

LAKESIDE UNION SCHOOL DISTRICT

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

Audience:
Meeting ID: 947 9256 2765
Meeting Password: 947175
Public Comment Form

May 13, 2021
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).

Please take notice that the Governor of California issued Executive Order N-29-20 on March 17, 2020. This Order provides, in part, as follows: "All requirements in...the Brown Act expressly or impliedly requiring the physical presence of members, the clerk or other personnel of the body, or of the public as a condition of participation in or quorum for a public meeting are hereby waived."

Members of the public may attend the Board meeting, observe the meeting, and/or participate in public comment telephonically by logging onto Zoom with the meeting ID and password listed at the top OR you may participate in person with safety precautions. Members of the public who wish to participate in public comment are encouraged to fill out the form **1 hour in advance** of the meeting using the **Public Comment Form**.

A. CALL TO ORDER AND ROLL CALL

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

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

C. CLOSED SESSION

1. Confidential Student Matters, pursuant to Government Code §54957; and
2. Conference with Labor Negotiator, Erin Garcia, regarding the California School Employees Association and its Lakeside Chapter No. 240, pursuant to Government Code §54957.6; and
3. Conference with Labor Negotiator, Erin Garcia, regarding the Lakeside Teachers Association, pursuant to Government Code §54957.6; and
4. Employment of New Superintendent, pursuant to Government Code §54957.6; and
5. Public Employee Evaluation, Superintendent, pursuant to Government Code §54957

D. OPENING PROCEDURES – 6:00PM

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

E. TRUSTEE REPORTS AND COMMENTS

Trustees will report and comment as desired.

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

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

G. PRESENTATIONS

1. Superintendent **Dr. Andy Johnsen** will present overall district updates.
2. **César Morales**, Executive Director of Human Resources, will recognize our retirees for the 2020-21 school year.
3. **Dr. Natalie Winspear**, Executive Director of Pupil Services, will present a progress report on the work of the District Equity Committee.
4. **Dr. Kim Reed**, Assistant Superintendent, will present details on the Expanded Learning Opportunities Grant.
5. **Approval** is requested of the Expanded Learning Opportunities Grant plan for providing supplemental instruction and support to students, including those identified as needing academic, social-emotional, and other supports.
6. **Erin Garcia**, Assistant Superintendent, and **Todd Owens**, Maintenance, Transportation & Operations Director, will give a Transportation update.

H. PUBLIC HEARING/ACTION ITEMS

1. **PUBLIC HEARING** – The Board will hear input regarding the Initial Re-Opener Proposal from the District to the California School Employees Association and its Chapter 240 so that negotiations for the 2021-22 school year may commence.
2. **Approval** is requested of the Initial Re-Opener Proposal for 2021-22 from the District to the California School Employees Association and its Chapter 240.
3. **PUBLIC HEARING** – Regarding the Initial Re-Opener Proposal from the California School Employees Association and its Chapter 240 to the District.
INFORMATION - To hear comments regarding the Initial Re-Opener Proposal from the California School Employees Association and its Chapter 240 to the District so that negotiations for the 2021-22 school year may commence.

I. ITEMS OF BUSINESS

1.1 Designate consent agenda items.

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

1.2 Discussion/adoption of consent agenda items.

SUPERINTENDENT

- 2.1 **Adoption** is requested of the minutes of the regular board meeting of April 15, 2021; and the special board meetings of April 28, 2021 and May 6, 2021.
- 2.2 **Adoption** is requested of Resolution No. 2021-30, recognizing and honoring the classified employees for their caring and incalculable contributions to the children of Lakeside.
- 2.3 **Adoption** is requested of a revision to the 2020-21 School and Employee Calendar, changing the release time for the last day of school from a minimum day to an early release day, due to COVID instructional minutes requirements.
- 2.4 **Consideration/Action** is requested regarding Board Member vacancy, pursuant to Education Code §5091(a)(1), to order an election or determine to make a provisional appointment within 60 days of the vacancy.

HUMAN RESOURCES

- 3.1 **Approval/ratification** is requested of Personnel Assignment Order 2021-14.
- 3.2 **Approval** is requested of a new certificated job description: Learning Loss Mitigation Teacher. This position is part of the 2021-22 Expanded Learning Opportunities Grant (ELOG) focused on learning loss interventions.

BUSINESS SERVICES

- 4.1 **Approval** is requested of the following monthly business reports: A) Commercial Warrants; B) Revolving Cash; C) Purchase Orders and Change Orders; and D) Purchase Card Expenditures.
- 4.2 **Adoption** is requested of the following resolutions: A) Resolution No. 2021-26, designating authorized agents to receive mail and pick up warrants at the County Office of Education; B) Resolution No. 2021-27, for Erin Garcia and Brenda Huyser to be the authorized agents for Payment Order; C) Resolution No. 2021-28, designating Erin Garcia as the authorized agent to sign the school orders (commercial warrants); D) Resolution No. 2021-29, authorizing the replacement of warrants by the Superintendent, the Assistant Superintendent of Business, the Assistant Superintendent of Educational Services and the Finance Director.
- 4.3 **Approval/Ratification** is requested of the following annual contracts for the 2020-21 school year: A) Infinisource (Bus. Services); and B) Golden Rule Signs LLC (LV).

I. BUSINESS SERVICES (CONTINUED)

- 4.4 **Approval** is requested of a Side Letter of Agreement with the California School Employees Association and its Chapter 240 regarding the elimination of five instructional assistants – preschool and one preschool teacher.
- 4.5 **Approval** is requested of the purchase of 650 iPads from Apple, Inc. for 3rd grade students during the 2021-22 school year. Included is Mosyle Manager IOS, Logitech combo cases, and deployment services at a cost of \$304,905.23.
- 4.6 **Approval** is requested of the purchase of two new school buses and the **adoption** of Resolution No. 2021-32 to piggyback on the South County Support Services Agency Bid #1819-SC11-01 in the amount of \$170,650.86.
- 4.7 **Approval** is requested for the Child Nutrition Department to award the bid to Gold Star Foods as the bread vendor for the 2021-22 school year, as the lowest quote for the forecasted items and usages provided.
- 4.8 **Approval** is requested for the Child Nutrition Department to award the bid to Gold Star Foods as the produce vendor for the 2021-22 school year, as the lowest quote for the forecasted items and usages provided.
- 4.9 **Approval** is requested for the Child Nutrition Department to extend the renewal with Domino's Pizza as the pizza vendor for the 2021-22 school year, as the lowest quote for the forecasted items and usages provided.
- 4.10 **Approval** is requested of a contract with Heartland School Solutions for the 2021-22 school year. Heartland School Solutions is a cloud-based software program which supports the National School Lunch Program Regulations (NSLP) at a cost of \$6,591.
- 4.11 **Approval/Ratification** is requested of the following donations to the District: A) Erin Yamada donated an electric keyboard to Lakeside Middle School; B) various parents donated cases of water to the Lindo Park students; C) Skyline Church of Lakeside donated coffee and donuts to the staff on the first day back to school with students; and D) Donorschoose.org donated \$2,143.86 to Dahlia Rinck's classroom at Tierra del Sol Middle School.

PUPIL SERVICES

- 5.1 **Approval** is requested of a Settlement Agreement and General Release, via mediation, with a district family in the total amount of \$55,000 (NPS placement, attorney fees, educational fees).
- 5.2 **Approval** is requested of a Service Level Agreement with the San Diego Fire-Rescue Department's Automatic External Defibrillator (AED)/Public Access Defibrillation Program, San Diego Project Heartbeat in the amount of \$405 (PAD program - \$75; Each additional AED - \$25).

BOND

- 6.1 **Approval** is requested of the bond audit by Wilkinson Hadley King and Co. LLP for the 2019-20 fiscal year.

I. BOND (CONTINUED)

- 6.2 **Ratification** is requested of the contract with HP Inspections, Inc. for special inspection services on the Tierra del Sol Middle School gymnasium project at a cost of \$11,315.
- 6.3 **Ratification** is requested of Change Order No. 1 with Interpipe Contracting to correct unforeseen site conditions on the Tierra del Sol Middle School gymnasium project in the amount of \$22,327.03.
- 6.4 **Adoption** is requested of Resolution No. 2021-31, authorizing the issuance and sale of 2014 Election, Series C general obligation bonds and authorizing staff to execute necessary documents associated with the sale of the bonds. **Adoption** is requested of Resolution No. 2021-33, authorizing debt service estimate to be provided to the County of San Diego respecting unsold general obligation bonds of the Lakeside Union School District relating to fiscal year 2021-22.

BOARD POLICIES, REGULATIONS, EXHIBITS & BYLAWS

- 7.1 **Adoption** is requested of Administrative Regulation 0430: Comprehensive Local Plan for Special Education (minor revisions).
- 7.2 **Adoption** is requested of Board Policy 7210: Facilities Financing.

J. DISCUSSION

- 1. **First Reading** is requested of Administrative Regulation and Exhibit 1312.4: Williams Uniform Complaint Procedures.
- 2. **First Reading** is requested of Board Policy and Administrative Regulation 3230: Federal Grant Funds.
- 3. **First Reading** is requested of Administrative Regulation 3311.3: Design-Build Contracts.
- 4. **First Reading** is requested of Administrative Regulation 3320: Claims and Actions Against the District.
- 5. **First Reading** is requested of Board Policy and Administrative Regulation 5113.2: Work Permits.

K. INFORMATIONAL ITEMS

- 1. The enrollment report for Month 8, ending April 9, 2021.
- 2. Quarterly Investment Reports, San Diego County Treasury Investment Pool as of quarter ended on March 31, 2021.
- 3. Zero Williams complaints filed for quarter ending March 31, 2021.

L. REPORTS TO THE BOARD

1. Union Representatives:

- A. **Cathy Sprecco**, will present comments as the Lakeside Teachers Association President.
- B. **David Myers**, will present comments as the California School Employees Association President.

2. District Superintendents:

- A. **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.

M. ADJOURNMENT

Respectfully Submitted,

Andrew S. Johnsen, Ed.D.
Superintendent

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 5/13/21

Agenda Item:

Expanded Learning Opportunities Grant Plan

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

The Expanded Learning Opportunity Grant is Lakeside Union School District's plan for providing supplemental instruction and support to students, including those identified as needing academic, social-emotional, and other supports. The plan explains how the LUSD will use the funds it receives through the Expanded Learning Opportunities (ELO) Grant to implement a learning recovery program for at least the students included in one or more of the following groups: low-income students, English learners, foster youth, homeless students, students with disabilities, students at risk of abuse, neglect, or exploitation, disengaged students, and students who are below grade level, including, but not limited to, those who did not enroll in kindergarten in the 2020–21 school year and other students identified by certificated staff.

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Recommended Action:

☐ **Informational**

☐ **Denial**

☐ **Discussion**

☐ **Ratification**

☒ **Approval**

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

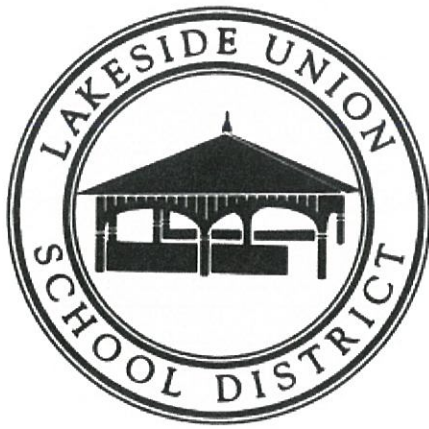
Originating Department/School: Ed Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:

Dr. Kim Reed, Assistant Superintendent

Dr. Andy Johnsen, Superintendent



Expanded Learning Opportunities Grant Plan

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Lakeside Union School District	Kim Reed Assistant Superintendent	kreed@lsusd.net (619) 390-2600

The following is the local educational agency’s (LEA’s) plan for providing supplemental instruction and support to students, including those identified as needing academic, social-emotional, and other supports, including the provision of meals and snacks. The plan will explain how the LEA will use the funds it receives through the Expanded Learning Opportunities (ELO) Grant to implement a learning recovery program for at least the students included in one or more of the following groups: low-income students, English learners, foster youth, homeless students, students with disabilities, students at risk of abuse, neglect, or exploitation, disengaged students, and students who are below grade level, including, but not limited to, those who did not enroll in kindergarten in the 2020–21 school year, credit-deficient students, high school students at risk of not graduating, and other students identified by certificated staff.

For specific requirements please refer to the Expanded Learning Opportunities Grant Plan Instructions.

Plan Descriptions

A description of how parents, teachers, and school staff were involved in the development of the plan.

Parents and staff gave input (including teachers) through a Thought Exchange survey where participants posted and rated ideas. Students in grades 5-8 gave input through a separate Thought Exchange survey where they, similarly, posted and rated ideas. Teachers (and administrators) additionally gave further input specific to the supplemental instruction and support strategies via an instructional committee meeting. Subsequently, the same committee gave feedback on the drafted plan. Both Classified and Certificated Union Leads also gave feedback on the drafted plan.

A description of how students will be identified and the needs of students will be assessed.

Academic: Students who need additional academic support will be identified through the use of Dynamic Indicator of Basic Early Literacy Skills (DIBELS), NWEA Measures of Academic Progress and teacher recommendation. Progress monitoring tools that reflect the targeted intervention will be used to assess growth.

Socio-Emotional: Students who need additional socio-emotional support will be identified through a teacher administered Student Risk Screening Scale (SRSS). Progress will be monitored dependent upon the intervention that is put in place.

A description of how parents and guardians of students will be informed of the opportunities for supplemental instruction and support.

Families of targeted students will be notified via email, text message and/or personal outreach by school site workers. Translation and interpretation in Spanish will be provided through districts' existing Community Liaison personnel

A description of the LEA's plan to provide supplemental instruction and support.

Socio-Emotional

Administration of SRSS as a universal screener to identify students who are at risk of challenging anti-social behaviors and/or abuse, neglect or exploitation

Expand Certified Behavior Specialist (addition of 1 position) to recommend targeted strategies for students who are struggling socio-emotionally

Expand Behavior Instructional Aides (addition of 2) to assist with implementing targeted behavior strategies and collecting data on progress

Expand mental health contract to provide intensive support students who are exhibiting signs of more severe trauma

Positive Behavior, Intervention and Support (PBIS) Instructional Aides at each site to provide universal, in-the-moment coaching for students on socio-emotional skills

Summer School: Counselor during summer school for small group, targeted support based on the results of the SRSS. Summer school teachers provide a universal socio-emotional curriculum

Summer School, 2022: Focus dependent upon SRSS results

Academic

Administration of NWEA MAP as a universal screener.

Summer School, 2021: targeted focus in grades K-2, phonics, grades 3-5, fluency, and grades 6-8, mathematics through the lens of inquiry-based learning to provide a rich, engaging learning environment and a positive school climate. Immersion classes will target language production (writing and speaking). Imagine Math online learning will be available universally with rewards for lessons completed.

Credentialed "Learning Loss Mitigation" teachers and Instructional Assistants will supplement current instruction to provide targeted and strategic support in phonics for grades K-2, fluency for grades 3-5 and grades 6-8, English and Mathematics.

Use of Imagine Math and Imagine Language and Literacy as a supplemental classroom intervention

Summer School, 2022: Focus dependent upon Winter NWEA MAP results

Expenditure Plan

The following table provides the LEA's expenditure plan for how it will use ELO Grant funds to support the supplemental instruction and support strategies being implemented by the LEA.

Supplemental Instruction and Support Strategies	Planned Expenditures	Actual Expenditures
Extending instructional learning time	\$472,003	
Accelerating progress to close learning gaps through the implementation, expansion, or enhancement of learning supports	\$2,129,141	
Integrated student supports to address other barriers to learning	\$330,000	
Community learning hubs that provide students with access to technology, high-speed internet, and other academic supports	\$0	
Supports for credit deficient students to complete graduation or grade promotion requirements and to increase or improve students' college eligibility	\$0	
Additional academic services for students	\$117,215	
Training for school staff on strategies to engage students and families in addressing students' social-emotional health and academic needs		

Supplemental Instruction and Support Strategies	Planned Expenditures	Actual Expenditures
Total Funds to implement the Strategies	\$3,048,359	

A description of how ELO Grant funds are being coordinated with other federal Elementary and Secondary School Emergency Relief Funds received by the LEA.

ELO Grant funds will be used to provide direct academic and social-emotional supports to students and staff during the 2021/22 school year, as well as to provide summer school for extended learning in 2021 and 2022. Federal relief funds will be used to provide all other supports needed to safely operate our schools including personal protective equipment (PPE), cleaning supplies, educational technology (student devices & internet connectivity), school facility repairs and improvements to support student and staff health needs and improve indoor air quality, and other activities that are necessary to maintain operations and continuity of services and continuing to employ existing staff.

Administration:

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



Board of Trustees:

HOLLY FERRANTE
ANDREW HAYES
LARA HOEFER MOIR
BONNIE LACHAPPA

NOTICE OF PUBLIC HEARING

At the regular board meeting of May 13, 2021, the Board of Trustees will conduct a public hearing pursuant to Government Code §3547(a) to receive input regarding an Initial Re-Opener Proposal from the District to the California School Employees Association and its Lakeside Chapter No. 240 so that negotiations may commence for the 2021-2022 school year.

The public hearing will be held on Thursday, May 13, 2021 via Zoom.

May 3, 2021

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

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: May 13, 2021

Agenda Item:

Accept the Initial Proposal from the District to California School Employees Association and its Lakeside Chapter 240 for the 2021-22 school year.

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

Acceptance is requested of the Initial Proposal of the District to CSEA and its Lakeside Chapter 240 for the 2021-22 school year. The District proposes changes to salaries, employee benefits, and negotiations.

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:** Accept Initial Proposal

☐ **Adoption**

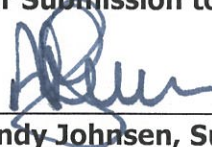
Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Erin Garcia, Assistant Superintendent



Dr. Andy Johnsen, Superintendent

Reviewed by Cabinet Member 

**Initial Proposal
of the
Lakeside Union School District
to the
California School Employees Association and its Lakeside Chapter
No. 240**

For the 2021-2022 School Year

May 1, 2021

For reopener negotiations for the 2021-2022 school year pursuant to paragraph 26.1, Reopener Clause, of Article 26 of the 2019-2022 Agreement Between the Lakeside Union School District and the California School Employees Association and its Lakeside Chapter No. 240 (CSEA) ("Agreement"). The District retains the right to amend, modify, add to, and otherwise change its proposals during the course of negotiations.

The District proposes the following changes to existing Article 10: SALARIES, which reopens automatically each year of the Agreement:

ARTICLE 10: SALARIES

10.1 The District will modify ranges on the salary schedule impacted by the minimum wage increase effective January 1, 2022.

The District proposes decreasing District contributions to employee health benefits in Article 12: EMPLOYEE BENEFITS, Sections 12.3 and 12.7 and proportionally increasing the Salary Schedule attached to the Agreement as Appendix A.

[No other changes to Article 10: SALARIES.]

The District proposes the following changes to existing Article 12: EMPLOYEE BENEFITS, which reopens automatically each year of the Agreement:

ARTICLE 12: EMPLOYEE BENEFITS

Based on the State Budget, the District will adjust (increase or decrease) the District-funded benefits set forth in Article 12.

12.10 All part-time unit members hired on or after July 1, 2022 who are not members of the California Public Employees' State Retirement System (PERS) shall be enrolled in the San Diego County Office of Education Fringe Benefits Consortium (FBC) 3121 Alternative FICA Plan in lieu of social security.

12.10.1 The part-time unit member shall contribute 6.2% of his/her earnings to this plan and the District shall contribute an amount equal to 1.3% of the unit member's earnings to this plan. All administrative costs associated with this plan shall be paid from the 1.3% District contribution. If the administrative costs associated with this plan exceed the amount contributed by the District, the District shall pay those additional costs.

12.10.2 Employees hired before July 1, 2022 will have an opportunity to participate in the FBC 3121 Alternative FICA Plan and a one-time opportunity to opt out of this Plan.

[No additional changes to Article 12: EMPLOYEE BENEFITS.]

The District proposes to reopen Article 26: NEGOTIATIONS as set forth below.

ARTICLE 26: NEGOTIATIONS

The District proposes to extend the term of the Agreement by two years by entering into a new three-year agreement for 2021-2022 through 2023-2024 and amend Article 26: NEGOTIATIONS as set forth below:

26.1 Reopener Clause: During the 2022-2023 and 2023-2024 ~~2020-2021 and 2021-2022~~ school years, Article 10 (Salaries) and Article 12 (Employee Benefits) shall reopen automatically provided that either party submits an initial proposal to the Governing Board no later than May 1, 2022 ~~2020~~ for the 2022-2023 ~~2020-2021~~ school year, and May 1, 2023 ~~2021~~ for the 2023-2024 ~~2021-2022~~ school year. Such initial proposal may also reopen two new or existing articles of each party's choice. Negotiations shall commence under this section upon fulfillment of the public notice requirements of the EERA. The terms and conditions of this Agreement shall remain in full force and effect during such negotiations.

With the new three-year Agreement, update dates in other provisions, such as ARTICLE 30: LENGTH OF AGREEMENT, as necessary.

[No other changes to Article 26: NEGOTIATIONS.]

Administration:

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



Board of Trustees:

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ANDREW HAYES
LARA HOEFER MOIR
BONNIE LACHAPPA

NOTICE OF PUBLIC HEARING

At the regular board meeting of May 13, 2021, the Board of Trustees will conduct a public hearing pursuant to Government Code §3547(a), to receive input regarding a Bargaining Proposal from the California School Employees Association and its Chapter No. 240 to the District regarding re-openers for the 202122 school year, so that negotiations may commence.

The public hearing will be held on Thursday, May 13, 2021 via Zoom.

May 3, 2021

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

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: May 13, 2021

Agenda Item:

Accept the Initial Proposal of CSEA and its Lakeside Chapter 240 to the District for 2021-22 reopener negotiations.

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

Board acceptance is requested of the initial proposal from California School Employees Association (CSEA) and its Lakeside Chapter 240 to the District so that negotiations may commence for the 2021-22 school year.

In accordance with Government Code 3547, all initial proposals for exclusive representatives and of public school employees, which relate to matters with the scope of representation, shall be presented at a public meeting of the public school employer.

Meeting and negotiating shall not take place on any proposal until a reasonable time has elapsed after the submission of the proposal to enable the public to become informed and the public has the opportunity to express itself regarding the proposal at a meeting of the public school employer.

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:** Accept Initial Proposal

☐ **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 



**THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS LAKESIDE CHAPTER 240
INITIAL PROPOSALS FOR THE
2021-2022
2nd YEAR REOPENERS
TO THE
LAKESIDE UNION SCHOOL DISTRICT
April 15, 2021**

Pursuant to the Educational Employees Relations Act (EERA) and Article 26 of the current Collective Bargaining Agreement (CBA) between the Lakeside Union School District and the California School Employees Association (CSEA) and its Chapter #240, CSEA submits initial proposal to meet and negotiate with the District for 2021-2022 2nd Year Reopeners.

ARTICLE 10 SALARIES

CSEA proposes to negotiate a fair and equitable increase to the current salary schedule. In addition, if any other bargaining unit or employee group within the District receives an increase in salary, the same percent shall be applied to the classified bargaining unit.

All bargaining unit positions under \$15.00 will be brought up to \$15.00 minimum wage effective January 1, 2022 and the District will square the salary schedule upward with minimum of 2.5% between ranges and 5% between steps.

ARTICLE 12 EMPLOYEE BENEFITS

Status quo to health and welfare benefits for all bargaining unit employees for the 2020-2022 school year.

ARTICLE 17: LEAVES OF ABSENCE

17.11 Catastrophic Event Leave: CSEA proposes to create a catastrophic leave bank with the District of sick leave days from which eligible bargaining unit members may apply for additional sick days when they or their family members are suffering from a catastrophic illness, injury or calamitous event. In such instances, the unit member will exhaust available paid leaves leave prior to accessing the bank.

ARTICLE 28: LAYOFF AND REEMPLOYMENT

28.2 Notice of Layoff: Bargaining unit employees shall be given not less than sixty (60) days notice of layoff unless otherwise authorized by law. **The District, CSEA and the affected incumbent shall meet no later than five (5) working days after the incumbent has been notified of layoff to explain options including bumping rights and reemployment rights.**

These shall be considered initial proposals. CSEA retains the right to amend, modify, add to, or delete from these proposals at any time during the negotiation process.

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 5/13/21

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 April 15, 2021

Special Board Meeting of April 28, 2021

Special Board Meeting of May 6, 2021

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Recommended Action:

☐ Informational

☐ Discussion

☐ Approval

☒ Adoption

☐ Denial

☐ Ratification

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

Originating Department/School: Superintendent's Office

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Lisa DeRosier, Executive Assistant



Dr. Andy Johnsen, Superintendent

Administration:

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



Board of Trustees:

HOLLY FERRANTE
ANDREW HAYES
LARA HOEFER MOIR
BONNIE LACHAPPA
RHONDA TAYLOR, Ed.D.

Minutes of the Regular Meeting of the Board of Trustees

April 15, 2021

District Administration Center/Zoom

- | | |
|---|-----------------------|
| A. The regular meeting of the Lakeside Union School District Board of Trustees was called to order on Zoom at 5:02 p.m. by Holly Ferrante, President, with the following members present: Andrew Hayes, Vice President; Bonnie LaChappa, Clerk; Dr. Rhonda Taylor, Member; and Lara Hoefer Moir, Member. Also in attendance were Dr. Andrew Johnsen, Superintendent; Dr. Kim Reed, Assistant Superintendent; and Erin Garcia, Assistant Superintendent. | Call to Order |
| B. There were no public speakers requested to address the Board. | Public Comments |
| C. At 5:03 p.m. the Governing Board moved to closed session to discuss the following: 1) Conference with Labor Negotiator, Erin Garcia, regarding the California School Employees' Association, Chapter 240, pursuant to Government Code §54957.6; 2) Conference with Labor Negotiator, Erin Garcia, regarding the Lakeside Teachers Association, pursuant to Government Code §54957.6; and 3) Public Employee Performance Evaluation, Superintendent, pursuant to Government Code §54957. | Closed Sessions |
| D. At 6:02 p.m. the Board reconvened to open session. President Ferrante welcomed guests and announced we were having technical difficulty with our Internet. Due to the technical difficulty, Dr. Johnsen would present his update first. Lisa DeRosier was present to record the minutes. President Ferrante reported on closed session as follows: | Welcome |
| A. No action was taken on Conference with Labor Negotiator, Erin Garcia, regarding the California School Employees' Association, Chapter 240, pursuant to Government Code §54957.6. | Closed Session Report |
| B. No action was taken on Conference with Labor Negotiator, Erin Garcia, regarding the Lakeside Teachers Association, pursuant to Government Code §54957.6. | |
| C. No action was taken on Public Employee Performance Evaluation, Superintendent, pursuant to Government Code §54957. | |
| H. 1. Superintendent Dr. Andy Johnsen discussed the CDPH guidance on reopening. The change from 4' between student chairs to 3' between chairs will allow us to move to Phase 3 for our middle school students. He shared the COVID-19 data for the month. Numbers are staying very low. Dr. Winspear also shared data on students and staff reporting COVID, symptoms of COVID, and close contact with someone with COVID. Dr. Johnsen explained that the mitigation strategies would remain in place. The middle schools will have an asynchronous day on Friday, April 23 for final teacher preparation. Because we are striving to provide 3' spacing in the classroom, requests to change from distance learning to in-person instruction will be granted if this requirement can be met. Requests to change from in-person to distance learning will be on a space available basis. We will use full-time in-person instruction as the default for all LUSD schools for next year, with home flex and distance learning as an | District Update |

H.	1. <u>CONTINUED</u> : alternative learning model. As of the 26 th , we will be one of the only districts running a pre-pandemic schedule. He is very proud of that fact. On the state level, the Governor intends to discontinue the tier system on June 15 th . We believe masks and contact tracing will still be required in schools next Fall. Transmission rates are expected to stay stable.	District Update Continued
	2. <u>It was moved by</u> Vice President Hayes and seconded by Member Taylor to move to phase 3 of the district's reopening plan (full time in-person instruction) on April 26, 2021 for grades 6-8, space permitting under current CDPH guidelines. Motion carried 5:0 (Ayes: Ferrante, Hayes, Hoefer Moir, LaChappa, Taylor). Vice President Hayes thanked everyone for their efforts in making this happen.	Approval to Move to Phase 3
D.	The pledge of allegiance was led by students from Lakeview via Zoom. Following the pledge, Principal Staci Arnold shared a video highlighting the staff, students and programs. She focused on the past year, working through the pandemic.	Flag Salute/LV Spotlight
E.	Clerk LaChappa attended her first in-person PTA meeting at Lindo Park. It felt good being back together. She commented that the first week of school was great.	Trustee's Reports and Comments
	Member Hoefer Moir hoped everyone had a great spring break. She enjoyed seeing the students at Lakeside Farms for the back to school bash. It was like the first day of school without the anxiety of the first day of school. The kids were so excited to see each other.	
	Member Taylor attended the instructional planning committee meeting. Had really good conversations. She visited Riverview and saw all the students back in class. She participated in a science experiment and learned new things. She visited Lakeside Farms' new parking lot. She is excited about all the great things we have going on. She thanked the staff for keeping it going and adjusting.	
	Vice President Hayes announced he was re-elected to the CSBA Delegate Assembly. He thanked his colleagues for their support. He participated in the legislative day via zoom. Very different experience from when he would go to Sacramento and knock on doors and advocate for our students and families. He participated in the San Diego School Boards Association monthly meeting. Attended the redesignation ceremony via zoom and read to the students at Eucalyptus Hills.	
	President Ferrante attended the equity committee meetings where there have been real meaningful conversations. She also attended the redesignation ceremony; read to the students at Eucalyptus Hills; the Lakeside Farms welcome back bash; a tour at Lindo Park with Mrs. Green; and observed the Lakeview lunch and snack procedures.	
F.	The Board recognized all certificated staff and all classified staff as the 2020-21 employees of the year for the Lakeside Union School District. The management team, under the direction of Steve Mull, created a fun Wizard of Oz zoom video for the staff.	
G.	There was 1 request to speak to the Board: Karen Castro regarding middle school reopening.	Public Comments
H.	2. Given additional public comment was received, the board re-voted on the re-opening of middle schools after the public comment. <u>It was moved by</u> Vice President Hayes and seconded by Member Taylor to move to phase 3 of the district's reopening plan (full time in-person instruction) on April 26, 2021 for grades 6-8, space permitting under current CDPH guidelines. Motion carried 5:0 (Ayes: Ferrante, Hayes, Hoefer Moir, LaChappa, Taylor).	Approval to Move to Phase 3

H.	<p>3. Shannon Johnston, Finance Director, presented the 2019-20 Annual Audit report.</p> <p>4. <u>It was moved by</u> Clerk LaChappa and seconded by Member Taylor to approve the 2019-20 Annual Audit report, for the fiscal year ending June 30, 2020, prepared by Wilkinson Hadley King & Co. LLP.</p>	<p>Audit Report Presentation Approve Audit Report</p>
	<p>5. Hee-Jin Peterson presented an update on the Home Flex program. Numbers are constantly shifting in this program, but staying steady. They have 14 students with IEP's; 2 students with 504's; and 36 students with health alerts. Enrolling in Home Flex is a different process than traditional enrollment. They have a 1:1 meeting to begin with, determine the needs of the child, parents sign a Home Flex agreement, and support the teacher. Home Flex offers zoom classes, in person, intervention, enrichment, etc. She is very proud of what has been accomplished in the past 2 years.</p>	<p>Home Flex</p>
I.	<p>1. At 7:04PM, President Ferrante opened a public hearing to hear comments from the public to receive input regarding the initial reopener proposal from California School Employees Association and its Chapter 240 regarding the impacts and effects of the COVID-19 Pandemic for the classified bargaining unit employees so negotiations may commence. Hearing no comments, President Ferrante closed the hearing.</p>	<p>Public Hearing: Side Letter of Agreement with CSEA</p>
	<p>2. At 7:04PM, President Ferrante opened a public hearing to hear comments from the public to receive input regarding the Disclosure of the Collective Bargaining Agreement with California School Employees Association and its Chapter 240. The approximate total combined cost to the district is \$729 for 2020-21; \$8,593.94 for 2021-22; and \$8,745.40 for 2022-23. Hearing no comments, President Ferrante closed the hearing.</p>	<p>Public Hearing: Collective Barg Agreement with CSEA</p>
	<p>3. <u>It was moved by</u> Member Taylor and seconded by Vice President Hayes to approve the Disclosure of the Collective Bargaining Agreement with California School Employees Association and its Chapter 240. Motion carried 5:0 (Ayes: Ferrante, Hayes, Hoefer Moir, LaChappa, Taylor).</p>	<p>Approve Agreement with CSEA</p>
	<p>4. <u>It was moved by</u> Clerk LaChappa and seconded by Vice President Hayes to approve the Tentative Agreement with the California School Employees Association and its Chapter 240 to fully resolve all negotiations for the 2020-21 limited reopeners. Motion carried 5:0 (Ayes: Ferrante, Hayes, Hoefer Moir, LaChappa, Taylor).</p>	<p>Approve Tent Agreement with CSEA</p>
	<p>5. <u>It was moved by</u> Member Taylor and seconded by Clerk LaChappa to approve the 2020-21 Classified Salary Schedules effective July 1, 2020 and January 1, 2021. Motion carried 5:0 (Ayes: Ferrante, Hayes, Hoefer Moir, LaChappa, Taylor).</p>	<p>Approve Classified Sal Sch</p>
	<p>6. At 7:07PM, President Ferrante opened a public hearing to hear comments from the public to receive input regarding the Disclosure of the Collective Bargaining Agreement, COVID-19 Reopener-Compensation, with the Lakeside Teachers Association. The approximate total combined cost to the district is \$236,468.84. Hearing no comments, President Ferrante closed the hearing.</p>	<p>Public Hearing: Collective Barg Agreement with LTA</p>
	<p>7. <u>It was moved by</u> Clerk LaChappa and seconded by Member Taylor to approve the Disclosure of the Collective Bargaining Agreement with the Lakeside Teachers Association. Motion carried 5:0 (Ayes: Ferrante, Hayes, Hoefer Moir, LaChappa, Taylor).</p>	<p>Approve Collective Barg Agreement with LTA</p>

I. PUBLIC HEARINGS/ACTIONS ITEMS (CONTINUED)

- | | |
|--|---|
| <p>8. <u>It was moved by Member Taylor and seconded by Clerk LaChappa</u> to approve the Tentative Agreement with the Lakeside Teachers Association regarding the COVID-19 Side Letter of Agreement, Compensation and Benefits. Motion carried 5:0 (Ayes: Ferrante, Hayes, Hoefer Moir, LaChappa, Taylor).</p> | <p>Approve Tent Agreement with LTA Re: COVID-19</p> |
| <p>J. <u>It was moved by Clerk LaChappa and seconded by Vice President Hayes</u> to designate all Items of Business to the consent agenda with the exception of Items 3.1, and 4.6. The motion carried unanimously to designate Items of Business 2.1, 2.2, 4.1, 4.2, 4.3, 4.4, 4.5, 5.1, 5.2, 5.3, 6.1, 6.2, 6.3, 6.4, 7.1, 7.2, and 7.3 to the consent agenda.</p> | <p>Consent Agenda</p> |
| <p>1.1 <u>It was moved by Clerk LaChappa and seconded by Member Taylor</u> to adopt the following items of business:</p> | <p>Items of Business</p> |
| <p>1.2 There was no discussion on items.</p> | <p>Discussion</p> |

SUPERINTENDENT

- | | |
|--|-------------------------------|
| <p>2.1 A motion to adopt the minutes of the regular board meeting of March 11, 2021; and the special board meeting of March 18, 2021.</p> | <p>Adopt Minutes</p> |
| <p>2.2 A motion to adopt Resolution No. 2021-23, proclaiming Wednesday, May 5, 2021 as Day of the Teacher in the Lakeside Union School District and expressing gratitude for their dedication and the instruction, care and support they provide the students.</p> | <p>Resolution No. 2021-23</p> |

BUSINESS SERVICES

- | | |
|---|---|
| <p>4.1 A motion to approve the following monthly financial reports: A) Commercial Warrants; B) Revolving Cash; C) Purchase Orders and Change Orders; and D) Purchase Card Expenditures.</p> | <p>Approve Monthly Financial Reports</p> |
| <p>4.2 A motion to adopt Resolution No. 2021-24, approving “no competitive advantage finding” and awarding a contract for the asphalt repair, restripe and reseal project.</p> | <p>Adopt Resolution No. 2021-24</p> |
| <p>4.3 A motion to approve the Disclosure of the Collective Bargaining Agreement for 2020-2021 Lakeside Teachers Association Retirement Incentive (California State Teachers’ Retirement System – CalSTRS) at a cost of \$320,773 (cost of early retirement incentive); \$412,329.50 (2021-22 estimated cost savings); and \$747,837.31 (2022-23 estimated cost savings).</p> | <p>Approve Collective Bargaining Agreement with LTA</p> |
| <p>4.4 A motion to adopt Resolution No. 2021-22, approving the California State Teachers’ Retirement System (CalSTRS) Retirement Incentive Program.</p> | <p>Adopt Resolution No. 2021-22</p> |
| <p>4.5 A motion to approve/ratify annual contracts for the 2020-21 school year: A) Ruby Bridges Speaks (RV); B) A & S Flooring (Maint); C) Ron Cook Media (TdS); D) Wellness Together, Inc. (Pupil Services); E) Illuminate Education (Ed Services); F) Cherie Hays (Spec Ed); PowerSchool (Ed Services); and G) Frontline Education (Human Resources)</p> | <p>Approve Annual Contracts</p> |

J. PUPIL SERVICES

- | | | |
|-----|---|--|
| 5.1 | A motion to approve the Lakeside Union School District and the Countywide plans for serving expelled students. This plan must be approved every 3 years per Education Code 48926. The plan enumerates existing educational alternatives and identifies gaps in educational services for expelled students. | Approve
Expulsion Plan |
| 5.2 | A motion to approve a Memorandum of Understanding with Southern Indian Health Council, Inc. to improve collaborative services for Native Youth. The project objective is to provide activities, education, and support that will promote resiliency and positive outcomes for the youth identified by the program at no cost to the district. | Approve MoU
with Southern
Indian Health
Council |
| 5.3 | A motion to approve a Memorandum of Understanding with Leidos, Inc. to provide Child and Youth Behavioral (CYB), non-medical counseling support to certain students, their parents/families and faculty and staff of schools they attend. This program is funded by the Department of Defense. | Approve MoU
with Leidos |

BOND

- | | | |
|-----|---|---------------------------------|
| 6.1 | A motion to adopt Resolution No. 2021-21, authorizing the Superintendent to accept easement located at 9611 Petite Lane, Lakeside, CA 92040. The District is constructing modernization and other improvements to Tierra del Sol Middle School with Prop V and Measure L bond funds that required a need to access an easement on an adjacent property. | Adopt Resolution
No. 2021-21 |
| 6.2 | A motion to award Bid No. 2021-04 for the Modernization of Multi-purpose Room/Kitchen/Classroom project at Tierra del Sol Middle School and authorize staff to enter into contract with SWCS, Inc. at a cost not to exceed \$1,851,023. | Award Bid No.
2021-04 |
| 6.3 | A motion to award Bid No. 2021-05 for the Infrastructure Modernization and Utility Savings Program districtwide and authorize staff to negotiate and enter into a contract with Climatec Energy Services at a cost not to exceed \$5,000,000. | Award Bid No.
2021-05 |
| 6.4 | A motion to approve the 2019-20 Annual Bond Audit report, for the fiscal year ending June 30, 2020, prepared by Wilkinson Hadley King & Co. LLP. | Approve 2019-20
Bond Audit |

BOARD POLICIES, REGULATIONS, EXHIBITS & BYLAWS

- | | | |
|-----|--|------------------------|
| 7.1 | A motion to adopt Board Policy and Administrative Regulation 0430: Non-discrimination in Employment. | Adopt BP/AR
4030 |
| 7.2 | A motion to adopt Board Policy and Administrative Regulation 4112.9: Employee Notifications. | Adopt BP/AR
4112.9 |
| 7.3 | A motion to adopt Administrative Regulation 4119.11/4219.11/4319.11: Sexual Harassment. | Adopt BP/AR
4119.11 |

Motion carried 5:0: (Ayes: Ferrante, Hayes, Hoefer Moir, LaChappa ,Taylor).

- | | | |
|-----|--|--------------------------|
| 3.1 | <u>It was moved by</u> Clerk LaChappa and seconded by Vice President Hayes to approve Personnel Assignment Order No. 2021-13. President Ferrante congratulated Tessa Green for becoming the principal of Lindo Park. Motion carried 5:0 (<u>Ayes</u> : Ferrante, Hayes, Hoefer Moir, Taylor, LaChappa). | Adopt PAO No.
2021-13 |
|-----|--|--------------------------|

J. ITEMS OF BUSINESS (CONTINUED)

4.6	It was <u>moved by</u> Vice President Hayes and seconded by Member Taylor to accept the following donations to the District: A) Hilliker's Egg Ranch donated \$1,068 of eggs to the child nutrition program; and B) Various donations in the amount of \$4,173.16 to the Lakeside Middle School Show Choir. Motion carried 5:0 (<u>Ayes</u> : Ferrante, Hayes, Hoefer Moir, Taylor, LaChappa).	Accept Gifts to the District
K.	1. First Reading of Administrative Regulation 0430: Comprehensive Local Plan for Special Education. The Board requested the policy come back next month for adoption.	AR 0430
	2. First Reading of Board Policy 7210: Facilities Financing. The Board requested the policy come back next month for adoption.	BP 7210
L.	Erin Garcia discussed the Enrollment Report for Month 7 ending March 12, 2021. We are currently up 5 students from previous month, 372 less than the same time last year.	Enrollment Report
M.	1A. LTA President, Cathy Sprecco, discussed the agreements that were approved tonight and passed by LTA with the lowest ratification vote she has seen. She asked her members why, and they stated it was because surrounding districts gave large COVID stipends for all the extra work they did this year. Our teachers have been through 6 educational changes. She appreciated Mrs. Arnold's presentation today, focusing on the whole pandemic year. It reminded her of what we've been through. Elementary teachers are finishing up their first week of full instruction and they love seeing their students faces in person. The current challenges are the increased number of hands to wash and navigating the pick-up circle. We will need the support staff we have to keep our students and staff safe. We are seeing the first signs of behavior issues with the larger class sizes.	LTA President
	1B. CSEA Vice President, David Myers, thanked the classified staff who have been there since day 1. Maintenance and custodial staff has worked hard to get desks in all the classrooms, before school and after hours. Campus supervisors, food service, ESS, special education staff are all doing a great job. He is looking forward to negotiations. The teachers received a nice stipend for attendance, but remember the attendance clerks too. We are the backbone of the district.	CSEA President
	2A. Erin Garcia, Assistant Superintendent, updated the Board on the bond projects. The Lakeside Farms parking is completed. It was ready to go when the students came back fromt spring break. There is a learning curve with entering and exiting the new parking lot. It's going very smooth. The Tierra del Sol Middle School gymnasium foundation was poured this week. We are also working on the TdS multipurpose room modernization. A Lakeside contractor won that bid beginning in June. The Lakeside Farms and Lindo Park modernization projects are out to bid now. The board approved tonight the energy project. We are using Climatec who will begin a full assessment of our HVAC equipment and lighting. The intent of this project is to get more efficient. She thanked the operations department for working like mad preparing for Phase 3. Our maintenance crew has been moving furniture, adding additional handwashing stations, and delivering additional PPE and supplies. The purchasing department has been busy buying all the necessary equipment and supplies for a safe reopening. The child nutrition and transportation departments have pivoted once again. The business department is deep in the budget development for next year. They have held meetings with all the departments and school sites wrapping up their budgets for this year.	Erin Garcia

- | | |
|--|------------------|
| 2B. Dr. Kim Reed, Assistant Superintendent, commented on the many things Ed Services has been doing. They have been monitoring information on CAASPP testing and the waiver process. It's been challenging enough this year with lost instruction time and we would prefer to focus on instruction rather than testing at this point. We will use the NWEA MAP testing instead. Final details are coming from the state. The team has been working on LCAP and reviewing the results from the surveys. They are also working on the Expanding Learning Opportunities grant, where we will be offering summer school. | Dr. Kim Reed |
| 2C. Dr. Andy Johnsen, Superintendent, commented that we are entering the final push until the end of the school year. He commented on the LCAP work that will take us into the next 3 years. We have 8 weeks of school left. As of April 26 th , we'll have every student back in class. Teachers commented that they are making progress with the students already. We are going to finish the year strong. | Dr. Andy Johnsen |
| N. President Ferrante asked if there was any further business to come before the board. There being none, the president declared the regular board meeting adjourned at 7:28 p.m. | Adjournment |

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

Bonnie LaChappa
Clerk of the Board

Administration:

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



Board of Trustees:

HOLLY FERRANTE
ANDREW HAYES
LARA HOEFER MOIR
BONNIE LACHAPPA

Minutes of the Special Meeting of the Board of Trustees

April 28, 2021

District Administration Center/Zoom

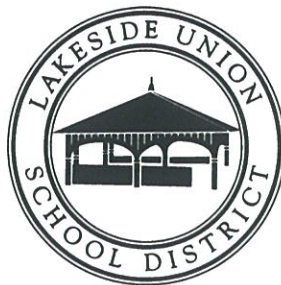
- | | |
|---|----------------|
| A. The special meeting of the Lakeside Union School District Board of Trustees was called to order at 5:00 p.m. by Holly Ferrante, President, with the following members present: Andrew Hayes, Vice President; Bonnie LaChappa, Clerk; and Lara Hoefer Moir, Member. Also in attendance was attorney Katherine Reiche. | Call to Order |
| B. There was 1 request to speak to the Board: Cathy Sprecco regarding the employment of a new Superintendent. | Comments |
| C. The Governing Board moved to closed session to discuss the employment of new Superintendent pursuant to §54957. | Closed Session |
| D. President Ferrante asked if there was any further business to come before the board. There being none, the president declared the special board meeting adjourned at 7:00 p.m. | Adjournment |

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

Bonnie LaChappa
Clerk of the Board

Administration:

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



Board of Trustees:

HOLLY FERRANTE
ANDREW HAYES
LARA HOEFER MOIR
BONNIE LACHAPPA

Minutes of the Special Meeting of the Board of Trustees

May 6, 2021
Zoom

- | | |
|---|------------------------------|
| A. The special meeting of the Lakeside Union School District Board of Trustees was called to order at 5:00 p.m. by Holly Ferrante, President, with the following members present: Andrew Hayes, Vice President; Bonnie LaChappa, Clerk; and Lara Hoefer Moir, Member. Also in attendance was attorney Katherine Reiche. Lisa DeRosier was present to monitor the participants and record the minutes. | Call to Order |
| B. At 3:30 p.m. President Ferrante opened public comments to allow the public to speak regarding characteristics of a new Superintendent for Board consideration. There were 19 requests to speak to the Board during this time. | Public Comments |
| C. There were no requests to speak to the Board prior to Closed Session | Public Comments |
| D. <u>It was moved by</u> Vice President Hayes and seconded by Member Hoefer Moir to approve an Independent Consultant Service Agreement between the Lakeside Union School District and Cindy Frazee. Motion carried 4:0 (Ayes: Ferrante, Hayes, Hoefer Moir, LaChappa). | Approve Consultant Agreement |
| E. At 5:02 p.m. the Governing Board moved to closed session to discuss the employment of new Superintendent pursuant to §54957. | Closed Session |
| F. At 6:00 p.m. President Ferrante opened public comments to allow the public to speak regarding characteristics of a new Superintendent for Board consideration. There were 21 requests to speak to the Board during this time. | Public Comments |
| At 7:35 p.m. the Governing Board moved back into Closed Session. | Closed Session |
| G. President Ferrante asked if there was any further business to come before the board. There being none, the president declared the special board meeting adjourned at 7:43 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: 5/13/21

Agenda Item:

Classified Employees Week Resolution #2021-30

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

Resolution #2021-30, recognizing and honoring the classified employees for their caring and incalculable contributions to the children of Lakeside.

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Recommended Action:

☐ Informational

☐ Denial

☐ Discussion

☐ Ratification

☐ Approval

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

☒ Adoption

Originating Department/School: Superintendent's Office

Submitted/Recommended By:

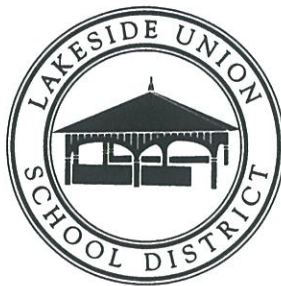
Approved for Submission to the Governing Board:


Lisa DeRosier, Executive Assistant


Dr. Andy Johnsen, Superintendent

Administration:

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



Board of Trustees:

HOLLY FERRANTE
ANDREW HAYES
LARA HOEFER MOIR
BONNIE LACHAPPA

RESOLUTION 2021-30
CLASSIFIED EMPLOYEES- WEEK
MAY 17-21, 2021

WHEREAS classified employees serve the children of Lakeside through their week at the Lakeside Union School District; and

WHEREAS classified employees assist the Lakeside Union School District in its commitment to provide quality educational programs and services to the children, youth, and adults of Lakeside; and

WHEREAS classified employees, individually and collectively set an exemplary standard of performance and commitment; and

WHEREAS classified employees provide knowledge, skills, and expertise that are relied upon throughout the organization; and

WHEREAS classified employees deserve rightful recognition and public celebration of their caring, their deeds, and their incalculable contributions to the children of the Lakeside Union School District; Now, therefore, be it

RESOLVED, that the Lakeside Union School District Board of Education hereby expresses their gratitude and commends all classified school employees for their service to the Lakeside Union School District and joins the California State Legislature in designating the week of May 17-21, 2021, as **Classified School Employees Week**.

PASSED AND ADOPTED this 13th day of May 2021 by the Governing Board of the Lakeside Union School District of San Diego County, California.

Holly Ferrante, President

Bonnie LaChappa, Clerk

Andrew Hayes, Vice President

Andrew S. Johnsen, Ed.D.
Superintendent

Lara Hoefer Moir, Member

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

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

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 5/13/21

Agenda Item:

Revised School and Employee Calendar

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

Adoption of a revised 2020-2021 school and employee calendar. The change to the calendar is the release time for the last day of school to an early release vs. a minimum day.

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**
☐ **Discussion** ☐ **Ratification**
☐ **Approval** ☐ **Explanation:** Click here to enter text.
☒ **Adoption**

Originating Department/School: Superintendent's Office

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Lisa DeRosier, Executive Assistant



Dr. Andy Johnsen, Superintendent

LAKE SIDE UNION SCHOOL DISTRICT

2020-2021 Calendar

S	M	T	W	T	F	S
JULY 2020						
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

S	M	T	W	T	F	S
OCTOBER 2020						
22				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

S	M	T	W	T	F	S
JANUARY 2021						
18				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

S	M	T	W	T	F	S
APRIL 2021						
20				1	2	3
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

S	M	T	W	T	F	S
AUGUST 2020						
8						1
2	3	4	5	6	7	8
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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

S	M	T	W	T	F	S
NOVEMBER 2020						
15						
1	2	3	4	5	6	7
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15	16	17	18	19	20	21
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29	30					

S	M	T	W	T	F	S
FEBRUARY 2021						
18						
	1	2	3	4	5	6
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28						

S	M	T	W	T	F	S
MAY 2021						
20						1
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
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30	31					

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SEPTEMBER 2020						
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27	28	29	30			

S	M	T	W	T	F	S
DECEMBER 2020						
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27	28	29	30	31		

S	M	T	W	T	F	S
MARCH 2021						
15						
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JUNE 2021						
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

SPECIAL DAYS

- Non-Student Day
- First Day of School** August 20
- Last Day of School** June 11
- 100th Day February 2

GRADING PERIODS

- Trimester Grading Periods
- 1st (60 Days) November 13, 2020
- 2nd (61 Days) March 5, 2021
- 3rd (59 Days) June 11, 2020

REPORT CARDS

- Trimester 1 November 20, 2020
- Trimester 2 March 12, 2021
- Trimester 3 June 11, 2021

PARENT CONFERENCES

- Parent Conferences for Elementary and Middle Schools
- .. November 30- December 11, 2020
- Parent Conferences for Elementary Only
- March 11-12, 2021

LAKE SIDE UNION SCHOOL DISTRICT

Month 1	August 20 – September 18, 2020	21 days
Month 2	September 21 – October 16, 2020	20 days
Month 3	October 19 – November 13, 2020	19 days
Month 4	November 16 – December 18, 2020	20 days
Month 5	December 21, 2020 – January 15, 2021	9 days
Month 6	January 18 – February 12, 2021	19 days
Month 7	February 15 – March 12, 2021	18 days
Month 8	March 15 – April 9, 2021	10 days
Month 9	April 12 - May 7, 2021	20 days
Month 10	May 10 – June 4, 2021	19 days
Month 11	June 7 – June 11, 2021	5 days

2020	July 3	Friday	Fourth of July (Legal Holiday)
	July 29	Wednesday	Middle School Principals Return
	August 3	Monday	11-Month Employees Return
	August 5	Wednesday	Site Administrators Return
	August 5	Wednesday	10-Month Clerical Employees Return
	August 17	Monday	Teacher Workday
	August 18*	Tuesday	Professional Development
	August 19	Wednesday	Teacher Workday
	August 20	Thursday	Classes Begin
	September 7	Monday	Labor Day (Legal Holiday)
	November 11	Wednesday	Veterans Day (Legal Holiday)
	November 23-27	Monday-Friday	Thanksgiving Holidays (Student and Legal Holidays)
	November 30 – December 11	Monday-Friday	Elem & Middle School Parent Conferences
	Dec 21-Jan 1		Winter Recess
	December 23	Wednesday	Local Holiday **
	December 24	Thursday	Local Holiday
	December 25	Friday	Christmas Day (Legal Holiday)
	December 31	Thursday	Local Holiday
2021	January 1	Friday	New Year's Day (Legal Holiday)
	January 13*	Wednesday	Professional Development Day (No School for Students)
	January 18	Monday	Martin Luther King, Jr. Day (Legal Holiday)
	February 15	Monday	Lincoln's Day (Legal Holiday)
	February 22	Monday	Washington's Day (Legal Holiday)
	March 11-12	Thursday-Friday	Elementary Parent Conferences (Minimum Day)
	March 22-April 2	Monday-Friday	Spring Recess
	April 2	Friday	Good Friday (Local Holiday)
	May 5	Wednesday	Day of the Teacher
	May 17-21		Classified Employees Week
	May 31	Monday	Memorial Day (Legal Holiday)
	June 11	Friday	Last Day of Student Attendance (Early Release Day)/ Final Workday for Teachers
	June 23	Wednesday	Final Workday for 10-month Clerical Employees
	June 25	Friday	Final Workday for Administrators

**Professional Development Day*

***Local holiday for employees, December 23, 2020, in lieu of Admissions Day*

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 5/13/21

Agenda Item:

Personnel Assignment Order 2021-14

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

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

Fiscal Impact (Cost):

Varies

Funding Source:

General Fund

Addresses Emphasis Goal(s):

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

Recommended Action:

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

Originating Department/School: Human Resources

Submitted/Recommended By:



César Morales, Executive Director HR

Approved for Submission to the Governing Board:



Dr. Andy Johnsen, Superintendent

LAKESIDE UNION SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING, May 13, 2021
Revised Personnel Assignment Order - 2021-14

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	Assignment/Location	Class/Step	Previous Annual Salary	New Annual Salary	Effective Date
Cullen, Tyana	RSP Teacher/Lakeside Farms	A/1	N/A	\$49,706.00	5/3/2021
Rowan, Tiger	VP, Tierra del Sol Middle School	63/1	N/A	\$88,763.00	8/4/2021

B. Temporary Rehires:

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

C. Change of Status/Location:

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

D. Unpaid Leave Requests:

Employee	Assignment/Location	Class/Step	Reason	Recommendation	Effective Date

E. Resignations:

Employee	Assignment/Location	Class/Step	Reason	Effective Date
Johnsen, Andy	Superintendent/District	98/3	Employment	7/1/2021
Welch, Barbara	SDC Teacher/Lindo Park	4/8	Retire	6/12/2021

F. 39-Month Reemployment:

Employee	Assignment/Location	Class/Step	Reason	Effective Date

Classified Staff

G. Dismissals:

Employee	Assignment/Location	Class/Step	Effective Date

H. New Hire:

Employee	Location	Position/Class/Step	Previous Monthly Salary	New Monthly Salary	Effective Date
Key, Kirsten	LEAPP	IA-II-SPED/11/1	N/A	\$1,225.44	4/26/2021

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 Monthly Salary	New Monthly Salary	Effective Date
Hicks, Christina	Lakeside Farms	IA-I-SPED/9/7	\$912.80	\$1,646.08	4/26/2021

K. Unpaid Leave Requests:

Employee	Location	Position/Class/Hours	Reason	Recommendation	Effective Date
Lio, Natacha	Lakeside Middle	IA-II-SPED/11/7	FMLA	Yes	5/1/2021

L. Resignations:

Employee	Location	Position	Reason	Effective Date
Castillo, Reuben	Food Service	Child Nutrition Assistant	N/A	5/1/2021
Galyan, Donna	Lemon Crest	IA-III-SPED	Retire	6/12/2021
Garcia, Anna	ESS	Child Development Aide	Retire	6/12/2021
Petrovich, Sunrise	Lakeside Farms	IA-I-SPED	N/A	4/17/2021
Renaud-Bowen, Deborah	Transportation	School Bus Driver	Retire	6/12/2021
Shimizu, Xochitl	Lindo Park	IA-II-SPED	Family	4/16/2021
York, Tara	Lakeside Farms	IA-I-SPED	Employment	4/30/2021

M. 39-63 Month Reemployment:

Employee	Location	Position/Class/Step	Effective Date

N. Dismissals:

Employee	Location	Position	Effective Date

RECOMMENDATION:

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

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: May 13, 2021

Agenda Item:

New Certificated Job Description

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

The Learning Loss Mitigation Teacher position is part of the 2021-22 Expanded Learning Opportunities Grant (ELOG) plan focused on learning loss interventions.

Fiscal Impact (Cost):

N/A

Funding Source:

ELO Grant

Recommended Action:

☐ Informational

☐ Denial

☐ Discussion

☐ Ratification

☒ Approval

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

Originating Department/School: Human Resources

Submitted/Recommended By:

Approved for Submission to the Governing Board:

César Morales, Executive Director - HR

Andy Johnsen, Ed.D, Superintendent



Job Description

Title: Learning Loss Mitigation Teacher	FLSA Status: N/A	Created: 4/30/2021
Supervisor: Principal	Supervises: N/A	Revised:
Department: N/A	Bargaining Unit: Certificated	Approved:

QUALIFICATIONS:

Possess valid California Teaching Credential. Knowledge of engaging teaching and behavior management strategies, using assessment results to guide instruction strategies to build caring relationship with students.

DEFINITION:

Under general supervision of the Principal. Facilitates and coordinates the implementation of targeted strategic interventions in alignment with LUSD.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned:

1. Teaching small group intervention program for students in grade TK-5.
2. Responding to inquiries, collecting data, reporting, and monitoring student progress on implemented interventions.
3. Collaborating and working effectively with various teams.
4. Engaging in ongoing professional growth to stay current in new developments in the field of intervention.
5. Building positive caring relationships with students.
6. Maintaining effective classroom management.
7. Whole group instruction may be required.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to stand; walk; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; talk or hear; and taste or smell. The employee is occasionally required to sit and stoop, kneel, crouch, or crawl.

The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually quiet.

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: MAY 13, 2021

Agenda Item:

COMMERCIAL WARRANT LISTING SHEET – for the period 4/01/2021 - 4/30/2021

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

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

Fiscal Impact (Cost):

\$1,764,161.33

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:

☐ 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:



Principal/Department Head Signature



Dr. Andy Johnsen, Superintendent

Reviewed by Cabinet Member  _____

BOARD WARRANT REPORT
4/01/2021-4/30/2021

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount Charged to Fund
0100	14764816	A&B SAW & LAWNMOWER SHOP	4/1/2021	BLANKET FOR FISCAL YEAR 2020-2	175.47
0100	14764818	AMAZON CAPITAL SERVICES, INC.	4/1/2021	BLANKET FOR FISCAL YEAR 2020-2	16,715.62
0100	14764823	DAVE BANG ASSOCIATES INC OF CA	4/1/2021	WABASH #SG111D, 8' PICNIC TABL	8,964.80
0100	14764824	SAJN DIEGO COUNTY SCHOOL FBC	4/1/2021	SEPT 2020-APR 2021 DELTA DENTAL COBRA PYMT	1,117.46
0100	14764825	ERIN GARCIA	4/1/2021	REVOLVING ACCOUNT REIMBURSEMENTS TO THE GENERAL FUND	607.02
0100	14764826	HELIX WATER DISTRICT	4/1/2021	BLANKET FOR 2020-21 FISCAL YEA	713.62
0100	14764827	LAKESIDE WATER DISTRICT	4/1/2021	BLANKET FOR FISCAL YEAR 2020-2	359.51
0100	14764829	MISSION FEDERAL CREDIT UNION	4/1/2021	ADOBE -ADOBE ONLINE SOFTWARE	8,190.48
0100	14764833	SPRINT SOLUTIONS, INC.	4/1/2021	MBB UNLIMITED DATA, 9 MONTHS O	7,067.40
0100	14764834	TOWER 28 CLOTHING	4/1/2021	FUN RUN T-SHIRTS	529.34
0100	14764835	THE REGENTS OF THE UNIVERSITY OF CALIF.	4/1/2021	INVOICE NO. 436000 - 2020-2021	1,250.00
0100	14764836	VEBA	4/1/2021	SEPT 2020-APR 2021 COBRA + 19-20 COBRA PYMTVARIANCES	18,134.00
0100	14764837	VSP	4/1/2021	SEPT 2020-APR 2021 VISION COBRA PYMT	100.76
0100	14764838	WELLS FARGO VENDOR FINANCIAL SERVICES	4/1/2021	BLANKET FOR 2020-21 FISCAL YEA	133.78
0100	14764839	XEROX CORPORATION	4/1/2021	BLANKET FOR FISCAL YEAR 2020-2	273.89
0100	14765666	ALLIED REFRIGERATION INC	4/5/2021	CHANGE ORDER TO INCREASE	142.78
0100	14765668	AMAZON CAPITAL SERVICES, INC.	4/5/2021	BLANKET FOR FISCAL YEAR 2020-2	107.60
0100	14765669	CALIF. ASSOC. FUTURE FARMERS OF AMERICA	4/5/2021	INVOICE NO. 101049 - REGISTRAT	600.00
0100	14765671	DIXIELINE	4/5/2021	BLANKET FOR FISCAL YEAR 2020-2	302.76
0100	14765672	EWING IRRIGATION PRODUCTS	4/5/2021	BLANKET FOR FISCAL YEAR 2020-2	32.36
0100	14765673	IMPERIAL SPRINKLER SUPPLY, INC.	4/5/2021	BLANKET FOR FISCAL YEAR 2020-2	50.87
0100	14765674	OFFICE DEPOT, INC.	4/5/2021	BLANKET FOR FISCAL YEAR 2020-2	107.95
0100	14765675	O'REILLY AUTO PARTS	4/5/2021	2/2/2021 - CHANGE ORDER TO INC	27.55
0100	14765677	LASERCYCLE USA, INC.	4/5/2021	INVOICE NO. INV207441 FOR (1)	483.80
0100	14765678	WAXIE SANITARY SUPPLY	4/5/2021	BLANKET FOR 2020-21 FISCAL YEA	168.63
0100	14765679	WILKINSON HADLEY KING & CO LLP	4/5/2021	V2020-003 (3 YEAR AGREEMENT) -	6,000.00
0100	14765680	WINTER GARDENS SMOG & TUNE	4/5/2021	SMOG MAINT. VEHICLES	315.75
0100	14766306	DANNIS WOLIVER KELLEY	4/8/2021	V2021-005 BLANKET FOR FISCAL Y	3,240.50
0100	14766307	DIESEL PRINT CO	4/8/2021	INVOICE NO. 2385 FOR COROPLAST	490.26
0100	14766308	POWERSCHOOL GROUP, LLC	4/8/2021	V2021-026A - POWERSCHOOL LEARN	11,900.00
0100	14767355	AMAZON CAPITAL SERVICES, INC.	4/12/2021	BLANKET FOR FISCAL YEAR 2020-2	2,320.88
0100	14767356	MATH TRANSFORMATIONS	4/12/2021	I2021-011 MATH TRANSFORMATIONS	35,000.00
0100	14767358	WPOHS A MEDICAL CORPORATION	4/12/2021	INVOICE NO. 136073 RESPIRATOR	113.50
0100	14768336	ABA EDUCATION FOUNDATION	4/15/2021	V2021-021 BLANKET FOR FISCAL Y	3,892.50
0100	14768338	AGRICULTURAL PEST CONTROL	4/15/2021	BLANKET FOR FISCAL YEAR 2020-2	730.00
0100	14768339	ASELTINE SCHOOL	4/15/2021	V2021-025 NON PUBLIC SCHOOL AG	8,720.80
0100	14768341	BRAIN LEARNING PSYCHOLOGICAL CORP.	4/15/2021	I2021-005 - INVOICE 2377	5,200.00
0100	14768344	DEBORAH ANN COMISKEY	4/15/2021	I2021-006 BLANKET FOR FISCAL Y	1,500.00
0100	14768345	DATTEL SYSTEMS INCORPORATED	4/15/2021	BLANKET FOR FISCAL YEAR 2020-2	1,398.86
0100	14768346	DION & SONS, INC.	4/15/2021	BLANKET FOR 2020-21 FISCAL YEA	2,198.33
0100	14768348	EDCO DISPOSAL CORPORATION	4/15/2021	BLANKET FOR FISCAL YEAR 2020-2	3,931.26
0100	14768349	ENABLING DEVICES	4/15/2021	COMPARTMENTALIZED COMMUNICATOR	252.95
0100	14768350	EVERYDAY SPEECH LLC	4/15/2021	QUOTE NO. EDS-CBQT-5375 COMPLE	3,119.87

BOARD WARRANT REPORT

4/01/2021-4/30/2021

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount Charged to Fund
0100	14768352	ERIN GARCIA	4/15/2021	REVOLVING ACCOUNT REIMBURSEMENTS TO THE GENERAL FUND	1,937.40
0100	14768359	HOME DEPOT CREDIT SERVICES	4/15/2021	03/22/2021 - CHANGE ORDER TO I	775.18
0100	14768361	IDENT-A-KID SERVICES OF AMERICA, INC.	4/15/2021	5040-10 ROLLS OF VISITOR LABEL	190.91
0100	14768364	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	4/15/2021	BLANKET FOR FISCAL YEAR 2020-2	656.49
0100	14768365	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	4/15/2021	BLANKET FOR 2020-21 FISCAL YEA	2,206.19
0100	14768366	LEADER SERVICES	4/15/2021	V2021-037 BLANKET FOR FISCAL Y	912.02
0100	14768367	LOWE'S	4/15/2021	BLANKET FOR FISCAL YEAR 2020-2	580.93
0100	14768368	MACDOUGAL-MORRIS GROUP LLC	4/15/2021	V2021-062 BLANKET FOR FISCAL Y	6,551.80
0100	14768369	THE MARKERBOARD PEOPLE	4/15/2021	BLANK UNLINED DOUBLE SIDED DRY	734.50
0100	14768370	OFFICE DEPOT, INC.	4/15/2021	BLANKET FOR FISCAL YEAR 2020-2	235.75
0100	14768371	O'REILLY AUTO PARTS	4/15/2021	BLANKET FOR FISCAL YEAR 2020-2	154.85
0100	14768373	PARKHOUSE TIRE INC	4/15/2021	BLANKET FOR FISCAL YEAR 2020-2	122.99
0100	14768374	RAYNE OF SAN DIEGO	4/15/2021	BLANKET FOR FISCAL YEAR 2020-2	61.00
0100	14768375	RIVERSIDE ASSESSMENTS, LLC	4/15/2021	WOODCOCK-JOHNSON IV ORAL LANGU	833.48
0100	14768376	SHRED IT	4/15/2021	BLANKET FOR FISCAL YEAR 2020-2	121.90
0100	14768378	SO CA AIR CONDITIONING SUPPLY	4/15/2021	CHANGE ORDER TO INCREASE	84.18
0100	14768379	SOUTHWEST SCHOOL & OFFICE SUPPLY	4/15/2021	BLANKET FOR FISCAL YEAR 2020-2	563.30
0100	14768382	SYCAMORE LANDFILL	4/15/2021	BLANKET FOR FISCAL YEAR 2020-2	153.73
0100	14768384	THERAPY TRAVELERS, LLC.	4/15/2021	V2021-062 MUSIC THERAPY FOR PS	6,426.25
0100	14768386	U.S. BANK EQUIPMENT FINANCE	4/15/2021	BLANKET FOR FISCAL YEAR 2020-2	70.24
0100	14768388	VIRCO INC.	4/15/2021	ZHEXBOXM - Desk, Zuma Series,	43,820.54
0100	14768389	VISTA HILL FOUNDATION	4/15/2021	V2021-054 BLANKET FOR FISCAL Y	16,984.00
0100	14768390	WAXIE SANITARY SUPPLY	4/15/2021	BLANKET FOR 2020-21 FISCAL YEA	959.26
0100	14768392	WELLS FARGO VENDOR FINANCIAL SERVICES	4/15/2021	2020-21 BLANKET FOR FISCAL YEA	461.36
0100	14768393	WILKINSON HADLEY KING & CO LLP	4/15/2021	INVOICE NO. 28246 - 2019-20 AU	1,130.00
0100	14769705	A&B SAW & LAWNMOWER SHOP	4/19/2021	BLANKET FOR FISCAL YEAR 2020-2	222.51
0100	14769708	APPLE INC.	4/19/2021	IPAD MINI WI-FI 64GB - SPACE G	412.37
0100	14769709	BEST VALUE GLASS	4/19/2021	BLANKET FOR FISCAL YEAR 2020-2	80.00
0100	14769711	CALIF. ASSOC. FUTURE FARMERS OF AMERICA	4/19/2021	2020-2021 AGRICULTURE EDUCATIO	150.00
0100	14769714	CINTAS CORPORATION	4/19/2021	BLANKET FOR 2020-21 FISCAL YEA	514.89
0100	14769715	COX COMMUNICATIONS	4/19/2021	BLANKET FOR FISCAL YEAR 2020-2	6,840.85
0100	14769717	DEPARTMENT OF JUSTICE	4/19/2021	BLANKET FOR FISCAL YEAR 2020-2	684.00
0100	14769718	DIALCOM SYSTEMS GROUP, INC.	4/19/2021	BLANKET FOR 2020-21 FISCAL YEA	1,707.00
0100	14769719	CAL PACIFIC TRUCK CENTER, LLC	4/19/2021	BLANKET FOR FISCAL YEAR 2020-2	179.05
0100	14769720	DIXIELINE	4/19/2021	BLANKET FOR FISCAL YEAR 2020-2	2,244.11
0100	14769721	MORSCO SUPPLY, LLC	4/19/2021	BLANKET FOR FISCAL YEAR 2020-2	473.92
0100	14769722	RUBY B. HALL	4/19/2021	V2021-063 - (3) LIVE SESSIONS	1,250.00
0100	14769723	HD SUPPLY FACILITIES MAINT	4/19/2021	BLANKET FOR FISCAL YEAR 2020-2	70.99
0100	14769725	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	4/19/2021	REPLACED ORIGINAL V.24607	68.76
0100	14769726	LAKESIDE EQUIPMENT	4/19/2021	BLANKET FOR FISCAL YEAR 2020-2	332.23
0100	14769727	OFFICE DEPOT, INC.	4/19/2021	BLANKET FOR FISCAL YEAR 2020-2	214.18
0100	14769728	PAYTON'S TRUE VALUE HARDWARE	4/19/2021	BLANKET FOR FISCAL YEAR 2020-2	678.03
0100	14769729	PECK'S HEAVY FRICTION INC	4/19/2021	BLANKET FOR FISCAL YEAR 2020-2	392.02
0100	14769731	RICK'S MOBILE GLASS	4/19/2021	BLANKET FOR FISCAL YEAR 2020-2	436.03

BOARD WARRANT REPORT

4/01/2021-4/30/2021

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount Charged to Fund
0100	14769733	SCHOOL BUS PARTS CO.	4/19/2021	BLANKET FOR FISCAL YEAR 2020-2	186.09
0100	14769738	VEBA	4/19/2021	MAY 2020-DEC 2020 VARIANCE REPORT	6,500.00
0100	14769739	VERIZON WIRELESS	4/19/2021	BLANKET FOR FISCAL YEAR 2020-2	1,796.98
0100	14769740	WAXIE SANITARY SUPPLY	4/19/2021	BLANKET FOR 2020-21 FISCAL YEA	167.23
0100	14769741	WELLS FARGO VENDOR FINANCIAL SERVICES	4/19/2021	BLANKET FOR FISCAL YEAR 2020-2	133.78
0100	14769742	XEROX CORPORATION	4/19/2021	BLANKET FOR FISCAL YEAR 2020-2	2,363.50
0100	14770703	A&B SAW & LAWNMOWER SHOP	4/22/2021	BLANKET FOR FISCAL YEAR 2020-2	100.21
0100	14770704	ALLIANCE FOR AFRICAN ASSISTANCE	4/22/2021	INVOICE NO. 11555	3,093.64
0100	14770706	AT&T	4/22/2021	BLANKET FOR FISCAL YEAR 2020-2	2,498.28
0100	14770707	A-Z BUS SALES INC.	4/22/2021	1/22/2021 - CHANGE ORDER TO IN	140.57
0100	14770708	BEST BEST & KRIEGER	4/22/2021	BLANKET FOR FISCAL YEAR 2020-2	1,501.20
0100	14770710	CALIFORNIA STATE TEACHERS	4/22/2021	CAL STRS - ERI - 2ND INTERIM	238,210.12
0100	14770711	CINTAS CORPORATION	4/22/2021	BLANKET FOR 2020-21 FISCAL YEA	171.63
0100	14770712	CIT FINANCE LLC	4/22/2021	BLANKET FOR FISCAL YEAR 2020-2	231.07
0100	14770713	COAST MUSIC THERAPY INC.	4/22/2021	INVOICE NO. 13146, 13165 AND 1	1,812.50
0100	14770715	MORSCO SUPPLY, LLC	4/22/2021	BLANKET FOR FISCAL YEAR 2020-2	166.39
0100	14770716	EYE PHONE CITY	4/22/2021	BLANKET FOR FISCAL YEAR 2020-2	3,876.66
0100	14770717	ERIN GARCIA	4/22/2021	REVOLVING ACCOUNT REIMBURSEMENTS TO THE GENERAL FUND	900.01
0100	14770718	IMPERIAL SPRINKLER SUPPLY, INC.	4/22/2021	1/13/2021 - CHANGE ORDER TO IN	151.64
0100	14770720	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	4/22/2021	BLANKET FOR FISCAL YEAR 2020-2	54.11
0100	14770721	LAKESIDE WATER DISTRICT	4/22/2021	BLANKET FOR FISCAL YEAR 2020-2	2,037.89
0100	14770723	LYNN'S LOCKSMITH SERVICE	4/22/2021	BLANKET FOR FISCAL YEAR 2020-2	12.99
0100	14770724	MISSION FEDERAL CREDIT UNION	4/22/2021	7045.4-STOOLS FOR CLASSROOM (1	6,590.54
0100	14770726	OFFICE DEPOT, INC.	4/22/2021	4/14/2021 - CHANGE ORDER TO IN	202.09
0100	14770727	DAVIS CONSULTING CORPORATION	4/22/2021	V2019-110 - YEAR 2 OF 2 YEAR C	1,550.00
0100	14770728	O'REILLY AUTO PARTS	4/22/2021	4/19/21 - CHANGE ORDER TO INCR	444.37
0100	14770729	NCS PEARSON, INC	4/22/2021	CELF-5 RECORD FORMS - AGES 9-2	2,200.95
0100	14770731	SAN DIEGO COUNTY OFFICE OF ED	4/22/2021	INVOICE NO. 099-033907 - EQUIT	2,289.00
0100	14770732	SAN DIEGO GAS & ELECTRIC	4/22/2021	BLANKET FOR FISCAL YEAR 2020-2	1,179.35
0100	14770733	STEIN EDUCATION CENTER	4/22/2021	BLANKET FOR FISCAL YEAR 2020-2	5,347.60
0100	14770734	SPECIALIZED EDUCATION OF CALIFORNIA, INC	4/22/2021	BLANKET FOR FISCAL YEAR 2020-2	3,366.00
0100	14770735	SOUTHWEST SCHOOL & OFFICE SUPPLY	4/22/2021	BLANKET FOR FISCAL YEAR 2020-2	488.47
0100	14770736	SPARKLETTES	4/22/2021	BLANKET FOR FISCAL YEAR 2020-2	179.53
0100	14770737	SPECIALIZED THERAPY SERVICES	4/22/2021	2/5/2021 - CHANGE ORDER TO INC	6,950.44
0100	14770739	THERAPY TRAVELERS, LLC.	4/22/2021	V2021-062 MUSIC THERAPY FOR PS	3,516.25
0100	14770740	ULINE, INC	4/22/2021	BIG BOY SIGN BASE - YELLOW	2,581.98
0100	14770741	VIRCO INC.	4/22/2021	ZHEXBOXM - Desk, Zuma Series,	43,102.16
0100	14770742	WAXIE SANITARY SUPPLY	4/22/2021	BLANKET FOR 2020-21 FISCAL YEA	258.11
0100	14770743	WEBB'S RV SUPPLY	4/22/2021	BLANKET FOR FISCAL YEAR 2020-2	8.57
0100	14772101	AMAZON CAPITAL SERVICES, INC.	4/26/2021	BLANKET FOR FISCAL YEAR 2020-2	90.72
0100	14772103	DATTEL SYSTEMS INCORPORATED	4/26/2021	Lenovo - Lenovo ThinkPad P73 2	11,485.98
0100	14772104	DION & SONS, INC.	4/26/2021	BLANKET FOR 2020-21 FISCAL YEA	3,049.76
0100	14772106	FRONTLINE EDUCATION	4/26/2021	V2021-066 IMPLEMENTATION SET U	6,300.00
0100	14772107	ERIN GARCIA	4/26/2021	GAR 2021-0030	1,398.23

BOARD WARRANT REPORT
4/01/2021-4/30/2021

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount Charged to Fund
0100	14772108	ERIC HALL & ASSOCIATES, LLC	4/26/2021	V2021-040 CONSULTING SERVICES	375.00
0100	14772109	HAWTHORNE RENT-IT SERVICE	4/26/2021	CHANGE ORDER TO INCREASE	531.14
0100	14772110	NICK RAIL MUSIC INC	4/26/2021	BLANKET FOR FISCAL YEAR 2020-2	173.70
0100	14772111	O'REILLY AUTO PARTS	4/26/2021	4/19/21 - CHANGE ORDER TO INCR	185.71
0100	14772112	RAYNE OF SAN DIEGO	4/26/2021	BLANKET FOR FISCAL YEAR 2020-2	32.00
0100	14772113	SOUTHWEST SCHOOL & OFFICE SUPPLY	4/26/2021	BLANKET FOR FISCAL YEAR 2020-2	506.27
0100	14772115	U.S. BANK EQUIPMENT FINANCE	4/26/2021	BLANKET FOR FISCAL YEAR 2020-2	156.80
0100	14772116	VIRCO INC.	4/26/2021	ZHEXBOXM - Desk, Zuma Series,	30,171.51
0100	14773046	A & S FLOORING	4/29/2021	V2021-064 - REPLACE CARPET IN	12,666.00
0100	14773047	A&B SAW & LAWNMOWER SHOP	4/29/2021	BLANKET FOR FISCAL YEAR 2020-2	65.18
0100	14773048	AMAZON CAPITAL SERVICES, INC.	4/29/2021	BLANKET FOR FISCAL YEAR 2020-2	1,965.62
0100	14773049	E3 DIAGNOSTICS, INC	4/29/2021	ITA-8012970 SANIBEL EARTIPS; 9	143.32
0100	14773051	CINTAS CORPORATION	4/29/2021	BLANKET FOR 2020-21 FISCAL YEA	171.63
0100	14773055	MORSCO SUPPLY, LLC	4/29/2021	BLANKET FOR FISCAL YEAR 2020-2	109.95
0100	14773056	LAKESIDE WATER DISTRICT	4/29/2021	BLANKET FOR FISCAL YEAR 2020-2	500.83
0100	14773057	OFFICE DEPOT, INC.	4/29/2021	BLANKET FOR FISCAL YEAR 2020-2	112.78
0100	14773058	O'REILLY AUTO PARTS	4/29/2021	2/2/2021 - CHANGE ORDER TO INC	17.18
0100	14773059	SAN DIEGO GAS & ELECTRIC	4/29/2021	BLANKET FOR FISCAL YEAR 2020-2	45,682.05
0100	14773060	SOUTHWEST SCHOOL & OFFICE SUPPLY	4/29/2021	BLANKET FOR FISCAL YEAR 2020-2	46.48
0100	14773062	SPRINT SOLUTIONS, INC.	4/29/2021	MBB UNLIMITED DATA, 9 MONTHS O	8,767.99
0100	14773063	SYCAMORE LANDFILL	4/29/2021	4/19/21 - CHANGE ORDER TO INCR	284.52
0100	14773064	THERAPY TRAVELERS, LLC.	4/29/2021	V2021-062 MUSIC THERAPY FOR PS	3,516.25
0100	14773065	THE REGENTS OF THE UNIVERSITY OF CALIF.	4/29/2021	I2021-001 - INVOICE NO. 469002	280.00
0100 Total				GENERAL	735,510.60
1200	14764817	ALBERTSONS	4/1/2021	BLANKET FOR FISCAL YEAR 2020-2	37.82
1200	14764825	ERIN GARCIA	4/1/2021	REVOLVING ACCOUNT REIMBURSEMENTS TO THE CHILD DEVELOPMENT FUND	1,294.00
1200	14764829	MISSION FEDERAL CREDIT UNION	4/1/2021	OFFICE-PENS, BATTERIES, INDEX	260.68
1200	14764832	SMART & FINAL	4/1/2021	BLANKET FOR FISCAL YEAR 2020-2	540.82
1200	14765665	ALBERTSONS	4/5/2021	BLANKET FOR FISCAL YEAR 2020-2	68.23
1200	14765676	SMART & FINAL	4/5/2021	BLANKET FOR FISCAL YEAR 2020-2	99.46
1200	14768348	EDCO DISPOSAL CORPORATION	4/15/2021	BLANKET FOR FISCAL YEAR 2020-2	105.85
1200	14768352	ERIN GARCIA	4/15/2021	REVOLVING ACCOUNT REIMBURSEMENTS TO THE CHILD DEVELOPMENT FUND	148.51
1200	14768359	HOME DEPOT CREDIT SERVICES	4/15/2021	BLANKET FOR FISCAL YEAR 2020-2	8.62
1200	14768392	WELLS FARGO VENDOR FINANCIAL SERVICES	4/15/2021	BLANKET FOR 2020-21 FISCAL YEA	106.82
1200	14769715	COX COMMUNICATIONS	4/19/2021	BLANKET FOR FISCAL YEAR 2020-2	106.00
1200	14769735	SMART & FINAL	4/19/2021	BLANKET FOR FISCAL YEAR 2020-2	394.53
1200	14770705	AMAZON CAPITAL SERVICES, INC.	4/22/2021	BLANKET FOR FISCAL YEAR 2020-2	764.70
1200	14770724	MISSION FEDERAL CREDIT UNION	4/22/2021	TARGET-MISC CLEANING SUPPLIES,	335.85
1200	14770736	SPARKLETTES	4/22/2021	BLANKET FOR FISCAL YEAR 2020-2	21.72
1200	14772101	AMAZON CAPITAL SERVICES, INC.	4/26/2021	BLANKET FOR FISCAL YEAR 2020-2	102.34
1200	14772103	DATTEL SYSTEMS INCORPORATED	4/26/2021	Lenovo - Lenovo ThinkPad P73 2	5,742.99
1200	14772104	DION & SONS, INC.	4/26/2021	BLANKET FOR FISCAL YEAR 2020-2	95.21

BOARD WARRANT REPORT
4/01/2021-4/30/2021

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount Charged to Fund
1200	14772107	ERIN GARCIA	4/26/2021	REVOLVING ACCOUNT REIMBURSEMENTS TO THE CHILD DEVELOPMENT FUND	99.84
1200	14773059	SAN DIEGO GAS & ELECTRIC	4/29/2021	BLANKET FOR FISCAL YEAR 2020-2	250.29
1200 Total				CHILD DEVELOPMENT	10,584.28
1300	14764818	AMAZON CAPITAL SERVICES, INC.	4/1/2021	BLANKET FOR FISCAL YEAR 2020-2	306.74
1300	14764822	DATTEL SYSTEMS INCORPORATED	4/1/2021	ASUS - ASUS VP248QG LED monito	5,374.40
1300	14764832	SMART & FINAL	4/1/2021	BLANKET FOR FISCAL YEAR 2020-2	77.02
1300	14768342	CALIFORNIA DEPT OF EDUCATION	4/15/2021	BLANKET FOR FISCAL YEAR 2020-2	627.00
1300	14768343	CULLIGAN	4/15/2021	BLANKET FOR FISCAL YEAR 2020-2	3.99
1300	14768346	DION & SONS, INC.	4/15/2021	BLANKET FOR FISCAL YEAR 2020-2	69.55
1300	14768347	DOMINO'S PIZZA	4/15/2021	BLANKET FOR FISCAL YEAR 2020-2	4,887.10
1300	14768351	GALASSO'S BAKERY	4/15/2021	BLANKET FOR FISCAL YEAR 2020-2	4,063.57
1300	14768353	GOLD STAR FOODS INC	4/15/2021	BLANKET FOR FISCAL YEAR 2020-2	25,637.12
1300	14768357	HILLIKER'S RANCH FRESH EGGS, INC.	4/15/2021	BLANKET FOR FISCAL YEAR 2020-2	1,200.00
1300	14768358	HOLLANDIA DAIRY	4/15/2021	BLANKET FOR FISCAL YEAR 2020-2	19,624.28
1300	14768360	TAKKT AMERICA HOLDING INC	4/15/2021	KETTLE WHIP, 48" STAINLESS STE	138.15
1300	14768363	K GRAPHICS POSTERS	4/15/2021	MENU POSTERS	121.00
1300	14768372	P&R PAPER SUPPLY COMPANY, INC.	4/15/2021	BLANKET FOR FISCAL YEAR 2020-2	3,691.38
1300	14768377	SMART & FINAL	4/15/2021	BLANKET FOR FISCAL YEAR 2020-2	46.11
1300	14768383	LASERCYCLE USA, INC.	4/15/2021	SALES ORDER FOR HP LASERJET PR	794.34
1300	14768391	WEBB'S RV SUPPLY	4/15/2021	BLANKET FOR FISCAL YEAR 2020-2	46.54
1300	14769706	AMERICAN PRODUCE DISTRIBUTORS	4/19/2021	BLANKET FOR FISCAL YEAR 2020-2	17,555.34
1300	14769712	CHEMSEARCH	4/19/2021	CONTRACT V2021-019 - INVOICE N	440.43
1300	14769714	CINTAS CORPORATION	4/19/2021	BLANKET FOR FISCAL YEAR 2020-2	62.25
1300	14769738	VEBA	4/19/2021	MAY 2020-DEC 2020 VARIANCE REPORT	1,669.00
1300	14769739	VERIZON WIRELESS	4/19/2021	BLANKET FOR FISCAL YEAR 2020-2	50.09
1300	14769742	XEROX CORPORATION	4/19/2021	BLANKET FOR FISCAL YEAR 2020-2	30.34
1300	14770706	AT&T	4/22/2021	BLANKET FOR FISCAL YEAR 2020-2	15.73
1300	14770711	CINTAS CORPORATION	4/22/2021	BLANKET FOR FISCAL YEAR 2020-2	20.75
1300	14770717	ERIN GARCIA	4/22/2021	REVOLVING ACCOUNT REIMBURSEMENTS TO THE CAFETERIA FUND	585.10
1300	14770722	dba HEARTLAND SCHOOL SOLUTIONS	4/22/2021	CONFIRMATION NO. 853168 FOR CO	250.00
1300	14770724	MISSION FEDERAL CREDIT UNION	4/22/2021	DIEGO -FOOD	211.80
1300	14770738	SYSCO FOODS SERVICES	4/22/2021	BLANKET FOR FISCAL YEAR 2020-2	10,784.18
1300	14772102	ARTIC CONTAINERS	4/26/2021	STORAGE CONTAINER RENTAL FEES	7,750.38
1300	14772104	DION & SONS, INC.	4/26/2021	BLANKET FOR FISCAL YEAR 2020-2	322.73
1300	14772107	ERIN GARCIA	4/26/2021	REVOLVING ACCOUNT REIMBURSEMENTS TO THE CAFETERIA FUND	190.00
1300	14772114	SYSCO FOODS SERVICES	4/26/2021	BLANKET FOR FISCAL YEAR 2020-2	2,462.85
1300	14773050	CALIFORNIA DEPT OF EDUCATION	4/29/2021	BLANKET FOR FISCAL YEAR 2020-2	809.40
1300	14773051	CINTAS CORPORATION	4/29/2021	BLANKET FOR FISCAL YEAR 2020-2	20.75
1300	14773054	ECONOMY RESTAURANT & SUPPLY CO	4/29/2021	EDLUND MODEL 270/115V ELECTRIC	1,521.34
1300 Total				CAFETERIA	111,460.75
2139	14764820	BALFOUR BEATTY CONSTRUCTION LLC	4/1/2021	BLANKET PURCHASE ORDER FOR CM	92,791.18

BOARD WARRANT REPORT

4/01/2021-4/30/2021

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount Charged to Fund
2139	14764825	ERIN GARCIA	4/1/2021	REVOLVING ACCOUNT REIMBURSEMENTS TO THE BOND FUND	50.00
2139	14764828	MCGRUFF INSURANCE SERVICES, INC.	4/1/2021	POLICY PERIOD 02/22/21 TO 02/2	7,408.00
2139	14765667	ALPHA STUDIO DESIGN GROUP	4/5/2021	BLANKET PURCHASE ORDER FOR LAK	15,025.00
2139	14767357	NINYO & MOORE	4/12/2021	NINYO & MOORE	13,049.23
2139	14768337	ACE ELECTRIC, INC.	4/15/2021	BLANKET FOR ELECTRICAL ON THE	18,601.00
2139	14768356	ERIC HALL & ASSOCIATES, LLC	4/15/2021	BLANKET FOR FISCAL YEAR 2020-2	6,508.33
2139	14768362	INTERPIPE CONTRACTING, INC.	4/15/2021	BLANKET FOR PLUMBING ON THE TI	193,895.00
2139	14768380	STUDIOWC	4/15/2021	TDS MPR MODERNIZATION	98,092.15
2139	14768381	SOUTHWEST CONSTRUCTION SERVICES	4/15/2021	BLANKET FOR FOR FINISHES ON TH	58,803.86
2139	14769716	DAILY JOURNAL CORPORATION	4/19/2021	INVOICE NO. A3446742 - ADVERTI	209.30
2139	14770714	DAILY JOURNAL CORPORATION	4/22/2021	INVOICE NO. A3443998 - BID NO	228.80
2139	14770719	JOHNSTON TRACTOR, INC.	4/22/2021	BLANKET PO FOR SITE WORK ON TH	76,118.28
2139	14770724	MISSION FEDERAL CREDIT UNION	4/22/2021	IN *EL-NOTARY SERVICES FOR EAS	65.00
2139	14770725	NINYO & MOORE	4/22/2021	BLANKET FOR PRINCIPAL & SENIOR	4,786.00
2139	14772105	ESR CONSTRUCTION INC.	4/26/2021	BLANKET FOR INSTALLATION OF TI	239,818.00
2139 Total				BOND	825,449.13
2519	000444	PACIFIC MOBILE STRUCTURES, INC.	4/26/2021	BLANKET FOR FISCAL YEAR 2020-2	770.42
2519	14768356	ERIC HALL & ASSOCIATES, LLC	4/15/2021	BLANKET FOR FISCAL YEAR 2020-2	91.67
2519 Total				CAPITAL FACILITIES	862.09
6200	14764830	LORETTA MIDDLETON	4/1/2021	CONSULTANT SVCS.	567.00
6200	14768340	BARONA BAND OF MISSION INDIANS	4/15/2021	BARONA - 4TH & 1ST QTR RENTAL FEES	33,250.00
6200	14768385	U.S. BANK CORPORATE PYMT SYS	4/15/2021	U.S. BANK CREDIT CARD	5,989.38
6200	14768387	VERIZON WIRELESS	4/15/2021	VERIZON WIRELESS	1,341.74
6200	14768393	WILKINSON HADLEY KING & CO LLP	4/15/2021	WILKINSON HADLEY KING & CO.	5,200.00
6200	14770730	PROCOPIO CORY HARGREAVES	4/22/2021	PROCOPIO	4,045.00
6200	14773061	SPECIALIZED THERAPY SERVICES	4/29/2021	SPECIALIZED THERAPY SVCS.	4,936.25
6200 Total				BARONA CHARTER	55,329.37
6201	14764821	COX COMMUNICATIONS	4/1/2021	BLANKET FOR 2020-21 FISCAL YEA	990.00
6201	14764831	MRC	4/1/2021	BLANKET PURCHASE ORDER FOR FIS	59.94
6201	14765670	CDW GOVERNMENT, INC.	4/5/2021	GOGUARDIAN SUITE- SUBSCRIPTION	7,969.50
6201	14768348	EDCO DISPOSAL CORPORATION	4/15/2021	BLANKET FOR FISCAL YEAR 2020-2	201.36
6201	14768355	G.U.H.S.D., AQUATICS	4/15/2021	AMOUNT DUE MARCH 2021	1,335.00
6201	14768359	HOME DEPOT CREDIT SERVICES	4/15/2021	BLANKET FOR FISCAL YEAR 2020-2	710.36
6201	14768379	SOUTHWEST SCHOOL & OFFICE SUPPLY	4/15/2021	BLANKET FOR FISCAL YEAR 2020-2	772.73
6201	14769704	AARDVARK ANT & PEST CONTROL, INC	4/19/2021	PEST CONTROL SERVICE	209.00
6201	14769710	BRIGHAM YOUNG UNIVERSITY	4/19/2021	HSS ENROLLMENT	1,875.00
6201	14769713	CIF-SAN DIEGO SECTION	4/19/2021	ADMINISTRATIVE FEE	200.00
6201	14769724	HILLYARD, INC.	4/19/2021	BLANKET FOR FISCAL YEAR 2020-2	643.27
6201	14769730	PSAT/NMSQT	4/19/2021	PSAT/NMSQT TEST	527.00
6201	14769732	ROCKWELL PRINTING, INC.	4/19/2021	HIGH SCHOOL ONLINE (CLOUD HOST	972.00
6201	14769734	SCHOLASTIC CLASSROOM MAGAZINES	4/19/2021	NYT UPFRONT	89.90
6201	14769736	SOCAL RECOGNITION, INC.	4/19/2021	GOLD HONOR CORDS	424.54
6201	14769737	SOUTHWEST SCHOOL & OFFICE SUPPLY	4/19/2021	BLANKET FOR FISCAL YEAR 2020-2	67.34
6201	14769738	VEBA	4/19/2021	MAY 2020-DEC 2020 VARIANCE REPORT	76.00

BOARD WARRANT REPORT
4/01/2021-4/30/2021

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount Charged to Fund
6201	14770706	AT&T	4/22/2021	BLANKET FOR FISCAL YEAR 2020-2	82.61
6201	14770709	CALIFORNIA COAST CREDIT UNION	4/22/2021	CAL COAST CREDIT CARD	2,931.57
6201	14770736	SPARKLETTS	4/22/2021	BLANKET FOR FISCAL YEAR 2020-2	36.61
6201	14773052	CANDLELIGHT FLORIST	4/29/2021	BLUE AND WHITE CARNATIONS	448.97
6201	14773053	COX COMMUNICATIONS	4/29/2021	BLANKET FOR 2020-21 FISCAL YEA	990.00
6201	14773060	SOUTHWEST SCHOOL & OFFICE SUPPLY	4/29/2021	BLANKET FOR FISCAL YEAR 2020-2	206.41
6201	14773066	YOUNG, MINNEY & CORR LLP	4/29/2021	PROFESSIONAL SERVICES THROUGH	3,146.00
6201 Total				RIVER VALLEY CHARTER	24,965.11
GRAND TOTAL					1,764,161.33

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: May 13, 2021

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):

\$7,302.05

Funding Source:

GENERAL FUND, DONATION ACCOUNTS, ETC.

Addresses Emphasis Goal(s):

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

Recommended Action:

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

Originating Department/School: Business Services

Submitted/Recommended By:
Board:



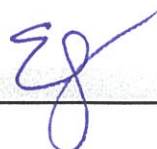
Erin Garcia, Assistant Superintendent

Approved for Submission to the Governing



Dr. Andy Johnsen, Superintendent

Reviewed by Cabinet Member



Lakeside Union School District
Revolving Cash Register
 April 2021

Date	Num	Name	Memo/Description	Amount
04/05/2021	39146	Michael Bishop	TPT - Factors: Multiples, GCF, LCM and Prime Factors Pennant Activity, OD - Classroom Supplies - Copy Paper, Pens, Clipboards, Ink Cartridges.	-150.32
04/05/2021	39147	Kelly Blum	Lakeshore Learning - Launch & Learn, Read Blends, Lace-A-Word, Giant Magnetic Letters.	-138.39
04/05/2021	39148	Lisa DeRosier	Costco - Refreshments For District Meetings.	-29.98
04/05/2021	39149	Sarah Grosskreutz	Target & Walmart - Classroom Book Library & Classroom Supplies..	-58.84
04/05/2021	39150	Won Mi Kim	Reinforcers - Pay Doh Set, Bubble Machine, Drawing Pad, Avengers Board Game, Slime Maker.	-47.37
04/05/2021	39151	Danielle Korydak	Lakeshore - Sensory Bins.	-147.29
04/05/2021	39152	Tiffany Melville	Little Caesars - Lunch For Lemon Crest, PetSmart - Pet Supplies ForLindo Park	-72.08
04/05/2021	39153	Jerred Murphy	Costco - Storage Bins, Tape, Zipties.	-76.43
04/05/2021	39154	Wade Nielsen	GTM, Dollar Tree, Walmart - Headphones for iPads. Playground Balls, Copy Paper, Folder.	-53.21
04/05/2021	39155	Alina Sheikh	Science Supplies & Arts & Crafts.	-58.13
04/05/2021	39156	Tanith Sloan	Class Supplies - Prang Tempera Paint, Ziploc Storage Bags, (4) Small Craft Caddy, Olivia Arts, Love Of Reading Week Activity.	-68.63
04/05/2021	39157	Patricia Smith	Teachers Pay Teachers - Coordinate Grids, Decimals, And Fractions & 5th Grade HW Math Bundle.	-87.00
04/05/2021	39158	Jennifer Speedie	Plants And Soil From Armstrong, Plants From Home Depot, Seeds From Walmart.	-117.29
04/05/2021	39159	Julie Strate	Thrift Books, TPT, One Duck Stuck, Dear Zoo, Yummy Yucky, CA SLP License.	-289.48
04/05/2021	39160	Sharon Sullinger	Dollar Tree - Art Supplies & Asynchronous Work Completion, Craft Supplies For Valentine's Day.	-69.29
04/07/2021	39161	Patricia Fernandez	March 2021 Payroll - Refund.	-355.48
04/07/2021	39162	Gloria Giles	March 2021 Payroll - Refund.	-544.53
04/07/2021	39163	Michael Hopkins	Refund Of Alicia Hopkins' School Lunch Account.	-52.00
04/07/2021	39164	Elizabeth Pairis	Refund Of Isaac Garcia's School Lunch Account.	-21.85
04/07/2021	39165	Kristy Stevens	Refund Of Haleigh & Hannah Stevens' School Lunch Account.	-159.00

Lakeside Union School District
Revolving Cash Register
 April 2021

Date	Num	Name	Memo/Description	Amount
04/07/2021	39166	Jennifer Cook	Refund Of Roman Cook's School Lunch Account.	-63.25
04/09/2021	39167	Roberto Aguilar	Refund Of: Juan Antonio Velarde Salas School Lunch Account.	-88.00
04/09/2021	39168	Linda Andersen	Reimbursement Of Jack Andersen's School Lunch Account.	-88.00
04/09/2021	39169	Daniel Dagenais	Refund Of Desiree Dagenais School Lunch Account.	-25.00
04/09/2021	39170	Ruth Edelson	Refund Of Valencia Edelson's School Lunch Account.	-22.00
04/09/2021	39171	Lynell Gaerlan	Refund Of Zephaniah Gaerlan's School Lunch Account.	-22.25
04/09/2021	39172	Sheena Ludlum	Refund Of Karter Ludlum's School Lunch Account.	-29.00
04/09/2021	39173	Jennifer Raczka	Refund Of Nathan Raczka's School Lunch Account.	-76.50
04/09/2021	39174	Lora Smoot	Refund Of Kianna Smoot's School Lunch Account.	-26.25
04/12/2021	39175	Claudia Flores	ESS Fees For Camila Flores.	-300.00
04/13/2021	39176	Linda Andersen	Reimbursement Of Jack Andersen's School Lunch Account.	-100.00
04/13/2021	39177	Norma Myrbeck	Refund Of Vincent Myrbeck's School Lunch Account.	-90.00
04/13/2021	39178	Cathy Andrews	(3) Canvas Pot Holders For Mothers Day.	-48.46
04/13/2021	39179	John Dungan	USB Mouse	-26.92
04/13/2021	39180	Pam Fleming	CSNO Reimbursement For Invoice #2521	-340.00
04/13/2021	39181	Sheila Florey	Office Depot - Computer Monitor Stand, Comb Binding Combs.	-26.55
04/13/2021	39182	PJ Gilchrist	TPT - (1) Math & (5) Grammar Curriculum - Subject Verb Agreement, Quotation Marks Task Cards, Common Core 3.G.1 Attributes of Polygons.	-16.33
04/13/2021	39183	Sheila Maddox	Math Shapes Game, Place Value Coins, Addition Lock Game, Colored Pencils, Dry Erase Set.	-195.97
04/13/2021	39184	Marjorie Mayen	GO Informative	-135.00
04/13/2021	39185	Casey McNellen	Science Explosion - Coke, Mentos, AlkaSeltzer.	-47.93

Lakeside Union School District
Revolving Cash Register
April 2021

Date	Num	Name	Memo/Description	Amount
04/13/2021	39186	Bruce Mikolaycik	Donuts For Social Studies/Economics Lesson On Supply And Demand Cohort A & B	-79.93
04/13/2021	39187	Jerred Murphy	Costco - PPE Gloves, Water, Squirt Bottles, PPE Gloves, Thermometer, Berry Water For Camp.	-99.84
04/13/2021	39188	Emily Okerlund	Dollar Tree - Assorted DL Student Supplies, Assorted In-Person Storage.	-69.31
04/13/2021	39189	Dahlia Rinck	CC Art Project And Community Mentoring Project - Gourds.	-286.83
04/13/2021	39190	Suzie Smith	Generation Genius (Science) 1 Year Subscription.	-125.00
04/14/2021	39191	Kyla LeBeck	Refund Of J. LeBeck LEAPP Fees & Bank Fees	-212.00
04/14/2021	39193	Franchise Tax Board	FEIN # 95-6001809 / 2021 FORM 592V	-210.00
04/14/2021	39194	Lorraine Homan	September 2020 Payroll - Overage Warrant.	-227.27
04/15/2021	39196	Bianca Stanley	Refund Of Slade Stanley's ESS Fees For Lakeview.	-280.00
04/15/2021	39197	Ashley & Arnie Valenzuela	Refund Of Ashley Valenzuela's LEAPP Fees.	-132.50
04/15/2021	39198	Sam Sarcia	Refund Of June Sarcia's LEAPP Fees.	-110.00
04/20/2021	39199	Erin Fears	Dental Overpayment For March 2021.	-37.34
04/20/2021	39200	American Fidelity	Feb-Mar Disability For Xochitl Shimizu	-74.50
04/23/2021	39201	Matthew Keiper	February 2021 Payroll - Replacing Lost Payroll Warrant From 2/26/21.	-719.93
04/26/2021	39202	San Diego & Imperial County Schools Fringe Benefits Consortium	Feb-Mar Legal For Xochitl Shimizu	-46.80
04/26/2021	39203	San Diego & Imperial County Schools Fringe Benefits Consortium	Feb-Mar Lifel For Xochitl Shimizu Account Number: 025-604346	-10.80
04/26/2021	39204	California Department of Tax and Fee Administration	Period End Date: 31-Mar-2021	-113.00
04/28/2021	39205	Melanie Falkenberg	Refund Of Mikayla Falkenberg's RV ESS Fees.	-96.00
04/29/2021	39206	Gene Claussen	Overpayment For January - December 2020 Retiree Benefits.	-5.00
04/29/2021	39207	April Conner	Overpayment For May 2020 Retiree Benefits.	-2.00

Lakeside Union School District
Revolving Cash Register

April 2021

Date	Num	Name	Memo/Description	Amount
				-\$ 7,302.05

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: May 13, 2021

Agenda Item:

Ratification of Purchase Orders and Change Orders Listing (April 1, 2021 to April 30, 2021)

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 April 1, 2021 through April 30, 2021 is attached.

Fiscal Impact (Cost):

\$4,812,717.94

Funding Source:

General Fund Total: \$168,979.04, Pre-School Fund Total: N/A, Food Services Fund Total: \$66,119.55
Bond Fund Total: \$4,577,619.35

Addresses Emphasis Goal(s):

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

Recommended Action:

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

Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:


Erin Garcia, Assistant Superintendent


Dr. Andy Johnsen, Superintendent

Reviewed by Cabinet Member 

APRIL 2021 PURCHASE ORDERS

PO No.	Supplier	PO Ref	Fund	Site/Dept.	Total
0000006824	WPOHS A MEDICAL CORPORATION	MASK FITTINGS	0100	HR	\$ 113.50
0000006825	WILKINSON HADLEY KING & CO LLP	AUDITING SERVICES	0100	BUS SVCS	\$ 1,130.00
0000006830	SAN DIEGO COUNTY OFFICE OF ED	EQUITY CONFERENCE -	0100	PUP SVCS	\$ 2,189.00
0000006831	NCS PEARSON, INC	ONLINE SCORING	0100	SPED	\$ 13.20
0000006832	ALLIANCE FOR AFRICAN ASSISTANCE	V2020-038 INTERPRETING	0100	SPED	\$ 3,093.64
0000006833	COAST MUSIC THERAPY INC.	V2021-028 MUSIC THERAPY	0100	SPED	\$ 1,812.50
0000006839	SAGE PUBLICATIONS	CURRICULUM	0100	LV	\$ 2,572.35
0000006840	NCS PEARSON, INC	RECORDING FORMS	0100	SPED	\$ 2,205.95
0000006841	WPS	FORMS	0100	SPED	\$ 519.38
0000006843	PEARSON ASSESSMENTS	EDL KITS	0100	LV	\$ 3,342.41
0000006844	P&R PAPER SUPPLY COMPANY, INC.	2020-21 BLANKET COVID	0100	FS	\$ 10,000.00
0000006847	SAN DIEGO COUNTY OFFICE OF ED	T&C	0100	PUP SVCS	\$ 100.00
0000006849	SAN DIEGO COUNTY OFFICE OF ED	T&C	0100	LC	\$ 1,880.00
0000006852	ULINE, INC	SIGNAGE	0100	RV	\$ 2,581.98
0000006853	LAKESHORE LEARNING MATERIALS	ACTIVITIES ITEMS	0100	SPED	\$ 513.88
0000006854	DATEL SYSTEMS INCORPORATED	HARD DRIVES	0100	TECH	\$ 2,392.05
0000006855	LASERCYCLE USA, INC.	PRINTER	0100	EH	\$ 591.01
0000006857	HERITAGE TRUCK PAINTING & AUTO COLLISION	BUS REPAIRS & SERVICES	0100	TRANS	\$ 5,469.59
0000006858	HERITAGE TRUCK PAINTING & AUTO COLLISION	BUS REPAIR SERVICES	0100	TRANS	\$ 5,119.47
0000006859	HERITAGE TRUCK PAINTING & AUTO COLLISION	BUS REPAIR & SERVICES	0100	TRANS	\$ 5,154.59
0000006860	SAVVAS LEARNING COMPANY LLC	HISTORY FOR LV	0100	ED SVCS	\$ 8,825.90
0000006861	DATEL SYSTEMS INCORPORATED	CISCO SMARTNET	0100	TECH	\$ 21,759.00
0000006863	FRONTLINE TECHNOLOGIES GROUP LLC	V2021-066 SUB SYSTEM	0100	HR	\$ 6,300.00
0000006865	DATEL SYSTEMS INCORPORATED	3 LAPTOPS & ACCESSORIES	0100	TDS	\$ 7,098.02
0000006866	DATEL SYSTEMS INCORPORATED	2 LAPTOPS & ACESSORIES	0100	WG	\$ 5,834.19
0000006870	DATEL SYSTEMS INCORPORATED	SOFTWARE	0100	TECH	\$ 3,969.00
0000006874	NETOP TECH INC.	VIS FOR CHROMEBOOKS	0100	TECH	\$ 4,180.00
0000006875	SAVVAS LEARNING COMPANY LLC	CURRICULUM	0100	ED SVCS	\$ 5,086.06
0000006876	SAVVAS LEARNING COMPANY LLC	CURRICULUM	0100	ED SVCS	\$ 7,336.07
0000006877	SAVVAS LEARNING COMPANY LLC	CURRICULUM	0100	ED SVCS	\$ 3,456.58
0000006878	SAVVAS LEARNING COMPANY LLC	CURRICULUM	0100	ED SVCS	\$ 10,742.62
0000006879	SAVVAS LEARNING COMPANY LLC	CURRICULUM	0100	ED SVCS	\$ 2,132.93
0000006880	SAVVAS LEARNING COMPANY LLC	CURRICULUM	0100	ED SVCS	\$ 329.65
0000006881	SAVVAS LEARNING COMPANY LLC	TEXTBOOKS	0100	ED SVCS	\$ 9,045.45
0000006882	NCS PEARSON, INC	ONLINE SCORING	0100	SPED	\$ 17.07
					\$ 146,907.04
0000006826	TAKKT AMERICA HOLDING INC	KETTLE WHIP	1300	FS	\$ 57.32
0000006827	K GRAPHICS POSTERS	MENU POSTERS	1300	FS	\$ 130.38
0000006828	TAKKT AMERICA HOLDING INC	STIRRING PADDLE	1300	FS	\$ 77.70

APRIL 2021 PURCHASE ORDERS

PO No.	Supplier	PO Ref	Fund	Site/Dept.	Total
0000006829	LASERCYCLE USA, INC.	LASERJET COLOR PRINTER	1300	FS	\$ 796.27
0000006837	ECONOMY RESTAURANT & SUPPLY CO	CAN OPENER	1300	FS	\$ 1,521.34
0000006842	ECONOMY RESTAURANT & SUPPLY CO	APPLIANCETEMS TDS KITCHEN	1300	FS	\$ 32,576.06
0000006845	CHEMSEARCH	V2021-019 WATER TREATMENT	1300	FS	\$ 408.75
0000006871	4IMPRINT, INC.	T-SHIRTS	1300	FS	\$ 364.17
0000006872	K GRAPHICS POSTERS	LUNCH POSTERS	1300	FS	\$ 187.56
					\$ 36,119.55
0000006838	HP INSPECTIONS, INC.	BLANKET/HP INSPECTIONS	2139	BOND	\$ 11,315.00
0000006846	NINYO & MOORE	BLANKET LF PARKING LOT	2139	BOND	\$ 19,148.50
0000006850	DAILY JOURNAL CORPORATION	ADVERTISING	2139	BOND	\$ 209.30
0000006851	DAILY JOURNAL CORPORATION	ADVERTISING	2139	BOND	\$ 228.80
0000006862	ESR CONSTRUCTION INC.	TDS GYM - BOND	2139	BOND	\$ 2,691,976.00
0000006867	SWCS INC.	TDS MPR MODERNIZATION	2139	BOND	\$ 1,851,023.00
0000006873	COLBI TECHNOLOGIES, INC.	QUALITY BIDDERS	2139	BOND	\$ 3,718.75
					\$ 4,577,619.35
CHANGE ORDER AMOUNT INFORMATION					
0000006039	DIALCOM	BLANKET 2020-21	0100	MAINT	\$ 2,000.00
0000006054	HAWTHORNE RENT IT SERVICE	BLANKET 2020-21	0100	MAINT	\$ 1,000.00
0000006100	SYCAMORE LANDFILL	BLANKET 2020-21	0100	MAINT	\$ 2,500.00
0000006574	COX COMMUNICATIONS	BLANKET 2020-21	0100	DISTRICT	\$ 16,572.00
					\$ 22,072.00
0000006149	SYSCO	BLANKET 2020-21	1300	FS	\$ 10,000.00
0000006569	DOMINOS PIZZA	BLANKET 2020-21	1300	FS	\$ 20,000.00
					\$ 30,000.00
TOTAL PURCHASE ORDERS					\$ 4,760,645.94
TOTAL CHANGE ORDERS					\$ 52,072.00
TOTAL PO'S AND C/O'S					\$ 4,812,717.94

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: May 13, 2021

Agenda Item:

Ratification of P Card expenditure transactions for the month of March 2021.

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 March 2021.

Fiscal Impact (Cost):

\$7,203.19

Funding Source:

General Fund Total: \$6,590.46, Child Development Fund Total: \$335.85, Food Services Fund Total: \$211.88, Bond Fund Total: \$65

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**

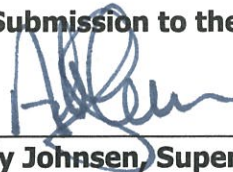
Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Erin Garcia, Assistant Superintendent



Dr. Andy Johnsen, Superintendent

Reviewed by Cabinet Member 

MARCH 2021 MISSION FEDERAL P-CARD LEDGER

ACCT NAME	POST DATE	AMT	MERCHANT NAME	FIN.ACCOUNTING CODE	FIN.EXPENSE DESCRIPTION
BEISIGL,BRIAN	03/03/2021	\$ 114.22	AMAZON WEB SERVICES	0100 0000000 0000 7700 5800000 189 730	CLOUD STORAGE ON AMAZON
		\$ 114.22		0100 0000000 0000 7700 5800000 189 730	
BOWMAN,ROBYN	03/10/2021	\$ 114.09	SMART AND FINAL 929	1200-6105000-0001-1000-4300000-376-205	VARIOUS COOKING SUPPLIES AND SNACKS
		\$ 114.09		1200-6105000-0001-1000-4300000-376-205	
BOWMAN,ROBYN	03/24/2021	\$ 143.05	SAMSClub #6235	1200-6105000-0001-1000-4300000-082-205	MISC HOLIDAY SUPPLIES, SNACKS, ETC
BOWMAN,ROBYN	03/24/2021	\$ 58.85	TARGET 00018465	1200-6105000-0001-1000-4300000-082-205	MISC CLEANING SUPPLIES, TOYS, HOLIDAY ITEMS, ETC
		\$ 201.90		1200-6105000-0001-1000-4300000-082-205	
COX,GRACE	03/03/2021	\$ 215.49	WWW COSTCO COM	0100 1100000 0000 2700 4300000 384 190	OFFICE CHAIR FOR HEALTH CLERK
		\$ 215.49		0100 1100000 0000 2700 4300000 384 190	
COX,GRACE	03/12/2021	\$ 72.00	POWTOON.COM	0100 1100000 0000 2700 5800092 384 190	SOFTWARE FOR EDITING SCHOOL VIDEOS
		\$ 72.00		0100 1100000 0000 2700 5800092 384 190	
DEROSIER,LISA A	03/12/2021	\$ (384.00)	SMK*SURVEYMONKEY.COM	0100 0000000 0000 7200 5800092 189 610	CREDIT
	03/12/2021	\$ 384.00	SMK*SURVEYMONKEY.COM	0100 0000000 0000 7200 5800092 189 610	CREDIT WILL BE ISSUED
		\$ -		0100 0000000 0000 7200 5800092 189 610	
GARCIA,ERIN	03/24/2021	\$ 195.00	BRUSTEIN & MANASEVIT	0100 3212000 0000 7200 5200010 189 670	CDE WORKSHOP-CARES ACT FOR S.JOHNSTON
	03/17/2021	\$ 195.00	SCHOOL SERVICES OF CAL	0100 3212000 0000 7200 5200010 189 670	COVID FUNDS WEBINAR FOR E.GARCIA
		\$ 390.00		0100 3212000 0000 7200 5200010 189 670	
GARCIA,ERIN	03/29/2021	\$ 270.00	INT*QUICKBOOKS ONLINE	0100 0000000 0000 7200 5800000 189 670	ANNUAL SUBSCRIPTION TO QUICKBOOKS
	03/21/2021	\$ 39.98	ADOBE *800-833-6687	0100 0000000 0000 7200 5800000 189 670	EARLY TERMINATION FEE (WILL BE REFUNDED IN APRIL)
	03/01/2021	\$ 19.99	ADOBE *800-833-6687	0100 0000000 0000 7200 5800000 189 670	MONTHLY SERVICE FOR ADOBE
		\$ 329.97		0100 0000000 0000 7200 5800000 189 670	
GARCIA,ERIN	03/21/2021	\$ 8.98	ALLIES GIFTS AND SHIPP	0100 0000000 0000 7200 5900010 189 670	MAILING OF SIGNED DOCUMENTS OVERNIGHT
	03/11/2021	\$ 1.55	USPS PO 0541460040	0100 0000000 0000 7200 5900010 189 670	MAILING OF COBRA DOCUMENTS
		\$ 10.53		0100 0000000 0000 7200 5900010 189 670	
GREEN,TESSA	03/11/2021	\$ 31.35	DOLLARTREE	0100 0300675 1110 1000 4300000 376 170	ITEMS FOR POSITIVE ATTENDANCE
	03/07/2021	\$ 884.28	OTC BRANDS INC	0100 0300675 1110 1000 4300000 376 170	ITEMS FOR THE 5TH GRADE PARTY
		\$ 915.63		0100 0300675 1110 1000 4300000 376 170	
HARDIMAN,LESLIE	03/05/2021	\$ 430.96	WWW COSTCO COM	0100 1100000 1110 1000 4300000 047 270	4 PNEUMATIC DESK RISERS
		\$ 430.96		0100 1100000 1110 1000 4300000 047 270	
KEIPER,KEITH	03/11/2021	\$ 33.00	MAP OF THE MONTH	0100 1100500 1110 1000 4300000 092 230	CALIFORNIA MAPS FOR SCIENCE IN CLASSROOM.
		\$ 33.00		0100 1100500 1110 1000 4300000 092 230	
KEIPER,KEITH	03/03/2021	\$ 12.36	ALBERTSONS #0738	0100 0100010 1110 1000 4300000 092 230	WATER FOR STUDENTS, BATTERIES FOR HAND SANITIZERS
		\$ 12.36		0100 0100010 1110 1000 4300000 92 230	
MORALES,JULIO C	03/18/2021	\$ 1,062.26	MAGNATAG VISIBLE SYSTE	0100 0000000 0000 7200 4400010 189 650	WHITEBOARD 3 MONTH CALENDAR FOR DEPT. MGMT
		\$ 1,062.26		0100 0000000 0000 7200 4400010 189 650	
MULL,STEVE	03/21/2021	\$ 167.96	THE HOME DEPOT #0673	0100 1100000 1110 1000 4300000 350 250	STORAGE CONTAINERS
	03/21/2021	\$ 167.96	THE HOME DEPOT #0673	0100 1100000 1110 1000 4300000 350 250	STORAGE CONTAINERS
	03/21/2021	\$ (167.96)	THE HOME DEPOT #0673	0100 1100000 1110 1000 4300000 350 250	CREDIT - ORDER CANCELED
		\$ 167.96		0100 1100000 1110 1000 4300000 350 250	
MULL,STEVE	03/16/2021	\$ 39.00	WEISSMAN DESIGNS FOR D	0100 0300672 1110 1000 4300000 350 250	CHORUS COSTUMES
	03/16/2021	\$ 1,493.40	WEISSMAN DESIGNS FOR D	0100 0300672 1110 1000 4300000 350 250	CHORUS COSTUMES
	03/02/2021	\$ 93.69	WEISSMAN DESIGNS FOR D	0100 0300672 1110 1000 4300000 350 250	CHORUS COSTUMES
		\$ 1,626.09		0100 0300672 1110 1000 4300000 350 250	

MARCH 2021 MISSION FEDERAL P-CARD LEDGER

ACCT NAME	POST DATE	AMT	MERCHANT NAME	FIN.ACCOUNTING CODE	FIN.EXPENSE DESCRIPTION
MULL, STEVE	3/30/21	\$ 199.00	FS *BONX	0100 1100000 1110 1000 5800092 350 250	SOFTWARE LICENSE FOR ANNOUNCEMENT SYSTEM
		\$ 199.00		0100 1100000 1110 1000 5800092 350 250	
MURPHY,JERRED C	03/28/2021	\$ 19.86	SMART AND FINAL 929	1200-9010200-8500-5000-4300000-781-205	MISC SNACK SUPPLIES
		\$ 19.86			
OWENS,TODD	03/08/2021	\$ 65.00	IN *ELEVENTH HOUR MOBI	2139 9010749 0000 8500 6200050 018 670	NOTARY SERVICES FOR EASEMENT ACCESS RE: TDS BOND PROJECT
		\$ 65.00		2139 9010749 0000 8500 6200050 018 670	
ROSA,JIM	03/16/2021	126.45	7045.4832.6754 IKEA US	0100 1100000 1110 1000 4300000 343 110	STOOLS FOR CLASSROOM (12)
	03/11/2021	\$ 264.62	IKEA SAN DIEGO	0100 1100000 1110 1000 4300000 343 110	41 STOOLS
		\$ 391.07		0100 1100000 1110 1000 4300000 343 110	
ROSA,JIM	03/12/2021	\$ 270.00	STARFALL EDUCATION	0100 0980000 1110 1000 5800092 343 110	STARFALL LICENSE
		\$ 270.00		0100 0980000 1110 1000 5800092 343 110	
THOMAS,AMANDA	03/16/2021	\$ 110.98	DIEGO DESSERTS INC	1300 5310000 0000 3700 4700000 189 770	FOOD
	03/09/2021	\$ 100.82	RESTAURANT DEPOT	1300 5310000 0000 3700 4700000 189 770	FOOD
		\$ 211.80		1300 5310000 0000 3700 4700000 189 770	
WINSPEAR,NATALIE	03/18/2021	\$ 175.00	CASCWA	0100 0980000 1110 2490 5200010 189 620	CASCWA ANNUAL CONFERENCE (VIRTUAL) P. FERNANDEZ
	03/18/2021	\$ 175.00	CASCWA	0100 0980000 1110 2490 5200010 189 620	CASCWA ANNUAL CONFERENCE (VIRTUAL) N. WINSPEAR
		\$ 350.00		0100 0980000 1110 2490 5200010 189 620	

\$ 7,203.19

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: May 13, 2021

Agenda Item:

Adoption is requested of Resolution No. 2021-26 designating authorized agents to receive mail and pick up warrants at the County Office of Education. Adoption is requested of Resolution No. 2020-27 for Erin Garcia and Brenda Huyser to be the authorized agents for Payment Order. Adoption is requested of Resolution No. 2020-28, designating Erin Garcia as authorized agent to sign the school orders (commercial warrants). Adoption is requested of Resolution No. 2020-29 authorizing the replacement of warrants by the Superintendent, the Assistant Superintendent of Business, the Assistant Superintendent of Educational Services and the Finance Director.

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

Pursuant to various sections of the Education Code, it is necessary that the governing board pass a series of resolutions prior to the beginning of each fiscal year in order to maintain a current register of persons authorized to act on behalf of the school district.

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:

Approved for Submission to the Governing Board:


Erin Garcia, Assistant Superintendent


Dr. Andy Johnsen, Superintendent

Reviewed by Cabinet Member 

RESOLUTION # 2021-26
RESOLUTION DESIGNATING AUTHORIZED AGENT TO RECEIVE MAIL
AND PICK UP WARRANTS AT THE COUNTY OFFICE OF EDUCATION

Lakeside Union School District School District, San Diego County ON MOTION

OF member _____, seconded by member _____

effective July 1, 2021 through June 30, 2022.

IT IS RESOLVED AND ORDERED that:

1. The authorized agent (**one person only**) to receive mail from the Accounting/Payroll Sections is Erin Garcia.
2. The authorized person(s) or district(s) to pick up warrants from the County Office (other than the mail addressee) are:

Erin Garcia, Shannon Johnston, Brenda Huyser, Rachel Camarero, Cathy Nevins, Aimee McReynolds

Amev Brown, Samantha Orahoad, Keri Wutzke

- | | mail | hold | consortium | |
|--------------|--------------------------|--------------------------|--------------------------|---|
| 3. Check one | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Monthly payroll warrants each and every month. |
| Check one | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Daily/Hourly payroll warrants each and every month. |

IT IS FURTHER RESOLVED that, this motion shall stand and that all additions and deletions shall be submitted in writing to the San Diego County Office of Education.

PASSED AND ADOPTED by said Governing Board on May 13, 2021 by the following vote:
(date)

AYES: _____ MEMBERS

NOES: _____ MEMBERS

ABSENT: _____ MEMBERS

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS

I, Bonnie LaChappa, Clerk of the Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly passed and adopted by said Board at a regularly called and conducted meeting held on said date.

Secretary/Clerk of the Governing Board

Manual signature(s) of authorized person(s):

Facsimile signature(s), if applicable:
(Rubber Stamp)

Rachel Camarero
Aimee McReynolds
Cathy Nevins
Brenda Huyser
Shannon Johnston
Erin Garcia

Erin Garcia

RESOLUTION # 2021-27
PAYMENT ORDER RESOLUTION

Lakeside Union School District School District, San Diego County ON MOTION
OF member _____, seconded by member _____
effective July 1, 2021 through June 30, 2022.

IT IS RESOLVED AND ORDERED that, in accordance with the provisions of Section 3100 et seq., Chapter 8, Division 4, Title I of the Government Code (all districts), the following person(s) be and is hereby designated to ascertain and certify that each employee of said district has taken the oath of allegiance.

Erin Garcia or Brenda Huyser.

IT IS FURTHER RESOLVED AND ORDERED that, in accordance with the payroll procedure provided in Education Code Section 45310 (merit system districts only), no warrant shall be drawn by or on behalf of the governing board of this district for the payment of any salary or wage to any employee in the classified service unless the assignment bears the certification of the following person:

_____, Personnel Director

IT IS FURTHER RESOLVED that this motion shall stand and that all additions and deletions shall be submitted in writing to the San Diego County Office of Education.

PASSED AND ADOPTED by said Governing Board on May 13, 2021 by the following vote:
(date)

AYES: _____ MEMBERS

NOES: _____ MEMBERS

ABSENT: _____ MEMBERS

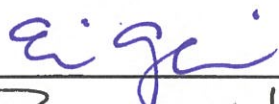
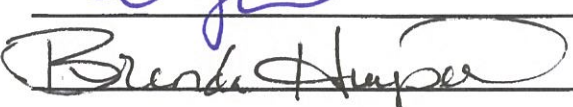
STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS

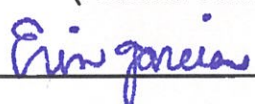
I, Bonnie LaChappa, Clerk of the Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly passed and adopted by said Board at a regularly called and conducted meeting held on said date.

Secretary/Clerk of the Governing Board

Manual signature(s) of authorized person(s):

Facsimile signature(s), if applicable:
(Rubber Stamp) Gov Code Sec. 5501



RESOLUTION # 2021-28
**RESOLUTION DESIGNATING AUTHORIZED AGENT TO SIGN SCHOOL ORDERS
(COMMERCIAL WARRANTS)**

Lakeside Union School District School District, San Diego County ON MOTION

OF member _____, seconded by member _____

effective July 1, 2021 through June 30, 2022.

IT IS RESOLVED AND ORDERED that, pursuant to the provisions of Education Code Section 42632 or 85232, Erin Garcia be and is hereby authorized to sign any and all orders in the name of said District, drawn on the funds of said District.

IT IS FURTHER RESOLVED that this motion shall stand and that all additions and deletions shall be submitted in writing to the San Diego County Office of Education.

PASSED AND ADOPTED by said Governing Board on May 13, 2021 by the following vote: (date)

AYES: _____ MEMBERS

NOES: _____ MEMBERS

ABSENT: _____ MEMBERS


STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS

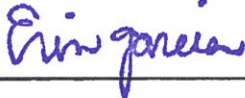
I, Bonnie LaChappa, Clerk of the Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly passed and adopted by said Board at a regularly called and conducted meeting held on said date.

Secretary/Clerk of the Governing Board

Manual signature(s) of authorized person(s):

Facsimile signature(s), if applicable:
(Rubber Stamp)


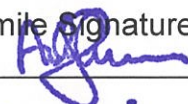

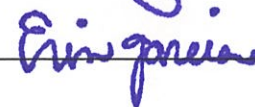
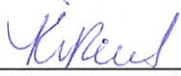






Lakeside Union SCHOOL DISTRICT
RESOLUTION #2021-29 AUTHORIZING THE REPLACEMENT OF WARRANTS

On a motion of Member _____, seconded by Member _____ the following Resolution is adopted:

WHEREAS, during the course of business, this School District issues payroll and commercial warrants for the payments of goods and services received by the District; and
WHEREAS, payroll and commercial warrants are lost, stolen, mutilated, or expire upon occasion; and
WHEREAS, a petition for issuance of a new warrant may be presented by the payee pursuant to Government Code section 29802.
NOW, THEREFORE BE IT RESOLVED by the governing Board of the
Lakeside Union
School District of San Diego County, California, that the following persons shall be authorized to reissue new payroll and commercial warrants upon presentation of a properly completed petition for issuance of a new warrant if such new warrant does not exceed the amount of the original warrant.

	Manual Signature	Facsimile Signature
Superintendent		
Assistant Superintendent, Business Services		
Assistant Superintendent, Employer/Employee Relations		
Assistant Superintendent, Educational Services		
Director of ^{Finance} Accounting		

PASSED AND ADOPTED by said Governing Board on _____

AYES: _____

NOES: _____

ABSENT: _____

I, _____ Clerk of the Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by the Governing Board at a regularly called and conducted meeting held on said date.

Clerk of the Governing Board

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: May 13, 2021

Agenda Item:

Approval of the May contracts list for the fiscal year, 2020-21.

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

Approval is requested for the attached list of agreements with outside vendors for fiscal year, 2020-21.

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 

LUSD CONTRACTS

Agency Name	Description	Contract #	Dept./Site	Began	Ends	Amount (not to exceed)
Infinisource Benefit Services	COBRA Benefit Administration	V2021-067	BUS SVCS	5/1/2021	6/30/2022	\$2,835.00
Golden Rule Signs LLC	Marquis Sign at Lakeview Elem.	V2021-068	LV	5/4/2021		\$15,022.03

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: May 13, 2021

Agenda Item:

Approval of the side letter of agreement with the District and the California School Employees Association (CSEA) and its Lakeside Chapter 240 regarding Resolution 2021-20.

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

Approval is requested of the attached side letter of agreement between the District and the CSEA and its Lakeside Chapter 240 regarding Resolution No. 2021-20, elimination or reduction of five instructional assistants-preschool, and one Preschool Teacher. The agreement addresses substitute service, retention of rights, use of volunteers, health and retiree benefits for the full time employee covered through September 30, 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:

- | | |
|---|--|
| <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 

SIDE LETTER OF AGREEMENT

Between the
LAKESIDE UNION SCHOOL DISTRICT
BOARD OF TRUSTEES
and the
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)
and its
LAKESIDE CHAPTER #240

Regarding the Parties' Discussions
Pursuant to Article 28.13 of the 2019-2022 Bargaining Agreement
April 15, 2021

WHEREAS, on March 11, 2021, the Governing Board of the Lakeside Union School District will consider approval of Resolution 2021-20, to eliminate or reduce the following positions:

Instructional Assistant - Preschool	.4375 Full Time Equivalent	Discontinued effective May 14, 2021
Instructional Assistant - Preschool	.4375 Full Time Equivalent	Discontinued effective May 14, 2021
Instructional Assistant - Preschool	.1975 Full Time Equivalent	Reduced effective May 14, 2021
Instructional Assistant - Preschool	.4375 Full Time Equivalent	Discontinued effective June 11, 2021
Instructional Assistant - Preschool	.4375 Full Time Equivalent	Discontinued effective June 11, 2021
Preschool Teacher	1.0 Full Time Equivalent	Discontinued effective June 11, 2021

WHEREAS, the Lakeside Union School District and the California School Employees Association and its Lakeside Chapter #240 agree to the following regarding the positions referenced above:

1. **Substitute Service:** Employees whose hours have been reduced as a result of this layoff may be placed on the substitute list for positions for which they are qualified. Employees whose hours have been reduced as a result of this layoff who substitute in the same classification in which he/or she is currently employed, then the employee shall be paid his/her regular rate of pay, and if he/she substitutes in other classifications, he/she shall be paid the applicable substitute rate; and

2. **Retention of Rights:** Employees subject to layoff shall retain all rights and benefits guaranteed to them by the California Education Code, the Educational Employment Relations Act, Tucker v. Grossmont Union High Sch. Dist., 168 Cal. App. 4th 640, 85 Cal. Rptr. 3d 527 (2008); and the 2019-2022 Collective Bargaining Agreement between the Lakeside Union School District Board of Trustees and the California School Employees Association and its Lakeside Chapter #240 ("Collective Bargaining Agreement"); and
3. **Use of Volunteers:** Volunteers may not be utilized by the District to serve in lieu of the positions that are subject to elimination or reduction in hours referenced above; and
4. **Health and Retiree Health Benefits:** In the event the Employee in the classification of Preschool Teacher and subject to layoff effective June 11, 2021 retires on or before June 30, 2021, she shall be eligible for District retiree benefits consistent with the Parties' 2019-2022 Collective Bargaining Agreement ("CBA") Article 12.7.1. If the Employee in the classification of Preschool Teacher and subject to layoff effective June 11, 2021 does not retire on or before June 30, 2021, the employee shall retain their existing health benefits through September 30, 2021 or her date of resignation, whichever is sooner, however, she will no longer be eligible for retiree benefits pursuant to Article 12.7.1.

This Side Letter applies to the elimination and reduction of the above-referenced positions reduced in 2021 only and is not precedent setting. Should any conflict exist between the provisions of this Side Letter and the 2019-2022 Collective Bargaining Agreement, the provisions of this Side Letter shall prevail.




For the CSEA



For the CSEA

4/15/2021

Date



For the District

4-15-2021

Date

Date Ratified By the Governing Board

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: May 13, 2021

Agenda Item:

Approval of the purchase of 650 Apple iPads, Mosyle Manager iOS, Logitech Combo cases, and deployment services.

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

Approval is requested of the purchase of 650 Apple 10.2 inch iPads with Mosyle Manager iOS, and Logitech Combo cases. These iPads will be deployed to 3rd graders during the 2021-22 school year. Additionally, the District will surplus approximately 1200 older model iPads to help offset the cost of the remaining lease agreements. Apple continues to be the "Sole Source" provider for Apple products to K-12 education institutions.

Fiscal Impact (Cost):

\$304,905.23

Funding Source:

In Person Instructional Grant-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 

Apple Inc. Education Price Quote

Customer:	Brian Beisigl LAKESIDE UNION SCHOOL DISTRICT Phone: 619-390-2600 email: bbeisigl@lsusd.net	Apple Inc:	Kent Christensen One Apple Park Way Cupertino, CA 95014 Phone: +1-619-8280100 email: kchristensen@apple.com
Apple Quote:	2210157288		
Quote Date:	Monday, May 03, 2021		
Quote Valid Until:	Wednesday, June 02, 2021		

Quote Comments:
Please reference Apple Quote number on your Purchase Order.

#	Product Description	Qty	Unit List Price	Discount per Unit	Unit Discounted Price	Extended Discounted Price
1	10.2-inch iPad Wi-Fi 32GB – Space Gray (10-pack) Part Number MYLU2LL/A	650	\$294.00	\$0.00	\$294.00	\$191,100.00
2	Logitech Rugged Combo 3 Case with Integrated Smart Connector Keyboard for 10.2-inch iPad (7th and 8th generation) – Blue Part Number HNMA2ZM/A	650	\$99.95	\$0.00	\$99.95	\$64,967.50
3	APS PROJ COORDINATOR SVCS-USA Part Number D7975LL/A	1	\$5,400.00	\$1,080.00	\$4,320.00	\$4,320.00
4	APS CONFIG SVCS REMOTE – 4HR-USA Part Number D8535LL/A	1	\$900.00	\$180.00	\$720.00	\$720.00
5	APS CUSTOM IPAD DEPLOY OFFSITE SVCS-USA Part Number D6160LL/A	650	\$20.00	\$2.00	\$18.00	\$11,700.00
6	Mosyle Manager for iOS, macOS and tvOS Subscription License (3	650	\$14.85	\$0.00	\$14.85	\$9,652.50

year)

Part Number HM7B2LL/A

Extended EDU List Price Total	\$285,020.00
Total Discount	\$2,560.00
Extended Discounted Price Subtotal	\$282,460.00
– eWaste Fee / Recycling Fee	\$2,600.00
– Additional Tax	\$0.00
– Estimated Tax	\$19,845.23
– Total Tax	\$19,845.23
Extended Discounted Total Price*	\$304,905.23

*In most cases Extended discounted Total price does not include Sales Tax

*If applicable, eWaste/Recycling Fees are included. Standard shipping is complimentary

Complete your order by one of the following:

- This document has been created for you as Apple Quote ID 2210157288. Please contact your institution's Authorized Purchaser to submit the above quote online. For account access or new account registration, go to <https://ecommerce.apple.com>. Simply go to the Quote area of your Apple Education Online Store, click on it and convert to an order.
 - For registration assistance, call 1.800.800.2775
- If you are unable to submit your order online, please send a copy of this Quote with your Purchase Order via email to institutionorders@apple.com. **Be sure to reference the Apple Quote number on the PO to ensure expedited processing of your order.**
 - For more information, go to provision C below, for details.

THIS IS A QUOTE FOR THE SALE OF PRODUCTS OR SERVICES. YOUR USE OF THIS QUOTE IS SUBJECT TO THE FOLLOWING PROVISIONS WHICH CAN CHANGE ON SUBSEQUENT QUOTES:

- A. ANY ORDER THAT YOU PLACE IN RESPONSE TO THIS QUOTE WILL BE GOVERNED BY (1) ANY CONTRACT IN EFFECT BETWEEN APPLE INC. ("APPLE") AND YOU AT THE TIME YOU PLACE THE ORDER OR (2), IF YOU DO NOT HAVE A CONTRACT IN EFFECT WITH APPLE, CONTACT contracts@apple.com.
- B. ALL SALES ARE FINAL. PLEASE REVIEW RETURN POLICY BELOW IF YOU HAVE ANY QUESTIONS. IF YOU USE YOUR INSTITUTION'S PURCHASE ORDER FORM TO PLACE AN ORDER IN RESPONSE TO THIS QUOTE, APPLE REJECTS ANY TERMS SET OUT ON THE PURCHASE ORDER THAT ARE INCONSISTENT WITH OR IN ADDITION TO THE TERMS OF YOUR AGREEMENT WITH APPLE.
- C. YOUR ORDER MUST REFER SPECIFICALLY TO THIS QUOTE AND IS SUBJECT TO APPLE'S ACCEPTANCE. ALL FORMAL PURCHASE ORDERS SUBMITTED BY EMAIL MUST SHOW THE INFORMATION BELOW:
 - APPLE INC. AS THE VENDOR
 - BILL-TO NAME AND ADDRESS FOR YOUR APPLE ACCOUNT
 - PHYSICAL SHIP-TO NAME AND ADDRESS (NO PO BOXES)
 - PURCHASE ORDER NUMBER
 - VALID SIGNATURE OF AN AUTHORIZED PURCHASER
 - APPLE PART NUMBER AND/OR DESCRIPTION OF PRODUCT AND QUANTITY



APPLE CONFIDENTIAL

August 11, 2020

RE: Apple Sole Source Letter

Lakeside Union School District
Brian Beisigl, Technology Manager
12335 Woodside Avenue
Lakeside, CA 92040

Dear Brian:

The purpose of this Apple Sole Source Letter is to inform you and your organization that Apple Inc. ("Apple") is the sole source provider of Apple Products for private and public K-12 education institutions in the United States with a few limited exceptions.

"Apple Products" refers to Services, CTO Products, hardware and software products manufactured, distributed, or licensed under an Apple-owned or licensed brand name that an Apple customer has paid to acquire or has properly licensed from Apple for its own use, but excluding any third-party software and all other third party products.

"Services" means collectively, the standard, price-listed services, support, and/or training products sold under the Apple brand name. "Configure-To-Order Products" or "CTO Products" means Products that Apple modifies from its standard configurations and that are available to an Apple customer only by special order.

The only source of Apple Products for private or public K-12 education institutions is Apple with a few limited exceptions. Only a handful of strategic resellers, such as AT&T, Sprint, T-Mobile, and Verizon, are authorized to sell Apple Products to private and public K-12 education institutions in the United States.

Apple will continue to have a direct sales and purchasing relationship with K-12 education institutions and, aside from a very small number of exceptions, will continue to be the sole source for all of the Apple Products sold to K-12 education institutions.

Apple may change or update this letter in its sole discretion.

Sincerely,

A handwritten signature in blue ink that reads "Vanessa Boenig".

Vanessa Boenig
Apple Inc.
U.S. Bids and Sales Contracts Management

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: May 13, 2021

Agenda Item:

Approve purchase of two new school buses and Adoption of Resolution No. 2021-32 Piggyback on the South County Support Services Agency Bid # 1819-SC11-01.

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

The purchase of two new busses for use in Transportation were needed to fully reopen schools in April 2021. These two buses will replace two older buses that no longer meet emissions requirements in the State of California.

Public Contract Code section 20118 allows the use of piggybacking on other public agency contracts as long as piggybacking is included in the original bid. South County Support Services Agency conducted a bid process incorporating piggyback provisions to allow school districts to purchase buses using this bid. The bid and piggyback provisions were renewed in November 2020.

Fiscal Impact (Cost):

\$170,650.86

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 

**RESOLUTION NO. 2021-32 OF THE GOVERNING BOARD
OF THE LAKESIDE UNION SCHOOL DISTRICT
AUTHORIZING TO PIGGYBACK ON
SOUTH COUNTY SUPPORT SERVICES AGENCY
Bid #1819-SC11-01**

WHEREAS, South County Support Services Agency ("Bidding Agency") conducted a bid process incorporating piggyback provisions for procurement of school buses at the same price and upon the same terms and conditions as the Bidding Agency receives ("Piggybackable Bid") pursuant to Sections 20118 and 20652 of the Public Contract Code of California: and,

WHEREAS, the Lakeside Union School District ("District") wishes to purchase or contract for equipment listed on the Piggybackable Bid: and,

WHEREAS, this Board has determined it to be in the best interests of the District to purchase or contract for the above stated items from the Piggybackable Bid.

NOW, THEREFORE, be it resolved that the Board of Education of Lakeside Union School District authorizes Lakeside Union School District to make purchases using the Piggybackable Bid.

BE IT FURTHER RESOLVED, that Erin Garcia, Assistant Superintendent of Business Services, is hereby authorized and empowered to execute in the name of Lakeside Union School District all necessary documents to implement and carry out the purpose of this resolution.

I hereby certify the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted by the Board at a meeting held on the 13th of May, 2021 by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA)

)

COUNTY OF SAN DIEGO)

I, Bonnie LaChappa, Clerk of the Board of Education, do hereby certify that the foregoing is a full, true and correct copy of a resolution duly passed and adopted by said Board at a regularly called and conducted meeting held on said date.

Bonnie LaChappa, Clerk of the Board



Creative Bus Sales

Creative Bus Sales
14740 Ramona Ave
Chino, CA 91710

Phone: 909.465.5528
Fax: 909.465.5529
www.creativebussales.com

Buyer's Order Contract

Date:	March 12, 2021	Unit #(s):	TBD
Customer Name:	Lakeside Union School District		
Contact:	Todd Owens	Phone:	619-390-2680
Address:	9707 Marilla Drive	Fax:	
City, State, Zip:	Lakeside, CA 92040	E-Mail:	towens@lsusd.net
Sys2K Entity #:		Salesperson:	Mauro Bologna
Ship To Address:	Attn: Todd Owens - Lakeside Union School District - 9707 Marilla Drive		
Ship To Address Cont'd:	Lakeside, CA 92040		
Ship To Phone:	619-390-2680	Ship To Email:	towens@lsusd.net
Finance Source:		Contact:	
Address:		Phone:	
City, State, Zip:		Fax:	
Description of Vehicle:	Starcraft model Quest School Bus		
VIN #:	TBD		
Engine Type:	Gas	FOB Terms:	Shipping
Number of Passengers:	24	Wheelchair Positions:	1
Estimated Delivery Date:	45 days after PO	Payment Terms:	Net 30
Possession State:	CA	Unit Price	\$ 83,077.00
		Delivery	\$ -
		Incentive (Non-Taxable)	\$ (2,900.00)
		Rebates (Taxable)	\$ -
		Doc Prep Fee (Taxable)	\$ 85.00
		Base Selling Price	\$ 80,262.00
		ADA Amount (Non Taxable)	\$ 15,450.00
		Total Taxable Amount	\$ 64,812.00
		Sales Tax	\$ 5,022.93
7.750%	CA - Lakeside		\$ -
Notes:	Sales tax is calculated based on the state or country in which customer takes possession of vehicle. Sales tax will be charged to customers taking possession in AZ, CA, CO, FL, IN, NM, NV, OK, OR, SC, TX, WA, Canada, and Mexico.		
	All rebates and incentives will be signed over to Creative Bus Sales		
	California State Tire Fee of \$1.75 per tire applies to all new vehicle purchase or leases.		
		DMV Estimated Fees	\$ -
		DMV Electronic Filing Fee	\$ 30.00
		Tire Fee	\$ 10.50
		Fees Sub-Total	\$ 40.50
		Total Price Per Unit	\$ 85,325.43
		Quantity	2
		Contract Total	\$ 170,650.86
		0.00	
		Customer Net Trade	\$ -
		Customer Deposit	\$ -
			\$ -
		Balance Due	\$ 170,650.86

Remit To: Creative Bus Sales, Inc. 14740 Ramona Ave, Chino CA 91710

Terms: The deposit if indicated above is due with this signed contract. The balance due indicated above is due before vehicle(s) will be released to the Customer. If the vehicle(s) is not accepted by the Customer, the vehicle will be available for sale to other customers. The vehicle(s) will not be titled to the Customer until the contract total indicated above plus any interest charges indicated herein are paid in full. There is no "cooling off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract without the agreement of the Dealership, or for legal cause. The tax and fees reflected on this agreement are based on the regulations applicable at the time of drafting this contract. The actual amounts due will be based on the regulations applicable at the time title for each vehicle transfer.

Buyer's Signature:

Creative Bus Sales:

Mauro Bologna

CBS Signature:

3-19-2021

3/12/2021

3-19-2021



Creative Bus Sales

Creative Bus Sales
14740 Ramona Ave
Chino, CA 91710

Phone: 909.465.5528
Fax: 909.465.5529
www.creativebussales.com

Buyer's Order Contract

Date:	March 12, 2021	Unit #(s):	TBD
Customer Name:	Lakeside Union School District		
Contact:	Todd Owens	Phone:	619-390-2680
Address:	9707 Marilla Drive	Fax:	
City, State, Zip:	Lakeside, CA 92040	E-Mail:	towens@lsusd.net
Sys2K Entity #:		Salesperson:	Mauro Bologna
Ship To Address:	Attn: Todd Owens - Lakeside Union School District - 9707 Marilla Drive		
Ship To Address Cont'd:	Lakeside, CA 92040		
Ship To Phone:	619-390-2680	Ship To Email:	towens@lsusd.net
Finance Source:		Contact:	
Address:		Phone:	
City, State, Zip:		Fax:	
Description of Vehicle:	Starcraft model Quest School Bus		
VIN #:	TBD		
Engine Type:	Gas	FOB Terms:	Shipping
Number of Passengers:	24	Wheelchair Positions:	1
Estimated Delivery Date:	45 days after PO	Payment Terms:	Net 30
		Unit Price	\$ 83,077.00
		Delivery	\$ -
Possession State:	CA	Incentive (Non-Taxable)	\$ (2,900.00)
		Rebates (Taxable)	\$ -
		Doc Prep Fee (Taxable)	\$ 85.00
		Base Selling Price	\$ 80,262.00
		ADA Amount (Non Taxable)	\$ 15,450.00
		Total Taxable Amount	\$ 64,812.00
		Sales Tax	\$ 5,022.93
7.750%	CA - Lakeside		\$ -
Notes:			\$ -
Sales tax is calculated based on the state or country in which customer takes possession of vehicle. Sales tax will be charged to customers taking possession in AZ, CA, CO, FL, IN, NM, NV, OK, OR, SC, TX, WA, Canada, and Mexico.			\$ -
All rebates and incentives will be signed over to Creative Bus Sales		DMV Estimated Fees	\$ -
California State Tire Fee of \$1.75 per tire applies to all new vehicle purchase or leases.		DMV Electronic Filing Fee	\$ 30.00
		Tire Fee	\$ 10.50
		Fees Sub-Total	\$ 40.50
		Total Price Per Unit	\$ 85,325.43
		Quantity	2
		Contract Total	\$ 170,650.86
		0.00	
		Customer Net Trade	\$ -
		Customer Deposit	\$ -
			\$ -
		Balance Due	\$ 170,650.86

Remit To: Creative Bus Sales, Inc. 14740 Ramona Ave, Chino CA 91710

Terms: The deposit if indicated above is due with this signed contract. The balance due indicated above is due before vehicle(s) will be released to the Customer. If the vehicle(s) is not accepted by the Customer, the vehicle will be available for sale to other customers. The vehicle(s) will not be titled to the Customer until the contract total indicated above plus any interest charges indicated herein are paid in full. There is no "cooling off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract without the agreement of the Dealership, or for legal cause. The tax and fees reflected on this agreement are based on the regulations applicable at the time of drafting this contract. The actual amounts due will be based on the regulations applicable at the time title for each vehicle transfer.

Buyer's Signature:

Creative Bus Sales:

Mauro Bologna

CBS Signature:

3-19-2021

3/12/2021



Creative Bus Sales

Quote to purchase Starcraft Quest Type A School Bus

Capacity: 24 passengers

		Bid Option	Per	2
Line	Price Calculations	Reference #	Bus	Buses
Bid price based on the South County Support Services Agency Bid #1819-SC11-01(A)			\$72,440.00	
	2020-2021 SCSSA Bid 1819-11-01 5% Escalator		\$3,622.00	
	Additional Approved Options...			
1	Upgrade to 1000lb wheelchair lift	48	\$1,100.00	
2	80,000 btu free-blow ac system with dual compressors	61	\$2,000.00	
3	Upgrade alternator	76	\$1,100.00	
Sub-total			\$80,262.00	\$160,524.00
Add sales tax			7.750% \$5,022.93	\$10,045.86 *
Total			\$85,284.93	\$170,569.86
DMV Fee			\$30.00	\$60.00
CA Tire Fee			\$10.50	\$21.00
Invoice Amount			\$85,325.43	\$170,650.86
Delivery date			45 days after PO	45 days after PO
* Adjusted for non-taxable special needs equipment				
Wheelchair lift, lift door and lift accessories			\$5,000.00	
Wheelchair stations (@ \$950 each)			\$950.00	
A/C system			\$9,500.00	
Total non-taxable items			\$15,450.00	
Municipal lease option with \$1 buyout: (Formal quote will be emailed separately)			\$85,325.43	\$170,650.86
Three Year Option (annual payments) 3.39%			\$29,394.61	\$58,789.22
Five Year Option (annual payments) 3.54%			\$18,276.71	\$36,553.41
Seven Year Option (annual payments) 3.59%			\$13,515.55	\$27,031.10

SCALE
IN INCHES



STARCRAFT BUS
a division of Forest River, Inc.

150' WARE, BASE - 5 SECTION
DUAL WHEEL PRODIGY
RAISED FLOOR

31-95-A-152	301
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[illegible]

APPROVED

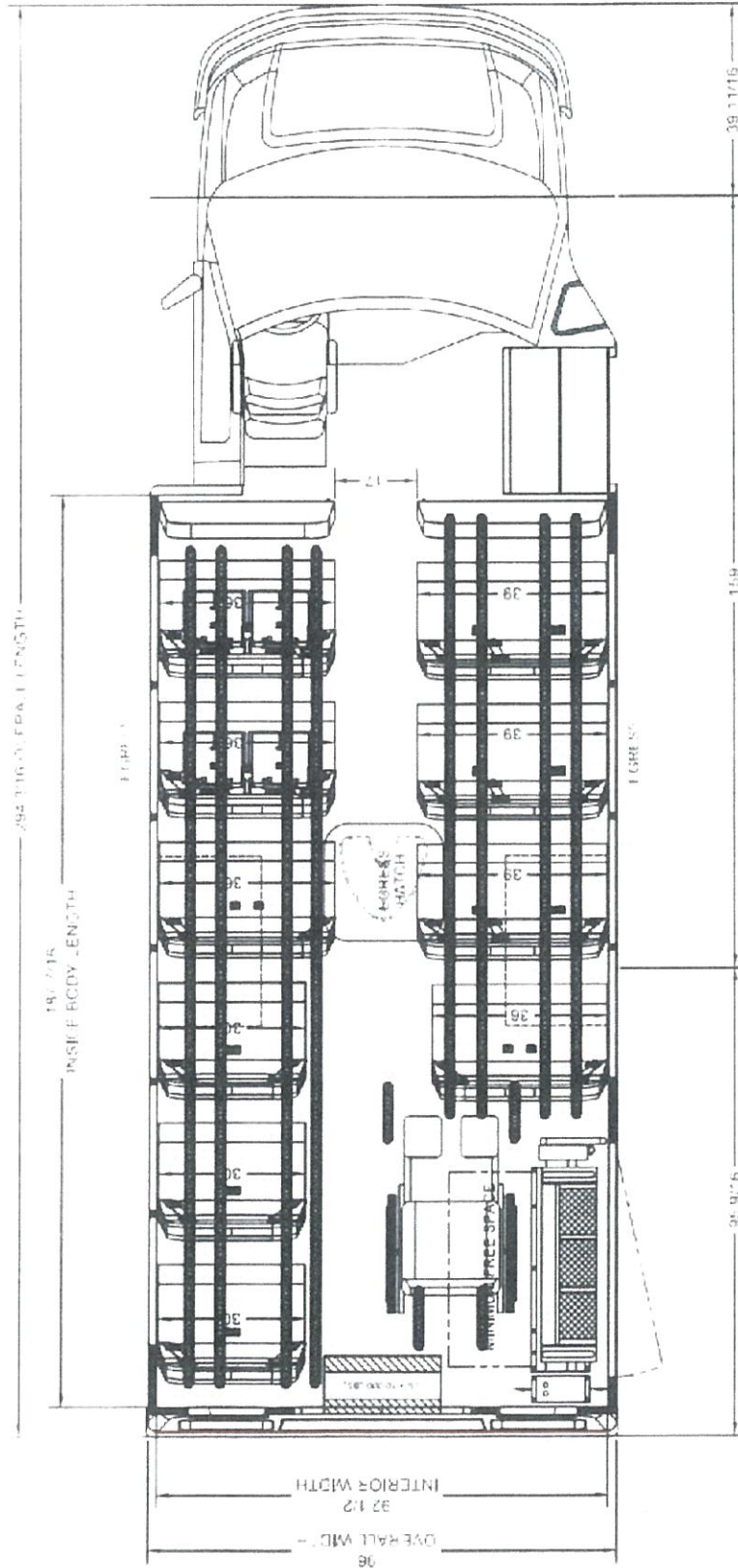
CUSTOMER SIGNATURE

FLOORPLAN SHOWS LOCATION OF OPTIONAL
ROOF HATCH AND EGRESS WINDOWS SEE
SALES ORDER FOR INFORMATION

94565-94566 S

SEAL SPACING	D 26 P 26		
KNEE SPACING	D 24.25 P 25.75	SEALED 22	WTC 6
TOP TO KNEE	D 19.25 P 20	PASSING R CAS 24	

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Creative Bus Sales

THE NATION'S LARGEST BUS DEALER SINCE 1980

14740 Ramona Avenue
Chino, CA (California) 91710
Call Us: (888) 633-8380
<http://www.creativebussales.com/>

2020 STARCRAFT QUEST

SELLING PRICE - CLICK FOR A QUOTE



INFORMATION

STARCRAFT QUEST

Starcraft Bus is North America's largest shuttle bus company. Starcraft offers an expansive selection of ADA Compliant, QVM certified, ISO Certified, and Altoona-tested shuttles. Starcraft Bus, a division of Forest River, Inc., is owned by Berkshire Hathaway, one of the country's most respected and financially secure companies.

With an industry-leading list of standard safety features, such as a standard backup camera in every Quest School Bus, welded steel cage construction, and a welded seat track, the Quest line of MFSABs are designed to keep children safe in the event of an accident.

Starcraft Quest has long been trusted by educational institutions to bring safe transportation options to schools across the nation. The Starcraft Quest is also available in an all-electric version and can be procured with available government funding.

PHOTOS



HIGHLIGHTS

- Condition New
- Stock Number 76779
- Year 2020
- Make Starcraft
- Model Quest
- Color School Bus Yellow
- Engine 6.0L V-8
- Wheelchair 6
- Luggage None
- Fuel Type Gas
- Status Available

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: May 13, 2021

Agenda Item:

Child Nutrition Fresh Bread Vendor for the 2021-2022 School Year

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

Approval is requested for the Child Nutrition Department to utilize Gold Star Foods as the bread vendor for the 21-22 school year. A Request for Quote was sent to Gold Star Foods and Galasso's Bakery on March 11, 2021. Gold Star Foods provided the bottom line lowest quote for the forecasted items and usages listed.

Fiscal Impact (Cost):

The total cost of fresh baked bread is approximately \$44,785 for the 21-22 SY.

Funding Source:

1300-5310000-0000-3700-4700000-189-770

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: Child Nutrition

Submitted/Recommended By:


Amanda Thomas, Child Nutrition Director

Approved for Submission to the Governing Board:


Dr. Andy Johnsen, Superintendent

Reviewed by Cabinet Member





LAKESIDE UNION SCHOOL DISTRICT

Lakeside Union School District Child Nutrition Services Department Request for Quote

The Lakeside Union School District is seeking competitive quotes for fresh baked (unfrozen) bread for the 2021-2022 school year. Pricing will be fixed during the contract term with an option to renew for up to two consecutive years. Price adjustments will not be automatic or guaranteed. The successful bidder may be allowed, at each annual renewal and upon agreement between both parties, to adjust prices upon proof and explanation of such an adjustment.

Deliveries will be made by the following method -

- To our central kitchen, located at 12335 Woodside Ave., Lakeside 92040. Delivery days and times will be set by the district upon award of the contract.

Anticipated usages of all products are listed below. Please fill out unit price and extended price. **This is not an order. Quantities are for the quoting purposes only. The district is not obligated to buy listed item in quantities indicated. Included in this quote must be delivery charges.**

NOTE: All products listed below must include a Product Formulation Statement (PFS), which must be completed, signed and returned along with the documentation attached. Nutrition information listed on the PFS must comply with all requirements outlined in the Nutrition Information section of the contract terms.

Item	Unit Price		Usage	Extended Price
English Muffin, Whole Grain, 2 oz each (6 pack)	\$2.25	12/3.5OZ	400 bags	\$900.00
Pullman Bread, White Whole Wheat, 1 oz/slice, 1.5 lb/24 slices	\$1.92	24 SLICES	4,500 loaves	\$8,640.00
Hamburger Bun, White Whole Wheat, 4", 2 oz each (1 Dozen)	\$2.14	12/2.07OZ	9,000 dozen	\$19,260.00
Hot Dog Bun, White Whole Wheat, 6", 2 oz each (1 Dozen)	\$2.05	12/1.96OZ	3,500 dozen	\$7,175.00
Hoagie Roll, White Whole Wheat, 4-5", 2 oz each (1 Dozen)	\$2.16	12/2OZ	1,500 dozen	\$3,240.00
Dinner Roll, White Whole Wheat, 1 oz each (1 Dozen)	\$1.97	12/2OZ	2,000 bags	\$3,940.00
T-biscuit, White Whole Wheat, 1 oz (1 Dozen)	\$1.63	24CT	1,000 bags	\$1,630.00
Total Quote				\$44,785.00

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: May 13, 2021

Agenda Item:

Child Nutrition Produce Vendor for the 2021-2022 School Year

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

Approval is requested for the Child Nutrition Department to utilize Gold Star Foods as the produce vendor for the 21-22 school year. A Request for Quote was sent out Gold Star Foods, Sunrise Produce, and American Produce on March 11, 2021. Gold Star Foods provided the bottom line lowest quote for the forecasted items and usages listed.

Fiscal Impact (Cost):

The total cost of produce is approximately \$148,525.15 for the 21-22 SY.

Funding Source:

1300-5310000-0000-3700-4700000-189-770

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: Child Nutrition

Submitted/Recommended By:

Approved for Submission to the Governing Board:


Amanda Thomas, Child Nutrition Director


Dr. Andy Johnsen, Superintendent

Reviewed by Cabinet Member





LAKE SIDE UNION SCHOOL DISTRICT

Lakeside Union School District Child Nutrition Services Department Request for Quote

The Lakeside Union School District is seeking competitive quotes for fresh fruits and vegetables for the 2021-2022 school year. Pricing shall be fixed during the contract term, and price adjustments will not be automatic or guaranteed. The successful bidder may be allowed, at each annual renewal and upon agreement between both parties, to adjust prices upon proof and explanation of such an adjustment.

Anticipated yearly usages of all products are listed below. Please fill out unit price and extended price. **This is not an order. Quantities are for the quoting purposes only. District is not obligated to buy listed item in quantities indicated.**

Item	Unit Price	Usage	Extended Price
Apples, Fuji, 138 ct/cs, U.S. Fancy Grade	\$24.80	250 cases	\$6,200.00
Apples, Fuji, 138 ct/cs, U.S. Fancy Grade, 100% USDA Organic	\$41.00	200 cases	\$8,200.00
Apples, Gala, 138 ct/cs, U.S. Fancy Grade	\$24.80	400 cases	\$9,920.00
Apples, Green, 138 ct/cs, U.S. Fancy Grade	\$24.35	100 cases	\$2,435.00
Apple Slices, 200 pkg/cs, U.S. Fancy Grade	\$41.96	350 cases	\$14,686.00
Bananas, Petite, 150 ct/cs, 7 to 7-7/8 inch	\$18.95	900 cases	\$17,055.00
Grapefruit, 27-32 ct, large	\$23.50	30 cases	\$705.00
Grapes, bagged, 150/cs or ½ cup equivalent per bag	\$47.62	150 cases	\$7,143.00
Grapes, Red, individually cut clusters, 22#/cs, bulk	\$25.85	100 cases	\$2,585.00
Kiwi, 117 ct/cs, U.S. No.1 Grade	\$27.00	50 cases	\$1,350.00
Strawberries, 1# basket	\$2.30	50 cases	\$115.00
Basil, Fresh, Bunch	\$.99	30 each	\$29.70
Cilantro, Fresh, Bunch	\$.69	30 each	\$20.70
Blackberries, Fresh, 1# basket	\$2.41	50 each	\$120.50
Blueberries, Fresh, 1# basket	\$2.11	50 each	\$105.50
Raspberries, Fresh, 1# basket	\$2.11	50 each	\$105.50
Lemons, fresh, 5#	\$8.00	25 cases	\$200.00
Oranges, fresh, 138 ct/cs	\$19.25	750 cases	\$14,437.50
Oranges, fresh, 138 ct/cs, 100% USDA organic	\$37.00	250 cases	\$9,250.00
Melon, Cantaloupe, Fresh, each	\$1.75	25 each	\$43.75



LAKESIDE UNION SCHOOL DISTRICT

Melon, Honeydew, Fresh, each	\$2.28	25 each	\$57.00
Pears, fresh, 138 ct/cs	\$23.35	100 cases	\$2,335.00
Pineapple Chunks, 5#	\$13.00	60 containers	\$780.00
Plums, 70-80 ct/cs	\$22.05	50 cases	\$1,102.50
Tangerine, fresh, 150 ct/cs	\$27.40	50 cases	\$1,370.00
Watermelon Chunks, 5#	\$11.37	40 containers	\$454.80
Bell Pepper, Grn, whole, each	\$.48	40 each	\$19.20
Bell Pepper, Red, whole, each	\$.55	40 each	\$22.00
Bell Pepper, Grn, sliced, 5# tray	\$9.63	100 cases	\$963.00
Broccoli Florets, 5#	\$10.25	200 bags	\$2,050.00
Broccoli Florets, 5#, 100% USDA Organic	\$19.25	100 bags	\$1,925.00
Carrots, Baby, 5#	\$4.50	500 bags	\$2,250.00
Carrots, Rainbow, Sticks, 5#	\$6.43	100 bags	\$643.00
Carrot Sticks, 3#	\$3.55	100 bags	\$355.00
Carrot, Diced 1/4", 3#, 100% USDA Organic	\$6.60	100 bags	\$660.00
Carrot, Diced 1/4", 3#	\$3.30	100 bags	\$330.00
Cauliflower Florets, 5#	\$11.45	75 bags	\$858.75
Cabbage, Green Shredded, 3#	\$2.12	40 cases	\$84.80
Cabbage, Red Shredded, 3#	\$2.55	40 cases	\$102.00
Celery Sticks, 5#	\$5.90	300 bags	\$1,770.00
Celery, Diced, 1/4", 5#	\$6.11	100 bags	\$611.00
Garlic, Peeled, 5#	\$22.25	100 bags	\$2,225.00
Cucumber Slices, 5#, approx. 1/2" diameter cut	\$7.05	125 bags	\$881.25
Jicama Sticks, 5#	\$9.89	100 bags	\$989.00
Shredded Romaine/Red Cabbage Mix, 3#	\$3.66	100 bags	\$366.00
Onion, Red, each	\$.40	30 each	\$12.00
Pico de Gallo, 5#	\$9.68	20 bags	\$193.60
Radishes, sliced, 3#	\$7.48	30 bags	\$224.40
Red Onion, sliced, 1#	\$1.39	30 bags	\$41.70
Onion, Diced 1/4", 5#	\$5.23	250 bags	\$1,307.50
Onion, Whole, Peeled, 5#	\$4.80	100 bags	\$480.00
Romaine, Chopped, 5#	\$6.65	3000 bags	\$19,950.00
Romaine, Chopped, 5# 100% USDA Organic	\$12.05	500 bags	\$6,025.00
Romaine, Shredded, 1#	\$1.72	50 bags	\$86.00
Chopped Romaine/Chopped Spinach/Shredded Carrot/Shredded Red Cabbage Mix (4 way tossed salad mix), 3# bag	\$2.83	500 bags	\$1,415.00



LAKESIDE UNION SCHOOL DISTRICT

Spinach, 1#	\$1.40	150 bags	\$210.00
Tomatoes, cherry or grape	\$1.57	250 pints	\$392.50
Tomatoes, diced, 1#	\$1.92	100 containers	\$192.00
Tomatoes, sliced, 1#	\$2.10	40 containers	\$84.00
Total Quote			\$148,525.15

Contract Terms

1. **Quotations:** All price quotes must be in ink or typed. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by person signing the quote. No oral or telephone quotations will be accepted for this quote. Prices must be stated in units specified or trade standard. Please insert the unit price for each item directly onto the unit price column of the specifications table. More than one-unit price inserted for any one item may result in rejection of quotation unless alternate quotations are specifically requested.
2. **Quotation Table:** All price quotes must be made on the specifications table of the Request for Quote document. The bidder should provide a quote for each line item listed on the specification table.
3. **Identification of Quoter:** A full business name and address must be provided along with the submission of the quote. The quote must be signed by the quoter with his or her usual signature. The name of each person signing shall also be typed or printed below the signature.
4. **Withdrawal of Quotation:** Quotations may be withdrawn by the quoter prior to the due date for the Request for Quote, outlined in page 2 of the document.
5. **Award and Rejection:** Lakeside USD reserves the right to reject any and all non-responsive quotations or any portion or combination therein; to work with whomever and in whatever manner Lakeside USD decides; and to abandon the work entirely.
6. **Evidence of Responsibility:** The quoter is required to provide the contact information of two (2) past or present customers as references upon submitting the quotation (see page 8). Upon additional request of Lakeside USD, the quoter shall submit promptly to the District satisfactory evidence showing the quoter's financial resources, experience in the type of work being required, and any other required evidence of the quoter's qualifications to perform. Lakeside USD may consider such evidence before making the decision to proceed with the work outlined.
7. **Taxes:** Unless otherwise specified taxes shall not be included in the prices quoted.
8. **Discounts:** Any discounts which the quoter desires to price must be stated clearly on the unit price listed itself so that the net cost of the proposal can be properly calculated. Prompt payment discounts of less than ten (10) days will be considered net.
9. **FOB Destination Pricing:** Orders will be delivered to the Lakeside USD central kitchen, located at 12355 Woodside Ave., Lakeside, CA 92040. Prices must be quoted FOB destination to the location

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: May 13, 2021

Agenda Item:

Child Nutrition Pizza for the 2021-2022 School Year

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

Approval is requested for the Child Nutrition Department to move forward with Domino's Pizza as the pizza vendor for the 21-22 school year. A Request for Quote was sent out to Domino's Pizza and Bambino's Pizza on March 12, 2021. Domino's Pizza proved to be the only responsive quoter by providing a competitive price per pizza while meeting the nutrition requirements outlined in the National School Lunch Program (NSLP).

Fiscal Impact (Cost):

Cheese Pizza, 14", 8-cut	\$7.92
Pepperoni Pizza, 14", 8-cut	\$7.92
BBQ Chicken Pizza, 14", 8-cut	\$7.92
Hawaiian Pizza, 14", 8-cut	\$7.92

Funding Source:

1300-5310000-0000-3700-4700000-189-770

Addresses Emphasis Goal(s):

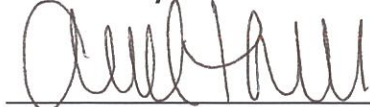
☐ **#1:** Academic Achievement ☐ **#2:** Social Emotional ☐ **#3:** Physical Environments

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: Child Nutrition

Submitted/Recommended By:



Principal/Manager

Approved for Submission to the Governing Board:



Dr. Andy Johnsen, Superintendent

Reviewed by Cabinet Member





LAKESIDE UNION SCHOOL DISTRICT

Anticipated usages of all products are listed below. Please fill out unit price and extended price. **Please note that this is not an order. Quantities are for quoting purposes only. The district is not obligated to buy the listed items in quantities indicated. Included in this quote must be all delivery charges.**

NOTE: All ingredients must be listed on the Product Formulation Statement (PFS), which must be completed, signed and returned along with the documentation attached.

Item No.	Description	Estimated Combined Weekly Usage	Unit Price: Per Pizza	Extended Weekly Total
1.	Pizza, Cheese, Light Mozzarella, 14" Whole Grain, 8-cut, minimum of a 2-grain equivalent & 2 meat/meat alternate equivalent. Must meet Smart Snacks criteria to be considered.	160	\$ 7.92/per pizza	\$ 1267.20
2.	Pizza, Pepperoni, Light Mozzarella, Reduced Fat, Reduced Sodium, 14" Whole Grain, 8-cut, minimum of a 2-grain equivalent & 2 meat/meat alternate equivalent. Must meet Smart Snacks criteria to be considered.	160	\$ 7.92/per pizza	\$ 1267.20
3.	Pizza, Hawaiian, Light Mozzarella, Reduced Fat, Reduced Sodium, 14" Whole Grain, 8-cut, minimum of a 2-grain equivalent & 2 meat/meat alternate equivalent. Must meet Smart Snacks criteria to be considered.	5	\$ 7.92/pizza	\$ 39.60 *Meets NSLP >480 Sodium for Smart Snack
4.	Pizza, BBQ Chicken, Light Mozzarella, Reduced Fat, Reduced Sodium, 14" Whole Grain, 8-cut, minimum of a 2-grain equivalent & 2 meat/meat alternate equivalent. Must meet Smart Snacks criteria to be considered.	5	\$ 7.92/pizza	\$ 39.60

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: May 13, 2021

Agenda Item:

Approve Heartland School Solutions as the Child Nutrition software provider for the 2021-22 School Year.

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

Approval for the Child Nutrition Department to enter into a contract with Heartland School Solutions for the 21-22 SY. Heartland School Solutions is a cloud based software which supports the National School Lunch Program Regulations (NSLP). This software will provide the platforms necessary to effectively operate under the NSLP guidelines by offering the functionality of online meal applications, a perpetual inventory system, nutrition analysis and menu planning capabilities, and digital menus for students and parents to access. The Heartland School Solutions System is compatible with the Child Nutrition department's current hardware systems and will serve as the department's primary software to support the 21-22 school year.

Fiscal Impact (Cost):

The total cost of the software platforms listed above through Heartland School Solutions is \$6,591.

Funding Source:

1300-5310000-0000-3700-5800000-189-770

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: Child Nutrition

Submitted/Recommended By:



Principal/Manager

Approved for Submission to the Governing Board:



Dr. Andy Johnsen, Superintendent

Reviewed by Cabinet Member 



Heartland School Solutions
8320 S Hardy Drive
Tempe, AZ 85284
Phone: (800) 724-9853
Fax: (530) 749-1637
Email: julie.dorman@e-hps.com

Account: Lakeside Union School District
HSS ID: 5253743-224491
Date: 4/5/2021
Contact: Amanda Thomas
Sales Rep: Julie Dorman

This Proposal must be signed within 30 days from the above date in order to guarantee pricing and discounts.

Product Code	SAAS Products	Quantity	Price	Total
HSS1017	SAAS: Mosaic Cloud Back of the House Multi-Site	10	\$ 400.00	\$ 4,000.00
HSS1019	SAAS: Discount Mosaic Cloud Back of the House	10	\$ (50.00)	\$ (500.00)
HSS0669B	SAAS: Discount In Family BOH	1	\$ (525.00)	\$ (525.00)
HSS4001	SAAS: MealViewer Digital Menus Suite Subscription	9	\$ 299.00	\$ 2,691.00
HSS4003	SAAS: MealViewer Stock Images/Backgrounds Library	9	\$ 0.00	\$ 0.00
HSS4004	SAAS: Discount MealViewer	9	\$ (99.00)	\$ (891.00)
HSS2001	SAAS: MySchoolApps Online 501-1000 Subscription	1	\$ 1,095.00	\$ 1,095.00
HSS2020	SAAS: Discount MySchoolApps	1	\$ (1,095.00)	\$ (1,095.00)

SAAS Total \$4,775.00

Product Code	Professional Services	Quantity	Price	Total
HSS1360	PSV: Mosaic Menu Planning - Program Introduction and Setup Online	1	\$ 125.00	\$ 125.00
HSS1361	PSV: Mosaic Menu Planning - Ingredients and Recipes Training Online	1	\$ 125.00	\$ 125.00
HSS1362	PSV: Mosaic Menu Planning - Menu Planning Training Online	1	\$ 125.00	\$ 125.00
HSS1363	PSV: Mosaic Menu Planning - Production Training Online	1	\$ 125.00	\$ 125.00
HSS1331	PSV: Mosaic O&I Getting Started Training Online	1	\$ 250.00	\$ 250.00
HSS1333	PSV: Mosaic O&I Ordering and Transactions Training Online	1	\$ 250.00	\$ 250.00
HSS4109	PSV: MealViewer Remote Setup Services	9	\$ 99.00	\$ 891.00
HSS4107	PSV: Discount MealViewer Services	9	\$ (50.00)	\$ (450.00)
HSS2014	PSV: Install/Setup MySchoolApps	1	\$ 375.00	\$ 375.00

Professional Services Total \$1,816.00

Total: \$6,591.00
Grand Total: \$6,591.00

Annual Subscription

The effective start date of your Subscription begins on the first day of delivery of service which will be considered the anniversary date for the subsequent year. Annual Subscription includes all subscription enhancements and technical phone

support to customers who are in good financial standing with Heartland School Solutions. Your signature on this proposal confirms that you understand this agreement.

Product Code	Subscription Products	Quantity	Price	Total
HSS1082	SUB: Mosaic Cloud Back of the House Multi-Site	10	\$ 400.00	\$ 4,000.00
HSS1084	SUB: Discount Mosaic Cloud Back of the House	10	\$ (50.00)	\$ (500.00)
HSS4401	SUB: MealViewer Digital Menus Suite Subscription	9	\$ 299.00	\$ 2,691.00
HSS4402	SUB: Discount MealViewer	9	\$ (99.00)	\$ (891.00)
HSS2008	SUB: MySchoolApps Online 501-1000 Subscription	1	\$ 1,095.00	\$ 1,095.00
HSS0655	SUB: Discount	1	\$ (1,095.00)	\$ (1,095.00)

Subscription Total

\$5,300.00

Support, Subscription, Warranty Total:

\$5,300.00

GENERAL NOTES

1. Upon agreement to proceed, the client must provide Heartland School Solutions with a signed Proposal and an original Purchase Order. If the District does not generate Purchase Orders it must provide a signed Letter of Intent to purchase.
2. Sales tax will be included on your invoice unless a tax exemption certificate is on file for your district. **Please forward a current Tax Exempt Certificate and W9 for our files. This will ensure timely order processing.**
3. When applicable, travel expenses (air travel, lodging, rental car, meals, mileage, and other related charges) incurred while conducting onsite services will be included on your invoice.
4. When applicable, shipping charges will be included on your invoice. The Purchase Order and/or Letter of Intent must include the proposed shipping charges. This will ensure timely order processing.
5. Heartland School Solutions product pricing is subject to change without notice.
6. When applicable, implementation dates will be confirmed by the HSS Project Coordinator.
7. The effective start date of your Subscription begins on the first day of delivery of service which will be considered the anniversary date for the subsequent year. Annual Subscription includes all subscription enhancements and technical phone support to customers who are in good financial standing with Heartland School Solutions. Your signature on this proposal confirms that you understand this agreement.

This Proposal is subject to written acceptance by an authorized Purchaser and Heartland School Solutions. By signing this proposal you are agreeing to the terms and conditions set forth in this Proposal and the agreement(s) included with this Proposal or attached hereto and made a part hereof.

Approved By Authorized Purchaser

Title

PO# (please attach PO)

Date

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: May 13, 2021

Agenda Item: Donors Choose Report February 2021-April 2021

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

Approval is requested of the monthly report of donations for the months of February-April 2021 from the LUSD approved crowd-funding site, www.donorschoose.org. Please accept these donations in accordance with Board Policy 2390. See attached report of giving and funded projects district-wide.

Fiscal Impact (Cost):

Various Items for Donation

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 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

Reviewed by Cabinet Member 

Monthly Report of Donations-Crowdfunding

Feb. 2021-April 2021

Project Funded	Donation	Total Project Amount	School	Teacher	Project Funded by donations from
3/17/2021	Zen Rock garden materials and art supplies-SEL lesson.	\$ 527.82	TDS	Dahlia Rinck	Heyley Aubrey Allstate Foundation Match Anonymous Donor
4/13/2021	Mentoring Through Inclusion: books, paints, clay, canvas	\$ 591.51	TDS	Dahlia Rinck	John Lock Chevron Match Anonymous Donor
4/12/2021	Coding: Robot mechanic kit, Robot, various STEM education toys	\$ 1,024.53	TDS	Dahila Rinck	2 Anonymous Donors If/Then Philanthropies
	Total funded through Donors Choose	\$ 2,143.86			

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: May 13, 2021

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):

Total Fiscal Impact: \$55,000.00- Reimbursement for NPS Placement; Attorney's Fees: \$15,000.00; Educational Services: \$160.00-Reimbursement for educational subscription.

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 **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: May 13, 2021

Agenda Item:

Service Level agreement between San Diego Fire-Rescue Department's Automatic External Defibrillator (AED)/Public Access Defibrillation Program, San Diego Project Heartbeat and LUSD

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

Agreement for San Diego Fire-Rescue Department and San Diego Project Heartbeat to provide Client certification training as needed and PAD Program Management Services.

Fiscal Impact (Cost):

PAD Program: \$75.00 for first AED, \$25 for each additional AED, up to 10 units. After 10 AED's price is \$10.00 for each additional unit: \$405.00 total.

Incident Management: In the case an AED is used, incident management services are offered at no cost M-F between 6am and 6pm. Any incident support outside those hours to be billed at \$55 per hour. Replacement pads will be \$50 per pad.

Funding Source:

Health Services

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: Pupil Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Principal/Department Head Signature



Dr. Andy Johnsen, Superintendent

Reviewed by Cabinet Member 

SAN DIEGO FIRE-RESCUE DEPARTMENT
AED/PAD PROGRAM
SERVICE LEVEL AGREEMENT

An agreement between City of San Diego Fire-Rescue Department's (SDFD) Automatic External Defibrillator (AED)/Public Access Defibrillation (PAD) Program, San Diego Project Heart Beat, **Lakeside Union School District** ; 12335 Woodside Ave Lakeside, CA 92040 ("Program Participant"), for the period beginning **May 28, 2021 through May 27, 2023 (2yr)**.

This agreement will provide program management for **13** AED unit(s) on site.

The purpose and objective of this agreement is to acknowledge that SDFD PAD Program staff will provide PAD Program Management, Incident Management and Critical Incident Stress Diffusing ("Service Activities") subject to the terms and conditions listed below.

A. Service Activities.

SDFD PAD Program staff will provide the following Service Activities during the duration of this Agreement:

1. **PAD Program Management.** Services include: a) 24-hour AED Emergency Contact Service with a designated SDFD PAD Program staff member; b) electronic record keeping services to assure quality program management; c) in-service training on hands-only CPR and use of the AED (as can be scheduled with staff); d) Physician Medical Oversight; and e) the arrangement of this Service Level Agreement (SLA) and development of your AED maintenance account.
 - a. Cost of PAD Program Management: Initial annual cost of \$75.00 with grant assistance for the first AED and \$25.00 for each additional AED, up to ten units. Subsequent annual reinstatement costs are \$50.00 with grant assistance for the first AED and \$25.00 for each additional AED, up to ten units. After ten AEDs, the price for PAD Program Management is \$10.00 per each additional AED unit.
2. **Incident Management.** The Incident Management services described in this paragraph are effective at the time of notification of an AED deployment. Should an AED deployment incident occur, a SDFD PAD Program representative will be notified and will arrive at the scene within four-hours from formal point of notification, if deemed necessary by both parties. Once at the scene, the SDFD PAD Program staff member will perform the following services: a) on-site downloading of data from the AED; b) replacement of electrode pads; and c) process and file required reports at the time of an incident for quality assurance and management purposes.
 - a. Cost of Incident Management: Incident Management services are provided at no additional fee Monday through Friday between the hours of 0600 hours and 1800 hours (normal business days/hours). All hours requested before or after normal business days/hours, including Saturday and Sunday, and all county recognized holidays, are payable at a rate of \$55.00 per hour. Incident Management will be invoiced for a minimum of two hours of service between 1800 hours to 0600 hours Monday through Friday and all hours Saturday and Sunday, as well as all County recognized holidays within San Diego County limits.

A cost of \$55 per hour will be charged if the request for Incident Management requires a SDFD PAD Program representative to respond outside of the San Diego County limits, regardless of day/time.

A separate charge for the replacement of electrode pads at the scene, beginning at a cost of \$50.00 per set and up to \$75.00, depending on the brand/model of AED, shall be expected in the case of a deployment incident.

SDFD is not responsible for replacement/maintenance equipment.

- b. Recommendation: For program participants who utilize AEDs other than the Cardiac Science Corporation and Philips HeartStart OnSite manufactured AED units, it is recommended that the facility has a back stock of supplies, (defibrillator pads, spare battery, etc.), and needed equipment (i.e. downloading software) per the manufacturers' recommendation.
3. **Critical Incident Stress Defusing (CISD)**. Upon request, CISD can be arranged within 48 hours of the incident to provide counseling services for the individuals involved. CISD services are provided by SDFD team members certified in Advanced Critical Incident Stress Management.

B. SDFD PAD Program Management Responsibilities.

The SDFD PAD Program shall be responsible for the following:

1. Provide Physician Medical Oversight for program direction and review of AED deployment incidents.
2. Provide quality PAD Program Staff to include a California State licensed Physician/Surgeon, a PAD Program Manager and other qualified personnel to offer 24-hour AED emergency contact service.
3. In-service course curricula will follow the standards and guidelines approved by the American Heart Association (AHA) and American Red Cross (ARC) for CPR/AED training.
4. Provide record keeping services for program management, AED maintenance, Service Level Agreements, certifications, incident correspondence, data collection and advanced and post notification of expiring program elements.
5. Provide location information about customer's AED(s) to the PulsePoint organization (<http://www.pulsepoint.org/>) a system that allows bystanders to know the location of the AED(s) for use in a CPR event. Program Participant may elect to not participate in this program at any time with written notification to San Diego Project Heart Beat.
6. SDFD Finance Department will invoice Program Participant within 30 days from the date of services rendered or agreed upon to include full execution of this Service Level Agreement (SLA).

C. Program Participant Responsibilities.

The Program Participant shall be responsible for the following:

1. Program Participant will reimburse SDFD for all Service Activities rendered as outlined within this SLA thirty days from the date of invoice for the services provided. All payment remittance shall be sent to:

City of San Diego Fire/EMS
PO Box 129030
San Diego, CA. 92112-9030
2. Program Participant will arrange any certification training needed and may track any current certifications on the San Diego Project Heart Beat online database management system.
3. Program Participant will select a PAD Program Liaison to manage and be the main contact person for its PAD Program site(s). Responsibilities of this position will include: a) oversight of documented maintenance checks; b) scheduling any desired in-service training; and c) responsibility for all necessary correspondence between the AED site(s) and SDFD PAD Program Personnel.
4. Program Participant will follow all requirements for a PAD Program set forth in California Civil Code section 1714.21 and California Health and Safety Code 1797.196.
5. If arranged and approved by SDFD, Program Participant may use a City of San Diego classroom or facility designated for CPR/AED training. Such use shall be limited solely for the purpose of CPR/AED training. Any unauthorized use of a City of San Diego classroom or facility shall constitute a substantial default and subject this agreement to termination.

D. Schedules and Timelines.

All training or other related schedules and timelines related to this Agreement are to be established between SDFD PAD Program Personnel and the Program Participant.

E. Dispute Resolution Process.

Initial disputes, should they arise, will be discussed and a resolution sought between Program Participant and the SDFD PAD Program Manager. If resolution is not achieved, second- and third-level supervisors from SDFD and Program Participant or their designee will seek resolution.

F. Termination.

Either Party may terminate this agreement at any time and for any reason by giving thirty (30) days' written notice to SDFD of such termination and specifying the effective date thereof.

G. Indemnification.

Program Participant shall defend, indemnify and hold the City of San Diego, its officers, employees and agents 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 Agreement, but only in proportion to and to the extent such liability, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of its officers, agents, or employees.

Notwithstanding the foregoing, Program Participant agrees that it shall not hold SDFD, its officers, employees and/or agents, liable whatsoever for the malfunction of an AED, or for any use or misuse of an AED.

H. Modification of this Service Level Agreement.

This Agreement may only be modified with the prior written approval of both parties.

IN WITNESS WHEREOF, this Agreement is executed by City and Program Participant acting by and through their authorized officers.

Program Participant

City of San Diego

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form this ___ day of
_____, 20____.

MARA W. ELLIOTT, City Attorney

By: _____
Deputy City Attorney

Print Name

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: May 13, 2021

Agenda Item:

Approval of agreement with Wilkinson, Hadley, King and Co. LLP for the Bond Audit 2020-21.

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

Approval is requested for the Bond Audit by Wilkinson Hadley King and CO. LLP for the 2020-21 school year.

Fiscal Impact (Cost):

\$4,500

Funding Source:

Bond-2139 9010700 0000 8500 5800005 189 670

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 

April 8, 2021

To Board of Directors and Citizen's Bond Oversight Committee
Lakeside Union School District
12335 Woodside Avenue
Lakeside, California 92040

We are pleased to confirm our understanding of the services we are to provide Lakeside Union School District Proposition V and Measure L Building Fund (21-39) for the year ended June 30, 2021. We will audit the financial statements of Proposition V and Measure L Building Fund (21-39), including the related notes to the financial statements, which collectively comprise the basic financial statements of Lakeside Union School District Proposition V and Measure L Building Fund (21-39) as of and for the year ended June 30, 2021. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Lakeside Union School District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Building Fund's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with modified accrual basis of accounting, a basis of accounting other than U.S. GAAP. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the Building Fund and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the Building Fund's financial statements. Our report will be addressed to the Citizen's Oversight Committee of Lakeside Union School District. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose.

If during our audit we become aware that the Bond Fund is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We will also provide an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of the Proposition V and Measure L Building Fund (21-39) Indenture, approved by the voters, in accordance with the *2020-21 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting Appendix* published by the Education Audit Appeals Panel.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the school district or to acts by management or employees acting on behalf of the school district. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the school district and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Building Fund's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The *2020-21 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting Appendix A* (the Guide) published by the Education Audit Appeals Panel, requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with state statutes, regulations, and the terms and conditions of the Proposition V and Measure L Building Fund (21-39) indenture, approved by the voters. Our procedures will consist of tests of transactions and other applicable procedures described in the Guide for the types of compliance requirements that could have a direct and material effect on the Proposition V and Measure L Building Fund (21-39). The purpose of these procedures will be to express an opinion on the Organization's compliance with requirements applicable to the Proposition V and Measure L Building Fund (21-39), as approved by the voters.

Other Services

We will also assist in preparing the financial statements and related notes of the Building Fund in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for designing, implementing, establishing, and maintaining effective internal controls, relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the school district from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the school district involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the school district received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the school district complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, or accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the school district; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Wilkinson Hadley King & Co. LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to oversight agencies or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Wilkinson Hadley King & Co. LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the oversight agencies. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately November 9, 2021 and to issue our reports no later than February 15, 2022. Aubrey Mann, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$4,500. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the Bond Fund and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Wilkinson Hadley King & Co LLP

Wilkinson Hadley King & Co., LLP

RESPONSE:

This letter correctly sets forth the understanding of Lakeside Union School District Citizens' Bond Oversight Committee.

Management signature: _____

E. G.

Title: _____

Assistant Superintendent

Date: _____

4-27-2021

Date approved by governance: _____

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: May 13, 2021

Agenda Item:

Ratify the contract for HP Inspections Inc. contract for special inspection services on the TdS gymnasium project.

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

On November 10, 2020, a request for special "In-plant" inspection and construction materials testing services for the Tierra del Sol Middle School Modus modular gymnasium building was sent to HP Inspection Inc. and a proposal was received. These services are required by the Division of State Architect (DSA) to be provided for any DSA approved projects and must be provided by a firm that is State of California certified. HP Inspections Inc meets these requirements. "In-plant" inspection services ensures that the work performed meets the DSA and the California Building Codes standards.

Fiscal Impact (Cost):

\$11,315.00

Funding Source:

Bond Fund - Measure L-Series B

Addresses Emphasis Goal(s):

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

Recommended Action:

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

Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:


Erin Garcia, Assistant Superintendent


Dr. Andy Johnsen, Superintendent

Reviewed by Cabinet Member 

November 12, 2020

Lakeside Union School District
11838 Valle Vista Road
Lakeside, CA 92040
C/O Ms Tina Cullors
Eric Hall & Associates

Subject: Special Inspection and Construction Materials Testing Services
Project: Tierra Del Sol Middle School New Gymnasium P.R. Building Project
9611 Petitle Lane
Lakeside, CA 92040
DSA Application # 04-119233

Dear Ms Cullors,

As requested we have prepared our estimated cost proposal for special inspections and construction material testing services for the above referenced project. We are confident you will find HP Inspections well qualified to perform the specified work, and we look forward to being a part of your project team. Thank you for your consideration of HP Inspections, Inc.

SCOPE OF WORK

We have reviewed the project plans dated 10/06/20 made available to us at this time and understand our scope of work will be limited to the following.

3. Periodic/continuous shop welding inspections and ultrasonic testing of welds, which includes material identification, verification of welder qualifications and welding procedures prior to the start of welding operations.
4. Preparation of daily handwritten inspection reports, interim reports and one final project inspection report.

PROPOSED FEES

We will perform all of our work for this project on a "time and materials basis" in accordance with the following rates.

1. Continuous or periodic inspections by a Project Inspector with no minimum hour's restriction will be \$130.00/hour.
2. Supervision, project coordination and report preparation by a Senior Inspector will be \$155.00/hour.
3. Overtime will be invoiced at \$195.00/hour.
4. Double time will be invoiced at \$260.00/hour.

5. Night shifts between 4PM and 6AM will be invoiced at \$25.00 in addition to our regular or overtime rates as appropriate.
6. Torque and/or proofload equipment fees will be invoiced at \$25.00 per hour.
7. Mileage will be charged at \$0.75 per mile portal to portal from our San Jose office.
8. Final project reports will be invoiced at \$250.00 each, interim reports at \$130.00 each.

ESTIMATED COSTS

HP Inspections submits the following fee scenario for the purpose of this estimated cost proposal and the client's budgeting requirements.

WELDING INSPECTIONS

± 1 hour, WPS review @ \$155.00/hour	= \$ 155.00
± 66 hours, shop welding inspections @ \$130.00/hour	= \$ 8,580.00
± 8 hours, ultrasonic testing of welds @ \$155.00/hour	= \$ 1,240.00

Welding Subtotal	= \$ 9,975.00
-------------------------	----------------------

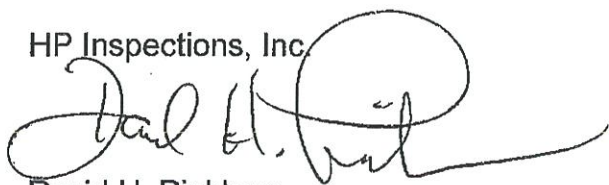
REPORT PREPARATION, MILEAGE AND PROJECT COORDINATION

Reports, Mileage and Project Coordination Subtotal	= \$ 1,340.00
--	---------------

<u>TOTAL ESTIMATED COSTS</u>	<u>= \$ 11,315.00</u>
-------------------------------------	------------------------------

Yours sincerely,

HP Inspections, Inc.



David H. Pinkham
President

HP INSPECTIONS, INC.
AGREEMENT FOR PROFESSIONAL SERVICES

Date of Agreement: November 12, 2020 Project No.: LUSD-1

Client: Lakeside Union School District, 11838 Valle Vista Road, Lakeside, CA 92040

Project Name and Address: Tierra Del Sol Middle School, New Gymnasium P.R. Building, 9611 Petitle Lane, Lakeside, CA 92040

Scope of Work: Special Inspection and Construction Materials Testing Services

This agreement is entered into by and between HP Inspections, Inc. (hereafter HPI) and Lakeside Union School District (hereafter "The Client"), as follows:

1. HPI agrees to perform professional services, the scope of which is briefly described above and more particularly described in our estimated cost proposal dated November 12, 2020 titled, "Special Inspection and Construction Materials Testing Services, Tierra Del Sol Middle School New Gymnasium P.R Building, Lakeside, CA ". Attached hereto and made a part hereto by reference, at the Project location described above or elsewhere as appropriate. Any other change in this scope of work shall be by written modification of this agreement.
2. Unless otherwise specifically agreed in writing, HPI services shall be performed on a time and materials basis, in accordance with the above referenced fee proposal attached hereto and made a part hereto by reference. Any estimate of the total cost for the scope of work described herein is provided in good faith, but is intended as an estimate only, in recognition of the many variables that may affect the execution of professional services, including, without limitations, conditions in the field, coordination with other trades, field change orders, and the like.
3. "The Client" will be invoiced every four (4) weeks for professional services and direct costs, unless otherwise specifically agreed to in writing. Fees and charges are due and payable upon receipt, and become delinquent after thirty (30) days. Late charges shall accrue on delinquent invoices at the rate of one and one-half percent (1.5%) per month. **HPI reserves the right to withhold the issuance of any test results and/or written reports until full payment of account balances has been made.**
4. If "The Client" disputes HPI fees or charges for any patent error or omission, written notice of such disputes must be provided to HP Inspections within thirty (30) days after the date of the related invoice. In any legal action or proceeding arising out of this Agreement or to enforce the terms of this Agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees, costs, and expenses incurred therein.

HP Inspections, Inc.

Lakeside Union School District

By: _____



David H. Pinkham

By: _____

Print Name:

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: May 13, 2021

Agenda Item:

Ratify change order number 1 for Interpipe Contracting on the TDS Gym Project.

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

On February 11, 2021, the Governing Board approved the Interpipe Contracting bid for Bid Package Number 2 (Plumbing Multi-Prime contract) for the New Gymnasium project at Tierra del Sol Middle School in the amount of \$289,000. A change order has been submitted by the contractor to correct unforeseen site conditions in the amount of \$22,327.03. However, since this contract includes an allowance in the amount of \$8,000.00, previously approved by the Governing Board, this agenda item is for ratification of the amount over the allowance which is \$14,327.03. This change has been reviewed by the architect and District Staff and is considered necessary and the price is considered fair and reasonable.

The following change order has been issued to the Interpipe Contracting contract in the amount of \$22,327.03 for the Tierra del Sol gymnasium plumbing contract.

Change orders as follows:

Change Order Number	Description	Amount
1	Pump down dewater retention basin, excavate trench, install new storm drain (not shown on the plans) to connect to the existing 18" storm drain.	\$ 22,327.03

This change will increase the contract amount to \$303,327.03.

Fiscal Impact (Cost):

\$14,327.03

Funding Source:

Bond Fund - Measure L-Series B

Addresses Emphasis Goal(s):

☐ **#1:** Academic Achievement

☐ **#2:** Social Emotional

☒ **#3:** Physical Environments

Recommended Action:

☐ **Informational**

☐ **Discussion**

☐ **Approval**

☐ **Adoption**

☐ **Denial/Rejection**

☒ **Ratification**

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

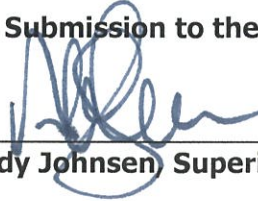
Originating Department/School: Business Services

Submitted/Recommended By:



Erin Garcia, Assistant Superintendent

Approved for Submission to the Governing Board:



Dr. Andy Johnsen, Superintendent

Reviewed by Cabinet Member



INTERPIPE CONTRACTING, INC.
10870 HARTLEY ROAD
SANTEE CA 92071
619-596-7733, FAX 619-596-9766

TO: BALFOUR BEATTY CONSTRUCTION
10620 TREENA ST., STE 300
SAN DIEGO, CA 92131

PCO/INVOICE: 1650-2
DATE: 3/23/2021
PROJECT NAME: Tierra Del Sol-Gym

DESCRIPTION:

RFI 7- Pump to W Fields
Pump down dewater retention basin for existing 18" storm drain that was not shown on plans. Excavate and Place sand bedding in bottom of trench. Install 36" ldppe tee with 36"x18" eccentric reducer and pipe to existing 18" rep storm drain . Backfill 18" up to D-62 storm drain per RFI 7 took 2 1/2 yard of 560-C-3250 concrete collar for 18" RCP pipe to 18" ldppe connection.
Invoice # 4632, dated 03/11/2021, Invoice# 4631, dated 03/12/2021, Invoice # 4430, dated 3/15/2021

***NOTE:**

ALL MATERIAL AND LABOR NOT INCLUDED IN ITEMIZED BREAKDOWN ARE EXCLUDED

LABOR

QTY	DESCRIPTION	
23 Hrs	@ \$92.90 AN HOUR (PLUMBER-FOREMAN).....	\$ 2,136.70
2 Hrs	@ \$125.15 AN HOUR (PLUMBER-FOREMAN- OT).....	\$ 250.30
23 Hrs	@ \$76.49 AN HOUR (PIPELAYER).....	\$ 1,759.27
2 Hrs	@ \$108.08 AN HOUR (PIPELAYER-OT).....	\$ 216.16
15 Hrs	@ \$67.08 AN HOUR (PLUMBER-APPRENTICE L-4).....	\$ 1,006.20
2 Hrs	@ \$89.54 AN HOUR (PLUMBER-APPRENTICE L-4- OT).....	\$ 179.08

TOTAL LABOR..... \$ 5,547.71

MATERIAL

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1 Ls	Western waterworks --attached		\$ 6,061.16
1 Ls	Screen Filled Sand		\$ 1,103.05

TOTAL MATERIAL..... \$ 7,164.21

EQUIPMENT

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
25 Hrs	Foreman truck	\$ 20.00	\$ 500.00
17 Hrs	Excavator 320 w/operator	\$ 222.83	\$ 3,788.11
17 Hrs	Backhoe 420 w/operator	\$ 153.68	\$ 2,612.56
1 day	Laser	\$ 195.00	\$ 195.00
1 day	Chop Saw	\$ 95.00	\$ 95.00
1 Ls	Sunbelt - Pump & Hose		\$ 193.64

TOTAL EQUIPMENT..... \$ 7,384.42

TOTAL LABOR MATERIAL AND EQUIPMENT..... \$ 20,096.34
CONTRACTOR'S OVERHEAD AND PROFIT..... 10% \$ 2,009.63
SUB-TOTAL..... \$ 22,105.97
BOND FEES..... 1% \$ 221.06
TOTAL..... \$ 22,327.03

TOTAL ALL ITEMS..... \$22,327.03

INTERPIPE CONTRACTING, INC.
 U.S. 9578854
 10870 HARTLEY ROAD
 SANTEE, CALIFORNIA 92071

(619) 896-7733
 FAX (619) 896-8768

JOB INVOICE

4632

ALO
 1681
 L/L
 1981

E/R

D/W

TO Barbara Beatty
Torrance Del Sol Middle School

TERMS

NO. 2714402	DATE 3-11-21
Ethan Valdez	
<input type="checkbox"/> DAY WORK	<input type="checkbox"/> CONTRACT
<input checked="" type="checkbox"/> EXTRA	
Torrance Del Sol Middle School	
Torrance, CA	
DATE 3-11-21	

QTY.	MATERIAL	PRICE	AMOUNT	DESCRIPTION OF WORK
	None			Pump down double retention basin for existing 18" storm drain that was not shown on plans. SEE 7 & 11P PUMP TO W FIELDS.
				OTHER CHARGES
				Rental Sunkult 2" 1HP submersible discharge pump
				2" x 50' Layflat discharge hose Total 200' each.
				LABOR
				1 pipe layer
				1 foreman
				TOTAL LABOR
				TOTAL MATERIALS
				TOTAL OTHER
				TAX
				TOTAL

DATE COMPLETED

Termination of work to be
 3/11/21

Work ordered by

Signature

I hereby acknowledge the satisfactory completion of the above described work.

Thank You

INTERPIPE CONTRACTING, INC.

Lic. #578888
10870 HARTLEY ROAD
SANTEE, CALIFORNIA 92071

(619) 596-7733
FAX (619) 596-9766

JOB INVOICE

4631

TO Balfour Beatty
Tierra Del Sol E Middle School

PHONE		DATE OF ORDER 3-12-21 Fizi	
ORDER TAKEN BY Eddie Welch		CUSTOMER'S ORDER NUMBER	
<input type="checkbox"/> DAY WORK		<input type="checkbox"/> CONTRACT	
		<input checked="" type="checkbox"/> EXTRA	
JOB NAME/NUMBER Tierra Del Sol M.S.			
JOB LOCATION Lakeside			
JOB PHONE		STARTING DATE 3-12-21	

TERMS:

QTY.	MATERIAL	PRICE	AMOUNT	DESCRIPTION OF WORK
40'	Feet of 18" Hdpe pipe			excavate and place
2#	18" Hdpe 45°			Sand bedding in bottom
1#	36" Tee			of trench. Install 36"
1#	36" x 18" eccentric Reducer			Hdpe Tee with 36" x 18"
50#	Tons of 30# fill sand.			eccentric reducer. and pipe
				to existing 18" RCP Storm
				drain RCP # 7

OTHER CHARGES

320 Excavator
420 backhoe
Laser
Chop Saw

TOTAL OTHER

LABOR

HRS. RATE AMOUNT

1 Foreman	10		
1 pipelayer	10		
1 Apprentice	10		
1 operator	10		
1 operator	10.		

TOTAL LABOR

TOTAL MATERIALS

TOTAL OTHER

DATE COMPLETED

TOTAL MATERIALS

Work ordered by

Signature

I hereby acknowledge the satisfactory completion of the above described work.

Thank You

TAX

TOTAL

JOB INVOICE

4430

PHONE 619 2796602	DATE OF ORDER 3-15-21 Mon
ORDER TAKEN BY Doreen Welch	CUSTOMER'S ORDER NUMBER
<input type="checkbox"/> DAY WORK <input type="checkbox"/> CONTRACT <input checked="" type="checkbox"/> EXTRA	
JOB NAME/NUMBER Theresa Del Sol M.S.	
JOB LOCATION Hicksville	
JOB PHONE	STARTING DATE 3-15-21 Mon

TERMS:

UH TO D-62

DESCRIPTION OF WORK

Backfill 18" storm drain
per R.F. # 7 posk 2 1/2
yard of 560 c-3250 concrete
roller for 18" Rcp pipe to
18" 14dpe connection.

OTHER CHARGES

320 excavator
420 backhoe

TOTAL OTHER

LABOR

HRS. RATE

AMOUNT

- 1 Foreman
- 1 apprentice
- 1 pipelayer
- 1 operator
- 1 operator

Rad Honsauer PI voryu time

TOTAL LABOR

TOTAL MATERIALS

TOTAL OTHER

Work ordered by

Signature

I hereby acknowledge the satisfactory completion of the above described work.

Thank You

TAX

TOTAL



WESTERN WATER WORKS SUPPLY COMPANY

601 FRONT ST EL CAJON, CA - 92020
PHONE: (909)597-7000 | FAX: (909)597-7050

PROPOSAL

QUOTE DATE	EXPIRATION DATE	QUOTE NO.
03/05/21	04/04/21	1304071-00
JOB ID		PAGE NO.
TDS QUOTE		1

CUST #: 100316

BILL TO
INTERPIPE CONTRACTING INC 10870 HARTLEY RD SANTEE, CA 92071

SHIP TO
INTERPIPE CONTRACTING INC 10870 HARTLEY RD SANTEE, CA 92071

INSTRUCTIONS	SHIP POINT	VIA	SHIPPED	TERMS	CONTACT	RJ SMITH
	EL CAJON	OUR TRUCK		24 10 NET 30	WORK PHONE	(619) 432-0994

LN	PRODUCT AND DESCRIPTION	ORDERED	BO	SHIPPED	UM	PRICE	NET AMOUNT
1	15WT20NP# GF 15" DUAL WALL WATER TIGHT PIPE	60		60	FT	9.80	588.00
2	GFE1545B2-WT# GF GOLDFLO 15" 45 DEGREE ELBOW BELLED	2		2	EA	197.90	395.80
3	GFT3636B3-WT# GF GOLDFLO 36" TEE BELLED	1		1	EA	1958.10	1958.10
4	GFR3615B2-WT# GF GOLDFLO 36" x 15" REDUCER BELLED	1		1	EA	909.00	909.00
5	GFAD15MH-PVC# GF 15" HDPE x SDR35 SPIGOT ADAPTER	1		1	EA	172.90	172.90
6	GFE36602B2-WT# GF GOLDFLO 36" 60 DEGREE ELBOW BELLED	1		1	EA	1575.10	1575.10
7	GFGSK15WT# PRINSCO GF 15" GASKET	1		1	EA	26.30	26.30
7	Lines Total	Qty Shipped Total		67	Total		5625.20
					Taxes		435.96
					Invoice Total		6061.16



Smooth Running Jobs



P.O. Box 5067
Buena Park, CA 90622
Billing: (714) 522-4403
Fax: (714) 522-4524

Invoice Date

3/12/2021

Invoice #

351243

Customer

1458

INTERPIPE CONTRACTING, INC.
10870 HARTLEY RD
Santee, CA 92071

Job

62343

TIERRA DEL SOL MIDDLE SCHOOL / GYM
1650
9611 Petite Lane
Lakeside, CA 92040

Ticket #	Del. Date	Reference #	Line Description	Qty	Units	Unit Price	Amount
1722746	3/12/2021		SCREENED FILL SAND	25.56	TN	\$13.50	\$345.06
1615144	3/12/2021		SCREENED FILL SAND	25.22	TN	\$13.50	\$340.47
1615939	3/12/2021		SCREENED FILL SAND	25.05	TN	\$13.50	\$338.18

CALL FOR SERVICE IN CALIFORNIA, NEVADA, AND ARIZONA

Los Angeles | Ventura | Orange | Inland Empire (800) 522-0282
Central California | Northern California (800) 734-3053
San Diego County (800) 266-2837
Palm Springs | Indio (866) 923-4772
Arizona & Nevada (855) 522-0282

SUB-TOTAL	\$1,023.71
SALES TAX	\$79.34
MINING TAX	\$0.00
TOTAL DUE	\$1,103.05
DUE BY	4/10/2021

TERMS: NET DUE 10TH OF THE MONTH FOLLOWING DATE OF DELIVERY. A 1.5% FINANCE CHARGE PER MONTH ON THE UNPAID BALANCE SHALL BE CHARGED ON ALL ACCOUNTS 30 DAYS OR MORE PAST DUE.
ALL MATERIAL SALES ARE F.O.B. POINT OF ORIGIN AND TITLE PASSES TO BUYER PRIOR TO TRANSPORTATION.

RV



SEND ALL PAYMENTS TO:
 SUNBELT RENTALS, INC.
 PO BOX 409211
 ATLANTA, GA 30384-9211

INVOICE NO.	111192704-0001
ACCOUNT NO.	791458
INVOICE DATE	3/12/21
PAGE	1 of 1

INVOICE TO

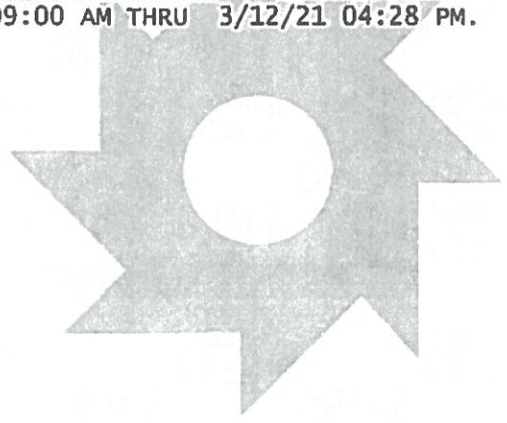
1oz - 2289 - 2892
 INTERPIPE CONTRACTING INC
 10870 HARTLEY RD STE B
 SANTEE CA 92071-5638

JOB ADDRESS

TIERRA DEL SOL MIDDLE SCHOOL
 9611 PETITE LN
 LAKESIDE, CA 92040 4317
 619-596-7733

RECEIVED BY SMITH, RJ	CONTRACT NO 111192704
PURCHASE ORDER NO. 1635	
JOB NO. 1 - TIERRA DEL SOL M	
BRANCH EL CAJON CA PC1320 1717 E MAIN ST EL CAJON, CA 92021 5219 619-444-1125	

QTY	EQUIPMENT #	Min	Day	Week	4 week	Amount
1.00	2" 1HP SUBMERSIBLE DEWATERING PUMP 10356610 Make: MQ Model: ST2047 Ser #: 699056 Billed from 3/11/21 thru 3/12/21	45.00	60.00	145.00	390.00	120.00
4.00	2X50 LAYFLAT PVC DIS CAM HOSE	5.00	7.00	20.00	48.00	56.00
	Rental Sub-total:					176.00
SALES ITEMS:						
Qty	Item number	Unit	Price			
1	CAHERS1	EA	1.320			1.32
	CA .75% HEAVY EQUIP. RENTAL TAX					
1	ENVIRONMENTAL	EA	1.560			1.56
	ENVIRONMENTAL/HAZMAT FEE 2133XXX0000					
	FINAL BILL: 3/11/21 09:00 AM THRU 3/12/21 04:28 PM.					



Equipment. Service. Guaranteed.

REMIT TO:

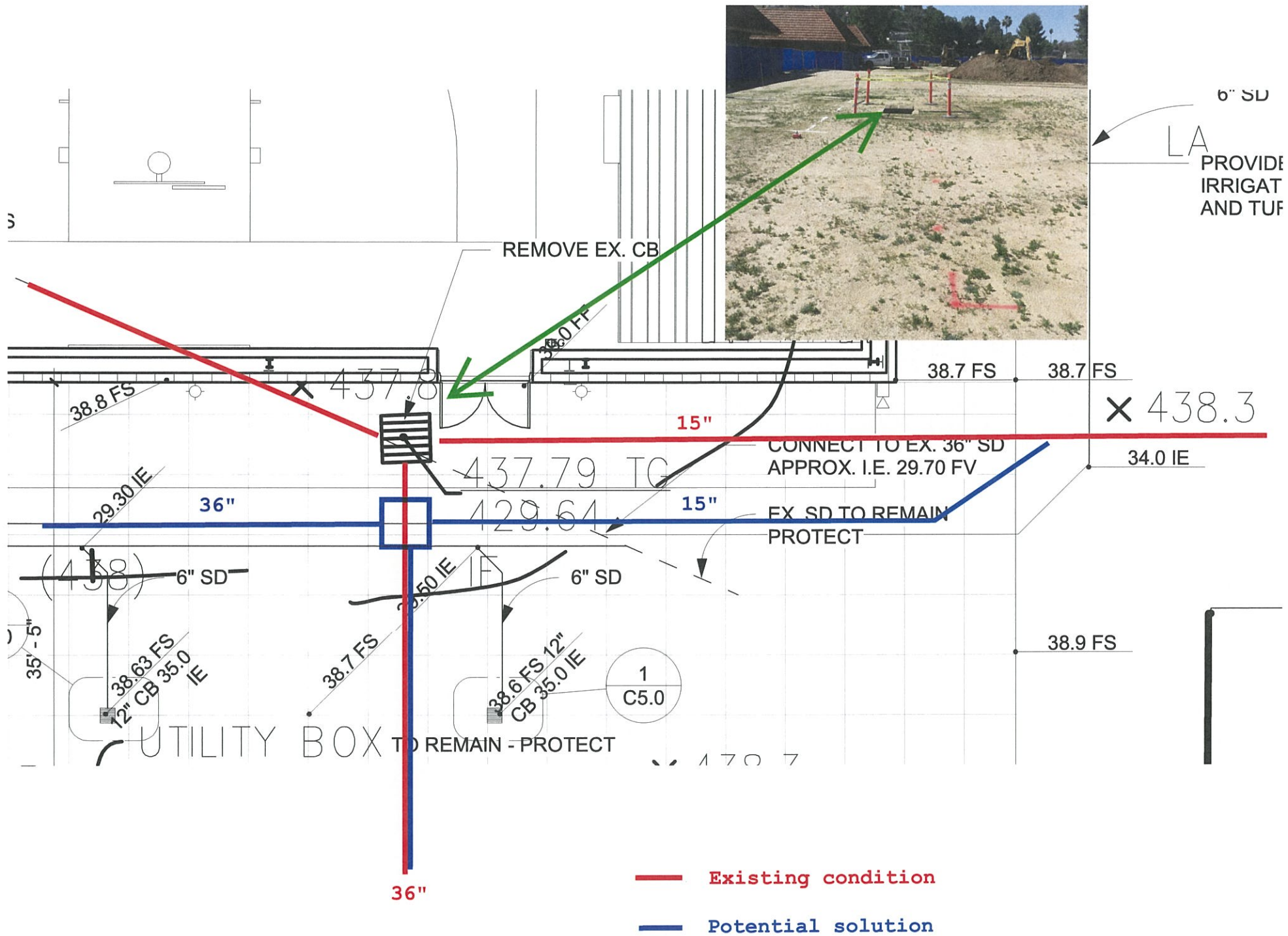
SUNBELT RENTALS, INC.
 PO BOX 409211
 ATLANTA, GA 30384-9211

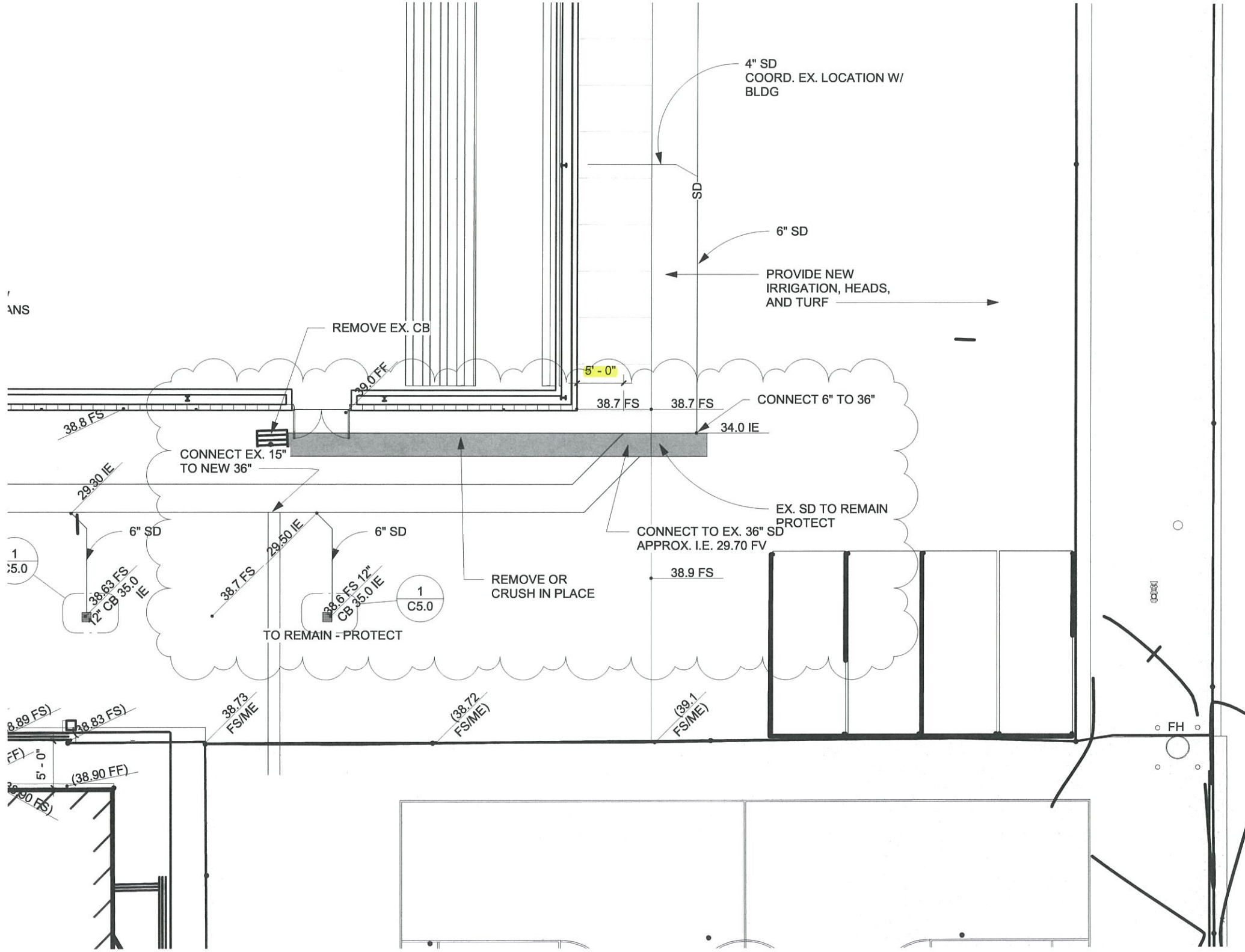
NET DUE UPON RECEIPT

Invoices not paid within 30 days may be subject
 to a 1-1/2% per month charge.

SUBTOTAL	178.88
SALES TAX	14.76
INVOICE TOTAL	193.64

RENTAL RETURN





Balfour Beatty Construction, LLC
10620 Treena Street, #300
San Diego, California 92131
Phone: (858) 635-7400

Project: 16890000 - LUSD TIERRA DEL SOL MS NEW GYM
9611 PETITE LANE
LAKESIDE, California 92040-4317

Existing 15" SD along Grid Line E

TO:	Debra Vaughan-Cleff (StudioWC Architecture and Engineering)	FROM:	Tim Milam (Balfour Beatty) 10620 Treena Street, #300 San Diego, California 92131
DATE INITIATED:	03/01/2021	STATUS:	Closed on 03/10/21
LOCATION:		DUE DATE:	03/04/2021
PROJECT STAGE:	3. Construction	COST CODE:	
SUB JOB:		SCHEDULE IMPACT:	TBD
COST IMPACT:	TBD	SPEC SECTION:	
DRAWING NUMBER:	C2.1	REFERENCE:	Interpipe RFI #1
LINKED DRAWINGS:			
RECEIVED FROM:	Rj Smith (Interpipe Contracting (Santee))		
COPIES TO:			

Question from Tim Milam (Balfour Beatty) at 04:22 PM on 03/01/2021

Referencing C2.1 and the attached marked up plan, where the existing 36" x 36" catch basin along new grid line E is to be removed there is an additional 15" SD line tied into the CB which is running east towards the track. The 15" line is within the limits of over-ex and possibly within the limits of the 6' x 6' square footings at columns along line E. A proposed solution is noted on the attached sketch. Please advise how this existing condition should be addressed.

Attachments:

RFI 7 Sketch.pdf

Official Response: Cindi Short (Balfour Beatty) responded on Wednesday, March 10th, 2021 at 5:16PM CST

Response from BBC: Proceed per arch provided sketch. Provide PCO for review and approval.

Attachments:

RFI 7 - 36 Pipe configuration - SWC response.1.pdf

All Replies:

Response from Cindi Short (Balfour Beatty) at 05:16 PM on 03/10/2021

Response from BBC: Proceed per arch provided sketch. Provide PCO for review and approval.

Attachments:

RFI 7 - 36 Pipe configuration - SWC response.1.pdf

Response from Debra Vaughan-Cleff (StudioWC Architecture and Engineering) at 04:03 PM on 03/04/2021

Agreed - the line is within the influence line of the foundation. See the attached sketch.

Attachments:

RFI 7 - 36 Pipe configuration - SWC response.pdf

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: May 13, 2021

Agenda Item:

Approve Resolution No. 2021-31 authorizing issuance and sale of 2014 Election, Series C general obligation bonds and authorize staff to execute necessary documents associated with the sale of the bonds. Approve Resolution No. 2021-33 authorizing debt service estimate by the County of San Diego.

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

District bond counsel, Jones Hall, Attorneys at Law, has provided the District with the documents required to issue the Series C of Measure L General Obligation Bonds authorized through the November 2014 election. The series will be issued in the principal amount not to exceed \$13,100,000 and the associated resolutions are attached. The proceeds of the bond sales shall be deposited in a special district fund in mid-August. The funds will be used for facility improvements districtwide.

Incorporated in this resolution is the approval of the following documents which are under separate cover and available to the public in the Superintendent's Office.

1. The Preliminary Official Statement is the document provided to investors purchasing the bonds describing the terms of the bonds and a general description of the District. The Official Statement also sets out the form of tax opinion that Jones Hall will give and provides the form of continuing disclosure certificate that requires the District to provide certain information to bondholders on an annual basis.
2. The Bond Purchase Agreement spells out the terms of the negotiated purchase and sale of the bonds.

Fiscal Impact (Cost):

There will be no fiscal impact to the District. All costs and fees are contingent on the sale of the bonds and are paid out of bond proceeds. Estimated costs of issuance are approximately \$175,000 and include financial advisor fees, bond counsel fees, disclosure counsel fees, rating fees, trustee fees and verification agent fees.

Funding Source:

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:

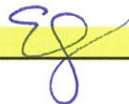


Erin Garcia, Assistant Superintendent



Dr. Andy Johnsen, Superintendent

Reviewed by Cabinet Member



**BOARD OF TRUSTEES
LAKESIDE UNION SCHOOL DISTRICT**

RESOLUTION NO. 2021-31

**RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF 2014
ELECTION, SERIES C GENERAL OBLIGATION BONDS IN THE
PRINCIPAL AMOUNT OF NOT TO EXCEED \$13,100,000 AND
APPROVING RELATED DOCUMENTS AND OFFICIAL ACTIONS**

WHEREAS, an election was duly and regularly held in the Lakeside Union School District (the "District") on November 4, 2014, in accordance with Section 1(b)(3) of Article XIII A of the California Constitution, for the purpose of submitting Measure L ("Measure L") to the qualified electors of the District, authorizing the issuance of general obligation bonds in the aggregate principal amount of \$31,000,000 (the "Measure L Bonds"), and more than 55% of the votes cast were in favor of the issuance of the Measure L Bonds; and

WHEREAS, the Board of Trustees of the District (the "Board") is authorized to provide for the issuance and sale of any series of Measure L Bonds under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Bond Law"); and

WHEREAS, the District has previously issued two series of Measure L Bonds in the aggregate principal amount of \$17,900,000, leaving a remaining \$13,100,000 of Measure L Bonds which are authorized to be issued by the District; and

WHEREAS, the Board of Trustees wishes at this time to initiate proceedings for the issuance of a third and final series of Measure L Bonds under the Bond Law in the aggregate principal amount of not to exceed \$13,100,000 (the "Series C Bonds") as provided in this Resolution for the purpose of providing financing for projects authorized under Measure L; and

WHEREAS, as required by Government Code Section 5852.1, attached hereto as Appendix B is the information relating to the Series C Bonds that has been obtained by the Board and is hereby disclosed and made public; and

WHEREAS, the Board has previously approved a Debt Issuance and Management Policy which complies with Government Code Section 8855, and the issuance of the Series C Bonds will be in compliance with said policy;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Lakeside Union School District as follows:

ARTICLE I

DEFINITIONS; AUTHORITY

Section 1.01. Definitions. The terms defined in this Section, as used and capitalized herein, shall, for all purposes of this Resolution, have the meanings given them below, unless the context clearly requires some other meaning. Any capitalized terms defined in the recitals of this Resolution and not otherwise defined in this Section shall have the meaning given such terms in the recitals.

"Authorized Investments" means mean the County Investment Pool, the Local Agency Investment Fund, any investment authorized pursuant to Sections 53601 and 53635 of the California Government Code, or investment agreements, including guaranteed investment contracts, float contracts or other investment products (provided that such agreements comply with the requirements of Section 148 of the Tax Code). The County Treasurer shall assume no responsibility in the reporting, reconciling and monitoring in the investment of proceeds related to the Series C Bonds.

"Board" means the Board of Trustees of the District.

"Bond Counsel" means (a) the firm of Jones Hall, A Professional Law Corporation, or (b) any other attorney or firm of attorneys nationally recognized for expertise in rendering opinions as to the legality and tax exempt status of securities issued by public entities.

"Bond Law" means Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California, as in effect on the date of adoption hereof and as amended hereafter.

"Bond Purchase Agreement" means the agreement between the Underwriter and the District which is approved by the Board relating to the negotiated sale of the Series C Bonds to the Underwriter.

"Building Fund" means the fund established and held by the County Treasurer under Section 3.03.

"Closing Date" means the date upon which there is a delivery of the Series C Bonds in exchange for the amount representing the purchase price of the Series C Bonds by the Underwriter.

"Costs of Issuance" means all items of expense directly or indirectly payable by or reimbursable to the District and related to the authorization, issuance, sale and delivery of the Series C Bonds, including but not limited to the costs of preparation and reproduction of documents, printing expenses, filing and recording fees, initial fees and charges of the Paying Agent and its counsel, legal fees and charges, fees and disbursements of the financial advisor, placement agent and other consultants and professionals and any other cost, charge or fee in connection with the original issuance of the Series C Bonds.

"County" means the County of San Diego, a political subdivision of the State of California, duly organized and existing under the Constitution and laws of the State of California.

"County Treasurer" means the San Diego County Treasurer-Tax Collector, or any authorized deputy thereof.

"Debt Service Fund" means the account established and held by the County Treasurer under Section 4.02.

"Depository" means (a) initially, DTC, and (b) any other Securities Depository acting as Depository under Section 2.09.

"Depository System Participant" means any participant in the Depository's book-entry system.

"District" means the Lakeside Union School District, a school district organized under the Constitution and laws of the State of California, and any successor thereto.

"District Representative" means the Superintendent, the Assistant Superintendent, Business Services or any other person authorized by resolution of the Board of Trustees of the District to act on behalf of the District with respect to this Resolution and the Series C Bonds.

"DTC" means The Depository Trust Company, New York, New York, and its successors and assigns.

"Education Code" means the Education Code of the State of California, as in effect on the Closing Date or as thereafter amended from time to time.

"Federal Securities" means: (a) any direct general non-callable obligations of the United States of America, including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America; (b) any obligations the timely payment of principal of and interest on which are directly or indirectly guaranteed by the United States of America or which are secured by obligations described in the preceding clause (a); (c) the interest component of Resolution Funding Corporation strips which have been stripped by request to the Federal Reserve Bank of New York in book-entry form; (d) pre-refunded municipal bonds rated in the highest rating category by any Rating Agency; and (e) bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies: (i) direct obligations or fully guaranteed certificates of beneficial ownership of the U.S. Export-Import Bank; (ii) certificates of beneficial ownership of the Farmers Home Administration; (iii) participation certificates of the General Services Administration; (iv) Federal Financing Bank bonds and debentures; (v) guaranteed Title XI financings of the U.S. Maritime Administration; (vi) project notes, local authority bonds, new communities debentures and U.S. public housing notes and bonds of the U.S. Department of Housing and Urban Development; and (vi) obligations of the Federal Home Loan Bank (FHLB).

"Interest Payment Date" means each February 1 and August 1 during the term of the Series C Bonds on which interest is payable thereon, as set forth in the Bond Purchase Agreement.

"Measure L" means the measure which was submitted to and approved by more than 55% of the voters at an election held within the District on November 4, 2014, under which the issuance of the Series C Bonds has been authorized.

"Office" means the office or offices of the Paying Agent for the payment of the Series C Bonds and the administration of its duties hereunder. The Paying Agent may designate and re-designate the Office from time to time by written notice filed with the County and the District.

"Outstanding," when used as of any particular time with reference to Series C Bonds, means all Series C Bonds except: (a) Series C Bonds theretofore canceled by the Paying Agent or surrendered to the Paying Agent for cancellation; (b) Series C Bonds paid or deemed to have been paid within the meaning of Section 9.02; and (c) Series C Bonds in lieu of or in substitution for which other Series C Bonds have been authorized, executed, issued and delivered by the District under this Resolution.

"Owner", whenever used herein with respect to a Series C Bond, means the person in whose name the ownership of such Series C Bond is registered on the Registration Books.

"Paying Agent" means the County Treasurer, its successors and assigns, acting in the capacity of paying agent, registrar, authentication agent and transfer agent for the Series C Bonds.

"Record Date" means the 15th day of the month preceding an Interest Payment Date, whether or not such day is a business day.

"Registration Books" means the records maintained by the Paying Agent for the registration of ownership and registration of transfer of the Series C Bonds under Section 2.08.

"Resolution" means this Resolution, as originally adopted by the Board and including all amendments hereto and supplements hereof which are duly adopted by the Board from time to time in accordance herewith.

"Securities Depositories" means DTC; and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the District may designate in a Written Request of the District delivered to the Paying Agent.

"Series C Bonds" means the not to exceed \$13,100,000 aggregate principal amount of Lakeside Union School District (San Diego County, California) 2014 Election, Series C General Obligation Bonds (GO Reauthorization Bonds®) issued and at any time Outstanding under this Resolution.

"Tax Code" means the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under said Code.

"Underwriter" means Barclays Capital, Inc., as the purchaser of the Series C Bonds upon the negotiated sale thereof in accordance with Section 3.01.

"Written Certificate of the District" means an instrument in writing signed by a District Representative or by any other officer of the District duly authorized by the District and listed on a Written Request of the District for that purpose.

Section 1.02. Interpretation.

(a) Unless the context otherwise indicates, words expressed in the singular include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

(c) All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Resolution; the words "herein," "hereof," "hereby," "hereunder" and other words of similar import refer to this Resolution as a whole and not to any particular Article, Section or subdivision hereof.

(d) Whenever the term "may" is used herein with respect to an action by one of the parties hereto, such action shall be discretionary and the party who "may" take such action shall be under no obligation to do so.

Section 1.03. Authority for this Resolution; Findings. This Resolution is entered into under the provisions of the Bond Law. The Board hereby certifies that all of the things, conditions and acts required to exist, to have happened or to have been performed precedent to and in the issuance of the Series C Bonds do exist, have happened or have been performed in due and regular time and manner as required by the laws of the State of California, and that the amount of the Series C Bonds, together with all other indebtedness of the District, does not exceed any limit prescribed by any laws of the State of California.

ARTICLE II

THE SERIES C BONDS

Section 2.01. Authorization. The Board hereby authorizes the issuance of the Series C Bonds in the principal amount of not to exceed \$13,100,000 under and subject to the terms of Article XIII A, Section 1 paragraph (b) of the California Constitution, the Bond Law and this Resolution, for the purpose of raising money for the acquisition or improvement of educational facilities in accordance with Measure L. This Resolution constitutes a continuing agreement between the District and the Owners of all of the Outstanding Series C Bonds to secure the full and final payment of principal thereof and interest and premium thereon, subject to the covenants, agreements, provisions and conditions herein contained. The Series C Bonds shall be designated the "Lakeside Union School District (San Diego County, California) 2014 Election, Series C General Obligation Bonds (GO Reauthorization Bonds®)".

Section 2.02. Terms of Series C Bonds.

(a) Terms of Series C Bonds. The Series C Bonds will be issued as fully registered bonds, without coupons, in such denominations as are specified in the Bond Purchase Agreement, but in an amount not to exceed the aggregate principal amount of Series C Bonds maturing in the year of maturity of the Series C Bond for which the denomination is specified. The Series C Bonds will be lettered and numbered as the Paying Agent may prescribe, and will be dated as of the Closing Date.

The Series C Bonds will be issued solely in the form of current interest bonds. Interest on the Series C Bonds will be payable semiannually on each Interest Payment Date. Each Bond will bear interest from the Interest Payment Date next preceding the date of registration and authentication thereof unless (i) it is authenticated as of an Interest Payment Date, in which event it will bear interest from such date, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it will bear interest from such Interest Payment Date, or (iii) it is authenticated prior to the first Record Date, in which event it will bear interest from the Closing Date. Notwithstanding the foregoing, if interest on any Series C Bond is in default at the time of authentication thereof, such Series C Bond will bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

(b) Maturities; Basis of Interest Calculation. The Series C Bonds will mature on August 1 in the years and in the amounts, and will bear interest at the rates, as determined upon the sale thereof. The final maturity of the Series C Bonds will be not more than 30 years from the date of issuance thereof. Interest on the Series C Bonds will be calculated on the basis of a 360-day year comprised of twelve 30-day months.

(c) Payment. Interest on the Series C Bonds (including the final interest payment upon maturity or redemption) is payable by check, draft or wire of the Paying Agent mailed to the Owner thereof at such Owner's address as it appears on the Registration Books at the close of business on the preceding Record Date; except that at the written request of the Owner of at least \$1,000,000 aggregate principal amount of the Series C Bonds, which written request is on file with the Paying Agent as of any Record Date, interest on such Series C Bonds will be paid on the succeeding Interest Payment

Date to such account as will be specified in such written request. Principal of and premium (if any) on the Series C Bonds is payable in lawful money of the United States of America upon presentation and surrender at the Office of the Paying Agent. The provisions of this subsection (c) are subject in all respects to the provisions of Section 2.09 relating to Series C Bonds which are held in the book-entry system of DTC.

Section 2.03. Redemption.

(a) Optional Redemption Dates and Prices. The Series C Bonds shall be subject to redemption prior to maturity, at the option of the District, in whole or in part among maturities on such basis as designated by the District and by lot within a maturity, from any available source of funds, on the dates and at the redemption prices which are set forth in the Bond Purchase Agreement.

(b) Mandatory Sinking Fund Redemption. If and as specified in the Bond Purchase Agreement, any maturity of Series C Bonds shall be designated as "Term Bonds" which are subject to mandatory sinking fund redemption on August 1 in each of the years set forth and in the respective principal amounts set forth in the Bond Purchase Agreement, at a redemption price equal to 100% of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption. If some but not all of such Term Bonds have been redeemed under the preceding subsection (a) of this Section, the aggregate principal amount of such Term Bonds to be redeemed in each year under this subsection shall be reduced on a pro rata basis in integral multiples of \$5,000, or as otherwise designated in a Written Request of the District filed with the Paying Agent.

(c) Selection of Series C Bonds for Redemption. Whenever less than all of the Outstanding Series C Bonds of any one maturity are designated for redemption, the Paying Agent shall select the Outstanding Series C Bonds of such maturity to be redeemed by lot in any manner deemed fair by the Paying Agent. For purposes of such selection, each Series C Bond shall be deemed to consist of individual bonds of \$5,000 principal amount each, which may be separately redeemed.

(d) Redemption Procedure. The Paying Agent shall cause notice of any redemption to be given at least 20 days but not more than 60 days prior to the date fixed for redemption, to the respective Owners of any Series C Bonds designated for redemption, at their addresses appearing on the Registration Books. Receipt of such notice is not a condition precedent to such redemption and the failure to receive any such notice will not affect the validity of the proceedings for the redemption of the Series C Bonds. In addition, the Paying Agent shall give notice of redemption by telecopy or certified, registered or overnight mail to each of the Securities Depositories and to the Municipal Securities Rulemaking Board.

Such notice shall state the redemption date and the redemption price and, if less than all of the then Outstanding Series C Bonds are to be called for redemption, shall designate the serial numbers of the Series C Bonds to be redeemed by giving the individual number of each Series C Bond or by stating that all Series C Bonds between two stated numbers, both inclusive, or by stating that all of the Series C Bonds of one or more maturities have been called for redemption, and shall require that such Series C Bonds be then surrendered at the Office of the Paying Agent for redemption at the said

redemption price, giving notice also that further interest on such Series C Bonds will not accrue from and after the redemption date.

Upon surrender of Series C Bonds redeemed in part only, the District shall execute and the Paying Agent shall authenticate and deliver to the Owner, at the expense of the District, a new Series C Bond or Bonds, of the same maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Series C Bond or Bonds.

From and after the date fixed for redemption, if notice of such redemption has been duly given and funds available for the payment of the principal of and interest (and premium, if any) on the Series C Bonds so called for redemption have been duly provided, the Series C Bonds called for redemption will cease to be entitled to any benefit under this Resolution other than the right to receive payment of the redemption price, and no interest will accrue thereon on or after the redemption date specified in the notice. The Paying Agent shall cancel all Series C Bonds redeemed under this Section and furnish a certificate of cancellation to the District.

(e) Right to Rescind Notice of Optional Redemption. The District has the right to rescind any notice of the optional redemption of Series C Bonds under subsection (a) of this Section by written notice to the Paying Agent on or prior to the date fixed for redemption. Any notice of optional redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Series C Bonds then called for redemption. The District and the Paying Agent shall have no liability to the Series C Bond Owners or any other party related to or arising from such rescission of redemption. The Paying Agent shall give notice of such rescission of redemption in the same manner as the original notice of redemption was given under subsection (d) of this Section. The District shall have the right to give a conditional notice of the redemption of any Series C Bonds under subsection (a) of this Section.

Section 2.04. Form of Series C Bonds. The Series C Bonds, the form of the Paying Agent's certificate of authentication and registration and the form of assignment to appear thereon will be substantially in the forms, respectively, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Resolution and the Official Notice of Sale or the Bond Purchase Agreement, as are set forth in Appendix A attached hereto.

Section 2.05. Execution of Series C Bonds. The Series C Bonds shall be signed by the facsimile signature of the President of the Board and shall be attested by the facsimile signature of the Clerk or Secretary of the Board. Only those Series C Bonds bearing a certificate of authentication and registration in the form set forth in Appendix A attached hereto, executed and dated by the Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution, and such certificate of the Paying Agent is conclusive evidence that the Series C Bonds so registered have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Resolution.

Section 2.06. Transfer of Series C Bonds. Any Series C Bond may, in accordance with its terms, be transferred, upon the Registration Books, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender

of such Series C Bond for cancellation at the Office at the Paying Agent, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed. The District may charge a reasonable sum for each new Series C Bond issued upon any transfer.

Whenever any Series C Bond is surrendered for transfer, the District shall execute and the Paying Agent shall authenticate and deliver a new Series C Bond, for like aggregate principal amount. No transfers of Series C Bonds shall be required to be made (a) 15 days prior to the date established by the Paying Agent for selection of Series C Bonds for redemption or (b) with respect to a Series C Bond which has been selected for redemption.

Section 2.07. Exchange of Series C Bonds. Series C Bonds may be exchanged at the Office of the Paying Agent for a like aggregate principal amount of Series C Bonds of authorized denominations and of the same maturity. The District may charge a reasonable sum for each new Series C Bond issued upon any exchange (except in the case of any exchange of temporary Series C Bonds for definitive Series C Bonds). No exchange of Series C Bonds is required to be made (a) 15 days prior to the date established by the Paying Agent for selection of Series C Bonds for redemption or (b) with respect to a Series C Bond after it has been selected for redemption.

Section 2.08. Registration Books. The Paying Agent shall keep or cause to be kept sufficient books for the registration and transfer of the Series C Bonds, which shall at all times be open to inspection by the District upon reasonable notice; and, upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Series C Bonds as herein before provided.

Section 2.09. Book-Entry System. The following provisions of this Section shall apply only in the event the Underwriter requests that the ownership of the Series C Bonds be registered in the book-entry system of DTC.

In such event, and except as provided below, DTC shall be the Owner of all of the Series C Bonds, and the Series C Bonds shall be registered in the name of Cede & Co. as nominee for DTC. The Series C Bonds shall be initially executed and delivered in the form of a single fully registered Series C Bond for each maturity date of the Series C Bonds in the full aggregate principal amount of the Series C Bonds maturing on such date. The Paying Agent and the District may treat DTC (or its nominee) as the sole and exclusive owner of the Series C Bonds registered in its name for all purposes of this Resolution, and neither the Paying Agent nor the District shall be affected by any notice to the contrary. The Paying Agent and the District have no responsibility or obligation to any Depository System Participant, any person claiming a beneficial ownership interest in the Series C Bonds under or through DTC or a Depository System Participant, or any other person which is not shown on the register of the District as being an owner, with respect to the accuracy of any records maintained by DTC or any Depository System Participant or the payment by DTC or any Depository System Participant by DTC or any Depository System Participant of any amount in respect of the principal or interest with respect to the Series C Bonds. The District shall cause to be paid all principal and interest with respect to the Series C Bonds only to DTC, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to the principal and interest with respect to the Series C Bonds to the extent of the sum or sums so paid. Except under

the conditions noted below, no person other than DTC shall receive a Series C Bond. Upon delivery by DTC to the District of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the term "Cede & Co." in this Resolution shall refer to such new nominee of DTC.

If the District determines that it is in the best interest of the beneficial owners that they be able to obtain Series C Bonds and delivers a written certificate to DTC and the District to that effect, DTC shall notify the Depository System Participants of the availability through DTC of Series C Bonds. In such event, the District shall issue, transfer and exchange Series C Bonds as requested by DTC and any other owners in appropriate amounts. DTC may determine to discontinue providing its services with respect to the Series C Bonds at any time by giving notice to the District and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the District shall be obligated to deliver Series C Bonds as described in this Resolution. Whenever DTC requests the District to do so, the District will cooperate with DTC in taking appropriate action after reasonable notice to (a) make available one or more separate Series C Bonds evidencing the Series C Bonds to any Depository System Participant having Series C Bonds credited to its DTC account or (b) arrange for another securities depository to maintain custody of certificates evidencing the Series C Bonds.

Notwithstanding any other provision of this Resolution to the contrary, so long as any Series C Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal and interest with respect to such Series C Bond and all notices with respect to such Series C Bond shall be made and given, respectively, to DTC as provided as in the representation letter delivered on the date of issuance of the Series C Bonds. The County, the District and the Paying Agent shall have no responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial owners of the Series C Bonds, and neither the County, the District nor the Paying Agent shall have any responsibility or obligation, legal or otherwise, to the beneficial owners of the Series C Bonds or to any other party, including the DTC or its successor.

ARTICLE III

SALE OF SERIES C BONDS; APPLICATION OF PROCEEDS

Section 3.01. Sale of Series C Bonds; Approval of Sale Documents.

(a) Negotiated Sale of Series C Bonds. Pursuant to Section 53508.9 of the Bond Law, the Board hereby authorizes the negotiated sale of the Series C Bonds to the Underwriter. The Series C Bonds shall be sold pursuant to the Bond Purchase Agreement in substantially the form on file with the Secretary of the Board with such changes therein, deletions therefrom and modifications thereto as a District Representative may approve, such approval to be conclusively evidenced by the execution and delivery of the Bond Purchase Agreement. The Underwriter's discount shall not exceed 0.55% of the par amount of the Series C Bonds, and the Series C Bonds shall be sold at a true interest rate of not to exceed 4.50% per annum. The Board hereby authorizes a District Representative to execute and deliver the final form of the Bond Purchase Agreement in the name and on behalf of the District.

In accordance with Section 53508.7 of the Bond Law and Section 15146 of the Bond Law, the Board has determined to authorize the sale of the Series C Bonds at a negotiated sale because (i) a negotiated sale provides more flexibility to revise the financing structure of the Series C Bonds in a volatile municipal bond market, (ii) the Underwriter is familiar with the financial and operating conditions of the District and the overall requirements of its financing plan, and (iii) it is in the best interests of the District be able to choose the time and date of the sale of the Series C Bonds on short notice.

(b) Official Statement. The Board hereby approves and deems final within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934, the Preliminary Official Statement describing the Series C Bonds in the form on file with the Secretary of the Board. A District Representative is hereby individually authorized, at the request of the Underwriter, to execute an appropriate certificate affirming the Board's determination that the Preliminary Official Statement has been deemed final within the meaning of such Rule. A District Representative is hereby individually authorized and directed to approve any changes in or additions to a final form of the Official Statement, and the execution thereof by such District Representative shall be conclusive evidence of approval of any such changes and additions. The Board hereby authorizes the distribution of the Preliminary Official Statement and the Final Official Statement by the Underwriter. A District Representative shall execute the Final Official Statement in the name and on behalf of the District.

(c) Provisions of Bond Purchase Agreement to Control. The terms and conditions of the Series C Bonds shall be as specified in the Bond Purchase Agreement. In the event of any inconsistency or conflict between the provisions of this Resolution and the Bond Purchase Agreement, the provisions of the Bond Purchase Agreement shall be controlling.

(d) Presentation of Actual Cost Information at Board Meeting. As required pursuant to Government Code Section 53509.5, after the sale of the Series C Bonds, the Board shall present actual cost information for the sale at its next scheduled public

meeting, and an itemized summary of the costs of the Series C Bond shall be submitted to the California Debt and Investment Advisory Commission.

Section 3.02. Application of Proceeds of Sale of Series C Bonds. The proceeds of the Series C Bonds shall be paid to the County Treasurer on the Closing Date, and shall be applied by the County Treasurer as follows:

- (a) The portion of the proceeds representing the premium (if any) received by the County Treasurer on the sale of the Series C Bonds will be deposited in the Debt Service Fund.
- (b) The remaining proceeds received by the County Treasurer from the sale of the Series C Bonds will be deposited in the Building Fund which has been established by the San Diego County Office of Education.

Section 3.03. Building Fund. The County Treasurer shall create and maintain the Building Fund, into which the proceeds from the sale of the Series C Bonds shall be deposited, to the extent required under Section 3.02(b). The County Treasurer shall maintain separate accounting for the proceeds of the Series C Bonds, including all earnings received from the investment thereof. Amounts credited to the Building Fund for the Series C Bonds shall be expended by the District solely for the financing of projects for which the Series C Bond proceeds are authorized to be expended under the Bond Measure. All interest and other gain arising from the investment of proceeds of the Series C Bonds shall be retained in the Building Fund and used for the purposes thereof. At the Written Request of the District filed with the County Treasurer, any amounts remaining on deposit in the Building Fund and not needed for the purposes thereof shall be withdrawn from the Building Fund and transferred to the Debt Service Fund, to be applied to pay the principal of and interest on the Series C Bonds.

If excess amounts remain on deposit in the Building Fund after payment in full of the Series C Bonds, any such excess amounts shall be transferred to the general fund of the District, to be applied for the purposes for which the Series C Bonds have been authorized or otherwise in accordance with the Bond Law and the Education Code.

Section 3.04. Costs of Issuance Custodian Agreement. In the event and to the extent provided in the Official Notice of Sale or the Bond Purchase Agreement, the Underwriter shall be required to pay the Costs of Issuance from its own funds as a condition to the purchase of the Series C Bonds. Such amounts, together with any portion of the proceeds of the Series C Bonds which are applied for the purpose of paying Costs of Issuance, shall be deposited with a custodian bank under a Costs of Issuance Custodian Agreement which is hereby approved in substantially the form on file with the Secretary of the Board together with any changes therein or additions approved by a District Representative, such approval to be conclusively evidenced by the execution and delivery of the Bond Purchase Agreement. The estimated costs associated with the issuance of the Series C Bonds are set forth in Appendix B hereto.

Section 3.05. Approval of Actions to Close Bond Issuance. Each District Representative and any and all other officers of the District are each authorized and directed in the name and on behalf of the District to execute and deliver any and all certificates, requisitions, agreements, notices, consents, warrants and other documents,

which they or any of them might deem necessary or appropriate in order to consummate the lawful issuance, sale and delivery of the Series C Bonds. Whenever in this Resolution any officer of the District is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf if such officer is absent or unavailable.

ARTICLE IV

SECURITY FOR THE SERIES C BONDS; DEBT SERVICE FUND

Section 4.01. Security for the Series C Bonds. The Series C Bonds are general obligations of the District payable from the levy of *ad valorem* taxes upon all property within the District which is subject to taxation by the District, without limitation as to rate or amount, for the payment of the Series C Bonds and the interest thereon. The District hereby directs the County to levy on all the taxable property in the District, in addition to all other taxes, a continuing direct and *ad valorem* tax annually during the period the Series C Bonds are Outstanding in an amount sufficient to pay the principal of and interest and premium (if any) on the Series C Bonds when due, including the principal of any Series C Bonds upon the mandatory sinking fund redemption thereof under Section 2.03(b), which moneys when collected will be paid to the County Treasurer and placed in the Debt Service Fund.

The principal of and interest and redemption premium (if any) on Series C Bonds do not constitute a debt of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents or employees thereof. Neither the County, the State of California, any of its political subdivisions nor any of the officers, agents or employees thereof are liable on the Series C Bonds. In no event are the principal of and interest and redemption premium (if any) on Series C Bonds payable out of any funds or properties of the District other than *ad valorem* taxes levied on taxable property in the District. The Series C Bonds, including the interest thereon, are payable solely from taxes levied under Sections 15250 and 15252 of the Education Code.

Section 4.02. Establishment of Debt Service Fund. The District hereby directs the County Treasurer to establish, hold and maintain a fund to be known as the "Lakeside Union School District 2014 Election, Series C General Obligation Bonds Debt Service Fund", which the County Treasurer shall maintain as a separate account, distinct from all other funds of the County and the District. All taxes levied by the County, at the request of the District, for the payment of the principal of and interest and premium (if any) on the Series C Bonds shall be deposited in the Debt Service Fund by the County promptly upon apportionment of said levy.

The Debt Service Fund is hereby pledged for the payment of the principal of and interest and premium (if any) on the Series C Bonds when and as the same become due, including the principal of any term Series C Bonds required to be paid upon the mandatory sinking fund redemption thereof. Amounts in the Debt Service Fund shall be transferred by the County to the Paying Agent to the extent required to pay the principal of and interest and redemption premium (if any) on the Series C Bonds when due. In addition, amounts on deposit in the Debt Service Fund shall be applied to pay the fees and expenses of the

Paying Agent insofar as permitted by law, including specifically by Section 15232 of the Education Code.

Section 4.03. Disbursements From Debt Service Fund. The County Treasurer shall administer the Debt Service Fund and make disbursements therefrom in the manner set forth in this Section. The County Treasurer shall transfer amounts on deposit in the Debt Service Fund, to the extent necessary to pay the principal of and interest and premium (if any) on the Series C Bonds when due and payable, to the Paying Agent which, in turn, shall pay such moneys to the registered owners of the Series C Bonds to pay the principal thereof and interest thereon. Any moneys remaining in the Debt Service Fund after the Series C Bonds and the interest thereon have been paid, shall be transferred to any other interest and sinking fund for general obligation bond indebtedness of the District, and in the event there is no such debt outstanding, shall be transferred to the District's general fund upon the order of the County, as provided in Section 15234 of the Education Code.

Section 4.04. Investments. All moneys held in any of the funds or accounts established with the County hereunder will be invested in Authorized Investments in accordance with the investment policies of the County, as such policies exist at the time of investment. Obligations purchased as an investment of moneys in any fund or account will be deemed to be part of such fund or account. All interest or gain derived from the investment of amounts in any of the funds or accounts established hereunder will be deposited in the fund or account from which such investment was made, and will be expended for the purposes thereof. The County Treasurer has no responsibility in the reporting, reconciling and monitoring of the investment of the proceeds of the Series C Bonds.

All interest or gain derived from the investment of amounts in any of the funds or accounts established hereunder shall be deposited in the fund or account from which such investment was made, and shall be expended for the purposes thereof. The District covenants that all investments of amounts deposited in any fund or account created by or under this Resolution, or otherwise containing proceeds of the Series C Bonds, shall be acquired and disposed of at the Fair Market Value thereof. For purposes of this Section, the term "Fair Market Value" shall mean, with respect to any investment, the price at which a willing buyer would purchase such investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Tax Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as described above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Tax Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Tax Code, or (iii) the investment is a United States Treasury Security - State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt.

ARTICLE V

OTHER COVENANTS OF THE DISTRICT

Section 5.01. Punctual Payment. The District will punctually pay, or cause to be paid, the principal of and interest and premium (if any) on the Series C Bonds, in strict conformity with the terms of the Series C Bonds and of this Resolution, and it will faithfully observe and perform all of the conditions, covenants and requirements of this Resolution and of the Series C Bonds. Nothing herein contained shall prevent the District from making advances of its own moneys howsoever derived to any of the uses or purposes permitted by law.

Section 5.02. Books and Accounts; Financial Statements. The District will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the District in which complete and correct entries are made of all transactions relating to the expenditure of the proceeds of the Series C Bonds. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Paying Agent and the Owners of not less than 10% in aggregate principal amount of the Series C Bonds then Outstanding, or their representatives authorized in writing.

Section 5.03. Protection of Security and Rights of Series C Bond Owners. The District will preserve and protect the security of the Series C Bonds and the rights of the Series C Bond Owners, and will warrant and defend their rights against all claims and demands of all persons. Following the issuance of the Series C Bonds by the District, the Series C Bonds shall be incontestable by the District.

Section 5.04. Tax Covenants. The Series C Bonds are authorized to be issued in the form of obligations the interest on which is excluded from gross income for federal tax purposes, or as federally taxable obligations, or any combination thereof. The following provisions of this Section shall apply solely to that portion of the Series C Bonds which is issued on a federally tax-exempt basis.

(a) Private Activity Bond Limitation. The District shall assure that the proceeds of the Series C Bonds are not so used as to cause the Series C Bonds to satisfy the private business tests of Section 141(b) of the Tax Code or the private loan financing test of Section 141(c) of the Tax Code.

(b) Federal Guarantee Prohibition. The District shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the Series C Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Tax Code.

(c) No Arbitrage. The District shall not take, or permit or suffer to be taken by the Paying Agent or the County or otherwise, any action with respect to the proceeds of the Series C Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused the Series C Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Tax Code.

(d) Maintenance of Tax-Exemption. The District shall take all actions necessary to assure the exclusion of interest on the Series C Bonds from the gross income of the Owners of the Series C Bonds to the same extent as such interest is permitted to be excluded from gross income under the Tax Code as in effect on the Closing Date.

(e) Rebate of Excess Investment Earnings to United States. The District shall calculate or cause to be calculated excess investment earnings with respect to the Series C Bonds which are required to be rebated to the United States of America under Section 148(f) of the Tax Code, and shall pay the full amount of such excess investment earnings to the United States of America in such amounts, at such times and in such manner as may be required under the Tax Code, if and to the extent such Section 148(f) is applicable to the Series C Bonds. Such payments shall be made by the District from any source of legally available funds of the District. The District shall keep or cause to be kept, and retain or cause to be retained for a period of six years following the retirement of the Series C Bonds, records of the determinations made under this subsection. In order to provide for the administration of this subsection, the District may provide for the employment of independent attorneys, accountants and consultants compensated on such reasonable basis as the District may deem appropriate.

Section 5.05. Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, which shall be executed by a District Representative and delivered on the Closing Date. Notwithstanding any other provision of this Resolution, failure of the District to comply with the Continuing Disclosure Certificate does not constitute a default by the District hereunder or under the Series C Bonds; however, any Participating Underwriter (as that term is defined in the Continuing Disclosure Certificate) or any holder or beneficial owner of the Series C Bonds may, take such actions as may be necessary and appropriate to compel performance, including seeking mandate or specific performance by court order.

Section 5.06. Further Assurances. The District will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Resolution, and for the better assuring and confirming unto the Owners of the Series C Bonds of the rights and benefits provided in this Resolution.

ARTICLE VI

THE PAYING AGENT

Section 6.01. Appointment of Paying Agent. The County Treasurer is hereby appointed to act as Paying Agent for the Series C Bonds and, in such capacity, shall also act as registration agent and authentication agent for the Series C Bonds. The Paying Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Resolution, and even during the continuance of an event of default with respect to the Series C Bonds, no implied covenants or obligations shall be read into this Resolution against the Paying Agent. The County Treasurer is authorized to contract with any third party to perform the services of Paying Agent under this Resolution.

The District may remove the Paying Agent initially appointed, and any successor thereto, and with the written consent of the County Treasurer (which shall not

unreasonably be withheld) may appoint a successor or successors thereto, but any such successor shall be a bank or trust company doing business and having an office in the State of California, having a combined capital (exclusive of borrowed capital) and surplus of at least \$50,000,000, and subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, under law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Paying Agent may at any time resign by giving written notice to the District and the Series C Bond Owners of such resignation. Upon receiving notice of such resignation, with the written consent of the County Treasurer (which shall not unreasonably be withheld) the District shall promptly appoint a successor Paying Agent by an instrument in writing. Any resignation or removal of the Paying Agent and appointment of a successor Paying Agent will become effective upon acceptance of appointment by the successor Paying Agent.

Section 6.02. Paying Agent May Hold Series C Bonds. The Paying Agent may become the owner of any of the Series C Bonds in its own or any other capacity with the same rights it would have if it were not Paying Agent.

Section 6.03. Liability of Agents. The recitals of facts, covenants and agreements herein and in the Series C Bonds contained shall be taken as statements, covenants and agreements of the District, and the Paying Agent assumes no responsibility for the correctness of the same, nor makes any representations as to the validity or sufficiency of this Resolution or of the Series C Bonds, nor shall incur any responsibility in respect thereof, other than as set forth in this Resolution. The Paying Agent is not liable in connection with the performance of its duties hereunder, except for its own negligence or willful default.

In the absence of bad faith, the Paying Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Paying Agent and conforming to the requirements of this Resolution.

The Paying Agent is not liable for any error of judgment made in good faith by a responsible officer of its corporate trust department in the absence of the negligence of the Paying Agent.

No provision of this Resolution shall require the Paying Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it has reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The Paying Agent may execute any of the powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Paying Agent is not responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

Section 6.04. Notice to Agents. The Paying Agent may rely and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The Paying Agent may consult with counsel, who may be counsel to the District, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Resolution the Paying Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of bad faith on the part of the Paying Agent, be deemed to be conclusively proved and established by a certificate of the District, and such certificate shall be full warrant to the Paying Agent for any action taken or suffered under the provisions of this Resolution upon the faith thereof, but in its discretion the Paying Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

Section 6.05. Compensation; Indemnification. The District shall pay to the Paying Agent from time to time reasonable compensation for all services rendered under this Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees, incurred in and about the performance of their powers and duties under this Resolution. The District further agrees to indemnify and save the Paying Agent harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith.

ARTICLE VII

REMEDIES OF SERIES C BOND OWNERS

SECTION 7.01. Remedies of Series C Bond Owners. Any Series C Bond Owner has the right, for the equal benefit and protection of all Series C Bond Owners similarly situated:

- (a) by mandamus, suit, action or proceeding, to compel the District and its members, officers, agents or employees to perform each and every term, provision and covenant contained in this Resolution and in the Series C Bonds, and to require the carrying out of any or all such covenants and agreements of the District and the fulfillment of all duties imposed upon it;
- (b) by suit, action or proceeding in equity, to enjoin any acts or things which are unlawful, or the violation of any of the Series C Bond Owners' rights; or
- (c) upon the happening and continuation of any default by the District hereunder or under the Series C Bonds, by suit, action or proceeding in any court of competent jurisdiction, to require the District and its

members and employees to account as if it and they were the trustees of an express trust.

Section 7.02. Remedies Not Exclusive. No remedy herein conferred upon the Owners of Series C Bonds is exclusive of any other remedy. Each and every remedy is cumulative and may be exercised in addition to every other remedy given hereunder or thereafter conferred on the Series C Bond Owners.

Section 7.03. Non-Waiver. Nothing in this Article or in any other provision of this Resolution or in the Series C Bonds, affects or impairs the obligation of the District, which is absolute and unconditional, to pay the principal of and interest and premium (if any) on the Series C Bonds to the respective Owners of the Series C Bonds at the respective dates of maturity, as herein provided, or affects or impairs the right of action against the District, which is also absolute and unconditional, of such Owners to institute suit against the District to enforce such payment by virtue of the contract embodied in the Series C Bonds.

A waiver of any default by any Series C Bond Owner shall not affect any subsequent default or impair any rights or remedies on the subsequent default. No delay or omission of any Owner of any of the Series C Bonds to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy conferred upon the Series C Bond Owners by this Article may be enforced and exercised from time to time and as often as shall be deemed expedient by the Owners of the Series C Bonds.

If a suit, action or proceeding to enforce any right or exercise any remedy be abandoned or determined adversely to the Series C Bond Owners, the District and the Series C Bond Owners shall be restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken.

ARTICLE VIII

AMENDMENT OF THIS RESOLUTION

Section 8.01. Amendments Effective Without Consent of the Owners. The Board may amend this Resolution from time to time, without the consent of the Owners of the Series C Bonds, for any one or more of the following purposes:

- (a) To add to the covenants and agreements of the District in this Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;
- (b) To confirm, as further assurance, any pledge under, and to subject to any lien or pledge created or to be created by, this Resolution, of any moneys, securities or funds, or to establish any additional funds or accounts to be held under this Resolution;

- (c) To cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Resolution, in a manner which does not materially adversely affect the interests of the Series C Bond Owners in the opinion of Bond Counsel filed with the District; or
- (d) To make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Series C Bonds.

Section 8.02. Amendments Effective With Consent of the Owners. The Board may amend this Resolution from time to time for any purpose not set forth in Section 8.01, with the written consent of the Owners of a majority in aggregate principal amount of the Series C Bonds Outstanding at the time such consent is given. No such modification or amendment shall permit a change in the terms of maturity of the principal of any Outstanding Series C Bonds or of any interest payable thereon or a reduction in the principal amount thereof or in the rate of interest thereon, or shall reduce the percentage of Series C Bonds the consent of the Owners of which is required to effect any such modification or amendment, or shall change any of the provisions in Section 7.01 or shall reduce the amount of moneys pledged for the repayment of the Series C Bonds without the consent of all the Owners of such Series C Bonds, or shall change or modify any of the rights or obligations of any Paying Agent without its written consent.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Benefits of Resolution Limited to Parties. Nothing in this Resolution, expressed or implied, gives to any person other than the District, the County, the Paying Agent and the Owners of the Series C Bonds, any right, remedy, claim under or by reason of this Resolution. The covenants, stipulations, promises or agreements in this Resolution are for the sole and exclusive benefit of the Owners of the Series C Bonds.

Section 9.02. Defeasance of Series C Bonds.

(a) Discharge of Resolution. Any or all of the Series C Bonds may be paid by the District in any of the following ways, provided that the District also pays or causes to be paid any other sums payable hereunder by the District:

- (i) by paying or causing to be paid the principal or redemption price of and interest on such Series C Bonds, as and when the same become due and payable;
- (ii) by irrevocably depositing, in trust, at or before maturity, money or securities in the necessary amount (as provided in Section 9.02(c) hereof) to pay or redeem such Series C Bonds; or
- (iii) by delivering such Series C Bonds to the Paying Agent for cancellation by it.

If the District pays all Outstanding Series C Bonds and also pays or causes to be paid all other sums payable hereunder by the District, then and in that case, at the election of the District (evidenced by a certificate of a District Representative filed with the Paying Agent, signifying the intention of the District to discharge all such indebtedness and this Resolution), and notwithstanding that any Series C Bonds have not been surrendered for payment, this Resolution and other assets made under this Resolution and all covenants, agreements and other obligations of the District under this Resolution shall cease, terminate, become void and be completely discharged and satisfied, except only as provided in Section 9.02(b). In such event, upon request of the District, the Paying Agent shall cause an accounting for such period or periods as may be requested by the District to be prepared and filed with the District and shall execute and deliver to the District all such instruments as may be necessary to evidence such discharge and satisfaction, and the Paying Agent shall pay over, transfer, assign or deliver to the District all moneys or securities or other property held by it under this Resolution which are not required for the payment or redemption of Series C Bonds not theretofore surrendered for such payment or redemption.

(b) Discharge of Liability on Series C Bonds. Upon the deposit, in trust, at or before maturity, of money or securities in the necessary amount (as provided in Section 9.02(c) hereof) to pay or redeem any Outstanding Series C Bond (whether upon or prior to its maturity or the redemption date of such Series C Bond), provided that, if such Series C Bond is to be redeemed prior to maturity, notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice, then all liability of the District in respect of such Series C Bond shall cease and be completely discharged, except only that thereafter the Owner thereof shall be entitled only to payment of the principal of and interest and premium (if any) on such Series C Bond by the District, and the District shall remain liable for such payment, but only out of such money or securities deposited with the Paying Agent as aforesaid for such payment, provided further, however, that the provisions of Section 9.02(d) shall apply in all events.

The District may at any time surrender to the Paying Agent for cancellation by it any Series C Bonds previously issued and delivered, which the District may have acquired in any manner whatsoever, and such Series C Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

(c) Deposit of Money or Securities with Paying Agent. Whenever in this Resolution it is provided or permitted that there be deposited with or held in trust by the Paying Agent money or securities in the necessary amount to pay or redeem any Series C Bonds, the money or securities so to be deposited or held may include money or securities held by the Paying Agent in the funds and accounts established under this Resolution and shall be:

- (i) lawful money of the United States of America in an amount equal to the principal amount of such Series C Bonds and all unpaid interest thereon to maturity, except that, in the case of Series C Bonds which are to be redeemed prior to maturity and in respect of which notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice, the amount to be deposited or held shall be the

principal amount or redemption price of such Series C Bonds and all unpaid interest thereon to the redemption date; or

- (ii) Federal Securities (not callable by the issuer thereof prior to maturity) the principal of and interest on which when due, in the opinion of a certified public accountant delivered to the District, will provide money sufficient to pay the principal or redemption price of and all unpaid interest to maturity, or to the redemption date, as the case may be, on the Series C Bonds to be paid or redeemed, as such principal or redemption price and interest become due, provided that, in the case of Series C Bonds which are to be redeemed prior to the maturity thereof, notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice.

(d) Payment of Series C Bonds After Discharge of Resolution. Notwithstanding any provisions of this Resolution, any moneys held by the Paying Agent in trust for the payment of the principal or redemption price of, or interest on, any Series C Bonds and remaining unclaimed for two years after the principal of all of the Series C Bonds has become due and payable (whether at maturity or upon call for redemption or by acceleration as provided in this Resolution), if such moneys were so held at such date, or two years after the date of deposit of such moneys if deposited after said date when all of the Series C Bonds became due and payable, shall, upon request of the District, be repaid to the District free from the trusts created by this Resolution, and all liability of the Paying Agent with respect to such moneys shall thereupon cease; *provided, however*, that before the repayment of such moneys to the District as aforesaid, the Paying Agent may (at the cost of the District) first mail to the Owners of all Series C Bonds which have not been paid at the addresses shown on the Registration Books a notice in such form as may be deemed appropriate by the Paying Agent, with respect to the Series C Bonds so payable and not presented and with respect to the provisions relating to the repayment to the District of the moneys held for the payment thereof.

Section 9.03. Execution of Documents and Proof of Ownership by Series C Bond Owners. Any request, declaration or other instrument which this Resolution may require or permit to be executed by Series C Bond Owners may be in one or more instruments of similar tenor, and shall be executed by Series C Bond Owners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Series C Bond Owner or his attorney of such request, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Series C Bonds and the amount, maturity, number and date of holding the same shall be proved by the Registration Books.

Any request, declaration or other instrument or writing of the Owner of any Series C Bond shall bind all future Owners of such Series C Bond in respect of anything done or suffered to be done by the District or the Paying Agent in good faith and in accordance therewith.

Section 9.04. Waiver of Personal Liability. No Board member, officer, agent or employee of the District shall be individually or personally liable for the payment of the principal of or interest on the Series C Bonds; but nothing herein contained shall relieve any such Board member, officer, agent or employee from the performance of any official duty provided by law.

Section 9.05. Limited Duties of County; Indemnification. The County (including its officers, agents and employees) shall undertake only those duties of the County under this Resolution which are specifically set forth in this Resolution, and even during the continuance of an event of default with respect to the Series C Bonds, no implied covenants or obligations shall be read into this Resolution against the County (including its officers, agents and employees).

The District further agrees to indemnify, defend and save the County (including its officers, agents and employees) harmless against any and all liabilities, costs, expenses, damages and claims which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith.

Section 9.06. Destruction of Canceled Series C Bonds. Whenever in this Resolution provision is made for the surrender to the District of any Series C Bonds which have been paid or canceled under the provisions of this Resolution, a certificate of destruction duly executed by the Paying Agent shall be deemed to be the equivalent of the surrender of such canceled Series C Bonds and the District shall be entitled to rely upon any statement of fact contained in any certificate with respect to the destruction of any such Series C Bonds therein referred to.

Section 9.07. Partial Invalidity. If any section, paragraph, sentence, clause or phrase of this Resolution shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Resolution. The District hereby declares that it would have adopted this Resolution and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Series C Bonds pursuant thereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses, or phrases of this Resolution may be held illegal, invalid or unenforceable. If, by reason of the judgment of any court, the District is rendered unable to perform its duties hereunder, all such duties and all of the rights and powers of the District hereunder shall be assumed by and vest in the chief financial officer of the District in trust for the benefit of the Series C Bond Owners.

Section 9.08. Effective Date of Resolution. This Resolution shall take effect from and after the date of its passage and adoption.

* * * * *

PASSED AND ADOPTED on May 13, 2021, by the following vote:

AYES:

NOES:

ABSENT:

President of the Board of Trustees
Lakeside Union School District,
San Diego County, California

ATTEST:

Clerk of the Board of Trustees
Lakeside Union School District,
San Diego County, California

APPENDIX A

FORM OF SERIES C BOND

REGISTERED BOND NO. _____

\$ _____

LAKESIDE UNION SCHOOL DISTRICT

(San Diego County, California)

2014 ELECTION, SERIES C

GENERAL OBLIGATION BONDS

(GO Reauthorization Bonds®)

INTEREST RATE:
_____ % per annum

MATURITY DATE:
August 1, _____

DATED DATE:

REGISTERED OWNER:

PRINCIPAL AMOUNT:

The Lakeside Union School District (the "District"), located in the County of San Diego (the "County"), for value received, hereby promises to pay to the Registered Owner named above, or registered assigns, the principal amount on the Maturity Date, each as stated above, and interest thereon, calculated on a 30/360 day basis, until the principal amount is paid or provided for, at the Interest Rate stated above, such interest to be paid on February 1 and August 1 of each year, commencing _____ 1, 20__ (the "Interest Payment Dates"). This Bond will bear interest from the Interest Payment Date next preceding the date of authentication hereof, unless (a) it is authenticated as of a business day following the 15th day of the month immediately preceding any Interest Payment Date and on or before such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (b) it is authenticated on or before _____ 1, 20__, in which event it shall bear interest from the Dated Date referred to above. Principal hereof is payable at the corporate trust office of the paying agent for the Bonds (the "Paying Agent"), initially being the Treasurer-Tax Collector of the County of San Diego, in San Diego, California. Interest hereon (including the final interest payment upon maturity) is payable by check or draft of the Paying Agent mailed by first-class mail to the Owner at the Owner's address as it appears on the registration books maintained by the Paying Agent as of the close of business on the 15th day of the month next preceding such Interest Payment Date (the "Record Date"), or at such other address as the Owner may have filed with the Paying Agent for that purpose.

Principal hereof is payable at the corporate trust office of the Paying Agent. Interest hereon (including the final interest payment upon maturity) is payable by check or draft of the Paying Agent mailed by first-class mail to the Owner at the Owner's address as it appears on the registration books maintained by the Paying Agent as of the close of business on the 15th day of the month next preceding such Interest Payment Date (the "Record Date"), or at such other address as the Owner may have filed with the Paying Agent for that purpose.

This Bond is one of a duly authorized issue of Bonds of the District designated as "Lakeside Union School District (San Diego County, California) 2014 Election, Series C General Obligation Bonds (GO Reauthorization Bonds®)" (the "Bonds"), in an aggregate principal amount of \$_____, all of like tenor and date (except for such variation, if any, as may be required to designate varying numbers, maturities, interest rates or redemption and other provisions) and all issued under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code as in effect on the date of adoption hereof and as amended hereafter (the "Bond Law"), and under a Resolution of the Board of Trustees of the District adopted on May 13, 2021 (the "Bond Resolution"), authorizing the issuance of the Bonds. The issuance of the Bonds has been authorized by the requisite 55% vote of the electors of the District cast at a special bond election held on November 4, 2014, upon the question of issuing bonds in the amount of \$31,000,000.

All capitalized terms herein and not otherwise defined have the meaning given them in the Bond Resolution. Reference is hereby made to the Bond Resolution (copies of which are on file at the office of the Paying Agent) and the Bond Law for a description of the terms on which the Bonds are issued and the rights thereunder of the owners of the Bonds and the rights, duties and immunities of the Paying Agent and the rights and obligations of the District thereunder, to all of the provisions of which Resolution the Owner of this Bond, by acceptance hereof, assents and agrees.

The principal of and interest and redemption premium, if any, on this Bond does not constitute a debt of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents and employees thereof, and neither the County, the State of California, any of its political subdivisions, nor any of the officers, agents and employees thereof shall be liable hereon. In no event shall the principal of and interest and redemption premium, if any, on this Bond be payable out of any funds or properties of the District other than *ad valorem* taxes levied upon all taxable property in the District.

The Bonds of this issue are issuable only as fully registered Bonds in the denominations of \$_____ or any integral multiple thereof. This Bond is exchangeable and transferable for Bonds of other authorized denominations at the principal corporate trust office of the Paying Agent, by the Registered Owner or by a person legally empowered to do so, upon presentation and surrender hereof to the Paying Agent, together with a request for exchange or an assignment signed by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. Any tax or governmental charges shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this Bond for the purpose of receiving payment of or on account of principal or interest and for

all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

The Bonds maturing on or before August 1, 20__, are not subject to redemption prior to their respective stated maturities. Bonds maturing on or after August 1, 20__, are subject to redemption prior to maturity, at the option of the District, in whole or in part among maturities on such basis as shall be designated by the District and by lot within a maturity, from any available source of funds, on August 1, 20__, and on any date thereafter, at a redemption price equal to 100% of the principal amount of Bonds to be redeemed together with accrued interest thereon to the date fixed for redemption, without premium..

[if applicable: The Bonds maturing on August 1 in each of the years ____ and ____ are Term Bonds which are subject to mandatory sinking fund redemption on August 1 in each of the years and in the respective principal amounts as set forth in the following table, at a redemption price equal to 100% of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption. If some but not all of the Term Bonds have been redeemed under the preceding paragraph, the aggregate principal amount of Term Bonds to be redeemed under this paragraph will be reduced on a pro rata basis in integral multiples of \$5,000, as designated under written notice filed by the District with the Paying Agent.

Sinking Fund
Redemption Date
(August 1)

Principal
Amount To Be
Redeemed

The Paying Agent shall give notice of the redemption of the Bonds at the expense of the District. Such notice shall specify: (a) that the Bonds or a designated portion thereof are to be redeemed, (b) the numbers of the Bonds to be redeemed, (c) the date of notice and the date of redemption, (d) the place or places where the redemption will be made, and (e) descriptive information regarding the Bonds including the dated date, interest rate and stated maturity date. Such notice shall further state that on the specified date there shall become due and payable upon each Bond to be redeemed, the portion of the principal amount of such Bond to be redeemed, together with interest accrued to said date, the redemption premium, if any, and that from and after such date interest with respect thereto shall cease to accrue and be payable.

Notice of redemption shall be by registered or otherwise secured mail or delivery service, postage prepaid, to the registered owner of the Bonds, to a municipal registered securities depository and to a national information service that disseminates securities redemption notices and, by first class mail, postage prepaid, to the District and the respective Owners of any Bonds designated for redemption at their addresses appearing on the Bond registration books, in every case at least 30 days, but not more than 60 days,

prior to the redemption date; provided that neither failure to receive such notice nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the redemption of such Bonds.

The District has the right to rescind any notice of the optional redemption of Bonds by written notice to the Paying Agent on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption. The District and the Paying Agent shall have no liability to the Bond owners or any other party related to or arising from such rescission of optional redemption.

Neither the District nor the Paying Agent will be required: (a) to issue or transfer any Bond during a period beginning with the opening of business on the 15th calendar day next preceding either any Interest Payment Date or any date of selection of any Bond to be redeemed and ending with the close of business on the Interest Payment Date or a day on which the applicable notice of redemption is given, or (b) to transfer any Bond which has been selected or called for redemption in whole or in part.

Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the Bonds of this series, the rights, duties and obligations of the District, the Paying Agent and the Registered Owners, and the terms and conditions upon which the Bonds are issued and secured. The owner of this Bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified, recited and declared that all acts and conditions required by the Constitution and laws of the State of California to exist, to be performed or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the Bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the Bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due, and for levying and collecting such taxes the full faith and credit of the District are hereby pledged.

This Bond shall be not be valid or obligatory for any purpose and is not entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been manually signed by the Paying Agent.

IN WITNESS WHEREOF, the Lakeside Union School District has caused this Bond to be executed by the facsimile signature of its President and attested by the facsimile signature of the Clerk [or Secretary] of its Board of Trustees, all as of the date stated above.

LAKESIDE UNION SCHOOL DISTRICT

By _____
President

Attest:

Clerk [or Secretary] of the Board

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the within-mentioned Resolution.

Authentication Date:

**SAN DIEGO COUNTY TREASURER-TAX
COLLECTOR**, as Paying Agent

Authorized Signatory

FORM OF ASSIGNMENT

For value received, the undersigned do(es) hereby sell, assign and transfer unto

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within Bond and do(es) hereby irrevocably constitute and appoint _____
_____, attorney, to transfer the same on the registration books of the Bond
Registrar, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Note: Signature(s) must be guaranteed by a an
eligible guarantor institution.

Note: The signature(s) on this Assignment must
correspond with the name(s) as written on the face
of the within Bond in every particular without
alteration or enlargement or any change whatsoever.

APPENDIX B

REQUIRED DISCLOSURES PURSUANT TO GOVERNMENT CODE SECTION 5852.1

1. True Interest Cost of the Series C Bonds (Estimated): 2.40%
2. Finance charge of the Series C Bonds, being the sum of all fees and charges paid to third parties, in the amount of approximately \$227,400. Such amount consists of costs of issuing the Series C Bonds in the amount of approximately \$175,000 together with estimated underwriter's compensation and bond insurance (assuming bond insurance is obtained) in the amount of approximately \$52,400.
3. Proceeds of the Series C Bonds expected to be received by the District, net of proceeds for Costs of Issuance in (2) above to paid, capitalized interest and reserves (if any) from the principal amount of the Series C Bonds (Estimated): \$13,100,000.
4. Total Payment Amount for the Series C Bonds, being the sum of all debt service to be paid on the Series C Bonds to final maturity (Estimated): \$19,069,790.

**All amounts and percentages are estimates, and are made in good faith by the District based on information available as of the date of adoption of this Resolution. Estimates include certain assumptions regarding tax-exempt rates available in the bond market at the time of pricing the Series C Bonds.*

**BOARD OF TRUSTEES
LAKESIDE UNION SCHOOL DISTRICT**

RESOLUTION NO. 2021-33

**RESOLUTION AUTHORIZING DEBT SERVICE ESTIMATE
TO BE PROVIDED TO THE COUNTY OF SAN DIEGO RESPECTING
UNSOLD GENERAL OBLIGATION BONDS OF THE LAKESIDE UNION SCHOOL
DISTRICT RELATING TO FISCAL YEAR 2021-22**

WHEREAS, a special bond election was duly and regularly held in the Lakeside Union School District (the "District") on November 4, 2014, under the procedures specified in Proposition 39 (Article XIII A Section 1 paragraph (b) of the California Constitution) for the purpose of submitting Measure L (the "Bond Measure") to the qualified electors of the District reauthorizing the issuance of general obligation bonds of the District in the aggregate principal amount of \$33 million (the "Measure L Bonds"), and more than 55% of the votes cast at said election were in favor of the issuance of the Bonds; and

WHEREAS, the Board of Trustees of the District expects that it will authorize the issuance of a series of Measure L Bonds pursuant to the Bond Measure which if issued will require debt service payments from fiscal year 2021-22 property tax collections (the "2021 Bonds"); and

WHEREAS, pursuant to Section 15252 of the California Education Code, the Board of Supervisors of the County of San Diego (the "County") is required to levy a tax for payment of bonds which have been authorized but not yet sold, provided that the Board of Trustees of the District informs the County of its intention to sell such bonds prior to the next tax levy; and

WHEREAS, the Board of Trustees wishes at this time to authorize District staff to make certain communications with the County respecting the foregoing;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Lakeside Union School District as follows:

Section 1. Recitals. The Board of Trustees hereby finds and determines that the foregoing recitals are true and correct.

Section 2. Intention to Issue Additional Bonds. The Board of Trustees hereby expresses its current expectation that it will cause the issuance of \$13,100,000 aggregate principal amount of Measure L Bonds (the "2021 Bonds") during Fiscal Year 2021-22. The 2021 Bonds are currently expected to be issued in August of 2021, and will be expended on facilities which are authorized under the Bond Measure.

Section 3. Information to County. The Superintendent is hereby authorized to (a) file a certified copy of this Resolution with the Clerk of the Board of Supervisors, and (b) provide, or cause to be provided, an estimate of debt service provided by the District's financial advisor for the 2021 Bonds, and any other necessary communication regarding the tax rate to be levied in connection with the 2021 Bonds, to the Auditor-Controller of the County at the earliest possible date following the adoption of this Resolution.

Section 4. Request to County to Levy Tax. The Board of Supervisors of the County is hereby requested, in accordance with Section 15252-15254, to adopt a tax rate for the 2021 Bonds expected to be sold during Fiscal Year 2021-22, based upon the estimated debt service schedule prepared by officers of the District and provided to the County in accordance with Section 3, and to levy a tax in Fiscal Year 2021-22 on all taxable property in the District sufficient to pay said estimated debt service. The proceeds of such tax shall be deposited into the debt service fund of the District established pursuant to the Education Code for bonds of the District.

Section. 5. Application of Tax Proceeds. In the event that the 2021 Bonds of the District are not sold during Fiscal Year 2021-22, or sold in such amount and on such terms that the proceeds of the tax requested in Section 4, or any portion thereof, are not required for payment of debt service due on the 2021 Bonds, or payment of other outstanding bonds of the District payable from debt service funds of the District, this Board hereby requests that the Auditor and Controller, or other appropriate official of the County, cause the proceeds of the tax to be held in the debt service fund and applied to debt service on outstanding general obligation bonds of the District coming due in fiscal year 2022-23.

Section 6. Effective Date. This resolution shall take effect immediately upon its adoption.

* * * * *

PASSED AND ADOPTED on May 13, 2021, by the following vote:

AYES:

NOES:

ABSENT:

President of the Board of Trustees
Lakeside Union School District,
San Diego County, California

ATTEST:

Clerk of the Board of Trustees
Lakeside Union School District,
San Diego County, California

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 5/13/21

Agenda Item:

Administrative Regulation 0430: Comprehensive Local Plan for Special Education

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

First Reading: Regulation updated to reflect NEW LAW (SB 98, 2020) which extends, from July 1, 2021 to July 1, 2023, the date by which the Special Education Local Plan Area (SELPA) must include in its local plan an annual assurances support plan demonstrating how the SELPA and its participating agencies are coordinating to assure effective outcomes for students with disabilities.

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Recommended Action:

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

Originating Department/School: Superintendent's Office

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Lisa DeRosier, Executive Assistant



Dr. Andy Johnsen, Superintendent

Reviewed by Cabinet Member: 

COMPREHENSIVE LOCAL PLAN FOR SPECIAL EDUCATION

Definitions

Free appropriate public education (FAPE) means special education and related services that are provided at public expense, under public supervision and direction, and without charge; meet the standards of the California Department of Education, including the requirements of 34 CFR 300.1-300.818; include appropriate preschool, elementary school, or secondary school education for individuals between the ages of 3 and 21; and are provided in conformity with an individualized education program (IEP) that meets the requirements of 34 CFR 300.320-300.324. (Education Code 56040; 34 CFR 300.17, 300.101, 300.104)

Least restrictive environment means that, to the maximum extent appropriate, students with disabilities, including individuals in public or private institutions or other care facilities, be educated with individuals who are nondisabled, including the provision of nonacademic and extracurricular services and activities. Special classes, separate schooling, or other removal of students with disabilities from the regular educational environment occurs only if the nature or severity of the disability is such that education in the regular classes with the use of supplementary aids and services cannot be achieved satisfactorily. (Education Code 56040.1; 34 CFR 300.107, 300.114, 300.117)

Elements of the Local Plan

The local plan developed by the Special Education Local Plan Area (SELPA) shall include, but not be limited to: (Education Code 56122, 56205, 56206)

1. Policies, procedures, and programs that are consistent with state laws, regulations, and policies and 20 USC 1412(a), 20 USC 1413(a)(1), and 34 CFR 300.201 governing the following:
 - a. Free appropriate public education
 - b. Full educational opportunity
 - c. Child find and referral
 - d. Individualized education programs, including development, implementation, review, and revision
 - e. Least restrictive environment
 - f. Procedural safeguards
 - g. Annual and triennial assessments
 - h. Confidentiality

COMPREHENSIVE LOCAL PLAN FOR SPECIAL EDUCATION (continued)

- i. Transition from the Infants and Toddlers with Disabilities programs pursuant to 20 USC 1431 to the preschool program
- j. Children in private schools
- k. Compliance assurances, including general compliance with the federal Individuals with Disabilities Education Act (20 USC 1400-1482), Section 504 of the federal Rehabilitation Act of 1973 (29 USC 794), the federal Americans with Disabilities Act of 1990 (42 USC 12101-12213), related federal regulations, and Education Code 56000-56865
- l. A description of the governance and administration of the local plan in accordance with Education Code 56205(a)(12)
- m. Personnel qualification to ensure that personnel, including special education teachers and personnel and paraprofessionals are appropriately and adequately prepared and trained in accordance with Education Code 56058 and 56070 and 20 USC 1412(a)(14) and 1413(a)(3)
- n. Performance goals and indicators
- o. Participation in state and districtwide assessments, including assessments described in 20 USC 6301 et seq. and alternate assessments in accordance with 20 USC 1412(a)(16), and reports relating to assessments
- p. Supplementation of state, local, and other federal funds, including nonsupplantation of funds
- q. Maintenance of financial effort
- r. Opportunities for public participation before adoption of policies and procedures
- s. Suspension and expulsion rates
- t. Access to instructional materials by blind individuals with exceptional needs and others with print disabilities in accordance with 20 USC 1412(a)(23)
- u. Overidentification and disproportionate representation by race and ethnicity of children as individuals with exceptional needs, including children with disabilities with a particular impairment described in 20 USC 1401 and 1412(a)(24)

COMPREHENSIVE LOCAL PLAN FOR SPECIAL EDUCATION (continued)

- v. Prohibition of mandatory medication use pursuant to Education Code 56040.5 and 20 USC 1412(a)(25)
2. An annual budget plan SELPA, including descriptions of the SELPA's allocation plan in accordance with Education Code 56836-56845, all revenues by revenue source received by the SELPA specifically for the purpose of special education, a breakdown of the distribution of funds to each local educational agency (LEA) within the SELPA, projected total special education expenditures by each LEA, projected total expenditures by the SELPA and the LEAs within the SELPA, projected funding to be received specifically for regionalized operations, and a breakdown of projected SELPA operating expenditures
 3. An annual service plan, describing the services to be provided by each LEA, regardless of whether the LEA participates in the local plan, including the nature of the services and the physical location at which the services will be provided. This description shall demonstrate that all individuals with exceptional needs shall have access to services and instruction appropriate to meet their needs as specified in their individualized education programs.
 4. Beginning July 1, 2023, an annual assurances support plan to demonstrate how the SELPA and its participating agencies are coordinating for purposes of assuring effective outcomes for students with disabilities, including a description of:
 - a. How the governing board of the SELPA will support participating agencies in achieving the goals, actions, and services identified in their local control and accountability plans
 - b. How the governing board of the SELPA will connect participating agencies in need of technical assistance to the statewide system of support
 - c. The services, technical assistance, and support the governing board of the SELPA will provide to meet the required policies, procedures, and programs specified in Education Code 56205
 5. A description of programs for early childhood special education from birth through five years of age
 6. A description of the method by which members of the public, including parents/guardians of individuals with disabilities who are receiving services under the plan, may address questions or concerns pursuant to Education Code 56205

COMPREHENSIVE LOCAL PLAN FOR SPECIAL EDUCATION (continued)

7. A description of a dispute resolution process, including mediation and arbitration to resolve disputes over the distribution of funding, the responsibility for service provision, and the other governance activities specified within the local plan
8. Verification that the plan has been reviewed by the community advisory committee in accordance with Education Code 56205 and that the committee had at least 30 days to conduct this review before submission of the local plan to CDE
9. A description of the process being utilized to refer students for special education instruction pursuant to Education Code 56303
10. A description of the process being utilized to oversee and evaluate placements in nonpublic, nonsectarian schools, the method of ensuring that all requirements of each student's IEP are being met, and a method for evaluating whether the student is making appropriate educational progress
11. A description of how specialized equipment and services will be distributed within the local plan area in a manner that minimizes the necessity to serve students in isolated sites and maximizes the opportunities to serve students in the least restrictive environment

The local plan, annual budget plan, annual service plan, and annual assurances support plan shall be written in language that is understandable to the general public. They shall be adopted at a public hearing of the SELPA, for which notice of the hearing shall be posted in each school in the SELPA at least 15 days before the hearing. (Education Code 56205)

Availability of the Plan

The Superintendent or designee shall post on the district's web site the approved local plan, annual budget plan, annual service plan, and annual assurances support plan and any updates or revisions to the plans. A complete copy of the local plan, annual budget plan, annual service plan, annual assurances support plan, and policies and procedures shall be held on file in the district office and shall be accessible to any interested party. (Education Code 56205.5)

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 5/13/21

Agenda Item:

Board Policy 7210: Facilities Financing

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

First Reading: Policy updated to add state facilities funding from the Leroy F. Greene School Facilities Act as a method of funding facilities and to reflect NEW LAW (SB 820, 2020) which requires filing the audit of completed facilities projects with the California State Controller. Policy also adds the requirement to comply with law and board policy regarding debt issuance and management.

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Recommended Action:

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

Originating Department/School: Superintendent's Office

Submitted/Recommended By:



Lisa DeRosier, Executive Assistant

Approved for Submission to the Governing Board:



Dr. Andy Johnsen, Superintendent

Reviewed by Cabinet Member:



FACILITIES FINANCING

The Governing Board recognizes its responsibility to identify the most cost-efficient and effective method of financing when purchasing or modifying district facilities. Financing may be necessary when it is determined that school facilities must be built or expanded to accommodate an increased or projected increased enrollment or when safety considerations and educational program improvements require the replacement, reconstruction, or modernization of existing facilities.

The Superintendent or designee shall research funding alternatives and recommend to the Board the method of funding that will best serve district needs as identified in the district's master plan for school facilities.

(cf. 7110 - Facilities Master Plan)

Funding alternatives may include, but are not be limited to:

1. Levying developer fees pursuant to Education Code 17620 and Government Code 65995-65998

(cf. 7211- Developer Fees)

2. Forming a community facilities district pursuant to Government Code 53311-53368.3, the Mello-Roos Community Facilities Act

(cf. 7212 - Mello-Roos Districts)

3. Forming a school facilities improvement district pursuant to Education Code 15300-15425

(cf. 7213 - School Facilities Improvement Districts)

4. Issuing voter-approved general obligation bonds

(cf. 7214 – General Obligation Bonds)

5. Imposing a parcel tax pursuant to Government Code 50079

(cf. 3471 – Parcel Taxes)

6. Using lease revenues for capital outlay purposes from surplus school property

(cf. 3280 – Sale or Lease of District-Owned Real Property)

Legal Reference: (see next page)

FACILITIES FINANCING (continued)

7. Applying for state facilities funding pursuant to the Leroy F. Greene School Facilities Act (Education Code 17070.10-17079.30)

The district shall provide reports, maintain records, and provide for audits of the expenditure of state facilities funds as required by law and AR 3460 - Financial Reports and Accountability. (Education Code 41024)

(cf. 3460 - Financial Reports and Accountability)

As applicable, the district shall comply with BP 3470 - Debt Issuance and Management.

(cf. 3470 - Debt Issuance and Management)

Legal Reference:

EDUCATION CODE

15100-17199.6 School bonds, especially:

15122.5 Ballot statement

15300-15327 School facilities improvement districts

17000-17059.2 State School Building Lease-Purchase Law of 1976

17060-17066 Joint venture school facilities construction projects

17070.10-17079.30 Leroy F. Greene School Facilities Act of 1998

17085-17096 State Relocatable Classroom Law of 1979

17582 District deferred maintenance fund

17620-17626 Levies against development projects by school districts especially:

17621 Procedures for levying fees

41024 Accounting system and audits

GOVERNMENT CODE

6061 Manner of notice as prescribed in designated section

6066 Two weeks' notice

8855 Debt issuance and management

50075-50077.5 Voter-approved special taxes

50079 School districts; qualified special taxes

53175-53187 Integrated Financing District Act

53311-53368.3 Mello-Roos Community Facilities Act of 1982

53753 Assessment notice and hearing requirements

53753.5 Exemptions

54954.1 Mailing of agenda

54954.6 New or increased tax or assessment; public meetings and hearings; notice

65864-65869.5 Development agreements

65970-65981 School facilities development project

65995-65998 Payment of fees against a development project

66000-66008 Fees for development projects

66016-66019 Development project fees

66020-66025 Protests and audits

HEALTH AND SAFETY CODE

33445.5 Overcrowding of schools resulting from redevelopment

33446 School construction by redevelopment agency

Legal Reference continued: (see next page)

FACILITIES FINANCING (continued)

Legal Reference: (continued)

CALIFORNIA CONSTITUTION

Article 13D, Sections 1-6 Assessment and property related fee reform

CODE OF REGULATIONS, TITLE 2

1859-1859.199 School facility program

COURT DECISIONS

Loyola Marymount University v. Los Angeles Unified School District (1996) 45 Cal.App.4th 1256

Dolan v. City of Tigard (1994) 114 S.Ct. 2309

Canyon North Co. v. Conejo Valley Unified School District (1993) 19 Cal.App.4th 243, 23 Cal.Rptr.2d 495

Garlic Development Co. v. Hayward Unified School District (1992) 3 Cal.App.4th 320

Nollan v. California Coastal Commission (1987) 107 S.Ct. 3141

ATTORNEY GENERAL OPINIONS

79 Ops.Cal.Atty.Gen. 149 (1996)

Management Resources:

WEB SITES

California Department of Education: www.cde.ca.gov

California State Controller: www.sco.ca.gov

Department of General Services, Office of Public School Construction: <http://www.opsc.dgs.ca.gov>

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 2021

Agenda Item:

Administrative Regulation and Exhibits 1312.4: Williams Uniform Complaint Procedures

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

First Reading: Regulation updated to reflect **NEW LAW (AB 1808)** which authorizes the use of Williams UCP to resolve allegations of health and safety violations in license-exempt California State Preschool Programs. Regulation also adds optional paragraph authorizing the use of Williams UCP for complaints alleging that a school that serves grades 6-12 and meets a 40 percent student poverty threshold fails to comply with the requirements to stock at least 50 percent of the school's restrooms with feminine hygiene products and to not charge students for such products. Exhibit 1 revised to add the applicable complaint procedure for the types of complaints listed in the notice. Exhibit 2 expands the applicability of the complaint form to include complaints alleging the failure to provide feminine hygiene products. New Exhibits 3 and 4 provide a sample notice and complaint form for complaints regarding health and safety in license-exempt preschool programs pursuant to AB 1808.

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Recommended Action:

☐ Informational

☒ Discussion

☐ Approval

☐ Adoption

☐ Denial

☐ Ratification

☐ Explanation: Click here to enter text.

Originating Department/School: Superintendent's Office

Submitted/Recommended By:


Lisa DeRosier, Executive Assistant

Approved for Submission to the Governing Board:


Dr. Andy Johnsen, Superintendent

Reviewed by Cabinet Member:



WILLIAMS UNIFORM COMPLAINT PROCEDURES

Types of Complaints

The district shall use the procedures described in this administrative regulation only to investigate and resolve the following:

1. Complaints regarding the insufficiency of textbooks and instructional materials including any complaint alleging that: (Education Code 35186; 5 CCR 4681)
 - a. A student, including an English learner, does not have standards-aligned textbooks or instructional materials or state- or district-adopted textbooks or other required instructional materials to use in class.
 - b. A student does not have access to textbooks or instructional materials to use at home or after school. This does not require two sets of textbooks or instructional materials for each student.
 - c. Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.
 - d. A student was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

2. Complaints regarding teacher vacancy or misassignment, including any complaint alleging that: (Education Code 35186; 5 CCR 4682)
 - a. A semester begins and a teacher vacancy exists.
 - b. A teacher who lacks credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learner pupils in the class.

(cf. 4112.22 - Staff Teaching Students of Limited English Proficiency)

- c. A teacher is assigned to teach a class for which the teacher lacks subject matter competency.

Teacher vacancy means a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of the semester for an entire semester. (Education Code 35186; 5 CCR 4600)

WILLIAMS UNIFORM COMPLAINT PROCEDURES (continued)

Beginning of the year or semester means the first day classes necessary to serve all the pupils enrolled are established with a single designated certificated employee assigned for the duration of the class, but not later than 20 working days after the first day pupils attend classes for that semester. (5 CCR 4600)

Misassignment means the placement of a certificated employee in a teaching or services position for which the employee does not hold a legally recognized certificate or credential or the placement of a certificated employee in a teaching or services position that the employee is not otherwise authorized by statute to hold. (Education Code 35186; 5 CCR 4600)

(cf. 4112.2 - Certification)

(cf. 4113 - Assignment)

3. Complaints regarding the condition of school facilities, including any complaint alleging that: (Education Code 35186; 5 CCR4683)

- a. A condition poses an emergency or urgent threat to the health or safety of pupils or staff.

Emergency or urgent threat means structures or systems that are in a condition that poses a threat to the health and safety of pupils or staff while at school, including, but not limited to, gas leaks; nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems; electrical power failure; major sewer line stoppage; major pest or vermin infestation; broken windows or exterior doors or gates that will not lock and that pose a security risk; abatement of hazardous materials previously undiscovered that pose an immediate threat to students or staff; structural damage creating a hazardous or uninhabitable condition; or any other condition deemed appropriate. (Education Code 17592.72)

- b. A school restroom has not been cleaned, maintained, or kept open in accordance with Education Code 35292.5.

Clean or maintained school restroom means a school restroom has been cleaned or maintained regularly, is fully operational, or has been stocked at all times with toilet paper, soap, or paper towels or functional hand dryers. (Education Code 35292.5)

WILLIAMS UNIFORM COMPLAINT PROCEDURES (continued)

Open restroom means the school has kept all restrooms open during school hours when pupils are not in classes and has kept a sufficient number of restrooms open during school hours when pupils are in classes. This does not apply when the temporary closing of the restroom is necessary for student safety or to make repairs. (Education Code 35292.5)

In any district school serving any of grades 6-12 in which 40 percent or more of the students in the school or school attendance area are from low-income families, as defined in 20 USC 6314, a complaint may be filed alleging noncompliance with the requirement of Education Code 35292.6 to stock, at all times, at least half of the restrooms in the school with feminine hygiene products and to not charge students for the use of such products.

(cf. 3514 – *Environmental Safety*)

(cf. 3517 – *Facilities Inspection*)

4. ~~Complaints regarding the noncompliance of a license exempt California State Preschool Program (CSPP) with health and safety standards specified in Health and Safety Code 1596.7925 and related state regulations, including any complaint alleging that: (Education Code 8235.5; Health and Safety Code 1596.7925)~~
 - a. ~~The preschool does not have outdoor shade that is safe and in good repair.~~
 - b. ~~Drinking water is not accessible and/or readily available throughout the day.~~
 - e. ~~The preschool does not provide safe and sanitary restroom facilities with one toilet and handwashing fixture for every 15 children.~~
 - d. ~~Restroom facilities are not available only for preschoolers and kindergartners.~~
 - e. ~~The preschool program does not provide visual supervision of children at all times.~~
 - f. ~~Indoor or outdoor space is not properly contained or fenced or does not provide sufficient space for the number of children using the space at any given time.~~
 - g. ~~Playground equipment is not safe, in good repair, or age appropriate.~~

WILLIAMS UNIFORM COMPLAINT PROCEDURES (continued)

Forms and Notices

The Superintendent or designee shall ensure a Williams complaint form is available at each school. However, complainants need not use the district's complaint form in order to file a complaint. (Education Code 35186; 5 CCR 4680)

The Superintendent or designee shall ensure that the district's complaint form specifies the location for filing a complaint and contains a space to indicate whether the complainant desires a response to the complaint. A complainant may add as much text to explain the complaint as desired. (Education Code 8235.5; 35186; 5 CCR 4680)

~~The Superintendent or designee shall post in each K-12 classroom in each school a notice containing the components specified in Education Code 35186. In each license exempt CSPP classroom, a notice containing the components specified in Education Code 8235.5 shall be posted. (Education Code 8235.5; 35186)~~

Filing of Complaint

A complaint alleging any condition(s) specified in the section "Types of Complaints" above shall be filed with the principal or designee ~~or the preschool administrator or designee as appropriate,~~ at the school in which the complaint arises. A complaint about problems beyond the authority of the principal ~~or preschool administrator~~ shall be forwarded to the Superintendent or designee in a timely manner, but not to exceed 10 working days. Complaints may be filed anonymously. (Education Code 8235.5; 35186; 5 CCR 4680)

Investigation and Response

The principal/~~preschool administrator~~ or a designee of the Superintendent shall make all reasonable efforts to investigate any problem within ~~their~~ **the principal's or designee's** authority. (Education Code 8235.5; 35186; 5 CCR 4685)

~~Investigation of a complaint regarding preschool health or safety issues shall begin within 10 calendar days of receipt of the complaint. (Education Code 8235.5)~~

The principal/~~preschool administrator~~ or Superintendent's designee shall remedy a valid complaint within a reasonable time period not to exceed 30 working days from the date the complaint was received. (Education Code 8235.5; 35186; 5 CCR 4685)

If the complainant has indicated on the complaint form a desire to receive a response to the complaint, the principal/~~preschool administrator~~ or Superintendent's designee shall report the resolution of the complaint to the complainant within 45 working days of the initial filing of the complaint. If the principal/~~preschool administrator~~ makes this report, the information

WILLIAMS UNIFORM COMPLAINT PROCEDURES (continued)

shall be reported at the same time to the Superintendent or designee. (Education Code ~~8235.5~~, 35186; 5 CCR 4680, 4685)

When Education Code 48985 is applicable and the complainant has requested a response, the response shall be written in English and in the primary language in which the complaint was filed. (Education Code ~~8235.5~~, 35186)

If a complainant is not satisfied with the resolution of a complaint, the complainant has the right to describe the complaint to the Governing Board at a regularly scheduled meeting. (Education Code ~~8235.5~~, 35186; 5 CCR 4686)

For any complaint concerning a facilities condition that poses an emergency or urgent threat to the health or safety of pupils or staff as described in item #3a or #4 in the section "Types of Complaints" above, a complainant who is not satisfied with the resolution proffered by the principal/~~preschool administrator~~ or Superintendent or designee may file an appeal to the Superintendent of Public Instruction within 15 days of receiving the district's response. The complainant shall comply with the appeal requirements specified in 5 CCR 4632. (Education Code ~~8235.5~~, 35186; 5 CCR 4687)

All complaints and written responses shall be public records. (Education Code ~~8235.5~~, 35186; 5 CCR 4686)

(cf. 1340 - Access to District Records)

Reports

On a quarterly basis, The Superintendent or designee shall report to the Board at a regularly scheduled public Board meeting and to the County Superintendent of Schools summarized data on the nature and resolution of all complaints. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. (Education Code ~~8235.5~~, 35186; 5 CCR 4686)

Legal Reference: (see next page)

WILLIAMS UNIFORM COMPLAINT PROCEDURES (continued)

Legal Reference:

EDUCATION CODE

234.1 Prohibition of discrimination, harassment, intimidation, and bullying
1240 County superintendent of schools, duties
~~8235-8239.1 California State Preschool Programs, especially:~~
8235.5 California State Preschool Program, complaints, regarding, health and safety issues
17592.72 Urgent or emergency repairs, School Facility Emergency Repair Account
33126 School accountability report card
35186 Williams uniform complaint procedure
35292.5-35292.6 Restrooms, maintenance and cleanliness
48985 Notice to parents in language other than English
60119 Hearing on sufficiency of instructional materials

HEALTH AND SAFETY CODE

1596.792 California Child Day Care Act; general provisions and definitions
1596.7925 California Child Day Care Act; health and safety regulations

CODE OF REGULATIONS, TITLE 5

4600-4670 Uniform complaint procedures, especially:
4680-4687 Williams complaints

UNITED STATES CODE, TITLE 20

6314 Title I schoolwide program

Management Resources:

WEB SITES

CSBA: <http://www.csba.org>
California County Superintendents Educational Services Association: <http://www.ccsesa.org>
California Department of Education, Williams case: <http://www.cde.ca.gov/eo/ce/wc>
State Allocation Board, Office of Public School Construction: <http://www.opsc.dgs.ca.gov>

WILLIAMS UNIFORM COMPLAINT PROCEDURES

**NOTICE TO PARENTS/GUARDIANS, PUPILS, AND TEACHERS:
COMPLAINT RIGHTS**

Parents/Guardians, Pupils, and Teachers:

Pursuant to Education Code 35186, you are hereby notified that:

1. There should be sufficient textbooks and instructional materials. For there to be sufficient textbooks and instructional materials, each pupil, including English learners, must have a textbook or instructional material, or both, to use in class and to take home.
2. School facilities must be clean, safe, and maintained in good repair.
3. There should be no teacher vacancies or misassignments. There should be a teacher assigned to each class and not a series of substitutes or other temporary teachers. The teacher should have the proper credential to teach the class, including the certification required to teach English learners, if present.

Teacher vacancy means a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester.

Misassignment means the placement of a certificated employee in a teaching or services position for which the employee does not hold a legally recognized certificate or credential or the placement of a certificated employee in a teaching or services position that the employee is not otherwise authorized by statute to hold.

4. If you choose to file a complaint alleging that any of the above conditions is not being met your complaint will be addressed through the district's Williams uniform complaint procedures as required by law. A complaint form may be obtained at the school office or district office, or downloaded from the school or district web site. You may also download a copy of the California Department of Education complaint form from the following web site: <http://www.cde.ca.gov/re/cp/uc>. However, a complaint need not be filed using either the district's complaint form or the complaint form from the California Department of Education.

WILLIAMS UNIFORM COMPLAINT PROCEDURES**COMPLAINT FORM: WILLIAMS UNIFORM COMPLAINT PROCEDURES**

Education Code 35186 creates a procedure for the filing of complaints concerning deficiencies related to instructional materials, conditions of facilities that are not maintained in a clean or safe manner or in good repair, teacher vacancy or misassignment. The complaint and response are public documents as provided by law. Complaints may be filed anonymously. However, if you wish to receive a response to your complaint, you must provide the contact information below.

Response requested? ☐ Yes ☐ No

Contact information:

Name: _____

Address: _____

Phone number: Day: _____ Evening: _____

E-mail address, if any: _____

Date problem was observed: _____

Location of the problem that is the subject of this complaint:

School name/address: _____

Course title/grade level and teacher name: _____

Room number/name of room/location of facility: _____

Only the following issues may be the subject of this complaint process. If you wish to complain about an issue not specified below, please use the appropriate district complaint procedure.

Specific issue(s) of the complaint: (Please check all that apply. A complaint may contain more than one allegation.)

1. Textbooks and instructional materials: (Education Code 35186; 5 CCR 4681)

- ☐ A student, including an English learner, does not have standards-aligned textbooks or instructional materials or state- or district-adopted textbooks or other required instructional materials to use in class.
- ☐ A student does not have access to textbooks or instructional materials to use at home or after school. This does not require two sets of textbooks or instructional materials for each pupil.
- ☐ Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.
- ☐ A student was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.

WILLIAMS UNIFORM COMPLAINT PROCEDURES (continued)

2. Teacher vacancy or misassignment: (Education Code 35186; 5 CCR 4682)

- ☐ A semester begins and a teacher vacancy exists. A *teacher vacancy* is a position to which a single designated certificated employee has not been assigned at the beginning of the school year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester.
- ☐ A teacher who lacks credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learners in the class.
- ☐ A teacher is assigned to teach a class for which the teacher lacks subject matter competency.

3. Facility conditions: (Education Code 17592.72, 35186, 35292.5, 35292.6, 5 CCR 4683)

- ☐ A condition exists that poses an emergency or urgent threat to the health or safety of pupils or staff including gas leaks; nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems; electrical power failure; major sewer line stoppage; major pest or vermin infestation; broken windows or exterior doors or gates that will not lock and that pose a security risk; abatement of hazardous materials previously undiscovered that pose an immediate threat to students or staff; structural damage creating a hazardous or uninhabitable condition; and any other condition deemed appropriate by the district.
- ☐ A school restroom has not been cleaned or maintained regularly, is not fully operational, or has not been stocked at all times with toilet paper, soap, or paper towels or functional hand dryers.
- ☐ For a school that serves students in any of grades 6-12 with 40 percent or more of its students from low-income families, as defined, the school has not stocked at least half of its restrooms with feminine products at all and made those products available to students at no cost.
- ☐ The school has not kept all restrooms open during school hours when pupils are not in classes and has not kept a sufficient number of restrooms open during school hours when pupils are in classes. This does not apply when temporary closing of the restroom is necessary for pupil safety or to make repairs.

WILLIAMS UNIFORM COMPLAINT PROCEDURES (continued)

Please describe the issue of your complaint in detail. You may attach additional pages and include as much text as necessary to fully describe the situation. For complaints regarding facilities conditions, please describe the emergency or urgent facilities condition and how that condition poses a threat to the health or safety of students or staff.

Please file this complaint at the following location:

(principal or title of designee)

(address)

Please provide a signature below. If you wish to remain anonymous, a signature is not required. However, all complaints, even anonymous ones, should be dated.

(signature)

(date)

WILLIAMS UNIFORM COMPLAINT PROCEDURES

**NOTICE TO PARENTS/GUARDIANS, STUDENTS, AND TEACHERS:
PRESCHOOL COMPLAINT RIGHTS**

Parents/Guardians, Students, and Teachers:

Pursuant to Education Code 8235.5, you are hereby notified that any California State Preschool Program that is exempt from licensure must have:

1. Outdoor shade that is safe and in good repair
2. Drinking water that is accessible and readily available throughout the day
3. Safe and sanitary restroom facilities with one toilet and handwashing fixture for every 15 children
4. Restroom facilities that are available only for preschoolers and kindergartners
5. Visual supervision of children at all times
6. Indoor and outdoor space that is properly contained or fenced and provides sufficient space for the number of children using the space at any given time
7. Playground equipment that is safe, in good repair, and age appropriate

If you choose to file a complaint alleging that any of the above conditions is not being met, your complaint will be addressed through the district's Williams uniform complaint procedures as required by law. A complaint form may be obtained at the school office or district office, or downloaded from the school or district web site. You may also download a copy of the California Department of Education complaint form from the following web site: <http://www.cde.ca.gov/re/cp/uc>. However, a complaint need not be filed using either the district's complaint form or the complaint form from the California Department of Education.

WILLIAMS UNIFORM COMPLAINT PROCEDURES**PRESCHOOL COMPLAINT FORM:
WILLIAMS UNIFORM COMPLAINT PROCEDURES**

Education Code 8235.5 requires that the complaint procedures in 5 CCR 4680-4687 be used for the filing of complaints concerning noncompliance with health and safety standards for license exempt California State Preschool Programs. The complaint and response are public documents as provided by law. Complaints may be filed anonymously. However, if you wish to receive a response to your complaint, you must provide the contact information below.

Response requested? ☐ Yes ☐ No

Contact information: (if response is requested)

Name: _____

Address: _____

Phone number: Day: _____ Evening: _____

E-mail address, if any: _____

Date problem was observed: _____

Location of the problem that is the subject of this complaint:

School name/address: _____

Room number/name of room/location of facility: _____

Only the following issues may be the subject of this complaint process. If you wish to complain about an issue not specified below, please contact the school or district for the appropriate district complaint procedure.

Specific issue(s) of the complaint: (Please check all that apply. A complaint may contain more than one allegation.)

☐ The preschool does not have outdoor shade that is safe and in good repair.

☐ Drinking water is not accessible and/or readily available throughout the day.

☐ The preschool does not provide safe and sanitary restroom facilities with one toilet and handwashing fixture for every 15 children.

☐ Restroom facilities are not available only for preschoolers and kindergartners.

☐ The preschool program does not provide visual supervision of children at all times.

~~WILLIAMS UNIFORM COMPLAINT PROCEDURES~~ (continued)

☐ ~~Indoor or outdoor space is not properly contained or fenced or does not provide sufficient space for the number of children using the space at any given time.~~

☐ ~~Playground equipment is not safe, in good repair, or age appropriate.~~

~~Please describe the issue of your complaint in detail. You may attach additional pages and include as much text as necessary to fully describe the situation.~~

~~Please file this complaint at the following location:~~

~~(preschool administrator or designee)~~
~~(address)~~

~~Please provide a signature below. If you wish to remain anonymous, a signature is not required. However, all complaints, even anonymous ones, should be dated.~~

~~(Signature) (Date)~~

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 5/13/21

Agenda Item:

Board Policy and Administrative Regulations 3230: Federal Grant Funds

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

First Reading: Policy updated to reflect **NEW FEDERAL REGULATIONS (85 Fed. Reg. 49506)**, effective November 12, 2020, which clarify and renumber requirements for the use and accounting of federal grant funds pursuant to the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (commonly called the "Uniform Guidance"). Policy reflects an amendment to the Uniform Guidance which extends the timeframe for submitting the final performance report from 90 to 120 calendar days after the ending date of the grant.

Regulation updated to reflect **NEW FEDERAL REGULATIONS (85 Fed. Reg. 49506)**, effective November 12, 2020, which clarify and renumber requirements for the use and accounting of federal grant funds pursuant to the Uniform Guidance. Regulation reflects amendments to the Uniform Guidance which (1) extend the timeframe for paying all obligations of federal funds from 90 to 120 calendar days after the end of the funding period; (2) require districts to give a preference to the purchase, acquisition, or use of goods, products, or materials from the United States as practicable; and (3) increase the threshold for "micro-purchases" and "small purchases" that qualify for simplified procurement procedures. Regulation also adds the requirement to provide for disciplinary actions to be applied when officers, employees, or representatives of the district violate conflict of interest standards. Section on "Personnel" revised to (1) add the district's responsibility to check employee records and ensure that the charges are accurate, allowable, and properly allocated and (2) clarify the documentation requirements for employees whose salary is paid with state or local funds but is used to meet a cost-sharing or matching requirement of the federal grant.

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Recommended Action:

- ☐ Informational
- ☒ Discussion
- ☐ Approval
- ☐ Adoption

- ☐ Denial
- ☐ Ratification
- ☐ Explanation: [Click here to enter text.](#)

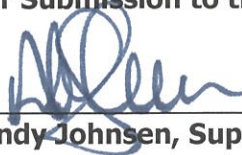
Originating Department/School: Superintendent's Office

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Principal/Department Head Signature



Dr. Andy Johnsen, Superintendent

Reviewed by Cabinet Member:



FEDERAL GRANT FUNDS

The Governing Board recognizes the district's responsibility to maintain fiscal integrity and transparency in the use of all funds awarded through federal grants. The district shall comply with all requirements detailed in any grant agreement with an awarding agency and with the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards specified in 7 CFR 200.0-200.521 and any stricter state laws and district policy.

Any goods or services purchased with federal funds shall be reasonable in cost and necessary for the proper and efficient performance or administration of the program.

The Superintendent or designee shall ensure that the district's financial management systems and procedures provide for the following: (2 CFR 200.302)

1. Identification in district accounts of each federal award received and expended and the federal program under which it was received

(cf. 3100 - Budget)

2. Accurate, current, and complete disclosure of the financial ~~and performance~~ results of each federal award or program in accordance with the reporting requirements of 2 CFR ~~200.327 and 200.328~~ **and 200.329**

(cf. 3460 - Financial Reports and Accountability)

3. Records and supporting documentation that adequately identify the source and application of funds for federally funded activities, including information pertaining to federal awards, authorizations, **financial** obligations, unobligated balances, assets, expenditures, income, and interest

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

4. Effective controls **over** and accountability for all funds, property, and other assets and assurance that all assets are used solely for authorized purposes
5. Comparison of actual expenditures with budgeted amounts for each federal award
6. Written procedures to implement provisions governing payments as specified in 2 CFR 200.305
7. Written procedures for determining the allowability of costs in accordance with 2 CFR 200.400-200.475 and the terms and conditions of the federal grant award

(cf. 3400 - Management of District Assets/Accounts)

FEDERAL GRANT FUNDS (continued)

The Superintendent or designee shall develop and implement appropriate internal control processes to reasonably assure that transactions are properly executed, recorded, and accounted for so that the district can prepare reliable financial statements and federal reports, maintain accountability over assets, and demonstrate compliance with federal laws, regulations, and conditions of the federal award. (2 CFR 200.61, 200.62, 200.303)

Equipment purchased with federal funds shall be properly inventoried and adequately maintained to safeguard against loss, damage, or theft of the property.

(cf. 3270 - Sale and Disposal of Books, Equipment and Supplies)

(cf. 3440 - Inventories)

(cf. 3512 - Equipment)

All staff involved in the administration or implementation of programs and activities supported by federal funds shall receive information and training on the allowable use of federal funds, purchasing procedures, and reporting processes commensurate with their duties.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

The district shall submit **financial and** performance reports to the awarding agency in accordance with the schedule and indicators required for that federal grant by law and the awarding agency. As required, such reports may include a comparison of actual accomplishments to the objectives of the federal award, the relationship between financial data and performance accomplishments, the reasons that established goals were not met if applicable, cost information to demonstrate cost-effective practices, analysis and explanation of any cost overruns or high unit costs, and other relevant information. The final performance report shall be submitted ~~within 90~~ **no later than 120 calendar** days after the ending date of the grant. (2 CFR 200.301, 200.328, **200.329**)

(cf. 0500 - Accountability)

(cf. 6190 - Evaluation of the Instructional Program)

Legal Reference: (see next page)

FEDERAL GRANT FUNDS (continued)

Legal Reference:

EDUCATION CODE

42122-42129 Budget requirements

64001 School plan for student achievement, consolidated application programs

CODE OF FEDERAL REGULATIONS, TITLE 2

180.220 Amount of contract subject to suspension and debarment rules

200.0-200.521 Federal uniform grant guidance, especially:

200.1-200.99 Definitions

200.100-200.113 General provisions

200.317-200.326 Procurement standards

200.327-200.329 Monitoring and reporting

200.333-200.337 Record retention

200.400-200.475 Cost principles

200.500-200.521 Audit requirements

CODE OF FEDERAL REGULATIONS, TITLE 34

76.730-76.731 Records related to federal grant programs

CODE OF FEDERAL REGULATIONS, TITLE 48

2.101 Federal acquisition regulation; definitions

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California Department of Education Audit Guide

California School Accounting Manual

EDUCATION AUDIT APPEALS PANEL PUBLICATIONS

Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Questions and Answers Regarding 2 CFR Part 200, March 17, 2016

WEB SITES

California Department of Education: <http://www.cde.ca.gov>

Education Audit Appeals Panel: <http://www.eaap.ca.gov>

Office of Management and Budget, Uniform Guidance: https://www.whitehouse.gov/omb/grants_does

State Controller's Office: <http://www.sco.ca.gov>

System for Award Management (SAM): <http://www.sam.gov/SAMportal/SAM/###11>

U.S. Department of Education: <http://www.ed.gov>

U.S. Government Accountability Office: <http://www.gao.gov>

FEDERAL GRANT FUNDS

To ensure the lawful expenditure of any federal formula or discretionary grant funds awarded to the district, the Superintendent or designee shall comply with the requirements of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the "Uniform Guidance"), as contained in 2 CFR 200.0-200.521 and Appendices I-XII.

Allowable Costs

Prior to obligating or spending any federal grant funds, the Superintendent or designee shall determine whether a proposed purchase is an allowable expenditure in accordance with 2 CFR 200.400-200.475 and the terms and conditions of the award. ~~He/she~~ **The Superintendent or designee** shall also determine whether the expense is a direct or indirect cost as defined in 2 CFR 200.413 and 200.414 and, if the purchase will benefit other programs not included in the grant award, the appropriate share to be allocated to the federal grant.

(cf. 3350 - Travel Expenses)

The Superintendent or designee shall review and approve all transactions involving federal grant funds and shall ensure the proper coding of expenditures consistent with the California School Accounting Manual.

(cf. 3300 - Expenditures and Purchases)

(cf. 3314 - Payment for Goods and Services)

Period of Performance

All obligations of federal funds shall occur on or between the beginning and ending dates of the grant project and shall be paid no later than ~~90~~ **120 calendar** days after the end of the funding period, unless specifically authorized by the grant award to be carried over beyond the initial term of the grant. (2 CFR 200.77, 200.308, 200.309, ~~200.343~~ **200.344**)

Procurement

When procuring goods and services with a federal grant, the Superintendent or designee shall comply with the standards contained in 2 CFR 200.317-200.327 and Appendix II of Part 200, and with any applicable state bidding or procurement law or district policy that is more restrictive.

As appropriate to encourage greater economy and efficiency, the Superintendent or designee shall avoid acquisition of unnecessary or duplicative items, give consideration to consolidating or breaking out procurements, analyze lease versus purchase alternatives, consider entering into an interagency agreement for procurement of common or shared goods and services, and/or use federal excess or surplus property. (2 CFR 200.318)

The procurement of goods or services with federal funds shall be conducted in a manner that provides full and open competition in accordance with state laws and district regulations and the following requirements:

FEDERAL GRANT FUNDS

1. Any purchase of supplies or services that does not exceed the "micro-purchase" threshold ~~specified in~~ **established by the district in accordance with** 48 CFR 2.101 may be awarded without soliciting competitive quotes, provided that the district considers the price to be reasonable and maintains written evidence of this reasonableness in the record of all micro-purchases. (2 CFR 200.67, 200.320)
2. For any purchase that exceeds the micro-purchase threshold but is less than the bid limit required by Public Contract Code 20111, the Superintendent or designee shall utilize "small-purchase" procedures that include obtaining price or rate quotes from an adequate number of qualified sources. (2 CFR 200.320)
3. Contracts for goods or services over the bid limits required by Public Contract Code 20111 shall be awarded pursuant to California law and AR 3311 - Bids, unless exempt from bidding under the law.

(cf. 3311 - Bids)

4. If a purchase is exempt from bidding and the district's solicitation is by a request for proposals, the award may be made by either a fixed-price or cost-reimbursement type contract awarded to the entity whose proposal is most advantageous to the program, with price and other factors considered. (2 CFR 200.320)

(cf. 3312 - Contracts)

5. Procurement by noncompetitive proposals (sole sourcing) may be used only when the item is available exclusively from a single source, the need or emergency will not permit a delay resulting from competitive solicitation, the awarding agency expressly authorizes sole sourcing in response to the district's request, and/or competition is determined inadequate after solicitation of a number of sources. (2 CFR 200.320)
6. Time and materials type contracts may be used only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. *Time and materials type contract* means a contract for which the cost is the sum of the actual cost of materials and direct labor hours charged at fixed hourly rates that reflect wages, general administrative expenses, and profit. **(2 CFR 200.328200.318)**

For any purchase of \$25,000 or more, the Superintendent or designee shall verify that any vendor which is used to procure goods or services is not excluded or disqualified by the federal government. (2 CFR 180.220, ~~200.213~~**200.214**)

All solicitations shall incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description shall avoid detailed product specifications to the extent possible, but may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, shall

FEDERAL GRANT FUNDS (continued)

set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. When it is impractical or not economical to make a clear and accurate description of the technical requirements, a brand name or equivalent description may be used to define the performance or other salient requirements of procurement, clearly stating the specific features of the named brand which must be met by offers. In addition, every solicitation shall identify all requirements which the offer must fulfill and any other factors to be used in evaluating bids or proposals. (2 CFR 200.319)

The Superintendent or designee shall maintain sufficient records to document the procurement, including, but not limited to, the rationale for the method of procurement, selection of the contract type, contractor selection or rejection, and the basis for the contract price. (2 CFR 200.318)

The Superintendent or designee shall ensure that all contracts for purchases using federal grant funds contain the applicable contract provisions described in Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. (2 CFR ~~200.326~~**200.327**)

Capital Expenditures

The Superintendent or designee shall obtain prior written approval from the awarding agency before using federal funds to make capital expenditures, including the acquisition of land, facilities, equipment, and intellectual property and expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life. (2 CFR ~~200.12, 200.13, 200.20, 200.33, 200.48, 200.58, 200.89, 200.313, 200.439~~)

Conflict of Interest

~~No~~ Governing Board members, district employees, ~~or~~ **and other** district representatives shall **not** participate in the selection, award, or administration of a contract supported by federal funds if ~~he/she has~~ **they have** a real or apparent conflict of interest, such as when ~~he/she~~ **they** or a member of ~~his/her~~ **their** immediate family, ~~his/her~~ **their** partner, or an organization which employs or is about to employ any of them has a financial **or other** interest in or a tangible personal benefit from a firm considered for a contract. Such persons are prohibited from soliciting or accepting gratuities, favors, or anything of monetary value from contractors or subcontractors unless the gift is an unsolicited item of nominal value. (2 CFR 200.318)

Employees engaged in the selection, award, and administration of contracts shall also comply with BB 9270 - Conflict of Interest.

(cf. 9270 - Conflict of Interest)

FEDERAL GRANT FUNDS (continued)

Persons involved in the selection, award, or administration of a contract supported by federal funds shall be subject to discipline for any violation of conflict of interest standards. (2 CFR 200.318)

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

(cf. 4218.1 - Dismissal/Suspension/Disciplinary Action (Merit System))

Cash Management

The Superintendent or designee shall ensure the district's compliance with 2 CFR 200.305 pertaining to payments and cash management, including compliance with applicable methods and procedures that minimize the time elapsing between the transfer of funds to the district and the district's disbursement of funds. (2 CFR 200.305)

When authorized by law, the district may receive advance payments of federal grant funds, limited to the minimum amounts needed and timed in accordance with the actual immediate cash requirements of the district for carrying out the purpose of the program or project. Except under specified conditions, the district shall maintain the advance payments in an interest-bearing account. The district shall remit interest earned on the advanced payment to the awarding agency on an annual basis, but may retain interest amounts specified in 2 CFR 200.305 for administrative expenses. (2 CFR 200.305)

When required by the awarding agency, the district shall instead submit a request for reimbursement of actual expenses incurred. The district may also request reimbursement as an alternative to receiving advance payments. (2 CFR 200.305)

The Superintendent or designee shall maintain source documentation supporting the expenditure of federal funds, such as invoices, time sheets, payroll stubs, or other appropriate documentation.

Personnel

All district employees who are paid in full or in part with federal funds, ~~including employees whose salary is paid with state or local funds but is used to meet a required match or in-kind contribution to a federal program,~~ shall document the amount of time they spend on grant activities. **Such records shall be incorporated into the official records of the district and shall be subject to a system of internal controls which provides reasonable assurance that the charges are accurate, allowable, and properly allocated in accordance with 2 CFR 200.430. (2 CFR 200.430)**

Salaries and wages of employees whose salary is paid with state or local funds but are used to meet a cost-sharing or matching requirement of the federal grant shall be documented in the same manner as salaries and wages claimed for reimbursement under a federal grant. (2 CFR 200.430)

FEDERAL GRANT FUNDS (continued)**Records**

Except as otherwise provided in 2 CFR ~~200.333~~ **200.334**, or where state law or district policy requires a longer retention period, financial records, supporting documents, statistical records, and all other district records related to a federal award shall be retained for a period of three years from the date of submission of the final expenditure report or, for a federal award that is renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report. (2 CFR ~~200.333~~ **200.334**)

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

Audits

Whenever the district expends \$750,000 or more in federal grant funds during a fiscal year, it shall arrange for either a single audit or a program-specific audit in accordance with 2 CFR 200.507 or 200.514. (2 CFR 200.501)

The Superintendent or designee shall ensure that the audit meets the requirements specified in 2 CFR 200.500-200.521.

Specified records pertaining to the audit of federal funds expended by the district shall be transmitted to the clearinghouse designated by the federal Office of Management and Budget and shall be made available for public inspection. Such records shall be transmitted within 30 days after receipt of the auditor's report or within nine months after the end of the audit period, whichever is sooner, unless a longer period is agreed to in advance by the federal agency or a different period is specified in a program-specific audit guide. (2 CFR 200.512)

In the event that the audit identifies any deficiency, the Superintendent or designee shall promptly act to either correct the identified deficiency, produce recommended improvements, or demonstrate that the audit finding is invalid or does not warrant action. (2 CFR 200.26, 200.508, 200.511)

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 5/13/21

Agenda Item:

Administrative Regulations 3320: Claims and Actions Against the District

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

First Reading: Regulation updated to add introductory information explaining the procedures that may be used to file a claim for money or damages against the district depending on the cause of action. Section on "Time Limitations" reorganized and clarified, especially with regard to the time limits for claims related to causes of actions which are excepted from the Government Claims Act, are not governed by any other claim presentation statute or regulation, and are addressed through procedures established by the district. Regulation also reflects **NEW LAW (SB 1473, 2020)** which allows a person to submit a claim, amendment to a claim, or application for a late claim by electronic means, if so authorized by a board resolution, in which case the subsequent notices provided by the district must be sent to the electronic address from which the claim was sent unless the claimant specifies an alternative electronic address for that purpose.

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Recommended Action:

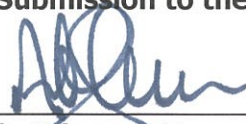
- | | |
|--|---|
| <input type="checkbox"/> Informational | <input type="checkbox"/> Denial |
| <input checked="" type="checkbox"/> Discussion | <input type="checkbox"/> Ratification |
| <input type="checkbox"/> Approval | <input type="checkbox"/> Explanation: Click here to enter text. |
| <input type="checkbox"/>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

Originating Department/School: Superintendent's Office

Submitted/Recommended By:

Approved for Submission to the Governing Board:


Principal/Department Head Signature


Dr. Andy Johnson, Superintendent

Reviewed by Cabinet Member:

98/

CLAIMS AND ACTIONS AGAINST THE DISTRICT

Any claim against the district for money or damages shall be filed and acted upon in accordance with the Government Claims Act (Government Code 810-996.6) or other applicable law. Claims that are specifically excepted from the Government Claims Act by Government Code 905 and are not governed by any other statute or regulation may be filed and acted upon in accordance with district-established procedures pursuant to Government Code 935.

Unless otherwise provided by law, a written claim shall be presented to and acted upon by the Governing Board in accordance with such procedures prior to filing a lawsuit against the district for money or damages.

Time Limitations

The following time limitations apply to **the presentation of claims for money or damages** against the district:

1. Claims ~~for money or damages~~ relating to a cause of action for death or for injury to a person, personal property, or growing crops shall be presented to the Governing Board not later than six months after the accrual of the cause of action. (Government Code ~~905~~, 911.2)
2. Claims ~~for money or damages~~ **relating to any other cause of action subject to the as authorized in Government Code 905 and not included in item #1 above** **Claims Act** shall be filed not later than one year after the accrual of the cause of action. (Government Code ~~905~~, 911.2)
3. Claims **relating to childhood sexual assault and other causes of action which are specifically excepted from the Government Claims Act by Government Code 905 but are subject to a claims presentation procedure in another statute or regulation shall be presented to the Board in accordance with the applicable governing statute or regulation.** (Government Code 905)

(cf. 4157.1/4257.1/4357.1 – Work-Related Injuries)

(cf. 5141.4 – Child Abuse Prevention and Reporting)

- ~~3~~ 4. ~~In accordance with the Board's authority pursuant to Government Code 935, claims for money or damages which are~~ **Claims relating to any cause of action which is specifically exempted** **excepted** from the Government Claims Act by Government Code 905 ~~and are~~ **but is** not governed by any other claims presentation statute or regulation shall be **presented to the Board within the time limits specified in items #1 and 2 above, depending on the applicable cause of action.** ~~filed not later than six months after the accrual of the cause of action. (Government Code 905, 911.2, 935)~~

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

Receipt of Claims

A claim, ~~any amendment thereto, or an application to present a late claim~~ shall be deemed presented and received when delivered to the district office or deposited in a post office, mailbox, sub-post office, substation, mail chute, or other similar facility maintained by the U.S. government, in a sealed envelope properly addressed to the district office with postage paid, or when otherwise actually received in the district office or by the Board secretary or clerk. (Government Code 915, 915.2)

A claim may be submitted electronically in the manner specified by the Superintendent or designee. (Government Code 915, 915.2)

Upon receipt of a claim against the district pursuant to the Government Claims Act, the Superintendent or designee shall promptly provide written notice to the district's joint powers authority or insurance carrier in accordance with the applicable conditions of coverage.

Review of Contents of the Claim

The Superintendent or designee shall review any claim received to ensure that the claim contains all of the following information as specified in Government Code 910 and 910.2:

1. The name and post office address of the claimant
2. The post office address to which the person presenting the claim desires notices to be sent
3. The date, place, and other circumstances of the occurrence or transaction which gave rise to the claim asserted
4. A general description of the indebtedness, obligation, injury, damage, or loss incurred insofar as it may be known at the time of presentation of the claim
5. The name(s) of the district employee(s) causing the injury, damage, or loss if known
6. The amount claimed if it totals less than \$10,000 including the estimated amount of any prospective injury, damage, or loss, insofar as it may be known at the time of the claim, together with the basis of computation of the amount claimed. If the amount claimed exceeds \$10,000, the dollar amount shall not be included in the claim and the claimant shall indicate whether the claim is a limited civil case.
7. The signature of the claimant or the person acting on his/her behalf

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

Notice of Claim Insufficiency

If a claim is found insufficient or not to satisfy the form requirements under Government Code 910 and 910.2, the Board or its designee shall, within 20 days of receipt of the claim, ~~personally deliver or mail to the claimant, at the address stated in the claim or application,~~ **provide** a notice **in the manner specified in Government Code 915.4** that states the particular defects or omission in the claim. (Government Code 910.8, 915.4)

The Board shall not act upon the claim until at least 15 days after such notice is given. (Government Code 910.8)

Amendment to Claims

Within the time limits provided in the section "Time Limitations" above or prior to final action by the Board, whichever is later, a claim may be amended if, as amended, it relates to the same transaction or occurrence which gave rise to the original claim. (Government Code 910.6)

Late Claims

~~For claims under item #1 and #3 in the section "Time Limitations" above, any person who presents a claim later than six months after the accrual of the cause of action shall present, along with the claim, an application to present a late claim. When a claim that is required to be presented not later than six months after the accrual of the cause of action, as specified in the section "Time Limitations" above, is not presented within that time, an application to present a late claim may be presented to the Board, in the manner specified in Government Code 915 and 915.2, within a reasonable time not to exceed Such claim and the application to present a late claim shall be presented not later than one year after the accrual of the cause of action. The application shall include the proposed claim and shall state the reason for the delay in presenting the claim.~~ (Government Code ~~905,~~ 911.4, **915, 915.2**)

If the claim is presented late and is not accompanied by an application to present a late claim, the Board or its designee may, within 45 days, give written notice that the claim was not presented timely and that it is being returned without further action. (Government Code 911.3)

The Board shall grant or deny the application to present a late claim within 45 days after it is presented. This 45-day period may be extended by written agreement of the claimant and the Board provided that such agreement is made before the expiration of the 45-day period. (Government Code 911.6)

The Board shall grant the application to present a late claim where one or more of the following conditions are applicable: (Government Code 911.6)

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

1. The failure to present the claim was through mistake, inadvertence, surprise, or excusable neglect and the district was not prejudiced in its defense regarding the claim by the claimant's failure to present the claim within the time limit.
2. The person who sustained the alleged injury, damage, or loss was a minor during all of the time specified for presentation of the claim.
3. The person who sustained the alleged injury, damage, or loss was physically or mentally incapacitated during all of the time specified for presentation of the claim and the disability was the reason he/she failed to present the claim.
4. The person who sustained the alleged injury, damage, or loss died before the expiration of the time specified for the presentation of the claim.

If the application to present a late claim is denied, the claimant shall be given notice in substantially the same form as set forth in Government Code 911.8 **and in the manner specified in Government Code 915.4.** (Government Code 911.8, **915.4**)

If the Board does not take action on the application to present a late claim within 45 days, the application shall be deemed to have been denied on the 45th day unless the time period has been extended, in which case it shall be denied on the last day of the period specified in the extension agreement. (Government Code 911.6)

Action on Claims

Within 45 days after the presentation or amendment of a claim, the Board shall take action on the claim. This time limit may be extended by written agreement between the district and the claimant before the expiration of the 45-day period. If the 45-day period has expired, the time limit may be extended if legal action has not commenced or been barred by legal limitations. (Government Code 912.4)

The Board may act on the claim in one of the following ways: (Government Code 912.4, 912.6)

1. If the Board finds that the claim is not a proper charge against the district, the claim shall be rejected.
2. If the Board finds that the claim is a proper charge against the district and is for an amount justly due, the claim shall be allowed.

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

3. If the Board finds that the claim is a proper charge against the district but is for an amount greater than is justly due, the Board shall either reject the claim or allow it in the amount justly due and reject it as to the balance.
4. If legal liability of the district or the amount justly due is disputed, the Board may reject or compromise the claim.
5. If the Board takes no action on the claim, the claim shall be deemed rejected.

If the Board allows the claim in whole or in part or compromises the claim and the claimant accepts the amount allowed or offered to settle the claim, the Board may require the claimant to accept it in settlement of the entire claim. (Government Code 912.6)

The Board or its designee shall transmit to the claimant written notice of action taken or of inaction which is deemed rejection. The notice shall be in the form set forth in Government Code 913 **and shall be provided in the manner specified in Government Code 915.4** ~~and shall either be personally delivered or mailed to the address stated in the claim or application.~~ (Government Code 913, 915.4)

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 5/13/21

Agenda Item:

Administrative Regulation 3311.3: Design-Build Contracts

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

First Reading: Regulation updated to reflect **NEW LAW (AB 2311, 2020)** which requires districts to include in all bid documents and construction contracts a notice that the project is subject to state "skilled and trained workforce" requirements. Regulation also adds a definition of "skilled and trained workforce," and describes the district's responsibilities if the contractor fails to demonstrate compliance with these requirements.

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Recommended Action:

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

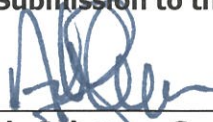
Originating Department/School: Superintendent's Office

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Lisa DeRosier, Executive Assistant



Dr. Andy Johnsen, Superintendent

Reviewed by Cabinet Member: 

DESIGN-BUILD CONTRACTS

The Governing Board may approve a contract with a single entity for both design and construction of any school facility in excess of \$1,000,000, awarding the contract to either the low bid or the best value as determined by evaluation of objective criteria. (Education Code 17250.20)

(cf. 3311 - Bids)

(cf. 3312 - Contracts)

(cf. 7110 - Facilities Master Plan)

(cf. 7140 - Architectural and Engineering Services)

Design-build documents shall not include provisions for long-term project operations, but may include operations during a training or transition period. (Education Code 17250.25)

Procedures for Awarding the Contract

The procurement process for design-build projects shall be as follows: (Education Code 17250.25, 17250.35; Public Contract Code 2600)

1. **Performance Specifications:** The district shall prepare a set of documents setting forth the scope and estimated price of the project. The documents may include, but are not limited to:
 - a. The size, type, and desired design character of the project
 - b. Performance specifications that cover the quality of materials, equipment, and workmanship
 - c. Preliminary plans or building layouts
 - d. Any other information deemed necessary to describe adequately the district's needs

The performance specifications and any plans shall be prepared by a design professional who is duly licensed and registered in California.

2. **Prequalification:** The district shall prepare and issue a request for qualifications in order to prequalify, or develop a short list of, the design-build entities whose proposals shall be evaluated for final selection. The request for qualifications shall include, but is not limited to, all of the following elements:

DESIGN-BUILD CONTRACTS (continued)

- a. Identification of the basic scope and needs of the project or contract, the expected cost range, the methodology that will be used by the district to evaluate proposals, the procedure for final selection of the design-build entity, and any other information deemed necessary by the district to inform interested parties of the contracting opportunity
- b. Significant factors that the district reasonably expects to consider in evaluating qualifications, including technical design and construction expertise, acceptable safety record, and all other non-price-related factors
- c. A standard template request for statements of qualifications prepared by the district, which shall contain all of the information required pursuant to Education Code 17250.25
- d. A notice that the project is subject to the skilled and trained workforce requirements specified in Public Contract Code 2600-2603

The district also may identify specific types of subcontractors that must be included in the statement of qualifications and proposal.

3. **Request for Proposals:** The district shall prepare a request for proposals (RFP) that invites prequalified or short-listed entities to submit competitive sealed proposals in a manner prescribed by the district. The RFP shall include the information identified in items #2a, 2b, and 2d above and the relative importance or weight assigned to each of the factors. If the district uses a best value selection method for a project, the district may reserve the right to request proposal revisions and hold discussions and negotiations with responsive proposers, in which case the district shall so specify in the request for proposals and shall publish separately or incorporate into the request for proposals applicable procedures to be observed by the district to ensure that any discussions or negotiations are conducted in good faith.
4. **Selection Based on Low Bid:** For those projects utilizing low bid as the final selection method, the bidding process shall result in lump-sum bids by the prequalified or short-listed design-build entities, and the contract shall be awarded to the lowest responsible bidder.
5. **Selection Based on Best Value:** For those projects utilizing best value as a selection method, the following procedures shall be used:
 - a. Competitive proposals shall be evaluated using only the criteria and selection procedures specifically identified in the request for proposals. Criteria shall be weighted as deemed appropriate by the district and shall,

DESIGN-BUILD CONTRACTS (continued)

at a minimum, include price, unless a stipulated sum is specified; technical design and construction experience; and life-cycle costs over 15 or more years.

- b. Following any discussions or negotiations with responsive proposers and completion of the evaluation process, the responsive proposers shall be ranked on a determination of value provided, provided that no more than three proposers are required to be ranked.
- c. The contract shall be awarded to the responsible entity whose proposal is determined by the district to have offered the best value to the public.
- d. The district shall publicly announce the contract award, identifying the entity to which the award is made and the basis of the award. This statement and the contract file shall provide sufficient information to satisfy an external audit.

Skilled and Trained Workforce

A design-build entity shall not be prequalified or short-listed unless the entity provides an enforceable commitment to the district that the entity and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the project or contract that falls within an apprenticeable occupation in the building and construction trades. The entity may demonstrate such commitment through a project labor agreement, by becoming a party to the district's project labor agreement, or through an agreement with the district to provide evidence of compliance on a monthly basis during the performance of the project or contract. (Education Code 17250.25; Public Contract Code 2602)

Skilled and trained workforce means that all the workers performing the work are either skilled journeypersons or apprentices registered in a state-approved apprenticeship program. At least 60 percent of the skilled journeypersons employed to perform the work shall be graduates of an apprenticeship program for the applicable occupation or at least 60 percent of the hours worked by skilled journeypersons shall be performed by graduates of an apprenticeship program, with the exception of certain occupations specified in Public Contract Code 2601 which are subject to a 30 percent threshold. (Public Contract Code 2601)

If the contractor fails to provide the monthly report demonstrating compliance with the skilled and trained workforce requirements or provides an incomplete report, the district shall withhold further payments until a complete report is provided. If a report does not demonstrate compliance with the skilled and trained workforce requirements, the district shall withhold further payments until the contractor provides a sufficient plan to

DESIGN-BUILD CONTRACTS (continued)

achieve substantial compliance with respect to the relevant apprenticeable occupation, prior to completion of the contract or project. In addition, the district shall forward to the Labor Commissioner a copy of the monthly report, any plan to achieve compliance, and the district's response to that plan. (Public Contract Code 2602)

Legal Reference:

EDUCATION CODE

17250.10-17250.55 Design-build contracts

PUBLIC CONTRACT CODE

2600-2603 Skilled and trained workforce requirements

Management Resources:

WEB SITES

CSBA: [http:// www.csba.org](http://www.csba.org)

California Association of School Business Officials: <http://www.casbo.org>

California Department of Education, Facilities: <http://www.cde.ca.gov/ls/fu>

Policy
adopted:
revised:

LAKESIDE UNION SCHOOL DISTRICT
Lakeside, California

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 5/13/21

Agenda Item:

Board Policy and Administrative Regulations 5113.2: Work Permits

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

First Reading: Policy updated to reflect **NEW LAW (AB 908, 2020)** which prohibits consideration of grades, grade point average, or school attendance in the event of an extended campus closure due to a natural disaster, pandemic, or other emergency.

Regulation updated to reflect **NEW LAW (AB 908, 2020)** which prohibits consideration of grades, grade point average, or school attendance in the event of an extended campus closure due to a natural disaster, pandemic, or other emergency and provides flexibility in the work permit application process during such a closure. Regulation also updated to clarify that (1) students who have graduated early from high school or have received a certificate of proficiency need a "certificate of age" rather than a work permit to be employed; (2) a work permit is not required for students who are serving with written parent/guardian permission as unpaid trainees, volunteers, or in an in-school placement, nor for students who are employed in agricultural, horticultural, viticultural, or domestic labor during non-school hours when the work is performed for or under the control of the parent/guardian; (3) a student applying for a full-time work permit needs to appear in person with the student's parent/guardian except during an extended school closure; (4) a work permit shall not be denied based on a student's grades, grade point average, or school attendance when a student will be participating in a government-administered employment and training program that will occur during a school vacation or recess; (5) work permits are required to be issued on forms provided by or authorized by CDE; and (6) impairment of a student's health can be the basis for revocation of a work permit.

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Recommended Action:

- ☐ Informational
- ☒ Discussion
- ☐ Approval
- ☐ Adoption

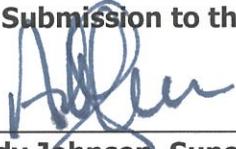
- ☐ Denial
- ☐ Ratification
- ☐ Explanation: [Click here to enter text.](#)

Originating Department/School: Superintendent's Office

Submitted/Recommended By:

Approved for Submission to the Governing Board:


Principal/Department Head Signature


Dr. Andy Johnsen, Superintendent

Reviewed by Cabinet Member: 

WORK PERMITS

The Governing Board recognizes that part-time employment can provide students with income, as well as job experience that can help them develop appropriate workplace skills and attitudes. Upon obtaining an offer of employment, district students who are minors shall obtain work permits from the Superintendent or designee in accordance with law, regardless of whether the employment will occur when school is in session and/or not in session.

(cf. 6178 - Career Technical Education)

In determining whether to grant or continue a work permit, the Superintendent or designee shall consider whether employment is likely to significantly interfere with the student's schoolwork. Students granted work permits must demonstrate and maintain a 2.0 grade point average and satisfactory school attendance. On a case-by-case basis, the Superintendent or designee may approve a maximum work hour limit that is lower than the limit specified in law and administrative regulation.

(cf. 5121 - Grades/Evaluation of Student Achievement)

Students with work permits may be exempted from attendance in a full-time day school provided they attend part-time classes. (Education Code 48230)

(cf. 5112.1 - Exemptions from Attendance)

Work permits shall be limited to part-time employment as defined by law.

Legal Reference: (see next page)

WORK PERMITS (continued)

Legal Reference:

EDUCATION CODE

48230 *Exemption from full-time school attendance for students with work permits*

48231 *Exemption from compulsory attendance for students entering attendance area near end of term*

49100-49101 *Compulsory attendance*

49110-49119 *Permits to work*

49130-49135 *Permits to work full time*

49140-49141 *Exceptions*

49160-49165 *Employment of minors; duties of employers*

49180-49183 *Violations*

49200 *Permit to work during extended emergency school closure*

51760-51769.5 *Work experience education*

52300-52499.66 *Career technical education*

LABOR CODE

1285-1312 *Employment of minors*

1391-1394 *Working hours for minors*

CODE OF REGULATIONS, TITLE 5

10120-10121 *Work permits*

16023-16027 *District records, retention and destruction*

CODE OF REGULATIONS, TITLE 8

11701-11707 *Prohibited and dangerous occupations for minors*

11750-11763 *Work permits and conditions, minor employed in entertainment industry*

CODE OF FEDERAL REGULATIONS, TITLE 29

570.1-570.129 *Child labor regulations*

ATTORNEY GENERAL OPINIONS

18 *Ops.Cal.Atty.Gen.* 114 (1951)

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Work Permit Handbook for California Schools: Laws and Regulations Governing the Employment of Minors, 2007

Permit to Employ and Work, Form B1-4

Statement of Intent to Employ a Minor and Request for a Work Permit - Certificate of Age, Form B1-1

CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS PUBLICATIONS

Child Labor Laws, 2000-2013

WEB SITES

California Department of Education, Work Experience Education: <http://www.cde.ca.gov/ci/ct/we>

California Department of Education, Office of Regional Occupational Centers and Programs and Workforce Development: <http://www.cde.ca.gov/ci/ct/wd>

California Department of Industrial Relations: <http://www.dir.ca.gov>

WORK PERMITS

Before accepting employment, a student under the age of 18 who is subject to the state's compulsory attendance law, including ~~a~~ students who ~~have~~ **has** not yet graduated from high school or have not received a certificate of proficiency, shall obtain a work permit.

(cf. 5112.1 - Exemptions from Attendance)

(cf. 6146.1 - High School Graduation Requirements)

The district may issue a permit authorizing employment while school is in session, including employment connected with a work experience education program pursuant to Education Code 51760-51769.5, to a ~~minor~~ student **age 14-17 years of age**. The district also may issue a permit to any ~~minor-age~~ **student 12-17 years of age** to be employed during a regular school holiday, during a regular or specified occasional public school vacation, and when the student is exempt from compulsory school attendance because ~~he/she~~ **the student** arrived from another state within 10 days before the end of the school term ~~pursuant to Education Code 48231~~. (Education Code 49111, 49113, 49160)

(cf. 6178.1 - Work Experience Education)

If a ~~minor~~ **student** has obtained an offer of employment in the entertainment industry, ~~he/she~~ **the student** shall request a work permit from the California Department of Industrial Relations, Division of Labor Standards Enforcement, pursuant to Labor Code 1308.5 and 8 CCR 11752-11753.

A work permit shall not be required for a student who is not receiving pay or financial reimbursement for services rendered in volunteer services or educational purposes, is not in an employer-employee relationship in accordance with the Fair Labor Standards Act, is serving as an unpaid trainee or volunteer or in an in-school placement, and has submitted written parent/guardian permission. (5 CCR 10121)

In addition, a A student shall not be required to obtain a work permit if ~~he/she~~ **the student** is self-employed; is working at odd jobs such as yard work and babysitting in private homes where ~~he/she~~ **the student** is not regularly employed; is a self-employed news carrier delivering newspapers to consumers on a regular route; is employed ~~by his/her parent/guardian~~ in **agricultural, horticultural, viticultural, or domestic labor during non-school hours when the work is performed for or under the control of the parent/guardian and is performed upon** ~~on~~ or in connection with premises the parent/guardian owns, operates, or controls; or is otherwise exempted by law.

Persons Authorized to Issue Work Permits

The following individuals are authorized to issue a work permit to a ~~minor~~ student in the district: (Education Code 49110)

1. The Superintendent

WORK PERMITS

2. **An employee holding a services credential with a specialization in pupil personnel services or a certificated work experience education teacher or coordinator, when authorized by the Superintendent in writing principal, or another school administrator designated by the principal, provided that he/she:**
3. **A principal, or another school administrator designated by the principal, provided that he/she the principal or designee:**
 - a. Provides a self-certification that ~~he/she~~ **the principal or designee** understands the requirements of law for issuing a work permit
 - b. Does not issue a work permit to ~~his/her~~ **the principal's or designee's** own child

If the person designated to issue work permits is not available and delay in issuing a permit would jeopardize a student's ability to secure work, the Superintendent may **temporarily** authorize another person to issue the permit. (Education Code 49110)

~~Approval Process~~ Application

The student's parent/guardian, foster parent, caregiver with whom the student resides, or residential shelter services provider shall file a written request for a work permit. (Education Code 49110)

The request for a work permit shall be submitted to the Superintendent or designee on a form approved by the California Department of Education (CDE). The Superintendent or designee shall have discretion to determine whether or not to issue the work permit.

If the student is applying for a full-time work permit, the student and the student's parent/guardian shall generally be required to appear before, and submit the application to, the Superintendent or designee. (Education Code 49132)

In the event of an extended physical closure of the campus due to a natural disaster, pandemic, or other emergency, the required documentation, including signatures, may be collected electronically. In addition, if the application is for a full-time work permit, the student and parent/guardian shall not be required to appear in person before the Superintendent or designee if the completed application has been successfully submitted electronically and the student and parent/guardian have attended a video conference with the person issuing the work permit. (Education Code 49132, 49200)

Approval Process

The Superintendent or designee shall have discretion to determine whether or not to issue the work permit.

WORK PERMITS

In determining whether to approve a work permit, the Superintendent or designee shall verify the student's date of birth, the type of work permit to be issued, and whether the student meets any other criteria established by the Governing Board. The Superintendent or designee may inspect the student's records and/or may confer with at least one of the student's teachers for evidence of satisfactory grades and school attendance and to determine whether the student possesses the motivation and maturity to maintain academic progress while working.

(cf. 5121 - Grades/Evaluation of Student Achievement)

However, a work permit shall not be denied based on a student's grades, grade point average, or school attendance under either of the following circumstances: (Education Code 49120, 49200)

- 1. The student's school has been physically closed for an extended time due to a natural disaster, pandemic, or other emergency.**
- 2. The student is applying for a work permit in order to participate in a government-administered employment and training program that will occur during the regular summer recess or vacation of the student's school.**

~~Minors~~ **Students** shall not be approved to work in environments declared hazardous or dangerous for young workers or otherwise prohibited by child labor laws. (Labor Code 1290-1298; 29 CFR 570.33, 570.50-570.72)

The Superintendent or designee shall ensure that the requested work hours do not exceed the maximum work hours specified in law based on the student's age and whether the employment will occur while school is in session and/or not in session. (Education Code 49111, 49112, 49116; Labor Code 1391-1391.1; 29 CFR 570.35)

All work permits shall be issued ~~in a format approved and authorized by the~~ **on forms provided by the or authorized by CDE.** (Education Code 49117)

Each permit shall authorize work for a specific employer. Whenever a student changes employers, ~~he/she~~ **the student** shall request a new permit.

The student may be issued more than one work permit if ~~he/she~~ **the student** works concurrently for more than one employer, provided that the total number of hours worked does not exceed the total number of hours allowed by law and the district.

Whenever a work permit is issued by a principal or other designated school administrator, the principal or designee shall submit to the Superintendent a copy of each work permit issued, along with a copy of the application. (Education Code 49110)

WORK PERMITS (continued)

The Superintendent or designee shall periodically inspect the grades and attendance records of students granted work permits to ensure maintenance of academic progress and any additional criteria established in Board policy.

Expiration of Work Permits

Work permits issued during the school year shall expire five days after the opening of the next succeeding school year. (Education Code 49118)

Before the work permit expires, a student may apply for a renewed work permit in accordance with the procedures specified in the section "Approval Process" above.

Revocation of Work Permits

The Superintendent or designee shall revoke a student's work permit whenever ~~he/she~~ **the Superintendent or designee** determines that ~~the~~ employment is ~~interfering with the student's education~~ **impairing the health or education of the student**, that any provision or condition of the permit is being violated, ~~or that the student is performing work in violation of law, or any condition for the issuance of the permit no longer exists or never existed.~~ (Education Code 49116, 49164; **Labor Code 1300**)

The Superintendent may revoke a work permit issued by a principal of a public or private school located within the district if the Superintendent becomes aware of any grounds upon which the student may be deemed ineligible for a work permit under law. (Education Code 49110)

Retention of Records

The Superintendent or designee shall retain a copy of the work permit application and the work permit until the end of the fourth year after the work permit was issued. (5 CCR 16026)

(cf. 3580 - District Records)

(cf. 5125 - Student Records)

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: May 13, 2021

Agenda Item:

Enrollment Report for Month 8 (3/15/2021-04/09/2021)

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

Click here to enter text.

Fiscal Impact (Cost):

N/A

Funding Source:

Click here to enter text.

Addresses Emphasis Goal(s):

☐ **#1:** Academic Achievement

☐ **#2:** Social Emotional

☐ **#3:** Physical Environments

Recommended Action:

☒ **Informational**

☐ **Denial/Rejection**

☐ **Discussion**

☐ **Ratification**

☐ **Approval**

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

☐ **Adoption**

Originating Department/School: 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 8

3/15/221-4/9/2021

DATE: 4/27/2021

SCHOOL	K	1	2	3	4	5	6	7	8	SDC	HH	EAK	NON ADA	TK	M8 20/21 TOTAL	M8 19/20 TOTAL	VARIANCE
EUCALYPTUS HILLS														87	87	106	-19
LAKESIDE FARMS	102	88	97	100	74	85				29		0	0		575	657	-82
LAKEVIEW	90	128	97	118	115	108									656	710	-54
LEMON CREST	56	76	77	74	83	77				21		19	0		483	530	-47
LINDO PARK	52	64	56	66	64	61				29		16	0		408	510	-102
RIVERVIEW			146	149	136	132									563	622	-59
WINTER GARDENS	153	150													303	351	-48
LAKESIDE MIDDLE							263	243	243	14					763	786	-23
TIERRA DEL SOL							226	216	244	29					715	742	-27
HOME FLEX	16	18	10	7	7	15	5	5	4					2	89	22	67
DISTRICT TOTAL	469	524	483	514	479	478	494	464	491	122	0	35	0	89	4,642	5,036	-394

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	
2020-2021	4,674	4,673	4,668	4,665	4,659	4,654	4,659	4,642				
2019-2020	4,985	4,986	4,966	4,966	5,042	5,036	5,031	5,036	5,031	5,018	5,015	
2018-2019	5,073	5,054	5,054	5,046	5,098	5,110	5,098	5,090	5,081	5,070	5,028	
2017-2018	5,164	5,179	5,161	5,153	5,211	5,208	5,183	5,159	5,151	5,135	5,101	
2016-2017	5,051	5,039	5,045	5,031	5,103	5,091	5,080	5,059	5,071	5,050	5,023	
2015-2016	5,087	5,100	5,083	5,077	5,138	5,124	5,139	5,121	5,107	5,081	5,056	
2014-2015	5,003	5,005	5,010	4,992	4,986	5,040	5,008	5,021	5,015	5,006	-	
2013-2014	4,835	4,817	4,823	4,825	4,848	4,834	4,790	4,818	4,813	4,790	-	
2012-2013	4,395	4,387	4,372	4,365	4,369	4,375	4,363	4,367	4,365	4,348	-	

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: May 13, 2021

Agenda Item:

Quarterly Investment Reports, San Diego County Treasury Investment Pool as of quarter ended on March 31, 2021.

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:


Erin Garcia, Assistant Superintendent


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**

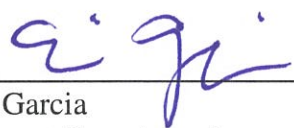
Pursuant to Government Code Section 53646, you are hereby notified that as of the quarter ended March 31, 2021 the funds of the Lakeside Union School District were invested in the San Diego County Investment Pool Balances by fund shown below:

<i>San Diego County Treasury Investment Pool</i>		<i>\$ 21,043,066.33</i>
0100	General Fund	\$ 8,739,558.06
1200	Child Development	\$ 689,227.29
1300	Child Nutrition	\$ 430,702.07
1500	Pupil Transportation-Equip.	\$ 3,096.05
1742	Special Reserve Other Than Capital Outlay	\$ 243.89
2000	Special Reserve Post-Employee Benefits	\$ 60,408.58
2139	Building Fund (Bond)	\$ 9,439,511.76
2519	Capital Facilities/Developer Fees	\$ 1,663,124.06
4000	Special Reserves/Capital Projects	\$ 17,194.57

Annualized Interest Rate as of 3/31/21 is 1.047%

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

**San Diego County Office of Education
SD County Pool Interest Rate
2020-21 Fiscal Year**

Quarter Ending	Interest Rate	
	Quarterly	Annualized
September 30, 2020	0.3346273%	1.339%
December 31, 2020	0.2402319%	0.961%
March 31, 2021	0.2103029%	0.841%
June 30, 2021		0.000%
Annualized Rate		1.047%

Quarterly interest factor x4 = annualized interest rate

Add quarterly interest rates divided by 4 = annualized rate for the year

PROJECTED LIQUIDITY

County of San Diego Pooled Money Fund

As of March 31, 2021

(\$000)

	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21
Beginning Pool Book Balance	11,558,606	12,754,765	11,523,975	10,826,972	9,710,102	8,773,827
Inflows						
Investment Inflows	395,000	1,438,137	965,000	1,396,591	885,000	552,120
Projected Credits	2,600,330	565,577	962,152	1,066,327	1,233,475	828,225
	2,995,330	2,003,714	1,927,152	2,462,918	2,118,475	1,380,345
Outflows						
Investment Purchases	640,000	-	-	-	-	-
Projected Debits	1,404,171	1,796,367	1,659,155	2,183,197	2,169,750	1,182,198
	2,044,171	1,809,570	1,659,155	2,183,197	2,169,750	1,182,198
Net Cash Flows	1,196,159	(1,230,790)	(697,003)	(1,116,870)	(936,275)	(353,973)
MONTH END POOL BALANCE	12,754,765	11,523,975	10,826,972	9,710,102	8,773,827	8,419,854
PROJECTED MONTH END LIQUIDITY	\$ 648,867	\$ 843,011	\$ 1,111,008	\$ 1,390,729	\$ 1,339,454	\$ 1,537,601

**The projected cash flows indicate sufficient liquidity to meet all scheduled expenditures for the next 6 months.*

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.