

LAKE SIDE UNION SCHOOL DISTRICT

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

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

July 8, 2021
Closed Session: 4:00 p.m.
Open Session: 4:30 p.m.

NOTICE OF THE REGULAR MEETING OF THE BOARD OF TRUSTEES

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

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

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

A. CALL TO ORDER AND ROLL CALL

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

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

C. CLOSED SESSION – 4:00PM

Public Employee Evaluation, Superintendent, pursuant to Government Code §54957.

D. OPENING PROCEDURES – 4:30PM

1. Reconvene
2. Welcome Visitors
3. Closed Session Report
4. The Pledge of Allegiance will be led by President Ferrante.

E. TRUSTEE REPORTS AND COMMENTS

Trustees will report and comment as desired.

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

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

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

G. ITEMS OF BUSINESS

1.1 Designate consent agenda items.

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

1.2 Discussion/adoption of consent agenda items.

SUPERINTENDENT

2.1 **Adoption** is requested of the minutes of the regular board meeting of June 17, 2021.

HUMAN RESOURCES

3.1 **Approval** is requested of a Memorandum of Understanding with National University to provide students teaching experience through practice teaching.

3.2 **Approval** is requested of a Memorandum of Understanding with University of Phoenix to provide students teaching experience through practice teaching.

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 an adjustment to Resolution No. 2021-29, authorizing the replacement of warrants, with Dr. Rhonda Taylor, as Superintendent of the Lakeside Union School District.

4.3 **Approval/Ratification** is requested of the following annual contracts for the 2021-22 school year: A) East County SELPA (Spec Ed); B) San Diego County Office of Education (Ed Services); C) Aseltine School (Spec Ed); D) Coast Music Therapy (Spec Ed); E) CC Autism Spectrum Consultant, LLC (Spec Ed); F) Sanford Autism Consulting (Spec Ed); G) Rady Childrens Hospital (Pupil Services); H) Academic Cognitive Connections (Spec Ed); I) Jon Centofranchi (JC Educational Services) (Superintendent); J) Holly-Ann Hoff (Spec Ed); K) San Diego County Office of Education (TdS); L) Jim Huge (Superintendent); M) CSBA (Superintendent); and N) Merit Whitney (Transportation).

4.4 **Approval** is requested of the disposal of Bus #55, #57 and an F550 truck used by the Child Nutrition department. Bus #55 and the truck are part of the Carb Emission & Compliance, due to the Gross Combined Vehicle Weight and age (Bus #57) of the engines, they can no longer operate in the state of California.

4.5 **Approval** is requested of the Side Letter of Agreement with the California School Employees Association and its Chapter 240 regarding Assembly Bill 86 (AB86) Extended Learning Opportunities Grant and Instructional Assistants.

G. BUSINESS SERVICES (CONTINUED)

- 4.6 **Approval** is requested of overnight, out-of-county trips for Lakeside Middle School: A) Show Choir to attend competitions in Burbank; Anaheim (Disneyland); and Buena Park (Knott's Berry Park); B) ASB to attend leadership conference in Anaheim in June 2022; C) FFA to attend the state conference in Anaheim in June 2022; a Discovery Conference; a Delegate Meeting; and Regional day trips.
- 4.7 **Approval** is requested of the following fundraising events at Lakeside Middle School: A) Band: voluntary donation drive; band t-shirt sales; catalog sales of food/candy through Red Apple; B) Show Choir: voluntary donation drive; chorus/dance spirit wear; awards dinner; dessert concerts; voluntary admission to concerts; opportunity baskets at events; dance-a-thon; raffle baskets; C) PE Department: PE clothes; water sales; D) Drama Department: voluntary ticket sales to performances; E) Art Department: voluntary donation drive; F) ASB: H2O Go; school dances; sales of holiday grams; water sales at promotion; talent show; G) Color Guard: Chuck Wagon BBQ; Red Apple sales; school dance; holiday photos; H) FFA: honey sales; pancake breakfast at VFW hall; banquet; volunteer donation drive; teacher luncheons; restaurant dine nights with auctions; farm day dance; popcorn/cookie dough sales; t-shirt sales; and I) PLAY Program: ticket sales to performances; and voluntary donation drive.

EDUCATIONAL SERVICES

- 5.1 **Approval** is requested of the 2021-22 Categorical Funding: A) Title I, Part A – Basic; B) Title II, Part A – Supporting Effective Instruction; C) Title III, English Learner; D) Title IV, Part A – Student Support.

PUPIL SERVICES

- 6.1 **Adoption** is requested of Resolution No. 2022-01, authorizing the District to enter into a contract with the California Department of Education for Child Development Services, and authorizing the Superintendent to sign the contract documents for fiscal year 2021-22.
- 6.2 **Approval** is requested of a Compromise and Release Agreement via mediation with the student and district attorneys at a cost of \$39,244 (\$3,000, Educational services reimbursement; \$3,624.40, ESY; and \$32,619.60, Excelsior Academy placement).

H. DISCUSSION

1. **First Reading** is requested of Board Policy 0420.42: Charter School Renewal.
2. **First Reading** is requested of Board Policy and Administrative Regulation 1312.3: Uniform Complaint Procedures.
3. **First Reading** is requested of Administrative Regulation 3311.2: Lease-Leaseback Contracts.
4. **First Reading** is requested of Board Policy 3452: Student Activity Funds.
5. **First Reading** is requested of Board Policy 3600: Consultants.
6. **First Reading** is requested of Administrative Regulation 6173.4: Title VI Indian Education Programs.

H. REPORTS TO THE BOARD

1. **Erin Garcia** will present business and operations updates.
2. **Dr. Rhonda Taylor** will present closing comments.

I. ADJOURNMENT

Respectfully Submitted,

Rhonda L. Taylor, Ed.D.
Superintendent

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 7/8/21

Agenda Item:

Approval of Minutes

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

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

Regular Board Meeting of June 17, 2021

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Recommended Action:

☐ Informational

☐ Discussion

☐ Approval

☒ Adoption

☐ Denial

☐ Ratification

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

Originating Department/School: Superintendent's Office

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Lisa DeRosier, Executive Assistant



Dr. Rhonda Taylor, Superintendent

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: July 8, 2021

Agenda Item:

Memorandum of Understanding with National University

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

To provide students from National University teaching experience through practice teaching.

Fiscal Impact (Cost):

The University will provide compensation to the supervising teacher.

Funding Source:

N/A

Addresses Emphasis Goal(s):

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

Recommended Action:

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

Originating Department/School: Human Resources

Submitted/Recommended By:

Approved for Submission to the Governing Board:



J. Cesar Morales, Director, HR



Dr. Rhonda Taylor, Superintendent



UNPAID STUDENT TEACHING, FIELD EXPERIENCE AND PRACTICUM AGREEMENT

This agreement, effective on June 23, 2021, made by and between National University, a California non-profit public benefit corporation (the "University") and Lakeside Union Elementary School District, who have partnered for the purpose of providing contractual services for students, or state-supported K-12 educational service unit, which is located at 12335 Woodside Ave, Lakeside, CA 92040-0578, USA (individually or collectively, "Institution"), with reference to the following facts:

ARTICLE 1 RECITALS

- 1.1 Section 35160 of the California Education Code provides that the governing board of any Institution may initiate and carry on any program or activity, or may otherwise act in any manner which is not in conflict with, or inconsistent with, or pre-empted by, any law and which is not in conflict with the purposes for which the Institution is established.
- 1.2 An agreement by Institution to provide student teaching or practicum field experience to students enrolled in an education credential program offered by an institution of higher education approved by the California Commission on Teacher Credentialing (the "Commission") is not inconsistent with the purposes for which the Institution is established.
- 1.3 The University is accredited by the WASC Senior College and University Commission ("WSCUC"), and its education credential programs have been approved by the Commission.
- 1.4 The University desires that the Institution provide student teaching to students enrolled in the University's teacher training curricula and/or practicum field experience to students enrolled in the University's student counseling and other credential curricula. The Institution agrees to provide such student teaching and/or practicum experience on the terms and conditions specified in this Agreement.

ARTICLE 2 DEFINITIONS

- 2.1 "Institution" shall be inclusive of any District, Charter or School .
- 2.2 "Student" shall refer to a student enrolled in a program at the University which is approved by the commission and which leads to an education credential.
- 2.3 "Candidate" shall refer to the active participation by a Student in the duties and functions of a school counselor or psychologist under the direct supervision and instruction of one or more School/Practicum Supervisors.
- 2.4 "Master Teacher" shall refer to an employee of the Institution holding a valid, clear teaching credential issued by the Commission typically with three or more years teaching experience.
- 2.5 "Student Teaching" shall refer to the active participation by a Student in the duties and functions of classroom teaching under the direct supervision and instruction of one or more Master Teachers.

2.6 "Student Teaching Assignment" shall typically refer to a full day of Student Teaching, five days a week for 12 to 18 weeks, dependent upon program. Student Teaching Assignments shall satisfy all requirements of the Commission.

2.7 "School or Practicum Supervisor" shall refer to an employee of the Institution holding a valid Pupil Personnel Services or other credential issued by the Commission or equivalent certification recognized by the Institution typically with three or more years experience as a school counselor, school psychologist, school social worker, or other education specialist.

2.8 "Practicum" shall refer to the participation by a Student in the duties and functions of a school counselor, school psychologist, school social worker, or school attendance worker under the direct supervision and instruction of one or more School/Practicum Supervisors in order to develop the Candidates abilities in various aspects of their respective program.

2.9 "Practicum Assignment" shall consist of between 90 and 600 hours of Practicum depending upon the specific program requirements.

2.10 "Field Experience" shall refer to the participation by a Candidate in the duties and functions of a school counselor or psychologist under the direct supervision and instruction of a credentialed school counselor or psychologist. Under the supervision of one or more Practicum Supervisors shall provide candidates with the opportunity to demonstrate the full range of skills acquired during practicum, develop additional knowledge and skills, and provide direct and indirect services to pupils, parents, and school staff in all areas of training. Field Experience hours, location of participation, and qualifications vary depending upon the specific program requirements.

2.11 "Clinical Practice" are the hours of Practice Field Experience that vary depending upon the specific program requirements.

2.11 "Quarter Unit" shall refer to the amount of academic credit earned by a Student through the successful completion as determined by the University of approximately 25 hours of Student Teaching or between 20 to 40 hours of Practicum.

ARTICLE 3 **TERMS AND CONDITIONS**

3.1 Student Teaching, Field Experience and/or Practicum. The Institution shall provide University students with Student Teaching, Field Experience and/or Practicum in schools and classes of the Institution under the direct supervision and instruction of a Master Teacher or Practicum Supervisor as defined in Sections 2.4 and 2.7. The University and the Institution from time to time shall agree as to the number of students assigned to the Institution for Student Teaching, Field Experience and/or Practicum.

3.2 Institution Determination. The Institution at their sole discretion may refuse to accept, or may terminate, any Student assigned to the Institution for Student Teaching, Field Experience and/or Practicum based upon its good faith determination that the Student is not performing to the standards of the Institution. Upon written notification by the Institution, the University shall promptly terminate the Student's assignment to the Institution.

3.3 University Determination. The University shall determine the number of units of Student Teaching, Field Experience and/or Practicum each Student shall receive. Students shall be able to be eligible for more than one Student Teaching, Field Experience, and/or Practicum Assignment at the Institution.

3.4 Institution Reimbursement. University shall provide the Institution for supervision of Student Teaching,

Field Experience and/or Practicum at the completion of each semester or quarter, based on the number of units earned by the student teacher or by a predetermined amount. The University determines the rate, as set forth in "Exhibit A". The University will make such payment directly to the Institution. Institution acknowledges University Payment depends on the length of supervision where long and/or short assignments are assessed on a pro-rated basis, as set forth in "Exhibit A." Institution shall submit an invoice based on generated report received from the University Honorarium Specialist. Stipend provided is based on the amount set forth in "Exhibit A" for supervision of University Candidate(s). The total stipend amount for supervision per student shall not exceed six hundred (\$600). Upon receipt of invoice correlating to the University's Honorarium Specialist report, University shall pay the Institution at earliest convenience following the date the Institution's invoice is received.

3.5 Insurance. The Institution and the University will obtain and maintain a broad form commercial general liability insurance policy with coverage of at least \$1,000,000 (one million dollars) for each occurrence and \$2,000,000 (two million dollars) in the aggregate, with no exclusion for molestation or abuse. The Parties will provide proof of such insurance upon execution of this Agreement to each other. For purposes of this Agreement, each of the Parties will provide workers' compensation insurance coverage for their own employees, and Students are not employees of the Institution.

The Parties acknowledge that all Students are not employees of the Institution and are not entitled to benefits of any kind or nature normally provided employees of the Institution and/or to which employees are normally entitled, including but not limited to, State Unemployment Compensation or Workers' Compensation. Students' primary coverage for Student injuries shall be Students' personal medical insurance.

3.6 Termination of Assignment. In the event a Student Teaching Assignment or Practicum Assignment is terminated before it is completed, the Institution shall receive reimbursement of costs at the rate provided in Article 3.4 pro-rated to the nearest completed Quarter Unit.

3.7 Representations. The University represents that all Students assigned to the Institution for Student Teaching or Practicum are validly enrolled in a University credential program approved by the Commission. The University makes no other representation, express or implied, about, or assumes any responsibility for, the Student's fitness or qualification to participate in the Student Teaching or Practicum. Nothing in this Agreement shall be construed as a delegation by the Institution to the University of any of the Institution's duties and responsibilities for operation or supervision of the schools or classes of the Institution.

3.8 Certificate of Clearance. In accordance with California Education Code Section 44320, each credential candidate prior to assignment to Institution must obtain at their sole expense a "Certificate of Clearance," which includes a complete Live Scan Service. The University will ensure that student's receive a Certificate prior to beginning their assignment in the Institution or hold a valid document issued by the CTC accounting for fingerprint clearance.

3.9 Tuberculosis Clearance. In accordance with California Education Code Section 49406, each credential candidate prior to assignment to Institution must obtain at the candidate's sole expense an examination by a licensed physician or surgeon within the past 60 days to determine that he or she is free of active tuberculosis, prior to beginning the candidate's assignment in the Institution.

3.10 Video Assessment. Institution and University agree the use of video recording equipment on any Institution property, including but not limited to, Institution classrooms, is solely for the purpose of assessing student teachers as part of the credentialing process. The Institution shall provide University Site Support Providers with any or all applicable rules, regulations, and instructions relating to the assessment of student teachers. The University and Institution agree no video recording of any student teacher will occur without prior written notification of the name of the student teacher as well as date, time, and location of the video recording to the principal of the school where the video recording is to take place. Principal of the school within the Institution shall provide written approval of said recording; subject to the parent/guardian authorizations set

forth in section 3.12 of this agreement.

3.11 Control, Supervision, Evaluation of Video Recording. The control, supervision, evaluation, and/or direction of all student teachers and any other University personnel in connection with the assessment of the student teachers, including, but not limited to, all classroom video recording of the student teachers, shall be at the University's sole discretion.

- a. The University and Institution agree no video recording of any Institution student shall be permitted to occur without the express written approval and authorization from the students' parent/guardian.

3.12 Confidentiality of Student Records. For purposes of this Agreement and any University Program Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), University designates Institution and its Facilities/Educational Sites as having a legitimate educational interest in the educational records of any student who participates in the Student Teaching and Practicum experience to the extent that access to the records is required by Institution programs or facilities to which the student is assigned to carry out the relevant educational experience. Institution and its organizational components (i.e., programs) agree to maintain the confidentiality of each Student's educational record in accordance with the provisions of FERPA.

3.13 Confidentiality of Institution Pupil Records. No Student will have access to or have the right to receive any Institution pupil records, except to the extent necessary in the regular course of assisting in providing services to pupils as part of the Student Teaching or Practicum experience. The discussion, transmission, or narration in any form by Students of any individually identifiable pupil information, educational, medical or otherwise, which is obtained in the course of the Student Teaching or Practicum experience, is forbidden except as a necessary part of the practical experience. To the extent a Student is given access, they are subject to the privacy regulations outlined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. Part 99, as amended ("FERPA"). Otherwise, Students shall use de-identified information only (and not personally identifiable pupil information) in any discussions about the Student Teaching or Practicum experience with University, its employees, agents or others.

3.14 Publicity. Neither University nor Institution shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to this Agreement, without the prior written consent of the other party. In addition, neither party may use the names, logos, or trademarks of the other party without its prior written consent.

3.15 Unpaid Student Teaching and Practicum Parameters. University and Institution agrees and understand that Unpaid Students/Candidates are not employees of the Institution and are not entitled to benefits of any kind or nature normally provided employees of the School and/or to which employees are normally entitled, including but not limited to, State Unemployment Compensation or Workers' Compensation. Students' primary coverage for Student injuries shall be Students' personal medical insurance. School further understands and agrees to the following pursuant to the Fair Labor and Standards Act ("FLSA"):

- (a) Student and Institution understand that there is no expectation of compensation;
- (b) The Field Experience is similar to that which would be given in an educational environment;
- (c) The Field Experience is tied to the Student's formal education program by integrated coursework or the receipt of academic credit;
- (d) The Field Experience timeframe with the Student and Institution corresponds to program in which the student is enrolled;
- (e) The duration of the Field Experience for each student is limited to the duration of time either to complete the practicum hours or the end of the course;
- (f) The student's Field Experience complements, rather than displaces, the work of paid employees while providing significant educational benefits to the Student; and
- (g) Institution understands that Student is participating in the Field Experience for experience

and is not entitled to a job at the conclusion of the Field Experience.

3.16 School Site-employed supervisors must complete an orientation to the program's expectations to be knowledgeable regarding program curriculum and assessments, including the TPEs and the California Teaching Performance Assessment (CAL TPA). School Site employed supervisors are required to complete a minimum of 10 hours of initial orientation provided through National University on the program curriculum, effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices, program curriculum and assessments, including the TPEs and the CAL TPA.

3.17 School Site with Student Teachers, Practica, field experience, and/or practicum candidates must have a fully qualified administrator.

3.18 As applicable to a particular program, University may request use of video capture for candidate reflection and CAL TPA completion to reflect to the extent possible Student Teacher's knowledge, skills, and abilities to instruct TK-12 students while meeting state-adopted academic standards for their program. School Site shall inform Credential Student Teachers of video recording policies in place for the CAL TPA task video capture requirement.

ARTICLE 4 **GENERAL PROVISIONS**

4.1 **Term.** The term of this Agreement shall commence as of the Effective Date above and shall continue until terminated in accordance with the terms and conditions in this Agreement upon thirty (30) days written notice by either party of its intent to terminate this Agreement. Provided, however, all Students receiving Student Teaching or Practicum from the District as of the date of such notice shall be permitted to complete their Student Teaching Assignment or Practicum Assignment so long as said student is not the cause of the termination of the agreement.

4.2 **Attorney's Fees.** In the event any party hereto commences litigation for the interpretation, specific performance, or damages for the breach of this Agreement, the prevailing party shall be entitled to a judgment or award against the other in an amount equal to reasonable attorney's fees and expenses incurred, together with all other appropriate legal or equitable relief.

4.3 **Notices.** All notices, demands, or other communications given under this Agreement shall be in writing and shall be deemed to have been duly given as of the second business day after mailing by United States mail, postage pre-paid addressed to the addresses on page four hereof, or to such other address or to such other person as any party hereto shall designate to the other for such purposes in the manner hereinabove set forth. Personal delivery of such notice, demand, or communication may also be made to the above-described addressees and shall be deemed given as of the date of such delivery.

4.4 **Integration Clause.** This Agreement contains the entire agreement between the parties relating to the transactions contemplated hereby and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written, are merged herein. No modification, waiver, amendment, discharge, or change to the Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge, or change is or may be sought.

4.5 **General Provisions.** This Agreement (i) shall be binding upon and inure to the benefit and be enforceable by the parties hereto and their respective legal representatives, successors, or assigns, (ii) may be executed in any number of counter-parts, each of which may be deemed to be an original, but all of which together shall constitute one and the same instrument, (iii) shall be construed and enforced in accordance with the laws of the State of California, and (iv) has been executed at San Diego, California as of the last date set forth below.

4.6 **Mutual Indemnification.** University shall defend, indemnify and hold Institution, its Board, officers, employees, agents, and volunteers harmless from and against any and all liability, loss, expense (including

reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or resulting from the negligent or intentional acts or omissions of University its Board, officers, agents, or students.


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

4.7 Dispute Resolution. In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be communicated to the other party in writing in advance of any filed litigation to provide the parties a further opportunity to reach a resolution by means of formal mediation.

4.8 Limitation of Liability. Limitation of Liability, except for obligations to make payment under this Contract, Liability for Indemnification, Liability for Breach of Confidentiality, or Liability for Infringement or Misappropriation of Intellectual Property Rights, in no event shall either Party or any of its Representatives be liable under this Contract to the other Party of any Third Party for Consequential, Indirect, Incidental, Special, Exemplary, Punitive, or Enhanced Damages, Lost Profits or Revenues or Diminution in Value arising out of, or relating to, and/or in connection with any Breach of this Contract, regardless of whether such damages were foreseeable, whether or not it was advised of the possibility of such damages and the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective the date first written above.

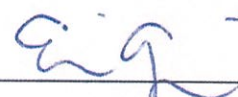
NATIONAL UNIVERSITY

By: 
 By: Dave Lawrence (Jun 26, 2021 09:35 PDT)
 Dave C. Lawrence, MBA, Ed.D.
 Vice Chancellor, Finance

Dated: Jun 26, 2021

University Contact Information
 Contract Coordinator
 National University
 9980 Carroll Canyon Road
 San Diego, CA 92131
 (858) 642-8310
 credcontracts@nu.edu

Lakeside Union Elementary School District

By: 
 By: _____
 Name: Erin Garcia
 Title: Assistant Superintendent

Dated: 6-23-21

Telephone: 619-390-2600

Address: 12335 Wardside Ave.

Lakeside, CA 92040

EXHIBIT A

Student Teaching, Field Experience & Practicum Programs

Institution and University wish to partner to support the following Student Teaching & Practicum Programs:

Inspired Teaching and Learning
 Teacher Education Credential
 Special Education Credential
 Preliminary Administrative Services Credential
 Pupil Personnel Services Credential – School of Counseling
 Pupil Personnel Services Credential – School of Psychology

Honorariums:

University shall reimburse Institution a predetermined amount for supervision of each student teaching or practicum course. Rate is determined by periods supervised (Attachment A). Total stipend amount per student shall not exceed six hundred (\$600) dollars. Institution must submit an invoice based on generated report received from University Honorarium Specialist. Upon receipt of invoice, University shall pay Institution one month following invoice date.

- Honorariums are based on amount of supervision to include the following programs: **Teacher Education Credential; Special Education Credential; and Preliminary Administrative Services Credential**. Student Teaching and Practicum courses each carry a stipend amount of \$300 per course. A maximum of \$600 can be earned for each student. See breakdown below:

Traditional Setting			Block Setting		
One Period	25%	$\$300 \times .25 = \75	One Period	33%	$\$300 \times .33 = \99 rounded to \$100
Two Periods	50%	$\$300 \times .50 = \150	Two Periods	66%	$\$300 \times .66 = \198 rounded to \$200
Three Periods	75%	$\$300 \times .75 = \225	Three Periods	100%	3 periods = \$300
Four or More Periods	100%	4 periods or more = \$300	*****	*****	*****

- Honorariums for Practicum courses for the following programs: **PPS Educational Counseling and PPS School Psychology**. Programs are \$150.00 each. See breakdown below:

Traditional Setting			Block Setting		
One Period	25%	\$37.50	One period	33%	\$50.00
Two Periods	50%	\$75.00	Two Periods	66%	\$100.00
Three Periods	75%	\$112.50	Three Periods	100%	\$150.00
Four Periods	100%	\$150.00	*****	*****	*****

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: July 8, 2021

Agenda Item:

Memorandum of Understanding with University of Phoenix

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

To provide students from University of Phoenix teaching experience through practice teaching.

Fiscal Impact (Cost):

The University will provide compensation to the supervising teacher.

Funding Source:

N/A

Addresses Emphasis Goal(s):

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

Recommended Action:

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


Originating Department/School: Human Resources

Submitted/Recommended By:



J. Cesar Morales, Director, HR

Approved for Submission to the Governing Board:



Dr. Rhonda Taylor, Superintendent



University of Phoenix
4025 S. Riverpoint Parkway
Phoenix, AZ 85040

**UNIVERSITY OF PHOENIX
SCHOOL AFFILIATION AGREEMENT
California**

This Affiliation Agreement made and entered into this 8th day of July 2021, by and between The University of Phoenix, Inc., an Arizona for-profit corporation, hereinafter referred to as the "UNIVERSITY" and Lakeside Union School District, an entity domiciled in the State of California, hereinafter referred to as the "SCHOOL."

I. PURPOSE

The purpose of this Agreement is to provide education experiences for selected UNIVERSITY students, hereinafter "STUDENTS", which take place at the SCHOOL and in which the SCHOOL will participate.

II. OBLIGATIONS OF THE UNIVERSITY

1. The UNIVERSITY will offer educational programs accredited by appropriate organizations; and will determine standards of education, hours of instruction, learning experiences, administration, matriculation, promotion, and graduation.
2. The UNIVERSITY will keep all records and reports on STUDENT experiences in accordance with UNIVERSITY policy and regulatory requirements.
3. The UNIVERSITY will plan with the SCHOOL, in advance, its schedule of STUDENT assignments to the designated areas, including dates and numbers of STUDENTS.
4. The UNIVERSITY agrees to inform STUDENTS that STUDENTS shall be responsible for following the rules and regulations of the SCHOOL, including recognition of the confidential nature of information regarding pupils and their records.
5. The UNIVERSITY will provide to the SCHOOL a copy of course objectives for the learning experience. The SCHOOL, together with the UNIVERSITY, will make arrangements for evaluating the learning experience.
6. The UNIVERSITY will assign a faculty supervisor who will collaborate with the SCHOOL'S mentoring teacher. For purposes of this Agreement, the term "mentoring teacher" shall be defined as the district educator who has been assigned to supervise the STUDENT.
7. STUDENTS shall not be considered as employees or agents of the UNIVERSITY.
8. To help defray costs associated with the placement of STUDENTS at the SCHOOL, the UNIVERSITY shall pay compensation in accordance with Exhibit A, attached hereto and incorporated herein, upon completion of STUDENT'S assignment at the SCHOOL, or at such other time as the parties agree.

9. UNIVERSITY shall ensure STUDENTS have valid fingerprint clearance as normally obtained through a Certificate of Clearance, or a (30) day Substitute Permit, and proper Tuberculosis screening prior to placement in SCHOOL for purposes outlined in this agreement.

III. OBLIGATIONS OF THE SCHOOL

1. The SCHOOL shall maintain sole responsibility for the instruction, education and welfare of its pupils. SCHOOL shall be responsible for providing adequate staffing necessary to maintain the highest level of quality education for its pupils.
2. The SCHOOL agrees that STUDENTS assigned to it for counseling, administration, teaching, and/or observation experiences are under the supervision, control, and responsibility of the SCHOOL.
3. The SCHOOL shall retain the right, in its sole discretion, to request the removal of any individual from any area of the SCHOOL premises. STUDENTS shall be instructed by the UNIVERSITY to promptly and without protest leave an area whenever they are requested to do so by an authorized SCHOOL representative.
4. The SCHOOL shall provide qualified mentoring teachers for STUDENTS. Mentoring teachers will be resource persons for STUDENTS and UNIVERSITY faculty while at the SCHOOL. Mentoring teachers selected by SCHOOL will: a) assist in orienting STUDENTS to the SCHOOL, the classroom, and the pupils; b) explain all SCHOOL and district policies, rules, and regulations to STUDENTS; c) provide prompt and substantive feedback to STUDENTS regarding all performance activities and interactions with SCHOOL personnel, pupils, and parents; d) complete evaluations of STUDENTS' progress and submit them to the University faculty supervisor, after reviewing them with the applicable STUDENT; e) immediately inform the University faculty supervisor of any concerns regarding a STUDENT; f) establish a time to meet and discuss with STUDENTS their activities, impressions, reflections, and suggestions for goals and areas of improvement; g) (For student teaching) supervise STUDENTS on a daily basis - if the mentoring teacher is absent from the classroom for any reason, a certified substitute must be assigned to the classroom. Student teachers holding a 30 day sub permit are allowed to sub in their assigned classroom or other school site classrooms with the approval of university personnel.
5. The SCHOOL shall provide to UNIVERSITY and STUDENTS the policies and procedures and other relevant materials to allow STUDENTS to function appropriately within the SCHOOL.
6. STUDENTS assigned to the SCHOOL shall follow the SCHOOL'S protocols for health and safety. The SCHOOL will provide necessary emergency medical services to STUDENTS.
7. The SCHOOL shall permit STUDENTS access to the library facilities/curriculum laboratories available to their personnel. STUDENTS may not remove materials from the SCHOOL without appropriate approval.
8. The SCHOOL shall keep confidential and shall not disclose to any person or entity (a) STUDENT applications; (b) STUDENT health records or reports; and/or (c) any STUDENT records as defined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, concerning any STUDENT participating in the education experiences provided by SCHOOL, unless such disclosure is authorized by the STUDENT or is ordered by a court of competent jurisdiction. SCHOOL shall adopt and enforce policies and procedures necessary to protect the confidentiality of STUDENT records as defined herein.

10. STUDENTS shall not be considered employees or agents of the SCHOOL with the exception of STUDENTS who are current teachers of record and are approved by the UNIVERSITY and SCHOOL to complete their teaching internship (clinical practice) in their own classroom.

IV. INDEMNIFICATION

1. Each party (the "Indemnifying Party") shall indemnify, hold harmless, and, at the request of the other party, defend the other party (the "Indemnified Party") from and against any and all claims, losses, liabilities, costs, and expenses including reasonable attorney's fees, established by judgment or alternative resolution award, arising from (a) any material breach of any provision of this Agreement or (b) the negligence or willful misconduct in the performance of obligations hereunder by the Indemnifying Party or any employee, agent, or other representative of the Indemnifying Party.
2. UNIVERSITY and SCHOOL shall provide prompt notification to one another and, to the extent allowed by law, shall reasonably cooperate with one another in the defense of, any lawsuits, claims, or threatened claims that pertain to services provided pursuant to this Agreement.

V. INSURANCE

1. UNIVERSITY and SCHOOL each shall maintain, as a minimum, Commercial General Liability Insurance written on an occurrence basis with insurance companies acceptable to the other party for limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, as assurance of its accountability for any such losses, claims, liabilities, or expenses.
2. Upon written request, a party shall provide the other party with a certificate evidencing such insurance coverage.
3. Insurance required by UNIVERSITY to be maintained hereunder may be provided under: (a) an individual policy; (b) a blanket policy or policies which may include other liabilities, properties and locations of UNIVERSITY or its affiliates; (c) a plan of self-insurance, provided that UNIVERSITY or any guarantor of UNIVERSITY'S obligations under this Agreement maintains, during the period of such self-insurance, a net worth of at least Fifty Million Dollars (\$50,000,000); or (d) a combination of any of the foregoing insurance programs.

VI. REPRESENTATIONS AND WARRANTIES

1. Each party to this Agreement represents and warrants that (i) it has the full power and authority to enter into this Agreement and to carry out the transactions contemplated hereby applicable to it; and (ii) it has taken all action necessary to authorize the execution, delivery and performance of this Agreement, and this Agreement has been duly executed and delivered to such party.

VII. GENERAL PROVISIONS

1. Neither the SCHOOL nor the UNIVERSITY will discriminate against any person because of race, color, religion, sex, or national origin, nor discriminate against any STUDENT or student applicant with a disability pursuant to law as set forth in the Americans with Disabilities Act.

2. This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the UNIVERSITY and the SCHOOL and their employees, STUDENTS, or agents, but rather is an Agreement by and among two independent contractors. Each STUDENT is placed with the SCHOOL in order to receive educational experience as part of the academic curriculum; duties performed by a STUDENT are not performed as an employee of the SCHOOL but rather in fulfillment of the academic requirements of the educational experience and are performed under direct supervision by SCHOOL personnel. To the extent allowed under state law, neither the SCHOOL nor the UNIVERSITY is required to provide workers' compensation coverage for the STUDENTS participating in the educational experience. UNIVERSITY acknowledges that nothing in this Agreement shall be construed to confer any right upon the UNIVERSITY or UNIVERSITY personnel to participate in, control, or direct operations at the SCHOOL.
3. The SCHOOL shall timely notify the UNIVERSITY when any UNIVERSITY employee or STUDENT has been involved in a reported incident and the UNIVERSITY shall have the opportunity to participate in any on-going investigation and shall have access to any oral or written reports and any other documentation related to the reported incident.
4. The SCHOOL and its employees shall not be entitled to compensation from the UNIVERSITY for services or actions of benefit to the UNIVERSITY which are part of or related to the educational program, however, as a professional courtesy, the mentoring teacher may be entitled to payment of the reasonable and customary honorarium or, alternatively, may at some campuses have the opportunity to enroll in a UNIVERSITY course upon completion of the supervisory assignment.
5. This Agreement constitutes the entire agreement as to the rights and obligations of the parties hereto and supersedes all prior and contemporaneous agreements and undertaking of the parties pertaining to the referenced subject matter.
6. Amendments to this Agreement may be made at any time, provided, however, that any amendments, modifications or alterations shall be made only in writing and shall become effective only upon the written approval of both the UNIVERSITY and the SCHOOL. Further, this Agreement may not be assigned by either party without prior written approval of the other party.
7. No waiver or breach of any term or provision of this Agreement shall be construed to be, nor shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing signed by the party waiving the breach.
8. In the event that any provision of this Agreement shall be held void, voidable, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.
9. This Agreement is not intended to create any rights or interests for any other person or entity other than the SCHOOL or the UNIVERSITY.
11. This Agreement will be governed by the laws of the State of California and shall in all respects be interpreted, enforced, and governed by California laws.
11. The SCHOOL and the UNIVERSITY may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. This Agreement may be executed by facsimile or PDF. Said facsimile or PDF shall be deemed an original and fully enforceable and admissible in any legal proceeding. Delivery of an executed counterpart signature page by facsimile or PDF is as effective as executing and delivering this Agreement in the presence of the other party to this

Agreement. This Agreement is effective upon delivery of one executed counterpart from each party to the other party(ies). In proving this Agreement, the SCHOOL or the UNIVERSITY must produce or account only for the executed counterpart of the party to be charged.

Notwithstanding the foregoing, the SCHOOL and the UNIVERSITY may consent to electronic signatures for the purpose of executing this Agreement by email or other electronic means, subject to compliance with any applicable laws, rules or regulations. Any such documents that are delivered electronically and accepted are deemed to be "in writing" to the same extent and with the same effect as if the Agreement had been signed manually. In no event will electronic execution expand such assent to include any terms other than those explicitly set for in this Agreement.

12. Criterion for the Selection of District-Employed Supervisors (DES)
The matching of student and district-employed supervisor (DES) must be a collaborative process between the SCHOOL AND UNIVERSITY.

The criterion for the selection of the DES is listed below:

1. DES holds a CLEAR Credential in the content area for which they are providing supervision
2. DES holds a minimum of five or more years of content area K-12 teaching experience.
3. DES must have demonstrated exemplary teaching practices, including excellence in: classroom management; student engagement; lesson planning, delivery, differentiation, and assessment; and mentorship of teachers and teacher candidates.
4. DES must be willing to model effective instructional practices and to guide, nurture, and provide daily feedback to our candidate
5. DES must allow the teacher candidate to complete state-mandated 4 weeks of solo teaching, and TPA assessment requirements, including video recording of students.

DES must complete the California Commission on Teacher Credentialing state required eight (8) hour training if they have not already met this requirement.

VIII. ARBITRATION

1. In the event any dispute or controversy arising out of this Agreement cannot be settled by the parties, such controversy or dispute shall be submitted to arbitration in Lakeside, California, and for this purpose each party hereby expressly consents to such arbitration in such place. In the event the parties cannot mutually agree upon an arbitrator and procedure to settle their dispute or controversy within fifteen (15) days after written demand by one of the parties for arbitration, then the dispute or controversy shall be arbitrated by a single arbitrator pursuant to the then-existing rules and regulations of the American Arbitration Association governing commercial transactions. The decision of the arbitrator shall be binding upon the parties hereto for all purposes, and judgment to enforce any such binding decision may be entered in a court of competent jurisdiction in San Diego County, California. Each party hereby expressly and irrevocably consents to the jurisdiction of said court. At the request of either party, arbitration proceedings shall be conducted in the utmost secrecy. In such case, all documents, testimony and records shall be received, heard and maintained by the arbitrator in secrecy, available for inspection only by either party and by their attorneys and experts who shall agree, in advance and in writing, to receive all such information in secrecy. In all other respects, the arbitration shall be conducted pursuant to the Uniform Arbitration Act as adopted in the State of California and then existing rules and regulations of the American Arbitration Association governing commercial transactions to the extent such rules and regulations are not inconsistent with such Act or this Agreement.

IX. TERM AND NOTICE

1. This Agreement shall become effective on July 8, 2021, and shall remain in effect until terminated by either party in accordance with this section. Either party may terminate this Agreement without cause by giving ninety (90) days prior written notice to the other party of its intention to terminate. Notwithstanding any such termination, all STUDENTS already enrolled in and participating in education experiences at SCHOOL at the time of the notice of termination shall be given a period of time not to exceed six (6) months from the date of the notice of termination during which to complete their education experiences at SCHOOL.
2. Any notice given under this Agreement may be given by personal delivery, overnight air express, or certified United States mail, return receipt requested. Notice shall be deemed to be given either (a) upon actual receipt, if notice is by personal delivery or by overnight air express; or (b) five (5) business days after mailing, if the notice is by United States mail, return receipt requested. Notice under this Agreement shall be given in writing to the parties at the addresses stated below, or to such other persons or places as either party may from time to time designate by written notice to the other party.

X. Counterparts and Electronic Signatures

1. The Agency and the University may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. This Agreement may be executed electronically. An electronic signature shall be deemed an original and fully enforceable and admissible in any legal proceeding. Delivery of an executed counterpart signature page is as effective as executing and delivering this Agreement in the presence of the other party to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each party to the other party(ies). In proving this Agreement, the Agency or the University must produce or account only for the executed counterpart of the party to be charged.

If to the UNIVERSITY:

University of Phoenix
College of Education
4025 S. Riverpoint Parkway
Mail Stop CF-K612
Phoenix, AZ 85040

With a copy to:

University of Phoenix
Legal Services
4025 S. Riverpoint Parkway
Mail Stop AA-F102
Phoenix, AZ 85040

If to the SCHOOL:

Lakeside Union School District
12335 Woodside Ave.
Lakeside, CA 92040

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first subscribed above.

UNIVERSITY:

DocuSigned by:



A704D58350C045F...
Signature

Pamela Roggeman
Name

Dean, College of Education
Title

602-557-1476

Phone Fax

Pamela.Roggeman@phoenix.edu
E-mail address

7/1/2021 | 8:20 AM PDT

Date

SCHOOL:

Signature

Name (Print or Type)

Title

Phone Fax

E-mail address

Date

EXHIBIT A

In accordance with Section II, paragraph 8, UNIVERSITY shall compensate the following upon completion of the STUDENT's assignment:

Mentoring Teacher

\$30.00/per week per student teaching assignment

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: July 8, 2021

Agenda Item:

COMMERCIAL WARRANT LISTING SHEET – for the period 6/01/2021 – 6/30/2021

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

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

Fiscal Impact (Cost):

\$2,674,813.13

Funding Source:

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

Addresses Emphasis Goal(s):

☐ **#1:** Academic Achievement

☐ **#2:** Social Emotional

☐ **#3:** Physical Environments

Recommended Action:

☐ **Informational**

☐ **Denial/Rejection**

☐ **Discussion**

☐ **Ratification**

☒ **Approval**

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

☐ **Adoption**

Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Erin Garcia, Assistant Superintendent



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member 

BOARD WARRANT REPORT

6/01/2021-6/30/2021

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount Charged to Fund
0100	14785097	MATH TRANSFORMATIONS	6/1/2021	GRADE LEVEL PLANNING X 2	6,000.00
0100	14785098	CURRIER & HUDSON	6/1/2021	V2021-017 BLANKET FOR FISCAL Y	13,480.87
0100	14785099	DEBORAH ANN COMISKEY	6/1/2021	I2021-006 BLANKET FOR FISCAL Y	1,500.00
0100	14785100	EAST PENN MFG CO	6/1/2021	(4) GC12T (12VOLT GOLF CART BA	1,212.35
0100	14785101	ERIN GARCIA	6/1/2021	REVOLVING ACCOUNT REIMBURSEMENTS TO THE GENERAL FUND	636.83
0100	14785103	SOUTHWEST SCHOOL & OFFICE SUPPLY	6/1/2021	BLANKET FOR FISCAL YEAR 2020-2	1,352.20
0100	14785104	SPRINT SOLUTIONS, INC.	6/1/2021	MBB UNLIMITED DATA, 9 MONTHS O	5,365.07
0100	14785105	TEKK INTERNATIONAL, INC.	6/1/2021	DMR DIGITAL DUAL BAND RADIO, L	3,180.00
0100	14785106	WELLS FARGO VENDOR FINANCIAL SERVICES	6/1/2021	BLANKET FOR 2020-21 FISCAL YEA	217.10
0100	14785108	XEROX CORPORATION	6/1/2021	05/27/20021 - CHANGE ORDER TO	390.71
0100	14785913	A&B SAW & LAWNMOWER SHOP	6/3/2021	BLANKET FOR FISCAL YEAR 2020-2	9.64
0100	14785914	AGRICULTURAL PEST CONTROL	6/3/2021	BLANKET FOR FISCAL YEAR 2020-2	85.00
0100	14785915	AIRGAS USA, LLC	6/3/2021	BLANKET FOR FISCAL YEAR 2020-2	126.26
0100	14785917	ALLIED REFRIGERATION INC	6/3/2021	CHANGE ORDER TO INCREASE	51.61
0100	14785919	BEST BEST & KRIEGER	6/3/2021	BLANKET FOR FISCAL YEAR 2020-2	1,398.00
0100	14785921	CINTAS CORPORATION	6/3/2021	BLANKET FOR 2020-21 FISCAL YEA	180.76
0100	14785922	DATTEL SYSTEMS INCORPORATED	6/3/2021	05/28/2021 - CHANGE ORDER TO I	737.50
0100	14785923	GOPHER SPORT	6/3/2021	BLANKET FOR FISCAL YEAR 2020-2	409.73
0100	14785924	NO TEARS LEARNING INC.	6/3/2021	ENG KICK START KINDER	1,358.23
0100	14785925	LOWE'S	6/3/2021	BLANKET FOR FISCAL YEAR 2020-2	611.54
0100	14785926	O'REILLY AUTO PARTS	6/3/2021	BLANKET P.O.	953.04
0100	14785928	SAFETY-KLEEN SYSTEMS, INC.	6/3/2021	3/15/2021 - CHANGE ORDER TO IN	687.45
0100	14785929	SCHOOL MATE	6/3/2021	PLANNERS	627.00
0100	14785930	DANIELLE ADLER	6/3/2021	I2021-018 - SCIENCE ENRICHMENT	5,720.00
0100	14785931	RUSSELL SIGLER, INC.	6/3/2021	BLANKET FOR FISCAL YEAR 2020-2	1,147.54
0100	14785933	SOUTHWEST SCHOOL & OFFICE SUPPLY	6/3/2021	BLANKET FOR FISCAL YEAR 2020-2	182.20
0100	14786903	AGRICULTURAL PEST CONTROL	6/7/2021	BLANKET FOR FISCAL YEAR 2020-2	645.00
0100	14786908	DATTEL SYSTEMS INCORPORATED	6/7/2021	BLANKET FOR FISCAL YEAR 2020-2	344.80
0100	14786910	EDCO DISPOSAL CORPORATION	6/7/2021	BLANKET FOR FISCAL YEAR 2020-2	3,823.90
0100	14786911	EL EDUCATION	6/7/2021	INVOICE NO. SS21-018	4,500.00
0100	14786913	HELIX WATER DISTRICT	6/7/2021	BLANKET FOR 2020-21 FISCAL YEA	1,722.52
0100	14786915	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	6/7/2021	BLANKET FOR FISCAL YEAR 2020-2	656.49
0100	14786916	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	6/7/2021	BLANKET FOR FISCAL YEAR 2020-2	226.98
0100	14786917	LAKESIDE WATER DISTRICT	6/7/2021	BLANKET FOR FISCAL YEAR 2020-2	345.56
0100	14786918	OFFICE DEPOT, INC.	6/7/2021	BLANKET FOR FISCAL YEAR 2020-2	132.62
0100	14786919	DAVIS CONSULTING CORPORATION	6/7/2021	V2019-110 - YEAR 2 OF 2 YEAR C	1,085.00
0100	14786920	POWDER 1	6/7/2021	POWDER COAT FOR TOP OF BENCHES	1,220.00
0100	14786922	SCHOOL HEALTH CORP.	6/7/2021	1006088 MAICO ERO-SCAN OAE SCR	4,072.31
0100	14786924	SHRED IT	6/7/2021	BLANKET FOR FISCAL YEAR 2020-2	239.36

BOARD WARRANT REPORT

6/01/2021-6/30/2021

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount Charged to Fund
0100	14786925	SMART & FINAL	6/7/2021	BLANKET FOR FISCAL YEAR 2020-2	489.82
0100	14786926	SOUTHWEST SCHOOL & OFFICE SUPPLY	6/7/2021	5/7/2021 - CHANGE ORDER TO INC	2,118.12
0100	14786929	WAXIE SANITARY SUPPLY	6/7/2021	2020-21 BLANKET FOR COVID	2,078.70
0100	14786930	WELLS FARGO VENDOR FINANCIAL SERVICES	6/7/2021	BLANKET FOR FISCAL YEAR 2020-2	286.49
0100	14788022	ABA EDUCATION FOUNDATION	6/10/2021	V2021-021 BLANKET FOR FISCAL Y	11,983.50
0100	14788023	ABLENET	6/10/2021	TALKINGBRIX 2 - SET OF 3, PROD	199.00
0100	14788024	ALLIANCE FOR AFRICAN ASSISTANCE	6/10/2021	INVOICE NO. 11644	700.26
0100	14788025	ASELTINE SCHOOL	6/10/2021	V2021-025 NON PUBLIC SCHOOL AG	8,284.76
0100	14788026	BEST BEST & KRIEGER	6/10/2021	BLANKET FOR FISCAL YEAR 2020-2	1,056.00
0100	14788028	COAST MUSIC THERAPY INC.	6/10/2021	V2021-028 - INVOICE NO. 13757	1,031.25
0100	14788029	DIESEL PRINT CO	6/10/2021	INVOICE NO. 2539 - YARD SIGNS,	4,064.16
0100	14788030	DISCOUNT SCHOOL SUPPLY	6/10/2021	REPLACEMENT BABY SEAT BELT FOR	49.54
0100	14788031	Tobii Dynavox LLC	6/10/2021	502539 CONNECTIT VARIO FLOOR S	1,619.70
0100	14788033	ERIN GARCIA, CUSTODIAN	6/10/2021	REVOLVING ACCOUNT REIMBURSEMENTS TO THE GENERAL FUND	13,879.33
0100	14788035	INSTITUTE FOR EFFECTIVE EDUCATION	6/10/2021	V2021-043 BLANKET FOR FISCAL Y	5,703.84
0100	14788036	LEADER SERVICES	6/10/2021	V2021-037 BLANKET FOR FISCAL Y	1,146.10
0100	14788037	MACDOUGAL-MORRIS GROUP LLC	6/10/2021	V2021-062 BLANKET FOR FISCAL Y	6,224.21
0100	14788038	JOCELYN MCCULLOUGH	6/10/2021	APRIL MILEAGE	192.64
0100	14788039	NATIONAL PETROLEUM INC	6/10/2021	BLANKET FOR FISCAL YEAR 2019-2	699.51
0100	14788040	OFFICE DEPOT, INC.	6/10/2021	BLANKET FOR FISCAL YEAR 2020-2	108.69
0100	14788041	NCS PEARSON, INC	6/10/2021	INVOICE NO. 14252962 - ONLINE	72.16
0100	14788042	RIVERSIDE ASSESSMENTS, LLC	6/10/2021	WOODCOCK-JOHNSON IV ORAL LANGU	5,456.77
0100	14788043	SOUTHWEST SCHOOL & OFFICE SUPPLY	6/10/2021	BLANKET FOR FISCAL YEAR 2020-2	368.82
0100	14788044	SPECIALIZED THERAPY SERVICES	6/10/2021	2/5/2021 - CHANGE ORDER TO INC	11,958.19
0100	14788045	BORDER RECAPING, LLC	6/10/2021	BLANKET FOR FISCAL YEAR 2020-2	317.07
0100	14788046	THERAPY TRAVELERS, LLC.	6/10/2021	5/3/2021 - CHANGE ORDER TO INC	10,912.50
0100	14788047	UCSD MEDICAL GROUP	6/10/2021	VISION THERAPY DIAGNOSTICS EVA	542.00
0100	14788048	VISTA HILL FOUNDATION	6/10/2021	V2021-054 BLANKET FOR FISCAL Y	10,264.00
0100	14788049	WAXIE SANITARY SUPPLY	6/10/2021	BLANKET FOR 2020-21 FISCAL YEA	729.47
0100	14788050	WEISSMAN'S	6/10/2021	12619 SIZE XLC RED	427.02
0100	14788051	WEBB'S RV SUPPLY	6/10/2021	BLANKET FOR FISCAL YEAR 2020-2	24.91
0100	14788052	WELLNESS TOGETHER INC.	6/10/2021	V2021-065 MENTAL HEALTH SERVIC	8,736.00
0100	14788053	WEST ED	6/10/2021	INVOICE NO. 21-1216	1,742.40
0100	14790543	CYNTHIA FRAZEE	6/14/2021	V2021-069 - INVOICE NO. 369342	652.00
0100	14790544	SPECIALIZED EDUCATION OF CALIFORNIA, INC	6/14/2021	BLANKET FOR FISCAL YEAR 2020-2	3,960.00
0100	14790545	VISTA HILL FOUNDATION	6/14/2021	V2021-054 BLANKET FOR FISCAL Y	1,680.00
0100	14793070	CALIFORNIA DEPT OF EDUCATION	6/17/2021	PROP 39 GRANT SURPLUS	60,392.00
0100	14793071	CERTIFIED MOBILE SHRED	6/17/2021	SERVICE CHARGES	75.00
0100	14793072	CPI	6/17/2021	CPI ANNUAL MEMBERSHIP RENEWAL	300.00

BOARD WARRANT REPORT

6/01/2021-6/30/2021

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount Charged to Fund
0100	14793073	DATTEL SYSTEMS INCORPORATED	6/17/2021	THUNDERBOLT DOCK GEN 2	537.29
0100	14793076	LAKESIDE WATER DISTRICT	6/17/2021	BLANKET FOR FISCAL YEAR 2020-2	4,655.84
0100	14793077	OFFICE DEPOT, INC.	6/17/2021	BLANKET FOR FISCAL YEAR 2020-2	250.69
0100	14793078	P&R PAPER SUPPLY COMPANY, INC.	6/17/2021	BLANKET FOR FISCAL YEAR 2020-2	1,478.88
0100	14793079	PAYTON'S TRUE VALUE HARDWARE	6/17/2021	BLANKET FOR FISCAL YEAR 2020-2	826.15
0100	14793080	RAYNE OF SAN DIEGO	6/17/2021	BLANKET FOR FISCAL YEAR 2020-2	63.00
0100	14793081	SAN DIEGO GOLF CARTS, LLC	6/17/2021	ICON I20 (NON LIFTED 2 PASSENG	8,499.00
0100	14793082	STEIN EDUCATION CENTER	6/17/2021	BLANKET FOR FISCAL YEAR 2020-2	10,427.82
0100	14793083	SPECIALIZED THERAPY SERVICES	6/17/2021	2/5/2021 - CHANGE ORDER TO INC	28,384.00
0100	14793084	SYCAMORE LANDFILL	6/17/2021	4/19/21 - CHANGE ORDER TO INCR	376.28
0100	14793087	VERIZON WIRELESS	6/17/2021	BLANKET FOR FISCAL YEAR 2020-2	1,827.01
0100	14793089	WILKINSON HADLEY KING & CO LLP	6/17/2021	INVOICE NO. 28638 - PROGRESS B	5,460.00
0100	14794723	A&B SAW & LAWNMOWER SHOP	6/21/2021	BLANKET FOR FISCAL YEAR 2020-2	49.39
0100	14794724	ABLENET	6/21/2021	SALES TAX FOR INV#CI211417	15.43
0100	14794725	AGRICULTURAL PEST CONTROL	6/21/2021	6/17/2021 CHANGE ORDER TO INCR	250.00
0100	14794726	AAF INTERNATIONAL	6/21/2021	BLANKET FOR FISCAL YEAR 2021-2	3,497.95
0100	14794728	ALLIED REFRIGERATION INC	6/21/2021	CHANGE ORDER TO INCREASE	321.12
0100	14794729	ALLIANCE FOR AFRICAN ASSISTANCE	6/21/2021	CONTRACT NO. V2020-038 - INVOI	1,036.62
0100	14794732	CAMEO PAPER & JANITORIAL	6/21/2021	BLANKET FOR FISCAL YEAR 2020-2	380.63
0100	14794733	CINTAS CORPORATION	6/21/2021	BLANKET FOR 2020-21 FISCAL YEA	180.76
0100	14794734	CLARK SECURITY PRODUCTS	6/21/2021	BLANKET FOR 2020-21 FISCAL YEA	709.61
0100	14794735	COAST MUSIC THERAPY INC.	6/21/2021	V2021-028 INVOICE NO. 13818 &	625.00
0100	14794736	SPORTS FOR LEARNING	6/21/2021	I2021-016 ONLINE TUTORING SUPP	3,600.00
0100	14794737	CED-SAN DIEGO CONSOLIDATED ELECTRIC	6/21/2021	CHANGE ORDER TO INCREASE	22.48
0100	14794739	DANNIS WOLIVER KELLEY	6/21/2021	V2021-005 BLANKET FOR FISCAL Y	1,004.50
0100	14794740	DEPARTMENT OF JUSTICE	6/21/2021	BLANKET FOR FISCAL YEAR 2020-2	588.00
0100	14794741	DINN BROS.	6/21/2021	BLANKET FOR FISCAL YEAR 2020-2	2,122.60
0100	14794742	MORSCO SUPPLY, LLC	6/21/2021	BLANKET FOR FISCAL YEAR 2020-2	1,121.42
0100	14794743	ERIN GARCIA	6/21/2021	REVOLVING ACCOUNT REIMBURSEMENTS TO THE GENERAL FUND	9,037.69
0100	14794744	MGT OF AMERICA, LLC	6/21/2021	V2021-040 CONSULTING SERVICES	2,212.50
0100	14794746	IMPERIAL SPRINKLER SUPPLY, INC.	6/21/2021	1/13/2021 - CHANGE ORDER TO IN	39.27
0100	14794747	McGRAW-HILL SCHOOL EDUCATION HOLDINGS	6/21/2021	READING WONDERS STUDENT WORKSP	2,574.60
0100	14794748	OFFICE DEPOT, INC.	6/21/2021	BLANKET FOR FISCAL YEAR 2020-2	62.78
0100	14794749	NCS PEARSON, INC	6/21/2021	INVOICE NO. 14479105	10.56
0100	14794751	ROADONE	6/21/2021	BLANKET FOR FISCAL YEAR 2020-2	240.00
0100	14794752	SAN DIEGO GAS & ELECTRIC	6/21/2021	BLANKET FOR FISCAL YEAR 2020-2	1,085.23
0100	14794753	SCHOOL SERVICES OF CA, INC	6/21/2021	CADIE REPORT 2019-20	450.00
0100	14794754	SAN DIEGO FENCE COMPANY	6/21/2021	D2021-001 - REPLACE 4' CHAIN L	45,026.00
0100	14794756	SHRED IT	6/21/2021	BLANKET FOR FISCAL YEAR 2020-2	134.89

BOARD WARRANT REPORT

6/01/2021-6/30/2021

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount Charged to Fund
0100	14794757	SPECIALIZED EDUCATION OF CALIFORNIA, INC	6/21/2021	BLANKET FOR FISCAL YEAR 2020-2	1,782.00
0100	14794759	SPARKLETTES	6/21/2021	BLANKET FOR FISCAL YEAR 2020-2	1,078.63
0100	14794760	BORDER RECAPING, LLC	6/21/2021	BLANKET FOR FISCAL YEAR 2020-2	703.88
0100	14794761	TRANE U.S.INC	6/21/2021	BLANKET FOR FISCAL YEAR 2020-2	38.55
0100	14794762	THERAPY TRAVELERS, LLC.	6/21/2021	5/3/2021 - CHANGE ORDER TO INC	3,104.00
0100	14794763	US AIR CONDITIONING DISTRIB.	6/21/2021	3/15/2021 - CHANGE ORDER TO IN	227.07
0100	14794764	VIRCO INC.	6/21/2021	ZHEXBOXM - Desk, Zuma Series,	14,367.39
0100	14794765	WAXIE SANITARY SUPPLY	6/21/2021	BLANKET FOR 2020-21 FISCAL YEA	1,288.17
0100	14794766	WELLS FARGO VENDOR FINANCIAL SERVICES	6/21/2021	BLANKET FOR FISCAL YEAR 2020-2	383.74
0100	14794767	XEROX CORPORATION	6/21/2021	BLANKET FOR FISCAL YEAR 2020-2	1,933.57
0100	14796093	AMAZON CAPITAL SERVICES, INC.	6/24/2021	BLANKET FOR FISCAL YEAR 2020-2	35,784.33
0100	14796094	AT&T	6/24/2021	BLANKET FOR FISCAL YEAR 2020-2	2,528.63
0100	14796096	CINTAS CORPORATION	6/24/2021	BLANKET FOR 2020-21 FISCAL YEA	181.98
0100	14796098	DATTEL SYSTEMS INCORPORATED	6/24/2021	SALES QUOTE SQ-317771 - TS P15	6,753.30
0100	14796099	DAVE BANG ASSOCIATES INC OF CA	6/24/2021	Wabash # SG111D, 8' Picnic Tab	5,647.82
0100	14796100	DINN BROS.	6/24/2021	BLANKET FOR FISCAL YEAR 2020-2	41.20
0100	14796101	DION & SONS, INC.	6/24/2021	BLANKET FOR 2020-21 FISCAL YEA	3,746.28
0100	14796102	EAST PENN MFG CO	6/24/2021	BLANKET FOR FISCAL YEAR 2020-2	97.39
0100	14796104	EWING IRRIGATION PRODUCTS	6/24/2021	BLANKET FOR FISCAL YEAR 2020-2	5.24
0100	14796105	MORSCO SUPPLY, LLC	6/24/2021	BLANKET FOR FISCAL YEAR 2020-2	6.28
0100	14796106	EYE PHONE CITY	6/24/2021	BLANKET FOR FISCAL YEAR 2020-2	7,517.13
0100	14796107	GRAINGER	6/24/2021	BLANKET FOR FISCAL YEAR 2020-2	301.34
0100	14796108	INFINISOURCE INC.	6/24/2021	ISOLVED COBRA ADMINISTRATION 5	432.00
0100	14796110	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	6/24/2021	BLANKET FOR FISCAL YEAR 2020-2	45.00
0100	14796111	LAKESIDE EQUIPMENT	6/24/2021	BLANKET FOR FISCAL YEAR 2020-2	287.61
0100	14796112	LAKESIDE WATER DISTRICT	6/24/2021	BLANKET FOR FISCAL YEAR 2020-2	1,170.43
0100	14796113	JOCELYN MCCULLOUGH	6/24/2021	MILEAGE - MAY 2021	288.96
0100	14796114	MISSION FEDERAL CREDIT UNION	6/24/2021	SAN DI-DEEPER LEARNING ONLINE	14,432.60
0100	14796116	POWDER 1	6/24/2021	POWDER 1	9,320.00
0100	14796117	SAN DIEGO COUNTY OFFICE OF ED	6/24/2021	INVOICE NO. 099-033338 COUNSEL	780.00
0100	14796118	SAN DIEGO GAS & ELECTRIC	6/24/2021	BLANKET FOR FISCAL YEAR 2020-2	25,315.86
0100	14796119	SMART & FINAL	6/24/2021	BLANKET FOR FISCAL YEAR 2020-2	83.56
0100	14796120	SOLUTION TREE, INC.	6/24/2021	ONSITE AND VIRTUAL PROFESSIONA	10,071.09
0100	14796121	SOUTHWEST SCHOOL & OFFICE SUPPLY	6/24/2021	BLANKET FOR FISCAL YEAR 2020-2	1,742.53
0100	14796122	STANDARD ELECTRONICS	6/24/2021	LABOR TO TROUBLESHOOT MISSING	690.77
0100	14796123	TARGET RIVER BE, INC.	6/24/2021	V2021-011B - INVOICE NO. 2461	13,600.00
0100	14796124	THERAPY TRAVELERS, LLC.	6/24/2021	5/3/2021 - CHANGE ORDER TO INC	3,880.00
0100	14796125	U.S. BANK EQUIPMENT FINANCE	6/24/2021	BLANKET FOR FISCAL YEAR 2020-2	156.80
0100	14796127	WAXIE SANITARY SUPPLY	6/24/2021	BLANKET FOR 2020-21 FISCAL YEA	11,539.82
0100	14796128	WELLS FARGO VENDOR FINANCIAL SERVICES	6/24/2021	BLANKET FOR FISCAL YEAR 2020-2	166.64

BOARD WARRANT REPORT

6/01/2021-6/30/2021

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount Charged to Fund
0100	14798187	AMAZON CAPITAL SERVICES, INC.	6/28/2021	BLANKET FOR FISCAL YEAR 2020-2	60,727.18
0100	14798191	CINTAS CORPORATION	6/28/2021	BLANKET FOR 2020-21 FISCAL YEA	363.84
0100	14798192	COMPETITIVE METALS, INC	6/28/2021	BLANKET FOR 2020-21 FISCAL YEA	33.61
0100	14798193	CED-SAN DIEGO CONSOLIDATED ELECTRIC	6/28/2021	CED	161.63
0100	14798194	DATTEL SYSTEMS INCORPORATED	6/28/2021	145326 DISPLAY PORT	55,426.96
0100	14798196	CAL PACIFIC TRUCK CENTER, LLC	6/28/2021	BLANKET FOR FISCAL YEAR 2020-2	2,050.03
0100	14798197	EAST PENN MFG CO	6/28/2021	BLANKET FOR FISCAL YEAR 2020-2	464.85
0100	14798199	ERIN GARCIA	6/28/2021	REVOLVING ACCOUNT REIMBURSEMENTS TO THE GENERAL FUND	3,617.08
0100	14798200	GRAINGER	6/28/2021	GRAINGER	601.50
0100	14798201	HOME DEPOT CREDIT SERVICES	6/28/2021	03/22/2021 - CHANGE ORDER TO I	338.40
0100	14798203	LOWE'S	6/28/2021	MONTHLY PURCHASE	56.00
0100	14798204	MACDOUGAL-MORRIS GROUP LLC	6/28/2021	V2021-062 BLANKET FOR FISCAL Y	5,569.03
0100	14798205	NVLS PROFESSIONAL SERVICES LLC	6/28/2021	E-RATE SERVICES	165.00
0100	14798206	P&R PAPER SUPPLY COMPANY, INC.	6/28/2021	BLANKET FOR FISCAL YEAR 2020-2	1,576.34
0100	14798208	SAN DIEGO COUNTY OFFICE OF ED	6/28/2021	INVOICE NO. 099-034160 PROJECT	1,880.00
0100	14798210	SOUTHWEST SCHOOL & OFFICE SUPPLY	6/28/2021	BLANKET FOR FISCAL YEAR 2020-2	129.30
0100	14798212	BORDER RECAPING, LLC	6/28/2021	BORDER TIRE	94.33
0100	14798213	VILLA SANTA MARIA, INC.	6/28/2021	BLANKET FOR FISCAL YEAR 2020-2	16,640.25
0100	14798214	WELLS FARGO VENDOR FINANCIAL SERVICES	6/28/2021	BLANKET FOR 2020-21 FISCAL YEA	217.10
0100 Total			GENERAL		717,980.11
1200	14785101	ERIN GARCIA	6/1/2021	REVOLVING ACCOUNT REIMBURSEMENTS TO THE CHILD DEVELOPMENT FUND	396.63
1200	14785916	ALBERTSONS	6/3/2021	BLANKET FOR FISCAL YEAR 2020-2	38.04
1200	14785932	SMART & FINAL	6/3/2021	BLANKET FOR FISCAL YEAR 2020-2	137.73
1200	14786910	EDCO DISPOSAL CORPORATION	6/7/2021	BLANKET FOR FISCAL YEAR 2020-2	105.85
1200	14794727	ALBERTSONS	6/21/2021	BLANKET FOR FISCAL YEAR 2020-2	46.97
1200	14794743	ERIN GARCIA	6/21/2021	REVOLVING ACCOUNT REIMBURSEMENTS TO THE CHILD DEVELOPMENT FUND	351.62
1200	14794759	SPARKLETTES	6/21/2021	BLANKET FOR FISCAL YEAR 2020-2	44.75
1200	14796114	MISSION FEDERAL CREDIT UNION	6/24/2021	WAL-MA-MISC PROGRAM SUPPLIES	4,057.30
1200	14796118	SAN DIEGO GAS & ELECTRIC	6/24/2021	BLANKET FOR FISCAL YEAR 2020-2	595.32
1200	14796128	WELLS FARGO VENDOR FINANCIAL SERVICES	6/24/2021	BLANKET FOR 2020-21 FISCAL YEA	106.82
1200	14798199	ERIN GARCIA	6/28/2021	REVOLVING ACCOUNT REIMBURSEMENTS TO THE CHILD DEVELOPMENT FUND	2,154.53
1200	14798209	SMART & FINAL	6/28/2021	BLANKET FOR FISCAL YEAR 2020-2	64.99
1200 Total			CHILD DEVELOPMENT		8,100.55
1300	14785921	CINTAS CORPORATION	6/3/2021	BLANKET FOR FISCAL YEAR 2020-2	20.75
1300	14785932	SMART & FINAL	6/3/2021	BLANKET FOR FISCAL YEAR 2021-2	458.77
1300	14786906	COUNTY BURNER & MACHINERY CORP	6/7/2021	LABOR - 1 MAN	190.00

BOARD WARRANT REPORT

6/01/2021-6/30/2021

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount Charged to Fund
1300	14786907	CULLIGAN	6/7/2021	BLANKET FOR FISCAL YEAR 2020-2	51.13
1300	14786909	DOMINO'S PIZZA	6/7/2021	BLANKET FOR FISCAL YEAR 2020-2	9,880.43
1300	14786921	PRO-EDGE KNIFE	6/7/2021	BLANKET FOR FISCAL YEAR 2020-2	30.00
1300	14786923	STEHLI FARMS ORGANICS	6/7/2021	BLANKET FOR FISCAL YEAR 2020-2	1,200.00
1300	14786925	SMART & FINAL	6/7/2021	BLANKET FOR FISCAL YEAR 2021-2	67.64
1300	14786928	SYSCO FOODS SERVICES	6/7/2021	BLANKET FOR FISCAL YEAR 2020-2	694.50
1300	14788032	GALASSO'S BAKERY	6/10/2021	BLANKET FOR FISCAL YEAR 2020-2	1,597.67
1300	14788034	GOLD STAR FOODS INC	6/10/2021	BLANKET FOR FISCAL YEAR 2020-2	10,870.56
1300	14793067	AMERICAN PRODUCE DISTRIBUTORS	6/17/2021	6/4/2021 - CHANGE ORDER TO INC	19,490.99
1300	14793074	GOLD STAR FOODS INC	6/17/2021	5/13/2021 - CHANGE ORDER TO IN	22,148.07
1300	14793075	HOLLANDIA DAIRY	6/17/2021	06/15/2021 - CHANGE ORDER TO I	21,092.10
1300	14793078	P&R PAPER SUPPLY COMPANY, INC.	6/17/2021	BLANKET FOR FISCAL YEAR 2020-2	4,523.63
1300	14793079	PAYTON'S TRUE VALUE HARDWARE	6/17/2021	ASSORTED COLOR KEY RING	37.04
1300	14793085	SYSCO FOODS SERVICES	6/17/2021	BLANKET FOR FISCAL YEAR 2020-2	1,106.45
1300	14793087	VERIZON WIRELESS	6/17/2021	BLANKET FOR FISCAL YEAR 2020-2	50.09
1300	14794733	CINTAS CORPORATION	6/21/2021	BLANKET FOR FISCAL YEAR 2020-2	20.75
1300	14794743	ERIN GARCIA	6/21/2021	REVOLVING ACCOUNT REIMBURSEMENTS TO THE CAFETERIA FUND	225.61
1300	14794758	SMART & FINAL	6/21/2021	BLANKET FOR FISCAL YEAR 2021-2	37.00
1300	14794767	XEROX CORPORATION	6/21/2021	BLANKET FOR FISCAL YEAR 2020-2	29.75
1300	14796094	AT&T	6/24/2021	BLANKET FOR FISCAL YEAR 2020-2	15.75
1300	14796096	CINTAS CORPORATION	6/24/2021	BLANKET FOR FISCAL YEAR 2020-2	20.75
1300	14796101	DION & SONS, INC.	6/24/2021	BLANKET FOR FISCAL YEAR 2021-2	236.32
1300	14796114	MISSION FEDERAL CREDIT UNION	6/24/2021	ALBERT-FOOD	20.78
1300	14796129	WRAP CITY, INC.	6/24/2021	#3M CONTROL TAC (SIDES CHEVY)	4,345.96
1300	14798187	AMAZON CAPITAL SERVICES, INC.	6/28/2021	BLANKET FOR FISCAL YEAR 2020-2	2,495.98
1300	14798189	CALIFORNIA DEPT OF EDUCATION	6/28/2021	BLANKET FOR FISCAL YEAR 2020-2	464.55
1300	14798190	CHEMSEARCH	6/28/2021	CHEMSEARCH	440.43
1300	14798191	CINTAS CORPORATION	6/28/2021	BLANKET FOR FISCAL YEAR 2020-2	41.50
1300	14798206	P&R PAPER SUPPLY COMPANY, INC.	6/28/2021	BLANKET FOR FISCAL YEAR 2020-2	1,557.72
1300	14798207	PRO-EDGE KNIFE	6/28/2021	BLANKET FOR FISCAL YEAR 2020-2	30.00
1300	14798209	SMART & FINAL	6/28/2021	BLANKET FOR FISCAL YEAR 2020-2	25.46
1300 Total				CAFETERIA	103,518.13
2139	14785107	WHILLOCK CONTRACTING, INC.	6/1/2021	BLANKET PURCHASE ORDER FOR LAK	334,290.51
2139	14785918	ALPHA STUDIO DESIGN GROUP	6/3/2021	BLANKET PURCHASE ORDER FOR LAK	30,050.00
2139	14786902	ACE ELECTRIC, INC.	6/7/2021	BLANKET FOR ELECTRICAL ON THE	25,032.50
2139	14786904	BLUE COAST CONSULTING	6/7/2021	BLANKET PURCHASE ORDER FOR DSA	16,800.00
2139	14786912	ESR CONSTRUCTION INC.	6/7/2021	BLANKET FOR INSTALLATION OF TI	136,325.00
2139	14786914	JOHNSTON TRACTOR, INC.	6/7/2021	BLANKET PO FOR SITE WORK ON TH	115,879.96
2139	14786927	SOUTHWEST CONSTRUCTION SERVICES	6/7/2021	4/13/2021 - CHANGE ORDER TO IN	5,084.78

BOARD WARRANT REPORT

6/01/2021-6/30/2021

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount Charged to Fund
2139	14788027	THE BANK OF NEW YORK MELLON TRUST CO NA	6/10/2021	LAKESIDE UNION SCHOOL DISTRICT	750.00
2139	14793069	BALFOUR BEATTY CONSTRUCTION LLC	6/17/2021	BLANKET PURCHASE ORDER FOR CM	116,754.37
2139	14793088	WESTERN ENVIRONMENTAL & SAFETY	6/17/2021	INVOICE NO. 21-065 LINDO PARK	11,817.50
2139	14794730	BALFOUR BEATTY CONSTRUCTION LLC	6/21/2021	3/22/2021 - CHANGE ORDER TO IN	29,188.59
2139	14794731	BLUE COAST CONSULTING	6/21/2021	BLANKET PURCHASE ORDER FOR DSA	10,080.00
2139	14794738	COLBI TECHNOLOGIES, INC.	6/21/2021	INVOICE #6777 ANNUAL SERVICE P	3,952.50
2139	14794744	MGT OF AMERICA, LLC	6/21/2021	BLANKET FOR FISCAL YEAR 2020-2	6,508.33
2139	14794745	HP INSPECTIONS, INC.	6/21/2021	BLANKET FOR HP INSPECTIONS FOR	9,075.00
2139	14796103	ESR CONSTRUCTION INC.	6/24/2021	MODUS SYSTEMS INCORPORATED GYM	833,592.30
2139	14796109	INTERPIPE CONTRACTING, INC.	6/24/2021	BLANKET FOR PLUMBING ON THE TI	18,664.48
2139	14798198	ESR CONSTRUCTION INC.	6/28/2021	BLANKET FOR INSTALLATION OF TI	56,050.00
2139	14798202	JOHNSTON TRACTOR, INC.	6/28/2021	BLANKET PO FOR SITE WORK ON TH	29,445.72
2139	14798211	SOUTHWEST CONSTRUCTION SERVICES	6/28/2021	BLANKET FOR FOR FINISHES ON TH	4,801.68
2139	14798215	WHILLOCK CONTRACTING, INC.	6/28/2021	BLANKET PURCHASE ORDER FOR LAK	39,790.75
2139 Total				BOND	1,833,933.97
2519	14794744	MGT OF AMERICA, LLC	6/21/2021	BLANKET FOR FISCAL YEAR 2020-2	91.67
2519 Total				CAPITAL FACILITIES	91.67
6200	14793086	U.S. BANK CORPORATE PYMT SYS	6/17/2021	U.S. BANK CORP. PYMT SYSTEMS	1,984.26
6200	14794750	PROCOPIO CORY HARGREAVES	6/21/2021	PROCOPIO	346.50
6200	14794755	SCHOOLS EXCESS LIABILITY FUND	6/21/2021	2016/2017	489.66
6200	14796095	ELIZABETH DOROTHY BRENNER	6/24/2021	KESTREL ED. CONSULTING	768.75
6200	14796126	VERIZON WIRELESS	6/24/2021	VERIZON	8.58
6200 Total				BARONA CHARTER	3,597.75
6201	14785102	PITNEY BOWES INC.	6/1/2021	BLANKET FOR FISCAL YEAR 2020-2	128.20
6201	14785920	BRIGHAM YOUNG UNIVERSITY	6/3/2021	HSS ENROLLMENT (MACKENZIE THO	375.00
6201	14786905	CALIFORNIA COAST CREDIT UNION	6/7/2021	CAL COAST CREDIT CARD	244.38
6201	14786910	EDCO DISPOSAL CORPORATION	6/7/2021	BLANKET FOR FISCAL YEAR 2020-2	201.36
6201	14786931	XEROX CORPORATION	6/7/2021	BLANKET FOR FISCAL YEAR 2020-2	2,752.39
6201	14794759	SPARKLETTS	6/21/2021	BLANKET FOR FISCAL YEAR 2020-2	51.04
6201	14796094	AT&T	6/24/2021	BLANKET FOR FISCAL YEAR 2020-2	87.43
6201	14796097	COX COMMUNICATIONS	6/24/2021	BLANKET FOR 2020-21 FISCAL YEA	990.00
6201	14796115	PITNEY BOWES INC.	6/24/2021	BLANKET FOR FISCAL YEAR 2020-2	104.94
6201	14796118	SAN DIEGO GAS & ELECTRIC	6/24/2021	BLANKET FOR FISCAL YEAR 2020-2	2,507.33
6201	14798201	HOME DEPOT CREDIT SERVICES	6/28/2021	BLANKET FOR FISCAL YEAR 2020-2	148.88
6201 Total				RIVER VALLEY CHARTER	7,590.95
GRAND TOTAL					2,674,813.13

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: July 8, 2021

Agenda Item:

REVOLVING CASH REGISTER

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

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

Fiscal Impact (Cost):

\$30,798.77

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:


Erin Garcia, Assistant Superintendent


Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member 

Lakeside Union School District
Revolving Cash Register
June 2021

Date	Num	Name	Memo/Description	Amount
06/01/2021	39283	Kelly Gilbert	ACSA Dues Reimbursement.	-800.00
06/01/2021	39284	Tessa Green	ACSA Dues Reimbursement.	-800.00
06/01/2021	39285	Leslie Hardiman	ACSA Dues Reimbursement	-800.00
06/01/2021	39286	KEITH KEIPER	ACSA Dues Reimbursement.	-800.00
06/01/2021	39287	Steve Mull	ACSA Dues Reimbursement.	-800.00
06/01/2021	39288	Jim Rosa	ACSA Dues Reimbursement.	-800.00
06/01/2021	39289	Christine Sinatra	ACSA Dues Reimbursement.	-800.00
06/01/2021	39290	Natalie Winspear	ACSA Dues Reimbursement.	-800.00
06/01/2021	39291	Staci Arnold	ACSA Dues Reimbursement.	-800.00
06/03/2021	39292	James Reilly	Recipient Of The Katherine Scott Memorial Award.	-100.00
06/03/2021	39293	David Hartwig	May 2021 - Payroll Adjustment.	-1,949.60
06/03/2021	39294	Arvaunti Victoria	May 2021 - Payroll Adjustment.	-89.65
06/03/2021	39295	Bayli McBride	April 2021 Payroll - To Replace Warrant Lost In The Mail.	-3,513.02
06/03/2021	39296	Catrina Brunkow	Voided - Scholarship Recipient	0.00
06/04/2021	39297	Nicole Honstead	April 2021 Payroll - Substitute Time Did Not Upload From Digital School Into People Soft..	-833.15
06/08/2021	39298	Adrianna Jones	This Is To Replace A Lost Payroll Warrant From May 28th Payroll.	-427.79
06/08/2021	39299	Michelle Beaver	11110-Online Intro To Prompt.	-376.88
06/08/2021	39300	Mike Bishop	Classroom Supplies - Superview Calculator, (3) Color Ink Cartridges, Pens, Pencils, Pencil Sharpeners.	-478.93
06/08/2021	39301	Robyn Bowman	Walmart - Photos For End Of The Year Promotion.	-9.50
06/08/2021	39302	Mary Brothers	Miscellaneous Books For The Classroom.	-189.62
06/08/2021	39303	Raymond Cara	Printer Toner, (6) Clipboards, Pens, Glue Sticks, (2) Office Chairs, Pneumatic Desk Riser.	-739.77
06/08/2021	39304	Lisa DeRosier	Costco - Refreshments For Andy's Going Away Party.	-58.93
06/10/2021	39305	Darice Evans	Sentence Fill In Fun Deck, Fluency Roll 'N Talk, Merry - Go Sound.	-118.36
06/10/2021	39306	Monica Farren	Sunglasses, Poly Lei's, Bamboo Skewers, Water Splash Balls, Water Blaster's.	-45.26
06/10/2021	39307	Amber Fitzpatrick	End Of Year Celebration Supplies - Pirates Booty, Motts, Capri Sun.	-61.10
06/10/2021	39308	Hailey Hess	Tape, Markers, Plastic Cups, Seeds, Soil, Vinegar, Baking Soda, Pencils, Pepper.	-59.27
06/10/2021	39309	Tifani Gunn	Misc. Toys For Reinforcement - Melissa & Doug Car Rug & Magnetic Letters.	-264.55
06/10/2021	39310	Leslie Hardiman	(50) Frames For 8th Grade Graduation.	-53.88
06/10/2021	39311	Joshua Hutton	(8) Sweet Corn Plant.	-15.41
06/10/2021	39312	Jessica Ingram	Refund Of Dylan Ford's School Lunch Account.	-40.00
06/10/2021	39313	Karen Johnson	Refund Of Karen Johnson's School Lunch Account.	-21.50
06/10/2021	39314	Lea Ann Jones	Lakeshore - School Supplies - Building Brick Stem, Pizza Party Playset.	-95.32
06/10/2021	39315	Jason Justeson	Village Award Engravers - (13) Trophies - Red/White/Blue Trophy W/Note W/Engraving Band & Orchestra.	-54.89
06/10/2021	39316	Nicole Kasawdish	Target - Lego Classic, Mega Pokemon, Safety Strap, Safety 8 pk.	-106.16
06/10/2021	39317	Casey McNellen	Dollar Tree - Straws, Clothespins, Jumbo Craft Sticks, Chenille Stems.	-20.57
06/10/2021	39318	Sheila Maddox	(3) Manilla Envelopes (sets), (1) Packaging Tape, (1) Bag.	-21.38
06/10/2021	39319	Melissa Mann	9) TPT Items For April & May.	-90.45
06/10/2021	39320	Kim Messina	Black T-Shirts, Roses For Show Choir.	-144.31
06/10/2021	39321	Wade Nielsen	Desk Buddy Frames, Desk Baskets, Math Array Markers (M&M's) / Class Store. Math Racers Celebration Day.	-206.42
06/10/2021	39322	Jana Paper	Home Depot - Batteries, Digital Color Wireless Thermometer.	-75.97
06/10/2021	39323	Karen Saake	Office Depot - (1) Case Copy Paper, (1) Academic Planner.	-88.19
06/10/2021	39324	Danielle Schneipp	Copy Paper, Glue Sticks, Kids Scissors, Crayola Washable Paints, Crayola Crayons Bulk.	-184.05
06/10/2021	39325	Alina Sheikh	TPT - Reading Lesson Plans, AAPI Activity, Summer Packet, P.E. & Art Supplies.	-69.59
06/10/2021	39326	Jackie Siragusa	S&S Worldwide - Playground Balls (6) Spiral Foam Footballs, (6) Ultra Playground Balls.	-1,130.15
06/10/2021	39327	Julie Strate	TPT - Articulation Activity, Distance Learning Picture Chat, Describe And Guess Bundle, Summer Concepts, And Directions Boom Cards.	-21.25
06/10/2021	39328	Sharon Snyder	Refund Of Michaela Snyder-Braasch's School Lunch Account.	-22.00
06/10/2021	39329	Jennifer Speedie	Field Day Supplies, End Of Year Buckets, Balloons, Ribbons.	-157.28
06/10/2021	39330	Sharon Sullinger	Cursive Cafe & Harry Potter Culminating Event, Otterpops Sports Tournament, Reading Day, Scholastic Books For Lit Circles.	-316.63
06/10/2021	39331	Elaine Thornton	Curious You: On Your Way! Scholastic Books For Students.	-29.09
06/10/2021	39332	Lindsay Vildibill	T-Shirts & Hoodies - (15) Hoodies & (51) T-Shirts, (1) X-Large.	-1,166.93
06/15/2021	39333	Gelacio Ramirez	5/25/21 Jury Mileage	-7.14
06/16/2021	39334	Jerred Murphy	Costco - Toaster Oven, Pallet Of Water For Field Trips, Pizza EOY Student Party, Oreo, Pancake Mix, Hot Dogs, Sandwiches, Eggs, Ham, Butter, Tomatoes, Chips, Dessert, Pineapple.	-2,154.53
06/21/2021	39335	Mindi Adkins	COBRA Overpayment - Due To ARPA Subsidy Act April \$1,512.32 and May \$1985.60.	-3,497.92

Lakeside Union School District
Revolving Cash Register
June 2021

Date	Num	Name	Memo/Description	Amount
06/22/2021	39336	Elizabeth Terrin	Voided - Retiree Overpayment For October - December 2020. Ck# 1695 \$112.02 Dep# 2021-128	0.00
06/23/2021	39337	Elizabeth Terrien	Retiree Overpayment For October - December 2020. Ck #1695 \$112.02	-112.02
06/23/2021	39338	Rebecca Meyer-Worthen	A. Meyer - RV ESS Fees.	-60.00
06/24/2021	39339	Mary Brothers	(24) Crayons, Pencils, (6) Glue Sticks, (20) Composition Books, (6) 2 Packs of Scissors, Copy Paper, 12X12 Paper.	-66.72
06/24/2021	39340	Sarah Grosskreutz	Costco & Walmart - Student Water, Teacher Classroom Supplies, Tag Board For ESY Office Signs.	-87.05
06/24/2021	39341	Eva Johnson	Marshalls - Puzzles, Spelling Blocks, Dr. Suess Books.	-89.32
06/24/2021	39342	Holly Vance King	(8) Markers, (12) Colored Pencils, Sharpie, Folder, 10 PK Folders, Expo Marker, Card Stock, (6) Kinetic Sand, (4) Playing Cards (Maverick).	-59.07
06/25/2021	39343	Julio Morales	ACSA Dues Reimbursement	-343.15
06/25/2021	39344	Mary Brothers	80% Of June 2021 Pay - Due To Stipends Tripling During June 2021 Payroll.	-3,675.05
				<u>-\$ 30,798.77</u>

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: July 8, 2021

Agenda Item:

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

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

The Governing Board must ratify all purchase orders and change orders that have been created pursuant to the authority granted under Education Code 17605 and Board Policy 3300 that authorizes staff to purchase supplies, materials, equipment, and services up to the amounts specified in Public Contract Code 20111. In addition, the Governing Board should review and ratify all purchase orders and June 1, 2021 through June 30, 2021 is attached.

Fiscal Impact (Cost):

\$135,884.65

Funding Source:

General Fund Total: \$47,466.56, Pre-School Fund Total: N/A, Food Services Fund Total: \$1,947.61
Bond Fund Total: \$86,470.48

Addresses Emphasis Goal(s):

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

Recommended Action:

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

Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:


Erin Garcia, Assistant Superintendent


Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member 

JUNE 2021 PURCHASE ORDERS

PO No.	Supplier	PO Ref	Fund	Site/Dept	Total
0000006988	EL EDUCATION	T&C	0100	ED SVCS	\$ 4,500.00
0000006989	DATEL SYSTEMS INCORPORATED	COMPUTERS & ACCESSORIES	0100	LV	\$ 10,860.27
0000006991	JOCELYN MCCULLOUGH	MILEAGE REIMBURSEMENT	0100	SPED	\$ 192.64
0000006992	ALLIANCE FOR AFRICAN ASSISTANCE	V2020-038 INTERPRETING	0100	SPED	\$ 489.25
0000006993	UCSD MEDICAL GROUP	I2021-004 VISION SCREENING	0100	HEALTH SVC:	\$ 542.00
0000006995	WILKINSON HADLEY KING & CO LLP	AUDITING SERVICES	0100	BUS SVCS	\$ 5,460.00
0000006997	ORANGE COUNTY DEPT. OF EDU.	SMAA RMTS FEES	0100	BUS SVCS	\$ 77.72
0000006998	BEARCOM	BASE RADIO	0100	TRANS	\$ 1,069.95
0000007000	AMAZON CAPITAL SERVICES, INC.	2020-21 SUMMER SCHOOL	0100	ED SVCS	\$ 5,000.00
0000007034	ALLIANCE FOR AFRICAN ASSISTANCE	V2020-038 INTERPRETING	0100	SPED	\$ 1,036.62
0000007035	COAST MUSIC THERAPY INC.	V2021-028 MUSIC THERAPY	0100	SPED	\$ 625.00
0000007036	NCS PEARSON, INC	RECORDING FORMS	0100	SPED	\$ 11.38
0000007037	A & S FLOORING	NEW VCT FLOORING LP	0100	MAINT	\$ 2,242.00
0000007040	STANDARD ELECTRONICS	LMS FIRE ALARM REPAIRS	0100	MAINT	\$ 690.77
0000007041	SAN DIEGO COUNTY OFFICE OF ED	T&C	0100	PUPIL SVCS	\$ 240.00
0000007044	SAN DIEGO COUNTY OFFICE OF ED	T&C	0100	PUPIL SVCS	\$ 540.00
0000007046	TARGET RIVER BE, INC.	V2021-011B MARKETING	0100	SUPT	\$ 13,600.00
0000007057	JOCELYN MCCULLOUGH	MILEAGE REIMBURSEMENT	0100	SPED	\$ 288.96
					\$ 47,466.56
0000006994	PAYTON'S TRUE VALUE HARDWARE	HARDWARE ITEMS	1300	FS	\$ 37.05
0000006996	E-CONTROL SYSTEMS, INC.	FREEZER PARTS/REPAIRS	1300	FS	\$ 1,910.56
					\$ 1,947.61
0000006990	THE BANK OF NEW YORK MELLON TRUST CO NA	GEN OBLIGATION BONDS	2139	BOND	\$ 750.00
0000006999	COLBI TECHNOLOGIES, INC.	QUALITY BIDDERS	2139	BOND	\$ 3,952.50
0000007011	WESTERN ENVIRONMENTAL & SAFETY	MPR ASBESTOS SAMPLING	2139	BOND	\$ 3,037.00
0000007012	WESTERN ENVIRONMENTAL & SAFETY	LP MPR ASBESTOS SAMPLING	2139	BOND	\$ 8,780.50
					\$ 16,520.00
CHANGE ORDER AMOUNT INFORMATION					
0000006678	WHILLOCK CONTRACTING, INC.	PARKING LOT UPGRADE LF	2139	BOND	\$ 45,443.24
0000006812	INTERPIPE CONTRACTING, INC.	BLANKET PLUMBING TDS GYM	2139	BOND	\$ 24,507.24
					\$ 69,950.48
TOTAL PURCHASE ORDERS					\$ 65,934.17
TOTAL CHANGE ORDERS					\$ 69,950.48
TOTAL PO'S AND C/O'S					\$ 135,884.65

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: July 8, 2021

Agenda Item:

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

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

It is recommended that The Governing Board approve/ratify expenditure transactions charged to District P Cards for the month of May 2021.

Fiscal Impact (Cost):

\$18,510.68

Funding Source:

General Fund Total: \$14,432.60, Child Development Fund Total: \$4,057.30, Food Services Fund Total: \$20.78

Addresses Emphasis Goal(s):

☐ **#1:** Academic Achievement

☐ **#2:** Social Emotional

☐ **#3:** Physical Environments

Recommended Action:

☐ **Informational**

☐ **Denial/Rejection**

☐ **Discussion**

☒ **Ratification**

☐ **Approval**

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

☐ **Adoption**

Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:


Erin Garcia, Assistant Superintendent


Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member 

MAY 2021 MISSION FEDERAL P-CARD LEDGER

ACCT NAME	POST DATE	AMT	MERCHANT NAME	FIN.ACCOUNTING CODE	FIN.EXPENSE DESCRIPTION
ARNOLD,STACI	05/14/2021	\$ 67.19	NAESP-PEAP	0100 1100000 1110 1000 4300000 368150	5TH GRADE PRESIDENTIAL CERTIFICATES
		\$ 67.19		0100 1100000 1110 1000 4300000 368150	
ARNOLD,STACI	05/31/2021	\$ 45.20	SAGE PUBLICATIONS	0100 0980000 1110 1000 4300000 368 150	BOOKS FOR TEACHERS
		\$ 45.20		0100 0980000 1110 1000 4300000 368 150	
ARNOLD,STACI	05/30/2021	\$ 200.00	SPECIALIZED VEHICLE CO	0100 0952100 0000 2700 5800000 368 150	REPAIRS TO GOLF CART
		\$ 200.00		0100 0952100 0000 2700 5800000 368 150	
ARNOLD,STACI	05/30/2021	\$ 246.75	SWEETWATER SOUND	0100 0300658 1110 1000 4300000 368 150	PORTABLE SPEAKER FOR CAMPUS
		\$ 246.75		0100 0300658 1110 1000 4300000 368 150	
BEISIGL,BRIAN	05/25/2021	\$ 28.94	PAYTON HARDWARE	0100 0000000 0000 7200 4300000 189 730	MATERIALS FOR TECH REPAIRS
		\$ 28.94		0100 0000000 0000 7200 4300000 189 730	
BEISIGL,BRIAN	05/04/2021	\$ 406.49	AMAZON WEB SERVICES	0100 0000000 0000 7700 5800000 189 730	AMAZON CLOUD HOSTING FOR THE DISTRICT
		\$ 406.49		0100 0000000 0000 7700 5800000 189 730	
BOWMAN,ROBYN	05/28/2021	\$ 43.33	WAL-MART #4325	1200-6105000-0001-1000-4300000-376-205	MISC PROGRAM SUPPLIES
	05/27/2021	\$ 62.84	OTC BRANDS INC	1200-6105000-0001-1000-4300000-376-205	MISC PROGRAM SUPPLIES FOR END OF YEAR.
	05/11/2021	\$ 194.15	LAKESHORE LEARNING MAT	1200-6105000-0001-1000-4300000-376-205	MISC PROGRAM SUPPLIES
	05/10/2021	\$ 226.37	OTC BRANDS INC	1200-6105000-0001-1000-4300000-376-205	MISC PROGRAM SUPPLIES
	05/07/2021	\$ 974.61	LAKESHORE LEARNING MAT	1200-6105000-0001-1000-4300000-376-205	MISC PROGRAM SUPPLIES
	05/06/2021	\$ 3.23	COPY CORRAL	1200-6105000-0001-1000-4300000-376-205	COPIES FOR PROGRAM
	05/03/2021	\$ 2,094.61	LAKESHORE LEARNING MAT	1200-6105000-0001-1000-4300000-376-205	VARIOUS MATERIALS AND SUPPLIES FOR PROGRAM.
		\$ 3,599.14		1200-6105000-0001-1000-4300000-376-205	
BOWMAN,ROBYN	05/19/2021	\$ 95.87	CORODATA SHREDDING INC	1200-6105000-0001-1000-5800000-376-205	DOCUMENT SHREDDING
		\$ 95.87		1200-6105000-0001-1000-5800000-376-205	
COX,GRACE	05/13/2021	\$ 31.43	JIIFYSHIRTS.COM US L.P	0100 1100000 0000 2700 5800000 190 384	STAFF SHIRTS
	05/12/2021	\$ 454.48	JIIFYSHIRTS.COM US L.P	0100 1100000 0000 2700 5800000 190 384	STAFF SHIRTS
		\$ 485.91		0100 1100000 0000 2700 5800000 190 384	
COX,GRACE	05/05/2021	\$ 573.31	IN *LORIMAR GROUP, INC	0100 0952100 1110 2700 4300000 384 190	(3) TWO-WAY RADIOS
		\$ 573.31		0100 0952100 1110 2700 4300000 384 190	
DEROSIER,LISA A	05/23/2021	\$ 16.24	WALMART.COM	0100 0000000 0000 7200 5800000 189 610	EMPLOYEE OF THE YEAR PHOTOS
	05/09/2021	\$ 64.26	WALMART.COM 8009666546	0100 0000000 0000 7200 5800000 189 610	EMPLOYEE OF THE YEAR PHOTOS
		\$ 80.50		0100 0000000 0000 7200 5800000 189 610	
DEROSIER,LISA A	05/31/2021	\$ 9.06	WALMART GROCERY	0100 0000000 0000 7200 4300000 189 610	PURCHASE IN ERROR - REFUND TO LUSD CHECK #5876
	05/27/2021	\$ 21.83	WALMART GROCERY	0100 0000000 0000 7200 4300000 189 610	PURCHASE IN ERROR - REFUND TO LUSD CHECK #5876
	05/27/2021	\$ 2.02	WALMART GROCERY	0100 0000000 0000 7200 4300000 189 610	PURCHASE IN ERROR - REFUND TO LUSD CHECK #5876
	05/27/2021	\$ 71.94	WALMART GROCERY	0100 0000000 0000 7200 4300000 189 610	PURCHASE IN ERROR - REFUND TO LUSD CHECK #5876
		\$ 104.85		0100 0000000 0000 7200 4300000 189 610	
GREEN,TESSA	05/31/2021	\$ 155.06	MEACOR SIGNS	0100-0952100-1110-1000-5800000-376-170	DESIGN AND CREATE 4'X12' BANNER FOR WELCOME BACK
		\$ 155.06		0100-0952100-1110-1000-5800000-376-170	
GREEN,TESSA	05/12/2021	\$ 59.03	NAESP-PEAP	0100-0300500-1110-1000-5800000-376-170	5TH GRADE AWARDS
		\$ 59.03		0100-0300500-1110-1000-5800000-376-170	
GREEN,TESSA	05/28/2021	\$ 21.69	TST* SOMBRERO MEXICAN	0100-0952100-1110-1000-4300000-376-170	FOOD FOR PLC PD
	05/26/2021	\$ 115.54	SMART AND FINAL 930	0100-0952100-1110-1000-4300000-376-170	FOOD FOR PLC PD
		\$ 137.23		0100-0952100-1110-1000-4300000-376-170	
HARDIMAN,LESLIE	05/06/2021	\$ 107.75	FOREVER 21	0100 0952100 1110 1000 4300000 047 270	CLOTHING FOR RESTORATIVE BEHAVIOR
		\$ 107.75		0100 0952100 1110 1000 4300000 047 270	
HARDIMAN,LESLIE	05/26/2021	\$ 1,292.57	COPY CORRAL	0100 0952100 1110 1000 5800000 047 270	POSITIVE PREVENTION BINDERS COPIED
	05/17/2021	\$ 237.05	COPY CORRAL	0100 0952100 1110 1000 5800000 047 270	SEX ED BINDERS
		\$ 1,529.62		0100 0952100 1110 1000 5800000 047 270	
HARDIMAN,LESLIE	05/20/2021	\$ 831.00	PAYPAL *ROBRPHOTO	0100 1100000 1110 1000 5800000 047 270	8TH GR PROMOTION PICTURES FOR VIRTUAL PROMOTION
		\$ 831.00		0100 1100000 1110 1000 5800000 047 270	
JOHNSEN,ANDREW	05/21/2021	\$ 839.93	TRELLO.COM, ATLISSIAN	0100 0000000 0000 7200 5300000 189650	ANNUAL SUBSCRIPTION: TRELLO FOR CABINET
		\$ 839.93		0100 0000000 0000 7200 5300000 189650	

MAY 2021 MISSION FEDERAL P-CARD LEDGER

ACCT NAME	POST DATE	AMT	MERCHANT NAME	FIN.ACCOUNTING CODE	FIN.EXPENSE DESCRIPTION
JOHNSEN,ANDREW	05/14/2021	\$ 17.99	APPLE.COM/BILL	0100 0000000 0000 7200 4300000 189610	AUDIOBOOK - SIMPLE RULES: HOW TO THRIVE IN A COMPLEX WORLD
		\$ 17.99		0100 0000000 0000 7200 4300000 189610	
JOHNSEN,ANDREW	05/04/2021	\$ 250.00	VITALSMARTS LC - TRAIN	0100 0000000 0000 7200 5200010 189610	CRUCIAL CONVERSATIONS ONLINE FOR ANDY JOHNSEN
		\$ 250.00		0100 0000000 0000 7200 5200010 189610	
KEIPER,KEITH	05/30/2021	\$ 221.34	CERCAFE LA MESA	0100 1100500 1110 1000 5800076-092 230	SCIENCE FIELD TRIP FOR DL CLASS (DAWSON) TO STUDY EFFECTS OF HEAT
		\$ 221.34			
KEIPER,KEITH	05/07/2021	\$ 829.00	CENTER FOR RESPONSIVE	0100 3010000 1110 1000 4300000 092 230	COURSE CHANGE TO VIRTUAL (CREDIT FOR FUTURE COURSE WHEN BACK IN PERSON)
		\$ 829.00		0100 3010000 1110 1000 4300000 092 230	
KEIPER,KEITH	05/21/2021	\$ 1,060.04	EL EDUCATION	0100 3010000 1110 1000 4300000 092 230	EL EDUCATION TEACHING GUIDES FOR EL CURRICULUM FOR 21-22 SCHOOL YEAR
		\$ 1,060.04		0100 3010000 1110 1000 4300000 092 230	
KEIPER,KEITH	05/16/2021	\$ 35.00	PREMIUM ACCESS	0100 3010000 1110 1000 5800000 092 230	ALL ACCESS TO EL WEBSITE FOR EL CURRICULUM FOR 21-22 SCHOOL YEAR
		\$ 35.00		0100 3010000 1110 1000 5800000 092 230	
KEIPER,KEITH	05/18/2021	\$ 100.00	PAYPAL *EL EDUCAT	0100 3010000 1110 1000 5200010 092 230	EL EDUCATION TEACHING COURSE FOR EL CURRICULUM FOR 21-22 SCHOOL YEAR
		\$ 100.00		0100 3010000 1110 1000 5200010 092 230	
MORALES,JULIO C	05/07/2021	\$ 113.07	JERSEY MIKES ONLINE OR	0100 0000000 0000 7200 4300000 189 650	LUNCH PROVIDED FOR TDS VICE PRINCIPAL INTERVIEW PANEL
		\$ 113.07		0100 0000000 0000 7200 4300000 189 650	
MORALES,JULIO C	05/27/2021	\$ 59.00	PAYPAL *AALRR	0100 0000000 0000 7200 5200010 189 650	PRESENTATION ON PERSONNEL/LABOR AB 86 AND OTHER COVID FUNDING
		\$ 59.00		0100 0000000 0000 7200 5200010 189 650	
MULL,STEVE	05/24/2021	\$ 260.00	SQ *SICO PRODUCTIONS	0100 0300672 1110 1000 4300000 350 250	PICTURES - SHOW CHOIR COMPETITION
	05/14/2021	\$ 96.81	LITTLE CAESARS 1872-00	0100 0300672 1110 1000 4300000 350 250	PIZZA FOR SHOW CHOIR EVENING PERFORMANCE
		\$ 356.81		0100 0300672 1110 1000 4300000 350 250	
MULL,STEVE	05/25/2021	\$ 224.84	WESTAIR GASES & EQUIP	0100 0300610 1110 1000 4300000 350 250	HELIUM - 8TH GRADE DANCE AND PROMOTION
		\$ 224.84		0100 0300610 1110 1000 4300000 350 250	
MURPHY,JERRED C	05/31/2021	\$ 77.58	DOLLAR TREE, INC.	1200 9010200 8500 5000 4300000 781 205	MISC ART PROJECT SUPPLIES FOR SUMMER CAMP
	05/26/2021	\$ 61.34	OTC BRANDS INC	1200 9010200 8500 5000 4300000 781 205	ART PROJECTS FOR SUMMER CAMP
	05/24/2021	\$ 129.30	DOLLAR TREE, INC.	1200 9010200 8500 5000 4300000 781 205	MISC PROJECTS AND SUPPLIES FOR SUMMER CAMP PROGRAM
	05/14/2021	\$ 94.07	OTC BRANDS INC	1200 9010200 8500 5000 4300000 781 205	PROJECTS FOR SUMMER CAMP PROGRAM
		\$ 362.29		1200 9010200 8500 5000 4300000 781 205	
OWENS,TODD	05/14/2021	\$ 25.32	THE UPS STORE #5262	0100 8150000 0000 8100 5900010 189 710	POSTAGE TO RETURN WRONG ITEM ORDERED ON AMAZON
		\$ 25.32		0100 8150000 0000 8100 5900010 189 710	
OWENS,TODD	05/18/2021	\$ 36.46	OFFICE DEPOT #846	0100 8150000 0000 8100 4300000 189 710	SPECIAL PAPER NEEDED FOR PAINT SAMPLES
	05/06/2021	\$ 622.25	SPITZLIFT	0100 8150000 0000 8100 4300000 189 710	HOIST FOR MAIN LINE SNAKE
		\$ 658.71		0100 8150000 0000 8100 4300000 189 710	
PETERSON,HEE-JIN	05/04/2021	\$ 78.54	SCHOLASTIC, INC.	0100 0980000 1110 1000 4300000 392 210	SCHOLASTIC MAGAZINES
	05/04/2021	\$ 78.54	SCHOLASTIC, INC.	0100 0980000 1110 1000 4300000 392 210	SCHOLASTIC MAGAZINES
	05/04/2021	\$ 78.54	SCHOLASTIC, INC.	0100 0980000 1110 1000 4300000 392 210	SCHOLASTIC MAGAZINES
	05/04/2021	\$ 78.54	SCHOLASTIC, INC.	0100 0980000 1110 1000 4300000 392 210	SCHOLASTIC MAGAZINES
	05/04/2021	\$ 78.54	SCHOLASTIC, INC.	0100 0980000 1110 1000 4300000 392 210	SCHOLASTIC MAGAZINES FOR TEACHERS
		\$ 392.70		0100 0980000 1110 1000 4300000 392 210	
PETERSON,HEE-JIN	05/13/2021	\$ 249.96	JIFFYSHIRTS.COM US L.P	0100 0300668 0000 2700 4300000 392 210	T SHIRTS FOR STAFF
		\$ 249.96		0100 0300668 0000 2700 4300000 392 210	
REED,KIM	05/28/2021	\$ 750.00	SAN DIEGO COUNTY SUPER	0100 0000000 0000 7200 5200010 189 630	DEEPER LEARNING ONLINE CONFERENCE FOR 5 STAFF MEMBERS
	05/28/2021	\$ 750.00	SAN DIEGO COUNTY SUPER	0100 0000000 0000 7200 5200010 189 630	DEEPER LEARNING ONLINE CONFERENCE FOR 5 STAFF MEMBERS
		\$ 1,500.00		0100 0000000 0000 7200 5200010 189 630	
ROSA,JIM	05/26/2021	\$ 269.80	THE MASTER TEACHER	0100 1100000 0000 2700 5800000 343 110	PLAQUES FOR 4 RETIRING TEACHERS
		\$ 269.80		0100 1100000 1110 1000 5800000 343 110	
ROSA,JIM	05/14/2021	\$ 857.00	DIESEL PRINT CO., LLC	0100 0952100 1110 1000 5800000 343 110	5TH GRADE PROMOTION SHIRTS
		\$ 857.00		0100 0952100 1110 1000 5800000 343 110	
ROSA,JIM	05/13/2021	\$ 57.51	ALBERTSONS #0738	0100 1100000 1110 1000 4300000 343 110	PIZZAS FOR EXCEPTIONAL ATTENDANCE RECEPTION/ LUNCHEON
	05/13/2021	\$ 120.44	LITTLE CAESARS 3154-00	0100 1100000 1110 1000 4300000 343 110	JUICES FOR EXCEPTIONAL ATTENDANCE RECEPTION/ LUNCHEON

MAY 2021 MISSION FEDERAL P-CARD LEDGER					
ACCT NAME	POST DATE	AMT	MERCHANT NAME	FIN.ACCOUNTING CODE	FIN.EXPENSE DESCRIPTION
		\$ 177.95		0100 1100000 1110 1000 4300000 343 110	
ROSA, JIM	5/4/21	\$ 94.80	S&S WORLDWIDE, INC.	0100 0980000 1110 1000 4300000 343 110	RING TOSS - PEACEFUL PLAYGROUND
		\$ 94.80		0100 0980000 1110 1000 4300000 343 110	
SINATRA, CHRISTINE	5/24/21	\$ 1,040.51	AWL*PEARSON EDUCATION	0100 6500400 5760 1190 4300000 189 640	OCCUPATIONAL THERAPY PROTOCOLS
		\$ 1,040.51		0100 6500400 5760 1190 4300000 189 640	
THOMAS, AMANDA	05/31/2021	\$ 8.27	ALBERTSONS #0738	1300 53100000 0000 3700 4700000 189 770	FOOD
	05/26/2021	\$ 12.51	ALBERTSONS #0738	1300 53100000 0000 3700 4700000 189 770	FOOD
		\$ 20.78		1300 53100000 0000 3700 4700000 189 770	

\$ 18,510.68

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: July 8, 2021

Agenda Item:

Approval of adjustment to Resolution No. 2021-29

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

Approval is requested of an adjustment to Resolution No. 2021-29, authorizing the replacement of warrants, with Rhonda Taylor, as Superintendent of Lakeside Union School District.

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Addresses Emphasis Goal(s):

☐ **#1:** Academic Achievement

☐ **#2:** Social Emotional

☐ **#3:** Physical Environments

Recommended Action:

☐ **Informational**

☐ **Denial/Rejection**

☐ **Discussion**

☐ **Ratification**

☒ **Approval**

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

☐ **Adoption**

Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:


Erin Garcia, Assistant Superintendent


Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member 

Lakeside Union **SCHOOL DISTRICT**
RESOLUTION No.2021-29 AUTHORIZING THE REPLACEMENT OF WARRANTS

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

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

	Manual Signature	Facsimile Signature
Superintendent	<u>Khonda Taylor</u>	_____
Assistant Superintendent, Business Services	<u>[Signature]</u>	<u>Erin Garcia</u>
Assistant Superintendent, Employer/Employee Relations	<u>n/a</u>	_____
Assistant Superintendent, Educational Services	<u>[Signature]</u>	_____
Director of Finance	<u>[Signature]</u>	_____

PASSED AND ADOPTED by said Governing Board on _____

AYES: _____

NOES: _____

ABSENT: _____

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

Clerk of the Governing Board

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: July 8, 2021

Agenda Item:

Approval of the July contracts list for the fiscal year, 2021-22.

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

Approval is requested for the attached list of agreements with outside vendors for fiscal year, 2021-22.

Fiscal Impact (Cost):

See attached list.

Funding Source:

General Fund.

Addresses Emphasis Goal(s):

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

Recommended Action:

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

Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:


Erin Garcia, Assistant Superintendent


Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member 

LUSD CONTRACTS 2021-22

Agency Name	Description	Contract #	Dept./Site	Began	Ends	Amount (not to exceed)
Annual Contracts 2021-22						
East County SELPA (Fred Fox)	MOU for Fred Fox	V2022-023	SPED	7/1/2021	6/30/2022	\$150,802.00
SD County Supt of Schools/SDCOE	Partnership Building Cabinet Members & Prior	V2022-026	Ed Services	7/12/2021	6/30/2024	\$45,000 (3 payments of \$15,000/year)
Aseltine School	Aseltine School	V2022-027	SPED	7/1/2021	6/30/2022	See Agreement
Coast Music Therapy	Music Therapy	V2022-028	SPED	7/1/2021	6/30/2022	See Agreement
CC Autism Spectrum Consultant, LLC	ERMHS Assessments, attend IEP's	I2022-003	SPED	7/1/2021	6/30/2022	\$1,400 per Assesment
Sanford Autism Consulting	IEE Services	I2022-004	SPED	7/1/2021	6/30/2022	See Rate Sheet
Rady Childrens Hospital	Vision and Hearing Screenings	I2022-005	Pupil Services	7/1/2021	6/30/2022	See Rate Sheet
Academic Cognitive Connections	IEE Services	I2022-006	SPED	7/1/2021	6/30/2022	See Rate Sheet
Jon Centofranchi (JC Educational Services)	Leadership Coaching	V2022-029	SUPT	8/3/2021	6/24/2022	\$150 hr NTE \$4,500
Holly-Ann Hoff	IEE Services	I2022-007	SPED	7/1/2021	6/30/2022	See Rate Sheet
SD County Supt of Schools/SDCOE	CalHope Grant	V2022-030	TDS	3/1/2021	8/30/2021	Grant Funding, \$3,000
Jim Huge	Superintendent Coaching	V2022-031	SUPT	7/9/2021	6/30/2022	\$10,000.00
CSBA	Gamut Policy Plus/Gamut Policy	V2022-032	SUPT	7/1/2021	6/30/2022	\$5,735.00

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: July 8, 2021

Agenda Item:

Authorize the disposal of Bus #55, #56, #57 and F550 Truck

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

Bus #55, #57 & the F550 Child Nutrition truck are part of the Carb Emission & Compliance, and due to the Gross Combined Vehicle Weight and age of the engines, they can no longer operate in the state of California. Bus #56 (40 years old and 175,344 miles) has exceeded its life cycle. We have purchased one van and two buses to offset the loss of these buses to meet our current Transportation needs. In addition, we will be purchasing one more van in the near future to serve the current demand. The F550 has been replaced with a new truck for the Child Nutrition department. The three buses and F550 truck will be disposed of by providing them to a third party vendor that sells surplus school district property.

Fiscal Impact (Cost):

TBD – vendor will pay district a minimal amount for each surplus vehicle, if they are sold

Funding Source:

General Fund

Addresses Emphasis Goal(s):

☐ #1: Academic Achievement

☐ #2: Social Emotional

☒ #3: Physical Environments

Recommended Action:

☐ Informational

☐ Denial/Rejection

☐ Discussion

☐ Ratification

☒ Approval

☐ Explanation: Click here to enter text.

☐ Adoption

Originating Department/School: Transportation

Submitted/Recommended By:

Approved for Submission to the Governing Board:


Erin Garcia, Assistant Superintendent


Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member 

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: July 8, 2021

Agenda Item:

Approval is requested of the Side Letter of Agreement with California School Employees Association (CSEA) and its Lakeside Chapter # 240 regarding Assembly Bill 86 (AB86) Extended Learning Opportunities Grant and Instructional Assistants.

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

Approval is requested of the side letter of agreement with CSEA and its Lakeside Chapter #240 regarding AB86, Extended Learning Opportunities Grant allotted to paraprofessionals. The bill states that 10% of the Extended Learning Opportunities (ELO) Grant shall be restricted to paraprofessionals. The District anticipates hiring 13 "instructional assistants" (job description attached) for the 2021-2022 school year: 9 instructional assistants for academic intervention and behavior support, 2 instructional assistants for independent study, and 2 Behavior Intervention Assistants to provide social-emotional support to students districtwide.

Fiscal Impact (Cost):

Approximately \$302,736

Funding Source:

ELO Grant

Addresses Emphasis Goal(s):

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

Recommended Action:

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

Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:


Erin Garcia, Assistant Superintendent


Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member 

SIDE LETTER OF AGREEMENT
Between the
LAKESIDE UNION SCHOOL DISTRICT
and the
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)
and its
LAKESIDE CHAPTER #240

June 17, 2021

This Side Letter of Agreement ("Agreement") is entered into by and between the Lakeside Union School District ("District") and the California School Employees Association and its Lakeside Chapter #240 ("CSEA"). The parties enter into this Agreement to fully resolve negotiations relating to Education Code Sections 43521 and 43522(c), the Assembly Bill (AB) 86 Extended Learning Opportunity ("ELO") Grant and the position of Instructional Assistant, the job description for which is attached hereto and incorporated as though fully set forth herein.

The District and CSEA acknowledge that Assembly Bill (AB) 86 was approved on March 4, 2021. The funding allocates additional funding to each school district within California that meets specific opening requirements. The funding is broken into two (2) categories. The first is General Expanded Learning Opportunities (ELO) which constitutes the bulk of the AB 86 funding. The District's projected General ELO allocation is \$2,745,623. The second is ELO funding restricted to paraprofessionals (defined in Education Code 45330(a)) which is ten (10) percent of the general ELO allocated to the District. The District's projected ELO allocation restricted to paraprofessionals is \$302,736 and the parties anticipate that this will result in thirteen (13) additional paraprofessional positions for 2021-2022, as detailed below.

The parties agree to all of the following:

1. Consistent with Education Code section 43522(c), during 2021-2022, the District will allocate at least ten percent (10%) of its general ELO fund allocations (projected to be \$302,736) toward paraprofessionals, as follows:
 - a. Nine (9) Instructional Assistants to provide increased academic intervention and behavior support, for six hours per day, four days per week (Monday, Tuesday, Thursday, and Friday). The Instructional Assistant position, the job description for which is attached hereto and incorporated herein as though fully set forth, is included in the CSEA bargaining unit at Range 10 and replaces the former position of "Instructional Assistant II", including in Article 1, Recognition.
 - b. Two (2) additional Instructional Assistants to provide increased support to the independent study program for six hours per day, five days per week.
 - c. Two (2) additional Behavior Intervention Assistant positions to provide social-emotional support to students District-wide for six hours per day, five days per week.

2. The parties agree that the aforementioned positions in Paragraph 1, above, will be hired with ELO grant funds and are not expected to continue beyond exhaustion or expiration of such funds, such that layoffs will likely occur.

3. The parties also agree that the hiring of the positions referenced in Paragraph 1, above, shall occur in accordance with the applicable Collective Bargaining Agreement, and in the event the District is unable to hire individuals to fill the positions referenced in Paragraph 1, above, the District shall in its discretion allocate at least ten percent of its General ELO toward paraprofessional positions.

4. During the summer 2021, the District will offer additional hours to bargaining unit members, particularly Licensed Vocational Nurses and Campus Student Supervisors, which will be funded using the general ELO funds. The amount of additional hours will be determined solely by the District.

5. The parties further agree that the contents of this Agreement represent the sole agreement of the parties as to all issues related to its contents, that neither has relied upon any representations by the other which are not set forth in this Agreement, that this Agreement is not precedent setting and shall not establish any past practice.

6. The parties agree that this Side Letter of Agreement shall fully and finally resolve negotiations relating to Education Code Sections 43521 and 43522(c), the AB 86 - Extended Learning Opportunity ("ELO") Grant and the position of Instructional Assistant.

7. This Agreement may be amended by written agreement, signed and ratified by both parties.



For the CSEA



For the CSEA



Date

Date of Ratification by the CSEA



For the District



Date

Date Ratified By the Governing Board



Job Description

Title: Instructional Assistant	FLSA Status: Non-Exempt	Months: 10
Supervisor: Principal	Supervises: N/A	Range: 10
Department: Educational Services	Bargaining Unit: Classified	Approved:

JOB SUMMARY:

Under general supervision of the Principal performs paraprofessional instructional activities; reinforce instruction in academic, artistic and physical skills; may assume independent responsibility for specified paraprofessional duties, i.e., bilingual/bicultural activities; provide intensified learning experiences for students in assigned areas; perform a wide variety of clerical and supportive tasks for instructional personnel; assist classroom teachers and other certificated personnel in the performance of their duties and in the supervision of pupils and in instructional tasks, including in instructing reading, writing, and mathematics; perform other duties directly related to this job description.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Assists instructional personnel with the development and presentation of learning materials and instructional exercises.
- Tutors students in small groups or individually to reinforce and follow up learning activities including students with limited English speaking ability in a bilingual assignment.
- Monitors and assists students through drill, practice and study activities following the presentation of instructional concepts by instructional personnel, including students with limited English speaking ability in a bilingual assignment.
- Reads to students, explains words and meanings, rephrases materials and provides similar learning examples, including students with limited English speaking ability in a bilingual assignment.
- Assist in educating children in identified academic and health areas which might include students with exceptional needs and other programs for special needs children.
- Monitor student achievement; administer and score achievement tests; maintain records, documents and logs on each student.
- Communicates regularly with classroom teachers and program coordinators regarding students.
- Supervises and reinforces positive behavior of pupils during unstructured time, including on playgrounds and on study trips.
- Meets buses and escort children to and from classrooms.
- May assist in parent conferences as directed.
- Assists in the development of a variety of instructional materials and distributes and accounts for textbooks, supplies and equipment; collects, assembles, catalogs, inventories and distributes resource materials.
- Supervises classroom, playground and study trip activities.
- In a bilingual assignment, may use duo-lingual ability in dealing with assigned duties related to students, staff and public.

OTHER DUTIES:

- Perform related duties as assigned.

QUALIFICATIONS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. The work environment characteristics and physical demands described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Instructional Assistant

DM
cg

Knowledge of:

- Ability to see and read, with or without vision aids; ability to hear and understand speech at normal levels; ability to communicate so others will clearly understand normal conversation.
- Knowledge of general concepts of child growth and development and student behavior characteristics.
- Child guidance principles and practices.
- Safe practices in classroom activities.
- Basic subjects taught in local schools, including arithmetic, grammar, spelling, language and reading.
- Basic instructional methods and techniques.
- Correct English usage, grammar, spelling, punctuation and vocabulary.
- Classroom procedures and appropriate student conduct.
- Operation of standard office and classroom equipment.
- Oral and written communication skills.
- Interpersonal skills using tact, patience and courtesy.
- Basic record-keeping techniques.

Skills/Ability to:

- Assist with instruction and related activities in a classroom or assigned learning environment.
- Reinforce instruction to individual or small groups of students as directed by the teacher.
- Perform a variety of clerical duties in support of classroom activities.
- Assist in the preparation of instructional materials and implementation of lesson plans.
- Read books to students and assist with reading and writing activities as assigned.
- Understand and follow oral and written directions.
- Establish and maintain cooperative and effective working relationships with others.
- Communicate effectively both orally and in writing.
- Monitor, observe and report student behavior and progress according to approved policies and procedures.
- Operate standard office and classroom equipment.
- Observe health and safety regulations.
- Maintain records and files.

Education and Experience:

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities is:

- High school diploma or equivalent.

Licenses, Certifications and other Requirements:

- Valid First Aid and CPR certifications.
- Instructional Assistant Proficiency Test certificate. (Demonstrated proficiency in reading, writing, and mathematics skills up to or exceeding that required for high school seniors pursuant to subdivisions (a) and (f) of Section 51220 of the Education Code.)
- Requirements specified under Every Student Succeeds Act (ESSA). Special qualifications supported by Title I funds include:
 - o Completed at least two years of study at an institution of higher education or,
 - o Obtained an associate's or higher degree (college level) or,
 - o Met a rigorous standard of quality and can demonstrate, through a formal State or local academic assessment, knowledge of, and the ability to assist in instructing, reading, writing and mathematics.

WORKING CONDITIONS:

- Manual dexterity and physical condition necessary to maintain a rigorous work schedule.
- Daily contact with students, teachers, school and District staff.
- Occasional contact with parents and community members.

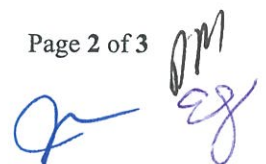
Work Environment:

- Indoor/Classroom environment.

Physical Demands:

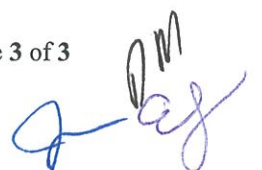
- Dexterity of hands and fingers to operate standard office and classroom equipment.

Instructional Assistant



- Sitting or standing for extended periods of time.
- Bending at the waist, kneeling or crouching to assist students.
- Seeing to read a variety of materials and monitor student activities.
- Hearing and speaking to exchange information.

The information contained in this job description is for compliance with the Americans with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed.

A handwritten signature in blue ink, appearing to be "J. M. Ray", is located in the bottom right corner of the page.

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: July 8, 2021

Agenda Item:

Application for 2021-22 Categorical Funding – Title I, Part A (Basic), Title II, Part A (Supporting Effective Instruction), Title III – English Learner, , Title IV, Part A (Student Support)

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

LEA must apply for specific categorical funds for a school year through the Consolidated Application. Application is reviewed with District Advisory Committee and District English Language Advisory Committee.

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

Originating Department/School: Educational Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Principal/Department Head Signature



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member  _____

2021-22 Certification of Assurances

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <https://www.cde.ca.gov/fg/aa/co/ca21assurancestoc.asp>.

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to participate in the monitoring process regarding the use of these funds according to the standards and criteria set forth by the California Department of Education Federal Program Monitoring (FPM) Office. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this form are on file.

Authorized Representative's Full Name	Kim Reed
Authorized Representative's Signature	
Authorized Representative's Title	Assistant Superintendent of Education Services
Authorized Representative's Signature Date	07/02/2021

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2021-22 Protected Prayer Certification

Every Student Succeeds Act (ESSA) Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:

Carrie Lopes, Title I Policy, Program, and Support Office, CLopes@cde.ca.gov, 916-319-0126

Protected Prayer Certification Statement

The local educational agency (LEA) hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Kim Reed
Authorized Representative's Title	Assistant Superintendent of Education Services
Authorized Representative's Signature Date	07/02/2021
Comment	
If the LEA is not able to certify at this time, then an explanation must be provided in the comment field. (Maximum 500 characters)	

*****Warning*****

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2021-22 LCAP Federal Addendum Certification**CDE Program Contact:**Local Agency Systems Support Office, LCAPAddendum@cde.ca.gov, 916-323-5233**Initial Application**

To receive initial funding under the Every Student Succeeds Act (ESSA), a local educational agency (LEA) must have a plan approved by the State Educational Agency on file with the State. Within California, LEAs that apply for ESSA funds for the first time are required to complete the Local Control and Accountability Plan (LCAP), the LCAP Federal Addendum Template (Addendum), and the Consolidated Application (ConApp). The LCAP, in conjunction with the Addendum and the ConApp, serve to meet the requirements of the ESSA LEA Plan.

In order to initially apply for funds, the LEA must certify that the current LCAP has been approved by the local governing board or governing body of the LEA. As part of this certification, the LEA agrees to submit the LCAP Federal Addendum, that has been approved by the local governing board or governing body of the LEA, to the California Department of Education (CDE) and acknowledges that the LEA agrees to work with the CDE to ensure that the Addendum addresses all required provisions of the ESSA programs for which they are applying for federal education funds.

Returning Application

If the LEA certified a prior year LCAP Federal Addendum Certification data collection form in the Consolidated Application and Reporting System, then the LEA may use in this form the same original approval or adoption date used in the prior year form.

County Office of Education (COE) or District For a COE, enter the original approval date as the day the CDE approved the current LCAP. For a district, enter the original approval date as the day the COE approved the current LCAP	06/24/2021
Direct Funded Charter Enter the adoption date of the current LCAP	
Authorized Representative's Full Name	Kim Reed
Authorized Representative's Title	Assistant Superintendent of Education Services

*****Warning*****

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2021-22 Application for Funding**CDE Program Contact:**Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297**Local Governing Board Approval**

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board	07/08/2021
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District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

DELAC representative's full name (non-LEA employee)	Samantha Flores
DELAC review date	06/21/2021
Meeting minutes web address Please enter the web address of DELAC review meeting minutes (format http://SomeWebsiteName.xxx). If a web address is not available, then the LEA must keep the minutes on file which indicate that the application was reviewed by the committee.	https://www.lsusd.net/district-english-learner-advisory-committee-delac/
DELAC comment If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)	

Application for Categorical Programs

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

Title I, Part A (Basic Grant) ESSA Sec. 1111 et seq. SACS 3010	Yes
Title II, Part A (Supporting Effective Instruction) ESEA Sec. 2104 SACS 4035	Yes
Title III English Learner ESEA Sec. 3102 SACS 4203	Yes
Title III Immigrant ESEA Sec. 3102 SACS 4201	No

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2021-22 Application for Funding**CDE Program Contact:**Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Title IV, Part A (Student and School Support) ESSA Sec. 4101 SACS 4127	Yes
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*****Warning*****

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2021-22 Title III English Learner Student Program Subgrant Budget

The purpose of this data collection form is to provide a proposed budget for 2021-22 English learner (EL) Student Program Subgrant funds only per the Title III English Learner Students Program requirements (ESSA, Sections 3114, 3115, & 3116).

CDE Program Contact:

Geoffrey Ndirangu, Language Policy and Leadership Office, GNdirang@cde.ca.gov, 916-323-5831
Caroline Takahashi, Language Policy and Leadership Office, CTakahashi@cde.ca.gov, 916-323-5739

Estimated Allocation Calculation

Estimated English learner per student allocation	\$126.25
Estimated English learner student count	379
Estimated English learner student program allocation	\$47,849

Note: \$10,000 minimum program eligibility criteria

If the local educational agency's estimated English learner student program allocation is less than \$10,000, then it does not meet the minimum program eligibility criteria for direct funding status and requires further action. To receive instructions regarding the consortium application process, please go to the California Department of Education Title III EL Consortium Details web page at <https://www.cde.ca.gov/sp/el/t3/elconsortium.asp>.

Budget

Professional development activities	\$20,861
Program and other authorized activities	\$14,093
English Proficiency and Academic Achievement	\$0
Parent, family, and community engagement	\$10,000
Direct administrative costs (Amount cannot exceed 2% of the estimated English learner student program allocation)	\$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	\$2,895
Total budget	\$47,849

*****Warning*****

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2021-22 Substitute System for Time Accounting

This certification may be used by auditors and by California Department of Education oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the local educational agency (LEA) submits and certifies this data collection.

CDE Program Contact:

Hilary Thomson, Fiscal Oversight and Support Office, HThomson@cde.ca.gov, 916-323-0765

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate.

Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the web at <https://www.cde.ca.gov/fg/ac/sa/>.

2021-22 Request for authorization	No
LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system (Maximum 500 characters)	

*****Warning*****

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2021-22 Nonprofit Private School Consultation

The local educational agency shall provide, on an equitable basis, special education services or other benefits to address the needs of eligible children and staff enrolled in nonprofit private elementary and secondary schools under the programs listed below.

CDE Program Contact:

Sylvia Hanna, Title I Policy, Program, and Support Office, SHanna@cde.ca.gov, 916-319-0948

Rina DeRose, Title I Policy, Program, and Support Office, RDeroose@cde.ca.gov, 916-323-0472

In accordance with the Every Student Succeeds Act (ESSA) sections 1117 and 8501, a local educational agency shall consult annually with appropriate private school officials and both shall have the goal of reaching agreement on how to provide equitable and effective programs for eligible private school children, teachers, and families. This applies to programs under Title I, Part A; Title I, Part C; Title II, Part A; Title III, Part A; Title IV, Part A; Title IV, Part B; and section 4631, with regard to the Project School Emergency Response to Violence Program (Project SERV).

The enrollment numbers are reported under penalty of perjury by each private school on its annual Private School Affidavit. The information in the Private School Affidavit is not verified, and the California Department of Education takes no position as to its accuracy. It is expected that districts engaged in private school consultation verify the accuracy of student enrollment data and the tax exempt status if it is being used for the purpose of providing equitable services.

Private School's Believed Results of Consultation Allowable Codes

- Y1: meaningful consultation occurred
- Y2: timely and meaningful consultation did not occur
- Y3: the program design is not equitable with respect to eligible private school children
- Y4: timely and meaningful consultation did not occur and the program design is not equitable with respect to eligible private school children

Warning

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2021-22 Nonprofit Private School Consultation

The local educational agency shall provide, on an equitable basis, special education services or other benefits to address the needs of eligible children and staff enrolled in nonprofit private elementary and secondary schools under the programs listed below.

School Name	School Code	Enrollment	Consultation Occurred	Was Consultation Agreement Met	Signed Written Affirmation on File	Consultation Code	School Added
Foothills Christian Elementary School	7092869	246	Y	Y	Y	Y1	N

Warning
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2020-21 Title II, Part A Fiscal Year Expenditure Report, 12 Months

A report of year-to-date expenditures and encumbrances by activity. Activity period covered is July 1, 2020 through June 30, 2021.

CDE Program Contact:

Arianna Bobadilla (Fiscal), Division Support Office, ABobadilla@cde.ca.gov, 916-319-0208

Lisa Fassett (Program), Standards Implementation Support Office, LFassett@cde.ca.gov, 916-323-4963

2020-21 Title II, Part A allocation	\$127,349
Transferred-in amount	\$0
Transferred-out amount	\$0
2020-21 Total allocation	\$127,349

Professional Development Expenditures

Professional development for teachers	\$49,651
Professional development for administrators	
All other professional development expenditures	

Recruitment, Training, and Retention Expenditures

Recruitment activities	
Training activities	
Retention activities	
All other recruitment, training, and retention expenditures	

Miscellaneous Expenditures

Class size reduction	
Administrative and indirect costs	\$3,170
Equitable services for nonprofit private schools	
All other allowable expenditures and encumbrances	
Total expenditures and encumbrances	\$52,821
2020-21 Unspent funds	\$74,528

*****Warning*****

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2020-21 Title III English Learner YTD Expenditure Report, 12 Months

A report of year-to-date (YTD) expenditures by activity. Activity period covered is July 1, 2020 through June 30, 2021.

CDE Program Contact:

Caroline Takahashi, Language Policy and Leadership Office, CTakahashi@cde.ca.gov, 916-323-5739
Geoffrey Ndirangu, Language Policy and Leadership Office, GNdirang@cde.ca.gov, 916-323-5831

Required and authorized Title III English Learner (EL) student program activities

An eligible entity receiving funds under the Every Student Succeeds Act section 3115 (c)-(d) shall use the funds for the supplementary services as part of the language instruction program for EL students.

Refer to the Program Information link above for required and authorized EL student program activities.

Refer to the Data Entry Instructions link above for Expenditure Report Instructions.

2020-21 Title III EL student program allocation	\$38,713
Transferred-in amount	\$0
2020-21 Total allocation	\$38,713
Object Code - Activity	
1000-1999 Certificated personnel salaries	\$2,450
2000-2999 Classified personnel salaries	\$311
3000-3999 Employee benefits	\$517
4000-4999 Books and supplies	\$172
5000-5999 Services and other operating expenditures	\$1,880
Direct administrative costs (amount cannot exceed 2% of the student program allocation plus transferred-in amount)	\$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	\$374
Total year-to-date expenditures	\$5,704
2020-21 Unspent funds	\$33,009

*****Warning*****

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2020-21 Title III English Learner Nonprofit Private School Reimbursement

The purpose of this data collection form is to capture the actual number of nonprofit private school English learner students who received Title III English learner services during the reported fiscal year.

CDE Program Contact:

Geoffrey Ndirangu, Language Policy and Leadership Office, GNdirang@cde.ca.gov, 916-323-5831

Caroline Takahashi, Language Policy and Leadership Office, CTakahashi@cde.ca.gov, 916-323-5739

Total English learner students served	0
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*****Warning*****

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2020-21 Homeless Education Policy, Requirements, and Implementation

The purpose of this data collection is to meet federal requirements specified in 42 United States Code 11431 et seq. (Education for Homeless Children and Youths Act) and some federal requirements in Title I, Part A of the Elementary and Secondary Education Act (ESEA). This collection includes monitoring local educational agencies (LEAs) and their compliance with key provisions of the Education for Homeless Children and Youths Act including the collection of contact information for each required designated LEA's homeless liaison.

CDE Program Contact:

Leanne Wheeler, Integrated Student Support and Programs Office, LWheeler@cde.ca.gov, 916-319-0383
Karmina Barrales, Integrated Student Support and Programs Office, KBarrales@cde.ca.gov, 916-327-9692

Homeless Education Certification

The LEA hereby assures that the LEA has met the following requirements:

1. Designated a staff person as the liaison for homeless children and youths;
2. Developed a written policy that supports the enrollment and retention of homeless children and youths in schools of the LEA which:
 - a) Includes policies and practices to ensure that homeless children and youths are not stigmatized or segregated on the basis of their status as homeless;
 - b) Includes a dispute resolution process;
 - c) Ensures that transportation is provided for a homeless child or youth to and from the school of origin if requested by the parent, guardian or homeless liaison;
3. Disseminated public notice of the educational rights of homeless children and youths where such children and youths receive services under the provisions of the Education for Homeless Children and Youths Act.

Homeless Liaison Contact Information

Homeless liaison first name	Patricia
Homeless liaison last name	Fernandez
Homeless liaison title	Coordinator of Student Support
Homeless liaison email address (Format: abc@xyz.zyx)	pfernandez@lsusd.net
Homeless liaison telephone number (Format: 999-999-9999)	619-390-2600
Homeless liaison telephone extension	2760
Enter the full-time equivalent (FTE) for all personnel directly responsible for the implementation of homeless education (Format: 0.00)	1.0

Homeless Liaison Training Information*****Warning*****

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2020-21 Homeless Education Policy, Requirements, and Implementation

The purpose of this data collection is to meet federal requirements specified in 42 United States Code 11431 et seq. (Education for Homeless Children and Youths Act) and some federal requirements in Title I, Part A of the Elementary and Secondary Education Act (ESEA). This collection includes monitoring local educational agencies (LEAs) and their compliance with key provisions of the Education for Homeless Children and Youths Act including the collection of contact information for each required designated LEA's homeless liaison.

CDE Program Contact:

Leanne Wheeler, Integrated Student Support and Programs Office, LWheeler@cde.ca.gov, 916-319-0383
Karmina Barrales, Integrated Student Support and Programs Office, KBarrales@cde.ca.gov, 916-327-9692

Has the homeless liaison attended and/or participated in a homeless education liaison training within the last two years	Yes
Has the homeless liaison provided training to the following personnel:	
Principals and other school leaders	Yes
Attendance officers and registrars	No
Teachers and instructional assistants	No
School counselors	Yes

Homeless Education Policy and Requirements

Does the LEA have a written homeless education policy	Yes
No policy comment	
Provide an explanation why the LEA does not have a homeless education policy. (Maximum 500 characters)	
Date LEA's board approved the homeless education policy	09/17/2012
Does the LEA meet the above federal requirements	Yes
Compliance comment	
Provide an explanation why the LEA does not comply with federal requirements. (Maximum 500 characters)	

Title I, Part A Homeless Expenditures

2020-21 Title I, Part A LEA allocation	\$638,996
2020-21 Title I, Part A direct or indirect services to homeless children reservation	\$1,000
Amount of 2020-21 Title I, Part A funds expended or encumbered for direct or indirect services to homeless children	\$0
Homeless services provided (Maximum 500 characters)	
No expenditures or encumbrances comment	Typically, we set aside funds to support with bus/transportation costs, mileage reimbursements, and supplies. We did not have these expenditures during the 2020-2021 school year.

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2020-21 Homeless Education Policy, Requirements, and Implementation

The purpose of this data collection is to meet federal requirements specified in 42 United States Code 11431 et seq. (Education for Homeless Children and Youths Act) and some federal requirements in Title I, Part A of the Elementary and Secondary Education Act (ESEA). This collection includes monitoring local educational agencies (LEAs) and their compliance with key provisions of the Education for Homeless Children and Youths Act including the collection of contact information for each required designated LEA's homeless liaison.

CDE Program Contact:

Leanne Wheeler, Integrated Student Support and Programs Office, Leanne.Wheeler@cde.ca.gov, 916-319-0383
Karmina Barrales, Integrated Student Support and Programs Office, Karmina.Barrales@cde.ca.gov, 916-327-9692

Provide an explanation why there are no Title I, Part A expenditures or encumbrances for homeless services. (Maximum 500 characters)	
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Warning

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2019-20 Title II, Part A Fiscal Year Expenditure Report, 24 Months

A report of year-to-date expenditures and encumbrances by activity. Activity period covered is July 1, 2019 through June 30, 2021.

CDE Program Contact:

Arianna Bobadilla (Fiscal), Division Support Office, ABobadilla@cde.ca.gov, 916-319-0208

Lisa Fassett (Program), Standards Implementation Support Office, LFassett@cde.ca.gov, 916-323-4963

2019-20 Title II, Part A allocation	\$113,019
Transferred-in amount	\$0
Transferred-out amount	\$0
2019-20 Total allocation	\$113,019

Professional Development Expenditures

Professional development for teachers	\$56,353
Professional development for administrators	
All other professional development expenditures	

Recruitment, Training, and Retention Expenditures

Recruitment activities	
Training activities	\$48,000
Retention activities	
All other recruitment, training, and retention expenditures	

Miscellaneous Expenditures

Class size reduction	
Administrative and indirect costs	\$8,666
Equitable services for nonprofit private schools	
All other allowable expenditures and encumbrances	
Total expenditures and encumbrances	\$113,019
2019-20 Unspent funds	\$0

*****Warning*****

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2019-20 Title III English Learner YTD Expenditure Report, 24 Months

A report of year-to-date (YTD) expenditures by activity. Activity period covered is July 1, 2019 through June 30, 2021.

CDE Program Contact:

Caroline Takahashi, Language Policy and Leadership Office, CTakahashi@cde.ca.gov, 916-323-5739
Geoffrey Ndirangu, Language Policy and Leadership Office, GNdirang@cde.ca.gov, 916-323-5831

Required and authorized Title III English Learner (EL) student program activities

An eligible entity receiving funds under the Every Student Succeeds Act section 3115 (c)-(d) shall use the funds for the supplementary services as part of the language instruction program for EL students.

Refer to the Program Information link above for required and authorized EL student program activities.

Refer to the Data Entry Instructions link above for Expenditure Report Instructions.

2019-20 Title III EL student program allocation	\$38,427
Transferred-in amount	\$0
2019-20 Total allocation	\$38,427
Object Code - Activity	
1000-1999 Certificated personnel salaries	\$15,400
2000-2999 Classified personnel salaries	\$13,952
3000-3999 Employee benefits	\$5,985
4000-4999 Books and supplies	\$0
5000-5999 Services and other operating expenditures	\$104
Direct administrative costs (amount cannot exceed 2% of the student program allocation plus transferred-in amount)	\$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	\$2,986
Total year-to-date expenditures	\$38,427
2019-20 Unspent funds	\$0

*****Warning*****

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2018-19 Title II, Part A Fiscal Year Expenditure Report, 36 Months

A report of year-to-date expenditures and encumbrances by activity. Activity period covered is July 1, 2018 through June 30, 2021.

CDE Program Contact:

Arianna Bobadilla (Fiscal), Division Support Office, ABobadilla@cde.ca.gov, 916-319-0208

Lisa Fassett (Program), Standards Implementation Support Office, LFassett@cde.ca.gov, 916-323-4963

2018-19 Title II, Part A allocation	\$114,542
Transferred-in amount	\$0
Transferred-out amount	\$0
2018-19 Total allocation	\$114,542

Professional Development Expenditures

Professional development for teachers	\$105,365
Professional development for administrators	
All other professional development expenditures	

Recruitment, Training, and Retention Expenditures

Recruitment activities	
Training activities	
Retention activities	
All other recruitment, training, and retention expenditures	

Miscellaneous Expenditures

Class size reduction	
Administrative and indirect costs	\$9,177
Equitable services for nonprofit private schools	
All other allowable expenditures and encumbrances	
Total expenditures and encumbrances	\$114,542
2018-19 Unspent funds	\$0

*****Warning*****

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LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 7/8/21

Agenda Item:

Resolution for Child Development Contract

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

A resolution authorizing the District to enter into a contract with California Department of Education for Child Development Services, and authorizing the Superintendent to sign the contract documents for fiscal year 2021-22.

Fiscal Impact (Cost):

N/A

Funding Source:

Preschool

Recommended Action:

☐ Informational

☐ Denial

☐ Discussion

☐ Ratification

☐ Approval

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

☒ Adoption

Originating Department/School: Superintendent's Office

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Lisa De Rosier, Executive Assistant



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member: _____

Administration:

RHONDA L. TAYLOR, Ed.D.
Superintendent
KIM REED, Ed.D.
Assistant Superintendent
ERIN GARCIA
Assistant Superintendent



Board of Trustees:

HOLLY FERRANTE
ANDREW HAYES
LARA HOEFER-MOIR
BONNIE LACHAPPA
DON WHISMAN

RESOLUTION 2022-01

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2021/22.

BE IT RESOLVED that the Governing Board of the Lakeside Union School District, and the persons who are listed below, are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Rhonda L. Taylor, Ed.D.</u>	Superintendent	_____
<u>Kim Reed, Ed.D.</u>	Assistant Superintendent	_____
<u>Erin Garcia</u>	Assistant Superintendent	_____

PASSED AND ADOPTED, this 8th day of July 2021 by the Governing Board of the Lakeside Union School District of San Diego County, California.

I, Bonnie LaChappa, Clerk of the Governing Board of the Lakeside Union School District of San Diego County, California, certify that the foregoing is a full, true, and correct copy of a resolution adopted by the said Board at a regular meeting thereof held at the Lakeside Administration Office at the regular time and the resolution is on file in the office of said Board.

July 8, 2021

Bonnie LaChappa, Clerk of the Board

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: July 8, 2021

Agenda Item:

Compromise and Release Agreement

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

LSUSD and student reached a Compromise and Release Agreement via mediation with the student and district attorneys.

Fiscal Impact (Cost):

"Educational Services" Reimbursement- \$3,000.00; ESY- \$3,624.40; Excelsior Academy Placement- \$32,619.60 Total Fiscal impact: \$39,244.00.

Funding Source:

Special Education

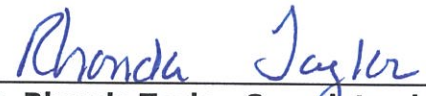
Recommended Action:

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

Originating Department/School: Special Education

Submitted/Recommended By: Christine Sinatra **Approved for Submission to the Governing Board:**


Principal/Department Head Signature


Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member _____

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

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 7/8/21

Agenda Item:

Board Policy 0420.42: Charter School Renewal

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

First Reading: Policy updated to reflect **NEW LAW (AB 1505)** which revises the criteria for granting or denying charter renewals, provides that renewal of a high-performing school may be granted for up to seven years, and provides that a low-performing charter school shall not be granted a renewal unless it adopts a written plan with meaningful steps to address the underlying cause(s) of low performance and there is clear and convincing evidence of either measurable increases in academic achievement or strong postsecondary outcomes, as defined. Policy also reflects **NEW LAWS (AB 1505 and AB 1595)** which extend the timeline for holding a public hearing on the renewal, extend the timeline for making a final decision to grant or deny the renewal, define receipt of the petition for the purpose of determining the beginning of this time period, and require publishing staff recommendations 15 days prior to the hearing at which the final decision will be made. Section on "School Closure" added to clarify that if the charter school is not renewed and ceases operation, the closure procedures specified in the charter will be implemented.

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Recommended Action:

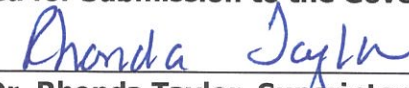
- | | |
|---|---|
| <input type="checkbox"/> Informational | <input type="checkbox"/> Denial |
| <input type="checkbox"/> Discussion | <input type="checkbox"/> Ratification |
| <input type="checkbox"/> Approval | <input type="checkbox"/> Review <small>Click here to enter text.</small> |
| <input checked=""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

CHARTER SCHOOL RENEWAL

The Governing Board believes that the ongoing operation of a charter school should be dependent on the school's effectiveness in achieving its mission and goals for student learning and other student outcomes. Whenever a charter school submits a petition for renewal of its charter, the Board shall review the petition in a thorough and timely manner, **consistent with the timelines set out in the Education Code**. The Board shall consider renewal petitions only of charters originally authorized by the Board itself or by the State Board of Education (SBE) on appeal after initial denial by the Board.

(cf. 0420.4 - Charter School Authorization)
(cf. 0420.41 - Charter School Oversight)
(cf. 0420.43 - Charter School Revocation)
(cf. 0500 - Accountability)

The Board shall deny the renewal petition of any charter school operated as or by a for-profit corporation, a for-profit educational management organization, or a for-profit charter management organization. (Education Code 47604)

When a charter school, concurrently with its renewal petition, proposes to expand operations to one or more additional sites or grade levels, the charter school shall request a material revision to its charter. The material revision may be made only with the approval of the Board and in accordance with the standards and criteria in Education Code 47605 for material revisions. (Education Code 47607)

~~No charter school that submits a renewal petition on or after July 1, 2019 shall be operated as, or be operated by, a for-profit corporation, a for-profit educational management organization, or a for-profit charter management organization. (Education Code 47604)~~

The Board recommends that a charter school ~~seeking~~ **submit its petition for** renewal of its charter is encouraged to submit a petition for renewal to the Board sufficiently early before the expiration of the term of the charter to allow the Board's deliberations and decision on the renewal petition to be completed with minimal disruption to the charter school's educational program in the renewal year.

~~Each renewal shall be for a period of five years. (Education Code 47607)~~

~~Renewals shall be governed by the same standards and criteria that apply to new charter petitions as set forth in Education Code 47605, except that the signature requirement for new petitions is not applicable to petitions for renewal. The petition for renewal shall include a reasonably comprehensive description of how the charter school has met all new charter school requirement enacted into law after the charter was originally granted or last reviewed. (Education Code 47607; 5 CCR 11966.4)~~

Criteria for Granting or Denying Renewal

CHARTER SCHOOL RENEWAL (continued)

Renewals shall be governed by the same standards and criteria that apply to new charter petitions as set forth in Education Code 47605. However, a charter renewal shall not be denied based on the fiscal impact of the charter school on the district or a finding that the charter school is unlikely to serve the interests of the entire community in which the school is located, as described in Education Code 47605. (Education Code 47607)

The signature requirement for charter authorization petitions is not applicable to petitions for renewal. (Education Code 47607)

In determining whether to grant a charter renewal, the Board shall consider both schoolwide the past academic, financial, and operational performance and the performance of the charter school in evaluating the likelihood of future success, along with any plans for improvement. Increases in academic achievement for all “numerically significant” student subgroups of students served by the charter school, as defined in Education Code 52052, shall be the most important factor on the state and local indicators included in the California School Dashboard, giving greater weight to performance on measurements of academic performance. If the Dashboard indicators are not yet available for the most recently completed academic year before renewal, the Board shall consider verifiable data provided by the charter school related to the Dashboard indicators, such as data from the California Assessment of Student Performance and Progress, or any successor system, for the most recent academic year. The Board shall only consider data from sources adopted by SBE. (Education Code 47607; 47607.2 5-CCR 11966.4)

The Board shall not deny a renewal petition unless it makes a written factual findings, specific to the particular petition, setting forth specific facts to support one or more of the following grounds: (Education Code 47605, 47607; 5-CCR 11966.4)

1. ~~The charter school presents an unsound educational program for the students to be enrolled in the charter school.~~
2. ~~The petitioners are demonstrably unlikely to successfully implement the program set forth in the petition.~~
3. ~~The petition does not contain an affirmation of each of the conditions described in Education Code 47605(d).~~
4. ~~The petition does not contain reasonably comprehensive descriptions of the charter provisions in Education Code 47605(b).~~
5. ~~The charter school has failed to demonstrate that it meets at least one of the following criteria of academic performance:~~

CHARTER SCHOOL RENEWAL (continued)

- a. ~~Increases in academic achievement for all groups of students schoolwide and among numerically significant student subgroups, as determined using measures identified pursuant to Education Code 52052.~~
- b. ~~Academic performance at least equal to the academic performance of the public schools that the charter school students would otherwise have been required to attend, as well as the academic performance of district schools, taking into account the composition of the student population that is served at the charter school~~

~~Such performance shall be determined based on a review of documented clear and convincing data; student achievement data from assessments, including, but not limited to, state academic achievement tests, for demographically similar student populations in comparison schools; and information submitted by the charter school. The Board shall not grant a renewal until at least 30 days after submission of any such documentation by the charter school. The Superintendent or designee shall submit to the Superintendent of Public Instruction copies of supporting documentation and a written summary of the basis for the Board's determination.~~

(cf. 6162.51—Standardized Testing and Reporting Program)

- e. ~~Qualification for the state's alternative accountability system for schools that serve high-risk students~~

Following the Board's review, a renewal of the charter petition may be granted in accordance with a three-tiered system based on school performance, as follows:

1. Renewal of Five to Seven Years

- a. A charter school that is not eligible for technical assistance pursuant to Education Code 47607.3 shall be granted renewal for a period of five to seven years when, for two consecutive years immediately preceding the renewal, or for two of the three years immediately preceding the renewal for any renewal submitted in the 2020-21 or 2021-22 school year, the charter school achieved either of the following: (Education Code 47607)
 - (1) Received the two highest performance levels schoolwide on all the state indicators included in the Dashboard for which the charter school receives performance levels, provided the charter school has schoolwide performance levels on at least two measurements of academic performance per year in each of the two years

CHARTER SCHOOL RENEWAL (continued)

- (2) For all measurements of academic performance, received performance levels schoolwide that are the same or higher than the state average and, for a majority of numerically significant student subgroups performing statewide below the state average in each respective year, received performance levels that are higher than the state average, provided that the charter school has performance levels on at least two measurements of academic performance for at least two subgroups
 - b. If the charter school satisfies the above criteria, it shall only be required to update the renewal petition to include a reasonably comprehensive description of any new requirement of charter schools enacted into law after the charter was originally granted or last renewed and, as necessary, to reflect the current program offered by the charter school. (Education Code 47607)
- 2. **Renewal of Five Years**
 - a. A renewal shall be granted for five years if clear and convincing evidence, demonstrated by verified data, shows either of the following: (Education Code 47607.2)
 - (1) Measurable increases in academic achievement, as defined by at least one year's progress for each year in school
 - (2) Strong postsecondary outcomes, as defined by college enrollment, persistence, and completion rates equal to similar peers
 - b. For any such charter school, the Board may deny the renewal petition upon making written factual findings that the charter school failed to meet or make sufficient progress toward meeting standards that provide a benefit to students at the school, that the closure of the charter school is in the best interest of students, and that the Board's decision provided greater weight to performance on measurements of academic performance. (Education Code 47607.2)
- 3. **Denial/Two-Year Renewal**
 - a. The Board shall generally not renew a charter if, for two consecutive years immediately preceding the renewal decision, or for two of the three years immediately preceding the renewal for any renewal submitted in the 2020-21 or 2021-22 school year, either of the following applies: (Education Code 47607.2)

CHARTER SCHOOL RENEWAL (continued)

- (1) The charter school has received the two lowest performance levels schoolwide on all the state indicators included in the Dashboard for which it receives performance levels, provided the charter school has schoolwide performance levels on at least two measurements of academic performance per year in each of the two years
 - (2) For all measurements of academic performance, the charter school has received performance levels schoolwide that are the same or lower than the state average and, for a majority of numerically significant student subgroups performing statewide below the state average in each respective year, received performance levels that are lower than the state average, provided that the charter school has performance levels on at least two measurements of academic performance for at least two subgroups
- b. However, the Board may grant a two-year renewal to any such charter school if the Board makes written factual findings, setting forth specific facts to support the findings, that: (Education Code 47607.2)
- (1) The charter school is taking meaningful steps to address the underlying cause(s) of low performance, and those steps are reflected, or will be reflected, in a written plan adopted by the governing body of the charter school.
 - (2) There is clear and convincing evidence, demonstrated by verified data, showing achievement of the criteria specified in item #2a above

Timelines for Board Action

Within ~~30~~ 60 days of receiving the renewal petition, the Board shall hold a public hearing to review documentation submitted by the charter school, **determine the level of support for the petition**, and obtain public input. **A petition is deemed received on the day the petitioner submits a petition to the district office, along with a signed certification that the petitioner deems the petition to be complete.** (Education Code 47605)

~~Within 60 days of receiving the renewal petition, or within 90 days if extended by mutual written agreement of the Board and the charter school, the~~ **The Board shall either grant or deny the request to renew the charter renewal within 90 days of receiving the petition. The date may be extended by an additional 30 days if both the petitioner and the Board agree to the extension.** (Education Code 47607; 5 CCR 11966.4 47605)

CHARTER SCHOOL RENEWAL (continued)

At least 15 days before the public hearing at which the Board will grant or deny the charter petition, the Board shall publish all staff recommendations and recommended findings regarding the petition. During the public hearing, petitioners shall have equal time and opportunity to present evidence and testimony to respond to the staff recommendations and findings. (Education Code 47605)

If the Board fails to make a written factual finding **when required for denial of the petition** pursuant to ~~items #1-5~~ **the section “Criteria for Granting or Denying Renewal”** above within the required time period, the absence of a written factual finding shall be deemed an approval of the renewal petition. (5 CCR 11966.4)

The Superintendent or designee shall provide notification to ~~the California Department of Education~~ **CDE**, within 10 calendar days of the Board's action, whenever a renewal of the charter is granted or denied. (Education Code 47604.32; 5 CCR 11962.1)

If the Board denies a renewal petition, the charter school may submit its application for renewal to the County Board of Education within 30 days of the Board's written factual findings supporting the denial. (Education Code 47605, 47607.5)

School Closure

If a charter is not renewed and the charter school ceases operation, the school closure procedures specified in the charter in accordance with Education Code 47605 and 5 CCR 11962 shall be implemented. (Education Code 47604.32, 47605)

*Legal Reference:*EDUCATION CODE

47600-47616.7 Charter Schools Act of 1992

52052 Definition of numerically significant student subgroup

56145-56146 Special education services in charter schools

60600-60649 Assessment of academic achievement

CODE OF REGULATIONS, TITLE 5~~11960-11969 Charter schools~~**11962-11962.1 Definitions****11966.4 Submission of charter renewal petition****11966.5 Charter petitions that have not been renewed; submission to county board of education**UNITED STATES CODE, TITLE 20

7223-7225 Charter schools

*Management Resources:*CSBA PUBLICATIONSThe Role of the Charter School Authorizer, Online CourseCharter Schools: A Manual for Governance Teams, rev. 2009-2016

CHARTER SCHOOL RENEWAL (continued)

WEB SITES

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

California Charter Authorizing Professionals: <https://calauthorizers.org>

California Charter Schools Association: <http://www.catcharters.org> <https://www.ccsa.org>

California Department of Education, Charter Schools: <http://www.cde.ca.gov/sp/esch>
<https://www.qualitycharters.org>

National Association of Charter School Authorizers: <http://www.charterauthorizers.org>

<https://www.qualitycharters.org>

U.S. Department of Education: <http://www.ed.gov>

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 7/8/21

Agenda Item:

Board Policy and Administrative Regulation: Uniform Complaint Procedures

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

First Reading: Policy updated to reflect the relationship between the state uniform complaint procedures (UCP) and NEW FEDERAL REGULATIONS (85 Fed. Reg. 30026) regarding Title IX complaints of sexual harassment. Policy also reflects NEW STATE REGULATIONS (Register 2020, No. 21) which limit the applicability of the UCP for complaints regarding special education and child nutrition programs, add procedures for addressing complaints regarding health and safety deficiencies in license-exempt California State Preschool Programs (CSPP), and delete the referral of complaints of fraud to the California Department of Education (CDE). The list of programs subject to the UCP revised and reorganized to more directly reflect CDE's 2020-21 Federal Program Monitoring (FPM) instrument.

Regulation updated to provide optional language stating that the compliance officer for purposes of the UCP will be the same person designated to serve as the Title IX Coordinator for addressing complaints of sexual harassment. Section on "Notifications" reflects CDE's 2020-21 FPM instrument which requires additional content for the annual notification to students, parents/guardians, employees, and others. Regulation also updated to reflect NEW STATE REGULATIONS (Register 2020, No. 21) which (1) clarify that for complaints related to the local control and accountability plan (LCAP) the date of the alleged violation is the date when the County Superintendent of Schools approves the LCAP, (2) designate the final written decision as the "investigation report" and specifies required components for that report, (3) change the timeline for filing an appeal to CDE from 15 calendar days to 30 calendar days, (4) expand the basis upon which an appeal may be filed, (5) require the district to submit specified documents to CDE within 10 days after the district has been notified that an appeal has been filed, (6) require the district to investigate and address any allegations that CDE determines were not addressed in the district's investigation, (7) require CDE to issue a written decision regarding an appeal within 60 days of CDE's receipt of the appeal unless extended by written agreement or documentation by CDE of exceptional circumstances, and (8) authorize either party to request reconsideration by the Superintendent of Public Instruction or designee within 30 days of the appeal decision. Section on "Health and Safety Complaints for License-Exempt Preschool Programs" reflects a requirement of new state regulations to include in the annual UCP notification a list of which district programs are licensed or exempt from licensing.

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Recommended Action:

☐ **Informational**

☒ **Discussion**

☐ **Approval**

☐ **Adoption**

☐ **Denial**

☐ **Ratification**

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

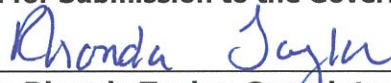
Originating Department/School: Superintendent's Office

Submitted/Recommended By:



Lisa DeRosier, Executive Assistant

Approved for Submission to the Governing Board:



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member:



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 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 the UCP

The district's uniform complaint procedures (UCP) shall be used to investigate and resolve the following complaints **regarding the following programs and activities:**

1. ~~Any complaint alleging district violation of applicable state or federal law or regulations governing any program subject to the UCP which is offered by the district, including adult education programs; after school education and safety programs; agricultural career technical education; American Indian education centers and early education program assessments; bilingual education; California Peer Assistance and Review programs for teachers; child care and development programs; child nutrition programs; compensatory education; consolidated categorical aid programs; Economic Impact Aid; the federal Every Student Succeeds Act; migrant education; school safety plans; special education programs; California State Preschool Programs; Tobacco Use Prevention Education programs; and any other district implemented state categorical program that is not funded through local control funding formula pursuant to Education Code 64000~~

~~(cf. 3553—Free and Reduced Price Meals)
(cf. 3555—Nutrition Program Compliance)
(cf. 5131.62—Tobacco
(cf. 5148—Child Care and Development)
(cf. 5148.2—Before/After School Programs)
(cf. 5148.3—Preschool/Early Childhood Education)
(cf. 6159—Individualized Education Program)
(cf. 6171—Title I Programs)
(cf. 6174—Education for English Language Learners)
(cf. 6175—Migrant Education Program)
(cf. 6178—Career Technical Education)
(cf. 6178.1—Work Based Learning)
(cf. 6178.2—Regional Occupational Center/Program)
(cf. 6200—Adult Education)~~

UNIFORM COMPLAINT PROCEDURES (continued)

2. ~~Any complaint, by a student, employee, or other person participating in a district program or activity, alleging the occurrence of unlawful discrimination (such as discriminatory 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 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, or parental status, physical or mental disability, 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)~~

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

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

~~(cf. 5145.7—Sexual Harassment)~~

3. ~~Any complaint alleging district noncompliance with the requirement to provide reasonable accommodation to a lactating student on school campus to express breast milk, breastfeed an infant child, or address other breastfeeding related needs of the student (Education Code 222)~~

~~(cf. 5146—Married/Pregnant/Parenting Students)~~

4. ~~Any complaint alleging district noncompliance with requirements to provide a pregnant or parenting student the accommodations specified in Education Code 46015, including those related to the provision of parental leave, right of return to the school of previous enrollment or to an alternative education program~~

5. ~~Any complaint alleging district noncompliance with the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities (5 CCR 4610)~~

~~(cf. 3260—Fees and Charges)~~

~~(cf. 3320—Claims and Actions Against the District)~~

6. ~~Any complaint alleging district noncompliance with applicable requirements of Education Code 52060-52077 related to the implementation of the local control and accountability plan, including the development of a local control funding formula budget overview for parents/guardians (Education Code 52075)~~

~~(cf. 0460—Local Control and Accountability Plan)~~

~~(cf. 3100—Budget)~~

UNIFORM COMPLAINT PROCEDURES (continued)

7. ~~Any complaint alleging noncompliance with requirements related to the development of a school plan for student achievement or the establishment of a school site council, as required for the consolidated application for specified federal and/or state categorical funding (Education Code 64000-64001, 65000-65001)~~

(cf. 0420—School Plans/Site Councils)

8. ~~Any complaint, by or on behalf of student who is a foster youth as defined in Education Code 51225.2, alleging district noncompliance with any requirement applicable to the student regarding placement decisions, the responsibilities of the district's educational liaison to the student, the award of credit for coursework satisfactorily completed in another school or district, or country; school or records transfer. (Education Code 48853, 48853.5, 49069.5, 51225.1, 51225.2)~~

(cf. 6173.1—Education for Foster Youth)

9. ~~Any complaint, by or on behalf of a of a student who is a homeless student or youth as defined in 42 USC 11434a, a former juvenile court school student, a child of a military family as defined in Education Code 49701, a migrant child as defined in Education Code 54441, or a newly arrived immigrant student who is participating in a newcomer program as defined in Education Code 51225.2, alleging district noncompliance with requirements for the award of credit for coursework satisfactorily completed in another school, district, or country (Education Code 51225.2)~~

10. ~~Any complaint alleging district noncompliance with the requirements of Education Code 51228.1 and 51228.2 that prohibit the assignment of a student to a course without educational content for more than one week in any semester or to a course the student has previously satisfactorily completed, without meeting specified conditions (Education Code 51228.3)~~

(cf. 6152—Class Assignment)

11. ~~Any complaint alleging district noncompliance with the physical education instructional minutes requirement for students in elementary school (Education Code 51210, 51223)~~

(cf. 6142.7—Physical Education and Activity)

13. ~~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~~

14. ~~Any other complaint as specified in a district policy~~

UNIFORM COMPLAINT PROCEDURES (continued)

1. Accommodations for pregnant and parenting students (Education Code 46015)

(cf. 5146 - Married/Pregnant/Parenting Students)

2. Adult education programs (Education Code 8500-8538, 52334.7, 52500-52617)

(cf. 6200 - Adult Education)

3. After School Education and Safety programs (Education Code 8482-8484.65)

(cf. 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)

(cf. 6178 - Career Technical Education)

(cf. 6178.1 - Work-Based Learning)

6. Child care and development programs (Education Code 8200-8498)

(cf. 5148 - Child Care and Development)

7. Compensatory education (Education Code 54400)

(cf. 6171 - Title I Programs)

8. Consolidated categorical aid programs (Education Code 33315; 34 CFR 299.10-299.12)

9. 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 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)

UNIFORM COMPLAINT PROCEDURES (continued)

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

(cf. 5145.71 - Title IX Sexual Harassment Complaint Procedures)

- 10. Educational and graduation requirements for students in foster care, homeless students, students from military families, students formerly in a juvenile court school, migrant students, and immigrant students participating in a newcomer program (Education Code 48645.7, 48853, 48853.5, 49069.5, 51225.1, 51225.2)**

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6173.2 - Education of Children of Military Families)

(cf. 6173.3 - Education for Juvenile Court School Students)

- 11. Every Student Succeeds Act (Education Code 52059; 20 USC 6301 et seq.)**

- 12. Local control and accountability plan (Education Code 52075)**

(cf. 0460 - Local Control and Accountability Plan)

- 13. Migrant education (Education Code 54440-54445)**

(cf. 6175 - Migrant Education Program)

- 14. Physical education instructional minutes (Education Code 51210, 51222, 51223)**

(cf. 6142.7 - Physical Education and Activity)

- 15. Student fees (Education Code 49010-49013)**

(cf. 3260 - Fees and Charges)

- 16. Reasonable accommodations to a lactating student (Education Code 222)**

- 17. Regional occupational centers and programs (Education Code 52300-52334.7)**

(cf. 6178.2 - Regional Occupational Center/Program)

- 18. 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)

UNIFORM COMPLAINT PROCEDURES (continued)

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 8235-8239.1)

(cf. 5148.3 - Preschool/Early Childhood Education)

22. State preschool health and safety issues in license-exempt programs (Education Code 8235.5)

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 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. ~~As appropriate~~ **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)

UNIFORM COMPLAINT PROCEDURES (continued)

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 referred to the specified agency: ~~(5 CCR 4611)~~ **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, ~~and~~ **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 ~~and shall, for licensing-exempt facilities, be referred to the appropriate Child Development regional administrator.~~ **(5 CCR 4611)**

3. ~~Any complaint alleging fraud shall be referred to the Legal Audits and Compliance Branch of the California Department of Education.~~ Any complaint alleging employment discrimination or harassment shall be investigated and resolved by the district in accordance with the procedures specified in AR 4030 - Nondiscrimination in Employment, including the right to file the complaint with the California Department of Fair Employment and Housing.

UNIFORM COMPLAINT PROCEDURES (continued)

4. 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, or a due process hearing order shall be submitted to the California Department of Education (CDE) in accordance with AR 6159.1 - Procedural Safeguards and Complaints for Special Education. (5 CCR 3200-3205)

(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)

5. 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 BP 3555 - Nutrition Program Compliance. (5 CCR 15580-15584)
6. 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 BP 3555 - Nutrition Program Compliance. (5 CCR 15582)
7. 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, ~~or health and safety violations in any license-exempt California State preschool Program~~ shall be investigated and resolved in accordance with ~~the procedures in~~ AR 1312.4 - Williams Uniform Complaint Procedures. (Education Code ~~8235.5~~, 35186)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

8200-8498 Child care and development programs

8500-8538 Adult basic education

18100-18203 School libraries

32280-32289 School safety plan, uniform complain procedures

~~33380-33384 California Indian Education Centers~~

35186 Williams uniform complaint procedures

~~44500-44508 California Peer Assistance and Review Program for Teachers~~

46015 Parental Leave for students

48853- 48853.5 Foster Youth

UNIFORM COMPLAINT PROCEDURES (continued)

Legal Reference Continued:

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

~~52160-52178 Bilingual education programs~~

52800-52870 School-based program coordination

~~54000-54029 Economic Impact Aid~~

54400-54425 Compensatory education programs

54440-54445 Migrant education

54460-54529 Compensatory education programs

~~56000-56865 Special 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

~~104420 Tobacco Use Prevention Education~~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~~3080 Applicability of uniform complain procedures to complaints regarding students and disabilities~~**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 proceduresUNITED 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 Improving the Academic Achievement of the Disadvantaged

UNIFORM COMPLAINT PROCEDURES (continued)

Legal Reference Continued:

6801-7014 Title III language instruction for limited English proficient 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 for Title IX

106.9 Notification of nondiscrimination on basis of sex

110.25 Notification of nondiscrimination on the basis of age

Management Resources:

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Uniform Complaint Procedure 2020-21 Program Instrument

Sample UCP Board Policies and Procedures

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Dear Colleague Letter, September 22, 2017

Dear Colleague Letter: Title IX Coordinators, April 2015

Dear Colleague Letter: Responding to Bullying of Students with Disabilities, October 2014

Dear Colleague Letter: Harassment and Bullying, October 2010-2014

Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001

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, 2002

WEB SITES

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

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

Family Policy Compliance Office: <https://www2.ed.gov/policy/gen/guid/fpco>

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>

UNIFORM COMPLAINT PROCEDURES

Except as the Governing Board may otherwise specifically provide in other district policies, these uniform complaint procedures (UCP) shall be used to investigate and resolve only the complaints specified in BP 1312.3.

(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 coordinating the district's response to 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 AR 5145.3 - Nondiscrimination/Harassment responsible for handling complaints regarding unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) **and in AR 5145.7 – Sexual Harassment for handling complaints regarding sexual harassment.** The compliance officer(s) shall receive and coordinate the investigation of complaints and shall ensure district compliance with law.

(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) 390-2608
kreed@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 applicable, 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

UNIFORM COMPLAINT PROCEDURES (continued)

current state and federal laws and regulations governing the program, applicable processes for investigating and resolving complaints, including those alleging unlawful discrimination (such as discriminatory 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 and pending the results of an investigation. 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

UNIFORM COMPLAINT PROCEDURES (continued)

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**
 - 4 3. A statement that a **UCP** complaint regarding student fees must be filed no later than one year from the date the alleged violation occurred
 4. **A statement that, in the case of a complaint alleging unlawful discrimination, harassment, intimidation, or bullying, a UCP complaint 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**
 - 3 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
 - 2 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
- (cf. 0460 - Local Control and Accountability Plan)
(cf. 3260 - Fees and Charges)
- 5 7. A statement that the district will post a standardized notice of the educational rights of foster youth, homeless students, former juvenile court school students now enrolled in the district, children of military families, migrant students, and immigrant students enrolled in a newcomer program, as specified in Education Code 48853, 48853.5, 49069.5, 51225.1, and 51225.2, and the complaint process
- (cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6173.2 - Education of Children of Military Families)
(cf. 6173.3 - Education for Juvenile Court School Students)
(cf. 6175 - Migrant Education Program)
6. ~~Identification of the responsible staff member(s), position(s), or unit(s) designated to receive complaints~~
 - 7 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

UNIFORM COMPLAINT PROCEDURES (continued)

- 8 9. A statement that the complainant has a right to appeal the district's ~~decision~~ **investigation report** to CDE **for programs within the scope of the UCP** by filing a written appeal, including a copy of the original complaint and the district's decision, within 15 days of receiving the district's decision
- 9 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 antidiscrimination laws, if applicable
- 10 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 1X as required pursuant to Education Code 221.61 shall be posted on the district web site 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 policy, regulation, forms, and notices concerning the UCP 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.

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:

UNIFORM COMPLAINT PROCEDURES (continued)

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 4630)
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. ~~However, any such complaint shall be filed no later than one year from the date the alleged violation occurred. (Education Code 49013, 52075; 5 CCR 4630)~~
3. **A UCP complaint 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 Board. (5 CCR 4630)**
- 3 4. A complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), may be filed only by **a persons who alleges that they have having personally suffered unlawful discrimination, a person or who believes that an individual or 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.** The complaint 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)
- 4 5. When a complaint alleging unlawful discrimination (such as discriminatory 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.

UNIFORM COMPLAINT PROCEDURES (continued)

- 5-6. When the complainant or alleged victim of unlawful discrimination (such as discriminatory 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 will 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. 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 (such as discriminatory harassment, intimidation, or bullying), the compliance officer shall ensure that all parties agree to make the mediator a party to 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 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,

UNIFORM COMPLAINT PROCEDURES (continued)

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 both parties of the status of the investigation.

To investigate a complaint alleging retaliation, unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the compliance officer shall interview the alleged victim(s), any alleged offenders, 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 engagement in any other obstruction of the investigation may result in the dismissal of the complaint because of a lack of evidence to support the allegation. Similarly, a respondent'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 engagement in 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)

In accordance with law, the district shall provide the investigator with access to records and other information related to the allegation in the complaint and shall not in any way obstruct the investigation. Failure or refusal of the district to cooperate in 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)

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 (such as discriminatory harassment, intimidation, and bullying), the respondent shall be informed of any extension of the timeline agreed to by the complainant. The respondent also shall be sent the district's final written decision at the same time it is provided to the complainant.

UNIFORM COMPLAINT PROCEDURES (continued)

Timeline for ~~Final Written Decision~~ Investigation Report

OPTION 2:

Unless extended by written agreement with the complainant, the investigation report shall be sent to the complainant within 60 calendar days of the district's receipt of the complaint. Within 30 calendar days of receiving the complaint, the compliance officer shall prepare and send to the complainant a written report, as described in the section "Investigation Report" below. If the complainant is dissatisfied with the compliance officer's decision, the complainant may, within five business days, file the complaint in writing with the Board.

The Board may consider the matter at its next regular Board meeting or at a special Board meeting convened in order to meet the 60-day time limit within which the complaint must be answered. When required by law, the matter shall be considered in closed session. The Board may decide not to hear the complaint, in which case the compliance officer's decision shall be final.

(cf. 9321 - Closed Session)

If the Board hears the complaint, the compliance officer shall send the Board's decision to the complainant within 60 calendar days of the district's initial receipt of the complaint or within the time period that has been specified in a written agreement with the complainant. (5 CCR 4631)

For any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying), the respondent shall be informed of any extension of the timeline agreed to by the complainant, shall be sent the district's investigation report, and, in the same manner as the complainant, may file a complaint with the Board if dissatisfied with the decision.

Investigation Report

For all complaints, the district's ~~final written decision~~ **investigation report** shall include: (5 CCR 4631)

1. The findings of fact based on the evidence gathered. ~~In reaching a factual determination, the following factors may be taken into account:~~
 - a. ~~Statements made by any witnesses~~
 - b. ~~The relative credibility of the individuals involved~~

UNIFORM COMPLAINT PROCEDURES (continued)

- e. ~~How the complaining individual reacted to the incident~~
- d. ~~Any documentary or other evidence relating to the alleged conduct~~
- e. ~~Past instances of similar conduct by any alleged offenders~~
- f. ~~Past false allegations made by the complainant~~
- 2. ~~The conclusion(s) of law~~ **A conclusion providing a clear determination for each allegation as to whether the district is in compliance with the relevant law**
- 3. ~~Disposition of the complaint~~
- 4. ~~Rationale for such disposition~~

~~For complaints of retaliation or unlawful discrimination, (such as discriminatory harassment, intimidation, or bullying), the disposition of the complaint shall include a determination for each allegation as to whether retaliation or unlawful discrimination has occurred.~~

~~The determination of whether a hostile environment exists may involve consideration of the following:~~

- a. ~~The manner in which the misconduct affected one or more students' education~~
- b. ~~The type, frequency, and duration of the misconduct~~
- c. ~~The relationship between the alleged victim(s) and offender(s)~~
- d. ~~The number of persons engaged in the conduct and at whom the conduct was directed~~
- e. ~~The size of the school, location of the incidents, and context in which they occurred~~
- f. ~~Other incidents at the school involving different individuals~~
- 5 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, including any actions that have been taken or will be taken to address the allegations in the complaint and including, with respect to a student fees complaint, a remedy that comports with Education Code 49013 and 5 CCR 4600**

UNIFORM COMPLAINT PROCEDURES (continued)

~~For complaints of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the decision may, as required by law, include:~~

- a. ~~The corrective actions imposed on the respondent~~
- b. ~~Individual remedies offered or provided to the complainant or another person who was the subject of the complaint, but this information should not be shared with the respondent~~
- c. ~~Systemic measures the school has taken to eliminate a hostile environment and prevent recurrence~~

- 6 4. Notice of the complainant's ~~and respondent's~~ right to appeal the district's ~~decision~~ **investigation report** to the CDE within 15 calendar days, and procedures to be followed for initiating such an appeal, **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 ~~decision~~ **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 a ~~decision~~ **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 ~~decision~~ **investigation report** or are affected by the complaint, as long as the privacy of the parties is protected. In a complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying), notice of the ~~district's decision~~ **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 student or parent/guardian and the student involved is enrolled in a school at which 15 percent or more of the students speak a single primary language other than English, then the ~~decision~~ **investigation report** shall also be translated into that language pursuant to Education Code 48985. In all other instances, the

district shall ensure meaningful access to all relevant information for parents/guardians with limited English proficiency.

For complaints alleging unlawful discrimination based on state law (such as discriminatory harassment, intimidation, and bullying), the ~~decision~~ **investigation report** shall also include a notice to the complainant that:

UNIFORM COMPLAINT PROCEDURES (continued)

1. The complainant may pursue available civil law remedies outside of the district's complaint procedures, including seeking assistance from mediation centers or public/private interest attorneys, 60 calendar days after the filing of an appeal with the 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 (such as discriminatory 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. 5137 – Positive School Climate)
(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

UNIFORM COMPLAINT PROCEDURES (continued)

7. Restorative justice
8. Follow-up inquiries to ensure that the conduct has stopped and there has been no retaliation

For complaints involving retaliation, unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), appropriate corrective actions that focus on a student offender may 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 Cocurricular 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 (such as discriminatory 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 (such as discriminatory harassment, intimidation, or bullying), that the district does not tolerate it, and how to report and respond to it.

UNIFORM COMPLAINT PROCEDURES (continued)

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 ~~for students in elementary schools,~~ **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, 52075)

For complaints alleging noncompliance with the laws regarding student fees, the district shall attempt in good faith, by engaging in reasonable efforts, 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 ~~final written decision~~ **investigation report** on a complaint regarding any specified federal or state educational program subject to UCP may file an appeal in writing with the CDE within ~~15~~ **30** calendar days of receiving the district's ~~decision~~ **investigation report**. (5 CCR 4632)

~~The complainant shall specify the basis for the appeal of the decision and whether the facts of the district's decision are incorrect and/or the law has been misapplied.~~ The appeal shall be sent to CDE with a copy of the original locally filed complaint and a copy of the district's ~~decision~~ **investigation report for that complaint. The complainant shall specify and explain the basis for the appeal, including at least one of the following.** (5 CCR 4632)

1. **The district failed to follow its complaint procedures.**
2. **Relative to the allegations of the complaint, the district's investigation report lacks material findings of fact necessary to reach a conclusion of law.**
3. **The material findings of fact in the district's investigation report are not supported by substantial evidence.**
4. **The legal conclusion in the district's investigation report is inconsistent with the law.**
5. **In a case in which the district found noncompliance, the corrective actions fail to provide a proper remedy.**

UNIFORM COMPLAINT PROCEDURES (continued)

~~When a respondent in any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying) is dissatisfied with the district's final written decision, the respondent, in the same manner as the complainant, may file an appeal with the CDE.~~

Upon notification by the CDE that the district's ~~decision~~ **investigation report** has been appealed, the Superintendent or designee shall forward the following documents to the CDE **within 10 days of the date of notification:** (5 CCR 4633)

1. A copy of the original complaint
2. A copy of the ~~written decision~~ **district's investigation report**
- ~~3. A summary of the nature and extent of the investigation conducted by the district, if not covered by the decision~~
- 4 **3.** A copy of the investigation file including, but not limited to, all notes, interviews, and documents submitted by the parties and gathered by the investigator
- ~~5~~ **4.** A report of any action taken to resolve the complaint
- ~~6~~ **5.** A copy of the district's UCP
- ~~7~~ **6.** Other relevant information requested by the CDE

If notified by CDE that the district's investigation report failed to address allegation(s) raised by the complaint, the district shall, within 20 days of the notification, provide CDE and the appellant with an amended investigation report that addresses the allegation(s) that were not addressed in the original investigation report. The amended report shall also inform the appellant of the right to separately appeal the amended report with respect to the allegation(s) that were not addressed in the original report. (5 CCR 4632)

Health and Safety Complaints in California State Preschool Program

Any complaint regarding health or safety issues in a license-exempt CSPP program shall be addressed through the procedures described in 5 CCR 4690-4694.

In each license-exempt CSPP classroom, a notice shall be posted 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. (Education Code 8235.5; 5 CCR 4690)

UNIFORM COMPLAINT PROCEDURES (continued)

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 and shall contain a space to indicate whether the complainant desires a response to the complaint. 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. (Education Code 8235.5; 5 CCR 4690)

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 8235.5; 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 8235.5; 5 CCR 4692)

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 meeting 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 8235.5; 5 CCR 4693, 4694)

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 Su

UNIFORM COMPLAINT PROCEDURES

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

Parents/Guardians, Students, and Teachers:

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

- 1. Outdoor shade that is safe and in good repair**
- 2. Drinking water that is accessible and readily available throughout the day**
- 3. Safe and sanitary restroom facilities with one toilet and handwashing fixture for every 15 children**
- 4. Restroom facilities that are available only for preschoolers and kindergartners**
- 5. Visual supervision of children at all times**
- 6. Indoor and outdoor space that is properly contained or fenced and provides sufficient space for the number of children using the space at any given time**
- 7. Playground equipment that is safe, in good repair, and age appropriate**

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

Exhibit 1
approved:
revised:

LAKESIDE UNION SCHOOL DISTRICT
Lakeside, California

UNIFORM COMPLAINT PROCEDURES

PRESCHOOL COMPLAINT FORM:
UNIFORM COMPLAINT PROCEDURES

Education Code 8235.5 requires that the district's uniform complaint procedures be used for the filing of complaints concerning noncompliance with health and safety standards for license-exempt California State Preschool Programs. The complaint and response are public documents as provided by law. Complaints may be filed anonymously. However, if you wish to receive a response to your complaint, you must provide the contact information below.

Response requested? ☐ Yes ☐ No

Contact information: (if response is requested)

Name: _____

Address: _____

Phone number: Day: _____ Evening: _____

E-mail address, if any: _____

Date problem was observed: _____

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

School name/address: _____

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

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

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

- ☐ The preschool does not have outdoor shade that is safe and in good repair.
- ☐ Drinking water is not accessible and/or readily available throughout the day.
- ☐ The preschool does not provide safe and sanitary restroom facilities with one toilet and handwashing fixture for every 15 children.
- ☐ Restroom facilities are not available only for preschoolers and kindergartners.
- ☐ The preschool program does not provide visual supervision of children at all times.
- ☐ Indoor or outdoor space is not properly contained or fenced or does not provide sufficient space for the number of children using the space at any given time.
- ☐ Playground equipment is not safe, in good repair, or age appropriate.

UNIFORM COMPLAINT PROCEDURES

Please describe the issue of your complaint in detail. You may attach additional pages and include as much text as necessary to fully describe the situation.

Please file this complaint at the following location:

(preschool administrator or designee)

(address)

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

(Signature)

(Date)

Exhibit2
approved:
revised:

LAKESIDE UNION SCHOOL DISTRICT
Lakeside, California

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 7/8/21

Agenda Item:

Administrative Regulation 3311.2: Lease-Leaseback Contracts

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

First Reading: Regulation updated to (1) include the maximum term for the lease-leaseback contract as specified in law, (2) reflect the requirement for site and plan approval prior to entering into an agreement, (3) add optional language for a board resolution declaring the intent to enter into a lease-leaseback contract, and (4) move evaluation criteria into the list of items that must be included in the request for sealed proposals. Regulation also reflects **NEW LAW (AB 2311, 2020)** which requires districts to include in all bid documents and construction contracts a notice that the project is subject to state "skilled and trained workforce" requirements.

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:



LEASE-LEASEBACK CONTRACTS

The district may lease currently owned district property to any person, firm, or corporation for a minimum of \$1 per year for a term not to exceed 99 years, as long as the lease requires the person, firm, or corporation to construct a building or buildings on the property for the district's use during the lease and the property and building(s) will vest in the district at the expiration of the lease ("lease-leaseback"). (Education Code 17403, 17406)

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

(cf. 3312 - Contracts)

Before the district enters into such a lease or agreement, it shall have available a site upon which a building may be constructed for use by the district, shall have complied with requirements related to the selection and approval of sites, and shall have prepared and adopted plans and specifications for the building that have been approved in accordance with Education Code 17280-17316. (Education Code 17402)

(cf. 7150 - Site Selection and Development)

Procedures for Awarding the Contract

The district's intent to enter into a lease-leaseback contract may be described in a resolution adopted by the Governing Board which includes, but is not be limited to, a description of the available site and the building to be constructed, the amount and term of the lease, and where to obtain information about the procedures for submitting a proposal.

Any lease-leaseback contract shall be awarded through a competitive "best value" procurement process whereby a person, firm, or corporation is selected on the basis of objective criteria for evaluating the qualifications of proposers, with the resulting selection representing the best combination of price and qualifications. (Education Code 17400, 17406)

To make this determination, the district shall use the following procedures: (Education Code 17406; Public Contract Code 2600)

1. **Request for Sealed Proposals:** The Superintendent or designee shall prepare a request for sealed proposals which shall include:
 - a. An estimate of the project's price
 - b. A clear, precise description of any preconstruction services that may be required and the facilities to be constructed
 - c. The key elements of the contract to be awarded

LEASE-LEASEBACK CONTRACTS (continued)

- d. A description of the format that proposals shall follow and the elements they shall contain
 - e. The standards the district will use in evaluating proposals and the qualifications of the proposers, including:
 - (1) Relevant experience
 - (2) Safety record
 - (3) Price proposal, including, at the district's discretion, either a lump-sum price for the contract to be awarded or the proposer's proposed fee to perform the services requested, including the proposer's proposed fee to perform preconstruction services or any other work related to the facilities to be constructed, as requested by the district
 - (4) Whether each criterion will be evaluated on a pass-fail basis or will be scored as part of the "best value" score, and whether proposers must achieve any minimum qualification score for award of the contract
 - (5) For each scored criterion, the methodology and rating or weighting system that will be used by the district in evaluating the criterion, including the weight assigned to the criterion and any minimum acceptable score
 - (6) Other factors established by the district
 - f. The date on which proposals are due
 - g. The timetable the district will follow in reviewing and evaluating proposals
 - h. A statement that the project is subject to the skilled and trained workforce requirements specified in Public Contract Code 2600-2603
- 2. Notice: At least 10 days before the date for receipt of the proposals, the Superintendent or designee shall give notice of the request for sealed proposals using both of the following methods:
 - a. Providing notice at least once a week for two weeks in a local newspaper of general circulation pursuant to Public Contract Code 20112

LEASE-LEASEBACK CONTRACTS (continued)

- b. Providing notice in a trade paper of general circulation published in the county where the project is located

The Superintendent or designee also may post the notice on the district's web site or through an electronic portal.

- 3. Prequalification:** A proposer shall be prequalified in accordance with Public Contract Code 20111.6(b)-(m) in order to submit a proposal. Any electrical, mechanical, and plumbing subcontractors shall be subject to the same prequalification requirements.

(cf. 3311 - Bids)

4. **Evaluation of Proposals:** All proposals received shall be reviewed to determine whether they meet the format requirements and the standards specified in the request for sealed proposals. The district shall evaluate the qualifications of the proposers based solely upon the criteria and evaluation methodology set forth in the request for sealed proposals, and shall assign a best value score to each proposal. Once the evaluation is complete, all responsive proposals shall be ranked from the highest best value to the lowest best value to the district.

5. **Award of Contract:** The award of the contract shall be made by the Board to the responsive proposer whose proposal is determined, in writing by the Board, to be the best value to the district.

If the selected proposer refuses or fails to execute the tendered contract, the Board may award the contract to the proposer with the second highest best value score, if deemed in the best interest of the district. If that proposer then refuses or fails to execute the tendered contract, the Board may award the contract to the proposer with the third highest best value score.

Upon issuance of a contract award, the district shall publicly announce its award, identifying the entity to which the award is made, along with a statement regarding the basis of the award. The statement regarding the contract award and the contract file shall provide sufficient information to satisfy an external audit.

6. **Rejection of Proposals:** At its discretion, the Board may reject all proposals and request new proposals.

Any lease-leaseback agreement shall be reviewed by the district's legal counsel to ensure that all required terms, including a lease term that provides for the district's occupancy of the building or improved property during the lease and an appropriate financing component, are included in the agreement.

LEASE-LEASEBACK CONTRACTS (continued)**Skilled and Trained Workforce**

Prior to entering into a lease-leaseback agreement, the Superintendent or designee shall have on file the contractor's enforceable commitment that the contractor and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the project or contract that falls within an apprenticeable occupation in the building and construction trades. The entity may demonstrate such commitment through a project labor agreement, by becoming a party to the district's project labor agreement, or through an agreement with the district to provide evidence of compliance on a monthly basis during the performance of the project or contract. (Education Code 17407.5; Public Contract Code 2602)

Skilled and trained workforce means that all the workers performing the work are either skilled journeypersons or apprentices registered in a state-approved apprenticeship program. At least 60 percent of the skilled journeypersons employed to perform the work shall be graduates of an apprenticeship program for the applicable occupation or at least 60 percent of the hours worked by skilled journeypersons shall be performed by graduates of an apprenticeship program, with the exception of certain occupations specified in Public Contract Code 2601 which are subject to a 30 percent threshold. (Public Contract Code 2601)

If the contractor fails to provide the monthly report demonstrating compliance with the skilled and trained workforce requirements or provides an incomplete report, the district shall withhold further payments until a complete report is provided. If a report does not demonstrate compliance with the skilled and trained workforce requirements, the district shall withhold further payments until the contractor provides a sufficient plan to achieve substantial compliance with respect to the relevant apprenticeable occupation, prior to completion of the contract or project. In addition, the district shall forward to the Labor Commissioner a copy of the monthly report, any plan to achieve compliance, and the district's response to that plan. (Public Contract Code 2602)

(cf. 9124 - Attorney)

Legal Reference next page:

LEASE-LEASEBACK CONTRACTS (continued)

Legal Reference:

EDUCATION CODE

17280-17316 Construction of school buildings; approvals

17400-17429 Leasing property, especially:

17400 Definitions

17403 Term of lease or agreement

17406 Lease-leaseback contract

17407.5 Use of a skilled and trained workforce

PUBLIC CONTRACT CODE

2600-2603 Skilled and trained workforce requirements

20111.6 Prequalification procedures

20112 Notices

COURT DECISIONS

McGee v. Balfour Beatty Construction, LLC, et al. (4/12/16, No. B262850) (2016) 247 Cal. App. 4th 235

Davis v. Fresno Unified School District, (2015) 237 Cal.App.4th 261

Management Resources:

WEB SITES

CSBA: [http:// www.csba.org](http://www.csba.org)

California Association of School Business Officials: <http://www.casbo.org>

regulation
approved:
revised:

LAKESIDE UNION SCHOOL DISTRICT
Lakeside, California

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 7/8/21

Agenda Item:

Board Policy 3452: Student Activity Funds

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

First Reading: Policy updated to clarify that the policy does not apply to school-connected organizations that are not composed entirely of students or subject to the board's control and regulation. Section on "Fundraising" adds a reference to policy that addresses online fundraising, and addresses fundraising events that involve the sale of foods and/or beverages. Section on "Management and Reporting of Funds" updated to reflect Governmental Accounting Standards Board (GASB) Statement 84, which provides that, if the district has administrative or direct financial involvement with the student organization's assets, as defined, the student activity fund may be considered a governmental fund subject to specific accounting and financial reporting requirements.

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Recommended Action:

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

Originating Department/School: Superintendent's Office

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Lisa DeRosier, Executive Assistant



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member: 

STUDENT ACTIVITY FUNDS

The Governing Board recognizes that student organizations can provide students with an opportunity to conduct worthwhile cocurricular activities ~~beyond those provided by the district and can also~~ **while helping** students learn about effective financial practices **and develop leadership and management skills**. To that end, **the Board may approve the formation of associated student body organizations which are composed entirely of students, operate under the oversight of the principal or other district-employed advisor, and are subject to the control and regulation of the Board**. Student organizations may raise and spend funds to support activities that promote the general welfare, morale, and educational experiences of the student body.

(cf. 1230 – School Connected Organizations)

(cf. 3260 – Fees and Charges)

(cf. 5000 – Concepts and Roles)

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.5 - Student Organizations and Equal Access)

Fundraising

At the beginning of each school year, each principal or designee shall submit to the Superintendent or designee a list of the fundraising events that each student organization proposes to hold that year. The Superintendent or designee shall review the proposed events and determine whether the events contribute to the educational experience and do not conflict with or detract from the school's educational program. When reviewing proposed events, the Superintendent or designee shall consider the effects of the activities on student health and safety, evaluate the risk of liability to the district, and ensure that the proposed activities are in compliance with law, Board policy, and administrative regulation.

(cf. 1321 - Solicitation of Funds from and by Students)

(cf. 3290 - Gifts, Grants and Bequests)

(cf. 3530 - Risk Management/Insurance)

(cf. 5030 - Student Wellness)

(cf. 5142 - Safety)

(cf. 5143 - Insurance)

Fundraising events that involve the sale of food and/or beverages shall comply with applicable state and/or federal nutrition standards and BP/AR 3554 - Other Food Sales. If the fundraising event involves the sale of noncompliant food and/or beverages, it shall not take place from midnight until at least one-half hour after the end of the school day, or not be conducted on school premises.

(cf. 3554 - Other Food Sales)

STUDENT ACTIVITY FUNDS (continued)**Management and Reporting of Funds**

Student body funds shall be managed in accordance with law, **regulations, Board policies,** and sound business procedures designed to encourage the largest possible educational return to students without sacrificing the security of funds.

The Superintendent or designee shall develop internal control procedures to safeguard the organization's assets, promote the success of ~~fund-raising~~ **fundraising** ventures, provide reliable financial information, **protect employees and volunteers from accusations of impropriety,** and reduce the risk **and promote the detection** of fraud and abuse. These procedures shall detail the oversight of activities and funds including, but not limited to, the appropriate role and provision of training for staff and students, parameters for events on campus, appropriate and prohibited uses of funds, and accounting and record-keeping processes, including procedures for handling questionable expenditures.

(cf. 3400 - Management of District Assets/Accounts)

The principal or designee shall be responsible for the proper conduct of all student organization financial activities. The budget adopted by the student body organization should serve as the financial plan for the school year and shall be submitted to the Superintendent or designee at the beginning of each school year. The Superintendent or designee shall **monitor the budget and** periodically review the organization's use of funds to ensure compliance with the district's internal control procedures.

Funds derived from the student body shall be **expended** ~~disbursed~~ according to procedures established by the student organization. All **expenditures** ~~disbursements~~ must be approved by a Board-designated **employee or** official, the certificated employee who is the **designated** student organization advisor, and a student organization representative. (Education Code 48933)

Because of the district's administrative and/or direct financial involvement in the assets of the student organization, the student activity fund shall be reported within the district's fund in accordance with Governmental Accounting Standards Board Statement 84.

The Board shall provide an annual audit of student **organization** accounts by a certified public accountant or licensed public accountant. The cost of the audit shall be paid from district funds. (Education Code 41020)

(cf. 3460 - Financial Reports and Accountability)

Legal Reference next page

STUDENT ACTIVITY FUNDS (continued)

Legal Reference:

EDUCATION CODE

35182.5 Non-nutritious foods and beverages, vending machines

35564 Funds, obligation of the student body

41020 Requirement for annual audit

48930-48938 Student body organization

49431 Sale of food and beverages, elementary school

49431.2 Sale of food, middle and high schools

49431.5 Sale of food and beverages, **elementary**, middle and high schools

51520 School premise, prohibited solicitations

51521 ~~Fund-raising~~ **Fundraising** projects

CODE OF REGULATIONS, TITLE 5

4922 Nondiscrimination in intramural, interscholastic, and club activities

15500 Food sales, elementary schools

15501 Food sales, middle and junior high schools

CODE OF FEDERAL REGULATIONS, TITLE 34

106.41 Nondiscrimination in athletic programs

COURT DECISIONS

Prince v. Jacoby, (2002) 303 F.3d 1074

Management Resources:

FISCAL CRISIS MANAGEMENT & ASSISTANCE TEAM PUBLICATIONS

Fiscal Alert: GASB 84 and Its Impact on Associated Student Body Accounts, May 2020

Associated Student Body Accounting Manual, Fraud Prevention Guide and Desk Reference, 20015

GOVERNMENTAL ACCOUNTING STANDARDS BOARD PUBLICATIONS

Implementation Guide No. 2019-2, Fiduciary Activities, June 2019

Statement No. 84, January 2017

WEB SITES

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

Fiscal Crisis Management & Assistance Team: <http://www.fcmat.org>

Governmental Accounting Standards Board: www.gasb.org

Policy
adopted:
revised:

LAKESIDE UNION SCHOOL DISTRICT
Lakeside, California

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 7/8/21

Agenda Item:

Board Policy 3600: Consultants

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

First Reading: Policy updated to reflect **NEW LAW (AB 5)** which codifies a three-part test, established in *Dynamex Operations West Inc. v. Superior Court of Los Angeles*, to determine whether a person providing services for remuneration should be classified as an employee or an independent contractor. Policy also updates the statement on nondiscrimination to include additional protected categories, and reflects law regarding harassment of or by an independent contractor.

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Recommended Action:

☐ Informational

☒ Discussion

☐ Approval

☐ Adoption

☐ Denial

☐ Ratification

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


☐ 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:



CONSULTANTS

The Governing Board authorizes the use of consultants **and other independent contractors** to provide expert professional advice or specialized technical or training services which are not needed on a continuing basis and which cannot be provided by district staff because of limitations of time, experience or knowledge. Individuals, firms or organizations employed as consultants may assist management with decisions and/or project development related to financial, economic, accounting, engineering, legal, administrative, instructional or other matters.

(cf. 3351 – Food Service Operations/Cafeteria Fund)

As part of the contract process, the Superintendent or designee shall determine, ~~in accordance with Internal Revenue Service guidelines, that the consultant~~ **that the individual, firm, or organization** is properly classified as an independent contractor. ~~District employees who perform extra duty consultant services shall not be retained as independent contractors. They shall be considered employees for all purposes, even if the additional services are not related to their regular duties.~~

A person providing labor or services for remuneration shall be considered an employee rather than an independent contractor unless the district is able to demonstrate that all of the following conditions have been met: (Labor Code 2775)

1. **The person is free from the control and direction of the district in connection with the performance of the work.**
2. **The person is performing work that is outside the usual course of the district providing educational services.**
3. **The person is customarily engaged in an independently established trade, occupation, or business of the same nature as the work to be performed.**

All consultant contracts shall be brought to the Board for approval.

(cf. 3311 – Bids)

(cf. 3312 - Contracts)

(cf. 4132/4232/4332 – Publication or Creation of Materials)

~~The district shall not contract for consulting services that can be performed without charge by a public agency or official unless these services are unavailable from the public source for reasons beyond the district's control.~~

All qualified **independent contractors** ~~firms or resource persons~~ shall be accorded equal opportunity for consultant contracts regardless of **actual or perceived** race, **ethnicity**, ~~creed~~, color, ~~gender~~, national ~~or ethnic~~ origin, **ancestry**, age, **religious creed**, **marital status**, **pregnancy**, **physical or mental** disability, **medical condition**, **genetic information**, **veteran**

CONSULTANTS

or military status, sex, sexual orientation, gender, gender identity, gender expression, immigration status, or association with a person or group with one or more of these actual or perceived characteristics. (Education Code 220; Government Code 12940)

(cf. 3311—Bids)

(cf. 3551—Food Service Operations/Cafeteria Fund)

(cf. 4030 - Nondiscrimination in Employment)

Independent contractors ~~applying for a consultant contract~~ shall submit a written conflict of interest statement disclosing financial interests as determined necessary by the Superintendent or designee, depending on the range of duties to be performed by the consultant. The Superintendent or designee shall consider this statement when deciding whether to recommend ~~approval the consultant's employment contract.~~

Any consultant hired by the district who is subject to the filing requirements in the district's conflict of interest code shall file a Statement of Economic Interests within the time period required by law. (Government Code 87302)

(cf. 9270 - Conflict of Interest)

When employees of a public university, county office of education or other public agency serve as consultants **or independent contractors in other capacities** ~~or resource persons~~ for the district, they shall certify as part of the consultant agreement that they will not receive salary or remuneration other than vacation pay from any other public agency for the specific days when they work for this district.

The Board prohibits the harassment of an independent contractor by any district employee or by any other person with whom the independent contractor comes in contact during the course of employment with the district. Additionally, the Board prohibits the harassment of a district employee by an independent contractor. Any complaint of harassment shall be investigated and resolved in accordance with applicable district complaint procedures. (Government Code 12940)

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

(cf. 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures)

Legal Reference: (see next page)

CONSULTANTS (continued)

Legal Reference:

EDUCATION CODE

200 Prohibition of discrimination

10400-10407 Cooperative improvement programs

17596 Limit on continuing contracts

35010 Control of districts; prescription and enforcement of rules

35172 Promotional activities

35204 Contract with attorney

44925 Part-time readers employed as independent contractors

45103 Classified service in districts not incorporating the merit system

45103.5 Contracts for food service consulting services

45134-45135 Employment of retired classified employee

45256 Merit system districts; classified service; positions established for professional experts on a temporary basis

GOVERNMENT CODE

12940 Unlawful employment practices

53060 Contract for special services and advice

82019 Designated employee; definition

87302 Conflict of interest code

LABOR CODE

2775-2787 Worker status: employees

UNEMPLOYMENT INSURANCE CODE

606.5 Determination of employment status

621 Employee defined

CODE OF REGULATIONS, TITLE 2

18700.3 Consultant

COURT DECISIONS

Dynamex Operations West, Inc. v. Superior Court of Los Angeles (2018) 4 Cal. 5th 903

S.G. Borello & Sons, Inc. v. Department of Industrial Relations (1989) 48 Cal. 3d 341

Management Resources:

INTERNAL REVENUE SERVICE PUBLICATIONS

15-A Employer's Supplemental Tax Guide

Policy
adopted:
revised:

LAKESIDE UNION SCHOOL DISTRICT
Lakeside, California

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 7/8/21

Agenda Item:

Administrative Regulation 6173.4: Title VI Indian Education Programs

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

First Reading: New regulation reflects major requirements for districts that receive federal Title VI Indian education funding, which supports local educational agencies, Indian tribes and organizations, and consortia in meeting the unique cultural, language, and educational needs of American Indian students and ensuring that all students meet challenging state academic standards. Districts receiving such funding are **mandated** to adopt procedures to ensure that the program will be operated and evaluated in consultation with, and with the involvement of, parents/guardians and family members of American Indian students and community representatives. Regulation also includes allowable expenditures of Title VI funds, the provision of professional development as needed, maintenance of student eligibility records, and distribution of program evaluation results.

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Recommended Action:

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

Originating Department/School: Superintendent's Office

Submitted/Recommended By:

Approved for Submission to the Governing Board:


Lisa DeRosier, Executive Assistant


Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member: 

TITLE VI INDIAN EDUCATION PROGRAMS

With the assistance of federal Title VI funding for the education of children from federally recognized tribes, the district shall offer programs and activities to meet the unique cultural, language, and educational needs of American Indian students, as defined in 20 USC 7491. Program objectives and outcomes shall be based on state academic standards. (20 USC 7424)

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 0415 - Equity)

(cf. 0460 - Local Control and Accountability Plan)

(cf. 6011 - Academic Standards)

In developing, implementing, and evaluating Title VI programs and activities, the Superintendent or designee shall consult with and involve parents/guardians and family members of American Indian students and other community representatives. (20 USC 7424)

The district shall establish a committee that is composed of, and selected by, parents/guardians and family members of American Indian students, representatives of tribes on tribal lands located within 50 miles of any district school that serves any children of the tribes, teachers, and, if appropriate, American Indian students enrolled in secondary schools in the district. The majority of the committee shall be parents/guardians and family members of American Indian students. The committee shall participate in program development and provide written approval for the program. (20 USC 7424)

(cf. 1220 - Citizen Advisory Committees)

(cf. 6020 - Parent Involvement)

The district's Title VI program for American Indian education may include any of the following services and activities: (20 USC 7425)

- 1. Activities that support Native American language programs and Native American language restoration programs, which may be taught by traditional leaders**
- 2. Culturally related activities that support the district's program**
- 3. Early childhood and family programs that emphasize school readiness**
- 4. Enrichment programs that focus on problem solving and cognitive skills development and directly support the attainment of state academic standards**
- 5. Integrated educational services in combination with other programs that meet the needs of American Indian students and their families, including programs that promote parent/guardian involvement in school activities and increase student achievement**

TITLE VI INDIAN EDUCATION PROGRAMS (continued)

6. Career preparation activities that enable American Indian students to participate in career technical education programs, including programs for mentoring and apprenticeship
7. Activities to educate individuals so as to prevent violence, suicide, and substance abuse
8. The acquisition of equipment that is essential to achieve program goals
9. Activities that promote the incorporation of culturally responsive teaching and learning strategies into the district's educational program
10. Family literacy services
11. Activities that recognize and support the unique cultural and educational needs of American Indian students, and incorporate appropriately qualified tribal elders and seniors
12. Dropout prevention strategies for American Indian students
13. Strategies to meet the educational needs of American Indian students in correctional facilities, including such strategies that support American Indian students who are transitioning from such facilities to schools served by the district

Any federal funds received to support American Indian education programs shall be used to supplement, not supplant, state or local funds allocated for such purposes. (20 USC 7424)

(cf. 3230 - Federal Grant Funds)
(cf. 3231 - Impact Aid)

Program funds may be used to support a Title I schoolwide program pursuant to 20 USC 6314 if approved by the committee established pursuant to 20 USC 7424, provided that the schoolwide program is consistent with the purpose of American Indian education programs and the district's application identifies how the use of such funds in a schoolwide program will produce benefits to American Indian students that would not be achieved if not used in a schoolwide program. (20 USC 7424)

(cf. 6171 - Title I Programs)

As needed, professional development shall be provided to teachers and other school staff to assist them in working with American Indian students and carrying out Title VI programs. (20 USC 7424)

TITLE VI INDIAN EDUCATION PROGRAMS (continued)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

The Superintendent or designee shall maintain a record of the information establishing the status of each student as an American Indian student eligible for assistance through the federal American Indian education program. (20 USC 7427)

The Superintendent or designee shall periodically assess the progress of American Indian students, including American Indian students who do not participate in programs funded through Title VI, in meeting program goals and objectives. Assessment results shall be provided to the Board, the committee established pursuant to 20 USC 7424, tribes whose children are served by the district, and the community. (20 USC 7424)

(cf. 0500 - Accountability)

(cf. 6162.5 - Student Assessment)

(cf. 6162.51 - State Academic Achievement Tests)

Legal Reference:

EDUCATION CODE

33380-33384 California Indian Education Centers

UNITED STATES CODE, TITLE 20

6314 Title I schoolwide programs

7401-7492 Indian education

7701-7714 Impact Aid

CODE OF FEDERAL REGULATIONS, TITLE 2

200.0-200.521 Federal uniform grant guidance

CODE OF FEDERAL REGULATIONS, TITLE 34

222.90-222.129 Impact Aid, special provisions for local educational agencies that claim children residing on Indian lands

Management Resources:

WEB SITES

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

U.S. Department of Education, Office of Impact Aid:

<https://www2.ed.gov/about/offices/list/oese/impactaid>

U.S. Department of Education, Office of Indian Education:

<https://www2.ed.gov/about/offices/list/oese/oie>