

LAKE SIDE UNION SCHOOL DISTRICT

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

Audience:

Meeting ID: 947 9256 2765

Dial In: 1 (669) 900-6833

Meeting Password: 947175

November 10, 2022

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 who wish to participate in public comment will need to fill out a form using the **Public Comment Form** prior to the start of the meeting. Public comment can be made in person or through Zoom.

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

C. OPENING PROCEDURES – 6:00PM

1. Welcome Visitors
2. The Pledge of Allegiance will be led by students from Tierra del Sol Middle School. Following the pledge, principal Dr. Leslie Hardiman and vice principal Paula Macias-Gonzalez will present highlights from the school.

D. TRUSTEE REPORTS AND COMMENTS

Trustees will report and comment as desired.

- E. 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.

F. PUBLIC HEARINGS/ACTION ITEMS

1. **PUBLIC HEARING:** The Governing Board will conduct a public hearing to receive input from the public regarding the findings contained in the annual and five-year developer fees report for fiscal year 2021-22.
2. **Adoption** is requested of Resolution No. 2023-09, to adopt the findings contained in the Annual and Five-Year Developer Fee Report for Fiscal Year 2021-22.

G. ITEMS OF BUSINESS

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

SUPERINTENDENT

- 2.1 **Adoption** is requested of the regular board meeting minutes of October 13, 2022; and the special board meeting of November 1, 2022.
- 2.2 **Authorization** is requested, per Education Code §35143 and 7200, to hold the annual organizational meeting for 2022 between December 9 and December 23, 2022 inclusive. A recommendation to set Thursday, December 15, 2022 at 6:00 p.m. in the boardroom of the District Administration Center located at 12335 Woodside Avenue in Lakeside, California as the date, time and place of the organizational meeting of the Board of Trustees.
- 2.3 **Nomination** is requested for a representative for CSBA's Delegate Assembly, Region 17 (San Diego County). Delegates will serve a two-year term beginning April 1, 2023.

HUMAN RESOURCES

- 3.1 **Approval/Ratification** is requested of Personnel Assignment Order 2023-05.

BUSINESS SERVICES

- 4.1 **Approval** is requested of the following monthly business reports: A) Commercial Warrants; B) Revolving Cash; C) Purchase Orders and Change Orders; and D) Purchase Card Expenditures.
- 4.2 **Authorization** is requested of an out-of-state conference for 5 Child Nutrition employees. The School Nutrition Association Conference will be held in Denver, Colorado July 9-11, 2023.
- 4.3 **Approval** is requested of a Short Form Construction Contract with Christian Brothers for the D building flood at Tierra del Sol Middle School in the amount of \$342,000.
- 4.4 **Approval** is requested of a Short Form Construction Contract with Chula Vista Electric for the Winter Gardens emergency power pole replacement (JPA) in the amount of \$28,910.

G. BUSINESS SERVICES (CONTINUED)

- 4.5 **Approval** is requested of the following annual contracts for the 2022-2023 school year: A) Quality Control Addendum (Bond); B) Coastal Neuro Group (Special Ed); C) CC Autism Spectrum Consultant, LLC (Special Ed); D) Janus Corporation (Bond); E) Specialized Education of CA, Sierra School (Special Ed); F) ProCare Therapy (Special Ed); G) Mobile Ed Productions, Inc. (WG); H) Aseltine (Special Ed); I) Mariana Mesnik (Special Ed); J) Curriculum Associates, LLC (Ed Services); K) New Direction Solutions, LLC (Special Ed); L) Inclusive Leadership and Equity Consultants (Special Ed); M) Lainie Rowell/Innovative Learning Communities (Ed Services); N) Ambrosia Travel (LMS Show Choir); O) Ambrosia Travel (LMS Band); P) Therapy Travelers Addendum (Special Ed); Q) GEM Industrial (Maintenance); R) Janus Corporation (Maintenance); S) Jesse Prado (Ed Services); T) 2 Student Transportation Agreements; and U) Grace Dearborn (Ed Services).
- 4.6 **Approval** is requested of the following gifts to the District: A) \$5,436.35 from the Riverview PTA to Riverview for Learning A-Z; B) \$12,657 from TdS PTSA to TdS for 8th grade field trips, new PE equipment, EZ Ups, dance/drama programs, and the site/gym; C) Bonnie LaChappa donated books to several teachers at Lindo Park; D) Lakeside Woman's Club donated \$1,000 to the LMS band program; and E) Barona Band of Mission Indians donated \$5,000 to the TdS band.

ED SERVICES

- 5.1 **Approval** is requested of the School Plans for Student Achievement (SPSA's) for each school site for the 2022-23 school year.

5.2 **Adoption** is requested of OpenSciEd

BOND

- 6.1 **Approval** is requested of Change Order #59 with SWCS, Inc. on the Lakeside Farms Elementary School Modernization Project at a credit of \$4,117.33.
- 6.2 **Adoption** is requested of Resolution No. 2023-10 to authorize "No Complete Advantage Finding" pursuant to applicable California law for authorizing a change order to the existing contract for the modernization at Lakeside Elementary School at a cost of \$33,103.62.

BOARD POLICIES, REGULATIONS AND/OR EXHIBITS

- 7.1 **Approval** is requested of Administrative Regulation and Exhibits 1312.4: Williams Uniform Complaint Procedures.
- 7.2 **Adoption** is requested of Board Policy 3110: Transfer of Funds.
- 7.3 **Adoption** is requested of Board Policy and Administrative Regulation 3517: Facilities Inspection.
- 7.4 **Adoption** is request of Board Policy 6120: Response to Instruction and Intervention.

H. INFORMATIONAL ITEM

Enrollment Report for Month 2 (through 10/14/22).

I. DISCUSSION ITEMS

1. *First Reading* of Exhibit 1113: District and School Websites.
2. *First Reading* of Board Policy and Administrative Regulation 3523: Electronic Signatures.
3. *First Reading* of Board Policy and Administrative Regulation 5111: Admission.
4. *First Reading* of Board Policy 7110: Facilities Master Plan.
5. *First Reading* of Board Policy and Administrative Regulation 6158: Independent Study.

J. REPORTS TO THE BOARD

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

K. ADJOURNMENT

Respectfully Submitted,

Rhonda L. Taylor, Ed.D.
Superintendent

Administration:

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



Board of Trustees:

HOLLY FERRANTE
ANDREW HAYES
LARA HOEFER MOIR
BONNIE LACHAPPA
DON WHISMAN

**NOTICE OF PUBLIC HEARING AND PROPOSAL FOR THE ANNUAL AND FIVE-YEAR
DEVELOPER FEES REPORT FOR FISCAL YEAR 2021-22**

PLEASE TAKE NOTICE that immediately following a public hearing on the matter, a resolution (#2023-09) will be considered by the Governing Board of the Lakeside Union School District at its regular meeting on November 10, 2022 located at Lakeside Union School District Administrative Center, 12335 Woodside Avenue, Lakeside CA 92040, regarding the findings contained in the annual and five-year developer fee report for fiscal year 2021-22. The information was made available for viewing 15 days prior to the board meeting.

October 25, 2022

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

**LAKESIDE UNION SCHOOL DISTRICT
ANNUAL AND FIVE-YEAR DEVELOPER FEES REPORT
FOR FISCAL YEAR 2021-22**

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

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

**I. INFORMATION MADE AVAILABLE PURSUANT TO GOVERNMENT CODE
SECTION 66006 FOR FISCAL YEAR 2021-22:**

In accordance with Government Code Section 66006(b)(1) and (2), the District provides the following information for fiscal year 2021-22:

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

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

B. AMOUNT OF REPORTABLE FEES:

The Statutory School Fee and Mitigation Payment rates for fiscal year 2021-22 are set forth in Schedule A, which is incorporated herein. These Statutory School Fee and Mitigation Payment rates were previously adopted on behalf of the Board of Education ("Board") of the District. The Statutory School Fee amounts only partially mitigate the impacts to the District caused by new residential development because the Statutory School Fees do not adequately fund the school facility needs resulting from additional development within the District. The amounts of the Mitigation Payments are essential to fund interim and permanent school facilities to accommodate students from additional development within the District.

C. BEGINNING AND ENDING BALANCE OF ACCOUNT:

	Statutory School Fees	Mitigation Payments
Beginning Balance (7/1/21)	\$ 1,720,675.00	-0-
Ending Balance (6/30/22)	\$ 1,526,947.00	-0-

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

Amount of Fees Collected	Amount of Interest Earned	Proceeds from Sale of Portable Buildings
\$174,449	\$ 11,210.78	-0-

E. IDENTIFICATION OF EACH PROJECT IF THE DISTRICT ON WHICH REPORTABLE FEES WERE EXPENDED AND THE AMOUNT OF THE EXPENDITURES ON EACH PROJECT OF THE DISTRICT FOR FISCAL YEAR 2021-22, INCLUDING THE TOTAL PERCENTAGE OF THE COST OF THE PROJECT OF THE DISTRICT, THAT WAS FUNDED WITH REPORTABLE FEES:

PROJECT NAME	ANTICIPATED AMOUNT OF FUNDING FROM SCHOOL FACILITIES FEES	PERCENTAGE OF TOTAL PROJECT COST
Relocatable Lease Payments District Office (1)	\$ 9,633.00	100%
Direct Support Costs (Admin Fees)	\$ 5,570.00	100%
Capital Outlay:		
Lakeside Farms Modernization	\$ 350,985.00	9%

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

The District proposes to determine that for fiscal year 2021-22, Reportable Fees and other sources of funding were not sufficient to complete the financing of any School Facilities construction project ("Project") of the District. Please refer to the School Facilities Needs Analysis Report.

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

No interfund transfers or loans were made from Reportable Fees.

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

No refunds were made or revenues allocated for other purposes.

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

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

A. IDENTIFICATION OF THE PURPOSE FOR REPORTABLE FEES ARE:

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

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

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

**C. IDENTIFICATION OF ALL SOURCES AND AMOUNTS OF FUNDING
THE ANTICIPATED TO COMPLETE FINANCING OF THE SCHOOL FACILITIES
THE DISTRICT HAS IDENTIFIED IN THE DISTRICT'S REPORTS FOR
FISCAL YEAR 2022-23:**

Source of Funding	Amount of Funding Anticipated to be Received to Complete Financing of School Facilities
1. State School Building Program	-
2. State Hardship Funds	-
3. Community Facilities Districts	-
4. General Obligation Bond Proceeds	-
5. Redevelopment Pass-Through Agreements	-
6. Statutory School Facility Fees	\$ 150,000.00
7. Mitigation Payments	-
8. Certificates of Participation	-
9. S.B. No. 201 Fees (Government Code Section 65970 et seq.)	-
10. Beginning Balance (7/01/2022)	\$ 1,526,947.00
11. Total Funding (Lines 1-10) above	\$ 1,676,947.00
12. Total Costs Funded by Developer Fees: See Schedule B	\$ 814,676.00
13. Minus total of All Funds in Source (Enter from Line 11 above)	\$ 1,676,947.00
14. Surplus Balance (Line 13, minus Line 12)	\$ 862,271.00

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

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

SCHEDULE A
2022-23
STATUTORY SCHOOL FEES

Effective 8/17/2020:

Statutory School Fees:

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

Mitigation Payments:

Residential Development	-0-
-------------------------	-----

SCHEDULE B

LAKESIDE UNION SCHOOL DISTRICT
ITEMIZED PROJECT FUNDING FROM SOURCES IDENTIFIED IN II (C)
ARE ANTICIPATED COSTS/FEEES FOR NEXT FISCAL YEAR 2022-23

PROJECT	AMOUNT	PERCENTAGE
Relocatable Lease Payments District Office (1)	\$ 10,176.00	100%
Direct Support Costs (Admin Fees)	\$ 4,500.00	100%
Technology Expansion	\$ 800,000.00	100%
Total of Lines	\$ 814,676.00	

**LAKESIDE UNION SCHOOL DISTRICT
ANNUAL AND FIVE-YEAR DEVELOPER FEES REPORT
FOR FISCAL YEAR 2021-22**

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

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

**I. INFORMATION MADE AVAILABLE PURSUANT TO GOVERNMENT CODE
SECTION 66006 FOR FISCAL YEAR 2021-22:**

In accordance with Government Code Section 66006(b)(1) and (2), the District provides the following information for fiscal year 2021-22:

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

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

B. AMOUNT OF REPORTABLE FEES:

The Statutory School Fee and Mitigation Payment rates for fiscal year 2021-22 are set forth in Schedule A, which is incorporated herein. These Statutory School Fee and Mitigation Payment rates were previously adopted on behalf of the Board of Education ("Board") of the District. The Statutory School Fee amounts only partially mitigate the impacts to the District caused by new residential development because the Statutory School Fees do not adequately fund the school facility needs resulting from additional development within the District. The amounts of the Mitigation Payments are essential to fund interim and permanent school facilities to accommodate students from additional development within the District.

C. BEGINNING AND ENDING BALANCE OF ACCOUNT:

	Statutory School Fees	Mitigation Payments
Beginning Balance (7/1/21)	\$ 1,720,675.00	-0-
Ending Balance (6/30/22)	\$ 1,526,947.00	-0-

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

Amount of Fees Collected	Amount of Interest Earned	Proceeds from Sale of Portable Buildings
\$174,449	\$ 11,210.78	-0-

E. IDENTIFICATION OF EACH PROJECT IF THE DISTRICT ON WHICH REPORTABLE FEES WERE EXPENDED AND THE AMOUNT OF THE EXPENDITURES ON EACH PROJECT OF THE DISTRICT FOR FISCAL YEAR 2021-22, INCLUDING THE TOTAL PERCENTAGE OF THE COST OF THE PROJECT OF THE DISTRICT, THAT WAS FUNDED WITH REPORTABLE FEES:

PROJECT NAME	ANTICIPATED AMOUNT OF FUNDING FROM SCHOOL FACILITIES FEES	PERCENTAGE OF TOTAL PROJECT COST
Relocatable Lease Payments District Office (1)	\$ 9,633.00	100%
Direct Support Costs (Admin Fees)	\$ 5,570.00	100%
Capital Outlay:		
Lakeside Farms Modernization	\$ 350,985.00	9%

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

The District proposes to determine that for fiscal year 2021-22, Reportable Fees and other sources of funding were not sufficient to complete the financing of any School Facilities construction project ("Project") of the District. Please refer to the School Facilities Needs Analysis Report.

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

No interfund transfers or loans were made from Reportable Fees.

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

No refunds were made or revenues allocated for other purposes.

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

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

A. IDENTIFICATION OF THE PURPOSE FOR REPORTABLE FEES ARE:

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

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

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

**C. IDENTIFICATION OF ALL SOURCES AND AMOUNTS OF FUNDING
THE ANTICIPATED TO COMPLETE FINANCING OF THE SCHOOL FACILITIES
THE DISTRICT HAS IDENTIFIED IN THE DISTRICT'S REPORTS FOR
FISCAL YEAR 2022-23:**

Source of Funding	Amount of Funding Anticipated to be Received to Complete Financing of School Facilities
1. State School Building Program	-
2. State Hardship Funds	-
3. Community Facilities Districts	-
4. General Obligation Bond Proceeds	-
5. Redevelopment Pass-Through Agreements	-
6. Statutory School Facility Fees	\$ 150,000.00
7. Mitigation Payments	-
8. Certificates of Participation	-
9. S.B. No. 201 Fees (Government Code Section 65970 et seq.)	-
10. Beginning Balance (7/01/2022)	\$ 1,526,947.00
11. Total Funding (Lines 1-10) above	\$ 1,676,947.00
12. Total Costs Funded by Developer Fees: See Schedule B	\$ 814,676.00
13. Minus total of All Funds in Source (Enter from Line 11 above)	\$ 1,676,947.00
14. Surplus Balance (Line 13, minus Line 12)	\$ 862,271.00

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

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

SCHEDULE A
2022-23
STATUTORY SCHOOL FEES

Effective 8/17/2020:

Statutory School Fees:

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

Mitigation Payments:

Residential Development	-0-
-------------------------	-----

SCHEDULE B

LAKESIDE UNION SCHOOL DISTRICT

ITEMIZED PROJECT FUNDING FROM SOURCES IDENTIFIED IN II (C)
ARE ANTICIPATED COSTS/FEEES FOR NEXT FISCAL YEAR 2022-23

PROJECT	AMOUNT	PERCENTAGE
Relocatable Lease Payments District Office (1)	\$ 10,176.00	100%
Direct Support Costs (Admin Fees)	\$ 4,500.00	100%
Technology Expansion	\$ 800,000.00	100%
Total of Lines	\$ 814,676.00	

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: Nov. 10, 2022

Agenda Item:

Adoption of Resolution 2023-09, to adopt the findings contained in the Annual and Five-Year Developer Fee Report for the preceding Fiscal Year 2021-22.

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

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

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

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 | |

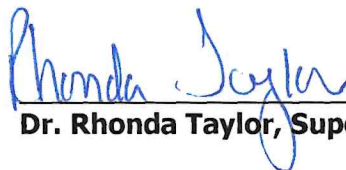
Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Lisa Davis, Assistant Superintendent



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member: _____

WHEREAS, the Board of Education has reviewed and considered the Annual and Five-Year Developer Fee Reports at a duly noticed, regularly scheduled public meeting at least fifteen (15) days after the District made this information publicly available, pursuant to Government Code Section 66006(b)(2).

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE LAKESIDE UNION SCHOOL DISTRICT AS FOLLOWS:

Section 1. The Board has reviewed the information provided in the Annual and Five-Year Developer Fee Reports, and finds it to be true and correct.

Section 2. The Board, based upon the information contained in the Annual Developer Fee Report, finds as follows:

Section 2.1 That the Annual Developer Fee Report describes the types of fees contained in the Capital Facilities Fund, including the amount of the fees, the beginning and ending balance of the Capital Facilities Fund, as well as the amount of fees collected, and the interest earned thereon.

Section 2.2 That the Annual Developer Fee Report identifies each public improvement on which Developer Fees were expended, and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with Developer Fees.

Section 2.3 That sufficient funds have not been collected to complete the financing on any incomplete public improvement.

Section 2.4 That there were no interfund transfers or loans made from the Capital Facilities Fund.

Section 2.5 That sufficient funds have not been collected to complete the financing of any incomplete public improvement, and that there were no refunds made of Developer Fees.

Section 3. The Board, based upon the information contained in the Five-Year Developer Fee Report, finds as follows:

Section 3.1 That the purpose of Developer Fees imposed on new residential, commercial, and industrial development within the District is to fund the school facilities required to serve the additional grade K-12 students generated by such new development and that the Developer Fees will be used for the construction and/or acquisition of additional school facilities and the remodeling of existing school facilities to provide additional capacity.

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

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

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

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

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

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

Section 5. The District made the Annual and Five-Year Developer Fee Reports available for public review at least fifteen (15) days prior to the Board's consideration of these reports.

Section 6. The District mailed notice of the time and place of the Board meeting in which the Annual and Five-Year Developer Fee Reports would be considered, as well as the location where the reports could be reviewed, at least fifteen (15) days before the meeting, to each individual who had filed a written request for such notice.

PASSED AND ADOPTED this 10th day of November, 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

BOARD OF EDUCATION OF THE
Lakeside Union SCHOOL DISTRICT

Superintendent

ATTEST:

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

I, _____, _____ of the _____,
do hereby certify that the foregoing is a full, true and correct copy of Resolution No. 2023-09 of
said Board and that the same has not been amended or repealed.

Dated: _____, 2022

By: _____

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 11/10/22

Agenda Item:

Approval of Minutes

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

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

Regular Board Meeting of October 13, 2022
Special Board Meeting of November 1, 2022

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:

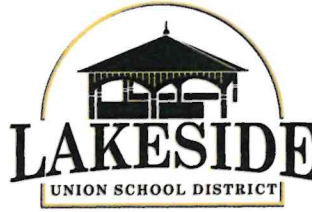
Approved for Submission to the Governing Board:


Lisa DeRosier, Executive Assistant


Dr. Rhonda Taylor, Superintendent

Administration:

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



Board of Trustees:

HOLLY FERRANTE
 ANDREW HAYES
 LARA HOEFER MOIR
 BONNIE LACHAPPA
 DON WHISMAN

Minutes of the Regular Meeting of the Board of Trustees

October 13, 2022

District Administration Center/Zoom

- | | |
|---|---|
| <p>A. The regular meeting of the Lakeside Union School District Board of Trustees was called to order at 3:30 p.m. by Andrew Hayes, President, with the following members present: Bonnie LaChappa, Clerk; Holly Ferrante, Member; and Don Whisman, Member. Also in attendance were Dr. Rhonda Taylor, Superintendent; Dr. Natalie Winspear, Assistant Superintendent; and Lisa Davis, Assistant Superintendent. Lisa DeRosier was present to record the minutes. Vice President Lara Hoefer Moir was absent.</p> | <p>Call to Order</p> |
| <p>B. There were no requests to speak to the Board prior to Closed Session.</p> | <p>Public
Comments</p> |
| <p>C. At 3:32 p.m., the Governing Board moved to closed session to discuss conference with labor negotiator, Lisa Davis, regarding the California School Employees Association and its Chapter 240 pursuant to Government Code §54957.6; conference with labor negotiator, Lisa Davis, regarding the Lakeside Teachers Association pursuant to Government Code §54957.6; and public employee evaluation, Superintendent, pursuant to Government Code §54957.</p> | <p>Closed Session
Topics</p> |
| <p>D. At 4:02 p.m., the Board reconvened from closed session. President Hayes welcomed guests and reported no action was taken in closed session.</p> | <p>Reconvene</p> |
| <p>Students from Lemon Crest led the pledge of allegiance. Following the pledge, principal Kelly Gilbert shared highlights from the school including: the staff is promoting joy, engagement and belonging; expeditionary learning; daily morning meetings; sandy hook promise; WINN time; wonderful staff and PTA; and so much more.</p> | <p>Lemon Crest
Spotlight</p> |
| <p>E. Clerk LaChappa attended the Lindo Park book fair; and coffee and donuts with the Riverview principal. Both of these events were well attended.</p> <p>Member Ferrante attended the benefits committee; Lindo Park back-to-school night; Dream academy read-a-thon; cross county event at Lindo Lake, health benefits fair; and the FFA state officers meeting at LMS. All the events were fun to watch and well attended.</p> <p>Member Whisman attended back-to-school nights at Riverview, Lemon Crest, Lakeside Farms, Lakeside Middle, and Lindo Park where he enjoyed visiting classrooms. He also attended the FFA meeting at LMS and was impressed with their leadership skills. He participated in the leadership training with our management team where they are working together on a cohesive plan for achievement. He congratulated the bargaining teams for coming to an agreement and he appreciates all the work they are doing.</p> <p>President Hayes attended the 3rd annual 9/11 event where he was the MC; LMS back to school night; chamber mixer; historical society monthly meeting; and the Dream Academy reading event. He invited everyone to hear his presentation on the Second School October 22 at 11:00.</p> | <p>Trustee Reports
and Comments</p> |
| <p>F. There were no requests to speak to the Board</p> | <p>Public
Comments</p> |

- | | | |
|----|--|---|
| G. | <ol style="list-style-type: none"> 1. At 4:30 p.m., President Hayes opened a public hearing to receive input from the public regarding the availability of textbooks and/or instructional materials for fiscal year 2022-23. Hearing no comments, the hearing was closed at 4:30 p.m. | Public Hearing:
Textbook
Availability |
| | <ol style="list-style-type: none"> 2. <u>It was moved by</u> Member Whisman and seconded by Clerk LaChappa to adopt Resolution No. 2023-08, determining that every pupil has sufficient textbooks or instructional materials in each of the following subjects that are consistent with the content and cycles of the curriculum, framework adopted by the State Board of Education: Mathematics; Science; History-Social Science; and Reading/Language Arts. Motion carried 4:0:1: (<u>Ayes</u>: Ferrante, Hayes, LaChappa, Whisman; <u>Absent</u>: Hoefer Moir). | Adopt Resolution
No. 2023-08 |
| | <ol style="list-style-type: none"> 3. At 4:17 p.m., President Hayes opened a public hearing to receive input from the public regarding the financial provisions of the proposed collective bargaining agreement with Lakeside Teachers Association. The approximate total combined cost to the district is \$2,814,526.75 with fringe costs for the 2022-23 school year. Hearing no comments, the hearing was closed at 4:17 p.m. | Public Hearing:
LTA Financial
Provisions |
| | <ol style="list-style-type: none"> 4. <u>It was moved by</u> Member Ferrante and seconded by Member Whisman to approve the Disclosure of the Collective Bargaining Agreement for the Tentative Agreement with Lakeside Teachers Association to resolve negotiations for the 2022-23 school year. This is required by Government Code 3547.5 requiring local educational agencies to publicly disclose the provisions of all collective bargaining agreements before entering into a written agreement. Motion carried 4:0:1: (<u>Ayes</u>: Ferrante, Hayes, LaChappa, Whisman; <u>Absent</u>: Hoefer Moir). | Approve LTA
Collective
Bargaining
Agreement |
| | <ol style="list-style-type: none"> 5. <u>It was moved by</u> Clerk LaChappa and seconded by Member Ferrante to approve the Tentative Agreement with the Lakeside Teachers Association including an increase to the salary schedule of 7.65% compression/increase of the salary schedule for longevity steps beginning with years 17, 19, 21, 23, 25 and ending at step 27. Also included are additions and increases to the stipends, retiree benefits and updated language to Articles 7, 9 and 10. Motion carried 4:0:1: (<u>Ayes</u>: Ferrante, Hayes, LaChappa, Whisman; <u>Absent</u>: Hoefer Moir). | Approve LTA
Tentative
Agreement |
| | <ol style="list-style-type: none"> 6. At 4:18 p.m., President Hayes opened a public hearing to receive input from the public regarding the financial provisions of the proposed collective bargaining agreement with the California School Employees Association and its Chapter 240. The approximate total combined cost to the district is \$1,385,335.01 with fringe costs for the 2022-23 school year. Hearing no comments, the hearing was closed at 4:18 p.m. | Public Hearing:
CSEA Financial
Provisions |
| | <ol style="list-style-type: none"> 7. <u>It was moved by</u> Member Whisman and seconded by Clerk LaChappa to approve a Disclosure of the Collective Bargaining Agreement with the California School Employees Association and its Chapter 240 to resolve negotiations for the 2022-23 school year. Motion carried 4:0:1: (<u>Ayes</u>: Ferrante, Hayes, LaChappa, Whisman; <u>Absent</u>: Hoefer Moir). | Approve CSEA
Collective
Bargaining
Agreement |
| | <ol style="list-style-type: none"> 8. <u>It was moved by</u> Member Ferrante and seconded by Member Whisman to approve a new 3-year Tentative Agreement with the California School Employees Association and its Chapter 240 including changes to the salary schedule with an increase of 9.94% and updated language to Articles 6, 9, 13, 16, 17, 19 and 22. Motion carried 4:0:1: (<u>Ayes</u>: Ferrante, Hayes, LaChappa, Whisman; <u>Absent</u>: Hoefer Moir). | Approve CSEA
3-Year Tentative
Agreement |

H. <u>It was moved by</u> Member Ferrante and seconded by Clerk LaChappa to designate all Items of Business to the consent agenda with the exception of Items 4.6 and 4.14. The motion carried unanimously to designate Items of Business 2.1, 3.1, 3.2, 4.1, 4.2, 4.3, 4.4, 4.5, 4.7, 4.8, 4.9, 4.10, 4.11, 4.12, 4.13, 5.1, 5.2, 6.1, 6.2, 6.3, and 6.4 to the consent agenda.	Consent Agenda
1.1 <u>It was moved by</u> Member Whisman and seconded by Member Ferrante to adopt the following items of business:	Items of Business
1.2 There was no discussion on items.	Discussion
<u>SUPERINTENDENT</u>	
2.1 A motion to adopt the minutes of the regular board meeting of September 8, 2022.	Adopt Minutes
<u>HUMAN RESOURCES</u>	
3.1 A motion to approve/ratify Personnel Assignment Order 2023-04.	Approve PAO
3.2 A motion to approve a new classified manager job description for Transportation Supervisor.	Approve Job Description
<u>BUSINESS SERVICES</u>	
4.1 A motion to approve the following monthly business reports: A) Commercial Warrants; B) Revolving Cash; C) Purchase Orders and Change Orders; and D) Purchase Card Expenditures.	Approve Business Reports
4.2 A motion to approve the Management Salary Schedule reflecting a new position: Transportation Supervisor.	Approve New Position Sal Sch
4.3 A motion to approve the Certificated Salary Schedule for the 2022-23 school year, effective July 1, 2022.	Approve Teacher Salary Schedule
4.4 A motion to approve the Classified Salary Schedule for the 2022-23 school year, effective July 1, 2022.	Stipend List
4.5 A motion to approve the Confidential, Management and Superintendent Salary Schedule for the 2022-23 school year, effective July 1, 2022.	Approve Mgmt Salary Schedule
4.7 A motion to approve the Memorandum of Understanding with the California School Employees Association and its Chapter 240 regarding the Classified School Employee Summer Assistance Program (CSESAP) at an approximate cost of \$72,119.	Approve MoU with CSEA (CSESAP)
4.8 A motion to approve the Memorandum of Understanding with the California School Employees Association and its Chapter 240 regarding a new position in the Classified Bargaining Unit: Student Support Assistant – bilingual preferred at an approximate cost of \$68,944.	Approve MoU with CSEA (New Position)
4.9 A motion to approve the destruction of records considered to be Class 3. These records have been retained for the legal period of time as per Article 2, Sections 16023-16028 of Title 5, California Code of Regulations. There is no further need to retain these records for use in the district.	Approve Destruction of Class 3 Records

H. BUSINESS SERVICES (CONTINUED)

- | | | |
|------|---|--------------------------------------|
| 4.10 | A motion to ratify a Dream Academy Read-a-thon fundraiser to build up a small school library and garden supplies. | Ratify Dream Acad Fundraiser |
| 4.11 | A motion to approve an out-of-county field trip for LMS & TdS Advanced Bands to perform at Knott's Berry Farm on December 9, 2022. | Approve TdS Field Trips |
| 4.12 | A motion to approve the disposal of the following books/items, per Board Policy 3270, Sale and Disposal of Books, Equipment and Supplies: A) Titmus Vision Tester; B) Maico Pilot Test Hearing Diagnostic; C) 2 Otodynamics Audiometers GSI 117; D) Audiometrics MT10; E) 2 Snellen Letter Eye Charts Good Lite; F) Missing Letter Chart; G) Lemon Crest library books published between 1970-1990; H) CPO Focus on Earth Science, publisher Delta Education; I) CPO Focus on Life Science, publisher Delta Education; J) CPO Focus on Physical Science, publisher Delta Education; K) H-M California Science 4 th & 5 th Grade; L) H-M Discovery Works, Grades 2-3-4-5; M) H-M Reading California, Grade 1; N) McGraw-Hill Share the Music, Grades 3-4; O) McGraw-Hill SRA Art Connections, Grade 2; P) Harcourt Science and California HSP Math, Grade 5; and Q) Old outdated books from the Lakeside Farms library. | Approve Disposal of Books/Items |
| 4.13 | A motion to approve the following annual contracts for the 2022-23 school year: A) Imagine Learning (Ed Services); B) Sunbelt Staffing (SpEd); C) Children's Occupational Therapy Services, Inc. (SpEd); D) Connect4kids (SpEd); E) SDCOE – Leadership Coaching (Ed Services); F) Left Coast Scales – CALPADS Training (SpEd); G) Therapy Travelers Addendum (SpEd); H) San Diego Youth Services (Pupil Services); I) ABA Education Foundation (SpEd); J) Soliant Staffing (SpEd); K) San Joaquin County Office of Ed (SpEd); L) Chula Vista Electric Co. (Maint); M) Parent Institute for Quality Education – 2 contracts (Ed/Pupil Services); N) Matt Upton (Child Nutrition); O) Vista Hill (SpEd); P) Stein Education Center (SpEd); Q) TIEE-Childrens Workshop (SpEd); R) Specialized Therapy Services (SpEd); S) New Haven Youth and Family Services (SpEd); T) SDCOE Reimbursement (Supt); U) Verbal Behavior Associates (SpEd); V) Cross Country Education (SpEd); W) Joselyn McCullough (SpEd); X) Therapy Travelers (SpEd); Y) Albert Melaragno, M.D. (SpEd); Z) Mariana Mesnik (SpEd); AA) Total Vision Care, LLC (SpEd); BB) Total Vision PC (SpEd); and CC) Ninyo & Moore Addendum (Bond). | Approve Annual Contracts for 2022-23 |

ED SERVICES

- | | | |
|-----|--|------------------------------|
| 5.1 | A motion to approve the Comprehensive School Safety Plans (CSSP's) for each school site for the 2022-23 school year. | Approve CSSP's |
| 5.2 | A motion to approve a Settlement Agreement and General Release with a district student, in the amount of \$16,000, to provide compensatory education in the area of specialized academic instruction, as well as covering the attorney's fees. | Approve Settlement Agreement |

BOND

- | | | |
|-----|---|-------------------------------|
| 6.1 | A motion to approve Change Order #4 with ESR Construction for the Tierra del Sol Middle School new gymnasium construction project at a credit of (\$15,060). | Approve Change Order with ESR |
| 6.2 | A motion to award GEM Industrial, Inc. the bid for the Winter Gardens Fencing project as they were the lowest bidder of the informal CUPCCAA bid process. The \$147,860 project will be paid for with deferred maintenance funds. | Award GEM Industrial |

H. BOND (CONTINUED)

6.3	A motion to approve an Agreement for Construction Inspection Services with Blue Coast Consulting for the district's Solar Infrastructure Project at a cost of \$117,920.	Approve Agrmnt w/Blue Coast
6.4	A motion to approve an Agreement for Special Inspection and Materials Testing Services with Ninyo & Moore to act as the LOR, materials testing, geotechnical and special inspections for the Solar Infrastructure Project at a cost of \$127,386.	Approve Agrmnt with Ninyo & Moore
Motion carried 4:0:1: (<u>Ayes</u> : Ferrante, Hayes, LaChappa, Whisman; <u>Absent</u> : Hoefer Moir).		
4.6	A motion to pull the Memorandum of Understanding with the California School Employees Association and its Chapter 240 regarding a revised job description for Van Driver.	Item Pulled
4.14	<u>It was moved by</u> Member Ferrante and seconded by Member Whisman to accept the following gifts to the District: A) \$60 from Hanson's Muffler Service to LMS FFA program; B) \$2,000 from El Capitan Stadium Association to LMS Show Choir/Dance program; C) Miscellaneous school supplies from Karen Barnette and TNT Locksmith to LMS; D) 80 folders and pencils from Dr. Jean Chan, DDS to Lindo Park Kindergarten classrooms; E) Books from Cindy and Frank Hilliker for each teacher at Lindo Park; F) \$1,400 from Blackbaud Giving Fund to Lakeview; G) Portable basketball hoop and basketball from Mr. & Mrs. Barnett to the DREAM Academy.; H) \$1,500 from the El Capitan Stadium Association to Lakeside Farms for their Cougar Den that benefits students in need; I) \$40 each from the Sameer family to Lakeside Farms's Mrs. Purgason and Mrs. Jones classrooms; and J) \$12,657 from the TdS PTSA to TdS for 8 th grade field trips, new PE equipment, ASB, dance/drama, and site/gym. Member Ferrante thanked the community for their generous gifts. Member Whisman thanked the Stadium Association for supporting all our activities. Motion carried 4:0:1: (<u>Ayes</u> : Ferrante, Hayes, LaChappa, Whisman; <u>Absent</u> : Hoefer Moir).	Accept Gifts to the District
I.	The board reviewed the enrollment for Month 1 ended 9/16/22. Ms. Davis explained that this is a true reflection of where we are at this time. We have grown by 8 students from last year. The enrollment is stabilizing.	Enrollment
J.	1. This item was pulled from the discussion items.	Pulled
	2. The board discussed the first reading of Administrative Regulation and Exhibit 1312.4: Williams Uniform Complaint Procedures. The Board requested the policy to return next month for adoption.	AR/E 1312.4
	3. The board discussed the first reading of Board Policy 3110: Transfer of Funds. The Board requested the policy to return next month for adoption.	BP 3110
	4. The board discussed the first reading of Board Policy, Administrative Regulation and Exhibit 3517: Facilities Inspection. They would like the policy verified against the state statutes prior to moving forward.	BP/AR/E 3517
	5. The board discussed the first reading of Board Policy, Administrative Regulation and Exhibit 6120: Response to Instruction and Intervention. The Board requested the policy to return next month for adoption.	BP/AR/E 6120

- | | | | |
|----|-----|--|----------------------|
| K. | 1A. | <p>Kerry Strong, LTA President, was not present but had President Hayes read her report: “Since we last communicated we saw LUSD and LTA set a countywide record with efficiently and respectfully bargaining a fair agreement. My team reported back, that for the first time in nearly a decade, they were able to truly have discussions that lead to both teams being able to provide the other with proposals back and forth that represented compromises and needs of the other party. I want to be very clear that even though it did not take months and months to negotiate, as it has in the past, this round of bargaining was very well planned, there was an incredible amount of data provided and analyzed that went into crafting this agreement. If anything, it shows the incredible dedication our teams showed to gather the necessary data in a timely and efficient manner. The membership voted in favor of the agreement. I received many comments from members that they felt respected as professionals in the safety language the District and LTA agreed upon and their hard work has been seen through the salary settlement and age of Medicare language adjustment. We feel that with this contract LUSD is taking active steps to help retain and attract our highly qualified staff. Thank you. As we begin to settle into the new school year, a few concerns are surfacing and many have to do with new administrators and shifting practices and how those things interact with people's daily working morale. As I have repeatedly said, LTA is not opposed to any changes in our system out of principle, we just ask to be included in those discussions. This year I have found myself needing to assert this more than last year. When I do, it is typically met with a genuine willingness to collaborate, which I appreciate. However, my goal is to collaborate <i>before</i> changes take place to help transitions shift more smoothly, to circumvent any potential issues or contract violations that could lead to grievances. So I am again going to put out there that when leadership wants to implement new programs, change past practices, shift work flows, or add new duties to people's schedules please reach out and involve me. I'm here because above all I want our teachers to be successful in their work so that their teaching will in turn be the most successful for their students. So on that note, I ask that in your conversations with our administrators across the district, at all levels, please listen for and ask about examples of how they've included teachers and LTA leadership in their decision making process”.</p> | LTA President |
| | 1B. | <p>David Myers, CSEA President, thanked both negotiating teams for settling at record speed this year. The lines of communication were open and they had good discussion. The salary schedule on the agenda tonight is appreciated. It will help with inflation. He commented that communication with the district has been fantastic.</p> | CSEA President |
| | 2A. | <p>Lisa Davis, Assistant Superintendent, thanked the Board, the Superintendent and the bargaining teams. Settling the contracts could not have been done without the help of all involved. She reported that our external auditors are here this week and it is going well. The health benefits fair was very successful with a lot more vendors than normal. Open enrollment runs through November 1. Todd Owens reported he had interviews this week for his open positions; Jerred is on vacation this week; Child Nutrition is delighted with the new kitchens; and Tech is busy as usual.</p> | Lisa Davis |
| | 2B. | <p>Dr. Natalie Winspear, Assistant Superintendent, is preparing to hold a Tech Committee this year to talk about the hardware across the district. She asked the board members to send her an email if they were interested in sitting on this committee. The first district-wide PLC will be to unpack the new Science curriculum. Teachers walked away with a lesson to deliver to the students. The Special Education team met to review proper protocols in IEP meetings. Everyone met in subject-specific teams. The first PIQE class will be held for our preschool families. We will be able to host up to 30 families in each of the 2 offerings. She discussed grant opportunities in the district.</p> | Dr. Natalie Winspear |

K. REPORTS TO THE BOARD (CONTINUED)

- 2B. CONTINUED: Dr. Winspear discussed superheroes night at Lindo Park on October 20th. It was offered to our under-resourced families to help get them engaged with the school and district. There will be activities for the students, food, school representation, military partners, etc.
- 2C. Dr. Rhonda Taylor, Superintendent, commented that amazing things are happening here. She attended the Dream Academy read-a-thon, which were the first days that students were on campus. They are offering different options to get their needs met, helping students to get connected with school. Dr. Taylor also attended back-to-school night at Lindo Park; the AGC car show; and many site visits as well. She loves seeing innovative practices and people thinking outside the box.
- L. President Hayes asked if there was any further business to come before the board. There being none, the president declared the regular board meeting adjourned at 4:57 p.m.

Dr. Rhonda
Taylor

Adjournment

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

Bonnie LaChappa
Clerk of the Board

Administration:

RHONDA L. TAYLOR, Ed.D.

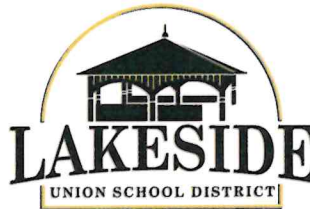
Superintendent

NATALIE WINSPEAR, Ed.D.

Interim Assistant Superintendent

LISA DAVIS

Assistant Superintendent



Board of Trustees:

HOLLY FERRANTE

ANDREW HAYES

LARA HOEFER MOIR

BONNIE LACHAPPA

DON WHISMAN

Minutes of the Special Meeting of the Board of Trustees

November 1, 2022

District Administration Center

- | | |
|---|--|
| A. The special meeting of the Lakeside Union School District Board of Trustees was called to order at 5:02 p.m. by Andrew Hayes, President, with the following members present: Lara Hoefer Moir, Vice President; Holly Ferrante, Member; and Don Whisman, Member. Also in attendance were Dr. Rhonda Taylor, Superintendent; Dr. Natalie Winspear, Assistant Superintendent; and Lisa Davis, Assistant Superintendent. Clerk Bonnie LaChappa was absent. | Call to Order |
| B. There were no requests to speak to the Board. | Public
Comments |
| C. 1. David Tupper presented on the Middle School Science curriculum pilot process and recommendations. The process has been very comprehensive. He discussed the process, outcomes, prescreen/paper screen, rubrics, pilot stage and data, and the overall score. The committee recommends OpenSciEd as our middle school Science curriculum. There were questions and comments from the Board Members. | Middle School
Science
Adoption
Presentation |
| 2. The Board listened as each principal and vice principal presented their 2022-2023 site goals. | Site Goals |
| D. President Hayes asked if there was any further business to come before the board. There being none, the president declared the special board meeting adjourned at 6:43 p.m. | Adjournment |

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

Bonnie LaChappa
Clerk of the Board

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 11/10/22

Agenda Item:

Date for Organizational Meeting of the Governing Board

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

Per Education Code §35143 and 7200, the annual organizational meeting for 2020 must be held between December p and December 23, 2022 inclusive. A recommendation to set Thursday, December 15, 2022 at 6:00 p.m. in the boardroom of the District Administration Center located at 12335 Woodside Avenue in Lakeside, California as the date, time and place of the annual organizational meeting of the Board of Trustees.

Fiscal Impact (Cost):

N/A

Funding Source:

[Click here to enter text.](#)

Recommended Action:

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

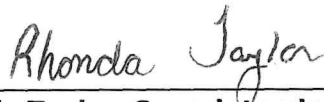
Originating Department/School: Superintendent

Submitted/Recommended By:



Lisa DeRosier, Executive Assistant

Approved for Submission to the Governing Board:



Dr. Rhonda Taylor, Superintendent

**NOTICE OF DECEMBER 2022
ORGANIZATIONAL MEETING OF THE GOVERNING BOARD**

Complete and submit no later than **Nov. 23, 2022**, to:

SDCOE Legal Services
Email: legal@sdcoe.net

School/Community College District: _____

Date of Organizational Meeting: _____
(Date between Dec. 9 and Dec. 23 inclusive)

Time of Meeting: _____

Clerk/Secretary to the Governing Board

Date

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 11/10/22

Agenda Item:

CSBA Delegate Assembly Nominations

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

The Board is asked to select a nominee for CSBA's Delegate Assembly. Delegates elected in 2023 will serve a two-year term beginning April 1, 2023.

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Addresses Emphasis Goal(s):

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

Recommended Action:

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

Originating Department/School: Superintendent's Office

Submitted/Recommended By:



Lisa DeRosier, Executive Assistant

Approved for Submission to the Governing Board:


Dr. Rhonda Taylor, Superintendent



October 28, 2022

TIME SENSITIVE - REQUIRES BOARD ACTION
DEADLINE: Saturday, January 7, 2023

MEMORANDUM

To: CSBA Member District Boards
From: Dr. Susan Heredia, President
Re: Call for Nominations to CSBA's Delegate Assembly

Each year, member boards elect representatives to the California School Boards Association's Delegate Assembly. The Delegate Assembly is a vital link in the Association's governance and sets the general policy direction. Working with member boards, the Board of Directors, Executive Committee, Delegates ensure the Association promotes the interests of California's school districts and county offices of education. Delegates with terms that end in 2023 are up for election. Ballots for the Delegate Assembly election will be sent to each member board within the region or subregion by February 1, 2023. Delegates elected in 2023 will serve a two-year term beginning April 1, 2023. There are two required Delegate Assembly meetings each year; in 2023, the dates are May 20-21 and November 28-29.

Nominations and biographical sketch forms for CSBA's Delegate Assembly are being accepted until **Saturday, January 7, 2023**. The nomination process is as follows:

- CSBA member boards are eligible to nominate board members within their own geographical region or subregion. For region #, see "CSBA REGION INDEX FOR DISTRICTS & COES" document located in this packet or on CSBA's website: www.csba.org/ElectiontoDA.
- Member Boards eligible to appoint a member of their board to the Delegate Assembly may also nominate board members to run for election to the Delegate Assembly.
- Boards eligible to appoint must do so by January 7, 2023. A separate communication from CSBA regarding these appointments will be sent to boards by November 1.
- Nominating boards must submit a separate Nomination Form for each person nominated.
- Nominees must serve on a CSBA member board from the region or subregion.
- Nominees must submit a one-page, single-sided, biographical sketch form.
- Nominees may submit an optional one-page, one-sided résumé.

Documents related to the nomination process are being provided online only. The forms, as well as information about the Delegate Assembly, may be accessed from CSBA's website: www.csba.org/ElectiontoDA. **It is the candidate's responsibility to confirm that CSBA has received nomination materials prior to the deadline.**

The deadline for nomination materials is **11:59 p.m. on Saturday, January 7, 2023**. Materials can be sent via email to nominations@csba.org. Nomination materials may also be sent via mail, to the CSBA Executive Office, 3251 Beacon Blvd., West Sacramento, CA 95961, with a postmark of no later than January 7, 2023.

California School Boards Association | 3251 Beacon Boulevard, West Sacramento, CA 95691 | (800) 266-3382



IF NOMINATING, BOARD ACTION REQUIRED

DEADLINE for NOMINATIONS & BIOSKETCHES: Saturday, January 7, 2023

October 28, 2022

MEMORANDUM

To: CSBA Member County Boards of Education in Odd-Numbered Regions
From: Dr. Susan Heredia, CSBA President
Re: Elected CSBA Regional County Delegate & CCBE Board of Directors Call for Nominations

Nominations are being accepted until Saturday, January 7, 2023 for election to the California School Boards Association's Delegate Assembly (DA) for terms beginning April 1, 2023 and ending March 31, 2025. The following DA County seats are up for election in 2023:

Region 1 – Del Norte, Humboldt, Lake, Mendocino – Thom McMahon (Humboldt COE)
Region 3 – Sonoma, Napa, Solano, Marin – Dana Dean (Solano COE)
Region 5 – San Francisco, San Mateo – Beverly Gerard (San Mateo COE)
Region 7 – Contra Costa, Alameda – Annette Lewis (Contra Costa COE)
Region 9 – San Benito, Santa Cruz, Monterey, San Luis Obispo – John McPherson (Monterey COE)
Region 11 – Santa Barbara, Ventura – Rachel Ulrich (Ventura COE)

In addition to serving on CSBA's Delegate Assembly, the regional county Delegates comprise the California County Boards of Education's (CCBE) Board of Directors. Pursuant to CCBE's Bylaws, CCBE Directors are elected through CSBA's Regional County Delegate election process.

Nominations and biographical sketch forms for CSBA's Delegate Assembly are being accepted until **Saturday, January 7, 2023**. The nomination process is as follows:

- Only CSBA member county boards of education may nominate a board member for the County Delegate seat in their region; nominee's county board must be a member of CSBA
- Nominating board must submit a separate Nomination Form for each person nominated.
- All nominees must submit a one-page, single-sided, biographical sketch form. An optional one-page, one-sided résumé may be submitted. Late submissions cannot be accepted. Please submit required documents using one of the following methods:
 - Electronically online
 - E-mail to nominations@csba.org by 11:59 p.m., Jan. 7, 2023, OR
 - Fax to (916) 371-3407 by 11:59 p.m., Jan. 7, 2023, OR
 - Postmarked by U.S.P.S. no later than Sat., January 7, 2023

All the documents related to the nomination process are being provided online only. The forms, as well as information about the Delegate Assembly, may be accessed from CSBA's website: www.csba.org/ElectiontoDA. For your reference in 2023, the DA dates are May 20-21 in Sacramento and Nov 28-29 in San Francisco.

Please do not hesitate to contact us at nominations@csba.org should you have questions. Thank you.

REGION 15 – 24 Delegates (17 elected/7 appointed*)

Director: Susan Henry (Huntington Beach Union HSD)

County: Orange

Alfonso Alvarez (Santa Ana USD)*, 2024
Lauren Brooks (Irvine USD), 2024
Carrie Buck (Placentia-Yorba Linda USD), 2024
Judy Bullockus (Capistrano USD)*, 2023
Bonnie Castrey (Huntington Beach Union HSD), 2023
Lynn Davis (Tustin USD), 2024
Jackie Filbeck (Anaheim ESD), 2023
Carrie Flanders (Brea Olinda USD), 2023
Karin Freeman (Placentia-Yorba Linda USD), 2023
Ira Glasky (Irvine USD)*, 2024
Diana Hill (Los Alamitos USD), 2023
Al Jabbar (Anaheim Un. HSD), 2023
Candice (Candi) Kern (Cypress ESD), 2024
Martha McNicholas (Capistrano USD)*, 2024
Charlene Metoyer (Newport-Mesa USD), 2023
Arturo Montez (Centralia ESD), 2023
Theresa (Terri) Rocco (Garden Grove USD)*, 2023
Lan Q. Nguyen (Garden Grove USD)*, 2024
Annemarie Randle-Trejo (Anaheim Union HSD), 2024
Rigo Rodriguez (Santa Ana USD)*, 2023
Barbara Schulman (Saddleback Valley USD), 2024
Michael Simons (Huntington Beach Union HSD), 2024
Suzie Swartz (Saddleback Valley USD), 2023

Region 15 County

Rebecca Gomez (Orange COE), 2023

***Delegates-at-Large**

Marilyn Buchi (Fullerton Joint Union HSD)

REGION 16 – 18 Delegates (14 elected/4 appointed*)

Director: Karen Gray (Silver Valley USD)

Subregion 16-A (Inyo)

Susan Patton (Lone Pine USD), 2023

Subregion 16-B (San Bernardino)

Heather Allgood (Helendale SD), 2024
Joe Armendarez (Fontana USD)*, 2024
Christina Cameron-Otero (Needles USD), 2024
Tom Courtney (Lucerne Valley USD), 2023
Barbara Dew (Victor Valley Union HSD), 2024
Gwen Dowdy-Rodgers (San Bernardino City USD)*, 2023
Barbara Flores (San Bernardino City USD)*, 2024
Cindy Gardner (Rim of the World USD), 2024
Shari Megaw (Chaffey Joint Union HSD), 2023
James O'Neill, (Redlands USD), 2024
Adam Perez (Fontana USD)*, 2023
Gabriel Stine (Victor ESD), 2023
Eric Swanson (Hesperia USD), 2023
Mondi Taylor (Etiwanda SD), 2023
Kathy Thompson (Central ESD), 2023
Scott Wyatt (San Bernardino City USD), 2024

Region 16 County

Laura Mancha (San Bernardino COE), 2024

REGION 17 – 23 Delegates (17 elected/6 appointed*)

Director: Debra Schade (Solana Beach ESD)

County: San Diego

Marco Amaral (South Bay Union SD), 2024
Richard Barrera (San Diego USD)*, 2023
Sabrina Bazzo (San Diego USD)*, 2023
Maria Betancourt-Castaneda (National SD), 2024
Kate Bishop (Chula Vista ESD), 2023
Leslie Bunker (Chula Vista ESD), 2023
Eleanor Evans (Oceanside USD), 2024
Humberto Gurmilan (San Ysidro SD), 2024
Andrew Hayes (Lakeside Union SD), 2023
Claudine Jones (Carlsbad USD), 2024
Julie Kelly (Vista USD), 2024
Melissa Krogh (Warner USD), 2023
Tamara Otero (Cajon Valley Union SD), 2024
Darshana Patel (Poway USD)*, 2023
Dawn Perfect (Ramona USD), 2023
Barbara Ryan (Santee SD), 2023
Nicholas Segura (Sweetwater Union HSD)*, 2024
Arturo Solis (Sweetwater Union HSD)*, 2023
Marla Strich (Encinitas Union ESD), 2024
Gee Wah Mok (Del Mar Union SD), 2024
Sharon Whitehurst-Payne (San Diego USD)*, 2024
Katrina Young (San Dieguito Union HSD), 2023

Region 17 County

Guadalupe Gonzalez (San Diego COE), 2023

REGION 18 – 21 Delegates (16 elected/5 appointed*)

Director: Wendy Jonathan (Desert Sands USD)

Subregion 18-A (Riverside)

Angelov Farooq (Riverside USD)*, 2024
Robert Garcia (Jurupa USD), 2023
Madonna Gerrell (Palm Springs USD), 2023
Megan Haley (Hemet USD), 2024
Sandy Hinkson (Temecula Valley USD), 2023
Cleveland Johnson (Moreno Valley USD)*, 2023
Dale Kinnear (Riverside USD)*, 2023
Linda Lunn (Murrieta Valley USD), 2024
Heidi Matthies-Dodd (Lake Elsinore USD), 2024
Elizabeth Marroquin (Corona-Norco USD)*, 2024
David Nelissen (Perris Union HSD), 2024
Linda Porras (Desert Sands USD), 2024
Gerard Reller (Romoland ESD), 2023
Jasmin Rubio (San Jacinto USD), 2024
David Sanchez (Beaumont USD), 2023
Kris Thomasian (Murrieta Valley USD), 2023
Mary Ybarra (Corona-Norco USD)*, 2023

Subregion 18-B (Imperial)

Diahna Garcia-Ruiz (Central Union HSD), 2024
Gil Rebollar (Brawley ESD), 2023
Tony Sandoval (Heber ESD), 2023

Region 18 County

Bruce Dennis (Riverside COE), 2024

***Delegate-at-Large**

Jesus Holguin (Moreno Valley USD)

Delegate Assembly Important Dates



2023 Delegate Assembly Election

Saturday, January 7:	Deadline for Nomination Forms and Biographical Sketch Forms
Wednesday, February 1:	Ballots sent to member boards
Wednesday, March 15:	Deadline for ballots to be sent back to CSBA
By Friday, March 31:	Ballots will be counted
Saturday, April 1:	First day of new 2-year term for Delegates elected in 2023

2023 Delegate Assembly Meeting Dates

Saturday – Sunday, May 20 - 21
(Scheduled to occur in Sacramento)

Tuesday – Wednesday, November 28 - 29
(Scheduled to occur in San Francisco)



Frequently Asked Questions regarding Delegate Assembly Nominations and Elections for 2023

Who is eligible to serve on Delegate Assembly? To be eligible to serve on CSBA's Delegate Assembly, a board member must:

- Be a trustee of a district or county office of education that is a current member of CSBA; and
- Be a trustee of a district or county office of education within the geographic region or subregion which the Delegate will represent.

What is the term of office to serve on Delegate Assembly? The term of office for each Delegate is two years beginning April 1, 2023 through March 31, 2025.

How is a board member nominated to serve on the Delegate Assembly? A board member must be formally nominated by a board in the region or subregion and may be nominated by his or her own district or county office. The nomination is an action that is taken in a public board meeting and requires a majority vote. A board may nominate as many individuals as it wishes, however, it is the responsibility of the nominating board to obtain permission from the nominee prior to submitting his or her name.

What does a nomination consist of? A nomination consists of a completed signed nomination and a one-page candidate biographical sketch form. In addition, an optional, one-page, single-sided, résumé may be submitted, (résumé cannot be substituted for the candidate biographical sketch form). The biographical sketch will be copied exactly as submitted and included with the ballots.

When are the nomination and biographical sketch forms due? The nomination and candidate biographical sketch forms must be delivered to CSBA either electronically online, by fax (916) 371-3407, email nominations@csba.org, or mail, postmarked by the U.S.P.S., on or before **Saturday, January 7, 2023**. *It is the nominee's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office.*

How are nominees elected to serve on Delegate Assembly? Ballots are mailed by Wednesday, February 1 to each district or county board within the region or subregion. Ballots must be delivered to CSBA via U.S.P.S. postmarked by Wednesday, March 15 to be accepted. Ballots may not be faxed or emailed.

Voting for Delegates is an action of the entire board rather than individual board members; therefore, it is done at a public meeting and requires a majority vote. Each board may vote for as many persons as there are positions to be filled within the region or subregion. All districts and candidates are notified of the results no later than April 1. If there is a tie vote, a run-off election will be held.

What are the required Delegate Assembly meeting dates? There are two required Delegate Assembly meetings each year. In 2023, the first meeting will be May 20-21 in Sacramento and the second one will be November 28-29 in San Francisco preceding CSBA's Annual Education Conference and Trade show.

Does CSBA cover expenses for Delegates to attend the Delegate Assembly meetings? No, CSBA is not able to cover expenses.

For additional information, please contact the Executive Office at (800) 266-3382.

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 11/10/22

Agenda Item:

Personnel Assignment Order 2023-05

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

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

Fiscal Impact (Cost):

Varies

Funding Source:

General Fund

Addresses Emphasis Goal(s):

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

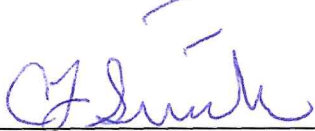
Recommended Action:

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

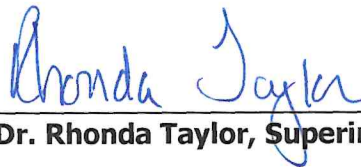
Originating Department/School: Human Resources

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Christine Sinatra, HR Exec Director



Dr. Rhonda Taylor, Superintendent

LAKESIDE UNION SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING, November 10, 2022
Personnel Assignment Order – 2023-05

BACKGROUND:

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

Certificated Staff

A. New Hire:

Employee	Assignment/Location	Class/Step	Previous Annual Salary	New Annual Salary	Effective Date
Powell, Lisa	LLM Teacher/LC	A/1		\$55,398.00	11/01/2022
McGrath, Jennifer	SDC Teacher/LMS	E/1		\$55,398.00	8/17/2022

B. Return from LOA::

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. Waiver:

Employee	Assignment/Location	Reason	Recommendation	Effective Date
Long, Jennie	APE/Itinerant	NO APE Authorization	Yes	08/17/2022
Preciado, Andrea	TK Teacher/ LV	No BCLAD	Yes	08/17/2022

E. Resignations:

Employee	Assignment/Location	Class/Step	Reason	Effective Date

F. Retirement:

Employee	Assignment/Location	Class/Step	Effective Date

Classified Staff

G. New Hire:

Employee	Location	Position/Class/Step	Previous Monthly Salary	New Monthly Salary	Effective Date
Armstrong, Lisa	TDS	IA-I-SPED/10/3	N/A	\$907.76	11/1/2022
Bradley, Rachel	LEAPP	IA-Preschool/9/3	N/A	\$1,049.93	11/1/2022
Buckner, Maria	Riverview	CSS/8/1	N/A	\$1,143.18	11/1/2022
Gorman, Tanya	Lemon Crest	IA-III-SPED/14/1	N/A	\$1,778.00	11/1/2022
Irvin, Charo	TDS	IA-II-SPED/12/1	N/A	\$1,765.15	11/1/2022
Joyce, Richard	Maintenance	Skilled Maint Worker/29/7	N/A	\$4,880.83	11/1/2022

H. Rehires:

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

I. Change of Status/Location:

Employee	Location	Position/Class/Step	Previous Monthly Salary	New Monthly Salary	Effective Date
Larsen, Destiny	Riverview	IA-I-Sped/10/1	\$1,778.00	\$701.41	11/1/2022
Richardson, Jodi	Transportation	Trans/Asst/ School Bus Driver/22/7	\$2,824.73	\$4,243.89	11/1/2022

J. Resignations:

Employee	Location	Position	Reason	Effective Date
Stein, Alyson	Lemon Crest	IA-I-SPED	N/A	11/1/2022

K. Unpaid leave:

Employee	Location	Position/Class/Step	Effective Date

L. 39-Month Rehire :

Employee	Location	Position	Effective Date

M. Return from FMLA

Employee	Title	Start Date

RECOMMENDATION:

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

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: NOVEMBER 10, 2022

Agenda Item:

COMMERCIAL WARRANT LISTING SHEET – for the period 10/1/22 – 10/31/22

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):

\$1,607,841.86

Funding Source:

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

Addresses Emphasis Goal(s):

☐ **#1:** Academic Achievement

☐ **#2:** Social Emotional

☐ **#3:** Physical Environments

Recommended Action:

☐ **Informational**

☐ **Denial/Rejection**

☐ **Discussion**

☐ **Ratification**

☒ **Approval**

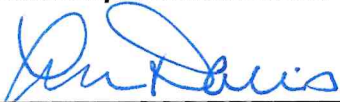
☐ **Explanation:** Click here to enter text.

☐ **Adoption**

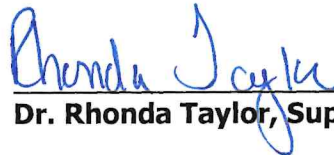
Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Lisa Davis, Assistant Superintendent



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member _____

BOARD WARRANT REPORT
10/1/2022-10/31/2022

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount Charged to Fund
0100	006207	PROJECT LEAD THE WAY	10/3/2022	PROJECT LEAD THE WAY PARTICIPA	950.00
0100	14941095	ACSA	10/3/2022	ACSA ACADEMIES - CURRICULUM &	1,395.00
0100	14941096	ALBERTSONS	10/3/2022	ESS SUPPLIES	36.13
0100	14941099	COMMITTEE FOR CHILDREN	10/3/2022	SCND STP POSTER AND CARD PACK	582.94
0100	14941100	CURRICULUM ASSOCIATES LLC	10/3/2022	CURRICULUM	375.97
0100	14941101	EAST PENN MFG CO	10/3/2022	TRANS SUPPLIES	207.85
0100	14941102	EDCO DISPOSAL CORPORATION	10/3/2022	MONTHLY DISPOSAL SERVICES	3,960.30
0100	14941105	GENERATION GENIUS, INC.	10/3/2022	LV-GENERATION GENIOUS 1 CLASSR	175.00
0100	14941106	NO TEARS LEARNING INC.	10/3/2022	HANDWRITING WITHOUT TEARS	411.29
0100	14941107	J TAYLOR EDUCATION, INC.	10/3/2022	JTAYLOR EDUCATION ICON CARD EN	718.69
0100	14941108	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	10/3/2022	MONTHLY COPIER CHARGES	1,554.61
0100	14941109	LAKESHORE LEARNING MATERIALS	10/3/2022	MAGNA TILES-DG547	844.51
0100	14941110	LAMAR TEXAS LIMITED PARTNERSHIP	10/3/2022	BILLBOARD	5,026.00
0100	14941111	McGRAW-HILL SCHOOL EDUCATION HOLDINGS	10/3/2022	EVERYDAY MATH HOME LINKS GRADE	355.32
0100	14941115	NATIONAL CONSTRUCTION RENTALS, INC.	10/3/2022	TEMPORARY PANELS	612.48
0100	14941116	NWEA	10/3/2022	MAP ACCELERATOR	7,762.50
0100	14941117	OFFICE DEPOT, INC.	10/3/2022	OFFICE SUPPLIES	57.05
0100	14941118	ONE STONE APPAREL INC	10/3/2022	TDS - DONATION-P.E.	1,154.49
0100	14941119	DAVIS CONSULTING CORPORATION	10/3/2022	Management Support	1,085.00
0100	14941120	PALOS SPORTS	10/3/2022	SUPPLIES	49.55
0100	14941121	PAYTON'S TRUE VALUE HARDWARE	10/3/2022	MOT SUPPLIES	1,026.06
0100	14941122	PEPSI-COLA	10/3/2022	LC - LOTTERY ADMIN	234.73
0100	14941124	SHRED IT	10/3/2022	VENDING	251.60
0100	14941125	SMART & FINAL	10/3/2022	ESS SUPPLIES	177.47
0100	14941126	SOUTHWEST SCHOOL & OFFICE SUPPLY	10/3/2022	LC - LOTTERY INSTRUCT'L	336.39
0100	14941127	SPARKLETT'S	10/3/2022	BOTTLED WATER SERVICE	137.33
0100	14941128	SPECIALIZED THERAPY SERVICES	10/3/2022	Psyc Services	20.00
0100	14941130	WELLS FARGO VENDOR FINANCIAL SERVICES	10/3/2022	MONTHLY COPIER CHARGES	383.74
0100	14941131	XEROX CORPORATION	10/3/2022	COPER CHARGES	2,045.28
0100	14942034	ALBERTSONS	10/6/2022	ESS SUPPLIES	128.45
0100	14942035	BEST BEST & KRIEGER	10/6/2022	Legal Services	592.20
0100	14942038	CURRIER & HUDSON	10/6/2022	SUPT/Superintendent	5,530.13
0100	14942039	CAJON VALLEY UNION SCHOOL DISTRICT	10/6/2022	INTER-SELPA - TR	31,661.18
0100	14942040	DION & SONS, INC.	10/6/2022	MONTHLY FUEL CHARGES	4,179.80
0100	14942043	GOPHER SPORT	10/6/2022	SCHOOL SUPPLIES	174.86
0100	14942044	HELIX WATER DISTRICT	10/6/2022	MONTHLY WATER	2,578.54
0100	14942045	IMAGINE LEARNING, INC.	10/6/2022	PROFESSIONAL DEVELOPMENT FOR T	6,510.00
0100	14942047	McGRAW-HILL SCHOOL EDUCATION HOLDINGS	10/6/2022	EVERYDAY MATH HOME LINKS GRADE	3,081.87
0100	14942051	PROFESSIONAL TUTORS OF AMERICA, INC.	10/6/2022	JUNE TUTORING SERVICES	820.00
0100	14942052	RACHEL'S CHALLENGE	10/6/2022	RACHEL'S CHALLENGE	3,600.00
0100	14942053	SAN DIEGO GAS & ELECTRIC	10/6/2022	MONTHLY GAS AND ELECTRIC	30,844.68
0100	14942055	SMART & FINAL	10/6/2022	ESS SUPPLIES	285.16

BOARD WARRANT REPORT
10/1/2022-10/31/2022

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount Charged to Fund
0100	14942056	SOUTHWEST SCHOOL & OFFICE SUPPLY	10/6/2022	SCHOOL SUPPLIES	2,471.99
0100	14942059	BORDER RECAPING, LLC	10/6/2022	TRANS/SPED	90.41
0100	14942060	U.S. BANK EQUIPMENT FINANCE	10/6/2022	MONTHLY COPIER CHARGES	156.80
0100	14942061	WAXIE SANITARY SUPPLY	10/6/2022	M&O/Custodial	807.09
0100	14942063	XEROX CORPORATION	10/6/2022	COPY CHARGES	513.10
0100	14943410	CENGAGE LEARNING	10/10/2022	INSIDE THE USA ASSESMENT HANDB	139.81
0100	14943411	CAL PACIFIC TRUCK CENTER, LLC	10/10/2022	TRANS/GEN ED	208.11
0100	14943414	LAKESIDE WATER DISTRICT	10/10/2022	MONTHLY WATER	1,023.49
0100	14943415	LEVEL LEARNING, INC.	10/10/2022	12 MONTH SUBSCRIPTION READING	5,700.00
0100	14943417	SCHOLASTIC INC	10/10/2022	ACTION / SCOPE	398.56
0100	14944547	ALLIANCE FOR AFRICAN ASSISTANCE	10/13/2022	SPED/640	210.00
0100	14944548	AMAZON CAPITAL SERVICES, INC.	10/13/2022	OFFICE/SCHOOL SUPPLIES	17.33
0100	14944549	AT&T	10/13/2022	MONTHLY HOT SPOTS	5,247.20
0100	14944551	GABRIELLE BOJORQUEZ (WEINBERG)	10/13/2022	INDUCTION REIMBURSEMENT	1,000.00
0100	14944552	CASBO	10/13/2022	CASBO/ BUSINESS TRAINING	560.00
0100	14944553	ARIANNA CASAS-LARA	10/13/2022	INDUCTION REIMBURSEMENT	1,000.00
0100	14944555	CALIFORNIA IT IN EDUCATION	10/13/2022	2022 CONFERENCE REGISTRATION:	1,000.00
0100	14944556	NICOLE CURTIS	10/13/2022	INDUCTION REIMBURSEMENT	1,000.00
0100	14944557	DEPARTMENT OF JUSTICE	10/13/2022	FINGERPRINTING	1,061.00
0100	14944559	KAREN GALVEZ DAVILLA	10/13/2022	INDUCTION REIMBURSEMENT	1,000.00
0100	14944560	ROSALBA HERRERA	10/13/2022	INDUCTION REIMBURSEMENT	1,000.00
0100	14944562	HOME DEPOT CREDIT SERVICES	10/13/2022	SUPPLIES	3,131.62
0100	14944563	DAYNAH HOOPER-ROBLEDO	10/13/2022	INDUCTION REIMBURSEMENT	1,000.00
0100	14944564	J TAYLOR EDUCATION, INC.	10/13/2022	DEPTH AND COMPLEX ICON CARDS	460.09
0100	14944566	LAKESHORE LEARNING MATERIALS	10/13/2022	BUILDING FLUENCY CARD BANK - G	343.66
0100	14944567	LAKESIDE WATER DISTRICT	10/13/2022	MONTHLY WATER	1,559.72
0100	14944568	LITERACY RESOURCES, LLC	10/13/2022	LV-MYHEGGERTY - SKU# 500022	178.00
0100	14944569	LOWE'S	10/13/2022	M&O/Maintenance	632.56
0100	14944570	DIANNA LUU	10/13/2022	INDUCTION REIMBURSEMENT	1,000.00
0100	14944571	CASEY MCNELLEN	10/13/2022	INDUCTION REIMBURSEMENT	1,000.00
0100	14944572	MONICA MELLO	10/13/2022	INDUCTION REIMBURSEMENT	1,000.00
0100	14944573	VERLET MONTANO	10/13/2022	INDUCTION REIMBURSEMENT	1,000.00
0100	14944575	NEW HAVEN YOUTH AND FAMILY SERVICES	10/13/2022	L. Surber	2,200.00
0100	14944576	GINA NUNEZ	10/13/2022	INDUCTION REIMBURSEMENT	1,000.00
0100	14944577	OFFICE DEPOT, INC.	10/13/2022	OFFICE/SCHOOL SUPPLIES	321.31
0100	14944578	PAR, INC.	10/13/2022	SUPPLIES	140.00
0100	14944579	BONNIE PARKER	10/13/2022	INDUCTION REIMBURSEMENT	1,000.00
0100	14944580	DELANEY PENDLETON	10/13/2022	INDUCTION REIMBURSEMENT	1,000.00
0100	14944581	PROFESSIONAL TUTORS OF AMERICA, INC.	10/13/2022	Tutoring	1,112.50
0100	14944582	MONICA QUINTAS GRIES	10/13/2022	INDUCTION REIMBURSEMENT	1,000.00
0100	14944583	RAYNE OF SAN DIEGO	10/13/2022	Water Service	70.00
0100	14944584	ROCHESTER 100, INC.	10/13/2022	ORANGE COMMUNICATION FOLDERS	971.50

BOARD WARRANT REPORT
10/1/2022-10/31/2022

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount Charged to Fund
0100	14944585	AYMARA AHUMADA RUIZ	10/13/2022	INDUCTION REIMBURSEMENT	1,000.00
0100	14944586	MELODY SATHER	10/13/2022	INDUCTION REIMBURSEMENT	1,000.00
0100	14944587	SOUTHWEST SCHOOL & OFFICE SUPPLY	10/13/2022	SCHOOL SUPPLIES	51.17
0100	14944588	LYNDSEY CLARK	10/13/2022	INDUCTION REIMBURSEMENT	1,000.00
0100	14944590	YUAN TAYGON	10/13/2022	INDUCTION REIMBURSEMENT	1,000.00
0100	14944591	VERIZON WIRELESS	10/13/2022	MONTHLY CELL SERVICE	2,882.22
0100	14944593	WESTERN FOOD SAFETY LLC	10/13/2022	SERVSAFE CLASS	2,180.00
0100	14944594	ISHUAN WU	10/13/2022	INDUCTION REIMBURSEMENT	1,000.00
0100	14946035	SAVVAS LEARNING COMPANY LLC	10/17/2022	HISTORY SOCIAL SCIENCE 2006 SP	2,625.69
0100	14946036	A&B SAW & LAWNMOWER SHOP	10/17/2022	M&O/Maintenance	586.05
0100	14946038	AGRICULTURAL PEST CONTROL	10/17/2022	M&O/Maintenance	730.00
0100	14946039	ALBERTSONS	10/17/2022	ESS SUPPLIES	188.75
0100	14946040	ALLIED REFRIGERATION INC	10/17/2022	M&O/Maintenance	196.50
0100	14946041	AMAZON CAPITAL SERVICES, INC.	10/17/2022	OFFICE/SCHOOL SUPPLIES	622.56
0100	14946042	APPLE INC.	10/17/2022	13-INCH MACBOOK PRO: APPLE M2	12,743.73
0100	14946043	A-Z BUS SALES INC.	10/17/2022	TRANS/SPED	142.55
0100	14946044	AZUMA TECH SYSTEMS INC.	10/17/2022	M&O/Maintenance	340.00
0100	14946045	CHELSEA BERTRAND	10/17/2022	INDUCTION REIMBURSEMENT	1,000.00
0100	14946046	VALERIE BRADD	10/17/2022	INDUCTION REIMBURSEMENT	1,000.00
0100	14946047	HERITAGE TRUCK PAINTING & AUTO COLLISION	10/17/2022	TRANSPORTATION	1,987.28
0100	14946048	MARY ELIZABETH BROTHERS	10/17/2022	INDUCTION REIMBURSEMENT	1,000.00
0100	14946049	CALIFORNIA ENVIRONMENTAL SOLUTIONS, INC	10/17/2022	ANNUAL OPACITY TESTING	7,575.00
0100	14946052	CENGAGE LEARNING	10/17/2022	INSIDE THE USA PRACTICE BOOK	1,533.43
0100	14946053	CLARK SECURITY PRODUCTS	10/17/2022	M&O/Maintenance	603.90
0100	14946054	COMMITTEE FOR CHILDREN	10/17/2022	2ND STEP	3,813.19
0100	14946055	CED-SAN DIEGO CONSOLIDATED ELECTRIC	10/17/2022	M&O/Maintenance	38.79
0100	14946056	COUNTY OF SAN DIEGO, DEH	10/17/2022	COUNTY OF SAN DIEGO - SMALL QU	160.00
0100	14946057	TYANA CULLEN	10/17/2022	INDUCTION REIMBURSEMENT	1,000.00
0100	14946058	DANNIS WOLIVER KELLEY	10/17/2022	Legal Services	2,338.00
0100	14946059	DATTEL SYSTEMS INCORPORATED	10/17/2022	VSPHERE ACAD BSC SNS PN#VCS7-S	2,053.00
0100	14946060	DEPT OF INDUSTRIAL RELATIONS	10/17/2022	DIR PENALTY FOR NON-COMPLIANCE	2,025.00
0100	14946061	DEPARTMENT OF JUSTICE	10/17/2022	FINGERPRINTING	652.00
0100	14946062	CAL PACIFIC TRUCK CENTER, LLC	10/17/2022	TRANS/GEN ED	920.07
0100	14946064	KENDALL ELLIOTT	10/17/2022	INDUCTION REIMBURSEMENT	1,000.00
0100	14946065	MORSCO SUPPLY, LLC	10/17/2022	M&O/Maintenance	11.98
0100	14946066	EYE PHONE CITY	10/17/2022	TECH/730	5,392.48
0100	14946067	GEARY PACIFIC SUPPLY	10/17/2022	M&O/Maintenance	108.11
0100	14946068	SUSAN HARTLEY	10/17/2022	INDUCTION REIMBURSEMENT	1,000.00
0100	14946069	HELIX WATER DISTRICT	10/17/2022	MONTHLY WATER	2,050.52
0100	14946070	HOUGHTON MIFFLIN HARCOURT	10/17/2022	Digital Subscription	4,723.03
0100	14946071	KIRK'S RADIATOR	10/17/2022	TRANS/Sped	387.12
0100	14946073	LAZEL	10/17/2022	22/23 RAZ KIDS PLUS 1 YEAR SUB	5,436.36

BOARD WARRANT REPORT
10/1/2022-10/31/2022

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount Charged to Fund
0100	14946074	McGRAW-HILL SCHOOL EDUCATION HOLDINGS	10/17/2022	CURRICULUM	3,273.58
0100	14946075	SYDNEY MOREHOUSE	10/17/2022	INDUCTION REIMBURSEMENT	1,000.00
0100	14946076	TERESA MOSTI	10/17/2022	INDUCTION REIMBURSEMENT	1,000.00
0100	14946077	NAN HAI CO INC., USA	10/17/2022	ICHINESEREACHER SCHOOL ACCOUNT	6,897.00
0100	14946079	Kelli Leves	10/17/2022	INDUCTION REIMBURSEMENT	1,000.00
0100	14946081	LAKESIDE UNION SCHOOL DISTRICT	10/17/2022	REVOLVING CASH	17,661.70
0100	14946082	SMART & FINAL	10/17/2022	ESS SUPPLIES	1,164.65
0100	14946083	SOUTHWEST SCHOOL & OFFICE SUPPLY	10/17/2022	TDS - LOTTERY INSTRUCT'L	10.13
0100	14946084	STARFALL EDUCATION	10/17/2022	CLASS MEMBERSHIP TO PROGRAM AP	550.00
0100	14946086	US AIR CONDITIONING DISTRIB.	10/17/2022	M&O/Maintenance	22.89
0100	14946087	WAXIE SANITARY SUPPLY	10/17/2022	M&O/Custodial	553.02
0100	14946088	WILKINSON HADLEY KING & CO LLP	10/17/2022	AUDIT EXPENSE BLANKET PO	10,920.00
0100	14947121	Barrett Joseph Braun	10/20/2022	INDUCTION REIMBURSEMENT	1,000.00
0100	14947122	A&B SAW & LAWNMOWER SHOP	10/20/2022	M&O/Maintenance	19.90
0100	14947123	ABABA BOLT	10/20/2022	M&O/Maintenance	29.41
0100	14947124	ABA EDUCATION FOUNDATION	10/20/2022	CHANGE ORDER - PO 8044 FOR ABA	6,698.45
0100	14947125	AGRICULTURAL PEST CONTROL	10/20/2022	M&O/Maintenance	730.00
0100	14947126	ALLIED REFRIGERATION INC	10/20/2022	M&O/Maintenance	1,061.89
0100	14947128	ANTON'S SERVICE INC.	10/20/2022	TRIM ALL TREES, TRIM PEPPER TR	9,500.00
0100	14947129	A-Z BUS SALES INC.	10/20/2022	TRANS/SPED	162.47
0100	14947130	AZUMA TECH SYSTEMS INC.	10/20/2022	M&O/Maintenance	10,442.50
0100	14947132	BEST VALUE GLASS	10/20/2022	M&O/Maintenance	26.94
0100	14947134	CI SOLUTIONS	10/20/2022	PRIMACY SIMPLEX EXPERT FIRE RE	2,142.10
0100	14947135	CALIFORNIA QUALITY PLASTICS	10/20/2022	OPEN PO	2,257.26
0100	14947136	CAL PACIFIC TRUCK CENTER, LLC	10/20/2022	TRANS/GEN ED	1,013.43
0100	14947137	DION & SONS, INC.	10/20/2022	MONTHLY FUEL CHARGES	4,380.89
0100	14947138	EAST PENN MFG CO	10/20/2022	M&O/Maintenance	121.16
0100	14947139	ELEVATOR PROFESSIONALS INC.	10/20/2022	CONTRACT # V2023-047 - 1 YEAR	500.00
0100	14947140	MORSCO SUPPLY, LLC	10/20/2022	M&O/Maintenance	55.89
0100	14947141	FOLLETT SCHOOL SOLUTIONS	10/20/2022	GLEN 2006 MEDIEVAL AND EARLY M	6,712.12
0100	14947142	GRAINGER	10/20/2022	M&O/Maintenance	66.95
0100	14947143	GLOBAL VENDING GROUP, INC.	10/20/2022	BOOKWOORM VENDING MACHINE NEW	7,039.00
0100	14947144	NO TEARS LEARNING INC.	10/20/2022	TK SP HANDWRITING W/O TEARS	822.56
0100	14947145	HORETH CONSTRUCTION CORPORATION	10/20/2022	TDS TRASH SLAB DEMO & REPLACEM	34,214.25
0100	14947146	IMPERIAL SPRINKLER SUPPLY, INC.	10/20/2022	M&O/Maintenance	80.82
0100	14947147	JUPITER ED, INC.	10/20/2022	JUPITER ED	2,370.00
0100	14947148	KIRK'S RADIATOR	10/20/2022	MOT SUPPLIES	305.21
0100	14947149	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	10/20/2022	MONTHLY COPIER CHARGES	171.12
0100	14947150	LAKESHORE LEARNING MATERIALS	10/20/2022	HARDWOOD BLOCKS	1,133.87
0100	14947151	LEADER SERVICES	10/20/2022	Reporting Services	2,125.00
0100	14947152	AUDREY LENT	10/20/2022	INDUCTION REIMBURSEMENT	1,000.00
0100	14947153	JOCELYN MCCULLOUGH	10/20/2022	Parent Mileage Reim	161.25

BOARD WARRANT REPORT
10/1/2022-10/31/2022

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount Charged to Fund
0100	14947154	NEW HAVEN YOUTH AND FAMILY SERVICES	10/20/2022	L. Surber	2,200.00
0100	14947156	OFFICE DEPOT, INC.	10/20/2022	OFFICE SUPPLIES	1,056.43
0100	14947157	O'REILLY AUTO PARTS	10/20/2022	MOT SUPPLIES	1,406.55
0100	14947160	SAN DIEGO GAS & ELECTRIC	10/20/2022	MONTHLY GAS AND ELECTRIC	1,590.37
0100	14947161	SEESAW LEARNING, INC.	10/20/2022	SEESAW CONTRACT # V2023-037	17,107.20
0100	14947163	SOLIAN HEALTH LLC	10/20/2022	1.0 FTE Psychologist	8,636.00
0100	14947164	SOUTHWEST SCHOOL & OFFICE SUPPLY	10/20/2022	SCHOOL SUPPLIES	225.27
0100	14947165	SPARKLETTES	10/20/2022	MONTHLY BOTTELED WATER	406.09
0100	14947166	HANNAH SPRAGUE	10/20/2022	INDUCTION REIMBURSEMENT	1,000.00
0100	14947167	THE PRINT BUTTON	10/20/2022	OFFICE STAFF BUSINESS CARDS	211.19
0100	14947168	BORDER RECAPING, LLC	10/20/2022	MOT SUPPLIES	333.22
0100	14947169	OCML, INC/THE STAGE DEPOT	10/20/2022	RV STAGE	15,516.83
0100	14947170	THERAPY TRAVELERS, LLC.	10/20/2022	Alyson Glandband, LEAPP	5,546.00
0100	14947171	US AIR CONDITIONING DISTRIB.	10/20/2022	M&O/Maintenance	359.98
0100	14947172	WAXIE SANITARY SUPPLY	10/20/2022	M&O/Custodial	16,069.68
0100	14947173	WELLS FARGO VENDOR FINANCIAL SERVICES	10/20/2022	MONTHLY COPIER CHARGES	83.32
0100	14948659	ACSA	10/24/2022	HR Academy	1,295.00
0100	14948660	ALLIED REFRIGERATION INC	10/24/2022	M&O/Maintenance	539.90
0100	14948662	ROCK AND BLOCK HARDSCAPE SUPPLY	10/24/2022	M&O/Maintenance	112.58
0100	14948663	ANYTHING GOES PROMOTIONS	10/24/2022	JACKETS	2,010.62
0100	14948664	APPLE INC.	10/24/2022	SPED Apps	5,000.00
0100	14948665	CRISP ENTERPRISES INC	10/24/2022	OPEN PO NTE 3000	1,406.80
0100	14948666	DATTEL SYSTEMS INCORPORATED	10/24/2022	AXIS P3247-LVE NETWORK CAMERA	791.96
0100	14948669	EXPLORE LEARNING LLC	10/24/2022	GIZMOS SCIENCE PROGRAM	3,450.00
0100	14948670	FULCRUM MANAGEMENT SOLUTIONS INC.	10/24/2022	SMALL ROOM (UP TO 5 LEADERS) C	13,230.00
0100	14948671	NO TEARS LEARNING INC.	10/24/2022	LV-TK SPANISH HANDWRITING KIT	411.28
0100	14948673	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	10/24/2022	MONTHLY COPIER CHARGES	3,890.07
0100	14948675	LEADER SERVICES	10/24/2022	Reporting Services	2,500.00
0100	14948676	NORTH COUNTY EDUCATIONAL PURCH CONSOR.	10/24/2022	CONSORTIUM MEMBERSHIP DUES 202	400.00
0100	14948677	OFFICE DEPOT, INC.	10/24/2022	OFFICE SUPPLIES	333.37
0100	14948678	DAVIS CONSULTING CORPORATION	10/24/2022	Management Support	1,085.00
0100	14948679	O'REILLY AUTO PARTS	10/24/2022	MOT SUPPLIES	12.38
0100	14948680	SAN DIEGO COUNTY OFFICE OF ED	10/24/2022	PRINTING FOR BENCHMARK BOOKLET	886.21
0100	14948681	SHRED IT	10/24/2022	SHREDDING SERVICE	125.80
0100	14948683	SOUTHWEST SCHOOL & OFFICE SUPPLY	10/24/2022	SCHOOL SUPPLIES	28.96
0100	14948684	THERAPY TRAVELERS, LLC.	10/24/2022	Alyson Glandband, LEAPP	1,041.00
0100	14948685	VENTURA COUNTY OFFICE of EDUCATION	10/24/2022	WORKSHOP	100.00
0100	14948687	XEROX CORPORATION	10/24/2022	COPY CHARGES	590.55
0100	14949813	ATKINSON, ANDELSON, LOYA, RUUD AND ROMO	10/26/2022	BS 2022/23	449.00
0100	14949814	ACHIEVE3000	10/26/2022	ACHIEVE3000 - DREAM ACADEMY 22	3,857.00
0100	14949816	CC AUTISM SPECTRUM CONSULTANT LLC	10/26/2022	Caryn Cole	8,400.00
0100	14949817	CINTAS CORPORATION	10/26/2022	MOT UNIFORMS	1,144.49

BOARD WARRANT REPORT
10/1/2022-10/31/2022

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount Charged to Fund
0100	14949818	CLIMATEC, INC.	10/26/2022	Closed HVAC/ESSER 2021-22	416,766.90
0100	14949819	DEMCO, INC.	10/26/2022	BOX NON-GLARE LABLE PROTECTORS	118.86
0100	14949820	DEPARTMENT OF JUSTICE	10/26/2022	FINGERPRINTING	784.00
0100	14949822	SAN DIEGO COUNTY SCHOOL FBC	10/26/2022	JULY - OCTOBER 2022 COBRA	404.93
0100	14949823	PATRICIA FERNANDEZ	10/26/2022	TRAVEL EXPENSE	84.58
0100	14949825	JAMES S HUGE	10/26/2022	CONSULTING	11,484.63
0100	14949826	INSTITUTE FOR EFFECTIVE EDUCATION	10/26/2022	McCullough Education	5,310.00
0100	14949827	JANUS CORPORATION	10/26/2022	KITCHEN INFRASTRUCTURE	5,885.00
0100	14949829	LAKESIDE WATER DISTRICT	10/26/2022	MONTHLY WATER FEES	5,824.90
0100	14949830	LAMAR TEXAS LIMITED PARTNERSHIP	10/26/2022	BILLBOARD	3,850.00
0100	14949831	LEADER SERVICES	10/26/2022	Medi-Cal Reporting Services	74.90
0100	14949832	MISSION FEDERAL CREDIT UNION	10/26/2022	P CARDS	10,141.41
0100	14949833	NWEA	10/26/2022	LICENSES FOR MAPS ACCELERATOR	416.25
0100	14949834	OFFICE DEPOT, INC.	10/26/2022	OFFICE SUPPLIES	17.23
0100	14949835	PAYTON'S TRUE VALUE HARDWARE	10/26/2022	MOT SUPPLIES	1,065.50
0100	14949836	NEW DIRECTIONS SOLUTIONS, LLC	10/26/2022	Nicole Carnevali, LV	18,128.00
0100	14949837	PECK'S HEAVY FRICTION INC	10/26/2022	TRANS/GEN Ed	197.91
0100	14949838	ANDREA PRECIADO	10/26/2022	INDUCTION REIMBURSEMENT	1,000.00
0100	14949839	RUPE CONSULTING SERVICES, LLC	10/26/2022	CATEGORY 1-ERATE ACTIVITY 7/1/	3,635.50
0100	14949840	SAN DIEGO GAS & ELECTRIC	10/26/2022	MONTHLY GAS AND ELECTRIC	145,359.35
0100	14949841	SCHOOL SERVICES OF CA, INC	10/26/2022	ATTENDANCE ACCOUNTING WEBINAR	275.00
0100	14949842	STEIN EDUCATION CENTER	10/26/2022	Gattrell Education	12,263.16
0100	14949843	SCHOOL FACILITY CONSULTANTS	10/26/2022	MODERNIZATION ELIGIBILITY UNDE	275.00
0100	14949844	SOLIANT HEALTH LLC	10/26/2022	1.0 FTE Psychologist	4,573.00
0100	14949845	SOUTHWEST SCHOOL & OFFICE SUPPLY	10/26/2022	RV - LOTTERY INSTRUCT'L	448.24
0100	14949847	SYCAMORE LANDFILL	10/26/2022	M&O/Maintenance	327.93
0100	14949851	THE PRINT BUTTON	10/26/2022	SUPT/610	203.52
0100	14949852	THERAPY TRAVELERS, LLC.	10/26/2022	Alyson Glandband, LEAPP	3,525.00
0100	14949854	VEBA	10/26/2022	JULY-OCT 2022 VEBA	10,197.00
0100	14949855	VISTA HILL FOUNDATION	10/26/2022	2.0 FTE Registered Clinician	35,580.00
0100	14949856	WELLNESS TOGETHER INC.	10/26/2022	Summer Services - Contract Rem	7,192.32
0100	14951264	ALBERTSONS	10/31/2022	SUPPLIES	286.53
0100	14951265	AMAZON CAPITAL SERVICES, INC.	10/31/2022	SUPPLIES	10,880.52
0100	14951267	AUSTIN WOLLITZ	10/31/2022	INDUCTION REIMBURSEMENT	1,000.00
0100	14951268	CPI	10/31/2022	CPI - TRAINING FOR ALEJANDRA G	7,798.00
0100	14951268	CPI	10/31/2022	CPI INVOICE CUS0310782	3,899.00
0100	14951269	EDCO DISPOSAL CORPORATION	10/31/2022	MONTHLY DISPOSAL SERVICES	3,987.30
0100	14951270	HOLLY VANCE KING	10/31/2022	INDUCTION REIMBURSEMENT	1,000.00
0100	14951271	MIRIAM ALVAREZ	10/31/2022	INDUCTION REIMBURSEMENT	1,000.00
0100	14951272	SMART & FINAL	10/31/2022	ESS SUPPLIES	316.22
0100	14951273	JESSICA STROMAN	10/31/2022	INDUCTION REIMBURSEMENT	1,000.00
0100	14951274	T-MOBILE	10/31/2022	USE FIRST/0980 TECH	1,616.00

BOARD WARRANT REPORT
10/1/2022-10/31/2022

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount Charged to Fund
0100	14951275	THOMAS BOSWORTH	10/31/2022	INDUCTION REIMBURSEMENT	1,000.00
0100	14951276	WAXIE SANITARY SUPPLY	10/31/2022	M&O/Custodial	386.92
0100 TOTAL				GENERAL	1,247,556.50
0800	14946081	LAKESIDE UNION SCHOOL DISTRICT	10/17/2022	RCF	1,440.57
0800	14951265	AMAZON CAPITAL SERVICES, INC.	10/31/2022	LMS - ASB	2,303.20
0800 TOTAL				ASB	3,743.77
1200	14941102	EDCO DISPOSAL CORPORATION	10/3/2022	MONTHLY DISPOSAL SERVICES	160.37
1200	14941127	SPARKLETTS	10/3/2022	Bottled Water	16.58
1200	14942053	SAN DIEGO GAS & ELECTRIC	10/6/2022	MONTHLY GAS AND ELECTRIC	941.50
1200	14946072	LAKESHORE LEARNING MATERIALS	10/17/2022	State PreK	6,173.15
1200	14946081	LAKESIDE UNION SCHOOL DISTRICT	10/17/2022	RCF	440.37
1200	14947162	SMART & FINAL	10/20/2022	ESS SUPPLIES	474.48
1200	14947165	SPARKLETTS	10/20/2022	Bottled Water	45.46
1200	14948674	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	10/24/2022	MONTHLY COPIER CHARGES	75.59
1200	14948686	WELLS FARGO VENDOR FINANCIAL SERVICES	10/24/2022	MONTHLY COPIER CHARGES	106.82
1200	14949840	SAN DIEGO GAS & ELECTRIC	10/26/2022	MONTHLY GAS AND ELECTRIC	1,755.94
1200	14951265	AMAZON CAPITAL SERVICES, INC.	10/31/2022	CAMP SUPPLIES	4,816.26
1200	14951269	EDCO DISPOSAL CORPORATION	10/31/2022	MONTHLY DISPOSAL SERVICES	160.37
1200 TOTAL				CHILD DEVELOPMENT	15,166.89
1300	14941121	PAYTON'S TRUE VALUE HARDWARE	10/3/2022	CN/770	15.59
1300	14941129	TRIDENT BEVERAGE, INC.	10/3/2022	CN/Snack	2,000.00
1300	14942037	COZZINI BROS, INC	10/6/2022	CN/770	36.00
1300	14942040	DION & SONS, INC.	10/6/2022	CN/770	729.04
1300	14942041	GOLD STAR FOODS INC	10/6/2022	FOOD	36,851.32
1300	14942046	dba HEARTLAND SCHOOL SOLUTIONS	10/6/2022	CN/770	1,730.89
1300	14942048	P&R PAPER SUPPLY COMPANY, INC.	10/6/2022	CN/770	4,769.51
1300	14942049	INDIVIDUAL FOODSERVICE	10/6/2022	CN/770	1,556.45
1300	14942055	SMART & FINAL	10/6/2022	CN/Broadline	126.66
1300	14942057	LOEWY ENTERPRISES/SUNRISE PRODUCE CO	10/6/2022	PRODUCE	19,534.97
1300	14942058	TEMPERATURE DESIGN REFRIGERATION	10/6/2022	CN/770	346.25
1300	14943412	GOLD STAR FOODS INC	10/10/2022	FOOD	27,752.62
1300	14943418	WEBB'S RV SUPPLY	10/10/2022	CN/770500	27.43
1300	14944549	AT&T	10/13/2022	HOT SPOT	34.16
1300	14944550	BERNARD FOOD INDUSTRIES, INC.	10/13/2022	SEASONINGS	785.87
1300	14944554	CHEMSEARCH	10/13/2022	CN/770	521.11
1300	14944558	DION & SONS, INC.	10/13/2022	MONTHLY FUEL CHARGES	374.40
1300	14944561	HOLLANDIA DAIRY	10/13/2022	MONTHLY MILK	27,287.06
1300	14944565	K GRAPHICS POSTERS	10/13/2022	CN/770	402.00
1300	14944589	LOEWY ENTERPRISES/SUNRISE PRODUCE CO	10/13/2022	PRODUCE	1,938.87
1300	14944591	VERIZON WIRELESS	10/13/2022	CELL SERVICE	49.96
1300	14946063	DION & SONS, INC.	10/17/2022	FUEL	729.04
1300	14946078	P&R PAPER SUPPLY COMPANY, INC.	10/17/2022	CN/770	148.48

BOARD WARRANT REPORT
10/1/2022-10/31/2022

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount Charged to Fund
1300	14946081	LAKESIDE UNION SCHOOL DISTRICT	10/17/2022	RCF	158.45
1300	14946082	SMART & FINAL	10/17/2022	CN/Broadline	33.54
1300	14946085	SYSCO FOODS SERVICES	10/17/2022	CN/Broadline	1,977.46
1300	14947137	DION & SONS, INC.	10/20/2022	FUEL	477.34
1300	14947165	SPARKLETTS	10/20/2022	Bottled Water	23.65
1300	14948667	DOMINO'S PIZZA	10/24/2022	MONTHLY PIZZA CHARGES	18,205.60
1300	14948668	ECOLAB FOOD SAFETY SPECIALTIES	10/24/2022	ECOLAB-THERMOMETERS	178.43
1300	14948672	K GRAPHICS POSTERS	10/24/2022	CN/770	402.00
1300	14948682	SMART & FINAL	10/24/2022	CN/Broadline	76.33
1300	14949817	CINTAS CORPORATION	10/26/2022	UNIFORMS	206.56
1300	14949832	MISSION FEDERAL CREDIT UNION	10/26/2022	P CARDS	658.71
1300	14949835	PAYTON'S TRUE VALUE HARDWARE	10/26/2022	CN/770	42.55
1300	14949848	SYSCO FOODS SERVICES	10/26/2022	CN/Broadline	1,704.93
1300	14949849	TRIDENT BEVERAGE, INC.	10/26/2022	CN/Snack	750.00
1300	14951265	AMAZON CAPITAL SERVICES, INC.	10/31/2022	CN/Admin	3,093.43
1300 TOTAL				CHILD NUTRITION	155,736.66
2139	14947155	NINYO & MOORE	10/20/2022	AUGUST GEOTECHNICAL AND MATERI	1,652.00
2139	14948661	ALPHA STUDIO DESIGN GROUP	10/24/2022	LF Architect Remaining Fees	2,043.75
2139	14949821	ESR CONSTRUCTION INC.	10/26/2022	TDS GYM Materials Package Bill	62,339.50
2139	14949824	MGT OF AMERICA, LLC	10/26/2022	FACILITY SUPPORT SERVICES BLAN	6,600.00
2139	14949828	JOHNSTON TRACTOR, INC.	10/26/2022	TDS Gym Retainage	26,795.88
2139	14949846	STUDIOWC	10/26/2022	PROGRESS BILING TDS GYM	6,869.65
2139	14949850	TELACU CONSTRUCTION MANAGEMENT, INC	10/26/2022	CONSTRUCTION MANAGEMENT SERVIC	3,320.00
2139 TOTAL				BOND	109,620.78
2519	006206	PACIFIC MOBILE STRUCTURES, INC.	10/3/2022	Trailer Rental	1,696.00
2519 TOTAL				CAPITAL FACILITIES	1,696.00
6200	14941103	EXPLORE LEARNING LLC	10/3/2022	BICS	1,560.51
6200	14941104	FRANKLIN COVEY	10/3/2022	BICS CONSULTANTS AND GUIDES	3,966.91
6200	14942054	SAN DIEGO SOFTWASH, LLC	10/6/2022	PLAYGROUND CLEANING	678.00
6200	14943416	READ NATURALLY INC	10/10/2022	CURRICULUM	1,150.00
6200	14946080	PROCOPIO CORY HARGREAVES	10/17/2022	PROFESSIONAL SERVICES	38.50
6200	14947127	AMAZON CAPITAL SERVICES, INC.	10/20/2022	BICS AMAZON	2,671.60
6200	14947131	BARONA BAND OF MISSION INDIANS	10/20/2022	FACILITY RENTAL 7/1-9/30/2022	16,625.00
6200	14949853	U.S. BANK CORPORATE PYMT SYS	10/26/2022	BICS CREDIT CHARGES	1,387.45
6200 TOTAL				BARONA CHARTER	28,077.97
6201	006274	ARBITERPAY TRUST ACCOUNT	10/5/2022	ARBITER	3,449.00
6201	14941097	BLICK ART MATERIALS	10/3/2022	SUPPLIES	85.13
6201	14941098	CAROLINA BIOLOGICAL SUPPLY	10/3/2022	SUPPLIES	734.51
6201	14941102	EDCO DISPOSAL CORPORATION	10/3/2022	MONTHLY DISPOSAL SERVICES	206.39
6201	14941112	MIKE FARMER ENTERTAINMENT	10/3/2022	GRADUATION CEREMONY	300.00
6201	14941113	MPS	10/3/2022	FOUNDATION OF LANGUAGE AND LIT	606.22
6201	14941123	PITNEY BOWES INC.	10/3/2022	LEASE INVOICE	104.94

BOARD WARRANT REPORT
10/1/2022-10/31/2022

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount Charged to Fund
6201	14941127	SPARKLETTS	10/3/2022	RVCS- Bottled Water	156.13
6201	14942036	CALIFORNIA COAST CREDIT UNION	10/6/2022	CREDIT CARD	313.10
6201	14942050	PITNEY BOWES INC.	10/6/2022	SUPPLIES (RED INK CARTRIDGE)	64.10
6201	14942053	SAN DIEGO GAS & ELECTRIC	10/6/2022	MONTHLY GAS AND ELECTRIC	3,349.15
6201	14942056	SOUTHWEST SCHOOL & OFFICE SUPPLY	10/6/2022	SCHOOL/OFFICE SUPPLIES	396.24
6201	14942062	XEROX FINANCIAL SERVICES, LLC	10/6/2022	COPIER CHARGES	1,470.39
6201	14944549	AT&T	10/13/2022	RVCS	174.43
6201	14944562	HOME DEPOT CREDIT SERVICES	10/13/2022	RVCS	835.49
6201	14944574	MPS	10/13/2022	EXAMVIEW ASSESSEMENT SUITE FOR	8,064.52
6201	14944592	WAXIE SANITARY SUPPLY	10/13/2022	OPEN PURCHASE ORDER FOR THE SY	111.74
6201	14946037	ACCREDITING COMMISSION FOR SCHOOLS	10/17/2022	ANNUAL ACCREDIATION MEMBERSHIP	1,130.00
6201	14946050	CAROLINA BIOLOGICAL SUPPLY	10/17/2022	OPEN PURCHASE ORDER FOR THE SY	47.94
6201	14946051	CCSA	10/17/2022	MEMBERSHIP (FULL YEAR)	3,062.50
6201	14946081	LAKESIDE UNION SCHOOL DISTRICT	10/17/2022	RCF	257.50
6201	14946088	WILKINSON HADLEY KING & CO LLP	10/17/2022	PROGRESS BILL FOR 2021-22 70%	3,300.00
6201	14947133	BLICK ART MATERIALS	10/20/2022	CLASS SUPPLIES	43.44
6201	14947159	PITNEY BOWES INC.	10/20/2022	LEASE	231.20
6201	14947165	SPARKLETTS	10/20/2022	RVCS- Bottled Water	188.62
6201	14947174	XEROX FINANCIAL SERVICES, LLC	10/20/2022	COPIER CHARGES	1,470.39
6201	14948683	SOUTHWEST SCHOOL & OFFICE SUPPLY	10/24/2022	OFFICE/SCHOOL SUPPLIES	193.55
6201	14948688	YOUNG, MINNEY & CORR LLP	10/24/2022	PROFESSIONAL SERVICES	1,491.10
6201	14948689	ZOOM VIDEO COMMUNICATIONS, INC.	10/24/2022	ZOOM MEETING	1,800.00
6201	14949815	BRIGHAM YOUNG UNIVERSITY	10/26/2022	C/O ORDER INCREASE PO#8438	6,160.00
6201	14949840	SAN DIEGO GAS & ELECTRIC	10/26/2022	GAS AND ELECTRIC	6,239.18
6201	14951269	EDCO DISPOSAL CORPORATION	10/31/2022	DIPOSAL	206.39
6201 TOTAL				RIVER VALLEY CHARTER	46,243.29
				GRAND TOTAL	1,607,841.86

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: NOVEMBER 10, 2022

Agenda Item:

REVOLVING CASH FUND 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):

\$ 22,262.11

Funding Source:

GENERAL FUND, DONATION ACCOUNTS, ETC.

Addresses Emphasis Goal(s):

☐ **#1:** Academic Achievement

☐ **#2:** Social Emotional

☐ **#3:** Physical Environments

Recommended Action:

☐ **Informational**

☐ **Denial/Rejection**

☐ **Discussion**

☐ **Ratification**

☒ **Approval**

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

☐ **Adoption**

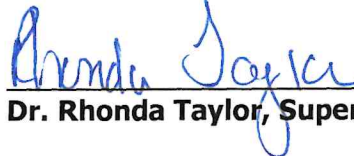
Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Lisa Davis, Assistant Superintendent



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member _____

LAKESIDE UNION SCHOOL DISTRICT
RCF 2223-006 THRU RCF 2223-007

Date	Ck #	Name	Memo/Description	Check Amount
10/3/2022	39956	MONICA MELLO	CONFERENCE MILEAGE	52.50
10/3/2022	39957	LENNY CORREIA	CONFERENCE MILEAGE	41.25
10/3/2022	39958	SHARON ARMSTRONG	CONFERENCE MILEAGE	79.12
10/3/2022	39959	KAREN GALVEZ	CONFERENCE MILEAGE	52.12
10/3/2022	39960	KELSEY THOMAS	CONFERENCE MILEAGE	63.37
10/3/2022	39961	MARIBELLE NUNEZ	CONFERENCE MILEAGE	30.75
10/3/2022	39962	MICKI KING	CONFERENCE MILEAGE	80.62
10/3/2022	39963	EVY BACA	CONFERENCE MILEAGE	51.75
10/3/2022	39964	MONICA GRIES	CONFERENCE MILEAGE	146.63
10/3/2022	39965	JERRED MURPHY	ESS FIELD TRIP	2,914.04
10/3/2022	39966	JANA PAPER	CLASSROOM SUPPLIES	85.99
10/3/2022	39967	BETH SANFORD	EL SLIDES	276.00
10/3/2022	39968	AMANDA BENDER	CLASSROOM SUPPLIES	99.00
10/3/2022	39969	LISA DEROSIER	REFERSHMINTS FOR MEETING	67.45
10/3/2022	39970	KIM MINDEN	CLASSROOM SUPPLIES	48.78
10/3/2022	39971	KRISTIE SUMMERS	MUFFIN SUPPLIES	76.94
10/3/2022	39972	CINDY HILLIKER	CLASSROOM SUPPLIES	112.05
10/3/2022	39973	KIP FRAZER	CLASSROOM SUPPLIES	64.45
10/3/2022	39974	CLIFFORD MULL	ASB PRIZED, AWARDS, INCENT	1,400.57
10/3/2022	39975	RICHARD BENZING	KEYS	16.24
10/3/2022	39976	LUCRETIA BROWNING	WELCH'S ICE POPS	25.98
10/3/2022	39977	STEVE HUNSBERGER	SCIENCE SUPPLIES	241.26
10/3/2022	39978	DANIELLE CLARK	SPED WELCOME BACK	152.15
10/3/2022	39979	JENNIFER MARTIGNETTI	CLASSROOM SUPPLIES	142.88
10/3/2022	39980	MARISSA FROST	CLASSROOM SUPPLIES	126.03
10/3/2022	39981	BRANDY DELYSER	CLASSROOM SUPPLIES	182.79
10/3/2022	39982	KASEY HAYNES	CLASS/VISUAL SUPPORT	235.99
10/3/2022	39983	MARY BROTHERS	CLASS SUPPLIES	556.59
10/3/2022	39984	KELLY MORRISSEY	FANS	106.00
10/3/2022	39985	ROBYN BOWMAN	DVD PLAYER AND DVDS	165.37
10/3/2022	39986	YUAN TAYGON	CLASS SUPPLIES	54.63
10/3/2022	39987	HOLLY VANCE KING	CLASS SUPPLIES	85.69
10/3/2022	39988	LINDSAY VILDBILL	REEDS	106.65
10/3/2022	39989	SHEILA MADDOX	CLASS SUPPLIES	103.76
10/3/2022	39990	SHAWN WILLIAMS	SCHOOL SUPPLIES	36.40
10/3/2022	39991	PAULA GILCHRIST	CLASS SUPPLIES	103.25
10/3/2022	39992	AMYMARA AHUMADA RUIZ	CLASS SUPPLIES	48.95
10/3/2022	39993	LEONARD CORREIA	CLASSROOM SUPPLIES	215.96
10/3/2022	39994	MICHELE SCHRADER	REFUND LUNCH ACCOUNT	34.50
10/3/2022	39995	KERRY STRONG	CLASSROOM SUPPLIES	94.16
10/3/2022	39996	TIMOTHY HOLBROOK	REFUND REG FEE	75.00
10/3/2022	39997	RHEA PEREZ	REFUND LUNCH ACCOUNT	27.01
10/3/2022	39998	CRYSTAL PUGH	REFUND LUNCH ACCOUNT	20.00
10/3/2022	39999	JESICA BAKKER	REFUND LEAPP FEES	94.00
10/4/2022	40000	AMY GALEANO	SEPT 2022 PAY	3,893.66
10/10/2022	40001	JIM ROSA	AUG 2022 4 DAYS-EWA 11658	2,191.80
10/17/2022	40002	Geneva Pepe	Sept 2022 Payroll	597.54
10/19/2022	40003	VOID	-	-
10/19/2022	40004	Fortuna Union High School	AG New Professionals Institute	298.00
10/21/2022	40005	DANIELLE LOPEZ	BALLET BARRE SUPPLIES	296.05
10/21/2022	40006	STEVE MULL	FFA LEADERSHIP CAMP	320.00
10/21/2022	40007	LINDA MITZEL	CLASS SUPPLIES	46.48
10/21/2022	40008	RICHARD BENZING	SCHOOL SUPPLIES	50.62

Date	Ck #	Name	Memo/Description	Check Amount
10/21/2022	40009	MICHAEL BISHOP	CURRICULUM	3.50
10/21/2022	40010	YARISEL BLUMKA	SUPPLIES	87.15
10/21/2022	40011	GABRIELLE BOJORQUEZ	CLASS SUPPLIES	125.23
10/21/2022	40012	LORI BROWN	CLASSROOM SUPPLIES	121.01
10/21/2022	40013	NATHAN BURD	CLASSROOM SUPPLIES	157.90
10/21/2022	40014	ANDREW CABLE	CLASSROOM SUPPLIES	121.51
10/21/2022	40015	STACY CLARK	INK FOR PRINTER	17.77
10/21/2022	40016	KIP FRAZER	CLASSROOM SUPPLIES	43.21
10/21/2022	40017	LAURIE GALLAMORE	CURRICULUM	120.99
10/21/2022	40018	HEATHER GILMORE	CLASSROOM SUPPLIES	66.48
10/21/2022	40019	DAYNAH HOOPER-ROBLEDO	CLASSROOM SUPPLIES	208.86
10/21/2022	40020	MICKI KING	NOVELS	156.60
10/21/2022	40021	BRAD LAPPING	SCIENCE CLASS SUPPLIES	41.53
10/21/2022	40022	AUDREY LENT	SUPPLIES AND SNACKS	225.30
10/21/2022	40023	KELLI MORRISSEY	COOKING PROJECT SUPPLIES	32.55
10/21/2022	40024	JERRED MURPHY	COOKING CLUB SUPPLIES	68.48
10/21/2022	40025	PEGGY OVERLAND MCKAY	COOKING SUPPLIES	61.15
10/21/2022	40026	BRENDA POTTS	SUPPLIES	53.81
10/21/2022	40027	LESLIE PROCTER	SUPPLIES	4.04
10/21/2022	40028	DAHLIA RINK	SUPPLIES	41.97
10/21/2022	40029	KAREN SAAKE	SUPPLIES	49.70
10/21/2022	40030	PATRICIA SMITH	SUPPLIES	74.78
10/21/2022	40031	JULIE STRATE	SUPPLIES	217.14
10/21/2022	40032	JESSICA STROMAN	SUPPLIES	37.23
10/21/2022	40033	SAMANTHA TAYLOR	BEDDING FOR ESS PET	19.38
10/21/2022	40034	LINDSAY VILDIBILL	BAND CLOTHES	1,842.53
10/21/2022	40035	DIANA WHITE	ESS SUPPLIES	28.72
10/21/2022	40036	JACOB WALLER	CLASSROOM SUPPLIES	268.55
10/21/2022	40037	ASHLEIGH WYATT	BOOKSHELF AND SUPPLIES	168.71
10/21/2022	40038	KERI WUTZKE	BS SUPPLIES	63.56
10/21/2022	40039	RACHEL CAMARERO	LUNCH FOR NEGOTIATIONS	59.00
10/25/2022	40040	PUTHEARA KHY	ESS PARENT REFUND	100.00
10/31/2022	40041	CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION	QTR 3 DIESEL TAX RETURN	26.00
10/31/2022	40042	CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION	QTR 3 SALES AND USE TAX	1,059.00

\$ 22,262.11

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: November 10, 2022

Agenda Item:

Ratification of Purchase Orders and Change Orders Listing (October 1, 2022 to October 30, 2022)

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

The Governing Board must ratify all purchase orders and change orders that have been created pursuant to the authority granted under Education Code 17605 and Board Policy 3300 that authorizes staff to purchase supplies, materials, equipment, and services up to the amounts specified in Public Contract Code 20111. In addition, the Governing Board should review and ratify all purchase orders and change orders October 1, 2022 to October 30, 2022 is attached.

Fiscal Impact (Cost):

\$846,093.17

Funding Source:

General Fund Total: \$332,242.06, Child Development Total: \$75,600, Child Nutrition Total: \$2,306.24, Bond Fund Total: \$288,084.87, Special Reserve Fund for Capital Projects: \$147,860.00

Addresses Emphasis Goal(s):

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

Recommended Action:

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

Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Lisa Davis, Assistant Superintendent

Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member _____

OCT 2022 PURCHASE ORDERS

PO No.	Supplier	PO Ref	Fund	Site/Dept	Total
0000008481	COUNTY OF SAN DIEGO, DEH	SMALL QUANTITY MEDICAL WASTE	0100	Health Services	160.00
0000008482	EXPLORE LEARNING LLC	EL ORDER # 00135790	0100	Lakeside Middle School	3,450.00
0000008483	AMAZON CAPITAL SERVICES, INC.	FURNITURE / PICTURE FRAMES	0100	Pupil Services	486.24
0000008484	MISSION IMPRINTABLES, INC	2022/23 STAFF SHIRTS	0100	ESS/ASES/PreSchool	1,665.00
0000008484	MISSION IMPRINTABLES, INC	2022/23 STAFF SHIRTS	0100	ESS/ASES/PreSchool	1,670.00
0000008484	MISSION IMPRINTABLES, INC	2022/23 STAFF SHIRTS	0100	ESS/ASES/PreSchool	1,665.00
0000008487	SAN DIEGO COUNTY OFFICE OF ED	TRAINING THE TRAINERS	0100	Riverview	120.00
0000008487	SAN DIEGO COUNTY OFFICE OF ED	TRAINING THE TRAINERS	0100	Riverview	130.00
0000008490	SCHOOL SERVICES OF CA, INC	Position Control-SSC 11/9	0100	Business Services	195.00
0000008491	ANYTHING GOES PROMOTIONS	SCJackets	0100	Lakeside Middle School	1,933.04
0000008491	ANYTHING GOES PROMOTIONS	SCJackets	0100	Lakeside Middle School	77.58
0000008492	HATCH & CESARIO, ATTORNEYS - AT- LAW	Webinar - SPED Charter Laws	0100	Special Education	275.00
0000008495	CASBO	CASBO/BUSINESS TRAINING	0100	Child Nutrition	560.00
0000008496	CPI	CPI - TRAINING FOR ALEJANDRA G	0100	Special Education	7,798.00
0000008497	RADY CHILDREN'S HOSPITAL	RADY'S INVOICE #ADOS9.2022-00	0100	Psychology Services	3,307.50
0000008498	CERTIFIED MOBILE SHRED	SHRED	0100	Tierra Del Sol	80.81
0000008499	CENGAGE LEARNING	INSIDE THE USA ASSESSMENT HAND	0100	Tierra Del Sol	139.81
0000008501	INDUSTRIAL RUBBER SUPPLY, INC.	2022/23 TRANS GEN & SPED	0100	Transportation	500.00
0000008501	INDUSTRIAL RUBBER SUPPLY, INC.	2022/23 TRANS GEN & SPED	0100	Transportation	500.00
0000008502	HOPSKIPDRIVE, INC.	Hardship Transportation 2223SY	0100	Education Services	1,000.00
0000008502	HOPSKIPDRIVE, INC.	Hardship Transportation 2223SY	0100	Pupil Services	4,000.00
0000008503	SCHOOL SERVICES OF CA, INC	GOVERNORS BUDGET WORKSHOP LISA	0100	Business Services	295.00
0000008503	SCHOOL SERVICES OF CA, INC	GOVERNORS BUDGET WORKSHOP LISA	0100	Business Services	295.00
0000008504	DEPARTMENT OF JUSTICE	2022/23 H.R.	0100	Human Resources	7,200.00
0000008505	SCHOLASTIC CLASSROOM MAGAZINES	LF - Classroom Magazines	0100	Lakeside Farms	3,711.18
0000008505	SCHOLASTIC CLASSROOM MAGAZINES	LF - Classroom Magazines	0100	Lakeside Farms	371.12
0000008506	PROJECT LEAD THE WAY	FORCEPS,FINE-POINT WITH GUIDE	0100	Tierra Del Sol	48.49
0000008506	PROJECT LEAD THE WAY	FORCEPS,FINE-POINT WITH GUIDE	0100	Tierra Del Sol	964.36
0000008506	PROJECT LEAD THE WAY	FORCEPS,FINE-POINT WITH GUIDE	0100	Tierra Del Sol	397.87
0000008506	PROJECT LEAD THE WAY	FORCEPS,FINE-POINT WITH GUIDE	0100	Tierra Del Sol	7.81
0000008506	PROJECT LEAD THE WAY	FORCEPS,FINE-POINT WITH GUIDE	0100	Tierra Del Sol	538.75
0000008506	PROJECT LEAD THE WAY	FORCEPS,FINE-POINT WITH GUIDE	0100	Tierra Del Sol	40.41
0000008506	PROJECT LEAD THE WAY	FORCEPS,FINE-POINT WITH GUIDE	0100	Tierra Del Sol	67.07
0000008506	PROJECT LEAD THE WAY	FORCEPS,FINE-POINT WITH GUIDE	0100	Tierra Del Sol	64.65
0000008506	PROJECT LEAD THE WAY	FORCEPS,FINE-POINT WITH GUIDE	0100	Tierra Del Sol	14.55
0000008506	PROJECT LEAD THE WAY	FORCEPS,FINE-POINT WITH GUIDE	0100	Tierra Del Sol	64.65
0000008506	PROJECT LEAD THE WAY	FORCEPS,FINE-POINT WITH GUIDE	0100	Tierra Del Sol	144.39
0000008506	PROJECT LEAD THE WAY	FORCEPS,FINE-POINT WITH GUIDE	0100	Tierra Del Sol	17.24
0000008507	LAKESHORE LEARNING MATERIALS	PRESCHOOL SAND & WATER TABLE	0100	Education Services	1,417.99
0000008508	NO TEARS LEARNING INC.	LC - HANDWRITING WITHOUT TEARS	0100	Education Services	747.79
0000008508	NO TEARS LEARNING INC.	LC - HANDWRITING WITHOUT TEARS	0100	Education Services	69.40
0000008509	CALIFORNIA SCIENCE TEACHERS ASSOCIATION	CASE Conference	0100	Education Services	335.00
0000008509	CALIFORNIA SCIENCE TEACHERS ASSOCIATION	CASE Conference	0100	Education Services	335.00
0000008509	CALIFORNIA SCIENCE TEACHERS ASSOCIATION	CASE Conference	0100	Education Services	335.00
0000008509	CALIFORNIA SCIENCE TEACHERS ASSOCIATION	CASE Conference	0100	Education Services	335.00
0000008509	CALIFORNIA SCIENCE TEACHERS ASSOCIATION	CASE Conference	0100	Education Services	335.00
0000008509	CALIFORNIA SCIENCE TEACHERS ASSOCIATION	CASE Conference	0100	Education Services	335.00
0000008509	CALIFORNIA SCIENCE TEACHERS ASSOCIATION	CASE Conference	0100	Education Services	335.00
0000008509	CALIFORNIA SCIENCE TEACHERS ASSOCIATION	CASE Conference	0100	Education Services	335.00
0000008512	LITERACY RESOURCES, LLC	HEGGERTY SUBSCRIPTION	0100	Flex School	95.90
0000008513	DEMCO, INC.	BOX NON-GLARE LABEL PROTECTORS	0100	Lemon Crest	24.28
0000008513	DEMCO, INC.	BOX NON-GLARE LABEL PROTECTORS	0100	Lemon Crest	36.51
0000008513	DEMCO, INC.	BOX NON-GLARE LABEL PROTECTORS	0100	Lemon Crest	46.28
0000008514	SMORE	SMORE TEAM ACCOUNT - PILOT (2-	0100	Riverview	749.25
0000008515	ENCORE DATA PRODUCTS, INC.	SOUNDNETIC HEADPHONES	0100	Lakeview	505.75
0000008517	ACSA	ACSA - LEADERSHIP SUMMIT	0100	Superintendent	9,486.00
0000008518	VENTURA COUNTY OFFICE of EDUCATION	WORKSHOP	0100	Superintendent	100.00
0000008519	NWEA	LICENSES FOR MAPS ACCELERATOR	0100	Flex School	448.51
0000008520	QUADIENT LEASING USA, INC.	MAIL MACHINE	0100	Superintendent	1,152.73
0000008521	SOUTHWEST SCHOOL & OFFICE SUPPLY	2022/23 Behavior Specialists/B	0100	Special Education	538.75
0000008521	SOUTHWEST SCHOOL & OFFICE SUPPLY	2022/23 Behavior Specialists/B	0100	Special Education	323.25
0000008521	SOUTHWEST SCHOOL & OFFICE SUPPLY	2022/23 Behavior Specialists/B	0100	Special Education	215.50
0000008522	EVERYDAY SPEECH LLC	EVERYDAY SPEECH - BUNDLED CURR	0100	Special Education	2,999.95
0000008522	EVERYDAY SPEECH LLC	EVERYDAY SPEECH - BUNDLED CURR	0100	Special Education	-239.40
0000008522	EVERYDAY SPEECH LLC	EVERYDAY SPEECH - BUNDLED CURR	0100	Special Education	799.98
0000008523	RUPE CONSULTING SERVICES, LLC	RUPE CONSULTING SERVICES, LLC	0100	Business Services	3,400.00
0000008523	RUPE CONSULTING SERVICES, LLC	RUPE CONSULTING SERVICES, LLC	0100	Business Services	186.00
0000008523	RUPE CONSULTING SERVICES, LLC	RUPE CONSULTING SERVICES, LLC	0100	Business Services	49.50
0000008524	THE PRINT BUTTON	The Print Button - SpEd	0100	Special Education	70.52
0000008524	THE PRINT BUTTON	The Print Button - SpEd	0100	Special Education	827.52
0000008525	SLP NOW, LLC	SLP NOW SUBSCRIPTION	0100	Special Education	2,189.00
0000008526	LAMAR TEXAS LIMITED PARTNERSHIP	BILLBOARD	0100	Superintendent	3,850.00
0000008528	CPI	CPI INVOICE CUS0310782	0100	Special Education	4,201.17
0000008529	SCHOOL FACILITY CONSULTANTS	MODERNIZATION ELIGIBILITY UNDE	0100	Business Services	25,000.00
0000008530	NORTH COUNTY EDUCATIONAL PURCH CONSOR.	CONSORTIUM MEMBERSHIP DUES 202	0100	Business Services	400.00
0000008532	OCML, INC/THE STAGE DEPOT	"4'X8' INDUSTRIAL FINISH STAGE	0100	Riverview	9,287.88

OCT 2022 PURCHASE ORDERS

PO No.	Supplier	PO Ref	Fund	Site/Dept	Total
0000008532	OCML, INC/THE STAGE DEPOT	"4'X8' INDUSTRIAL FINISH STAGE	0100	Winter Gardens	1,859.98
0000008532	OCML, INC/THE STAGE DEPOT	"4'X8' INDUSTRIAL FINISH STAGE	0100	Winter Gardens	1,564.95
0000008532	OCML, INC/THE STAGE DEPOT	"4'X8' INDUSTRIAL FINISH STAGE	0100	Winter Gardens	700.00
0000008532	OCML, INC/THE STAGE DEPOT	"4'X8' INDUSTRIAL FINISH STAGE	0100	Winter Gardens	59.98
0000008532	OCML, INC/THE STAGE DEPOT	"4'X8' INDUSTRIAL FINISH STAGE	0100	Winter Gardens	927.98
0000008533	APPLE INC.	SPED Devices 2022-23	0100	Special Education	5,387.50
0000008534	CC AUTISM SPECTRUM CONSULTANT LLC	2022-23 ERMHS Assessments	0100	Special Education	20,000.00
0000008535	RUBBERFLOORINGINC.COM	DANCE FLOOR - VERSA STEP	0100	Lakeside Middle School	-975.93
0000008535	RUBBERFLOORINGINC.COM	DANCE FLOOR - VERSA STEP	0100	Lakeside Middle School	278.19
0000008535	RUBBERFLOORINGINC.COM	DANCE FLOOR - VERSA STEP	0100	Lakeside Middle School	3,901.81
0000008537	OCEANSIDE HIGH SCHOOL	SHOW CHOIR COMPETITION	0100	Lakeside Middle School	1,375.00
0000008539	FAIN DRILLING & PUMP CO., INC	LV WELL - PARTS TO REPLACE FAI	0100	Maintenance & Operations	3,022.39
0000008539	FAIN DRILLING & PUMP CO., INC	LV WELL - PARTS TO REPLACE FAI	0100	Maintenance & Operations	8,048.54
0000008540	CHULA VISTA ELECTRIC CO	LF - PERFORM IR SCAN ON MAIN S	0100	Maintenance & Operations	373.00
0000008541	WELLNESS TOGETHER INC.	Summer Services Remaining	0100	Education Services	22,181.76
0000008542	AMAZON CAPITAL SERVICES, INC.	LORELL ESSENTIALS BOOK RACK, 2	0100	Pupil Services	367.10
0000008543	E3 DIAGNOSTICS, INC	E3 AUDIOMETRICS - REPAIRS INCL	0100	Health Services	301.70
0000008544	LAKESHORE LEARNING MATERIALS	LC - BUILDING FLUENCY CARD BAN	0100	Lemon Crest	150.83
0000008545	FULCRUM MANAGEMENT SOLUTIONS INC.	CONTRACT TERM 10/1/22-9/30/23	0100	Education Services	-11,970.00
0000008545	FULCRUM MANAGEMENT SOLUTIONS INC.	CONTRACT TERM 10/1/22-9/30/23	0100	Education Services	25,200.00
0000008550	SCHOOL FACILITY CONSULTANTS	MODERNIZATION ELIGIBILITY UNDE	0100	Business Services	25,000.00
0000008551	LCS - TRAINING	LCS Training	0100	Special Education	8,956.00
0000008552	SAN DIEGO COUNTY OFFICE OF ED	CONTRACT #V2023-057	0100	Education Services	2,500.00
0000008552	SAN DIEGO COUNTY OFFICE OF ED	CONTRACT #V2023-057	0100	Education Services	2,500.00
0000008554	NCS PEARSON, INC	PEARSON INVOICE 19913582 - REP	0100	Special Education	38.72
0000008555	TRANE U.S.INC	2022/23 MAINTENANCE	0100	Maintenance & Operations	2,155.00
0000008557	AMBROSIA TRAVEL, LLC	FIELD TRIP SHOW CHOIR	0100	Lakeside Middle School	2,520.00
0000008559	DIESEL PRINT CO	SHIRTS	0100	Lakeside Middle School	120.00
0000008559	DIESEL PRINT CO	SHIRTS	0100	Lakeside Middle School	1,132.24
0000008560	MAXWELL MARKETING ASSOCIATES	PE AWARDS	0100	Lakeside Middle School	1,007.46
0000008560	MAXWELL MARKETING ASSOCIATES	PE AWARDS	0100	Lakeside Middle School	42.60
0000008561	PROJECT LEAD THE WAY	PLTW	0100	Lakeside Middle School	1,023.63
0000008562	SAN DIEGO COUNTY OFFICE OF ED	GLAD YEAR 2 CONTRACT V2022-018	0100	Education Services	33,170.00
0000008568	NATIONAL LOCKSMITH INSTITUE, LLC	Locksmithing Course	0100	Maintenance & Operations	1,295.00
0000008569	CPI	CPI - AG & SD	0100	Special Education	3,899.00
0000008575	SAN DIEGO COUNTY OFFICE OF ED	504 TRAINING	0100	Flex School	125.00
0000008576	DAVE BANG ASSOCIATES INC OF CA	PLAYWORLD TOSS-UP	0100	Lemon Crest	-337.77
0000008576	DAVE BANG ASSOCIATES INC OF CA	PLAYWORLD TOSS-UP	0100	Lemon Crest	1,986.91
0000008576	DAVE BANG ASSOCIATES INC OF CA	PLAYWORLD TOSS-UP	0100	Lemon Crest	499.96
7190	LESSONPIX, INC	LESSONPIX GROUP USER LIC.10% D	0100	Special Education	-72.00
7190	LESSONPIX, INC	LESSONPIX GROUP USER LIC.10% D	0100	Special Education	720.00
					\$ 286,492.06
0000008494	DAVE & BUSTERS of CALIFORNIA, Inc.	2022/23 FIELD TRIP ACTIVITIES	1200	ESS/ASES/PreSchool	20,000.00
0000008553	JUMP 4 ADAN, INC	2022/23 OUTDOOR ACTIVITY FOR N	1200	ESS/ASES/PreSchool	4,000.00
0000008558	PARKWAY BOWL	2022/23 FIELD TRIPS	1200	ESS/ASES/PreSchool	20,000.00
0000008574	SANTEE SCHOOL DISTRICT	2022/23 SANTEE BUSES	1200	ESS/ASES/PreSchool	2,000.00
					\$ 46,000.00
0000008493	ECOLAB FOOD SAFETY SPECIALTIES	THERMOMETERS	1300	Child Nutrition	178.43
0000008572	DESCON	MURALS MARKET CAFE 4660 A	1300	Child Nutrition	85.00
0000008572	DESCON	MURALS MARKET CAFE 4660 A	1300	Child Nutrition	85.00
0000008572	DESCON	MURALS MARKET CAFE 4660 A	1300	Child Nutrition	85.00
0000008572	DESCON	MURALS MARKET CAFE 4660 A	1300	Child Nutrition	85.00
0000008572	DESCON	MURALS MARKET CAFE 4660 A	1300	Child Nutrition	460.00
0000008572	DESCON	MURALS MARKET CAFE 4660 A	1300	Child Nutrition	460.00
0000008572	DESCON	MURALS MARKET CAFE 4660 A	1300	Child Nutrition	156.00
0000008572	DESCON	MURALS MARKET CAFE 4660 A	1300	Child Nutrition	300.00
0000008573	4IMPRINT, INC.	CROSSLAND FLEECE JACKET	1300	Child Nutrition	355.58
0000008573	4IMPRINT, INC.	CROSSLAND FLEECE JACKET	1300	Child Nutrition	18.52
0000008573	4IMPRINT, INC.	CROSSLAND FLEECE JACKET	1300	Child Nutrition	37.71
					\$ 2,306.24
0000008488	JOHNSTON TRACTOR, INC.	TDS gYM Reim Arch Eng Fees	2139	Business Services	26,795.88
0000008489	ALPHA STUDIO DESIGN GROUP	LF Architect Remaining Fees	2139	Business Services	5,084.98
0000008511	NINYO & MOORE	Ninyo & Moore LP August	2139	Business Services	1,652.00
0000008538	JASON MALETIC	2022/23 IOR SOLAR INFRASTRUCTU	2139	Business Services	117,920.00
0000008549	STUDIOWC	TDS GYM Reim Arch Eng Fees	2139	Business Services	1,059.56
0000008563	DIVISION OF THE STATE ARCHITECT	LP BOND DSA FEE	2139	Business Services	752.50
0000008564	NINYO & MOORE	Ninyo & Moore-Solar	2139	Business Services	127,386.00
0000008565	DATEL SYSTEMS INCORPORATED	Lindo Park Cameras-Bond	2139	Business Services	71.12
0000008565	DATEL SYSTEMS INCORPORATED	Lindo Park Cameras-Bond	2139	Business Services	142.24
0000008565	DATEL SYSTEMS INCORPORATED	Lindo Park Cameras-Bond	2139	Business Services	18.60
0000008565	DATEL SYSTEMS INCORPORATED	Lindo Park Cameras-Bond	2139	Business Services	96.98
0000008565	DATEL SYSTEMS INCORPORATED	Lindo Park Cameras-Bond	2139	Business Services	48.49

OCT 2022 PURCHASE ORDERS

PO No.	Supplier	PO Ref	Fund	Site/Dept	Total
0000008565	DATEL SYSTEMS INCORPORATED	Lindo Park Cameras-Bond	2139	Business Services	646.50
0000008565	DATEL SYSTEMS INCORPORATED	Lindo Park Cameras-Bond	2139	Business Services	646.50
0000008565	DATEL SYSTEMS INCORPORATED	Lindo Park Cameras-Bond	2139	Business Services	646.50
0000008565	DATEL SYSTEMS INCORPORATED	Lindo Park Cameras-Bond	2139	Business Services	1,416.91
0000008565	DATEL SYSTEMS INCORPORATED	Lindo Park Cameras-Bond	2139	Business Services	1,416.91
0000008565	DATEL SYSTEMS INCORPORATED	Lindo Park Cameras-Bond	2139	Business Services	1,416.91
0000008565	DATEL SYSTEMS INCORPORATED	Lindo Park Cameras-Bond	2139	Business Services	141.15
0000008565	DATEL SYSTEMS INCORPORATED	Lindo Park Cameras-Bond	2139	Business Services	282.30
0000008565	DATEL SYSTEMS INCORPORATED	Lindo Park Cameras-Bond	2139	Business Services	80.81
0000008565	DATEL SYSTEMS INCORPORATED	Lindo Park Cameras-Bond	2139	Business Services	80.81
0000008565	DATEL SYSTEMS INCORPORATED	Lindo Park Cameras-Bond	2139	Business Services	281.22
					\$ 288,084.87
0000008536	GEM INDUSTRIAL	DEMO & DISPOSE OF EXISTING 4'	4000	Maintenance & Operations	147,860.00
					\$ 147,860.00

TOTAL PURCHASE ORDERS \$ 770,743.17

TOTAL (01) GENERAL FUND PO's	286,492.06
TOTAL (40) SPECIAL RESERVE FUND for CAPITAL PROJECTS PO's	147,860.00
TOTAL (12) CHILD DEVELOPMENT FUND PO's	46,000.00
TOTAL (13) CHILD NUTRITION PO's	2,306.24
TOTAL (21) BOND FUND PO's	288,084.87

OCT 2022 CHANGE ORDERS

PO No.	Supplier	PO Ref	Fund	Site/Dept	Total
0000007134	KIRK'S RADIATOR	c/o Kirk's Radiator for M&O	0100	Maintenance & Operations	500.00
0000007140	ALBERTSONS	C/O PO#8147-ALBERTSONS UPDATE	0100	ESS/ASES/PreSchool	1,000.00
0000007140	ALBERTSONS	C/O PO#8147-ALBERTSONS UPDATE	0100	ESS/ASES/PreSchool	1,000.00
0000007140	ALBERTSONS	C/O PO#8147-ALBERTSONS UPDATE	0100	ESS/ASES/PreSchool	1,000.00
0000007141	SMART & FINAL	C/O PO#8160-SMART & FINAL UPDT	0100	ESS/ASES/PreSchool	1,500.00
0000007142	LOWE'S	C/O-PO#8158 - LOWES UPDATE	0100	ESS/ASES/PreSchool	1,400.00
0000007142	LOWE'S	C/O-PO#8158 - LOWES UPDATE	0100	ESS/ASES/PreSchool	1,400.00
0000007142	LOWE'S	C/O-PO#8158 - LOWES UPDATE	0100	ESS/ASES/PreSchool	750.00
0000007143	HOME DEPOT CREDIT SERVICES	C/O PO#8155-HOME DEPOT UPDATE	0100	ESS/ASES/PreSchool	400.00
0000007143	HOME DEPOT CREDIT SERVICES	C/O PO#8155-HOME DEPOT UPDATE	0100	ESS/ASES/PreSchool	400.00
0000007143	HOME DEPOT CREDIT SERVICES	C/O PO#8155-HOME DEPOT UPDATE	0100	ESS/ASES/PreSchool	400.00
0000007144	AMAZON CAPITAL SERVICES, INC.	C/O PO#8139 - AMAZON UPDATE	0100	ESS/ASES/PreSchool	10,000.00
0000007144	AMAZON CAPITAL SERVICES, INC.	C/O PO#8139 - AMAZON UPDATE	0100	ESS/ASES/PreSchool	10,000.00
0000007144	AMAZON CAPITAL SERVICES, INC.	C/O PO#8139 - AMAZON UPDATE	0100	ESS/ASES/PreSchool	10,000.00
0000007190	RICK'S MOBILE GLASS	c/o Rick's Mobile Glass	0100	Transportation	1,000.00
0000007191	PECK'S HEAVY FRICTION INC	c/o Peck's Heavy Friction	0100	Transportation	5,000.00
					<u>\$ 45,750.00</u>
0000007139	PARKWAY BOWL	C/O PO#7926 PKWY BOWL UPDATE	1200	ESS/ASES/PreSchool	20,000.00
0000007140	ALBERTSONS	C/O PO#8147-ALBERTSONS UPDATE	1200	ESS/ASES/PreSchool	1,400.00
0000007141	SMART & FINAL	C/O PO#8160-SMART & FINAL UPDT	1200	ESS/ASES/PreSchool	2,500.00
0000007142	LOWE'S	C/O-PO#8158 - LOWES UPDATE	1200	ESS/ASES/PreSchool	350.00
0000007143	HOME DEPOT CREDIT SERVICES	C/O PO#8155-HOME DEPOT UPDATE	1200	ESS/ASES/PreSchool	350.00
0000007144	AMAZON CAPITAL SERVICES, INC.	C/O PO#8139 - AMAZON UPDATE	1200	ESS/ASES/PreSchool	5,000.00
					<u>\$ 29,600.00</u>
TOTAL CHANGE ORDERS					\$ 75,350.00
TOTAL (01) GENERAL FUND CO's					45,750.00
TOTAL (12) CHILD DEVELOPMENT CO'S					29,600.00

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: November 10, 2022

Agenda Item:

Ratification of P Card expenditure transactions for the month of October 2022.

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 October.

Fiscal Impact (Cost):

\$10,800.12

Funding Source:

General Fund Total: \$9,926.41, Child Nutrition Fund Total: \$873.71

Addresses Emphasis Goal(s):

☐ **#1:** Academic Achievement

☐ **#2:** Social Emotional

☐ **#3:** Physical Environments

Recommended Action:

☐ **Informational**

☐ **Denial/Rejection**

☐ **Discussion**

☒ **Ratification**

☒ **Approval**

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

☐ **Adoption**

Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Lisa Davis, Assistant Superintendent

Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member _____

OCT 2022 MISSION FEDERAL P-CARD LEDGER

ACC ACCOUNT NAME	FIN.POSTING DATE	FIN.TRANSACTION AMOUNT	MCH.MERCHANT NAME	FIN.EXPENSE DESCRIPTION
BEISIGL,BRIAN	09/29/2022	665.82	RESIDENCE INN	HOTEL STAY FOR CITE CONFERENCE B.BEISIGL AND A NEWMARK
BEISIGL,BRIAN	09/04/2022	266.46	AMAZON WEB SERVICES	AMAZON CLOUD STORAGE
CLARK,DANIELLE	09/29/2022	406.24	VOYAGER SOPRIS LEARN'G	REWARDS READING PROGRAM FOR RSP
CLARK,DANIELLE	09/23/2022	3.30	AWL*PEARSON EDUCATION	TEST SCORING
CLARK,DANIELLE	09/30/2022	316.91	HILTON	CRITICAL ISSUES CONF. 10/26-28/2022
CLARK,DANIELLE	09/11/2022	55.00	AWL*PEARSON EDUCATION	TEST SCORING - BASC - PSYCH
COX,GRACE	09/13/2022	59.75	FREDRICK	IDENT-A-KID BLUE VISTOR BADGES
COX,GRACE	09/13/2022	237.48	LAMINATION DEPOT INC	LAMINATOR FILM
COX,GRACE	09/02/2022	79.20	IN *RECOGNITION DIRECT	NEW TEACHER SIGNS TO USE FOR BEFORE SCHOOL AND DURING FIRE DRILLS OR LUNCH TABLES
COX,GRACE	09/07/2022	7.50	BOOKINGFEE* CA SCIENCE	OCT 14TH CASE HOUSING BOOKING HOTEL FEE
COX,GRACE	09/07/2022	7.50	BOOKINGFEE* CA SCIENCE	OCT 14TH CASE HOUSING BOOKING HOTEL FEE
COX,GRACE	09/07/2022	7.50	BOOKINGFEE* CA SCIENCE	OCT 14TH CASE HOUSING BOOKING HOTEL FEE
COX,GRACE	09/07/2022	7.50	BOOKINGFEE* CA SCIENCE	OCT 14TH CASE HOUSING BOOKING HOTEL FEE
COX,GRACE	09/16/2022	495.00	PAYPAL *PPPCOMPANYL	MANDARIN MATRIX ONLINE CLASSROOM (1 YEAR SUBSCRIPTION)
DAVIS,LISA	09/07/2022	8.98	ALLIES GIFTS AND SHIPP	POSTAGE FOR CHECK PAYMENT
DEROSIER,LISA A	09/21/2022	378.00	EIG*CONSTANTCONTACT CO	ANNUAL RENEWAL FOR CONSTANT CONTACT (PLATFORM WE SEND OUT DISTRICT COMMUNICATIONS)
DEROSIER,LISA A	09/11/2022	85.12	B&H PHOTO 800-606-6969	IPAD MICROPHONE FOR BOARD MEETINGS
DEROSIER,LISA A	09/02/2022	101.00	INDEED	HR. EMPLOYMENT RECRUITMENT
FERNANDEZ,PATRICIA E	09/14/2022	10.00	NINTH DISTRICT PTA	SUICIDE PREVENTION SEMINAR
FERNANDEZ,PATRICIA E	09/08/2022	30.00	SAN DIEGO COUNTY SUPER	COMMUNITY ENGAGEMENT LIASION MEETING
FERNANDEZ,PATRICIA E	09/15/2022	(10.00)	NINTH DISTRICT PTA	SUICIDE PREVENTION SEMINAR
GILBERT,KELLY	09/11/2022	65.61	DEMCO INC	LIBRARY SUPPLIES
GILBERT,KELLY	09/13/2022	81.00	TEACHERSPAYTEACHERS CO	EXPEDITIONARY LEARNING EL EDUCATION FIFTH GRADE MODULE 1 NEW CURRICULUM
GILBERT,KELLY	09/04/2022	14.98	IIRP	RESTORATIVE QUESTION CARDS REQUESTED BY PRINCIPAL TO BE PASSED OUT TO TEACHERS
GREEN,TESSA	09/09/2022	7.50	BOOKINGFEE* CA SCIENCE	FEE FOR SCIENCE CONVENTION
GREEN,TESSA	09/09/2022	7.50	BOOKINGFEE* CA SCIENCE	FEE FOR SCIENCE CONVENTION
GREEN,TESSA	09/09/2022	7.50	BOOKINGFEE* CA SCIENCE	FEE FOR SCIENCE CONVENTION
GREEN,TESSA	09/25/2022	130.71	GRUBHUBGREEKCHICKEN	FOOD FOR A MEETING/GOAL SETTING AND PLANNING DAY
GREEN,TESSA	09/23/2022	119.88	EDUCATION_COM PREMIUM	CANCELLED THE SUBSCRIPTION ON 10/3/2022 DO NOT PAY WAITING ON REFUND
GREEN,TESSA	09/14/2022	27.99	PAYTON HARDWARE	ZIP TIES TO HOLD THE COVERS OVER THE LUNCH TABLES DOWN.
HARDIMAN,LESLIE	09/20/2022	198.58	CARROT-TOP INDUSTRIES	NEW CALIF. FLAG
HARDIMAN,LESLIE	09/25/2022	52.35	SMART AND FINAL 930	SATURDAY SCHOOL SNAX
HARDIMAN,LESLIE	09/02/2022	500.00	ROBOTICS EDUCATION & C	VRC REG
HARDIMAN,LESLIE	09/02/2022	375.00	ROBOTICS EDUCATION & C	VRC TOURNAMENTS
HARDIMAN,LESLIE	09/02/2022	171.02	VEXROBOTICS	VRC FIELD
HARDIMAN,LESLIE	09/07/2022	506.00	PIONEER DRAMA SERVICE	PLAY
MULL,STEVE	09/23/2022	987.20	WEISSMAN'S THEATRICAL	SHOW CHOIR COSTUMES
MULL,STEVE	09/15/2022	709.40	WEISSMAN'S THEATRICAL	SHOW CHOIR COSTUMES
MULL,STEVE	09/15/2022	745.84	WEISSMAN'S THEATRICAL	SHOW CHOIR COSTUMES
MULL,STEVE	09/11/2022	7.50	BOOKINGFEE* CA SCIENCE	SCIENCE CONFERENCE - BOOKING FEE
MURPHY,JERRED C	09/23/2022	36.45	JERSEY MIKES 20305	LUNCH FOR SDCOE PARTICIPANTS MEETING
MURPHY,JERRED C	09/13/2022	150.81	LOWES #01661*	PORCH LIGHTS FOR FIRE STATION SECURITY
MURPHY,JERRED C	09/01/2022	50.00	LIVING WATER	REFILL ON WATER BOTTLES FOR PROGRAM
OWENS,TODD	09/27/2022	87.04	SQ *LIFE SAFETY CONSUL	BREAK RODS FOR FIRE ALARM STATIONS.
OWENS,TODD	09/13/2022	(151.79)	SAMSLUB #6235	REFUND OF MEMBERSHIP THAT WAS ERRONEOUSLY CHARGED TO THE P-CARD. INITIAL CHARGE IN AUGUST WAS IN DISPUTE
OWENS,TODD	09/13/2022	151.79	SAMSLUB #6235	
ROSA,JIM	09/05/2022	97.00	HEGGERTY LITERACY RES	PRIMARY CURRICULUM - WINN - TITLE ONE
ROSA,JIM	09/08/2022	702.27	LEARNING WITHOUT TEARS	TK CURRICULUM - DISTRICT BUDGET STRING
ROSA,JIM	09/25/2022	11.98	ARES HOTELS AND TICKET	HOTEL RESERVATION FOR CASE CONFERENCE - DISTRICT CHART STRING
ROSA,JIM	09/30/2022	3.99	TEACHERSPAYTEACHERS CO	ROOT'S BUDGET - CLASSROOM SUPPLIES
ROSA,JIM	09/20/2022	5.25	TEACHERSPAYTEACHERS CO	ROOT'S BUDGET - CLASSROOM SUPPLIES
ROSA,JIM	09/18/2022	60.00	TEACHERSPAYTEACHERS CO	RESOURCE MATERIALS FOR INTERVIEW - WINN
ROWAN,MICHAEL	09/21/2022	7.50	BOOKINGFEE* CA SCIENCE	
SINATRA,CHRISTINE	09/22/2022	24.30	PAYPAL *CELEBRATELI	20 YEAR SERVICE AWARDS
SUMMERS,KRISTIE	09/25/2022	167.40	WALMART COM AA	FROZEN FRUIT FOR MENU
SUMMERS,KRISTIE	09/25/2022	86.18	NAPA AUTO PARTS 200	CYLINOID FOR LIFT GATE BACK UP
SUMMERS,KRISTIE	09/09/2022	103.14	SPROUTS	SPECIAL DIETS
SUMMERS,KRISTIE	09/07/2022	39.99	WWW COSTCO COM	SPECIAL DIETS
SUMMERS,KRISTIE	09/07/2022	111.93	WWW COSTCO COM	SPECIAL DIETS
SUMMERS,KRISTIE	09/06/2022	29.96	SAMSLUB #6235	FOOD SPECIAL DIETS
SUMMERS,KRISTIE	09/04/2022	32.99	WWW COSTCO COM	FOOD SPECIAL DIETS
SUMMERS,KRISTIE	09/04/2022	87.12	WWW COSTCO COM	FOOD SPECIAL DIETS
SUMMERS,KRISTIE	09/02/2022	215.00	CALIFORNIA ASC OF SCHO	PLEASE USE KIT FUNDS 1300 7028000 0000 8500 520010 189 770CASBO CLASS
WINSPEAR,NATALIE	09/28/2022	756.00	CRISIS PREVENTION INST	CRISIS PREVENTION
		\$	10,800.12	

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: November 10, 2022

Agenda Item:

School Nutrition Association Conference Denver, Colorado 2023

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

Educational Training for 5 employees

Fiscal Impact (Cost):

Estimated cost \$7,735.00

Funding Source:

KIT Funding Grant for Training Purposes

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:




Principal/Department Head Signature



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member





Annual National Conference



By continuing to browse the site you are agreeing to our use of cookies and similar tracking technologies described in our [privacy policy](#).

☐ I Agree

☐ X

Join your colleagues for the School Nutrition Event of the



Year, SNA's Annual National Conference (ANC)

July 9-11, 2023 | Denver, Colorado

[Learn More](#)

■ Event Details

Hotel and Travel

When planning your visit to Denver, it's always best to plan ahead. For information on Denver's attractions and interactive maps of the city, visit www.denver.org.

FAQs

When will ANC 2023 be held?

Sunday, July 9, to Tuesday, July 11, 2023

Where is the conference taking place?

The Colorado Convention Center in Denver, Colorado.

What can I expect?

Top-tier keynote speakers, a diverse offering of 120 education sessions featuring the hottest topics in school nutrition led by experts, the largest exhibit hall in K-12 foodservice with 850 booths representing 350 companies, networking events and closing event entertainment. We project 4,000 school nutrition operators will attend.

Who can I contact for information about becoming an exhibitor or sponsor?

For sponsorship opportunities, please email Nita Artis, Senior Corporate Sales, Industry Success & Patron Program, at nartis@schoolnutrition.org. For exhibitor opportunities, please email Crystal Harper-Pierre, Senior Corporate Sales & Industry Specialist, at charper@schoolnutrition.org.

Exhibiting

The "School Nutrition Event of the Year," SNA's Annual National Conference (ANC) will bring together thousands of attendees from school nutrition operations, industry and allied organizations for an unparalleled networking and educational experience! Learn more about becoming an ANC exhibitor.

Sponsorship & Advertising

Future Meetings

Location

Dates

Denver, CO

July 9-11, 2023

Boston, MA

July 14-16, 2024

San Antonio, TX

July 13-15, 2025

Charlotte, NC

July 12-14, 2026

By continuing to browse the site you are agreeing to our use of cookies and similar tracking technologies described in our [privacy policy](#).

I Agree

X

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: November 10, 2022

Agenda Item:

Christian Brothers Emergency Building Service Contract

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

TdS D Building Flood – JPA

Fiscal Impact (Cost):

\$342,000

Funding Source:

0100 8150 000 0000 8100 5800 000 189 710

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: Maintenance & Operations

Submitted/Recommended By:

Approved for Submission to the Governing Board:


Principal/Department Head Signature


Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member 

SHORT FORM CONSTRUCTION CONTRACT

This CONTRACT made and entered into this 14TH day of October, 2022, by and between **LAKESIDE UNION SCHOOL DISTRICT** ("District") and **Christian Brothers Emergency Building Service** ("Contractor"). District and Contractor are sometimes individually referred to herein as "Party" and collectively as "Parties."

WITNESSETH: That the Parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. Contract Documents. The complete contract includes all the Contract Documents, to wit:
 - A. Contract;
 - B. Bond(s) **[TO BE PROVIDED ON THE DISTRICT'S STANDARD FORMS]** executed in connection herewith;
 - C. Scope of Work set forth in **Exhibit "A" Dated 10-25-2022**
 - D. Certificate(s) of Insurance; and
 - E. All official papers and documents relating to the work to be performed hereunder which are not included in **Exhibit "A"** (i.e., technical drawings, etc.).
2. Scope of Work. Contractor agrees to perform the work and to furnish all tools, equipment, apparatus, facilities, labor and material necessary to perform and complete in a good workmanlike manner, all parts of the work as called for in a manner designated in and in strict conformance with the scope of work set forth in **Exhibit "A,"** attached hereto and incorporated herein ("Scope of Work" or "Project") and the Contract Documents. It is understood and agreed that said tools, equipment, apparatus, facilities, labor and material shall be furnished and said work performed and completed as required in said Scope of Work under the direction and supervision of, and subject to the approval of District's authorized representative. Contractor's Work shall also be consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, including a Business License, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Contractor shall perform, at its own cost and expense and without reimbursement from District, any work necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein. Any employee who is determined by District to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any

employee who fails or refuses to perform the Work in a manner acceptable to District, shall be promptly removed from the Project by Contractor and shall not be re-employed on the Work.

3. Compensation. As consideration for performance of the Work required herein, District agrees to pay Contractor on a time and materials basis as set forth herein, a not-to-exceed amount of **THREE HUNDRED AND FOURTY-TWO THOUSAND AND ZERO CENTS (\$342,000.00)** provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by District.
 - A. Subject to paragraph 3(B) below, District shall pay for such services on a time and materials basis in accordance with the Schedule of Charges set forth in **Exhibit "B."**
 - B. Periodic payments shall be made by District to Contractor within thirty (30) days of District's receipt of an application for payment from Contractor for services rendered. Payments to Contractor for work performed will be made on a monthly billing basis. The application shall include all information required by District and shall be in a format approved by District. This application shall be supported by evidence which is required by this Contract and such other documentation as District may require. The Contractor shall certify that the Work for which payment is requested has been done and that any materials listed are stored where indicated. District shall review and pay the payment request in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code.
 - C. Labor and Material Releases. Contractor shall furnish District with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by District.
4. Retention. For contracts greater than Five Thousand dollars (\$5,000), Public Contract Code section 9203 requires progress payments and retention based on the percentage of actual work completed plus a like percentage of the value of material delivered and unused. Therefore, District will withhold as retention five percent (5%) of all billings and the Total Contract Price until final completion for projects exceeding \$5,000 and acceptance of the project. District, at its sole discretion, shall release retention proceeds withheld from any payment within sixty (60) days after the date of "completion" of the work as defined in the Public Contract Code section 7107. If a dispute arises between the contractor and District, District may withhold an amount from the final payment not to exceed one hundred and fifty percent (150%) of the disputed amount, as well as any other amounts permissible under this Agreement and/or California law.

5. Other Retentions. In addition to Contract retentions, District may deduct from each progress payment an amount necessary to protect District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by District, incurred by District for which Contractor is liable under the Contract; and (11) any other sums which District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by District to deduct any of these sums from a progress payment shall not constitute a waiver of District's right to such sums.
6. Substitution of Securities. Pursuant to California Public Contract Code section 22300, Contractor may substitute securities for any money withheld by District to ensure the performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with District, with the State or federally chartered bank as the escrow agent, who shall return such securities to the Contractor upon satisfactory completion of the contract. Deposit of securities with an escrow agent shall be subject to a written agreement between the escrow agent and District, which provides that no portion of the securities shall be paid to the Contractor until District has certified to the escrow agent, in writing, that the contract has been satisfactorily completed. District shall certify that the contract has been satisfactorily completed within sixty (60) days of work "completion" as defined in Section 7107(c) of the California Public Contract Code. Securities eligible for investment under this section shall be limited to those listed in Section 16430 of the Government Code, bank or savings & loan certificates of deposit, interest-bearing demand deposit accounts, stand-by letters of credit, or any other security mutually agreed to by the Contractor.
7. Time for Completion/Liquidated Damages. Work shall commence on **October 14, 2022** and shall be completed by Contractor and usable by District on or before **December 31, 2022**. If the Work is not completed and usable by District, it is understood that District will suffer damage. In accordance with Government Code section 53069.85, being impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay District as fixed and liquidated damages, and not as a penalty, the sum of **(\$500)** for each and every calendar day of delay beyond the time prescribed in the Agreement for finishing the Work. In the event this is not paid, the Contractor agrees that District may deduct that amount from any money due or that may become due the Contractor under the Contract.

8. [Insurance]. Without limiting Contractor's indemnification, it is agreed that Contractor shall secure and maintain in force during the term of this Contract a Commercial General Liability and Property Damage Insurance (including automobile insurance) which provides limits of not less than:

- 1) Per occurrence (combined single limit) \$1,000,000.00
- 2) Project Specific Aggregate (for this project only) \$2,000,000.00
- 3) Products/Completed Operations (included in Comm. Gen. Liability)

District shall be named as an additional insured on the policies by endorsements. The policy shall provide that it is primary, such that insurance maintained by District, if any, shall be excess and not co-primary. A copy of the declarations page of Contractor's insurance policies shall be attached to this Contract as proof of insurance. Except for worker's compensation insurance, the policy shall not be amended or modified and the coverage amounts shall not be reduced without District's prior written consent, and, District shall be named as an additional insured and be furnished thirty (30) days' written notice prior to cancellation. The Contractor shall not allow any subcontractor employee or agent to commence work on this Contract, or any subcontract until the insurance required of the Contractor and subcontractor or agent has been obtained.

9. Hold Harmless for Payroll Issues. Contractor hereby agrees to accept exclusive liability for, and shall hold District, District's officers, directors, employees and agents harmless from, all payroll taxes for contributions to unemployment insurance or old age pensions, or annuities, measured by wages, salaries or other remuneration paid to employees of said Contractor or Subcontractors.
10. Subcontractors. Contractor shall use due diligence in the requirement and confirmation of insurance coverage similar to the foregoing on behalf of his subcontractors.
11. Professional Liability Insurance. All architects, engineers, consultants or design professionals retained by Contractor shall also procure and maintain, for a period of five (5) years following completion of the Contract, errors and omissions liability insurance with a limit of not less than \$1,000,000 per occurrence. This insurance shall name District, its directors, officials, officers, employees, agents and volunteers as additional and insureds with respect to Work performed, and shall otherwise comply with all requirements of this Section.
12. Workers Compensation Certification. Pursuant to Section 1861 of the Labor Code, by signing this Contract and initialing hereunder the Contractor certifies that:
- A. I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

B. Contractor's Initials: _____

13. **[IF CONTRACT IS GREATER THAN \$25K PAYMENT BOND IS REQUIRED; IF CONTRACT IS LESS THAN \$25K, DISTRICT TO DETERMINE WHETHER BONDS ARE NECESSARY.]** Bonds. Contractor shall be required at the time of the execution of the Contract to furnish Payment and Faithful Performance Bonds in amounts not less than one hundred percent (100%) of the Total Contract Price. These bonds shall be secured from a surety company satisfactory to District, shall be submitted on District's prescribed bond forms, and Contractor thereon shall pay the premiums. The bonds must be executed by an admitted Surety approved to conduct business in the State of California, pursuant to California Code of Civil Procedure Section 995.120. In addition, to the extent required by law, the bonds must be accompanied by a certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner of the State of California, a certificate from the Clerk of the County of San Diego that the certificate of authority of the insurer has not been surrendered, revoked, cancelled, annulled, or suspended, or if it has that it has been renewed, and four copies of the insurer's most recent annual statement and quarterly statement filed with the Department of Insurance of the State of California. Failure to submit acceptable bonds will be cause of rejection of the contract. Said bonds shall be furnished within ten (10) days after award of the Contract and before commencement of construction.
14. Assignment of Contract. Contractor shall not assign, transfer, convey, or otherwise dispose of this Contract, or of his/her right, title of interest in or to the same or any part thereof without previous consent in writing from District's authorized representative.
15. Suspension/Termination of Contract.
- A. District has the right to terminate or abandon any portion or all of the work under this Contract by giving ten (10) calendar days written notice to Contractor. In such event, District shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. District shall pay Contractor the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Work for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by District and Contractor of the portion of such task completed but not paid prior to said termination. District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Contractor shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.
- B. Contractor may terminate its obligation to provide further services under this Contract upon thirty (30) calendar days' written notice to District only in the event

of substantial failure by District to perform in accordance with the terms of this Contract through no fault of Contractor.

16. Subcontracts. Subcontractors employed by Contractor on the execution of the Work covered in this Contract shall be only those given prior written permission from District, and that otherwise comply with Sections 4100 to 4113 inclusive of the Public Contract Code of California, if applicable.
17. Control and Payment of Subordinates; Contractual Relationship. District retains Contractor on an independent contractor basis and Contractor is not an employee of District. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.
18. Permits and Licenses. Contractor shall comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of public health and safety, obtaining all necessary permits and licenses for the construction of the project, pay all fees and post all deposits or bonds required by law. For the work to be performed hereunder, Contractor shall possess the following classification of State contractor's license throughout the duration of the Contract: **CA LIC. #968382**. During the performance of the work, Contractor shall take over all the necessary precautions and place proper guards for the prevention of accidents.
19. Trenching Work. If the Total Contract Price exceeds \$25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for District's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.
20. Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify District of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by District; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, District shall promptly investigate

the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute

21. Underground Utility Facilities. To the extent required by Section 4215 of the California Government Code, District shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the construction drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of District to provide for removal or relocation of such utility facilities.
22. Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify District against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.
23. Completion of Work. When Contractor determines that it has completed the Work required herein, Contractor shall so notify District in writing and shall furnish all labor and material releases required by this Contract. District shall thereupon inspect the Work. If the Work is not acceptable to District, District shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a reinspection by District. Once the Work is acceptable to District, District shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which District may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.
24. Changes in the Scope of Work. In the event District orders changes in the Work, the Total Contract Price and the Contract Time will be adjusted accordingly. If a change is of an item not covered by the Contract, District and Contractor shall mutually agree upon the value of the work based on labor, materials and equipment involved. Regardless of ownership, equipment rates shall not exceed the listed prevailing rates at local equipment rental agencies, or distributors, at the time the work is performed. All changes in work

shall be in writing and Contractor shall be responsible for any and all work done without District's prior written approval.

25. Brand Name or Equal. Contractor may, unless otherwise stated, offer any material, process or article which shall be substantially equal or better for any material, process or article is identified by grade, patent or proprietary name or by name of manufacturer. Contractor bears the burden of proof as to the equality of any material, process or article and District may require Contractor to furnish the material, and article or process specified if it decides that Contractor has not met his or her burden.
26. Discrepancies and Omissions. Any discrepancies or omissions found in the Scope of Work shall be reported to District immediately. District will clarify discrepancies or omissions, in writing, within a reasonable time.
27. Labor Code Provisions. It shall be mandatory upon the Contractor herein and upon all subcontractors under Contractor to comply with all provisions of the Labor Code of the State of California relative to contracts for public works.
 - A. Prevailing Wages. District has copies of the general prevailing wage rate per diem wages in the locality in which the work is to be performed for each craft or type of worker needed to execute the Contract which shall be posted at each job site and will be on file at the principal office of District. Contractor shall, as a penalty to District, forfeit not more than the maximum applicable statutory rate for each calendar day, or portion thereof, for each worker paid less than the specified prevailing rates for such work or craft in which such worker is employed, whether paid by Contractor or by any subcontractors under Contractor. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by Contractor.
 - B. Eight Hour Law. Eight hours labor shall constitute a legal day's hours per day, and forty hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay. Contractor shall forfeit as a penalty to District the maximum statutory rate for each calendar day during which such worker is required, or permitted to work more than eight hours in any one day or forty hours in any one calendar week in violation of the provisions of said Labor Code.
 - C. Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journey man, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the

principal office of Contractor in the manner provided in Labor Code section 1776.

In the event of noncompliance with the requirements of this section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this section. Should noncompliance still be evident after such 10-day period, the Contractor shall, as a penalty to District, forfeit not more than the maximum statutory rate for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner.

Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on the Contractor.

- D. Ineligible Contractors/Subcontractors/Debarment. A Contractor or subcontractor may not perform work who is ineligible pursuant to Labor Code Sections 1777.1 and 1777.7.
- E. Apprentice. Attention is called to the provisions in Section 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under Contractor.
- F. DIR Registration. Pursuant to Labor Code section 1771.1, Contractor shall, at all times, ensure that it, and all of its subcontractors, regardless of tier, are appropriately registered with the Department of Industrial Relations ("DIR"). Contractor shall provide evidence of such registration information upon request of District.
- G. Labor Compliance. Contractor acknowledges that pursuant to recently enacted Senate Bill 854, all labor compliance monitoring required for the Project by the Education Code or Labor Code, shall be provided by DIR. Contractor shall, at no additional cost to District, be required to comply with all the requirements of DIR for such compliance monitoring and all applicable provisions of the California Labor Code, including but not limited to the standard provisions requiring payment of prevailing wages, more further explained below, maintenance and submission of certified weekly payrolls, and hiring of apprenticeship as appropriate for all workers for which a prevailing wage classification is listed by or may be obtained from the DIR. Contractor shall work with District, and DIR to ensure the full compliance applicable labor law and all applicable labor compliance requirements of the DIR. Contractor shall include the requirements of this provision in all subcontracts and require subcontractors to comply with these provisions at no additional cost to District.

28. Assignment of Anti-Trust Claims. Contractor offers and agrees to assign to District all rights, title and interest in and to all causes of action as it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700 of Part 2 of Division 7 of Business and Professions Code), and any other applicable laws, arising from purchase of goods, services, or materials, pursuant to this Contract. This assignment shall become effective at the time that District tenders final payment to Contractor, without further acknowledgment by the Parties.
29. Procedure for Resolving Disputes.
- A. Prerequisite to Initiating Claims. Contractor shall timely comply with all notices and requests for changes to the Contract Time or Contract Price, including but not limited to Changes and Extra Work, as a prerequisite to filing any claim governed by this Section. The failure to timely submit a notice of delay or notice of change, or to timely request a change to the Contract Price or Contract Time, or to timely provide any other notice or request required herein shall constitute a waiver of the right to further pursue the claim under the Contract or at law.
- B. Intent. Effective January 1, 1991, Section 20104, et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.
- C. Claims. For purposes of this Section, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with the terms of this Contract has been denied by District, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by District. Claims governed by this Section may not be filed unless and until Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the change order procedures contained herein, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than the date of final payment. The claim shall be submitted in writing to District and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed

conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

D. Supporting Documentation. Contractor shall submit all claims in the following format:

- (1) Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made.
- (2) List of documents relating to claim:
 - (a) Specifications;
 - (b) Drawings;
 - (c) Clarifications (Requests for Information);
 - (d) Schedules; and
 - (e) Others.
- (3) Chronology of events and correspondence.
- (4) Analysis of claim merit.
- (5) Analysis of claim cost.
- (6) Time impact analysis in CPM format.

E. District's Response. Upon receipt of a claim pursuant to this Section, District shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after District issues its written statement.

- (1) If District needs approval from its governing body to provide Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, District shall have up to three (3) days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide Contractor a written statement identifying the disputed portion and the undisputed portion.

- (2) Within thirty (30) days of receipt of a claim, District may request in writing additional documentation supporting the claim or relating to defenses or claims District may have against Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of District and Contractor.
 - (3) District's written response to the claim, as further documented, shall be submitted to Contractor within thirty (30) days (if the claim is less than \$50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by Contractor in producing the additional information or requested documentation, whichever is greater.
- F. Meet and Confer Process. If Contractor disputes District's written response, or District fails to respond within the time prescribed, Contractor may so notify District, in writing, either within fifteen (15) days of receipt of District's response or within fifteen (15) days of District's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, District shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- G. Mediation. Within ten (10) business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, District shall provide Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after District issues its written statement. Any disputed portion of the claim, as identified by Contractor in writing, shall be submitted to nonbinding mediation, with District and Contractor sharing the associated costs equally. District and Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the claim has been identified in writing, unless the Parties agree to select a mediator at a later time.
- (1) If the Parties cannot agree upon a mediator, each Party shall select a mediator. Each Party shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.
 - (2) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the Parties in dispute

resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

- (3) Unless otherwise agreed to by District and Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.
- (4) The mediation shall be held no earlier than the date Contractor completes the Work or the date that Contractor last performs Work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

H. Procedures After Mediation. If following the mediation, the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time Contractor submits its written Claim until the completion of the Meet and Confer process.

Except as provided herein, nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

I. Civil Actions. The following procedures are established for all civil actions filed to resolve claims subject to this Section:

- (1) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of these procedures.. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.
- (2) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the

Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

- (3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (a) arbitrators shall, when possible, be experienced in construction law, and (b) any Party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other Party.

- J. Government Code Claims. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against District. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against District. A Government Code claim must be filed no earlier than the date the work is completed or the date Contractor last performs work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.
- K. Non-Waiver. District's failure to respond to a claim from Contractor within the time periods described in this Section or to otherwise meet the time requirements of this Section shall result in the claim being deemed rejected in its entirety. District's failure to respond shall not waive District's rights to any subsequent procedures for the resolution of disputed claims.
- L. Duty to Continue Performance. Unless provided to the contrary in the Contract Documents, Contractor shall continue to perform the Work and District shall continue to satisfy its payment obligations to Contractor, pending the final resolution of any dispute or disagreement between Contractor and District.
30. Notice of Third-Party Claims. Pursuant to Public Contract Code Section 9201, District shall provide Contractor with timely notification of the receipt of any third-party claim, relating to the Contract. District is entitled to recover its reasonable costs incurred in providing such notification.
31. Indemnification. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless District against any and all claims involving any type of

property damage or personal injury, including death, that may be asserted by any person or type of entity, arising out of or in connection with the performance of work, both on and off the job site, and will pay all costs and expenses, including attorney fees in connection therewith; provided however, Contractor shall not be liable for the sole established negligence, willful misconduct or active negligence of District. Contractor will defend, with counsel of District's choosing, any action filed in connection with any of said claims, damages, penalties, obligations or liabilities. Contractor will promptly pay any judgment rendered against Contractor or District arising out of or in connection with such work, operation or activities of Contractor hereunder and Contractor agrees to save and hold District harmless therefrom. District may retain to the extent it deems necessary, the money due to Contractor under and by virtue of the Contract until disposition has been made of such actions or claims for damages as specified herein above. Contractor shall reimburse District and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by District, its directors, officials officers, employees, agents, or volunteers.

32. Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by District of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by District in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as District may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of District, regardless of whether or not such warranties and guarantees have been transferred or assigned to District by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of District. In the event that Contractor fails to

perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of District, District shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse District for any expenses incurred hereunder upon demand.

33. Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site
34. Applicable Law and Venue. This Contract shall be governed by the laws of the State of California as effective and in force on the date of this Contract. This Contract shall be deemed to have been made in County of San Diego, California, regardless of the order of the signatures of the Parties affixed hereto.
35. Modifications. No terms or conditions contained in any writing, purchase order, acknowledgment, or form shall be of any effect unless agreed to in a written amendment or modification to this Contract which has been executed by the designated representative of both Parties.
36. Waiver. No claim or right arising out of a breach of this Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
37. Notice. All notices shall be given to the other party at the address set forth herein. Notice shall be effective upon receipt or five (5) days after being sent by first class mail, whichever is earlier. Notice given by facsimile shall not be effective unless acknowledged by the receiving party.

Contractor
**Christian Brothers Emergency
Building Services.**
10176 Riverford Road.
Lakeside, Ca 92040

District
LAKESIDE UNION SCHOOL DISTRICT
12335 Woodside Avenue
Lakeside, CA 92040

Attn: **Dave Shaw**

Attn: **Lisa Davis**

38. Drafting of Contract. The Parties agree that this Contract shall not be construed in favor of, or against, any party by reason of the extent to which any party or its counsel participated in the drafting of this Contract. The Parties represent that they have consulted legal counsel prior to the execution of this Contract and have executed this Contract with full knowledge of its meaning and effect.
39. Assignment or Delegation. Consultant may not assign or sub-contract its rights or obligations under this Contract without the consent of District, which may be withheld for any reason.
40. Severability. It is intended that each paragraph of this Contract shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Contract is unaffected.
41. Laws and Regulations; Provisions Required by Law Deemed Inserted. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Work. If Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify District in writing. Any necessary changes shall be made by written change order. Each and every provision or clause required by law to be inserted in this Contract shall be deemed to be inserted, and this Contract shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either party this Contract shall be amended to make the insertion or correction. All references to statutes, rules or regulations shall include all amendments, replacements and enactments on the subject which are in effect as of the date of this Contract, as well as any later changes which do not materially and substantially alter the rights or obligations of the Parties.
42. Fingerprinting Requirements. Unless exempted, Contractor shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with District's pupils. Contractor shall also ensure that its consultants, as well as all subcontractors on the Project, comply with the requirements of Section 45125.1. To this end, Contractor and its consultants and subcontractors must

provide for the completion of District's standard certification form prior to any of Contractor's employees, or those of any other consultants, coming into contact with District's pupils.

43. Drug/Smoke-Free Workplace. District and all District projects are "drug-free" and "smoke-free" workplaces and, as such, require that the Contractor be subject to the requirements mandated by California Government Code Sections 8350, et seq., when on the Project site. The Drug-Free Workplace Act of 1990 requires that every person or entity awarded a contract or grant for the procurement of any property or service from a State agency certify that it will provide a drug-free workplace and, in that respect, comply with certain obligations set forth in that Act. In addition, the Drug-Free Workplace Act provides that each contract or grant awarded by the State agency may be subject to suspension of payments or termination for failure to comply with such Act. It is the sole responsibility of Contractor to police and oversee its personnel on the Project. If Contractor fails to comply with the Drug-Free Workplace Act or the smoke-free workplace policy of District, District may enforce its lawful rights to suspend pending or subsequent payments and to terminate this Contract and may pursue all other rights and remedies it may have against Contractor at law and/or in equity.
44. Compliance With State Storm Water Permit:
- A. Contractor shall be required to comply with all aspects of the State Water Resources Control Board ("State Board") Water Quality Order No. 2009-0009-DWQ, National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity ("Permit"), as may be amended, for all projects that involve construction on or disturbance of one acre or more of land or which are part of a larger common area of development.
 - B. Contractor shall be responsible for all costs associated with filing the Notice of Intent ("NOI") and for obtaining coverage under the Permit. This includes preparing and implementing a Storm Water Pollution Prevention Plan ("SWPPP") for the Project site, and coordinating all submittals with District's Legally Responsible Person as that term is defined in the Permit. Before any NOI, SWPPP, or other Permit related document may be submitted to the State Board or implemented on the Project site, it must first be reviewed and approved by the District. Contractor shall include all costs of compliance with specified requirements in the Contract amount.
 - C. District retains the right to procure and maintain coverage under the Permit for the Project site if Contractor fails to draft a satisfactory NOI or SWPPP or proceed in a manner that is satisfactory to District. Any costs incurred by District in procuring and maintaining coverage under the Permit, or drafting an NOI or SWPPP shall be paid by Contractor.

- D. Contractor shall be responsible for maintaining compliance with all aspects of the Permit during the course of the Project. Contractor shall provide copies of all reports and monitoring information to the District Representative. If Contractor has failed or is unable to maintain compliance with the Permit, District reserves the right to implement its own SWPPP at the Project site, and hire additional contractors to maintain compliance. Whether Contractor has adequately maintained compliance with the Permit shall be District's sole determination. Any costs incurred by District in drafting and implementing a SWPPP, or otherwise maintaining compliance with the Construction General Permit shall be paid by Contractor.
 - E. In bidding on this Contract, it shall be Contractor's responsibility to evaluate and include in the contract amount the cost of procuring coverage under the Permit, preparing a SWPPP that is acceptable to District, and complying with the SWPPP and any revisions to the SWPPP that become necessary during the course of construction.
 - F. In addition to compliance with the Permit, Contractor shall comply with the lawful requirements of any applicable municipality, District, drainage district, and other local agencies regarding discharges of storm water to the storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.
 - G. Storm, surface, nuisance, or other waters may be encountered at various times during construction of the Work. Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.
 - H. Failure to comply with the Permit is a violation of federal and state law. Contractor hereby agrees to indemnify and hold harmless District, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which District, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the sole established negligence, willful misconduct or active negligence of District, its officials, officers, agents, employees or authorized volunteers. District may seek damages from Contractor for delay in completing the Contract in accordance with the Contract Documents, caused by Contractor's failure to comply with the Permit.
45. Counterparts. This Contract may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one in the same Agreement.

46. Exhibits and Recitals. All Exhibits and Recitals referenced in this Contract and attached hereto are hereby incorporated by this reference into this Contract.
47. Time of Essence. Time is of the essence for each and every provision of this Contract.

IN WITNESS WHEREOF, this Contract is executed by the District's authorized representative.

**CHRISTIAN BROTHERS EMERGENCY LAKESIDE UNION SCHOOL DISTRICT
BUILDING SERVICES.**

By: 
Name: DAVID R SHAW
Title: DIRECTOR/COMMERCIAL
Date: 10-28-2022

By: _____
Name: _____
Title: _____
Date: _____

Fed. Tax I.D. # 26-1744087

DIR Registration **1000048949**

Exhibit A

Christian Brothers
Emergency Building Services

10176 Riverford Rd.
Lakeside, CA. 92040

Estimate

Date	Estimate #
10/25/2022	7258634-C

Lakeside Union School District
Todd Owens
12335 Woodside Ave
Lakeside, CA 92040
USA

Qty	Description	Total
1	Water Mitigation	100,000.00
1	Contents	15,000.00
1	Commercial Repair	220,000.00
1	Asbestos Testing	2,000.00
1	Asbestos Abatement	5,000.00
* IF BOND REQUIRED ADD 3% TO TOTAL		
Total		\$342,000.00

Phone #	E-mail
619-469-8955	accounting@cbrinc.com

Customer Signature _____

Exhibit B-1-

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: November 10, 2022

Agenda Item:

Chula Vista Electric Contract

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

Winter Gardens Emergency Power Pole Replacement - JPA

Fiscal Impact (Cost):

\$28,910

Funding Source:

0100 8150 000 0000 8100 5800 000 189 710

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: Maintenance & Operations

Submitted/Recommended By:

Approved for Submission to the Governing Board:


Principal/Department Head Signature


Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member 

SHORT FORM CONSTRUCTION CONTRACT

This CONTRACT made and entered into this 19TH day of October, 2022, by and between **LAKE SIDE UNION SCHOOL DISTRICT** ("District") and **Chula Vista Electric** ("Contractor"). District and Contractor are sometimes individually referred to herein as "Party" and collectively as "Parties."

WITNESSETH: That the Parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. Contract Documents. The complete contract includes all the Contract Documents, to wit:
 - A. Contract;
 - B. Bond(s) [**TO BE PROVIDED ON THE DISTRICT'S STANDARD FORMS**] executed in connection herewith;
 - C. Scope of Work set forth in **Exhibit "A" Dated 10-26-2022**
 - D. Certificate(s) of Insurance; and
 - E. All official papers and documents relating to the work to be performed hereunder which are not included in **Exhibit "A"** (i.e., technical drawings, etc.).
2. Scope of Work. Contractor agrees to perform the work and to furnish all tools, equipment, apparatus, facilities, labor and material necessary to perform and complete in a good workmanlike manner, all parts of the work as called for in a manner designated in and in strict conformance with the scope of work set forth in **Exhibit "A,"** attached hereto and incorporated herein ("Scope of Work" or "Project") and the Contract Documents. It is understood and agreed that said tools, equipment, apparatus, facilities, labor and material shall be furnished and said work performed and completed as required in said Scope of Work under the direction and supervision of, and subject to the approval of District's authorized representative. Contractor's Work shall also be consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, including a Business License, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Contractor shall perform, at its own cost and expense and without reimbursement from District, any work necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein. Any employee who is determined by District to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any

5. Other Retentions. In addition to Contract retentions, District may deduct from each progress payment an amount necessary to protect District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by District, incurred by District for which Contractor is liable under the Contract; and (11) any other sums which District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by District to deduct any of these sums from a progress payment shall not constitute a waiver of District's right to such sums.
6. Substitution of Securities. Pursuant to California Public Contract Code section 22300, Contractor may substitute securities for any money withheld by District to ensure the performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with District, with the State or federally chartered bank as the escrow agent, who shall return such securities to the Contractor upon satisfactory completion of the contract. Deposit of securities with an escrow agent shall be subject to a written agreement between the escrow agent and District, which provides that no portion of the securities shall be paid to the Contractor until District has certified to the escrow agent, in writing, that the contract has been satisfactorily completed. District shall certify that the contract has been satisfactorily completed within sixty (60) days of work "completion" as defined in Section 7107(c) of the California Public Contract Code. Securities eligible for investment under this section shall be limited to those listed in Section 16430 of the Government Code, bank or savings & loan certificates of deposit, interest-bearing demand deposit accounts, stand-by letters of credit, or any other security mutually agreed to by the Contractor.
7. Time for Completion/Liquidated Damages. Work shall commence on **October 19, 2022** and shall be completed by Contractor and usable by District on or before **October 27, 2022**. If the Work is not completed and usable by District, it is understood that District will suffer damage. In accordance with Government Code section 53069.85, being impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay District as fixed and liquidated damages, and not as a penalty, the sum of **(\$500)** for each and every calendar day of delay beyond the time prescribed in the Agreement for finishing the Work. In the event this is not paid, the Contractor agrees that District may deduct that amount from any money due or that may become due the Contractor under the Contract.

Shawn S Hudson

Digitally signed by Shawn S Hudson
DN: C=US, E=shudson@c-v-e.com, O=Chula
Vista Electric, CN=Shawn S Hudson
Date: 2022.10.28 13:58:13-07'00'

B. Contractor's Initials: _____

13. **[IF CONTRACT IS GREATER THAN \$25K PAYMENT BOND IS REQUIRED; IF CONTRACT IS LESS THAN \$25K, DISTRICT TO DETERMINE WHETHER BONDS ARE NECESSARY.]** Bonds. Contractor shall be required at the time of the execution of the Contract to furnish Payment and Faithful Performance Bonds in amounts not less than one hundred percent (100%) of the Total Contract Price. These bonds shall be secured from a surety company satisfactory to District, shall be submitted on District's prescribed bond forms, and Contractor thereon shall pay the premiums. The bonds must be executed by an admitted Surety approved to conduct business in the State of California, pursuant to California Code of Civil Procedure Section 995.120. In addition, to the extent required by law, the bonds must be accompanied by a certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner of the State of California, a certificate from the Clerk of the County of San Diego that the certificate of authority of the insurer has not been surrendered, revoked, cancelled, annulled, or suspended, or if it has that it has been renewed, and four copies of the insurer's most recent annual statement and quarterly statement filed with the Department of Insurance of the State of California. Failure to submit acceptable bonds will be cause of rejection of the contract. Said bonds shall be furnished within ten (10) days after award of the Contract and before commencement of construction.
14. Assignment of Contract. Contractor shall not assign, transfer, convey, or otherwise dispose of this Contract, or of his/her right, title of interest in or to the same or any part thereof without previous consent in writing from District's authorized representative.
15. Suspension/Termination of Contract.
- A. District has the right to terminate or abandon any portion or all of the work under this Contract by giving ten (10) calendar days written notice to Contractor. In such event, District shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. District shall pay Contractor the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Work for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by District and Contractor of the portion of such task completed but not paid prior to said termination. District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Contractor shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.
- B. Contractor may terminate its obligation to provide further services under this Contract upon thirty (30) calendar days' written notice to District only in the event

the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute

21. Underground Utility Facilities. To the extent required by Section 4215 of the California Government Code, District shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the construction drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of District to provide for removal or relocation of such utility facilities.
22. Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify District against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.
23. Completion of Work. When Contractor determines that it has completed the Work required herein, Contractor shall so notify District in writing and shall furnish all labor and material releases required by this Contract. District shall thereupon inspect the Work. If the Work is not acceptable to District, District shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a reinspection by District. Once the Work is acceptable to District, District shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which District may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.
24. Changes in the Scope of Work. In the event District orders changes in the Work, the Total Contract Price and the Contract Time will be adjusted accordingly. If a change is of an item not covered by the Contract, District and Contractor shall mutually agree upon the value of the work based on labor, materials and equipment involved. Regardless of ownership, equipment rates shall not exceed the listed prevailing rates at local equipment rental agencies, or distributors, at the time the work is performed. All changes in work

principal office of Contractor in the manner provided in Labor Code section 1776. In the event of noncompliance with the requirements of this section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this section. Should noncompliance still be evident after such 10-day period, the Contractor shall, as a penalty to District, forfeit not more than the maximum statutory rate for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner.

Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on the Contractor.

- D. Ineligible Contractors/Subcontractors/Debarment. A Contractor or subcontractor may not perform work who is ineligible pursuant to Labor Code Sections 1777.1 and 1777.7.
- E. Apprentice. Attention is called to the provisions in Section 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under Contractor.
- F. DIR Registration. Pursuant to Labor Code section 1771.1, Contractor shall, at all times, ensure that it, and all of its subcontractors, regardless of tier, are appropriately registered with the Department of Industrial Relations ("DIR"). Contractor shall provide evidence of such registration information upon request of District.
- G. Labor Compliance. Contractor acknowledges that pursuant to recently enacted Senate Bill 854, all labor compliance monitoring required for the Project by the Education Code or Labor Code, shall be provided by DIR. Contractor shall, at no additional cost to District, be required to comply with all the requirements of DIR for such compliance monitoring and all applicable provisions of the California Labor Code, including but not limited to the standard provisions requiring payment of prevailing wages, more further explained below, maintenance and submission of certified weekly payrolls, and hiring of apprenticeship as appropriate for all workers for which a prevailing wage classification is listed by or may be obtained from the DIR. Contractor shall work with District, and DIR to ensure the full compliance applicable labor law and all applicable labor compliance requirements of the DIR. Contractor shall include the requirements of this provision in all subcontracts and require subcontractors to comply with these provisions at no additional cost to District.

conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

D. Supporting Documentation. Contractor shall submit all claims in the following format:

- (1) Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made.
- (2) List of documents relating to claim:
 - (a) Specifications;
 - (b) Drawings;
 - (c) Clarifications (Requests for Information);
 - (d) Schedules; and
 - (e) Others.
- (3) Chronology of events and correspondence.
- (4) Analysis of claim merit.
- (5) Analysis of claim cost.
- (6) Time impact analysis in CPM format.

E. District's Response. Upon receipt of a claim pursuant to this Section, District shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after District issues its written statement.

- (1) If District needs approval from its governing body to provide Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, District shall have up to three (3) days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide Contractor a written statement identifying the disputed portion and the undisputed portion.

resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

- (3) Unless otherwise agreed to by District and Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.
- (4) The mediation shall be held no earlier than the date Contractor completes the Work or the date that Contractor last performs Work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

H. Procedures After Mediation. If following the mediation, the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time Contractor submits its written Claim until the completion of the Meet and Confer process.

Except as provided herein, nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

I. Civil Actions. The following procedures are established for all civil actions filed to resolve claims subject to this Section:

- (1) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of these procedures.. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.
- (2) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the

property damage or personal injury, including death, that may be asserted by any person or type of entity, arising out of or in connection with the performance of work, both on and off the job site, and will pay all costs and expenses, including attorney fees in connection therewith; provided however, Contractor shall not be liable for the sole established negligence, willful misconduct or active negligence of District. Contractor will defend, with counsel of District's choosing, any action filed in connection with any of said claims, damages, penalties, obligations or liabilities. Contractor will promptly pay any judgment rendered against Contractor or District arising out of or in connection with such work, operation or activities of Contractor hereunder and Contractor agrees to save and hold District harmless therefrom. District may retain to the extent it deems necessary, the money due to Contractor under and by virtue of the Contract until disposition has been made of such actions or claims for damages as specified herein above. Contractor shall reimburse District and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by District, its directors, officials officers, employees, agents, or volunteers.

32. Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by District of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by District in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as District may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of District, regardless of whether or not such warranties and guarantees have been transferred or assigned to District by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of District. In the event that Contractor fails to

Contractor
Chula Vista Electric.

9344 Wheatlands Road.
Santee, Ca 92071

Attn: **Shawn Hudson**

District
LAKESIDE UNION SCHOOL DISTRICT

12335 Woodside Avenue
Lakeside, CA 92040

Attn: **Lisa Davis**

38. Drafting of Contract. The Parties agree that this Contract shall not be construed in favor of, or against, any party by reason of the extent to which any party or its counsel participated in the drafting of this Contract. The Parties represent that they have consulted legal counsel prior to the execution of this Contract and have executed this Contract with full knowledge of its meaning and effect.
39. Assignment or Delegation. Consultant may not assign or sub-contract its rights or obligations under this Contract without the consent of District, which may be withheld for any reason.
40. Severability. It is intended that each paragraph of this Contract shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Contract is unaffected.
41. Laws and Regulations; Provisions Required by Law Deemed Inserted. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Work. If Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify District in writing. Any necessary changes shall be made by written change order. Each and every provision or clause required by law to be inserted in this Contract shall be deemed to be inserted, and this Contract shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either party this Contract shall be amended to make the insertion or correction. All references to statutes, rules or regulations shall include all amendments, replacements and enactments on the subject which are in effect as of the date of this Contract, as well as any later changes which do not materially and substantially alter the rights or obligations of the Parties.
42. Fingerprinting Requirements. Unless exempted, Contractor shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with District's pupils. Contractor shall also ensure that its consultants, as well as all subcontractors on the Project, comply with the requirements of Section 45125.1. To this end, Contractor and its consultants and subcontractors must

- D. Contractor shall be responsible for maintaining compliance with all aspects of the Permit during the course of the Project. Contractor shall provide copies of all reports and monitoring information to the District Representative. If Contractor has failed or is unable to maintain compliance with the Permit, District reserves the right to implement its own SWPPP at the Project site, and hire additional contractors to maintain compliance. Whether Contractor has adequately maintained compliance with the Permit shall be District's sole determination. Any costs incurred by District in drafting and implementing a SWPPP, or otherwise maintaining compliance with the Construction General Permit shall be paid by Contractor.
 - E. In bidding on this Contract, it shall be Contractor's responsibility to evaluate and include in the contract amount the cost of procuring coverage under the Permit, preparing a SWPPP that is acceptable to District, and complying with the SWPPP and any revisions to the SWPPP that become necessary during the course of construction.
 - F. In addition to compliance with the Permit, Contractor shall comply with the lawful requirements of any applicable municipality, District, drainage district, and other local agencies regarding discharges of storm water to the storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.
 - G. Storm, surface, nuisance, or other waters may be encountered at various times during construction of the Work. Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.
 - H. Failure to comply with the Permit is a violation of federal and state law. Contractor hereby agrees to indemnify and hold harmless District, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which District, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the sole established negligence, willful misconduct or active negligence of District, its officials, officers, agents, employees or authorized volunteers. District may seek damages from Contractor for delay in completing the Contract in accordance with the Contract Documents, caused by Contractor's failure to comply with the Permit.
45. Counterparts. This Contract may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one in the same Agreement.



Chula Vista Electric Co.

9344 Wheatlands Rd.
Santee, CA 92071
www.C-V-E.com

- 2.3. Price is based on normal and after hours work per LSUSD instructions to restore power in a timely manner. after hours Saturday work.
- 2.4. The correctness and completeness of the contract documents is the sole responsibility of those who have prepared them. This proposal covers only that work that is adequately shown described and/or detailed in the above referenced contract documents.
- 2.5. CVE reserves its right to accept, reject, or negotiate applicable terms and conditions of any contract to be entered into, in good faith, with the customer upon award of the work. Submission of this proposal shall not bind us to accept or perform the proposed work until terms are fully agreed to by both parties in writing.
- 2.6. CVE is registered with the Department of Industrial Relations as a Registered Public Works Contractor in California DIR. No. 1000002595
- 2.7. The customer to provide clear access to the work area during construction.
- 2.8. Items subject to governmental tariffs effective on or after quotation will be price in effect at time of shipment.
- 2.9. Quotation is valid for 30 days after the date of issue

3. Exclusions:

- 3.1. Bringing existing electrical conditions up to code
- 3.2. Sales tax increase (our price is based upon sales tax of 7.75%)
- 3.3. All permits and fees
- 3.4. Site lighting permits
- 3.5. Noise permits
- 3.6. Utility company fees
- 3.7. Design and engineering fees
- 3.8. Premium portion of overtime
- 3.9. Payment and performance bond cost
- 3.10. Bid allowances
- 3.11. Temporary power and lighting
- 3.12. Field painting or coatings
- 3.13. Handling, removal, and disposal of hazardous materials
- 3.14. Fees for underground locating services
- 3.15. Material and or labor escalations
- 3.16. Demolition (CVE will perform safe-off and disconnect at panel location)
- 3.17. Field office or job site security
- 3.18. Portable sanitation facility
- 3.19. Dumpsters



Chula Vista Electric Co.

9344 Wheatlands Rd.
Santee, CA 92071
www.C-V-E.com

We thank you for the opportunity to assist you on this project and hope that you will favor us with this work. As always, your telephone inquiries will yield a prompt response.

Sincerely,

SHAWN S. HUDSON

shudson@c-v-e.com
Office(619)420-4500
Mobile(619)616-1492
Fax(619)420-9572



Chula Vista Electric
9344 Wheatlands Rd.
Santee, CA 92071
www.c-v-e.com

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: November 10, 2022

Agenda Item:

Approval of the November contracts list for the fiscal year, 2022-23.

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

Approval is requested for the attached list of agreements with outside vendors for fiscal year, 2022-23.

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:



Lisa Davis, Assistant Superintendent

Approved for Submission to the Governing Board:



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member _____

LUSD CONTRACTS 2022-23

Agency Name	Description	Contract #	Dept./Site	Began	Ends	Amount (not to exceed)
Quality Control Addendum	Addendum to 2021-22 Contract to extend Term	B2021-001A	BOND	7/1/2022	6/30/2023	Extension of Term
Coastal Neuro Group	Full Pschyo Educational IEE Assessment	I2023-020	SPED	10/6/2022	6/30/2023	Not to Exceed \$4,250
CC Autism Spectrum Consultant, LLC	Addendum to Contract, adding Counseling Services	I2023-004A	SPED	7/1/2022	6/30/2023	\$100/hour or \$50/per 30 minutes
Janus Corporation	Asbestos Abatement Kitchen Wall	C2023-004	BOND	6/2/2022	7/31/2022	\$5,885.00
Specialized Education of CA, Sierra School	Non Public School Master Contract	V2023-074	SPED	7/1/2022	6/30/2023	\$226.76 Daily Rate + Additional Rates on Appendix A
ProCare Therapy	Addendum A-Speech Language Pathologist-Nicole Carnevali	V2023-075	SPED	8/22/2022	6/14/2023	\$88/hour, 40 hours a week
Mobile Ed Productions, Inc	Sky Dome Planetarium Presentation	I2023-021	Winter Gardens	11/14/2022	11/14/2022	\$1,295.00
Aseltine	Non Public School Master Contract	V2023-076	SPED	7/1/2022	6/30/2022	See Appendix A: Rate Sheet
Mariana Mesnik	Addendum to Agreement, Cancellations	I2023-017A	SPED	9/29/2022	6/30/2023	Cancellation Charge
Curriculum Associates, LLC	Ellevation Software and Training, Implementation	V2023-077	ED Services	12/1/2022	6/30/2024	\$15,833.33/19 months
New Direction Solutions, LLC	Non Public School Master Contract	V2023-078	SPED	7/1/2022	6/30/2023	See Rate Sheet
Inclusive Leadership and Equity Consultants	Admin. Support with Special Ed at LC	I2023-022	SPED	10/17/2022	6/30/2023	NTE \$50,000/\$575.99 a Day
Lainie Rowell/Innovative Learning Communities	Professional Learning for PD Day, Jan.27, 2023	V2023-080	ED SERV	1/27/2023	1/27/2023	\$6,000/day including travel and expenses
Ambrosia Travel	Apptitude Show Choir Competition Travel Agency Services	V2023-081	LMS	3/30/2023	4/2/2023	\$1,740.00
Ambrosia Travel	Adrenaline Knotts Trip Agency Services	V2023-079	LMS	3/17/2023	3/18/2023	\$780.00
Therapy Travelers Addendum	Richard Stravasnik, School Pyschologist, Addendum to increase hours	V2023-073A	SPED	10/7/2022	6/14/2023	\$95/hour, up to 40 hours a week
GEM Industrial	Replace Powerpole at Winter Gardens Elementary	PW2023-002	MAINT	10/26/2022	1/9/2023	\$5,680.00
Janus Corporation	Riverview Asbestos Abatement	PW2023-001	MAINT	11/26/2022	11/31/22	\$4,287.00
Jesse Prado	Short Term Employee Agreement-DJ for Family Nights	E2023-002	ED SERV	10/20/2022	3/23/2023	\$600.00
Student Trans. Agreement (LS)	Reimbursement of Mileage for Student	T2023-02	SPED	10/13/2022	6/30/2023	IRS Mileage Rate
Student Trans. Agreement (LS)	Reimbursement of Mileage for Student	T2023-03	SPED	10/13/2022	6/30/2023	IRS Mileage Rate
Grace Dearborn (Conscious Teaching)	Professional Development/Site Coaching	I2023-023	ED SERV	1/1/2023	6/30/2023	\$40,000.00

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: November 10, 2022

Agenda Item:

October PTA Donation Summary

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

Fiscal Impact (Cost):

Funding Source:

Addresses Emphasis Goal(s):

☐ **#1:** Academic Achievement

☐ **#2:** Social Emotional

☐ **#3:** Physical Environments

Recommended Action:

☒ **Informational**

☐ **Denial/Rejection**

☐ **Discussion**

☐ **Ratification**

☐ **Approval**

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

☐ **Adoption**

Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Lisa Davis, Assistant Superintendent



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member _____

2022-23 PTA Donation Summary Report

School Site	Description	Aug -Sept \$	Oct \$	Total Annual Donation
Lakeside Farms				0.00
Lakeview				0.00
Lindo Park				0.00
Riverview	Learning A-Z		\$ 5,436.36	5,436.36
Wintergardens				0.00
Lemon Crest				0.00
Tierra Del Sol	Donation from PTA to 8th Gr. FTs	\$ 1,657.00		1,657.00
Tierra Del Sol	Donation from PTA to PE Dept for New Equip.	\$ 2,000.00		2,000.00
Tierra Del Sol	Donation from PTA to ASB for EZ Ups	\$ 1,000.00		1,000.00
Tierra Del Sol	Donation from PTA to Dance/Drama	\$ 3,000.00		3,000.00
Tierra Del Sol	Donation from PTA to Site/Gym	\$ 5,000.00		5,000.00

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: November 10, 2022

Agenda Item:

School Plan for Student Achievement

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

Each school site is required to develop a School Plan for Student Achievement (SPSA) annually. The purpose of the SPSA is to coordinate all educational services at the school. The SPSA shall, at a minimum, address how funds provided to the school through any of the sources identified in EC Section 64000 will be used to improve the academic performance of all pupils. California Education Code (EC) Section 64001 requires that a School Site Council (SSC), comprised of an equal number of staff members and parents/community members develop the SPSA. The SSC's responsibilities include approving the plan, recommending it to the local governing board for approval, monitoring its implementation, and evaluating the effectiveness of the planned activities at least annual

Fiscal Impact (Cost):

N/A

Funding Source:

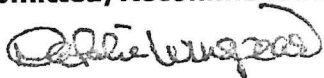
N/A

Recommended Action:

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

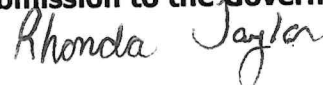
Originating Department/School: Educational Services

Submitted/Recommended By:



Principal/Department Head Signature

Approved for Submission to the Governing Board:



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member _____

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

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 11/10/2022

Agenda Item: **Adoption of OpenSciEd Science Curriculum, Grades 6-8**

Background (Describe purpose/rationale of the agenda item): The LUSD Middle School Science PILOT team is recommending adoption of the OpenSciEd Science Curriculum for grades 6-8.

Fiscal Impact (Cost): TBD for materials only. Curriculum is open source.

Funding Source: General Fund

Addresses Emphasis Goal(s): #1

#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: Education Services

Submitted/Recommended By:

Natalie Winspear



Principal/Department Head Signature

Approved for Submission to the Governing Board:



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member _____

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: November 10, 2022

Agenda Item:

Approve change orders #59 for SWCS, Inc on the Lakeside Farms Elementary School modernization project.

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

Change order #59 has been submitted by the contractor for a credit in the amount of -\$4,117.33 for the modernization at Lakeside Farms Elementary School.

Change orders as follows:

Change Order Number	Description	Amount
59	Credit for 2 floor drains that were not installed in building 300	\$ -4,117.33
Sub-Total		\$ -4,117.33

New contract amount is \$2,801,664.67

Fiscal Impact (Cost):

None

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

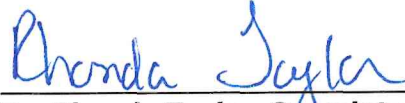
Originating Department/School: Business Services

Submitted/Recommended By:



Lisa Davis,
Assistant Superintendent

Approved for Submission to the Governing Board:



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member _____



Southwest Construction Services

11653 Riverside Drive, Ste.153
Lakeside, CA 92040
O: 619-258-9944
F: 619-258-9946

Date: 08/09/2022
Contractor Information
SWCS

TRADE CONTRACT CHANGE ORDER: PCO 59
Project: Modernization at Lakeside Farms Elementary School
Contract Number :2021-11
Change Order Amount: \$ -4117.33)

The Contract is changed as follows:

Credit for not installing (2) floor drains in building 300 Servery.

Architect of Record:



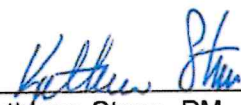
Paul Gallegos

Eric Hall & Associates
now part of MGT Consulting:



Tina Cullors

SWCS



Kathleen Strom, PM

LAKE SIDE UNION SCHOOL DISTRICT



Lisa Davis, Assistant Superintendent, Business



11653 Riverside Dr. Ste 153 Lakeside, CA 92040 P-619-258-9944 F-619-258-9946 Lic. # 967347

TITLE: ASI 006R1 Credit for floor sinks to remain in 300

PROJECT: Lakeside Farms ES Modernization

TO: Attn: Tina Cullors
Eric Hall & Associates
5245 Avenida Encinas # A
Carlsbad, CA 92008
Phone: 760-602-9352

PROPOSED CHANGE ORDER

NO. 59

DATE: 08/09/2022

JOB: 21-185

CONTRACT/PO: 2021-11

SUBMITTED: 08/09/2022

COMPLETED:

REQUIRED:

DESCRIPTION

ASI 006R2 and ASI 006 revised the floor sinks in building 300 servery to remove two floor sinks.

Num Item	Description	Ref	Qty	Unit	Unit Price	Amount
1	ASI 006R1 revised floor sinks in building 300 servery		-1.000	LS	3,797.57	-3,797.57
Item Total:						(\$3,797.57)
10% OH&P						(\$379.76)
1% Bond						\$0.00
Total:						(\$4,177.33)

APPROVAL

By:


Kathleen Strom

Date: 08/09/2022

By:



Date: 08/11/2022

ASI o6R1

SMI	Labor	8	\$109.65	\$877.20	
	Labor	4	\$47.57	\$190.28	
	Labor	4	\$87.40	\$349.60	
	Material			\$1,344.72	
				\$2,761.80	
	P&OH			\$276.18	
				\$3,037.98	\$3,037.98
DSI	Equip			\$63.73	
	Labor			\$164.62	
	Subtotal			\$228.35	
	P&OH			\$22.84	
	TOTAL			\$251.19	\$251.19
Horeth	Material			\$157.50	
	Labor			\$284.59	
				\$442.09	
	P&OH			\$66.31	
				\$508.40	\$508.40
					\$3,797.57



CA License No. 668809 DIR No. 1000033231 ELBE 14SM1285 SBE 58274

CHANGE ORDER No. 12 Revised

Change Order for
Southwest Construction Services
11653 Riverside Drive Ste 153
Lakeside, CA 92040

Project:
Lakeside Farms Elementary School
Project # 21-185
11915 Lakeside Ave
Lakeside, CA 92040

Description of Change: Credit piping, sinks and labor for ASI 006. *Add back in two sinks.*

<u>Material:</u>	
Todd Pipe S003961126	(\$3,267.18)
Todd Pipe S112806077 (for two sinks)	\$1,922.46

<u>Labor:</u>	
8 Hours Journeyman @ \$109.65 per	(\$877.20)
4 Hours First Year Apprentice @ \$47.57 per	(\$190.28)
4 hours Fifth Year Apprentice @ \$87.40 per	(\$349.60)
Overhead and profit, 10 percent (of \$2,761.80)	\$276.18

TOTAL CREDIT:	\$3,037.98
----------------------	-------------------

Dated: May 9, 2022



BRANCH: 5002 TODD PIPE SAN DIEGO
1004 CUDAHY PL
SAN DIEGO, CA 92110-3929
Phone 619-275-8700
Fax



Quotation

EXPIRATION DATE	QUOTE NUMBER
05/15/2022	S112806077
PLEASE REMIT TO: TODD PIPE & SUPPLY, LLC ANAHEIM PO BOX 740039 LOS ANGELES, CA 90074-0039 Phone 619-275-8700	
PAGE NO. 1 of 2	

QUOTE TO:

SHIP TO:

SCOTT MICHAEL PLUMBING
PO BOX 127
SAN MARCOS, CA 92079-0127

LAKESIDE FARMS
11915 LAKESIDE AVENUE
LAKESIDE, CA 92040-1620

CUSTOMER NUMBER		CUSTOMER PO NUMBER		JOB NAME / RELEASE NUMBER		SALESPERSON		
818012		LAKESIDE FARMS		S003966126		House/Branch Sales 5002		
WRITER			SHIP VIA		TERMS		SHIP DATE	FREIGHT ALLOWED
Jose De la Cruz							04/15/2022	No
ORDER QTY	PRODUCT ID	DESCRIPTION				UNIT PRICE		EXT PRICE
		<div>Dear Valued Customer, Our commitment to you is to be transparent and consistent at all times. Weather events, the ongoing impact of COVID 19, and increased demand both domestically and internationally have severely impacted raw material suppliers. As a result, we expect continued volatility of pricing and availability including several suppliers declaring Force Majeure. Due to this, all quotes will be updated to reflect the current price when released for immediate shipment. We will closely monitor the ongoing impacts and will keep you informed.</div>						
40ft	48183	*PVCPIPE 4X20 SCH40 PVC SOLID PIPE-BE PN: P40BEPP20				5.853/ft		234.12
40ft	48179	*PVCPIPE 3X20 SCH40 PVC SOLID PIPE-BE PN: P40BEP20				4.032/ft		161.28
70ft	12186	*CIPIPE 2X10 CI NH SOIL PIPE PN: NHPK10				6.076/ft		425.32
4ea	47568	*ZURN 12X12 RCPTR 6 SUMP DPTH PN: Z1900-3NH *** SPECIAL ORDER ITEM ***				648.421/ea		2593.68
4ea	31285	*PVC 3 DWV P-TRAP W/SOLV WLD JOINT PN: PDWVPTM				25.262/ea		101.05
4ea	1650556	*3IN NO-HUB COUPLING (621908G) PN: 621908G				1.991/ea		7.96
4ea	12941	*CIFTG 4X2 CI NH WYE PN: NHYPPK				17.711/ea		70.84

** Continued on Next Page **



Todd Pipe & Supply, LLC San Diego
1004 Cudahy Place
San Diego, CA 92110-3929
619-275-8700
Fax 619-275-8710



Quotation

EXPIRATION DATE	QUOTE NUMBER
10/25/2021	S003966126
Todd Pipe & Supply, LLC San Diego 1004 Cudahy Place San Diego, CA 92110-3929 619-275-8700 Fax 619-275-8710	
PAGE NO.	
1 of 1	

QUOTE TO:

SHIP TO:

SCOTT MICHAEL PLUMBING
PO BOX 127
SAN MARCOS, CA 92079-0127

LAKESIDE FARMS
11915 LAKESIDE AVENUE
LAKESIDE, CA 92040-1620

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON		
44076	LAKESIDE FARMS		JOSE De La Cruz		
WRITER		SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
JOSE De La Cruz			Net Due 30th	10/04/2021	No
ORDER QTY	DESCRIPTION		UNIT PRICE	EXT PRICE	
40ft	4X20 PVC SCH40 PIPE BELL END SOLID CORE (PVC9400B)		4.770/ft	190.800	
40ft	3X20 PVC SCH40 PIPE BELL END SOLID CORE (PVC4030B)		3.290/ft	131.600	
70ft	2 NO-HUB PIPE 10' LENGTH		4.685/ft	327.950	
4ea	ZURN Z1900-3NH-2 12X12 ARE RECEPTOR *** Special Order Item ***		508.387/ea	2033.548	
4ea	3 PVC/DWV P-TRAP W/SOLVENT WELD JOINT		20.480/ea	81.920	
4ea	IDEAL 3IN NO-HUB COUPLING (621908G)		1.731/ea	6.924	
4ea	4X2 NO-HUB WYE		14.331/ea	57.324	
4ea	2 PVC/DWV 1/8 BEND		1.963/ea	7.852	
4ea	2 PVC/DWV 1/4 BEND		2.120/ea	8.480	
4ea	2 PVC/DWV LONG SWEEP 1/4 BEND		3.474/ea	13.896	
1ea	4 PVC/DWV COMBINATION WYE & 1/8 BEND - ONE PIECE		30.743/ea	30.743	
2ea	2 NO-HUB SAN TEE		10.004/ea	20.008	
6ea	2 NO-HUB 1/4 BEND		7.248/ea	43.488	
6ea	2 NO-HUB 1/8 BEND		6.256/ea	37.536	
10ea	2" BAND HANGER 3/8 NUT		0.368/ea	3.680	
20ft	3/8 ALL THREAD ROD - ZINC		0.523/ft	10.460	
18ea	IDEAL 2IN NO-HUB COUPLING (621808G)		1.443/ea	25.974	
Quoted pricing valid when product shipped within 48 hours from quote date at specified quantities and received in full. Otherwise, current pricing shall prevail. For Term & Conditions visit: http://www.toddpipes.com/terms			Subtotal	3032.18	
			Tax	235.00	
			S&H Charges	0.00	
			Amount Due	3267.18	



BRANCH: 5002 TODD PIPE SAN DIEGO
1004 CUDAHY PL
SAN DIEGO, CA 92110-3929
Phone 619-275-8700
Fax



Quotation

EXPIRATION DATE	QUOTE NUMBER
05/15/2022	S112806077
PLEASE REMIT TO: TODD PIPE & SUPPLY, LLC ANAHEIM PO BOX 740039 LOS ANGELES, CA 90074-0039 Phone: 619-275-8700	
PAGE NO.	
2 of 2	

QUOTE TO

SHIP TO:

SCOTT MICHAEL PLUMBING
PO BOX 127
SAN MARCOS, CA 92079-0127

LAKESIDE FARMS
11915 LAKESIDE AVENUE
LAKESIDE, CA 92040-1620

CUSTOMER NUMBER		CUSTOMER PO NUMBER		JOB NAME / RELEASE NUMBER		SALESPERSON		
818012		LAKESIDE FARMS		S003966126		House/Branch Sales 5002		
WRITER			SHIP VIA		TERMS		SHIP DATE	FREIGHT ALLOWED
Jose De la Cruz							04/15/2022	No
ORDER QTY	PRODUCT ID	DESCRIPTION				UNIT PRICE		EXT PRICE
4ea	30243	*PVC 2 DWV 1/8 BEND HXH PN: PDWV4K				2.422/ea		9.69
4ea	30614	*PVC 2 DWV 1/4 BEND HXH PN: PDWV9K				2.614/ea		10.46
4ea	31022	*PVC 2 DWV LS 1/4 BEND PN: PDWVLS9K				4.285/ea		17.14
1ea	32022	*PVC 4 DWV COMB WYE & 1/8 BEND 1 PC PN: PDWVCOMBP				37.919/ea		37.92
2ea	12604	*CIFTG 2 CI NH SAN TEE PN: NHSTK				12.366/ea		24.73
6ea	12224	*CIFTG 2 CI NH 1/4 BEND PN: NH9K				8.960/ea		53.76
6ea	12376	*CIFTG 2 CI NH 1/8 BEND PN: NH4K				7.729/ea		46.37
10ea	283415	*BLINE FIG. 200 2 BANDHGR PGL PN: Y065020				0.618/ea		6.18
20ft	10307	*ALLTHRD 3/8X10 GALV ZINC STL ALL THREAD ROD PN: GATRC10				0.523/ft		10.46
18ea	859695	*IDEAL 2 NH CPLG PN: 621808G				1.886/ea		33.95

If we received a copy of the project plans and specifications, then this quotation is based on our interpretation and understanding of the requirements therein. We believe that our quotation does reasonably cover these requirements. However, it is the responsibility of the purchaser to check our quotation, as it is not in any way guaranteed. The responsibility lies with the purchaser to determine the suitability of the material being quoted for the intended use. It is the responsibility of the purchaser to verify quantity, sizes, and descriptions prior to placement of order. This quotation may include special order material not subject to returns or cancellation.

Subtotal	3844.91
S&H Charges	0.00
Amount Due	3844.91

Sales Tax not included

www.reece.com

Customer	SWCS	Job Name	Lakeside Farms
Description of Work	Credit 16" trench Building 300	Job Location	Lakeside
		DSI JOB #	DATE
			6/20/2022

CODE	Equipment	Hourly/Daily	Rate	Amounts
				\$ -
20-28	F550 saw Truck	1	\$ (42.49)	\$ (42.49)
45-65	Concrete Saw	1	\$ (21.24)	\$ (21.24)
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Sub-Total (A)				\$ (63.73)

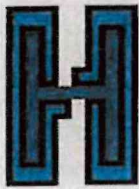
Material and/or Work done by Specialists			
Description	Hourly/Daily	Cost	Amounts
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
(B) Sub-Total			\$ -
Total Cost of Equipment & Materials (A+ B)=C			\$ (63.73)

Material and/or Work done by Specialists

Added %'s for Special Provisions (E)	15%	\$
Subsistence		\$ -
Travel Expense (F)		\$ -
Other		
Total Cost of Labor (D+E+F) =	G	\$ (164.62)
Equipment, Fuel, Dump Fees, etc. (A+B)= C	C	\$ (63.73)
	H	\$ -
(C+H) = Sub-Total		\$ (228.35)
with 10% Overhead and Profit		\$ (251.19)

Steve Rainier Calculated By	JT Checked By
--------------------------------	------------------

*** Please note, that without charging for our overhead and profit, this form wouldn't be possible.**



Horeth Construction Corp
12222 Woodside Ave #231, Lakeside, CA 92040
Phone: (619)464-2320 Fax (619)464-2330
License # 875607 DIR # 1000006294
DVBE # 2007413

Change Order

Date: 8/8/2022

Job Name: Lakeside Farms ES
Attention: Southwest Construction
Change # 7-R1

Item	Description			Amount
A	ASI 06 R1			
	Credit for 16'x18"x6" Trench			
	Labor Hours	Unit Cost	Hours	
	Journeyman Epoxy Dowels	\$ 90.47	-1	\$ (90.47)
	Foreman Epoxy Dowels	\$ 103.65	-1	\$ (103.65)
	Journeyman Finisher	\$ 90.47	-1	\$ (90.47)
	Material Costs	Unit Cost	Amount	
	Dowels	1	-20	\$ (20.00)
	Epoxy	70	-1	\$ (70.00)
	Concrete	135	-0.5	\$ (67.50)
				\$ -
				\$ -
	Subcontractor/Equipment Rental	Unit Cost	Amount	
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
	Subtotal			\$ (442.09)
	Truck and Tool Charge		\$300	\$0
	Overhead/Profit		15%	\$ (66.31)
	Total Amount			\$ (508.40)

Note: this revision becomes a part of, and in conformance with, the existing contract.



ASI

Architect's Supplemental Instructions

Date: March 16, 2022

ASI 006R-1

ASDG Job Number:
20-004

Project:
Lakeside Farms ES Modernization

Owner:
Lakeside Union School District

Contractor:
Southwest Construction Services

Copies To: ☒ File (20-004)



The following Supplemental Instructions are issued in accordance with the Contract Documents. The work shall be carried out in accordance with these instructions in conjunction with the Contract Documents. Proceeding with the work in accordance with these instructions indicates acceptance of these instructions as consistent with the Contract Documents. The Architect and District shall be made aware of any change in Contract Sum or Duration prior to implementing these instructions.

Description: Floor Sinks to Remain

As a revision to the previous ASI 006, floor sinks in Survery 300 are to remain in the project scope at the cold cart locations. Hot wells remain a "dry type operation" and do not require water or drains.

Contractor to provide a credit for removed floor sinks at hot well locations.

Attachments: ☐



Paul Gallegos

March 16, 2022

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: November 10, 2022

Agenda Item:

Approve Resolution No. 2023-10 to "No Competitive Advantage Finding" Pursuant to Applicable California Law for Authorizing A Change Order to the Existing Contract for the modernization at Lakeside Farms Elementary School.

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

Generally, all school districts, including the Lakeside Union School District are required to comply with the public bidding requirements of the Public Contract Code § 20111 et seq. and/or § 22000 et seq. ("CUPCAA") in awarding change order work to an existing construction contract, including section 20118.4 which typically requires separate bidding of change orders in excess of ten percent (10%) of the original contract amount. However, under California law, there is an exception to the bidding requirements typically applicable to District construction projects and change orders where the facts demonstrate that there is no competitive advantage to be gained by the public entity in further bidding such construction/change order work. (See *Graydon v. Pasadena Redevelopment Agency, et al.* (1980) 104 Cal. App 3d 631, 635.) The Board of Trustees originally approved an initial contract with SWCS Inc. ("Contractor") on or about May 27, 2021, in the amount of \$2,501,278.00 for the modernization at Lakeside Farms Elementary School Project ("Project"). The District subsequently determined that it was necessary to installation of break metal, furr out a wall and cap plumbing, add drain lines for water heater, and to approve extended time to contractor's contract. The work was necessary for the Project, and such work was authorized by Change Order #57, #58, #60, and #61 (the "Additional Work") as it was critical to completing all of the necessary Project work. New unforeseen needed changes had arisen related to the modernization at Lakeside Farms Elementary School ("New Change Order Work"). Collectively, the Additional Work and the New Change Order Work will result in the total amount of the change orders (collectively the "Change Orders") awarded to SWCS Inc. being over the generally applicable 10% threshold for such Change Orders. Accordingly, District staff thoroughly reviewed the District's options for proceeding with the Change Orders and believe that all of the facts and circumstances surrounding the Change Orders fully demonstrate that there was and is no competitive advantage to the District to attempt to independently competitively bid such Change Orders and to do so, would actually be unreasonable in these circumstances for the following reasons: (i) need for continuity with SWCS Inc, the original contractor and contractor of record for purposes of all DSA approved work, (ii) substantial delay in completion of all of the needed Change Orders, (iii) the need to preserve the original contractor's warranty and performance obligations over all work on the Project, and (v) avoidance of potential issues associated with

coordination and overlapping of physical space, project experience, interrelated nature of work, and proximity to the original scope of work if a second, separate contractor were to be used for the Change Orders. For all these reasons staff believes the Board should make the "no competitive advantage" finding and authorize the Change Order to SWCS Inc.'s contract as further described in the Resolution.

New contract amount is \$2,805,782.00

Fiscal Impact (Cost):

\$33,103.62

Funding Source:

Bond Fund - Measure L-Series B

Addresses Emphasis Goal(s):

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

Recommended Action:

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

Originating Department/School: Business Services

Submitted/Recommended By:



Lisa Davis,
Assistant Superintendent

Approved for Submission to the Governing Board:



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member _____



Southwest Construction Services

11653 Riverside Drive, Ste.153

Lakeside, CA 92040

O: 619-258-9944

F: 619-258-9946

Date: 07/21/2022

Contractor Information

SWCS

TRADE CONTRACT CHANGE ORDER: PCO 57

Project: Modernization at Lakeside Farms Elementary School

Contract Number :2021-11

Change Order Amount: \$ 1553

The Contract is changed as follows:

RFI 111 installation of break metal at three locations for fly fans.

Architect of Record:

Paul Gallegos

Eric Hall & Associates

now part of MGT Consulting:

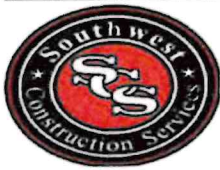
Tina Cullors

SWCS

Kathleen Strom, PM

LAKESIDE UNION SCHOOL DISTRICT

Lisa Davis, Assistant Superintendent, Business



11653 Riverside Dr. Ste. 153 Lakeside, CA 92040 P-619-258-9944 F-619-258-9946 Lic. # 967347

TITLE: RFI 111 Fly fan conflict
PROJECT: Lakeside Farms ES Modernization
TO: Attn: Tina Cullors
Eric Hall & Associates
5245 Avenida Encinas # A
Carlsbad, CA 92008
Phone: 760-602-9352

PROPOSED CHANGE ORDER

NO. 57
DATE: 07/21/2022
JOB: 21-185
CONTRACT/PO: 2021-11
SUBMITTED: 07/21/2022
COMPLETED:
REQUIRED:

DESCRIPTION

Per RFI 111, the exist doors 20, 21 and 36 have fly fans above them. The fans specified are 15" in height but the distance from the T-bar ceiling and the top of the doors is 10". Per the answer we installed the fly fans above the doors and were boxed out with a new T bar ceiling.

Num	Item	Description	Ref	Qty	Unit	Unit Price	Amount
1		Install breakmetal a 3 locations due to adjustment of fly fans over doors		1.000	LS	1,398.00	1,398.00
Item Total:							\$1,398.00
10% OH&P							\$139.80
1% Bond							\$15.34
Total:							\$1,553.14

APPROVAL

By: Kathleen Strom
Kathleen Strom

Date: 07/21/2022

By: [Signature]

Date: _____

July 19, 2022

Gail Grosshuesch
Southwest Construction Services
11653 Riverside Dr., Ste. 153
Lakeside, CA 92040

Fax No. 619.258.9944



Re: Lakeside Farms ES Modernization
BSC Job No. 6837

Brady SoCal, Inc.

Brady Change No.: 2

Reference: **RFI #111 Fly Fan Conflict**
Description: **Install breakmetal at 3 locations due to fly fans.**

Gentleman,

Our analysis of the referenced results in:

- X 1) Addition of \$4,403 ^{\$1,398}
- 2) No known affect or change in contract price
- 3) Affects our work, but no known change in contract price is required
- 4) This change will require a contract time extension of days.
- 5) Lead time for material is days.
- X 6) Work has proceeded per your direction. Please provide a check or change order in the amount requested. If this change is not acceptable we must receive written notification within 48 hours.
- 7) Work will proceed upon receipt of a written change order
- X 8) This price will expire on **August 18, 2022**
- 8) **Notes:**

This change request is based upon the timely issuance of a written billable change order so that the scope change and affected work adjacent to the area can be completed within the normal sequence. Failure to receive a timely change order may result in additional cost and delay the completion date.

If further information is required, please contact the undersigned.

Sincerely,
Brady SoCal, Inc.

Erin Morehouse
Project Manager

BRADY SOCAL, INC.
8100 Center Street P. O. Box 968 La Mesa, CA 91944-0968 619-462-2600 Fax: 619-465-3805

July 19, 2022
Southwest Construction Services
Lakeside Farms ES Modernization
Page 2

Brady Change No.: 2

Reference: **RFI #111 Fly Fan Conflict**
Description: **Install breakmetal at 3 locations due to fly fans.**

Material:

Material Cost (Including Sales Tax): \$ 651.00

Labor - Regular:

Regular 8.00 Hours at \$70.45 = \$563.60

Other Labor:

Stock & Cleanup 0% 0.00 Hours at \$20.45 = \$0.00

Job Supervision 0% 0.00 Hours at \$88.06 = \$0.00

Subtotal Labor Cost: \$563.60 \$563.60

Labor - Premium Time:

Half Rate 0.00 Hours at \$35.23 = \$0.00

Loss of Efficiency 0% 0.00 Hours at \$35.23 = \$0.00

Double Rate 0.00 Hours at \$70.45 = \$0.00

Loss of Efficiency 0% 0.00 Hours at \$70.45 = \$0.00

Subtotal Labor Cost: \$0.00 \$0.00

Job Expenses:

Consumables 0% = \$0.00

Small Tools 0% = \$0.00

Scaffold \$0.00

Equipment \$0.00

Shop Drawings \$0.00

Subcontracts: \$0.00

Cartage: \$0.00

Parking 1 Days at \$0.00 = \$0.00

Total Job Expenses: \$0.00 \$0.00

Subtotal: \$1,214.60

Overhead: ~~10.00%~~ 15% = 182.19 ~~\$121.46~~

Profit: 5.00% ~~\$66.80~~

Bond Premium: 0.00% \$0.00

Total Request: ~~\$1,403~~

\$ 1396.79

Ref.: **RFI #111 Fly Fan Conflict**
 Desc.: **Install breakmetal at 3 locations due to fly fans.**

Takeoff Sheet - Page 3 of 3



11653 Riverside Dr. Ste. 153 Lakeside, CA 92040 P-619-258-9944 F-619-258-9946 Lic. # 967347

TITLE:	Bldg 300 - Fly Fans Conflict	REQUEST FOR INFORMATION
		NO. 111
PROJECT:	Lakeside Farms ES Modernization	DATE: 04/12/2022
		JOB: 21-185
TO:	Attn:	CONTRACT/PO: 2021-11
	AlphaStudio Design Group	
	6152 Innovation Way	STARTED: 04/12/2022
	Carlsbad, CA 92009	COMPLETED:
	Phone: 760-431-2444	REQUIRED: 04/15/2022

REQUEST: Scheduling Impact: ☐ Monetary Impact: ☐

Plan sheet A-206

Doors 20, 21 & 36 all show fly fans above the exit doors in the server. The fans are 15" in height. The distance from the T-bar ceiling and the top of the doors is 10". Please provide direction on the install of the fly fans.

Proposed solution-
Install fly fans above doors per plans and box out with new T bar ceiling.

ANSWER:

Proposed solution is acceptable.

Tessie Bersamin
AlphaStudio Design Group
04/22/2022

Requested By: SWCS, Inc.

Date: 04/12/2022

Signed:

Kathleen Strom



SANITATION CERTIFIED LOW PROFILE 7

Ambient (Unheated) Air Curtain
Electrical Performance Sheet

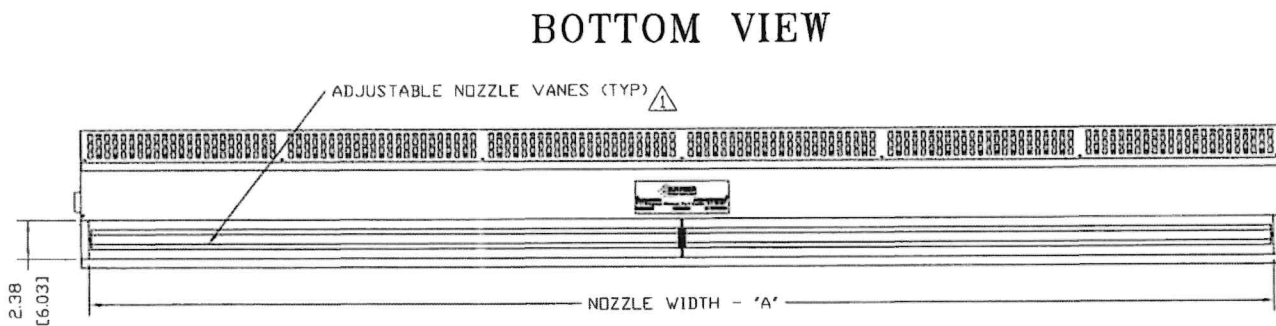
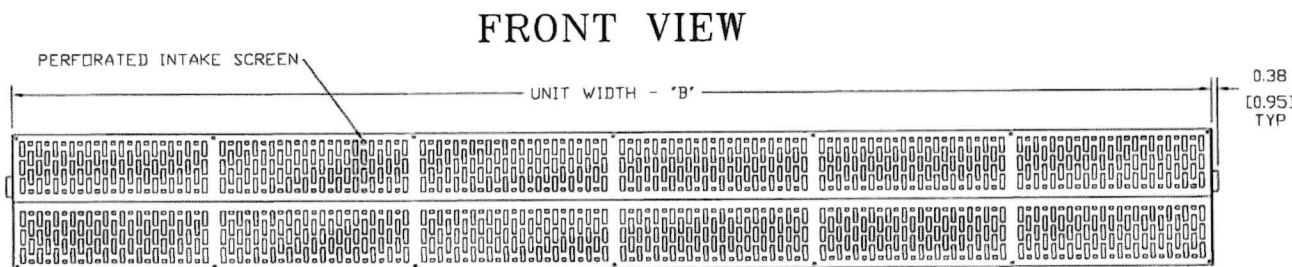
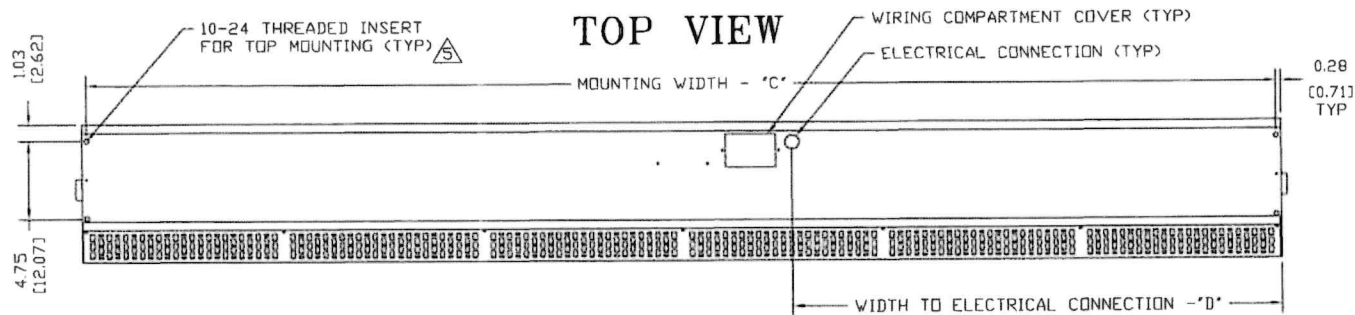
120/1/60 (voltage code A) MOTOR AMP DRAW = 3.4 each				208/1/60 (voltage code B) MOTOR AMP DRAW = 1.7 each			240/1/60 (voltage code J) or 220/1/50 (voltage code V) MOTOR AMP DRAW = 1.7 each		
MODEL	# CKTS	AMPS PER CIRCUIT	BREAKER RATING PER CIRCUIT	# CKTS	AMPS PER CIRCUIT	BREAKER RATING PER CIRCUIT	# CKTS	AMPS PER CIRCUIT	BREAKER RATING PER CIRCUIT
SLC07-1036A SLC07-1042A SLC07-1048A SLC07-1060A SLC07-1072A	1	3.4	15	1	1.7	15	1	1.7	15
SLC07-2084A SLC07-2096A SLC07-2108A SLC07-2120A	1	6.8	15	1	3.4	15	1	3.4	15

Berner reserves the right to alter specifications without prior notice.

www.berner.com **Berner International** 800.245.4455
111 Progress Ave. / New Castle / PA / 16101 / USA

EP-300
March, 2017

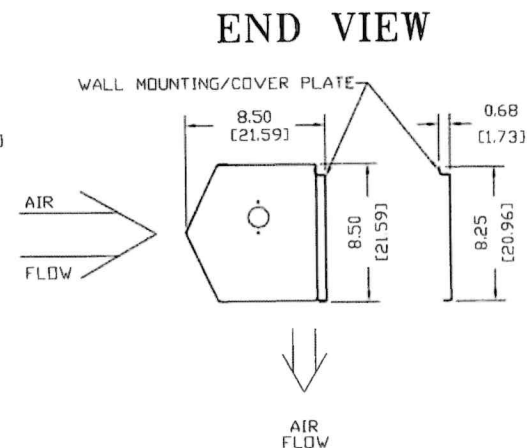
©Copyright, 2017 Berner International



SLC07

AMBIENT SYSTEM

SINGLE SPEED



NOTES:

- 1 AIR CURTAIN MUST BE INSTALLED SO AIR STREAM IS NOT OBSTRUCTED WHEN DEFLECTED 20° TO EITHER SIDE OF C.
- 2 ELECTRICAL CONNECTIONS TO BE FLEXIBLE.
- 3 FIELD VERIFY DIMENSIONS.
- 4 ANCHORS TO SUPPORTING STRUCTURE BY OTHERS.
- 5 ADEQUACY OF SUPPORTING STRUCTURE IS TO BE VERIFIED BY A PROFESSIONAL STRUCTURAL ENGINEER.
- 6 LETTER "A" IN MODEL NUMBER DESIGNATES AMBIENT UNIT.
- 7 DIMENSIONS IN INCHES (CENTIMETERS).

MODEL ⚠	NOZZLE WIDTH "A"	UNIT WIDTH "B"	MOUNTING WIDTH "C"	ELECTRIC WIDTH "D"
SLC07-1036A	34.62 [87.95]	36.06 [91.60]	35.50 [90.17]	11.43 [29.05]
SLC07-1042A	40.62 [103.17]	42.06 [106.83]	41.50 [105.41]	17.06 [43.33]
SLC07-1048A	46.62 [118.41]	48.06 [122.07]	47.50 [120.65]	17.12 [43.50]
SLC07-1060A	58.13 [147.65]	59.55 [151.26]	59.00 [149.86]	23.18 [58.88]
SLC07-1072A	71.37 [181.28]	72.81 [184.94]	72.25 [183.52]	29.50 [74.93]
SLC07-2084A	83.50 [212.09]	84.94 [215.74]	84.38 [214.31]	17.06 [43.33]
SLC07-2096A	95.50 [242.57]	96.94 [246.23]	96.38 [244.79]	17.12 [43.50]
SLC07-2108A	107.00 [271.78]	108.44 [275.44]	107.88 [274.00]	17.12 [43.50]
SLC07-2120A	118.50 [300.99]	119.94 [304.65]	119.38 [303.21]	23.18 [58.88]



PROJECT		TITLE:	BERNER
LOCATION		MODEL SLC07 CURTAIN	
ARCHITECT		AMBIENT SYSTEM	
ENGINEER			
DWG. NO.	SLC07-AMB		
DATE	28MAR2016		
BY	S. Bell		
REPLACES	14OCT14		
BY	S. Bell		
BERNER INTERNATIONAL CORP. NEW CASTLE, PA.			



SANITATION CERTIFIED LOW PROFILE 7

Ambient (Unheated) Air Curtain
Data Sheet

For Mounting Heights To 7' (insect control)

STANDARD CONSTRUCTION

- EPH Listed per NSF 37
- 8 1/2" high x 8" deep
- 1/5 hp single speed motor(s)
- White or black aluminum exterior cover
Optional: Custom Color or Stainless
- Wall & Top Mounting

5 Year
Limited
Warranty



for outdoor use



Air Curtain Fans
for ANSI/NSF37
Customer Entry
maximum mounting
height is 7'

MODEL	Nozzle Width (in)	Max Vel. at Nozzle (fpm)	Avg. Outlet Vel. (fpm)	Air Volume (cfm)	Outlet Vel. Uniformity	Power Rating (kW)	Motor(s) @ hp	Net Wt. (lbs)
SLC07-1036A	34.62	3,621	1,786	1,020	92%	0.32	1 @ 1/5	35
SLC07-1042A	40.62	3,439	1,773	1,188	93%	0.32	1 @ 1/5	38
SLC07-1048A	46.62	3,274	1,769	1,360	94%	0.32	1 @ 1/5	42
SLC07-1060A	58.13	2,984	1,727	1,656	95%	0.32	1 @ 1/5	49
SLC07-1072A	71.37	2,913	1,725	2,031	95%	0.32	1 @ 1/5	56
SLC07-2084A	83.50	3,439	1,725	2,376	93%	0.64	2 @ 1/5	76
SLC07-2096A	95.50	3,274	1,727	2,720	94%	0.64	2 @ 1/5	84
SLC07-2108A	107.00	3,274	1,709	3,016	94%	0.64	2 @ 1/5	91
SLC07-2120A	118.50	2,984	1,695	3,312	95%	0.64	2 @ 1/5	98

NOTE: Operation at 50 Hz will generate approximately a 17% reduction in air performance.

See sheet EP-300 for amp draws/total load requirements.

MODEL NUMBER CONFIGURATION

SLC07-1 036 A A-SS

Series	# of Motors	Opening Width	Heat	Voltage	Cabinet Finish
SLC07	1, 2	036" - 120"	A=Ambient	*A=120/1/60 B=208/1/60 J=240/1/60 V=220/1/50	White (leave blank) BK=Black Opt. Cabinet Finish SS=Stainless Steel CC=Custom Color

*Suitable for 50hz

make sure to specify Cabinet Finish if other than white

VELOCITY PROFILE: Model SLC07-1036A

Distance from Nozzle (ft)	2	3	4
Core Velocity (fpm)	1986	1643	1407

Sound level measured 10' (3m) from the unit in free field:
1 & 2 motor(s): 54 dBA & 57 dBA

Berner reserves the right to alter specifications without prior notice.

www.berner.com Berner International 800.245.4455
111 Progress Ave. / New Castle / PA / 16101 / USA

DS-300
July, 2017

©Copyright, 2017 Berner International



Southwest Construction Services

11653 Riverside Drive, Ste.153

Lakeside, CA 92040

O: 619-258-9944

F: 619-258-9946

Date: 08/08/2022

Contractor Information

SWCS

TRADE CONTRACT CHANGE ORDER: PCO 58

Project: Modernization at Lakeside Farms Elementary School

Contract Number :2021-11

Change Order Amount: \$ 567.60

The Contract is changed as follows:

RFI 113 Furr out existing wall and cap plumbing in ware washing area to accommodate new drywall.

Architect of Record:

Paul Gallegos

Eric Hall & Associates

now part of MGT Consulting:

Tina Cullors

SWCS

Kathleen Strom, PM

LAKESIDE UNION SCHOOL DISTRICT

Lisa Davis, Assistant Superintendent, Business



11653 Riverside Dr. Ste. 153 Lakeside, CA 92040 P-619-258-9944 F-619-258-9946 Lic. # 967347

TITLE: Proposed Change Order
PROJECT: Lakeside Farms ES Modernization
TO: Attn: Tina Cullors
Eric Hall & Associates
5245 Avenida Encinas # A
Carlsbad, CA 92008
Phone: 760-602-9352

PROPOSED CHANGE ORDER

NO. 58
DATE: 08/08/2022
JOB: 21-185
CONTRACT/PO: 2021-11
SUBMITTED: 08/08/2022
COMPLETED:
REQUIRED:

DESCRIPTION


RFI 113 requested that we furr out the wall with strips of 1/2" plywood and cap the abandoned sink plumbing in the wall due to it protruding past the new drwall into the ware was area.

Num	Item	Description	Ref	Qty	Unit	Unit Price	Amount
1		RFI 113 furr wall and cap plumbing in ware wash area		1.000	LS	510.90	510.90
Item Total:							\$510.90
10% OH&P							\$51.09
1% Bond							\$5.61
Total:							\$567.60

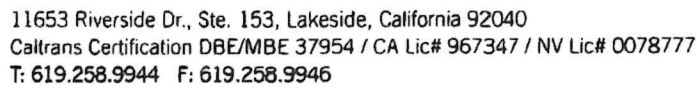
APPROVAL

By: 
Kathleen Strom

Date: 08/08/2022

By: 

Date: 08/11/2022



Project: Lakeside Farms
RFI 113

Contractor: ShCS

Work Start Date 5/6/22

Work Finish Date 5/6/22

Foreman Name Mike Crowe

Signature _____

[illegible]

Summary of Work Performed

RFI 113. Demo plumbing - forced out wall per

Description	Qty	Unit
1/2" OSB Plywood 4'x8'	1	38.58

Time, material and equipment verified by: _____

Additional Work and Payment Authorized by: _____
Name/Title _____ Signature _____



11653 Riverside Dr. Ste. 153 Lakeside, CA 92040 P-619-258-9944 F-619-258-9946 Lic. # 967347

TITLE:	Ware Wash Area Bldg 300	REQUEST FOR INFORMATION
		NO. 113
PROJECT:	Lakeside Farms ES Modernization	DATE: 05/02/2022
		JOB: 21-185
TO:	Attn:	CONTRACT/PO: 2021-11
	AlphaStudio Design Group	
	6152 Innovation Way	STARTED: 05/02/2022
	Carlsbad, CA 92009	COMPLETED:
	Phone:760-431-2444	REQUIRED: 05/13/2022

REQUEST: Scheduling Impact: ☒ Monetary Impact: ☒

Plan page P-203
East wall of the ware wash area.

The existing plumbing in the shared bathroom wall protrudes past the new drywall into the ware wash area. The drywall can not be installed in this area.

Proposed solution: Remove the existing cast iron drain pipe and fittings and replace what protrude with ABS using Fernco fittings to attach new ABS to the existing cast iron pipe area. See attached photos.

ANSWER:

Please furr the wall out with strips of 1/2" plywood and cap the abandoned sink plumbing in the wall.
Please perform on a T&M basis.

P Gallegos 5-3-22

Requested By: SWCS, Inc.

Date: 05/02/2022

Signed: _____
Kathleen Strom



Southwest Construction Services

11653 Riverside Drive, Ste.153
Lakeside, CA 92040
O: 619-258-9944
F: 619-258-9946


Date: 08/26/2022
Contractor Information
SWCS

TRADE CONTRACT CHANGE ORDER: PCO 60
Project: Modernization at Lakeside Farms Elementary School
Contract Number :2021-11
Change Order Amount: \$ 1,311.00

The Contract is changed as follows:

RFI 108 Add drain lines for water heater relocation

Architect of Record:



Paul Gallegos

Eric Hall & Associates
now part of MGT Consulting:



Tina Cullors

SWCS

Kathleen Strom, PM

LAKESIDE UNION SCHOOL DISTRICT



Lisa Davis, Assistant Superintendent, Business



CA License No. 668809 DIR No. 1000033231 ELBE 14SM1285 SBE 58274

CHANGE ORDER No. 15

Change Order for

Southwest Construction Services
11653 Riverside Drive Ste 153
Lakeside, CA 92040

Project:

Lakeside Farms Elementary School
Project # 21-185
11915 Lakeside Ave
Lakeside, CA 92040

Description of Change: Add drain lines at water heater and run to closest floor sink.

Material:

Todd Invoice S113663288.001	\$84.68
Marked Express Invoices	\$255.75

Labor:

6.5 hours Journeyman @ \$112.81 per	\$733.27
Overhead and profit, 10 percent (of \$1073.70)	\$107.37

TOTAL:	\$1,181.07
---------------	-------------------

Dated: August 22, 2022

SM
SCOTT MICHAEL INC.
 PLUMBING SYSTEMS & DESIGN

Time & Material Ticket

DATE: 7-14-22

PROJECT: Lakeside Farms Elementary


EMPLOYEE NAME	TRADE & CLASSIFICATION	HOURS
Gabriel Fverte	Plumber Plumber Journeyman	4

MATERIAL/EQUIPMENT (INC INVOICE, MODEL, PICKUP/DELIVERY)	QUANTITY
Todd pipe - 20 feet 3/4 type M	
20 feet 3/4 sch 40 pvc, 10 - 3/8 straight sammys	
10 - 3/4 split rings, 10 feet 3/8 all thread	
6 - 3/4 cxc 90's, 6 3/4 pvc 90's	

DETAILED DESCRIPTION OF WORK PERFORMED FOR T&M:

(Please make sure to indicate any building - s, room - s or room names that identify the area in which you worked)

RFT moved water heater from Location on plans, over mop sink to inside of kitchen prep area. Per plan the drains for water heater would have been right over mop sink. New drains have to be ran to nearest floor sink and mounted on wall

SCOTT MICHAEL INC. SIGNATURE: 

GC SUPERINTENDENT SIGNATURE _____

P.O. Box 127, San Marcos, CA 92069
 Ph: 760.744.2507 Fax: 760.744.2837



BRANCH: 5002 TODD PIPE SAN DIEGO
1004 CUDAHY PL
SAN DIEGO CA 92110-3929
Phone: 619-275-8700

INVOICE

INVOICE DATE	INVOICE NUMBER
08/16/2022	S113663288.001
PLEASE REMIT TO: TODD PIPE & SUPPLY, LLC ANAHEIM PO BOX 740039 LOS ANGELES CA 90074-0039 Phone: 866-345-5552 Fax Number: 877-699-5552	
PAGE NO. Page 1 of 1	

BILL TO:

SHIP TO:

SCOTT MICHAEL INC
PO BOX 127
SAN MARCOS CA 92069

SCOTT MICHAEL LAKESIDE FARMS MOD
11915 LAKESIDE AVENUE
LAKESIDE CA 92040-1620

CUSTOMER NUMBER		CUSTOMER PO NUMBER		JOB NAME / RELEASE NUMBER		SALESPERSON	
806857		lakeside farms				House/Branch Sales	
WRITER		SHIP VIA		TERMS		SHIP DATE	ORDER DATE
Donald Jones		PICK UP		NET 15TH PROX		08/16/2022	08/16/2022
ORDER QTY	SHIP QTY	PRODUCT ID	DESCRIPTION			UNIT PRICE	EXT PRICE
20ft	20ft	309244	*PVCPIPE 1X10 SCH40 PVC SOLID PIPE-BE PN: P40BEPG10			1.097ft	21.94
1ea	1ea	35127	*IPS WELD-ON PVC SOLV CEMENT 1/2 PT MED CLEAR PN: 10097			11.781ea	11.78
6ea	6ea	53065	*CHARP 1 PVC SCH40 90 ELL SXS PN: PVC023001000			0.865ea	5.19
1ea	1ea	50594	*CHARP 1 PVC SCH40 FEM ADPT FIPXS PN: PVC021011000			0.705ea	0.71
1ea	1ea	53065	*CHARP 1 PVC SCH40 90 ELL SXS PN: PVC023001000			0.865ea	0.87
10ft	10ft	10307	*ALLTHRD 3/8X10 GALV ZINC STL ALL THREAD ROD PN: GATRC10			0.657ft	6.57
5ea	5ea	96815	*DOTTIE 3/8-16 WOOD DRILLING ROD HANGER BOTTOM MOUNT PN: SSW38B			1.647ea	8.24
5ea	5ea	1418900	*ELITE 1-1/4 SPLIT RING HANGER COP PN: 5200-0125PC			1.851ea	9.26
2ea	2ea	1612381	*CHARP 1 SCH80 UNION SXS EPDM O-RINGS PN: PVC 08710 1400			7.019ea	14.04



MORSCO offers online payments and access to invoice copies for your convenience
at <http://Morsco.Billtrust.com>.

REGISTER TO ACCESS YOUR ONLINE ACCOUNT AT <http://MORSCO.BILLTRUST.COM>

Online Payments, View, and Download Invoices and Statements.

For TERMS and CONDITIONS of sale, please visit www.reece.com

Invoice is due by 09/15/2022. All claims for shortages or errors must be made at once, returns require written authorization and are subject to handling charges. Special orders are non-returnable.

2022/08/16 02:51 03 PM S113663288 1

Signature
SCOTT

Subtotal	78.60
S&H Charges	0.00
Tax	6.08
Payments	0.00
Amount Due	84.68

TO VIEW ONLINE	http://morsco.billtrust.com
ENROLLMENT TOKEN	TMR RRS TVB
ACCOUNT NUMBER	804836



a MORSCO brand

BRANCH: 2015 SANTEE
9489 MISSION PARK PLACE
SANTEE CA 92071-2807
Phone: 619-449-5800
Fax Number: 619-449-3741

INVOICE

INVOICE DATE	INVOICE NUMBER
07/14/2022	S113425316.001
PLEASE REMIT TO: EXPRESS PIPE & SUPPLY PO BOX 740039 LOS ANGELES CA 90074-0039	
PAGE NO. Page 1 of 1	


BILL TO:

SHIP TO:

SCOTT MICHAEL INC
PO BOX 127
SAN MARCOS CA 92069

SCOTT MICHAEL LAKESIDE FARMS MOD
11915 LAKESIDE AVENUE
LAKESIDE CA 92040-1620

CUSTOMER NUMBER		CUSTOMER PO NUMBER		JOB NAME / RELEASE NUMBER		SALESPERSON	
806857		LAKESIDE FARM				House/Branch Sales	
WRITER		SHIP VIA		TERMS		SHIP DATE	ORDER DATE
Darrien Johnson		PICK UP		NET 15TH PROX		07/14/2022	07/14/2022
ORDER QTY	SHIP QTY	PRODUCT ID	DESCRIPTION			UNIT PRICE	EXT PRICE
1ea	1ea	260221	*ABS 1-1/2 DWV 45 ELL HXH PN: ADWV4J			2.376ea	2.38
1ea	1ea	47222	*ABS 1-1/2 DWV TRAP ADPT FEM W/POLY-NUT PN: ADWVFTAPNJ			4.735ea	4.74
10ft	10ft	43083	*COPTUBE 3/4X10 M HARD COP TUBE <u>TEM</u>			3.690ft	36.90
2ea	2ea	30251	PN: MHARDF10 *PVC 3 DWV 1/8 BEND HXH PN: PDWV4M			9.397ea	18.79
2ea	2ea	257003	*DOTTIE 3 TWO HOLE PIPE STRAP 15 GA. PN: HW408			1.156ea	2.31



MORSCO offers online payments and access to invoice copies for your convenience at <http://Morsco.Billtrust.com>.
REGISTER TO ACCESS YOUR ONLINE ACCOUNT AT <http://MORSCO.BILLTRUST.COM>
[Online Payments, View, and Download Invoices and Statements.](#)



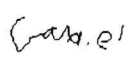
MORSCO offers online payments and access to invoice copies for your convenience at <http://Morsco.Billtrust.com>.

REGISTER TO ACCESS YOUR ONLINE ACCOUNT AT <http://MORSCO.BILLTRUST.COM>

Online Payments, View, and Download Invoices and Statements.

For TERMS and CONDITIONS of sale, please visit www.reece.com

Invoice is due by 08/15/2022. All claims for shortages or errors must be made at once, returns require written authorization and are subject to handling charges. Special orders are non-returnable.

2022/07/14 10:20:24 AM S113425316 1		Subtotal	65.12
 GABRIEL		S&H Charges	0.00
		Tax	5.03
		Payments	0.00
		Amount Due	70.15
TO VIEW ONLINE		http://morsco.billtrust.com	
ENROLLMENT TOKEN		TMR RRS TVB	
ACCOUNT NUMBER		804836	



a MORSCO brand

BRANCH: 2015 SANTEE
9489 MISSION PARK PLACE
SANTEE CA 92071-2807
Phone: 619-449-5800
Fax Number: 619-449-3741

INVOICE


INVOICE DATE	INVOICE NUMBER
07/14/2022	S113422146.001
PLEASE REMIT TO: EXPRESS PIPE & SUPPLY PO BOX 740039 LOS ANGELES CA 90074-0039	
PAGE NO. Page 1 of 1	

BILL TO:

SHIP TO:

SCOTT MICHAEL INC
PO BOX 127
SAN MARCOS CA 92069

SCOTT MICHAEL LAKESIDE FARMS MOD
11915 LAKESIDE AVENUE
LAKESIDE CA 92040-1620

CUSTOMER NUMBER		CUSTOMER PO NUMBER		JOB NAME / RELEASE NUMBER		SALESPERSON	
806857		Lakeside Farms				House/Branch Sales	
WRITER		SHIP VIA		TERMS		SHIP DATE	ORDER DATE
Daniel Acosta		PICK UP		NET 15TH PROX		07/14/2022	07/14/2022
ORDER QTY	SHIP QTY	PRODUCT ID	DESCRIPTION			UNIT PRICE	EXT PRICE
20ft	20ft	48148	*PVCPIPE 1/2X20 SCH40 PVC SOLID PIPE-BE PN: P40BEPD20			0.606ft	12.12
1ea	1ea	50445	*CHARP 1/2 PVC SCH40 MALE ADPT MIPXS PN: PVC021090600			0.375ea	0.38
1ea	1ea	53374	*CHARP 1/2 PVC SCH40 90 ELL SPXS PN: PVC023040500			1.170ea	1.17
All TEM							
				MORSCO offers online payments and access to invoice copies for your convenience at http://Morsco.Billtrust.com . REGISTER TO ACCESS YOUR ONLINE ACCOUNT AT http://MORSCO.BILLTRUST.COM Online Payments, View, and Download Invoices and Statements.			

For TERMS and CONDITIONS of sale, please visit www.reece.com

Invoice is due by 08/15/2022. All claims for shortages or errors must be made at once, returns require written authorization and are subject to handling charges. Special orders are non-returnable.

2022/07/14 07:24:10 AM S113422146.1 	Subtotal	13.67
	S&H Charges	0.00
	Tax	1.05
	Payments	0.00
	Amount Due	14.72
TO VIEW ONLINE		http://morsco.billtrust.com
ENROLLMENT TOKEN		TMR RRS TVB
ACCOUNT NUMBER		804836



BRANCH: 5002 TODD PIPE SAN DIEGO
1004 CUDAHY PL
SAN DIEGO CA 92110-3929
Phone: 619-275-8700

INVOICE

INVOICE DATE	INVOICE NUMBER
07/14/2022	S113420547.001
PLEASE REMIT TO: TODD PIPE & SUPPLY, LLC ANAHEIM PO BOX 740039 LOS ANGELES CA 90074-0039 Phone: 866-345-5552 Fax Number: 877-699-5552	
PAGE NO. Page 1 of 1	

BILL TO:

SHIP TO:

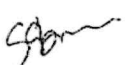
SCOTT MICHAEL INC
PO BOX 127
SAN MARCOS CA 92069

SCOTT MICHAEL LAKESIDE FARMS MOD
11915 LAKESIDE AVENUE
LAKESIDE CA 92040-1620

CUSTOMER NUMBER		CUSTOMER PO NUMBER		JOB NAME / RELEASE NUMBER		SALESPERSON	
806857		lakeside farms				House/Branch Sales	
WRITER		SHIP VIA		TERMS		SHIP DATE	ORDER DATE
Fernando Del Rio		PICK UP		NET 15TH PROX		07/14/2022	07/14/2022
ORDER QTY	SHIP QTY	PRODUCT ID	DESCRIPTION			UNIT PRICE	EXT PRICE
2ea	2ea	30621	*PVC 3 DWV 1/4 BEND HXH PN: PDWV9M			10.327ea	20.65
10ft	10ft	1634851	PN: PVC7300B 3X10 PVC SCH40 PIPE BELL END SOLID CORE (PVC4030B)			5.323ft	53.23
7ea	7ea	1418897	*ELITE 3/4 SPLIT RING HANGER COP PN: 5200-0075PC			1.519ea	10.63
14ea	14ea	96815	*DOTTIE 3/8-16 WOOD DRILLING ROD HANGER BOTTOM MOUNT PN: SSW38B			1.647ea	23.06
1ea	1ea	260221	*ABS 1-1/2 DWV 45 ELL HXH PN: ADWV4J			2.376ea	2.38
7ea	7ea	1418894	*ELITE 1/2 SPLIT RING HANGER COP PN: 5200-0050PC			1.385ea	9.70
7ea	7ea	53039	*CHARP 1/2 PVC SCH40 90 ELL SXS PN: PVC023000600			0.423ea	2.96
1ea	1ea	35127	*IPS WELD-ON PVC SOLV CEMENT 1/2 PT MED CLEAR PN: 10097			11.781ea	11.78
10ft	10ft	10307	*ALLTHRD 3/8X10 GALV ZINC STL ALL THREAD ROD PN: GATRC10			0.657ft	6.57
1ea	1ea	259684	*CANFIELD 1# WATERSAFE LF GREEN LABEL SOLDER PN: SWWS01125CP			50.956ea	50.96
3ea	3ea	1626178	*#2 MEDIUM ACID BRUSH PN: 81352			0.237ea	0.71
2ea	2ea	43168	*COPFTG 3/4 COP CXC CPLG 7/8OD PN: CCF			1.443ea	2.89
7ea	7ea	32058	*COPFTG 3/4 COP CXC 90 ELL 7/8OD PN: C9F			2.132ea	14.92

For TERMS and CONDITIONS of sale, please visit www.reece.com

Invoice is due by 08/15/2022. All claims for shortages or errors must be made at once, returns require written authorization and are subject to handling charges. Special orders are non-returnable.

7/14/2022	S113420547.001	Subtotal	210.44
 gabriel		S&H Charges	0.00
		Tax	16.31
		Payments	0.00
		Amount Due	226.75
TO VIEW ONLINE		http://morsco.billtrust.com	
ENROLLMENT TOKEN		TMR RRS TVB	
ACCOUNT NUMBER		804836	



11653 Riverside Dr. Ste. 153 Lakeside, CA 92040 P-619-258-9944 F-619-258-9946 Lic. # 967347

TITLE: Bldg 300 Water Heater Conflict
PROJECT: Lakeside Farms ES Modernization
TO: Attn:
AlphaStudio Design Group
6152 Innovation Way
Carlsbad, CA 92009
Phone: 760-431-2444

REQUEST FOR INFORMATION

NO. 108
DATE: 04/07/2022
JOB: 21-185
CONTRACT/PO: 2021-11
STARTED: 04/07/2022
COMPLETED:
REQUIRED: 04/12/2022

REQUEST: **Scheduling Impact:** ☐ **Monetary Impact:** ☐

Plan sheets P-203 and QK - 6.1 show different locations for the water heater.
Please confirm correct location.

ANSWER:

Provide water heater per plumbing sheet P-203 (A.O. Smith BTS-150). Relocate water heater to the left of the hand sink providing 4" of clearance on all sides of water heater.

Jacob Lizama 4/15/22

Requested By: SWCS, Inc.

Date: 04/07/2022

Signed: _____
Kathleen Strom



Southwest Construction Services

11653 Riverside Drive, Ste.153
Lakeside, CA 92040
O: 619-258-9944
F: 619-258-9946


Date: 10/06/22
Contractor Information
SWCS

TRADE CONTRACT CHANGE ORDER: PCO 61
Project: Modernization at Lakeside Farms Elementary School
Contract Number :2021-11
Change Order Amount: \$ 29,672.02

The Contract is changed as follows:


The contract was extended to July 27, 2022 and extended general conditions were agreed upon at meeting with district, architect and CM on October 6, 2022.

Architect of Record:



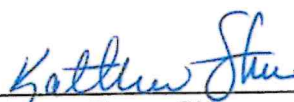
Paul Gallegos

Eric Hall & Associates
now part of MGT Consulting:



Tina Cullors

SWCS



Kathleen Strom, PM

LAKESIDE UNION SCHOOL DISTRICT



Lisa Davis, Assistant Superintendent, Business



11653 Riverside Dr. Ste. 153 Lakeside, CA 92040 P-619-258-9944 F-619-258-9946 Lic. # 967347

TITLE: Extended general conditions
PROJECT: Lakeside Farms ES Modernization
TO: Attn: Tina Cullors
Eric Hall & Associates
5245 Avenida Encinas # A
Carlsbad, CA 92008
Phone: 760-602-9352

PROPOSED CHANGE ORDER

NO. 61
DATE: 10/06/2022
JOB: 21-185
CONTRACT/PO: 2021-11

SUBMITTED:
COMPLETED:
REQUIRED:

DESCRIPTION

Costs for 3 1/2 months of extended general conditions for unforeseen work outside of the contract.
Agreement was reached at meeting on 10.6.22

Num	Item	Description	Ref	Qty	Unit	Unit Price	Amount
1		GC trailer/inspector trailer		3.500	month	712.00	2,492.00
2		Temporary Fencing		3.500	month	141.50	495.25
3		Truck/car expenses		3.500	month	267.00	934.50
4		Medical costs for 3 employees		3.500	month	358.00	1,253.00
5		Toilet rentals		3.500	month	478.00	1,673.00
6		Project Manager		175.580	hours	59.58	10,461.06
7		Project Engineer		182.580	hours	37.21	6,793.80
8		Superintendent		43.750	hours	59.54	2,604.88
Item Total:							\$26,707.49
10% OH&P							\$2,670.75
1% Bond							\$293.78
Total:							\$29,672.02


APPROVAL

By: Kathleen Strom
Kathleen Strom

Date: 10/06/2022

By: _____

Date: _____

	A	B	C	D	E	F	G	H	I	J	K	L	
1				SWCS, Inc., dba Southwest Construction Services 11653 Riverside Drive, Ste.153 Lakeside, CA 92040 O: 619-258-9944 - F: 619-258-9946									
2													
3													
4													
5													
6													
7													
8													
9	Monthly rental / equipment												
10	Job Name: Lakeside Farms ES						Date:		10/06/22		Revised 2		
11													
12													
13													
14	Description		Qty	Unit	Cost	Rental	Unit Costs					Total	
15							Labor	Hours					
16	GC trailer/Ins. Trailers	2 Each	3.5	MOS	\$712.00	\$2,492.00						\$2,492.00	
17	Temp fence		3.5	MOS	\$141.50	\$495.25						\$495.25	
18	Truck/car expenses		3.5	MOS	\$267.00	\$934.50						\$934.50	
19	Medical cost	3 Each	3.5	MOS	\$358.00	\$1,253.00						\$1,253.00	
20	Toilet Rental		3.5	MOS	\$478.00	\$1,673.00						\$1,673.00	
21											subtotal rental:		\$6,847.75
22													
23	Project Manager						\$59.58	175.58	\$10,461.06			\$10,461.06	
24	Superintendent						\$59.54	43.75	\$2,604.88			\$2,604.88	
25	Project Engineer						\$37.21	182.58	\$6,793.80			\$6,793.80	
26							\$0.00	0	\$0.00			\$0.00	
27							\$0.00	0	\$0.00			\$0.00	
28											Subtotal Labor:		\$19,859.73
29											subtotal:		\$26,707.48
30											Tax:		\$0
31											Freight:		\$0
32											10% O&P		\$2,670.75
33											1% bond		\$293.78
34											TOTAL:		\$29,672.01
35	CA License No. 967347 NV License No. 0078777 Caltrans Certified DBE/MBE #37954 SB #1796357												
36													

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 11/10/22

Agenda Item:

Administrative Regulation and Exhibits 1312.4: Williams Uniform Complaint Procedures

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

Adoption: Policy updated to reflect **NEW LAW (AB 131, 2021)** which renumbers the license-exempt California State Preschool Program code sections, ensure consistency with the California Department of Education's 2021-22 federal program monitoring instrument, clarify that districts may not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student, add Item #3 to the section regarding "Non-UCP Complaints" that any complaint alleging that a student, while in an education program or activity as specified, was subjected to sexual harassment as defined in 34 CFR 106.30 be addressed through federal Title IX complaint procedures, and clarify in Item #5 that complaints alleging a physical safety concern that interferes with a free appropriate public education is a non-UCP complaint.

Regulation updated to delete outdated and/or repealed U.S. Department of Education's Office for Civil Rights (OCR) references and where appropriate add current OCR material, ensure consistency with the California Department of Education's 2021-22 federal program monitoring instrument, clarify posting requirements for the annual notification, compliance officer contact information and information related to Title IX, add material regarding the requirement for an administrator who is not designated as a compliance officer who receives a complaint to notify the compliance officer, clarify that districts may not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student, add descriptions to the OPTION headings for districts that do or do not allow complainants to appeal to the governing board, delete material regarding respondent being sent the investigation report at the same time it is provided to complainant as this simultaneous exchange is not required by law, amend language in regard to pursuing civil law remedies in the notice to complainants included in investigation reports for allegations of unlawful discrimination, harassment, intimidation, and bullying based on state law, clarify when either party may request reconsideration of an appeal by the Superintendent of Public Instruction, and reflect **NEW LAW (AB 131, 2021)** which renumbers the license-exempt California State Preschool Program code sections.

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Recommended Action:

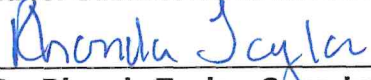
- | | |
|---|--|
| <input type="checkbox"/> Informational | <input type="checkbox"/> Denial |
| <input type="checkbox"/> Discussion | <input type="checkbox"/> Ratification |
| <input type="checkbox"/> Approval | <input type="checkbox"/> Explanation: Click here to enter text. |
| <input checked="" type="checkbox"/>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

Originating Department/School: Superintendent's Office

Submitted/Recommended By:


Lisa DeRosier, Executive Assistant

Approved for Submission to the Governing Board:


Dr. Rhonda Taylor, 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.
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.
 - 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)

Beginning of the year or semester means the time period from the first day pupils attend classes for a year-long course or semester-long course though not later than 20 business days afterwards.

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)

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)

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 school serving any of grades 6-12, a complaint may be filed alleging noncompliance with the requirement of Education Code 35292.6 to, at all times, stock and make available and accessible free of cost, an adequate supply of menstrual products in every women's and all-gender restroom and in at least one men's restroom. (Education Code 35292.6)

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 35186; 5 CCR 4680)

The Superintendent or designee shall post in each classroom in each school a notice containing the components specified in Education Code 35186. (Education Code 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 at the school in which the complaint arises. A complaint about problems beyond the authority of the principal 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 35186; 5 CCR 4680)

Investigation and Response

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

The principal 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 35186; 5 CCR 4685)

If the complainant has indicated on the complaint form a desire to receive a response to the complaint, the principal or Superintendent's designee shall send written resolution of the complaint to the mailing address of the complainant as indicated on the complaint within 45 working days of the initial filing of the complaint. If the principal makes this report, the information shall be reported at the same time to the Superintendent or designee. (Education Code 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 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 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 in the section "Types of Complaints" above, a complainant who is not satisfied with the resolution proffered by the principal 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 35186; 5 CCR 4687)

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

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 35186; 5 CCR 4686)

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.

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 serving any of grades 6-12, the school has not, at all times, stocked and made available and accessible free of cost, an adequate supply of menstrual products in every women's and all-gender restroom, and in at least one men's restroom.
- ☐ 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.

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)

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 11/10/22

Agenda Item:

Board Policy 3110: Transfer of Funds

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

Adoption: Policy updated to reflect **NEW LAW (SB 98, 2020)** which authorizes, for the 2020-21 and 2021-22 fiscal years if the state defers any payments owed to districts, the temporary transfer of up to 85 percent of the maximum amount held in any fund or account for the payment of obligations. Item #4 revised to clarify requirements for transfers from special reserve funds for capital outlay or other purposes into the general fund for general operating purposes of the district.

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Recommended Action:

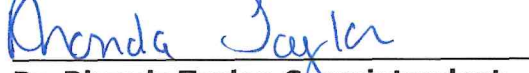
- | | |
|---|--|
| <input type="checkbox"/> Informational | <input type="checkbox"/> Denial |
| <input type="checkbox"/> Discussion | <input type="checkbox"/> Ratification |
| <input type="checkbox"/> Approval | <input type="checkbox"/> Explanation: Click here to enter text. |
| <input checked="" type="checkbox"/>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

Originating Department/School: Superintendent's Office

Submitted/Recommended By:


Lisa DeRosier, Executive Assistant

Approved for Submission to the Governing Board:


Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member: _____

TRANSFER OF FUNDS

The Governing Board recognizes its responsibility to monitor the district's fiscal practices to ensure accountability regarding the expenditure of public funds and compliance with legal requirements.

The total amount budgeted by the district for each major classification of expenditures, as listed in the California Department of Education's budget forms, shall be the maximum amount which the district may expend for that classification for the school year. (Education Code 42600)

However, when it is in the best interest of the district, the Board may:

1. At any time, adopt a written resolution providing for transfers from the designated fund balance or the unappropriated fund balance to any expenditure classification or between classifications. The resolution shall be filed with the County Superintendent of Schools and the County Auditor. (Education Code 42600)
2. Direct the temporary transfer of monies held in any district fund or account to another fund or account as necessary for the payment of obligations. Such borrowing shall occur only when the fund or account receiving the money will earn sufficient income during the current fiscal year to repay the amount transferred. No more than 75 percent of the maximum amount held in any fund or account during the current fiscal year may be transferred. Amounts transferred shall be repaid in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year. (Education Code 42603)
3. At the close of a school year, request that the County Superintendent make transfers between the designated fund balance or the unappropriated fund balance and any expenditure classification(s), or balance any expenditure classifications of the district budget as necessary for the payment of obligations incurred during that school year. (Education Code 42601)
4. If any special reserve funds that are maintained for capital outlay or other purposes pursuant to Education Code 42842 are not actually encumbered for ongoing expenses, transfer those monies into the general fund for the general operating purposes of the district. If any monies remain in the special reserve fund at the conclusion of a project, the Board may submit a written request to the County Superintendent, Auditor, and Treasurer to discontinue the special reserve fund and transfer those monies to the district's general fund. (Education Code 42841-42843)

Transfer monies between other funds or accounts when authorized by law.

*Legal Reference:***Cross Reference:**

0460 *Local Control and Accountability Plan*
3000 *Concepts and Roles*
3100 *Budget*
3300 *Expenditures and Purchases*
3350 *Travel Expenses*
3400 *Management of District Assets/Accounts*
3460 *Financial Reports and Accountability*
3470 *Debt Issuance and Management*
3551 *Food Service Operations/Cafeteria Fund*

Policy
adopted: September 17, 2012
revised: November 10, 2022

LAKESIDE UNION SCHOOL DISTRICT
Lakeside, California

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 11/10/22

Agenda Item:

Board Policy and Administrative Regulation 3517: Facilities Inspection

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

Adoption: Regulation updated to reflect NEW LAW (AB 367, 2021) which requires any school serving any of grades 6-12 to, at all times, stock and make available and accessible free of cost an adequate supply of menstrual products in specified restrooms beginning with the 2022-23 school year, and to post a notice, as specified, regarding this requirement in a prominent and conspicuous location.

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"/> Review Click here to enter text. |
| <input checked="" type="checkbox"/> Adoption | <input type="checkbox"/> 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. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member: _____

FACILITIES INSPECTION

The Governing Board recognizes that the condition of school facilities may have an impact on safety, student achievement, and employee morale and desires to provide school facilities that are safe, clean, and functional, as defined in Education Code 17002.

The Superintendent or designee shall develop a facilities inspection and maintenance program to ensure that school facilities are maintained in good repair in accordance with law. At a minimum, the program shall analyze those facility conditions specified on the facilities inspection tool developed by the Office of Public School Construction, including the following:

1. Gas Leaks: Gas systems and pipes appear safe, functional, and free of leaks.
2. Mechanical Systems: Heating, ventilation, and air conditioning systems as applicable are functional and unobstructed.
3. Windows/Doors/Gates/Fences (interior and exterior): Conditions that pose a safety and/or security risk are not evident.
4. Interior Surfaces (floors, ceilings, walls, and window casings): Interior surfaces appear to be clean, safe, and functional.
5. Hazardous Materials (interior and exterior): There does not appear to be evidence of hazardous materials that may pose a threat to students or staff.
6. Structural Damage: There does not appear to be structural damage that could create hazardous or uninhabitable conditions.
7. Fire Safety: The fire equipment and emergency systems appear to be functioning properly.
8. Electrical (interior and exterior): There is no evidence that any portion of the school has a power failure and electrical systems, components, and equipment appear to be working properly.
9. Pest/Vermin Infestation: Pest or vermin infestation is not evident.
10. Drinking Fountains (inside and outside): Drinking fountains appear to be accessible and functioning as intended.
11. Restrooms: Restrooms appear to be accessible during school hours, are clean, functional, and in compliance with Education Code 35292.5 (operational and supplied).
12. Sewers: Sewer line stoppage is not evident.

13. Roofs (observed from the ground, inside/outside the building): Roof system appears to be functioning properly.
14. Playground/School Grounds: The playground equipment and school grounds appear to be clean, safe, and functional.
15. Overall Cleanliness: School grounds, buildings, common areas, and individual rooms appear to be cleaned regularly.

The Superintendent or designee shall ensure that any necessary repairs identified during the inspection are made in a timely and expeditious manner. The Superintendent or designee shall provide the Board with regular reports regarding the district's facility inspection program and updates of any visits to district schools by the County Superintendent of Schools.

Legal Reference:

State

2 CCR 1859.300-1859.330

Ed. Code 1240

Ed. Code 17002

Ed. Code 17070.10-17077.10

Ed. Code 17565-17591

Ed. Code 17592.72

Ed. Code 33126

Ed. Code 35186

Ed. Code 35292.5-35292.6

Description

Emergency Repair Program

County superintendent of schools, duties

State School Building Lease-Purchase Law, including definition of good repair

Leroy F. Greene School Facilities Act of 1998

Property maintenance and control

Urgent or emergency repairs; School Facility Emergency Repair Account

School accountability report card

Complaints regarding teacher vacancy or misassignment

Restrooms; maintenance and cleanliness

Federal

20 USC 6314

42 USC 300f-300j-27

Description

Schoolwide programs

Safe Drinking Water Act

Management Resources

State Allocation Board, Public School Construction

Website

Website

Website

Website

Website

Website

Description

Facility Inspection Tool: School Facility Conditions Evaluation

CSBA District and County Office of Education Legal Services

California County Superintendents Educational Services Association

California Department of Education, Williams Case

State Allocation Board, Office of Public School Construction

Coalition for Adequate School Housing

CSBA

Cross References

Code

0460

0510

1312.4

1312.4-E(1)

1312.4-E(2)

1330.1

3000

3311

3511.1

3514

3514.2

3516

Description

Local Control And Accountability Plan

School Accountability Report Card

Williams Uniform Complaint Procedures

Williams Uniform Complaint Procedures

Williams Uniform Complaint Procedures

Joint Use Agreements

Concepts And Roles

Bids

Integrated Waste Management

Environmental Safety

Integrated Pest Management

Emergencies And Disaster Preparedness Plan

3550	Food Service/Child Nutrition Program
6117	Year-Round Schedules
7110	Facilities Master Plan
7111	Evaluating Existing Buildings
9000	Role Of The Board

FACILITIES INSPECTION

The Superintendent or designee shall inspect school facilities to ensure that they are maintained and in good repair. At a minimum, the Superintendent or designee shall assess those facility conditions specified on the facilities inspection tool developed by the Office of Public School Construction, including, but not limited to, the following: (Education Code 17002, 35292.5)

1. Gas Leaks: Gas systems and pipes appear and smell safe, functional, and free of leaks.
2. Mechanical Systems: Heating, ventilation, and air conditioning systems, as applicable, are functional and unobstructed; appear to supply an adequate amount of air to all classrooms, workspaces, and facilities; and maintain interior temperatures within normally acceptable ranges.
3. Windows and Doors: Windows and doors are intact, functional, and open, close, and lock as designed, unless there is a valid reason they should not function as designed.
4. Fences and Gates: Fences and gates are intact, functional, and free of holes and other conditions that could present a safety hazard to students, staff, or others. Locks and other security hardware function as designed.
5. Interior Surfaces (walls, floors, ceilings): Interior surfaces are free of safety hazards from tears, holes, missing floor and ceiling tiles, torn carpet, water damage, or other cause. Ceiling tiles are intact. Surfaces display no evidence of mold or mildew.
6. Hazardous Materials: Hazardous and flammable materials are stored properly. No evidence of peeling, chipping, or cracking paint is apparent. No indicators of mold, mildew, or asbestos exposure are evident. There does not appear to be evidence of hazardous materials that may pose a threat to the health and safety of students or staff.
7. Structures: Posts, beams, supports for portable classrooms and ramps, and other structures appear intact, secure, and functional as designed. Ceilings and floors are not sloping or sagging beyond their intended design. There is no visible evidence of severe cracks, dry rot, mold, or damage that undermines structural components.
8. Fire Safety and Emergency Equipment: Fire sprinklers, fire extinguishers, emergency alarm systems, and all emergency equipment and systems appear to be functioning properly. Fire alarm pull stations are clearly visible. Fire extinguishers are current and placed in all required areas, including every classroom and assembly area. Emergency exits are clearly marked and unobstructed.
9. Electrical Systems: Electrical systems, components, and equipment, including switches, junction boxes, panels, wiring, outlets, and light fixtures, are securely enclosed, properly covered and guarded from student access, and appear to be working properly.
10. Lighting: Interior and exterior lighting appears to be adequate and working properly. Lights do not flicker, dim, or malfunction, and there is no unusual hum or noise from light fixtures.
11. Pest/Vermin Infestation: No visible or odorous indicators of pest or vermin infestation are evident.
12. Drinking Fountains: Interior and exterior drinking fountains are functional, accessible, and free of leaks. Drinking water pressure is adequate. Fountain water is clear and without unusual taste or odor, and moss, mold, or excessive staining is not evident.
13. Restrooms: Restrooms are fully operational, maintained and cleaned regularly, and stocked at all times with supplies (including toilet paper, soap, and paper towels or

functional hand dryers) in accordance with Education Code 35292.5. The school keeps all restrooms open during school hours when students are not in classes and keeps a sufficient number of restrooms open during school hours when students are in classes, except when necessary to temporarily close a restroom for student safety or to repair the facility.

In addition, any school serving any of grades 6-12 shall, at all times, stock and make available and accessible free of cost, an adequate supply of menstrual products in every women's and all-gender restroom, and in at least one men's restroom. The district shall post in a prominent and conspicuous location a notice regarding this requirement that includes an email address and telephone number, a designated individual responsible for maintaining the requisite supply of menstrual products. (Education Code 35292.6)

14. Sewers: The sanitary sewer system controls odors as designed, displays no signs of stoppage, backup, or flooding in school facilities or on school grounds, and appears to be functioning properly.
15. Roofs: Roofs, gutters, roof drains, and downspouts appear to be functioning properly and are free of visible damage and evidence of disrepair when observed from the ground from inside and outside the building
16. Drainage: School grounds do not exhibit signs of drainage problems, such as visible evidence of flooded areas, eroded soil, water damage to asphalt playgrounds or parking areas, or clogged storm drain inlets.
17. Playground/School Grounds: Playground equipment (exterior fixtures, seating, tables, and equipment), school grounds, fields, walkways, and parking lot surfaces are functional and free of significant cracks, trip hazards, holes, deterioration that affects functionality or safety, and other health and safety hazards.
18. Overall Cleanliness: School grounds, buildings, common areas, and individual rooms appear to have been cleaned regularly and are free of accumulated refuse and unabated graffiti. Restrooms, drinking fountains, and food preparation or serving areas appear to have been cleaned each day that school is in session.

In addition, to ensure the health and safety of students, the Superintendent or designee shall provide for the testing of drinking water on campus and of the soil and painted surfaces of school facilities for the presence of lead and/or other harmful substances, in accordance with state and federal standards.

The Superintendent or designee shall ensure that any necessary repairs or removal of hazards identified during the inspection are made in a timely and expeditious manner.

An assessment of the safety, cleanliness, and adequacy of school facilities, including any needed maintenance to ensure good repair as defined in Education Code 17002, shall be reported on the school accountability report card. (Education Code 33126)

Any complaint alleging a school facility condition that poses an emergency or urgent threat to the health or safety of students or staff, or alleging that a school restroom is not clean, maintained, stocked, or kept open, shall be addressed in accordance with AR 1312.4 - Williams Uniform Complaint Procedures.

The Superintendent or designee shall provide the Governing Board with regular reports regarding the district's facility inspections and updates of any visits to district schools by the County Superintendent of Schools to review school facilities.

Regulation 3517
adopted: September 17, 2012
revised: November 10, 2022

LAKESIDE UNION SCHOOL DISTRICT
Lakeside, California

FACILITIES INSPECTION

NOTICE REGARDING MENSTRUAL PRODUCTS

Education Code 35292.6 requires that:

- a. On or before the start of the 2022-23 school year, a public school, including a school operated by a school district, county office of education, or charter school, maintaining any combination of classes from grades 6 to 12, inclusive, shall stock the school's restrooms at all times with an adequate supply of menstrual products, available and accessible, free of cost, in all women's restrooms and all-gender restrooms, and in at least one men's restroom.
- b. A public school described in subdivision (a) shall not charge for any menstrual products provided to pupils.
- c. A public school described in subdivision (a) shall post a notice regarding the requirements of this section in a prominent and conspicuous location in every restroom required to stock menstrual products, available and accessible, free of cost, pursuant to this section. This notice shall include the text of this section and contact information, including an email address and telephone number, for a designated individual responsible for maintaining the requisite supply of menstrual products.
- d. For purposes of this section, "menstrual products" means menstrual pads and tampons for use in connection with the menstrual cycle.
- e. This section shall become operative on July 1, 2022.

The name and contact information for the individual responsible for maintaining the requisite supply of menstrual products is:

(name and/or title/position)

(telephone number)

(email address)



AB-367 Menstrual products. (2021-2022)

SHARE THIS:



Date Published: 10/11/2021 02:00 PM

Assembly Bill No. 367

CHAPTER 664

An act to amend, repeal, and add Section 35292.6 of, and to add Section 66027.7 to, the Education Code, relating to menstrual products.

[Approved by Governor October 08, 2021. Filed with Secretary of State
October 08, 2021.]

LEGISLATIVE COUNSEL'S DIGEST

AB 367, Cristina Garcia. Menstrual products.

Existing law requires a public school maintaining any combination of classes from grade 6 to grade 12, inclusive, that meets a 40% pupil poverty threshold specified in federal law, to stock 50% of the school's restrooms with feminine hygiene products, and prohibits a public school from charging for any menstrual products provided to pupils.

This bill would enact the Menstrual Equity for All Act of 2021, which would require a public school, as provided, maintaining any combination of classes from grades 6 to 12, inclusive, to stock the school's restrooms with an adequate supply of free menstrual products, as defined, available and accessible, free of cost, in all women's restrooms and all-gender restrooms, and in at least one men's restroom, at all times, and to post a designated notice, on or before the start of the 2022-23 school year, as prescribed.

This bill would require the California State University and each community college district, and would encourage the Regents of the University of California and private universities, colleges, and institutions of higher learning, to stock an adequate supply of menstrual products, available and accessible, free of cost, at no fewer than one designated and accessible central location on each campus and to post a designated notice, as provided.

By imposing additional requirements on public schools and community college districts, this bill would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: yes

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. (a) This act shall be known, and may be cited, as the Menstrual Equity for All Act of 2021.

(b) The Legislature finds and declares all of the following:

(1) California recognizes that access to menstrual products is a basic human right and is vital for ensuring the health, dignity, and full participation of all Californians in public life.

(2) California has an interest in promoting gender equity, not only for women and girls, but also for transgender men, nonbinary, and gender nonconforming people who may also menstruate and experience inequities resulting from lack of access to menstrual products.

(3) Inadequate menstrual support is associated with both health and psychosocial issues, particularly among low-income people. A lack of access to menstrual products can cause emotional distress, physical infection, and disease.

(4) Equal opportunity to education is a fundamental right recognized by the California Constitution. Section 5 of Article IX of, subdivision (a) of Section 7 of Article I of, and subdivision (a) of Section 16 of Article IV of, the California Constitution require the state to maintain and operate the public school system in a manner that provides basic educational equity to students.

(5) California has an interest in creating safe, welcoming, and inclusive schools for all students. Subdivision (b) of Section 201 of the Education Code, in particular, requires all preschool, elementary, and secondary schools to affirmatively combat racism, sexism, and other forms of bias.

(6) Research shows that students lacking access to menstrual products experience higher rates of absences and are less able to focus and engage in the classroom. Absenteeism can lead to significant performance gaps and is linked to social disengagement, feelings of alienation, and adverse outcomes even into adulthood.

(7) The provision of menstrual products in schools helps ensure California provides equal access to education and enables students to reach their full potential, irrespective of gender.

(8) Expanding student access to menstrual products can result in increased attendance rates. After the City of New York passed a law providing free menstrual products to students, participating schools saw a 2.4 percent increase in attendance.

(9) Expanding student access to menstrual products can also result in cost savings due to increased funding associated with student attendance and reduced administrative costs and expenses from charging for menstrual products.

(c) It is the intent of the Legislature that this act provide for the health, dignity, and safety of menstruating students at every socioeconomic level, normalize menstruation among all genders, and foster gender competency in California schools, colleges, and universities.

SEC. 2. Section 35292.6 of the Education Code is amended to read:

35292.6. (a) A public school, including a school operated by a school district, county office of education, or charter school, maintaining any combination of classes from grades 6 to 12, inclusive, that meets the 40-percent pupil poverty threshold required to operate a schoolwide program pursuant to Section 6314(a)(1)(A) of Title 20 of the United States Code shall stock at least 50 percent of the school's restrooms with menstrual products, available and accessible, free of cost, at all times.

(b) A public school described in subdivision (a) shall not charge for any menstrual products provided to pupils.

(c) For purposes of this section, "menstrual products" means menstrual pads and tampons for use in connection with the menstrual cycle.

(d) This section shall become inoperative on June 30, 2022, and, as of January 1, 2023, is repealed.

SEC. 3. Section 35292.6 is added to the Education Code, to read:

35292.6. (a) On or before the start of the 2022–23 school year, a public school, including a school operated by a school district, county office of education, or charter school, maintaining any combination of classes from grades 6 to 12, inclusive, shall stock the school's restrooms at all times with an adequate supply of menstrual products,

available and accessible, free of cost, in all women's restrooms and all-gender restrooms, and in at least one men's restroom.

(b) A public school described in subdivision (a) shall not charge for any menstrual products provided to pupils.

(c) A public school described in subdivision (a) shall post a notice regarding the requirements of this section in a prominent and conspicuous location in every restroom required to stock menstrual products, available and accessible, free of cost, pursuant to this section. This notice shall include the text of this section and contact information, including an email address and telephone number, for a designated individual responsible for maintaining the requisite supply of menstrual products.

(d) For purposes of this section, "menstrual products" means menstrual pads and tampons for use in connection with the menstrual cycle.

(e) This section shall become operative on July 1, 2022.

SEC. 4. Section 66027.7 is added to the Education Code, to read:

66027.7. (a) (1) The California State University and each community college district shall stock an adequate supply of menstrual products, available and accessible, free of cost, at no fewer than one designated and accessible central location on each campus.

(2) (A) A location's accessibility shall be determined by considering all of, but not limited to, the following factors:

(i) Hours of operation, relative to hours that students are on campus.

(ii) Proximity to high-traffic areas on campus.

(iii) Accessibility by students of all genders and regardless of physical ability.

(iv) Privacy, including whether accessing products would require interaction with staff or other students.

(v) Safety.

(B) Locations described in this paragraph may include student centers, libraries, wellness or health centers, pantries, and study rooms.

(b) The California State University and each community college district shall post a notice regarding the requirements of subdivision (a) in a prominent and conspicuous location in all women's restrooms and all-gender restrooms and in at least one men's restroom.

(c) The Regents of the University of California, independent institutions of higher education, as defined in Section 66010, and private postsecondary educational institutions, as defined in Section 94858, are encouraged to stock an adequate supply of menstrual products, available and accessible, free of cost, at no fewer than one designated and accessible central location on each campus.

(d) If the Regents of the University of California, independent institutions of higher education, as defined in Section 66010, and private postsecondary educational institutions, as defined in Section 94858, implement subdivision (c), the campuses are further encouraged to post a notice regarding the requirements of subdivision

(c) in a prominent and conspicuous location in all women's restrooms and all-gender restrooms and in at least one men's restroom.

(e) This section does not prevent a campus from providing more than one location where persons may access menstrual products.

(f) For purposes of this section, "menstrual products" means menstrual pads and tampons for use in connection with the menstrual cycle.

SEC. 5. If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 11/10/22

Agenda Item:

Board Policy 6120: Response to Instruction and Intervention

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

Adoption: Policy updated to emphasize the importance of learning and behavioral outcomes and progress monitoring as it relates to multi-tiered system of supports (MTSS) and the integration of MTSS into such frameworks, expand the list of individuals that may be included in designing the district's MTSS system, add the examination of student social-emotional well-being as one of the bases for design, provide more detail regarding strategies and interventions including ten core components of the MTSS model identified by the California Department of Education, and that MTSS may be utilized as one component when considering the referral of a student for evaluation for special education or other services.

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Recommended Action:

☐ Informational

☐ Discussion

☒ Approval

☐ Adoption

☐ Denial

☐ Ratification

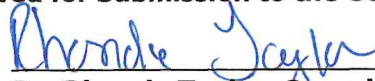
☐ Explanation: [Click here to enter text.](#)

Originating Department/School: Superintendent's Office

Submitted/Recommended By:


Lisa DeRosier, Executive Assistant

Approved for Submission to the Governing Board:


Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member: _____

RESPONSE TO INSTRUCTION AND INTERVENTION

The Governing Board desires to improve learning and behavioral outcomes for all students by providing a high-quality, data-driven educational program that meets the learning and behavioral needs of each student and reduces disparities in achievement among subgroups of students. Students who are not making academic progress pursuant to district measures of performance and/or are struggling behaviorally shall receive intensive instruction and intervention supports designed to meet individual learning needs, with progress monitoring.

The Superintendent or designee shall convene a team that may include, as appropriate, staff with knowledge of curriculum and instruction, student services, special education, and instructional and behavioral support, certificated personnel, other district staff, and parents/guardians to assist in designing the district's Multi-Tiered Systems of Support (MTSS) system, based on an examination of indicators of district and school wide student achievement and social-emotional well-being.

The district's MTSS system shall include instructional strategies and interventions with demonstrated effectiveness and be aligned with the district curriculum and assessments. The Superintendent or designee may conduct ongoing screening to determine student needs, analyze data, identify interventions for students not making adequate academic progress, monitor the effectiveness of the interventions, and adjust interventions according to efficacy.

The district's MTSS system shall include research-based, standards-based, culturally relevant instruction for students in the general education program; universal screening and continuous classroom monitoring to determine students' needs and to identify those students who are not making progress; criteria for determining the types and levels of interventions to be provided; and subsequent monitoring of student progress to determine the effectiveness of the intervention and to make changes as needed.

Additionally, the districts MTSS system shall provide for:

1. High-quality classroom instruction
2. High expectations
3. Assessments and data collection
4. Problem-solving systems approach
5. Research-based interventions
6. Positive behavioral support
7. Fidelity of program implementation
8. Staff development and collaboration, which may include training in the use of assessments, data analysis, research-based instructional practices and strategies and

emphasize a collaborative approach of professional learning communities among teachers within and across grade spans

9. Parent/guardian and family involvement, including collaboration and engagement

The Superintendent or designee shall ensure that parents/guardians are involved at all stages of the instructional, intervention, and progress monitoring process. Parents/guardians shall be kept informed of the services that have and will be provided, the strategies being used to increase the student's rate of learning, the supports provided to improve behavioral difficulties, and the performance data that has and will be collected.

10. Consideration of further evaluation utilizing MTSS data

The MTSS system may be utilized as one component when considering the referral of a student for evaluation for special education or other services

Legal Reference:

<u>State</u>	<u>Description</u>
<i>Ed. Code 56329</i>	<i>Assessment, written notice to parent</i>
<i>Ed. Code 56333-56338</i>	<i>Eligibility for specific learning disabilities</i>
<i>Ed. Code 56500-56509</i>	<i>Procedural safeguards</i>
<u>Federal</u>	<u>Description</u>
<i>20 USC 1400-1482</i>	<i>Individuals with Disabilities Education Act</i>
<i>20 USC 1416</i>	<i>Monitoring, technical assistance, and enforcement</i>
<i>34 CFR 300.301-300.11</i>	<i>Evaluations, reevaluations, and additional procedures for identifying children with specific learning disabilities</i>
<u>Management Resources</u>	<u>Description</u>
<i>California Department of Education Publication</i>	<i>Disproportionality Calculation Methodologies</i>
<i>Court Decision</i>	<i>M.M. v. Lafayette School District (9th Cir. 2014) 767 F.3d 842</i>
<i>CSBA Publication</i>	<i>Best Practices in Special Education, Governance Brief, May 2019</i>
<i>National Council on Disability Publication</i>	<i>IDEA Series: Every Student Succeeds Act and Students with Disabilities February 2018</i>
<i>U.S. Department Of Education Publication</i>	<i>Return to School Roadmap: Child Find Under Part B of the Individuals with Disabilities Education Act, August 2021</i>
<i>U.S. Department of Education Publication</i>	<i>A Response to Intervention (RTI) Process Cannot Be Used to Delay-Deny or Evaluation for Eligibility under the Individuals with Disabilities Education Act (IDEA): Memorandum 11-07, January 2011</i>
<i>Website</i>	<i><u>CSBA District and County Office of Education Legal Services</u></i>
<i>Website</i>	<i><u>National Council on Disability</u></i>
<i>Website</i>	<i><u>National Center for Learning Disabilities RTI Action Network</u></i>
<i>Website</i>	<i><u>California Department of Education</u></i>
<i>Website</i>	<i><u>CSBA</u></i>
<i>Website</i>	<i><u>U.S. Department of Education</u></i>

Cross References

<u>Code</u>	<u>Description</u>
0000	<i>Vision</i>
0200	<i>Goals For The School District</i>
0415	<i>Equity</i>
0460	<i>Local Control And Accountability Plan</i>
0470	<i>COVID-19 Mitigation Plan</i>
0500	<i>Accountability</i>
4115	<i>Evaluation/Supervision</i>
4131	<i>Staff Development</i>
4231	<i>Staff Development</i>
4331	<i>Staff Development</i>
5020	<i>Parent Rights And Responsibilities</i>
5123	<i>Promotion/Acceleration/Retention</i>
5147	<i>Dropout Prevention</i>
6000	<i>Concepts And Roles</i>
6011	<i>Academic Standards</i>
6020	<i>Parent Involvement</i>
6141	<i>Curriculum Development And Evaluation</i>
6142.91	<i>Reading/Language Arts Instruction</i>
6142.92	<i>Mathematics Instruction</i>
6159	<i>Individualized Education Program</i>
6159.4	<i>Behavioral Interventions For Special Education Students</i>
6162.5	<i>Student Assessment</i>
6162.51	<i>State Academic Achievement Tests</i>
6164.2	<i>Guidance/Counseling Services</i>
6164.4	<i>Identification And Evaluation Of Individuals For Special Education</i>
6164.5	<i>Student Success Teams</i>
6164.6	<i>Identification And Education Under Section 504</i>
6171	<i>Title I Programs</i>
6173	<i>Education For Homeless Children</i>
6173-E PDF(1)	<i>Education For Homeless Children</i>
6173-E PDF(2)	<i>Education For Homeless Children</i>
6173.2	<i>Education Of Children Of Military Families</i>
6174	<i>Education For English Learners</i>
6179	<i>Supplemental Instruction</i>
6190	<i>Evaluation Of The Instructional Program</i>

Policy 6120
adopted: November 10, 2022
revised:

LAKESIDE UNION SCHOOL DISTRICT
Lakeside, California

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: November 10, 2022

Agenda Item:

Enrollment Report Month 2 (9/19/2022 – 10/14/22)

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

Fiscal Impact (Cost):

Funding Source:

Addresses Emphasis Goal(s):

☐ **#1:** Academic Achievement

☐ **#2:** Social Emotional

☐ **#3:** Physical Environments

Recommended Action:

☒ **Informational**

☐ **Denial/Rejection**

☐ **Discussion**

☐ **Ratification**

☐ **Approval**

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

☐ **Adoption**

Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Lisa Davis, Assistant Superintendent



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member _____

LAKESIDE UNION SCHOOL DISTRICT						MONTH 2		9/19/2022 - 10/14/2022				DATE:	10/31/2022
												M2	M2
												22/23	21/22
SCHOOL		K	1	2	3	4	5	6	7	8	TK	TOTAL	TOTAL VARIANCE
LAKESIDE FARMS		100	122	108	86	100	106				43	665	558 107
LAKEVIEW		100	123	90	116	92	110				24	655	653 2
LEMON CREST		66	69	65	79	80	78				41	478	475 3
LINDO PARK		62	46	67	73	65	84				27	424	409 15
RIVERVIEW				133	141	132	132					538	536 2
WINTER GARDENS		124	135								46	305	287 18
LAKESIDE MIDDLE								216	209	254		679	713 -34
TIERRA DEL SOL								237	256	221		714	697 17
DREAM ACADEMY		3	6	3	6	9	5	7	10	4	1	54	91 -37
NPS/RTC		0	0	0	0	1	1	1	0	2		5	7 -2
EUCALYPTUS HILLS													89 -89
DISTRICT TOTAL		455	501	466	501	479	516	461	475	481	182	4,517	4,515 2
YEAR OVER YEAR COMPARISON													
MONTH	AUG	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	
	M0	M1	M2	M3	M4	M5	M6	M7	M8	M9	M10	M11	
2022-2023	4,566	4,519	4,517										
2021-2022	4,522	4,511	4,515	4,562	4,553	4,529	4,526	4,471	4,482	4,479	4,472	4,466	
2020-2021	4,655	4,674	4,673	4,668	4,665	4,659	4,654	4,659	4,642	4,659	4,661	4,652	
2019-2020	-	4,985	4,986	4,966	4,966	5,042	5,036	5,031	5,036	5,031	5,018	5,015	
2018-2019	-	5,073	5,054	5,054	5,046	5,098	5,110	5,098	5,090	5,081	5,070	5,028	
2017-2018	-	5,164	5,179	5,161	5,153	5,211	5,208	5,183	5,159	5,151	5,135	5,101	
2016-2017	-	5,051	5,039	5,045	5,031	5,103	5,091	5,080	5,059	5,071	5,050	5,023	
2015-2016	-	5,087	5,100	5,083	5,077	5,138	5,124	5,139	5,121	5,107	5,081	5,056	
2014-2015	-	5,003	5,005	4,010	4,992	4,986	5,040	5,008	5,021	5,015	5,006	-	
2013-2014	-	4,835	4,817	4,823	4,825	4,848	4,834	4,790	4,818	4,813	4,790	-	
2012-2013	-	4,395	4,387	4,372	4,365	4,369	4,375	4,363	4,367	4,365	4,348	-	
BARONA INDIAN	GRADE	TK/K	1	2	3	4	5	6	7	8	TOTAL		
CHARTER SCHOOL		7	6	12	14	8	9	12	4	5	77		
RIVER VALLEY	GRADE	7	8	9	10	11	12				TOTAL		
CHARTER SCHOOL		23	34	48	52	47	42				246		

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 11/10/22

Agenda Item:

Exhibit 1113: District and School Web Sites

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

First Reading: Exhibit updated to reflect NEW LAW (AB 27, 2021) which includes posting requirements related to the identification of homeless students and NEW LAW (AB 819, 2021) which includes posting requirements related to specified environmental review documents as required by the California Environmental Quality Act. Exhibit also updated to add posting requirements related to posters published by the California Department of Fair Employment and Housing, and amend the item regarding the district's meal payment collection policy and procedures to reference a different memorandum regarding unpaid meal charges.

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 | |

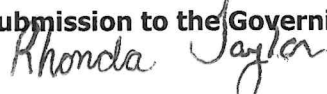
Originating Department/School: Superintendent's Office

Submitted/Recommended By:



Lisa DeRosier, Executive Assistant

Approved for Submission to the Governing Board:



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member: _____

DISTRICT AND SCHOOL WEB SITES

MATERIALS REQUIRED TO BE POSTED ON DISTRICT WEB SITE

Materials to Prominently Display

The following must be posted in a prominent location on the district's web site, such as on the home page when required by law:

1. The district's local control and accountability plan (LCAP), any updates or revisions to the LCAP, and the local control funding formula budget overview (Education Code 52064.1, 52065). See AR 0460 - Local Control and Accountability Plan.
2. A direct link to the current board agenda containing the time and location of the meeting and a brief general description of each item of business to be transacted or discussed at the meeting, including items to be discussed in closed session, or a link to the district's agenda management platform where the current agenda shall be the first available (Government Code 54954.2, 54956). Post at least 72 hours before a regular board meeting or 24 hours before a special meeting. See BB 9320 - Meetings and Notices and BB 9322 - Agenda/Meeting Materials.
3. The district's policy on student suicide prevention including, for grades K-6, the age appropriateness of the policy (Education Code 234.6). See BP 5141.52 - Suicide Prevention.
4. The district's policies and procedures prohibiting discrimination, harassment, student sexual harassment, intimidation, bullying, and cyberbullying, including a section on social media bullying that includes all of the references described in Education Code 234.6 as possible forums for social media (Education Code 234.6). See AR 5131.2 - Bullying and AR 5145.3 - Nondiscrimination/Harassment.
5. The district's policy on preventing and responding to hate violence, if the district has adopted such a policy (Education Code 234.6). See BP 5145.9 - Hate-Motivated Behavior.
6. The definition of discrimination and harassment based on sex as described in Education Code 230, including the rights set forth in Education Code 221.8 (Education Code 234.6). See AR 5145.3 - Nondiscrimination/Harassment.
7. Information regarding Title IX prohibitions against discrimination based on a student's sex, gender, gender identity, pregnancy, and parental status, including the name and contact information of the Title IX Coordinator, the rights of students and the public as specified in Education Code 221.8, the responsibilities

of the district under Title IX, web links to information about those rights and responsibilities on the web sites of the Office for Equal Opportunity and the U.S.

Department of Education's Office for Civil Rights, a description of how to file a complaint of noncompliance under Title IX with specified components, and a link to Title IX information posted on the California Department of Education's (CDE) web site (Education Code 221.6, 221.61, 234.6; 34 CFR 106.8). See AR 5145.3 - Nondiscrimination/Harassment and AR 5145.7 - Sexual Harassment.

8. A link to statewide CDE-compiled resources, including community-based organizations, that provide support to youth who have been subjected to school-based discrimination, harassment, intimidation, or bullying and to their families (Education Code 234.5, 234.6). See AR 5145.3 - Nondiscrimination/Harassment.
9. Posters published by the California Department of Fair Employment and Housing (DFEH) including, "California Law Prohibits Workplace Discrimination and Harassment," and for districts with five or more employees, "Transgender Rights in the Workplace," "Your Rights and Obligations as a Pregnant Employee," and "Family Care and Medical Leave and Pregnancy Disability Leave" (Government Code 12950). See AR 4030 - Nondiscrimination in Employment and AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave.
10. If the district has formed a community facilities district (Mello-Roos district) for the acquisition or improvement of school facilities, a copy of the annual report for the fiscal year if requested pursuant to Government Code 53343.1, the report provided to the California Debt and Investment Advisory Commission pursuant to Government Code 53359.5, and the report provided to the State Controller's office pursuant to Government Code 12463.2 (Government Code 53343.2). Post within seven months after the last day of the fiscal year. See BP 7212 - Mello-Roos Districts.

Other Postings

The following materials are also required to be posted on the district web site. However, there are no specific requirements related to where they are posted on the web site.

1. The Special Education Local Plan Area's approved comprehensive local plan for special education, annual budget plan, annual service plan, and annual assurances support plan and any updates or revisions to the plans (Education Code 56205.5). See AR 0430 - Comprehensive Local Plan for Special Education.
2. The district's nondiscrimination policy and regulation, including the complaint procedure and the compliance coordinator's contact information (34 CFR 100.6, 106.8). See BP 0410 - Nondiscrimination in District Programs and Activities and AR 4030 - Nondiscrimination in Employment.
3. Training materials used to train the Title IX Coordinator, investigator(s), decisionmaker(s), and any person(s) who facilitate an informal resolution process in response to a Title IX sexual harassment complaint (34 CFR 106.45). See AR

4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures and AR 5145.71 - Title IX Sexual Harassment Complaint Procedures.

- 4. Contact information for the district's liaison(s) for homeless students and other persons as required by Education Code 48852.6, and information regarding the educational rights and resources available to persons experiencing homelessness (Education Code 48852.6). See AR 6173 - Education for Homeless Children.**
- 5. For all schools offering competitive athletics, the total enrollment of the school classified by gender, the number of students enrolled at the school who participate in competitive athletics classified by gender, and the number of boys' and girls' teams classified by sport and by competition level (Education Code 221.9). The information shall be posted at the end of the school year on the school's web site or, if the school does not have a web site, on the district's web site. See AR 6145.2 - Athletic Competition.**
- 6. If the district has interdistrict attendance agreement(s), the procedures and timelines for requesting an interdistrict transfer permit, including, but not limited to, a link to the board's policy on interdistrict attendance, the date that the district will begin accepting applications, reasons that the district may approve/deny the request, the process for appeal, that failure to meet timelines will be deemed an abandonment of the request, and the condition under which an existing interdistrict transfer permit may be revoked or rescinded (Education Code 46600.2). See AR 5117 - Interdistrict Transfer.**
- 7. If the district has elected to be a school district of choice, application information including, at a minimum, any applicable form, the timeline for a transfer, and an explanation of the selection process (Education Code 48301). See AR 5117 - Interdistrict Transfer.**
- 8. For districts that offer grade 9, the district's policy and protocols related to student placement in mathematics courses (Education Code 51224.7). See AR 6152.1 - Placement in Mathematics Courses.**
- 9. The section(s) of the district's employee code of conduct addressing interactions with students (Education Code 44050). Post these section(s) or a link to them on each school's web site or, if a school does not have its own web site, on the district's web site in a manner that is accessible to the public without a password. See BP 4119.21/4219.21/4319.21 - Professional Standards and BP 4119.24/4219.24/4319.24 - Maintaining Appropriate Adult-Student Interactions.**
- 10. The district's meal payment collection policy and procedures U.S. Department of Agriculture (USDA) Memorandum SP 46-2016). See BP/AR 3551 - Food Services Operations/Cafeteria Fund.**
- 11. If the district includes information about the free and reduced-priced meal program on its web site, a nondiscrimination statement about the district's status as an equal opportunity provider and the address of the agency with responsibility to handle complaints made against the district USDA FNS Instruction 113-1). For**

the required wording of the statement, see E 3555 - Nutrition Program Compliance.

12. The school's or district's integrated pest management plan, whenever a school chooses to use a pesticide not exempted pursuant to Education Code 17610.5 (Education Code 17611.5). Post on the school's web site or, if the school does not have a web site, then on the district's web site. See AR 3514.2 Integrated Pest Management.
13. When the California Environmental Quality Act requires an environmental impact report, negative declaration, or mitigated negative declaration, those environmental review documents, public notice of the preparation and availability of such documents within a reasonable period of time prior to certification of the environmental impact report, adoption of a negative declaration, or determination that a proposed subsequent project will have no additional significant effect on the environment, and specified notices when written requests for notices have been filed (Public Resources Code 21082.1, 21092, 21092.2).
14. When a citizens' oversight committee is formed after the approval of a bond under the 55 percent majority threshold, the committee's minutes, documents received, and reports issued (Education Code 15280). See AR 7214 - General Obligation Bonds.
15. Copy of each school's school accountability report card, on or before February 1 of each year (Education Code 35258). See BP 0510 - School Accountability Report Card.
16. Results of the Western Association of Schools and Colleges (WASC) or other accrediting agency's inspection of a school, within 60 days of receiving the results. (This notification could be made in writing to parents/guardians instead of or in addition to posting the results on the district's web site.) In addition, if a school loses its WASC or other agency's accreditation, the district and school shall post on their web sites a notice of the loss of accreditation and potential consequences (Education Code 35178.4). See BP 6190 - Evaluation of the Instructional Program.

Exhibit
approved:
revised:

LAKESIDE UNION SCHOOL DISTRICT
Lakeside, California

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 11/10/22

Agenda Item:

Board Policy and Administrative Regulation 3523: Electronic Signatures

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

First Reading: New policy reflects the authorization for districts to use electronic signatures in their communications and operations, including the benefits of electronic records and signatures, the requirement that electronic signatures conform with criteria described in law and that the level of security is sufficient for the transaction being conducted, and that electronic records are retained in accordance with law and regulations and as specified in board policy and administrative regulation. NEW - Administrative Regulation 3523 - Electronic Signatures New regulation establishes procedures for district use of electronic signatures, including that in any business transaction electronic signatures may be used only when each party has agreed to conduct the transaction in such a manner and that in other district operations electronic signatures may be required, criteria that must be met in order for an electronic signature to be used, and specific requirements for notarized signatures and statements that are required to be signed under penalty of perjury.

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Recommended Action:

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

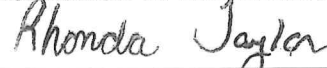
Originating Department/School: Superintendent's Office

Submitted/Recommended By:



Lisa DeRosier, Executive Assistant

Approved for Submission to the Governing Board:



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member: _____



ELECTRONIC SIGNATURES

The Governing Board believes that the use of electronic records and signatures is a convenient paperless option that can increase efficiency in commercial and administrative transactions, reduce costs, and contribute to environmental sustainability in district operations. The Board authorizes the use of electronic signatures in district operations when authorized by law.

The Superintendent or designee shall ensure that any electronic signature utilized by the district conforms with criteria described in law and that the level of security is sufficient for the transaction being conducted. (Government Code 16.5; 2 CCR 22003, 22005)

The Superintendent or designee shall retain electronic records in accordance with law and regulations, and as specified in BP/AR 3580 - District Records.

<i>State</i>	<i>Description</i>
<i>2 CCR 22000-22005</i>	<i>Public entity use of electronic signatures</i>
<i>5 CCR 16020-16022</i>	<i>Records, general provisions</i>
<i>5 CCR 16023-16027</i>	<i>District records, retention and destruction</i>
<i>5 CCR 430</i>	<i>Individual student records; definition</i>
<i>5 CCR 432</i>	<i>Student records</i>
<i>Civil Code 1633.1-1633.17</i>	<i>Uniform Electronic Transactions Act</i>
<i>Civil Code 1798.29</i>	<i>District records; breach of security</i>
<i>Education Code 35252-35255</i>	<i>Records and reports</i>
<i>Education Code 44031</i>	<i>Personnel file contents and inspection</i>
<i>Education Code 49060-49079.7</i>	<i>Student records</i>
<i>Education Code 8234</i>	<i>Electronic signatures; child care and development programs</i>

FACILITIES INSPECTION

When authorized by law, electronic signatures may be used in the operation of district business and/or administration.

In any business transaction, an electronic signature shall only be used when each party has agreed to conduct the transaction by electronic means. In other district operations, the Superintendent or designee may require the use of an electronic signature. (Civil Code 1633.5; 15 USC 7001)

A *digital signature* is defined as an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature. (Government Code 16.5)

An *electronic signature* consists of an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record. (Civil Code 1633.2)

In order for an electronic signature to be used, the electronic signature shall be: (Government Code 16.5; 2 CCR 22002)

1. Unique to the person using it
2. Capable of verification
3. Under the sole control of the person using it
4. Linked to data in such a manner that if the data are changed the electronic signature is invalidated
5. Conform to 2 CCR 22000-22005

Prior to accepting an electronic signature, the Superintendent or designee shall ensure the following: (2 CCR 22005)

1. That the signature is created by acceptable technology pursuant to 2 CCR 22003
2. That the level of security used to identify the signer of the document and to transmit the signature is sufficient for the transaction being conducted
3. That, if a certificate is a required component of the electronic signature, the certificate format used by the signer is sufficient for the security and interoperability needs of the district.

If a notarized signature is required with respect to an electronic signature, the electronic signature of the notary public together with all of the other information required by law to be included in a notarization shall accompany the electronic signature. (Civil Code 1633.11)

If a statement is required to be signed under penalty of perjury, the electronic signature shall include all of the information to which the declaration pertains together with a declaration under penalty of perjury by the person who submits the electronic signature that the information is true and correct. (Civil Code 1633.11)

State*2 CCR 22000-22005**5 CCR 16020-16022**5 CCR 16023-16027**5 CCR 430**5 CCR 432**Civil Code 1633.1-1633.17**Civil Code 1798.29**Education Code 35252-35255**Education Code 44031**Education Code 49060-49079.7**Education Code 8234**Government Code 16.5**Government Code 6252-6265**Government Code 811.2**Federal**15 USC 7001-7006**20 USC 1232g**20 USC 1400-1482***Description***Public entity use of electronic signatures**Records, general provisions**District records, retention and destruction**Individual student records; definition**Student records**Uniform Electronic Transactions Act**District records; breach of security**Records and reports**Personnel file contents and inspection**Student records**Electronic signatures; child care and development programs**Electronic signatures**Inspection of public records**Definition of public entity**Description**Electronic Records and Signatures in Commerce Act**Family Educational Rights and Privacy Act of 1974**Individuals with Disabilities Education Act*

Regulation 3523

adopted:

revised:

LAKESIDE UNION SCHOOL DISTRICT

Lakeside, California

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 11/10/22

Agenda Item:

Board Policy and Administrative Regulation 5111: Admission

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

First Reading: Policy updated to reflect the distinction between compulsory education for students starting at age six and the requirement for districts to offer and admit students who are eligible for transitional kindergarten, delete the requirement for district enrollment applications to include information about health care options as the law requiring such information has self-repealed, and clarify that a student's residence is a location within the district that may be verified as part of school admission requirements. Administrative Regulation 5111 - Admission Regulation updated for consistency with NEW LAW (AB 130, 2021) which revises the timespans for transitional kindergarten (TK) admittance requirements to be phased in from the 2022-23 school year to the 2025-26 school year, as reflected in BP 6170.1 - Transitional Kindergarten.

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:



Lisa DeRosier, Executive Assistant

Approved for Submission to the Governing Board:



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member: _____

ADMISSION

Page | 1 The Governing Board encourages the enrollment and appropriate placement of all school-aged children **who are eligible for enrollment** in school. The Superintendent or designee shall inform parents/guardians of students entering a district school ~~at any grade level~~ about admission requirements and shall assist them with enrollment procedures.

The Superintendent or designee shall announce and publicize the timeline and process for registration of students at district schools. Applications for intradistrict or interdistrict enrollment shall be subject to the timelines specified in applicable Board policies and administrative regulations.

All appropriate staff shall receive training on district admission policies and procedures, including information regarding the types of documentation that can and cannot be requested.

Verification of Admission Eligibility

Before enrolling any child in a district school, the Superintendent or designee shall verify the ~~student's~~ **child's** age, residency **within the district**, immunization, and any other applicable eligibility criteria specified in law, the accompanying administrative regulation, or other applicable Board policies and administrative regulations.

(cf. 5111.1—District Residency)

(cf. 5125—Student Records)

(cf. 5141.3—Health Examinations)

(cf. 5141.31—Immunizations)

(cf. 5141.32—Health Screening for School Entry)

The Superintendent or designee shall announce and publicize the timeline and process for registration of students at district schools. Applications for intradistrict or interdistrict enrollment shall be subject to the timelines specified in applicable Board policies and administrative regulations.

All appropriate staff shall receive training on district admission policies and procedures, including information regarding the types of documentation that can and cannot be requested.

Verification of Admission Eligibility

Before enrolling any child in a district school, the Superintendent or designee shall verify the child's age, residence within the district, immunization, and other applicable eligibility criteria specified in law, the accompanying administrative regulation, or other applicable Board policy or administrative regulation.

~~The Superintendent or designee shall ensure that the enrollment of a homeless or foster child or a child of a military family is not delayed because of outstanding fees or fines owed to the~~

~~child's last school or for his/her inability to produce previous academic, medical, or other records normally required for enrollment.~~

~~(cf. 6173—Education for Homeless Children)~~

~~(cf. 6173.1—Education for Foster Youth)~~

~~(cf. 6173.2—Education of Children of Military Families)~~

Page | 2

~~In addition, no child shall be denied enrollment in a district school solely on the basis of his/her arrest, adjudication by a juvenile court, formal or informal supervision by a probation officer, detention in a juvenile facility, enrollment in a juvenile court school, or other contact with the juvenile justice system. (Education Code 48645.5)~~

~~(cf. 5119—Students Expelled from Other Districts)~~

~~(cf. 6173.3—Education for Juvenile Court School Students)~~

The Superintendent or designee district shall not inquire into or request documentation of a student's citizenship or immigration status, and shall not deny a student enrollment in a district school on the basis of the citizenship or immigration status of the student or his/her parents/guardians. Any information obtained about a student's or parent/guardian's citizenship or immigration status shall not be shared without parent/guardian consent or a lawful judicial order, in accordance with laws pertaining to the confidentiality of student records social security number or the citizenship or immigration status of the student or the student's family members. (Education Code 234.7, 49076.7)

~~(cf. 0410—Nondiscrimination in District Programs and Activities)~~

~~(cf. 5145.3—Nondiscrimination/Harassment)~~

~~A student shall not be denied enrollment based on the parent/guardian's refusal to provide the student's or parent/guardian's social security number. During the enrollment process, a student and parent/guardian shall be informed that disclosure of their social security number is voluntary. (5 USC 552a Note)~~

However, such information may be collected when required by state or federal law or to comply with requirements for special state or federal programs. In any such situation, the information shall be collected separately from the school enrollment process and the Superintendent or designee shall explain the limited purpose for which the information is collected. Enrollment in a district school shall not be denied on the basis of any such information of the student or the student's parents/guardians obtained by the district, or the student's or parent/guardian's refusal to provide such information to the district.

School registration information shall list all possible means of documenting a child's age for entry into grades K-1 as authorized by Education Code 48002 or otherwise prescribed by the Board. Any alternative document allowed by the district shall be one that all persons can obtain regardless of immigration status, citizenship status, or national origin and shall not reveal information related to citizenship or immigrant status.

The Superintendent or designee shall immediately enroll a homeless student, foster youth, student who has had contact with the juvenile justice system, or a child of a military family regardless of outstanding fees or fines owed to the student's last school,

lack of clothing normally required by the school, such as school uniforms, or an inability to produce previous academic, medical, or other records normally required for enrollment. (Education Code 48645.5, 48850, 48852.7, 48853.5, 49701; 42 USC 11432)

Page | 3 ~~When any district school, including a school in their attendance area, children whose parents/guardians reside within district boundaries shall be subject to the timelines established by the Board for open enrollment. Children whose parents/guardians do not reside within the district or who are not otherwise eligible for enrollment in the district may apply for interdistrict attendance in accordance with the timelines specified in applicable Board policies and administrative regulations.~~

~~(cf. 5116.1—Intradistrict Open Enrollment)~~

~~(cf. 5117—Interdistrict Attendance)~~

~~(cf. 5118—Open Enrollment Act Transfers)~~

~~The district shall not discriminate against any child for not having health care coverage and shall not use any information relating to a child's health care coverage or his/her interest in learning about health care coverage in any manner that would harm the child or his/her family. (Education Code 49452.9)~~

Legal Reference:

EDUCATION CODE

~~46300—Computation of average daily attendance, inclusion of kindergarten and transitional kindergarten~~

~~46600—Agreements for admission of students desiring interdistrict attendance~~

~~48000—Minimum age of admission (kindergarten)~~

~~48002—Evidence of minimum age required to enter kindergarten or first grade~~

~~48010—Minimum age of admission (first grade)~~

~~48011—Admission from kindergarten or other school; minimum age~~

~~48050-48053—Nonresidents~~

~~48200—Children between ages of 6 and 18 years (compulsory full-time education)~~

~~48350-48361—Open Enrollment Act~~

~~48645.5—Enrollment of former juvenile court school students~~

~~48850-48859—Educational placement foster youth~~

~~49076—Access to records by persons without written consent or under judicial order~~

~~49408—Information of use in emergencies~~

~~49452.9—Health care coverage options and enrollment assistance~~

~~49700-49704—Education of children of military families~~

HEALTH AND SAFETY CODE

~~120325-120380—Education and child care facility immunization requirements~~

~~121475-121520—Tuberculosis tests for students~~

CODE OF REGULATIONS, TITLE 5

~~200—Promotion from kindergarten to first grade~~

~~201—Admission to high school~~

CODE OF REGULATIONS, TITLE 17

~~6000-6075—School attendance immunization requirements~~

UNITED STATES CODE, TITLE 5

~~552a Note—Refusal to disclose social security number~~

UNITED STATES CODE, TITLE 42

~~11431-11435—McKinney Homeless Assistance Act~~

COURT DECISIONS

~~Plyler v. Doe, 457 U.S. 202 (1982)~~

Management Resources:

CSBA PUBLICATIONS

Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status, February 2017

U.S. DEPARTMENT OF JUSTICE CIVIL RIGHTS DIVISION AND U.S. DEPARTMENT OF EDUCATION OFFICE FOR CIVIL RIGHTS JOINT PUBLICATIONS

Fact Sheet: Information on the Rights of All Children to Enroll in School

Dear Colleague Letter, May 8, 2014

WEB SITES

CSBA: <http://www.esba.org>

California Department of Education: <http://www.cde.ca.gov>

Office for Civil Rights, U.S. Department of Education: <http://www2.ed.gov/about/offices/list/ocr>

U.S. Department of Justice: <https://www.justice.gov>

Page | 4

<u>State</u>	<u>Description</u>
17 CCR 6000-6075	School attendance immunization requirements
5 CCR 200	Promotion from kindergarten to first grade
5 CCR 201	Admission to high school
Civ. Code 51	Unruh Civil Rights Act
Code of Civil Procedure 1002.7	Provision in enrollment agreement waiving legal rights, remedy, forum, proceeding or procedure; criminal sexual assault or sexual battery
Ed. Code 234.7	Student protections relating to immigration and citizenship status
Ed. Code 46300	Computation of average daily attendance, inclusion of kindergarten and transitional kindergarten
Ed. Code 46600	Agreements for admission of students desiring interdistrict attendance
Ed. Code 48000	Minimum age of admission (kindergarten)
Ed. Code 48002	Evidence of minimum age required to enter kindergarten or first grade
Ed. Code 48010	Minimum age of admission (first grade)
Ed. Code 48011	Admission from kindergarten or other school; minimum age
Ed. Code 48050-48053	Nonresidents
Ed. Code 48200	Children between ages of 6 and 18 years (compulsory full-time education)
Ed. Code 48350-48361	Open Enrollment Act
Ed. Code 48645.5	Former juvenile court school students; enrollment
Ed. Code 48850-48859	Education of foster youth and homeless students
Ed. Code 49076	Access to records by persons without written consent or under judicial order
Ed. Code 49076.7	Student records; data privacy; social security numbers
Ed. Code 49408	Student emergency information
Ed. Code 49700-49703	Education of children of military families
H&S Code 120325-120380	Immunization against communicable diseases
H&S Code 121475-121520	Tuberculosis tests for students
Federal	Description
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act
5 USC 552a	Records maintained on individuals

Management Resources

CA Office of the Attorney General Publication

Court Decision

CSBA Publication

U.S. DOJ & DOE Civil Rights Joint Publication

U.S. DOJ & DOE Civil Rights Joint Publication

U.S. DOJ & DOE Civil Rights Joint Publication

Description

Promoting Safe & Secure Learning Environment for All: Guidance & Model Policies to Assist CA K-12 Schools in Responding to Immigration Issues, 4/2018

Plyler v. Doe, 457 U.S. 202 (1982)

Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status, February 2017

Information on the Rights of All Children to Enroll in School: Questions and Answers for States, School Districts and Parents, May 8, 2014

Fact Sheet: Information on the Rights of All Children to Enroll in School, May 8, 2014

Dear Colleague Letter: School Enrollment Procedures, May 8, 2014

Page 4

Website
Website
Website
Website
Website
Website

CSBA District and County Office of Education Legal Services
U.S. Department of Justice
California Office of the Attorney General
CSBA
U.S. Department of Education, Office for Civil Rights
California Department of Education

Page | 5

Cross References

<u>Code</u>	<u>Description</u>
5111.1	District Residency
5112.1	Exemptions From Attendance
5112.2	Exclusions From Attendance
5116.1	Intradistrict Open Enrollment
5117	Interdistrict Attendance
5119	Students Expelled From Other Districts
5123	Promotion/Acceleration/Retention
5125	Student Records
5141.3	Health Examinations
5141.31	Immunizations
5141.32	Health Screening For School Entry
5142.1	Identification And Reporting Of Missing Children
5145.12	Search And Seizure
5145.13	Response To Immigration Enforcement
5145.3	Nondiscrimination/Harassment
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5145.6-E PDF(1)	Parent/Guardian Notifications
5148.3	Preschool/Early Childhood Education
6146.3	Reciprocity Of Academic Credit
6170.1	Transitional Kindergarten
6173	Education For Homeless Children
6173	Education For Homeless Children
6173-E PDF(1)	Education For Homeless Children
6173-E PDF(2)	Education For Homeless Children
6173.1	Education For Foster Youth
6173.2	Education Of Children Of Military Families
6173.3	Education For Juvenile Court School Students

Policy
adopted: September 17, 2012
revised: April 19, 2018

LAKESIDE UNION SCHOOL DISTRICT
Lakeside, California

ADMISSION**Age of Admittance to Kindergarten and First Grade**

Page | 6

At the beginning of the school year, the Superintendent or designee shall enroll any otherwise eligible child whose ~~has his/her~~ fifth or sixth birthday is ~~on or before~~ September 1 of that year into kindergarten or first grade, as applicable. (Education Code 48000, 48010)

~~Any child who will have his/her fifth birthday from September 2 and December 2 of the school year shall be offered a transitional kindergarten program (TK)~~ Admission into transitional kindergarten shall be in accordance with law and Board policy BP 6170.1 – Transitional Kindergarten. (Education Code 48000)

~~(cf. 5123 – Promotion/Acceleration/Retention)~~
~~(cf. 6170.1 – Transitional Kindergarten)~~

Early Admission

On a case-by-case basis, **and with the approval of the child's parent/guardian**, a child who will turn five years old in a given school year may be enrolled in Kindergarten ~~or TK~~ at any time during that school year ~~with the approval of the child's parent/guardian~~, provided that: (Education Code 48000)

1. The Governing Board determines that the admittance is in the best interest of the child.
2. The parent/guardian is given information regarding the advantages and disadvantages and any other explanatory information about the effect of this early admittance.

~~(cf. 5145.6 – Parental Notifications)~~

The Superintendent or designee shall make a recommendation to the Board regarding whether a child should be granted early entry to Kindergarten. In doing so, the Superintendent or designee shall consider various factors including the availability of classroom space and any negotiated maximum class size.

Documentation of Age/Grade

Prior to the admission of a child to kindergarten or first grade, the parent/guardian shall present proof of the child's age. (Education Code 48002)

Evidence of the child's age may include: (Education Code 48002)

1. A certified copy of a birth certificate or a statement by the local registrar or county recorder certifying the date of birth
2. A duly attested baptism certificate

3. A pPassport

4. When none of the above documents is obtainable, an affidavit of the parent/
guardian

Page | 7 5. Other means prescribed by the Board

~~When none of the foregoing is obtainable, the parent/guardian may provide any other
appropriate means of proving the age of the child. (Education Code 48002)~~

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 11/10/22

Agenda Item:

Board Policy and Administrative Regulation 6158: Independent Study

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

First Reading: Policy updated to reflect NEW LAW (AB 181, 2022) which (1) encourages districts to consider offering more than one independent study model for short- and long-term placements when adopting policy, (2) changes the threshold for when tiered reengagement strategies are required to be implemented, (3) adds that tiered reengagement strategies procedures include local programs intended to address chronic absenteeism, (4) includes that the requirement to develop a plan to transition students whose families wish to return to in-person instruction, as specified, applies to students who participate in independent study for at least 15 school days, (5) creates an exemption from the live interaction and/or synchronous instruction, tiered reengagement strategies, and transition back to in-person instruction requirements for any student who is enrolled in classroom-based instruction and is participating in independent study due to necessary medical treatment or inpatient treatment for mental health or substance abuse under the care of appropriately licensed professionals, (6) specifies that a signed written/learning agreement be obtained before the student begins independent study for students participating in independent study for 15 school days or more, and within ten school days of the first day of the student's enrollment for student participation of less than 15 school days, (for both traditional and course-based independent study), (7) adds that for students with disabilities the certificated employee designated as having responsibility for the special education programming of the student is required to sign the written/learning agreement, (for both traditional and course-based independent study), and (8) includes that a student with disabilities may participate in a course-based independent study program if the student's individualized education program specifically provides for such participation. Policy also updated to (1) move and expand material regarding the requirement for Governing Boards to hold a public hearing when setting policy, as specified, (2) emphasize that no student may be required to participate in independent study, (3) clarify that for course-based independent study procedures tiered reengagement strategies are not required to include notification to parents/guardians of lack of participation within one school day of the absence or lack of participation, and (4) delete material applicable only to the 2021-22 school year. Administrative Regulation 6158 – Independent Study Regulation updated to reflect NEW LAW (AB 181, 2022) which (1) no longer includes individualized alternative education designed to teach the knowledge and skills of the core curriculum in the list of educational opportunities that may be provided through independent study, (2) includes that a student with disabilities may participate in independent study if the student's individualized education program specifically provides for such participation, (3) specifies that if a parent/guardian of a student with disabilities requests independent study because the student's health would be put at risk by in-person instruction, the student's individualized education program (IEP) team is required to make an individualized determination as to whether the student can receive a free appropriate public education (FAPE) in an independent study placement, (4) provides that a student's inability to work independently, need for adult support, or need for special education or related services does not preclude the IEP team from determining that the student can receive FAPE in an independent study placement, (5) clarifies that, until July 1, 2024, any student who receives services from a nonpublic, nonsectarian school through a virtual program may be permitted to participate in independent study if the student's IEP team determines that FAPE can be provided by means of the virtual program, as specified, and (6) creates an exception to the limitation on the percentage of students enrolled in a continuation high school or opportunity school or program who are eligible for apportionment credit for independent study for students participating in independent

study due to an emergency, as specified. Regulation also updated to clarify that if a student transfers to another public school in California, a written record of findings from any evaluation conducted because a student has failed to make satisfactory educational progress be forwarded to that school. Additionally, regulation updated to delete material pertaining to adult education and that which is applicable only to the 2021-22 school year.

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Recommended Action:

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


Originating Department/School: Superintendent's Office

Submitted/Recommended By:



Lisa DeRosier, Executive Assistant

Approved for Submission to the Governing Board:



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member: _____

INDEPENDENT STUDY

The Governing Board authorizes independent study as an optional alternative instructional strategy for students whose needs may be best met through study outside of the regular classroom setting. Independent study shall offer a means of individualizing the educational plan to serve students who desire a more challenging educational experience, whose health or other personal circumstances make classroom attendance difficult, who are unable to access course(s) due to scheduling problems, and/or who need to make up credits or fill gaps in their learning. As necessary to meet student needs, independent study may be offered ~~on~~ **for a short- or long-term placements, on a** full-time or part-time basis and/or in conjunction with part- or full-time classroom study.

The Board shall hold a public hearing when considering the scope of its existing or prospective use of independent study as an instructional strategy, its purposes in authorizing independent study, and factors bearing specifically on the maximum realistic lengths of assignments and acceptable number of missed assignments for specific populations of students or adult education students. (Education Code 51747; 5 CCR 11701)

The Superintendent or designee may provide a variety of independent study opportunities, including, but not limited to, through a program or class within a comprehensive school, an alternative school or program of choice, a charter school, and an online course.

(cf. 0420.4—Charter School Authorization)

(cf. 6181—Alternative Schools/Programs of Choice)

~~Except for students who, during the 2021-2022 school year, cannot participate in classroom-based instruction due to quarantine or school closure for exposure to or infection with COVID-19, student~~ **Student** participation in independent study shall be voluntary **and no student shall be required to participate.** (Education Code 51747, 51749.5, 51749.6)

Independent study for each student shall be under the general supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300. Students' independent study shall be coordinated, evaluated, and documented, as prescribed by law and reflected in the accompanying administrative regulation. (Education Code 51747.5)

~~With the exception of students who, during the 2021-2022 school year, cannot participate in classroom-based instruction due to a quarantine or school closure for exposure to or infection with COVID-19, the~~ **The** minimum period of time for any independent study option shall be three consecutive school days. (Education Code ~~51747.5~~ **46300**)

General Independent Study Requirements

~~For the 2021-22 school year, the district shall offer independent study, as specified in Education Code 51745, to meet the educational needs of students unless the district has obtained a waiver. (Education Code 51745)~~

~~For the 2022-23 school year and thereafter, the~~ **The** Superintendent or designee may offer and approve independent study for an individual student upon determining that the student is prepared to meet the district's requirements for ~~independent study~~ **participation** and is likely to succeed in ~~independent study~~ as well as or better than the student would in the regular classroom setting.

~~(cf. 5147—Dropout Prevention)~~

~~(cf. 6011—Academic Standards)~~

~~(cf. 6143—Courses of Study)~~

~~(cf. 6146.1—High School Graduation Requirements)~~

~~(cf. 6146.11—Alternative Credits Toward Graduation)~~

~~(cf. 6172—Gifted and Talented Student Program)~~

~~(cf. 6200—Adult Education)~~

The minimum instructional minutes ~~for~~ **shall be the same for all students at each school including** students participating in independent study ~~shall be the same as required for their peers at the school who are receiving in-person instruction~~, except as otherwise permitted by law. (Education Code 46100)

Because excessive leniency in the duration of independent study assignments may result in a student falling behind peers and increase the risk of dropping out of school, independent study assignments shall be completed no more than one week after assigned for all grade levels and types of programs. When necessary based on the specific circumstances of the student's approved program, the Superintendent or designee may allow for a longer period of time between the date an assignment is made and when it is due. However, in no event shall the due date of an assignment be extended beyond the termination date ~~of the~~ **specified in the student's written** agreement.

An evaluation shall be conducted to determine whether it is in a student's best interest to remain in independent study whenever the student fails to make satisfactory educational progress and/or misses three assignments. Satisfactory educational progress shall be determined based on all of the following indicators: (Education Code 51747)

1. The student's achievement and engagement in the independent study program, as indicated by the student's performance on applicable student-level measures of student achievement and engagement specified in Education Code 52060
2. The completion of assignments, assessments, or other indicators that evidence that the student is working on assignments
3. Learning of required concepts, as determined by the supervising teacher
4. Progress towards successful completion of the course of study or individual course, as determined by the supervising teacher

The Superintendent or designee shall ensure that students participating in independent study are provided with content aligned to grade level standards at a level of quality and intellectual challenge substantially equivalent to in-person instruction. (Education Code 51747)

The Superintendent or designee shall ensure that **all** students participating in independent study for 15 school days or more receive the following throughout the school year: (Education Code 51747)

1. For students in grades transitional kindergarten, kindergarten, and grades 1 to 3, opportunities for daily synchronous instruction
2. For students in grades 4-8, opportunities for both daily live interaction and at least weekly synchronous instruction

The Superintendent or designee shall ensure that procedures for tiered reengagement strategies are used for all students participating in an independent study program for 15 school days or more who **are**: (Education Code 51747)

The Superintendent or designee shall ensure that procedures for tiered reengagement strategies are used for all students participating in an independent study program for 15 school days or more who: (Education Code 51747)

1. ~~Are not~~ **Not** generating attendance for more than ~~three school days or 60 percent of the instructional days in a school week, or 10~~ **ten** percent of required minimum instructional time over four continuous weeks of the district's approved instructional calendar
2. ~~Are found to be not participatory~~ **Not participating in synchronous instructional offerings** pursuant to ~~Section~~ **Education Code** 51747.5 for more than ~~the greater of three schooldays or 60~~ **50** percent of the scheduled ~~days~~ **times** of synchronous instruction in a school month as applicable by grade span
3. ~~Are~~ **In** violation of their written agreement

Tiered reengagement strategies procedures used in district independent study programs shall include, **local programs intended to address chronic absenteeism, as applicable, including** but ~~are~~ not ~~necessarily~~ limited to, ~~all of~~ the following: (Education Code 51747)

1. Verification of current contact information for each enrolled student
2. Notification to parents/guardians of lack of participation within one school day of the recording of a ~~non-attendance~~ **nonattendance** day or lack of participation
3. A plan for outreach from the school to determine student needs, including connection with health and social services as necessary
4. A clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being

The Superintendent or designee shall, **for students who participate in an independent study program for 15 school days or more**, develop a plan to transition students whose families wish to return to in-person instruction from independent study expeditiously, and, in no case later than five instructional days. ~~This requirement only applies to students participating in an independent study program for 15 school days or more.~~ (Education Code 51747)

When any student enrolled in classroom-based instruction is participating in independent study due to necessary medical treatment or inpatient treatment for mental health or substance abuse under the care of appropriately licensed professionals, the student shall be exempt from the live interaction and/or synchronous instruction, tiered reengagement strategies, and transition back to in-person instruction requirements specified above. In such cases, evidence from appropriately licensed professionals, of the student's need to participate in independent study, shall be submitted to the Superintendent or designee. (Education Code 51747)

The Superintendent or designee shall ensure that a written ~~master~~ agreement exists for each participating student, as prescribed by law. (Education Code 51747, 51749.5)

~~The district shall provide written notice to the parents/guardians of all enrolled students of the option to enroll their child in in-person instruction or independent study during the 2021-22 school year. This notice shall be posted on the district's web site, and shall include, at a minimum, information about the right to request a student-parent-educator conference before enrollment, student rights regarding procedures for enrolling, disenrolling, and reenrolling in independent study, and the instructional time, including synchronous and asynchronous learning, that a student will have access to as part of independent study. (Education Code 51747)~~

Upon the request of the parent/guardian of a student, and before signing a written agreement as described below in the section "Master Agreement," the district shall conduct a telephone, videoconference, or in-person student-parent-educator conference or other meeting during which the student, parent/guardian, and, if requested, ~~their~~ **by the parent/guardian an** advocate may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study. (Education Code 51747)

Master Agreement

A written agreement shall be developed and implemented for each student participating in independent study for three or more consecutive school days. (Education Code 46300, 51747; ~~5-CCR-11703~~)

For the 2022-23 school year, if a student receives special education and related services and the individualized education program (IEP) team decides the student can receive a free appropriate public education (FAPE) in independent study, "the certificated employee with responsibility for the student's special education programming" must be a signatory to the written agreement. (EC§§ 51747(g)(9)(F) and 51749.6(b)(1))

~~For the 2022-23 school year, attendance triggers for implementation of tiered reengagement were revised to require tiered reengagement in the following circumstances:~~

- ~~Students not generating attendance for more than 10 percent of instructional time over four weeks; or~~
- ~~Students not participatory in synchronous instructional offerings for more than 50 percent of the scheduled times for such instruction in a school month.~~

~~For the 2022-23 school year, the following are not required for students who participate in independent study due to necessary medical treatments or in-patient treatment for health care or substance³ abuse, if they are otherwise enrolled in regular classroom instruction and the LEA obtains proof of the need for medical care:~~

- ~~Tiered reengagement strategies under EC §§ 51747(d);~~
- ~~Daily synchronous instruction for grades TK-3 EC §§ 51747(e); and~~
- ~~Plan to transition back to in-person instruction within five instructional days EC §§ 51747(f).~~

~~However, For student participation for the 2021-22 school year only, the district shall obtain 15 school days or more, a signed written agreement shall be obtained before the each student participating in an begins independent study program for any. For student participation of length of time, no later less than 30 15 school days, a signed written agreement shall be obtained within ten school days of after the first day of instruction in the independent study program the student's enrollment. (Education Code 46300, 51747)~~

The agreement shall include general student data, including the student's name, address, grade level, birth date, school of enrollment, and program placement.

The independent study agreement for each participating student also shall include, but ~~are~~ **is** not limited to, all of the following: (Education Code 51747; 5 CCR 11700, 11702)

1. The **manner, time**, frequency, ~~time, and place and manner~~ for submitting the student's assignments, reporting the student's academic progress, and communicating with a student's parent/guardian regarding the student's academic progress
2. The objectives and methods of study for the student's work and the methods used to evaluate that work
3. The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work
4. A statement of the Board's policy detailing the maximum length of time allowed between an assignment and its completion, the level of satisfactory educational progress, and the number of missed assignments, which will trigger an evaluation of whether the student should be allowed to continue in independent study
5. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement, with a maximum of one school year
6. A statement of the number of course credits or, for the elementary grades, other

measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion

7. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports.
8. A statement that independent study is an optional educational alternative in which no student may be required to participate

~~For the 2021-22 school year, this statement shall not be required for a student's participation in independent study if the student is unable to attend in-person instruction because of a quarantine or school closure mandated by a local or state health order or guidance due to the student's exposure to or infection with COVID-19.~~

9. In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through independent study only if the student is offered the alternative of classroom instruction

~~(cf. 5144.1 Suspension and Expulsion/Due Process)~~

10. Before the commencement of independent study **projected to last for 15 school days or more, or within ten school days of the first day of enrollment for independent study for less than 15 school days**, the agreement shall be signed and dated by the student, the student's parent/guardian or caregiver if the student is under age 18 years **of age**, the certificated employee responsible for the general supervision of independent study, and ~~all persons who have direct responsibility for providing assistance to the student.~~

~~However, for the 2021-22 school year, for students with disabilities, the district shall obtain a signed written agreement for independent study from the student, or the student's parent/guardian if the student is less than 18 years of age, the certificated employee who has been~~ **certificated employee** ~~designated as having responsibility for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the student, no later than 30 days after the first day of instruction in the independent study program or October 15, whichever date comes later~~ **special education programming of the student.**

Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education (CDE). (Education Code 51747)

The parent/guardian's signature on the agreement shall constitute permission for the student to receive instruction through independent study.

~~For the 2022-23 school year, LEAs are required to obtain a signed written agreement for an independent study or course-based independent study program 15 days or more before the beginning of independent study, and for an independent study or course-based program of less than 15 days, within 10 days of the beginning of the first day of the student's enrollment. (EC §§ 51747(g)(9)(A) and 51749.6(b)(1))~~

Student-Parent-Educator Conferences

A student-parent-educator conference shall be held as appropriate including, but not limited to, as a reengagement strategy and/or if requested by a parent/guardian prior to enrollment in or disenrollment from independent study. (Education Code 51745.5, 51747, 51749.5)

Records

The Superintendent or designee shall ensure that records are maintained for audit purposes.

These records shall include, but not be limited to: (Education Code 51748; 5 CCR 11703)

1. A copy of the Board policy, administrative regulation, and other procedures related to independent study
2. A listing of the students, by grade level, program, and school, who have participated in independent study, along with the units of the curriculum attempted and completed by students in grades K-8 and the course credits attempted by and awarded to students in grades 9-12 and adult education
3. A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's **signed or initialed and dated** notations indicating that the teacher has personally evaluated the work or personally reviewed the evaluations made by another certificated teacher
4. As appropriate to the program in which the students are participating, a daily or hourly attendance register that is separate from classroom attendance records, maintained on a current basis as time values of student work products judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons
5. Appropriate documentation of compliance with the teacher-student ratios required by Education Code 51745.6 and 51749.5 (Education Code 51745.6 and 51749.5)
6. Appropriate documentation of compliance with the requirements pursuant to Education Code 51747.5 to ensure the coordination, evaluation, and supervision of the independent study of each student by a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300 (Education Code 51747.5)

The district shall document each student's participation in live interaction and synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or

in part, for which live interaction or synchronous instruction is provided as part of the independent study program. A student who does not participate in scheduled live interaction or synchronous instruction shall be documented as nonparticipatory for that school day. (Education Code 51747.5)

The Superintendent or designee shall also maintain a written or computer-based record such as a grade book or summary document of student engagement, for each class, of all grades, assignments, and assessments for each student for independent study assignments. (Education Code 51747.5)

~~(cf. 3580—District Records)~~

~~The Signed, written and dated agreement, any supplemental agreements, assignment records, work samples, and attendance records may be maintained on as an electronic file electronically in accordance with—(Education Code 51747) and 51749.6, as applicable.~~

Program Evaluation

The Superintendent or designee shall annually report to the Board the number of students participating in independent study, the average daily attendance generated for apportionment purposes, student performance as measured by standard indicators and in comparison to students in classroom-based instruction, and the number and proportion of independent study students who graduate or successfully complete independent study. Based on the program evaluation, the Board and Superintendent shall determine areas for program improvement as needed.

~~(cf. 0500—Accountability)~~

~~(cf. 5121—Grades/Evaluation of Student Achievement)~~

~~(cf. 6162.5—Student Assessment)~~

Legal Reference:

EDUCATION CODE

~~17289—Exemption for facilities~~

~~41020—Audit guidelines~~

~~41422—Apportionment credit for student inability to attend in person or school closure due to COVID-19~~

~~41976.2—Independent study programs; adult education funding~~

~~42238—Revenue limits~~

~~42238.05—Local control funding formula; average daily attendance~~

~~44865—Qualifications for home teachers and teachers in special classes and schools~~

~~46100—Length of school day~~

~~46200–46208—Instructional day and year~~

~~46300–46307.1—Methods of computing average daily attendance~~

~~46390–46393—Emergency average daily attendance~~

~~46600—Interdistrict attendance computation~~

~~47612–47612.1—Charter school operation~~

~~47612.5—Independent study in charter schools~~

~~48204—Residency~~

~~48206.3—Home or hospital instruction; students with temporary disabilities~~

~~48220—Classes of children exempted~~

~~48340—Improvement of pupil attendance~~

48915 *Expulsion; particular circumstances*
 48916.1 *Educational program requirements for expelled students*
 48917 *Suspension of expulsion order*
 49011 *Student fees*
 51225.3 *Requirements for high school graduation*
 51745-51749.6 *Independent study programs*
 52060 *Local control and accountability plan*
 56026 *Individuals with exceptional needs*
 58500-58512 *Alternative schools and programs of choice*
FAMILY CODE
 6550-6552 *Authorization affidavits*
CODE OF REGULATIONS, TITLE 5
 11700-11703 *Independent study*
UNITED STATES CODE, TITLE 20
 6301 *Highly qualified teachers*
 6311 *State plans*
COURT DECISIONS
Modesto City Schools v. Education Audits Appeal Panel, (2004) 123 Cal.App.4th 1365

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
 2021-22 AA & IT Independent Study FAQs, 2021
 Clarifications for Student Learning in Quarantine, 2021
 Conducting Individualized Determinations of Need, 2021
 Legal Requirements for Independent Study, 2021
Elements of Exemplary Independent Study
California Digital Learning Integration and Standards Guidance, April 2021
EDUCATION AUDIT APPEALS PANEL PUBLICATIONS
Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting
WEB SITES
 California Consortium for Independent Study: <http://www.ccis.org>
 California Department of Education, Independent Study: <http://www.cde.ca.gov/sp/co/is>
 Education Audit Appeals Panel: <http://www.eaap.ca.gov>

<u>State</u>	<u>Description</u>
5 CCR 11700-11705	<i>Independent study</i>
Ed. Code 17289	<i>Exemption for facilities</i>
Ed. Code 41020	<i>Requirement for annual audit</i>
Ed. Code 41422	<i>Emergency conditions and apportionments</i>
Ed. Code 42238	<i>Revenue limits</i>
Ed. Code 42238.05	<i>Local control funding formula; average daily attendance</i>
Ed. Code 44865	<i>Qualifications for independent study teachers</i>
Ed. Code 46100	<i>Length of school day</i>
Ed. Code 46200-46208	<i>Incentives for longer instructional day and year</i>
Ed. Code 46300-46307.1	<i>Methods of computing average daily attendance</i>
Ed. Code 46390-46393	<i>Emergency average daily attendance</i>
Ed. Code 46600	<i>Interdistrict attendance computation</i>
Ed. Code 47612-47612.1	<i>Charter School Operation</i>
Ed. Code 47612.5	<i>Charter schools operations;; general requirements</i>
Ed. Code 48204	<i>Residency requirements for school attendance</i>
Ed. Code 48206.3	<i>Home or hospital instruction; students with temporary disabilities</i>
Ed. Code	<i>48220 Classes of children exempted</i>
Ed. Code	<i>48340 Improvement of pupil attendance</i>
Ed. Code	<i>48915 Expulsion; particular circumstances</i>
Ed. Code	<i>48916.1 Educational program requirements for expelled students</i>
Ed. Code	<i>48917 Suspension of expulsion order</i>
Ed. Code	<i>49011 Student fees</i>

<i>Ed. Code</i>	<i>51225.3 High school graduation</i>
<i>Ed. Code</i>	<i>51744-51749.6 Independent study</i>
<i>Ed. Code</i>	<i>52060 Local Control and Accountability Plan</i>
<i>Ed. Code</i>	<i>56026 Individual with exceptional needs</i>
<i>Ed. Code</i>	<i>58500-58512 Alternative schools and programs of choice</i>
<i>Fam. Code</i>	<i>6550-6552 Caregivers</i>

<u>Federal</u>	<u>Description</u>
<i>20 USC 6301</i>	<i>Highly qualified teachers</i>
<i>20 USC 6311</i>	<i>State plan</i>

<u>Management Resources</u>	<u>Description</u>
<i>California Department of Education Publication</i>	<i>Legal Requirements for Independent Study</i>
<i>California Department of Education Publication</i>	<i>Conducting Individualized Determinations of Need</i>
<i>California Department of Education Publication</i>	<i>2021-22 AA & IT Independent Study FAQs, 2021</i>
<i>California Department of Education Publication</i>	<i>California Digital Learning Integration and Standards Guidance, May 2021</i>
<i>California Department of Education Publication</i>	<i>Elements of Exemplary Independent Study</i>
<i>Court Decision</i>	<i>Modesto City Schools v. Education Audits Appeal Panel, (2004) 123 Cal.App.4th 1365</i>
<i>Education Audit Appeals Panel Publication</i>	<i>Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting</i>
<i>Website</i>	<i>California Consortium for Independent Study</i>
<i>Website</i>	<i>California Department of Education, Independent Study</i>
<i>Website</i>	<i>Education Audit Appeals Panel</i>

Cross References

<u>Code</u>	<u>Description</u>
<i>0410</i>	<i>Nondiscrimination In District Programs And Activities</i>
<i>0420.4</i>	<i>Charter School Authorization</i>
<i>0470</i>	<i>COVID-19 Mitigation Plan</i>
<i>0500</i>	<i>Accountability</i>
<i>3260</i>	<i>Fees And Charges</i>
<i>3516.5</i>	<i>Emergency Schedules</i>
<i>3580</i>	<i>District Records</i>
<i>4112.2</i>	<i>Certification</i>
<i>4131</i>	<i>Staff Development</i>
<i>5111.1</i>	<i>District Residency</i>
<i>5112.3</i>	<i>Student Leave Of Absence</i>
<i>5113</i>	<i>Absences And Excuses</i>
<i>5113.1</i>	<i>Chronic Absence And Truancy</i>
<i>5121</i>	<i>Grades/Evaluation Of Student Achievement</i>
<i>5125</i>	<i>Student Records</i>
<i>5126</i>	<i>Awards For Achievement</i>
<i>5141.22</i>	<i>Infectious Diseases</i>
<i>5141.31</i>	<i>Immunizations</i>
<i>5144.1</i>	<i>Suspension And Expulsion/Due Process</i>
<i>5146</i>	<i>Married/Pregnant/Parenting Students</i>
<i>5147</i>	<i>Dropout Prevention</i>
<i>6000</i>	<i>Concepts And Roles</i>
<i>6011</i>	<i>Academic Standards</i>

6111	<i>School Calendar</i>
6112	<i>School Day</i>
6142.4	<i>Service Learning/Community Service Classes</i>
6143	<i>Courses Of Study</i>
6146.1	<i>High School Graduation Requirements</i>
6146.11	<i>Alternative Credits Toward Graduation</i>
6152	<i>Class Assignment</i>
6159	<i>Individualized Education Program</i>
6162.5	<i>Student Assessment</i>
6162.51	<i>State Academic Achievement Tests</i>
6164.5	<i>Student Success Teams</i>
6172	<i>Gifted And Talented Student Program</i>
6181	<i>Alternative Schools/Programs Of Choice</i>
6183	<i>Home And Hospital Instruction</i>
6184	<i>Continuation Education</i>
6185	<i>Community Day School</i>
6200	<i>Adult Education</i>

INDEPENDENT STUDY

Definitions

Live interaction means interaction between the student and classified or certificated staff, and may include peers, provided for the purpose of maintaining school connectedness, including, but not limited to, wellness checks, progress monitoring, provision of services, and instruction. This interaction may take place in person, or in the form of Internet or telephonic communication. (Education Code 51745.5)

Student-parent-educator conference means a meeting involving, at a minimum, all parties who signed the student's written independent study agreement pursuant to Education Code 51747 or the written learning agreement pursuant to Education Code 51749.6. (Education Code 51745.5)

Synchronous instruction means classroom-style instruction or designated small group or one-on-one instruction delivered in-person, or in the form of Internet or telephonic communications, and involving live two-way communication between the teacher and student. Synchronous instruction shall be provided by ~~the~~ **a teacher or teachers** of record for that student pursuant to Education Code 51747.5 or the certificated employee providing instruction for course-based independent study. (Education Code 51745.5)

Educational Opportunities

~~For the 2021-22 school year, the district shall offer independent study to meet the educational needs of students as specified in Education Code 51745 unless the district has obtained a waiver. (Education Code 51745)~~

Educational opportunities offered through independent study may include, but are not limited to: (Education Code 51745)

1. Special assignments extending the content of regular courses of instruction

~~(cf. 6143—Courses of Study)~~

2. Individualized study in a particular area of interest or in a subject not currently available in the regular school curriculum

- ~~3. Individualized alternative education designed to teach the knowledge and skills of the core curriculum, but not provided as an alternative curriculum~~

- 4 3. Continuing and special study during travel

~~(cf. 5112.3—Student Leave of Absence)~~

- 5 4. Volunteer community service activities that support and strengthen student achievement
- 6 5. Individualized study for a student whose health, as determined by the student's parent/guardian, would be put at risk by in-person instruction or for a student who is unable to attend in-person instruction due to a quarantine due to exposure to, or infection with, COVID-19, pursuant to local or state public health guidance

~~(cf. 0420.4—Charter Schools Authorization)~~
~~(cf. 6142.4—Service Learning/Community Service Classes)~~
~~(cf. 6181—Alternative Schools/Programs of Choice)~~

In addition, when requested by a parent/guardian due to an emergency or illness, independent study may be used on a short-term basis to ensure that the student is able to maintain academic progress in the student's regular classes.

~~(cf. 5113—Absences and Excuses)~~

Equivalency

The district's independent study option shall be substantially equivalent in quality and quantity to classroom instruction to enable participating students to complete the district's adopted course of study within the customary timeframe. Students in independent study shall have access to the same services and resources that are available to other students in the school and shall have equal rights and privileges. (5 CCR 11700, 11701.5)

~~(cf. 0410—Nondiscrimination in District Programs and Activities)~~

Students participating in independent study shall have access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work. (Education Code 51747)

The district shall not provide independent study students and their parents/guardians with funds or items of value that are not provided for other students and their parents/guardians. Providing access to Internet connectivity and ~~local educational agency~~ **district**-owned devices adequate to participate in an independent study program and complete assigned work consistent with Education Code 51747, or to participate in an independent study course, as authorized by Education Code 51749.5, shall not be considered funds or other things of value. (Education Code 46300.6, 51747.3)

Eligibility for Independent Study

To participate in independent study, a student shall be enrolled in a district school. (Education Code 51748)

~~For the 2022–23 school year and thereafter,~~ The Superintendent or designee may approve the participation of a student who demonstrates the motivation, commitment, organizational skills, and academic skills necessary to work independently provided that experienced certificated staff are available to effectively supervise students in independent study. The Superintendent or designee may also approve the participation of a student whose health would be put at risk

by in-person instruction. A student whose academic performance is not at grade level may participate in independent study only if the program is able to provide appropriate support, such as supplemental instruction, tutoring, counseling, ongoing diagnostic assessments, and/or differentiated materials, to enable the student to be successful. For an elementary student, the Superintendent or designee may consider the parent/guardian's level of commitment to assist the student.

A student participating in independent study must be a resident of the county or an adjacent county. Full-time independent study shall not be available to students whose district residency status is based on their parent/guardian's employment within district boundaries pursuant to Education Code 48204. (~~Education Code 46300.2, 51747.3~~)

(~~cf. 5111.12—Residency Based on Parent/Guardian Employment~~)

~~For a student with disabilities, as defined in Education Code 56026, participation in independent study shall be approved only if his/her individualized education program specifically provides for such participation. (Education Code 51745 46300.2, 51747.3)~~

(~~cf. 6159—Individualized Education Program~~)

~~With the exception of students who, during the 2021–2022 school year, cannot participate in classroom-based instruction due to a COVID–19 quarantine or school closure, A~~

A student with disabilities, as defined in Education Code 56026, may participate in independent study if the student's individualized education program (IEP) specifically provides for such participation. If a parent/guardian of a student with disabilities requests independent study because the student's health would be put at risk by in-person instruction, the student's IEP team shall make an individualized determination as to whether the student can receive a free appropriate public education (FAPE) in an independent study placement. A student's inability to work independently, need for adult support, or need for special education or related services shall not preclude the IEP team from determining that the student can receive FAPE in an independent study placement. (Education Code 51745)

In addition, any student with disabilities who receives services from a nonpublic, nonsectarian school through a virtual program may be permitted to participate in independent study if the student's IEP team determines that FAPE can be provided to the student by means of the virtual program and other conditions of law are satisfied.

A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 by means of independent study. (~~Education Code 51745 51747~~)

(~~cf. 6183—Home and Hospital Instruction~~)

Monitoring Student Progress

The independent study administrator and/or supervising teacher shall promptly and directly address any failure by the student to meet the terms of the student's written agreement. The following supportive strategies may be used:

1. A letter to the student and/or parent/guardian

2. A meeting between the student and the teacher and/or counselor
3. A meeting between the student and the independent study administrator, including the parent/guardian if appropriate
4. An increase in the amount of time the student works under direct supervision

When the student has failed to make satisfactory educational progress or missed the number of assignments specified in the written agreement as precipitating an evaluation, the Superintendent or designee shall conduct an evaluation to determine whether or not independent study is ~~appropriate for~~ **in the student's best interest**. This evaluation may result in termination of the independent study agreement and the student's return to a regular school program. **(Education Code 51747, 51749.5, 5 CCR 11701)**

A written record of the findings of any such evaluation shall be treated as a mandatory interim student record which shall be maintained for three years from the date of the evaluation, **and if the student transfers to another public school in California, the record shall be forwarded to that school.** (Education Code 51747, 51749.5)

Responsibilities of Independent Study Administrator

The responsibilities of the independent study administrator shall be, but are not limited to:

1. Recommending certificated staff to be assigned as independent study teachers at the required teacher-student ratios pursuant to Education Code 51745.6 and supervising staff assigned to independent study functions who are not regularly supervised by another administrator
2. Approving or denying the participation of students requesting independent study
3. Facilitating the completion of written independent study agreements
4. Ensuring a smooth transition for students into and out of the independent study mode of instruction
5. Approving all credits earned through independent study and forward the information to the appropriate staff so that the information becomes part of the student's record
6. Completing or coordinating the preparation of all records and reports required by law, Board policy, or administrative regulation

Assignment and Responsibilities of Independent Study Teachers

Each student's independent study shall be coordinated, evaluated, and carried out under the general supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or emergency credential pursuant to Education Code 44300, registered as required by law, and who consents to the assignment. (Education Code 44865, 51747.5; 5 CCR 11700)

~~(cf. 4112.2—Certification)~~

The ratio of student average daily attendance for independent study students age 18 years or

younger to full-time equivalent certificated employees responsible for independent study shall not exceed the equivalent ratio for all other education programs in the district, unless a new higher or lower ratio for all other educational programs offered is negotiated in a collective bargaining agreement or the district enters into a memorandum of understanding that indicates an existing collective bargaining agreement contains an alternative ratio. (Education Code 51745.6)

The responsibilities of the supervising teacher shall be to:

1. Completing designated portions of the written independent study agreement and signing the agreement
2. Supervising and approving coursework and assignments
3. Maintaining records of student assignments showing the date the assignment is given and the date the assignment is due
4. Maintaining a daily or hourly attendance register in accordance with Item #4 in the section on "Records for Audit Purpose" in the accompanying Board policy
5. Providing direct instruction and counsel as necessary for individual student success
6. Regularly meet with the student to discuss the student's progress
7. Determining the time value of assigned work or work products completed and submitted by the student
8. Assessing student work and assigning grades or other approved measures of achievement
9. Documenting each student's participation in live interaction and/or synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which live interaction or synchronous instruction is provided as part of the independent study program

The Superintendent or designee shall ensure that independent study teachers have access to professional development and support comparable to classroom-based teachers.