LAKESIDE UNION SCHOOL DISTRICT BOARD OF TRUSTEES REGULAR MEETING AGENDA

Lakeside School Auditorium 14535 Old River Road Bakersfield, CA 93311

B.

Curriculum

(1)

October 12, 2021 6:30 P.M.

Any materials required by law to be made available to the public prior to a meeting of the Board of Trustees of the District can be inspected at the following address during normal business hours: Lakeside Union School District Office, 14535 Old River Road, Bakersfield, CA 93311. CALL TO ORDER, ROLL CALL AND FLAG SALUTE 1. ____Alan Banducci(AB) Mario Buoni(MB) BOARD OF TRUSTEES: Russell Robertson(RR) Tamara Jones(TJ) Darin Buoni(DB) CONSENT CALENDAR All the items listed under the Consent Calendar are considered by the 2. Board to be routine and will be enacted by the Board in one action unless members of the board, staff or public request specific items to be discussed and/or removed from the Consent Calendar. It is recommended the following be approved or ratified: Approve minutes of Regular Meeting of August 10, 2021. A. Approve minutes of Regular Meeting of September 14, 2021. B. Approve minutes of Special Meeting of September 29, 2021. C. Approve September End of Month Payroll - \$659,761.40 and October Mid Month Payroll -D. \$55,989.77. Approve B-Warrants #1, #2, #3 E. Moved Seconded Roll Call Vote: MB AB TJ RR DB Vote: Yes(Y) No(N) Abstained(A) Absent(AB) HEARING OF STAFF AND/OR CITIZENS This agenda item is included to allow members of the public 3. opportunity to ask questions or discuss non-agenda items with the Board. There will be a three-minute time limit per person or twenty minutes total per item. (BB9323) DISCUSSION OR ACTION ITEMS 4. General Control A. Report on Williams Settlement Complaints. (1)

Adjourn to Public Hearing for Discussion of Sufficiency of Instructional Materials.

	(2)	Close Public Hearing.				
	(3)	Approval of Resolution 101220 2020-2021 School Year.	221 – Sufficiency of Instruc	tional Materia	ıls for th	ne
		MovedSeconded_ Vote: Yes(Y)No(N)	Roll Call Vote:MB Abstained(A)	_ABTJ Absent	_RR_ t(AB)	_DB
		voic. 165(1)1vo(1v)			.(111)_	
C.	Budge	et and Finance				
	(1)	Approval of Agreement #22-06	27 – Medi-Cal Administra	tive Activities	Claimi	ng.
		MovedSeconded	Roll Call Vote:MB	AB TJ	RR	DB
		Vote: Yes(Y) No(N)	Abstained(A)	Absen	t(AB)_	
	(2)	Approval of Contract #202622	– TUPE Tier II Program.			
		MovedSeconded	Roll Call Vote:MB	AB TJ	RR	DB
		Vote: $\overline{\text{Yes}(Y)}$ No(N)	Abstained(A)	Absen	t(AB)_	
	(3)	Approval of Contract #203055	- Utilities for 21-22 Schoo	l Year.		
		Moved Seconded	Roll Call Vote:MB	_ABTJ	RR	_DB
		Moved Seconded Vote: Yes(Y) No(N)	Abstained(A)	Absen	t(AB)_	
	(4)	Approval of Contract #203056	 Utility and Custodial Ser 	vices for 21-2	2 Schoo	ol Year.
		MovedSeconded	Roll Call Vote:MB_	_ABTJ	RR	_DB
		Vote: Yes(Y)No(N)	Abstained(A)	Absen	t(AB)_	
	(5)	Approval of ESSER III Expend	liture Plan.			
		MovedSeconded_ Vote: Yes(Y)No(N)	Roll Call Vote:MB	_ABTJ	RR	_DB
		Vote: Yes(Y)No(N)	Abstained(A)	Absen	t(AB)_	
	(6)	Approval of Municipal Advisor Strategies.	ry Services Agreement with	n Government	Financi	ial
		Moved Seconded	Roll Call Vote:MB	AB TJ	RR	DB
		Moved Seconded Vote: Yes(Y) No(N)	Abstained(A)	Absen	t(AB)_	
D.	Build	ings and Grounds				
	(1)	Discussion of Facilities Master	Plan Presentations.			
	(2)	Approval of Facilities Master P	lan Provider.			
		Moved Seconded Seconded	Roll Call Vote:MB	_ABTJ	RR	_DB
		Vote: Yes(Y)No(N)	Abstained(A)	Absen	t(AB) _	

E. Personnel

(1)	Hearing and Public Comment on the California School Employees Association and its Lakeside/Old River Chapter 730's Initial Reopener Proposal to the Lakeside Union School District Regarding Collective Bargaining Negotiations for the 2021-2022 School Year.
(2)	Close Hearing and Public Comment.
(3)	Hearing and Public Comment of the Lakeside/Suburu Teachers Association Initial Reopener Proposal to the Lakeside Union School District Regarding Collective Bargaining Negotiations for the 2021-2022 School Year.
(4)	Close Hearing and Public Comment.
(5)	Hearing and Public Comment on the Lakeside Union School District's Initial Reopener Proposal to the California School Employees Association and its Lakeside/Old River Chapter 730's Regarding Collective Bargaining Negotiations for the 2021-2022 School Year.
(6)	Close Hearing and Public Comment.
(7)	Hearing and Public Comment on the Lakeside Union School District's Initial Reopener Proposal to the Lakeside/Suburu Teachers Association Regarding Collective Bargaining Negotiations for the 2021-2022 School Year.
(8)	Close Hearing and Public Comment.
(9)	Adoption of the Lakeside Union School District's Initial Reopener Proposal to the California School Employees Association and its Lakeside/Old River Chapter 730's.
	MovedSecondedRoll Call Vote: MBABTJRRDB Vote: Yes(Y)No(N)Abstained(A)Absent(AB)
(10)	Adoption of the Lakeside Union School District's Initial Reopener Proposal to the Lakeside/Suburu Teachers Association Regarding Collective Bargaining Negotiations for the 2021-2022 School Year.
	Moved Seconded Roll Call Vote: MB AB TJ RR DB Vote: Yes(Y) No(N) Abstained(A) Absent(AB)
(11)	Approval to Hire Kelsey Galpin, Paraprofessional at Lakeside School.
	MovedSecondedRoll Call Vote:MBABTJRRDB Vote: Yes(Y)No(N)Abstained(A)Absent(AB)
(12)	Approval to Hire Taylor Williams, Instructional Aide at Lakeside School.
	Moved Seconded Roll Call Vote: MB AB TJ RR DB Vote: Yes(Y) No(N) Abstained(A) Absent(AB)
(10)	
(13)	
	MovedSecondedRoll Call Vote:MBABTJRRDB

			Vote: Yes(Y)_	No(N)	Abstained(A)		Absent	(AB)_	
		(14)	Approval to Hi	re Yanelli Bran, Te	emporary Health Tech at	Subur	u.		
			Moved_ Vote: Yes(Y) _	SecondedNo(N)	Roll Call Vote:MB Abstained(A)	_AB	_TJ_ Absent	_RR_ (AB) _	_DB
		(15)	Approval to Hi	re Jodi Nicklas, Fo	od Service/Utility Work	er at Su	ıburu.		
			Moved Vote: Yes(Y) _	SecondedNo(N)	Roll Call Vote:MB Abstained(A)	_AB	_TJ_ Absent	_RR_ (AB) _	_DB
		(16)	Approval to Hi	re Christopher Cisr	neros, Bus Driver/Utility	Worke	er at Lal	keside.	
					Roll Call Vote:MB Abstained(A)				
		(17)			Instructional Aide at Su				
			Moved_ Vote: Yes(Y)_	SecondedNo(N)	Roll Call Vote:MB_ Abstained(A)	_AB_	TJ _Absent	_RR_ (AB) _	_DB
		(18)	Approval to Hi	re Karla Gutierrez,	Paraprofessional at Sub	ouru.			
					Roll Call Vote:MB Abstained(A)				
5.	REPO	RTS A	ND CORRESPO	NDENCE					
	A.	Enroll	ment	Lakeside 673	Suburu 834	Total	1507		
	B.	CSEA							
	C.	CTA							
	D.	Corres	spondence						
	E.	There	will be no Board a		ber may report about variousk questions and refer ma quent meeting.				
	F.	Super	intendent's Repo	rt					
6.	agendo an eme	a. Under ergency	r limited circumsto affecting the safety	ances, the Board may	s generally prohibited from discuss and act on items rty, or a work stoppage, o posted agenda.	not on t	he agend	da if the	y involve
7.	ADV	ANCE F	PLANNING						
	A.	Future	Meeting Dates						

8.	ADJOURNM	ENT				Time	e:	
		Moved Vote: Yes(Y)	_Seconded No(N)	Roll Call Vote:MB_ Abstained(A)	AB_	TJ Absen	RR t(AB)	_DB

Regular Board Meeting - November 9, 2021 at 6:30 p.m. in the Lakeside School

For information regarding how, to whom, and when a request for disability-related modification or accommodation, including auxiliary aids or services, may be made by a person with a disability who requires a modification or accommodation to participate in the public meeting, please contact Ty Bryson, District Superintendent.

(1)

Auditorium.

LAKESIDE UNION SCHOOL DISTRICT BOARD OF TRUSTEES REGULAR BOARD MEETING MINUTES

Lakeside School Auditorium 14535 Old River Road Bakersfield, CA 93311 August 10, 2021 6:30 P.M.

BOARD MEMBERS PRESENT:

Trustees Buoni, Banducci, Jones, D. Buoni, and Robertson arrived

at 7:13 pm

BOARD MEMBERS ABSENT:

OTHERS PRESENT: See Attached

- 1. Call to Order, Flag Salute The regular meeting convened at 6:30 p.m.
- 2. <u>Presentation on State Mandated Masking Protocols</u> Mr. Bryson provided a powerpoint presentation for the board.
- 3. Hearing of Staff and/or Citizens None
- 4. Consent Agenda

Approval of Consent Agenda. Motion by Trustee Banducci, seconded by Trustee D. Buoni. Approved - Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 1. By this action the Board:

- A. Approved minutes of Regular Meeting of May 11, 2021.
- B. Approved minutes of Special Meeting of May 27, 2021.
- C. Approved minutes of Regular Meeting of June 8, 2021.
- D. Approved minutes of Special Meeting of June 15, 2021.
- E. Approved minutes of Special Meeting of July 7, 2021.
- F. Approved the June End of Month Payroll, July Mid Month Payroll, July End of Month Payroll, and August Mid Month Payroll.
- G. Approve Batch #14

5. Discussion or Action Items

A. General Control

(1) Report on Williams Settlement Complaints. None

- (2) <u>Discussion and Possible Action on Vaccination Verification Method.</u> Motion by Trustee Jones to use Option #1, seconded by Trustee Banducci. Approved Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee D. Buoni. No 0. Abstained 0. Absent 1.
- (3) <u>Presentation on Independent Study Program.</u>
- (4) <u>Approval of BP and AR for Independent Study.</u> Motion by Trustee D. Buoni, seconded by Trustee Jones. Approved Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee D. Buoni. No 0. Abstained 0. Absent 1.

B. Budget and Finance

- (1) <u>Approval of Agreement #22-0438 Camp KEEP Agreement.</u> Motion by Trustee Jones, seconded by Trustee D. Buoni. Approved Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee D. Buoni. No 0. Abstained 0. Absent 1.
- (2) <u>Approval of E-Waste Items: Desktop Computer Towers (Obsolete)-80, Computer Monitors (Broken)-20, Laptops (Obsolete/Non-Working)-1,400.</u> Motion by Trustee Banducci, seconded by Trustee Jones. Approved Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee D. Buoni. No 0. Abstained 0. Absent 1.
- (3) Approval of Contract #106953 Utility and Custodial Services for Extended School Year 2021. Motion by Trustee Banducci, seconded by Trustee D. Buoni.

 Approved Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee D. Buoni. No 0. Abstained 0. Absent 1.
- (4) Approval of Agreement #22-0245 AVID Consortium/AVID Coordinator Agreement.

 Motion by Trustee Jones to remove this item, seconded by Trustee Banducci.

 Approved Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee D. Buoni. No 0.

 Abstained 0. Absent 1.
- (5) Approval of Agreement #22-0499 Medi-Cal Administrative Activities Claiming Agreement. Motion by Trustee Banducci, seconded by Trustee Jones. Approved Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee D. Buoni. No 0. Abstained 0. Absent 1.
- (6) Approval of Certificated Substitute Rate Increase to \$150 for a Full Day and \$225 for Logn-Term Substitute. Motion by Trustee D. Buoni, seconded by Trustee Jones. Approved Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No 0. Abstained 0. Absent 0.
- (7) <u>Discussion and Possible Action for Eric Hall and Associates to Begin Work on the Master Plan for the Lakeside Union School District.</u> Motion by Trustee Jones to table This item, seconded by Trustee D. Buoni. Approved Trustee Buoni, Trustee Banducc Trustee Jones, Trustee Robertson, Trustee D. Buoni. No 0. Abstained 0. Absent 0

C. Personnel

- (1) <u>Approval to Hire Isaac Meza, District Band Teacher.</u> Motion by Trustee D. Buoni, seconded by Trustee Jones. Approved Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No 0. Abstained 0. Absent 0.
- (2) <u>Approval to Hire Junie Bamford, Teacher at Suburu School.</u> Motion by Trustee Banducci, seconded by Trustee Jones. Approved Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No 0. Abstained 0. Absent 0.
- (3) Approval to Hire Michael Hernandez, Teacher at Suburu School. Motion by Trustee D. Bunoi, seconded by Trustee Jones. Approved Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No 0. Abstained 0. Absent 0.
- (4) Approval to Hire Gina Miller, Mild/Moderate Teacher at Lakeside. Motion by Trustee Jones, seconded by Trustee Banducci. Approved Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No 0. Abstained 0. Absent 0.
- (5) <u>Approval to Hire Jagdeep Gill, 6th Grade Teacher at Lakeside School.</u> Motion by Trustee Banducci, seconded by Trustee Jones. Approved Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No 0. Abstained 0. Absent 0.
- (6) <u>Approval to Hire Marmareh Ghalambor, Teacher at Suburu School.</u> Motion by Trustee Banducci, seconded by Trustee Jones. Approved Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No 0. Abstained 0. Absent 0.
- (7) Approval to Hire Lainey Elcano, Library Clerk at Suburu School. Motion by Trustee D. Bunoi, seconded by Trustee Jones. Approved Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No 0. Abstained 0. Absent 0.
- (8) Approval to Hire Crystal Hernandez, Instructional Aide at Suburu. Motion by Trustee Jones, seconded by Trustee D. Buoni. Approved Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No 0. Abstained 0. Absent 0.
- (9) <u>Approval to Hire Noemy Mendez, Instructional Aide at Suburu School.</u> Motion by Trustee Banducci, seconded by Trustee Jones. Approved Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No 0. Abstained 0. Absent 0.
- (10) Approval to Hire Jessica Castellon, Library Clerk at Lakeside School. Motion by Trustee Jones, seconded by Trustee D. Buoni. Approved Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No 0. Abstained 0. Absent 0.

(11) <u>Approval to Hire Angela Andreotti-Denis, Mild/Moderate Teacher at Lakeside School.</u> Motion by Trustee D. Bunoi, seconded by Trustee Jones. Approved - Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.

6. Reports and Correspondence

- A. CSEA None
- B. <u>CTA</u> Mr. Andreotti thanked the board for the COVID stipend, and increasing the sub pay. Mr. Andreotti also let the board know that he emailed them a copy of the LTA emailed all the board a copy of their Sunshine Proposal.
- C. <u>Department Back to School Updates</u> Mr. McGrath shared that it is going to be nice to have students coming back to in person instruction. Schedules are being worked on and finalized. Enrollment currently is 636. New teacher orientation will start on 8/12/21. Lakeside School currently has 17 requests for Independent Study, a lot of them are families with multiple children. This year LUSD will be using Parent Square to push notifications out to parents. MOT crew knocked it out of the park getting the campus ready for staff and students to return.

Mr. Elcano shared he had to hire 2 new teachers, currently Special Ed enrollment is 155. He shared we are seeing more students on our campus and that only 35 students currently will be receiving services from the county. Mr. Elcano is working with admin and teachers to put together RTI Program, to help students who are behind from Distance Learning.

Ms. Hudson shared that the playground equipment is rusted and MOT staff is working on getting it prepared. MOT is also getting furniture back in to the classrooms. Independent Study is new and currently there is 7-10 parents who are requesting their students be placed on Independent Study. Suburu's Bell Schedule is ready and will be loaded on the new website. Back to School will done via Zoom. New teachers are excited and ready to work. Suburu's HVAC needs some work and hopes it will be running and ready for students.

- D. <u>Correspondence</u> Mr. Bryson shared that the district office received a card from a students grandparents commending Mrs. Moore and Mrs. Kadel for their hard work during Distance Learning. Mr. Bryson also presented Mr. Bunoi with a certificate received from the county for recognition to Mr. Buoni for 5 years of service on the board.
- E. <u>Board Members Report</u> None

Trustee Jones motioned to add an Item 6. G. to the agenda, seconded by Trustee D. Buoni. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No -0. Abstained -0. Absent -0.

- F. <u>Superintendent Report</u> Mr. Bryson thanked administration for all their hard work, and is ready for another special year.
- G. <u>Approval of CSUB Contract to allow Student Teachers on our District Campuses.</u> Motion by Trustee Jones, seconded by Trustee D. Buoni. Approved Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No 0. Abstained 0. Absent 0.

7.	Advan	ce Plan	ning				
	A.	Future	Meeting Dates				
		(1)	Regular Board September 14,	Meeting at Lakeside 2021.	School Audito	orium at 6:30 p.m. on	
8.	Adjou	rnment	Buoni,		istee Jones, T	stee Banducci. Approved - Trustee Robertson, Trustee D.	
	The m	eeting v	was adjourned at	t 7:47 p.m.			
					Secre	etary to the Board	
26							
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LAKESIDE UNION SCHOOL DISTRICT BOARD OF TRUSTEES REGULAR BOARD MEETING MINUTES

Lakeside School Auditorium 14535 Old River Road Bakersfield, CA 93311 September 14, 2021 6:30 P.M.

BOARD MEMBERS PRESENT:

Trustees Buoni, Banducci, Jones, D. Buoni, and Robertson arrived

at 6:32 pm

BOARD MEMBERS ABSENT:

Consent Agenda

2.

OTHERS PRESENT: See Attached

1. <u>Call to Order, Flag Salute</u> The regular meeting convened at 6:30 p.m.

Trustee Jones. Approved - Trustee Buoni, Trustee Banducci, Trustee Jones,

Trustee D. Buoni. No -0. Abstained -0. Absent -1. By this action the Board:

Approval of Consent Agenda. Motion by Trustee Banducci, seconded by

A. Approved the August End of Month Payroll and September Mid Month Payroll.

- 3. Hearing of Staff and/or Citizens None
- 4. Discussion or Action Items
 - A. Budget and Finance
 - (1) Approval of Resolution 09142021 Appropriations Gann Limit in the Amount of \$19,570,568.10 for 2020-2021, and \$20,180,777.04 for 2021-2022. Motion by Trustee Jones, seconded by Trustee D. Buoni. Approved Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No 0. Abstained 0. Absent 0.
 - (2) <u>Approval of Budget Unaudited Actuals for the 2020-2021 School Year.</u> Motion by Trustee Banducci, seconded by Trustee Robertson. Approved Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No 0. Abstained 0. Absent 0.
 - (3) <u>Approval of Government Financial Strategies Municipal Advisory Services Agreement</u> Motion by Trustee Jones, seconded by Trustee Robertson. Approved Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No 0. Abstained 0. Absent 0.

(4) Approval of CMAS Contract #3-17-70-1811AE to Purchase Chromebooks from MJP. Motion by Trustee Buoni, seconded by Trustee Jones. Approved - Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.

B. Personnel

- (1) <u>Approval to Hire Claudia Hernandez, Health Tech at Lakeside.</u> Motion by Trustee Jones, seconded by Trustee Banducci. Approved Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No 0. Abstained 0. Absent 0.
- (2) <u>Approval to Hire Mireya Rizo, Instructional Aide at Suburu.</u> Motion by Trustee D. Buoni, seconded by Trustee Jones. Approved Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No 0. Abstained 0. Absent 0.
- (3) Approval to Hire Janet Rodriguez, Bus Driver/Utility Worker. Motion by Trustee Banducci, seconded by Trustee Jones. Approved Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No 0. Abstained 0. Absent 0.
- (4) <u>Approval to Hire Celeste Orozco, Instructional Aide at Lakeside.</u> Motion by Trustee Jones to remove this item, seconded by Trustee Banducci. Approved Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No 0. Abstained 0. Absent 0.
- (5) Approval to Hire Shelly Ramos, School Clerk II at Suburu. Motion by Trustee Jones, seconded by Trustee D. Buoni. Approved Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No 0. Abstained 0. Absent 0.
- (6) <u>Approval to Hire William Palmer, Instructional Aide at Suburu.</u> Motion by Trustee Banducci, seconded by Trustee Robertson. Approved Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No 0. Abstained 0. Absent 0.
- (7) <u>Approval to Hire Brittnee Odle, Temporary Health Tech at Suburu.</u> Motion by Trustee Robertson, seconded by Trustee Jones. Approved Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No 0. Abstained 0. Absent 0.
- (8) <u>Presentation of Initial Collective Bargaining Proposal (Sunshine Proposal) from Lakeside Union School District to the Lakeside/Suburu Teachers Association.</u>
- (9) Presentation of Initial Collective Bargaining Proposal (Sunshine Proposal) from Lakeside Union School District to the California School Employees Association, Lakeside/Old River Chapter No. 730.

LAKESIDE UNION SCHOOL DISTRICT BOARD OF TRUSTEES SPECIAL BOARD MEETING MINUTES

Lakeside School Auditorium 14535 Old River Road Bakersfield, CA 93311 September 29, 2021 6:00 P.M.

BOARD MEMBERS PRESENT:

Trustees Buoni, Banducci, Jones, Robertson, and D. Buoni

BOARD MEMBERS ABSENT:

OTHERS PRESENT: See Attached

- 1. <u>Call to Order, Flag Salute</u> The special meeting convened at 6:00 p.m.
- 2. Hearing of Staff and/or Citizens None
- 3. Discussion or Action Items

A. General Control

- (1) <u>Presentation of Facilities Master Plan Proposals.</u> The board received presentations From Teter, Ordiz-Melby, and Eric Hall and Associates.
- (2) <u>Approval of Resolution #09292021 Authorize Participation in the SISC FLEX Plan.</u> Motion by Trustee Jones, seconded by Trustee Banducci. Approved Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No 0. Abstained 0. Absent 0.

B. Budget and Finance

- (1) Open Public Hearing for ESSER III Expenditure Plan. 7:52 p.m.
- (2) Close Public Hearing. 7:56 p.m.

C. Personnel

- (1) Approval to Hire Aurora Garcia, as a Mild/Moderate Teacher on a (PIP) Provisional Internship Permit at Lakeside. Motion by Trustee Jones, seconded by Trustee Robertson. Approved Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No 0. Abstained 0. Absent 0.
- (2) <u>Approval for Technology Support Technician Job Description.</u> Motion by Trustee Jones, seconded by Trustee Banducci. Approved Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No 0. Abstained 0. Absent 0.

- (3) Receipt and Public Notice of the California School Employes Association and its Lakeside/Old River Chapter 730's Initial Reopener Proposal to the Lakeside Union School District for the 2021-2022 school year pursuant to Government Code section 3547. A public hearing regarding the proposal will be scheduled by the Board of Trustees for the next Board Meeting.
- (4) Receipt and Public Notice of the Lakeside/Suburu Teachers Association Initial
 Reopener Proposal to the Lakeside Union School District for the 2021-2022 school
 year pursuant to Government Code section 3547. A public hearing regarding the
 proposal will be scheduled by the Board of Trustees for the next Board Meeting.

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- A. Future Meeting Dates
 - (1) Regular Board Meeting at Lakeside School Auditorium at 6:30 p.m. on October 12, 2021.
- 5. Adjournment Motion by Trustee Jones, seconded by Trustee Robertson. Approved Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No 0. Abstained 0. Absent 0.

The meeting was adjourned at 8:03 p.m.	
	Secretary to the Board

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ACCOUNTS PAYABLE PRELIST H: 0001 20/21 PAYMENT ID : 01 GENERAL FUND	Deposit type FD-RESC-Y-OBJT.SO-		01-7425-0-4300.00- PAYMENT AMOUNT	PAYMENT	BATCH PAYMENT	DISTRICT PAYMENT	FOR ALL DISTRICTS:
ACCOUNT BATCH: 0007 FUND :	Tax ID num Depo		0 TOTAL PAYME:	TOTAL FUND	TOTAL BATCH	TOTAL DISTR	TOTAL FOR A
J19226	Description		STAPLES				
040 LAKESIDE UNION ELEMENTARY 20/21 PAYMENTS	Vendor/Addr Remit name Reg Reference Date I	002437/00 STAPLES	CL-210052 08/05/2021 STAPLES				

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Number of checks to be printed:

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DISTRICT: 040 LAKESIDE UNION SCHOOL DISTRICT BATCH: 0002 20/21 PAYMENTS FUND : 01 GENERAL FUND L.00.06

APY250

KERN COUNTY SUPERINTENDENT OF SCHOOLS COMMERCIAL WARRANT REGISTER FOR WARRANTS DATED 08/20/2021

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WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE LN	DEPOSIT TYPE ABA. SO-GOAL-FUNC-STE-T2-TY3-TYP4	NUM ACCOUNT NUM DESCRIPTION	AMOUNT
44759644	000473/	A-1 BATTERY CO.			
		CL-210005	01-0000-0-5800,00-0000-3600-000-00-000-0000 WARRANT TOTAL	BATTERY	192.74
90082311	/909000	ABATE-A-WEED	99 EFT		
		CL-210008	01-0000-0-4300,00-0000-8100-001-00-000-0000 WARRANT TOTAL	MAINT	728.78
44759645	002451/	ACCESS LOCK & S	SECURITY		
		CL-210007	01-3210-0-5800,00-0000-8100-000-00-000-0000 WARRANT TOTAL	MAINT	619.71 \$619.71
44759646	002365/	ADVANCED DATA S	STORAGE		
		CL-210001	01-3210-0-5800,00-0000-7200-000-00-000-0000 WARRANT TOTAL	SHRED CONSOLE	150.65 \$150.65
44759647	002322/	ALL-TECH FIRE &	& SECURITY		
		CL-210003	01-3210-0-5800.00-0000-7200-000-00-000-0000 WARRANT TOTAL	FIRE ALARM INSPECTIONS	9,741.00
44759648	002411/	AMBER LIVINGSTON	NC		
		CL-210004	01-7425-0-4300.00-1110-1000-000-00-000-000 WARRANT TOTAL	SUMMER SCHOOL SUPPLIES	193.60 \$193.60
44759649	000243/	AMERICAN RED CROSS	SSOS		
		CL-210006	01-7311-0-5800,00-0000-7200-000-00-000-0000 WARRANT TOTAL	RED CROSS	300.00
44759650	000340/	AT&T			
		CL-210002	01-3210-0-5900.00-0000-7200-000-00-000-000 WARRANT TOTAL	PHONE	1,974.18 \$1,974.18
44759651	001203/	BMI			
		CL-210010	01-0000-0-4300.00-0000-8100-001-00-000-0000 WARRANT TOTAL	SHEET METAL	625.00 \$625.00
44759652	002452/	BRIGHT EYES ENTERPRISE	TERPRISE		
	r	CL-210011	01-0000-0-4300.00-1110-3140-002-00-000-0000	HEARING SCREENING	169.95

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KERN COUNTY SUPERINTENDENT OF SCHOOLS COMMERCIAL WARRANT REGISTER FOR WARRANTS DATED 08/20/2021

DISTRICT: 040 LAKESIDE UNION SCHOOL DISTRICT BATCH: 0002 20/21 PAYMENTS FUND : 01 GENERAL FUND

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE LN	ABA DEPOSIT TYPE FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	NUM ACCOUNT NUM DESCRIPTION	AMOUNT
			WARRANT TOTAL		\$169.95
44759653	/998000	BUCK'S LANDSCAPE MATERIALS	PE MATERIALS		
		CL-210009	01-8150-0-5800,00-0000-8100-001-00-000-0000 WARRANT TOTAL	MAINT ROCK DUST	471.75 \$471.75
44759654	000132/	CALIFORNIA WATER SERVICE	ER SERVICE		
		CL-210021	01-3210-0-5500.00-0000-8100-000-00-000-0000	WATER	145.40
		CL-210022	01-3210-0-5500,00-0000-8100-000-00-000-0000 WARRANT TOTAL	WATER	2,638.13
44759655	001104/	CARDMEMBER SERV	SERVICE		
		CL-210012	01-3210-0-4300.00-0000-3700-000-00-000-0000	CAFETERIA SUPPLIES	164.59
		CL-210013	01-3210-0-4300.00-0000-3140-000-00-000-0000	CPR MASKS	37.48
		CL-210014	01-3210-0-5800.00-0000-7200-000-00-000-0000	COVID DOCS & TESTING	54.98
		CL-210015	01-3210-0-4300.00-1110-1000-000-00-000-0000	COOLERS FOR CLASSROOMS	1,888.96
		CL-210016	01-3210-0-5900.00-0000-7200-000-00-000-0000	ZOOM	479.80
		CL-210017	01-3210-0-5800.00-0000-2700-000-00-000-0000	COVID DOCS	29.98
		CL-210018	01-3210-0-5800.00-0000-2700-000-00-000-0000	CHAIR RENTAL	890.00
		CL-210019	01-3210-0-5800.00-0000-7200-000-00-000-0000 WARRANT TOTAL	INTEREST	198.21
44759656	000297/	CDT INCORPORATED	ED C		
		CL-210020	01-0000-0-5800.00-0000-3600-000-00-000-0000 WARRANT TOTAL	DOT DRUG TEST	\$597.00
90082312	002205/	CINTAS CORPORATION	TION 99 EFT		
		CL-210025	01-3215-0-4300.00-0000-8100-000-00-000-0000 WARRANT TOTAL	CLEANING SUPPLIES	1,503.81 \$1,503.81
44759657	000385/	CITY OF BAKERSFIELD	FIELD		
		CL-210024	01-3210-0-5500.00-0000-8100-000-00-000-0000 WARRANT TOTAL	TRASH	1,171.74

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DISTRICT: 040 LAKESIDE UNION SCHOOL DISTRICT

BATCH: 0002 20/21 PAYMENTS
FUND: 01 GENERAL FUND

KERN COUNTY SUPERINTENDENT OF SCHOOLS COMMERCIAL WARRANT REGISTER FOR WARRANTS DATED 08/20/2021

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE LN	DEPOSIT TYPE ABA FUNC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	NUM ACCOUNT NUM DESCRIPTION	AMOUNT
44759658	002443/	COMMITTEE FOR CHILDREN	CHILDREN		
		CL-210082	01-7420-0-5800.00-0000-2700-000-00-000-0000 WARRANT TOTAL	LICENSES	9,149.40
90082313	800846/	Central Janito	Janitors Supply Co 99 EFT		
		CL-210023	01-3215-0-4300.00-0000-8100-000-00-000-0000 WARRANT TOTAL	SUPPLIES	24,083.33
44759659	001626/	MARGO DENNLER-OGDEN	OGDEN		
		CL-210049	01-7425-0-4300.00-1110-1000-000-00-000-0000 WARRANT TOTAL	REIMB SUMMER SCHOOL SUPPLIES	156.61
44759660	//00000	DEPARTMENT OF	JUSTICE		
		CL-210026	01-3210-0-5800.00-0000-7200-000-00-000-0000 WARRANT TOTAL	FINGERPRINTS	324.00
90082314	001178/	INC EWING IRRIC	IRRIGATION PRODUCTS 99 EFT		
		CL-210029	01-3210-0-4300,00-0000-8100-000-00-000-0000 WARRANT TOTAL	MAINT SUPPLIES	92.07
44759661	001302/	FEDEX			
		CL-210027	01-3210-0-5900.00-0000-7200-000-00-000-0000 WARRANT TOTAL	POSTAGE	110.85
44759662	002097/	FEDEX OFFICE			
		CL-210028	01-3210-0-5900.00-0000-7200-000-00-000-0000 WARRANT TOTAL	POSTAGE	146.35
44759663	002440/	FRANCISCO ZAMORA	RA		
		CL-210030	01-6500-0-5200.00-5770-1110-002-00-000-0000 WARRANT TOTAL	REIMB MILEAGE	420.00 \$420.00
44759664	001073/	GOLDEN EMPIRE TOWING	TOWING		
		CL-210031	01-0000-0-5600.00-0000-3600-000-00-000-0000 WARRANT TOTAL	TOWING	287.50 \$287.50
44759665	001038/	GORDON SERVICES	Ø		
		CL-210032	01-3210-0-5800.00-0000-2700-000-00-000-0000	CROSSING GUARD	4,922.70

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KERN COUNTY SUPERINTENDENT OF SCHOOLS COMMERCIAL WARRANT REGISTER FOR WARRANTS DATED 08/20/2021

DISTRICT: 040 LAKESIDE UNION SCHOOL DISTRICT BATCH: 0002 20/21 PAYMENTS FUND : 01 GENERAL FUND

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APY250

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE LN	DEPOSIT TYPE O-GOAL-FUNC-STE-T2-TY3-TYP4	NUM ACCOUNT NUM DESCRIPTION	AMOUNT
			WARRANT TOTAL		\$4,922.70
44759666	002203/	HARRIS SCHOOL SOLUTIONS	OLUTIONS		
		CL-210036	01-7425-0-5800.00-0000-3700-000-00-000-0000 WARRANT TOTAL	FEE	7.50
44759667	002422/	HEATHER SARTI			
		CL-210035	01-3215-0-5200.00-0000-3140-000-00-000-0000 WARRANT TOTAL	MILEAGE	172.42
44759668	000320/	HOME DEPOT CREDIT SERVICES	IT SERVICES		Methods 200000
		CL-210033	01-3210-0-4300.00-0000-8100-000-00-000-0000 WARRANT TOTAL	MAINT SUPPLIES COVID/CLEANING	3,695.48
90082315	000174/	IMAGE 2000	99 EFT		
		CL-210037	01-7425-0-4300.00-1110-1000-000-00-000-0000 WARRANT TOTAL	SUPPLIES FOR COPIER	989.06
44759669	000602/	INDEPENDENT FIRE	IE & SAFETY		
		CL-210038	01-0000-0-5800.00-0000-8100-002-00-000-0000	ANNUAL MAINT	520.76
		CL-210039	01-0000-0-5800.00-0000-8100-001-00-000-0000 WARRANT TOTAL	ANNUAL MAINT	683.33 \$1,204.09
44759670	002454/	KATIE SEYKORA			
		CL-210041	01-7425-0-4300.00-1110-1000-000-00-000-0000 WARRANT TOTAL	REIMB SUMMER SCHOOL SUPPLIES	80.72
44759671	000094/	KERN COUNTY SUPT OF SCHOOLS	T OF SCHOOLS		
		CL-210042	01-0000-0-5800.00-0000-7200-000-00-000-0000	SCHOOL LEGAL	586.50
		CL-210043	01-3215-0-5800.00-1110-1000-000-00-000-0000	CORE GROWTH	1,050.00
		CL-210044	01-6500-0-5800.00-5770-3600-000-00-000-0000	TRANS. FOSTER YOUTH	1,950.00
		CL-210045	01-6500-0-5800.00-5001-1110-000-00-000-0000 WARRANT TOTAL	C TO B ASSESSMENTS	4,250.00
44759672	002382/	KERN RIVER POWER EQUIPMENT	R EQUIPMENT		
		CL-210040	01-0000-0-5800.00-0000-8100-001-00-000-0000	MAINTENANCE	313.50

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KERN COUNTY SUPERINTENDENT OF SCHOOLS COMMERCIAL WARRANT REGISTER FOR WARRANTS DATED 08/20/201 040 LAKESIDE UNION SCHOOL DISTRICT 0002 20/21 PAYMENTS 01 GENERAL FUND L.00.06 DISTRICT: BATCH: FUND: **APY250**

5,400.00 1,500.00 1,833.58 9,129.84 85.00 \$299.54 \$27.83 2,266.25 7,744.80 AMOUNT \$313.50 5,782.00 1,383.00 214.54 WATER TREATMENT SERVICE DEPOSIT TYPE ABA NUM ACCOUNT NUM FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4 DESCRIPTION SCHOOL POOL SUPPLIES SUMMER SCHOOL SCHOOL PHONE LINE SECURITY SECURITY MILEAGE AUDITOR PRO FEE SUMMER SUMMER 01-3210-0-4200.00-1110-1000-000-00-000-000 WARRANT TOTAL 01-0000-0-4300.00-0000-8100-001-00-000-0000 WARRANT TOTAL 01-0000-0-5800.00-0000-7100-000-00-000-000 WARRANT TOTAL 01-3220-0-5800.00-1110-1000-000-00-000-0000 WARRANT TOTAL 01-3210-0-5900.00-0000-7200-000-00-000-000 WARRANT TOTAL 01-8150-0-5800.00-0000-8100-002-00-000-0000 WARRANT TOTAL 01-7425-0-5200.00-0000-2700-000-00-000-0000 WARRANT TOTAL 01-8150-0-5800.00-0000-8100-001-00-000-0000 WARRANT TOTAL 01-3220-0-4200.00-1110-1000-000-00-000-000 01-3220-0-4200.00-1110-1000-000-00-000-000 01-8150-0-5800.00-0000-8100-001-00-000-0000 WARRANT TOTAL S INC LOGMEIN COMMUNICATIONS LEARNING PLUS ASSOCIATES LINGER PETERSON SHRUM & RESOURCES LINCOLN EQUIPMENT INC. SERVICES MCMOR CHLORINATION LN MARGEE AGUIRRE LLC LITERACY M&S SECURITY NAME (REMIT) REFERENCE CL-210085 CL-210046 CL-210055 CL-210048 CL-210086 CL-210047 CL-210050 CL-210053 CL-210083 CL-210084 CL-210051 VENDOR/ADDR REQ# 002438/ 000589 001990/ 002419/ 002031/ 099000 002093/ 000115/ 44759677 44759680 44759675 44759678 44759679 WARRANT 44759673 44759674 44759676

KERN COUNTY SUPERINTENDENT OF SCHOOLS COMMERCIAL WARRANT REGISTER FOR WARRANTS DATED 08/20/2021

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DISTRICT: 040 LAKESIDE UNION SCHOOL DISTRICT BATCH: 0002 20/21 PAYMENTS FUND : 01 GENERAL FUND

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DISTRICT: 040 LAKESIDE UNION SCHOOL DISTRICT

BATCH: 0002 20/21 PAYMENTS
FUND: 01 GENERAL FUND

KERN COUNTY SUPERINTENDENT OF SCHOOLS COMMERCIAL WARRANT REGISTER FOR WARRANTS DATED 08/20/2021

ARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE LN	DEPOSIT TYPE ABA.SO-GOAL-FUNC-STE-TZ-TY3-TYP4	ACCO.	AMOUNT
44759688	000131/	PIONEER PAINT			1 1 1 1 1 1 1 1 1
		CL-210068	01-3210-0-4300.00-0000-8100-000-00-000-0000 WARRANT TOTAL	PAINT SUPPLIES	\$117.27
44759689	000164/	PITNEY BOWES GI	GLOBAL FINANCIAL		
		CL-210066	01-7422-0-5900.00-0000-7200-000-00-000-0000 WARRANT TOTAL	LEASE POSTAGE	312.93
90082318	000173/	PRICE DISPOSAL INC.	INC. 99 EFT		
		CL-210063	01-7422-0-5500.00-0000-8100-000-00-000-0000 WARRANT TOTAL	TRASH	1,989.39
44759690	000463/	PURCHASE POWER			#ii
		CL-210065	01-7422-0-5900,00-0000-7200-000-00-000-0000 WARRANT TOTAL	POSTAGE	1,159.23 \$1,159.23
44759691	002427/	S.T.A.R. ACCADEMY-HAYNES	MY-HAYNES		
		CL-210069	01-7425-0-5800.00-1110-1000-000-00-000-0000 WARRANT TOTAL	SPECIAL ED	351.05 \$351.05
44759692	002353/	SANDY MCMAHAN	٠		
		CL-210070	01-7425-0-5800.00-1110-1000-000-00-000-0000 WARRANT TOTAL	SРЕЕСН	24,780.00 \$24,780.00
44759693	000118/	SC COMMUNICATIONS	NS		
		CL-210071	01-7422-0-5900.00-0000-7200-000-00-000-0000 WARRANT TOTAL	REPEATER RENTAL	6,056.30
44759694	000564/	SPURR			
		CL-210072	01-7422-0-5500.00-0000-8100-000-00-000-0000 WARRANT TOTAL	NATURAL GAS	2,938.95
44759695	002450/	T&L BATTERY CO.	8 3		
		CL-210075	01-3210-0-4300.00-0000-8100-000-00-000-000 WARRANT TOTAL	BATTERY	913.01 \$913.01
44759696	002078/	TAFT CITY SCHOOL DISTRICT	OL DISTRICT		
		CL-210074	01-7422-0-5800.00-0000-3700-000-000-0000	BREAKFAST & LUNCHES	121,904.00

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COUNTY SUPERINTENDENT OF SCHOOLS COMMERCIAL WARRANT REGISTER FOR WARRANTS DATED 08/20/2021 KERN 040 LAKESIDE UNION SCHOOL DISTRICT 0002 20/21 PAYMENTS 01 GENERAL FUND P.00.06 DISTRICT: BATCH: FUND: APY250

\$347,451.03* \$.00* \$35,752.99* \$383,204.02* \$347,451.03* \$.00* \$35,752.99* \$383,204.02* \$347,451.03* 1,904.76 64.55 \$64.55 150.00 23.86 \$23.86 750.00 1,821.51 9,093.80 1,658.61 2,105.59 \$121,904.00 AMOUNT TREE TRIMMING OF FALLEN TREE REIMB SUMMER SCHOOL SUPPLIES SCHOOL SUPPLIES SUMMER SCHOOL SUPPLIES SCHOOL SUPPLIES CHECKS: ACH: CHECKS: CHECKS: DEPOSIT TYPE ABA NUM ACCOUNT NUM FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4 DESCRIPTION ACH: EFT: ACH: EFT: DOT PHYSICAL AMOUNT OF AMOUNT OF AMOUNT OF 0 F O F OF OF AMOUNT AMOUNT AMOUNT AMOUNT: AMOUNT MILEAGE AMOUNT SUMMER SUMMER LEASE FUEL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL POTAL 01-7420-0-4300.00-1110-1000-000-00-000-000 WARRANT TOTAL 01-7425-0-4300.00-1110-1000-000-00-000-0000 WARRANT TOTAL 01-8150-0-5800.00-0000-8100-001-00-000-0000 WARRANT TOTAL 01-0000-0-5800.00-0000-3600-000-00-000-0000 WARRANT TOTAL 01-7425-0-5600.00-0000-2700-000-00-000-0000 WARRANT TOTAL 01-7425-0-5200.00-0000-2700-000-00-000-0000 WARRANT TOTAL 01-0000-0-4300.00-0000-3600-000-00-000-0000 WARRANT TOTAL 01-7425-0-4200.00-1110-1000-000-00-000-000 01-3210-0-4200.00-1110-1000-000-000-000-0000 WARRANT TOTAL 58 0 11 69 58 0 11 69 58 WARRANT TOTAL NUMBER OF CHECKS: ACH GENERATED: EFT GENERATED: NUMBER OF CHECKS: ACH GENERATED: NUMBER OF CHECKS: ACH GENERATED: EFT GENERATED: EFT EFT EFT 66 99 66 PAYMENTS: PAYMENTS: WELLS FARGO FINANCIAL LEASING TOTAL 1 TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL SERVICE TOUCHMATH ACCOUISITION SORENSON MD WHOLESALE FUELS INC LN VENABLE'S TREE WENDY OLIVER ZANER-BLOSER NAME (REMIT) REFERENCE CL-210076 CL-210079 CL-210088 CL-210087 VEGA NANCY CL-210056 CL-210080 CL-210078 CL-210077 CL-210081 VERNON C. ** *** *** TOTALS TOTALS *** DISTRICT TOTALS VENDOR/ADDR REQ# BATCH 002439/ 001815/ 002460/ 002193/ 001998/ 002000 000270/ 001655/ *** FUND *** WARRANT 44759699 90082319 44759700 90082320 44759697 44759698 44759701 90082321

TOTAL EFT GENERATED: TOTAL PAYMENTS:

040 LAKESIDE UNION ELEMENTARY J37194	ACCOUNTS PAYABLE PRELIST BATCH: 0003 PAYMENTS FUND : 01 GENERAL FUND	APY500 L.00.19 09/07/21 08:17 PAGE 1 <- Open >>
Vendor/Addr Remit name Reg Reference Date Description	ID num Deposit type FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE	EH
002336/00 AED SUPERSTORE AN ALLIED 100		
PV-220001 08/27/2021 AED RENEWEL	01-0000-0-5800.00-0000-3140-001-00-0000-0000 TOTAL PAYMENT AMOUNT 149.99 *	-00-000-0000 NN 149.99 99 * 149.99
002157/00 AERIES		
PV-220004 08/27/2021 SUBCRIPTION	01-3215-0-5800.00-1110-1000-000-00 TOTAL PAYMENT AMOUNT 18,014.00	-00-000-0000 NN 18,014.00
002445/00 AMPLIFY		
PV-220002 08/27/2021 DIBELS	01-3215-0-5800.00-1110-1000-000-00 TOTAL PAYMENT AMOUNT 61.00	-00-000-0000 NN 61.00
000340/00 AT&T 000	000000000	
PV-220003 08/27/2021 PHONE	01-0000-0-5900.00-0000-7200-000 TOTAL PAYMENT AMOUNT	-00-000-0000 NN 1,866.70 70 *
001113/00 BSE	99 EFT	
PV-220005 08/27/2021 RENTALS MOWER AND TRAILER TOTAL	RAILER 01-8150-0-5800.00-0000-8100-001-00 TOTAL PAYMENT AMOUNT 744.28	-00-000-0000 NN 744.28
002029/00 BLACKBOARD ENGAGE		ą
PV-220006 08/27/2021 WEBSITE	01-3210-0-5800.00-0000-7200-000 TOTAL PAYMENT AMOUNT 12,469.52	-00-000-0000 NN 12,469.52 52 * 12,469.52
000745/00 BOLINGER, MELISSA		
. PV-220007 08/27/2021 REIMB SUPPLIES	01-3215-0-4300.00-1110-1000-000-00-0000 TOTAL PAYMENT AMOUNT	-00-000-0000 NN 200.00
000107/00 C S B A		
PV-220015 08/30/2021	01-0000-0-5300.00-0000-7100-000-00-000-000 TOTAL PAYMENT AMOUNT 11,416.00 *	-00-000-0000 NN 11,416.00

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ACCOUNTS PAYABLE PRELIST BATCH: 0003 PAYMENTS FUND : 01 GENERAL FUND
J37194
040 LAKESIDE UNION ELEMENTARY

Vendor/Addr Remit name Reg Reference Date Description	x ID num	Deposit type ABA num Account num FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	Account num E-T2-TY3-TYP4 T9MPS	EE ES E-Term E-ExtRef Lig Amt Net Amount
00735/00 C.A.S.H.				
PV-220021 08/30/2021 MEMBERSHIP	TOTAL PAYM	01-0000-0-5300.00-0000-7100-000-00-000-0000 PAYMENT AMOUNT 479.00 *	NN 0000-000-00-00.	479.00 479.00
000132/00 CALIFORNIA WATER SERVICE	000000000			
PV-220017 08/30/2021 WATER	TOTAL PAYM	01-0000-0-5500.00-0000-8100-002 PAYMENT AMOUNT 5,700.	2-00-000-0000 NN	5,700.91
001104/00 CARDMEMBER SERVICE				
PV-220016 08/30/2021 ZOOM, HODEL'S, PV-220016 08/30/2021 ZOOM, HODEL'S, PV-220016 08/30/2021 ZOOM, HODEL'S, PV-220016 08/30/2021 ZOOM, HODEL'S,	ONLINE DOCS, ONLINE DOCS, ONLINE DOCS, ONLINE DOCS, TOTAL PAYM	, 01-3212-0-5900.00-0000-7200-000-00-0000 , 01-0000-0-5200.00-0000-7200-000-00-0000 , 01-3212-0-5800.00-0000-7200-000-000-0000 , 01-3212-0-5800.00-0000-7200-000-00000000000000000000	NN 0000-000-00-00-00-00-00-00-00-00-00-00-	239.00 100.00 29.98 119.81 488.79
000210/00 CERTIFIED BACKFLOW SERVICES				
PV-220011 08/30/2021 BACKFLOW	TOTAL PAYM	01-8150-0-5800.00-000-8100-002 PAYMENT AMOUNT 355.	-002-00-000-0000 NN 355.00 *	355.00
002205/00 CINTAS CORPORATION	56	9 BFT		
PV-220013 08/30/2021 MAINT SUPPLIES	TOTAL PAYM	01-7422-0-4300.00-0000-8100-000 PAYMENT AMOUNT 201.	-000-00-000-0000 NN 201.30 *	201.30
000385/00 CITY OF BAKERSFIELD				
PV-220010 08/30/2021 TRASH PV-220018 08/30/2021 TRASH AND SEWER	TOTAL	01-8150-0-5500.00-0000-8100-000-00-000-000 01-0000-0-5500.00-0000-8100-000-00-0000 PAYMENT AMOUNT 1,295.75 *	0-00-000-0000 NN 0-00-000-0000 NN 75 *	709.96 585.79 1,295.75
000471/00 COUNTY OF KERN ENVIRONMENTAL				
PV-220038 08/30/2021 PERMITS, CAFE, PC PV-220038 08/30/2021 PERMITS, CAFE, PC	CAFE, POOL, BUS CAFE, POOL, BUS TOTAL PAYM	01-0000-0-5800.00-0000-8100-001 01-0000-0-5800.00-0000-3600-000 PAYMENT AMOUNT	-001-00-000-0000 NN -000-00-00-000 NN 789.00 *	425.00 364.00 789.00

040 LAKESIDE UNION ELEMENTARY J37194 B.	ACCOUNTS PAYABLE PRELIST BATCH: 0003 PAYMENTS FUND : 01 GENERAL FUND	APY500 L.00.19 09/07/21 08:17 PAGE	м
Vendor/Addr Remit name Tax ID Reg Reference Date Description	n Deposit type FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE	EE ES B-Term T9MPS Lig Amt Ne	E-ExtRef t Amount
846/00	369 99 EFT		I I I
PV-220008 08/30/2021 MAINT SUPPIES TO	01-7422-0-4300.00-0000-8100-000-00-0000 TOTAL PAYMENT AMOUNT 2,436.30 *	NN	2,436.30
800877/00 Coole School	173		
PV-220014 08/30/2021 PLANNERS TO	01-7425-0-4300.00-1110-1000-000-00-000-0000 TOTAL PAYMENT AMOUNT 1,765.50 *	765.	5.50
102726/00 DARRELL HOWARD			
PV-220022 08/30/2021 MILEAGE TO	01-7425-0-5200.00-0000-3600-000-00-0000 TOTAL PAYMENT AMOUNT 23.52 *	NN	23.52
001626/00 DENNLER-OGDEN, MARGO			
PV-220019 08/30/2021 REIMB SUMMER SCHOOL #2	#2 01-7425-0-4300.00-1110-1000-000-00 TOTAL PAYMENT AMOUNT 175.50	-000-00-000-0000 NN 175.50 *	175.50
0000307/00 DEPARTMENT OF JUSTICE 000000000	000		
PV-220020 08/30/2021 FINGERPRINTS TO:	01-7422-0-5800.00-0000-7200-000-000-0000 TOTAL PAYMENT AMOUNT 64.00 *	NN	64.00 64.00
002002/00 DOCUMENT TRACKING SERVICES			
PV-220039 08/30/2021 DOCUMENT TRACKING SERVICE TOTAL	RVICE 01-0000-0-5800.00-0000-7200-000-000-0000 * 10TAL PAYMENT AMOUNT 3,847.00 *	NN	3,847.00
001178/00 EWING IRRIGATION PRODUCTS, INC 000000000	000 99 EFT		
PV-220023 08/30/2021 MAINT PV-220023 08/30/2021 MAINT TO	01-8150-0-4300.00-0000-8100-001-00-0000 01-8150-0-4300.00-0000-8100-002-00-0000 TOTAL PAYMENT AMOUNT	NN NN	852.81 349.52 202.33

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Reg Reference Date Descript
002203/00 HARRIS SCHOOL SOLUTIONS

1,960.08	12,344.00	23,010.54	344.16 344.16	1,200.00	.82 7,535.82	100.00	100.00 250.00 601.25
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PV-220030 08/30/2021 LUNCH FEES	002138/00 ILLUMINATE EDUCATION PV-220031 08/30/2021 ASSESSMENTS AND TESTS	000174/00 IMAGE 2000 PV-220040 08/30/2021 COPIER LEASES CON	000602/00 INDEPENDENT FIRE & SAFETY PV-220032 08/30/2021 ANNUAL FIRE EXTG	002436/00 INSPIRT GROUP PV-220055 09/01/2021 SAFE SCREEN RENEWAL	002020/00 J&C BOOKS 220014 PO-220014 08/30/2021 TEXTBOOKS	000049/00 KERN COUNTY SCHOOL BOARDS ASSN PV-220035 08/30/2021 MEMBERSHIP DUES	000094/00 KERN COUNTY SUPT OF SCHOOLS PV-220036 08/30/2021 WORKSHOPS, ETC PV-220036 08/30/2021 WORKSHOPS, ETC PV-220036 08/30/2021 WORKSHOPS, ETC

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Y J37194	Description			08/30/2021 BUSINESS CARDS	RIVER POWER EQUIPMENT 08/30/2021 MAINT GRASSHOPPER,	SOCIATES	TEXTBOOKS		POOL SUPPLIES	INC	PHONES	SERVICES	ALARM MONITOR ALARM MONITOR	NC	08/30/2021 WATER TREATMENT
040 LAKESIDE UNION ELEMENTARY	Vendor/Addr Remit name Req Reference Date		001989/00 KERN PRINT	PV-220034 08/30/2021	002382/00 KERN RIVER POWER EQUIPMENT PV-220033 08/30/2021 MAINT GRAS	002438/00 LEARNING PLUS ASSOCIATES	220008 PO-220008 08/30/2021 TEXTBOOKS	800007/00 LINCOLN AQUATICS	PV-220037 08/30/2021 POOL SUPPLIES	002031/00 LOGMEIN COMMUNICATIONS,	PV-220041 08/30/2021	000660/00 M&S SECURITY SERV	PV-220044 08/30/2021 ALARM PV-220044 08/30/2021 ALARM	000115/00 MCMOR CHLORINATION	PV-220042 08/30/2021 V

040 LAKESIDE UNION ELEMENTARY J37194 ACC BATCH: FUND Vendor/Addr Remit name Reg Reference Date Description	ACCOUNTS PAYABLE PRELIST H: 0003 PAYMENTS D : 01 GENERAL FUND m Deposit type ABA num AFD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-	APY500 L.00.19 09 << Open >> Account num -T2-TV3-TVD4 T9MDS	09/07/21 08:17 P	PAGE 7
NETSUPPORT INCORPORATED		1	Allinc	c Amioniic
PO-220002 08/31/2021 WEB SECURITY TOTAL PA	1 01-3212-0-5800.00-1110-1000-000- PAYMENT AMOUNT 6,525.0	00-000-00-000-0000 NN F 6,525.00 *	6,525.00	6,525.00 6,525.00
рскв				
PV-220049 08/31/2021 PGE PV-220049 08/31/2021 PGE	01-0000-0-5500.00-0000-8100-002-00-000-0000 01-0000-0-5500.00-0000-8100-001-00-0000 PAYMENT AMOUNT 38,339.59 *	NN 0000-000-00		8,775.80 29,563.79 38,339.59
PITNEY BOWES GLOBAL FINANCIAL				
PV-220046 08/31/2021 LEASE FOR POSTAGE MACHINE TOTAL PP	01-7422-0-5900.00-0000-7200-000-00-	00-000-0000 NN 3 *		312.93
PLC HEATING & AIR				
PV-220047 08/31/2021 HVAC MAINT PV-220047 08/31/2021 HVAC MAINT TOTAL PA	01-8150-0-5800.00-0000-8100-002-00-000-0000 01-8150-0-5800.00-0000-8100-001-00-000-0000 PAYMENT AMOUNT 1,500.58 *	00-000-0000 NN 00-000-0000 NN 8 *		1,263.08 237.50 1,500.58
PURCHASE POWER				
PV-220045 08/31/2021 POSTAGE TOTAL PA	01-7422-0-5900.00-0000-7200-000-00-0000 PAYMENT AMOUNT 1,168.10 *	NN 0000-000-00		1,168.10
RAPTOR TECHNOLOGIES	99 EFT			
PV-220050 08/31/2021 VISITOR MANAGEMENT FEE TOTAL PA	01-3212-0-5800.00-0000-2700-000-00-0000 PAYMENT AMOUNT 1,190.00 *	00-000-000 NM * C		1,190.00
RS ELECTRIC				
PV-220051 09/01/2021 POWER PROJECTOR ROOM #601 TOTAL PA	01-3212-0-5800.00-1110-1000-000-00-000-0000 PAYMENT AMOUNT 870.00 *	NN 0000-000-00		870.00

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002416/00 S.T.A.R. ACADEMY		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
PV-220052 09/01/2021 SPECIAL ED SERVICES	01-7425-0-5800.00-1110-1000-000-00-000-0000 NN TOTAL PAYMENT AMOUNT 1,713.60 *		1,713.60
001241/00 SAN JOAQUIN COUNTY OF ED			
PV-220057 09/01/2021 EDJOIN SERVICE FEE T	01-3212-0-5800.00-0000-7200-000-000-000-000 NN TOTAL PAYMENT AMOUNT 800.00 *		800.008
000118/00 SC COMMUNICATIONS			
PV-220059 09/01/2021 REPEATER RENTAL T	01-7422-0-5900.00-0000-7200-000-00-000-0000 NN TOTAL PAYMENT AMOUNT 4,032.00 *		4,032.00
000731/00 SCHOOL NURSE SUPPLY INC.	99 EFT		
PV-220056 09/01/2021 NURSE SUPPLIES PV-220058 09/01/2021 NURSE SUPPLIES	01-7422-0-4300.00-0000-3140-000-00-000-000 01-7422-0-4300.00-0000-3140-000-00-000-0000 NN TOTAL PAYMENT AMOUNT		2,040.50 37.41 2,077.91
000265/00 SMALL SCHOOL DISTRICTS' ASSN			
PV-220053 09/01/2021 DUES	01-0000-0-5300.00-0000-7100-000-00-000-0000 NN TOTAL PAYMENT AMOUNT		1,745.00
000564/00 SPURR			
PV-220054 09/01/2021 NATURAL GAS	01-7422-0-5500.00-0000-8100-000-000-000-0000 NN TOTAL PAYMENT AMOUNT 298.41 *		298.41
002437/00 STAPLES			
220015 PO-220015 09/01/2021 SUPPLIES CLASSROOM 220016 PO-220016 09/01/2021 SUPPLIES CLASSROOM T	1 01-3212-0-4300.00-1110-1000-000-00-000-0000 NN P 1 01-3212-0-4300.00-1110-1000-000-00-000-000 NN P TOTAL PAYMENT AMOUNT	13,542.88 12,716.04	15,338.24 15,338.23 30,676.47

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tr Remit name Tax	ABA num Acc O-GOAL-FUNC-STE-T2	ount num -TY3-TYP4 T9MPS	ES E-Term E-ExtRef Lig Amt Net Amount
002004/00 STARFALL EDUCATION	99 EFT	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
220005 PO-220005 09/01/2021 MEMBERSHIP TO	1 01-3010-0-5800.00-1110-1000-002-00-0000 TOTAL PAYMENT AMOUNT	-0000-0000 NN F	270.00 270.00 270.00
001326/00 TAFT CITY SCHOOL DISTRICT			
PV-220060 09/01/2021 SUMMER BREAKFAST & LUNCH TOTA	UNCH 01-3215-0-4390.00-0000-3700-000-000-0000 TOTAL PAYMENT AMOUNT 9,344.70 *	-0000-0000 NN	9,344.70 9,344.70
002463/00 TARA CARR			
PV-220012 08/30/2021 REIMB TO	01-0000-0-4300.00-0000-2700-002-00-0000 TOTAL PAYMENT AMOUNT	-0000-0000 NN	77.23
002101/00 U.S. BANK EQUIPMENT FINANCE			
PV-220066 09/01/2021 COPIER LEASE TO:	01-0000-0-5600.00-0000-2700-002-00-0000 TOTAL PAYMENT AMOUNT 1,923.35 *	-000-0000 NN	1,923.35 1,923.35
001893/00 UNIVERSITY OF OREGON			427
PV-220048 08/31/2021 SWIS ANNUAL LICENSE TO:	01-3212-0-5800.00-0000-2700-000-000-000-000-000-000-001-0	-000-00-000-000 NN 350.00 *	350.00
002193/00 VERNON C. SORENSON MD	99 EFT		
PV-220061 09/01/2021 DOT DRUG SCREEN TOTAL	01-0000-0-5800,00-0000-3600 PAYMENT AMOUNT	-000-00-000-0000 NN 150.00 *	150.00
000271/00 WELLS FARGO CUSTOMER SERVICE			
PV-220063 09/01/2021 0010562343 BUS PAYMENT TOTAL	01-0000-0-5600.00-0000-3600-000-00-000-0000 AL PAYMENT AMOUNT 67,038.30 *	-000-0000 NN	67,038.30 67,038.30
001998/00 WELLS FARGO FINANCIAL LEASING 00000000	00		
PV-220065 09/01/2021 COPIER LEASE TOTAL	01-7425-0-5600.00-0000-2700-000-00-000-0000 AL PAYMENT AMOUNT 452.95 *	-000-0000 NN	452.95 452.95

/07/21 08:17 PAGE 10	EE ES E-Term E-ExtRef Lig Amt Net Amount		1,182.99		127,62	274,732.38 54,496.34 329,228.72
ACCOUNTS PAYABLE PRELIST	Tax ID num Deposit type FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4 T9MPS		BER 01-3212-0-4300.00-1110-1000-000-00-000-0000 NN TOTAL PAYMENT AMOUNT 1,182.99 *	99 EFT	NING BALANCE 01-0000-0-4300.00-000-3600-000-00-000-0000 NN TOTAL PAYMENT AMOUNT 127.62 *	TOTAL FUND CHECKS 274,732.38 ** TOTAL FUND EFT 54,496.34 ** TOTAL FUND PAYMENT 329,228.72 **
040 LAKESIDE UNION ELEMENTARY J37194	Vendor/Addr Remit name Req Reference Date Description	002058/00 WEST COAST FOREST	PV-220062 09/01/2021 PLAYGROUND FIBER	000270/00 WHOLESALE FUELS INC.	PV-220064 09/01/2021 542346 REIMAINING BALANCE TOTAL	

8:17 PAGE 11	E-Term E-ExtRef Amt Net Amount	460.00 460.00 920.00	920.00	275,652.38 54,496.34 330,148.72	275,652.38 54,496.34 330,148.72	275,652.38 54,496.34 330,148.72	275,652.38
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ACCOUNTS PAYABLE PRELIST BATCH: 0003 PAYMENTS FUND : 13 CAFETERIA	Tax ID num Deposit type FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	, BUS 13-5310-0-5800.00-0000-3700-002-00-0000 , BUS 13-5310-0-5800.00-0000-3700-001-00-0000 TOTAL PAYMENT AMOUNT 920.00 *	TOTAL FUND PAYMENT	TOTAL BATCH CHECKS TOTAL BATCH EFT TOTAL BATCH PAYMENT	TOTAL DISTRICT CHECKS TOTAL DISTRICT EFT TOTAL DISTRICT PAYMENT	TOTAL FOR ALL DISTRICTS CHK: TOTAL FOR ALL DISTRICTS EFT: TOTAL FOR ALL DISTRICTS:	ounting voids due to stub overflows
J37194	! ! !	ENVIKONMENTAL PERMITS, CAFE, POOL, BUS PERMITS, CAFE, POOL, BUS					ed: 56, not counting 14
040 LAKESIDE UNION ELEMENTARY	Vendor/Addr Remit name Reg Reference Date Des	COUNTY OF KERN 1 20038 08/30/2021 20038 08/30/2021					Number of checks to be printed: Number of EFT generated:

Printed: 09/07/2021 08:19:14

Quarterly Report on Williams Uniform Complaints [Education Code § 35186]

District::	Lakeside Union S	School District			
Person completin	g this form:	Kimberly Scogin		Title:	Business Manager
Quarterly Report (check one)	Submission Date:			Jan 1, 20 April 1, 2	021 (for period Jul 1 – Sep 30) 022 (for period Oct – Dec 31) 022 (for period Jan 1 – Mar 31) 022 (for period Apr 1 – Jun 30)
Date for information	on to be reported p	oublicly at governin	g board r	neeting: _	October 12, 2021
Please check the	box that applies:				
	No complaints we	ere filed with any so	chool in th	ne district	during the quarter

indicated above

 Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	#Resolved	# Unresolved
Textbooks and Instructional Materials	-0-		v
Teacher Vacancy or Mis-assignment	-0-		
Facilities Conditions	-0-		
TOTALS	-0-		

Ty Bryson

Print Name of District Superintendent

 Signature of District Superintendent	

RESOLUTION #10122021

Education Code Section 60119

REGARDING SUFFICIENCY OR INSUFFICIENCY OF INSTRUCTIONAL MATERIALS:

Whereas, the governing board of the <u>Lakeside Union School District</u>, in order to comply with the requirements of *Education Code* Section 60119 held a public hearing on <u>October 12, 2021</u> at 6:30 pm, which is on or before the eighth week of school (between the first day that students attend school and the end of the eighth week from that day) and which did not take place during or immediately following school hours, and;

Whereas, the governing board provided notice of the public hearing posted in at least three public places within the district that stated the time, place, and purpose of the hearing, and;

Whereas, the governing board encouraged participation by parents, teachers, members of the community, and bargaining unit leaders (if the district or county office has a bargaining unit) in the public hearing, and;

FOR A FINDING OF SUFFICIENT INSTRUCTIONAL MATERIALS:

Whereas, information provided at the public hearing and to the governing board at the public meeting detailed the extent to which textbooks and instructional materials were provided to all students, including English learners, in the district/county office of education, and:

Whereas, the definition of "sufficient textbooks or instructional materials" means that each pupil has a textbook or instructional materials, or both, to use in class and to take home, and;

Whereas, sufficient textbooks and instructional materials were provided to each student, including English learners, that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks in the following subjects:

- Mathematics (list of adopted textbooks or instructional materials for this subject for each grade level or school)
- Science (list of adopted textbooks or instructional materials for this subject for each grade level or school)

- History-social science (list of adopted textbooks or instructional materials for this subject for each grade level or school)
- English/language arts, including the English language development component of an adopted program - (list of adopted textbooks or instructional materials for this subject for each grade level or school)

Whereas, sufficient textbooks or instructional materials were provided to each pupil enrolled in foreign language or health classes, and;

Therefore, it is resolved that for the <u>2021/2022</u> school year, the <u>Lakeside Union School</u> <u>District</u> has provided each pupil with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

Signature	Date	

OFFICE OF MARY C. BARLOW KERN COUNTY SUPERINTENDENT OF SCHOOLS Advocates for Children

MEDI-CAL ADMINISTRATIVE ACTIVITIES CLAIMING AGREEMENT

This Agreement is made effective this 1st day of July, 2021, by and between the **KERN COUNTY SUPERINTENDENT OF SCHOOLS** ("KCSOS"), a constitutional officer with jurisdiction over a political subdivision of the State of California, Tax I.D. No. 95-6000941, located at 1300 17th Street, Bakersfield, California, 93301-4533, hereinafter referred to as the Local Educational Consortium ("LEC"); and **Lakeside Union School District**, a political subdivision of the State of California, Tax I.D. No. 95-6001808, located at 14535 Old River Road, Bakersfield, CA 93311, hereinafter referred to as the Local Educational Agency ("LEA").

I. RECITALS

- A. The LEC and the LEA desire to establish a means of claiming reimbursement from the Department of Health Care Services ("DHCS") for costs necessary for the proper and efficient administration of the Medi-Cal Program as set forth in Welfare and Institutions Code section 14132.47.
- B. The LEC has been designated as the Local Educational Consortium responsible for administering the Medi-Cal Administrative Activities ("MAA") claiming process for all participating LEA's in Service Region 8.

II. AGREEMENT

A. <u>Term and Termination</u>. This Agreement shall remain in effect until terminated. This Agreement may be terminated without cause at the end of any quarter by either party on written notice, which notice shall be given at least 60 days prior to the start of the quarter after which participation will terminate.

B. LEC Responsibilities:

- 1. As mandated by the DHCS, provide a software platform (also referred to from time to time as the "System" or "System Service") through a third party administrator, through which the LEA shall utilize the random moment time study (RMTS) process. Although the LEC will make every reasonable effort to facilitate use of the software platform, the LEC is not responsible for problems resulting from software platform or system errors;
- Perform desk and site reviews on a rotating basis as prescribed by DHCS to monitor compliance with all federal and state program requirements;
- Act as liaison between DHCS and LEA;
- Prepare and submit quarterly invoices to DHCS;

- Receive and distribute all of LEA's MAA reimbursements as set forth below in section F of this agreement;
- 6. Maintain a file of documents pursuant to program retention requirements;
- 7. Attend statewide and regional MAA training sessions, receive and review MAA-related correspondence from state and federal agencies, distribute new information to the LEA's MAA Coordinator, and actively participate in policy and problem resolution discussions with regional, state and federal entities.

C. LEA Responsibilities:

- Appoint a MAA coordinator and alternate LEA contact for all MAA activities of the LEA and provide the LEC with contact information. In addition, the LEA agrees to provide the LEC contact information for fiscal staff involved, including those responsible for pulling data and signing invoices. Failure to provide the LEC with current contact information may result in lost revenue to the LEA;
- Ensure attendance by the MAA Coordinator and other LEA staff at MAA training sessions:
- Submit all information requested by the LEC necessary for administration and oversight of the MAA Program in a manner and at a time prescribed by LEC, including without limitation a quarterly roster of all LEA MAA staff participants;
- Oversee timely completion of time study information by LEA staff;
- 5. Submit invoices to the LEC in a manner and at a time prescribed by LEC. The LEA is responsible for the accuracy of the financial information. It is critical that this information is thoroughly reviewed by the LEA prior to submission to the LEC. The LEC is NOT responsible for auditing or otherwise determining the accuracy of the financial information used for the preparation of the LEA's invoices;
- 6. Submit accurate information. If the LEC has a reasonable basis for believing that the LEA did not comply with the rules and regulations concerning time surveying or provided inaccurate or incomplete financial information, the LEC shall have the right to (1) delay processing invoices until accurate information is provided by the LEA, or (2) if circumstances warrant, decline to submit invoices for any quarters that would be affected by any incomplete or inaccurate information. If it comes to LEC's attention that errors were committed by the LEA after an invoice has been submitted to DHCS, the LEC will revise the invoice to correct those errors;
- Execute and comply with the "Agreement for Disclosure and Use of Medi-Cal Data" attached to this agreement as Exhibit A. Execute and comply with the procedures related to the LEA Medi-Cal tape match.
- 8. The RMTS software platform may be accessed only by employees of the LEA who have a need to access for RMTS purposes. The LEA is a permissive user of the RMTS software platform and agrees to comply with the confidentiality and other requirements associated with use of the RMTS software platform, including but not limited to the following:
 - The LEA and its officers, agents, and employees are permissive users of a nonexclusive, nontransferable right and license to access via the Internet

and use the RMTS System Service and any provided documents (the "Documentation") to the extent reasonably necessary. This includes incorporating any provided Documentation, in whole or in part, into other written materials prepared by or for the LEA with respect to the System Service solely for the LEA's internal use, and reproducing and distributing modified and original versions of provided Documentation, in hard copy or online format, as part of the LEA's Documentation for the System Service, and, if the Documentation is in an online format, allowing authorized LEA users to make print copies of the same solely for internal use.

- The System may be accessed only by 1) LEA employees who have a need b. to access the System Service for appropriate MAA Program purposes; or 2) LEA subcontractors and their employees, subject to prior written notification to and approval by the LEC and the LEC's third party administrator. Those users may be referred to herein as "Agency Users." Such approval may include requirements for subcontractors and their employees to execute appropriate confidentiality and non-use agreements at any time before or after being approved for access. Agency Users may access the System solely for MAA Program purposes and shall be required to maintain the System Service and provided Documentation as confidential and proprietary to the LEC's third party administrator. The LEA shall not use or grant to any person or entity other than authorized Agency Users the right to use the System Service. The LEA and Agency Users shall not distribute, market, or sublicense the System Service. The LEC and the LEC's third party administrator may restrict access or require the LEA to restrict access to the System Service by any Agency User who violates the confidentiality or proprietary rights in the System Service.
- c. The LEA shall ensure that appropriate proprietary notices indicating the third party administrator's Intellectual property rights in the System Service and related Documentation are placed on all copies of written materials distributed by the LEA. Examples of such documentation include training materials and manuals.
- d. The LEA shall not distribute or knowingly permit distribution of System Documentation or intellectual property to any individual or organization not authorized as an Agency User.
- e. The LEA shall not transfer or permit access to the System Service to any third party or permit any Agency User to transfer or allow access to the System Service to any unauthorized person except as may be required by lawful court order or as a requirement by direction of state person, except as may be required by lawful court order or as a requirement by direction of state or federal authorities having jurisdiction over the reporting of time by Agency and Agency Users.
- f. The LEA shall not decompile, disassemble, or otherwise attempt to reverse engineer the System Service or any portion of it and shall not permit any Agency User to decompile, disassemble, or otherwise attempt to reverse engineer the System Service or any portion thereof.
- g. The LEA will take reasonable steps to protect the System Service from unauthorized access, copying, dissemination, and disclosure, and from other unauthorized use, and will report promptly to the LEC and its third

party administrator any such use of which Agency becomes aware. Agency shall be responsible for the quality, integrity, and accuracy of all data entered and used in connection with the System Service, including all deletions of any data by Agency Users.

- h. Subject to the license rights granted to the LEA, all right, title, and interest in and to the System Service, including intellectual property rights and technology inherent in System Service, are and at all times will remain the sole and exclusive property of the LEC's third party administrator. No right to use, print, copy, distribute, integrate, or display the System Service, in whole or in part, is granted in this Agreement, except as may be explicitly provided in this Agreement. Nothing contained in this Agreement will directly or indirectly be construed to assign or grant to the LEA any right, title, or interest in or to intellectual property rights or other rights in and to the System Service or trademarks.
- i. Except as expressly authorized by this Agreement, the LEA shall not use, display, copy, distribute, modify, or sublicense the System Service. In addition, the LEA shall not modify, transfer, rent, or lease the System Service, or alter, remove, modify, or suppress any confidentiality legends or proprietary notices placed on or contained within the System Service, and expressly agrees not to circumvent or knowingly permit third parties to circumvent any security or other protections within the System Service.
- j. The LEA acknowledges that the System Service and Documentation contain trade secrets, disclosure of which would cause substantial harm that could not be remedied by the payment of damages alone. Accordingly, the LEC's third party administrator will be entitled to seek preliminary and permanent injunctive relief and other equitable relief for any breach of these restrictions.
- 9. The LEA must submit completed moments as prescribed by program guidelines. If the LEA fails to complete the moments within the required guidelines, participation in the program may be limited and reimbursement lost. The LEC reserves the right to disqualify the LEA from participation for one or more quarters if there are recurring instances of non-responsive participants or other non-compliance issues. The LEC/LGA will monitor claiming unit compliance throughout the claiming period. If a claiming unit has been selected for at least 14 moments and has less than an 85% compliance rate, the following shall apply:
 - First occurrence The LEC/LGA will notify DHCS via email of the claiming unit's non-compliance and DHCS will work with the LEC/LGA to issue a warning letter to the claiming unit's LEC, Chief Business Official, and/or other designee.
 - Second occurrence (within the subsequent 12 months) When it is determined
 that a claiming unit is non-compliant for 2 quarter where 85% compliance is not
 reached regardless of fiscal year, the claiming unit will be suspended from
 participation in both school-based programs for one quarter, during the next
 available quarter, and thereby forfeit the associated reimbursement. The
 claiming unit's LEC, Chief Business Official, and/or other designee will be
 notified in writing by DHCS.

After one quarter of non-participation, the LEA will be conditionally reinstated. If during this conditional quarter, the LEA meets 85% compliance they will be reinstated. If the LEA does not meet 85% compliance in the conditional quarter, the claiming unit is suspended for an additional quarter.

- 10. The LEA will timely notify the LEC of any errors and/or omissions in information sent to the LEC so the LEC can process a claim adjustment for submission to DHCS.
- 11. The LEA will establish and maintain an audit file containing documents specified by DHCS pursuant to program retention requirements.
- 12. Upon request, the LEA shall make available to the LEC and state and federal auditing agencies all work, records, and procedures related to this Agreement and/or a Medi-Cal reimbursement request.
- 13. The LEA shall reply in a timely manner to any request for information or to audit exceptions by the LEC or state and/or federal audit agencies that relate to MAA or RMTS services under this Agreement.
- 14. The LEA will hold all statistical, financial, and other data relating to the MAA Program and the identity of Medi-Cal students in strict confidence.
- 15. The LEA's failure to perform its duties and responsibilities may result in delayed and/or disallowed reimbursements.

D. Subcontracting:

- The LEA agrees that the LEC may, in its sole discretion perform duties under this Agreement through an independent contractor to be selected by LEC.
- Should the LEA contract with a vendor to provide services or perform its obligations under this Agreement, the LEA remains responsible for the accuracy and completeness of information submitted and is also responsible for notifying the vendor of all deadlines. Payment of vendor fees or costs is the sole responsibility of the LEA, and the LEA understands that services provided by a vendor are considered duplicative and are not allowed as a claimable expense on any invoice.

E. Mutual Indemnification.

- Each party agrees to defend, hold harmless, and indemnify the other party (and its officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorney fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including but not limited to personal injury, death at any time, and property damage) arising out of or made necessary by the indemnifying party's breach of the terms of this Agreement.
- In the event that any action or proceeding is brought against a party by reason of any claim or demand discussed in this section, upon notice from the party, the indemnifying party shall defend the action or proceeding at the indemnifying party's expense, through counsel reasonably satisfactory to the other party. The obligations to indemnify set forth in this section shall include reasonable attorney

- fees and investigation costs and all other reasonable costs, expenses, and liabilities from the time of giving the first notice of any claim or demand.
- 3. The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees, or agents) are actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage caused solely by the active negligence or willful misconduct of the other party.

F. Consideration.

- The LEA agrees that all of the LEA's MAA reimbursements made under this Agreement are to be payable to the LEC.
- The LEC agrees to process all of the LEA's MAA reimbursements due to the LEA
 under this Agreement within 30 calendar days of the LEC's receipt of the MAA
 reimbursement.
- The LEA agrees that as full compensation to the LEC for its services specified herein, the LEC may withhold from payments made on each invoice submitted to DHCS \$80 per quarter per time survey participant, not to exceed 15% of the total invoice.
- G. Invoice Revisions. If a quarterly invoice is revised, subsequent to payment by the LEC to the LEA of the initial amount, to decrease the invoiced amount, the LEC shall recoup from the LEA the difference between the amount paid to the LEA and the amount reflected in any revised invoice. The LEA hereby authorizes the LEC to recoup the amount of the overpayment by electronic transfer of funds when feasible and, when not feasible, by direct billing or deduction of the overpayment from future payments otherwise due to the LEA. When the amount is directly billed, the invoice shall be paid by the LEA within 30 calendar days of receipt of the invoice. If the revision to the invoice is due to an error on the part of the LEA, the LEC will retain the administrative fee charged upon payment of the initial invoice.

H. Audit Disallowance.

- The LEA shall bear the burden of any federal audit disallowance, interest, or penalty to the extent that any disallowance, interest, or penalty results from a claim or claims for which the LEA has received reimbursement. The LEC shall recoup from the LEA amounts equal to the amount of any disallowance, interest, or penalty, less any amounts already remitted by the LEA to DHCS for the disallowed claim. The LEA hereby authorizes the LEC to recoup the amount of the disallowance, interest, or penalty by electronic transfer of funds when feasible and, if not feasible, by direct billing or deduction of the amount due from future payments otherwise due to the LEA. When the amount is directly billed, the invoice shall be paid by the LEA within 30 calendar days of receipt of the invoice.
- In the event of a possible disallowance, reimbursement of all subsequent claims may be held in abeyance by the LEC with no payment made to the LEA until the disallowance issue is resolved. The LEC shall retain its administrative fee for all claims processed for the LEA, even if all or a portion of a claim is later disallowed as a result of an audit, if any disallowance was due to erroneous information being provided to the LEC by the LEA. The LEA may appeal the results of an audit;

however, the LEA is responsible to reimburse the LEC the amount of payment due to DHCS within 30 days of notification by the LEC. If the appeal results in an outcome favorable to the LEA, any funds reimbursed by DHCS will be paid to the LEA within 30 days.

- 3. In the event that Region 8 reimbursements are held or disallowed by DHCS so that full reimbursement of all invoices submitted by Region 8 LEAs is not possible, the LEAs which have unfunded reimbursements due will be reimbursed on a pro rata basis until the disallowance is resolved.
- Modifications. This document contains the entire agreement between the parties and may be modified only in writing and signed by both parties.
- J. <u>Compliance with Law</u>. In the performance of this Agreement, the parties shall observe and comply with all applicable local, county, state, and federal laws, rules, and regulations.
- K. <u>Compliance with State Contract</u>. In the performance of this Agreement, the parties shall comply with all terms and conditions of the pertinent MAA contracts between DHCS and KCSOS which are attached hereto as Exhibit B and incorporated herein by reference.
- L. <u>Attorney Fees</u>. If any action is initiated to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees in addition to any other relief to which that party may be entitled.
- M. <u>Choice of Law/Venue</u>. The rights and obligations of the parties and the interpretation and performance of this Agreement shall be governed by the laws of California, excluding any laws which direct application of the laws of another jurisdiction. The parties agree that the venue of any action relating to this Agreement shall be Kern County.
- N. <u>Covenant to Sign Documents</u>. Each party will sign all documents and writings reasonably necessary or expedient to carry out the terms of this Agreement, with acknowledgment or affidavit if required.
- O. Federal Contract Funds. This Agreement is valid and enforceable only if sufficient funds are made available to the state by the United States government for the purposes of the MAA program. In addition, this Agreement is subject to any restrictions, limitations, or conditions under any applicable federal or state statute or regulation. It is mutually agreed that if sufficient funds are not appropriated for the MAA Program, each party has the option to terminate the contract. If neither party elects to terminate the Agreement, the Agreement shall be amended to reflect any reduction in funds.
- P. <u>Assignment</u>. The LEA shall not assign or transfer this Agreement, its obligations under this Agreement, or and part of this Agreement. The LEA shall not assign any monies due or which become due to the LEA under this Agreement without the prior written approval of the LEC.
- Q. <u>Authority to Bind</u>. It is understood that in the LEA's performance of any and all duties under this Agreement, the LEA has no authority to bind the LEC to any agreements or undertakings.
- R. <u>Certification</u>. The LEA shall certify the non-federal match from the LEA's general fund, or from any other funds allowed under federal law and regulations, to Title XIX funds claimed for MAA performed pursuant to Welfare and Institutions Code Section 14132.47.

- S. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted, and this Agreement shall read and be enforced as though it were included. If through mistake or otherwise any provision is not inserted or is not correctly inserted, upon application of either party, the Agreement may be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments on the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the parties.
- T. <u>Signature Authority</u>. Each person signing this Agreement represents that he or she has been authorized and empowered to enter into this Agreement by the party on whose behalf the signature is made.

LEA: Lakeside Union School District	LEC KERN COUNTY SUPERINTENDENT OF SCHOOLS
Ву:	By: Www ex
Name:	Name: Maria Arias
Title:	Title:District/LEA Fiscal Analyst
Dated:	Dated: 9/14/24

EXHIBIT A SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA) AGREEMENT FOR DISCLOSURE AND USE OF MEDI-CAL DATA

LEA and LEC agree to secure data and documents that reside in the California Department of Health Care Services (DHCS) Medi-Cal systems of records, or with its agents, to ensure the integrity. security, and confidentiality of such data and documents, and to permit only appropriate disclosure and use as may be permitted by law.

LEA and LEC mutually agree that the following named individual is designated as "Custodian of the Files" on behalf of the LEA and shall be responsible for the observance of all conditions of use and for establishment and maintenance of security to prevent unauthorized acquisition. access, use or disclosure. The LEA agrees to notify LEC of any change to the custodianship information. LEA and LEC mutually agree, that these related data file(s) will be used solely for the following purpose: to allow the LEC to verify the Medi-Cal eligibility of beneficiaries in order to establish the Medi-Cal Eligibility Ratio (MER) to submit claims for the School-Based Medi-Cal Administrative Activities (SMAA) program. Local Educational Agencies (LEAs) within the LEC region must first determine their MER.

LEA and LEC mutually agree that the creation, receipt, maintenance, transmittal and disclosure of data from DHCS containing PHI or PI shall be subject to the provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (HITECH Act) and their implementing privacy and security regulations, which include the final Omnibus Rule, at 45 Code of Federal Regulations parts 160 and 164 (HIPAA regulations), the provisions of the California Information Practices Act (IPA) at Civil Code section 1798 et. seq., Confidentiality of Substance Use Disorder Patient Records at 42 Code of Federal Regulations part 2, and the provisions of other applicable federal and state laws. LEA agrees they will not use such data for any purpose other than that stated in the above paragraph of this Agreement. LEA agrees that access to the data covered by this Agreement shall be limited to the minimum number of individuals necessary to achieve the purpose stated above.

LEA agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the data and to prevent unauthorized use or access to it. The

safeguards shall provide a level and scope of security that is not less than the level and scope of security established in HIPAA, the HITECH Act, and the HIPPA Regulations. Final Omnibus Rule as set forth in 45 CFR, parts 160, 162 and 164 of the HIPAA Privacy and Security Regulations. LEA also agrees to ensure that any agents, including a subcontractor to whom they provide DHCS data, agrees to the same requirements for privacy and security safeguards for confidential data that apply to the LEA.

LEA acknowledges that penalties under 45 Code of Federal Regulations, parts 160, 162and 164 of the HIPAA regulations, and Welfare and Institutions Code section 14100.2, including possible fines and imprisonment, may apply with respect to any disclosure of information in the file(s) that is inconsistent with the terms of this Agreement. LEA further acknowledges that criminal penalties under the Confidentiality of Medical Information Act (Civ. Code § 56) may apply if it is determined that LEA, or any individual employed or affiliated therewith, knowingly and willfully obtained any data under false pretenses.

On behalf of LEA, the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all of the terms specified herein.

Name and Title of Custodian of Files	
LEA Name	<u> </u>
LEA Address	
Custodian's Phone Number / Email Address	
Custodian's Signature	·
Date	

OFFICE OF MARY C. BARLOW KERN COUNTY SUPERINTENDENT OF SCHOOLS

CONTRACTOR SERVICE AGREEMENT (TUPE TIER II PROGRAM)

This Contractor Service Agreement ("Agreement") is between THE KERN COUNTY SUPERINTENDENT OF SCHOOLS, a California public education agency ("Superintendent"), and the party whose legal name and status are described in the signature block below ("Contractor").

RECITALS

This Agreement is based on the following facts and understandings of the parties:

- A. KCSOS receives funds from the California Department of Education for Tobacco Use Prevention Education (TUPE) Competitive grants for TIER II consortium Middle and High School district members' grade levels 6-12 in Kern County.
- B. KCSOS has been given the authorization to release funds to school district consortium members to accomplish its goals to help students remain tobacco free and to develop the next generation of tobacco free advocates.
- C. The Kern County Tobacco Use Prevention Education Program (TUPE) will further the goals of not only enabling more students to avoid the dangers of tobacco use but also help instill in them a profound appreciation of healthy lifestyles.
- D. The school districts agree to provide a program at each school site listed in Attachment A to accomplish the goals.
- E. This agreement is intended to be the written agreement between the parties related to the services and/or products to be provided during the referenced term.

TERMS

Based upon the Recitals and the promises exchanged by the parties in this Agreement, the parties agree as follows:

- 1. <u>Scope of Services</u>. The nature and scope of responsibilities of each party and the services to be provided by Contractor under this Agreement are set forth in Attachment A and are incorporated by reference into this Agreement.
- 2 Term. The initial term of this Agreement shall begin effective 08/01/2021 and shall end on 06/30/2022.
- 3. <u>Price</u>. Contractor shall provide all labor, equipment, materials, and supplies to furnish the services called for under this Agreement in exchange for payment in the amount of (**check one**):

□ \$	(total flat fee)	□ \$	per hour	other: See Attachment A
	or shall be paid for servi the dates and nature of	AND THE RESERVE OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF	et alle estille om entalle operation of the second and entalled the second and the second and the second and the	oon invoices submitted no more frequently than monthly,

The total amount payable to Contractor under this Agreement shall not exceed \$9,000.

4. Additional Provisions. The attached additional provisions are part of the Agreement and fully incorporated by reference.

CONTRACTOR	KERN COUNTY SUPERINTENDENT OF SCHOOLS MARY C. BARLOW
Ву	BLNUS
Entity Name: Lakeside Union School District Entity Type: Authorized Signatory Name: Address:14535 Old River Road, Bakersfield CA 93311 Date:	Signatory Name: Maria Arias Title: District/LEA Fiscal Analyst 1300 17th Street, Bakersfield, CA 93301 Budget Code:01-825-6690-0-5800.00-8600-2100-00-0000 Date:

ADDITIONAL PROVISIONS OF THIS AGREEMENT

5. Indemnification. Contractor agrees to defend, hold Superintendent (and harmless. and indemnify Superintendent's officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including but not limited to personal injury, death at any time, and property damage) arising out of or made necessary by (A) Contractor's breach of the terms of this Agreement, (B) the act or omission of Contractor, its employees, officers, agents, and assigns in connection with performance of this Agreement, and (C) the presence of Contractor, its officers, employees, agents, assigns, or invitees on Superintendent's premises.

In the event that any action or proceeding is brought against Superintendent by reason of any claim or demand discussed in this section, upon notice from Superintendent, Contractor shall defend the action or proceeding at Contractor's expense through counsel reasonably satisfactory to Superintendent. The obligation to indemnify set forth in this section shall include reasonable attorney's fees and investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand is to be made.

Contractor's obligations under this section shall apply regardless of whether Superintendent (or any of its officers, employees, trustees, or agents) are actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage determined by an arbitrator or court of competent jurisdiction to be caused solely by the active negligence or willful misconduct of Superintendent, its officers, employees, trustees, or agents.

6. <u>Insurance Requirements</u>. Contractor shall obtain, pay for, and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rated not less than "A-;V" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products, and completed operations coverages, bodily injury, and property damage liability) with single combined limits not less than \$2,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability not less than \$1,000,000 per occurrence; (3) professional liability insurance (errors and omissions) with a limit of liability not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law.

Each policy shall contain an endorsement naming Superintendent as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to Superintendent at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Contractor shall furnish Superintendent with a certificate of insurance containing the endorsements required under this section, and

Superintendent shall have the right to inspect Contractor's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change, or reduction in coverage, Contractor shall immediately file with Superintendent a certified copy of the required new or renewal policy and certificates for such policy.

Nothing in this section concerning minimum insurance requirements shall reduce Contractor's liability or obligations under the indemnification provisions of this Agreement.

7. Status of Parties. The parties agree that in performing the services specified in this Agreement, Contractor shall act as an independent contractor. Except as specified in this Agreement, Contractor shall determine the means and methods for carrying out the work to achieve the result required by Superintendent. Contractor shall be free to contract for similar services to be performed while under contract with Superintendent; provided that Contractor will not accept such engagements which interfere with performance under this Agreement. Contractor is not entitled to participate in any pension plan, insurance, bonus, or similar benefits Superintendent provides for its employees.

Any employees or assistants retained by Contractor shall be the responsibility of Contractor and not of Superintendent. Contractor shall determine the hours during which the services shall be performed and the sequence of tasks, subject to the reasonable business needs of Superintendent.

- 8. <u>Termination</u>. One party may terminate this Agreement prior to its expiration as follows:
- A. If a petition in bankruptcy is filed by or against the other party, or if the other party is adjudged insolvent by any court, or if a trustee or receiver or liquidator of any property of the other party is appointed in any suit or proceeding, or if the other party makes an assignment for the benefit of creditors or takes the benefit of any bankruptcy or insolvency act, or liquidates its business for any cause whatsoever, or if anything similar happens to a party in any jurisdiction. Termination in such a case is effective as of the date of the filing of the petition, adjudication, appointment, assignment, or declaration, or commencement of liquidation.
- B. If the other party fails to comply with the insurance or indemnification requirements of this Agreement.
- C. If the other party commits a material breach of this Agreement and fails to cure the breach within 30 days after written demand. A material breach on the part of Contractor includes, but is not limited to, a failure to comply with any confidentiality provisions in this Agreement, as well as the unlawful harassment of any person on Superintendent's premises or otherwise in connection with this Agreement.

D. Without cause, on 30 days' written notice, in which case Contractor shall be paid for all services rendered up until the effective date of the notice of termination.

9. Miscellaneous Provisions.

- A. Entire Agreement. This Agreement, including any exhibits or schedules to which it refers, constitutes the final, complete, and exclusive statement of the terms of agreement between the parties pertaining to the subject matter of the agreement. It supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.
- B. Amendment. The provisions of this Agreement may be modified only by mutual agreement of the parties. No modification shall be binding unless it is in writing and signed by the party against whom enforcement of the modification is sought.
- C. <u>Waiver</u>. Any of the terms or conditions of this Agreement may be waived at any time by the party entitled to the benefit of the term or condition, but no such waiver shall affect or impair the right of the waiving party to require observance, performance, or satisfaction either of that term or condition as it applies on a subsequent occasion or any other term or condition of this Agreement.
- D. <u>Assignment</u>. Neither party may assign any rights or benefits or delegate any duties under this Agreement without the written consent of the other party. Any purported assignment without written consent shall be void.
- E. <u>Parties in Interest</u>. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action against any party to this Agreement.
- F. <u>Severability</u>. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be impaired or invalidated.
- G. <u>Governing Law</u>. The rights and obligations of the parties and the interpretation and performance of this Agreement shall be governed by the laws of California, excluding any statute which directs application of the laws of another jurisdiction.
- H. <u>Notices</u>. Any notice under this Agreement shall be in writing, and any written notice or other document shall be deemed to have been duly given on the date of personal

- service on the parties or on the second business day after mailing if the document is mailed by registered or certified mail, addressed to the parties at the addresses listed on the signature page, or at the most recent address specified by the addressee through written notice under this provision. Failure to conform to the requirement that mailings be by registered or certified mail shall not defeat the effectiveness of notice actually received by the addressee.
- I. <u>Authority to Enter Into Agreement</u>. Each party to this Agreement represents and warrants that it has the full power and authority to enter into this Agreement and to carry out the transactions contemplated by it, and has taken all action necessary to authorize the execution, delivery, and performance of the Agreement.
- J. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Section 1090 and following and 87100 and following of the California Government Code relating to conflict of interest of public officers and employees. Contractor represents that it is aware of no financial or economic interest of any officer or employee of Superintendent relating to this Agreement. It is further understood that if such a financial interest does exist at the inception of this Agreement, Superintendent may immediately terminate this Agreement by giving written notice to Contractor. Contractor shall comply with the terms of Government Code Section 87100 and following during the term of this Agreement.
- K. <u>Compliance with Law</u>. In the course of performing this Agreement, Contractor shall observe and comply with all applicable federal, state, and local laws, regulations and ordinances now in effect or subsequently enacted.
- L. <u>Nondiscrimination</u>. Neither Contractor, nor any officer, agent, employee, or subcontractor of Contractor shall discriminate in the treatment or employment of any individual or groups of individuals on any ground prohibited by law, nor shall any of them harass any person in the course of performing this Agreement based on gender or any other basis prohibited by applicable law.
- M. <u>Special Rules and/or Restrictions</u>. The parties understand that funding for the referenced programs may involve special restrictions on use and/or other requirements imposed by a funding agency. Any such special restrictions and/or requirements are contained in Attachment B and are incorporated by reference into this Agreement. The parties agree that any such requirements applicable to them will be fulfilled to the satisfaction of the requiring agency.
- N. <u>Non-appropriation of Funds</u>. Superintendent reserves the right to terminate this Agreement in the event insufficient funds are appropriated or budgeted for this Agreement in any fiscal year. Upon such termination, Superintendent will be released from any further financial obligation to Contractor, except for services performed prior to the date of termination or any liability due to any default existing at the time this clause is exercised. Contractor will be given

- 30 days' written notice in the event that such an action is required by Superintendent.
- O. Ownership of Documents. All reports, documents, and other items generated in the course of providing services to Superintendent shall be the property of Superintendent, and shall be provided to Superintendent upon full completion of services, termination of this Agreement, or as otherwise specified in the Agreement.
- P. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts with the same effect as if the parties had all signed the same document. All counterparts shall be construed together and shall constitute one agreement.
- Q. <u>Licenses and Permits</u>. Contractor represents that Contractor and Contractor's employees who will render services under this Agreement are fully qualified and competent to provide the services called for under the Agreement. Contractor shall secure and maintain in force any permits or licenses required to perform the services

- called for under this Agreement, at Contractor's expense unless specified otherwise in the Agreement.
- R. Pupil Safety Requirements. Contractor certifies that neither Contractor nor any of its employees or subcontractors who may come in contact with pupils has been convicted of a felony as defined in Education Code Contractor shall contract with the Section 45122.1. Department of Justice for "subsequent arrest service" and shall immediately inform Superintendent, and remove from Superintendent's or other premises where pupils may be present, any employee or subcontractor whom Contractor discovers has been subsequently charged with a felony defined in Education Code Section 45122.1, pending resolution of the criminal charge. Contractor shall indemnify, hold harmless, and defend Superintendent from any and all damages, claims, lawsuits, penalties, or causes of action arising out of Contractor's failure to comply with this section or arising out of Contractor's removal of any employee based on a subsequent arrest.

ATTACHMENT A SCOPE OF RESPONSIBILITIES AND SERVICES CONTRACTOR SERVICE AGREEMENT (TUPE TIER II)

KCSOS RESPONSIBILITIES

- 1. Identify a KCSOS TUPE Project Coordinator to be responsible to:
 - a. serve as a liaison with key stakeholders on the Tobacco Free Coalition of Kern;
 - b. provide direct funding to each consortia member for a District TUPE
 Coordinator; School Site TUPE Coordinator, School Site TUPE Activities
 Coordinator stipends; purchase research- validated TUPE prevention
 curriculum and coordinate training and implementation fidelity checks;
 - c. support administration of the CHKS Core Module to all 6, 7, 9, 11, NT (non-traditional) students including -purchasing and distributing all materials needed for CHKS student survey administration, providing CHKS Administration trainings and data analysis and dissemination/planning sessions in each year the CHKS is administered; and creating templates for publically reporting survey findings to all district stakeholders;
 - d. convene biannual TUPE advisory meetings with TUPE Project Leads and district/site contacts;
 - e. provide resources and support necessary to meet the objectives of the grant;
 - f. support enforcement and recertification of tobacco-free policy for all districts;
 - g. expend funds as designated in the approved application;
 - h. support sites, if randomly chosen, to participate in the California Student Tobacco Survey (CSTS) administered by the California Department of Public Health (CDPH);
 - support County- Wide Students Working against Tobacco (SWAT) training and assist in students creating anti-tobacco public service announcements to be featured in local media, and peer to peer mentoring.
- Download and keep on file the Assurances and Certifications located on the COE
 Funding Forms web page, <u>General Assurances 2019-20 - Funding Tools & Materials</u>
 (<u>CA Dept of Education</u>)

DISTRICT RESPONSIBILITIES

- 1. Identify a District TUPE Project Contact Person to be responsible to:
 - a. monitor the tobacco-free policy enforcement and support recertification that all of the tobacco- free policy requirements are being met by the date of recertification;
 - coordinate the administration of the California Healthy Kids Survey; submit
 the scantron order form and staff and student surveys by designated due
 dates; attend the CHKS data dissemination training and posting survey
 results and convening a public forum in the district to share the data;
 maintain required documentation;
 - c. submit an annual progress report designed to track process and outcome measures to KCSOS TUPE Project Coordinator;
 - d. attend a minimum of two (2) TUPE Advisory meeting(s) a year;
 - e. assist KCSOS with recertification of the tobacco-free policy and COE report;
 - f. if randomly chosen, to participate in the California Student Tobacco Survey (CSTS) administered by the California Department of Public Health (CDPH)
 - g. keep a current list of updated TUPE District staff including school site, phone number and email;
- 2. Identify staff to serve as TUPE School Site Liaisons who will be responsible for either/or both of the following roles/responsibilities:
 - a. implementing a combination of a primary research-validated tobacco prevention program, youth development (i.e. Friday Night Live, Safe School Ambassadors), intervention, and cessation/referral activities, pregnant minor assessment/referral and linkage to services, to address problems identified in the TUPE project needs analysis and/or;
 - receiving additional training in a research based curriculum to serve as a coach/support at the school site;
 - c. attend at least One (1) County-Wide Tobacco Use Prevention Education Training and assist in students creating anti-tobacco public service announcements to be featured in local media.
- 3. Work closely with site administrators (Principals, Assistant Principals) to create support for the program and inform Campus Security and Staff of Pre-

- Cessation/Cessation classes and referral forms.
- 4. Promote Pre-Cessation/Cessation classes as alternatives to in-house suspension and for student tobacco policy violations and detention as needed.
- Facilitate campus clearance for students participating in peer presentations and field trips for such events as, Drug Free Youth Summit, Kern County Great American Smokeout, Leaders in Life Youth Conference, Students Working against Tobacco, and No Butts Left Behind Project.
- Provide support for Youth Development project to involve Kern County Youth Tobacco Purchase Survey;
 - a. support for the Tobacco Free Coalition of Kern, Back to School Nights, Resource Fairs, and Parent Tobacco Coalition Development.

Approved Activities:

- a. Classroom Animation Project
- b. Drug Free Youth Summit
- c. Great American Smoke-Out Program
- d. Leaders in Life Conference
- e. Leaders in Life Planning Meetings
- f. Students Working against Tobacco
- g. NO Butts Left Behind Project
- h. BC Middle Grade Conference
- i. Project Alert Training (Middle School)
- i. Project TND Training (High School)
- k. Red Ribbon Week Activities
- I. Youth Quest
- m.Teens Kick Ash
- n. American Cancer Society Relay for Life
- o. Brief Intervention (Grades 6-12)
- p. Stanford Toolkit/Healthy Futures
- q. Catch My Breath
- r. Forward Thinking
- s. NOT on (High School)
- t. Threw with Chew Week
- u. Kick Butts Day
- v. Earth Day
- w. World No Tobacco Day
- x. Northern California Safe and Healthy Schools Conference
- y. Youth Mental Health First Aid Training
- z. Friday Night Live
- aa. Club Live
- bb. California Association of Student Councils Leadership Conference (CASC)
- cc. Diversity from the Inside Out
- dd. Health Education Framework
- ee. Project Based Learning

ff. Other Tobacco Related Environmental Prevention Activity (must have preapproval from KCSOS)

TUPE Tier II Participating School Sites:

- Kern County Superintendent of Schools: County Office of Education, Kern County Community, and Kern County Juvenile Court
- Arvin Union School District: Haven Drive MS
- Beardsley School District: Beardsley JHS
- Delano Union School District: Almond Tree MS, Cecil Avenue Math & Science, La Vina MS, and Pioneer School
- Greenfield Union School District: Greenfield MS, McKee MS, and Ollivier MS
- Edison School District: Edison MS
- Lamont School District: Alicante Avenue School, Mountain View MS, and Myrtle Avenue School
- El Tejon Unified School District: El Tejon School and Frazier Mountain HS
- Fairfax School District: Fairfax JHS
- Fruitvale School District: Fruitvale JHS
- Kernville Union School District: Woodrow Wallace MS
- Kern High School District: Arvin HS, Golden Valley HS, Kern Valley HS, and North HS
- Lakeside Union School District: Lakeside School
- Maricopa Unified School District: Maricopa MS and Maricopa HS
- Norris School District: Norris Elementary, Norris MS, Olive Drive Elementary, William B. Bimat Elementary, Veterans Elementary
- Rio Bravo-Greeley Union School District: Rio Bravo-Greely Elementary
- Rosedale Union School District: Almondale Elementary, American Elementary, Centennial Elementary,
 Del Rio Elementary, Freedom MS, Independence Elementary, Patriot Elementary, Rosedale MS, and
 Rosedale North Elementary
- Sierra Sands Unified School District: Murray MS
- South Fork Union School District: South Fork Elementary
- Southern Kern Unified School District: Abraham Lincoln Independent Study, Rare Earth HS, Rosamond HS, and Tropico MS
- Taft City School District: Lincoln JHS
- Taft Union High School District: Taft Union HS
- Tehachapi Unified School District: Jacobsen MS, Monroe Continuation HS, and Tehachapi HS
- Vineland School District: Sunset MS
- Wasco Union Elementary School District: Palm Avenue Elementary, and Thomas Jefferson MS
- Wasco Union High School District: Independence HS and Wasco HS
- Richland School District: Golden Oak Elementary, Redwood Elementary, Richland JHS, and Sequoia Elementary

The total amount payable to Contractor under this Agreement shall not exceed \$9,000.

Contract No. 203055

OFFICE OF MARY C. BARLOW KERN COUNTY SUPERINTENDENT OF SCHOOLS

Advocates for Children

AGREEMENT FOR UTILITIES

REGULAR SCHOOL YEAR 2021 - 2022

This Agreement is made and entered into by and between the KERN COUNTY SUPERINTENDENT OF SCHOOLS, hereinafter referred to as (SUPERINTENDENT) and LAKESIDE UNION SCHOOL DISTRICT, hereinafter referred to as (DISTRICT).

RECITALS

- A. SUPERINTENDENT has placed on the property of DISTRICT a portable classroom ("Portable") in which SUPERINTENDENT conducts special education classes.
- B. The Portable requires electrical service.
- C. DISTRICT can provide the necessary electrical services.
- D. Pursuant to Education Code Section 11000, **SUPERINTENDENT** and **DISTRICT** may enter into an agreement for services.

TERMS

The parties mutually agree as follows:

- 1. The foregoing recitals are true.
- 2. The term of this Agreement shall be for the period beginning 8/18/21 and ending 6/3/22.
- DISTRICT agrees to provide electrical service through the school site's regular metered service to the Portable.
- 4. Payment for the above service shall be as follows:
 - TWO (2) KCSOS Portable(s) at LAKESIDE at \$4,264.20 for the term of this Agreement.
- 5. DISTRICT agrees to provide necessary pest control services and make such necessary notifications to parents and staff, as required by law. In addition, the DISTRICT will notify the SUPERINTENDENT'S Director of Maintenance and Operations Services.

Payment for the above service shall be as follows:

TWO (2) Portable(s) at \$760.00 for the term of this Agreement

- 6. SUPERINTENDENT agrees to pay DISTRICT a TOTAL of \$5,024.20 for all of the above services within six (6) months after the execution of this contract.
- 7. **DISTRICT** will notify the **SUPERINTENDENT'S** Director of Internal Business Services of **any change in Contract.**
- SUPERINTENDENT is not liable for injury to any person or persons or for damage to any property owned by DISTRICT or others arising in any manner whatsoever out of the performance of services by DISTRICT.
- DISTRICT agrees to maintain public liability insurance and insurance required under the Workers' Compensation Insurance Act.
- 10. It is agreed by the parties that the **DISTRICT**, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an officer, agent, or employee of **SUPERINTENDENT**.
- 11. DISTRICT will be reimbursed for services resulting from extended sessions conducted during summer month(s) in the unit(s) herein at the daily rate for the number of days in the session.

LAKESIDE UNION SCHOOL DISTRICT	MARY C. BARLOW KERN COUNTY SUPERINTENDENT OF SCHOOLS
Ву	By Ina Fisher
Print Name: Ty Bryson	Signatory Name: Tina Foster
Title: Superintendent	Title: Chief Financial Operations Officer
Address: 14535 Old River Road	Address: 1300 17th Street, Bakersfield, CA 93301
Bakersfield, CA 93311	Account Code: 02-410-6500-0-5800.00-5751-8100-0-0-0
Date:	Date: 9-30-21

OFFICE OF MARY C. BARLOW KERN COUNTY SUPERINTENDENT OF SCHOOLS

Advocates for Children

AGREEMENT FOR UTILITY AND CUSTODIAL SERVICES

REGULAR SCHOOL YEAR 2021 - 2022

This Agreement is made and entered into by and between the KERN COUNTY SUPERINTENDENT OF SCHOOLS, hereinafter referred to as (SUPERINTENDENT) and LAKESIDE UNION SCHOOL DISTRICT, hereinafter referred to as (DISTRICT).

RECITALS

- A. SUPERINTENDENT has placed on the property of DISTRICT a portable classroom ("Portable") in which SUPERINTENDENT conducts special education classes.
- B. The Portable requires electrical service.
- C. The Portable requires custodial services on a regular basis.
- D. DISTRICT can provide the necessary electrical and custodial services.
- E. Pursuant to Education Code Section 11000, **SUPERINTENDENT** and **DISTRICT** may enter into an agreement for services.

TERMS

The parties mutually agree as follows:

- 1. The foregoing recitals are true.
- 2. The term of this Agreement shall be for the period beginning 8/18/21 and ending 6/3/22.
- 3. **DISTRICT** agrees to provide electrical service to the Portable through the school site's regular metered service.
- 4. **DISTRICT** agrees to provide custodial service for the Portable on a regularly scheduled basis not less than daily when school is in session.
- 5. Payment for the above services shall be as follows:

TWO (2)KCSOS Portable(s) at SUBURU at \$7,725.00 for the term of this Agreement.

6. DISTRICT agrees to provide necessary pest control services for the Portable and make such necessary notifications to parents and staff, as required by law. In addition, the DISTRICT will notify the SUPERINTENDENT'S Director of Maintenance and Operations Services.

Payment for the above service shall be as follows:

TWO (2)Portable(s) at \$760.00 for the term of this Agreement.

- 7. SUPERINTENDENT agrees to pay DISTRICT a TOTAL of \$8,485.00 for all of the above within six (6) months after the execution of this contract.
- 8. **DISTRICT** will notify the **SUPERINTENDENT'S** Director of Internal Business Services of any change in contract.
- SUPERINTENDENT is not liable for injury to any person or persons or for damage to any property owned by DISTRICT or others arising in any manner whatsoever out of the performance of services by DISTRICT.
- **10. DISTRICT** agrees to maintain public liability insurance and insurance required under the Workers' Compensation Insurance Act.
- 11. It is agreed by the parties that the **DISTRICT**, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an officer, agent, or employee of **SUPERINTENDENT**.
- 12. DISTRICT will be reimbursed for services resulting from extended sessions conducted during summer month(s) in the classroom trailer(s) herein at the daily rate for the number of days in the session.

SCHOOL DISTRICT	MARY C. BARLOW KERN COUNTY SUPERINTENDENT OF SCHOOLS
By	By Line Joseph
Print Name: Ty Bryson	Signatory Name: Tina Foster
Title: Superintendent	Title: Chief Financial Operations Officer
Address: 14535 Old River Road	Address: 1300 17th Street, Bakersfield, CA 93301
Bakersfield, CA 93311	Account Code: 02-410-6500-0-5800.00-5751-8100-0-0-0
Date:	Date:9-30-91

ESSER III Expenditure Plan

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Lakeside Union School District	Ty Bryson	tbryson@lakesideusd.org 6618366658

An LEA may also use its ESSER III funds in other ways, as detailed in the Fiscal Requirements section of the Instructions. In developing the Emergency Relief (ESSER) funds under the American Rescue Plan Act, referred to as ESSER III funds, are required to develop a plan for how social, emotional, and mental health needs, as well as any opportunity gaps that existed before, and were worsened by, the COVID-19 pandemic. plan, the LEA has flexibility to include community input and/or actions included in other planning documents, such as the Local Control and they will use their ESSER III funds. In the plan, an LEA must explain how it intends to use its ESSER III funds to address students' academic, School districts, county offices of education, or charter schools, collectively known as LEAs, that receive Elementary and Secondary School Accountability Plan (LCAP), provided that the input and actions are relevant to the LEA's Plan to support students.

For more information please see the Instructions.

Other LEA Plans Referenced in this Plan

Plan Title	Where the Plan May Be Accessed
District Plan for Safe Reopening 2020/2021	District website www.lakesideusd.org
Extended Learning Opportunities Grant 2021/2022	District website www.lakesideusd.org
Local Control Accountability Plan 2021/2022	District website www.lakesideusd.org

Summary of Planned ESSER III Expenditures

Below is a summary of the ESSER III funds received by the LEA and how the LEA intends to expend these funds in support of students.

Total ESSER III funds received by the LEA

\$2,001,513

Plan Section	Total Planned ESSER III
Strategies for Continuous and Safe In-Person Learning	\$1,576,113
Addressing Lost Instructional Time (a minimum of 20 percent of the LEAs ESSER III funds)	\$425,400
Use of Any Remaining Funds	0\$

Total ESSER III funds included in this plan

\$2,001,513

Community Engagement

An LEA's decisions about how to use its ESSER III funds will directly impact the students, families, and the local community. The following is a developing the plan, the LEA has flexibility to include input received from community members during the development of other LEA Plans, such strategies to address the academic impact of lost instructional time, and any other strategies or activities to be implemented by the LEA. In description of how the LEA meaningfully consulted with its community members in determining the prevention and mitigation strategies, as the LCAP, provided that the input is relevant to the development of the LEA's ESSER III Expenditure Plan.

For specific requirements, including a list of the community members that an LEA is required to consult with, please see the Community Engagement section of the Instructions.

A description of the efforts made by the LEA to meaningfully consult with its required community members and the opportunities provided by the LEA for public input in the development of the plan.

pandemic in the spring of 2020, the district formed a District Advisory Committee (DAC) which consists of parents, certificated staff, classified languages other than English), school and district administrators, Special Education Local Planning Area administrator, teachers, principals, lime. While developing the ESSER III Expenditure Plan, district administration reflected on input received from community members during staff, the District Nurse, the Technology Coordinator, the Director of Maintenance and Operations, Director of Student Services, school site students of color, foster youth, homeless, students with disabilities, and migratory students. Additionally, at the beginning of the COVID-19 supports planning for determining prevention and mitigation strategies, and strategies to address the academic impact of lost instructional Accountability Plan (LCAP) and the Extended Learning Opportunities Grant Plan (ELO). Purposeful engagement efforts were made that The Lakeside Union School District engages in the continuous improvement process throughout the year, as stated in the Local Control local bargaining units, all other school personnel, and representatives of underserved students, including low-income, English learners, the development of the LCAP and ELO, as well as consulted with the following stakeholders: students, families (including that speak administrators and the District Superintendent. The DAC held a meeting in late September and gathered input that helped with the development of this plan. Following is a description of efforts to meaningfully consult with stakeholders, and opportunities provided for public input in the development of this plan. At each stakeholder meeting or consultation, district representatives considered their unique perspectives and needs.

- Consultation with Booster Club and Parent Teacher Club. Discussions focused on how their organization can help with improving school climate through events and fundraising.
 - School staff meetings. Teachers and support staff discussed student engagement strategies, ways to provide opportunities for extended learning, potential intervention programs, and PBIS strategies.
- School Leadership Team meetings. Discussion focused on how school leaders can support teachers that feel overwhelmed due to COVID-19 guidance/restrictions, and new independent study criteria.
 - School Site Council meetings. The ESSER III Plan draft was presented at a meeting, and discussion centered on the needs, challenges, and recommendations from parents and teachers.
- Consultation with the Dir. of Student Support Services, as well as district psychologists and counselor. Discussion centered on how the support services staff can further provide social emotional support for all students, and in particular those defined as underserved students.
 - Consultation with the English Language Development/Response to Intervention Coordinator. Discussion included strategies being used for universal assessment tools, progress monitoring, and interventions.
- Consultation with the Dir. of Maintenance, Operations, and Transportation. Discussion focused of facility needs; especially indoor air quality for students and staff, and video surveillance equipment to help with the prevention of COVID-19 efforts through contact
- District Superintendent monthly meetings with representatives from local bargaining units (CTA, CSEA) to discuss challenges and recommendations.
- The Lakeside USD evaluated its stakeholder engagement opportunities and determined that Civil Rights Groups and Tribes Advocates are neither present nor served by the LEA.
 - In order to gather input from the community a public hearing was held at a special board meeting on September 29, 2021
- The plan was posted on the district website from Sept. 30 through Oct. 8 to allow for public comment. Community members and parents were notified of the website posting via ParentSquare messaging sent both in Spanish and English.
 - Approval of this plan was at a regular board meeting on October 12, 2021.

A description of how the development of the plan was influenced by community input.

reduce COVID-19 exposure such as improving indoor air quality, and providing video surveillance to enhance contact tracing. Other overall needs to consider in the ESSER III Expenditure Plan. Several overall aspects of the plan were influenced by, or developed in response to input from stakeholders including community members and the public at large. This included actions for school facility improvements to As a result of meetings and consultations, parents, staff, and the community were able to ask questions, provide feedback, and express themes included the need to provide social emotional support, and targeted intervention strategies.

Actions and Expenditures to Address Student Needs

The following is the LEA's plan for using its ESSER III funds to meet students' academic, social, emotional, and mental health needs, as well as how the LEA will address the opportunity gaps that existed before, and were exacerbated by, the COVID-19 pandemic. In developing the plan, the LEA has the flexibility to include actions described in existing plans, including the LCAP and/or Expanded Learning Opportunity (ELO) Grant Plan, to the extent that the action(s) address the requirements of the ESSER III Expenditure Plan. For specific requirements, please refer to the Actions and Expenditures to Address Student Needs section of the Instructions.

Strategies for Continuous and Safe In-Person Learning

A description of how the LEA will use funds to continuously and safely operate schools for in-person learning in a way that reduces or prevents the spread of the COVID-19 virus.

Total ESSER III funds being used to implement strategies for continuous and safe in-person learning

\$1,576,113			
Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
N/A	Projects to improve the indoor air quality in school facilities	In efforts to reduce COVID-19 exposure: inspection, testing, maintenance, repair, replacement, and upgrade projects to improve the indoor air quality in school facilities, including mechanical and non-mechanical heating, ventilation, and air conditioning systems, filtering, purification, and other air cleaning, fans, control systems, and window and door repair and replacement.	\$1,496,113
N/A	2. Projects to install Video Surveillance Equipment	In efforts to reduce COVID-19 exposure: installation of video \$50,000 surveillance equipment in school facilities to aid in prevention efforts of COVID-19 through contracting tracing.	\$50,000
N/A	3. Projects to improve and increase access to drinking water at Lakeside School	Since 2009, Lakeside School has reported levels of arsenic above the maximum contamination level (MCL); the legal limit of the amount of pollutant that is allowed in drinking water. Previous to the COVID-19 pandemic, bottled drinking water was available at a handful of strategic locations throughout the campus. In efforts to reduce COVID-19 exposure, bottled water will be available in all classrooms. Additionally, Point of Use filter (POU) devices will be	\$30,000

Plan Alignment (if	Action Title	Action Description	Planned ESSER III Funded Expenditures
(compand do		installed at drinking water fountains. The goal of the POU	
	Section 1 and	device is to remove arsenic from the water. The POU	
		devices and bottled water will remain in place until a long-	
		term solution is implemented, such as connecting a pipeline	
		to the City of Bakersfield water system.	

Addressing the Impact of Lost Instructional Time

A description of how the LEA will use funds to address the academic impact of lost instructional time.

Total ESSER III funds being used to address the academic impact of lost instructional time

\$425,400

			The second secon
Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
LCAP, Goal 1, Action 1	LCAP, Goal 1, Action 1 4. Universal Assessment Tools	Purchase and implement universal assessment tools for early literacy and math: i.e. Dynamic Indicator of Basic Early Literacy Skills (DIBELS), Renaissance STAR Early Literacy, STAR Reading and STAR Math. The district will implement early warning systems that use individual student data to generate indicators of students who require strategic or intensive intervention and enable staff to identify and monitor progress of students falling below an identified threshold. This action will provide data needed to target underserved students. ESSER III funds will be used to purchase and implement additional support beyond LCFF funds.	\$10,000
LCAP, Goal 1, Action 4	LCAP, Goal 1, Action 4 5. After School Intervention for ELA and Math	Provide additional support beyond the LCAP for after-school \$5,000 targeted intervention supports, in ELA and math, with emphasis on underserved students who are not on grade level. ESSER III funds will be used to supplement LCFF	\$5,000

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
		funds. Funds will be used for curriculum and teachers' salaries and benefits.	
LCAP, Goal 2, Action 6	6. Multi-tiered System of Supports (MTSS)	The District will continue to implement a Multi-tiered System of Supports (MTSS) framework at school sites to offer universal supports for all students and tiered interventions for students who are struggling academically, socially and/or emotionally, with a focus on underserved students. The MTSS framework includes evidence-based practices such as positive behavior supports, social emotional learning, and restorative practices. ESSER III funds will be used to implement additional support beyond LCFF funds.	\$5,000
ELO, Action 2	7. Accelerating progress to close learning gaps through the implementation, expansion, or enhancement of learning supports	Provide Reading Support and intervention programs provided by the Response to Intervention Teacher with a focus on underserved students. ESSER III funds will be used for teacher salary and benefits, and implement additional support beyond ELO funds.	\$50,000
N/A	8. Hire paraprofessionals	Hire additional paraprofessionals to support students in ELA and math, with emphasis on underserved students. Funds will be used for curriculum, and teachers' salaries and benefits.	\$200,000
N/A	9. Summer School	Planning and implementing activities related to summer learning, including providing classroom instruction or online learning during the summer months and addressing the needs of all students, with emphasis on underserved students. Funding will be for curriculum, chromebooks, hotspots, and teachers' and instructional aides salaries and benefits.	\$130,400
N/A	10. Students in quarantine	Efforts to mitigate the impact of the unanticipated high number/enrollment percentage of: 1) quarantine students who require short-term traditional independent study placement, and 2) parents/students requesting longer term non-classroom based independent study (in excess of 15 days) pursuant to AB130. This is for improving student engagement for all students, with emphasis on underserved students. Funding for copy machines to develop student packets.	\$25,000
ESSEB III Expenditure Plan for Lakeside Union School District	keside Union School District		Page 6 of 16

Use of Any Remaining Funds

A description of the how the LEA will use any remaining ESSER III funds, as applicable.

Total ESSER III funds being used to implement additional actions

Plan Alignment (if	Action Title	Action Description Action Description Funded Expenditures	Planned ESSER III Funded Expenditures

Ensuring Interventions are Addressing Student Needs

The LEA is required to ensure its interventions will respond to the academic, social, emotional, and mental health needs of all students, and expenditures in the plan are addressing the identified academic, social, emotional, and mental health needs of its students, and particularly particularly those students most impacted by the COVID-19 pandemic. The following is the LEA's plan for ensuring that the actions and those students most impacted by the COVID-19 pandemic.

Action Title(s)	How Progress will be Monitored	Frequency of Progress Monitoring
 Projects to improve the indoor air quality in school facilities 	Monitoring the number of students with COVID-Weekly 19 exposures, and the number of students with flu like symptoms.	Weekly
2. Projects to install video surveillance equipment	Monitoring the number of students with COVID-Weekly 19 exposures, and the number of students with flu like symptoms.	Weekly
 Projects to improve and increase access to drinking water at Lakeside School 	A laboratory will collect samples and test for arsenic MCL levels.	Weekly

Action Title(s)	How Progress will be Monitored	Frequency of Progress Monitoring
4. Universal Assessment Tools	Data: Dibels. CAASPP Interim Assessment Blocks. District Benchmark Assessments. CA Dashboard Results.	Monthly
5. After school intervention for ELA and Math	Data: monitoring student academic progress using common formative assessments.	Weekly/Monthly
6. Multi-tiered System of Supports (MTSS)	Student Success Team meetings.	Bi-Monthly
7. Accelerating progress to close learning gaps through the implementation, expansion, or enhancement of learning supports	Classroom teachers using common formative assessments.	Weekly/Monthly/Quarterly
8. Hire paraprofessionals	Data: monitoring student academic progress using common formative assessments.	Weekly/Monthly
9. Summer School	Data: monitoring student academic progress using common formative assessments.	Weekly/Monthly
10. Students in quarantine	Evaluating the completeness of independent study agreements.	Weekly

ESSER III Expenditure Plan Instructions

Introduction

receive Elementary and Secondary School Emergency Relief (ESSER) funds under the American Rescue Plan (ARP) Act, referred to School districts, county offices of education (COEs), or charter schools, collectively known as local educational agencies (LEAs), that academic, social, emotional, and mental health needs, as well as the opportunity gaps that existed before, and were exacerbated by, as ESSER III funds, are required to develop a plan for how they will use ESSER III funds to, at a minimum, address students' the COVID-19 pandemic. The plan must be adopted by the local governing board or body of the LEA at a public meeting on or before October 29, 2021 and must COE for review and approval; a COE must submit its plan to the California Department of Education for review and approval. A charter school must submit its plan to its chartering authority for review and to the COE of the county in which the charter school operates for be submitted for review and approval within five days of adoption. A school district must submit its ESSER III Expenditure Plan to its review and approval.

In addition, consistent with the requirements of the ARP, Volume 86, Federal Register, page 21201, April 22, 2021, the ESSER III Expenditure Plan must be:

- Written in an understandable and uniform format;
- Written in a language that parents can understand, to the extent practicable;
- If it is not practicable to provide written translations to a parent with limited English proficiency, the plan must be orally translated for parents
- Provided in an alternative format to a parent who is an individual with a disability as defined by the Americans with Disabilities Act, upon request; and
- Be made publicly available on the LEA's website.

For additional information regarding ESSER III funding please see the ARP Act Funding web page at https://www.cde.ca.gov/fg/cr/arpact.asp. For technical assistance related to the completion of the ESSER III Expenditure Plan, please contact EDReliefFunds@cde.ca.gov.

Fiscal Requirements

- The LEA must use at least 20 percent (20%) of its ESSER III apportionment for expenditures related to addressing the academic impact of lost instructional time through the implementation of evidence-based interventions, such as summer learning or summer enrichment, extended day, comprehensive afterschool programs, or extended school year programs.
- For purposes of this requirement, "evidence-based interventions" include practices or programs that have **evidence** to show that they are effective at producing results and improving outcomes when implemented. This kind of evidence has generally been produced through formal studies and research. There are four tiers, or levels, of evidence:

- Tier 1 Strong Evidence: the effectiveness of the practices or programs is supported by one or more well-designed and wellimplemented randomized control experimental studies.
- Tier 2 Moderate Evidence: the effectiveness of the practices or programs is supported by one or more well-designed and wellimplemented quasi-experimental studies.
- Tier 3 Promising Evidence: the effectiveness of the practices or programs is supported by one or more well-designed and well-implemented correlational studies (with statistical controls for selection bias).
- Tier 4 Demonstrates a Rationale: practices that have a well-defined logic model or theory of action, are supported by research, and have some effort underway by a State Educational Agency, LEA, or outside research organization to determine their effectiveness
- For additional information please see the Evidence-Based Interventions Under the ESSA web page at nttps://www.cde.ca.gov/re/es/evidence.asp.
 - The LEA must use the remaining ESSER III funds consistent with section 2001(e)(2) of the ARP Act, including for:
- Any activity authorized by the Elementary and Secondary Education Act (ESEA) of 1965;
- Any activity authorized by the Individuals with Disabilities Education Act (IDEA);
- Any activity authorized by the Adult Education and Family Literacy Act;
- Any activity authorized by the Carl D. Perkins Career and Technical Education Act of 2006; 0
- other relevant agencies, to improve coordinated responses among such entities to prevent, prepare for, and respond to COVID-19; Coordination of preparedness and response efforts of LEAs with State, local, Tribal, and territorial public health departments, and 0
- minorities, homeless students, and foster youth, including how outreach and service delivery will meet the needs of each population; Activities to address the unique needs of low-income students, students with disabilities, English learners, racial and ethnic 0
- Developing and implementing procedures and systems to improve the preparedness and response efforts of LEAs; 0
- Training and professional development for staff of the LEA on sanitation and minimizing the spread of infectious diseases; 0
- Purchasing supplies to sanitize and clean the facilities of an LEA, including buildings operated by such agency; 0
- providing technology for online learning to all students, providing guidance for carrying out requirements under IDEA, and ensuring other educational services can continue to be provided consistent with all Federal, State, and local requirements; Planning for, coordinating, and implementing activities during long-term closures, including providing meals to eligible students, 0
- Purchasing education technology (including hardware, software, and connectivity) for students who are served by the LEA that aids in regular and substantive educational interaction between students and their classroom instructors, including low-income students and children with disabilities, which may include assistive technology or adaptive equipment; 0
- Providing mental health services and supports, including through the implementation of evidence-based full-service community schools; 0
- Planning and implementing activities related to summer learning and supplemental after school programs, including providing classroom instruction or online learning during the summer months and addressing the needs of underserved students: 0

- Administering and using high-quality assessments that are valid and reliable, to accurately assess students' academic progress and assist educators in meeting students' academic needs, including through differentiated instruction,
- Implementing evidence-based activities to meet the comprehensive needs of students,
- Providing information and assistance to parents and families of how they can effectively support students, including in a distance learning environment, and
- Tracking student attendance and improving student engagement in distance education;

Note: A definition of "underserved students" is provided in the Community Engagement section of the instructions.

- School facility repairs and improvements to enable operation of schools to reduce risks of virus transmission and exposure to environmental health hazards, and to support student health needs;
- Inspection, testing, maintenance, repair, replacement, and upgrade projects to improve the indoor air quality in school facilities, including mechanical and nonmechanical heating, ventilation, and air conditioning systems, filtering, purification and other air cleaning, fans, control systems, and window and door replacement; 0
- Developing strategies and implementing public health protocols including, to the greatest extent practicable, policies in line with guidance from the Centers for Disease Control and Prevention (CDC) for the reopening and operation of school facilities to effectively maintain the health and safety of students, educators, and other staff; 0
- Other activities that are necessary to maintain the operation of and continuity of services in LEAs and continuing to employ existing staff of the LEA.

Other LEA Plans Referenced in this Plan

n developing the plan, the LEA has flexibility to include community input and/or actions included in other planning documents, such as the Local Control and Accountability Plan (LCAP) and/or the Expanded Learning Opportunities (ELO) Grant Plan, provided that the input and/or actions address the requirements of the ESSER III Expenditure Plan.

referenced by the LEA and a description of where the plan(s) may be accessed by the public (such as a link to a web page or the street An LEA that chooses to utilize community input and/or actions from other planning documents must provide the name of the plan(s) address of where the plan(s) are available) in the table. The LEA may add or delete rows from the table as necessary.

An LEA that chooses not to utilize community input and/or actions from other planning documents may provide a response of "Not Applicable" in the table.

Summary of Expenditures

The Summary of Expenditures table provides an overview of the ESSER III funding received by the LEA and how the LEA plans to use its ESSER III funds to support the strategies and interventions being implemented by the LEA

Instructions

For the 'Total ESSER III funds received by the LEA,' provide the total amount of ESSER III funds received by the LEA.

n the Total Planned ESSER III Expenditures column of the table, provide the amount of ESSER III funds being used to implement the actions identified in the applicable plan sections. For the 'Total ESSER III funds included in this plan,' provide the total amount of ESSER III funds being used to implement actions in the

Community Engagement

Purpose and Requirements

An LEA's decisions about how to use its ESSER III funds will directly impact the students, families, and the local community, and thus the LEA's plan must be tailored to the specific needs faced by students and schools. These community members will have significant nsight into what prevention and mitigation strategies should be pursued to keep students and staff safe, as well as how the various COVID-19 prevention and mitigation strategies impact teaching, learning, and day-to-day school experiences.

An LEA must engage in meaningful consultation with the following community members, as applicable to the LEA:

- Students:
- Families, including families that speak languages other than English;
- School and district administrators, including special education administrators;
- Teachers, principals, school leaders, other educators, school staff, and local bargaining units, as applicable.

strategic planning will utilize these perspectives and insights to determine the most effective strategies and interventions to address "Meaningful consultation" with the community includes considering the perspectives and insights of each of the required community members in identifying the unique needs of the LEA, especially related to the effects of the COVID-19 pandemic. Comprehensive these needs through the programs and services the LEA implements with its ESSER III funds. Additionally, an LEA must engage in meaningful consultation with the following groups to the extent that they are present or served in the LEA:

- Tribes;
- Civil rights organizations, including disability rights organizations (e.g. the American Association of People with Disabilities, the American Civil Liberties Union, National Association for the Advancement of Colored People, etc.); and
- Individuals or advocates representing the interests of children with disabilities, English learners, homeless students, foster youth, migratory students, children who are incarcerated, and other underserved students.
- For purposes of this requirement "underserved students" include:
- Students who are low-income;

- Students who are English learners;
- Students of color;
- Students who are foster youth;
- Homeless students;
- Students with disabilities; and
- Migratory students.

LEAs are also encouraged to engage with community partners, expanded learning providers, and other community organizations in

Information and resources that support effective community engagement may be found under Resources on the following web page of the CDE's website: https://www.cde.ca.gov/re/lc

Instructions

requirements of the ESSER III Expenditure Plan. Descriptions provided should include sufficient detail yet be sufficiently succinct to development of existing plans, including the LCAP and/or the ELO Grant Plan, to the extent that the input is applicable to the In responding to the following prompts, the LEA may reference or include input provided by community members during the promote a broad understanding among the LEA's local community.

A description of the efforts made by the LEA to meaningfully consult with its required community members and the opportunities provided by the LEA for public input in the development of the plan. A sufficient response to this prompt will describe how the LEA sought to meaningfully consult with its required community members in the development of the plan, how the LEA promoted the opportunities for community engagement, and the opportunities that the LEA provided for input from the public at large into the development of the plan.

considered the perspectives and insights of each of the required community members in identifying the unique needs of the LEA, As noted above, a description of "meaningful consultation" with the community will include an explanation of how the LEA has especially related to the effects of the COVID-19 pandemic.

A description of the how the development of the plan was influenced by community input.

A sufficient response to this prompt will provide clear, specific information about how input from community members and the public at large was considered in the development of the LEA's plan for its use of ESSER III funds. This response must describe aspects of the ESSER III Expenditure Plan that were influenced by or developed in response to input from community members.

- For the purposes of this prompt, "aspects" may include:
- Prevention and mitigation strategies to continuously and safely operate schools for in-person learning;

- interventions (e.g. summer learning or summer enrichment, extended day, comprehensive afterschool programs, or Strategies to address the academic impact of lost instructional time through implementation of evidence-based extended school year programs); 0
- Any other strategies or activities implemented with the LEA's ESSER III fund apportionment consistent with section 2001(e)(2) of the ARP Act; and 0
- Progress monitoring to ensure interventions address the academic, social, emotional, and mental health needs for all students, especially those students disproportionately impacted by COVID-19

For additional information and guidance, please see the U.S. Department of Education's Roadmap to Reopening Safely and Meeting All Students' Needs Document, available here: https://www2.ed.gov/documents/coronavirus/reopening-2.pdf

Planned Actions and Expenditures

Purpose and Requirements

minimum, address students' academic, social, emotional, and mental health needs, as well as the opportunity gaps that existed before, As noted in the Introduction, an LEA receiving ESSER III funds is required to develop a plan to use its ESSER III funds to, at a and were exacerbated by, the COVID-19 pandemic.

Instructions

The LEA must specify the amount of ESSER III funds that it intends to use to implement the action(s); these ESSER III funds must be An LEA has the flexibility to include actions described in existing plans, including the LCAP and/or ELO Grant Plan, to the extent that the action(s) address the requirements of the ESSER III Expenditure Plan. When including action(s) from other plans, the LEA must describe how the action(s) included in the ESSER III Expenditure Plan supplement the work described in the plan being referenced. in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA. Descriptions of actions provided should include sufficient detail yet be sufficiently succinct to promote a broad understanding among the LEA's local community.

Strategies for Continuous and Safe In-Person Learning

Provide the total amount of funds being used to implement actions related to Continuous and Safe In-Person Learning, then complete the table as follows:

- If the action(s) are included in another plan, identify the plan and provide the applicable goal and/or action number from the plan. If the action(s) are not included in another plan, write "N/A".
- Provide a short title for the action(s).
- Provide a description of the action(s) the LEA will implement using ESSER III funds for prevention and mitigation strategies that are, to the greatest extent practicable, in line with the most recent CDC guidance, in order to continuously and safely operate schools for in-person

Specify the amount of ESSER III funds the LEA plans to expend to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA

Addressing the Impact of Lost Instructional Time

time. Provide the total amount of funds being used to implement actions related to addressing the impact of lost instructional time, then As a reminder, the LEA must use not less than 20 percent of its ESSER III funds to address the academic impact of lost instructional complete the table as follows:

- If the action(s) are included in another plan, identify the plan and provide the applicable goal and/or action number from the plan. If the action(s) are not included in another plan, write "N/A".
- Provide a short title for the action(s).
- Provide a description of the action(s) the LEA will implement using ESSER III funds to address the academic impact of lost instructional time through the implementation of evidence-based interventions, such as summer learning or summer enrichment, extended day, comprehensive afterschool programs, or extended school year programs.
- Specify the amount of ESSER III funds the LEA plans to expend to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA.

Use of Any Remaining Funds

social, emotional, and mental health needs, as well as to address opportunity gaps, consistent with the allowable uses identified above After completing the Strategies for Continuous and Safe In-Person Learning and the Addressing the Impact of Lost Instructional Time portions of the plan, the LEA may use any remaining ESSER III funds to implement additional actions to address students' academic, in the Fiscal Requirements section of the Instructions. LEAs choosing to use ESSER III funds in this manner must provide the total amount of funds being used to implement actions with any remaining ESSER III funds, then complete the table as follows:

- If the action(s) are included in another plan, identify the plan and provide the applicable goal and/or action number from the plan. If the action(s) are not included in another plan, write "N/A".
- Provide a short title for the action(s).
- Provide a description of any additional action(s) the LEA will implement to address students' academic, social, emotional, and mental health needs, as well as to address opportunity gaps, consistent with the allowable uses identified above in the Fiscal Requirements section of the Instructions. If an LEA has allocated its entire apportionment of ESSER III funds to strategies for continuous and safe in-person learning and/or to addressing the impact of lost instructional time, the LEA may indicate that it is not implementing additional actions.
- Specify the amount of ESSER III funds the LEA plans to expend to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA. If the LEA it is not implementing additional actions the LEA must indicate "\$0".

Ensuring Interventions are Addressing Student Needs

The LEA is required to ensure its interventions will respond to the academic, social, emotional, and mental health needs of all students, color, English learners, children with disabilities, students experiencing homelessness, children in foster care, and migratory students. and particularly those students most impacted by the COVID-19 pandemic, including students from low-income families, students of

monitor the progress of two actions in the same way and with the same frequency, the LEA may list both actions within the same row of the table. Each action included in the ESSER III Expenditure Plan must be addressed within the table, either individually or as part of a The LEA may group actions together based on how the LEA plans to monitor the actions' progress. For example, if an LEA plans to group of actions.

Complete the table as follows:

- Provide the action title(s) of the actions being measured.
- Provide a description of how the LEA will monitor progress of the action(s) to ensure that they are addressing the needs of students.
- Specify how frequently progress will be monitored (e.g. daily, weekly, monthly, every 6 weeks, etc.).

California Department of Education June 2021



GOVERNMENT FINANCIAL STRATEGIES MUNICIPAL ADVISORY SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made this July 1, 2021, between Government Financial Strategies inc., a municipal advisory firm ("Government Financial Strategies") and Lakeside Union School District ("Client") who agree as follows:

1. Scope of Work. Government Financial Strategies shall perform the services described in the scope(s) of work attached hereto as Exhibit A (the "Work"). Modifications, deletions and additions to the Work described in Exhibit A may be made, from time to time, upon the subsequent written agreement by both parties.

2. Payment.

- a. In consideration for the Work to be provided by Government Financial Strategies under this Agreement, Client agrees to pay fees and expenses as set forth in Exhibit A.
- b. For Work performed on a time and materials basis, Government Financial Strategies shall submit invoices to the Client on a monthly basis. For Work performed for a fixed fee, Government Financial Strategies shall submit invoices to the Client upon the completion of the Work or as otherwise identified in Exhibit A.

3. Term.

- a. This Agreement shall terminate upon the later of the completion of the Work or June 30, 2026, unless earlier terminated as provided in subsection (b).
- b. This Agreement may be terminated by either party upon thirty (30) days advance written notice to the other party.
- c. Upon termination of this Agreement by either party, Client shall compensate Government Financial Strategies for all Work performed prior to termination. If the compensation identified in Exhibit A was on a time and materials basis, such compensation shall be based on time and materials incurred prior to termination. If the compensation identified in Exhibit A was on a fixed fee basis, such compensation shall be the greater of: 1) the percentage of services completed through the termination date multiplied by the fixed fee, or 2) the amount based on a time and materials basis, not to exceed the fixed fee. "Payment," "Ownership of Documents," "Indemnification," "Severability," "Governing Law and Venue," and "Entire Agreement" shall survive the termination of this Agreement.



- 4. Professional Ability and Loyalty. Government Financial Strategies represents that it possesses the skill to competently perform the Work, that it shall perform that Work in a manner equal to or exceeding generally accepted professional practices and standards for firms performing similar work, and that it will act in a manner it believes to be in the best interest of the Client rather than any third party.
- 5. Ownership of Documents. Every report, study, memo, letter, spreadsheet, worksheet, plan, graph, diagram, map, photograph, computer model, computer software and other document or item prepared by Government Financial Strategies under this Agreement and provided to and paid for by the Client (the "Work Product") shall be the property of Client, and Client shall have the right to use, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product without further compensation to Government Financial Strategies. Government Financial Strategies may retain a copy of any Work Product and use, reproduce, publish, display, broadcast and distribute any Work Product and prepare derivative and additional documents or works based on any Work Product; provided, however, that Government Financial Strategies shall not provide any Work Product not previously made available to the public to any third party without Client's prior approval, unless compelled to do so by legal process. If Client reuses or modifies any Work Product for a use or purpose other than that intended by the Work under this Agreement, then Client shall hold Government Financial Strategies harmless against all claims, damages, losses and expenses arising from such reuse or modification.
- **6. Indemnification.** Each party shall indemnify, defend, protect, and hold harmless the other party, including the other party's officers, employees, volunteers and agents, from and against any and all liability, losses, claims, damages, expenses, demands, and costs (including, but not limited to, attorney's fees) directly arising from its negligent act or omission, willful misconduct or violation of law.

7. Insurance.

- a. Government Financial Strategies, at its sole cost and expense, shall procure and maintain for the duration of this Agreement workers compensation insurance in the amount required by statute, comprehensive general liability insurance with coverage of at least one million dollars (\$1,000,000) per occurrence and aggregate and professional errors and omissions insurance with coverage of at least one million dollars (\$1,000,000) per occurrence and aggregate.
- Upon request, Government Financial Strategies shall provide to Client the evidence of such insurance.
- **8. Municipal Advisor Registration.** Government Financial Strategies is a municipal advisor registered with the Securities and Exchange Commission (registration number 867-00775) and the Municipal Securities Rulemaking Board (registration number K0127).



- 9. Conflicts of Interest. Government Financial Strategies is required to provide written disclosure to all municipal advisory clients about actual or potential conflicts of interest as well as certain other information. Exhibit B sets forth the potential conflicts of interest that we have determined presently exist as well as other information we are required to provide to you as a federally registered municipal advisor. Client acknowledges receipt of Exhibit B, and Client has been given the opportunity to discuss such matters with Government Financial Strategies. Except as expressly described in Exhibit B, Government Financial Strategies has no material conflicts of interest that might impair its fiduciary duty to the Client.
- 10. Independent Contractor. Government Financial Strategies shall be an independent contractor in performing the Work and shall not act as an agent or employee of Client. The employees of Government Financial Strategies and its subcontractors are not employees of Client within the meaning or application of any federal or state unemployment insurance laws, social security law or any worker's compensation, industrial accident law or other industrial or labor law.
- 11. Non-Discrimination. Government Financial Strategies will not discriminate in any way against any person on the basis of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status in connection with, or related to, the performance of this Agreement.
- 12. Successors and Assigns. This Agreement shall bind and inure to the benefit of the successors and assigns of the parties; however, Government Financial Strategies shall not assign its rights and obligations under this Agreement without the prior written consent of Client, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Government Financial Strategies may subcontract a portion of the Work to its wholly-owned subsidiary, GFS Australia Pty Ltd, and its sole employee, Jonathan Edwards.
- 13. No Waiver of Rights. Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default.
- 14. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired.
- 15. Governing Law and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of California. The county and federal district court where the Client's main office is located shall be venue for any state and federal court litigation concerning the enforcement or construction of this Agreement.
- **16. Notice.** All notices that are required or permitted to be given under this Agreement shall be in writing and sent by either personal delivery, nationally recognized overnight courier service or

Lakeside Union School District Government Financial Strategies inc. Municipal Advisory Services Agreement Page 4 of 7



prepaid, first class United States postal mail. Notices shall be sent to the addresses listed below, or to such other address as either party may specify in writing:

Government Financial Strategies:

Lakeside Union School District:

Government Financial Strategies Attn: Lori Raineri, President 1228 N Street, Suite 13 Sacramento, CA 95814-5609 Lakeside Union School District Attn: Ty Bryson, Superintendent 14535 Old River Road Bakersfield, CA 93311

17. Entire Agreement. This Agreement represents the sole, final, complete, exclusive and integrated expression and statement of the terms between the parties concerning the Work, and supersedes all prior oral and/or written negotiations, representations or contracts. This Agreement may be amended only by written agreement by both parties. Government Financial Strategies agrees to promptly amend or supplement this Agreement to reflect any material changes or additions to this Agreement.

IN WITNESS HEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.

Government Financial Strategies inc.

Lakeside Union School District

Lori Raineri President Бу. _____

Ty Bryson Superintendent



EXHIBIT A

SCOPE(S) OF WORK

Government Financial Strategies will provide general financial planning and advisory services to Lakeside Union School District which include but are not limited to the following: a review of facilities needs and costs, a review of short term and long term cash flow schedules, identification and classification of existing and potential revenue sources, assistance with the production of a comprehensive financial plan, municipal advisory services in connection with any debt issues, participation in real estate negotiations, general background information on real estate acquisition and lease agreements, allocation of revenues to expenditures, development of financial strategies, reviews of documents, and presentations to the governing board. Such services will be provided as requested by Lakeside Union School District.

In consideration of the services provided, Lakeside Union School District will pay Government Financial Strategies hourly fees of \$280¹ for services, plus out-of-pocket expenses (such as mileage, meals, etc.). For travel time, Lakeside Union School District will pay Government Financial Strategies hourly fees of \$140¹.

¹ It is contemplated that Government Financial Strategies will adjust its standard hourly rates under this scope of work each year effective July 1, 2022 and each July 1 thereafter unless the Agreement is terminated or this provision is modified in writing.



EXHIBIT B

DISCLOSURE OF CONFLICTS OF INTEREST AND OTHER INFORMATION

Conflicts of Interest

Government Financial Strategies is required to provide written disclosure to all municipal advisory clients about the actual or potential conflicts of interest presented by our representation of Client.

Other Municipal Advisory Clients. Government Financial Strategies serves a wide variety of clients, some of which may have overlapping jurisdictions with Client and/or may from time to time have interests that could have a direct or indirect impact on the interests of Client. For example, Government Financial Strategies serves as municipal advisor to other municipal advisory clients and, in such cases, depending on the client, may owe a fiduciary duty to such other clients. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, Government Financial Strategies could potentially face a conflict of interest arising from these competing client interests. However, with respect to this potential conflict, Government Financial Strategies mitigates such conflict through adherence to its fiduciary or similar duty to its municipal advisory clients which requires it to, amongst other things, deal honestly and with good faith with its clients and to act in Client's best interests without regard to the financial or other interests of Government Financial Strategies.

Outside Business Activity – Government Finance Education Institute. The President of Government Financial Strategies, Lori Raineri, serves on the Board of Directors and as the Executive Director of Government Finance Education Institute, a nonprofit public benefit corporation organized for the primary purpose of providing educational information to help public agencies identify practical methods to increase efficiency, reduce costs and be good stewards of public funds. In acting in her role with Government Finance Education Institute, Lori Raineri may from time to time have interests that could have a direct or indirect impact on the interests of Client and could potentially face a conflict of interest. However, with respect to this potential conflict, Government Financial Strategies mitigates such conflict through adherence to its fiduciary or similar duty to its municipal advisory clients which requires it to, amongst other things, deal honestly and with good faith with its clients and to act in Client's best interests without regard to the financial or other interests of Government Financial Strategies.

Government Financial Strategies has determined, after exercising reasonable diligence, that it has no other known material conflicts of interest that would impair its ability to provide advice to the Client in accordance with its fiduciary duty to municipal entity clients such as the Client. To

Lakeside Union School District Government Financial Strategies inc. Municipal Advisory Services Agreement Page 7 of 7



the extent any material conflicts of interest arise after the date of this Agreement, Government Financial Strategies will provide information with respect to such conflicts in the form of a written amendment or supplement to this Agreement in a timely manner.

Municipal Advisor Registration, Legal and Disciplinary Events

Government Financial Strategies is registered as a "municipal advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the United States Securities and Exchange Commission ("SEC") (registration number 867-00775) and the Municipal Securities Rulemaking Board ("MSRB") (registration number K0127). As part of this registration Government Financial Strategies is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving Government Financial Strategies. Pursuant to MSRB Rule G-42, Government Financial Strategies is required to disclose any legal or disciplinary event that is material to the Client's evaluation of Government Financial Strategies or the integrity of its management or advisory personnel. Government Financial Strategies has determined that no such event exists.

Copies of Government Financial Strategies filings with the United States Securities and Exchange Commission can be found by accessing the SEC's EDGAR system Company Search Page which is available at https://www.sec.gov/edgar/searchedgar/companysearch.html and searching for either Government Financial Strategies or for our CIK number which is 0001617177.

Client Brochure

The MSRB has made available on its website (<u>www.msrb.org</u>) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

2021-2022

Initial Proposal for Reopeners
from
California School Employees Association
and its Old River Chapter 730
to the
Lakeside Union School District
August 25, 2021

CSEA and its Old River Chapter 730 propose to open the following article(s):

ARTICLE V - HOURS AND OVERTIME

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CSEA and its Chapter 730 propose to modify and possibly add new language to this article.

ARTICLE XI - PAY AND ALLOWANCES

CSEA and its Chapter 730 propose to negotiate a fair and equitable salary increase that complies with State Law regarding minimum wage and recognizes employee commitment and contributions to the Lakeside Union School District.

We will also propose new language in D. Uniforms, in this article

ARTICLE XII – HEALTH AND WELFARE BENEFITS

CSEA and its Chapter 730 propose the district fully pay the maximum contribution of the increased costs for all Health and Welfare benefits for the 2021-2022 school year plan, to each eligible member and any eligible dependents.

We will also propose to add language in the already existing language in this article.

ARTICLE XXIII - CONCLUSION

CSEA and its chapter 730 propose to update/change the language in this article.

All other provisions and articles shall remain the same unless Federal or State laws change.

LSTA

Lakeside/Suburu Teachers Association 7850 White Lane Ste E-192 Bakersfield, CA 93309 lakesidesuburuta@gmail.com

Joseph Andreotti, President Sergio Rodriguez, Vice President Sarah Bell Frank, Treasurer

Date: August 6, 2021

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To: Board of Trustees, Lakeside Union School District

From: Joseph Andreotti, President Lakeside/Suburu Teachers Association

Re: Initial Proposal 2021-22 Collective Bargaining Negotiations

In compliance with Government Code Section 3547 and consistent with Article XIX Section B of the Collective Bargaining Agreement, the Lakeside Teachers Association makes the following sunshine proposal regarding the terms and conditions of employment for the Association's bargaining unit members:

1. Article II Salary and Article III Benefits:

Considering increases in per-pupil funding offered in the Governor's budget, the Association shall provide the district a detailed proposal that continues the shared vision of offering a compensation package for Bargaining Unit Members that helps the district attract and retain a stable teaching force.

The Association withholds the right to open other articles for discussion with the District. If it decides to do so, it will follow Government Code Section 3547.



Lakeside Union School District

TY BRYSON, DISTRICT SUPERINTENDENT



"BUILDING ON EXCELLENCE"

14535 Old River Road, Bakersfield, California 93311 (661) 836-6658 • FAX (661) 836-8059 E-mail tbryson@lakesideusd.org

DATE: September 14, 2021

TO: Members of the General Public

California School Employees Association, Lakeside/Old River Chapter No. 730

FROM: Board of Trustees

Lakeside Union School District

RE: INITIAL REOPENER PROPOSAL OF THE PUBLIC SCHOOL EMPLOYER of the July 1, 2019 - June 30, 2022 Collective Bargaining Agreement BETWEEN Lakeside

Union School District and California School Employees Association, Lakeside/Old

River Chapter No. 730 for the 2021-2022 School Year.

The Board of Trustees in compliance with Government Code Section 3547, makes the following Initial Proposal (Sunshine Proposal) to the California School Employees Association, Lakeside/Old River Chapter No. 730 to reopen the negotiation process pursuant to the 2021-2022 Collective Bargaining Agreement in order to renegotiate the following specific articles:

District's Initial Proposal:

- Article XI (Pay and Allowances) The District intends to propose changes to this article.
- 2. Article XII (Health and Welfare Benefits) The District intends to propose changes to this article.
- 3. The District reserves the right to re-open two additional articles with proper notice.

The District may offer counter-proposals, withdrawal of proposals and/or other changes to proposals that are responsive to discussions that occur during negotiations, or that the District deems necessary in response to changes in education funding or other education requirements.

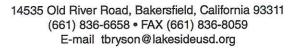
All other provisions of the present Collective Bargaining Agreement are to remain unchanged. The Board and administration look forward to an early and amicable settlement of this round of negotiations



Lakeside Union School District

TY BRYSON, DISTRICT SUPERINTENDENT







DATE:

September 14, 2021

TO:

Members of the General Public

Lakeside/Suburu Teachers Association CTA/NEA

FROM:

Board of Trustees

Lakeside Union School District

RE:

INITIAL REOPENER PROPOSAL of the public school employer for the reopening of the July 1, 2020 - June 30, 2023 Collective Bargaining Agreement between Lakeside Union School District and Lakeside

Teachers Association CTA/NEA for the 2021-2022 school year.

The Board of Trustees in compliance with Government Code Section 3547, makes the following Initial Reopener Proposal (Sunshine Proposal) to the Lakeside Teachers Association to reopen the negotiation process pursuant to the 2017-2020 Collective Bargaining Agreement in order to renegotiate the following specific articles:

District's Initial Proposal:

- Article II (Salary): The District intends to propose changes to this article.
- 2. Article III (Health and Welfare Benefits): The District proposes to continue to remit premiums on behalf of the qualifying members in a manner consistent with and at the level of contribution specified in the current Collective Bargaining Agreement.
- 3. The District reserves the right to reopen additional articles with proper notice.

The District may offer counter-proposals, withdrawal of proposals and/or other changes to proposals that are responsive to discussions that occur during negotiations, or that the District deems necessary in response to changes in education funding or other education requirements.

All other provisions of the Collective Bargaining Agreement are to remain unchanged. The Board and administration look forward to an early and amicable settlement of this round of negotiations.