

LAKE SIDE UNION SCHOOL DISTRICT

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

District Administrative Center

February 14, 2019
Closed Session: 4:30 p.m.
Open Session: 6:00 p.m.

NOTICE OF THE REGULAR MEETING OF THE BOARD OF TRUSTEES

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

A. CALL TO ORDER AND ROLL CALL

B. OPPORTUNITY FOR MEMBERS OF THE PUBLIC TO ADDRESS THE BOARD ON ANY ITEM DESCRIBED IN THIS NOTICE (GOVERNMENT CODE SECTION 54954.3) – 4:30PM

During this time, citizens are invited to address the Board of Education about any item **on or off** the agenda. Request-to-speak cards should be submitted before the start of the meeting. The Board may not take action on any item presented. The Board has policy limiting any speaker to four minutes or 20 minutes on one subject.

C. CLOSED SESSION

1. Conference with Designated Labor Negotiator, Erin Garcia, regarding the Lakeside Teachers' Association pursuant to Government Code §54957.6; and
2. Conference with Designated Labor Negotiator, Erin Garcia, regarding the California School Employees' Association, Chapter 240 pursuant to Government Code §54957.6; and
3. Public Employee Discipline/Dismissal/Release pursuant to Government Code §54957.

D. OPENING PROCEDURES – 6:00PM

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

E. RECOGNITIONS

1. The Board will recognize **Kate Davic**, Lakeside Farms 4th grader, who submitted the winning artwork for the Run for the Arts T-Shirt.
2. The Board will recognize Lakeview's Shani Dillon for her "Teachers are Heroes" award from Azusa Pacific University. She was recognized on February 7, 2019 in front of her colleagues, students and family.

F. SUPERINTENDENT'S REPORT

Dr. Andy Johnsen will present overall district updates.

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

During this time, citizens are invited to address the Board of Education about any item **on** the agenda. Request-to-speak cards should be submitted before the start of the meeting. The Board may not take action on any item presented. The Board has policy limiting any speaker to four minutes or 20 minutes on one subject.

H. TRUSTEE REPORTS AND COMMENTS

Trustees will report and comment as desired.

I. PRESENTATION/ACTION ITEM

1. Dr. Kim Reed will present information on the Low Performing Students Block Grant (LPSBG). ***(Emphasis Goal #1, Academic Achievement)***
2. **Adoption** is requested of the plan for Low Performing Students Block Grant (LPSBG) as required by the California Department of Education.

J. 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 regular board meeting minutes of January 17, 2019.
- 2.2 **Adoption** is requested of Resolution No. 2019-11, designating the week of February 25 through March 1, 2019 as "Love of Reading Week" in the Lakeside Union School District and urging members of the community to participate by reading their favorite stories to district students.
- 2.3 **Selection** is requested of seven (7) candidates for the California School Boards Associations' Delegate Assembly for Region 17 (San Diego County).

HUMAN RESOURCES

- 3.1 **Adoption** is requested of Personnel Assignment Order No. 2019-7.

J. BUSINESS SERVICES

- 4.1 **Approval** is requested of the following monthly business items: A) Commercial warrants; B) Revolving cash; C) Purchase orders; and D) Purchase card expenditures.
- 4.2 **Approval** is requested of an agreement with Grossmont Union High School District (GUHSD) for the allocation of school facilities developer fees. Education Code §17623 stipulates that nonunified school district, having common territorial jurisdiction, may split the levy percentage of Level 1 school fees. **(Emphasis Goal #3, Physical Environments)**
- 4.3 **Approval/Ratification** is requested of the following contracts for the 2018-19 school year: A) Patricia Kelly Jeffers (Ed Services); B) Eric Hall & Associates (HR & Payroll); C) Student/District Transportation Agreement (SpEd); D) The Applied Neuropsychology, Inc. (SpEd); E) Julian Mining Co. (LF); F) Joseph Ferri/Bubblemania and Co. (LF); G) Main Street Optometry (SpEd); and The Cook Education Center (SpEd). **(Emphasis Goal #1, Academic Achievement and #2 Social-Emotional Well Being)**
- 4.4 **Acceptance** is requested of the following donations to the District: A) \$5,000 grant from Lowes 'Femineers Say Garden' project to TdS; B) \$5,000 grant from Barona to TdS; C) \$100 in K'Nex (for the Makerspace) at Lindo Park; \$100 in instrument reeds to TdS; and \$100 in playground equipment to Eucalyptus Hills from Ferrante Insurance; and D) \$55,000 from Rise City Church to Lindo Park to use at their discretion.

EDUCATION SERVICES

- 5.1 **Approval** is requested of a Memorandum of Understanding with Point Loma Nazarene University to provide student teaching experience through practice teaching.
- 5.2 **Approval** is requested of a Memorandum of Understanding with Alliant International University to provide student teaching experience through practice teaching
- 5.3 **Authorization** is requested of an overnight field trip for the Lakeside Middle School Color Guard to participate in a competition in Las Vegas, Nevada from March 29-31, 2019.

PUPIL SERVICES

- 6.1 **Approval** is requested of a Memorandum of Understanding with WestEd for the administration of the California Healthy Kids Survey. The survey provides district and site-level personnel key data on school climate and safety, learning supports and barriers, and stakeholder engagement as well as youth development, health and well being. **(Emphasis Goal #2, Social-Emotional Well Being)**
- 6.2 **Approval** is requested of a Settlement Agreement and General Release that was reached via mediation with the student and district attorneys. The cost is \$11,050 (compensatory education, 130 hours); \$2,000 (speech and language therapy, 16 hours); \$750 (occupational therapy, 6 hours); and \$9,500 (attorney fees) for a total of \$23,300.
- 6.3 **Ratification** is requested of out-of-state travel for a Triennial Assessment Team (Psychologist and a SAI) to observe and assess a student in Devereux, Texas.

J. BOND

- 7.1 **Approval** is requested of a Master Agreement for Architectural Services with Architects Gallegos + Eckle, Inc. DBA AlphaStudio Design Group, to move forward on planned bond projects per Bond Measure L – Series B. (**Emphasis Goal #3, Physical Environments**)
- 7.2 **Approval** is requested of a Master Agreement for Architectural Services with Studio WC to move forward on planned bond projects per Bond Measure L – Series B. (**Emphasis Goal #3, Physical Environments**)
- 7.3 **Approval** is requested of a Master Agreement for Architectural Services with Sprotte + Watson Architecture and Planning, Inc. to move forward on planned bond projects per Bond Measure L – Series B. (**Emphasis Goal #3, Physical Environments**)
- 7.4 **Approval** is requested to appoint the following members to the Citizens' Bond Oversight Committee: A) Jose Gonzales as Member-at-Large; B) Michael McGrath as Parent Active in PTA; and C) John Heredia as Bona Fide Taxpayers' Organization. (**Emphasis Goal #3, Physical Environments**)

BOARD POLICIES

- 8.1 **Review** is requested of Board Policy and Administrative Regulation 5154, Participation for Indian Pupils. This policy is required annually to be reviewed by the Board.
- 8.2 **Review** is requested of Administrative Regulation 3311.1, Uniform Public Construction Cost Accounting Procedures.
- 8.3 **Review** is requested of Administrative Regulation 5131.41, Use of Seclusion and Restraint.

K. INFORMATIONAL ITEMS

1. Quarterly Investment Reports, San Diego County Treasury Investment Pool as of quarter ended December 31, 2018.
2. Enrollment Report for Month 5, ending January 11, 2019.

L. DISCUSSION

1. Discussion of the Board Core Value #1: **High Achievement for all LUSD Students.**
2. **First Reading** of Board Policy and Administrative Regulation 0420, School Plans/Site Councils
3. **First Reading** of Board Policy and Administrative Regulation 0460, Local Control and Accountability Plan.

M. REPORTS TO THE BOARD

1. Union Representatives:
 - A. **Cathy Sprecco**, Lakeside Teachers Association President
 - B. **Lisa Ford**, California School Employees Association President

M. REPORTS TO THE BOARD (CONTINUED)

2. District Superintendents:

- A. **Erin Garcia** will present business and operations updates.
- B. **Dr. Kim Reed** will present educational services updates.
- C. **Dr. Andy Johnsen** will present closing comments.

N. ADJOURNMENT

Respectfully Submitted,

Andrew S. Johnsen, Ed.D.
Superintendent



San Diego County Office of Education Main Campus
6401 Linda Vista Road, San Diego, CA 92111
858-292-3500 | www.sdcoe.net

January 30, 2019

Dr. Andrew Johnsen
Lakeside Union School District
2335 Woodside Ave.
Lakeside, CA 92040-0578

Dear Dr. Johnsen:

Re: 2018-19 First Interim Report

Our office has completed its review of your First Interim Report (SACS Form 01I) in compliance with the provisions of Education Code Section 42130 et seq. The district has submitted a positive certification, which means that the district will meet its financial obligations for the current fiscal year and subsequent two years.

The district's First Interim Report has been analyzed in the context of the 2018-19 State Budget Act and appears to adequately reflect the financial status of your district as of October 31, 2018.

In accordance with the provisions of Education Code Section 42131, the County Superintendent of Schools will inform the California Department of Education that your district submitted a positive certification and we concur with this certification at this time.

Multi-Year Projections / Deficit Spending / Reserve for Economic Uncertainties

The district projects the following impacts to the unrestricted general fund:

- Projected unrestricted surplus/(deficit) spending
 - 2018-19 = Surplus \$144,000
 - 2019-20 = Deficit (\$2,596,000)
 - 2020-21 = Deficit (\$2,416,000)
- Projected unrestricted ending fund balance
 - 2018-19 = \$9.1 million
 - 2019-20 = \$6.5 million
 - 2020-21 = \$4.1 million

Continued deficit spending will erode the district's ending fund balance and minimize the district's ability to address unforeseen circumstances. Furthermore, any changes associated

with enrollment decreases or salary increases will cause projected operating deficits to increase. We encourage the district to make ongoing expenditure reductions to minimize deficit spending in future years. The state requires the district to maintain a Reserve for Economic Uncertainties equal to 3% of expenditures. The district projects that it will meet this requirement throughout the multi-year projection period.

Charter Schools

As the authorizing agency of Barona Indian and River Valley Charter Schools, the district maintains fiscal oversight responsibilities, particularly in the key areas of accounting, attendance accounting, budgeting, and payroll. Please see Education Code Section 47604.32 for a detailed list of oversight duties.

The district should review charter budget reports at each cycle: budget, first interim, second interim, and unaudited actuals. It is also the district's responsibility to transmit these reports to our office by the deadline. Please coordinate with your district's charter schools in advance to ensure that the deadline is met.

Should any circumstances arise related to the district's charter schools that would negatively impact the financial condition of the district, please notify this office as soon as possible.

Conclusion

We appreciate the district's efforts to ensure fiscal solvency. Should any adverse circumstances arise which would negatively impact the financial condition of the district, please notify this office as soon as possible.

Should you have any questions concerning this review, please call me at (858) 292-3537 or Natalie Schuff, Consultant, Business Advisory Services at (858) 292-3634.

Sincerely,



Brent Watson
Executive Director
District Financial Services

BW: NS: VS

cc: Rhonda Taylor, Board President, Lakeside Union School District
Erin Garcia, Assistant Superintendent, Business Services, Lakeside Union School District

LAKEVIEW UNION SCHOOL DISTRICT

Governing Board Meeting Date: February 14, 2019

Agenda Item:

Low-Performing Students Block Grant (LPSBG)

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

LUSD has collaboratively determined that the current practices are creating inequities across our district. Leaning on the work of Michael Fullan and John Hattie, LUSD will capitalize on the momentum created with the new District vision and Student Profile to build capacity in site teacher leaders and principals to create equitable systems for improved learning outcomes for all LUSD students. LUSD will take on a partner organization to work alongside our leaders to assess and strengthen current systems of collaborative cultures, deep learning, and internal accountability that will lead to the use of effective strategies and instructional alignment, assessment practices, intervention models and accountability. A majority of the identified students who do not attend a Title I school are served by Lakeview Elementary. Additional grant funding will be allocated to Lakeview's partnership with an outside organization for professional learning to build standards alignment, assessment practices, accessible data management, and effective intervention models.

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Recommended Action:

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

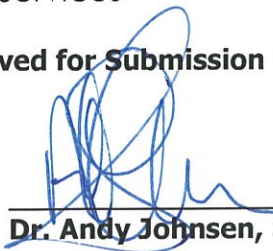
Originating Department/School: Educational Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Principal/Department Head Signature



Dr. Andy Johnsen, 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.

TO: Lakeside Union School District Board of Education
FROM: Superintendent
DATE: Feb. 14, 2019

SUBJECT: APPROVAL OF THE LOW-PERFORMING STUDENTS BLOCK GRANT

ISSUE:

In order to receive funds through the Low-Performing Students Block Grant (LPSBG), the District must develop a plan describing how the funds will increase or improve evidence-based services for the students identified, how the effectiveness of services will be measured, and how the services align with and are described in the school district's Local Control and Accountability Plan (LCAP). An additional requirement is that the plan needs to be discussed and adopted at a regularly scheduled meeting by the governing board of the school district. On or before March 1, 2019, the District is required to report to the State Superintendent regarding the adopted plan to use the grant funds to increase the academic performance of pupils identified.

BACKGROUND:

Former Governor Brown signed Assembly Bill 1808 (AB 1808) into law on June 27, 2018. AB 1808 authorizes the allocation of a \$300 million-dollar LPSBG in the 2018-19 year to provide California's low-performing students with additional supports to increase their academic achievement as defined in California Education Code Section 41570(d).

The LPSBG funding is available to school districts that had students identified as low performing on the California Assessment of Student Performance and Progress during the 2016-17 year and who are not otherwise identified for supplemental grant funding under the local control funding formula or eligible for special education services.

The District had 227 students who met the criteria in the 2016-17 year resulting in an allocation of \$448,000.

FISCAL IMPACT:

The state allocation to the District is \$448,000. (LPSBG Funds)

RECOMMENDATION:

It is recommended that the Board of Trustees discuss and adopt the LPSBG plan at this board meeting in order to comply with the deadline above.

Respectfully submitted,

Andrew Johnsen, Ed.D.
Superintendent

Approved by:

Kim Reed, Ed.D.
Assistant Superintendent of Education Services

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 2/14/19

Agenda Item:

Approval of Minutes

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

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

Regular Board Meeting of January 17, 2019

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Recommended Action:

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

Originating Department/School: Superintendent's Office

Submitted/Recommended By:

Approved for Submission to the Governing Board:


Principal/Department Head Signature


Dr. Andy Johnsen, Superintendent

Administration:

ANDREW S. JOHNSEN, Ed.D.
Superintendent
KIM REED, Ed.D.
Assistant Superintendent
ERIN GARCIA
Assistant Superintendent



Board of Trustees:

JOHN V. BUTZ
HOLLY FERRANTE
ANDREW HAYES
BONNIE LACHAPPA
RHONDA TAYLOR, Ed.D.

Minutes of the Regular Meeting of the Board of Trustees

January 17, 2019

District Administrative Center

- | | |
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| A. The regular meeting of the Lakeside Union School District Board of Trustees was called to order at 4:30 p.m. by Rhonda Taylor, President, with the following members present: Holly Ferrante, Vice President; John V. Butz, Member; and Andrew Hayes, Member. Also in attendance were Dr. Andy Johnsen, Superintendent; Dr. Kim Reed, Assistant Superintendent; and Erin Garcia, Assistant Superintendent. Clerk Bonnie LaChappa was absent. Lisa DeRosier was present to record the minutes. | Call to Order |
| B. There were four requests to speak to the Board regarding items on or off the agenda. LTA members, Cathy Sprecco and Jason Justeson spoke regarding current negotiations and Kerry Strong gave up her time as Ms. Sprecco covered her topic; and Michael Dawson spoke in support of keeping the SmartBoards in the classroom. | Public Comments |
| C. At 4:43 p.m. the Governing Board moved to closed session to discuss Conference with Designated Labor Negotiator, Erin Garcia, regarding the Lakeside Teacher's Association pursuant to Government Code §54957.6; Conference with Designated Labor Negotiator, Erin Garcia, regarding the California School Employees Association, Chapter 240 pursuant to Government Code §54957.6; and Public Employee Performance Evaluation, Superintendent, pursuant to Government Code §54957. | Closed Session |
| D. At 6:00 p.m. President Taylor called the regular meeting to order, welcomed guests, and reported the following from closed session: | Welcome |
| 1. No action was taken regarding Conference with Designated Labor Negotiator, Erin Garcia, regarding the Lakeside Teacher's Association pursuant to Government Code §54957.6; | Closed Session Report |
| 2. No action was taken regarding Conference with Designated Labor Negotiator, Erin Garcia, regarding the California School Employees Association, Chapter 240 pursuant to Government Code §54957.6; and | |
| 3. No action was taken on Public Employee Performance Evaluation, Superintendent, pursuant to Government Code §54957. | |
| President Taylor moved recognitions before public comment. | Moved Recognitions |
| The pledge of allegiance was led by students Elizabeth Hyles, Easton Lyon, Griffith Enyard and Ryann Bahl from Riverview. | Flag Salute |

G. 1. The Board congratulated and recognized Vincent Busby, Lindo Park's Safety Patrol Captain, who was selected as the Honorary Colonel of Lakeside. He participated in the County competition which took place on January 11, 2019.	Honorary Colonel
2. The board welcomed EAK teachers: Karissa Newell (LP); Ashleigh Wyatt (LP); and Clara Escutia-Cardoso (LC).	EAK Teachers
3. The board welcomed Miranda Durning, the new Finance Director, to the District.	Finance Director
D. Dr. Brian Thurman and Steve Will shared highlights from Riverview and Winter Gardens. They discussed the challenges of being one program at two schools and their WIG of communicating effectively. They discussed many highlights, such as: how they are meeting the needs of all students; a new "push in" model; gaga ball pit; fall festival; annual jog-a-thon; bridge competition; international fair and much more.	Riverview and Winter Gardens Spotlight
E. There were four requests to speak to the board regarding items on the agenda. Community member Frank Hilliker thanked the board for approving the Boys & Girls Club MoU; Fonda Tripp discussed the needs of Speech and Language teachers; Melissa Mann yielded her time to Mrs. Tripp; and Cathy Sprecco discussed negotiations and district needs.	Public Comments
F. Member Hayes wished everyone a "happy new year." He attended the district office holiday potluck and ugly sweater contest; a site visit to Lakeside Middle school with Dr. Johnsen; the Chamber's Steak and Stein event; and a site visit to Lakeside Farms.	Trustee's Reports and Comments
Member Butz attended the CSA 69 meeting. CSA 69 is our "local medic program." The "County is changing how they run the program."	
Vice President Ferrante also attended the holiday potluck at the district office; the LMS holiday choral and dance concerts; the benefits committee; and interviewed the honorary colonel of Lakeside.	
President Taylor attended the LMS choral and dance concerts and commented "how important they are for our students." They "hook kids into school." She is "pleased we provide these opportunities for our students."	
H. Dr. Kim Reed, Dr. Brian Thurman and Grace Cox presented an update on the district's immersion programs. The "multilingual student outperformed the monolingual student." The Riverview immersion program began in 2006. We are aware that parents have many options and have worked hard to continue this program at El Capitan as well. Guest speakers were Beth Cross (high school Spanish teacher); Aubree McGrath (Spanish immersion student); Jesus Martinez (parent); and Kamila Carter (Mandarin immersion student).	District Immersion Programs
I. 1. Assistant Superintendent, Erin Garcia, presented the annual Audit Report and its findings for the Lakeside Union School District for the 2017-2018 fiscal year prior to the vote.	Audit Report Presentation

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| <p>I. 2. <u>It was moved by</u> Vice President Ferrante and seconded by Member Butz to approve the annual audit of the local education agency for the prior year, any audit exceptions identified, and any description of correction or plans to correct any exceptions. Motion carried 4:0:1 (<u>Ayes</u>: Butz, Ferrante, Hayes, Taylor; <u>Absent</u>: LaChappa).</p> | <p>Approve Audit Report</p> |
| <p>3. Assistant Superintendent, Dr. Kim Reed, presented the School Plans for Student Achievement (SPSA) from each school site. The purpose of the SPSA is to coordinate all educational services at the school. The SPSA shall, at a minimum, address how funds provided to the schools through any sources identified will be used to improve the academic performance of all pupils.</p> | <p>SPSA Presentation</p> |
| <p>4. <u>It was moved by</u> Member Hayes and seconded by Member Butz to approve the School Plan for Student Achievement (SPSA) from each school site. Member Hayes commented that this was “impressive work” and “well worth looking through so” he “knows what our district is trying to achieve.” Dr. Reed is “super proud and thankful to the principals for their hard work.” Motion carried 4:0:1 (<u>Ayes</u>: Butz, Ferrante, Hayes, Taylor; <u>Absent</u>: LaChappa).</p> | <p>Approve School Plans for Student Achievement</p> |
| <p>J. <u>It was moved by</u> Member Hayes and seconded by Vice President Ferrante to designate all Items of Business to the consent agenda with the exception of items 4.7, 4.9, and 6.2. The motion carried unanimously to designate Items of Business 2.1, 2.2, 3.1, 4.1, 4.2, 4.3, 4.4, 4.5, 4.6, 4.8, 5.1, 5.2, 5.3, 6.1, 6.3, 6.4, 6.5, 7.1, and 7.2 to the consent agenda.</p> | <p>Consent Agenda</p> |
| <p>1.1 <u>It was moved by</u> Member Hayes and seconded by Member Butz to adopt the following items of business:</p> | <p>Items of Business</p> |
| <p>1.2 There was no discussion on items of business.</p> | <p>Discussion</p> |
| <p><u>SUPERINTENDENT/BOARD</u></p> | |
| <p>2.1 A motion to adopt the minutes from the organizational board meeting of December 13, 2018 and the special board meeting of December 7, 2018.</p> | <p>Adopt Minutes</p> |
| <p>2.2 A motion to adopt the revised 2019 Board Meeting calendar as new law passed beginning January 1, 2019, stating that board members will no longer begin their term of office on the first Friday in December. Instead, new terms of office will commence on the second Friday in December. Accordingly, because annual organizational meetings must be held within the 15-day window that begins on the first day that board members can be seated, the new proposed December date is the 19th.</p> | <p>Revised 2019 Board Calendar</p> |
| <p><u>HUMAN RESOURCES</u></p> | |
| <p>3.1 A motion to adopt Personnel Assignment Order 2019-6.</p> | <p>Adopt PAO</p> |
| <p><u>BUSINESS SERVICES</u></p> | |
| <p>4.1 A motion to approve the following monthly business items: A) Commercial warrants; B) Revolving cash; C) Purchase orders; and D) Purchase card expenditures.</p> | <p>Approve Warrants</p> |

J. BUSINESS SERVICES (CONTINUED)

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| 4.2 | A motion to adopt Resolution No. 2019-09, designating Erin Garcia as the authorized representative to the San Diego County Schools Fringe Benefits Consortium program with Miranda Durning, Finance Director, as the alternate representative. | Adopt Resolution No. 2019-09 |
| 4.3 | A motion to adopt Resolution No. 2019-10, designating Erin Garcia as the authorized representative to the San Diego County Schools Risk Management Joint Powers of Authority program with Miranda Durning, Finance Director, as the alternate representative. | Adopt Resolution No. 2019-10 |
| 4.4 | A motion to approve the 2018-19 Classified Substitute Employee Salary Schedule to comply with the State minimum wage increase to \$12.00/hr. The revised schedule will be effective January 1, 2019. | Approve Classified Sub Salary Schedule |
| 4.5 | A motion to approve a contract with Cox California Telcom, LLC for wireless access and metro ethernet services. This is funded from approximately 60% E-rate funding. | Approve Contract w/Cox |
| 4.6 | A motion to approve an Agreement with Datel Systems, Inc. for E-rate Category 2 tech equipment with installation in the amount of \$22,715.41. The contract period is from July 1, 2019 through September 30, 2020 with up to two one-year voluntary extensions. | Approve Agrmnt with Datel Systems |
| 4.8 | A motion to approve the following contracts for the 2018-19 school year: A) Discovering Science LLC (EH); B) Literature Comes to Life (LF); C) Classics for Kids, Inc. (LF); and D) Premier Roofing (Maintenance). | Approve Annual Contracts |

EDUCATION SERVICES

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|-----|--|---------------------------------------|
| 5.1 | A motion to approve the 2017-18 School Accountability Report Cards (SARC) plans for all Lakeside Union School District sites. The California Department of Education requires board approval prior to the publishing deadline of February 1, 2019. | Approve SARC Plans |
| 5.2 | A motion to ratify a Purchase Contract with Imagine Language and Literacy for 150 student licenses to target and aid in closing the achievement gap of the Lemon Crest EL population at a cost of \$7,875. | Ratify Contract with Imagine Learning |
| 5.3 | A motion to authorize an out-of-state conference (Get Your Teach On) in Phoenix, Arizona from January 20-22, 2019 for Jennifer Speedie and Emily Okerlund. | Authorize Out-of-State Conf |

PUPIL SERVICES

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|-----|--|--|
| 6.1 | A motion to approve a Memorandum of Understanding with The Elizabeth Hospice to provide bereavement support groups on school sites for students experiencing a loss at no cost to the district. | Approve MoU with Elizabeth Hospice |
| 6.3 | A motion to approve a 2018-2019 Master Contract with New Haven Youth and Family Services to provide wrap-around home services to a district student with special needs as an estimated cost of \$10,000. | Approve Master Contract with New Haven |

PUPIL SERVICES (CONTINUED)

- 6.4 A motion to approve a Settlement Agreement and General Release with a district parent on behalf of their student in the amount of \$32,458.52 (\$5,000, attorney's fees; and \$27,458.52 for nonpublic placement).
- 6.5 A motion to approve a Settlement Agreement and General Release with a district parent on behalf of their student in the amount of \$3,600 for attorney's fees (nonpublic placement to be determined at a later date).

Approve
Settlement
Agreement

Approve
Settlement
Agreement

BOARD POLICIES/REGULATIONS

- 7.1 A motion to adopt Board Policy and Administrative Regulation 6174, Education for English Language Learners.
- 7.2 A motion to adopt Board Bylaws 9110, Terms of Office.

Adopt BP/AR
6174

Adopt BB 9110

Motion carried 4:0:1 (Ayes: Butz, Ferrante, Hayes, Taylor; Absent: LaChappa).

- 4.7 It was moved by Member Hayes and seconded by Vice President Ferrante to approve an Amendment to the Agreement with the Boys and Girls Clubs of East County for the lease of the gymnasium located at Lindo Park Elementary. The district would like to extend the agreement by an additional 10 years to lease the gym at no cost to either party. Member Hayes loves "the partnership with Frank and Forest." President Taylor commented that we have a "great partnership" with them. Motion carried 4:0:1 (Ayes: Butz, Ferrante, Hayes, Taylor; Absent: LaChappa).

Approve Agrmnt
with Boys & Girls
Club of East
County

- 4.9 It was moved by Member Hayes and seconded by Vice President Ferrante to accept the following gifts to the District: to LMS: A) \$195 in online donations to the FFA program; B) \$1,770 in online donations to the dance program; C) \$1,065 in online donations to the band program; D) Lara Hoefer Moir paid the VFW Hall a \$100 rental fee for the FFA pancake breakfast; E) \$500 from California Credit Union to Brian Mendoza for science supplies; F) \$500 from Game Empire; and \$100 from Dennis Dory to the Color Guard program; and G) \$524.94 in school supplies from Shannyn and Steve Allen to Riverview and TdS. Motion carried 4:0:1 (Ayes: Butz, Ferrante, Hayes, Taylor; Absent: LaChappa).

Accept Gifts to
the District

- 6.2 It was moved by Vice President Ferrante and seconded by Member Hayes to approve a Memorandum of Agreement with McAlister Institute to provide a 4-hour substance abuse education/prevention class in lieu of suspension and can be used as an "other means of correction." The cost is \$512 per class for up to 12 students per session. Member Hayes is "excited to provide a support for our students" He is "passionate about this issue." Motion carried 4:0:1 (Ayes: Butz, Ferrante, Hayes, Taylor; Absent: LaChappa).

Approve MoU
with McAlister
Institute

- O. 1. The Board scheduled Thursday, February 21 at 5:00PM as a board study session on legal requirements, reporting cycles, and best practices in Board oversight of district budgets.

Set Board Study
Session Date

K. DISCUSSION (CONTINUED)

- | | |
|---|-------------------------|
| <p>2. <u>It was moved by</u> Member Hayes and seconded by Member Butz to adopt Board Policy 0100, Philosophy/Core Values. Motion carried 4:0:1 (<u>Ayes</u>: Butz, Ferrante, Hayes, Taylor; <u>Absent</u>: LaChappa).</p> | <p>Adopt BP 0100</p> |
| <p>L. Assistant Superintendent, Erin Garcia, reported that the enrollment is “holding steady from the prior month.”</p> | <p>Enrollment Rpt</p> |
| <p>M. 1A. LTA President, Cathy Sprecco, commented she was “looking forward to the PD day” on Friday and “happy to see so many teachers presenting.” She also commented on the \$5 lunch that the FFA students were serving.</p> | <p>LTA President</p> |
| <p>1B. CSEA President, Lisa Ford, shared some of her goals for the year. She commented she feels “passionate” in that area for “classified employees.” She is “not excited” about the training, but will “make the best of it.” We could “do better in teaching our employees how to utilize skills that pertain to their job.” She would like to see “more valid and ongoing trainings.” She also commented on better communication and the various ways you can communicate.</p> | <p>CSEA President</p> |
| <p>2A. Erin Garcia, Assistant Superintendent, spoke about the Governor’s budget. She commented that the “economy is strong.” The Governor will continue to fund LCFF and a “fully-funded COLA”, has big plans for early childhood education, and special education. He is also proposing “immediate pension relief,” infusing about \$3 billion into PERS and STRS. She says we are still deficit spending by \$2 million annually. We will have a better idea of the budget at the May Revise.</p> | <p>Erin Garcia</p> |
| <p>2B. Dr. Kim Reed, Assistant Superintendent, commented that the District slipped into Differentiated Assistance this year. We will be convening a committee looking at the 3 specific areas: Chronic Absenteeism; Suspensions; and Special Education. She discussed the Apple TV conversion. The company does not support SmartBoards any longer so we needed to make a change. We held committee meetings last year and pilot several interactive options and came up with a solution: 70” Apple TV and an iPad Pro. “It’s a change and change is really hard.” She also discussed the process to transfer data from the SmartBoard to google docs. The options for installation are “all at once or a slow phase-in” model.</p> | <p>Dr. Kim Reed</p> |
| <p>2C. Dr. Andy Johnsen, Superintendent, agreed with Lisa Ford 100% on her communication request. It helps build “good, strong relationships.” He discussed the upcoming PD day where “a lot of work has gone into this.” Our teachers are “stepping up to share their expertise.” He discussed working with the new vision statement this year and the “opportunities kids will be faced with” and how we start building these skills. He shared a video Kay Little produced that shows our vision statement at work. We are going to set another goal-planning day for June 7th to continue our work.</p> | <p>Dr. Andy Johnsen</p> |
| <p>At 7:43 p.m. President Taylor adjourned the open portion of the meeting and announced the Board would move back to closed session to finish closed session discussions.</p> | <p>Closed Session</p> |

- N. President Taylor asked if there was any further business to come before the board. There being none, the president declared the regular board meeting adjourned at 8:55 p.m.

Adjournment

Andrew S. Johnsen, Ed.D.
Secretary to the Board

Bonnie LaChappa
Clerk of the Board

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 2/14/19

Agenda Item:

Resolution #2019-11

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

A resolution designating the week of February 25-March 1, 2019 as "Love of Reading" Week in the Lakeside Union School District and urging members of the community to participate by reading their favorite stories to district students.

Fiscal Impact (Cost):

None

Funding Source:

N/A

Addresses Emphasis Goal(s):

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

Recommended Action:

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

Originating Department/School: Superintendent's Office

Submitted/Recommended By:

Approved for Submission to the Governing Board:


Principal/Department Head Signature


Dr. Andy Johnsen, Superintendent

Administration:

ANDREW S. JOHNSEN, Ed.D.
Superintendent
KIM REED, Ed.D.
Assistant Superintendent
ERIN GARCIA
Assistant Superintendent



Board of Trustees:

JOHN V. BUTZ
HOLLY FERRANTE
ANDREW HAYES
BONNIE LACHAPPA
RHONDA TAYLOR, Ed.D.

RESOLUTION NO. 2019-11

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

WHEREAS, the week of February 25–March 1, 2019, has been designated as "Love of Reading Week"; and;

WHEREAS, the Lakeside Union School District strives to motivate young people to develop a life-long habit of reading; and;

WHEREAS, Heather O'Rourke was an active member of the Tierra del Sol Middle School Literary Club until her untimely death;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Lakeside Union School District declares Friday, March 1, 2019 as the Heather O'Rourke-Lakeside Union School District Community Read-In, and urges members of the community to participate by reading their favorite stories to district students.

PASSED AND ADOPTED this 14th day of February 2019, by the Lakeside Union School District Board of Trustees, San Diego County, by the following vote:

AYES:

NOES:

ABSENT:

I, Bonnie LaChappa, Clerk of the Governing Board, do hereby certify that the foregoing is a full, true and correct copy of a resolution adopted by the Board at a regular meeting thereof, held at its regular place of meeting, at the time and by the vote stated, which resolution is on file in the office of the said Board.

Bonnie LaChappa

Schools of Arts and Sciences

12335 Woodside Avenue • Lakeside, California 92040
619.390.2600 • FAX 619.561.7929 • <http://www.lsusd.net/>

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 2/14/19

Agenda Item:

CSBA Delegate Assembly Ballot

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

The Board is asked to vote for seven (7) representatives to the California School Boards Association's Delegate Assembly for Region 17 (San Diego County). Delegates will serve a two-year term beginning April 1, 2019 through March 31, 2021.

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Addresses Emphasis Goal(s):

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

Recommended Action:

☐ **Informational** ☐ **Denial**
☒ **Nomination** ☐ **Ratification**
☐ **Approval** ☐ **Explanation:** [Click here to enter text.](#)

Originating Department/School: Superintendent's Office

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Principal/Department Head Signature



Dr. Andy Johnsen, Superintendent

CORRECTED BALLOT – USE THIS BALLOT

This complete, **ORIGINAL** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the post office No later than **FRIDAY, MARCH 15, 2019**. Only ONE Ballot per Board. Be sure to mark your vote “**X**” in the box.

A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.

OFFICIAL 2019 DELEGATE ASSEMBLY BALLOT
REGION 17
(San Diego County)

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

Delegates will serve two-year terms beginning April 1, 2019 - March 31, 2021

**denotes incumbent*

	Maria Betancourt-Castaneda (National SD)
	Leslie Ray Bunker (Chula Vista ESD)*
	Stephen Cochrane (Del Mar Un. SD)
	Maria Dalla (National SD)
	Al Guerra (Alpine Un. SD)*
	Andrew Hayes (Lakeside Un. SD)
	Beth Hergesheimer (San Dieguito Un. HSD)*
	Rodolfo Lopez (San Ysidro SD)
	Douglas W. Paulson (Escondido Un. SD)
	Dawn Perfect (Ramona USD)*
	Barbara Ryan (Santee SD)*

Provision for Write-in Candidate Name

School District

Signature of Superintendent or Board Clerk

Title

School District Name

Date of Board Action

2019 Delegate Assembly Candidate Biographical Sketch Form

DUE: Monday, January 7, 2019 – no late submissions accepted

Please complete, sign, and date this required ONE-page candidate biographical sketch form. An optional, ONE-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and do not re-type this form. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: Maria Betancourt-Castañeda **Date:** January 7, 2019

Name: Maria Betancourt-Castañeda CSBA Region & subregion #: 17
District or COE: National School District Years on board: 4
Profession: Parent/Self Employed Contact Number (please V ☐ Cell ☐ Home ☒ Bus.): 619-495-8563
*Primary E-mail: mbcastaneda@nsd.us
(*Communications from CSBA will be sent to primary email)
Are you an incumbent Delegate? ☐ Yes ☒ No | If yes, year you became Delegate: _____

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly. (Character count limit: 700)

As a Board member, I believe my role is to empower and advocate for the students, staff, and parents that I serve. Having recently been re-elected to the National School District Board, I feel honored to continue supporting the community where I also grew up. I am hard working, organized, reflective, and reliable; and believe that these are strong skills needed to be an effective Delegate. My reputation is one who will provide a voice for all stakeholders, and one who is not afraid to ask difficult questions. I am proud of the growth that we have achieved at the local level since I have been on the Board and would love to contribute at an even greater level as a Delegate for Region 17.

Please describe your activities and involvement on your local board, community, and/or CSBA. (Character count limit: 700)

Serving as Board President for 2018, and Board Clerk for 2017, have provided me valuable leadership experience. I would characterize my involvement an active Board member at meetings, visible out at our school sites, and connected with the community. I am a CSBA Master's in Governance graduate, and regularly participate in CSBA workshops, Legislative Action Days, as well as the annual conference. In addition, I am an involved member of the National Association for Latino Elected Officials, and stay well connected with our local legislators. I've also held president and Board positions for the local Youth Football and Cheer program, school PTO, and my neighborhood homeowners association.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it? (Character count limit: 700)

The biggest challenge facing Governing Boards is securing fair funding from the state. Boards constantly have to balance expenditures for mandates and laws, with local initiatives and programs. Special education and pension increases are just two areas where the state needs to allocate adequate funding to meet mandates. Without fair funding, Boards are forced to find ways to cut programs in order to pay for these requirements. CSBA can continue to support local Boards with this effort by suggesting resolutions and policies, expanding the PACER program, facilitating Legislative Action Days, and supporting improved Delegate communication throughout each region.

E-mail: nominations@csba.org, or fax to (916) 371-3407, or US Mail to: CSBA | Attn: Executive Office | 3251 Beacon Blvd., West Sacramento, CA 95691. Please only submit biosketch form via one of these modes only; do not send multiple times. If you have any questions, please contact the Executive Office at (800) 266-3382.

2019 Delegate Assembly Candidate Biographical Sketch Form

DUE: Monday, January 7, 2019 – no late submissions accepted

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Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: Leslie Ray Bunker Date: 12-31-18

Name: Leslie Ray Bunker CSBA Region & subregion #: 17
District or COE: Chula Vista Elementary School District Years on board: 4
Profession: Retired Teacher Contact Number (please v ☐ Cell ☐ Home ☒ Bus.): 619-425-9600, Ext. 1500
*Primary E-mail: leslie.bunker@cvesd.org
(*Communications from CSBA will be sent to primary email)
Are you an incumbent Delegate? ☒ Yes ☐ No | If yes, year you became Delegate: 2016

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

I want to help my district and the students of California by working with CSBA and state legislators. By working together, we can protect local control, improve funding and thus provide the best education for all students. I am a good listener, reliable and work well on a committee. I went with our PACER to speak with local legislators, participated in Legislative Action Day and I am now on the AEC 2019 planning committee. I am prepared to work for all of our students.

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

I am an active member of our board. I was President in 2018 and worked on the Policy Review Committee. I attend many district meetings and school events. I am involved in my church and it's mission work. I volunteer at the San Diego Zoo. I participate in Las Primeras (a women's philanthropic organization). In addition to the above noted CSBA activities, I attend our regional CSBA meetings.

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

Full and Fair Funding - CSBA must continue to educate legislators about unfunded mandates and the effects of the high cost of Special Education and STRS/PERS on education. CSBA needs to enlist the support of parents and the public by informing them about how we compare with other states. We must demonstrate what education could be like if we were the top funded state in the country.

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Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: Stephen Cochrane Digitally signed by Stephen Cochrane
Date: 2019.01.06 22:25:16 -10'00' **Date:** 01/07/2019

Name: Stephen Cochrane CSBA Region & subregion #: 17

District or COE: Del Mar Union School District Years on board: 2

Profession: SPED Professor/ Admin Contact Number (please v ☒ Cell ☐ Home ☐ Bus.): 858-414-0634

*Primary E-mail: stephen.cochrane@alliant.edu

(*Communications from CSBA will be sent to primary email)

Are you an incumbent Delegate? ☐ Yes ☒ No | If yes, year you became Delegate: _____

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly. (Character count limit: 700)

As a parent, former special education teacher, special education professor and university administrator managing teacher credential programs and Master of Arts in Education degrees with 25 years experience in the field of Education, I believe I have acquired some significant knowledge and skills which would positively contribute to the body of committed people who are devoting themselves to continually improve public education in California.

Please describe your activities and involvement on your local board, community, and/or CSBA. (Character count limit: 700)

- Served as a PTA executive board member for two years.
- Served as the Chair for the Special Education Local Planning Area (SELPA), North Coastal Consortium for Special Education.
- Served on the Special Education Advisory Board for the California Office of Administrative Hearings (OAH) for two years
- Served on the Board of Directors to the San Diego Learning Disabilities Association for two years.
- Served on the Board of Directors for Education Advocacy for Children for two years.
- Primary curriculum developer for an entire Special Education Credential and Masters degree program.
- Taught every course in a Special Education Credential and Masters degree program.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it? (Character count limit: 700)

Challenges

- Changing the Special Education paradigm to improve student outcomes with or without additional funding.
- Implementing proactive measures to reduce cyberbullying.
- Implement proactive measures to increase social and emotional intelligences in students.
- Proactive measures to identify high school students' individual strengths and interests to help guide them in their post-secondary education and careers.

Solutions

- Collaboration between CSBA, Higher Education, Industry, Government and CA School Districts to identify goals and proactive solutions.

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Stephen Cochrane, Ph.D.

Professional Experience

Alliant International University 09/2015 – Present

System-wide Director, Special Education (Special Education Credential Programs)

Associate Professor, Special Education

Azusa Pacific University 09/2004 – 08/2015

Associate Professor, Special Education

Coordinator, Special Education Degree & Credential Programs

Office of Administrative Hearings (OAH) 10/ 2012 – 10/2014 .

Advisory Committee Member, California Office of Administrative Hearings Special Education Advisory Committee

- Linda Cabatic, Director and Chief Administrative Law Judge of the Office of Administrative Hearings appointed me to serve as an advisor pertaining to Special Education matters to this judicial body for a two-year term. In this role, I advised the judiciary on matters pertaining to Special Education.

Learning Disabilities Association of San Diego 01/2011 – 12/2012

Member, Board of Directors

Educational Advocacy for Children

Member, Board of Director 02/2005 – 06/2008

- Educational Advocacy for Children was a non-profit corporation comprised of professionals who worked together to assist school districts in preparing children with special needs for college and career after high school.

Presentations and Publications

- Presented at juried, peer-reviewed State, National, and International Education Conferences over a 16-year period on a variety of Education topics.

2019 Delegate Assembly Candidate Biographical Sketch Form

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Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: Maria Dalla

Date: December 12, 2018

Name: Maria Dalla CSBA Region & subregion #: 17
District or COE: National School District Years on board: Four
Profession: Retired Contact Number (please ☒ Cell ☐ Home ☐ Bus.): 619-318-4031
*Primary E-mail: mdalla@nsd.us
(*Communications from CSBA will be sent to primary email)
Are you an incumbent Delegate? ☐ Yes ☒ No | If yes, year you became Delegate: _____

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly. (Character count limit: 700)

I am seeking to become a California School Boards Delegate because I want to participate in the policy making process to ensure that the California School Boards Association reflects the interests of the National School District and all school districts and county offices throughout the state. I have completed the California School Boards Association Masters in Governance Program and will continue to gain insight by seeking every opportunity to be informed and continuing to learn. I am ready to fulfill a critical governance role within the Association as a delegate.

Please describe your activities and involvement on your local board, community, and/or CSBA. (Character count limit: 700)

Community involvement and a fierce desire to advocate for the students of the National School District is my main motivation for having sought election to the National School District Governing Board. Now entering my second term as a school board member, I continue to invest a great deal of time educating myself and gaining skills that will help me make informed decisions for the betterment of our students and our district.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it? (Character count limit: 700)

I see the allocation of school districts' limited resources as the biggest challenge facing most governing boards. There are many additional programs and projects that would benefit our students, but there is only "one pot of money" and many essential financial responsibilities pertaining to running a district that must be considered. CSBA can help governing boards by continuing to foster effective relationships with the Legislature, the Governor's office, Congress, the White House, administrative agencies and educational organizations to provide us the latest news and facts so that we can render effective local policy decisions that affect our districts.

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Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: Albert L Guerra

Digitally signed by Albert L Guerra
Date: 2019.01.07 16:50:22 -08'00'

Date: 1/7/19

Name: Al Guerra CSBA Region & subregion #: 17
District or COE: Alpine Union School District Years on board: 5
Profession: Meeting and Events Contact Number (please v ☒ Cell ☐ Home ☐ Bus.): 619-445-3236
*Primary E-mail: mralguerratrustee@gmail.com
(*Communications from CSBA will be sent to primary email)
Are you an incumbent Delegate? ☒ Yes ☐ No | If yes, year you became Delegate: 2017

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly. (Character count limit: 700)

I have been a Delegate for the last two years in the San Diego Subregion and I wish to continue in my current role. I have a sincere interest in the quality and efficiency of public education in the community. Also, I bring a "small school" district perspective to the meetings.

Please describe your activities and involvement on your local board, community, and/or CSBA. (Character count limit: 700)

I am a longtime resident of Alpine and know that great schools go hand-in-hand with great communities. My children have been in the Alpine Union School District since 2008 and are now in fourth, seventh, and tenth grade. The Alpine voters recently re-elected me to the Alpine Union School Board. I am currently School Board President, but I have held the Vice-President and Clerk position as well.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it? (Character count limit: 700)

I think that the substitute and teaching shortage is a problem all districts must deal with today. It would be nice to see CSBA work closer with the California Commission on Teaching Credentialing. We need solutions for quality substitutes and teachers.

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Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature:  Date: 1/2/2018

Name: Andrew Hayes CSBA Region & subregion #: 17
District or COE: Lakeside Union School District Years on board: just elected
Profession: CA Sen. Deputy District Director Contact Number (please V ☒ Cell ☐ Home ☐ Bus.): 619-922-7208
*Primary E-mail: athayes32@gmail.com
(*Communications from CSBA will be sent to primary email)
Are you an incumbent Delegate? ☐ Yes ☒ No | If yes, year you became Delegate: _____

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly. (Character count limit: 700)

My interest in becoming a delegate is simple: I believe in public education. As a person who received a well-rounded public education I understand its value. My experience working for two state legislators has provided me with a deep understanding of the critical role our legislators have in shaping the future of our students. Working for the legislature has allowed me to truly understand our state government, its processes and the impact it has on local school district funding and programs. Additionally, working for the legislature has permitted me to build important relationships with various leaders across our region and learn about the diverse set of challenges we face in education.

Please describe your activities and involvement on your local board, community, and/or CSBA. (Character count limit: 700)

I'm a lifelong Lakeside resident and a former student of the district I'm now serving. My involvement in my community is diverse. I'm a founding member of the Lakeside Kiwanis Club and I'm a proud member of the Santee-Lakeside Rotary Club and the Lakeside Historical society. I'm a staunch advocate for our local business community because of all they do for our district and as a result I volunteer with our Chamber of Commerce. I'm passionate about Civic learning and I participate as a judge in the annual "We the People" constitution competition. Ultimately, I want to take my knowledge of our state legislature, our region and advocate for a well-rounded education for our students.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it? (Character count limit: 700)

I believe as boards we face an interrelated challenge. Namely, that our increasing district pension contributions directly impact the achievement of our students. The growth in contributions to PERS & STRS removes the opportunity for many districts to enhance our programs to meet the needs of all of our students, enhance the safety of our schools, compensate and train our employees and address the growing needs of our facilities. Though CSBA may not be able to stop the pension increases themselves CSBA can continue to create innovative solutions and build broad coalitions to support those programs and initiatives most impacted by these increasing costs through constant legislative advocacy.

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Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: Beth Hergesheimer

Date: 11/8/2018

Name: Beth Hergesheimer

CSBA Region & subregion #: 17

District or COE: San Dieguito Union High School District

Years on board: 14

Profession: Business Administration Contact Number (please V ☐ Cell ☐ Home ☒ Bus.): 760.753.6491

*Primary E-mail: beth.hergesheimer@sduhsd.net

(*Communications from CSBA will be sent to primary email)

Are you an incumbent Delegate? ☒ Yes ☐ No | If yes, year you became Delegate: 2014

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly. (Character count limit: 700)

I have served 4 years as a delegate, including as President, and would like to continue deepening my school board work through involvement as a delegate. Our district has wrestled with educational topics such as updating the district Strategic Plan, passing a school bond, boundary vs. choice attendance at our high schools, charter school applications, International Baccalaureate and AP Capstone programs, developing Common Core/NGSS materials, increasing/improving technology, serving special needs students, and seeking ways to give our ESL households more of a voice. Such efforts have given me some perspective on what other schools in our region and state are working with and toward.

Please describe your activities and involvement on your local board, community, and/or CSBA. (Character count limit: 700)

I have served as the board representative to the Encinitas and Solana Beach City/School Liaison Committees, represented K-14 schools on the Encinitas City General Plan Advisory Committee, and represented our district on the North Coastal school district's Legislative Action Network. I came up through the ranks of our local PTA in Health and Safety, Legislative, and President Roles. I have worked in Human Resources for manufacturing firms and non-profit and for-profit hospitals which I feel correlates well with the "people" business that schools are. I have held clerk, vice-president and president positions on our local board multiple times. I have served on 2 non-profit advisory boards...

What do you see as the biggest challenge facing governing boards and how can CSBA help address it? (Character count limit: 700)

Cultivating connections among all parties involved in student education: staff, parents, students, community, legislators, businesses, and so on, because there are no simple solutions in accomplishing the ongoing work toward decreasing achievement gaps, increasing graduation rates/college readiness, improving/stabilizing funding, addressing student health and safety concerns, ensuring safe facilities, and other education specific tasks that are core goals we need to address in preparing our students to be productive participants in their communities.

E-mail: nominations@csba.org, or fax to (916) 371-3407, or US Mail to: CSBA | Attn: Executive Office | 3251 Beacon Blvd., West Sacramento, CA 95691. Please only submit biosketch form via one of these modes only; do not send multiple times. If you have any questions, please contact the Executive Office at (800) 266-3382.

2019 Delegate Assembly Candidate Biographical Sketch Form

DUE: Monday, January 7, 2019 – no late submissions accepted

Please complete, sign, and date this required ONE-page candidate biographical sketch form. An optional, ONE-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and do not re-type this form. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature:  Date: 1/7/19

Name: Rodolfo Lopez CSBA Region & subregion #: 17
District or COE: San Ysidro School District Years on board: Elected Nov. 2018
Profession: Businessman Contact Number (please V ☒ Cell ☐ Home ☐ Bus.): (619) 581-7491
*Primary E-mail: rodolfo.lopez@syzdschools.org
(*Communications from CSBA will be sent to primary email)
Are you an incumbent Delegate? ☐ Yes ☒ No | If yes, year you became Delegate: _____

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly. (Character count limit: 700)

I am interested in becoming a Delegate because I am committed to provide advocacy on behalf of the children of the San Ysidro School District. I want to participate in the policy making process to ensure that it reflects the interests of the San Ysidro School District and all school districts throughout the state. I want to strengthen the lines of communication between CSBA and local boards and school districts.

Having served on several Boards, I bring vast experience in Bond Oversight, policy making, budgeting and leadership. I have a degree in International Business and served in the Coast Guard Reserves.

Please describe your activities and involvement on your local board, community, and/or CSBA. (Character count limit: 700)

Served as a PTA President, currently a Board member for the San Ysidro Chamber of Commerce, Border View YMCA, and the Southwest Little League. I am a committee member for the Sweetwater Union High School District Bond Oversight Committee.

I am a lifelong resident and businessman in the San Ysidro community and have proudly helped support many San Ysidro families.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it? (Character count limit: 700)

One of the biggest challenges facing governing boards, is the budget. Specifically, the impact of pension costs and the lack of Special Education funding. CSBA must continue to be the voice for adequate funding for education in the state of California for our students.

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Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: *Douglas Paulson* Date: 12/10/2018

Name: Douglas W. Paulson CSBA Region & subregion #: 17

District or COE: Escondido Union School District

Years on board: 2

Profession: High School Teacher Contact Number (please v ☒ Cell ☐ Home ☐ Bus.): 760-522-8776

*Primary E-mail: dpaulson@eusd.org

(*Communications from CSBA will be sent to primary email)

Are you an incumbent Delegate? ☐ Yes ☒ No | If yes, year you became Delegate: _____

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly. (Character count limit: 700)

I am interested in increasing my participation in CSBA, especially in the areas of lobbying for full and fair educational funding and maintaining local control. I am in my second year as a school board member. I am proud to have worked collaboratively to promote a positive culture on our board and throughout our district. I recognize the importance of the local school board in setting the positive tone for the entire district. As Board President for the past year, I am proud of the emphasis we have placed on academics and the positive outcomes we are seeing. My background is in law enforcement and emergency services, and I've been a high school teacher for the past 22 years.

Please describe your activities and involvement on your local board, community, and/or CSBA. (Character count limit: 700)

I have completed the Master's in Governance Program, Board President's training, Governance Basics workshops, attended the CSBA Technology in the Classroom workshop, attended three CSBA annual conferences, and two CSBA political action programs. I have also participated in several Board workshops presented by CSBA. I believe that CSBA does an excellent job in assisting Boards to reach their full potential and in training board members to be effective advocates for education. I would like to expand beyond my local board to bring local voices to Sacramento to promote greater educational opportunities for all students.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it? (Character count limit: 700)

Local school boards face a great many challenges, many of them brought by a lack of funding and attempts by the State legislature to control educational activities without input or buy-in from education professionals or local communities. I believe that the California School Boards Association, through its local school board members, has the responsibility and power to advocate for full and fair funding for our schools and students. Equally, we need to ensure that local decisions are made by local communities. CSBA is most effective when it is training and supporting local boards to make high quality decisions as well as influencing decisions at the State level that can benefit local schools

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2019 Delegate Assembly Candidate Biographical Sketch Form

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Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: Dawn Perfect

Date: January 1, 2019

Name: Dawn Perfect

CSBA Region & subregion #: 17

District or COE: San Diego

Years on board: 10

Profession: Executive Director

Contact Number (please ☐ Cell ☒ Home ☐ Bus.): 760.788.1983

*Primary E-mail: dawnperfect@att.net

(*Communications from CSBA will be sent to primary email)

Are you an incumbent Delegate? ☒ Yes ☐ No | If yes, year you became Delegate: 2012

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

CSBA is the strongest voice representing school board in shaping education policy for the state of California and I am eager to participate in that process.

We need a team of leaders to gather information and communicate the needs of our 42 San Diego school districts to the statewide organization. I have those skill and will work hard diligently to serve and represent Region 17 at the Delegate Assembly.

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

Masters in Governance and CSBA Annual Education Conference - Attendee 10 years

San Diego County Superintendent's Achievement Gap Task Force

Grossmont/Cuyamaca College District Educational Master Plan participant

CSBA Golden Bell Validator

CIF Coordinating Council

District Budget Steering & 7-11 Facilities Committees, School Site Council, PTSA & Booster Clubs

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

Some challenges facing school boards are how to stay informed on changing statewide policies affecting school districts including: Development and implementation of unique LCAP goals within statewide guidelines; Changes to funding of pension systems and how this affects district budgets over the next several years; operation of charter schools within school districts and oversight responsibilities; teacher recruitment and retention. Periodic brief, nut-shell summaries of current topics in education would be a way CSBA could help board members stay up to date. Local trainings, or webinars, and short refreshers of MIG topics and current legislation would be particularly helpful.

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DAWN PERFECT

937 Bricklane Road, Ramona, California 92065

dawnperfect@att.net

760.788.1983

Dawn Perfect and her husband, Scott, are lifetime residents of San Diego County. They have four children; all educated in traditional public schools, as well as public Montessori and independent study programs.

An active volunteer in a variety of organizations, Dawn has always put an emphasis on education, both in the classroom and in the community. Through service with an assortment of non-profit groups, Dawn has forged a bond between classroom education and community opportunities available to students.

College readiness, vocational education through the integration of STEAM (science, technology, engineering, arts and math) and closing the achievement gap are key areas of interest.

Dawn was recently re-elected to a third term on the Ramona Unified Governing Board. She has served as Board President 3 years and Vice President 3 years

Employment: Ramona Parks and Recreation – Executive Director

Community Activities & Recognitions:

San Diego County School Board Member of the Year 2018

San Diego Region 17, California School Boards Association - Treasurer

Revitalization Infrastructure Chairperson, reporting to County Supervisor Dianne Jacob

Ramona Chamber of Commerce Citizen of the Year Nominee 2013

Grossmont/Cuyamaca College District – Educational Master Plan Advisory Group

CIF Coordinating Council

Community Planning Group – Transportation & Trails, Parks, Town Center Development

Palomar Health Community Action Council – Member

Ramona Intergenerational Campus – Chairperson

Friends of the Ramona Library – Lifetime Member

Boy Scouts of America – Award of Merit, Distinguished Commissioner, Council Silver Beaver

Education: San Diego State University, Palomar College; AA General Studies, AA Liberal Arts & Sciences, CSBA Masters in Governance

Ramona Unified School District Service: Elected Governing Board Member 2008, 2012, and 2016

Budget Steering Committee, 7-11 Facilities Committee, School Site Council President

2019 Delegate Assembly Candidate Biographical Sketch Form

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Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: Barbara Ryan Date: December 18, 2018

Name: Barbara Ryan CSBA Region & subregion #: 17
 District or COE: Santee School District Years on board: 39
 Profession: Vice President, Gov't Affairs Contact Number (please ☒ Cell ☐ Home ☒ Bus.): (619) 258-2304
 *Primary E-mail: barbara.ryan@santeesd.net
 (*Communications from CSBA will be sent to primary email)
 Are you an incumbent Delegate? ☒ Yes ☐ No | If yes, year you became Delegate: 1986

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly. (Character count limit: 700)

I wish to continue serving as a member of the Delegate Assembly to support CSBA in its role of speaking on behalf of students. My service as a school board member, in my community, and in my profession (Government Relations for a children's hospital) have provided me the opportunity to be well-versed on current issues facing local school boards and CSBA, and well-positioned to influence education policy at all levels.

Please describe your activities and involvement on your local board, community, and/or CSBA. (Character count limit: 700)

I have served as President, Vice-President, Clerk, and Legislative Representative on my board, serve on several school district committees, and represent my district on the Chamber Executive Board. In addition, I am a member of the San Diego County School Boards Association Executive Committee. I currently represent school boards on the Children's Initiative Board and my County's Children's Mental Health Advisory Council. My participation in CSBA, in addition to the Delegate Assembly, is as follows: Legislative Relations Chair (State & Federal); Legislative Committee; Coordinated Children's Services Task Force; School Facilities Task Force; Welfare Reform Committee; and Heath Task Force.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it? (Character count limit: 700)

Governing boards are charged with making sure the students in their districts receive the best possible educational experiences. I believe the biggest challenge we face today is having adequate resources and supportive laws/regulations to allow us to provide the highest quality education for our students. Advocacy at all levels of government is the key to success. CSBA can help address this challenge by continuing to provide advocacy training for board members and to use those collective voices to influence public policy.

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BARBARA RYAN

Biography

SCHOOL BOARD SERVICE

- **Santee Board of Education**
 - First elected in 1979
 - Re-elected in 1981, 1986, 1990, 1994, 1998, 2002, 2006, 2010, 2014, and 2018
 - Served as President, Vice President, Clerk and Legislative Representative
 - Currently serves as Legislative Representative
- **San Diego County School Boards Association**
 - Served as President, Vice President, Treasurer and Legislative Representative
- **California School Boards Association**
 - Currently:**
 - Member, Delegate Assembly
 - Member, Legislative Network
 - Served as:**
 - Legislative Relations Chair
 - Member, Legislative Committee
 - Member, Coordinated Children's Services Task Force
 - Member, School Facilities Task Force
 - Member, Welfare Reform Committee
 - Member, Health Task Force
 - Member, Condition of Children Council

COMMUNITY SERVICE (Past and Present)

- SAY San Diego, Board of Directors
- First 5 San Diego, Commission Member
- San Diego Commission on Children, Youth and Families
- Children's Initiative Board of Directors
- Foster Grandparents Board of Directors
- Serra Mesa Planning Group Executive Board
- Kearny Mesa Planning Group Executive Board
- School Site Council
- PTA Executive Board
- East County YMCA Board
- Santee Chamber of Commerce

AWARDS ACCOMPLISHMENTS

- East County Chamber of Commerce Women's in Leadership Award 2017
- SDCSBA Board Member of the Year 2011
- Champion for Children Award, Voices for Children
- YWCA Tribute to Women in Business Award
- President's Award, Santee Chamber of Commerce
- California Assembly Woman of the Year
- PTA Continuing Service Award
- PTA Honorary Service Award
- Citizen of the Year, Phi Delta Kappa
- Citizen of the Year, Santee Kiwanis Club

PROFESSIONAL

- Vice President, Government Affairs and Advocacy – Rady Children's Hospital-San Diego

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 2/14/19

Agenda Item:

Personnel Assignment Order 2019-7

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

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

Fiscal Impact (Cost):

Varies

Funding Source:

General Fund

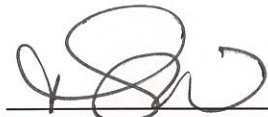
Recommended Action:

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

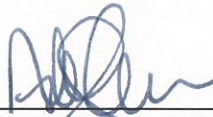
Originating Department/School: Human Resources

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Stacy Coble, Director



Dr. Andy Johnsen, Superintendent

LAKESIDE UNION SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING, February 14, 2019
Personnel Assignment Order 2019-7

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 Appointments:

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

B. Temporary Rehires:

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

C. Change of Status/Location:

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

D. Unpaid Leave Requests:

Employee	Location	Class/Step	Reason	Recommendation	Effective Date
Morgan, Mark	Lakeside Farms	Class 6 Step 26	Illness	Yes	02/15/19

E. Resignations:

Employee	Location	Class/Step	Reason	Effective Date

F. 39-Month Reemployment:

Employee	Location	Class/Step	Reason	Effective Date

G. Dismissals:

Employee	Location	Class/Step	Effective Date

Classified Staff

H. New Hire:

Employee	Location	Position/Class/Step	New Monthly Salary	Effective Date
Hicks, Lynda	Riverview	Campus Supervisor, Range 3, Step 2	\$931.37	1/14/19
Abbott, Haley	Lemon Crest	LVN, Range 19, Step 1	\$2,168.25	2/1/19
Beard, Jody	Lakeside Farms	ESS Assistant, Range 3, Step 2	\$211.10	2/1/19

I. Rehires:

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

J. Change of Status/Location:

Employee	Location	Position/Class/Step	Previous Position/Class/Step	New Monthly Salary	Effective Date
Bryant, Trish	TDS/LV	Sped I, Range 9, Step 1	Sped II, Range 11, Step 3	\$1,102.00	1/7/19
Clines, Tracy	Eucalyptus Hills	Campus Supervisor, Range 3, Step 1	Food Service Utility Worker, Range 19, Step 1	\$527.75	2/6/19

K. Unpaid Leave Requests:

Employee	Location	Position/Class/Hours	Reason	Recommendation	Effective Date

L. Resignations:

Employee	Location	Position	Reason	Effective Date
Mathis, Trystan	Lakeview	ESS Assistant	N/A	2/1/19
Shaba, Alvin	Lakeview	ESS Assistant	N/A	2/9/19
Rollins, Ashley	Lindo Park	Sped I	New Employment	2/1/19

M. 39-63 Month Reemployment:

Employee	Location	Position/Class/Step	Effective Date
Clines, Tracy	Central Kitchen	Food Service Utility Worker	2/1/19

N. Dismissals:

Employee	Location	Position	Effective Date
Roddy, Cassandra	Eucalyptus Hills	Campus Supervisor	2/1/19

RECOMMENDATION:

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

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: FEBRUARY 14, 2019

Agenda Item:

COMMERCIAL WARRANT LISTING SHEET – for the period 01/01/2019-01/31/2019

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):

\$796,033.98

Funding Source:

General, Child Development, Capital Facilities, Cafeteria, & Charter Schools (Barona, RVCS)

Addresses Emphasis Goal(s):

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

Recommended Action:

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

Originating Department/School: Click here to enter text.

Submitted/Recommended By:

Approved for Submission to the Governing Board:


Principal/Department Head Signature


Dr. Andy Johnsen, Superintendent

Reviewed by Cabinet Member 

BOARD WARRANT REPORT

01/01/2019-01/31/2019

Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Fund	Amount Charged to Fund
14493403	ADAM M WATAI	1/4/2019	SD GOLD 16 LASER TAG GUNS, 20	0100	1,019.00
14493404	AIRGAS USA, LLC	1/4/2019	BLANKET PURCHASE ORDER FOR FIS	0100	121.24
14493405	ALAN'S MUSIC CENTER INC	1/4/2019	INSTRUMENT REPAIRS	0100	331.64
14493406	ALLIANCE FOR AFRICAN	1/4/2019	ALLIANCE FOR AFRICAN ASSISTANC	0100	780.85
14493407	ANYTHING GOES PROMOTIONS	1/4/2019	CHOIR JACKETS	0100	3,090.45
14493408	APPLE INC.	1/4/2019	MOSYLE MANAGER FOR iOS, macOS	0100	16,168.00
14493409	BADI'S	1/4/2019	BLANKET PURCHASE ORDER FOR FIS	0100	50.00
14493410	CALIF. ASSOC. FUTURE FARMERS OF AMERICA	1/4/2019	2018-19 AGRICULTURAL EDUCATION	0100	1,326.00
14493411	CAMEO PAPER & JANITORIAL	1/4/2019	BLANKET PURCHASE ORDER FOR FIS	0100	261.23
14493413	CERTIFIED MOBILE SHRED	1/4/2019	SHREDDING	0100	75.00
14493414	CHINA SPROUT, INC.	1/4/2019	EASY STEPS TO CHINESE TEXTBOOK	0100	424.59
14493415	CIT FINANCE LLC	1/4/2019	RISO LEASE FISCAL YEAR 2018-19	0100	219.25
14493416	CLARK SECURITY PRODUCTS	1/4/2019	BLANKET PURCHASE ORDER FOR FIS	0100	26.06
14493417	COMPETITIVE METALS, INC	1/4/2019	OPEN PURCHASE ORDER FOR FISCAL	0100	196.78
14493418	CED-SAN DIEGO CONSOLIDATED ELECTRIC	1/4/2019	BLANKET PURCHASE ORDER FOR FIS	0100	5.51
14493419	COPY CORRAL	1/4/2019	STUDENT CERTIFICATES	0100	431.00
14493421	DION INTERNATIONAL TRUCKS LLC	1/4/2019	BLANKET PURCHASE ORDER FOR FIS	0100	157.44
14493423	EVAN-MOOR	1/4/2019	DAILY HANDWRITING PRACTICE: CO	0100	253.54
14493424	G F SHEETMETAL & WELDING CORP	1/4/2019	4X10 SHEET	0100	5,455.57
14493425	GOLDEN STAR TECHNOLOGY, INC.	1/4/2019	QU#042249 - VIZIO TV - 69.5" M	0100	1,841.44
14493426	GOPHER SPORT	1/4/2019	FLOOR HOCKEY SETS	0100	709.63
14493427	GRAINGER	1/4/2019	BLANKET PURCHASE ORDER FOR FIS	0100	375.99
14493428	HANDWRITING WITHOUT TEARS	1/4/2019	KICK START KINDER	0100	1,244.52
14493429	HOUGHTON MIFFLIN HARCOURT	1/4/2019	READ 180	0100	1,037.50
14493430	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	1/4/2019	BLANKET PURCHASE ORDER FOR FIS	0100	1,417.65
14493431	LAKESIDE WATER DISTRICT	1/4/2019	BLANKET PURCHASE ORDER FOR FIS	0100	3,058.33
14493432	LAUREN INNOVATIONS	1/4/2019	SAFETY PREPAREDNESS APP	0100	9,600.00
14493433	LOWE'S	1/4/2019	BLANKET PURCHASE ORDER FOR FIS	0100	411.43
14493434	LYNN'S LOCKSMITH SERVICE	1/4/2019	BLANKET PURCHASE ORDER FOR FIS	0100	54.13
14493435	MAIL FINANCE	1/4/2019	LEASE OF POSTAGE MACHINE FOR F	0100	301.89
14493436	MRC	1/4/2019	BLANKET PURCHASE ORDER FOR 201	0100	407.30
14493438	NYHART	1/4/2019	NOVEMBER 1, 2018 TO NOVEMBER 3	0100	2,050.00
14493439	ORANGE COUNTY DEPT. OF EDU.	1/4/2019	LEC SMAA 18/19 Q1/2 RANDOM MOMEN	0100	103.85
14493440	O'REILLY AUTO PARTS	1/4/2019	BLANKET PURCHASE ORDER FOR FIS	0100	1,275.51
14493441	SCHOLASTIC INC	1/4/2019	INVOICE M6663147	0100	626.34
14493442	SDCOE	1/4/2019	Nov & Dec 2018 Mileage	0100	1,600.00
14493443	SDCOE	1/4/2019	Nov & Dec 2018 Mileage	0100	275.00

BOARD WARRANT REPORT

01/01/2019-01/31/2019

Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Fund	Amount Charged to Fund
14493874	ALBERTSONS	1/7/2019	BLANKET PURCHASE ORDER FOR FIS	0100	518.17
14493875	ROCK AND BLOCK HARDSCAPE SUPPLY	1/7/2019	BLANKET PURCHASE ORDER FOR FIS	0100	19.40
14493876	ALPHA INVESTMENTS, INC.	1/7/2019	MEETING PLACE	0100	300.00
14493877	DION INTERNATIONAL TRUCKS LLC	1/7/2019	BLANKET PURCHASE ORDER FOR FIS	0100	1,749.37
14493878	ERIN GARCIA, CUSTODIAN	1/7/2019	REVOLVING CASH	0100	2,026.82
14493879	ERIN GARCIA, CUSTODIAN	1/7/2019	REVOLVING CASH T&C	0100	6,024.83
14493880	OFFICE DEPOT, INC.	1/7/2019	BLANKET PURCHASE ORDER FOR FIS	0100	1,507.63
14493881	O'REILLY AUTO PARTS	1/7/2019	BLANKET PURCHASE ORDER FOR FIS	0100	80.02
14493883	PPG ARCHITECTURAL FINISHES INC	1/7/2019	BLANKET PURCHASE ORDER FOR FIS	0100	84.35
14493884	PRO-ED	1/7/2019	PDMS-2 EXAMINER RECORD BOOKLET	0100	323.40
14493886	RADY CHILDREN'S HOSPITAL-SD	1/7/2019	MANDATED HEALTH SCREENING SERV	0100	11,957.77
14493887	RICOH USA, INC	1/7/2019	LEASE/COPY CHARGES FOR FISCAL YEAR	0100	671.27
14493891	SPRINT SOLUTIONS, INC.	1/7/2019	BLANKET PURCHASE ORDER FOR FIS	0100	2,194.92
14493893	THE PRINT BUTTON	1/7/2019	BLANKET PURCHASE ORDER FOR FIS	0100	12.93
14493894	UNIFIRST CORPORATION	1/7/2019	BLANKET PURCHASE ORDER FOR FIS	0100	268.78
14493895	U.S. BANK EQUIPMENT FINANCE	1/7/2019	BLANKET PURCHASE ORDER FOR FIS	0100	70.24
14493896	VISTA HILL FOUNDATION	1/7/2019	BLANKET PURCHASE ORDER FOR FIS	0100	16,397.00
14493899	XEROX CORPORATION	1/7/2019	BLANKET PURCHASE ORDER FOR FIS	0100	2,852.00
14494427	A&B SAW & LAWNMOWER SHOP	1/8/2019	BLANKET PURCHASE ORDER FOR FIS	0100	10.66
14494429	COPY CORRAL	1/8/2019	BLANKET PURCHASE ORDER FOR FIS	0100	420.23
14494431	DION & SONS, INC.	1/8/2019	BLANKET PURCHASE ORDER FOR FIS	0100	1,874.70
14494432	EAST PENN MFG CO	1/8/2019	BLANKET PURCHASE ORDER FOR FIS	0100	235.62
14494433	EDCO DISPOSAL CORPORATION	1/8/2019	BLANKET PURCHASE ORDER FOR FIS	0100	3,871.46
14494436	IMPERIAL SPRINKLER SUPPLY, INC.	1/8/2019	BLANKET PURCHASE ORDER FOR FIS	0100	9.40
14494437	LAKESHORE LEARNING MATERIALS	1/8/2019	BLANKET PURCHASE ORDER 2018-19	0100	873.56
14494438	LAKESIDE WATER DISTRICT	1/8/2019	BLANKET PURCHASE ORDER FOR FIS	0100	2,870.38
14494439	NATIONAL PETROLEUM INC	1/8/2019	BLANKET PURCHASE ORDER FOR FIS	0100	797.49
14494440	NICK RAIL MUSIC INC	1/8/2019	BLANKET PURCHASE ORDER FOR FIS	0100	138.31
14494441	OFFICE DEPOT, INC.	1/8/2019	BLANKET PURCHASE ORDER FOR FIS	0100	1,335.49
14494442	RENAISSANCE LEARNING, INC	1/8/2019	RENAISSANCE STAR MATH PILOT	0100	1,650.00
14494443	SCHOLASTIC CLASSROOM MAGAZINES	1/8/2019	SCOPE PLUS SHIPPING \$9.99	0100	109.89
14494444	SHRED IT	1/8/2019	DOCUMENT SHREDDING SERVICE	0100	113.02
14494445	SYCAMORE LANDFILL	1/8/2019	BLANKET PURCHASE ORDER FOR FIS	0100	123.89
14494446	U.S. BANK EQUIPMENT FINANCE	1/8/2019	BLANKET PURCHASE ORDER FOR FIS	0100	684.86
14495148	BLACKBOARD CONNECT INC.	1/9/2019	WCM-MWY-TMPL CREATIVE MYWAY UL	0100	8,000.00
14495151	CHRISTIAN BROTHERS CLEANING & REST., INC	1/9/2019	REPAIRS DUE TO WATER DAMAGE	0100	73,693.04
14495152	COX COMMUNICATIONS	1/9/2019	BLANKET PURCHASE ORDER FOR FIS	0100	11,093.15

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14495154	ERIN GARCIA, CUSTODIAN	1/9/2019	REVOLVING CASH	0100	3,253.04
14495156	LRP PUBLICATIONS	1/9/2019	SERVING STUDENTS WITH MEDICAL	0100	30.45
14495158	PECK'S HEAVY FRICTION INC	1/9/2019	BLANKET PURCHASE ORDER FOR FIS	0100	213.93
14495677	A&B SAW & LAWNMOWER SHOP	1/10/2019	BLANKET PURCHASE ORDER FOR FIS	0100	26.66
14495678	AGRICULTURAL PEST CONTROL	1/10/2019	BLANKET PURCHASE ORDER FOR FIS	0100	730.00
14495679	ROCK AND BLOCK HARDSCAPE SUPPLY	1/10/2019	BLANKET PURCHASE ORDER FOR FIS	0100	70.48
14495681	E3 DIAGNOSTICS, INC	1/10/2019	CALIBRATION OF AUDIOMETER GSI	0100	290.00
14495682	PEARISON, INC	1/10/2019	DSI EVER JAZZ 9	0100	376.97
14495683	BEARCOM	1/10/2019	MOT CM200D VHF 45 W 16 CH 136-	0100	499.07
14495685	CANAL TRANSMISSIONS	1/10/2019	TRANSMISSION REPAIRS NOT TO E	0100	2,384.56
14495686	CLARK SECURITY PRODUCTS	1/10/2019	BLANKET PURCHASE ORDER FOR FIS	0100	460.65
14495687	COX COMMUNICATIONS	1/10/2019	BLANKET PURCHASE ORDER FOR FIS	0100	13,993.64
14495689	DATTEL SYSTEMS INCORPORATED	1/10/2019	HP 250 G6 CORE i3 7020U/2.3 GH	0100	5,397.32
14495690	DION & SONS, INC.	1/10/2019	BLANKET PURCHASE ORDER FOR FIS	0100	10,839.89
14495691	THE FONSECA GROUP, INC.	1/10/2019	18X24 CHILDREN PLAY AREA	0100	245.67
14495693	GRAINGER	1/10/2019	BLANKET PURCHASE ORDER FOR FIS	0100	161.14
14495695	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	1/10/2019	BLANKET PURCHASE ORDER FOR FIS	0100	1,548.17
14495696	LAKESIDE EQUIPMENT	1/10/2019	BLANKET PURCHASE ORDER FOR FIS	0100	387.74
14495697	LAKESIDE WATER DISTRICT	1/10/2019	BLANKET PURCHASE ORDER FOR FIS	0100	645.14
14495698	McGRAW-HILL SCHOOL EDUCATION HOLDINGS	1/10/2019	WONDERS READING/WRITING WORKSH	0100	1,460.59
14495699	OFFICE DEPOT, INC.	1/10/2019	BLANKET PURCHASE ORDER FOR FIS	0100	35.51
14495701	NCS PEARSON, INC	1/10/2019	WIAT III ONLINE SCORING RENEWA	0100	40.00
14495703	SCHOOL BUS PARTS CO.	1/10/2019	BLANKET PURCHASE ORDER FOR FIS	0100	67.70
14495704	RUSSELL SIGLER, INC.	1/10/2019	BLANKET PURCHASE ORDER FOR FIS	0100	260.51
14495705	STEWART'S RACE WORKS, INC.	1/10/2019	LETTERS FOR DISTRICT OFFICE MA	0100	2,297.07
14495706	UNIFIRST CORPORATION	1/10/2019	BLANKET PURCHASE ORDER FOR FIS	0100	364.10
14495707	U.S. BANK EQUIPMENT FINANCE	1/10/2019	BLANKET PURCHASE ORDER FOR FIS	0100	76.76
14495708	VEBA	1/10/2019	SWE100	0100	2,632.00
14495709	WAREHOUSE SOUND & LIGHT	1/10/2019	A-T DUAL BODY PACK WIRELESS SY	0100	4,336.80
14495710	WAXIE SANITARY SUPPLY	1/10/2019	BLANKET PURCHASE ORDER FOR FIS	0100	9,401.54
14495711	WEBB'S RV SUPPLY	1/10/2019	BLANKET PURCHASE ORDER FOR FIS	0100	21.44
14496404	ABA EDUCATION FOUNDATION	1/11/2019	BLANKET PURCHASE ORDER FOR FIS	0100	15,532.75
14496405	PEARISON, INC	1/11/2019	DSI EVER JAZZ 10	0100	632.38
14496406	IMAGINE LEARNING	1/11/2019	IMAGINE LANGUAGE & LITERACY AN	0100	7,875.00
14496407	McGRAW-HILL SCHOOL EDUCATION HOLDINGS	1/11/2019	READING WONDERS BIG BOOKS PACK	0100	1,821.48
14496408	MRC	1/11/2019	BLANKET PURCHASE ORDER FOR FIS	0100	473.33
14496409	SCHOOL HEALTH CORPORATION	1/11/2019	PAPER SMOOTH PREM EXAM 21 IN 1	0100	697.96

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14496410	JOHNATHON A SZERSZEN	1/11/2019	GENERATOR	0100	2,376.20
14496412	WESTERN ENVIRONMENTAL & SAFETY	1/11/2019	AHERA 6 MONTH PERIODIC INSPECT	0100	2,130.00
14496918	ResearchILD	1/14/2019	FULL ACCESS SMARTS LICENSES	0100	575.00
14496919	AT&T	1/14/2019	BLANKET PURCHASE ORDER FOR FIS	0100	1,555.18
14496920	MATH TRANSFORMATIONS	1/14/2019	MATH CONSULTING	0100	17,100.00
14496924	CINTAS CORPORATION	1/14/2019	BLANKET PURCHASE ORDER FOR FIS	0100	312.94
14496925	CIT FINANCE LLC	1/14/2019	BLANKET PURCHASE ORDER FOR FIS	0100	382.53
14496926	DEVEREUX TEXAS TREATMENT NETWORK	1/14/2019	BLANKET PURCHASE ORDER FOR FIS	0100	20,863.28
14496927	MORSCO SUPPLY, LLC	1/14/2019	BLANKET PURCHASE ORDER FOR FIS	0100	1,398.47
14496928	GRAINGER	1/14/2019	BLANKET PURCHASE ORDER FOR FIS	0100	503.50
14496929	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	1/14/2019	2018-19 BLANKET PURCHASE ORDER	0100	1,134.88
14496930	McGRAW-HILL SCHOOL EDUCATION HOLDINGS	1/14/2019	NUMBER WORLDS LEVEL B, STUDENT	0100	127.32
14496932	PPG ARCHITECTURAL FINISHES INC	1/14/2019	BLANKET PURCHASE ORDER FOR FIS	0100	42.18
14496933	RAYNE OF SAN DIEGO	1/14/2019	BLANKET PURCHASE ORDER FOR FIS	0100	59.00
14496934	WEBB'S RV SUPPLY	1/14/2019	BLANKET PURCHASE ORDER FOR FIS	0100	21.44
14497364	DISCOVERY TOURS & TRAVEL	1/15/2019	TRANSPORTATION 11-03-2018 40 P	0100	1,766.97
14497365	ERIN GARCIA, CUSTODIAN	1/15/2019	REVOLVING CASH	0100	1,633.91
14497366	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	1/15/2019	2018-19 BLANKET PURCHASE ORDER	0100	656.48
14497367	MRC	1/15/2019	BLANKET PURCHASE ORDER FOR FIS	0100	473.33
14497368	NICK RAIL MUSIC INC	1/15/2019	YAMAHA YPC-32 STANDARD PICCOLO	0100	1,397.05
14497369	O'REILLY AUTO PARTS	1/15/2019	BLANKET PURCHASE ORDER FOR FIS	0100	1,622.94
14497370	SOUTHWEST SCHOOL & OFFICE SUPPLY	1/15/2019	BLANKET PURCHASE ORDER FOR FIS	0100	1,777.43
14497371	SYCAMORE LANDFILL	1/15/2019	BLANKET PURCHASE ORDER FOR FIS	0100	64.45
14497372	TCR SERVICES	1/15/2019	BLANKET PURCHASE ORDER FOR FIS	0100	159.36
14498049	CASBO	1/16/2019	2019 CASBO ANNUAL CONFERENCE	0100	795.00
14498050	CASBO	1/16/2019	2019 CASBO ANNUAL CONFERENCE	0100	3,415.00
14498051	CASBO	1/16/2019	CASBO SD-IMPERIAL SECTION 2019	0100	165.00
14498052	CIT FINANCE LLC	1/16/2019	RISO LEASE FISCAL YEAR 2018-19	0100	219.25
14498053	BUSINESS PRINTING CO. INC.	1/16/2019	DISTRICT NURSE VISION & HEARIN	0100	210.85
14498054	ERIN GARCIA, CUSTODIAN	1/16/2019	REVOLVING CASH	0100	50.00
14498055	LAZEL	1/16/2019	LEARNING A-Z/RAZ KID 2018-19	0100	2,815.20
14498056	MAIL FINANCE	1/16/2019	LEASE OF POSTAGE MACHINE FOR F	0100	301.89
14498057	OFFICE DEPOT, INC.	1/16/2019	BLANKET PURCHASE ORDER FOR FIS	0100	37.07
14498058	RAYO WHOLESALE	1/16/2019	BLANKET PURCHASE ORDER FOR FIS	0100	1,452.24
14498059	SDCOE	1/16/2019	EXEMPLARY SECONDARY PHYS ED	0100	50.00
14498060	TCR SERVICES	1/16/2019	BLANKET PURCHASE ORDER FOR FIS	0100	209.95
14498061	TRANE U.S.INC	1/16/2019	BLANKET PURCHASE ORDER FOR FIS	0100	989.15

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14498628	JOCELYN MCCULLOUGH	1/17/2019	DECEMBER 2018 REIMBURSEMENT PE	0100	6,398.70
14498631	XEROX CORPORATION	1/17/2019	LEASE CHARGES 2018-19	0100	1,165.59
14499288	DAVE BANG ASSOCIATES INC OF CA	1/18/2019	WABASH #SG150D 46" ROUND TABLE	0100	1,071.68
14499289	DISCOVERING SCIENCE LLC	1/18/2019	SCIENCE STEM PROGRAM	0100	800.00
14499290	OTHER WORLD COMPUTING INC.OWC	1/18/2019	BLANKET PURCHASE ORDER FOR FIS	0100	855.86
14499291	PAYTON TRUE VALUE HARDWARE	1/18/2019	BLANKET PURCHASE ORDER FOR FIS	0100	1,120.94
14499293	SMART & FINAL	1/18/2019	BLANKET PURCHASE ORDER FOR FIS	0100	380.69
14499951	KEVIN T PRESSLEY	1/22/2019	ALTERNATIVE SCHOOLS PROJECT IN	0100	2,745.00
14500487	DION & SONS, INC.	1/23/2019	BLANKET PURCHASE ORDER FOR FIS	0100	3,144.66
14500992	ABA EDUCATION FOUNDATION	1/24/2019	BLANKET PURCHASE ORDER FOR FIS	0100	5,917.50
14500993	ALLIED REFRIGERATION INC	1/24/2019	BLANKET PURCHASE ORDER FOR FIS	0100	4,743.96
14500994	BURBANK UNIFIED SCHOOL DISTRICT	1/24/2019	LIGHT UP STAGE REGISTRATION	0100	610.00
14500995	CONSCIOUS TEACHING	1/24/2019	CONSCIOUS TEACHING INVOICE 933	0100	16,800.00
14500996	SOUTHWEST SCHOOL & OFFICE SUPPLY	1/24/2019	BLANKET PURCHASE ORDER FOR FIS	0100	1,316.55
14501606	CERTIFIED MOBILE SHRED	1/25/2019	SHREDDING SERVICES	0100	75.00
14501607	CINTAS CORPORATION	1/25/2019	BLANKET PURCHASE ORDER FOR FIS	0100	148.61
14501610	DATA DISPOSAL, INC.	1/25/2019	BLANKET PURCHASE ORDER FOR FIS	0100	54.50
14501611	DEPARTMENT OF JUSTICE	1/25/2019	BLANKET PURCHASE ORDER FOR FIS	0100	392.00
14501612	EL CAJON FORD	1/25/2019	BLANKET PURCHASE ORDER FOR FIS	0100	31.50
14501613	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	1/25/2019	BLANKET PURCHASE ORDER FOR FIS	0100	414.94
14501614	LAKESIDE EQUIPMENT	1/25/2019	DUNK TANK	0100	1,064.10
14501615	LAKESIDE WATER DISTRICT	1/25/2019	BLANKET PURCHASE ORDER FOR FIS	0100	248.15
14501616	LEADER SERVICES	1/25/2019	MEDICAID REIMBURSEMENT SERVICE	0100	61.08
14501617	LYNN'S LOCKSMITH SERVICE	1/25/2019	BLANKET PURCHASE ORDER FOR FIS	0100	10.83
14501618	OFFICE DEPOT, INC.	1/25/2019	BLANKET PURCHASE ORDER FOR FIS	0100	903.23
14501619	O'REILLY AUTO PARTS	1/25/2019	BLANKET PURCHASE ORDER FOR FIS	0100	143.41
14501620	PEARSON ASSESSMENTS	1/25/2019	SPEECH RECORD FORMS	0100	94.82
14502143	ALL FOUR STRINGS	1/28/2019	INSTRUMENT REPAIRS	0100	510.35
14502144	APPLE INC.	1/28/2019	MACBOOK PRO LAPTOPS - PN# MPXT	0100	8,203.23
14502146	CELEBRATE LIFE	1/28/2019	HONORARY COLONEL PLAQUE - 5X7"	0100	18.28
14502148	COMPUTER-USING EDUCATORS, INC.	1/28/2019	CUE CONFERENCE SPRING 2019 PAL	0100	682.10
14502149	CURRIER & HUDSON	1/28/2019	LEGAL SERVICES FOR FISCAL YEAR	0100	12,967.50
14502151	EPS/DEPT G5F	1/28/2019	GRADES CLASSROOM SET	0100	6,058.16
14502152	IMPERIAL SPRINKLER SUPPLY, INC.	1/28/2019	BLANKET PURCHASE ORDER FOR FIS	0100	2.18
14502154	McGRAW-HILL SCHOOL EDUCATION HOLDINGS	1/28/2019	NUMBER WORLDS LEVEL C, STUDENT	0100	405.23
14502155	SAFETY-KLEEN	1/28/2019	BLANKET PURCHASE ORDER FOR FIS	0100	656.17
14502156	SCHOOL SERVICES OF CA, INC	1/28/2019	MAY REV WS-MIRANDA/SABRE REP	0100	650.00

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14502157	SOCIAL COMM. SPEC. SPEECH THERAPY CLINIC	1/28/2019	SPEECH THERAPY SERVICES FOR FI	0100	375.00
14502158	SPARKLETT'S	1/28/2019	BLANKET PURCHASE ORDER FOR FIS	0100	211.80
14502159	SPRINGALL ACADEMY	1/28/2019	BLANKET PURCHASE ORDER FOR FIS	0100	4,180.44
14502160	VERIZON WIRELESS	1/28/2019	BLANKET PURCHASE ORDER FOR FIS	0100	1,979.61
14502161	VEX ROBOTICS, INC.	1/28/2019	V5 COMPETITION STARTER KIT	0100	5,514.16
14502162	BRENDA WILSON	1/28/2019	GENERAL ED. TEACHER ASSISTANCE	0100	345.00
14502163	WOODWIND & BRASSWIND, INC	1/28/2019	KORG CA50 TUNER	0100	215.50
14502164	XEROX CORPORATION	1/28/2019	BLANKET PURCHASE ORDER FOR FIS	0100	3,379.70
14502746	ALBERTSON'S	1/29/2019	BLANKET PURCHASE ORDER FOR FIS	0100	62.03
14502747	A-Z BUS SALES	1/29/2019	BLANKET PURCHASE ORDER FOR FIS	0100	37.68
14502748	CINTAS CORPORATION	1/29/2019	BLANKET PURCHASE ORDER FOR FIS	0100	175.14
14502749	CYT	1/29/2019	CYT 2ND GRADE PLAY - 10/19/201	0100	1,768.00
14502750	MORSCO SUPPLY, LLC	1/29/2019	BLANKET PURCHASE ORDER FOR FIS	0100	4,396.52
14502751	EYE PHONE CITY	1/29/2019	BLANKET PURCHASE ORDER FOR FIS	0100	5,403.77
14502753	Complete Campus Security Solutions	1/29/2019	IDENT A KID LABELS	0100	240.90
14502754	LYNN'S LOCKSMITH SERVICE	1/29/2019	BLANKET PURCHASE ORDER FOR FIS	0100	21.65
14502755	O'REILLY AUTO PARTS	1/29/2019	BLANKET PURCHASE ORDER FOR FIS	0100	145.70
14502756	PECK'S HEAVY FRICTION INC	1/29/2019	BLANKET PURCHASE ORDER FOR FIS	0100	81.34
14502757	RAYNE OF SAN DIEGO	1/29/2019	BLANKET PURCHASE ORDER FOR FIS	0100	31.00
14502758	Research & Educational Design Institute	1/29/2019	VISION PLANNING - SEPT 01, 201	0100	3,000.00
14502759	RICOH USA, INC	1/29/2019	LEASE CHARGES FOR FISCAL YEAR	0100	607.73
14502760	RO HEALTH, INC	1/29/2019	NONPUBLIC MASTER CONTRACT 2018	0100	5,011.67
14502761	AIR POLLUTION CONTROL DISTRICT	1/29/2019	ANNUAL AIR POLLUTION CONTROL D	0100	330.00
14502762	SAN DIEGO GAS & ELECTRIC	1/29/2019	BLANKET PURCHASE ORDER FOR FIS	0100	62,618.60
14502763	SDCOE	1/29/2019	ELEMENTARY SCIENCE FIELD DAY 5	0100	1,058.41
14502765	SOUTHWEST SCHOOL & OFFICE SUPPLY	1/29/2019	BLANKET PURCHASE ORDER FOR FIS	0100	1,813.79
14502766	SPRINT SOLUTIONS, INC.	1/29/2019	BLANKET PURCHASE ORDER FOR FIS	0100	2,039.91
14502767	SPOT Kids Therapy, Inc.	1/29/2019	BLANKET PURCHASE ORDER FOR FIS	0100	21,270.00
14502768	VEX ROBOTICS, INC.	1/29/2019	CLASSROOM AND COMP SUPER KIT	0100	2,287.17
14502769	WAXIE SANITARY SUPPLY	1/29/2019	BLANKET PURCHASE ORDER FOR FIS	0100	101.55
14503389	AZTEC FIRE & SAFETY INC.	1/30/2019	BLANKET PURCHASE ORDER FOR FIS	0100	6,697.66
14503390	BRAIN POP	1/30/2019	SCHOOL COMBO 24/7 RENEWAL - QU	0100	2,395.00
14503392	CHAPARRAL HIGH SCHOOL	1/30/2019	ADRENALINE REG	0100	420.00
14503392	CHAPARRAL HIGH SCHOOL	1/30/2019	APTITUDE REG	0100	660.00
14503393	CHRISTIAN BROTHERS CLEANING & REST., INC	1/30/2019	INVOICE 7261825-1A STORAGE OF	0100	3,850.00
14503394	DATTEL SYSTEMS INCORPORATED	1/30/2019	CHROMEBOOK 15 CB3-532-C42PEWR	0100	1,494.94
14503395	HOUGHTON MIFFLIN HARCOURT	1/30/2019	THE MARILYN BURNS FRACTION KIT	0100	1,248.92

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14503396	LOWE'S	1/30/2019	BLANKET PURCHASE ORDER FOR FIS	0100	186.72
14503397	MENDTRONIX, INC	1/30/2019	SMART BOARD PROJECTORS - DEEP	0100	8,099.95
14503398	MISSION FEDERAL CREDIT UNION	1/30/2019	P CARDS	0100	18,404.90
14503399	PALOS SPORTS	1/30/2019	VOIT ENDURO CS3 KICKBALL 8.5 M	0100	308.99
14503401	STARFALL EDUCATION	1/30/2019	STARFALL RENEWAL	0100	270.00
14503402	TEKK INTERNATIONAL, INC.	1/30/2019	D-500v RADIO - VHF 5 WATT DIGI	0100	4,225.00
14504105	FIRST	1/31/2019	LEGO MINDSTORMS EDUCATION EV3	0100	521.79
14504106	A&B SAW & LAWNMOWER SHOP	1/31/2019	BLANKET PURCHASE ORDER FOR FIS	0100	109.10
14504107	AZTEC FIRE & SAFETY INC.	1/31/2019	BLANKET PURCHASE ORDER FOR FIS	0100	64.00
14504108	BADI'S	1/31/2019	BLANKET PURCHASE ORDER FOR FIS	0100	300.00
14504109	CYT	1/31/2019	1ST GRADE FIELD TRIP - FEBRUAR	0100	1,480.00
14504110	DION INTERNATIONAL TRUCKS LLC	1/31/2019	BLANKET PURCHASE ORDER FOR FIS	0100	990.75
14504112	MORSCO SUPPLY, LLC	1/31/2019	BLANKET PURCHASE ORDER FOR FIS	0100	246.05
14504114	MAXWELL MARKETING ASSOCIATES	1/31/2019	MSC175E 1 3/4" CUSTOM SPIN CA	0100	1,066.00
14504115	SOUTHWEST SCHOOL & OFFICE SUPPLY	1/31/2019	BLANKET PURCHASE ORDER FOR FIS	0100	817.34
GENERAL				0100 Total	633,600.97
14494431	DION & SONS, INC.	1/8/2019	BLANKET PURCHASE ORDER FOR FIS	1200	91.44
14494433	EDCO DISPOSAL CORPORATION	1/8/2019	BLANKET PURCHASE ORDER FOR FIS	1200	91.55
14494438	LAKESIDE WATER DISTRICT	1/8/2019	BLANKET PURCHASE ORDER FOR FIS	1200	214.81
14495149	ROBYN BOWMAN	1/9/2019	Nov & Dec 2018 Mileage	1200	77.40
14495690	DION & SONS, INC.	1/10/2019	BLANKET PURCHASE ORDER FOR FIS	1200	75.00
14495699	OFFICE DEPOT, INC.	1/10/2019	ESS/ASES BLANKET PURCHASE ORDE	1200	135.65
14499292	S.D. COUNTY SUPT OF SCHOOLS	1/18/2019	REGISTRATION FOR 2019	1200	255.00
14499293	SMART & FINAL	1/18/2019	BLANKET PURCHASE ORDER FOR FIS	1200	196.95
14501618	OFFICE DEPOT, INC.	1/25/2019	ESS/ASES BLANKET PURCHASE ORDE	1200	920.53
14502158	SPARKLETTS	1/28/2019	BLANKET PURCHASE ORDER FOR FIS	1200	24.00
14502164	XEROX CORPORATION	1/28/2019	BLANKET PURCHASE ORDER FOR FIS	1200	986.49
14502746	ALBERTSONS	1/29/2019	BLANKET PURCHASE ORDER FOR FIS	1200	19.96
14502762	SAN DIEGO GAS & ELECTRIC	1/29/2019	BLANKET PURCHASE ORDER FOR FIS	1200	982.98
14503398	MISSION FEDERAL CREDIT UNION	1/30/2019	P CARDS	1200	7,776.60
CHILD DEVELOPMENT				1200 Total	11,848.36
14493420	CULLIGAN	1/4/2019	BLANKET PURCHASE ORDER FOR FIS	1300	43.97
14493422	ECOLAB FOOD SAFETY SPECIALTIES	1/4/2019	THERMOMETERS	1300	167.98
14493431	LAKESIDE WATER DISTRICT	1/4/2019	BLANKET PURCHASE ORDER FOR FIS	1300	416.02
14493880	OFFICE DEPOT, INC.	1/7/2019	BLANKET PURCHASE ORDER FOR FIS	1300	127.13
14493882	P&R PAPER SUPPLY COMPANY, INC.	1/7/2019	BLANKET PURCHASE ORDER FOR FIS	1300	4,765.76
14493885	PRO-EDGE KNIFE	1/7/2019	BLANKET PURCHASE ORDER FOR FIS	1300	60.00

BOARD WARRANT REPORT

01/01/2019-01/31/2019

Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Fund	Amount Charged to Fund
14493888	S&S BAKERY, INC.	1/7/2019	OPEN PURCHASE ORDER FOR FISCAL	1300	1,156.38
14493890	SEAPORT MEAT COMPANY	1/7/2019	BLANKET PURCHASE ORDER FOR FIS	1300	435.20
14493892	SYSCO FOODS SERVICES	1/7/2019	OPEN PURCHASE ORDER FOR FISCAL	1300	20,006.60
14494431	DION & SONS, INC.	1/8/2019	BLANKET PURCHASE ORDER FOR FIS	1300	159.26
14494433	EDCO DISPOSAL CORPORATION	1/8/2019	BLANKET PURCHASE ORDER FOR FIS	1300	135.50
14495152	COX COMMUNICATIONS	1/9/2019	BLANKET PURCHASE ORDER FOR FIS	1300	338.47
14495153	DOMINO'S PIZZA	1/9/2019	BLANKETPURCHASE ORDER FOR FISC	1300	10,375.74
14495680	AMERICAN PRODUCE DISTRIBUTORS	1/10/2019	OPEN PURCHASE ORDER FOR FISCAL	1300	9,976.43
14495684	CA DEPT OF EDUCATION	1/10/2019	BLANKET PURCHASE ORDER FOR FIS	1300	897.75
14495687	COX COMMUNICATIONS	1/10/2019	BLANKET PURCHASE ORDER FOR FIS	1300	426.98
14495688	CULLIGAN	1/10/2019	BLANKET PURCHASE ORDER FOR FIS	1300	48.17
14495690	DION & SONS, INC.	1/10/2019	BLANKET PURCHASE ORDER FOR FIS	1300	340.18
14495692	GOLD STAR FOODS INC	1/10/2019	BLANKET PURCHASE ORDER FOR FIS	1300	5,647.43
14495694	HOLLANDIA DAIRY	1/10/2019	BLANKET PURCHASE ORDER FOR FIS	1300	14,451.58
14495700	P&R PAPER SUPPLY COMPANY, INC.	1/10/2019	BLANKET PURCHASE ORDER FOR FIS	1300	68.94
14496408	MRC	1/11/2019	BLANKET PURCHASE ORDER FOR FIS	1300	78.89
14496411	TEMPERATURE DESIGN REFRIGERATION	1/11/2019	BLANKET PURCHASE ORDER FOR FIS	1300	950.00
14496919	AT&T	1/14/2019	BLANKET PURCHASE ORDER FOR FIS	1300	20.51
14497367	MRC	1/15/2019	BLANKET PURCHASE ORDER FOR FIS	1300	78.89
14499293	SMART & FINAL	1/18/2019	BLANKET PURCHASE ORDER FOR FIS	1300	69.88
14500487	DION & SONS, INC.	1/23/2019	BLANKET PURCHASE ORDER FOR FIS	1300	135.32
14501605	BERNARD FOOD INDUSTRIES, INC.	1/25/2019	SOUP BASE	1300	219.74
14501609	CULLIGAN	1/25/2019	BLANKET PURCHASE ORDER FOR FIS	1300	3.50
14502147	CHEMSEARCH	1/28/2019	WATER TREATMENT PROGRAM	1300	433.69
14502150	E-CONTROL SYSTEMS, INC.	1/28/2019	THERMOSTAT MONITORING RENEWAL	1300	100.00
14502160	VERIZON WIRELESS	1/28/2019	BLANKET PURCHASE ORDER FOR FIS	1300	54.02
14502164	XEROX CORPORATION	1/28/2019	BLANKET PURCHASE ORDER FOR FIS	1300	53.76
14502752	TAKKT AMERICA HOLDING INC	1/29/2019	BLANKET PURCHASE ORDER FOR FIS	1300	115.94
14502762	SAN DIEGO GAS & ELECTRIC	1/29/2019	BLANKET PURCHASE ORDER FOR FIS	1300	1,515.87
14502764	SHIRTS UNLIMITED	1/29/2019	APRONS	1300	1,614.28
14503398	MISSION FEDERAL CREDIT UNION	1/30/2019	P CARDS	1300	124.89
CAFETERIA				1300 Total	75,614.65
14494435	ERIC HALL & ASSOCIATES, LLC	1/8/2019	BLANKET PURCHASE ORDER FOR FIS	2139	4,800.00
BOND				2139 Total	4,800.00
14494434	GOLDEN OFFICE TRAILERS, INC.	1/8/2019	BLANKET PURCHASE ORDER FOR FIS	2519	700.38
14495155	L.L. HENDRIX	1/9/2019	NOVEMBER 2018 INSPECTION HOURS	2519	3,827.00
14495157	NINYO & MOORE	1/9/2019	FABRICATION SHOP WELDING INSPE	2519	962.00

BOARD WARRANT REPORT

01/01/2019-01/31/2019

Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Fund	Amount Charged to Fund
14502153	L.L. HENDRIX	1/28/2019	INVOICE FOR LAKESIDE FARMS ES	2519	445.00
CAPITAL FACILITIES				2519 Total	5,934.38
14493437	MYERS-STEVENS & TOOHEY & CO	1/4/2019	18-19 INSURANCE PROGRAM	6200	350.00
14494428	BARONA BAND OF MISSION INDIANS	1/8/2019	A.JONES COMPENSATION	6200	2,553.61
14496922	CAPITAL REALTY ANALYSTS, INC	1/14/2019	COMMERCIAL APPRAISAL FEES	6200	2,400.00
14500997	SPECIALIZED THERAPY SERVICES	1/24/2019	SPECIALIZED THERAPY SERVICES	6200	5,660.63
BARONA CHARTER				6200 Total	10,964.24
14493412	CDW GOVERNMENT, INC.	1/4/2019	ASUS LED DISPLAY	6201	329.37
14493889	SCHOLASTIC INC	1/7/2019	NY TIMES UPFRONT	6201	109.89
14493897	WAXIE SANITARY SUPPLY	1/7/2019	ROLLMASTER TOWELS	6201	298.58
14493898	XEROX CORPORATION	1/7/2019	XEROX	6201	929.32
14494426	24 HOUR FIRE PROTECTION CO	1/8/2019	FIRE EXTINGUISHER SERVICE	6201	32.32
14494430	COX COMMUNICATIONS	1/8/2019	INTERNET	6201	235.00
14494433	EDCO DISPOSAL CORPORATION	1/8/2019	TRASH SERVICE	6201	186.00
14494438	LAKESIDE WATER DISTRICT	1/8/2019	WATER	6201	152.20
14495150	CALIFORNIA COAST CREDIT UNION	1/9/2019	CAL COAST	6201	3,250.70
14495152	COX COMMUNICATIONS	1/9/2019	INTERNET	6201	638.70
14495687	COX COMMUNICATIONS	1/10/2019	TELEPHONE	6201	805.70
14495689	DATTEL SYSTEMS INCORPORATED	1/10/2019	CABLING AND WIRING INSTALL	6201	390.00
14495702	PROVANTAGE	1/10/2019	SAMSUNG SSD 860 EVO/MISC	6201	858.20
14496403	AARDVARK ANT & PEST CONTROL, INC	1/11/2019	PEST CONTROL	6201	209.00
14496919	AT&T	1/14/2019	BLANKET PURCHASE ORDER FOR FIS	6201	146.20
14496921	BLICK ART MATERIALS	1/14/2019	OPEN PURCHASE ORDER FOR FISCAL	6201	298.98
14496923	CDW GOVERNMENT, INC.	1/14/2019	BLANKET PURCHASE ORDER FOR FIS	6201	9,172.44
14496931	PITNEY BOWES INC.	1/14/2019	POSTAGE	6201	594.28
14497370	SOUTHWEST SCHOOL & OFFICE SUPPLY	1/15/2019	OPEN PURCHASE ORDER FOR FISCAL	6201	87.23
14498629	SCHOOL OUTFITTERS	1/17/2019	BLANKET PURCHASE ORDER FOR FIS	6201	2,330.07
14498630	SMARTWATT ENERGY INC	1/17/2019	INVOICE# 69407RELEASE OF CUST	6201	16,932.45
14499294	XEROX CORPORATION	1/18/2019	XEROX LEASE	6201	929.32
14499952	XEROX CORPORATION	1/22/2019	XEROX LEASE	6201	1,381.64
14499953	YOUNG, MINNEY & CORR LLP	1/22/2019	ATTORNEY FEES	6201	5,089.65
14500991	24 HOUR FIRE PROTECTION CO	1/24/2019	FIRE EXTINGUISHER SERVICE	6201	340.15
14501608	COX COMMUNICATIONS	1/25/2019	INTERNET	6201	235.00
14502145	CALIFORNIA COAST CREDIT UNION	1/28/2019	P CARDS	6201	1,570.02
14502158	SPARKLETTSS	1/28/2019	BLANKET PURCHASE ORDER FOR FIS	6201	351.75
14502762	SAN DIEGO GAS & ELECTRIC	1/29/2019	GAS & ELECTRIC	6201	2,336.02
14503388	AARDVARK ANT & PEST CONTROL, INC	1/30/2019	ANT & PEST CONTROL	6201	209.00

BOARD WARRANT REPORT**01/01/2019-01/31/2019**

Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Fund	Amount Charged to Fund
14503391	CAROLINA BIOLOGICAL SUPPLY	1/30/2019	GREEN GENE COLONY TRANSFORMATI	6201	1,654.16
14503400	PROPERLIVING LLC	1/30/2019	BUDGET CHALLENGE STUDENT USER	6201	250.00
14504111	EMBI TEC	1/31/2019	CSI FORENSICS MINI LAB	6201	238.04
14504113	ILLUMINATE EDUCATION INC.	1/31/2019	SETH PHELPS ILLUMINATE TRAININ	6201	700.00
RIVER VALLEY CHARTER				6201 Total	53,271.38
Grand Total					796,033.98

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: February 14, 2019

Agenda Item:

REVOLVING CASH REGISTER

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

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

Fiscal Impact (Cost):

\$13,435.00

Funding Source:

GENERAL FUND, DONATION ACCOUNTS, ETC.

Addresses Emphasis Goal(s):

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

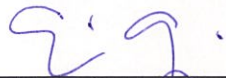
Recommended Action:

☐ Informational ☐ Denial/Rejection
☐ Discussion ☐ Ratification
☒ Approval ☐ Explanation:
☐ Adoption


Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Erin Garcia, Assistant Superintendent



Dr. Andy Johnsen, Superintendent

Reviewed by Cabinet Member 

Lakeside Union School District
Revolving Cash Register
January 2019

Date	Num	Name	Memo/Description	Amount
01/03/2019	37667	Lisa DeRosier	Refreshments For District/Board Meetings, Water.	-35.97
01/03/2019	37668	Robyn Bowman	Supplies For Preschool.	-19.37
01/03/2019	37669	Leah Hopkins	Items For Science Lesson On Matter - Flour, Buttermilk, Eggs.	-15.39
01/03/2019	37670	Jerred Murphy	Costco - (3) Xbox Bundle For Summer Camp - Muffins, Rice Krispie Treats For Winter Camp, Hot Dogs, Burgers, Sausage, Ham.	-2,942.41
01/03/2019	37671	Lisa Reynolds	Classroom Supplies - Scotch Tape, Ornaments, Carmel, Hand Punch, Dowdlepuzzle.	-40.84
01/03/2019	37672	Wilma Ward	(1) Trash Can For Kindergarten Sand Toys.	-32.29
01/08/2019	37673	Angela Robles	ACH Returned for December 2018 Payroll	-716.35
01/09/2019	37674	Jessica Carroll	Voided - Reimbursement For Parent Visit to Devereux Victoria - M. Willcoxson 12/7/18 - 12/9/18.	0.00
01/09/2019	37675	Jessica Carroll	Reimbursement For Parent Visit to Devereux Victoria - M. Willcoxson 12/7/18-12/9/18.	-347.83
01/10/2019	37676	Jennifer Anderson	ASHA Membership License Renewal.	-253.00
01/10/2019	37677	Lucretia Browning	Items For Min 2 Win For Camp.	-25.34
01/10/2019	37678	Lynn Grady	Reading Mastery III - Various Levels..	-100.45
01/10/2019	37679	Leah Hopkins	Colonial Day Supplies - Cream, Plates.	-24.35
01/10/2019	37680	Josh McGregor	Refund Of Paxton McGregor's School Lunch Account.	-22.00
01/10/2019	37681	Katherine McNiece	Therapy Materials And Office Supplies - Cleaner Board, Highlighter, Erasers, Pencils, Pens, Sheet Protectors.	-41.85
01/10/2019	37682	Jerred Murphy	Costco - Propane, Rice Crispies, Muffins (For Camp), Forks, Plates, Trays, Ziplock Bags.	-278.55
01/10/2019	37683	Marlene Pederson	Boxes Of Birthday Cards For H.R. Department.	-20.26
01/10/2019	37684	Julie Strate	State Of California & American - Speech Licenses.	-363.00
01/10/2019	37685	Heather Watson	Supplies For Preschool - Ornaments, Garland, Tablecloth.	-81.75
01/10/2019	37686	Jessica Weldele	Classroom Supplies - Grading Tools, Prize Box Supplies.	-75.53
01/11/2019	37687	Mr. Alexander Moreno	Refund Of Alex Moreno's 6th Grade Camp Over Payment.	-50.00
01/14/2019	37688	Keri Wutzke	Certificated Mail - COBRA	-23.30
01/24/2019	37689	Jackie Georgi	Reimbursement For Damaged Car Window.	-389.00
01/28/2019	37690	LUSD	INVOICE NO 1819-0043	-2,363.22
01/29/2019	37691	Ashleigh Wyatt	Voided - January 2019 Payroll - Classified Hours Did Not Process. (Printer Error)	0.00
01/29/2019	37692	Ms. Rebecca Chavez	Voided - Reimbursement Of Bailey and Caiden's 6th Grade Camp Over Payment. (Printer Error)	0.00
01/29/2019	37693	Suzanne Bass	Voided - Art Supplies & Super Teacher Renewal. (Printer Error)	0.00
01/29/2019	37694	Sharon Chaconas	Voided - Alternative Seating For Kindergarten. (Printer Error)	0.00
01/29/2019	37695	Jesse J Craycraft	Voided - Parent Reimbursement For Residential Treatment Visit. (Printer Error)	0.00
01/29/2019	37696	Tamara Drake	Voided - Tulle Various Colors, (8) Electrical Tape. (Printer Error)	0.00
01/29/2019	37697	Victoria Duncan	Glue Dots. (3) 12 Packs Of Cards, (3) Stackable Storage, Disposable Cups, Clothespins, Mini Binder Clips. (Printer Error)	0.00
01/29/2019	37697	Victoria Duncan	Voided - Glue Dots. (3) 12 Packs Of Cards, (3) Stackable Storage, Disposable Cups, Clothespins, Mini Binder Clips.7 (Printer Error)	0.00
01/29/2019	37698	Lisa Ferris	Voided - Refund Of Monica's School Lunch Account. (Printer Error)	0.00
01/29/2019	37699	Lisa Ford	Voided - Cutting - Replacement Blade. (Printer Error)	0.00
01/29/2019	37700	Elizabeth Harding	Voided - PD Day - Refreshments. (Printer Error)	0.00
01/29/2019	37701	Daynah Hooper-Robledo	Voided - Paint, Charcoal, Pencils, Masking Tape, Speciality Paper (Cards For Troops) Hot Glue Sticks. (Printer Error)	0.00
01/29/2019	37702	Mary Krumpl	Voided - Insect Lore - Cup Of Catepillars, Ink, Student Party / Activities. (Printer Error)	0.00
01/29/2019	37703	Danielle Lopez	Voided - Amazon - (20) Tisino 1/4 Inch TRS to Xlr Male Balanced Signal Interconnect Cable Quarter Inch.	0.00
01/29/2019	37704	Brian Mendoza	Voided - (2) Jimu Robots	0.00
01/29/2019	37705	Mary Miller	Voided - OT Mindfulness Cards / Books.	0.00
01/29/2019	37706	Steve Mull	Voided - Dance Concert Supplies.	0.00
01/29/2019	37707	LU QI	Voided - Crayola Class Pack, Colored Pencils, Construction Paper.	0.00
01/29/2019	37708	Karen Saake	Voided - Cheetos & Takis Multi-Pak (Printer Error)	0.00
01/29/2019	37709	Kerry Strong	Voided - Michaels - Art Supplies. (Printer Error)	0.00
01/29/2019	37710	Brian Thurman	Voided - Reissue of Ck# 36898 Because It Was An Overage Warrant.	0.00
01/29/2019	37711	Melanie Van Oostende	Voided - (3) Dozen Donuts For Parent Volunteers for Colonial Day, Salt, Oil, Eggs, Buttermilk, Syrup. (Printer Error)	0.00
01/29/2019	37712	Wilma Ward	Voided - Peace Patrol Recognition Party - Ice Cream, Popsicles, Water, Plastic Container For Peace Patrol Cart, (13) Sand Scoops, Field Paint For Soccer Lines.	0.00
01/29/2019	37713	Ashleigh Wyatt	January 2019 Payroll - Classified Hours Did Not Process.	-172.59
01/29/2019	37714	Ms. Rebecca Chavez	Reimbursement Of Bailey and Caiden's 6th Grade Camp Over Payment.	-170.00
01/29/2019	37715	Suzanne Bass	Art Supplies & Super Teacher Renewal.	-50.93
01/29/2019	37716	Sharon Chaconas	Alternative Seating For Kindergarten.	-26.88
01/29/2019	37717	Jesse J Craycraft	Parent Reimbursement For Residential Treatment Visit.	-1,433.40
01/29/2019	37718	Tamara Drake	Tulle Various Colors, (8) Electrical Tape.	-413.57
01/29/2019	37719	Victoria Duncan	Glue Dots. (3) 12 Packs Of Cards, (3) Stackable Storage, Disposable Cups, Clothespins, Mini Binder Clips.7	-262.89

01/29/2019	37720	Lisa Ferris	Refund Of Monica's School Lunch Account.	-9.75
01/29/2019	37721	Lisa Ford	Cutting - Replacement Blade.	-27.84
01/29/2019	37722	Elizabeth Harding	PD Day - Refreshments.	-139.17
01/29/2019	37723	Daynah Hooper-Robledo	Paint, Charcoal, Pencils, Masking Tape, Speciality Paper (Cards For Troops) Hot Glue Sticks.	-112.74
01/29/2019	37724	Mary Krumpl	Insect Lore - Cup Of Catepillars, Ink, Student Party / Activities.	-73.73
01/29/2019	37725	Danielle Lopez	Amazon - (20) Tisino 1/4 Inch TRS to Xlr Male Balanced Signal Interconnect Cable Quarter Inch.	-239.80
01/29/2019	37726	Brian Mendoza	(2) Jimu Robots	-150.83
01/29/2019	37727	Mary Miller	OT Mindfulness Cards / Books.	-39.85
01/29/2019	37728	Steve Mull	Dance Concert Supplies.	-58.78
01/29/2019	37729	LU QI	Crayola Class Pack, Colored Pencils, Construction Paper.	-72.71
01/29/2019	37730	Karen Saake	Cheetos & Takis Multi-Pak	-14.98
01/29/2019	37731	Kerry Strong	Michaels - Art Supplies .	-51.94
01/29/2019	37732	Brian Thurman	Reissue of Ck# 36898 Because It Was An Overage Warrant.	-75.00
01/29/2019	37733	Melanie Van Oostende	(3) Dozen Donuts For Parent Volunteers for Colonial Day, Salt, Oil, Eggs, Buttermilk, Syrup.	-53.40
01/29/2019	37734	Wilma Ward	Peace Patrol Recognition Party - Ice Cream, Popsicles, Water, Plastic Container For Peace Patrol Cart, (13) Sand Scoops, Field Paint For Soccer Lines.	-342.65
01/30/2019	37735	Priscilla Barcellos	Amazon - Bubbles & (2) Lapel Microphone Sets For Run For The Arts.	-117.43
01/30/2019	37736	Michael Bishop	Albertsons - Cookies & Paper Plates, TPT - Solar System Space Interactive Notebook, Walmart - AV Smartboard Adapter..	-81.03
01/30/2019	37737	Lucretia Browning	Target - Cotton Balls (LP) Learning Toys, Board Games.mp.	-25.11
01/30/2019	37738	Aleya Cunningham	School Smart - Chart Tablet 24X32 & 24X16.	-25.80
01/30/2019	37739	Sarah Grosskreutz	Target & Office Depot - Math Games, Hanging Folders.	-65.49
01/30/2019	37740	Leslie Hardiman	Food For Saturday School.	-20.13
01/31/2019	37741	Kasey Haynes	Walmart - Toner	-61.39
01/31/2019	37742	Gina Henke	TDS - Sharpies	-21.99
01/31/2019	37743	Amber Hudson	123 Misc. Items For Intervention.	-132.53
01/31/2019	37744	Tracy Jones	School Membership To Natural History Museum - Science, (5) Plastic Storage Tubs.	-123.60
01/31/2019	37745	Nichole Paukovits	Poppa's Pizza Game, Search And Find Sight-Words, Getting Ready To Write, Launch & Learn Games, Printer Ink, Calendar, Bean Bag Chair.	-65.79
01/31/2019	37746	Karen Saake	Cannon Ink Cartridge, HP Ink Cartridges, Multi Pak - Post It Notes.	-97.07
01/31/2019	37747	Thais St. Martin	ASHA Dues For 2019	-253.00
01/31/2019	37748	Tom Thompson	Amazon - (5) Packs Of 50 Ball Inflating Needles.	-32.95
01/31/2019	37749	Jessica Weldele	Classroom Supplies - Abillitations Level 1 & 2.	-56.21

-\$ 13,435.00

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: February 14, 2019

Agenda Item:

Ratification of Purchase Orders and Change Orders Listing (January 1, 2019 to January 31, 2019)

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 created as a result of prior Board approval. A list of purchase orders and change orders for the period of January 1, 2019, through January 31, 2019 is attached.

Fiscal Impact (Cost):

\$309,693.79

Funding Source:

General Fund Total: \$208,802.92 Pre-School Fund Total: \$2,755 Food Services Fund Total: \$2,215.87 Developer Fees Fund Total: \$95,920

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: Click here to enter text.

Submitted/Recommended By:

Approved for Submission to the Governing Board:




Principal/Department Head Signature



Dr. Andy Johnsen, Superintendent

Reviewed by Cabinet Member



JANUARY 2019 PURCHASE ORDERS

PO No.	Supplier	PO Ref	Fund	Total
0000004458	APPLE INC.	MACBOOK LAPTOP - TECH	0100	\$ 1,566.69
0000004459	EPS/DEPT G5F	VOCABULARY CURRICULUM - LMS	0100	\$ 6,220.45
0000004460	WOODWIND & BRASSWIND, INC	MUSIC TUNERS - LMS	0100	\$ 307.09
0000004461	DISCOVERY TOURS & TRAVEL	FIELD TRIP TRANS - LMS	0100	\$ 1,766.97
0000004462	SCHOOL SERVICES OF CA, INC	CADIE & SABRE REPORTS - BUS SV	0100	\$ 650.00
0000004466	APPLE INC.	4 LAPTOPS - TECH	0100	\$ 6,636.93
0000004467	CINTAS CORPORATION	BLANKET PO 2018-19 - M & T	0100	\$ 6,000.00
0000004468	COMPUTER-USING EDUCATORS, INC.	SPRING CONFERENCE - LV	0100	\$ 718.00
0000004469	DATEL SYSTEMS INCORPORATED	CHROMEBOOKS -TDS/ASB	0100	\$ 1,494.94
0000004470	VEX ROBOTICS, INC.	ROBOTICS MATERIALS - TDS	0100	\$ 2,520.93
0000004471	IDENT-A-KID SERVICES OF AMERICA, INC.	TARDY SLIPS & LABELS - WG	0100	\$ 259.57
0000004472	CELEBRATE LIFE	EMPLOYEE PLAQUE - SUPT	0100	\$ 18.32
0000004475	Research & Educational Design Institute	VISION PLANNING - SUPT	0100	\$ 3,000.00
0000004476	JAMES S HUGE	BOARD/SUPT GOVERNANCE - SUPT	0100	\$ 3,941.71
0000004477	GROSSMONT UNION HIGH	TRANSPORTATION - SPED	0100	\$ 275.00
0000004480	PALOS SPORTS	PE SUPPLIES - TDS	0100	\$ 598.86
0000004484	ALL FOUR STRINGS	MUSIC REPAIRS/PARTS - LMS	0100	\$ 372.35
0000004485	ALL FOUR STRINGS	VIOLIN BOWS - LMS	0100	\$ 138.00
0000004486	BURBANK UNIFIED SCHOOL DISTRICT	CHOIR COMPETITION - LMS	0100	\$ 610.00
0000004487	SCHOOL SERVICES OF CA, INC	BUDGET WORKSHOP - BUS SVCS	0100	\$ 400.00
0000004488	KEVIN T PRESSLEY	EDUCATION CONSULTANT - SUPT	0100	\$ 2,745.00
0000004489	JOCELYN MCCULLOUGH	SETTLEMENT - SPED	0100	\$ 6,398.70
0000004490	YOUNG AUDIENCES	COSTUME RENTAL - LMS	0100	\$ 675.00
0000004491	CRIMSON CTR FOR SPEECH & LANG. PATHOLOGY	IEP SERVICES - SPED	0100	\$ 300.00
0000004492	CPI	ANNUAL MEMBERSHIP - SPED	0100	\$ 150.00
0000004494	NCS PEARSON, INC	RECORDING FORMS - PSYCH	0100	\$ 208.73
0000004495	SEA WORLD OF CALIFORNIA	FIELD TRIP - EH	0100	\$ 1,690.00
0000004498	STACEY WEIN	ASSEMBLY L2018-024 - LF	0100	\$ 695.00
0000004499	CLASSICS 4 KIDS	ASSEMBLY L2018-025 - LF	0100	\$ 375.00
0000004500	BREAKOUT, INC	CLASSROOM PACKET - LF	0100	\$ 550.00
0000004501	SCHOLASTIC CLASSROOM MAGAZINES	SCHOLASTIC BOOKS - LF	0100	\$ 2,086.04
0000004502	SCHOLASTIC CLASSROOM MAGAZINES	SCHOLASTIC BOOKS - LF	0100	\$ 170.39
0000004503	JUNIOR ACHIEVEMENT OF S.D.	BIZTOWN - RV	0100	\$ 3,220.00
0000004504	DATEL SYSTEMS INCORPORATED	SERVER SERVICES - TECH	0100	\$ 5,158.50
0000004505	DATEL SYSTEMS INCORPORATED	UPGRADE VCENTER - TECH	0100	\$ 12,000.00
0000004506	TARGET RIVER	MARKETING I2019-027 - SUPT	0100	\$ 7,995.00
0000004507	SAN DIEGO COUNTY OFFICE OF ED	LEADERSHIP TRANSITION - SUPT	0100	\$ 1,200.00
0000004508	WINTER GARDENS SMOG & TUNE	SMOG VEHICLES - TECH	0100	\$ 99.50
0000004513	CHAPARRAL HIGH SCHOOL	CHORUS REGISTRATION - LMS	0100	\$ 1,080.00
0000004514	SEA WORLD OF CALIFORNIA	1ST GRADE FIELD TRIP - WG	0100	\$ 1,592.50
0000004515	EPS/DEPT G5F	VOCAB WORKBOOKS - LMS	0100	\$ 4,777.11
0000004516	CERTIFIED MOBILE SHRED	DOCUMENT SHREDDING - TDS	0100	\$ 75.00

JANUARY 2019 PURCHASE ORDERS

0000004516	CERTIFIED MOBILE SHRED	DOCUMENT SHREDDING - TDS	0100	\$	75.00
0000004517	MUSIC THEATRE INTERNATIONAL	DRAMA KIT - LMS	0100	\$	813.09
0000004519	DIESEL PRINT CO	PENNANTS - LC	0100	\$	218.25
0000004520	JUNIOR LIBRARY GUILD	BOOK JACKETS - LC	0100	\$	171.32
0000004521	DATTEL SYSTEMS INCORPORATED	PROJECTOR AND CABLING - LC	0100	\$	7,364.50
0000004523	SCHOLASTIC CLASSROOM MAGAZINES	SCHOLASTIC MAGS - LF	0100	\$	98.14
0000004524	PREMIER ROOFING CA, INC.	I2019-40 ROOFING FS - MAINT	0100	\$	78,617.00
0000004525	AIR POLLUTION CONTROL DISTRICT	AIR POLLUTION CONTROL - MAINT	0100	\$	330.00
0000004526	CHRISTIAN BROTHERS CLEANING & REST., INC	STORAGE FEES - MAINT	0100	\$	3,850.00
0000004527	WPS	RECORD BOOKLETS - SPED	0100	\$	651.16
0000004529	SWRCB FEES	ANNUAL PERMIT FEES - TRANS	0100	\$	150.00
0000004530	SAN DIEGO COUNTY VECTOR	VECTOR CONTROL FEES- MAINT	0100	\$	176.44
0000004532	RYAN ALAN CROSS	ASSEMBLY L2018-026 - LF	0100	\$	1,232.00
0000004533	JOSEPH FERRI	ASSEMBLY L2018-027 - LF	0100	\$	565.00
0000004534	IDENT-A-KID SERVICES OF AMERICA, INC.	VISITOR LABELS - LV	0100	\$	90.75
0000004535	ALAN'S MUSIC CENTER INC	REEDS - TDS	0100	\$	53.88
0000004536	HOUGHTON MIFFLIN HARCOURT	FRACTION KITS - ED SVCS	0100	\$	295.94
0000004537	SDCOE	POSTERS - ED SVCS	0100	\$	446.09
0000004538	EDUCATIONAL TESTING SERVICE	ELPAC LABELS - ED SVCS	0100	\$	215.50
0000004539	THINKMAP, INC.	SOFTWARE - LMS	0100	\$	3,360.00
0000004540	VARSITY BRANDS HOLDING CO., INC.	FITNESS ASSESMENT ITEMS - TDS	0100	\$	376.90
0000004541	VALLEY TRACTOR & EQUIPMENT	PARTS & LABOR - MAINT	0100	\$	320.08
					\$ 190,133.32
0000004493	S.D. COUNTY SUPT OF SCHOOLS	REGISTRATION - PRESCHOOL	1200	\$	255.00
					\$ 255.00
0000004518	SHIRTS UNLIMITED	APRONS - FS	1300	\$	1,602.68
0000004473	E-CONTROL SYSTEMS, INC.	THERMOSTAT MONITORING - FS	1300	\$	100.00
0000004474	CHEMSEARCH	WATER TREATMENT - FS	1300	\$	433.69
0000004531	WINTER GARDENS SMOG & TUNE	SMOG SERVICES - FS	1300	\$	79.50
					\$ 2,215.87
0000004481	L.L. HENDRIX	DSA INSPECTIONS - DEV FEES	2519	\$	445.00
0000004522	GEM INDUSTRIAL	LF ES RESTROOM - DEV FEES	2519	\$	95,475.00
					\$ 95,920.00
					\$ 288,524.19

CHANGE ORDER AMOUNT INFORMATION

0000003774	ALLIED REFRIGERATION	CHANGE ORDER - MAINT	0100	\$	2,500.00
0000003793	HOME DEPOT CREDIT SERVICES	CHANGE ORDER - MAINT	0100	\$	2,000.00
0000003799	O'REILLY AUTO PARTS	CHANGE ORDER - MAINT/TRANS	0100	\$	2,750.00
0000003802	RAYO WHOLESALE	CHANGE ORDER - TRANS	0100	\$	2,000.00
0000003818	DION INTERNATIONAL TRUCKS	CHANGE ORDER - TRANS	0100	\$	2,000.00
0000003820	NATIONAL PETROLEUM INC	CHANGE ORDER - TRANS	0100	\$	1,000.00
0000003827	WINTER GARDENS SMOG & TUNE	CHANGE ORDER - TRANS	0100	\$	1,000.00
0000003860	XEROX CORPORATION	CHANGE ORDER - TRANS	0100	\$	500.00

JANUARY 2019 PURCHASE ORDERS

0000003941	SOUTHWEST SCHOOL & OFFICE SUPPLY	CHANGE ORDER - LC	0100	\$	500.00
0000003990	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	CHANGE ORDER - LMS	0100	\$	500.00
0000004063	CALIF CONGRESS OF PARENT, TEACHERS	CHANGE ORDER - ED SVCS	0100	\$	3,900.00
0000004457	BENCHMARK EDUCATION	CHANGE ORDER - WG	0100	\$	19.60
					<u>\$ 18,669.60</u>
0000004021	LAKESHORE LEARNING MATERIALS	CHANGE ORDER - ESS	1200	\$	2,500.00
					<u>\$ 2,500.00</u>
				\$	288,524.19
				\$	21,169.60
		TOTAL PO'S AND CHANGE ORDERS			<u><u>\$ 309,693.79</u></u>

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: February 14, 2019

Agenda Item:

Ratification of P Card expenditure transactions (December 1, 2018 to December 31, 2018)

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

It is recommended that The Governing Board approve/ratify expenditure transactions charged to District P-Cards for the month of December 2018.

Fiscal Impact (Cost):

\$26,306.39

Funding Source:

General Fund Total: \$18,427.51, Child Development Fund Total: \$7,753.99, Food Services Fund Total: \$124.89

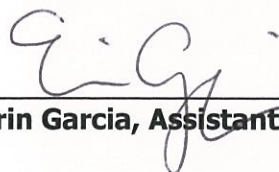
Recommended Action:

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

Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:


Erin Garcia, Assistant Superintendent


Dr. Andy Johnsen, Superintendent

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

DECEMBER 2018 MISSION FEDERAL P-CARD LEDGER

ACCT NAME	POST DATE	AMT	MERCHANT NAME	FIN.ACCOUNTING CODE	FIN.EXPENSE DESCRIPTION
ARNOLD, STACI	12/6/2018	\$ 88.90	HOME DEPOT.COM	0100-0952100-0000-8100-4300000-368-150	WORLD RUG FOR COUNSELING OFFICE
TOTAL CHARGED TO BUDGET		\$ 88.90		0100-0952100-0000-8100-4300000-368-150	
BOWMAN, ROBYN	12/2/2018	\$ 569.52	SAMS CLUB	1200-6105000-0001-1000-4300000-376-205	MISC SUPPLIES INCLUDING SNACKS, CLEANING SUPPLIES AND PAPER GOODS
	12/3/2018	\$ 98.14	SAMS CLUB	1200-6105000-0001-1000-4300000-376-205	MISC SNACK SUPPLIES FOR STAFF MEETING
	12/4/2018	\$ 16.14	LOWES	1200-6105000-0001-1000-4300000-376-205	DOOR MAT FOR ENTRANCE TO CENTER
	12/4/2018	\$ 215.56	SMART VIA INSTACART	1200-6105000-0001-1000-4300000-376-205	MISC SNACK SUPPLIES, CLEANING SUPPLIES, PAPER GOODS, ETC.
	12/4/2018	\$ 5.03	AMAZON	1200-6105000-0001-1000-4300000-376-205	PEPPERMINTS FOR HOLIDAY CRAFT PROJECT
	12/5/2018	\$ 227.30	S&S WORLDWIDE	1200-6105000-0001-1000-4300000-376-205	PENCIL SHARPENER, TOY BOX AND VARIOUS COLORS FO PAPER ROLLS
	12/4/2018	\$ 89.18	LOWES	1200-6105000-0001-1000-4300000-376-205	DOOR MAT, STORAGE BOXES, POWER CORDS ETC.
	12/4/2018	\$ 56.59	AMAZON	1200-6105000-0001-1000-4300000-376-205	BABY DOLLS, EAR PROTECTION DEVICE
	12/5/2018	\$ 25.57	DOLLAR TREE	1200-6105000-0001-1000-4300000-376-205	MISC CRAFT AND DECORATING ITEMS FOR PROGRAM
	12/5/2018	\$ 51.48	AMAZON	1200-6105000-0001-1000-4300000-376-205	BABY DOLLS
	12/6/2018	\$ 14.57	WALMART	1200-6105000-0001-1000-4300000-376-205	Q TIP ART SUPPLIES AND HOLIDAY DECORATIONS
	12/7/2018	\$ 162.02	S&S WORLDWIDE	1200-6105000-0001-1000-4300000-376-205	PENCIL SHARPENER, TOY BOX AND VARIOUS COLORS FO PAPER ROLLS
	12/17/2018	\$ 20.46	GTM DISCOUNT	1200-6105000-0001-1000-4300000-376-205	SEASONAL ITEMS FOR CENTER
	12/17/2018	\$ 33.33	WALMART	1200-6105000-0001-1000-4300000-376-205	FLEX SEAL FOR GUTTERS, INGREDIENTS FOR MAKING PLAY DOUGH
	12/17/2018	\$ 553.01	SAMS CLUB	1200-6105000-0001-1000-4300000-376-205	SPLIT TRANS: MISC PROGRAM SUPPLIES, BOOKS, CLEANING SUPPLIES & SNACK SUPPLIES
	12/20/2018	\$ 45.19	WALMART	1200-6105000-0001-1000-4300000-376-205	PLASTIC CUTLERY AND STORAGE BOXES
	12/21/2018	\$ 8.62	DOLLAR TREE	1200-6105000-0001-1000-4300000-376-205	KITCHEN UTENSILS, STORAGE CONTAINERS, ETC.
	12/23/2018	\$ 20.56	ALBERTSONS	1200-6105000-0001-1000-4300000-376-205	SALADS FOR STAFF MEETING
	12/24/2018	\$ 351.22	OFFICE DEPOT	1200-6105000-0001-1000-4300000-376-205	STAPER, MARKERS, PENS, CLOCK, POST-IT NOTES, NOTE PADS, ETC.
TOTAL CHARGED TO BUDGET		\$ 2,563.49		1200-6105000-0001-1000-4300000-376-205	
BOWMAN, ROBYN	12/4/2018	\$ 33.62	AMAZON	1200-9010200-8500-5000-4300000-082-205	CHANGING TABLE PAPER
TOTAL CHARGED TO BUDGET		\$ 33.62		1200-9010200-8500-5000-4300000-082-205	
BOWMAN, ROBYN	12/6/2018	\$ 405.00	CALIFORNIA CHILD DEV	1200-6105000-0001-1000-5200010-376-205	FALL CCDA CONFERENCE REGISTRATION FEE, NON REFUNDABLE AND UNABLE TO ATTEND
TOTAL CHARGED TO BUDGET		\$ 405.00		1200-6105000-0001-1000-5200010-376-205	
BOWMAN, ROBYN	12/11/2018	\$ 61.36	LAKE SHORE LEARNING	1200-9010200-0001-1000-4300000-082-205	REPLACEMENT CUSHION FOR BENCH IN PRESCHOOL CLASS
	12/28/2018	\$ 507.06	SAMS CLUB	1200-9010200-0001-1000-4300000-082-205	SUPPLIES FOR LEAPP PROGRAM INCLUDING RIBBON, SNACKS, PLAY MATS AND PAPER
	12/30/2018	\$ 207.59	BED BATH AND BEYOND	1200-9010200-0001-1000-4300000-082-205	MISC HOLIDAY CLEARANCE ITEMS FOR FUTURE DECORATIONS AND CLEARANCE TOYS
TOTAL CHARGED TO BUDGET		\$ 776.01		1200-9010200-0001-1000-4300000-082-205	
BOWMAN, ROBYN	12/14/2018	\$ 707.45	HOME DEPOT	1200-9010200-8500-5000-4400010-082-205	SPLIT TRANSACTION: FREEZER FOR CARE CENTER INCLUDING \$20 REMOVAL OF OLD ONE
TOTAL CHARGED TO BUDGET		\$ 707.45		1200-9010200-8500-5000-4400010-082-205	
BOWMAN, ROBYN	12/14/2018	\$ 191.80	HOME DEPOT	1200-9010200-8500-5000-4400100-082-205	SPLIT TRANSACTION: OVER STOVE MICROWAVE
TOTAL CHARGED TO BUDGET		\$ 191.80		1200-9010200-8500-5000-4400100-082-205	
BOWMAN, ROBYN	12/17/2018	\$ 140.05	SAMS CLUB	0100-9065000-7110-1000-4300000-092-205	SPLIT TRANS: NINJA FOOD PRESSURE COOKER
TOTAL CHARGED TO BUDGET		\$ 140.05		0100-9065000-7110-1000-4300000-092-205	
BOWMAN, ROBYN	12/23/2018	\$ 22.61	LITTLE CAESARS	1200-9010200-8500-5000-5800000-082-205	PIZZA FOR NON SCHOOL DAY ACTIVITY
TOTAL CHARGED TO BUDGET		\$ 22.61		1200-9010200-8500-5000-5800000-082-205	
COBLE, STACY	12/21/2018	\$ 295.00	ASSOC CAL SCHOOL ADMIN	0100-0000000-0000-7200-5200010-189-650	PROFESSIONAL DEVELOPMENT FOR HOLLY TUCKER JAN. 14, 2019
COBLE, STACY	12/10/2018	\$ 123.20	HAMPTON INN HOTELS	0100-0000000-0000-7200-5200010-189-650	HOTEL FOR STACY COBLE FOR PERSONNEL ACADEMY
TOTAL CHARGED TO BUDGET		\$ 418.20		0100-0000000-0000-7200-5200010-189-650	
DEROSIER, LISA	12/3/2018	\$ 445.17	WALMART	0100-3010000-1110-1000-4400100-047-270	TDS: (5) SAMSUNG GALAXY TAB E LIT 7" 8GB TABLETS
TOTAL CHARGED TO BUDGET		\$ 445.17		0100-3010000-1110-1000-4400100-047-270	
DEROSIER, LISA	12/5/2018	\$ 597.61	WALMART	0100-0300642-1110-1000-4300000-047-270	TDS: 20 WIRELESS MICROPHONES FOR DRAMA DEPARTMENT
TOTAL CHARGED TO BUDGET		\$ 597.61		0100-0300642-1110-1000-4300000-047-270	
DEROSIER, LISA	12/6/2018	\$ 284.40	AMAZON	0100-0300658-1110-1000-4300000-189-610	RUN FOR THE ARTS: 8 BUBBLE MACHINES
TOTAL CHARGED TO BUDGET		\$ 284.40		0100-0300658-1110-1000-4300000-189-610	
DEROSIER, LISA	12/10/2018	\$ 182.91	EMBASSY SUITES	0100-0000000-0000-7200-5200010-189-610	HOTEL ROOM FOR PATY FERNANDEZ - ACSA ACADEMY DEC. 7, 2018
TOTAL CHARGED TO BUDGET		\$ 182.91		0100-0000000-0000-7200-5200010-189-610	
DEROSIER, LISA	12/20/2018	\$ 521.50	EIG CONSTANT CONTACT	0100-0000000-0000-7200-5800092-189-610	ANNUAL FEE FOR FIRDAY CONNECT TEMPLATE USE
	12/17/2018	\$ 66.50	EIG CONSTANT CONTACT	0100-0000000-0000-7200-5800092-189-610	FRIDAY CONNECT TEMPLATE
TOTAL CHARGED TO BUDGET		\$ 588.00		0100-0000000-0000-7200-5800092-189-610	
DEROSIER, LISA	12/20/2018	\$ 335.00	PAYPAL	0100-0300658-1110-1000-5800000-189-610	RUN FOR THE ARTS: USATF SANCTION APPLICATION CHARGE
TOTAL CHARGED TO BUDGET		\$ 335.00		0100-0300658-1110-1000-5800000-189-610	

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DEROSIER, LISA	12/23/2018	\$ 17.57	AMAZON	0100-0000000-0000-7200-4300000-189-610	BOOK: THE NEW ONE MINUTE MANAGER BY KEN BLANCHARD
	12/23/2018	\$ 7.53	AMAZON	0100-0000000-0000-7200-4300000-189-610	BOOK: LETTER TO MY 14 YEAR OLD DAUGHTER BY LESLIE HARDIMAN
TOTAL CHARGED TO BUDGET		\$ 25.10		0100-0000000-0000-7200-4300000-189-610	
GARCIA, ERIN	12/3/2018	\$ 834.93	INTERCONTINENTAL HOTELS	0100-0000000-0000-7200-5200010-189-610	HOTEL STAY ERIN GARCIA FOR CSBA CONFERENCE
	12/3/2018	\$ 834.93	INTERCONTINENTAL HOTELS	0100-0000000-0000-7200-5200010-189-610	HOTEL STAY NATALIE WINSPEAR FOR CSBA CONFERENCE
TOTAL CHARGED TO BUDGET		\$ 1,669.86		0100-0000000-0000-7200-5200010-189-610	
GARCIA, ERIN	12/3/2018	\$ 834.93	INTERCONTINENTAL HOTELS	0100-0000000-0000-7100-5200010-189-610	HOTEL STAY FOR BOARD MEMBER HOLLY FERRANTE AT CSBA CONFERENCE
	12/3/2018	\$ 834.93	INTERCONTINENTAL HOTELS	0100-0000000-0000-7100-5200010-189-610	HOTEL STAY FOR BOARD MEMBER JOHN BUTZ AT CSBA CONFERENCE
TOTAL CHARGED TO BUDGET		\$ 1,669.86		0100-0000000-0000-7100-5200010-189-610	
GARCIA, ERIN	12/5/2018	\$ 47.65	PANERA BREAD	0100-0000000-0000-7200-4300000-189-670	LUNCH FOR ARCHITECT INTERVIEW PANEL
TOTAL CHARGED TO BUDGET		\$ 47.65		0100-0000000-0000-7200-4300000-189-670	
HARDIMAN, LESLIE	12/9/2018	\$ 159.92	WALMART	0100-0300675-1110-1000-4300000-047-270	SANDWICHES FOR RACHEL'S CHALLENGE
	12/9/2018	\$ 108.69	SMART AND FINAL	0100-0300675-1110-1000-4300000-047-270	SNACKS AND DRINKS FOR RACHEL'S CHALLENGE
	12/12/2018	\$ 24.07	ALBERTSONS	0100-0300675-1110-1000-4300000-047-270	COOKIES FOR RACHEL'S CHALLENGE
TOTAL CHARGED TO BUDGET		\$ 292.68		0100-0300675-1110-1000-4300000-047-270	
HARDIMAN, LESLIE	12/21/2018	\$ 66.08	AMAZON	0100-0300208-1110-1000-5800000-047-270	3 YEAR PROTECTION PLAN FOR 2 LAPTOPS
TOTAL CHARGED TO BUDGET		\$ 66.08		0100-0300208-1110-1000-5800000-047-270	
HARDIMAN, LESLIE	12/23/2018	\$ 527.92	FIRST FOR INSPIRATION	0100-0300208-1110-1000-4300000-047-270	LEGO MINDSTORMS EDUCATION EV3 CORE SET
	12/23/2018	\$ 498.00	AMAZON	0100-0300208-1110-1000-4300000-047-270	2 LENOVO LAPTOPS FOR ROBOTICS
	12/24/2018	\$ 58.16	LEGO	0100-0300208-1110-1000-4300000-047-270	ROBOTICS SUPPLIES
TOTAL CHARGED TO BUDGET		\$ 1,084.08		0100-0300208-1110-1000-4300000-047-270	
HARDIMAN, LESLIE	12/23/2018	\$ 270.00	ROBOTEVENTS.COM	0100-0300628-1110-1000-5800076-047-270	REGISTRATION FOR ROBOTICS TOURNAMENT EVENT
	12/23/2018	\$ 200.00	ROBOTEVENTS.COM	0100-0300628-1110-1000-5800076-047-270	REGISTRATION FOR ROBOTICS TOURNAMENT EVENT
TOTAL CHARGED TO BUDGET		\$ 470.00		0100-0300628-1110-1000-5800076-047-270	
HARDIMAN, LESLIE	12/28/2018	\$ 313.47	AMAZON	0100-1100000-1110-1000-4300000-047-270	MATH WOODEN SQUARE BLOCKS (3 SETS)
TOTAL CHARGED TO BUDGET		\$ 313.47		0100-1100000-1110-1000-4300000-047-270	
JOHNSON, ANDREW	12/3/2018	\$ 46.51	UBER TRIP	0100-0000000-0000-7100-5200010-189-610	CSBA CONFERENCE UBER RIDE FROM AIRPORT TO HOTEL
	12/3/2018	\$ 1,113.24	INTERCONTINENTAL HOTELS	0100-0000000-0000-7100-5200010-189-610	HOTEL STAY FOR BOARD MEMBER ANDREW HAYES AT CSBA CONFERENCE
TOTAL CHARGED TO BUDGET		\$ 1,159.75		0100-0000000-0000-7100-5200010-189-610	
JOHNSON, ANDREW	12/3/2018	\$ 1,138.84	INTERCONTINENTAL HOTELS	0100-0000000-0000-7200-5200010-189-610	HOTEL STAY FOR ANDY JOHNSON AT CSBA CONFERENCE
	12/3/2018	\$ 128.00	SAN DIEGO AIRPORT PARKING	0100-0000000-0000-7200-5200010-189-610	AIRPORT PARKING FOR CSBA CONFERENCE
TOTAL CHARGED TO BUDGET		\$ 1,266.84		0100-0000000-0000-7200-5200010-189-610	
JOHNSON, ANDREW	12/17/2018	\$ 107.48	BARNES & NOBLE	0100-0000000-0000-7200-4300000-189-610	NOTEBOOKS FOR ANDY JOHNSON
TOTAL CHARGED TO BUDGET		\$ 107.48		0100-0000000-0000-7200-4300000-189-610	
KEIPER, KEITH	12/6/2018	\$ 1,023.15	79.	0100-0952100-1110-1000-5200010-092-230	REG. FEES FOR SPRING CUE CONFERENCE MAR. 14-16, 2019 FOR PRINCIPAL & 2 TEACHERS
TOTAL CHARGED TO BUDGET		\$ 1,023.15		0100-3010000-1110-1000-5200010-092-230	
MULL, STEVE	12/2/2018	\$ 58.82	AMAZON	0100-0300642-1110-1000-4300000-350-250	BATTERY FOR DRAMA
TOTAL CHARGED TO BUDGET		\$ 58.82		0100-0300642-1110-1000-4300000-350-250	
MULL, STEVE	12/5/2018	\$ 49.47	BSN SPORTS	0100-1100000-1110-1000-4300000-350-250	PE EQUIPMENT
	12/12/2018	\$ 106.74	SERVOCITY	0100-1100000-1110-1000-4300000-350-250	ROBOTICS SUPPLIES
TOTAL CHARGED TO BUDGET		\$ 156.21		0100-1100000-1110-1000-4300000-350-250	
MULL, STEVE	12/10/2018	\$ 67.20	AMAZON	0100-0300627-1110-1000-4300000-350-250	COLOR GUARD SUPPLIES
TOTAL CHARGED TO BUDGET		\$ 67.20		0100-0300627-1110-1000-4300000-350-250	
MURPHY, JERRED	12/3/2018	\$ 33.99	AMAZON	0100-9065000-7110-1000-4300000-376-205	OVERSIZED BOWLING SET FOR PHYSICAL EDUCATION ACTIVITY
	12/3/2018	\$ 424.30	AMAZON	0100-9065000-7110-1000-4300000-376-205	MISC CRAFT SUPPLIES AND GAMES FOR PROGRAM
	12/18/2018	\$ 48.09	AMAZON	0100-9065000-7110-1000-4300000-376-205	HAND HELD GAMES
TOTAL CHARGED TO BUDGET		\$ 506.38		0100-9065000-7110-1000-4300000-376-205	
MURPHY, JERRED	12/3/2018	\$ 121.78	TST PIEOLOGY	0100-9065000-7110-1000-4300000-092-205	MEAL FOR STAFF MEETING
	12/3/2018	\$ 32.97	AMAZON	0100-9065000-7110-1000-4300000-092-205	HOLIDAY PONY BEADS FOR CRAFT PROJECT
	12/3/2018	\$ 9.73	AMAZON	0100-9065000-7110-1000-4300000-092-205	CRAFT GLITTER FOR CRAFT PROJECTS
	12/4/2018	\$ 35.98	AMAZON	0100-9065000-7110-1000-4300000-092-205	CINNAMON STICKS FOR HOLIDAY CRAFT PROJECT
	12/5/2018	\$ 44.94	AMAZON	0100-9065000-7110-1000-4300000-092-205	CLOVES FOR HOLIDAY CRAFT PROJECT
	12/14/2018	\$ 104.05	SCHOLASTIC BOOK FAIRS	0100-9065000-7110-1000-4300000-092-205	BOOKS AND ACTIVITIES FOR PROGRAM
	12/14/2018	\$ 104.09	SCHOLASTIC BOOK FAIRS	0100-9065000-7110-1000-4300000-092-205	BOOKS AND ACTIVITIES FOR PROGRAM
	12/14/2018	\$ 97.65	SCHOLASTIC BOOK FAIRS	0100-9065000-7110-1000-4300000-092-205	BOOKS AND ACTIVITIES FOR PROGRAM
	12/14/2018	\$ 99.71	SCHOLASTIC BOOK FAIRS	0100-9065000-7110-1000-4300000-092-205	BOOKS AND ACTIVITIES FOR PROGRAM

DECEMBER 2018 MISSION FEDERAL P-CARD LEDGER

	12/14/2018	\$ 100.83	SCHOLASTIC BOOK FAIRS	0100-9065000-7110-1000-4300000-092-205	BOOKS AND ACTIVITIES FOR PROGRAM
TOTAL CHARGED TO BUDGET		\$ 751.73	0100-9065000-7110-1000-4300000-092-205		
MURPHY, JERRED	12/4/2018	\$ 140.06	AMAZON	0100-9065000-7110-1000-4300000-350-205	PORTABLE BALL CART
	12/7/2018	\$ 90.84	AMAZON	0100-9065000-7110-1000-4300000-350-205	MODGE PUDGE FOR CRAFT CLUB PROJECT
	12/14/2018	\$ 100.86	SCHOLASTIC BOOK FAIRS	0100-9065000-7110-1000-4300000-350-205	BOOKS AND ACTIVITIES FOR PROGRAM
	12/14/2018	\$ 86.14	SCHOLASTIC BOOK FAIRS	0100-9065000-7110-1000-4300000-350-205	BOOKS AND ACTIVITIES FOR PROGRAM
	12/14/2018	\$ 155.78	SCHOLASTIC BOOK FAIRS	0100-9065000-7110-1000-4300000-350-205	BOOKS AND ACTIVITIES FOR PROGRAM
	12/14/2018	\$ 95.47	SCHOLASTIC BOOK FAIRS	0100-9065000-7110-1000-4300000-350-205	BOOKS AND ACTIVITIES FOR PROGRAM
	12/14/2018	\$ 90.09	SCHOLASTIC BOOK FAIRS	0100-9065000-7110-1000-4300000-350-205	BOOKS AND ACTIVITIES FOR PROGRAM
TOTAL CHARGED TO BUDGET		\$ 759.24	0100-9065000-7110-1000-4300000-350-205		
MURPHY, JERRED	12/6/2018	\$ 187.50	GROSSMONT CINEMA	1200-9010200-8500-5000-5800076-350-205	ATTENDANCE INCENTIVE FOR LMS LATER PROGRAM - MOVIE TICKETS
TOTAL CHARGED TO BUDGET		\$ 187.50	1200-9010200-8500-5000-5800076-350-205		
MURPHY, JERRED	12/28/2018	\$ 1,632.41	DAVE & BUSTERS	1200-9010200-8500-5000-5800076-781-205	ADMISION FOR WINTER CAMP FIELD TRIP
	12/28/2018	\$ 330.00	JOHNS INCREDIBLE PIZZA	1200-9010200-8500-5000-5800076-781-205	DEPOSIT FOR AMUSEMENT AND LUNCH FOR JANUARY DATE
TOTAL CHARGED TO BUDGET		\$ 1,962.41	1200-9010200-8500-5000-5800076-781-205		
MURPHY, JERRED	12/20/2018	\$ 28.97	SMART AND FINAL	1200-9010200-8500-5000-4300000-781-205	COOKIE MIXES AND DECORATIONS FOR PROGRAM
	12/24/2018	\$ 155.51	SMART AND FINAL	1200-9010200-8500-5000-4300000-781-205	MISC SNACK SUPPLIES FOR WINTER CAMP MEALS
	12/27/2018	\$ 60.26	SMART AND FINAL	1200-9010200-8500-5000-4300000-781-205	TUMBLERS FOR PROGRAM PROJECT
	12/27/2018	\$ 31.47	WALMART	1200-9010200-8500-5000-4300000-781-205	SUNSCREEN FOR CAMP AND SCIENCE CLUB ITEMS
	12/27/2018	\$ 350.67	SMART AND FINAL	1200-9010200-8500-5000-4300000-781-205	MISC SUPPLIES FOR CAMP BREAKFAST AND LUNCHESES FOR STUDENTS
	12/28/2018	\$ 152.23	SMART AND FINAL	1200-9010200-8500-5000-4300000-781-205	MISC FOOD ITEMS FOR BREAKFAST AND LUNCH WINTER CAMP PROGRAM
	12/23/2018	\$ 147.60	AMAZON	1200-9010200-8500-5000-4300000-781-205	ART CANVAS FOR WINTER CAMP PROJECTS AND ALL PURPOSE LIQUID GLUE
TOTAL CHARGED TO BUDGET		\$ 926.71	1200-9010200-8500-5000-4300000-781-205		
OWENS, TODD	12/9/2018	\$ 477.28	BEST BUY	0100-0000000-1110-1000-4400100-189-730	SOUND BARS, POWER CORD, CABLES AND MOUNT FOR TEST TV PROJECT
	12/14/2018	\$ 221.85	BEST BUY	0100-0000000-1110-1000-4400100-189-730	CABLES FOR TEST TV PROJECT
TOTAL CHARGED TO BUDGET		\$ 699.13	0100-0000000-1110-1000-4400100-189-730		
OWENS, TODD	12/10/2018	\$ 40.00	SANDAG/SR-125	0100-0983000-5001-3600-4300000-189-750	FASTRAK PASS FOR SOUTH BAY EXPRESSWAY TO TRANSPORT STUDENT
TOTAL CHARGED TO BUDGET		\$ 40.00	0100-0983000-5001-3600-4300000-189-750		
REED, KIM	12/3/2018	\$ 20.47	AMAZON	0100-0000000-0000-7200-4300000-189-630	SOFT COVER JOURNAL (SET OF 3)
TOTAL CHARGED TO BUDGET		\$ 20.47	0100-0000000-0000-7200-4300000-189-630		
REED, KIM	12/19/2018	\$ 125.00	SCHED ORG	0100-0000000-0000-7200-5800092-189-630	ONLINE STAFF PROFESSIONAL DEVELOPMENT DAY SHEDULING
TOTAL CHARGED TO BUDGET		\$ 125.00	0100-0000000-0000-7200-5800092-189-630		
REED, KIM	12/3/2018	\$ 834.93	INTERCONTINENTAL HOTELS	0100-0000000-0000-7100-5200010-189-610	HOTEL STAY FOR CSBA CONFERENCE
TOTAL CHARGED TO BUDGET		\$ 834.93	0100-0000000-0000-7100-5200010-189-610		
ROSA, JIM	12/2/2018	\$ 8.98	SOMBRERO	0100-0300601-1110-1000-4300000-343-110	2ND GRADE LUNCH FOR MATH TRANSFORMATION
	12/2/2018	\$ 60.90	SOMBRERO	0100-0300601-1110-1000-4300000-343-110	2ND GRADE LUNCH FOR MATH TRANSFORMATION
TOTAL CHARGED TO BUDGET		\$ 69.88	0100-0300601-1110-1000-4300000-343-110		
	12/21/2018	\$ 222.82	AMAZON	0100-0300601-0000-8100-4300000-343-110	2 INDOOR RUBBER FLOOR MATS FOR AUDITORIUM
TOTAL CHARGED TO BUDGET		\$ 222.82	0100-0300601-0000-8100-4300000-343-110		
ROSA, JIM	12/4/2018	\$ 117.52	CA CEDAR PRODUCTS	0100-0952100-1110-1000-4300000-343-110	PENCILS (144) RED PAW PRINT
	12/9/2018	\$ 47.96	AMAZON	0100-0952100-1110-1000-4300000-343-110	(4) MAGNETIC RAINBOW FRACTION DECIMAL TILES, CLASSROOM EDUCATION KIT
TOTAL CHARGED TO BUDGET		\$ 165.48	0100-0952100-1110-1000-4300000-343-110		
ROSA, JIM	12/20/2018	\$ 14.29	AMAZON	0100-1100000-1110-1000-4300000-343-110	BOOK "MIKEY AND THE DRAGONS"
TOTAL CHARGED TO BUDGET		\$ 14.29	0100-1100000-1110-1000-4300000-343-110		
SINATRA, CHRISTINE	12/13/2018	\$ 86.84	PERFORMANCE HEALTH SUP	0100-6500030-5750-1110-4400100-189-640	PEDIATRIC MOUTH STICKS
TOTAL CHARGED TO BUDGET		\$ 86.84	0100-6500030-5750-1110-4400100-189-640		
SPERO, SARAH	12/7/2018	\$ 1.49	ALBERTSONS	1300-5310000-0000-3700-4700000-189-770	CORN TORTILLAS
	12/20/2018	\$ 71.00	PANE E ZUCCHERO	1300-5310000-0000-3700-4700000-189-770	CATERING PASTRIES
	12/12/2018	\$ 6.98	ALBERTSONS	1300-5310000-0000-3700-4700000-189-770	CORN TORTILLAS
TOTAL CHARGED TO BUDGET		\$ 79.47	1300-5310000-0000-3700-4700000-189-770		
SPERO, SARAH	12/12/2018	\$ 26.15	AUTOZONE	1300-5310000-0000-3700-4300000-189-770	ELECTRICAL TAPE, GREASE AND GREASE DISPENSER
	12/17/2018	\$ 19.27	AMAZON	1300-5310000-0000-3700-4300000-189-770	OVEN GLOVES
TOTAL CHARGED TO BUDGET		\$ 45.42	1300-5310000-0000-3700-4300000-189-770		
THURMAN, BRIAN	12/10/2018	\$ 69.97	WALMART	0100-1100000-1110-1000-4400100-384-190	REPLACEMENT DVD PLAYER FOR MULTI PURPOSE ROOM
TOTAL CHARGED TO BUDGET		\$ 69.97	0100-1100000-1110-1000-4400100-384-190		
WILL, STEVE	12/2/2018	\$ 517.08	AMAZON	0100-0980000-1110-1000-4300000-392-210	SYLLABUS POCKET CHARTS FOR SPANISH INTERVENTION CLASSROOMS

DECEMBER 2018 MISSION FEDERAL P-CARD LEDGER					
	12/3/2018	\$ 205.78	AMAZON	0100-0980000-1110-1000-4300000-392-210	HEADPHONES FOR STUDENT IPADS
TOTAL CHARGED TO BUDGET		\$ 722.86	0100-0980000-1110-1000-4300000-392-210		
WILL, STEVE	12/3/2018	\$ 283.47	AMAZON	0100-3010000-1110-1000-4300000-335-130	EUCALYPTUS HILLS TEACHER RESOURCE BOOKS
TOTAL CHARGED TO BUDGET		\$ 283.47	0100-3010000-1110-1000-4300000-335-130		
WILL, STEVE	12/5/18	\$ 31.00	THE FLAG LADY	0100-0952100-1110-1000-4300000-392-210	FLAGPOLE HOLDERS FOR CLASSROOMS
	12/7/18	\$ 116.51	HOME DEPOT	0100-0952100-1110-1000-4300000-392-210	SAFETY CONES FOR PLAYGROUND
TOTAL CHARGED TO BUDGET		\$ 147.51	0100-0952100-1110-1000-4300000-392-210		
WILL, STEVE	12/19/2018	\$ 228.00	POWTOON.COM	0100-0000000-1110-1000-5800092-189-760	TECHNOLOGY PROGRAM
TOTAL CHARGED TO BUDGET		\$ 228.00	0100-0000000-1110-1000-5800092-189-760		
WINSPEAR, NATALIE	12/3/2018	\$ 46.58	UBER TRIP	0100-0980000-1110-2490-5200010-189-620	UBER FROM HOTEL TO AIRPORT FOR CSBA CONFERENCE
	12/3/2018	\$ 41.85	UBER TRIP	0100-0980000-1110-2490-5200010-189-620	UBER FROM SAN DIEGO AIRPORT TO HOME FOR CSBA CONFERENCE
	12/3/2018	\$ 5.00	UBER TRIP	0100-0980000-1110-2490-5200010-189-620	TIP FOR UBER
	12/3/2018	\$ 5.00	UBER TRIP	0100-0980000-1110-2490-5200010-189-620	TIP FOR UBER
TOTAL CHARGED TO BUDGET		\$ 98.43	0100-0980000-1110-2490-5200010-189-620		
		<u>\$ 26,306.39</u>			

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 2/14/19

Agenda Item:

Approval of agreement between LUSD and Grossmont Union High School District (GUHSD) for the allocation of school facilities developer fees.

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

Approval is requested of the attached agreement between LUSD and GUHSD for the allocation of school facilities developer fees. Education Code Section 17623 stipulates that nonunified school districts having common territorial jurisdiction may split the levy percentage of Level 1 school fees. The attached agreement allocates LUSD to receive 62% of the maximum allowable fee and GUHSD to receive 38% of the fee. This agreement may be terminated by either District at the end of any fiscal year with notice provided by Dec. 30th of the preceding year.

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Addresses Emphasis Goal(s):

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

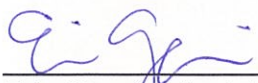
Recommended Action:

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

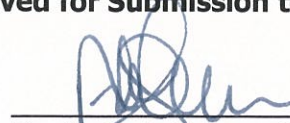
Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Erin Garcia, Assistant Superintendent



Dr. Andy Johnsen, Superintendent

Reviewed by Cabinet Member 

**AGREEMENT BETWEEN
THE GROSSMONT UNION HIGH SCHOOL DISTRICT
AND THE LAKESIDE UNION SCHOOL DISTRICT
FOR ALLOCATION OF SCHOOL FACILITIES DEVELOPER FEES
PURSUANT TO EDUCATION CODE SECTION 17623**

THIS AGREEMENT is between the GROSSMONT UNION HIGH SCHOOL DISTRICT, hereinafter referred to as "GROSSMONT," and the LAKESIDE UNION SCHOOL DISTRICT, hereinafter referred to as "LAKESIDE," and collectively hereinafter referred to as "PARTIES."

RECITALS

WHEREAS, PARTIES are authorized to levy a fee against construction within the boundaries of their respective districts for the purpose of funding the construction of or reconstruction of school facilities by Education Code Section 17620; and

WHEREAS, PARTIES have both complied with all legal requirements in order to levy such fees; and

WHEREAS, PARTIES are nonunified school districts that share common territorial jurisdiction in the community of Lakeside for public education, LAKESIDE serving grades K-8 and GROSSMONT serving grades 9-12; and

WHEREAS, Education Code Section 17623 specifies that two nonunified school districts having common territorial jurisdiction must take action if the combined amount of fees levied pursuant to Section 17620 exceeds the maximum fee authorized under Government Code 65995; and

WHEREAS, PARTIES have maintained and abided by an ongoing agreement as referred to in various memoranda and developer fee justification studies specifying the allocation of the fee revenue to comply with Education Code 17623; and

WHEREAS, PARTIES wish to formally document and approve an agreement specifying the allocation of the fee revenue to avoid levying a combined total amount that exceeds the maximum fee authorized under Government Code 65995 for nonunified districts that share a common territorial jurisdiction in compliance with Education Code 17623;

NOW THEREFORE, in consideration of the foregoing, the Parties hereby agree as follows:

AGREEMENT

1. LAKESIDE may levy up to 62% of the maximum allowable fee as established by the State Allocation Board.
2. GROSSMONT may levy up to 38% of the maximum allowable fee as established by the State Allocation Board.
3. This allocation equals 100% of the maximum allowable fee as established by the State Allocation Board and maintains the allocation that has been in place up to execution of this agreement.
4. PARTIES will communicate to each other any changes to their respective developer fee rates as approved by their respective Governing Boards pursuant to all legal requirements.
5. Term of Agreement. This agreement is effective immediately and will continue from year to year, subject to the termination provisions outlined in this agreement.
6. Modification. This Agreement may be modified by mutual consent of both parties, with an addendum to this Agreement signed by both parties.
7. Termination. This Agreement may be terminated by either party effective at the end of any fiscal year ending June 30 with notice to be provided no later than the preceding December 30.
8. Assignment. Neither this Agreement nor any interest herein may be assigned by either party without the prior written consent of the other party. Neither party shall subcontract to any other person, entity or agency the performance of any of its obligations under this Agreement without the prior written consent of the other party.
9. Notices. Any notice, request, demand or other communication required or permitted hereunder shall be in writing and may be personally delivered or given as of the date of mailing by depositing such notice in the United States mail, first-class postage prepaid and addressed as follows; or to such other place as each party may designate by subsequent written notice to each other:

To Grossmont Union High School District:

Scott Patterson
Deputy Superintendent, Business Services
1100 Murray Drive
El Cajon, CA 92020-5664

To Lakeside Union School District:

Erin Garcia
Assistant Superintendent, Business Services
12335 Woodside Avenue
Lakeside, CA 92040

IN WITNESS WHEREOF, the parties by their duly authorized officers have approved the execution of this contract effective January 18, 2019.

**GROSSMONT UNION HIGH
SCHOOL DISTRICT**

By: 

Title Deputy Supt., Bus. Services

**LAKESIDE UNION
SCHOOL DISTRICT**

By: 

Title Assistant Superintendent

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 2/14/19

Agenda Item:

Approval of contracts in February for the 2018-19 school year.

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

Ratification and approval is requested for the attached list of agreements with outside vendors for various sites and departments.

Fiscal Impact (Cost):

See attached list.

Funding Source:

General Fund

Addresses Emphasis Goal(s):

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

Recommended Action:

☐ **Informational** ☐ **Denial/Rejection**
☐ **Discussion** ☒ **Ratification**
☒ **Approval** ☐ **Explanation:** Click here to enter text.
☐ **Adoption**

Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:


Erin Garcia, Assistant Superintendent


Dr. Andy Johnsen, Superintendent

Reviewed by Cabinet Member 

Contracts 2018-19

Agency Name	Description	Contract #	Dept./Site	Began	Ends	Amount (not to exceed)
Patricia Kelly Jeffers	Professional Development	I2019-42	ED Services	1/18/2019	1/18/2019	\$250.00
Eric Hall & Associates	HR and Payroll Consulting	V2019-096	HR and Payroll	1/16/2019	1/16/2019	\$150 per hour, plus reasonable expenses
Trans. Agreement-Luadner	Student/District Agreement	V2019-097	SPED	1/1/2019	6/30/2019	42.4 miles @ 0.58/mile daily
The Applied Neuropsychology, Inc.	Evaluations and Reporting	I2019-43	SPED	1/1/2019	6/30/2019	\$3,500.00
Julian Mining Co.	Assembly	L2018-026	LF	4/2/2019	4/2/2019	\$1,540.00
Joseph Ferri/Bubblemania and Co	Assembly	L2018-027	LF	1/23/2019	1/23/2019	\$565.00
Main Street Optometry	Optometric Vision Therapy	I2019-44	SPED	2/1/2019	6/30/2019	See Rate Sheet
TIEE-Cook Education Center	NPS	V2019-100	SPED	1/8/2019	6/30/2019	See Rate Sheet

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 2/14/19

Agenda Item:

Donations

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

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

Fiscal Impact (Cost):

Site specific

Funding Source:

None

Addresses Emphasis Goal(s):

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

Recommended Action:

☐ **Informational** ☐ **Denial**
☐ **Discussion** ☐ **Ratification**
☒ **Approval** ☐ **Explanation:** [Click here to enter text.](#)

Originating Department/School: Superintendent's Office

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Principal/Department Head Signature



Dr. Andy Johnsen, Superintendent

Item	Approximate Value	Donated By	Designated for Use at:
Femineers Say Garden Project Grant	\$5,000	Lowe's	Tierra del Sol
Grant	\$5,000	Barona	Tierra del Sol Middle School
K'Nex for Makerspace	\$100	Ferrante Insurance	Lindo Park
Instrument Reeds	\$100	Ferrante Insurance	Tierra del Sol
Playground Equipment	\$100	Ferrante Insurance	Eucalyptus Hills
	\$55,000	Rise City Church	Lindo Park

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: February 14, 2019

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 teaching experience through practice teaching.

Fiscal Impact (Cost):

The university will provide compensation to the supervising teacher.

Funding Source:

N/A

Recommended Action:

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

Originating Department/School: Assistant Superintendent's Office, Educational Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Dr. Kim Reed, Assistant Superintendent



Dr. Andy Johnsen, 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.

Student Teaching Agreement Between Point Loma Nazarene University and Lakeside Union School District

1. **PARTIES:** This agreement is entered into on this 1st Day of December 2018 by and between Point Loma Nazarene University, hereafter referred to as "COLLEGE" and Lakeside Union School District located at 12335 Woodside Avenue, Lakeside, CA 92040. Hereafter referred to as the "District."
2. **PURPOSE:** The purpose of this non-exclusive Agreement is to establish the terms and conditions under which students of COLLEGE may participate in Student Teaching Internships, Practicum and Observations at the schools located in the District.
3. **TERM:** The term of this Agreement begins 12/01/2018 and ends 06/30/2023.
4. **COMPLIANCE WITH HANDBOOK AND POLICY:** COLLEGE and COLLEGE's participating students shall comply with all applicable policies of the COLLEGE and District (District shall provide to COLLEGE all of its applicable policies to which COLLEGE and its participating students will comply). Students accepted to the District for clinical training shall be subject to all applicable policies and regulations of the District and COLLEGE. Prior to assignment of students to the District, COLLEGE will advise students of any specific requirements that must be met to participate in the clinical. These specific requirements are outlined in COLLEGE's student teaching manual or in COLLEGE's other matriculation documents. Failure to complete the requirements will result in non-placement of students.
5. **COOPERATING TEACHERS.** The District shall provide qualified Cooperating Teachers to provide oversight, feedback and mentoring to COLLEGE's participating students. Quality standards and service expectations for Cooperating Teachers are outlined in Exhibit A. COLLEGE shall pay a \$300 stipend to Cooperating Teachers per quad, an eight (8) week session of full-time service. Longer or shorter assignments will be assessed on a pro-rated basis. Compensation will not be provided for practicum courses. The stipends contemplated herein are to be paid directly to the District, provided the District has provided a completed and executed W-9 form to COLLEGE. Stipend will be paid upon the completion of the student teaching semester providing all paperwork has been submitted by the Cooperating Teachers and the District to COLLEGE. The relationship between Cooperating Teachers and COLLEGE shall be that of an independent contractor and shall not be deemed to be that of an employer-employee relationship, joint venture, or partnership. Cooperating Teachers shall be solely responsible for the payment of his/her own state and federal income tax and self-employment tax as applicable.
6. **CONFIDENTIALITY:** COLLEGE shall inform each participating student of Federal law governing the confidentiality of District student information, including FERPA. The District shall inform each participating student of any applicable state law governing the confidentiality of student information. The District shall also inform each participating Cooperating Teacher and other applicable District staff that he/she is bound to maintain in confidence, any documents or other confidential information about COLLEGE and/or about COLLEGE's participating students and their education records to which he/she might have access. Any breach of confidentiality by a participating Student or Cooperating Teacher or the District shall be grounds for immediate termination of the clinical experience by the affected party.
7. **INDEMNIFICATION AND HOLD HARMLESS:** COLLEGE shall defend, indemnify and hold the District, its Board, officials, officers, employees, volunteers and agents free and harmless from any and all liabilities and damages arising out of or incident to acts, omissions or willful misconduct of COLLEGE, its officials, officers, employees, agents, and contractors arising out of or in connection with the performance of COLLEGE under this Agreement. The only limitation upon the COLLEGE's duty to indemnify as set forth herein to the District, its Board, officials, officers, employees, volunteers and agents shall be for the acts, omissions, negligence or willful misconduct of the District, its Board, officials, officers, employees, volunteers and agents. District shall defend, indemnify and hold the COLLEGE, its trustees, officials, officers, employees, volunteers and agents free and harmless from any and all liabilities and damages arising out of or incident to acts, omissions or willful misconduct of the District, its officials, officers, employees, agents and contractors arising out of or in connection with the performance of District under this Agreement. The only limitation upon the District's duty to indemnify as set forth herein to the COLLEGE, its trustees, officials, officers, employees, volunteers and agents shall be for the acts, omissions, negligence or willful misconduct of the COLLEGE, its trustees, officials, officers, employees, volunteers and agents.
8. **ASSIGNMENT:** The provisions of this Agreement shall insure to the benefit of, and shall be binding upon the successors of the parties hereto. Neither this Agreement nor any of the rights or obligations hereunder may be transferred or assigned without prior written consent of the other party.
9. **NOTICES:** Notices under this Agreement shall be mailed or delivered to the parties as follows:

College/University

District

Dr. Deborah Erickson
Dean, School of Education
Point Loma Nazarene University
3900 Lomaland Drive
San Diego, CA. 92106

Lakeside Union School District
12335 Woodside Avenue
Lakeside, CA 92040

10. **MODIFICATION OF AGREEMENT:** This Agreement may be modified only by written amendment executed by all parties. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes all prior or contemporaneous understandings or agreements, whether written or oral, regarding this subject matter.

11. **TERMINATION:** A Party may terminate this Agreement, with or without cause, upon the provision of thirty (30) days' written notice to the other Party. In the event of such termination of this Agreement, a student shall have the right to complete the semester or quarter under the conditions and terms of this Agreement, unless the District requests the withdrawal of that student under Section 14 (f) below.

12. **RELATIONSHIP OF PARTIES:**

(a) At all times under this Agreement, COLLEGE and the District shall be considered independent contractors. Nothing contained herein, nor any course of action or failure to act, shall be construed to create, as between COLLEGE and the District, an employer-employee or agent-servant relationship, or any other relationship except that of independent contractors. Neither District nor COLLEGE can bind the other party in any way.

(b) While assigned to the District, COLLEGE students will not be considered employees of the District and the District shall not be responsible for the payment of any wages, payroll taxes, Social Security, Workers' Compensation insurance, malpractice insurance, or other benefits to or on behalf of such students

(c) Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties.

13. **NONDISCRIMINATION:** The parties shall comply with the applicable provisions of Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Americans with Disability Act of 1990 and the applicable regulations related thereto in the performance of this Agreement. The parties will not, in the performance of this Agreement, discriminate against any individual including but not limited to employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin. This section shall not apply to discrimination in employment on the basis of religion that is specifically exempt under the Civil Rights Act of 1964 (42 U.S.C. §2000e-2).

14. **RESPONSIBILITIES OF THE PARTIES:**

(a) COLLEGE and District shall promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the District's FIELDWORK SITE or involving employees or agents of the FIELDWORK SITE, to take prompt and effective remedial action when discrimination or harassment is found to have occurred and to promptly notify the the other party of the existence and outcome of any complaint of harassment by, against or involving any participating student.

(b) COLLEGE and District agree to comply with all federal, state and local statutes and regulations applicable to the operation of this Agreement, including without limitations, laws relating to the confidentiality of student records.

(c) COLLEGE requires that all students who must enter a FIELDWORK SITE provide us with a current and clear copy of a background check that conforms to the District's fingerprinting requirements set forth in section (e) below. Students will be prohibited to move forward until this document is received.

(d) COLLEGE will maintain in full force and effect, at its sole expense and written by carriers reasonably acceptable to District:

i. Commercial General Liability

Limits of Liability:

\$1,000,000 Combined Single Limit
\$2,000,000 General Aggregate
\$1,000,000 Products Aggregate
\$1,000,000 Personal Injury
\$5,000 Medical Payments

Coverage:

Premises/Operation Liability
Medical Payments Liability
Contractual Liability
Personal Injury Liability
Independent Contractors

ii. Student Internship Liability, as related to Educational Services

Limits of Liability:

\$1,000,000 each wrongful act

\$1,000,000 aggregate

iii. Certificates of Insurance

District will also maintain in full force and effect, at its sole expense, commercial general liability insurance covering District's activities under this Agreement in sufficient amounts comparable with other primary and secondary school districts in San Diego County, California.

(e) Fingerprinting Requirements: The District has determined under Education Code section 45125.1 subdivision (d) that in performing services pursuant to this Agreement, Interns (participating students) may have substantial contact with pupils under the totality of the circumstances. Therefore, as required under Education Code section 45125.1 subdivision (a) Interns pursuant to this Agreement must submit their fingerprints in a manner authorized by the DOJ in order to conduct a criminal background check to determine whether these individuals have been convicted of or have charges pending for a felony as defined under Education Code 45122.1. The District requires the use of the San Diego County Office of Education ("SDCOE") Clearing house for these fingerprinting and background checks for Students as required by the Education Code. The SDCOE has an electronic fingerprinting services called LiveScan. Electronic services are preferred by the legislative intent of the Education Code: "Where reasonable access to the statewide electronic fingerprinting network is available, the Department of Justice (DOJ) may mandate electronic submission of the fingerprint cards and other information required by this section. "(Ed. Code. 45125.1,subd. (j).) The cost is \$133 to be paid by cashier check or money order to SDCOE. The fingerprints go into a database directly connected to the DOJ. Obtaining this clearance shall be the sole responsibility of COLLEGE and the applicable Student.

(f) COLLEGE agrees to withdraw any Student from the District site who has been determined by the **District**, in the exercise of its sole discretion, but only after good faith consultation with the COLLEGE, to have materially violated the District's policies or failed the background check or fingerprinting requirements in subclauses (c) and (e) above, or for any violation of the terms of this Agreement.

15. **CONTROLLING LAW:** This Agreement shall be governed by the laws of the State of California. All actions commenced to enforce this Agreement shall be filed in a court of appropriate jurisdiction located in San Diego County, California.

16. **LIMITATIONS:** Neither party makes any warranties or representations regarding the activities under this Agreement or any other matter, including without limitation any express, implied or statutory warranties of merchantability, fitness for a particular purpose, non-infringement of third party rights, accuracy, title or arising out of course of conduct or trade custom or usage, all of which are expressly disclaimed. In no event shall either party be liable for any indirect, special, incidental, 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.

17. **MISCELLANEOUS:** If any provision hereof is held by a court of competent jurisdiction to be void, invalid or unenforceable, the remaining provisions shall remain in full force and effect, and the stricken provision shall be revised so as to reflect the original intent of the parties hereunder to the maximum extent permitted by applicable law. All rights and remedies conferred herein shall be cumulative and in addition to all of the rights and remedies available to each party at law, in equity or otherwise. This Agreement may be executed in several counterparts that together shall be originals and constitute one and the same instrument. A facsimile, pdf or other electronic signature or transmission of a signed version of this Agreement shall be deemed an original signature and binding on the applicable party.

In witness whereof, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officials thereunto duly authorized as of the date first above written.

Point Loma Nazarene University

By: Kerry D. Fulcher
(Signature)

Name: Kerry D. Fulcher, Ph.D.

Title: Provost and Chief Academic Officer

Date: 12-3-2018

For District

By: Erin Garcia
(Signature)

Name: Erin Garcia

Title: Assistant Superintendent

Date: _____

EXHIBIT A

Quality Standards and Service Expectations for Cooperating Teachers

1. The District shall periodically provide to COLLEGE written evaluations of the COLLEGE's participating students' performance in the Student Teaching Internships, Practica or Observations from their respective Cooperating Teachers.
2. Before hosting a candidate from PLNU, the cooperating teacher agrees to:
 - a. (10) hours of training as required by the CTC
 - b. Submission of professional information
3. The cooperating teacher agrees to provide the following:
 - a. Weekly reflection of the candidate's progress conducted with the candidate
 - b. Submission of documentation detailing when and how co-teaching is utilized.
 - c. Assess the candidate's performance and disposition utilizing PLNU forms (<https://www.plnuclinicalpractice.com/cooperating-teacher-forms-clqzg>)
 - d. Agree to the conditions under the cooperating teacher checklist (<https://www.plnuclinicalpractice.com/cooperating-teachers-c20ru>)

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: February 14, 2019

Agenda Item:

Memorandum of Understanding with Alliant International University.

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

To provide students of Alliant International University teaching experience through practice teaching.

Fiscal Impact (Cost):

The university will provide compensation to the supervising teacher.

Funding Source:

N/A

Recommended Action:

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

Originating Department/School: Assistant Superintendent's Office, Educational Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Dr. Kim Reed, Assistant Superintendent



Dr. Andy Johnsen, 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.

Student Teaching Agreement Between Alliant International University and Lakeside Union School District

1. **PARTIES:** This agreement is entered into on this ____ day of _____ by and between Alliant International University, Inc. hereafter referred to as "COLLEGE" and Lakeside Union School District located at 12335 Woodside Avenue, Lakeside, CA 92040. Hereafter referred to as the "District."
2. **PURPOSE:** The purpose of this non-exclusive Agreement is to establish the terms and conditions under which students of COLLEGE may participate in Student Teaching Internships, Practicum and Observations at the schools located in the District.
3. **TERM:** The term of this Agreement begins 1/1/2019 and ends 12/31/2022.
4. **COMPLIANCE WITH HANDBOOK AND POLICY:** COLLEGE and COLLEGE's participating students shall comply with all policies of the University and District. Students accepted to the District for clinical training shall be subject to all applicable policies and regulations of the District and COLLEGE. Prior to assignment of students to the District, COLLEGE will advise students of any specific requirements that must be met to participate in the clinical. These specific requirements are outlined in COLLEGE's student teaching manual. Failure to complete the requirements will result in non-placement of students.
5. **COOPERATING TEACHERS.** The District shall provide qualified Cooperating Teachers to provide oversight, feedback and mentoring to COLLEGE's participating students. Quality standards and service expectations for Cooperating Teachers are outlined in Exhibit A. COLLEGE shall pay a \$175 stipend to Cooperating Teachers per each eight (8) week session of full-time service. Longer or shorter assignments will be assessed on a pro-rated basis. Compensation will not be provided for practicum courses. The stipends contemplated herein are to be paid directly to Cooperating Teacher. Should stipends be a lesser amount than those of the district, the participating student shall pay the difference. Stipend will be paid upon the completion of the student teaching semester providing all paperwork has been submitted. The relationship between Cooperating Teachers and COLLEGE shall be that of an independent contractor and shall not be deemed to be that of an employer-employee relationship, joint venture, or partnership. Cooperating Teachers shall be solely responsible for the payment of his/her own state and federal income tax and self-employment tax as applicable.
6. **CONFIDENTIALITY:** COLLEGE shall inform each participating student of Federal law governing the confidentiality of District student information, including FERPA. The District shall inform each participating student of any applicable state law governing the confidentiality of student information. The District shall also inform each participating Cooperating Teacher that he/she is bound to maintain in confidence, any documents or other confidential information about COLLEGE to which he/she might have access. Any breach of confidentiality by a participating Student or Cooperating Teacher shall be grounds for immediate termination of the clinical experience.
7. **INDEMNIFICATION AND HOLD HARMLESS:** COLLEGE shall defend, indemnify and hold the District, its Board, officials, officers, employees, volunteers and agents free and harmless from any and all liabilities and damages arising out of or incident to acts, omissions or willful misconduct of COLLEGE, its officials, officers, employees, agents, and contractors arising out of or in connection with the performance of COLLEGE under this Agreement. The only limitation upon the COLLEGE's duty to indemnify as set forth herein to the District, its Board, officials, officers, employees, volunteers and agents shall be for the negligence or willful misconduct of the District, its Board, officials, officers, employees, volunteers and agents.
8. **ASSIGNMENT:** The provisions of this agreement shall insure to the benefit of, and shall be binding upon the successors of the parties hereto. Neither this agreement nor any of the rights or obligations here under may be transferred or assigned without prior written consent of the other party.
9. **NOTICES:** Notices under this agreement shall be mailed or delivered to the parties as follows:

College/University Dr. Mary Oling-Sisay Dean, California School of Education Alliant International University, Inc. 10455 Pomerado Road, San Diego, CA 92131	District Lakeside Union School District 12335 Woodside Avenue Lakeside, CA 92040
---	--
10. **MODIFICATION OF AGREEMENT:** This Agreement may be modified only by written amendment executed by all parties.
11. **TERMINATION:** This Agreement may be modified only by written amendment executed by all parties. A Party may terminate this Agreement, with or without cause, upon the provision of thirty (30) days written notice to the other Party. In the event of such termination

of the Agreement, a student shall have the right to complete the semester or quarter under the conditions and terms of this Agreement, unless the District requests the withdrawal of that student under Section 14 below.

12. **RELATIONSHIP OF PARTIES**

(a) At all times under this Agreement, COLLEGE and the District shall be considered independent contractors. Nothing contained herein, nor any course of action or failure to act, shall be construed to create, as between COLLEGE and the District, an employer-employee or agent-servant relationship, or any other relationship except that of independent contractors.

(b) While assigned to the District, COLLEGE students will not be considered employees of the District and the District shall not be responsible for the payment of any wages, payroll taxes, Social Security, Workers' Compensation insurance, malpractice insurance, or other benefits to or on behalf of such students.

(c) Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties.

13. **NONDISCRIMINATION:** The parties shall comply with Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Americans with Disability Act of 1990 and the regulations related thereto. The parties will not discriminate against any individual including but not limited to employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin. This section shall not apply to discrimination in employment on the basis of religion that is specifically exempt under the Civil Rights Act of 1964 (42 U.S.C. §2000 e).

14. **RESPONSIBILITIES OF COLLEGE**

(a) To promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or involving employees or agents of the FIELDWORK SITE, to take prompt and effective remedial action when discrimination or harassment is found to have occurred and to promptly notify the District of the existence and outcome of any complaint of harassment by, against or involving any participating student.

(b) COLLEGE agrees to comply with all federal, state and local statutes and regulations applicable to the operation of the Agreement, including without limitations, laws relating to the confidentiality of student records.

(c) COLLEGE requires that all students who must enter a FIELDWORK SITE provide us with a current and clear copy of a background check that conforms to the District's fingerprinting requirements set forth in section (e) & (f) below. Students will be prohibited to move forward until this document is received.

(d) COLLEGE will maintain in full force and effect, at its sole expense and written by carriers having an AM Best rating of A-: VII or better:

i. Commercial General Liability

Limits of Liability:

\$1,000,000 per occurrence
\$2,000,000 General Aggregate
\$1,000,000 Products Aggregate
\$1,000,000 Personal Injury
\$5,000 Medical Payments

Coverage:

Premises/Operation Liability
Medical Payments Liability
Contractual Liability
Personal Injury Liability
Independent Contractors
Workers' Compensation (as required by law)

ii. Professional Liability, as related to Educational Services

Limits of Liability:

\$1,000,000 per claim
\$1,000,000 aggregate

iii. Certificates of Insurance

(e) **Fingerprinting Requirements:** The District has determined under Education Code section 45125.1 subdivision (d) that in performing services pursuant to this Agreement, Interns may have substantial contact with pupils under the totality of the circumstances. Therefore, as required under Education Code section 45125.1 subdivision (a) Interns pursuant to this Agreement must

submit their fingerprints in a manner authorized by the DOJ in order to conduct a criminal background check to determine whether these individuals have been convicted of or have charges pending for a felony as defined under Education Code 45122.1. The District requires the use of the San Diego County Office of Education ("SDCOE") Clearing house for these fingerprinting and background checks for Students as required by the Education Code. The SDCOE has an electronic fingerprinting services called LiveScan. Electronic services are preferred by the legislative intent of the Education Code: "Where reasonable access to the statewide electronic fingerprinting network is available, the Department of Justice (DOJ) may mandate electronic submission of the fingerprint cards and other information required by this section. "(Ed. Code. 45125.1,subd. (j).) The cost is \$133 to be paid by cashier check or money order to SDCOE. The fingerprints go into a database directly connected to the DOJ. Obtaining this clearance shall be the sole responsibility of COLLEGE and the applicable Student.

(f) COLLEGE agrees to withdraw any Student from the Facilities who has been determined by the **District**, in the exercise of its sole discretion, to be unacceptable for any reason described above, or for any violation of the terms of this Agreement.

15. Controlling Law. This Agreement shall be governed by the laws of the State of California. All actions commenced to enforce this Agreement shall be filed in a court of appropriate jurisdiction located in San Diego County, California.

In witness whereof, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officials thereunto duly authorized as of the date first above written.

For College/Unjversity

By: 
(Signature)

Name: Dr. Mary Oling-Sisay

Title: Dean, California School of Education

Date: 2/4/2019

For District

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: January 2019

Agenda Item:

Out of county, over night field trip

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

Color Guard – Competition, Las Vegas NV, March 29 – 31, 2019

Fiscal Impact (Cost):

Click here to enter text.

Funding Source:

Donation account

Recommended Action:

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

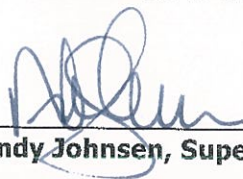
Originating Department/School: LMS

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Principal/Department Head Signature



Dr. Andy Johnsen, 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.

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 2/14/19

Agenda Item:

Memorandum of Understanding with WestEd for administration of the Healthy Kids Survey

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

LUSD administers the California Healthy Kids Survey annually. California Healthy Kids Survey provides district and site level data to provide key data on school climate and safety, learning supports, and barriers, and stakeholder engagement as well as youth development, health, and well being.

Fiscal Impact (Cost):

Not to exceed \$5000 total.

Student Survey: approximately \$2715

Staff Survey: Approximately \$675

Parent Survey: Approximately \$675

Funding Source:

LCAP

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: Pupil Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:


Principal/Department Head Signature


Dr. Andy Johnsen, Superintendent


Reviewed by Cabinet Member

school climate health & learning

CALIFORNIA SURVEY SYSTEM

MEMORANDUM OF UNDERSTANDING • 2018/19 SCHOOL YEAR

DISTRICT NAME: Lakeside Union Elementary

This agreement outlines conditions to be met by the above named district (the "District") and WestEd as they relate to access to and the administration of the California Healthy Kids Survey, the California School Staff Survey, and the California School Parent Survey, which are part of the comprehensive CalSCHLS data system, developed by WestEd under contract with the California Department of Education. Survey access will not be granted until a signed copy of this Memorandum of Understanding (MOU) is received.

I. DISTRICT AGREES TO:

- **Read the Guidebook.** Pay special attention to the section on active and passive consent procedures.
- **Coordination.** Provide one district-level contact person for each participating district.
- **Surveys.** Administer each CalSCHLS survey selected by District (CHKS, CSSS, and/or CSPA) according to the procedures in the Guidebook. Ensure that each survey administered is the most recent version.
- **Data Submission and Report Preparation.** Notify CalSCHLS Regional Center staff upon completion of each survey administration per the guidelines provided at registration.

CALIFORNIA HEALTHY KIDS SURVEY (CHKS) ADMINISTRATION

- **Grades and Schools.** Survey grades 3 through 12 as appropriate within the district. Provide current student enrollment figures for all schools by grade level.
- **Parent Consent.** Follow the active parental consent process with grades below seven, and passive parental consent with grade seven and above.
 - Follow written school board policy for active and/or passive consent, and provide notification to parents of the approximate date(s) of survey administration and the availability of survey instruments for review at school and/or district offices. This is required regardless of consent type.
- **Privacy of Students.** Preserve respondent privacy and the confidentiality of the responses by ensuring that the room set-up prevents anyone from observing how the respondent is answering the survey questions and ensure that reasonable measures are taken to protect the responses after they are collected.
- **Surveys.** Administer the elementary Core survey to elementary students, and the secondary Core survey to secondary students.
- **Proctors.** Assign survey proctors (teachers or assigned proctors) for each classroom.
- **Assurance of Confidentiality Agreement.** Ensure that all teachers and proctors assigned to administer the survey sign the Assurance of Confidentiality Agreement and read the Introductory Script to students.
- **Response Rates.** Make best efforts to obtain a response rate of at least 70% of students in surveyed grades.
- **Printed Survey Administration.** Provide complete information on the transmittal envelopes if administering the survey via scantron form.
- **Produce surveys.** If administering paper-and-pencil survey, reproduce from the master copy no more than the number of questionnaires needed to administer the survey.
 - Submit completed answer sheets and materials to your Regional Center.
 - CalSCHLS is not responsible for transferring data from incorrect to correct answer sheets.

CALIFORNIA SCHOOL STAFF SURVEY (CSSS) ADMINISTRATION

- Ensure that applicable staff complete the online (CSSS) at each school and for each grade level.
- The survey should be offered to all teachers, administrators, and other certificated staff, including paraprofessionals and aides, and to all personnel working in the areas of counseling, health, prevention, and safety.

CALIFORNIA SCHOOL PARENT SURVEY (CSPS) ADMINISTRATION

- Coordinate with CalSCHLS staff regarding the administration of online and paper parent survey materials.
- Administer the CSPS to all parents, guardians, or other caregivers of students in all grades and schools in the district.
- Each family (parent/guardian/caregiver) should complete only one survey per school regardless of number of children enrolled in that school.

PAYMENT

Make payment of all CalSCHLS fees, at the current rates for the applicable school year within thirty (30) days of completion of services and receipt of deliverables. See attached fee schedule for the 2018-2019 school year.

II. WESTED AGREES TO PROVIDE:

- Comprehensive technical assistance via email and phone.
- Access to the CHKS online system or master copies of the survey instrument with scantrons and materials.
- Access to the CSSS online system.
- Access to the CSPS online system and master copy of the survey instrument.
- Access to the CalSCHLS System website (calschls.org).
- Scanning and online services.
- **District-level reports within six to ten weeks after receipt of accurate and complete survey information and materials.**

III. ACCESS

Under the Public Records Act, any third party (for example, the media) can request existing district reports from CDE. Raw data may be provided to public agencies and research agencies by request for analyses only after the requesting agency has executed an agreement with WestEd and/or CDE and has agreed to conditions of strict confidentiality in compliance with state and federal regulations, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99), the California Information Practices Act (California Civil Code § 1798 et. seq.), and the Privacy Act of 1974, as amended (5 U.S.C. § 552).

CalSCHLS Regional Center staff post CalSCHLS reports (CHKS and CSSS) to the CalSCHLS System websites in November of the year following survey administration.

IV. CONFIDENTIALITY AGREEMENT

Districts agreeing to administer any of the CalSCHLS surveys (CHKS, CSSS, and CSPA), understand that data will be subject to the conditions stated above. Once produced, district level reports will be available to outside agencies via the website or upon request, and raw data may be provided to public and research agencies for analysis under strict conditions of confidentiality.

District further agrees to use the CalSCHLS surveys only for use in its own district, and only for so long as this MOU is in effect. Upon expiration or termination of this MOU, District agrees to return all CalSCHLS materials to WestEd or CDE.

V. GENERAL TERMS AND CONDITIONS

Terms. This MOU is effective on September 1, 2018 and expires on August 31, 2019.

Amendments. This MOU may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be in writing and signed by both parties.

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

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

Dispute resolution. District and WestEd shall exercise their respective best efforts to settle any claim, controversy, or dispute (collectively, "Dispute") arising out of or relating to this MOU. The Parties shall discuss any Dispute no later than fifteen (15) days after either Party gives written notice to the other Party of a Dispute, including the legal and factual basis for such Dispute. No arbitration or other proceeding may be commenced before the Parties have met pursuant to this provision. In the event that a Dispute cannot be resolved through good faith negotiations, the Parties agree that such Dispute shall be finally settled through binding arbitration. The arbitration shall be administered by JAMS, in San Francisco, California, pursuant to its Comprehensive Arbitration Rules and Procedures. The decision of the arbitrator shall be final and conclusive upon the Parties. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction. Notwithstanding the foregoing, either party may seek injunctive or provisional relief to protect confidential information at any time.

Assignment. District shall not voluntarily or by operation of law, assign or otherwise transfer its rights or obligations under this MOU without prior written consent from WestEd. Any purported assignment in violation of this paragraph shall be void.

Execution. Each of the persons signing this MOU represents that he or she has the authority to sign on behalf of and bind their respective party.

school climate health & learning
CALIFORNIA SURVEY SYSTEM

**District
Survey Administration Fees 2018-2019**

All Fees Based on CDE Subsidized Rate

Questions? Call our toll-free CalSCHLS Helpline at 888.841.7536

CHKS - Student

Survey fee	\$0.40 per student enrolled; \$150 survey set-up fee
Supplementary modules	\$100 per supplemental module
District report	No additional cost
School reports	\$75 each
Ethnicity report	\$200 for district middle, \$200 for district high
School ethnicity report	\$100 each
District climate report card	\$250, free if all eligible schools ordered
School climate report card	\$75 each
District raw data	\$75 per data set
Custom questions	One-time development fee of \$200 for every three questions or fraction thereof. Subsequent use of same module (with no changes) is \$100 each.
Workshops	\$125/hour (preparation, travel, and presentation time), plus travel expenses
Other custom work	\$100/hour

CSSS - Staff

Survey fee*	\$150 survey set-up fee
Supplementary modules	\$100 per supplemental module
District report	No additional cost
School reports	\$75 each
District raw data	\$75 per data set
Custom questions	One-time development fee of \$200 for every three questions or fraction thereof. Subsequent use of same module (with no changes) is \$100 each.
Workshops	\$125/hour (preparation, travel, and presentation time), plus travel expenses
Other custom work	\$100/hour

CSPS - Parent

Survey fee (Includes online English/Spanish surveys)	\$150 survey set-up fee
Supplementary modules	\$100 per supplemental module
Paper processing fee	\$0.40 per paper copy returned for processing
District report	No additional cost
School reports	\$75 each
District raw data	\$75 per data set
Custom questions	One-time development fee of \$200 for every three questions or fraction thereof. Subsequent use of same module (with no changes) is \$100 each.
Workshops	\$125/hour (preparation, travel, and presentation time), plus travel expenses
Other custom work	\$100/hour

* If you are a district surveying less than 100 students, please contact your regional center for specific survey costs.

By signing this document, the named District and WestEd signify that each party, has reviewed, understands, agrees to, and will comply with the terms and conditions stated above.

District Representative:

WestEd Staff:

Signature

Printed name

Date

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: February 14, 2019

Agenda Item:

Settlement Agreement and General Release

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

LSUSD and student reached a settlement agreement via mediation with the student and district attorneys

Fiscal Impact (Cost):

Compensatory Education (130 Hours)- \$11'050.00; Speech and Language Therapy(16 Hours)- \$2'000.00; Occupational Therapy (6 Hours)- \$750.00; Attorney Fees- \$9'500.00. Total Impact- \$23,300.00.

Funding Source:

Special Education


Recommended Action:

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

Originating Department/School: Special Education

Submitted/Recommended By: Christine Sinatra (Director of Special Education)
Approved for Submission to the Governing Board:


Principal/Department Head Signature


Dr. Andy Johnsen, 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.

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: February 14, 2019

Agenda Item:

Out of State Travel

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

Student attending RTC at Devereux, Texas Triennial Assessment team (Psychologist and SAI). Observe and assess student.

Fiscal Impact (Cost):

Airfare: \$1351.20; Baggage: \$280.00; Hotel: \$577.23; Rental Car: \$254.56; Per Diem: \$708.00 Total: \$3170.99

Funding Source:

Special Education

Recommended Action:

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

Originating Department/School: Special Education

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Principal/Department Head Signature



Dr. Andy Johnsen, Interim 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.

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: February 14, 2019

Agenda Item: Approve Architect Agreements with: AlpaStudio Design Group, Studio WC, and Sprotte+Watson.

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

In November of 2018, the District sent out a Request for Proposal (RFP) for Architectural Services for upcoming Bond Projects. A total of 19 firms responded. In December of 2018, the District held interviews with 6 of the 19 firms. Upon completion of the interviews, the District selected the 3 firms listed above. We now need to execute contract Agreements with the Architectural firms so that work can begin for planned bond projects.

Fiscal Impact (Cost):

TBD

Funding Source:

Bond Measure L - Series B

Addresses Emphasis Goal(s):

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


Recommended Action:

☐ **Informational** ☐ **Denial/Rejection**
☐ **Discussion** ☐ **Ratification**
☒ **Approval** ☐ **Explanation:** Click here to enter text.
☐ **Adoption**

Originating Department/School: Business Services

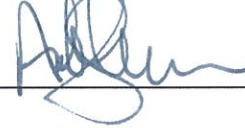
Submitted/Recommended By:

Approved for Submission to the Governing Board:



Erin Garcia

Assistant Superintendent, Business Services



Dr. Andy Johnsen, Superintendent

Reviewed by Cabinet Member



**LAKESIDE UNION SCHOOL DISTRICT
MASTER AGREEMENT FOR ARCHITECTURAL SERVICES**

1. Parties and Date

This Master Agreement for Architectural Services ("Agreement") is made and entered into this 14th day of February, 2019, by and between the **LAKESIDE UNION SCHOOL DISTRICT**, a public school district organized under the laws of the State of California with its principal place of business at **12335 Woodside Avenue, Lakeside, California 92040** ("District") and **Architects Gallegos + Eckle, Inc. DBA AlphaStudio Design Group, 6152 Innovation Way, Carlsbad, CA 92009** ("Architect"). The District and Architect are sometimes referred to individually as "Party" and collectively as "Parties" in this Agreement.

2. Recitals

2.1 The District is a public school district organized under the laws of the State of California, with power to contract for the services provided for herein.

2.2 The District intends to construct multiple school facilities within the District pursuant to its District-Wide Bond Program, which will be completed in one or more phases/components (collectively, the "Project").

2.3 The District requires the services of a duly qualified and licensed architect to perform the services on the Project as required by this Agreement. Architect represents that it is aware of the District's plans with respect to the Project.

2.4 This Agreement is intended to act as a "Master Agreement" for the Project and does not entitle the Architect to any specific assignment for any phase/component of the Project or to any specific compensation until such time as an mutually agreed upon written Amendment is entered into between the Parties to specifically assign Architect one or more individual components of the Project. A sample of said Amendment is attached hereto as **Exhibit "A"** and incorporated herein by reference. The mutually agreed upon Amendment shall set forth the scope of services, schedule, and compensation for any such assigned component of the Project. Except as specifically provided in the Amendment, all other terms and conditions of this Agreement remain in full force and effect for the provision of all services.

2.5 Architect warrants that it is fully licensed, qualified, and willing to perform the services required by this Agreement; provided, however, that if Architect is a corporation or other organization, the Project Architect designated pursuant to Section 3.2 herein, and not the Architect itself, shall be fully licensed to practice as an architect in the State of California.

2.6 The District desires to engage Architect to render the services for the Project as provided hereunder.

3. Terms

3.1 **Employment of Architect.** Architect promises and agrees to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional architectural and related services necessary for the full and adequate completion of the Project consistent with the provisions of this Agreement (hereinafter referred to as the "Services"). The Services are more particularly described throughout this Agreement, including **Exhibit "B"** attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, any subsequent Amendments hereto, any exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. All Services performed by Architect shall be subject to the sole and discretionary approval of the District, which approval shall not be unreasonably withheld.

3.2 **Project Architect; Key Personnel.** Architect shall name a specific individual to act as the Project Architect, subject to the approval of the District. Architect hereby designates Paul Gallegos, (License No. C24063) to act as the Project Architect for the Project. The Project Architect shall: (1) maintain oversight of the Project at all times; (2) have full authority to represent and act on behalf of the Architect for all purposes under this Agreement; (3) supervise and direct the Services using his or her best skill and attention; (4) be responsible for the means, methods, techniques, sequences and procedures used for the Services; (5) adequately coordinate all portions of the Services; and (6) act as principal contact with the District and all contractors, consultants, engineers and inspectors on the Project. Any change in the Project Architect shall be subject to the District's prior written approval, which approval shall not be unreasonably withheld. The new Project Architect shall be of at least equal competence as the prior Project Architect. In the event that the District and Architect cannot agree as to the substitution of a new Project Architect, the District shall be entitled to terminate this Agreement without any further liability to Architect.

In addition to the Project Architect, Architect has represented to the District that certain additional key personnel, engineers, and consultants will perform the Services under this Agreement. Should one or more of such personnel, engineers, or consultants become unavailable, Architect may substitute others of at least equal competence upon written approval of the District. In the event that the District and Architect cannot agree as to the substitution of key personnel, engineers, or consultants, the District shall be entitled to terminate this Agreement for cause. As discussed below, any personnel, engineers, or consultants who fail or refuse to perform the Services in a manner acceptable to the District, or who are determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by Architect at the request of the District. The key additional personnel, engineers, and consultants for performance of this Agreement are as follows: Pasco, Laret, Suiter & Associates, Inc., Civil Engineering (Civil Engineering), Wiseman+Rohy Structural Engineering, DEC Engineers, Inc. (Mechanical/Plumbing Engineering), T-Squared Professional Engineers (Electrical Engineer), and Ground Level Landscape Architecture (Landscape Architect)..

3.3 **Hiring of Consultants and Personnel.**

3.3.1 **Right to Hire or Employ.** Architect shall have the option, unless the District objects in writing after notice, to employ at its expense architects, engineers, experts or other consultants qualified and licensed to render services in connection with the planning and/or

administration of the Project, and to delegate to them such duties as Architect may delegate without relieving Architect from administrative or other responsibility under this Agreement. Architect shall be responsible for the coordination and cooperation of Architect's architects, engineers, experts, or other consultants. All consultants, including changes in consultants, shall be subject to approval by the District in its sole and reasonable discretion. Architect shall notify the District of the identity of all consultants at least fourteen (14) days prior to their commencement of work in order to allow the District time to review their qualifications and decline consent to their participation on the Project if deemed necessary by the District in its sole and reasonable discretion.

3.3.2 **Qualification and License.** All architects, engineers, experts, and other consultants retained by Architect in performance of this Agreement shall be qualified to perform the Services assigned to them, and shall be licensed to practice in their respective professions, where required by law.

3.3.3 **Standards and Insurance.** All architects, engineers, experts, and other consultants hired by Architect shall be required to meet all of the same standards and insurance requirements set forth in this Agreement, unless other standards or requirements are approved by the District in writing. Unless changes are approved in writing by the District, Architect's agreements with its consultants shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.3.4 **Assignments or Staff Changes.** Architect shall promptly obtain written District approval of any assignment, reassignment, or replacement of such architects, engineers, experts, and consultants, or of other staff changes of key personnel working on the Project. As provided in the Agreement, any changes in Architect's consultants and key personnel shall be subject to approval by the District.

3.3.5 **Draftsman and Clerical Support.** Draftsmen and clerical personnel shall be retained by Architect at Architect's sole expense.

3.4 **Standard of Care; Performance of Employees.**

3.4.1 **Standard of Care.** Architect shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals qualified to perform the Services in the same discipline in the State of California, and shall be fully responsible to the District for any damages to the District and delays to the Project as specified in the indemnification provision of this Agreement to the extent caused by Architect. Architect represents and maintains that it is skilled in the professional calling necessary to perform the Services. Architect warrants that all of its employees, architects, engineers, experts, and other consultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Architect represents that it, its employees, architects, engineers, experts, and other consultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services assigned to or rendered by them, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Architect shall perform, at its own cost and expense and without reimbursement

from the District, any services necessary to correct errors or omissions which are caused by Architect's failure to comply with the standard of care provided for herein.

3.4.2 **Performance of Employees.** Any employee or consultant who is reasonably determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee or consultant who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by Architect and shall not be re-employed to perform any of the Services or to work on the Project.

3.5 **Laws and Regulations.**

3.5.1 **Knowledge and Compliance.** Architect shall keep itself fully informed of and in compliance with all applicable local, state and federal laws, rules and regulations in any manner affecting the performance of the Services or the Project, and shall give all notices required of the Architect by law. Architect shall be liable, pursuant to the standard of care and indemnification provisions of this Agreement, for all violations of such laws and regulations in connection with its Services. If Architect performs any work knowing it to be contrary to such laws, rules, and regulations and without giving written notice to the District, Architect shall be solely responsible for all costs arising therefrom. Architect shall defend, indemnify and hold the District, its officials, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.5.2 **Drawings and Specifications.** Architect shall cause all drawings and specifications to conform to any applicable requirements of federal, state and local laws, rules and regulations, including, but not limited to, the California Building Code, the California Education Code, Titles 19, 21 and 24 of the California Code of Regulations, and any requirements of the Division of State Architect (including structural safety, fire/life safety and access compliance section), the State Department of Education and the California Department of General Services, in effect as of the time the drawings and specifications are prepared or revised during the latest phase of the Services described in **Exhibit "B"** attached hereto and incorporated herein by reference. Any significant revisions made necessary by changes in such laws, rules and regulations after this time, which were not known or reasonably should not have been known, by Architect, may be compensated as Additional Services. Architect shall cause the necessary copies of such drawings and specifications to be filed with any governmental bodies with approval jurisdiction over the Project, in accordance with the Services described in **Exhibit "B"** attached hereto and incorporated herein by reference. For the preparation of all such drawings and specifications, Architect shall use Computer Aided Design Drafting ("CADD") (e.g., AutoCAD) or other technology acceptable to Architect and the District.

3.5.3 **Americans with Disabilities Act.** Architect will use its best professional efforts to interpret all applicable federal, state and local laws, rules and regulations with respect to access, including those of the Americans with Disabilities Act ("ADA"). Architect shall inform the District of the existence of inconsistencies of which it is aware or reasonably should be aware between federal and state accessibility laws, rules and regulations, as well as any other issues which are subject to conflicting interpretations of the law, and shall provide the District with its interpretation of such inconsistencies and conflicting interpretations. Unless Architect

brings such inconsistencies and conflicting interpretations to the attention of the District and requests the District's direction on how to proceed, Architect's interpretation of such inconsistencies and conflicting interpretations shall be the sole responsibility and liability of Architect, and Architect shall correct all plans, specifications and other documents prepared for the Project at no additional cost if its interpretations are shown to be incorrect. In the event that Architect brings such inconsistencies and conflicting interpretations to the attention of the District, seeks direction from the District and requests the District's direction on how to proceed, with respect to any inconsistent and/or conflicting interpretation, Architect shall be responsible to the District pursuant to the indemnification provision of this Agreement. The District acknowledges that the requirements of the federal and state accessibility laws are subject to various and possibly contradictory interpretations, and that Architect cannot warrant or guarantee that its interpretation will be correct and will be entitled to proceed in accordance with the District's direction. Architect shall at all times adhere to the standard of care provided for in this Agreement and will use its reasonable professional efforts and judgment in making its interpretations.

3.5.4 **Permits, Approvals and Authorizations.** Architect shall provide the District with a list of all permits, approvals or other authorizations required for the Project from all federal, state or local governmental bodies with approval jurisdiction over the Project. Architect shall then assist the District in obtaining all such permits, approvals and other authorizations. The costs of such permits, approvals, and other authorizations shall be paid by the District.

3.6 **Independent Contractor.** The District retains Architect on an independent contractor basis and Architect is not an employee of the District. Architect is not an employee for state tax, federal tax or any other purpose, and is not entitled to the rights or benefits afforded to the District's employees. Any additional personnel performing the Services under this Agreement on behalf of Architect shall also not be employees of the District, and shall at all times be under Architect's exclusive direction and control. Architect shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Architect shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.7 **Schedule of Services.**

3.7.1 **Timely Performance Standard.** Architect shall perform all Services hereunder as expeditiously as is consistent with professional skill and care, as well as the orderly progress of the Project work so as not to be the cause, in whole or in part, of delays in the completion of the Project or in the achievement of any Project milestones, as provided herein. Specifically, Architect shall perform its Services so as to allow for the full and adequate completion of the Project within the time required by the District and within any completion schedules adopted for the Project as may be further defined in the Amendment(s) hereto. Architect agrees to coordinate with the District's staff, contractors, and consultants in the performance of the Services, and shall be available to the District's staff, contractors, and consultants at all reasonable times.

3.7.2 **Performance Schedule.** Architect shall prepare an estimated time schedule for the performance of the Architect's Services, to be adjusted as the Project proceeds. Such schedule shall be subject to the District's review and approval, which approval shall not be unreasonably withheld, and shall include allowances for periods of time required for the District's review and approval of submissions, and for approvals of authorities having jurisdiction over the Project approval and funding. If the District and Architect cannot mutually agree on a performance schedule, the District shall have the authority to immediately terminate this Agreement. The schedule shall not be exceeded by Architect, without the prior written approval of the District. If Architect's Services are not completed within the time provided by the agreed upon performance schedule, or any milestones established therein, it is understood, acknowledged and agreed that the District will suffer damage for which Architect will be responsible pursuant to the indemnification provision of this Agreement.

3.7.3 **Excusable Delays.** Any delays in Architect's work caused by the following shall be added to the time for completion of any obligations of Architect: (1) the actions of the District or its employees; (2) the actions of those in direct contractual relationship with the District; (3) the actions of any governmental agency having jurisdiction over the Project; (4) the actions of any parties not within the reasonable control of Architect; and (5) any act of God or other unforeseen occurrence not due to any fault or negligence on the part of Architect. Neither the District nor Architect shall be liable for damages, liquidated or otherwise, to the other on account of such excusable delays.

3.7.4 **Request for Excusable Delay Credit.** Architect shall, within ten (10) calendar days of the beginning of any excusable delay, notify the District in writing of the causes of delay. The District will then ascertain the facts and the extent of the delay, and grant an extension of time for completing the Services when, in its sole judgment, the findings of fact justify such an extension. The District's findings of fact thereon shall be final and conclusive on the parties. Extensions of time shall apply only to that portion of the Services affected by the delay and shall not apply to other portions of the Services not so affected. The sole remedy of Architect for extensions of time shall be an extension of the performance time at no cost to the District. If Additional Services are required as a result of an excusable delay, the parties shall mutually agree thereto pursuant to the Additional Services provision of this Agreement. Should Architect make an application for an extension of time, Architect shall submit evidence that the insurance policies required by this Agreement remain in effect during the requested additional period of time.

3.8 **Architect Services.** Architect shall fully and adequately complete the Services described in this Agreement and in **Exhibit "B"** attached hereto and incorporated herein by reference as well as any specific requirements set forth in the Amendment(s) hereto.

3.9 **Additional Architect Services.** At the District's request, Architect may be asked to perform services not otherwise included in this Agreement, not included within the basic services listed in **Exhibit "B"** attached hereto and incorporated herein by reference, and/or not customarily furnished in accordance with generally accepted architectural practice. As used herein, "Additional Services" mean: (1) any work which is determined by the District to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary for Architect to perform at the execution of this Agreement; or (2) any work listed as Additional Services in **Exhibit "B"** attached hereto and incorporated herein

by reference. Architect shall not perform, nor be compensated for, Additional Services without prior written authorization from the District and without an agreement between the District and Architect as to the compensation to be paid for such services. The District shall pay Architect for any approved Additional Services, pursuant to the compensation provisions herein, so long as such services are not made necessary through the fault of Architect pursuant to the indemnification provision of this Agreement. Such Additional Services shall not include any redesign or revisions to drawings, specifications or other documents when such revisions are necessary in order to bring such documents into compliance with applicable laws, rules, regulations or codes of which Architect was aware or should have been aware pursuant to the laws and regulations provision of this Agreement above.

3.10 **District Responsibilities.** The District's responsibilities shall include the following:

3.10.1 **Data and Information.** As set forth in Section 2.4 above, this Agreement does not entitle the Architect to any specific compensation until such time as an Amendment hereto is entered into between the Parties. The District shall make available to Architect all necessary data and information concerning the purpose and requirements of the Project, including scheduling and budget limitations, objectives, constraints and criteria. As part of the budget limitation information, the District shall provide Architect with a preliminary construction budget for any applicable component of the Project (the "District's Preliminary Construction Budget").

3.10.2 **Project Survey.** If required pursuant to the scope of the Project and if requested by Architect, the District shall furnish Architect with, or direct Architect to procure at the District's expense, a survey of the Project site prepared by a registered surveyor or civil engineer, any other record documents which shall indicate existing structures, land features, improvements, sewer, water, gas, electrical and utility lines, topographical information and boundary dimensions of the site, and any other such pertinent information.

3.10.3 **Inspector of Record.** Appoint and pay, upon mutual agreement with Architect, an Inspector of Record as provided by state law. The Inspector of Record shall be qualified and approved by Architect and by the Division of State Architect, shall be under direction of the Architect, and shall be responsible to, and act in accordance with, the policies of the District. The Inspector of Record shall be compensated by the District and shall be under direct contract with the District. The construction administration by Architect and its engineers or other consultants shall complement the continuous personal supervision of the Inspector of Record.

3.10.4 **Bid Phase.** Distribute Construction Documents to bidders and conduct the opening and review of bids for the Project.

3.10.5 **Testing.** Retain consultant(s) to conduct chemical, mechanical, soils, geological or other tests required for proper design of the Project, and furnish such surveys, borings, test pits, and other tests as may be necessary to reveal conditions of the site which must be known to determine soil condition or to ensure the proper development of the required drawings and specifications.

3.10.6 **Required Inspections and Tests.** Retain consultant(s) to conduct materials testing and inspection, as required by Title 21 of the California Code of Regulations, or to conduct any other environmental or hazardous materials testing and inspection pursuant to any other applicable laws, rules or regulations.

3.10.7 **Fees of Reviewing or Licensing Agencies.** Directly pay or reimburse the payment of all fees required by any reviewing or licensing agency, or other agency having approval jurisdiction over the Project.

3.10.8 **District's Representative.** Designate a person to act as its representative for the performance of this Agreement (the "District's Representative"). The District's Representative shall be authorized to act as liaison between Architect and the District in the administration of this Agreement and the Construction Documents, and shall have the power to act on behalf of the District for all purposes under this Agreement. Such person shall assist Architect in observing construction of the Project and participating in the preparation of the Punch List Items required by **Exhibit "B"** attached hereto and incorporated herein by reference. The District may designate new and/or different individuals to act as the District's Representative from time to time. The District's Representative shall render decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of the Services, as provided in the excusable delay provisions of this Agreement above.

3.10.9 **Review and Approved Documents.** Review all documents submitted by Architect, including change orders and other matters requiring approval by the District's Governing Board or other officials. The District shall advise Architect of decisions pertaining to such documents within a reasonable time after submission, so as not to cause unreasonable delay as provided in the excusable delay provisions of this Agreement above.

3.11 **Compensation.**

3.11.1 **Architect's Compensation for Basic Services.** As set forth in Section 2.4 above, this Agreement does not entitle the Architect to any specific compensation until such time as an Amendment hereto is entered into between the Parties in order to specifically assign Architect one or more individual components of the Project. The Architect's compensation for any such component shall be clearly established in the applicable Amendment(s) upon mutual written agreement.

3.11.2 **Payment for Additional Services.** Additional Services may be authorized pursuant to the applicable provisions of this Agreement and subsequent Amendment. If authorized, such Additional Services will be compensated at the rates and in the manner set forth in **Exhibit "C"** attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the parties. Architect shall be paid for Additional Services, as defined by this Agreement and subsequent Amendment, so long as they have been approved in advance by the District. If the District requires Architect to hire consultants to perform any Additional Services, Architect shall be compensated therefore at the rates and in the manner set forth in **Exhibit "C"** attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the Parties. The District shall have the authority to review and approve the rates of any such

consultants. In addition, Architect shall be reimbursed for any expenses incurred by such consultants pursuant to the terms and conditions of Section 3.11.3.

3.11.3 Reimbursable Expenses. Reimbursable expenses are in addition to compensation for the Services and Additional Services. Architect shall not be reimbursed for any expenses unless authorized in writing by the District, which approval may be evidenced by inclusion in **Exhibit "C"** attached hereto and incorporated herein by reference. Such reimbursable expenses shall include only those expenses which are reasonably and necessarily incurred by Architect in the interest of the Project. Architect shall be required to acquire prior written consent in order to obtain reimbursement for the following: (1) extraordinary transportation expenses incurred in connection with the Project; (2) out-of-town travel expenses incurred in connection with the Project; (3) fees paid for securing approval of authorities having jurisdiction over the Project; (4) bid document duplication costs in excess of \$0; and (5) other costs, fees and expenses in excess of \$0.

3.11.4 Payment to Architect. Consistent with the terms of an Amendment executed by the Parties regarding compensation, Architect's compensation and reimbursable expenses shall be paid by the District to Architect no more often than monthly. Such periodic payments shall be made based upon the percentage of work completed, and in accordance with the schedule agreed to by the Parties in a subsequent Amendment hereto. In order to receive payment, Architect shall present to the District an itemized statement which indicates the Services performed, percentage of the Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of the Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement, as well as those expenses for which reimbursement is requested for that statement period. The amount paid to Architect shall never exceed the percentage amounts authorized by the phasing and funding schedule agreed to by the Parties in a subsequent Amendment hereto. The District shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the Parties in a mutually agreeable manner.

Payments made for the Additional Services shall be made in installments, not more often than monthly, proportionate to the degree of completion of such services or in such other manner as the parties shall specify when such services are agreed upon, and in accordance with any authorized fee or rate schedule. In order to receive payment, Architect shall present to the District an itemized statement which indicates the Additional Services performed, percentage of the Additional Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of the Additional Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. The District shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the Parties in a mutually agreeable manner.

Upon cancellation or termination of this Agreement, Architect shall be compensated as set forth in the termination provision herein.

3.11.5 Withholding Payment to Architect. The District may withhold payment, in whole or in part, to the extent reasonably necessary to protect the District from claims, demands, causes of action, costs, expenses, liabilities, losses, damages, or injuries of any kind to the extent arising out of or caused by the negligence, recklessness, or willful misconduct protected under the indemnification provisions of this Agreement. Failure by the District to deduct any sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District may keep any moneys which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefor, to the payment of any expenses, losses, or damages as determined by the District, incurred by the District for which Architect is liable under the Agreement or state law. Payments to Architect for compensation and reimbursable expenses due shall not be contingent on the construction, completion or ultimate success of the Project. Payment to Architect shall not be withheld, postponed, or made contingent upon receipt by the District of offsetting reimbursement or credit from parties not within Architect's reasonable control.

3.11.6 Prevailing Wages. Architect is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Architect agrees to fully comply with and to require its consultants to fully comply with such Prevailing Wage Laws. The District shall provide Architect with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Architect shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at Architect's principal place of business and at the Project site. Architect shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure of Architect or its consultants to comply with the Prevailing Wage Laws.

3.11.7 DIR Registration. If any portion of the Services provided by Architect are classified as "public works" under the Labor Code, then in addition to the foregoing, pursuant to Labor Code sections 1725.5 and 1771.1, Architect and all applicable subcontractors/subconsultants must be registered with the Department of Industrial Relations ("DIR"). Architect and all such subcontractors/subconsultants shall maintain registration for the duration of the Project and require the same of any other subcontractors. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Architect's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of certified payroll records directly to the DIR.

3.12 Notice to Proceed. As described in Section 2.4 above, Architect shall not proceed with performance of any of the Services under this Agreement unless and until the Parties execute an Amendment for a specific component of the Project and the District provides a written notice to proceed.

3.13 Termination, Suspension and Abandonment.

3.13.1 **District's Termination for Convenience**. The District hereby reserves the right to suspend or abandon, at any time and for any reason, all or any portion of the Project and the construction work thereon, or to terminate this Agreement at any time with or without cause. Architect shall be provided with at least seven (7) days advanced written notice of such suspension, abandonment, or termination. In the event of such suspension, abandonment, or termination, Architect shall be paid for the Services and reimbursable expenses rendered up to the date of such suspension, abandonment, or termination, less any claims against or damages suffered by the District as a result of the default, if any, by Architect. Upon the District's request and authorization, Architect shall perform any and all additional Services necessary to wind up the work performed to the date of suspension, abandonment, or termination. Architect hereby expressly waives any and all claims for damages or compensation arising under this Section, except as set forth herein, in the event of such suspension, abandonment or termination.

3.13.2 **Architect's Termination for Cause** This Agreement may be terminated by Architect upon fourteen (14) days written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a description of the District's failure to perform, status of the work completed as of the date of termination, together with a description and a cost estimate of the effort necessary to complete work in progress. In such event, Architect shall be compensated for the Services completed to the date of termination, together with compensation for such Additional Services performed after termination which are authorized by the District to wind up the work performed to the date of termination. Upon the District's request and authorization, Architect shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

3.13.3 **District's Suspension of Work**. If Architect's Services are suspended by the District, the District may require Architect to resume such Services within ninety (90) days after written notice from the District. When the Project is resumed, the compensation and schedule of Services shall be equitably adjusted upon mutual agreement of the District and Architect.

3.13.4 **Documents and Other Data**. Within seven (7) calendar days following suspension, abandonment, or termination of this Agreement, Architect shall provide to the District all preliminary studies, sketches, working drawings, specifications, computations, and all other Project Documents, as defined below, to which the District would have been entitled at the completion of Architect's Services under this Agreement. Upon payment of the amount required to be paid to Architect pursuant to the termination provisions of this Agreement, the District shall have the right, as provided in this Agreement hereinafter, to use such Project Documents prepared by or on behalf of Architect under this Agreement. In the event of a dispute regarding the amount of compensation to which Architect is entitled under the termination provisions of this Agreement, Architect shall provide all Project Documents to the District upon payment of the undisputed amount. Architect shall have no right to retain or fail to provide to the District any such documents pending resolution of the dispute. Architect shall make such documents available to the District without additional compensation other than as may be approved as a reimbursable expense.

3.13.5 **Employment of Other Architects.** In the event this Agreement is terminated in whole or in part as provided herein, the District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.14 **Ownership and Use of Documents; Confidentiality.**

3.14.1 **Ownership.** Pursuant to California Education Code section 17316 and the requirements of the District, all plans, specifications, original or reproducible transparencies of working drawings and master plans, preliminary sketches, architectural presentation drawings, structural computations, estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded on computer diskettes (hereinafter referred to as the "Project Documents") shall be and remain the property of the District. Although the official copyright in all Project Documents shall remain with Architect or other applicable subcontractors or consultant, the Project Documents shall be the property of the District whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, Architect shall provide to the District copies of all Project Documents required by the District. In addition, Architect shall retain copies of all Project Documents on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to the District upon the payment of reasonable duplication costs. Before destroying the Project Documents following this retention period, Architect shall make a reasonable effort to notify the District and provide the District with the opportunity to obtain the documents.

3.14.2 **Right to Use.** Architect grants to the District the right to use and reuse all or part of the Project Documents, at the District's sole discretion and with no additional compensation to Architect, for the following purposes:

- (A) The construction of all or part of this Project;
- (B) The repair, renovation, modernization, replacement, reconstruction or expansion of this Project at any time;
- (C) The construction of another project by or on behalf of the District for its ownership and use;

The District is not bound by this Agreement to employ the services of Architect in the event such documents are used or reused for these purposes. The District shall be able to use or reuse the Project Documents for these purposes without risk of liability to Architect or third parties with respect to the condition of the Project Documents, and the use or reuse of the Project Documents for these purposes shall not be construed or interpreted to waive or limit the District's right to recover for latent defects or for errors or omissions of Architect.

Any use or reuse by the District of the Project Documents on any project other than this Project without employing the services of Architect shall be at the District's own risk with respect to third parties. If the District uses or reuses the Project Documents on any project other than this Project, it shall remove Architect's seal from the Project Documents and hold harmless Architect and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Project Documents on such other project.

Architect shall not be responsible or liable for any revisions to the Project Documents made by any party other than Architect, a party for which Architect is legally responsible or liable, or anyone approved by Architect.

3.14.3 **License**. This Agreement creates a non-exclusive and perpetual license for the District to copy, use, modify or reuse any and all Project Documents and any intellectual property rights therein. Architect shall require any and all subcontractors and consultants to agree in writing that the District is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

3.14.4 **Right to License**. Architect represents and warrants that Architect has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Project Documents that Architect prepares or causes to be prepared pursuant to this Agreement. Architect shall indemnify and hold the District harmless pursuant to the indemnification provisions of this Agreement for any breach of this Section. Architect makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents that were prepared by design professionals other than Architect and provided to Architect by the District.

3.14.5 **Confidentiality**. All Project Documents, either created by or provided to Architect in connection with the performance of this Agreement, shall be held confidential by Architect to the extent they are not subject to disclosure pursuant to the Public Records Act. All Project Documents shall not, without the written consent of the District, be used or reproduced by Architect for any purposes other than the performance of the Services. Architect shall not disclose, cause or facilitate the disclosure of the Project Documents to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Architect which is otherwise known to Architect or is generally known, or has become known, to the related industry shall be deemed confidential. Architect shall not use the District's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the written consent of the District.

3.15 **Indemnification**. To the fullest extent permitted by law, Architect shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Architect, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorneys' fees and other related costs and expenses. Architect's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Architect, the District, its officials, officers, employees, agents, or volunteers.

To the extent required by Civil Code section 2782.8, which is fully incorporated herein, Architect's obligations under the above indemnity shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect, but

shall not otherwise be reduced. If Architect's obligations to defend, indemnify, and/or hold harmless arise out of Architect's performance of "design professional services" (as that term is defined under Civil Code section 2782.8), then upon Architect obtaining a final adjudication that liability under a claim is caused by the comparative active negligence or willful misconduct of the District, Architect's obligations shall be reduced in proportion to the established comparative liability of the District and shall not exceed the Architect's proportionate percentage of fault.

3.16 **Insurance.**

3.16.1 **Time for Compliance.** Architect shall not commence any of the Services under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this Section. In the event Architect fails to provide or maintain all required insurance, the District may, in its sole discretion, obtain such insurance and deduct the amount therefor from Architect's compensation.

3.16.2 **Minimum Requirements.** Architect shall, at its expense, procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by Architect, its officials, officers, agents, representatives, employees or subcontractors. Such insurance shall meet at least the following minimum levels of coverage:

(A) **Minimum Scope of Insurance.** Coverage shall be at least as broad as the latest version of the following: (1) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) Automobile Liability: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); (3) Workers' Compensation and Employers' Liability: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; and (4) Professional Liability: Coverage which is appropriate to Architect's profession, or that of its consultants or subcontractors.

(B) **Minimum Limits of Insurance.** Coverages shall provide limits no less than: (1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit; (2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage; (3) Workers' Compensation and Employer's Liability: Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of \$1,000,000 per accident for bodily injury or disease; and (4) Professional Liability: Not less than \$1,000,000 per claim.

3.16.3 **Professional Liability.** Architect and its consultants and subcontractors shall procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance with limits discussed in this Section. This insurance shall be endorsed to include contractual liability.

3.16.4 **Insurance Endorsements.** The insurance policies shall contain the following provisions, or Architect shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

(A) **General Liability.** The general liability policy shall be endorsed to state that: (A) the District, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the performance of the Agreement by the Architect, its officials, officers, agents, representatives, employees or subcontractors, including materials, parts or equipment furnished in connection with such services; and (B) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of Architect's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees and agents shall be excess of Architect's insurance and shall not be called upon to contribute with it in any way.

(B) **Automobile Liability.** The automobile liability policy shall be endorsed to state that: (A) the District, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Architect or for which Architect is responsible; and (B) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of Architect's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees and agents shall be excess of Architect's insurance and shall not be called upon to contribute with it in any way.

(C) **Workers' Compensation and Employers Liability Coverage.** The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees and agents for losses paid under the terms of the insurance policy which arise from work performed by Architect.

(D) **All Coverages.** Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees and agents.

3.16.5 **Separation of Insureds; No Special Limitations.** All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees and agents.

3.16.6 **Deductibles and Self-Insurance Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the District. Architect shall guarantee that, at the option of the District, either: (A) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officials, officers, employees and agents; or (B) Architect shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.16.7 **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the District.

3.16.8 **Verification of Coverage.** Architect shall furnish the District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the District, if requested. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.16.9 **Subcontractor and Consultant Insurance Requirements.** Architect shall not allow any of its architects, engineers, experts or other consultants to commence work on any subcontract until they have provided evidence satisfactory to the District that they have secured all insurance required under this Section. If requested by Architect, the District may approve different scopes or minimum limits of insurance for particular architects, engineers, experts or other consultants. Unless otherwise approved by the District, the architects, engineers, experts and other consultants shall comply with each and every provision of this Section.

3.17 **Records.** Architect shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Architect shall allow a representative of the District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Architect shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

3.18 **Standardized Manufactured Items.** Architect shall cooperate and consult with the District in the use and selection of manufactured items on the Project, including but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials and floor coverings. All such manufactured items shall be standardized to the District's criteria to the extent such criteria do not interfere with building design.

3.19 **Limitation of Agreement.** This Agreement is limited to and includes only the work included in the Project described herein. Any additional or subsequent construction at the site of the Project, or at any other District site, will be covered by, and be the subject of, a separate Agreement for architectural services between the District and the architect chosen therefor by the District.

3.20 **Mediation.** Disputes arising from this Agreement and any subsequent Amendments may be submitted to mediation if mutually agreeable to the Parties hereto. The type and process of mediation to be utilized shall be subject to the mutual agreement of the Parties.

3.21 **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Architect shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the District. Any attempted assignment without such consent shall be invalid and void.

3.22 **Asbestos Certification.** Architect shall certify to the District, in writing and under penalty of perjury, that to the best of its knowledge, information and belief no asbestos-containing material or other material deemed to be hazardous by the state or federal government was specified as a building material in any construction document that Architect prepares for the Project. Architect shall require all consultants who prepare any other documents for the Project to submit the same written certification. Architect shall also assist the District in ensuring that contractors provide the District with certification, in writing and under penalty of perjury, that to the best of their knowledge, information and belief no material furnished, installed or incorporated into the Project contains asbestos or any other material deemed to be hazardous by the state or federal government. These certifications shall be part of the final Project submittal. Architect shall include statements in its specifications that materials containing asbestos or any other material deemed to be hazardous by the state or federal government are not to be included.

3.23 **Disabled Veteran Business Enterprise Certification.** If required for this Project, Architect shall provide proof of DVBE compliance, in accordance with any applicable policies of the District or the State Allocation Board, within thirty (30) days of its execution of this Agreement. If Architect fails to comply with this requirement, the Agreement shall be deemed canceled.

3.24 **No Third Party Rights.** This Agreement shall not create any rights in, or inure to the benefits of, any third party except as expressly provided herein.

3.25 **Governing Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. Venue shall be in San Diego County.

3.26 **Entire Agreement.** This Agreement, with its exhibits, contains the entire agreement of the Parties hereto, and supersedes any and all other prior or contemporaneous negotiations, understandings and oral or written agreements between the Parties hereto. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all Parties hereto.

3.27 **Exhibits and Recitals.** All exhibits and recitals contained herein and attached hereto are material parts of this Agreement and are incorporated as if fully set forth.

3.28 **Severability.** Should any provision in the Agreement be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

3.29 **Non-Waiver.** None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is expressly specified in writing.

3.30 **Safety.** Architect shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, Architect shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees, consultant and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.

3.31 **Delivery of Notices.** All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

DISTRICT:

Lakeside Union School District
12335 Woodside Avenue
Lakeside, CA 92040
Attn:

ARCHITECT:

AlphaStudio Design Group
6152 innovation Way
Carlsbad, CA 92009
Attn.: Paul Gallegos

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.32 **Attorneys' Fees.** If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other reasonable costs of such action, including expert witness fees and expenses.

3.33 **Time of Essence.** Time is of the essence for each and every provision of this Agreement.

3.34 **District's Right to Employ Other Consultants.** The District reserves the right to employ other consultants, including Architects, in connection with this Project or other projects.

3.35 **Prohibited Interests.**

3.35.1 **Solicitation.** Architect maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Architect, to solicit or secure this Agreement. Further, Architect warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Architect, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to rescind this Agreement without liability.

3.35.2 **Conflict of Interest.** For the term of this Agreement, no director, official, officer or employee of the District, during the term of his or her service with the District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.36 **Equal Opportunity Employment.** Architect represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or any other classification protected by federal or state law. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Architect shall also comply with all relevant provisions of the District's minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.37 **Labor Certification.** By its signature hereunder, Architect certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.38 **Fingerprinting Requirements.** Unless exempted, Architect shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. Architect shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. To this end, Architect and its consultants must provide for the completion of the certification form attached hereto as **Exhibit "D"** and incorporated herein by reference prior to any of Architect's employees, or those of any other consultants, coming into contact with the District's pupils.

3.39 **Subcontracting.** As specified in this Agreement, Architect shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of the District. Subcontracts, if any, shall contain a provision making them subject to each and every provision of this Agreement.

3.40 **Supplemental Conditions.** Any supplemental conditions shall be attached as an exhibit to this Agreement, and that exhibit shall be incorporated herein by reference.

3.41 **Authority to Execute.** The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

LAKESIDE UNION SCHOOL DISTRICT

By: _____
Name: _____
Title: _____

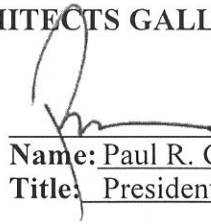
Date: _____

Attest: _____

[INSERT TITLE]

ARCHITECTS GALLEGOS + ECKLE, INC. DBA ALPHASTUDIO DESIGN GROUP

By:



Date:

2-1-2019

Name: Paul R. Gallegos

Title: President

Attest:

[INSERT TITLE]

EXHIBIT "A"

SAMPLE AMENDMENT

FIRST AMENDMENT TO MASTER AGREEMENT FOR ARCHITECTURAL SERVICES

THIS FIRST AMENDMENT ("First Amendment") is made and entered into this _____ day of _____, 20____, by and between the **LAKESIDE UNION SCHOOL DISTRICT**, (hereinafter referred to as the "District"), and _____ (hereinafter referred to as "Architect").

RECITALS

WHEREAS, on or about _____, 2019, the District and Architect entered into a Master Agreement For Architectural Services (the "Agreement") with Architect for provision of architectural services on the District-Wide Bond Program (collectively, the "Project"), with work to be assigned to Architect upon mutual written amendment to the Agreement as specific architectural work for specific components of the Project; and

WHEREAS, the District has now identified the need for architectural services pursuant to the Agreement for the following component(s) of the Project: _____; and

WHEREAS, the Agreement permits the District and Architect to amend the terms and conditions of the Agreement upon mutual written agreement of the Parties; and

WHEREAS, the District and Architect now desire to amend the Agreement to explicitly memorialize the mutually agreed upon scope of work and fee for Architect to provide design services for the component(s) of the Project identified above.

AGREEMENT

NOW, THEREFORE, in good and valuable consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

I. Amendment Terms.

The Agreement is hereby amended as follows:

A. Scope of Project Component Assigned. The Parties have agreed that the scope of work for the design services for the assigned component(s) of the Project shall be as described in **Exhibit "A"** to this Amendment. Except as expressly detailed and/or set forth in **Exhibit "A,"** all such design services shall at all times be fully compliant with all terms and conditions of the original Agreement, including, but not limited to the standard requirements for design services set forth therein.

EXHIBIT "A"

B. Compensation. The Architect's compensation for the work set forth in this Amendment shall be a flat not-to-exceed fee of _____ Dollars (\$ _____).

C. This First Amendment shall only be effective upon the execution by both the District and Architect.

D. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

E. This First Amendment shall affect only the items specifically set forth herein, and all other terms and conditions of the original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, executed this First Amendment to the Agreement for Architectural Services, as of the month, day and year first above written.

LAKESIDE UNION SCHOOL DISTRICT

[INSERT ARCHITECT]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT "A"

EXHIBIT "B"

ARCHITECT'S SCOPE OF SERVICES

1. GENERAL REQUIREMENTS.

1.1 **Basic Services.** Architect agrees to perform all the necessary professional architectural, landscape architectural, engineering (e.g. civil, mechanical, electrical, plumbing, structural, site engineering, and any other necessary engineering services) and construction administration services for the Project in a timely and professional manner, consistent with the standards of the profession, including those provided for herein.

1.2 **Exclusions from Basic Services.** The following services shall be excluded from the basic services listed above: Environmental reports, CEQA documentation.

1.3 **Additional Services.** None except as set forth in an Amendment executed by the Parties to specifically assign Architect one or more components of the Project.

The Architect shall perform the following additional services under this Agreement only if said services are authorized in advance in writing by the District. Said additional services shall be compensated in accordance with schedule in **Exhibit "C"**.

- A. Supervision of repair of damage to the Project not resulting from fault of the Architect.
- B. The selection by Architect, at the District's request, of movable furniture, equipment, or articles which are not included in the construction contract.
- C. The preparation of measured drawings of pre-existing structures as authorized by the District.
- D. The additional services caused by the delinquency or insolvency of the contractor.
- E. If directed or requested by the District, the employment of special consultants, the preparation of special delineation of models, and overtime work by the Architect's employees, except as otherwise required by this contract.
- F. Providing contract administration services after the construction contract time has been exceeded through no fault of the Architect where it is determined that the fault is that of the contractor and liquidated damages are collected therefor.

1.4 **Cooperation and Communication with District.** Architect shall cooperate and participate in consultations and conferences with the District, the District's consultants, authorized representatives of the District, and/or other local, regional, or state agencies concerned with the Project, which may be necessary for the completion of the Project or the development of the drawings, specifications and documents in accordance with the applicable standards and requirements of law and the District. Such consultations and conferences shall continue throughout the planning and construction of the Project and the contractor's warranty period. Architect shall take direction only from the District's Representative, or any other representative specifically designated by the District for this Project, including any construction manager hired by the District.

EXHIBIT "B"

1.5 **Coordination and Cooperation with Construction Manager.** The District may hire a construction manager to administer and coordinate all or any part of the Project on its behalf. If the District does so, it shall provide a copy of its agreement with the construction manager so that Architect will be fully aware of the duties and responsibilities of the construction manager. Architect shall cooperate with the construction manager and respond to any requests or directives authorized by the District to be made or given by the construction manager. Architect shall request clarification from the District in writing if Architect should have any questions regarding the authority of the construction manager.

1.6 **Estimates.** In conjunction with the other duties described herein, Architect shall continuously monitor construction costs and provide detailed estimates at the completion of the initial planning phase, schematic plan phase, the design development phase, and any time during the final working drawings and specifications phase when design revisions or market conditions result in a potential change to the previously provided estimate. These estimates should include a breakdown of the work elements as well as contingencies in an amount that corresponds to the level of design completion.

2. **INITIAL PLANNING PHASE.**

During the initial planning phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

2.1 **Educational Programming.** Assist the District in the preparation of educational programming for the Project to define the scope, size, space relationship and site development.

2.2 **Project Feasibility.** Provide advice and assistance to the District in determining the feasibility of the Project, analysis of the type and quality of materials and construction to be selected, the site location, and other initial planning matters, including, but not limited to, developing a building program identifying and confirming the facility functions, square footage requirements, adjacency relationships, flow diagrams and equipment needs (including a preliminary construction cost estimate based on area costs). Existing equipment needs, data and inventory to be provided by the District.

2.3 **Meeting Budget and Project Goals.** Architect shall notify the District in writing of potential complications, cost overruns, unusual conditions, and general needs that potentially impact the Project budget and timeline, including the District's Preliminary Construction Budget. Architect shall use its best judgment in determining the balance between the size, type and quality of construction to achieve a satisfactory solution within the Project's budget and construction allowance. It shall be the duty of Architect to suggest alternatives to the District which would reduce costs and to design the Project within budget and State Allocation Board cost standards, if any. As discussed below in Section 7 of this Exhibit, if the lowest responsive and responsible bid for the Project exceeds the budget by the stated percentage amount, Architect may be required to make the necessary changes in the drawing and specifications, at its sole cost and expense, to bring the bids within the required budget.

2.4 **Permits, Approvals and Authorizations.** As indicated in Section 3.5.4, Architect shall assist the District in securing easements, encroachment permits, rights of way, dedications, infrastructures and road improvements, as well as coordinating with utilities and adjacent property owners.

3. **SCHEMATIC PLAN PHASE.**

During the schematic plan phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

3.1 **Approval and Revisions.** The District shall review, study, and check the work product developed during the Initial Planning Phase and presented to it by Architect, and request any necessary revisions or obtain any necessary approvals by the District's Governing Board, subject to the approval of all federal, state, regional or local agencies concerned with the Project. Architect shall make all the District requested changes, additions, deletions, and corrections in such work product at no additional cost, so long as they are not inconsistent with earlier District direction.

3.2 **Funding Documents.** If applicable, Architect shall provide a site plan and all other Project-related information necessary and required for an application by the District to any federal, state, regional, or local agencies for funds to finance the construction Project.

3.3 **Schematic Plans.** In cooperation with the District, Architect shall prepare the conceptual design of the Project, illustrating the scale and relationship of the Project components ("Schematic Plans"). The Schematic Plans shall include a conceptual site plan, if appropriate, and preliminary plans and studies, sections, elevations, schematic drawings, site utilization plans, and phasing plans showing the scale and relationship of the components of the Project, the plot plan development at the site, and the proposed architectural concept of the buildings. Architect shall incorporate the educational programs and the functional requirements of the District into the Schematic Plans. At Architect's option, the Schematic Plans may include study models, perspective sketches, electronic modeling or combinations of these media. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing. The Schematic Plans shall meet all laws, rules and regulations of the State of California, including but not limited to, the regulations of the State Department of Education (5 Cal. Code Regs. § 14000 et seq.) or the Office of Public School Construction ("OPSC"), as well as any guidelines implemented by the State Department of Education. All Schematic Plans shall be prepared in a form which may be submitted to the State Department of Education and OPSC for approval. The Schematic Plans shall show all rooms incorporated in each building of the Project in single-line drawings, and shall include all revisions required by the District or by any federal, state, regional or local agency having jurisdiction over the Project. All architectural drawings for the Project shall be in a form suitable for reproduction.

3.4 **Preliminary Project Budget.** Architect shall use the District's Preliminary Construction Budget and its own expertise and experience with the Project to establish a preliminary project budget or allowance in a format required by the District or, if applicable, by any school construction funding agency identified by the District ("Architect's Preliminary Project Budget"). The purpose of the Architect's Preliminary Project Budget is to show the probable Project cost in relation to the District's Preliminary Construction Budget and the construction standards of any applicable funding agency. If Architect perceives site considerations which render the Project expensive or cost prohibitive, Architect shall disclose such conditions in writing to the District immediately. As stated below in Section 7 of this Exhibit, if the lowest responsive and responsible bid for the Project exceeds the budget by more than the stated percentage amount, Architect may be required to make the necessary changes in the drawings and specifications, at its sole cost and expense, to bring the bids

within the required budget Architect shall provide a preliminary written time schedule for the performance of all construction work on the Project.

3.5 **Copies of Schematic Plans and Other Documents.** Architect, at its own expense, shall provide a complete set of the Schematic Plans described herein for the District's review and approval. Additionally, at the District's expense, Architect shall provide such documents as may be required by any federal, state, regional or local agencies concerned with the Project, including but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services or any other appropriate federal, state, regional or local regulatory bodies. Any additional copies required by the District shall be provided at actual cost to the District.

4. **DESIGN DEVELOPMENT PHASE.**

During the design development phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

4.1 **Approval and Revisions.** The District shall review, study, and check the Schematic Plans presented to it by Architect, and request any necessary revisions or obtain any necessary approvals by the District's Governing Board, subject to the approval of all federal, state, regional or local agencies concerned with the Project. Architect shall make all District requested changes, additions, deletions, and corrections in the Schematic Plans at no additional cost, so long as they are not inconsistent with earlier District direction.

4.2 **Design Development Documents.** Once the District provides Architect with specific written approval of the Schematic Plans described herein, Architect shall prepare design development documents consisting of: (1) site and floor plans; (2) elevations; (3) sections; (4) typical construction details; (5) equipment layouts; and (6) any other drawings and documents sufficient to fix and describe the types and makeup of materials, as well as the scope, relationships, forms, size, appearance and character of the Project's structural, mechanical and electrical systems, and to outline the Project specifications (the "Design Development Documents"). The Design Development Documents shall be prepared in sufficient form to present to the District's Governing Board for approval.

4.3 **Copies of Design Development and Other Documents.** Architect, at its own expense, shall provide a complete set of the Design Development Documents described herein for the District's review and approval. Additionally, at the District's expense, Architect shall provide such documents as may be required by any federal, state, regional or local agencies concerned with the Project, including but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services or any other appropriate federal, state, regional or local regulatory bodies. Any additional copies required by the District shall be provided at actual cost to the District.

4.4 **Updated Project Budget.** Architect shall use its Preliminary Project Budget and expertise and experience with the Project to establish an updated estimate of probable construction costs, containing detail consistent with the Design Development Documents as set forth herein and containing a breakdown based on types of materials and specifications identified herein (the "Architect's Updated Project Budget").

4.5 **Timetable.** Architect shall provide a written timetable for full and adequate completion of the Project to the District.

4.6 **Application for Approvals.** Architect shall assist the District in applying for and obtaining required approvals from all federal, state, regional or local agencies concerned with the Project, including but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services or any other appropriate federal, state, regional or local regulatory bodies. Architect shall furnish and process all architectural and engineering information required to prepare and process applications to applicable utilities in order to secure priorities and materials, to aid in the construction of the Project and to obtain final Project approval and acceptance by any of the above agencies as may be required.

4.7 **Color and Other Aesthetic Issues.** Architect shall provide, for the District's review and approval, a preliminary schedule of all color materials and selections of textures, finishes and other matters involving an aesthetic decision about the Project.

4.8 **Incorporation of Post-Construction Stormwater Design Standards.** Architect shall incorporate post-construction design standards into the Project as follows:

A. Basic Requirements.

As part of the basic Services provided pursuant to this Agreement, Architect shall include in the design prepared for the Project as appropriate, the post-construction best management practices ("BMPs") necessary to ensure that the District and the contractor(s) comply with the State Water Resources Control Board (State Water Board) stormwater regulations applicable to the Project, including, but not limited to Water Quality Order No. 2003-0005-DWQ National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000004. The Architect shall include all costs associated with incorporating such BMPs into the design of the Project at no additional cost to the District.

B. Incorporation of Design Standards.

In order to ensure such compliance, Architect shall incorporate the following four Design Standards as goals for the design of the Project:

1. Conserve Natural Areas: Conservation of existing natural areas on the Project site to the maximum extent possible.
2. Volume and Flow Control: Incorporation of Structural and/or Treatment BMPs to manage the volume and flow of stormwater runoff from the Project site.
3. Minimization of Pollutants of Concern: Use of BMPs to reduce the discharge of pollutants from the Project site as described in Section C below.
4. Provide Ongoing BMP Maintenance: Incorporate and describe maintenance required for BMPs in Project plans so that District can ensure that the BMPs and stormwater system are performing as designed.

C. Specific Requirements for BMPs.

The BMPs Architect incorporates as part of the Design Standards described above, shall be designed to minimize pollutants of concern and shall focus on mitigating the impacts caused by impervious surfaces by implementing BMPs that stress: (i) low impact design; (ii) source controls; and treatment controls. BMPs which may be used to comply with the above-described design standards may be found in U.S. EPA's Toolbox of BMPs at:

http://cfpub1.epa.gov/npdes/stormwater/swphase2.cfm?program_id=6. The Regional Water Quality Control Board may also have lists of approved references and resources.

5. **FINAL WORKING DRAWINGS AND SPECIFICATIONS.**

During the final working drawings and specifications phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

5.1 **Approval and Revisions.** The District shall review, study, and check the Design Development Documents presented to it by Architect, and request any necessary revisions or obtain any necessary approvals by the District's Governing Board, subject to the approval of all federal, state, regional or local agencies concerned with the Project. Architect shall make all District requested changes, additions, deletions, and corrections in the Design Development Documents at no additional cost, so long as they are not inconsistent with earlier District direction.

5.2 **Final Working Drawings and Specifications.** Once the District provides Architect with specific written approval of the Design Development Documents described herein, Architect shall prepare such complete working drawings and specifications as are necessary for developing complete bids and for properly executing the Project work (the "Final Working Drawings and Specifications"). Such Final Working Drawings and Specifications shall be developed from the Schematic Plans and Design Development Documents approved by District. The Final Working Drawings and Specifications shall set forth in detail all of the following: (1) the Project construction work to be done; (2) the materials, workmanship, finishes, and equipment required for the architectural, structural, mechanical, and electrical systems; and (3) the utility service connection equipment and site work. As indicated in Section 3.10.2, the District may be requested to supply Architect with the necessary information to determine the proper location of all improvements on and off site, including existing record drawings ("existing record drawings") in the District's possession. Architect will make a good-faith effort to verify the accuracy of such information by means of a thorough interior and exterior visual survey of site conditions. The District shall also make a good-faith effort to verify the accuracy of the existing record drawings and provide any supplemental information to Architect which may not be shown on the existing record drawings. Architect shall not be responsible for the accuracy of the existing record drawings, except to the extent that any inaccuracy should have been detected by Architect, pursuant to its standard of care, from readily available documents and visual observations of existing conditions.

5.3 **Form.** The Final Working Drawings and Specifications must be in such form as will enable Architect and the District to secure the required permits and approvals from all federal, state, regional or local agencies concerned with the Project, including but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services or any

other appropriate federal, state, regional or local regulatory bodies. In addition, the Final Working Drawings and Specifications must be in such form as will enable the District to obtain, by competitive bidding, a responsible and responsive bid within the applicable budgetary limitations and cost standards. The Final Working Drawings and Specifications shall be clear and legible so that uniform copies may be on standard architectural size paper, properly indexed and numbered, and shall be capable of being clearly copied and assembled in a professional manner by Architect.

5.4 **Approval and Revisions.** The District shall review, study, and check the Final Working Drawings and Specifications presented to it by Architect, and request any necessary revisions or obtain any necessary approvals by the District's Governing Board, subject to the approval of all federal, state, regional or local agencies concerned with the Project, including but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services or any other appropriate federal, state, regional or local regulatory bodies. Architect shall make all District-requested changes, additions, deletions, and corrections in the Final Working Drawings and Specifications at no additional cost, so long as they are not in conflict with the requirements of public agencies having jurisdiction or prior approval, or inconsistent with earlier District direction or Architect's professional judgment. Architect shall bring any such conflicts and/or inconsistencies to the attention of the District. The Parties agree that Architect, and not the District, possesses the requisite expertise to determine the constructability of the Final Working Drawings and Specifications. However, the District reserves the right to conduct one or more constructability review processes with the Final Working Drawings and Specifications, and to hire an independent architect or other consultant to perform such reviews. Any such independent constructability review shall be at the District's expense. Architect shall make all District-requested changes, additions, deletions, and corrections in the Final Working Drawings and Specifications which may result from any constructability review, at no additional cost to the District, so long as they are not in conflict with the requirements of public agencies having jurisdiction or prior approval, or inconsistent with earlier District direction or Architect's professional judgment. If such changes, additions, deletions or corrections are inconsistent with prior District direction, Architect shall make such alterations and be compensated therefore pursuant to the Additional Services provision of this Agreement.

5.5 **Costs of Construction.** It is understood by Architect that should the Final Working Drawings and Specifications be ordered by the District, the District shall specify the sum of money set aside to cover the total cost of construction of the work, exclusive of Architect's fees. Should it become evident that the total construction cost will exceed the specified sum, Architect shall at once present a statement in writing to the District's Representative setting forth this fact and giving a full statement of the cost estimates on which the conclusion is based.

5.6 **Copies of Final Working Drawings and Specifications and Other Documents.** Architect, at its own expense, shall provide a complete set of the Final Working Drawings and Specifications described herein for the District's review and approval. Additionally, at the District's expense, Architect shall provide such documents as may be required by any federal, state, regional or local agencies concerned with the Project, including but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services or any other appropriate federal, state, regional or local regulatory bodies. Any additional copies required by the District shall be provided at actual cost to the District.

6. **CONSTRUCTION CONTRACT DOCUMENTS.**

During the construction contract documents phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

6.1 **Bid and Contract Documents.** If so required by the District, Architect shall assist the District in the completion of all bid and construction documents, including but not limited to, the Notice Inviting Bids, Instructions to Bidders, Contract Bid Forms (including Alternate Bids as requested by District), Contract, General Conditions, Supplementary General Conditions, Special Conditions, other necessary conditions of the contract, Project Manual (e.g. conditions of the contract, specifications, and, if desired by the District, bidding requirements and sample forms), DVBE and other applicable affirmative action documents, Performance Bond, Payment Bond, Escrow Agreement for Security Deposits, and any other certifications and documents required by federal, state and local laws, rules and regulations which may be reasonably required in order to obtain bids responsive to the specifications and drawings. All such documents shall be subject to the approval of the District and the District's legal counsel.

6.2 **Final Estimate.** At the time of delivery of these bid and construction documents, which shall include the Final Working Drawings and Specifications (collectively referred to herein as the "Construction Documents"), Architect shall provide the District with its final estimate of probable construction cost ("Architect's Final Estimate"). As stated above, it shall be the Architect's duty to design the Project within budget and any applicable State Allocation Board cost standards.

7. **BID PHASE.**

During the bid phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

7.1 **Reproducible Construction Documents.** Once the District provides Architect with specific written approval of the Construction Documents and Architect's Final Estimate, Architect shall provide to the District one set of reproducible Construction Documents.

7.2 **Distribution of Contract Documents and Review of Bids.** Architect shall assist the District in distributing the Construction Documents to bidders and conducting the opening and review of bids for the Project. The District will reimburse Architect for the cost of reproducing bid sets, addenda and related delivery charges.

7.3 **Over-budget.** If the apparent lowest responsive and responsible bid on the Project exceeds the Architect's Final Estimate by more than five percent (5%), the District may request Architect to amend, at Architect's sole cost and expense, the Final Drawings and Specifications in order to rebid the Project and receive a lowest responsive and responsible bid equal to or less than the Architect's Final Estimate. All revisions necessary to bring the lowest responsible and responsive bid within the Architect's Final Estimate, including any omissions, deferrals or alternates, shall be made in consultation with, and subject to the approval of, the District.

8. **CONSTRUCTION PHASE.**

During the construction phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

EXHIBIT "B"

8.1 **Observation.** The Project Architect shall observe work executed from the Final Working Drawings and Specifications in person, provided that the District may, in its discretion, consent to such observation by another competent representative of Architect.

8.2 **General Administration.** Architect shall provide general administration of the Construction Documents and the work performed by the contractors.

8.3 **Pre-Construction Meeting.** Architect shall conduct one or more pre-construction meetings, as the District determines is needed for the Project, with all interested parties.

8.4 **Site Visits of Contractor's Work.** Architect shall conduct site visits to observe each contractors' work for general conformance with the Construction Documents and with any approved construction schedules or milestones. Such site visits shall be conducted as often as are necessary and appropriate to the stage of construction, according to the District's sole discretion, but in no event less than weekly.

8.5 **Site Visits of Inspector's Work.** Architect shall conduct site visits to communicate and observe the activities of the Project inspectors, including the Inspector of Record. Such site visits shall be conducted as often as is mutually acceptable to Architect and District. Architect shall direct the Project inspectors and the Project contractors, and shall coordinate the preparation of record drawings indicating dimensions and location of all "as-built" conditions, including but not limited to, underground utility lines.

8.6 **Coordination of Architect's Consultants.** Architect shall cause all architects, engineers and other consultants, as may be hired by Architect or the District, to observe the work completed under their disciplines as required, and approve and review all test results for general conformance with the Construction Documents.

8.7 **Reports.** Architect shall make regular reports as may be required by applicable federal, state or local laws, rules or regulations, as well as the federal, state, regional or local agencies concerned with the Project, including but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services, the County in which the Project is located, the City in which the Project is located or any other appropriate federal, state, regional or local regulatory bodies.

8.8 **Construction Meetings; Minutes.** Architect shall attend all construction meetings and provide written reports/minutes to the District after each construction meeting in order to keep District informed of the progress of the work. Such meetings shall occur at a frequency necessary for the progress of the Project work, according to the District's sole discretion, but no less than weekly.

8.9 **Written Reports.** Architect shall make written reports to the District as necessary to inform the District of problems arising during construction, changes contemplated as a result of each such problems, and progress of the Project work. Architect shall not have control over the acts or omissions of the contractors, subcontractors or their agents or employees, or of any other persons or entities performing or supplying portions of the work which were not employed or hired by Architect. The contractor shall not be relieved of its obligation to perform the work in accordance with the Contract Documents either by activities or duties of Architect, or by tests, inspections or approvals required or performed by persons other than the contractor.

8.10 **Written Records.** Architect shall keep accurate written records of the progress and quality of the Project work and the time schedules, and shall advise the contractors and the District of any deviations from the time schedule which could delay timely completion of the Project.

8.11 **Material and Test Reports.** Architect shall check and process, in a timely manner, all required material and test reports for the Project work. In addition, Architect shall provide notice of any deficiencies in material or work reflected in such reports, as well as its recommendation for correction of such deficiencies, to the contractors, the District and federal, state, regional or local agencies concerned with the Project, including but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services or any other appropriate federal, state, regional or local regulatory bodies.

8.12 **Review and Response to Submissions.** Architect shall review and respond, in a timely manner, to all schedules, submittals, shop drawings, samples, information requests, change requests, and other submissions of the contractor and subcontractors for compliance with, or alterations and additions to, the Construction Documents. Architect's review and response shall be done in such a manner so as to ensure the timely and uninterrupted progress of the Project work. Submission requests which involve more work or time than is normally required for routine submissions, as mutually determined by the Parties, may be the subject of additional compensation as Additional Services.

8.13 **Rejection of Work.** Architect shall promptly reject, as discussed with the District, work or materials which do not conform to the Construction Documents. Architect shall immediately notify the District and contractor(s) of such rejections. Architect shall also have the authority to recommend to the District that additional inspection or testing of the work be performed, whether or not such work is fabricated, installed or completed.

8.14 **Substitutions.** Architect shall consult with the District, in a timely manner, with regard to substitution of materials, equipment and laboratory reports thereof, prior to the District's final written approval of such substitutions. Architect's consultation shall be done in such a manner so as to ensure the timely and uninterrupted progress of the Project work. Substitution requests which involve more work or time than is normally required for routine substitutions, as mutually determined by the Parties, may be the subject of additional compensation as Additional Services.

8.15 **Revised Documents and Drawings.** Architect shall prepare, at no additional expense to the District, all documents and/or drawings made necessary by errors and omissions in the originally approved Construction Documents.

8.16 **Change Requests and Material Changes.** Architect shall evaluate and advise the District, in a timely manner and in writing, of any change requests and material change(s) which may be requested or necessary in the Project plans and specifications. Architect shall provide the District with its opinion as to whether such change requests should be approved, denied or revised. If the District has not hired a construction manager or other person to do so, Architect shall prepare and execute all change orders and submit them to the District for authorization. If the District has designated a construction manager or other person to prepare all change orders, Architect shall review all change orders prepared by such person, execute them and deliver them to the District for authorization if they meet with Architect's approval, or submit them to the District with recommendations for revision or denial if necessary. Architect shall not order contractors to make any

changes affecting the contract price without approval by the District of such a written change order, pursuant to the terms of the Construction Documents. Architect may order, on its own responsibility and pending the District's Governing Board approval, changes necessary to meet construction emergencies, if written approval of the District's Representative is first secured. Architect may also authorize minor changes in the work, pending the District's approval, so long as such changes are not inconsistent with the intent of the Construction Documents and do not involve an adjustment in the contract sum or an extension of the contract time.

8.17 **Applications for Payment.** Architect shall examine, verify and approve contractor's applications for payment, and shall issue certificates for payment in amounts approved by the Project Inspector of Record or the District's Representative, based on the Architect's observations at the site. The issuance of a certificate for payment shall not be a representation that Architect has: (1) made exhaustive or continuous on-site inspections of the work for which payment is sought; (2) reviewed construction means, methods, techniques, sequences or procedures for the work for which payment is sought; (3) ascertained how and for what purpose the contractor has used money previously paid; or (4) certified that the work for which payment is sought is without defects.

8.18 **Final Color and Product Selection.** Architect shall coordinate final color and product selection with District's original design concept.

8.19 **Substantial Completion.** Architect shall determine the date of substantial completion, in consultation with the District.

8.20 **Punch List.** After determining that the Project is substantially complete, Architect shall participate in the inspection by the IOR of the Project and shall review all remaining deficiencies and minor items needed to be corrected or completed on the Project, including those identified on the punch list prepared by the contractor ("Punch List Items"). Architect shall notify contractor in writing that all Punch List Items must be corrected prior to final acceptance of the Project and final payment. Architect shall also notify the District of all Punch List Items.

8.21 **Warranties.** Architect shall review materials assembled by the contractor and subcontractors with regard to all written warranties, guarantees, owners' manuals, instruction books, diagrams, record "as built" drawings, and any other materials required from the contractors and subcontractors pursuant to the Construction Documents. Architect shall coordinate and provide these materials to the District.

8.22 **Certificate of Completion.** Architect shall participate in any further inspections of the Project necessary to issue Architect's Certificate of Completion and final certificate for payment.

8.23 **Documents for Project Close-Out.** Architect shall cause all other architects, engineers and other consultants, as may be hired by Architect, to file any and all required documentation with the District or other governmental authorities necessary to close out the Project. Architect shall assist the District in obtaining such documentation from all other architects, engineers, or other consultants.

9. **RECORD DRAWINGS.**

During the record drawings phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

9.1 **Record Drawings and Specifications.** Not later than thirty (30) days after substantial completion of the Project, before receipt of final payment, Architect shall review and forward the Final Working Drawings and Specifications, indicating on them all changes made by change orders or otherwise pursuant to the Construction Documents, as well as all information called for on the specifications, thus producing an "record" set of Final Working Drawings and Specifications ("Record Drawings and Specifications"). The Record Drawings and Specifications shall show, among other things, the location of all concealed pipe, buried conduit runs and other similar elements within the completed Project. Architect shall personally review and certify that the Record Drawings and Specifications are a correct representation of the information supplied to Architect by the Inspector of Record and the contractor, and shall obtain certifications from the Inspector of Record and the contractor that the drawings are correct.

9.2 **Approval.** Once the District provides Architect with specific written approval of the Record Drawings and Specifications, Architect shall forward to the District the complete set of original Record Drawings and Specifications or a complete set of reproducible duplicate Record Drawings and Specifications. The tracing shall be of such quality that clear and legible prints may be made without appreciable and objectionable loss of detail.

9.3 **Documents for Final Payment.** Prior to the receipt of Architect's final payment, Architect shall forward to the District all of the following: (1) one clear and legible set of reproductions of the computations; (2) the original copy of the specifications; (3) the Record Drawings and Specifications as required herein; (4) the final verified progress report required pursuant to Title 24 of the California Code of Regulations; and (5) Architect's Certificate of Completion.

10. **WARRANTY PERIOD.**

During the warranty period phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

10.1 **Advice.** Architect shall provide advice to the District on apparent deficiencies in the Project during any applicable warranty periods for the Project.

EXHIBIT "C"

COMPENSATION RATES AND REIMBURSABLE EXPENSES

1. Hourly Compensation Rates.

	HOURLY RATES
Principal	\$185
Regional Vice President	
Educational Services	
Senior Project Manager	
Senior Healthcare Planner	
Director of Design	
Cost Estimator	
Project Manager	\$150
Senior Construction Administrator	
Senior Designer	
Interior Design Director	
Designer	
Graphics	
Project Leader	
Technical Services/QA Plan Reviewer/Spec Writer	
Labor Compliance	
Interior Senior Designer	
Job Captain	
Senior Drafter	\$125
Intermediate Drafter	
Junior Designer	
Educational Services Support	
Computer Services	
Interior Design/Project Coordinator	
Drafter	\$95
Intern Architect	
DSA Coordinator	
Construction Administration Support	
Contract Administrator	
Admin Support	\$65

These are the current hourly rates effective 1/1/19 through 12/31/19. Increases in the above hourly rates shall be made only by an authorized amendment to this Agreement.

2. Reimbursable Expenses.

Reproduction of Plans and Documents (Subject to 1.05 multiplier).

EXHIBIT "C"

3. **Additional Services.**

Additional Services shall be computed at the actual hourly rates described above.

4. **Additional Consultants.**

If District requires Architect to hire consultants to perform any Additional Services, Architect shall be compensated therefore at the consultant's actual hourly rates plus ten percent (10%). District shall have the authority to review and approve the rates of any such consultants.

EXHIBIT "D"

CONTRACTOR FINGERPRINTING REQUIREMENTS

Architect Certification

With respect to the Agreement dated _____ 20__ by and between the **Lakeside Union School District** ("District") and **[INSERT NAME OF ARCHITECT]** ("Architect") for the provision of architectural services, Architect hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with District pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

Contractor's Representative

Date

Architect Exemption

Pursuant to Education Code section 45122.1, the **Lakeside Union School District** ("District") has determined that **[INSERT NAME OF ARCHITECT]** ("Architect") is exempt from the criminal background check certification requirements for the service Agreement dated _____ by and between the District and Architect ("Agreement") because:

- ☐ The Architect's employees will have limited contact with District students during the course of the Agreement; or
- ☐ Emergency or exceptional circumstances exist.

District Official

Date

Architect's Consultant Certification

The **Lakeside Union School District** ("District") entered into an agreement for architectural services with **[INSERT NAME OF ARCHITECT]** ("Architect") on or about _____ ("Agreement"). This certification is submitted by _____, a consultant to the Architect for purposes of that Agreement ("Consultant"). Consultant hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with District pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

Consultant's Representative

Date

Architect's Consultant Exemption

The **Lakeside Union School District** ("District") entered into an agreement for architectural services with **[INSERT NAME OF ARCHITECT]** ("Architect") on or about _____ ("Agreement"). Pursuant to Education Code section 45122.1, the District has determined that _____, a consultant to the Architect for purposes of that Agreement ("Consultant"), is exempt from the criminal background check certification requirements for the Agreement because:

- ☐ The Consultant's employees will have limited contact with District students during the course of the Agreement; or
- ☐ Emergency or exceptional circumstances exist.

District Official

Date

LAKESIDE UNION SCHOOL DISTRICT
MASTER AGREEMENT FOR ARCHITECTURAL SERVICES

1. Parties and Date

This Master Agreement for Architectural Services ("Agreement") is made and entered into this 14th day of February, 2019, by and between the **LAKESIDE UNION SCHOOL DISTRICT**, a public school district organized under the laws of the State of California with its principal place of business at **12335 Woodside Avenue, Lakeside, California 92040** ("District") and **Studio WC, 515 Encinitas Blvd., Ste. 201, Encinitas, CA 92024** ("Architect"). The District and Architect are sometimes referred to individually as "Party" and collectively as "Parties" in this Agreement.

2. Recitals

2.1 The District is a public school district organized under the laws of the State of California, with power to contract for the services provided for herein.

2.2 The District intends to construct multiple school facilities within the District pursuant to its District-Wide Bond Program, which will be completed in one or more phases/components (collectively, the "Project").

2.3 The District requires the services of a duly qualified and licensed architect to perform the services on the Project as required by this Agreement. Architect represents that it is aware of the District's plans with respect to the Project.

2.4 This Agreement is intended to act as a "Master Agreement" for the Project and does not entitle the Architect to any specific assignment for any phase/component of the Project or to any specific compensation until such time as an mutually agreed upon written Amendment is entered into between the Parties to specifically assign Architect one or more individual components of the Project. A sample of said Amendment is attached hereto as **Exhibit "A"** and incorporated herein by reference. The mutually agreed upon Amendment shall set forth the scope of services, schedule, and compensation for any such assigned component of the Project. Except as specifically provided in the Amendment, all other terms and conditions of this Agreement remain in full force and effect for the provision of all services.

2.5 Architect warrants that it is fully licensed, qualified, and willing to perform the services required by this Agreement; provided, however, that if Architect is a corporation or other organization, the Project Architect designated pursuant to Section 3.2 herein, and not the Architect itself, shall be fully licensed to practice as an architect in the State of California.

2.6 The District desires to engage Architect to render the services for the Project as provided hereunder.

3. Terms

3.1 **Employment of Architect.** Architect promises and agrees to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional architectural and related services necessary for the full and adequate completion of the Project consistent with the provisions of this Agreement (hereinafter referred to as the "Services"). The Services are more particularly described throughout this Agreement, including **Exhibit "B"** attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, any subsequent Amendments hereto, any exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. All Services performed by Architect shall be subject to the sole and discretionary approval of the District, which approval shall not be unreasonably withheld.

3.2 **Project Architect; Key Personnel.** Architect shall name a specific individual to act as the Project Architect, subject to the approval of the District. Architect hereby designates **Robert Webb**, (License No. **C28036** to act as the Project Architect for the Project. The Project Architect shall: (1) maintain oversight of the Project at all times; (2) have full authority to represent and act on behalf of the Architect for all purposes under this Agreement; (3) supervise and direct the Services using his or her best skill and attention; (4) be responsible for the means, methods, techniques, sequences and procedures used for the Services; (5) adequately coordinate all portions of the Services; and (6) act as principal contact with the District and all contractors, consultants, engineers and inspectors on the Project. Any change in the Project Architect shall be subject to the District's prior written approval, which approval shall not be unreasonably withheld. The new Project Architect shall be of at least equal competence as the prior Project Architect. In the event that the District and Architect cannot agree as to the substitution of a new Project Architect, the District shall be entitled to terminate this Agreement without any further liability to Architect.

In addition to the Project Architect, Architect has represented to the District that certain additional key personnel, engineers, and consultants will perform the Services under this Agreement. Should one or more of such personnel, engineers, or consultants become unavailable, Architect may substitute others of at least equal competence upon written approval of the District. In the event that the District and Architect cannot agree as to the substitution of key personnel, engineers, or consultants, the District shall be entitled to terminate this Agreement for cause. As discussed below, any personnel, engineers, or consultants who fail or refuse to perform the Services in a manner acceptable to the District, or who are determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by Architect at the request of the District. The key additional personnel, engineers, and consultants for performance of this Agreement are as follows: Debra Vaughan-Cleff, PE, Principal and Civil Engineer, C62788, and Rebecca Ibarra, Principal and Architect, C34817.

3.3 **Hiring of Consultants and Personnel.**

3.3.1 **Right to Hire or Employ.** Architect shall have the option, unless the District objects in writing after notice, to employ at its expense architects, engineers, experts or

other consultants qualified and licensed to render services in connection with the planning and/or administration of the Project, and to delegate to them such duties as Architect may delegate without relieving Architect from administrative or other responsibility under this Agreement. Architect shall be responsible for the coordination and cooperation of Architect's architects, engineers, experts, or other consultants. All consultants, including changes in consultants, shall be subject to approval by the District in its sole and reasonable discretion. Architect shall notify the District of the identity of all consultants at least fourteen (14) days prior to their commencement of work in order to allow the District time to review their qualifications and decline consent to their participation on the Project if deemed necessary by the District in its sole and reasonable discretion.

3.3.2 **Qualification and License.** All architects, engineers, experts, and other consultants retained by Architect in performance of this Agreement shall be qualified to perform the Services assigned to them, and shall be licensed to practice in their respective professions, where required by law.

3.3.3 **Standards and Insurance.** All architects, engineers, experts, and other consultants hired by Architect shall be required to meet all of the same standards and insurance requirements set forth in this Agreement, unless other standards or requirements are approved by the District in writing. Unless changes are approved in writing by the District, Architect's agreements with its consultants shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.3.4 **Assignments or Staff Changes.** Architect shall promptly obtain written District approval of any assignment, reassignment, or replacement of such architects, engineers, experts, and consultants, or of other staff changes of key personnel working on the Project. As provided in the Agreement, any changes in Architect's consultants and key personnel shall be subject to approval by the District.

3.3.5 **Draftsman and Clerical Support.** Draftsmen and clerical personnel shall be retained by Architect at Architect's sole expense.

3.4 **Standard of Care; Performance of Employees.**

3.4.1 **Standard of Care.** Architect shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals qualified to perform the Services in the same discipline in the State of California, and shall be fully responsible to the District for any damages to the District and delays to the Project as specified in the indemnification provision of this Agreement to the extent caused by Architect. Architect represents and maintains that it is skilled in the professional calling necessary to perform the Services. Architect warrants that all of its employees, architects, engineers, experts, and other consultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Architect represents that it, its employees, architects, engineers, experts, and other consultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services assigned to or rendered by them, and that such licenses and approvals shall be maintained

throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Architect shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by Architect's failure to comply with the standard of care provided for herein.

3.4.2 **Performance of Employees.** Any employee or consultant who is reasonably determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee or consultant who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by Architect and shall not be re-employed to perform any of the Services or to work on the Project.

3.5 **Laws and Regulations.**

3.5.1 **Knowledge and Compliance.** Architect shall keep itself fully informed of and in compliance with all applicable local, state and federal laws, rules and regulations in any manner affecting the performance of the Services or the Project, and shall give all notices required of the Architect by law. Architect shall be liable, pursuant to the standard of care and indemnification provisions of this Agreement, for all violations of such laws and regulations in connection with its Services. If Architect performs any work knowing it to be contrary to such laws, rules, and regulations and without giving written notice to the District, Architect shall be solely responsible for all costs arising therefrom. Architect shall defend, indemnify and hold the District, its officials, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.5.2 **Drawings and Specifications.** Architect shall cause all drawings and specifications to conform to any applicable requirements of federal, state and local laws, rules and regulations, including, but not limited to, the California Building Code, the California Education Code, Titles 19, 21 and 24 of the California Code of Regulations, and any requirements of the Division of State Architect (including structural safety, fire/life safety and access compliance section), the State Department of Education and the California Department of General Services, in effect as of the time the drawings and specifications are prepared or revised during the latest phase of the Services described in **Exhibit "B"** attached hereto and incorporated herein by reference. Any significant revisions made necessary by changes in such laws, rules and regulations after this time, which were not known or reasonably should not have been known, by Architect, may be compensated as Additional Services. Architect shall cause the necessary copies of such drawings and specifications to be filed with any governmental bodies with approval jurisdiction over the Project, in accordance with the Services described in **Exhibit "B"** attached hereto and incorporated herein by reference. For the preparation of all such drawings and specifications, Architect shall use Computer Aided Design Drafting ("CADD") (e.g., AutoCAD) or other technology acceptable to Architect and the District.

3.5.3 **Americans with Disabilities Act.** Architect will use its best professional efforts to interpret all applicable federal, state and local laws, rules and regulations with respect to access, including those of the Americans with Disabilities Act ("ADA"). Architect shall

inform the District of the existence of inconsistencies of which it is aware or reasonably should be aware between federal and state accessibility laws, rules and regulations, as well as any other issues which are subject to conflicting interpretations of the law, and shall provide the District with its interpretation of such inconsistencies and conflicting interpretations. Unless Architect brings such inconsistencies and conflicting interpretations to the attention of the District and requests the District's direction on how to proceed, Architect's interpretation of such inconsistencies and conflicting interpretations shall be the sole responsibility and liability of Architect, and Architect shall correct all plans, specifications and other documents prepared for the Project at no additional cost if its interpretations are shown to be incorrect. In the event that Architect brings such inconsistencies and conflicting interpretations to the attention of the District, seeks direction from the District and requests the District's direction on how to proceed, with respect to any inconsistent and/or conflicting interpretation, Architect shall be responsible to the District pursuant to the indemnification provision of this Agreement. The District acknowledges that the requirements of the federal and state accessibility laws are subject to various and possibly contradictory interpretations, and that Architect cannot warrant or guarantee that its interpretation will be correct and will be entitled to proceed in accordance with the District's direction. Architect shall at all times adhere to the standard of care provided for in this Agreement and will use its reasonable professional efforts and judgment in making its interpretations.

3.5.4 **Permits, Approvals and Authorizations.** Architect shall provide the District with a list of all permits, approvals or other authorizations required for the Project from all federal, state or local governmental bodies with approval jurisdiction over the Project. Architect shall then assist the District in obtaining all such permits, approvals and other authorizations. The costs of such permits, approvals, and other authorizations shall be paid by the District.

3.6 **Independent Contractor.** The District retains Architect on an independent contractor basis and Architect is not an employee of the District. Architect is not an employee for state tax, federal tax or any other purpose, and is not entitled to the rights or benefits afforded to the District's employees. Any additional personnel performing the Services under this Agreement on behalf of Architect shall also not be employees of the District, and shall at all times be under Architect's exclusive direction and control. Architect shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Architect shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.7 **Schedule of Services.**

3.7.1 **Timely Performance Standard.** Architect shall perform all Services hereunder as expeditiously as is consistent with professional skill and care, as well as the orderly progress of the Project work so as not to be the cause, in whole or in part, of delays in the completion of the Project or in the achievement of any Project milestones, as provided herein. Specifically, Architect shall perform its Services so as to allow for the full and adequate

completion of the Project within the time required by the District and within any completion schedules adopted for the Project as may be further defined in the Amendment(s) hereto. Architect agrees to coordinate with the District's staff, contractors, and consultants in the performance of the Services, and shall be available to the District's staff, contractors, and consultants at all reasonable times.

3.7.2 **Performance Schedule.** Architect shall prepare an estimated time schedule for the performance of the Architect's Services, to be adjusted as the Project proceeds. Such schedule shall be subject to the District's review and approval, which approval shall not be unreasonably withheld, and shall include allowances for periods of time required for the District's review and approval of submissions, and for approvals of authorities having jurisdiction over the Project approval and funding. If the District and Architect cannot mutually agree on a performance schedule, the District shall have the authority to immediately terminate this Agreement. The schedule shall not be exceeded by Architect, without the prior written approval of the District. If Architect's Services are not completed within the time provided by the agreed upon performance schedule, or any milestones established therein, it is understood, acknowledged and agreed that the District will suffer damage for which Architect will be responsible pursuant to the indemnification provision of this Agreement.

3.7.3 **Excusable Delays.** Any delays in Architect's work caused by the following shall be added to the time for completion of any obligations of Architect: (1) the actions of the District or its employees; (2) the actions of those in direct contractual relationship with the District; (3) the actions of any governmental agency having jurisdiction over the Project; (4) the actions of any parties not within the reasonable control of Architect; and (5) any act of God or other unforeseen occurrence not due to any fault or negligence on the part of Architect. Neither the District nor Architect shall be liable for damages, liquidated or otherwise, to the other on account of such excusable delays.

3.7.4 **Request for Excusable Delay Credit.** Architect shall, within ten (10) calendar days of the beginning of any excusable delay, notify the District in writing of the causes of delay. The District will then ascertain the facts and the extent of the delay, and grant an extension of time for completing the Services when, in its sole judgment, the findings of fact justify such an extension. The District's findings of fact thereon shall be final and conclusive on the parties. Extensions of time shall apply only to that portion of the Services affected by the delay and shall not apply to other portions of the Services not so affected. The sole remedy of Architect for extensions of time shall be an extension of the performance time at no cost to the District. If Additional Services are required as a result of an excusable delay, the parties shall mutually agree thereto pursuant to the Additional Services provision of this Agreement. Should Architect make an application for an extension of time, Architect shall submit evidence that the insurance policies required by this Agreement remain in effect during the requested additional period of time.

3.8 **Architect Services.** Architect shall fully and adequately complete the Services described in this Agreement and in **Exhibit "B"** attached hereto and incorporated herein by reference as well as any specific requirements set forth in the Amendment(s) hereto.

3.9 **Additional Architect Services.** At the District's request, Architect may be asked to perform services not otherwise included in this Agreement, not included within the basic services listed in **Exhibit "B"** attached hereto and incorporated herein by reference, and/or not customarily furnished in accordance with generally accepted architectural practice. As used herein, "Additional Services" mean: (1) any work which is determined by the District to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary for Architect to perform at the execution of this Agreement; or (2) any work listed as Additional Services in **Exhibit "B"** attached hereto and incorporated herein by reference. Architect shall not perform, nor be compensated for, Additional Services without prior written authorization from the District and without an agreement between the District and Architect as to the compensation to be paid for such services. The District shall pay Architect for any approved Additional Services, pursuant to the compensation provisions herein, so long as such services are not made necessary through the fault of Architect pursuant to the indemnification provision of this Agreement. Such Additional Services shall not include any redesign or revisions to drawings, specifications or other documents when such revisions are necessary in order to bring such documents into compliance with applicable laws, rules, regulations or codes of which Architect was aware or should have been aware pursuant to the laws and regulations provision of this Agreement above.

3.10 **District Responsibilities.** The District's responsibilities shall include the following:

3.10.1 **Data and Information.** As set forth in Section 2.4 above, this Agreement does not entitle the Architect to any specific compensation until such time as an Amendment hereto is entered into between the Parties. The District shall make available to Architect all necessary data and information concerning the purpose and requirements of the Project, including scheduling and budget limitations, objectives, constraints and criteria. As part of the budget limitation information, the District shall provide Architect with a preliminary construction budget for any applicable component of the Project (the "District's Preliminary Construction Budget").

3.10.2 **Project Survey.** If required pursuant to the scope of the Project and if requested by Architect, the District shall furnish Architect with, or direct Architect to procure at the District's expense, a survey of the Project site prepared by a registered surveyor or civil engineer, any other record documents which shall indicate existing structures, land features, improvements, sewer, water, gas, electrical and utility lines, topographical information and boundary dimensions of the site, and any other such pertinent information.

3.10.3 **Inspector of Record.** Appoint and pay, upon mutual agreement with Architect, an Inspector of Record as provided by state law. The Inspector of Record shall be qualified and approved by Architect and by the Division of State Architect, shall be under direction of the Architect, and shall be responsible to, and act in accordance with, the policies of the District. The Inspector of Record shall be compensated by the District and shall be under direct contract with the District. The construction administration by Architect and its engineers or other consultants shall complement the continuous personal supervision of the Inspector of Record.

3.10.4 **Bid Phase.** Distribute Construction Documents to bidders and conduct the opening and review of bids for the Project.

3.10.5 **Testing.** Retain consultant(s) to conduct chemical, mechanical, soils, geological or other tests required for proper design of the Project, and furnish such surveys, borings, test pits, and other tests as may be necessary to reveal conditions of the site which must be known to determine soil condition or to ensure the proper development of the required drawings and specifications.

3.10.6 **Required Inspections and Tests.** Retain consultant(s) to conduct materials testing and inspection, as required by Title 21 of the California Code of Regulations, or to conduct any other environmental or hazardous materials testing and inspection pursuant to any other applicable laws, rules or regulations.

3.10.7 **Fees of Reviewing or Licensing Agencies.** Directly pay or reimburse the payment of all fees required by any reviewing or licensing agency, or other agency having approval jurisdiction over the Project.

3.10.8 **District's Representative.** Designate a person to act as its representative for the performance of this Agreement (the "District's Representative"). The District's Representative shall be authorized to act as liaison between Architect and the District in the administration of this Agreement and the Construction Documents, and shall have the power to act on behalf of the District for all purposes under this Agreement. Such person shall assist Architect in observing construction of the Project and participating in the preparation of the Punch List Items required by **Exhibit "B"** attached hereto and incorporated herein by reference. The District may designate new and/or different individuals to act as the District's Representative from time to time. The District's Representative shall render decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of the Services, as provided in the excusable delay provisions of this Agreement above.

3.10.9 **Review and Approved Documents.** Review all documents submitted by Architect, including change orders and other matters requiring approval by the District's Governing Board or other officials. The District shall advise Architect of decisions pertaining to such documents within a reasonable time after submission, so as not to cause unreasonable delay as provided in the excusable delay provisions of this Agreement above.

3.11 **Compensation.**

3.11.1 **Architect's Compensation for Basic Services.** As set forth in Section 2.4 above, this Agreement does not entitle the Architect to any specific compensation until such time as an Amendment hereto is entered into between the Parties in order to specifically assign Architect one or more individual components of the Project. The Architect's compensation for any such component shall be clearly established in the applicable Amendment(s) upon mutual written agreement.

3.11.2 Payment for Additional Services. Additional Services may be authorized pursuant to the applicable provisions of this Agreement and subsequent Amendment. If authorized, such Additional Services will be compensated at the rates and in the manner set forth in **Exhibit "C"** attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the parties. Architect shall be paid for Additional Services, as defined by this Agreement and subsequent Amendment, so long as they have been approved in advance by the District. If the District requires Architect to hire consultants to perform any Additional Services, Architect shall be compensated therefore at the rates and in the manner set forth in **Exhibit "C"** attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the Parties. The District shall have the authority to review and approve the rates of any such consultants. In addition, Architect shall be reimbursed for any expenses incurred by such consultants pursuant to the terms and conditions of Section 3.11.3.

3.11.3 Reimbursable Expenses. Reimbursable expenses are in addition to compensation for the Services and Additional Services. Architect shall not be reimbursed for any expenses unless authorized in writing by the District, which approval may be evidenced by inclusion in **Exhibit "C"** attached hereto and incorporated herein by reference. Such reimbursable expenses shall include only those expenses which are reasonably and necessarily incurred by Architect in the interest of the Project. Architect shall be required to acquire prior written consent in order to obtain reimbursement for the following: (1) extraordinary transportation expenses incurred in connection with the Project; (2) out-of-town travel expenses incurred in connection with the Project; (3) fees paid for securing approval of authorities having jurisdiction over the Project; (4) bid document duplication costs in excess of \$0; and (5) other costs, fees and expenses in excess of \$0.

3.11.4 Payment to Architect. Consistent with the terms of an Amendment executed by the Parties regarding compensation, Architect's compensation and reimbursable expenses shall be paid by the District to Architect no more often than monthly. Such periodic payments shall be made based upon the percentage of work completed, and in accordance with the schedule agreed to by the Parties in a subsequent Amendment hereto. In order to receive payment, Architect shall present to the District an itemized statement which indicates the Services performed, percentage of the Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of the Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement, as well as those expenses for which reimbursement is requested for that statement period. The amount paid to Architect shall never exceed the percentage amounts authorized by the phasing and funding schedule agreed to by the Parties in a subsequent Amendment hereto. The District shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the Parties in a mutually agreeable manner.

Payments made for the Additional Services shall be made in installments, not more often than monthly, proportionate to the degree of completion of such services or in such other manner as the parties shall specify when such services are agreed upon, and in accordance

with any authorized fee or rate schedule. In order to receive payment, Architect shall present to the District an itemized statement which indicates the Additional Services performed, percentage of the Additional Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of the Additional Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. The District shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the Parties in a mutually agreeable manner.

Upon cancellation or termination of this Agreement, Architect shall be compensated as set forth in the termination provision herein.

3.11.5 **Withholding Payment to Architect.** The District may withhold payment, in whole or in part, to the extent reasonably necessary to protect the District from claims, demands, causes of action, costs, expenses, liabilities, losses, damages, or injuries of any kind to the extent arising out of or caused by the negligence, recklessness, or willful misconduct protected under the indemnification provisions of this Agreement. Failure by the District to deduct any sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District may keep any moneys which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefor, to the payment of any expenses, losses, or damages as determined by the District, incurred by the District for which Architect is liable under the Agreement or state law. Payments to Architect for compensation and reimbursable expenses due shall not be contingent on the construction, completion or ultimate success of the Project. Payment to Architect shall not be withheld, postponed, or made contingent upon receipt by the District of offsetting reimbursement or credit from parties not within Architect's reasonable control.

3.11.6 **Prevailing Wages.** Architect is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Architect agrees to fully comply with and to require its consultants to fully comply with such Prevailing Wage Laws. The District shall provide Architect with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Architect shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at Architect's principal place of business and at the Project site. Architect shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure of Architect or its consultants to comply with the Prevailing Wage Laws.

3.11.7 **DIR Registration.** If any portion of the Services provided by Architect are classified as "public works" under the Labor Code, then in addition to the foregoing, pursuant to Labor Code sections 1725.5 and 1771.1, Architect and all applicable subcontractors/subconsultants must be registered with the Department of Industrial Relations ("DIR"). Architect and all such subcontractors/subconsultants shall maintain registration for the duration of the Project and require the same of any other subcontractors. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Architect's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of certified payroll records directly to the DIR.

3.12 **Notice to Proceed.** As described in Section 2.4 above, Architect shall not proceed with performance of any of the Services under this Agreement unless and until the Parties execute an Amendment for a specific component of the Project and the District provides a written notice to proceed.

3.13 **Termination, Suspension and Abandonment.**

3.13.1 **District's Termination for Convenience.** The District hereby reserves the right to suspend or abandon, at any time and for any reason, all or any portion of the Project and the construction work thereon, or to terminate this Agreement at any time with or without cause. Architect shall be provided with at least seven (7) days advanced written notice of such suspension, abandonment, or termination. In the event of such suspension, abandonment, or termination, Architect shall be paid for the Services and reimbursable expenses rendered up to the date of such suspension, abandonment, or termination, less any claims against or damages suffered by the District as a result of the default, if any, by Architect. Upon the District's request and authorization, Architect shall perform any and all additional Services necessary to wind up the work performed to the date of suspension, abandonment, or termination. Architect hereby expressly waives any and all claims for damages or compensation arising under this Section, except as set forth herein, in the event of such suspension, abandonment or termination.

3.13.2 **Architect's Termination for Cause** This Agreement may be terminated by Architect upon fourteen (14) days written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a description of the District's failure to perform, status of the work completed as of the date of termination, together with a description and a cost estimate of the effort necessary to complete work in progress. In such event, Architect shall be compensated for the Services completed to the date of termination, together with compensation for such Additional Services performed after termination which are authorized by the District to wind up the work performed to the date of termination. Upon the District's request and authorization, Architect shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

3.13.3 **District's Suspension of Work.** If Architect's Services are suspended by the District, the District may require Architect to resume such Services within ninety (90) days after written notice from the District. When the Project is resumed, the compensation and

schedule of Services shall be equitably adjusted upon mutual agreement of the District and Architect.

3.13.4 **Documents and Other Data.** Within seven (7) calendar days following suspension, abandonment, or termination of this Agreement, Architect shall provide to the District all preliminary studies, sketches, working drawings, specifications, computations, and all other Project Documents, as defined below, to which the District would have been entitled at the completion of Architect's Services under this Agreement. Upon payment of the amount required to be paid to Architect pursuant to the termination provisions of this Agreement, the District shall have the right, as provided in this Agreement hereinafter, to use such Project Documents prepared by or on behalf of Architect under this Agreement. In the event of a dispute regarding the amount of compensation to which Architect is entitled under the termination provisions of this Agreement, Architect shall provide all Project Documents to the District upon payment of the undisputed amount. Architect shall have no right to retain or fail to provide to the District any such documents pending resolution of the dispute. Architect shall make such documents available to the District without additional compensation other than as may be approved as a reimbursable expense.

3.13.5 **Employment of Other Architects.** In the event this Agreement is terminated in whole or in part as provided herein, the District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.14 **Ownership and Use of Documents; Confidentiality.**

3.14.1 **Ownership.** Pursuant to California Education Code section 17316 and the requirements of the District, all plans, specifications, original or reproducible transparencies of working drawings and master plans, preliminary sketches, architectural presentation drawings, structural computations, estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded on computer diskettes (hereinafter referred to as the "Project Documents") shall be and remain the property of the District. Although the official copyright in all Project Documents shall remain with Architect or other applicable subcontractors or consultant, the Project Documents shall be the property of the District whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, Architect shall provide to the District copies of all Project Documents required by the District. In addition, Architect shall retain copies of all Project Documents on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to the District upon the payment of reasonable duplication costs. Before destroying the Project Documents following this retention period, Architect shall make a reasonable effort to notify the District and provide the District with the opportunity to obtain the documents.

3.14.2 **Right to Use.** Architect grants to the District the right to use and reuse all or part of the Project Documents, at the District's sole discretion and with no additional compensation to Architect, for the following purposes:

- (A) The construction of all or part of this Project;
- (B) The repair, renovation, modernization, replacement, reconstruction or expansion of this Project at any time;
- (C) The construction of another project by or on behalf of the District for its ownership and use;

The District is not bound by this Agreement to employ the services of Architect in the event such documents are used or reused for these purposes. The District shall be able to use or reuse the Project Documents for these purposes without risk of liability to Architect or third parties with respect to the condition of the Project Documents, and the use or reuse of the Project Documents for these purposes shall not be construed or interpreted to waive or limit the District's right to recover for latent defects or for errors or omissions of Architect.

Any use or reuse by the District of the Project Documents on any project other than this Project without employing the services of Architect shall be at the District's own risk with respect to third parties. If the District uses or reuses the Project Documents on any project other than this Project, it shall remove Architect's seal from the Project Documents and hold harmless Architect and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Project Documents on such other project.

Architect shall not be responsible or liable for any revisions to the Project Documents made by any party other than Architect, a party for which Architect is legally responsible or liable, or anyone approved by Architect.

3.14.3 **License**. This Agreement creates a non-exclusive and perpetual license for the District to copy, use, modify or reuse any and all Project Documents and any intellectual property rights therein. Architect shall require any and all subcontractors and consultants to agree in writing that the District is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

3.14.4 **Right to License**. Architect represents and warrants that Architect has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Project Documents that Architect prepares or causes to be prepared pursuant to this Agreement. Architect shall indemnify and hold the District harmless pursuant to the indemnification provisions of this Agreement for any breach of this Section. Architect makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents that were prepared by design professionals other than Architect and provided to Architect by the District.

3.14.5 **Confidentiality**. All Project Documents, either created by or provided to Architect in connection with the performance of this Agreement, shall be held confidential by Architect to the extent they are not subject to disclosure pursuant to the Public Records Act. All Project Documents shall not, without the written consent of the District, be used or reproduced by Architect for any purposes other than the performance of the Services. Architect shall not disclose, cause or facilitate the disclosure of the Project Documents to any person or entity not

connected with the performance of the Services or the Project. Nothing furnished to Architect which is otherwise known to Architect or is generally known, or has become known, to the related industry shall be deemed confidential. Architect shall not use the District's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the written consent of the District.

3.15 **Indemnification.** To the fullest extent permitted by law, Architect shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Architect, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorneys' fees and other related costs and expenses. Architect's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Architect, the District, its officials, officers, employees, agents, or volunteers.

To the extent required by Civil Code section 2782.8, which is fully incorporated herein, Architect's obligations under the above indemnity shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect, but shall not otherwise be reduced. If Architect's obligations to defend, indemnify, and/or hold harmless arise out of Architect's performance of "design professional services" (as that term is defined under Civil Code section 2782.8), then upon Architect obtaining a final adjudication that liability under a claim is caused by the comparative active negligence or willful misconduct of the District, Architect's obligations shall be reduced in proportion to the established comparative liability of the District and shall not exceed the Architect's proportionate percentage of fault.

3.16 **Insurance.**

3.16.1 **Time for Compliance.** Architect shall not commence any of the Services under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this Section. In the event Architect fails to provide or maintain all required insurance, the District may, in its sole discretion, obtain such insurance and deduct the amount therefor from Architect's compensation.

3.16.2 **Minimum Requirements.** Architect shall, at its expense, procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by Architect, its officials, officers, agents, representatives, employees or subcontractors. Such insurance shall meet at least the following minimum levels of coverage:

(A) **Minimum Scope of Insurance.** Coverage shall be at least as broad as the latest version of the following: (1) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) Automobile Liability:

Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); (3) Workers' Compensation and Employers' Liability: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; and (4) Professional Liability: Coverage which is appropriate to Architect's profession, or that of its consultants or subcontractors.

(B) **Minimum Limits of Insurance.** Coverages shall provide limits no less than: (1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit; (2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage; (3) Workers' Compensation and Employer's Liability: Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of \$1,000,000 per accident for bodily injury or disease; and (4) Professional Liability: Not less than \$1,000,000 per claim.

3.16.3 **Professional Liability.** Architect and its consultants and subcontractors shall procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance with limits discussed in this Section. This insurance shall be endorsed to include contractual liability.

3.16.4 **Insurance Endorsements.** The insurance policies shall contain the following provisions, or Architect shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

(A) **General Liability.** The general liability policy shall be endorsed to state that: (A) the District, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the performance of the Agreement by the Architect, its officials, officers, agents, representatives, employees or subcontractors, including materials, parts or equipment furnished in connection with such services; and (B) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of Architect's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees and agents shall be excess of Architect's insurance and shall not be called upon to contribute with it in any way.

(B) **Automobile Liability.** The automobile liability policy shall be endorsed to state that: (A) the District, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Architect or for which Architect is responsible; and (B) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of Architect's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees and agents shall be excess of Architect's insurance and shall not be called upon to contribute with it in any way.

(C) **Workers' Compensation and Employers Liability Coverage.**

The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees and agents for losses paid under the terms of the insurance policy which arise from work performed by Architect.

(D) **All Coverages.** Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees and agents.

3.16.5 **Separation of Insureds; No Special Limitations.** All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees and agents.

3.16.6 **Deductibles and Self-Insurance Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the District. Architect shall guarantee that, at the option of the District, either: (A) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officials, officers, employees and agents; or (B) Architect shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.16.7 **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the District.

3.16.8 **Verification of Coverage.** Architect shall furnish the District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the District, if requested. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.16.9 **Subcontractor and Consultant Insurance Requirements.** Architect shall not allow any of its architects, engineers, experts or other consultants to commence work on any subcontract until they have provided evidence satisfactory to the District that they have secured all insurance required under this Section. If requested by Architect, the District may approve different scopes or minimum limits of insurance for particular architects, engineers, experts or other consultants. Unless otherwise approved by the District, the architects, engineers, experts and other consultants shall comply with each and every provision of this Section.

3.17 **Records.** Architect shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Architect shall allow a representative of the District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Architect shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

3.18 **Standardized Manufactured Items.** Architect shall cooperate and consult with the District in the use and selection of manufactured items on the Project, including but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials and floor coverings. All such manufactured items shall be standardized to the District's criteria to the extent such criteria do not interfere with building design.

3.19 **Limitation of Agreement.** This Agreement is limited to and includes only the work included in the Project described herein. Any additional or subsequent construction at the site of the Project, or at any other District site, will be covered by, and be the subject of, a separate Agreement for architectural services between the District and the architect chosen therefor by the District.

3.20 **Mediation.** Disputes arising from this Agreement and any subsequent Amendments may be submitted to mediation if mutually agreeable to the Parties hereto. The type and process of mediation to be utilized shall be subject to the mutual agreement of the Parties.

3.21 **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Architect shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the District. Any attempted assignment without such consent shall be invalid and void.

3.22 **Asbestos Certification.** Architect shall certify to the District, in writing and under penalty of perjury, that to the best of its knowledge, information and belief no asbestos-containing material or other material deemed to be hazardous by the state or federal government was specified as a building material in any construction document that Architect prepares for the Project. Architect shall require all consultants who prepare any other documents for the Project to submit the same written certification. Architect shall also assist the District in ensuring that contractors provide the District with certification, in writing and under penalty of perjury, that to the best of their knowledge, information and belief no material furnished, installed or incorporated into the Project contains asbestos or any other material deemed to be hazardous by the state or federal government. These certifications shall be part of the final Project submittal. Architect shall include statements in its specifications that materials containing asbestos or any other material deemed to be hazardous by the state or federal government are not to be included.

3.23 **Disabled Veteran Business Enterprise Certification.** If required for this Project, Architect shall provide proof of DVBE compliance, in accordance with any applicable policies of the District or the State Allocation Board, within thirty (30) days of its execution of this Agreement. If Architect fails to comply with this requirement, the Agreement shall be deemed canceled.

3.24 **No Third Party Rights.** This Agreement shall not create any rights in, or inure to the benefits of, any third party except as expressly provided herein.

3.25 **Governing Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. Venue shall be in San Diego County.

3.26 **Entire Agreement.** This Agreement, with its exhibits, contains the entire agreement of the Parties hereto, and supersedes any and all other prior or contemporaneous negotiations, understandings and oral or written agreements between the Parties hereto. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all Parties hereto.

3.27 **Exhibits and Recitals.** All exhibits and recitals contained herein and attached hereto are material parts of this Agreement and are incorporated as if fully set forth.

3.28 **Severability.** Should any provision in the Agreement be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

3.29 **Non-Waiver.** None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is expressly specified in writing.

3.30 **Safety.** Architect shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, Architect shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees, consultant and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.

3.31 **Delivery of Notices.** All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

DISTRICT:

Lakeside Union School District
12335 Woodside Avenue
Lakeside, CA 92040

ARCHITECT:

StudioWC
515 Encinitas Blvd., Ste 201
Encinitas, CA 92024

Attn:

Attn.: Debra Vaughan-Cleff, President

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.32 **Attorneys' Fees.** If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other reasonable costs of such action, including expert witness fees and expenses.

3.33 **Time of Essence.** Time is of the essence for each and every provision of this Agreement.

3.34 **District's Right to Employ Other Consultants.** The District reserves the right to employ other consultants, including Architects, in connection with this Project or other projects.

3.35 **Prohibited Interests.**

3.35.1 **Solicitation.** Architect warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Architect, to solicit or secure this Agreement. Further, Architect warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Architect, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to rescind this Agreement without liability.

3.35.2 **Conflict of Interest.** For the term of this Agreement, no director, official, officer or employee of the District, during the term of his or her service with the District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.36 **Equal Opportunity Employment.** Architect represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or any other classification protected by federal or state law. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Architect shall also comply with all relevant provisions of the District's minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.37 **Labor Certification.** By its signature hereunder, Architect certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.38 **Fingerprinting Requirements.** Unless exempted, Architect shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. Architect shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. To this end, Architect and its consultants must provide for the completion of the certification form attached hereto as **Exhibit "D"** and incorporated herein by reference prior to any of Architect's employees, or those of any other consultants, coming into contact with the District's pupils.

3.39 **Subcontracting.** As specified in this Agreement, Architect shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of the District. Subcontracts, if any, shall contain a provision making them subject to each and every provision of this Agreement.

3.40 **Supplemental Conditions.** Any supplemental conditions shall be attached as an exhibit to this Agreement, and that exhibit shall be incorporated herein by reference.

3.41 **Authority to Execute.** The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.


LAKESIDE UNION SCHOOL DISTRICT

By: _____
Name: _____
Title: _____

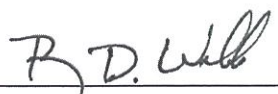
Date: _____

Attest: _____
[INSERT TITLE]

StudioWC

By: 
Name: Debra Vaughan-Cleff, PE
Title: President

Date: January 25, 2019

Attest: 

Robert Webb, AIA, Vice-President

EXHIBIT "A"

SAMPLE AMENDMENT

**FIRST AMENDMENT TO
MASTER AGREEMENT FOR ARCHITECTURAL SERVICES**

THIS FIRST AMENDMENT ("First Amendment") is made and entered into this _____ day of _____, 20____, by and between the **LAKESIDE UNION SCHOOL DISTRICT**, (hereinafter referred to as the "District"), and _____ (hereinafter referred to as "Architect").

RECITALS

WHEREAS, on or about _____, 2019, the District and Architect entered into a Master Agreement For Architectural Services (the "Agreement") with Architect for provision of architectural services on the District-Wide Bond Program (collectively, the "Project"), with work to be assigned to Architect upon mutual written amendment to the Agreement as specific architectural work for specific components of the Project; and

WHEREAS, the District has now identified the need for architectural services pursuant to the Agreement for the following component(s) of the Project: _____; and

WHEREAS, the Agreement permits the District and Architect to amend the terms and conditions of the Agreement upon mutual written agreement of the Parties; and

WHEREAS, the District and Architect now desire to amend the Agreement to explicitly memorialize the mutually agreed upon scope of work and fee for Architect to provide design services for the component(s) of the Project identified above.

AGREEMENT

NOW, THEREFORE, in good and valuable consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

I. Amendment Terms.

The Agreement is hereby amended as follows:

A. Scope of Project Component Assigned. The Parties have agreed that the scope of work for the design services for the assigned component(s) of the Project shall be as described in **Exhibit "A"** to this Amendment. Except as expressly detailed and/or set forth in **Exhibit "A,"** all such design services shall at all times be fully compliant with all terms and

EXHIBIT "A"

conditions of the original Agreement, including, but not limited to the standard requirements for design services set forth therein.

B. Compensation. The Architect's compensation for the work set forth in this Amendment shall be a flat not-to-exceed fee of _____ Dollars (\$_____).

C. This First Amendment shall only be effective upon the execution by both the District and Architect.

D. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

E. This First Amendment shall affect only the items specifically set forth herein, and all other terms and conditions of the original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, executed this First Amendment to the Agreement for Architectural Services, as of the month, day and year first above written.

LAKESIDE UNION SCHOOL DISTRICT

[INSERT ARCHITECT]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT "A"

EXHIBIT "B"

ARCHITECT'S SCOPE OF SERVICES

1. GENERAL REQUIREMENTS.

1.1 **Basic Services.** Architect agrees to perform all the necessary professional architectural, landscape architectural, engineering (e.g. civil, mechanical, electrical, plumbing, structural, site engineering, and any other necessary engineering services) and construction administration services for the Project in a timely and professional manner, consistent with the standards of the profession, including those provided for herein.

1.2 **Exclusions from Basic Services.** The following services shall be excluded from the basic services listed above: **[INSERT LIST OF EXCLUDED SERVICES IF APPLICABLE]**.

1.3 **Additional Services.** None except as set forth in an Amendment executed by the Parties to specifically assign Architect one or more components of the Project.

The Architect shall perform the following additional services under this Agreement only if said services are authorized in advance in writing by the District. Said additional services shall be compensated in accordance with schedule in **Exhibit "C"**.

- A. Supervision of repair of damage to the Project not resulting from fault of the Architect.
- B. The selection by Architect, at the District's request, of movable furniture, equipment, or articles which are not included in the construction contract.
- C. The preparation of measured drawings of pre-existing structures as authorized by the District.
- D. The additional services caused by the delinquency or insolvency of the contractor.
- E. If directed or requested by the District, the employment of special consultants, the preparation of special delineation of models, and overtime work by the Architect's employees, except as otherwise required by this contract.
- F. Providing contract administration services after the construction contract time has been exceeded through no fault of the Architect where it is determined that the fault is that of the contractor and liquidated damages are collected therefor.

1.4 **Cooperation and Communication with District.** Architect shall cooperate and participate in consultations and conferences with the District, the District's consultants, authorized representatives of the District, and/or other local, regional, or state agencies concerned with the Project, which may be necessary for the completion of the Project or the development of the drawings, specifications and documents in accordance with the applicable standards and requirements of law and the District. Such consultations and conferences shall continue throughout the planning and

EXHIBIT "B"

construction of the Project and the contractor's warranty period. Architect shall take direction only from the District's Representative, or any other representative specifically designated by the District for this Project, including any construction manager hired by the District.

1.5 **Coordination and Cooperation with Construction Manager.** The District may hire a construction manager to administer and coordinate all or any part of the Project on its behalf. If the District does so, it shall provide a copy of its agreement with the construction manager so that Architect will be fully aware of the duties and responsibilities of the construction manager. Architect shall cooperate with the construction manager and respond to any requests or directives authorized by the District to be made or given by the construction manager. Architect shall request clarification from the District in writing if Architect should have any questions regarding the authority of the construction manager.

1.6 **Estimates.** In conjunction with the other duties described herein, Architect shall continuously monitor construction costs and provide detailed estimates at the completion of the initial planning phase, schematic plan phase, the design development phase, and any time during the final working drawings and specifications phase when design revisions or market conditions result in a potential change to the previously provided estimate. These estimates should include a breakdown of the work elements as well as contingencies in an amount that corresponds to the level of design completion.

2. **INITIAL PLANNING PHASE.**

During the initial planning phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

2.1 **Educational Programming.** Assist the District in the preparation of educational programming for the Project to define the scope, size, space relationship and site development.

2.2 **Project Feasibility.** Provide advice and assistance to the District in determining the feasibility of the Project, analysis of the type and quality of materials and construction to be selected, the site location, and other initial planning matters, including, but not limited to, developing a building program identifying and confirming the facility functions, square footage requirements, adjacency relationships, flow diagrams and equipment needs (including a preliminary construction cost estimate based on area costs). Existing equipment needs, data and inventory to be provided by the District.

2.3 **Meeting Budget and Project Goals.** Architect shall notify the District in writing of potential complications, cost overruns, unusual conditions, and general needs that potentially impact the Project budget and timeline, including the District's Preliminary Construction Budget. Architect shall use its best judgment in determining the balance between the size, type and quality of construction to achieve a satisfactory solution within the Project's budget and construction allowance. It shall be the duty of Architect to suggest alternatives to the District which would reduce costs and to design the Project within budget and State Allocation Board cost standards, if any. As discussed below in Section 7 of this Exhibit, if the lowest responsive and responsible bid for the Project exceeds the budget by the stated percentage amount, Architect may be required to make the necessary changes

in the drawing and specifications, at its sole cost and expense, to bring the bids within the required budget.

2.4 **Permits, Approvals and Authorizations.** As indicated in Section 3.5.4, Architect shall assist the District in securing easements, encroachment permits, rights of way, dedications, infrastructures and road improvements, as well as coordinating with utilities and adjacent property owners.

3. **SCHEMATIC PLAN PHASE.**

During the schematic plan phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

3.1 **Approval and Revisions.** The District shall review, study, and check the work product developed during the Initial Planning Phase and presented to it by Architect, and request any necessary revisions or obtain any necessary approvals by the District's Governing Board, subject to the approval of all federal, state, regional or local agencies concerned with the Project. Architect shall make all the District requested changes, additions, deletions, and corrections in such work product at no additional cost, so long as they are not inconsistent with earlier District direction.

3.2 **Funding Documents.** If applicable, Architect shall provide a site plan and all other Project-related information necessary and required for an application by the District to any federal, state, regional, or local agencies for funds to finance the construction Project.

3.3 **Schematic Plans.** In cooperation with the District, Architect shall prepare the conceptual design of the Project, illustrating the scale and relationship of the Project components ("Schematic Plans"). The Schematic Plans shall include a conceptual site plan, if appropriate, and preliminary plans and studies, sections, elevations, schematic drawings, site utilization plans, and phasing plans showing the scale and relationship of the components of the Project, the plot plan development at the site, and the proposed architectural concept of the buildings. Architect shall incorporate the educational programs and the functional requirements of the District into the Schematic Plans. At Architect's option, the Schematic Plans may include study models, perspective sketches, electronic modeling or combinations of these media. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing. The Schematic Plans shall meet all laws, rules and regulations of the State of California, including but not limited to, the regulations of the State Department of Education (5 Cal. Code Regs. § 14000 et seq.) or the Office of Public School Construction ("OPSC"), as well as any guidelines implemented by the State Department of Education. All Schematic Plans shall be prepared in a form which may be submitted to the State Department of Education and OPSC for approval. The Schematic Plans shall show all rooms incorporated in each building of the Project in single-line drawings, and shall include all revisions required by the District or by any federal, state, regional or local agency having jurisdiction over the Project. All architectural drawings for the Project shall be in a form suitable for reproduction.

3.4 **Preliminary Project Budget.** Architect shall use the District's Preliminary Construction Budget and its own expertise and experience with the Project to establish a preliminary

EXHIBIT "B"

project budget or allowance in a format required by the District or, if applicable, by any school construction funding agency identified by the District ("Architect's Preliminary Project Budget"). The purpose of the Architect's Preliminary Project Budget is to show the probable Project cost in relation to the District's Preliminary Construction Budget and the construction standards of any applicable funding agency. If Architect perceives site considerations which render the Project expensive or cost prohibitive, Architect shall disclose such conditions in writing to the District immediately. As stated below in Section 7 of this Exhibit, if the lowest responsive and responsible bid for the Project exceeds the budget by more than the stated percentage amount, Architect may be required to make the necessary changes in the drawings and specifications, at its sole cost and expense, to bring the bids within the required budget Architect shall provide a preliminary written time schedule for the performance of all construction work on the Project.

3.5 **Copies of Schematic Plans and Other Documents.** Architect, at its own expense, shall provide a complete set of the Schematic Plans described herein for the District's review and approval. Additionally, at the District's expense, Architect shall provide such documents as may be required by any federal, state, regional or local agencies concerned with the Project, including but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services or any other appropriate federal, state, regional or local regulatory bodies. Any additional copies required by the District shall be provided at actual cost to the District.

4. **DESIGN DEVELOPMENT PHASE.**

During the design development phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

4.1 **Approval and Revisions.** The District shall review, study, and check the Schematic Plans presented to it by Architect, and request any necessary revisions or obtain any necessary approvals by the District's Governing Board, subject to the approval of all federal, state, regional or local agencies concerned with the Project. Architect shall make all District requested changes, additions, deletions, and corrections in the Schematic Plans at no additional cost, so long as they are not inconsistent with earlier District direction.

4.2 **Design Development Documents.** Once the District provides Architect with specific written approval of the Schematic Plans described herein, Architect shall prepare design development documents consisting of: (1) site and floor plans; (2) elevations; (3) sections; (4) typical construction details; (5) equipment layouts; and (6) any other drawings and documents sufficient to fix and describe the types and makeup of materials, as well as the scope, relationships, forms, size, appearance and character of the Project's structural, mechanical and electrical systems, and to outline the Project specifications (the "Design Development Documents"). The Design Development Documents shall be prepared in sufficient form to present to the District's Governing Board for approval.

4.3 **Copies of Design Development and Other Documents.** Architect, at its own expense, shall provide a complete set of the Design Development Documents described herein for the District's review and approval. Additionally, at the District's expense, Architect shall provide such documents as may be required by any federal, state, regional or local agencies concerned with the Project, including but not limited to, the State Department of Education, the Division of State Architect, the Department

of General Services or any other appropriate federal, state, regional or local regulatory bodies. Any additional copies required by the District shall be provided at actual cost to the District.

4.4 **Updated Project Budget.** Architect shall use its Preliminary Project Budget and expertise and experience with the Project to establish an updated estimate of probable construction costs, containing detail consistent with the Design Development Documents as set forth herein and containing a breakdown based on types of materials and specifications identified herein (the "Architect's Updated Project Budget").

4.5 **Timetable.** Architect shall provide a written timetable for full and adequate completion of the Project to the District.

4.6 **Application for Approvals.** Architect shall assist the District in applying for and obtaining required approvals from all federal, state, regional or local agencies concerned with the Project, including but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services or any other appropriate federal, state, regional or local regulatory bodies. Architect shall furnish and process all architectural and engineering information required to prepare and process applications to applicable utilities in order to secure priorities and materials, to aid in the construction of the Project and to obtain final Project approval and acceptance by any of the above agencies as may be required.

4.7 **Color and Other Aesthetic Issues.** Architect shall provide, for the District's review and approval, a preliminary schedule of all color materials and selections of textures, finishes and other matters involving an aesthetic decision about the Project.

4.8 **Incorporation of Post-Construction Stormwater Design Standards.** Architect shall incorporate post-construction design standards into the Project as follows:

A. Basic Requirements.

As part of the basic Services provided pursuant to this Agreement, Architect shall include in the design prepared for the Project as appropriate, the post-construction best management practices ("BMPs") necessary to ensure that the District and the contractor(s) comply with the State Water Resources Control Board (State Water Board) stormwater regulations applicable to the Project, including, but not limited to Water Quality Order No. 2003-0005-DWQ National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000004. The Architect shall include all costs associated with incorporating such BMPs into the design of the Project at no additional cost to the District.

B. Incorporation of Design Standards.

In order to ensure such compliance, Architect shall incorporate the following four Design Standards as goals for the design of the Project:

1. Conserve Natural Areas: Conservation of existing natural areas on the Project site to the maximum extent possible.
2. Volume and Flow Control: Incorporation of Structural and/or Treatment BMPs to manage the volume and flow of stormwater runoff from the Project site.
3. Minimization of Pollutants of Concern: Use of BMPs to reduce the discharge of pollutants from the Project site as described in Section C below.
4. Provide Ongoing BMP Maintenance: Incorporate and describe maintenance required for BMPs in Project plans so that District can ensure that the BMPs and stormwater system are performing as designed.

C. Specific Requirements for BMPs.

The BMPs Architect incorporates as part of the Design Standards described above, shall be designed to minimize pollutants of concern and shall focus on mitigating the impacts caused by impervious surfaces by implementing BMPs that stress: (i) low impact design; (ii) source controls; and treatment controls. BMPs which may be used to comply with the above-described design standards may be found in U.S. EPA's Toolbox of BMPs at:

http://cfpub1.epa.gov/npdes/stormwater/swphase2.cfm?program_id=6. The Regional Water Quality Control Board may also have lists of approved references and resources.

5. **FINAL WORKING DRAWINGS AND SPECIFICATIONS.**

During the final working drawings and specifications phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

5.1 **Approval and Revisions.** The District shall review, study, and check the Design Development Documents presented to it by Architect, and request any necessary revisions or obtain any necessary approvals by the District's Governing Board, subject to the approval of all federal, state, regional or local agencies concerned with the Project. Architect shall make all District requested changes, additions, deletions, and corrections in the Design Development Documents at no additional cost, so long as they are not inconsistent with earlier District direction.

5.2 **Final Working Drawings and Specifications.** Once the District provides Architect with specific written approval of the Design Development Documents described herein, Architect shall prepare such complete working drawings and specifications as are necessary for developing complete bids and for properly executing the Project work (the "Final Working Drawings and Specifications"). Such Final Working Drawings and Specifications shall be developed from the Schematic Plans and

Design Development Documents approved by District. The Final Working Drawings and Specifications shall set forth in detail all of the following: (1) the Project construction work to be done; (2) the materials, workmanship, finishes, and equipment required for the architectural, structural, mechanical, and electrical systems; and (3) the utility service connection equipment and site work. As indicated in Section 3.10.2, the District may be requested to supply Architect with the necessary information to determine the proper location of all improvements on and off site, including existing record drawings ("existing record drawings") in the District's possession. Architect will make a good-faith effort to verify the accuracy of such information by means of a thorough interior and exterior visual survey of site conditions. The District shall also make a good-faith effort to verify the accuracy of the existing record drawings and provide any supplemental information to Architect which may not be shown on the existing record drawings. Architect shall not be responsible for the accuracy of the existing record drawings, except to the extent that any inaccuracy should have been detected by Architect, pursuant to its standard of care, from readily available documents and visual observations of existing conditions.

5.3 **Form.** The Final Working Drawings and Specifications must be in such form as will enable Architect and the District to secure the required permits and approvals from all federal, state, regional or local agencies concerned with the Project, including but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services or any other appropriate federal, state, regional or local regulatory bodies. In addition, the Final Working Drawings and Specifications must be in such form as will enable the District to obtain, by competitive bidding, a responsible and responsive bid within the applicable budgetary limitations and cost standards. The Final Working Drawings and Specifications shall be clear and legible so that uniform copies may be on standard architectural size paper, properly indexed and numbered, and shall be capable of being clearly copied and assembled in a professional manner by Architect.

5.4 **Approval and Revisions.** The District shall review, study, and check the Final Working Drawings and Specifications presented to it by Architect, and request any necessary revisions or obtain any necessary approvals by the District's Governing Board, subject to the approval of all federal, state, regional or local agencies concerned with the Project, including but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services or any other appropriate federal, state, regional or local regulatory bodies. Architect shall make all District-requested changes, additions, deletions, and corrections in the Final Working Drawings and Specifications at no additional cost, so long as they are not in conflict with the requirements of public agencies having jurisdiction or prior approval, or inconsistent with earlier District direction or Architect's professional judgment. Architect shall bring any such conflicts and/or inconsistencies to the attention of the District. The Parties agree that Architect, and not the District, possesses the requisite expertise to determine the constructability of the Final Working Drawings and Specifications. However, the District reserves the right to conduct one or more constructability review processes with the Final Working Drawings and Specifications, and to hire an independent architect or other consultant to perform such reviews. Any such independent constructability review shall be at the District's expense. Architect shall make all District-requested changes, additions, deletions, and corrections in the Final Working Drawings and Specifications which may result from any constructability review, at no additional cost to the District, so long as they are not in conflict with the requirements of public agencies having jurisdiction or prior approval, or inconsistent with earlier District direction or Architect's professional judgment. If such changes, additions, deletions or

corrections are inconsistent with prior District direction, Architect shall make such alterations and be compensated therefore pursuant to the Additional Services provision of this Agreement.

5.5 **Costs of Construction.** It is understood by Architect that should the Final Working Drawings and Specifications be ordered by the District, the District shall specify the sum of money set aside to cover the total cost of construction of the work, exclusive of Architect's fees. Should it become evident that the total construction cost will exceed the specified sum, Architect shall at once present a statement in writing to the District's Representative setting forth this fact and giving a full statement of the cost estimates on which the conclusion is based.

5.6 **Copies of Final Working Drawings and Specifications and Other Documents.** Architect, at its own expense, shall provide a complete set of the Final Working Drawings and Specifications described herein for the District's review and approval. Additionally, at the District's expense, Architect shall provide such documents as may be required by any federal, state, regional or local agencies concerned with the Project, including but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services or any other appropriate federal, state, regional or local regulatory bodies. Any additional copies required by the District shall be provided at actual cost to the District.

6. **CONSTRUCTION CONTRACT DOCUMENTS.**

During the construction contract documents phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

6.1 **Bid and Contract Documents.** If so required by the District, Architect shall assist the District in the completion of all bid and construction documents, including but not limited to, the Notice Inviting Bids, Instructions to Bidders, Contract Bid Forms (including Alternate Bids as requested by District), Contract, General Conditions, Supplementary General Conditions, Special Conditions, other necessary conditions of the contract, Project Manual (e.g. conditions of the contract, specifications, and, if desired by the District, bidding requirements and sample forms), DVBE and other applicable affirmative action documents, Performance Bond, Payment Bond, Escrow Agreement for Security Deposits, and any other certifications and documents required by federal, state and local laws, rules and regulations which may be reasonably required in order to obtain bids responsive to the specifications and drawings. All such documents shall be subject to the approval of the District and the District's legal counsel.

6.2 **Final Estimate.** At the time of delivery of these bid and construction documents, which shall include the Final Working Drawings and Specifications (collectively referred to herein as the "Construction Documents"), Architect shall provide the District with its final estimate of probable construction cost ("Architect's Final Estimate"). As stated above, it shall be the Architect's duty to design the Project within budget and any applicable State Allocation Board cost standards.

7. **BID PHASE.**

During the bid phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

EXHIBIT "B"

7.1 **Reproducible Construction Documents.** Once the District provides Architect with specific written approval of the Construction Documents and Architect's Final Estimate, Architect shall provide to the District one set of reproducible Construction Documents.

7.2 **Distribution of Contract Documents and Review of Bids.** Architect shall assist the District in distributing the Construction Documents to bidders and conducting the opening and review of bids for the Project. The District will reimburse Architect for the cost of reproducing bid sets, addenda and related delivery charges.

7.3 **Over-budget.** If the apparent lowest responsive and responsible bid on the Project exceeds the Architect's Final Estimate by more than five percent (5%), the District may request Architect to amend, at Architect's sole cost and expense, the Final Drawings and Specifications in order to rebid the Project and receive a lowest responsive and responsible bid equal to or less than the Architect's Final Estimate. All revisions necessary to bring the lowest responsible and responsive bid within the Architect's Final Estimate, including any omissions, deferrals or alternates, shall be made in consultation with, and subject to the approval of, the District.

8. **CONSTRUCTION PHASE.**

During the construction phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

8.1 **Observation.** The Project Architect shall observe work executed from the Final Working Drawings and Specifications in person, provided that the District may, in its discretion, consent to such observation by another competent representative of Architect.

8.2 **General Administration.** Architect shall provide general administration of the Construction Documents and the work performed by the contractors.

8.3 **Pre-Construction Meeting.** Architect shall conduct one or more pre-construction meetings, as the District determines is needed for the Project, with all interested parties.

8.4 **Site Visits of Contractor's Work.** Architect shall conduct site visits to observe each contractors' work for general conformance with the Construction Documents and with any approved construction schedules or milestones. Such site visits shall be conducted as often as are necessary and appropriate to the stage of construction, according to the District's sole discretion, but in no event less than weekly.

8.5 **Site Visits of Inspector's Work.** Architect shall conduct site visits to communicate and observe the activities of the Project inspectors, including the Inspector of Record. Such site visits shall be conducted as often as is mutually acceptable to Architect and District. Architect shall direct the Project inspectors and the Project contractors, and shall coordinate the preparation of record drawings indicating dimensions and location of all "as-built" conditions, including but not limited to, underground utility lines.

8.6 **Coordination of Architect's Consultants.** Architect shall cause all architects, engineers and other consultants, as may be hired by Architect or the District, to observe the work completed under their disciplines as required, and approve and review all test results for general conformance with the Construction Documents.

8.7 **Reports.** Architect shall make regular reports as may be required by applicable federal, state or local laws, rules or regulations, as well as the federal, state, regional or local agencies concerned with the Project, including but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services, the County in which the Project is located, the City in which the Project is located or any other appropriate federal, state, regional or local regulatory bodies.

8.8 **Construction Meetings; Minutes.** Architect shall attend all construction meetings and provide written reports/minutes to the District after each construction meeting in order to keep District informed of the progress of the work. Such meetings shall occur at a frequency necessary for the progress of the Project work, according to the District's sole discretion, but no less than weekly.

8.9 **Written Reports.** Architect shall make written reports to the District as necessary to inform the District of problems arising during construction, changes contemplated as a result of each such problems, and progress of the Project work. Architect shall not have control over the acts or omissions of the contractors, subcontractors or their agents or employees, or of any other persons or entities performing or supplying portions of the work which were not employed or hired by Architect. The contractor shall not be relieved of its obligation to perform the work in accordance with the Contract Documents either by activities or duties of Architect, or by tests, inspections or approvals required or performed by persons other than the contractor.

8.10 **Written Records.** Architect shall keep accurate written records of the progress and quality of the Project work and the time schedules, and shall advise the contractors and the District of any deviations from the time schedule which could delay timely completion of the Project.

8.11 **Material and Test Reports.** Architect shall check and process, in a timely manner, all required material and test reports for the Project work. In addition, Architect shall provide notice of any deficiencies in material or work reflected in such reports, as well as its recommendation for correction of such deficiencies, to the contractors, the District and federal, state, regional or local agencies concerned with the Project, including but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services or any other appropriate federal, state, regional or local regulatory bodies.

8.12 **Review and Response to Submissions.** Architect shall review and respond, in a timely manner, to all schedules, submittals, shop drawings, samples, information requests, change requests, and other submissions of the contractor and subcontractors for compliance with, or alterations and additions to, the Construction Documents. Architect's review and response shall be done in such a manner so as to ensure the timely and uninterrupted progress of the Project work. Submission requests which involve more work or time than is normally required for routine submissions, as mutually determined by the Parties, may be the subject of additional compensation as Additional Services.

8.13 **Rejection of Work.** Architect shall promptly reject, as discussed with the District, work or materials which do not conform to the Construction Documents. Architect shall immediately notify the District and contractor(s) of such rejections. Architect shall also have the authority to recommend to the District that additional inspection or testing of the work be performed, whether or not such work is fabricated, installed or completed.

8.14 **Substitutions.** Architect shall consult with the District, in a timely manner, with regard to substitution of materials, equipment and laboratory reports thereof, prior to the District's final written approval of such substitutions. Architect's consultation shall be done in such a manner so as to ensure the timely and uninterrupted progress of the Project work. Substitution requests which involve more work or time than is normally required for routine substitutions, as mutually determined by the Parties, may be the subject of additional compensation as Additional Services.

8.15 **Revised Documents and Drawings.** Architect shall prepare, at no additional expense to the District, all documents and/or drawings made necessary by errors and omissions in the originally approved Construction Documents.

8.16 **Change Requests and Material Changes.** Architect shall evaluate and advise the District, in a timely manner and in writing, of any change requests and material change(s) which may be requested or necessary in the Project plans and specifications. Architect shall provide the District with its opinion as to whether such change requests should be approved, denied or revised. If the District has not hired a construction manager or other person to do so, Architect shall prepare and execute all change orders and submit them to the District for authorization. If the District has designated a construction manager or other person to prepare all change orders, Architect shall review all change orders prepared by such person, execute them and deliver them to the District for authorization if they meet with Architect's approval, or submit them to the District with recommendations for revision or denial if necessary. Architect shall not order contractors to make any changes affecting the contract price without approval by the District of such a written change order, pursuant to the terms of the Construction Documents. Architect may order, on its own responsibility and pending the District's Governing Board approval, changes necessary to meet construction emergencies, if written approval of the District's Representative is first secured. Architect may also authorize minor changes in the work, pending the District's approval, so long as such changes are not inconsistent with the intent of the Construction Documents and do not involve an adjustment in the contract sum or an extension of the contract time.

8.17 **Applications for Payment.** Architect shall examine, verify and approve contractor's applications for payment, and shall issue certificates for payment in amounts approved by the Project Inspector of Record or the District's Representative, based on the Architect's observations at the site. The issuance of a certificate for payment shall not be a representation that Architect has: (1) made exhaustive or continuous on-site inspections of the work for which payment is sought; (2) reviewed construction means, methods, techniques, sequences or procedures for the work for which payment is sought; (3) ascertained how and for what purpose the contractor has used money previously paid; or (4) certified that the work for which payment is sought is without defects.

8.18 **Final Color and Product Selection.** Architect shall coordinate final color and product selection with District's original design concept.

8.19 **Substantial Completion.** Architect shall determine the date of substantial completion, in consultation with the District.

8.20 **Punch List.** After determining that the Project is substantially complete, Architect shall participate in the inspection by the IOR of the Project and shall review all remaining deficiencies and minor items needed to be corrected or completed on the Project, including those identified on the punch list prepared by the contractor ("Punch List Items"). Architect shall notify contractor in writing that all Punch List Items must be corrected prior to final acceptance of the Project and final payment. Architect shall also notify the District of all Punch List Items.

8.21 **Warranties.** Architect shall review materials assembled by the contractor and subcontractors with regard to all written warranties, guarantees, owners' manuals, instruction books, diagrams, record "as built" drawings, and any other materials required from the contractors and subcontractors pursuant to the Construction Documents. Architect shall coordinate and provide these materials to the District.

8.22 **Certificate of Completion.** Architect shall participate in any further inspections of the Project necessary to issue Architect's Certificate of Completion and final certificate for payment.

8.23 **Documents for Project Close-Out.** Architect shall cause all other architects, engineers and other consultants, as may be hired by Architect, to file any and all required documentation with the District or other governmental authorities necessary to close out the Project. Architect shall assist the District in obtaining such documentation from all other architects, engineers, or other consultants.

9. **RECORD DRAWINGS.**

During the record drawings phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

9.1 **Record Drawings and Specifications.** Not later than thirty (30) days after substantial completion of the Project, before receipt of final payment, Architect shall review and forward the Final Working Drawings and Specifications, indicating on them all changes made by change orders or otherwise pursuant to the Construction Documents, as well as all information called for on the specifications, thus producing an "record" set of Final Working Drawings and Specifications ("Record Drawings and Specifications"). The Record Drawings and Specifications shall show, among other things, the location of all concealed pipe, buried conduit runs and other similar elements within the completed Project. Architect shall personally review and certify that the Record Drawings and Specifications are a correct representation of the information supplied to Architect by the Inspector of Record and the contractor, and shall obtain certifications from the Inspector of Record and the contractor that the drawings are correct.

9.2 **Approval.** Once the District provides Architect with specific written approval of the Record Drawings and Specifications, Architect shall forward to the District the complete set of original Record Drawings and Specifications or a complete set of reproducible duplicate Record

Drawings and Specifications. The tracing shall be of such quality that clear and legible prints may be made without appreciable and objectionable loss of detail.

9.3 **Documents for Final Payment.** Prior to the receipt of Architect's final payment, Architect shall forward to the District all of the following: (1) one clear and legible set of reproductions of the computations; (2) the original copy of the specifications; (3) the Record Drawings and Specifications as required herein; (4) the final verified progress report required pursuant to Title 24 of the California Code of Regulations; and (5) Architect's Certificate of Completion.

10. **WARRANTY PERIOD.**

During the warranty period phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

10.1 **Advice.** Architect shall provide advice to the District on apparent deficiencies in the Project during any applicable warranty periods for the Project.

EXHIBIT "C"

COMPENSATION RATES AND REIMBURSABLE EXPENSES

[SAMPLE ONLY-TO BE NEGOTIATED]

1. Hourly Compensation Rates.

	HOURLY RATES
Principal	
Regional Vice President	
Educational Services	
Senior Project Manager	
Senior Healthcare Planner	
Director of Design	
Cost Estimator	
Project Manager	
Senior Construction Administrator	
Senior Designer	
Interior Design Director	
Designer	
Graphics	
Project Leader	
Technical Services/QA Plan Reviewer/Spec Writer	
Labor Compliance	
Interior Senior Designer	
Job Captain	
Senior Drafter	
Intermediate Drafter	
Junior Designer	
Educational Services Support	
Computer Services	
Interior Design/Project Coordinator	
Drafter	
Intern Architect	
DSA Coordinator	
Construction Administration Support	
Contract Administrator	
Admin Support	

These are the current hourly rates effective _____ through _____. Increases in the above hourly rates shall be made only by an authorized amendment to this Agreement.

EXHIBIT "C"

2. **Reimbursable Expenses.**

[INSERT AUTHORIZED REIMBURSABLE EXPENSES AS NEGOTIATED]

3. **Additional Services.**

Additional Services shall be computed at the actual hourly rates described above.

4. **Additional Consultants.**

If District requires Architect to hire consultants to perform any Additional Services, Architect shall be compensated therefore at the consultant's actual hourly rates plus **[INSERT WRITTEN AMOUNT]** percent (____%). District shall have the authority to review and approve the rates of any such consultants.

EXHIBIT "C"

EXHIBIT "D"

CONTRACTOR FINGERPRINTING REQUIREMENTS

Architect Certification

With respect to the Agreement dated _____ 20__ by and between the **Lakeside Union School District** ("District") and **StudioWC** ("Architect") for the provision of architectural services, Architect hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with District pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

Contractor's Representative

Date

Architect Exemption

Pursuant to Education Code section 45122.1, the **Lakeside Union School District** ("District") has determined that **StudioWC** ("Architect") is exempt from the criminal background check certification requirements for the service Agreement dated _____ by and between the District and Architect ("Agreement") because:

☐ The Architect's employees will have limited contact with District students during the course of the Agreement; or

☐ Emergency or exceptional circumstances exist.

District Official

Date

EXHIBIT "D"

-1-

Architect's Consultant Certification

The **Lakeside Union School District** ("District") entered into an agreement for architectural services with **StudioWC** ("Architect") on or about ____ ("Agreement"). This certification is submitted by _____, a consultant to the Architect for purposes of that Agreement ("Consultant"). Consultant hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with District pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

Consultant's Representative

Date

Architect's Consultant Exemption

The **Lakeside Union School District** ("District") entered into an agreement for architectural services with **StudioWC** ("Architect") on or about ____ ("Agreement"). Pursuant to Education Code section 45122.1, the District has determined that _____, a consultant to the Architect for purposes of that Agreement ("Consultant"), is exempt from the criminal background check certification requirements for the Agreement because:

- ☐ The Consultant's employees will have limited contact with District students during the course of the Agreement; or
- ☐ Emergency or exceptional circumstances exist.

District Official

Date

EXHIBIT "D"

-2-

LAKESIDE UNION SCHOOL DISTRICT
MASTER AGREEMENT FOR ARCHITECTURAL SERVICES

1. **Parties and Date**

This Master Agreement for Architectural Services ("Agreement") is made and entered into this 14th day of February, 2019, by and between the **LAKESIDE UNION SCHOOL DISTRICT**, a public school district organized under the laws of the State of California with its principal place of business at **12335 Woodside Avenue, Lakeside, California 92040** ("District") and **SPROTTE+WATSON ARCHITECTURE AND PLANNING, INC. 450 S. MELROSE DRIVE, VISTA, CALIFORNIA 92081** ("Architect"). The District and Architect are sometimes referred to individually as "Party" and collectively as "Parties" in this Agreement.

2. **Recitals**

2.1 The District is a public school district organized under the laws of the State of California, with power to contract for the services provided for herein.

2.2 The District intends to construct multiple school facilities within the District pursuant to its District-Wide Bond Program, which will be completed in one or more phases/components (collectively, the "Project").

2.3 The District requires the services of a duly qualified and licensed architect to perform the services on the Project as required by this Agreement. Architect represents that it is aware of the District's plans with respect to the Project.

2.4 This Agreement is intended to act as a "Master Agreement" for the Project and does not entitle the Architect to any specific assignment for any phase/component of the Project or to any specific compensation until such time as an mutually agreed upon written Amendment is entered into between the Parties to specifically assign Architect one or more individual components of the Project. A sample of said Amendment is attached hereto as **Exhibit "A"** and incorporated herein by reference. The mutually agreed upon Amendment shall set forth the scope of services, schedule, and compensation for any such assigned component of the Project. Except as specifically provided in the Amendment, all other terms and conditions of this Agreement remain in full force and effect for the provision of all services.

2.5 Architect warrants that it is fully licensed, qualified, and willing to perform the services required by this Agreement; provided, however, that if Architect is a corporation or other organization, the Project Architect designated pursuant to Section 3.2 herein, and not the Architect itself, shall be fully licensed to practice as an architect in the State of California.

2.6 The District desires to engage Architect to render the services for the Project as provided hereunder.

3. Terms

3.1 **Employment of Architect.** Architect promises and agrees to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional architectural and related services necessary for the full and adequate completion of the Project consistent with the provisions of this Agreement (hereinafter referred to as the "Services"). The Services are more particularly described throughout this Agreement, including **Exhibit "B"** attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, any subsequent Amendments hereto, any exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. All Services performed by Architect shall be subject to the sole and discretionary approval of the District, which approval shall not be unreasonably withheld.

3.2 **Project Architect; Key Personnel.** Architect shall name a specific individual to act as the Project Architect, subject to the approval of the District. Architect hereby designates **PATRICIA SPOTTE**, (License No. C12359 to act as the Project Architect for the Project. The Project Architect shall: (1) maintain oversight of the Project at all times; (2) have full authority to represent and act on behalf of the Architect for all purposes under this Agreement; (3) supervise and direct the Services using his or her best skill and attention; (4) be responsible for the means, methods, techniques, sequences and procedures used for the Services; (5) adequately coordinate all portions of the Services; and (6) act as principal contact with the District and all contractors, consultants, engineers and inspectors on the Project. Any change in the Project Architect shall be subject to the District's prior written approval, which approval shall not be unreasonably withheld. The new Project Architect shall be of at least equal competence as the prior Project Architect. In the event that the District and Architect cannot agree as to the substitution of a new Project Architect, the District shall be entitled to terminate this Agreement without any further liability to Architect.

In addition to the Project Architect, Architect has represented to the District that certain additional key personnel, engineers, and consultants will perform the Services under this Agreement. Should one or more of such personnel, engineers, or consultants become unavailable, Architect may substitute others of at least equal competence upon written approval of the District. In the event that the District and Architect cannot agree as to the substitution of key personnel, engineers, or consultants, the District shall be entitled to terminate this Agreement for cause. As discussed below, any personnel, engineers, or consultants who fail or refuse to perform the Services in a manner acceptable to the District, or who are determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by Architect at the request of the District. The key additional personnel, engineers, and consultants for performance of this Agreement are as follows: **MARTHA GOTTFRIED, PROJECT**

ARCHITECT; DION RICHARD, PROJECT MANAGER; JEN MANCHIA WAGNER, INTERN ARCHITECT.

3.3 Hiring of Consultants and Personnel.

3.3.1 **Right to Hire or Employ.** Architect shall have the option, unless the District objects in writing after notice, to employ at its expense architects, engineers, experts or other consultants qualified and licensed to render services in connection with the planning and/or administration of the Project, and to delegate to them such duties as Architect may delegate without relieving Architect from administrative or other responsibility under this Agreement. Architect shall be responsible for the coordination and cooperation of Architect's architects, engineers, experts, or other consultants. All consultants, including changes in consultants, shall be subject to approval by the District in its sole and reasonable discretion. Architect shall notify the District of the identity of all consultants at least fourteen (14) days prior to their commencement of work in order to allow the District time to review their qualifications and decline consent to their participation on the Project if deemed necessary by the District in its sole and reasonable discretion.

3.3.2 **Qualification and License.** All architects, engineers, experts, and other consultants retained by Architect in performance of this Agreement shall be qualified to perform the Services assigned to them, and shall be licensed to practice in their respective professions, where required by law.

3.3.3 **Standards and Insurance.** All architects, engineers, experts, and other consultants hired by Architect shall be required to meet all of the same standards and insurance requirements set forth in this Agreement, unless other standards or requirements are approved by the District in writing. Unless changes are approved in writing by the District, Architect's agreements with its consultants shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.3.4 **Assignments or Staff Changes.** Architect shall promptly obtain written District approval of any assignment, reassignment, or replacement of such architects, engineers, experts, and consultants, or of other staff changes of key personnel working on the Project. As provided in the Agreement, any changes in Architect's consultants and key personnel shall be subject to approval by the District.

3.3.5 **Draftsman and Clerical Support.** Draftsmen and clerical personnel shall be retained by Architect at Architect's sole expense.

3.4 Standard of Care; Performance of Employees.

3.4.1 **Standard of Care.** Architect shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals qualified to perform the Services in the same

discipline in the State of California, and shall be fully responsible to the District for any damages to the District and delays to the Project as specified in the indemnification provision of this Agreement to the extent caused by Architect. Architect represents and maintains that it is skilled in the professional calling necessary to perform the Services. Architect warrants that all of its employees, architects, engineers, experts, and other consultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Architect represents that it, its employees, architects, engineers, experts, and other consultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services assigned to or rendered by them, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Architect shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by Architect's failure to comply with the standard of care provided for herein.

3.4.2 **Performance of Employees.** Any employee or consultant who is reasonably determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee or consultant who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by Architect and shall not be re-employed to perform any of the Services or to work on the Project.

3.5 **Laws and Regulations.**

3.5.1 **Knowledge and Compliance.** Architect shall keep itself fully informed of and in compliance with all applicable local, state and federal laws, rules and regulations in any manner affecting the performance of the Services or the Project, and shall give all notices required of the Architect by law. Architect shall be liable, pursuant to the standard of care and indemnification provisions of this Agreement, for all violations of such laws and regulations in connection with its Services. If Architect performs any work knowing it to be contrary to such laws, rules, and regulations and without giving written notice to the District, Architect shall be solely responsible for all costs arising therefrom. Architect shall defend, indemnify and hold the District, its officials, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.5.2 **Drawings and Specifications.** Architect shall cause all drawings and specifications to conform to any applicable requirements of federal, state and local laws, rules and regulations, including, but not limited to, the California Building Code, the California Education Code, Titles 19, 21 and 24 of the California Code of Regulations, and any requirements of the Division of State Architect (including structural safety, fire/life safety and access compliance section), the State Department of Education and the California Department of General Services, in effect as of the time the drawings and specifications are prepared or revised during the latest phase of the Services described in **Exhibit "B"** attached hereto and incorporated herein by reference. Any significant revisions made necessary by changes in such laws, rules and

regulations after this time, which were not known or reasonably should not have been known, by Architect, may be compensated as Additional Services. Architect shall cause the necessary copies of such drawings and specifications to be filed with any governmental bodies with approval jurisdiction over the Project, in accordance with the Services described in **Exhibit "B"** attached hereto and incorporated herein by reference. For the preparation of all such drawings and specifications, Architect shall use Computer Aided Design Drafting ("CADD") (e.g., AutoCAD) or other technology acceptable to Architect and the District.

3.5.3 **Americans with Disabilities Act.** Architect will use its best professional efforts to interpret all applicable federal, state and local laws, rules and regulations with respect to access, including those of the Americans with Disabilities Act ("ADA"). Architect shall inform the District of the existence of inconsistencies of which it is aware or reasonably should be aware between federal and state accessibility laws, rules and regulations, as well as any other issues which are subject to conflicting interpretations of the law, and shall provide the District with its interpretation of such inconsistencies and conflicting interpretations. Unless Architect brings such inconsistencies and conflicting interpretations to the attention of the District and requests the District's direction on how to proceed, Architect's interpretation of such inconsistencies and conflicting interpretations shall be the sole responsibility and liability of Architect, and Architect shall correct all plans, specifications and other documents prepared for the Project at no additional cost if its interpretations are shown to be incorrect. In the event that Architect brings such inconsistencies and conflicting interpretations to the attention of the District, seeks direction from the District and requests the District's direction on how to proceed, with respect to any inconsistent and/or conflicting interpretation, Architect shall be responsible to the District pursuant to the indemnification provision of this Agreement. The District acknowledges that the requirements of the federal and state accessibility laws are subject to various and possibly contradictory interpretations, and that Architect cannot warrant or guarantee that its interpretation will be correct and will be entitled to proceed in accordance with the District's direction. Architect shall at all times adhere to the standard of care provided for in this Agreement and will use its reasonable professional efforts and judgment in making its interpretations.

3.5.4 **Permits, Approvals and Authorizations.** Architect shall provide the District with a list of all permits, approvals or other authorizations required for the Project from all federal, state or local governmental bodies with approval jurisdiction over the Project. Architect shall then assist the District in obtaining all such permits, approvals and other authorizations. The costs of such permits, approvals, and other authorizations shall be paid by the District.

3.6 **Independent Contractor.** The District retains Architect on an independent contractor basis and Architect is not an employee of the District. Architect is not an employee for state tax, federal tax or any other purpose, and is not entitled to the rights or benefits afforded to the District's employees. Any additional personnel performing the Services under this Agreement on behalf of Architect shall also not be employees of the District, and shall at all times be under Architect's exclusive direction and control. Architect shall pay all wages, salaries,

and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Architect shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.7 Schedule of Services.

3.7.1 Timely Performance Standard. Architect shall perform all Services hereunder as expeditiously as is consistent with professional skill and care, as well as the orderly progress of the Project work so as not to be the cause, in whole or in part, of delays in the completion of the Project or in the achievement of any Project milestones, as provided herein. Specifically, Architect shall perform its Services so as to allow for the full and adequate completion of the Project within the time required by the District and within any completion schedules adopted for the Project as may be further defined in the Amendment(s) hereto. Architect agrees to coordinate with the District's staff, contractors, and consultants in the performance of the Services, and shall be available to the District's staff, contractors, and consultants at all reasonable times.

3.7.2 Performance Schedule. Architect shall prepare an estimated time schedule for the performance of the Architect's Services, to be adjusted as the Project proceeds. Such schedule shall be subject to the District's review and approval, which approval shall not be unreasonably withheld, and shall include allowances for periods of time required for the District's review and approval of submissions, and for approvals of authorities having jurisdiction over the Project approval and funding. If the District and Architect cannot mutually agree on a performance schedule, the District shall have the authority to immediately terminate this Agreement. The schedule shall not be exceeded by Architect, without the prior written approval of the District. If Architect's Services are not completed within the time provided by the agreed upon performance schedule, or any milestones established therein, it is understood, acknowledged and agreed that the District will suffer damage for which Architect will be responsible pursuant to the indemnification provision of this Agreement.

3.7.3 Excusable Delays. Any delays in Architect's work caused by the following shall be added to the time for completion of any obligations of Architect: (1) the actions of the District or its employees; (2) the actions of those in direct contractual relationship with the District; (3) the actions of any governmental agency having jurisdiction over the Project; (4) the actions of any parties not within the reasonable control of Architect; and (5) any act of God or other unforeseen occurrence not due to any fault or negligence on the part of Architect. Neither the District nor Architect shall be liable for damages, liquidated or otherwise, to the other on account of such excusable delays.

3.7.4 Request for Excusable Delay Credit. Architect shall, within ten (10) calendar days of the beginning of any excusable delay, notify the District in writing of the causes of delay. The District will then ascertain the facts and the extent of the delay, and grant an

extension of time for completing the Services when, in its sole judgment, the findings of fact justify such an extension. The District's findings of fact thereon shall be final and conclusive on the parties. Extensions of time shall apply only to that portion of the Services affected by the delay and shall not apply to other portions of the Services not so affected. The sole remedy of Architect for extensions of time shall be an extension of the performance time at no cost to the District. If Additional Services are required as a result of an excusable delay, the parties shall mutually agree thereto pursuant to the Additional Services provision of this Agreement. Should Architect make an application for an extension of time, Architect shall submit evidence that the insurance policies required by this Agreement remain in effect during the requested additional period of time.

3.8 **Architect Services.** Architect shall fully and adequately complete the Services described in this Agreement and in **Exhibit "B"** attached hereto and incorporated herein by reference as well as any specific requirements set forth in the Amendment(s) hereto.

3.9 **Additional Architect Services.** At the District's request, Architect may be asked to perform services not otherwise included in this Agreement, not included within the basic services listed in **Exhibit "B"** attached hereto and incorporated herein by reference, and/or not customarily furnished in accordance with generally accepted architectural practice. As used herein, "Additional Services" mean: (1) any work which is determined by the District to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary for Architect to perform at the execution of this Agreement; or (2) any work listed as Additional Services in **Exhibit "B"** attached hereto and incorporated herein by reference. Architect shall not perform, nor be compensated for, Additional Services without prior written authorization from the District and without an agreement between the District and Architect as to the compensation to be paid for such services. The District shall pay Architect for any approved Additional Services, pursuant to the compensation provisions herein, so long as such services are not made necessary through the fault of Architect pursuant to the indemnification provision of this Agreement. Such Additional Services shall not include any redesign or revisions to drawings, specifications or other documents when such revisions are necessary in order to bring such documents into compliance with applicable laws, rules, regulations or codes of which Architect was aware or should have been aware pursuant to the laws and regulations provision of this Agreement above.

3.10 **District Responsibilities.** The District's responsibilities shall include the following:

3.10.1 **Data and Information.** As set forth in Section 2.4 above, this Agreement does not entitle the Architect to any specific compensation until such time as an Amendment hereto is entered into between the Parties. The District shall make available to Architect all necessary data and information concerning the purpose and requirements of the Project, including scheduling and budget limitations, objectives, constraints and criteria. As part of the budget limitation information, the District shall provide Architect with a preliminary construction

budget for any applicable component of the Project (the "District's Preliminary Construction Budget").

3.10.2 **Project Survey.** If required pursuant to the scope of the Project and if requested by Architect, the District shall furnish Architect with, or direct Architect to procure at the District's expense, a survey of the Project site prepared by a registered surveyor or civil engineer, any other record documents which shall indicate existing structures, land features, improvements, sewer, water, gas, electrical and utility lines, topographical information and boundary dimensions of the site, and any other such pertinent information.

3.10.3 **Inspector of Record.** Appoint and pay, upon mutual agreement with Architect, an Inspector of Record as provided by state law. The Inspector of Record shall be qualified and approved by Architect and by the Division of State Architect, shall be under direction of the Architect, and shall be responsible to, and act in accordance with, the policies of the District. The Inspector of Record shall be compensated by the District and shall be under direct contract with the District. The construction administration by Architect and its engineers or other consultants shall complement the continuous personal supervision of the Inspector of Record.

3.10.4 **Bid Phase.** Distribute Construction Documents to bidders and conduct the opening and review of bids for the Project.

3.10.5 **Testing.** Retain consultant(s) to conduct chemical, mechanical, soils, geological or other tests required for proper design of the Project, and furnish such surveys, borings, test pits, and other tests as may be necessary to reveal conditions of the site which must be known to determine soil condition or to ensure the proper development of the required drawings and specifications.

3.10.6 **Required Inspections and Tests.** Retain consultant(s) to conduct materials testing and inspection, as required by Title 21 of the California Code of Regulations, or to conduct any other environmental or hazardous materials testing and inspection pursuant to any other applicable laws, rules or regulations.

3.10.7 **Fees of Reviewing or Licensing Agencies.** Directly pay or reimburse the payment of all fees required by any reviewing or licensing agency, or other agency having approval jurisdiction over the Project.

3.10.8 **District's Representative.** Designate a person to act as its representative for the performance of this Agreement (the "District's Representative"). The District's Representative shall be authorized to act as liaison between Architect and the District in the administration of this Agreement and the Construction Documents, and shall have the power to act on behalf of the District for all purposes under this Agreement. Such person shall assist Architect in observing construction of the Project and participating in the preparation of the Punch List Items required by **Exhibit "B"** attached hereto and incorporated herein by reference.

The District may designate new and/or different individuals to act as the District's Representative from time to time. The District's Representative shall render decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of the Services, as provided in the excusable delay provisions of this Agreement above.

3.10.9 **Review and Approved Documents.** Review all documents submitted by Architect, including change orders and other matters requiring approval by the District's Governing Board or other officials. The District shall advise Architect of decisions pertaining to such documents within a reasonable time after submission, so as not to cause unreasonable delay as provided in the excusable delay provisions of this Agreement above.

3.11 **Compensation.**

3.11.1 **Architect's Compensation for Basic Services.** As set forth in Section 2.4 above, this Agreement does not entitle the Architect to any specific compensation until such time as an Amendment hereto is entered into between the Parties in order to specifically assign Architect one or more individual components of the Project. The Architect's compensation for any such component shall be clearly established in the applicable Amendment(s) upon mutual written agreement.

3.11.2 **Payment for Additional Services.** Additional Services may be authorized pursuant to the applicable provisions of this Agreement and subsequent Amendment. If authorized, such Additional Services will be compensated at the rates and in the manner set forth in **Exhibit "C"** attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the parties. Architect shall be paid for Additional Services, as defined by this Agreement and subsequent Amendment, so long as they have been approved in advance by the District. If the District requires Architect to hire consultants to perform any Additional Services, Architect shall be compensated therefore at the rates and in the manner set forth in **Exhibit "C"** attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the Parties. The District shall have the authority to review and approve the rates of any such consultants. In addition, Architect shall be reimbursed for any expenses incurred by such consultants pursuant to the terms and conditions of Section 3.11.3.

3.11.3 **Reimbursable Expenses.** Reimbursable expenses are in addition to compensation for the Services and Additional Services. Architect shall not be reimbursed for any expenses unless authorized in writing by the District, which approval may be evidenced by inclusion in **Exhibit "C"** attached hereto and incorporated herein by reference. Such reimbursable expenses shall include only those expenses which are reasonably and necessarily incurred by Architect in the interest of the Project. Architect shall be required to acquire prior written consent in order to obtain reimbursement for the following: (1) extraordinary transportation expenses incurred in connection with the Project; (2) out-of-town travel expenses incurred in connection with the Project; (3) fees paid for securing approval of authorities having

jurisdiction over the Project; (4) bid document duplication costs in excess of \$0; and (5) other costs, fees and expenses in excess of \$0.

3.11.4 Payment to Architect. Consistent with the terms of an Amendment executed by the Parties regarding compensation, Architect's compensation and reimbursable expenses shall be paid by the District to Architect no more often than monthly. Such periodic payments shall be made based upon the percentage of work completed, and in accordance with the schedule agreed to by the Parties in a subsequent Amendment hereto. In order to receive payment, Architect shall present to the District an itemized statement which indicates the Services performed, percentage of the Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of the Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement, as well as those expenses for which reimbursement is requested for that statement period. The amount paid to Architect shall never exceed the percentage amounts authorized by the phasing and funding schedule agreed to by the Parties in a subsequent Amendment hereto. The District shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the Parties in a mutually agreeable manner.

Payments made for the Additional Services shall be made in installments, not more often than monthly, proportionate to the degree of completion of such services or in such other manner as the parties shall specify when such services are agreed upon, and in accordance with any authorized fee or rate schedule. In order to receive payment, Architect shall present to the District an itemized statement which indicates the Additional Services performed, percentage of the Additional Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of the Additional Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. The District shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the Parties in a mutually agreeable manner.

Upon cancellation or termination of this Agreement, Architect shall be compensated as set forth in the termination provision herein.

3.11.5 Withholding Payment to Architect. The District may withhold payment, in whole or in part, to the extent reasonably necessary to protect the District from claims, demands, causes of action, costs, expenses, liabilities, losses, damages, or injuries of any kind to the extent arising out of or caused by the negligence, recklessness, or willful misconduct protected under the indemnification provisions of this Agreement. Failure by the District to deduct any sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District may keep any moneys which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefor, to the payment of any

expenses, losses, or damages as determined by the District, incurred by the District for which Architect is liable under the Agreement or state law. Payments to Architect for compensation and reimbursable expenses due shall not be contingent on the construction, completion or ultimate success of the Project. Payment to Architect shall not be withheld, postponed, or made contingent upon receipt by the District of offsetting reimbursement or credit from parties not within Architect's reasonable control.

3.11.6 **Prevailing Wages.** Architect is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Architect agrees to fully comply with and to require its consultants to fully comply with such Prevailing Wage Laws. The District shall provide Architect with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Architect shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at Architect's principal place of business and at the Project site. Architect shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure of Architect or its consultants to comply with the Prevailing Wage Laws.

3.11.7 **DIR Registration.** If any portion of the Services provided by Architect are classified as "public works" under the Labor Code, then in addition to the foregoing, pursuant to Labor Code sections 1725.5 and 1771.1, Architect and all applicable subcontractors/subconsultants must be registered with the Department of Industrial Relations ("DIR"). Architect and all such subcontractors/subconsultants shall maintain registration for the duration of the Project and require the same of any other subcontractors. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Architect's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of certified payroll records directly to the DIR.

3.12 **Notice to Proceed.** As described in Section 2.4 above, Architect shall not proceed with performance of any of the Services under this Agreement unless and until the Parties execute an Amendment for a specific component of the Project and the District provides a written notice to proceed.

3.13 **Termination, Suspension and Abandonment.**

3.13.1 **District's Termination for Convenience.** The District hereby reserves the right to suspend or abandon, at any time and for any reason, all or any portion of the Project and the construction work thereon, or to terminate this Agreement at any time with or without

cause. Architect shall be provided with at least seven (7) days advanced written notice of such suspension, abandonment, or termination. In the event of such suspension, abandonment, or termination, Architect shall be paid for the Services and reimbursable expenses rendered up to the date of such suspension, abandonment, or termination, less any claims against or damages suffered by the District as a result of the default, if any, by Architect. Upon the District's request and authorization, Architect shall perform any and all additional Services necessary to wind up the work performed to the date of suspension, abandonment, or termination. Architect hereby expressly waives any and all claims for damages or compensation arising under this Section, except as set forth herein, in the event of such suspension, abandonment or termination.

3.13.2 Architect's Termination for Cause This Agreement may be terminated by Architect upon fourteen (14) days written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a description of the District's failure to perform, status of the work completed as of the date of termination, together with a description and a cost estimate of the effort necessary to complete work in progress. In such event, Architect shall be compensated for the Services completed to the date of termination, together with compensation for such Additional Services performed after termination which are authorized by the District to wind up the work performed to the date of termination. Upon the District's request and authorization, Architect shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

3.13.3 District's Suspension of Work If Architect's Services are suspended by the District, the District may require Architect to resume such Services within ninety (90) days after written notice from the District. When the Project is resumed, the compensation and schedule of Services shall be equitably adjusted upon mutual agreement of the District and Architect.

3.13.4 Documents and Other Data Within seven (7) calendar days following suspension, abandonment, or termination of this Agreement, Architect shall provide to the District all preliminary studies, sketches, working drawings, specifications, computations, and all other Project Documents, as defined below, to which the District would have been entitled at the completion of Architect's Services under this Agreement. Upon payment of the amount required to be paid to Architect pursuant to the termination provisions of this Agreement, the District shall have the right, as provided in this Agreement hereinafter, to use such Project Documents prepared by or on behalf of Architect under this Agreement. In the event of a dispute regarding the amount of compensation to which Architect is entitled under the termination provisions of this Agreement, Architect shall provide all Project Documents to the District upon payment of the undisputed amount. Architect shall have no right to retain or fail to provide to the District any such documents pending resolution of the dispute. Architect shall make such documents available to the District without additional compensation other than as may be approved as a reimbursable expense.

3.13.5 **Employment of Other Architects.** In the event this Agreement is terminated in whole or in part as provided herein, the District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.14 **Ownership and Use of Documents; Confidentiality.**

3.14.1 **Ownership.** Pursuant to California Education Code section 17316 and the requirements of the District, all plans, specifications, original or reproducible transparencies of working drawings and master plans, preliminary sketches, architectural presentation drawings, structural computations, estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded on computer diskettes (hereinafter referred to as the "Project Documents") shall be and remain the property of the District. Although the official copyright in all Project Documents shall remain with Architect or other applicable subcontractors or consultant, the Project Documents shall be the property of the District whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, Architect shall provide to the District copies of all Project Documents required by the District. In addition, Architect shall retain copies of all Project Documents on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to the District upon the payment of reasonable duplication costs. Before destroying the Project Documents following this retention period, Architect shall make a reasonable effort to notify the District and provide the District with the opportunity to obtain the documents.

3.14.2 **Right to Use.** Architect grants to the District the right to use and reuse all or part of the Project Documents, at the District's sole discretion and with no additional compensation to Architect, for the following purposes:

- (A) The construction of all or part of this Project;
- (B) The repair, renovation, modernization, replacement, reconstruction or expansion of this Project at any time;
- (C) The construction of another project by or on behalf of the District for its ownership and use;

The District is not bound by this Agreement to employ the services of Architect in the event such documents are used or reused for these purposes. The District shall be able to use or reuse the Project Documents for these purposes without risk of liability to Architect or third parties with respect to the condition of the Project Documents, and the use or reuse of the Project Documents for these purposes shall not be construed or interpreted to waive or limit the District's right to recover for latent defects or for errors or omissions of Architect.

Any use or reuse by the District of the Project Documents on any project other than this Project without employing the services of Architect shall be at the District's own risk with respect to third parties. If the District uses or reuses the Project Documents on any project

other than this Project, it shall remove Architect's seal from the Project Documents and hold harmless Architect and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Project Documents on such other project.

Architect shall not be responsible or liable for any revisions to the Project Documents made by any party other than Architect, a party for which Architect is legally responsible or liable, or anyone approved by Architect.

3.14.3 **License**. This Agreement creates a non-exclusive and perpetual license for the District to copy, use, modify or reuse any and all Project Documents and any intellectual property rights therein. Architect shall require any and all subcontractors and consultants to agree in writing that the District is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

3.14.4 **Right to License**. Architect represents and warrants that Architect has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Project Documents that Architect prepares or causes to be prepared pursuant to this Agreement. Architect shall indemnify and hold the District harmless pursuant to the indemnification provisions of this Agreement for any breach of this Section. Architect makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents that were prepared by design professionals other than Architect and provided to Architect by the District.

3.14.5 **Confidentiality**. All Project Documents, either created by or provided to Architect in connection with the performance of this Agreement, shall be held confidential by Architect to the extent they are not subject to disclosure pursuant to the Public Records Act. All Project Documents shall not, without the written consent of the District, be used or reproduced by Architect for any purposes other than the performance of the Services. Architect shall not disclose, cause or facilitate the disclosure of the Project Documents to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Architect which is otherwise known to Architect or is generally known, or has become known, to the related industry shall be deemed confidential. Architect shall not use the District's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the written consent of the District.

3.15 **Indemnification**. To the fullest extent permitted by law, Architect shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Architect, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all damages,

expert witness fees and attorneys' fees and other related costs and expenses. Architect's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Architect, the District, its officials, officers, employees, agents, or volunteers.

To the extent required by Civil Code section 2782.8, which is fully incorporated herein, Architect's obligations under the above indemnity shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect, but shall not otherwise be reduced. If Architect's obligations to defend, indemnify, and/or hold harmless arise out of Architect's performance of "design professional services" (as that term is defined under Civil Code section 2782.8), then upon Architect obtaining a final adjudication that liability under a claim is caused by the comparative active negligence or willful misconduct of the District, Architect's obligations shall be reduced in proportion to the established comparative liability of the District and shall not exceed the Architect's proportionate percentage of fault.

3.16 **Insurance.**

3.16.1 **Time for Compliance.** Architect shall not commence any of the Services under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this Section. In the event Architect fails to provide or maintain all required insurance, the District may, in its sole discretion, obtain such insurance and deduct the amount therefor from Architect's compensation.

3.16.2 **Minimum Requirements.** Architect shall, at its expense, procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by Architect, its officials, officers, agents, representatives, employees or subcontractors. Such insurance shall meet at least the following minimum levels of coverage:

(A) **Minimum Scope of Insurance.** Coverage shall be at least as broad as the latest version of the following: (1) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) Automobile Liability: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); (3) Workers' Compensation and Employers' Liability: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; and (4) Professional Liability: Coverage which is appropriate to Architect's profession, or that of its consultants or subcontractors.

(B) **Minimum Limits of Insurance.** Coverages shall provide limits no less than: (1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit; (2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage; (3) Workers' Compensation and Employer's Liability: Workers' compensation limits as required by the Labor

Code of the State of California. Employers Liability limits of \$1,000,000 per accident for bodily injury or disease; and (4) Professional Liability: Not less than \$1,000,000 per claim.

3.16.3 **Professional Liability.** Architect and its consultants and subcontractors shall procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance with limits discussed in this Section. This insurance shall be endorsed to include contractual liability.

3.16.4 **Insurance Endorsements.** The insurance policies shall contain the following provisions, or Architect shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

(A) **General Liability.** The general liability policy shall be endorsed to state that: (A) the District, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the performance of the Agreement by the Architect, its officials, officers, agents, representatives, employees or subcontractors, including materials, parts or equipment furnished in connection with such services; and (B) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of Architect's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees and agents shall be excess of Architect's insurance and shall not be called upon to contribute with it in any way.

(B) **Automobile Liability.** The automobile liability policy shall be endorsed to state that: (A) the District, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Architect or for which Architect is responsible; and (B) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of Architect's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees and agents shall be excess of Architect's insurance and shall not be called upon to contribute with it in any way.

(C) **Workers' Compensation and Employers Liability Coverage.** The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees and agents for losses paid under the terms of the insurance policy which arise from work performed by Architect.

(D) **All Coverages.** Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and (B) any failure to comply with reporting or other provisions of the

policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees and agents.

3.16.5 **Separation of Insureds; No Special Limitations.** All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees and agents.

3.16.6 **Deductibles and Self-Insurance Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the District. Architect shall guarantee that, at the option of the District, either: (A) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officials, officers, employees and agents; or (B) Architect shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.16.7 **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the District.

3.16.8 **Verification of Coverage.** Architect shall furnish the District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the District, if requested. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.16.9 **Subcontractor and Consultant Insurance Requirements.** Architect shall not allow any of its architects, engineers, experts or other consultants to commence work on any subcontract until they have provided evidence satisfactory to the District that they have secured all insurance required under this Section. If requested by Architect, the District may approve different scopes or minimum limits of insurance for particular architects, engineers, experts or other consultants. Unless otherwise approved by the District, the architects, engineers, experts and other consultants shall comply with each and every provision of this Section.

3.17 **Records.** Architect shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Architect shall allow a representative of the District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Architect shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

3.18 **Standardized Manufactured Items.** Architect shall cooperate and consult with the District in the use and selection of manufactured items on the Project, including but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials and floor coverings. All such manufactured items shall be standardized to the District's criteria to the extent such criteria do not interfere with building design.

3.19 **Limitation of Agreement.** This Agreement is limited to and includes only the work included in the Project described herein. Any additional or subsequent construction at the site of the Project, or at any other District site, will be covered by, and be the subject of, a separate Agreement for architectural services between the District and the architect chosen therefor by the District.

3.20 **Mediation.** Disputes arising from this Agreement and any subsequent Amendments may be submitted to mediation if mutually agreeable to the Parties hereto. The type and process of mediation to be utilized shall be subject to the mutual agreement of the Parties.

3.21 **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Architect shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the District. Any attempted assignment without such consent shall be invalid and void.

3.22 **Asbestos Certification.** Architect shall certify to the District, in writing and under penalty of perjury, that to the best of its knowledge, information and belief no asbestos-containing material or other material deemed to be hazardous by the state or federal government was specified as a building material in any construction document that Architect prepares for the Project. Architect shall require all consultants who prepare any other documents for the Project to submit the same written certification. Architect shall also assist the District in ensuring that contractors provide the District with certification, in writing and under penalty of perjury, that to the best of their knowledge, information and belief no material furnished, installed or incorporated into the Project contains asbestos or any other material deemed to be hazardous by the state or federal government. These certifications shall be part of the final Project submittal. Architect shall include statements in its specifications that materials containing asbestos or any other material deemed to be hazardous by the state or federal government are not to be included.

3.23 **Disabled Veteran Business Enterprise Certification.** If required for this Project, Architect shall provide proof of DVBE compliance, in accordance with any applicable policies of the District or the State Allocation Board, within thirty (30) days of its execution of this Agreement. If Architect fails to comply with this requirement, the Agreement shall be deemed canceled.

3.24 **No Third Party Rights.** This Agreement shall not create any rights in, or inure to the benefits of, any third party except as expressly provided herein.

3.25 **Governing Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. Venue shall be in San Diego County.

3.26 **Entire Agreement.** This Agreement, with its exhibits, contains the entire agreement of the Parties hereto, and supersedes any and all other prior or contemporaneous negotiations, understandings and oral or written agreements between the Parties hereto. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all Parties hereto.

3.27 **Exhibits and Recitals.** All exhibits and recitals contained herein and attached hereto are material parts of this Agreement and are incorporated as if fully set forth.

3.28 **Severability.** Should any provision in the Agreement be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

3.29 **Non-Waiver.** None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is expressly specified in writing.

3.30 **Safety.** Architect shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, Architect shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees, consultant and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.

3.31 **Delivery of Notices.** All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

DISTRICT:

Lakeside Union School District
Lakeside, CA 92040
Attn:

ARCHITECT:

Sprotte+Watson Architecture and Planning, Inc.
450 S. Melrose Drive, Vista, CA 92081
Attn.: Patricia Sprotte and Russell Watson

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.32 **Attorneys' Fees.** If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other reasonable costs of such action, including expert witness fees and expenses.

3.33 **Time of Essence.** Time is of the essence for each and every provision of this Agreement.

3.34 **District's Right to Employ Other Consultants.** The District reserves the right to employ other consultants, including Architects, in connection with this Project or other projects.

3.35 **Prohibited Interests.**

3.35.1 **Solicitation.** Architect warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Architect, to solicit or secure this Agreement. Further, Architect warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Architect, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to rescind this Agreement without liability.

3.35.2 **Conflict of Interest.** For the term of this Agreement, no director, official, officer or employee of the District, during the term of his or her service with the District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.36 **Equal Opportunity Employment.** Architect represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or any other classification protected by federal or state law. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Architect shall also comply with all relevant provisions of the District's minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.37 **Labor Certification.** By its signature hereunder, Architect certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.38 **Fingerprinting Requirements.** Unless exempted, Architect shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. Architect shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. To this end, Architect and its consultants must provide for the completion of the certification form attached hereto as **Exhibit "D"** and incorporated herein by reference prior to any of Architect's employees, or those of any other consultants, coming into contact with the District's pupils.

3.39 **Subcontracting.** As specified in this Agreement, Architect shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of the District. Subcontracts, if any, shall contain a provision making them subject to each and every provision of this Agreement.

3.40 **Supplemental Conditions.** Any supplemental conditions shall be attached as an exhibit to this Agreement, and that exhibit shall be incorporated herein by reference.

3.41 **Authority to Execute.** The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

LAKESIDE UNION SCHOOL DISTRICT

By: _____ Date: _____
Name: _____
Title: _____

Attest: _____
[INSERT TITLE]

SPROTTE+WATSON ARCHITECTURE AND PLANNING, INC.

By:  _____ Date: February 1, 2019
Name: Patricia Sprotte
Title: President

Attest: _____
[INSERT TITLE]

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: February 14, 2019

Agenda Item:

Appoint three new members to fill open vacancies on the Citizens' Bond Oversight Committee.

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

The District recommends that the Board of Trustees appoint the following members:

Name:	*Position:	Term Length:	Term Expiration:
Jose Gonzales	Member-At-Large	1 year	2/28/2020
Michael McGrath	Parent Active in PTA	1 year	2/28/2020
John Heredia	Bona Fide Taxpayers' Organization	2 years	2/28/2021

* Citizens' Oversight Committee pursuant to Education Code Section 15282

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Addresses Emphasis Goal(s):

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

Recommended Action:


☐ Informational ☐ Denial/Rejection
☐ Discussion ☐ Ratification
☒ Approval ☐ Explanation: Click here to enter text.
☐ Adoption

Originating Department/School: Business Services

Submitted/Recommended By:


Erin Garcia, Assistant Superintendent

Approved for Submission to the Governing Board:


Dr. Andy Johnsen, Superintendent

Reviewed by Cabinet Member



Lakeside Union School District
Citizens' Bond Oversight Committee
12335 Woodside Ave.
Lakeside, CA 92040

Nomination/Application Form

The Governing Board is seeking to fill a vacancy on the CBOC with a representative from the Lakeside Community. Please return the completed application to Lakeside Union School District, Attention: Aimee McReynolds, 12335 Woodside Ave. Lakeside, CA 92040, or e-mail to amcreynolds@lsusd.net

Name:	JOSE A. GONZALES
Date of Application:	02/01/2019
Address:	9575 PROSPECT AVENUE
City, State, Zip Code:	LAKESIDE, CA 92040
Phone Number(s):	619-561-5417
E-Mail Address:	joeangelgonzales@hotmail.com

Complete the following information:

<p>Please explain your interest in being part of the CBOC:</p> <p>I HAVE BEEN A CBOC MEMBER FOR SEVERAL YEARS.</p>
--

**Lakeside Union School District
Citizens' Bond Oversight Committee
12335 Woodside Ave.
Lakeside, CA 92040**

Nomination/Application Form

The Governing Board is seeking to fill a vacancy on the CBOC with a representative from the Lakeside Community. Please return the completed application to Lakeside Union School District, Attention: Aimee McReynolds, 12335 Woodside Ave. Lakeside, CA 92040, or e-mail to amcreynolds@lsusd.net

Name:	Michael McGrath
Date of Application:	February 1, 2019
Address:	8702 Foxborough Ct.
City, State, Zip Code:	Lakeside CA 92040
Phone Number(s):	619.250.2025
E-Mail Address:	mwm@mcswwppp.com

Complete the following information:

Please explain your interest in being part of the CBOC:

I have been a member of the Bond Oversight Committee prior to this compliance year and would like to continue to participate.

**Lakeside Union School District
Citizens' Bond Oversight Committee
12335 Woodside Ave.
Lakeside, CA 92040**

Nomination/Application Form

The Governing Board is seeking to fill a vacancy on the CBOC with a representative from the Lakeside Community. Please return the completed application to Lakeside Union School District, Attention: Aimee McReynolds, 12335 Woodside Ave. Lakeside, CA 92040, or e-mail to amcreynolds@lsusd.net

Name: John Heredia
Date of Application: 10/4/2018
Address: 13602 Kay Jay Court
City, State, Zip Code: Lakeside, CA 92040
Phone Number(s): 858.228.7935
E-Mail Address: john.heredia@cvesd.org

Complete the following information:

Please explain your interest in being part of the CBOC:

I have been involved with the building, modernizing and maintenance of schools for over 25 years. I am passionate about creating a clean, safe and up to date learning environment for all students. My experience, schooling and certifications give me a solid understanding of the many aspects the committee will be looking at to help represent the community as it relates to the proper and efficient spending of their tax dollars.

I have lived in within the Districts boundaries with my wife for over 30 years. Our oldest son was at Lakeview and went on to graduate from River Valley Charter High School. Our middle son was at Lakeview, later promoted out of TDS and is now a sophomore at El Capitan. Finally our youngest son is in third grade at Lakeview. We are committed to keeping this District one of the most respected in the county and will continue with that commitment even after our children have graduated and moved o

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 2/14/19

Agenda Item:

Board Policy/Regulation 5154, Participation of Indian Pupils

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

This policy and regulation must come before the board for review annually for compliance with the Impact Aid application.

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Addresses Emphasis Goal(s):

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

Recommended Action:

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

Originating Department/School: Superintendent's Office

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Principal/Department Head Signature



Dr. Andy Johnsen, Superintendent

Reviewed by Cabinet Member: 

PARTICIPATION OF INDIAN PUPILS

Pupils residing on Indian lands shall have the opportunity to participate in school district programs on an equal basis with all other pupils enrolled in the school district.

Further, in order to encourage the participation of the parents and tribes of such Indian pupils in the review, planning, and implementation of any educational programs funded under the provisions of Public Law 81-874, the district superintendent shall insure that:

1. Information regarding such programs is disseminated to tribes and parents of Indian pupils.
2. An opportunity shall be given to such tribes and parents to present their views regarding such programs and applications and, further, to participate in the development of such programs.
3. An Indian Advisory Committee (P.L. 874) shall be established to facilitate the implementation of this policy. Membership of said committee shall consist solely of tribal members from, or parents of Indian pupils residing on, Indian lands located within the Lakeside Union School District. The district superintendent shall formulate procedures governing the operation of the committee.

Legal Reference: Public Law 81-874, Department of Health, Education, and Welfare,
Section 5(b)(3)(A)

Title VI of the Civil Rights Act of 1964, Assurance of Compliance,
Department of Health, Education, and Welfare

California State Department of Education, General Statement of
Assurances

History:

Policy

Adopted: September 17, 2012

Revised: 2/15/18; 2/14/19

LAKESIDE UNION SCHOOL DISTRICT

Lakeside, California

PARTICIPATION OF INDIAN PUPILS

1. The district superintendent shall ensure that the officials of the Barona tribe, the chairperson of the Title IV-A Parents Education Committee, and parents are periodically notified of district programs. Such notice shall include an annual invitation to address the participation of Indian children at a school board meeting during the first two months of each school year. Participation of Indian children shall be an agenda topic. The agenda will address:
 - a. the planning and development of educational programs that are assisted with P.L. 81-874 funds;
 - b. the needs of Indian children and the benefits to be derived from P.L. 81-874 money; and
 - c. the P.L. 81-874 application, program planning and evaluations.

The Parent Education Committee will review the district's Indian Policies and Procedures and recommend revisions if found necessary.

2. The Student Identification System will be used to identify Indian students and to identify the programs in which they have been involved. In addition, teachers will be requested to submit a copy of the year-end report cards for all Indian students. These two reports will be used to provide the governing board and the tribal officials with a summary of participation rates and student needs. No personally identifying data will be used in the summary. If rates demonstrate that Indian children do not appear to be participating on an equal basis, the district and tribal representatives will meet to develop a plan for increased participation.
3. Copies of P.L. 81-874 applications, evaluations of any programs that are targeted specifically to receive P.L. 81-874 funds and notification regarding changes in school site programs will be sent in a timely manner to parents and tribal officials. "Timely fashion" means that the parents and tribal officers will receive notice in adequate time to convene a tribal meeting and a Parent Education Committee meeting to discuss such items and to make comment to district officials prior to final action by the district. District representatives shall attend such tribal meetings as are requested by tribal officials.
4. Indian parent participation on School Site Councils will be encouraged and each school site plan will include consideration for equal participation of Indian children in school programs. Tribal officials and Indian parents will be notified regarding School Site Committee meetings. If tribal officials and Indian parents believe the School Plan does not provide equal access they may direct their concern to the governing board, and an agenda item will be designated for discussion and reasonable efforts at resolution of the concerns will be made. The Parent Education Committee will review Indian input and recommend modifications in the Indian Policies and Procedures, if found necessary.

Regulation
Reviewed: 2/15/18; 2/14/19

LAKESIDE UNION SCHOOL DISTRICT
Lakeside, California

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 2/14/19

Agenda Item:

Administrative Regulation 3311.1, Uniform Public Construction Cost Accounting Procedures

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

Consideration: Regulation updated to reflect **NEW LAW (AB 2249)** which revises the threshold amounts that determine the process that may be used to award contracts for public works. Regulation also revised to clarify requirements for informal bid notifications that must be sent to contractors and/or construction journals.

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Recommended Action:

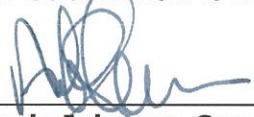
- | | |
|---|---|
| <input type="checkbox"/> Informational | <input type="checkbox"/> Denial |
| <input type="checkbox"/> Discussion | <input type="checkbox"/> Ratification |
| <input type="checkbox"/> Approval | <input checked="" type="checkbox"/> Review Click here to enter text. |
| <input type="checkbox"/>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

Originating Department/School: Superintendent's Office

Submitted/Recommended By:

Approved for Submission to the Governing Board:


Principal/Department Head Signature


Dr. Andy Johnsen, Superintendent

Reviewed by Cabinet Member: 

UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING PROCEDURES

Procedures for awarding contracts for public works projects shall be determined on the basis of the amount of the project, as follows:

- 1. Public projects of \$60,000 or less may be performed by district employees by force account, negotiated contract, or purchase order. (Public Contract Code 22032)**
- 2. Contracts for public projects of \$200,000 or less may be awarded through the following informal procedures: (Public Contract Code 22032, 22034, 22038)**
 - a. The Superintendent or designee shall prepare a notice inviting informal bids which describes the project in general terms, explains how to obtain further information about the project, and states the time and place for the submission of bids. This notice shall be disseminated by mail, fax, or email to either or both of the following:**
 - (1) All contractors on a list of qualified contractors maintained by the district for the category of work being bid, unless the product or service is proprietary, at least 10 calendar days before bids are due.**
 - (2) All construction trade journals identified pursuant to Public Contract Code 22036.**
 - b. The district shall review the informal bids that were submitted and award the contract, except that:**
 - (1) If all bids received through the informal process are in excess of \$200,000, the contract may be awarded to the lowest responsible bidder, provided that the Governing Board adopts a resolution with a four-fifths vote to award the contract at \$212,500 or less and the Board determines the district's cost estimate is reasonable.**
 - (2) If no bids are received through the informal bid procedure, the project may be performed by district employees by force account or negotiated contract.**
- 3. Public projects of more than \$200,000 shall, except as otherwise provided by law, be subject to formal bidding procedures, as follows: (Public Contract Code 22032, 22037, 22038)**
 - a. Notice inviting formal bids shall state the time and place for receiving and opening sealed bids and distinctly describe the project. The notice shall be disseminated in both of the following ways:**

UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING PROCEDURES
(continued)

- (1) Through publication in a newspaper of general circulation in the district's jurisdiction or, if there is no such newspaper, then by posting the notice in at least three places designated by the district as places for posting its notices. Such notice shall be published at least 14 calendar days before the date that bids will be opened.
- (2) By mail and electronically, if available, by either fax or email, to all construction trade journals identified pursuant to Public Contract Code 22036. Such notice shall be sent at least 15 calendar days before the date that bids will be opened.

In addition to the notice required above, the district may give such other notice as it deems proper.

b. The district shall award the contract as follows:

- (1) The contract shall be awarded to the lowest responsible bidder. If two or more bids are the same and the lowest, the district may accept the one it chooses.
- (2) At its discretion, the district may reject all bids presented and declare that the project can be more economically performed by district employees, provided that the district notifies an apparent low bidder, in writing, of the district's intention to reject the bid. Such notice shall be mailed at least two business days prior to the hearing at which the district intends to reject the bid.
- (3) If no bids are received through the formal bid procedure, the project may be performed by district employees by force account or negotiated contract.

(cf. 3311 - Bids)

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 2/14/19

Agenda Item:

Administrative Regulation 5131.41, Use of Seclusion and Restraint

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

Consideration: New regulation reflects **NEW LAW (AB 2657)** which prohibits seclusion and behavioral restraint of students as a means of discipline, and provides that seclusion and restraint may be used only to control behavior that poses a clear and present danger of serious physical harm to a student or others if that behavior cannot be immediately prevented by a less restrictive response. Regulation specifies the conditions for such use, reporting requirements, and a list of seclusion and behavioral techniques that are always prohibited.

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Recommended Action:


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

Originating Department/School: Superintendent's Office

Submitted/Recommended By:

Approved for Submission to the Governing Board:


Principal/Department Head Signature


Dr. Andy Johnsen, Superintendent

Reviewed by Cabinet Member: 

USE OF SECLUSION AND RESTRAINT

District staff shall enforce standards of appropriate student conduct in order to provide a safe and secure environment for students and staff on campus, but are prohibited from using seclusion and behavioral restraint to control student behavior except to the limited extent authorized by law.

(cf. 5131 - Conduct)

(cf. 5131.1 - Bus Conduct)

(cf. 6159.4 - Behavioral Interventions for Special Education Students)

Definitions

Behavioral restraint includes mechanical restraint or physical restraint used as an intervention when a student presents an immediate danger to self or to others. Behavioral restraint does not include postural restraints or devices used to improve a student's mobility and independent functioning rather than to restrict movement. (Education Code 49005.1)

Mechanical restraint means the use of a device or equipment to restrict a student's freedom of movement. Mechanical restraint does not include the use of devices as prescribed by an appropriate medical or related services professional, including, but not limited to, adaptive devices or mechanical supports used to achieve proper body position, balance, or alignment; vehicle safety restraints during the transport of a student; restraints for medical immobilization; or orthopedically prescribed devices which permit a student to participate in activities without risk of harm. Mechanical restraint also does not include the use of devices by peace officers or security personnel for detention or for public safety purposes. (Education Code 49005.1)

(cf. 3515.3 - District Police/Security Department)

Physical restraint means a personal restriction that immobilizes or reduces the ability of a student to move the torso, arms, legs, or head freely. Physical restraint does not include a physical escort in which a staff member temporarily touches or holds the student's hand, wrist, arm, shoulder, or back for the purpose of inducing a student who is acting out to walk to a safe location. Physical restraint also does not include the use of force by peace officers or security personnel for detention or for public safety purposes. (Education Code 49005.1)

Prone restraint means the application of a behavioral restraint on a student in a facedown position. (Education Code 49005.1)

Seclusion means the involuntary confinement of a student alone in a room or an area from which the student is physically prevented from leaving. Seclusion does not include a timeout involving the monitored separation of the student in an unlocked setting, which is implemented for the purpose of calming the student. (Education Code 49005.1)

USE OF SECLUSION AND RESTRAINT (continued)

If a student is put in seclusion, the student shall be under constant, direct observation of a staff member. Such observation may be through a window or another barrier through which the staff member is able to make direct eye contact with the student, but shall not be made through indirect means such as a security camera or closed-circuit television. (Education Code 49005.8)

If a student is restrained, staff shall afford the student the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the student and others. (Education Code 49005.8)

If a prone restraint technique is used on a student, a staff member shall observe the student for any signs of physical distress throughout the use of the restraint. Whenever possible, the staff member monitoring the student shall not be involved in restraining the student. (Education Code 49005.8)

Reports

The Superintendent or designee shall annually collect data on the number of times that seclusion, mechanical restraint, and physical restraint were used on students and the number of students subjected to such techniques. The data shall be disaggregated by race/ethnicity and gender, and reported for students with a Section 504 plan, students with an individualized education program, and all other students. This report shall be submitted to the California Department of Education no later than three months after the end of each school year, and shall be available as a public record pursuant to Government Code 6250-6270. (Education Code 49006)

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

(cf. 6159 - Individualized Education Program)

(cf. 6164.6 - Identification and Education Under Section 504)

Legal Reference:**EDUCATION CODE**

49001 Prohibition against corporal punishment

49005-49006.4 Seclusion and restraint

56520-56525 Behavioral interventions, students with disabilities, especially:

56521.1 Emergency interventions when behavior poses threat to student or others

56521.2 Prohibited interventions

GOVERNMENT CODE

6250-6270 California Public Records Act

UNITED STATES CODE, TITLE 20

1400-1482 Individuals with Disabilities Education Act

UNITED STATES CODE, TITLE 29

794 Section 504 of the Rehabilitation Act of 1973

USE OF SECLUSION AND RESTRAINT (continued)

Management Resources:

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Restraint and Seclusion: Resource Document, May 2012

WEB SITES

California Department of Education: <http://www.cde.ca.gov>

U.S. Department of Education: <http://www.ed.gov>

Regulation
approved:

LAKESIDE UNION SCHOOL DISTRICT
Lakeside, California

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 2/14/19

Agenda Item:

Quarterly Investment Reports, San Diego County Treasury Investment Pool as of quarter ended December 31, 2018.

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

Reports for disclosure of district investments pursuant to Government Code Section 53646. Exhibit A reports the quarterly cash balance of all district funds invested in the San Diego County Treasury Investment Pool. Exhibit B demonstrates the County Treasurer Investment Pool would be able to meet the pool's expenditure requirements for the next three months.

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


Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Principal/Department Head Signature



Dr. Andy Johnsen, Superintendent

Reviewed by Cabinet Member 

Exhibit A

District Superintendent and
Governing Board of the
Lakeside Union School District

**Quarterly Report of Chief Financial Officer
Regarding Disclosure of District Investments**

Pursuant to Government Code Section 53646, you are hereby notified that as of the quarter ended December 31, 2018 the funds of the Lakeside Union School District were invested in the San Diego County Investment Pool. Balances by fund shown below:

<i>San Diego County Treasury Investment Pool</i>		<i>\$ 29,957,239.56</i>
0100	General Fund	\$ 11,611,446.45
1200	Child Development	\$ 1,077,296.03
1300	Child Nutrition	\$ 396,226.80
1500	Pupil Transportation-Equip.	\$ 32,049.73
1742	Special Reserve Other Than Capital Outlay	\$ 233.59
2000	Special Reserve Post-Employee Benefits	\$ 57,858.95
2139	Building Fund (Bond)	\$ 15,578,720.27
2519	Capital Facilities/Developer Fees	\$ 1,186,938.90
4000	Special Reserves/Capital Projects	\$ 16,468.84

Annualized Interest Rate as of 12/31/18 is 2.068%

All funds received or collected by the Lakeside Union School District are deposited into the County Treasury with the exception of those allowed by Education Code 41002.5 Such exceptions may be deposited in financial institutions whose accounts are federally insured. Examples of such funds for LUSD are ASB funds, cafeteria funds and ESS funds.

I, Erin Garcia, Assistant Superintendent of the Lakeside Union School District, hereby certify that the information contained in this report, including the attachments, is accurate and correct to the best of my knowledge.

Erin Garcia
Assistant Superintendent

Date

PROJECTED LIQUIDITY

County of San Diego Pooled Money Fund

As of December 31, 2018

(\$000)

	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19
Beginning Pool Book Balance	10,204,776	9,591,449	9,108,140	8,930,140	10,027,140	9,129,921
CASH FLOW ITEMS						
INFLOWS:						
Investment Inflows	1,280,000	697,135	595,000	390,000	715,000	885,000
Projected Credits/Deposits	843,802	808,385	1,051,000	2,303,700	774,734	839,097
	2,123,802	1,505,520	1,646,000	2,693,700	1,489,734	1,724,097
Outflows						
Investment Purchases	564,835	-	-	-	-	-
Projected Debits	1,457,129	1,291,694	1,229,000	1,206,700	1,671,952	1,574,887
	2,021,964	1,291,694	1,229,000	1,206,700	1,671,952	1,574,887
Net Cash Flows	(613,327)	(483,309)	(178,000)	1,097,000	(897,219)	(735,790)
MONTH END POOL BALANCE	9,591,449	9,108,140	8,930,140	10,027,140	9,129,921	8,394,131
PROJECTED MONTH END LIQUIDITY	\$ 351,475	\$ 565,301	\$ 982,301	\$ 2,469,301	\$ 2,287,082	\$ 2,436,292

Note: The above is not meant to be a complete Cash Flow Statement. The data represents a subset of the main cash flow items and does not include accrued interest or other adjustment items.

The projected cash flows indicate sufficient liquidity to meet all scheduled expenditures for the next 6 months.

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 02/14/2019

Agenda Item:

Monthly Enrollment

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

Click here to enter text.

Fiscal Impact (Cost):

Click here to enter text.

Funding Source:

Click here to enter text.

Addresses Emphasis Goal(s):

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

Recommended Action:

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

Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:


Erin Garcia, Assistant Superintendent


Dr. Andy Johnsen, Superintendent

Reviewed by Cabinet Member 

LAKESIDE UNION SCHOOL DISTRICT

MONTH 5

12/17/18-1/11/2019

DATE: 2/5/2018

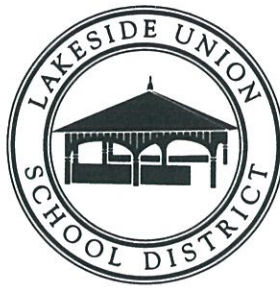
SCHOOL	K	1	2	3	4	5	6	7	8	SDC	EAK	NON ADA	TK		18/19 TOTAL	17/18 TOTAL	VARIANCE
EUCALYPTUS HILLS													117		117	143	-26
LAKESIDE FARMS	99	115	87	100	107	109				36					653	665	-12
LAKEVIEW	106	124	121	128	108	120									707	718	-11
LEMON CREST	84	78	87	88	88	78				25	13	11			552	601	-49
LINDO PARK	64	77	62	71	79	74				45	10	34			516	550	-34
RIVERVIEW			163	157	152	131									603	607	-4
WINTER GARDENS	180	184													364	364	0
LAKESIDE MIDDLE							255	270	275	20					820	857	-37
TIERRA DEL SOL							267	251	213	35					766	705	61
DISTRICT TOTAL	533	578	520	544	534	512	522	521	488	161	23	45	117		5098	5210	-112

YEAR OVER YEAR COMPARISON

MONTH	AUG M1	SEP M2	OCT M3	NOV M4	DEC M5	JAN M6	FEB M7	MAR M8	APR M9	MAY M10	JUN M11
2018-2019	5073	5054	5054	5046	5098						
2017-2018	5164	5179	5161	5153	5211	5208	5183	5159	5151	5135	5101
2016-2017	5051	5039	5045	5031	5103	5091	5080	5059	5071	5050	5023
2015-2016	5087	5100	5083	5077	5138	5124	5139	5121	5107	5081	5056
2014-2015	5003	5005	4010	4992	4986	5040	5008	5021	5015	5006	-
2013-2014	4835	4817	4823	4825	4848	4834	4790	4818	4813	4790	-
2012-2013	4395	4387	4372	4365	4369	4375	4363	4367	4365	4348	-

BARONA INDIAN	GRADE	TK/K	1	2	3	4	5	6	7	8	TOTAL
CHARTER SCHOOL		9	10	11	11	12	13	9	12	4	91

RIVER VALEY	GRADE	7	8	9	10	11	12	TOTAL
CHARTER SCHOOL		37	53	57	63	53	46	309



LUSD BOARD CORE VALUE #1

High Achievement for All LUSD Students

Our schools are dedicated to teaching students to be involved, active learners who think critically, learn continuously, collaborate constructively, communicate effectively, persevere relentlessly and care deeply. We emphasize high academic expectations for all students, and support them to reach their full potential to be prepared for college, career and life. We believe these outcomes are attainable for all LUSD students.

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 2/14/19

Agenda Item:

Board Policy 0420, School Plans/Site Councils

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

First Reading: Policy updated to reflect **NEW LAW (AB 716)** which renames the single plan for student achievement as the school plan for student achievement (SPSA), authorizes the use of uniform complaint procedures for complaints alleging noncompliance with requirements related to the establishment of school site councils or the development of the SPSA, and authorizes the use of the SPSA to satisfy the requirement for a school improvement plan when a school is identified for targeted or comprehensive support. Regulation updated to reflect AB 716 which eliminates the authority to use a school advisory committee other than a school site council to develop the SPSA, allows certain small schools to share a school site council, requires a needs assessment to identify school goals, and, if applicable, requires consultation with the school's English learner advisory committee on review of the SPSA.

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Recommended Action:


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

Originating Department/School: Superintendent's Office

Submitted/Recommended By:

Approved for Submission to the Governing Board:


Principal/Department Head Signature


Dr. Andy Johnsen, Superintendent

Reviewed by Cabinet Member:



SCHOOL PLANS/SITE COUNCILS

~~When required by law or determined to be a useful tool to accomplish district and school goals, school site councils or other school advisory groups shall develop comprehensive school plans designed to enhance student achievement at individual school sites.~~

The Governing Board believes that comprehensive planning is necessary at each school in order to focus school improvement efforts on student academic achievement and facilitate the effective use of available resources. The Superintendent or designee shall ensure that school plans provide clear direction and identify cohesive strategies aligned with school and district goals.

(cf. 0000 - Vision)

(cf. 0200 - Goals for the School District)

(cf. 0400 - Comprehensive Plans)

(cf. 0415 - Equity)

(cf. 0450 - Comprehensive Safety Plan)

(cf. 0460 - Local Control and Accountability Plan)

(cf. 1220 - Citizen Advisory Committees)

(cf. 1431 - Waivers)

(cf. 6020 - Parent Involvement)

Each district school that participates in one or more federal and/or state categorical programs funded through the state's consolidated application process pursuant to Education Code 64000 shall establish a school site council in accordance with Education Code 65000-65001. The school site council shall develop, approve, and annually review and update a school plan for student achievement (SPSA) which consolidates the plans required for those categorical programs into a single plan, unless otherwise prohibited by law. (Education Code 64001)

(cf. 1220 - Citizen Advisory Committees)

(cf. 1431 - Waivers)

(cf. 6020 - Parent Involvement)

(cf. 6171 - Title I Programs)

(cf. 6174 - Education for English Learners)

(cf. 6190 - Evaluation of the Instructional Program)

Single Plan for Student Achievement

~~The Superintendent or designee shall ensure that a single plan for student achievement is prepared by the school site council as required by law for each school participating in specified state and/or federal categorical programs. (Education Code 41507, 41572, 52055.755, 64001)~~

(cf. 0420.1 - School Based Program Coordination)

(cf. 0450 - Comprehensive Safety Plan)

(cf. 0520.2 - Title I Program Improvement Schools)

(cf. 0520.4 - Quality Education Investment Schools)

(cf. 3513.3 - Tobacco-Free Schools)

(cf. 4131 - Staff Development)

~~(cf. 4139—Peer Assistance and Review)~~
~~(cf. 5147—Dropout Prevention)~~
~~(cf. 5148.1—Child Care Services for Parenting Students)~~
~~(cf. 6142.91—Reading/Language Arts Instruction)~~
~~(cf. 6163.1—Library Media Centers)~~
~~(cf. 6164.2—Counseling/Guidance Services)~~
~~(cf. 6171—Title I Programs)~~
~~(cf. 6174—Education for English Language Learners)~~
~~(cf. 6190—Evaluation of the Instructional Program)~~

~~Whenever feasible, any other school plan may be incorporated into the single plan for student achievement.~~

The Superintendent or designee shall review each school's ~~single plan~~ **SPSA** and **to ensure that it has been developed and approved by a properly constituted school site council, meets the content requirements for all applicable programs included, is based on an analysis of current practices and student academic performance, and reasonably links improvement strategies to identified needs of the school and students. The Superintendent or designee also ensures consistency between the specific actions included in the district's local control and accountability plan and the strategies identified in each school's SPSA.** ~~He/she shall submit to the Governing Board his/her recommendations for plan approval or recommendations regarding any subsequent material revisions of the plan.~~

The Board shall, **at a regularly scheduled Board meeting,** review and approve each school's ~~single plan~~ **SPSA for student achievement at a regularly scheduled meeting.** The Board also ~~shall review and approve any subsequent~~ **whenever there are any material** revisions that ~~include material changes affecting the academic programs for students participating in these categorical programs addressed in the SPSA.~~ The Board shall certify that, ~~to the extent allowable under federal law, the plan is consistent with district local improvement plans required as a condition of receiving federal funding.~~ (Education Code 64001)

If the Board does not approve a school's SPSA, it shall communicate its specific reasons for disapproval of the plan to the school site council. The school site council shall then revise and resubmit the SPSA to the Board for its approval. (Education Code 64001)

The Superintendent or designee shall ensure that ~~principals and members of each school administrators and school site council members~~ receive training on the roles and responsibilities of the **school** site council. ~~To the extent necessary, he/she shall ensure that site councils receive the resources necessary in order to perform their role effectively.~~

The SPSA may serve as the school improvement plan required when a school is identified for targeted or comprehensive support pursuant to 20 USC 6303. (Education Code 64001)

~~(cf. 0500 - Accountability)~~

School Site Block Grants

~~Upon receipt of state funding for school site block grants, the Board shall allocate the funds to district schools on an equal per pupil basis. (AB 1802, Sec. 43, Statutes of 2006)~~

~~The school's use of the funds allocated through this block grant shall be proposed by the school site council or, if the school does not have a school site council, by a schoolwide advisory group or school support group. (AB 1802, Sec. 43, Statutes of 2006)~~

~~The Board encourages school site councils to fund the highest priority needs identified in school improvement plans. The school site council shall provide the Superintendent or designee and the Board with a written proposal that includes a statement of the identified need(s) and how the funds will be used to enhance the educational program.~~

Any complaint alleging noncompliance with requirements related to the establishment of school site councils or the development of the SPSA may be filed with the district in accordance with the district's uniform complaint procedures pursuant to 5 CCR 4600-4670 and BP/AR 1312.3 - Uniform Complaint Procedures. (Education Code 64001)

(cf. 1312.3 - Uniform Complaint Procedures)

Legal Reference:

EDUCATION CODE

~~52-53 Designation of schools
8240-8244 General child care and development programs
8750-8754 Conservation education
18100-18203 School libraries
32228-32228.5 School safety and violence prevention
33133 Information guide for school site councils
35147 Open meeting laws exceptions
41500-41573 Categorical education block grants
44500-44508 Peer Assistance and Review Program
44520-44534 New Careers Program
48400-48403 Compulsory continuation education
48430-48438 Continuation education
48660-48667 Community day schools
51745-51749.3 Independent study
51760-51769.5 Work experience education
51870-51874 Educational technology
52053-52055.55 Immediate Intervention/Underperforming Schools Program
52055.700-52055.770 Quality Education Investment Act
52060-52077 Local control and accountability plan
52176 English Learner aAdvisory committees
52200-52212 Gifted and Talented Education Program
52300-52346 Regional occupational centers
52500-52617 Adult education, including:
52610-52616.24 Adult education finances
52800-52887 School Based Program Coordination Act
52890 Qualifications and duties of outreach consultants
54000-54028 Educationally Disadvantaged Youth Programs
54100-54145 Miller-Unruh Basic Reading Act
54425 Advisory committees (compensatory education)
54650-54659 Education Improvement Incentive Program
54740-54749.5 California School Age Families Education Program
56000-56867 Special education
64000 Categorical programs included in consolidated application
64001 Single school plan for student achievement, consolidated application programs~~

56000-56867 *Special education*
 64000 *Categorical programs included in consolidated application*
 64001 *School plan for student achievement, consolidated application programs*
 65000-65001 *School site councils*
REPEALED EDUCATION CODE FOR CATEGORICAL PROGRAMS
 52012 *Establishment of school site council*
 52014-52015 *School plans*
HEALTH AND SAFETY CODE
 104420 *Tobacco use prevention*
MILITARY AND VETERANS CODE
 500-520.1 *California Cadet Corps*
AB 1802 UNCODIFIED 2006 STATUTE
 43 *School site block grants*
CODE OF REGULATIONS, TITLE 5
 3930-3937 *Compliance plans*
 4600-4670 *Uniform complaint procedures*
 11308 *English learner advisory committees*
UNITED STATES CODE, TITLE 20
 6303 *School improvement*
 6311 *State plan*
 6314 *Schoolwide programs; schoolwide program plan*
 6421-6472 *Programs for neglected, delinquent, and at-risk children and youth*
 6601-6651 *Teacher and Principal Training and Recruitment program*
 6801-7014 *Limited English proficient and immigrant students*
 7101-7165 *Safe and Drug Free Schools and Communities*
 7341-7355c *Rural Education Initiative*

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
A Guide and Template for the Single Plan for Student Achievement: A Handbook Resource for the School Site Councils, April 2006-February 2014
WESTED PUBLICATIONS
California Healthy Kids Survey
California School School Climate Survey
WEB SITES
California Department of Education, Single Plan for Student Achievement:
<http://www.cde.ca.gov/nclb/sr/le/singleplan.asp>
Center for Comprehensive School Reform and Improvement: <http://www.centerforesri.org>
U.S. Department of Education: <http://www.ed.gov>
WestEd: <http://www.wested.org>

SCHOOL PLANS/SITE COUNCILS

School Site Councils

~~When required for participation in any categorical program, Each district school that operates a program requiring the development of a school plan for student achievement (SPSA) pursuant to Education Code 64001 shall establish~~ **have a school site council or advisory committee composed of the following:** (Education Code 41507, 41572, 52852, 64001 **65000**)

~~The school site council shall be composed of the following:~~ (Education Code 41507, 41572, 52852)

1. The principal **or designee**
2. **Classroom tTeachers at the school**, selected by the school's **classroom teachers at the school**
3. Other school personnel **who are not teachers**, ~~chosen selected~~ by the school's other personnel **at the school who are not teachers**
4. Parents/guardians of students attending the school **and/or other members of the** ~~chosen by other such parents/guardians, or community members chosen selected~~ by the parents/guardians **as representatives of students attending the school**
5. ~~In~~ **If the school is a** secondary schools, students attending the school ~~chosen selected~~ by other such **secondary** students

(cf. 0450 – Comprehensive Safety Plan)

Half of the school site council membership shall consist of school staff **in the categories listed in items #1-3 above**, the majority of whom shall be classroom teachers. For **an** elementary school site councils, the remaining half shall be parents/guardians **and/or parent/guardian representatives community members**. For **a** secondary school site councils, the remaining half shall be ~~equal numbers of~~ parents/guardians, **community members, and/or** ~~(or parent/guardian representatives)~~ and students. (Education Code 41507, 41572, 52852 **65000**)

A district employee may serve as a parent/guardian representative on the site council of the school his/her child attends, provided the employee does not work at that school. (Education Code 52852 **65000**)

The bylaws of each school site council shall include the method of selecting members and officers, terms of office, responsibilities of council members, time commitment, and a policy of nondiscrimination and equity.

(cf. 0415 – Equity)

~~School site councils may function on behalf of other committees in accordance with law. (Education Code 52176, 52870, 54425; 5 CCR 3932)~~

School site councils shall operate in accordance with procedural meeting requirements established in Education Code 35147.

(cf. 1220 - Citizen Advisory Committees)

Single School Plan for Student Achievement

~~In order for a school to participate in any state or federal categorical program specified in Education Code 41506, 41571, 52055.700, or 64000, T~~the school site council shall approve, **develop and** annually review, and update a single plan for student achievement **an SPSA that addresses all federal and/or state categorical programs in which the school participates pursuant to Education Code 64000.** ~~If the school does not have a school site council, a schoolwide advisory group or school support group conforming to the composition requirements of the school site council listed above shall fulfill these responsibilities. (Education Code 41507, 41572, 52055.755, 64001)~~

~~*(cf. 0420.1 - School-Based Program Coordination)*
(cf. 0450 - Comprehensive Safety Plan)
(cf. 0520.2 - Title I Program Improvement Schools)
(cf. 0520.4 - Quality Education Investment Schools)
(cf. 3513.3 - Tobacco-Free Schools)
(cf. 4131 - Staff Development)
(cf. 4139 - Peer Assistance and Review)
(cf. 5147 - Dropout Prevention)
(cf. 5148.1 - Child Care Services for Parenting Students)
(cf. 6020 - Parent Involvement)
(cf. 6142.91 - Reading/Language Arts Instruction)
(cf. 6163.1 - Library Media Centers)
(cf. 6164.2 - Counseling/Guidance Services)
(cf. 6171 - Title I Programs)
(cf. 6174 - Education for English Language Learners)~~

The single plan for student achievement-SPSA shall be aligned **developed** with the review, **certification, and advice of the school English learner advisory committee, if required.** ~~School goals for improving student achievement and shall be based on an analysis of verifiable state data, including the Academic Performance Index (API) and the California English Language Development Test (CELDT), and any other data voluntarily developed by the district to measure student achievement. (Education Code 64001)~~

~~*(cf. 6174 - Education for English Learners)*~~

Other school and district committees, including, but not limited to, a parent advisory committee established to review and comment on the district's local control and accountability plan (LCAP);, advisory committees established for special education programs, may also be consulted on the content of the plan

~~*(cf. 0460 - Local Control and Accountability Plan)*
(cf. 6190 - Evaluation of the Instructional Program)~~

Before developing the content of the SPSA, the school site council shall conduct a comprehensive needs assessment pursuant to 20 USC 6314, including an analysis of verifiable state data consistent with the state priorities specified in Education Code 52060 and the indicators in the state accountability system. The school may consider any other data developed by the district to measure student outcomes. (Education Code 64001)

(cf. 0500 - Accountability)

(cf. 6162.5 - Student Assessment)

(cf. 6162.51 - State Academic Achievement Tests)

The plan shall, ~~at a minimum~~ **include all of the following:** (Education Code 64001)

- ~~1. Address how funds provided to the school through categorical programs will be used to improve the academic performance of all students to the level of the performance goals established by the API~~
- ~~2. Identify the school's means of evaluating progress toward accomplishing those goals~~
- ~~3. Identify how state and federal law governing these programs will be implemented~~
- 1. Goals to improve student outcomes, including goals that address the needs of student groups as identified through the needs assessment**
- 2. Evidence-based strategies, actions, or services**
- 3. Proposed expenditures based on the projected resource allocation from the district to address the findings of the needs assessment, including identifying resource inequities, which may include a review of the district's budgeting, the LCAP, and school-level budgeting, if applicable**

In addition to meeting the requirements common to all applicable school plans, the ~~single plan~~ SPSA shall address the **any** content required by law for each individual categorical program in which the school participates.

~~Plans developed for the state's Immediate Intervention/Underperforming Schools Program pursuant to Education Code 52054 or the federal Title I schoolwide programs pursuant to 20 USC 6314 shall satisfy the requirement for the single plan. (Education Code 64001)~~

(cf. 6171 - Title I Programs)

~~In developing or revising the single plan, the school site council shall:~~

- ~~1. Measure the effectiveness of current improvement strategies at the school~~
- ~~— The school site council shall analyze student performance based on state and local data, identify significant low performance among all student groups, and analyze instructional programs to determine program areas that need to be addressed in order to raise performance of student groups not meeting academic standards.~~

~~(cf. 6011 Academic Standards)~~

2. ~~Seek input from other school advisory committees as appropriate~~
3. ~~Reaffirm or revise school goals to serve as a basis for school improvement activities and expenditures~~
4. Revise improvement strategies and expenditures
- ~~— The school site council shall specify actions to be taken, dates by which actions are to be started and completed, expenditures needed to implement the action, the funding source, anticipated annual performance growth for each student group, and the means that will be used to evaluate progress toward each goal.~~
5. ~~Approve and recommend the plan to the Governing Board~~

The school site council shall approve the proposed SPSA at a meeting for which public notice has been posted. Whenever there are material revisions to the SPSA which affect the academic programs for students participating in applicable programs, the SPSA shall be submitted to the Governing Board for review and approval at a regularly scheduled Board meeting. (Education Code 35147, 64001)

The school site council shall regularly monitor the implementation and effectiveness of the SPSA and modify any activities that prove ineffective. At least once per year, the principal or designee shall evaluate results of improvement efforts and report to the Board, school site council, and other interested parties regarding progress toward school goals.

The school site council may amend the SPSA at any time through the same process required for the annual update of the plan.

~~The Superintendent or designee and the principal shall implement the strategies in the single plan and report to the school site council and the Board regarding progress toward school goals. The school site council shall monitor the implementation and effectiveness of the single plan and modify any activities that prove ineffective.~~

School Plans for Categorical Block Grants

~~Whenever a school participates in the state's categorical block grant programs for student retention and/or school and library improvement, the school site council shall develop a plan which shall include, but need not be limited to: (Education Code 41507, 41572)~~

1. ~~Curricula, instructional strategies, and materials responsive to the individual educational needs and learning styles of each student that enables all students to do all of the following:~~
 - a. ~~Make continuous progress and learn at a rate appropriate to their abilities~~

- b. ~~Master basic skills in language development and reading, writing, and mathematics~~
- e. ~~Develop knowledge and skills in other aspects of the curricula, such as arts and humanities; physical, natural, and social sciences; multicultural education; physical, emotional, and mental health; consumer economics; and career education~~
- d. ~~Pursue educational interests and develop esteem for self and others; personal and social responsibility, critical thinking, and independent judgment~~

(cf. 5148—Child Care and Development)
(cf. 6158—Independent Study)
(cf. 6184—Continuation Education)
(cf. 6185—Community Day School)

- 2. ~~Consideration of the use of community resources to achieve instructional improvement objectives~~

- 3. ~~Consideration of the use of education technology~~

(cf. 0440—District Technology Plan)

- 4. ~~A staff development program for teachers, other school personnel, paraprofessionals, and volunteers~~

(cf. 1240—Volunteer Assistance)
(cf. 4131.1—Beginning Teacher Support/Induction)
(cf. 4138—Mentor Teachers)
(cf. 4222—Teacher Aides/Paraprofessionals)
(cf. 4231—Staff Development)

- 5. ~~Provisions for utilization of the student success team process to identify and assess the needs of students who are dropouts or potential dropouts, and to develop programs to meet those needs~~

(cf. 5147—Dropout Prevention)
(cf. 5149—At Risk Students)
(cf. 6164.5—Student Success Teams)

- 6. ~~Procedures for coordinating services from funding sources at the school level to help students participate successfully in the core academic curricula and specialized curricula related to jobs and career opportunities~~

(cf. 6178—Career Technical Education)
(cf. 6178.1—Work Experience Education)

- 7. ~~Instructional and auxiliary services to meet the special needs of students who are limited English speaking, including instruction in a language they understand; educationally disadvantaged students; gifted and talented students; and students with disabilities~~

~~(cf. 6172—Gifted and Talented Student Program)~~

8. ~~Improvement of the classroom and school environments, including improvement of relationships between and among students, school personnel, parents/guardians, and the community, and reduction of the incidence of violence and vandalism among students~~

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

~~(cf. 5138—Conflict Resolution/Peer Mediation)~~

9. ~~Improvement of student attendance, including parent/guardian awareness of the importance of regular school attendance~~

~~(cf. 5113—Absence and Excuses)~~

~~(cf. 5113.1—Chronic Absence and Truancy)~~

10. ~~The proposed expenditure of block grant funds and the degree to which expenditures meet the plan's criteria~~
11. ~~Other activities and objectives established by the school site council~~
12. ~~A process for ongoing evaluation and modification of the plan~~

~~The evaluation shall be based on the degree to which the school is meeting the plan's objectives, student achievement, and improved school environment. An improved school environment shall be measured by indicators such as the incidence of absenteeism, suspension and expulsion, dropouts, school violence, vandalism and theft; student attitudes towards the school, self, and others; absenteeism among staff, staff resignations, and requests for transfers; and satisfaction of students, parents/guardians, teachers, administrators, and staff.~~

~~In addition, any school receiving state funding for school and library improvement shall incorporate plans pertaining to school libraries. (Education Code 41572)~~

~~The student retention and/or school and library improvement plans shall be incorporated into the school's single plan for student achievement as described in the above section. (Education Code 41507, 41572)~~

School Site Block Grants

~~The school site council may propose any one-time educational purpose for the use of funds allocated to school sites under school site block grants, including, but not limited to, the following purposes: (AB 1802, Sec. 43, Statutes of 2006)~~

1. ~~Instructional materials~~
2. ~~Classroom and laboratory supplies and materials~~
3. ~~School and classroom library materials~~

- 4.——Educational technology
- 5.——Deferred maintenance
- 6.——Expenditures designed to close the achievement gap
- 7.——Professional development

Regulation
approved: September 17, 2012
revised:

LAKESIDE UNION SCHOOL DISTRICT
Lakeside, California

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 2/14/19

Agenda Item:

Board Policy 0460, Local Control and Accountability Plan

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

First Reading: Policy and regulation updated to reflect **NEW LAW (AB 2878)** which expands the state priority on parent involvement that must be addressed in the local control and accountability plan (LCAP) to include family engagement. Policy also reflects **NEW LAW (AB 1808)** which requires consultation on plan development with special education local plan administrator(s) and, by July 1, 2019, requires districts to develop a local control funding formula budget overview for parents/guardians in conjunction with the LCAP. Policy reflects **NEW LAW (AB 1840)** which requires the State Board of Education to expand the LCAP template by January 31, 2020 to include specified information. Section on "Technical Assistance/Intervention" updated to reflect AB 1808 which establishes a single statewide system of support for districts and schools, and AB 1840 which provides that a district receiving an emergency apportionment will be deemed to have been referred to the California Collaborative for Educational Excellence. Regulation updated to reflect AB 1840 which requires data in the LCAP to be reported in a manner consistent with the California School Dashboard and requires districts to post their LCAP prominently on the homepage of their web site. Section on "Annual Updates" deleted since the annual updates follow the same process and adhere to the same template as the initial LCAP.

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Recommended Action:

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

Originating Department/School: Superintendent's Office

Submitted/Recommended By:


Principal/Department Head Signature

Approved for Submission to the Governing Board:


Dr. Andy Johnsen, Superintendent

Reviewed by Cabinet Member: 

LOCAL CONTROL AND ACCOUNTABILITY PLAN

The Governing Board desires to ensure the most effective use of available funding to improve outcomes for all students. A ~~community-based~~, comprehensive, data-driven planning process shall be used to identify annual goals and specific actions **which are aligned with the district budget** and to facilitate continuous improvement of district practices.

(cf. 0000 - Vision)

(cf. 0200 - Goals for the School District)

(cf. 0415 - Equity)

The Board shall adopt a districtwide local control and accountability plan (LCAP), ~~following based on the template provided in 5 CCR 15497.5, adopted by the State Board of Education,~~ that addresses the state priorities in Education Code 52060 and any local priorities adopted by the Board. The LCAP shall be updated on or before July 1 of each year and, ~~like the district budget, shall cover the next fiscal year and two subsequent two fiscal years.~~ (Education Code 52060, **52064**; 5 CCR **15494-15497.5**)

(cf. 3100 - Budget)

The LCAP shall focus on improving outcomes for all students, particularly those who are "unduplicated students" **or are part of any numerically significant student subgroup that is at risk of or is and other** underperforming students.

Unduplicated students include students who are eligible for free or reduced-price meals, English learners, and foster youth **as defined in Education Code 42238.01 and are counted only once** for purposes of the local control funding formula (LCFF). (Education Code 42238.02)

(cf. 3553 - Free and Reduced Price Meals)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6174 - Education for English Language Learners)

Numerically significant student subgroups include ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students, when there are at least 30 students in the subgroup or at least 15 foster youth or homeless students. (Education Code 52052)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

(cf. 6173 - Education for Homeless Children)

The Superintendent or designee shall review the ~~single~~ **school** plan for student achievement (SPSA) submitted by each district school pursuant to Education Code 64001 to ensure that the specific actions included in the LCAP are consistent with strategies included in the SPSA. (Education Code 52062)

(cf. 0420 - School Plans/Site Councils)

The LCAP shall also be aligned with other district and school plans to the extent possible in order to minimize duplication of effort and provide clear direction for program implementation.

(cf. 0400 - Comprehensive Plans)

(cf. 0440 - District Technology Plan)

(cf. 0450 - Comprehensive Safety Plan)

(cf. 5030 - Student Wellness)

(cf. 6171 - Title I Programs)

(cf. 7110 - Facilities Master Plan)

As part of the LCAP adoption and annual update to the LCAP, the Board shall separately adopt an LCFF budget overview for parents/guardians, based on the template developed by the SBE, which includes specified information relating to the district's budget. The budget overview shall be adopted, reviewed, and approved in the same manner as the LCAP and the annual update. (Education Code 52064.1)

Any complaint that the district has not complied with legal requirements pertaining to the LCAP may be filed pursuant to AR 1312.3 - Uniform Complaint Procedures. (Education Code 52075)

(cf. 1312.3 - Uniform Complaint Procedures)

Plan Development

The Superintendent or designee shall gather data and information needed for effective and meaningful plan development and present it to the Board and community. Such data and information shall include, but not be limited to, data regarding the numbers of students in various student subgroups, disaggregated data on student achievement levels, and information about current programs and expenditures.

The Board shall consult with teachers, principals, administrators, other school personnel, employee bargaining units, parents/guardians, and students in developing the LCAP. Consultation with students shall enable unduplicated students and other numerically significant student subgroups to review and comment on LCAP development and may include surveys of students, student forums, student advisory committees, and/or meetings with student government bodies or other groups representing students. (Education Code 52060; 5 CCR 15495)

(cf. 1220 - Citizen Advisory Committees)

(cf. 4140/4240/4340 - Bargaining Units)

(cf. 6020 - Parent Involvement)

Public Review and Input

The Board shall establish a parent advisory committee to review and comment on the LCAP. The committee shall be composed of a majority of parents/guardians and shall include ~~at least one~~ ~~one~~ parents/guardians of an unduplicated students as defined above. (Education Code 52063; 5 CCR 15495)

Whenever district enrollment includes at least 15 percent English learners, with at least 50 students who are English learners, the Board shall establish an English learner parent advisory committee composed of a majority of parents/guardians of English learners **to review and comment on the LCAP.** (Education Code 52063; 5 CCR 15495)

The Superintendent or designee shall present the LCAP to the committee(s) before it is submitted to the Board for adoption, and shall respond in writing to comments received from the committee(s). (Education Code 52062)

The Superintendent or designee shall notify members of the public of the opportunity to submit written comments regarding the specific actions and expenditures proposed to be included in the LCAP. The notification shall be provided using the most efficient method of notification possible, which may not necessarily include producing printed notices or sending notices by mail. All written notifications related to the LCAP shall be provided in the primary language of parents/guardians when required by Education Code 48985. (Education Code 52062)

(cf. 5145.6 - Parental Notifications)

The Board shall hold at least one public hearing to solicit the recommendations and comments of members of the public regarding the specific actions and expenditures proposed to be included in the LCAP. The public hearing shall be held at the same meeting as the budget hearing required pursuant to Education Code 42127 and AR 3100 - Budget. (Education Code 42127, 52062)

(cf. 9320 - Meetings and Notices)

As part of the parent/guardian and community engagement process, the district shall solicit input on effective and appropriate instructional methods, including, but not limited to, establishing language acquisition programs to enable all students, including English learners and native English speakers, to have access to the core academic content standards and to become proficient in English. (Education Code 305-306)

The Superintendent or designee shall consult with the administrator(s) of the special education local plan area of which the district is a member to ensure that specific actions for students with disabilities are included in the LCAP and are consistent with strategies included in the annual assurances support plan for the education of students with disabilities. (Education Code 52062)

(cf. 0430 - Comprehensive Local Plan for Special Education)

The Board shall hold at least one public hearing to solicit the recommendations and comments of members of the public regarding the specific actions and expenditures proposed to be included in the LCAP. The public hearing shall be held at the same meeting as the budget hearing required pursuant to Education Code 42127 and AR 3100 - Budget. (Education Code 42127, 52062)

(cf. 9320 - Meetings and Notices)

Adoption of the Plan

The Board shall adopt the LCAP prior to adopting the district budget, but at the same public meeting. This meeting shall be held after the public hearing described above, but not on the same day as the hearing. **(Education Code 52062)**

The Board may adopt revisions to the LCAP at any time during the period in which the plan is in effect, provided the Board follows the process to adopt the LCAP pursuant to Education Code 52062 and the revisions are adopted in a public meeting. (Education Code 52062)

Submission of Plan to County Superintendent of Schools

Not later than five days after adoption of the LCAP, **the district budget, and the LCFF budget overview for parents/guardians**, the Board shall file the **LCAP, the budget, and the budget overview** with the County Superintendent of Schools. (Education Code **42127, 52064.1**, 52070)

If the County Superintendent sends, by August 15, a written request for clarification of the contents of the LCAP, the Board shall respond in writing within 15 days of the request. If the County Superintendent then submits recommendations for amendments to the LCAP within 15 days of receiving the Board's response, the Board shall consider those recommendations in a public meeting within 15 days of receiving the recommendations. (Education Code 52070)

If the County Superintendent does not approve the district's LCAP, the Board shall accept technical assistance from the County Superintendent focused on revising the plan so that it can be approved. (Education Code 52071)

Monitoring Progress

The Superintendent or designee shall report to the Board, at least annually in accordance with the timeline and indicators established by ~~him/her~~ **the Superintendent** and the Board, regarding the district's progress toward attaining each goal identified in the LCAP. Evaluation shall include, but not be limited to, an assessment of district and school performance ~~based on evaluation rubrics adopted by the State Board of Education pursuant to Education Code 52064.5~~ **reported on the California School Dashboard**. Evaluation data shall be used to recommend any necessary revisions to the LCAP.

(cf. 0500 - Accountability)

Technical Assistance/Intervention

~~When it is in the best interest of the district~~ **At its discretion**, the Board may submit a request to the County Superintendent for technical assistance, including, but not limited to: (Education Code 52071)

1. Assistance in ~~the identification of~~ **identifying** district strengths and weaknesses in regard to state priorities, **which includes the** and review of **performance data on the state and local indicators included in the Dashboard and other relevant local data**,

and in identifying effective, evidence-based programs or practices that address any areas of weakness apply to the district's goals

2. Assistance from an academic expert, **programmatic, or fiscal expert** or team of academic experts, **in identifying and implementing effective programs and practices that are designed to improve performance in any identified areas of weakness. The district may engage other service providers, including, but not limited to or another school districts, county offices of education, or charter schools, to provide such assistance.** ~~in the county in identifying and implementing effective programs to improve the outcomes for student subgroups~~
3. ~~Advice and assistance from the California Collaborative for Educational Excellence established pursuant to Education Code 52074~~

If the County Superintendent offers the district technical assistance in the event that one or more the district's numerically significant student subgroups are identified based on performance criteria established pursuant to Education Code 52064.5, the Board shall provide the County Superintendent timely documentation of the district's completion of activities listed in items #1-2 above, maintain regular communication with the County Superintendent, and take all necessary steps to ensure district compliance with other requirements specified in Education Code 52071.

If referred to the California Collaborative for Educational Excellence by either the County Superintendent or the Superintendent of Public Instruction (SPI), the district shall implement the recommendations of that agency in order to accomplish the goals set forth in the district's LCAP. (Education Code 52071, 52074)

~~In the event that the County Superintendent requires the district to receive technical assistance pursuant to Education Code 52071, the Board shall review all recommendations received from the County Superintendent or other advisor and shall consider revisions to the LCAP as appropriate in accordance with the process specified in Education Code 52062.~~

~~If the Superintendent of Public Instruction (SPI) identifies the district as needing intervention pursuant to Education Code 52072, the district shall cooperate with any action taken by the SPI or any academic advisor appointed by the SPI, which may include one or more of the following: (Education Code 52071)~~

1. Revision of the district's LCAP
2. Revision of the district's budget in accordance with changes in the LCAP
3. A determination to stay or rescind any district action that would prevent the district from improving outcomes for all student subgroups, provided that action is not required by a collective bargaining agreement

Legal Reference:

EDUCATION CODE

305-306 English language education

17002 State School Building Lease-Purchase Law, including definition of good repair

33430-33436 *Learning Communities for School Success Program; grants for LCAP implementation*
 41020 *Audits*
41320-41322 Emergency apportionments
 42127 *Public hearing on budget adoption*
 42238.01-42238.07 *Local control funding formula*
 44258.9 *County superintendent review of teacher assignment*
 48985 *Parental notices in languages other than English*
 51210 *Course of study for grades 1-6*
 51220 *Course of study for grades 7-12*
 52052 *Academic Performance Index; numerically significant student subgroups*
52059.5 Statewide system of support
 52060-52077 *Local control and accountability plan*
 52302 *Regional occupational centers and programs*
 52372.5 *Linked learning pilot program*
 54692 *Partnership academies*
 60119 *Sufficiency of textbooks and instructional materials; hearing and resolution*
 60605.8 *California Assessment of Academic Achievement; Academic Content Standards Commission*
~~60811.3 *Assessment of language development*~~
 64001 *Single plan for student achievement*
 99300-99301 *Early Assessment Program*
WELFARE AND INSTITUTIONS CODE
300 Dependent child of the court
CODE OF REGULATIONS, TITLE 5
 15494-15497.5 *Local control and accountability plan and spending requirements*
UNITED STATES CODE, TITLE 20
 6312 *Local educational agency plan*
 6826 *Title III funds, local plans*

Management Resources:

CSBA PUBLICATIONS

The California School Dashboard and Small Districts, October 2018

Promising Practices for Developing and Implementing LCAPs, Governance Brief, November 2016

LCFF Rubrics, Issue 1: What Boards Need to Know About the New Rubrics, Governance Brief, rev. October 2016

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Accounting Manual

California School Dashboard

Every Student Succeeds Act—Update #6, January 18, 2017

LCFF Frequently Asked Questions

Local Control and Accountability Plan and Annual Update (LCAP) Template

Family Engagement Framework: A Tool for California School Districts, 2014

California Career Technical Education Model Curriculum Standards, 2013

California Common Core State Standards: English Language Arts and Literacy in History/Social Studies, Science, and Technical Subjects, rev. 2013

California Common Core State Standards: Mathematics, rev. 2013

California English Language Development Standards, 2012

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

California School Dashboard: <http://www.caschooldashboard.org>

Policy
 adopted: September 17, 2012
 revised: June 22, 2017

LAKESIDE UNION SCHOOL DISTRICT
 Lakeside, California

LOCAL CONTROL AND ACCOUNTABILITY PLAN

Goals and Actions Addressing State and Local Priorities

The district's local control and accountability plan (LCAP) **and annual updates** shall include, for the district and each district school: (Education Code 52060)

1. A description of the annual goals established for all students and for each numerically significant subgroup as defined in Education Code 52052, including ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students. The LCAP shall identify goals for each of the following state priorities:

- a. The degree to which district teachers are appropriately assigned in accordance with Education Code 44258.9 and fully credentialed in the subject areas and for the students they are teaching; every district student has sufficient access to standards-aligned instructional materials as determined pursuant to Education Code 60119; and school facilities are maintained in good repair as specified in Education Code 17002

(cf. 1312.4 - Williams Uniform Complaint Procedures)

(cf. 3517 - Facilities Inspection)

(cf. 4112.2 - Certification)

(cf. 4113 - Assignment)

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

- b. Implementation of the academic content and performance standards adopted by the State Board of Education (SBE), including how the programs and services will enable English learners to access the Common Core State Standards and the English language development standards for purposes of gaining academic content knowledge and English language proficiency

(cf. 6011 - Academic Standards)

(cf. 6174 - Education for English Language Learners)

- c. Parent/guardian involvement **and family engagement**, including efforts the district makes to seek parent/guardian input in district and school site decision making and how the district will promote parent/guardian participation in programs for unduplicated students, as defined in Education Code 42238.02 and Board policy, **and students with disabilities**

(cf. 3553 - Free and Reduced Price Meals)

(cf. 6020 - Parent Involvement)

(cf. 6173.1 - Education for Foster Youth)

- d. Student achievement, as measured by all of the following as applicable:

- (1) Statewide assessments of student achievement
- (2) Academic Performance Index
- (3) ~~The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study that satisfy specified requirements and align with SBE-approved career technical education standards and frameworks, including, but not limited to, those described in Education Code 52302, 52372.5, or 54692~~
- (42) The percentage of English learners who make progress toward English proficiency as measured by the SBE-certified assessment of English proficiency
- (53) The English learner reclassification rate
- (6) ~~The percentage of students who have passed an Advanced Placement examination with a score of 3 or higher~~
- (7) ~~The percentage of students who participate in and demonstrate college preparedness in the Early Assessment Program pursuant to Education Code 99300-99301~~

(cf. 0500 - Accountability)
~~*(cf. 6141.5 - Advanced Placement)*~~
~~*(cf. 6162.5 - Student Assessment)*~~
~~*(cf. 6162.51 - State Academic Achievement Tests)*~~
~~*(cf. 6178 - Career Technical Education)*~~

- e. Student engagement, as measured by school attendance rates, chronic absenteeism rates, middle school dropout rates, ~~high school dropout rates, and high school graduation rates,~~ as applicable

~~*(cf. 6146.1 - High School Graduation Requirements)*~~
~~*(cf. 5113.1 - Chronic Absence and Truancy)*~~
~~*(cf. 5147 - Dropout Prevention)*~~

- f. School climate, as measured by student suspension and expulsion rates and other local measures, including surveys of students, parents/guardians, and teachers on the sense of safety and school connectedness, as applicable

~~*(cf. 5137 - Positive School Climate)*~~
~~*(cf. 5144 - Discipline)*~~
~~*(cf. 5144.1 - Suspension and Expulsion/Due Process)*~~
~~*(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))*~~

- g. The extent to which students have access to and are enrolled in a broad course of study that includes all of the subject areas described in Education Code 51210

and 51220, as applicable, including the programs and services developed and provided to unduplicated students and students with disabilities, and the programs and services that are provided to benefit these students as a result of supplemental and concentration funding pursuant to Education Code 42238.02 and 42238.03

(cf. 6143 - Courses of Study)

(cf. 6159 - Individualized Education Program)

- h. Student outcomes, if available, in the subject areas described in Education Code 51210 and 51220, as applicable

2. Any goals identified for any local priorities established by the Board.

(cf. 0200 - Goals for the School District)

3. A description of the specific actions the district will take during each year of the LCAP to achieve the identified goals, including the enumeration of any specific actions necessary for that year to correct any deficiencies in regard to the state and local priorities specified in items #1-2 above. Such actions shall not supersede provisions of existing collective bargaining agreements within the district.

For purposes of the descriptions required by items #1-3 above, the Board may consider qualitative information, including, but not limited to, findings that result from any school quality reviews conducted pursuant to Education Code 52052 or any other reviews. (Education Code 52060)

For any local priorities addressed in the LCAP, the Board and Superintendent or designee shall identify and include in the LCAP the method for measuring the district's progress toward achieving those goals. (Education Code 52060)

To the extent practicable, data reported in the LCAP shall be reported in a manner consistent with how information is reported on a ~~school accountability report card~~ **The California School Dashboard**. (Education Code 52060)

~~*(cf. 0510 - School Accountability Report Card)*~~

Increase or Improvement in Services for Unduplicated Students

The LCAP shall demonstrate how the district will increase or improve services for unduplicated students at least in proportion to the increase in funds apportioned on the basis of the number and concentration of unduplicated students. (5 CCR 15494-15496)

When the district expends supplemental and/or concentration funds on a districtwide or schoolwide basis during the year for which the LCAP is adopted, the district's LCAP shall: (5 CCR 15496)

1. Identify those services that are being funded and provided on a districtwide or schoolwide basis

2. Describe how **such** services are principally directed towards, and are effective in, meeting the district's goals for unduplicated students in the state priority areas and any local priority areas
3. If the enrollment of unduplicated students is less than 55 percent of district enrollment or less than 40 percent of school enrollment, describe how these services are the most effective use of the funds to meet the district's goals for its unduplicated students in the state priority areas and any local priority areas. The description shall provide the basis for this determination, including, but not limited to, any alternatives considered and any supporting research, experiences, or educational theory. (~~5 CCR 15496~~)

Annual Updates

~~On or before July 1 of each year, the LCAP shall be updated using the template in 5 CCR 15497.5 and shall include all of the following: (Education Code 52061)~~

- ~~1. A review of any changes in the applicability of the goals described in the existing LCAP pursuant to the section "Goals and Actions Addressing State and Local Priorities" above~~
- ~~2. A review of the progress toward the goals included in the existing LCAP, an assessment of the effectiveness of the specific actions described in the existing LCAP toward achieving the goals, and a description of changes to the specific actions the district will make as a result of the review and assessment~~
- ~~3. A listing and description of the expenditures for the fiscal year implementing the specific actions included in the LCAP and the changes to the specific actions made as a result of the reviews and assessment required by items #1-2 above~~
- ~~4. A listing and description of expenditures for the fiscal year that will serve unduplicated students and students redesignated as fluent English proficient~~

Availability of the Plan

The Superintendent or designee shall **prominently** post the LCAP, ~~and any updates or revisions to the LCAP, and the LCFF budget overview for parents/guardians~~ on the **homepage of the** district's web site. (Education Code **52064.1**, 52065)

(cf. 1113 - District and School Web Sites)

Regulation
reviewed: July 9, 2015
revised:

LAKESIDE UNION SCHOOL DISTRICT
Lakeside, California