

LAKESIDE UNION SCHOOL DISTRICT
BOARD OF TRUSTEES
REGULAR MEETING
AGENDA

Lakeside School Auditorium
14535 Old River Road
Bakersfield, CA 93311

November 12, 2024
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.

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. LAKESIDE SCHOOL PRESENTATION.

3. 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 October 8, 2024.
- B. Approve October End of Month Payroll - \$953,764.82 and November Mid Month Payroll of - \$38,202.81.
- C. Approve B-Warrants #5, #6

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

4. 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)*

5. DISCUSSION OR ACTION ITEMS

A. General Control

- (1) Approval of Donald E. Suburu School Comprehensive Safe School Plan for 2024-2025.

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

B. Budget and Finance

- (1) Approval of Change Order # CO-03 from Black/Hall Construction in the Amount of \$5,547.99.

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

- (2) Approval of Agreement with Boys and Girls Club for Special Services 2024-2025 Suburu Winter/Spring Break for the Lakeside Union School District.

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

- (3) Adjourn to Public Hearing for Discussion of the Lakeside Union School Districts School 2024 School Fee Justification Study.

- (4) Close Public Hearing.

- (5) Approval of the Lakeside Union School Districts School 2024 School Fee Justification Study with Koppel and Grueber.

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

- (6) Approval of Resolution #11122024 – Statutory School Fees.

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

- (7) Approval of Agt. #25-184789 – Professional Service Agreement FY 2024-2025 Professional Development.

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

- (8) Approval of Agt. #504214 – Agreement for Utility and Custodial Services.

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

- (9) Discussion and Possible Action on Quotes for Earthwork and Surveying at the MOT Office at Lakeside School.

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

C. Buildings and Grounds

- (1) Approval to Advertise Invitation To Contractors for the California Uniform Public Construction Cost Accounting Act (CUPCCAA).

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

6. CLOSED SESSION

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

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

7. OPEN SESSION

8. REPORT OF CLOSED SESSION

9. DISCUSSION OR ACTION ITEMS

A. Personnel

- (1) Approval of Paid Internship Credential Program MOU with National University.

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

- (2) Discussion and Possible Action on Employee #880 Unpaid Leave Request.

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

- (3) Approval to Hire Hudson Russell, 5.5 Hour Food Service Worker at Lakeside School.

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

- (4) Approval to Hire Alejandra Mosqueda, 1st Grade Teacher at Lakeside School.

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

- (5) Approval to Hire Kristan Dinkins, 6th Grade Teacher at Lakeside School.

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

10. REPORTS AND CORRESPONDENCE

A. Enrollment Lakeside 894 Suburu 810 Total 1704

B. Correspondence

C. CSEA

D. CTA

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 Report

11. 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.*

12. ADVANCE PLANNING

A. Future Meeting Dates

(1) Regular Board Meeting – December 10, 2024 in the Lakeside School Auditorium.

(2) Organizational Meeting – December 17, 2024 at 6:30 p.m. in the Lakeside School Auditorium.

13. 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

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

October 8, 2024
6:30 P.M.

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

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

BOARD MEMBERS ABSENT: Trustee Buoni, Banducci

OTHERS PRESENT: See Attached

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

2. Closed Session

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

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

B. HEARING TO CONSIDER EXPULSION OF A PUPIL OR PUPILS (Education Code Section 48918)

Case Nos. 10082024

Hearing Will Be Held in Closed Session Unless Timely Request for Open Session Received From Pupil. [Board deliberation will be held in closed session and, in the board's discretion, Outside the presence of all parties, with final action taken in open session.]

3. Open Session

4. Report of Closed Session Nothing to report.

A. FINAL ACTION REGARDING EXPULSION OF PUPIL(S) (Education Code Section 48918)

Case Nos. 10082024 No Action Taken

5. Consent Agenda Approval of Consent Agenda. Motion by Trustee Robertson, seconded by Trustee Jones. Approved - Trustee Robertson, Trustee Jones, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 2. By this action the Board:

A. Approved the Minutes of Regular Meeting of September 10, 2024.

B. Approved the Minutes of Special Meeting of September 10, 2024.

C. Approved September End of Month Payroll and October Mid Month Payroll.

D. Approved Batch #3, #4

6. Hearing of Staff and/or Citizens Alicia Salazar feels there was no communication from administration to parents regarding an incident in her students classroom involving a substitute teacher. Kristen Angelo shared with the board how Lakeside Athletics is going, this year they are able to offer Volleyball and Football and all students are able to participate. Sergio Rodriguez thanked the board for allowing field trips, but would like to be able to have more than one field trip per grade level each year. He is preparing for a Zombie Fun Run on October 25th to help raise funds for field trips for students with good grades and behavior.

7. Discussion or Action Items

A. General Control

- (1) Report on Williams Settlement Complaints. None

B. Curriculum

- (1) Adjourn to Public Hearing for Discussion of Sufficiency of Instructional Materials.
- (2) Close Public Hearing.
- (3) Approval of Resolution 10082024 – Sufficiency of Instructional Materials for the 2024-2025 School Year. Motion by Trustee Robertson, seconded by Trustee Jones. Approved - Trustee Robertson, Trustee Jones, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 2.

C. Budget and Finance

- (1) Approval of KCSOS MOU Agreement #24-134857 – AVID Consortium Transfer of Funds Agreement. Motion by Trustee Jones, seconded by Trustee Robertson. Approved – Trustee Robertson, Trustee Jones, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 2.
- (2) Approval of Proposition 28: Arts and Music in Schools Funding Annual Report Fiscal Year 2023-2024. Motion by Trustee Jones, seconded by Trustee Robertson. Approved – Trustee Robertson, Trustee Jones, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 2.
- (3) Approval of Estimate from Maranatha Ace Hardware, INC. for Two (2) Ride on Zero Turn STIHL Mowers. Motion by Trustee Robertson, seconded by Trustee Jones. Approved – Trustee Robertson, Trustee Jones, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 2.
- (4) Approval of KCSOS Agreement #25-172745 – Division of Special Education and Kern County Consortium SELPA Participating Districts. Motion by Trustee Robertson, seconded by Trustee Jones. Approved – Trustee Robertson, Trustee Jones, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 2.

- (5) Approval of Project Extension of the 0023-24C.1 Structured Cabling Project. Motion by Trustee Jones, seconded by Trustee Robertson. Approved – Trustee Robertson, Trustee Jones, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 2.
- (6) Approval of Estimate from Maranatha Ace Hardware, INC. for Two (2) Line Trimmers Motion by Trustee Jones, seconded by Trustee Jones. Approved – Trustee Robertson, Trustee Jones, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 2.
- (7) Approval of Estimate from Maranatha Ace Hardware, INC. for Two (2) Backpack Blowers. Motion by Trustee Robertson, seconded by Trustee Jones. Approved – Trustee Robertson, Trustee Jones, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 2.
- (8) Discussion and Possible Action on Estimate for Painting the Wrought Iron Fence Along Old River Road. Motion by Trustee Robertson to use Whitestone Industries, seconded by Trustee Jones. Approved – Trustee Robertson, Trustee Jones, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 2.
- (9) Discussion and Possible Action on Estimate for Painting the Existing Portables Buildings and Ramps at Lakeside School. Motion by Trustee Robertson to use Whitestone Industries, seconded by Trustee Jones. Approved – Trustee Robertson, Trustee Jones, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 2.

D. Personnel

- (1) Approval to Hire Christina Smith, 5.5 Hour Instructional Aide at Suburu. Motion by Trustee Robertson, seconded by Trustee Jones. Approved - Trustee Robertson, Trustee Jones, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 2.
- (2) Approval to Hire Cinthia Black, 6.5 Hour Instructional Aide at Suburu. Motion by Trustee Jones, seconded by Trustee Robertson. Approved - Trustee Robertson, Trustee Jones, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 2.

8. Reports and Correspondence

- A. Enrollment Lakeside 896 Suburu 813 Total 1709
- B. CSEA None
- C. CTA Sergio Rodriguez and Laura Moore said Joseph Andreotti shared a spreadsheet with the board that showed the districts certificated salary schedule ranked 21st out of 36 schools. They hope the board will consider looking at the salary increase they are requesting. They feel it is reasonable. They would also like to please ask the board to consider Field trips.
- D. Correspondence – None
- E. Board Members Report None
- F. Superintendent Report Mr. Bryson shared that the cabinets in the new portables are delayed and that the architect reached out to the company with a firm email explaining why we need to stay on schedule.

9. Items Not on the Agenda None

10. Advance Planning

A. Future Meeting Dates

- (1) Regular Board Meeting at Lakeside School Auditorium at 6:30 p.m. on November 12, 2024.
- (2) Regular Board Meeting at Lakeside School Auditorium at 6:30 p.m. on December 10, 2024.
- (1) Organizational Board Meeting – (Must be between December 13, 2024 – December 27, 2024).

11. Adjournment Motion by Trustee Jones, seconded by Trustee Robertson. Approved - Trustee Robertson, Trustee Jones, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 2.

The meeting was adjourned at 7:24 p.m.

Secretary to the Board

KERN COUNTY SUPERINTENDENT OF SCHOOLS
COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 11/06/2024

DISTRICT: 040 LAKESIDE UNION SCHOOL DISTRICT
BATCH: 0005 PAYMENTS
FUND : 01 GENERAL FUND

WARRANT	VENDOR/ADDR	NAME (REMIT)
	REQ#	REFERENCE

DEPOSIT TYPE	ABA NUM	ACCOUNT NUM
SSO-GOAL-FUNC-STE-T2-TY3-TYP4		DESCRIPTION

90126421 000606/

99 EFT

PV-250199	01-8150-0-4300.00-0000-8100-000-00-0000-0000	1049492
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179.79
\$179.79

45068933 002365/ ADVANCED DATA STORAGE

PV-250200	01-0000-0-5800.00-0000-2700-001-00-000-0000	0192843
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55.64

01-0000-0-5800.00-0000-2700-001-00-000-0000 0191299

35.65

01-0000-0-5800.00-0000-2700-002-00-000-0000	0193117
WARRANT TOTAL	

35.65
\$126.94

45068934 002157/
AERIES

250057 PO-250057 1. 01-0000-0-5200.00-0000-2700-001-00-000-0000 CONF-25838

1,167.00
\$1,167.00

45068935 001853/ AMAZON CAPITAL SERVICES

PV-250202

1MCF-99TX-G9FT

143.46

01-0000-0-4300.00-0000-2700-002-00-000-0000

760.99

01-0000-0-4300.00-0000-2700-002-00-000-0000

103.89

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KERN COUNTY SUPERINTENDENT OF SCHOOLS
COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 11/06/2024

DISTRICT: 040 LAKESIDE UNION SCHOOL DISTRICT
BATCH: 0005 PAYMENTS
FUND : 01 GENERAL FUND

WARRANT	VENDOR/ADDR	NAME (REMIT)	REQ#	REFERENCE LN	FD-RESC-Y-OBJT	SO-GOAL-FUNC	STE-T2-TY3	ABA NUM	ACCOUNT NUM	DESCRIPTION	AMOUNT
45068936	000340/	AT&T									
	PV-250204				01-0000-0-5900.00-0000-7200-000-000-0000					22491090	180.68
					01-0000-0-5900.00-0000-7200-000-000-0000					22477111	411.88
					01-0000-0-5900.00-0000-7200-000-000-0000					22476944	220.80
					01-0000-0-5900.00-0000-7200-000-000-0000					22477017	193.23
					01-0000-0-5900.00-0000-7200-000-000-0000					22343470	2.34
					01-0000-0-5900.00-0000-7200-000-000-0000					22329333	205.94
					01-0000-0-5900.00-0000-7200-000-000-0000					22329166	77.08
					01-0000-0-5900.00-0000-7200-000-000-0000					22329239	89.36
					01-0000-0-5900.00-0000-7200-000-000-0000					22395193	42.08
					01-0000-0-5900.00-0000-7200-000-000-0000					22395192	3.71
					01-0000-0-5900.00-0000-7200-000-000-0000					22395195	287.33
					01-0000-0-5900.00-0000-7200-000-000-0000					22395245	1,049.12
										WARRANT TOTAL	\$2,763.55
45068937	201800/	AT&T ETHERNET									
	PV-250203				01-0000-0-5900.00-0000-7200-000-000-0000					ETHERNET	96.50
										WARRANT TOTAL	\$96.50
45068938	002151/	BENCHMARK EDUCATION COMPANY									
	250058	PO-250058	1.	01-0000-0-4200.00-1110-1000-000-00-131-0000						549873	500.00
	250059	PO-250059	1.	01-0000-0-4200.00-1110-1000-000-00-131-0000						549875	7,450.00
										WARRANT TOTAL	\$7,950.00
45068939	002538/	BRADY INDUSTRIES									
	PV-250205				01-8150-0-4300.00-0000-8100-000-000-0000					9406943	160.55
					01-8150-0-4300.00-0000-8100-000-000-0000					9297278	194.52
					01-8150-0-4300.00-0000-8100-000-000-0000					9307429	69.43
					01-8150-0-4300.00-0000-8100-000-000-0000					9275958	277.01

WARRANT	VENDOR/ADDR	NAME (REMIT)	LN	FD-RESC-Y-OBJT.	SO-GOAL-FUNC-STE-T2-TY3-TYP4	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	DESCRIPTION	AMOUNT
45068940	000366/			01-8150-0-4300.00-0000-8100-000-00-000-0000			9275957			54.50
				01-8150-0-4300.00-0000-8100-000-00-000-0000			9286290		57.57	
				01-8150-0-4300.00-0000-8100-000-00-000-0000			9284322		930.66	
				01-8150-0-4300.00-0000-8100-000-00-000-0000			9376354		281.19	
				01-8150-0-4300.00-0000-8100-000-00-000-0000			9370934		619.73	
				01-8150-0-4300.00-0000-8100-000-00-000-0000			9378887		757.98	
				01-8150-0-4300.00-0000-8100-000-00-000-0000			9378886		1,282.76	
				01-8150-0-4300.00-0000-8100-000-00-000-0000			9378885		213.80	
				01-8150-0-4300.00-0000-8100-000-00-000-0000			9343877		166.27	
				01-8150-0-4300.00-0000-8100-000-00-000-0000			9356574		465.70	
45068941	000735/			01-8150-0-4300.00-0000-8100-000-00-000-0000			9346907		6,057.83	
				01-8150-0-4300.00-0000-8100-000-00-000-0000			9346908		509.34	
				01-8150-0-4300.00-0000-8100-000-00-000-0000			9332542		47.61	
				01-8150-0-4300.00-0000-8100-000-00-000-0000			9332543		1,961.64	
				WARRANT TOTAL					\$14,108.09	
45068942	002621/			01-8150-0-5800.00-0000-8100-002-00-000-0000			900018302		941.45	
				WARRANT TOTAL					\$941.45	
				01-0000-0-5300.00-0000-7100-000-00-000-0000			300003524		559.00	
45068943	000132/			01-0000-0-5200.00-1110-1000-001-00-000-0000			KCMC-6		275.00	
				WARRANT TOTAL					\$275.00	
				01-0000-0-5500.00-0000-8100-002-00-000-0000			WATER		7.56	

KERN COUNTY SUPERINTENDENT OF SCHOOLS
COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 11/06/2024

DISTRICT: 040 LAKESIDE UNION SCHOOL DISTRICT
BATCH: 0005 PAYMENTS
FUND : 01 GENERAL FUND

WARRANT REQ#	VENDOR/ADDR NAME (REMIT) REFERENCE LN	FD-RESC-Y-OBJT. SO-GOAL-FUNC-STE-T2-TY3-TYP4	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT
45068944	002360/ CESAR LUNA	01-0000-0-5500.00-0000-8100-002-00-000-0000	WARRANT TOTAL		WATER	3,178.50 \$3,186.06
45068945	000381/ PV-250233 CHAMPION HARDWARE	01-0000-0-5200.00-0000-8100-000-00-000-0000	WARRANT TOTAL		OCTOBER MILEAGE	9.38 \$9.38
90126422	002205/ PV-250211 CINTAS CORPORATION	01-8150-0-5800.00-0000-8100-001-00-000-0000		161009		571.22
		01-8150-0-5800.00-0000-8100-001-00-000-0000	WARRANT TOTAL	161005		763.89 \$1,335.11
			99 EFT			
		01-8150-0-4300.00-0000-8100-000-00-000-0000		4210258052		201.19
		01-8150-0-4300.00-0000-8100-000-00-000-0000		4210136788		90.73
		01-8150-0-4300.00-0000-8100-000-00-000-0000		4207886285		90.73
		01-8150-0-4300.00-0000-8100-000-00-000-0000		4205892808		172.30
		01-8150-0-4300.00-0000-8100-000-00-000-0000		4206651488		196.26
		01-8150-0-4300.00-0000-8100-000-00-000-0000		4206440162		90.73
		01-8150-0-4300.00-0000-8100-000-00-000-0000		4207155726		90.73
		01-8150-0-4300.00-0000-8100-000-00-000-0000		4208083725		196.26
		01-8150-0-4300.00-0000-8100-000-00-000-0000		4208609493		90.73
		01-8150-0-4300.00-0000-8100-000-00-000-0000	WARRANT TOTAL	4209331449		90.73 \$1,310.39
45068946	000385/ CITY OF BAKERSFIELD	01-0000-0-5500.00-0000-8100-002-00-000-0000		147056		1,943.18
		01-0000-0-5500.00-0000-8100-002-00-000-0000	WARRANT TOTAL		TRASH/SEWER	457.79 \$2,400.97
45068947	002447/ COMPREHENSIVE DRUG TESTING	01-0000-0-5800.00-0000-3600-000-00-000-0000		60022		240.00

DISTRICT: 040 LAKESIDE UNION SCHOOL DISTRICT
BATCH: 0005 PAYMENTS
FUND : 01 GENERAL FUND

WARRANT	VENDOR/ADDR	NAME (REMIT)	REQ#	REFERENCE LN	FD-RESC-Y-OBJT	SO-GOAL-FUNC	STE-T2-TY3-TYP4	ABA NUM	ACCOUNT NUM	DESCRIPTION	AMOUNT
45068948	800877/	Coole School									\$240.00
	250037	PO-250037		1.	01-0000-0-4300.00-1110-1000-000-00-113-0000				CS-23682		
											3,641.83
											\$3,641.83
45068949	102726/	DARRELL HOWARD									
		PV-250232		01-0000-0-5200.00-0000-8100-000-00-000-0000					AUGUST MILEAGE		70.35
				01-0000-0-5200.00-0000-8100-000-00-000-0000					OCTOBER MILEAGE		60.97
											\$131.32
45068950	000411/	DEMCO INC.									
		PV-250217		01-0000-0-4300.00-1110-1000-001-00-000-0000					7534485		235.62
											\$235.62
45068951	001822/	DEPARTMENT OF INDUSTRIAL									
		PV-250218		01-0000-0-5800.00-0000-8100-002-00-000-0000					1716131		125.00
											\$125.00
45068952	000307/	DEPARTMENT OF JUSTICE									
		PV-250219		01-0000-0-5800.00-0000-7200-000-00-000-0000					766669		273.00
											\$273.00
45068953	002620/	DESTINY ROCHA									
		PV-250222		01-0000-0-9510.02-0000-0000-000-00-000-0000					LOST WARRANT		280.12
											\$280.12
45068954	001104/	ELAN FINANCIAL SERVICES									
		PV-250225		01-0000-0-4300.00-0000-2700-001-00-000-0000					PARKING LOT SIGNS		534.91
				01-0000-0-5200.00-0000-7200-000-00-000-0000					ACSA		949.00
				01-0000-0-5800.00-0000-7200-000-00-000-0000					QUICKEN, ZOOM, ADOBE, FEES		483.01
											\$1,966.92
90126423	001178/	INC EWING IRRIGATION PRODUCTS	99	EFT							
		PV-250221		01-8150-0-4300.00-0000-8100-000-00-000-0000					23736044		1,558.38
				01-8150-0-4300.00-0000-8100-000-00-000-0000					23532223		139.64

KERN COUNTY SUPERINTENDENT OF SCHOOLS
COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 11/06/2024

DISTRICT: 040 LAKESIDE UNION SCHOOL DISTRICT
BATCH: 0005 PAYMENTS
FUND : 01 GENERAL FUND

WARRANT REQ#	VENDOR/ADDR NAME (REMIT) REFERENCE LN	FD-RESC-Y-OBJT. SO-GOAL-FUNC-SITE-T2-TY3-TYP4	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT
45068955	001026/					\$1,698.02
	FERGUSON ENTERPRISES					
	PV-250223	01-8150-0-4300.00-0000-8100-00-000-0000		5495396		55.47
		01-8150-0-4300.00-0000-8100-00-000-0000		5495340		619.31
		01-8150-0-4300.00-0000-8100-00-000-0000		5475615		299.37
		01-8150-0-4300.00-0000-8100-00-000-0000		5466375		35.63
		WARRANT TOTAL				\$1,009.78
45068956	002440/					
	FRANCISCO ZAMORA					
	PV-250224	01-6500-0-5200.00-5770-1110-002-00-000-0000		AUGUST MILEAGE		110.55
		01-6500-0-5200.00-5770-1110-002-00-000-0000		SEPTEMBER MILEAGE		201.00
		WARRANT TOTAL				\$311.55
45068957	002485/					
	GO TO COMMUNICATIONS					
	PV-250229	01-0000-0-5900.00-0000-7200-000-00-000-0000		IN7103345907		2,962.37
		01-0000-0-5900.00-0000-7200-000-00-000-0000		IN7103297148		116.26
		WARRANT TOTAL				\$3,078.63
45068958	001607/					
	GOLDEN EMPIRE FLEET SERVICE					
	PV-250226	01-0000-0-5800.00-0000-3600-000-00-000-0000		87480		808.42
		01-0000-0-5800.00-0000-3600-000-00-000-0000		87229		3,220.68
		01-0000-0-5800.00-0000-3600-000-00-000-0000		87225		632.14
		01-0000-0-5800.00-0000-3600-000-00-000-0000		87224		547.62
		01-0000-0-5800.00-0000-3600-000-00-000-0000		87529		340.55
		01-0000-0-5800.00-0000-3600-000-00-000-0000		87528		422.08
		01-0000-0-5800.00-0000-3600-000-00-000-0000		87311		642.78
		WARRANT TOTAL				\$6,614.27
45068959	000515/					
	GOPHER SPORT					
	PV-250227	01-3010-0-4300.00-1110-1000-001-00-000-0000		IN406078		1,804.48

DISTRICT: 040 LAKESIDE UNION SCHOOL DISTRICT
BATCH: 0005 PAYMENTS
FUND : 01 GENERAL FUND

WARRANT	VENDOR/ADDR	NAME (REMIT)	REQ#	REFERENCE LN	FD-RESC-Y-OBJT	DEPOSIT TYPE	SO-GOAL-FUNC-STE-T2-TY3-TYP4	ABA NUM	ACCOUNT NUM	DESCRIPTION	AMOUNT
45068960	001038/	GORDON SERVICES			01-3010-0-4300.00-1110-1000-002-00-000-0000	WARRANT TOTAL		IN406066			3,826.42 \$5,630.90
45068961	002363/	GREENFIELD UNION SCHOOL DIST			01-0000-0-5800.00-0000-2700-002-00-000-0000			6105			2,755.40
		PV-250228			01-0000-0-5800.00-0000-2700-002-00-000-0000	WARRANT TOTAL		6083			2,396.00 \$5,151.40
45068962	002422/	HEATHER SARTI			01-0000-0-5800.00-1110-1000-000-000-0000	WARRANT TOTAL		250010			300.00 \$300.00
90126424	000174/	IMAGE 2000			01-0000-0-5200.00-0000-2700-002-00-000-0000	WARRANT TOTAL		SEPTEMBER MILEAGE			71.37 \$71.37
		PV-250234			01-0000-0-4300.00-1110-1000-001-00-000-0000			720004			860.05
		PV-250235			01-0000-0-4300.00-1110-1000-001-00-000-0000			720610			1,485.32
					01-0000-0-4300.00-1110-1000-002-00-000-0000	WARRANT TOTAL		723393			1,159.36 \$3,504.73
45068963	002513/	INDUSTRIAL SHOEWORKS			01-0000-0-4300.00-0000-3600-000-00-000-0000			SANDRA MEDINA			100.00
		PV-250236			01-0000-0-4300.00-0000-3600-000-00-000-0000			BLANCA RODRIGUEZ			100.00
					01-0000-0-4300.00-0000-3600-000-00-000-0000			BERENICE ORTEGA			100.00
					01-0000-0-4300.00-0000-8100-001-00-000-0000			CESAR LUNA			125.00
					01-0000-0-4300.00-0000-8100-001-00-000-0000			KEVIN COPELAND			100.00
					01-0000-0-4300.00-0000-8100-001-00-000-0000			MEGAN SMITH			100.00
					01-0000-0-4300.00-0000-8100-001-00-000-0000			NORA ZAVALA GASPAR			100.00
					01-0000-0-4300.00-0000-8100-002-00-000-0000			ELLE TAYLOR			81.19

KERN COUNTY SUPERINTENDENT OF SCHOOLS
COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 11/06/2024

DISTRICT: 040 LAKESIDE UNION SCHOOL DISTRICT
BATCH: 0005 PAYMENTS
FUND : 01 GENERAL FUND

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE	LN	FD-RESC-Y-OBJT.	SO-GOAL-FUNC-STE-T2-TY3-TYP4	ABA NUM DESCRIPTION	ACCOUNT NUM	AMOUNT
45068970	000660/	M&S SECURITY SERVICES						
		PV-250245		01-0000-0-5800.00-0000-8100-001-00-000-0000		114058		20.00
				01-0000-0-5800.00-0000-8100-001-00-000-0000		114860		600.00
				WARRANT TOTAL				\$620.00
45068971	000801/	MCGRAW-HILL						
		PV-250243		01-1100-0-4100.00-1110-1000-001-00-000-0000		PO 250035		6,217.70
				WARRANT TOTAL				\$6,217.70
45068972	000115/	MCMOR CHLORINATION						
		PV-250244		01-8150-0-5800.00-0000-8100-001-00-000-0000		25660		983.20
				WARRANT TOTAL				\$983.20
45068973	002517/	N2Y						
	250056	PO-250056	1.	01-6500-0-4300.00-5001-1120-001-00-000-0000		INV-1087755		424.98
				WARRANT TOTAL				\$424.98
45068974	800936/	NASCO						
		PV-250247		01-0000-0-4300.00-1110-1000-001-00-000-0000		655226		233.82
				WARRANT TOTAL				\$233.82
45068975	000726/	INC NCS PEARSON						
		PV-250248		01-6500-0-4300.00-5001-1120-001-00-000-0000		26997587		592.76
				WARRANT TOTAL				\$592.76
45068976	800725/	Napa Auto & Truck Parts/Orange						
		PV-250246		01-0000-0-4300.00-0000-3600-000-00-000-0000		21387		341.42
				01-0000-0-4300.00-0000-3600-000-00-000-0000		21407		11.34
				01-0000-0-4300.00-0000-3600-000-00-000-0000		21314		42.22
				01-0000-0-4300.00-0000-3600-000-00-000-0000		20544		256.07
				WARRANT TOTAL				\$651.05
90126426	002234/	OPEN & SHUT ENTERPRISES		99 EFT				
		PV-250215		01-8150-0-5800.00-0000-8100-001-00-000-0000		107043		635.58
				WARRANT TOTAL				\$635.58

DISTRICT: 040 LAKESIDE UNION SCHOOL DISTRICT
BATCH: 0005 PAYMENTS
FUND : 01 GENERAL FUND

WARRANT	VENDOR/ADDR	NAME (REMIT)	REQ#	REFERENCE LN	FD-RESC-Y-OBJT	SO-GOAL-FUNC	STE-T2-TY3-TYP4	ABA NUM	ACCOUNT NUM	DESCRIPTION	AMOUNT
45068977	000061/	P G & E									
	PV-250250				01-0000-0-5500.00-0000-8100-001-00-000-00000					LAKESIDE GAS	131.33
					01-0000-0-5500.00-0000-8100-001-00-000-00000					LAKESIDE POWER	27,049.53
					01-0000-0-5500.00-0000-8100-002-00-000-00000					SUBURU POWER	30,175.36
					01-0000-0-5500.00-0000-8100-002-00-000-00000					SUBURU GAS	30.31
					WARRANT TOTAL						\$57,386.53
45068978	002169/	PEST BUSTER									
	PV-250249				01-8150-0-5500.00-0000-8100-000-00-000-00000					15510	100.00
					01-8150-0-5500.00-0000-8100-000-00-000-00000					15593	900.00
					WARRANT TOTAL						\$1,000.00
45068979	000164/	PITNEY BOWES									
	PV-250252				01-0000-0-5900.00-0000-7200-000-00-122-00000					3106879650	314.26
					WARRANT TOTAL						\$314.26
45068980	000463/	PITNEY BOWES - PURCHASE POWER									
	PV-250251				01-0000-0-5900.00-0000-7200-000-00-122-00000					POSTAGE	6.08
					WARRANT TOTAL						\$6.08
45068981	002160/	PLC HEATING & AIR									
	PV-250253				01-8150-0-5800.00-0000-8100-001-00-000-00000					I240918192	240.00
					01-8150-0-5800.00-0000-8100-002-00-000-00000					I241014252	985.00
					WARRANT TOTAL						\$1,225.00
45068982	000173/	PRICE DISPOSAL INC.									
	PV-250254				01-8150-0-5500.00-0000-8100-000-00-000-00000					N4855106882	1,267.56
					WARRANT TOTAL						\$1,267.56
45068983	002372/	RIVERSIDE INSIGHTS									
	PV-250255				01-6500-0-4300.00-5770-3120-000-00-000-00000					INV222814	638.28
					WARRANT TOTAL						\$638.28
45068984	002013/	RONDA SZOLEK									
	PV-250256				01-0000-0-5200.00-0000-2700-002-00-000-00000					OCTOBER MILEAGE	26.20

WARRANT	VENDOR/ADDR	NAME (REMIT)	REQ#	REFERENCE	LN	FD-RESC-Y-OBJT.	SO-GOAL-FUNC-STE-T2-TY3-TYP4	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	DESCRIPTION	AMOUNT
45068985	002622/	SAMANATH RAMIREZ										
		PV-250258				01-0000-0-9510.02-0000-0000-00-000-0000					LOST WARRANT	179.91
												\$179.91
45068986	000225/	SCHOLASTIC INC										
		250017				01-0000-0-4200.00-1110-1000-00-112-0000					M7532661	455.40
		PV-250259				01-1100-0-4200.00-1110-1000-001-00-000-0000					M7544872	477.84
						01-1100-0-4200.00-1110-1000-002-00-000-0000					M7532661	303.60
												\$1,236.84
90126427	000731/	SCHOOL NURSE SUPPLY INC.						99 EFT				
		PV-250261				01-0000-0-4300.00-0000-3140-000-00-123-0000					1026225-IN	67.73
												\$67.73
45068987	002544/	SILVAS OIL COMPANY										
		PV-250262				01-0000-0-5800.00-0000-3600-000-00-000-0000					582813	2,760.74
						01-0000-0-5800.00-0000-3600-000-00-000-0000					583253	2,655.05
						01-0000-0-5800.00-0000-3600-000-00-000-0000					583688	2,939.89
												\$8,355.68
45068988	002437/	STAPLES										
		PV-250257				01-0000-0-4300.00-1110-1000-001-00-000-0000					ACCOUNT #4654634682	3,558.66
						01-0000-0-4300.00-1110-1000-002-00-000-0000					ACCOUNT #4654634682	3,562.17
												\$7,120.83
45068989	002547/	STAR ELECTRIC										
		PV-250263				01-8150-0-5800.00-0000-8100-001-00-000-0000					83445	733.74
												\$733.74
45068990	002586/	INC. TELESPEECH THERAPY										
		PV-250265				01-0000-0-5800.00-5001-3150-000-00-134-0000					774	5,197.50
						01-0000-0-5800.00-5001-3150-000-00-134-0000					782	18,480.00

WARRANT TOTAL

\$26.20

DISTRICT: 040 LAKESIDE UNION SCHOOL DISTRICT
BATCH: 0005 PAYMENTS
FUND : 01 GENERAL FUND

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE	LN	FD-RESC-Y-OBJT-SO-GOAL-FUNC-STE-T2-TY3-TYP4	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	DESCRIPTION	AMOUNT
45068991	001891/	TOP DOG SWIMMING POOL		01-0000-0-5800.00-5001-3150-000-00-134-0000		786			23,100.00
				01-6500-0-5800.00-5001-3150-000-00-000-0000		774		5,197.50	
				01-6500-0-5800.00-5001-3150-000-00-000-0000		782		18,480.00	
				01-6500-0-5800.00-5001-3150-000-00-000-0000		786		23,100.00	
				WARRANT TOTAL				\$93,555.00	
45068992	001893/	UNIVERSITY OF OREGON		01-0000-0-4300.00-0000-8100-001-00-138-0000		119741		127.50	
				01-0000-0-4300.00-0000-8100-001-00-138-0000		119698		387.65	
				WARRANT TOTAL				\$515.15	
45068993	000454/	VERIZON WIRELESS		01-0000-0-5800.00-0000-2700-001-00-000-0000		INV00078365		50.00	
				WARRANT TOTAL				\$50.00	
90126428	002193/	VERNON C. SORENSON MD		01-0000-0-5900.00-0000-7200-000-00-000-0000		9976769139		782.55	
				WARRANT TOTAL				\$782.55	
				99 EFT					
				01-0000-0-5800.00-0000-3600-000-00-000-0000		00558219		40.00	
				01-0000-0-5800.00-0000-3600-000-00-000-0000		00558302		15.00	
45068994	002164/	VIA HEART PROJECT		01-0000-0-5800.00-0000-3600-000-00-000-0000		00560106		40.00	
				01-0000-0-5800.00-0000-3600-000-00-000-0000		00560190		15.00	
				WARRANT TOTAL				\$110.00	
				01-0000-0-5800.00-0000-2700-001-00-000-0000		5238		700.00	
				01-0000-0-5800.00-0000-2700-002-00-000-0000		5238		700.00	
45068995	002480/	WELLS FARGO VENDOR FINANCIAL		WARRANT TOTAL				\$1,400.00	
				01-0000-0-5600.00-0000-2700-001-00-000-0000		5031862594		1,664.03	

WARRANT	VENDOR/ADDR	NAME (REMIT)	REQ#	REFERENCE	LN	FD-RESC-Y-OBJT	SO-GOAL-FUNC-STE-T2-TY3-TYP4	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	DESCRIPTION	AMOUNT
45068997	001326/	TAFT CITY SCHOOL DISTRICT										
		PV-250264				13-5310-0-4700.00-0000-3700-000-000-0000-0000			134	-	SUBURU BREAK/LUNCH	44,957.66
						13-5310-0-4700.00-0000-3700-001-00-000-0000-0000			133	-	LAKESIDE BREAK/LUNCH	53,203.12
						WARRANT TOTAL						\$98,160.78
***	FUND	TOTALS ***				TOTAL NUMBER OF CHECKS:	1				TOTAL AMOUNT OF CHECKS:	\$98,160.78*
						TOTAL ACH GENERATED:	0				TOTAL AMOUNT OF ACH:	\$0.00*
						TOTAL EFT GENERATED:	0				TOTAL AMOUNT OF EFT:	\$0.00*
						TOTAL PAYMENTS:	1				TOTAL AMOUNT:	\$98,160.78*

DISTRICT: 040 LAKESIDE UNION SCHOOL DISTRICT
BATCH: 0005 PAYMENTS
FUND : 21 BUILDING FUND - BOND PRO

WARRANT	VENDOR/ADDR	NAME (REMIT)	REQ#	REFERENCE
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AMOUNT	DESCRIPTION
45068998	ADVANCE COMMUNICATIONS
001836/	

21-0000-0-5800.00-0000-8100-001-00-000-0000	29137	492.25
21-0000-0-5800.00-0000-8100-001-00-000-0000	29070	7,446.53
21-0000-0-5800.00-0000-8100-002-00-000-0000	29088	1,329.90
WARRANT TOTAL		4

*** FUND	TOTALS ***	TOTAL NUMBER OF CHECKS:	1	TOTAL AMOUNT OF CHECKS:
		TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:
		TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:
		TOTAL PAYMENTS:	1	TOTAL AMOUNT:

KERN COUNTY SUPERINTENDENT OF SCHOOLS
COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 11/06/2024

DISTRICT: 040 LAKESIDE UNION SCHOOL DISTRICT
BATCH: 0005 PAYMENTS
FUND : 25 CAPITAL FACILITIES FUND

WARRANT 45068999	VENDOR/ADDR 002617/	REQ#	NAME (REMIT) REFERENCE LN	FD-RESC-Y-OBJT	SO-GOAL-FUNC-STE	T2-TY3-TYP4	DESCRIPTION	ABA NUM	ACCOUNT NUM	AMOUNT
			BLACK / HALL CONSTRUCTION							
			PV-250207	25-0000-0-5800	00-0000-8500-001-00-000-0000		APPLICATION #2			398,914.41
							WARRANT TOTAL			\$398,914.41
45069000	000195/		LLC CLASS LEASING							
			PV-250214	25-0000-0-6200	00-0000-8500-001-00-000-0000		377649			92,324.00
							WARRANT TOTAL			\$92,324.00
45069001	002114/		DIVISION OF STATE ARCHITECT							
			PV-250220	25-0000-0-5800	00-0000-8500-001-00-000-0000		#2024-2387 PAVING @ LAKESIDE			22,122.59
				25-0000-0-5800	00-0000-8500-002-00-000-0000		#2024-2396 TK @ SUBURU			19,561.09
				25-0000-0-5800	00-0000-8500-002-00-000-0000		#2024-2391 CLSRM & PRK LOT SUB			30,560.13
							WARRANT TOTAL			\$72,243.81
45069002	002514/		SCHOOL FACILITY CONSULTANTS							
			PV-250260	25-0000-0-5800	00-0000-8500-000-00-000-0000		22137			2,655.19
							WARRANT TOTAL			\$2,655.19
*** FUND	TOTALS ***			TOTAL NUMBER OF CHECKS:	4		TOTAL AMOUNT OF CHECKS:			\$566,137.41*
				TOTAL ACH GENERATED:	0		TOTAL AMOUNT OF ACH:			\$0.00*
				TOTAL EFT GENERATED:	0		TOTAL AMOUNT OF EFT:			\$0.00*
				TOTAL PAYMENTS:	4		TOTAL AMOUNT:			\$566,137.41*
*** BATCH	TOTALS ***			TOTAL NUMBER OF CHECKS:	70		TOTAL AMOUNT OF CHECKS:			\$945,733.81*
				TOTAL ACH GENERATED:	0		TOTAL AMOUNT OF ACH:			\$0.00*
				TOTAL EFT GENERATED:	9		TOTAL AMOUNT OF EFT:			\$12,468.88*
				TOTAL PAYMENTS:	79		TOTAL AMOUNT:			\$958,202.69*
*** DISTRICT	TOTALS ***			TOTAL NUMBER OF CHECKS:	70		TOTAL AMOUNT OF CHECKS:			\$945,733.81*
				TOTAL ACH GENERATED:	0		TOTAL AMOUNT OF ACH:			\$0.00*
				TOTAL EFT GENERATED:	9		TOTAL AMOUNT OF EFT:			\$12,468.88*
				TOTAL PAYMENTS:	79		TOTAL AMOUNT:			\$958,202.69*

DISTRICT: 040 LAKESIDE UNION SCHOOL DISTRICT
BATCH: 0006 PAYMENTS
FUND : 01 GENERAL FUND

KERN COUNTY SUPERINTENDENT OF SCHOOLS
COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 10/30/2024

WARRANT VENDOR/ADDR NAME (REMIT) REQ# REFERENCE LN FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4 ABA NUM ACCOUNT NUM
45067369 002619/ ERICKA VALENCIA

AMOUNT

01-0000-0-9510.02-0000-0000-000-00-000-0000 OCT END OF MONTH PAYROLL
WARRANT TOTAL

996.96
\$996.96

*** FUND TOTALS ***

TOTAL NUMBER OF CHECKS: 1
TOTAL ACH GENERATED: 0
TOTAL EFT GENERATED: 0
TOTAL PAYMENTS: 1

TOTAL AMOUNT OF CHECKS:
TOTAL AMOUNT OF ACH:
TOTAL AMOUNT OF EFT:
TOTAL AMOUNT:

\$996.96*
\$0.00*
\$0.00*
\$996.96*

*** BATCH TOTALS ***

TOTAL NUMBER OF CHECKS: 1
TOTAL ACH GENERATED: 0
TOTAL EFT GENERATED: 0
TOTAL PAYMENTS: 1

TOTAL AMOUNT OF CHECKS:
TOTAL AMOUNT OF ACH:
TOTAL AMOUNT OF EFT:
TOTAL AMOUNT:

\$996.96*
\$0.00*
\$0.00*
\$996.96*

*** DISTRICT TOTALS ***

TOTAL NUMBER OF CHECKS: 1
TOTAL ACH GENERATED: 0
TOTAL EFT GENERATED: 0
TOTAL PAYMENTS: 1

TOTAL AMOUNT OF CHECKS:
TOTAL AMOUNT OF ACH:
TOTAL AMOUNT OF EFT:
TOTAL AMOUNT:

\$996.96*
\$0.00*
\$0.00*
\$996.96*

Comprehensive School Safety Plan

2024-2025
School Year

School: Donald E. Suburu School
CDS Code: 15635526115042
District: Lakeside Union School District
Address: 7315 Harris Rd.
Bakersfield, CA 93313-9326
Date of Adoption: October 2018
Date of Update: October 2024
Date of Review:
- with Staff
- with Law Enforcement
- with Fire Authority

Approved by:

Name	Title	Signature	Date

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Comprehensive School Safety Plan Purpose

Effective January 1, 2019, Assembly Bill 1747 (Rodriguez), School Safety Plans, became law. This bill requires that during the writing and development of the comprehensive school safety plan (CSSP), the school site council or safety committee consult with a fire department and other first responder entities in addition to currently required entities. It requires the CSSP and any updates made to the plan to be shared with the law enforcement agency, the fire department, and the other first responder entities.

The California Education Code (sections 32280-32288) outlines the requirements of all schools operating any kindergarten and any grades 1 to 12, inclusive, to write and develop a school safety plan relevant to the needs and resources of that particular school.

In 2004, the Legislature and Governor recast and renumbered the Comprehensive School Safety Plan provisions in SB 719 and AB 115. It is the intent of the Legislature in enacting the provisions to support California public schools as they develop their mandated comprehensive safety plans that are the result of a systematic planning process, that include strategies aimed at the prevention of, and education about, potential incidents involving crime and violence on school campuses.

The historical requirement of the Comprehensive School Safety Plan was presented in Senate Bill 187, which was approved by the Governor and chaptered in 1997. This legislation contained a sunset clause that stated that this legislation would remain in effect only until January 1, 2000. Senate Bill 334 was approved and chaptered in 1999 and perpetuated this legislation under the requirement of the initial legislation.

Comprehensive School Safety Plans are required under SB 719 & AB 115 and contains the following elements:

Assessment of school crime committed on school campuses and at school-related functions

- Child abuse reporting procedures
- Disaster procedures
- Suspension and expulsion policies
- Procedures to notify teachers of dangerous pupils
- Discrimination and harassment policies
- School wide dress code policies
- Procedures for safe ingress and egress
- Policies enacted to maintain a safe and orderly environment
- Rules and procedures on school discipline
- Hate crime reporting procedures

The Comprehensive School Safety Plan will be reviewed and updated by March 1st every year. In July of every year, the school will report on the status of its school safety plan including a description of its key elements in the annual school accountability report card.

A copy of the Comprehensive School Safety Plan is available for review at 7315 Harris Road.

Safety Plan Vision

1. The schools of the Lakeside Union School District (LUSD) will provide a safe, orderly and secure environment conducive to learning.
2. The LUSD will create a school in which pupils will attend regularly and be safe from both physical and social-psychological harm.
3. The LUSD will work collaboratively with the governing board to identify, establish and use strategies and programs to comply with school safety laws.
4. The LUSD will develop a plan to work cooperatively and collaboratively with parents, pupils, teachers, administrators, counselors and community agencies, including law enforcement, to provide a safe and orderly school and neighborhood.
5. The LUSD will develop an academic program that will focus on high expectations of pupil performance and behavior in all aspects of the school experience.
6. The LUSD will work collaboratively with the Kern High School District to assist in a smooth transition from middle to high school grades.
7. The LUSD will solicit the participation, views and advice of teachers, parents, school administrators and community members and use this information to promote the safety of our pupils, staff, and community.

Components of the Comprehensive School Safety Plan (EC 32281)

Donald E. Suburu School Safety Committee

Kristin Angelo, Lakeside School Principal
Valerie Hudson, Suburu School Principal
Craig Bailey, Vice Principal Lakeside School
Tara Carr, Vice Principal Suburu
Victor Morones, Melissa Kadel, Counselor
Wendy Oliver, Secretary
Nancy Ayotte, Teacher
Estelle Travis, Parent-Classified

Assessment of School Safety

While there are no recent incidents of crimes committed on school campus or at school related functions, it is important to remain vigilant while creating a comprehensive safety plan for the school.

Strategies and Programs to Provide and Maintain a High Level of Safety (EC 32281(a)1, items A-J)

Creating and maintaining a high level of safety in a school setting involves a multifaceted approach that integrates Positive Behavioral Interventions and Supports (PBIS), Comprehensive Community School Partnership Programs (CCSPP), and the active role of counselors. Here's a detailed plan on how these components can work together to enhance school safety:

1. Positive Behavioral Interventions and Supports (PBIS)

PBIS is a proactive approach to establishing the behavioral supports and social culture needed for all students to achieve social, emotional, and academic success. Here's how it can be implemented:

Tiered Support System

Tier 1: Universal Prevention: Implement school-wide expectations and rules. Use positive reinforcement to encourage good behavior. Regularly teach and model expected behaviors.

Tier 2: Targeted Interventions: Provide additional support for students who are at risk of behavioral issues. This could include small group sessions, social skills training, and increased monitoring.

Tier 3: Intensive Interventions: Offer individualized support for students with significant behavioral challenges. This may involve one-on-one counseling, behavior intervention plans, and collaboration with external agencies.

Data-Driven Decision Making

Use data to identify problem areas and monitor the effectiveness of interventions. This could involve tracking behavioral incidents, attendance, and academic performance.

Regularly review data to adjust strategies and interventions as needed.

Professional Development

Provide ongoing training for teachers and staff on PBIS strategies, classroom management, and cultural competence.

2. Comprehensive Community School Partnership Programs (CCSPP)

CCSPP integrates community resources to support students and their families, creating a network of support that extends beyond the school.

Community Involvement

Partner with local organizations, businesses, and social services to provide resources and support for students and families.

Involve parents and community members in school activities and decision-making processes.

Extended Services

Offer health and mental health services, after-school programs, and family support services on the school campus.

Provide access to resources such as food pantries, clothing drives, and financial assistance programs.

Holistic Approach

Address not only academic needs but also the social, emotional, and physical well-being of students.

Implement programs that promote social-emotional learning (SEL), conflict resolution, and peer mediation.

3. Role of School Counselors

School counselors are critical in supporting the mental health and well-being of students, contributing to a safe and supportive school environment.

Counseling Services

Provide individual and group counseling to address personal, social, and academic concerns.

Offer crisis intervention and support during emergencies or traumatic events.

Preventive Programs

Develop and implement programs focused on bullying prevention, substance abuse education, and healthy relationships.

Conduct classroom lessons on SEL topics such as empathy, resilience, and emotional regulation.

Collaboration and Coordination

Work with teachers, administrators, and parents to develop and implement individualized support plans for students.

Coordinate with external mental health professionals and community agencies to provide comprehensive support.

Monitoring and Evaluation

Regularly assess the effectiveness of counseling programs and interventions.

Collect and analyze data on student outcomes to inform practice and policy decisions.

Integrated Approach for Safety

Combining PBIS, CCSPP, and the work of school counselors creates a robust framework for ensuring school safety. Here's how these elements can integrate:

Collaborative Teams: Establish teams that include administrators, teachers, counselors, and community partners to regularly review data, discuss student needs, and plan interventions.

Consistent Communication: Maintain open lines of communication between school staff, students, families, and community partners to ensure everyone is informed and involved.

Comprehensive Policies: Develop and enforce policies that support a safe and inclusive school environment, addressing issues like bullying, discrimination, and violence.

By integrating PBIS, CCSPP, and the role of school counselors, schools can create a safe, supportive, and inclusive environment. This holistic approach ensures that students' behavioral, emotional, and academic needs are met, contributing to their overall success and well-being.

(A) Child Abuse Reporting Procedures (EC 35294.2 [a] [2]; PC 11166)

A. CHILD ABUSE REPORTING PROCEDURES AND REQUIREMENTS

Child Abuse Reporting Procedures BP 5141.4(a)

The Governing Board recognizes that the district has a responsibility to facilitate the prompt reporting of incidents of child abuse and neglect. The Superintendent or designed shall ensure that parents/guardians have access to procedures whereby they can report suspected child abuse at a school site to appropriate child protective agencies.

(cf. 1312.1- Complaints Concerning District Employees

(cf. 5141.41- Child Abuse Prevention Program

The Superintendent or designed shall establish regulations for use by employees in identifying and reporting child abuse.

District employees shall report known or suspected incidences of child abuse in accordance with district regulations and state law.

Employees shall fully cooperate with the child protective agencies responsible for reporting, investigating and prosecuting cases of child abuse.

(cf. 4112.9- Employee Notifications)

The Superintendent or designed shall provide training in child abuse identification and reporting for all certificated personnel. At the beginning of each school year all staff must complete the mandatory child abuse training.

The Superintendent or designed shall also provide training in the duties of child abuse identification and reporting to instructional and teacher aides, teacher assistants and other classified employees. (Penal Code 11165.7)

As part of their training in child abuse identification and reporting, employees shall receive written notice of state child abuse reporting requirements and employees' confidentiality rights. (Penal Code 11165.7)

Employees who work with dependent adults shall be notified of legal responsibilities and reporting procedures pursuant to Welfare and Institutions Code 15630-15637/

(cf. 3514- Environmental Safety)

(cf. 5142-Safety)

(cf. 5145.7- Sexual Harassment)

DUTY TO REPORT

Certificated employees and classified employees trained in child abuse identification and reporting shall report known or suspected child abuse to a child protective agency by telephone immediately or as soon as practically possible and in writing within 36 hours. The reporting duties are individual except under circumstances be set forth in Penal Code 11166.

Definitions

1. "Child Abuse" includes the following:

- a. A physical injury inflicted by other than accidental means on a child by another person.
- b. Sexual abuse of a child.
- c. Willful cruelty or unjustifiable punishment of a child, or willful inflicting unjustifiable physical pain or mental suffering, or failure to safeguard a child from these injuries when the child is under a person's care or custody.
- d. Unlawful corporal punishment or injury resulting in a traumatic condition.
- e. Neglect of a child or abuse in out-of-home care.

2. "Mandated Reporters" are those people defined by law as "child care custodians," "health practitioners," "child visitation monitors" and employees of a child protective agency." Mandated reporters include virtually all school employees. The following school personnel are required to report:

Teacher, administrators, supervisors of child welfare and attendance, certificated student personnel employees, employees of a child care institutions, head start teachers, school psychologists, licensed nurses, counselors, presenters of child abuse prevention programs and those instructional aides or other classified employees trained in child abuse reporting.

3. "Child Protective Agencies" are those law enforcement and child protective services responsible for investigating child abuse reports, including the local police or sheriff department, county welfare or juvenile probation department and child protective services.

4. "Reasonable Suspicion" means that it is objectively reasonable for a person to entertain such a suspicion, based upon facts that could cause a reasonable person in a like position, drawing when appropriate on his/her training and experience, to suspect child abuse. (Penal Code 11166)

Reporting Procedures

1. To report known or suspected child abuse, any employee (as defined above) shall report by telephone to the local child protective agency.

Child Protective Services (CPS)

661-631-6011

The telephone report must be made immediately, or as soon as practically possible, upon suspicion. This report will include:

- a. The name of the person making the report.
- b. The name of the child.
- c. The present location of the child.
- d. The nature and extent of any injury.
- e. Any other information requested by the child protective agency, including the information that led the mandated reporter to suspect child abuse.

When the verbal report is made, the mandated reporter shall note the name of the official contacted, the date and time contacted, and any instructions or advice received.

2. Within 36 hours of making the telephone report, the mandated reporter shall complete and mail to the local child protective agency a written report which includes a completed Department of Justice form (DOJ SS 8572).

Mandated reporters may obtain copies of the above form either from the district or the local child protective agency.

Instructions are included on the form, and reporters may ask the site administrator for help in completing and mailing it; however, the mandated reporter is personally responsible for ensuring that the written report is correctly filed.

3. Employees reporting child abuse to a child protective agency are encouraged, but not required, to notify the site administrator or designed as soon as possible after the initial verbal report by telephone. When so notified, the site administrator shall inform the Superintendent.

Administrators so notified shall provide the mandated reporter with any assistance necessary to ensure that reporting procedures are carried out in accordance with law and district regulations. At the mandated reporter's request, the principal may assist in completing and filing these forms.

If the mandated reporter does not disclose his/her identity to a district administrator, he/she shall at least provide or mail a copy of the written report to the district without his/her signature or name.

Legal Responsibility and Liability

1. Mandated reporters have absolute immunity. School employees required to report are not civilly or criminally liable for filing a required or authorized report of known or suspected child abuse.

2. If a mandated reporter fails to report an instance of child abuse which he/she knows to exist or reasonably should know to exist, he/she is guilty of a misdemeanor punishable by confinement in jail for up to six months, a fine of up to \$1,000, or both. The mandated reporter may also be held civilly liable for damages resulting from any injury to the child after a failure to report.

3. When two or more persons who are required to report have joint knowledge of a suspected instance of child abuse, and when they so agree, the telephone report may be made by either of them and a single report made and signed by that person. However, if any person knows or should know that the designated person failed to make the report, that person then has a duty to do so.
4. The duty to report child abuse is an individual duty and no supervisor or administrator may impede or inhibit such reporting duties. Furthermore, no person making such a report shall be subject to any sanction.

Victim Interviews

Upon request, a child protective agency representative may interview a suspected victim of child abuse during school hours, on school premises, concerning a report of suspected child abuse that occurred within the child's home. The child shall be given the choice of being interviewed in private or in the presence of any adult school employee or volunteer aide selected by the child. (Penal Code 11174.3)

A staff member or volunteer aide selected by a child may decline to be present at the interview. If the selected person accepts, the principal or designed shall inform him/her, before the interview takes place, of the following legal requirements:

Child Abuse Reporting Procedures (continued)

1. The purpose of the selected person's presence at the interview is to lend support to the child and enable him/her to be as comfortable as possible.
2. The selected person shall not participate in the interview.
3. The selected person shall not discuss the facts or circumstances of the case with the child.
4. The selected person is subject to the confidentiality requirements of the Child Abuse and Reporting Act, a violation of which is punishable as specified in Penal Code 11165.5.

If a staff member agrees to be present, the interview shall be held at a time during school hours when it does not involve an expense to the school. (Penal Code 11174.3)

Release of Child to Peace Officer or Child Protective Services Agent

When a child is released to a peace officer or child protective services agent and taken into custody as a victim of suspected child abuse, the Superintendent or designed and/or principal shall not notify the parent/guardian as required in other instances of removal of a child from school, but rather shall provide the peace officer or agent with the address and telephone number of the child's parent/guardian. It is the responsibility of the peace officer or agent to notify the parent/guardian of the situation. (Education Code 48906)

Peace officers and child protective services agents will be asked to sign an appropriate release or acceptance of responsibility form.

When School Employees are Accused of Child Abuse

Regardless of whom child abusers may be the major responsibilities of mandated reporters are to 1) identify incidents of suspected child abuse, and 2) comply with laws requiring the reporting of suspected abuse to the proper authorities. Determining whether or not the suspected abuse actually occurred is not the responsibility of the school employee. Such determination and follow-up investigation will be made by a child protective agency.

Pending the outcome of an investigation by a child protective agency and before formal charges are filed, the employee may be subject to reassignment or paid leave of absence.

Upon filing formal charges or upon conviction, the district may take disciplinary action in accordance with law, district policies, regulations and / or collective bargaining agreements. The Superintendent or designed shall seek legal counsel in connection with either the suspension or dismissal of the employee.

(cf. 4117.4-Dismissal)

(cf. 4118- Suspension/Disciplinary Action (Certificated))

(cf. 4218- Suspension/Disciplinary Action (Classified))

Students

Child Abuse Reporting Requirements

SB 665 (Ch. 510, Statutes of 1993) amended Penal Code 11166.5 to include fire fighters, animal control officers and humane society officers among those required to report known or suspected instances of child abuse. The following exhibit duplicates Penal Code 11166.5 as amended.

Section 11166 of the Penal Code requires any child care custodian, health practitioner, fire fighter, animal control officer, or humane society officer, employee of a child protective agency or child visitation monitor who has knowledge of or observes a child in his/her professional capacity or within the scope of his/her employment whom he/she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately or as soon as practically possible by telephone and to prepare and send a written report as practically possible by telephone and to prepare and send a written report thereof within 36 hours of receiving the information concerning the incident.

"Child care custodian" includes teachers; an instructional aide, a teacher's aide, or a teacher's assistant employed by any public or private school, who has been trained in the duties imposed by this article, if the school district has so warranted to the State Department of Education; a classified employee of any public school who has been trained in the duties imposed by this article, if the school who has been trained in the duties imposed by this article, if the school has so warranted to the State Department of Education; or certificated pupil personnel employees of any public or private school; administrators of a public or private day camp; administrators and employees of public or private youth centers, youth recreation programs and youth organizations; administrators and employees of public or private organizations whose duties require direct contact and supervision of children and who have been trained in the duties imposed by this article; licensees, administrators and employees of licensed community care or child day care facilities; head start teachers; licensing workers or licensing evaluators; public assistance workers; employees of a child care institution including, but not limited to, foster parents, group home personnel, and personnel of residential care facilities; social workers, probation officers or parole officers; employees of a school district police or security department; any person who is an administrator or a presenter of, or a counselor in, a child abuse prevention program in any public or private school; a district attorney investigator, inspector, or family support officer unless the investigator, inspector or officer is working with an attorney appointed pursuant to Section 317 of the Welfare and Institutions Code to represent a minor; or a peace officer, as defined in Chapter 4.5 (commencing with Section 830) of Title 3 of Part 2 of this code, who is not otherwise described in this section.

"Health practitioner: includes physicians and surgeons, psychiatrists, psychologists, dentists, residents, intern, podiatrists, chiropractors, licensed nurses, dental hygienists, optometrists, or any other person who is licensed under Division 2 (commencing with Section 500) of the Business and Professions Code; marriage, family and child counselors; emergency medical technicians I or II, paramedics, or other persons certificated pursuant to Division 2.5 (commencing with Section 1797) of the Health and Safety Code; psychological assistants registered pursuant to Section 2913 of the Business and Professions Code; marriage, family and child counselor trainees as defined in subdivision © of Section 4980.03 of the Business and Professions code; unlicensed marriage, family and child counselor interns registered under Section 4980.44 of the Business and Professions Code; state or county public health employees who treat minors for venereal disease or any other condition; coroners; paramedics; and religious practitioners who diagnose, examine, or treat children.

"Child visitation monitor" means any person as defined in Section 11165.15. I have been informed of the above law and will comply with its provisions.

This statement is a permanent record of the district. The cost of printing, distribution, and filing of these statements is borne by the district.

This subdivision is not applicable to persons employed by child protective agencies, public or private youth centers, youth recreation programs and youth organizations as members of the support staff or maintenance staff and who do not work with, observe, or have knowledge of children as part of their official duties.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

Disaster Plan (See Appendix C-F)

EARTHQUAKE

The Lakeside District's earthquake emergency policy is based on the fact that the safest thing for young people in the event of a serious earthquake during the school day is to remain at school. This is for the safety and welfare of the students until roads are safe to travel.

In the case of an earthquake, do not leave the building immediately, as the greatest danger exists from falling walls and debris.

In buildings with a lot of glass, the greatest danger is from shattering glass. Students should protect themselves from falling glass by crawling under a desk or table when possible with back toward windows and face buried in the crook of the arm.

PROCEDURE FOR 'DROP' COMMAND

1. If inside the school building, the student should:

- a. Drop to their knees with their back to the window.
- b. Fold arms on the floor close to the knees.
- c. Bury face in arms and close eyes tightly.
- d. Remain until "as you were"; command is given by the teacher in charge.

2. If outside the school building, the student should:

- a. Find an open area.
- b. Drop to the ground, and curl up.
- c. Remain until "as you were"; command is given by the teacher in charge.

EVACUATION PROCEDURES

Teachers will evacuate their students from the building as soon as all motion ceases and debris has stopped falling. Each teacher will use the safest route to get to the assembly area. As it becomes safe, children will be bused home or released to parents by the principal. Children must be signed out at the assembly area by the parent, guardian or person on the emergency card
FIREDRILL

When the alarm sounds:

1. Students walk silently in a single file from the room.
2. Students stand silently.
3. Attendance will be taken outside by the teacher and reported to the principal or vice principal.
4. When the all clear sounds, students shall return to the classroom.

Adaptations for Students with Disabilities

Clear Instructions: Provide clear, concise, and understandable instructions. Use multiple formats, such as visual aids, written instructions, and verbal announcements.

Regular Drills: Conduct regular disaster drills that include and accommodate students with disabilities.

Staff Training: Train all staff on how to assist students with disabilities during emergencies, including the use of specific equipment and techniques.

Evacuation Routes: Ensure that all evacuation routes are accessible for students with mobility impairments. This includes ramps, wide corridors, and clear signage.

Counseling Services: Provide access to counseling services before, during, and after a disaster to support students who may experience heightened anxiety or trauma.

Comfort Items: Allow students to keep comfort items with them to help reduce anxiety during a disaster.

Public Agency Use of School Buildings for Emergency Shelters

If a disaster occurs in Kern County our district may grant the use of school buildings and/or grounds to public agencies, including the American Red Cross, for mass care and welfare shelters. Lakeside Union School District will cooperate with such agencies ensuring the use of the facilities does not significantly disrupt the educational process, especially when school is in session. Lakeside Union School District recognizes the importance of supporting the community during a disaster and will balance this with the needs of students and staff.

(C) School Suspension, Expulsion and Mandatory Expulsion Guidelines

A pupil may not be suspended from school or recommended for expulsion, unless the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has committed an act as defined pursuant to any of Education Code 48900 subdivisions (a) to (r), inclusive: In most cases of fighting, there will be an immediate suspension of all parties. Occasionally, a student may not be suspended or receive fewer days of suspension than other parties, if evidence clearly indicates he/she was not the aggressor and in fact was under an unprovoked attack and was acting strictly in self-defense. Self-defense means the student tries everything in his/her power to evade the attack, but cannot and must use force for self-protection. Generally, fighting will result in the following consequences:

- o 1st offense - 3 days of suspension
- o 2nd offense- 5 days of suspension and possible Opportunity Class placement
- o 3rd offense - 5 days of suspension and possible transfer to a Community School

Additional Grounds for Suspension or Expulsion:

1. Fighting/Assault
2. Possession of a weapon or dangerous object
3. drugs – possessed, sold, or furnished drugs or alcohol
4. Drugs – possession, negotiated to sale including alcohol
5. Committed or attempted robbery or extortion
6. Caused or attempted to cause damage to school or private property
7. Stolen or attempted to steal school or private property
8. Possession or use of tobacco
9. Habitual profanity or vulgarity or obscene act
10. Possession or sale of drug paraphernalia
11. Disrupted school activities or defiance of school authority
12. Received stolen property

13. Possession of imitation firearm
14. Sexual harassment
15. Harass, threaten, or intimidate a witness
16. Sale of prescription drug Soma
17. Engaged in, or attempted to engage in hazing
18. Engaged in an act of bullying, and, or cyberbullying.

The acts in this section are related to school activity or attendance that occur at any time, including, but not limited to any of the following:

- o While on school grounds
- o While going to or coming from school [E.C. 44807]
- o During or while going to or coming from a school sponsored activity

A teacher may suspend any pupil from his/her class, for any of the acts enumerated in Section 48900 for the day of the suspension and the day following. As soon as possible, the teacher shall ask the parent/guardian of the pupil to attend a parent-teacher conference regarding the suspension. A school administrator shall attend the conference if the teacher or parent/guardian so requests. The pupil shall not be returned to the class from which he/she was suspended, during the period of the suspension, without the concurrence of the teacher of the class and the principal. Teachers are allowed to require make-up work by suspended pupils. [E.C. 48901]

Expulsion

The principal may recommend a pupil's expulsion, which shall be defined as suspension from regular classroom instruction for a period exceeding five (5) school days or involuntary transfer to another school for any of the acts enumerated in Section 48900. Upon recommendation by the principal, the governing board may order a pupil expelled upon finding that the pupil violated Section 48900 and that other means of correction have repeatedly failed to bring about proper conduct, or due to the nature of the violation, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others, and that other means of correction are not feasible. [E.C. 48904.5]

Also, student discipline includes mandatory expulsions for (a) Possession, sale or furnishing of firearms; (b) Brandishing a knife; (c) sale of controlled substances; (d) sexual assault; and or (e) possession of an explosive. [E.C. 48915]

Parent/Student Liability and Responsibility

Parents or guardians are liable for all the damages caused by the willful misconduct of their minor children that result in death or injury to other students, school personnel, or school property. Parents are also liable for any school property loaned to the student and willfully not returned [E.C. 48904]. Parents or guardians' liability may be as much as \$10,000 in damages and another maximum of \$10,000 for payment of a reward, if any. [E.C. 48904]

The school district may withhold the grades, diplomas, or transcripts of the student responsible until such damages are paid or the property returned or until completion of a voluntary work program in lieu of payment of money [E.C. 48904, Civil Code Section 1714.1]

If your child commits an obscene act or engages in habitual profanity or vulgarity, disrupts school activities or otherwise willfully defies the authority of school personnel, and is suspended for such misconduct, you may be required to attend a portion of a school day in your child's classroom. [E.C. 48900.1]

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

Donald E. Suburu School will notify teachers about a potentially dangerous student using a clear and confidential process.

(E) Sexual Harassment Policies (EC 212.6 [b])

Students in 4th through 12th grades may be suspended or expelled for sexual harassment. A copy of the district's Board Policy 5145.7 follows: The Governing Board prohibits the unlawful sexual harassment of any student by any employee, student, or other person in or from the district. Teachers shall discuss this policy with their students in age-appropriate ways and should assure them that they need not endure any form of sexual harassment. Any student who engages in the sexual harassment of anyone in or from the district may be subject to disciplinary action up to and including expulsion. [E.C. 212.5; 230; 48900.2] Any employee who permits or engages in sexual harassment may be subject to disciplinary action up to and including dismissal. The Board expects students or staff to immediately report incidents of sexual harassment to the principal or designee or to another district administrator.

Any student who feels that he/she is being harassed should immediately contact the principal or designee at his/her school. If the principal or designee does not promptly remedy a situation involving sexual harassment, a complaint of harassment can be filed in accordance with BP 1312.1 - Complaints Concerning School Personnel. The principal or designee shall determine which procedure is appropriate. The district prohibits retaliatory behavior against any complainant or any participant in the complaint process. Each complaint of sexual harassment shall be promptly investigated in a way that respects the privacy of all parties concerned. [E.C. 48980, 48900.2, 212.6]

BP 5145.7 (a)

The governing board is committed to maintaining a learning environment that is free of harassment. The Board prohibits unlawful sexual harassment of any student by any employee, student, or other person at school or at any school-related activity.

The Superintendent or designee shall ensure that students receive age-appropriate information related to sexual harassment. Students shall be assured that they need not endure any form of sexual conduct or communication, including harassment because of sexual orientation. They shall further be assured that they need not endure, for any reason, any harassment which impairs the educational environment or a student's emotional well-being at school. They shall be informed that they should immediately contact the principal or designee if they feel they are being harassed.

(F) School-wide Dress Code Relating to Gang-Related Apparel (EC 35183)

(E.C. section 35183(d))

The purpose of our dress code is to help generate a positive learning environment for all students. The Education Code stipulates a student's dress should not interfere with the educational process, or that it should not provide a safety hazard. Students must be neat and clean upon entering school. In accordance with this legal section, we require that students adhere to the following:

Student dress should be appropriate for the learning environment and any school-sponsored activity. Students are not permitted to wear:

"Spaghetti" straps, see-through, strapless or backless garments, midriffs, low-cut tops or dresses, tube-tops, halters, or similar types of clothing

Undergarments cannot be visible.

Short skirts, shorts or spandex that are too revealing. As a general rule, the bottom of the shorts should be at or past the fingertips when the student is standing with arms hanging down.

Excessively baggy clothing or sagging pants (Pants are to be worn at the waist.)

Tank tops, mesh tanks, or muscle shirts.

Any clothing, accessory, or backpack which displays alcohol, tobacco products, drugs, gang affiliations, sexual content or offensive language.

Any clothing or adornment that is distracting or potentially unsafe (i.e. sharp objects, safety pins, metal studs, wallet chains)

Any footwear inappropriate for normal activities. Footwear must be securely attached to the heel of the student. Due to safety concerns, flip-flop type shoes are not allowed. (including bedroom slippers or moccasins)

Any clothing with excessive rips, tears, cuts, holes. As a general rule, the highest rip, tear, or cut of the shorts or pants should be at or past the fingertips when the student is standing with arms hanging down.

The Board and administration reserve the right to declare any mode of dress or appearance that in their reasonable estimation inhibits the educational process or threatens the safety and protection of all students as unacceptable. Final determination of acceptable dress will be made by the school administration.

If students are dressed in an unacceptable manner, parents will be notified and corrective measures must be taken before the student will be allowed to return to class. Parents may be required to pick up a student from school or bring appropriate clothes to school as requested by the administration. A student who continues to violate the dress code may be suspended on the grounds of defiance to authority.

(G) Procedure for Safe Ingress and Egress of Pupils, Parents, and Staff to and from School (EC 35294.2)

Donald E. Suburu cafeteria opens for students eating breakfast at 7:40 am. For students not eating breakfast, adult supervision begins at 8:00 am. The bell rings at 8:10 for first through 5th grade to line up to enter their classrooms. The bell rings at 8:15 for transitional kindergarten and kindergarten to line up to enter their classrooms. During the school day all entry points except for the door to the main office remain locked.

At dismissal, students are dismissed by classroom teachers at their assigned gates, bus riders walk independently to the bus line, and Boys and Girls club collects students who participate in the after school program. During the school day, all students must be checked out through the main office by an adult listed on their emergency card and must check back in through the main office upon their return. Parents and visitors must check in at the main office before entering school grounds for school related business, wear a visitor badge while on campus, and check out when they leave.

(H) A Safe and Orderly School Environment Conducive to Learning (EC 35294.2)

Component:

Physical Environment

Element:

A well designed, maintained and monitored physical space to reduce the risk of harm, prevent accidents, and create a sense of security among students, staff, and visitors.

Opportunity for Improvement:

We are continuously seeking opportunities for improvement in providing facilities that are well maintained, in good repair, and physically safe.

Objectives	Action Steps	Resources	Lead Person	Evaluation
Buildings and Grounds	Limited entry points, monitor entrances, and secure locks to restrict unauthorized access; clear signage for exits		Vice Principal and MOT Director	
Safe Facility	Physical spaces are monitored to create a safe environment by reducing risks.		Vice Principal and MOT Director	
Maintenance and Cleanliness	Conduct routine checks on the facilities and grounds to ensure an appropriate learning environment.		Vice Principal and MOT Director	

Component:

Element:

Opportunity for Improvement:

Objectives	Action Steps	Resources	Lead Person	Evaluation

Component:

Element:

Opportunity for Improvement:

Objectives	Action Steps	Resources	Lead Person	Evaluation

(I) School Discipline Rules and Consequences (EC 35291 and EC 35291.5)

Donald E. Suburu School Student Conduct Code

Minor Offenses

Disrespect, Defiance & Non-Compliance: Failure to respond to adult requests and / or directives.

Disruption: Interruption to the classroom / learning environment.

Property Misuse: Low level misuse / damage of school property.

Dress Code: Failure to comply to dress code standards.

Physical Contact: Inappropriate touching — horseplay, “friendly touching,” etc.

Inappropriate Language: Language which is inappropriate yet not used in an abusive / threatening manner.

Tardy: Failure to be in a designated place at the designated time.

Lying: Stating / repeating statements that are untrue.

Cheating: Presenting the work of others as one’s own.

Out of Bounds: Loitering or participating in activities outside designated areas.

Trash / Littering: Discarding of items or dumping of trash in any location other than a trash can.

Repeated Ed Code Violations (48900 K): In order for disruptive and defiant behaviors to reach the level of Education Code Violation 48900 K, clear documentation of the student’s behavior pattern, as well as site interventions to correct the behavior, must be established.

Ed Code 48900

Major Offense

(a)(1) Caused, attempted to cause, or threatened to cause physical injury to another person.

(a)(2) Willfully used force or violence upon the person of another, except in self-defense.

(b) Possessed, sold or otherwise furnished any firearm, knife, explosive, or other dangerous object unless, in the case of possession of any such object, the pupil had obtained written permission to possess the item from a certificated school employee, which is concurred in by the principal or the designee of the principal.

(c) Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of, any controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind.

(d) Unlawfully offered, arranged, or negotiated to sell any controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind, and then either sold, delivered, or otherwise furnished to any person another liquid, substance, or material and represented the liquid, substance, or material as a controlled substance, alcoholic beverage, or intoxicant.

(e) Committed or attempted to commit robbery or extortion.

(f) Caused or attempted to cause damage to school property or private property. (g) Stole or attempted to steal school property or private property.

(g) Stole or attempted to steal school property or private property.

(h) Possessed or used tobacco, or any products containing tobacco or nicotine products, including, but not limited to, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel. However, this section does not prohibit use or possession by a pupil of his or her own prescription products.

(i) Committed an obscene act or engaged in habitual profanity or vulgarity.

(j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Section 11014.5 of the Health and Safety Code.

(k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, school officials, or other school personnel engaged in the performance of their duties.

- (l) Knowingly received stolen school property or private property.
- (m) Possessed an imitation firearm. As used in this section, means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- (n) Committed or attempted to commit a sexual assault as defined in Section 261.266c, 286, 288, 288a, or 289 of the Penal Code or committed a sexual battery as defined in Section 243.4 of the Penal Code.
- (o) Harassed, threatened, or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding for the purpose of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both.
- (p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- (q) Engaged in, or attempted to engage in, hazing as defined in Section 32050.
- (r) Engaged in an act of bullying, including, but not limited to, bullying Committed by means of an electronic act, as defined in subdivisions (f) and (g) of Section 32261, directed specifically toward a pupil or school personnel.
- (s) A pupil may not be suspended or expelled for any of the acts enumerated unless that act is related to school activity or school attendance occurring within a school under the jurisdiction of the superintendent or principal or occurring within any other school district. A pupil may be suspended or expelled for acts that are enumerated in this section and related to school activity or attendance that occur at any time, including, but not limited to, any of the following. (1) While on school grounds. (2) While going to or coming from school. (3) During the lunch period whether on or off the campus. (4) During, or while going to or coming from, a school sponsored activity.
- (t) A pupil who aids or abets, as defined in Sec. 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may suffer suspension, but not expulsion, pursuant to the provisions of this section, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (a).

Conduct Code Procedures

Possible Actions for Minor Offenses

- Step 1: Verbal Reminder of Expected behavior, provide structured choice
- Step 2: Student Reflection Sheet assigned and begin tracking
- Step 3: Parent Contact by Teacher and possible loss of privileges
- Step 4: Conference with student, parent, teacher, and administration. Collaboration with support teams.
- Step 5: Referral to Administration
- *Natural consequence administered and determined by responsible teacher.

Possible Actions for Major Offenses

- Step 1: Referral to administration
- Step 2: Home contact made by administration
- Step 3: Administrative Recess Detention
- Step 4: Parent Conference
- Step 5: In/Out of School Suspension

(K) Hate Crime Reporting Procedures and Policies

Your child has the right to report a hate crime or file a complaint to the school district if he or she is discriminated against, harassed, intimidated, or bullied on the basis of his or her actual or perceived nationality, ethnicity, or immigration status.

(J) Procedures to Prepare for Active Shooters

Active Assailant. If there is Gunfire and/or Threats at school, the following will be accomplished:

The Incident Commander will determine which Action, if any, should be implemented. Where necessary, teachers will take immediate action to protect the safety of students without waiting for direction from the Incident Commander. Use of the U.S. Department of Homeland Security's Run, Hide Fight Model in response to an active assailant.

All students and staff will be kept at a safe distance as precaution against Gunfire, threats and or explosion.

Implement Emergency Organization Plan when applicable. (See Crisis Response Assignments and Crisis Response Job Descriptions in this handbook).

Notify Kern County Fire Department of Bakersfield Fire Department.

Telephone number: County 324-6551
City 324-4542

Notify the Kern County Sheriff's Office or the Bakersfield Police Department.

Telephone number: Sheriff 861-3110
Police 327-7111
Call 911

Notify School Administrator, District Office and MOT Supervisor.
(See Emergency Communications)

Procedures for Preventing Acts of Bullying and Cyber-bullying

1. Bullying Assemblies for K-5 students each year. Lakeside with the Kern County Sheriff's Department.
2. Internet Safety training for teens, assembly with Kern County Sheriff's Department.
3. Passport Days: (Subaru: P.R.I.D.E Team) Given by the Principal, Vice Principal, or assigned staff member for student expectations for a positive school climate.
4. PBIS meetings monthly to discuss the school's action plans.
5. Suicide Prevention Plan and procedures. Adaptation of counseling services on site and from off site intervention to also meet the needs of bullying.
6. Reporting Documentation for anonymous reporting of bullying.
 - a. Document Tracking System on each schools' web page
 - b. Anonymous reporting to our school office, called incident reporting forms.
7. Bully Prevention Staff Training completed online with SISC, and turned in by September 30.
9. Counseling of victims, and identified bullies.
10. Aeries and Kern Integrated Data System for a monthly review of disciplinary concerns to address issues of behavioral problems, locations, or high intensity reoccurring problems.
11. The school has implemented Verkata Command which displays scrolling wordage, lights and verbiage read allowed for incidents that occur at school, along with the intercom, and bell system. Staff members working with particular students have been trained to work with their disabilities during an emergency situation.

Opioid Prevention and Life-Saving Response Procedures

School nurses or trained personnel, who have volunteered, may administer naloxone hydrochloride to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an opioid overdose. [E.C. 49414.3]

Response Procedures for Dangerous, Violent, or Unlawful Activities

The Incident Commander will determine which Action, if any, should be implemented. Where necessary, teachers will take immediate action to protect the safety of students without waiting for direction from the Incident Commander.

All students and staff will be kept at a safe distance as precaution against explosion.

Implement Emergency Organization Plan when applicable. (See Crisis Response Assignments and Crisis Response Job Descriptions in this handbook).

Notify Kern County Fire Department of Bakersfield Fire Department.

Telephone number: County 324-6551
City 324-4542

Notify the Kern County Sheriff's Office or the Bakersfield Police Department.

Telephone number: Sheriff 861-3110
Police 327-7111

Notify School Administrator, District Office and MOT Supervisor.
(See Emergency Communications)

Instructional Continuity Plan

Safety Plan Review, Evaluation and Amendment Procedures

The Lakeside Union School District School Site Councils participate in an annual review of its Comprehensive School Safety Plan, including a review of and analysis of data from the School Plan for Student Achievement (SPSA) as well as observational and less formal engagement with stakeholders and community members. The School Site Councils, which include staff and parents, review the safety plans to provide input prior to bringing their approval of the plan which then moves to the LUSD Board for final approval. Once approved, the Comprehensive Safety Plan will be available for viewing at each school site upon request.

Safety Plan Appendices

Emergency Contact Numbers

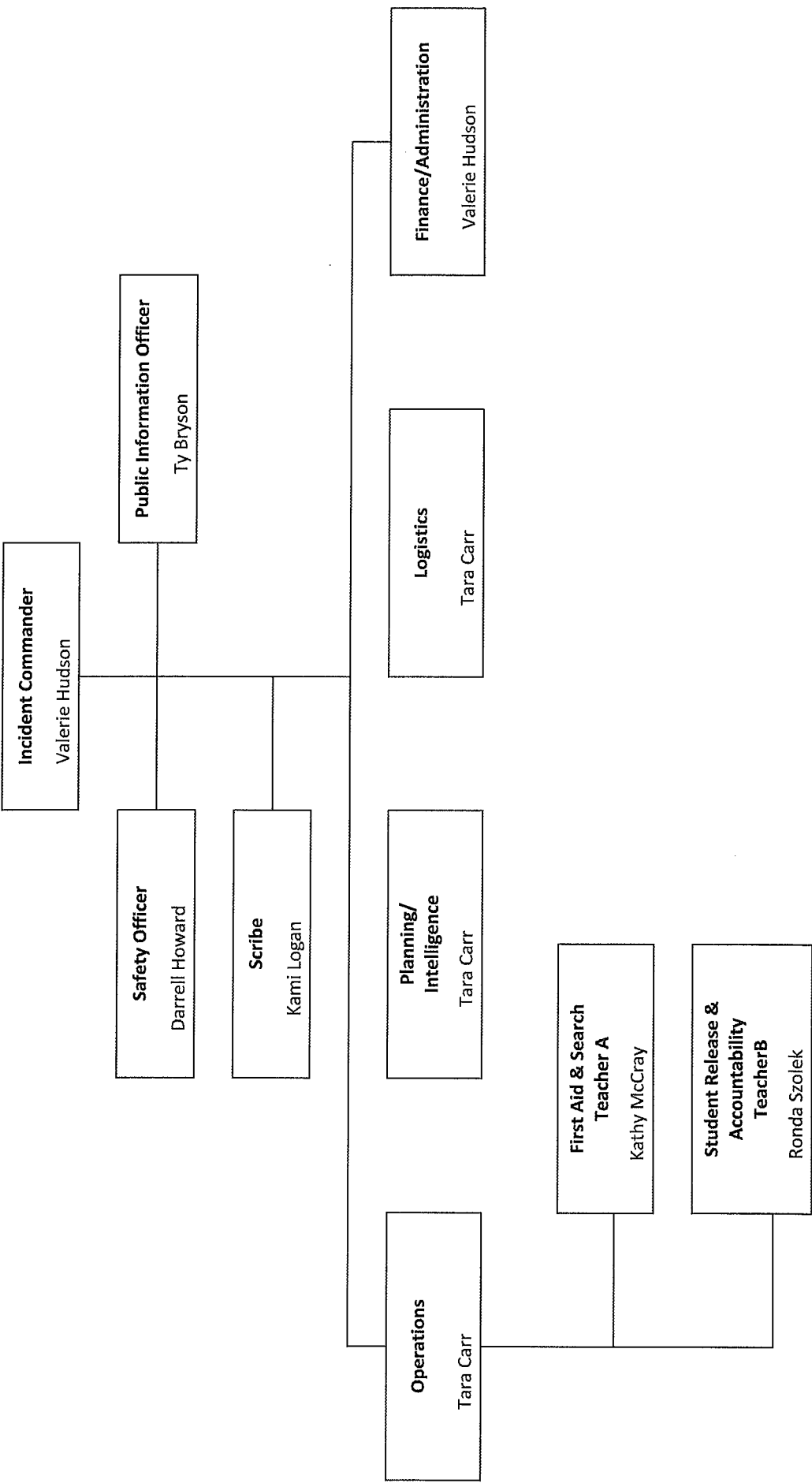
Utilities, Responders and Communication Resources

Type	Vendor	Number	Comments
Law Enforcement/Fire/Paramedic	Kern County Fire Department	661-324-6551	
Law Enforcement/Fire/Paramedic	Bakersfield Fire Department	661-324-4542	
Law Enforcement/Fire/Paramedic	Kern County Sheriff's Office	661-861-3110	
Law Enforcement/Fire/Paramedic	Bakersfield Police Department	661-327-7111	
School District	Lakeside Union District Office	661-836-6658	
Other	Valerie Hudson, Site Principal	661-665-8190	
Other	Tara Carr, Site Vice Principal	661-665-8190	

Safety Plan Review, Evaluation and Amendment Procedures

Activity Description (i.e. review steps, meetings conducted, approvals, etc)	Date and Time	Attached Document (description and location)
Review	June 12th, 2024	Site administrator reviewed and began to edit and update.
Drafted	June 12th, 2024	Site administrator updated.
2nd Review	October 21st, 2024	Site administrator reviewed again.
Presented to Lakeside Union School District Board for approval	November 12, 2024	LUSD Board approved.

Donald E. Suburu School Incident Command System



Incident Command Team Responsibilities

Standardized Emergency Response Management System Overview

The California Standardized Emergency Management System (SEMS) is designed to centralize and coordinate emergency response through the use of standardized terminology and processes. This greatly facilitates the flow of information and resources among the agencies participating in response to an emergency. SEMS consists of five functions:

Management

During an emergency, the Incident Commander directs response actions from a designated Command Post. To effectively do this, the Incident Commander must constantly assess the situation, and develop and implement appropriate strategies. The Incident Commander must be familiar with the available resources, accurately document all response actions, and effectively communicate response strategies to others participating in the response. This function is typically filled by the school principal. The principal is assisted in carrying out this function by a Public Information & Liaison Officer and Safety Officer.

Planning & Intelligence

Planning and Intelligence involves the use of various methods to efficiently gather information, weigh and document the information for significance, and actively assess the status of the emergency. This understanding and knowledge about the situation at hand is vital to the effective management of a response. These activities are performed by a single person who reports directly to the Incident Commander.

Operations

All response actions are implemented under by Operations. This includes staff performing first aid, crisis intervention, search and rescue, site security, damage assessment, evacuations, and the release of students.

Logistics

Logistics supports the response by coordinating personnel; assembling and deploying volunteers; providing supplies, equipment, and services; and facilitating communications among emergency responders.

Finance & Administration

Finance & Administration involves the purchasing of all necessary materials, tracking financial records, timekeeping for emergency responders, and recovering school records following an emergency. These activities are performed by a single person who reports directly to the Incident Commander.

Emergency Response Guidelines

Step One: Identify the Type of Emergency

Step Two: Identify the Level of Emergency

Step Three: Determine the Immediate Response Action

Step Four: Communicate the Appropriate Response Action

Types of Emergencies & Specific Procedures

Aircraft Crash

If there is an Airplane Crash, the following will be accomplished:

The Incident Commander will determine which Action, if any, should be implemented. Where necessary, teachers will take immediate action to protect the safety of students without waiting for direction from the Incident Commander.

All students and staff will be kept at a safe distance as precaution against explosion.

Implement Emergency Organization Plan when applicable. (See Crisis Response Assignments and Crisis Response Job Descriptions in this handbook).

Notify Kern County Fire Department of Bakersfield Fire Department.

Telephone number: County 324-6551
City 324-4542

Notify the Kern County Sheriff's Office or the Bakersfield Police Department.

Telephone number: Sheriff 861-3110
Police 327-7111

Notify School Administrator, District Office and MOT Supervisor.
(See Emergency Communications)

Animal Disturbance

If a disturbance or disorder occurs at school, the following will be accomplished: The School will follow the Standard Response Protocol (SRP) as necessary for the disturbance.

The incident Commander will determine which Action, if any, should be implemented. Where necessary, teachers will take immediate action to protect the safety of students without waiting for direction from the Incident Commander.

Implement Emergency Organization Plan when applicable. (See Crisis Response Assignments and Crisis Response Job Descriptions in this handbook)

Notify Kern County Fire Department or Bakersfield Fire Department.

Telephone number: County 324-6551
City 324-4542

Notify the Kern County Sheriff's Office or the Bakersfield Police Department.

Telephone number: Sheriff 861-3110
Police 327-7111

Notify School Administrator, District Office and MOT Supervisor.
(See Emergency Communications).

Armed Assault on Campus

Active Assailant. If there is Gunfire and/or Threats at school, the following will be accomplished:

The Incident Commander will determine which Action, if any, should be implemented. Where necessary, teachers will take immediate action to protect the safety of students without waiting for direction from the Incident Commander. Use of the U.S. Department of Homeland Security's Run, Hide Fight Model in response to an active assailant.

All students and staff will be kept at a safe distance as precaution against Gunfire, threats and or explosion.

Implement Emergency Organization Plan when applicable. (See Crisis Response Assignments and Crisis Response Job Descriptions in this handbook).

Notify Kern County Fire Department of Bakersfield Fire Department.

Telephone number: County 324-6551
City 324-4542

Notify the Kern County Sheriff's Office or the Bakersfield Police Department.

Telephone number: Sheriff 861-3110
Police 327-7111
Call 911

Notify School Administrator, District Office and MOT Supervisor.
(See Emergency Communications)

Biological or Chemical Release

If there is a Hazardous Material Release

The Incident Commander will determine which Action, if any, should be implemented. Where necessary, teachers will take immediate action to protect the safety of students without waiting for direction from the Incident Commander.

All students and staff will be kept at a safe distance as precaution against explosion.

Implement Emergency Organization Plan when applicable. (See Crisis Response Assignments and Crisis Response Job Descriptions in this handbook).

Notify Kern County Fire Department of Bakersfield Fire Department.

Telephone number: County 324-6551
City 324-4542

Notify the Kern County Sheriff's Office or the Bakersfield Police Department.

Telephone number: Sheriff 861-3110
Police 327-7111

Notify School Administrator, District Office and MOT Supervisor.
(See Emergency Communications)

Bomb Threat/ Threat Of violence

If there is a bomb threat at school, the following will be accomplished:

The Incident Commander will determine which Action, if any, should be implemented. Where necessary, teachers will take immediate action to protect the safety of students without waiting for direction from the Incident Commander.

All students and staff will be kept at a safe distance as precaution against explosion.

Implement Emergency Organization Plan when applicable. (See Crisis Response Assignments and Crisis Response Job Descriptions in this handbook).

Notify Kern County Fire Department of Bakersfield Fire Department.

Telephone number: County 324-6551
City 324-4542

Notify the Kern County Sheriff's Office or the Bakersfield Police Department.

Telephone number: Sheriff 861-3110
Police 327-7111

Notify School Administrator, District Office and MOT Supervisor.
(See Emergency Communications)

Bus Disaster

Disorderly Conduct

If a disturbance or disorder occurs at school, the following will be accomplished:

The incident Commander will determine which Action, if any, should be implemented. Where necessary, teachers will take immediate action to protect the safety of students without waiting for direction from the Incident Commander.

Implement Emergency Organization Plan when applicable. (See Crisis Response Assignments and Crisis Response Job Descriptions in this handbook)

Notify Kern County Fire Department or Bakersfield Fire Department.

Telephone number: County 324-6551
City 324-4542

Notify the Kern County Sheriff's Office or the Bakersfield Police Department.

Telephone number: Sheriff 861-3110
Police 327-7111

Notify School Administrator, District Office and MOT Supervisor.
(See Emergency Communications).

Earthquake

The Incident Commander will determine which Action, if any, should be implemented. Where necessary, teachers will take immediate action to protect the safety of students without waiting for direction from the Incident Commander.

All students and staff will be kept at a safe distance as precaution against explosion.

Implement Emergency Organization Plan when applicable. (See Crisis Response Assignments and Crisis Response Job Descriptions in this handbook).

Notify Kern County Fire Department of Bakersfield Fire Department.

Telephone number: County 324-6551
City 324-4542

Notify the Kern County Sheriff's Office or the Bakersfield Police Department.

Telephone number: Sheriff 861-3110
Police 327-7111

Notify School Administrator, District Office and MOT Supervisor.
(See Emergency Communications)

Explosion or Risk Of Explosion

The Incident Commander will determine which Action, if any, should be implemented. Where necessary, teachers will take immediate action to protect the safety of students without waiting for direction from the Incident Commander.

All students and staff will be kept at a safe distance as precaution against explosion.

Implement Emergency Organization Plan when applicable. (See Crisis Response Assignments and Crisis Response Job Descriptions in this handbook).

Notify Kern County Fire Department of Bakersfield Fire Department.

Telephone number: County 324-6551
City 324-4542

Notify the Kern County Sheriff's Office or the Bakersfield Police Department.

Telephone number: Sheriff 861-3110
Police 327-7111

Notify School Administrator, District Office and MOT Supervisor.
(See Emergency Communications)

Fire in Surrounding Area

The Incident Commander will determine which action, if any, should be implemented. Where necessary, teachers will take immediate action to protect the safety of students without waiting for direction from the Incident Commander.

All Students and staff will be kept at a safe distance as a precaution against explosion.

Implement Emergency Organization Plan when applicable. (See Crisis Response Assignments and Crisis Response Job Descriptions in this handbook).

Notify Kern County Fire Department or Bakersfield Fire Department.

Telephone number: County 324-6551
City 324-4542

Notify the Kern County Sheriff's Office or the Bakersfield Police Department.
Telephone number: Sheriff 861-3110
Police 327-7111

Notify School Administrator, District Office and MOT Supervisor.
(See Emergency Communications)

Fire on School Grounds

The Incident Commander will determine which action, if any, should be implemented. Where necessary, teachers will take immediate action to protect the safety of students without waiting for direction from the Incident Commander.

All Students and staff will be kept at a safe distance as a precaution against explosion.

Implement Emergency Organization Plan when applicable. (See Crisis Response Assignments and Crisis Response Job Descriptions in this handbook).

Notify Kern County Fire Department or Bakersfield Fire Department.

Telephone number: County 324-6551
City 324-4542

Notify the Kern County Sheriff's Office or the Bakersfield Police Department.
Telephone number: Sheriff 861-3110
Police 327-7111

Notify School Administrator, District Office and MOT Supervisor.
(See Emergency Communications)

Flooding

The Incident Commander will determine which Action, if any, should be implemented. Where necessary, teachers will take immediate action to protect the safety of students without waiting for direction from the Incident Commander.

Implement Emergency Organization Plan when applicable. (See Crisis Response Assignments and Crisis Response Job Descriptions in this handbook).

Notify Kern County Fire Department or Bakersfield Fire Department.

Telephone number: County 324-6551
City 324-4542

Notify the Kern County Sheriff's Office or the Bakersfield Police Department.

Telephone number: Sheriff 861-3110
Police 327-7111

Notify School Administrator, District Office and MOT Supervisor.
(See Emergency Communications)

Loss or Failure Of Utilities

The Incident Commander will determine which Action, if any, should be implemented. Where necessary, teachers will take immediate action to protect the safety of students without waiting for direction from the Incident Commander.

Implement Emergency Organization Plan when applicable. (See Crisis Response Assignments and Crisis Response Job Descriptions in this handbook).

Notify Kern County Fire Department of Bakersfield Fire Department.

Telephone number: County 324-6551
City 324-4542

Notify the Kern County Sheriff's Office or the Bakersfield Police Department.

Telephone number: Sheriff 861-3110
Police 327-7111

Notify School Administrator, District Office and MOT Supervisor.
(See Emergency Communications)

Motor Vehicle Crash

The Incident Commander will determine which Action, if any, should be implemented. Where necessary, teachers will take immediate action to protect the safety of students without waiting for direction from the Incident Commander.

Implement Emergency Organization Plan when applicable. (See Crisis Response Assignments and Crisis Response Job Descriptions in this handbook).

Notify Kern County Fire Department of Bakersfield Fire Department.

Telephone number: County 324-6551
City 324-4542

Notify the Kern County Sheriff's Office or the Bakersfield Police Department.

Telephone number: Sheriff 861-3110
Police 327-7111

Notify School Administrator, District Office and MOT Supervisor.
(See Emergency Communications)

Pandemic**Preventive Actions:**

Stay at home when sick, for at least 24 hours after you no longer have a fever or signs of a fever without the use of fever-reducing medicines.

Cover your coughs and sneezes with a tissue

Wash your hands often with soap and water for at least 20 seconds.

Clean frequently touched surfaces and objects.

School Actions:

Prepared to allow staff and students to stay home if someone in their house is sick.

Increase space between people at school to at least 3 feet, as much as possible

Work closely with local public health officials and healthcare partners to conduct health risk assessments at the school, if warranted by the severity of the pandemic.

Modify, postpone, or cancel large school events'

Temporarily dismiss or suspend classes in rare circumstances, and determined by School Administration from communication with health officials.

Psychological Trauma

1. The school administrator will work with the Director of Student Services to assess the psychological support the may be needed as a result of the emergency/crisis situation.
2. The school administrator and Director of Student Services will work with the school and/or distric psychological team to ensure that appropriate pshysiological supports are provided to address student, staff, and family concerns.
3. The team will provide direct intervention services.
4. The team will advise and assist the school administrator to restor regular school functions as efficiently and as quickly as possible.
5. The team will provide ongoing assessment of needs and follow-ups as needed for both students and staff.

Suspected Contamination of Food or Water

1. The school administrator will isolate the suspected contaminated food/water to prevent consumption and will restrict access to the area.
2. The school administrator will notify the district office, director of food and nutrition services, and the district nurse.
3. The administrator will determine if they need to call 911.
4. The administrator will make a list of all potentially affected students and staff and will provide the list to the responding authorities.
5. The first aid/medical team will assess the need for medical attention and provide firs as as appropriate.
6. The school administrator will notify the district superintendent to determine necessary follow-up actions including the need to notify other potentially affected district facilities.
7. The school administrator and the district superintendent will confer with the county department of health services before the resumption of normal operations.
8. The school administrator will notify parents of the incident, as appropriate.

Tactical Responses to Criminal Incidents

School administration and the district superintendent will work in cooperation with local law enforcement and emergency personnel. Safety precautions may result in drop and cover, active threat lockdown, or evacuation, at the direction of emergency personnel.

Unlawful Demonstration or Walkout

Teachers stay on site to supervise students. Administrator is to contact law enforcement to notify them that a group of unsupervised, underage students are off site. Administration notifies district superintendent.

Emergency Evacuation Map

CHANGE ORDER**CO-03****PROJECT:**

New Relocatable Classrooms @ Lakeside School
 14535 Old River Road
 Bakersfield, California 93311

DISTRICT:

Lakeside Union School District
 14535 Old River Road
 Bakersfield, California 93311

CONSTRUCTION MANAGER:

Black/Hall Construction Inc.
 147 Kern Street
 Taft, California 93268

Dated: October 30, 2024
OMA Job No. 2023-2278

CM/GC Job No.
 D.S.A. App. # 03-123475
 D.S.A. File # 15-89
 P.T.N. # 63552-17

ARCHITECT

Ordiz-Melby Architects, Inc.
 5500 Ming Avenue, Suite 280
 Bakersfield, CA 93309

NOTE: Individual Change Orders for each Bid Package will be made in the amount as listed in the Change Order Summary indicated below.

SUMMARY OF CHANGE ORDER

CONTRACTOR	Black/Hall Construction						
BID PACKAGE NUMBER							TOTALS
Item #1	\$5,547.99						\$5,547.99
Item #2							\$0.00
Item #3							\$0.00
Item #4							\$0.00
Item #5							\$0.00
Item #6							\$0.00
Net Change by CO-03	\$5,547.99	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,547.99
Previous Sum of Change Orders for DSA #03-123475 for Bid Package Listed	\$8,845.96						
Original Contract Sum	\$910,913.00						
Contract Sum to Date	\$925,306.95	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

TOTAL ADDITIONS AND DEDUCTIONS THIS CHANGE ORDER	\$5,547.99
TOTAL ADDITIONS AND DEDUCTIONS PREVIOUS CHANGE ORDERS	\$8,845.96
ORIGINAL TOTAL PROJECT CONTRACT PRICE (TO DATE)	\$910,913.00

ADJUSTED TOTAL PROJECT CONTRACT PRICE (TO DATE)	\$925,306.95
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PERCENTAGE INCREASE TO PROJECT CONTRACT (TO DATE)	1.58%
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CONFORMANCE WITH CONTRACT DOCUMENTS

All work performed under this Change Order shall be in conformance with the Contract Documents as they apply to work of a similar nature and shall be subject to the provisions of the contract for the above-named project.

RECOMMENDED FOR APPROVAL

Black/Hall Construction Inc.

APPROVED (District)

Lakeside Union School District

By: _____
 Signature

Glenn Black, President

Print Name & Title

By: _____
 Signature

Ty Bryson, Superintendent

Print Name & Title

Date: _____

Date: 10/30/2024

RECOMMENDED FOR APPROVAL

Ordiz-Melby Architects, Inc.

By: _____
 Signature

Danny Ordiz, Architect

Print Name & Title

Date: 10/30/24

**Lakeside Union School District
14535 Old River Road
Bakersfield, California 93311**

INDEPENDENT CONTRACTOR AGREEMENT FOR SPECIAL SERVICES

This Independent Contractor Agreement for Special Services **2024-2025 Suburu Winter/Spring Break Program** ("Agreement") is made and entered into on, November 1, 2024 by and between the Lakeside Union School District, a public school district and a political subdivision of the State of California, Kern County, hereinafter referred to as the "District," and the Boys & Girls Clubs of Kern County, a private non-profit organization hereinafter referred to the "Contractor" (hereinafter referred to collectively as, "Parties".) for 2024 Winter Break & 2025 Spring Break services.

RECITALS

WHEREAS, the Program has been shown to reduce juvenile crime and improve students' grades, attendance and conduct; and

WHEREAS, the Contractor desires to provide Program services for the District's students to

WHEREAS, the Contractor is a private non-profit youth service agency organized pursuant to the include literacy and educational activities; and

laws of the State of California

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

WHEREAS, the District is in need of such special services and advice to provide the Program's academic enrichment and recreational activities for District students of all ages; and

WHEREAS, the Contractor is specially trained, experienced and competent to perform the special Program services for the benefit of District students, and District requires such services on a limited basis.

NOW, THEREFORE, the Parties agree as follows:

1. **Services**. The Contractor shall provide the Program services as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").
2. **Term of Agreement**. This Agreement will commence on November 1, 2024 and will continue until May 1, 2025 or until such time as the District no longer receives funds to deliver the Services for the benefit of District students or the Agreement is terminated in accordance with the terms of this Agreement, whichever comes first.

3. **Program Location.** The Contractor shall provide the Services at the following site (collectively, "District Facilities"):

- **Suburu School 7315 Harris Road Bakersfield, CA 93313**

4. **Submittal of Documents.** The Contractor shall not commence the Services under the terms of this Agreement until the Contractor has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

 X Signed Agreement

 X Workers' Compensation Certificate (Attached as **Exhibit "B"**)

 X Insurance Certificates and Endorsements

 X W-9 Form

 X Fingerprinting/Criminal Background Investigation Certification (Attached as **Exhibit "C"**)

 X Tuberculosis Clearance (Attached as **Exhibit "D"**)

5. **Priority of Use.** Throughout the term of this Agreement, District programs, including athletic and recreational programs, shall take precedence and priority over the Contractor's right to use District Facilities. The Contractor's use of District Facilities shall be solely for the Contractor's performance of the Services. Any use of District Facilities for other than the Contractor's performance of the Services is prohibited without the prior written consent of the District.

6. **Compensation.** The District agrees to pay the Contractor for Services rendered pursuant to this Agreement a total fee not to exceed Sixty Thousand Dollars (\$60,000) for the 2024 Winter Break & 2025 Spring Break Programs ("Total Compensation"). The Total Compensation shall be paid to the Contractor according to the following terms and conditions on the following dates:

January 1, 2025 (\$40,000)

May 1, 2025 (\$20,000)

7. **Expenses.** The District shall not be liable to the Contractor for any costs or expenses paid or incurred by the Contractor in performing Services for the District.
8. **Staffing.** The Contractor shall hire, supervise, train and assign Twenty-Four (24) staff members to provide services under this Agreement as follows:

- Suburu Elementary School (24)

Prior to commencing the performance of Services pursuant to this Agreement, the Contractor shall require its employees to submit evidence of an examination within the past sixty (60) days to determine that he or she is free of active tuberculosis. The Contractor agrees Contractor's

employees who skin test negative shall thereafter be required to take a tuberculosis test at least once every four (4) years pursuant to Education Code Section 49406. As noted in Section 4 above, the Contractor is required to submit a Tuberculosis Clearance certificate in the form attached hereto as **Exhibit "D"**.

9. **Plan to Ensure Daily Staffing.** The Contractor shall establish and maintain a qualified substitute staff member system to ensure the staff-to-student ration will be maintained in the daily delivery of Services despite employee absences.
10. **Security Clearance.** The Contractor shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements, including, but not limited to, those described in Education Code Sections 45125.01 and 45125.1, as applicable. The Contractor's responsibility shall extend to all Program staff and subs, regardless of whether such individuals are paid or unpaid, concurrently employed by the District, and/or acting as independent Contractors of the Contractor. The Contractor shall not permit any employee to have any contact with District students until the Contractor has verified in writing, based on the background check, to the District's Board of Education ("Board") that such employee has not been convicted of a felony, as defined in Education Code Section 45125.1. Verification of compliance with this Section shall be provided in writing to the District prior to each individual's commencement of employment or the provision of Services pursuant to the program and prior to permitting contact with students participating in the Program. As noted in Section 4 above, the Contractor is required to submit a Fingerprinting/Criminal Background Investigation Certification in the form attached hereto as **Exhibit "C"**.
11. **Qualifications and Licenses.** The Contractor shall be responsible for verifying the credentials, certificates, and licenses of Program staff, agents, subcontractors or volunteers or any other evidence of such individual's qualifications and fitness for participation in the Program. All Program staff and volunteers shall be subject to the health screening requirements in current law and District policy for school Personnel and volunteers in the District. All staff members who directly supervise students shall, at a minimum, meet the qualifications of an instructional aide in the District. Verification shall extend to motor vehicle licenses and possession of adequate vehicle insurance coverage, if such individuals will be required to provide transportation services as part of their Program duties.
12. **Staff Performance and Evaluation.** The Contractor is responsible for all Program employee performance evaluations. The District will provide information as he or she deems appropriate for the Contractor's consideration in its evaluation of its assigned employees.
13. **Documentation of Hours Worked.** Staff of the Contractor shall maintain records of hours worked at their respective location and shall sign in and out daily on a time log maintained by the Contractor.
14. **Coordination with the School Staff.** Staff of the Contractor shall communicate with the designated District Staff regarding any issues or conflicts that might arise concerning the use of

space, equipment, student safety and security, or other items covered by this Agreement.

15. **District Facility Usage.** The District Facilities to be used are classrooms, the cafeteria, and playground at each site. The Contractor will clean up and return items to their original location at the end of each day.
 - 15.1 **Computer Accounts.** Certain members of the Contractor's staff may be assigned a District computer account to use for Program-related purposes. District equipment shall be used by the Contractor in accordance with applicable law and District policy and procedure. Only the staff person actually assigned the District computer account may use said account. No sharing of District computer accounts amongst the Contractor staff is permitted.
16. **Materials.** The Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement, except as follows:
 - 16.1 Program supplies for the activities delivered by the Contractor will be provided by the Contractor.
17. **Field Trips.** The Contractor shall sponsor and must obtain advance approval from the District for any field trips or other off-site travel planned for students in the Program. Signed parental/guardian permission forms with appropriate release of liability for the District and the Contractor, attached hereto as **Exhibit "E"**, must be obtained in advance for each participating student. Any activity organized by the Contractor shall be considered an activity in the sole control and direction of the Contractor. The Contractor shall assume all responsibility for the care and control of students will participation in any activity, whether on-site or off-site that is offered as part of the Program.
18. **Parental Visits.** The Contractor shall provide for reasonable parental access to all of District's Facilities being used by the Contractor to the extent allowed by applicable law. The Contractor shall ensure that parental visits are in agreement with applicable court orders, if any.
19. **Medication.** The Contractor shall ensure that medications are distributed and/or administered to students participating in the Program only when there is a written statement on file with both the Contractor and the District from a licensed physician detailing the type, administration, method, amount, and time schedule of how the medication is administered. The Contractor shall not distribute or administer any prescribed medication to any student unless pursuant to a written statement by the student's parent on file with both the Contractor and the District. The Contractor shall keep a written log of medication dispensation and/or administration. Any change in medication dispensation or administration (such as method, amount, and schedule) by the Contractor must be previously authorized in writing by a licensed physician and parent on file with the Contractor and the District.

20. **Accidents and Incidents.** The Contractor shall complete a written accident report and provide it to the District when a student has suffered an injury that requires medical attention of a licensed medical professional. The Contractor shall complete a written accident report and provide it to the District when the Contractor becomes aware of circumstances that require notification be made to other agencies. The circumstances may include, without limitation, allegations of molestation, child abuse, and injuries resulting from physical restraint. The Contractor assures the District that all staff members, including volunteers, are familiar with child abuse and general concerns regarding the health and safety of a student that may impair the student's educational program, including the need for mental health services, and shall inform the District by facsimile or U.S. mail within twenty-four (24) hours of when the Contractor becomes aware of those circumstances.

21. **Acknowledgement of Receipt of Policies and Procedures.** All Contractor staff providing Services related to the operation of the Program will be provided a copy of the following District policies and procedures and must acknowledge, in writing that they have read and agree to abide by the District policies and procedures listed below:

- Use of District Facilities, space, and equipment
- Student discipline (school discipline, search and seizure, suspension, and expulsion)
- Site emergency plan and protocol (e.g., lockdown, shelter in place, contacts for emergency)
- Release of students from school's custody (release to parent/guardian, late pick-up policy, sign-in/sign-out process)
- After School Programs including early release provisions
- Safety (e.g., students who walk home, visitors/outside, School Safety Plan, accident procedures)
- Child abuse and neglect
- Privacy rights of parents and students
- Health Care
- Emergency medical information
- Administration and storage of medication
- Pupil records
- Emergencies
- Alcohol and other drug policies
- Student wellness and child nutrition
- Registration of visitors/outside and disruption of service
- Parental notifications and consent
- Nondiscrimination and complaints
- Special education and Section 504 of the Rehabilitation Act
- Use of District technology and electronic systems

All rules and regulations of the Board and all Federal, State and local laws, ordinances, and regulations, are to be observed strictly by the Contractor and all those using District Facilities and grounds with the Contractor's permission or pursuant to this Agreement.

22. **Anti-Discrimination (employees).** It is the policy of the District that in connection with all work performed under District contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Contractor agrees to require the compliance by all its subcontractor(s).
23. **Anti-Discrimination (students).** It is the policy of the District that in connection with all work performed under District contracts there be no discrimination against any student who participates in the Program based on actual or perceived race or ethnicity, national origin or nationality, physical or mental disability, religion, sex or gender, color, age, sexual orientation, limited to the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, the Individuals with Disabilities Education Act, and District policy. The Contractor agrees to require compliance by all its employees and subcontractor(s). The District shall make reasonable accommodations or modifications of the Program provided by the District, and require compliance by all its employees and subcontractors.
24. **Prohibited Activities.** The following are prohibited in or about the District Facilities or at any time during which Services are being provided under this Agreement, even if Services are being provided off-site: possession or use of tobacco products, intoxicants, or narcotics, the use of profane language, quarreling, fighting, or gambling.
25. **Insurance.**
- 25.1 The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.
- 25.1.1 **Commercial General Liability and Automobile Liability Insurance.**
Commercial General Liability Insurance and any Automobile Liability Insurance that shall protect the Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from performing any portion of the Services. (Form CG 0001 and CA 0001)
- 25.1.2 **Workers' Compensation Insurance.**
Workers' Compensation Insurance for all of its employees performing any portion of the Services. In accordance with provisions of Section 3700 of the California Labor Code, the Contractor shall be required to secure worker's compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained

before any of those employee(s) commence performing any portion of the Services.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and	
Medical Payments	\$5,000
Each Occurrence	\$2,000,000
General Aggregate	\$2,000,000
Automobile Liability Insurance – Any Auto	
Each Occurrence	\$2,000,000
General Aggregate	\$2,000,000
Workers Compensation	Statutory Limits

25.2 Proof of Carriage of Insurance. The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District. Certificates and insurance policies shall include the following:

25.2.1 A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

25.2.1 Language stating in particular those insured, extent of insurance, location, and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

25.2.3 An endorsement stating that the District and State and their agents,

representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employer's Liability Insurance. An endorsement shall also state that the Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District.

25.2.4 All policies shall be written on an occurrence form.

25.3 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

- 26. Quality Assurance.** The Contractor shall document its provision of agreed upon Services and submit required documentation to the District at request of District.
- 27. Records.** The Contractor will maintain full and accurate records in connection with this Agreement and will make them available to the District for inspection at any time.
- 28. Independent Contractor Status.** The Contractor, in performance of this Agreement, shall be and act as an independent contractor. The Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. The Contractor shall assume full responsibility for payment of all Federal, State and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to the Contractor's employees. In the performance of the Services herein contemplated, the Contractor is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the Services, the District being interested only in the results obtained.
- 29. Compliance With Laws.** The Contractor shall observe and comply with all rules and regulations of District's Board and all Federal, State, and local laws, ordinances and regulations. The Contractor shall give all notices required by any law, ordinances and regulation bearing on conduct other Services as indicated or specified. If the Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules or regulations, the Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon the Contractor's receipt of a written termination notice from the District. If the Contractor performs any Services that are in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, the Contractor shall bear all costs arising therefrom.
- 30. Indemnification.** The Contractor and District shall indemnify each other and their respective agents, servants, and employees from any claims, losses, or liabilities due to death, injury to a

person(s), or damage to property to the extent caused by the indemnifying party's negligence or willful misconduct.

31. **No Rights In Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
32. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** The District may evaluate the Contractor in any way the District is entitled pursuant to applicable law. The contractor shall allow District access during the Contractor's provision of Services for this purpose. The district's evaluation may include, without limitation:
- 32.1 Requesting that District employee(s) evaluate the performance of the Contractor and the Contractor's employees and subcontractors during the provision of Services.
- 32.1 Announced and unannounced observance of the Contractor, the Contractor's employee(s), and/or subcontractor(S).
33. **Limitation of Liability.** Other than as provided in this Agreement (including Section 30's indemnification provision), the District's financial obligations under this Agreement shall be limited to the Payment of the compensation set forth in Section 6 of this Agreement. Other than the District's financial and indemnification obligations under this Agreement, the District shall not be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.
34. **Confidentiality.** The Contractor and all the Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. The Contractor understands that student records are confidential and agrees to comply with all State and Federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
35. **Notices.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and whether personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

CONTRACTOR:

Boys & Girls Clubs of Kern County
PO Bin 5J
Bakersfield, CA 93385

DISTRICT:

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

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) day after deposit in the United States mail.

36. **California Law.** This Agreement shall be governed by and the rights, duties, and obligations of the Parties shall be determined and enforced in accordance with the laws of that State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Kern County California.
37. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
38. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
39. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
40. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of the agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
41. **Captions and Interpretations.** Paragraph heading in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
42. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
43. **Signature Authority.** Each party had the 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.
44. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
45. **Incorporation of Recitals and Exhibit.** The recitals and each exhibit attached hereto are hereby

incorporated herein by reference.

46. **Subcontract and Assignment.** Neither party shall assign its rights, duties, or privileges under this Agreement, nor shall either party attempt to confer any of its rights, duties, or privileges under this Agreement on any third party, without the written consent of the other party. The Contractor may enter into subcontracts only with the prior written authorization of the District.
47. **Entire Agreement of Parties.** This Agreement sets forth the entire agreement between parties and supersedes all other oral or written representations. This Agreement may be amended or modified only by a written instrument executed by both parties.
48. **Termination.**
- 48.1 **Without Cause By District.** The District may, at any time, with or without reason, terminate this Agreement and compensate the Contractor only for Services satisfactorily rendered to the date of termination. Written notice by the District shall be sufficient to stop further performance of Services by the Contractor or no later than thirty (30) days after the day of mailing, whichever is sooner. The Contractor shall only be responsible for providing its Services under this Agreement, and the Contractor shall not be liable for any additional expenses or costs incurred by the District in subsequently securing similar services from any other contractor.
- 48.2 **Without Cause By Contractor.** The Contractor may, upon thirty (30) days' written notice, with or without reason, terminate this Agreement. Upon the Contractor's termination of this Agreement, the District shall only be obligated to compensate the Contractor for Services satisfactorily rendered to the date of termination. Thirty (30) days' notice by the Contractor shall be sufficient to stop further performance of Services to the District. The Contractor acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
49. **Compliance with State Regulations.** The Contractor agrees to comply with all terms and conditions and exhibits of this Agreement and the Program, which provisions are incorporated by reference into this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

**Boys & Girls Clubs of Kern County
(CONTRACTOR)**

By: _____

Title: _____

**Lakeside Union School District
(DISTRICT)**

By: _____

Title: _____

Information regarding Contractor:

Contractor: Boys & Girls Clubs of Kern County

License No.: _____

Address: PO BIN 5J
Bakersfield, CA 93385

Telephone: (661) 325-3730

Facsimile: (661) 325-2118

E-Mail: zanesmith@bgclubsofkerncounty.org

Type of Business Entity:

____ Individual

____ Sole Proprietorship

____ Partnership

____ Limited Partnership

____ Corporation, State: _____

____ Limited Liability Company

X Other: 501c3

Employer Identification and/or Social
Security Number

**NOTE: Federal Code of Regulations
Sections 6041 and 6209 require non-
corporate recipients of \$600.00 or
more to furnish their taxpayer
identification number to the payer. The
regulations also provide that a penalty
may be imposed for failure to furnish
the taxpayer identification number. In
order to comply with these regulations,
the District requires your Federal tax
identification number or Social Security
number, whichever is applicable.**

EXHIBIT "A"

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

The Contractor shall provide the following Services:

1. Educational and literacy enrichment activities at the school sites listed in the Agreement from 7 a.m. until at least 4 p.m., Monday through Friday except for days such as minimum attendance days, staff development days, or when performance is excused in writing by the District.
2. Train and supervise staff to help implement the Program.
3. Educational and literacy components in the form of homework assistance in one or more of the following areas: language arts, mathematics, history and social science, computer training or science.
4. Educational enrichment may include fine arts, recreation, physical fitness, student wellness, and prevention activities.
5. Collaborate with the District on all reporting requirements of the designated funding stream.
6. The Contractor will also have the responsibility of working with parents, volunteers, and subcontracting agencies that are part of the after school program.

EXHIBIT "B"

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

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

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Services of this Agreement.

Date: _____

Proper Name of Contractor: Boys & Girls Clubs of Kern County

Signature: _____

Print Name: Zane Smith

Title: Executive Director

(In accordance with Article 5 – commencing at Section 1860, Chapter 1 part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Services under this Agreement.)

EXHIBIT "C"
FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION
CERTIFICATION

One of the boxes below must be checked, with the corresponding certification provided, and this form attached to the Independent Contractor Agreement for Special Services ("Agreement"):

[To be completed by the authorized District employee only.] The Boys & Girls Clubs of Kern County's ("Contractor") employees, agents and volunteers will (1) have only limited contact, if any, with District students and the District will take appropriate steps to protect the safety of any students that may come in contact with the Contractor's employees so that the fingerprinting and criminal background investigation requirements of Education Code Section 45125.1 shall not apply to the Contractor for the Services under their Agreement; or (2) be under the immediate supervision and direction of certificated personnel of the District so that the fingerprinting and criminal background investigation requirements of Education Code Section 49024 shall not apply to the Contractor for the Services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code Section 45125.1 [c])

Date: _____

District Representative's Name and Title: _____

Signature: _____

The fingerprinting and criminal background investigation requirements of Education Code Section 49024 apply to the Contractor's Services under this Agreement and Contractor certifies its compliance with these provisions as follows:

The Contractor certifies that the Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code Section 49024 with respect to all the Contractor's volunteers, employees, subcontractors, agents, and subcontractors' employees or agents ("Contractor Parties") regardless of whether those Contractor Parties are paid or unpaid, concurrently employed by the District, or acting as independent contractor of the Contractor, who may have contact with District pupils in the course of providing Services pursuant to the Agreement, and the California Department of Justice And the Federal Bureau of Investigation have determined that none of those Contractor Parties has been convicted of a felony, as that term is defined in Education Code Section 45122. A complete and accurate list of all Contractor Parties who may come in contact with District pupils during the course and scope of the Agreement is attached hereto.

I am an authorized representative of the Contractor entering into this Agreement with District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of the Contractor.

Date: _____

Name of Contractor or Company: Boys & Girls Clubs of Kern County

Signature: _____

Print Name and Title: Zane Smith, Executive Director

EXHIBIT "D"

TUBERCULOSIS CLEARANCE

The undersigned does hereby certify to the Governing Board of the District as follows:

I am a representative of the Boys & Girls Clubs of Kern County ("Contractor") currently entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of the Contractor.

The Contractor's responsibility for tuberculosis clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District students regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

The Contractor certifies that at least one of the following items applies to the Services that are the subject of the Agreement:

The Contractor has complied with the tuberculosis requirements of Education Code Section 49406.1 with respect to all Contractor's employees all of its subcontractor's employees who may have contact with District students in the course of providing Services pursuant to the Agreement, and the California Department of Justice has determined that none of those employees has active tuberculosis, as that term is defined in Education Code Section 45122.1. A complete and accurate list of the Contractor's employees and of all of its subcontractors' employees who may come in contact with District students during the course and scope of the Agreement is attached hereto; and/or

The Contractor's Services under the Agreement are to be provided at an unoccupied school site only and/or will not be done on any District property and no employee and/or subcontractor or supplier of any tier of Agreement shall come in contact with District students.

Date: _____

Name of Contractor or Company: Boys & Girls Clubs of Kern County

Signature: _____

Print Name and Title: Zane Smith, Executive Director

EXHIBIT "E"
FIELD TRIP CONSENT AND RELEASE FORM
Boys & Girls Clubs of Kern County
801 Niles Street
Bakersfield, California 93305

PARENT PERMISSION FORM FOR STUDENT TO PARTICIPATE IN FIELD TRIP,
WAIVER OF LIABILITY AND CONSENT FOR MEDICAL TREATMENT

Return this to <Your Child's Teacher>

I, _____ (Parent/Guardian of Student), by signing below agree to the following with respect to my daughter/son's, _____, ("Student") participation in the voluntary activity described in this Consent and Release Form.

Student has my consent to participate in the field trip described below and may participate in all activities associated with the field trip or school-related trip (hereinafter, "Field Trip").

1. Description of Field Trip: _____
 2. Location: _____
 3. Date/Time/Duration: _____
-
- A. Student and Parent/Guardian understand that Student's participation in the Field Trip is an honor and a privilege and that Student shall act responsibly and with self-control throughout the Field Trip's duration. Student and Parent/Guardian acknowledge that Student is a person of sufficient maturity to make reasonable decisions about his/her conduct, and Student shall accept full responsibility for such conduct while participating in this Field Trip.
 - B. Student agrees to abide by the discipline code of the Boys & Girls Clubs while participating in the Field Trip, Commencing at the time of departure from school premises until Student returns to his/her home
 - i. A copy of the discipline code is attached to this Consent and Release Form.
 - ii. Student will stay within the designated geographic parameters throughout the Field Trip
 - C. Student and Parent/Guardian understand and agree that if Student violated any of the rules set forth in the District's discipline code, it will be within the sole discretion of the Field Trip supervisor or other designated supervisor ("Supervisors") to take whatever disciplinary action is necessary, including immediate notification of Parent/Guardian, dismissal from the Field Trip, or any other discretionary action that may be deemed appropriate.
 - D. Student and Parent/Guardian acknowledge that there are certain risks inherent in participating in field trips. Such risks may include, but are not limited to, accident, delay, injury, illness or damage to personal property. Student and Parent/Guardian further agree that Supervisors cannot ensure the safety of Student. Student and Parent/Guardian expressly assume these risks and agree that they will not hold the Supervisors, the Boys & Girls Clubs of Kern County (the "Club") or the District responsible if such events occur.
 - E. Student and Parent/Guardian, as a condition of Student's participation in the Field Trip, hereby agree to indemnify and hold harmless and waive all claims or suits for damages or injury arising from Students participation in the Field Trip and liability against the Clubs and the Lakeside Union School District, and

their officers, agents, employees, and volunteers, for injury, accident, illness, or death occurring during or by reason of this Field Trip. Student and Parent/Guardian hereby waive all rights to hold Supervisors, the Club, and the Lakeside Union School District personally, individually, jointly or severally liable for any and all claims.

- F. In the event of an accident, injury and/or medical emergency, Supervisors are hereby authorized to consent to and obtain whatever emergency medical treatment, surgery or dental care is considered necessary from and in the best judgment of the attending physician, medical care facility, hospital, paramedic unit or other health care provider deemed appropriate by Supervisors in the circumstances. In the event it is impossible to receive instructions for Student's care, full authorization is given to any licensed physician and/or surgeon for the provisions of medical treatment, including the administration of drugs or medication, and the performance of surgical treatment for the relief of pain and/or the preservation of life and/or health and well-being. Student and Parent/Guardian understand that this authorization is given to provide Supervisors, the Club, and the Lakeside School District with the power to secure reasonable medical care under emergency circumstances. Medical costs incurred shall be the responsibility of the Student and Parent/Guardian.
- G. Student and Parent/Guardian agree to pay for such medical care whether or not the costs are insured by student or Parent/Guardian's health insurance. Student and Parent/Guardian understand that an attempt will be made to contact Parent/Guardian by telephone if possible, before such care is administered.

Phone Number(s) where parent(s)/guardian(s) can be reached _____

Name of Medical Insurance: _____ Emergency medical contact number(s): _____

Medication student is taking (if any): _____ Medication student should not take: _____

- H. The Club and the Lakeside Union School District does not provide insurance for accidental injuries to student.

I have read, understand, and voluntarily agree to all provisions stated above. I give my permission for my child to participate in the Field Trip described herein.

Parent/Guardian Name: _____

Parent/Guardian Signature: _____

Address: _____

Date: _____ Phone: _____

2024-2025 Suburu Winter Break Program (100 Students)

(December 23, 26, 27, 30, 31)

(January 2, 3)

Members	Weekly Rate	Weeks	Total
100	\$ 200.00	2	\$ 40,000.00

2025 Suburu Spring Break Program (100 Students)

(April 14, 15, 16, 17, 21)

Members	Weekly Rate	Weeks	Total
100	\$ 200.00	1	\$ 20,000.00

Grand Total

\$ 60,000.00

Program Schedule

7:00 a.m. - 4:00 p.m.



Lakeside Union School District 2024 Fee Justification Study

October 4, 2024

KOPPEL & GRUBER
PUBLIC FINANCE

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EXECUTIVE SUMMARY

Education Code Section 17620 authorizes the governing board of a school district to levy school fees to offset the impacts to school facilities from new residential and commercial/industrial construction and reconstruction. In order to levy Level I fees (statutory fees), a school district must prepare and adopt a fee justification study pursuant to the provisions of Education Code Section 17620 and Sections 65995 and 66001 of the Government Code. The fee justification study serves as the basis for justifying the levy of Level I fees and presents and documents the nexus findings required by State law.

This Fee Justification Study ("Study") has been prepared for the Lakeside Union School District ("School District") to demonstrate the relationship between new residential and commercial/industrial development and the School District's need for the construction of school facilities, the cost of the school facilities, and the per square foot amount of Level I fees ("School Fees") that may be levied by the School District on residential and commercial/industrial development in accordance with applicable law.

The State Allocation Board ("SAB") reviews and may adjust the maximum authorized School Fees every January in even-numbered years. The SAB increased the Level I fee on January, 24, 2024 and the maximum School Fees authorized by Education Code Section 17620 are currently \$5.17 per square foot for residential construction/reconstruction and \$0.84 per square foot for commercial/industrial construction for unified school districts.

The School District serves areas within the City of Bakersfield (the "City") and portions of Unincorporated Kern County ("County") and provides education for transitional kindergarten (TK) through 8th grade. Pursuant to Education Code Section 17623(a), the School District, as a nonunified school district sharing common jurisdiction with other nonunified school district(s), entered into a school facilities fee allocation agreement with the Kern High School District. The agreement specifies the percentage of the maximum School Fees that may be levied and collected by each school district. According to the agreement, approximately two-thirds (65%) of the maximum School Fees may be charged and collected by the School District, or \$3.36 and \$0.55 for residential and commercial/industrial development, respectively. Based on the findings presented in this Study, the School District is justified in collecting its portion of the maximum residential and commercial/industrial School Fees¹. The findings are summarized as follows:

Residential Development

New residential development in the School District is projected over the next ten (10) years and beyond. Based on student generation rates determined for the School District, new residential development could generate an estimated 2,076 new students over the next ten (10) years. An analysis of the School District's existing facilities capacity and enrollment demonstrates the need for the construction, reconstruction, and implementation of capital improvements in order to adequately house the projected student enrollment population. The school facilities cost impact per residential square foot as determined in this Study are shown in Table E-1.

¹ Except for the new commercial/industrial development categorized as Rental Self-storage facilities, as further described in this Study.

TABLE E-1
Residential School Facilities Cost Impact/ Applicable Residential School Fee Per Square Foot

Impact Per Square Foot	Applicable Residential School Fee Per Square Foot
\$10.45	\$3.36

The cost impact per square foot of residential construction/reconstruction shown in Table E-1 is greater than the School District’s share of the maximum authorized residential School Fee, which is \$3.36 per square foot; therefore, the School District is reasonably justified in levying statutory Level I school fees in an amount up to but not exceeding \$3.36 per square foot (the “Applicable Residential School Fee”).

Commercial/Industrial Development

As commercial/industrial properties develop, new jobs are created. Many of the employees working at the new jobs will move into the School District boundaries, thereby increasing the need for new residential development and further impacting the School District’s facilities. Additionally, many employees living outside of but working at new jobs within the School District boundaries will enroll students on an inter-district basis. School Fees may be imposed on commercial/industrial development if the school fees collected on residential development are insufficient to provide adequate school facilities for students generated as a result of new development and nexus findings are presented that justify the imposition of the commercial/industrial school fee.

Section 17621(e)(1)(B) of the Education Code requires that the Study determine the impact of the increased number of employees anticipated to result from commercial/industrial development upon the cost of providing school facilities within the School District. This code section further adds that employee generation estimates shall be based on the applicable employee generation estimates set forth in the January 1990 edition of “San Diego Traffic Generator Study” (“Traffic Study”), a report by San Diego Association of Governments (“SANDAG”). The school facilities cost impacts per commercial/industrial square foot as determined in this Study are shown in Table E-2 by commercial/industrial land use type (each commercial/industrial category is further described in Appendix “A”).

The cost impacts per square foot for each category of commercial/industrial construction are equal to or exceed \$0.55 per square foot, the School District’s maximum authorized School Fee per square foot applicable to new commercial/industrial development; except for Rental Self-Storage where a School Fee of \$0.46 per square foot is justified (“Applicable Com/Ind School Fees”). Therefore, the School District is fully justified in levying commercial/industrial School Fees on new commercial/industrial development in an amount up to but not exceeding the Applicable Com/Ind School Fees. The Applicable Com/Ind School Fees that may be charged by the School District are summarized in Table E-2.

TABLE E-2
Commercial/Industrial School Facilities Cost Impacts/ Applicable School Fees

Commercial/Industrial Category	Impact Per Square Foot	Maximum Applicable School Fees
Banks	\$20.25	\$0.55
Community Shopping Center	\$11.00	\$0.55
Neighborhood Shopping Center	\$20.06	\$0.55
Industrial Business Parks	\$25.19	\$0.55
Industrial Parks/Warehousing/Manufacturing	\$9.66	\$0.55
Rental Self-Storage	\$0.46	\$0.46
Research & Development	\$21.79	\$0.55
Hospitality (Lodging)	\$8.11	\$0.55
Commercial Offices (Standard)	\$34.32	\$0.55
Commercial Offices (Large High Rise)	\$32.57	\$0.55
Corporate Offices	\$19.25	\$0.55
Medical Offices	\$30.56	\$0.55

SECTION I. LEGISLATION AND LEGAL REQUIREMENTS

This section discusses the legislative history of the Level I Fee.

Assembly Bill (“AB”) 2926 enacted by the State in 1986, also known as the “1986 School Facilities Legislation” granted school districts the right to levy fees in order to offset the impacts to school facilities from new residential and commercial development. Originally set forth in Sections 53080 and 65995 of the Government Code, AB 2926 authorized statutory school fees to be levied, commencing January 1, 1987, in the amount of \$1.50 per square foot of new residential assessable space and \$0.25 per square foot of enclosed commercial or industrial assessable space. AB 2926 also provided for an annual increase of the statutory fees based on the Statewide cost index for Class B construction, as determined by the SAB. The provisions of AB 2926 have since been amended and expanded.

AB 1600 was enacted by the State legislature in 1987 and created Government Code Sections 66000 *et seq.* These sections require a public agency to satisfy the following requirements when establishing, increasing or imposing a fee as a condition of approval for a development project:

1. Determine the purpose of the fee;
2. Identify the use to which the fee is to be put;
3. Determine how there is a reasonable relationship between the fee’s use and the type of development project on which the fee is imposed;
4. Determine that there is a reasonable relationship between the need for the public facilities and the type of development project on which the fee is imposed;
5. Determine that there is a reasonable relationship between the amount of the fee and the cost, or portion of the cost of the public facility attributable to the development on which the fee is imposed; and
6. Provide an annual accounting of any portion of the fee remaining unspent or held for projects for more than five (5) years after collection.

AB 181, enacted in 1989, established new requirements for school districts levying school fees and also re-codified Government Code Section 53080 *et seq.* as Education Code Section 17620 *et seq.* The additional provisions established by AB 181 imposed more stringent nexus requirements which must be satisfied by school districts prior to levying school fees, especially with respect to commercial/industrial school fees. Additionally, AB 181 provided that the maximum school fees for residential and commercial/industrial development be subject to an increase every two (2) years rather than annually.

In 1998, Governor Wilson signed into law Senate Bill 50 (“SB 50”), the Leroy F. Greene School Facilities Act of 1998, which reformed State’s School Building Program and developer school fee legislation. A significant provision of SB 50 provides school districts the option of adopting alternative school fees (also known as Level II and Level III fees) in excess of the Level I fee upon meeting certain requirements. SB 50 also placed a \$9.2 billion State Bond measure on the November 3, 1998 ballot (Proposition 1A). With the passage of Proposition 1A in November 1998, SB 50 became operative.

SB 50 also limited the power of cities and counties to require mitigation of school facilities impacts as a condition of approving new development and suspended the court cases known as Mira-Hart-Murrieta. The Mira-Hart-Murrieta cases previously permitted school districts to collect mitigation fees in excess of school fees under certain circumstances.

On November 5, 2002, California voters passed Proposition 47, which authorized the issuance of \$13.05 billion in State bonds and also enacted AB 16, which provided for additional reformation of the School Building Program. AB 16, among other items, clarified that if the SAB is no longer approving apportionments for new construction due to the lack of funds available for new school facilities construction, a school district may increase its Level II Fee to the Level III Fee. With the issuance of the State bonds authorized by the passage of Proposition 47, this section of AB 16 became inoperable.

Furthermore, Proposition 55 was approved on March 2, 2004, which authorized the sale of \$12.3 billion in State bonds. In addition, California voters approved Proposition 1D in the general election held on November 7, 2006. Proposition 1D authorized the issuance of \$10.4 billion in State bonds.

California voters approved Proposition 51 (the California Public School Facility Bonds Initiative) in the general election held on November 8, 2016, authorizing the issuance of \$9 billion in bonds to fund the improvement and construction of school facilities for K-12 schools and community colleges.

SECTION II. PROJECTED UNHOUSED STUDENTS AND ESTIMATED FACILITY AND PER STUDENT COSTS

The objective of this Study is to determine if a nexus exists between future residential and commercial/industrial development and the need for school facilities. In addition, the Study aims to identify the costs of such required school facilities and determine the amount of School Fees that can be justifiably levied on residential and commercial/industrial development according to the estimated impacts caused by such development. This section evaluates whether existing school facilities can accommodate students generated from future residential development, projects student enrollment based on anticipated residential growth, and estimates the costs of school facilities required to accommodate new residential growth. The findings determined in this section are used in following sections to evaluate the cost impact per square foot for new residential and commercial/industrial property. Although many of the figures in this section are primarily derived from residential development projections and impacts, they are adjusted in Section IV. to evaluate the impact of commercial/industrial development.

A. SCHOOL DISTRICT CAPACITY AND STUDENT ENROLLMENT

The School District's existing school facilities capacity and student enrollment were evaluated in order to determine if there is available capacity to house students generated by new residential and commercial/industrial development.

The School District currently operates one (1) elementary school that serves TK-6 and one (1) junior high school that serves TK-8 and have a capacity to accommodate 1,286 students. The capacity is determined based on capacity reported in the School District's SAB 50-02 application and adjustments reported on subsequent SAB 50-04 applications for new construction funding. Appendix "B" provides a calculation of the updated facility capacity. It should be noted these capacities are driven by State loading standards and do not necessarily reflect the School District's program goals or the condition of such facilities.

Based on Student Enrollment Data as of October 2023¹, the student enrollment of the School District is 1,599 students. A summary of the student enrollment data is included in Appendix "C". Current available capacity is calculated by subtracting current student enrollment from existing school facilities capacity for each school level. This operation results in a surplus of available seats at the elementary school and junior high school levels. The available capacity calculation is shown in Table 1.

¹ California Department of Education; DataQuest Enrollment by Grade

TABLE 1
Facilities Capacity and Student Enrollment

School Level	Existing Facilities Capacity	Student Enrollment October 2023¹	Available/ (Deficit) Capacity
Elementary School (TK-6)	1,124	1,259	(135)
Junior High School (7-8)	162	340	(178)
Total	1,286	1,599	(313)

¹The School District currently operates TK-5 and TK-8 schools. The figures above have been adjusted by school level to be consistent with SAB 50-02 capacity requirements.

B. PROJECTED UNHOUSED STUDENTS

1. Projected Residential Units

To estimate projected residential unit growth over the next ten (10) years, Koppel & Gruber Public Finance ("K&G Public Finance") utilized information from the Planning Departments from the City as well as the County of Kern Planning Department (collectively the "Planning Agencies"), including but not limited to specific plans and tract and land entitlement information. Such information was used to project residential development for areas within each planning jurisdiction by housing type. Based on the information, it is estimated the School District could experience the development of an estimated 4,461 residential units over the next ten (10) years ("Projected Units").

The types of residential units¹ considered include:

- (i) **Single family detached ("SFD")** –dwelling units with no common walls and assigned an individual and separate assessor's parcel;
- (ii) **Single family attached ("SFA")** –dwelling units sharing a common wall with each unit being on a separate and unique assessor's parcel (e.g. townhouses, condominiums, etc.);
- (iii) **Multi-family units ("MF")** –dwelling units which share a single assessor's parcel and share a common wall (e.g. apartments, duplexes, etc.).

¹ Accessory Dwelling Units (ADUs) or Junior ADUs are independent residential dwelling units located on the same parcel as a primary residential dwelling. ADUs may be detached, attached, or located within the primary dwelling, including within garages and storage areas. ADUs are generally considered new construction because they are living areas that did not previously exist on the parcel or as a part of the primary home. Whether ADUs are called casitas, granny flats, in-law units, generational units, or converted living space, these areas are intended to provide a new area for living and sleeping – essentially a new residential unit which did not previously exist. The School District recognizes that students are projected to be generated from ADUs and will charge the appropriate fee rate for these types of new construction projects.

It should be noted that Mobile homes are not included in this analysis.¹ Currently, none of the Projected Units have mitigated their impact to the School District through participation in a Community Facilities District.

TABLE 2
Projected Units by Residential Category

Residential Category	Projected Units
Single-Family Detached (SFD)	4,461
Single-Family Attached (SFA)	0
Multi-Family Attached (MF)	0
Total	4,461

2. Student Generation Rates

In order to calculate student generation rates (“SGRs”), K&G Public Finance first obtained property characteristic data from the County Assessor’s Office. Parcels in the data file were classified by unit type (SFD, SFA and MF) and residential parcels were extracted. Due to the County data missing unit counts in certain instances, K&G Public Finance compiled unit counts based on information from data from the US Census Bureau² resulting in a total of 3,167 SFDs, 0 SFAs and 139 MFs within the School District.

K&G Public Finance then obtained a student database from the School District, which contained the school attended, grade level and physical address information for each student enrolled in the School District. The student database is reflective of student enrollment information as of September 2024. The student enrollment address information was matched to the address (situs address) information of parcels in the County property characteristic database. The number of students matched was then queried by school level and residential category. Table 3 provides a summary of the SGRs by school level and residential category. SGRs could not be calculated for SFA due to the absence of properties classified as SFAs within the School District. No SFA units are projected to be constructed within the School District within the next ten (10) years. A more detailed analysis of the SGR determinations is contained within Appendix “D”.

¹ Education Code Section 17625 sets forth the prerequisites that must be met before school districts may levy school fees on mobile homes. Since it is often difficult to determine and make projections relating to mobile homes that meet those requirements, the mobile home category is omitted from this Study.

² 2022 American Community Survey 5-Year Estimates; DP04-Selected Housing

TABLE 3
Student Generation Rates

School Level	SFD Units	MF Units
Elementary School (TK-6)	0.3641	0.2374
Junior High School (7-8)	0.1014	0.0216
Total	0.4655	0.2590

3. Projected Student Enrollment

Projected student enrollment was determined by multiplying the SGRs in Table 3 by the number of Projected Units as shown in Table 2. A total of 2,076 students are estimated to be generated from Projected Units. The projected student enrollment is summarized by school level in Table 4.

TABLE 4
Projected Student Enrollment by School Level

School Level	Projected Student Enrollment from Projected Units
Elementary School (TK-6)	1,624
Junior High School (7-8)	452
Total	2,076

4. Projected Unhoused Students

As shown in Table 1, facilities capacity exceeds enrollment at all school levels and as a result there are no available seats to accommodate projected student enrollment from Projected Units; therefore the number of Projected Unhoused Students is equal to Projected Student Enrollment.

TABLE 5
Projected Unhoused Students

School Level	Projected Student Enrollment	Available Seat Adjustment	Projected Unhoused Students
Elementary School (TK-6)	1,624	0	1,624
Junior High School (7-8)	452	0	452
Total	2,076	0	2,076

C. FACILITY NEEDS AND ESTIMATED PER SEAT/STUDENT COST

1. Facilities Needs

Table 6 below summarizes the estimated cost to the School District of providing new school facilities per school level. The calculations used to estimate the school facilities costs are shown in Appendix “E” of this Study

Table 6
Estimated Facilities Costs Per School Level

School Level	Estimated Site Costs	Estimated Facilities Construction & Soft Costs	Total Estimated School Facilities Costs
Elementary School (TK-6)	\$495,120	\$34,243,365	\$34,738,485
Junior High School (7-8)	\$930,280	\$57,215,852	\$58,146,132

2. Estimated Cost Per Seat/Student

The School District has determined that future school facilities could be designed to accommodate a capacity of 750 students at both the elementary school level and 950 at the junior high school level. The estimated Cost per Student for each school level is determined by dividing the Total Estimated School Facilities Costs shown in Table 6 by the student capacity. The cost per student calculation is shown in Table 7.

TABLE 7
Total Facilities Cost Impact Per Seat/Student

School Level	Net Eligible Facilities Costs	School District Facilities Capacity	Facilities Cost Impact per Seat/Student
Elementary School (TK-6)	34,738,485	750	\$46,318
Junior High School (7-8)	58,146,132	950	\$61,206

SECTION III. PROJECTED IMPACT OF RESIDENTIAL DEVELOPMENT

The following sections present the school facility impact analysis for new residential development and provide step-by-step calculations of the estimated per residential square foot cost impact.

To determine the school facilities cost impact per square foot of residential development, first the Facilities Cost Impact per Seat/Student determined in Table 7 is multiplied by the Projected Unhoused Students as shown in Table 5 for each school level. The result of this computation is shown in Table 8 and reflects the estimated school facilities cost impact to house Projected Unhoused Students.

TABLE 8
Total Facilities Cost Impact

School Level	Facilities Cost Impact per Seat/Student	Projected Unhoused Students	Eligible Facilities Cost Impact Attributable to Projected Units
Elementary School (TK-6)	\$46,318	1,624	\$75,220,432
Junior High School (7-8)	\$61,206	452	\$27,655,112
Total		2,076	\$102,885,544

The total school facilities impact shown in Table 8 above was then divided by the number of Projected Units shown in Table 2 to determine the school facilities cost per residential unit. The cost per residential unit is shown in Table 9.

TABLE 9
School Facilities Cost per Residential Unit

Total Facilities Cost Impact	Projected Units	Facilities Cost Impact per Residential Unit
\$102,885,544	4,461	\$23,063

The school facilities cost impact per residential square foot is calculated by dividing the school facilities cost per residential unit determined in Table 9 by the weighted average square footage of each residential unit type. This calculation is shown in Table 10. The weighted average square footage of the Projected Units obtained from the City Planning Department.

TABLE 10
School Facilities Cost per Residential Square Foot

Facilities Cost Impact per Residential Unit	Weighted Average Square Footage	Facilities Cost per Residential Square Foot
\$23,063	2,206	\$10.45

The school facilities impact per residential square foot determined in Table 10 is greater than the School District's share of the current maximum authorized residential School Fees of \$3.36 per square foot; therefore, the School District is justified in levying up to but not exceeding the maximum authorized amount for residential construction and reconstruction.

SECTION IV. COMMERCIAL/INDUSTRIAL SCHOOL IMPACT ANALYSIS

The following section presents the school facilities impact analysis for new commercial/industrial development and provides a step-by-step calculation of the estimated per commercial/industrial square foot cost impacts.

A. EMPLOYEE GENERATION

In the course of making the nexus findings to justify School Fees levied on commercial/industrial development, Education Code Section 17621(e)(1)(B) requires that the Study determine the impact of the increased number of employees anticipated to result from commercial/industrial development upon the cost of providing school facilities within the School District. As mentioned in the Executive Summary, for purposes of making such determination this code section further sets out that the employee generation estimates be based on the applicable estimates set forth in the Traffic Study published by SANDAG.

The employee generation estimates per 1,000 square feet of development derived from the Traffic Study are listed by commercial/industrial land use category in Table 11. The land use categories listed are based on those categories described in the Traffic Study and include all land uses recommended by the provisions of Education Code Section 17621(e)(1)(B).

TABLE 11
Employee Generation per 1,000 Square Feet of Commercial/Industrial Development

Commercial/Industrial Category	Average Square Footage per Employee	Employees Per 1,000 Square Feet
Banks	354	2.8253
Community Shopping Center	652	1.5348
Neighborhood Shopping Center	357	2.7985
Industrial Business Parks	284	3.5156
Industrial Parks/Warehousing/Manufacturing	742	1.3473
Rental Self-Storage	15,541	0.0643
Research & Development	329	3.0408
Hospitality (Lodging)	883	1.1325
Commercial Offices (Standard)	209	4.7897
Commercial Offices (Large High Rise)	220	4.5442
Corporate Offices	372	2.6848
Medical Offices	234	4.2654

Source: San Diego Traffic Generator Study, January 1990 Edition; SANDAG.

B. RESIDENTIAL IMPACT

1. Households

To evaluate the impact of commercial/industrial development on School District facilities, the employee generation estimates listed in Table 11 were first used to determine the impact of commercial/industrial development on a per household basis. Based on information derived from U.S. Census Bureau data¹, there are approximately 1.74 employed persons per household on average for households located within the School District. Dividing the employee generation estimates listed in Table 11 by 1.74 results in the estimated number of households per 1,000 square feet of commercial/industrial development ("Total Household Impact").

The Total Household Impact determined in the preceding paragraph takes into consideration all employees generated from commercial/industrial development. Since some of those employees will live outside the School District and will therefore have no impact on the School District, the figures are adjusted to reflect only those households within the School District occupied by employees generated from commercial/industrial development built within the School District. Based on information derived from U.S. Census Bureau data², it is estimated that approximately 63.70 percent (63.70%) of employees both live and work within the School District. Multiplying the Total Household Impact by 63.70 percent (63.70%) results in the households within the School District impacted per 1,000 square feet commercial/industrial development. The results of these computations are shown in Table 12.

TABLE 12
Impact of Commercial/Industrial Development on Households within the School District

Commercial/Industrial Category	School District Households per 1,000 Square Feet Com./Ind.
Banks	1.0343
Community Shopping Center	0.5619
Neighborhood Shopping Center	1.0245
Industrial Business Parks	1.2870
Industrial Parks/Warehousing/Manufacturing	0.4932
Rental Self-Storage	0.0236
Research & Development	1.1132
Hospitality(Lodging)	0.4146
Commercial Offices (Standard)	1.7535
Commercial Offices (Large High Rise)	1.6636
Corporate Offices	0.9829
Medical Offices	1.5615

¹ 2022 American Community Survey 5-Year Estimates; DP04-Selected Housing; DP03-Economic Characteristics (Civilian Employed).

² 2022 American Community Survey 5-Year Estimates; S0801-Commuting Characteristics (Work in place of residence).

2. Household Student Generation

The student generation impacts per 1,000 square feet of commercial/industrial development were calculated by multiplying the household impacts shown in Table 12 by blended student generation rates determined for each school level. The result of this calculation is shown in Table 13. The determination of student generation rates are shown and described in Appendix "D" of this Study.

TABLE 13
Student Generation per 1,000 Square Feet of Commercial/Industrial Development

Commercial/Industrial Category	Elementary School Student Generation	Junior High School Student Generation	Total Student Generation
Banks	0.3766	0.1049	0.4815
Community Shopping Center	0.2046	0.0570	0.2616
Neighborhood Shopping Center	0.3730	0.1039	0.4769
Industrial Business Parks	0.4686	0.1305	0.5991
Industrial Parks/Warehousing/ Manufacturing	0.1796	0.0500	0.2296
Rental Self-Storage	0.0086	0.0024	0.0110
Research & Development	0.4053	0.1129	0.5182
Hospitality (Lodging)	0.1510	0.0420	0.1930
Commercial Offices (Standard)	0.6384	0.1778	0.8162
Commercial Offices (Large High Rise)	0.6057	0.1687	0.7744
Corporate Offices	0.3579	0.0997	0.4576
Medical Offices	0.5685	0.1583	0.7268

3. Inter-District Student Impact

Based on September 2024 student enrollment information provided by the School District, 170 students reside outside of the School District boundaries, including 134 students at the elementary school level and 36 students at the junior high school level. Many of those inter-district students attend the School District as a result of their parents or guardians being employed at businesses located within the School District boundaries. To determine the inter-district impact of new commercial/industrial development, the number of inter-district students at each school level was first divided by the estimated number of employees within the School District's area. Employment was estimated at 5,864¹ based on data obtained from the U.S. Census Bureau. The ratio of inter-district students to estimated employment for each school level was then multiplied by the employee generation factors for each of the commercial/industrial categories as shown in Table 11. The calculation results in the Inter-District Student Impacts shown in Table 14.

TABLE 14
Inter-District Cost Impact per 1,000 Square Feet of Commercial/Industrial Development

Commercial/Industrial Category	Elementary School Cost Impact	Junior High Cost Impact	Total Inter-District Cost Impact
Banks	0.0647	0.0172	0.0819
Community Shopping Center	0.0351	0.0094	0.0445
Neighborhood Shopping Center	0.0641	0.0171	0.0812
Industrial Business Parks	0.0805	0.0214	0.1019
Industrial Parks/ Warehousing/Manufacturing	0.0309	0.0082	0.0391
Rental Self-Storage	0.0015	0.0004	0.0019
Research & Development	0.0696	0.0185	0.0881
Hospitality (Lodging)	0.0259	0.0069	0.0328
Commercial Offices (Standard)	0.1097	0.0292	0.1389
Commercial Offices (Large High Rise)	0.1041	0.0277	0.1318
Corporate Offices	0.0615	0.0164	0.0779
Medical Offices	0.0977	0.0260	0.1237

¹ 2022 American Community Survey 5-Year Estimates; DP03-Economic Characteristics (Civilian Employed).

4. Total Student Generation Impact

The Total Student Generation Impact is determined by adding the Student Generation Impacts shown in Table 13 to the Inter-District Impacts determined in Table 14. The Total Student Generation Impacts are listed in Table 15.

TABLE 15
Total Student Generation Impact per 1,000 Square Feet of Commercial/Industrial Development

Commercial/Industrial Category	Elementary School Cost Impact	Junior High School Cost Impact	Total Student Generation Cost Impact
Banks	0.4413	0.1221	0.5634
Community Shopping Center	0.2397	0.0664	0.3061
Neighborhood Shopping Center	0.4371	0.1210	0.5581
Industrial Business Parks	0.5491	0.1519	0.7010
Industrial Parks/ Warehousing/Manufacturing	0.2105	0.0582	0.2687
Rental Self-Storage	0.0101	0.0028	0.0129
Research & Development	0.4749	0.1314	0.6063
Hospitality (Lodging)	0.1769	0.0489	0.2258
Commercial Offices (Standard)	0.7481	0.2070	0.9551
Commercial Offices (Large High Rise)	0.7098	0.1964	0.9062
Corporate Offices	0.4194	0.1161	0.5355
Medical Offices	0.6662	0.1843	0.8505

C. NET IMPACT PER COMMERCIAL/INDUSTRIAL SQUARE FOOT

1. Cost Impact

To estimate the school facilities costs required to house new students as a result of additional commercial/industrial development, Facilities Cost Impact per Seat/Student) determined in Table 7 is multiplied by the household impacts calculated in Table 15 resulting in the total school facilities cost impact per 1,000 square feet of commercial/industrial development. The total school facilities cost impacts are shown in Table 16 by commercial/industrial development category.

TABLE 16
School Facilities Costs per 1,000 Square Feet of Commercial/Industrial Development

Commercial/Industrial Category	Elementary School Cost Impact	Junior High School Cost Impact	Total School Facilities Cost Impact
Banks	\$20,440	\$7,473	\$27,913
Community Shopping Center	\$11,102	\$4,064	\$15,166
Neighborhood Shopping Center	\$20,246	\$7,406	\$27,652
Industrial Business Parks	\$25,433	\$9,297	\$34,730
Industrial Parks/ Warehousing/Manufacturing	\$9,750	\$3,562	\$13,312
Rental Self-Storage	\$468	\$171	\$639
Research & Development	\$21,996	\$8,042	\$30,038
Hospitality (Lodging)	\$8,194	\$2,993	\$11,187
Commercial Offices (Standard)	\$34,650	\$12,670	\$47,320
Commercial Offices (Large High Rise)	\$32,877	\$12,021	\$44,898
Corporate Offices	\$19,426	\$7,106	\$26,532
Medical Offices	\$30,857	\$11,280	\$42,137

2. Residential Fee Offsets

The total cost impacts determined in Table 16 represent the amounts required to fully mitigate the impact on school facilities, as a result of new commercial/industrial development within the School District. Many employees as a result of new commercial/industrial development will commute from areas outside of the School District boundaries or will reside in existing homes, from which no mitigation will be received from the housing in which they reside. However, new commercial/industrial development, and thereby new employee generation, will also increase the need for new residential development to house those employees living in the School District. Applicable Residential School Fees adopted by the School District under applicable law will also be imposed by the School District on such new residential development. To prevent new commercial/industrial development from paying the portion of impact that is mitigated by the Applicable Residential School Fees, this amount has been calculated and deducted from the school facilities impact costs calculated in Table 16.

The residential fee offsets are first calculated by using the Applicable Residential School Fee of \$3.36 per square foot and multiplying that amount by the weighted average square footage of a residential unit in the School District, which is 2,206 square feet. This calculation provides the average residential revenues from a residential unit of \$7,412 ($\$3.36 \times 2,206$). The average residential revenues from a residential unit multiplied by the Household Impacts per 1,000 square feet of commercial/industrial development, as shown in Table 12, results in the residential school fee revenues per 1,000 square feet of commercial/industrial development ("Residential Fee Offset"). This computation is shown in Table 17.

TABLE 17
Residential Fee Offsets

Commercial/Industrial Category	School District Households per 1,000 Square Feet Com./Ind.	Residential Fee per Unit	Residential Fee Offset per 1,000 Square Feet Com./Ind.
Banks	1.0343	\$7,412	\$7,666
Community Shopping Center	0.5619	\$7,412	\$4,165
Neighborhood Shopping Center	1.0245	\$7,412	\$7,594
Industrial Business Parks	1.2870	\$7,412	\$9,539
Industrial Parks/ Warehousing/Manufacturing	0.4932	\$7,412	\$3,656
Rental Self-Storage	0.0236	\$7,412	\$175
Research & Development	1.1132	\$7,412	\$8,251
Hospitality (Lodging)	0.4146	\$7,412	\$3,073
Commercial Offices (Standard)	1.7535	\$7,412	\$12,997
Commercial Offices (Large High Rise)	1.6636	\$7,412	\$12,331
Corporate Offices	0.9829	\$7,412	\$7,285
Medical Offices	1.5615	\$7,412	\$11,574

3. Net School Facilities Costs

Subtracting the Residential Fee Offset determined in Table 17 from the total school facilities costs listed in Table 16 results in the net school facilities costs per 1,000 square feet of commercial/industrial development ("Net School Facilities Costs"). The Net School Facilities Costs are listed in Table 18.

TABLE 18
Net School Facilities Costs Per 1,000 Square Feet Commercial/Industrial Development

Commercial/Industrial Category	Total School Facilities Cost Impact	Residential Fee Offset	Net School Facilities Cost Impact
Banks	\$27,913	\$7,666	\$20,247
Community Shopping Center	\$15,166	\$4,165	\$11,001
Neighborhood Shopping Center	\$27,652	\$7,594	\$20,058
Industrial Business Parks	\$34,730	\$9,539	\$25,191
Industrial Parks/ Warehousing/Manufacturing	\$13,312	\$3,656	\$9,656
Rental Self-Storage	\$639	\$175	\$464
Research & Development	\$30,038	\$8,251	\$21,787
Hospitality (Lodging)	\$11,187	\$3,073	\$8,114
Commercial Offices (Standard)	\$47,320	\$12,997	\$34,323
Commercial Offices (Large High Rise)	\$44,898	\$12,331	\$32,567
Corporate Offices	\$26,532	\$7,285	\$19,247
Medical Offices	\$42,137	\$11,574	\$30,563

The Net School Facilities Cost Impacts determined in Table 18 were then divided by 1,000¹ to provide the cost impact on a square foot basis. These cost impacts are listed in Table 19.

¹ The Employee Generation Rates derived from the SANDAG Traffic Study are estimated per 1,000 square feet of development.

TABLE 19
Net School Facilities Cost Impacts Per Square Foot of Commercial/Industrial Development

Commercial/Industrial Category	Net School Facilities Cost Impacts per Square Foot
Banks	\$20.25
Community Shopping Center	\$11.00
Neighborhood Shopping Center	\$20.06
Industrial Business Parks	\$25.19
Industrial Parks/ Warehousing/Manufacturing	\$9.66
Rental Self-Storage	\$0.46
Research & Development	\$21.79
Hospitality (Lodging)	\$8.11
Commercial Offices (Standard)	\$34.32
Commercial Offices (Large High Rise)	\$32.57
Corporate Offices	\$19.25
Medical Offices	\$30.56

The net school facilities cost impacts per commercial/industrial square shown in Table 19 are equal to or exceed the maximum authorized statutory school fee for commercial/industrial development of \$0.55 per square foot, except for the category of Rental Self-Storage. Therefore, the School District is justified in levying school fees on commercial/industrial development in an amount up to but not exceeding the School District's share of the maximum authorized statutory fee.

D. COMMERCIAL/INDUSTRIAL DEVELOPMENT NOT IN PRESCRIBED CATEGORIES

In cases where new commercial/industrial development does not fit within the prescribed categories shown in Table 11, the School District shall evaluate such development on a case-by-case basis to determine if the imposition of the School Fees on the development meets the nexus requirements set forth under Government Code Section 66000 et seq. The School District may levy School Fees on such development in an amount up to but not exceeding the cost per square foot impact determined through such evaluation.

E. AGE-RESTRICTED (SENIOR) HOUSING

The School District must exercise discretion in determining whether a particular project qualifies as “senior citizen housing” for the purpose of imposing developer fees. (See *California Ranch Homes Development Co. v. San Jacinto Unified School Dist.* (1993) 17 Cal.App.4th 573, 580–581.) The School District acknowledges Section 65995.1 and will levy its share of School Fees on qualifying senior citizen housing projects at the current commercial/industrial rate of \$0.55 per square foot as justified herein. The School District will require proof that such senior units are indeed restricted to seniors (i.e. a copy of the recorded CC&Rs or deed(s)) and reserves the right to revoke a Certificate of Compliance and/or require payment of difference of the amount per square foot paid to the then current amount of School Fees being levied on residential development per square foot should such Covenants, Conditions, and Restrictions (“CC&Rs”) or deed(s) be modified to allow students to reside in such the housing units. If there is any uncertainty as to whether a project qualifies as senior citizen housing or will, in fact, remain senior citizen housing beyond initial approval, the School District may wish to seek cooperation from the developer as a condition of levying the commercial/industrial School Fee rate. Such cooperation could take the form of an agreement by the developer to include a restriction in the recorded CC&Rs conditioning subsequent changes in residency requirements on the owner’s payment of applicable developer fees, and to notify the School District of changes in residency requirements and/or to provide current residency data upon School District’s request.

SECTION V. REDEVELOPMENT

Government Code Section 66001, subdivision (a)(3) and (4) requires that a school district, in imposing school-impact fees, establish a reasonable relationship between the fee's use, the need for the public facility and the type of development project on which the fee is imposed. This section addresses and sets forth general policy when considering the levy of school fees on new construction resulting from redevelopment projects within the School District.

Redevelopment means voluntarily demolishing existing residential, commercial, and/or industrial structures and subsequently replacing them with new construction ("Redevelopment"). The School District is aware of Redevelopment projects completed within the School District boundaries and anticipates similar Redevelopment projects may be completed in the next ten (10) years and beyond. School fees authorized pursuant to Education Code Section 17620 and Government Code Sections 65995 et seq. shall be levied by the School District on new construction resulting from Redevelopment projects, if there is a nexus between the School Fees being imposed and the impact of new construction on school facilities, after the impact of pre-existing development has been taken into consideration. In determining such nexus, the School District shall review, evaluate and determine on a case-by-case basis, the additional impact of the proposed new development by comparing the projected square footage, student generation and cost impacts of the proposed new units and the pre-existing residential, commercial and/or industrial development. Such analysis shall utilize the student generation rates identified in Table 3 of this Study, as applicable.

Redevelopment projects featuring a transition in commercial/industrial categorical classification (e.g. a project redeveloping a Hospitality (lodging) into Commercial office (standard) space) should be assessed based on the Applicable School Fee for the new commercial/industrial category multiplied by the total assessable space of the new commercial/industrial project in the case of a complete site redevelopment. In the case where there is a partial redevelopment, or an addition to an existing development, the Applicable School Fee should be calculated on a basis of the marginal assessable space increase multiplied by the maximum Applicable School Fee for the assessable space.

The School District may levy school fees, authorized under applicable law, on new units resulting from construction projects in an amount up to the additional impact cost per square foot as determined in accordance with the preceding paragraphs, but not exceeding the applicable school fees.

SECTION VI. GOVERNMENT CODE SECTION 66000

Government Code Sections 66000 *et seq.* were enacted by State Legislature in 1987. In any action establishing, increasing, or imposing a fee as a condition of approval of a development project, such as the Applicable School Fees described herein, these Government Code sections require the public agency to satisfy the following requirements:

1. Determine the purpose of the fee;
2. Identify the use to which the fee is to be put;
3. Determine how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed;
4. Determine that there is a reasonable relationship between the need for the public facilities and the type of development project on which the fee is imposed;
5. Determine that there is a reasonable relationship between the amount of the fee and the cost, or portion of the cost of the public facility attributable to the development on which the fee is imposed; and
6. Provide an annual accounting of any portion of the fee remaining unspent or held for projects for more than five (5) years after collection.

The information set forth herein, including the information contained in the Appendices attached hereto, provide factual evidence establishing a nexus between the type of development projected to be built within the School District and the amount of Applicable School Fees levied upon such development based on the need for such Applicable School Fees. The determinations made in this Study meet the requirements of Government Code Section 66000. The findings are summarized as follows:

Purpose of the School Fee

The Board of the School District will levy and collect school fees on new residential and commercial/industrial development to obtain funds for the construction and/or reconstruction of school facilities to accommodate students generated as a result of such development. In accordance with Education Code Section 17620, "construction or reconstruction of school facilities" **does not** include any item of expenditure for any of the following:

- i. Regular maintenance or routine repair of school buildings and facilities;
- ii. Inspection, sampling, analysis, encapsulation or removal of asbestos-containing material, except where incidental to school facilities construction or reconstruction for which the expenditure of fees or other consideration collected pursuant to Education Code Section 17620 is not prohibited; and,
- iii. Deferred maintenance as described in Education Code Section 17582.

Identify the Use of the School Fee

The School District has determined that revenues collected from Applicable School Fees imposed on residential and commercial/industrial developments will be used for the following purposes:

- i. Construction, reconstruction and/or refurbishment of school facilities required to accommodate students generated by new residential and commercial/industrial development in areas of the School District where school facilities are needed;
- ii. Construction, reconstruction and/or refurbishment of administrative and operations facilities required in response to new student growth from new development;
- iii. Acquisition or lease of property for unhoused students generated from new development;
- iv. Purchase or lease of interim and/or temporary school facilities in order to accommodate student capacity demands;
- v. Costs associated with the administration, collection, and justification for the Applicable School Fees;
- vi. Provide local funding that may be required if the School District applies for State funding through SB 50.

Relationship between the Use of the Fee, the Need for School Facilities and the Type of Development on which the Fee is Imposed

As determined in the preceding sections, adequate school facilities do not exist to accommodate students generated from new residential and commercial/industrial development in the areas of the School District where new development is anticipated. The fees imposed on such new development will be used to finance the acquisition of property and the construction and/or reconstruction of school facilities required to accommodate student enrollment growth generated by new residential and commercial/industrial development.

Determination of the Relationship between the Fee Amount and the School Facilities Costs Attributable to Type of Development on which the Fee is Imposed

The imposition of the Applicable Residential School Fee of \$3.36 per square foot of residential development is justified as the fee is equal to or below the per square foot cost impacts to provide adequate school facilities required as a result of such new residential development.

Similarly, the imposition of the Applicable Com/Ind. School Fees of \$0.55 per square foot of commercial/industrial development is justified as the fee is equal to or below the estimated per square foot net cost impact to provide adequate school facilities required as a result of such new commercial/industrial development, except for Rental Self-Storage where a School Fee of \$0.46, per square foot is justified.

Accounting Procedures for the Fees

The School District will deposit, invest, and expend the school fees imposed and collected on residential and commercial/industrial development in accordance with the provision of Government Code Section 66006.

APPENDIX A

COMMERCIAL/INDUSTRIAL DEVELOPMENT DESCRIPTIONS

Banks	Include small branch offices to regional offices used for banking. Properties under this category allow customers to conduct banking on-site.
Community Shopping Center	Shopping centers which sell merchandise and services to consumers. Include grocery stores, restaurants, retail centers, automotive sales. Community Shopping Centers have a total building square footage of 100,000 and more square feet of gross floor area
Neighborhood Shopping Center	Shopping centers which sell merchandise and services to consumers. Include grocery stores, restaurants, retail centers, automotive sales. Neighborhood Shopping Centers have a total building square footage of less than 100,000 square feet of gross floor area.
Industrial Business Parks	Include any combination of facilities engaged in manufacturing/assembly, warehousing, and/or storage with 15% or more of the total area designated for commercial use.
Industrial Parks/ Warehousing/Manufacturing	Include any combination of facilities engaged in manufacturing/assembly, warehousing, and/or storage with limited or no commercial use (less than 15% of the total area designated for commercial use).
Rental Self-Storage	Include warehouse developments which rent small storage vaults and often termed "mini-storage".
Research & Development	Include scientific research and development laboratories, office and/or their supporting facilities.
Hospitality (Lodging)	Include establishments which provide lodging to the general public. Lodging types include hotels, motels, resort hotels and inns. The maximum term of occupancy for establishment within this category shall not exceed 30 days.
Commercial Offices (Standard) ¹	Include general office space occupying less than 100,000 square feet with multiple tenants.
Commercial Offices (Large High Rise) ¹	Include general office space occupying 100,000 square feet and greater with multiple tenants.
Corporate Offices	An office or office building with a single tenant.
Medical Offices	Include medical offices that serve a wide range of medical needs and may include a pharmacy. Medical offices are generally operated by one or more physicians.

¹ Office space used for activities described under banks, research and development, or medical offices should be classified under those categories.

APPENDIX B FACILITIES CAPACITY UPDATE

		Elementary School	Junior High School
<u>SAB Form 50-02 (as of 2002)</u>		725	162
<u>Added Capacity Based on SAB 50-04 Application for New Construction</u>			
002*	Donald E. Suburu Elementary	21	0
003*	Donald E. Suburu Elementary	350	0
004*	Lakeside Elementary	16	0
005*	Donald E. Suburu Elementary	12	0
<u>Subtotal New Construction</u>		399	0
Total		1,124	162

*Based on information provided on SAB 50-04 Applications for New Construction Funding

APPENDIX C ENROLLMENT SUMMARY

School Name/Program	Elementary								Junior High		Grand
	TK/K	1	2	3	4	5	6	7	8	Total	
Donald E. Suburu	162	98	120	126	123	100	6	-	-	735	
Lakeside	78	38	52	52	68	66	170	185	155	864	
Grand Total	240	136	172	178	191	166	176	185	155	1,599	
Total By School Level	1,259								340		1,599

Source: School District

APPENDIX D

DISTRICT-WIDE STUDENT GENERATION RATES

Student Generation Rates (“SGRs”) used in this Study are based on student enrollment address information from the School District, as of September 2024.

The student enrollment address information was matched to the address (situation) information from the property characteristic/GIS data. The number of students matched was then queried by school level and residential category. Students could not be matched if they were inter-district or if they did not have a valid physical address (e.g. only P.O. Box was listed). Mobile homes are not considered in the SGR determination, and therefore have been omitted. The determination of the SGRs is summarized in Tables D-1 through D-4.

TABLE D-1
Student Generation Rates

School Level	SFD Units	SFA Units	MF Units
Elementary School (TK-6)	0.3641	0.0000	0.2374
Junior High School (7-8)	0.1014	0.0000	0.0216
Total	0.4655	0.0000	0.2590

The student generation rates for each residential category listed in Table D-1 were blended into a single student generation rate for each school level based on the percentage allocation of Projected Units. The percentage allocations are shown in Table D-2.

TABLE D-2
Single Family Detached (SFD) Student Generation Rates

School Level	No. of Students Matched	Total Units ¹	Student Generation Rate
Elementary School (TK-6)	1,153	3,167	0.3641
Junior High School (7-8)	321	3,167	0.1014
Total	1,474	NA	0.4655

¹ Obtained from the U.S. Census Bureau’s 2022 American Community Survey 5-Year Estimates

TABLE D-3
Single Family Attached (SFA) Student Generation Rates

School Level	No. of Students Matched	Total Units ¹	Student Generation Rate
Elementary School (TK-6)	0	0	0.0000
Junior High School (7-8)	0	0	0.0000
Total	0	NA	0.0000

¹ Obtained from the U.S. Census Bureau’s 2022 American Community Survey 5-Year Estimates

TABLE D-4
Multi-Family (MF) Student Generation Rates

School Level	No. of Students Matched	Total Units¹	Student Generation Rate
Elementary School (TK-6)	33	139	0.2374
Junior High School (7-8)	3	139	0.0216
Total	36	NA	0.2590

¹ Obtained from the U.S. Census Bureau's 2022 American Community Survey 5-Year Estimates

TABLE D-5
Allocation of Projected Units by Residential Category

Residential Category	Projected Units	Percentage Allocation
SFD	4,461	100.00%
SFA	0	0.00%
MF	0	0.00%
Total	4.461	100.00%

The Blended Student Generation Rates were determined by applying the percentage allocations, in Table D-4 by the Student Generation Rates shown in Table D-1, the results of which are shown in Table D-5.

TABLE D-5
Blended Student Generation Rates

School Level	Blended Student Generation Rate
Elementary School (TK-6)	0.3641
Junior High School (7-8)	0.1014
Total	0.4655

APPENDIX E ESTIMATED SCHOOL FACILITIES COSTS

ELEMENTARY SCHOOL

I. Site Costs		\$495,120
Land Acquisition Cost		\$445,120
Acres	10.70	
Cost per Acre ¹	\$41,600	
Appraisals		15,000
Surveys		25,000
Escrow/Title		10,000
II. Planning Costs		1,782,488
Architect/Engineering Fees ²		\$1,593,750
DSA Fees ²		147,738
Energy Analysis		6,000
Preliminary Tests		25,000
Other Costs		10,000
III. Construction Costs		30,843,750
Construction ³		\$28,125,000
Construction Management ²		2,718,750
IV. Tests		125,000
V. Inspection		135,000
VI. Furniture & Equipment⁴		843,750
VII. Contingency⁵		513,377
TOTAL ESTIMATED COST		\$34,738,485

¹ Assumes site cost only; estimates based on information from Panama Buena-Vista Union School District's 2024 School Facilities Needs Analysis dated February 5, 2024.

² See Cost Detail Worksheet in Appendix "F".

³ Estimated at \$500 per square foot and assumes 75 square foot per student.

⁴ Estimated at \$15 per square foot and assumes 75 square foot per student.

⁵ Sum of I. thru VI. multiplied by 1.5%.

JUNIOR HIGH SCHOOL

I. Site Costs		\$930,280
Land Acquisition Cost	\$865,280	
Acres	20.80	
Cost per Acre ¹	\$41,600	
Appraisals	20,000	
Surveys	30,000	
Escrow/Title	15,000	
II. Planning Costs		2,874,050
Architect/Engineering Fees ²	\$2,562,500	
DSA Fees ²	246,550	
Energy Analysis	15,000	
Preliminary Tests	35,000	
Other Costs	15,000	
III. Construction Costs		51,962,500
Construction ³	\$47,500,000	
Construction Management ²	4,462,500	
IV. Tests		175,000
V. Inspection		220,000
VI. Furniture & Equipment⁴		1,125,000
VII. Contingency⁵		859,302
TOTAL ESTIMATED COST		\$58,146,132

¹ Assumes site cost only; estimates based on information from Panama Buena-Vista Union School District's Revised 2024 School Facilities Needs Analysis dated February 5, 2024.

² See Cost Detail Worksheet in Appendix "F".

³ Estimated at \$500 per square foot and assumes 100 square foot per student.

⁴ Estimated at \$15 per square foot and assumes 100 square foot per student.

⁵ Sum of I. thru VI. multiplied by 1.5%.

APPENDIX F ESTIMATED COST DETAIL

ELEMENTARY SCHOOL

Architect's Fee

ARCHITECT'S DESIGN FEE		
CONSTRUCTION COSTS	\$28,125,000	
FEE CALCULATION	FEE %	FEE
FIRST \$500,000	9.00%	\$45,000
NEXT \$500,000	8.50%	\$42,500
NEXT \$1,000,000	8.00%	\$80,000
NEXT \$4,000,000	7.00%	\$280,000
NEXT \$4,000,000	6.00%	\$240,000
OVER \$10,000,000	5.00%	\$906,250
TOTAL FEE	5.67%	\$1,593,750

DSA Access Compliance Fee

DSA ACCESS COMPLIANCE FEE		
CONSTR. COSTS	\$28,125,000	
FEE CALCULATION	FEE %	FEE
FIRST \$500,000	0.20%	\$1,000
NEXT \$1,500,000	0.10%	\$1,500
OVER \$2,000,000	0.01%	\$2,613
TOTAL FEE	0.02%	\$5,113

DSA Structural Safety Fee

DSA STRUCTURAL SAFETY FEE		
CONSTR. COSTS	\$28,125,000	
FEE CALCULATION	FEE %	FEE
FIRST \$1,000,000	0.70%	\$7,000
OVER \$1,000,000	0.50%	\$135,625
TOTAL FEE	0.51%	\$142,625

Construction Management Fee

CONSTRUCTION MANAGER'S FEE		
CONSTR. COSTS	\$28,125,000	
FEE CALCULATION	FEE %	FEE
FIRST \$500,000	8.00%	\$40,000
NEXT \$500,000	7.50%	\$37,500
NEXT \$1,000,000	7.00%	\$70,000
NEXT \$4,000,000	6.00%	\$240,000
NEXT \$4,000,000	5.00%	\$200,000
OVER \$10,000,000	4.00%	\$725,000
GENERAL CONDITIONS	5.00%	\$1,406,250
TOTAL FEE	9.67%	\$2,718,750

JUNIOR HIGH SCHOOL**Architect's Fee**

ARCHITECT'S DESIGN FEE		
CONSTRUCTION COSTS	\$47,500,000	
FEE CALCULATION	FEE %	FEE
FIRST \$500,000	9.00%	\$45,000
NEXT \$500,000	8.50%	\$42,500
NEXT \$1,000,000	8.00%	\$80,000
NEXT \$4,000,000	7.00%	\$280,000
NEXT \$4,000,000	6.00%	\$240,000
OVER \$10,000,000	5.00%	\$1,875,000
TOTAL FEE	5.39%	\$2,562,500

DSA Access Compliance Fee

DSA ACCESS COMPLIANCE FEE		
CONSTR. COSTS	\$47,500,000	
FEE CALCULATION	FEE %	FEE
FIRST \$500,000	0.20%	\$1,000
NEXT \$1,500,000	0.10%	\$1,500
OVER \$2,000,000	0.01%	\$4,550
TOTAL FEE	0.01%	\$7,050

DSA Structural Safety Fee

DSA STRUCTURAL SAFETY FEE		
CONSTR. COSTS	\$47,500,000	
FEE CALCULATION	FEE %	FEE
FIRST \$1,000,000	0.70%	\$7,000
OVER \$1,000,000	0.50%	\$232,500
TOTAL FEE	0.50%	\$239,500

Construction Management Fee

CONSTRUCTION MANAGER'S FEE		
CONSTR. COSTS	\$47,500,000	
FEE CALCULATION	FEE %	FEE
FIRST \$500,000	8.00%	\$40,000
NEXT \$500,000	7.50%	\$37,500
NEXT \$1,000,000	7.00%	\$70,000
NEXT \$4,000,000	6.00%	\$240,000
NEXT \$4,000,000	5.00%	\$200,000
OVER \$10,000,000	4.00%	\$1,500,000
GENERAL CONDITIONS	5.00%	\$2,375,000
TOTAL FEE	9.39%	\$4,462,500

RESOLUTION NO. 11122024

RESOLUTION OF THE BOARD OF TRUSTEES OF THE LAKESIDE UNION SCHOOL DISTRICT APPROVING AN INCREASE IN STATUTORY SCHOOL FEES IMPOSED ON NEW RESIDENTIAL AND COMMERCIAL/INDUSTRIAL CONSTRUCTION PURSUANT TO EDUCATION CODE SECTION 17620 AND GOVERNMENT CODE SECTION 65995

WHEREAS, the Board of Trustees ("Board") of the Lakeside Union School District ("District") provides for the educational needs for Grade TK-8 students; and

WHEREAS, on January 24, 2024, the State Allocation Board ("SAB") authorized an adjustment in the statutory school fee amounts for unified school districts pursuant to Government Code Section 65995(b)(3) to Five and 17/100 Dollars (\$5.17) per square foot for assessable space of new residential construction ("Residential Statutory School Fees") and Eighty-four Cents (\$0.84) per square foot of chargeable covered and enclosed space for the categories of new commercial/industrial construction ("Commercial/Industrial Fees" and collectively "Statutory School Fees"), as long as such increases are properly justified by the District pursuant to law; and

WHEREAS, the District pursuant to Education Code Section 17623(a) entered into an agreement with the Kern High School District, a nonunified school district having common jurisdiction with the District, which specifies the percentage allocation of Statutory School Fees that may be charged and collected by the District, and said agreement allows the District to charge and collect an amount not to exceed sixty-five percent (65%) of the Statutory School Fees described above, or Three and 36/100 Dollars (\$3.36) per square foot for assessable space of new residential construction ("Applicable Residential Statutory School Fees") and Fifty-five Cents (\$0.55) per square foot of chargeable covered and enclosed space for categories of new commercial/industrial construction ("Applicable Commercial/Industrial Fees" and collectively "Applicable Statutory School Fees"); and

WHEREAS, new residential and commercial/industrial construction continues to generate additional students for the District's schools and the District is required to provide school facilities ("School Facilities") to accommodate those students; and

WHEREAS, the District does not have sufficient funds available for the construction or reconstruction of the School Facilities, including acquisition of sites, construction of permanent School Facilities, and acquisition of interim School Facilities, to accommodate students from new residential and commercial/industrial construction; and

WHEREAS, the Board has received and considered a report entitled, School Fee Justification Study dated October 4, 2024 ("Study"), which includes information, documentation, and analysis of the School Facilities needs of the District, including: (a) the purpose of the Applicable Statutory School Fees; (b) the use to which the Applicable Statutory School Fees are to be put; (c) the nexus (roughly proportional and reasonable relationship) between the residential and commercial/industrial construction and (1) the use for Applicable Statutory School Fees, (2) the need for School Facilities, (3) the cost of School Facilities and the amount of Applicable Statutory School Fees from new residential and commercial/industrial construction; (d) a determination of the impact of the increased number of employees anticipated to result from the commercial/industrial construction (by category) upon the cost of providing School Facilities within the District; (e) an evaluation and projection of the number of students that will be generated by new residential construction; (f) the new School Facilities that will be required to serve such students; and (g) the cost of such School Facilities; and

WHEREAS, the Study pertaining to the Statutory School Fees and to the capital facilities needs of the District has been available to the public for at least ten (10) days before the Board considered at a regularly scheduled public meeting the increase in the Statutory School Fees; and

WHEREAS, all notices of the proposed increase in the Statutory School Fees have been given in accordance with applicable law; and

WHEREAS, a public hearing was duly held at a regularly scheduled meeting of the Board relating to the proposed increase in the Statutory School Fees on November 12, 2024; and

WHEREAS, as to the Statutory School Fees, Education Code Section 17621 provides that the adoption, increase or imposition of any fee, charge, dedication, or other requirement, pursuant to Education Code Section 17620 shall not be subject to the California Environmental Quality Act, Division 13 (commencing with Section 21000) of the Public Resources Code.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE LAKESIDE UNION SCHOOL DISTRICT AS FOLLOWS:

Section 1. That the Board accepts and adopts the Study.

Section 2. That the Board finds that the purpose of the Statutory School Fees imposed upon new residential construction are to fund the additional School Facilities required to serve the students generated by the new residential construction upon which the Statutory School Fees are imposed.

Section 3. That the Board finds that the Statutory School Fees imposed on

new residential construction will be used only to finance those School Facilities described in the Study and related documents, and that these School Facilities are required to serve the students generated by the new residential construction within the District; and that the use of the Statutory School Fees will include construction or acquisition of additional School Facilities, remodeling existing School Facilities to add additional classrooms, and technology, and acquiring and installing additional portable classrooms and related School Facilities, with the specific location of new schools, remodeling of existing School Facilities, and additional portables to be determined based on the residence of the students being generated by such new residential construction, as well as any required central administrative and support facilities, within the District.

Section 4. That the Board finds that there is a roughly proportional, reasonable relationship between the use of the Statutory School Fees and the new residential construction within the District because the Statutory School Fees imposed on new residential construction by this Resolution will be used to fund School Facilities that will be used to serve the students generated by such new residential construction.

Section 5. That the Board finds that there is a roughly proportional, reasonable relationship between the new residential construction upon which the Statutory School Fees are imposed, and the need for additional School Facilities in the District because new students will be generated from new residential construction within the District and the District does not have student capacity in the existing School Facilities to accommodate these students.

Section 6. That the Board finds that the amount of the Statutory School Fees imposed on new residential construction as set forth in this Resolution is roughly proportional and reasonably related to, and does not exceed the cost of, providing the School Facilities required to serve the students generated by such new residential construction within the District.

Section 7. That the Board finds that the purpose of the Statutory School Fees imposed on new commercial/industrial construction is to fund the additional School Facilities required to serve the students generated by the new commercial/industrial construction upon which the Commercial/Industrial Fees are imposed.

Section 8. That the Board finds that the Statutory School Fees imposed on new commercial/industrial construction (by category) will be used only to finance those School Facilities described in the Study and related documents and that these School Facilities are required to serve the students generated by such new commercial/industrial construction; and that the use of the Statutory School Fees will include construction or acquisition of additional School Facilities, remodeling existing School Facilities to add additional classrooms and technology, and acquiring and installing additional portable classrooms and related facilities, with the specific location of new schools, remodeling of existing School Facilities, and

additional portables to be determined based on the residence of the students being generated by such new commercial/ industrial construction, as well as any required central administrative and support facilities within the District.

Section 9. That the Board finds that there is a roughly proportional, reasonable relationship between the use of the Statutory School Fees and new commercial/industrial construction by category within the District because the Statutory School Fees imposed on commercial/industrial construction by this Resolution will be used to fund School Facilities which will be used to serve the students generated by such new commercial/industrial construction.

Section 10. That the Board finds that there is a roughly proportional, reasonable relationship between the new commercial/industrial construction by category, upon which the Statutory School Fees are imposed, and the need for additional School Facilities in the District because new students will be generated from new commercial/industrial construction within the District and the District does not have student capacity in the existing School Facilities to accommodate these students.

Section 11. That the Board finds that the amount of the Statutory School Fees imposed on new commercial/industrial construction by category as set forth in this Resolution is roughly proportional and reasonably related to and does not exceed the cost of providing the School Facilities required to serve the students generated by such new commercial/industrial construction within the District.

Section 12. That the Board finds that a separate fund ("Fund") of the District) has been created or are authorized to be established for all monies received by the District for the deposit of Statutory School Fees imposed on construction within the District and that said Fund at all times has been separately maintained, except for temporary investments, with other funds of the District as authorized by law.

Section 13. That the Board finds that the monies of the separate Fund described in Section 12, consisting of the proceeds of Statutory School Fees have been imposed for the purposes of constructing and reconstructing those School Facilities necessitated by new residential and/or commercial/industrial construction, and thus, these monies may be expended for all those purposes permitted by applicable law. The Statutory School Fees may also be expended by the District for the costs of performing any study or otherwise making the findings and determinations required under subdivisions (a), (b) and (d) of Section 66001 of the Government Code. In addition, the District may also retain, as appropriate, an amount not to exceed in any fiscal year, three percent (3%) of the fees collected in that fiscal year pursuant to Education Code Section 17620 for reimbursement of the administrative costs incurred by the District in collecting the Statutory School Fees.

Section 14. That the Board hereby increases the Statutory School Fees as

a condition of approval of new residential development projects and imposes the Applicable Statutory School Fees on such development projects in the following amounts:

a. Three and 36/100 Dollars (\$3.36) per square foot of assessable space for new residential construction, including new residential projects, manufactured homes and mobile homes as authorized under Education Code Section 17625, and including residential construction or reconstruction other than new construction where such construction or reconstruction results in an increase of assessable space, as defined in Government Code Section 65995, in excess of five hundred (500) square feet.

b. Fifty-five Cents (\$0.55) per square foot of assessable space, for new residential construction used exclusively for the housing of senior citizens, as described in Section 51.3 of the Civil Code or as described in subdivision (k) of Section 1596.2 of the Health and Safety Code or a multi-level facility as described in paragraph 9 of subdivision (d) of Government Code Section 15432 or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988.

Section 15. That this Board hereby increases the Statutory School Fees as a condition of approval of new commercial/industrial construction projects and levies the Applicable Statutory School Fees on such development projects in the following amounts per square foot of chargeable covered and enclosed space for all categories of commercial/industrial construction to Fifty-five Cents (\$0.55) except for properties that are classified as rental self-storage properties, the maximum applicable Statutory School Fees that may be levied on such development projects on a per square foot of chargeable covered and enclosed space is Forty-Six Cents (\$0.46).

Section 16. That the proceeds of the Statutory School Fees increased and established pursuant to this Resolution shall continue to be deposited into the Fund identified in Section 12 of this Resolution, the proceeds of which shall be used exclusively for the purpose for which the Statutory School Fees are to be collected, including, as to Statutory School Fees, accomplishing any study, findings or determinations required by subdivisions (a), (b) and (d) of Section 66001 of the Government Code, or retaining an amount not to exceed in any fiscal year, three percent (3%) of the fees collected in that fiscal year pursuant to Education Code Section 17620 for reimbursement of the administrative costs incurred by the District in collecting the Statutory School Fees or in financing the described Study or in defending the imposition of Statutory School Fees.

Section 17. That the District's Superintendent, or designee, is directed to cause a copy of this Resolution to be delivered to the building officials of the City

of Bakersfield, County of Kern and the Department of Health Care Access and Information ("HCAI") (formerly the Office of Statewide Health Planning and Development) along with a copy of all the supporting documentation referenced herein and a map of the District clearly indicating the boundaries thereof, advising the City, County and the HCAI that new residential and commercial/ industrial construction is subject to the Statutory School Fees increased pursuant to this Resolution and requesting that no building permit or approval for occupancy be issued by any of these entities for any new residential development project, mobile home or manufactured home subject to the Statutory School Fees absent a certification of compliance ("Certificate of Compliance") from the District demonstrating compliance of such project with the requirements of the Statutory School Fees, nor that any building permit be issued for any nonresidential construction absent a certification from this District of compliance with the requirements of the applicable Statutory School Fees.

Section 18. That the Board hereby establishes a process that permits the party against whom the Commercial/Industrial Fees are imposed the opportunity for a hearing to appeal that imposition of Commercial/Industrial Fees for commercial/industrial construction as stated in Education Code Section 17621(e)(2).

Section 19. That the Superintendent is authorized to cause a Certificate of Compliance to be issued for each development project, mobile home and manufactured home for which there is compliance with the requirement for payment of the Statutory School Fees in the amounts specified by this Resolution. In the event a Certificate of Compliance is issued for the payment of Statutory School Fees for a development project, mobile home or manufactured home and it is later determined that the statement or other representation made by an authorized party concerning the development project as to square footage is untrue or in the event the zoning is declared invalid, then such Certificate of Compliance shall automatically terminate, and the appropriate City, County or HCAI shall be so notified.

Section 20. That no statement or provision set forth in this Resolution or referred to therein shall be construed to repeal any preexisting fee or mitigation amount previously imposed by the District on any residential or nonresidential construction.

Section 21. That if any portion or provision hereof is held invalid, the remainder hereof is intended to be and shall remain valid.

Section 22. That the increase in the District's Statutory School Fees will become effective sixty (60) days from the date of this Resolution unless a separate resolution increasing the fees immediately on an urgency basis is adopted by the Board.

ADOPTED, SIGNED AND APPROVED this 12th day of November, 2024.

LAKESIDE UNION SCHOOL DISTRICT

By:

Vice President, Board of Trustees of the
Lakeside Union School District

ATTEST:

Board Member, Board of Trustees of the
Lakeside Union School District

[illegible]

I, Russell Robertson, Board Member, Board of Trustees of the Lakeside Union School District, do hereby certify that the foregoing was duly adopted by the Board of Trustees of such District at a regular meeting of said Board held on the 12th day of November, 2024, at which a quorum of such Board was present and acting throughout and for which notice and an agenda was prepared and posted as required by law and at which meeting all of the members of such Board had due notice and that at such meeting the attached resolution was adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Board Member, Board of Trustees of the
Lakeside Union School District

STATE OF CALIFORNIA)

) ss.

COUNTY OF KERN

I, Russell Robertson, Board Member, Board of Trustees of the Lakeside Union School District, do hereby certify that the foregoing is a full, true and correct copy of Resolution No. 11122024 of said Board, and that the same has not been rescinded, amended or repealed.

Dated this 12th day of November, 2024.

Board Member, Board of Trustees of the
Lakeside Union School District

OFFICE OF JOHN G. MENDIBURU
KERN COUNTY SUPERINTENDENT OF SCHOOLS
Advocates for Children

**KCSOS SERVICE PROVIDER AGREEMENT
(Professional Development)**

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

RECITALS

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

- A. County Superintendent is qualified and has recent successful experience providing professional development.
- B. The Kern County Superintendent of Schools (KCSOS) Instructional Services Division is uniquely positioned to support the scope of work outlined within this agreement. Through the relationships that have been established with our staff, our first-hand experience working within their unique community, and an extensive understanding of their student achievement data through the Kern Integrated Data System (KIDS), our county office of education is providing a customized professional learning experience for this LEA.
- C. Principal has requested mutually agreed upon professional development training.
- D. 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. Scope of Services. The nature and scope of services 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 9/24/24 and shall end on 6/30/25. The parties may extend the Agreement beyond its initial term as mutually agreed in writing.
- 3. Price. 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 **\$3,144.22 (total flat fee)**. Contractor shall be paid for services satisfactorily rendered based upon invoices submitted no more frequently than monthly or **SUPERINTENDENT** is authorized to transfer the amounts for the services from

DISTRICT Account Code: _____

The total amount payable to Contractor under this Agreement shall not exceed \$3,144.22.

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

PRINCIPAL

JOHN G. MENDIBURU, Ed. D.
KERN COUNTY SUPERINTENDENT OF SCHOOLS

By _____
Entity Name: Lakeside Union School District
Entity Type: School District
Authorized Signatory Name:
Address: 14535 Old River Rd., Bakersfield, Ca. 93311

Date: _____

By  _____
Signatory Name: Michael Gumapac
Title: District Fiscal Analyst, Fiscal Support Service
1300 17th Street, Bakersfield, CA 93301
Account Code: 01-710-0000-0-8627.00-0000-0000-00-0000-000

Date: 10/3/24

ADDITIONAL PROVISIONS OF THIS AGREEMENT

5. Indemnification. Contractor agrees to defend, hold harmless, and indemnify Principal (and Principal's 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 (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 Principal's premises.

In the event that any action or proceeding is brought against Principal by reason of any claim or demand discussed in this section, upon notice from Principal, Contractor shall defend the action or proceeding at Contractor's expense through counsel reasonably satisfactory to Principal. The obligation 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 first notice that any claim or demand is to be made.

Contractor's obligations under this section shall apply regardless of whether Principal (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 Principal, its officers, employees, trustees, or agents.

6. Insurance Requirements. Contractor shall obtain, pay for, and maintain in effect during the life of this Agreement the following policies issued by an insurance company rated not less than "A-;VII" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability (including contractual, products, and completed operations coverages, bodily injury, and property damage liability) with combined single limits not less than \$1,000,000 per occurrence and not less than \$2,000,000 in the aggregate; (2) commercial automobile liability for "any auto" with combined single limits not less than \$1,000,000 per occurrence; (3) professional liability (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 Principal as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to Principal at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage.

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

The parties acknowledge that Contractor is permissibly self-insured under California law.

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 Principal. The parties shall be free to contract for similar services to be performed while under contract with each other. 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 Principal provides for its employees.

Any employees or assistants retained by Contractor shall be the responsibility of Contractor and not of Principal. Contractor shall determine the hours during which the services shall be performed and the sequence of tasks.

8. Termination. One party may terminate this Agreement prior to its expiration as follows:

A. If the other party fails to comply with any insurance or indemnification requirements of this Agreement.

B. If the other party commits a material breach of this Agreement and fails to cure the breach within 30 days after written demand.

C. Without cause, on 60 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. Waiver. 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. Assignment. 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. Parties in Interest. 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. Severability. 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. Governing Law. 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. Notices. 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 registered or certified shall not defeat the effectiveness of notice actually received by the addressee.

I. Authority to Enter Into Agreement. 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. Each party represents that it is aware of no financial or economic interest of any officer or employee of Contractor relating to this Agreement.

K. Nondiscrimination. Neither party, nor any officer, agent, employee, or subcontractor of a party, 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.

L. Counterparts. 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.

M. 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 Section 45122.1.

**ATTACHMENT A
SCOPE OF SERVICES
KCSOS SERVICE PROVIDER AGREEMENT
(Professional Development)**

Lakeside Union School District -

Scope of Work (Description of the activities for service including goals and/or objectives)

Implementation support tailored to the current needs of LUSD. Support can be designed around staff professional development for certificated or classified staff, specific PBIS workshops for the PBIS Leadership team(s), or coaching for certificated or classified staff.

Fees per Consultant:

Half Day $\$1,000.00 \times 3 = \$3,000.00$

Mileage = $3 \times 22 \times \$0.67 = \44.22

Materials = \$100.00

Total Contract Amount = \$3,144.22

Note: District requested to be invoiced in full when contract service is complete

ATTACHMENT B
KCSOS SERVICE PROVIDER AGREEMENT
()

OFFICE OF JOHN G. MENDIBURU
KERN COUNTY SUPERINTENDENT OF SCHOOLS
Advocates for Children

AGREEMENT FOR UTILITY AND CUSTODIAL SERVICES

REGULAR SCHOOL YEAR 2024 - 2025

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. (See **ADDENDUM A**)
- D.** **DISTRICT** can provide the necessary electrical and custodial services.
- E.** Adequate internet capabilities are required in each of the **SUPERINTENDENT** operated special education classes. (**ADDENDUM B**)
- F.** 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 **8/14/24** and ending **6/30/25**. **This combines RSY and ESY.**
- 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 \$8,523.00 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 \$840.00 for the term of this Agreement.

7. **SUPERINTENDENT** agrees to pay **DISTRICT** a **TOTAL** of **\$9,363.00** 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.
9. **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.

**LAKESIDE UNION
SCHOOL DISTRICT**

**JOHN G. MENDIBURU, Ed.D.
KERN COUNTY SUPERINTENDENT OF SCHOOLS**

By _____
Print Name: Ty Bryson
Title: District Superintendent
Address: 14535 Old River Road
Bakersfield, Ca 93311

By  _____
Signatory Name: Maria Arias
Title: Chief Financial Operations Officer
Address: 1300 17th Street, Bakersfield, CA 93301
Account Code: 02-410-6500-0-5800.00-5751-8100-0-0-0

Date: _____

Date: 10.18.24

ADDENDUM A
SCOPE OF SERVICES
CUSTODIAL SERVICES AGREEMENT

DAILY/NIGHTLY

Vacuum Carpet
Trach Pick-Up
Kitchen Duties
Restroom cleaning
Wet Mop hard surfaces

TWICE A YEAR

Strip & Wax hard surfaces
Clean Carpet

OTHER

ADDENDUM B - TO CLASSROOM AGREEMENT

This ADDENDUM is 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

SUPERINTENDENT and DISTRICT, entered into a Classroom Agreement for the **2024-2025** regular school year in which SUPERINTENDENT conducts special education classes on one or more DISTRICT sites.

Adequate internet capabilities are required in each of the SUPERINTENDENT operated special education classes.

TERMS

The foregoing Recitals are true.

The term and all conditions of the original Classroom Agreement will remain the same.

SUPERINTENDENT and DISTRICT agree to this ADDENDUM to the original Classroom Agreement.

The DISTRICT will not charge SUPERINTENDENT for any of the following:

DISTRICT RESPONSIBILITIES

1. The DISTRICT will either allow SUPERINTENDENT staff and student devices to connect directly to DISTRICT operated network resources OR provide at least one physical handoff port on the DISTRICT network per classroom to SUPERINTENDENT onsite buildings.
2. The DISTRICT provided connection(s) will have the required bandwidth to accommodate the current Federal Communications Commission ("FCC") per student recommendations for instructional facilities.

CONNECT DIRECTLY TO DISTRICT NETWORK

1. If DISTRICT allows to connect directly to DISTRICT operated network, then the DISTRICT will provide at least one physical port on the school network per classroom to SUPERINTENDENT onsite buildings through either an RJ45 wall jack or direct connection to a switch and at least one Wireless Local Area Network ("WLAN") for SUPERINTENDENT staff and student devices.
2. The DISTRICT will either provide the necessary wireless details to connect devices to the network, or will assist in connecting the devices as needed.
3. The WLAN signal will be of sufficient strength and reliability that connectivity is reasonably guaranteed.
4. The DISTRICT will allow a Virtual Private Network ("VPN") traffic from SUPERINTENDENT staff devices connected to their network.

PHYSICAL HANDOFF PORT, INDIRECT CONNECTION

1. If DISTRICT does not allow direct connectivity to DISTRICT network, then DISTRICT will provide at least one physical handoff port on the school network through either an RJ45 wall jack or direct connection to a switch.

2. The connection will provide an Internet Protocol ("IP") address through Dynamic Host Configuration Protocol ("DHCP") unless the DISTRICT provides necessary IP information to be used by SUPERINTENDENT for the connection to the DISTRICT network.
3. DISTRICT will allow SUPERINTENDENT to connect a router or firewall device to the provided handoff port.
4. The connection will provide basic connectivity to the internet and allow SUPERINTENDENT to perform Network Address Translation ("NAT"), establish VPN tunnel(s), and perform remote management.
5. The DISTRICT will allow SUPERINTENDENT to operate wireless networks intended for SUPERINTENDENT staff and student devices within the classrooms of SUPERINTENDENT onsite buildings.

SUPERINTENDENT RESPONSIBILITIES

1. SUPERINTENDENT will maintain and provide an inventory of all devices within SUPERINTENDENT classrooms that will connect through the DISTRICT either directly or indirectly.
2. SUPERINTENDENT will maintain reasonably updated operating system and application security patches on staff and student devices within the classroom.
3. SUPERINTENDENT will maintain regularly updated endpoint protection software such as antivirus, antimalware, and web filtering on all staff and student devices within the classroom where applicable.
4. If connecting indirectly, SUPERINTENDENT will provide a router or firewall device for connecting the district handoff port and SUPERINTENDENT will operate the required services for classroom device connectivity on the supplied device, including NAT, Domain Name System, DHCP, WLAN, etc.
5. SUPERINTENDENT will provide any required hardware to accept a handoff.

TERMINATION

1. DISTRICT reserves the right to disconnect one or more of SUPERINTENDENT staff or student connections should traffic inconsistent with DISTRICT's minimum security policies be detected.



License # 860638

11/6/24

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

Attn: Kristin Angelo

**Lakeside
Earthwork and Surveying MOT Office**

Dear Kristen

Black / Hall Construction Inc. is pleased to propose a quote in the amount of **\$34,025.05** for the above per your direction and sheet C-1 dated 10/14/24.

Our proposal excludes any:

- Plans & Specs
- Permits & Fees
- Hazardous Material Abatement
- Overtime and After Hours work
- Payment & Performance Bond

We sincerely appreciate this opportunity and hope to hear back from you soon.

Sincerely,

Glenn W. Black
President
Black / Hall Construction Inc.

**BURTCH CONSTRUCTION
PO BOX 80546
BAKERSFIELD, CA 93380
PHONE – (661)399-1736 FAX – (661)399-3356**

October 28, 2024

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

14535 Old River Road

Attn: Tristen Camp

827-7011

tcamp@lakesideusd.org

Scope of Work:

Mobilization

Clean and grub approx. 4,540 sq. feet

Over-x 2,000 sq. feet 5" and compact

Furnish, haul & place 6" DG over 2,000 sq. feet

Fine grade 2,000 sq. feet

Regrade area and blend with existing swale

\$13,081.00

Bid prevailing wage

Cannot guarantee proper drainage with 1.5% or less in grade fall

Exclusions: permits, fees, testing

IF YOU HAVE ANY QUESTIONS, PLEASE CALL MARTHA FISCHER AT 661 399-1736.

WORK ACCEPTED: _____
TERMS: NET UPON RECEIPT
CONTRACTORS LICENSE #686970

DATE: _____



PAID INTERNSHIP CREDENTIAL PROGRAM MEMORANDUM OF UNDERSTANDING

This Agreement, effective as of the date of last signature, made by and between National University, a California non-profit public benefit corporation (the "University") and Lakeside Union School District, which is located at 14535 Old River Rd., Bakersfield, CA 93311-9756, USA, who have partnered for the purpose of providing contractual services for students, or state-supported TK-12 educational service unit, ("Institution"), with reference to the following facts:

RECITALS

- A. University is accredited by WASC Senior College and University Commission (WSCUC). University has met all of the preconditions prescribed by the California Commission on Teacher Credentialing (the "CTC") to offer the following internship credential programs (each, a "Program"): Inspired Teaching and Learning, Teacher Education Internship Credential, Special Education Internship Credential, Preliminary Administrative Services Internship Credential, and Pupil Personnel Services Internship Credential – School Counseling, Pupil Personnel Services Internship Credential – School Psychology;
- B. California Education Code Sections 44452 and 44321 authorize a public school institution, charter school or county office of education in cooperation with an approved college or University to establish an internship program meeting the provisions of applicable California statutes and CTC regulations. Institution is either a public school institution (or state-supported TK-12 educational service unit), charter school, or county office of education and University is an approved University within the meaning of Ed Code Section 44452; and
- C. Institution and University wish to partner to deliver services in support of the Programs that meet the regulations and standards of CTC. Attached as "Exhibit A" to this Agreement and incorporated herein by this reference is a list of the Programs that Institution and University will be supporting through this partnership.

TERMS AND CONDITIONS

1. Term. The term of this Agreement shall commence as of the Effective Date above and shall continue until terminated in accordance with the terms and conditions in this Agreement. Either party may terminate this Agreement for any reason or no reason at all upon thirty (30) days written notice. All Interns placed with Institution and who are in good standing with Institution and University as of the date of termination of this Agreement shall be permitted to complete their internship experience with Institution.
2. Interns and Placement. University interns are students that are certified as qualified and competent by University to provide intern services to Institution and may, at Institution's discretion, be accepted and assigned to Institution's schools to provide services as interns (each, an "Intern"). University and Institution shall coordinate the process of selection and placement of Interns. University reserves the right to make the final determination on any Intern's acceptance into the Program, while Institution reserves the right to make the final determination on any Intern's employment. Neither University nor Institution shall discriminate in the selection or acceptance of, or participation by, any Intern pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran's status, medical condition, marital status, or citizenship, within the limits imposed by law. Intern(s) must remain at the Institution addressed herein for the duration of their Program.
3. Program Requirements. Each Intern accepted into the Program must have met all of the following qualifying minimum criteria:
 - a. Recommendation to a Program by an Institution designee.
 - b. Interview and screening by Institution staff, including a background check, Institution administrator interview and paper screening, Department of Justice/FBI fingerprint clearance, and a baccalaureate degree from an accredited Institution.
 - c. Interview and screening by University staff, and verification of coursework and prior experience with TK-12 students in a multicultural, multilingual setting.
 - d. Orientation meeting with a Credential Program Specialist, the University Support Provider/Supervisor faculty member for the Program.
 - e. Passage of the CBEST exam or proof of basic skills assessment and verification of subject matter competence by completion of an approved program or passage of the CSET.



- f. University Catalog requirements met including Special Education and Teacher Education programs. Virtual classroom/school placements will not be approved.
 - g. All service preconditions required by the CTC shall have been met.
4. Institution Reimbursement. University shall reimburse the Institution for supervision of an eligible Program at the completion of each semester or quarter. Institution shall submit an invoice based on generated report received from the University Honorarium Specialist. Honorarium eligibility and the honorarium amounts provided for supervision of University Intern(s) in an eligible Program are as set forth in "Exhibit A" attached hereto and incorporated herein by this reference. Notwithstanding, in no event shall the total honorarium amount for supervision per Intern exceed six hundred (\$600.00). Upon receipt of invoice correlating to the University's Honorarium Specialist report, University shall pay the Institution within thirty (30) days following the date the Institution's invoice is received.
 5. Insurance. The Institution and the University will obtain and maintain a broad form commercial general liability insurance policy with coverage of at least \$1,000,000 (one million dollars) for each occurrence and \$2,000,000 (two million dollars) in the aggregate, with no exclusion for molestation or abuse. The Parties will provide proof of such insurance upon execution of this Agreement to each other. For purposes of this Agreement, each of the Parties will provide workers' compensation insurance coverage for their own employees.
 6. Intern Employment Status. Interns shall be Institution employees for all purposes, including for the payment of any federal, state, or local income or occupational taxes, FICA taxes, unemployment compensation or workers' compensation contributions, vacation pay, sick leave, retirement benefits or any other payments or benefits for or on behalf of Interns.
 7. Reservation of Right to Payment. Pursuant to Education Code Section 44462, Institution reserves the right to request an adjustment of any Intern's salary to cover supervision services pursuant to this Agreement.
 8. Non-Displacement of Certificated Employees. Pursuant to CTC requirements, upon request Institution shall provide written certification to University that each Intern placed with Institution has not displaced a certificated Institution employee, which shall enable University to verify to CTC that all statutory and CTC requirements have been met.
 9. Teacher and Special Education Intern Support.
 - a. To support Education Credential Interns, Institution and University will each provide a qualified supervisor to assist each Intern in a Program. Institution supervisors are called Site Support Providers ("SSP"). University supervisors are called University Support Providers ("USP"). Institution SSP will mentor, coach and consult with interns on all areas of responsibility as a teacher of record by observing lessons with pre- and post-debriefing protocols to provide weekly course planning, modeling and coaching with attention to differentiated instruction for English Learners; assessment of language needs and progress; and support for language accessible instruction. A minimum of two hours of support / mentoring and supervision must be provided to an intern every five instructional days.
 - b. SSP shall hold a valid Clear or Life Credential in the content area for which they are providing supervision, three years of successful teaching experience, hold a valid English Learner Authorization or CLAD Certificate issued pursuant to section 80015 or valid bilingual authorization issued pursuant to section 80015.1, and must have demonstrated exemplary teaching practices.
 - c. SSP must complete an orientation to the program's expectations to be knowledgeable regarding program curriculum and assessments. For Teacher Education and Special Education support, SSP orientation includes a minimum of 10 hours of initial orientation provided through the University. The program curriculum provides effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices, program curriculum and assessments, including the Teaching Performance Expectations (TPEs) and the California Teaching Performance Assessment (Cal TPA) or Educational Specialist California Teaching Performance Assessment (EdSp CalTPA).
 - d. SSP and USP will together meet periodically with Interns to ensure Interns are following the California standards for the specific credential each Intern is seeking to obtain.
 - e. SSP and USP will meet without the Intern to discuss the Intern's progress, as needed.
 - f. Concurrent with an Intern's experience at Institution, University will hold program orientation seminars for Interns and stated-approved training seminars for SSP. University representatives will review supervising techniques, establish procedures for conducting observations and provide assistance, introduce forms used in the Program, communicate seminar schedules, and offer further training and materials to SSP.



- g. Institution will include Interns in appropriate Institution support programs and regularly scheduled staff development activities.
- h. Institution will designate a liaison, to ensure supervision and support assistance is provided to Interns at a minimum of 2 hours a week while employed as the teacher of record.
- i. Institution and University will share supervision and ongoing support requirements totaling a minimum of 144 hours per school year. Interns without English Language Authorization must receive 45 hours of focused English Language instruction support per school year; (b)(5)(B) requires the employer to identify and individual with EL authorization who will be immediately available to assist an intern teacher who does not yet hold EL authorization. USP will monitor the completion of employer-provided support via an Intern Support Verification Form to verify the clockwork hours provided by SSP and/or employer support personnel. Forms must be submitted as part of the intern's clinical practice course assignments. Program faculty, program supervisors, and Institution-employed supervisors monitor and support Interns during their progress towards mastering the TPEs.
- j. Employers who hire/place or wish to backdate interns outside National University clinical practice state offerings are required to provide 100% of the state mandated support (4 hours per week of general support, and 1.25 hours of EL specific support if the intern does not hold EL authorization) until the next available start date at which point the USP will provide University support services as noted in article (8.h.).
- k. National University provides Institution-employed supervisors with a minimum of 10 hours of initial orientation to the program curriculum, about effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices. The program ensures that Institution employed supervisors remain current in the knowledge and skills for Intern supervision and program expectations.
- l. Institution with interns must have a fully qualified Credentialed administrator onsite.
- m. University may request use of video capture for Intern reflection and CalTPA, EdSp CalTP, or CalAPA (California Administrator Performance Assessment) completion to reflect to the extent possible Intern's knowledge, skills, and abilities to instruct TK-12 students while meeting state-adopted academic standards. Institution shall inform Special Education Credential Interns of video recording policies in place for the CalTPA, EdSp CalTPA, or CalAPA task video capture requirement.
- n. Intern teaching schedule must reflect no less than 80% of each day in the content area of the intended credential, in a traditional, face-to-face classroom. Virtual classroom/school placements will not be approved except in emergency situations subject to University's sole discretion. Transitional Kindergarten (TK) placements are highly discouraged at this time and will require additional faculty approvals.

10. School Counseling Intern Support

- a. To support Services Credential Interns, Institution and University will each provide a qualified supervisor to assist each Intern in a Pupil Personnel Services Credential: School of Counseling.
- b. SSP shall refer to an employee of the Institution holding a valid Pupil Personnel Services or other credential issued by the CTC or equivalent certification recognized by the Institution typically with two (2) or more years' experience as a school counselor.
- c. Clinical practice shall refer to the participation by an Intern in the duties and functions of a school counselor and may include school attendance worker under the direct supervision and instruction of one (1) or more Clinical Practice Supervisors holding a PPS School Counseling Credential.
- d. As required by the CTC, the School Counseling Paid Internship requires a minimum of 800 clock hours field experience. Interns must obtain hours in two (2) out of the three (3) levels (e.g., elementary, middle, and high school) over the 800 clock hours. Interns must have opportunity to gain supervised experience in comprehensive student support systems that provides prevention and intervention services on behalf of students around crisis and trauma, including but not limited to: suicide and homicide risk and assessment and school shootings. Interns must have the opportunity to work with students of diverse backgrounds (150 hours) as part of the 800 clock hours, including socioeconomic disadvantages, English learners, homeless youth, foster youth; students with disabilities (including Section 504 plans), students experiencing suspension and expulsion from school, sexual minority youth (LGBTQ+), racial and ethnic minorities. See CTC (May 2020) Pupil Personnel Services: School Counseling Preconditions, Program Standards, and Performance Expectations, Page 6 – Fieldwork at https://www.ctc.ca.gov/docs/default-source/educator-prep/standards/pps-school-counseling-pdf.pdf?sfvrsn=28e552b1_4.
- e. Institution and University shall independently determine the qualifications of their respective supervisors. Interns must meet with their SSP for one (1) hour of individual or one-and-one half (1.5) hours of small group SSP supervision per week. Small groups shall not exceed eight (8) Interns per group.
- f. SSP and USP will together meet periodically with Interns to ensure Interns are following the California standards for the services credential each intern is seeking to obtain.



- g. SSP and USP will meet without the Intern to discuss the Intern's progress, as needed.
- h. Concurrent with an Intern's experience at Institution, Institution may hold Program orientation seminars for Interns. An initial meeting is held with the SSP' training, University representatives to review supervising techniques, establish procedures for conducting observations and providing assistance, introduce forms used in the Program, and communicate intern schedules.
- i. Institution will include Interns in appropriate Institution support programs and regularly scheduled staff development activities.
- j. Institution will designate a liaison to ensure supervisory and support assistance to Interns at Institution.
- k. USP will maintain contact with Interns remotely on a regularly scheduled basis to monitor each Intern's progress.
- l. School Counseling Fieldwork Intern Duties (may include, but are not limited to):
 - i. Attend regular supervision sessions with PPS credentialed site supervisor.
 - ii. In collaboration with site supervisor, provide individual counseling to students with social, emotional, and behavioral issues.
 - iii. Be an advocate to all students.
 - iv. Assist with Special Education consultation.
 - v. Collaborate and consult with parents and teachers to provide appropriate referrals.
 - vi. Collaboration with special education teachers and general education teachers in implementing RTI.
 - vii. Review of Special Education/Cumulative Records.
 - viii. Conduct classroom observations in General Ed./Special Ed. classrooms.
 - ix. Attend Individual Educational Plan (IEP) meetings.
 - x. Facilitate Group Counseling sessions.
 - xi. Provide teacher/parent consultation.
 - xii. Design and implement behavioral Interventions.
 - xiii. Participate in Student Study Teams (SST's).
 - xiv. Help provide school-wide positive behavioral intervention support.
 - xv. Provide intervention and consultation activities with students and families from culturally and linguistically diverse backgrounds.
 - xvi. Provide comprehensive school counseling services as required by the American School counseling Association's (ASCA) National Model.

11. School Psychology Intern Support

- a. To support Services Credential Interns, Institution and University will each provide a qualified supervisor to assist each Intern in a Pupil Personnel Services School Counseling, Pupil Personnel Services School Psychology, and Administrative Services Programs.
- b. SSP shall refer to an employee of the Institution holding a valid Pupil Personnel Services or other credential issued by the CTC or equivalent certification recognized by the Institution typically with two (2) or more years' experience as a psychologist.
- c. USP shall refer to an employee of the University holding a valid Pupil Personnel Services or other credential issued by the CTC or equivalent certification recognized by the Institution typically with two (2) or more years' experience as a psychologist.
- d. Clinical Practice Assignment shall typically refer to a full day of Clinical Practice consisting of five (5) days a week for twelve (12) to eighteen (18) weeks, dependent upon the program. Clinical Practice Assignment shall satisfy all requirements set by the commission.
- e. The School Psychology Internship totals a minimum of 1,200 clock hours field experience. Interns must obtain hours in two (2) out of the three (3) levels (e.g., elementary, middle, and high school) over the 1,200 clock hours.
- f. Clinical practice shall refer to the participation by an Intern in the duties and functions of a psychologist or school attendance worker under the direct supervision and instruction of one or more Commission qualified Clinical Practice Supervisors.
- g. Institution and University shall independently determine the qualifications of their respective supervisors.
- h. SSP and USP will together meet periodically with Interns to ensure Interns are following the California standards for the services credential each intern is seeking to obtain.
- i. SSP and USP will meet without the Intern to discuss the Intern's progress, as needed.
- j. Concurrent with an Intern's experience at Institution, Institution may hold Program orientation seminars for Interns and training seminars for SSP. Institution representatives will review supervising techniques, established procedures for conducting observations and providing assistance, introduce forms used within the Institution, communicate needs, and/or offer further training and materials to support Interns and Institution needs.



- k. Institution will include Interns in appropriate Institution support programs and regularly scheduled staff development activities.
- l. Institution will designate a liaison to ensure supervisory and support assistance to Interns at Institution.
- m. USP will visit Interns at their sites on a regularly scheduled basis to monitor each Intern's progress.
- n. School Psychology Internship Intern Duties (may include, but are not limited to):
 - i. Special Education IEP Consultation & Presentation of Psycho-Educational Assessment Results.
 - ii. Writing Psycho-Educational Reports which shall be reviewed by the Institution Supervisor.
 - iii. Collaborate and consult with parents and teachers to provide Referrals to Parents/Teachers.
 - iv. Design and Implement RtI/MTSS Interventions – both academic and behavioral/mental health.
 - v. Review of Special Education/Cumulative Records.
 - vi. Conduct Classroom Observations in General Ed./Special Ed. Classrooms.
 - vii. Conduct Psycho-Educational Assessments-Full.
 - viii. Facilitate Group/Individual Counseling.
 - ix. Teacher/Parent Consultation.
 - x. Design and Implement Behavioral Interventions.
 - xi. Participate in Study Team Consultation.
 - xii. Participate in Mandatory On-going weekly Supervision with Credentialed School Psychologist for a minimum of two hours a week.
 - xiii. Documentation of services (e.g., assessment logs, evaluations) required by Institution and verified by the supervising school psychologist.
 - xiv. School-wide positive behavioral intervention support.
 - xv. Assessment, intervention and consultation activities with students and families from culturally and linguistically diverse backgrounds.
 - xvi. Comprehensive and balanced school psychological services as required by the National Association of school Psychologists (NASP) Domains of Practice and Internship experience.

12. Preliminary Administrative Services Intern Support

Preliminary Administrative Services Interns must complete a range of activities in educational settings. Settings must:

- a. Support the Intern's ability to complete the CalAPA.
 - b. Demonstrate commitment to collaborative student-centered practices and continuous program improvement.
 - c. Support partnerships with education, social, and community entities that support teaching and learning for all students.
 - d. Create a learning culture to support all students.
 - e. Understand and reflect socioeconomic and cultural diversity.
 - f. Support the Interns to access data, work with other educators, and observe teaching practice.
 - g. Permit video capture for Intern reflection and CalAPA completion to reflect to the extent possible Intern's knowledge skills, and abilities to instruct TK-12 students while meeting state-adopted academic standards. Institution shall inform Credential Intern of video recording policies in place for the CalAPA task video capture requirement.
 - h. SSP and USP will meet periodically with Interns to ensure Interns are following the California standards for the specific credential each Intern is seeking to obtain.
13. Academic Responsibility. University shall have exclusive control over all academic issues involving the Programs, which shall include, without limitation: selection of course content and required textbooks; delivery of instructional programs; selection and approval of faculty; admission, registration, and retention of Interns; evaluation of Interns' prior experience and education; evaluation of Interns' academic progress; scheduling courses; awarding academic credit; and conferring degrees.
14. Duration of Internship. Once an Intern has been accepted as an intern by Institution, and if the Intern remains in good standing in the Program at University and within the Institution's policies and performance standards, the Intern will be permitted to finish their internship at Institution. However, an Intern who performs below acceptable Institution or University standards, after appropriate support and advice efforts have been exhausted, may be removed from the paid internship position by the Institution and/or removed from their Program by the University. All services provided by University and Institution pursuant to this Agreement shall terminate upon an Intern's removal from the Institution or termination of participation in a Program.
15. Assessment. Assessment is a function of Clinical Practice in the Teacher Education Internship program (for the Teacher Education Internship Credential), and the Specialist Education Internship (for the Special Education Internship Credential), Intern Field Experience course (for the Preliminary Administrative Services Internship Credential) the School Counseling and



School Psychology (for the Pupil Personnel Services Internship Credential) programs. Interns in those classes will pre-assess their teaching or administrative skills, develop a plan for growth, and assess their growth at the close of the course(s). This pre-assessment, development and post-assessment will occur in collaboration with the SSP and the USP.

16. Video Assessment. Institution and University agree the use of video recording equipment on any Institution property, including but not limited to, Institution classrooms, is solely for the purpose of assessing Interns as part of the credentialing process. The Institution shall provide University Site Support Providers and Interns with any or all applicable rules, regulations, and instructions relating to the assessment. The University and Institution agree no video recording of any Intern will occur without prior written notification of the name of the Intern as well as date, time, and location of the video recording to the principal of the school where the video recording is to take place. Principal of the Institution shall provide written approval of said recording; subject to the parent/guardian authorizations set forth in this section. The University and Institution agree no video recording of any Institution student shall be permitted to occur without the express written approval and authorization from the students' parent/guardian.
17. Control, Supervision, Evaluation of Video Recording. The control, supervision, evaluation, and/or direction of all Interns and any other University personnel in connection with the assessment of the Interns, including, but not limited to, all classroom video recording of the Interns, shall be at the University's sole discretion.
18. Indemnity. The Institution shall defend, indemnify and hold the University, its officers, employees, and agents, harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Institution, its officers, employees, or agents.

The University shall defend, indemnify and hold the Institution, its officers, employees, and agents, harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the University, its officers, employees, or agents.
19. Relationship of Parties. Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, or a joint venture, partnership, or agency relationship between the parties.
20. Publicity. Neither University nor Institution shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to this Agreement, without the prior written consent of the other party. In addition, neither party may use the names, logos, or trademarks of the other party without its prior written consent.
21. Records. It is understood and agreed that all employment records shall remain the property of Institution, and all student records, including Intern assessments, will remain the property of University.
22. Confidentiality of Student Intern Records. For purposes of this Agreement and pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), University designates Institution and its facilities/educational sites as having a legitimate educational interest in the educational records of any student who participates in the Internship Credential Program to the extent that access to the records is required by Institution programs or facilities to which the Intern is assigned to carry out the relevant educational experience. Institution and its organizational components (i.e., programs) agree to maintain the confidentiality of each Intern's educational record in accordance with the provisions of FERPA.
23. Confidentiality of Institution Pupil Records. No Intern will have access to or have the right to receive any Institution pupil records, except to the extent necessary in the regular course of assisting in providing services to pupils as part of the Internship program. The discussion, transmission, or narration in any form by Interns of any individually identifiable pupil information, educational, medical, or otherwise, which is obtained in the course of the Internship program, is forbidden except as a necessary part of the practical Internship experience. To the extent an Intern is given access, they are subject to the privacy regulations outlined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. Part 99, as amended ("FERPA"). Otherwise, Interns shall use de-identified information only (and not personally identifiable pupil information) in any discussions about the internship experience with University, its employees, agents or others.



24. Limitation of Liability. Except for obligations to make payment under this Agreement, liability for indemnification, liability for breach of confidentiality, or liability for infringement or misappropriation of intellectual property rights, in no event shall either Party or any of its representatives be liable under this Agreement to the other Party or any third party for consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages, lost profits or revenues or diminution in value arising out of, or relating to, and/or in connection with any breach of this Agreement, regardless of whether such damages were foreseeable, whether or not it was advised of the possibility of such damages and the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.
25. Certificate of Clearance. In accordance with California Education Code Section 44320, each credential Intern prior to assignment to Institution must obtain at their sole expense a "Certificate of Clearance," which includes a complete Live Scan Service. The University will ensure that Interns receive a Certificate prior to beginning their assignment in the Institution or hold a valid document issued by the CTC accounting for fingerprint clearance.
26. Tuberculosis Clearance. In accordance with the California Education Code Section 49406, each Intern must obtain, at the Intern's sole expense, an examination by a licensed physician or surgeon within the past sixty (60) days to determine that they are free of active tuberculosis, prior to beginning the Intern's assignment in the Institution.
27. Infectious Diseases. Institution shall inform and advise Interns and any USP regarding the current status of infectious diseases at Institution prior to arriving on site as well as provide appropriate PPE.
28. Non-Discrimination and Commitment to Equity, Diversity, and Inclusion. University and Institution agree not to discriminate against any individual under this Agreement because of race, color, religion, sex, gender, ancestry, age, national origin or disability (as defined in The Americans with Disabilities Act of 1990, 42 USC 12101, et seq. and any regulation promulgated thereunder) or any other unlawful basis. Institution agrees to recognize and support the University's commitment to diversity, equity, and inclusion.
29. Title IX. University strictly adheres to Title IX of the Education Amendments of 1972, the federal Campus Sexual Violence Elimination Act; United States Department of Education regulations and directives; and the University's sexual harassment policy and procedures (collectively, "Regulations"). Specifically, the Regulations apply to all students, employees, visitors, and other third parties on University-controlled or affiliated property, including institutions and entities with whom University places its employees or students. Further, such Regulations prohibit unequal treatment on the basis of sex/gender as well as sexual harassment, misconduct and violence. As a condition of employment, enrollment, doing business, or being permitted on University-controlled or affiliated property, the above-mentioned individuals, organizations, and entities must agree to: (1) Report any and all allegations of discrimination, harassment, (including sexual harassment, or violence) promptly to the Title IX Coordinator via the reporting form at the following link: <https://www.nu.edu/reportit/>, or by using one of the other methods of communication with the Title IX Coordinator found at the following link: <https://www.nu.edu/title-ix/erp/>; (2) Cooperate with University's investigation; and (3) Cooperate fully with all sanctions that University may impose against those who are found to have violated the Regulations. If the individual, organization, or entity fails to adhere to any of the aforementioned requirements, University reserves the right to take appropriate action, including but not limited to: immediate removal from University-controlled or affiliated property, discipline of employees and students (including termination of employment and/or enrollment); and/or termination of business or contractual relationships.
30. Arbitration. In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules.
31. Entire Agreement and Severability. If a court or arbitrator holds any provision of this Agreement to be illegal, unenforceable, or invalid, the remaining provisions will not be affected. This Agreement contains the entire agreement between the parties pertaining to the transaction and may not be amended unless in writing, signed by both parties.
32. Assignment. Neither party shall assign its rights or delegate its duties under this Agreement without the prior written consent of the other party.



33. Notices. All notices or other communications given under this Agreement will be in writing and sent to the addressee listed below (unless a party has changed its address by giving notice), and will be effective upon receipt if delivered personally or by overnight mail, or effective three days after mailing if by certified mail, return receipt requested.
34. Supersedes Prior Agreements. This Agreement supersedes any prior agreements between the parties with respect to the subject matter hereof, whether written or oral, and any such prior agreements are cancelled as at the date of this Agreement but without prejudice to any rights which have already accrued to either of the parties.
35. Representations. Each party represents that: (a) it will abide by all applicable federal, state, or local statutes or regulations; (b) the individual signing this Agreement has the authority to do so; and (c) it has the ability and authority to perform each of its obligations under this Agreement. These representations will continue after the Agreement terminates.
36. General Provisions. The Agreement: (a) will be binding and enforceable by the parties and their respective successors or assigns, but not by any individual or organization not a party to this Agreement; (b) may be executed in counterparts and effective with original or facsimile signatures; and (c) will be governed by California law.

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

University: National University

Institution: Lakeside Union School District

By: _____
 John Cicero, Ph.D.
 Provost and Chief Academic Officer

By: _____
 Name: _____

Dated: _____

Title: _____

University Contact Information:

Contract Coordinator
 National University
 9388 Lightwave Ave.,
 San Diego, CA 92131
 Telephone (858) 642-8417
 credcontracts@nu.edu

Dated: _____

Telephone: _____

Address: 14535 Old River Rd., Bakersfield, CA 93311-9756,
 USA



EXHIBIT A

Internship Programs

Institution and University wish to partner to support the following Programs:

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

Honorariums:

Honorarium amount of \$300.00 per course is paid to the following programs:

Inspired Teaching and Learning Teacher Education Internship Credential
Special Education Internship Credential

Honorarium amount of \$150.00 per course is paid to the following programs:

Pupil Personnel Services Internship Credential: School of Counseling
Pupil Personnel Services Internship Credential: School of Psychology

There is no honorarium provided for the following program:

Preliminary Administrative Services Internship Credential