

LAKESIDE UNION SCHOOL DISTRICT

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

August 10, 2023

Open Session: 4:30 p.m.

Closed Session: Following Open Session

NOTICE OF THE REGULAR MEETING OF THE BOARD OF TRUSTEES

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

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

A. CALL TO ORDER AND ROLL CALL

B. OPENING PROCEDURES – 4:30PM

1. Welcome Visitors
2. The Pledge of Allegiance will be led by students from the Summer Academy and the Extended School Year programs. Following the pledge, Principal Kelly Gilbert will share highlights from the summer programs.

C. TRUSTEE REPORTS AND COMMENTS

Trustees will report and comment as desired.

D. 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.

E. ITEMS OF BUSINESS

1.1 Designate consent agenda items.

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

1.2 Discussion/adoption of consent agenda items.

SUPERINTENDENT

2.1 **Adoption** is requested of the minutes of the regular board meeting of July 13, 2023.

2.2 **Adoption** is requested of the revised 2023 Board Meeting Calendar reflecting Thursday, September 14, 2023 as the board meeting date.

Please Note: Board Agendas, Back-up Documentation, and Attachments are Available at the Lakeside Union School District Office (12335 Woodside Avenue, Lakeside, CA) in the Lobby or Upon Request or Can be Viewed at www.lsusd.net.

E. SUPERINTENDENT (CONTINUED)

- 2.3 **Requests** for nominations for CSBA Directors-at-Large for African American, American Indian and County are being accepted.

HUMAN RESOURCES

- 3.1 **Approval/Ratification** is requested of Personnel Assignment Order 2024-02.

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 to award a bid to Royal Charter Lines for student transportation in the 2023-2024 school year. Education Code §38902 requires public school districts to go out to bid when transportation costs exceed \$10,000 in a fiscal year.
- 4.3 **Approval** is requested of the purchase of 222 Chromebooks and Chromebook management licenses through Trafera at a cost of \$101,485.74.
- 4.4 **Approval** is requested of the purchase of a 2018 Ford Transit Passenger Wagon to be used for student transportation at a cost of \$66,898.99.
- 4.5 **Approval** is requested of the purchase of two (2) 2023 Ford Escape vehicles for the Technology Department, which will be used to transport employees and technology equipment throughout the district at a cost of \$67,606.10 for two (2) vehicles.
- 4.6 **Approval** is requested of the Fourth Amendment to Master Agreement for Architectural Services with AlphaStudio Design Group to add to scope of work at a cost of \$234,700 including an allowance for changes of \$14,500.
- 4.7 **Approval** is requested of the following annual contracts for the 2023-2024 school year: A) Left Coast Scales, LLC (Spec Ed); B) A & S Flooring (Maint); C) CSBA Policy Plus (Supt); D) CSBA Membership (Supt); E) Optimizon (Bus Services); F) Journal Publications (Dream); G) Azuma Tech Systems (Maint); H) Aseltine School (Spec Ed); I) Vista Hill Assistance Center (Spec Ed); J) TIEE – Mission Valley Academy (Spec Ed); K) TIEE – Children’s Workshop; L) Soliant Health, LLC (Spec Ed); M) Atkinson, Andelson, Loya, Ruud & Romo (Supt/HR); N) HHSA (Pupil Services); O) American Fidelity Administrative Services (Bus Services); P) Anton’s Services, Inc. (Maint); Q) San Diego Superintendent of Schools (Ed Services); and R) ESGI (Ed Services).
- 4.8 **Approval** is requested of the following out-of-town field trips for Lakeside Middle School: A) Band: Knott’s Berry Farm for competition (December); B) Show Choir: Burbank Blast (March), Disneyland/Knott’s Berry Farm performances (Spring), Disneyland parade (December 10), performances (April); C) ASB: Anaheim (June); FFA: Leadership Conference (October), Regional Contest (November), Field Day (December), Field Days (January), Field Day, and Vet Science Contest (February), Field Days (March), Speaking Finals and Fresno Field Day (April); and Finals (May).

E. BUSINESS SERVICES (CONTINUED)

- 4.9 **Approval** is requested of the following fundraisers for Lakeside Middle School: A) Band: voluntary donation drive; band t-shirt sales; catalog sales of frozen food products; B) Show Choir: voluntary donation drive; ticket sales; chorus/dance spirit wear; awards dinner; dessert concerts; voluntary admission to concerts; opportunity baskets at events; October dance-a-thon; rummage sale; snack bar for LNLL; C) PE Department: PE clothes; water sales; D) Drama Department: voluntary ticket sales to performances; E) Art Department: voluntary donation drive; F) ASB: H2O Go; school dances; sales of holiday grams; water sales at promotion; talent show; and G) FFA: banquet; voluntary donation drive; teacher luncheons; restaurant dine nights; popcorn/cookie dough fundraiser; T-shirt sales; flamingo flocking; pancake breakfast; plant sale; Valentine's Day arrangements; barn dance; and summer palooza.
- 4.10 **Approval** is requested of the following gifts to the District: A) 200 backpacks from SchoolsFirst Federal Credit Union to students in need; B) \$2,322.99 from LMS PTSA to the drama, chorus and dance programs; and C) \$1,006 from Lara Hoefer Moir to the LMS 8th grade class.

EDUCATION SERVICES

- 5.1 **Approval** is requested of Imagine Learning for onsite days of professional learning for an ELA curriculum pilot for both middle schools at a cost of \$22,295.78.

BOARD POLICIES, REGULATIONS, BYLAWS AND/OR EXHIBITS

- 6.1 **Adoption** is requested of Board Policy 3540: Transportation.
- 6.2 **Adoption** is requested of Board Policy 4216: Probationary/Permanent Status.
- 6.3 **Adoption** is requested of Board Policy 5113: Absences and Excuses.
- 6.4 **Adoption** is requested of Board Policy and Administrative Regulation 6164.4: Identification and Evaluation of Individuals for Special Education.
- 6.5 **Adoption** is requested of Board Policy 6177: Summer Learning Programs.

F. DISCUSSION ITEMS

1. *First Reading* of Administrative Regulation 3516.2: Bomb Threats.
2. *First Reading* of Administrative Regulation 4217.3: Layoff/Rehire.
3. *First Reading* of Board Policy and Administrative Regulation 6164.6: Identification and Education Under Section 504.
4. *First Reading* of Board Policy, Administrative Regulation and Exhibit 6175: Education for Homeless Children.
5. *First Reading* of Board Bylaw 9270: Conflict of Interest.

G. 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.

G. REPORTS TO THE BOARD (CONTINUED)

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.

H. CLOSED SESSION

- 1. Conference with Labor Negotiator, Lisa Davis, regarding the California School Employees Association and its Chapter 240, pursuant to Government Code §54957.6;
- 2. Public Employee Discipline/Dismissal/Release, pursuant to Government Code §54957;
- 3. Public Employee Evaluation, Superintendent, pursuant to Government Code §54957.

I. CLOSED SESSION REPORT

J. ADJOURNMENT

Respectfully Submitted,

Rhonda L. Taylor, Ed.D.
Superintendent

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 8/10/23

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 July 13, 2023

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Recommended Action:

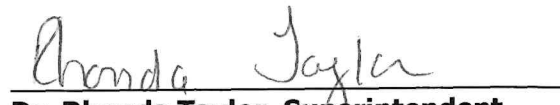
- | | |
|--|---|
| <input type="checkbox"/> Informational | <input type="checkbox"/> Denial |
| <input type="checkbox"/> Discussion | <input type="checkbox"/> Ratification |
| <input type="checkbox"/> Approval | <input type="checkbox"/> Explanation: Click here to enter text. |
| <input checked="" type="checkbox"/>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

Originating Department/School: Superintendent's Office

Submitted/Recommended By:

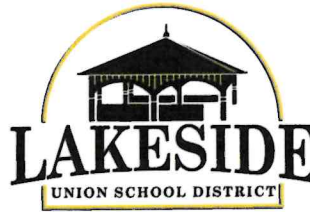
Approved for Submission to the Governing Board:


Lisa DeRosier, Executive Assistant


Dr. Rhonda Taylor, Superintendent

Administration:

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



Board of Trustees:

JIM BENNETT
AUTUMN ELLENSON
ANDREW HAYES
LARA HOEFER MOIR
RON KASPER

Minutes of the Regular Meeting of the Board of Trustees

July 13, 2023

District Administration Center

A. The regular meeting of the Lakeside Union School District Board of Trustees was called to order at 4:30 p.m. by Andrew Hayes, President with the following members present: Lara Hoefer Moir, Vice President; Jim Bennett, Clerk; Autumn Ellenson, Member; and Ron Kasper, Member. Also in attendance were Dr. Rhonda Taylor, Superintendent; and Lisa Davis, Assistant Superintendent. Assistant Superintendent Dr. Natalie Winspear was absent. Lisa DeRosier was present to record the minutes.

Call to Order

B. President Hayes welcomed visitors and led the pledge of allegiance.

Welcome
Flag Salute

C. Clerk Bennett hoped everyone had a good Fourth of July. He is thankful for our freedoms and commented that the Fourth of July is more than just fireworks. He is grateful for the district and the community.

Trustee Reports
and Comments

Member Ellenson had no formal comment.

Member Kasper appreciated Clerk Bennett’s footnotes. He watched and encouraged everyone to see the movie “Sound of Freedom”. It’s a connection to a greater community about child trafficking.

Vice President Hoefer Moir spent the morning at Summer Academy and ESY. They had a rocky start, but they are having a good time now. She has been spending time with the LMS PTSA working and planning for the year. She spoke at the Chamber’s business breakfast and spent the week at the San Diego Fair with her son.

President Hayes wished everyone a happy Independence Day month. He attended the Chamber breakfast; and he wrote a letter to the county library regarding clarity of process. He would like to discuss the Board taking a more formal position about education-related legislation. He wished everyone a happy summer!

D. There were no requests to speak to the Board.

Public
Comments

E. 1. Dale Scott presented bond alternatives for the 2024 gubernatorial ballot. He discussed the 3 different elections where we had a bond measure on the ballot and how we fared in those elections. He offered 3 options about next steps: 1) the district can access over \$41 million of bonds with a \$30 tax rate; 2) the district can issue reauthorization bonds with a \$12 tax rate; or 3) short-term bond structure significantly reducing interest cost. The Board asked clarifying questions. Mr. Scott suggested we move forward quickly if that is where the Board wants to go.

Dale Scott:
Bond
Presentation

E. PRESENTATIONS (CONTINUED)

2. Executive Director of Human Resources, Dr. Christine Sinatra, presented an annual overview of the program. She introduced her staff and explained their positions and duties. The HR department set up booths in the community this year for exposure. They attended the Spirit of Christmas, Touch a Truck, CSHA Conference, the Pt. Loma Nazarene job fair, and the San Marcos resource fair. They were able to talk to a lot of people and get our name out in the communities. We need to be better about placing our job openings on social media.

Dr. Sinatra:
 Human
 Resources
 Overview

F. It was moved by Vice President Hoefer Moir and seconded by Member Ellenson to designate all Items of Business to the consent agenda with the exception of Items 3.3, 3.4 and 4.8. 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, 4.6, 4.7, 5.1, 5.2, 5.3, and 5.4 to the consent agenda.

Consent Agenda

1.1 It was moved by Member Kasper and seconded by Member Ellenson to adopt the following items of business:

Items of
 Business

1.2 There was no discussion on items.

Discussion

SUPERINTENDENT

2.1 A motion to adopt the board meeting minutes of the regular board meetings of June 15, 2023 and June 22, 2023.

Adopt Minutes

HUMAN RESOURCES

3.1 A motion to approve/ratify Personnel Assignment Order 2024-01.

Approve PAO

3.2 A motion to approve a Memorandum of Understanding with Grossmont-Cuyamaca Community College to provide students in the nursing program experience through clinical practice.

Approve MoU
 with Grossmont-
 Cuyamaca CC

BUSINESS SERVICES

4.1 A motion to approve the following monthly business reports: A) Commercial Warrants; B) Purchase Orders and Change Orders; and C) Purchase Card Expenditures.

Approve Bus
 Reports

4.2 A motion to authorize the sale and disposal of a hand cart (item #4408) and various Class 3 – Temporary Records that can be disposed of from the business office.

Authorize
 Excess Surplus

4.3 A motion to approve Addendum #1 to Contract M2023-01 of a Food Service Agreement with the Barona Indian Charter School for the 2023-24 school year.

Approve Food
 Service Agrmnt

4.4 A motion to approve a Consulting/Professional Services Agreement with Scott Barnett to develop a proposed real estate utilization strategy and proposed process for the use of underutilized and/or excess LUSD-owned properties, provide a “roadmap” of the real estate opportunities, and steps for moving forward. The contract commences on June 15, 2023 through June 30, 2024 at a cost of \$25,000.

Approve
 Agreement with
 Scott Barnett

F. BUSINESS SERVICES (CONTINUED)

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|-----|--|-------------------------------------|
| 4.5 | A motion to approve the following annual contracts for the 2023-2024 school year: A) Jewish Family Service (Pupil Services); B) Document Tracking Service (Ed Services); C) Regents of UCSD School of Medicine (Special Ed); D) Best, Best & Krieger (Business Services); E) Ascend Rehab Services, Inc. (Special Ed); F) CASBO (Business Services); G) Ron Cook Media (Supt); and H) Amplify (Ed Services). | Approve Annual Contracts |
| 4.6 | A motion to approve an out-of-state conference for Ginny Lopez to attend the School Transportation Expo in Reno, Nevada from July 13-19, 2023. | Approve Out-of-State Conf |
| 4.7 | A motion to approve the following out-of-town field trips for Tierra del Sol Middle School: A) iFly (October); B) Museum of Tolerance/La Brea Tar Pits (January); C) Sea World/La Jolla Shores (June); and Magic Mountain (2 trips). | Approve TdS Out-of-Town Field Trips |

BOARD POLICIES, REGULATIONS, BYLAWS AND/OR EXHIBITS

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|-----|---|--------------------|
| 5.1 | A motion to adopt Board Policy and Administrative Regulation 0450: Comprehensive Safety Plan. | Adopt BP/AR 0450 |
| 5.2 | A motion to adopt Board Policy and Administrative Regulation 0460: Local Control and Accountability Plan. | Adopt BP/AR 0460 |
| 5.3 | A motion to adopt Board Policy and Administrative Regulation 5148.2: Before/After School Programs. | Adopt BP/AR 5148.2 |
| 5.4 | A motion to adopt Board Policy and Administrative Regulation 6164.2: Guidance Counseling Services. | Adopt BP/AR 6164.2 |

Motion carried unanimously 5:0 (Ayes: Bennett, Ellenson, Hayes, Hoefler Moir, Kasper)

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| 3.3 | <u>It was moved by</u> Clerk Bennett and seconded by Member Kasper to approve an Amendment to the Employment Agreement with Superintendent Dr. Rhonda L. Taylor to roll over her contract for a period of three years, commencing July 1, 2023 and ending July 30, 2026. Clerk Bennett is very happy to extend the contract of Dr. Taylor and has enjoyed working with her. Member Ellenson agreed with Clerk Bennett. They have learned a lot from Dr. Taylor. Motion carried unanimously 5:0 (Ayes: Bennett, Ellenson, Hayes, Hoefler Moir, Kasper). | Approve Emp Agreement with Dr. Taylor |
| 3.4 | <u>It was moved by</u> Member Ellenson and seconded by Member Kasper to approve an Amendment to the Employment Agreement with Assistant Superintendent Lisa Davis to roll over her contract for a period of three years, commencing July 1, 2023 and ending July 30, 2026. Clerk Bennett is very happy to extend the contract of Ms. Davis. Motion carried unanimously 5:0 (Ayes: Bennett, Ellenson, Hayes, Hoefler Moir, Kasper). | Approve Emp Agreement with Lisa Davis |

F. ITEMS OF BUSINESS (CONTINUED)

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| <p>4.8 <u>It was moved by</u> Vice President Hoefer Moir and seconded by Member Ellenson to approve the following gifts to the District: A) Blackbaud Giving Fund donated \$74 to TdS; B) El Capitan Stadium Association donated \$2,200 to the Lakeside Farms BizTown program; C) PTA donation summary for May/June field trips: Lemon Crest, \$917.50; Lindo Park, \$7,075; Riverview, \$840; Winter Gardens, \$300; Tierra del Sol Middle School, \$6,005.41; and D) \$3,036.17 from DonorsChoose to Tierra del Sol Middle School, DREAM and Lakeside Farms. Vice President Hoefer Moir commented on the generous donations. Our community is really involved in our schools. Motion carried unanimously 5:0 (Ayes: Bennett, Ellenson, Hayes, Hoefer Moir, Kasper).</p> | <p>Accept Gifts to the District</p> |
| <p>G. The Board reviewed the enrollment report for Month 10 (through 5/26/23) and Month 11 (through 6/14/23).</p> | <p>Enr Reports</p> |
| <p>H. 1. First reading of Board Policy 3540: Transportation. The Board will adopt at the next regular meeting.</p> | <p>BP 3540</p> |
| <p>2. First reading of Board Policy 4216: Probationary/Permanent Status. The Board will adopt at the next regular meeting.</p> | <p>BP 4216</p> |
| <p>3. First reading of Board Policy 5113: Absences and Excuses. The Board will adopt at the next regular meeting.</p> | <p>BP 5113</p> |
| <p>4. First reading of Board Policy and Administrative Regulation 6164.4: Identification and Evaluation of Individuals for Special Education. The Board will adopt at the next regular meeting.</p> | <p>BP/AR 6164.4</p> |
| <p>5. First reading of Board Policy 6177: Summer Learning Programs. The Board will adopt at the next regular meeting.</p> | <p>BP 6177</p> |
| <p>6. The Board discussed the purpose of an Ad Hoc Board Real Estate Utilization Strategy (REUS) sub-committee consisting of President Hayes and Vice President Hoefer Moir to work with District staff and the Consultant for the purpose of 1) ensuring that the Consultant meets the goals and objectives of the BOE and 2) ensuring that key stakeholders are identified, and community input and public participation is outlined in the consultant's report. It was agreed by all Board members to move forward with the committee.</p> | <p>Ad Hoc Board Real Estate Utilization Strategy Committee</p> |
| <p>I. 1A. Kerry Strong, LTA President, was not in attendance.</p> | <p>LTA President</p> |
| <p>1B. David Myers, CSEA President, was not in attendance.</p> | <p>CSEA President</p> |
| <p>2A. Lisa Davis, Assistant Superintendent, commented that the business office is in the process of closing the books on schedule. The maintenance department is very busy this summer with construction and cleaning all the campuses. The Climatec project is winding down. The central kitchen project was postponed there is a 52-week lead time to order the equipment. The ESS department is going gangbusters. The program is very busy and popular. The tech department is wiping iPads and getting the new Chromebooks ready for distribution. Our enrollment projections are growing so much that we need to add 2 new TK classrooms.</p> | <p>Assistant Superintendent
Lisa Davis</p> |
| <p>2B. Dr. Natalie Winspear, Assistant Superintendent, was not in attendance.</p> | <p>Dr. Winspear</p> |

I. REPORTS TO THE BOARD (CONTINUED)

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| 2C. Dr. Rhonda Taylor, Superintendent, encouraged everyone to stop by the summer academy and ESY for a visit. There is a lot of great energy going on there. She thanked Twila Godley for the books of Lakeside history as she is preparing for a Historical Society presentation. She commented that we are planned and ready for the welcome back meeting. | Superintendent
Dr. Rhonda
Taylor |
| J. At 5:25 p.m. the Governing Board moved to closed session to discuss Conference with Legal Counsel (Currier and Hudson) regarding Pending Litigation (PERB Case No. LA-RR-1338-E) pursuant to Government Code §54956.9. | Moved to
Closed Session |
| At 6:21 p.m., the Board reconvened to open session to report no action taken in closed session. | Closed Session
Report |
| K. 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 6:22 p.m. | Adjournment |

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

Jim Bennett
Clerk of the Board

Administration:

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



Board of Trustees:

JIM BENNETT
AUTUMN ELLENSON
ANDREW HAYES
LARA HOEFER MOIR
RON KASPER

Schedule of Regular Board Meetings and Board Study Sessions for 2023

	<u>Regular Meetings</u>		<u>Special Board Meetings</u>
January	12		12, 26
February	9		8
March	9		
April	20*		
May	11		
June	15*	*4:30 p.m.	
June	22*	*4:30 p.m.	
July	13	*4:30 p.m.	
August	10	*4:30 p.m.	10
September	14		
October	12		
November	9		
December	14		

*Regular meetings are scheduled for the second Thursday of each month at 6:00 p.m. (unless noted by *) in the Multipurpose Room at the District Administrative Center, 12335 Woodside Avenue, Lakeside, California 92040.*

Adopted by the Governing Board

December 15, 2022; Revised March 9, 2023; Revised August 10, 2023

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

12335 Woodside Avenue • Lakeside, California 92040

DISTRICT OFFICE 619.390.2600 • FAX 619.561.7929 • <http://www.lsusd.net/>

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 8/10/23

Agenda Item:

Personnel Assignment Order 2024-02

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:



Christine Sinatra, HR Exec Director

Approved for Submission to the Governing Board:



Dr. Rhonda Taylor, Superintendent

**LAKESIDE UNION SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING, August 10, 2023
Personnel Assignment Order – 2024-02**

BACKGROUND:

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

Certificated Staff

A. New Hire:

Employee	Assignment/Location	Class/Step	Previous Annual Salary	New Annual Salary	Effective Date
Totten, Tania	APE Teacher/TDS	E/11		\$85,066.00	08/16/2023
Jones, Victoria	Teacher/DREAM	E/11		\$85,066.00	08/16/2023
Phillips, Ian	SDC Teacher/LC	A/1		\$55,398.00	08/16/2023
Jennings, Jessica	RSP Teacher/LC	D/3		\$60,649.00	08/16/2023
Alamillo, Hannah	TEacher/LP	F/10		\$86,679.00	08/16/2023
Yeung, Sean	Teacher/TDS	D/1		\$55,398.00	08/16/2023
Besaw, Jessica	Teacher/LP	A/1		\$55,398.00	08/16/2023
Jennings, Jessica	RSP Teacher/LC	D/3		\$60,649.00	08/16/2023
Pedro, Jason	SDC Teacher/LC	F/8		\$81,127.00	08/16/2023
Winter, Caroline	Counselor/LF	D/5		\$65,658.00	08/16/2023

B. Reduced Workload Program:

Employee	Assignment/Location	Effective Date	Recommendation

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
Rico, Alejandro	Teacher/RV	No BCLAD	Yes	08/01/2023

E. Resignation:

Employee	Assignment/Location	Class/Step	Reason	Effective Date
Kayed, Lena	Teacher/Lindo Park	D/3	N/A	8/1/2023

F. Provisional Internship Permit:

Employee	Assignment/Location	Effective Date
McGrath, Jennifer	SDC Teacher / LMS	8/16/2023
Smosna, Anelise	RSP Teacher / TDS	8/16/2023

G. Consent to Serve:

Employee	Location	Position	Reason	Effective Date

Classified Staff

I. New Hire:

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

J. Change of Status/Location:

Employee	Location	Position/Class/Step	Previous Monthly Salary	New Monthly Salary	Effective Date
Rogers, Alexis	WG	Site Lead ESS/19/2	\$2,363.06	\$3,507.33	8/1/2023

K. Management Position:

Employee	Location	Position/Range/Step	Effective Date

L. Resignation/Termination:

Employee	Location	Position	Reason	Effective Date
Jenkins, Mia	ESS	Site Lead ESS	Employment	8/1/2023
Knighton, Cassia	LV	IA-I-SPED	N/A	8/1/2023
Merriman, Amy	LF	IA-II-SPED	Employment	8/1/2023
Moss, Casey	ESS	Child Dev Assist	School	8/1/2023
Rossi, Stephanie	LF	Campus Supervisor	N/A	8/1/2023

M. Rehires :

Employee Name	Location	Position	Effective Date

N. Return from Leave

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: AUGUST 10, 2023

Agenda Item:

COMMERCIAL WARRANT LISTING SHEET – for the period 07/01/2023 – 07/31/2023

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):

\$ 2,060,978.31

Funding Source:

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

Addresses Emphasis Goal(s):

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

Recommended Action:

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

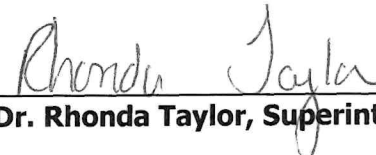
Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Lisa Davis, Assistant Superintendent



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member _____

BOARD WARRANT REPORT 7/1/2023 - 7/31/2023

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount Charged to Fund
0100	14039631	APPLE INC.	7/6/2023	Schedule No. 5 Lease Payment 2	198,863.95
0100	14040699	AED BRANDS, LLC	7/13/2023	AED PADS	838.38
0100	14040700	AGRICULTURAL PEST CONTROL	7/13/2023	RODENT CONTROL	815.00
0100	14040701	ALLIED REFRIGERATION INC	7/13/2023	MOT SUPPLIES	54.77
0100	14040702	AMERICAN FIDELITY ADMIN. SERVICES, LLC	7/13/2023	TIME & ELIGIBILITY	1,294.20
0100	14040704	CLIMATEC, INC.	7/13/2023	SOLAR PROJECT	101,148.00
0100	14040706	DATEL SYSTEMS INCORPORATED	7/13/2023	TECH SWITCHES	31,323.99
0100	14040708	DEBRA DUPREE	7/13/2023	HR SERVICES	697.50
0100	14040709	DELOITTE SERVICES LP	7/13/2023	MGMT CONFERENCE	7,550.00
0100	14040710	DION & SONS, INC.	7/13/2023	FUEL	2,283.17
0100	14040711	EDCO DISPOSAL CORPORATION	7/13/2023	WASTE/RECYCLING	6,724.60
0100	14040712	SAN DIEGO COUNTY SCHOOL FBC	7/13/2023	COBRA DELTA DENTAL	232.34
0100	14040713	IMPERIAL SPRINKLER SUPPLY, INC.	7/13/2023	MOT SUPPLIES	232.17
0100	14040715	LAMONT STREET GRILL CATERING	7/13/2023	CATERING	750.00
0100	14040716	LAKESIDE WATER DISTRICT	7/13/2023	MONTHLY WATER	3,260.80
0100	14040717	LAMIA MATTI	7/13/2023	MILEAGE	26.59
0100	14040718	AUDREY LENT	7/13/2023	REIMBURSEMENT	884.92
0100	14040719	PAYTON'S TRUE VALUE HARDWARE	7/13/2023	MOT SUPPLIES	662.57
0100	14040721	PETER GROGAN	7/13/2023	SPED CONSULTING	3,900.00
0100	14040722	ROADONE	7/13/2023	MOT	225.00
0100	14040723	SCHOOL FACILITY CONSULTANTS	7/13/2023	PROFESSIONAL PERSONNEL	826.25
0100	14040724	RUSSELL SIGLER, INC.	7/13/2023	MOT SUPPLIES	871.87
0100	14040725	SITEONE LANDSCAPE SUPPLY HOLDING, LLC	7/13/2023	MOT SUPPLIES	102.57
0100	14040726	T-MOBILE	7/13/2023	HOT SPOTS	1,616.00
0100	14040727	LASERCYCLE USA, INC.	7/13/2023	COPY CHARGES	4,337.29
0100	14040728	VEBA	7/13/2023	COBRA MEDICAL	5,748.00
0100	14040729	VERIZON WIRELESS	7/13/2023	CELL SERVICE	1,638.69
0100	14041782	ALLIANCE FOR AFRICAN ASSISTANCE	7/17/2023	SPED SERVICES	1,546.55
0100	14041783	AMAZON CAPITAL SERVICES, INC.	7/17/2023	SUPPLIES	12,352.52
0100	14041785	ASCEND SERVICES, INC.	7/17/2023	SPED SERVICES	14,400.00
0100	14041786	BLANCHE MAINE	7/17/2023	SPED REIMBURSEMENT	1,050.00
0100	14041787	CROSS COUNTRY STAFFING, INC	7/17/2023	SPED SERVICES	11,523.00
0100	14041789	CARRIE G. REA	7/17/2023	SPED SERVICES	5,000.00
0100	14041790	COAST MUSIC THERAPY INC.	7/17/2023	SPED SERVICES	187.50
0100	14041791	dba CONNECT4KIDS PSYCHOLOGICAL SERVICES,	7/17/2023	SPED SERVICES	4,250.00

BOARD WARRANT REPORT 7/1/2023 - 7/31/2023

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount Charged to Fund
0100	14041792	FAGEN FRIEDMAN & FULFROST LLP	7/17/2023	SPED SERVICES	940.00
0100	14041793	FIRST STUDENT, INC.	7/17/2023	SPED SERVICES	6,595.00
0100	14041794	MICHELLE FURMAN, M.S., P.T	7/17/2023	SPED SERVICES	1,552.50
0100	14041797	JOE L. FULCHER dba Inclusive Leadership	7/17/2023	SPED SERVICES	8,467.01
0100	14041798	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	7/17/2023	COPIER LEASE	2,776.53
0100	14041800	LEADER SERVICES	7/17/2023	SPED SERVICES	705.33
0100	14041801	JOCELYN MCCULLOUGH	7/17/2023	MILEAGE REIMBURSEMENT	2,309.53
0100	14041802	OFFICE DEPOT, INC.	7/17/2023	SUPPLIES	134.68
0100	14041803	O'REILLY AUTO PARTS	7/17/2023	SUPPLIES	929.87
0100	14041805	NEW DIRECTIONS SOLUTIONS, LLC	7/17/2023	SPED SERVICES	2,075.28
0100	14041806	PROFESSIONAL TUTORS OF AMERICA, INC.	7/17/2023	SPED SERVICES	240.00
0100	14041807	SOLIANT HEALTH LLC	7/17/2023	SPED SERVICES	4,539.00
0100	14041808	SOUTHWEST SCHOOL & OFFICE SUPPLY	7/17/2023	CLASS SUPPLIES	7,035.77
0100	14041809	SPECIALIZED THERAPY SERVICES	7/17/2023	SPED SERVICES	2,902.50
0100	14041810	SUNBELT STAFFING	7/17/2023	SPED SERVICES	6,349.25
0100	14041811	THE STEPPING STONES GROUP, LLC	7/17/2023	SPED SERVICES	6,409.98
0100	14041812	THERAPY TRAVELERS, LLC.	7/17/2023	SPED SERVICES	12,878.00
0100	14041813	TOTAL VISION PC, INC.	7/17/2023	SPED SERVICES	145.00
0100	14041814	VERBAL BEHAVIOR ASSOCIATES, INC.	7/17/2023	SPED SERVICES	23,579.25
0100	14041815	JILL WECKERLY, PH.D.	7/17/2023	SPED SERVICES	2,425.00
0100	14042709	AIRGAS USA, LLC	7/20/2023	MAINT SUPPLIES	211.18
0100	14042710	AMAZON CAPITAL SERVICES, INC.	7/20/2023	SUPPLIES	14,279.00
0100	14042712	A-Z BUS SALES INC.	7/20/2023	TRANS SUPPLIES	2,336.48
0100	14042714	CED-SAN DIEGO CONSOLIDATED ELECTRIC	7/20/2023	MAINT SUPPLIES	978.95
0100	14042716	EL CAJON FORD	7/20/2023	PARTS	188.55
0100	14042717	REECE PLUMBING	7/20/2023	MAINT SUPPLIES	1,844.40
0100	14042718	HOPSKIPDRIVE, INC.	7/20/2023	SPED TRANSPORTATION	753.71
0100	14042719	JANUS CORPORATION	7/20/2023	RV FLOORING	11,734.00
0100	14042720	THOMPSON BUILDING MATERIALS	7/20/2023	MAINT SUPPLIES	308.94
0100	14042722	BRENDA WILSON	7/20/2023	SPED SERVICES	1,891.75
0100	14042723	WINSOR LEARNING, INC	7/20/2023	INTERVENTION SETS	15,348.99
0100	14043860	AMAZON CAPITAL SERVICES, INC.	7/24/2023	SUPPLIES	4,976.43
0100	14043862	ASELTINE SCHOOL	7/24/2023	ASELTINE SCHOOL - JUNE 2023	11,602.67
0100	14043863	California Dept of Tax and Fee	7/24/2023	Q2 2023 SALES AND USE TAX	1,137.00
0100	14043864	California Dept of Tax and Fee	7/24/2023	Q2 2023 DIESEL TAX	23.00

BOARD WARRANT REPORT 7/1/2023 - 7/31/2023

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount Charged to Fund
0100	14043865	EYE PHONE CITY	7/24/2023	REPAIRS	1,599.98
0100	14043866	INSTITUTE FOR EFFECTIVE EDUCATION	7/24/2023	SPED SERVICES	17,346.00
0100	14043867	LAKESIDE UNION SCHOOL DISTRICT	7/24/2023	REVOLVING CASH	9,212.80
0100	14043868	STEIN EDUCATION CENTER	7/24/2023	STEIN ED CTR - JUNE 2023	6,131.58
0100	14043869	SPECIALIZED EDUCATION OF CALIFORNIA, INC	7/24/2023	SIERRA SCHOOL OF SD	2,654.82
0100	14043870	SPARKLETTS	7/24/2023	BOTTLED WATER	217.18
0100	14044857	AAA WATER TENDER	7/27/2023	SUPPLIES	278.96
0100	14044858	ALPHA STUDIO DESIGN GROUP	7/27/2023	TECH PROJECT	33,853.36
0100	14044859	AT&T	7/27/2023	INTERNET	2,667.46
0100	14044862	CASBO	7/27/2023	Organizational Subscription FY	3,500.00
0100	14044863	CROSS COUNTRY STAFFING, INC	7/27/2023	SPED SERVICES	10,179.00
0100	14044865	CINTAS CORPORATION	7/27/2023	UNIFORMS	855.44
0100	14044867	CURRIER & HUDSON	7/27/2023	Legal Fees	5,830.50
0100	14044868	DANNIS WOLIVER KELLEY	7/27/2023	Legal Fees	630.00
0100	14044869	DATEL SYSTEMS INCORPORATED	7/27/2023	BARRACUDA EMAIL PROTECTION 1 Y	10,697.31
0100	14044870	DEPARTMENT OF JUSTICE	7/27/2023	FINGERPRINTING	535.00
0100	14044871	DOCUSIGN, INC.	7/27/2023	DOCUSIGN, ESIGN PRO 7/1/23-6/3	4,657.50
0100	14044872	THE EAST COUNTY CALIFORNIAN	7/27/2023	ADVERTISEMENT	210.00
0100	14044873	ECONOMY RESTAURANT & SUPPLY CO	7/27/2023	CENTRAL KITCHEN MODERNIZATION	2,500.00
0100	14044874	EDCO DISPOSAL CORPORATION	7/27/2023	C BOX	332.00
0100	14044875	MILE3 WEB DEVELOPMENT, INC.	7/27/2023	2023-24 Unlimited Full-Service	17,280.00
0100	14044877	EYE PHONE CITY	7/27/2023	IPAD REPAIR	1,556.86
0100	14044878	FIBRE RESOURCES UNLIMITED, INC.	7/27/2023	SHREDDING SERVICE	175.00
0100	14044879	FRONTLINE EDUCATION	7/27/2023	Digital Schools Software 2023-	62,972.87
0100	14044880	HELIX WATER DISTRICT	7/27/2023	WATER	1,833.09
0100	14044881	HOME DEPOT CREDIT SERVICES	7/27/2023	SUPPLIES	4,898.13
0100	14044882	INFINISOURCE INC.	7/27/2023	COBRA Notices Admin: Core Serv	2,727.00
0100	14044883	dba KEN GRODY FORD	7/27/2023	2023 FORD ESCAPE VIN 63855, TA	33,803.05
0100	14044884	dba KEN GRODY FORD	7/27/2023	2023 FORD ESCAPE VIN 54648 TAX	33,803.05
0100	14044885	LAKESIDE EQUIPMENT	7/27/2023	MOT SUPPLIES	95.90
0100	14044886	LAKESIDE WATER DISTRICT	7/27/2023	WATER	1,879.18
0100	14044887	LEADER SERVICES	7/27/2023	MANAGEMENT ASSISTANCE	2,625.00
0100	14044888	MISSION FEDERAL CREDIT UNION	7/27/2023	PCARDS	10,763.28
0100	14044889	DAVIS CONSULTING CORPORATION	7/27/2023	MANAGEMENT SUPPORT PERIOD OF J	1,085.00
0100	14044890	SAN DIEGO GAS & ELECTRIC	7/27/2023	GAS AND ELECTRIC	29,463.28

BOARD WARRANT REPORT 7/1/2023 - 7/31/2023

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount Charged to Fund
0100	14044891	SCHOOL SERVICES OF CA, INC	7/27/2023	FISCAL BUDGET SERVICES 2023-24	4,500.00
0100	14044892	SEDANO FORD OF LM, INC.	7/27/2023	FEES TO PURCHASE 2018 FORD TRA	66,898.99
0100	14044893	SPECIALIZED EDUCATION OF CALIFORNIA, INC	7/27/2023	SIERRA SCHOOL OF SD - ESY	2,940.84
0100	14046160	Jennifer Lynn Chandler	7/31/2023	CONFERENCE	402.11
0100	14046161	ATKINSON, ANDELSON, LOYA, RUUD AND ROMO	7/31/2023	Legal Fees	2,680.00
0100	14046162	ALLIANCE FOR AFRICAN ASSISTANCE	7/31/2023	INTERPRETER SERVICES	530.98
0100	14046164	ROBIN ASTOLFI	7/31/2023	CONFERENCE	207.00
0100	14046165	BLANCHE MAINE	7/31/2023	SPED SERVICES	1,628.00
0100	14046166	BROOKE DEXHEIMER	7/31/2023	MILEAGE REIMBURSEMENT	23.71
0100	14046167	CROSS COUNTRY STAFFING, INC	7/31/2023	SPED SERVICES	15,312.00
0100	14046168	COMPANION CORPORATION	7/31/2023	SUBSCRIPTIONS	9,852.00
0100	14046169	CSNA	7/31/2023	CONFERENCE	605.00
0100	14046171	DATEL SYSTEMS INCORPORATED	7/31/2023	T91D61 WALL MOUNT 1.5 INCH NPS	178.87
0100	14046172	DION & SONS, INC.	7/31/2023	FUEL	2,392.72
0100	14046173	ENOME, INC.	7/31/2023	District Special Education Dep	5,000.00
0100	14046174	REECE PLUMBING	7/31/2023	MOT SUPPLIES	148.29
0100	14046176	FIRST STUDENT, INC.	7/31/2023	SPED SERVICES	4,497.50
0100	14046177	Nicole Genet	7/31/2023	CONFERENCE	207.00
0100	14046178	GUADALUPE GONZALEZ	7/31/2023	CONFERENCE	207.00
0100	14046180	LEAH HOPKINS	7/31/2023	TK REIMBURSEMENT	474.00
0100	14046181	INFORMATION & ENERGY SERVICES	7/31/2023	Completion of AB802 Building E	2,000.00
0100	14046182	LAKESHORE LEARNING MATERIALS	7/31/2023	Preschool Sand & Water Table	4,479.21
0100	14046183	LINDAMARIE LIMA	7/31/2023	JUNE MILEAGE	20.96
0100	14046184	MICHELLE MCCURDY	7/31/2023	MILEAGE REIMBURSEMENT	57.23
0100	14046185	MARIANA MESNIK	7/31/2023	SPED SERVICES	1,815.00
0100	14046186	NATIONAL PETROLEUM INC	7/31/2023	MOT SUPPLIES	471.64
0100	14046187	QUADIENT LEASING USA, INC.	7/31/2023	DO Mail Machine Lease	1,152.73
0100	14046189	OFFICE DEPOT, INC.	7/31/2023	TECH Office Supplies (7200 Unr	191.11
0100	14046190	PODS ENTERPRISES, INC.	7/31/2023	STORAGE	642.80
0100	14046191	PROFESSIONAL TUTORS OF AMERICA, INC.	7/31/2023	SPED SERVICES	320.00
0100	14046192	SAN DIEGO COUNTY SCHOOL BOARDS	7/31/2023	DUES	320.28
0100	14046193	SAMANTHA ORAHOOD	7/31/2023	COSTCO RENEWAL	120.00
0100	14046194	MACHELLE SHAMIS	7/31/2023	CONFERENCE	207.00
0100	14046195	SITEONE LANDSCAPE SUPPLY HOLDING, LLC	7/31/2023	MOT SUPPLIES	76.93
0100	14046196	SPECIALIZED THERAPY SERVICES	7/31/2023	SPED SERVICES	4,814.00

BOARD WARRANT REPORT 7/1/2023 - 7/31/2023

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount Charged to Fund
0100	14046197	KRISTIE SUMMERS	7/31/2023	CONFERENCE	207.00
0100	14046198	T-MOBILE	7/31/2023	District HotSpots (0980 LCAP)	1,616.00
0100	14046199	TRUE CABLE HOLDINGS, LLC	7/31/2023	TECH	4,095.86
0100	14046201	THE STEPPING STONES GROUP, LLC	7/31/2023	SPED SERVICES	3,294.64
0100	14046202	VISTA HILL FOUNDATION	7/31/2023	SPED SERVICES	3,109.00
0100	14046204	MICHELLE WILLIAMS	7/31/2023	MILEAGE REIMBURSEMENT	51.09
0100	14046205	WOODWIND & BRASSWIND	7/31/2023	MANHASSET MUSIC STAND STORAGE	376.05
0100	14046206	Zoho Corporation	7/31/2023	MANAGE ENGINE AD SELF SERVICE	1,195.00
0100 TOTAL				GENERAL	1,055,991.84
0800	14043860	AMAZON CAPITAL SERVICES, INC.	7/24/2023	SUPPLIES	(131.37)
0800 TOTAL				ASB	(131.37)
1200	14040705	CORODATA SHREDDING, INC.	7/13/2023	SHREDDING SERVICES	40.87
1200	14040710	DION & SONS, INC.	7/13/2023	FUEL	128.03
1200	14040711	EDCO DISPOSAL CORPORATION	7/13/2023	WASTE/RECYCLING	107.66
1200	14040714	JENNIFER SAILLER	7/13/2023	ESS REFUND GS & LS	617.00
1200	14040716	LAKESIDE WATER DISTRICT	7/13/2023	MONTHLY WATER	93.96
1200	14040727	LASERCYCLE USA, INC.	7/13/2023	COPY CHARGES	348.07
1200	14041799	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	7/17/2023	COPIES	98.51
1200	14042715	California Dept of Tax and Fee	7/20/2023	Q2 2023 SALES AND USE TAX	3.31
1200	14043860	AMAZON CAPITAL SERVICES, INC.	7/24/2023	SUPPLIES	99.32
1200	14043870	SPARKLETTS	7/24/2023	BOTTLED WATER	81.74
1200	14044888	MISSION FEDERAL CREDIT UNION	7/27/2023	PCARDS	481.96
1200	14044890	SAN DIEGO GAS & ELECTRIC	7/27/2023	GAS AND ELECTRIC	797.74
1200 TOTAL				CHILD DEVELOPMENT	2,898.17
1300	14040707	DOUGLAS FOOD STORES, INC dba DOUGLAS EQU	7/13/2023	CN EQUIPMENT	590.53
1300	14040710	DION & SONS, INC.	7/13/2023	FUEL	239.38
1300	14040727	LASERCYCLE USA, INC.	7/13/2023	COPY CHARGES	150.64
1300	14040729	VERIZON WIRELESS	7/13/2023	CELL SERVICE	50.80
1300	14041783	AMAZON CAPITAL SERVICES, INC.	7/17/2023	SUPPLIES	498.96
1300	14041796	HOLLANDIA DAIRY	7/17/2023	MILK	11,497.39
1300	14042710	AMAZON CAPITAL SERVICES, INC.	7/20/2023	SUPPLIES	1,592.80
1300	14042715	California Dept of Tax and Fee	7/20/2023	Q2 2023 SALES AND USE TAX	82.41
1300	14043870	SPARKLETTS	7/24/2023	BOTTLED WATER	18.06
1300	14044859	AT&T	7/27/2023	INTERNET	17.98
1300	14044864	CHEMSEARCH	7/27/2023	CN Services	521.11

BOARD WARRANT REPORT 7/1/2023 - 7/31/2023

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount Charged to Fund
1300	14044865	CINTAS CORPORATION	7/27/2023	UNIFORMS	147.48
1300	14044876	ELYSE MONTANO	7/27/2023	LUNCH ACCOUNT REFUND HM	42.50
1300	14044888	MISSION FEDERAL CREDIT UNION	7/27/2023	PCARDS	75.00
1300	14046170	CULLIGAN	7/31/2023	CN Rental/Repair	55.75
1300	14046175	FEDEX FREIGHT	7/31/2023	CN FREIGHT	174.00
1300	14046179	GROSSMONT UNION HIGH SCHOOL DISTRICT	7/31/2023	JUNE 2023 VENDED MEALS	21,912.50
1300	14046200	TEMPERATURE DESIGN REFRIGERATION	7/31/2023	REPAIRS	408.00
1300	14046203	WAXIE SANITARY SUPPLY	7/31/2023	SUPPLIES	973.11
1300 TOTAL				CHILD NUTRITION	39,048.40
2139	14040704	CLIMATEC, INC.	7/13/2023	SOLAR PROJECT	638,336.25
2139	14044861	BLUE COAST CONSULTING	7/27/2023	2022-23 ACCRUAL Line	5,720.00
2139	14044866	COLBI TECHNOLOGIES, INC.	7/27/2023	BOND SOFTWARE 7/1/23-6/30/24	5,250.00
2139	14044894	TELACU CONSTRUCTION MANAGEMENT, INC	7/27/2023	MODERNIZATION	29,280.00
2139	14046188	NINYO & MOORE	7/31/2023	SOLAR	11,560.50
2139 TOTAL				BOND	690,146.75
4000	14040704	CLIMATEC, INC.	7/13/2023	SOLAR PROJECT	218,130.00
4000	14046163	ALPHA STUDIO DESIGN GROUP	7/31/2023	Tech Project ACCRUAL Line	2,000.00
4000 TOTAL				SPECIAL RESERVE FUND/PROJECTS	220,130.00
6200	14041809	SPECIALIZED THERAPY SERVICES	7/17/2023	SPED SERVICES	15,910.88
6200	14042713	Barona Band of Mission Indians	7/20/2023	FUEL	199.31
6200	14042715	California Dept of Tax and Fee	7/20/2023	Q2 2023 SALES AND USE TAX	1.47
6200	14042721	U.S. BANK CORPORATE PYMT SYS	7/20/2023	CREDIT CARD BICS	3,184.25
6200	14044860	BARONA BAND OF MISSION INDIANS	7/27/2023	FACILITY RENTAL	16,625.00
6200 TOTAL				BARONA CHARTER	35,920.91
6201	14040703	CALIFORNIA COAST CREDIT UNION	7/13/2023	CREDIT CARD	6,563.37
6201	14040716	LAKESIDE WATER DISTRICT	7/13/2023	MONTHLY WATER	118.32
6201	14041795	GOSECURE, INC.	7/17/2023	2022/2023 RENEWAL	6,124.99
6201	14041808	SOUTHWEST SCHOOL & OFFICE SUPPLY	7/17/2023	SCHOOL SUPPLIES	113.46
6201	14043870	SPARKLETTS	7/24/2023	BOTTLED WATER	41.37
6201	14044859	AT&T	7/27/2023	INTERNET	92.44
6201	14044881	HOME DEPOT CREDIT SERVICES	7/27/2023	SUPPLIES	411.05
6201	14044890	SAN DIEGO GAS & ELECTRIC	7/27/2023	GAS AND ELECTRIC	3,508.61
6201 TOTAL				RIVER VALLEY CHARTER	16,973.61
GRAND TOTAL					\$ 2,060,978.31

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: August 10, 2023

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):

\$10,049.71

Funding Source:

GENERAL FUND, DONATION ACCOUNTS, ETC.

Addresses Emphasis Goal(s):

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

Recommended Action:

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

Originating Department/School: Business Services

Submitted/Recommended By:



Lisa Davis, Assistant Superintendent

Approved for Submission to the Governing Board:



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member _____

LAKESIDE UNION SCHOOL DISTRICT
RCF-PR 2324-0001 & 0002

#	Date	Clk#	Name	Memo/Description	Check Amount
RCF-PR 2324-0001	07/06/2023	40279	Marcellia Bonander	ACH for June Payroll was returned	1,112.58
RCF-PR 2324-0001	07/06/2023	40280	Savannah Lamb	ACH for June Payroll was returned	535.98
-	07/06/2023	40281	Sharon Sullinger	Voided - American Fidelity FSA Reimbursement \$720	0.00
RCF-PR 2324-0001	07/10/2023	40282	Holly Breedlove	CSESAP 2022-23 Payout	7,564.24
RCF-PR 2324-0002	07/17/2023	40283	Mirna Bernal	December 2022 payroll overage	50.75
-	07/24/2023	40284	Elyse Montano	VOID - CN Refund - H. Montano - LMS \$42.50	0.00
RCF-PR 2324-0002	07/31/2023	40285	Norma Canelo	June EWA not processed	786.16
					10,049.71

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: August 10, 2023

Agenda Item:

Ratification of Purchase Orders and Change Orders Listing (July 1, 2023, to July 31, 2023)

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 July 1, 2023 through July 31, 2023 attached.

Fiscal Impact (Cost):

\$3,921,367.33

Funding Source:

General Fund Total: \$2,398,214.69, Student Body ASB Total: \$39,867.50, Child Development Total: \$3,232.50, Child Nutrition Total: \$1,331,277, Bond Fund Total: \$5,250, Capital Project Fund: \$10,964.64, Special Reserve Fund for Capital Projects: \$132,561

Addresses Emphasis Goal(s):

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

Recommended Action:

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

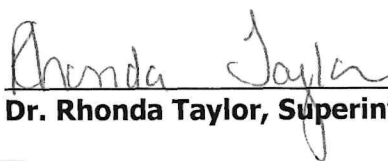
Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Lisa Davis, Assistant Superintendent



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member _____

JULY 2023 PURCHASE ORDERS

PO No.	Supplier	PO Ref	Fund	Site/Dept	Total
000009193	SEESAW LEARNING, INC.	SEESAW	0100	Education Services	56,074.80
000009194	ENOME, INC.	Goalbook	0100	Special Education	5,000.00
000009196	INFINITE CAMPUS, INC.	Infinite Campus	0100	Education Services	76,143.55
000009201	FUEL EDUCATION, LLC	DA FUEL/STRIDE I.S. Curriculum	0100	Flex School	17,250.00
000009202	DEFINED	DA - DEFINED	0100	Flex School	3,000.00
000009203	SAVVAS LEARNING COMPANY LLC	SAVVAS SUCCESS MAKER	0100	Flex School	1,360.00
000009205	MILE3 WEB DEVELOPMENT, INC	EdPress Website 2023-24	0100	Technology	17,280.00
000009206	FRONTLINE TECHNOLOGIES GROUP LLC	Digital Schools 2023-24	0100	Business Services	59,217.15
000009207	CASBO	CASBO 2023-24	0100	Business Services	3,500.00
000009208	SAN DIEGO COUNTY OFFICE OF ED	5D Framework	0100	Education Services	7,500.00
000009209	SMARTEST EDU, INC	Formative	0100	Education Services	3,220.00
000009210	COMPANION CORPORATION	COMPanion	0100	Education Services	9,852.00
000009213	SAVVAS LEARNING COMPANY LLC	DA - Envision math K-5 & 6-8	0100	Flex School	3,106.50
000009215	LEXIA LEARNING SYSTEMS LLC	LETRS Quote #554964/554969	0100	Education Services	110,206.81
000009216	MATH TRANSFORMATIONS	Spring Launch Cycle - Staff Me	0100	Education Services	491,700.00
000009218	SAN DIEGO COUNTY SCHOOL BOARDS	DUES	0100	Superintendent	320.28
000009220	DEBRA DUPREE	2023-24 MTG & TRAININGS	0100	Human Resources	5,000.00
000009221	APPLE INC.	iPad Lease Schedule No.5	0100	Technology	111,859.52
000009222	APPLE INC.	Apple Lease Schedule No.6	0100	Technology	102,416.39
000009224	INFINISOURCE INC.	iSolved 2023-24	0100	Business Services	2,727.00
000009225	COOLE SCHOOL	Coole School Planners	0100	Lindo Park	2,025.95
000009226	DAVIS CONSULTING CORPORATION	Optimizon July-Dec. 2023	0100	Business Services	6,510.00
000009227	DOCUSIGN, INC.	DocuSign 2023-24	0100	Business Services	4,657.50
000009228	AMAZON CAPITAL SERVICES, INC.	BS Supplies 2023-24	0100	Business Services	2,693.75
000009230	AMAZON CAPITAL SERVICES, INC.	DA Supplies 2023-24	0100	Flex School	2,155.00
000009231	AMAZON CAPITAL SERVICES, INC.	ESS/ASES Supplies 2023-24	0100	ESS/ASES/PreSchool	103,932.58
000009232	AMAZON CAPITAL SERVICES, INC.	HR Supplies 2023-24	0100	Human Resources	1,293.00
000009234	AMAZON CAPITAL SERVICES, INC.	SPED Supplies 2023-24	0100	Special Education	7,219.25
000009235	AMAZON CAPITAL SERVICES, INC.	LF Supplies 2023-24	0100	Lakeside Farms	11,529.25
000009236	AMAZON CAPITAL SERVICES, INC.	LMS Supplies 2023-24	0100	Lakeside Middle School	25,429.00
000009237	FRONTLINE TECHNOLOGIES GROUP LLC	FRONTLINE ASSET IMPLEMENTATION	0100	Technology	15,748.72
000009240	DATEL SYSTEMS INCORPORATED	BARRACUDA EMAIL PROTECTION 1 Y	0100	Technology	10,748.06
000009241	DATEL SYSTEMS INCORPORATED	CISCO SMARTNET FOR 252079587	0100	Technology	6,769.00
000009242	AMAZON CAPITAL SERVICES, INC.	NAME STAMP FOR STU#7597038082	0100	Special Education	15.56
000009244	AMAZON CAPITAL SERVICES, INC.	ABLENET POWERLINK 4 - ASSISTIV	0100	Special Education	355.40
000009245	FRONTLINE TECHNOLOGIES GROUP LLC	Frontline 23-24 membership	0100	Human Resources	13,983.76
000009246	AMAZON CAPITAL SERVICES, INC.	Amazon - ESY Supplies	0100	Special Education	66.72
000009247	AMAZON CAPITAL SERVICES, INC.	LV Supplies 2023-24	0100	Lakeview	10,775.00
000009248	AMAZON CAPITAL SERVICES, INC.	LC Supplies 2023-24	0100	Lemon Crest	15,085.00
000009249	AMAZON CAPITAL SERVICES, INC.	LP Supplies 2023-24	0100	Lindo Park	7,892.69
000009250	AMAZON CAPITAL SERVICES, INC.	M&O Supplies 2023-24	0100	Maintenance & Operations	2,693.75
000009251	AMAZON CAPITAL SERVICES, INC.	Psyc Supplies 2023-24	0100	Psychology Services	1,616.25
000009252	AMAZON CAPITAL SERVICES, INC.	RV Supplies 2023-24	0100	Riverview	17,213.06
000009253	AMAZON CAPITAL SERVICES, INC.	SS Supplies 2023-24	0100	Pupil Services	1,616.25
000009255	AMAZON CAPITAL SERVICES, INC.	Tech Supplies 2023-24	0100	Technology	2,693.75
000009256	DATEL SYSTEMS INCORPORATED	CISCO SMARTNET ANYCONNECT (VPN	0100	Technology	363.60
000009257	AMAZON CAPITAL SERVICES, INC.	TDS Supplies 2023-24	0100	Tierra Del Sol	16,162.50
000009258	AMAZON CAPITAL SERVICES, INC.	WG Supplies 2023-24	0100	Winter Gardens	2,370.50
000009259	AMAZON CAPITAL SERVICES, INC.	HS Supplies 2023-24	0100	Health Services	4,310.00
000009260	ENABLING DEVICES	"SENSO DOT SWITCHES - ONE SKU"	0100	Special Education	385.42
000009261	AMAZON CAPITAL SERVICES, INC.	SUPT Supplies 2023-24	0100	Superintendent	1,077.50
000009262	CODESP	CODESP 23-24 membership	0100	Human Resources	2,500.00
000009263	AMAZON CAPITAL SERVICES, INC.	TRANS Supplies 2023-24	0100	Transportation	1,077.50
000009264	OFFICE DEPOT, INC.	SPED Supplies 2023-24	0100	Special Education	3,232.50
000009265	OFFICE DEPOT, INC.	BS Supplies 2023-24	0100	Business Services	1,616.25
000009266	OFFICE DEPOT, INC.	M&O Supplies 2023-24	0100	Maintenance & Operations	1,616.25
000009269	JEWELL ENTERPRISES SO LLC	2023-24 Federal Survey Cards	0100	Business Services	1,909.10
000009270	AMAZON CAPITAL SERVICES, INC.	Amazon LEAPP Furniture	0100	Special Education	995.28
000009271	AMAZON CAPITAL SERVICES, INC.	Amazon SPED Desk	0100	Special Education	152.95
000009272	LAKESHORE LEARNING MATERIALS	Lakeshore - LEAPP	0100	Special Education	4,207.32
000009273	SCHOOL SPECIALTY, INC	WG TK Furniture Order	0100	Winter Gardens	15,366.18
000009274	SCHOOL SPECIALTY, INC	LV TK Furniture Order	0100	Lakeview	5,482.85
000009275	AMAZON CAPITAL SERVICES, INC.	WG TK Furniture Order	0100	Winter Gardens	884.37
000009276	AMAZON CAPITAL SERVICES, INC.	LV TK Furniture	0100	Lakeview	449.38
000009277	AMAZON CAPITAL SERVICES, INC.	LP TK Furniture	0100	Lindo Park	442.18
000009278	SCHOOL SPECIALTY, INC	LP TK Furniture	0100	Lindo Park	4,299.17
000009279	OFFICE DEPOT, INC.	SUPT Supplies 2023-24	0100	Superintendent	1,077.50
000009280	OFFICE DEPOT, INC.	Psyc Supplies 2023-24	0100	Psychology Services	538.75
000009281	OFFICE DEPOT, INC.	Tech Supplies 2023-24	0100	Technology	538.75
000009282	OFFICE DEPOT, INC.	LV Supplies 2023-24	0100	Lakeview	2,693.75
000009283	OFFICE DEPOT, INC.	WG Supplies 2023-24	0100	Winter Gardens	2,719.61
000009284	OFFICE DEPOT, INC.	LMS Supplies 2023-24	0100	Lakeside Middle School	5,805.57
000009285	AMAZON CAPITAL SERVICES, INC.	LC TK Furniture	0100	Lemon Crest	127.13
000009286	LAKESHORE LEARNING MATERIALS	WG TK Furniture	0100	Winter Gardens	1,101.07
000009287	LAKESHORE LEARNING MATERIALS	LV TK Furniture	0100	Lakeview	403.85
000009288	LAKESHORE LEARNING MATERIALS	LP TK Furniture	0100	Lindo Park	403.85
000009289	LAKESHORE LEARNING MATERIALS	LF TK Furniture	0100	Lakeside Farms	1,211.54
000009290	SCHOOL SPECIALTY, INC	DREAM School Specialty	0100	Flex School	19,449.25
000009291	Zoho Corporation	MANAGE ENGINE AD SELF SERVICE	0100	Technology	1,195.00
000009292	ONE-ROOM SCHOOLHOUSE TUTORING	6/15/23 Settlement-Tutoring	0100	Special Education	3,000.00
000009293	THE EAST COUNTY CALIFORNIAN	132422 NOTICE TO BIDDERS-TRANS	0100	Business Services	210.00
000009294	TRUE CABLE HOLDINGS, LLC	CAT6 RISER 23 AWG 4/PR BLUE 10	0100	Technology	4,114.96
000009295	DAVE BANG ASSOCIATES INC OF CA	LAKEVIEW SLIDE REPLACEMENT & P	0100	Maintenance & Operations	5,213.95
000009296	AZUMA TECH SYSTEMS INC	DISTRICT WIDE FIRE ALARM TESTI	0100	Maintenance & Operations	9,500.00
000009297	LUNCHASSIST, INC	LUNCH ASSIST PRO	0100	Child Nutrition	2,500.00
000009298	DAVE BANG ASSOCIATES INC OF CA	LV REPLACEMENT GLIDE SLIDE BED	0100	Maintenance & Operations	1,473.43
000009300	LAKESIDE CHAMBER OF COMMERCE	CHAMBER RENEWAL	0100	Superintendent	150.00
000009301	CSNA	CSNA CONFERENCE REGISTRATION F	0100	Child Nutrition	315.00

0000009302	CELEBRATE LIFE	PLAQUES	0100 Superintendent	48.49
0000009303	CSNA	CSNA CONFERENCE FOR KAREN GINN	0100 Child Nutrition	290.00
0000009304	DATEL SYSTEMS INCORPORATED	T91D61 WALL MOUNT 1.5 INCH NPS	0100 Technology	178.86
0000009305	DATEL SYSTEMS INCORPORATED	CAT6 BLUE PVC ICC PER FOOT	0100 Technology	358.72
0000009306	AMERICAN FIDELITY ADMIN. SERVICES, LLC	ACA Reporting Services 2023-24	0100 Business Services	16,000.00
0000009308	dba KEN GRODY FORD	2 Ford Escape-Tech	0100 Technology	67,606.10
0000009309	SCHOOL SERVICES OF CA, INC	FISCAL BUDGET SERVICES 2023-24	0100 Business Services	4,500.00
0000009310	ACSA Foundation for Educational Administ	2023-24 ACSA MEMBERSHIP, LISA	0100 Business Services	1,657.44
0000009311	dba TRAFERA,LLC	ASUS CHROMEBOOK FLIP CRI RUGGE	0100 Technology	101,485.73
0000009328	LOEWY ENTERPRISES/SUNRISE PRODUCE CO	CN Supplies 2023-24	0100 Child Nutrition	183,175.00
0000009339	ABABA BOLT	TRANS Supplies 2023-24	0100 Transportation	53.88
0000009340	ANITA VILLLIANI BARNES, DBA	TRANS Service 2023-24	0100 Transportation	1,500.00
0000009341	A-Z BUS SALES INC	TRANS Supplies 2023-24	0100 Transportation	3,232.50
0000009342	LAKESHORE LEARNING MATERIALS	LC TK Amplify Materials	0100 Lemon Crest	1,790.81
0000009343	LAKESHORE LEARNING MATERIALS	LP TK Amplify Materials	0100 Lindo Park	1,790.81
0000009344	LAKESHORE LEARNING MATERIALS	LV TK Amplify Materials	0100 Lakeview	3,581.67
0000009345	LAKESHORE LEARNING MATERIALS	LF TK Amplify Materials	0100 Lakeside Farms	5,372.48
0000009346	LAKESHORE LEARNING MATERIALS	WG TK Amplify Materials	0100 Winter Gardens	5,372.48
0000009347	BORDER RECAPPING, LLC	TRANS Service/Repair 2023-24	0100 Transportation	6,232.50
0000009348	BROADWAY AUTO ELECTRIC	TRANS Supplies 2023-24	0100 Transportation	538.76
0000009349	CAL PACIFIC TRUCK CENTER, LLC	TRANS Service/Repair 2023-24	0100 Transportation	21,085.00
0000009350	CERTIFIED TRANSP SERVICES INC.	TRANS Supplies 2023-24	0100 Transportation	1,616.26
0000009351	CINTAS CORPORATION	TRANS Services 2023-24	0100 Transportation	3,000.00
0000009352	EAST COUNTY ALIGNMENT	TRANS Service/Repair 2023-24	0100 Transportation	1,616.26
0000009353	EAST PENN MFG CO	TRANS Supplies 2023-24	0100 Transportation	2,693.76
0000009354	EL CAJON FORD	TRANS Supplies 2023-24	0100 Transportation	3,232.50
0000009355	HOME DEPOT CREDIT SERVICES	TRANS Supplies 2023-24	0100 Transportation	215.50
0000009356	INDUSTRIAL RUBBER SUPPLY, INC.	TRANS Supplies 2023-24	0100 Transportation	1,077.50
0000009357	KIRK'S RADIATOR	TRANS Service 2023-24	0100 Transportation	2,155.00
0000009358	NATIONAL PETROLEUM INC	TRANS Supplies 2023-24	0100 Transportation	4,310.00
0000009359	O'REILLY AUTO PARTS	TRANS Supplies 2023-24	0100 Transportation	16,162.50
0000009360	PAYTON'S TRUE VALUE HARDWARE	TRANS Supplies 2023-24	0100 Transportation	646.50
0000009362	OFFICE DEPOT, INC.	TRANS Supplies 2023-24	0100 Transportation	1,077.50
0000009363	PECK'S HEAVY FRICTION INC	TRANS Supplies 2023-24	0100 Transportation	6,465.00
0000009364	RICK'S MOBILE GLASS	TRANS Service/Repair 2023-24	0100 Transportation	2,155.00
0000009365	ROADONE	TRANS Service/Repair 2023-24	0100 Transportation	1,616.26
0000009366	ROBOTICS TECHNOLOGIES, INC	TRANS Supplies 2023-24	0100 Transportation	1,077.50
0000009367	SCHOOL BUS PARTS CO.	TRANS Supplies 2023-24	0100 Transportation	538.76
0000009368	UNITED TRANSMISSION EXCHANGE	TRANS Supplies 2023-24	0100 Transportation	4,310.00
0000009369	WEBB'S RV SUPPLY	TRANS Supplies 2023-24	0100 Transportation	53.88
0000009371	WINTER GARDENS SMOG & TUNE	TRANS Service/Repair 2023-24	0100 Transportation	215.50
0000009372	ZINGPRINT	TRANS Service 2023-24	0100 Transportation	519.38
0000009373	BEST BEST & KRIEGER	DO Legal Services 2023-24	0100 Business Services	1,000.00
0000009374	DANNIS WOLIVER KELLEY	DO Legal Services 2023-24	0100 Business Services	5,000.00
0000009375	DAVIS CONSULTING CORPORATION	Copier/Printer Management Serv	0100 Business Services	13,100.00
0000009376	LEADER SERVICES	Medi-Cal Reporting Services	0100 Business Services	12,000.00
0000009378	SCHOOL FACILITY CONSULTANTS	Modernization Consultant 23/24	0100 Business Services	25,000.00
0000009379	WILKINSON HADLEY KING & CO LLP	Audit Consultant 2023-24	0100 Business Services	20,000.00
0000009380	PITNEY BOWES INC.	DO Folding Machine Serv 23/24	0100 Superintendent	1,000.00
0000009381	QUADIENT LEASING USA, INC.	DO Mail Machine 2023-24	0100 Superintendent	4,848.75
0000009382	QUADIENT LEASING USA, INC.	DO Mail Machine 2023-24	0100 Superintendent	538.75
0000009383	JEWELL ENTERPRISES SO LLC	SUPT Printing Services 2023-24	0100 Superintendent	500.00
0000009384	DEPARTMENT OF JUSTICE	HR Fingerpringting 2023-24	0100 Human Resources	7,200.00
0000009385	EDD	SEL Charges 2023-24	0100 Human Resources	10,000.00
0000009386	DATEL SYSTEMS INCORPORATED	Tech Supplies 2023-24	0100 Technology	2,155.00
0000009387	EYE PHONE CITY	TECH Service/Repair 2023-24	0100 Technology	15,000.00
0000009388	PAYTON'S TRUE VALUE HARDWARE	Tech Supplies 2023-24	0100 Technology	161.63
0000009389	T-MOBILE	District HotSpots 2023-24	0100 Technology	25,000.00
0000009390	APPLE INC	SPED Apps 2023-24	0100 Special Education	5,000.00
0000009392	LEADER SERVICES	Medi-Cal Reporting Services	0100 Special Education	30,000.00
0000009396	SEDANO FORD OF LM, INC.	PURCHASE 2018 FORD TRANSIT PAS	0100 Transportation	66,898.99
0000009402	WINSOR LEARNING, INC	SONDAY SYSTEM	0100 Special Education	3,500.00
0000009404	ABABA BOLT	M&O Parts/Supplies 2023-24	0100 Maintenance & Operations	107.75
0000009405	AGRICULTURAL PEST CONTROL	M&O Services 2023-24	0100 Maintenance & Operations	14,500.00
0000009425	BORDER RECAPPING, LLC	M&O Services 2023-24	0100 Maintenance & Operations	2,596.88
0000009438	DION & SONS, INC.	DW Fuel 2023-24	0100 Maintenance & Operations	45,000.00
0000009438	DION & SONS, INC.	DW Fuel 2023-24	0100 Technology	4,500.00
0000009438	DION & SONS, INC.	DW Fuel 2023-24	0100 Transportation	59,697.50
0000009470	BLANCHE MAINE	Settlement Parent Reim	0100 Special Education	28,839.00
0000009494	ACSA Foundation for Educational Administ	9/15 ACSA Academy	0100 Lindo Park	1,295.00
0000009495	SMART & FINAL	ESS/ASES Supplies 2023/24	0100 ESS/ASES/PreSchool	19,073.64
				\$ 2,398,214.69
0000009236	AMAZON CAPITAL SERVICES, INC.	LMS Supplies 2023-24	0800 Lakeside Middle School	7,542.50
0000009257	AMAZON CAPITAL SERVICES, INC.	TDS Supplies 2023-24	0800 Tierra Del Sol	32,325.00
				39,867.50
0000009233	AMAZON CAPITAL SERVICES, INC.	LEAPP/PreK Supplies 2023-24	1200 ESS/ASES/PreSchool	3,232.50
				\$ 3,232.50
0000009229	AMAZON CAPITAL SERVICES, INC.	CN Supplies 2023-24	1300 Child Nutrition	17,240.00
0000009312	AMERICAN PRODUCE DISTRIBUTORS	CN Supplies 2023-24	1300 Child Nutrition	45,000.00
0000009313	BEDCO	CN Rental/Repair 2023-24	1300 Child Nutrition	5,387.50
0000009314	CALIF DEPT OF EDUCATION	CN Supplies 2023-24	1300 Child Nutrition	20,000.00
0000009315	CHEMSEARCH	CN Services 2023-24	1300 Child Nutrition	2,155.00
0000009316	CINTAS CORPORATION	CN Supplies 2023-24	1300 Child Nutrition	2,200.00
0000009317	COUNTY OF SAN DIEGO, DEH	CN Services 2023-24	1300 Child Nutrition	6,000.00
0000009318	COZZINI BROS, INC	CN Rental/Repair 2023-24	1300 Child Nutrition	1,000.00
0000009319	CULLIGAN	CN Rental/Repair 2023-24	1300 Child Nutrition	1,000.00
0000009320	DOMINO'S PIZZA	CN Supplies 2023-24	1300 Child Nutrition	120,000.00
0000009321	ECOLAB FOOD SAFETY SPECIALTIES	CN Supplies 2023-24	1300 Child Nutrition	1,077.50

0000009322	ES FOODS INC	CN Supplies 2023-24	1300	Child Nutrition	5,000.00
0000009323	GARCIA'S PUEBLA MERCADO	CN Supplies 2023-24	1300	Child Nutrition	5,000.00
0000009324	GOLD STAR FOODS INC	CN Supplies 2023-24	1300	Child Nutrition	645,000.00
0000009325	HEARTLAND SCHOOL SOLUTIONS	CN Services 2023-24	1300	Child Nutrition	16,162.50
0000009326	HOLLANDIA DAIRY	CN Supplies 2023-24	1300	Child Nutrition	250,000.00
0000009327	K GRAPHICS POSTERS	CN Services 2023-24	1300	Child Nutrition	5,926.25
0000009329	P&R PAPER SUPPLY COMPANY, INC	CN Supplies 2023-24	1300	Child Nutrition	53,100.00
0000009330	PAYTON'S TRUE VALUE HARDWARE	CN Supplies 2023-24	1300	Child Nutrition	538.75
0000009331	PERRIN BERNARD SUPOWITZ, LLC	CN Supplies 2023-24	1300	Child Nutrition	20,775.00
0000009332	SMART & FINAL	CN Supplies 2023-24	1300	Child Nutrition	2,100.75
0000009333	SYSCO FOODS SERVICES	CN Supplies 2023-24	1300	Child Nutrition	50,000.00
0000009334	TEMPERATURE DESIGN REFRIGERATION	CN Rental/Repair 2023-24	1300	Child Nutrition	5,387.50
0000009335	TRIDENT	CN Supplies 2023-24	1300	Child Nutrition	10,000.00
0000009336	JASON E. BACHAR dba VOLKER'S	CN Rental/Repair 2023-24	1300	Child Nutrition	5,387.50
0000009337	WAXIE SANITARY SUPPLY	CN Supplies 2023-24	1300	Child Nutrition	5,387.50
0000009338	WEBB'S RV SUPPLY	CN Supplies 2023-24	1300	Child Nutrition	538.75
0000009403	GROSSMONT UNION HIGH SCHOOL DISTRICT	SUMMER MEALS 2022-23 (CN)	1300	Child Nutrition	21,912.50
0000009438	DION & SONS, INC	DW Fuel 2023-24	1300	Child Nutrition	8,000.00
					1,331,277.00
0000008201	COLBI TECHNOLOGIES, INC	Colbi 2022-23	2139	Business Services	5,250.00
					<u>\$ 5,250.00</u>
0000009377	PACIFIC MOBILE STRUCTURES, INC.	DO Trailer Rental 2023-24	2519	Business Services	10,964.64
					<u>\$ 10,964.64</u>
0000009299	ASPHALT & CONCRETE ENTERPRISES, INC.	ASPHALT NEW/REPAIR TDS/LF/M&O	4000	Maintenance & Operations	71,131.00
0000009307	DENNIS COOK ROOFING INC	INSTALL DIBITEN TWO PLY CRG EN	4000	Maintenance & Operations	51,830.00
0000009394	JOHNSON FLOORING, INC	LABOR & MATERIAL TO CLEAN & AP	4000	Maintenance & Operations	9,600.00
					\$ 132,561.00

TOTAL PURCHASE ORDERS \$ 3,921,367.33

TOTAL (01) GENERAL FUND PO's	2,398,214.69
TOTAL (08) ASB FUND PO's	39,867.50
TOTAL (12) CHILD DEVELOPMENT FUND PO's	3,232.50
TOTAL (13) CHILD NUTRITION FUND PO's	1,331,277.00
TOTAL (21) BOND FUND PO's	5,250.00
TOTAL (25) CAPITAL PROJECT FUND	10,964.64
TOTAL (40) SPECIAL RESERVE FOR CAPITAL PROJECTS FUND	132,561.00

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: August 10, 2023

Agenda Item:

Ratification of P Card expenditure transactions for the month of June 2023.

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 June 2023.

Fiscal Impact (Cost):

\$11,320.24

Funding Source:

General Fund Total: \$10,763.28, Child Development Fund Total: \$481.96, Child Nutrition: \$75.00

Addresses Emphasis Goal(s):

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

Recommended Action:

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

Originating Department/School: Business Services

Submitted/Recommended By:



Lisa Davis, Assistant Superintendent

Approved for Submission to the Governing Board:



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member _____

ACC.ACCOUNT NAME	FIN.POSTING DATE	FIN.TRANSACTION AMOUNT	MCH.MERCHANT NAME	FUND	RESOURCE	GOAL	FUNC	OBJECT	SITE	UNIT	FIN.EXPENSE DESCRIPTION
BEISIGL,BRIAN	06/25/2023	379.81	SOLARWINDS	0100	0000000	0000	7700	5800000	189	730	ROLL OVER WORK ORDER SYSTEM
BEISIGL,BRIAN	06/04/2023	233.76	AMAZON WEB SERVICES	0100	0000000	0000	7700	5800000	189	730	MONTHLY CLOUD HOSTING
CLARK,DANIELLE	06/27/2023	16.15	SMART AND FINAL 929	0100	2600000	1110	1000	4300000	179	640	ESY SUPPLIES
DAVIS,LISA	06/22/2023	81.85	NEW YORK GIANT PIZZA	0100	0000000	0000	7200	4300000	189	670	WAREHOUSE CLEANING LUNCH-DISTRICT OFFICE
DAVIS,LISA	06/18/2023	121.84	LAKESIDE CAFE AND BAKE	0100	0000000	0000	7200	4300000	189	670	CSEA-DISTRICT LUNCH
DAVIS,LISA	06/11/2023	56.34	LYFT *RIDE FRI 5AM	0100	0000000	0000	7200	5200010	189	670	AIRPORT TRANSPORT L.DAVIS DELOITTE CONFERENCE
DEROSIER,LISA A	06/30/2023	53.58	ALBERTSONS #0738	0100	0000000	0000	7200	4300000	189	610	REFRESHMENTS FOR MANAGEMENT RETREAT
DEROSIER,LISA A	06/29/2023	750.00	CALIFORNIA SCHOOL BOAR	0100	0000000	0000	7100	5200010	189	610	MASTERS IN GOVERNANCE CLASS FOR LARA HOFFER MOIR
FERNANDEZ,PATRICIA E	06/14/2023	1,395.00	ASS CAL SCH ADMIN	0100	0000005	0000	2100	5300000	189	620	ACSA PROFESSIONAL DEVELOPMENT ACADEMY
HARDIMAN,LESLIE	06/27/2023	634.84	REUBEN H FLEET BOX OFF	0100	9010623	1110	1000	4300000	047	270	REUBEN H FLEET BOX OFF
HARDIMAN,LESLIE	06/06/2023	9.00	J.W. PEPPER	0100	9010623	1110	1000	4300000	047	270	MUSIC
MULL,STEVE	06/14/2023	634.07	LA QUINTA INN AND SUITES	0100	9010225	1110	1000	5200010	350	250	FFA LEADERSHIP CONFERENCE
MULL,STEVE	06/13/2023	108.00	KAHOOT! ASA	0100	1100000	1110	1000	5800092	350	250	KAHOOT SUBSCRIPTION
MULL,STEVE	06/11/2023	125.93	LITTLE CAESARS 1872-00	0100	9010601	1110	1000	4300000	350	250	GUITAR CONCERT
MULL,STEVE	06/04/2023	442.34	SMART AND FINAL 929	0100	9010601	1110	1000	4300000	350	250	EIGHTH GRADE BEACH DAY SUPPLIES
MULL,STEVE	06/01/2023	406.15	AMZN MKTP US*UT5F21Y3	0100	9010601	1110	1000	4300000	350	250	PROMOTION SUPPLIES
MULL,STEVE	06/01/2023	72.01	AMZN MKTP US*XO2GX1Y83	0100	9010601	1110	1000	4300000	350	250	PROMOTION SUPPLIES
MULL,STEVE	06/01/2023	44.99	AMZN MKTP US*A03L44IW3	0100	9010601	1110	1000	4300000	350	250	PROMOTION SUPPLIES
MULL,STEVE	06/01/2023	28.20	AMZN MKTP US*VY7O07TK3	0100	9010601	1110	1000	4300000	350	250	PROMOTION SUPPLIES
MULL,STEVE	06/01/2023	89.42	AMZN MKTP US*IW4EI7WS3	0100	9010601	1110	1000	4300000	350	250	PROMOTION SUPPLIES
MURPHY,JERRED C	06/29/2023	13.60	WAL-MART #1917	0100	2600000	8500	5000	4300000	781	205	BOTTLED WATER
MURPHY,JERRED C	06/29/2023	6.00	TEACHERSPAYTEACHERS.CO	0100	2600000	8500	5000	4300000	781	205	LESSON FOR SUMMER CAMP PROGRAM
MURPHY,JERRED C	06/16/2023	40.49	TEACHERSPAYTEACHERS.CO	0100	2600000	8500	5000	5800000	781	205	USAGE FEE FOR LESSON PLAN PROGRAM
ORAHOOD,SAMANTHA	06/30/2023	64.99	SOUTHWEST AIRLINES	0100	7029000	0000	3700	5200010	189	770	K. SUMMERS SNA ANNUAL CONFERENCE FLIGHT CHANGE
ORAHOOD,SAMANTHA	06/30/2023	64.99	SOUTHWEST AIRLINES	0100	7029000	0000	3700	5200010	189	770	J. CHANDLER SNA ANNUAL CONFERENCE FLIGHT CHANGE
ORAHOOD,SAMANTHA	06/30/2023	775.00	CALSA	0100	0000005	1110	1000	5200010	189	620	P. FERNANDEZ CA ASSOCIATES OF LATINO SUPERINTENDENTS & ADMIN
ORAHOOD,SAMANTHA	06/30/2023	64.99	SOUTHWEST AIRLINES	0100	7029000	0000	3700	5200010	189	770	R. ASTOLFI SNA ANNUAL CONFERENCE FLIGHT CHANGE
ORAHOOD,SAMANTHA	06/30/2023	64.99	SOUTHWEST AIRLINES	0100	7029000	0000	3700	5200010	189	770	G. GONZALEZ SNA ANNUAL CONFERENCE FLIGHT CHANGE
ORAHOOD,SAMANTHA	06/30/2023	64.99	SOUTHWEST AIRLINES	0100	7029000	0000	3700	5200010	189	770	N. GENET SNA ANNUAL CONFERENCE FLIGHT CHANGE FLIGHT CHANGE
ORAHOOD,SAMANTHA	06/25/2023	377.96	SOUTHWEST AIRLINES	0100	0982000	0000	3600	5200010	189	750	G. LOPEZ STN EXPO
ORAHOOD,SAMANTHA	06/25/2023	20.00	SOUTHWEST AIRLINES	0100	0982000	0000	3600	5200010	189	750	G. LOPEZ STN EXPO
ORAHOOD,SAMANTHA	06/25/2023	20.00	SOUTHWEST AIRLINES	0100	0982000	0000	3600	5200010	189	750	G. LOPEZ STN EXPO
ORAHOOD,SAMANTHA	06/23/2023	15.00	THE UPS STORE 5262	0100	0000000	0000	7200	5800000	189	670	NOTARY FOR UEI ADMINISTRATOR LETTER
ORAHOOD,SAMANTHA	06/23/2023	604.00	STN MEDIA	0100	0982000	0000	3600	5200010	189	750	G. LOPEZ STN EXPO
ORAHOOD,SAMANTHA	06/02/2023	500.00	IN *HIGH TECH HIGH GRA	0100	4172000	1110	1000	5800000	179	630	DREAM HIGH TECH HIGH WORKSHOP
OWENS,TODD	06/20/2023	195.00	YOUNGS SEMINARS	0100	8150000	0000	8100	5800000	189	710	CONTINUING ED. COURSES FOR STRUCTURAL PESTICIDE LICENSE
OWENS,TODD	06/09/2023	73.05	CARTERS HAY & GRAIN	0100	0000000	0000	7200	4300000	189	610	HAY BAILS FOR PROMOTIONS
OWENS,TODD	06/09/2023	48.50	APPLE STORE #R040	0100	0000000	0000	7200	4300000	189	610	HEADPHONE JACK ADAPTERS FOR PROMOTIONS
ROSA,JIM	06/18/2023	210.10	PRIMO WATER	0100	9010601	1110	1000	4300000	343	110	WATER FOR STAFF
ROSA,JIM	06/13/2023	21.89	AWARDS BY NAVAJO ENGRA	0100	9010650	1110	1000	4300000	343	110	5TH GRADE MOST IMPROVED STUDENT PLAQUE
ROSA,JIM	06/02/2023	577.90	IN *THE MARIDEN CORPOR	0100	9010601	1110	1000	4300000	343	110	SHIRTS FOR STAFF
SUMMERS,KRISTIE	06/15/2023	364.10	SQ *MARIETAS EL CAJON	0100	9010638	0000	3700	4300000	189	770	STAFF MEETING LUNCH
TAYLOR,RHONDA L	06/29/2023	115.56	GREEK STYLE CHICKEN -	0100	0000000	0000	7200	4300000	189	610	LUNCH FOR MANAGEMENT TEAM RETREAT
TAYLOR,RHONDA L	06/22/2023	135.78	MARECHIARO S ITALIAN R	0100	0000000	0000	7200	4300000	189	610	DINNER FOR THE LAKESIDE PTA COUNCIL
WINSPEAR,NATALIE	06/25/2023	157.96	SOUTHWEST AIRLINES	0100	0000000	1110	1000	5200010	189	630	SACRAMENTO CONFERENCE FLIGHT FOR B JIMENEZ
WINSPEAR,NATALIE	06/09/2023	483.16	MENDOCINO FARMS 35ONLI	0100	0000000	0000	7200	4300000	189	630	LUNCH FOR ED SERVICES RETREAT
BOWMAN,ROBYN	06/15/2023	73.23	DBC*BLICK ART MATERIAL	1200	6105000	0001	1000	4300000	376	205	HIGH GLOSS CORRUGATED FRAMS
BOWMAN,ROBYN	06/15/2023	40.59	WM SUPERCENTER #2479	1200	6105000	0001	1000	4300000	376	205	MISC SNACK SUPPLIES, PAPER GOODS, OFFICE SUPPLIES, ETC
BOWMAN,ROBYN	06/15/2023	33.77	DOLLAR TREE	1200	6105000	0001	1000	4300000	376	205	WATER BOTTLES, DECORATIONS, & CRAFT SUPPLIES
BOWMAN,ROBYN	06/15/2023	18.96	DOLLARTREE	1200	6105000	0001	1000	4300000	376	205	APRONS AND JUMPING ROPES
BOWMAN,ROBYN	06/15/2023	18.06	SMART AND FINAL 929	1200	6105000	0001	1000	4300000	376	205	FOOD COLORING
BOWMAN,ROBYN	06/15/2023	127.97	SAMSCLUB #6235	1200	6105000	0001	1000	4300000	376	205	SNACK SUPPLIES, CRAFT SUPPLIES, CLEANING SUPPLIES AND PAPER GOODS
BOWMAN,ROBYN	06/14/2023	112.30	EBPFABRIC-BURLAP/CH	1200	6105000	0001	1000	4300000	376	205	FABRIC FOR BACK DROPS
BOWMAN,ROBYN	06/14/2023	38.07	KIWICO, INC.	1200	6105000	0001	1000	4300000	082	205	CRYSTAL CHEMISTRY GARDENS PROJECT
BOWMAN,ROBYN	06/09/2023	19.01	WAL-MART #1917	1200	6105000	0001	1000	4300000	376	205	PLATES AND CLEANING SUPPLIES FOR PROGRAM
SUMMERS,KRISTIE	06/04/2023	75.00	NATIONAL CACFP SPONSOR	1300	5310000	0000	3700	5800000	189	770	CACFP MEMBERSHIP

11,320.24

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 8/10/2023

Agenda Item:

Award Bid to Royal Charter Lines

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

Education Code section 38902 requires Public School Districts to go out to bid when transportation costs exceed \$10,000 in a fiscal year. LUSD regularly exceeds that amount with the costs of field trips, and outside transportation. Therefore, a notice to invite bidders for Transportation for Charter Bus, Activity Trips, and General Education Transportation Services, Bid No. LUSD 2023-01 was posted to a local paper on June 30, 2023 and July 7, 2023. There were two bid participants and Royal Charters was selected as the highest scoring bidder in the bid matrix. The District and Royal Line Charters have the option to renew the agreement for four one-year terms with a gradual increase of year to year costs.

It is recommended the Governing Board award the contract to Royal Charters for a Not to Exceed amount of \$250,000 annually and an option to renew the agreement for four additional years. Costs for the agreement are included in the Bid Form attached to the agreement.

Fiscal Impact (Cost):

Not to Exceed \$250,000

Funding Source:

General Fund

Addresses Emphasis Goal(s):

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

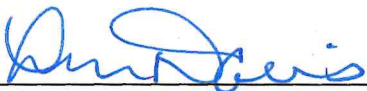
Recommended Action:

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

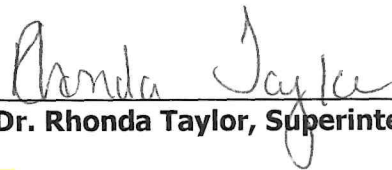
Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Lisa Davis, Assistant Superintendent



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member _____

IX. AGREEMENT

THIS AGREEMENT, made and entered into this 18 day of July, 2023, by and between the Lakeside Union School District, San Diego County, California, hereinafter called the District, and Royal Lines Charters, LLC, hereinafter called the Contractor for Transportation of Charter Bus, Activity Trips and General Education Transportation Services, Bid No. LUSD 2023-01.

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

1. **THE CONTRACT DOCUMENTS:** The complete contract consists of the following documents: The Notice to Bidders, the Information to Bidders, the Accepted Bid, the General Specifications, and the Agreement, including all modifications thereof duly incorporated therein. Any and all obligations of the District and the Contractor are fully set forth and described therein or are reasonably inferable that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in said documents. The documents comprising the complete Contract are sometimes hereinafter referred to as the Contract Documents, or the Contract.

2. **SERVICES, MATERIALS AND SUPPLIES:** The contractor agrees to furnish the service or services, the item or items of the stated bid listed herein, and all transportation, service, labor, and material necessary to furnish and deliver same in good condition, in the manner designated in, and in strict conformity with the specifications and other contract documents, at the price or prices hereinafter set forth.

3. **PAYMENTS.** The contractor shall submit an itemized invoice in duplicate of materials and services at the delivery point and at the time the delivery is made. District shall pay contractor the full amount of each invoice within thirty (30) days of receipt. Contractor shall furnish District with a recap of items upon request.

4. **TERMINATION FOR DEFAULT:** If the said Contractor fails or neglects to supply or deliver any of said goods, articles, or service at the prices named and at the times and places above stated, the District may, without further notice or demand, cancel and rescind this contract or may purchase said goods, supplies, or services elsewhere, and hold said Contractor responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of said Contractor in performing any of the terms and conditions of this contract; it being specifically provided and agreed that time shall be the essence of this agreement.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

5. **TERMINATION OF AGREEMENT WITHOUT CAUSE.** District

may terminate this Agreement at any time by giving the Contractor thirty (30) days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Other than payments for goods or services satisfactorily rendered prior to the effective date of said termination, Contractor shall be entitled to no further compensation or payment of any type from the DISTRICT.

6. DISTRICT'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF: The District may withhold a sufficient amount or amounts of any payment otherwise due to the Contractor, as in its judgment may be necessary to cover defective items not remedied, and the District may apply such withheld amount or amounts to the payment of such claims, in its discretion.

7. EXTRA AND/OR ADDITIONAL SPECIFICATIONS AND CHANGES: Should the District at any time during the performance of the contract, request any alterations, deviations, additions, or omissions from the Specifications or other Contract Documents, it shall be at liberty to do so, and the same shall in no way affect or make void the Contract, but the cost will be added to or deducted from the amount of said Contract price, as the case may be, by a fair and reasonable valuation.

The estimated cost of a proposed change shall be established in one or more of the following methods:

- a) By an acceptable lump sum proposal from the Contractor.
- b) By unit prices agreed upon by the District and the Contractor.

No change shall be made in any specification of any item under the Contract unless a written statement setting forth the object of the change, its character, amount, and the expense thereof is first submitted to the District and written consent thereto obtained.

8. TIME OF COMPLETION: The Contractor shall begin performance of the Contract promptly upon due execution and delivery to the District of the Contract. The Contractor is obligated to completely and satisfactorily perform the Contract within the period or periods specified in the Contract documents.

9. SAVE HARMLESS CLAUSE: The Contractor must save, keep, bear harmless and fully indemnify said District and any of its officers or agents from all damages, or claims for damages, costs or expenses in law or equity that may at any time arise or be set up for any infringement of the patent rights, copyright, or trademark of any person or persons in consequence of the use by said District or by any of its officers or agents, or articles to be supplied under this contract.

10. THE DISTRICT'S INSPECTOR: All items shall be subject to the

inspection of the District. Inspection of the items shall not relieve the Contractor from any obligation to fulfill this Contract. Defective items shall be made good by the Contractor, and unsuitable items may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the District and accepted. If any item shall be found defective at any time before final acceptance of the complete delivery, the Contractor shall forthwith remedy such defect in a manner satisfactory to the District.

11. REMOVAL OF REJECTED ITEMS: All items rejected by the District at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the Contractor who shall assume and pay the cost thereof without expense to the District, and shall be replaced by satisfactory items.

12. DELAY DUE TO UNFORESEEN OBSTACLES: The parties to this Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is also established that the non-performance is not due in part to the fault or neglect of the party not performing.

13. ASSIGNMENT OF CONTRACT: The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract or any part thereof, or any right, title, or interest therein, funds to be received hereunder, or any power to execute the same without the consent in writing of the District.

14. ATTORNEYS' FEES: If suit is brought by either party to this Contract to enforce any of its terms (including all component parts of the contract documents), and the District prevails in such suit, the Contractor shall pay all litigation expenses incurred by the district, including attorneys' fees, court costs, expert witness fees and investigation expenses.

15. CONTRACTOR IS NOT AN OFFICER, EMPLOYEE, OR AGENT OF THE DISTRICT: While engaged in carrying out and complying with the terms and conditions of this Contract, the Contractor is an independent contractor, and is not an officer, employee or agent of the District or its member districts.

16. INSURANCE PERMITS AND LICENSES REQUIRED OF THE CONTRACTOR: The Contractor shall maintain insurance adequate to protect him/her from claims under workers' compensatory acts, and from claims for damages for personal injury including death, and damage to property which may arise from operations under the Contract in amounts specified in the Specifications. The Contractor may be required by the District to file with the District certificates of such insurance. The failure to furnish such evidence, if required, may be considered default by the Contractor.

The contractor and all of its employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection

with the furnishing of materials, articles, or services covered under this Contract. All operations and materials shall be in accordance with the law.

17. **CONDITIONAL BID:** The District reserves the right to reject any bid which imposes conditions, or terms, on purchases, which were not specified in the original bid document.

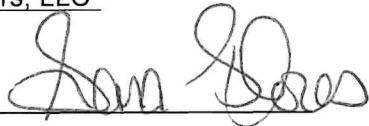
IN WITNESS WHEREOF, the District, by order of its Governing Board, has caused this instrument to be duly subscribed by the Secretary of said Board, and the Contractor has caused this instrument to be duly subscribed and executed, all on the date first hereinbefore set forth.

CONTRACTOR:

Royal Lines Charters, LLC

DISTRICT:

Lakeside Union School District

By Sara Flores 
Name

By _____
Lisa Davis

Title: CEO

Title: Asst. Supt. Business Services

Date: 7/18/23

Date: _____

WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700.

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

(c) For any county, city, city and county, municipal corporation, public District, public agency or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Labor Code Section 3700 which require 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.

Royal Lines Charters, LLC

Name of the Vendor

By: 

Signature

Sara Flores

Print Name

CEO

Title

7/18/23

Date

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)

CERTIFICATION BY CONTRACTOR
CRIMINAL RECORDS CHECK
AB 1610, 1612 and 2102

To the Board of Trustees of District:


I, Royal Lines Charters, LLC certify that:
(Name of Vendor)

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (Education Code §45125.1) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the work I will be performing for the District, my employees will **OR** will not have contact with students of the District.
3. My employees and volunteers who may have contact with District students must complete background checks with the California Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI).
4. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code sections §667.5 and §1192.7. This determination was made by a fingerprint check through the Department of Justice and the Federal Bureau of Investigation.

SPAB Certified drivers only

I declare under penalty of perjury that the foregoing is true and correct.

Executed at National City, CA on 7/18/23
(City) (State) (Date)


Signature

Sara Flores
Typed or printed name

CEO
Title

337 W. 35th St. Suite R, National City, CA 91950
Address

619-421-1430
Telephone

Outsource Transportation Service
Charge Per Mile For:

Van w/ installed seats for not more than 9 passengers: \$ N/A

Certified Bus:

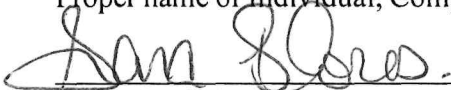
No. of Buses Available	Bus Capacity	Maximum No. of Passengers Loaded per Bus	Minimum Hours	Minimum Rate	Hourly Rate: Hours Over Minimum
6	56 pax	56	2-4	\$965.00	\$145.00
1	50 pax	50 + 1 wheelchair	2-4	\$965.00	\$145.00
1	44 pax	44 + 2 wheelchair	2-4	\$965.00	\$145.00
1	46 pax	46	2-4	\$935.00	\$140.00
2	35 pax	35	2-4	\$885.00	\$130.00
1	28 pax	28	2-4	\$865.00	\$125.00

The undersigned hereby proposes and agrees to furnish, and deliver the goods and services in accordance with the terms, conditions, specifications and prices herein quoted.

Corporate Seal
(if a corporation)

Royal Lines Charters, LLC

Proper name of Individual, Company or Corporation



Authorized Signature

Sara Flores

Type or Print Signer's Name

CEO

Title

337 W. 35th St. Suite R, National City, CA 91950

Address

619-421-1430

Telephone

7/18/23

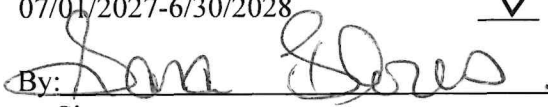
Date

Renewal Clause

If mutually agreeable, the District reserves the right to consider the extension of this contract for a one, two, three or four year period. Time of such extension is to begin the day after the end of the initial term of this contract and will end a full one, two, three or four calendar years thereafter. In addition, the District reserves the right to further extend this contract to the full extent allowed by law. Factors that would influence the District in exercising this option would be satisfactory service being rendered by the holder of the contract and any increase in price caused by such extension to be a nominal amount and not excessive as measured by local market conditions. In the award of this bid renewal, the District will consider the amount of the price increase stated by the bidder as a factor and will compute accordingly. A price increase, if exercised, shall be fully justified by vendor and proved by a test of the market and/or submission of documents.

Bidder to indicate in space provided if it would accept option to renew for the following periods and at what percentage:

Dates	Yes	Max. % Increase
07/01/2024-6/30/2025	<input checked="" type="checkbox"/>	6-8%
07/01/2025-6/30/2026	<input checked="" type="checkbox"/>	6-8%
07/01/2026-6/30/2027	<input checked="" type="checkbox"/>	6-8%
07/01/2027-6/30/2028	<input checked="" type="checkbox"/>	6-8%

By:  Royal Lines Charters, LLC
Signature Company name

Sara Flores
Please print signer's name

CEO
Title

337 W. 35th St. Suite R, National City, CA 91950
Address

619-421-1430
Telephone

7/18/23
Date



Req. # 79164
7/18/23

Bill to Lakeside Union Elementary School District Customer No: 93094 12335 Woodside Ave. Lakeside CA 92040 USA	Ship to Lakeside Union Elementary School District 12335 Woodside Ave. Lakeside CA 92040 USA	Quote Details Created: July 18, 2023 Expiration: July 28, 2023 Created by: Adri Juszczak adri.juszczak@trafera.com
Estimate No: E000097608		

Contract
NCPA (OMNIA) Contract #01-149 New

Products & Services

Items and Descriptions	Overview	Notes	Qty	Unit Price	Totals
CR1 FLIP 2IN1 CAM N5100 8G 32G SSD 11"	Asus Chromebook Flip CR1 Rugged Chromebook - 11.6" Touchscreen Convertible 2 in 1 - HD - 1366 x 768 - Intel Celeron N5100 Quad-core (4 Core) 1.10 GHz - 8 GB Total RAM - 32 GB Flash Memory - Front Camera + Rear Camera - Dark Gray - Chrome OS - Intel UHD Graphics - IEEE 802.11 a/g/n/ac/ax Wireless LAN Standard - 1 Year Warranty		222	\$391.78	\$86,975.16
Google Chrome Management Perpetual EDU	Google Chrome Management Perpetual EDU License		222	\$31.00	\$6,882.00
TRAILS Digital Lesson Library	700+ powerful online resources for educators. TRAILS includes three resources: TRAIL Guides - Thematic units aligned to NGSS Standards TRAIL Mix - Stand alone lessons perfectly suited for face-to-face or virtual instruction Children's Literature - Featuring "Tom the Traferatops", a fun and shy dinosaur who loves to learn with technology TRAILS is FREE to Trafera customers.		1	\$0.00	\$0.00
CA LCD Recycling Fee - Less than 15"	CA LCD Recycling Fee - Less than 15"		222	\$4.00	\$888.00
Delayed Shipping	Delayed Shipping		1	\$0.00	\$0.00
Delayed Billing	Invoice is due on Net 15 Terms.		1	\$0.00	\$0.00
Subtotal					\$94,745.16
Tax					\$6,740.58

Total \$101,485.74

Net Terms N30

Terms and Conditions

This quote is confidential and is to be viewed solely by individuals within the organization to whom it is addressed. Unauthorized distribution or disclosure of the contents of this quote is prohibited. If you are not from the organization addressed, please notify us immediately so we can prepare a quote specific to you. Prices and availability may change without notice prior to the quote expiration date.

Questions? Contact me

AdriJuszczak

adri.juszczak@trafera.com



Trafera

2550 University Ave W, Suite 315 - S

St. Paul MN 55114

United States

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: Aug 10, 2023

Agenda Item:

Purchase of 2018 Ford Transit Passenger Wagon for student transportation

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

For the efficiency of transporting out of district students

Fiscal Impact (Cost):

\$66,898.99

Funding Source:

0100 0983 000 5001 3600 6400 008 189 750

Recommended Action:

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

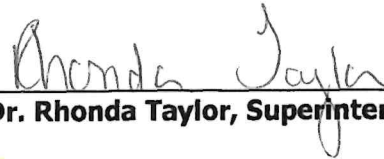
Originating Department/School: [Click here to enter text.](#)

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Principal/Department Head Signature



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member





REPORT OF SALE—USED VEHICLE

60543305

FOR DEPARTMENT USE ONLY

CASHIER DATE LINE STAMP

DATE SOLD (MO./DAY/YR.) 07/17/2023	DATE OPERATED (MO./DAY/YR.) 07/17/2023	COST \$ 57,789.	NRM/IND	TEMPORARY LICENSE PLATE NUMBER CR88H95		
MAKE FORD	YEAR 2018	MODEL TRANSIT	BODY TYPE SV	MOTIVE POWER G	NUMBER OF AXLES 2	UNLADEN WEIGHT
VEHICLE IDENTIFICATION NUMBER 1FBAX2XM9JKB51370			MOTORCYCLE ENGINE NUMBER OR ADDITIONAL IDENTIFICATION NUMBER			
LAST REGISTERED IN STATE OF			YEAR REGISTERED 2018	LICENSE PLATE NUMBER	GVWR (PICKUPS ONLY)	
IF REVIVED JUNK OR SALVAGE—DISMANTLER NOTICE OF ACQUISITION NUMBER					COUNTY OF RESIDENCE SAN DIEGO	
SOLD TO: PRINT TRUE FULL NAME AS IT APPEARS ON THE DRIVER LICENSE OR ID CARD IN THE ORDER SHOWN BELOW (1) LAKESIDE UNION SCHOOL DISTRICT						DRIVER LICENSE/ID CARD NO.
<input type="checkbox"/> AND	LAST	FIRST	MIDDLE	SUFFIX	DRIVER LICENSE/ID CARD NO.	
<input type="checkbox"/> OR (2)	BUSINESS OR RESIDENCE ADDRESS 12335WOODSIDE AVE			APT./STE. NO.	CITY LAKESIDE	STATE CA ZIP CODE 92040
MAILING ADDRESS—IF DIFFERENT FROM ABOVE OR LOCATION (FOR TRAILER COACH/VESSEL)				APT./STE. NO.	CITY	STATE ZIP CODE
DEALER'S NAME SEDANO FORD			SIGNATURE OF AUTHORIZED AGENT			
ADDRESS 8970 LA MESA BLVD			CITY LA MESA	STATE CA	ZIP CODE 91942	
DEALER'S NUMBER 10614	SELLER'S PERMIT NUMBER 224377376		SALESPERSON'S NUMBER (IF OWNER, WRITE "OWNER")			
SIGNATURE OF PURCHASER(S) (1) X <i>[Signature]</i>			(2) X			

REMINDERS TO PERSONS PREPARING THIS REPORT

Lienholder:
FORD MOTOR CREDIT COMPANY
PO BOX 105704
ATLANTA, GA, 30348

- Purchaser(s) must sign Report of Sale.
- Make sure Used Vehicle Dealer Notice/Temporary Identification is affixed to the vehicle before delivery.
- Vehicles must have two license plates affixed (except motorcycles and trailers). If one or both license plates are damaged or missing, temporary license plates (TLPs) must be issued. TLPs must be securely attached to the vehicle using all four perforations in the corners of the TLP paper before the vehicle leaves the dealership. TLPs must be affixed to the vehicle in a manner that will prevent swinging and flapping.



DEAL #: 82309 STOCK #: P100363 CUST #: 8463

Dealer Copy

REPORT OF SALE—USED VEHICLE

60543305

FOR DEPARTMENT USE ONLY

CASHIER DATE LINE STAMP

DATE SOLD (MO./DAY/YR.) 07/17/2023		DATE OPERATED (MO./DAY/YR.) 07/17/2023		COST \$ 57,789		NRM/IND		TEMPORARY LICENSE PLATE NUMBER CR88H95	
MAKE FORD		YEAR 2018		MODEL TRANSIT		BODY TYPE SV		MOTIVE POWER G	
NUMBER OF AXLES 2		UNLADEN WEIGHT		VEHICLE IDENTIFICATION NUMBER 1FBAX2XM9JKB51370					
MOTORCYCLE ENGINE NUMBER OR ADDITIONAL IDENTIFICATION NUMBER				YEAR REGISTERED 2018		LICENSE PLATE NUMBER		GVWR (PICKUPS ONLY)	
LAST REGISTERED IN STATE OF				IF REVIVED JUNK OR SALVAGE—DISMANTLER NOTICE OF ACQUISITION NUMBER		COUNTY OF RESIDENCE SAN DIEGO		DRIVER LICENSE/ID CARD NO.	
SOLD TO: PRINT TRUE FULL NAME AS IT APPEARS ON THE DRIVER LICENSE OR ID CARD IN THE ORDER SHOWN BELOW (1) LAKESIDE UNION SCHOOL DISTRICT				DRIVER LICENSE/ID CARD NO.		DRIVER LICENSE/ID CARD NO.		DRIVER LICENSE/ID CARD NO.	
<input type="checkbox"/> AND		LAST		FIRST		MIDDLE		SUFFIX	
<input type="checkbox"/> OR (2)		BUSINESS OR RESIDENCE ADDRESS 12335WOODSIDE AVE		APT./STE. NO. CITY LAKESIDE		STATE ZIP CODE CA 92040		STATE ZIP CODE	
MAILING ADDRESS—IF DIFFERENT FROM ABOVE OR LOCATION (FOR TRAILER COACH/VESSEL)				APT./STE. NO. CITY		STATE ZIP CODE		STATE ZIP CODE	
DEALER'S NAME SEDANO FORD				SIGNATURE OF AUTHORIZED AGENT <i>[Signature]</i>					
ADDRESS 8970 LA MESA BLVD				CITY LA MESA		STATE CA		ZIP CODE 91942	
DEALER'S NUMBER 10614		SELLER'S PERMIT NUMBER 224377376		SALESPERSON'S NUMBER (IF OWNER, WRITE "OWNER")					
SIGNATURE OF PURCHASER(S) (1) X <i>[Signature]</i>				(2) X					

REMINDERS TO PERSONS PREPARING THIS REPORT

Lienholder:
 FORD MOTOR CREDIT COMPANY
 PO BOX 105704
 ATLANTA, GA, 30348

- Purchaser(s) must sign Report of Sale.
- Make sure Used Vehicle Dealer Notice/Temporary Identification is affixed to the vehicle before delivery.
- Vehicles must have two license plates affixed (except motorcycles and trailers). If one or both license plates are damaged or missing, temporary license plates (TLPs) must be issued. TLPs must be securely attached to the vehicle using all four perforations in the corners of the TLP paper before the vehicle leaves the dealership. TLPs must be affixed to the vehicle in a manner that will prevent swinging and flapping.

ADMINISTRATIVE SERVICE FEE NOTIFICATION

Pursuant to California Vehicle Code (CVC) §§4456 and 4456.1, in order to avoid Administrative Service Fees (ASF):
 1) Submit application/fees in proper form to Business Partner Automation (BPA) Agent or DMV within 30 days of date of sale; 2) clear application within 50 days from date of sale or 30 days of the date BPA Agent or DMV first returned application, whichever is later. Refer to CVC §§4456 and 4456.1 for ASF assessment. Note: Mandatory BPA participants may only submit applications to a DMV office if they cannot be cleared electronically.

— Dealer Copy —

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: August 10, 2023

Agenda Item:

Purchase of 2 Vehicles for Technology Department

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

Ratification of purchase is requested of two 2023 Ford Escape vehicles for the Technology Department which will be used to transport employees and technology equipment through-out the District. District vehicles have been scarce to find with the shortage of vehicles nationwide due to the pandemic.

Fiscal Impact (Cost):

\$67,606.10 for two vehicles

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/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 | |

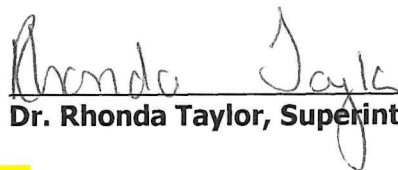
Originating Department/School: Business Services

Submitted/Recommended By:



Lisa Davis, Assistant Superintendent

Approved for Submission to the Governing Board:



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member _____

KBF100

Req. # 796B

DEAL NUMBER: 416921; CUSTOMER ID: 1165181; STOCK NUMBER: C231801; R_PNU_THUMBX - 07/12/23 1:59:48 PM

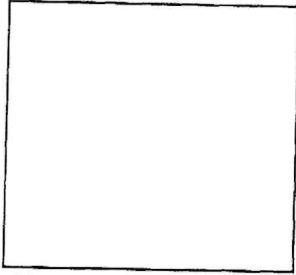
Thumbprint Disclosure / Divulgación de huella digital

Identification of Parties / Identificación de las Partes			
Buyer Name ("you") / Nombre del comprador/arrendatario ("usted")		Today's Date / Fecha actual	
LAKESIDE UNION SCHOOL DISTRICT		07/12/2023	
Address (Street) / Dirección (calle)		City / Ciudad	State / Estado
12335 WOODSIDE AVE LAKESIDE, CA 92040			Zip / Código postal

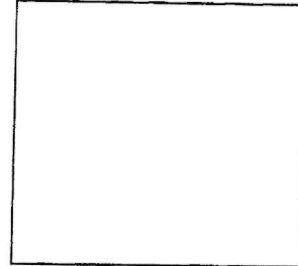
Identification of Vehicle / Identificación del Vehículo				
Year / Año	Make / Marca	Model / Modelo	VIN / NIV	Deal # / Acuerdo #
2023	FORD	ESCAPE	1FMCU0GNXPUA54648	416921

As part of this dealership's commitment to preventing identity theft, it is our policy to request a thumbprint of each customer who is purchasing a vehicle on credit or leasing a vehicle.

Como parte del compromiso contraído por este concesionario para prevenir el robo de identidades, es nuestra política solicitar la huella digital de cada cliente que compre un vehículo con un préstamo o que lo arriende.



BUYER / COMPRADOR



CO-BUYER / COMPRADOR MANCOMUNADO

The box above contains the buyer/lessee's
El cuadro de arriba contiene el comprador conjunto/arrendatario conjunto:

- Right thumbprint
Huella digital del pulgar derecho
- Other print (specify)
Otra impresión (especificar): _____

The box above contains the co-buyer/co-lessee's
El cuadro de arriba contiene el comprador conjunto/arrendatario conjunto:

- Right thumbprint
Huella digital del pulgar derecho
- Other print (specify)
Otra impresión (especificar): _____

I UNDERSTAND THAT THE ABOVE INFORMATION PROVIDED IS FOR MY PROTECTION AGAINST IDENTITY THEFT. I HEREBY CERTIFY THAT I AM THE PERSON STATED ABOVE BY SIGNING BELOW AND AFFIXING MY THUMBPRINT / FINGERPRINT TO THIS FORM.

ES DE MI CONOCIMIENTO QUE LA INFORMACIÓN PROVEÍDA EN LA PARTE SUPERIOR ES PARA MI PROTECCIÓN EN CONTRA DE ROBO DE IDENTIDAD. POR ESTE MEDIO YO CERTIFICO QUE YO SOY LA PERSONA QUE SE NOMBRA EN LA PARTE SUPERIOR POR MEDIO DE MI FIRMA EN LA PARTE INFERIOR Y AL SUSCRIBIR MI HUELLA DIGITAL DERECHA A ESTA FORMA.

DocuSigned by:
Lisa Davis
Buyer's Signature / Firma del comprador

N/A
Co-Buyer's Signature / Firma del comprador mancomunado

Cell Phone / Número de su celular

Cell Phone / Número de su celular

E-Mail / Correo Electrónico

E-Mail / Correo Electrónico

AGREEMENT TO FURNISH INSURANCE POLICY

(TO BE USED WITH SECURITY AGREEMENT ON SALE OF VEHICLE)

Date 07/12/2023

TO SELLER KEN GRODY FORD

5555 PASEO DEL NORTE/PO BOX 1576 CARLSBAD CA 92008

The undersigned Purchaser(s) agree(s) to furnish his/their own Insurance Policy, covering property which is the subject of a Security

Agreement dated this 12TH day of JULY, YR 2023

The vehicle referred to herein is described as follows:

Year	Make	Model	Body	Vehicle Identification No.
2023	FORD	ESCAPE	4DR ACTIVE FW	1FMCU0GNXPUA54648

Such Insurance Policy must be delivered to the Seller within _____ days from the date hereof, and if Seller does not receive such Policy by the time stated, Seller may (but is not required to) procure insurance of the kind and type agreed to be furnished under the terms of the above mentioned Security Agreement.

Ins.Co. _____ Agent _____

ADDRESS OF AGENT - STREET	CITY	STATE	ZIP	AGENT'S PHONE NUMBER
_____	_____	_____	_____	_____

Policy No. _____ Exp. Date _____

Fire & Theft - Additional Coverage - \$ _____ Deductible Comprehensive - \$ _____ Deductible Collision

In the event I fail to furnish a valid insurance policy, or written evidence, from an insurance company for comprehensive and deductible collision insurance coverage, within the time specified from above date, I hereby agree to pay to Seller or its assignees any earned premium for any policy they may have to place for the above described vehicle in accordance with repayment procedures established under California Civil Code Section 2982.8.

I/we further agree to assume forthwith any and all responsibility for damage to the property referred to above or resulting from the use, maintenance or operation thereof, and agree to hold Seller free of any loss, claim, or liability resulting from any damage to said property or from the use, maintenance or operation thereof.

Loss Payee _____

NOTICE TO BUYER: This Agreement does not authorize the ordering of **Public Liability or Property Damage Insurance**.

Any insurance ordered by the financial institution will cover loss of or damage to the above described vehicle only and will not include **Public Liability or Property Damage Insurance**.

"WARNING: IT IS YOUR RESPONSIBILITY UNDER CALIFORNIA LAW TO OBTAIN LIABILITY INSURANCE OR BE SUBJECT TO PENALTIES FOR VIOLATING SECTION 16020 OF THE VEHICLE CODE, WHICH MAY INCLUDE LOSS OF LICENSE OR A FINE. THE INSURANCE ACQUIRED BY THE LIENHOLDER DOES NOT PROVIDE LIABILITY COVERAGE AND DOES NOT SATISFY YOUR RESPONSIBILITY UNDER CALIFORNIA LAW."

LAKESIDE UNION SCHOOL DISTRICT 12335 WOODSIDE AVE LAKESIDE CA 92040

BUYER'S NAME (Printed) _____ ADDRESS _____

(619) 245-5095

HOME PHONE _____ BUSINESS PHONE _____

X Lisa Davis BUYER'S SIGNATURE REF 185B2372491

X N/A CO-BUYER'S SIGNATURE

LAW FORM NO. LAWCA-228RS_e REV 6/13 ©2013 The Reynolds and Reynolds Company
THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO CONTENT OR FITNESS FOR PURPOSE OF THIS FORM. CONSULT YOUR OWN LEGAL COUNSEL.

NUMBER: 416921; CUSTOMER ID: 1165461; STOCK NUMBER: C231801 R_PCA_YLAW228RS_613 07/12/23 1:59

DUE BILL

Service Hours

Service Phone Number (760) 438-9171

Sales Manager GREGORY RYAN

Identification of Parties					
Buyer/Lessee Name(s) ("you") LAKESIDE UNION SCHOOL DISTRICT				Phone (619) 245-5095	
Address 12335 WOODSIDE AVE		City LAKESIDE	State CA	Zip 92040	Contract Date 07/12/2023
Dealership ("dealer") KEN GRODY FORD				Salesperson TWEE HAYES	

Identification of Vehicle ("Vehicle")					
Year 2023	Make FORD	Model ESCAPE	VIN 1FMCU0GNXPUA54648	Stock Number C231801	

Section A: Acknowledgment of Work

You acknowledge that the work described in this Section A, if any, is the only work that you are entitled to have performed at no additional charge. If you request any additional work, dealer will provide you with an estimate of charges for your approval prior to performing the additional work.

- A.1. NOTHING ELSE DUE
- A.2.
- A.3.
- A.4.
- A.5.

Section B: Acknowledgment of Accessories

You acknowledge that the charges for the accessories described in this Section B, if any, were disclosed to you and included in the retail installment sale or lease contract you entered into for the purchase or lease of the Vehicle with your consent. These accessories are the only accessories that you are entitled to have installed at no additional charge. If you request additional accessories, dealer will provide you with an estimate of charges for your approval prior to installation of such accessories.

- B.1.
- B.2.
- B.3.
- B.4.
- B.5.

NUMBER: 416921; CUSTOMER ID: 1165461; STOCK NUMBER: C231801 R_PCA_YLAW412Q_713 07/12/23 1:59:

**PLEASE NOTE THAT LOANER CARS WILL NOT BE AVAILABLE WHILE THE WORK/INSTALLATION IS BEING PERFORMED
PLEASE CONTACT OUR SERVICE DEPARTMENT AS SOON AS POSSIBLE TO SCHEDULE AN APPOINTMENT**

07/12/2023 _____
Date Buyer's Signature Co-buyer's Signature

07/12/2023 _____
Date Dealer Representative's Signature

Pre-Contract Disclosure (Retail Installment Sale Contract)

Identification of Parties			
Buyer Name(s) ("you") LAKESIDE UNION SCHOOL DISTRICT		Contract Date 07/12/2023	Buyer's Email towens@lsusd.net
Address: Street 12335 WOODSIDE AVE		City LAKESIDE	State CA
Dealership KEN GRODY FORD		Zip 92040	Buyer's Telephone (619) 245-5095
			Dealer's Telephone (760) 438-9171
Identification of Vehicle ("Vehicle")			
Year 2023	Make FORD	Model ESCAPE	VIN 1FMCU0GNXPUA54648

Optional Goods and Services

The following goods and services are NOT required as a condition to obtaining financing terms for the purchase of the Vehicle.

- Optional Theft Deterrent Device(s):
 - (1) N/A \$ _____ N/A
 - (2) N/A \$ _____ N/A
 - (3) N/A \$ _____ N/A
- Optional Surface Protection Product(s):
 - (1) N/A \$ _____ N/A
 - (2) N/A \$ _____ N/A
- Optional Service Contract(s):
 - (1) N/A \$ _____ N/A
 - (2) N/A \$ _____ N/A
 - (3) N/A \$ _____ N/A
 - (4) N/A \$ _____ N/A
 - (5) N/A \$ _____ N/A
- Optional Debt Cancellation Agreement or Guaranteed Asset Protection Waiver: N/A \$ _____ N/A
- Optional Vehicle Contract Cancellation Option Agreement: N/A \$ _____ N/A
- Optional Insurance Product: N/A \$ _____ N/A

Total \$ _____ N/A

Installment Payment EXCLUDING Listed Items: \$ 33803.05

Installment Payment INCLUDING Listed Items: \$ 33803.05

THE ABOVE INSTALLMENT PAYMENTS INCLUDE THE ITEMS DESCRIBED ABOVE, THE PRICE OF THE VEHICLE, GOVERNMENT FEES AND TAXES, FINANCE CHARGES, AND THE ADDITIONAL CHARGES SHOWN BELOW.

Other Goods, Services and Miscellaneous Charges					
Cash Price of Additional Accessories	\$ _____	N/A	Emissions Testing Charge	\$ _____	N/A
Other (Nontaxable)	\$ _____	N/A	Prior Credit or Lease Balance	\$ _____	N/A
<u>N/A</u>	\$ _____	N/A	Other (to whom paid)	<u>N/A</u>	\$ _____
<u>N/A</u>	\$ _____	N/A	For:	<u>N/A</u>	\$ _____
EV Charging Station	\$ _____	N/A	Other (to whom paid)	<u>N/A</u>	\$ _____
Electronic Vehicle Registration or Transfer Charge	\$ _____	33.00	For:	<u>N/A</u>	\$ _____
Document Processing Charge	\$ _____	80.00	For:	<u>N/A</u>	\$ _____

By signing below, you acknowledge:

- All of the charges described above will be included in the retail installment sale contract accompanying the purchase of the Vehicle.
- This document was presented to you prior to signing the retail installment sale contract and you consent to including all the above charges in the retail installment sale contract.
- The goods and services are NOT required as a condition to obtaining financing terms for the purchase of the Vehicle.

07/12/2023

Date

DocuSigned by:
Lisa Davis
Buyer's Signature

N/A
Co-Buyer's Signature

DEAL NUMBER: 416921; CUSTOMER ID: 1165461; STOCK NUMBER: C231801 R_PCA_YLLAWPCD_323 07/12/23 1:59:47 PM

PRIVACY NOTICE

Rev. 1/2020

FACTS	WHAT DOES KEN GRODY FORD – CARLSBAD DO WITH YOUR PERSONAL INFORMATION?	
Why?	Financial companies choose how they share your personal information. Federal and State law gives consumers the right to limit some but not all sharing. Federal and State law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> • Social Security number and income • account information and payment history • credit history and credit scores • employment information When you are no longer our customer, we continue to share your information as described in this notice.	
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customer's personal information; the reasons Ken Grody Ford - Carlsbad chooses to share; and whether you can limit this sharing.	
Reasons we can share your personal information	Does Ken Grody Ford – Carlsbad share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus.	Yes	No
For our marketing purposes – to offer our products and services to you.	Yes	No
For joint marketing with other financial companies.	No	We do not share
For our affiliates' everyday business purposes – information about your transactions and experiences.	Yes	No
For our affiliate's everyday business purposes – information about your creditworthiness.	Yes	No
For nonaffiliates to market to you.	No	We do not share
Questions?	Call (760) 438-9171	
Who we are		
Who is providing this notice?	Ken Grody Ford – Carlsbad	
What we do		
How does Ken Grody Ford – Carlsbad protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with Federal and State law. These measures include computer safeguards and secured files and buildings.	
How does Ken Grody Ford – Carlsbad collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> • give us your contact information • complete a credit application • apply for financing or a lease • provide employment information • provide us your driver's license and insurance information We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.	
Why can't I limit all sharing?	Federal law gives you the right to limit only <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes – information about your creditworthiness • affiliates from using your information to market to you • sharing for non affiliates to market tot you State laws and individual companies may give you additional rights to limit sharing.	
Definitions		
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • Our affiliates include Ken Grody Ford – Buena Park 	
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • Ken Grody Ford – Carlsbad does not share with nonaffiliates so they can market to you . 	
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> • Ken Grody Ford – Carlsbad does not jointly market. 	

DEAL NUMBER: 416921; CUSTOMER ID: 1165161; STOCK NUMBER: C231801; R_PNU_DB192P/RVNTIC - 07/12/2023 1:59:48 PM

FOR THE STATE OF CALIFORNIA, your Privacy Rights may also be governed by the California Consumer Privacy Act.

By signing below, you acknowledge receipt of this Privacy Notice:

DocuSigned by:
Lisa Davis
 Buyer Signature 07/12/2023
BF8F485B2372491 Date 07/12/2023
07/12/2023 Date Date

LAKESIDE UNION SCHOOL DISTRICT
 Print Name

Print Name

LAW 553-CA-ARB-eps 3/23

RETAIL INSTALLMENT SALE CONTRACT – SIMPLE FINANCE CHARGE (WITH ARBITRATION PROVISION)

Buyer Name and Address (Including County and Zip Code) LAKESIDE UNION SCHOOL DISTRICT 12335 WOODSIDE AVE LAKESIDE CA 92040 COUNTY: SAN DIEGO Cell: N/A Email: towens@lsusd.net	Co-Buyer Name and Address (Including County and Zip Code) N/A Cell: N/A Email: N/A	Seller-Creditor (Name and Address) KEN GRODY FORD 5555 PASEO DEL NORTE/PO BOX 1576 CARLSBAD CA 92008
--	---	---

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements in this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New/Used	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
NEW	2023	FORD ESCAPE	18	1FMCU0GNXPUA54648	Personal, family, or household unless otherwise indicated below <input checked="" type="checkbox"/> business or commercial

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your down payment of
0.00 %	\$ 0.00 (e)	\$ 33,803.05 (e)	\$ 33,803.05 (e)	\$ 33,803.05 (e)
(e) means an estimate				

STATEMENT OF INSURANCE

NOTICE. No person is required as a condition of financing the purchase of a motor vehicle to purchase or negotiate any insurance through a particular insurance company, agent or broker. You are not required to buy any other insurance to obtain credit. Your decision to buy or not buy other insurance will not be a factor in the credit approval process.

Vehicle Insurance

	Term	Premium
\$ N/A Ded. Comp., Fire & Theft	N/A Mos.	\$ N/A
\$ N/A Ded. Collision	N/A Mos.	\$ N/A
Bodily Injury \$ N/A Limits	N/A Mos.	\$ N/A
Property Damage \$ N/A Limits	N/A Mos.	\$ N/A
Medical N/A	N/A Mos.	\$ N/A
N/A	N/A Mos.	\$ N/A
Total Vehicle Insurance Premiums		\$ N/A

UNLESS A CHARGE IS INCLUDED IN THIS AGREEMENT FOR PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE, PAYMENT FOR SUCH COVERAGE IS NOT PROVIDED BY THIS AGREEMENT.

You may buy the physical damage insurance this contract requires from anyone you choose who is acceptable to us. You may also provide the physical damage insurance through an existing policy owned or controlled by you that is acceptable to us. You are not required to buy any other insurance to obtain credit.

Lakeside Union School District BY: Ken Grody Ford

Buyer X _____
 Co-Buyer X N/A
 Seller X _____

YOUR PAYMENT SCHEDULE WILL BE:

Number of Payments:	Amount of Payments:	When Payments Are Due:
One Payment of	\$ N/A	N/A
One Payment of	\$ N/A	N/A
One Payment of	\$ N/A	N/A
1	\$ 33803.05	CASH DEAL beginning 07/12/2023
N/A	\$ N/A	N/A
One final payment	\$ N/A	N/A

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late.

Prepayment. If you pay early, you may be charged a minimum finance charge.

Security Interest. You are giving a security interest in the vehicle being purchased.

Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, minimum finance charges, and security interest.

Trade-In Payoff Agreement: Seller relied on information from you and/or the lienholder or lessor of your trade-in vehicle(s) to arrive at the payoff amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s). You understand that the amount quoted is an estimate. Seller agrees to pay the payoff amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s) to the lienholder or lessor of the trade-in vehicle(s), or its designee. If the actual payoff amount is more than the amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s), you must pay the Seller the excess on demand. If the actual payoff amount is less than the amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s), Seller will refund to you any overage Seller receives from your prior lienholder or lessor. Except as stated in the "NOTICE" on page 5 of this contract, any assignee of this contract will not be obligated to pay the Prior Credit or Lease Balance shown in Trade-In Vehicle(s) or any refund. You agree to sign or provide any documents Seller reasonably requires to effect the transfer of the Trade-In Vehicle to Seller or its designee.

Buyer Signature X _____ N/A _____ Co-Buyer Signature X _____ N/A _____

AUTO BROKER FEE DISCLOSURE

If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker from us unless the following box is checked:

Name of autobroker receiving fee, if applicable: N/A

Agreement to Arbitrate: By signing below, you agree that, pursuant to the Arbitration Provision on page 5 of this contract, you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. See the Arbitration Provision for additional information concerning the agreement to arbitrate.

Lakeside Union School District BY: _____ Co-Buyer Signs X _____ N/A

DEAL NUMBER: 416927 CUSTOMER ID: 1103401 STOCK NUMBER: 021701 R_PCA_Y553ARB 323 07/11/23 2:01:01 PM

ITEMIZATION OF THE AMOUNT FINANCED (Seller may keep part of the amounts paid to others.)

1. Total Cash Price

A. Cash Price of Motor Vehicle and Accessories \$ 30,840.00 (A)

1. Cash Price Vehicle \$ 30,840.00

2. Cash Price Accessories \$ N/A

3. Other (Nontaxable) Describe N/A \$ N/A

4. Other (Nontaxable) Describe N/A \$ N/A

B. Document Processing Charge (not a governmental fee) \$ 80.00 (B)

C. Emissions Testing Charge (not a governmental fee) \$ N/A (C)

D. (Optional) Theft Deterrent Device(s)

1. (paid to) N/A \$ N/A (D1)

2. (paid to) N/A \$ N/A (D2)

3. (paid to) N/A \$ N/A (D3)

E. (Optional) Surface Protection Product(s)

1. (paid to) N/A \$ N/A (E1)

2. (paid to) N/A \$ N/A (E2)

F. EV Charging Station (paid to) N/A \$ N/A (F)

G. Sales Tax (on taxable items in A through F) \$ 2,396.30 (G)

H. Electronic Vehicle Registration or Transfer Charge (not a governmental fee) (paid to) M.V.S.C \$ 33.00 (H)

I. (Optional) Service Contract(s)

1. (paid to) N/A \$ N/A (I1)

2. (paid to) N/A \$ N/A (I2)

3. (paid to) N/A \$ N/A (I3)

4. (paid to) N/A \$ N/A (I4)

5. (paid to) N/A \$ N/A (I5)

J. Prior Credit or Lease Balance (e) paid by Seller to N/A \$ N/A (J)
(see downpayment and trade-in calculation)

K. Prior Credit or Lease Balance (e) paid by Seller to N/A \$ N/A (K)
(see downpayment and trade-in calculation)

L. (Optional) Debt Cancellation Agreement or Guaranteed Asset Protection Waiver \$ N/A (L)

M. (Optional) Used Vehicle Contract Cancellation Option Agreement \$ N/A (M)

N. Other paid to N/A For N/A \$ N/A (N)

O. Other paid to N/A For N/A \$ N/A (O)

Total Cash Price (A through O) [pick(LY,lyBuy, Tax3Local>0, N/A, {tfPrompt_15})] \$ 33,349.30 (1)

2. Amounts Paid to Public Officials ESTIMATED

A. Vehicle License Fees \$ 201.00 (A)

B. Registration/Transfer/Titling Fees ESTIMATED \$ 244.00 (B)

C. California Tire Fees \$ 8.75 (C)

D. Other N/A \$ N/A (D)

Total Official Fees (A through D) \$ 453.75 (2)

3. Amount Paid to Insurance Companies (Total premiums from Statement of Insurance) \$ N/A (3)

4. State Emissions Certification Fee or State Emissions Exemption Fee \$ N/A (4)

5. Subtotal (1 through 4) \$ 33,803.05 (5)

6. Total Downpayment

A. Total Agreed Value of Property Being Traded-In (see Trade-In Vehicle(s)): \$ N/A (A)

Vehicle 1 \$ N/A Vehicle 2 \$ N/A

B. Total Less Prior Credit or Lease Balance (e) \$ N/A (B)

Vehicle 1 \$ N/A Vehicle 2 \$ N/A

C. Total Net Trade-In (A-B) \$ N/A (C)

Vehicle 1 \$ N/A Vehicle 2 \$ N/A

D. Deferred Downpayment Payable to Seller \$ N/A (D)

E. Manufacturer's Rebate \$ N/A (E)

F. Other N/A \$ N/A (F)

G. Other N/A \$ N/A (G)

H. Other N/A \$ N/A (H)

I. Cash, Cash Equivalent, Check, Credit Card, or Debit Card \$ N/A (I)

Total Downpayment (C through I) \$ 0.00 (6)

(If negative, enter zero on line 6 and enter the amount less than zero as a positive number on line 1J and/or 1K above)

7. Amount Financed (5 less 6) \$ 33,803.05 (7)

OPTIONAL DEBT CANCELLATION AGREEMENT OR GUARANTEED ASSET PROTECTION WAIVER. A debt cancellation agreement or guaranteed asset protection waiver (GAP waiver) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy debt cancellation or a GAP waiver, the charge is shown in item 1L of the Itemization of Amount Financed. See your agreement for details on the terms and conditions it provides. It is a part of this contract.

Term N/A Mos. N/A Name of Agreement _____

I want to buy a debt cancellation agreement or GAP waiver.

Buyer Signs N/A

OPTIONAL SERVICE CONTRACT(S) You want to purchase the service contract(s) written with the following company(ies) for the term(s) shown below for the charge(s) shown in item 1L.

I1 Company N/A
Term N/A Mos. or N/A Miles

I2 Company N/A
Term N/A Mos. or N/A Miles

I3 Company N/A
Term N/A Mos. or N/A Miles

I4 Company N/A
Term N/A Mos. or N/A Miles

I5 Company N/A
Term N/A Mos. or N/A Miles

Buyer X N/A

Trade-In Vehicle(s)

1. Vehicle 1
Year N/A Make N/A
Model N/A Odometer N/A
VIN N/A

a. Agreed Value of Property \$ N/A

b. Buyer/Co-Buyer Retained Trade Equity \$ N/A

c. Agreed Value of Property Being Traded-In (a-b) \$ N/A

d. Prior Credit or Lease Balance \$ N/A

e. Net Trade-In (c-d) (must be ≥ 0 for buyer/co-buyer to retain equity) \$ N/A

2. Vehicle 2
Year N/A Make N/A
Model N/A Odometer N/A
VIN N/A

a. Agreed Value of Property \$ N/A

b. Buyer/Co-Buyer Retained Trade Equity \$ N/A

c. Agreed Value of Property Being Traded-In (a-b) \$ N/A

d. Prior Credit or Lease Balance \$ N/A

e. Net Trade-In (c-d) (must be ≥ 0 for buyer/co-buyer to retain equity) \$ N/A

Total Agreed Value of Property Being Traded-In (1c+2c) \$ N/A *

Total Prior Credit or Lease Balance (1d+2d) \$ N/A *

Total Net Trade-In (1e+2e) \$ N/A *

(*See item 6A-6C in the Itemization of Amount Financed)

OPTION: You pay no finance charge if the Amount Financed, item 7, is paid in full on or before N/A, Year N/A.

SELLER'S INITIALS N/A

Lakeside Union School District By: Lisa Davis
Buyer Signs X _____ Co-Buyer Signs X N/A

DEAL NUMBER: 419924; CUSTOMER ID: 108461; STOCK NUMBER: 0231801 R; PCA: YVES3ARB; 323 07/12/23 2:01:01 PM

OTHER IMPORTANT AGREEMENTS

1. FINANCE CHARGE AND PAYMENTS

- a. **How we will figure Finance Charge.** We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed. Seller - Creditor may receive part of the Finance Charge.
- b. **How we will apply payments.** We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose as the law allows.
- c. **How late payments or early payments change what you must pay.** We based the Finance Charge, Total of Payments, and Total Sale Price shown on page 1 of this contract on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. **You may prepay.** You may prepay all or part of the unpaid part of the Amount Financed at any time. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment. As of the date of your payment, if the minimum finance charge is greater than the earned Finance Charge, you may be charged the difference; the minimum finance charge is as follows: (1) \$25 if the original Amount Financed does not exceed \$1,000, (2) \$50 if the original Amount Financed is more than \$1,000 but not more than \$2,000, or (3) \$75 if the original Amount Financed is more than \$2,000.

d. Insurance you must have on the vehicle.

You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. You agree to name us on your insurance policy as loss payee. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the premium for the insurance and a finance charge computed at the Annual Percentage Rate shown on page 1 of this contract or, at our option, the highest rate the law permits. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.

e. What happens to returned insurance, maintenance, service, or other contract charges. If we get a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

a. **You may owe late charges.** You will pay a late charge on each late payment as shown on page 1 of this contract. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.

b. **You may have to pay all you owe at once.** If you break your promises (default), we may demand that you pay all you owe on this contract at once, subject to any right the law gives you to reinstate this contract.

Default means:

- You do not pay any payment on time;
- You give false, incomplete, or misleading information during credit application;
- The vehicle is lost, damaged, or destroyed; or
- You break any agreements in this contract.

The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.

c. **You may have to pay collection costs.** You will pay our reasonable costs to collect what you owe, including attorney fees, court costs, collection agency fees, and fees paid for other reasonable collection efforts. You agree to pay a charge not to exceed \$15 if any check you give to us is dishonored.

d. **We may take the vehicle from you.** If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device (such as GPS), you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you. If you do not ask for these items back, we may dispose of them as the law allows.

e. **How you can get the vehicle back if we take it.** If we repossess the vehicle, you may pay to get it back (redeem). You may redeem the vehicle by paying all you owe, or you may have the right to reinstate this contract and redeem the vehicle by paying past due payments and any late charges, providing proof of insurance, and/or taking other action to cure the default. We will provide you all notices required by law to tell you when and how much to pay and/or what action you must take to redeem the vehicle.

2. YOUR OTHER PROMISES TO US

a. **If the vehicle is damaged, destroyed, or missing.** You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.

GAP LIABILITY NOTICE

In the event of theft or damage to your vehicle that results in a total loss, there may be a gap between the amount you owe under this contract and the proceeds of your insurance settlement and deductible. THIS CONTRACT PROVIDES THAT YOU ARE LIABLE FOR THE GAP AMOUNT. An optional debt cancellation agreement for coverage of the gap amount may be offered for an additional charge.

b. **Using the vehicle.** You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.

c. Security Interest.

You give us a security interest in:

- The vehicle and all parts or goods put on it;
- All money or goods received (proceeds) for the vehicle;
- All insurance, maintenance, service, or other contracts we finance for you; and
- All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.

This secures payment of all you owe on this contract. It also secures your other agreements in this contract as the law allows. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.

Lakeside Union School District BY:

Buyer Signs X

Lisa Davis

Co-Buyer Signs X N/A

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DEAL NUMBER: 410921; CUSTOMER ID: 169461; STOCK NUMBER: C231801 R_PCA_Y553ARB_323 07/12/23 2:01:01 PM

f. **We will sell the vehicle if you do not get it back.** If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle. We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at the Annual Percentage Rate shown on page 1 of this contract, not to exceed the highest rate permitted by law, until you pay.

g. **What we may do about optional insurance, maintenance, service, or other contracts.** This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, you agree that we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

4. WARRANTIES SELLER DISCLAIMS

If you do not get a written warranty, and the Seller does not enter into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.

This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide. If the Seller has sold you a certified used vehicle, the warranty of merchantability is not disclaimed.

5. **Used Car Buyers Guide.** The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

6. SERVICING AND COLLECTION CONTACTS

In consideration of our extension of credit to you, you agree to provide us your contact information for our servicing and collection purposes. You agree that we may use this information to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you. You agree to allow our agents and service providers to contact you as agreed above.

You agree that you will, within a reasonable time, notify us of any change in your contact information.

7. APPLICABLE LAW

Federal law and California law apply to this contract. If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making others.

8. WARRANTIES OF BUYER

You promise you have given true and correct information during your application for credit, and you have no knowledge that will make that information untrue in the future. We have relied on the truth and accuracy of that information in entering into this contract. Upon request, you will provide us with documents and other information necessary to verify any item contained in your credit application.

9. NEGATIVE CREDIT REPORT NOTICE

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

You waive the provisions of Calif. Vehicle Code Section 1808.21 and authorize the California Department of Motor Vehicles to furnish your residence address to us.

CREDIT DISABILITY INSURANCE NOTICE CLAIM PROCEDURE

If you become disabled, you must tell us right away. (You are advised to send this information to the same address to which you are normally required to send your payments, unless a different address or telephone number is given to you in writing by us as the location where we would like to be notified.) We will tell you where to get claim forms. You must send in the completed form to the insurance company as soon as possible and tell us as soon as you do.

If your disability insurance covers all of your missed payment(s), WE CANNOT TRY TO COLLECT WHAT YOU OWE OR FORECLOSE UPON OR REPOSSESS ANY COLLATERAL UNTIL THREE CALENDAR MONTHS AFTER your first missed payment is due or until the insurance company pays or rejects your claim, whichever comes first. We can, however, try to collect, foreclose, or repossess if you have any money due and owing us or are otherwise in default when your disability claim is made or if a senior mortgage or lien holder is foreclosing.

If the insurance company pays the claim within the three calendar months, we must accept the money as though you paid on time. If the insurance company rejects the claim within the three calendar months or accepts the claim within the three calendar months on a partial disability and pays less than for a total disability, you will have 35 days from the date that the rejection or the acceptance of the partial disability claim is sent to pay past due payments, or the difference between the past due payments and what the insurance company pays for the partial disability, plus late charges. You can contact us, and we will tell you how much you owe. After that time, we can take action to collect or foreclose or repossess any collateral you may have given.

If the insurance company accepts your claim but requires that you send in additional forms to remain eligible for continued payments, you should send in these completed additional forms no later than required. If you do not send in these forms on time, the insurance company may stop paying, and we will then be able to take action to collect or foreclose or repossess any collateral you may have given.

DEAL NUMBER: 416921; CUSTOMER ID: 1165461; STOCK NUMBER: C231801 R PCA YY553ARB 323 07/12/23 2:01:01 PM

DocuSigned by:
Lakeside Union School District BY:

Lisa Davis

Buyer Signs X

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Co-Buyer Signs X N/A

DocuSigned by: Lisa Davis
HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to the contract must be in writing and both you and we must sign it. No oral changes are binding.
Buyer Signs X _____ Co-Buyer Signs X _____ N/A

DocuSigned by: Lisa Davis
SELLER'S RIGHT TO CANCEL If Buyer and Co-Buyer sign here, the provisions of the Seller's Right to Cancel section on page 5 of this contract giving the Seller the right to cancel if Seller is unable to assign this contract to a financial institution will apply.
Buyer X _____ Co-Buyer X _____ N/A

THE MINIMUM PUBLIC LIABILITY INSURANCE LIMITS PROVIDED IN LAW MUST BE MET BY EVERY PERSON WHO PURCHASES A VEHICLE. IF YOU ARE UNSURE WHETHER OR NOT YOUR CURRENT INSURANCE POLICY WILL COVER YOUR NEWLY ACQUIRED VEHICLE IN THE EVENT OF AN ACCIDENT, YOU SHOULD CONTACT YOUR INSURANCE AGENT.
WARNING:
YOUR PRESENT POLICY MAY NOT COVER COLLISION DAMAGE OR MAY NOT PROVIDE FOR FULL REPLACEMENT COSTS FOR THE VEHICLE BEING PURCHASED. IF YOU DO NOT HAVE FULL COVERAGE, SUPPLEMENTAL COVERAGE FOR COLLISION DAMAGE MAY BE AVAILABLE TO YOU THROUGH YOUR INSURANCE AGENT OR THROUGH THE SELLING DEALER. HOWEVER, UNLESS OTHERWISE SPECIFIED, THE COVERAGE YOU OBTAIN THROUGH THE DEALER PROTECTS ONLY THE DEALER, USUALLY UP TO THE AMOUNT OF THE UNPAID BALANCE REMAINING AFTER THE VEHICLE HAS BEEN REPOSSESSED AND SOLD.
FOR ADVICE ON THE COVERAGE THAT WILL PROTECT YOU IN THE EVENT OF LOSS OR DAMAGE TO YOUR VEHICLE, YOU SHOULD CONTACT YOUR INSURANCE AGENT.
THE BUYER SHALL SIGN TO ACKNOWLEDGE THAT HE/SHE UNDERSTANDS THESE PUBLIC LIABILITY TERMS AND CONDITIONS.
S/S X _____ X _____ N/A

N/A

Notice to buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time. (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.
If you have a complaint concerning this sale, you should try to resolve it with the seller.
Complaints concerning unfair or deceptive practices or methods by the seller may be referred to the city attorney, the district attorney, or an investigator for the Department of Motor Vehicles, or any combination thereof.
After this contract is signed, the seller may not change the financing or payment terms unless you agree in writing to the change. You do not have to agree to any change, and it is an unfair or deceptive practice for the seller to make a unilateral change.
Buyer Signature X _____ Co-Buyer Signature X _____ N/A

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

THERE IS NO COOLING-OFF PERIOD UNLESS YOU OBTAIN A CONTRACT CANCELLATION OPTION
California law does not provide for a "cooling-off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle. After you sign below, you may only cancel this contract with the agreement of the seller or for legal cause, such as fraud. However, California law does require a seller to offer a two-day contract cancellation option on used vehicles with a purchase price of less than forty thousand dollars (\$40,000), subject to certain statutory conditions. This contract cancellation option requirement does not apply to the sale of a recreational vehicle, a motorcycle, or an off-highway motor vehicle subject to identification under California law. See the vehicle contract cancellation option agreement for details.
YOU AGREE TO THE TERMS OF THIS CONTRACT. YOU CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT. YOU ACKNOWLEDGE THAT YOU HAVE READ ALL PAGES OF THIS CONTRACT, INCLUDING THE ARBITRATION PROVISION ON PAGE 5, BEFORE SIGNING BELOW. YOU CONFIRM THAT YOU RECEIVED A COMPLETELY FILLED-IN COPY WHEN YOU SIGNED IT.

Lakeside Union School District BY: Lisa Davis
Buyer Signature X _____ Date 07/12/2023 Co-Buyer Signature X _____ N/A Date N/A
Buyer Printed Name _____ Co-Buyer Printed Name _____
If the "business" use box is checked in "Primary Use for Which Purchased": Print Name _____ Title _____
Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.
Other Owner Signature X _____ Address N/A

GUARANTY: To induce us to sell the vehicle to Buyer, each person who signs as a Guarantor individually guarantees the payment of this contract. If Buyer fails to pay any money owing on this contract, each Guarantor must pay it when asked. Each Guarantor will be liable for the total amount owing even if other persons also sign as Guarantor, and even if Buyer has a complete defense to Guarantor's demand for reimbursement. Each Guarantor agrees to be liable even if we do one or more of the following: (1) give the Buyer more time to pay one or more payments; (2) give a full or partial release to any other Guarantor; (3) release any security; (4) accept less from the Buyer than the total amount owing; or (5) otherwise reach a settlement relating to this contract or extend the contract. Each Guarantor acknowledges receipt of a completed copy of this contract and guaranty at the time of signing.
Guarantor waives notice of acceptance of this Guaranty, notice of the Buyer's non-payment, non-performance, and default; and notices of the amount owing at any time, and of any demands upon the Buyer.
Guarantor X _____ N/A Date N/A Address N/A
Guarantor X _____ N/A Date N/A Address N/A

Seller Signs KEN GRODY FORD Date 07/12/2023 By X _____ Title FINANCE

Seller assigns its interest in this contract to _____ (Assignee) under the terms of Seller's agreement(s) with Assignee.
 Assigned with recourse Assigned without recourse Assigned with limited recourse
Seller KEN GRODY FORD
By X _____ Title FINANCE

DEAL NUMBER: 416921; CUSTOMER ID: 169461; STOCK NUMBER: C231801; PCA_Y553ARB_323 07/12/23 2:01:01 PM

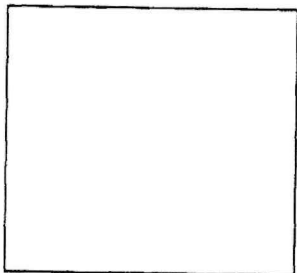
Thumbprint Disclosure / Divulgación de huella digital

Identification of Parties / Identificación de las Partes			
Buyer Name ("you") / Nombre del comprador/arrendatario ("usted") LAKESIDE UNION SCHOOL DISTRICT		Today's Date / Fecha actual 07/12/2023	
Address (Street) / Dirección (calle) 12335 WOODSIDE AVE LAKESIDE, CA 92040	City / Ciudad	State / Estado	Zip / Código postal

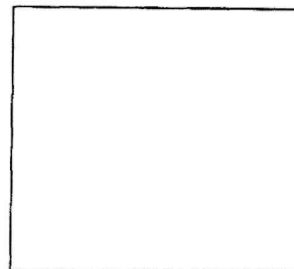
Identification of Vehicle / Identificación del Vehículo				
Year / Año 2023	Make / Marca FORD	Model / Modelo ESCAPE	VIN / NIV 1FMCU0GN5PUA63855	Deal # / Acuerdo # 416920

As part of this dealership's commitment to preventing identity theft, it is our policy to request a thumbprint of each customer who is purchasing a vehicle on credit or leasing a vehicle.

Como parte del compromiso contraído por este concesionario para prevenir el robo de identidades, es nuestra política solicitar la huella digital de cada cliente que compre un vehículo con un préstamo o que lo arriende.



BUYER / COMPRADOR



CO-BUYER / COMPRADOR MANCOMUNADO

The box above contains the buyer/lessee's
El cuadro de arriba contiene el comprador conjunto/arrendatario conjunto:

- Right thumbprint
Huella digital del pulgar derecho
- Other print (specify)
Otra impresión (especificar): _____

The box above contains the co-buyer/co-lessee's
El cuadro de arriba contiene el comprador conjunto/arrendatario conjunto:

- Right thumbprint
Huella digital del pulgar derecho
- Other print (specify)
Otra impresión (especificar): _____

I UNDERSTAND THAT THE ABOVE INFORMATION PROVIDED IS FOR MY PROTECTION AGAINST IDENTITY THEFT. I HEREBY CERTIFY THAT I AM THE PERSON STATED ABOVE BY SIGNING BELOW AND AFFIXING MY THUMBPRINT / FINGERPRINT TO THIS FORM.

ES DE MI CONOCIMIENTO QUE LA INFORMACIÓN PROVEÍDA EN LA PARTE SUPERIOR ES PARA MI PROTECCIÓN EN CONTRA DE ROBO DE IDENTIDAD. POR ESTE MEDIO YO CERTIFICO QUE YO SOY LA PERSONA QUE SE NOMBRA EN LA PARTE SUPERIOR POR MEDIO DE MI FIRMA EN LA PARTE INFERIOR Y AL SUSCRIBIR MI HUELLA DIGITAL DERECHA A ESTA FORMA.

DocuSigned by:
Lisa Davis
Buyer's Signature / Firma del comprador

N/A
Co-Buyer's Signature / Firma del comprador mancomunado

Cell Phone / Número de su celular

Cell Phone / Número de su celular

E-Mail / Correo Electrónico

E-Mail / Correo Electrónico

AGREEMENT TO FURNISH INSURANCE POLICY

(TO BE USED WITH SECURITY AGREEMENT ON SALE OF VEHICLE)

Date 07/12/2023

TO SELLER KEN GRODY FORD

5555 PASEO DEL NORTE/PO BOX 1576 CARLSBAD CA 92008

The undersigned Purchaser(s) agree(s) to furnish his/their own Insurance Policy, covering property which is the subject of a Security Agreement dated this 12TH day of JULY, YR 2023

The vehicle referred to herein is described as follows:

Year	Make	Model	Body	Vehicle Identification No.
<u>2023</u>	<u>FORD</u>	<u>ESCAPE</u>	<u>4DR ACTIVE FW</u>	<u>1FMCU0GN5PUA63855</u>

Such Insurance Policy must be delivered to the Seller within _____ days from the date hereof, and if Seller does not receive such Policy by the time stated, Seller may (but is not required to) procure insurance of the kind and type agreed to be furnished under the terms of the above mentioned Security Agreement.

Ins.Co. _____ Agent _____

ADDRESS OF AGENT - STREET	CITY	STATE	ZIP	AGENT'S PHONE NUMBER

Policy No. _____ Exp. Date _____

Fire & Theft - Additional Coverage - \$ _____ Deductible Comprehensive - \$ _____ Deductible Collision

In the event I fail to furnish a valid insurance policy, or written evidence, from an insurance company for comprehensive and deductible collision insurance coverage, within the time specified from above date, I hereby agree to pay to Seller or its assignees any earned premium for any policy they may have to place for the above described vehicle in accordance with repayment procedures established under California Civil Code Section 2982.8.

I/we further agree to assume forthwith any and all responsibility for damage to the property referred to above or resulting from the use, maintenance or operation thereof, and agree to hold Seller free of any loss, claim, or liability resulting from any damage to said property or from the use, maintenance or operation thereof.

Loss Payee _____

NOTICE TO BUYER: This Agreement does not authorize the ordering of **Public Liability or Property Damage Insurance**.

Any insurance ordered by the financial institution will cover loss of or damage to the above described vehicle only and will not include **Public Liability or Property Damage Insurance**.

"WARNING: IT IS YOUR RESPONSIBILITY UNDER CALIFORNIA LAW TO OBTAIN LIABILITY INSURANCE OR BE SUBJECT TO PENALTIES FOR VIOLATING SECTION 16020 OF THE VEHICLE CODE, WHICH MAY INCLUDE LOSS OF LICENSE OR A FINE. THE INSURANCE ACQUIRED BY THE LIENHOLDER DOES NOT PROVIDE LIABILITY COVERAGE AND DOES NOT SATISFY YOUR RESPONSIBILITY UNDER CALIFORNIA LAW."

LAKESIDE UNION SCHOOL DISTRICT 12335 WOODSIDE AVE LAKESIDE CA 92040

BUYER'S NAME (Printed) _____ ADDRESS _____

(619) 245-5095

HOME PHONE _____ BUSINESS PHONE _____

X Lisa Davis
BUYER'S SIGNATURE

X N/A
CO-BUYER'S SIGNATURE

LAW FORM NO. LAWCA-228RS e REV. 6/13 ©2013 The Reynolds and Reynolds Company
THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO CONTENT OR FITNESS FOR PURPOSE OF THIS FORM. CONSULT YOUR OWN LEGAL COUNSEL.

NUMBER: 416920; CUSTOMER ID: 1165461; STOCK NUMBER: C231800 R_PCA_YLAW228RS_613 07/12/23 1:51

DUE BILL

Service Hours

Service Phone Number (760) 438-9171

Sales Manager GREGORY RYAN

Identification of Parties

Buyer/Lessee Name(s) ("you") LAKESIDE UNION SCHOOL DISTRICT		Phone (619) 245-5095	
Address Street 12335 WOODSIDE AVE	City LAKESIDE	State CA	Zip 92040
Dealership ("dealer") KEN GRODY FORD			Contract Date 07/12/2023
			Salesperson TWEED HAYES

Identification of Vehicle ("Vehicle")

Year 2023	Make FORD	Model ESCAPE	VIN 1FMCU0GN5PUA63855	Stock Number C231800
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Section A: Acknowledgment of Work

You acknowledge that the work described in this Section A, if any, is the only work that you are entitled to have performed at no additional charge. If you request any additional work, dealer will provide you with an estimate of charges for your approval prior to performing the additional work.



- A.1. NOTHING ELSE DUE
- A.2.
- A.3.
- A.4.
- A.5.

Section B: Acknowledgment of Accessories


You acknowledge that the charges for the accessories described in this Section B, if any, were disclosed to you and included in the retail installment sale or lease contract you entered into for the purchase or lease of the Vehicle with your consent. These accessories are the only accessories that you are entitled to have installed at no additional charge. If you request additional accessories, dealer will provide you with an estimate of charges for your approval prior to installation of such accessories.

- B.1.
- B.2.
- B.3.
- B.4.
- B.5.

PLEASE NOTE THAT LOANER CARS WILL NOT BE AVAILABLE WHILE THE WORK/INSTALLATION IS BEING PERFORMED
PLEASE CONTACT OUR SERVICE DEPARTMENT AS SOON AS POSSIBLE TO SCHEDULE AN APPOINTMENT

07/12/2023  Lisa Davis  N/A

Date Buyer's Signature Co-buyer's Signature

07/12/2023  Dealer Representative's Signature

Date

NUMBER: 416920; CUSTOMER ID: 1165461; STOCK NUMBER: C231800 R_PCA_YLAW412Q_713 07/12/23 1:51:

Pre-Contract Disclosure (Retail Installment Sale Contract)

Identification of Parties			
Buyer Name(s) ("you") LAKESIDE UNION SCHOOL DISTRICT		Contract Date 07/12/2023	Buyer's Email towens@lsusd.net
Address: Street 12335 WOODSIDE AVE		City LAKESIDE	State CA
		Zip 92040	Buyer's Telephone (619) 245-5095
Dealership KEN GRODY FORD		Dealer's Telephone (760) 438-9171	
Identification of Vehicle ("Vehicle")			
Year 2023	Make FORD	Model ESCAPE	VIN 1FMCU0GN5PUA63855

Optional Goods and Services

The following goods and services are NOT required as a condition to obtaining financing terms for the purchase of the Vehicle.

<input type="checkbox"/> Optional Theft Deterrent Device(s):		
(1) N/A	\$	N/A
(2) N/A	\$	N/A
(3) N/A	\$	N/A
<input type="checkbox"/> Optional Surface Protection Product(s):		
(1) N/A	\$	N/A
(2) N/A	\$	N/A
<input type="checkbox"/> Optional Service Contract(s):		
(1) N/A	\$	N/A
(2) N/A	\$	N/A
(3) N/A	\$	N/A
(4) N/A	\$	N/A
(5) N/A	\$	N/A
<input type="checkbox"/> Optional Debt Cancellation Agreement or Guaranteed Asset Protection Waiver: N/A	\$	N/A
<input type="checkbox"/> Optional Vehicle Contract Cancellation Option Agreement: N/A	\$	N/A
<input type="checkbox"/> Optional Insurance Product: N/A	\$	N/A
Total		\$ N/A

Installment Payment EXCLUDING Listed Items: \$ 33803.05
 Installment Payment INCLUDING Listed Items: \$ 33803.05

THE ABOVE INSTALLMENT PAYMENTS INCLUDE THE ITEMS DESCRIBED ABOVE, THE PRICE OF THE VEHICLE, GOVERNMENT FEES AND TAXES, FINANCE CHARGES, AND THE ADDITIONAL CHARGES SHOWN BELOW.

Other Goods, Services and Miscellaneous Charges					
Cash Price of Additional Accessories	\$	N/A	Emissions Testing Charge	\$	N/A
Other (Nontaxable)	\$	N/A	Prior Credit or Lease Balance	\$	N/A
N/A	\$	N/A	Other (to whom paid) N/A	\$	N/A
N/A	\$	N/A	For: N/A		
EV Charging Station	\$	N/A	Other (to whom paid) N/A	\$	N/A
Electronic Vehicle Registration or Transfer Charge	\$	33.00	For: N/A		
Document Processing Charge	\$	80.00			

- By signing below, you acknowledge:
- All of the charges described above will be included in the retail installment sale contract accompanying the purchase of the Vehicle.
 - This document was presented to you prior to signing the retail installment sale contract and you consent to including all the above charges in the retail installment sale contract.
 - The goods and services are NOT required as a condition to obtaining financing terms for the purchase of the Vehicle.

07/12/2023 Date
 Buyer's Signature Lisa Davis DocuSigned by: 8F8F185B2372491...
 Co-Buyer's Signature N/A

DEAL NUMBER: 416920; CUSTOMER ID: 1166461; STOCK NUMBER: C231800 R_PCA_YLLAWPCD_323 07/12/23 1:51:56 PM

LAW 553-CA-ARB-eps 3/23

RETAIL INSTALLMENT SALE CONTRACT – SIMPLE FINANCE CHARGE (WITH ARBITRATION PROVISION)

Buyer Name and Address (Including County and Zip Code) LAKESIDE UNION SCHOOL DISTRICT 12335 WOODSIDE AVE LAKESIDE CA 92040 COUNTY: SAN DIEGO Cell: N/A Email: towens@lsusd.net	Co-Buyer Name and Address (Including County and Zip Code) N/A Cell: N/A Email: N/A	Seller-Creditor (Name and Address) KEN GRODY FORD 5555 PASEO DEL NORTE/PO BOX 1576 CARLSBAD CA 92008
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You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements in this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New/Used	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
NEW	2023	FORD ESCAPE	16	1FMCU0GN5PUA63855	Personal, family, or household unless otherwise indicated below <input checked="" type="checkbox"/> business or commercial

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your down payment of
0.00 %	\$ 0.00 (e)	\$ 33,803.05 (e)	\$ 33,803.05 (e)	\$ 0.00 is
(e) means an estimate				

STATEMENT OF INSURANCE		
NOTICE. No person is required as a condition of financing the purchase of a motor vehicle to purchase or negotiate any insurance through a particular insurance company, agent or broker. You are not required to buy any other insurance to obtain credit. Your decision to buy or not buy other insurance will not be a factor in the credit approval process.		
Vehicle Insurance		
	Term	Premium
\$ N/A Ded. Comp., Fire & Theft	N/A Mos.	\$ N/A
\$ N/A Ded. Collision	N/A Mos.	\$ N/A
Bodily Injury \$ N/A Limits	N/A Mos.	\$ N/A
Property Damage \$ N/A Limits	N/A Mos.	\$ N/A
Medical N/A	N/A Mos.	\$ N/A
N/A	N/A Mos.	\$ N/A
Total Vehicle Insurance Premiums		\$ N/A

YOUR PAYMENT SCHEDULE WILL BE:		
Number of Payments:	Amount of Payments:	When Payments Are Due:
One Payment of	\$ N/A	N/A
One Payment of	\$ N/A	N/A
One Payment of	\$ N/A	N/A
1	\$ 33803.05	CASH DEAL beginning 07/12/2023
N/A	\$ N/A	N/A
One final payment	\$ N/A	N/A

UNLESS A CHARGE IS INCLUDED IN THIS AGREEMENT FOR PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE, PAYMENT FOR SUCH COVERAGE IS NOT PROVIDED BY THIS AGREEMENT.

You may buy the physical damage insurance this contract requires from anyone you choose who is acceptable to us. You may also provide the physical damage insurance through an existing policy owned or controlled by you that is acceptable to us. You are not required to buy any other insurance to obtain credit.

Lakeside Union School District BY:

Buyer X _____

Co-Buyer X N/A

Seller X *[Signature]*

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late. Prepayment. If you pay early, you may be charged a minimum finance charge. Security Interest. You are giving a security interest in the vehicle being purchased. Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, minimum finance charges, and security interest.

Trade-In Payoff Agreement: Seller relied on information from you and/or the lienholder or lessor of your trade-in vehicle(s) to arrive at the payoff amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s). You understand that the amount quoted is an estimate. Seller agrees to pay the payoff amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s) to the lienholder or lessor of the trade-in vehicle(s), or its designee. If the actual payoff amount is more than the amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s), you must pay the Seller the excess on demand. If the actual payoff amount is less than the amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s), Seller will refund to you any overage Seller receives from your prior lienholder or lessor. Except as stated in the "NOTICE" on page 5 of this contract, any assignee of this contract will not be obligated to pay the Prior Credit or Lease Balance shown in Trade-In Vehicle(s) or any refund. You agree to sign or provide any documents Seller reasonably requires to effect the transfer of the Trade-In Vehicle to Seller or its designee.

Buyer Signature X N/A Co-Buyer Signature X N/A

AUTO BROKER FEE DISCLOSURE

If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker from us unless the following box is checked:

Name of autobroker receiving fee, if applicable: N/A

Agreement to Arbitrate: By signing below, you agree that, pursuant to the Arbitration Provision on page 5 of this contract, you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. See the Arbitration Provision for additional information concerning the agreement to arbitrate.

Lakeside Union School District BY:

Buyer Signs X _____ Co-Buyer Signs X N/A

DocuSigned by:
 Lakeside Union School District BY:
 Buyer Signs X *[Signature]* _____ Co-Buyer Signs X N/A

DEAL NUMBER: 416920, CUSTOMER ID: 1159461, STOCK NUMBER: C231800 R, PCA, Y553ARB, 323 07/12/23 1:53:36 PM

ITEMIZATION OF THE AMOUNT FINANCED (Seller may keep part of the amounts paid to others.)

1. Total Cash Price

A. Cash Price of Motor Vehicle and Accessories

1. Cash Price Vehicle \$ 30,840.00 (A)

2. Cash Price Accessories \$ N/A

3. Other (Nontaxable) Describe N/A \$ N/A

4. Other (Nontaxable) Describe N/A \$ N/A

B. Document Processing Charge (not a governmental fee) \$ 80.00 (B)

C. Emissions Testing Charge (not a governmental fee) \$ N/A (C)

D. (Optional) Theft Deterrent Device(s)

1. (paid to) N/A \$ N/A (D1)

2. (paid to) N/A \$ N/A (D2)

3. (paid to) N/A \$ N/A (D3)

E. (Optional) Surface Protection Product(s)

1. (paid to) N/A \$ N/A (E1)

2. (paid to) N/A \$ N/A (E2)

F. EV Charging Station (paid to) N/A \$ N/A (F)

G. Sales Tax (on taxable items in A through F) \$ 2,396.30 (G)

H. Electronic Vehicle Registration or Transfer Charge (not a governmental fee) (paid to) M.V.S.C \$ 33.00 (H)

I. (Optional) Service Contract(s)

1. (paid to) N/A \$ N/A (I1)

2. (paid to) N/A \$ N/A (I2)

3. (paid to) N/A \$ N/A (I3)

4. (paid to) N/A \$ N/A (I4)

5. (paid to) N/A \$ N/A (I5)

J. Prior Credit or Lease Balance (e) paid by Seller to N/A (see downpayment and trade-in calculation) \$ N/A (J)

K. Prior Credit or Lease Balance (e) paid by Seller to N/A (see downpayment and trade-in calculation) \$ N/A (K)

L. (Optional) Debt Cancellation Agreement or Guaranteed Asset Protection Waiver N/A \$ N/A (L)

M. (Optional) Used Vehicle Contract Cancellation Option Agreement \$ N/A (M)

N. Other paid to N/A For N/A \$ N/A (N)

O. Other paid to N/A For N/A \$ N/A (O)

Total Cash Price (A through O) $\text{pick}(\text{LY}, \text{Buy}, \text{Tax3Local} > 0, \text{N/A}, \{\text{fPrompt}_15\})$ \$ 33,349.30 (1)

2. Amounts Paid to Public Officials

A. Vehicle License Fees ESTIMATED \$ 201.00 (A)

B. Registration/Transfer/Titling Fees ESTIMATED \$ 244.00 (B)

C. California Tire Fees \$ 8.75 (C)

D. Other N/A \$ N/A (D)

Total Official Fees (A through D) \$ 453.75 (2)

3. Amount Paid to Insurance Companies (Total premiums from Statement of Insurance) \$ N/A (3)

4. State Emissions Certification Fee or State Emissions Exemption Fee \$ N/A (4)

5. Subtotal (1 through 4) \$ 33,803.05 (5)

6. Total Downpayment

A. Total Agreed Value of Property Being Traded-In (see Trade-In Vehicle(s)) \$ N/A (A)

Vehicle 1 \$ N/A Vehicle 2 \$ N/A

B. Total Less Prior Credit or Lease Balance (e) \$ N/A (B)

Vehicle 1 \$ N/A Vehicle 2 \$ N/A

C. Total Net Trade-In (A-B) \$ N/A (C)

Vehicle 1 \$ N/A Vehicle 2 \$ N/A

D. Deferred Downpayment Payable to Seller \$ N/A (D)

E. Manufacturer's Rebate \$ N/A (E)

F. Other N/A \$ N/A (F)

G. Other N/A \$ N/A (G)

H. Other N/A \$ N/A (H)

I. Cash, Cash Equivalent, Check, Credit Card, or Debit Card \$ N/A (I)

Total Downpayment (C through I) \$ 0.00 (6)

(If negative, enter zero on line 6 and enter the amount less than zero as a positive number on line 1J and/or 1K above)

7. Amount Financed (5 less 6) \$ 33,803.05 (7)

DocuSigned by:

OPTIONAL DEBT CANCELLATION AGREEMENT OR GUARANTEED ASSET PROTECTION WAIVER. A debt cancellation agreement or guaranteed asset protection waiver (GAP waiver) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy debt cancellation or a GAP waiver, the charge is shown in item 1L of the Itemization of Amount Financed. See your agreement for details on the terms and conditions it provides. It is a part of this contract.

Term N/A Mos. N/A

Name of Agreement

I want to buy a debt cancellation agreement or GAP waiver.

Buyer Signs X N/A

OPTIONAL SERVICE CONTRACT(S) You want to purchase the service contract(s) written with the following company(ies) for the term(s) shown below for the charge(s) shown in item 1I.

I1 Company N/A

Term N/A Mos. or N/A Miles

I2 Company N/A

Term N/A Mos. or N/A Miles

I3 Company N/A

Term N/A Mos. or N/A Miles

I4 Company N/A

Term N/A Mos. or N/A Miles

I5 Company N/A

Term N/A Mos. or N/A Miles

Buyer X N/A

Trade-In Vehicle(s)

1. Vehicle 1

Year N/A Make N/A

Model N/A Odometer N/A

VIN N/A

a. Agreed Value of Property \$ N/A

b. Buyer/Co-Buyer Retained Trade Equity \$ N/A

c. Agreed Value of Property Being Traded-In (a-b) \$ N/A

d. Prior Credit or Lease Balance \$ N/A

e. Net Trade-In (c-d) (must be ≥ 0 for buyer/co-buyer to retain equity) \$ N/A

2. Vehicle 2

Year N/A Make N/A

Model N/A Odometer N/A

VIN N/A

a. Agreed Value of Property \$ N/A

b. Buyer/Co-Buyer Retained Trade Equity \$ N/A

c. Agreed Value of Property Being Traded-In (a-b) \$ N/A

d. Prior Credit or Lease Balance \$ N/A

e. Net Trade-In (c-d) (must be ≥ 0 for buyer/co-buyer to retain equity) \$ N/A

Total Agreed Value of Property

Being Traded-In (1c+2c) \$ N/A *

Total Prior Credit or Lease Balance (1d+2d) \$ N/A *

Total Net Trade-In (1e+2e) \$ N/A *

(*See item 6A-6C in the Itemization of Amount Financed)

OPTION: You pay no finance charge if the Amount Financed, item 7, is paid in full on or before N/A, Year N/A.

SELLER'S INITIALS N/A

DEAL NUMBER: 416920; CUSTOMER ID: 4169461; STOCK NUMBER: C231800 R; PCA_YV553ARB_323 07/12/23 1:53:36 PM

Lakeside Union School District By: Lisa Davis

Buyer Signs X BE8E185B2372491 Co-Buyer Signs X N/A

f. **We will sell the vehicle if you do not get it back.** If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle. We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at the Annual Percentage Rate shown on page 1 of this contract, not to exceed the highest rate permitted by law, until you pay.

g. **What we may do about optional insurance, maintenance, service, or other contracts.** This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, you agree that we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

4. WARRANTIES SELLER DISCLAIMS

If you do not get a written warranty, and the Seller does not enter into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.

This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide. If the Seller has sold you a certified used vehicle, the warranty of merchantability is not disclaimed.

5. **Used Car Buyers Guide.** The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

6. SERVICING AND COLLECTION CONTACTS

In consideration of our extension of credit to you, you agree to provide us your contact information for our servicing and collection purposes. You agree that we may use this information to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you. You agree to allow our agents and service providers to contact you as agreed above.

You agree that you will, within a reasonable time, notify us of any change in your contact information.

7. APPLICABLE LAW

Federal law and California law apply to this contract. If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

8. WARRANTIES OF BUYER

You promise you have given true and correct information during your application for credit, and you have no knowledge that will make that information untrue in the future. We have relied on the truth and accuracy of that information in entering into this contract. Upon request, you will provide us with documents and other information necessary to verify any item contained in your credit application.

9. NEGATIVE CREDIT REPORT NOTICE

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

You waive the provisions of Calif. Vehicle Code Section 1808.21 and authorize the California Department of Motor Vehicles to furnish your residence address to us.

**CREDIT DISABILITY INSURANCE NOTICE
CLAIM PROCEDURE**

If you become disabled, you must tell us right away. (You are advised to send this information to the same address to which you are normally required to send your payments, unless a different address or telephone number is given to you in writing by us as the location where we would like to be notified.) We will tell you where to get claim forms. You must send in the completed form to the insurance company as soon as possible and tell us as soon as you do.

If your disability insurance covers all of your missed payment(s), WE CANNOT TRY TO COLLECT WHAT YOU OWE OR FORECLOSE UPON OR REPOSSESS ANY COLLATERAL UNTIL THREE CALENDAR MONTHS AFTER your first missed payment is due or until the insurance company pays or rejects your claim, whichever comes first. We can, however, try to collect, foreclose, or repossess if you have any money due and owing us or are otherwise in default when your disability claim is made or if a senior mortgage or lien holder is foreclosing.

If the insurance company pays the claim within the three calendar months, we must accept the money as though you paid on time. If the insurance company rejects the claim within the three calendar months or accepts the claim within the three calendar months on a partial disability and pays less than for a total disability, you will have 35 days from the date that the rejection or the acceptance of the partial disability claim is sent to pay past due payments, or the difference between the past due payments and what the insurance company pays for the partial disability, plus late charges. You can contact us, and we will tell you how much you owe. After that time, we can take action to collect or foreclose or repossess any collateral you may have given.

If the insurance company accepts your claim but requires that you send in additional forms to remain eligible for continued payments, you should send in these completed additional forms no later than required. If you do not send in these forms on time, the insurance company may stop paying, and we will then be able to take action to collect or foreclose or repossess any collateral you may have given.

DEAL NUMBER: 416929; CUSTOMER ID: 169461; STOCK NUMBER: C231800 R PCA_Y553ARB_323 07/12/23 1:53:36 PM

DocuSigned by:
Lakeside Union School District BY:
Buyer Signs X *Usa Davis*

Co-Buyer Signs X N/A

DocuSigned by: Isa Davis
HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to the contract must be in writing and both you and we must sign it. No oral changes are binding.
Buyer Signs X Lakeside Union School District BY: _____ Co-Buyer Signs X N/A

DocuSigned by: Isa Davis
SELLER'S RIGHT TO CANCEL. If Buyer and Co-Buyer sign here, the provisions of the Seller's Right to Cancel section on page 5 of this contract giving the Seller the right to cancel if Seller is unable to assign this contract to a financing institution will apply.
Buyer X Lakeside Union School District BY: _____ Co-Buyer X N/A

THE MINIMUM PUBLIC LIABILITY INSURANCE LIMITS PROVIDED IN LAW MUST BE MET BY EVERY PERSON WHO PURCHASES A VEHICLE. IF YOU ARE UNSURE WHETHER OR NOT YOUR CURRENT INSURANCE POLICY WILL COVER YOUR NEWLY ACQUIRED VEHICLE IN THE EVENT OF AN ACCIDENT, YOU SHOULD CONTACT YOUR INSURANCE AGENT.
WARNING:
YOUR PRESENT POLICY MAY NOT COVER COLLISION DAMAGE OR MAY NOT PROVIDE FOR FULL REPLACEMENT COSTS FOR THE VEHICLE BEING PURCHASED. IF YOU DO NOT HAVE FULL COVERAGE, SUPPLEMENTAL COVERAGE FOR COLLISION DAMAGE MAY BE AVAILABLE TO YOU THROUGH YOUR INSURANCE AGENT OR THROUGH THE SELLING DEALER. HOWEVER, UNLESS OTHERWISE SPECIFIED, THE COVERAGE YOU OBTAIN THROUGH THE DEALER PROTECTS ONLY THE DEALER, USUALLY UP TO THE AMOUNT OF THE UNPAID BALANCE REMAINING AFTER THE VEHICLE HAS BEEN REPOSSESSED AND SOLD.
FOR ADVICE ON FULL COVERAGE THAT WILL PROTECT YOU IN THE EVENT OF LOSS OR DAMAGE TO YOUR VEHICLE, YOU SHOULD CONTACT YOUR INSURANCE AGENT.
THE BUYER SHALL SIGN TO ACKNOWLEDGE THAT HE/SHE UNDERSTANDS THESE PUBLIC LIABILITY TERMS AND CONDITIONS.
S/S X Lakeside Union School District BY: _____ X _____ N/A

N/A

Notice to buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time. (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.
If you have a complaint concerning this sale, you should try to resolve it with the seller.
Complaints concerning unfair or deceptive practices or methods by the seller may be referred to the city attorney, the district attorney, or an investigator for the Department of Motor Vehicles, or any combination thereof. After this contract is signed, the seller may not change the financing or payment terms unless you agree in writing to the change. You do not have to agree to any change, and it is an unfair or deceptive practice for the seller to make a unilateral change.
Buyer Signature X Isa Davis Co-Buyer Signature X N/A

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

THERE IS NO COOLING-OFF PERIOD UNLESS YOU OBTAIN A CONTRACT CANCELLATION OPTION
California law does not provide for a "cooling-off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle. After you sign below, you may only cancel this contract with the agreement of the seller or for legal cause, such as fraud. However, California law does require a seller to offer a two-day contract cancellation option on used vehicles with a purchase price of less than forty thousand dollars (\$40,000), subject to certain statutory conditions. This contract cancellation option requirement does not apply to the sale of a recreational vehicle, a motorcycle, or an off-highway motor vehicle subject to identification under California law. See the vehicle contract cancellation option agreement for details.
YOU AGREE TO THE TERMS OF THIS CONTRACT. YOU CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT. YOU ACKNOWLEDGE THAT YOU HAVE READ ALL PAGES OF THIS CONTRACT, INCLUDING THE ARBITRATION PROVISION ON PAGE 5, BEFORE SIGNING BELOW. YOU CONFIRM THAT YOU RECEIVED A COMPLETELY FILLED-IN COPY WHEN YOU SIGNED IT.

Lakeside Union School District BY: Isa Davis Date 07/12/2023 Co-Buyer Signature X N/A Date N/A
Buyer Printed Name LAKESIDE UNION SCHOOL DISTRICT Co-Buyer Printed Name N/A
If the "business" use box is checked in "Primary Use for Which Purchased": Print Name _____ Title _____
Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.
Other Owner Signature X N/A Address N/A

GUARANTY: To induce us to sell the vehicle to Buyer, each person who signs as a Guarantor individually guarantees the payment of this contract. If Buyer fails to pay any money owing on this contract, each Guarantor must pay it when asked. Each Guarantor will be liable for the total amount owing even if other persons also sign as Guarantor, and even if Buyer has a complete defense to Guarantor's demand for reimbursement. Each Guarantor agrees to be liable even if we do one or more of the following: (1) give the Buyer more time to pay one or more payments; (2) give a full or partial release to any other Guarantor; (3) release any security; (4) accept less from the Buyer than the total amount owing; or (5) otherwise reach a settlement relating to this contract or extend the contract. Each Guarantor acknowledges receipt of a completed copy of this contract and guaranty at the time of signing.
Guarantor waives notice of acceptance of this Guaranty, notice of the Buyer's non-payment, non-performance, and default; and notices of the amount owing at any time, and of any demands upon the Buyer.
Guarantor X N/A Date N/A Guarantor X N/A Date N/A
Address N/A Address N/A

Seller Signs KEN GRODY FORD Date 07/12/2023 By X [Signature] Title FINANCE

Seller assigns its interest in this contract to _____ (Assignee) under the terms of Seller's agreement(s) with Assignee.
 Assigned with recourse Assigned without recourse Assigned with limited recourse
Seller KEN GRODY FORD
By X [Signature] Title FINANCE

DEAL NUMBER: 419920; CUSTOMER ID: 103461; STOCK NUMBER: C231800; PCA: Y553ARB_323 07/12/23 1:53:36 PM

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: August 10, 2023

Agenda Item:

Approve the Fourth Amendment to Master Agreement for Architectural Services with AlphaStudio Design Group to add to scope of work.

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

The Board of Trustees approved the Master Agreement for Architectural Services with AlphaStudio Design Group on February 14, 2019. There are five additional proposals for design and architectural services for the District. These include the Phase 1: Information Technology for the infrastructure of the District, Tierra Del Sol Middle School Fencing and Access Control, Lakeside Farms Elementary ESS Relocatable classroom, Lakeview Elementary ESS Relocatable classroom, Winter Gardens Elementary Kindergarten Relocatable classroom.

Fiscal Impact (Cost):

\$234,700 (including an allowance for changes of \$14,500)

Funding Source:

General Fund, ELOP

Addresses Emphasis Goal(s):

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

Recommended Action:

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

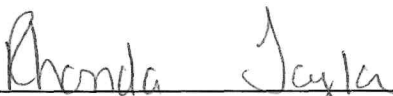
Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Lisa Davis, Assistant Superintendent



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member _____

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

THIS FOURTH AMENDMENT ("Fourth Amendment") is made and entered into this 11th day of August, 2023 by and between the **LAKESIDE UNION SCHOOL DISTRICT**, (hereinafter referred to as the "District"), and **Architects Gallegos + Eckle, Inc. DBA AlphaStudio Design Group** (hereinafter referred to as "Architect").

RECITALS

WHEREAS, on or about **February 14, 2019**, the District and Architect entered into a Master Agreement For Architectural Services (the "Agreement") with Architect for provision of architectural services on the District-Wide Bond Program (collectively, the "Project"), with work to be assigned to Architect upon mutual written amendment to the Agreement as specific architectural work for specific components of the Project; and

WHEREAS, the District has now identified the need for architectural services pursuant to the Agreement for the following component(s) of the Project: Architectural Services for a New Technology Department Relocatable Building and Parking Lot and Architectural Services for the Next Phase of the Central Kitchen Improvements.

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

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

AGREEMENT

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

Amendment Terms.

1. The Agreement is hereby amended as follows:
 - a. The Parties have agreed that the scope of work for the design services for the assigned component(s) of the Project shall be as described in Exhibit "A," all such design services shall at all times be fully compliant with all terms and conditions of the original Agreement, including, but not limited to the standard requirements for design services set forth therein.
 - b. The Architect's compensation shall be a flat not-to-exceed fee of **TWO HUNDRED TWENTY THOUSAND TWO HUNDRED DOLLARS AND ZERO CENTS (\$220,200.00)**, plus an allowance of **FOURTEEN THOUSAND FIVE HUNDRED AND ZERO CENTS**

(\$14,500.00) for reimbursables and additional services, for a total not to exceed fee of **TWO HUNDRED THIRTY FOUR THOUSAND SEVEN HUNDRED DOLLARS AND ZERO CENTS (\$234,700.00)**.

2. This Fourth Amendment shall only be effective upon the execution by both the District and Architect.
3. This Fourth Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute on and the same instrument.
4. This Fourth Amendment shall affect only the items specifically set forth herein, and all other terms and conditions of the original Agreement shall remain in full force and effect.

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

LAKESIDE UNION SCHOOL DISTRICT

ALPHA STUDIO DESIGN GROUP

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT A

SCOPE OF SERVICES

1. PROPOSAL FOR ARCHITECTURAL SERVICES DISTRICT INFORMATION TECHNOLOGY (IT) STUDY PHASE 1

Phase 1 services related to a districtwide study for the information technology system. Phase 1 findings and recommendations will be presented to the District for review and discussion to form a basis of design to be utilized as a guideline for districtwide application. Once the IT system parameters are established, it is anticipated that these will be applied in a Phase 2 of the study, which will address all sites and distribution throughout the District. Phase 2 services will be presented in a future proposal once all parameters are known.

Fee: \$10,000

2. PROPOSAL FOR ARCHITECTURAL SERVICES TIERRA DEL SOL MS FENCING & ACCESS CONTROL

- Proposed Total Design Services Fee, Inclusive of Construction Administration Services
- Scope to include the placement of new 6' high campus perimeter fencing and gates to fully enclose the site.
- Fencing will be a combination of standard galvanized chain link along the east and south perimeters and black vinyl chain link at the southwest perimeter. Steel ornamental fencing will be provided along the parking lot at the campus front to enclose areas of student use and classroom access.
- The existing fencing will be removed where new fencing is to be provided.
- Modification and reconfiguration of the existing front entry gates will occur based on the new entry fence and public access configuration.
- New entry gates with an access control system will be provided. Access control will consist of a video / call station with remote electronic release of the gate hardware from the main office.
- Scope will include all related electrical power and low voltage/data for the access control.

Fee: \$ 26,525

3. PROPOSAL FOR ARCHITECTURAL SERVICES LAKESIDE FARMS ES ESS RELO

- Proposed Total Design Services Fee, Inclusive of Construction Administration Services
- Scope to include the placement of one new 48' x 40' relocatable classroom building for the ESS program on campus.
- Placement of the new building will occur at the northwest corner of the Kindergarten play yard area, facing Lakeside Avenue.
- The existing play yard swings, which occur in the new building footprint, will be displaced and will be relocated to the south.

- The new ESS building will include a classroom area, kitchen area, 2 single occupant restrooms, and an office. The new building plans will be provided by a relocatable manufacturer fully engineered.
- The new building will be placed on a concrete foundation system. Minor grading is anticipated.
- Work will include associated site improvements for paving and accessibility.
- Scope will include electrical power, low voltage / data, security, and fire alarm.

Fee: \$ 65,185

4. PROPOSAL FOR ARCHITECTURAL SERVICES LAKEVIEW ES ESS RELO

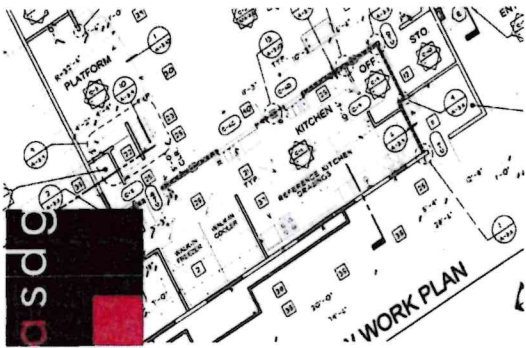
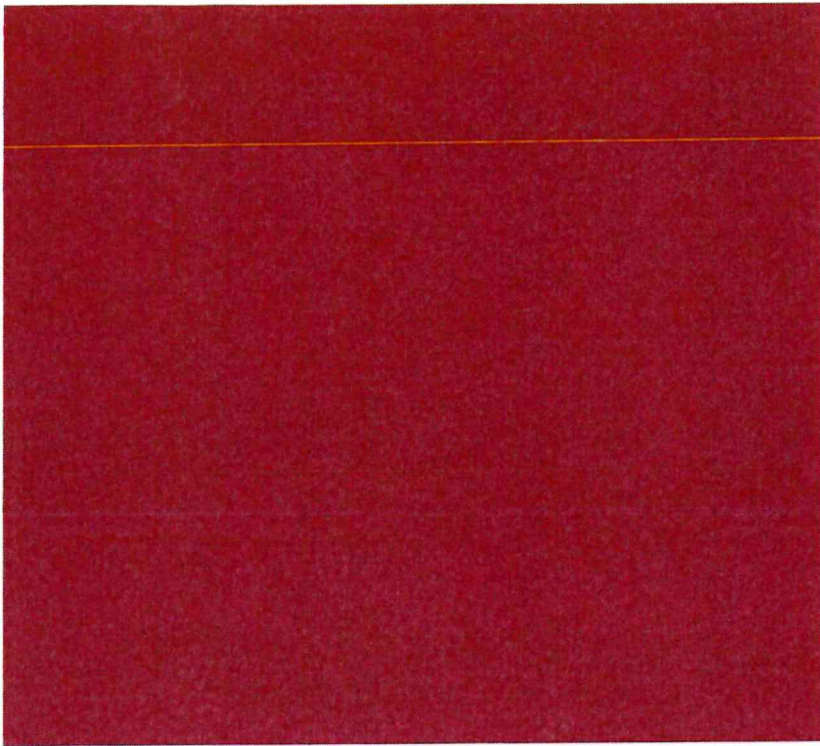
- Proposed Total Design Services Fee, Inclusive of Construction Administration Services
- Scope to include the placement of one new 48' x 40' relocatable classroom building for the ESS program on campus.
- The new building will be placed at the approximate location of the existing 40' x 36' building. The existing building will be demolished and removed from the site.
- The new ESS building will include a classroom area, kitchen area, 2 single occupant restrooms, and an office. The new building plans will be provided by a relocatable manufacturer fully engineered.
- The new building will be placed on a concrete foundation system. Minor grading is anticipated.
- Work will include associated site improvements for paving and accessibility.
- Scope will include electrical power, low voltage / data, security, and fire alarm.

Fee: \$ 58,950

5. PROPOSAL FOR ARCHITECTURAL SERVICES WINTER GARDENS ES KINDERGARTEN IMPROVEMENTS

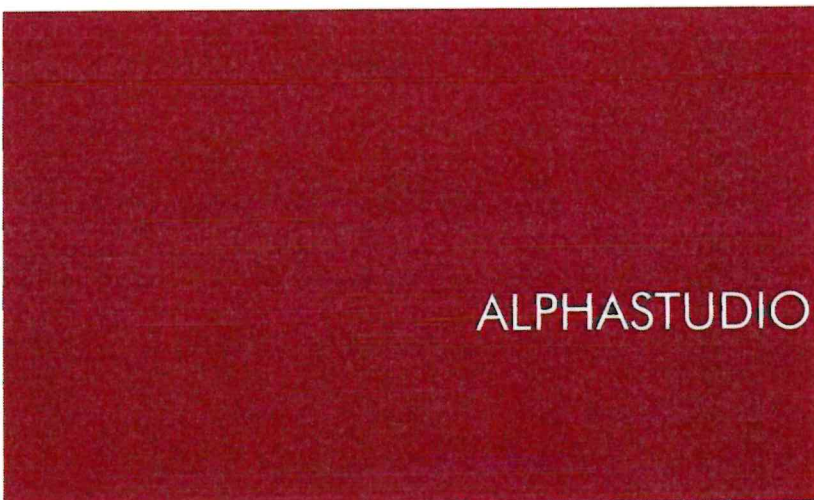
- Proposed Total Design Services Fee, Inclusive of Construction Administration Services
- Scope to include the removal of the existing 36' x 40' relocatable classroom/restroom building at the northeast corner of the Kindergarten wing.
- Placement of a 24' x 40' District owned and stockpiled relocatable classroom will occur where the building is removed.
- The 24' x 40' classroom will be remodeled, including a sink cabinet with drinking fountain, repair of the floor plywood, new carpet, new ceilings, and new roofing.
- Placement of a 12' x 40' District owned and stockpiled relocatable building module will occur at the north side of the Kindergarten area to be used as a restroom building.
- The 12' x 40' building will be fully remodeled to provide separate girl's and boy's restrooms. Design will take into consideration sightlines at the entry doors.
- The new buildings will be placed on raised wood foundation systems. Minor grading is anticipated.
- New pavement will be provided under the buildings.
- Work will include associated site improvements for paving and accessibility.
- Scope will include plumbing, mechanical exhaust at restroom building, electrical power, low voltage / data, security, and fire alarm.

Fee: \$ 74,040



PROPOSAL FOR ARCHITECTURAL SERVICES DISTRICT INFORMATION TECHNOLOGY (IT) STUDY PHASE 1

Lakeside Union School District



ALPHASTUDIO DESIGN GROUP

June 9, 2023

Lakeside Union School District
12335 Woodside Avenue
Lakeside, California 92040

Attn: Todd Owens, Director M&O, Transportation, and Facilities
Re: Proposal – Architectural Services
District Information Technology (IT) Study – Phase 1

AlphaStudio Design Group is very pleased to have this opportunity to present this proposal for your consideration to provide electrical engineering services to conduct a study of the District's information technology system.

This proposal includes the following:

- Phase 1 services related to a districtwide study for the information technology system. Phase 1 findings and recommendations will be presented to the District for review and discussion to form a basis of design to be utilized as a guideline for districtwide application. Once the IT system parameters are established, it is anticipated that these will be applied in a Phase 2 of the study, which will address all sites and distribution throughout the District. Phase 2 services will be presented in a future proposal once all parameters are known.

This proposal is based on the following parameters:

- Provide facility assessment of (2) existing campus IT/Technology installed infrastructure, to include a site investigation of the existing campus IT systems, and review of existing as-built documents. The purpose is to get an understanding of typical district installations to determine how to make future improvements.
- Provide a written analysis of the existing campus systems and recommendations to make changes to accommodate the future IT upgrades and building modernizations or expansion projects.
- Provide written IT guidelines to be used by the district for future planning and standardization.
- No design drawings will be required for the study.
- Deliverables will include a PDF copy of final report.

The following tasks are anticipated:

- Conduct a visual survey to document existing conditions and review existing record documents;
- Progress meetings with the District as required to review findings, discuss system parameters, and formulate guidelines;
- Summarization meeting to present final draft of report.

PROPOSED DESIGN FEE

AlphaStudio Design Group proposes the following *stipulated sum fixed fee* for architectural / engineering services per the Lakeside Union School District Master Agreement for Architectural Services as follows:

Services Provided	Fee
Architectural Services: Management and Coordination	\$1,000
Consultant Services: Electrical Engineering – Johnson Consulting Engineers	\$8,500
<i>Sub-Total Architectural/Engineering Services</i>	<i>\$9,500</i>
Reimbursable Expense – Reproduction & Copying (Estimate) Actual Cost + 5%	\$500
Total Design Fees	\$10,000

This fee would encompass standard consultant fees anticipated for the completion of the project.

Geotechnical reports, environmental studies, testing & inspection services, site boundary surveys, and review / approval fees are not included in the fee basis as these are typically contracted separately by the School District.


Reimbursable Expense

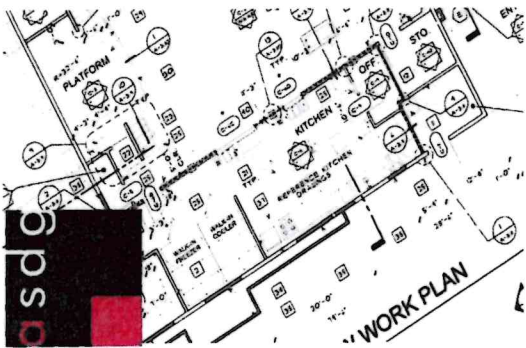
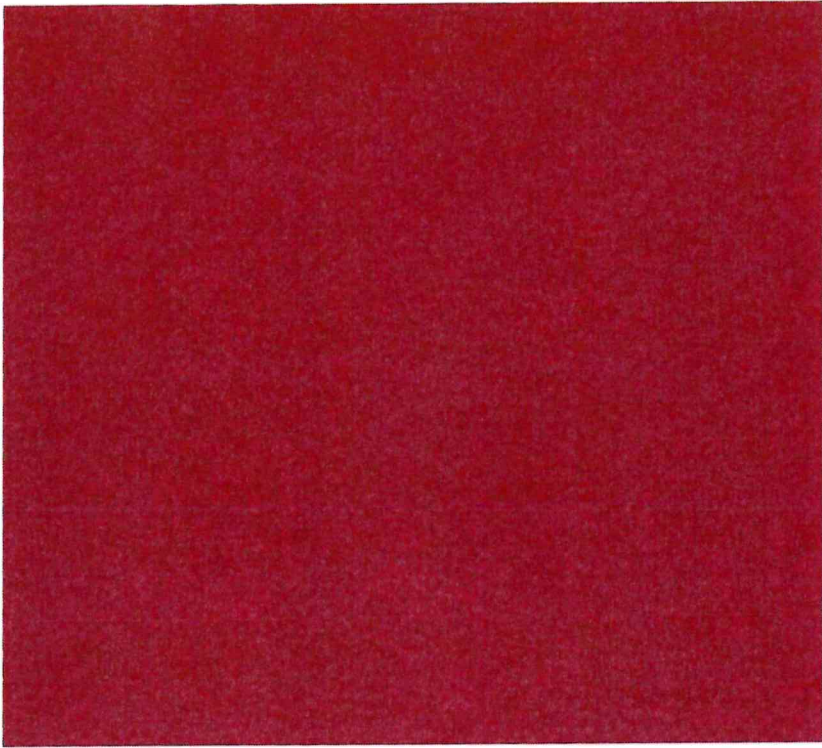
Reproduction / Copies / Delivery Cost + 5%

An anticipated reproduction cost for this project would be \$500

We appreciate the opportunity to submit this proposal for consideration and look forward to the completion of a successful project. If you should have any questions, please feel free to contact our office.

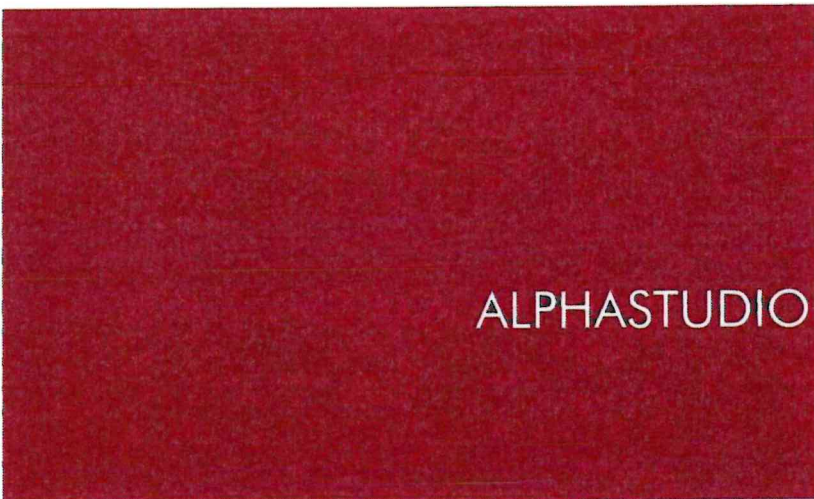
Sincerely,
AlphaStudio Design Group


Paul Gallegos, AIA
President



PROPOSAL FOR ARCHITECTURAL SERVICES TIERRA DEL SOL MS FENCING & ACCESS CONTROL

Lakeside Union School District



ALPHASTUDIO DESIGN GROUP

June 8, 2023

Lakeside Union School District
12335 Woodside Avenue
Lakeside, California 92040

Attn: Todd Owens, Director M&O, Transportation, and Facilities
Re: Proposal – Architectural Services
Tierra Del Sol MS Fencing & Access Control

AlphaStudio Design Group is very pleased to have this opportunity to present this proposal for your consideration to provide architectural services for the fencing and access control at Tierra Del Sol M.S.

This proposal includes the following:

- Proposed Total Design Services Fee, Inclusive of Construction Administration Services

This proposal is based on the following parameters:

- Scope to include the placement of new 6' high campus perimeter fencing and gates to fully enclose the site.
- Fencing will be a combination of standard galvanized chain link along the east and south perimeters and black vinyl chain link at the southwest perimeter. Steel ornamental fencing will be provided along the parking lot at the campus front to enclose areas of student use and classroom access.
- The existing fencing will be removed where new fencing is to be provided.
- Modification and reconfiguration of the existing front entry gates will occur based on the new entry fence and public access configuration.
- New entry gates with an access control system will be provided. Access control will consist of a video / call station with remote electronic release of the gate hardware from the main office.
- Scope will include all related electrical power and low voltage / data for the access control.

The following tasks are anticipated:

- Conduct a visual survey to document existing conditions and to determine extent of new improvements and interface requirements with the existing adjacent construction;
- Meet with the District and participate in stakeholder meetings as required to establish the design intent and requirements, develop a project program scope, formulate a design basis and define specification requirements for the project;
- Research existing as-built drawings for plan basis;
- Describe the project requirements for District approval;
- Develop a design solution based on the approved project requirements;
- Provide Schematic Design Drawings of approved project scope for review and comments as required to develop the design concepts into a design solution, provide statement of probable construction cost;
- Upon District approval of the design solution, prepare Construction Documents and Specifications indicating requirements for construction of the project, update statement of probable construction cost;
- Process the project through DSA for review and approval. A standard intake submittal is anticipated;

- Assist the District during the bid phase of the project, to include attendance at pre-bid conference, preparation of addenda and clarification documents, and assistance in the qualifications of received bids;
- Assist the District during construction by providing full construction administration services, including attendance at construction progress meetings, observation of work in progress, submittal & shop drawing reviews, review / issuance of all related construction administration documents, and processing of contractor's applications for payment;
- Closeout DSA projects to receive issuance of Close of File with Certification.

PROPOSED DESIGN FEE

AlphaStudio Design Group proposes the following *stipulated sum fixed fee* for architectural services per the Lakeside Union School District Master Agreement for Architectural Services as follows:

Services Provided	Fee
Architectural Services:	
Initial Planning, Investigation, & Stakeholder Engagement Phase	\$2,500
Design Development Phase	\$3,025
Construction Document Phase	\$8,500
DSA Phase	\$2,000
Bidding Phase	\$2,000
Construction Administration & Closeout Phase	\$5,500
Consultant Services:	
Electrical Engineering	\$2,500
<i>Sub-Total Architectural/Engineering Services</i>	<i>\$26,025</i>
Reimbursable Expense – Reproduction & Copying (Estimate)	\$500
Actual Cost + 5%	
Total Design Fees	\$26,525

This fee would encompass standard consultant fees anticipated for the completion of the project.

Geotechnical reports, environmental studies, testing & inspection services, site boundary surveys, and review / approval fees are not included in the fee basis as these are typically contracted separately by the School District.

Reimbursable Expense

Reproduction / Copies / Delivery Cost + 5%

An anticipated reproduction cost for this project would be \$500

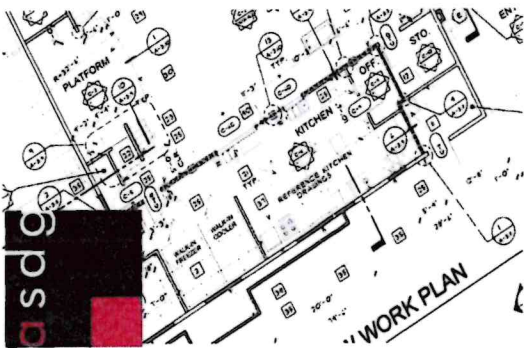
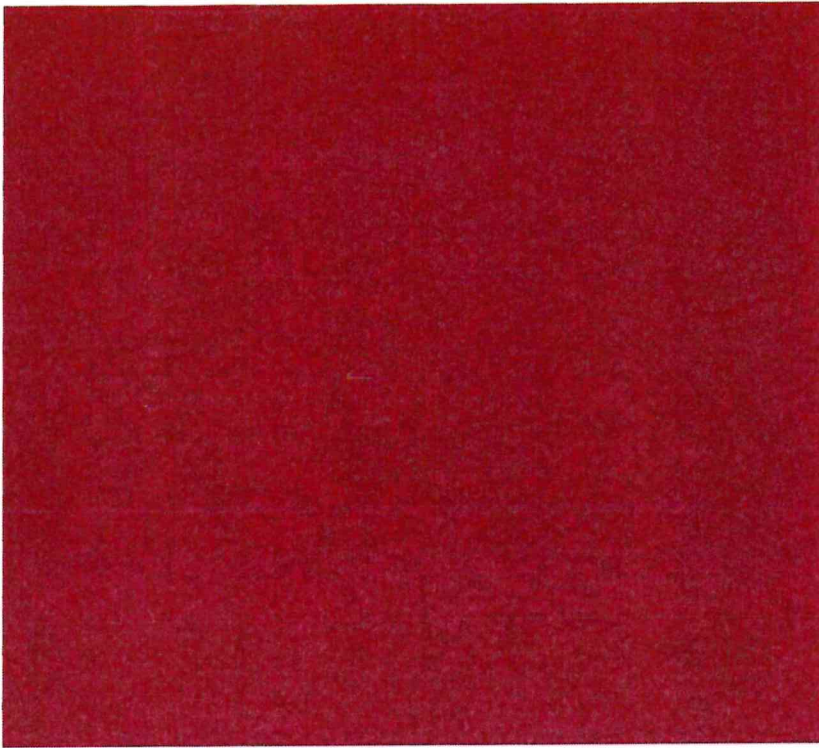
In addition, **AlphaStudio Design Group** understands that the design and development of a project can be a complex and fluid process. To that end, we include an unlimited number of planning, design, and presentation meetings in our base fee above. We feel that the design and planning process is a critical stage in the development of a project and should not be limited in number of meetings required to develop an effective design.

We appreciate the opportunity to submit this proposal for consideration and look forward to the completion of a successful project. If you should have any questions, please feel free to contact our office.

Sincerely,
AlphaStudio Design Group

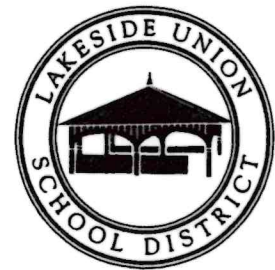
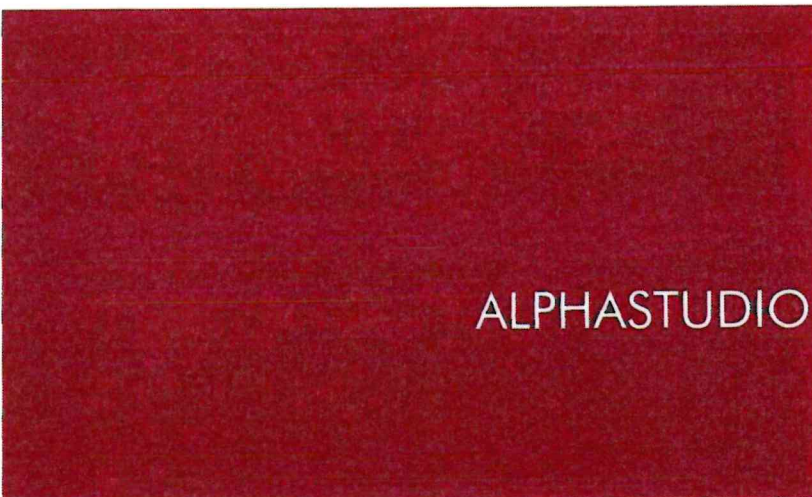


Paul Gallegos, AIA
President



PROPOSAL FOR ARCHITECTURAL SERVICES LAKESIDE FARMS ES ESS RELO

Lakeside Union School District



ALPHASTUDIO DESIGN GROUP

June 9, 2023

Lakeside Union School District
12335 Woodside Avenue
Lakeside, California 92040

Attn: Todd Owens, Director M&O, Transportation, and Facilities
Re: Proposal – Architectural Services
Lakeside Farms ES ESS Relo

AlphaStudio Design Group is very pleased to have this opportunity to present this proposal for your consideration to provide architectural services for the ESS Relo at the Lakeside Farms E.S.

This proposal includes the following:

- Proposed Total Design Services Fee, Inclusive of Construction Administration Services

This proposal is based on the following parameters:

- Scope to include the placement of one new 48' x 40' relocatable classroom building for the ESS program on campus.
- Placement of the new building will occur at the northwest corner of the Kindergarten play yard area, facing Lakeside Avenue.
- The existing play yard swings, which occur in the new building footprint, will be displaced and will be relocated to the south.
- The new ESS building will include a classroom area, kitchen area, 2 single occupant restrooms, and an office. The new building plans will be provided by a relocatable manufacturer fully engineered.
- The new building will be placed on a concrete foundation system. Minor grading is anticipated.
- Work will include associated site improvements for paving and accessibility.
- Scope will include electrical power, low voltage / data, security, and fire alarm.

The following tasks are anticipated:

- Conduct a visual survey to document existing conditions and to determine extent of new improvements and interface requirements with the existing adjacent construction;
- Meet with the District and participate in stakeholder meetings as required to establish the design intent and requirements, develop a project program scope, formulate a design basis and define specification requirements for the project;
- Research existing as-built drawings for plan basis;
- Describe the project requirements for District approval;
- Develop a design solution based on the approved project requirements;
- Provide Schematic Design Drawings of approved project scope for review and comments as required to develop the design concepts into a design solution, provide statement of probable construction cost;
- Upon District approval of the design solution, prepare Construction Documents and Specifications indicating requirements for construction of the project, update statement of probable construction cost;
- Process the project through DSA for review and approval. A standard intake submittal is anticipated;
- Assist the District during the bid phase of the project, to include attendance at pre-bid conference, preparation of addenda and clarification documents, and assistance in the qualifications of received bids;

- Assist the District during construction by providing full construction administration services, including attendance at construction progress meetings, observation of work in progress, submittal & shop drawing reviews, review / issuance of all related construction administration documents, and processing of contractor's applications for payment;
- Closeout DSA projects to receive issuance of Close of File with Certification.

PROPOSED DESIGN FEE

AlphaStudio Design Group proposes the following *stipulated sum fixed fee* for architectural services per the Lakeside Union School District Master Agreement for Architectural Services as follows:

Services Provided	Fee
Architectural Services:	
Initial Planning, Investigation, & Stakeholder Engagement Phase	\$3,490
Design Development Phase	\$5,235
Construction Document Phase	\$13,960
DSA Phase	\$2,100
Bidding Phase	\$2,100
Construction Administration & Closeout Phase	\$8,700
Consultant Services:	
Civil Engineering – Grading Plan	\$19,500
Electrical Engineering	\$5,600
<i>Sub-Total Architectural/Engineering Services</i>	<i>\$60,685</i>
Topographical Survey	\$4,000
Reimbursable Expense – Reproduction & Copying (Estimate)	\$500
Actual Cost + 5%	
Total Design Fees	\$65,185

This fee would encompass standard consultant fees anticipated for the completion of the project.

Geotechnical reports, environmental studies, testing & inspection services, site boundary surveys, and review / approval fees are not included in the fee basis as these are typically contracted separately by the School District.

Reimbursable Expense

Reproduction / Copies / Delivery Cost + 5%

An anticipated reproduction cost for this project would be \$500

In addition, **AlphaStudio Design Group** understands that the design and development of a project can be a complex and fluid process. To that end, we include an unlimited number of planning, design, and presentation meetings in our base fee above. We feel that the design and planning process is a critical

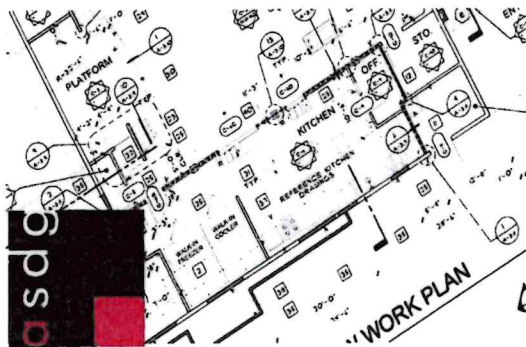
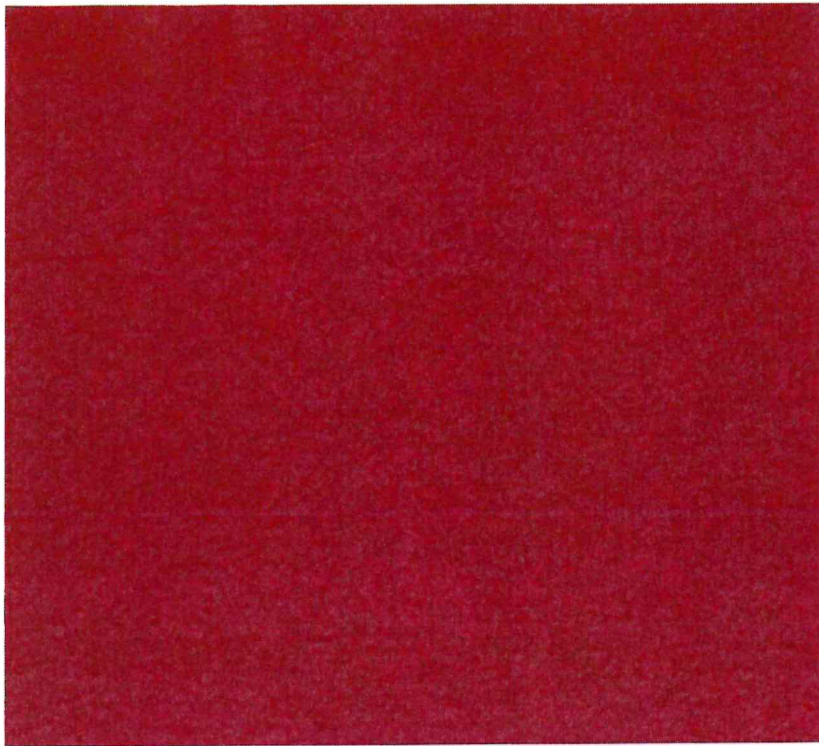
stage in the development of a project and should not be limited in number of meetings required to develop an effective design.

We appreciate the opportunity to submit this proposal for consideration and look forward to the completion of a successful project. If you should have any questions, please feel free to contact our office.

Sincerely,
AlphaStudio Design Group



Paul Gallegos, AIA
President

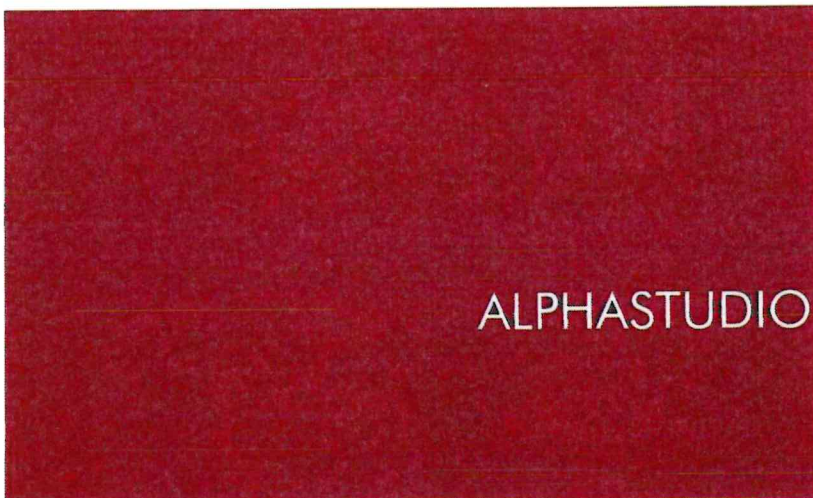


PROPOSAL FOR ARCHITECTURAL SERVICES LAKEVIEW ES ESS RELO

Lakeside Union School District



ALPHASTUDIO DESIGN GROUP



June 9, 2023

Lakeside Union School District
12335 Woodside Avenue
Lakeside, California 92040

Attn: Todd Owens, Director M&O, Transportation, and Facilities
Re: Proposal – Architectural Services
Lakeview ES ESS Relo

AlphaStudio Design Group is very pleased to have this opportunity to present this proposal for your consideration to provide architectural services for the ESS Relo at the Lakeview E.S.

This proposal includes the following:

- Proposed Total Design Services Fee, Inclusive of Construction Administration Services

This proposal is based on the following parameters:

- Scope to include the placement of one new 48' x 40' relocatable classroom building for the ESS program on campus.
- The new building will be placed at the approximate location of the existing 40' x 36' building. The existing building will be demolished and removed from the site.
- The new ESS building will include a classroom area, kitchen area, 2 single occupant restrooms, and an office. The new building plans will be provided by a relocatable manufacturer fully engineered.
- The new building will be placed on a concrete foundation system. Minor grading is anticipated.
- Work will include associated site improvements for paving and accessibility.
- Scope will include electrical power, low voltage / data, security, and fire alarm.

The following tasks are anticipated:

- Conduct a visual survey to document existing conditions and to determine extent of new improvements and interface requirements with the existing adjacent construction;
- Meet with the District and participate in stakeholder meetings as required to establish the design intent and requirements, develop a project program scope, formulate a design basis and define specification requirements for the project;
- Research existing as-built drawings for plan basis;
- Describe the project requirements for District approval;
- Develop a design solution based on the approved project requirements;
- Provide Schematic Design Drawings of approved project scope for review and comments as required to develop the design concepts into a design solution, provide statement of probable construction cost;
- Upon District approval of the design solution, prepare Construction Documents and Specifications indicating requirements for construction of the project, update statement of probable construction cost;
- Process the project through DSA for review and approval. A standard intake submittal is anticipated;
- Assist the District during the bid phase of the project, to include attendance at pre-bid conference, preparation of addenda and clarification documents, and assistance in the qualifications of received bids;

- Assist the District during construction by providing full construction administration services, including attendance at construction progress meetings, observation of work in progress, submittal & shop drawing reviews, review / issuance of all related construction administration documents, and processing of contractor's applications for payment;
- Closeout DSA projects to receive issuance of Close of File with Certification.

PROPOSED DESIGN FEE

AlphaStudio Design Group proposes the following *stipulated sum fixed fee* for architectural services per the Lakeside Union School District Master Agreement for Architectural Services as follows:

Services Provided	Fee
Architectural Services:	
Initial Planning, Investigation, & Stakeholder Engagement Phase	\$3,350
Design Development Phase	\$4,025
Construction Document Phase	\$10,400
DSA Phase	\$2,100
Bidding Phase	\$2,100
Construction Administration & Closeout Phase	\$7,375
Consultant Services:	
Civil Engineering – Grading Plan	\$19,500
Electrical Engineering	\$5,600
<i>Sub-Total Architectural/Engineering Services</i>	<i>\$54,450</i>
Topographical Survey	\$4,000
Reimbursable Expense – Reproduction & Copying (Estimate)	\$500
Actual Cost + 5%	
Total Design Fees	\$58,950

This fee would encompass standard consultant fees anticipated for the completion of the project.

Geotechnical reports, environmental studies, testing & inspection services, site boundary surveys, and review / approval fees are not included in the fee basis as these are typically contracted separately by the School District.

Reimbursable Expense


Reproduction / Copies / Delivery Cost + 5%

An anticipated reproduction cost for this project would be \$500

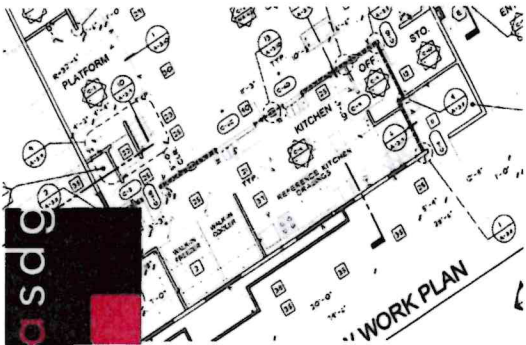
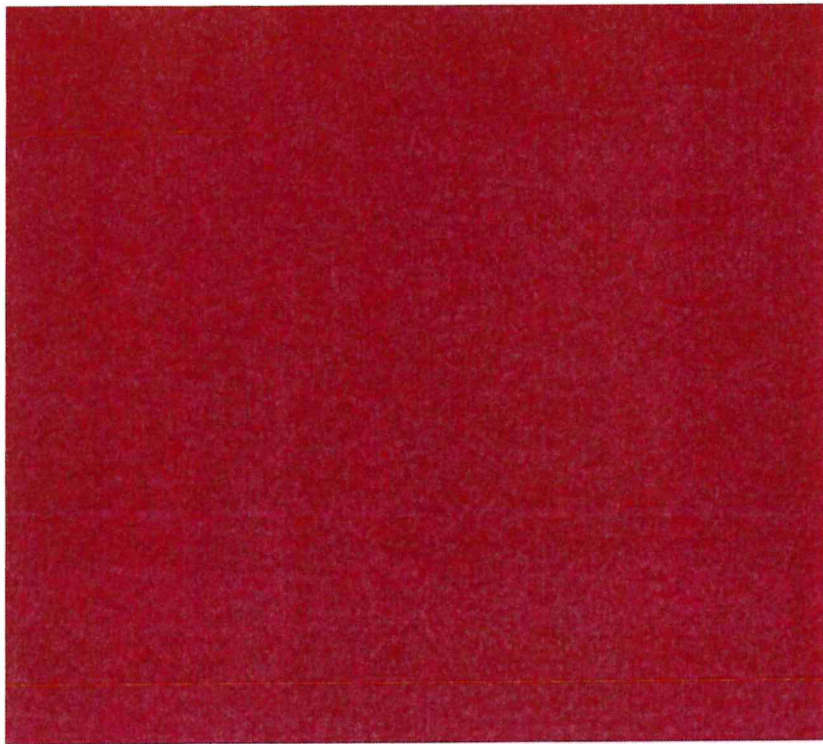
In addition, **AlphaStudio Design Group** understands that the design and development of a project can be a complex and fluid process. To that end, we include an unlimited number of planning, design, and presentation meetings in our base fee above. We feel that the design and planning process is a critical stage in the development of a project and should not be limited in number of meetings required to develop an effective design.

We appreciate the opportunity to submit this proposal for consideration and look forward to the completion of a successful project. If you should have any questions, please feel free to contact our office.

Sincerely,
AlphaStudio Design Group

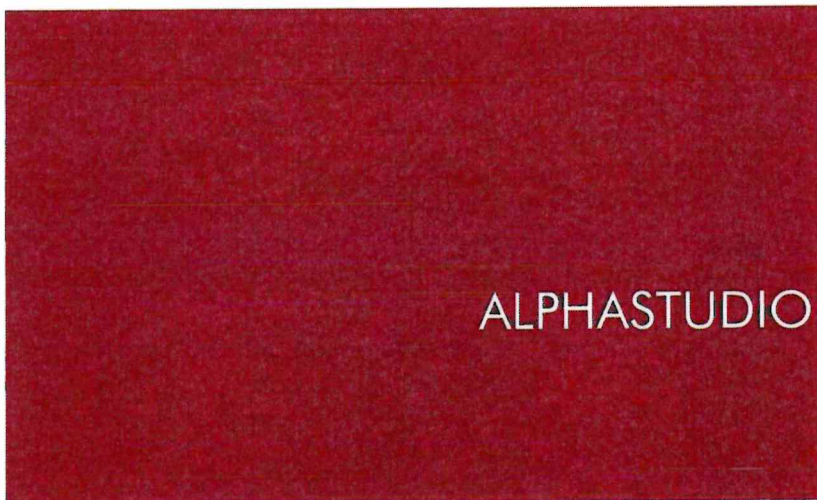


Paul Gallegos, AIA
President



PROPOSAL FOR ARCHITECTURAL SERVICES WINTER GARDENS ES KINDERGARTEN IMPROVEMENTS

Lakeside Union School District



ALPHASTUDIO DESIGN GROUP

June 8, 2023

Lakeside Union School District
12335 Woodside Avenue
Lakeside, California 92040

Attn: Todd Owens, Director M&O, Transportation, and Facilities
Re: Proposal – Architectural Services
Winter Gardens ES Kindergarten Improvements

AlphaStudio Design Group is very pleased to have this opportunity to present this proposal for your consideration to provide architectural services for the Kindergarten Improvements at Winter Gardens E.S.

This proposal includes the following:

- Proposed Total Design Services Fee, Inclusive of Construction Administration Services

This proposal is based on the following parameters:

- Scope to include the removal of the existing 36' x 40' relocatable classroom/restroom building at the northeast corner of the Kindergarten wing.
- Placement of a 24' x 40' District owned and stockpiled relocatable classroom will occur where the building is removed.
- The 24' x 40' classroom will be remodeled, including a sink cabinet with drinking fountain, repair of the floor plywood, new carpet, new ceilings, and new roofing.
- Placement of a 12' x 40' District owned and stockpiled relocatable building module will occur at the north side of the Kindergarten area to be used as a restroom building.
- The 12' x 40' building will be fully remodeled to provide separate girl's and boy's restrooms. Design will take into consideration sightlines at the entry doors.
- The new buildings will be placed on raised wood foundation systems. Minor grading is anticipated. New pavement will be provided under the buildings.
- Work will include associated site improvements for paving and accessibility.
- Scope will include plumbing, mechanical exhaust at restroom building, electrical power, low voltage / data, security, and fire alarm.

The following tasks are anticipated:

- Conduct a visual survey to document existing conditions and to determine extent of new improvements and interface requirements with the existing adjacent construction;
- Meet with the District and participate in stakeholder meetings as required to establish the design intent and requirements, develop a project program scope, formulate a design basis and define specification requirements for the project;
- Research existing as-built drawings for plan basis;
- Describe the project requirements for District approval;
- Develop a design solution based on the approved project requirements;
- Provide Schematic Design Drawings of approved project scope for review and comments as required to develop the design concepts into a design solution, provide statement of probable construction cost;
- Upon District approval of the design solution, prepare Construction Documents and Specifications indicating requirements for construction of the project, update statement of probable construction cost;
- Process the project through DSA for review and approval. A standard intake submittal is anticipated;

- Assist the District during the bid phase of the project, to include attendance at pre-bid conference, preparation of addenda and clarification documents, and assistance in the qualifications of received bids;
- Assist the District during construction by providing full construction administration services, including attendance at construction progress meetings, observation of work in progress, submittal & shop drawing reviews, review / issuance of all related construction administration documents, and processing of contractor's applications for payment;
- Closeout DSA projects to receive issuance of Close of File with Certification.

PROPOSED DESIGN FEE

AlphaStudio Design Group proposes the following *stipulated sum fixed fee* for architectural services per the Lakeside Union School District Master Agreement for Architectural Services as follows:

Services Provided	Fee
Architectural Services:	
Initial Planning, Investigation, & Stakeholder Engagement Phase	\$3,500
Design Development Phase	\$5,600
Construction Document Phase	\$15,100
DSA Phase	\$2,500
Bidding Phase	\$2,100
Construction Administration & Closeout Phase	\$9,700
Consultant Services:	
Civil Engineering Grading Plan - PLSA	\$14,500
Plumbing / Mechanical Engineering – Akela Engineering	\$9,750
Electrical Engineering – Johnson Consulting Engineers	\$6,800
<i>Sub-Total Architectural/Engineering Services</i>	<i>\$69,550</i>
Topographical Survey	\$4,000
Reimbursable Expense – Reproduction & Copying (Estimate) Actual Cost + 5%	\$500
Total Design Fees	\$74,050

This fee would encompass standard consultant fees anticipated for the completion of the project.

Geotechnical reports, environmental studies, testing & inspection services, site boundary surveys, and review / approval fees are not included in the fee basis as these are typically contracted separately by the School District.

Reimbursable Expense

Reproduction / Copies / Delivery Cost + 5%

An anticipated reproduction cost for this project would be \$500

In addition, **AlphaStudio Design Group** understands that the design and development of a project can be a complex and fluid process. To that end, we include an unlimited number of planning, design, and presentation meetings in our base fee above. We feel that the design and planning process is a critical stage in the development of a project and should not be limited in number of meetings required to develop an effective design.

We appreciate the opportunity to submit this proposal for consideration and look forward to the completion of a successful project. If you should have any questions, please feel free to contact our office.

Sincerely,
AlphaStudio Design Group

A handwritten signature in black ink, appearing to read 'Paul Gallegos', with a stylized flourish at the end.

Paul Gallegos, AIA
President

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: August 10, 2023

Agenda Item:

Approval of the August contracts list for the fiscal year, 2023-24.

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

Approval is requested for the attached list of agreements with outside vendors for fiscal year, 2023-24.

Fiscal Impact (Cost):

See attached list.

Funding Source:

General Fund.

Addresses Emphasis Goal(s):

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

Recommended Action:

- | | |
|---|--|
| <input type="checkbox"/> 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 | |

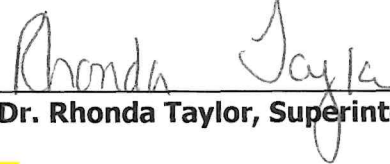
Originating Department/School: Business Services

Submitted/Recommended By:



Lisa Davis, Assistant Superintendent

Approved for Submission to the Governing Board:



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member

LUSD CONTRACTS 2023-24

Agency Name	Description	Contract #	Dept./Site	Began	Ends	Amount (not to exceed)
Left Coast Scales, LLC dba LCS - Training	CALPADS/SEIS Training For SPED Staff	I2024-12	SPED	8/1/2023	6/30/2024	Not To Exceed \$7,700
A&S FLOORING	Flooring	C2024-003	MAINT	7/6/2023	8/11/2023	\$33,276.00
CSBA	Membership	V2024-42	SUPT	7/1/2023	6/30/2024	\$16,163.00
OPTIMIZEON	Procurement and Management Support Svcs	V2024-43	BUS SVCS	1/1/2024	1/1/2026	\$37,872.00
CSBA	Gamut Policy Plus	V2024-44	SUPT	7/1/2023	6/30/2024	\$6,140.00
LAKESIDE HOME JOURNAL	Advertising Contract	V2024-45	DREAM	7/10/2023		\$395.00
Azuma Tech System	Fire Alarm Testing & Inspection	V-2024-46	MAINT	7/11/2023		\$9,500.00
Aseltine	Nonpublic Master Contract	V-2024-47	SPED	7/1/2023	6/30/2024	See Rate Sheet Attached
Vista Hill	Nonpublic Master Contract	V-2024-48	SPED	7/1/2023	6/30/2024	See Rate Sheet Attached
TIEE-Mission Valley Academy	Nonpublic Master Contract	V2024-49	SPED	7/1/2023	6/30/2024	See Rate Sheet Attached
TIEE-Children's Workshop	Nonpublic Master Agency Contract	V2024-50	SPED	7/1/2023	6/30/2024	See Rate Sheet Attached
Soliant Health, LLC	Nonpublic Master Agency Contract, BCBA	V2024-54	SPED	7/1/2023	6/30/2024	\$88/hour plus ongoing costs
Atkinson, Andelson, Loya, Rudd, Romo	Legal Services	V2024-51	SUPT/HR	7/1/2023	6/30/2024	\$350/hr-\$185/hr
HHS A	Addendum to Transportation Agreement (extension)	V2024-52	PUPIL SERVICES	7/1/2019	9/30/2023	No Cost
American Fidelity Administrative Services	Administrative Payroll Services	V2024-53	Business Services	7/1/2023	6/30/2024	\$20,000.00
Anton's Services, Inc.	Tree and Shrub Removal	C2024-004	MAINT	7/31/2023	8/11/2023	\$19,650.00
San Diego County Supt. Of Schools	Continuous Teacher Professional Learning	V2024-55	Ed Services	7/1/2023	6/30/2024	\$13,350.00
ESGI	12 Month Software License	V2024-56	Ed Services	8/1/2023	7/30/2024	\$8,880.00

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: August 2023

Agenda Item:

Out of county / Overnight Field trips / 23 24 Fundraisers

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

Click here to enter text.

Fiscal Impact (Cost):

Click here to enter text.

Funding Source:

Donation Accounts / ASB

Recommended Action:

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

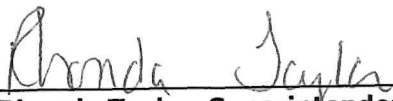
Originating Department/School: LMS

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Principal/Department Head Signature



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.

Board Agenda Items

Yearbook – Yearbook Sales – All year

LMS Band

Fundraisers– Funds go to repair instruments, purchase music, supplies

Out of County Trip – December 2023 / Knott's Berry Farm Community Showcase ✓

LMS Band Fundraisers for Board Approval

1. Voluntary Donation Drive – September & February
2. Band t-shirt sales (students not required to purchase shirt) August
3. Catalog sales of frozen food products through Fundraising Manager/Red Apple/Ms. Field's in February, same company as last few years,

Show Choir

Fundraisers – Funds go to transportation costs, costuming, music purchases, and competition registration costs

1. Voluntary Donation Drive
2. Ticket Sales at events
3. Chorus / Dance spirit wear
4. Awards Dinner Fundraiser
5. Dessert Concerts
6. Voluntary admission to concerts
7. October Dance – a – thon
8. Opportunity drawings at concerts
9. Rummage Sale
10. Lakeside Nationals snack bar fundraiser

Show Choir – Out of county, overnight trips ✓

March 2024 - Burbank Blast Competition - BURBANK

Disneyland / Knott's Berry Farm - Performances – Spring 2024 –

Out of county trip - Disneyland parade December 10th - advanced dance

Show Choir trips (two trips, one for each show choir) overnight and out of county (April 2024)

PE Department – Funds go to PE equipment and to purchase PE clothes for students that choose to borrow clothes.

- PE Clothes – Voluntary purchases (clothes available for check out at no charge).
- Water sales – Various sporting events

Drama Department – Funds go to costume costs, purchasing play rights, theater equipment

- Voluntary ticket sales to performances

Art Department – Voluntary donation drive

ASB – Funds go to student events

- H2O Go fundraiser
- School Dances
- Sales of Holiday Grams
- Water Sales at promotion
- Talent Show

ASB – Overnight trip / Out of county trip –Anaheim June 2024

FFA – Out of county / overnight trips

FFA Fundraisers – pay for conferences, supplies and FFA trips

1. Banquet – Held in spring, silent auction
2. Volunteer donation drive
3. Teacher Luncheon fundraisers in August and January
4. Various restaurant dine night fundraisers with auctions
5. Popcorn/cookie dough fundraiser
6. Tee shirt sales
7. Flamingo Flocking Fundraiser (September)
8. Pancake Breakfast (January)
9. Plant Sale (May)
10. Valentine's Day arrangements (February)
11. Barn Dance (November)
12. Summer Palooza Fundraiser

October

14 - Southern California FFA Leadership Conference @ Norco High School

November

8 - Opening and Closing Regional Contest @ Perris High School

December

9 - Heritage Cup Field Day @ Heritage High School

January

20 - Norte Vista Field Day

27 - Hemet Field Day

February

10 - Chico State Field Day

17 - Mt. SAC Vet Science Contest

18-23 - National FFA Week

March

2 - Davis Field Day @ UC Davis

16 - Modesto Jr. College Field Day @ Modesto Jr. College

21-24 - CA FFA State Convention @ Ontario

30 - Reedley Field Day

April

19 - CA FFA State Speaking Finals @ CSU Fresno

20 - Fresno State Field Day @ CSU Fresno

May

4 - Cal Poly State Finals @ Cal Poly, San Luis Obispo

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: August 10, 2023

Agenda Item:

Imagine Learning

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

Onsite days of Professional Learning for an ELA Curriculum Pilot for both Middle Schools.

Fiscal Impact (Cost):

\$22,295.78

Funding Source:

0100 6300-000 1110 1000 4300-000 179-630

Recommended Action:

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

Originating Department/School: Ed Services

Submitted/Recommended By: 

Approved for Submission to the Governing Board:



Principal/Department Head Signature



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member _____



Price Quote

8860 E. Chaparral Rd
 Suite 100
 Scottsdale, AZ 85250
 877-725-4257

Date 7/27/2023
Quote No. Q-08061
Acct. No. 12205516
Total USD 22,295.78
Pricing Expires 1/20/2024

Lakeside Union School District
 12335 Woodside Ave
 Lakeside CA 92040
 United States

Lakeside (EL Pilot 6-8)

Payment Term	Contract Start	Contract End
Net 30	7/17/2023	1/26/2024

Site	Description	Comments	End Date	Qty	Per Unit	Amount
Lakeside Union School District	EL Student Module Lessons Modules 1 - Grade 6		01/26/2024	452	6.25	2,825.00
	EL Student Module Lessons Modules 1 - Grade 7		01/26/2024	490	6.25	3,062.50
	EL Student Module Lessons Modules 1 - Grade 8		01/26/2024	457	6.25	2,856.25
	EL Teacher Lessons Module 1 TG - Grade 6 - CCSS		01/26/2024	5	0.00	0.00
	EL Teacher Lessons Module 1 TG - Grade 7 - CCSS		01/26/2024	6	0.00	0.00
	EL Teacher Lessons Module 1 TG - Grade 8 - CCSS		01/26/2024	5	0.00	0.00
	EL Language Arts Student Single User - Grade 6		01/26/2024	452	0.00	0.00
	EL Language Arts Student Single User - Grade 7		01/26/2024	490	0.00	0.00
	EL Language Arts Student Single User - Grade 8		01/26/2024	457	0.00	0.00
	PD ILC Onsite Day	This item is valid for 16 participants between 8/17/2023 and 8/17/2023.	08/17/2023	1	0.00	0.00
	PD BL Onsite Day In-Person Workshop (Teacher)	This item is valid for 45 participants between 8/17/2023 and 1/26/2024.	01/26/2024	2	6,000.00	12,000.00
	Shipping and Handling (ILC)	Shipping and Handling fee covers all physical materials listed above for the duration of the term.	01/26/2024	1	874.38	874.38



Price Quote

3860 E. Chaparral Rd
Suite 100
Scottsdale, AZ 85250
877-725-4257

Date 7/27/2023
Quote No. Q-08061
Acct. No. 12205516
Total USD 22,295.78
Pricing Expires 1/20/2024

Discount USD 27,966.90
Subtotal USD 21,618.10
Tax Total USD 677.60
Total USD 22,295.70

Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

This quote is subject to Imagine Learning LLC Standard Terms and Conditions . These Terms and Conditions are available at www.imaginelearning.com/standard-terms-and-conditions, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Imagine Learning's written consent.

Lakeside Union School District

Signature: _____
Print Name: _____
Title: _____
Date: _____

Imagine Learning Representative

Kori McAbee
Account Executive -
kori.mcabee@imaginelearning.com
imaginethefutureoflearning.com

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to AR@imaginelearning.com or fax to 480-423-0213.

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 8/10/23

Agenda Item:

Board Policy 3540: Transportation

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

Adoption: Policy updated to reflect NEW LAW (AB 181, 2022) which authorizes a district to provide transportation services by way of a joint powers agreement, a cooperative student transportation program, or a consortium, and which requires, as a condition of apportionment, a district to adopt a transportation plan that describes the transportation services to be provided to certain student groups, as specified, by April 1, 2023 and update the plan annually by April 1.

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 | |

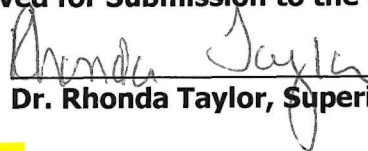
Originating Department/School: Superintendent's Office

Submitted/Recommended By:



Lisa DeRosier, Executive Assistant

Approved for Submission to the Governing Board:



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member: _____

TRANSPORTATION

The Governing Board desires to provide for the safe and efficient transportation of students to and from school as necessary to ensure student access to the educational program, promote regular attendance and reduce tardiness. In determining the extent to which the district provides for transportation services the Board shall weigh student and community needs against the cost of providing such services.

The Superintendent or designee shall recommend to the Board economical, environmentally sustainable, and appropriate means of providing transportation services. The district's transportation services may be provided by means of a joint powers agreement, a cooperative student transportation program, or a consortium, as permitted by law.

No student shall be required to be transported for any reason without the written permission of the student's parent/guardian, except in emergency situations involving illness or injury to the student pursuant to Education Code 35350 or the evacuation of students as necessary for their safety.

Transportation Plan

The Superintendent or designee shall develop a transportation plan in consultation with classified staff, teachers, school administrators, regional local transit authorities, local air pollution control districts and air quality management districts, parents/guardians, students, and other stakeholders. (Education Code 39800.1)

The transportation plan shall be presented to and adopted by the Board at an open meeting, with the opportunity for in-person and remote public comment, and shall be updated annually by April 1. (Education Code 39800.1)

The transportation plan shall include descriptions of the following: (Education Code 39800.1)

1. The transportation services offered to students
2. How transportation services will be prioritized for low-income students, students in transitional kindergarten, kindergarten, and any of grades 1 to 6, inclusive
3. The transportation services accessible to students with disabilities and homeless children and youth, as defined pursuant to the federal McKinney-Vento Homeless Assistance Act (42 USC 11301)
4. How unduplicated students, as defined in Education Code 42238.02, will be able to access available home-to-school transportation at no cost

Transportation Contracts

The Board may purchase, rent, or lease vehicles; contract with a common carrier or municipally owned transit system; contract with responsible private parties including the parent/guardian of the student being transported; and/or contract with the County Superintendent of Schools. (Education Code 35330, 39800, 39801) In contracting for transportation services, the district

shall comply with all applicable laws related to bids and contracts. (Education Code 39802-39803)

Expenses and Fees

In lieu of providing transportation in whole or in part, the district may pay the student's parents/guardians either their actual and necessary expenses in transporting the student or the cost of the student's food and lodging at a place convenient to the school. In either case, the amount of the payment shall not exceed the cost that would be incurred by the district to provide for the transportation of the student to and from school. (Education Code 39806-39807)

The Board may charge a transportation fee to parents/guardians of transported students in accordance with Education Code 39807.5 and BP/AR 3250 - Transportation Fees.

Safety and Monitoring

The Superintendent or designee shall develop procedures to promote safety for students traveling on school buses.

The district may install a global positioning system (GPS) on school buses and/or student activity buses in order to enhance student safety and provide real-time location data to district and school administrators, and parents/guardians.

The Superintendent or designee shall ensure the qualifications of bus drivers and related staff employed by the district, provide for the maintenance and operation of district-owned school buses and other equipment, and ensure adequate facilities for equipment storage and maintenance.

Policy Reference Disclaimer:

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

State

13 CCR 2025

5 CCR 14100-14103

5 CCR 15240-15343

5 CCR 15253-15272

Ed. Code 35330

Ed. Code 35350

Ed. Code 39800

Ed. Code 39800-39860

Ed. Code 39801

Ed. Code 39802-39803

Ed. Code 39806

Ed. Code 39807

Ed. Code 39807.5

Ed. Code 39808

Ed. Code 42238.02

Description

Retrofitting of diesel school buses

Use of school buses and school pupil activity buses

Allowances for student transportation

District records related to transportation

Field trips and excursions; student fees

Authority to transport pupils

Powers of governing board to provide transportation to and from school

Transportation

Contract with County Superintendent of Schools to provide transportation

Bids and contracts for transportation services

Payments to parents in lieu of transportation

Food and lodging payments in lieu of transportation

Payment of transportation costs by parents

Transportation for private school students

Local Control Funding Formula

Ed. Code 41850-41854
Ed. Code 41860-41862
Ed. Code 45125.1

Ed. Code 52311
Gov. Code 3540-3549.3
Pen. Code 637.7
Veh. Code 2807

Management Resources

Court Decision

Website

Website

Website

Website

Cross References

Code

0410
0470
3000
3100
3250
3311
3312
3510
3511
3512
3512-E(1)
3514
3515.6
3516
3541
3541.1
3541.1-E(1)
3541.1-E(2)
3541.2
3542
3543
4112.4
4112.42
4212.4
4212.42
4231
4312.4
4312.42
5116.1
5117
5131.1
5141.22
5142.2
5148
5148.2
6142.4
6173.1

Allowances for transportation
Supplemental allowances for transportation
Criminal records summary; employees of contracting entity
Regional occupational centers; transportation
Educational Employment Relations Act
Electronic tracking devices
School bus inspection

Description

Arcadia Unified School District et. al. v. State
Department of Education, (1992) 2 Cal. 4th 251 (1992)
CSBA District and County Office of Education Legal
Services
California Air Resources Board
California Energy Commission
CSBA

Description

Nondiscrimination In District Programs And Activities
COVID-19 Mitigation Plan
Concepts And Roles
Budget
Transportation Fees
Bids
Contracts
Green School Operations
Energy And Water Management
Equipment
Equipment
Environmental Safety
Criminal Background Checks For Contractors
Emergencies And Disaster Preparedness Plan
Transportation Routes And Services
Transportation For School-Related Trips
Transportation For School-Related Trips
Transportation For School-Related Trips
Transportation For Students With Disabilities
School Bus Drivers
Transportation Safety And Emergencies
Health Examinations
Drug And Alcohol Testing For School Bus Drivers
Health Examinations
Drug And Alcohol Testing For School Bus Drivers
Staff Development
Health Examinations
Drug And Alcohol Testing For School Bus Drivers
Intradistrict Open Enrollment
Interdistrict Attendance
Bus Conduct
Infectious Diseases
Safe Routes To School Program
Child Care And Development
Before/After School Programs
Service Learning/Community Service Classes
Education For Foster Youth

6178.2
6181

*Regional Occupational Center/Program
Alternative Schools/Programs Of Choice*

Policy
adopted: September 17, 2012
revised: August 10, 2023

LAKESIDE UNION SCHOOL DISTRICT
Lakeside, California

TRANSPORTATION

No student shall be required to be transported for any reason without the written permission of the student's parent/guardian, except in emergency situations involving illness or injury to the student. (Education Code 35350)

Means of Transportation

To provide transportation services, the Governing Board may purchase, rent or lease vehicles; contract with a common carrier or municipally owned transit system; contract with responsible private parties including the parent/guardian of the student being transported; and/or contract with the County Superintendent of Schools. (Education Code 35330, 39800, 39801)

The district will provide free transportation, as needed, to enable appropriate participation by individuals with special needs in regular and special education programs. Regular home-to-school transportation shall be utilized to transport special education students whenever feasible and appropriate. The district will work in cooperation with other school districts in the East County Consortium to provide these services.

In contracting for transportation services, the district shall comply with all applicable laws related to bids and contracts. (Education Code 39802- 39803)

In lieu of providing transportation in whole or in part, the district may pay the student's parents/guardians either their actual and necessary expenses in transporting the student or the cost of the student's food and lodging at a place convenient to the school. In either case, the amount of the payment shall not exceed the cost that would be incurred by the district to provide for the transportation of the student to and from school. (Education Code 39806-39807)

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 8/10/23

Agenda Item:

Board Policy 4216: Probation/Permanent Status

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

Adoption: Policy updated to reflect NEW LAW (AB 486, 2021) which requires full-time district police officers, and public safety dispatchers as specified, to serve in a probationary status for not less than one year from the date of appointment to the full-time position in order to receive permanent classified service status, and NEW LAW (SB 874, 2022) which extends to districts that have adopted the merit system the requirement that a permanent employee who accepts a promotion and fails to complete the probationary period for that promotional position be employed in the classification from which the employee was promoted.

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Recommended Action:

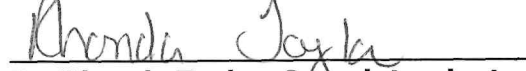
- | | |
|--|--|
| <input type="checkbox"/> Informational | <input type="checkbox"/> Denial |
| <input type="checkbox"/> Discussion | <input type="checkbox"/> Ratification |
| <input type="checkbox"/> Approval | <input type="checkbox"/> Review <small>Click here to enter text.</small> |
| <input checked=""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

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: _____

PROBATIONARY/PERMANENT STATUS

The Governing Board desires to employ and retain highly qualified classified personnel to support the district's educational program and operations. Newly hired classified employees shall serve a probationary period during which the Board shall determine their suitability for long-term district employment.

A probationary employee who has been employed by the district for six months or 130 days of paid service, whichever is longer, can be classified as a permanent employee of the district. (Education Code 45113, 45301)

However, in order to receive permanent classified service status, a full-time district police officer or public safety dispatcher who operates a dispatch center certified by the Commission on Peace Officer Standards and Training shall serve in a probationary status for not less than one year from the date of appointment. (Education Code 45113, 45301)

Probationary employees shall receive written performance evaluations by their supervisor during the probationary period. These evaluations shall indicate whether the evaluator is satisfied or not satisfied with the employee's ability, performance, and compatibility with the job.

The district may dismiss a new employee during the probationary period.

Permanent employees promoted to a higher classification shall be considered probationary in their new position until they have satisfactorily completed the probationary period.

A permanent employee who accepts a promotion and fails to complete the probationary period for that promotional position shall be employed in the classification from which he/she was promoted. (Education Code 45113, 45301)

This policy shall be made available to classified employees and the public. (Education Code 45113)

Policy Reference Disclaimer:

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

<u>State</u>	<u>Description</u>
Ed. Code 45113	Notification of charges; classified employees
Ed. Code 45240-45320	Merit system

<u>Management Resources</u>	<u>Description</u>
Website California School Employees Association	

Cross References

<u>Code</u>	<u>Description</u>
3515.3	District Police/Security Department (BP and AR)
4112.9	Employee Notifications
4112.9-E(1)	Employee Notifications

4112.9-E PDF(1)	<i>Employee Notifications</i>
4161.11	<i>Industrial Accident/Illness Leave</i>
4212.9	<i>Employee Notifications</i>
4212.9-E(1)	<i>Employee Notifications</i>
4212.9-E PDF(1)	<i>Employee Notifications</i>
4215	<i>Evaluation/Supervision</i>
4218	<i>Dismissal/Suspension/Disciplinary Action</i>
4218	<i>Dismissal/Suspension/Disciplinary Action</i>
4218.1	<i>Dismissal/Suspension/Disciplinary Action (Merit System)</i>
4261.1	<i>Personal Illness/Injury Leave</i>
4261.11	<i>Industrial Accident/Illness Leave</i>
4312.9	<i>Employee Notifications</i>
4312.9-E(1)	<i>Employee Notifications</i>
4312.9-E PDF(1)	<i>Employee Notifications</i>
4361.11	<i>Industrial Accident/Illness Leave</i>

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 8/10/23

Agenda Item:

Board Policy 5113: Absences and Excuses

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

Adoption: New policy.

Regulation updated to reflect NEW LAW (SB 955, 2022) which includes, as another type of required excused absence, the absence of a middle school or high school student for the purpose of participating in a civic or political event, as defined, provided that the student notifies the school ahead of the absence, and NEW LAW (AB 181, 2022) which no longer requires the State Board of Education to update its illness verification regulations as necessary to account for including, as a personal illness excused absence, a student's absence for the benefit of the student's mental or behavioral health. Regulation also updated to clarify that absences for participation in religious exercise or to receive moral and religious instruction are excused, but that in order for districts to receive average daily attendance funding for such absences, the Governing Board is required to first adopt a resolution permitting an excused absence for such purposes.

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. |

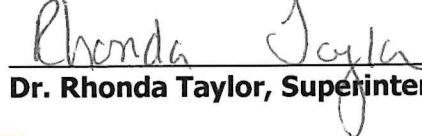
Originating Department/School: Superintendent's Office

Submitted/Recommended By:



Lisa DeRosier, Executive Assistant

Approved for Submission to the Governing Board:



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member: _____

ABSENCES AND EXCUSES

Subject to any applicable limitation, condition, or other requirement specified in law, a student's absence shall be excused for any of the following reasons:

1. Personal illness, including absence for the benefit of the student's mental or behavioral health (Education Code 48205)
2. Quarantine under the direction of a county or city health officer (Education Code 48205)
3. Medical, dental, optometrical, or chiropractic service or appointment (Education Code 48205)
4. Attendance at funeral services for a member of the student's immediate family (Education Code 48205)

Such absence shall be limited to one day if the service is conducted in California or three days if the service is conducted out of state. (Education Code 48205)

5. Jury duty in the manner provided for by law (Education Code 48205)
6. Illness or medical appointment of a child to whom the student is the custodial parent (Education Code 48205)
7. Upon advance written request by the parent/guardian and the approval of the principal or designee, justifiable personal reasons including, but not limited to: (Education Code 48205)
 - a. Appearance in court
 - b. Attendance at a funeral service
 - c. Observance of a religious holiday or ceremony
 - d. Attendance at religious retreats for no more than four hours per semester
 - e. Attendance at an employment conference
 - f. Attendance at an educational conference on the legislative or judicial process offered by a nonprofit organization

8. Service as a member of a precinct board for an election pursuant to Elections Code 12302 (Education Code 48205)
9. To spend time with an immediate family member who is an active duty member of the uniformed services, as defined in Education Code 49701, and has been called to

duty for deployment to a combat zone or a combat support position or is on leave from or has immediately returned from such deployment (Education Code 48205)

Such absence shall be granted for a period of time to be determined at the discretion of the Superintendent or designee. (Education Code 48205)

10. Attendance at the student's naturalization ceremony to become a United States citizen (Education Code 48205)
11. Participation in a cultural ceremony or event which relates to the habits, practices, beliefs, and traditions of a certain group of people (Education Code 48205)
12. Participation in religious exercises or to receive moral and religious instruction at the student's place of worship or other suitable place away from school (Education Code 46014)

Absence for student participation in religious exercises or instruction shall not be considered an absence for the purpose of computing average daily attendance if the student attends at least the minimum school day as specified in AR 6112 - School Day, and is not excused from school for this purpose on more than four days per school month. (Education Code 46014)

13. Work in the entertainment or allied industry (Education Code 48225.5)

Work for a student who holds a work permit authorizing work in the entertainment or allied industries for a period of not more than five consecutive days. For this purpose, student absence shall be excused for a maximum of up to five absences per school year. (Education Code 48225.5)

14. Participation with a nonprofit performing arts organization in a performance for a public school audience (Education Code 48225.5)

A student may be excused for up to five such absences per school year provided that the student's parent/guardian provides a written explanation of such absence to the school. (Education Code 48225.5)

15. Other reasons authorized at the discretion of the principal or designee based on the student's specific circumstances (Education Code 48205, 48260)

For the purpose of the absences described above, immediate family means the student's parent/guardian, brother or sister, grandparent, or any other relative living in the student's household. (Education Code 48205)

Method of Verification

Student absence to care for a child for whom the student is the custodial parent shall not require a physician's note. (Education Code 48205)

For other absences, the student shall, upon returning to school following the absence, present a satisfactory explanation, either in person or by written note, verifying the reason for the absence. Absences shall be verified by the student's parent/guardian, other person having charge or control of the student, or the student if age 18 or older. (Education Code 46012; 5 CCR 306)

When an absence is planned, the principal or designee shall be notified prior to the date of the absence when possible.

The following methods may be used to verify student absences:

1. Written note, fax, email, or voice mail from parent/guardian or parent representative.
2. Conversation, in person or by telephone, between the verifying employee and the student's parent/guardian or parent representative. The employee shall subsequently record the following:
 - a. Name of student
 - b. Name of parent/guardian or parent representative
 - c. Name of verifying employee
 - d. Date(s) of absence
 - e. Reason for absence
3. Visit to the student's home by the verifying employee, or any other reasonable method which establishes the fact that the student was absent for the reasons stated. The employee shall document the verification and include the information specified in #2 above.
4. Physician's verification.
 - a. When excusing students for confidential medical services or verifying such appointments, district staff shall not ask the purpose of such appointments but may request a note from the medical office to confirm the time of the appointment.
 - b. If a student shows a pattern of chronic absenteeism due to illness, district staff may require physician verification of any further student absences.

Parental Notifications

At the beginning of each school year, the Superintendent or designee shall:

1. Notify parents/guardians of the right to excuse a student from school in order to participate in religious exercises or to receive moral and religious instruction at their places of worship, or at other suitable places away from school property designated by a religious group, church, or denomination (Education Code 46014, 48980)
2. Notify students in grades 7-12 and the parents/guardians of all students enrolled in the district that school authorities may excuse any student from school to obtain confidential medical services without the consent of the student's parent/guardian (Education Code 46010.1)

- Notify parents/guardians that a student shall not have a grade reduced or lose academic credit for any excused absence if missed assignments and tests that can reasonably be provided are satisfactorily completed within a reasonable period of time. Such notice shall include the full text of Education Code 48205. (Education Code 48980)

Policy Reference Disclaimer:

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

State

5 CCR 306
 5 CCR 420-421
 Ed. Code 1740
 Ed. Code 37201
 Ed. Code 37223
 Ed. Code 41601
 Ed. Code 42238-42250.1
 Ed. Code 46000
 Ed. Code 46010-46015
 Ed. Code 46110-46120
 Ed. Code 46140-46148
 Ed. Code 48200-48208
 Ed. Code 48210-48216
 Ed. Code 48225.5

 Ed. Code 48240-48246
 Ed. Code 48260-48273
 Ed. Code 48292
 Ed. Code 48320-48324
 Ed. Code 48340-48341
 Ed. Code 48980
 Ed. Code 49067
 Ed. Code 49701

 Elec. Code 12302
 Fam. Code 6920-6930
 W&I Code 11253.5
 W&I Code 601-601.5

Management Resources

Attorney General Opinion
 Attorney General Opinion
 Court Decision

CSBA Publication

Website
 Website

Cross References

Code

0450
 0470
 3516
 4219.41

Description

Explanation of absence
 Record of verification of absence due to illness and other causes
 Employment of personnel to supervise attendance
 School month
 Weekend classes
 Reports of average daily attendance
 Apportionments
 Attendance records
 Absences
 Attendance in kindergarten and elementary schools
 Attendance in junior high and high schools
 Children ages 6-18; compulsory full-time attendance
 Exclusions from attendance
 Work permit; excused absence; entertainment or allied industries; participation in not-for-profit performing arts organization
 Supervisors of attendance
 Truants
 Filing complaint against parent
 School attendance review boards
 Improvement of student attendance
 Parent/Guardian notifications
 Unexcused absences as cause of failing grade
 Provisions of the Interstate Compact on Educational Opportunities for Military Children
 Student participation on precinct boards
 Consent by minor for medical treatment
 Compulsory school attendance
 Habitually truant minors

Description

66 Ops.Cal.Atty.Gen. 244 (1983)
 87 Ops.Cal.Atty.Gen. 168 (2004)
 American Academy of Pediatrics et al v. Lungren et al (1997) 16 Cal.4th 307
 Improving Student Achievement by Addressing Chronic Absence, Policy Brief, December 2010
CSBA District and County Office of Education Legal Services
CSBA

Description

Comprehensive Safety Plan
 COVID-19 Mitigation Plan
 Emergencies And Disaster Preparedness Plan
 Employees With Infectious Disease

4319.41	<i>Employees With Infectious Disease</i>
5000	<i>Concepts And Roles</i>
5020	<i>Parent Rights And Responsibilities</i>
5112.1	<i>Exemptions From Attendance</i>
5112.2	<i>Exclusions From Attendance</i>
5112.5	<i>Open/Closed Campus</i>
5113.1	<i>Chronic Absence And Truancy</i>
5113.11	<i>Attendance Supervision</i>
5113.12	<i>District School Attendance Review Board</i>
5121	<i>Grades/Evaluation Of Student Achievement</i>
5131	<i>Conduct</i>
5131.4	<i>Student Disturbances</i>
5141.21	<i>Administering Medication And Monitoring Health Conditions</i>
5141.22	<i>Infectious Diseases</i>
5141.33	<i>Head Lice</i>
5144.1	<i>Suspension And Expulsion/Due Process</i>
5145.6	<i>Parent/Guardian Notifications</i>
5146	<i>Married/Pregnant/Parenting Students</i>
5147	<i>Dropout Prevention</i>
6020	<i>Parent Involvement</i>
6111	<i>School Calendar</i>
6112	<i>School Day</i>
6141.2	<i>Recognition Of Religious Beliefs And Customs</i>
6145	<i>Extracurricular And Cocurricular Activities</i>
6154	<i>Homework/Makeup Work</i>
6158	<i>Independent Study</i>
6164.2	<i>Guidance/Counseling Services</i>
6173.2	<i>Education Of Children Of Military Families</i>
6176	<i>Weekend/Saturday Classes</i>
6177	<i>Summer Learning Programs</i>
6183	<i>Home And Hospital Instruction</i>
6184	<i>Continuation Education</i>
6185	<i>Community Day School</i>

ABSENCES AND EXCUSES

Excused Absences

Subject to any applicable limitation, condition, or other requirement specified in law, a student's absence shall be excused for any of the following reasons:

1. Personal illness, including absence for the benefit of the student's mental or behavioral health. (Education Code 48205)
2. Quarantine under the direction of a county or city health officer (Education Code 48205)
3. Medical, dental, optometrical, or chiropractic appointment (Education Code 48205)
4. Attendance at funeral services for a member of the student's immediate family (Education Code 48205)

Such absences shall be limited to one day if the service is conducted in California or three days if the service is conducted out of state. (Education Code 48205)

5. Jury duty in the manner provided for by law (Education Code 48205)
6. Illness or medical appointment of a child to whom the student is the custodial parent (Education Code 48205)
7. Upon advance written request by the parent/guardian and the approval of the principal or designee, justifiable personal reasons including, but not limited to: (Education Code 48205)
 - a. Appearance in court
 - b. Attendance at a funeral service
 - c. Observance of a religious holiday or ceremony
 - d. Attendance at religious retreats for no more than four hours per semester
 - e. Attendance at an educational conference offered on the legislative or judicial process offered by a nonprofit organization

8. Service as a member of a precinct board for an election pursuant to Elections Code 12302 (Education Code 48205)
9. To spend time with an immediate family member who is an active duty member of the uniformed services, as defined in Education Code 49701, and has been called to duty

for deployment to a combat zone or a combat support position or is on leave from or has immediately returned from such deployment (Education Code 48205)

Such absence shall be granted for a period of time to be determined at the discretion of the Superintendent or designee. (Education Code 48205)

10. Attendance at the student's naturalization ceremony to become a United States citizen. (Education Code 48205)
11. Participation in a cultural ceremony or event which relates to the habits, practices, beliefs, and traditions of a certain group of people. (Education Code 48205)
12. For a middle student, engagement in a civic or political event, provided that the student notifies the school ahead of the absence. Unless otherwise permitted by the Superintendent or designee, students shall be limited to one such school day-long absence per school year. (Education Code 48205)
13. Participation in religious exercises or to receive moral and religious instruction at the student's place of worship or other suitable place away from school property as designated by the religious group, church, or denomination (Education Code 46014)

Absence for student participation in religious exercises or instruction shall not be considered an absence for the purpose of computing average daily attendance if the student attends at least the minimum school day as specified in AR 6112 - School Day, and is not excused from school for this purpose on more than four days per school month. (Education Code 46014)

14. Work in the entertainment or allied industry. (Education Code 48225.5)

Work for a student who holds a work permit in the entertainment or allied industries for a period of not more than five consecutive days. For this purpose, student absence shall be excused for a maximum of up to five absences per school year. (Education Code 48225.5)

15. Participation with a nonprofit performing arts organization in a performance for a public school audience (Education Code 48225.5)

A student may be excused for up to five such absences per school year provided that the student's parent/guardian provides a written explanation of such absence to the school. (Education Code 48225.5)

16. Other reasons authorized at the discretion of the principal or designee based on the student's specific circumstances (Education Code 48205, 48260)

For the purpose of the absences described above, *immediate family* means the student's parent/guardian, brother or sister, grandparent, or any other relative living in the student's household. (Education Code 48205)

Method of Verification

Student absence to care for a child for whom the student is the custodial parent shall not require a physician's note.

For other absences, the student shall, upon returning to school following the absence, present a satisfactory explanation, either in person or by written note, verifying the reason for the absence. Absences shall be verified by the student's parent/guardian, or other person having charge or control of the student. (Education Code 46012; 5 CCR 306)

When an absence is planned, the principal or designee shall be notified prior to the date of the absence when possible.

The following methods may be used to verify student absences:

1. Written note, fax, email, or voice mail from parent/guardian or parent representative.
2. Conversation, in person or by telephone, between the verifying employee and the student's parent/guardian or parent representative. The employee shall subsequently record the following:
 - a. Name of student
 - b. Name of parent/guardian or parent representative
 - c. Name of verifying employee
 - d. Date(s) of absence
 - e. Reason for absence
3. Visit to the student's home by the verifying employee, or any other reasonable method which establishes the fact that the student was absent for the reasons stated. The employee shall document the verification and include the information specified in item #2 above.
4. Physician's verification.
 - a. When excusing students for confidential medical services or verifying such appointments, district staff shall not ask the purpose of such appointments but may request a note from the medical office to confirm the time of the appointment.
 - b. If a student shows a pattern of chronic absenteeism due to illness, district staff may require physician verification of any further student absences.

Parental Notifications

At the beginning of each school year, the Superintendent or designee shall:

1. Notify parents/guardians of the right to excuse a student from school in order to participate in religious exercises or to receive moral and religious instruction at their places of worship, or at other suitable places away from school property designated by a religious group, church, or denomination (Education Code 46014, 48980)
2. Notify students in grades 7-8 and the parents/guardians of all students enrolled in the district that school authorities may excuse any student from school to obtain confidential medical services without the consent of the student's parent/guardian (Education Code 46010.1)
3. Notify parents/guardians that a student shall not have a grade reduced or lose academic credit for any excused absence if missed assignments and tests that can reasonably be provided are satisfactorily completed within a reasonable period of time. Such notice shall include the full text of Education Code 48205 (Education Code 48980)

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 8/10/23

Agenda Item:

Board Policy and Administrative Regulation 6164.4: Identification and Evaluation of Individuals for Special Education

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

Adoption: Regulation updated to reflect NEW LAW (SB 188, 2022), requiring each district to designate a main point of contact for coordinating and completing the transition of a child and family from Part C (Early Intervention Program for Infants and Toddlers with Disabilities) to Part B (Assistance for Children with Disabilities) of IDEA.

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Recommended Action:

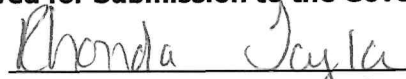
- | | |
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| <input type="checkbox"/> Informational | <input type="checkbox"/> Denial |
| <input type="checkbox"/> Discussion | <input type="checkbox"/> Ratification |
| <input type="checkbox"/> Approval | <input type="checkbox"/> Explanation: Click here 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: _____

IDENTIFICATION AND EVALUATION OF INDIVIDUALS FOR SPECIAL EDUCATION

The Governing Board recognizes the need to actively seek out and evaluate district residents from birth to age 21 who have disabilities in order to provide them with appropriate educational opportunities in accordance with state and federal law.

The Superintendent or designee shall establish a comprehensive child find system that includes procedures for the identification, screening, referral, and triennial assessment of individuals eligible for special education, as well as procedures for the planning, implementation, and review of the special education and related services provided to such individuals. (Education Code 56301)

The district's identification procedures shall include systematic methods for utilizing referrals from parents/guardians, teachers, agencies, appropriate professionals, and others members of the public, and shall be coordinated with school site procedures for referral of students whose needs cannot be met with modifications to the regular instructional program. (Education Code 56302)

The Superintendent or designee shall notify parents/guardians, in writing, of their rights related to identification, referral, assessment, instructional planning, implementation, and review, including the right to consent to any assessment concerning their child. In addition, the Superintendent or designee shall notify parents/guardians of procedures for initiating a referral for assessment to identify individuals for special education services. (Education Code 56301)

State

5 CCR 3021-3029
5 CCR 3030-3031
Ed. Code 44265.5

Ed. Code 56000-56885

Ed. Code 56043

Ed. Code 56195.8

Ed. Code 56300-56305

Ed. Code 56320-56330

Ed. Code 56333-56338

Ed. Code 56340-56347

Ed. Code 56381

Ed. Code 56425-56432

Ed. Code 56441.11

Ed. Code 56445

Ed. Code 56500-56509

Gov. Code 95000-95029.5

Description

Identification, referral and assessment

Eligibility criteria

Professional preparation for teachers of impaired students

Special education programs

Special education; timelines

Adoption of policies

Identification of individuals with disabilities

Assessment

Eligibility for specific learning disabilities

Individualized education program teams

Reassessment of students

Early education for individuals with disabilities

Eligibility criteria; children ages 3-5

Transition to grade school; reassessment

Procedural safeguards

California Early Intervention Services Act

Federal

20 USC 1232g

20 USC 1400-1482

20 USC 1412

20 USC 1415

Description

Family Educational Rights and Privacy Act (FERPA) of 1974

Individuals with Disabilities Education Act

State eligibility

Procedural safeguards

34 CFR 104.35
34 CFR 104.36
34 CFR 300.1-300.818
34 CFR 300.301-300.306
34 CFR 300.323
34 CFR 300.502

34 CFR 303.1-303.734

Evaluation and placement
Procedural safeguards
Individuals with Disabilities Education Act
Evaluations and reevaluations
When IEPs must be in effect
Independent educational evaluation of student with disability
Early Intervention Program for Infants and Toddlers with Disabilities

Management Resources

California Department of Education Publication

Court Decision

Court Decision

Court Decision

Court Decision

Court Decision

Roadmap: Child Find Under Part B of the Individuals with Disabilities Education Act, August 2021

U.S. Department of Education Publication

Website

Website

Website

Website

Description

California Practitioners' Guide for Educating English Learners with Disabilities, 2019
N.B. and C.B v. Hellgate Elementary School District (9th Cir. 2008) 541 F.3d 1202
Compton Unified School District v. Addison, (9th Cir. 2010) 598 F.3d 1181
Timothy O. v. Paso Robles Unified School District (9th Cir. 2016) 822 F.3d 1105
M.M. v. Lafayette School District (9th Cir. 2014) 767 F.3d 842
Hood v. Encinitas Union School District, (2007) 486 F.3d 1099

A Response to Intervention (RTI) Process Cannot Be Used to Delay-Deny an Evaluation for Eligibility under the Individuals with Disabilities Education Act (IDEA): Memorandum 11-07, January 2011
CSBA District and County Office of Education Legal Services
California Department of Education, Special Education
U.S. Department of Education, Office of Special Education Programs
CSBA

Cross References

Code

0410
0430
0460
0470
1312.3
1312.3-E (1)
1312.3-E (2)
3541.2
3552
4112.23
5144.2

5145.6
5145.6-E(1)
5148
5148.3
6120
6146.4
6159

Description

Nondiscrimination In District Programs And Activities
Comprehensive Local Plan For Special Education
Local Control And Accountability Plan
COVID-19 Mitigation Plan
Uniform Complaint Procedures
Uniform Complaint Procedures
Uniform Complaint Procedures
Transportation For Students With Disabilities
Summer Meal Program
Special Education Staff
Suspension And Expulsion/Due Process (Students With Disabilities)
Parent/Guardian Notifications
Parent/Guardian Notifications
Child Care And Development
Preschool/Early Childhood Education
Response To Instruction And Intervention
Differential Graduation And Competency Standards For Students With Disabilities
Individualized Education Program

6159.1	<i>Procedural Safeguards And Complaints For Special Education</i>
6159.2	<i>Nonpublic, Nonsectarian School And Agency Services For Special Education</i>
6159.3	<i>Appointment Of Surrogate Parent For Special Education Students</i>
6162.5	<i>Student Assessment</i>
6162.51	<i>State Academic Achievement Tests</i>
6163.2	<i>Animals At School</i>
6164.41	<i>Children With Disabilities Enrolled By Their Parents In Private School</i>
6164.5	<i>Student Success Teams</i>
6164.6	<i>Identification And Education Under Section 504</i>
6173.1	<i>Education For Foster Youth</i>
6173.2	<i>Education Of Children Of Military Families</i>
6183	<i>Home And Hospital Instruction</i>

IDENTIFICATION AND EVALUATION OF INDIVIDUALS FOR SPECIAL EDUCATION

The Superintendent or designee shall ensure that the district's child find process includes the collection of data and, at reasonable intervals, the screening of such data to determine if students are making adequate progress, as appropriate.

A student shall be referred for special education instruction and services only after the resources of the regular education program have been considered and used where appropriate. (Education Code 56303)

However, the district shall ensure that evaluations of children suspected of having a disability are not delayed or denied because of the implementation of response to intervention strategies.

A parent/guardian or the district may initiate a request for an initial evaluation to determine if the student is a student with a disability. (34 CFR 300.301)

When a verbal referral is made, staff shall offer assistance to the individual to make the request in writing and shall assist the individual if the individual requests such assistance. (5 CCR 3021)

All referrals from school staff for an initial evaluation shall include a brief reason for the referral and description of the regular program resources that were considered and/or modified for use with the student and, when appropriate, the results of intervention. This documentation shall not delay the timelines for completing the assessment plan or assessment. (5 CCR 3021)

Initial Evaluation for Special Education Services

Before the initial provision of special education and related services to a student with a disability, the district shall conduct an individual initial evaluation of the student's educational needs related to all areas of suspected disability. (Education Code 56320; 34 CFR 300.301)

Upon receipt of a referral of any student for special education and related services, a proposed evaluation plan shall be developed within 15 calendar days, not counting days between the student's regular school sessions or terms or calendar days of school vacation in excess of five school days, unless the parent/guardian agrees, in writing, to an extension. If the referral is made within 10 days or less prior to the end of the student's regular school year or term, the proposed evaluation plan shall be developed within 10 days after the beginning of the next regular school year or term. (Education Code 56043, 56321)

The proposed evaluation plan shall meet all of the following requirements: (Education Code 56321)

1. Be in a language easily understood by the general public
2. Be provided in the native language of the parent/guardian or other mode of communication used by the parent/guardian unless it is clearly not feasible

3. Explain the types of evaluation to be conducted
4. State that no individualized education program (IEP) will result from the evaluation without parent/guardian consent

A copy of the notice of a parent/guardian's rights and procedural safeguards shall be attached to the evaluation plan. (Education Code 56321)

The proposed written evaluation plan shall include a description of recent assessments conducted, including available independent assessments and assessment information requested by the parent/guardian to be considered, as well as information indicating the student's primary language and the student's primary language proficiency as determined by Education Code section 52164.1. (5 CCR 3022)

Before conducting an initial evaluation, the district shall provide the parent/guardian with prior written notice in accordance with 34 CFR 300.503. In addition, as part of the evaluation plan, the parent/guardian shall receive written notice that includes all of the following information: (Education Code 56329; 34 CFR 300.304, 300.502, 300.504)

1. Upon completion of the administration of tests and other evaluation materials, an IEP team meeting that includes the parent/guardian or his/her representative shall be scheduled pursuant to Education Code 56341. At this meeting, the team shall determine whether or not the student is a student with disabilities, as defined in Education Code 56026, and shall discuss the evaluation, the educational recommendations, and the reasons for the recommendations.
2. When making a determination of eligibility for special education, the district shall not determine that the student is disabled if the primary factor for such determination is lack of appropriate instruction in reading, including the essential components of reading instruction as defined in 20 USC 6368, lack of appropriate instruction in mathematics, or limited English proficiency, if the student does not otherwise meet the eligibility criteria under 34 CFR 300.8.
3. A copy of the evaluation report and the documentation of determination of eligibility shall be given to the parent/guardian.
4. If the parent/guardian disagrees with an evaluation obtained by the district, he/she has the right to obtain, at public expense, an independent educational evaluation (IEE) of the student from qualified specialists, in accordance with 34 CFR 300.502. The parent/guardian is entitled to only one such evaluation at public expense each time the district conducts an assessment with which the parent/guardian disagrees.

If the district observed the student in conducting its evaluation, or if its evaluation procedures make it permissible to have in-class observation of the student, an equivalent opportunity shall apply to the IEE. This equivalent opportunity shall apply to the student's current placement and setting as well as observation of the district's proposed placement and setting, if any, regardless of whether the IEE is initiated before or after the filing of a due process hearing proceeding.

5. The district may initiate a due process hearing pursuant to Education Code 56500-56508 to show that its evaluation is appropriate. If the final decision resulting from the due process hearing is that the evaluation is appropriate, the parent/guardian maintains the right for an IEE, but not at public expense.

If the parent/guardian obtains an IEE at private expense, the results of the IEE shall be considered by the district with respect to the provision of a free appropriate public education (FAPE) to the student, and may be presented as evidence at a due process hearing regarding the student. If the district observed the student in conducting its evaluation, or if its evaluation procedures make it permissible to have in-class observation of a student, an equivalent opportunity shall apply to an IEE of the student in the student's current educational placement and setting and in any educational placement and setting proposed by the district, regardless of whether the IEE is initiated before or after the filing of a due process hearing.

6. If the parent/guardian proposes a publicly financed placement of the student in a nonpublic school, the district shall have an opportunity to observe the proposed placement and, if the student has already been unilaterally placed in the nonpublic school by his/her parent/guardian, the student in that proposed placement. Any such observation shall only be of the student who is the subject of the observation and shall not include the observation or evaluation of any other student in the proposed placement unless that other student's parent/guardian consents to the observation or evaluation. The results of any observation or evaluation of another student in violation of Education Code 56329(d) shall be inadmissible in any due process or judicial proceeding regarding FAPE of that other student.

Parent/Guardian Consent for Evaluations

Consent means that the parent/guardian: (Education Code 56021.1; 34 CFR 300.9)

1. Has been fully informed, in his/her native language or other mode of communication, of all information relevant to the activity for which consent is sought
2. Understands and agrees, in writing, to the carrying out of the activity for which his/her consent is sought and the consent describes that activity and lists the records (if any) that will be released and to whom
3. Understands that the granting of consent is voluntary on his/her part and may be revoked at any time
4. Understands that if he/she revokes consent, that revocation is not retroactive (i.e., it does not negate an action that has occurred after the consent was given and before the consent was revoked). The district is not required to amend the education records of a student to remove any reference to the student's receipt of special education and services if the student's parent/guardian submits a written revocation of consent after the initial provision of special education and related services to the student.

Upon receiving the proposed evaluation plan, the parent/guardian shall have at least 15 days to decide whether to consent to the initial evaluation. The district shall not interpret parent/guardian consent for

initial evaluation as consent for initial placement or initial provision of special education services. (Education Code 56321; 34 CFR 300.300)

The district shall make reasonable efforts to obtain the consent of the parent/guardian for an initial evaluation or reevaluation of a student. (Education Code 56321; 34 CFR 300.300, 300.322)

The district shall maintain a record of its attempts to obtain consent, ~~which may include~~ such as: (Education Code 56342.5)

1. Detailed records of telephone calls made or attempted and the results of those calls
2. Copies of correspondence sent to the parent/guardian and any responses received
3. Detailed records of visits made to the parent/guardian's home or place of employment and the results of those visits

If a parent/guardian refuses to consent to the initial evaluation or fails to respond to a request to provide consent, the district may, but is not required to, pursue an evaluation by utilizing the procedural safeguards, including the mediation and due process procedures pursuant to 20 USC 1415 and 34 CFR 300.506-300.516. (Education Code 56321; 34 CFR 300.300)

For a student who is a ward of the state and not residing with the student's parent/guardian, the district shall make reasonable efforts to obtain the informed consent from the parent/guardian of the student for an initial evaluation to determine whether the student is a student with a disability. The district may conduct an initial evaluation without obtaining informed consent if any of the following situations exists: (Education Code 56321.1; 20 USC 1414; 34 CFR 300.300)

1. Despite reasonable efforts to do so, the district cannot discover the whereabouts of the parent/guardian of the student.
2. The rights of the parent/guardian of the student have been terminated in accordance with state law.
3. The rights of the parent/guardian to make educational decisions have been subrogated by a judge in accordance with state law and consent for an initial evaluation has been given by an individual appointed by the judge to represent the student.

The district need not obtain parent/guardian consent before reviewing existing data as part of an evaluation or reevaluation, or before administering a test or other evaluation that is administered to all students, unless consent is required from the parents/guardians of all students. (Education Code 56321; 34 CFR 300.300)

Conduct of the Evaluation

Within 60 calendar days of receiving parental consent for the initial assessment of a student, not counting days between the student's regular school sessions, terms, or days of school vacation in excess of five schooldays, a determination whether the student is eligible for special education and the educational needs of the student shall be made, an IEP team meeting shall occur, and an IEP shall be developed, unless the parent/guardian agrees in writing to an extension, pursuant to Education Code 56344. If the 60-day time is interrupted by a student

school vacation, the 60-day time shall recommence on the date that student schooldays reconvene and a meeting to develop an IEP for the student shall be conducted within 30 days of a determination that the student needs special education and related services. (Education Code 56043, 56344)

However, when a referral has been made for a student 30 days or less prior to the end of the regular school year, an IEP required as a result of an assessment of the student shall be developed within 30 days after the commencement of the subsequent regular school year. (Education Code 56043, 56344; 34 CFR 300.301, 300.323)

The evaluation shall be conducted by qualified personnel who are competent to perform the assessment as determined by the district. (Education Code 56320, 56322)

In addition, evaluations and reevaluations shall be administered by qualified personnel who are competent in the oral or sign language skills and written skills of the student's primary language or mode of communication and have a knowledge and understanding of the cultural and ethnic background of the student. If it is clearly not feasible to do so, an interpreter shall be used, and the assessment report shall document this condition and note that the validity of the assessment may have been affected. The normal process of second-language acquisition, as well as manifestations of dialect and sociolinguistic variance shall not be diagnosed as a disabling condition. (5 CCR 3023)

The screening of a student by a teacher or specialist to determine appropriate instructional strategies for curriculum implementation shall not be considered to be an evaluation for eligibility for special education and related services. (Education Code 56321; 20 USC 1414; 34 CFR 300.302)

In conducting the evaluation, the district shall use a variety of assessment tools and strategies to gather relevant functional, developmental, and academic information about the student. The district shall also use any information provided by the parent/guardian that may assist the district in making the determination as to whether the student is a student with a disability and, if so, the necessary components of his/her IEP when the IEP is developed, including information related to enabling the student to be involved in and to progress in the general education curriculum. (34 CFR 300.304)

The district's evaluation shall not use any single measure or assessment as the sole criterion for determining whether a student is a student with a disability and for determining the appropriate educational program for the student. The assessment shall use technically sound instruments that may assess the relative contribution of cognitive and behavioral factors in addition to physical or developmental factors. (Education Code 56320; 34 CFR 300.304)

The district shall also ensure that assessments and other evaluation materials provide relevant information that assists in determining the student's educational needs and are: (Education Code 56320; 34 CFR 300.304)

1. Selected and administered so as not to be discriminatory on a racial, cultural, or sexual basis

2. Provided and administered in the student's native language or other mode of communication and in the form most likely to yield accurate information on what the student knows and can do academically, developmentally, and functionally, unless it is clearly not feasible to so provide or administer
3. Used for the purposes for which the assessments or measures are valid and reliable
4. Administered by trained and knowledgeable personnel except that individually administered tests of intellectual or emotional functioning shall be administered by a credentialed school psychologist
5. Administered in accordance with any instructions provided by the producer of the assessments
6. Tailored to assess specific areas of educational need and not merely designed to provide a single general intelligence quotient
7. If administered to a student with impaired sensory, manual, or speaking skills, selected and administered to best ensure that the results accurately reflect the student's aptitude or achievement level or whatever other factors the test purports to measure, rather than reflecting the child's impaired sensory, manual, or speaking skills (unless those skills are the factors that the test purports to measure).

Students shall be assessed in all areas related to the suspected disability, including, if appropriate, health and development, vision (including low vision), hearing, motor abilities, language function, general intelligence, academic performance, communicative status, self-help, orientation and mobility skills, career and vocational abilities and interests, and social and emotional status. When appropriate, a developmental history shall be obtained. For students with residual vision, a low vision assessment shall be provided in accordance with guidelines established pursuant to Education Code 56136. The district shall ensure that the evaluation is sufficiently comprehensive to identify all of the student's special education and related service needs, whether or not commonly linked to the disability category in which the student has been classified. (Education Code 56320; 34 CFR 300.304)

As part of the initial evaluation and any reevaluation, the IEP team and other qualified professionals shall, if appropriate, review existing evaluation data on the student, including evaluations and information provided by the parents/guardians, current classroom-based local or state assessments and classroom-based observations, and observations by teachers and related services providers. On the basis of that review and input from the student's parent/guardian, the team shall identify what additional data, if any, are needed to determine: (Education Code 56381; 34 CFR 300.305)

1. Whether the student is a student with a disability, or in the case of a reevaluation, whether the student continues to have a disability, and the educational needs of the student
2. The present levels of academic achievement and related developmental needs of the student

3. Whether the student needs, or continues to need, special education and related services
4. Whether any additions or modifications to the special education and related services are needed to enable the student to meet the measurable annual goals set out in his/her IEP and to participate, as appropriate, in the general education curriculum

If a student has transferred from another district in the same school year or leaves this district, the district shall coordinate with the student's prior or subsequent district as necessary and as expeditiously as possible to ensure prompt completion of full evaluations. (Education Code 56320; 34 CFR 300.304)

Evaluation Report

The personnel who evaluate the student shall prepare a written report of the results of each evaluation. The report shall include, but not be limited to, the following: (Education Code 56327)

1. Whether the student may need special education and related services
2. The basis for making the determination
3. The relevant behavior noted during the observation of the student in an appropriate setting
4. The relationship of that behavior to the student's academic and social functioning
5. The educationally relevant health, developmental, and medical findings, if any
6. For students with learning disabilities, whether there is such a discrepancy between achievement and ability that it cannot be corrected without special education and related services
7. A determination concerning the effects of environmental, cultural, or economic disadvantage, where appropriate
8. The need for specialized services, materials, and equipment for students with low incidence disabilities, consistent with Education Code 56136

Eligibility Determination

Upon completion of the administration of assessments and other evaluation measures, a group of qualified professionals and the parent/guardian shall determine whether the student is a student with a disability as defined in 5 CCR 3030 and 34 CFR 300.8 and, if so, his/her educational needs. In interpreting the data, the group shall draw information from a variety of sources, including aptitude and achievement tests, parent/guardian input, and teacher recommendations, as well as information about the student's physical condition, social or cultural background, and adaptive behavior. The group shall ensure that the information obtained from these sources is documented and carefully considered. (34 CFR 300.306)

When making a determination of eligibility for special education and related services, the district shall not determine that a student is disabled if the primary factor for such determination is a lack of appropriate instruction in reading, including the essential components of reading instruction pursuant to 20 USC 6368, lack of instruction in mathematics, limited English proficiency, or that the student does not otherwise meet the eligibility criteria. (Education Code 56329; 34 CFR 300.306)

The normal process of second-language acquisition, as well as manifestations of dialect and sociolinguistic variance, shall not be diagnosed as a disabling condition. (5 CCR 3023)

Independent Educational Evaluation

An independent educational evaluation is defined as an evaluation conducted by a qualified examiner who is not employed by the district. (34 CFR 300.502)

Public expense means that the district either pays for the full cost of the IEE or ensures that the evaluation is otherwise provided at no cost to the parent/guardian. (34 CFR 300.502)

The parents/guardians of a student with a disability have the right to obtain an IEE at public expense under the same criteria, including the location of the evaluation and the qualifications of the examiner, that the district uses for a district-initiated evaluation. (34 CFR 300.502)

The parent/guardian is entitled to only one IEE at public expense each time the district conducts an evaluation with which the parent/guardian disagrees. (Education Code 56329; 34 CFR 300.502)

If a parent/guardian has requested an IEE, the district may ask for the reason that the parent/guardian objects to the district's evaluation. However, the parent/guardian is not required to provide an explanation and the district may not unreasonably delay either providing the IEE at public expense or filing a due process complaint to request a due process hearing to defend the public evaluation. (34 CFR 300.502)

Upon receiving the request for an IEE, the district shall, without unnecessary delay, either: (34 CFR 300.502)

1. File a due process complaint to request a hearing to show that its evaluation is appropriate
2. Ensure that an IEE is provided at public expense, unless the district demonstrates at a hearing that the evaluation obtained by the parent/guardian did not satisfy the district's criteria

If a due process hearing decision determines that the district's evaluation is appropriate, then the parent/guardian may obtain an IEE but not at public expense. (Education Code 56329; 34 CFR 300.502)

In any decision made with respect to providing FAPE to a student with a disability, the result of any IEE obtained by the student's parent/guardian shall be considered by the district if it

meets district criteria. Any such result also may be presented as evidence at a hearing on a due process complaint. (Education Code 56329; 34 CFR 300.502)

Coordinating Transitions

The district designates the individual listed below as the main point of contact for coordinating and completing, with other agencies and persons, the transition of a child and family from infant/toddler programs to preschool (Part C to Part B of the federal Individuals with Disabilities Education Act), including establishing practices to educate and support families during the transition: (Government Code 95008)

Director of Special Education
12335 Woodside Avenue
Lakeside, CA 92040
(619) 390-2600
dstein@lsusd.net

Reevaluation

A reevaluation shall be conducted when the district determines that the educational or related service needs of the student, including improved academic achievement and functional performance, warrant a reevaluation or if the student's parent/guardian or teacher requests reevaluation. Such reevaluations shall occur every three years, unless the parent/guardian and district agree in writing that a reevaluation is unnecessary. A reevaluation may not occur more than once a year, unless the parent/guardian and the district agree otherwise. (Education Code 56043, 56381; 34 CFR 300.303)

The district shall ensure that any reevaluations of the student are conducted in accordance with the evaluation procedures pursuant to 34 CFR 300.304-300.311. (34 CFR 300.303)

Before entering kindergarten or first grade, as the case may be, children with disabilities who are in a preschool program shall be reevaluated to determine if they still need special education and services. IEP teams shall identify a means of monitoring the continued success of children who are determined to be eligible for less intensive special education programs. (Education Code 56445)

The district's point of contact for coordinating and completing the transition of a child and family from infant/toddler programs to preschool, may coordinate the reevaluation and monitoring as described above for kindergarten or first grade.

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 8/10/23

Agenda Item:

Board Policy 6177: Summer Learning Programs

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

Adoption: Policy updated to clarify that summer learning programs are part of the Expanded Learning Opportunities (ELO) Program and to reflect the requirements of the ELO programs to offer access to specified students, as provided in NEW LAW (AB 181 and 185, 2022). Policy also updated to reference NEW GUIDANCE from the California Department of Education which clarifies that districts are prohibited from charging fees for summer school.

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Recommended Action:

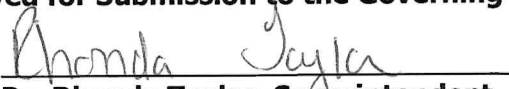
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|---|---|
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| <input type="checkbox"/> Discussion | <input type="checkbox"/> Ratification |
| <input type="checkbox"/> Approval | <input type="checkbox"/> Review <small>Click here to enter text.</small>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

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: _____

SUMMER LEARNING PROGRAMS

The Governing Board recognizes that an extended break from the instructional program may result in significant learning loss, especially among disadvantaged and low-achieving students, and desires to provide opportunities during the summer for students to practice essential skills, make academic progress, and develop social, emotional, and physical needs and interests through hands-on engaging learning experiences.

Summer programs offered by the district shall be aligned with the district's local control and accountability plan (LCAP), other applicable district and school plans, and the educational program provided during the school year. When feasible, summer programs shall blend high-quality academic instruction in core curricular and/or elective subjects with recreation, nutrition programs, social and emotional development, and support services that encourage attendance, student engagement in learning, and student wellness.

Summer School

The Superintendent or designee, with Board approval, may establish summer school day and/or evening classes.

The district's summer school program may be used to provide supplemental instruction to students needing remediation and/or enrichment in core academic subjects.

As appropriate, priority for enrollment in summer school programs shall be given to district students who:

1. Need course credits in order to graduate from high school before the beginning of the next school year
2. Have been retained or are at risk of being retained at their grade level
3. Demonstrate academic deficiencies in core curriculum areas
4. Are in targeted student groups identified in the district's LCAP as needing increased or improved services to succeed in the educational program
5. Are in grades transitional kindergarten (TK)-6 and are required to be offered or provided access to Expanded Learning Opportunities Programs pursuant to Education Code 46120 and BP/AR 5184.2 - Before/After School Programs

The remaining openings shall be offered to other district students on a first-come first-served basis.

Because summer courses cover extensive instructional content in a relatively short time period, students who have more than three excused absences or one unexcused absence may not receive credit for summer session class(es) unless they make-up missed work in accordance with law, Board policy, and administrative regulation.

Sites for summer school programs may be rotated in an effort to make summer school programs more accessible to all students, regardless of residence or regular attendance area, and to accommodate the maintenance needs of district schools.

The Superintendent or designee shall annually report to the Board on summer school enrollment in the current year and previous year for the program as a whole and disaggregated by grade level, school that the students attend during the regular school year, and student population. In addition, the Superintendent or designee may report on the extent to which students successfully achieved the outcomes established for the program.

Additional Summer Learning Opportunities

The Superintendent or designee may collaborate with parents/guardians, city and county agencies, community organizations, child care providers, and/or other interested persons to develop, implement, and build awareness of organized activities that support summer learning.

Strategies to support summer learning may include, but are not limited to:

1. Providing information to students and parents/guardians about summer reading programs scheduled to be conducted by public libraries or community organizations
2. Collaborating with the local parks and recreation agency and/or community organizations to provide day camps, sports programs, or other opportunities for physical education and activity
3. Collaborating with workforce development agencies, businesses, and community organizations to provide summer job training opportunities that include an academic component
4. Encouraging reading in the home, such as providing lists of recommended reading to students and parents/guardians, establishing a target number of books or pages, and providing prizes for achievement of reading goals
5. Assigning summer vacation homework in core curricular subject(s) for extra credit
6. Conducting occasional, interactive "fun days" during the summer to provide activities related to art, music, science, technology, mathematics, environmental science, multicultural education, debate, or other subject
7. Arranging opportunities for community service

Policy Reference Disclaimer:

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

5 CCR 3043
 Ed. Code 37252-37254.1
 Ed. Code 39837
 Ed. Code 41505-41508
 Ed. Code 41976.5

 Ed. Code 42238.01-42238.07
 Ed. Code 48070-48070.5
 Ed. Code 51210
 Ed. Code 51220
 Ed. Code 51730-51732

 Ed. Code 52052
 Ed. Code 52060-52077
 Ed. Code 54444.3
 Ed. Code 56345
 Ed. Code 58700-58702

 Ed. Code 58806
 Ed. Code 8482-8484.6
 Ed. Code 8484.7-8484.9
 Federal
 20 USC 6311-6322
 20 USC 7171-7176

Management Resources

CSBA Publication

 CSBA Publication
 National Summer Learning Association
 Publication
 National Summer Learning Association
 Publication
 Rand Corporation Publication

 Website
 Website
 Website
 Website
 Website
 Website
 Website

Cross References

Code
 0200
 0460
 1330.1
 1400
 1700
 3260
 3552
 3553
 5030
 5113
 5113.2
 5123
 5141.6
 5147

Extended school year; special education students
 Supplemental instruction
 Transportation to summer employment program
 Pupil Retention Block Grant
 Summer school programs; substantially disabled persons or graduating
 high school seniors
 Local control funding formula
 Promotion and retention
 Course of study for grades 1-6
 Course of study for grades 7-12
 Powers of governing boards (authorization for elementary summer school
 classes); admissions of adults and minors
 Accountability; numerically significant student subgroups
 Local control and accountability plan
 Summer program for migrant students
 Individualized education program contents
 Credit towards summer school apportionments for tutoring and
 homework assistance
 Summer school apportionments
 After School Education and Safety Program
 21st Century Community Learning Centers
 Description
 Improving basic programs for disadvantaged students
 21st Century Community Learning Centers

Description

***School's Out, Now What? How Summer Programs Are Improving
 Student Learning and Wellness, Policy Brief, April 2013***
Summer Learning and Wellness Resource Guide
New Vision for Summer School, 2010

Healthy Summers for Kids: Turning Risk into Opportunity, May 2012

***Making Summer Count: How Summer Programs Can Boost Children's
 Learning, 2011***
CSBA District and County Office of Education Legal Services
National Summer Learning Association
RAND Corporation
Summer Matters
Partnership for Children and Youth
California Department of Education
CSBA

Description

Goals For The School District
Local Control And Accountability Plan
Joint Use Agreements
Relations Between Other Governmental Agencies And The Schools
Relations Between Private Industry And The Schools
Fees And Charges
Summer Meal Program
Free And Reduced Price Meals
Student Wellness
Absences And Excuses
Work Permits
Promotion/Acceleration/Retention
School Health Services
Dropout Prevention

5148.2	<i>Before/After School Programs</i>
6000	<i>Concepts And Roles</i>
6011	<i>Academic Standards</i>
6020	<i>Parent Involvement</i>
6111	<i>School Calendar</i>
6142.4	<i>Service Learning/Community Service Classes</i>
6142.7	<i>Physical Education And Activity</i>
6142.91	<i>Reading/Language Arts Instruction</i>
6143	<i>Courses Of Study</i>
6146.1	<i>High School Graduation Requirements</i>
6154	<i>Homework/Makeup Work</i>
6159	<i>Individualized Education Program</i>
6164.5	<i>Student Success Teams</i>
6171	<i>Title I Programs</i>
6173	<i>Education For Homeless Children</i>
6173.1	<i>Education For Foster Youth</i>
6175	<i>Migrant Education Program</i>
6176	<i>Weekend/Saturday Classes</i>
6178.1	<i>Work-Based Learning</i>
6179	<i>Supplemental Instruction</i>

Policy 6177
adopted:
revised:

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 8/10/23

Agenda Item:

Administrative Regulation 3516.2: Bomb Threats

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

First Reading: Regulation updated to reflect NEW LAW (P.L. 117-159) which requires the creation of a Federal Clearinghouse on School Safety Evidence-Based Practices to serve as a federal resource to identify and publish online practices and recommendations to improve school safety, and include that the district regularly review current guidance regarding cybersecurity and digital media awareness and incorporate recommended practices into the district's processes and procedures related to the protection of the district's network infrastructure and the monitoring and response to suspicious and/or threatening digital media content. Regulation also updated to move and amend material regarding staff training, include and align language with information provided by the U.S. Department of Homeland Security, and reflect NEW LAW (SB 906, 2022) which requires certificated and classified employees of the district, and other school officials such as Governing Board members, whose duties bring the employee or other school official in contact on a regular basis with students in any of grades 6-12, as part of a middle school or high school, who are alerted to or observe any threat or perceived threat of a homicidal act, to immediately report the threat or perceived threat to law enforcement.

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 | |

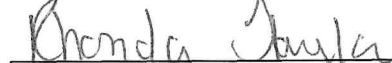
Originating Department/School: Superintendent's Office

Submitted/Recommended By:



Lisa DeRosier, Executive Assistant

Approved for Submission to the Governing Board:



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member: _____

BOMB THREATS

To maintain a safe and secure environment for district students and staff, the Superintendent or designee shall ensure that the district's emergency and disaster preparedness plan and/or each school's comprehensive safety plan includes procedures for ~~dealing with bomb threats~~. He/she also shall ~~provide training regarding the procedures to site administrators, safety personnel, and staff members who customarily handle mail, telephone calls, or email~~ **managing bomb threats. Additionally, the Superintendent or designee shall regularly review current guidance regarding cybersecurity and digital media awareness and incorporate recommended practices into the district's processes and procedures related to the protection of the district's infrastructure, and the monitoring and response to suspicious and/or threatening digital media content.**

- ~~(cf. 0450—Comprehensive Safety Plan)~~
- ~~(cf. 3516—Emergencies and Disaster Preparedness Plan)~~
- ~~(cf. 4040—Employee Use of Technology)~~
- ~~(cf. 4131—Staff Development)~~
- ~~(cf. 4231—Staff Development)~~
- ~~(cf. 4331—Staff Development)~~

Receiving Threats

Any staff member receiving a ~~telephoned~~ bomb threat **by telephone** shall try to keep the caller on the line **for as long as possible** in order to gather information about the location and timing of the bomb and the person(s) responsible. To the extent possible, the staff member should also take note of the caller's gender, age, any distinctive features of voice or speech, and any background noises such as music, traffic, machinery, or voices. **The staff member should not hang up, even if the caller does, and copy the number and/or letters on the telephone's display, if available.**

If the bomb threat is received through ~~the regular mail system~~ or in writing, the staff member who receives it should handle the letter, note, or package as minimally as possible. If the threat is received through electronic means, such as email, ~~or~~ text messaging, **or social media**, the staff member should not delete the message.

Response Procedure

The following procedure shall be followed when a bomb threat is received:

1. Any employee **or other school official** who receives a bomb threat shall immediately call 911 and ~~also~~ report the threat, **or perceived threat to law enforcement. The employee shall also report the threat** to the Superintendent or designee.

If the threat is in writing, the employee shall **rewrite the threat exactly as is on another sheet of paper, including the date, time and location the document was found, any conditions surrounding the discovery or delivery of the document, and the full names of any other employees who saw the threat. The employee**

shall secure the document and not alter it in any way. If the document is small and/or removable, the employee shall place it in a bag or the message in an envelope and take note of where and by whom it was found.

If the threat is electronic, the employee shall leave the message open, and print, photograph, or copy the message and subject line, and note of the date and time of the message.

2. Any student or employee who sees a suspicious package ~~shall promptly~~ **should not touch, tamper with, or move the item, and shall immediately notify law enforcement and** the Superintendent or designee.
3. The Superintendent or designee shall immediately ~~use fire drill signals~~ **contact law enforcement if not yet done, assess the situation, ensure the area is secured,** and initiate standard evacuation procedures as specified in the emergency plan.

~~(cf. 3516—Emergencies and Disaster Preparedness Plan)
(cf. 3516.1—Fire Drills and Fires)~~

4. The Superintendent or designee shall turn off any two-way radio equipment which is located in a threatened building.

Law enforcement and/or fire department staff shall conduct the bomb search. No school staff, **students, parents/guardians, or others on campus** shall search for or handle any explosive or incendiary device.

~~(cf. 3515.3—District Police/Security Department)~~

No one shall reenter the threatened building(s) until the Superintendent or designee declares that reentry is safe based on law enforcement and/or fire department clearance.

~~(cf. 3516.5—Emergency Schedules)~~

To the extent possible, the Superintendent or designee shall maintain communications with staff, parents/guardians, the Governing Board, other governmental agencies, and the media during the period of the incident.

~~(cf. 1112—Media Relations)~~

Following the incident, the Superintendent or designee shall provide crisis counseling for students and/or staff as needed.

~~(cf. 6164.2—Guidance/Counseling Services)~~

Any employee or student found to have made a bomb threat shall be subject to disciplinary procedures and/or criminal prosecution.

~~(cf. 4118—Suspension/Disciplinary Action)
(cf. 4218—Dismissal/Suspension/Disciplinary Action)
(cf. 5131—Conduct)~~

*(cf. 5131.7 – Weapons and Dangerous Instruments)
(cf. 5144.1 – Suspension and Expulsion/Due Process)*

Staff Training

The Superintendent or designee shall provide training regarding the assessment and reporting of potential threats and procedures for managing bomb threats to district and site administrators, safety personnel, teachers, and other staff members, as appropriate.

Legal Reference:

EDUCATION CODE

44810 Willful interference with classroom conduct

48900 Grounds for suspension or expulsion

51202 Instruction in personal and public health and safety

PENAL CODE

17 Felony, misdemeanor, classification of offenses

148.1 False report of explosive or facsimile bomb

245 Assault with deadly weapon or force likely to produce great bodily injury; punishment

594 Vandalism; penalty

Management Resources:

CSBA PUBLICATIONS

911: A Manual for Schools and the Media During a Campus Crisis, 2001

U.S. DEPARTMENT OF HOMELAND SECURITY PUBLICATIONS

Bomb Threat Checklist

WEB SITES

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

California Department of Education, Safe Schools: <http://www.cde.ca.gov/ls/ss>

U.S. Department of Homeland Security: <http://www.dhs.gov>

U.S. Department of Treasury, Bureau of Alcohol, Tobacco, Firearms and Explosives:

<http://www.THREATPLAN.org>

State

Ed. Code 44810

Ed. Code 48900

Ed. Code 49390-49395

Ed. Code 51202

Pen. Code 148.1

Pen. Code 17

Pen. Code 245

Federal

6 USC 665k

Management Resources

U.S. Dept. of Homeland Security Publication

U.S. Dept. of Homeland Security Publication

Website

Website

Website

Website

Website

Cross References

Description

Willful interference with classroom conduct

Grounds for suspension or expulsion

Homicide Threats

Instruction in personal and public health and safety

False report of explosive or facsimile bomb

Felony,; misdemeanor,; classification of offenses

Assault with deadly weapon

Description

Federal Clearinghouse on School Safety Evidence-Based Practices

Description

Bomb Threat Checklist

Bomb Threat Guidance

CSBA District and County Office of Education Legal Services

California Department of Education, Safe Schools

California State Threat Assessment System

(<https://calstas.org/>)

U.S. Department of Homeland Security

CSBA

<u>Code</u>	<u>Description</u>
0450	<i>Comprehensive Safety Plan</i>
1112	<i>Media Relations</i>
1313	<i>Civility</i>
3515	<i>Campus Security</i>
3515.3	<i>District Police/Security Department</i>
3515.31	<i>School Resource Officers</i>
3516	<i>Emergencies And Disaster Preparedness Plan</i>
3516.1	<i>Fire Drills and Fires</i>
3516.5	<i>Emergency Schedules</i>
4040	<i>Employee Use Of Technology</i>
4040-E(1)	<i>Employee Use Of Technology</i>
4118	<i>Dismissal/Suspension/Disciplinary Action</i>
4131	<i>Staff Development</i>
4218	<i>Dismissal/Suspension/Disciplinary Action</i>
4331	<i>Staff Development</i>
5131	<i>Conduct</i>
5131.7	<i>Weapons And Dangerous Instruments</i>
5144.1	<i>Suspension And Expulsion/Due Process</i>
6164.2	<i>Guidance/Counseling Services</i>

Regulation 3516.2
 approved: September 17, 2012
 revised:

LAKESIDE UNION SCHOOL DISTRICT
 Lakeside, California

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 8/10/23

Agenda Item:

Administrative Regulations 4217.3: Layoff/Rehire

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

First Reading: Regulation updated to add descriptions to the OPTION headings for the determination of "length of service" for order of layoff purposes, reflect NEW LAW (AB 438, 2021) which, for both merit and non-merit districts, specifies notice requirements and hearing rights districts must provide to permanent classified employees, as defined, who are subject to layoff due to lack of work or lack of funds, including that notice be given no later than March 15, and that classified staff may be reduced due to lack of work or lack of funds when the governing board determines during the time between five days after the enactment of an annual Budget Act and August 15 of the fiscal year to which the Budget Act applies that the district's local control funding formula apportionment per unit of average daily attendance for the fiscal year of the Budget Act has not increased by at least two percent. Regulation also updated to provide material regarding a permanent classified employee's request for a hearing, including a hearing before an administrative law judge in which the board makes the final decision regarding the sufficiency of the cause and disposition of the layoff, provide material regarding final notice before May 15 to employees affected by the layoff unless a continuance is granted, add material regarding notice to affected employees when classified positions are eliminated as a result of the expiration of a specifically funded program, and include that districts may release probationary classified employees without notice or hearing for reasons other than lack of work or lack of funds.

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Recommended Action:


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

Originating Department/School: Superintendent's Office

Submitted/Recommended By:

Approved for Submission to the Governing Board:


Lisa DeRosier, Executive Assistant


Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member: _____

**Classified Personnel
LAYOFF/REHIRE**

AR 4217.3

Classified employees shall be subject to layoff for lack of work or lack of funds. (Education Code 45114, 45308)

A classified employee shall not be laid off if a short-term employee ~~who is employed for more than 45 days~~ is retained to render a service that the classified employee is qualified to render. (Education Code 45117)

(cf. 4121—Temporary/Substitute Personnel)

Order of Layoff Within a Classification/Determination of Seniority

Within each class, the order of layoff shall be determined by length of service. (Education Code 45114, 45308)

Length of service shall be determined by the date of hire. The employee who has been employed the shortest time by the district shall be laid off first. **(Education Code 45308)**

For an employee in a "restricted position" under Education Code 45105 or 45259, the original date of employment in the restricted position shall be used to determine ~~his/her~~ **the** length of service, provided ~~he/she~~ **the employee** has completed six months of satisfactory service and has successfully passed the qualifying examination required for service in the class. **(Education Code 45105)**

(cf. 4200—Classified Personnel)

Length of service credit shall be granted for military leave of absence, including voluntary and involuntary active duty during a period of national emergency or war, as a member of the Military Reserve or the National Guard. (Education Code 45297, 45308)

(cf. 4161.5/4261.5/4361.5—Military Leave)

Length of service credit may be granted for time spent on unpaid illness or maternity leave, unpaid family care leave, or unpaid industrial accident leave. Length of service credit shall not be granted for other types of unpaid leaves. (Education Code 45308)

(cf. 4161.8/4261.8/4361.8—Family Care and Medical Leave)

(cf. 4261.1—Personal Illness/Injury Leave)

(cf. 4261.11—Industrial Accident/Illness Leave)

Notice of Layoff and Hearing Rights

Whenever a **permanent** classified employee is to be laid off for lack of work or lack of funds, **the Superintendent or designee shall, no later than March 15 and before the employee is given formal notice by the Governing Board, give to the employee written notice of the recommendation, shall be given to the employee informing him/her of the layoff, the reasons that the employee's services will not be required for the ensuing year, the date the layoff goes into effect, any displacement rights, and reemployment rights, and the employee's right**

to a hearing. The district shall adhere to the notice, hearing, and layoff procedures in Education Code 45117, Government Code 11503 and 11505, and other applicable provisions of law. ~~The notice shall be given:~~ (Education Code 45117)

An employee who is so notified may request a hearing to determine if there is cause for not reemploying the employee for the ensuing year. The request shall be in writing and shall be delivered to the person who sent notice to the employee, on or before March 15 but not less than seven days after the date the notice is served on the employee. Failure of an employee to request a hearing on or before the date specified shall constitute a waiver of the employee's right to a hearing. (Education Code 45117)

The Superintendent or designee shall serve an employee who timely requests a hearing with the District Statement of Reduction in Force documents. The employee has five calendar days from service of the District Statement of Reduction in Force documents to timely file a notice of participation with the district. The parties are entitled to discovery, if requested within 15 days of service of the District Statement of Reduction in Force documents. (Education Code 45117)

If a hearing is requested by a permanent classified employee, the proceeding shall be conducted and a decision made by an administrative law judge in accordance with Government Code 11500-11529. The Board shall make a final decision regarding the sufficiency of the cause and disposition of the layoff upon receipt of the administrative law judge's proposed decision. None of the findings, recommendations, or determinations in the proposed decision prepared by the administrative law judge shall be binding on the Board. (Education Code 45117)

Following the Board's decision, the Superintendent or designee shall give final notice of termination to the affected employee(s) before May 15 unless a continuance was granted after a request for hearing was made, in which case such date may be extended by the number of days of the continuance. (Education Code 45117)

If during the time between five days after the enactment of an annual Budget Act and August 15 of the fiscal year to which the Budget Act applies, the Board determines that the district's local control funding formula apportionment per unit of ADA for that fiscal year has not increased by at least two percent, and that it is therefore necessary to decrease the number of classified employees due to lack of work or lack of funds, the Board may issue a District Statement of Reduction in Force to those employees in accordance with a schedule of notice and hearing adopted by the Board, and layoff proceedings shall be carried out as required by law. (Education Code 45117)

1. ~~At least 45 days prior to the effective date of the layoff, if the layoff is for lack of work resulting from a bona fide reduction or elimination of service being performed.~~
2. ~~In writing, no later than April 29, if the layoff is for lack of funds due to the expiration of a specially funded program at the end of any school year. However, if the termination date of the specially funded program is other than June 30, the employee shall be given notice at least 45 days from the effective date of the layoff.~~

~~The district is not bound to provide 45-day notice in the event of an actual and existing financial inability to pay the salaries of classified employees or if the layoff is due to a lack of work resulting from conditions not foreseeable or preventable by the district. (Education Code 45117)~~

When classified positions are eliminated as a result of the expiration of a specifically funded program, the district shall give written notice to the affected employee(s) not less than 60 days prior to the effective date of the layoff informing the employee(s) of the layoff date, any displacement rights, and employment rights. (Education Code 45117)

~~The district also is not **required** bound to provide a **layoff** 45-day notice to any person hired as a short-term employee for a period not exceeding 45 **60** days **whose service may not be extended or renewed.** (Education Code 45117)~~

Additionally, the district may release probationary classified employees without notice or hearing for reasons other than lack of work or lack of funds. (Education Code 45117)

Reemployment

~~Classified employees laid off because of lack of work or lack of funds shall be eligible for reemployment for a period of 39 months and shall be reemployed in preference to new applicants. Reemployment shall be in order of seniority. Persons so laid off also have the right to apply and establish their qualification for vacant promotional positions within the district during the 39-month period. ~~When an employee is reemployed in a class that is different from the one in which he/she had permanent status, the employee shall be required to serve the probationary period for the new position.~~ (Education Code 45114, 45298, 45308)~~

When a vacancy occurs, the district shall give the employee with the most seniority an opportunity to accept or reject the position, by first calling the employee at the employee's last known telephone number to notify the employee of the vacancy and then sending written notice by certified and standard mail to the employee's last known address. The employee shall advise the district of the decision by any means no later than 10 calendar days from the date the notice was sent. If the employee accepts, the employee shall report to work no later than two calendar weeks from the vacancy notification date or on a later date specified by the district.

~~In order to be reemployed, an employee must be capable of performing the essential duties of the job. When an otherwise eligible employee is unable to perform the essential duties of the job, he/she shall be kept on the reemployment list until another opportunity becomes available or the period of reemployment eligibility expires, whichever occurs first.~~

~~(cf. 4032 - Reasonable Accommodation)~~

Upon rejecting two offers of reemployment, the employee's name shall be removed from the reemployment list and the employee will forfeit all reemployment rights to which the employee would otherwise be entitled.

When an employee is notified of a vacancy and fails to respond or report to work within time limits specified by district procedures, the employee's name shall be removed from

the reemployment list and all reemployment rights to which he/she the employee would otherwise be entitled shall be forfeited.

If an employee is reemployed in a new position and fails to complete the probationary period in the new position, the employee shall be returned to the reemployment list for the remainder of the 39-month period. The remaining time period shall be calculated as the time remaining in the 39-month period as of the date of reemployment. (Education Code 45114, 45298)

Reinstatement of Benefits

When a laid-off employee is reemployed, all accumulated sick leave credit shall be restored.

~~A laid-off permanent employee shall be reemployed with all rights and benefits accorded to him/her at the time of layoff.~~ A laid-off probationary employee shall be reemployed as a probationary employee, and the time served toward the completion of the required probationary period shall be counted. ~~He/she~~ **The employee** shall also be reemployed with all rights and benefits accorded to him/her at the time of layoff.

A laid-off employee, when reemployed, shall be placed on the salary step held at the time of layoff. An employee who was bumped into a lower class shall, when reinstated to the previous class, be placed on the salary step to which ~~he/she~~ **the employee** would have progressed had ~~he/she~~ **the employee** remained there. An adjusted anniversary date shall be established for step increment purposes so as to reflect the actual amount of time served in the district.

Voluntary Demotion or Reduction of Hours

Classified employees who take voluntary demotion or voluntary reduction in assigned time in lieu of layoff, or in order to remain in their present position rather than be reclassified or reassigned, shall be granted the same rights as employees who are laid off. In addition, such employees shall retain eligibility to be considered for reemployment in their previously held class or position with increased assigned time, for an additional period of time up to 24 months as determined by the ~~Governing~~ Board on a class-by-class basis, provided that the same test of fitness under which they qualified for appointment to that class shall still apply. (Education Code 45114, 45298)

Employees who take voluntary demotion or voluntary reduction in assigned time in lieu of layoff shall have the option of returning to a position in their former class or to positions with increased assigned time as vacancies become available and without limitation of time. If there is a valid reemployment list, they shall be ranked on that list in accordance with their proper seniority. (Education Code 45114, 45298)

Legal Reference:

EDUCATION CODE

~~45101 Definitions~~

~~45103 Classified service in districts not incorporating the merit system~~

~~45105 Positions under various acts not requiring certification qualifications; classification~~

~~45113 Rules and regulations for classified service in districts not incorporating the merit system~~

~~45114 Layoff and reemployment procedures; definitions~~

~~45115 Layoff; Reinstatement from service retirement~~

45117 *Notice of layoff*
 45286 *Limited term employees*
 45297 *Right to take equivalent examination while employee in military service*
 45298 *Reemployment and promotional examination preference of persons laid off; voluntary demotions or reductions in time*
 45308 *Order of layoff and reemployment; length of service*
 45309 *Reinstatement of permanent noncertified employees after resignation*
UNITED STATES CODE, TITLE 38
 4301-4307 *Veterans' Reemployment Rights*
COURT DECISIONS
California School Employees Association v. The Governing Board of East Side Union High School District (2011) 193 Cal.App.4th 540
Tucker v. Grossmont Union High School District (2008) 168 Cal.App.4th 640
San Mateo City School District v. Public Employment Relations Board (1983) 33 Cal.3d 850, 866

Management Resources:

WEB SITES

California School Employees Association: <http://www.csea.com>

<i>State</i>	<i>Description</i>
<i>Ed. Code 45101</i>	<i>Definitions; disciplinary action and cause</i>
<i>Ed. Code 45103</i>	<i>Classified service in districts not incorporating the merit system</i>
<i>Ed. Code 45105</i>	<i>Positions under various acts not requiring certification qualifications</i>
<i>Ed. Code 45113</i>	<i>Notification of charges; classified employees</i>
<i>Ed. Code 45114</i>	<i>Layoff and reemployment procedures; definitions</i>
<i>Ed. Code 45115</i>	<i>Layoff; reinstatement from service retirement</i>
<i>Ed. Code 45117</i>	<i>Notice of layoff; classified employees</i>
<i>Ed. Code 45286</i>	<i>Limited term employees</i>
<i>Ed. Code 45297</i>	<i>Right to take equivalent examination while employee in military service</i>
<i>Ed. Code 45298</i>	<i>Reemployment of persons laid off; voluntary demotions or reductions in time</i>
<i>Ed. Code 45308</i>	<i>Order of layoff and reemployment; length of service</i>
<i>Ed. Code 45309</i>	<i>Reinstatement of permanent noncertified employees after resignation</i>
<i>Gov. Code 11500-11529</i>	<i>Administrative adjudication; formal hearings</i>
<i>Federal</i>	<i>Description</i>
<i>38 USC 4301-4335</i>	<i>Employment and reemployment rights of members of the uniformed services</i>
<i>Management Resources</i>	<i>Description</i>
<i>Court Decision</i>	<i>San Mateo City School District v. Public Employment Relations Board (1983) 33 Cal.3d 850</i>
<i>Court Decision</i>	<i>Tucker v. Grossmont Union High School District (2008) 168 Cal.App.4th 640</i>
<i>Website</i>	<u>CSBA District and County Office of Education Legal Services</u>
<i>Website</i>	<u>California School Employees Association</u>

Cross References

<i>Code</i>	<i>Description</i>
<i>1240</i>	<u>Volunteer Assistance</u>
<i>4032</i>	<u>Reasonable Accommodation</u>
<i>4112.9</i>	<u>Employee Notifications</u>
<i>4112.9-E(1)</i>	<u>Employee Notifications</u>
<i>4121</i>	<u>Temporary/Substitute Personnel</u>
<i>4161.11</i>	<u>Industrial Accident/Illness Leave</u>
<i>4161.5</i>	<u>Military Leave</u>
<i>4161.8</i>	<u>Family Care And Medical Leave</u>
<i>4200</i>	<u>Classified Personnel</u>
<i>4212.9</i>	<u>Employee Notifications</u>
<i>4212.9-E(1)</i>	<u>Employee Notifications</u>

4261.1
4261.11
4261.5
4261.8
4312.9
4312.9-E(1)
4361.11
4361.5
4361.8

Personal Illness/Injury Leave
Industrial Accident/Illness Leave
Military Leave
Family Care And Medical Leave
Employee Notifications
Employee Notifications
Industrial Accident/Illness Leave
Military Leave
Family Care And Medical Leave

Regulation 4217.3
approved: September 17, 2012
revised:

LAKESIDE UNION SCHOOL DISTRICT
Lakeside, California

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 8/10/23

Agenda Item:

Board Policy and Administrative Regulation 6164.6: Identification and Education Under Section 504

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

First Reading: Minor changes

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: _____

IDENTIFICATION AND EDUCATION UNDER SECTION 504

The Governing Board believes that all children, including children with disabilities, should have the opportunity to learn in a safe and nurturing environment. The Superintendent or designee shall work to identify children with disabilities who reside within the jurisdiction of the district in order to ensure that they receive educational related services by law.

The Superintendent or designee shall provide qualified students with disabilities with a free appropriate public education (FAPE) as defined under Section 504 of the federal Rehabilitation Act of 1973. Such students shall receive regular or special education and related aids and services designed to meet their individual educational needs as adequately as the needs of students without disabilities are met. (34 CFR 104.33)

~~(cf. 0410—Nondiscrimination in District Programs and Activities)~~
~~(cf. 0430—Comprehensive Local Plan for Special Education)~~
~~(cf. 5141.241—Administering Medication and Monitoring Health Conditions)~~
~~(cf. 5144.22—Infectious Diseases)~~
~~(cf. 5141.23—Asthma Management)~~
~~(cf. 514.24—Specialized health Care Services)~~
~~(cf. 5141.27—Food Allergies/Special Dietary Needs)~~
~~(cf. 5144.2—Suspension and Expulsion Due Process (Students with Disabilities))~~
~~(cf. 6164.4—Identification and Evaluation of Individuals for Special Education)~~

In addition, qualified students with disabilities shall be provided an equal opportunity to participate in programs and activities that are integral components of the district's basic education program, including, but not limited to, extracurricular athletics, interscholastic sports, and/or other nonacademic activities. (34 CFR 104.37)

~~(cf. 6145—Extracurricular and Coextracurricular Activities)~~
~~(cf. 6145.2—Athletic Competition)~~
~~(cf. 6145.5—Student Organizations and Equal Access)~~

The district's local control and accountability plan shall include goals and specific actions to improve student achievement and other outcomes of students with disabilities. At least annually, the Superintendent or designee shall assess the district's progress in attaining the goals established for students with disabilities and shall report these results to the Board. (Education Code 52052, 52060)

~~(cf. 0460—Local Control and Accountability Plan)~~

In providing services to students with disabilities under Section 504, the Superintendent or designee shall ensure district compliance with law, including providing the students and their parents/guardians with applicable procedural safeguards and required notifications. Any dispute as to the identification, evaluation, or placement of any student with a disability shall be resolved in accordance with the processes specified in the "Procedural Safeguards" section of the accompanying administrative regulation.

The Superintendent or designee may maintain a list of impartial hearing officers who are qualified and willing to conduct Section 504 hearings when available. To ensure impartiality, such officers shall not be employed by or under contract with the district in any other capacity

except as hearing officer and shall not have any professional or personal involvement that would affect their impartiality or objectivity in the matter.

Legal Reference:

EDUCATION CODE

49423.5 *Specialized physical health care services*

52052 *Numerically significant student subgroups*

52060-52077 *Local control and accountability plan*

56043 *Special education, timelines*

56321 *Assessment; development of IEP; parental notifications, consent*

CODE OF REGULATIONS, TITLE 5

3051.12 *Health and Nursing Services*

UNITED STATES CODE, TITLE 20

1232g *Family Educational Rights and Privacy Act of 1974*

1400-1482 *Individuals with Disabilities Education Act*

UNITED STATES CODE, TITLE 29

705 *Definitions; Vocational Rehabilitation Act*

794 *Rehabilitation Act of 1973, Section 504*

UNITED STATES CODE, TITLE 42

12101-12213 *Americans with Disabilities Act*

CODE OF REGULATIONS, TITLE 28

35.101-35.190 *Nondiscrimination on the basis of disability in state and local government services*

CODE OF FEDERAL REGULATIONS, TITLE 34

104.1-104.61 *Nondiscrimination on the basis of handicap, especially:*

104.1 *Purpose to effectuate Section 504 of the Rehabilitation Act of 1973*

104.3 *Definitions*

104.32 *Location and notification*

104.33 *Free appropriate public education*

104.34 *Educational setting*

104.35 *Evaluation and placement*

104.36 *Procedural safeguards*

104.37 *Nonacademic services*

104.7 *Responsible employee; grievance procedures*

COURT DECISIONS

Christopher S. v. Stanislaus County Office of Education, (2004) 384 F.3d 1205

Management Resources:

CSBA PUBLICATIONS

Rights of Students with Diabetes Under IDEA and Section 504, Policy Brief, December 2007

CALIFORNIA DEPARTMENT OF EDUCATION LEGAL ADVISORIES

Legal Advisory on Rights of Students with Diabetes in California's K-12 Public Schools, August 2007

U.S. DEPARTMENT OF EDUCATION OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Dear Colleague Letter and Resource Guide on Students with ADHD, July 2016

Protecting Students with Disabilities: Frequently Asked Questions About Section 504 and the Education of Children with Disabilities, October 2015

Dear Colleague Letter, January 2013

Dear Colleague Letter and Questions and Answers on ADA Amendments Act of 2008 for Students with Disabilities Attending Public Elementary and Secondary Schools, January 2012

Free Appropriate Public Education for Students with Disabilities: Requirements under Section 504 of the Rehabilitation Act of 1973, September 2007

WEB SITES

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

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

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

Policy Reference Disclaimer:

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

<u>State</u>	<u>Description</u>
34 CFR 303.1-303.734	Early Intervention Program for Infants and Toddlers with Disabilities
5 CCR 3021-3029	Identification, referral and assessment
5 CCR 3030-3031	Eligibility criteria
Ed. Code 44265.5	Professional preparation for teachers of impaired students
Ed. Code 56000-56885	Special education programs
Ed. Code 56043	Special education; timelines
Ed. Code 56195.8	Adoption of policies
Ed. Code 56300-56305	Identification of individuals with disabilities
Ed. Code 56320-56330	Assessment
Ed. Code 56333-56338	Eligibility for specific learning disabilities
Ed. Code 56340-56347	Individualized education program teams
Ed. Code 56381	Reassessment of students
Ed. Code 56425-56432	Early education for individuals with disabilities
Ed. Code 56441.11	Eligibility criteria; children ages 3-5
Ed. Code 56445	Transition to grade school; reassessment
Ed. Code 56500-56509	Procedural safeguards
Gov. Code 95000-95029.5	California Early Intervention Services Act

<u>Federal</u>	<u>Description</u>
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1400-1482	Individuals with Disabilities Education Act
20 USC 1412	State eligibility
20 USC 1415	Procedural safeguards
34 CFR 104.35	Evaluation and placement
34 CFR 104.36	Procedural safeguards
34 CFR 300.1-300.818	Individuals with Disabilities Education Act
34 CFR 300.301-300.306	Evaluations and reevaluations
34 CFR 300.323	When IEPs must be in effect
34 CFR 300.502	Independent educational evaluation of student with disability

<u>Management Resources</u>	<u>Description</u>
California Department of Education Publication	California Practitioners' Guide for Educating English Learners with Disabilities, 2019
Court Decision	N.B. and C.B v. Hellgate Elementary School District (9th Cir. 2008) 541 F.3d 1202

<u>Management Resources</u>	<u>Description</u>
Court Decision	<i>Compton Unified School District v. Addison (9th Cir. 2010) 598 F.3d 1181</i>
Court Decision	<i>Timothy O. v. Paso Robles Unified School District (9th Cir. 2016) 822 F.3d 1105</i>
Court Decision	<i>M.M. v. Lafayette School District (9th Cir. 2014) 767 F.3d 842</i>
Court Decision	<i>Hood v. Encinitas Union School District (2007) 486 F.3d 1099</i>
Federal Register	<i>Rules and Regulations, August 14, 2006, Vol. 71, Number 156, pages 46539-46845</i>
U.S. Department Of Education Publication	<i>Long COVID under Section 504 and the IDEA: A Resource to Support Children, Students, Educators, Schools, Service Providers, and Families, July 2021</i>
U.S. Department Of Education Publication	<i>Return to School Roadmap: Child Find Under Part B of the Individuals with Disabilities Education Act, August 2021</i>
U.S. Department of Education Publication	<i>A Response to Intervention (RTI) Process Cannot Be Used to Delay-Deny an Evaluation for Eligibility under the Individuals with Disabilities Education Act (IDEA): Memorandum 11-07, January 2011</i>
Website	<i>CSBA District and County Office of Education Legal Services</i>
Website	<i>California Department of Education, Special Education</i>
Website	<i>U.S. Department of Education, Office of Special Education Programs</i>
Website	<i>CSBA</i>

Cross References

<u>Code</u>	<u>Description</u>
0410	<i>Nondiscrimination In District Programs And Activities</i>
0430	<i>Comprehensive Local Plan For Special Education</i>
0430	<i>Comprehensive Local Plan For Special Education</i>
0460	<i>Local Control And Accountability Plan</i>
0460	<i>Local Control And Accountability Plan</i>
0470	<i>COVID-19 Mitigation Plan</i>
1312.3	<i>Uniform Complaint Procedures</i>
1312.3	<i>Uniform Complaint Procedures</i>
1312.3-E(1)	<i>Uniform Complaint Procedures</i>
1312.3-E(2)	<i>Uniform Complaint Procedures</i>
3541.2	<i>Transportation For Students With Disabilities</i>
3552	<i>Summer Meal Program</i>
3552	<i>Summer Meal Program</i>
4112.23	<i>Special Education Staff</i>
5144.2	<i>Suspension And Expulsion/Due Process (Students With Disabilities)</i>
5145.6	<i>Parent/Guardian Notifications</i>

<u>Code</u>	<u>Description</u>
5145.6-E(1)	Parent/Guardian Notifications
5148	Child Care And Development
5148	Child Care And Development
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6120	Response To Instruction And Intervention
6146.4	Differential Graduation And Competency Standards For Students With Disabilities
6159	Individualized Education Program
6159	Individualized Education Program
6159.1	Procedural Safeguards And Complaints For Special Education
6159.1	Procedural Safeguards And Complaints For Special Education
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education
6159.3	Appointment Of Surrogate Parent For Special Education Students
6159.3	Appointment Of Surrogate Parent For Special Education Students
6162.5	Student Assessment
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6163.2	Animals At School
6163.2	Animals At School
6164.41	Children With Disabilities Enrolled By Their Parents In Private School
6164.41	Children With Disabilities Enrolled By Their Parents In Private School
6164.5	Student Success Teams
6164.5	Student Success Teams
6164.6	Identification And Education Under Section 504
6164.6	Identification And Education Under Section 504
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6173.2	Education Of Children Of Military Families
6173.2	Education Of Children Of Military Families
6183	Home And Hospital Instruction

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

LAKESIDE UNION SCHOOL DISTRICT
Lakeside, California

Instruction

AR 6164.6

IDENTIFICATION AND EDUCATION UNDER SECTION 504

The Superintendent designates the following position as the district's 504 Coordinator to implement the requirements of Section 504 of the Federal Rehabilitation Act of 1973: (340CFR 104.7)

Director, Student Support Services

12335 Woodside Avenue, Lakeside, CA 92040

(619) 390-2600 x2760

Definitions

For the purpose of implementing Section 504, the following terms and phrases shall have only the meanings specified below:

Free appropriate public education (FAPE) means the provision of regular or special education and related aids and services designed to meet the individual educational needs of a student with disabilities as adequately as the needs of students without disabilities are met, at no cost to the student or his/her parents/guardian except when a fee is specifically authorized by law for all students. (34 CFR 104.33)

(cf. 3260—Fees and Charges)

Student with a disability means a student has a physical or mental impairment which substantially limits one or more major life activities. (28 CFR 35.108)

Physical impairment means: any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more systems, such as neurological, musculoskeletal, special sense organs, respiratory, including speech organs; cardiovascular, reproductive, digestive, genito-urinary, immune, hemic lymphatic, skin, and endocrine. (28 CFR 35.108)

Mental impairment means any mental or psychological disorder, such as intellectual disability, organic brain syndrome, emotional or mental illness, and specific learning disabilities. (28 CFR 111135.108)

Substantially limits major life activities means limiting a person's ability to perform functions, as compared to most people in the general population, such as caring for himself/herself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, writing, communicating, and working. *Major life activities* also includes major bodily functions such as functions of the immune system, special sense organs and skin, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, cardiovascular, endocrine, hemic, lymphatic, musculoskeletal, and reproductive functions, as well as the operation of an individual organ within a body system. The determination of whether an impairment *substantially limits* a student's major life activities shall be made without regard to the ameliorative effects of mitigating measures other than ordinary eyeglasses or contact lenses. *Mitigating measures* are measures that an individual may use to eliminate or reduce the effects of an impairment, including, but not limited to, medications, medical supplies or equipment, prosthetic devices,

assistive adaptive neurological modifications, psychotherapy, behavioral therapy or physical therapy. (28CFR 35.108)

Referral, Identification, and Evaluation

Any action or decision to be taken by the district involving the referral, identification, or evaluation of a student with disabilities shall be in accordance with the following procedures:

1. A parent/guardian, teacher, other school employee, student success team, or community agency may refer a student to the principal or 504 Coordinator for identification as a student with a disability under Section 504.

(cf. 6164.5—Student Success Teams)

2. Upon receipt of a referral, the principal, 504 Coordinator, or other qualified individual with expertise in the area of student's suspected disability shall consider the referral and determine whether an evaluation is appropriate. This determination shall be based on a review of the student's school records, including academic and nonacademic areas of the school program; consultation with the student's teacher(s), other professionals, and the parent/guardian, as appropriate; and analysis of the student's needs.

If it is determined that an evaluation is unnecessary, the principal or 504 Coordinator shall inform the parents/guardians in writing of this decision and of the procedural safeguards available, as described in the "Procedural Safeguards" section below.

3. If the student needs or is believed to need special education or related services under Section 504, the district shall conduct an evaluation of the student prior to initial placement. (34 CFR 104.35)

Prior to conducting an initial evaluation of a student for eligibility under Section 504, the district shall obtain written parent/guardian consent.

The district's evaluation procedures shall ensure that tests and other evaluation materials: (34 CFR 104.35)

- a. Have been validated and are administered by trained personnel in conformance with the instruction provided by the test publishers
- b. Are tailored to assess specific areas of educational need and are not merely designed to provide a single general intelligence quotient
- c. Reflect aptitude or achievement or whatever else the tests purport to measure rather than his/her impaired sensory, manual, or speaking skills that the tests purport to measure.

Services and placement decisions for students with disabilities shall be determined as follows:

1. A multi-disciplinary 504 team shall be convened to review the evaluation data in order to make placement decisions.

The 504 team shall consist of a group of persons knowledgeable about the student, the meaning of the evaluation data, and the placement options. (34 CFR 104.35)

In interpreting evaluation data and making placement decisions, the team shall draw upon information from a variety of sources, including aptitude and achievement tests, teacher recommendations, physical condition, social or cultural background, and adaptive behavior. The team shall also ensure that information obtained from all such sources is documented and carefully considered and that the placement decision is made in conformity with 34 CFR 104.34. (34 CFR 104.35)

2. If, upon evaluation, a student is determined to be eligible for services under Section 504, the team shall meet to develop a written 504 services plan which shall specify the types of regular or special education services, accommodations, and supplementary aids and services necessary to ensure that the student receives FAPE.

The parents/guardians shall be invited to participate in the meeting and shall be given an opportunity to examine all relevant records.

~~(cf. 5141.21—Administering Medication and Monitoring Health Conditions)~~

~~(cf. 5141.22—Infectious Diseases)~~

~~(cf. 5141.23—Asthma Management)~~

~~(cf. 5141.24—Specialized Health Care Services)~~

~~(cf. 5141.26—Tuberculosis Testing)~~

~~(cf. 5141.27—Food Allergies/Special Dietary Needs)~~

3. If the 504 team determines that no services are necessary for the student, the record of the team's meeting shall reflect whether or not the student has been identified as a person with a disability under Section 504 and shall state the basis for the decision that no special services are presently needed. The student's parent/guardian shall be informed in writing of his/her rights and procedural safeguards, as described in the "Procedural Safeguards" section below.
4. The student shall be placed in the regular educational environment, unless the district can demonstrate that the education of the student in the regular environment with the use of supplementary aids and services cannot be achieved satisfactorily. The student shall be educated with those who are not disabled to the maximum extent appropriate to his/her individual needs. (34 CFR 104.34)
5. The district shall complete the identification, evaluation, and placement process within a reasonable time frame.
6. A copy of the student's Section 504 services plan shall be kept in his/her student record. The student's teacher(s) and any other staff who provide services to the student shall be informed of the plan's requirements.

If a student transfers to another school within the district, the principal or designee at the school from which the student is transferring shall ensure that the principal or designee at the new school receives a copy of the plan prior to the student's enrollment in the new school.

~~(cf. 5116.1—Intradistrict Open Enrollment)~~
~~(cf. 5125—Student Records)~~

Review and Reevaluation

The 504 team shall monitor the progress of the student and at least annually, shall review the effectiveness of the student's Section 504 services plan to determine whether the services are appropriate and necessary and whether the student's needs are being met as adequately as the needs of students without disabilities are met. In addition, each student's with a disability under Section 504 shall be reevaluated at least once every three years.

A reevaluation of the student's needs shall be conducted before any subsequent significant change in placement. (34 CFR 104.35)

~~(cf. 5144.1—Suspension and Expulsion/Due Process)~~
~~(cf. 5144.2—Suspension and Expulsion/Due Process (Students with Disabilities))~~

Procedural Safeguards

The Superintendent or designee shall notify the parents/guardians of students with disabilities of all district actions and decisions regarding the identification, evaluation, or educational placement of their children. -He/she also shall notify the parents/guardians of all the procedural safeguards available to them if they disagree with the district's action or decision, including an opportunity to examine all relevant records and an impartial hearing in which they shall have the right to participate. (34 CFR 104.36)

~~(cf. 6159.1—Procedural Safeguards and Complaints for Special Education)~~

If a parent/guardian disagrees with any district action or decision regarding the identification, evaluation, or educational placement of his/her child under Section 504, he/she may request a Section 504 due process hearing within 30 days of that action or decision.

Prior to requesting a Section 504 due process hearing, the parent/guardian may, at his/her discretion, but within 30 days of the district's action or decision, request an administrative review of the action or decision. The coordinator shall designate an appropriate administrator to meet with the parent/guardian to attempt to resolve the issue and the administrative review shall be held within 14 days of receiving the parent/guardian's request. If the parent/guardian did not request an administrative review, he/she may request a Section 504 due process hearing.

A Section 504 due process hearing shall be conducted in accordance with the following procedures:

1. The parent/guardian shall submit a written request to the Coordinator within 30 days of receiving the district's decision or, if an administrative review is held, within 14 days of the completion of the review. The request for the due process hearing shall include:
 - a. The specific nature of the decision with which he/she disagrees
 - b. The specific relief he/she seeks
 - c. Any other information he/she believes is pertinent to resolving the disagreement
2. Within 30 days of receiving the parent/guardian's request, the Superintendent or designee and 504 Coordinator shall select an impartial hearing officer. This 30-day deadline may be extended for good cause or by mutual agreement of the parties.
3. Within 45 days of the selection of the hearing officer, the Section 504 due process hearing shall be conducted and a written decision mailed to all parties. This 45-day deadline may be extended for good cause or by mutual agreement of the parties.
4. The party to the hearing shall be afforded the right to:
 - a. Be accompanied and advised by legal counsel and by individuals with special knowledge or training related to the problems of students who are qualified as disabled under Section 504
 - b. Present written and oral evidence
 - c. Question and cross-examine witnesses
 - d. Receive written findings by the hearing officer stating the decision and explaining the reasons for the decision

If desired, either party may seek a review of the hearing officer's decision by a federal court of competent jurisdiction.

Notifications

The Superintendent or designee shall ensure that the district has taken appropriate steps to notify students and parents/guardians of the district's duty under Section 504. (34 CFR 104.32)

(cf. 5145.6 - Parental Notifications)

Regulation
approved: September 17, 2012
revised: ~~April 19, 2018~~

LAKESIDE UNION SCHOOL DISTRICT
Lakeside, California

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 8/10/23

Agenda Item:

Board Policy, Administrative Regulation and Exhibit 6173: Education for Homeless Children

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

First Reading: Policy updated to reflect NEW LAW (AB 408, 2022) which (1) mandates that districts establish homeless education program policies and update those policies at least once every three years, and (2) requires the liaison for homeless students to offer annual training to district employees providing services to students experiencing homelessness and to inform such employees of the availability of training and the services provided by the liaison. Policy also updated to reflect NEW LAW (AB 2375, 2022) which requires districts, regardless of whether they received American Rescue Plan Act of 2021 funds, to annually administer a housing questionnaire for the purpose of identifying students experiencing homelessness, including unaccompanied minors, and annually report that number of students to the California Department of Education (CDE). Additionally, policy updated to reflect NEW LAW (SB 532, 2022) which requires districts to annually report to CDE the number of students experiencing homelessness who graduated with an exemption from district-established graduation requirements that are in addition to statewide coursework requirements. Policy updated throughout to change language from "homeless student" to "student experiencing homelessness."

Regulation updated to reflect NEW LAW (AB 408, 2022) which (1) mandates that districts establish homeless education program policies and update those policies at least once every three years, and (2) requires the liaison for homeless students to offer annual training to district employees providing services to students experiencing homelessness and to inform such employees of the availability of training and the services provided by the liaison. Regulation also updated to clarify what factors to consider when determining the "best interest" of the student in enrollment decisions. Additionally, regulation updated to reflect NEW LAW (AB 181, 2022) which exempts a student classified as unduplicated from paying a fee for transportation and NEW LAW (SB 532, 2022) which provides, when a student experiencing homelessness transfers into a district school, for additional requirements regarding the transfer of coursework and credits, exemptions from district-established graduation requirements, and for the option to remain in school to complete district-established or statewide course requirements. Regulation updated throughout to change language from "homeless student" to "student experiencing homelessness."

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 | |

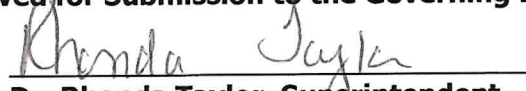
Originating Department/School: Superintendent's Office

Submitted/Recommended By:



Lisa DeRosier, Executive Assistant

Approved for Submission to the Governing Board:



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member: _____

EDUCATION FOR HOMELESS CHILDREN

The Governing Board ~~desires~~ **believes that the identification of homeless students is critical to improving the educational outcomes of such students and ensuring** ~~to ensure~~ that homeless students have access to the same free and appropriate public education provided to other students within the district. The district shall provide homeless students with access to education and other services necessary for ~~these~~ **such** students to meet the same challenging academic standards as other students.

When there are at least 15 homeless students in the district or a district school, the district's local control and accountability plan (LCAP) shall include goals and specific actions to improve student achievement and other outcomes of homeless students. (Education Code 52052, 52060, 52064)

~~Homeless students shall not be segregated into a separate school or program based on their status as homeless and shall not be stigmatized in any way.~~

(cf. 3553—Free and Reduced Price Meals)

The Superintendent or designee shall regularly review and recommend updates to district policies to ensure removal of any barriers to the education of homeless students and unaccompanied youth. Any such review shall address identification, enrollment and retention of such students, including those barriers that are due to absences or outstanding fees or fines. (42 USC 11432)

The Superintendent or designee shall designate an appropriate staff person to serve as a district liaison for homeless children and youths. The district liaison for homeless students shall fulfill the duties specified in 42 USC 11432 to assist in identifying and supporting homeless students to succeed in school.

The Superintendent or designee shall ensure that each district school identifies all homeless children and youths and unaccompanied youths enrolled at the school. (Education Code 48851)

To ensure easy identification of homeless students, the Superintendent or designee shall annually administer a housing questionnaire developed by the California Department of Education (CDE) to all parents/guardians of students and all unaccompanied youths. (Education Code 48851)

If the primary language of a student's parent/guardian or an unaccompanied youth is not English, either the housing questionnaire shall be made available in the primary language of the student's parent/guardian or the unaccompanied youth pursuant to Education Code 48985, or an appropriate translation of the housing questionnaire shall be provided upon request of a student's parent/guardian or an unaccompanied youth. (Education Code 48851)

In addition, the Superintendent or designee shall ensure that the district liaison's contact information and other information on homelessness, including, but not limited to,

information regarding the educational rights and resources available to persons experiencing homelessness, are posted on the district and school web sites as specified in the accompanying administrative regulation. (Education Code 48852.6)

The Superintendent or designee shall ensure that placement decisions for homeless students are based on the student's best interest as defined in law and administrative regulation.

Each homeless student shall be provided services that are comparable to services offered to other students in the school, including, but not limited to, transportations, educational programs for which the student meets the eligibility criteria (such as federal Title 1 services or similar state or local programs, programs for students with disabilities, and educational programs for English learners), career and technical education programs, programs for gifted and talented students, and school nutrition programs. (42 USC 11432)

Homeless students shall not be segregated into a separate school or program based on their status as homeless and shall not be stigmatized in any way. However, the Superintendent or designee may separate homeless students on school grounds as necessary for short periods of time for health and safety emergencies or to provide temporary, special, and supplementary services to meet the unique needs of homeless students. (42 USC 11432, 11433)

The Superintendent or designee shall ensure that information and/or materials for homeless students are provided in a manner and form understandable to the parents/guardians of homeless students and to unaccompanied youths.

Information about a homeless student's living situation shall be considered part of a student's educational record, subject to the Family Educational Rights and Privacy Act, shall not be deemed to be directory information as defined in 20 USC 1232g, and shall not be released without written consent. (42 USC 11432)

The Superintendent or designee shall coordinate with other agencies and entities to ensure that homeless children and youth are promptly identified, ensure that homeless students have access to and are in reasonable proximity to available education and related support services, and raise the awareness of school personnel and service providers of the effects of short-term stays in a shelter and other challenges associated with homelessness. Toward these ends, the Superintendent or designee shall collaborate with local social services agencies, other agencies or entities providing services to homeless children and youth, and, if applicable, transitional housing facilities. In addition, the Superintendent or designee shall coordinate transportation, transfer of school records, and other interdistrict activities with other local educational agencies. As necessary, the Superintendent or designee shall coordinate, within the district and with other involved local educational agencies, services for homeless students and services for students with disabilities. (42 USC 11432)

Education Code 48852.5 requires the CDE to provide specified informational and training materials to district liaisons, including informational materials on the educational rights of homeless children and youth and resources available to assist homeless children and youth. Education Code 48852.5, as amended by SB 400 (Ch. 400,

Statutes of 2021), also requires CDE to develop and implement a system to verify that districts are providing the required training to school personnel providing services to youth experiencing homelessness at least annually.

The following paragraph reflects the training requirement of Education Code 48852.5 and USDOE's "Education for Homeless Children and Youths Program Non-Regulatory Guidance," regarding the content of the professional development.

At least annually, district liaisons and other appropriate staff shall participate in professional development and other technical assistance activities to assist them in identifying and meeting the needs of homeless students. Such professional development and technical assistance shall include, but are not limited to, training on the definitions of terms related to homelessness, the signs of homelessness, the steps that should be taken once a potentially homeless student is identified, and how to connect homeless students with appropriate housing and service providers. (Education Code 48852.5;42 USC 11432)

The Superintendent or designee shall report to CDE the number of homeless children and youths and unaccompanied youths enrolled in the district as identified from the housing questionnaire described above. (Education Code 48851)

In addition, pursuant to 20 USC 6311 annual district report cards for districts receiving Title I funds are required to include disaggregated student achievement data and graduation rates of homeless students.

At least annually, the Superintendent or designee shall report to the Board on the identification of and outcomes for homeless students, which may include, but are not limited to, the housing questionnaire responses, school attendance, student achievement test results, promotion and retention rates by grade level, graduation rates, suspension/expulsion rates, and other outcomes related to any goals and specific actions identified in the LCAP. Based on the evaluation data, the district shall revise its strategies as needed to more effectively identify and support the education of homeless students.

Transportation

~~The district shall provide transportation for a homeless student to and from his/her school of origin when the student is residing within the district and the parent/guardian requests that such transportation be provided. If the student moves outside of district boundaries, but continues to attend his/her school of origin within this district, the Superintendent or designee shall consult with the superintendent of the district in which the student is now residing to agree upon a method to apportion the responsibility and costs of the transportation. (42 USC 11432)~~

~~(cf. 3250—Transportation Fees)~~

~~(cf. 3541—Transportation Routes and Services)~~

Legal Reference:

EDUCATION CODE

1980-1986 County community schools

2558.2 Use of revenue limits to determine average daily attendance of homeless children

39807.5 Payment of transportation costs by parents

UNITED STATES CODE, TITLE 42
11431-11435 McKinney-Vento Homeless Assistance Act

Management resources:

U.S. DEPARTMENT OF EDUCATION GUIDANCE

WEB SITES

California Department of Education, Homeless Children and Youth Education:

<http://www.cde.ca.gov/sp/hs/ey>

National Center for Homeless Education at SERVE: <http://www.serve.org/nche>

National Law Center on Homelessness and Poverty: <http://www.nlchp.org>

U.S. Department of Education: <http://www.ed.gov/programs/homeless/index.html>

State

5 CCR 4600-4670

Ed. Code 39807.5

Ed. Code 48850-48859

Ed. Code 48850

Ed. Code 48851

Ed. Code 48851.5

Ed. Code 48852.5

Ed. Code 48852.6

Ed. Code 48852.7

Ed. Code 48859

Ed. Code 48915.5

Ed. Code 48918.1

Ed. Code 48985

Ed. Code 51225.1-51225.3

Ed. Code 52052

Ed. Code 52060-52077

Description

Uniform complaint procedures

Payment of transportation costs by parents

Education of students in foster care and students who are homeless, especially:

Academic achievement of students in foster care and homeless children

Identification of homeless children and youths and unaccompanied youths; housing questionnaire

Local educational agency liaison for homeless children and youths

Notice of educational rights of homeless students

Web site posting of information regarding homelessness

Education of homeless students; immediate enrollment

Definitions

Recommended expulsion, homeless student with disabilities

Notice of recommended expulsion

Notices to parents in language other than English

Graduation requirements

Accountability; numerically significant student subgroups

Local control and accountability plan

Federal

20 USC 1087vv

20 USC 1232g

20 USC 1400-1482

20 USC 6311

42 USC 11431-11435

42 USC 12705

Description

Free Application for Federal Student Aid; definitions

Family Educational Rights and Privacy Act (FERPA) of 1974

Individuals with Disabilities Education Act

State plan

McKinney-Vento Homeless Assistance Act

Cranston-Gonzalez National Affordable Housing Act; state and local strategies

Management Resources

California Child Welfare Council

California Department of Education Publication 2021-22 Federal Program Monitoring Instrument, May 2021

California Department of Education Publication Homeless Education Dispute Resolution Process, March 2020

National Center for Homeless Education Homeless Liaison Toolkit, 2013-2020

Publication

U.S. Department of Education Guidance

Description

Partial Credit Model Policy and Practice Recommendations

Education for Homeless Children and Youths Program, Non-Regulatory Guidance, August 2018

California Community Colleges (<https://www.cccco.edu>)

California Department of Education, Homeless Children and Youth Education

California Interscholastic Federation (<https://www.cifstate.org/landing/index>)

California State University (<https://www.calstate.edu>)

National Center for Homeless Education at SERVE

National Homelessness Law Center

University of California (<https://www.universityofcalifornia.edu>)

Website

Website

Website

Website

Website

Website

Website

Website

U.S. Department of Education - Education for Homeless Children and Youths Grants for State and Local Activities

Website

California Child Welfare Council

<https://www.chhs.ca.gov/home/committees/california-child-welfare-council>

Cross References

<u>Code</u>	<u>Description</u>
0410	<i>Nondiscrimination In District Programs And Activities</i>
0415	<i>Equity</i>
0460	<i>Local Control And Accountability Plan</i>
0470	<i>COVID-19 Mitigation Plan</i>
0500	<i>Accountability</i>
1113	<i>District And School Web Sites</i>
1113-E(1)	<i>District And School Web Sites</i>
1312.3	<i>Uniform Complaint Procedures</i>
1312.3-E(1)	<i>Uniform Complaint Procedures</i>
1312.3-E(2)	<i>Uniform Complaint Procedures</i>
1400	<i>Relations Between Other Governmental Agencies And The Schools</i>
3250	<i>Transportation Fees</i>
3260	<i>Fees And Charges</i>
3515.4	<i>Recovery For Property Loss Or Damage</i>
3541	<i>Transportation Routes And Services</i>
3550	<i>Food Service/Child Nutrition Program</i>
3553	<i>Free And Reduced Price Meals</i>
4131	<i>Staff Development</i>
4231	<i>Staff Development</i>
4331	<i>Staff Development</i>
5111	<i>Admission</i>
5111.1	<i>District Residency</i>
5113.1	<i>Chronic Absence And Truancy</i>
5125	<i>Student Records</i>
5125.1	<i>Release Of Directory Information</i>
5125.1-E(1)	<i>Release Of Directory Information</i>
5125.2	<i>Withholding Grades, Diploma Or Transcripts</i>
5132	<i>Dress And Grooming</i>
5141.26	<i>Tuberculosis Testing</i>
5141.31	<i>Immunizations</i>
5141.32	<i>Health Screening For School Entry</i>
5141.6	<i>School Health Services</i>
5144.1	<i>Suspension And Expulsion/Due Process</i>
5144.2	<i>Suspension And Expulsion/Due Process (Students With Disabilities)</i>
5145.6	<i>Parental Notifications</i>
5145.6-E(1)	<i>Parental Notifications</i>
5148.2	<i>Before/After School Programs</i>
5148.3	<i>Preschool/Early Childhood Education</i>
6011	<i>Academic Standards</i>
6143	<i>Courses Of Study</i>
6145	<i>Extracurricular and Cocurricular Activities (BP and AR)</i>
6145.2	<i>Athletic Competition</i>
6146.3	<i>Reciprocity Of Academic Credit</i>
6159	<i>Individualized Education Program</i>
6159.1	<i>Procedural Safeguards And Complaints For Special Education</i>
6159.3	<i>Appointment Of Surrogate Parent For Special Education Students</i>
6162.51	<i>State Academic Achievement Tests</i>
6164.2	<i>Guidance/Counseling Services</i>
6171	<i>Title I Programs</i>
6172	<i>Gifted And Talented Student Program</i>
6173.1	<i>Education For Foster Youth</i>

6174
6177
6178
6179
6190

Education For English Learners
Summer Learning Programs
Career Technical Education
Supplemental Instruction
Evaluation Of The Instructional Program

Policy 6173
adopted: September 17, 2012
revised:

LAKESIDE UNION SCHOOL DISTRICT
Lakeside, California

EDUCATION FOR HOMELESS CHILDREN

Definitions

Homeless means students who lack a fixed, regular, and adequate nighttime residence and includes: (42 USC 11434a)

1. ~~Children and youths~~ **Students** who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; **or** are abandoned in hospitals; ~~or are awaiting foster care placement~~

(cf. 6173.1 – Education for Foster Youth)

2. ~~Children and youths~~ **Students** who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as regular sleeping accommodations for human beings
3. ~~Children and youths~~ **Students** who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings
4. Migratory children who qualify as homeless because the children are living in conditions described in (1)-(3) above

Unaccompanied youth **includes youth** ~~who are~~ not in the physical custody of a parent or guardian (**Education Code 48859; 42 USC 11434a**)

School of origin means the school that the **homeless** student attended when permanently housed or the school in which the student was last enrolled, **including a preschool. If the school the homeless student attended when permanently housed is different from the school in which the student was last enrolled, or if there is some other school that he/she attended within the preceding 15 months and with which the student is connected, the district liaison for homeless students shall determine, in consultation with and with the agreement of the homeless student and the person holding the right to make educational decisions for the student, and in the best interests of the homeless student, which school shall be deemed the school of origin.** (**Education Code 487852.7; 42 USC 11432**)

Best interest means **that, to the extent feasible, continuing a student's enrollment in the school of origin for the duration of his/her homelessness, except when doing so is contrary to the wishes of his/her parent/guardian. in making educational and school placement decisions for a homeless student, consideration is given to, among other factors, educational stability, the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress, and the student's access to academic resources, services, and extracurricular and enrichment activities that are available to all district students.** (**Education Code 48850, 48853; 42 USC 11432**)

District Liaison

The Superintendent designates the following staff person as the district liaison for homeless students: (42 USC 11432)

Director of Pupil Services
Lakeside Union School District
12335 Woodside Avenue
Lakeside, CA 92040
(619) 390-2600 or (619) 820-7653

The district's liaison for homeless students shall ~~ensure that:~~ **(Education Code 48851.5; 48852.5; 42 USC 11432)**

1. **Ensure that** ~~H~~homeless students are identified by school personnel ~~and~~ through **outreach and e**~~o~~**ordinated coordination** activities with other entities and agencies

(ef. 1400—Relations between Other Governmental Agencies and the Schools)

(ef. 3553—Free and Reduced Price Meals)

(ef. 5141.6—School Health Services)

2. **Ensure that** ~~H~~homeless students **are enrolled in**, and have a full and equal opportunity to succeed in, district schools
3. **Ensure that** ~~H~~homeless families and ~~students~~ **children have access to and** receive educational services for which they are eligible, **including services through Head Start and Early Head Start programs, early intervention services under Part C of the federal Individuals with Disabilities Education Act, and other preschool programs administered by the district**
4. **Ensure that homeless families and students receive referrals to health care services, dental services, mental health and substance abuse services, housing services, and other appropriate services**
- 4.5. **Inform** parents/guardians ~~are informed~~ of the educational and related opportunities available to their children and **ensure that they** are provided with meaningful opportunities to participate in the education of their children
- 5.6. **Disseminate public** ~~N~~notice of the educational rights of homeless children is ~~disseminated at places where children receive services, in locations frequented by~~ **parents/guardians of homeless children and youth and by unaccompanied youth, including such as schools, shelters, public libraries, and hunger relief agencies (soup kitchens). The rights shall be presented in a manner and form understandable to the parents/guardians of homeless students and unaccompanied youth.**
- 6.7. **Mediate** ~~E~~enrollment disputes ~~are mediated in accordance with law, Board policy, and administrative regulation~~ **the section “Resolving Enrollment Disputes” below**

- 7.8. Fully Inform Parents/guardians of homeless students and unaccompanied youth are fully informed of all transportation services, including transportation to the school of origin, and assist them in accessing transportation to the school of choice**

(cf. 3250—Transportation Fees)

(cf. 3541—Transportation Routes and Services)

- 9. Ensure that school personnel providing services to homeless students, including principals and instructional support personnel, receive professional development and other support**
- 10. Ensure that unaccompanied youth are enrolled in school, have opportunities to meet the same challenging state academic standards established for other students, and are informed of their status as independent students under 20 USC 1087vv and that they may receive assistance from the district liaison to receive verification of their independent student status for purposes of applying for federal student aid pursuant to 20 USC 1090**
- 11. Coordinate and collaborate with state coordinators and community and school personnel responsible for the provision of education and related services to homeless students, including the collection and provision of comprehensive data to the state coordinator as required by law**

Furthermore, pursuant to Education Code 48915.5, if the homeless student has also been identified as an individual with a disability and the district has proposed a change of placement due to an act for which decision to recommend expulsion is discretionary, the district liaison must be invited to participate in the individualized education program (IEP) team meeting that makes a manifestation determination pursuant to the Individuals with Disabilities Education Act (20 USC 1415(k)).

In addition, when notified pursuant to Education Code 48918.1, the district liaison shall assist, facilitate, or represent a homeless student who is undergoing a disciplinary proceeding that could result in the student's expulsion. When notified pursuant to Education Code 48915.5, the district liaison shall participate in an individualized education program (IEP) team meeting to make a manifestation determination regarding the behavior of a student with a disability.

The Superintendent or designee shall inform homeless children and youth, their parents/guardians, school personnel, service providers, and advocates working with homeless families of the duties of the district's liaison. The Superintendent or designee shall also provide the name and contact information of the district's liaison to the California Department of Education (CDE) for publishing on the CDE's web site. (42 USC 11432)

Enrollment

Placement decisions for homeless students shall be based on the student's best interest. (42 USC 11432)

In determining the best interest of the student, the district shall consider student-centered factors related to the student's best interest, including factors related to the impact of mobility on achievement, education, health, and safety, giving priority to the request of the student's parent/guardian or, in the case of an unaccompanied youth, the youth. (42 USC 11432)

Such factors may include, but are limited to, the age of the student, the distance of the commute and the impact it may have on the student's education, personal safety issues, the student's need for special instruction, the length of anticipated stay in the temporary shelter or other temporary locations, likely area of future housing, school placement of siblings, and the time remaining in the school year.

However, placement decisions shall not be based on whether a homeless student lives with the student's homeless parent/guardian or has been temporarily placed elsewhere. (42 USC 11432)

In the case of an unaccompanied youth, the district liaison shall assist in placement or enrollment decisions, give priority to the views of the student, and provide notice to the student of the right to appeal. (42 USC 11432)

In determining a student's best interest, a homeless student shall, to the extent feasible, be placed in the school of origin, unless the student's parent/guardian requests otherwise. (Education Code 48852.7; 42 USC 11432)

Once a placement decision has been made, the principal or designee shall immediately enroll the student in the school of choice. **The student shall be enrolled** even if the **student has parent/guardian is unable to provide the school with the records normally required for enrollment. He/she:** (Education Code 48852.7; 42 USC 11432)

- 1. Has outstanding fees, fines, textbooks, or other items or monies due to the school last attended**
- 2. Does not have clothing normally required by the school, such as school uniforms**
- 3. Is unable to produce records normally required for enrollment, such as previous academic records, proof of residency, and records of immunization and other required health records**
- 4. Has missed application or enrollment deadlines during any period of homelessness**

The principal or designee shall immediately contact the school last attended by the student to obtain the relevant records. If the student needs to obtain immunizations or does not possess immunization or other ~~medical~~ **required health** records, the principal or designee shall **immediately** refer the parent/guardian to the district's liaison for homeless students. The **district's** liaison shall assist the parent/guardian **or the student if the student is an unaccompanied youth**, in obtaining the necessary immunizations, **screenings**, or records for the student. (42 USC 11432)

If the student is placed at a school other than the school of origin or the school requested by the student's parent/guardian or the student, if an unaccompanied youth, the Superintendent or designee shall provide the parent/guardian or the unaccompanied youth with a written explanation of the reasons for the decision, including why placement in the student's school of origin or requested school is not in the student's best interest, along with a statement regarding the right to appeal the placement decision. The written explanation shall be in a manner and form understandable to such parent/guardian or unaccompanied youth. (42 USC 11432)

At the point of any change or subsequent change in the residence of a homeless student, the student may continue attending the student's school of origin for the duration of the homelessness. (Education Code 48852.7; 42 USC 11432)

To ensure that the homeless student has the benefit of matriculating with the student's peers in accordance with the established feeder patterns, the following shall apply: (Education Code 48852.7; 42 USC 11432)

1. If the student is transitioning between grade levels, the student shall be allowed to continue in the same attendance area.
2. If the student is transitioning to a middle school or high school, and the school designated for matriculation is in another school district, the student shall be allowed to continue to the school designated for matriculation in that district.

If the student's status changes before the end of the school year so that the student is no longer homeless, the student shall be allowed to stay in the school of origin: (Education Code 48852.7)

1. Through the duration of the school year if the student is in grades K-8
2. Through graduation if the student is in high school

~~Enrollment Dispute Resolution Process~~ Resolving Enrollment Disputes

If a dispute arises over **student eligibility**, school selection or enrollment in a particular school, **the matter shall be referred to the district liaison, who shall carry out the dispute resolution process as expeditiously as possible.** ~~the student shall be immediately admitted to the school in which enrollment is sought pending resolution of the dispute.~~ (42 USC 11432)

The parent/guardian or **unaccompanied youth** shall be provided with a written explanation of ~~the placement decision~~ **any decision related to eligibility, school selection, or enrollment and of the right of the parent/guardian or unaccompanied youth including an explanation of the parent/guardian's right to appeal the such decisions.** ~~He/she shall also be referred to the district liaison.~~ (42 USC 11432)

The written explanation shall ~~include: be complete, as brief as possible, simply stated and provided in language that the parent/guardian or student can understand.~~ The explanation may include contact information for the district liaison, a description of the district's decision, notice of the right to enroll in the school of choice pending resolution of the dispute, notice that

~~enrollment includes full participation in all school activities, and notice of the right to appeal the decision to the county office of education and, if the dispute remains unresolved, to the California Department of Education.~~

The district liaison may use an informal process as an alternative to formal dispute resolution procedures, provided that the parents/guardians or unaccompanied youth have access to the more formal process if informal resolution is not successful in resolving the matter. shall carry out the dispute resolution process as expeditiously as possible after receiving notice of the dispute. (42 USC 11432)

~~The liaison shall provide the parent/guardian a copy of the district's decision, dispute form, and a copy of the outcome of the dispute.~~

In working with a student's parents/guardians or unaccompanied youth to resolve an enrollment dispute, the district liaison shall:

- 1. Inform them that they may provide written and/or oral documentation to support their position**
- 2. Inform them that they may seek the assistance of social services, advocates, and/or service providers in having the dispute resolved**
- 3. Provide them a simple form that they may use and turn in to the school to initiate the dispute resolution process**
- 4. Provide them a copy of the dispute form they submit for their records**
- 5. Provide them the outcome of the dispute for their records**

When a student's parent/guardian or an unaccompanied youth involved in the enrollment dispute is an English learner, Items #1-5 shall be provided either in the native language of the parent/guardian or unaccompanied youth or through an interpreter, and any additional support needed because of a disability of that parent/guardian or unaccompanied youth shall be made available without a charge.

If a parent/guardian or unaccompanied youth disagrees with the district liaison's enrollment decision, the decision may be appealed to the Superintendent. The Superintendent shall make a determination within five working days.

~~If the parent/guardian wishes~~ **chooses** to appeal the district's placement decision, the district liaison shall forward all written documentation and related paperwork to the ~~homeless~~ **liaison for homeless students** at the county office of education.

Pending final resolution of the dispute, including all available appeals, the student shall be immediately enrolled in the school in which enrollment is sought and shall be allowed to attend classes and participate fully in school activities. (42 USC 11432, 11434a)

Transportation

The district shall provide transportation for a homeless student to and from the student's school of origin when the student is residing within the district and the parent/guardian, or the district liaison in the case of an unaccompanied youth, requests that such transportation be provided. If the student moves outside of district boundaries, but continues to attend the student's school of origin within this district, the Superintendent or designee shall consult with the superintendent of the district in which the student is now residing to agree upon a method to apportion the responsibility and costs of the transportation. (42 USC 11432)

(cf. 3541—Transportation Routes and Services)

The district shall not be obligated to provide transportation to students who continue attending their school of origin after they cease to be homeless, unless the formerly homeless student has an IEP that includes transportation as a necessary related service for the student. (Education Code 48852.7)

(cf. 6143—Courses of Study)

Eligibility for Extracurricular Activities

A homeless student who enrolls in any district school shall have access to extracurricular and enrichment activities that are available to all students in the school, including but not limited to, interscholastic sports administered by the California Interscholastic Federation. (Education Code 48850)

Notification, Complaints, and Posting Requirements

Information regarding the educational rights of homeless students, as specified in Education Code 51225.1 and 51225.2, shall be included in the annual uniform complaint procedures notification distributed to students, parents/guardians, employees, and other interested parties pursuant to 5 CCR 4622. (Education Code 51225.1, 51225.2)

Any complaint that the district has not complied with requirements regarding the education of homeless students, as specified in Education Code 51225.1 or 51225.2, may be filed in accordance with the district's procedures in AR 1312.3 - Uniform Complaint Procedures.

The Superintendent or designee shall ensure that a list of the district's liaison(s) and the contact information for such liaison(s), as well as specific information on homelessness, including, but not limited to, information regarding the educational rights and resources available to persons experiencing homelessness, are posted on the district's web site. (Education Code 48852.6)

Each district school that has a web site shall also post the contact information for the district liaison and the name and contact information of any employee or other person under contract with the school who assists the district liaison in completing the liaison's duties pursuant to 42 USC 11432. (Education Code 48852.6)

Other options the district considered, if any, which were rejected for the following reasons:

Factors relevant to the district’s decision and information related to the eligibility or best interest determination including the facts, witnesses, and evidence relied upon and their sources, if any:

You have the right to appeal this decision to the district Superintendent. **To do so, contact the district’s homeless liaison listed below within the next __ (insert number of days) to request a Dispute Form. You may provide written or oral documentation to support your position, and may also seek the assistance of social services, advocates, and/or service providers in the dispute process. The Superintendent or designee will review all the evidence and will notify you of the decision within __ (insert number of days) days.**

If you are not satisfied with the Superintendent's decision, you may appeal to the _____(county name)_____ County Office of Education (COE). If you are not satisfied with the county office's decision, you may then appeal to the California Department of Education (CDE). The district's homeless liaison can assist you with this appeal.

Contact information:

District Liaison: The district liaison is one of the primary contacts between homeless families and school or district staff. He/she is responsible for coordinating services to ensure that homeless students enroll in school and have the opportunity to succeed academically, and mediates enrollment disputes as needed.

Name of district's homeless liaison: _____
Address: _____
Email Address: _____
Phone number: _____

County Liaison: If you appeal the district’s decision to the COE, the district liaison shall forward all written documentation and related paperwork to the homeless liaison at the COE. The county liaison will review the materials and determine the eligibility, school selection, or enrollment decision within five working days of receiving the materials and will notify you of the decision.

EDUCATION FOR HOMELESS CHILDREN

ENROLLMENT DISPUTE FORM

*Instructions: This form is to be completed by a parent/guardian or student when a dispute regarding enrollment has arisen. As an alternative to completing this form, the information on this form may be shared ~~verbally~~ **orally** with the district's liaison for homeless students.*

Date submitted: _____

Student's name: _____

Relation to student: _____

Address: _____

Phone number: _____

Name of school requested: _____

I wish to appeal the **eligibility, school selection, or** enrollment decision made by:

- District liaison
- District** Superintendent
- County **office of education** liaison

Reason for the appeal: You may include an explanation to support your appeal in this space or provide your explanation ~~verbally~~ **orally**.

I have been provided with:

- A written explanation of the district's decision
- Contact information for the district's homeless liaison
- Contact information for the county office of education's homeless liaison
- Contact information for the state homeless coordinator**
- A copy of this dispute form**

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 8/10/23

Agenda Item:

Board Bylaw 9270: Conflict of Interest

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

First Reading: Bylaw updated to reflect NEW LAW (SB 1439, 2022) which makes applicable to elected district officers the prohibition against accepting, soliciting, or directing a contribution of more than \$250 from any party or participant to a proceeding involving a license, permit, or other entitlement for use, including a contract, or from that person's agent, while the proceeding is pending before the Board and for 12 months following the date a final decision is rendered in the proceeding, and from participating in making, or in any way attempting to use the official position to influence the Board's decision when a district officer received a contribution of more than \$250 from a party or participant in the preceding 12 months, as specified. Bylaw also updated to clarify, for a Board member who manages public investments, that when an item on the consent calendar is one in which the Board member has a financial interest, the Board member is required to either make a motion to remove the item from the consent calendar or abstain from voting on the consent calendar.

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Recommended Action:

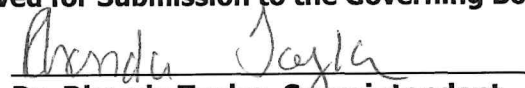
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| <input type="checkbox"/> Informational | <input type="checkbox"/> Denial |
| <input checked="" type="checkbox"/> Discussion | <input type="checkbox"/> Ratification |
| <input type="checkbox"/> Approval | <input type="checkbox"/> Explanation: Click 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: _____

CONFLICT OF INTEREST

The Governing Board desires to maintain the highest ethical standards and help ensure that decisions are made in the best interest of the district and the public. Accordingly, no Board member, district employee, or other person in a designated position shall participate in the making of any decision for the district when the decision will or may be affected by ~~his/her~~ **the Board member's, district employee's, or other designated persons** financial, family, or other personal interest or consideration.

(cf. 9005—Governance Standards)

Even if a prohibited conflict of interest does not exist, a Board member shall abstain from voting on personnel matters that uniquely affect ~~his/her~~ **the Board member's** relatives. However, a Board member may vote on collective bargaining agreements and personnel matters that affect a class of employees to which ~~his/her~~ **the Board member's** relative belongs. *Relative* means an adult who is related to the Board member by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. (Education Code 35107)

A relationship within the third degree includes an individual's parents, grandparents, great-grandparents, children, grandchildren, great-grandchildren, brothers, sisters, aunts, uncles, nieces, nephews, and the similar family of the individual's spouse/registered domestic partner unless the individual is widowed or divorced.

The Board shall adopt for the district a conflict of interest code, that incorporates the provisions of 2 CCR 18730 by reference, specifies the district's designated positions, and provides the disclosure categories required for each position. The conflict of interest code shall be submitted to the district's code reviewing body for approval, in accordance with Government Code 87303 and within the deadline for submission established by the code reviewing body. (Government Code 87303)

Upon direction by the code reviewing body, the Board shall review the district's conflict of interest code and submit any changes to the code reviewing body or, if no change is required, the Board shall submit a written statement to that effect. (Government Code 87306.5).

When a change in the district's conflict of interest code is necessitated due to changed circumstances, such as the creation of new designated positions, changes to the duties assigned to existing positions, amendments, or revisions, the amended code shall be submitted to the code reviewing body within 90 days after the changed circumstances necessitating the amendments have become apparent. (Government Code 87306)

When reviewing and preparing the district's conflict of interest code, the Superintendent or designee shall provide officers, employees, consultants, and members of the community adequate notice and a fair opportunity to present their views. (Government Code 87311)

(cf. 9320—Meetings and Notices)

Board members and designated employees shall annually file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories specified in the district's conflict of interest code. A Board member who leaves office or a designated employee who leaves district employment shall, within 30 days, file a revised statement covering the period of time between the closing date of the last required statement and the date of leaving office or district employment. (Government Code 87302, 87302.6)

~~(cf. 4117.2/4217.2/4317.2—Resignation)~~
~~(cf. 9222—Resignation)~~

Conflict of Interest under the Political Reform Act

A **district official, including a Board member, designated employee, or other person in a designated position** shall not make, participate in making, or in any way use or attempt to use his/her official position to influence a governmental decision in which ~~he/she~~ **the district official** knows or has reason to know that ~~he/she has~~ **there is** a disqualifying conflict of interest. A disqualifying conflict of interest exists if the decision will have a "reasonably foreseeable material financial effect," which is distinguishable from the effect on the public generally, on the ~~Board member designated employee, or other person in a designated position,~~ **his/her district official, the district official's** immediate family, or any financial interest described in 2 CCR 18700. (Government Code 87100, 87101, 87103; 2 CCR 18700-18709)

A ~~Board member, designated employee, or other person in a designated position~~ **district official** makes a governmental decision when ~~he/she, acting,~~ within the authority of ~~his/her~~ **the** office or position, **the district official** authorizes or directs any action on a matter, votes or provides information or opinion on it, contacts or appears before **another** district official for the purpose of affecting the decision, or takes any other action specified in 2 CCR 18704.

However, a ~~Board member~~ **district official** shall participate in the making of a contract in which ~~he/she~~ **the district official** has a financial interest if ~~his/her~~ **such** participation is required by the rule of necessity or legally required participation pursuant to Government Code 87101 and 2 CCR 1705.

Conflict of Interest from Campaign Contributions

To avoid improper influence over the Board's decision-making involving the issuance of a license, permit, or other entitlements for use, including a contract, district officers, which includes Board members or agency heads, shall comply with Government Code 84308, including the following: (Government Code 84308)

- 1. A district officer is prohibited from accepting, soliciting, or directing a contribution of more than \$250 from any party or participant to a proceeding involving a license, permit, or other entitlement for use, including a contract, or from that person's agent, while the proceeding is pending before the Board and for 12 months following the date a final decision is rendered in the proceeding, if the Board member knows or has reason to know that the party or participant has a financial interest in the Board's decision.**

2. Any district officer who received a contribution of more than \$250 from a party or participant in the preceding 12 months shall disclose that fact on the record of the proceeding prior to the Board rendering a decision in the proceeding. If the district officer willfully or knowingly received the contribution and knows or has reason to know that the participant has a financial interest in the Board's decision, the district officer shall not make, participate in making, or in any way attempt to use the official position to influence the Board's decision.
3. A district officer who receives a contribution that would otherwise require disqualification as described in Item #2 above may participate in the proceeding if the contribution is returned within 30 days from the time the district officer knows or should have known about the contribution and the proceeding.
4. A district officer who unknowingly accepts, solicits, or directs a contribution of more than \$250 during the 12 months after the date of the Board's final decision on the proceeding may cure the violation by returning the contribution, or the portion exceeding \$250, within 14 days of accepting, soliciting, or directing the contribution, provided the district officer did not knowingly or willfully accept, solicit, or direct the prohibited contribution. The district officer shall maintain records of curing the violation.

5.

The provisions in Government Code 84308 as specified above do not apply to labor contracts, competitively bid contracts, and personal employment contracts. (Government Code 84308)

Additional Requirements for Boards that Manage Public Investments

Any Board member who manages public investments pursuant to Government Code 87200 and who has a financial interest in a decision shall, upon identifying a conflict or potential conflict of interest and immediately prior to the consideration of the matter, do all of the following: (Government Code 87105; 2 CCR 18707)

1. Publicly identify each financial interest that gives rise to the conflict or potential conflict of interest in detail sufficient to be understood by the public, except that disclosure of the exact street address of a residence is not required.
2. ~~Recuse himself/herself from discussing and voting~~ **Not discuss or vote** on the matter, or otherwise acting in violation of Government Code 87100. The Board member shall not be counted toward achieving a quorum while the item is discussed.

However, the Board member may speak on the issue during the time that the general public speaks on it and may leave the dais to speak from the same area as members of the public. ~~He/she~~ **The Board member** may listen to the public discussion and deliberations of the matter with members of the public.

3. Leave the room until after the discussion, vote, and any other disposition of the matter is concluded, unless the matter has been placed on the portion of the agenda reserved for uncontested matters.

If the item is on the consent calendar, the Board member ~~must recuse himself/herself~~ **shall either make a motion to remove the item from the consent calendar or the Board member shall abstain from voting on the consent calendar. In any event, the Board member shall refrain** from discussing or voting on ~~that matter,~~ **but the item. However,** the Board member is not required to leave the room during consideration of the consent calendar.

4. If the Board's decision is made during closed session, disclose ~~his/her~~ **the** interest orally during the open session preceding the closed session. This disclosure shall be limited to a declaration that ~~his/her~~ **the** recusal is because of a conflict of interest pursuant to Government Code 87100. ~~his/her~~ **The Board member** shall not be present when the item is considered in closed session and shall not knowingly obtain or review a recording or any other nonpublic information regarding the Board's decision.

(cf. 3430—Investing)

(cf. 9321—Closed Session Purposes and Agendas)

(cf. 9321.1—Closed Session Actions and Reports)

Conflict of Interest under Government Code 1090

Board members, employees, or district consultants shall not be financially interested in any contract made by the Board on behalf of the district, including in the development, preliminary discussions, negotiations, compromises, planning, reasoning, and specifications and solicitations for bids. If a Board member has such a financial interest in a contract made by the Board the contract is void. (Government Code 1090)

A Board member shall not be considered to be financially interested in a contract if ~~his/her~~ **there is** only a "remote interest" in the contract as specified in Government Code 1091 and if the remote interest is disclosed during a Board meeting and noted in the official Board minutes. The affected Board member shall not vote or debate on the matter or attempt to influence any other Board member or district official to enter into the contract. (Government Code 1091)

In addition, a Board member shall not be considered to be financially interested in a contract in which his/her interest is a "noninterest" as defined in Government Code 1091.5. Noninterest includes a Board member's interest in being reimbursed for his/her actual and necessary expenses incurred in the performance of ~~his/her~~ official duties, in the employment of ~~his/her~~ a spouse/registered domestic partner who has been a district employee for at least one year prior to the Board member's election or appointment, or in any other applicable circumstance specified in (Government Code 1091.5)

Common Law Doctrine Against Conflict of Interest

A Board member shall abstain from any official action in which ~~his/her~~ **the Board member's** private or personal interest may conflict with his/her official duties.

Incompatible Offices and Activities

Board members shall not engage in any employment or activity or hold any office which is inconsistent with, incompatible with, in conflict with, or inimical to the Board member's duties as an officer of the district. (Government Code 1099, 1126)

(cf. 4136/4236/4336—Nonschool Employment)

Gifts

Board members and designated employees may accept gifts only under the conditions and limitations specified in Government Code 89503 and 2 CCR 18730.

The limitation on gifts does not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays, and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value. (Government Code 89503)

In addition, the limitation on gifts does not apply to informational materials such as books, reports, pamphlets, calendars, and periodicals. (Government Code 82028)

Gifts of travel and related lodging and subsistence shall be subject to the current gift limitation except when: Government Code 89506

1. The travel is in connection with a speech given by a Board member or designated employee, provided the lodging and subsistence expenses are limited to the day immediately preceding, the day of, and the day immediately following the speech and the travel is within the United States.
2. The travel is provided by a person or agency specified in Government Code 89506, including a government, governmental agency or authority, bona fide public or private educational institution, as defined in Revenue and Taxation Code 203, or nonprofit organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code.

Gifts of travel exempted from the gift limitation, as described in Items #1 and 2 above, shall nevertheless be reportable on the recipient's Statement of Economic Interest/Form 700 as required by law.

A gift of travel does not include travel provided by the district for Board members and designated employees. (Government Code 89506)

Honoraria

Board members and designated employees shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private conference, convention, meeting, social event, meal, or like gathering. (Government Code 89501, 89502)

The term *honorarium* does not include: (Government Code 89501)

1. Earned income for personal services customarily provided in connection with a bona fide business, trade, or profession unless the sole or predominant activity of the business, trade, or profession is making speeches
2. Any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the district for donation into the general fund without being claimed as a deduction from income for tax purposes

Legal Reference:

EDUCATION CODE

~~1006 Qualifications for holding office
 35107 School district employees
 35230-35240 Corrupt practices, especially:
 35233 Prohibitions applicable to members of governing boards
 41000-41003 Moneys received by school districts
 41015 Investments~~

FAMILY CODE

~~297.5 Rights, protections, and benefits of registered domestic partners~~

GOVERNMENT CODE

~~1090-1099 Prohibitions applicable to specified officers
 1125-1129 Incompatible activities
 81000-91014 Political Reform Act of 1974, especially:
 82011 Code reviewing body
 82019 Definition, designated employee
 82028 Definition, gift
 82030 Definition, income
 82033 Definition, interest in real property
 82034 Definition, investment
 87100-87103.6 General prohibitions
 87200-87210 Disclosure
 87300-87313 Conflict of interest code
 87500 Statements of economic interests
 89501-89503 Honoraria and gifts
 91000-91014 Enforcement~~

PENAL CODE

~~85-88 Bribes~~

REVENUE AND TAXATION CODE

~~203 Taxable and exempt property—colleges~~

CODE OF REGULATIONS, TITLE 2

~~18110-18997 Regulations of the Fair Political Practices Commission, especially:
 18700-18707 General prohibitions
 18722-18740 Disclosure of interests
 18750.1-18756 Conflict of interest codes~~

COURT DECISIONS

~~McGee v. Balfour Beatty Construction, LLC, et al. (4/12/16, No. B262850)
 Davis v. Fresno Unified School District (2015) 237 Cal. App. 4th 261
 Klistoff v. Superior Court, (2007) 157 Cal.App.4th 469
 Thorpe v. Long Beach Community College District, (2000) 83 Cal.App.4th 655
 Kuncie v. Brea Redevelopment Agency, (1997) 55 Cal.App.4th 511~~

ATTORNEY GENERAL OPINIONS

~~92 Ops. Cal. Atty. Gen. 26 (2009)
 92 Ops. Cal. Atty. Gen. 19 (2009)
 89 Ops. Cal. Atty. Gen. 217 (2006)
 86 Ops. Cal. Atty. Gen. 138 (2003)
 85 Ops. Cal. Atty. Gen. 60 (2002)
 82 Ops. Cal. Atty. Gen. 83 (1999)
 81 Ops. Cal. Atty. Gen. 327 (1998)
 80 Ops. Cal. Atty. Gen. 320 (1997)~~

69 Ops. Cal. Atty. Gen. 255 (1986)
 68 Ops. Cal. Atty. Gen. 171 (1985)
 65 Ops. Cal. Atty. Gen. 606 (1982)
 63 Ops. Cal. Atty. Gen. 868 (1980)

Management Resources:

CSBA PUBLICATIONS

Conflict of Interest: Overview of Key Issues for Governing Board Members, Fact Sheet, July 2010

FAIR POLITICAL PRACTICES COMMISSION PUBLICATIONS

Can I Vote? A Basic Overview of Public Officials' Obligations Under the Conflict of Interest Rules, 2005

INSTITUTE FOR LOCAL GOVERNMENT PUBLICATIONS

Understanding the Basics of Public Service Ethics: Personal Financial Gain Laws, 2009

Understanding the Basics of Public Service Ethics: Transparency Laws, 2009

WEB SITES

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

Fair Political Practices Commission: <http://www.fppe.ca.gov>

Institute of Local Government: <http://www.ca-ilg.org>

Policy Reference Disclaimer:

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

<u>State</u>	<u>Description</u>
2 CCR 18110-18997	<u>Regulations of the Fair Political Practices Commission</u>
2 CCR 18438.1-18438.8	Campaign contribution-based conflicts of interest
2 CCR 18700-18760	<u>Conflicts of Interest</u>
2 CCR 18722-18740	<u>Disclosure of interests</u>
2 CCR 18753-18756	<u>Conflict of interest codes</u>
Ed. Code 1006	<u>Prohibition against school district employees serving on county board of education</u>
Ed. Code 35107	School district employees
Ed. Code 35230-35240	Corrupt practices
Ed. Code 35233	Prohibitions applicable to members of governing boards
Ed. Code 41000-41003	Moneys received by school districts
Ed. Code 41015	Investments
Fam. Code 297.5	Rights, protections, and benefits of registered domestic partners
Gov. Code 1090-1099	Prohibitions applicable to specified officers
Gov. Code 1125-1129	Incompatible activities
Gov. Code 52334-52335.2	Ethics training
Gov. Code 81000-91014	Political Reform Act of 1974
Gov. Code 82011	Code reviewing body
Gov. Code 82019	<u>Definition; designated employee</u>
Gov. Code 82028	Definition; gift
Gov. Code 82030	Definition; income
Gov. Code 82033	Definition; interest in real property
Gov. Code 82034	Definition; investment
Gov. Code 84308	Campaign disclosure
Gov. Code 87100-87103.6	General prohibitions
Gov. Code 87200-87210	Disclosure
Gov. Code 87300-87313	<u>Conflict of interest code</u>
Gov. Code 87500	Statement of economic interests
Gov. Code 89501-89503	Honoraria and gifts
Gov. Code 89506	Ethics; travel
Gov. Code 91000-91014	Enforcement
Pen. Code 85-88	Bribes
Public Contract Code 6102	Awarding of contracts
Rev. & Tax Code 203	Taxable and exempt property - colleges

Management Resources

Attorney General Opinion
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Court Decision
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Court Decision

Court Decision

CSBA Publication

Fair Political Practices Commission Publication

Institute For Local Government Publication

Institute for Local Government Publication

Website
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Website
Website

Description

105 Ops.Cal.Atty.Gen.69 (2022)
63 Ops.Cal.Atty.Gen. 868 (1980)
65 Ops.Cal.Atty.Gen. 606 (1982)
68 Ops.Cal.Atty.Gen. 171 (1985)
69 Ops.Cal.Atty.Gen. 255 (1986)
80 Ops.Cal.Atty.Gen. 320 (1997)
81 Ops.Cal.Atty.Gen. 327 (1998)
82 Ops.Cal.Atty.Gen. 83 (1999)
85 Ops.Cal.Atty.Gen. 60 (2002)
86 Ops.Cal.Atty.Gen. 138(2003)
89 Ops.Cal.Atty.Gen. 217 (2006)
92 Ops.Cal.Atty.Gen. 19 (2009)
92 Ops.Cal.Atty.Gen. 26 (2009)
Davis v. Fresno Unified School District (2015) 237 Cal.App.4th 261
Klistoff v. Superior Court, (2007) 157 Cal.App.4th 469
Kunec v. Brea Redevelopment Agency, (1997) 55 Cal.App.4th 511
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Thorpe v. Long Beach Community College District, (2000) 83 Cal.App.4th 655
Conflict of Interest: Overview of Key Issues for Governing Board Members, Fact Sheet, July 2010
Can I Vote? A Basic Overview of Public Officials' Obligations Under the Conflict-of-Interest Rules, 2005
Understanding the Basics of Public Service Ethics: Personal Financial Gain Laws, 2009
Understanding the Basics of Public Service Ethics: Transparency Laws, 2009
CSBA District and County Office of Education Legal Services
Institute for Local Government
Fair Political Practices Commission
CSBA

Cross References

Code
1340
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1700
3230
3230
3300
3311
3311
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4112.8
4117.2
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4212.8
4217.2
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4312.8
4317.2
4336

Description

Access To District Records
Access To District Records
Relations Between Private Industry And The Schools
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Expenditures And Purchases
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Bids
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Consultants
Employment Of Relatives
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Employment Of Relatives
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Employment Of Relatives
Resignation
Nonschool Employment

<i>6161.1</i>	<i>Selection And Evaluation Of Instructional Materials</i>
<i>6161.1</i>	<i>Selection And Evaluation Of Instructional Materials</i>
<i>6161.1</i>	<i>Selection And Evaluation Of Instructional Materials</i>
<i>7140</i>	<i>Architectural And Engineering Services</i>
<i>7140</i>	<i>Architectural And Engineering Services</i>
<i>7214</i>	<i>General Obligation Bonds</i>
<i>7214</i>	<i>General Obligation Bonds</i>
<i>9000</i>	<i>Role Of The Board</i>
<i>9005</i>	<i>Governance Standards</i>
<i>9140</i>	<i>Board Representatives</i>
<i>9200</i>	<i>Limits Of Board Member Authority</i>
<i>9220</i>	<i>Governing Board Elections</i>
<i>9222</i>	<i>Resignation</i>
<i>9230</i>	<i>Orientation</i>
<i>9320</i>	<i>Meetings And Notices</i>
<i>9321</i>	<i>Closed Session</i>
<i>9321</i>	<i>Closed Session</i>
<i>9321</i>	<i>Closed Session</i>
<i>9323</i>	<i>Meeting Conduct</i>

adopted: September 17, 2012
revised: