

LAKESIDE UNION SCHOOL DISTRICT

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

February 15, 2024

Closed Session: 5:00 p.m.

Open Session: 6:00 p.m.

NOTICE OF THE REGULAR MEETING OF THE BOARD OF TRUSTEES

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

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 – 5:00PM

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

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

C. CLOSED SESSION – 5:00PM

1. Conference with Legal Counsel - Existing Litigations - (paragraph (1) of subdivision (D)) of Government Code §54956.9 (CSEA Grievance, PERB Case No. LA-DP-467-E **and** San Diego Superior Court case # 37-2023-00055188-CU-PO-CTL); and
2. Public Employee Discipline/Dismissal/Release pursuant to Government Code §54957; and
3. Public Employee Evaluation, Superintendent, pursuant to Government Code §54957.

D. OPENING PROCEDURES – 6:00PM

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

E. PUBLIC HEARING - CVRA

1. **PUBLIC HEARING:** At 6:30 p.m., the Board of Trustees will conduct a public hearing pursuant to Elections Code §10010, subdivision (a)(2) as associated with the District's transition to a by-trustee area election system including the following:
 - A. Presentation: District's counsel and demographer will present information regarding the process and criteria for drawing trustee-area maps, and regarding the draft trustee-area boundary maps and proposed sequence of elections.

E. PUBLIC HEARING - CVRA (CONTINUED)

- B. Public Input: The Board will hold the second of two hearings to receive input from the public regarding the draft maps and proposed sequence of elections pursuant to Elections Code §10010(a)(2).

F. PUBLIC HEARING/ACTION ITEM

1. **PUBLIC HEARING:** The Governing Board will conduct a public hearing to receive input from the public regarding the financial disclosure of the Collective Bargaining Agreement for the Tentative Agreement with the California School Employees Association and its Chapter 240 to resolve negotiations for the 2023-24 school year.
2. **Approval** is requested to approve the financial Disclosure of the Collective Bargaining Agreement for the Tentative Agreement with the California School Employees Association and its Chapter 240 to resolve negotiations for the 2023-24 school year.
3. **Adoption** is requested of a Tentative Agreement with California School Employees Association and its Chapter 240 to resolve negotiations for the 2023-24 school year.

G. TRUSTEE REPORTS AND COMMENTS

Trustees will report and comment as desired.

H. 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.

I. PRESENTATION

Dr. Natalie Winspear will present the LCAP mid-year update.

J. ITEMS OF BUSINESS

- 1.1 Designate consent agenda items.

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

- 1.2 Discussion/adoption of consent agenda items.

SUPERINTENDENT

- 2.1 **Adoption** is requested of the amended minutes of the special board meeting of December 4, 2023 and the regular board meeting of January 18, 2024.

- 2.2 **Adoption** is requested of a revised 2024 school and employee calendar. The minor changes are to the start and end dates of some staff members.

J. SUPERINTENDENT (CONTINUED)

- 2.3 **Selection** is requested of nine (9) candidates for the California School Boards Associations' Delegate Assembly for Region 17 (San Diego County).
- 2.4 **Adoption** is requested of Resolution No. 2024-14, designating the week of February 26 – March 1, 2024 as “Love of Reading Week” in the Lakeside Union School District and urging members of the community to participate by reading their favorite stories to district students.

HUMAN RESOURCES

- 3.1 **Approval/Ratification** is requested of Personnel Assignment Order 2024-08.
- 3.2 **Adoption** is requested of Resolution No. 2024-15, in the matter of reducing or discontinuing particular kinds of classified services for the 2024-25 school year implementing Education Code §45114, 45117, 45298, and 45308.
- 3.3 **Approval** is requested of a Memorandum of Understanding with Arizona State University to provide ASU students teaching experience through clinical practice at the Lakeside Union School District.

BUSINESS SERVICES

- 4.1 **Approval** is requested of the following monthly business reports: A) Commercial Warrants; B) Revolving Cash; C) Purchase Orders and Change Orders; and D) Purchase Card Expenditures.
- 4.2 **Adoption** is requested of Resolution No. 2024-13, authorizing the purchase of 1,000 Chromebooks 11.6” 8GB RAM and 1,000 Google Chrome Education Licenses for the 2024-25 school year at a cost of \$393,040.
- 4.3 **Approval** is requested, per Board Policy 3270, Sale and Disposal of Books, Equipment and Supplies, the sale of approximately 200 older model Chromebooks, which are no longer usable. AG Parts will purchase approximately 100 Samsung XE310XBA Chromebooks and approximately 100 HP Chromebook 11 MK G9EE at a price between \$3,750-\$7,750 depending on value.
- 4.4 **Approval** is requested of Classified Employees Salary Schedule, retro to July 1, 2023, as a result of the 5.51% increase on the tentative agreement.
- 4.5 **Approval** is requested of Classified Substitute Salary Schedule, effective March 1, 2024, reflecting changes made to the classified salary schedule based on negotiations.
- 4.6 **Approval** is requested of a Memorandum of Understanding with California School Employees Association and its Chapter 240 for the Classified School Employee Summer Assistance Program (CSESAP).
- 4.7 **Approval** is requested of the Certificated Salary Schedule. These minor revisions reflect a 1% rounding difference in PeopleSoft as of March 1, 2024.
- 4.8 **Approval** is requested of the purchase of two relocatable buildings through American Modular Systems. These buildings will be used for the Extended Student Services programs at Lakeview and Lakeside Farms and will be funded with E-LOP funds at a cost of \$1,201,880.

J. BUSINESS SERVICES (CONTINUED)

- 4.9 **Approval** is requested of the following annual contracts for the 2023-2024 school year: A) Zovargo (Lemon Crest); B) Woolpert (Board); C) Center for Justice and Reconciliation – Point Loma University (Pupil Services); D) Soccer Shots (Lemon Crest); E) Imagine Learning (Ed Services); F) AKA Enterprise LLC/dba: Impact Canine Solutions (Pupil Services) G) San Diego County Superintendent of Schools – South County SELPA (Special Ed); H) Telacu Construction Management (Business Services); I) Chula Vista Electric (Maintenance); and J) Ron Cook Media.
- 4.10 **Approval** is requested of an out-of-county field trip for a Lakeside Middle School dance competition in Irvine, California in April 2024.
- 4.11 **Approval** is requested of the following gifts to the District: A) \$220 from the California Retired Teachers Association to the LMS Choir program; B) \$500 from Lakeside Woman’s Club, \$2,000 from El Capitan Stadium Association, and \$2,750 from the Lakeside Optimists to LMS FFA program; C) \$2,000 from the El Capitan Stadium Association to the LMS Art program; and \$1,500 to the LMS 8th grade end-of-year activities; D) \$150 from Kay Duke for LMS 6th grade camp scholarships; E) \$1,000 from D & R Automotive, Inc. to Lakeside Farms for Biztown; F) \$2,000 from El Capitan Stadium Association to Lindo Park for a class set of 4th grade books; and G) \$2,000 from El Capitan Stadium Association to Lindo Park for Biztown.
- 4.12 **Approval** is requested of the PTA donation summary report: A) \$2,690 was revised from the November 2023 report; and B) \$3,126.55 from the Lakeview PTA for January 2024; and C) \$1,086 from the Tierra del Sol Middle School PTSA for January 2024.

BOARD POLICIES, ADMINISTRATIVE REGULATIONS AND/OR EXHIBITS

- 5.1 **Approval** is requested for Board Policy and Administrative Regulation 6159.2: Nonpublic, Nonsectarian School and Agency Services for Special Education.
- 5.2 **Approval** is requested for Board Policy and Administrative Regulation 6174: Education for English Learners.

K. DISCUSSION ITEMS

Miscellaneous:

1. Enrollment Report for Month 5 (December 11, 2023 – January 5, 2024)
2. Quarterly Investment Reports, San Diego County Treasury Investment Pool as of quarter ended December 31, 2023
3. Zero complaints on Williams report
4. Legislative Updates

First Readings:

5. Board Policy, Administrative Regulation and Exhibit 1312.2: Complaints Concerning Instructional Materials.
6. Board Policy and Administrative Regulation 1312.3: Uniform Complaint Procedures.
7. Board Policy 3312: Contracts.
8. Board Policy and Administrative Regulation 3460: Financial Reports and Accountability.
9. Board Policy and Administrative Regulation 4161.1/4361.1: Personal Illness/Injury Leave.

L. REPORTS TO THE BOARD

1. Union Representatives:

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

2. District Superintendents

- A. **Lisa Davis** will present business and operations updates.
- B. **Dr. Natalie Winspear** will present educational services updates.

M. ADJOURNMENT

Respectfully Submitted,

Rhonda L. Taylor, Ed.D.
Superintendent

Administration:

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



Board of Trustees:

JIM BENNETT
AUTUMN ELLENSON
ANDREW HAYES
LARA HOEFER MOIR
RON KASPER

PUBLIC HEARING NOTICE

The District's Governing Board is currently elected under an "at-large" election system, where trustees are elected by voters of the entire District. Trustees are elected in even-numbered years and serve staggered, four-year terms.

On September 14, 2023, the Board adopted a Resolution declaring its intent to transition from at-large to by-trustee area Board elections, where each Board member must reside within the designated trustee area boundary, and elected only by the voters in that trustee area. The District's counsel and demographer will present information on the process and criteria for drawing the trustee-area maps, and regarding the draft trustee-area boundary maps and proposed sequence of elections. Following the presentation, the Board will hold the second of two hearings to receive input from the community regarding the draft maps and proposed sequence of elections, pursuant to Elections Code section 10010(a)(2).

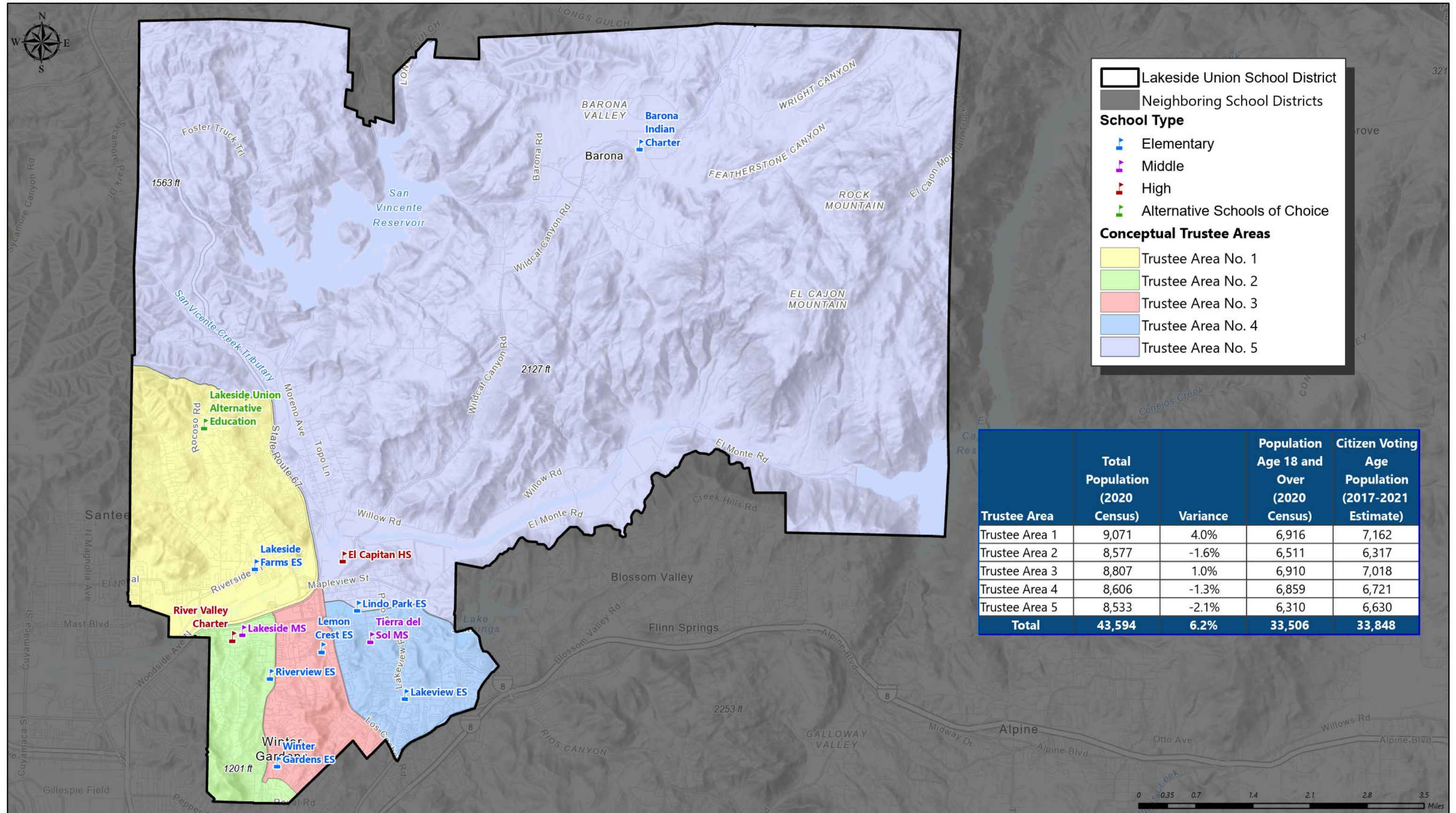
The public hearing will be held at 6:30 p.m. on Thursday, February 15, 2024 at the regular board meeting of the Board of Trustees. Draft maps are included in the Board meeting materials, available at the District Office, and posted on the District's website at <https://www.lsusd.net/cvra/>.

February 8, 2024

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

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

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



Date: 1/8/2024

LAKESIDE UNION SCHOOL DISTRICT

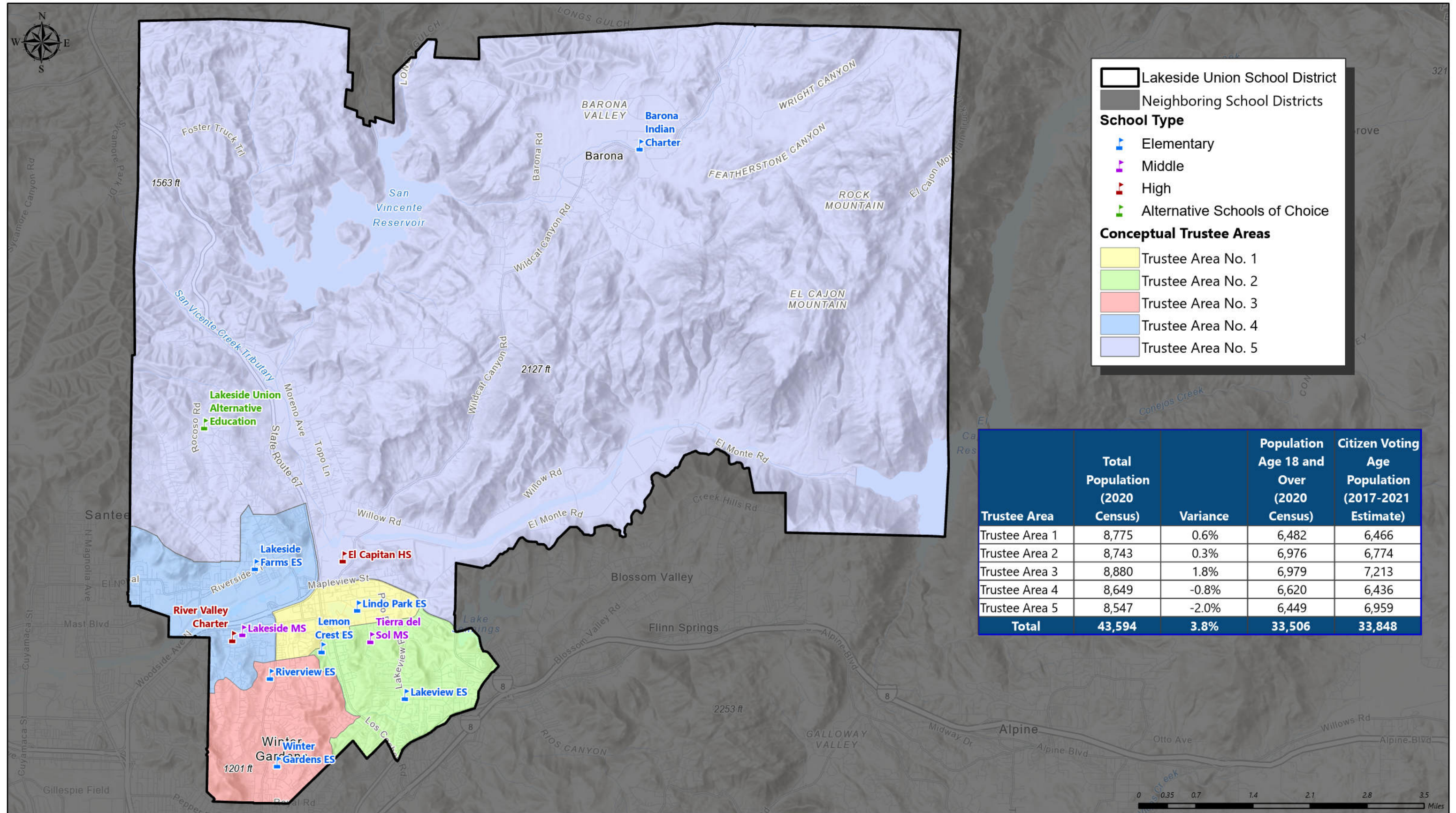
CONCEPTUAL TRUSTEE AREAS - SCENARIO 1

Total Population:	43,594	Ideal Population:	8,719	Variance:	6.2%
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Total Population (2020 Census)					
	Trustee Area 1	Trustee Area 2	Trustee Area 3	Trustee Area 4	Trustee Area 5
Population	9,071	8,577	8,807	8,606	8,533
Population Variance	352	-142	88	-113	-186
	4.0%	-1.6%	1.0%	-1.3%	-2.1%
Hispanic/Latino	17.8%	26.7%	22.8%	22.7%	26.7%
White	69.8%	59.7%	64.8%	67.3%	54.8%
Black/ African American	3.5%	3.0%	2.1%	0.8%	2.4%
American Indian/ Alaska Native	0.4%	0.8%	0.6%	0.6%	6.5%
Asian	2.4%	2.6%	2.0%	2.4%	2.2%
Native Hawaiian/ Other Pacific Islander	0.2%	0.3%	0.4%	0.1%	0.3%
Other	0.5%	0.6%	0.8%	0.4%	0.6%
Two or More Races	5.4%	6.2%	6.5%	5.8%	6.5%

Population 18 and Over (2020 Census)					
	Trustee Area 1	Trustee Area 2	Trustee Area 3	Trustee Area 4	Trustee Area 5
Population	6,916	6,511	6,910	6,859	6,310
Hispanic/Latino	15.5%	23.6%	19.7%	19.3%	23.0%
White	74.1%	64.0%	68.6%	71.4%	59.9%
Black/ African American	2.7%	2.7%	2.0%	0.8%	2.2%
American Indian/ Alaska Native	0.4%	0.8%	0.6%	0.5%	6.2%
Asian	2.6%	2.9%	2.1%	2.7%	2.4%
Native Hawaiian/ Other Pacific Islander	0.2%	0.4%	0.4%	0.1%	0.3%
Other	0.4%	0.4%	0.7%	0.3%	0.6%
Two or More Races	4.1%	5.1%	5.9%	4.8%	5.3%

Citizens by Voting Age Population Estimate (2017-2021)					
	Trustee Area 1	Trustee Area 2	Trustee Area 3	Trustee Area 4	Trustee Area 5
Population	7,162	6,317	7,018	6,721	6,630
Hispanic/Latino	18.7%	20.2%	11.6%	13.7%	28.6%
White	75.3%	71.6%	84.6%	77.7%	58.4%
Black/ African American	1.6%	2.7%	0.6%	1.5%	3.2%
American Indian/ Alaska Native	0.5%	0.3%	1.3%	0.8%	4.2%
Asian	1.6%	3.3%	0.2%	2.8%	1.1%
Native Hawaiian/ Other Pacific Islander	0.8%	0.2%	0.0%	0.1%	0.1%
Other	N/A	N/A	N/A	N/A	N/A
Two or More Races	1.6%	1.7%	1.7%	3.3%	4.5%



Trustee Area	Total Population (2020 Census)	Variance	Population Age 18 and Over (2020 Census)	Citizen Voting Age Population (2017-2021 Estimate)
Trustee Area 1	8,775	0.6%	6,482	6,466
Trustee Area 2	8,743	0.3%	6,976	6,774
Trustee Area 3	8,880	1.8%	6,979	7,213
Trustee Area 4	8,649	-0.8%	6,620	6,436
Trustee Area 5	8,547	-2.0%	6,449	6,959
Total	43,594	3.8%	33,506	33,848

LAKESIDE UNION SCHOOL DISTRICT

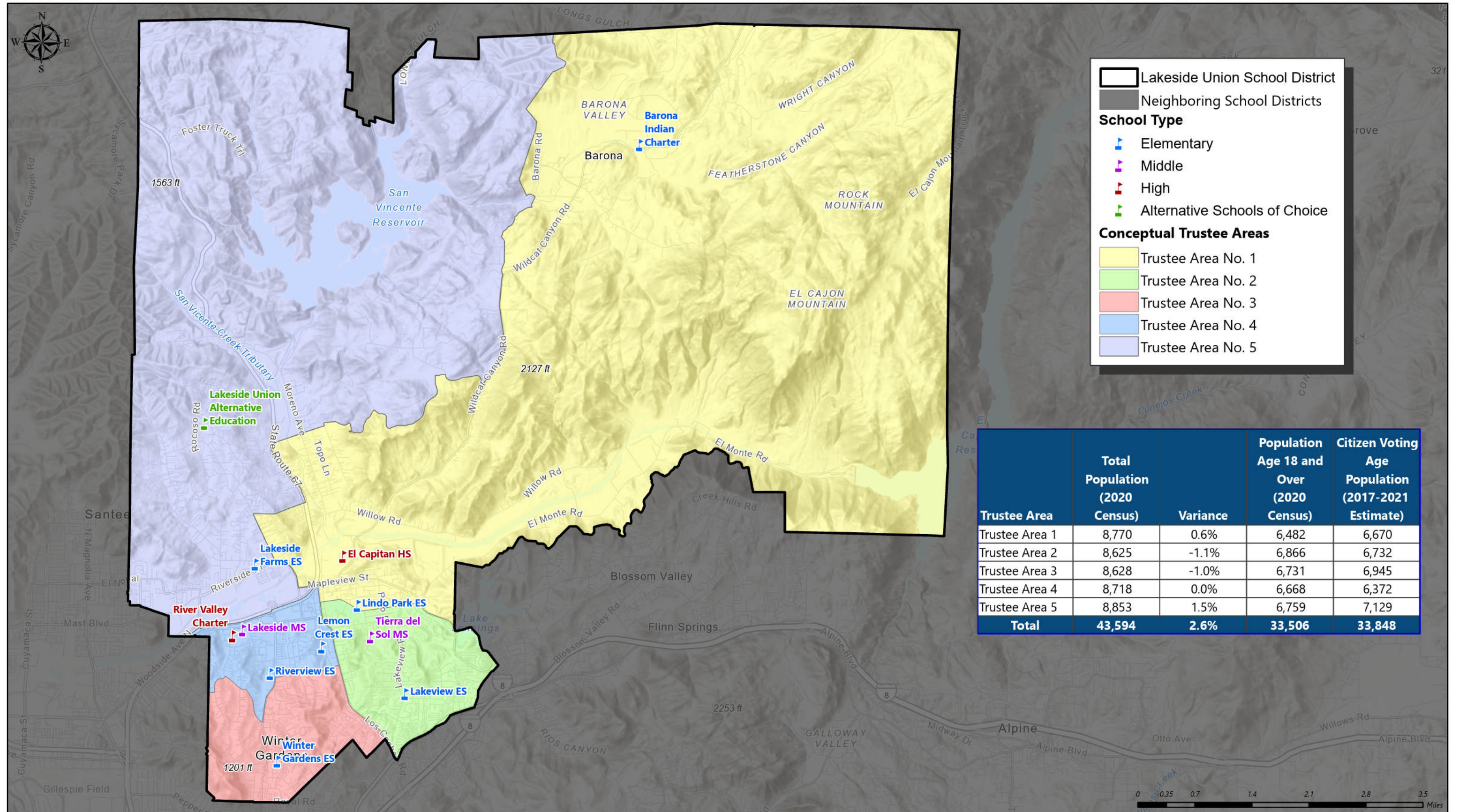
CONCEPTUAL TRUSTEE AREAS - SCENARIO 2

Total Population:	43,594	Ideal Population:	8,719	Variance:	3.8%
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Total Population (2020 Census)					
	Trustee Area 1	Trustee Area 2	Trustee Area 3	Trustee Area 4	Trustee Area 5
Population	8,775	8,743	8,880	8,649	8,547
Population Variance	56	24	161	-70	-172
	0.6%	0.3%	1.8%	-0.8%	-2.0%
Hispanic/Latino	30.6%	20.7%	23.7%	22.5%	18.8%
White	55.2%	69.7%	64.9%	65.2%	61.8%
Black/ African American	3.1%	0.7%	1.4%	2.6%	4.0%
American Indian/ Alaska Native	0.6%	0.5%	0.7%	0.5%	6.5%
Asian	2.2%	2.4%	2.0%	3.1%	1.9%
Native Hawaiian/ Other Pacific Islander	0.5%	0.1%	0.3%	0.3%	0.2%
Other	0.4%	0.5%	0.8%	0.3%	0.9%
Two or More Races	7.4%	5.4%	6.3%	5.5%	5.8%

Population 18 and Over (2020 Census)					
	Trustee Area 1	Trustee Area 2	Trustee Area 3	Trustee Area 4	Trustee Area 5
Population	6,482	6,976	6,979	6,620	6,449
Hispanic/Latino	26.3%	17.9%	20.4%	19.8%	16.3%
White	60.4%	73.2%	69.0%	69.0%	66.7%
Black/ African American	2.8%	0.7%	1.2%	2.5%	3.2%
American Indian/ Alaska Native	0.6%	0.6%	0.7%	0.5%	6.0%
Asian	2.6%	2.6%	2.2%	3.4%	2.1%
Native Hawaiian/ Other Pacific Islander	0.5%	0.1%	0.3%	0.2%	0.2%
Other	0.2%	0.4%	0.7%	0.2%	0.9%
Two or More Races	6.5%	4.5%	5.3%	4.3%	4.5%

Citizens by Voting Age Population Estimate (2017-2021)					
	Trustee Area 1	Trustee Area 2	Trustee Area 3	Trustee Area 4	Trustee Area 5
Population	6,466	6,774	7,213	6,436	6,959
Hispanic/Latino	24.5%	12.5%	14.4%	22.7%	18.9%
White	67.8%	79.8%	81.6%	69.0%	69.4%
Black/ African American	1.6%	1.3%	0.8%	2.3%	3.5%
American Indian/ Alaska Native	2.0%	0.0%	0.4%	0.6%	4.0%
Asian	0.1%	2.8%	1.7%	2.8%	1.3%
Native Hawaiian/ Other Pacific Islander	0.0%	0.1%	0.2%	0.9%	0.1%
Other	N/A	N/A	N/A	N/A	N/A
Two or More Races	4.0%	3.4%	0.9%	1.7%	2.9%



LAKESIDE UNION SCHOOL DISTRICT

CONCEPTUAL TRUSTEE AREAS - SCENARIO 3

Total Population:	43,594	Ideal Population:	8,719	Variance:	2.6%
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Total Population (2020 Census)					
	Trustee Area 1	Trustee Area 2	Trustee Area 3	Trustee Area 4	Trustee Area 5
Population	8,770	8,625	8,628	8,718	8,853
Population Variance	51	-94	-91	-1	134
	0.6%	-1.1%	-1.0%	0.0%	1.5%
Hispanic/Latino	27.4%	22.8%	22.5%	26.8%	17.0%
White	54.5%	67.3%	66.4%	58.4%	70.4%
Black/ African American	2.3%	0.8%	1.3%	3.9%	3.5%
American Indian/ Alaska Native	6.2%	0.6%	0.7%	0.7%	0.5%
Asian	2.2%	2.4%	2.1%	2.5%	2.4%
Native Hawaiian/ Other Pacific Islander	0.3%	0.1%	0.2%	0.5%	0.2%
Other	0.5%	0.4%	0.9%	0.6%	0.6%
Two or More Races	6.5%	5.8%	6.0%	6.7%	5.4%

Population 18 and Over (2020 Census)					
	Trustee Area 1	Trustee Area 2	Trustee Area 3	Trustee Area 4	Trustee Area 5
Population	6,482	6,866	6,731	6,668	6,759
Hispanic/Latino	23.8%	19.4%	19.3%	23.8%	14.6%
White	59.7%	71.4%	70.5%	62.2%	74.6%
Black/ African American	2.1%	0.8%	1.1%	3.6%	2.8%
American Indian/ Alaska Native	5.9%	0.5%	0.7%	0.7%	0.5%
Asian	2.4%	2.7%	2.2%	2.9%	2.6%
Native Hawaiian/ Other Pacific Islander	0.3%	0.1%	0.2%	0.6%	0.2%
Other	0.6%	0.3%	0.8%	0.3%	0.5%
Two or More Races	5.3%	4.8%	5.1%	5.9%	4.1%

Citizens by Voting Age Population Estimate (2017-2021)					
	Trustee Area 1	Trustee Area 2	Trustee Area 3	Trustee Area 4	Trustee Area 5
Population	6,670	6,732	6,945	6,372	7,129
Hispanic/Latino	28.8%	13.7%	13.5%	18.1%	18.4%
White	58.8%	77.7%	83.6%	72.8%	75.0%
Black/ African American	3.1%	1.5%	0.3%	3.0%	1.7%
American Indian/ Alaska Native	3.9%	0.8%	0.4%	1.2%	0.7%
Asian	0.8%	2.8%	1.2%	2.2%	1.8%
Native Hawaiian/ Other Pacific Islander	0.1%	0.1%	0.2%	0.0%	0.8%
Other	N/A	N/A	N/A	N/A	N/A
Two or More Races	4.6%	3.3%	0.8%	2.7%	1.6%

Administration:

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



Board of Trustees:

JIM BENNETT
AUTUMN ELLENSON
ANDREW HAYES
LARA HOEFER MOIR
RON KASPER

Public Notice for the Financial Provisions of the Collective Bargaining Agreement

At the regular board meeting of February 15, 2024, the Board of Trustees will conduct a public hearing to receive input on the financial provisions of the proposed collective bargaining agreement for the **California School Employees Association and its Chapter 240**. The approximate total combined cost to the district is \$787,059 including fringe benefits. The major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement for current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer.

The public hearing will be held on Thursday, February 15, 2024 at the Lakeside Union School District Administration Center located at 12335 Woodside Avenue, Lakeside, CA 92040 beginning at 4:00 p.m.

February 8, 2024

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

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

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: February 15, 2024

Agenda Item:

Disclosure of the Collective Bargaining Agreement for the Tentative Agreement between the District and the California School Employees Association and its Lakeside Chapter 240 to resolve negotiations for the 2023-24 school year.

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

Government Code 3547.5 requires local educational agencies to publicly disclose the provisions of all collective bargaining agreements before entering into a written agreement. The major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public-school employer under the agreement for current and subsequent years, shall be disclosed at a public meeting of the public-school employer.

Fiscal Impact (Cost):

\$787,059 including fringe benefits.

Funding Source:

General Fund, Child Development, Child Nutrition

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

San Diego County Office of Education

PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
in accordance with AB 1200 (Chapter 1213/Statutes 1991), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5

Name of School District: Lakeside Union School District
Name of Bargaining Unit: CSEA Lakeside Chapter 240
Certificated, Classified, Other: Classified

The proposed agreement covers the period beginning: July 1, 2023 and ending: June 30, 2024
(date) (date)

If this agreement is part of a multi-year agreement, indicate all fiscal years covered by the agreement.
Enter the on-schedule % increase for each fiscal year. (Do not report off-schedule increases in this section)

Fiscal Year	<u>2023-24</u>		
% Increase	<u>5.51%</u>		

The Governing Board will act upon this agreement on: February 15, 2024
(date)

Budget Revisions to be adopted by: (no later than 45 days after approval) March 31, 2024
(date)

Note: This form, along with a copy of the proposed agreement, must be submitted to the County Office at least ten (10) working days prior to the date the Governing Board will take action.

A. Proposed Change in Compensation

Bargaining Unit Compensation		Fiscal Impact of Proposed Agreement			
		(Complete Years 2 and 3 for ongoing costs, multiyear and overlapping agreements)			
Fund 01- General Fund		Annual Cost Prior to Proposed Settlement	Year 1 Increase/(Decrease) 2023-24	Year 2 Increase/(Decrease) 2024-25	Year 3 Increase/(Decrease) 2025-26
1.	Salary Schedule On-Schedule increase	\$ 10,500,764	578,592	587,271.00	596,080.00
			5.51%	5.30%	5.11%
2.	Step & Column Increase or decrease in the cost of step & column as a result of the settlement	\$ 315,022		8,679.00	8,809.00
			0.00%	2.76%	2.72%
3.	Other Compensation Stipends, Off-schedule payments, Longevity, Overtime, Differential, one-time bonuses, etc.				
4.	Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 3,783,425	\$ 208,467	\$ 218,171	\$ 225,616
			5.51%	5.47%	5.36%
5.	Health/Welfare Plans	\$ 2,491,921		-	-
			0.00%	0.00%	0.00%
6.	Total Bargaining Unit Compensation Add Items 1 through 5 to equal 6	\$ 17,091,132	\$ 787,059	\$ 814,121	\$ 830,505
			4.61%	4.55%	4.44%
7.	Total Number of Bargaining Unit Employees (Use FTEs if appropriate)	205.20			
8.	Total Compensation Average Cost per Bargaining Unit Employee	\$ 83,290	\$ 3,836	\$ 3,967	\$ 4,047
			4.61%	4.55%	4.44%

Will this agreement trigger a "Me Too" agreement with another bargaining unit?

Impact on Other Funds

Will this agreement have an impact on any other funds?		Annual Cost Prior to Proposed Settlement	Year 1 Increase/(Decrease) 2023-24	Year 2 Increase/(Decrease) 2024-25	Year 3 Increase/(Decrease) 2025-26
No	Adult Education Fund				
Yes	Child Development Fund	735,979	40,552	613	626
Yes	Cafeteria Fund	1,938,432	106,808	1,602	1,639
No	Other Enterprise Fund				
No	Other Fund				

Public Disclosure of Proposed Collective Bargaining Agreement

Lakeside Union School District

9. Provide a brief narrative of the proposed change in compensation, including percentage change(s), effective date(s), and other comments and explanations as necessary.

The salary schedule will be increased by 5.51% across the schedule, retroactive to July 1, 2023.

10. Were any additional steps, columns, or ranges added to the salary schedules? (If yes, please explain.)

There were no additional steps, columns, or ranges added to the salary schedule.

B. Proposed Negotiated Changes in Non-Compensation items (class size adjustments, staff development days, teacher prep time, etc.)

Article 9: Duty Hours: Some existing language removed and new language added regarding seniority in order to clarify 10 and 12 month bus and van drivers assignment of daily routes, Field Trip Assignments, and Weekend/Holiday Trips. Article 22: Classification and Reclassification: Article 22 was deleted and replaced with: 22.1 Definitions (22.1.1, 22.1.2, 22.1.3); 22.2 This article addresses reclassification of a position or

C. What are the specific impacts on instructional and support programs to accommodate the settlement? Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

There were no specific impacts on instructional and support programs to accommodate the settlement.

Will the increase in costs as a result of the agreement necessitate budget reductions in the current or subsequent two fiscal years?

YES NO

If yes, please specify the amount of the budget reductions necessary for each fiscal year

2023-24	2024-25	2025-26

Public Disclosure of Proposed Collective Bargaining Agreement

Lakeside Union School District
CSEA Lakeside Chapter 240

D. What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?

This tentative agreement closes bargaining between the parties on reopeners for the 2023-2024 school year. The parties will initiate re-opener negotiations for the 2024-2025 school year in accordance with the provisions of Article 26 of the collective bargaining agreement.

E. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

The proposed agreement does not include any major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

F. Source of Funding for Proposed Agreement:

1. Current Year

The source of funding for this proposed agreement will come from three sources: General Fund 01, Child Development Fund 12, and Child Nutrition Fund 13.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years?

The source of funding ongoing costs related to this proposed agreement will be funded from three sources: General Fund 01, Child Development Fund 12, and Child Nutrition Fund 13.

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

Article 12: Employee Benefits - Effective July 1, 2025, Article 12.4 is amended to read as reflected below. The parties acknowledge that the ongoing cost of the January 1, 2025 implementation of a 75/25 split in Article 12.4 will be included in total compensation negotiations for the 2024-2025 school year. 12.4.....if the cost of the District's Kaiser and/or VEBA Direct HMO health care plans exceeds the specific maximum contribution paid by the District, the District will pay 75%

Public Disclosure of Proposed Collective Bargaining Agreement

Lakeside Union School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Bargaining Unit: **Unrestricted General Fund**
CSEA Lakeside Chapter 240

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board-Approved Budget Before Settlement December 14, 2023	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
LCFF Revenue 8010-8099	\$ 52,444,638			\$ 52,444,638
Federal Revenue 8100-8299	\$ 333,614		\$ -	\$ 333,614
Other State Revenue 8300-8599	\$ 1,398,225			\$ 1,398,225
Other Local Revenue 8600-8799	\$ 930,781		\$ -	\$ 930,781
TOTAL REVENUES	\$ 55,107,258		\$ -	\$ 55,107,258
EXPENDITURES				
Certificated Salaries 1000-1999	\$ 22,797,824			\$ 22,797,824
Classified Salaries 2000-2999	\$ 6,236,680	\$ 260,366		\$ 6,497,046
Employee Benefits 3000-3999	\$ 14,007,213	\$ 93,810		\$ 14,101,023
Books and Supplies 4000-4999	\$ 1,060,030		\$ -	\$ 1,060,030
Services and Other Operating Expenditures 5000-5999	\$ 4,386,883		\$ -	\$ 4,386,883
Capital Outlay 6000-6999	\$ 616,295		\$ -	\$ 616,295
Other Outgo (excluding Indirect Costs) 7100-7299	\$ 892,904			\$ 892,904
7400-7499				
Transfers of Indirect Costs 7300-7399	\$ (1,300,620)		\$ -	\$ (1,300,620)
TOTAL EXPENDITURES	\$ 48,697,209	\$ 354,176	\$ -	\$ 49,051,385
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979		\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ 500,000	\$ -		\$ 500,000
Contributions 8980-8999	\$ (10,731,428)	\$ -	\$ -	\$ (10,731,428)
OPERATING SURPLUS (DEFICIT)*	\$ (4,821,379)	\$ (354,176)	\$ -	\$ (5,175,555)
BEGINNING FUND BALANCE				
9791	\$ 8,911,635			\$ 8,911,635
Audit Adjustments/Other Restatements 9793/9795				\$ -
ENDING FUND BALANCE	\$ 4,090,256	\$ (354,176)	\$ -	\$ 3,736,080
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable 9711-9719	\$ 85,000	\$ -	\$ -	\$ 85,000
Restricted 9740				
Committed 9750-9760		\$ -	\$ -	\$ -
Assigned 9780	\$ 1,424,288	\$ (377,786)		\$ 1,046,502
Reserve for Economic Uncertainties 9789	\$ 2,580,968	\$ 23,610	\$ -	\$ 2,604,578
Unassigned/Unappropriated Amount 9790	\$ -	\$ -	\$ -	\$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Public Disclosure of Proposed Collective Bargaining Agreement

Lakeside Union School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

**Restricted General Fund
CSEA Lakeside Chapter 240**

Bargaining Unit:

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement December 14, 2023	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
LCFF Revenue 8010-8099	\$ 376,069		\$ -	\$ 376,069
Federal Revenue 8100-8299	\$ 4,596,912		\$ -	\$ 4,596,912
Other State Revenue 8300-8599	\$ 8,754,329		\$ -	\$ 8,754,329
Other Local Revenue 8600-8799	\$ 10,095,598			\$ 10,095,598
TOTAL REVENUES	\$ 23,822,908		\$ -	\$ 23,822,908
EXPENDITURES				
Certificated Salaries 1000-1999	\$ 7,620,969		\$ -	\$ 7,620,969
Classified Salaries 2000-2999	\$ 5,941,831	\$ 318,226	\$ -	\$ 6,260,057
Employee Benefits 3000-3999	\$ 9,306,618	\$ 114,657	\$ -	\$ 9,421,275
Books and Supplies 4000-4999	\$ 2,240,734		\$ -	\$ 2,240,734
Services and Other Operating Expenditures 5000-5999	\$ 3,538,545			\$ 3,538,545
Capital Outlay 6000-6999	\$ 6,974,037			\$ 6,974,037
Other Outgo (excluding Indirect Costs) 7100-7299	\$ 1,300		\$ -	\$ 1,300
7400-7499				
Transfers of Indirect Costs 7300-7399	\$ 1,210,868		\$ -	\$ 1,210,868
TOTAL EXPENDITURES	\$ 36,834,901	\$ 432,883	\$ -	\$ 37,267,784
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979		\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -		\$ -
Contributions 8980-8999	\$ 10,731,428	\$ -	\$ -	\$ 10,731,428
OPERATING SURPLUS (DEFICIT)*	\$ (2,280,564)	\$ (432,883)	\$ -	\$ (2,713,447)
BEGINNING FUND BALANCE				
9791	\$ 11,520,889			\$ 11,520,889
Audit Adjustments/Other Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ 9,240,325	\$ (432,883)	\$ -	\$ 8,807,442
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted 9740	\$ 9,240,325	\$ (432,883)		\$ 8,807,442
Committed 9750-9760				
Assigned Amounts 9780				
Reserve for Economic Uncertainties 9789		\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ (0)	\$ -	\$ -	\$ (0)

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Public Disclosure of Proposed Collective Bargaining Agreement

Lakeside Union School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Bargaining Unit: **Combined General Fund**
CSEA Lakeside Chapter 240

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board-Approved Budget Before Settlement December 14, 2023	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
LCFF Revenue 8010-8099	\$ 52,820,707		\$ -	\$ 52,820,707
Federal Revenue 8100-8299	\$ 4,930,525		\$ -	\$ 4,930,525
Other State Revenue 8300-8599	\$ 10,152,555		\$ -	\$ 10,152,555
Other Local Revenue 8600-8799	\$ 11,026,379		\$ -	\$ 11,026,379
TOTAL REVENUES	\$ 78,930,166		\$ -	\$ 78,930,166
EXPENDITURES				
Certificated Salaries 1000-1999	\$ 30,418,793	\$ -	\$ -	\$ 30,418,793
Classified Salaries 2000-2999	\$ 12,178,511	\$ 578,592	\$ -	\$ 12,757,103
Employee Benefits 3000-3999	\$ 23,313,832	\$ 208,467	\$ -	\$ 23,522,299
Books and Supplies 4000-4999	\$ 3,300,764		\$ -	\$ 3,300,764
Services and Other Operating Expenditures 5000-5999	\$ 7,925,427		\$ -	\$ 7,925,427
Capital Outlay 6000-6999	\$ 7,590,332		\$ -	\$ 7,590,332
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ 894,204		\$ -	\$ 894,204
Transfers of Indirect Costs 7300-7399	\$ (89,752)		\$ -	\$ (89,752)
TOTAL EXPENDITURES	\$ 85,532,110	\$ 787,059	\$ -	\$ 86,319,169
OTHER FINANCING SOURCES/USES				
Transfer In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ 500,000	\$ -	\$ -	\$ 500,000
Contributions 8980-8999	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ (7,101,944)	\$ (787,059)	\$ -	\$ (7,889,003)
BEGINNING FUND BALANCE				
9791	\$ 20,432,524			\$ 20,432,524
Audit Adjustments/Other Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ 13,330,580	\$ (787,059)	\$ -	\$ 12,543,521
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable 9711-9719	\$ 85,000	\$ -	\$ -	\$ 85,000
Restricted 9740	\$ 9,240,325	\$ (432,883)	\$ -	\$ 8,807,442
Committed 9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned 9780	\$ 1,424,288	\$ (377,786)	\$ -	\$ 1,046,502
Reserve for Economic Uncertainties 9789	\$ 2,580,968	\$ 23,610	\$ -	\$ 2,604,578
Unassigned/Unappropriated Amount 9790	\$ (0)	\$ -	\$ -	\$ (0)

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Public Disclosure of Proposed Collective Bargaining Agreement

Lakeside Union School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Fund 12 - Child Development Fund

Bargaining Unit:

CSEA Lakeside Chapter 240

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement December 14, 2023	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
Federal Revenue 8100-8299	\$ -		\$ -	\$ -
Other State Revenue 8300-8599	\$ 343,620			\$ 343,620
Other Local Revenue 8600-8799	\$ 2,386,235		\$ -	\$ 2,386,235
TOTAL REVENUES	\$ 2,729,855		\$ -	\$ 2,729,855
EXPENDITURES				
Certificated Salaries 1000-1999	\$ 137,090	\$ -	\$ -	\$ 137,090
Classified Salaries 2000-2999	\$ 348,267	\$ 29,811	\$ -	\$ 378,078
Employee Benefits 3000-3999	\$ 226,380	\$ 10,741		\$ 237,121
Books and Supplies 4000-4999	\$ 58,440		\$ -	\$ 58,440
Services and Other Operating Expenditures 5000-5999	\$ 24,854		\$ -	\$ 24,854
Capital Outlay 6000-6999	\$ -		\$ -	\$ -
Other Outgo (excluding Indirect Costs) 7100-7299	\$ 1,500		\$ -	\$ 1,500
Transfers of Indirect Costs 7300-7399	\$ 25,033		\$ -	\$ 25,033
TOTAL EXPENDITURES	\$ 821,564	\$ 40,552	\$ -	\$ 862,116
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979	\$ -	\$ -		\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ 1,908,291	\$ (40,552)	\$ -	\$ 1,867,739
BEGINNING FUND BALANCE 9791	\$ 3,282,012			\$ 3,282,012
Audit Adjustments/Other Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ 5,190,303	\$ (40,552)	\$ -	\$ 5,149,751
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted 9740	\$ 5,190,303	\$ (40,552)	\$ -	\$ 5,149,751
Committed 9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned 9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ -	\$ -	\$ -	\$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Public Disclosure of Proposed Collective Bargaining Agreement

Lakeside Union School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Fund 13 - Cafeteria Fund
CSEA Lakeside Chapter 240

Bargaining Unit:

Object Code		Column 1	Column 2	Column 3	Column 4
		Latest Board- Approved Budget Before Settlement December 14, 2023	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES					
LCFF Revenue	8010-8099	\$ -		\$ -	\$ -
Federal Revenue	8100-8299	\$ 3,351,781			\$ 3,351,781
Other State Revenue	8300-8599	\$ 1,934,076			\$ 1,934,076
Other Local Revenue	8600-8799	\$ 140,000		\$ -	\$ 140,000
TOTAL REVENUES		\$ 5,425,857		\$ -	\$ 5,425,857
EXPENDITURES					
Certificated Salaries	1000-1999	\$ -	\$ -	\$ -	\$ -
Classified Salaries	2000-2999	\$ 961,576	\$ 78,518		\$ 1,040,094
Employee Benefits	3000-3999	\$ 418,376	\$ 28,290		\$ 446,666
Books and Supplies	4000-4999	\$ 1,751,477		\$ -	\$ 1,751,477
Services and Other Operating Expenditures	5000-5999	\$ 10,486		\$ -	\$ 10,486
Capital Outlay	6000-6999	\$ 50,000		\$ -	\$ 50,000
Other Outgo (excluding Indirect Costs)	7100-7299	\$ 500		\$ -	\$ 500
Transfers of Indirect Costs	7300-7399	\$ 64,719		\$ -	\$ 64,719
TOTAL EXPENDITURES		\$ 3,257,134	\$ 106,808	\$ -	\$ 3,363,942
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979		\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ -	\$ -		\$ -
OPERATING SURPLUS (DEFICIT)*		\$ 2,168,723	\$ (106,808)	\$ -	\$ 2,061,915
BEGINNING FUND BALANCE					
	9791	\$ 3,880,653			\$ 3,880,653
Audit Adjustments/Other Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ 6,049,376	\$ (106,808)	\$ -	\$ 5,942,568
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted	9740	\$ 6,049,376	\$ (106,808)		\$ 5,942,568
Committed	9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned	9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties	9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ -	\$ -	\$ -	\$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Public Disclosure of Proposed Collective Bargaining Agreement

Lakeside Union School District

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Unrestricted General Fund MYP

Bargaining Unit: CSEA Lakeside Chapter 240

Object Code	2023-24	2024-25	2025-26
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue 8010-8099	\$ 52,444,638	\$ 52,746,478	\$ 53,591,712
Federal Revenue 8100-8299	\$ 333,614	\$ 250,000	\$ 250,000
Other State Revenue 8300-8599	\$ 1,398,225	\$ 1,348,712	\$ 1,324,672
Other Local Revenue 8600-8799	\$ 930,781	\$ 936,675	\$ 936,675
TOTAL REVENUES	\$ 55,107,258	\$ 55,281,865	\$ 56,103,059
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 22,797,824	\$ 21,950,544	\$ 21,301,677
Classified Salaries 2000-2999	\$ 6,497,046	\$ 6,439,195	\$ 6,433,094
Employee Benefits 3000-3999	\$ 14,101,023	\$ 13,867,843	\$ 13,665,649
Books and Supplies 4000-4999	\$ 1,060,030	\$ 950,715	\$ 949,854
Services and Other Operating Expenditures 5000-5999	\$ 4,386,883	\$ 3,383,783	\$ 3,271,025
Capital Outlay 6000-6999	\$ 616,295	\$ 15,300	\$ 15,130
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ 892,904	\$ 788,188	\$ 788,096
Transfers of Indirect Costs 7300-7399	\$ (1,300,620)	\$ (1,210,868)	\$ (1,210,868)
Other Adjustments		\$ (855,000)	\$ (265,000)
TOTAL EXPENDITURES	\$ 49,051,385	\$ 45,329,699	\$ 44,948,658
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ 500,000	\$ -	\$ -
Contributions 8980-8999	\$ (10,731,428)	\$ (11,226,235)	\$ (11,334,861)
OPERATING SURPLUS (DEFICIT)*	\$ (5,175,555)	\$ (1,274,069)	\$ (180,460)
BEGINNING FUND BALANCE			
9791	\$ 8,911,635	\$ 3,736,080	\$ 2,462,010
Audit Adjustments/Other Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 3,736,080	\$ 2,462,010	\$ 2,281,551
COMPONENTS OF ENDING FUND BALANCE:			
Nonspendable 9711-9719	\$ 85,000	\$ 85,000	\$ 85,000
Restricted 9740			
Committed 9750-9760	\$ -		
Assigned 9780	\$ 1,046,502	\$ 164,913	\$ 18,695
Reserve for Economic Uncertainties 9789	\$ 2,604,578	\$ 2,212,097	\$ 2,177,856
Unassigned/Unappropriated Amount 9790	\$ -	\$ 0	\$ (0)

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

Public Disclosure of Proposed Collective Bargaining Agreement

Lakeside Union School District

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Restricted General Fund MYP

Bargaining Unit: CSEA Lakeside Chapter 240

Object Code	2023-24	2024-25	2025-26
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue 8010-8099	\$ 376,069	\$ 379,830	\$ 383,628
Federal Revenue 8100-8299	\$ 4,596,912	\$ 2,236,755	\$ 2,263,383
Other State Revenue 8300-8599	\$ 8,754,329	\$ 8,601,175	\$ 8,604,486
Other Local Revenue 8600-8799	\$ 10,095,598	\$ 5,085,600	\$ 5,120,974
TOTAL REVENUES	\$ 23,822,908	\$ 16,303,360	\$ 16,372,471
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 7,620,969	\$ 7,298,399	\$ 7,005,649
Classified Salaries 2000-2999	\$ 6,260,057	\$ 6,128,456	\$ 6,154,983
Employee Benefits 3000-3999	\$ 9,421,275	\$ 9,161,639	\$ 8,964,115
Books and Supplies 4000-4999	\$ 2,240,734	\$ 1,606,631	\$ 1,390,540
Services and Other Operating Expenditures 5000-5999	\$ 3,538,545	\$ 2,999,552	\$ 2,919,052
Capital Outlay 6000-6999	\$ 6,974,037	\$ -	\$ -
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ 1,300	\$ 1,300	\$ 1,300
Transfers of Indirect Costs 7300-7399	\$ 1,210,868	\$ 1,210,868	\$ 1,210,868
Other Adjustments			
TOTAL EXPENDITURES	\$ 37,267,784	\$ 28,406,845	\$ 27,646,506
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -
Contributions 8980-8999	\$ 10,731,428	\$ 11,226,235	\$ 11,334,861
OPERATING SURPLUS (DEFICIT)*	\$ (2,713,447)	\$ (877,250)	\$ 60,826
BEGINNING FUND BALANCE			
9791	\$ 11,520,889	\$ 8,807,442	\$ 7,930,191
Audit Adjustments/Other Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 8,807,442	\$ 7,930,191	\$ 7,991,017
COMPONENTS OF ENDING FUND BALANCE:			
Nonspendable 9711-9719	\$ -	\$ -	\$ -
Restricted 9740	\$ 8,807,442	\$ 7,930,191	\$ 7,991,017
Committed 9750-9760			
Assigned 9780			
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ (0)	\$ 0	\$ 0

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

Public Disclosure of Proposed Collective Bargaining Agreement

Lakeside Union School District

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Combined General Fund MYP

Bargaining Unit: CSEA Lakeside Chapter 240

Object Code	2023-24	2024-25	2025-26
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue 8010-8099	\$ 52,820,707	\$ 53,126,308	\$ 53,975,340
Federal Revenue 8100-8299	\$ 4,930,525	\$ 2,486,755	\$ 2,513,383
Other State Revenue 8300-8599	\$ 10,152,555	\$ 9,949,887	\$ 9,929,158
Other Local Revenue 8600-8799	\$ 11,026,379	\$ 6,022,275	\$ 6,057,649
TOTAL REVENUES	\$ 78,930,166	\$ 71,585,225	\$ 72,475,530
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 30,418,793	\$ 29,248,943	\$ 28,307,326
Classified Salaries 2000-2999	\$ 12,757,103	\$ 12,567,651	\$ 12,588,077
Employee Benefits 3000-3999	\$ 23,522,299	\$ 23,029,482	\$ 22,629,764
Books and Supplies 4000-4999	\$ 3,300,764	\$ 2,557,346	\$ 2,340,394
Services and Other Operating Expenditures 5000-5999	\$ 7,925,427	\$ 6,383,335	\$ 6,190,077
Capital Outlay 6000-6999	\$ 7,590,332	\$ 15,300	\$ 15,130
Other Outgo (excuding Indirect Costs) 7100-7299 7400-7499	\$ 894,204	\$ 789,488	\$ 789,396
Transfers of Indirect Costs 7300-7399	\$ (89,752)	\$ -	\$ -
Other Adjustments	\$ -	\$ (855,000)	\$ (265,000)
TOTAL EXPENDITURES	\$ 86,319,169	\$ 73,736,545	\$ 72,595,164
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ 500,000	\$ -	\$ -
Contributions 8980-8999	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ (7,889,003)	\$ (2,151,320)	\$ (119,634)
BEGINNING FUND BALANCE			
9791	\$ 20,432,524	\$ 12,543,521	\$ 10,392,202
Audit Adjustments/Other Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 12,543,521	\$ 10,392,202	\$ 10,272,568
COMPONENTS OF ENDING FUND BALANCE:			
Nonspendable 9711-9719	\$ 85,000	\$ 85,000	\$ 85,000
Restricted 9740	\$ 8,807,442	\$ 7,930,191	\$ 7,991,017
Committed 9750-9760	\$ -		
Assigned 9780	\$ 1,046,502	\$ 164,914	\$ 18,695
Reserve for Economic Uncertainties 9789	\$ 2,604,578	\$ 2,212,097	\$ 2,177,856
Unassigned/Unappropriated Amount 9790	\$ (0)	\$ (0)	\$ (0)

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

Public Disclosure of Proposed Collective Bargaining Agreement

Lakeside Union School District
CSEA Lakeside Chapter 240

I. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

		2023-24	2024-25	2025-26
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 86,819,169	\$ 73,736,545	\$ 72,595,164
b.	Less: Special Education Pass-Through Funds	\$ -	\$ -	\$ -
c.	Net Expenditures, Transfers Out, and Uses	\$ 86,819,169	\$ 73,736,545	\$ 72,595,164
d.	Projected P-2 ADA	4,438	4,292	4,210
e.	State Standard Minimum Reserve Percentage for this District	3.00%	3.00%	3.00%
f.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line e, or \$69,000)	\$ 2,604,575	\$ 2,212,096	\$ 2,177,855

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9789)	\$ 2,604,578	\$ 2,212,097	\$ 2,177,856
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	\$ -	\$ 0	\$ (0)
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9789)	\$ 249	\$ 249	\$ 249
d.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	\$ -	\$ -	\$ -
e.	Total Available Reserves	\$ 2,604,827	\$ 2,212,346	\$ 2,178,105
f.	Reserve for Economic Uncertainties Percentage	3.00%	3.00%	3.00%

3. Do unrestricted reserves meet the state minimum reserve amount?

2023-24	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2024-25	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2025-26	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

4. If no, how do you plan to restore your reserves?

J. CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF THE COLLECTIVE BARGAINING AGREEMENT

This certification page must be signed by the district's Superintendent and Chief Business Official at the time of public disclosure and is intended to assist the district's Governing Board in determining whether the district can meet the costs incurred under the tentative Collective Bargaining Agreement in the current and subsequent years. The absence of a certification signature or if "I am unable to certify" is checked should serve as a "red flag" to the district's Governing Board.

Board Actions

The board actions necessary to meet the cost of the agreement in each year of its term are as follows:

Current Year-All Funds

Budget Adjustment Categories:

Revenues/Other Financing Sources
Expenditures/Other Financing Uses
Ending Balance(s) Increase/(Decrease)

Budget Adjustment Increase/(Decrease)

\$	-
\$	934,419
\$	(934,419)

Subsequent Years- All Funds

Budget Adjustment Categories:

Revenues/Other Financing Sources
Expenditures/Other Financing Uses
Ending Balance(s) Increase/(Decrease)

Budget Adjustment Increase/(Decrease)

\$	1,649,106
\$	(1,649,106)

Budget Revisions

If the district does not adopt and submit within 45 days all of the revisions to its budget needed in the current year to meet the costs of the agreement at the time of the approval of the proposed collective bargaining agreement, the county superintendent of schools is required to issue a qualified or negative certification for the district on its next interim report.

Certifications

I hereby certify

I am unable to certify

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Sections 3540.2(a) and 3547.5.

The costs incurred by the school district as a result of this agreement can be met by the district during the term of the agreement.

Chonda Taylor
District Superintendent
(Signature)

2/8/2024
Date

I hereby certify

I am unable to certify

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Sections 3540.2(a) and 3547.5.

The costs incurred by the school district as a result of this agreement can be met by the district during the term of the agreement.

[Signature]
Chief Business Official
(Signature)

2/6/2024
Date

Contact Person:

Samantha Orahood

Telephone Number:

619.390.2604

Parent/Teacher Organization Contact Information (attach additional page if more space is needed)

E-mail address

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: February 15, 2024

Agenda Item:

Approve the Tentative Agreement with the District and the California School Employees Association and its Lakeside Chapter 240 (CSEA).

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

Approval is requested of the Tentative Agreement between the District and the CSEA to resolve negotiations for the 2023-24 school year. The tentative agreement includes changes to:

Article 9: Duty Hours, Updated language for Bus Drivers and Van Drivers

Article 10: On salary schedule increase of 5.51%, retro to July 1, 2023

Article 12: Employee benefits, 75/25 split (ongoing cost to be part of 2024-25 total compensation)

Article 22: Classification/Reclassification Article changed, effective 2025-26 school year

Fiscal Impact (Cost):

See details in the Collective Bargaining Disclosure

Funding Source:

General Fund, Child Nutrition Fund, Child Development 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 _____

TENTATIVE AGREEMENT
Between the
Lakeside Union School District (LUSD)
and
California School Employees Association (CSEA) and its Lakeside
Chapter No. 240 on Reopeners
for the 2023-24 fiscal year
12/15/2023

The Lakeside Union School District (LUSD) and the California School Employees Association (CSEA) and its Lakeside Chapter No. 240 agree to the following reopeners for the 2023-2024 school year, subject to ratification by the District Governing Board and CSEA and its Chapter No. 240.

ARTICLE 9: DUTY HOURS

Article 9 is amended, as follows:

9.18 Assignment of Daily Bus Routes: Daily routes shall be posted and drivers shall bid according to hire date in their Bus Driver classification seniority. The route bids shall be three (3) times per year [August September, January and June (extended track or summer school)]

NEW Assignment of Daily Van Routes: Daily van routes shall be posted and van drivers shall bid according to hire date within class seniority. The route bids shall be three (3) times per year. [September, January, and June (extended track or summer school)].

9.18.1 The route with the highest number of hours shall be posted and the ~~h~~Bs ~~d~~Driver with the greatest hire date seniority may bid on each route as posted. 12-month and/or 10-month school Bus Drivers may not bid on the Van Driver routes.

9.18.2 A ~~h~~Bs ~~d~~Driver may decline a specific assignment made under this section. When a ~~h~~Bs ~~d~~Driver declines a route to which the driver is otherwise entitled, the ~~h~~Bs ~~d~~Driver with the next greatest seniority may bid the assignment. The declining ~~h~~Bs ~~d~~Driver shall have the right to the next available assignment. The provisions of 9.19 through 9.20.2 shall not apply to the Bus Driver/Trainer Dispatcher, ~~or Mechanic or Transportation Assistant/School Bus Driver~~ until all drivers in seniority rotation have had the opportunity to accept or deny the assignment.

A Van Driver may decline a specific assignment made under this section. When a Van Driver declines a route to which the driver is otherwise entitled, the Van Driver with the next greatest seniority may bid the assignment. The declining Van Driver shall have the right to the next available assignment.

~~9.19 Special Field Trip Assignment: Special trip-Field Trip Assignments during the Student 10-month calendar shall be distributed and rotated amongst all Bus Drivers in the bargaining unit by seniority within their hire date of a Bus Driver. ~~The drivers rotate to the bottom of the special trips list where he/she accepts or rejects the special trip assignment.~~~~

Field Trip Assignment during Thanksgiving Break, Winter Break, Spring Break and Summer Break shall be distributed and rotated amongst 12-month Bus Drivers in the bargaining unit by seniority within their hire date of a Bus Driver.

~~9.19.3 Weekend/Holiday Saturday Trips: Saturday Weekend/Holiday Trips will be done on a rotation basis with all Bus Drivers, by seniority within their hire date of a Bus Driver. ~~If a driver passes a Saturday trip the driver will remain in rotation.~~ All eligible transportation employees can participate in the Weekend/Holiday Saturday trip rotation provided they possess the required license and specific qualifications of a Bus Driver and shall rotate to the bottom of the lists when they accept or reject a trip assignment. The rotation list will start over every school year (includes extended school year through July 31st) and will not carry over.~~

~~9.19.4 ESS Trip Assignments: ESS trips will be done on a rotation basis with all drivers. ~~If a driver passes an ESS trip, the driver will remain in rotation. The rotation list will start over every school year and will not carry over.~~~~

ARTICLE 10: SALARIES

The salary schedule will be increased by 5.51%, across the Board, retroactive to July 1, 2023.

ARTICLE 12: EMPLOYEE BENEFITS

Effective July 1, 2025, Article 12.4 is amended to read as reflected below. The parties acknowledge that the ongoing cost of the January 1, 2025 implementation of a 75/25 split in Article 12.4 will be included in total compensation negotiations for the 2024-2025 school year.

12.4 The District's maximum contribution annually in any twelve-month period, or prorated portion thereof, to the total cost of medical coverage provided under this

Agreement on behalf of each eligible unit member who is entitled to receive such benefits, shall be as follows:

Employee only	\$7,740.00
Employee +1	\$15,270.00
Family	\$21,410.00

Any amount in excess of the maximum District contribution shall be paid for by the unit members by monthly payroll deduction in equal amounts (which shall be in addition to the employee monthly health care contributions of either \$60 or \$75 as listed above).

If the cost of the District's Kaiser and/or UHG+ VEBA Direct HMO health care plans exceeds the specific maximum contribution paid by the District, the District will pay 75% ~~50%~~ of the increased cost and the employee will pay 25% ~~50%~~ of the increased cost.

ARTICLE 22: CLASSIFICATION AND RECLASSIFICATION

Article 22 is deleted and replaced with the following:

22.1 Definitions

22.1.1 "Classification" means that each position shall have a designated title, a regular minimum number of assigned hours per day, days per week, and months per year, a specific statement of the duties required to be performed by the employees in each such position, and the regular monthly salary ranges for each such position. (Education Code 45101(a).)

22.1.2 "Reclassification" means the upgrading of a position to a higher classification as a result of the gradual increase of the assigned duties being performed by the incumbent in such position. (Education Code 45101(f)).

22.1.3 "Reallocation" means a change of the salary range assigned to a classification, without any change of the duties of the classification.

22.2 This article addresses reclassification of a position or positions, and not reallocation of a position or positions.

22.3 Reclassification Process

22.3.1 The District shall conduct a reclassification study of up to four (4) mutually agreed-upon job families identified in Article 1

(Recognition), every four (4) years, commencing with the 2025-2026 school year.

22.3.2 If the study recommends that a position or positions should be reclassified, the District shall report the recommendations to the District and CSEA negotiation teams. The District shall also report the findings in cases where the study indicates that no change in classification is necessary.

22.3.3 If the study recommends that a position or positions should be reclassified, CSEA and the District will meet and negotiate regarding the recommendation(s). If the District and CSEA reach an agreement on one or more of the recommendation(s), the agreement will be approved by both District and CSEA internal processes.

COMPLETION OF NEGOTIATIONS


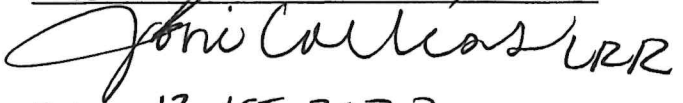
This Tentative Agreement closes bargaining between the parties on reopeners for the 2023-2024 school year. The parties will initiate re-opener negotiations for the 2024-2025 school years in accordance with the provisions of Article 26 of the collective bargaining agreement.

For the District:



Date: December 15, 2023

For CSEA:

Date: 12-15-2023

Board Approval Date: _____

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 2/15/24

Agenda Item:

Approval of Minutes

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

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

Regular Board Meeting of January 18, 2024
Amended Special Board Meeting of December 4, 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:



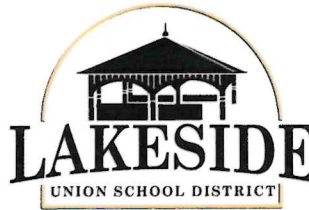
Lisa DeRosier, Executive Assistant



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

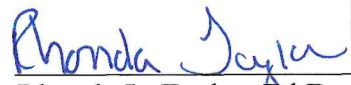
Minutes of the Special Meeting of the Board of Trustees

December 4, 2023
District Administration Center

- | | |
|---|---|
| <p>A. The special meeting of the Lakeside Union School District Board of Trustees was called to order at 4:34 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; Dr. Natalie Winspear, Assistant Superintendent; and Lisa Davis, Assistant Superintendent.</p> <p>President Hayes welcomed guests and led the pledge of allegiance.</p> | <p>Call to Order</p> <p>Flag Salute</p> |
| <p>B. There were no requests to speak to the Board prior to the start of the meeting.</p> | <p>Public Comment</p> |
| <p>C. The Board opened a public hearing, pursuant to Elections Code §10010, subdivision (a)(1).</p> <p>1. Jake Grillot from Currier and Hudson gave a brief overview of the night's presentation. David Lopez from Cooperative Strategies, our demographer, presented timelines and information on the by-trustee area elections and the California Voting Rights Act (CVRA).</p> <p>2. There were two speakers from the community.</p> | <p>Public Hearing</p> <p>Presentation</p> <p>Public Comment</p> |
| <p>D. President Hayes asked if there was any further business to come before the board. There being none, the vice president declared the special board meeting adjourned at 4:54 p.m.</p> | <p>Adjournment</p> |



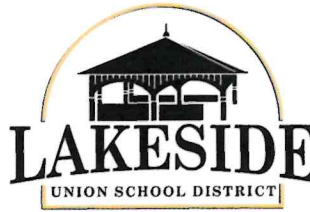
Jim Bennett
Clerk of the Board



Rhonda L. Taylor, Ed.D.
Secretary to 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

Minutes of the Regular Meeting of the Board of Trustees

January 18, 2024
District Administration Center

- | | |
|--|---|
| <p>A. The regular meeting of the Lakeside Union School District Board of Trustees was called to order at 5:00 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; Dr. Natalie Winspear, Assistant Superintendent; and Lisa Davis, Assistant Superintendent. Lisa DeRosier was present to record the minutes.</p> | <p>Call to Order</p> |
| <p>B. There were two requests to speak to the Board prior to closed session regarding the anticipated parent bill of rights.</p> | <p>Public Comments</p> |
| <p>C. At 5:09 p.m., the Governing Board moved to closed session to discuss the following: 1) Conference with Labor Negotiator, Lisa Davis, regarding the Administrators Association of Lakeside Schools (AALS), pursuant to Government Code §54957.6; 2) Public Employee Discipline/Dismissal/Release, pursuant to Government Code §54957; and 3) Public Employee Evaluation, Superintendent, pursuant to Government Code §54957.</p> | <p>Closed Session</p> |
| <p>D. The Board reconvened at 6:00 p.m. President Hayes welcomed visitors and reported on closed session items:</p> <ol style="list-style-type: none"> 1. No action was taken on Conference with Labor Negotiator, Lisa Davis, regarding the Administrators Association of Lakeside Schools (AALS), pursuant to Government Code §54957.6. 2. No action was taken on Public Employee Discipline/Dismissal/Release, pursuant to Government Code §54957. 3. No action was taken on Public Employee Evaluation, Superintendent, pursuant to Government Code §54957. | <p>Reconvene
Welcome Visitors</p> <p>Closed Session
Report</p> |
| <p>Students from Lakeview led the pledge of allegiance. Following the pledge, Principal Tiger Rowan shared highlights from the school and programs. Mr. Tiger spoke about the big rocks that Lakeview is working on. He spoke about targeted feedback, student attendance, their focus on fun, and much more!</p> | <p>Flag Salute
Lakeview
Spotlight</p> |
| <p>E. 1. At 6:15 p.m., the Governing Board opened a public hearing pursuant to Elections Code §10010, subdivision (a)(2) as associated with the District’s transition to a by-trustee area election system.</p> <p>A. District’s counsel, Jake Grillot of Currier and Hudson, presented on the legal components of the California Voting Rights Act. The maps are on the district’s website for review. He explained the process and timeline from beginning to end and all the opportunities to express public comment. There are many legal aspects to this, and the district is working towards finalizing the process. The Board will select a map choice at the February 29th special board meeting.</p> | <p>By-Trustee Area
Public Hearing</p> <p>Counsel’s
Presentation</p> |

E. PUBLIC HEARING (CONTINUED)

The demographer from Woolpert, David Lopez, shared the considerations in the voting area, such as population balance, federal law compliant, citizen voting age, AB 764, protected populations, etc. He walked through each of the 3 map scenarios. All maps can be changed or modified or new ones can be created. Ideally, they are looking to have 8,719 voters in each trustee area. They used natural breaks to divide the boundaries, such as creeks, freeways, and main roads. He is hoping the board adopts a map at the February 29th special board meeting.

Demographer's
Presentation

- B. Hearing 2 comments from the public, President Hayes closed the hearing. One comment was inquiring as to why we were moving towards by-trustee areas; and the other comment was commenting on the way the boundaries are drawn, she won't be able to run for board for 3 years.

Public Input

Both the attorney and the demographer answered questions from the board and from the online google doc.

- F. Clerk Bennett discussed the new COVID guidelines that came out today. The CDC has completely flipped on its guidance, but it's a good step in his opinion. He complimented those who come and speak their mind in public comment. He always takes away nuggets from what is shared. He clarified his thoughts on the anticipated parent bill of rights. It's his belief that it's an inform-only policy and the board should not get involved in the rights and wrongs and belief systems. It's up to the students and the parents. He reiterated that truth is always the better choice. He attended the curriculum meeting and expressed that we want parents to be involved and provide input.

Trustee Reports
and Comments

Member Ellenson commented on the winter events such as the Riverview productions where it was all student driven. She attended the very competitive wreath competition at the district office where the LEAPP team won with their Grinch entry. She was unable to interview the Biztown students, but has always enjoyed seeing their hard work put into practice. She also attended the curriculum meeting and said the grades 6-8 came to a consensus, but the elementary teachers would like more time to decide. She thanked everyone who came out to give community input. She announced there is a shoe and sock drive for our local kids. You can donate through February 29th.

Member Kasper had no formal report.

Vice President Hoefer Moir hoped everyone had a great holiday break. We are halfway through the school year now and is excited for the next half. She attended a lot of activities on sites and was happy to see lots of parents in attendance.

President Hayes wished everyone a happy new year. Thanked the staff for their dedication and appreciates all their hard work. He encouraged everyone to attend the LCAP input nights as the input is invaluable to the process. He attended the ribbon cutting, flip the switch event for the solar project today. This project will save money for the district over time.

- G. There was 1 request to speak to the Board regarding the anticipated parent bill of rights.

Public
Comments

President Hayes called for a 5-minute break.

I. BUSINESS SERVICES (CONTINUED)

- | | | |
|-----|---|----------------------------------|
| 4.4 | A motion to approve an out-of-county field trip on Wednesday, March 13, 2024 where both middle school bands will be performing at Knott's Berry Farm in Buena Park, California. | Approve Out-of-County Field Trip |
| 4.5 | A motion to approve an out-of-state conference for 2 Child Nutrition employees to attend the Mosaic computer training from March 18-20, 2024 at Duke University in North Carolina. | Approve Out-of-State Conference |
| 4.7 | A motion to approve the donations made to the district from July 2023-December 2023 from the LUSD approved crowd-funding site, www.donorschoose.org . These donations totaled \$7,334.93. | Approve Donors Choose Donations |

EDUCATION SERVICES

- | | | |
|-----|--|------------------------------|
| 5.1 | A motion to adopt Resolution No. 2024-12, authorizing the District to enter into a contract with the California Department of Education for Continued Funding for Child Development Services, and authorizing the Superintendent to sign the contract documents for fiscal year 2024-2025. | Adopt Resolution No. 2024-12 |
|-----|--|------------------------------|

BOARD POLICIES, ADMINISTRATIVE REGULATIONS AND/OR EXHIBITS

- | | | |
|-----|--|--------------------|
| 6.1 | A motion to adopt Board Policy 3452: Student Activity Funds. | Adopt BP 3452 |
| 6.2 | A motion to adopt Board Policy and Administrative Regulation 5117: Interdistrict Attendance. | Adopt BP/AR 5117 |
| 6.3 | A motion to adopt Board Policy and Administrative Regulation 6173.1: Education for Foster Youth. | Adopt BP/AR 6173.1 |

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

- | | | |
|-----|--|---------------------------------------|
| 2.2 | <u>It was moved by</u> Clerk Bennett and seconded by Member Ellenson to adopt a revised 2024 Board Meeting and Board Study Session calendar. The suggested changes are June 20 to 13; June 27 to 20; and the addition of a special board meeting on December 12. Motion carried unanimously 5:0 (Ayes: Bennett, Ellenson, Hayes, Hoefler Moir, Kasper). | Adopt Revised Board Calendar |
| 4.6 | <u>It was moved by</u> Vice President Hoefler Moir and seconded by President Hayes to approve the following gifts to the District: A) 70 bicycles from Christian Brothers and the La Mesa Rotary Club to all Lindo Park 1 st grade students; B) 5 Christmas dinners from the Cruz family to Lindo Park families; C) \$50 from Republican Women of California to Lakeside Farms; D) Tierra del Sol Middle School PTSA donated \$2,690 towards 6 th grade camp; and E) Winter Gardens PTA donated \$7,097 towards a Playground Coordinator. President Hayes thanked everyone for the generous donations. The 70 bicycles was an amazing donation. Motion carried unanimously 5:0 (Ayes: Bennett, Ellenson, Hayes, Hoefler Moir, Kasper). | Assembly Accept Gifts to the District |
| 5.2 | <u>It was moved by</u> President Hayes and seconded by Member Ellenson to approve each school sites School Accountability Report Cards (SARC) for school year 2022-2023. President Hayes thanked the principals for all their hard work. Motion carried unanimously 5:0 (Ayes: Bennett, Ellenson, Hayes, Hoefler Moir, Kasper). | Approve SPSA's |

I. ITEMS OF BUSINESS (CONTINUED)

- | | | |
|-----|---|--|
| 6.4 | <p><u>It was moved by</u> President Hayes and seconded by Clerk Bennett to suspend enforcement of Administrative Regulation 5145.3: Nondiscrimination/Harassment. President Hayes commented that when the policy doesn't align with the administrative regulation, the policy prevails. He does not believe the policy aligns and would like to work with legal counsel. Clerk Bennett commented that there are questions on where this will land and we can figure out later how to craft a policy to match the law. Motion carried unanimously to suspend the enforcement of 5145.3 5:0 (Ayes: Bennett, Ellenson, Hayes, Hoefer Moir, Kasper).</p> | Suspend AR
5145.3 |
| J. | <p>1. Review of Enrollment Report for Month 4 from November 10 – December 8, 2023. There were no comments.</p> <p>2. President Hayes would like the section of “Legislative Updates” to be placed on each agenda in the future. This will be a space where the Board can discuss or act upon potential action regarding new laws.</p> <p>3. First Reading of Board Policy 0410: Nondiscrimination in District Programs and Activities. President Hayes has some changes and the policy will come back next month for a second reading.</p> <p>4. First Reading of Board Policy and Administrative Regulation 6159.2: Nonpublic, Nonsectarian School and Agency Services for Special Education. The Board will adopt at the next regular meeting.</p> <p>5. First Reading of Board Policy and Administrative Regulation 6174: Education for English Learners. The Board will adopt at the next regular meeting.</p> <p>6. <u>It was moved by</u> Vice President Hoefer Moir and seconded by Member Kasper to adopt Board Policy and Administrative Regulation 5144.1. Motion carried unanimously 5:0 (Ayes: Bennett, Ellenson, Hayes, Hoefer Moir, Kasper).</p> | <p>Enrollment
Report
Legislative
Updates</p> <p>BP 0410</p> <p>BP/AR 6159.2</p> <p>BP/AR 6174</p> <p>AR 5144.1</p> |
| K. | <p>1A. Kerry Strong, LTA President, was not present.</p> <p>1B. David Myers, CSEA President, was not present.</p> <p>2A. Lisa Davis, Assistant Superintendent, commented that they have been working on next year's budget, staffing and enrollment. She gave a shout out to the business office staff as there were no findings in the audit report. We do our own plus the two charters' financials. A lead mechanic was hired starting February 1st. He has a high skill set that will benefit the transportation department immensely. Bids will be going out soon for the new Technology building and ESS will be receiving 2 much-needed buildings. Tierra del Sol Middle School will be receiving new security fencing. There are lots of summer projects in the works.</p> <p>2B. Dr. Natalie Winspear, Assistant Superintendent, discussed the LCAP input meetings planned for February; the district-wide professional development day; and the CTE grant for the middle schools. She also discussed the improved attendance this year. We are up to 94.7% and our chronic absences are down. All the sites are going down and everyone has a plan to improve attendance.</p> <p>2C. Dr. Rhonda Taylor, Superintendent, shared photos of the district office as a result of the Lemon Crest kindness challenge. She attended Lemon Crest's law enforcement event where they brought out all their toys. They had a jeep, quad, dogs, bullet-proof vest and the helicopter. It was all positive interactions.</p> | <p>LTA President</p> <p>CSEA President</p> <p>Assistant
Superintendent
Lisa Davis</p> <p>Assistant
Superintendent
Dr. Natalie
Winspear</p> <p>Superintendent
Dr. Rhonda
Taylor</p> |

Lakeside Union School District
Board of Trustees Regular Meeting
January 18, 2024

- L. President Hayes asked if there was any further business to come before the board. There being none, the president declared the regular board meeting adjourned at 8:45 p.m.

Adjournment

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

Jim Bennett
Clerk of the Board

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 2/15/24

Agenda Item:

School and Employee Calendars

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

Adoption of the revised 2024 school and employee calendar. The minor changes are to the start and end dates of some staff members.

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Addresses Emphasis Goal(s):

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

Recommended Action:

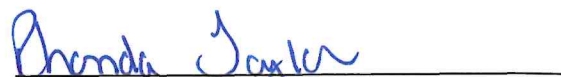
- | | |
|---|--|
| <input type="checkbox"/> Informational | <input type="checkbox"/> Denial |
| <input type="checkbox"/> Discussion | <input type="checkbox"/> Ratification |
| <input type="checkbox"/> Approval | <input type="checkbox"/> Explanation: Click here to enter text. |
| <input checked="" type="checkbox"/>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

LAKESIDE UNION SCHOOL DISTRICT

2024-2025 Calendar

S	M	T	W	T	F	S
JULY 2024						
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

S	M	T	W	T	F	S
AUGUST 2024						
10				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

S	M	T	W	T	F	S
SEPTEMBER 2024						
20						
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

S	M	T	W	T	F	S
OCTOBER 2024						
23						
	1	2	3	4	5	
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

S	M	T	W	T	F	S
NOVEMBER 2024						
14						
				1	2	
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17	18	19	20	21	22	23
24	25	26	27	28	29	30

S	M	T	W	T	F	S
DECEMBER 2024						
15						
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15	16	17	18	19	20	21
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29	30	31				

S	M	T	W	T	F	S
JANUARY 2025						
18						
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5	6	7	8	9	10	11
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19	20	21	22	23	24	25
26	27	28	29	30	31	

S	M	T	W	T	F	S
FEBRUARY 2025						
18						
					1	
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23	24	25	26	27	28	

S	M	T	W	T	F	S
MARCH 2025						
21						
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9	10	11	12	13	14	15
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23	24	25	26	27	28	29
30	31					

S	M	T	W	T	F	S
APRIL 2025						
11						
	1	2	3	4	5	
6	7	8	9	10	11	12
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20	21	22	23	24	25	26
27	28	29	30			

S	M	T	W	T	F	S
MAY 2025						
21						
			1	2	3	
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25	26	27	28	29	30	31

S	M	T	W	T	F	S
JUNE 2025						
9						
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

SPECIAL DAYS

- Non-Student Day
- First Day of School** August 19
- Last Day of School** June 12
- 100th Day January 30

GRADING PERIODS

- Trimester Grading Periods
- 1st (58 Days) November 8, 2024
- 2nd (60 Days)..... February 28, 2025
- 3rd (62 Days) June 12, 2025

REPORT CARDS

- Trimester 1.....November 15, 2024
- Trimester 2 March 7, 2025
- Trimester 3 June 12, 2025

PARENT CONFERENCES

- Parent Conferences for Elementary and Middle Schools
-October 8-11, 2024
- At-Promise Parent Conferences for Elementary Only
- December 12-13, 2024
- At-Promise Parent Conferences for Elementary Only
- March 13-14, 2025

LAKESIDE UNION SCHOOL DISTRICT

Month 1	August 19 – September 13, 2024	19 days
Month 2	September 16 – October 11, 2024	20 days
Month 3	October 14 – November 8, 2024	19 days
Month 4	November 11 – December 6, 2024	14 days
Month 5	December 9, 2024 – January 3, 2025	10 days
Month 6	January 6 – January 31, 2025	18 days
Month 7	February 3 – February 28, 2025	18 days
Month 8	March 3 – March 28, 2025	20 days
Month 9	March 31 – April 25, 2025	9 days
Month 10	April 28 – May 23, 2025	20 days
Month 11	May 26 – June 12, 2025	13 days

2024	July 4	Thursday	Fourth of July (Legal Holiday)
	July 29	Monday	Middle School Principals Return
	July 30	Tuesday	11-Month Employees Return
	August 5	Monday	Site Administrators Return
	August 5	Monday	10-Month Clerical Employees Return
	August 14	Wednesday	Teacher Workday
	August 15*	Thursday	Professional Development
	August 16	Friday	Teacher Workday
	August 19	Monday	Classes Begin
	September 2	Monday	Labor Day (Legal Holiday)
	September 27	Friday	School Site Goal Setting and Planning Day (Minimum Day)
	October 8-11	Monday-Friday	Elem & Middle School Parent Conferences (Minimum Day)
	November 1	Friday	Non Student, Non Staff Day
	November 11	Monday	Veterans Day (Legal Holiday)
November 25-29	Monday-Friday	Thanksgiving Holidays (Student and Legal Holidays)	
December 12-13	Thursday-Friday	At-Promise Elementary Parent Conferences (Minimum Day)	
Dec 23-Jan 3	Monday-Friday	Winter Recess	
December 24	Tuesday	Local Holiday	
December 25	Wednesday	Christmas Day (Legal Holiday)	
December 26	Thursday	Local Holiday **	
2025	January 1	Wednesday	New Year's Day (Legal Holiday)
	January 2	Thursday	Local Holiday
	January 20	Monday	Martin Luther King, Jr. Day (Legal Holiday)
	January 31*	Friday	Professional Development Day (Student Holiday)
	February 10	Monday	Lincoln's Day (Legal Holiday)
	February 17	Monday	Washington's Day (Legal Holiday)
	March 13-14	Thursday-Friday	At-Promise Elementary Parent Conferences (Minimum Day)
	April 7-21	Monday-Monday	Spring Recess
	April 18	Friday	Good Friday (Local Holiday)
	May 7	Wednesday	Day of the Teacher
	May 19-23	Monday-Friday	Classified Employees Week
	May 23	Friday	School Site Goal Setting and Planning Day (Minimum Day)
	May 26	Monday	Memorial Day (Legal Holiday)
	June 12	Thursday	Last Day of Student Attendance/Final Workday for Teachers
	June 19	Thursday	Juneteenth Holiday
	June 25	Wednesday	Final Workday for 10-month Clerical Employees
	June 27	Friday	Final Workday for Administrators
June 27	Friday	Final Workday for 11-Month Employees	

**Professional Development Day*

***Local holiday for employees, December 26, 2024, in lieu of Admissions Day*

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 2/15/24

Agenda Item:

CSBA Delegate Assembly Election

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

The Board is requested to select up to nine (9) candidates for the California School Boards Associations' Delegate Assembly for Region 17 (San Diego County).

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Addresses Emphasis Goal(s):

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

Recommended Action:

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

Originating Department/School: Superintendent's Office

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Lisa DeRosier, Executive Assistant



Dr. Rhonda Taylor, Superintendent

REQUIRES BOARD ACTION

This complete, **ORIGINAL** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the post office no later than **FRIDAY, MARCH 15, 2024**. Only ONE Ballot per Board. Be sure to mark your vote "X" in the box. A *PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.*

OFFICIAL 2024 DELEGATE ASSEMBLY BALLOT
REGION 17
(San Diego County)

Number of seats: 9 (Vote for no more than 9 candidates)

Delegates will serve two-year terms beginning April 1, 2024 - March 31, 2026

**denotes incumbent*

- | | |
|--|---|
| <input type="checkbox"/> Maria Betancourt-Castaneda (National SD)* | <input type="checkbox"/> Dawn Perfect (Ramona USD)* |
| <input type="checkbox"/> Eddie Jones (Fallbrook Union HSD)* | <input type="checkbox"/> Dr. Don Sauter (Jamul-Dulzura Union ESD) |
| <input type="checkbox"/> Julie Kelly (Vista USD)* | <input type="checkbox"/> Rhea Stewart (Cardiff SD) |
| <input type="checkbox"/> Rudy Lopez (San Ysidro SD)* | <input type="checkbox"/> Marla Strich (Encinitas Union ESD)* |
| <input type="checkbox"/> Gee Wah Mok (Del Mar Union SD)* | |

Provision for Write-in Candidate Name

School District

Signature of Superintendent or Board Clerk

Title

School District Name

Date of Board Action

See reverse side for list of all current Delegates in your Region.

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

Director: VACANT

Below is a list of all elected or appointed Delegates from this Region.

County: San Diego

Whitney Antrim (Coronado USD), term expires 2025
Sabrina Bazzo (San Diego USD), appointed term expires 2025
Maria Betancourt-Castaneda (National SD), term expires 2024
Kate Bishop (Chula Vista ESD), term expires 2025
Stacy Carlson (San Marcos USD), term expires 2024
Eleanor Evans (Oceanside USD), term expires 2024
Eddie Jones (Fallbrook Union HSD), term expires 2024
Julie Kelly (Vista USD), term expires 2024
Melissa Krogh (Warner USD), term expires 2025
Rudy Lopez (San Ysidro ESD), term expires 2024
Elva Lopez-Zepeda (Sweetwater Union HSD), term expires 2025
Darshana Patel (Poway USD), appointed term expires 2025
Dawn Perfect (Ramona USD), term expires 2024
Cody Petterson (San Diego USD), appointed term expires 2025
Barbara Ryan (Santee SD), term expires 2025
Nicholas Segura (Sweetwater Union HSD), appointed term expires 2024
Arturo Solis (Sweetwater Union HSD), appointed term expires 2025
Marla Strich (Encinitas Union ESD), term expires 2024
Gee Wah Mok (Del Mar Union SD), term expires 2024
Sharon Whitehurst-Payne (San Diego USD), appointed term expires 2024
Katrina Young (San Dieguito Union HSD), term expires 2025

County Delegate:

Guadalupe Gonzalez (San Diego COE), term expires 2025

County

San Diego

11232 El Camino Real
San Diego, CA 92130-2657
(858) 755-9301
(858) 523-6114 Fax
www.dmusd.org



Superintendent
Holly McClurg, Ph.D.

Board of Trustees
Gee Wah Mok, Esq., President
Alan Kholos, Esq., Clerk
Katherine Fitzpatrick, Member
Erica Halpern, Member
Doug Rafner, Esq., Member

On November 15, 2023, the Board of Trustees of the Del Mar Union School District (DMUSD) nominated Mr. Gee Wah Mok, Esq. as a candidate for the California School Boards Association (CSBA) Delegate Assembly representing Region 17. On behalf of our Board, I encourage you to support this dedicated and passionate educational leader in his ongoing commitment to serving the children of San Diego County and the state of California and his candidacy for the Delegate Assembly.

A San Diego native, Gee Wah is deeply committed to ensuring that all students in every school district are provided an excellent education. He has consistently demonstrated strong leadership qualities through his extensive involvement in both school and community service organizations. Currently, he serves as a member of the CSBA Delegate Assembly representing Region 17, President of the DMUSD Board of Trustees, Representative of the Legislative Action Network, Board Liaison to the Del Mar Schools Education Foundation (DMSEF) and has previously served as Board Representative to the North Coastal Consortium for Special Education (NCCSE). Prior to his role on the Board, Gee Wah played a pivotal role as a Co-Chair in the successful campaign for Yes on MM, the general obligation bond measure passed in 2018, which secured crucial facilities funding for DMUSD.

Gee Wah exemplifies professionalism as a community leader and an experienced School Board Trustee who consistently prioritizes the well-being of children. His unwavering dedication and commitment significantly contribute to his effectiveness as an advocate for every child.

We invite you to join our Board of Trustees in endorsing Mr. Gee Wah Mok's nomination for another two-year term on the California School Boards Association's Delegate Assembly as a representative from Region 17. The Del Mar Union School District proudly supports his candidacy.

Sincerely,

A handwritten signature in blue ink that reads "Holly McClurg".

Holly McClurg, PhD
Superintendent

February 5, 2024

To: Members of the Governing Boards of Education in San Diego County
Subject: Marla Strich, Region 17 CSBA Delegate Assembly Candidate

Board of Trustees

Emily Andrade
Tom Morton
Marla Strich
Marlon Taylor
Jodie Williams

On December 12, 2023, the Board of Trustees of the Encinitas Union School District (EUSD) unanimously nominated Mrs. Marla Strich as a candidate for the California School Boards Association (CSBA) Delegate Assembly representing Region 17. On behalf of our Board, I encourage you to support this dedicated, passionate school leader in her continued service to the children of San Diego County and the state of California by supporting her candidacy for Delegate Assembly.

Superintendent

Andrée Grey, Ed.D.

Marla has consistently demonstrated exceptional leadership skills through extensive involvement in school and community service organizations. She currently serves as a member of the CSBA Delegate Assembly representing Region 17, a member of the EUSD School Board, and on the CSBA Annual Education Conference Planning Committee for the December 2024 conference in Anaheim. Previously, she has served roles including President of the SD County School Boards Association, chairperson of the Ocean Knoll Elementary and San Dieguito Academy School Site Councils and as Ocean Knoll's Parent-Teacher Association (PTA) Legislative Vice President. Ocean Knoll PTA awarded her Volunteer of the Year as well as the Golden Oak, PTA's highest award.

Assistant Superintendents

Amy Illingworth, Ed.D.
Educational Services

Angelica Lopez, Ed.D.
Administrative Services

Joseph Dougherty
Business Services

In addition, Mrs. Strich participated as a member of the Legislative Action Network (LAN) and Strategic Planning Committee for the San Dieguito Union High School District and in the North Coastal Regional Legislative Action Network. She has traveled to Sacramento numerous times to lobby for public education and has also advocated for our children in Washington, D.C., as part of the National School Board Association's (NSBA) Federal Relations Network. In 2022 and 2023, Mrs. Strich participated as part of the Coast2Coast Federal Advocacy Meeting organized by CSBA and NSBA and will do so again in the Spring of 2024. In 2022, the EUSD Board of Trustees received CSBA's inaugural Governance Team of the Year Award. The Board was selected for exemplifying best practices in effective governance.

Marla is the ultimate professional as a leader in the community and an experienced trustee who places children first in her priorities. Her dedication, passion, and commitment all contribute to her success as an advocate for all children.

Please join our Board of Trustees in supporting Mrs. Marla Strich's nomination to a two-year term on California School Boards Association's Delegate Assembly as a representative from Region 17. The Encinitas Union School District proudly endorses her candidacy.

Sincerely,



Andrée Grey, Ed.D.
Superintendent



EXCELLENCE ★ INNOVATION

Superintendent: Matt Doyle, Ed.D.

Board Members: Martha Alvarado, Julie Kelly, Rena Marrocco, Rosemary Smithfield, and Cipriano Vargas

February 7, 2024

To: Members of the Governing Boards of Education in San Diego County

Re: Region 17 CSBA Delegate Assembly Election Endorsement

Esteemed Board Members,

I write on behalf of the Board of Trustees of the Vista Unified School District to ask for your consideration of Julie Kelly for a position on the California School Boards Association (CSBA) Delegate Assembly, representing Region 17. Trustee Kelly was unanimously nominated as a candidate during the December 12, 2023 Board meeting. Trustee Kelly has devoted more than a decade of advocacy and support to the students and families of our city and the entire San Diego County region. I am confident that her leadership will continue to promote the mission and vision of CSBA.

Mrs. Kelly has a rich history of educational advocacy, serving in multiple roles in the school district as a parent leader and community partner. These roles include thirteen years as a unit Parent Teacher Association President, four years as SSC member, and Magnet School Steering Committee co-chair. Mrs. Kelly continually demonstrates the qualities of an exemplary trustee - deep knowledge of governance standards, ardent advocacy for students, and a commitment to develop public education policies that focus on students at the center of all board decisions.

Still more, Mrs. Kelly was nominated by her fellow trustees to become the School Board Vice President after just two years on the board. She has not only successfully fulfilled the duties of this position, but was just reelected to the role of Vice President for a second year. In her role on the board, Mrs. Kelly demonstrates careful preparation, respectful consideration to community comments, active engagement with her constituents, and an unwavering focus on the needs of all students and their families. Mrs. Kelly was asked to lead the revision of the School Board Governance Handbook. In keeping with her commitment to excellence, Mrs. Kelly collaborated with Michael Fullan and Davis Campbell (authors of The Governance Core) to develop an impressive Governance Handbook that keeps our board focused on a governance mindset, a shared moral imperative, and a commitment to system-wide coherence.

Mrs. Kelly's dedication to public service does not stop at the board level. She was nominated as a CSBA delegate in 2022 and has actively served in this role, becoming Secretary of Region 17 after her first year as a delegate. Mrs. Kelly's leadership at the CSBA level has served to further strengthen her effectiveness as a trustee. Her knowledge of governance standards, board rules, and board policies has amplified the success of our collective efforts to promote high quality learning opportunities for all students.

In closing, Mrs. Kelly is a genuine community leader. A leader that is singularly focused on supporting all students and families. As a leader, this quality is essential in order to ensure that our students have the support and guidance they need to become successful learners. It is with great pride and honor that I seek your endorsement of Julie Kelly for a second term on the CSBA Delegate Assembly.

Sincerely,

Matt Doyle, EdD.
Superintendent of Schools
Vista Unified School District

The purpose of Vista Unified School District is to inspire every student to persevere as a critical thinker who collaborates to solve real world problems.

LAKESIDE UNION SCHOOL DISTRICT

Board Submission Form for Governing Board Meeting Date: 2/15/24

Agenda Item:

Resolution #2024-14

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

A resolution designating the week of February 26-March 1, 2024 as "Love of Reading" Week in the Lakeside Union School District and urging members of the community to participate by reading their favorite stories to district students.

Fiscal Impact (Cost):

None

Funding Source:

N/A

Addresses Emphasis Goal(s):

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

Recommended Action:

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

Originating Department/School: Superintendent's Office

Submitted/Recommended By:

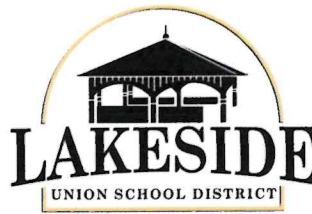
Approved for Submission to the Governing Board:


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

RESOLUTION NO. 2024-14

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

WHEREAS, the week of February 26-March 1, 2024, has been designated as "Love of Reading Week"; and;

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

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Lakeside Union School District declares Friday, March 1, 2024 as the Heather O'Rourke-Lakeside Union School District Community Read-In, and urges members of the community to participate by reading their favorite stories to district students.

PASSED AND ADOPTED this 15th day of February 2024, by the Lakeside Union School District Board of Trustees, San Diego County, by the following vote:

AYES:

NOES:

ABSENT:

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

Jim Bennett, Clerk

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 2/15/24

Agenda Item:

Personnel Assignment Order 2024-08

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, February 15, 2024
Personnel Assignment Order – 2024-08**

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

B. Change of Status/Location:

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

C. Waiver:

Employee	Assignment/Location	Reason	Recommendation	Effective Date

D. Resignation:

Employee	Assignment/Location	Class/Step	Reason	Effective Date

E. Provisional Internship Permit:

Employee	Assignment/Location	Effective Date

F. LAO:

Employee	Location	Position	Reason	Effective Date
Ayala, Jaclyn	LV/TDS	SLP	Education Code §44831	8/16/2023
Huang, Angie	LC	SLP	Education Code §44831	8/16/2023
Douglas, Megan	LEAPP	SLP	Education Code §44831	8/16/2023
Walklet, Eulalie	LF	SLP	Education Code §44831	8/16/2023

G. FMLA:

Employee	Location	Position	Reason	Effective Date

Classified Staff

H. New Hire:

Employee	Location	Position/Class/Step	Previous Monthly Salary	New Monthly Salary	Effective Date
Andrews, Reba	Lakeside Farms	IA-I-Sped/10/7	N/A	\$1,140.41	2/1/2024
Bishop, Lourissa	Lakeside Middle	Child Dev Assist/8/2	N/A	\$1,354.42	2/1/2024
Jackson, Kevin	Transportation	Mechanic Lead/35/7	N/A	\$6,227.50	2/1/2024
McBready, Celeste	Lakeside Farms	IA-I-SPED/10/7	N/A	\$1,140.41	2/1/2024
Whaley, Kelly	Lindo Park	IA-I-SPED/10/1	N/A	\$964.22	2/1/2024

I. Change of Status/Location:

Employee	Location	Position/Class/Step	Previous Monthly Salary	New Monthly Salary	Effective Date
Cota, Leilani	District Office	Data Specialist/30/7	\$5,130.41	\$5,474.00	2/1/2024
Massey, Michael	Lindo Park	IA-III-SPED/14/2	\$2,467.02	\$2,032.54	2/1/2024
Pagel, Lauren	District Office	Executive Admin Assistant-Confidential/29/4	\$6,021.40	\$6,517.00	2/1/2024
Williams, Michelle	District Office	Human Resource Assistant/20/7	\$2,287.81	\$4,704.64	2/14/2024

J. Management Position:

Employee	Location	Position/Range/Step	Effective Date

K. Resignation/Termination:

Employee	Location	Position	Reason	Effective Date
Mietzel, Caitlin	LEAPP	Campus Supervisor	Sub Teaching	2/1/2024
Ochoa, Silvia	Child Nutrition	Child Nutrition Assistant	Probation Release	1/9/2024
Woolley, Cynthia	Child Nutrition	Child Nutrition Assistant	Resignation	2/3/2024

L. Rehires:

Employee Name	Location	Position	Effective Date

M. 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: 2/15/24

Agenda Item:

Resolution No. 2024-15

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

Resolution No. 2024-15 Reducing or Discontinuing Particular Kinds of Services for the 2024-2025 School Year Implementing Education Code Sections 45114, 45117, 45298, and 45308.

Fiscal Impact (Cost):

Click here to enter text.

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: Human Resources

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Christine Sinatra, HR Exec Director



Dr. Rhonda Taylor, Superintendent

**BEFORE THE BOARD OF TRUSTEES OF THE
LAKESIDE UNION SCHOOL DISTRICT
SAN DIEGO COUNTY, CALIFORNIA
*Resolution No. 2024-15***

In the Matter of Reduction or)
Discontinuation of Particular Kinds)
of Services for the 2024-25 School)
Year Implementing Education Code))
Sections 45114, 45117, 45298,)
and 45308)

WHEREAS, Due to lack of work and/or lack of funds, this Governing Board hereby finds that it is in the best interests of the District to lay off the following classified employees and positions pursuant to the provisions of Education Code sections 45114, 45117, 45298, and 45308.

WHEREAS, Due to lack of funds and lack of work, this Governing Board finds it is necessary for the District to reduce or discontinue services by the following extent:

Seven (7) Art/Music Instructional Assistant	Discontinued	0.475 FTE (Categorical)
Two (2) Playground Coordinator	Discontinued	0.427 FTE (Categorical)
Two (2) Instructional Assistant III - SPED	Reduced	0.3 FTE
One (1) Instructional Assistant III - SPED	Reduced	0.15 FTE
Two (2) Instructional Assistant II - SPED	Reduced	0.14838 FTE

NOW, THEREFORE, BE IT RESOLVED, that as of June 30, 2024, the above-mentioned services in the District shall be reduced or discontinued to the extent herein above described.

BE IT FURTHER RESOLVED, that the Governing Board regrets this action, but takes this action pursuant to provisions in the California Education Code.

BE IT FURTHER RESOLVED, that the Governing Board takes this action and directs that classified employees shall be laid off pursuant to the California Education Code.

BE IT FURTHER RESOLVED, that the Governing Board takes this action and directs that classified employees shall be laid off pursuant to Article 28, Layoff and Reemployment, of the 2022-2025 Collective Bargaining Agreement between the Lakeside Union School District Board of Trustees and the California School Employees Association and its Lakeside Chapter 240.

BE IT FURTHER RESOLVED, that the Superintendent or her designee is hereby authorized and directed to give proper layoff notices pursuant to applicable law.

BE IT FURTHER RESOLVED, that the action of the Governing Board shall not in any way be considered to prejudice the rights of any classified employee to whom notice will be given with respect to the Governing Board's consideration of the Administrative Law Judge's Proposed Decision should a hearing be requested by the classified employee.

PASSED AND ADOPTED, this __ day of February, 2024, by the Governing Board of the **LAKESIDE UNION SCHOOL DISTRICT** of San Diego, California, by the following vote:

AYES:

NOS:

ABSTAIN:

ABSENT:

Dated this 15th day of February, 2024.

Clerk of the Governing Board
of the **LAKESIDE UNION SCHOOL DISTRICT** of
San Diego County, State of California

**NOTICE TO THE GOVERNING BOARD OF RECOMMENDATION TO
REDUCE OR DISCONTINUE PARTICULAR KINDS OF SERVICES
FOR THE 2024-2025 SCHOOL YEAR IMPLEMENTING
EDUCATION CODE SECTIONS 45114, 45117, 45298, AND 45308**

February 8, 2024

TO: Governing Board of the
Lakeside Union School District

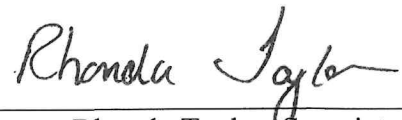
The undersigned, Rhonda Taylor, Superintendent of the Lakeside Union School District, hereby recommends to the Governing Board that classified employees employed by the District be laid off for the ensuing 2024-2025 school year, and that this Governing Board authorize that notices be given as required by Education sections 45114, 45117, 45298, and 45308 to classified employees that such services will not be required for the ensuing school year.

The basis of this recommendation is that the following particular kinds of services will be reduced or discontinued for the 2024-2025 school year:

Seven (7) Art/Music Instructional Assistant	Discontinued	0.475 FTE
Two (2) Playground Coordinator	Discontinued	0.427 FTE
Two (2) Instructional Assistant III - SPED	Reduced	0.3 FTE
One (1) Instructional Assistant III - SPED	Reduced	0.15 FTE
Two (2) Instructional Assistant II - SPED	Reduced	0.14838 FTE

For the foregoing reasons, it is necessary to decrease the number of classified employees of the District for the 2024-2025 school year as authorized by Education Code sections 45114, 45117, 45298, and 45308. The services of no permanent employee will be terminated while any probationary employee, or any other employee with less seniority, is retained to render a service which said permanent employee is classified and competent to render.

Respectfully submitted,



Rhonda Taylor, Superintendent
Secretary to the Board of Trustees

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: Feb 15, 2024

Agenda Item:

Memorandum of Understanding with Arizona State University

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

To provide students of Arizona State University experience through clinical practice at LUSD.

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Addresses Emphasis Goal(s):

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

Recommended Action:

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

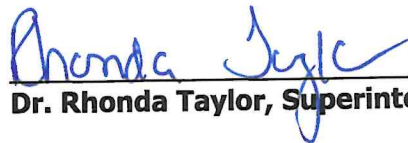
Originating Department/School: Human Resources

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Christine Sinatra, Director, HR



Dr. Rhonda Taylor, Superintendent

Agreement Details

Enter the contact information for the primary point-of-contact person for this agreement. In most cases, it is generally NOT the authorized signature, but rather the person who can provide details on the internship itself.

SPONSOR DETAILS				ASU DETAILS	
Sponsor Name:	Lakeside Union School District			College/School or ASU:	Mary Lou Fulton Teachers College
Type of Agreement: (check all that apply)	<input checked="" type="checkbox"/> SPA	<input type="checkbox"/> Paid SPA	<input type="checkbox"/> Sponsor's Agrmt.	<input type="checkbox"/> Addendum	Program Name: Office of Professional Experiences
Agreement Term: (maximum 5-year period)	Start Date: MM/DD/YYYY	12/08/2023	End Date: MM/DD/YYYY	07/15/2028	Contact Name: Rhae Lynne Clawson
Street Address 1:	12335 Woodside ave			TEL:	(602) 543-6311
Street Address 2:				URL:	https://education.asu.edu/student-life/office-professional-experiences
City/ST/ZIP:	Lakeside City	CA State	92040 ZIP		
Contact Name:	Lisa Davis				
Title:	Assistant Superintendent				
E-mail:	ldavis@lsusd.net				
TEL:	(619) 390-2641				
URL:	lsusd.net				

Provide a brief description of the educational opportunity (i.e. what the student will be doing). This description should provide readers with a solid understanding of the academic experience students will receive.

Educational Opportunity:	<p>Interns: Interns participate in a classroom under the direction of a mentor teacher who possesses a minimum of three years of teaching experience. Interns co-plan and co-teach lessons to individual students, small groups of students, and or the whole class under the direction of the intern mentor teacher.</p> <p>Teacher Candidates/Student Teachers: Teacher Candidates student teach under the direction of a certified, mentor teacher who possesses a minimum of three years of experience in the classroom. Teacher Candidates co-plan and co-teach lessons to individual student, small groups of students and the whole class under the direction of the mentor teacher.</p> <p>Principal Interns: Principal Interns participate in schools under the direction of the Mentor Principal who has a minimum of three years of full-time experience as a practicing certified principal. During the internships and under the direction of the Mentor Principal, the Principal Intern observes, participates in and leads activities, and completes assignments which allow for the Principal Intern's growth in mastering the administrative standards.</p> <p>BLE 580 Practicum: Students will complete a minimum of 45 (non-negotiable) hours across 6 weeks in a practicum setting. At least 30 hours must be in direct contact with English Language Learners (ELLs) engaging in activities directly related to learning English that are normally performed by an instructor. No more than 15 hours may be allotted for planning. Tasks should involve designing and implementing lessons and activities, researching literature related to the program, interviewing individuals (e.g., administrators, teachers, parents, students, community stakeholders, etc.) about the program, and developing materials and/or resources to meet the academic needs of the students and school.</p> <p>Educational Studies Student-Interns : Students complete internships (approximately 85 hours each semester) during which they support learners and the learning environment. Students will study the Human-Centered Design Thinking process in class and need to apply these lessons during internships that link programmatic learning with personal educational interests. Mutually beneficial experiences in culturally and socially diverse educational settings will help students gain an understanding of the internship site's work, mission and audience, and expand the student's vision for a future career by observing, actively participating, evaluating, and reflecting on their internship experience.</p> <p>Early Childhood Educational Studies - The Early Childhood Education/Studies program provides students with experience in collaborative and reflective practice, develops leadership and critical thinking, and hones communication skills needed for working with children up to age five. Students of this Early Childhood Education online program must be working or volunteering in an early-childhood setting to successfully complete the program. This does not lead to teacher certification, by earning a bachelor's degree, students will advance their skills and gain the</p>
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STUDENT PLACEMENT AGREEMENT

This Student Placement Agreement (“Agreement”) is entered into between the **ARIZONA BOARD OF REGENTS** for and on behalf of **ARIZONA STATE UNIVERSITY** (the “University”) and the “Facility” as of the “Start Date.”

Start Date: 12/08/2023

End Date: 7/15/2028

FACILITY: Lakeside Union School District
12335 Woodside ave
Lakeside CA 92040

UNIVERSITY: Arizona State University
1050 S Forest Mall
Tempe AZ 85287

Signed: _____
Printed: _____
Title: _____

Signed: _____
Printed: _____
Title: _____

Signed: _____
Printed: _____
Title: _____

Signed: _____
Printed: _____
Title: _____

Signed: _____
Printed: _____
Title: _____

Signed: _____
Printed: _____
Title: _____

1. DURATION

The duration, or term, of this Agreement shall be for the designated number of years and months as agreed upon below, not to exceed five (5) years, commencing on the Start Date. This Agreement may be renewed by written agreement of the parties. The parties may revise or modify this Agreement only by a written amendment signed by both parties.

Start Date: 12/08/2023

End Date: 7/15/2028

Notwithstanding the above, either party may terminate this Agreement by providing at least thirty (30) days prior written notice to the other party, except that to the extent a student is currently participating in an educational experience contemplated by this Agreement at the time of receipt of the termination notice, the parties shall comply with such applicable provisions in the Agreement to allow such student to complete the educational experience provided such completion does not extend beyond one hundred twenty (120) days from the date of receipt of such notice. The parties may revise or modify this Agreement only by a written amendment signed by both parties

2. GENERAL TERMS

- 2.1. The purpose of this Agreement is to establish a relationship between the University and the Facility to enable an educational experience for students at Facility's site that may qualify for University academic credit as determined by University.
- 2.2. The University and the Facility will agree on a schedule for student participation at the Facility.
- 2.3. The student's participation should complement the service and educational activities of the Facility. The student will be under the supervision of a Facility employee.
- 2.4. Each student is expected to perform with high standards at all times and comply with all written policies and regulations of the appropriate department of the Facility.
- 2.5. Either the Facility or the University may require withdrawal or dismissal from participation at the Facility of any student whose performance record or conduct does not justify continuance.
- 2.6. Neither the University nor the Facility is obligated to provide for the student's transportation to and from the Facility or for health insurance for the student.
- 2.7. A meeting or telephone conference between representatives of the University and the Facility will occur at least once each semester to evaluate the educational program and review this Agreement.
- 2.8. Statements of performance objectives for this educational experience will be the joint responsibility of University and Facility personnel.
- 2.9. Each student must adhere to the Facility's established dress and performance standards.

3. FACILITY'S OBLIGATIONS

- 3.1. Facility agrees to appoint an Educational Coordinator who is responsible for the educational activities and supervision of University students participating under this Agreement.
- 3.2. The Facility agrees to submit to the University an evaluation of each student's progress. The format for the evaluation is established by the University in consultation with the Facility.
- 3.3. The Facility is responsible for the acts and omissions of its employees and agents and must maintain adequate insurance (which may include a bona fide self-insurance program) to cover any liability arising from the acts and omissions of the Facility's employees and agents. The Facility is not responsible for maintaining insurance to cover liability arising from the acts and omissions of the employees and agents of the University. University students are not deemed to be employees of Facility by virtue of this Agreement. Upon written request, Facility will furnish University with proper certificates of insurance evidencing compliance with this section.
- 3.4. Nothing in this Agreement is intended to modify, impair, destroy, or otherwise affect any common law, or statutory right to indemnity, or contribution that the University may have against the Facility by reason of any act or omission of the Facility or the Facility's employees and agents.

4. UNIVERSITY'S OBLIGATIONS

4.1. The University will provide an administrative framework, including designating a University faculty or other representatives to coordinate scheduling, provide course information and objectives, and assist in advising students.

4.2. The University will be responsible for developing and carrying out procedures for student selection and admission.

4.3. The University is responsible for the negligent acts and omissions of its employees and agents and maintains insurance coverage through the State of Arizona's Risk Management Division self-insurance program to cover liabilities arising from the acts and omissions of the University's employees, students, and agents participating under this Agreement, except as provided for in Arizona law, including Arizona Revised Statutes (ARS) ARS §12-820.05 and 41-621(L). The University is not responsible for maintaining insurance coverage for liability arising from the acts and omissions of the Facility's employees and agents. Upon written request, University will furnish Facility with reasonable documentation evidencing compliance with this section.

5. UNIVERSITY AND STATE REQUIRED PROVISIONS

5.1. **Nondiscrimination.** The parties will comply with all applicable laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act. **If applicable, the parties will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**

5.2. **Conflict of Interest.** If within 3 years after the execution of this Agreement, Facility hires as an employee or agent any ASU representative who was significantly involved in negotiating, securing, drafting, or creating this Agreement, then ASU may cancel this Agreement as provided in Arizona Revised Statutes (ARS) § 38-511.

5.3. **Arbitration in Superior Court.** The parties agree to arbitrate disputes filed in Arizona Superior Court that are subject to mandatory arbitration pursuant to ARS § 12-133. ARS § 12-1518 requires this provision in all ASU contracts.

5.4. **Records.** To the extent required by ARS § 35-214, the non-ASU parties to this Agreement (jointly and severally, Facility) will retain all records relating to this Agreement. Facility will make those records available at all reasonable times for inspection and audit by ASU or the Auditor General of the State of Arizona during the term of this Agreement and for 5 years after the completion of this Agreement. The records will be provided at ASU in Tempe, Arizona, or another location designated by ASU on reasonable notice to Facility.

5.5. **Failure of Legislature to appropriate.** In accordance with ARS § 35-154, if ASU's performance under this Agreement depends on the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then ASU may provide written notice of this to Facility and cancel this Agreement without further obligation of ASU. Appropriation is a legislative act and is beyond the control of ASU.

5. UNIVERSITY AND STATE REQUIRED PROVISIONS

5.6. **Privacy; Educational Records.** Student educational records are protected by the U.S. Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g ([FERPA](#)). Facility will not require any ASU students or employees to waive any privacy rights (including under FERPA or the European Union's General Data Protection Regulation ([GDPR](#))) as a condition for receipt of any educational services, and any attempt to do so will be void. Facility will comply with FERPA and will not access or make any disclosures of student educational records to third parties without prior notice to and consent from ASU or as otherwise provided by law. If this Agreement contains a scope of work or other provision that requires or permits Facility to access or release any student records, then, for purposes of this Agreement only, ASU designates Facility as a "school official" for ASU under FERPA, as that term is used in FERPA and its implementing regulations. In addition, any access or disclosures of student educational records made by Facility or any Facility Parties must comply with ASU's definition of legitimate educational purpose in [SSM 107-01: Release of Student Information](#). If Facility violates the terms of this section, Facility will immediately provide notice of the violation to ASU.

5.7. **Advertising, Publicity, Names and Marks.** Facility will not do any of the following, without, in each case, ASU's prior written consent: (i) use any names, service marks, trademarks, trade names, logos, or other identifying names, domain names, or identifying marks of ASU ([ASU Marks](#)) for any reason, including online, advertising, or promotional purposes; (ii) issue a press release or public statement regarding this Agreement; or (iii) represent or imply any ASU endorsement or support of any product or service in any public or private communication. Any permitted use of ASU Marks must comply with ASU's requirements, including using the ® indication of a registered mark.

5.8. **Title IX.** Title IX protects individuals from discrimination based on sex, including sexual harassment. ASU fosters a learning and working environment built on respect and free of sexual harassment. [ASU's Title IX Guidance](#) is available online. Facility will: (i) comply with ASU's Title IX Guidance; (ii) provide ASU's Title IX Guidance to any Facility Parties reasonably expected to interact with ASU students or employees, in person or online; and (iii) ensure that all Facility Parties comply with ASU's Title IX Guidance.

6. MISCELLANEOUS

6.1. Neither party shall have the right to assign this Agreement without the prior written consent of the other party.

6.2. This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. No prior or contemporaneous agreement or understanding will be effective. This Agreement shall be governed by the laws of Arizona, the courts of which state shall have jurisdiction over its subject matter.

6.3. The individual signing on behalf of Facility hereby represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of Facility and that this Agreement is binding upon Facility in accordance with its terms.

6.4. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: FEBRUARY 15, 2023

Agenda Item:

COMMERCIAL WARRANT LISTING SHEET – for the period 01/01/2024 – 01/31/2024

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

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

Fiscal Impact (Cost):

\$ 1,800,964.52

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 01/01/2024 - 01/31/2024

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount Charged to Fund
0100	018488	PROJECT LEAD THE WAY	1/29/2024	KITS	856.61
0100	018584	AMERICAN FIDELITY ADMIN. SERVICES, LLC	1/31/2024	ACA Reporting Services	1,294.20
0100	14101062	ATKINSON, ANDELSON, LOYA, RUUD AND ROMO	1/4/2024	LEGAL FEES	3,497.50
0100	14101064	ALBERTSONS	1/4/2024	SUPPLIES	351.76
0100	14101065	AMAZON CAPITAL SERVICES, INC.	1/4/2024	SUPPLIES	30,029.51
0100	14101071	RON COOK	1/4/2024	VIDEO	750.00
0100	14101072	COX COMMUNICATIONS	1/4/2024	NETWORKING SERVICE	1,577.32
0100	14101073	CRISP ENTERPRISES, INC./CRISP IMAGING	1/4/2024	PRINTING	538.91
0100	14101074	DANNIS WOLIVER KELLEY	1/4/2024	LEGAL FEES	765.00
0100	14101075	MICHELLE FURMAN, M.S., P.T	1/4/2024	Physical Therapy Services	3,910.00
0100	14101076	HEINEMANN	1/4/2024	CLASS SUPPLIES	624.74
0100	14101077	QUADIENT LEASING USA, INC.	1/4/2024	MAIL MACHINE LEASE	1,152.73
0100	14101078	OFFICE DEPOT, INC.	1/4/2024	SUPPLIES	73.66
0100	14101079	PROFESSIONAL TUTORS OF AMERICA, INC.	1/4/2024	SPED SERVICES	240.00
0100	14101080	SMART & FINAL: ACCT #398869	1/4/2024	SUPPLIES	77.80
0100	14101081	SPARKLETTS	1/4/2024	WATER SERVICE	475.09
0100	14101082	SYCAMORE LANDFILL	1/4/2024	M&O Services	526.03
0100	14101084	WEISSMAN'S	1/4/2024	DANCE COSTUMES	319.81
0100	14102443	AAA WATER TENDER	1/8/2024	M&O Parts/Supplies	341.24
0100	14102444	AIR FILTER SUPPLY a CA CORPORATION	1/8/2024	M&O Parts/Supplies	1,021.85
0100	14102445	ALPHA STUDIO DESIGN GROUP	1/8/2024	Architectural Services	8,112.50
0100	14102447	ASCEND SERVICES, INC.	1/8/2024	SPED SERVICES	22,356.00
0100	14102448	A-Z BUS SALES INC.	1/8/2024	TRANS SUPPLIES	67.56
0100	14102449	BOB STALL CHEVROLET	1/8/2024	TRANS SUPPLIES	195.65
0100	14102450	CED-SAN DIEGO CONSOLIDATED ELECTRIC	1/8/2024	M&O Parts/Supplies	81.35
0100	14102452	DATEL SYSTEMS INCORPORATED	1/8/2024	TECHNOLOGY	2,320.31
0100	14102453	CAL PACIFIC TRUCK CENTER, LLC	1/8/2024	TRANS SERVICE/REPAIR	95.60
0100	14102454	DION & SONS, INC.	1/8/2024	FUEL CHARGES	1,639.90
0100	14102455	FIRST STUDENT INC.	1/8/2024	TRANSPORTATION SERVICE	3,915.00
0100	14102456	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	1/8/2024	COPIER LEASE AND COPIES	397.06
0100	14102457	LYNN'S LOCKSMITH SERVICE	1/8/2024	M&O Services	24.90
0100	14102458	PECK'S HEAVY FRICTION INC	1/8/2024	TRANS SUPPLIES	1,050.00
0100	14102459	PONZURIC LEARNING SOLUTIONS	1/8/2024	PONZURIC LEARNING SOLUTIONS	225.00
0100	14102460	SPECIALIZED EDUCATION OF CALIFORNIA, INC	1/8/2024	SPED SERVICES	7,012.48
0100	14102461	SOLIANT HEALTH LLC	1/8/2024	SPED SERVICES	7,565.00

BOARD WARRANT REPORT 01/01/2024 - 01/31/2024

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount Charged to Fund
0100	14102462	BORDER RECAPING, LLC	1/8/2024	M&O SERVICES	491.22
0100	14102463	WELLS FARGO VENDOR FINANCIAL SERVICES	1/8/2024	COPIER LEASE AND COPIES	550.71
0100	14103603	ALLIANCE FOR AFRICAN ASSISTANCE	1/11/2024	SPED Translation Services	2,274.05
0100	14103604	ASELTINE SCHOOL	1/11/2024	TUITION	14,722.63
0100	14103605	BLICK ART MATERIALS	1/11/2024	SUPPLIES	45.00
0100	14103610	EDCO DISPOSAL CORPORATION	1/11/2024	GARBAGE AND RECYCLING	7,706.59
0100	14103611	ELIZABETH UPCHURCH	1/11/2024	REIMBURSEMENT	28.49
0100	14103612	FUEL EDUCATION, LLC	1/11/2024	Stride Digital Licenses	2,820.00
0100	14103615	GINA HENKE	1/11/2024	REIMBURSEMENT	29.70
0100	14103616	DAYNAH HOOPER-ROBLED0	1/11/2024	REIMBURSEMENT	236.41
0100	14103618	LAKESIDE WATER DISTRICT	1/11/2024	WATER	2,285.50
0100	14103620	KATHRYN MARTIN	1/11/2024	REIMBURSEMENT	276.65
0100	14103621	McGRAW-HILL SCHOOL EDUCATION HOLDINGS	1/11/2024	CURRICULUM	279,610.80
0100	14103622	JAIMI MYERS	1/11/2024	REIMBURSEMENT	46.15
0100	14103623	OFFICE DEPOT, INC.	1/11/2024	SUPPLIES	277.95
0100	14103624	O'REILLY AUTO PARTS	1/11/2024	SUPPLIES	630.59
0100	14103627	ARMANDO FLORES/ROYAL LINES CHARTER,LLC	1/11/2024	ROYAL LINES CHARTER BUS 4 HOUR	1,820.00
0100	14103628	SAN DIEGO COUNTY OFFICE OF ED	1/11/2024	REGISTRATION	625.00
0100	14103629	SCHOLASTIC INC	1/11/2024	MAGAZINE SHIPPING COSTS	1,673.43
0100	14103630	SOUTHWEST SCHOOL & OFFICE SUPPLY	1/11/2024	SUPPLIES	225.74
0100	14103631	LOEWY ENTERPRISES/SUNRISE PRODUCE CO	1/11/2024	PRODUCE	11,143.00
0100	14103632	T-MOBILE	1/11/2024	District HotSpot	1,640.00
0100	14104928	AAA WATER TENDER	1/16/2024	M&O Parts/Supplies	126.51
0100	14104929	AGRICULTURAL PEST CONTROL	1/16/2024	M&O Parts/Supplies	730.00
0100	14104930	ALBERTSONS	1/16/2024	SUPPLIES	118.71
0100	14104931	ANITA VILLIANI BARNES, DBA	1/16/2024	Maintenance Supplies	966.50
0100	14104932	AZUMA TECH SYSTEMS INC.	1/16/2024	M&O Services	380.00
0100	14104933	COMPETITIVE METALS, INC	1/16/2024	M&O Parts/Supplies	16.30
0100	14104934	CURRIER & HUDSON	1/16/2024	HR Legal Fees	14,590.13
0100	14104935	CAL PACIFIC TRUCK CENTER, LLC	1/16/2024	TRANS Service/Repair	226.56
0100	14104936	DIXIELINE	1/16/2024	M&O Parts/Supplies	160.22
0100	14104937	EL CAJON FORD	1/16/2024	TRANS/ Supplies	46.96
0100	14104938	ELIZABETH UPCHURCH	1/16/2024	REIMBURSEMENT	78.70
0100	14104939	THE EVAL GROUP	1/16/2024	SPED SERVICES	5,699.66
0100	14104940	REECE PLUMBING	1/16/2024	Maintenance Supplies	1,420.19

BOARD WARRANT REPORT 01/01/2024 - 01/31/2024

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount Charged to Fund
0100	14104941	FERGUSON ENTERPRISES, INC	1/16/2024	M&O Parts/Supplies	682.21
0100	14104942	FONDA TRIPP	1/16/2024	SUPPLY REIMBURSEMENT	138.00
0100	14104944	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	1/16/2024	COPIER LEASE AND COPIES	188.09
0100	14104945	AUDREY LENT	1/16/2024	REIMBURSEMENT	95.44
0100	14104947	O'REILLY AUTO PARTS	1/16/2024	Maintenance Supplies	779.66
0100	14104949	PECK'S HEAVY FRICTION INC	1/16/2024	TRANS Supplies	1,050.00
0100	14104950	SAFETY-KLEEN SYSTEMS, INC.	1/16/2024	TRANS SUPPLIES	389.92
0100	14104951	SAN DIEGO FENCE COMPANY	1/16/2024	DW Project Fencing	393.87
0100	14104952	SMART & FINAL: ACCT #398869	1/16/2024	SUPPLIES	554.15
0100	14104953	BORDER RECAPPING, LLC	1/16/2024	TRANS Service/Repair	415.23
0100	14104954	WAXIE SANITARY SUPPLY	1/16/2024	Custodial Supplies	9,764.70
0100	14106095	Terry L. Sanchez/All Weather A/C & Heati	1/18/2024	INSPECTION/DIAGNOSIS OF DO RES	250.00
0100	14106096	ANITA VILLIANI BARNES, DBA	1/18/2024	Maintenance Supplies	4,115.32
0100	14106097	AZTEC FIRE & SAFETY INC.	1/18/2024	REPLACE (4) FIRE SPRINKLER HEA	697.38
0100	14106098	CASTO Chapter 3	1/18/2024	CONFERENCE	120.00
0100	14106100	DION & SONS, INC.	1/18/2024	FUEL CHARGES	2,698.07
0100	14106101	3 CHORDS/EPIC SPECIAL EDUCATION STAFFING	1/18/2024	SPED SERVICES	14,520.00
0100	14106102	THE EVAL GROUP	1/18/2024	SPED SERVICES	13,973.36
0100	14106103	HAWTHORNE RENT-IT SERVICE	1/18/2024	M&O Equipment Rentals	1,146.75
0100	14106104	IMAGINE LEARNING, INC.	1/18/2024	IMAGINE LANGUAGE & LITERACY RE	4,875.00
0100	14106105	IMPERIAL SPRINKLER SUPPLY, INC.	1/18/2024	Maint Supplies	652.98
0100	14106107	INSTITUTE FOR EFFECTIVE EDUCATION	1/18/2024	TUITION	6,744.38
0100	14106108	JORDONA L. TRAVIS	1/18/2024	Educational Service	420.00
0100	14106109	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	1/18/2024	COPIER LEASE AND COPIES	6,228.51
0100	14106111	LEADER SERVICES	1/18/2024	SPED Medi-Cal Reporting	456.56
0100	14106112	LEVEL LEARNING, INC.	1/18/2024	12 MONTH SUBSCRIPTION	5,700.00
0100	14106113	PADLET/WALLWISHER, INC.	1/18/2024	PADLET BACKPACK GOLD	2,000.00
0100	14106114	PAYTON'S TRUE VALUE HARDWARE	1/18/2024	Custodial Supplies	816.95
0100	14106115	PROFESSIONAL TUTORS OF AMERICA, INC.	1/18/2024	SPED SERVICES	320.00
0100	14106116	SAN DIEGO GAS & ELECTRIC	1/18/2024	GAS AND ELECTRIC	37,251.14
0100	14106117	SHRED IT	1/18/2024	SHREDDING SERVICE	144.78
0100	14106118	SOLIANT HEALTH LLC	1/18/2024	SPED SERVICES	5,852.00
0100	14106119	SUNBELT STAFFING	1/18/2024	SPED SERVICES	4,577.00
0100	14106120	TOTAL VISION PC, INC.	1/18/2024	SPED SERVICES	750.00
0100	14106121	VERBAL BEHAVIOR ASSOCIATES, INC.	1/18/2024	SPED SERVICES	15,143.94

BOARD WARRANT REPORT 01/01/2024 - 01/31/2024

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount Charged to Fund
0100	14106122	WELLS FARGO VENDOR FINANCIAL SERVICES	1/18/2024	COPIER LEASE AND COPIES	637.37
0100	14108606	ALLIED REFRIGERATION INC	1/25/2024	M&O Parts/Supplies	67.06
0100	14108608	AT&T	1/25/2024	PHONE SERVICE	3,002.53
0100	14108609	BLUE COAST CONSULTING	1/25/2024	INSPECTION SERVICES	4,840.00
0100	14108612	CALIF. ASSOC. FUTURE FARMERS OF AMERICA	1/25/2024	FFA CONFERENCE	2,740.00
0100	14108614	CELEBRATE LIFE	1/25/2024	PLAQUE	19.53
0100	14108615	CINTAS CORPORATION	1/25/2024	UNIFORMS	845.16
0100	14108616	RON COOK	1/25/2024	VIDEO	350.00
0100	14108617	COX COMMUNICATIONS	1/25/2024	NETWORKING SERVICE	1,577.32
0100	14108618	CPI	1/25/2024	SPED SERVICES	6,398.00
0100	14108620	DASSI FAMILY FARM	1/25/2024	DASSI FAMILY FARM	134.00
0100	14108621	TIMOTHY D ARMSTRONG	1/25/2024	100 YR BANNERS	362.04
0100	14108622	DIXIELINE	1/25/2024	M&O Part/Supplies	472.58
0100	14108623	3 CHORDS/EPIC SPECIAL EDUCATION STAFFING	1/25/2024	SPED SERVICES	11,220.00
0100	14108624	REECE PLUMBING	1/25/2024	Maintenance Supplies	11.89
0100	14108625	EYE PHONE CITY	1/25/2024	TECH Inst Service/Repair (0000	705.70
0100	14108626	FERGUSON ENTERPRISES, INC	1/25/2024	M&O Parts/Supplies	355.06
0100	14108628	FIRST STUDENT INC.	1/25/2024	SPED Transportation Services	2,835.00
0100	14108629	MICHELLE FURMAN, M.S., P.T	1/25/2024	Physical Therapy Services	1,840.00
0100	14108631	HOME DEPOT CREDIT SERVICES	1/25/2024	SUPPLIES	3,455.61
0100	14108632	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	1/25/2024	COPIER LEASE AND COPIES	2,266.02
0100	14108634	LAKESIDE WATER DISTRICT	1/25/2024	WATER	2,857.30
0100	14108635	LESSONPIX, INC	1/25/2024	LICENSING	648.00
0100	14108636	MISSION FEDERAL CREDIT UNION	1/25/2024	P CARD	16,810.98
0100	14108640	THE HOWARD E NYHART CO INC	1/25/2024	ACTUARIAL FYE 6/30/23 INTERIM	2,400.00
0100	14108641	OFFICE DEPOT, INC.	1/25/2024	SUPPLIES	223.76
0100	14108642	RAYNE OF SAN DIEGO	1/25/2024	WATER SERVICE	69.00
0100	14108643	AIR POLLUTION CONTROL DISTRICT	1/25/2024	APCD ANNUAL PERMIT FEE	817.00
0100	14108644	SAN DIEGO GAS & ELECTRIC	1/25/2024	GAS AND ELECTRIC	56,037.09
0100	14108645	SARA SPRECCO	1/25/2024	SUPPLY REIMBURSEMENT	45.19
0100	14108646	TERRI SEGEL	1/25/2024	SUPPLY REIMBURSEMENT	56.97
0100	14108647	SCHOOL FACILITY CONSULTANTS	1/25/2024	Modernization Consultant	221.25
0100	14108648	SPECIALIZED EDUCATION OF CALIFORNIA, INC	1/25/2024	SPED SERVICES	6,063.64
0100	14108649	SITONE LANDSCAPE SUPPLY HOLDING, LLC	1/25/2024	Maintenance Supplies	74.52
0100	14108650	SMART & FINAL: ACCT #398869	1/25/2024	SUPPLIES	153.99

BOARD WARRANT REPORT 01/01/2024 - 01/31/2024

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount Charged to Fund
0100	14108651	SOUTHWEST SCHOOL & OFFICE SUPPLY	1/25/2024	SUPPLIES	1,640.50
0100	14108652	SPECIALIZED THERAPY SERVICES	1/25/2024	PT/AT Services	1,506.20
0100	14108653	STANDARD ELECTRONICS	1/25/2024	FIRE ALARM MONITORING	3,300.00
0100	14108654	STATE WATER RESOURCES CONTROL BOARD	1/25/2024	ANNUAL SWRCB PERMIT FEE	75.00
0100	14108655	SYCAMORE LANDFILL	1/25/2024	M&O Services	696.20
0100	14108658	JEWELL ENTERPRISES SD LLC	1/25/2024	ENVELOPES	136.95
0100	14108659	THOMSON WEST/WEST PUBLISHING CORP.	1/25/2024	TRANSPORTATION SERVICE	145.35
0100	14108661	VERBAL BEHAVIOR ASSOCIATES, INC.	1/25/2024	SPED SERVICES	3,768.96
0100	14108662	VERIZON WIRELESS	1/25/2024	CELL SERVICE	2,499.66
0100	14108663	VALLEY INDUSTRIAL SPECIALTIES, INC.	1/25/2024	Maintenance Supplies	136.65
0100	14108664	WAXIE SANITARY SUPPLY	1/25/2024	Custodial Supplies	831.71
0100	14108665	WELLS FARGO VENDOR FINANCIAL SERVICES	1/25/2024	COPIER LEASE AND COPIES	341.72
0100	14108666	WPS	1/25/2024	TNL-2 EXAMINER RECORD BOOKLET	79.42
0100	14108668	ZOVARGO	1/25/2024	ANIMAL ASSEMBLY	550.00
0100	14110262	ALBERTSONS	1/29/2024	SUPPLIES	312.27
0100	14110263	AMAZON CAPITAL SERVICES, INC.	1/29/2024	SUPPLIES	7,928.44
0100	14110266	MATH TRANSFORMATIONS	1/29/2024	Curriculum Roadmap Development	89,500.00
0100	14110267	BLICK ART MATERIALS	1/29/2024	SUPPLIES	45.00
0100	14110271	California Dept of Tax and Fee	1/29/2024	QTR4 2023 DIESEL TAX	23.00
0100	14110272	California Dept of Tax and Fee	1/29/2024	QTR4 2023 SALES AND USE TAX	915.90
0100	14110273	DAVE & BUSTERS of CALIFORNIA, Inc.	1/29/2024	ESS FIELD TRIP	5,251.42
0100	14110274	DATEL SYSTEMS INCORPORATED	1/29/2024	TECHNOLOGY	216,401.69
0100	14110275	DEPARTMENT OF JUSTICE	1/29/2024	HR Fingerprinting	322.00
0100	14110276	SAN DIEGO COUNTY SCHOOL FBC	1/29/2024	DELTA DENTAL COBRA	139.34
0100	14110276	SAN DIEGO COUNTY SCHOOL FBC	1/29/2024	NOV/DEC 2023 VSP VISION COBRA	18.32
0100	14110277	LINDA LONN	1/29/2024	CONFERENCE REIMBURSEMENT	783.63
0100	14110279	E. ORTEGA	1/29/2024	BUS PASS REFUND	81.00
0100	14110280	PARKWAY BOWL	1/29/2024	ESS FIELD TRIP	5,875.10
0100	14110281	PETER PIPER PIZZA	1/29/2024	ESS FIELD TRIP	3,073.57
0100	14110282	LAKESIDE UNION SCHOOL DISTRICT	1/29/2024	REVOLVING CASH	5,501.89
0100	14110283	SANTEE SCHOOL DISTRICT	1/29/2024	SANTEE SCHOOL DISTRICT TRANSP	900.00
0100	14110287	SMART & FINAL: ACCT #398869	1/29/2024	SUPPLIES	628.77
0100	14110288	SPARKLETTES	1/29/2024	WATER SERVICE	214.14
0100	14110290	VEBA	1/29/2024	NOV/DEC 2023 COBRA MEDICAL	4,296.00
0100 TOTAL				GENERAL	1,089,640.87

BOARD WARRANT REPORT 01/01/2024 - 01/31/2024

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount Charged to Fund
0800	14101065	AMAZON CAPITAL SERVICES, INC.	1/4/2024	SUPPLIES	3,683.11
0800	14108637	CLIFFORD MULL	1/25/2024	ASB REIMBURSEMENT	1,521.15
0800	14110272	California Dept of Tax and Fee	1/29/2024	QTR4 2023 SALES AND USE TAX	0.56
0800 TOTAL				ASB	5,204.82
1200	14101065	AMAZON CAPITAL SERVICES, INC.	1/4/2024	SUPPLIES	4,457.88
1200	14101072	COX COMMUNICATIONS	1/4/2024	NETWORKING SERVICE	20.30
1200	14101081	SPARKLETTS	1/4/2024	WATER SERVICE	73.80
1200	14103606	ERIN CARTER	1/11/2024	REIMBURSEMENT	47.24
1200	14103610	EDCO DISPOSAL CORPORATION	1/11/2024	GARBAGE AND RECYCLING	37.16
1200	14104943	KELLI MORRISSEY	1/16/2024	REIMBURSEMENT	23.79
1200	14106099	CORODATA SHREDDING, INC.	1/18/2024	SHREDDING SERVICE	5.00
1200	14106109	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	1/18/2024	COPIER LEASE AND COPIES	42.20
1200	14106110	LAKESHORE LEARNING MATERIALS	1/18/2024	SUPPLIES	5,996.39
1200	14106116	SAN DIEGO GAS & ELECTRIC	1/18/2024	GAS AND ELECTRIC	319.26
1200	14108610	ROBYN BOWMAN	1/25/2024	SUPPLY REIMBURSEMENT	1,528.65
1200	14108613	ERIN CARTER	1/25/2024	SUPPLY REIMBURSEMENT	33.67
1200	14108617	COX COMMUNICATIONS	1/25/2024	NETWORKING SERVICE	20.30
1200	14108634	LAKESIDE WATER DISTRICT	1/25/2024	WATER	18.02
1200	14108636	MISSION FEDERAL CREDIT UNION	1/25/2024	P CARD	1,061.04
1200	14110263	AMAZON CAPITAL SERVICES, INC.	1/29/2024	SUPPLIES	1,863.51
1200	14110272	California Dept of Tax and Fee	1/29/2024	QTR4 2023 SALES AND USE TAX	1.58
1200	14110288	SPARKLETTS	1/29/2024	WATER SERVICE	46.01
1200 TOTAL				CHILD DEVELOPMENT	15,595.80
1300	14101063	AIRGAS USA, LLC	1/4/2024	AIRGAS-CARBON DIOXIDE FILL	44.26
1300	14101065	AMAZON CAPITAL SERVICES, INC.	1/4/2024	CN Supplies	693.97
1300	14101081	SPARKLETTS	1/4/2024	CN Water Service	20.05
1300	14102451	CULLIGAN	1/8/2024	CN Rental/Repair	58.54
1300	14102454	DION & SONS, INC.	1/8/2024	CN Fuel Charges	103.01
1300	14103608	COZZINI BROS, INC	1/11/2024	CN Rental/Repair	43.00
1300	14103609	DOMINO'S PIZZA	1/11/2024	CN Broadline 5.11.2023	15,136.03
1300	14103613	GOLD STAR FOODS INC	1/11/2024	CN Bread 5.11.2023	25,200.23
1300	14103617	IMPERIAL DADE	1/11/2024	CN Supplies	793.54
1300	14103625	INDIVIDUAL FOODSERVICE	1/11/2024	CN Supplies	2,627.41
1300	14103633	WEBB'S RV SUPPLY	1/11/2024	CN Oil	29.39
1300	14106100	DION & SONS, INC.	1/18/2024	CN Fuel Charges	257.51

BOARD WARRANT REPORT 01/01/2024 - 01/31/2024

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount Charged to Fund
1300	14106106	IMPERIAL DADE	1/18/2024	CN Supplies	1,120.01
1300	14106114	PAYTON'S TRUE VALUE HARDWARE	1/18/2024	CN Supplies	12.92
1300	14108608	AT&T	1/25/2024	PHONE SERVICE	20.23
1300	14108615	CINTAS CORPORATION	1/25/2024	CN Services	147.48
1300	14108620	DASSI FAMILY FARM	1/25/2024	DASSI FAMILY FARM	412.00
1300	14108630	HOLLANDIA DAIRY	1/25/2024	CN Broadline	17,767.62
1300	14108633	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	1/25/2024	COPY CHARGES	20.97
1300	14108636	MISSION FEDERAL CREDIT UNION	1/25/2024	P CARD	780.06
1300	14108650	SMART & FINAL: ACCT #398869	1/25/2024	CN Broadline	366.56
1300	14108656	SYSCO FOODS SERVICES	1/25/2024	CN Broadline	3,590.27
1300	14108662	VERIZON WIRELESS	1/25/2024	CELL SERVICE	50.94
1300	14110269	CHEMSEARCH	1/29/2024	CN Services	547.18
1300	14110272	California Dept of Tax and Fee	1/29/2024	QTR4 2023 SALES AND USE TAX	73.27
1300	14110278	dba MAD WRAPS	1/29/2024	CN SUPPLIES	617.63
1300	14110284	MARIA SANDOVAL	1/29/2024	LUNCH ACCOUNT REFUND	57.25
1300	14110286	ANDREA SCHROEDER	1/29/2024	LUNCH ACCOUNT REFUND	95.75
1300	14110287	SMART & FINAL: ACCT #398869	1/29/2024	CN Supplies	45.71
1300	14110288	SPARKLETTS	1/29/2024	CN Water Service	13.10
1300	14110289	SYSCO FOODS SERVICES	1/29/2024	CN Broadline	600.95
1300 TOTAL				CHILD NUTRITION	71,346.84
2139	14101083	TELACU CONSTRUCTION MANAGEMENT, INC	1/4/2024	CONSTRUCTION MANAGEMENT SERVI	58,704.00
2139 TOTAL				BOND	58,704.00
2519	017998	PACIFIC MOBILE STRUCTURES, INC.	1/10/2024	DO Trailer Rental	891.10
2519	14102445	ALPHA STUDIO DESIGN GROUP	1/8/2024	Architectural Services	19,625.00
2519	14108638	NATIONAL CONSTRUCTION RENTALS, INC.	1/25/2024	2 Station Restroom Trailer Ren	2,015.50
2519 TOTAL				CAPITAL FACILITIES	21,640.50
4000	14102445	ALPHA STUDIO DESIGN GROUP	1/8/2024	Architectural Services	5,525.00
4000	14110270	CLIMATEC, INC.	1/29/2024	Finance	466,248.60
4000 TOTAL				SPECIAL RESERVE	471,773.60
6200	14108627	FRANKLIN COVEY	1/25/2024	CURRICULUM	620.73
6200	14108660	U.S. BANK CORPORATE PYMT SYS	1/25/2024	BICS CREDIT CARD	2,920.42
6200	14110265	BARONA BAND OF MISSION INDIANS	1/29/2024	BICS FACILITY RENTAL	33,250.00
6200	14110268	Barona Band of Mission Indians	1/29/2024	FUEL CHARGES	71.19
6200	14110272	California Dept of Tax and Fee	1/29/2024	QTR4 2023 SALES AND USE TAX	108.52
6200	14110285	SCHOOL SPECIALTY, INC	1/29/2024	SPED SERVICES	7,179.50

BOARD WARRANT REPORT 01/01/2024 - 01/31/2024

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount Charged to Fund
6200	14110291	WILKINSON HADLEY KING & CO LLP	1/29/2024	BICS AUDIT	4,800.00
6200 TOTAL				BARONA CHARTER	48,950.36
6201	14101081	SPARKLETTS	1/4/2024	RVCS Water Service	355.16
6201	14103602	Richard Neal Benzing	1/11/2024	REIMBURSEMENT	25.85
6201	14103607	COX COMMUNICATIONS	1/11/2024	NETWORKING SERVICE	990.00
6201	14103610	EDCO DISPOSAL CORPORATION	1/11/2024	GARBAGE AND RECYCLING	284.82
6201	14103626	PROPERLIVING LLC	1/11/2024	2023/24 BUDGET CHALLENGE PROGR	270.00
6201	14104946	MICHAEL MCELMAN	1/16/2024	REIMBURSEMENT	11.25
6201	14106116	SAN DIEGO GAS & ELECTRIC	1/18/2024	GAS AND ELECTRIC	3,748.17
6201	14108608	AT&T	1/25/2024	PHONE SERVICE	104.05
6201	14108611	BRIGHAM YOUNG UNIVERSITY	1/25/2024	SERVICES	720.00
6201	14108631	HOME DEPOT CREDIT SERVICES	1/25/2024	SUPPLIES	316.78
6201	14108634	LAKESIDE WATER DISTRICT	1/25/2024	WATER	457.44
6201	14108639	NICHE.COM, INC.	1/25/2024	GOOGLE ANALYTICS DASHBOARD	8,990.00
6201	14108667	YOUNG, MINNEY & CORR LLP	1/25/2024	LEGAL FEES	750.00
6201	14110272	California Dept of Tax and Fee	1/29/2024	QTR4 2023 SALES AND USE TAX	6.17
6201	14110288	SPARKLETTS	1/29/2024	RVCS Water Service	186.94
6201 TOTAL				RIVER VALLEY CHARTER	17,216.63
				GRAND TOTAL	\$ 1,800,964.52

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: February 15, 2024

Agenda Item:

REVOLVING CASH FUND REGISTER

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

LISTING OF ALL TRANSACTIONS (PAYROLL MISCELLANEOUS) FOR THE MONTH PRIOR TO BOARD MEETING

Fiscal Impact (Cost):

\$ 282.52

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:

Approved for Submission to the Governing Board:



Lisa Davis, Assistant Superintendent



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member

LAKESIDE UNION SCHOOL DISTRICT
RCF 2324-0007

#	Date	Ck#	Name	Memo/Description	Check Amount
RCF 2324-0007	1/12/2024	40313	Kathy Smith	June 2024 Payroll Overage	282.52
					\$ 282.52

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: February 15, 2024

Agenda Item:

Ratification of Purchase Orders and Change Orders Listing (January 1, 2024, to January 31, 2024)

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

The Governing Board must ratify all purchase orders and change orders that have been created pursuant to the authority granted under Education Code 17605 and Board Policy 3300 that authorizes staff to purchase supplies, materials, equipment, and services up to the amounts specified in Public Contract Code 20111. In addition, the Governing Board should review and ratify all purchase orders and change orders from January 1, 2024, through January 31, 2024 are attached.

Fiscal Impact (Cost):

\$1,697,209.95

Funding Source:

General Fund Total: \$1,646,881.36, Student Body ASB Total: \$1,980, Child Development Total: \$0.00, Child Nutrition Total: \$48,348.59 Bond Fund Total: \$0.00, Capital Project Fund: \$0.00, Special Reserve Fund for Capital Projects: \$0.00

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 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 _____

JAN 2024 PURCHASE ORDERS

PO	Supplier	PO Ref	Fund	Site/Dept	Total by Account
0000010007	LAKESHORE LEARNING MATERIALS	INVOICE #23274409192	0100	Special Education	465.22
0000010008	CALIF. ASSOC FUTURE FARMERS OF AMERICA	INVOICE 114279	0100	Lakeside Middle School	2,740.00
0000010010	LESSONPIX, INC	LESSON GROUP USERS	0100	Special Education	648.00
0000010011	PROJECT LEAD THE WAY	LMS KITS	0100	Lakeside Middle School	856.61
0000010012	JASON MALETIC	LP & LMS HVAC DSA Inspection	0100	Maintenance & Operations	8,800.00
0000010013	JASON MALETIC	Kitchen DSA Inspection	0100	Child Nutrition	16,720.00
0000010014	RIVERSIDE INSIGHTS	WJ IV TESTS OF COGNITIVE ABILI	0100	Special Education	1,312.21
0000010015	THE HOWARD E NYHART CO INC	ACTUARIAL FYE 6/30/23 INTERIM	0100	Business Services	2,400.00
0000010016	SMIRTHWAITE USA LLC	HANDSET MOBI 3123 HB80	0100	Special Education	597.81
0000010018	4IMPRINT, INC.	LV Staff Shirts	0100	Lakeview	1,217.09
0000010019	IMAGINE LEARNING, INC.	LC - EL PRICE QUOTE	0100	Education Services	94,711.42
0000010020	JEWELL ENTERPRISES SD LLC	ENVELOPES	0100	Lakeside Middle School	136.95
0000010021	ARMANDO FLORES/ROYAL LINES CHARTER,LLC	TDS - KNOTTS BERRY FARM	0100	Tierra Del Sol	3,860.00
0000010022	CALIF SCHOOL NURSES ORGANIZATION	CSNO REGISTRATION FOR DISTRICT	0100	Health Services	1,190.00
0000010024	CELEBRATE LIFE	PLAQUE FOR HONORARY COLONEL	0100	Superintendent	19.49
0000010025	JUNIOR ACHIEVEMENT OF S.D.	2/1/24 5th FT Biltown-admissio	0100	Riverview	3,696.00
0000010026	HOWARD TARAS, M.D.	PHYSICIAN CONSULTATION	0100	Special Education	2,000.00
0000010027	WPS	TNL-2 EXAMINER RECORD BOOKLET	0100	Special Education	79.41
0000010028	PEARSON ASSESSMENTS	PLS 5 RECORD FORMS 50	0100	Special Education	352.92
0000010029	CASTO Chapter 3	CASTO Chapter 3 Program	0100	Transportation	120.00
0000010030	SUPER DUPER PUBLICATIONS	RESPONSE FORMS FOR FONDA	0100	Special Education	101.28
0000010031	SAN DIEGO COUNTY OFFICE OF ED	SDCOE Active Shooter	0100	Lemon Crest	130.00
0000010032	CPI	CPI FOR GABBY	0100	Special Education	4,349.00
0000010033	CPI	CPI RENEWAL DC	0100	Special Education	1,849.00
0000010034	CPI	MEMBERSHIP DANIELLE CLARK	0100	Special Education	200.00
0000010037	NEW HAVEN YOUTH AND FAMILY SERVICES	Wrap Services	0100	Special Education	14,500.00
0000010039	RIVERSIDE INSIGHTS	Testing Materials	0100	Special Education	1,141.58
0000010040	STANDARD ELECTRONICS	FIRE ALARM MONITORING 2023/24	0100	Maintenance & Operations	6,600.00
0000010041	STATE WATER RESOURCES CONTROL BOARD	ANNUAL SWRCB PERMIT FEE	0100	Transportation	75.00
0000010042	AIR POLLUTION CONTROL DISTRICT	APCD ANNUAL PERMIT FEE	0100	Transportation	817.00
0000010043	LEVEL LEARNING, INC.	12 MONTH SUBSCRIPTION READING	0100	Tierra Del Sol	5,700.00
0000010044	SAL HANNA	2023/24 PAYLESS AUTO GLASS	0100	Transportation	500.00
0000010045	SAN DIEGO COUNTY OFFICE OF ED	"EQUITY CONFERENCE PATY FERN	0100	Education Services	650.00
0000010046	IMAGINE LEARNING, INC.	PD BL ONSITE DAY IN-PERSON WOR	0100	Education Services	12,000.00
0000010047	SAN DIEGO ELITE SPORTZ INC	FUTURE STUDENT MENTORING PROGR	0100	Tierra Del Sol	3,000.00
0000010048	TIMOTHY D ARMSTRONG	100 YR BANNERS	0100	Superintendent	362.04
0000010049	ZOVARGO	ANIMAL ASSEMBLY 60 MINUTE ANIM	0100	Lemon Crest	550.00
0000010051	JOHN BURROUGHS HIGH SCH. VOCAL ASSOC.	SC COMPETITON	0100	Lakeside Middle School	865.00
0000010052	CLASSICS 4 KIDS	CLASSICS 4 KIDS CONCERT - FRI	0100	Riverview	1,480.00
0000010053	GUITAR CENTER, INC	GUITAR AMPS	0100	Lakeside Middle School	775.77
0000010054	ARMANDO FLORES/ROYAL LINES CHARTER,LLC	LV 2-CHARTER BUSES 56 PASSEN	0100	Lakeview	2,365.00
0000010056	DATEL SYSTEMS INCORPORATED	ACCESSORY USA 12V AC DC ADAPTE	0100	Technology	220.89
0000010057	DATEL SYSTEMS INCORPORATED	ACER VERO V247Y HBMPX V7 SERIES - LE	0100	Education Services	2,321.48
0000010059	EL CAJON FORD	2024 F550 BOX TRUCK 1FDUF5GN8R	0100	Child Nutrition	95,380.31
0000010060	FAIN DRILLING & PUMP CO., INC	PARTS TO REPLACE CONTROLLER FO	0100	Maintenance & Operations	21,743.31
0000010062	NINYO & MOORE	Kitchen Geotech/Inspection	0100	Child Nutrition	10,019.00
0000010063	PEARSON ASSESSMENTS	BENDER GESTALT MOTOR	0100	Psychology Services	249.99
0000010064	WPS	W-699U CAPS USB W/AUDIO - VIDE	0100	Special Education	156.24
0000010065	MCGRAW-HILL	LEVEL C STUDENT MATERIALS 978-	0100	Special Education	1,423.83
0000010066	COAST MUSIC THERAPY INC.	Music Therapy	0100	Special Education	1,250.00
0000010067	WPS	SRS 2 testing sheets	0100	Psychology Services	521.51
0000010068	JEWELL ENTERPRISES SD LLC	LCAP Posters	0100	Education Services	124.08
0000010069	STS EDUCATION	LENOVO LAPTOP-THINKPAD C14 G1	0100	Technology	1,340.10
0000010071	HEARTLAND SCHOOL SOLUTIONS	Mosaic Chandler & Genet	0100	Child Nutrition	1,298.00
0000010072	TEACHER CREATED RESOURCES	LIGHT BLUE BETTER THAN PAPER	0100	Riverview	254.20
0000010073	BRENDA WILSON	IEP Gen Ed Teacher	0100	Special Education	3,000.00
0000010074	Daniel Sarich/American Modular Systems I	ESS LF PORTABLE	0100	ESS/ASES/PreSchool	600,940.00
0000010075	Daniel Sarich/American Modular Systems I	ESS LV PORTABLE	0100	ESS/ASES/PreSchool	600,940.00
0000010076	DIVISION OF THE STATE ARCHITECT	DSA FEES FOR NEW LV ESS PORTAB	0100	ESS/ASES/PreSchool	13,742.50
0000010077	DIVISION OF THE STATE ARCHITECT	LF ESS DSA FEES	0100	ESS/ASES/PreSchool	15,390.00
0000010078	JUNIOR ACHIEVEMENT OF S.D.	LF BIZTOWN	0100	Lakeside Farms	3,300.00
0000010080	SAN JOAQUIN CO. OFFICE OF EDUC	ANNUAL MAINTENANCE FEE FOR THE	0100	Pupil Services	6,058.75
0000010081	dba CONNECT4KIDS PSYCHOLOGICAL SERVICES,	ADDENDUM TO CONTRACT 6.30.24	0100	Special Education	2,640.00
0000010082	West Neurobehavioral Services Neuropsyc	WEST NEUROBEHAVIORAL SERVICES	0100	Psychology Services	4,250.00
0000010083	Depositing Empowerment Through Outreach	SPRING 2024 FANCY GIRLS AFTERS	0100	Pupil Services	5,000.00
0000010084	CAJON VALLEY UNION SCHOOL DISTRICT	CAJON VALLEY INTERPRETING SERV	0100	Special Education	9,359.13
0000010085	MTZ BAND AND ORCHESTRA REPAIR SHOP	INV 02108	0100	Tierra Del Sol	2,935.00
0000010086	KNOTTS BERRY FARM	TDS - KNOTTS BERRY FARM FT	0100	Tierra Del Sol	2,586.00
0000010087	SEA WORLD OF CALIFORNIA	8TH GR SEAWORLD TRIP	0100	Tierra Del Sol	1,896.40
0000010089	LAKESIDE CHAMBER OF COMMERCE	TAT LEVEL 1 SPONSORSHIP	0100	Superintendent	250.00
0000010090	SAN DIEGO COUNTY OFFICE OF ED	Frisk Training	0100	Human Resources	278.00
0000010091	LIVING COAST DISCOVERY CENTER	LIVING COAST PROGRAM RESERVATI	0100	Riverview	1,320.00
0000010092	CRISP ENTERPRISES, INC./CRISP IMAGING	MARY MILLER COPIES & LAMINATE	0100	Special Education	53.66
0000010093	DTSC	2022 HAZARDOUS WASTE GENERATIO	0100	Maintenance & Operations	967.00
0000010094	MCGRAW-HILL	NUMBERS WORLD 1 YR SUBSCRIPTIO	0100	Special Education	45.06
0000010095	PEARSON ASSESSMENTS	CELF 5 METALINGUISTICS ASSESSM	0100	Special Education	629.38
0000010096	DARREN MURPHY	CPR PD Training	0100	Human Resources	7,960.00
0000010097	SANTEE SCHOOL DISTRICT	SEAWORLD BUSSING	0100	Tierra Del Sol	930.00
0000010098	DALE SCOTT & COMPANY, INC	ANNUAL DEBT TRANSPARENCY REPOR	0100	Business Services	1,655.70
0000010099	KRISTEN MARIE EVELAND	CGI PROFESSIONAL DEVELOPMENT	0100	Lakeview	900.00
0000010100	JEWELL ENTERPRISES SD LLC	BUSINESS CARDS	0100	Superintendent	52.80
0000010101	SAN DIEGO COUNTY OFFICE OF ED	REGISTRATION FOR SDCOE TRAININ	0100	Lemon Crest	150.85
0000010102	Susanna Epperson/Susi Epperson Consultin	Susanna Epperson/Susi Epperson	0100	Lemon Crest	350.00
					\$ 1,623,816.97
0000010055	ARMANDO FLORES/ROYAL LINES CHARTER,LLC	CHARTER BUS	0800	Lakeside Middle School	\$ 1,980.00
					\$ -

JAN 2024 PURCHASE ORDERS

PO	Supplier	PO Ref	Fund	Site/Dept	Total by Account
0000010006	dba MAD WRAPS	WRAP SHARE CARTS - UPPER SECTI	1300	Child Nutrition	617.64
0000010036	IMPERIAL DADE	CUSHION FOIL WRAP-CUSTOM PRINT	1300	Child Nutrition	30,600.00
0000010061	DATEL SYSTEMS INCORPORATED	Karen's Computer (CN)	1300	Child Nutrition	2,016.15
0000010070	CALIF DEPT OF EDUCATION	Fed Overpayment 22 SSO	1300	Child Nutrition	2,114.80
					\$ 35,348.59

TOTAL PURCHASE ORDERS \$ 1,661,145.56

TOTAL (01) GENERAL FUND PO's 1,623,816.97

TOTAL (08) ASB FUND PO's 1,980.00

TOTAL (12) CHILD DEVELOPMENT 0.00

TOTAL (13) CHILD NUTRITION FUND PO's 35,348.59

TOTAL (40) SPECIAL RESERVE CAPITAL OUTLAY PROJECTS 0.00

JAN 2024 CHANGE ORDERS

PO No.	Supplier	PO Ref	Fund	Site/Dept	Total
9826	AMAZON CAPITAL SERVICES, INC.	Increase PO 9826 Prop28 Amazon	0100	Riverview	1,000.00
9439	HAWTHORNE RENT-IT SERVICE	Hawthorne c/o	0100	Maintenance & Operations	2,500.00
9431	DIXIELINE PROBUILD	Dixieline c/o	0100	Maintenance & Operations	1,500.00
10040	STANDARD ELECTRONICS	c/o Standard Electronics	0100	Maintenance & Operations	3,300.00
9228	AMAZON CAPITAL SERVICES, INC.	C/O to Amazon Unrestricted 670	0100	Business Services	1,000.00
9226	DAVIS CONSULTING CORPORATION	Optimizon-New Contract	0100	Business Services	2,958.00
9388	PAYTON'S TRUE VALUE HARDWARE	C/O PO 9388 PAYTONS	0100	Technology	100.00
9249	AMAZON CAPITAL SERVICES, INC.	C/O PO# 9249 PTA Donations	0100	Lindo Park	3,000.00
9822	AMAZON CAPITAL SERVICES, INC.	c/o for po 9822	0100	Special Education	206.39
9454	SAN DIEGO FENCE COMPANY	c/o SD Fence	0100	Maintenance & Operations	2,500.00
9437	GRAINGER	c/o Grainger	0100	Maintenance & Operations	5,000.00
					\$ 23,064.39

9785	DASSI FAMILY FARM	CO: PO:9785-Dassi Family Farm	1300	Child Nutrition	11,000.00
9315	CHEMSEARCH	Chemsearch C/O PO 9315	1300	Child Nutrition	2,000.00
					\$ 13,000.00

TOTAL CHANGE ORDERS \$ 36,064.39

TOTAL (01) GENERAL FUND CO's 23,064.39
TOTAL (08) ASB FUNDS 0.00
TOTAL (12) CHILD DEVELOPMENT FUND CO's 0.00
TOTAL (13) CHILD NUTRITION CO's 13,000.00
TOTAL (40) SPECIAL RESERVE CAPITAL OUTLAY PROJECTS 0.00

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: February 15, 2023

Agenda Item:

Ratification of P Card expenditure transactions for December 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 December 2023.

Fiscal Impact (Cost):

\$18,652.08

Funding Source:

General Fund Total: \$16,810.98, Child Development Fund Total: \$1,061.04, Child Nutrition: \$780.06

Addresses Emphasis Goal(s):

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

Recommended Action:

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

Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Lisa Davis, Assistant Superintendent

Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member _____

ACC.ACCOUNT NAME	FIN.POSTING DATE	FIN.TRANSACTION AMOUNT	MCH.MERCHANT NAME	FUND	FIN.EXPENSE DESCRIPTION
BEISIGL,BRIAN	12/06/2023	-347.42	HYATT HOTELS	0100	CREDIT BACK FOR MISCCHARGED HOTEL
BEISIGL,BRIAN	12/03/2023	415.96	AMAZON WEB SERVICES	0100	WEB CLOUD HOSTING
BOWMAN,ROBYN	12/20/2023	37.30	WALMART.COM	1200	MISC PROGRAM SUPPLIES
BOWMAN,ROBYN	12/19/2023	10.51	WALGREENS #11990	1200	PHOTO FINISHING
BOWMAN,ROBYN	12/17/2023	14.83	TARGET 00014852	1200	MISC SNACKS
BOWMAN,ROBYN	12/17/2023	283.91	HOBBY-LOBBY #658	1200	MISC HOLIDAY DECORATIONS, CRAFT SUPPLIES, ETC
BOWMAN,ROBYN	12/17/2023	161.85	MICHAELS STORES 3256	1200	HOLIDAY DECORATIONS AND CRAFTS
BOWMAN,ROBYN	12/15/2023	22.69	LAZ PARKING ECOMMERCE	1200	EMPLOYEE PARKING
BOWMAN,ROBYN	12/14/2023	22.00	LAZ PARKING 140867-LUK	1200	EMPLOYEE PARKING
BOWMAN,ROBYN	12/14/2023	142.45	SAMSClub.COM	1200	SNACKS, PAPER GOODS, & CLEANING SUPPLIES
BOWMAN,ROBYN	12/13/2023	41.20	WALMART.COM	1200	GARDEN HOSE AND SUGAR COOKIES
BOWMAN,ROBYN	12/10/2023	303.33	SAMSClub #6235	1200	VARIOUS SNACK SUPPLIES, CLEANING SUPPLIES, ETC
BOWMAN,ROBYN	12/03/2023	20.97	MICHAELS STORES 3256	1200	MISC ARTS AND CRAFTS SUPPLIES
CLARK,DANIELLE	12/22/2023	159.00	PAYPAL *AALRR	0100	REGISTRATION FOR A GARCIA - EVENT RSVP - DEEP DIVE INTO PRIOR WRITTEN NOTICES
COX,GRACE	12/01/2023	89.00	HEGGERTY.ORG	0100	ONLINE TRAINING FOR TEACHERS GRADES 2-5
COX,GRACE	12/01/2023	299.00	WWW.WEVIDEO.COM/CHAR	0100	SOFTWARE TO CREATE OUR MUSTANG MESSAGES ON RIATV EACH WEEK
DEXHEIMER,BROOKE	12/21/2023	53.50	GREEK STYLE CHICKEN -	0100	WAITING FOR INFORMATION FROM KIT
DEROSIER,LISA A	12/21/2023	188.00	SP LIBERTYFLAGS.COM	0100	REPLACEMENT FLAGS
DEROSIER,LISA A	12/08/2023	307.80	SOUTHWEST AIRLINES	0100	FLIGHT RESERVATION FOR BEVERLY JIMENEZ (COURAGEOUS PRINCIPALS 2)
DEROSIER,LISA A	12/08/2023	307.80	SOUTHWEST AIRLINES	0100	FLIGHT RESERVATION FOR J RIDGELS (COURAGEOUS PRINCIPALS 1)
DEROSIER,LISA A	12/08/2023	307.80	SOUTHWEST AIRLINES	0100	FLIGHT RESERVATION FOR N WINSPEAR (COURAGEOUS PRINCIPALS 2)
DEROSIER,LISA A	12/08/2023	307.80	SOUTHWEST AIRLINES	0100	FLIGHT RESERVATION FOR P FERNANDEZ (COURAGEOUS PRINCIPALS 2)
DEROSIER,LISA A	12/08/2023	307.80	SOUTHWEST AIRLINES	0100	FLIGHT RESERVATION FOR A GARCIA (COURAGEOUS PRINCIPALS 1)
FERNANDEZ,PATRICIA E	12/10/2023	68.76	WALMART.COM	0100	PIQUE GRADUATION
FERNANDEZ,PATRICIA E	12/08/2023	190.70	UNITED AIRLINES	0100	P. FERNANDEZ CASWA CONFERENCE
FERNANDEZ,PATRICIA E	12/08/2023	1,010.86	HYATT HOTELS	0100	P. FERNANDEZ CASWA CONFERENCE
GILBERT,KELLY	12/17/2023	7.00	TEACHERSPAYTEACHERS.CO	0100	ACTIVITIES FOR SATURDAY ATTENDANCE RECOVERY SCHOOL
GILBERT,KELLY	12/17/2023	3.75	TEACHERSPAYTEACHERS.CO	0100	ACTIVITIES FOR SATURDAY ATTENDANCE RECOVERY SCHOOL
GILBERT,KELLY	12/17/2023	71.85	WM SUPERCENTER #2253	0100	SUPPLIES TO MAKE SLIME DURING SATURDAY ATTENDANCE RECOVERY DAY ON 12/16/23
GILBERT,KELLY	12/01/2023	21.75	TEACHERSPAYTEACHERS.CO	0100	INTERACTIVE CALENDAR AND MAT FOR SPED CLASS. MORNING ADAPTED WORK BINDER (FOR SPED)
GREEN,TESSA	12/15/2023	699.20	WWW.CLASSCREATOR.IO	0100	HELPING THE PRINCIPAL SET UP CLASSES FOR THE NEXT SCHOOL YEAR.
HARDIMAN,LESLIE	12/24/2023	43.62	J.W. PEPPER	0100	DRAMA SCRIPTS
HARDIMAN,LESLIE	12/24/2023	748.86	J.W. PEPPER	0100	DRAMA SCRIPTS
HARDIMAN,LESLIE	12/22/2023	405.00	CAHPERD	0100	PE CURRICULUM CONFERENCE
HARDIMAN,LESLIE	12/22/2023	405.00	CAHPERD	0100	PE CURRICULUM CONF
HARDIMAN,LESLIE	12/21/2023	161.63	J.W. PEPPER	0100	DRAMA SCRIPTS
HARDIMAN,LESLIE	12/21/2023	29.83	J.W. PEPPER	0100	DRAMA SCRIPTS
HARDIMAN,LESLIE	12/19/2023	16.00	TEACHERSPAYTEACHERS.CO	0100	HENKE MATH
HARDIMAN,LESLIE	12/07/2023	591.55	DIESEL PRINT CO., LLC	0100	SHIRTS ROBOTICS
HARDIMAN,LESLIE	12/07/2023	26.94	DIESEL PRINT CO., LLC	0100	ROBOTICS SHIRTS
HARDIMAN,LESLIE	12/05/2023	215.00	PAYPAL *BEAUTYJBRAIDS	0100	MOTIVATIONAL REWARDS JARS
HARDIMAN,LESLIE	12/05/2023	2.50	TEACHERSPAYTEACHERS.CO	0100	HENKE MATH HELP
MULL,STEVE	12/24/2023	-199.95	CHEERLEADERHAIRPIECES.	0100	REFUND - CHORUS COSTUMES
MULL,STEVE	12/14/2023	32.31	J.W. PEPPER	0100	MUSIC
MULL,STEVE	12/14/2023	33.40	J.W. PEPPER	0100	MUSIC
MULL,STEVE	12/14/2023	125.09	J.W. PEPPER	0100	MUSIC
MULL,STEVE	12/08/2023	380.04	ASCAP LICENSE FEE	0100	MUSIC FOR CHORUS
MULL,STEVE	12/03/2023	40.00	CALIFORNIA FFA	0100	LEADERSHIP PACKETS
MURPHY,JERRED C	12/29/2023	225.27	JOHNNY BS BURGERS BREW	0100	STAFF MEETING
MURPHY,JERRED C	12/24/2023	49.54	AUTOZONE #3341	0100	WINDSHIELD WIPER BLADES FOR DISTRICT TRUCK
MURPHY,JERRED C	12/20/2023	920.44	SAMSClub #6235	0100	SNACK FOR CAMP STUDENTS
ORAHOOD,SAMANTHA	12/29/2023	1,908.00	GROSSMONT CINEMA	0100	ESS WINTER CAMP MOVIE MIGRATION
ORAHOOD,SAMANTHA	12/13/2023	275.00	SCHOOL SERVICES OF CAL	0100	LCAP - FROM ACCOUNTABILITY TO COMPLIANCE WEBINAR
ORAHOOD,SAMANTHA	12/03/2023	1,389.68	HYATT HOTELS	0100	B. BEISIGL CITE CONFERENCE
ORAHOOD,SAMANTHA	12/03/2023	1,514.49	KIMPTON SAWYER HOTEL	0100	A. NEWMARK CITE CONFERENCE
OWENS,TODD	12/19/2023	237.15	CERTIFIED TRAINING INS	0100	CONTINUING EDUCATION FOR PESTICIDE LICENSE
ROSA,JIM	12/22/2023	93.50	TST* EASTBOUND BAR & G	0100	OFFICE STAFF LUNCH/MEETING - AGENDA WILL BE ATTACHED
ROSA,JIM	12/19/2023	26.78	PRIMO WATER	0100	WATER FOR CAMPUS
SUMMERS,KRISTIE	12/24/2023	780.06	MARECHIARO S ITALIAN R	1300	MEETING WITH STAFF, AGENDA ATTACHED. FOOD SERVED
TAYLOR,RHONDA L	12/15/2023	500.00	CALIFORNIA SCHOOL BOAR	0100	REGISTRATION FOR BOARD PRESIDENT WORKSHOP FOR L HOEFER MOIR
TAYLOR,RHONDA L	12/03/2023	652.58	HILTON	0100	HOTEL FOR 2 NIGHTS AT CSBA FOR A ELLENSON
TAYLOR,RHONDA L	12/03/2023	136.34	JOHNNY FOLEYS IRISH HO	0100	DINNER FOR CSBA CONFERENCE PARTICIPANTS (RHONDA, ANDREW, AUTUMN AND LARA)
TAYLOR,RHONDA L	12/03/2023	652.58	HILTON	0100	HOTEL FOR 2 NIGHTS AT CSBA FOR L HOEFER MOIR
TAYLOR,RHONDA L	12/03/2023	652.58	HILTON	0100	HOTEL FOR 2 NIGHTS AT CSBA FOR R TAYLOR
TAYLOR,RHONDA L	12/03/2023	50.32	UBER TRIP	0100	UBER FROM HOTEL TO AIRPORT AT CSBA CONFERENCE FOR R TAYLOR

18,652.08

RESOLUTION # 2024-13

RESOLUTION #2024-13, "RESOLUTION OF THE GOVERNING BOARD OF THE LAKESIDE UNION SCHOOL DISTRICT AUTHORIZING THE PURCHASE OF LENOVO CHROMEBOOKS THROUGH STS EDUCATION, and CMAS CONTRACT #3-23-05-1032"

On the motion of Member _____, seconded by Member _____, the following resolution is adopted by the Governing Board of the Lakeside Union School District of San Diego County, California.

WHEREAS, the Governing Board (the "Board") of the LAKESIDE UNION SCHOOL DISTRICT (the "District") Using the Interlocal Purchasing System (TIPS) and California Multiple Award Schedules (CMAS) contract for the Lenovo Chromebook is due to results from a finding that STS Education holds the best price on the purchase of Chromebooks for students;

WHEREAS, the governing board of a school district may under section 20118 of the California Public Contract Code, without advertising for bids, if the Board has determined it to be in the best interests of the District, authorize by contract, lease, requisition or purchase order, any public corporation or agency to lease data-processing equipment, purchase materials, supplies, equipment, automotive vehicles, tractors and other personal property for the district in the manner in which the public corporation or agency is authorized by law to make the leases or purchases;

WHEREAS, the governing board of a district is required to make a determination that a purchase through a public corporation or agency is in the best interests of the district to take advantage of this exception to the public bidding laws;

WHEREAS, the Districts Technology Department has determined California Multiple Award Schedules (CMAS) contract for the Lenovo Chromebook is due to results from a finding that CMAS holds the best price on the purchase of Chromebooks for the students,

WHEREAS, the Technology department needs to purchase Chromebooks;

NOW, THEREFORE, the governing board (the "Board") of the LAKESIDE UNION SCHOOL DISTRICT (the "District") hereby finds, determines, declares and resolves as follows:

Section 1. Determination re Recitals. All of the recitals set forth above are true and correct, and the Board so finds and determines.

Section 2. Determination re Purchase Through Other Public Agency. The Board of the District hereby finds and determines that authorizing the purchase of Chromebooks through the CMAS Contract # 3-23-05-1032. Contract is in the best interest of the District.

Section 3. Authorization. The Board of the District hereby authorizes the acquisition of Lenovo Chromebooks

Section 4. Effective Date. This resolution shall be effective as of the date of its adoption.

RESOLUTION # 2024-13
Page 2

PASSED AND ADOPTED by said Governing Board on FEB 15, 2024, by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA) COUNTY OF SAN DIEGO)

I, _____, Secretary of the Governing Board, do hereby certify that the foregoing is a full, true and correct copy of a resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which resolution is on file, in office of said Board.

Secretary of the Governing Board



Company Address	130-A W. Cochran St. Simi Valley, CA 93065 US	Created Date	1/10/2024 7:32 AM
		Expiration Date	3/3/2024
		Quote Number	Q-35434
Prepared By	Kaitlin Barros	Account Name	Lakeside USD (CA)
Sales Email	kaitlin.barros@stseducation-us.com	Contact Name	Brian Beisigl
Sales Phone		Contact Phone	(619) 390-2627
Fax	(888) 801-3381	Contact Email	bbeisigl@lsusd.net
Bill To Name	Lakeside USD (CA)	Ship To Name	Lakeside USD (CA)
Bill To	12335 WOODSIDE AVE LAKESIDE, CA 92040-3015	Ship To	12335 Woodside Ave Lakeside, CA 92040-3015

Quantity	Product Name	Product Description	Sales Price	Calculated Total Price
1,000	Misc Chromebook - New Lenovo	Lenovo 300e G4, MediaTek Kompanio 520 (2.00GHz,), 11.6 1366 x 768 Touch, Chrome OS, 8.0GB, 1x64GB eMMC, Integrated Graphics - 82W20004US	\$336.00	\$336,000.00
1,000	Google Chrome License	Google Chrome Management Console, Education Perpetual License	\$31.00	\$31,000.00
1	Break Fix Contract	Break Fix Contract	\$0.00	\$0.00
50	STS/FedEx Chromebook Break/Fix 11.6 Touch	STS/FedEx 11.6" Touch Chromebook Break/Fix	\$0.00	\$0.00
1	CMAS- Tips (CA)	CMAS Contract # 3-23-05-1032	\$0.00	\$0.00

Total Price	\$367,000.00
Tax	\$26,040.00
Grand Total	\$393,040.00

All sales are subject to applicable sales tax at the time of shipment.

Financing options are available with approved credit.

STS Education stands behind the products and services we provide. For more information on our warranties and guarantees, visit: stsed.com/lifetime-parts-warranty/.

<https://www.stseducation-us.com/>

State of California

MULTIPLE AWARD SCHEDULE

NON-MANDATORY

Pacific Onesource, Inc. doing business as

STS Education

CMAS NUMBER:	3-23-05-1032
SUPPLEMENT NUMBER:	1
CMAS TERM DATES:	05/16/2023 through 05/31/2028
EFFECTIVE DATE:	5/26/2023
CMAS CATEGORY:	Information Technology Goods and Services
APPLICABLE CMAS TERMS & CONDITIONS:	March 1, 2023
MAXIMUM ORDER LIMIT:	State Agencies: See Purchasing Authority Dollar Threshold provision Local Government Agencies: Unlimited
FOR USE BY:	State & Local Government Agencies
BASE SCHEDULE #:	230105
BASE SCHEDULE HOLDER:	STS Education
PROGRAM ANALYST	Bryan Dugger bryan.dugger@dgs.ca.gov

This California Multiple Award Schedule (CMAS) provides for the purchase, warranty, removal, installation, and maintenance of technology solutions products. (See page 3 for the restrictions applicable to this CMAS.)

The purpose of this supplement is to incorporate the following changes:

CMAS Product and Service Code “Brand-Rhombus Systems” has been added to the “CMAS Product & Service Codes” provision.

The most current Ordering Instructions and Special Provisions, CMAS Terms and Conditions, products and/or services are included herein. All purchase orders issued by State agencies shall incorporate these Ordering Instructions and Special Provisions and CMAS Terms and Conditions. Review these provisions carefully as they have changed.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
STS EDUCATION
CMAS NUMBER 3-23-05-1032, SUPPLEMENT NUMBER 1**

Supplement 1 replaces the original CMAS in its entirety.

NOTICE: Products and/or services on this CMAS may be available on a Mandatory State Contract. If this is the case, the use of this CMAS is restricted unless the State agency has an approved exemption as explained in the State Contract User Instructions. Information regarding State Contracts can be obtained at the: [State Contracts Index Listing](#). This requirement is not applicable to local government agencies.

Any reference to a specific manufacturer's or publisher's warranty or terms and conditions as shown in the base schedule are not applicable to this CMAS.

The services provided under this CMAS are only available in support of the products covered by this CMAS.

Agency non-compliance with the requirements may result in the loss of CMAS program delegated purchasing authority.

CMAS contractor non-compliance with the requirements may result in termination.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
STS EDUCATION
CMAS NUMBER 3-23-05-1032, SUPPLEMENT NUMBER 1**

CMAS PRODUCT & SERVICE CODES

Product & Service Codes listed below are for marketing purposes only. Review the base schedule for the products and/or services available.

Boards-Electronic Whiteboard
Brand-Rhombus Systems
Computer-Laptop
Computer-Notebook
Computer-PC
Computer-Tablet
Security-Surveillance System
Service-On Site Support
Service-Telecom Cabling

AVAILABLE PRODUCTS AND/OR SERVICES

This CMAS provides for the purchase, warranty, removal, installation, and maintenance of technology solutions products.

The ordering agency must verify the products and pricing are currently available on the TIPS 230105 contract by emailing TIPS (tips@tips-usa.com) to obtain the most current pricing.

EXCLUDED PRODUCTS AND/OR SERVICES

The purchase of non-Information Technology products, public works services with a requirement for State contractor licensing, furniture, consulting services, and professional development services are not available under this CMAS.

ISSUE PURCHASE ORDER TO

Agency purchase orders must be sent to the following:

**STS Education
130-A West Cochran Street
Simi Valley, CA 93065
Attn: Aaron Toczynski**

E-mail: aaron.toczynski@stseducation-us.com

Agencies with questions regarding products and/or services may contact the CMAS contractor as follows:

**Contact: Chris Wylie
Phone: (866) 499-2580, Ext.: 1826
E-mail: chris.wylie@stseducation-us.com
Website: stseducation-us.com**

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
STS EDUCATION
CMAS NUMBER 3-23-05-1032, SUPPLEMENT NUMBER 1**

TOP 500 DELINQUENT TAXPAYERS

In accordance with Public Contract Code (PCC) 10295.4, and prior to placing an order for IT goods and/or services, **agencies must verify** with the Franchise Tax Board and the California Department of Tax and Fee Administration that this CMAS contractor's name does not appear on either list of the 500 largest tax delinquencies pursuant to Revenue and Taxation Code 7063 or 19195. The Franchise Tax Board's list of Top 500 Delinquent Taxpayers is available at their website. The California Department of Tax and Fee Administration's list of Top 500 Sales & Use Tax Delinquencies in California is available at their website.

CALIFORNIA SELLER'S PERMIT

The CMAS contractor's California Seller's Permit Number is 101187699. Prior to placing an order with this company, agencies must verify that this permit is still valid at the California Department of Tax and Fee Administration website.

MINIMUM ORDER LIMITATION

There is no minimum dollar value limitation on orders placed under this CMAS.

CMAS PRICES

The maximum prices allowed for the products and/or services available are those set forth in the base schedule.

The ordering agency is encouraged to seek prices lower than those in the base schedule. When responding to an agency's Request for Offer (RFO), the CMAS contractor can offer lower prices to be competitive.

PRICE DISCOUNTS

This CMAS contains volume discounts. Contact STS Education for the specific discount percentage.

ACQUISITION OF IAAS AND/OR PAAS

If using this CMAS for the purpose of acquiring Infrastructure as a Service (IaaS) and/or Platform as a Service (PaaS), State agencies must first obtain approval to use this CMAS from the California Department of Technology (CDT) in accordance with TL 17-06. State agencies must document CDT's approval and maintain in the procurement file. Contact CDT for all questions related to the acquisition of IaaS and PaaS and TL 17-06.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
STS EDUCATION
CMAS NUMBER 3-23-05-1032, SUPPLEMENT NUMBER 1**

EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

IRAN CERTIFICATION

This CMAS contractor has certified compliance with the Iran Contracting Act, per PCC 2001-2008. It is the agency’s responsibility to verify that the contractor has an Iran Contracting Act Certification on file.

CALIFORNIA CIVIL RIGHTS LAW CERTIFICATION

Pursuant to PCC 2010 applicants must certify their compliance with the California Civil Rights laws and Employer Discriminatory Policies (Civil Code 51, GC 12960). It is the agency’s responsibility to verify that the contractor has a California Civil Rights Law Certification on file.

WARRANTY

For warranties, see the base schedule and the CMAS Warranty provision in the CMAS Terms and Conditions/General Provisions.

DELIVERY

As negotiated between agency and CMAS contractor and included in the purchase order.

LIQUIDATED DAMAGES FOR LATE DELIVERY

The value of the liquidated damages cannot be a penalty, must be mutually agreed upon by agency and contractor and included in the purchase order to be applicable.

SHIPPING INSTRUCTIONS

F.O.B. (Free On Board) Destination. Seller pays the freight charges.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
STS EDUCATION
CMAS NUMBER 3-23-05-1032, SUPPLEMENT NUMBER 1**

CANCELLATION AND/OR RESTOCKING FEE

Restocking Fee: New Hardware - New hardware may be returned to STS within 15 days of receipt, if still in original condition and in its original packaging. Customers are responsible for shipping costs to STS and will incur a 20% restocking fee.

Any new device that is logo printed, etched, imaged, enrolled in the customer's domain, or otherwise customized, is not eligible for return unless it was damaged in transit to the customer. If new hardware arrives with visible damage to the packing material, the customer is responsible for documenting the damage with the carrier at the time of delivery. As soon as possible after the delivery, but no later than 48 hours after receipt, the customer must notify STS and provide photographic documentation of the damage.

STS Second-Life/Refurbished Hardware - This policy covers desktops, laptops, Chromebooks, tablets, and monitors that are certified to be STS Second-Life Hardware™ or manufacturer-refurbished equipment sold by STS.

Hardware may be returned to STS within 15 days of receipt for a full refund. Hardware must be received in its original condition and in its original packaging. The customer is responsible for shipping costs to STS. There is a 20% restocking fee for returns made after 15 days and prior to 90 days.

STS will replace merchandise that may have been damaged in shipping, at no cost to the customer, if reported within three business days of receipt. If hardware arrives with visible damage to the packing material, the customer is responsible for notifying with the carrier, documenting the damage, photographing, and reporting to STS within 48 hours of receipt.

If you experience any equipment problems within 60 days of purchase, STS will replace that equipment free of charge, including shipping to and from STS, excluding damage to hardware occurring outside of normal usage.

Purchased Parts - New parts may be returned to STS within 15 days of receipt, if still in original condition and in its original packaging. Customers are responsible for shipping costs to STS and will incur a 20% restocking fee.

PURCHASING AUTHORITY DOLLAR THRESHOLD

Order limits for the purchase of goods and/or services is determined by the individual agency purchasing authority threshold.

No CMAS order may be executed by a State agency that exceeds that agency's purchasing authority threshold, unless an exemption is granted by the Department of General Services (DGS) Purchasing Authority Unit (PAU). State agencies with approved purchasing authority, along with their dollar thresholds can be obtained at the [List of State Departments with Approved Purchasing Authority](#) website.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
STS EDUCATION
CMAS NUMBER 3-23-05-1032, SUPPLEMENT NUMBER 1**

HOW TO USE CMAS

State agencies must adhere to the requirements in the State Contracting Manual (SCM) Volume 2, Chapter 1600 and CMAS Ordering Instructions and Special Provisions when using CMAS.

- Develop an RFO, which includes a Scope of Work (SOW) and Bidder Declaration form. For information on the Bidder Declaration requirements see SCM, Volume 2, Sections 305 and 1202.
- Clearly defined Tasks (what needs to be done) and Deliverables (outcome of each task, i.e., reports, procedures manual, etc.) must be included in the State's SOW.
- For Consulting or Personal services, do not include any labor categories/job titles or number of hours limit in RFO Requirements or the SOW. The CMAS Contractor provides this information in their Attachment B Cost Worksheet. The State does not have the expertise to make this decision (GC 19130(b)).
- Search for potential CMAS contractors on the CMAS website and select "Find a CMAS Contractor."
- Request offers from a minimum of 3 CMAS contractors including one small business (SB) and/or Disabled Veteran Business Enterprise (DVBE), if available, who are authorized to sell the products and/or able to perform the services needed. (Government Code 14846(b)).
- A valid attempt must be made to secure offers from viable CMAS contractors who are able to supply the goods and/or provide the services. Neither a lack of sufficient CMAS contractors nor the use of restrictive requirements meets the intent for obtaining offers (SCM Volume 2, Section 1670.2).
- If requesting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Standard 843) in the RFO. This declaration must be completed by the DVBE prime contractor and/or any DVBE subcontractors and submitted with the offer (SCM Volume 2, Section 1201).
- This is not a bid transaction, so the small business preference, DVBE incentives, protest language, intent to award, evaluation criteria, advertising, Administrative and Technical Requirements, etc. are not applicable. (SCM Volume 2, Section 1603).
- If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers did not respond with an offer. The reason must come from the CMAS contractor.
- Assess the offers received using best value criteria including cost as one of the criteria (SCM Volume 2, Section 1603).
- Issue a Purchase Order to the selected CMAS contractor.
- For CMAS transactions under \$10,000, only one offer is required if the State agency can establish and document that the price is fair and reasonable. The fair and reasonable method can only be used for non-customizable purchases. See SCM Volume 2, Section 1510 for Fair and Reason criteria.

Local agencies must follow their own procurement regulations. For more information see the Local Agency packet available online.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
STS EDUCATION
CMAS NUMBER 3-23-05-1032, SUPPLEMENT NUMBER 1**

AGENCY RESPONSIBILITY

Each agency is responsible for its own contracting program and purchasing decisions, including use of the CMAS program and associated outcomes. This responsibility includes, but is not limited to, ensuring the necessity of the services, securing appropriate funding, complying with laws and policies, preparing the purchase order in a manner that safeguards the State's best interests, obtaining required approvals, and documenting compliance with GC 19130.b(3) for outsourcing services.

It is the responsibility of each agency to consult with their legal staff and contracting offices for advice depending upon the scope or complexity of the purchase order. If legal services are not available within your agency, DGS Office of Legal Services is available to provide services.

CONFLICT OF INTEREST

Agencies must evaluate the proposed purchase order to determine if there are any potential conflict of interest issues. See the CMAS Terms and Conditions, Conflict of Interest, for more information.

SPLITTING ORDERS

Splitting orders to avoid any monetary limitations is prohibited. Do not circumvent normal procurement methods by splitting purchases into a series of delegated purchase orders per PCC 10329. Splitting a project into small projects to avoid either fiscal or procedural controls is prohibited per State Administrative Manual (SAM) 4819.34.

This provision does not apply to local government agencies.

ORDERING PROCEDURES

1. Purchase Orders

All Ordering Agency purchase order documents executed under this CMAS must contain the applicable CMAS number as show on page 1.

a. State Departments:

Standard 65 Purchase Documents – State departments not transacting in FISCal must use the Purchasing Authority Purchase Order (Standard 65) for purchase execution. An electronic version of the Standard 65 is available at the Department of General Services (DGS), Procurement Division (PD) website, select Standard (STD) Forms.

FISCAL Purchase Documents – State departments transacting in FISCal will follow the FISCal procurement and contracting procedures.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
STS EDUCATION
CMAS NUMBER 3-23-05-1032, SUPPLEMENT NUMBER 1**

b. Local Government Agencies:

Local government agencies may use their own purchase order document for purchase execution.

The agency is required to complete and distribute the purchase order. For services, the agency shall modify the information contained on the order to include the service period (start and end date), the monthly cost (or other intermittent cost), and any other information pertinent to the services. The cost for each line item must be included in the order, not just system totals.

The contractor must immediately reject purchase orders that are not accurate. Discrepancies are to be negotiated and incorporated into the purchase order prior to product delivery and service implementation.

2. Service and Delivery after CMAS Expiration

The purchase order must be issued before the CMAS expires. However, delivery of the products or completion of the services may be after the CMAS expires (unless otherwise specifically stated in the purchase order). Amending the purchase order to add quantity, time, or money is not possible if the CMAS expired.

3. Multiple CMAS Agreements on a Single Purchase Order

State agencies wishing to include multiple CMAS agreements on a single FISCAL purchase order must adhere to the following guidelines:

- All CMAS must be for the same CMAS contractor.
- The purchase order must go to one contractor location.
- Enter the word "CMAS" in the space reserved for the Leveraged Procurement Agreement (LPA) number. The word "CMAS" signifies that the purchase order contains items from multiple CMAS agreements. The purchasing agency may only use one bill code.
- For each individual CMAS, the agency must identify and group together the CMAS number with the line items and subtotal per CMAS number (do not include tax in the subtotal), and sequentially identify each individual CMAS as Sub #1, Sub #2, Sub #3, etc. This facilitates accurate billing of administrative fees by the Procurement Division.
- The total of all items on the purchase order must not exceed the State agency's purchasing authority dollar threshold granted by DGS PAU.
- Do not combine items from IT and non-IT CMAS agreements. An Information Technology CMAS begins with the number "3" and a non-IT CMAS begins with the number "4." The purchase order limits are different for these CMAS agreements.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
STS EDUCATION
CMAS NUMBER 3-23-05-1032, SUPPLEMENT NUMBER 1**

4. Amendments to State Agency's Purchase Orders

Agency purchase orders cannot be amended if the CMAS has expired.

SCM, Volume 2, Section 1605 provides the following directions regarding amendments to all types of LPA purchase orders:

Original orders, which include options for changes (e.g., quantity or time), that were assessed and considered in the selection for award during the RFO process, may be amended consistent with the terms of the original order, provided that the original order allowed for amendments. If the original order did not evaluate options, then amendments are not allowed unless a Non-Competitively Bid is approved for those amendments.

Amendments unique to Non-IT Services:

If the original contract permitted amendments, but did not specify the changes, (e.g., quantity or time), it may be amended. Per PCC 10335 (d)(1), a contract may only be amended once under this exemption. The time shall not exceed one year, or add not more than 30 percent of the original order value and may not exceed \$250,000. If the original contract did not have language permitting amendments, the Non-Competitively Bid process must be followed.

CMAS CONTRACTOR OWNERSHIP INFORMATION

The CMAS contractor is a large business enterprise.

SMALL BUSINESS MUST BE CONSIDERED

Prior to placing orders under the CMAS program, State agencies must first consider offers from small businesses that have established CMAS agreements (GC 14846(b)). NOTE: DGS auditors will request substantiation of compliance with this requirement when agency files are reviewed.

CMAS Small Business and Disabled Veteran Partners can be found on the CMAS website by selecting "Find a CMAS Contractor".

In response to our commitment to increase participation by small businesses, the Department of General Services waives the administrative fee (charged to customer agencies to support the CMAS program) for orders to California certified small business enterprises.

SMALL BUSINESS/DVBE - TRACKING

State agencies are able to claim subcontracting dollars towards their SB or DVBE goals whenever the CMAS contractor subcontracts a commercially useful function to a certified SB or DVBE. The CMAS contractor will provide the ordering agency with the name of the SB or DVBE used and the dollar amount the ordering agency can apply towards its SB or DVBE goal.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
STS EDUCATION
CMAS NUMBER 3-23-05-1032, SUPPLEMENT NUMBER 1**

SMALL BUSINESS/DVBE - SUBCONTRACTING

1. The amount an ordering agency can claim towards achieving its SB or DVBE goals is the dollar amount of the subcontract award made by the CMAS contractor to each SB or DVBE.
2. The CMAS contractor will provide an ordering agency with the following information at the time the order is quoted:
 - a. The CMAS contractor will state that, as the prime contractor, it shall be responsible for the overall execution of the fulfillment of the order.
 - b. The CMAS contractor will indicate to the ordering agency how the order meets the SB or DVBE goal, as follows:
 - i. List the name of each company that is certified by the Office of Small Business and DVBE Services that it intends to subcontract a commercially useful function to; and
 - ii. Include the SB or DVBE certification number of each company listed and attach a copy of each certification; and
 - iii. Indicate the dollar amount of each subcontract with a SB or DVBE that may be claimed by the ordering agency towards the SB or DVBE goal; and
 - iv. Indicate what commercially useful function the SB or DVBE subcontractor will be providing towards fulfillment of the order.
3. The ordering agency's purchase order must be addressed to the prime contractor, and the purchase order must reference the information provided by the prime contractor as outlined above.

CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED

When a subcontractor ultimately provides all of the products or performs all of the services that a CMAS contractor has agreed to provide, and the prime contractor only handles the invoicing of expenditures, then the prime contractor's role becomes that of a fiscal agent because it is merely administrative in nature and does not provide a Commercially Useful Function. It is unacceptable to use fiscal agents in this manner because the agency is paying unnecessary administrative costs.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
STS EDUCATION
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WITHHOLD LANGUAGE (SB588)

Upon delivery or completion of ordered goods or services for which the Contractor committed to DVBE subcontractor participation, state departments must require the Contractor to certify all the following:

1. The amount and percentage of work the Contractor committed to provide to one or more DVBEs under the requirements of the contract and the amount each DVBE received from the Contractor.
2. That all payments under the contract have been made to the DVBE. Upon request, the Contractor must provide proof of payment for the work.

In accordance with the Military and Veterans Code 999.7, state departments shall withhold \$10,000 from the final payment, or the full final payment if less than \$10,000, if the Contractor fails to meet the certification requirements identified above. State departments shall notify the Contractor of their failure to meet the certification requirements and give the Contractor an opportunity to comply with the certification requirements. If after 30 calendar days from the date of notice, the Contractor refuses to comply with the certification requirements, the state department shall permanently deduct \$10,000 from the final payment or the full payment if less than \$10,000.

PRODUCT SUBSTITUTIONS

Substitution of Deliverables may not be tendered without advance written consent of the Buyer. The Contractor must offer an equivalent or newer model of the product from the same manufacturer at the same or lower price. Contractor cannot use any specification in lieu of those contained in the Contract without written consent from the Buyer.

NEW EQUIPMENT REQUIRED

The State will procure new equipment. All equipment must be new (or warranted as newly manufactured) and the latest model in current production. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.

Where Federal Energy Management Program (FEMP) standards are available, all State agencies shall purchase only those products that meet the recommended standards. All products displaying the Energy Star label meet the FEMP standards.

SPECIAL MANUFACTURED GOODS

Any CMAS for goods to be manufactured by the CMAS contractor specifically for the State and not suitable for sale to others may require progress payments.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
STS EDUCATION
CMAS NUMBER 3-23-05-1032, SUPPLEMENT NUMBER 1**

TRADE-IN EQUIPMENT

Trade-ins at open market price may be considered. The product description and trade-in allowance must be identified on the purchase order.

Agencies are required to adhere to SAM 3520 through 3520.6, Disposal of Personal Property and Surplus Personal Property, as applicable, when trade-ins are considered. A Property Survey Report, Standard 152, must be submitted for approval prior to disposition of any State owned personal property, including general office furniture regardless of the acquisition value, or if the property was recorded or capitalized for accounting purposes.

STATE AGENCY BUY RECYCLED CAMPAIGN

State ordering agencies are required to report purchases made within the eleven product categories in the California Department of Resources Recycling and Recovery's State Agency Buy Recycled Campaign per PCC 12200 through 12217.

Contractor will be required to complete and return a Recycled-Content Certification form upon request by the state ordering agency.

ACCEPTANCE TESTING CRITERIA

If the agency wants to include acceptance testing for all newly installed technology systems, individual equipment, and machines which are added or field modified (modification of a machine from one model to another) after a successful performance period, the test criteria must be included in the purchase order to be applicable.

ELECTRONIC WASTE RECYCLING

State agencies are required to recycle state owned surplus electronic equipment that has no useful life remaining (E-Waste) to the maximum extent possible. State agencies shall dispose of E-Waste using the services of the California Prison Industry Authority (CALPIA), unless the agency meets the pickup quantity and location exemption criteria detailed in SAM 3520.10. Electronic equipment that is usable and still retains value is not considered E-Waste and must be reutilized through DGS, Office of Fleet and Asset Management (OFAM) Surplus Personal Property Warehouse.

State agencies shall determine which equipment meets the definition of E-Waste or reusable Electronic Equipment per the definitions provided in the SAM Management Memo (MM) 17-06. OFAM will validate that equipment meets the appropriate definition when reviewing the submitted Property Survey Report (Standard 152).

The electronic waste recycling fee must be shown as a line item on the agency purchase order before the CMAS contractor can include it on their invoice.

See SAM 3520.10 for more information on this policy.

Information for submitting a Standard 152 can be found on the DGS OFAM surplus property website.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
STS EDUCATION
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Information on the E-Waste - CALPIA Store and the E-Waste Exemption Request Form EWR-F400 can be found at the CALPIA website.

PRODUCTIVE USE REQUIREMENTS

The customer in-use requirement applies to all procurements of information technology equipment and software, per Statewide Information Management Manual Section 195.

Each equipment or software component must be in current operation for a paying customer and the paying customer must be external to the contractor's organization (not owned by the contractor and not owning the contractor).

To substantiate compliance with the Productive Use Requirements, the CMAS contractor must provide upon request the name and address of a customer installation and the name and telephone number of a contact person.

The elapsed time such equipment or software must have been in operation is based upon the importance of the equipment or software for system operation and its cost. The following designates product categories and the required period of time for equipment or software operation prior to approval of the replacement item on CMAS.

Category 1 - Critical Software: Critical software is software that is required to control the overall operation of a computer system or peripheral equipment. Included in this category are operating systems, data base management systems, language interpreters, assemblers and compilers, communications software, and other essential system software.

Cost	Installation	Final Bid Submission
More than \$100,000	8 months	6 months
\$10,000 up to \$100,000	4 months	3 months
Less than \$10,000	1 month	1 month

Category 2 - All Information Technology Equipment and Non-Critical Software: Information technology equipment is defined in SAM 4819.2.

Cost	Installation	Final Bid Submission
More than \$100,000	6 months	4 months
\$10,000 up to \$100,000	4 months	3 months
Less than \$10,000	1 month	1 month

PRODUCT INSTALLATION

The CMAS contractor is fully responsible for all installation services performed under the CMAS. Product installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications.

The prime contractor, as well as any subcontractors, must hold any certifications and/or licenses required for the project.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
STS EDUCATION
CMAS NUMBER 3-23-05-1032, SUPPLEMENT NUMBER 1**

NOT SPECIFICALLY PRICED ITEMS

The only time that open market/incidental, non-schedule items may be included in a CMAS order is when they fall under the parameters of the Not Specifically Priced (NSP) Items provision.

CMAS contractors must be authorized providers of the hardware, software and/or services they offer under the NSP Items provision.

Agency and CMAS contractor use of the NSP provision is subject to the following requirements:

1. Purchase orders containing only NSP items are prohibited.
2. A purchase order containing NSP items may be issued only if it results in the lowest overall alternative to the State.
3. NSP items shall be clearly identified in the order. Any product or service already specifically priced and included in the base schedule may not be identified as an NSP item.
4. NSP Installation Services: The CMAS contractor is fully responsible for all installation services performed under the CMAS. Product installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications. The prime contractor, as well as any subcontractors, must hold any certifications and/or licenses required for the project. The total dollar value of all installation services included in the purchase order cannot exceed the dollar value of the products included in the purchase order, nor can they exceed the NSP Maximum Order Limitation.
5. Maximum Order Limitation: For orders \$250,000, or less, the total dollar value of all NSP items included in a purchase order shall not exceed \$5,000. For orders exceeding \$250,000, and at the option of the contractor, the total dollar value of all NSP items in a purchase order shall not exceed 5% of the total cost of the order or \$25,000 whichever is lower.
6. An NSP item included in an order issued against this CMAS is subject to all of the terms and conditions set forth in the CMAS.
7. Trade-ins, upgrades, involving the swapping of boards, are permissible, where the contract makes specific provisions for this action. In those instances, where it is permitted, the purchase order must include the replacement item and a notation that the purchase involves the swapping of a board.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
STS EDUCATION
CMAS NUMBER 3-23-05-1032, SUPPLEMENT NUMBER 1**

SELF-DELETING BASE SCHEDULE TERMS AND CONDITIONS

Instructions or terms and conditions that appear in the Special Items or other provisions of the base schedule and apply to the purchase, license, or rental (as applicable) of products or services by the US Government in the United States and/or to any overseas location shall be self-deleting. (Example: "Examinations of Records" provision).

Federal regulations and standards, such as Federal Acquisition Regulation, Federal Information Resources Management Regulation, Federal Information Processing Standards, General Services Administration Regulation, or Federal Installment Payment Agreement shall be self-deleting. Federal blanket orders and small order procedures are not applicable.

ORDER OF PRECEDENCE

The CMAS Terms and Conditions take precedence if there is a conflict between the terms and conditions of the contractor's base schedule, packaging, invoices, catalogs, brochures, technical data sheets, or other documents (see CMAS Terms and Conditions, CONFLICT OF TERMS).

APPLICABLE CODES, POLICIES AND GUIDELINES

All California codes, policies, and guidelines are applicable. The use of CMAS does not relieve state agencies of their responsibility to meet statewide requirements regarding contracting or the procurement of goods or services. Most procurement and contract codes, policies, and guidelines are incorporated into CMAS agreements; however, there is no guarantee that every requirement that pertains to all State processes has been included.

PAYMENTS AND INVOICES

1. Payment Terms

Payment terms for this CMAS are net 45 days.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, GC 927. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (1) the date of acceptance of goods or performance of services; or (2) receipt of an undisputed invoice, whichever is later.

2. Payee Data Record (Standard 204)

State Agencies must obtain a copy of the Payee Data Record (Standard 204) in order to process payments. State Ordering Agencies must forward a copy of the Standard 204 to their accounting offices. Without the Standard 204, payment may be unnecessarily delayed. State Agencies should contact the CMAS contractor for copies of the Payee Data Record.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
STS EDUCATION
CMAS NUMBER 3-23-05-1032, SUPPLEMENT NUMBER 1**

3. DGS Administrative and Incentive Fees

Orders from State Agencies:

DGS will bill each State agency directly an administrative fee for use of CMAS. The administrative fee should NOT be included in the order total or remitted before an invoice is received from DGS. This administrative fee is waived for CMAS purchase orders issued to California certified small businesses.

Orders from Local Government Agencies:

CMAS contractors, who are not California certified small businesses, are required to remit to DGS an incentive fee equal to a percentage of the total of all local government agency orders (excluding sales tax and shipping) placed against their CMAS.

The incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

For more information on the incentive fees see the [CMAS Management Guide](#).

4. Contractor Invoices

Unless otherwise stipulated, the CMAS contractor must send their invoices to the agency address set forth in the purchase order. Invoices shall be submitted in triplicate and shall include the following:

- CMAS number
- Agency purchase order number
- Agency Bill Code (State Only)
- Line item number
- Unit price
- Extended line item price
- Invoice total

State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

The company name on the CMAS, purchase order and invoice must match, or the State Controller's Office will not approve payment.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
STS EDUCATION
CMAS NUMBER 3-23-05-1032, SUPPLEMENT NUMBER 1**

5. Advance Payments

Advance payment is allowed for services only under limited, narrowly defined circumstances, i.e., between specific departments and certain types of non-profit organizations, or when paying another government agency (GC 11256 through 11263 and 11019).

It is NOT acceptable to pay in advance, except software maintenance and license fees, which are considered a subscription and may be paid in advance if a provision addressing payment in advance is included in the purchase order.

Software warranty upgrades and extensions may also be paid for in advance, one time.

6. Credit Card

The CMAS contractor does not accept the State of California credit card (VISA CAL-Card).

7. Leasing/Financing

California State Agencies should use the Golden State Financial Marketplace (GS SMart) program for all financing and leasing needs. California Local Government Agencies (counties, cities, K-12 school districts, community colleges, California State Universities, Universities of California, etc.) may utilize the GS SMart program for financing and leasing according to PCC 14937. The minimum dollar amount for Local Government Agency financing and leasing is \$100,000.

8. Lease/Purchase Analysis

California State agencies must complete a Lease/Purchase Analysis (LPA) to determine best value when contemplating a lease/rental and retain a copy for future audit purposes (SAM 3710).

For short-term rental equipment, the lease/purchase analysis must be approved by DGS Office of Legal Services.

The lease/purchase analysis for all other purchases must be approved by the Department of General Services, GS SMart State Financial Marketplace. Buyers may contact the GS SMart Unit via e-mail at SFM@dgs.ca.gov for further information.

9. Leasing

The State reserves the right to select the form of payment for all procurements, whether it is an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS SMart and/or Lease SMart). If payment is via the financial marketplace, the CMAS contractor will invoice the State and the State will approve the invoice. The selected Lender/Lessor for all product listed on the State's procurement document will pay the supplier on behalf of the State. Buyers may contact the GS SMart Unit via e-mail at SFM@dgs.ca.gov for further information.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
STS EDUCATION
CMAS NUMBER 3-23-05-1032, SUPPLEMENT NUMBER 1**

10. Maintenance Tax

The California Department of Tax and Fee Administration has ruled that in accordance with Section 1546 of the Sales and Use Tax Regulations of the Business Taxes Law Guide, whenever optional maintenance contracts include consumable supplies, such supplies are subject to sales tax.

Generally, the State has two options:

1. For agreements that provide for only maintenance services (i.e., the furnishing of labor and parts necessary to maintain equipment), the charges for the provision of maintenance services are not taxable.
2. For agreements that provide for both maintenance services and consumable supply items (e.g., toner, developer, staples), the provision of the consumable supplies is considered a taxable sale of tangible personal property. Therefore, State agencies awarding optional maintenance contracts are responsible for paying the applicable sales tax on the consumable supplies used during the performance period of the maintenance contract.

The Contractor will be required to itemize the taxable consumables for State accounting purposes.

OBTAINING COPY OF CMAS

A copy of this CMAS can be obtained at [Cal eProcure](#). Links to the CMAS terms and conditions and base schedule are available on the front page of this CMAS agreement.

It is important for the agency to confirm that the required products, services, and prices are included in the CMAS and are at or below base schedule rates. To streamline verification that the needed items are in the base schedule, the agencies should ask the CMAS contractor to identify the specific location in the base schedule that include the required products, services, and prices. Once verified, agencies should save the information for their file documentation.

FEDERAL DEBARMENT

When federal funds are expended, the agency is required to obtain (retain in file) a signed "[Federal Debarment](#)" certification from the CMAS contractor before the purchase order is issued. This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants; responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

CONTRACTOR TRAVEL

The Travel provision is not applicable to this CMAS.

AMERICANS WITH DISABILITY ACT

To view the [DGS Accessibility Policy](#), please visit the DGS website.

The Interlocal Purchasing System

Purchasing Made Personal



Printed 2 February 2024

stseducation-us.com



STS Education

EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM
PO MUST REFERENCE VENDOR TIPS CONTRACT NUMBER

	<u>PAYMENT TO</u>	<u>TIPS CONTACT</u>
ADDRESS	130-A W Cochran St	NAME Charlie Martin
CITY	Simi Valley	PHONE (866) 839-8477
STATE	CA	FAX (866) 839-8472
ZIP	93065	EMAIL tips@tips-usa.com

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: N

HUB: N

SERVING STATES

AL | AK | AZ | AR | CA | CO | CT | DE | DC | FL | GA | HI | ID | IL | IN | IA | KS | KY | LA | ME | MD | MA | MI | MN | MS | MO | MT | NE | NV | NH | NJ | NM | NY | NC | ND | OH | OK | OR | PA | RI | SC | SD | TN | TX | UT | VT | VA | WA | WI | WY | PR

Overview

<p>Pacific OneSource Inc dba STS Education is a technology solutions company located in Southern California with distribution facilities throughout the US. For more than 15 years, STS has been providing the right technology for less money to K-12 schools and has been recognized by Inc. Magazine as one of the fastest growing privately-held companies since 2012. From Second-Life Hardware(TM) with a lifetime parts warranty to complete IT and network management solutions, STS is an upcoming industry leader with a foundation built on legendary customer service. The roots of STS started in 2001 when then EduTech began providing schools with reconditioned computers in response to a California state initiative that granted technology funding to high schools. In 2010 EduTech merged with Pacific OneSource, under a unified goal to provide cost-effective technology solutions to classrooms nationwide. Today, STS reaches schools throughout North America with its Second-Life Hardware(TM) and education technology.</p>

AWARDED CONTRACTS "View EDGAR Doc" on Website

Contract	Comodity	Exp Date	EDGAR
230105	Technology Solutions Products and Services	05/31/2028	See EDGAR Certification Doc.
220303	Furniture, Furnishings and Services	05/31/2027	See EDGAR Certification Doc.

CONTACTS BY CONTRACTS

220303

Steve Omlor	Sales Manager	(866) 499-2580	steve.omlor@stseducation-us.com
Manpreet Batra	RFP Specialist	(805) 947-4938	manpreet.batra@stseducation-us.com

230105

Steve Omlor	Sales Manager	(866) 499-2580	steve.omlor@stseducation-us.com
Manpreet Batra	RFP Specialist	(805) 947-4938	manpreet.batra@stseducation-us.com

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 2/15/24

Agenda Item:

Obsolete of older model Chromebooks

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

The Technology Department is seeking approval of the obsolescence of approximately 200 Chromebooks, which are older model and no longer usable. Per Education Code 17540-17555 and Board Policy 3512, disposal of Equipment or Sale of Equipment is permitted when the item is no longer of value to the District. Attached quote from Ag Parts for Chromebook model #'s Samsung XE310XBA and HP11MK-G9EE.

Fiscal Impact (Cost):

Revenue of \$3,750-7,750 depending on value

Funding Source:

General Fund

Addresses Emphasis Goal(s):

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

Recommended Action:

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

Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Lisa Davis, Assistant Superintendent



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member _____



Technology Buyback Quote:

AGParts Worldwide, Inc.
 220 Huff Avenue, Suite 100
 Greensburg, PA 15601
 844.706.5084 x209
 Purchasing@agpartsworldwide.com

Offer Date: 2024-02-02
 Expiration Date: 2024-03-04
 Account Executive: KW1
 Buyback Quote: 1957

Attn: Pete Prado
 LAKESIDE UNION SCHOOL DIST
 12335 Woodside Ave
 Lakeside, CA 92040
 PH: 16193902662

MODEL	QTY	A	B	C	NFF*
Samsung XE310XBA	150	\$25.00	\$15.00	\$10.00	\$TBD*
HP 11MK-G9EE	50	\$80.00	\$65.00	\$45.00	\$TBD*
TOTALS	200	\$7750.00	\$5500.00	\$3750.00	\$TBD*
RECEIVE A 10% ADDITIONAL BONUS FOR ALL CREDIT PAYMENTS *PACKAGING AND SHIPPING LABELS AT NO ADDITIONAL COST* NO DEDUCTIONS FOR ENGRAVINGS OR MISSING ADAPTERS.					

*NFF - Not Fully Functional.

*TBD - Value is to be assessed upon the evaluation of the D grade and F grade units. At that time, AGParts may or may not choose to offer additional funds based on overall quality of those units.

GRADE	DESCRIPTION
GRADE A	Device is fully functional condition, like new. No visible scratching, blemishes, dents on any parts of the machines. Minimal wear on Plastics, no broken parts.
GRADE B	Device is fully functional condition, with minimal scratches/wear on the plastics, minimal screen scratches. Minimal scratches/wear on the keyboards, no missing keys, minimal scratching/wear on the plastics, no broken parts.
GRADE C	Device is fully functional condition, with visible wear and scratches on the screen. Visible wear and scratching on the keyboards. Moderate to heavy scratching on plastics, no missing keys, no broken plastics or parts.
NOT FULLY FUNCTIONAL	Device is not fully functional, unable to be used as whole unit without repairs. Severe cosmetic damage to screen and plastics. One or more broken parts, missing keys, motherboard is non-functional, enrolled/locked, Nonfunctional or broken ports, headphone jacks, DC jack, hinges, etc. Nonfunctional Screen or Keyboard, Bad/Swollen Battery, Motherboard Corrosion.

We strive to provide you the highest trade in value on your units!

We value your privacy above all else and take all necessary steps to ensure the safety and security of your data.

Please return a signed copy of the quote with all information filled in. This constitutes a binding contract between both parties. Signee is legally permitted to sign documents and enter a binding contractual agreement on behalf of your entity. You guarantee AGParts Worldwide Inc., that you are fully authorized, and the sole owner of all products submitted. AGParts does not assume responsibility for any damages, theft, or losses until the product reaches our facility. If the product is not shipped within 60 days of agreement to sell, AGParts reserves the right to re-evaluate the offer pricing. Prior to shipping, AGParts asks that all products be deprovisioned, unmanaged, unlocked and no administrated controls from your Chrome Management System, and the developer mode enabled.

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 2/15/24

Agenda Item:

Approve salary schedules for classified staff, retro to July 1, 2023.

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

Approval is requested of updated salary classified salary schedule based on the 5.51% increase on the tentative agreement. This would be retroactive to July 1, 2023.

Fiscal Impact (Cost):

General Fund 01: \$786,421

Child Development Fund 12: \$29,811

Child Nutrition Fund 13: \$78,571

Funding Source:

General Fund, Child Nutrition, Child Development

Addresses Emphasis Goal(s):

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


Recommended Action:

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

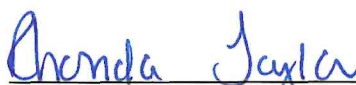
Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Lisa Davis, Assistant Superintendent



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member _____

Lakeside Union School District Classified Employees Salary Schedule

Effective July 1, 2023

Monthly Based on 12 Month Full/Time Employment

RNG	STEP 1		STEP 2		STEP 3		STEP 4		STEP 5		STEP 6		STEP 7	
	MONTH	HOUR	MONTH	HOUR	MONTH	HOUR	MONTH	HOUR	MONTH	HOUR	MONTH	HOUR	MONTH	HOUR
8	3,122	18.01	3,164	18.26	3,216	18.55	3,284	18.95	3,324	19.18	3,474	20.04	3,561	20.54
9	3,133	18.08	3,185	18.37	3,237	18.67	3,298	19.03	3,415	19.70	3,561	20.54	3,654	21.08
10	3,154	18.19	3,202	18.47	3,264	18.83	3,328	19.20	3,480	20.08	3,647	21.04	3,730	21.52
11	3,164	18.26	3,214	18.54	3,268	18.85	3,415	19.70	3,561	20.54	3,730	21.52	3,829	22.09
12	3,174	18.31	3,237	18.67	3,333	19.23	3,487	20.12	3,659	21.11	3,824	22.06	3,919	22.61
13	3,185	18.37	3,245	18.72	3,400	19.62	3,541	20.43	3,701	21.35	3,873	22.35	3,965	22.88
14	3,197	18.44	3,324	19.18	3,459	19.96	3,628	20.93	3,780	21.81	3,948	22.78	4,051	23.37
15	3,245	18.72	3,400	19.62	3,541	20.43	3,701	21.35	3,873	22.35	4,035	23.28	4,137	23.87
16	3,324	19.18	3,459	19.96	3,628	20.93	3,780	21.81	3,948	22.78	4,135	23.86	4,237	24.44
17	3,400	19.62	3,541	20.43	3,701	21.35	3,873	22.35	4,035	23.28	4,209	24.28	4,316	24.90
18	3,459	19.96	3,628	20.93	3,780	21.81	3,948	22.78	4,135	23.86	4,309	24.86	4,413	25.46
19	3,541	20.43	3,701	21.35	3,873	22.35	4,035	23.28	4,209	24.28	4,409	25.43	4,524	26.10
20	3,628	20.93	3,780	21.81	3,948	22.78	4,135	23.86	4,309	24.86	4,513	26.03	4,623	26.67
21	3,701	21.35	3,873	22.35	4,035	23.28	4,209	24.28	4,407	25.43	4,611	26.60	4,731	27.29
22	3,780	21.81	3,948	22.78	4,135	23.86	4,309	24.86	4,513	26.03	4,714	27.19	4,837	27.91
23	3,873	22.35	4,035	23.28	4,209	24.28	4,407	25.43	4,611	26.60	4,812	27.76	4,937	28.48
24	3,948	22.78	4,135	23.86	4,309	24.86	4,513	26.03	4,714	27.19	4,932	28.45	5,052	29.14
25	4,035	23.28	4,209	24.28	4,407	25.43	4,611	26.60	4,812	27.76	5,038	29.07	5,167	29.81
26	4,135	23.86	4,309	24.86	4,513	26.03	4,714	27.19	4,932	28.45	5,166	29.80	5,292	30.53
27	4,209	24.28	4,407	25.43	4,611	26.60	4,812	27.76	5,038	29.07	5,282	30.47	5,413	31.23
28	4,309	24.86	4,513	26.03	4,714	27.19	4,932	28.45	5,166	29.80	5,380	31.04	5,522	31.86
29	4,407	25.43	4,611	26.60	4,812	27.76	5,038	29.07	5,282	30.47	5,522	31.86	5,662	32.66
30	4,513	26.03	4,714	27.19	4,932	28.45	5,166	29.80	5,380	31.04	5,626	32.46	5,776	33.32
31	4,611	26.60	4,812	27.76	5,038	29.07	5,282	30.47	5,522	31.86	5,771	33.29	5,908	34.08
32	4,714	27.19	4,932	28.45	5,166	29.80	5,380	31.04	5,626	32.46	5,908	34.08	6,059	34.95
33	4,820	27.81	5,060	29.19	5,298	30.56	5,551	32.03	5,821	33.58	6,111	35.26	6,258	36.11
34	4,939	28.49	5,182	29.89	5,428	31.31	5,698	32.88	5,969	34.44	6,258	36.11	6,421	37.05
35	5,073	29.26	5,304	30.60	5,558	32.06	5,826	33.61	6,119	35.30	6,414	37.00	6,571	37.91
36	5,182	29.89	5,428	31.31	5,698	32.88	5,969	34.44	6,258	36.11	6,553	37.81	6,721	38.78
37	5,304	30.60	5,558	32.06	5,826	33.61	6,119	35.30	6,414	37.00	6,721	38.78	6,889	39.74
38	7,215	41.62	7,479	43.15	7,742	44.66	8,005	46.18	8,270	47.71	8,530	49.21	8,796	50.75

Salary Schedule Footnotes on following page.

Board Approved:

Negotiated Rate: 5.51% 7/1/2023

STEP INCREASES: All bargaining unit members progress one step annually on July 1.

All bargaining unit members hired after December 31, 2019 and with hire dates on January 1 to June 30 shall move to the next step annually on July 1 directly after their corresponding hire date anniversary.

All unit members hired on or after July 1, 2020 with hire dates on July 1 to December 31, shall move to the next step annually on July 1 directly before their corresponding hire date anniversary.

HOURLY RATES: Are determined by dividing the annual salary by 2,080.

DAILY RATES: Are determined by dividing the monthly salary by 21.67.

ANNIVERSARY INCREMENT: Beginning with the 10th year of continuous employment, 5% per month will be added to employees' salary. An additional 5% of the base salary will be added every five years thereafter per Article 10.9 of the contract.

Longevity: The District shall provide additional compensation for longevity as follows:

Bargaining unit employees hired before September 11, 2014, will receive compensation for longevity in accordance with "Anniversary Increment" provision in the Classified Salary Schedule. Bargaining unit employees hired on or after September 11, 2014, will receive compensation for longevity in accordance with "Anniversary Increment" provision in the Classified Salary Schedule except that longevity Anniversary Increments shall cease after the bargaining unit employees' 25th year.

Anniversary increments are aligned to July 1 such that all unit members receive credit for a year of employment annually on July 1.

All bargaining unit members hired after December 31, 2019 and with hire dates on January 1 to June 30 shall receive credit for one year of employment annually on July 1 directly after their corresponding hire date anniversary.

All unit members hired on or after July 1, 2020 with hire dates on July 1 to December 31, shall receive one year's credit annually on July 1 directly before their corresponding hire date anniversary.

The parties agree that seniority shall not be affected by any of the above changes.

DIFFERENTIAL PAY: Employees whose normal work day requires employment after 6:00 p.m. but before 5:00 a.m. shall receive a 2.0% shift differential for each hour regularly scheduled and actually worked during these hours. Custodians shall be eligible for this shift differential beginning at 5:00 p.m.

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: February 15, 2024

Agenda Item:

Approval is requested of an updated Classified Substitute Salary Schedule to reflect increase.

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

Approval is requested of the attached Classified Substitute Salary Schedule, effective March 1, 2024 to reflect changes made to the classified salary schedule based on negotiations. The substitute would start at step 1 of each range listed. Most of the permanent jobs within this salary schedule do not require a substitute. The jobs most often requiring substitutes are Instructional Assistants, Campus Student Supervisor, Custodian, Child Nutrition Assistants, Licensed Vocational Nurses along with various clerical positions.

Fiscal Impact (Cost):

To Be Determined based on need for qualified substitutes

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

LAKESIDE UNION SCHOOL DISTRICT
Classified Substitute Salary Schedule for Non Employees
Effective March 1, 2024

JOB TITLE	Range	Hourly Rate	JOB TITLE	Range	Hourly Rate
Instructional Support			Maintenance & Operations		
Art/Music Instructional Assistant	13	18.37	Lead Skilled Maintenance Worker	33	27.81
Behavioral Intervention Assistant	17	19.62	Maintenance Worker	24	22.78
Instructional Assistant - Preschool	9	18.08	Skilled Maintenance Worker	29	25.43
Instructional Assistant I - Special Education	10	18.19	Custodial		
Instructional Assistant II - Special Education	12	18.31	Custodian - Day	20	20.93
Instructional Assistant III - Special Education	14	18.44	Custodian - Night	17	19.62
Playground Activity Coordinator	10	18.19	Grounds Maintenance		
Library / Media			Transportation		
Library Media Specialist	19	20.43	Gardener	24	22.78
School Library Technician	18	19.96	Specialized Support		
Student Services			Attendance Technician		
Campus Student Supervisor	8	18.01	Behavioral Intervention Specialist	38	41.62
Community Liason - Bilingual	18	19.96	Data Specialist	30	26.03
Guidance Specialist	12	18.31	License Mental Heath Clinician	38	41.62
Speech and Language Pathology Assistant	29	25.43	Social Service Coordinator	38	41.62
Accounting / Fiscal			Theater Tech		
Accounting Technician - Various	27	24.28	Information Technology		
Budget Analyst	36	29.89	Information Technology Analyst	37	30.60
Payroll and Benefits Specialist	37	30.60	Information Technology Specialist	23	22.35
Clerical / Secretarial Support			System Support Analyst		
Administrative Assistant - Pupil Services/Special Education	23	22.35	Nutrition Services		
Administrative Support Specialist - District	27	24.28	Child Nutrition Assistant I	8	18.01
Administrative Assistant - ESS/LEAPP	27	24.28	Child Nutrition Assistant II	11	18.26
Administrative Support Specialist - MOT	27	24.28	Child Nutrition Lead	20	20.93
Administrative Support Specialist - Pupil Services/Special Education	27	24.28	Child Nutrition Site Assistant	9	18.08
Office Clerk	16	19.18	Child Nutrition Utility Worker	19	20.43
School Clerk I (Using Office Clerk position)	16	19.18	Middle School Kitchen Lead	17	19.62
School Office and Health Assistant	21	21.35	Child Development		
School Site Administrative Assistant	24	22.78	Child Development Assistant	8	18.01
Health Services			ESS Health Technician Site Lead Assistant		
Licensed Vocational Nurse	23	22.35	Site Lead - Extended Student Services	20	20.93
Occupational Therapist	38	41.62			
Student Support Assistant	20	20.93			
Human Resources					
Human Resources Assistant	20	20.93			
Human Resources Technician	27	24.28			

*All rates are based on Step 1 of the positions range
Rates are to be adjusted along with current salary schedule adjustments*

Qualified persons who are hired for a long-term position assignment may be paid at a higher step within that range

State minimum wage is \$16.00 per hour effective January 1, 2024
San Diego minumum wage is \$16.85 per hour effective January 1, 2024

Board Approved: 2/15/2024

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: February 15, 2024

Agenda Item:

MOU between the District and the CSEA and its Chapter 240 regarding Classified School Employee Summer Assistance Program (CSESAP).

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

Approval is requested of an MOU between the District and the CSEA and its Chapter 240 regarding the Classified Employee Summer Assistance Program (CSESAP). The CSESAP program shall be effective for the 2024-25 school year only. Qualified classified employees can elect to contribute up to 10% of their annual pay, and the state of California may match up to dollar for dollar to be paid to employees during the summer of 2025. The district will incur costs related to administration of the program and statutory benefit costs of the state match.

Fiscal Impact (Cost):

\$24,833 approximate cost

Funding Source:

General, Child Nutrition and Child Development Funds

Addresses Emphasis Goal(s):

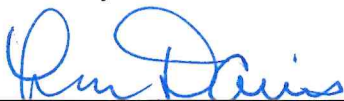
#1: Academic Achievement #2: Social Emotional #3: Physical Environments

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 _____

MEMORANDUM OF UNDERSTANDING
between the
Lakeside Union School District
to the
California School Employees Association and its Lakeside Chapter No. 240


December 15, 2023

This Memorandum of Understanding (“MOU”) is entered into between the LAKESIDE UNION SCHOOL DISTRICT (“DISTRICT”) and the CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its LAKESIDE CHAPTER 240 (“CSEA”). The DISTRICT and the CSEA agree that this MOU fully settles, resolves and concludes all negotiations regarding the Classified School Employee Summer Assistance Program.

For the 2024-2025 school year, the District shall participate in the Classified School Employee Summer Assistance Program set forth in Education Code section 45500.

If the state match funding provided is insufficient to provide one dollar (\$1) for each one dollar (\$1) that has been withheld from participating classified employee monthly paychecks, the District shall not be responsible to fund the difference between the state’s contribution and the amount employees have withheld from their paychecks. Rather, the District will notify employees of the expected prorated amount of state match funds that each participating employee may expect to receive as a result of participating in the Classified School Employee Summer Assistance Program and employees may elect to withdraw his or her election to participate in the program or to reduce the amount to be withheld from his or her paycheck by notifying the District no later than 30 days after the start of the school year. Under no circumstances is the District responsible for matching any funds contributed by employees for the Classified School Employee Summer Assistance Program.

The District’s participation in the Classified School Employee Summer Assistance Program automatically sunsets (is no longer in effect) June 30, 2025.



David Myers, President
For CSEA, Chapter 240

[SIGNATURES CONTINUED ON FOLLOWING PAGE]



Joan Collins
CSEA Labor Relations Representative



Lisa Davis, Assistant Superintendent, Business Services
For the Lakeside Union School District

Date Ratified by the Lakeside Union School District Board of Trustees: _____

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 2/15/24

Agenda Item:

Minor revisions to Certificated salary schedules for 3/1/2024

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

Minor revisions (to the dollar) of the last Certificated salary schedule for the 3/1/2024 increase of 1% because of rounding differences in Peoplesoft. Attached are the final certificated salary schedules for 3/1/2024.

Fiscal Impact (Cost):

N/A

Funding Source:

General Fund

Addresses Emphasis Goal(s):

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

Recommended Action:

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

Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Lisa Davis, Assistant Superintendent



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member

Appendix I

**LAKESIDE UNION SCHOOL DISTRICT
TEACHER SALARY SCHEDULE
Effective March 1, 2024**

	CLASS A	CLASS B	CLASS C	CLASS D	CLASS E	CLASS F
STEP	<u>BA DEGREE</u>	<u>BA + 15</u>	<u>BA + 30</u>	<u>BA + 45</u>	<u>BA + 60</u>	<u>BA + 75 + MA</u>
1	58,750	58,750	58,750	58,750	58,750	62,819
2	58,750	58,750	58,750	61,969	65,080	66,890
3	58,750	58,750	60,815	64,318	67,791	70,409
4	58,750	58,750	63,329	66,974	70,615	74,115
5	58,750	62,055	65,841	69,630	73,417	77,203
6	58,750	64,420	68,357	72,284	76,213	80,154
7		66,787	70,864	74,935	79,016	83,094
8		69,157	73,374	77,594	81,818	86,035
9			75,884	80,252	84,616	88,981
10			78,392	82,907	87,416	91,923
11				85,560	90,212	94,865
12				88,217	93,012	97,808
13					95,817	100,755
14					98,613	103,702
15					101,414	106,645
Longevity Increments Beginning on:						
17	17th year				104,964	110,378
19	19th year				108,638	114,241
21	21st year				112,440	118,240
23	23rd year				116,375	122,378
25	25th year				120,449	126,662
27	27th year				130,986	131,095

1. An additional stipend of \$775 annually will be paid to those employees who have a Master's Degree.
2. Employees in the following positions will be paid according to their placement on the Teachers' Salary Schedule plus 5%:
(a) Nurse (b) School Counselor (c) Speech Language Pathologist
3. Employees in the following positions will be paid according to their place on the teacher's salary schedule plus 7%:
(a) Psychologists
4. An additional stipend of \$5,150 annually will be paid to Teaching Vice-Principals.

Board Approved: _____

Negotiated Rate: 1.00%

Appendix I

**LAKESIDE UNION SCHOOL DISTRICT
SPECIAL ED INFANT TEACHER SALARY SCHEDULE
Effective March 1, 2024**

	CLASS A	CLASS B	CLASS C	CLASS D	CLASS E	CLASS F
STEP	<u>BA DEGREE</u>	<u>BA + 15</u>	<u>BA + 30</u>	<u>BA + 45</u>	<u>BA + 60</u>	<u>BA + 75 + MA</u>
1	65,135	65,135	65,135	65,135	65,135	69,648
2	65,135	65,135	65,135	68,704	72,154	74,159
3	65,135	65,135	67,427	71,309	75,159	78,062
4	65,135	65,135	70,212	74,254	78,290	82,171
5	65,135	68,801	72,999	77,198	81,397	85,595
6	65,135	71,421	75,785	80,139	84,498	88,866
7		74,047	78,566	83,081	87,604	92,124
8		76,674	81,351	86,029	90,709	95,386
9			84,133	88,974	93,814	98,652
10			86,914	91,918	96,917	101,915
11				94,862	100,019	105,176
12				97,806	103,122	108,442
13					106,229	111,706
14					109,333	114,974
15					112,437	118,238
Longevity Increments Beginning on:						
17	17th year				115,543	122,376
19	19th year				118,641	126,659
21	21st year				121,832	131,092
23	23rd year				125,012	135,680
25	25th year				128,199	140,429
27	27th year				131,532	145,223

1. Annual salary is based on 204 work days to be paid over 12 months
2. An additional stipend of \$775 annually will be paid to those employees who have a Master's Degree.

Board Approved:

Negotiated Rate: 1.00%

Appendix I

**LAKESIDE UNION SCHOOL DISTRICT
PRESCHOOL TEACHERS SALARY SCHEDULE
Effective March 1, 2024**

STEP	CLASS A	CLASS B	CLASS C	CLASS D
1	37,298	38,039	38,801	39,577
2	38,039	38,801	39,577	40,367
3	38,801	39,577	40,367	41,174
4	39,577	40,367	41,174	41,995
5	40,367	41,174	41,995	42,834
6	41,174	41,995	42,834	43,695
7		42,834	43,695	44,567
8			44,567	45,408
9				46,316
Longevity Increments Beginning on:				
10	10th year			47,472
14	14th year			48,660
18	18th year			49,877
22	22nd year			51,123
26	26th year			52,402
30	30th year			53,712

Step Placement:

Unit members beginning the first year of teaching shall have their experience evaluated by the district to determine proper step placement. One step for each year of full-time related experience as determined by the district to a maximum of five (5) steps will be granted.

Class Placement:

Unit members shall also have their college transcripts evaluated by the district to determine proper class placement. Class placement shall be determined as follows:

- Class A: 24 semester units in Early Childhood Education/Child Development + 16 units in General Education
- Class B: AA degree in Early Childhood Education/Child Development
- Class C: AA degree in Early Childhood Education/Child Development + 30 additional semester units after receipt of the AA
- Class D: BA degree (including 24 ECE/CD units)

An additional stipend of \$412 annually will be paid to those employees who have a Master Teacher Permit.

An additional stipend of \$5,150 annually will be paid to the Site Supervisor.

Anniversary Increment:

Beginning with the 10th year of continuous employment, 2.5% per month will be added to employee's salary. An additional 2.5% of the base salary will be added every four (4) years thereafter.

Board Approved:

Negotiated Rate: 1.00%

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: February 15, 2024

Agenda Item:

Purchase of two Relocatable Buildings through American Modular Systems

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

Approval is requested of the purchase of two relocatable buildings through our approved Vendor/Piggyback Bid (Santa Cruz City Schools Contract), Resolution No. 2024-11 (approved in December 2023).

These buildings will be used for Extended Student Services at Lakeview Elementary and Lakeside Farms Elementary and construction will occur in the Summer of 2024.

Fiscal Impact (Cost):

\$1,201,880 (2 Buildings)

Funding Source:

E-LOP Funds

Addresses Emphasis Goal(s):

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

Recommended Action:

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

Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Lisa Davis, Assistant Superintendent



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member _____



American Modular Systems
 787 Spreckels Avenue
 Manteca CA, 95336
 P 209.625.1921

LUSD
Contract #

V2024-96

January 16, 2024

Lakeside Union School District
 12335 Woodside Avenue
 Lakeside, CA 92040

ATTN: Todd Owens, Director of Maintenance, Operations & Transportation

RE: Proposal for (1) 48x40 Relocatable Building at Lakeview Elementary School

American Modular Systems is pleased to provide our proposal for a 48x40 relocatable building for Lakeside Union School District – Lakeview Elementary School site. Our pricing is based on the AMS 24x40 2022 CBC PC structure as basis of design and Alpha Studio Design Group floor plan dated 12/20/23 attached hereto, the provisions of the Santa Cruz City Schools Facility Services Contract, and the scope of work as outlined in Inclusions and Exclusions below. The omission of any item(s) not listed in the assumed scope shall not be construed to be included in this pricing.

Base Building(s): consists of steel rigid frame construction, Type V non-rated construction, 20 lb roof load, wood subfloor w/50+15 PSF floor load, 99 basic wind load, 2022 CBC, Ss = 0.767 (no soils report was provided), WUI zone, Climate zone 10, FOB 9205 Lakeview Road, Lakeside, CA 92040.

(1) 48x40 Relocatable Building – 1,920 sf	\$594,140.00
Design and Engineering (due at DSA submittal)	\$ 6,800.00
PROJECT TOTAL – 1,920 sf	<u>\$600,940.00</u>

Terms:

Monthly progress payment net 20 days. Quote good for 60 days. Design fees due at DSA submittal.

Estimated Schedule:

Signed Proposal	January 12, 2024
Contract / PO	January 26, 2024
Approved Submittals	February 2, 2024
AMS Drawings to AOR	early March 2024
DSA Approval	end of March 2024 *estimated
Substantial Completion	end of August 2024

The project schedule is an estimation contingent upon agency required approval(s), as well as availability of building materials and may be subject to change. The materials listed within are based on the availability at the time this proposal was generated. Should such availability change, the client will be consulted to assess whether substitution or alteration will be required to maintain the project schedule or if the schedule will need to be adjusted. Fabrication will take place upon factory availability.

Attachments: Alpha Studio Design Group 48x40 Floor Plan


NOTES:

- All pricing is based on plan submission in 2024 and substantial completion by third quarter of 2024. Building delivery beyond 2024 may result in price escalation contingent upon construction material costs. To ensure a timely building delivery please coordinate a project milestone schedule with AMS within 15 days upon acceptance of this proposal;
- All ideas, concepts and/or files are to be considered instruments of services and intellectual property of AMS;
- Architect drawings/renderings are for conceptual reference only. Final design and layout by AMS;
- Below Grade Concrete foundation system design and engineering only, per PC design by AMS to include a rodent barrier (slurry), 16"-18" crawl space, cast-in-place vent/access wells with metal grates/frames and embeds. Final design subject to soils report. If installation by others, AMS is not responsible for quality of installation, inspections, nor acceptance of foundation. Any review performed by AMS shall be considered a courtesy to assist with the overall project success and does not remove the contractor's responsibility to comply with plans and specifications. Contractor performing foundation installations is responsible to ensure foundation is completed per plans, specifications, and meets tolerances for modular buildings as described in AMS drawings. In the event engineering is required to accommodate errors or omissions, rework or additional coordination/engineering, all expenses shall be reimbursed to AMS. In addition, a \$1,500 per hour back charge will occur if a delay due to grinding, leveling, etc... is required at time of installation;
 - Subcontractor performing Concrete foundation installation must meet the following qualifications:
 - A minimum of 5 years continuous and current experience installing modular (pit set) foundations.
 - A minimum of 5 years continuous and current experience with Public Works projects specific to education.
 - A minimum of 5 years continuous and current experience working on Division of State Architect (DSA) approved and inspected projects.
- Concrete Foundation Embeds – Per DSA approved AMS PC design, Foundation Embeds are required for all concrete foundations as designed by AMS. IF concrete foundations are by other than AMS, embeds may be purchased directly by contractor. If foundations by AMS, Embeds are to be included. Embeds must be inspected by a DSA approved welding inspector in accordance with project approved Testing and inspections and per AMS DSA approved drawings;
- Concrete Foundation Exclusions – site demolition, foundation pad excavation, vents grates/frames, embeds, import/export soils, surveying, site improvements, underground hazards, crawl space drainage, dry wells, slurry seal, backfilling/compaction, unforeseen conditions;
- District must provide an ALL WEATHER truck accessible level/compacted prepared pad. The pad shall be a maximum of 6" from grade level measured diagonally along long axis. All sites exceeding 6" shall be charged on a site-by-site basis;
- AMS provides non-operable windows as standard for all projects unless otherwise coordinated. All projects per AMS standard PC guidelines, manufacturing methods, finishes and fixtures. AMS does not include direction and/or design for options not included in our scope unless otherwise stated or coordinated prior;
- Point of Connection Drawings (POC) as coordinated with the District and design team, supersedes any previous drawings and/or communications regarding POC's, including the DSA approved drawings. The locations and sizing reflected on the POC sheet are the responsibility of the Architect of Record to provide to the appropriate on-site contractors for coordination and execution;
- All AMS products are to be considered relocatable at any future date after the initial installation;
- All site labor non-union prevailing wage;
- Modules being stored at factory over 90 days will require payment.

Thank you for the opportunity to provide our proposal. Should you have any questions, please contact Suzanne Willis at (951) 852-6384 or via email at suzanne.w@americanmodular.com. If accepted, please sign below accepting the standard terms and conditions of our Cooperative Purchasing Contract, and per the descriptions and pricing listed above.

Accepted By:

Lakeside Union School District



Signature

Lisa Davis

Printed Name

Assistant Superintendent

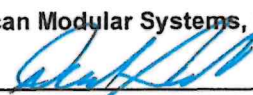
Title

1/17/2024

Date

SW

American Modular Systems, Inc.



Signature

Daniel Sarich

Printed Name

President

Title

1-22-2024

Date

INCLUSIONS:

BUILDING ENVELOPE:

- 2022 CBC
- Engineering & Design per AMS PC
- Standard delivery/Set-up
- Steel moment frame DSA PC basis of design
- .60 MIL PVC Single Ply Membrane, (DuroLast or equal), ¼:12 Single Slope to Rear, R-19 Insulation
- Nominal 18-inch 4-sided parapet
- Reinforced plywood subfloor w/50+15# Load
- 2x6 Wood Studs Exterior Walls w/R-19 Insulation
- (3) 8040 AMS Standard tempered, dual glazed, clear anodized non-operable nail-on aluminium framed windows
- Concrete Foundation *Design Only* – PC Based with 12" Footings and 18" Crawl Space (soils report not provided)

EXTERIOR:

- AMS T1-11 vertical cementitious siding, painted to be similar to/complement existing buildings
- (2) 3070 Hollow Metal Exterior Doors 18ga w/16ga HM Welded exterior door frames
- AMS Standard Von Duprin 99L series panic hardware and standard accessories
- AMS Standard Dunn Edwards paint w/3 Color Paint Scheme – Door, Body & Trim
- 5 ft front overhangs, 2 ft. rear overhangs, no side overhangs
- AMS Standard gutters and 2"x3" downspouts
- Enclosed Soffits

INTERIOR:

- 2x4 full height non-rated wood interior walls per floor plan
- (4) 3070 Solid Core Clear Birch Interior Door w/HMKD frame, w/Schlage door hardware
- (1) 4040 and (1) 6040 fixed interior windows at Office
- 9' Suspended T-Bar Ceiling w/Armstrong 2'x4' Lay-In Mineral Board Ceiling Tiles Throughout
- Hardlid ceiling at Restrooms
- Koroseal "AMS School Collection" tackboard walls throughout (including Storage room) w/full panel close-ups
- 4" high plastic laminate backsplash at the base cabinets against walls
- AMS standard FRP (White) at Restrooms
- AMS standard LVT flooring throughout w/4" rubber base
- (2) 8'x4' White AMS Standard Markerboards
- AMS Standard Restroom Accessories Package (Mirrors, Grab Bars, and ADA TP Dispensers)
- Casework at Kitchen - plastic laminate tall cabinets, upper/base cabinets w/countertop per drawings (to be reduced in size as/if applicable during design to fit within modules), lockable

MECHANICAL:

- (2) Single phase all electric exterior roof mounted HVAC units (Carrier)
- Programmable T-Stat (AMS providing j-box and conduit only – thermostats to be provided and installed by others – gateway/integration/programming by others)
- Standard ducted supply registers
- Exhaust fans per code at restrooms

ELECTRICAL:

- LED Recessed 2x4 Troffer interior lighting

- Occupancy sensors
- AMS standard exterior light fixture at each exterior door
- All low voltage conduits in wall only stubbed to above ceiling, locations to be provided by AOR, quantity per approved PC
- (2) Single Phase Interior Wall Electrical Sub-Panels Stubbed Below Floor (energized by others)
- Standard duplex receptacles per AMS PC
- Dedicated outlets for refrigerator and microwave (refrigerator and microwave to be provided and installed by others)
- Insta-hot at kitchen sink only

PLUMBING

- (1) AMS standard stainless steel sink w/faucet and w/bubbler at kitchen
- AMS Standard Wall Hung Lavatories, Kohler or equal w/Zurn Faucet or equal
- AMS Standard Wall Mounted Flush Valve Water Closets, Kohler or equal
- Type L Copper Water Supply
- ABS Plumbing Waste Manifold Stubbed Through Stem Wall, 2 ft Beyond Building Foundation
- (1) Exterior hi-low drinking fountain – Elkay ezH2O w/bottle filler

ADDITIONAL FEATURES/ITEMS:

- Semi-Recessed Fire Extinguishers w/cabinet
- Project/contract supervision
- AMS standard one year warranty
- Standard Craning/Rigging - Crane Charge – 120-ton, (1) Mobilization
- Foundation Flashing
- Foundation Embeds (FOB AMS Factory)
- Sales tax

EXCLUSIONS:

GENERAL SPECIFICATION, FEES, AND SITE REQUIREMENTS:

- DSA approval, DSA plan fees, DSA inspection fees, DSA inplant/site inspection fees and lab testing
- HCD fees, site inspections/approvals
- Architect fees
- Project Labor Agreements or Union Labor
- Skilled and Trained Workforce requirements
- Builders Risk Insurance
- Police Escorts (if required)
- Traffic Control/coordination and any associated fees
- Site security to include the delivered buildings
- Airport proximity STC compliance
- STC Rated Doors, Walls, Windows
- Fire Rated Walls
- Extreme climate zone HVAC coordination
- Solar option design/approval
- LEED or CHPS Requirements/Certification/Commissioning
- Securing and paying for off-site staging area
- Protection of sidewalks/driveways during building delivery
- Staging site damages due to unknown conditions

- Roof water testing/ Door flood test/ Flood test
- Shuttling fees from offsite staging area to project site / building location(s)

FOUNDATION, FOUNDATION PREP:

- Concrete foundations, vent/access wells, drywells, site demolition/removal of existing parking lot, foundation pad/pit excavation, import/export soils, backfill and compaction (minimum of 5' around foundations)
- Condensate drain connections
- Foundation drains
- Special engineered footing other than PC
- Surveying, site preparation/site improvements
- Plans showing grades, benchmarks, maintenance of benchmarks, setbacks, finish floor heights, etc.
- Adequate all-weather vehicle/trades access to building pad
- Soils testing, soils reports, geo hazard report/testing
- Special handling due to inaccessible site conditions
- Special / higher ton crane due to site constraints/access
- Foundation design beyond PC

EQUIPMENT AND DEVICES:

- Fire alarm system
- Ramps / Landings / Railings / Ramp transitions to grade
- Water flow test
- Roof Ladder / Hatches
- Roll-Up Doors
- Exterior Doorstops
- Solatubes
- Solar Panels, batteries
- Fire sprinkler system/riser

ELECTRICAL AND DATA:

- EMS systems, EMCS systems pathways and/or coordination
- Inter-Connection between Classrooms and EMS
- Load monitoring provisions
- Low voltage systems, motion detectors, intrusion/security systems, cameras, keypads, electronic door access control/hardware
- Low voltage conduits in chases/attics
- Electrical sub-panel connections to main electrical distribution panels in crawl space, including pathway and conductors
- MDF / IDF cabinets, wires, devices or pathways, pull strings
- ALL Signage
- Projection screens, projectors, TV/monitor brackets, CCTV
- Floor Receptacles/Data
- Thermostats
- Hot water heater (except as noted in Inclusions)

SITE, FINAL CONNECTION, DRAINAGE AND PLUMBING:

- Full time supervision
- Temporary power/water/phone, job trailer, fencing, internet
- Dust control, project debris bin
- SWPPP
- Security, portable toilets, dumpster, storage

- Sidewalks, flatwork, curbs, mow strips, landscaping
- Utilities/connections
- RWL connections to underground
- Drinking fountain guardrails

MISCELLANEOUS:

- Epoxy grouts, grout sealers
- Sealing/waxing of finish floor coverings
- Window coverings, security screens, window/building awnings
- Appliances, furniture
- Master keying
- Air balance reports/testing
- Water chlorination testing/certification
- 3-Part Conventional Stucco (site applied)
- Side Overhangs
- Professional Cleaning
- Working evenings, weekends and/or holidays is not included
- Doorstoppers

Special Notes:

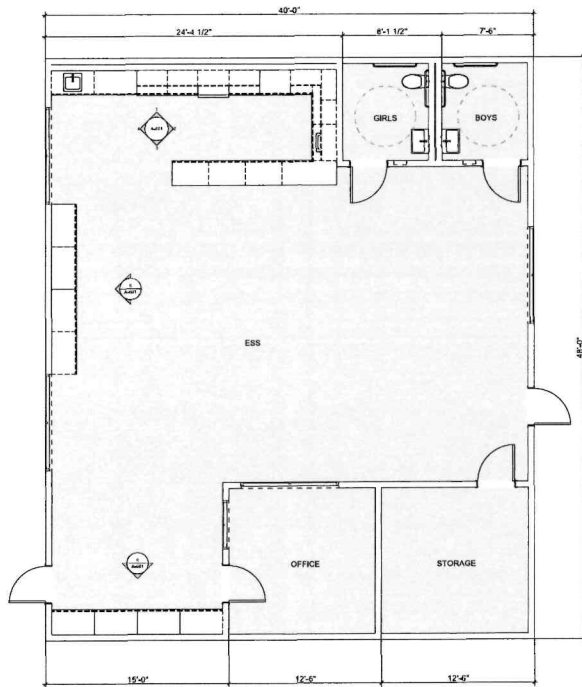
District must provide an ALL-WEATHER truck accessible level/compacted prepared pad. The pad shall be a maximum of 6" from grade level measured diagonally along long axis. All sites exceeding 6" shall be charged on a site-by-site basis.

Concrete Foundation Exclusions – vents/grates, site demolition, foundation pad excavation, import/export soils, surveying, site improvements, underground hazards, crawlspace drainage, dry wells, slurry seal, backfilling/compaction, unforeseen conditions

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1 48X40 RELO FLOOR PLAN

NOTES

ALPHASTUDIO DESIGN GROUP



6152 INNOVATION WAY
CARLSBAD, 92009
760-431-2444
www.alphastudio-design.com

ARCHITECT OF RECORD



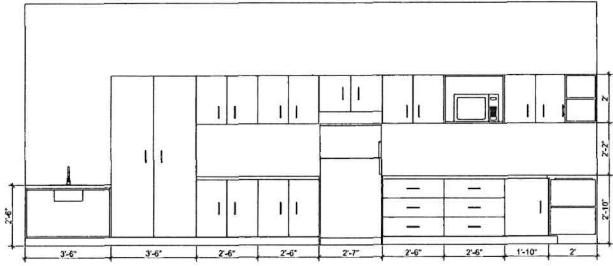
ENGINEER OF RECORD

ESS RELOCATABLE
LAKEVIEW ELEMENTARY SCHOOL
9295 LAKEVIEW ROAD
LAKEVIEW, CA 92040
LAKESIDE UNION SCHOOL DISTRICT
12335 WOODSIDE AVE LAKEVIEW, CA 92040

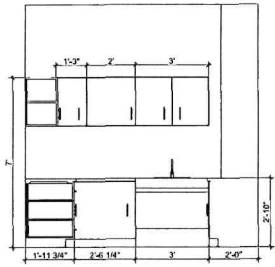
REVISIONS		
MARK	DATE	DESCRIPTION

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PLOT DATE:
12/20/2023
SHEET TITLE

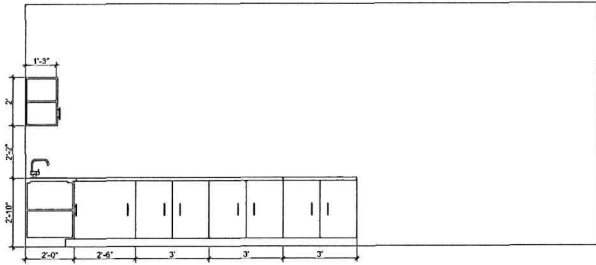
48X40 RELOCATABLE
FLOOR PLAN



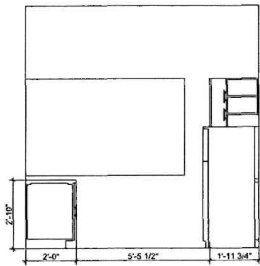
1 KITCHEN ELEVATION



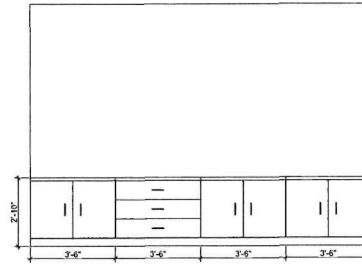
2 KITCHEN ELEVATION



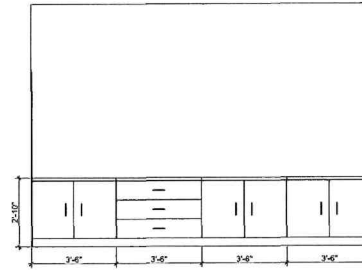
3 KITCHEN ELEVATION



4 KITCHEN ELEVATION



5 ROOM ELEVATION



6 ENTRANCE ELEVATION

NOTES

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ENGINEER OF RECORD

ESS RELOCATABLE
LAKEVIEW ELEMENTARY SCHOOL
9235 LAKEVIEW ROAD
LAKEVIEW, CA 92040
LAKESIDE UNION SCHOOL DISTRICT
12335 WOODSIDE AVE LAKEVIEW, CA 92040

REVISIONS		
MARK	DATE	DESCRIPTION

PROJECT NO. 23-034

MODEL FILE:
23040_LUSD_Lakeview ES ESS Rite

PLOT DATE:
12/20/2023

SHEET TITLE

KITCHEN ELEVATIONS



American Modular Systems
787 Spreckels Avenue
Manteca CA, 95336
936.625.1921

LUSD
Contract #

V2024-97

January 16, 2024

Lakeside Union School District
12335 Woodside Avenue
Lakeside, CA 92040

ATTN: Todd Owens, Director of Maintenance, Operations & Transportation

RE: Proposal for (1) 48x40 Relocatable Building at Lakeside Farms Elementary School

American Modular Systems is pleased to provide our proposal for a 48x40 relocatable building for Lakeside Union School District – Lakeside Farms Elementary School site. Our pricing is based on the AMS 24x40 2022 CBC PC structure as basis of design and Alpha Studio Design Group floor plan dated 12/20/23 attached hereto, the provisions of the Santa Cruz City Schools Facility Services Contract, and the scope of work as outlined in Inclusions and Exclusions below. The omission of any item(s) not listed in the assumed scope shall not be construed to be included in this pricing.

Base Building(s): consists of steel rigid frame construction, Type V non-rated construction, 20 lb roof load, wood subfloor w/50+15 PSF floor load, 99 basic wind load, 2022 CBC, Ss = 0.772 (no soils report was provided), non-WUI zone, Climate zone 10, FOB 9205 Lakeview Road, Lakeside, CA 92040.

(1) 48x40 Relocatable Building – 1,920 sf **\$594,140.00**

Design and Engineering (due at DSA submittal) \$ 6,800.00

PROJECT TOTAL – 1,920 sf \$600,940.00

Terms:

Monthly progress payment net 20 days. Quote good for 60 days. Design fees due at DSA submittal.

Estimated Schedule:

Signed Proposal	January 12, 2024
Contract / PO	January 26, 2024
Approved Submittals	February 2, 2024
AMS Drawings to AOR	early March 2024
DSA Approval	end of March 2024 *estimated
Substantial Completion	end of August 2024

The project schedule is an estimation contingent upon agency required approval(s), as well as availability of building materials and may be subject to change. The materials listed within are based on the availability at the time this proposal was generated. Should such availability change, the client will be consulted to assess whether substitution or alteration will be required to maintain the project schedule or if the schedule will need to be adjusted. Fabrication will take place upon factory availability.

Attachments: Alpha Studio Design Group 48x40 Floor Plan


NOTES:

- All pricing is based on plan submission in 2024 and substantial completion by third quarter of 2024. Building delivery beyond 2024 may result in price escalation contingent upon construction material costs. To ensure a timely building delivery please coordinate a project milestone schedule with AMS within 15 days upon acceptance of this proposal;
- All ideas, concepts and/or files are to be considered instruments of services and intellectual property of AMS;
- Architect drawings/renderings are for conceptual reference only. Final design and layout by AMS;
- Below Grade Concrete foundation system design and engineering only, per PC design by AMS to include a rodent barrier (slurry), 16"-18" crawl space, cast-in-place vent/access wells with metal grates/frames and embeds. Final design subject to soils report. If installation by others, AMS is not responsible for quality of installation, inspections, nor acceptance of foundation. Any review performed by AMS shall be considered a courtesy to assist with the overall project success and does not remove the contractor's responsibility to comply with plans and specifications. Contractor performing foundation installations is responsible to ensure foundation is completed per plans, specifications, and meets tolerances for modular buildings as described in AMS drawings. In the event engineering is required to accommodate errors or omissions, rework or additional coordination/engineering, all expenses shall be reimbursed to AMS. In addition, a \$1,500 per hour back charge will occur if a delay due to grinding, leveling, etc... is required at time of installation;
 - Subcontractor performing Concrete foundation installation must meet the following qualifications:
 - A minimum of 5 years continuous and current experience installing modular (pit set) foundations.
 - A minimum of 5 years continuous and current experience with Public Works projects specific to education.
 - A minimum of 5 years continuous and current experience working on Division of State Architect (DSA) approved and inspected projects.
- Concrete Foundation Embeds – Per DSA approved AMS PC design, Foundation Embeds are required for all concrete foundations as designed by AMS. IF concrete foundations are by other than AMS, embeds may be purchased directly by contractor. If foundations by AMS, Embeds are to be included. Embeds must be inspected by a DSA approved welding inspector in accordance with project approved Testing and inspections and per AMS DSA approved drawings;
- Concrete Foundation Exclusions – site demolition, foundation pad excavation, vents grates/frames, embeds, import/export soils, surveying, site improvements, underground hazards, crawl space drainage, dry wells, slurry seal, backfilling/compaction, unforeseen conditions;
- District must provide an ALL WEATHER truck accessible level/compacted prepared pad. The pad shall be a maximum of 6" from grade level measured diagonally along long axis. All sites exceeding 6" shall be charged on a site-by-site basis;
- AMS provides non-operable windows as standard for all projects unless otherwise coordinated. All projects per AMS standard PC guidelines, manufacturing methods, finishes and fixtures. AMS does not include direction and/or design for options not included in our scope unless otherwise stated or coordinated prior;
- Point of Connection Drawings (POC) as coordinated with the District and design team, supersedes any previous drawings and/or communications regarding POC's, including the DSA approved drawings. The locations and sizing reflected on the POC sheet are the responsibility of the Architect of Record to provide to the appropriate on-site contractors for coordination and execution;
- All AMS products are to be considered relocatable at any future date after the initial installation;
- All site labor non-union prevailing wage;
- Modules being stored at factory over 90 days will require payment.

Thank you for the opportunity to provide our proposal. Should you have any questions, please contact Suzanne Willis at (951) 852-6384 or via email at suzanne.w@americanmodular.com. If accepted, please sign below accepting the standard terms and conditions of our Cooperative Purchasing Contract, and per the descriptions and pricing listed above.

Accepted By:

Lakeside Union School District



Signature

Lisa Davis

Printed Name

Assistant Superintendent

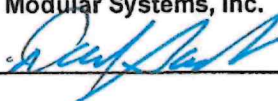
Title

1/17/2024

Date

SW

American Modular Systems, Inc.



Signature

Daniel Sarich

Printed Name

President

Title

1-22-2024

Date

INCLUSIONS:

BUILDING ENVELOPE:

- 2022 CBC
- Engineering & Design per AMS PC
- Standard delivery/Set-up
- Steel moment frame DSA PC basis of design
- .60 MIL PVC Single Ply Membrane, (DuroLast or equal), ¼:12 Single Slope to Rear, R-19 Insulation
- Nominal 18-inch 4-sided parapet
- Reinforced plywood subfloor w/50+15# Load
- 2x6 Wood Studs Exterior Walls w/R-19 Insulation
- (3) 8040 AMS Standard tempered, dual glazed, clear anodized non-operable nail-on aluminium framed windows
- Concrete Foundation *Design Only* – PC Based with 12" Footings and 18" Crawl Space (soils report not provided)

EXTERIOR:

- AMS T1-11 vertical cementitious siding, painted to be similar to/complement existing buildings
- (2) 3070 Hollow Metal Exterior Doors 18ga w/16ga HM Welded exterior door frames
- AMS Standard Von Duprin 99L series panic hardware and standard accessories
- AMS Standard Dunn Edwards paint w/3 Color Paint Scheme – Door, Body & Trim
- 5 ft front overhangs, 2 ft. rear overhangs, no side overhangs
- AMS Standard gutters and 2"x3" downspouts
- Enclosed Soffits

INTERIOR:

- 2x4 full height non-rated wood interior walls per floor plan
- (4) 3070 Solid Core Clear Birch Interior Door w/HMKD frame, w/Schlage door hardware
- (1) 4040 and (1) 6040 fixed interior windows at Office
- 9' Suspended T-Bar Ceiling w/Armstrong 2'x4' Lay-In Mineral Board Ceiling Tiles Throughout
- Hardlid ceiling at Restrooms
- Koroseal "AMS School Collection" tackboard walls throughout (including Storage room) w/full panel close-ups
- 4" high plastic laminate backsplash at the base cabinets against walls
- AMS standard FRP (White) at Restrooms
- AMS standard LVT flooring throughout w/4" rubber base
- (2) 8'x4' White AMS Standard Markerboards
- AMS Standard Restroom Accessories Package (Mirrors, Grab Bars, and ADA TP Dispensers)
- Casework at Kitchen - plastic laminate tall cabinets, upper/base cabinets w/countertop per drawings (to be reduced in size as/if applicable during design to fit within modules), lockable

MECHANICAL:

- (2) Single phase all electric exterior roof mounted HVAC units (Carrier)
- Programmable T-Stat (AMS providing j-box and conduit only – thermostats to be provided and installed by others – gateway/integration/programming by others)
- Standard ducted supply registers
- Exhaust fans per code at restrooms

ELECTRICAL:

- LED Recessed 2x4 Troffer interior lighting

- Occupancy sensors
- AMS standard exterior light fixture at each exterior door
- All low voltage conduits in wall only stubbed to above ceiling, locations to be provided by AOR, quantity per approved PC
- (2) Single Phase Interior Wall Electrical Sub-Panels Stubbed Below Floor (energized by others)
- Standard duplex receptacles per AMS PC
- Dedicated outlets for refrigerator and microwave (refrigerator and microwave to be provided and installed by others)
- Insta-hot at kitchen sink only

PLUMBING

- (1) AMS standard stainless steel sink w/faucet and w/bubbler at kitchen
- AMS Standard Wall Hung Lavatories, Kohler or equal w/Zurn Faucet or equal
- AMS Standard Wall Mounted Flush Valve Water Closets, Kohler or equal
- Type L Copper Water Supply
- ABS Plumbing Waste Manifold Stubbed Through Stem Wall, 2 ft Beyond Building Foundation
- (1) Exterior hi-low drinking fountain – Elkay ezH20 w/bottle filler

ADDITIONAL FEATURES/ITEMS:

- Semi-Recessed Fire Extinguishers w/cabinet
- Project/contract supervision
- AMS standard one year warranty
- Standard Craning/Rigging - Crane Charge – 120-ton, (1) Mobilization
- Foundation Flashing
- Foundation Embeds (FOB AMS Factory)
- Sales tax

EXCLUSIONS:

GENERAL SPECIFICATION, FEES, AND SITE REQUIREMENTS:

- DSA approval, DSA plan fees, DSA inspection fees, DSA inplant/site inspection fees and lab testing
- HCD fees, site inspections/approvals
- Architect fees
- Project Labor Agreements or Union Labor
- Skilled and Trained Workforce requirements
- Builders Risk Insurance
- Police Escorts (if required)
- Traffic Control/coordination and any associated fees
- Site security to include the delivered buildings
- Airport proximity STC compliance
- STC Rated Doors, Walls, Windows
- Fire Rated Walls
- Extreme climate zone HVAC coordination
- Solar option design/approval
- LEED or CHPS Requirements/Certification/Commissioning
- WUI Code
- Securing and paying for off-site staging area
- Protection of sidewalks/driveways during building delivery

- Staging site damages due to unknown conditions
- Roof water testing/ Door flood test/ Flood test
- Shuttling fees from offsite staging area to project site / building location(s)

FOUNDATION, FOUNDATION PREP:

- Concrete foundations, vent/access wells, drywells, site demolition/removal of existing parking lot, foundation pad/pit excavation, import/export soils, backfill and compaction (minimum of 5' around foundations)
- Condensate drain connections
- Foundation drains
- Special engineered footing other than PC
- Surveying, site preparation/site improvements
- Plans showing grades, benchmarks, maintenance of benchmarks, setbacks, finish floor heights, etc.
- Adequate all-weather vehicle/trades access to building pad
- Soils testing, soils reports, geo hazard report/testing
- Special handling due to inaccessible site conditions
- Special / higher ton crane due to site constraints/access
- Foundation design beyond PC

EQUIPMENT AND DEVICES:

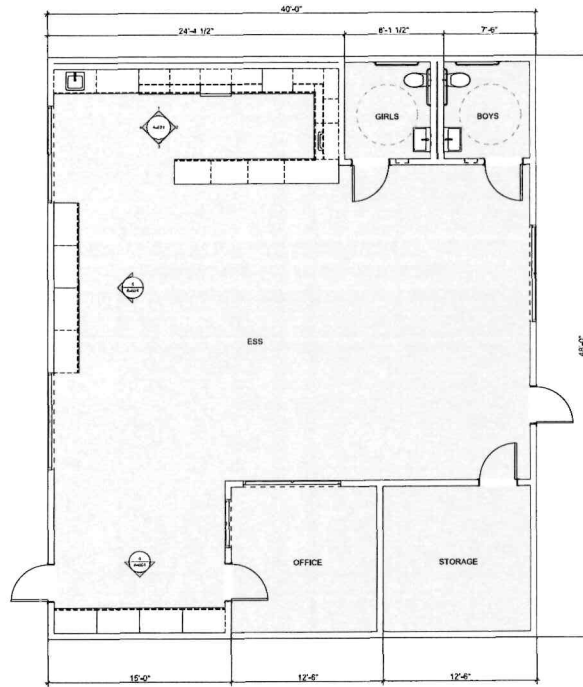
- Fire alarm system
- Ramps / Landings / Railings / Ramp transitions to grade
- Water flow test
- Roof Ladder / Hatches
- Roll-Up Doors
- Exterior Doorstops
- Solatubes
- Solar Panels, batteries
- Fire sprinkler system/riser

ELECTRICAL AND DATA:

- EMS systems, EMCS systems pathways and/or coordination
- Inter-Connection between Classrooms and EMS
- Load monitoring provisions
- Low voltage systems, motion detectors, intrusion/security systems, cameras, keypads, electronic door access control/hardware
- Low voltage conduits in chases/attics
- Electrical sub-panel connections to main electrical distribution panels in crawl space, including pathway and conductors
- MDF / IDF cabinets, wires, devices or pathways, pull strings
- ALL Signage
- Projection screens, projectors, TV/monitor brackets, CCTV
- Floor Receptacles/Data
- Thermostats
- Hot water heater (except as noted in Inclusions)

SITE, FINAL CONNECTION, DRAINAGE AND PLUMBING:

- Full time supervision
- Temporary power/water/phone, job trailer, fencing, internet
- Dust control, project debris bin
- SWPPP



1 48X40 RELO FLOOR PLAN



NOTES

ALPHASTUDIO DESIGN GROUP



6152 INNOVATION WAY
CARLSBAD, 92009
760-431-2444
www.alphastudio-design.com

ARCHITECT OF RECORD



ENGINEER OF RECORD

ESS RELOCATABLE
 LAKEVIEW ELEMENTARY SCHOOL
 803E LAKEVIEW ROAD
 LAKESIDE, CA 92040
 LAKESIDE UNION SCHOOL DISTRICT
 12335 WOODSIDE AVE LAKESIDE CA 92040

REVISIONS		
MARK	DATE	DESCRIPTION

PROJECT NO: 23-034

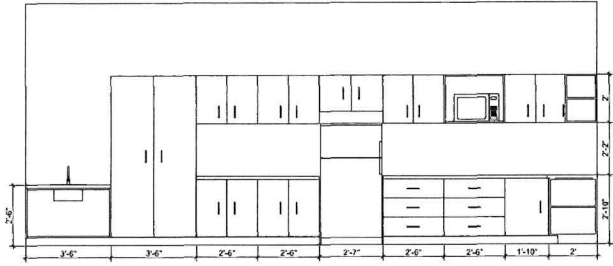
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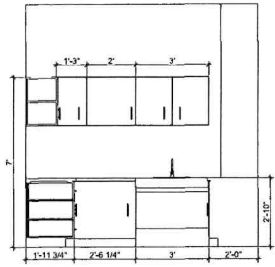
SHEET TITLE

48X40 RELOCATABLE
FLOOR PLAN

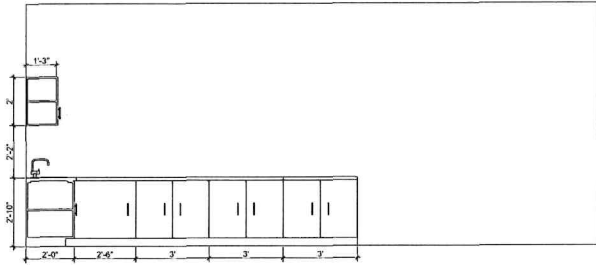
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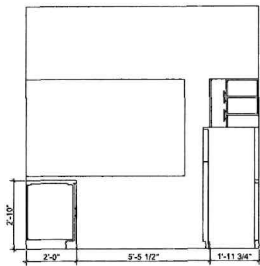
1 KITCHEN ELEVATION



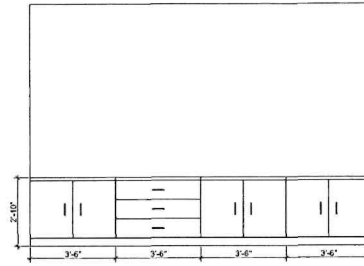
2 KITCHEN ELEVATION



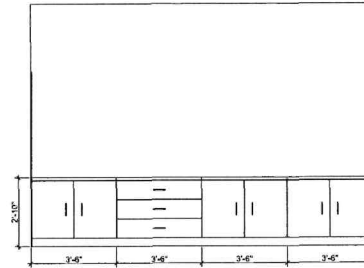
3 KITCHEN ELEVATION



4 KITCHEN ELEVATION



5 ROOM ELEVATION



6 ENTRANCE ELEVATION

NOTES

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5925 LAKEVIEW ROAD
LANESIDE, CA 92040
LAKESIDE UNION SCHOOL DISTRICT
12335 WOODSIDE AVE LANESIDE CA 92040

REVISIONS		
MARK	DATE	DESCRIPTION

PROJECT NO: 23-004

MODEL FILE:
2304_LRSD_Lakeview ES ESS Rdf

PLOT DATE:
12/20/2023

SHEET TITLE

KITCHEN ELEVATIONS

- Security, portable toilets, dumpster, storage
- Sidewalks, flatwork, curbs, mow strips, landscaping
- Utilities/connections
- RWL connections to underground
- Drinking fountain guardrails

MISCELLANEOUS:

- Epoxy grouts, grout sealers
- Sealing/waxing of finish floor coverings
- Window coverings, security screens, window/building awnings
- Appliances, furniture
- Master keying
- Air balance reports/testing
- Water chlorination testing/certification
- 3-Part Conventional Stucco (site applied)
- Side Overhangs
- Professional Cleaning
- Working evenings, weekends and/or holidays is not included
- Doorstoppers

Special Notes:

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American Modular Systems - Relocatable Portable Purchase Summary

Hemet Unified School District
Winchester ES

Summary is based on Santa Cruz City Schools Facility Supply Services Contract
Bid: Facility Supply Services Contract at Various Sites

48x40 Relocatable Building - 1 each at Lakeview ES and Lakeside Farms ES

48x40 Item	Description	Unit	Quantity	Unit Price	Extension
1C	48x40 portable classroom building	ea	1	185,890.00	\$185,890.00
5C	65# floor load	ea	1	7,250.00	\$7,250.00
8C	9' ceiling	ea	1	10,050.00	\$10,050.00
19	60 MIL PVC single ply roofing	sf	1920	12.00	\$23,040.00
21	Nominal 18-inch parapet	lf	176	560.00	\$98,560.00
31	T1-11 vertical cementitious siding	sf	1920	4.70	\$9,024.00
39	3-Color paint scheme	sf	1920	5.60	\$10,752.00
42	6040 window	ea	1	1,385.00	\$1,385.00
43	4040 window	ea	1	1,265.00	\$1,265.00
57	Interior wood door	ea	2	1,315.00	\$2,630.00
67	Welded exterior door frames	ea	2	245.00	\$490.00
73	Panic door hardware	ea	2	1,220.00	\$2,440.00
75	Full panel close-up / interior walls	ea	6	220.00	\$1,320.00
77	Enclosed soffits	sf	336	103.00	\$34,608.00
80	2x6 exterior walls	lf	176	5.00	\$880.00
120	Embed plates	ea	16	182.00	\$2,912.00
126	Upgrade wall insulation to R-19	sf	1920	0.50	\$960.00
136	LVT flooring	sf	1920	5.20	\$9,984.00
139	Underlayment for LVT flooring	sf	1920	3.40	\$6,528.00
146	2x4 interior walls	lf	79	148.00	\$11,692.00
152	Hardlid ceiling at restrooms	sf	79	12.20	\$963.80
159	Upgraded vinyl tackboard	sf	1790	2.20	\$3,938.00
167	Lower base cabinets	ea	11	1,030.00	\$11,330.00
170	Base cabinets w/drawers	ea	3	1,115.00	\$3,345.00
172	Upper cabinets	ea	4	890.00	\$3,560.00
175	Tall cabinet	ea	1	2,205.00	\$2,205.00
181	Locking hardware at casework	ea	19	82.00	\$1,558.00
184	Plumbed ADA sink	ea	1	4,625.00	\$4,625.00
194	Sink bubbler	ea	1	445.00	\$445.00
185	ADA sink cabinet - plastic laminate	ea	1	1,770.00	\$1,770.00
192	Interior restroom	ea	2	23,355.00	\$46,710.00
212	Exterior drinking fountain	ea	1	7,280.00	\$7,280.00
218	Insta hot water heater	ea	1	1,030.00	\$1,030.00
219	Roof mount HVAC units	ea	2	10,875.00	\$21,750.00
262	Dedicated outlets	ea	2	340.00	\$680.00
268	Contract and Project supervision	hr	71.39476	270.00	\$19,276.59
269	Engineering and Design	hr	15.28089	445.00	\$6,800.00
277	Crane	hr	10	1,125.00	\$11,250.00
279	On-site prevailing wage	hr	16	135.00	\$2,160.00
281	Transportation - 4 modules @ 390 miles	mile	1560	8.70	\$13,572.00
300	General cleaning	sf	1920	2.90	\$5,568.00
					\$591,476.38
275	bonds and insurance	%			\$9,463.62
				TOTAL	\$600,940.00

LUSD CONTRACTS 2023-24

Agency Name	Description	Contract #	Dept./Site	Began	Ends	Amount (not to exceed)
Zovargo	Live animal educational program	I2024-20	LC		1/18/2024 1/24/2024	\$550.00
Woolpert	Trustee Voting Area Creation Services	V2024-79A	Supt	10/30/2023	n/a	Name change only from Cooperative Strategies
FORM - American Modular Systems	LV Modular Building	V2024-96	Maint/LV	1/12/2024	9/30/2024	\$600,940.00
FORM - American Modular Systems	LF Modular Building	V2024-97	Maint/LF	1/12/2024	9/30/2024	\$600,940.00
Center for Justice and Reconciliation	Human Trafficking Prevention	I2024-20	Student Services	1/20/2024	12/31/2024	Not To Exceed \$7,000
Soccer Shots	Youth Soccer	L2024-011	LC	1/17/2024	5/29/2024	\$0.00
Imagine Learning	PD DAY Certificated	V2024-98	ED SERVICES	1/26/2024	1/26/2024	\$12,000.00
AKA Enterprise LLC/dba Impact Canine Solutions	Contraband Inspection	I2024-21	Student Services	2/1/2024	6/30/2024	Not To Exceed \$2,875
San Diego Superintenednt of Schools: SELPA	Professional Development Training	I2024-22	SPED	1/8/2024	6/30/2024	Not To Exceed \$2,778.03
Telacu Construction Management, Inc	Construction Management Services	V2023-029A	Business Services	1/1/2024	4/30/2024	\$116,480.00
Chula Vista Electric	Replacement of 2nd Pole at Winter Gardens Elementary	C2024-005	Maintenance	8/1/2023	2/28/2024	\$29,869.82
Ron Cook Media	Script Writing, Videos for the District	I2024-23	Supt	12/1/2023	6/30/2024	\$8,850.00

Fund	Res.	Goal	Func.	Object	School	Op. Unit
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LAKESIDE UNION SCHOOL DISTRICT
Lecturer/Performer Agreement
Contract No. L2024-011 PO No. _____

This agreement is hereby entered into between Lakeside Union School District, hereinafter referred to as "District," and,

<u>Zovargo</u>	<u>11059 Larkridge Street</u>
Contractor	Mailing Address
<u>Santee</u>	<u>Ca</u>
City	State
<u>92071</u>	<u>87-4252118</u>
Zip Code	Taxpayer ID No.

LUSD
Contract #

hereinafter referred to as "Contractor."

1. **Services to be Provided by Contractor.** Live animal educational program. L2024-011

2. **Term.** Contractor shall commence providing services under this Agreement on 1/18, 2024 and will diligently perform as required and complete performance by 1/24, 2024.
3. **Location. (Please enter site or department)** 12463 Lemon Crest Drive City, State, Zip Code: Lake
4. **Compensation.** District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed 550.00 Dollars (\$550.00)/hr. Payments shall be made upon receipt and verification of Contractor's invoice for services delivered. Invoices shall not exceed one per month and should be submitted to the Business Services Office.
5. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for the District, except as follows:
(Specify expenses such as travel, meals, mileage, materials, etc.) (included in total above).
6. **Materials.** Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:
Live animal program.

7. **Standard of Care.** Contractor's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar circumstances.
8. **Insurance/Hold Harmless/Indemnification**
 - a. The Contractor shall, at his or her expense, carry adequate insurance to fully protect both the Contractor and the District from any and all claims of any nature for damage to property or for personal injury including death, which may arise while the Contractor is traveling to and from a work-related location. Such insurance shall be subject to the District's review and approval prior to provision of the Services described herein.

b. To the fullest extent permitted by law, the Contractor shall defend (with counsel reasonably approved by the District), indemnify and hold the District, its officials, officers, agents, employees and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law and equity, to property or persons, including wrongful death (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of the Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of Contractor's services or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its officials, officers, employees, agents or volunteers.

9. **Worker's Compensation Insurance.** Contractor certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. Accordingly, Contractor agrees to procure and maintain in full force and effect Workers' Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide employee of Contractor participating under this Agreement, Contractor agrees to defend, indemnify and hold the District, its officials, officers, agents and employees harmless from such claim.

10. **Fingerprinting Requirements.** The District anticipates that the Employee:

will not have contact with any students of the District

will have limited contact with students and be supervised by a District employee at all times.

will have contact with students and comply with the District's standard criminal background checks process pursuant to Education Code Section 45125.1. Contact Director of Human Resources for assistance if needed.

11. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Employee will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement. If employed by another school district in the State of California, please specify below: N/A

12. **Governing Law.** The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in San Diego County, California.

This Agreement is entered into this 18 day of January, 2024.

Lakeside Union
SCHOOL DISTRICT

[Signature]
Signature of Authorized Agent

Lisa Davis
Typed or Printed Name

Assistant Superintendent
Title

Zovargo
Contractor

[Signature]
Signature of Authorized Agent

Amanda Plante
Typed Name

619-618-0745
(Area Code) Telephone Number

Board Approval Date: _____



November 27, 2023

Lakeside Union School District (San Diego)
12335 Woodside Ave
Lakeside CA 92040 US

LUSD
Contract #

V 2024-79A

RE: Assignment of Contract

To Whom it May Concern:

On June 30, 2023, Woolpert, Inc. ("Woolpert") acquired Cooperative Strategies, LLC ("CS"). Woolpert now plans to transition remaining CS contracts to Woolpert and is requesting a formal assignment effective January 1, 2024 ("Effective Date") of the Trustee/Voting Areas Contract(s) between Lakeside Union School District (San Diego) and Cooperative Strategies, LLC dated Oct 30, 2023. The assignment also includes any amendments to such Contract and/or any work order or task order issued under such Contract(s). Woolpert intends to utilize the staff that you have enjoyed working with to continue serving your professional consulting needs in completing the Contract. It is our understanding that the assignment does not affect the validity of the Contract nor require any rebidding efforts.

Woolpert, which was founded in 1911 by Charles Putnam, has grown to over 1,900 staff offering a broad range of services including but not limited to architecture, engineering, landscape architecture, land surveying, planning, ortho aerial imagery, and software integration. Woolpert would be happy to provide additional information regarding the capabilities and services that Woolpert can offer. Additional information can also be found at Woolpert's website at www.woolpert.com.

Upon the Effective Date of the assignment of the Contract(s), Woolpert shall be responsible for any remaining services to be performed under the Contract(s) and any work order or task order issued under such Contract(s). For all invoices dated in 2023, please process payments as you normally would to Cooperative Strategies, LLC at 4675 Lakehurst Court, Ste. 200, Dublin, OH 43016 or the same ACH information you already have on file. For invoices dated in 2024, payments will need to be made to Woolpert, Inc. If you are in agreement with the assignment of the Contract(s) in accordance with the terms and conditions of this letter, please provide your signature in the box below. If a more formal assignment process is required, please provide the necessary forms for us to complete and return. Should you need any additional information or have any questions or comments regarding Woolpert, please do not hesitate to contact Ann Hoffsis, COO at 614-526-3067 or ann.hoffsis@woolpert.com.

Sincerely,

Woolpert, Inc.

Christina Parr
Market Director

**Cooperative Strategies,
LLC**

Scott Newell
CEO

Approval of Assignment: Lakeside Union School District (San Diego)	
Authorized Signature	
<u>Lisa Davis</u>	<u>1/17/2024</u>
Name	Date

Woolpert, Inc.
4454 Idea Center Boulevard
Dayton, OH 45430-1500
937.461.5660

<u>0100</u>	<u>9010025</u>	<u>1110</u>	<u>1000</u>	<u>580000</u>	<u>189</u>	<u>620</u>
Fund	Res.	Goal	Func.	Object	School	Op. Unit

LAKESIDE UNION SCHOOL DISTRICT

Independent Contractor Agreement

Contract No. 12024-20 PO No. _____

This agreement is hereby entered into between **Lakeside Union School District**, herein after referred to as "District," and

Center for Justice and Reconciliation - Point Loma Nazarene University

Contractor Name

3900 Lomaland Drive

Mailing Address

San Diego

CA

92106

95-1644035

City

State

Zip Code

Taxpayer ID No.

Herein after referred to as "Contractor."

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, District is in need of such special services and advice, and

WHEREAS, Contractor is specially trained and experienced and competent to perform the special services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. Scope of Services: _____

Provide human trafficking prevention education to students with the kNOw MORE! curriculum. Including separate training for school personnel.

2. Term. Contractor shall commence providing services under this Agreement on 01/20/2024, and will diligently perform as required and complete performance by 12/31/2024.

3. Location: (Please name site or department) Student Support Services.

4. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee **not to exceed** \$7000.00 and/or (\$ N/A)/hr. Payments shall be made upon receipt and verification of Contractor's invoice for services delivered. Invoices shall not exceed one per month and should be submitted to the Business Services office.

5. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, except as follows:
District/schools will be responsible for printing training handouts and exit slip

6. **Standard of Performance.** Contractor shall, in good and workmanlike manner, in accordance with the highest professional standards, and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar circumstances. Contractor shall, at its own cost and expense, furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation, facilities and all other means whatsoever, except as herein otherwise expressly specified to be furnished by District, necessary or proper to perform and complete the work and provide the services required of Contractor by this Agreement.
7. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the service to be provided under this Agreement.
8. **Taxes.** Contractor acknowledges and agrees that it is the sole responsibility of Contractor to report as income its compensation received from District and to make the requisite tax filings and payments to the appropriate federal, state, or local tax authority. No part of Contractor's compensation shall be subject to withholding by District for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation.
9. **Originality of Services.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other sources, except that submitted to Contractor by District as a basis for such services.
10. **Confidentiality and Use of Information.**
 - a.) Contractor shall hold in trust for the District, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the District's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by nonparties through available public documentation.
 - b.) Contractor shall advise District of any and all materials used, or recommended for use by Contractor to achieve the project goals, that are subject to any copyright restrictions or requirements. In the event Contractor shall fail to so advise District and, as a result of the use of any programs or materials developed by Contractor under this Agreement, District should be found in violation of any copyright restrictions or requirements, or District should be alleged to be in violation of any copyright restrictions or requirements, Contractor agrees to indemnify, defend and hold harmless, District against any action or claim brought by the copyright holder.
11. **Audit and Inspection of Records.** At any time during the normal business hours and as often as District may deem necessary during the term of this Agreement and for four (4) years from the date of final payment under this Agreement, Contractor shall make available to District for examination at District's place of

business specified above, all data, records, investigation reports and all other materials respecting matters covered by this Agreement and Contractor will permit the District to audit, and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Agreement.

12.

[REDACTED]

[Handwritten initials]

13.

Termination.

Termination for Convenience: At any time and without need for cause, the District may terminate this Agreement by delivering written notice of termination to the Contractor. The Contractor shall be deemed to have received written notice either upon actual receipt or five days after the District mails the notice to the address of the Contractor specified in Section 24, whichever occurs first. The termination shall take effect immediately upon receipt of the written notice, unless the notice specifies a later date as the effective date of the termination. As of the effective date of the termination, the Contractor shall cease all work pursuant to this Agreement. The District and the Contractor expressly agree that, in the event of termination for convenience, the District will be required to compensate the Contractor only for services satisfactorily rendered prior to the effective date of termination.

Termination for Cause: At any time it believes it has sufficient cause the District may deliver written notice to the Contractor of the District's intent to terminate this Agreement for cause. The Contractor shall be deemed to have received the written notice either upon actual receipt or five days after the District mails the notice to the address of the Contractor specified in Section 24, whichever occurs first. The written notice shall set forth in reasonable detail the cause(s) underlying the District's intent to terminate this Agreement. Sufficient cause for termination shall include: (a) any material breach of this Agreement by the Contractor, including any failure by Contractor to reasonably perform its obligations pursuant to this Agreement; (b) any act by Contractor exposing the District to liability for, or resulting in District liability for, personal injury or property damage; (c) any act by Contractor exposing the District to liability for, or resulting in District liability for, fraudulent or other wrongful acts; and (d) if Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Contractor's insolvency. This Agreement shall terminate fifteen days after receipt by the Contractor of the written notice, unless Contractor has corrected or eliminated the matters forming the cause(s) for termination and provided evidence thereof satisfactory to the District, or Contractor has made arrangements for the correction or elimination of such matters satisfactory to the District. In the event of such termination for cause, all work and services of the Contractor provided prior to the termination shall be the property of the District, and the District may complete the services required under this Agreement by any other means the District determines reasonable. The Contractor shall be liable for all damages incurred by the District as a result of the Contractor's breach of its obligations pursuant to this Agreement, acts exposing the District to liability, and/or acts resulting in District liability. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

14.

Insurance, Indemnification and Hold Harmless.

- a.) The Contractor shall, at his or her expense, carry adequate insurance to fully protect both the Contractor and the District from any and all claims of any nature for damage to property or for

personal injury including death, which may arise while the Contractor is traveling to or from a work-related location. Such insurance shall be subject to the District's review and approval prior to provisions of the Services described herein.

- b.) To the fullest extent permitted by law, the Contractor shall defend (with counsel reasonably approved by the District), indemnify and hold the District, its officials, officers, agents, employees and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of the Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of Contractor's services or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its officials, officers, employees, agents or volunteers.

15. **Worker's Compensation Insurance.** Contractor certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. Accordingly, Contractor agrees to procure and maintain in full force and effect Worker's Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide employee of Contractor participating under this Agreement, Contractor agrees to defend, indemnify and hold the District, its officials, officers, agents and employees harmless from such claim.

16. **Fingerprinting Requirements** The District anticipates that the Contractor:

- will not have contact with any students of the District
- will have limited contact with students and will be supervised by a District employee at all times.
- will have contact with students and must comply with the District's standard criminal background checks process pursuant to Education Code Section 45125.1. Contact Director of Human Resources for assistance if needed.

17. **California Labor Code Requirements.**

- a.) The Contractor certifies that it is aware of the requirements of California Labor Code sections 1720 et seq. and 1770 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" or "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws, if applicable. Contractor shall defend,

indemnify and hold the District, its officials, officers, employees, and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

- b.) If the services are being performed as part of an applicable “public works” or “maintenance” project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and all subcontractors must be registered with the Department of Industrial Relations (“DIR”). The Contractor shall maintain registration for the duration of this Agreement and require the same of any subcontractors. The services performed under this Agreement may also be subject to compliance monitoring and enforcement by the DIR. It shall be the Contractor’s sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

18. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
19. **Compliance with Applicable Laws.** The service completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
20. **Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.
21. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
22. **Entire Agreement/Amendment.** This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, any may be amended only by a written amendment executed by both parties to the Agreement.
23. **Nondiscrimination in Employment.** Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
24. **Non-waiver.** The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party or such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
25. **Administrator of Agreement.** This Agreement shall be administered on behalf of, and any notice desired or required to be sent to a party hereunder shall be addressed to:

For District:

Jon Krapivkin, Director of Operations

For Contractor:

- 26. **Notice.** All notices or demands to be given under this Agreement by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally serviced or if mailed on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are set forth above.
- 27. **Severability.** If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
- 28. **Governing Law.** The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in San Diego County, California.
- 29. **Warranty of Authority.** Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

This Agreement is entered into this ____ day of _____, _____.

Lakeside Union

SCHOOL DISTRICT

Lisa Davis

Signature of Authorized Agent

Lisa Davis

Typed or Printed Name

Assistant Superintendent

Title

Board Approval Date: _____

Center for Justice and Reconciliation - Point Loma Nazarene University

CONTRACTOR

Jon Krapivkin

Signature of Authorized Agent

Jon Krapivkin

Typed Name

95-1644035

Social Security or Taxpayer I.D. No.

(619) 849-3245

(Area Code) Telephone Number

Fund	Res.	Goal	Func.	Object	School	Op. Unit
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LAKESIDE UNION SCHOOL DISTRICT
Lecturer/Performer Agreement
Contract No. L2004-011 PO No. _____

This agreement is hereby entered into between Lakeside Union School District, hereinafter referred to as "District," and,

Soccer Shots 5575 Lake Park Way Unit 22
 Contractor Mailing Address
La Mesa CA 91942
 City State Zip Code Taxpayer ID No.

hereinafter referred to as "Contractor."

1. **Services to be Provided by Contractor.** Youth soccer
2. **Term.** Contractor shall commence providing services under this Agreement on Jan. 17 and will diligently perform as required and complete performance by May 29.
3. **Location.** (Please enter site or department) Lemon Crest Elementary
4. **Compensation.** District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed n/a Dollars (\$_____/hr. Payments shall be made upon receipt and verification of Contractor's invoice for services delivered. Invoices shall not exceed one per month and should be submitted to the Business Services Office.
5. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for the District, except as follows:
(Specify expenses such as travel, meals, mileage, materials, etc.) (included in total above).
6. **Materials.** Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:
n/a
7. **Standard of Care.** Contractor's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar circumstances.
8. **Insurance/Hold Harmless/Indemnification**
 - a. The Contractor shall, at his or her expense, carry adequate insurance to fully protect both the Contractor and the District from any and all claims of any nature for damage to property or for personal injury including death, which may arise while the Contractor is traveling to and from a work-related location. Such insurance shall be subject to the District's review and approval prior to provision of the Services described herein.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/03/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER American Specialty Insurance & Risk Services, Inc. dba A.S.I.R.S.I. Insurance Agency (CA License #0E72661) 7609 W. Jefferson Blvd., Suite 100 Fort Wayne IN 46804		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS:		FAX (A/C, No):	
INSURED East County San Diego Soccer Shots 5575 Lake Parkway Way #222 La Mesa CA 91942		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A: Arch Insurance Company		11150	
		INSURER B:			
		INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 1002199411 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	SBCGL0214106	06/01/2023	06/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COM-?OP AGG \$ 5,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			SBFXS0078905	06/01/2023	06/01/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

- The Certificate Holder shall be an Additional Insured, but only with respect to the operations of the Named Insured, and subject to the provisions and limitations of Form CG 2026 Additional Insured - Designated Person or Organization, but only with respect to VENUE RENTAL AT THE RADY SHELL AT JACOBS PARK, 222 MARINA PARK WAY, SAN DIEGO, CA 92101 from January 16, 2024 through March 19, 2024.

- Sexual Abuse or Molestation Coverage is included on the GL Policy. \$1,000,000 Limit each occurrence, \$2,000,000 Limit Aggregate.

CERTIFICATE HOLDER

CANCELLATION

The San Diego Symphony Orchestra Association

1245 Seventh Avenue

San Diego

CA 92101

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/03/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER American Specialty Insurance & Risk Services, Inc. dba A.S.I.R.S.I. Insurance Agency (CA License #0E72661) 7609 W. Jefferson Blvd., Suite 100 Fort Wayne IN 46804		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
INSURED East County San Diego Soccer Shots 5575 Lake Parkway Way #222 La Mesa CA 91942		INSURER(S) AFFORDING COVERAGE INSURER A: Arch Insurance Company NAIC # 11150 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1002199411

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	SBCGL0214106	06/01/2023	06/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COM/P/OP AGG \$ 5,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		SBFXS0078905	06/01/2023	06/01/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

- The Certificate Holder shall be an Additional Insured, but only with respect to the operations of the Named Insured, and subject to the provisions and limitations of Form CG 2026 Additional Insured - Designated Person or Organization, but only with respect to VENUE RENTAL AT THE RADY SHELL AT JACOBS PARK, 222 MARINA PARK WAY, SAN DIEGO, CA 92101 from January 16, 2024 through March 19, 2024.

- Sexual Abuse or Molestation Coverage is included on the GL Policy. \$1,000,000 Limit each occurrence, \$2,000,000 Limit Aggregate.

CERTIFICATE HOLDER

The San Diego Symphony Orchestra Association

1245 Seventh Avenue

San Diego

CA 92101

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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

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

Lakeside Union (Add. PD 1/26 BL)

Price Quote

Date 1/16/2024
Quote No. Q-12484
Acct. No. 12205516
Total USD 12,000.00
Pricing Expires 7/10/2024

LUSD
Contract #

V2004-98

Payment Term	Contract Start	Contract End
Net 30	1/26/2024	6/30/2024

Site	Description	End Date	Qty	Per Unit	Amount
Lakeside Union School District	PD BL Onsite Day In-Person Workshop (Teacher)		2	6,000.00	12,000.00

Subtotal USD 12,000.00
Tax Total USD .00
Total USD 12,000.00

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.

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.

6. **Standard of Performance.** Contractor shall, in good and workmanlike manner, in accordance with the highest professional standards, and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar circumstances. Contractor shall, at its own cost and expense, furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation, facilities and all other means whatsoever, except as herein otherwise expressly specified to be furnished by District, necessary or proper to perform and complete the work and provide the services required of Contractor by this Agreement.
7. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the service to be provided under this Agreement.
8. **Taxes.** Contractor acknowledges and agrees that it is the sole responsibility of Contractor to report as income its compensation received from District and to make the requisite tax filings and payments to the appropriate federal, state, or local tax authority. No part of Contractor's compensation shall be subject to withholding by District for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation.
9. **Originality of Services.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other sources, except that submitted to Contractor by District as a basis for such services.
10. **Confidentiality and Use of Information.**
 - a.) Contractor shall hold in trust for the District, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the District's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by nonparties through available public documentation.
 - b.) Contractor shall advise District of any and all materials used, or recommended for use by Contractor to achieve the project goals, that are subject to any copyright restrictions or requirements. In the event Contractor shall fail to so advise District and, as a result of the use of any programs or materials developed by Contractor under this Agreement, District should be found in violation of any copyright restrictions or requirements, or District should be alleged to be in violation of any copyright restrictions or requirements, Contractor agrees to indemnify, defend and hold harmless, District against any action or claim brought by the copyright holder.
11. **Audit and Inspection of Records.** At any time during the normal business hours and as often as District may deem necessary during the term of this Agreement and for four (4) years from the date of final payment under this Agreement, Contractor shall make available to District for examination at District's place of

business specified above, all data, records, investigation reports and all other materials respecting matters covered by this Agreement and Contractor will permit the District to audit, and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Agreement.

12. **Works for Hire/Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall be works for hire and shall become the sole property and cannot be used without District's express written permission. District shall have all rights, title, and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

13. **Termination.**

Termination for Convenience: At any time and without need for cause, the District may terminate this Agreement by delivering written notice of termination to the Contractor. The Contractor shall be deemed to have received written notice either upon actual receipt or five days after the District mails the notice to the address of the Contractor specified in Section 24, whichever occurs first. The termination shall take effect immediately upon receipt of the written notice, unless the notice specifies a later date as the effective date of the termination. As of the effective date of the termination, the Contractor shall cease all work pursuant to this Agreement. The District and the Contractor expressly agree that, in the event of termination for convenience, the District will be required to compensate the Contractor only for services satisfactorily rendered prior to the effective date of termination.

Termination for Cause: At any time it believes it has sufficient cause the District may deliver written notice to the Contractor of the District's intent to terminate this Agreement for cause. The Contractor shall be deemed to have received the written notice either upon actual receipt or five days after the District mails the notice to the address of the Contractor specified in Section 24, whichever occurs first. The written notice shall set forth in reasonable detail the cause(s) underlying the District's intent to terminate this Agreement. Sufficient cause for termination shall include: (a) any material breach of this Agreement by the Contractor, including any failure by Contractor to reasonably perform its obligations pursuant to this Agreement; (b) any act by Contractor exposing the District to liability for, or resulting in District liability for, personal injury or property damage; (c) any act by Contractor exposing the District to liability for, or resulting in District liability for, fraudulent or other wrongful acts; and (d) if Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Contractor's insolvency. This Agreement shall terminate fifteen days after receipt by the Contractor of the written notice, unless Contractor has corrected or eliminated the matters forming the cause(s) for termination and provided evidence thereof satisfactory to the District, or Contractor has made arrangements for the correction or elimination of such matters satisfactory to the District. In the event of such termination for cause, all work and services of the Contractor provided prior to the termination shall be the property of the District, and the District may complete the services required under this Agreement by any other means the District determines reasonable. The Contractor shall be liable for all damages incurred by the District as a result of the Contractor's breach of its obligations pursuant to this Agreement, acts exposing the District to liability, and/or acts resulting in District liability. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

14. **Insurance, Indemnification and Hold Harmless.**

- a.) The Contractor shall, at his or her expense, carry adequate insurance to fully protect both the Contractor and the District from any and all claims of any nature for damage to property or for

personal injury including death, which may arise while the Contractor is traveling to or from a work-related location. Such insurance shall be subject to the District's review and approval prior to provisions of the Services described herein.

- b.) To the fullest extent permitted by law, the Contractor shall defend (with counsel reasonably approved by the District), indemnify and hold the District, its officials, officers, agents, employees and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of the Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of Contractor's services or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its officials, officers, employees, agents or volunteers.

15. **Worker's Compensation Insurance.** Contractor certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. Accordingly, Contractor agrees to procure and maintain in full force and effect Worker's Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide employee of Contractor participating under this Agreement, Contractor agrees to defend, indemnify and hold the District, its officials, officers, agents and employees harmless from such claim.

16. **Fingerprinting Requirements** The District anticipates that the Contractor:

- will not have contact with any students of the District
- will have limited contact with students and will be supervised by a District employee at all times.
- will have contact with students and must comply with the District's standard criminal background checks process pursuant to Education Code Section 45125.1. Contact Director of Human Resources for assistance if needed.

17. **California Labor Code Requirements.**

- a.) The Contractor certifies that it is aware of the requirements of California Labor Code sections 1720 et seq. and 1770 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" or "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws, if applicable. Contractor shall defend,

indemnify and hold the District, its officials, officers, employees, and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

- b.) If the services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and all subcontractors must be registered with the Department of Industrial Relations ("DIR"). The Contractor shall maintain registration for the duration of this Agreement and require the same of any subcontractors. The services performed under this Agreement may also be subject to compliance monitoring and enforcement by the DIR. It shall be the Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.
18. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
19. **Compliance with Applicable Laws.** The service completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
20. **Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.
21. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
22. **Entire Agreement/Amendment.** This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, any may be amended only by a written amendment executed by both parties to the Agreement.
23. **Nondiscrimination in Employment.** Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
24. **Non-waiver.** The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party or such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
25. **Administrator of Agreement.** This Agreement shall be administered on behalf of, and any notice desired or required to be sent to a party hereunder shall be addressed to:

For District: Dr. Paty Fernandez
For Contractor: Al Hradecky

- 26. **Notice.** All notices or demands to be given under this Agreement by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally serviced or if mailed on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are set forth above.
- 27. **Severability.** If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
- 28. **Governing Law.** The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in San Diego County, California.
- 29. **Warranty of Authority.** Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

This Agreement is entered into this ____ day of _____, _____.

Lakeside Union
SCHOOL DISTRICT

Lisa Davis
Signature of Authorized Agent

Lisa Davis
Typed or Printed Name

Assistant Superintendent
Title

Board Approval Date: _____

Impact Canine Solutions
CONTRACTOR

Al Hradecky
Signature of Authorized Agent

Al Hradecky
Typed Name

46-3174683
Social Security or Taxpayer I.D. No.

(818) 273-9952
(Area Code) Telephone Number



AKA Enterprise LLC
P.O. Box 12011
La Crescenta, CA 91224
Tel: 818-273-9952 E-mail: Team@ImpactCanine.com

Project Description

Lakeside Union School District (the District)

Impact Canine Solutions shall provide contraband inspection services utilizing non-aggressive contraband detection canines. Such inspections may be conducted on an unannounced basis under the auspices and direction of the District administration with Impact Canine Solutions acting as contractors of the District while conducting such inspections. Communal areas, classrooms, lockers, student parking lots (automobiles), buses if needed, and other select areas as directed by District officials, shall be subject to inspection. Contraband is defined as all drugs of abuse (in the broadest terms), alcoholic beverages, firearms, ammunition, and prescription medications. Contraband detected on District property is the responsibility of the District.

Impact Canine Solutions policy precludes the use of detection canines to “sniff” individuals under any circumstance.

Cost

Impact Canine Solutions agrees to provide 5 visits (full day) each visit will be \$575.00 for the duration of the contract and 1 full day of assemblies (3 sites) at \$575.00. The District may increase the total number of visits by notifying Impact Canine Solutions in writing. Multiple canine teams will be charged on a per team basis. Visits will be conducted from February 1, 2024 through June 30, 2024.

Full Day (2 to 3 schools per day)

Impact Canine Solutions

Sign: Al Hradecky

Print: Al Hradecky

Title: President

Date: January 5, 2024

Fund	Res.	Goal	Func.	Object	School	Op. Unit
------	------	------	-------	--------	--------	----------

LAKESIDE UNION SCHOOL DISTRICT

Independent Contractor Agreement
Contract No. 23241090 PO No. _____

72024-22

This agreement is hereby entered into between **Lakeside Union School District**, herein after referred to as "District," and

San Diego County Superintendent of Schools – South County SELPA contracts@sdcoe.net

Contractor Name _____ Email Address _____

6401 Linda Vista Rd. _____

Mailing Address _____

San Diego	CA	92111	95-6000935
City	State	Zip Code	Taxpayer ID No.

Herein after referred to as "Contractor."

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, District is in need of such special services and advice, and

WHEREAS, Contractor is specially trained and experienced and competent to perform the special services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. **Scope of Services:** Professional Development training
See attached Proposed Project Scope for further details

2. **Term.** Contractor shall commence providing services under this Agreement on 1/8/2024, and will diligently perform as required and complete performance by 6/30/2024.

3. **Location:** (Please name site or department) Special Education.

4. **Compensation.** District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee **not to exceed** \$2,778.03 and/or (\$- _____)/hr. Payments shall be made upon receipt and verification of Contractor's invoice for services delivered. Invoices shall not exceed one per month and should be submitted to the Business Services office.

5. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, except as follows:

6. **Standard of Performance.** Contractor shall, in good and workmanlike manner, in accordance with the highest professional standards, and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar circumstances. Contractor shall, at its own cost and expense, furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation, facilities and all other means whatsoever, except as herein otherwise expressly specified to be furnished by District, necessary or proper to perform and complete the work and provide the services required of Contractor by this Agreement.
7. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the service to be provided under this Agreement.
8. **Taxes.** Contractor acknowledges and agrees that it is the sole responsibility of Contractor to report as income its compensation received from District and to make the requisite tax filings and payments to the appropriate federal, state, or local tax authority. No part of Contractor's compensation shall be subject to withholding by District for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation.
9. **Originality of Services.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other sources, except that submitted to Contractor by District as a basis for such services.
10. **Confidentiality and Use of Information.**
 - a.) Contractor shall hold in trust for the District, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the District's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by nonparties through available public documentation.
 - b.) Contractor shall advise District of any and all materials used, or recommended for use by Contractor to achieve the project goals, that are subject to any copyright restrictions or requirements. In the event Contractor shall fail to so advise District and, as a result of the use of any programs or materials developed by Contractor under this Agreement, District should be found in violation of any copyright restrictions or requirements, or District should be alleged to be in violation of any copyright restrictions or requirements, Contractor agrees to indemnify, defend and hold harmless, District against any action or claim brought by the copyright holder.
11. **Audit and Inspection of Records.** At any time during the normal business hours and as often as District may deem necessary during the term of this Agreement and for four (4) years from the date of final payment under this Agreement, Contractor shall make available to District for examination at District's place of

business specified above, all data, records, investigation reports and all other materials respecting matters covered by this Agreement and Contractor will permit the District to audit, and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Agreement.

12. **Works for Hire/Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall be works for hire and shall become the sole property and cannot be used without District's express written permission. District shall have all rights, title, and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

13. **Termination.**

Termination for Convenience: At any time and without need for cause, the District may terminate this Agreement by delivering written notice of termination to the Contractor. The Contractor shall be deemed to have received written notice either upon actual receipt or five days after the District mails the notice to the address of the Contractor specified in Section 24, whichever occurs first. The termination shall take effect immediately upon receipt of the written notice, unless the notice specifies a later date as the effective date of the termination. As of the effective date of the termination, the Contractor shall cease all work pursuant to this Agreement. The District and the Contractor expressly agree that, in the event of termination for convenience, the District will be required to compensate the Contractor only for services satisfactorily rendered prior to the effective date of termination.

Termination for Cause: At any time it believes it has sufficient cause the District may deliver written notice to the Contractor of the District's intent to terminate this Agreement for cause. The Contractor shall be deemed to have received the written notice either upon actual receipt or five days after the District mails the notice to the address of the Contractor specified in Section 24, whichever occurs first. The written notice shall set forth in reasonable detail the cause(s) underlying the District's intent to terminate this Agreement. Sufficient cause for termination shall include: (a) any material breach of this Agreement by the Contractor, including any failure by Contractor to reasonably perform its obligations pursuant to this Agreement; (b) any act by Contractor exposing the District to liability for, or resulting in District liability for, personal injury or property damage; (c) any act by Contractor exposing the District to liability for, or resulting in District liability for, fraudulent or other wrongful acts; and (d) if Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Contractor's insolvency. This Agreement shall terminate fifteen days after receipt by the Contractor of the written notice, unless Contractor has corrected or eliminated the matters forming the cause(s) for termination and provided evidence thereof satisfactory to the District, or Contractor has made arrangements for the correction or elimination of such matters satisfactory to the District. In the event of such termination for cause, all work and services of the Contractor provided prior to the termination shall be the property of the District, and the District may complete the services required under this Agreement by any other means the District determines reasonable. The Contractor shall be liable for all damages incurred by the District as a result of the Contractor's breach of its obligations pursuant to this Agreement, acts exposing the District to liability, and/or acts resulting in District liability. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

14. **Insurance, Indemnification and Hold Harmless.**

- a.) The Contractor shall, at his or her expense, carry adequate insurance to fully protect both the Contractor and the District from any and all claims of any nature for damage to property or for

personal injury including death, which may arise while the Contractor is traveling to or from a work-related location. Such insurance shall be subject to the District's review and approval prior to provisions of the Services described herein.

- b.) To the fullest extent permitted by law, the Contractor shall defend (with counsel reasonably approved by the District), indemnify and hold the District, its officials, officers, agents, employees and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of the Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of Contractor's services or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its officials, officers, employees, agents or volunteers.

15. **Worker's Compensation Insurance.** Contractor certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. Accordingly, Contractor agrees to procure and maintain in full force and effect Worker's Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide employee of Contractor participating under this Agreement, Contractor agrees to defend, indemnify and hold the District, its officials, officers, agents and employees harmless from such claim.

16. **Fingerprinting Requirements** The District anticipates that the Contractor:

- will not have contact with any students of the District
- will have limited contact with students and will be supervised by a District employee at all times.
- will have contact with students and must comply with the District's standard criminal background checks process pursuant to Education Code Section 45125.1. Contact Director of Human Resources for assistance if needed.

17. **California Labor Code Requirements.**

- a.) The Contractor certifies that it is aware of the requirements of California Labor Code sections 1720 et seq. and 1770 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" or "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws, if applicable. Contractor shall defend,

indemnify and hold the District, its officials, officers, employees, and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

- b.) If the services are being performed as part of an applicable “public works” or “maintenance” project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and all subcontractors must be registered with the Department of Industrial Relations (“DIR”). The Contractor shall maintain registration for the duration of this Agreement and require the same of any subcontractors. The services performed under this Agreement may also be subject to compliance monitoring and enforcement by the DIR. It shall be the Contractor’s sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.
18. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
19. **Compliance with Applicable Laws.** The service completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
20. **Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.
21. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
22. **Entire Agreement/Amendment.** This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, any may be amended only by a written amendment executed by both parties to the Agreement.
23. **Nondiscrimination in Employment.** Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
24. **Non-waiver.** The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party or such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
25. **Administrator of Agreement.** This Agreement shall be administered on behalf of, and any notice desired or required to be sent to a party hereunder shall be addressed to:

For District: Danielle Clark
For Contractor: Jennifer Gorospe Tull

- 26. **Notice.** All notices or demands to be given under this Agreement by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally serviced or if mailed on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are set forth above.
- 27. **Severability.** If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
- 28. **Governing Law.** The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in San Diego County, California.
- 29. **Warranty of Authority.** Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

This Agreement is entered into this 8 day of January, 2024.

Lakeside Union School District

SCHOOL DISTRICT

Signature of Authorized Agent

Lisa Davis

Typed or Printed Name

Assistant Superintendent

Title

Board Approval Date: _____

San Diego County Superintendent of Schools – South County SELPA

CONTRACTOR



Digitally signed by Michael
Simonson

Date: 2024.01.23 10:44:50 -08'00'

Signature of Authorized Agent

Michael Simonson

Typed Name

95-6000935

Social Security or Taxpayer I.D. No.

858-290-5810

(Area Code) Telephone Number

From: [Megan Adams](#)
To: [Contracts](#)
Subject: South County SELPA and Lakeside
Date: Tuesday, January 16, 2024 9:11:17 PM
Attachments: [ACTION Required - Lakeside Routing Sheet.pdf](#)
[Outlook-Sunburst c.png](#)
[Outlook-kpvvqlpu](#)
[Outlook-Graphical .png](#)

Good Evening,

Please find attached contract for services.

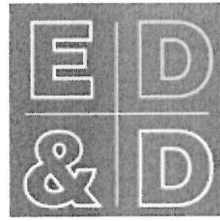
Thank you,
Megan



Megan E. Adams
Business Support Assistant
Maximizer – Woo – Communication – Empathy - Positivity

South County SELPA
680 L St., Ste. E
Chula Vista, CA 91911

Email megan.adams@sdcoe.net
Phone 858-290-5810



Equity,
Disproportionality
& Design

Proposed Project Scope

Client: Lakeside School District

SELPA Contact(s): Marcus Jackson, Jennifer Gorospe-Tull, Barby Castro,
(Executive Consultants)

Date: Dec 22, 2023

Focus

1. Professional Development - Districtwide
 - a. Provide half day professional development with a focus on Behavior, Trauma Informed Care and Sense of Belonging (i.e. inclusive practices, interpersonal relationships, positive connections, mindset)

Agreed upon Scope of Services per Contract

January 2024-June 2024

1. Provide eight (8) hours of *ED&D planning* towards implementation of scope of services to include *consultation* with identified members of the Lakeside Leadership Team.
2. Provide four (4) hours of *professional development* (e.g., content training) in the following areas: Behavior, Trauma Informed Care and Sense of Belonging (i.e. inclusive practices, interpersonal relationships, positive connections, mindset) [2 Executive Consultants, Total of 8 hours)

Deliverables

- 8 hours of *ED&D planning* with one executive consultant towards implementation of scope of services to include *consultation* with identified members of the Lakeside Leadership Team (*to include travel to PD day of*)
- 4 hours of professional development/content training with 2 Executive Consultants (Total 8 hours)
- Total= Not to exceed 16 hours

Tasks and Timeline (2023-2024)

South County SELPA will collaborate with Lakeside leadership to select days and times that accommodate the district's calendar/schedule.

Component	Estimated Time	Service Type
Pre Planning Focus	0.5 hours	Pre-Planning Consultation
ED&D Team Planning	11.5 hours	Planning
Training	4.0 hours	Professional Development
Fees		
	Total Hours	Note to exceed 16.0 hours
	Consultant Fees	\$2,537.94
	Indirect Cost	\$240.09
	Total	\$2,778.03

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p style="text-align: center;"><u>San Diego County Superintendent of Schools</u></p> <p>2 Business name/disregarded entity name, if different from above</p>
	<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input checked="" type="checkbox"/> Other (see instructions) ▶ <u>Political subdivision of the State of California</u> </p> <p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="text-align: right;"><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <p><u>6401 Linda Vista Road</u></p> <p>6 City, state, and ZIP code</p> <p><u>San Diego, CA 92111</u></p> <p>7 List account number(s) here (optional)</p>
	<p>Requester's name and address (optional)</p>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
9	5	-	6	0	0	0	9	3	5

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Digitally signed by Michael Simonson Date: 2022.01.14 09:11:32 -08'00'	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Fund	Res.	Goal	Func.	Object	School	Op. Unit
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Lakeside Union School District

Addendum # V2023-029A to Contract # V2023-029

This is an Addendum to the Contract between Lakeside Union School District, and Telacu Construction Mfor services to be conducted from 1/1/2024 through 4/30/2024. The previous contract was board approved on 6/16/2022.

May it be known that the undersigned parties agree to make the following changes and or/additions that are outlined below.

Scope of Service Changes or Additions:

Continue construction management services as specified in original agreement

Projects: Climatec Solar Project, Central Kitchen Project

Compensation Changes or Additions:

\$116,480.00

No other terms or conditions of the above mentioned contract shall be changed as a result of this addendum.

Lakeside Union School District

Lisa Davis

Signature of Authorized Agent

Title Assistant Superintendent

Telacu Construction Manageme

Contractor

John Clem

Signature of Authorized Agent

Title President

Board Approval Date:

LUSD
Contract #
C2024-005

SHORT FORM CONSTRUCTION CONTRACT

This CONTRACT made and entered into this 6TH day of February, 2024, by and between **LAKESIDE UNION SCHOOL DISTRICT** (“District”) and **Chula Vista Electric** (“Contractor”). District and Contractor are sometimes individually referred to herein as “Party” and collectively as “Parties.”

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

1. Contract Documents. The complete contract includes all the Contract Documents, to wit:
 - A. Contract;
 - B. Bond(s) [**TO BE PROVIDED ON THE DISTRICT’S STANDARD FORMS**] executed in connection herewith;
 - C. Scope of Work set forth in **Exhibit “A” Dated 08-01-2023**
 - D. Certificate(s) of Insurance; and
 - E. All official papers and documents relating to the work to be performed hereunder which are not included in **Exhibit “A”** (i.e., technical drawings, etc.).

2. Scope of Work. Contractor agrees to perform the work and to furnish all tools, equipment, apparatus, facilities, labor and material necessary to perform and complete in a good workmanlike manner, all parts of the work as called for in a manner designated in and in strict conformance with the scope of work set forth in **Exhibit “A,”** attached hereto and incorporated herein (“Scope of Work” or “Project”) and the Contract Documents. It is understood and agreed that said tools, equipment, apparatus, facilities, labor and material shall be furnished and said work performed and completed as required in said Scope of Work under the direction and supervision of, and subject to the approval of District's authorized representative. Contractor’s Work shall also be consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, including a Business License, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Contractor shall perform, at its own cost and expense and without reimbursement from District, any work necessary to correct errors or omissions which are caused by Contractor’s failure to comply with the standard of care provided for herein. Any employee who is determined by District to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any

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

3. Compensation. As consideration for performance of the Work required herein, District agrees to pay Contractor on a time and materials basis as set forth herein, a not-to-exceed amount of **TWENTY-NINE THOUSAND EIGHT HUNDRED AND SIXTY-NINE DOLLARS AND EIGHTY-TWO CENTS (\$29,869.82)** provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by District.
 - A. Subject to paragraph 3(B) below, District shall pay for such services on a time and materials basis in accordance with the Schedule of Charges set forth in **Exhibit "B."**
 - B. Periodic payments shall be made by District to Contractor within thirty (30) days of District's receipt of an application for payment from Contractor for services rendered. Payments to Contractor for work performed will be made on a monthly billing basis. The application shall include all information required by District and shall be in a format approved by District. This application shall be supported by evidence which is required by this Contract and such other documentation as District may require. The Contractor shall certify that the Work for which payment is requested has been done and that any materials listed are stored where indicated. District shall review and pay the payment request in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code.
 - C. Labor and Material Releases. Contractor shall furnish District with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by District.
4. Retention. For contracts greater than Five Thousand dollars (\$5,000), Public Contract Code section 9203 requires progress payments and retention based on the percentage of actual work completed plus a like percentage of the value of material delivered and unused. Therefore, District will withhold as retention five percent (5%) of all billings and the Total Contract Price until final completion for projects exceeding \$5,000 and acceptance of the project. District, at its sole discretion, shall release retention proceeds withheld from any payment within sixty (60) days after the date of "completion" of the work as defined in the Public Contract Code section 7107. If a dispute arises between the contractor and District, District may withhold an amount from the final payment not to exceed one hundred and fifty percent (150%) of the disputed amount, as well as any other amounts permissible under this Agreement and/or California law.

5. Other Retentions. In addition to Contract retentions, District may deduct from each progress payment an amount necessary to protect District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by District, incurred by District for which Contractor is liable under the Contract; and (11) any other sums which District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by District to deduct any of these sums from a progress payment shall not constitute a waiver of District's right to such sums.
6. Substitution of Securities. Pursuant to California Public Contract Code section 22300, Contractor may substitute securities for any money withheld by District to ensure the performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with District, with the State or federally chartered bank as the escrow agent, who shall return such securities to the Contractor upon satisfactory completion of the contract. Deposit of securities with an escrow agent shall be subject to a written agreement between the escrow agent and District, which provides that no portion of the securities shall be paid to the Contractor until District has certified to the escrow agent, in writing, that the contract has been satisfactorily completed. District shall certify that the contract has been satisfactorily completed within sixty (60) days of work "completion" as defined in Section 7107(c) of the California Public Contract Code. Securities eligible for investment under this section shall be limited to those listed in Section 16430 of the Government Code, bank or savings & loan certificates of deposit, interest-bearing demand deposit accounts, stand-by letters of credit, or any other security mutually agreed to by the Contractor.
7. Time for Completion/Liquidated Damages. Work shall commence on **AUGUST 11, 2022** and shall be completed by Contractor and usable by District on or before **NOVEMBER 27, 2023**. If the Work is not completed and usable by District, it is understood that District will suffer damage. In accordance with Government Code section 53069.85, being impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay District as fixed and liquidated damages, and not as a penalty, the sum of **(\$500)** for each and every calendar day of delay beyond the time prescribed in the Agreement for finishing the Work. In the event this is not paid, the Contractor agrees that District may deduct that amount from any money due or that may become due the Contractor under the Contract.

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

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

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

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

B. Contractor's Initials: _____

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

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

16. Subcontracts. Subcontractors employed by Contractor on the execution of the Work covered in this Contract shall be only those given prior written permission from District, and that otherwise comply with Sections 4100 to 4113 inclusive of the Public Contract Code of California, if applicable.
17. Control and Payment of Subordinates; Contractual Relationship. District retains Contractor on an independent contractor basis and Contractor is not an employee of District. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.
18. Permits and Licenses. Contractor shall comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of public health and safety, obtaining all necessary permits and licenses for the construction of the project, pay all fees and post all deposits or bonds required by law. For the work to be performed hereunder, Contractor shall possess the following classification of State contractor's license throughout the duration of the Contract: **CA LIC. #175956**. During the performance of the work, Contractor shall take over all the necessary precautions and place proper guards for the prevention of accidents.
19. Trenching Work. If the Total Contract Price exceeds \$25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for District's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.
20. Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify District of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by District; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, District shall promptly investigate

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor
Chula Vista Electric.

9344 Wheatlands Road.
Santee, Ca 92071

Attn: **Shawn Hudson**

District
LAKESIDE UNION SCHOOL DISTRICT

12335 Woodside Avenue
Lakeside, CA 92040

Attn: **Lisa Davis**

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

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

43. Drug/Smoke-Free Workplace. District and all District projects are “drug-free” and “smoke-free” workplaces and, as such, require that the Contractor be subject to the requirements mandated by California Government Code Sections 8350, et seq., when on the Project site. The Drug-Free Workplace Act of 1990 requires that every person or entity awarded a contract or grant for the procurement of any property or service from a State agency certify that it will provide a drug-free workplace and, in that respect, comply with certain obligations set forth in that Act. In addition, the Drug-Free Workplace Act provides that each contract or grant awarded by the State agency may be subject to suspension of payments or termination for failure to comply with such Act. It is the sole responsibility of Contractor to police and oversee its personnel on the Project. If Contractor fails to comply with the Drug-Free Workplace Act or the smoke-free workplace policy of District, District may enforce its lawful rights to suspend pending or subsequent payments and to terminate this Contract and may pursue all other rights and remedies it may have against Contractor at law and/or in equity.

44. Compliance With State Storm Water Permit:
 - A. Contractor shall be required to comply with all aspects of the State Water Resources Control Board (“State Board”) Water Quality Order No. 2009-0009-DWQ, National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity (“Permit”), as may be amended, for all projects that involve construction on or disturbance of one acre or more of land or which are part of a larger common area of development.
 - B. Contractor shall be responsible for all costs associated with filing the Notice of Intent (“NOI”) and for obtaining coverage under the Permit. This includes preparing and implementing a Storm Water Pollution Prevention Plan (“SWPPP”) for the Project site, and coordinating all submittals with District’s Legally Responsible Person as that term is defined in the Permit. Before any NOI, SWPPP, or other Permit related document may be submitted to the State Board or implemented on the Project site, it must first be reviewed and approved by the District. Contractor shall include all costs of compliance with specified requirements in the Contract amount.
 - C. District retains the right to procure and maintain coverage under the Permit for the Project site if Contractor fails to draft a satisfactory NOI or SWPPP or proceed in a manner that is satisfactory to District. Any costs incurred by District in procuring and maintaining coverage under the Permit, or drafting an NOI or SWPPP shall be paid by Contractor.

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

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

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

Chula Vista Electric.

LAKESIDE UNION SCHOOL DISTRICT

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

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

Fed. Tax I.D. # _____

DIR Registration 1000002595

Exhibit A



Chula Vista Electric Co.

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

08-01-2023

Attn: Todd Owens

Subject: Winter Gardens Elementary Emergency East Power Pole Replacement

Proposal #:24-1098

Todd,

We hereby propose to furnish all labor, material, and tools required for a complete electrical installation. Our quotation is per the following scope, clarifications, and exclusions listed below:

- Per phone conversation and job walk with Todd Owens.

BASE BID – TIME AND MATERIAL NOT TO EXCEED \$29,869.82

1. Scope of Work: Replace fallen power pole at East 400 amp service.
 - 1.1. Coordinate with Todd Owens and SDG&E to remove power to fallen power pole.
 - 1.2. Disconnect and safe off feeders from pole to 400 amp switchgear.
 - 1.3. Remove and discard power pole
 - 1.4. Provide and install new Class 5 or better climbable wooden power pole that meets SDG&E specifications.
 - 1.5. Provide and install new stainless steel roof on existing switchgear, current roof is rusted out.
 - 1.6. Clean up all dirt and vegetation pushed up around switchgear to avoid further rusting of enclosure.
 - 1.7. Perform preventive maintenance inside of switchgear including cleaning, vacuuming, sealing conduits, checking all connections for tightness.
 - 1.8. Prep exterior of enclosure for epoxy coating. Apply marine grade epoxy coating to exterior of switchgear to combat rust.
 - 1.9. Provide and install new conduit from existing 400 amp switchgear to top of pole.
 - 1.10. Provide and install new weather heads.
 - 1.11. Provide and install new conductors from switchgear to weather heads.
 - 1.12. Coordinate with LSUSD and DSA for inspection once complete.



Chula Vista Electric Co.

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

1.13. Coordinate with Todd Owens and SDG&E to submit inspection approval and schedule re-connect.

2. Clarifications:

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

3. Exclusions:

- 3.1. Bringing existing electrical conditions up to code
- 3.2. Sales tax increase (our price is based upon sales tax of 7.75%)
- 3.3. All permits and fees
- 3.4. Site lighting permits
- 3.5. Noise permits
- 3.6. Utility company fees
- 3.7. Design and engineering fees
- 3.8. Premium portion of overtime
- 3.9. Payment and performance bond cost
- 3.10. Bid allowances
- 3.11. Temporary power and lighting
- 3.12. Handling, removal, and disposal of hazardous materials

9344 Wheatlands Rd. Santee, CA 92071 ● P (619) 420-4500 ● F (619) 420-9527 ● www.c-v-e.com



Chula Vista Electric Co.

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Santee, CA 92071
www.C-V-E.com

- 3.13. Fees for underground locating services
- 3.14. Material and or labor escalations
- 3.15. Demolition (CVE will perform safe-off and disconnect at panel location)
- 3.16. Field office or job site security
- 3.17. Portable sanitation facility
- 3.18. Dumpsters

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

Sincerely,

**SHAWN S.
HUDSON**

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



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Ron Cook Media

9124 Hillman Way
Lakeside, CA - 92040
Email: ron@roncookmedia.com
Web: www.RonCookMedia.com
Tel: 619-905-5227

Estimate

Estimate # 19

LUSD
Contract #
12024-23

Bill To:

LUSD

12335 Woodside Ave.
Lakeside, CA - 92040
Email: rtaylor@lsusd.net
Tel: (619)390-2600

Date: Dec 11 2023

Items	Total (\$)
Script writing, story development and video production film and edit 6 podcasts with Dr. Taylor and her various guests	2,100.00
Script writing, story development and video production film 6 teacher spotlights and various schools to help with recruitment and morale	4,500.00
Script writing, story development and video production 3 marketing district/vision videos	2,250.00
Sub Total	\$ 8,850.00
Grand Total	\$ 8,850.00

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: February 15, 2024

Agenda Item:

January PTA Donation Summary

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

Fiscal Impact (Cost):

Funding Source:

Addresses Emphasis Goal(s):

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

Recommended Action:

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

Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Lisa Davis, Assistant Superintendent



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member _____

2023-24 PTA Donation Summary Report

School Site	Description	Aug -Sept \$	Oct \$	Nov \$	Dec \$	Jan \$	Feb \$	Mar \$	Apr \$	May \$	June \$	Total Annual Donation
Lakeside Farms												\$ -
Lakeview	M&O needs, Megaphones, Biz Town Busing					\$ 3,126.55						\$ 3,126.55
Lakeside Middle School	6th Grade Camp			\$ 2,690.00								\$ 2,690.00
Lemon Crest												\$ -
Lindo Park												\$ -
Riverview	New Laminator	\$ 3,151.00										\$ 3,151.00
	Raz Kids, BMX Red Ribbon Assembly, Playground Coordinator			\$ 15,347.00								\$ 15,347.00
Tierra Del Sol	5 Star Program/Shop & Art	\$ 2,650.00				\$ 1,086.00						\$ 3,736.00
Wintergardens	Book Vending Machine	\$ 6,840.00										\$ 6,840.00
	Field Trip - FUNbelievable		\$ 716.00									\$ 716.00
	Field Trip - OMA'S (Tickets/Transp)	\$ 2,225.00		\$ 390.00								\$ 2,615.00
	Vent Install - M&O	\$ 34.19										\$ 34.19
	Playground Coordinator				\$ 7,097.00							\$ 7,097.00
		\$ 14,900.19	\$ 716.00	\$ 18,427.00	\$ 7,097.00	\$ 4,212.55	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45,352.74

Deposited on 11/30/23 - Not reflected on summary for December's Board Meeting
Please note that it was LMS' PTA, not TdS' PTA who donated \$2,690 to 6th Gr. Camp

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 2/15/24

Agenda Item:

Board Policy and Administrative Regulation 6159.2: Nonpublic, nonsectarian School and Agency Services for Special Education

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

Second Reading: Policy updated to reflect a December 2022 Davis Joint Unified School District Resolution Agreement with the U.S. Department of Education, Office for Civil Rights, regarding the use of seclusion and restraint as it relates to a free appropriate public education for students with disabilities placed in nonpublic schools.

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: _____

NONPUBLIC, NONSECTARIAN SCHOOL AND AGENCY SERVICES FOR SPECIAL EDUCATION

The Governing Board recognizes its responsibility to provide a free appropriate public education to students with disabilities in accordance with law. When the district is unable to provide direct special education and/or related services to students with disabilities, the Board may enter into a contract with a nonpublic, nonsectarian schools or agency (NPS/A) to meet student needs consistent with the comprehensive local plan of the Special Education Local Plan Area

Prior to entering into a contract to place any student in an NPS/A, the Superintendent or designee shall verify that the school or agency is certified to provide special education and related services to individuals with disabilities and complies with staff training requirements in accordance with Education Code 56366 and 56366.1. In addition, the Superintendent or designee shall monitor, on an ongoing basis, the certification of any NPS/A with which the district has a contract to ensure that the certification has not expired.

No district student with a disability shall be referred to, or placed in, an NPS/A unless the student's individualized education program (IEP) team has determined that the placement is appropriate for the student. (Education Code 56342.1)

The district shall pay to the NPS/A the full amount of the tuition or fees, as applicable, for students with disabilities who are enrolled in programs or receiving services provided by the NPS/A. (Education Code 56365)

In accordance with law, any student with disabilities placed in an NPS/A shall have all the rights and protections to which students with disabilities are generally entitled, including, but not limited to, procedural safeguards, due process rights, and periodic review of the student's IEP.

During the period when any student with disabilities is placed in an NPS/A, the student's IEP team shall retain responsibility for monitoring the student's progress towards meeting the goals identified in the IEP.

The Superintendent or designee shall ensure that any contract with an NPS/A contains a requirement for the NPS/A to comply with district policy, procedures, and practices, related to student rights, health, and safety, including the use of seclusion and restraint. All NPS/A staff that serve district students shall be made aware of, and trained in such policies, procedures, and practices.

The Superintendent or designee shall notify the Board prior to approving an out-of-state placement for any district student.

The Superintendent or designee may apply to the Superintendent of Public Instruction to waive any of the requirements of Education Code 56365, 56366, and 56366.6. (Education Code 56366.2)

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 3001
5 CCR 3051-3051.24
5 CCR 3060-3070
Ed. Code 56034-56035
Ed. Code 56042

Ed. Code 56101
Ed. Code 56163
Ed. Code 56168
Ed. Code 56195.8
Ed. Code 56342.1
Ed. Code 56360-56369
Ed. Code 56836.20-56836.21

Fam. Code 7911-7912
W&I Code 362.2
W&I Code 727.1

Federal

20 USC 1400-1487
34 CFR 300.129-300.148

Management Resources

Court Decision
US Dept of Ed Office for Civil Rights Settlement

Website
Website

Website

Cross References

Code

0430
0500
1312.3
1312.3
1431
3541.2
3580
4112.23
5125
6146.1
6146.3
6146.4

6159
6159.1
6159.3
6162.51
6164.4
6173.1
6173.2

Description

Definitions
Special education; standards for related services and staff qualifications
Nonpublic, nonsectarian school and agency services
Definitions of nonpublic, nonsectarian school and agency
Placement not to be recommended by attorney or advocate with conflict of interest
Waivers
Certification
Responsibility for education of student in hospital or health facility school
Adoption of policies
Individualized education program; placement
Implementation of special education
Special education funding; SELPA contracts with nonpublic nonsectarian schools
Interstate compact on placement of children
Out-of-home placement for IEP
Out-of-state placement of wards of court

Description

Individuals with Disabilities Education Act
Children with disabilities in private schools

Description

Agostini v. Felton, (1997) 521 U.S. 203, 117 S.Ct. 1997
Department of Education, Davis Joint Unified School District Resolution Agreement, OCR No. 09-19-5001, December 7, 2022
CSBA District and County Office of Education Legal Services
U.S. Department of Education, Office of Special Education and Rehabilitative Services
California Department of Education

Description

Comprehensive Local Plan For Special Education
Accountability
Uniform Complaint Procedures
Uniform Complaint Procedures
Waivers
Transportation For Students With Disabilities
District Records
Special Education Staff
Student Records
High School Graduation Requirements
Reciprocity Of Academic Credit
Differential Graduation And Competency Standards For Students With Disabilities
Individualized Education Program
Procedural Safeguards And Complaints For Special Education
Appointment Of Surrogate Parent For Special Education Students
State Academic Achievement Tests
Identification And Evaluation Of Individuals For Special Education
Education For Foster Youth
Education Of Children Of Military Families

NONPUBLIC, NONSECTARIAN SCHOOL AND AGENCY SERVICES FOR SPECIAL EDUCATION**Master Contract**

Every master contract between the district and a nonpublic, nonsectarian school or agency (NPS/A) shall specify the general administrative and financial agreements for providing special education and designated instruction and services. The master contract shall be for a term not to exceed one year and shall be renegotiated prior to June 30. Provisions of the contract shall include, but not be limited to: (Education Code 56366; 5 CCR 3062)

1. Student-teacher ratios
2. Transportation specified in a student's individualized education program (IEP)

The contract shall not include special education transportation provided through the use of services or equipment owned, leased, or contracted by the district for students enrolled in the NPS/A unless provided directly or subcontracted by that NPS/A.

3. Procedures for recordkeeping and documentation
5. An individual services agreement for each student, which will be negotiated for the length of time for which NPS/A special education and designated instruction and services are specified in the student's IEP
6. A description of the process to be utilized by the district to oversee and evaluate placements in the NPS/A, including a method for evaluating whether each student is making appropriate educational progress
7. Procedures and responsibilities for attendance and unexcused absences
8. General provisions related to modifications and amendments to the contract, waivers, disputes, contractor's status, conflicts of interest, termination, inspection and audits, compliance with applicable state and federal laws and regulations, and indemnification and insurance requirements
9. Payment schedules, including, but not limited to, payment amounts, payment demand, right to withhold, and audit exceptions

The contract may allow for partial or full-time attendance at the NPS/A. (Education Code 56366)

With mutual agreement of the district and NPS/A, changes may be made to the administrative and financial agreements in the master contract at any time, provided the change does not alter a student's educational instruction, services, or placement as outlined in the student's individual services agreement. (Education Code 56366)

The master contract or individual services agreement may be terminated for cause if either party gives 20 days' notice. However, the availability of a public education program initiated during the period of the contract shall not give cause for termination unless the parent/guardian agrees to transfer the student to the program. (Education Code 56366)

Placement and Services

For any student to be placed in an NPS/A, the Superintendent or designee shall develop an individual services agreement based on the student's IEP. Each individual services agreement shall specify the length of time authorized in the student's IEP for the NPS/A services, not to exceed one year. Changes in a student's educational instruction, services, or placement shall be made only on the basis of revisions to the student's IEP. (Education Code 56366)

At least once each year, the district shall: (Education Code 56366)

1. Evaluate the educational progress of each student placed in an NPS/A, including a review of state assessment results
2. During the annual meeting held to review the student's IEP pursuant to Education Code 56343, consider whether the student's needs continue to be best met at the NPS/A and whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting

Prior to the annual review of a student's IEP, the Superintendent or designee shall notify any high school district to which the student may transfer of the student's enrollment in an NPS/A. (5 CCR 3069)

When a special education student meets the district requirements for completion of the prescribed course of study and adopted differential proficiency standards as designated in the student's IEP, the district which developed the IEP shall award the diploma. (5 CCR 3069)

Out-of-State Placements

Before contracting with an NPS/A outside California, the Superintendent or designee shall document the district's efforts to use public schools and/or to find an appropriate program offered by an NPS/A within California. (Education Code 56365)

Within 15 days of any decision for an out-of-state placement, the student's IEP team shall submit to the Superintendent of Public Instruction a report with information about the services provided by the out-of-state program, the costs of the special education and related services provided, and the district's efforts to locate an appropriate public school or NPS/A within California. (Education Code 56365)

If the district decides to place a student with an NPS/A outside the state, the district shall indicate the anticipated date of the student's return to a placement within California and shall document efforts during the previous year to return the student to California. (Education Code 56365)

On-Site Visits

The Superintendent or designee shall conduct an on-site visit to an NPS/A before the placement of a student at the school or agency, if the district does not have any other students currently enrolled at the NPS/A. (Education Code 56366.1)

At least once per year, the Superintendent or designee shall conduct an on-site monitoring visit to each NPS/A at which the district has a student attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to: (Education Code 56366.1)

1. A review of services provided to the student through the individual services agreement
2. A review of progress the student is making toward the goals set forth in the student's IEP
3. A review of progress the student is making toward the goals set forth in the student's behavioral intervention plan, if applicable
4. An observation of the student during instruction
5. A walkthrough of the facility

The district shall report the findings resulting from the monitoring visit to CDE within 60 calendar days of the on-site visit. (Education Code 56366.1)

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 2/15/24

Agenda Item:

Board Policy and Administrative Regulation 6174: Education for English Learners

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

Second Reading: Policy updated to remove outdated material and reflect NEW LAW (SB 941, 2022) which permits a district to enter into an instruction collaboration agreement with another school district, county office of education, or charter school to offer the same or similar courses and coursework to students who have been impacted by teacher shortages, disruptions, or cancellations to science, technology, engineering, and mathematics classes, or dual language immersion programs. Administrative Regulation 6174 - Education for English Learners Regulation updated to remove outdated material and reflect updated information from the California Department of Education's (CDE) English Learner Federal Program Monitoring 2022-23 Instrument, CDE's Reclassification Criteria website, and letters from CDE which provide updated reclassification guidance regarding the criteria used to determine whether an English learner should be reclassified, including a review of the student's curriculum mastery and academic performance, the provision of an interpreter for parents/guardians, when necessary, as part of the parent/guardian involvement, comparison of student performance on an objective assessment of basic skills in English against an empirically established range of performance in basic skills, based on the performance of English proficient students of the same age, which demonstrates whether the student is sufficiently proficient in English to participate effectively in a curriculum designed for students of the same age whose native language is English. Regulation also updated to include that the four years of post-reclassification monitoring should be utilized to ensure that students have not prematurely exited, any academic deficit incurred through participation in the English learner program has been remedied, and the students are meaningfully participating in the standard instructional program compared to students who had never participated in an English learner program. Additionally, regulation updated to clarify that the LCAP advisory committee provides input regarding exiting language acquisition programs and the possible establishment of other programs.

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: _____

EDUCATION FOR ENGLISH LEARNERS

The Governing Board intends to provide English language learners with challenging curriculum and instruction that maximize the attainment of high levels of proficiency in English advance multilingual capabilities, and facilitate student achievement in the district's regular course of study.

English learners shall be provided differentiated English language development instruction which is targeted to their English proficiency level. Such instruction shall be based on sound instructional theory, be aligned with state content standards, emphasize inquiry-based learning and critical thinking skills, and be integrated across all subject areas.

No middle or high school student who is an English learner shall be denied enrollment in any of the following: (Education Code 60811.8)

1. Courses in the core curriculum areas of reading/language arts, mathematics, science, and history/social science, courses required to meet state and local high school graduation requirements, or courses required for middle school grade promotion

However, an English learner who has been enrolled in a school in the United States for less than 12 months or is enrolled in a program designed to develop the basic English skills of newly arrived immigrant students, may be denied participation in any such course, if the course of study provided to the student is designed to remedy academic deficits incurred during participation and reasonably calculated to enable the student to attain parity of participation in the standard instructional program within a reasonable length of time after the student enters the school system.

2. A full course load of courses specified in Item #1 above

The district shall identify in its local control and accountability plan (LCAP) goals and specific actions and services to enhance student engagement, academic achievement, and other outcomes for English learners.

The Superintendent or designee shall encourage parent/guardian and community involvement in the development and evaluation of programs for English learners. The Superintendent or designee may also provide an English development literacy training program for parents/guardians and community members so that they may better support students' English language development.

Staff Qualifications and Training

The Superintendent or designee shall ensure that all staff employed to teach English learners possess the appropriate authorization from the Commission on Teacher Credentialing.

The district shall provide effective professional development to teachers (including teachers in classroom settings that are not the settings of language instruction educational programs),

administrators, and other school or community-based organization personnel to improve the instruction and assessment of English learners and enhance staff's ability to understand and use curricula, assessment, and instructional strategies for English learners. Such professional development shall be of sufficient intensity and duration to produce a positive and lasting impact on teachers' performance in the classroom. (20 USC 6825)

Staff development shall also address the sociocultural needs of English learners and provide opportunities for teachers to engage in supportive, collaborative learning communities.

Identification and Assessment

The Superintendent or designee shall maintain procedures for the early identification of English learners and an assessment of their proficiency using the state's English Language Proficiency Assessments for California (ELPAC). To oversee test administration, the Superintendent or designee shall annually designate a district ELPAC coordinator and a site coordinator for each test site in accordance with 5 CCR 11518.40-11518.45.

Once identified as an English learner, a student shall be annually assessed for language proficiency until the student is reclassified based on criteria specified in the accompanying administrative regulation.

In addition, English learners' academic achievement in English language arts, mathematics, science, and any additional subject required by law shall be assessed using the California Assessment of Student Performance and Progress. As necessary, the test shall be administered with testing variations in accordance with 5 CCR 853. English learners who are in their first 12 months of attending a school in the United States shall be exempted from taking the English language arts assessment to the extent allowed by federal law. (Education Code 60603, 60640; 5 CCR 853)

Formative assessments may be utilized to analyze student performance and appropriately adapt teaching methodologies and instructions.

Language Acquisition Programs

The district shall offer research-based language acquisition programs that are designed to ensure English acquisition as rapidly and as effectively as possible and that provide instruction to students on the state-adopted academic content standards, including the English language development standards. (Education Code 306; 5 CCR 11300)

At a minimum, the district shall offer a structured English immersion program which includes designated and integrated English language development. In the structured English immersion program, nearly all of the classroom instruction shall be provided in English, but with the curriculum and presentation designed for students who are learning English. (Education Code 305-306; 5 CCR 11309)

For the purpose of determining the amount of instruction to be conducted in English in the structured English immersion program, "nearly all" means that all classroom instruction shall be conducted in English except for clarification, explanation, and support as needed.

In addition, language acquisition programs offered by the district may include, but are not limited to, the following: (Education Code 305-306)

1. A dual-language immersion program that provides integrated language learning and academic instruction for native speakers of English and native speakers of another language, with the goals of high academic achievement, first and second language proficiency, and cross-cultural understanding
2. A transitional or developmental program for English learners that provides literacy and academic instruction in English and a student's native language and that enables an English learner to achieve English proficiency and academic mastery of subject matter content and higher order thinking skills, including critical thinking, in order to meet state academic content standards

The district's language acquisition programs for grades K-3 shall comply with class size requirements specified in Education Code 42238.02. (Education Code 310)

In establishing the district's language acquisition programs, the Superintendent or designee shall consult with parents/guardians and the community during the LCAP development process. The Superintendent or designee shall also consult with administrators, teachers, and other personnel with appropriate authorizations and experience in establishing a language acquisition program. (Education Code 305)

At the beginning of each school year or upon a student's enrollment, parents/guardians shall be provided information on the types of language acquisition programs available to students enrolled in the district, including, but not limited to, a description of each program, the process to be followed in making a program selection, identification of any language to be taught in addition to English when the program includes instruction in another language, and the process to request establishment of a language acquisition program. (Education Code 310; 5 CCR 11310)

Whenever a student is identified as an English learner based on the results of the ELPAC, the student's parents/guardians may choose a language acquisition program that best suits their child. To the extent possible, any language acquisition program requested by the parents/guardians of 30 or more students at the school or by the parents/guardians of 20 or more students at any grade level shall be offered by the school. (Education Code 310; 5 CCR 11311)

Until July 1, 2029, the Superintendent or designee may, with Board approval, and as specified in BP 5117 - Interdistrict Attendance, enter into an instruction collaboration agreement (ICA) with another school district, county office of education, or charter school to offer the same or similar courses and coursework to students who have been impacted by teacher shortages, disruptions, or cancellations, or teacher shortages to dual language immersion programs. (Education Code 48345)

Reclassification

When an English learner is determined based on state and district reclassification criteria to have acquired a reasonable level of English proficiency pursuant to Education Code 313 and 52164.6, or upon request by the student's parent/guardian, the student shall be transferred from a language acquisition program into an English language mainstream classroom.

Program Evaluation

To evaluate the effectiveness of the district's educational program for English learners, the Superintendent or designee shall report to the Board, at least annually, regarding:

1. Progress of English learners towards proficiency in English
2. The number and percentage of English learners reclassified as fluent English proficient
3. The number and percentage of English learners who are or are at risk of being classified as long-term English learners in accordance with Education Code 313.1
4. The achievement of English learners on standards-based tests in core curricular areas
5. For any language acquisition program that includes instruction in a language other than English, student achievement in the non-English language in accordance with 5 CCR 11309
6. Progress toward any other goals for English learners identified in the district's LCAP
7. A comparison of current data with data from at least the previous year in regard to items #1-6 above
8. A comparison of data between the different language acquisition programs offered by the district

The Superintendent or designee shall also provide the Board with regular reports from any district or schoolwide English learner advisory committees.

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 11300-11316
5 CCR 11510-11517.5
5 CCR 11517.6-11519.5
5 CCR 853
5 CCR 854.9
Ed. Code 200
Ed. Code 300-340

Description

English learner education
California English Language Development Test
English Language Proficiency Assessments for California
Administration of CAASPP
CAASPP and unlisted resources for students with disabilities
Prohibition of discrimination
English language education for immigrant children

Ed. Code 310
 Ed. Code 313-313.5
 Ed. Code 33050
 Ed. Code 42238.02
 Ed. Code 430-446
 Ed. Code 44253.1-44253.11
 Ed. Code 48345
 Ed. Code 48980
 Ed. Code 48985
 Ed. Code 52052
 Ed. Code 52060-52077
 Ed. Code 52160-52178
 Ed. Code 56305
 Ed. Code 60603
 Ed. Code 60640
 Ed. Code 62002.5

Language acquisition programs
 Assessment of English proficiency
 Nonwaivable provisions
 Local Control Funding Formula
 English Learner and Immigrant Pupil Federal Conformity Act
 Qualifications of teachers of English learners
 Interdistrict instruction collaboration agreements
 Parent/Guardian notifications
 Notices to parents in language other than English
 Accountability; numerically significant student subgroups
 Local control and accountability plan
 Bilingual Bicultural Act of 1976
 CDE manual on English learners with disabilities
 Definition; recently arrived English learner
 California Assessment of Student Performance and Progress
 Continuation of advisory committee after program sunsets

Federal

20 USC 1412
 20 USC 1701-1721
 20 USC 6311
 20 USC 6312
 20 USC 6801-7014
 20 USC 7801
 34 CFR 100.3

Description

State eligibility
 Equal Educational Opportunities Act
 State plan
 Local educational agency plan
 Limited English proficient and immigrant students
 Definition of English learner
 Prohibition of discrimination on basis of race, color or national origin

Management Resources

Attorney General Opinion
 California Department of Education Publication
 California Department of Education Publication
 California Department of Education Publication
 California Department of Education Publication
 California Department of Education Publication
 California Department of Education Publication
 California Department of Education Publication
 California Department of Education Publication
 California Department of Education Publication
 California Department of Education Publication
 California Department of Education Publication
 California Department of Education Publication
 Commission on Teacher Credentialing Publication
 Court Decision
 Court Decision
 Court Decision

Description

83 Ops.Cal.Atty.Gen. 40 (2000)
 English Learner, Federal Program Monitoring Instrument
 Monitoring Reclassified Students, December 2019
 California Practitioners' Guide for Educating English Learners with Disabilities, 2019
 English Language Proficiency Assessments for California Information Guide, August 2022
 California Digital Learning Integration and Standards Guidance, May 2021
 Reclassification Guidance for 2020-21 and Statewide Testing Window Extension, CDE Correspondence, June 14, 2021
 Integrating the CA ELD Standards into K-12 Mathematics and Science Teaching and Learning, December 2015
 Accessibility Resources Matrix, 2022
 Next Generation Science Standards for California Public Schools, Kindergarten through Grade Twelve, rev. March 2015
 English Language Development Standards for California Public Schools: Kindergarten Through Grade Twelve, 2012
 California English Learner Roadmap: Strengthening Comprehensive Educational Policies, Programs and Practices for English Learners, 2017
 Common Core State Standards for Mathematics, 2013
 English Language Arts/English Language Development Framework for California Public Schools: Kindergarten through Grade Twelve, 2014
 Bilingual Authorization Educator Preparation Preconditions, Program Standards, and Bilingual Teaching Performance Expectations, December 2021
 Valeria O. v. Davis (2002) 307 F.3d 1036
 California Teachers Association v. State Board of Education et al. (9th Circuit, 2001) 271 F.3d 1141
 McLaughlin v. State Board of Education (1999) 75 Cal.App.4th 196

<i>Court Decision</i>	<i>Teresa P. et al v. Berkeley Unified School District et al (1989) 724 F.Supp. 698</i>
<i>CSBA Publication</i>	<i>English Learners in Focus, Issue 3: Ensuring High-Quality Staff for English Learners, Governance Brief, July 2016</i>
<i>CSBA Publication</i>	<i>English Learners in Focus, Issue 4: Expanding Bilingual Education in California after Proposition 58, Governance Brief, March 2017</i>
<i>CSBA Publication</i>	<i>English Learners in Focus: The English Learner Roadmap: Providing Direction for English Learner Success, Governance Brief, February 2018</i>
<i>CSBA Publication</i>	<i>English Learners in Focus, Issue 1: Updated Demographic and Achievement Profile of California's English Learners, Governance Brief, September 2016</i>
<i>CSBA Publication</i>	<i>English Learners in Focus, Issue 2: The Promise of Two-Way Immersion Programs, Governance Brief, September 2014</i>
<i>The Education Trust- West Publication</i>	<i>Unlocking Learning: Science as a Lever for English Learner Equity, January 2017</i>
<i>The Education Trust- West Publication</i>	<i>Unlocking Learning II: Math as a Lever for English Learner Equity, March 2018</i>
<i>U.S. Department of Education Publication</i>	<i>English Learners and Title III of the Elementary and Secondary Education Act (ESEA), as Amended by the Every Student Succeeds Act (ESSA), September 2016</i>
<i>U.S. Department of Education Publication</i>	<i>English Learner Tool Kit for State and Local Educational Agencies (SEAs and LEAs), rev. November 2016</i>
<i>U.S. Department of Education Publication</i>	<i>Innovative Solutions for Including Recently Arrived English Learners in State Accountability Systems: A Guide for States, January 2017</i>
<i>U.S. Department of Education Publication</i>	<i>Dear Colleague Letter: English Learner Students and Limited English Proficient Parents, January 7, 2015</i>
<i>Website</i>	<i>California Digital Learning Integration and Standards Guidance</i>
<i>Website</i>	<i>CSBA District and County Office of Education Legal Services</i>
<i>Website</i>	<i>National Clearinghouse for English Language Acquisition</i>
<i>Website</i>	<i>The Education Trust-West</i>
<i>Website</i>	<i>California Department of Education, English Learners</i>
<i>Website</i>	<i>California Association for Bilingual Education</i>
<i>Website</i>	<i>CSBA</i>
<i>Website</i>	<i>U.S. Department of Education</i>

Cross References

<u>Code</u>	<u>Description</u>
0200	Goals For The School District
0415	Equity
0420	School Plans/Site Councils
0460	Local Control And Accountability Plan
0470	COVID-19 Mitigation Plan
1220	Citizen Advisory Committees
3100	Budget
4112.22	Staff Teaching English Learners
4131	Staff Development
4231	Staff Development
4331	Staff Development
5020	Parent Rights And Responsibilities
5117	Interdistrict Attendance
5126	Awards For Achievement
5148	Child Care And Development
5148.3	Preschool/Early Childhood Education
6000	Concepts And Roles
6011	Academic Standards
6020	Parent Involvement
6120	Response To Instruction And Intervention
6141	Curriculum Development And Evaluation

6142.1	<i>Sexual Health And HIV/AIDS Prevention Instruction</i>
6142.2	<i>World Language Instruction</i>
6142.91	<i>Reading/Language Arts Instruction</i>
6151	<i>Class Size</i>
6152.1	<i>Placement In Mathematics Courses</i>
6159	<i>Individualized Education Program</i>
6161.1	<i>Selection And Evaluation Of Instructional Materials</i>
6161.11	<i>Supplementary Instructional Materials</i>
6162.5	<i>Student Assessment</i>
6162.51	<i>State Academic Achievement Tests</i>
6164.5	<i>Student Success Teams</i>
6164.6	<i>Identification And Education Under Section 504</i>
6170.1	<i>Transitional Kindergarten</i>
6171	<i>Title I Programs</i>
6172	<i>Gifted And Talented Student Program</i>
6173	<i>Education For Homeless Children</i>
6173.1	<i>Education For Foster Youth</i>
6173.2	<i>Education Of Children Of Military Families</i>
6175	<i>Migrant Education Program</i>
6190	<i>Evaluation Of The Instructional Program</i>

Policy 6174
adopted: September 17, 2012
revised: February 15, 2024

LAKESIDE UNION SCHOOL DISTRICT
Lakeside, California

EDUCATION FOR ENGLISH LEARNERS**Definitions**

English learner means a student who is age 3-21, who is enrolled or is preparing to enroll in an elementary or secondary school, and whose difficulties in ~~does not~~ speaking, reading, writing, or understanding the English language may be sufficient to deny the student the ability to meet state academic standards, the ability to successfully achieve in classrooms where the language of instruction is English, or the opportunity to participate fully in society. An English learner may include a student who was not born in the United States or whose native language is a language other than English; a student who is Native American or Alaska Native, or a native resident of the outlying areas, who comes from an environment where a language other than English has had a significant impact on the individual's level of English language proficiency; or a student who is migratory, whose native language is a language other than English, and who comes from an environment where a language other than English is dominant. (Education Code 306; 20 USC 7801)

Designated English language development means on the state-adopted English language development standards to assist English learners to develop critical English language skills necessary for academic content learning in English. (5 CCR 11300)

Integrated English language development means instruction in which the state-adopted English language development standards are used in tandem with the state-adopted academic content standards. Integrated English language development includes specially designed academic instruction in English. (5 CCR 11300)

Native speaker of English means a student who has learned and used English at home from early childhood and English has been the primary means of concept formation and communication. (Education Code 306)

Identification and Assessment

Upon enrollment in the district, each student's primary language shall be determined through use of a home language survey. (Education Code 52164.1; 5 CCR 11307)

Any student who is identified as having a primary language other than English as determined by the home language survey, and who has not previously been identified as an English learner by a California public school or for whom there is no record of results from an administration of an English language proficiency test, shall be initially assessed for English proficiency using the English Language Proficiency Assessments for California (ELPAC). (Education Code 313, 52164.1; 5 CCR 11518.5)

Each year after a student is identified as an English learner and until the student is redesignated as English proficient, the summative assessment of the ELPAC shall be administered to the student during a four-month period after January 1 as determined by the California Department of Education. (Education Code 313)

Administration of the ELPAC, including the use of variations and accommodations in test administration when authorized, shall be conducted in accordance with test publisher instructions and 5 CCR 11518.5-11518.35.

The Superintendent or designee shall notify parents/guardians of their child's results on the ELPAC within 30 calendar days following receipt of the results from the test contractor or, if the results are received from the test contractor after the last day of instruction for the school year, within 15 working days of the start of the next school year. (Education Code 52164.1; 5 CCR 11518.15)

The parent/guardian of a student participating in, or identified for participation in, a language instruction program supported by federal Title I or Title III funds shall receive notification of the assessment of the student's English proficiency. Such notice shall be provided not later than 30 calendar days after the beginning of the school year or, if the student is identified for program participation during the school year, within two weeks of the student's placement in the program. The notice shall include all of the following: (Education Code 313.2, 440; 20 USC 6312)

1. The reason for the identification of the student as an English learner and the need for placement in a language acquisition program
2. The level of English proficiency, how the level was assessed, and the status of the student's academic achievement
3. A description of the language acquisition program in which the student is, or will be, participating, including a description of all of the following:
 - a. The methods of instruction used in the program and in other available programs, including how such programs differ in content, instructional goals, and the use of English and a native language in instruction
 - b. The manner in which the program will meet the educational strengths and needs of the student
 - c. The manner in which the program will help the student develop English proficiency and meet age-appropriate academic standards for grade promotion and graduation
 - d. The specific exit requirements for the program, the expected rate of transition from the program into classes not tailored for English learners, and the expected rate of graduation from secondary school if applicable
 - e. Where the student has been identified for special education, the manner in which the program meets the requirements of the student's IEP
4. As applicable, the identification of a student as a long-term English learner or at risk of becoming a long-term English learner, as defined in Education Code 313.1, and the

manner in which the program for English language development instruction will meet the educational strengths and needs of such students and help such students develop English proficiency and meet age-appropriate academic standards

5. Information about the parent/guardian's right to have the student immediately removed from a program upon the parent/guardian's request
6. Information regarding a parent/guardian's option to decline to enroll the student in the program or to choose another program or method of instruction, if available
7. Information designed to assist a parent/guardian in selecting among available programs, if more than one program is offered

Language Acquisition Programs

Whenever parents/guardians of enrolled students, and those enrolled for attendance in the next school year, request that the district establish a specific language acquisition program in accordance with Education Code 310, such requests shall be addressed through the following process: (5 CCR 11311)

1. The school shall make a written record of each request, including any request submitted verbally, that includes the date of the request, the names of the parent/guardian and student making the request, a general description of the request, and the student's grade level on the date of the request. As needed, the school shall assist the parent/guardian in clarifying the request. All requests shall be maintained for at least three years from the date of the request.
2. The school shall monitor requests on a regular basis and notify the Superintendent or designee when the parents/guardians of at least 30 students enrolled in the school, or at least 20 students in the same grade level, request the same or a substantially similar type of language acquisition program. If the requests are for a multilingual program model, the district shall consider requests from parents/guardians of students enrolled in the school who are native English speakers in determining whether this threshold is reached.
3. If the number of parents/guardians described in item #2 is attained, the Superintendent or designee shall:
 - a. Within 10 days of reaching the threshold, notify the parents/guardians of students attending the school, the school's teachers, administrators, and the district's English learner parent advisory committee and parent advisory committee, in writing, of the requests for a language acquisition program
 - b. Identify costs and resources necessary to implement any new language acquisition program, including, but not limited to, certificated teachers with the appropriate authorizations, necessary instructional materials, pertinent professional development for the proposed program, and opportunities for

parent/guardian and community engagement to support the proposed program goals

- c. Within 60 calendar days of reaching the threshold number of parents/guardians described in item #2 above, determine whether it is possible to implement the requested language acquisition program and provide written notice of the determination to parents/guardians of students attending the school, the school's teachers, and administrators
- d. If a determination is made to implement the language acquisition program, create and publish a reasonable timeline of actions necessary to implement the program. If a determination is made that it is not possible to implement the program, provide a written explanation of the reason(s) the program cannot be provided.

The district shall notify parents/guardians at the beginning of each school year or upon the student's enrollment regarding the process to request a language acquisition program, including a dual-language immersion program, for their child. The notice shall also include the following: (5 CCR 11309, 11310)

1. A description of the programs provided, including structured English immersion
2. Identification of any language to be taught in addition to English when the program includes instruction in a language other than English
3. The manner in which the program is designed using evidence-based research and includes both designated and integrated English language development
4. The manner in which the district has allocated sufficient resources to effectively implement the program, including, but not limited to, certificated teachers with the appropriate authorizations, necessary instructional materials, pertinent professional development, and opportunities for parent/guardian and community engagement to support the program goals
5. The manner in which the program will, within a reasonable period of time, lead to language proficiency and achievement of the state-adopted content standards in English and, when the program includes instruction in another language, in that other language
6. The process to request establishment of a language acquisition program not offered at the school
7. For any dual-language immersion program offered, the specific languages to be taught. The notice also may include the program goals, methodology used, and evidence of the proposed program's effectiveness.

The district shall continue to provide additional and appropriate educational services to English language learners for the purposes of overcoming language barriers and academic deficits in other areas of the core curriculum: (5 CCR 11302)

Reclassification/Redesignation

English language learners shall be reclassified as fluent English proficient when they are able to comprehend, speak, read and write English well enough to receive instruction in an English language mainstream classroom and make academic progress at a level substantially equivalent to that of students of the same age or grade whose primary language is English and who are in the regular course of study. (Education Code 52164.6)

The criteria for determining whether an English learner shall be reclassified as fluent English proficient shall include, but not be limited to: : (Education Code 313; 52164.6; 5 CCR 11303)

1. Assessment of English language proficiency using an objective assessment instrument, including, but not limited to, the ELPAC
2. Evaluation by the student's classroom teacher and any other certificated staff with direct responsibility for teaching or placement decisions related to the student, including, but not limited to, a review of the student's curriculum mastery and academic performance
3. Parent/guardian involvement, including:
 - a. Notice to parents/guardians of language reclassification and placement, including a description of the reclassification process and the parent/guardian's opportunity to participate
 - b. Encouragement of parent/guardian participation in the district's reclassification procedure, including seeking parent/guardian opinion and consultation during the reclassification process
 - c. Provision of an interpreter for the parent/guardian, when necessary
4. Comparison of student performance on an objective assessment of basic skills in English against empirically established range of performance in basic skills, based on the performance of English proficient students of the same age, which demonstrates whether the student is sufficiently proficient in English to participate effectively in a curriculum designed for students of the same age whose native language is English

The student's language proficiency assessments, the participants in the reclassification process, and any decisions regarding reclassification shall be retained in the student's of the same age whose native language is English

The Superintendent or designee shall monitor the progress of reclassified students to ensureing their correct classification and placement. (5 CCR 11304)

The Superintendent or designee shall monitor students for at least four years following their reclassification to ensure the students have not prematurely exited, any academic deficit incurred through participation in the English learner program has been remedied, and the students are meaningfully participating in the standard instructional program compared to

students who had never participated in an English learner program. (5 CCR 11304; 20 USC 6841)

Advisory Committees

A school-level English Learners Advisory Committee (ELAC) shall be established when there are more than 20 English learners at the school. Parents/guardians of English learners, elected by parents/guardians of English learners at the school, shall constitute committee membership in at least the same percentage as English learners represent of the total number of students in the school. The school may designate for this purpose an existing school-level advisory committee provided that it meets these criteria for committee membership. (Education Code 52176; 5 CCR 11308)

The ELAC shall be responsible for assisting in the development of a schoolwide needs assessment, recommending ways to make parents/guardians aware of the importance of regular school attendance, and advising the principal and school staff in the development of a detailed master plan for English learners for the individual school and submitting the plan to the Board for consideration for inclusion in the district master plan. (Education Code 52176)

When the district has more than 50 English learners, the Superintendent or designee shall establish a District English Learner Advisory Committee (DELAC), the majority of whose membership shall be composed of parents/guardians of English learners who are not employed by the district. Alternatively, the district may use a subcommittee of an existing districtwide advisory committee on which parents/guardians of English learners have membership in at least the same percentage as English learners represent of the total number of students in the district. (Education Code 52176)

The DELAC shall advise the Board on at least the following tasks:

1. Developing a district master plan of education programs and services for English learners, taking into consideration the school site plans for English learners
2. Conducting a districtwide needs assessment on a school-by-school basis
3. Establishing a district program, goals and objectives for programs and services for English learners
4. Developing a plan to ensure compliance with applicable teacher or aide requirements
5. Administration of the annual language census
6. Reviewing of and commenting on the district's reclassification procedures
7. Reviewing of and commenting on the required written notifications

In order to assist the advisory committee in carrying out their responsibilities, the Superintendent or designee shall ensure that DELAC and ELAC committee members receive appropriate training and materials. This training shall be planned in full consultation with the members. (5 CCR 11308)

LCAP Advisory Committee

When there are at least 15 percent English learners in the district, with at least 50 students who are English learners, a district-level English learner parent advisory committee shall be established to review and comment on the district's local control and accountability plan (LCAP). Such advisory committee shall provide input regarding the district's existing language acquisition programs and language programs, and where possible, the establishment of other such programs, in accordance with BP 0460 - Local Control and Accountability Plan. The committee shall be composed of a majority of parents/guardians of English learners. If the DELAC acts as the ELAC pursuant to Education Code 52063 and 52062, the DELAC shall also review and comment on the development or annual update of the LCAP. (Education Code 52062; 52063; 5 CCR 11301, 15495)

The DELAC may also serve as the LCAP English learner advisory committee.

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: February 15, 2024

Agenda Item:

Enrollment Report Month 5 (12/11/2023 – 1/5/2024)

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

Fiscal Impact (Cost):

Funding Source:

Addresses Emphasis Goal(s):

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

Recommended Action:

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


Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Lisa Davis, Assistant Superintendent



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member _____

LAKESIDE UNION SCHOOL DISTRICT							MONTH 5				12/11/2023 - 1/5/2024			DATE: 2/6/2024
											M5 23/24	M5 22/23		
SCHOOL	TK	K	1	2	3	4	5	6	7	8	TOTAL	TOTAL	VARIANCE	
LAKESIDE FARMS	67	93	99	108	103	92	100				662	638	24	
LAKEVIEW	39	94	96	124	99	111	94				657	656	1	
LEMON CREST	23	65	70	67	66	71	75				437	499	-62	
LINDO PARK	24	56	63	59	71	71	81				425	450	-25	
RIVERVIEW				132	125	130	112				499	523	-24	
WINTER GARDENS	127	118	45								290	307	-17	
LAKESIDE MIDDLE								252	223	197	672	678	-6	
TIERRA DEL SOL								266	218	259	743	711	32	
DREAM ACADEMY	3	9	8	8	5	10	10	7	11	11	82	46	36	
NPS/RTC		1	0	1	0	0	2	1	1	0	6	5	1	
DISTRICT TOTAL	283	436	381	499	469	485	474	526	453	467	4,473	4,513	-40	
YEAR OVER YEAR COMPARISON														
MONTH	AUG M0	AUG M1	SEP M2	OCT M3	NOV M4	DEC M5	JAN M6	FEB M7	MAR M8	APR M9	MAY M10	JUN M11		
2023-2024	4,544	4,543	4,543	4,527	4,517	4,473								
2022-2023	4,566	4,519	4,517	4,535	4,531	4,513	4,543	4,527	4,532	4,528	4,516	4,497		
2021-2022	4,522	4,511	4,515	4,562	4,553	4,529	4,526	4,471	4,482	4,479	4,472	4,466		
2020-2021	4,655	4,674	4,673	4,668	4,665	4,659	4,654	4,659	4,642	4,659	4,661	4,652		
2019-2020	-	4,985	4,986	4,966	4,966	5,042	5,036	5,031	5,036	5,031	5,018	5,015		
2018-2019	-	5,073	5,054	5,054	5,046	5,098	5,110	5,098	5,090	5,081	5,070	5,028		
2017-2018	-	5,164	5,179	5,161	5,153	5,211	5,208	5,183	5,159	5,151	5,135	5,101		
2016-2017	-	5,051	5,039	5,045	5,031	5,103	5,091	5,080	5,059	5,071	5,050	5,023		
2015-2016	-	5,087	5,100	5,083	5,077	5,138	5,124	5,139	5,121	5,107	5,081	5,056		
2014-2015	-	5,003	5,005	4,010	4,992	4,986	5,040	5,008	5,021	5,015	5,006	-		
2013-2014	-	4,835	4,817	4,823	4,825	4,848	4,834	4,790	4,818	4,813	4,790	-		
BARONA INDIAN CHARTER SCHOOL		GRADE	TK/K	1	2	3	4	5	6	7	8	TOTAL		
			16	7	9	11	13	6	10	8	4	84		
RIVER VALLEY CHARTER SCHOOL		GRADE	7	8	9	10	11	12				TOTAL		
			22	34	40	39	45	41				221		

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: Feb. 15, 2024

Agenda Item:

Quarterly Investment Reports, San Diego County Treasury Investment Pool as of quarter ended on December 31, 2023.

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

Reports for disclosure of district investments pursuant to Government Code Section 53646. Exhibit A reports the quarterly cash balance of all district funds invested in the San Diego County Treasury Investment Pool.

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Addresses Emphasis Goal(s):

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

Recommended Action:

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

Originating Department/School: Business Services

Submitted/Recommended By:



Lisa Davis, Assistant Superintendent

Approved for Submission to the Governing Board:



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member _____

Exhibit A

District Superintendent and
Governing Board of the
Lakeside Union School District

**Quarterly Report of Chief Financial Officer
Regarding Disclosure of District Investments**

Pursuant to Government Code Section 53646, you are hereby notified that as of the quarter ended December 31, 2023 the funds of the Lakeside Union School District were invested in the San Diego County Investment Pool Balances by fund shown below:

<i>San Diego County Treasury Investment Pool</i>		<i>\$ 34,744,249.14</i>
<i>0100</i>	General Fund	\$ 22,211,473.33
<i>0800</i>	ASB	\$ 86,121.80
<i>1200</i>	Child Development	\$ 4,327,295.03
<i>1300</i>	Child Nutrition	\$ 4,032,106.87
<i>1500</i>	Pupil Transportation-Equip.	\$ 10,458.20
<i>1742</i>	Special Reserve Other Than Capital Outlay	\$ 254.78
<i>2139</i>	Building Fund (Bond)	\$ 314,777.25
<i>2519</i>	Capital Facilities/Developer Fees	\$ 1,818,781.52
<i>4000</i>	Special Reserves/Capital Projects	\$ 1,942,980.36

Annualized Interest Rate as of 12/31/2023 is 3.691%

All funds received or collected by the Lakeside Union School District are deposited into the County Treasury with the exception of those allowed by Education Code 41002.5 Such exceptions may be deposited in financial institutions whose accounts are federally insured. Examples of such funds for LUSD are ASB funds, cafeteria funds and ESS funds.

I, Lisa Davis, Assistant Superintendent of the Lakeside Union School District, hereby certify that the information contained in this report, including the attachments, is accurate and correct to the best of my knowledge.



Lisa Davis
Assistant Superintendent

2-6-2024

Date

**San Diego County Office of Education
SD County Pool Interest Rate
2023-24 Fiscal Year**

Quarter Ending	Interest Rate	
	Quarterly	Annualized
September 30, 2023	0.8726082%	3.490%
December 31, 2023	0.9730028%	3.892%
March 31, 2024		0.000%
June 30, 2024		0.000%
Annualized Rate		3.691%

Quarterly interest factor x4 = annualized interest rate

Add quarterly interest rates divided by 4 = annualized rate for the year

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 2/15/24

Agenda Item:

Board Policy, Administrative Regulation and Exhibit 1312.2: Complaints Concerning Instructional Materials

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

First Reading: Policy updated to reflect NEW LAW (AB 1078, 2023) which (1) requires the California Department of Education (CDE) to develop, by July 1, 2025, guidance and public educational materials to ensure that all Californians can access information about educational laws and policies that safeguard the right to an accurate and inclusive curriculum, (2) clarifies when it is unlawful discrimination for the Governing Board to refuse to approve the use or prohibit the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or resource in a school library, (3) provides that complaints alleging discrimination related to the use or prohibited use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or resource in a school library may be brought under the district's uniform complaint procedures or may be directly filed with the Superintendent of Public Instruction, as specified, and (4) requires CDE to issue, by July 1, 2025, guidance regarding how to review instructional materials to ensure that they represent diverse perspectives and are culturally relevant. Policy also updated to expand and amend the list of criteria to be considered when instructional or library materials are being challenged; and, to provide that, unless required by law, any challenged material that is reviewed by the district will not be subject to further reconsideration for 12 months.

Regulation updated to provide that for an instructional materials complaint for a nonprinted material the location of the objection be given; include that acknowledgement of receipt of an instructional materials complaint and notification of a review committee's decision be in writing; and, add that staff, in addition to the Superintendent or designee and teacher(s), be notified by the Principal as appropriate when an instructional materials complaint is received. Regulation also updated to delete material in the section "Formal Complaint" related to a request by a parent/guardian who has filed a complaint for the student to be excused from using the challenged material while the complaint is pending; and, move the section "Review Committee" to come before the section "Superintendent Determination" so that it follows chronologically. Additionally, regulation updated to amend the section "Review Committee" to provide that (1) the Superintendent or designee may appoint parents/guardians and students, in addition to administrators and staff from relevant instructional and administrative areas, to serve on the committee, (2) include that the Superintendent or designee may provide training to the review committee to ensure the committee is informed regarding its responsibilities, applicable laws, and Board policies and administrative regulations when reviewing instructional materials, and (3) delete the list of criteria to be considered when instructional materials are being challenged, as this list is provided in the accompanying Board policy.

Exhibit updated to specify that the "Request for Reconsideration of Existing Instructional Materials" form is for use when challenging the content of any existing textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or other resource in a school library. Exhibit also updated to accommodate for digital instructional materials; merge together portions of the form that are content related; and, change from a checklist to an open ended response the portion regarding the complainants preference for what should be done about a challenged instructional material.

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 | |

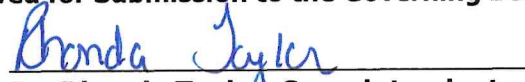
Originating Department/School: Superintendent's Office

Submitted/Recommended By:



Lisa DeRosier, Executive Assistant

Approved for Submission to the Governing Board:



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member: _____

COMPLAINTS CONCERNING INSTRUCTIONAL MATERIALS

The Governing Board uses a comprehensive process to adopt district instructional materials that is based on selection criteria established by law and Board policy and includes opportunities for the involvement of **district staff**, parents/guardians and community members, **and, as appropriate, students**. Complaints concerning the content or use of instructional materials, including textbooks, supplementary instructional materials, library materials, or other instructional materials and equipment, shall be properly and fairly considered using established complaint procedures.

(cf. 6161.1—Selection and Evaluation of Instructional Materials)
(cf. 6161.11—Supplementary Instructional Materials)
(cf. 6163.1—Library Media Centers)

Parents/guardians are encouraged to discuss any concerns regarding instructional materials with their child's teacher and/or the school principal. If the situation remains unresolved, a complaint may be filed using the process specified in the **accompanying** administrative regulation **and exhibit**.

The district shall accept complaints concerning instructional materials only from staff, district residents, or the parents/guardians of children enrolled in a district school. **(Education Code 35160)**

~~When deliberating upon challenged materials, the Superintendent and/or review committee shall consider the educational philosophy of the district, the professional opinions of teachers of the subject and of other competent authorities, reviews of the materials by reputable bodies, the teacher's stated objectives in using the materials, community standards, and the objections of the complainant.~~

~~Complainants are encouraged to accept the Superintendent's or review committee's decision. However, if the complainant finds that decision unsatisfactory, he/she may appeal the decision to the Board.~~

(cf. 9322—Agenda/Meeting Materials)

~~The district's decision shall be based on educational suitability of the materials and the criteria established in Board policy and administrative regulation.~~

(cf. 6144—Controversial Issues)
(cf. 9000—Role of the Board)
(cf. 9005—Governance Standards)

However, a complaint related to the use or prohibited use of any existing textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or other resource in a school library that alleges unlawful discrimination based on a violation of Education Code 243 shall be filed, investigated, and resolved in accordance with Board Policy 1312.3 - Uniform Complaint Procedures.

When deliberating upon challenged materials, the Superintendent, or any designee or committee established by the Superintendent to review the materials, shall consider the degree to which the materials aligned with the criteria for instructional materials as specified in law, Board policy, and administrative regulation. In addition, such deliberations may consider the educational philosophy and vision of the district; the educational suitability of the materials including the manner in which the materials support the curriculum and appropriateness for the student's age; the professional opinions of teachers of the subject and of other competent authorities and/or experts; reviews of the materials by reputable bodies; the stated objectives in using the materials; community standards; the allegations in the complaint, including the extent to which the objections are based on the dislike of ideas contained in the materials; and the impact that keeping or removing the materials would have on student well-being.

The Superintendent, or any designee or committee established by the Superintendent to review the materials, shall not prohibit the continued use of an appropriately adopted textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or other resource in a school library on the basis that it contains inclusive and/or diverse perspectives, as specified in Education Code 243.

If the complainant finds the Superintendent's or review committee's decision unsatisfactory, the complainant may appeal the decision to the Board.

~~When~~ Any challenged instructional material is reviewed by the district, it shall not be subject to further reconsideration for 12 months, unless ~~the Superintendent determines that reconsideration is warranted~~ required by law.

Complaints related to **the** sufficiency of textbooks or instructional materials shall be resolved pursuant to the district's ~~Williams uniform complaint procedure at AR 1312.4~~ as specified in **Administrative Regulation 1312.4 – Williams Uniform Complaint Procedures.**

~~(cf. 1312.1 – Complaints Concerning District Employees)~~

~~(cf. 1312.3 – Uniform Complaint Procedures)~~

~~(cf. 1312.4 – Williams Uniform Complaint Procedures)~~

Legal Reference:

EDUCATION CODE

~~18111 Exclusion of books by governing board~~

~~35010 Control of district; prescription and enforcement of rules~~

~~35186 Williams Uniform Complaint Procedures~~

~~44805 Enforcement of course of studies; use of textbooks, rules and regulations~~

~~51501 Subject matter reflecting on race, color, etc.~~

~~60000-60005 Instructional materials, legislative intent~~

~~60040-60048 Instructional requirements and materials~~

~~60119 Public hearing on sufficiency of materials~~

~~60200-60206 Elementary school materials~~

~~60226 Requirements for publishers and manufacturers~~

~~60400-60411 High school textbooks~~

~~60510-60511 Donation of sale of obsolete instructional materials~~

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PROGRAM ADVISORIES

1002.90 Selection of Instructional Materials, CIL: 90/91-02

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Standards for Evaluation of Instructional Materials with Respect to Social Content, 1986 edition, revised 2001

WEB SITES

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

California Department of Education, Curriculum and Instruction: <http://www.cde.ca.gov/ei>

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 4600-4670

Ed. Code 1240

Ed. Code 18111

Ed. Code 220

Ed. Code 242

Ed. Code 243

Ed. Code 35010

Ed. Code 35160

Ed. Code 35186

Ed. Code 44805

Ed. Code 48907

Ed. Code 48950

Ed. Code 51204.5

Ed. Code 51501

Ed. Code 51511

Ed. Code 51933

Ed. Code 60000-60005

Ed. Code 60040-60052

Ed. Code 60119

Ed. Code 60200-60213

Ed. Code 60226

Ed. Code 60400-60411

Ed. Code 60510-60511

Description

Uniform complaint procedures

County superintendent of schools; duties

Exclusion of books by Governing board that are sectarian, partisan, or denominational character

Prohibition of discrimination

Access to information about educational laws and policies regarding right to accurate and inclusive curriculum

Unlawful discrimination related to the use or prohibited use of textbooks and instructional materials

Control of district; prescription and enforcement of rules

Powers and duties of school boards

Williams uniform complaint procedures

Teacher enforcement of course of studies; use of textbooks, rules and regulations

Exercise of free expression; time, place and manner rules and regulations

Speech and other communication

Social sciences instruction; contributions of specified groups

Nondiscriminatory subject matter

Religious matters properly included in courses of study

Sexual health education and HIV prevention materials

Instructional materials; legislative intent

Requirements for instructional materials

Public hearing on sufficiency of textbooks and instructional materials

Elementary school materials

Requirements for publishers and manufacturers

High school textbooks and instructional materials

Donation or sale of obsolete instructional materials

Management Resources

California Department of Education Publication Instructional Materials, FAQ

California Department of Education Publication Standards for Evaluating Instructional Materials for Social Content, 2013

Website

CSBA District and County Office of Education Legal Services

Website

Department of Justice

Website

California Department of Education, Curriculum and Instruction Resources

Website

CSBA

Website

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

Cross References

Code

0410

Description

Nondiscrimination In District Programs And Activities

<i>1100</i>	<i>Communication With The Public</i>
<i>1250</i>	<i>Visitors/Outsiders</i>
<i>1312.1</i>	<i>Complaints Concerning District Employees</i>
<i>1312.3</i>	<i>Uniform Complaint Procedures</i>
<i>1312.4</i>	<i>Williams Uniform Complaint Procedures</i>
<i>5145.3</i>	<i>Nondiscrimination/Harassment</i>
<i>6000</i>	<i>Concepts And Roles</i>
<i>6141</i>	<i>Curriculum Development And Evaluation</i>
<i>6142.6</i>	<i>Visual And Performing Arts Education</i>
<i>6142.92</i>	<i>Mathematics Instruction</i>
<i>6142.94</i>	<i>History-Social Science Instruction</i>
<i>6143</i>	<i>Courses Of Study</i>
<i>6144</i>	<i>Controversial Issues</i>
<i>6161.1</i>	<i>Selection And Evaluation Of Instructional Materials</i>
<i>6161.11</i>	<i>Supplementary Instructional Materials</i>
<i>6161.2</i>	<i>Damaged Or Lost Instructional Materials</i>
<i>6163.1</i>	<i>Library Media Centers</i>
<i>9000</i>	<i>Role Of The Board</i>
<i>9005</i>	<i>Governance Standards</i>
<i>9012</i>	<i>Board Member Electronic Communications</i>
<i>9200</i>	<i>Limits Of Board Member Authority</i>
<i>9322</i>	<i>Agenda/Meeting Materials</i>

COMPLAINTS CONCERNING INSTRUCTIONAL MATERIALS**Step 1: Informal Complaint**

If a staff member, district resident, or parent/guardian of a student enrolled in a district school has a complaint regarding the content or use of any specific instructional material, ~~he/she~~ **such individual** shall informally discuss the material in question with the principal. **(Education Code 35160)**

Step 2: Formal Complaint

If the complainant is not satisfied with the principal's initial response, ~~he/she~~ **the complainant** shall present a written complaint to the principal. Complaints regarding printed material shall name the author, title, and publisher and shall identify the objection by page and item numbers. In the case of nonprinted material, written information specifying the precise nature of the objection **and location of such material** shall be given. ~~Complainants~~ **In order for the district to reply appropriately, complainants** shall sign all complaints and provide identifying information ~~so that the district is able to make a proper reply.~~ Anonymous complaints will not be accepted.

Upon receiving a complaint, the principal shall ~~acknowledge~~ **provide the complainant with a written acknowledgment** of its receipt and ~~answer~~ **respond to any procedural questions regarding procedure the complainant may have.** The principal ~~then~~ shall **then** notify the Superintendent or designee, ~~and the teacher(s) involved of the complaint and other staff as appropriate.~~

During the investigation of the complaint, the challenged material may remain in use until a final decision has been reached. ~~However, upon request of the parent/guardian who has filed the complaint, his/her child may be excused from using challenged materials until a resolution has been reached. The teacher shall assign the student an alternate material of equal merit.~~

Step 3: Superintendent Determination Review Committee

The Superintendent or designee shall determine whether **to convene** a review committee ~~should be convened~~ to review the complaint.

If the Superintendent or designee determines that a review committee is ~~not~~ necessary, ~~he/she~~ shall ~~issue a decision regarding the complaint.~~

Step 4: Review Committee

If the Superintendent or designee ~~determines that a review committee is necessary,~~ ~~he/she~~ shall appoint a committee composed of administrators and staff members selected from relevant instructional and administrative areas. The Superintendent or designee may also appoint **parents/guardians, students, and** community members, **as appropriate,** to serve on the committee.

The Superintendent or designee may provide training to the review committee shall to ensure that the review committee is informed regarding its responsibilities, the criteria specified in to follow when reviewing instructional materials, and applicable laws, Board policy(ies), and administrative regulations and shall determine the extent to which the challenged material supports the curriculum, the educational appropriateness of the material, and its suitability for the age level of the student.

Within 30 days of being convened, the review committee shall summarize its findings in a written report. The Superintendent or designee shall notify the complainant **in writing** of the committee's decision within 15 days of receiving the committee's report.

~~Step 5: Appeal to the Governing Board~~

~~If the complainant remains unsatisfied, he/she may appeal the Superintendent's or the review committee's decision to the Board. The Board's decision shall be final.~~

~~(cf. 9322 – Agenda/Meeting Materials)~~

Step 4: Superintendent Determination

If the Superintendent or designee determines that a review committee is not necessary, the Superintendent or designee shall, in a timely manner, issue a decision regarding the complaint.

Step 5: Appeal to the Governing Board

If the complainant remains unsatisfied, the complainant may appeal the Superintendent's or review committee's decision to the Board. The Board's decision shall be final.

COMPLAINTS CONCERNING INSTRUCTIONAL MATERIALS

REQUEST FOR RECONSIDERATION OF INSTRUCTIONAL MATERIALS

This form is only for use only by district employees, district residents, or parents/guardians of children enrolled in a district school to challenge the content or use of any existing textbook, instructional material. For complaints regarding sufficiency of supplemental instructional materials, please use the Williams Uniform Complaint Procedure complaint form or other curriculum for classroom instruction, or any book or other resource in a school library.

Date: _____

Name of person filing complaint: _____

Anonymous complaints will not be accepted.

Group represented (if any): _____

Phone: _____ E-mail address, if any: _____

Address: _____

Instructional Material Being Challenged:

Title: _____

Author: _____

Publisher: _____ Date of Edition: _____

Name of school/classroom instructional material was used: _____

1. Please specifically state the nature of your concern or objection and identify your objection by page, **website, webpage and/or link, recording or digital** sequence, video frame, or words, as appropriate. You may use additional pages if necessary.
2. **Was the instructional material of concern Did you read/viewheard/viewed in isolation or was the entire selection read/heard/viewed? If the entire selection was not read/heard/viewed, ?For what age group would you recommend this material?—is your estimate regarding the If not, what percentage did you read/view, or what parts of the amount read/heard/viewed?**

3. What do you feel might be the result ~~is your concern~~ regarding the consequence if a student **hears/reads/views this the instructional** material? **In your assessment, is the instructional material appropriate for the age of the students being taught?**

4. What would you like the school to do about ~~this the instructional~~ material?

- ~~Do not assign it to my child~~
- ~~Withdraw it from all students~~
- ~~Reconsider it~~

Signature of complainant

For District Use:

Request received by: _____ Date: _____

Title: _____

Action taken: _____

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 2/15/24

Agenda Item:

Board Policy and Administrative Regulation 1312.3: Uniform Complaint Procedures

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

First Reading: Policy updated to ensure compliance with the California Department of Education's (CDE) 2023-24 federal program monitoring instrument, and reflect NEW LAW (AB 1078, 2023) which (1) clarifies when it is unlawful discrimination for the Governing Board to refuse to approve the use or prohibit the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or resource in a school library, (2) provides that complaints alleging discrimination related to the use or prohibited use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or resource in a school library may be brought under the district's uniform complaint procedures or may be directly filed with the Superintendent of Public Instruction, as specified, and (3) requires CDE to develop, by July 1, 2025, guidance and public educational materials to ensure that all Californians can access information about educational laws and policies that safeguard the right to an accurate and inclusive curriculum. Policy also updated to reflect that the California Department of Fair Employment and Housing is now called the California Civil Rights Department.

Regulation updated to reference NEW LAW (AB 1078, 2023) which (1) clarifies when it is unlawful discrimination for the Governing Board to refuse to approve the use or prohibit the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or resource in a school library, (2) provides that complaints alleging discrimination related to the use or prohibited use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or resource in a school library may be brought under the district's uniform complaint procedures or may be directly filed with the Superintendent of Public Instruction, as specified, and (3) requires the California Department of Education (CDE) to develop, by July 1, 2025, guidance and public educational materials to ensure that all Californians can access information about educational laws and policies that safeguard the right to an accurate and inclusive curriculum. Regulation also updated to ensure compliance with CDE's 2023-24 federal program monitoring instrument.

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 | |

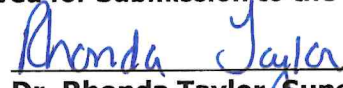
Originating Department/School: Superintendent's Office

Submitted/Recommended By:



Lisa DeRosier, Executive Assistant

Approved for Submission to the Governing Board:



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member: _____

UNIFORM COMPLAINT PROCEDURES

The Governing Board recognizes that the district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs. The Board encourages **the** early resolution of complaints whenever possible. To resolve complaints which may require a more formal process, the Board adopts a uniform system of complaint processes specified in 5 CCR 4600-4670 and the accompanying administrative regulation.

Complaints Subject to UCP

The district's uniform complaint procedures (UCP) shall be used to investigate and resolve complaints regarding the following programs and activities:

1. Accommodations for pregnant and parenting students (Education Code 46015)

(ef. 5146—Married/Pregnant/Parenting Students)

2. Adult education programs (Education Code 8500-8538, 52334.7, 52500-52617)

(ef. 6200—Adult Education)

3. After School Education and Safety programs (Education Code 8482-8484.65)

(ef. 5148.2—Before/After School Programs)

4. Agricultural career technical education (Education Code 52460-52462)

5. Career technical and technical education and career technical and technical training programs (Education Code 52300-52462)

(ef. 6178—Career Technical Education)

(ef. 6178.1—Work-Based Learning)

6. Child care and development programs (Education Code 8200-~~8488~~ 8498)

(ef. 5148—Child Care and Development)

7. Compensatory education (Education Code 54400)

(ef. 6171—Title I Programs)

8. Consolidated categorical aid programs (Education Code 33315; 34 CFR 299.10-299.12)

910. Discrimination, harassment, intimidation, or bullying in district programs and activities, including in those programs or activities funded directly by or that receive or

benefit from any state financial assistance, based on ~~a the~~ person's actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, immigration status, ethnic group identification, age, religion, marital status, pregnancy, parental status, physical or mental disability, medical condition, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or based on the person's association with a person or group with one or more of these actual or perceived characteristics (5 CCR 4610)

(ef. 0410—Nondiscrimination in District Programs and Activities)

(ef. 5145.3—Nondiscrimination/Harassment)

(ef. 5145.7—Sexual Harassment)

(ef. 5145.71—Title IX Sexual Harassment Complaint Procedures)

~~1011.~~ Educational and graduation requirements for students in foster care, ~~homeless~~ students **experiencing homelessness**, students from military families, ~~and~~ students formerly in a juvenile court school, **students who are migratory, and students participating in a newcomer program** (Education Code 48645.7, 48853, 48853.5, 49069.5, 51225.1, 51225.2)

(ef. 6173—Education for Homeless Children)

(ef. 6173.1—Education for Foster Youth)

(ef. 6173.2—Education of Children of Military Families)

(ef. 6173.3—Education for Juvenile Court School Students)

~~112.~~ Every Student Succeeds Act (Education Code 52059.5; 20 USC 6301 et seq.)

~~123.~~ Local control and accountability plan (Education Code 52075)

(ef. 0460—Local Control and Accountability Plan)

~~1314.~~ Migrant education (Education Code 54440-54445)

(ef. 6175—Migrant Education Program)

~~1415.~~ Physical education instructional minutes (Education Code 51210, 51222, 51223)

(ef. 6142.7—Physical Education and Activity)

~~1516.~~ Student fees (Education Code 49010-49013)

(ef. 3260—Fees and Charges)

~~1617.~~ Reasonable accommodations to a lactating student (Education Code 222)

~~1718.~~ Regional occupational centers and programs (Education Code 52300-52334.7)

(ef. 6178.2—Regional Occupational Center/Program)

~~1819.~~ School plans for student achievement as required for the consolidated application for specified federal and/or state categorical funding (Education Code 64001)

(cf. 0420—School Plans/Site Councils)

~~19.~~ School safety plans (Education Code 32280-32289)

(cf. 0450—Comprehensive Safety Plan)

20. School site councils as required for the consolidated application for specified federal and/or state categorical funding (Education Code 65000)

(cf. 0420—School Plans/Site Councils)

21. State preschool programs (Education Code 8207-8225)

(cf. 5148.3—Preschool/Early Childhood Education)

22. State preschool health and safety issues in license-exempt programs (Education Code 8212)

23. Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy

24. Any other state or federal educational program the ~~Superintendent of Public Instruction~~ **SPI** or designee deems appropriate

The Board recognizes that alternative dispute resolution (ADR) can, depending on the nature of the allegations, offer a process to reach a resolution to the complaint that is acceptable to all parties. An ADR process such as mediation may be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. The Superintendent or designee shall ensure that the use of ADR is consistent with state and federal laws and regulations.

The district shall protect all complainants from retaliation. In investigating complaints, the confidentiality of the parties involved shall be protected as required by law. For any complaint alleging retaliation, or unlawful discrimination (such as discriminatory harassment, intimidation or bullying), the Superintendent or designee shall keep the identity of the complainant and/or the subject of the complaint if different from the complainant, confidential when appropriate and as long as the integrity of the complaint process is maintained.

(cf. 4119.23/4219.23/4319.23—Unauthorized Release of Confidential/Privileged Information)

(cf. 5125—Student Records)

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

When an allegation that is not subject to UCP is included in a UCP complaint, the district shall refer the non-UCP allegation to the appropriate staff or agency and shall investigate and, if appropriate, resolve the UCP-related allegation(s) through the district's UCP.

The Superintendent or designee shall provide training to district staff to ensure awareness and knowledge of current law and requirements related to UCP, including the steps and timelines specified in this policy and the accompanying administrative regulation.

~~(cf. 4131—Staff Development)~~

~~(cf. 4231—Staff Development)~~

~~(cf. 4331—Staff Development)~~

The Superintendent or designee shall maintain a record of each complaint and subsequent related actions, including the steps taken during the investigation and all information required for compliance with 5 CCR 4631 and 4633.

~~(cf. 3580—District Records)~~

Non-UCP Complaints

The following complaints shall not be subject to the district's UCP but shall be investigated and resolved by the specified agency or through an alternative process:

1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services, Protective Services Division, or the appropriate law enforcement agency. (5 CCR 4611)

~~(cf. 5141.4—Child Abuse Prevention and Reporting)~~

2. Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services. (5 CCR 4611)
3. Any complaint alleging that a student, while in an education program or activity in which the district exercises substantial control over the context and respondent, was subjected to sexual harassment as defined in 34 CFR 106.30 shall be addressed through the federal Title IX complaint procedures adopted pursuant to 34 CFR 106.44-106.45, as specified in **Administrative Regulation** 5145.71 - Title IX Sexual Harassment Complaint Procedures.
4. Any complaint alleging employment discrimination or harassment shall be investigated and resolved by the district in accordance with the procedures specified in **Administrative Regulation** 4030 - Nondiscrimination in Employment, including the right to file the complaint with the California **Civil Rights** Department of ~~Fair Employment and Housing~~.
5. Any complaint alleging a violation of a state or federal law or regulation related to special education, a settlement agreement related to the provision of a free appropriate public education (FAPE), failure or refusal to implement a due process hearing order to which the district is subject, or a physical safety concern that interferes with the

district's provision of FAPE shall be submitted to the California Department of Education (CDE) in accordance with **Administrative Regulation** 6159.1 - Procedural Safeguards and Complaints for Special Education. (5 CCR 3200-3205)

(cf. 6159.1—Procedural Safeguards and Complaints for Special Education)

6. Any complaint alleging noncompliance of the district's food service program with laws regarding meal counting and claiming, reimbursable meals, eligibility of children or adults, or use of cafeteria funds and allowable expenses shall be filed with or referred to CDE in accordance with **Board Policy** 3555 - Nutrition Program Compliance. (5 CCR 15580-15584)
7. Any allegation of discrimination based on race, color, national origin, sex, age, or disability in the district's food service program shall be filed with or referred to the U.S. Department of Agriculture in accordance with **Board Policy** 3555 - Nutrition Program Compliance. (5 CCR 15582)
8. Any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students teacher vacancies and misassignments shall be investigated and resolved in accordance with **Administrative Regulation** 1312.4 – Williams Uniform Complaint Procedures. (Education Code 35186)

(cf. 1312.4—Williams Uniform Complaint Procedures)

Legal Reference:

EDUCATION CODE

~~200-262.4 Prohibition of discrimination~~

~~8200-8488 Child care and development programs~~

~~8500-8538 Adult basic education~~

~~18100-18203 School libraries~~

~~32280-32289.5 School safety plan, uniform complain procedures~~

~~35186 Williams uniform complaint procedures~~

~~46015 Parental Leave for students~~

~~48645.7 Juvenile court schools~~

~~48853-48853.5 Foster Youth~~

~~48985 Notices in language other than English~~

~~49010-49014 Student fees~~

~~49060-49079 Student records, especially:~~

~~49069.5 Records of foster youth~~

~~49490-49590 Child nutrition programs~~

~~49701 Interstate Compact on Educational Opportunity for Military Children~~

~~51210 Courses of study grades 1-6~~

~~51223 Physical education, elementary schools~~

~~51225.1-51225.2 Foster youth, homeless children, former juvenile court school students, military-connected students, migrant students, and newly arrived immigrant students; course credits; graduation requirements~~

~~51228.1-51228.3 Course periods without educational content~~

~~52059.5 Statewide system of support~~

~~52060-52077 Local control and accountability plan, especially~~

~~52075 Complaint for lack of compliance with local control and accountability plan requirements~~

~~54400-54425 Compensatory education programs~~

54440-54445 Migrant education
54460-54529 Compensatory education programs
59000-59300 Special schools and centers
64000-64001 Consolidated application process
65000-65001 School site councils

GOVERNMENT CODE

11135 Nondiscrimination in programs or activities funded by state
12900-12996 Fair Employment and Housing Act

HEALTH AND SAFETY CODE

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

PENAL CODE

422.55 Hate crime; definition
422.6 Interference with constitutional right or privilege

CODE OF REGULATIONS, TITLE 2

11023 Harassment and discrimination prevention and correction

CODE OF REGULATIONS, TITLE 5

3200-3205 Special education compliance complaints
4600-4670 Uniform complaint procedures
4680-4687 Williams uniform complain procedures
4690-4694 Complaints regarding health and safety issues in license exempt preschool programs
4900-4965 Nondiscrimination in elementary and secondary education programs
15580-15584 Child nutrition programs complaint procedures

UNITED STATES CODE, TITLE 20

1221 Application of laws
1232g Family Educational Rights and Privacy Act
1681-1688 Title IX of the Education Amendments of 1972
6301-6576 Title I Improving the academic achievement of the disadvantaged
6801-7014 Title III language instruction for English Learners and immigrant students

UNITED STATES CODE, TITLE 29

794 Section 504 of Rehabilitation Act of 1973
UNITED STATES CODE, TITLE 42

2000d-2000e-17 Title VI and Title VII Civil Rights Act of 1964, as amended
2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964

6101-6107 Age Discrimination Act of 1975
11431-11435 McKinney Vento Homeless Assistance Act
12101-12213 Title 11 equal opportunity for individuals with disabilities

CODE OF FEDERAL REGULATIONS, TITLE 28

35.107 Nondiscrimination on basis of disability; complaints

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy
100.3 Prohibition of discrimination on basis of race, color or national origin
104.7 Designation of responsible employee for Section 504
106.1-106.82 Nondiscrimination on the basis of sex in education programs, especially:
106.8 Designation of responsible employee and adoption of grievance procedures
106.30 Definitions
106.44 Response to notice of sexual harassment
106.45 Titles IX sexual harassment complaint procedures
110.25 Notification of nondiscrimination on the basis of age

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Sample UCP Board Policies and Procedures

Uniform Complaint Procedure 2021-22 Program Instrument

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Questions and Answers on the Title IX Regulations on Sexual Harassment, July 2021

Part 1: Questions and Answers Regarding the Department's Title IX Regulations, January 2021

Dear Colleague Letter: Responding to Bullying of Students with Disabilities, October 2014

U.S. DEPARTMENT OF JUSTICE PUBLICATIONS

Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 2007-2002

WEB SITES

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

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

California Department of Fair Employment and Housing: <https://www.dfeh.ca.gov>

California Department of Social Services: <https://www.cdss.ca.gov>

Student Privacy Policy Office: <http://www2.ed.gov/about/offices/list/opepd/sppo>

U.S. Department of Agriculture: <https://www.usda.gov>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/ocr>

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

Student Privacy Policy Office: <https://www2.ed.gov/about/offices/list/opepd/sppo>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/ocr>

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

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

2 CCR 11023

5 CCR 15580-15584

5 CCR 3200-3205

5 CCR 4600-4670

5 CCR 4600-4687

5 CCR 4690-4694

5 CCR 4900-4965

Ed. Code 18100-18203

Ed. Code 200-262.4

Ed. Code 32280-32289.5

Ed. Code 35186

Ed. Code 46015

Ed. Code 48645.7

Ed. Code 48853-48853.5

Ed. Code 48985

Ed. Code 49010-49013

Ed. Code 49060-49079

Ed. Code 49069.5

Ed. Code 49490-49590

Ed. Code 49701

Ed. Code 51204.5

Ed. Code 51210

Ed. Code 51222

Ed. Code 51223

Ed. Code 51225.1-51225.2

Ed. Code 51226-51226.1

Ed. Code 51228.1-51228.3

Ed. Code 51501

Ed. Code 52059.5

Ed. Code 52060-52077

Ed. Code 52075

Ed. Code 52300-52462

Description

Harassment and discrimination prevention and correction

Child nutrition programs complaint procedures

Special education compliance complaints

Uniform complaint procedures

Uniform complaint procedures and Williams complaints

Complaints regarding health and safety issues in license-exempt preschool programs

Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance

School libraries

Prohibition of discrimination

School safety plans

Williams uniform complaint procedures

Parental leave for students

Juvenile court schools

Foster youth

Notices to parents in language other than English

Student fees

Student records

Records of foster youth

Child nutrition programs

Provisions of the Interstate Compact on Educational Opportunities for Military Children

Social sciences instruction; contributions of specified groups

Course of study for grades 1-6

Physical education

Physical education; elementary schools

Foster youth, homeless children, former juvenile court school students; course credits; graduation requirements

Career technical education

Course periods without educational content

Nondiscriminatory subject matter

Statewide system of support

Local control and accountability plan

Complaint for lack of compliance with local control and accountability plan requirements

Career technical education

Ed. Code 52500-52617
Ed. Code 54400-54425
Ed. Code 54440-54445
Ed. Code 54460-54529
Ed. Code 59000-59300
Ed. Code 60010
Ed. Code 60040-60052
Ed. Code 64000-64001
Ed. Code 65000-65001
Ed. Code 8200-8488
Ed. Code 8500-8538
Gov. Code 11135
Gov. Code 12900-12996
H&S Code 1596.792
H&S Code 1596.7925
Pen. Code 422.55
Pen. Code 422.6

Federal

20 USC 1221
20 USC 1232g
20 USC 1681-1688

20 USC 6301-6576
20 USC 6801-7014

28 CFR 35.107
29 USC 794
34 CFR 100.3
34 CFR 104.7

34 CFR 106.1-106.82
34 CFR 106.30

34 CFR 106.44
34 CFR 106.45
34 CFR 106.8

34 CFR 110.25
34 CFR 99.1-99.67
42 USC 11431-11435
42 USC 12101-12213
42 USC 2000d-2000d-7
42 USC 2000h-2-2000h-6
42 USC 6101-6107

Management Resources

California Department of Education Publication
California Department of Education Publication
U.S. DOE, Office for Civil Rights Publication

U.S. DOE, Office for Civil Rights Publication

U.S. DOE, Office for Civil Rights Publication

U.S. DOJ Publication

Adult schools
Compensatory education programs
Migrant education
Compensatory education programs
Special schools and centers
Instructional materials; definition
Requirements for instructional materials
Consolidated application process; school plan for student achievement
School site councils
Child care and development programs
Adult basic education
Prohibition of discrimination
Fair Employment and Housing Act
California Child Day Care Act; general provisions and definitions
California Child Day Care Act; health and safety regulations
Definition of hate crime
Crimes; harassment

Description

Application of laws
Family Educational Rights and Privacy Act (FERPA) of 1974
Title IX of the Education Amendments of 1972; discrimination based on sex
Title I Improving the Academic Achievement of the Disadvantaged
Title III language instruction for limited English proficient and immigrant students
Nondiscrimination on basis of disability; complaints
Rehabilitation Act of 1973; Section 504
Prohibition of discrimination on basis of race, color or national origin
Section 504; Designation of responsible employee and adoption of grievances procedures
Nondiscrimination on the basis of sex in education programs
Discrimination on the basis of sex in education programs and activities; definitions
Recipient's response to sexual harassment
Grievance process for formal complaints of sexual harassment
Designation of coordinator; dissemination of policy, and adoption of grievance procedures
Notification of nondiscrimination on the basis of age
Family Educational Rights and Privacy
McKinney-Vento Homeless Assistance Act
Americans with Disabilities Act
Title VI, Civil Rights Act of 1964
Title IX of the Civil Rights Act of 1964
Age Discrimination Act of 1975

Description

Uniform Complaint Procedure 2021-22 Program Instrument
Sample UCP Board Policies and Procedures
Part 1: Questions and Answers Regarding the Department's Title IX Regulations, January 2021
Questions and Answers on the Title IX Regulations on Sexual Harassment, July 2021
Dear Colleague Letter: Responding to Bullying of Students with Disabilities, October 2014
Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 2007

Website
Website
Website
Website
Website
Website
Website
Website
Website
Website
Cross References

CSBA District and County Office of Education Legal Services
Student Privacy Policy Office
U.S. Department of Agriculture
California Department of Social Services
U.S. Department of Justice
California Department of Education
CSBA
U.S. Department of Education, Office for Civil Rights
California Civil Rights Department

Code
0410
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0420.41
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1100
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1312.4
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4112.23
4112.9
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4119.1
4119.11
4119.23
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4212.9
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4219.1
4219.11
4219.23
4231
4244
4312.9
4319.1
4319.11
4319.23
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4344
5116.1
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5125
5131.62
5137

Description
Nondiscrimination In District Programs And Activities
School Plans/Site Councils
Charter School Oversight
Comprehensive Local Plan For Special Education
Comprehensive Safety Plan
Local Control And Accountability Plan
COVID-19 Mitigation Plan
Communication With The Public
District And School Websites
District-Sponsored Social Media
Citizen Advisory Committees
Visitors/Outsiders
Complaints Concerning District Employees
Complaints Concerning Instructional Materials
Williams Uniform Complaint Procedures
Civility
Access To District Records
Fees And Charges
Nutrition Program Compliance
District Records
Nondiscrimination In Employment
Special Education Staff
Employee Notifications
Dismissal/Suspension/Disciplinary Action
Civil And Legal Rights
Sexual Harassment
Unauthorized Release Of Confidential/Privileged Information
Staff Development
Employee Notifications
Dismissal/Suspension/Disciplinary Action
Civil And Legal Rights
Sexual Harassment
Unauthorized Release Of Confidential/Privileged Information
Staff Development
Complaints
Employee Notifications
Civil And Legal Rights
Sexual Harassment
Unauthorized Release Of Confidential/Privileged Information
Staff Development
Complaints
Intradistrict Open Enrollment
Interdistrict Attendance
Student Records
Tobacco
Positive School Climate

5141.22	<i>Infectious Diseases</i>
5141.4	<i>Child Abuse Prevention And Reporting</i>
5144	<i>Discipline</i>
5144.1	<i>Suspension And Expulsion/Due Process</i>
5145.3	<i>Nondiscrimination/Harassment</i>
5145.6	<i>Parent/Guardian Notifications</i>
5145.7	<i>Sexual Harassment</i>
5145.71	<i>Title IX Sexual Harassment Complaint Procedures</i>
5145.9	<i>Hate-Motivated Behavior</i>
5146	<i>Married/Pregnant/Parenting Students</i>
5148	<i>Child Care And Development</i>
5148.2	<i>Before/After School Programs</i>
5148.3	<i>Preschool/Early Childhood Education</i>
6142.1	<i>Sexual Health And HIV/AIDS Prevention Instruction</i>
6142.7	<i>Physical Education And Activity</i>
6145	<i>Extracurricular And Cocurricular Activities</i>
6145.2	<i>Athletic Competition</i>
6146.1	<i>High School Graduation Requirements</i>
6152	<i>Class Assignment</i>
6159	<i>Individualized Education Program</i>
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>
6161.1	<i>Selection And Evaluation Of Instructional Materials</i>
6161.11	<i>Supplementary Instructional Materials</i>
6163.1	<i>Library Media Centers</i>
6164.2	<i>Guidance/Counseling Services</i>
6164.4	<i>Identification And Evaluation Of Individuals For Special Education</i>
6164.5	<i>Student Success Teams</i>
6171	<i>Title I Programs</i>
6173	<i>Education For Homeless Children</i>
6173.1	<i>Education For Foster Youth</i>
6173.2	<i>Education Of Children Of Military Families</i>
6173.3	<i>Education For Juvenile Court School Students</i>
6175	<i>Migrant Education Program</i>
6178	<i>Career Technical Education</i>
6178.1	<i>Work-Based Learning</i>
6178.2	<i>Regional Occupational Center/Program</i>
6200	<i>Adult Education</i>
9000	<i>Role Of The Board</i>
9011	<i>Disclosure Of Confidential/Privileged Information</i>
9012	<i>Board Member Electronic Communications</i>
9124	<i>Attorney</i>
9200	<i>Limits Of Board Member Authority</i>
9321	<i>Closed Session</i>
9322	<i>Agenda/Meeting Materials</i>

UNIFORM COMPLAINT PROCEDURES

Except as may otherwise be specifically provided in other district policies, these uniform complaint procedures (UCP) shall be used to investigate and resolve only the complaints specified in the accompanying Board policy.

(cf. 1312.1—Complaints Concerning District Employees)
(cf. 1312.2—Complaints Concerning Instructional Materials)
(cf. 1312.4—Williams Uniform Complaint Procedures)
(cf. 4030—Nondiscrimination in Employment)

Compliance Officers

The district designates the individual(s), position(s), or unit(s) identified below as responsible for receiving, coordinating, and investigating complaints and for complying with state and federal civil rights laws. The individual(s), position(s), or unit(s) also serve as the compliance officer(s) specified in **Administrative Regulation 5145.3 - Nondiscrimination/Harassment** responsible for handling complaints regarding unlawful discrimination, harassment, intimidation, or bullying and in **Administrative Regulation 5145.7 - Sexual Harassment** for handling complaints regarding sexual harassment.

(cf. 5145.3—Nondiscrimination/Harassment)
(cf. 5145.7—Sexual Harassment)
(cf. 5145.71—Title IX Sexual Harassment Complaints Procedures)

Assistant Superintendent, Education Services
12335 Woodside Avenue, Lakeside, CA 92040
(619) 390-2600
nwinspear@lsusd.net

The compliance officer who receives a complaint may assign another compliance officer to investigate and resolve the complaint. The compliance officer shall promptly notify the complainant and respondent if another compliance officer is assigned to the complaint.

In no instance shall a compliance officer be assigned to a complaint in which the compliance officer has a bias or conflict of interest that would prohibit the fair investigation or resolution of the complaint. Any complaint against a compliance officer or that raises a concern about the compliance officer's ability to investigate the complaint fairly and without bias shall be filed with the Superintendent or designee who shall determine how the complaint will be investigated.

The Superintendent or designee shall ensure that employees assigned to investigate and resolve complaints receive training and are knowledgeable about the laws and programs at issue in the complaints to which they are assigned. Training provided to such employees shall include current state and federal laws and regulations governing the program; applicable processes for investigating and resolving complaints, including those alleging unlawful discrimination, harassment, intimidation, or bullying; applicable standards for reaching decisions on

complaints; and appropriate corrective measures. Assigned employees may have access to legal counsel as determined by the Superintendent or designee.

~~(cf. 4331—Staff Development)~~

~~(cf. 9124—Attorney)~~

The compliance officer or, if necessary, any appropriate administrator shall determine whether interim measures are necessary during an investigation and while the result is pending. If interim measures are determined to be necessary, the compliance officer or the administrator shall consult with the Superintendent, the Superintendent's designee, or, if appropriate, the site principal to implement one or more interim measures. The interim measures shall remain in place until the compliance officer determines that they are no longer necessary or until the district issues its final written decision, whichever occurs first.

Notifications

The district's UCP policy and administrative regulation shall be posted in all district schools and offices, including staff lounges and student government meeting rooms. (Education Code 234.1)

In addition, the Superintendent or designee shall annually provide written notification of the district's UCP, to students, employees, parents/guardians of district students, the district advisory committee, school advisory committees, appropriate private school officials or representatives, and other interested parties. (5 CCR 4622)

~~(cf. 0420—School Plans/Site Councils)~~

~~(cf. 1220—Citizen Advisory Committees)~~

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

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

The notice shall include:

1. A statement that the district is primarily responsible for compliance with federal and state laws and regulations, including those related to prohibition of unlawful discrimination, harassment, intimidation, or bullying against any protected group, and a list of all programs and activities that are subject to UCP as identified in the section "Complaints Subject to UCP" in the accompanying Board policy
2. The title of the position responsible for processing complaints, the identity of the person(s) currently occupying that position if known, and a statement that such persons will be knowledgeable about the laws and programs that they are assigned to investigate
3. A statement that a UCP complaint, except a complaint alleging unlawful discrimination, harassment, intimidation, or bullying, regarding student fees must be filed no later than one year from the date the alleged violation occurred
4. A statement that a UCP complaint alleging unlawful discrimination, harassment, intimidation, or bullying must be filed no later than six months from the date of the

alleged conduct or the date the complainant first obtained knowledge of the facts of the alleged conduct

5. A statement that a student enrolled in a public school shall not be required to pay a fee for participation in an educational activity that constitutes an integral fundamental part of the district's educational program, including curricular and extracurricular activities

(ef. 3260—Fees and Charges)

6. A statement that a complaint regarding student fees or the local control and accountability plan (LCAP) may be filed anonymously if the complainant provides evidence or information leading to evidence to support the complaint

(ef. 0460—Local Control and Accountability Plan)

7. A statement that the district will post a standardized notice of the educational and graduation requirements ~~rights~~ of foster youth, ~~homeless~~ **students experiencing homelessness**, children of military families, and former juvenile court school students now enrolled in the district, **students who are migratory, and students participating in a newcomer program** as specified in Education Code 48645.7, 48853, 48853.5, 49069.5, 51225.1, and 51225.2, and the complaint process

(ef. 6173—Education for Homeless Children)

(ef. 6173.1—Education for Foster Youth)

(ef. 6173.2—Education of Children of Military Families)

(ef. 6173.3—Education for Juvenile Court School Students)

(ef. 6175—Migrant Education Program)

8. A statement that complaints will be investigated in accordance with the district's UCP and a written decision will be sent to the complainant within 60 days from the receipt of the complaint, unless this time period is extended by written agreement of the complainant

9. A statement that, for programs within the scope of the UCP as specified in the accompanying Board policy, the complainant has a right to appeal the district's investigation report to the California Department of Education (CDE) by filing a written appeal, including a copy of the original complaint and the district's decision, within 30 calendar days of receiving the district's decision

10. A statement advising the complainant of any civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal laws prohibiting discrimination laws, harassment, intimidation, or bullying, if applicable

11. A statement that copies of the district's UCP are available free of charge

The annual notification and complete contact information of the compliance officer(s), and information related to Title IX as required pursuant to Education Code 221.61 shall be posted

on the district and district school websites and, may be provided through district-supported social media, if available.

(cf. 1113—District and School Web Sites)

(cf. 1114—District Sponsored Social Media)

The Superintendent or designee shall ensure that all students and parents/guardians, including students and parents/guardians with limited English proficiency, have access to the relevant information provided in the district's policy, regulation, forms, and notices concerning the UCP.

If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's UCP policy, regulation, forms, and notices shall be translated into that language, in accordance with Education Code 234.1 and 48985. In all other instances, the district shall ensure meaningful access to all relevant UCP information for parents/guardians with limited English proficiency.

Filing of Complaints

The complaint shall also be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and a date stamp. If a site administrator not designated as a compliance officer receives a complaint, the site administrator shall notify the compliance officer.

All complaints shall be filed in writing and signed by the complainant. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, district staff shall assist in the filing of the complaint. (5 CCR 4600)

Complaints shall be filed in accordance with the following rules, as applicable:

1. A complaint alleging district violation of applicable state or federal law or regulations governing the programs specified in the accompanying Board policy (item #1 of the section “Complaints Subject to UCP) may be filed by any individual, public agency, or organization. (5 CCR 4600)
2. Any complaint alleging noncompliance with law regarding the prohibition against student fees, deposits, and charges or any requirement related to the LCAP may be filed anonymously if the complaint provides evidence, or information leading to evidence, to support an allegation of noncompliance. A complaint about a violation of the prohibition against the charging of unlawful student fees may be filed with the principal of the school or with the Superintendent or designee.
3. A UCP complaint, except for a UCP complaint alleging unlawful discrimination, harassment, intimidation, or bullying, shall be filed no later than one year from the date the alleged violation occurred. For complaints related to the LCAP, the date of the alleged violation is the date when the County Superintendent of Schools approves the LCAP that was adopted by the Governing Board. (5 CCR 4630)

4. A complaint alleging unlawful discrimination, harassment, intimidation, or bullying, may be filed only by a person who alleges having personally suffered unlawful discrimination, a person who believes that any specific class of individuals has been subjected to unlawful discrimination, or a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying. (5 CCR 4630)
5. A complaint alleging unlawful discrimination, harassment, intimidation, or bullying shall be initiated no later than six months from the date that the alleged unlawful discrimination occurred, or six months from the date that the complainant first obtained knowledge of the facts of the alleged discrimination. The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension. (5 CCR 4630)
6. When a complaint alleging unlawful discrimination, harassment, intimidation, or bullying is filed anonymously, the compliance officer shall pursue an investigation or other response as appropriate, depending on the specificity and reliability of the information provided and the seriousness of the allegation.
7. When a complainant of unlawful discrimination, harassment, intimidation, or bullying or the alleged victim, when not the complainant, requests confidentiality, the compliance officer shall inform the complainant or victim that the request may limit the district's ability to investigate the conduct or take other necessary action. When honoring a request for confidentiality, the district shall nevertheless take all reasonable steps to investigate and resolve/respond to the complaint consistent with the request.

Mediation

Within three business days after receiving the complaint, the compliance officer may informally discuss with all the parties the possibility of using mediation to resolve the complaint. Mediation shall be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving an allegation of a sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. If the parties agree to mediation, the compliance officer shall make all arrangements for this process.

Before initiating the mediation of a complaint alleging retaliation, unlawful discrimination, harassment, intimidation, or bullying), the compliance officer shall ensure that all parties agree permit the mediator access to all relevant confidential information. The compliance officer shall also notify all parties of the right to end the informal process at any time.

If the mediation process does not resolve the problem within the parameters of law, the compliance officer shall proceed with an investigation of the complaint.

The use of mediation shall not extend the district's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time. If mediation

is successful and the complaint is withdrawn, then the district shall take only the actions agreed to through the mediation. If mediation is unsuccessful, the district shall then continue with subsequent steps specified in this administrative regulation.

Investigation of Complaint

~~Within 10 business days after the compliance officer receives the complaint,~~ The compliance officer shall begin an investigation into the complaint **within 10 business days of receiving the complaint.**

Within one business day of initiating the investigation, the compliance officer shall provide the complainant and/or the complainant's representative with the opportunity to present the information contained in complaint to the compliance officer and shall notify the complainant and/or representative of the opportunity to present the compliance officer with any evidence, or information leading to evidence, to support the allegations in the complaint. Such evidence or information may be presented at any time during the investigation.

In conducting the investigation, the compliance officer shall collect all available documents and review all available records, notes, or statements related to the complaint, including any additional evidence or information received from the parties during the course of the investigation. The compliance officer shall individually interview all available witnesses with information pertinent to the complaint, and may visit any reasonably accessible location where the relevant actions are alleged to have taken place. At appropriate intervals, the compliance officer shall inform the parties of the status of the investigation.

To investigate a complaint alleging retaliation, unlawful discrimination, harassment, intimidation, or bullying), the compliance officer shall interview the alleged victim(s), any alleged offender(s), and other relevant witnesses privately, separately, and in a confidential manner. As necessary, additional staff or legal counsel may conduct or support the investigation.

A complainant's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or any other obstruction of the investigation may result in the dismissal of the complaint because of a lack of evidence to support the allegation.

Refusal by the district to provide the investigator with access to records and/or information related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or any other obstruction of the investigation may result in a finding based on evidence collected that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

Timeline for Investigation Report

Unless extended by written agreement with the complainant, the compliance officer shall prepare and send to the complainant, a written report, as described in the section "Final Written Decision" below, within 60 calendar days of the district's receipt of the complaint. (5 CCR 4631)

For any complaint alleging unlawful discrimination, harassment, intimidation, ~~and~~ **or** bullying, the respondent shall be informed of any extension of the timeline agreed to by the complainant.

Investigation Report

For all complaints, the district's investigation report shall include: (5 CCR 4631)

1. The findings of fact based on the evidence gathered
2. A conclusion providing a clear determination for each allegation as to whether the district is in compliance with the relevant law
3. Corrective action(s) whenever the district finds merit in the complaint, including, when required by law, a remedy to all affected students and parents/guardians and, for a student fees complaint, a remedy that complies with Education Code 49013 and 5 CCR 4600
4. Notice of the complainant's right to appeal the district's investigation report to CDE, except when the district has used the UCP to address a complaint not specified in 5 CCR 4610
5. Procedures to be followed for initiating an appeal to CDE

The investigation report may also include follow-up procedures to prevent recurrence or retaliation and for reporting any subsequent problems.

In consultation with district legal counsel, information about the relevant part of an investigation report may be communicated to a victim who is not the complainant and to other parties who may be involved in implementing the investigation report or are affected by the complaint, as long as the privacy of the parties is protected. In a complaint alleging unlawful discrimination, harassment, intimidation, ~~and~~ **or** bullying, notice of the investigation report to the alleged victim shall include information about any sanction to be imposed upon the respondent that relates directly to the alleged victim.

If the complaint involves a limited-English-proficient (LEP) student or parent/guardian, then the district's response, if requested by the complainant, and the investigation report shall be written in English and the primary language in which the complaint was filed.

For complaints alleging unlawful discrimination, harassment, intimidation, and bullying, based on state law the investigation report shall also include a notice to the complainant that:

1. The complainant may pursue available civil law remedies outside of the district's complaint procedures, including, but not limited to, injunctions, restraining orders or other remedies or orders, 60 calendar days after the filing of an appeal with CDE. (Education Code 262.3)
2. The 60 days moratorium does not apply to complaints seeking injunctive relief in state

courts or to discrimination complaints based on federal law. (Education Code 262.3)

3. Complaints alleging discrimination based on race, color, national origin, sex, gender, disability, or age may also be filed with the U.S. Department of Education, Office for Civil Rights at www.ed.gov/ocr within 180 days of the alleged discrimination.

Corrective Actions

When a complaint is found to have merit, the compliance officer shall adopt any appropriate corrective action permitted by law. Appropriate corrective actions that focus on the larger school or district environment may include, but are not limited to, actions to reinforce district policies, training for faculty, staff, and students, updates to school policies, or school climate surveys.

(cf. 5137—Positive School Climate)

For complaints involving retaliation or unlawful discrimination, harassment, intimidation, or bullying), appropriate remedies that may be offered to the victim but not communicated to the respondent may include, but are not limited to, the following:

1. Counseling

(cf. 6164.2—Guidance/Counseling Services)

2. Academic support
3. Health services
4. Assignment of an escort to allow the victim to move safely about campus
5. Information regarding available resources and how to report similar incidents or retaliation
6. Separation of the victim from any other individuals involved, provided the separation does not penalize the victim
7. Restorative justice
8. Follow-up inquiries to ensure that the conduct has stopped and there has been no retaliation

For complaints of retaliation, unlawful discrimination, harassment, intimidation, or bullying) involving a student as the respondent, appropriate corrective actions that may be provided to the student include, but are not limited to, the following:

1. Transfer from a class or school as permitted by law
2. Parent/guardian conference

3. Education regarding the impact of the conduct on others
4. Positive behavior support
5. Referral to a student success team

(~~cf. 6164.5—Student Success Teams~~)

6. Denial of participation in extracurricular or co-curricular activities or other privileges as permitted by law

(~~cf. 6145—Extracurricular and Co-curricular Activities~~)

7. Disciplinary action, such as suspension or expulsion, as permitted by law

(~~cf. 5144—Discipline~~)

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

When an employee is found to have committed retaliation or unlawful discrimination, harassment, intimidation, or bullying), the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

(~~cf. 4118—Dismissal/Suspension/Disciplinary Action~~)

(~~cf. 4218—Dismissal/Suspension/Disciplinary Action~~)

The district may also consider training and other interventions for the larger school community to ensure that students, staff, and parents/guardians understand the types of behavior that constitute unlawful discrimination, harassment, intimidation, or bullying), that the district does not tolerate it, and how to report and respond to it.

When a complaint is found to have merit, an appropriate remedy shall be provided to the complainant or other affected person.

However, if a complaint alleging noncompliance with the laws regarding student fees, deposits, and other charges, physical education instructional minutes, courses without educational content, or any requirement related to the LCAP is found to have merit, the district shall provide a remedy to all affected students and parents/guardians subject to procedures established by regulation of the State Board of Education. (Education Code 49013, 51222, 51223, 51228.3, 52075)

For complaints alleging noncompliance with the laws regarding student fees, the district, by engaging in reasonable efforts, shall attempt in good faith to identify and fully reimburse all affected students and parents/guardians who paid the unlawful student fees within one year prior to the filing of the complaint. (Education Code 49013; 5 CCR 4600)

Appeals to the California Department of Education

Any complainant who is dissatisfied with the district's investigation report on a complaint regarding any specified federal or state educational program subject to UCP may file an appeal

In order to identify appropriate subjects of CSPP health and safety issues pursuant to Health and Safety Code 1596.7925, a notice shall be posted in each license-exempt CSPP classroom in the district notifying parents/guardians, students, and teachers of the health and safety requirements of Title 5 regulations that apply to CSPP programs pursuant to Health and Safety Code 1596.7925 and the location at which to obtain a form to file any complaint alleging noncompliance with those requirements. For this purpose, the Superintendent or designee may download and post a notice available from the CDE website. (Education Code 8212; 5 CCR 4691)

The district's annual UCP notification distributed pursuant to 5 CCR 4622 shall clearly indicate which of its CSPP programs are operating as exempt from licensing and which CSPP programs are operating pursuant to requirements under Title 22 of the Code of Regulations. (5 CCR 4691)

Any complaint regarding specified health or safety issues in a license-exempt CSPP program shall be filed with the preschool program administrator or designee, and may be filed anonymously. The complaint form shall specify the location for filing the complaint, contain a space to indicate whether the complainant desires a response to the complaint, and allow a complainant to add as much text as desired to explain the complaint. (Education Code 8212; 5 CCR 4690)

If it is determined that the complaint is beyond the authority of the preschool program administrator, the matter shall be forwarded to the Superintendent or designee in a timely manner, not to exceed 10 working days, for resolution. The preschool administrator or the Superintendent or designee shall make all reasonable efforts to investigate any complaint within their authority. (Education Code 8212; 5 CCR 4692)

Investigation of a complaint regarding health or safety issues in a license-exempt CSPP program shall begin within 10 days of receipt of the complaint. (Education Code 8212; 5 CCR 4692)

The preschool administrator or designee shall remedy a valid complaint within a reasonable time period not to exceed 30 working days from the date the complaint was received. If the complainant has indicated on the complaint form a desire to receive a response to the complaint, the preschool administrator or Superintendent's designee shall, within 45 working days of the initial filing of the complaint, report the resolution of the complaint to the complainant and CDE's assigned field consultant. If the preschool administrator makes this report, the information shall be reported at the same time to the Superintendent or designee. (Education Code 8212; 5 CCR 4692)

If a complaint regarding health or safety issues in a license-exempt CSPP program involves an LEP student or parent/guardian, then the district's response, if requested by the complainant, and the investigation report shall be written in English and the primary language in which the complaint was filed.

If a complainant is not satisfied with the resolution of a complaint, the complainant has the right to describe the complaint to the Board at a regularly scheduled hearing and, within 30

days of the date of the written report, may file a written appeal of the district's decision to the Superintendent of Public Instruction in accordance with 5 CCR 4632. (Education Code 8212; 5 CCR 4693, 4694)

All complaints and responses are public records. (5 CCR 4690)

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

On a quarterly basis, the Superintendent or designee shall report summarized data on the nature and resolution of all CSPP health and safety complaints, including the number of complaints by general subject area with the number of resolved and unresolved complaints, to the Board at a regularly scheduled Board meeting and to the County Superintendent. (5 CCR 4693)

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 2/15/24

Agenda Item:

Board Policy 3312: Contracts

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

Adoption: Policy updated to reflect NEW LAW (SB 1439, 2022) related to conflict of interest from campaign contributions and NEW LAW (SB 34, 2022) related to bribery of a public official, and include a general statement requiring Governing Board members and district employees who are involved in the making of contracts on behalf of the district to comply with the district's conflict of interest policy.

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Recommended Action:

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

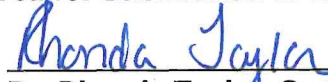
Originating Department/School: Superintendent's Office

Submitted/Recommended By:



Lisa DeRosier, Executive Assistant

Approved for Submission to the Governing Board:



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member: _____



Business and Noninstructional Operations

BP 3312(a)

CONTRACTS

The Governing Board recognizes its responsibility to enter into contracts on behalf of the district for the acquisition of equipment, supplies, services, and other resources necessary for the achievement of district goals. In exercising this authority to enter into a contract, the Board shall ensure that the district's interest is protected and that the terms of the contract conform to applicable legal standards, including the bidding requirements in Public Contract Code 20111.

- ~~(cf. 2121—Superintendent's Contract)~~
- ~~(cf. 3311—Bids)~~
- ~~(cf. 3311.1—Uniform Public Construction Cost Accounting Procedures)~~
- ~~(cf. 3311.3—Design-Build Contracts)~~
- ~~(cf. 3311.4—Procurement of Technological Equipment)~~
- ~~(cf. 4312.1—Contracts)~~
- ~~(cf. 9124—Attorney)~~

In addition, Board members and district employees involved in the making of contracts on behalf of the district shall comply with the district's conflict of interest policy as specified in Board Bylaw 9270 – Conflict of Interest.

~~The Board hereby delegates to the Superintendent or Assistant Superintendent of Business Services, the authority to enter into contracts on behalf of the district with the following guidelines:~~

~~The Superintendent may enter into contracts of no more than \$5,000 on his/her own authority.~~

~~To be valid or to constitute an enforceable obligation against the district, all such contracts must be approved and/or ratified by the Board.~~

- ~~(cf. 3300—Expenditures and Purchases)~~
- ~~(cf. 3314—Payment for Goods and Services)~~

The Board may, by a majority vote, delegate to the Superintendent or designee the authority to enter into contracts on behalf of the district. To be valid or to constitute an enforceable obligation against the district, all such contracts must be approved and/or ratified by the Board. (Education Code 17604)

- ~~(cf. 3300—Expenditures and Purchases)~~
- ~~(cf. 3314—Payment for Goods and Services)~~

Every contract entered into on behalf of the district shall be made available for public inspection, except when the law prohibits disclosure. No contract shall prohibit a district employee from disparaging the goods or services of any contracting party.

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

Contracts for Non-Nutritious Foods or Beverages

The district shall not enter into or renew a contract for the sale of foods that do not meet the nutritional standards specified in Education Code 49431-49431.7, 5 CCR 15500-15501 or 15575-15578, or 7 CFR 210.11 or 220.12, unless the contract specifies that such sale will occur off campus or outside the time restriction specified in the applicable law. (Education Code 49431, 49431.2)

~~(cf. 3554—Other Food Sales)~~

~~(cf. 3555—Nutrition Program Compliance)~~

Before the district enters into or renews a contract that grants exclusive or nonexclusive advertising or sale of carbonated beverages, non-nutritious beverages, or non-nutritious foods as defined in law, the Board shall ensure that the district has sufficient internal controls in place to protect the integrity of public funds and to ensure that funds raised as a result of the contract benefit public education. (Education Code 35182.5)

The Superintendent or designee shall develop the district's internal control procedures to protect the integrity of public funds. Such internal controls may include but not be limited to the following:

1. Procedures that produce accurate and reliable financial statements and, at the same time, safeguard the assets, financial resources, and integrity of every employee responsible for handling money or property. Control systems shall be systematically evaluated and revised to keep pace with the changing responsibilities of management.

~~(cf. 3100—Budget)~~

~~(cf. 3400—Management of District Assets/Accounts)~~

~~(cf. 3460—Financial Reports and Accountability)~~

2. Procedures to ensure that district personnel do not handle cash or product at the school site. The contract shall specify that the vendor stock the machines and shall provide cash accounting, along with a check, for district proceeds directly to the control office.

To ensure that funds raised by the contract benefit district schools and students:

1. The Superintendent or designee may invite parents/guardians, students, staff, and interested community members to make recommendations regarding the contract, including recommendations as to how the funds will be spent in a manner that benefits public education.

~~(cf. 1220—Citizen Advisory Committees)~~

2. Prior to ratifying the contract, the Board shall designate the specific program and activities that will be funded by the proceeds of the contract and consider how the contract reflects the district's vision and goals.

~~(cf. 1230—School Connected Organizations)~~

~~(cf. 1231—Solicitation of Funds from and by Students)~~

3. The contract shall specify that the contractor report, on a quarterly basis, to the Superintendent or designee the number of food items or beverages sold within the district and the amount of money raised by the sales. The Superintendent or designee shall report these amounts to the Board on a regular basis.
4. The Superintendent or designee shall ensure that the contract does not limit the ability of student and parent organizations to plan and operate fund-raising activities.

~~(cf. 1230—School Connected Organizations)~~
~~(cf. 1321—Solicitation of Funds from and by Students)~~

Any contract for the sale or advertisement of non-nutritious foods or carbonated or non-nutritious beverages shall be entered into on a competitive bid basis pursuant to Public Contract Code 20111 or through the issuance of a Request for Proposal. (Education Code 35182.5)

The Board shall not enter into or renew any contract that grants exclusive or nonexclusive advertising or sale of carbonated beverages, non-nutritious beverages, ~~or on~~ non-nutritious food until parents/guardians, students, and members of the public have had an opportunity to comment on the contract at a public hearing held during a regularly scheduled Board meeting or as otherwise authorized by Education Code 35182.5. The Board shall clearly, and in a manner recognizable to the general public, identify in the agenda the contract to be discussed at the meeting. (Education Code 35182.5)

~~(cf. 9322—Agendas/Meeting Materials)~~
~~(cf. 9323—Meeting Conduct)~~

The public hearing shall include but not be limited to a discussion of the nutritional value of food and beverages sold within the district; the availability of fresh fruit, vegetables, and grains in school meals and snacks, including locally grown and organic produce; the amount of fat, sugar, and additives in the foods and beverages discussed; and barriers to student participation in school breakfast and lunch programs. (Education Code 35182.5)

~~(cf. 5030—Student Wellness)~~

The contract shall be accessible to the public and may not include a confidentiality clause that would prevent the district or a district school from making any part of the contract public. (Education Code 35182.5)

Contracts for Electronic Products or Services

The Board shall not enter into a contract for electronic products or services that requires the dissemination of advertising to students, unless the Board: (Education Code 35182.5)

1. Enters into the contract at a noticed, public hearing of the Board.

~~(cf. 9320—Meetings and Notices)~~

2. Makes a finding that the electronic product or service is or would be an integral component of the education of students.

~~(cf. 0440—District Technology Plan)~~

3. Makes a finding that the district cannot afford to provide the electronic product or service unless it contracts to permit dissemination of advertising to students.

~~(cf. 1325—Advertising and Promotion)~~

4. As part of the district's normal, ongoing communication to parents/guardians, provides written notice that the advertising will be used in the classroom or other learning center.
5. Offers parents/guardians the opportunity to request in writing that their child not be exposed to the program that contains the advertising. Any request shall be honored for the school year in which it is submitted, or longer if specified, but may be withdrawn by the parents/guardians at any time.

Contracts for Digital Storage and Maintenance of Student Records

The district may enter into or renew a contract with a third party for the purpose of providing services, including cloud-based services, for the digital storage, management, and retrieval of student records and/or to provide digital educational software that authorizes a third-party provider of digital educational software to access, store, and use student records. For these purposes, student records include any information maintained by the district that is directly related to a student and any information acquired directly from the student through the use of instructional software or applications assigned to the student by a teacher or other district employee, and do not include de-identified information. (Education Code 49073.1)

~~(cf. 5125—Student Records)~~

Any such contract shall contain all of the following: (Education Code 49073.1)

1. A statement that student records continue to be the property of and under the control of the district
2. If applicable, a description of the means by which students may retain possession and control of their own student-generated content, as defined in Education Code 49073.1, including options by which a student may transfer student-generated content to a personal account
3. A prohibition against the third party using any information in the student record for any purpose other than those required or specifically permitted by the contract
4. A description of the procedures by which a parent/guardian or a student age 18 years or older may review personally identifiable information in the student's records and correct erroneous information
5. A description of the actions the third party will take, including the designation and training of responsible individuals, to ensure the security and confidentiality of student records

6. A description of the procedures for notifying the affected parent/guardian, or the affected student if age 18 years or older, in the event of an unauthorized disclosure of the student's records
7. A certification that a student's records shall not be retained or available to the third party upon completion of the terms of the contract and a description of how that certification will be enforced, except that these requirements shall not apply to student-generated content if the student chooses to establish or maintain an account with the third party for the purpose of storing that content
8. A description of how the district and the third party will jointly ensure compliance with the federal Family Educational Rights and Privacy Act, 20 USC 1232g
9. A prohibition against the third party using personally identifiable information in student records to engage in targeted advertising

Contracts for Electronic Products or Services

The Board shall not enter into a contract for electronic products or services that requires the dissemination of advertising to students, unless the Board: (Education Code 35182.5)

- 1. Enters into the contract at a noticed, public hearing of the Board.**
- 2. Makes a finding that the electronic product or service is or would be an integral component of the education of students.**
- 3. Makes a finding that the district cannot afford to provide the electronic product or service unless it contracts to permit dissemination of advertising to students.**
- 4. As part of the district's normal, ongoing communication to parents/guardians, provides written notice that the advertising will be used in the classroom or other learning center.**
- 5. Offers parents/guardians the opportunity to request in writing that their child not be exposed to the program that contains the advertising. A request shall be honored for the school year in which it is submitted, or longer if specified, but may be withdrawn by the parents/guardians at any time.**

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- 2. If applicable, a description of the means by which students may retain possession and control of their own student-generated content, as defined in Education Code 49073.1, including options by which a student may transfer student-generated content to a personal account**
- 3. A prohibition against the third party using any information in the student record for any purpose other than those required or specifically permitted by the contract**
- 4. A description of the procedures by which a parent/guardian or a student age 18 years or older may review personally identifiable information in the student's records and correct erroneous information**
- 5. A description of the actions the third party will take, including the designation and training of responsible individuals, to ensure the security and confidentiality of student records**
- 6. A description of the procedures for notifying the affected parent/guardian, or the affected student if age 18 years or older, in the event of an unauthorized disclosure of the student's records**
- 7. A certification that a student's records shall not be retained or available to the third party upon completion of the terms of the contract and a description of how that certification will be enforced, except that these requirements shall not apply to student-generated content if the student chooses to establish or maintain an account with the third party for the purpose of storing that content**
- 8. A description of how the district and the third party will jointly ensure compliance with the federal Family Educational Rights and Privacy Act, 20 USC 1232g**
- 9. A prohibition against the third party using personally identifiable information in student records to engage in targeted advertising**

Contracts for Personal Services

In order to achieve cost savings, the district may enter into or renew a contract for any personal service that is currently or customarily performed by classified employees, if the contract does not displace school district employees and meets other conditions specified in Education Code 45103.1. To enter into or renew such a contract, the Board shall ensure that the district meets the numerous conditions specified in Education Code 45103.1.

In addition, the district may enter into or renew any contract for personal service without meeting the conditions described above, if any of the following conditions exists: (Education Code 45103.1)

1. The contract is for new district functions and the Legislature has specifically mandated or authorized the performance of the work by independent contractors
2. The services contracted are not available within the district, cannot be performed satisfactorily by district employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the district
3. The services are incidental to a contract for the purchase or lease of real or personal property, including, but not be limited to, agreements to service or maintain office equipment or computers that are leased or rented
4. The district's policy, administrative, or legal goals and purposes cannot be accomplished through the utilization of persons selected pursuant to the regular or ordinary district hiring process
5. The nature of the work is such that the criteria for emergency appointments, as defined in Education Code 45103.1, apply
6. The contractor will provide equipment, materials, facilities, or support services that could not feasibly be provided by the district in the location where the services are to be performed

The services are of such an urgent, temporary, or occasional nature that the delay that would result from using the district's regular or ordinary hiring process would frustrate their very purpose

Legal Reference:

EDUCATION CODE

~~200-262.4 Prohibition of discrimination on the basis of sex~~

~~14505 Provisions required in contracts for audits~~

~~17595-17606 Contracts~~

~~35182.5 Contract prohibitions~~

~~45103.5 Contracts for management consulting service related to food service~~

~~49431-49431.5 Nutritional standards~~

CODE OF CIVIL PROCEDURE

~~685.010 Rate of interest~~

GOVERNMENT CODE

~~12990 Nondiscrimination and compliance employment programs~~

~~53260 Contract provision re maximum cash settlement~~

~~53262 Ratification of contracts with administrative officers~~

LABOR CODE

~~1775 Penalties for violations~~

~~1810-1813 Working hours~~

PUBLIC CONTRACT CODE

~~1102 Definition of emergency~~

~~4100-4114 Subletting and subcontracting fair practices~~

~~7104 Contracts for excavations; discovery of hazardous waste~~

~~7106 Noncollusion affidavit~~

~~20104.50 Construction Progress Payments~~
~~20110-20118.4 Local Agency Public Construction Act; school districts~~
~~20111 Contracts over \$50,000; contracts for construction; award to lowest responsible bidder~~
~~22000-22020 California Uniform Construction Cost Accounting Commission~~
~~22300 Performance retentions~~
~~22030-22045 Alternative procedures for public projects (UPCCAA), especially:~~
~~22032 Applicability of procedures based on amount of project~~
~~22034 Informal bidding procedure~~
~~22035 Emergency need for repairs or replacement~~
~~22037-22038 Formal bidding procedures for projects exceeding \$175,000~~
~~22050 Alternative emergency procedures~~
~~UNITED STATES CODE, TITLE 20~~
~~1681-1688 Title IX, discrimination~~

Management Resources:

CSBA PUBLICATIONS

Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. 2005

WEB SITES

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

California Association of School Business Officials: <http://www.casbo.org>

California Uniform Construction Cost Accounting Commission:

http://www.seo.ca.gov/ard_cuccac.html

CALIFORNIA UNIFORM CONSTRUCTION COST ACCOUNTING COMMISSION PUBLICATIONS

Cost Accounting Policies and Procedures Manual

Frequently Asked Questions

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 15500

5 CCR 15501

5 CCR 15575-15578

Ed. Code 14505

Ed. Code 17250.10-17250.55

Ed. Code 17595-17606

Ed. Code 200-262.4

Ed. Code 35182.5

Ed. Code 45103.1

Ed. Code 45103.5

Ed. Code 49073.1

Ed. Code 49431-49431.7

Gov. Code 12990

Gov. Code 53260

Gov. Code 53262

Gov. Code 84308

Lab. Code 1775

Lab. Code 1810-1813

Pub. Cont. Code 20104.50

Pub. Cont. Code 20111

Pub. Cont. Code 22300

Pub. Cont. Code 4100-4114

Pub. Cont. Code 6102

Pub. Cont. Code 7104

Pub. Cont. Code 7106

Federal

Description

Food sales in elementary schools

Food sales in high schools and junior high schools

Requirements for foods and beverages outside the federal meals program

Provisions required in contracts for audits

Design-build contracts

Contracts

Prohibition of discrimination

Contracts for advertising

Personal services contracts

Contracts for management consulting services; restrictions

Contract requirements for digital storage, maintenance and retrieval of student records

Nutritional standards

Nondiscrimination and compliance employment programs

Contract provision re maximum cash settlement

Employment contracts

Campaign disclosure

Penalties for violations

Working hours

Timely progress payments

Contracts over \$50,000; contracts for construction; award to lowest responsible bidder

Performance retentions

Subletting and subcontracting fair practices

Awarding of contracts

Contracts for excavations; discovery of hazardous waste

Noncollusion affidavit

Description

20 USC 1232g
20 USC 1681-1688

7 CFR 210.1-210.33
7 CFR 220.1-220.21

Management Resources

CSBA Publication

CSBA Publication

Website

Website

Website

Cross References

Code

0100
0200
0440
1220
1230
1321
1325
1340
1700
2121
3000
3100
3230
3290
3300
3311
3311.1
3311.2
3311.3
3311.4
3314
3400
3460
3470
3511.1
3540
3551
3554
3555
3600
4030
4112.23
4112.4
4132
4200
4212.4
4232
4312.1
4312.4
4332
5030
5125

Family Educational Rights and Privacy Act (FERPA) of 1974
Title IX of the Education Amendments of 1972; discrimination based on sex

National School Lunch Program

National School Breakfast Program

Description

Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. 2005

Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. April 2006

CSBA District and County Office of Education Legal Services

CSBA

California Association of School Business Officials

Description

Philosophy
Goals For The School District
District Technology Plan
Citizen Advisory Committees
School-Connected Organizations
Solicitation Of Funds From And By Students
Advertising And Promotion
Access To District Records
Relations Between Private Industry And The Schools
Superintendent's Contract
Concepts And Roles
Budget
Federal Grant Funds
Gifts, Grants And Bequests
Expenditures And Purchases
Bids
Uniform Public Construction Cost Accounting Procedures
Lease-Leaseback Contracts
Design-Build Contracts
Procurement Of Technological Equipment
Payment For Goods And Services
Management Of District Assets/Accounts
Financial Reports And Accountability
Debt Issuance And Management
Integrated Waste Management
Transportation
Food Service Operations/Cafeteria Fund
Other Food Sales
Nutrition Program Compliance
Consultants
Nondiscrimination In Employment
Special Education Staff
Health Examinations
Publication Or Creation Of Materials
Classified Personnel
Health Examinations
Publication Or Creation Of Materials
Contracts
Health Examinations
Publication Or Creation Of Materials
Student Wellness
Student Records

5145.6
5148
6162.6
7140
9000
9124
9320
9322
9323

Parent/Guardian Notifications
Child Care And Development
Use Of Copyrighted Materials
Architectural And Engineering Services
Role Of The Board
Attorney
Meetings And Notices
Agenda/Meeting Materials
Meeting Conduct

Policy
adopted: September 17, 2012
revised: ~~September 14, 2017~~

LAKESIDE UNION SCHOOL DISTRICT
Lakeside, California

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 2/15/24

Agenda Item:

Board Policy and Administrative Regulation 3460: Financial Reports and Accountability

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

First Reading: Policy updated to add material related to districts facing insolvency who are considering applying for an emergency apportionment, including that the Governing Board is required to discuss the need for an emergency apportionment at a regular or special meeting at which parents/guardians, the exclusive representatives of employees of the district, and other members of the community have the opportunity to provide testimony.

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Recommended Action:

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

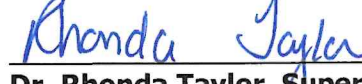
Originating Department/School: Superintendent's Office

Submitted/Recommended By:



Lisa DeRosier, Executive Assistant

Approved for Submission to the Governing Board:



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member: _____

FINANCIAL REPORTS AND ACCOUNTABILITY

The Governing Board is committed to ensuring public accountability and the fiscal health of the district. The Board shall adopt sound fiscal management policies and practices, oversee the district's financial condition, and continually evaluate whether the district's budget and financial operations support the district's goals for student achievement.

The Superintendent or designee shall ensure that district financial reports are prepared in accordance with law and in conformity with generally accepted accounting principles and financial reporting standards stipulated by the Governmental Accounting Standards Board and the California Department of Education (CDE). The Superintendent or designee shall establish a system of ongoing internal controls to ensure the reliability of financial reporting.

When required by law or **as directed by** the Board, the Superintendent or designee shall submit to the Board reports of the district's financial status, including, but not limited to, any report specified in this Board policy or accompanying administrative regulation. When submission of any such report to a local, state, and/or federal agency requires prior Board approval, the Superintendent or designee shall provide the report to the Board in sufficient time to enable the Board to carefully review the report without breaking any applicable submission deadline.

The Board shall regularly assess the district's financial position and communicate the results to the public, and shall use financial reports to determine the actions and budget amendments, if any, that are needed to ensure the district's financial stability. If district conditions predict fiscal distress or indicate that the district might not be able to meet its fiscal obligations, the Board and Superintendent or designee shall take action to resolve these conditions without delay. The Board shall work cooperatively with the County Superintendent of Schools to improve the district's fiscal health and may contract with an external individual or organization to provide the district with needed advice or fiscal management or training.

If the district is facing fiscal insolvency, the Board may consider applying to the state for an emergency apportionment that exceeds 200 percent of the district's recommended reserve. Before applying for such emergency apportionment, the Board shall discuss, at a regular or special meeting, the need for an emergency apportionment and receive testimony regarding the apportionment from parents/guardians, the exclusive representatives of employees of the district, and other members of the community. (Education Code 41326)

Unaudited Actual Receipts and Expenditures

On or before September 15, the Board shall approve and file with the County Superintendent a statement of the district's unaudited actual receipts and expenditures for the preceding fiscal year. The Superintendent or designee shall prepare this statement using the state's standardized account code structure (SACS) as prescribed by the Superintendent of Public Instruction (SPI). (Education Code 42100)

Gann Appropriations Limit Resolution

On or before September 15, the Board shall, at a regular or special meeting, adopt a resolution identifying, pursuant to Government Code 7900-7914, the district's estimated appropriations limit for the current fiscal year and the actual appropriations limit for the preceding fiscal year. Documentation used to identify these limits shall be made available to the public on the day of the Board meeting. (Education 78 Code 42132; Government Code 7910)

Interim Reports/Certification of Ability to Meet Fiscal Obligations

Each fiscal year, the Superintendent or designee shall submit two interim fiscal reports to the Board, the. The first report shall cover the district's financial and budgetary status for the period ending October 31 and the second report shall cover the period ending January 31. These reports and supporting data shall be made available by the district for public review. (Education Code 42130)

Within 45 days after the close of the period reported, the Board shall approve the interim report and, on the basis of the interim report and any additional financial information known by the Board, shall certify in writing whether the district will be able to meet its fiscal obligations for the remainder of the fiscal year and, based on current forecasts, for the two subsequent fiscal years. The certification shall be classified as one of the following: (Education Code 42130, 42131)

1. "Positive certification" indicating that the district will meet its financial obligations for the current fiscal year and two subsequent fiscal years
2. "Qualified certification" indicating that the district may not meet its financial obligations for the current fiscal year or two subsequent fiscal years
3. "Negative certification" indicating that the district will be unable to meet its financial obligations for the remainder of the fiscal year or the subsequent fiscal year

The Superintendent or designee shall submit a copy of each interim report and certification to the County Superintendent using the state's SACS software, as prescribed by the SPI. (Education Code 42130, 42131)

If the district's certification is subsequently changed by the County Superintendent from a positive to a qualified or negative certification, or from a qualified to a negative certification, the Board may appeal the decision to the SPI within five days of receiving the notice of change. (Education Code 42131)

Whenever the district receives a qualified or negative certification from the Board or the County Superintendent, the Superintendent or designee shall cooperate in the implementation of any remedial actions taken or prescribed by the County Superintendent. (Education Code 42131.)

If the second interim report is accompanied by a qualified or negative certification, the Board shall, no later than June 1, provide to the County Superintendent, the State Controller, and the

SPI a financial statement as of April 30 ("third interim report") that projects the district's fund and cash balances through June 30. (Education Code 42131)

If at any time during the fiscal year, the County Superintendent concludes that the district's budget does not comply with the standards and criteria for financial stability and conducts a comprehensive review of the district's financial and budgetary conditions, the Board shall review any report of the County Superintendent's findings and recommendations at a public Board meeting. Within 15 days of receiving the report, the district shall notify the County Superintendent and the SPI of the Board's proposed actions on the recommendation. (Education Code 42637)

Audit Report

By April 1 of each year, the Board shall provide for an annual audit of the district's books and accounts. (Education Code 41020)

To conduct the audit, the Board shall select a certified public accountant or public accountant licensed by the State Board of Accountancy from among those deemed qualified by the State Controller. (Education Code 41020, 41020.5)

Except when, as determined by the Education Audits Appeal Panel, no otherwise eligible auditor is available, a public accounting firm whose lead or coordinating audit partner having primary responsibility for the audit, or whose audit partner 81 responsible for reviewing the audit, has performed audit services for the district in each of the six previous fiscal years shall not be selected to perform a district audit. (Education Code 41020)

No later than December 15, the report of the audit for the preceding fiscal year shall be filed with the County Superintendent, the CDE, and the State Controller. (Education Code 41020)

Prior to December 15 whenever possible, but in no case later than January 31, the Board shall review, at an open meeting, the annual district audit for the prior year, any audit exceptions identified in that audit, the recommendations or findings of any management letter issued by the auditor, and any description of correction or plans to correct any exceptions or any issue raised in a management letter. (Education Code 41020.3)

The Board shall have an opportunity at the meeting to ask questions of the auditor and request further information about the audit findings.

Audit Committee

The Board may appoint an audit committee composed of staff knowledgeable about fiscal matters, other staff, and representatives of the community.

The committee shall serve in an advisory capacity and may:

1. Make recommendations regarding the selection of the external independent auditor in accordance with Education Code 41020 and 41020.5

2. Review the plan for the audit process with the independent auditor to determine the adequacy of the nature, scope, and timetable of the audit
3. Review the results of the audit and participate with the independent auditor and management in preparing final recommendations and responses
4. Participate with the independent auditor in presenting the audit report to the Board
5. Review Board policies and administrative regulations to recommend any revisions needed to ensure effective financial reporting
6. Provide input on the effectiveness of the independent auditor
7. Periodically report to the Board regarding the status of previous audit recommendations for improving the accounting and internal control systems

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

2 CCR 1859.104

5 CCR 15060

5 CCR 15070

5 CCR 15440-15451

5 CCR 15453-15464

5 CCR 19810-19816.1

Ed. Code 1240

Ed. Code 14500-14508

Ed. Code 17070.10-17079.30

Ed. Code 17150-17150.1

Ed. Code 17170-17199.5

Ed. Code 33127

Ed. Code 33128

Ed. Code 33129

Ed. Code 35035

Ed. Code 41010-41024

Ed. Code 41326

Ed. Code 41344

Ed. Code 41344.1

Ed. Code 41455

Ed. Code 42100-42105

Ed. Code 42120-42129

Ed. Code 42130-42134

Ed. Code 42140-42142

Ed. Code 42637

Ed. Code 42652

Ed. Code 48300-48316

Ed. Code 52060-52077

Description

Leroy F. Greene School Facilities Program; reporting requirements

Standardized account code structure

Submission of reports using standardized account code structure

Criteria and standards for school district budgets

Criteria and standards for school district interim reports

Audits

County superintendent of schools; duties

Financial and compliance audits

Leroy F. Greene School Facilities Act

Public disclosure of non-voter-approved debt

California School Finance Authority

Standards and criteria for local budgets and expenditures

Standards and criteria; inclusions

Standards and criteria; use by local agencies

Powers and duties of the superintendent; transfer authority

Accounting system and audits

Emergency apportionment

Repayment of apportionment significant audit exceptions

Appeals of audit findings

Examination of financial problems of local districts

Requirement to prepare and file annual statement

Budget requirements

Financial reports and certifications

Public disclosure of fiscal obligations

County superintendent review of district's financial and budgetary conditions

Revocation or suspension of warrant authority

Student attendance alternatives; school district of choice program

Local control and accountability plan

Gov. Code 16429.1

Gov. Code 3540.2

Gov. Code 53646

Gov. Code 7900-7914

Federal

2 CFR 200.0-200.521

31 USC 7501-7507

Management Resources

California Department of Education Communication

California Department of Education Communication

Fiscal Crisis & Management Assistance Team Pub.

Governmental Accounting Standards Board Statement

Governmental Accounting Standards Board Statement

Governmental Accounting Standards Board Statement

Governmental Accounting Standards Board Statement

State Controller Publication

U.S. Gov. Accountability Office & PCIE Publication

U.S. Gov. Accountability Office & PCIE Publication

Website

Website

Website

Website

Website

Website

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Website

Website

Website

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Cross References

Code

0460

0500

1220

1340

Local agency investment fund

Meeting and negotiating in public educational employment

Treasurer reports and statements of investment policy

Appropriations limit

Description

Federal uniform grant guidance

Single audits of federal program funds

Description

New Financial Reporting Requirements for Postemployment Benefits Other than Pensions, February 26, 2007

Audit Resolution Process: Repayment Plans, December 8, 2000

Fiscal Oversight Guide for AB 1200, AB 2756 and Subsequent Related Legislation, September 2006

Statement 54, Fund Balance Reporting and Governmental Fund Type Definitions, March 2009

Statement 75, Accounting and Financial Reporting by Employers for Post-employment Benefits Other Than Pensions, June 2015

Statement 34, Basic Financial Statements and Management's Discussion and Analysis - For State and Local Governments, June 1999

Statement 75, Accounting and Financial Reporting for Post-employment Benefits Other Than Pensions, June 2015

Standards and Procedures for Audits of California K-12 Local Educational Agencies (annual publication)

Financial Audit Manual, revised 2008

Government Auditing Standards, 2011

CSBA District and County Office of Education Legal Services

Governmental Accounting Standards Board

California State Controller

U.S. Government Accountability Office

California County Superintendents Educational Services Association

California Department of Education, Finance and Grants Education Audit Appeals Panel

Fiscal Crisis and Management Assistance Team

CSBA

California Association of School Business Officials

Office of Management and Budget

School Services of California, Inc.

Description

Local Control And Accountability Plan

Accountability

Citizen Advisory Committees

Access To District Records

3000	<i>Concepts And Roles</i>
3100	<i>Budget</i>
3110	<i>Transfer Of Funds</i>
3220.1	<i>Lottery Funds</i>
3230	<i>Federal Grant Funds</i>
3280	<i>Sale Or Lease Of District-Owned Real Property</i>
3290	<i>Gifts, Grants And Bequests</i>
3300	<i>Expenditures And Purchases</i>
3312	<i>Contracts</i>
3314	<i>Payment For Goods And Services</i>
3314.2	<i>Revolving Funds</i>
3400	<i>Management Of District Assets/Accounts</i>
3430	<i>Investing</i>
3451	<i>Petty Cash Funds</i>
3452	<i>Student Activity Funds</i>
3470	<i>Debt Issuance And Management</i>
3510	<i>Green School Operations</i>
3551	<i>Food Service Operations/Cafeteria Fund</i>
3580	<i>District Records</i>
4143	<i>Negotiations/Consultation</i>
4143.1	<i>Public Notice - Personnel Negotiations</i>
4154	<i>Health And Welfare Benefits</i>
4243	<i>Negotiations/Consultation</i>
4243.1	<i>Public Notice - Personnel Negotiations</i>
4254	<i>Health And Welfare Benefits</i>
4312.1	<i>Contracts</i>
4331	<i>Staff Development</i>
4354	<i>Health And Welfare Benefits</i>
5117	<i>Interdistrict Attendance</i>
5126	<i>Awards For Achievement</i>
6117	<i>Year-Round Schedules</i>
7210	<i>Facilities Financing</i>
7212	<i>Mello-Roos Districts</i>
7214	<i>General Obligation Bonds</i>
9000	<i>Role Of The Board</i>
9130	<i>Board Committees</i>
9140	<i>Board Representatives</i>
9322	<i>Agenda/Meeting Materials</i>

FINANCIAL REPORTS AND ACCOUNTABILITY

Interim Reports

Each interim report developed pursuant to Education Code 42130 shall include an assessment of the district budget as revised to reflect current information regarding the adopted state budget, district property tax revenues, if any, and ending balances for the preceding fiscal year. (Education Code 42130, 42131)

Interim reports shall be based on State Board of Education (SBE) criteria and standards which address fund and cash balances, reserves, deficit spending, estimation of average daily attendance (ADA), projected enrollment, ratio of ADA to enrollment, projected local control funding formula (LCFF) revenue, salaries and benefits, other revenues and expenditures, and facilities maintenance. For purposes of assessing projections of LCFF revenue, the first interim report shall be compared to the adopted district budget, and the second interim report shall be compared to the projections in the first interim report. (Education Code 42130; 5 CCR 15453-15464)

An interim report shall also provide supplemental information regarding contingent liabilities, use of one-time revenues for ongoing expenditures, contingent revenues, contributions (i.e., projected contributions from unrestricted general fund resources to restricted general fund resources, projected transfers to or from the general fund to cover operating deficits in the general fund or any other fund, and capital project cost overruns that may impact the general fund budget), long-term commitments, unfunded liabilities, temporary interfund borrowings, the status of labor agreements, and the status of other funds. (Education Code 42130; 5 CCR 15453, 15464)

Audit Report

The Superintendent or designee shall establish a timetable for the completion and review of the annual audit within the deadlines established by law.

The Superintendent or designee shall provide the necessary financial records and cooperate with the independent auditor selected by the Governing Board to ensure that the audit report contains all information required by law and the Governmental Accounting Standards Board (GASB).

The district audit shall include all income and expenditures by source of funds, including the student body and cafeteria funds and accounts, state and federal grant funds, and any other funds under the district's control or jurisdiction, as well as an audit of student attendance procedures. The audit shall also include a determination of whether LCFF funds were expended in accordance with the district's local control and accountability plan or an approved annual update of the plan. (Education Code 41020)

If the district participates in the school district of choice program to accept interdistrict transfers, the Superintendent or designee shall notify the auditor, prior to the commencement

of the audit, that the audit must include a review of the district's compliance with specified program requirements. (Education Code 48301)

If an audit finding results in the district being required to repay an apportionment or pay a penalty, the district may appeal the finding to the Education Audit Appeals Panel by making an informal summary appeal within 30 days of receiving the final audit report or initiating a formal appeal within 60 days of receiving the report. (Education Code 41344, 41344.1)

While a public accounting firm is performing the audit of the district, it shall not provide any nonauditing, management, or other consulting services for the district except as provided in Government Auditing Standards, Amendment #3, published by the U.S. Government Accountability Office. (Education Code 41020)

Report on Expenditures of State Facilities Funds

When the district participates in the school facilities program pursuant to Education Code 17070.10-17079.30, the Superintendent or designee shall annually report a detailed list of all expenditures of state facilities funds, including interest, and of the district's matching funds for completed projects until all such funds are expended. The report shall identify expenditures on a project-by-project basis, reflect completed projects that were reimbursed within that fiscal year, and clearly indicate the list of projects that have been completed. (Education Code 41024; 2 CCR 1859.104)

Audits of facilities projects shall be concluded within one year of project completion, and shall be included as part of the district's audit for the fiscal year in which the project is reported as completed. A project shall be deemed completed when any of the following conditions is met: (Education Code 41024; 2 CCR 1859.104)

1. When the notice of completion for the project has been filed, all outstanding invoices, claims, and change orders have been satisfied, and the facility is currently in use by the district
2. Three years from the date of the final fund release for an elementary school project
3. Four years from the date of the final fund release for a middle or high school project

Fund Balance

In accordance with GASB Statement 54, external financial reports shall report fund balances in the general fund within the following classifications based on the relative strength of constraints placed on the purposes for which resources can be used:

1. Nonspendable fund balance, including amounts that are not expected to be converted to cash, such as resources that are not in a spendable form or are legally or contractually required to be maintained intact
2. Restricted fund balance, including amounts constrained to specific purposes by their providers or by law
3. Committed fund balance, including amounts constrained to specific purposes by the Board

4. Assigned fund balance, including amounts which the Board or its designee intends to use for a specific purpose
5. Unassigned fund balance, including amounts that are available for any purpose

Negative Balance Report

Whenever the district reports a negative unrestricted fund balance or a negative cash balance in its annual budget or annual audit report, it shall include in the budget a statement that identifies the reasons for the negative unrestricted fund balance or negative cash balance and the steps that have been taken to ensure that the negative balance will not occur at the end of the current fiscal year. (Education Code 42127.5)

Lease Accounting

Any lease agreement involving the district, whether as lessor or lessee, shall be classified as a short-term lease, a contract that transfers ownership, or a lease other than short-term lease and contract that transfers ownership. District financial statement disclosures and schedules related to any lease shall comply with the standards specified in GASB 87.

Non-Voter-Approved Debt Report

Upon approval by the Board to proceed with the issuance of revenue bonds or any agreement for financing school construction pursuant to Education Code 17170-17199.5, the Superintendent or designee shall notify the County Superintendent of Schools and the county auditor. The Superintendent or designee shall provide the Board, the county auditor, the County Superintendent, and the public with related repayment schedules and evidence of the district's ability to repay the obligation. (Education Code 17150)

When the Board is considering the issuance of certificates of participation and other debt instruments that are secured by real property and do not require the approval of the voters of the district, the Superintendent or designee shall provide notice to the County Superintendent and county auditor no later than 30 days before the Board's approval to proceed with issuance. The Superintendent or designee shall provide the Board, the county auditor, the County Superintendent, and the public with information necessary to assess the anticipated effect of the debt issuance, including related repayment schedules, evidence of the district's ability to repay the obligation, and the issuance costs. (Education Code 17150.1)

Other Postemployment Benefits Report

In accordance with GASB Statement 75, the district's financial statements shall report the expense of nonpension other postemployment benefits (OPEBs) on an accrual basis over retirees' active working lifetime, as determined by a qualified actuary procured by the Superintendent or designee. To the extent that these OPEBs are not prefunded, the district shall report a liability on its financial statements. The Superintendent or designee shall annually present the estimated accrued but unfunded cost of OPEBs and the actuarial report upon which those costs are based at an open meeting of the Board. (Education Code 42140)

The district's financial obligation for OPEBs shall be reevaluated every two years in accordance with GASB 75.

Workers' Compensation Claims Report

The Superintendent or designee shall annually provide the Board, at a public meeting, information and related actuarial reports showing the estimated accrued but unfunded cost of workers' compensation claims. The estimate of costs shall be based on an actuarial report completed at least every three years by a qualified actuary. (Education Code 42141)

Regulation 3460
approved: June 15, 2023
revised:

LAKESIDE UNION SCHOOL DISTRICT
Lakeside, California

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 2/15/24

Agenda Item:

Administrative Regulation 4161.1/4361.1: Personal Illness/Injury Leave

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

First Reading: Regulation 4161.1 updated to delete outdated material and to reflect NEW LAW (AB 1041, 2022) which includes a "designated person" in the definition of family member for whom an employee may take leave to care for.

Regulation 4361.1 updated to align language regarding miscarriage with analogous language in administrative regulation for certificated staff, delete outdated material, and reflect NEW LAW (AB 1041, 2022) which includes a "designated person" in the definition of family member for whom an employee may take leave to care for.

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: _____

CLS
✓

Certificated Personnel

AR 4161.1
4361.1

PERSONAL ILLNESS/INJURY LEAVE

Certificated employees employed five school days per week are entitled to 10 days' leave of absence with full pay for personal illness or injury (sick leave), per school year of service. Employees who work less than five school days per week (part-time employees) shall be granted sick leave in proportion to the time they work. However, any part-time employees who ~~is~~ **are** entitled to less than three days of paid sick leave per year due to the amount of time worked shall be granted sick leave pursuant to Labor Code 246, if ~~he/she is~~ **they are** eligible. (Education Code 44979; Labor Code 245-249)

~~(cf. 4161/4261/4361—Leaves)~~
~~(cf. 4161.9/4261.9/4361.9—Catastrophic Leave Program)~~

Use of Sick Leave

Certificated employees may use sick leave for absences due to:

1. Accident or illness, whether or not the absence arises out of ~~or~~ **and** in the course of employment; quarantine which results from contact **in the course of employment** with other persons having a contagious disease ~~during the employee's performance of his/her duties~~; or temporary inability to perform assigned duties because of illness, accident, or quarantine, (Education Code 44964)

~~(cf. 4157.1/4257.1/4357.1—Work-Related Injuries)~~

2. Pregnancy, miscarriage, childbirth, and related recovery (Education Code 44965, 44978)

~~(cf. 4161.8/4261.8/4361.8—Family Care and Medical Leave)~~

3. Personal necessity (Education Code 44981)

~~(cf. 4161.2/4261.2/4361.2—Personal Leaves)~~

4. Medical and dental appointments, in increments of not less than one hour.
5. Industrial accidents or illnesses when leave granted specifically for that purpose has been exhausted (Education Code 44984)

~~(cf. 4161.11/4261.11/4361.11—Industrial Accident/Illness Leave)~~

6. **Need of the employee to bond with a child within one year of the child's birth, adoption, or foster care placement (parental leave) (Education Code 44977.5; Government Code 12945.2; 29 USC 2612; 29 CFR 825.112)**
7. Need of the employee or his/her family member, **including a designated person**, as defined in Labor Code 245.5, for the diagnosis, care, or treatment of an existing health condition for preventive care **(Government Code 12945.2; Labor Code 233, 246.5)**

8. Need of the employee to seek or obtain any relief or medical attention specified in Labor Code 230(c) and/or 230.1(a) for the health, safety, or welfare of the employee, or ~~his/her~~ **the employee's** child, when the employee has been a victim of domestic violence, sexual assault, or stalking (Labor Code 233, 246.5)

For the purposes specified in ~~Items #6-7-8~~, an employee may use, in any calendar year, the amount of sick leave ~~he/she would~~ **that would be** accrued during six months at ~~his/her~~ **the employee's then** current rate of entitlement

An employee may take sick leave at any time during the school year, even if credit for sick leave has not yet been accrued. (Education Code 44978)

An employee shall reimburse the district for any unearned sick leave used as of the date of ~~his/her~~ termination.

Unused days of sick leave shall be accumulated from year to year without limitation. (Education Code 44978)

The district shall not require new employees to waive leave accumulated in a previous district. (Education Code 44979, 44980)

The Superintendent or designee shall notify any certificated employee who leaves the district after at least one school year of employment that if the employee accepts a certificated position in another district, county office of education, or community college district within one year, ~~he/she~~ **the employee** may request that the district transfer ~~his/her~~ **any** accumulated sick leave to the new employer. (Education Code 44979, 44980)

Additional Leave for Disabled Military Veterans

In addition to any other entitlement for sick leave with pay, a certificated employee who is a former active duty member of the U.S. Armed Forces or a former or current member of the California National Guard or a federal reserve component shall be entitled to sick leave with pay of up to 10 days for the purpose of undergoing medical treatment, including mental health treatment, for a military service-connected disability rated at 30 percent or more by the U.S. Department of Veterans Affairs. An eligible employee who works less than five days per week shall be entitled to such leave in proportion to the time worked. (Education Code 44978.2)

The amount of leave shall be credited to the employee either on the date the employee receives confirmation of the submission of the disability application to the U.S. Department of Veterans Affairs or on the first day the employee begins or returns to employment after active duty, whichever is later. When the employee receives the disability rating decision, the employee shall report that information to the Superintendent or designee. If the disability rating decision makes the employee eligible for the leave, the time used before the decision shall be counted toward the 10-day maximum leave. If the disability rating decision makes the employee ineligible for the leave, the district may change the sick leave time used before the disability rating decision to an alternative leave balance. (Education Code 44978.2)

The Superintendent or designee may require verification, in accordance with the section "Verification Requirements" below, that the employee used the leave to obtain treatment of a military service-connected disability.

Leave for military-service connected disability shall be available for 12 months following the first date that the leave was credited. Leave not used during the 12-month period shall not be carried over and shall be forfeited. (Education Code 44978.2)

Notification of Absence

An employee shall notify the ~~district~~ **Superintendent or designee** of ~~his/her~~ **the** need to be absent as soon as such need is known, so that substitute services may be secured. This notification shall include an estimate of the expected duration of absence. If the absence becomes longer than estimated, the employee shall so notify the district. If the duration of absence becomes shorter than estimated, the employee shall notify the district not later than three o'clock in the afternoon of the day preceding the day on which ~~he/she~~ **the employee** intends to return to work. If the employee fails to notify the district and the failure results in a substitute being secured, the cost of the substitute shall be deducted from the employee's pay.

(cf. 4121—Temporary/Substitute Personnel)

Continued Absence After Available Sick Leave Is Exhausted/Differential Pay

During each school year, when a certificated employee has exhausted all available sick leave, including all accumulated sick leave, and, due to illness or accident, continues to be absent ~~from his/her duties~~ for an additional period of up to five school months, ~~the employee shall receive his/her~~ **the district shall deduct from the employee's regular salary minus for that period** the actual cost of a substitute to fill the position. If the district has made every reasonable effort to secure the services of a substitute and has been unable to do so, the amount that would have been paid to a substitute shall be deducted from the employee's salary. (Education Code 44977)

An employee shall not be provided more than one five-month period per illness or accident. However, if the school year ends before the five-month period is exhausted, the employee may take the balance of the five-month period in a subsequent school year. (Education Code 44977)

~~In addition, during each school year, any certificated employee who has exhausted all available sick leave, including accumulated sick leave, and continues to be absent on account of maternity or paternity leave (baby bonding) pursuant to Government Code 12945.2 shall receive, for up to 12 school weeks, his/her regular salary minus the actual cost of a substitute to fill the position or, if no substitute was employed, the amount that would have been paid had a substitute been employed. The 12-week period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of such maternity or paternity leave. (Education Code 44977.5)~~

Absence Beyond Five-Month Period/Reemployment List

If a certificated employee is not medically able to ~~resume his/her duties~~ **return to work** after the five-month period provided pursuant to Education Code 44977, the employee shall be placed either on another vacant position, and they meet the recommended qualifications, or on

a reemployment list. Placement on the reemployment list shall be for 24 months for probationary employees or 39 months for permanent employees and shall begin at the expiration of the five-month period. If during this time the employee becomes medically able, ~~he/she~~ **the employee** shall be returned to employment in a position for which ~~he/she~~ **the employee** is credentialed and qualified. (Education Code 44978.1)

(cf. 4116—Probationary/Permanent Status)

Differential Pay for Parental Leave

During each school year, ~~any~~ certificated employee ~~who has exhausted~~ **may use** all available sick leave, including accumulated sick leave, ~~and continues to be absent on account for the purpose~~ of parental leave (~~baby bonding~~) pursuant to Government Code 12945.2 shall receive differential pay for **a period of** up to 12 work weeks. The 12-week period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of such parental leave. ~~Such parental leave shall run concurrently with the parental leave taken pursuant to Government Code 12945.2 and the aggregate amount of parental leave shall not exceed 12 work weeks in a 12-month period.~~ Eligibility for ~~parental~~ **such** leave pursuant to Education Code 44977.5 shall not require 1,250 hours of service with the district during the previous 12 months. (Education Code 44977.5)

Eligibility for such leave shall not require 1,250 hours of service with the district during the previous 12 months. (Education Code 44977.5)

An employee who has exhausted all available sick leave, including accumulated sick leave, and continues to be absent on account of parental leave shall receive differential pay of at least 50 percent of the employee's regular salary for the remainder of the 12 work weeks. (Education Code 44977.5)

Parental leave taken pursuant to Education Code 44977.5 shall run concurrently with the parental leave taken pursuant to Government Code 12945.2 or 12945.6, and the aggregate amount of parental leave shall not exceed 12 work weeks in a 12-month period. (Education Code 44977.5; Government Code 12945.2, 12945.6)

Verification Requirements

After any absence due to illness or injury, the employee shall verify the absence by submitting a completed and signed district absence form to ~~his/her~~ **the employee's** immediate supervisor.

The Superintendent or designee may require verification whenever an employee's absence record shows chronic absenteeism or a pattern of absences immediately before or after weekends and/or holidays or whenever available evidence clearly indicates that an absence is not related to illness or injury.

In addition, the Superintendent or designee may require an employee to visit a physician selected by the district, at district expense, in order to receive a report on ~~the medical condition of the employee.~~ The report shall include a statement as to the employee's need for further leave of absence and a prognosis as to when the employee will be able to return to work. If the

report concludes that the employee's condition does not warrant continued absence, the Superintendent or designee may, after giving notice to the employee, deny further leave.

Any district request for additional verification by an employee's physician or a district-selected physician shall be in writing and shall specify that the report to be submitted to the district should not contain the employee's genetic information. Any genetic information received by the district on behalf of an employee shall be treated as a confidential medical record, maintained in a file separate from the employee's personnel file, and shall not be disclosed except in accordance with 29 CFR 1635.9.

Before returning to work, an employee who has been absent for surgery, hospitalization, or extended medical treatment may be asked to submit a letter from ~~his/her~~ a physician stating that ~~he/she~~ **the employee** is able to return to duty and stipulating any necessary restrictions or limitations.

(cf. 4032—Reasonable Accommodation)

(cf. 4113.4/4213.4/4313.4—Temporary Modified/Light Duty Assignment)

Healthy Workplaces, Healthy Families Act Requirements

No employee shall be denied the right to use accrued sick days, and the district shall not in any manner discriminate or retaliate against an employee for using or attempting to use sick leave, filing a complaint with the Labor Commissioner, or alleging district violation of Labor Code 245-249.

To ensure the district's compliance with Labor Code 245-249, the Superintendent or designee shall:

1. At a conspicuous location in each workplace, display a poster on paid sick leave that includes the following information:
 - a. That an employee is entitled to accrue, request, and use paid sick days
 - b. The ~~amount~~ **number** of sick days provided by Labor Code 245-249
 - c. The terms of use of paid sick days
 - d. That discrimination or retaliation against an employee for requesting and/or using sick leave is prohibited by law and that an employee has the right to file a complaint with the Labor Commissioner if the district discriminates or retaliates against ~~him/her~~ **the employee**
2. Provide at least 24 hours or three days of paid sick leave to each eligible employee to use per year and allow eligible employees to use accrued sick leave upon reasonable request
3. Provide eligible employees written notice, on their pay stub or other document issued with their pay check, of the amount of paid sick leave they have available

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

4. Keep a record documenting the hours worked and paid sick days accrued and used by each eligible employee for three years

Legal Reference:

EDUCATION CODE

- ~~44964 Power to grant leave of absence in case of illness, accident, or quarantine~~
- ~~44965 Granting of leaves of absence for pregnancy and childbirth~~
- ~~44976 Transfer of leave rights when school is transferred to another district~~
- ~~44977 Salary deduction during absence from duties up to five months after sick leave is exhausted~~
- ~~44977.5 Differential pay during parental leave up to 12 weeks after sick leave is exhausted~~
- ~~44978 Provisions for sick leave of certificated employees~~
- ~~44978.1 Inability to return to duty; placement in another position or on reemployment list~~
- ~~44978.2 Leave for military service-connected disability~~
- ~~44979 Transfer of accumulated sick leave to another district~~
- ~~44980 Transfer of accumulated sick leave to a county office of education~~
- ~~44981 Leave of absence for personal necessity~~
- ~~44983 Exception to sick leave when district adopts specific rule~~
- ~~44984 Industrial accident or illness~~
- ~~44986 Leave of absence for disability allowance applicant~~

LABOR CODE

- ~~220 Sections inapplicable to public employees~~
- ~~230 Jury duty: legal actions by domestic violence, sexual assault and stalking victims, right to time off~~
- ~~230.1 Employers with 25 or more employees; domestic violence, sexual assault and stalking victims, right to time off~~
- ~~233 Illness of child, parent, spouse or domestic partner~~
- ~~234 Absence control policy~~
- ~~245-249 Healthy workplaces, Healthy Families Act of 2014~~

CODE OF REGULATIONS, TITLE 5

- ~~5601 Transfer of accumulated sick leave~~

CODE OF REGULATIONS, TITLE 29

- ~~1635.1-1635.12 Genetic Information Nondiscrimination Act of 2008~~

UNITED STATES CODE, TITLE 42

- ~~2000ff-2000ff-11 Genetic Information Nondiscrimination Act of 2008~~

COURT DECISIONS

- ~~Veguez v. Governing Board of Long Beach Unified School District, (2005) 127 Cal.App.4th 406~~

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.

<i>State</i>	<i>Description</i>
<i>5 CCR 5601</i>	<i>Transfer of accumulated sick leave</i>
<i>Ed. Code 44964</i>	<i>Power to grant leaves of absence for accident, illness, or quarantine</i>
<i>Ed. Code 44965</i>	<i>Granting of leaves of absence for pregnancy and childbirth</i>
<i>Ed. Code 44976</i>	<i>Transfer of leave rights when school is transferred to another district</i>
<i>Ed. Code 44977</i>	<i>Salary schedule for substitute employees</i>
<i>Ed. Code 44977.5</i>	<i>Differential pay during parental leave up to 12 weeks after sick leave is exhausted</i>
<i>Ed. Code 44978</i>	<i>Sick leave; certificated employees</i>
<i>Ed. Code 44978.1</i>	<i>Inability to return to duty; placement in another position or on reemployment list</i>
<i>Ed. Code 44978.2</i>	<i>Leave for military service-connected disability</i>
<i>Ed. Code 44979</i>	<i>Transfer of accumulated sick leave to another district</i>
<i>Ed. Code 44980</i>	<i>Transfer of accumulated sick leave to a county office of education</i>
<i>Ed. Code 44981</i>	<i>Leave of absence for personal necessity</i>

Ed. Code 44983
Ed. Code 44984
Ed. Code 44986
Gov. Code 12945.1-12945.2
Gov. Code 12945.6
Lab. Code 220
Lab. Code 230
Lab. Code 230.1

Lab. Code 233
Lab. Code 234
Lab. Code 245-249

Federal
29 CFR 1635.1-1635.12
29 CFR 825.100-825.702
29 USC 2601-2654
42 USC 2000ff-2000ff-11
Management Resources
Court Decision

Website
Cross References

Code
0470
2121
4032
4112.2
4112.42
4112.9
4113.4
4113.5
4116
4117.11
4119.41
4121
4141.6
4154
4157.1
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4161
4161.11
4161.2
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4161.8
4161.9
4212.42
4212.9
4213.4
4213.5
4219.41
4241.6
4254
4257.1
4259
4261
4261.11
4261.2
4261.5

Compensation during leave; certificated employees
Required rules for industrial accident and illness leave
Leave of absence; state disability benefits
California Family Rights Act
Parental leave
Sections inapplicable to public employees
Accommodations and leave for victims of domestic violence
Employers with 25 or more employees; domestic violence, sexual assault,
and stalking victims; right to time off
Leave to attend to family illness
Absence control policy
Healthy Workplaces, Healthy Families Act of 2014
Description
Genetic Information Nondiscrimination Act of 2008
Family and Medical Leave Act of 1993
Family Care and Medical Leave Act
Genetic Information Nondiscrimination Act of 2008
Description
Veguez v. Governing Board of Long Beach Unified School District
(2005) 127 Cal.App.4th 406
[CSBA District and County Office of Education Legal Services](#)

Description
COVID-19 Mitigation Plan
Superintendent's Contract
Reasonable Accommodation
Certification
Drug And Alcohol Testing For School Bus Drivers
Employee Notifications
Temporary Modified/Light-Duty Assignment
Working Remotely
Probationary/Permanent Status
Preretirement Part-Time Employment
Employees With Infectious Disease
Temporary/Substitute Personnel
Concerted Action/Work Stoppage
Health And Welfare Benefits
Work-Related Injuries
Employee Assistance Programs
Leaves
Industrial Accident/Illness Leave
Personal Leaves
Military Leave
Family Care And Medical Leave
Catastrophic Leave Program
Drug And Alcohol Testing For School Bus Drivers
Employee Notifications
Temporary Modified/Light-Duty Assignment
Working Remotely
Employees With Infectious Disease
Concerted Action/Work Stoppage
Health And Welfare Benefits
Work-Related Injuries
Employee Assistance Programs
Leaves
Industrial Accident/Illness Leave
Personal Leaves
Military Leave

4261.8	<i>Family Care And Medical Leave</i>
4261.9	<i>Catastrophic Leave Program</i>
4312.42	<i>Drug And Alcohol Testing For School Bus Drivers</i>
4312.9	<i>Employee Notifications</i>
4313.4	<i>Temporary Modified/Light-Duty Assignment</i>
4313.5	<i>Working Remotely</i>
4317.11	<i>Preretirement Part-Time Employment</i>
4319.41	<i>Employees With Infectious Disease</i>
4354	<i>Health And Welfare Benefits</i>
4357.1	<i>Work-Related Injuries</i>
4359	<i>Employee Assistance Programs</i>
4361	<i>Leaves</i>
4361.11	<i>Industrial Accident/Illness Leave</i>
4361.2	<i>Personal Leaves</i>
4361.5	<i>Military Leave</i>
4361.8	<i>Family Care And Medical Leave</i>
4361.9	<i>Catastrophic Leave Program</i>

PERSONAL ILLNESS/INJURY LEAVE

Classified employees employed five days a week are entitled to 12 days' leave of absence with full pay for personal illness or injury (sick leave) per fiscal year. Employees who work less than a full fiscal year or fewer than five days a week (part-time employees) shall be granted sick leave in proportion to the time they work. However, ~~any part-time employees whose work hours are so few as to entitle him/her~~ **who are entitled** to less than 24 hours of paid sick leave per fiscal year **due to the amount of time worked** shall be granted sick leave pursuant to Labor Code 246, if ~~he/she is~~ **they are** eligible. (Education Code 45191; Labor Code 245-249)

(cf. 4161/4261/4361 - Leaves)

(cf. 4161.9/4261.9/4361.9 – Catastrophic Leave Program)

Use of Sick Leave

A classified employee may use sick leave for absences due to:

1. Accident or illness, whether or not the absence arises out of or in the course of employment, or by quarantine which results from contact **in the course of employment** with other persons having a contagious disease ~~during the performance of the employee's duties~~ (Education Code 45199)

2. ~~Absences due to~~ **P**regnancy, childbirth, and recovery (Education Code 45193)

(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)

3. Personal necessity as specified in Education Code 45207

(cf. 4161.2/4261.2/4361.2 - Personal Leaves)

4. Medical ~~or~~ **and** dental appointments, increments of not less than one hour.

5. Industrial accident or illness when leave granted specifically for that purpose has been exhausted (Education Code 45192)

(cf. 4161.11/4261.11/4361.11 - Industrial Accident/Illness Leave)

6. **Need of an employee to bond with a child within one year of the child's birth, adoption, or foster care placement (parental leave) (Education Code 45196.1; Government Code 12945.2, 12945.6; 29 USC 2612; 29 CFR 825.112)**

- ~~6-7.~~ **7.** Need of the employee or ~~his/her~~ **the employee's** family member, as defined in Labor Code 245.5, for the diagnosis, care, or treatment of an existing health condition for preventive care (Labor Code 233, 246.5)

7.8. Need of the employee to seek or obtain any relief or medical attention specified in Labor Code 230(c) and/or 230.1(a) for the health, safety, or welfare of the employee, or ~~his/her~~ **the employee's** child, when the employee has been a victim of domestic violence, sexual assault, or stalking (Labor Code 233, 246.5)

For the purposes specified in items #6-7, an employee may use, in any calendar year, the amount of sick leave ~~he/she~~ **that would be** would accrued during six months at ~~his/her~~ **the employee's then** current rate of entitlement. (Labor Code 233)

An employee may take personal illness or injury at any time during the school year, even if credit for such leave has not yet been accrued. However, a new full-time classified employee shall not be entitled to more than six days of sick leave, **or the proportionate amount to which the employee may be entitled**, until ~~he/she~~ **the first day of the month after the employee** has completed six months of active service with the district. (Education Code 45191)

Unused days of sick leave shall be accumulated from year to year without limitation. (Education Code 45191)

An employee shall reimburse the district for any unearned sick leave used as of the date of ~~his/her~~ termination.

The district shall not require newly employed classified employees to waive leave accumulated in a previous district. However, if the employee's previous employment was terminated for cause, the transfer of the accumulated leave shall be made only if approved by the Governing Board (Education Code 45202)

The Superintendent or designee shall notify any classified employee whose employment with the district is terminated after at least one calendar year for reasons other than for cause that, if ~~he/she~~ **the employee** accepts employment in another district, county office of education, or community college district within one year of the termination of employment, ~~he/she~~ **the employee** may be entitled to request that the district transfer ~~his/her~~ **any** accumulated sick leave to the new employer. (Education Code 45202)

Additional Leave for Disabled Military Veterans

In addition to any other entitlement for sick leave with pay, a newly hired classified employee who is a military veteran with a military service-connected disability rated at 30 percent or higher by the U.S. Department of Veterans Affairs shall be entitled to sick leave with pay of up to 12 days for the purpose of undergoing medical treatment for his/her military service-connected disability. An eligible employee employed less than five days per week shall be entitled to such leave in proportion to the time ~~he/she works~~ **worked**. (Education Code 45191.5)

Notification of Absence

The amount of leave shall be credited to the employee **either** on the ~~first day~~ **date the employee receives confirmation of the submission of the disability application to the U.S. Department of Veterans Affairs or on the first day the employee begins or returns to employment after active duty, whichever is later. When the employee receives the**

disability rating decision, the employee shall report that information to the Superintendent or designee. If the disability rating decision makes the employee eligible for the leave, the time used before the decision shall be counted toward the 12-day maximum leave. If the disability rating decision makes the employee ineligible for the leave, the district may change the sick leave time used before the disability rating decision to an alternative leave balance. (Education Code 45191.5)

The Superintendent or designee may require verification, in accordance with the section “Verification Requirements” below, that the employee used to leave to obtain treatment of a military service-connected disability.

Leave for military-service connected disability employment and shall remain be available for the following 12 months following the first date that the leave was credited of employment. Leave not used during the 12-month period shall not be carried over and shall be forfeited. (Education Code 45191.5)

~~The Superintendent or designee may require verification, in accordance with the section “Verification Requirements” below, that the employee used the leave to obtain treatment of a military service-connected disability.~~

An employee shall notify the Superintendent or the designated manager or supervisor of ~~his/her~~ **the** need to be absent as soon as such need is known so that the services of a substitute may be secured as necessary. This notification shall include an estimate of the expected duration of absence. If the absence becomes longer than estimated, the employee shall so notify the district. If the duration of absence becomes shorter than estimated, the employee shall notify the district not later than 3 p.m. of the day preceding the day on which ~~he/she~~ **the employee** intends to return to work. **If the employee fails to notify the district and the failure results in a substitute being secured, the cost of the substitute shall be deducted from the employee’s pay.**

Continued Absence After Available Sick Leave Is Exhausted/Differential Pay

When a classified employee who has exhausted all paid leaves, including sick leave, and continues to be absent on account of illness or injury for a period of five months or less, the district shall deduct from the employee's regular salary for that period an amount that does not exceed the actual cost of a substitute to fill the position. (Education Code 45196)

The five-month period shall commence on the first day of the leave of absence and shall run concurrently with any other paid leave.

Each year, each regular classified employee shall be credited with no fewer than 100 working days of paid leave for personal illness or injury, including current year and accumulated days of leave. When the current year and accumulated days at full pay are exhausted, the remainder of the 100 days shall be compensated at **least** 50% of the employee’s regular salary. Any of the 100 days of leave not used during the year in which they are credited shall be forfeited and shall not accumulate from year to year. This paid leave shall be exclusive of any other paid leave, holidays, vacation, or compensatory time to which the employee may be entitled. (Education Code 45196)

Differential Pay for Parental Leave

During each school year, ~~any classified employee who has exhausted~~ **may use** all available sick leave, including accumulated sick leave, ~~and continues to be absent on account for the purpose of parental leave (baby bonding) pursuant to Government Code 12945.2 shall receive differential pay for a period of up to 12 work weeks. The 12-week period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of such parental leave. Such parental leave shall run concurrently with the parental leave taken pursuant to Government Code 12945.2 and the aggregate amount of parental leave shall not exceed 12 work weeks in a 12-month period.~~ **(Education Code 45196.1)**

Eligibility for ~~parental~~ **such** leave pursuant to ~~Education Code 45196.1~~ shall not require 1,250 hours of service with the district during the previous 12 months. (Education Code 45196.1)

An employee who has exhausted all available sick leave, including accumulated sick leave, and continues to be absent on account of parental leave shall receive differential pay of at least 50 percent of the employee's regular salary for the remainder of the 12 work weeks. (Education Code 45196.1)

Parental leave taken pursuant to Education Code 45196.1 shall run concurrently with the parental leave taken pursuant to Government Code 12945.2 or 12945.6, and the aggregate amount of parental leave shall not exceed 12 work weeks in a 12-month period. (Education Code 45196.1; Government Code 12945.2, 12945.6)

Extension of Leave

A permanent employee who is absent because of a personal illness or injury and who has exhausted all available sick leave, vacation, compensatory overtime, and any other paid leave shall be so notified, in writing, and offered an opportunity to request additional leave. The Board may grant the employee additional leave, paid or unpaid, for a period not to exceed six months and may renew this leave for two additional six-month periods or for lesser periods. The total additional leave granted shall not exceed 18 months. (Education Code 45195)

(cf. 4216—Probationary/Permanent Status)

If the employee is still unable to ~~resume his/her duties~~ **return to work** after all available paid and unpaid leaves have been exhausted, the employee shall be placed on a reemployment list for a period of 39 months. If during this time the employee becomes **medically** able, ~~to resume the duties of his/her position, he/she~~ **the employee** shall be offered reemployment in the first vacancy in the classification of ~~his/her~~ **the employee's** previous assignment. During the 39 months, the employee's reemployment shall take preference over all other applicants except those laid off for lack of work or lack of funds, in which case the employee shall be ranked according to ~~his/her~~ seniority. (Education Code 45195)

Verification Requirements

After any absence due to illness or injury, the employee shall submit a completed and signed district absence form to ~~his/her~~ **the employee's** immediate supervisor.

The Superintendent or designee may require verification whenever an employee's absence record shows chronic absenteeism or a pattern of absences immediately before or after weekends and/or holidays or whenever clear evidence indicates that an absence is not related to illness or injury.

In addition, the Superintendent or designee may require an employee to visit a physician selected by the district and at district expense in order to receive a report on the medical condition of the employee. The report shall include a statement as to the employee's need for further leave of absence and a prognosis as to when the employee will be able to return to work. If the report concludes that the employee's condition does not warrant continued absence, the Superintendent or designee may, after giving notice to the employee, ~~may~~ deny the request for additional leave.

Any district request for additional verification by an employee's physician or a district-selected physician shall be in writing and shall specify that the report to be submitted to the district should not contain the employee's genetic information. Any genetic information received by the district on behalf of an employee shall be treated as a confidential medical record, maintained in a file separate from the employee's personnel file, and shall not be disclosed except in accordance with 29 CFR 1635.9.

Before returning to work, an employee who has been absent for surgery, hospitalization, or extended medical treatment may be asked to submit a letter from ~~his/her~~ a physician stating that ~~he/she~~ **the employee** is able to return and stipulating any ~~recommended~~ **necessary** restrictions or limitations.

(cf. 4032—Reasonable Accommodation)

(cf. 4113.4/4213.4/4313.4—Temporary Modified/Light Duty Assignment)

~~Verification requirements shall not discriminate against any employee on the basis of his/her religious practice.~~

(cf. 4030—Nondiscrimination in Employment)

(cf. 4031—Complaints Concerning Discrimination in Employment)

Short-Term and Substitute Employees

Except for a retired annuitant who is not reinstated to the retirement system, ~~any~~ short-term or substitute employees who works for 30 or more days within a year of ~~his/her~~ **their** employment shall be entitled to one hour of paid sick leave for every 30 hours worked. Accrued paid sick days shall carry over to the following year of employment, up to a maximum of 48 hours. (Labor Code 246)

~~Any~~ short-term or substitute employees may begin to use accrued paid sick days on the 90th day of ~~his/her~~ **their** employment, after which ~~he/she~~ **they** may use the sick days as they are accrued. (Labor Code 246)

A short-term or substitute employee may use accrued sick leave for absences due to: (Labor Code 246.5)

1. ~~His/her~~ **The employee's** own need or the need of a family member, as defined in Labor Code 245.5, for the diagnosis, care, or treatment of an existing health condition or for preventive care
2. Need of the employee to obtain or seek any relief or medical attention specified in Labor Code 230(c) and 230.1(a) for the health, safety, or welfare of the employee, or ~~his/her~~ **the employee's** child, when the employee has been a victim of domestic violence, sexual assault, or stalking

Healthy Workplaces, Healthy Families Act Requirements

No employee, including a short-term or substitute employee, shall be denied the right to use accrued sick days and the district shall not in any manner discriminate or retaliate against an employee for using or attempting to use sick leave, filing a complaint with the Labor Commissioner, or alleging district violation of Labor Code 245-249.

To ensure the district's compliance with Labor Code 245-249, the Superintendent or designee shall:

1. At a conspicuous location in each workplace, display a poster on paid sick leave that includes the following information:
 - a. That an employee is entitled to accrue, request, and use paid sick days
 - b. The ~~amount~~ **number** of sick days provided by Labor Code 245-249
 - c. The terms of use of paid sick days
 - d. That discrimination or retaliation against an employee for requesting and/or using sick leave is prohibited by law and that an employee has the right to file a complaint with the Labor Commissioner if the district discriminates or retaliates against ~~him/her~~ **the employee**
2. Provide at least 24 hours or three days of paid sick leave to each eligible employee to use per year and allow eligible employees to use accrued sick leave upon reasonable request
3. Provide eligible employees written notice, on their pay stub or other document issued with their pay check, of the amount of paid sick leave they have available

(cf. 4112.9/4212.9/4312.9 – Employee Notifications)

4. Keep a record documenting the hours worked and paid sick days accrued and used by each eligible employee for three years

Legal Reference:

- EDUCATION CODE
- 45103 Substitute employees
- 45190 Leaves of absence and vacations
- 45191 Leaves of absence for illness and injury
- 45191.5 Leave for military service connected disability

45193 Leave of absence for pregnancy (re use of sick leave under certain circumstances)
45195 Additional leave for nonindustrial accident or illness; reemployment preference
45196 Salary; deductions during sick leave
45196.1 Differential pay during parental leave up to 12 weeks after sick leave is exhausted
45202 Transfer of accumulated sick leave and other benefits

LABOR CODE

230 Jury duty: legal actions by domestic violence, sexual assault and stalking victims, right to time off
230.1 Employers with 25 or more employees: domestic violence, sexual assault and stalking victims, right to time off
233 Illness of child, parent, spouse or domestic partner
245-249 Healthy Workplaces, Healthy Families Act of 2014

COURT DECISIONS

California School Employees Association v. Colton Joint Unified School District, (2009) 170 Cal.App.4th 957
California School Employees Association v. Tustin Unified School District, (2007) 148 Cal.App.4th 510

ATTORNEY GENERAL OPINIONS

53 Ops. Cal. Atty. Gen. 111 (1970)

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 2/15/24

Agenda Item:

Board Policy 0410: Nondiscrimination in District Programs and Activities

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

Second Reading/Adoption: Policy updated to reflect NEW LAW (AB 1078, 2023) which (1) requires that the district's policy prohibiting discrimination, harassment, intimidation, and bullying include a statement that the policy applies to all acts of the Governing Board and Superintendent in enacting policies and procedures that govern the district, (2) clarifies when it is unlawful discrimination for the Board to refuse to approve the use or prohibit the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or resource in a school library, (3) requires the California Department of Education to develop, by July 1, 2025, guidance and public educational materials to ensure that all Californians can access information about educational laws and policies that safeguard the right to an accurate and inclusive curriculum, and (4) provides that complaints alleging discrimination related to the use or prohibited use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or resource in a school library may be brought under the district's uniform complaint procedures or may be directly filed with the Superintendent of Public Instruction, as specified. Policy also updated to reference NEW U.S. DEPARTMENT OF EDUCATION OFFICE FOR CIVIL RIGHTS GUIDANCE documents which provide that (1) a district may not separate students based on race, but may include group discussions or activities that focus on race as part of the curriculum, courses, or programs so long as access or participation is not permitted or limited based on race, (2) a school-sponsored program with emphasis on race, such as a student club, that is open to all students, typically would not violate Title VI solely because of its race-related theme, and (3) a district's responsibility not to discriminate against students applies to any of its programs or activities, whether directly or through contractual or other arrangements. Additionally, policy updated to expand the list of characteristics for which discrimination is prohibited in order to more closely align with law; and, to reflect NEW LAW (SB 523, 2022) which includes reproductive health decisionmaking as a characteristic for which employees, job applicants, unpaid interns and volunteers are protected against unlawful discrimination and harassment.

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Recommended Action:

Informational

Discussion

Approval

Adoption

Denial

Ratification

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


Originating Department/School: Superintendent's Office

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Lisa DeRosier, Executive Assistant



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member: _____

NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES

~~The Governing Board~~ This policy shall apply to all acts related to a school activity or school attendance and to all acts of the Governing Board and the Superintendent in enacting policies and procedures that govern the district.

The Board is committed to providing equal opportunity for all individuals in district programs and activities. District programs, activities, and practices shall be free from unlawful discrimination, including discrimination against an individual or group based on race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, **reproductive health decisionmaking**, physical or mental disability, **medical condition**, sex, sexual orientation, gender, gender identity, gender expression, **veteran or military status**, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

- ~~(cf. 1240—Volunteer Assistance)~~
- ~~(cf. 4030—Nondiscrimination in Employment)~~
- ~~(cf. 4032—Reasonable Accommodation)~~
- ~~(cf. 4033—Lactation Accommodation)~~
- ~~(cf. 4119.11/4219.11/4319.11—Sexual Harassment)~~
- ~~(cf. 4161.8/4261.8/4361.8—Family Care and Medical Leave)~~
- ~~(cf. 5131.2—Bullying)~~
- ~~(cf. 5145.3—Nondiscrimination/Harassment)~~
- ~~(cf. 5145.7—Sexual Harassment)~~
- ~~(cf. 5145.9—Hate-Motivated Behavior)~~
- ~~(cf. 5146—Married/Pregnant/Parenting Students)~~
- ~~(cf. 6145—Extracurricular and Cocurricular Activities)~~
- ~~(cf. 6145.2—Athletic Competition)~~
- ~~(cf. 6164.4—Identification and Evaluation of Individuals for Special Education)~~
- ~~(cf. 6164.6—Identification and Education Under Section 504)~~
- ~~(cf. 6178—Career-Technical Education)~~
- ~~(cf. 6200—Adult Education)~~

~~Pursuant to 34 CFR 104.8 and 34 CFR 106.9, the Superintendent or designee shall notify students, parents/guardians, employees, employee organizations, applicants for admission and employment, and sources of referral for applicants about the district's policy on nondiscrimination and related complaint procedures. Such notification shall be included in each announcement, bulletin, catalog, application form, or other recruitment materials distributed to these groups.~~

- ~~(cf. 1312.3—Uniform Complaint Procedures)~~
- ~~(cf. 4031—Complaints Concerning Discrimination in Employment)~~
- ~~(cf. 4112.9/4212.9/4312.9—Employee Notifications)~~
- ~~(cf. 5145.6—Parental Notifications)~~

All individuals shall be treated equitably in the receipt of district and school services. Personally identifiable information collected in the implementation of any district program, including, but not limited to, student and family information for the free and reduced-price lunch program, transportation, or any other educational program, shall be used only for the purposes of the program, except when the Superintendent or designee authorizes its use for

another purpose in accordance with law. Resources and data collected by the district shall not be used, directly or by others, to compile a list, registry, or database of individuals based on race, gender, sexual orientation, religion, ethnicity, national origin, or immigration status or any other category identified above.

Access for Individuals with Disabilities

~~(cf. 3540—Transportation)~~
~~(cf. 3553—Free and Reduced Price Meals)~~
~~(cf. 5145.13—Response to Immigration Enforcement)~~

District programs and activities shall be free of any ~~racially derogatory or discriminatory use, selection, or rejection of textbooks, instructional materials, library books, or similar educational resources~~ ~~school or athletic team names, mascots, or nicknames.~~

The Superintendent or designee shall annually review district programs and activities to ensure the removal of any derogatory or discriminatory name, image, practice, or other barrier that may unlawfully prevent an individual or group in any of the protected categories stated above from accessing district programs and activities. He/she shall take prompt, reasonable actions to remove any identified barrier. The Superintendent or designee shall report his/her findings and recommendations to the Board after each review.

~~(cf. 1330—Use of Facilities)~~

All allegations of unlawful discrimination in district programs and activities shall be **brought**, investigated and resolved in accordance with the procedures specified in AR 1312.3 - Uniform Complaint Procedures.

~~(cf. 1312.3—Uniform Complaint Procedures)~~

Pursuant to 34 CFR 104.8 and 34 CFR 106.9, the Superintendent or designee shall notify students, parents/guardians, employees, employee organizations, applicants for admission and employment, and sources of referral for applicants about the district's policy on nondiscrimination and related complaint procedures. Such notification shall be included in the annual parental notification distributed pursuant to Education Code 48980 and, as applicable, in announcements, bulletins, catalogs, handbooks, application forms, or other materials distributed by the district. The notification shall also be posted on the district's website and social media and in district schools and offices, including staff lounges, student government meeting rooms, and other prominent locations as appropriate.

~~(cf. 1113—District and School Web Sites)~~
~~(cf. 1114—District Sponsored Social Media)~~
~~(cf. 4112.9/4212.9/4312.9—Employee Notifications)~~
~~(cf. 5145.6—Parental Notifications)~~

Access for Individuals with Disabilities

In addition, the annual parental notification shall inform parents/guardians of their children's right to a free public education regardless of immigration status or religious beliefs, including information on educational rights issued by the California Attorney General. Alternatively,

such information may be provided through any other cost-effective means determined by the Superintendent or designee. (Education Code 234.7)

The district's nondiscrimination policy and related informational materials shall be published in a format that parents/guardians can understand. In addition, when 15 percent or more of a school's students speak a single primary language other than English, those materials shall be translated into that other.

District programs and facilities, viewed in their entirety, shall be in compliance with the Americans with Disabilities Act and any implementing standards and/or regulations. When structural changes to existing district facilities are needed to provide individuals with disabilities access to programs, services, activities, or facilities, the Superintendent or designee shall develop a transition plan that sets forth the steps for completing the changes.

~~(cf. 6163.2 - Animals At School)~~
~~(cf. 7110 - Facilities Master Plan)~~
~~(cf. 7111 - Evaluating Existing Buildings)~~

The Superintendent or designee shall ensure that the district provides appropriate auxiliary aids and services when necessary to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of a service, program, or activity. These aids and services may include, but are not limited to, qualified interpreters or readers, assistive listening devices, assistive technologies or other modifications to increase accessibility to district and school websites, notetakers, written materials, taped text, and Braille or large-print materials. Individuals with disabilities shall notify the Superintendent or ~~principal~~ **designee** if they have a disability that requires special assistance or services. Reasonable notification should be given prior to the school-sponsored function, program, or meeting.

~~(cf. 6020 - Parent Involvement)~~
~~(cf. 9320 - Meetings and Notices)~~
~~(cf. 9322 - Agenda/Meeting Materials)~~

The individual identified in **Administrative Regulation** 1312.3 - Uniform Complaint Procedures as the employee responsible for coordinating the district's response to complaints and for complying with state federal civil rights laws is hereby designated as the district's ADA coordinator.

~~He/she~~ **The compliance officer** shall receive and address requests for accommodation submitted by individuals with disabilities, and shall investigate and resolve complaints regarding their access to district programs, services, activities, or facilities.

ASSISTANT SUPERINTENDENT, ED SERVICES
12335 Woodside Avenue, Lakeside, CA 92040
(619) 390-2608
nwinspear@lsusd.net

Legal Reference:

EDUCATION CODE

200-262.4 *Prohibition of discrimination*
48985 *Notices to parents in language other than English*
51007 *Legislative intent: state policy*

GOVERNMENT CODE

11000 *Definitions*
11135 *Nondiscrimination in programs or activities funded by state*
11138 *Rules and regulations*
12900-12996 *Fair Employment and Housing Act*
54953.2 *Brown Act compliance with Americans with Disabilities Act*

PENAL CODE

422.55 *Definition of hate crime*
422.6 *Interference with constitutional right or privilege*

CODE OF REGULATIONS, TITLE 5

4600-4687 *Uniform complaint procedures*
4900-4965 *Nondiscrimination in elementary and secondary education programs*

UNITED STATES CODE, TITLE 20

1400-1482 *Individuals with Disabilities in Education Act*
1681-1688 *Discrimination based on sex or blindness, Title IX*
2301-2415 *Carl D. Perkins Vocational and Applied Technology Act*
6311 *State plans*

6312 Local education agency plans

UNITED STATES CODE, TITLE 29

794 *Section 504 of the Rehabilitation Act of 1973*
UNITED STATES CODE, TITLE 42
2000d-2000d-7 *Title VI, Civil Rights Act of 1964*
2000e-2000e-17 *Title VII, Civil Rights Act of 1964 as amended*
2000h-2000h-6 *Title IX*

12101-12213 *Americans with Disabilities Act*

CODE OF FEDERAL REGULATIONS, TITLE 28

35.101-35.190 *Americans with Disabilities Act*

36.303 *Auxiliary aids and services*

CODE OF FEDERAL REGULATIONS, TITLE 34

100.1-100.13 *Nondiscrimination in federal programs, effectuating Title VI*
104.1-104.39 *Section 504 of the Rehabilitation Act of 1973*
106.1-106.61 *Discrimination on the basis of sex, effectuating Title IX, especially:*
106.9 *Dissemination of policy*

Management Resources:

CSBA PUBLICATIONS

Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011
Providing a Safe, Nondiscriminatory School Environment for All Students, Policy Brief, April 2010
U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS
Notice of Non-Discrimination, January 1999
Protecting Students from Harassment and Hate Crime, January 1999
Nondiscrimination in Employment Practices in Education, August 1991

WEB SITES

CSBA: <http://www.esba.org>
California Department of Education: <http://www.cde.ca.gov>
Safe Schools Coalition: <http://www.esafeschoolscoalition.org>
Pacific ADA Center: <http://www.adapacific.org>
U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/oe>

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 4600-4670

5 CCR 4900-4965

Ed. Code 200-262.4

Ed. Code 48980

Ed. Code 48985

Ed. Code 51007

Ed. Code 51204.5

Ed. Code 51501

Ed. Code 60010

Ed. Code 60040-60052

Gov. Code 11000

Gov. Code 11135

Gov. Code 12900-12996

Gov. Code 54953

Gov. Code 54953.2

Gov. Code 8310.3

Pen. Code 422.55

Pen. Code 422.6

Description

Uniform complaint procedures

Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance

Prohibition of discrimination

Parent/Guardian notifications

Notices to parents in language other than English

Legislative intent: state policy

Social sciences instruction; contributions of specified groups

Nondiscriminatory subject matter

Instructional materials; definition

Requirements for instructional materials

Definitions

Prohibition of discrimination

Fair Employment and Housing Act

Meetings; Americans with Disabilities Act accessibility

Brown Act compliance with Americans with Disabilities Act

California Religious Freedom Act

Definition of hate crime

Crimes; harassment

Federal

20 USC 1400-1482

20 USC 1681-1688

20 USC 2301-2414

20 USC 6311

20 USC 6312

28 CFR 35.101-35.190

28 CFR 36.303

29 USC 794

34 CFR 100.1-100.13

34 CFR 104.1-104.39

34 CFR 106.1-106.82

42 USC 12101-12213

42 USC 2000d-2000d-7

42 USC 2000e-2000e-17

Description

Individuals with Disabilities Education Act

Title IX of the Education Amendments of 1972; discrimination based on sex

Strengthening Career and Technical Education for the 21st Century Act

State plan

Local educational agency plan

Americans with Disabilities Act

Nondiscrimination on the basis of disability, public accommodations, auxiliary aids, and services

Rehabilitation Act of 1973; Section 504

Nondiscrimination in federal programs; effectuating Title VI

Section 504 of the Rehabilitation Act of 1973

Discrimination on the basis of sex; effectuating Title IX

Americans with Disabilities Act

Title VI, Civil Rights Act of 1964

Title VII, Civil Rights Act of 1964, as amended

Management Resources

CA Civil Rights Department Publication

CA Department of Health Care Services Publication

Publication

CA Department of Health Care Services Policy and Procedures Letter No. 23-004, February 2023

Publication

CA Office of the Attorney General Publication

Publication

CSBA Publication

CSBA Publication

U.S. DOE & U.S. DOJ Civil Rights Divisions Pub

Description

California Law Prohibits Workplace Discrimination and Harassment

Policy and Procedures Letter No. 21-017R, December 2021

Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018

Parental and Student Rights in Relation to Transgender and Gender Nonconforming Students, Recently Asked Questions, August 2023

Legal Guidance on Rights of Transgender and Gender Nonconforming Students in Schools, October 2022

Dear Colleague Letter: Resource on Confronting Racial Discrimination in Student Discipline, May 2023

U.S. DOE, Office for Civil Rights Publication
U.S. DOE, Office for Civil Rights Publication

U.S. DOE, Office for Civil Rights Publication
U.S. DOE, Office for Civil Rights Publication
U.S. DOE, Office for Civil Rights Publication
U.S. DOE, Office for Civil Rights Publication
U.S. DOJ, Civil Rights Division Publication
U.S. DOJ, Civil Rights Division Publication

U.S. DOJ, Civil Rights Division Publication
Website
Website
Website
Website
Website

Website
Website
Website
Website
Website
Website
Website
World Wide Web Consortium Publication
Cross References

Supporting Transgender Youth in School, June 2021
Dear Colleague Letter: Frequently Asked Questions About the June 29, 2010, Dear Colleague Letter, May 26, 2011
Nondiscrimination in Employment Practices in Education, August 1991
Dear Colleague Letter: Race and School Programming, August 2023
Dear Colleague Letter: Electronic Book Readers, June 29, 2010
Dear Colleague Letter: Harassment and Bullying, October 2010
Guidance on Web Accessibility and the ADA, March 2022
Accessibility of State and Local Government Websites to People with Disabilities, February 2020
2010 ADA Standards for Accessible Design, September 2010
CSBA District and County Office of Education Legal Services
[California Office of the Attorney General](#)
World Wide Web Consortium, Web Accessibility Initiative
[Pacific ADA Center](#)
[U.S. Department of Justice, Civil Rights Division, Disability Rights Section](#)
[California Safe Schools Coalition](#)
[CSBA](#)
[California Department of Education](#)
California Civil Rights Department
[U.S. Equal Employment Opportunity Commission](#)
[U.S. Department of Education, Office for Civil Rights](#)
[California Department of Health Care Services](#)
Web Content Accessibility Guidelines, December 2008

Code

0100
0415
0450
0470
1100
1113
1114
1230
1240
1260
1312.2
1312.3
1312.4
1325
1330
3260
3270
3311
3515.3
3515.31
3530
3540
3541.2
3551
3552
3553
3555
3600
4030
4032
4033

Description

Philosophy
Equity
Comprehensive Safety Plan
COVID-19 Mitigation Plan
Communication With The Public
District And School Websites
District-Sponsored Social Media
School-Connected Organizations
Volunteer Assistance
Educational Foundation
Complaints Concerning Instructional Materials
Uniform Complaint Procedures
Williams Uniform Complaint Procedures
Advertising And Promotion
Use Of School Facilities
Fees And Charges
Sale And Disposal Of Books, Equipment And Supplies
Bids
District Police/Security Department
School Resource Officers
Risk Management/Insurance
Transportation
Transportation For Students With Disabilities
Food Service Operations/Cafeteria Fund
Summer Meal Program
Free And Reduced Price Meals
Nutrition Program Compliance
Consultants
Nondiscrimination In Employment
Reasonable Accommodation
Lactation Accommodation

4040	<i>Employee Use Of Technology</i>
4111	<i>Recruitment And Selection</i>
4111.2	<i>Legal Status Requirement</i>
4119.11	<i>Sexual Harassment</i>
4119.21	<i>Professional Standards</i>
4119.22	<i>Dress And Grooming</i>
4131	<i>Staff Development</i>
4144	<i>Complaints</i>
4161.8	<i>Family Care And Medical Leave</i>
4211	<i>Recruitment And Selection</i>
4211.2	<i>Legal Status Requirement</i>
4212.9	<i>Employee Notifications</i>
4219.11	<i>Sexual Harassment</i>
4219.21	<i>Professional Standards</i>
4219.22	<i>Dress And Grooming</i>
4244	<i>Complaints</i>
4261.8	<i>Family Care And Medical Leave</i>
4311	<i>Recruitment And Selection</i>
4311.2	<i>Legal Status Requirement</i>
4312.9	<i>Employee Notifications</i>
4319.11	<i>Sexual Harassment</i>
4319.21	<i>Professional Standards</i>
4319.22	<i>Dress And Grooming</i>
4331	<i>Staff Development</i>
4344	<i>Complaints</i>
4361.8	<i>Family Care And Medical Leave</i>
5113.1	<i>Chronic Absence And Truancy</i>
5126	<i>Awards For Achievement</i>
5131.2	<i>Bullying</i>
5141.22	<i>Infectious Diseases</i>
5141.6	<i>School Health Services</i>
5145.12	<i>Search And Seizure</i>
5145.13	<i>Response To Immigration Enforcement</i>
5145.3	<i>Nondiscrimination/Harassment</i>
5145.6	<i>Parent/Guardian Notifications</i>
5145.7	<i>Sexual Harassment</i>
5145.71	<i>Title IX Sexual Harassment Complaint Procedures</i>
5145.9	<i>Hate-Motivated Behavior</i>
5146	<i>Married/Pregnant/Parenting Students</i>
5148	<i>Child Care And Development</i>
5148.2	<i>Before/After School Programs</i>
6000	<i>Concepts And Roles</i>
6020	<i>Parent Involvement</i>
6141	<i>Curriculum Development And Evaluation</i>
6141.2	<i>Recognition Of Religious Beliefs And Customs</i>
6141.4	<i>International Baccalaureate Program</i>
6141.5	<i>Advanced Placement</i>
6142.1	<i>Sexual Health And HIV/AIDS Prevention Instruction</i>
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6162.5	<i>Student Assessment</i>
6163.1	<i>Library Media Centers</i>
6163.2	<i>Animals At School</i>
6164.2	<i>Guidance/Counseling Services</i>
6164.4	<i>Identification And Evaluation Of Individuals For Special Education</i>
6164.6	<i>Identification And Education Under Section 504</i>
6172	<i>Gifted And Talented Student Program</i>
6173	<i>Education For Homeless Children</i>
6173	<i>Education For Homeless Children</i>
6173.1	<i>Education For Foster Youth</i>
6173.4	<i>Education For American Indian Students</i>
6175	<i>Migrant Education Program</i>
6178	<i>Career Technical Education</i>
6181	<i>Alternative Schools/Programs Of Choice</i>
6184	<i>Continuation Education</i>
6200	<i>Adult Education</i>
7110	<i>Facilities Master Plan</i>
7111	<i>Evaluating Existing Buildings</i>
7310	<i>Naming Of Facility</i>
9150	<i>Student Board Members</i>
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