

LAKESIDE UNION SCHOOL DISTRICT
BOARD OF TRUSTEES
REGULAR MEETING
AGENDA

Suburu School Multi-Purpose Building
7315 Harris Road
Bakersfield, CA 93313

October 10, 2023
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.

A. TOUR OF SUBURU SCHOOL FACILITY BEGINS AT 6:00 P.M.

1. CALL TO ORDER, ROLL CALL AND FLAG SALUTE

BOARD OF TRUSTEES: Mario Buoni(MB) Alan Banducci(AB)
 Tamara Jones(TJ) Russell Robertson(RR)
 Darin Buoni(DB)

2. CONSENT CALENDAR *All the items listed under the Consent Calendar are considered by the 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:*

A. Approve minutes of Regular Meeting of September 12, 2023.

B. Approve September End of Month Payroll - \$843,649.84 and October Mid Month Payroll - \$56,948.32.

Moved Seconded Roll Call Vote: MB AB TJ RR DB
Vote: Yes(Y) No(N) Abstained(A) Absent(AB)

3. HEARING OF STAFF AND/OR CITIZENS *This agenda item is included to allow members of the public 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)*

4. DISCUSSION OR ACTION ITEMS

A. General Control

(1) Report on Williams Settlement Complaints.

B. Curriculum

(1) Adjourn to Public Hearing for Discussion of Sufficiency of Instructional Materials.

(2) Close Public Hearing.

- (3) Approval of Resolution 10102023 – Sufficiency of Instructional Materials for the 2023-2024 School Year.

Moved_____Seconded_____Roll Call Vote:MB___AB___TJ___RR___DB___
Vote: Yes(Y)_____No(N)_____Abstained(A)_____Absent(AB)_____

C. Budget and Finance

- (1) Approval of Agreement for School-Based Immunization Program Independent Contractor Between the County of Kern and the Lakeside Union School District.

Moved_____Seconded_____Roll Call Vote:MB___AB___TJ___RR___DB___
Vote: Yes(Y)_____No(N)_____Abstained(A)_____Absent(AB)_____

- (2) Approval of Infinity Project Attachment #0023-24C Services – Project Administration.

Moved_____Seconded_____Roll Call Vote:MB___AB___TJ___RR___DB___
Vote: Yes(Y)_____No(N)_____Abstained(A)_____Absent(AB)_____

- (3) Approval of Infinity Project Attachment #0023-24C Services – Category Two RFP and E-Rate Application Management Services.

Moved_____Seconded_____Roll Call Vote:MB___AB___TJ___RR___DB___
Vote: Yes(Y)_____No(N)_____Abstained(A)_____Absent(AB)_____

- (4) Discussion and Possible Action to Replace Swamp Coolers on the Lakeside School Gym.

Moved_____Seconded_____Roll Call Vote:MB___AB___TJ___RR___DB___
Vote: Yes(Y)_____No(N)_____Abstained(A)_____Absent(AB)_____

D. Personnel

- (1) Approval to Hire Caleb Prendez, 7 Hour SASI I at Suburu.

Moved_____Seconded_____Roll Call Vote:MB___AB___TJ___RR___DB___
Vote: Yes(Y)_____No(N)_____Abstained(A)_____Absent(AB)_____

- (2) Approval to Hire Fayth Garibay, 6.5 Hour Instructional Aide II at Suburu.

Moved_____Seconded_____Roll Call Vote:MB___AB___TJ___RR___DB___
Vote: Yes(Y)_____No(N)_____Abstained(A)_____Absent(AB)_____

- (3) Approval to Hire Biridiana Morales Carmona, TK Teacher at Lakeside.

Moved_____Seconded_____Roll Call Vote:MB___AB___TJ___RR___DB___
Vote: Yes(Y)_____No(N)_____Abstained(A)_____Absent(AB)_____

- (4) Approval to Hire Amanda Grant, 6.5 Hour Instructional Aide at Suburu.

Moved_____Seconded_____Roll Call Vote:MB___AB___TJ___RR___DB___
Vote: Yes(Y)_____No(N)_____Abstained(A)_____Absent(AB)_____

- (5) Approval to Hire Jeanette Ramirez, 4 Hour Supervision Aide at Lakeside.

Moved _____ Seconded _____ Roll Call Vote: MB _____ AB _____ TJ _____ RR _____ DB _____
Vote: Yes(Y) _____ No(N) _____ Abstained(A) _____ Absent(AB) _____

- (6) Approval to Hire Travis Gaetzman, 7 Hour SASI II at Lakeside.

Moved _____ Seconded _____ Roll Call Vote: MB _____ AB _____ TJ _____ RR _____ DB _____
Vote: Yes(Y) _____ No(N) _____ Abstained(A) _____ Absent(AB) _____

- (7) Hearing and Public Comment of the CSEA Lakeside/Old River Chapter 730 Initial Reopener Proposal to the Lakeside Union School District for the 2023-2024 School Year

- (8) Close Hearing and Public Comment.

- (9) Adoption of the CSEA Lakeside/Old River Chapter 730 Initial Reopener Proposal to the Lakeside Union School District Regarding Collective Bargaining Negotiations for the 2023-2024 School Year.

Moved _____ Seconded _____ Roll Call Vote: MB _____ AB _____ TJ _____ RR _____ DB _____
Vote: Yes(Y) _____ No(N) _____ Abstained(A) _____ Absent(AB) _____

- (10) Public Notice of the Lakeside Union School Districts Initial Reopener Proposal to the CSEA Lakeside/Old River Chapter 730 for the 2023-2024 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.

- (11) Public Notice of the Lakeside Union School District Initial Reopener to the Lakeside/Suburu Teacher Association for the 2023-2024 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.

5. CLOSED SESSION

A. Conference with Labor Negotiators (G.C. 54957.6)

- Employee Organizations: LTA and CSEA
- Labor Negotiators: Ty Bryson

6. OPEN SESSION

7. REPORT OF CLOSED SESSION

8. REPORTS AND CORRESPONDENCE

A. Enrollment Lakeside 874 Suburu 744 Total 1618

B. CSEA

C. CTA

D. Correspondence

E. Board Members Reports *Each Board member may report about various matters involving the District. There will be no Board discussion except to ask questions and refer matters to staff and no action will be taken unless placed on an agenda for a subsequent meeting.*

F. Superintendent's Report

9. ITEMS NOT ON THE AGENDA *Note: The Board is generally prohibited from discussing items, not on the agenda. Under limited circumstances, the Board may discuss and act on items not on the agenda if they involve an emergency affecting the safety of persons or property, or a work stoppage, or if the need to act came to the attention of the District too late to be included on the posted agenda.*

10. ADVANCE PLANNING

A. Future Meeting Dates

(1) Regular Board Meeting – November 14, 2023 at 6:30 p.m. in the Lakeside School Auditorium.

11. ADJOURNMENT

Time: _____

Moved _____ Seconded _____ Roll Call Vote: MB _____ AB _____ TJ _____ RR _____ DB _____
Vote: Yes(Y) _____ No(N) _____ Abstained(A) _____ Absent(AB) _____

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.

LAKESIDE UNION SCHOOL DISTRICT
BOARD OF TRUSTEES
REGULAR BOARD MEETING
MINUTES

Lakeside School Auditorium
14535 Old River Road
Bakersfield, CA 93311

September 12, 2023
6:30 P.M.

A. TOUR OF LAKESIDE SCHOOL FACILITY BEGINS AT 6:00 PM

BOARD MEMBERS PRESENT: Trustees Buoni, Banducci, Jones, Robertson, D. Buoni

BOARD MEMBERS ABSENT:

OTHERS PRESENT: See Attached

1. Call to Order, Flag Salute The regular meeting convened at 6:37 p.m.
2. Consent Agenda Approval of Consent Agenda. Motion by Trustee Buoni, seconded by Trustee D. Buoni. Approved - Trustee Buoni, Trustee Banducci, Trustee Robertson, Trustee Jones, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0. By this action the Board:
 - A. Approved the minutes of Regular Meeting of August 8, 2023 with the change to remove the word installed from the hearing of staff and/or citizens section.
 - B. Approved the minutes of Special Meeting of August 8, 2023.
 - C. Approved the August End of Month Payroll and September Mid Month Payroll.
 - D. Approved Batch #3, #4
3. Hearing of Staff and/or Citizens Mr. Sergio Rodriguez, Jr. voiced his concerns about the Lakeside Campus. Mr. Rodriguez is concerned the air conditioning isn't working at 100%, possible exposed outlets, and internet access in one of the special education rooms. Mr. Rodriguez is concerned cameras are being installed in unnecessary areas on campus instead of where they would be more effective. Mr. Rodriguez is concerned that there is no elective classes started for Jr. High students and that ELD students need more time set aside for them.
4. Discussion or Action Items
 - A. Budget and Finance
 - (1) Approval of KCSOS Agreement #24-82568 – Instructional Media Services Agreement For 2023-2024. Motion by Trustee Jones, seconded by Trustee Buoni. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.

- (2) Approval of KCSOS Agreement #2481453 – MOU Between KCSOS and Lakeside Union School District to Participate in the Community Reading Project (CRP). 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.
- (3) Approval of Resolution 09122023 – Appropriations Gann Limit in the Amount of \$13,652,474.33 for 2022-2023, and \$15,562,761.99 for 2023-2024. Motion by Trustee Buoni, seconded by Trustee D. Buoni. Approved - Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (4) Approval of Budget Unaudited Actuals for the 2022-2023 School Year. 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.
- (5) Approval of Application for Exemption from the Required Expenditures for Classroom Teachers' Salaries. Motion by Trustee Buoni, seconded by Trustee Robertson. Approved - Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.

B. Personnel

- (1) Approval to Hire Ryan Sanchez, 7th Grade Science Teacher at Lakeside. Motion by Trustee Buoni, seconded by Trustee D. Buoni. Approved - Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (2) Approval to Hire Skye Patwell, Kindergarten Teacher at Suburu. 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 Dominic Leyva, 6.5 Hour Instructional Aide at Suburu. Motion by Trustee Buoni, seconded by Trustee Robertson. Approved - Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (4) Approval to Hire Ryan Long, 4 Hour Instructional Aide at Suburu. Motion by Trustee D. Buoni, seconded by Trustee Robertson. Approved - Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (5) Approval to Hire Philip Andberg, 2 Hour Supervision Aide at Suburu. Motion by Trustee D. Buoni, seconded by Trustee Robertson. Approved - Trustee Buoni, Trustee Banducci, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 1. Absent – 0.

- (6) Approval to Hire Martika Cardenas, 5.5 Hour Instructional Aide at Suburu. Motion by Trustee Jones, seconded by Trustee Buoni. Approved - Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (7) Approval to Hire Cecilia Gavino Robles, Kindergarten Teacher at Lakeside. Motion by Trustee Buoni, seconded by Trustee D. Buoni. Approved - Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (8) Approval to Hire LaVonna Grimes, Bus Driver/Utility Workder for the District. 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.
- (9) Approval to Hire Lisa Smith, Utility Worker/Custodian at Suburu. Motion by Trustee Buoni, seconded by Trustee D. Buoni. Approved - Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (10) Approval to Hire Rebecca Rodriguez, 4 Hour Supervision Aide 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.
- (11) Approval to Hire Jeanette Ramirez, 4 Hour Supervision Aide at Lakeside. Motion by Trustee Jones, seconded by Trustee Buoni. Approved - Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (12) Approval to Hire Arjelia Alvarez, 6.5 Hour Instructional Aide II at Suburu. 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.
- (13) Receipt and Public Notice of the CSEA Lakeside/Old River Chapter 730 Initial Reopener Proposal to the Lakeside Union School District for the 2023-2024 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.

C. General Control

- (1) Approval of Revised Lakeside Union School District 2023-2024 Student Attendance Calendar. 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.

5. Closed Session

A. Conference with Labor Negotiators (G.C. 54957.6)

- Employee Organizations: LTA and CSEA

- Labor Negotiators: Ty Bryson

6. Open Session

7. Report of Closed Session None

8. Reports and Correspondence

A. Enrollment Lakeside 878 Suburu 739 Total 1617

B. CSEA None

C. CTA None

D. Correspondence Attorney asked if the district would be interested in signing on to a social media lawsuit.

E. Board Members Report Trustee Jones reported that the county had some personnel changes Causing a delay in the installation of the traffic safety signs.

F. Superintendent Report Mr. Bryson shared that Back to School night at both school sites went well and were well attended. Mr. Bryson meet with Lori Raineri about the annual update and will have a presentation for the board in November. Mr. Bryson also meet with Ordiz Melby and they are looking at what the districts next move should be with all the growth.

9. Items Not on the Agenda None

10. Advance Planning

A. Future Meeting Dates

- (1) Regular Board Meeting at Suburu School Multi-Purpose Building at 6:30 p.m. with a tour of the Suburu Campus beginning at 6:00 pm on October 10, 2023.

8. Adjournment 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.

The meeting was adjourned at 7:38 p.m.

Secretary to the Board

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

District: Lakeside Union School District

Person completing this form: Kimberly Scogin

Title: Business Manager

Quarterly Report Submission Date:
(check one)

- ☒ Oct 1, 2023 (for period Jul 1 – Sep 30)
☐ Jan 1, 2024 (for period Oct – Dec 31)
☐ April 1, 2024 (for period Jan 1 – Mar 31)
☐ July 1, 2024 (for period Apr 1 – Jun 30)

Date for information to be reported publicly at governing board meeting: October 10, 2023

Please check the box that applies:

- ☒ No complaints were filed with any school in the 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- | | |
| Teacher Vacancy or Mis-assignment | -0- | | |
| Facilities Conditions | -0- | | |
| TOTALS | -0- | | |

Ty Bryson

Print Name of District Superintendent

Signature of District Superintendent

RESOLUTION #10102023

Education Code Section 60119

REGARDING SUFFICIENCY OR INSUFFICIENCY OF INSTRUCTIONAL MATERIALS:

Whereas, the governing board of the Lakeside Union School District, in order to comply with the requirements of *Education Code* Section 60119 held a public hearing on October 10, 2023 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 2023/2024 school year, the Lakeside Union School District 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

**AGREEMENT FOR SCHOOL-BASED IMMUNIZATION PROGRAM
INDEPENDENT CONTRACTOR
(County of Kern – Kern County Superintendent of Schools –
Lakeside Union School District)**

THIS AGREEMENT is made and entered into on October 10, 2023, by and between the COUNTY OF KERN ("County"), a political subdivision of the State of California ("State"), as represented by the Public Health Services Department ("Department"), with its principal location at 1800 Mount Vernon Avenue, Bakersfield, California, 93306-3302 and the KERN COUNTY SUPERINTENDENT OF SCHOOLS ("County Office"), a public educational institution, with its principal place of business located at 1300 17th Street, Bakersfield, California, 93301-4504; and the Lakeside Union SCHOOL DISTRICT ("District"), a public school district, with its principal place of business located at 14536 Old River Bakersfield, California, 93311.

WITNESSETH:

WHEREAS:

- (a) Department through the Public Health Officer, is willing to act as the Medical Authority ("Supervising Physician") to the administration of school-based immunizations; and
- (b) County Office is the lead agency for the School-Based Immunization Program ("Program"); and
- (c) Program enables participating school districts to provide immunization to students at school sites.

NOW, THEREFORE, IT IS AGREED between the parties hereto as follows:

- 1. **Term.** This Agreement shall be deemed in force as of the date first above written and shall remain in effect unless terminated as provided for herein.
- 2. **Obligations of County.**
 - County agrees to:
 - A. Provide Vaccine For Children (VFC) and if available County-purchased vaccines to District to administer to District students.
 - B. Provide the necessary policies, procedures, and protocols, and camera-ready forms for duplication for vaccine administering including, but not limited to: Vaccine adverse event reporting forms.
 - C. Coordinate with County Office and District for the continued education necessary to update District nurse(s) on the changes relating to vaccines and possible adverse reactions.
 - D. Review District nurse(s) eligibility and experience and provide training, as determined and scheduled by County, in order to assure District nurse(s) are proficient in vaccine administration.

E. Furnish transport containers necessary for transport of vaccines.

3. **Obligations of County Office.**

County Office shall:

- A. Act as liaison between County and District on all issues associated with implementing Program.
- B. Monitor/Supervise the immunization clinics conducted by District.
- C. Monitor District to ensure its participation and accountability under the conditions outlined within this Agreement.

4. **Obligations of District.**

District agrees to:

- A. Independently schedule and conduct immunization clinics within their district following the policies and procedures established by the Department.
- B. Notify Department designee one month prior to clinic date of the number of doses and type(s) of vaccines needed for each clinic.
- C. Coordinate the pick-up and return of vaccine and transport containers with Department designee.
- D. Complete reporting form regarding the number of doses used after each clinic.
- E. Provide all staff necessary to conduct immunization clinics.
- F. Designate only registered nurses that are properly trained in vaccine administration, policies, procedures, and emergency protocols, and have completed the following trainings with certificates of completion provided to Department designee prior to vaccine administration.
 - a. EZIZ trainings Modules: located at www.eziz.org
 - i. **VFC Program Requirements (32 min.)**
Identify responsibilities of the Vaccine Coordinator;
Identify responsibilities of the Provider of Record;
Comply with California VFC Program requirements.
 - ii. **Vaccine Management Plan (10 min.)**
Review and print the Vaccine Management Plan template.
 - iii. **Storing and Handling Vaccines (25 min.)**
Prepare refrigerators and freezers for vaccine storage;
Store vaccines in refrigerators and freezers;
Safeguard refrigerator and freezer power supplies.
 - iv. **Monitoring Storage Unit Temperatures (20 min.)**
Read and record current, minimum (MIN), and maximum (MAX) temperatures.
 - v. **Conducting a Vaccine Inventory (19 min.)**
Identify vaccine brand name and packaging;
Enter lot numbers, expiration dates,
and total doses on hand on *VFC Inventory Form* for all VFC vaccines.
 - vi. **Preparing Vaccines (25 min.)**
Select vaccines based on physicians' orders;

- Identify expired vaccines;
 - Mix, reconstitute, and draw up vaccines
 - vii. **Administering Vaccines (16 min.)**
 - Identify correct needle lengths, insertion angles, and injection sites for intramuscular (IM) and subcutaneous (SC) injections;
 - Administer IM and SC injections
 - b. You Call the Shots trainings* located at <https://www.cdc.gov/vaccines/ed/youcalltheshots.html>
 - i. Diphtheria, Tetanus, and Pertussis (DTaP)
 - ii. Hepatitis B
 - iii. MMR
 - iv. Polio
 - v. Tetanus, Diphtheria, and Pertussis (Tdap)
 - vi. Varicella
 - vii. Understanding the Basics: General Recommendations on Immunization
 - viii. Vaccines For Children (VFC)
 - ix. Vaccine Storage and Handling
- *select trainings based on vaccine District will be administering.
- G. Furnish all facility space, materials, and supplies necessary to conduct immunization clinics except for items described in section 2.
 - H. Properly containerize waste for disposal.
 - I. Obtain completed parent/guardian consent forms prior to administration of any vaccine.
 - J. Provide Vaccine Information Statement (VIS) Sheet to parent/guardian prior to administration of vaccine with adequate time for parent/guardian to read and ask questions.
 - K. Enter all doses administered into the California Immunization Registry (CAIR2).
 - L. If County-purchased doses are utilized, collect insurance information and provide to County in order for County to recoup the cost of the vaccine by billing the students private insurance.
 - M. Not use any VFC supplied vaccine on students with private insurance.
5. **Compensation.** No party to this Agreement shall be obligated to pay any monetary compensation to the other parties for services provided in this Agreement except by separate purchase order as indicated in section 2.
6. **Designation of Parties/Indemnification.**
- A. County Office and District agree to indemnify, hold harmless, and defend County for any claims and or damages that arise out of the terms of this Agreement that result from the negligent acts or omissions of County Office or District employees.
 - B. It is further agreed that County will indemnify, hold harmless, and defend County Office and District for any claims and/or damages that arise out of the

terms of this Agreement that result from the negligent acts or omissions of County.

- C. County Office and District agree to accept all premises liability for any school-site immunization clinic and agrees to indemnify, hold harmless, and defend County for any legal action that arises as a result of a dangerous condition of premises.
 - D. It is understood that County is considered an independent contractor and its employees are not in any way representatives, agents, employees, or volunteers of County Office and District for the purposes of conducting Program.
 - E. It is understood that employees of County Office and District are independent of County and, therefore, County Office and District employees are not in any way representatives, agents, employees, or volunteers of County for the purposes of conducting Program.
7. **Assignment.** District and County Office shall not assign, sublet, or transfer this Agreement or any part hereof.
8. **Authority to Bind County.** It is understood that County Office and District, in their performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has no authority to bind County to any agreements or undertakings.
9. **Compliance with Law.** The parties to this Agreement shall observe and comply with all applicable County, State, and federal laws, ordinances, rules, and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference.
10. **Confidentiality.** District and County Office shall not, without the written consent of County, communicate confidential information, designated in writing or identified in this Agreement as such, to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that they protect their own confidential information, unless such disclosure is required in response to a validly issued subpoena or other process of law. Upon completion of this Agreement, the provisions of this section shall continue to survive. The parties hereto agree to abide by the Health Insurance Portability and Accountability Act (HIPAA) as applicable and follow confidentiality requirements of 42 CFR Part 2 and other applicable requirements, and to consult and cooperate with one another to assure appropriate and consistent handling of confidential data.
11. **Modifications of Agreement.** This Agreement may be modified in writing only, signed by the parties in interest at the time of the modification.
12. **Nondiscrimination.** Neither District nor County Office, nor any officer, agent, employee, servant, or subcontractor of District or County Office shall discriminate

in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or any other classification protected by law, either directly, indirectly, or through contractual or other arrangements.

13. **Notices.** All notices required or provided for in this Agreement shall be provided to the parties at the following addresses, by personal delivery or deposit in the U.S. Mail, postage prepaid, registered or certified mail, addressed as specified herein below. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received five (5) days after deposit. A party may change the address to which notice is to be given by giving notice as provided above.

Notice to County shall be addressed as follows:

PUBLIC HEALTH SERVICES DEPARTMENT
Attn: Director
Office of the Director, 3rd floor
1800 Mount Vernon Avenue
Bakersfield, CA 93306-3302

Notice to County Office shall be addressed as follows:

KERN COUNTY SUPERINTENDENT OF SCHOOLS OFFICE
Attn: Superintendent
1300 17TH Street
Bakersfield, CA 93301-4533

Notice to District shall be addressed as follows:

Lakeside Union SCHOOL DISTRICT
Attn: Superintendent
14535 Old River Road
Bakersfield, CA 93311

Nothing in this Agreement shall be construed to prevent or render ineffective delivery of notices required or permitted under this Agreement by leaving such notice with the receptionist or other person of like capacity employed in Superintendent's office or District's office, or the receptionist for Kern County Public Health Services Department.

14. **Severability.** Should any part, term, portion, or provision of this Agreement be decided finally to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the parties intended to enter into in the first instance.

15. **Signature Authority.** Each party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.
16. **Sole Agreement.** This document, including the attachments hereto, contains the entire agreement of the parties relating to the services, rights, obligations, and covenants contained herein and assumed by the parties respectively. No inducements, representations, or promises have been made, other than those recited in this Agreement. No oral promise, modification, change, or inducement shall be effective or given any force or effect.
17. **Termination.** Any party may at its election, without cause, terminate this Agreement by written notice. A Notice of Termination will be deemed effective fifteen (15) days after personal delivery, or twenty (20) days after mailing by registered U.S. Mail, postage prepaid. In addition, any party may immediately terminate this Agreement should another party fail to substantially perform in accordance with the terms and conditions of this Agreement through no fault of the party initiating the termination.
18. **Time of Essence.** Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision hereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

(Remainder of this page is intentionally left blank)

IN WITNESS WHEREOF, each party to this Agreement has signed this Agreement upon the date indicated, and agrees, for itself, its employees, officers, partners, and successors, to be fully bound by all terms and conditions of this Agreement.

COUNTY OF KERN

Date: _____

By _____
Chairman, Board of Supervisors
"County"

KERN COUNTY SUPERINTENDENT OF
SCHOOLS

Date: _____

By _____
Authorized Agent
"County Office"

Lakeside Union SCHOOL DISTRICT

Date: _____

By _____
Authorized Agent
Superintendent "District"

APPROVED AS TO CONTENT:
Department of Public Health

Date: _____

By _____
Brynn Carrigan,
Director of Public Health Services

APPROVED AS TO FORM:
Office of the County Counsel

Date: _____

By _____
Gurujodha S. Khalsa, Chief Deputy



Holders Air Conditioning and Heating, Inc.
1140 Black Gold Rd.
Bakersfield, CA 93308
1140 Black Gold Road
Bakersfield, California 93308
(661) 864-1925
License #843535

BILL TO

Lakeside Union School District
14535 Old River Road
Bakersfield, CA 93311 USA

ESTIMATE
45654001

ESTIMATE DATE
Oct 04, 2023

Home Improvement Contract
License #843535

JOB ADDRESS

Lakeside Union School District
14535 Old River Road
Bakersfield, CA 93311 USA

Job: 45507132

Technician: Brylon Holder (T)

DESCRIPTION OF THE PROJECT & DESCRIPTION OF THE SIGNIFICANT MATERIALS TO BE USED & EQUIPMENT TO BE INSTALLED

Replace 4 Swamp Coolers - : SCOPE OF WORK:
Remove and dispose of 4 existing evaporative coolers
Install 4 new evaporative coolers. Model #H2231-2HP-3PH
Connect all electrical on each unit using new junction boxes
Connect all water lines to each unit
Existing stands and duct work will be used
Adjust all units to ensure proper air flow
Adjust floats and pumps to ensure proper water level
Provide all permits

| TASK | DESCRIPTION | QTY | PRICE | TOTAL |
|-------------------|---|------|-------------|-------------|
| Contract Billing | Contract Billing - Install 4 large commercial swamp coolers | 1.00 | \$33,544.48 | \$33,544.48 |
| POTENTIAL SAVINGS | | | | \$0.00 |
| SUB-TOTAL | | | | \$33,544.48 |
| TAX | | | | \$0.00 |
| CONTRACT PRICE | | | | \$33,544.48 |
| EST. FINANCING | | | | \$389.12 |

CONTRACT PRICE: \$33,544.48
APPROXIMATE START DATE: 9/28/2023
APPROXIMATE COMPLETE DATE: 9/29/2023

ANY CHANGES IN THE SCOPE OF WORK OR EXTRA WORK MUST BE CONFIRMED IN WRITING BY BOTH THE CONTRACTOR AND HOMEOWNER IN ADVANCE OF THE WORK COMMENCING. EXTRA WORK OR A CHANGE ORDER IS NOT ENFORCEABLE AGAINST YOU UNLESS THE CHANGE ORDER ALSO IDENTIFIES ALL OF THE FOLLOWING IN WRITING PRIOR TO THE COMMENCEMENT OF ANY WORK COVERED BY THE NEW CHANGE ORDER: THE SCOPE OF WORK ENCOMPASSED BY THE ORDER; (II) THE AMOUNT TO BE ADDED OR SUBTRACTED FROM THE CONTRACT; AND (III) THE EFFECT THE ORDER WILL MAKE IN THE PROGRESS PAYMENTS OR THE COMPLETION DATE. HOWEVER, FAILURE TO COMPLY WITH THE REQUIREMENTS OF THIS PARAGRAPH DOES NOT PRECLUDE THE RECOVERY OF COMPENSATION FOR WORK PERFORMED BASED UPON LEGAL OR EQUITABLE REMEDIES DESIGNED TO PREVENT UNJUST ENRICHMENT.

DOWNPAYMENT

THE DOWN PAYMENT MAY NOT EXCEED \$1,000 OR 10 PERCENT OF THE CONTRACT PRICE, WHICHEVER IS LESS.

THE SCHEDULE OF PROGRESS PAYMENTS MUST SPECIFICALLY DESCRIBE EACH PHASE OF WORK, INCLUDING THE TYPE AND AMOUNT OF WORK OR SERVICES SCHEDULED TO BE SUPPLIED IN EACH PHASE, ALONG WITH THE AMOUNT OF EACH PROPOSED PROGRESS PAYMENT. IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWN PAYMENT.

YOU, THE HOMEOWNER (BUYER) OR TENANT HAVE THE RIGHT TO REQUIRE THE CONTRACTOR TO FURNISH YOU WITH A PERFORMANCE AND PAYMENT BOND, HOWEVER THE CONTRACTOR CAN REQUIRE YOU TO PAY FOR THAT BOND.

INFORMATION ABOUT THE CONTRACTORS STATE LICENSE BOARD (CSLB)

CSLB is the state consumer protection agency that licenses and regulates construction contractors. Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions and civil judgments that are reported to CSLB. Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees.

For more information:

VISIT CSLB's website at www.cslb.ca.gov
CALL CSLB at 1-800-321-CSLB (2752)
WRITE CSLB at P.O. Box 26000, Sacramento, CA 95826

You are entitled to a completely filled in copy of this agreement, signed by both you and the contractor, before any work may be started.



PLC SYSTEM SERVICES

PLC System Services LLC
CA. Lic # 1068471 C-20, C-10
11509 Orchard Park Dr.
Bakersfield, CA 93311
Office Phone: (661) 706-8717

Bill To

Lakeside Union School District
14535 Old River Rd
Bakersfield, CA 93311
Office Phone: 661-836-6658
tbr@lakesideusd.org

Estimate

Estimate Number: E230926674
Estimate Date: 09/26/2023
Payment Terms: Payment 30 days
after invoice date
Estimate Amount: 19,082.62

Site

Lakeside Union School District
7315 Harris Rd
Bakersfield, CA 93313
Office Phone: 661-836-6658
tbr@lakesideusd.org

| Item Name | Quantity | Unit Price | Total |
|--|----------|------------|-----------|
| Furnish And Install This quote is to provide 2 QTY COMMERCIAL SWAMP COOLERS AND 2 CUSTOM ROOF CAPS 18000 CFM SIDEDRAFT 3HP 1SP 3PH FL-3/8 FLOAT KIT CHAMPION INDUSTRIAL 10/12 - 14/21 CABINET 14/21SD CHAMPION COMMERCIAL CABINET SIDEDRAFT 14000-21000 CFM M176C 3 HP 3PH 208/230/460 IND. MOTOR EJ668B 2VP42-1-1/8 EA 3.95 X 1-1/8 SHEAVE 2 GROOVE MOTOR SHEAVE 687, D8350-1-1/8 All work is to be done according to manufacture and industry standards. All work is to be done by licensed and qualified technicians. | 2.00 | 7,981.31 | 15,962.62 |
| Labor | 26.00 | 120.00 | 3,120.00 |
| Exclusions EXCLUSIONS: •Overtime or any labor not detailed in work scope. •Code upgrades. •Repair or warranty of pre-existing equipment or conditions. •Guarantee of existing piping. •Guarantee of existing electrical. •Permits. •Hers testing. •Main Electrical breaker upgrades or wiring. | 1.00 | 0.00 | 0.00 |

- Structural Engineering.
- Framing/Drywall.
- General Sheetmetal.
- Integration of control system.
- Roofing repair,patching, and removal.
- Air Balance.
- Any work not detailed in quote.
- Condensation lines, P.O.C. And Drywells
- Demo
- Raceway, Conduit for control wires or T-Stats

Comments:

Thank you for your business!

Subtotal: \$ 19,082.62

Estimate Amount \$ 19,082.62

Terms & Conditions:

TO OWNER: All work and materials performed by PLC System Services LLC DBA PLC Mechanical Systems are guaranteed to be as specified. All work will be/has been completed in a workmanlike manner according to standard practice of ASHRAE and shall meet the requirements adopted by the local governing jurisdiction. This is a single payment or "lump-sum" construction contract, and all state and/or local sales tax on materials will be/were paid to suppliers/vendors at the time of purchase and are included in this proposal/invoice, unless as otherwise noted above. All agreements are contingent upon strikes, accidents, or delays beyond our control. Owner is to carry fire, tornado, and other necessary insurance. In the event that payment is not made in full, I agree to all full access to reclaim/repossess any installed equipment or materials. PLC System Services DBA PLC Mechanical Systems is a licensed contractor with Contractor State Licensing Board. All contractors are required by law to be licensed and regulated by the Contractor's State License.

Initial Proposal for reopener agreement
from
California School Employees Association
and its Lakeside/Old River Chapter 730
to the
Lakeside Union School District
July 21, 2023

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

ARTICLE XI – PAY AND ALLOWANCES

A. CSEA proposes to increase the classified salary schedule by an amount equal to the funded COLA plus three percent (3%).

Uniforms

D. CSEA proposes the district purchase 6 shirts per year for each employee required to wear uniforms. If a uniform is ruined in the course of work, the district shall replace the shirt but no more than 3 times in one year. The district shall also purchase a jacket/coat for the employees who are required to work in the elements. The jacket/coat shall be replaced every other year, if needed. **This language shall replace the current language regarding uniforms.**

ARTICLE XII – HEALTH AND WELFARE BENEFITS

CSEA proposes the district fully pay the increased costs for all Health and Welfare benefits for the 2023-2024 plan year.



Lakeside Union School District

TY BRYSON, DISTRICT SUPERINTENDENT

"BUILDING ON EXCELLENCE"

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



DATE: October 6, 2023

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, 2022 - June 30, 2025 Collective Bargaining Agreement BETWEEN Lakeside Union School District and California School Employees Association, Lakeside/Old River Chapter No. 730 for the 2023-2024 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 2022-2025 Collective Bargaining Agreement in order to renegotiate the following specific articles:

District's Initial Proposal:

1. **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

"BUILDING ON EXCELLENCE"

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



DATE: October 6, 2023

TO: Members of the General Public
Lakeside 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, 2020 Collective Bargaining Agreement between Lakeside Union School District and Lakeside Teachers Association CTA/NEA for the 2023-2024 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 2020-2023 Collective Bargaining Agreement in order to renegotiate the following specific articles:

District's Initial Proposal:

1. **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. **Article XVII (Agency Fee/Dues Deduction):** The District intends to propose changes to this article.
4. The District reserves the right to reopen one additional article 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.