

LAKESIDE UNION SCHOOL DISTRICT  
BOARD OF TRUSTEES  
REGULAR MEETING  
AGENDA

Lakeside School Auditorium  
14535 Old River Road  
Bakersfield, CA 93311

April 9, 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. Report from Citizens Bond Over Site Committee.

3. CCSPP Grant Update from Mrs. Carr.

4. CONSENT AGENDA *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 March 12, 2024.

B. Approve March End of Month Payroll \$840,232.11 and April Mid Month Payroll \$\_\_\_\_\_.

C. Approve Batch # 12

Moved\_\_\_\_\_Seconded\_\_\_\_\_Roll Call Vote:MB\_\_\_AB\_\_\_TJ\_\_\_RR\_\_\_DB\_\_\_  
Vote: Yes(Y) \_\_\_\_\_No(N) \_\_\_\_\_Abstained(A) \_\_\_\_\_Absent(AB) \_\_\_\_\_

5. 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)*

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. General Control

- (1) Report on Williams Settlement Complaints.
- Moved\_\_\_\_\_Seconded\_\_\_\_\_Roll Call Vote:MB\_\_\_AB\_\_\_TJ\_\_\_RR\_\_\_DB\_\_\_  
Vote: Yes(Y) \_\_\_\_\_No(N) \_\_\_\_\_Abstained(A) \_\_\_\_\_Absent(AB) \_\_\_\_\_
- (2) Discussion and Approval of Student Attendance Calendar for 2024-2025 School Year.
- Moved\_\_\_\_\_Seconded\_\_\_\_\_Roll Call Vote:MB\_\_\_AB\_\_\_TJ\_\_\_RR\_\_\_DB\_\_\_  
Vote: Yes(Y) \_\_\_\_\_No(N) \_\_\_\_\_Abstained(A) \_\_\_\_\_Absent(AB) \_\_\_\_\_
- (3) Approval of BP 0410 through BB9323.
- Moved\_\_\_\_\_Seconded\_\_\_\_\_Roll Call Vote:MB\_\_\_AB\_\_\_TJ\_\_\_RR\_\_\_DB\_\_\_  
Vote: Yes(Y) \_\_\_\_\_No(N) \_\_\_\_\_Abstained(A) \_\_\_\_\_Absent(AB) \_\_\_\_\_
- (4) Approval of Donald E. Suburu School Single Plan for Student Achievement.
- 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 Shared Technology Services Agreement Between Edutech Group, LLC and Lakeside Union School District.
- Moved\_\_\_\_\_Seconded\_\_\_\_\_Roll Call Vote:MB\_\_\_AB\_\_\_TJ\_\_\_RR\_\_\_DB\_\_\_  
Vote: Yes(Y) \_\_\_\_\_No(N) \_\_\_\_\_Abstained(A) \_\_\_\_\_Absent(AB) \_\_\_\_\_
- (2) Approval of Independent Contractor Agreement Between Boys & Girls Club of Kern County and Lakeside Union School District.
- Moved\_\_\_\_\_Seconded\_\_\_\_\_Roll Call Vote:MB\_\_\_AB\_\_\_TJ\_\_\_RR\_\_\_DB\_\_\_  
Vote: Yes(Y) \_\_\_\_\_No(N) \_\_\_\_\_Abstained(A) \_\_\_\_\_Absent(AB) \_\_\_\_\_
- (3) Approval of Resolution #04092024 – A Resolution of the Board of Trustees of the Lakeside Union School District Prescribing the Terms and Authorizing the Sale and Issuance of Measure I Bonds and Related Actions.
- Moved\_\_\_\_\_Seconded\_\_\_\_\_Roll Call Vote:MB\_\_\_AB\_\_\_TJ\_\_\_RR\_\_\_DB\_\_\_  
Vote: Yes(Y) \_\_\_\_\_No(N) \_\_\_\_\_Abstained(A) \_\_\_\_\_Absent(AB) \_\_\_\_\_

C. Personnel

- (1) Approval to Hire Jessica Llewellyn, 7 Hour SASI II at Lakeside.
- Moved\_\_\_\_\_Seconded\_\_\_\_\_Roll Call Vote:MB\_\_\_AB\_\_\_TJ\_\_\_RR\_\_\_DB\_\_\_  
Vote: Yes(Y) \_\_\_\_\_No(N) \_\_\_\_\_Abstained(A) \_\_\_\_\_Absent(AB) \_\_\_\_\_

- (2) Approval to Hire Diana Martinez, 5.5 Hour Food Service Worker at Suburu.

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

- (3) Approval to Hire Andrea Perez, 4 Hour Supervision Aide at Lakeside.

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

- (4) Approval to Hire Miranda Ruiz, Multiple Subject Teacher at Lakeside.

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

- (5) Approval to Hire Cecilia Gavino Robles, Multiple Subject Teacher at Lakeside.

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

- (6) Approval to Hire Suzanne Rappleye on a Provisional Internship Permit (PIP), Multiple Subject Teacher at Lakeside.

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

- (7) Approval to Hire Jerry Ford on a Provisional Internship Permit (PIP), Multiple Subject Teacher at Suburu.

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

- (8) Approval to Hire Alejandra Mosqueda, Multiple Subject Teacher at Lakeside.

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

- (9) Approval to Hire Christina Rios, 4 Hour Supervision Aide at Lakeside.

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

- (10) Approval to Hire Karlee Westbrook, 6.5 Hour Instructional Aide II at Suburu.

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

- (11) Approval to Hire Yessica Contrera, 2 Hour Supervision Aide at Suburu.

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

- (12) Approval to Hire Valerie Gonzalez, Multiple Subject Teacher at Suburu.

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

- (13) Approval to Hire Vicenta Avilez on a Short Term Staff Permit (STSP), Multiple Subject Teacher at Suburu.

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

- (14) Approval of Tentative Agreement Between the Lakeside Union School District and the California School Employees Association and its Lakeside/Old River Chapter 730.

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

- (15) Approval of Tentative Agreement Between the Lakeside Union School District and the Lakeside/Suburu Teachers Association, CTA/NEA.

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

- (16) Approval of Proposed Revised Salary Schedules for Supervisory/Confidential Positions  
Job Titles: MOT Director, Business Manager, Administrative Assistant, District Clerk,  
Pool Manager.

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

- (17) Discussion and Approval of Amendment to Contract of Employment: District  
Superintendent. Modify Salary Schedule.

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

- (18) Approval of Employee #2041 to Receive Catastrophic Leave Credits from District  
Employees, Upon Written Request to the Board.

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

- (19) Approval to Hire Michelle Darghali on a Short Term Staff Permit (STSP), Special  
Education Teacher at Suburu.

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



- (20) Approval to Hire Lainey Elcano on a Provisional Internship Permit (PIP), Multiple Subject Teacher at Lakeside.

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 859 Suburu 750 Total 1609
- B. CSEA
- C. CTA
- D. Correspondence
- E. Board Members Reports *Each Board member may report about various matters involving the District. There will be no Board discussion except to ask questions and refer matters to staff and no action will be taken unless placed on an agenda for a subsequent meeting.*
- F. Superintendent 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 – May 14, 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

Lakeside School Auditorium  
14535 Old River Road  
Bakersfield, CA 93311

March 12, 2024  
6:30 P.M.

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

BOARD MEMBERS ABSENT: Trustee Banducci

OTHERS PRESENT: See Attached

1. Call to Order, Flag Salute The regular meeting convened at 6:30 p.m.
2. Consent Calendar Approval of Consent Agenda. Motion by Trustee Jones, seconded by Trustee Buoni. Approved – Trustee Buoni, Trustee Robertson, Trustee Jones, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 1.  
By this action the Board:
  - A. Approve minutes of Regular Meeting of February 13, 2024.
  - B. Approved February End of Month Payroll and March Mid Month Payroll.
  - C. Approved B-Warrants #10, #11.
3. Hearing of Staff and/or Citizens Sergio Rodriguez thanked the board for bringing back field trips.
4. Discussion or Action Items
  - A. General Control
    - (1) Presentation of Board Policies #BP0410 thru BB 9323.
    - (2) Approval of Kern Coutny Plan for Providing Educational Services to Expelled Students Motion by Trustee Buoni, seconded by Trustee Jones. Approved – Trustee Buoni, Trustee Robertson, Trustee Jones, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 1.
  - B. Budget and Finance
    - (1) Approval of Second Interim Report and Authorization to Make Budget Adjustments Required to Implement the Report. Motion by Trustee Jones, seconded by Trustee Buoni. Approved – Trustee Buoni, Trustee Robertson, Trustee Jones, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 1.
    - (2) Approval of Quote from Class Leasing for \$907,230.00. Motion by Trustee Jones, seconded by Trustee Buoni. Approved - Trustee Buoni, Trustee Robertson, Trustee Jones, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 1.

- (3) Approval of Proposal from Ordiz Melby Architects for Cafeteria Expansion at Lakeside School. Motion by Trustee Buoni, seconded by Trustee Jones. Approved - Trustee Buoni, Trustee Robertson, Trustee Jones, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 1.
- (4) Discussion and Possible Action on the Bid Proposals on the Infinity E-Rate Project for Lakeside Union School District Structured Cabeling. Motion by Trustee Buoni, seconded by Trustee Jones. Approved - Trustee Buoni, Trustee Robertson, Trustee Jones, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 1.
- (5) Approval of the 2024-2025 Home to School Transportation Plan. Motion by Trustee Buoni, seconded by Trustee Jones. Approved - Trustee Buoni, Trustee Robertson, Trustee Jones, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 1.
- (6) Adjourn to Public Hearing for Discussion Regarding School Facilities Fees.
- (7) Close Public Hearing.
- (8) Approval of Resolution #03122024 – Levying School Facility Fees. Motion by Trustee Buoni, seconded by Trustee Jones. Approved - Trustee Buoni, Trustee Robertson, Trustee Jones, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 1.
- (9) Approval of Agreement between Linger, Peterson & Shrum, Certified Public Accountants and Lakeside Union School District to Provide Audit for Fiscal Years Ending June 30, 3024, 2025, and 2026. Motion by Trustee Jones, seconded by Trustee Buoni. Approved - Trustee Buoni, Trustee Robertson, Trustee Jones, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 1.
- (10) Discussion and Possible Action for Demo of North Yard Restrooms at Lakeside. Motion by Trustee Jones to use MD Concrete Cutting & Demolition, seconded by Trustee Buoni. Approved - Trustee Buoni, Trustee Robertson, Trustee Jones, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 1.
- (11) Discussion and Possible Action for DSA Project Inspection Services for Portable Classrooms at Lakeside. Motion by Trustee Jones to use Construction Inspection Services, seconded by Trustee Buoni. Approved - Trustee Buoni, Trustee Robertson, Trustee Jones, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 1.

C. Personnel

- (1) Approval to Hire Michael Springstead, 8 Hour Maintenance I for the District. Motion by Trustee Buoni, seconded by Trustee Robertson. Approved - Trustee Buoni, Trustee Robertson, Trustee Jones, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 1.
- (2) Approval to Hire Marysol Garcia, 5.5 Hour Instructional Aide at Suburu. Motion by Trustee Robertson, seconded by Trustee Jones. Approved - Trustee Buoni, Trustee Robertson, Trustee Jones, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 1.
- (3) Approval to hire Janette Pulido, 7 Hour Utility Worker/Custodian at Suburu. Motion by Trustee Robertson, seconded by Trustee Buoni. Approved – Trustee Buoni, Trustee Robertson, Trustee Jones, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 1.

- (4) Approval to Hire Jordan Hernandez, 6 Hour Instructional Aide at Lakeside. Motion by Trustee Jones, seconded by Trustee Buoni. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 1.
- (5) Approval to Ana Villareal on a Short Term Staff Permit (STSP), SDC Preschool Teacher at Subur. Motion by Trustee Buoni, seconded by Trustee Jones. Approved - Trustee Buoni, Trustee Robertson, Trustee Jones, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 1.
- (6) Approval to Hire Skye Patwell, Multiple Subject Teacher at Suburu. Motion by Trustee Jones, seconded by Trustee Robertson. Approved - Trustee Buoni, Trustee Robertson, Trustee Jones, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 1.
- (7) Approval to Hire Mikayla Reyna, Multiple Subject Teacher at Suburu. Motion by Trustee Jones, seconded by Trustee Buoni. Approved - Trustee Buoni, Trustee Robertson, Trustee Jones, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 1.
- (8) Approval to Hire Amyra Hamdoun, Multiple Subject Teacher at Suburu. Motion by Trustee Buoni, seconded by Trustee Jones. Approved - Trustee Buoni, Trustee Robertson, Trustee Jones, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 1.
- (9) Approval to hire Brooke Loftis on a Provisional Internship Permit (PIP), Special Education Teacher at Suburu. Motion by Trustee Jones, seconded by Trustee Robertson. Approved - Trustee Buoni, Trustee Robertson, Trustee Jones, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 1.
- (10) Approval to Hire Elizabeth Tudor, Multiple Subject Teacher at Lakeside. Motion by Trustee Robertson, seconded by Trustee Buoni. Approved - Trustee Buoni, Trustee Robertson, Trustee Jones, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 1.
- (11) Approval to Hire Kristan Dinkins, Multiple Subject Teacher at Lakeside. Motion by Trustee Buoni, seconded by Trustee Jones. Approved - Trustee Buoni, Trustee Robertson, Trustee Jones, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 1.

5. Closed Session. 6:50 pm

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

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

6. Open Session 7:17 pm

7. Report of Closes Session None.

8. Reports and Correspondence

A.	Enrollment	Lakeside 855	Suburu 751	Total 1606
B.	Correspondence			
C.	CSEA – None			

D. CTA – Joseph Andreotti shared an update on a data survey that was provided to the board at the February board meeting. He is still concerned about having a competitive salary schedule and hopes that the board will come to an agreement because Lakeside has great students and staff and would hate to see the staff leave. Mr. Andreotti feels that the school sites need a more supportive atmosphere.

E. Board Members Reports – None

F. Superintendent Report – Mr. Elcano shared that student Nehemiah Bo, 5<sup>th</sup> grader at Suburu School won 1<sup>st</sup> place in his category at the KCSOS Science Fair.

9. Items Not on The Agenda

10. Advance Planning

A. Future Meeting Dates

(1) Regular Board Meeting at Lakeside School Auditorium at 6:30 p.m. on April 9, 2024.

11. Adjournment Motion by Trustee Buoni, seconded by Trustee Jones. Approved – Trustee Buoni, Trustee Robertson, Trustee Jones, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 1.

The meeting was adjourned at 7:23 p.m.

\_\_\_\_\_  
Secretary to the Board

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APY250 L.00.06

KERN COUNTY SUPERINTENDENT OF SCHOOLS  
COMMERCIAL WARRANT REGISTER  
FOR WARRANTS DATED 03/20/2024

03/20/24 PAGE 1

DISTRICT: 040 LAKESIDE UNION SCHOOL DISTRICT  
BATCH: 0012 PAYMENTS  
FUND : 01 GENERAL FUND

WARRANT	VENDOR/ADDR	REQ#	REFERENCE	LN	FD-RESC-Y-OBJT	SO-GOAL-FUNC-STE-T2-TY3-TYP4	ABA NUM	ACCOUNT NUM	DESCRIPTION	AMOUNT
45000751	201800/		AT&T ETHERNET							
			PV-240414		01-0000-0-5900	00-0000-7200-000-00-000-0000			ETHERNET	982.50
										\$982.50
45000752	002538/		BRADY INDUSTRIES							
			PV-240415		01-8150-0-4300	00-0000-8100-000-00-000-0000			8673618 - CLEANING SUPPLIES	190.50
					01-8150-0-4300	00-0000-8100-000-00-000-0000			8705149 - CLEANING SUPPLIES	121.54
					01-8150-0-4300	00-0000-8100-000-00-000-0000			8708445 - CLEANING SUPPLIES	286.55
					01-8150-0-4300	00-0000-8100-000-00-000-0000			8705148 - CLEANING SUPPLIES	396.84
					01-8150-0-4300	00-0000-8100-000-00-000-0000			8686736 - CLEANING SUPPLIES	182.43
					01-8150-0-4300	00-0000-8100-000-00-000-0000			8682823 - CLEANING SUPPLIES	111.47
					01-8150-0-4300	00-0000-8100-000-00-000-0000			8682822 - CLEANING SUPPLIES	25.76
					01-8150-0-4300	00-0000-8100-000-00-000-0000			8679099 - CLEANING SUPPLIES	2,551.28
										\$3,866.37
45000753	002557/		BRANDON'S TRANSMISSION							
			PV-240416		01-0000-0-5800	00-0000-3600-000-00-000-0000			8370 - DIAGNOS POWER LOSS	2,131.97
										\$2,131.97
45000754	002583/		BROOKE-LYNN WOODWORTH							
			PV-240418		01-6500-0-5200	00-5770-1110-002-00-000-0000			FEBRUARY MILEAGE	264.78
										\$264.78
45000755	000132/		CALIFORNIA WATER SERVICE							
			PV-240420		01-0000-0-5500	00-0000-8100-002-00-000-0000			WATER	63.04
										\$63.04
45000756	000381/		CHAMPION HARDWARE							
			PV-240421		01-8150-0-5800	00-0000-8100-001-00-000-0000			159413 - CUT KEYS	49.72
										\$49.72
90118576	002205/		CINTAS CORPORATION							
									99 EFT	
			PV-240423		01-8150-0-4300	00-0000-8100-000-00-000-0000			4186458282 - CLEANING SUPPLIES	105.44

DISTRICT: 040 LAKESIDE UNION SCHOOL DISTRICT  
BATCH: 0012 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	ACCOUNT NUM	DESCRIPTION	AMOUNT	
45000757	000385/	CITY OF BAKERSFIELD	01-8150-0-4300.00-0000-8100-000-00-000-0000			4179673625	-	CLEANING SUPPLIES	120.00	
			01-8150-0-4300.00-0000-8100-000-00-000-0000			4182474889	-	CLEANING SUPPLIES	120.82	
			01-8150-0-4300.00-0000-8100-000-00-000-0000			4179985420	-	CLEANING SUPPLIES	102.18	
			01-8150-0-4300.00-0000-8100-000-00-000-0000			4185648295	-	CLEANING SUPPLIES	105.44	
			01-8150-0-4300.00-0000-8100-000-00-000-0000			4185358405	-	CLEANING SUPPLIES	123.85	
			01-8150-0-4300.00-0000-8100-000-00-000-0000		WARRANT TOTAL	4186095069	-	CLEANING SUPPLIES	123.85	
									\$801.58	
45000758	002447/	COMPREHENSIVE DRUG TESTING	01-0000-0-5500.00-0000-8100-002-00-000-0000			TRASH/SEWER			452.67	
										\$452.67
45000759	102726/	DARRELL HOWARD	01-0000-0-5800.00-0000-3600-000-00-000-0000			54069	-	DOT DRUG TESTING	180.00	
										\$180.00
45000760	000307/	DEPARTMENT OF JUSTICE	01-0000-0-5200.00-0000-8100-000-00-000-0000			FEBRUARY MILEAGE			107.87	
										\$107.87
45000761	001104/	ELAN FINANCIAL SERVICES	01-0000-0-5800.00-0000-7200-000-00-000-0000			718884	-	FINGERPRINTS	684.00	
										\$684.00
45000762	001026/	FERGUSON ENTERPRISES	01-0000-0-4300.00-1110-1000-000-00-000-0000			CHARGERS FOR LAPTOPS			205.60	
			01-0000-0-5800.00-0000-7200-000-00-000-0000			ZOOM, ADOBE, QUICKEN			327.77	
			01-0000-0-5800.00-0000-8100-000-00-000-0000			POOL CERTIFICATION			350.00	
			01-6331-0-4300.00-1110-1000-000-00-000-0000			CCSPP SUPPLIES			884.82	
									\$1,768.19	
45000763	001026/	FERGUSON ENTERPRISES	01-8150-0-4300.00-0000-8100-000-00-000-0000			4924565-1			216.73	

KERN COUNTY SUPERINTENDENT OF SCHOOLS  
COMMERCIAL WARRANT REGISTER  
FOR WARRANTS DATED 03/20/2024

DISTRICT: 040 LAKESIDE UNION SCHOOL DISTRICT  
BATCH: 0012 PAYMENTS  
FUND : 01 GENERAL FUND

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE	IN	FD-RESC-Y-OBJT.	SO-GOAL-FUNC-STE	T2-TY3-TYP4	ABA NUM	ACCOUNT NUM	DESCRIPTION	AMOUNT
45000763	001238/	GALVAN TIRE SERVICE		01-8150-0-4300.00-0000-8100-000-00-000-00000			4915366			207.24
				01-8150-0-4300.00-0000-8100-000-00-000-00000			4924565		711.87	
				WARRANT TOTAL						\$1,135.84
			PV-240428	01-0000-0-5800.00-0000-3600-000-00-000-00000		33798 - BUS TIRES		3,714.00		
45000764	001038/	GORDON SERVICES		WARRANT TOTAL						\$3,714.00
			PV-240429	01-0000-0-5800.00-0000-2700-002-00-000-00000		5926 - CROSSING GUARD		2,276.20		
45000765	000320/	HOME DEPOT CREDIT SERVICES		WARRANT TOTAL						\$2,276.20
			PV-240430	01-8150-0-4300.00-0000-8100-000-00-000-00000		MAINT. SUPPLIES		1,665.09		
45000766	002513/	INDUSTRIAL SHOEWORKS		WARRANT TOTAL						\$1,665.09
			PV-240433	01-0000-0-4300.00-0000-8100-001-00-000-00000		I100-1382379 - CESAR LUNA		125.00		
				01-0000-0-4300.00-0000-8100-001-00-000-00000		I100-1382847 - FERNANDO SOSA		125.00		
				01-0000-0-4300.00-0000-8100-001-00-000-00000		I100-1386128 - LAVONNA GRIMES		100.00		
45000767	000049/	KERN COUNTY SCHOOL BOARDS ASSN		WARRANT TOTAL						\$350.00
			PV-240431	01-0000-0-5200.00-0000-7100-000-00-000-00000		WINTER TRUSTEE DINNER		200.00		
45000768	002272/	KERN COUNTY SCIENCE FOUNDATION		WARRANT TOTAL						\$200.00
			PV-240434	01-0000-0-5300.00-1110-1000-002-00-000-00000		62118 - SCIENCE FAIR		75.00		
45000769	000223/	LAKESHORE CURRICULUM MATERIALS		WARRANT TOTAL						\$75.00
			PV-240435	01-6500-0-4300.00-5001-1120-001-00-000-00000		300525030724 - SPED STU. SUPPL		92.41		
45000770	000589/	LINCOLN AQUATICS		WARRANT TOTAL						\$92.41
			PV-240436	01-0000-0-4300.00-0000-8100-001-00-000-00000		DE160142 - POOL CHEMICALS		469.76		



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KERN COUNTY SUPERINTENDENT OF SCHOOLS  
COMMERCIAL WARRANT REGISTER  
FOR WARRANTS DATED 03/20/2024

03/20/24 PAGE 4

DISTRICT: 040 LAKESIDE UNION SCHOOL DISTRICT  
BATCH: 0012 PAYMENTS  
FUND : 01 GENERAL FUND

WARRANT	VENDOR/ADDR	REQ#	NAME (REMIT)	LN	FD-RESC-Y-OBJT.	SO-GOAL-FUNC-STE-T2-TY3-TYP4	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	DESCRIPTION	AMOUNT
					01-0000-0-4300.00-0000-8100-001-00-000-0000			DE160143	- POOL CHEMICALS		238.69
					01-0000-0-4300.00-0000-8100-001-00-000-0000			DE160971	- POOL CHEMICALS		114.72
					01-0000-0-4300.00-0000-8100-001-00-000-0000			DE160970	- POOL CHEMICALS		49.96
					01-0000-0-4300.00-0000-8100-001-00-000-0000			DE161205	- POOL CHEMICALS		28.27
										WARRANT TOTAL	\$901.40
45000771	000660/		M&S SECURITY SERVICES								
					01-0000-0-5800.00-0000-2700-001-00-000-0000			104546	- SERVICE SMOKE DETEC.		400.00
					01-0000-0-5800.00-0000-2700-002-00-000-0000			104519	- ALARM RESPONSE SUBURU		280.00
					01-0000-0-5800.00-0000-2700-002-00-000-0000			104431	- ACCOUNT CHANGES		60.00
										WARRANT TOTAL	\$740.00
45000772	000726/		INC NCS PEARSON								
					01-6500-0-4300.00-5001-1120-001-00-000-0000			24906641	- SPED TESTING SUPP.		168.87
					01-6500-0-4300.00-5001-1120-001-00-000-0000			24980135	- SPED TESTING		170.00
										WARRANT TOTAL	\$338.87
45000773	800725/		Napa Auto & Truck Parts/Orange								
					01-8150-0-4300.00-0000-8100-000-000-0000			14420			49.73
					01-8150-0-4300.00-0000-8100-000-000-0000			14338			152.59
										WARRANT TOTAL	\$202.32
90118577	002234/		OPEN & SHUT ENTERPRISES				99 EFT				
					01-8150-0-5800.00-0000-8100-001-00-000-0000			103171	- GATE NOT OPENING		150.00
										WARRANT TOTAL	\$150.00
45000774	000463/		PITNEY BOWES - PURCHASE POWER								
					01-0000-0-5900.00-0000-7200-000-00-000-0000				POSTAGE		1,072.27
										WARRANT TOTAL	\$1,072.27
45000775	000173/		PRICE DISPOSAL INC.								
					01-8150-0-5500.00-0000-8100-000-00-000-0000			741678	- TRASH		2,407.45
										WARRANT TOTAL	\$2,407.45

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KERN COUNTY SUPERINTENDENT OF SCHOOLS  
COMMERCIAL WARRANT REGISTER  
FOR WARRANTS DATED 03/20/2024

03/20/24 PAGE 5

DISTRICT: 040 LAKESIDE UNION SCHOOL DISTRICT  
BATCH: 0012 PAYMENTS  
FUND : 01 GENERAL FUND

WARRANT	VENDOR/ADDR	REQ#	NAME (REMIT)	LN	FD-RESC-Y-OBJT.	SO-GOAL-FUNC-STE-T2-TY3-TYP4	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	DESCRIPTION	AMOUNT
45000776	002199/		READY REFRESH								
			PV-240444		01-0000-0-5800.00-1110-1000-001-00-000-0000		WARRANT TOTAL	14B0030478424		- WATER DISPENSE	417.41 \$417.41
45000777	000118/		SC SITES SERVICES LLC								
			PV-240447		01-0000-0-5800.00-0000-3600-000-000-0000		WARRANT TOTAL	11878		- RADIOS FOR NEW BUSES	1,454.96 \$1,454.96
90118578	000731/		SCHOOL NURSE SUPPLY INC.				99 EFT				
			PV-240448		01-6500-0-4300.00-5001-1120-001-00-000-0000		WARRANT TOTAL	0994036		- NOISE CANCELING H/P	184.03 \$184.03
45000778	002544/		SILVAS OIL COMPANY								
			PV-240446		01-0000-0-5800.00-0000-3600-000-000-0000		WARRANT TOTAL	576277		- DIESEL	3,002.04 \$3,002.04
45000779	002437/		STAPLES								
			PV-240449		01-0000-0-4300.00-0000-2700-001-00-000-0000			3562188440		- LAKESIDE OFFICE	46.19
					01-0000-0-4300.00-0000-2700-001-00-000-0000			3562188442		- LAKESIDE OFFICE	21.10
					01-0000-0-4300.00-0000-2700-001-00-000-0000			3562188443		- LAKESIDE OFFICE	32.28
					01-0000-0-4300.00-0000-2700-001-00-000-0000			3561241322		- LAKESIDE OFFICE	75.24
					01-0000-0-4300.00-0000-2700-001-00-000-0000			3561241323		- LAKESIDE OFFICE	487.30
					01-0000-0-4300.00-1110-1000-002-00-000-0000		WARRANT TOTAL	3562188444		- PAPER	898.26 \$1,560.37
45000780	000454/		VERIZON WIRELESS								
			PV-240452		01-0000-0-5900.00-0000-7200-000-000-0000		WARRANT TOTAL	9957156376			663.46 \$663.46
90118579	002193/		VERNON C. SORENSON MD				99 EFT				
			PV-240451		01-0000-0-5800.00-0000-3600-000-000-0000		WARRANT TOTAL	00542172		- DRUG SCREENING	15.00 \$15.00
45000781	002480/		WELLS FARGO VENDOR FINANCIAL								
			PV-240453		01-0000-0-5600.00-0000-2700-001-00-000-0000			5028832861		- COPIER LEASE	860.59

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DISTRICT: 040 LAKESIDE UNION SCHOOL DISTRICT  
BATCH: 0012 PAYMENTS  
FUND : 01 GENERAL FUND

KERN COUNTY SUPERINTENDENT OF SCHOOLS  
COMMERCIAL WARRANT REGISTER  
FOR WARRANTS DATED 03/20/2024

KERN COUNTY SUPERINTENDENT OF SCHOOLS  
COMMERCIAL WARRANT REGISTER  
FOR WARRANTS DATED 03/20/2024

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WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM
	REQ#	REFERENCE LN	FD-RESC-Y-OBJT. SO-GOAL-FUNC-STE-T2-TY3-TYP4	DESCRIPTION	AMOUNT
-----					
WARRANT TOTAL					
-----					

45000782 002356/

PV-240454

01-0000-0-4300.00-0000-3600-000-0000-0000  
WARRANT TOTAL

\*\*\* FUND \*\*\*

TOTAL NUMBER OF CHECKS:	32	TOTAL AMOUNT OF CHECKS:
TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:
TOTAL EFT GENERATED:	4	TOTAL AMOUNT OF EFT:
TOTAL PAYMENTS:	36	TOTAL AMOUNT:

2,000.00  
\$2,000.00

\$35,680.79\*  
\$1,150.61\*  
\$36,831.40\*

DISTRICT: 040 LAKESIDE UNION SCHOOL DISTRICT  
BATCH: 0012 PAYMENTS  
FUND : 13 CAFETERIA

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	
	REQ#	REFERENCE LN	FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4		DESCRIPTION	AMOUNT
45000783	001326/	TAFT CITY SCHOOL DISTRICT				
		PV-240450	13-5310-0-4700.00-0000-3700-000-00-000-0000	980	SUBURU BREAK/LUNCH	41,681.40
			13-5310-0-4700.00-0000-3700-001-00-000-0000	979	LAKESIDE BREAK/LUNCH	55,659.75
		WARRANT TOTAL				\$97,341.15
*** FUND	TOTALS ***	TOTAL NUMBER OF CHECKS:		1	TOTAL AMOUNT OF CHECKS:	\$97,341.15*
		TOTAL ACH GENERATED:		0	TOTAL AMOUNT OF ACH:	\$.00*
		TOTAL EFT GENERATED:		0	TOTAL AMOUNT OF EFT:	\$.00*
		TOTAL PAYMENTS:		1	TOTAL AMOUNT:	\$97,341.15*

APY250 L.00.06

KERN COUNTY SUPERINTENDENT OF SCHOOLS  
COMMERCIAL WARRANT REGISTER  
FOR WARRANTS DATED 03/20/2024

03/20/24 PAGE 8

DISTRICT: 040 LAKESIDE UNION SCHOOL DISTRICT  
BATCH: 0012 PAYMENTS  
FUND : 21 BUILDING FUND - BOND PROCEEDS

WARRANT VENDOR/ADDR NAME (REMIT) DEPOSIT TYPE ABA NUM ACCOUNT NUM  
REQ# REFERENCE LN FD-RESC-Y-OBJT. SO-GOAL-FUNC-STE-T2-TY3-TYP4 DESCRIPTION AMOUNT  
-----  
45000784 001836/ ADVANCE COMMUNICATIONS

PV-240432	21-0000-0-5800.00-0000-8100-001-00-000-0000	28316	2,177.05
	21-0000-0-5800.00-0000-8100-001-00-000-0000	28317	3,380.29
	WARRANT TOTAL		\$5,557.34

45000785 000906/ SERBAN SOUND & COMMUNICATIONS

PV-240445	21-0000-0-5800.00-0000-8100-001-00-000-0000	2013 - VAPE SENSORS	4,156.64
	WARRANT TOTAL		\$4,156.64

*** FUND	TOTALS ***	TOTAL NUMBER OF CHECKS:	2	TOTAL AMOUNT OF CHECKS:	\$9,713.98*
		TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$ .00*
		TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$ .00*
		TOTAL PAYMENTS:	2	TOTAL AMOUNT:	\$9,713.98*

DISTRICT: 040 LAKESIDE UNION SCHOOL DISTRICT

BATCH: 0012 PAYMENTS

FUND : 25 CAPITAL FACILITIES FUND

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE LN	DEPOSIT TYPE FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT
45000786	002584/	BURTCH CONTRUCTION				
		PV-240417	25-0000-0-5800.00-0000-8500-001-00-000-0000		TEMPORARY FENCE	2,500.00
			25-0000-0-5800.00-0000-8500-001-00-000-0000		24-009*01 - DIRTWORK	25,590.00
					WARRANT TOTAL	\$28,090.00
45000787	002487/	ORDIZ-MELBY				
		PV-240439	25-0000-0-5800.00-0000-8500-001-00-000-0000		8122 - LUSD MASTER PLAN	6,305.00
			25-0000-0-5800.00-0000-8500-001-00-000-0000		8123 - MUSIC & HEALTH ROOM	13,157.50
			25-0000-0-5800.00-0000-8500-001-00-000-0000		8124 - TK/KINDER PORTABLE	9,537.50
					WARRANT TOTAL	\$29,000.00
*** FUND	TOTALS ***		TOTAL NUMBER OF CHECKS:	2	TOTAL AMOUNT OF CHECKS:	\$57,090.00*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$ .00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$ .00*
			TOTAL PAYMENTS:	2	TOTAL AMOUNT:	\$57,090.00*
*** BATCH TOTALS ***			TOTAL NUMBER OF CHECKS:	37	TOTAL AMOUNT OF CHECKS:	\$199,825.92*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$ .00*
			TOTAL EFT GENERATED:	4	TOTAL AMOUNT OF EFT:	\$1,150.61*
			TOTAL PAYMENTS:	41	TOTAL AMOUNT:	\$200,976.53*
*** DISTRICT TOTALS ***			TOTAL NUMBER OF CHECKS:	37	TOTAL AMOUNT OF CHECKS:	\$199,825.92*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$ .00*
			TOTAL EFT GENERATED:	4	TOTAL AMOUNT OF EFT:	\$1,150.61*
			TOTAL PAYMENTS:	41	TOTAL AMOUNT:	\$200,976.53*

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

District: Lakeside Union School District

Person completing this form: Kimberly Scogin

Title: Business Manager

Quarterly Report Submission Date:  
(check one)

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

Date for information to be reported publicly at governing board meeting: April 9, 2024

Please check the box that applies:

- ☒ No complaints were filed with any school in the district during the quarter indicated above
- ☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

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

**Ty Bryson**

Print Name of District Superintendent

\_\_\_\_\_  
Signature of District Superintendent

**LAKESIDE UNION SCHOOL DISTRICT  
2024-2025 Student Attendance Calendar**

Approved **TBD**

Sch. Days	School Month	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	
22	Aug.	19	20	21	<b>22</b>	23	26	27	28	29	30	Sep-2 H	3	4	5	6	9	10	11	12	13	Aug. 1 School Offices Open
20	Aug./Sept.	16	17	18	<b>M</b>	20	23	24	25	26	27	30	Oct-1	2	3	4	7	8	9	10	11	Aug. 8-9 New Staff Meeting Days
19	Sept./Oct.	14	15	16	17	18	<b>21</b>	<b>22</b>	<b>23</b>	<b>24</b>	<b>25</b>	28	29	30	31	Nov-1 ID	4	5	6	7	8	Aug. 12-13 All Staff Meeting Days
14	Oct./Nov.	<b>11</b>	12	13	14	15	18	19	20	21	22	<b>25</b>	<b>26</b>	<b>27</b>	<b>28</b>	<b>29</b>	Dec-2	3	4	5	6	<b>Aug. 14 First Day of School</b>
10	Nov./Dec.	9	10	11	12	13	16	17	18	19	20	<b>23</b>	<b>24</b>	<b>25</b>	<b>26</b>	<b>27</b>	<b>30</b>	<b>31</b>	Jan-1	2	3	Aug. 22 Lakeside Back to School Night
19	Dec./Jan.	6	7	8	9	10	13	14	15	16	17	<b>20</b>	<b>21</b>	<b>22</b>	<b>23</b>	<b>24</b>	<b>H</b>	<b>H</b>	<b>H</b>	<b>H</b>	<b>H</b>	Aug. 29 Suburu Back to School Night
18	January	Feb-3	4	5	6	7	<b>10</b>	11	12	13	14	<b>17</b>	18	19	20	21	24	25	26	27	28	Sept. 2 Labor Day
20	February	Mar-3	4	5	6	7	10	11	12	13	14	17	18	19	<b>20</b>	<b>21</b>	24	25	26	27	28	Oct. 21-25 District Parent Conf.
14	March	31	Apr-1	2	3	4	7	8	9	10	11	<b>14</b>	<b>15</b>	<b>16</b>	<b>17</b>	<b>18</b>	<b>21</b>	22	23	24	25	Nov. 1 Non-Student Inservice Day
20	Mar./April	28	29	30	May-1	2	5	6	7	<b>8</b>	9	12	13	14	<b>15</b>	16	19	20	21	22	23	Nov. 11 Veterans' Day Observed
4	April/May	<b>26</b>	27	28	29	<b>30</b>	Jun-2	3	4	5	6											Nov. 25-29 Thanksgiving Holiday
	May/June	<b>H</b>				<b>M</b>																Dec. 23-Jan. 3 Winter Break

**H** = Holiday

**M** = Minimum Day

**ID** = Non-Student Inservice Day

Progress Reports

Sept. 13

Nov. 15

Feb. 7

April 25

End of Quarters

1st: Oct. 11 (42 days)

2nd: Dec. 20 (43 days/85 total days)

3rd: March 14 (47 days/132 total days)

4th: May 30 (48 days/180 total days)

\*(Graduation subject to change)

May 30 Last Day of School, 12 p.m. dismissal

June 2 - June 6 In case of previous closure

**State Testing - Dates to be determined**

**\*All dates are subject to change\***



# School Plan for Student Achievement (SPSA) Template

Instructions and requirements for completing the SPSA template may be found in the SPSA Template Instructions.

School Name	County-District-School (CDS) Code	Schoolsite Council (SSC) Approval Date	Local Board Approval Date
Donald E. Suburu School	15635526115042	March 2024	5/14/24

## Purpose and Description

Briefly describe the purpose of this plan (Select from Schoolwide Program, Comprehensive Support and Improvement, Targeted Support and Improvement, or Additional Targeted Support and Improvement)

Schoolwide Program

Additional Targeted Support and Improvement

Students with disabilities and the Asian student group are facing significant challenges, with students with disabilities consistently performing at the lowest levels in ELA, Math, and chronic absenteeism. Additionally, the Asian student group struggles with chronic absenteeism and suspension rates. Targeted interventions and support services are essential to address these issues and promote equitable outcomes for all students.

Briefly describe the school’s plan for effectively meeting the ESSA requirements in alignment with the Local Control and Accountability Plan and other federal, state, and local programs.

Donald E. Suburu School's actions/services are determined by needs assessments and data analysis targeted at low performance needs. Our educational partners include parents, students, community members, and staff members who review data and help develop actions/services to address those needs. Our School Site Council Teams & our English Learner Advisory Committee, in addition to our District English Learner Advisory Committee provide valuable input for our underserved student groups.

Once a need is identified, qualifying funding is assigned to support our LCAP's actions/services. Federal funding is placed alongside state funding to enhance various actions/services using our LCAP and our Consolidated Application. Our district will leverage federal funds by coordinating grant spending to support LCAP actions/services that drive performance and improve outcomes for all students, especially our underserved student groups. Following is a framework for coordinated spending, with actions/services funded by state and local funds, aligned with federal funded programs.

Step 1 – Assess Needs & Identify Priorities

- Identify barriers to increase student achievement, and implement actions/services to address those specific student needs.
- Prioritize needs
- Identify and include all stakeholders who should be involved in the decision-making process (academic staff, teachers, parents, etc.)

#### Step 2 – Identify Components and Costs of LCAP Actions/Services

- Utilize federal dollars to enhance actions/services.

#### Step 3 – Identify Federal Grants

- Determine which federal dollars can enhance LCAP actions/services. Federal requirements will be reviewed when determining if a specific federal grant can support a specific cost.

#### Step 4 – Determine if Costs are Necessary & Reasonable

- Any cost charged to federal programs must be necessary for the performance or administration of the program. The cost must also be reasonable in light of the amount of money being spent and the needs of our students.

#### Step 5 – Verify Consistency with LCAP

- Our School Site Council and District will review our SPSA, LCAP and LCAP Addendum to ensure alignment and to identify any areas where duplication may exist.

# Comprehensive Needs Assessment Components

## Data Analysis

Please refer to the School and Student Performance Data section where an analysis is provided.

## Surveys

This section provides a description of surveys (i.e., Student, Parent, Teacher) used during the school-year, and a summary of results from the survey(s).

Each year our School Site Council revises the family, staff and student survey and the school then distributes to all. The 2024 survey data reveals varying perceptions among families, staff, and students regarding academic support, emotional mental health resources, engagement opportunities, and physical conditions within the school environment. While 53% of families express concerns about students' academic support avenues and 26% highlight a need for mental health resources, 50% are actively engaged in volunteering efforts. However, only 38% of staff members believe the buildings are well maintained, suggesting discrepancies in perceptions between families and staff. Additionally, while 60% of families perceive the buildings and textbooks positively, only 34% of students believe the buildings are well cared for. Furthermore, 48% of staff members express a desire for more assistance in family engagement. Lastly, 51% of students report positive peer interactions, yet 34% feel the school environment lacks cleanliness and maintenance. Addressing these disparities and concerns is crucial for fostering a supportive and conducive learning environment for all educational partners.

### Actions Based on Data Analysis:

- **Implement Academic Support Systems:** Establish clear channels for students to seek academic assistance by providing accessible resources and guidance, addressing the 53% of families who feel unsure where to go when their children struggle academically.
- **Enhance Mental Health Resources:** Develop and promote mental health support services within the school community to address the 26% of families concerned about the availability of emotional and mental health resources for students.
- **Strengthen Family Engagement Strategies:** Increase efforts to engage families by offering workshops, events, and regular communication channels to address the 48% of staff members seeking more assistance in family engagement.
- **Prioritize Building Maintenance:** Allocate resources to improve building maintenance based on feedback, ensuring that perceptions align with reality, particularly since only 38% of staff and 34% of students perceive the buildings positively.
- **Review Textbook Conditions:** Conduct a thorough review of textbook conditions and implement measures to ensure textbooks are well maintained, addressing the concerns of the 60% of families who believe textbooks are in good condition.
- **Foster Positive Peer Interactions:** Implement initiatives to promote positive peer relationships and a supportive school environment, addressing the 51% of students who feel that their peers treat each other well.
- **Conduct Environmental Cleanliness Assessments:** Regularly assess and address environmental cleanliness concerns to improve perceptions among students, considering the 34% who believe the buildings lack cleanliness and maintenance.
- **Monitor Student Progress:** Implement measures to support students struggling in reading and writing, as indicated by the data highlighting student struggles in March.

By addressing these actions, the school can work towards fostering a supportive, engaging, and conducive learning environment for all educational partners.

## Classroom Observations

This section provides a description of types and frequency of classroom observations conducted during the school-year and a summary of findings.

Informal classroom observations made by the principal and vice principal occur on a regular basis in the form of "walk-throughs." During a walk-through, teachers continue to teach students without interruption to the lesson. Walk-throughs give the site administrators a snap shot of what is happening in each of the classrooms. Teachers are asked to post the learning objective(s)/essential question they expect the students to learn in kid friendly terms, and review with them their expectations of the lesson outcome prior to and at the conclusion of instruction. Adhering to Common Core State Standards, student engagement, lesson rigor, classroom management, and the use of technology to enhance instruction, are just a few items the principal and vice principal are looking for in each classroom during walk-throughs. A formal evaluation of teachers is completed by the administrators after two informal observations of complete lessons. These formal observations and evaluations are scheduled as determined by Lakeside Union School District Teacher Association Contract.

Our teachers work as a team and collaborate in Professional Learning Communities once a week on student Early Out Days, and plan instruction for the upcoming week. It is not uncommon for the administrators to observe the same lesson taught during the same period, on the same day, in several classrooms.

## Analysis of Current Instructional Program

The following statements are derived from the Elementary and Secondary Education Act (ESEA) of 1965 and Essential Program Components (EPCs). In conjunction with the needs assessments, these categories may be used to discuss and develop critical findings that characterize current instructional practice for numerically significant subgroups as well as individual students who are:

- Not meeting performance goals
- Meeting performance goals
- Exceeding performance goals

Discussion of each of these statements should result in succinct and focused findings based on verifiable facts. Avoid vague or general descriptions. Each successive school plan should examine the status of these findings and note progress made. Special consideration should be given to any practices, policies, or procedures found to be noncompliant through ongoing monitoring of categorical programs.

## Standards, Assessment, and Accountability

Use of state and local assessments to modify instruction and improve student achievement (ESEA)

The California Assessment of Student Performance and Progress (CAASPP), state assessment program is based on the Common Core State Standards (CCSS), and administered through computer adaptive assessments designed by the Smarter Balanced Assessment Consortium (SBAC). All state assessments were computer based.

The LUSD is currently using the results of the CAASPP, locally developed benchmarks, common formative assessments, DIBELS and Lexile results to measure student progress toward proficiency.

Grade level teachers meet in Professional Learning Communities and review student data weekly in the form of Quarterly Benchmark exams, Common Formative Assessments, Unit and Chapter Tests, Quarterly Accelerated Reader STAR comprehension tests, Dynamic Indicators of Basic Early Learning Skills (DIBELS) and/or observation. Instruction is modified and specific to each individual student's learning needs.

District assessments are standards-based and administered quarterly. The data is used to drive instruction. Student achievement results from assessments (i.e., entry-level placement and/or diagnostic; progress monitoring, including frequent formative and curriculum-embedded; and summative assessments) will be used to inform teachers and principals on student placement, diagnosis, progress, and effectiveness of instruction.

### Use of data to monitor student progress on curriculum-embedded assessments and modify instruction (EPC)

The nine Essential Program Components (EPCs) of the Academic Program Survey (APS) developed by the California Department of Education are designed to support the improvement of student academic performance in reading/language arts and mathematics. The nine components have been identified in research studies as key factors for school improvement and for the functioning of schools that are 'beating the odds' by demonstrating success with challenging student populations. The foundation of this SPSA is based on the EPCs of the APS.

The use of continuous regular data drives the daily instruction for all teachers at Suburu School. Teachers meet formally to discuss student progress of each student in their grade level each week and plan instruction to meet each student's educational need. Through Response to Intervention, teachers group students by the attainment of the standard they were expected to master and provide them with the proper instruction. Intervention and enrichment are purposefully taught depending on the specific needs of our students. There are four questions that are asked about each standards based lesson.

1. What do we want our students to learn and be able to do?
2. How will we know when each student has learned it?
3. What will we do if the child doesn't learn it?
4. What will we do once they have learned it?

RtI provides our students with 165 minutes of protected instruction each week.

## Staffing and Professional Development

### Status of meeting requirements for highly qualified staff (ESEA)

The school/district makes every effort to staff all classrooms with fully credentialed, highly qualified teachers, per the requirements of the Elementary and Secondary Education Act (ESEA).

### Sufficiency of credentialed teachers and teacher professional development (e.g., access to instructional materials training on SBE-adopted instructional materials) (EPC)

Suburu School teachers have attended professional development in their credential area. The District participates fully in the Kern County Teacher Induction Program, to have preliminary credentialed teachers acquire their clear credential. Our district provides an Intern Coach for all teacher Interns to provide additional professional support.

### Alignment of staff development to content standards, assessed student performance, and professional needs (ESEA)

With guidance from the District Leadership Team, all on-site and off-site staff development opportunities are directly linked to enhancing student achievement. A District Staff Development Committee comprised of two fully credentialed teachers, a principal, and the District Superintendent or designee serve as professional development oversight. Members meet on an as needed basis to discuss best practices for instruction and to ensure professional development opportunities are research-based.

The following Staff Development was provided to teachers last school year or will be provided this school year:

- Google Classroom
- Positive Behavior Intervention System (PBIS)
- Aeries
- Amplify: Reading
- STAR: Early Literacy, Reading and Math
- IlluminateEd
- ELD: Designated and Integrated

### Ongoing instructional assistance and support for teachers (e.g., use of content experts and instructional coaches) (EPC)

The school/district fully implements instructional assistance and ongoing support to all teachers, including outside support. Some possible options include: trained coaches, content experts, and specialists who are knowledgeable about the Common Core, and work inside the classrooms to support teachers to deepen their knowledge about the content and the delivery of instruction. Additionally, teachers may attain assistance on instructional practice through the Professional Learning Community on our campus.

Teacher collaboration by grade level (kindergarten through grade eight [K–8]) and department (grades nine through twelve) (EPC)

The school/district facilitates and fully implements structured PLC collaboration weekly meetings in order for teachers to analyze, discuss, and utilize the results of the school/district assessment system to guide student placement, instructional planning and delivery, and progress monitoring.

Teachers meet in Professional Learning Communities to review how successful they were in teaching each specific standard, and how successful each individual student was in mastering the standard(s) taught. Teachers design enrichment lessons for students who mastered the standards taught and design lessons for those students who did not master the standards. Those students who almost mastered the standard(s) will receive additional time and instruction. Students who did not master the standard(s), and as evidence shows through assessment, did not come close to attaining the material, will receive intensive intervention.

## Teaching and Learning

Alignment of curriculum, instruction, and materials to content and performance standards (ESEA)

The District utilizes Board approved instructional materials that are aligned to our standards, and have been approved by the California Dept. of Education (CDE). SBE approved publishers that are currently adopted and implemented by the Lakeside Union School District are used as a resource along with supplementary materials to teach the Common Core State Standards. Lessons taught are specifically aligned with the new Common Core State Standards. The following is our board approved adopted curriculum:

Reading Language Arts/English Language Development  
K-5 Benchmark Advanced

Math  
K-5 McGraw Hill-My Math

History-Social Science  
K-5 Studies Weekly

Science  
K-5 Savvas-Elevate

Adherence to recommended instructional minutes for reading/language arts and mathematics (K–8) (EPC)

The school/district complies with and monitors daily implementation of instructional time for the current SBE-adopted, standards-based, basic core programs for RLA/ELD and Mathematics. This time is given priority and protected from interruptions.

Lesson pacing schedule (K–8) and master schedule flexibility for sufficient numbers of intervention courses (EPC)

The school/district prepares, distributes, and monitors the use of an annual district instructional/assessment pacing guide documented to be in use for each grade level (transitional kindergarten through grade eight) for the SBE-adopted (CCSS) RLA/ELD and Mathematics, in order for all teachers to follow a common sequence of instruction and assessment. Through the Professional Learning Communities, teachers monitor and assess student mastery of the Common Core State Standards and adjust the lesson pacing accordingly.

Availability of standards-based instructional materials appropriate to all student groups (ESEA)

The school/district ensures sufficiency of textbooks for all core subjects. Core subjects are implemented as designed and documented to be in regular use in every classroom with materials for every student.



Use of SBE-adopted and standards-aligned instructional materials, including intervention materials, and for high school students, access to standards-aligned core courses (EPC)

The school/district fully implements the current State Board of Education (SBE)-adopted, CCSS standards-based, basic core instructional programs and materials, including ancillary materials for universal access. These materials are used to deliver the instruction driven by our CCSS.

Scientifically based methods and strategies are used in RtI to strengthen the core and deliver an instructional program that provides extended learning, minimizing the time students are out of the regular classroom during first good instruction.

## Opportunity and Equal Educational Access

Services provided by the regular program that enable underperforming students to meet standards (ESEA)

Grade level and Data Team Professional Learning Communities (PLCs) work together to address the needs of all under performing students to meet standards. The school implements a strategic targeted intervention program for all grade levels.

Evidence-based educational practices to raise student achievement

The school/district fully implements research-based instructional strategies for student improvement. Strategies include:

Use Essential Program Components faithfully (EPC's)

- a. Professional Learning Communities
- b. Frequent Common Formative Assessments (CFA)
- c. Analyzing data from CAASPP results, CFA's, Benchmarks, DIBELS, and other assessments
- d. Use Research Based Teaching Strategies: ELD, Thinking Maps, etc.
- e. Increasing DOK levels with lessons
- f. Using Student Engagement Strategies
- g. Standards based instruction
- i. AR Program

## Parental Engagement

Resources available from family, school, district, and community to assist under-achieving students (ESEA)

The school/district disseminates County Office of Education (COE) and community information that provides opportunities to parents to assist under-achieving students. The district/school solicits and promotes Local Control Accountability Plan (LCAP) development with all educational partners. Available resources include:

- a. Aeries Grade Book with Parent and Student Portal
- b. School/District websites with student and parent resources
- c. School voice mail for teachers to post homework and receive messages from parents
- d. Teacher email
- e. Parent Square to post messages to parents

Involvement of parents, community representatives, classroom teachers, other school personnel, and students in secondary schools, in the planning, implementation, and evaluation of ConApp programs (5 California Code of Regulations 3932)

Suburu School solicits and promotes involvement with all educational partners through the School Site Council, ELAC, and other advisory committees, and has a formal Parent Involvement Policy which has been approved by the School Site Council. The district/school solicits and promotes the Local Control Accountability Plan (LCAP) development with all educational partners. A district Parent as Partners Night is to assist parents in accessing the several programs which will assist them in monitoring their child's progress and provide additional resources for them. These programs include: Aeries Parent Portal, Google Classroom, ELA Benchmark Advanced, ConnectEd for Math, Accelerated Reader, School/District Websites, and strategies on how parents can assist their students at home. Parents are assisted in setting-up a home email if they don't already have one, so they may take advantage of the programs available.

## Funding

Services provided by categorical funds that enable underperforming students to meet standards (ESEA)

The LEA and SSC collaborate to develop a list of priority programs/activities focusing on student achievement. As funding becomes available, the LEA and SSC will refer to the aforementioned list to determine allocation. The District makes expenditures in accordance with the approved Consolidated Application. In June 2013 a new state funding formula was adopted by the state, known as the Local Control Funding Formula (LCFF). LCFF funding has been and will continue to be used to increase and improve core services to all students. Supplemental and concentration grants will be proportionally distributed to unduplicated English Learners and disadvantaged students to genuinely increase and improve services.

Fiscal support (EPC)

The school/district's funds are coordinated, prioritized, and allocated to align with the full implementation of the EPCs in RLA/ELD and Mathematics, and the Single Plan for Student Achievement (SPSA). The District and school has created a funding plan which ensures that resources are utilized effectively in accordance with the legal intent of the program(s) to support students in accomplishing academic standards.

## **Educational Partner Involvement**

How, when, and with whom did the school consult as part of the planning process for this SPSA/Annual Review and Update?

### **Involvement Process for the SPSA and Annual Review and Update**

Our SPSA represents our school's allocation of resources towards specific actions designed to meet established goals. The goal setting process is based on the school's mission and vision. Our school goals in turn help determine the relative attention and resources that will be directed toward each of the State's eight priority areas: Conditions of Learning include: Basic Services, Implementation of State Standards and Course Access; Engagement includes: Parent Engagement, Student Engagement and School Climate; Pupil Outcomes include: Pupil Achievement and Other Pupil Outcomes. The priority areas are addressed through the actions in our SPSA, and they are monitored throughout the year by reporting progress to our educational partners, School Site Council and English Language Advisory Committee, who are consulted and provide input regarding recommendations for revisions to the plan.

The overarching goal of the SPSA is constant improvement of the educational outcomes for all students to meet the challenging academic standards, especially socioeconomically disadvantaged students, students from major racial and ethnic groups, student with disabilities, and English learners.

Along with the district, the current three year SPSA continues to be organized under three goal areas:

**GOAL 1** - To ensure that every student receives high-quality instruction tailored to their individual needs, fostering academic excellence and maximizing achievement across all grade levels and subject areas.

**GOAL 2** - To strengthen parent involvement, enhance student engagement, and cultivate a positive school climate in order to increase student attendance and reduce suspension rates, thereby promoting a safe and supportive learning environment for all students.

**GOAL 3** - To improve the conditions of learning by recruiting and retaining qualified teachers, implementing standards-aligned curriculum, providing targeted support for English Learners (ELs), and offering a comprehensive and diverse course of study that meets the needs of all students.



## Resource Inequities

Briefly identify and describe any resource inequities identified as a result of the required needs assessment, as applicable.

# School and Student Performance Data

## Student Enrollment Enrollment By Student Group

Student Enrollment by Subgroup						
Student Group	Percent of Enrollment			Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23
American Indian	0.4%	%	0.49%	3		4
African American	5.9%	%	4.75%	49		39
Asian	6.1%	%	6.09%	51		50
Filipino	0.5%	%	1.1%	4		9
Hispanic/Latino	64.1%	%	66.5%	532		546
Pacific Islander	0.1%	%	0.12%	1		1
White	15.7%	%	12.79%	130		105
Multiple/No Response	3.4%	%	4.75%	28		39
Total Enrollment				830		821

## Student Enrollment Enrollment By Grade Level

Student Enrollment by Grade Level			
Grade	Number of Students		
	20-21	21-22	22-23
Kindergarten	161		162
Grade 1	138		128
Grade 2	130		140
Grade3	137		129
Grade 4	141		124
Grade 5	123		138
Total Enrollment	830		821

### Conclusions based on this data:

1. Based on the data, our school site enrollment continues to slightly increase.

# School and Student Performance Data

## Student Enrollment English Learner (EL) Enrollment

English Learner (EL) Enrollment						
Student Group	Number of Students			Percent of Students		
	18-19	19-20	20-21	18-19	19-20	20-21
English Learners	112	92	100	14.2%	11.3%	12.00%
Fluent English Proficient (FEP)	69	97	81	8.8%	11.9%	9.80%
Reclassified Fluent English Proficient (RFEP)	18	39	1	17.5%	34.8%	1.0%

### Conclusions based on this data:

1. Based on the provided data, there has been a decline in the percentage of English Learners (EL) from 14.2% in the 2018-2019 academic year to 12% in the 2020-2021 academic year. Conversely, the percentage of students reclassified as Fluent English Proficient (FEP) increased slightly from 8.8% in 2018-2019 to 9.8% in 2020-2021. However, the percentage of students Reclassified Fluent English Proficient (RFEP) saw a significant decrease from 17.5% in 2018-2019 to 1% in 2020-2021.

This data indicates a positive trend in the reduction of the EL population over time, likely attributed to successful English language acquisition programs and support services. However, the notable decrease in the RFEP population raises concerns and warrants further investigation to identify potential factors contributing to this decline. It is essential for educational institutions to continue providing effective English language development programs and support services to ensure the academic success and language proficiency of all students.

# School and Student Performance Data

## CAASPP Results English Language Arts/Literacy (All Students)

Overall Participation for All Students												
Grade Level	# of Students Enrolled			# of Students Tested			# of Students with			% of Enrolled Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 3	139		137	131		132	130		132	94.2		96.4
Grade 4	139		121	133		119	132		119	95.7		98.3
Grade 5	120		132	108		130	108		130	90.0		98.5
All Grades	398		390	372		381	370		381	93.5		97.7

The “% of Enrolled Students Tested” showing in this table is not the same as “Participation Rate” for federal accountability purposes.

Overall Achievement for All Students															
Grade Level	Mean Scale Score			% Standard			% Standard Met			% Standard Nearly			% Standard Not		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 3	2371.		2363.	8.46		9.09	13.85		12.88	28.46		20.45	49.23		57.58
Grade 4	2443.		2445.	15.91		10.92	24.24		25.21	23.48		31.93	36.36		31.93
Grade 5	2465.		2456.	16.67		16.15	17.59		20.00	22.22		17.69	43.52		46.15
All Grades	N/A	N/A	N/A	13.68		12.07	18.65		19.16	24.86		23.10	42.97		45.67

Reading Demonstrating understanding of literary and non-fictional texts									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 3	8.46		8.33	55.38		56.82	36.15		34.85
Grade 4	17.42		11.76	60.61		70.59	21.97		17.65
Grade 5	10.19		14.62	62.04		56.15	27.78		29.23
All Grades	12.16		11.55	59.19		60.89	28.65		27.56

Writing Producing clear and purposeful writing									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 3	5.38		7.58	44.62		40.15	50.00		52.27
Grade 4	10.61		2.52	54.55		65.55	34.85		31.93
Grade 5	16.82		12.31	42.06		48.46	41.12		39.23
All Grades	10.57		7.61	47.43		50.92	42.01		41.47

Listening Demonstrating effective communication skills									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 3	7.69		3.79	68.46		67.42	23.85		28.79
Grade 4	6.06		9.24	79.55		75.63	14.39		15.13
Grade 5	9.26		12.31	75.93		62.31	14.81		25.38
All Grades	7.57		8.40	74.59		68.24	17.84		23.36

Research/Inquiry Investigating, analyzing, and presenting information									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 3	12.31		6.82	59.23		57.58	28.46		35.61
Grade 4	12.88		6.72	70.45		77.31	16.67		15.97
Grade 5	11.11		9.23	56.48		56.15	32.41		34.62
All Grades	12.16		7.61	62.43		63.25	25.41		29.13

**Conclusions based on this data:**

1. The 2023 CAASPP ELA data reveals a concerning trend, with only 31% of students exceeding or meeting the standards in both the 2020-2021 and 2022-2023 academic years. Despite efforts to address academic performance, the results remain stagnant over the two-year period. Additionally, the slight changes in the CAASPP ELA Claims - Reading, Writing, Listening, and Research Inquiry - from 2020-2021 to 2022-2023 indicate limited progress in specific areas of English Language Arts instruction.

# School and Student Performance Data

## CAASPP Results Mathematics (All Students)

Overall Participation for All Students												
Grade Level	# of Students Enrolled			# of Students Tested			# of Students with			% of Enrolled Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 3	139		137	131		131	131		131	94.2		95.6
Grade 4	139		121	133		117	133		117	95.7		96.7
Grade 5	120		132	111		130	111		130	92.5		98.5
All Grades	398		390	375		378	375		378	94.2		96.9

\* The “% of Enrolled Students Tested” showing in this table is not the same as “Participation Rate” for federal accountability purposes.

Overall Achievement for All Students															
Grade Level	Mean Scale Score			% Standard			% Standard Met			% Standard Nearly			% Standard Not		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 3	2361.		2364.	2.29		5.34	11.45		18.32	28.24		18.32	58.02		58.02
Grade 4	2424.		2455.	4.51		9.40	16.54		21.37	35.34		38.46	43.61		30.77
Grade 5	2433.		2440.	2.70		6.15	11.71		10.00	27.03		27.69	58.56		56.15
All Grades	N/A	N/A	N/A	3.20		6.88	13.33		16.40	30.40		27.78	53.07		48.94

Concepts & Procedures Applying mathematical concepts and procedures									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 3	0.76		7.63	40.46		40.46	58.78		51.91
Grade 4	9.77		14.53	45.11		53.85	45.11		31.62
Grade 5	2.70		6.15	36.04		37.69	61.26		56.15
All Grades	4.53		9.26	40.80		43.65	54.67		47.09

Problem Solving & Modeling/Data Analysis Using appropriate tools and strategies to solve real world and mathematical problems									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 3	3.05		6.87	43.51		36.64	53.44		56.49
Grade 4	7.52		11.11	47.37		53.85	45.11		35.04
Grade 5	5.41		6.15	45.95		43.08	48.65		50.77
All Grades	5.33		7.94	45.60		44.18	49.07		47.88

Communicating Reasoning Demonstrating ability to support mathematical conclusions									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 3	4.58		6.11	64.12		61.83	31.30		32.06
Grade 4	6.77		6.84	56.39		61.54	36.84		31.62
Grade 5	3.60		3.85	56.76		63.85	39.64		32.31
All Grades	5.07		5.56	59.20		62.43	35.73		32.01

**Conclusions based on this data:**

1. The 2023 CAASPP math data illustrates a notable improvement in student performance over the two-year period, with the percentage of students exceeding or meeting standards increasing from 15% in 2020-2021 to 22% in 2022-2023. Despite this improvement, there is still a significant portion of students falling below proficiency levels.

# School and Student Performance Data

## ELPAC Results

ELPAC Summative Assessment Data Number of Students and Mean Scale Scores for All Students												
Grade Level	Overall			Oral Language			Written Language			Number of Students Tested		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
K	1421.6	1413.4	1415.3	1429.1	1418.1	1419.5	1404.0	1402.4	1405.2	19	33	39
1	1456.2	1438.4	1430.8	1478.5	1454.2	1447.7	1433.4	1422.2	1413.5	23	17	24
2	1477.1	1464.8	1468.4	1500.4	1476.6	1472.0	1453.1	1452.5	1464.4	18	22	20
3	1503.3	1478.0	1475.3	1512.1	1488.5	1479.3	1493.9	1467.1	1470.8	24	21	28
4	1519.1	1519.4	1503.4	1527.6	1518.6	1522.4	1510.1	1519.8	1483.8	12	23	17
5	*	1526.7	1540.3	*	1528.2	1549.1	*	1524.6	1531.0	7	13	14
All Grades										103	129	142

Overall Language Percentage of Students at Each Performance Level for All Students															
Grade Level	Level 4			Level 3			Level 2			Level 1			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
K	10.53	12.12	12.82	31.58	27.27	28.21	42.11	48.48	41.03	15.79	12.12	17.95	19	33	39
1	8.70	11.76	4.17	39.13	5.88	33.33	39.13	64.71	29.17	13.04	17.65	33.33	23	17	24
2	5.56	0.00	0.00	55.56	50.00	55.00	33.33	36.36	30.00	5.56	13.64	15.00	18	22	20
3	16.67	9.52	3.57	54.17	38.10	35.71	20.83	33.33	46.43	8.33	19.05	14.29	24	21	28
4	33.33	21.74	5.88	41.67	65.22	52.94	8.33	4.35	29.41	16.67	8.70	11.76	12	23	17
5	*	15.38	28.57	*	46.15	42.86	*	38.46	21.43	*	0.00	7.14	*	13	14
All Grades	14.56	11.63	8.45	44.66	38.76	38.73	29.13	37.21	35.21	11.65	12.40	17.61	103	129	142

Oral Language Percentage of Students at Each Performance Level for All Students															
Grade Level	Level 4			Level 3			Level 2			Level 1			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
K	10.53	12.12	20.51	47.37	36.36	20.51	36.84	39.39	43.59	5.26	12.12	15.38	19	33	39
1	39.13	17.65	25.00	30.43	35.29	29.17	30.43	35.29	25.00	0.00	11.76	20.83	23	17	24
2	44.44	22.73	15.00	33.33	45.45	50.00	16.67	31.82	20.00	5.56	0.00	15.00	18	22	20
3	54.17	33.33	28.57	25.00	38.10	39.29	20.83	9.52	21.43	0.00	19.05	10.71	24	21	28
4	50.00	43.48	58.82	25.00	39.13	29.41	16.67	8.70	0.00	8.33	8.70	11.76	12	23	17
5	*	30.77	57.14	*	46.15	35.71	*	23.08	0.00	*	0.00	7.14	*	13	14
All Grades	40.78	25.58	30.28	32.04	39.53	32.39	23.30	25.58	23.24	3.88	9.30	14.08	103	129	142



<b>Written Language</b> <b>Percentage of Students at Each Performance Level for All Students</b>															
Grade Level	Level 4			Level 3			Level 2			Level 1			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
<b>K</b>	10.53	9.09	10.26	21.05	15.15	25.64	47.37	63.64	43.59	21.05	12.12	20.51	19	33	39
<b>1</b>	0.00	11.76	4.17	21.74	0.00	25.00	47.83	29.41	25.00	30.43	58.82	45.83	23	17	24
<b>2</b>	0.00	0.00	0.00	27.78	36.36	30.00	38.89	13.64	55.00	33.33	50.00	15.00	18	22	20
<b>3</b>	0.00	0.00	3.57	37.50	9.52	10.71	37.50	47.62	39.29	25.00	42.86	46.43	24	21	28
<b>4</b>	8.33	4.35	0.00	33.33	47.83	11.76	25.00	30.43	47.06	33.33	17.39	41.18	12	23	17
<b>5</b>	*	7.69	14.29	*	23.08	21.43	*	53.85	42.86	*	15.38	21.43	*	13	14
<b>All Grades</b>	4.85	5.43	5.63	27.18	22.48	21.13	38.83	41.09	41.55	29.13	31.01	31.69	103	129	142

<b>Listening Domain</b> <b>Percentage of Students by Domain Performance Level for All Students</b>												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
<b>K</b>	10.53	12.12	12.82	84.21	72.73	71.79	5.26	15.15	15.38	19	33	39
<b>1</b>	30.43	29.41	37.50	65.22	64.71	37.50	4.35	5.88	25.00	23	17	24
<b>2</b>	22.22	40.91	10.00	66.67	54.55	80.00	11.11	4.55	10.00	18	22	20
<b>3</b>	37.50	52.38	17.86	58.33	28.57	60.71	4.17	19.05	21.43	24	21	28
<b>4</b>	50.00	52.17	23.53	41.67	39.13	64.71	8.33	8.70	11.76	12	23	17
<b>5</b>	*	15.38	28.57	*	84.62	57.14	*	0.00	14.29	*	13	14
<b>All Grades</b>	30.10	33.33	20.42	64.08	56.59	62.68	5.83	10.08	16.90	103	129	142

<b>Speaking Domain</b> <b>Percentage of Students by Domain Performance Level for All Students</b>												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
<b>K</b>	10.53	9.09	20.51	68.42	69.70	51.28	21.05	21.21	28.21	19	33	39
<b>1</b>	47.83	11.76	16.67	52.17	52.94	58.33	0.00	35.29	25.00	23	17	24
<b>2</b>	61.11	13.64	40.00	33.33	81.82	45.00	5.56	4.55	15.00	18	22	20
<b>3</b>	70.83	42.86	39.29	29.17	42.86	53.57	0.00	14.29	7.14	24	21	28
<b>4</b>	66.67	39.13	58.82	25.00	52.17	29.41	8.33	8.70	11.76	12	23	17
<b>5</b>	*	46.15	92.86	*	30.77	0.00	*	23.08	7.14	*	13	14
<b>All Grades</b>	52.43	24.81	38.03	40.78	58.14	44.37	6.80	17.05	17.61	103	129	142

Reading Domain Percentage of Students by Domain Performance Level for All Students												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
K	10.53	9.09	12.82	68.42	84.85	69.23	21.05	6.06	17.95	19	33	39
1	8.70	11.76	8.33	60.87	23.53	41.67	30.43	64.71	50.00	23	17	24
2	5.56	9.09	5.00	50.00	40.91	80.00	44.44	50.00	15.00	18	22	20
3	4.17	0.00	3.57	66.67	38.10	42.86	29.17	61.90	53.57	24	21	28
4	8.33	4.35	0.00	41.67	82.61	52.94	50.00	13.04	47.06	12	23	17
5	*	15.38	14.29	*	61.54	57.14	*	23.08	28.57	*	13	14
All Grades	9.71	7.75	7.75	56.31	58.91	57.75	33.98	33.33	34.51	103	129	142

Writing Domain Percentage of Students by Domain Performance Level for All Students												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
K	26.32	18.18	34.21	36.84	45.45	36.84	36.84	36.36	28.95	19	33	38
1	0.00	11.76	0.00	65.22	70.59	66.67	34.78	17.65	33.33	23	17	24
2	0.00	4.55	10.00	72.22	59.09	70.00	27.78	36.36	20.00	18	22	20
3	16.67	0.00	0.00	70.83	76.19	78.57	12.50	23.81	21.43	24	21	28
4	8.33	21.74	11.76	75.00	65.22	58.82	16.67	13.04	29.41	12	23	17
5	*	0.00	14.29	*	92.31	64.29	*	7.69	21.43	*	13	14
All Grades	10.68	10.85	13.48	64.08	64.34	60.28	25.24	24.81	26.24	103	129	141

#### Conclusions based on this data:

1. The number of students administered the 2022-2023 ELPAC summative increased significantly from 103 in 2020-2021 to 142 in 2022-2023, indicating a broader assessment of English proficiency among students. However, despite the increase in the number of students assessed, there are notable shifts in proficiency levels.

Overall, there was a decrease in students scoring at Level 4, from 14% in 2020-2021 to 8% in 2022-2023, suggesting a decline in advanced English language proficiency. Additionally, there was a slight decrease in the percentage of students at Level 3.

Of concern is the increase in the percentage of students at Level 1, which rose from 11% in 2020-2021 to 17% in 2022-2023, indicating an increase in students with limited English proficiency. Furthermore, there was an increase in students at Level 2, from 29% in 2020-2021 to 35% in 2022-2023.

These changes underscore the need for targeted interventions and support services to address the diverse needs of English learners and ensure equitable access to English language development programs. It is essential for educators to analyze the data comprehensively, identify trends, and implement evidence-based strategies to support the language acquisition and academic success of all students.

# School and Student Performance Data

## Student Population

The 2023 California School Dashboard provides parents and educators with meaningful information on school and district progress so they can participate in decisions to improve student learning.

The California School Dashboard goes beyond test scores alone to provide a more complete picture of how schools and districts are meeting the needs of all students. To help parents and educators identify strengths and areas for improvement, California reports how districts, schools (including alternative schools), and student groups are performing across state and local measures.

This section provides information about the school's student population.

2022-23 Student Population			
Total Enrollment	Socioeconomically Disadvantaged	English Learners	Foster Youth
821	70.8	15.6	1
Total Number of Students enrolled in Donald E. Suburu School.	Students who are eligible for free or reduced priced meals; or have parents/guardians who did not receive a high school diploma.	Students who are learning to communicate effectively in English, typically requiring instruction in both the English Language and in their academic courses.	Students whose well being is the responsibility of a court.

2022-23 Enrollment for All Students/Student Group		
Student Group	Total	Percentage
English Learners	128	15.6
Foster Youth	8	1
Homeless	16	1.9
Socioeconomically Disadvantaged	581	70.8
Students with Disabilities	92	11.2

Enrollment by Race/Ethnicity		
Student Group	Total	Percentage
African American	39	4.8
American Indian	4	0.5
Asian	50	6.1
Filipino	9	1.1
Hispanic	546	66.5
Two or More Races	39	4.8
Pacific Islander	1	0.1
White	105	12.8

### Conclusions based on this data:

- In the 2022-2023 academic year, a significant portion of the student population faced various challenges. Specifically, 70.8% of students were identified as Socioeconomically Disadvantaged, highlighting economic barriers

to academic success. Additionally, 15.6% of students were English Learners (ELs), indicating linguistic challenges in the learning environment. Furthermore, 11.2% of students were identified as Students with Disabilities, suggesting the presence of diverse learning needs requiring additional support and accommodations.

Moreover, the largest demographic group within the student population was Hispanic, comprising 66.5% of the total student body. This demographic composition underscores the importance of culturally responsive practices and support services to address the unique needs and experiences of Hispanic students and their families.

Overall, these demographic trends highlight the importance of equity-focused initiatives and targeted interventions to ensure all students have access to high-quality education and opportunities for academic success.

# School and Student Performance Data

## Overall Performance






The 2023 California School Dashboard provides parents and educators with meaningful information on school and district progress so they can participate in decisions to improve student learning.

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Performance on state measures, using comparable statewide data, is represented by one of five colors. The performance level (color) is not included when there are fewer than 30 students in any year. This is represented using a greyed out color dial with the words “No Performance Color.”



<b>2023 Fall Dashboard Overall Performance for All Students</b>
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Academic Performance	Academic Engagement	Conditions & Climate
<div>English Language Arts</div> <div> Orange</div>	<div>Chronic Absenteeism</div> <div> Yellow</div>	<div>Suspension Rate</div> <div> Green</div>
<div>Mathematics</div> <div> Orange</div>		
<div>English Learner Progress</div> <div> Yellow</div>		

Conclusions based on this data:

1. The 2023 California School Dashboard presents a mixed picture of student performance and school climate indicators. In English Language Arts (ELA) and Math, the performance levels are both categorized as orange, indicating that there is room for improvement in these academic areas. This suggests that efforts should be made to enhance instructional strategies and support to improve student proficiency in ELA and Math.

On a positive note, the Suspension Rate is categorized as green, suggesting that the school has relatively low suspension rates and maintains a positive disciplinary climate. However, the Chronic Absenteeism indicator is categorized as yellow, signaling that there may be some challenges in addressing student absenteeism that require attention and intervention.

Additionally, the English Learner (EL) Progress indicator is also categorized as yellow, indicating that while progress is being made, there is still room for improvement in supporting the language development and academic achievement of EL students.

Overall, while there are areas of strength, such as the Suspension Rate, there are also areas for improvement, particularly in ELA, Math, Chronic Absenteeism, and EL Progress. By addressing these areas with targeted interventions and support strategies, the school can work towards improving overall student outcomes and school climate.

# School and Student Performance Data

## Academic Performance English Language Arts

The 2023 California School Dashboard provides parents and educators with meaningful information on school and district progress so they can participate in decisions to improve student learning.

The California School Dashboard goes beyond test scores alone to provide a more complete picture of how schools and districts are meeting the needs of all students. To help parents and educators identify strengths and areas for improvement, California reports how districts, schools (including alternative schools), and student groups are performing across state and local measures.





Performance on state measures, using comparable statewide data, is represented by one of five colors. The performance level (color) is not included when there are fewer than 30 students in any year. This is represented using a greyed out color dial with the words "No Performance Color."






This section provides number of student groups in each level.

2023 Fall Dashboard English Language Arts Equity Report				
Red	Orange	Yellow	Green	Blue
1	3	1	0	0

This section provides a view of how well students are meeting grade-level standards on the English Language Arts assessment. This measure is based on student performance on either the Smarter Balanced Summative Assessment or the California Alternate Assessment, which is taken annually by students in grades 3–8 and grade 11.

2023 Fall Dashboard English Language Arts Performance for All Students/Student Group		
All Students	English Learners	Foster Youth
 Orange 43.8 points below standard Decreased -7.7 points 359 Students	 Orange 56.2 points below standard Maintained -2.2 points 76 Students	Less than 11 Students 2 Students
Homeless	Socioeconomically Disadvantaged	Students with Disabilities
Less than 11 Students 4 Students	 Orange 53.5 points below standard Maintained -0.9 points 276 Students	 Red 121.1 points below standard Decreased -4.3 points 49 Students

### 2023 Fall Dashboard English Language Arts Performance by Race/Ethnicity

African American	American Indian	Asian	Filipino
69 points below standard Decreased Significantly - 20.1 points 21 Students	Less than 11 Students 2 Students	18.1 points above standard Increased +10 points 21 Students	Less than 11 Students 5 Students
Hispanic	Two or More Races	Pacific Islander	White
 Orange 49.6 points below standard Decreased -12.7 points 247 Students	59.8 points below standard Decreased Significantly - 39.3 points 14 Students	 No Performance Color 0 Students	 Yellow 26.2 points below standard Increased Significantly +23.5 points 43 Students

This section provides additional information on distance from standard for current English learners, prior or Reclassified English learners, and English Only students in English Language Arts.

### 2023 Fall Dashboard English Language Arts Data Comparisons for English Learners

Current English Learner	Reclassified English Learners	English Only
100.8 points below standard Decreased -9.7 points 50 Students	29.6 points above standard Increased Significantly +35.4 points 26 Students	46.6 points below standard Decreased -7.4 points 259 Students

#### Conclusions based on this data:

- The 2023 California School Dashboard reveals critical areas of concern regarding English Language Arts (ELA) proficiency among student subgroups. Specifically, ELA performance is categorized as orange overall, indicating room for improvement. Moreover, within this category, student subgroups including Socioeconomically Disadvantaged (SED) and Hispanic students are also rated as orange, suggesting similar challenges in ELA proficiency among these demographics.

Of particular concern is the red categorization for Students with Disabilities (SWD), signaling significant struggles in ELA proficiency for this subgroup. This underscores the urgent need for targeted interventions and support services to address the unique learning needs of SWD students and improve their ELA skills.

Addressing these disparities in ELA proficiency among student subgroups requires comprehensive strategies that are tailored to the specific needs of each group. By implementing evidence-based interventions, providing targeted support, and fostering a culturally responsive learning environment, schools can work towards improving ELA outcomes for all students, regardless of background or ability.



# School and Student Performance Data

## Academic Performance Mathematics

The 2023 California School Dashboard provides parents and educators with meaningful information on school and district progress so they can participate in decisions to improve student learning.

The California School Dashboard goes beyond test scores alone to provide a more complete picture of how schools and districts are meeting the needs of all students. To help parents and educators identify strengths and areas for improvement, California reports how districts, schools (including alternative schools), and student groups are performing across state and local measures.





Performance on state measures, using comparable statewide data, is represented by one of five colors. The performance level (color) is not included when there are fewer than 30 students in any year. This is represented using a greyed out color dial with the words "No Performance Color."






This section provides number of student groups in each level.

2023 Fall Dashboard Mathematics Equity Report				
Red	Orange	Yellow	Green	Blue
1	2	2	0	0

This section provides a view of how well students are meeting grade-level standards on the Mathematics assessment. This measure is based on student performance either on the Smarter Balanced Summative Assessment or the California Alternate Assessment, which is taken annually by students in grades 3–8 and grade 11.

2023 Fall Dashboard Mathematics Performance for All Students/Student Group		
All Students	English Learners	Foster Youth
 Orange 60.3 points below standard Maintained +1.8 points 356 Students	 Yellow 62.5 points below standard Increased +3.5 points 76 Students	Less than 11 Students 2 Students
Homeless	Socioeconomically Disadvantaged	Students with Disabilities
Less than 11 Students 4 Students	 Orange 69.6 points below standard Maintained +2.3 points 274 Students	 Red 148.7 points below standard Decreased -11.2 points 49 Students

### 2023 Fall Dashboard Mathematics Performance by Race/Ethnicity

African American	American Indian	Asian	Filipino
102.5 points below standard Decreased Significantly -29 points 21 Students	Less than 11 Students  2 Students	18.9 points below standard Increased +7.9 points 21 Students	Less than 11 Students  5 Students
Hispanic	Two or More Races	Pacific Islander	White
 Orange 65 points below standard Maintained -1.4 points 244 Students	87.6 points below standard Decreased Significantly - 36.8 points 14 Students	 No Performance Color 0 Students	 Yellow 33.5 points below standard Increased Significantly +34 points 43 Students

This section provides additional information on distance from standard for current English learners, prior or Reclassified English learners, and English Only students in mathematics

### 2023 Fall Dashboard Mathematics Data Comparisons for English Learners

Current English Learner	Reclassified English Learners	English Only
83.9 points below standard Maintained +2.2 points 50 Students	21.3 points below standard Increased Significantly +18.6 points 26 Students	63.9 points below standard Maintained +2.3 points 256 Students

#### Conclusions based on this data:

- The 2023 California School Dashboard reflects concerning trends in math proficiency across various student subgroups. Overall, math proficiency for all students is categorized as orange, indicating areas in need of improvement. Similarly, both Socioeconomically Disadvantaged (SED) and Hispanic student subgroups are also rated as orange, suggesting similar challenges in math proficiency among these demographics.

Of particular concern is the red categorization for Students with Disabilities (SWD), indicating significant struggles in math proficiency for this subgroup. This highlights the urgent need for targeted interventions and support services to address the unique learning needs of SWD students and improve their math skills.

Addressing these disparities in math proficiency among student subgroups requires tailored strategies that consider the specific needs and challenges faced by each group. By implementing evidence-based interventions, providing targeted support, and fostering an inclusive learning environment, schools can work towards improving math outcomes for all students, regardless of background or ability.

# School and Student Performance Data

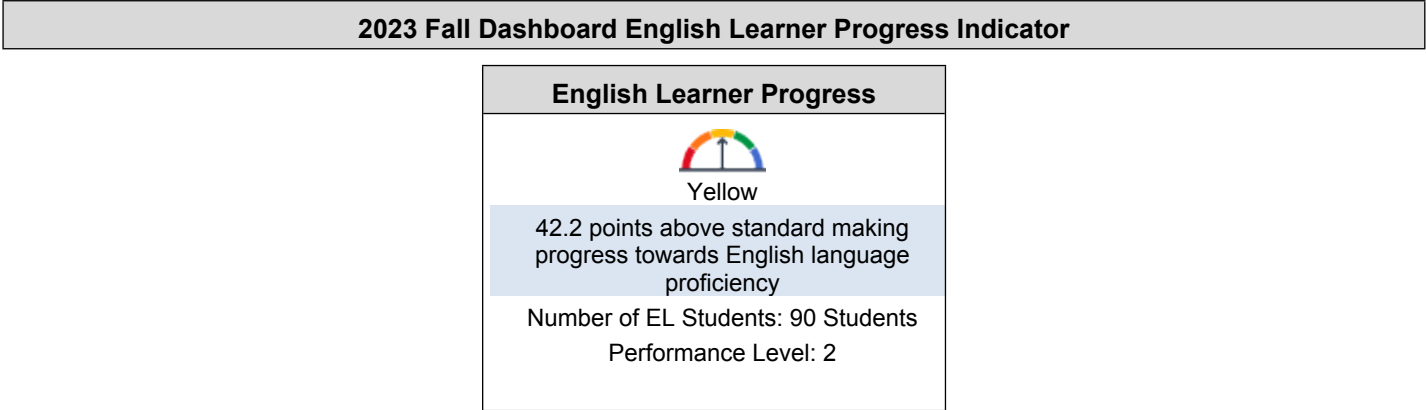
## Academic Performance English Learner Progress

The 2023 California School Dashboard provides parents and educators with meaningful information on school and district progress so they can participate in decisions to improve student learning.

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Performance on state measures, using comparable statewide data, is represented by one of five colors. The performance level (color) is not included when there are fewer than 30 students in any year. This is represented using a greyed out color dial with the words “No Performance Color.”

This section provides a view of the percentage of current EL students making progress towards English language proficiency or maintaining the highest level.



This section provides a view of the percentage of current EL students who progressed at least one ELPI level, maintained ELPI level 4, maintained lower ELPI levels (i.e, levels 1, 2L, 2H, 3L, or 3H), or decreased at least one ELPI Level.

2023 Fall Dashboard Student English Language Acquisition Results			
Decreased One ELPI Level	Maintained ELPI Level 1, 2L, 2H, 3L, or 3H	Maintained ELPI Level 4	Progressed At Least One ELPI Level
16	36	1	37

Conclusions based on this data:

1. The 2023 Fall Dashboard English Learner Progress Indicator highlights both progress and challenges in English Language Proficiency (ELP) among English Learners (ELs). Specifically, 16 ELs experienced a decrease of one ELPI level, indicating a regression in their language proficiency. Conversely, 36 ELs maintained their proficiency levels at levels 1, 2, and 3, suggesting stability in their language skills. Additionally, one EL maintained proficiency at level 4, demonstrating sustained high proficiency.
- Encouragingly, 37 ELs progressed at least one ELPI level, indicating significant improvement in their language proficiency. This progress is a positive indicator of effective language instruction and support services for these students.
- Overall, while there are areas of improvement, such as the progress made by 37 ELs, the decrease in proficiency levels for 16 ELs underscores the importance of targeted interventions and ongoing support to address the diverse needs of ELs and ensure continued progress in English language development.



# School and Student Performance Data

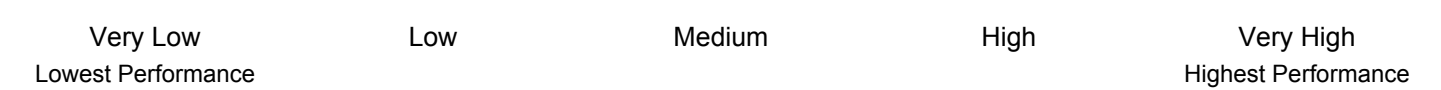
## Academic Performance College/Career Report

The 2023 California School Dashboard provides parents and educators with meaningful information on school and district progress so they can participate in decisions to improve student learning.

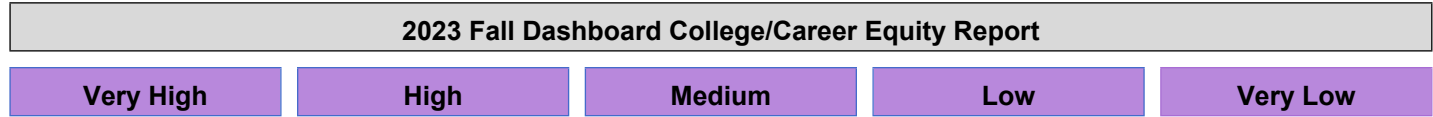
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Performance on state measures, using comparable statewide data, is represented by one of five colors. The performance level (color) is not included when there are fewer than 30 students in any year. This is represented using a greyed out color dial with the words "No Performance Color."

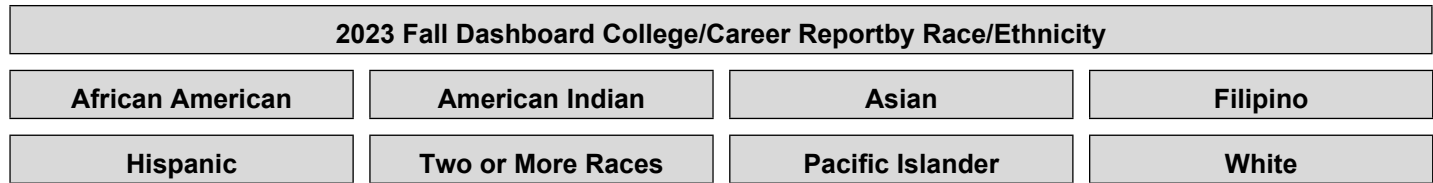
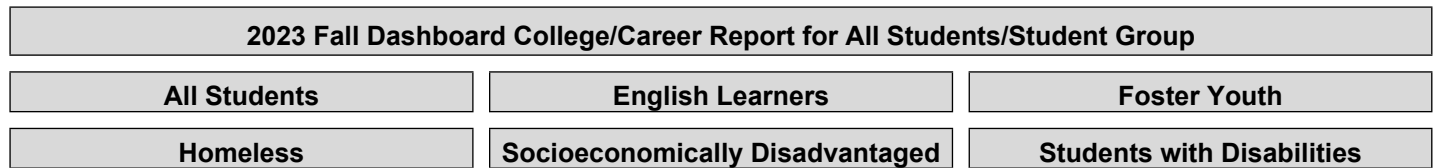
This section provided information on the percentage of high school graduates who are placed in the "Prepared" level on the College/Career Indicator.



This section provides number of student groups in each level.



This section provides information about the percentage of students in kindergarten through grade 8 who are absent 10 percent or more of the instructional days they were enrolled.



Conclusions based on this data:

1. N/A

# School and Student Performance Data

## Academic Engagement Chronic Absenteeism

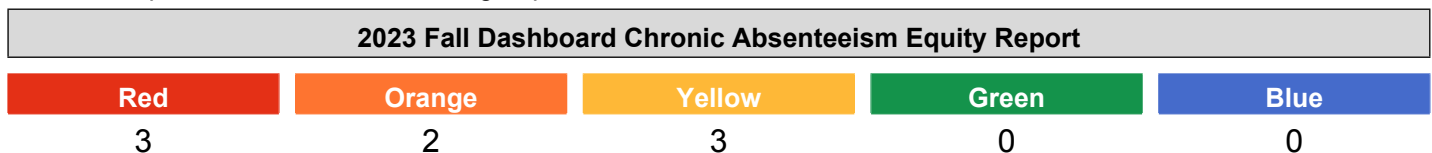
The 2023 California School Dashboard provides parents and educators with meaningful information on school and district progress so they can participate in decisions to improve student learning.

The California School Dashboard goes beyond test scores alone to provide a more complete picture of how schools and districts are meeting the needs of all students. To help parents and educators identify strengths and areas for improvement, California reports how districts, schools (including alternative schools), and student groups are performing across state and local measures.





Performance on state measures, using comparable statewide data, is represented by one of five colors. The performance level (color) is not included when there are fewer than 30 students in any year. This is represented using a greyed out color dial with the words "No Performance Color."








This section provides number of student groups in each level.



This section provides information about the percentage of students in kindergarten through grade 8 who are absent 10 percent or more of the instructional days they were enrolled.

2023 Fall Dashboard Chronic Absenteeism for All Students/Student Group		
<b>All Students</b>  <p>Yellow</p> <p>37.3% Chronically Absent</p> <p>Declined Significantly -4.8</p> <p>892 Students</p>	<b>English Learners</b>  <p>Yellow</p> <p>35.8% Chronically Absent</p> <p>Declined Significantly -7.9</p> <p>162 Students</p>	<b>Foster Youth</b> <p>23.1% Chronically Absent</p> <p>Declined -26.9</p> <p>13 Students</p>
<b>Homeless</b> <p>36% Chronically Absent</p> <p>Declined -26.1</p> <p>25 Students</p>	<b>Socioeconomically Disadvantaged</b>  <p>Yellow</p> <p>38.7% Chronically Absent</p> <p>Declined Significantly -5.9</p> <p>651 Students</p>	<b>Students with Disabilities</b>  <p>Red</p> <p>41% Chronically Absent</p> <p>Increased 1.7</p> <p>122 Students</p>

### 2023 Fall Dashboard Chronic Absenteeism by Race/Ethnicity

<b>African American</b>  Red 37.8% Chronically Absent Increased 8.9 45 Students	<b>American Indian</b> Less than 11 Students 4 Students	<b>Asian</b>  Red 28.3% Chronically Absent Increased 5.7 53 Students	<b>Filipino</b> Less than 11 Students 10 Students
<b>Hispanic</b>  Yellow 39.6% Chronically Absent Declined Significantly -6.5 591 Students	<b>Two or More Races</b>  Orange 37% Chronically Absent Declined -10.6 73 Students	<b>Pacific Islander</b> Less than 11 Students 1 Student	<b>White</b>  Orange 31.3% Chronically Absent Declined -2.6 115 Students

#### Conclusions based on this data:

1. The 2023 Fall Dashboard Chronic Absenteeism Equity Report reveals concerning disparities in chronic absenteeism rates among student subgroups. Specifically, Students with Disabilities (SWD), African American (AA), and Asian student subgroups are categorized as red, indicating significantly higher rates of chronic absenteeism compared to other groups. This designation suggests that these student subgroups are facing substantial challenges in attending school regularly, which may impact their academic progress and overall well-being.

Additionally, Two or More Races and White student subgroups are categorized as orange, signaling moderate levels of chronic absenteeism. While not as severe as the red category, the orange designation still indicates areas in need of improvement and suggests that efforts should be made to address absenteeism among these student populations.

Addressing chronic absenteeism requires targeted interventions and support services tailored to the specific needs of each student subgroup. By implementing strategies to improve school attendance, providing additional support to students facing barriers to attendance, and fostering a positive school climate, schools can work towards reducing chronic absenteeism rates and ensuring that all students have the opportunity to succeed academically.

## School and Student Performance Data

## Academic Engagement Graduation Rate

The 2023 California School Dashboard provides parents and educators with meaningful information on school and district progress so they can participate in decisions to improve student learning.

The California School Dashboard goes beyond test scores alone to provide a more complete picture of how schools and districts are meeting the needs of all students. To help parents and educators identify strengths and areas for improvement, California reports how districts, schools (including alternative schools), and student groups are performing across state and local measures.

Performance on state measures, using comparable statewide data, is represented by one of five colors. The performance level (color) is not included when there are fewer than 30 students in any year. This is represented using a greyed out color dial with the words “No Performance Color.”

Red                      Orange                      Yellow                      Green                      Blue  
 Lowest Performance                      Highest Performance

This section provides number of student groups in each level.

## 2023 Fall Dashboard English Language Arts Equity Report

Red

## Orange

## Yellow

## Green

## Blue

This section provides information about students completing high school, which includes students who receive a standard high school diploma.

## 2023 Fall Dashboard Graduation Rate for All Students/Student Group

### All Students

## English Learners

## Foster Youth

## Homeless

## Socioeconomically Disadvantaged

## Students with Disabilities

### 2023 Fall Dashboard Graduation Rate by Race/Ethnicity

## African American

## American Indian

## Asian

## Filipino

**Hispanic**

## Two or More Races

## Pacific Islander

## White

### Conclusions based on this data:

1. N/A



# School and Student Performance Data

## Conditions & Climate Suspension Rate

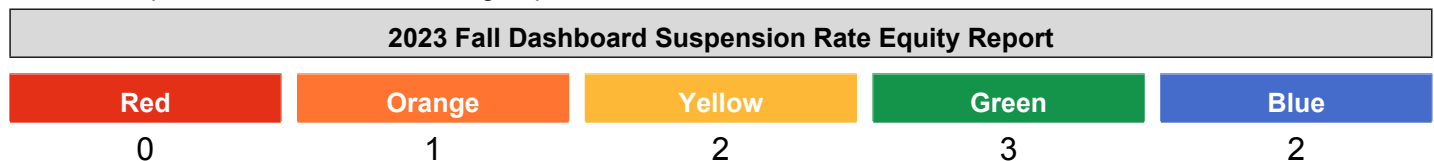
The 2023 California School Dashboard provides parents and educators with meaningful information on school and district progress so they can participate in decisions to improve student learning.

The California School Dashboard goes beyond test scores alone to provide a more complete picture of how schools and districts are meeting the needs of all students. To help parents and educators identify strengths and areas for improvement, California reports how districts, schools (including alternative schools), and student groups are performing across state and local measures.





Performance on state measures, using comparable statewide data, is represented by one of five colors. The performance level (color) is not included when there are fewer than 30 students in any year. This is represented using a greyed out color dial with the words "No Performance Color."








This section provides number of student groups in each level.



This section provides information about the percentage of students in kindergarten through grade 12 who have been suspended at least once in a given school year. Students who are suspended multiple times are only counted once.

2023 Fall Dashboard Suspension Rate for All Students/Student Group		
<b>All Students</b>  <p>Green</p> <p>1.3% suspended at least one day</p> <p>Declined Significantly -1 918 Students</p>	<b>English Learners</b>  <p>Blue</p> <p>0% suspended at least one day</p> <p>Maintained 0 165 Students</p>	<b>Foster Youth</b> <p>12.5% suspended at least one day</p> <p>Increased 12.5 16 Students</p>
<b>Homeless</b> <p>0% suspended at least one day</p> <p>Declined -3.1 27 Students</p>	<b>Socioeconomically Disadvantaged</b>  <p>Green</p> <p>1.5% suspended at least one day</p> <p>Declined -0.9 670 Students</p>	<b>Students with Disabilities</b>  <p>Yellow</p> <p>3.2% suspended at least one day</p> <p>Declined -0.4 126 Students</p>

### 2023 Fall Dashboard Suspension Rate by Race/Ethnicity

<b>African American</b>  Yellow 2.1% suspended at least one day Maintained 0.2 48 Students	<b>American Indian</b> Less than 11 Students 4 Students	<b>Asian</b>  Orange 1.9% suspended at least one day Increased 1.9 53 Students	<b>Filipino</b> Less than 11 Students 10 Students
<b>Hispanic</b>  Green 1.5% suspended at least one day Declined Significantly -1 607 Students	<b>Two or More Races</b>  Green 1.3% suspended at least one day Declined -1.7 79 Students	<b>Pacific Islander</b> Less than 11 Students 1 Student	<b>White</b>  Blue 0% suspended at least one day Declined -2.3 116 Students

#### Conclusions based on this data:

1. The 2023 Fall Dashboard Suspension Rate Equity Report reveals disparities in suspension rates among different student subgroups. While All Students are categorized as green, indicating a relatively low suspension rate overall, several student subgroups exhibit varying levels of concern.

Asian students are categorized as orange, suggesting a moderate level of suspension rates among this demographic. Students with Disabilities (SWD) and African American (AA) students are categorized as yellow, indicating higher suspension rates compared to the overall student population. These findings highlight the need for targeted interventions and support services to address disciplinary issues and promote positive behavior among SWD and AA students.

Conversely, Hispanic, Two or More Races, Socioeconomically Disadvantaged (SED), English Learners (EL), and White students are categorized as blue, signaling lower suspension rates in comparison to the overall student population. While these subgroups demonstrate more favorable suspension rates, continued efforts to maintain a positive disciplinary climate and address any emerging issues are essential.

Addressing disparities in suspension rates requires a multifaceted approach that includes implementing restorative justice practices, providing social-emotional support, and promoting culturally responsive disciplinary policies. By fostering a supportive and inclusive school environment, educators can work towards reducing suspension rates and promoting positive student outcomes for all.

# Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

## LEA/LCAP Goal

LEA/LCAP Goal 1 All students will demonstrate growth towards meeting or exceeding standards in English Language Arts, Math, Science, History/Social Science and English Language Development, as demonstrated through state assessments, local formative assessments and course grades.

## Goal 1

Statement 1: Move Status Level

State Priority Category B: Pupil Outcomes, Priorities 4

### English Language Arts

- All Students from Orange to Yellow
- English Learners from Orange to Yellow
- Socioeconomically Disadvantaged from Orange to Yellow
- Students with Disabilities from Red to Orange
- African American will increase the difference from standard from 69 points below standard to 66 points below standard
- Asian Students will increase the difference from standard from 18 points above standard to 21 points above standard
- Two or More Races will increase the difference from standard from 59 points to 56 points below standard

### Mathematics

- All Students from Orange to Yellow
- English Learners from Yellow to Green
- Socioeconomically Disadvantaged from Orange to Yellow
- Students with Disabilities from Red to Orange
- African American will increase the difference from standard from 102 points below standard to 99 points below standard
- Asian Students will increase the difference from standard from 18 points below standard to 15 points below standard
- Two or More Races will increase the difference from standard from 87 points to 84 points below standard

### Statement 2:

- Continue providing all English Language Learners forty minutes of protected English Language Development instruction based on their identified language proficiency level evidenced by their daily schedule
- Move EL Students from Yellow to Green

State Priority Category B: Pupil Outcomes, Priorities 4

#### Statement 3:

- Decrease by 2% in Core Support as evidenced by 2022-2023 Comparing Populations Report: Dynamic Indicator of Basic Literacy Skills (DIBELS) 8th Edition from BOY to the EOY focused students identified Well Below Benchmark.

Year: 2022-2023 BOY with a projected decrease of 2% at EOY

- Kindergarten: 54% to 52%
- 1st Grade: 43% to 41%
- 2nd Grade: 46% to 44%
- 3rd Grade: 47% to 45%
- 4th Grade: 26% to 24%
- 5th Grade: 27% to 25%

State Priority Category B: Pupil Outcomes, Priorities 8

#### Statement 4:

- Increase digital literacy by providing rigorous curriculum and instruction in all subject areas as evidenced by collectively increasing their overall performance on the 2023 CAASPP English Language Arts/Literacy Standards and Mathematics Overall Achievement.

#### English Language Arts

- All Students from Orange to Yellow
- English Learners from Orange to Yellow
- Socioeconomically Disadvantaged from Orange to Yellow
- Students with Disabilities from Red to Orange
- African American will increase the difference from standard from 69 points below standard to 66 points below standard
- Asian Students will increase the difference from standard from 18 points above standard to 21 points above standard
- Two or More Races will increase the difference from standard from 59 points to 56 points below standard

#### Mathematics

- All Students from Orange to Yellow
- English Learners from Yellow to Green
- Socioeconomically Disadvantaged from Orange to Yellow
- Students with Disabilities from Red to Orange
- African American will increase the difference from standard from 102 points below standard to 99 points below standard
- Asian Students will increase the difference from standard from 18 points below standard to 15 points below standard
- Two or More Races will increase the difference from standard from 87 points to 84 points below standard

## Identified Need

Provide Universal Access to Strong Core Instructional Programs implementing standards-aligned instruction including technology materials and educational programs. Provide strategic support and intensive intervention that meet students at their current level and promotes their growth academically. Provide Professional Development, teacher release time for planning, and technology devices and software.

## Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
<p>State Priority 4: Pupil Achievement</p> <p>Priority 4A: Statewide assessments</p> <ul style="list-style-type: none"> <li>English Language Arts/Literacy Status Level</li> <li>Mathematics Status Level</li> <li>California Science Test (CAST) 5th Grade overall percentage of students who are proficient and advanced</li> </ul> <p>Priority 4D Percentage of EL pupils making progress toward English proficiency</p> <ul style="list-style-type: none"> <li>The percentage of Proficient ELs performance on the English Language Proficiency for Summative ELPAC</li> <li>CAASPP English Language Arts Student Group English Learners Status Level</li> </ul>	<p>State Priority 4: Pupil Achievement</p> <p>Priority 4A: Statewide assessments</p> <ul style="list-style-type: none"> <li>2022 English Language Arts/Literacy Status Level at Orange.</li> <li>2022 Mathematics Status Level at Orange.</li> <li>2022 California Science Test (CAST) 5th Grade overall percentage of students who are Exceeded and Met 19.23%</li> </ul> <p>Priority 4D Percentage of EL pupils making progress toward English proficiency</p> <ul style="list-style-type: none"> <li>The percentage of Proficient ELs performance on the English Language Proficiency for Summative ELPAC 16.00%</li> </ul>	<p>State Priority 4: Pupil Achievement</p> <p>Priority 4A: Statewide assessments</p> <ul style="list-style-type: none"> <li>2023 English Language Arts/Literacy Status Level from Orange to Yellow.</li> <li>2023 Mathematics Status Level from Orange to Yellow.</li> <li>2023 California Science Test (CAST) 5th Grade overall percentage of students who are proficient and advanced will increase by 2% to 21.23%.</li> </ul> <p>Priority 4D Percentage of EL pupils making progress toward English proficiency</p> <ul style="list-style-type: none"> <li>The percentage of ELs Making Annual progress in Learning English will increase by 2% to 18.00%.</li> </ul>

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
<ul style="list-style-type: none"> <li>CAASPP Mathematics Student Group English Learners Met and Exceeded</li> <li>CA School Dashboard English Learners progress towards English proficiency</li> </ul> <p>Priority 4E EL Reclassification Reclassified Fluent English Proficient (RFEP) rate</p>	<ul style="list-style-type: none"> <li>2022 CAASPP English Language Arts Student Group English Learners Status Level Orange</li> <li>2022 CAASPP Mathematics Student Group English Learners Status Level Yellow</li> <li>2022 CA School Dashboard English Learners progress towards English proficiency 38.2%</li> </ul> <p>Priority 4E EL Reclassification</p> <p>Reclassified Fluent English Proficient (RFEP) rate of 6.5% in DataQuest.</p>	<ul style="list-style-type: none"> <li>2023 CAASPP English Language Arts Student Group English Learners Status Level from Orange to Yellow.</li> <li>2023 CAASPP Mathematics Student Group English Learners from Yellow to Green.</li> <li>2023 CA School Dashboard English Learners progress towards English proficiency will increase by 2% to 40.2%</li> </ul> <p>Priority 4E EL Reclassification</p> <p>Maintain Reclassified Fluent English Proficient (RFEP) rate will increase by 2% to 8.5% in DataQuest.</p>
<p>State Priority 8: Other Pupil Outcomes</p> <ul style="list-style-type: none"> <li>Dynamic Indicator of Basic Literacy Skills (DIBELS) Composite Score for At or Above Benchmark.</li> </ul>	<p>State Priority 8: Other Pupil Outcomes</p> <ul style="list-style-type: none"> <li>2023-2024 Comparing Populations Report: DIBELS 8th Edition</li> </ul> <p>Year: 2022-2023 MOY</p> <ul style="list-style-type: none"> <li>Kindergarten: 21%</li> <li>1st Grade: 34%</li> <li>2nd Grade: 47%</li> <li>3rd Grade: 35%</li> <li>4th Grade: 32%</li> <li>5th Grade: 34%</li> </ul>	<p>State Priority 8: Other Pupil Outcomes</p> <ul style="list-style-type: none"> <li>2023-2024 Comparing Populations Report: DIBELS 8th Edition</li> </ul> <p>Year: 2022-2023 EOY</p> <ul style="list-style-type: none"> <li>Kindergarten: 23%</li> <li>1st Grade: 36%</li> <li>2nd Grade: 49%</li> <li>3rd Grade: 37%</li> <li>4th Grade: 34%</li> <li>5th Grade: 36%</li> </ul>

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

## Strategy/Activity 1

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Student Groups, English Learners, Students with Disabilities, Socioeconomically Disadvantaged, Two or More Races, African American, Asian

### Strategy/Activity

Strategy/Activities 1

Provide Universal Access of strong core instructional technology materials to in support of standards-aligned instructional materials (Tier 1).

### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

#### Amount(s)

4465.00

#### Source(s)

Title I  
4000-4999: Books And Supplies  
Increase technology access to students

## Strategy/Activity 2

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Student Groups, English Learners, Students with Disabilities, Socioeconomically Disadvantaged, Two or More Races, African American, Asian

### Strategy/Activity

Provide Universal Access to Strong Core Instructional Programs implementing standards-aligned instructional materials (Tier 1).

Provide printing material for standards-aligned instructional materials (Tier 1)

### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

#### Amount(s)

12,950.00

#### Source(s)

Title I  
1000-1999: Certificated Personnel Salaries  
Substitute Release Time for TK-5th & Special Education Teachers

1480.00

Title I  
1000-1999: Certificated Personnel Salaries  
Substitute Release Time for 3rd-5th & Special Education Teachers (CAASPP)



1,500.00

Title I  
4000-4999: Books And Supplies  
Copy Paper

### Strategy/Activity 3

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students All Student Groups, English Learners, Students with Disabilities, Socioeconomically Disadvantaged, Two or More Races, African American, Asian

#### Strategy/Activity

Provide specific and systematic support to struggling students (Tier 2, Tier 3).

#### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

1005.00

Title I  
4000-4999: Books And Supplies  
Student Study Team Supplies

2505.18

Title I  
4000-4999: Books And Supplies  
Math Resources

## Annual Review

### SPSA Year Reviewed: 2022-23

Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

## ANALYSIS

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

#### Strategy/Activity 1

- Additional technology was purchased for the 2023-2024 school year allowing all students increased access to individual technology at home and in the classroom.
- Student Study Team Resources were purchased to help students meet their academic and social/emotional needs at school and at home.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

There were no major differences between the intended implementation and/or the budgets expenditures to implement the strategies/activities to meet the articulate goal.



Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

No significant changes were made to these goals.

# Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

## LEA/LCAP Goal

LEA/LCAP Goal 2 The district will provide an engaging and nurturing environment where students will demonstrate a positive growth in attendance rates, decrease in student suspension and expulsion and increase in parental involvement.

## Goal 2

Statement 1:  
State Priority 6: School Climate

- Decline in suspensions from 1.3% in 2023 to 1.1% in 2024
- Maintain expulsion rate of 0%

Statement 2:  
State Priority 5: Pupil Engagement

Chronic Absenteeism  
All Students from 37.3% in 2023 to 35.2% in 2024

Move Status Level based on the CA School Dashboard for 2023

- Move the following Student Groups:
- All Students from Yellow to Green
  - English Learners form Yellow to Green
  - Socioeconomically Disadvantaged from Yellow to Green
  - Students with Disabilities from Red to Orange
  - African American from Red to Orange
  - Asian from Red to Orange
  - Two or More Races from Orange to Yellow

Statement 3:  
State Priority 3: Parental Involvement

- Increase parent involvement in Back to School Night, Parent Conferences, Open House and Suburu Parent Teacher Club.
- Increase of 2% parent involvement in English Language Advisory Committee Reclassification Meetings.
- Maintain parent involvement of students with exceptional needs in scheduled annual, initial, triennial, or as needed basis IEP meetings.
- Maintain parent involvement of students with exceptional needs in scheduled annual, initial, or as needed basis 504 meetings.

#### Statement 4

State Priority Category B: Pupil Outcomes, Priorities 8

#### Physical Fitness Test (PFT)

Component 1: Aerobic Capacity at 100%

Component 2: Abdominal Strength and Endurance at 100%

Component 3: Trunk Extensor and Strength and Flexibility at 100%

Component 4: Upper Body Strength and Endurance at 100%

Component 5: Flexibility at 100%

### Identified Need

Provide an engaging and nurturing environment that is safe, healthy, and conducive to learning by providing access to positive progressive discipline models, professional counseling services, and access to STEAM subjects. Provide Professional Development, teacher release time for planning, and technology devices and software.

Provide strong parent engagement using all available forms of communication including surveys, meetings, and events. Use parent recommendations to improve/increase services for all students.

### Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
State Priority 6: School Climate (Engagement)	State Priority 6: School Climate (Engagement)	State Priority 6: School Climate (Engagement)
Priority 6A: Pupil suspension rates <ul style="list-style-type: none"><li>Suspension Rate for all students on CA School Dashboard</li></ul>	Priority 6A: Pupil suspension rates <ul style="list-style-type: none"><li>Suspension Rate 2023 at 1.3%</li></ul>	Priority 6A: Pupil suspension rates <ul style="list-style-type: none"><li>Suspension Rate 2024 at 1.1%</li></ul>
Priority 6B: Pupil expulsion rate <ul style="list-style-type: none"><li>CDE DataQuest</li></ul>	Priority 6B: Pupil expulsion rate <ul style="list-style-type: none"><li>CDE DataQuest 2022 Expulsion Rate 0%</li></ul>	Priority 6B: Pupil expulsion rate <ul style="list-style-type: none"><li>CDE DataQuest 2023 Expulsion Rate 0%</li></ul>
Priority 6C: Student, parent, staff surveys of sense of safety and school connectedness. <ul style="list-style-type: none"><li>Participation rates for taking online surveys: 4th-8th grade students Parents/Community</li></ul>	Priority 6C: Student, parent, staff surveys of sense of safety and school connectedness. <ul style="list-style-type: none"><li>Participation rates for taking online surveys: 4th-8th grade students: 40% Parents/Community: 3% Staff: 75%</li></ul>	Priority 6C: Student, parent, staff surveys of sense of safety and school connectedness. <ul style="list-style-type: none"><li>Participation rates for taking online surveys: 4th-8th grade students: 42% Parents/Community: 5% Staff: 80%</li></ul>
State Priority 5: Pupil Engagement (Engagement)	State Priority 5: Pupil Engagement (Engagement)	State Priority 5: Pupil Engagement (Engagement)

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
<p>Chronic Absenteeism Rate</p> <ul style="list-style-type: none"> <li>CA School Dashboard</li> </ul>	<p>Move Status Level based on the CA School Dashboard for 2022</p> <p>Move the following Student Groups at</p> <ul style="list-style-type: none"> <li>All Students Yellow</li> <li>English Learners Yellow</li> <li>Socioeconomically Disadvantaged Yellow</li> <li>Students with Disabilities Red</li> <li>African American Red</li> <li>Asian \Red</li> <li>Two or More Races Orange</li> </ul>	<p>Move Status Level based on the CA School Dashboard for 2023</p> <p>Move the following Student Groups</p> <ul style="list-style-type: none"> <li>All Students from Yellow to Green</li> <li>English Learners form Yellow to Green</li> <li>Socioeconomically Disadvantaged from Yellow to Green</li> <li>Students with Disabilities from Red to Orange</li> <li>African American from Red to Orange</li> <li>Asian from Red to Orange</li> <li>Two or More Races from Orange to Yellow</li> </ul>
<p>State Priority 3: Parental Involvement (Engagement) Efforts to seek parent input in decision making, promotion of parent participation in programs for unduplicated pupils and special need subgroups.</p> <p>Priority 3A: Parent involvement in Back to School Night, Parent Conferences, Open House and Suburu Parent Teacher Club.</p> <p>Priority 3B: ELAC/DELAC parent attendance and parent attendance of EL Redesignation Celebration .</p> <p>Priority 3C: Parent involvement of students with exceptional needs in scheduled annual,</p>	<p>State Priority 3: Parental Involvement (Engagement) Efforts to seek parent input in decision making, promotion of parent participation in programs for unduplicated pupils and special need subgroups.</p> <p>Priority 3A: 2023-2024 Provided parent involvement in Back to School Night, Parent Conferences, Open House and Suburu Parent Teacher Club.</p> <p>*****</p> <p>Priority 3B: 50% of parents attended ELAC/DELAC and 80% of parents will attended</p>	<p>State Priority 3: Parental Involvement (Engagement) Efforts to seek parent input in decision making, promotion of parent participation in programs for unduplicated pupils and special need subgroups.</p> <p>Priority 3A: 2023-2024 Provide parent involvement in Back to School Night, Parent Conferences, Open House and Suburu Parent Teacher Club.</p> <p>*****</p> <p>Priority 3B: 52% of parents will attend ELAC/DELAC and 82% of parents will attend EL Redesignation Celebrations.</p>

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
initial, triennial, or as needed basis IEP meetings and 504 meetings.	<p>EL Redesignation Celebrations.</p> <p>Priority 3C: Parent involvement of students with exceptional needs in scheduled annual, initial, triennial, or as needed basis IEP meetings and 504 meetings. IEP Meetings: 100% 504 Meetings: 100%</p>	<p>Priority 3C: Parent involvement of students with exceptional needs in scheduled annual, initial, triennial, or as needed basis IEP meetings and 504 meetings. IEP Meetings: 100% 504 Meetings: 100%</p>
<p>State Priority 8: Other Pupil Outcomes</p> <p>Component 1: Aerobic Capacity Component 2: Abdominal Strength and Endurance Component 3: Trunk Extensor and Strength and Flexibility Component 4: Upper Body Strength and Endurance Component 5: Flexibility</p>	<p>State Priority 8: Other Pupil Outcomes</p> <p>Component 1: Aerobic Capacity at 100% Component 2: Abdominal Strength and Endurance at 100% Component 3: Trunk Extensor and Strength and Flexibility at 100% Component 4: Upper Body Strength and Endurance at 100% Component 5: Flexibility at 100%</p>	<p>State Priority 8: Other Pupil Outcomes</p> <p>Component 1: Aerobic Capacity at 100% Component 2: Abdominal Strength and Endurance at 100% Component 3: Trunk Extensor and Strength and Flexibility at 100% Component 4: Upper Body Strength and Endurance at 100% Component 5: Flexibility at 100%</p>

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

## Strategy/Activity 1

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Student Groups, English Learners, Students with Disabilities, Socioeconomically Disadvantaged, Two or More Races, African American, Asian

### Strategy/Activity

#### Strategy/Activities 1

Provide a Community Liaison to help students overcome problems that impede learning, assist them in coming to school on time and all day.

### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
24,950.00	Title I 1000-1999: Certificated Personnel Salaries Community Liaison
10,050.00	Title I 3000-3999: Employee Benefits Community Liaison

## Strategy/Activity 2

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Student Groups, English Learners, Students with Disabilities, Socioeconomically Disadvantaged, Two or More Races, African American, Asian

### Strategy/Activity

Strategy/Activities 2

Provide Universal Access of strong core instructional technology materials and educational programs in support of standards-aligned instructional materials (Tier 1).

### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
4465.00	Title I 4000-4999: Books And Supplies Increase technology access to students

## Strategy/Activity 3

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Student Groups, English Learners, Students with Disabilities, Socioeconomically Disadvantaged, Two or More Races, African American, Asian

### Strategy/Activity

Provide Universal Access to Strong Core Instructional Programs implementing standards-aligned instructional materials and support (Tier 1).

### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
12,950.00	Title I 1000-1999: Certificated Personnel Salaries Substitute Release Time for TK-5th & Special Education Teachers
1,480.00	Title I 1000-1999: Certificated Personnel Salaries Substitute Release Time for 3rd-5th & Special Education Teachers (CAASPP)

## Strategy/Activity 4

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Student Groups, English Learners, Students with Disabilities, Socioeconomically Disadvantaged, Two or More Races, African American, Asian

### Strategy/Activity

Provide structured play to promote positive sportsmanship and teamwork, while engaging in social and emotional learning.

### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
10693.00	Title I 2000-2999: Classified Personnel Salaries Structured play during recess.
4307.00	Title I 3000-3999: Employee Benefits Structured play during recess.

## Strategy/Activity 5

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Student Groups, English Learners, Students with Disabilities, Socioeconomically Disadvantaged, Two or More Races, African American, Asian

### Strategy/Activity

Provide Universal Access opportunities to assist Kindergarten students and Kindergarten families in supporting their child achieve high standards in all academics.

### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
4,900.00	Title I 1000-1999: Certificated Personnel Salaries Additional time for teachers to greet and assess incoming Kindergarten students.
2,450.00	Title I 3000-3999: Employee Benefits Additional time for teachers to greet and assess incoming Kindergarten students.

## Strategy/Activity 6

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Student Groups, English Learners, Students with Disabilities, Socioeconomically Disadvantaged, Two or More Races, African American, Asian

### Strategy/Activity

Provide recess equipment for student to promote active play.

### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
5,500.00	Title I 4000-4999: Books And Supplies Purchase recess equipment

## Annual Review

### SPSA Year Reviewed: 2022-23

Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

## ANALYSIS

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

### Strategy/Activity 1

- A Community Liaison was provided to support students overcome obstacles that impede learning, and assist them in getting to school on time, everyday and all day.

### Strategy/Activity 4

- Structured play during recess has decreased the amount of negative behaviors on the yard.



Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

There were no major differences between the intended implementation and/or the budgets expenditures to implement the strategies/activities to meet the articulate goal.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

Strategy/Activity 1

- Our goal is to provide a Community Liaison to help students overcome problems that impede learning, assist them in coming to school on time, everyday and all day.

Strategy/Activity 2

- Additional technology will be purchased allowing all students increased access to individual technology in the classroom.

Strategy/Activity 5

- Provide Universal Access opportunities to assist Kindergarten students and Kindergarten families in supporting their child achieve high standards in all academics.

Strategy/Activity 6

- Provide additional recess equipment to promote positive active play.

# Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

## LEA/LCAP Goal

The district will continue to hire the most qualified teachers and train them in the latest instructional strategies, maintain clean, safe, functional facilities that are in good repair, and provide sufficient standards aligned instructional materials in core academics to all students with a focus on Students with Disabilities, English Learners, low income, and foster youth. This goal will increase the quality of instruction and have a positive impact on student growth.

## Goal 3

Statement 1:

State Priority 1: Basic Services

Provide professional learning in differentiated instruction.

Statement 2:

State Priority 1: Basic Services

Provide professional learning on ELD standards and effective evidence-based English learner instructional strategies, and will implement this learning in all curricular areas. Supplemental Program.

Statement 3:

State Priority 2: Implementation of State Standards

Purchase and implement state adopted standards-based CCSS instructional materials (textbooks, supplemental, consumables, etc.) in ELA/ELD, math, and NGSS if available.

Statement 4:

State Priority 7: Course Access

Educational technology access will be supported by providing all low income, foster youth, and English Learners with digital resources such as chromebooks.

## Identified Need

Provide Professional Development, teacher release time for planning, and technology devices and software.

## Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
State Priority 1: Basic Services	State Priority 1: Basic Services	State Priority 1: Basic Services
Priority 1A Teachers appropriately assigned and fully credentialed.	Priority 1A 98% of teachers appropriately assigned and fully credentialed.	Priority 1A Increase of 2% of teachers appropriately assigned and fully credentialed for a 100%.

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
<p>Priority 1B Maintain student access to instructional materials: Compliance on Williams.</p> <p>Priority 1C Strive for Suburu School Facilities rating.</p>	<p>Priority 1B: Maintain student access to instructional materials: 100% compliance on Williams.</p> <p>Priority 1C: Strive for Suburu School Facilities rating of Exemplary Repair.</p>	<p>Priority 1B: Maintain student access to instructional materials: 100% compliance on Williams.</p> <p>Priority 1C: Strive for Suburu School Facilities rating of Exemplary Repair.</p>
<p>State Priority 2 Implementation of Standards (determined by the Academic Program Survey Tool)</p> <p>Priority 2A Level of implementation of all state content and performance standards for all pupils.</p> <p>Priority 2B EL students receive daily instruction in designated and integrated ELD in all content areas.</p>	<p>State Priority 2 Implementation of Standards (determined by the Academic Program Survey Tool)</p> <p>Priority 2A Level of implementation of all state content and performance standards for all pupils is 100%</p> <p>Priority 2B</p> <ul style="list-style-type: none"> <li>EL students receive daily instruction in designated and integrated ELD in all content areas is 100%.</li> <li>Donald E. Suburu Daily Schedule: 2022-23 Daily Schedule of forty minutes protected English Language Development instruction based on their identified language proficiency level.</li> </ul>	<p>State Priority 2 Implementation of Standards (determined by the Academic Program Survey Tool)</p> <p>Priority 2A Maintain level of implementation of all state content and performance standards for all pupils at 100%</p> <p>Priority 2B</p> <ul style="list-style-type: none"> <li>Maintain EL students receiving daily instruction in designated and integrated ELD in all content areas at 100%.</li> <li>Donald E. Suburu Daily Schedule: 2023-2024 Daily Schedule of forty minutes protected English Language Development instruction based on their identified language proficiency level.</li> </ul>
<p>State Priority 7: Course Access</p> <p>Priority 7A: Students have access to a broad course of study offered by district.</p> <p>Priority 7B: Unduplicated pupils are provided with programs</p>	<p>State Priority 7: Course Access</p> <p>Priority 7A: 100% of students have access to a broad course of study offered by district.</p> <p>Priority 7B: 100% of unduplicated pupils are</p>	<p>State Priority 7: Course Access</p> <p>Priority 7A: Maintain 100% of students who have access to a broad course of study offered by district.</p>

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
<p>and services based on state standards and student needs as indicated by local assessments.</p> <p>Priority 7C: Students with exceptional needs are provided programs and services that are based on IEP, state standards, and student needs as indicated by local assessments.</p>	<p>provided with programs and services based on state standards and student needs as indicated by local assessments.</p> <p>Priority 7C: 100% of students with exceptional needs are provided programs and services that are based on IEP, state standards, and student needs as indicated by local assessments.</p>	<p>Priority 7B: Maintain 100% of unduplicated pupils that are provided with programs and services based on state standards and student needs as indicated by local assessments.</p> <p>Priority 7C: Maintain 100% of students with exceptional needs who are provided programs and services that are based on IEP, state standards, and student needs as indicated by local assessments.</p>

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

## Strategy/Activity 1

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Student Groups, English Learners, Students with Disabilities, Socioeconomically Disadvantaged, Two or More Races, African American, Asian

### Strategy/Activity

Provide Universal Access of strong core instructional technology materials to support of standards-aligned instructional materials (Tier 1).

### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

#### Amount(s)

4465.00

#### Source(s)

Title I  
4000-4999: Books And Supplies  
Increase technology access to students

## Strategy/Activity 2

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Student Groups, English Learners, Students with Disabilities, Socioeconomically Disadvantaged, Two or More Races, African American, Asian

### Strategy/Activity

Provide high quality professional development to support standards-aligned instructional materials (Tier 1, Tier 2, Tier 3).

### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

1,000.00

Source(s)

Title I  
4000-4999: Books And Supplies  
PD for parents and families.

## Annual Review

### SPSA Year Reviewed: 2022-23

Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

## ANALYSIS

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

#### Strategy/Activity 1

- On-line Science Program: Mystery Science was purchased for the 2022-2023 for schoolwide access to California State Science Standards.
- On-line ELA Program: StarFall was purchased for the 2022-2023 for schoolwide access supporting our California State English Language Arts Standards.

#### Strategy/Activity 2

- Additional technology was purchased for the 2022-2023 school year allowing all students increased access to individual technology at home and in the classroom.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

There were no major differences between the intended implementation and/or the budgets expenditures to implement the strategies/activities to meet the articulate goal.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

#### Strategy/Activity 1

- Additional technology will be purchased allowing all students increased access to individual technology in the classroom.

#### Strategy/Activity 2

- Provide high quality professional development to support standards-aligned instructional materials and support.

# Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

## LEA/LCAP Goal

## Goal 4

## Identified Need

## Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
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Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

## Strategy/Activity 1

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

Strategy/Activity

### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
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# Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

## LEA/LCAP Goal

## Goal 5

## Identified Need

## Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
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Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

## Strategy/Activity 1

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

Strategy/Activity

### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
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# Budget Summary

Complete the table below. Schools may include additional information. Adjust the table as needed. The Budget Summary is required for schools funded through the ConApp, and/or that receive funds from the LEA for Comprehensive Support and Improvement (CSI).

## Budget Summary

Description	Amount
Total Funds Provided to the School Through the Consolidated Application	\$111,115.18
Total Federal Funds Provided to the School from the LEA for CSI	\$0
Total Funds Budgeted for Strategies to Meet the Goals in the SPSA	\$111,115.18

## Other Federal, State, and Local Funds

List the additional Federal programs that the school is including in the schoolwide program. Adjust the table as needed. If the school is not operating a Title I schoolwide program this section is not applicable and may be deleted.

Federal Programs	Allocation (\$)
Title I	\$111,115.18

Subtotal of additional federal funds included for this school: \$111,115.18

List the State and local programs that the school is including in the schoolwide program. Duplicate the table as needed.

State or Local Programs	Allocation (\$)
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Subtotal of state or local funds included for this school: \$

Total of federal, state, and/or local funds for this school: \$111,115.18

# School Site Council Membership

California Education Code describes the required composition of the School Site Council (SSC). The SSC shall be composed of the principal and representatives of: teachers selected by teachers at the school; other school personnel selected by other school personnel at the school; parents of pupils attending the school selected by such parents; and, in secondary schools, pupils selected by pupils attending the school. The current make-up of the SSC is as follows:

- 1 School Principal
- 3 Classroom Teachers
- 1 Other School Staff
- 5 Parent or Community Members
- 0 Secondary Students

Name of Members	Role
Ilyne Bispo	Parent or Community Member
Gabriela Ardon	Parent or Community Member
Jasmine Braun	Parent or Community Member
Suzanne Rainbolt	Parent or Community Member
Tara Gonzales	Parent or Community Member
Tara Carr	Other School Staff
Valerie Hudson	Principal
Kelly Harmon	Classroom Teacher
Samuel Lopez	Classroom Teacher
Casey Briggs	Classroom Teacher

At elementary schools, the school site council must be constituted to ensure parity between (a) the principal, classroom teachers, and other school personnel, and (b) parents of students attending the school or other community members. Classroom teachers must comprise a majority of persons represented under section (a). At secondary schools there must be, in addition, equal numbers of parents or other community members selected by parents, and students. Members must be selected by their peer group.

# Recommendations and Assurances

The School Site Council (SSC) recommends this school plan and proposed expenditures to the district governing board for approval and assures the board of the following:

The SSC is correctly constituted and was formed in accordance with district governing board policy and state law.

The SSC reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the School Plan for Student Achievement (SPSA) requiring board approval.

The SSC sought and considered all recommendations from the following groups or committees before adopting this plan:

**Signature**

**Committee or Advisory Group Name**

English Learner Advisory Committee

The SSC reviewed the content requirements for school plans of programs included in this SPSA and believes all such content requirements have been met, including those found in district governing board policies and in the local educational agency plan.

This SPSA is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.

This SPSA was adopted by the SSC at a public meeting on March 14, 2024.

Attested:

Principal, Valerie Hudson on 3/14/2024

SSC Chairperson, Kelly Harmon on 3/14/2024

# Instructions

The School Plan for Student Achievement (SPSA) is a strategic plan that maximizes the resources available to the school while minimizing duplication of effort with the ultimate goal of increasing student achievement. SPSA development should be aligned with and inform the Local Control and Accountability Plan process.

The SPSA consolidates all school-level planning efforts into one plan for programs funded through the consolidated application (ConApp), and for federal school improvement programs, including schoolwide programs, Comprehensive Support and Improvement (CSI), Targeted Support and Improvement (TSI), and Additional Targeted Support and Improvement (ATSI), pursuant to California Education Code (EC) Section 64001 and the Elementary and Secondary Education Act as amended by the Every Student Succeeds Act (ESSA). This template is designed to meet schoolwide program planning requirements. It also notes how to meet CSI, TSI, or ATSI requirements, as applicable.

California's ESSA State Plan supports the state's approach to improving student group performance through the utilization of federal resources. Schools use the SPSA to document their approach to maximizing the impact of federal investments in support of underserved students. The implementation of ESSA in California presents an opportunity for schools to innovate with their federally-funded programs and align them with the priority goals of the school and the LEA that are being realized under the state's Local Control Funding Formula (LCFF).

The LCFF provides schools and LEAs flexibility to design programs and provide services that meet the needs of students in order to achieve readiness for college, career, and lifelong learning. The SPSA planning process supports continuous cycles of action, reflection, and improvement. Consistent with EC 65001, the Schoolsite Council (SSC) is required to develop and annually review the SPSA, establish an annual budget, and make modifications to the plan that reflect changing needs and priorities, as applicable.

For questions related to specific sections of the template, please see instructions below:

## Instructions: Linked Table of Contents

**The SPSA template meets the requirements of schoolwide planning (SWP). Each section also contains a notation of how to meet CSI, TSI, or ATSI requirements.**

[Educational Partner Involvement](#)

[Goals, Strategies, & Proposed Expenditures](#)

[Planned Strategies/Activities](#)

[Annual Review and Update](#)

[Budget Summary](#)

[Appendix A: Plan Requirements for Title I Schoolwide Programs](#)

[Appendix B: Plan Requirements for Schools to Meet Federal School Improvement Planning Requirements](#)

[Appendix C: Select State and Federal Programs](#)

For additional questions or technical assistance related to LEA and school planning, please contact the Local Agency Systems Support Office, at [LCFF@cde.ca.gov](mailto:LCFF@cde.ca.gov).

For programmatic or policy questions regarding Title I schoolwide planning, please contact the local educational agency, or the CDE's Title I Policy and Program Guidance Office at [TITLEI@cde.ca.gov](mailto:TITLEI@cde.ca.gov).

For questions or technical assistance related to meeting federal school improvement planning requirements (for CSI, TSI, and ATSI), please contact the CDE's School Improvement and Support Office at [SISO@cde.ca.gov](mailto:SISO@cde.ca.gov).

## Purpose and Description

Schools identified for Comprehensive Support and Improvement (CSI), Targeted Support and Improvement (TSI), or Additional Targeted Support and Improvement (ATSI) must respond to the following prompts. A school that has not been identified for CSI, TSI, or ATSI may delete the Purpose and Description prompts.

### Purpose

Briefly describe the purpose of this plan by selecting from Schoolwide Program, Comprehensive Support and Improvement, Targeted Support and Improvement, or Additional Targeted Support and Improvement)

### Description

Briefly describe the school's plan for effectively meeting ESSA requirements in alignment with the Local Control and Accountability Plan and other federal, state, and local programs.

## Educational Partner Involvement

Meaningful involvement of parents, students, and other stakeholders is critical to the development of the SPSA and the budget process. Schools must share the SPSA with school site-level advisory groups, as applicable (e.g., English Learner Advisory committee, student advisory groups, tribes and tribal organizations present in the community, as appropriate, etc.) and seek input from these advisory groups in the development of the SPSA.

The Stakeholder Engagement process is an ongoing, annual process. Describe the process used to involve advisory committees, parents, students, school faculty and staff, and the community in the development of the SPSA and the annual review and update.

*[This section meets the requirements for TSI and ATSI.]*

*[When completing this section for CSI, the LEA shall partner with the school in the development and implementation of this plan.]*

## Resource Inequities

Schools eligible for CSI or ATSI must identify resource inequities, which may include a review of LEA- and school-level budgeting as a part of the required needs assessment. Identified resource inequities must be addressed through implementation of the CSI or ATSI plan. Briefly identify and describe any resource inequities identified as a result of the required needs assessment and summarize how the identified resource inequities are addressed in the SPSA.

*[This section meets the requirements for CSI and ATSI. If the school is not identified for CSI or ATSI this section is not applicable and may be deleted.]*

# Goals, Strategies, Expenditures, & Annual Review

In this section a school provides a description of the annual goals to be achieved by the school. This section also includes descriptions of the specific planned strategies/activities a school will take to meet the identified goals, and a description of the expenditures required to implement the specific strategies and activities.

## Goal

State the goal. A goal is a broad statement that describes the desired result to which all strategies/activities are directed. A goal answers the question: What is the school seeking to achieve?

It can be helpful to use a framework for writing goals such as the S.M.A.R.T. approach. A S.M.A.R.T. goal is one that is **S**pecific, **M**easurable, **A**chievable, **R**ealistic, and **T**ime-bound. A level of specificity is needed in order to measure performance relative to the goal as well as to assess whether it is reasonably achievable. Including time constraints, such as milestone dates, ensures a realistic approach that supports student success.

A school may number the goals using the “Goal #” for ease of reference.

*[When completing this section for CSI, TSI, and ATSI, improvement goals shall align to the goals, actions, and services in the LEA LCAP.]*

## Identified Need

Describe the basis for establishing the goal. The goal should be based upon an analysis of verifiable state data, including local and state indicator data from the California School Dashboard (Dashboard) and data from the School Accountability Report Card, including local data voluntarily collected by districts to measure pupil achievement.

*[Completing this section fully addresses all relevant federal planning requirements]*

## Annual Measurable Outcomes

Identify the metric(s) and/or state indicator(s) that the school will use as a means of evaluating progress toward accomplishing the goal. A school may identify metrics for specific student groups. Include in the baseline column the most recent data associated with the metric or indicator available at the time of adoption of the SPSA. The most recent data associated with a metric or indicator includes data reported in the annual update of the SPSA. In the subsequent Expected Outcome column, identify the progress the school intends to make in the coming year.

*[When completing this section for CSI the school must include school-level metrics related to the metrics that led to the school’s identification.]*

*[When completing this section for TSI/ATSI the school must include metrics related to the specific student group(s) that led to the school’s identification.]*

## Strategies/Activities

Describe the strategies and activities being provided to meet the described goal. A school may number the strategy/activity using the “Strategy/Activity #” for ease of reference.

Planned strategies/activities address the findings of the needs assessment consistent with state priorities and resource inequities, which may have been identified through a review of the local educational agency's budgeting, its local control and accountability plan, and school-level budgeting, if applicable.

*[When completing this section for CSI, TSI, and ATSI, this plan shall include evidence-based interventions and align to the goals, actions, and services in the LEA LCAP.]*

*[When completing this section for CSI and ATSI, this plan shall address through implementation, identified resource inequities, which may have been identified through a review of LEA- and school-level budgeting.]*

## **Students to be Served by this Strategy/Activity**

Indicate in this box which students will benefit from the strategies/activities by indicating "All Students" or listing one or more specific student group(s) to be served.

*[This section meets the requirements for CSI.]*

*[When completing this section for TSI and ATSI, at a minimum, the student groups to be served shall include the student groups that are consistently underperforming, for which the school received the TSI or ATSI designation. For TSI, a school may focus on all students or the student group(s) that led to identification based on the evidence-based interventions selected.]*

## **Proposed Expenditures for this Strategy/Activity**

For each strategy/activity, list the amount(s) and funding source(s) for the proposed expenditures for the school year to implement these strategies/activities. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal, identify the Title and Part, as applicable), Other State, and/or Local.

Proposed expenditures that are included more than once in a SPSA should be indicated as a duplicated expenditure and include a reference to the goal and strategy/activity where the expenditure first appears in the SPSA. Pursuant to Education Code, Section 64001(g)(3)(C), proposed expenditures, based on the projected resource allocation from the governing board or governing body of the LEA, to address the findings of the needs assessment consistent with the state priorities including identifying resource inequities which may include a review of the LEA's budgeting, its LCAP, and school-level budgeting, if applicable.

*[This section meets the requirements for CSI, TSI, and ATSI.]*

*[NOTE: Federal funds for CSI shall not be used in schools identified for TSI or ATSI. In addition, funds for CSI shall not be used to hire additional permanent staff.]*

## **Annual Review**

In the following Analysis prompts, identify any material differences between what was planned and what actually occurred as well as significant changes in strategies/activities and/ or expenditures from the prior year. This annual review and analysis should be the basis for decision-making and updates to the plan.

## Analysis

Using actual outcome data, including state indicator data from the Dashboard, analyze whether the planned strategies/activities were effective in achieving the goal. Respond to the prompts as instructed. Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal the Annual Review section is not required and this section may be deleted.

- Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.
- Briefly describe any major differences between either/or the intended implementation or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.
- Describe any changes that will be made to the goal, expected annual measurable outcomes, metrics/indicators, or strategies/activities to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard, as applicable. Identify where those changes can be found in the SPSA.

*[When completing this section for CSI, TSI, or ATSI, any changes made to the goals, annual measurable outcomes, metrics/indicators, or strategies/activities, shall meet the CSI, TSI, or ATSI planning requirements. CSI, TSI, and ATSI planning requirements are listed under each section of the Instructions. For example, as a result of the Annual Review and Update, if changes are made to a goal(s), see the Goal section for CSI, TSI, and ATSI planning requirements.]*

## Budget Summary

In this section a school provides a brief summary of the funding allocated to the school through the ConApp and/or other funding sources as well as the total amount of funds for proposed expenditures described in the SPSA. The Budget Summary is required for schools funded through the ConApp and that receive federal funds for CSI. If the school is not operating a Title I schoolwide program this section is not applicable and may be deleted.

*From its total allocation for CSI, the LEA may distribute funds across its schools that meet the criteria for CSI to support implementation of this plan. In addition, the LEA may retain a portion of its total allocation to support LEA-level expenditures that are directly related to serving schools eligible for CSI.*

## Budget Summary

A school receiving funds allocated through the ConApp should complete the Budget Summary as follows:

- **Total Funds Provided to the School Through the Consolidated Application:** This amount is the total amount of funding provided to the school through the ConApp for the school year. The school year means the fiscal year for which a SPSA is adopted or updated.
- **Total Funds Budgeted for Strategies to Meet the Goals in the SPSA:** This amount is the total of the proposed expenditures from all sources of funds associated with the strategies/activities reflected in the SPSA. To the extent strategies/activities and/or proposed expenditures are listed in the SPSA under more than one goal, the expenditures should be counted only once.

A school receiving federal funds for CSI should complete the Budget Summary as follows:



- Total Federal Funds Provided to the School from the LEA for CSI: This amount is the total amount of funding provided to the school from the LEA.

*[NOTE: Federal funds for CSI shall not be used in schools eligible for TSI or ATSI. In addition, funds for CSI shall not be used to hire additional permanent staff.]*

# Appendix A: Plan Requirements

## Schoolwide Program Requirements

This School Plan for Student Achievement (SPSA) template meets the requirements of a schoolwide program plan. The requirements below are for planning reference.

A school that operates a schoolwide program and receives funds allocated through the ConApp is required to develop a SPSA. The SPSA, including proposed expenditures of funds allocated to the school through the ConApp, must be reviewed annually and updated by the SSC. The content of a SPSA must be aligned with school goals for improving student achievement.

### Requirements for Development of the Plan

- I. The development of the SPSA shall include both of the following actions:
  - A. Administration of a comprehensive needs assessment that forms the basis of the school's goals contained in the SPSA.
    1. The comprehensive needs assessment of the entire school shall:
      - a. Include an analysis of verifiable state data, consistent with all state priorities as noted in Sections 52060 and 52066, and informed by all indicators described in Section 1111(c)(4)(B) of the federal Every Student Succeeds Act, including pupil performance against state-determined long-term goals. The school may include data voluntarily developed by districts to measure pupil outcomes (described in the Identified Need); and
      - b. Be based on academic achievement information about all students in the school, including all groups under §200.13(b)(7) and migratory children as defined in section 1309(2) of the ESEA, relative to the State's academic standards under §200.1 to—
        - i. Help the school understand the subjects and skills for which teaching and learning need to be improved; and
        - ii. Identify the specific academic needs of students and groups of students who are not yet achieving the State's academic standards; and
        - iii. Assess the needs of the school relative to each of the components of the schoolwide program under §200.28.
        - iv. Develop the comprehensive needs assessment with the participation of individuals who will carry out the schoolwide program plan.
        - v. Document how it conducted the needs assessment, the results it obtained, and the conclusions it drew from those results.
  - B. Identification of the process for evaluating and monitoring the implementation of the SPSA and progress towards accomplishing the goals set forth in the SPSA (described in the Expected Annual Measurable Outcomes and Annual Review and Update).

### Requirements for the Plan

- II. The SPSA shall include the following:
  - A. Goals set to improve pupil outcomes, including addressing the needs of student groups as identified through the needs assessment.

- B. Evidence-based strategies, actions, or services (described in Strategies and Activities)
1. A description of the strategies that the school will be implementing to address school needs, including a description of how such strategies will--
    - a. provide opportunities for all children including each of the subgroups of students to meet the challenging state academic standards
    - b. use methods and instructional strategies that:
      - i. strengthen the academic program in the school,
      - ii. increase the amount and quality of learning time, and
      - iii. provide an enriched and accelerated curriculum, which may include programs, activities, and courses necessary to provide a well-rounded education.
    - c. Address the needs of all children in the school, but particularly the needs of those at risk of not meeting the challenging State academic standards, so that all students demonstrate at least proficiency on the State's academic standards through activities which may include:
      - i. strategies to improve students' skills outside the academic subject areas;
      - ii. preparation for and awareness of opportunities for postsecondary education and the workforce;
      - iii. implementation of a schoolwide tiered model to prevent and address problem behavior;
      - iv. professional development and other activities for teachers, paraprofessionals, and other school personnel to improve instruction and use of data; and
      - v. strategies for assisting preschool children in the transition from early childhood education programs to local elementary school programs.
- C. Proposed expenditures, based on the projected resource allocation from the governing board or body of the local educational agency (may include funds allocated via the ConApp, federal funds for CSI, any other state or local funds allocated to the school), to address the findings of the needs assessment consistent with the state priorities, including identifying resource inequities, which may include a review of the LEAs budgeting, it's LCAP, and school-level budgeting, if applicable (described in Proposed Expenditures and Budget Summary). Employees of the schoolwide program may be deemed funded by a single cost objective.
- D. A description of how the school will determine if school needs have been met (described in the Expected Annual Measurable Outcomes and the Annual Review and Update).
1. Annually evaluate the implementation of, and results achieved by, the schoolwide program, using data from the State's annual assessments and other indicators of academic achievement;
  2. Determine whether the schoolwide program has been effective in increasing the achievement of students in meeting the State's academic standards, particularly for those students who had been furthest from achieving the standards; and
  3. Revise the plan, as necessary, based on the results of the evaluation, to ensure continuous improvement of students in the schoolwide program.

- E. A description of how the school will ensure parental involvement in the planning, review, and improvement of the schoolwide program plan (described in Educational Partner Involvement and/or Strategies/Activities).
- F. A description of the activities the school will include to ensure that students who experience difficulty attaining proficient or advanced levels of academic achievement standards will be provided with effective, timely additional support, including measures to
  - 1. Ensure that those students' difficulties are identified on a timely basis; and
  - 2. Provide sufficient information on which to base effective assistance to those students.
- G. For an elementary school, a description of how the school will assist preschool students in the successful transition from early childhood programs to the school.
- H. A description of how the school will use resources to carry out these components (described in the Proposed Expenditures for Strategies/Activities).
- I. A description of any other activities and objectives as established by the SSC (described in the Strategies/Activities).

Authority Cited: S Title 34 of the Code of Federal Regulations (34 CFR), sections 200.25-26, and 200.29, and sections-1114(b)(7)(A)(i)-(iii) and 1118(b) of the ESEA. EC sections 6400 et. seq.

# Appendix B:

## Plan Requirements for School to Meet Federal School Improvement Planning Requirements

For questions or technical assistance related to meeting Federal School Improvement Planning Requirements, please contact the CDE's School Improvement and Support Office at [SISO@cde.ca.gov](mailto:SISO@cde.ca.gov).

### Comprehensive Support and Improvement

The LEA shall partner with stakeholders (including principals and other school leaders, teachers, and parents) to locally develop and implement the CSI plan for the school to improve student outcomes, and specifically address the metrics that led to eligibility for CSI (Educational Partner Involvement).

The CSI plan shall:

1. Be informed by all state indicators, including student performance against state-determined long-term goals (Goal, Identified Need, Expected Annual Measurable Outcomes, Annual Review and Update, as applicable);
2. Include evidence-based interventions (Strategies/Activities, Annual Review and Update, as applicable) (For resources related to evidence-based interventions, see the U.S. Department of Education's "Using Evidence to Strengthen Education Investments" at <https://www2.ed.gov/policy/elsec/leg/essa/guidanceusesinvestment.pdf>);
3. Be based on a school-level needs assessment (Goal, Identified Need, Expected Annual Measurable Outcomes, Annual Review and Update, as applicable); and
4. Identify resource inequities, which may include a review of LEA- and school-level budgeting, to be addressed through implementation of the CSI plan (Goal, Identified Need, Expected Annual Measurable Outcomes, Planned Strategies/Activities; and Annual Review and Update, as applicable).

Authority Cited: Sections 1003(e)(1)(A), 1003(i), 1111(c)(4)(B), and 1111(d)(1) of the ESSA.

### Targeted Support and Improvement

In partnership with stakeholders (including principals and other school leaders, teachers, and parents) the school shall develop and implement a school-level TSI plan to improve student outcomes for each subgroup of students that was the subject of identification (Educational Partner Involvement).

The TSI plan shall:

1. Be informed by all state indicators, including student performance against state-determined long-term goals (Goal, Identified Need, Expected Annual Measurable Outcomes, Annual Review and Update, as applicable); and
2. Include evidence-based interventions (Planned Strategies/Activities, Annual Review and Update, as applicable). (For resources related to evidence-based interventions, see the U.S. Department of Education's "Using Evidence to Strengthen Education Investments" <https://www2.ed.gov/policy/elsec/leg/essa/guidanceusesinvestment.pdf>.)

Authority Cited: Sections 1003(e)(1)(B), 1003(i), 1111(c)(4)(B) and 1111(d)(2) of the ESSA.

## **Additional Targeted Support and Improvement**

A school identified for ATSI shall:

1. Identify resource inequities, which may include a review of LEA- and school-level budgeting, which will be addressed through implementation of its TSI plan (Goal, Identified Need, Expected Annual Measurable Outcomes, Planned Strategies/Activities, and Annual Review and Update, as applicable).

Authority Cited: Sections 1003(e)(1)(B), 1003(i), 1111(c)(4)(B), and 1111(d)(2)(c) of the ESSA.

## **Single School Districts and Charter Schools Identified for School Improvement**

Single school districts (SSDs) or charter schools that are identified for CSI, TSI, or ATSI, shall develop a SPSA that addresses the applicable requirements above as a condition of receiving funds (EC Section 64001[a] as amended by Assembly Bill [AB] 716, effective January 1, 2019).

However, a SSD or a charter school may streamline the process by combining state and federal requirements into one document which may include the local control and accountability plan (LCAP) and all federal planning requirements, provided that the combined plan is able to demonstrate that the legal requirements for each of the plans is met (EC Section 52062[a] as amended by AB 716, effective January 1, 2019).

Planning requirements for single school districts and charter schools choosing to exercise this option are available in the LCAP Instructions.

Authority Cited: EC sections 52062(a) and 64001(a), both as amended by AB 716, effective January 1, 2019.

## Appendix C: Select State and Federal Programs

**For a list of active programs, please see the following links:**

Programs included on the Consolidated Application: <https://www.cde.ca.gov/fg/aa/co/>

ESSA Title I, Part A: School Improvement: <https://www.cde.ca.gov/sp/sw/t1/schoolsupport.asp>

Available Funding: <https://www.cde.ca.gov/fg/fo/af/>

Developed by the California Department of Education, January 2019

# **SHARED TECHNOLOGY SERVICES AGREEMENT BETWEEN EDUTECH GROUP, LLC AND LAKESIDE UNION SCHOOL DISTRICT BOARD OF EDUCATION**

This Shared Services Agreement ("Agreement") is entered into between EduTech Group, LLC, a California limited liability company ("EduTech"), 2390-C Las Posas Rd. Unit 189, Camarillo, CA 93010, and the Lakeside Union School District Board of Education ("District"), 14535 Old River Rd, Bakersfield, CA 93311 (collectively, "Parties").

**WHEREAS**, EduTech is an education technology company focused on delivering curated EduTech products and shared technology services to United States schools, both public and private; and

**WHEREAS**, District is a board of education that provides high-quality public education to students within its designated territory; and

**WHEREAS**, the Parties desire to formalize this Agreement to allow EduTech to provide the delivery of shared technology services pursuant to this Agreement.

**NOW THEREFORE**, in consideration of the mutual promises and obligations contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

## **1. SHARED TECHNOLOGY SERVICES AND PERSONNEL**

- a. **Shared Technology Services:** EduTech shall provide District the shared technology services ("Shared Technology Services") set forth on Exhibit A attached hereto.
- b. **Exclusions; Third-Party Services:** Unless otherwise specifically stated on Exhibit A attached hereto, the District expressly acknowledges that the Shared Technology Services do NOT include any services related to security, such, as for example, the prevention or mitigation of computer viruses, data hacks, and cyber intrusions, and that the District is solely responsible for ensuring the security of its own data and computer systems. The District further acknowledges that the Shared Technology Services may require the availability of certain platforms and services that are provided and maintained by third parties (e.g., Google, Microsoft, Facebook, Twitter, etc.), and which platforms and services are subject to their own terms of use and policies. EduTech assumes no responsibility or liability for any interruption or termination of those third-party platforms or services, to the extent such interruption or termination was not caused by EduTech's actions, or for any changes to their terms of use or policies, and District agrees to release EduTech of any liability arising from or related to the same to the extent not caused by EduTech's actions.



- c. **Employees:** All technology personnel provided by EduTech pursuant to this Agreement shall remain EduTech employees. Without limitation to the foregoing, EduTech shall be responsible for, with respect to its own employees, all hiring practices, employee evaluations, and employee compensation and benefits and any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, workers' compensation, and unemployment insurance. EduTech expressly agrees by withholding or otherwise to pay as and when due both the employee's and the employer's contributions to the Ohio School Employees Retirement System, as applicable, for any personnel who are deemed or determined to be District employees by virtue of services provided under this Agreement and to pay any applicable interest, charges or penalties imposed upon the District or EduTech's for its failure to do so in a timely manner.

Any personnel supplied to the District under this Agreement must possess current state license/registration and/or certification, as applicable and appropriate for the services requested by and provided to the District. EduTech shall provide the District with a copy of any and all license/registration and/or certification of such personnel. Any personnel supplied to the District under this Agreement must also meet EduTech and District conditions of employment regarding health clearance, provision of professional references, and any other applicable hiring criteria, documentation of which will be kept in the EduTech employee file.

- d. **Right to Dismiss.** If the District or its designee determines that any personnel provided by EduTech, has engaged in misconduct, has failed a background check with a disqualifying offense, or has been negligent, District may require such personnel to leave the District's premises/no longer work with the District, and will notify EduTech immediately. The District's obligation to compensate EduTech for such personnel's services will be limited to the number of hours actually worked. Upon the District's request and approval, EduTech must replace removed personnel with competent personnel.
- e. **Facilities and Equipment:** During the term of this Agreement, EduTech personnel may enter District facilities and access District equipment solely for the purpose of performing the Shared Technology Services consistent with the terms of this Agreement. District disclaims any warranty, guarantee, or representation with respect to the nature and condition of the facilities and equipment.
- f. **Materials and Supplies:** District shall provide the software, equipment, systems, materials, and supplies necessary for EduTech to perform the Shared Technology Services. EduTech shall advise the District regarding

any additional software, equipment, systems, materials and supplies that may be necessary for EduTech to perform the Shared Technology Services. All software, equipment, and systems purchased or otherwise provided by District under this Agreement shall remain the property of District, and subject to the District's acceptable use policy. District hereby represents and warrants that EduTech shall have full right and license (including any licenses from third parties) to use any software, equipment, systems, materials, or supplies provided by District for the sole purpose of performing the Shared Technology Services.

- g. **Access and Use:** District shall provide EduTech personnel with the necessary access, work space, passwords, and codes to provide the Shared Technology Services.
- h. **Cooperation:** All District personnel shall cooperate with EduTech in implementing the Shared Technology Services, and District shall comply with all reasonable requests of EduTech necessary to the performance of EduTech's duties under this Agreement. However, under no circumstances shall EduTech personnel manage, direct, discipline, transfer, suspend, lay off, recall, promote, discharge, assign, reward, evaluate, or otherwise supervise District personnel.

## 2. **PAYMENT AND REIMBURSEMENT**

In exchange for the Shared Technology Services during the initial twenty-four (24) month term of this Agreement, the District shall pay to EduTech the sum of Seventy-Five Thousand Two Hundred dollars (\$75,200), payable in equal quarterly installments, with each installment due no later than one calendar month prior to the end of the quarter, pursuant to the payment schedule attached hereto as Exhibit B.

In addition, subject to prior approval by the District, the District shall reimburse EduTech upon request for all reasonable and ordinary out-of-pocket expenses incurred by EduTech specifically on behalf and for the benefit of the District.

All payments tendered by the District under this Agreement shall be made payable to "EduTech Group, LLC" and delivered to EduTech Group, LLC, 130-A Cochran St., Simi Valley, CA, 93065.

## 3. **TERM**

The term of this Agreement shall be twenty four (24) months, commencing as of the date of this Agreement, which term shall extend automatically for successive six (6) month periods (in each case, an "**Extension Period**") unless either party provides notice of termination to the other party no less than forty-five (45) days before commencement of the Extension Period. This Agreement shall also be

subject to termination as provided in Section 4 below. In the event of an extension pursuant to this Section, the payment amount will remain the same as the amount stated in Section 2, above, and Exhibit B, unless the parties mutually agree to a revised payment schedule.

#### **4. TERMINATION**

The District's failure to make payment when due shall constitute a breach of this Agreement. If such breach is not cured within thirty (30) business days, then EduTech may, at its option, elect to either: (i) suspend all Shared Technology Services until all past due amounts are paid, during which time EduTech shall remain entitled to payment as though EduTech had provided the Shared Technology Services; or (ii) terminate this Agreement, effective immediately, at which time any outstanding balance due on the date of termination shall be made on a pro rata basis. Notwithstanding the foregoing, EduTech's failure to exercise either of these remedies shall not constitute a waiver of the same.

#### **5. CRIMINAL RECORDS CHECKS ON EMPLOYEES**

EduTech shall ensure that all personnel complete and pass a background check done pursuant to O.R.C. 3319.39 and 3319.391 and applicable state regulations at the District's direction and EduTech's expense. Any personnel with a disqualifying offense shall immediately be removed from the District.

#### **6. CONFIDENTIALITY/EDUCATION AND STUDENT RECORDS**

- a. The Parties acknowledge that in the course of performing their obligations under this Agreement, they may obtain certain confidential and proprietary information about the other Party, including student personally identifiable information which is designated as confidential under applicable law ("Confidential Information"). The Parties agree that they will only use Confidential Information of the other Parties in the performance of their obligations under this Agreement and that they will not, at any time during or following the term of this Agreement, divulge, disclose or communicate any Confidential Information to any other person, firm, corporation or organization or otherwise use the Confidential Information for any purpose whatsoever without the prior written consent of the disclosing Party.
- b. Confidential Information does not include information which is: (a) in the public domain other than by a breach of this Section on the part of the recipient; (b) rightfully received from a third party without any obligation of confidentiality; (c) rightfully known to the recipient without any limitation on use or disclosure prior to its receipt from the disclosing party; (d) independently developed by the recipient; or (e) disclosed pursuant to the order or requirement of a court, administrative agency or other government body.

## **7. RELATIONSHIP BETWEEN THE PARTIES**

- a. **Independent Contractor:** This Agreement is made with EduTech as an independent contractor and not as an employee or affiliate of District.
- b. **Separate Entities:** At all times, the relationship of the Parties shall be as separate entities.
- c. **Not a Joint Venture:** Nothing contained in this Agreement shall be deemed to be interpreted as a partnership or joint venture or any other arrangement whereby one of the Parties is authorized to act as an agent for another.
- d. **Employees:** Employees of the Parties shall remain employees of their respective employers and such employers shall have supervisory and all other responsibility for its respective employees.

## **8. NO THIRD PARTY BENEFICIARY**

This Agreement is only for the benefit of the Parties and shall not be construed as or deemed to operate as an agreement for the benefit of any third party or parties, and no third party or parties shall have a right of action obtain any right to benefits or position of any kind for any reason whatsoever.

## **9. ASSIGNMENT**

The Parties shall not assign or otherwise transfer any of their interests, rights, or obligations in or under this Agreement without the prior written consent of the other Party.

## **10. NON-SOLICITATION**

During the term of this Agreement, the District shall not, without the prior written consent of EduTech, either directly or indirectly, on behalf of themselves or on behalf of others, solicit or attempt to solicit, divert or hire away any person employed by EduTech.

## **11. NOTICES**

- a. **Notices:** All notices, requests, demands, and other communications required or permitted to be given under this Agreement shall be in writing and mailed postage prepaid by certified or registered mail to the appropriate address indicated below.

EduTech: EduTech Group, LLC  
2390-C Las Posas Rd. Unit 189,  
Camarillo, CA 93010

District: Lakeside Union School District Board of Education  
("District"), 14535 Old River Rd, Bakersfield, CA 93311

- b. **Delivery:** All notices, requests, demands, and other communications shall be deemed to have been given at the time when delivered via registered or certified mail, postage prepaid, and addressed to the party at the address set forth above, or to such changed address as a party may have fixed by notice to the other party hereto; provided, however, that any change of notice of address shall be effective only upon receipt.

## **12. DISPUTES**

Should a dispute arise regarding the terms or services rendered under this Agreement, the Parties agree they shall meet at a mutually beneficial time and location and attempt, in good faith, to resolve the dispute through discussion.

## **13. WAIVER**

The failure of any party to insist on strict compliance with this Agreement, or to exercise any right or remedy hereunder, shall not constitute a waiver of any rights contained herein or estop any party from thereafter demanding full and complete compliance therewith, nor prevent any party from exercising any right or remedy in the future.

## **14. FORCE MAJEURE**

No Party shall be deemed to be in breach or default of any provision of this Agreement by reason of a delay or failure in performance due to acts of God, acts of governments, wars, riots, strikes, accidents in transportation, or other causes beyond the control of the Parties.

## **15. AMENDMENT**

No modifications, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by both parties.

## **16. GOVERNING LAW; ATTORNEY FEES**

This Agreement shall be governed by and construed under the laws of the State of Ohio. Venue for any action regarding this Agreement shall be any court of

competent jurisdiction located in Cuyahoga County, Ohio. In the event of any controversy or dispute arising from this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable expenses, including without limitation attorneys' fees and costs, actually incurred.

**17. NON-DISCRIMINATION**

Neither Party will discriminate on the basis of age, race, color, national origin, religion, sex, disability, being a qualified disabled veteran, being a qualified veteran of the Vietnam era, or any other category protected by law or District policy.

**18. COMPLIANCE WITH LAWS**

EduTech agrees that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations.

**19. ENTIRE AGREEMENT**

This Agreement constitutes the complete and exclusive Agreement between the Parties. No other promises or agreements of any kind have been made to cause the Parties to execute this Agreement.

**20. INSURANCE/RESPONSIBILITY**

- a. **Indemnification** EduTech agrees to indemnify and hold harmless the District, and its directors, officers, and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the negligent acts or omissions of EduTech, its directors, officers, employees (including, without limitation, the EduTech personnel providing services hereunder), or agents under this Agreement only.
- b. **Insurance and Attorney Fees:** Each Party shall maintain at its sole expense adequate insurance or self-insurance coverage to satisfy its obligations under this Agreement. Specifically, EduTech will maintain (at its sole expense), or require the individuals it provides under this Agreement to maintain, a valid policy of insurance evidencing general and professional liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, covering the negligent acts or omissions by EduTech or its personnel under and in connection with the provision of services under this Agreement which may give rise to liability. EduTech will provide to the District a certificate (or certificates) of insurance evidencing such coverage upon the execution and delivery of this Agreement and shall also provide to the District in writing of any termination or change in such insurance during the term of this Agreement.

21. **EXECUTION IN COUNTERPARTS:** This Agreement may be executed in counterparts, each of which shall be deemed an original and both of which together shall constitute one Agreement. True and correct copies, including facsimile, electronic, or PDF copies of signed counterparts, may be used in place of originals for any purpose and shall have the same force and effect as an original.

**IN WITNESS WHEREOF,** the Parties hereto have set their hands.

EduTech Group, LLC:

By \_\_\_\_\_  
CTO / General Manager Date \_\_\_\_\_

Lakeside Union School District:

By \_\_\_\_\_  
Board President (In his/her official capacity only) Date \_\_\_\_\_

And by \_\_\_\_\_  
Superintendent (In his/her official capacity only) Date \_\_\_\_\_

And by \_\_\_\_\_  
Treasurer (In his/her official capacity only) Date \_\_\_\_\_

\*This Agreement has no legal effect absent Board action

## EXHIBIT A

### SHARED TECHNOLOGY SERVICES

During the term and at the times specified in the Agreement to which this Exhibit A is attached, EduTech shall provide the following Shared Technology Services:

- Information Technology Director
  - Management of engineers and technicians providing services to the school
  - Technology Planning
  - Technology Project Management
  - Technology Purchasing
  - Advise on all purchases that use or contain technology
- Technology Programs Manager Consulting
  - Google Management Console Services
    - Creation of accounts
    - Management of all Google apps
- Network Operation Engineer Consulting
  - Monitor and repair network equipment
  - Implement networking best practices for performance and security
  - Configure and install new network equipment
  - Maintain and update school servers
  - Configure and install new servers
  - Maintain network firewall and filter

Any changes or additions to the above services shall be made in writing signed by both parties. District acknowledges and agrees that any such changes or additions to the above services may result in an increase to the regular compensation owed to EduTech under the Agreement.

EduTech Initials: \_\_\_\_\_ Date: \_\_\_\_\_

District Initials: \_\_\_\_\_ Date: \_\_\_\_\_



## EXHIBIT B

### 2024 TERM – PAYMENT SCHEDULE

Period	Months During Period	Payment Due Date	Payment Due
1	March 1, 2024 – May 31, 2024	March 1, 2024	\$9,400
2	June 1, 2024 – August 31, 2024	May 1, 2024	\$9,400
3	September 1, 2024 – November 30, 2024	August 1, 2024	\$9,400
4	December 31, 2024 – February 28, 2025	November 1, 2024	\$9,400
		<b>TOTAL</b>	<b>\$37,600</b>

### 2025 TERM – PAYMENT SCHEDULE

Period	Months During Period	Payment Due Date	Payment Due
1	March 1, 2025 – May 31, 2025	February 1, 2025	\$9,400
2	June 1, 2025 – August 31, 2025	May 1, 2025	\$9,400
3	September 1, 2025 – November 30, 2025	August 1, 2025	\$9,400
4	December 31, 2025 – February 28, 2026	November 1, 2025	\$9,400
		<b>TOTAL</b>	<b>\$37,600</b>

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

**INDEPENDENT CONTRACTOR AGREEMENT FOR SPECIAL SERVICES**

This Independent Contractor Agreement for Special Services ("Agreement") is made and entered into on, May 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 as the "Contractor" (hereinafter referred to collectively as, "Parties".) for Summer 2024 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 May 1, 2024 and will continue until August 1, 2024 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 One Hundred Forty Thousand, Two Hundred Eighty-One Dollars (\$140,281) for the 2024 Summer Program ("Total Compensation"). The Total Compensation shall be paid to the Contractor over the 2024 Summer Program, which shall consist of Thirty-Five (35) days. The District shall pay the Contractor according to the following terms and conditions on the following date:

**June 1, 2024 (\$70,140)**

**July 1, 2024 (\$70,140)**

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 Nineteen (19) staff members to provide services under this Agreement as follows:

- **Suburu Elementary School (19)**

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 is 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
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments  Each Occurrence  General Aggregate	\$5,000  \$2,000,000  \$2,000,000
<b>Automobile Liability Insurance – Any Auto</b>  Each Occurrence  General Aggregate	\$2,000,000  \$2,000,000
<b>Workers Compensation</b>	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 5 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: \_\_\_\_\_

**Suburu 2024 Summer Program June 3 - July 19 (150 Students)**

**Staffing Budget (33 School Days and 2 Days Training)**

LOCATION	# OF EMPLOY.	Rate	Hours	Days	PST (1 hr for every 30 up to 40 hrs)	SUBTOTAL	PAYROLL TAX / INSUR.	TOTAL
<b>AM</b> Activity Leaders	8	18	5.5	35	\$5,760	\$33,480	\$8,159	\$41,639
<b>PM</b> Activity Leaders	8	18	5.5	35	\$5,760	\$33,480	\$8,159	\$41,639
<b>AM</b> Program Director	1	22	5	35	\$880	\$4,730	\$1,153	\$5,883
<b>PM</b> Program Director	1	22	5	35	\$880	\$4,730	\$1,153	\$5,883
Area Program Director	1	30	8	35	\$1,200	\$9,600	\$2,340	\$11,940
Supplies								\$15,000
<b>Subtotal</b>						<b>\$86,020</b>	<b>\$20,963</b>	<b>\$121,983</b>
Administrative	15% Administrative Costs							\$ 18,297
<b>Total</b>								<b>\$140,281</b>
<b>Program</b>	<b>Morning Team</b>	<b>Afternoon Team</b>						
<b>Monday - Friday</b>	7:00 a.m. - 12:00 p.m.	12:00 p.m. - 5:00 p.m.						

**RESOLUTION NO. 04092024**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE  
LAKESIDE UNION SCHOOL DISTRICT  
PRESCRIBING THE TERMS AND AUTHORIZING THE SALE AND  
ISSUANCE OF MEASURE I BONDS AND RELATED ACTIONS**

**WHEREAS**, pursuant to California Education Code sections 5304, 5322 and 15264 et seq., Article XIII A, Section 1(b), and Article XVI, Section 18(b), of the California Constitution, the Board of Trustees (the “Board”) of the Lakeside Union School District (the “District”) adopted its Resolution No. 07312008 on July 31, 2008, ordering a school bond election, which was then held in the District on November 4, 2008;

**WHEREAS**, the measure for incurring bonded indebtedness was submitted to the voters at the election and abbreviated on the ballot as follows:

MEASURE I: “To improve the local quality of education, student learning and safety in neighborhood schools, shall Lakeside Union School District upgrade classroom computers, technology, science space, and equipment, improve school safety/security, repair/replace deteriorated roofs, plumbing, lighting, electrical and building systems, and replace the existing special tax, by issuing \$22,500,000 in bonds at legal rates, qualifying for State matching funds, with mandatory audits, independent citizens’ oversight, no administrator salaries, and all funds benefiting Lakeside and Suburu School communities?”

BONDS-YES

BONDS-NO

**WHEREAS**, Measure I was approved by the requisite percentage of voters of the District;

**WHEREAS**, the District, with the consent of the Board of Supervisors of the County of Kern (the “County”), previously authorized and issued the first series of general obligation bonds authorized by Measure I (the “Measure I Bonds”) in the aggregate principal amount of \$3,637,361.60, and designated as Lakeside Union School District (Kern County, California) 2008 Election General Obligation Bonds, 2009 Series A;

**WHEREAS**, the District previously authorized and issued a second series of the Measure I Bonds in the aggregate principal amount of \$10,327,555.90, and designated as Lakeside Union School District (Kern County, California) 2008 Election General Obligation Bonds, 2013 Series A;

**WHEREAS**, the District previously authorized and issued a third series of the Measure I Bonds in the aggregate principal amount of \$1,700,000, and designated as Lakeside Union School District (Kern County, California) General Obligation Bonds, Election of 2008, Series 2020;

**WHEREAS**, the Board has determined that it is necessary and desirable to issue and sell a fourth series of the Measure I Bonds, such series of the Measure I Bonds to be designated generally the "Lakeside Union School District (Kern County, California) General Obligation Bonds, Election of 2008, Series 2024" (the "Bonds"), in an aggregate principal amount set for the below, according to the terms and in the manner hereinafter set forth;

**WHEREAS**, all acts, conditions and things required by law to be done or performed have been done and performed in strict conformity with the laws authorizing the issuance of the Bonds of the District; and

**WHEREAS**, the indebtedness of the District, including the proposed issuance of the Bonds, is within all limits prescribed by law.

**NOW, THEREFORE**, be it resolved by the Board of Trustees of the Lakeside Union School District, as follows:

**Section 1. Recitals.** The Board hereby finds and determines that the foregoing recitals are true and correct.

**Section 2. Bonds; Issue Authorized.** The Board hereby authorizes the issuance of the Bonds in an aggregate principal amount not to exceed \$3,500,000. The District is issuing the Bonds pursuant to the terms of Article 4.5, Chapter 3, Part 1, Division 1, Title 1 of the California Government Code (commencing with Section 53506). The estimated costs of issuance of the Bonds (including estimates of compensation for the underwriter) are set forth in Exhibit A, attached hereto, as the finance charge. If financially efficient, the underwriter may purchase bond insurance for the Bonds at its own option and expense. Other terms and conditions of the Bonds and their execution, issuance, and sale, not prescribed by Article 4.5 referred to above, shall be governed by the relevant provisions of the Government Code and Education Code.

**Section 3. Approval of First Supplemental Paying Agent Agreement.** The Board hereby approves the form of the First Supplemental Paying Agent Agreement for the Bonds (the "Paying Agent Agreement") between the District and Zions Bancorporation, National Association (the "Paying Agent"), as presented to this meeting and on file with the Secretary of the Board. The President, Vice President, and Secretary of the Board, the Superintendent, and the Business Manager (the "Designated Officers"), or their designees, and each of them individually, are hereby authorized for and in the name of and on behalf of the District, to execute and deliver to the Paying Agent, the Paying Agent Agreement in substantially that form, with such changes therein as the Designated Officer or Officers executing the Paying Agent Agreement, with the advice of Parker & Covert LLP ("Bond Counsel"), may require or approve. The execution of the Paying Agent Agreement by a Designated Officer or Officers shall constitute conclusive evidence of such officer's or officers' and the Board's approval of such changes. The date, respective principal amounts of each maturity, the interest rates, interest payment dates, denominations, form, registration privileges, place or places of payment, terms of redemption, and other terms of the Bonds shall be as provided in the Paying Agent Agreement, as finally executed.

**Section 4. Approval of Method of Sale and Bond Purchase Agreement.** The Board hereby approves and authorizes Government Financial Services Joint Powers Authority (the "Public Finance Consultant") to conduct a negotiated sale of the Bonds following a competitive bidding process to select, with the approval of a Designated Officer, a firm or firms to underwrite the Bonds. The Board hereby further authorizes the sale of the Bonds with an underwriter's discount, net of the cost of bond insurance, if any, in an amount not to exceed 2.0% of the principal amount of the Bonds. The method of sale described above has been selected by the Board since it offers greater flexibility than a public sale process in setting and changing the time and terms of the sale.

The Board hereby further approves the form of the Bond Purchase Agreement relating to the Bonds (the "Bond Purchase Agreement") between the District and the underwriter to be designated in the Bond Purchase Agreement (the "Underwriter"), in the form as presented to this meeting, and on file with the Secretary of the Board. The Designated Officers, or their designees, and each of them individually, are hereby authorized for and in the name of and on behalf of the District, to negotiate the final terms of the sale of the Bonds with the Underwriter, selected by such Designated Officers, upon the recommendation of the District's Public Finance Consultant, and based on a competitive bidding process conducted by the Public Finance Consultant. Further, the Designated Officers, or their designees, and each of them individually, are hereby authorized for and in the name of and on behalf of the District, to sell the Bonds pursuant to the Bond Purchase Agreement, and to execute and deliver to the Underwriter, the Bond Purchase Agreement in substantially that form, with such changes therein as the Designated Officer or Officers executing the Bond Purchase Agreement, with the advice of Bond Counsel, may require or approve. The execution of the Bond Purchase Agreement by a Designated Officer or Officers shall constitute conclusive evidence of such officer's or officers' and the Board's approval of such changes.

**Section 5. Approval of Continuing Disclosure Certificate.** The Board hereby approves the form of the Continuing Disclosure Certificate relating to the Bonds (the "Continuing Disclosure Certificate"), as presented to this meeting and on file with the Secretary of the Board. The Designated Officers, or their designees, and each of them individually, are hereby authorized for and in the name of and on behalf of the District, to execute and deliver to the other parties thereto, the Continuing Disclosure Certificate in substantially that form, with such changes therein as the Designated Officer or Officers executing the Continuing Disclosure Certificate, with the advice of Bond Counsel, may require or approve. The execution of the Continuing Disclosure Certificate by a Designated Officer or Officers shall constitute conclusive evidence of such officer's or officers' and the Board's approval of such changes.

**Section 6. Official Statement.** The Board hereby approves the form of the Preliminary Official Statement relating to the Bonds (the "Preliminary Official Statement"), with such additions, changes, and deletions as permitted hereunder and under applicable law (the "Official Statement"), presented to this meeting and on file with the Secretary of the Board. The Designated Officers, or their designees, and each of them individually, are hereby authorized and directed to execute the Official Statement in substantially that form, with such changes as the Designated Officer or Officers, upon the advice of the Public Finance Consultant, may require or approve. The execution of the Official Statement by a Designated Officer or Officers shall constitute conclusive evidence of such officer's or officers' and the Board's approval of such changes. The Board hereby authorizes and directs the Public Finance Consultant to distribute

copies of the Preliminary Official Statement to underwriters, who in turn may distribute copies of the Preliminary Official Statement to persons who may be interested in the purchase of the Bonds, and authorizes and directs the Underwriter to deliver copies of the final Official Statement to all purchasers of the Bonds. The Board hereby authorizes and directs the Designated Officer or Officers to deliver to the Underwriter certification to the effect that the Board deems the Preliminary Official Statement, with such changes approved by the Designated Officer or Officers, to be final and complete as of its date, except for certain final pricing and related information that may be omitted pursuant to Rule 15c2-12 of the Securities and Exchange Commission.

**Section 7. Valid Obligations.** The Board hereby determines that all acts and conditions necessary to be performed by the District or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid, and binding general obligations of the District have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law, including compliance with Government Code section 5852.1 (with good faith estimates set forth in Exhibit A attached hereto); that the full faith and credit of the District are hereby pledged for the timely payment of the principal and interest on the Bonds; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds.

**Section 8. Paying Agent's Fees.** In accordance with Education Code section 15232, the District hereby requests the Board of Supervisors of the County to include within the annual tax levy for the Bonds the fees and expenses payable to the Paying Agent.

**Section 9. Building Fund and Debt Service Fund.** (A) **Building Fund.** The District shall create and/or maintain, or cause to be created and maintained, the "Lakeside Union School District, General Obligation Bonds, Election of 2008 Building Fund" (the "Building Fund"), and keep the fund separate and distinct from all other District and County funds. The District shall deposit, or cause to be deposited, the proceeds of the sale of the Bonds (except any premium or accrued interest received from the sale) into the Building Fund for use by the District to pay the costs of the school facilities described in the bond measure approved by the voters of the District, and to pay costs of issuance of the Bonds.

(C) **Debt Service Fund.** The District hereby requests that the County Auditor-Controller (the "Auditor-Controller") establish and create and/or maintain the "Lakeside Union School District, General Obligation Bonds, Election of 2008 Debt Service Fund" (the "Debt Service Fund") and keep the fund separate and distinct from all other District and County funds. The District shall deposit, or cause to be deposited, any premium received from the sale of the Bonds into the Debt Service Fund. The District hereby further requests that the County Treasurer and Tax Collector (the "Treasurer") and the Auditor-Controller withdraw from the Debt Service Fund and transfer to the Paying Agent at the times requested by the District the amounts required to pay debt service on the Bonds and to pay the fees and expenses of the Paying Agent.

**Section 10. Identification of Professionals Involved.** The Board hereby approves the firm of Government Financial Services Joint Powers Authority to act as Public Finance Consultant; Zions Bancorporation, National Association to act as Paying Agent; and the firm of Parker & Covert LLP, to act as Bond Counsel and disclosure counsel to the District, with respect to the sale and delivery of the Bonds.



**Section 11. Designation as Qualified Tax-Exempt Obligation.** The Board reasonably anticipates that the District and all subordinate entities and all entities that issue obligations on its behalf will not issue more than ten million dollars (\$10,000,000) of tax exempt obligations (excluding private activity bonds) during the current calendar year. The Board hereby designates the obligations represented by the Bonds as qualified tax exempt obligations within the meaning of Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended.]

**Section 12. Official Intent.** The District intends to undertake the construction, repair and acquisition of school facilities and equipment, described in Measure I recited above, to serve the District (the "Improvements"). The District intends to use the proceeds of its Bonds described in this Resolution to finance the Improvements. The District expects to pay certain capital expenditures (the "Reimbursement Expenditures") in connection with the Improvements prior to the issuance by it of the indebtedness for the purpose of financing the costs of the Improvements on a long-term basis. The District reasonably expects that the Bonds debt obligations will be issued by it for the purpose of financing the cost of the Improvements on a long-term basis, and that certain of the proceeds of such debt obligations will be used to reimburse the District for the Reimbursement Expenditures.

The Board hereby declares the District's official intent to use a portion of the proceeds of the proposed indebtedness to reimburse the District for the Reimbursement Expenditures. The foregoing statement is a declaration of official intent that is made under and only for the purpose of establishing compliance with the requirements of Treasury Regulations section 1.150-2 and Section 54A(d)(2)(D) of the Internal Revenue Code of 1986, as amended.

**Section 13. Authorization of Officers to Execute Documents.** The Board hereby authorizes and directs the Designated Officers or their respective designees, and each of them individually, to do any and all things, to take any and all actions, and to execute and deliver any and all documents that they may deem necessary or advisable, in order to complete the sale, issuance, and delivery of the Bonds, and otherwise to carry out, give effect to, and comply with the terms and intent of this Resolution. All documents previously executed, or actions heretofore taken by such officers and staff that are in conformity with the purposes and intent of this Resolution are hereby ratified, confirmed, and approved in all respects.

**Section 14.** **Effective Date.** This Resolution shall take effect immediately upon its passage.

**APPROVED, PASSED, AND ADOPTED** on April \_\_, 2024, by the Lakeside Union School District Board of Trustees, by the following vote:

AYES \_\_\_\_\_

NOES \_\_\_\_\_

ABSENT \_\_\_\_\_

ABSTAIN \_\_\_\_\_

**LAKESIDE UNION SCHOOL DISTRICT**

By: \_\_\_\_\_  
President of the Board of Trustees

**ATTEST:**

By: \_\_\_\_\_  
Secretary of the Board of Trustees

## **EXHIBIT A**

### **GOOD FAITH ESTIMATES (California Government Code section 5852.1)**

#### **General Obligation Bonds Election of 2008, Series 2024**

Supplemental to the terms and conditions of the Bonds set forth in this Resolution, the good faith estimates set forth in this Exhibit A are provided with respect to the Bonds in compliance with California Government Code section 5852.1. Such good faith estimates have been provided to the District by Government Financial Services Joint Powers Authority, the District's Public Finance Consultant (as identified in Section 4 of this Resolution), acting as the District's financial advisor under Education Code section 15146(b)(1)(C).

*True Interest Cost of the Bonds.* The Public Finance Consultant has informed the District that, assuming the estimated principal amount of \$3,500,000 is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the true interest cost of the Bonds, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the Bonds, is 4.33%.

*Finance Charge of the Bonds.* The Public Finance Consultant has informed the District that, assuming the estimated principal amount of \$3,500,000 is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the finance charge for the Bonds, which means the sum of all fees and charges paid to third parties (or costs associated with the Bonds), is \$229,000.

*Amount of Proceeds to Be Received.* The Public Finance Consultant has informed the District that, assuming the estimated principal amount of \$3,500,000 is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the amount of proceeds expected to be received by the District for sale of the Bonds, less the finance charge of the Bonds, as estimated above, and any reserves or capitalized interest paid or funded with proceeds of the Bonds, is \$2,793,800.

*Total Payment Amount.* The Public Finance Consultant has informed the District that, assuming the estimated principal amount of \$3,500,000 is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the total payment amount, which means the sum total of all payments the District will make to pay debt service on the Bonds, plus the finance charges for the Bonds, as described above, not paid with proceeds of the Bonds, calculated to the final maturity of the Bonds, is \$5,358,937.

The foregoing estimates constitute good faith estimates only. The actual principal amount of the Bonds issued and sold, the true interest cost thereof, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to (a) the actual date of the sale of the Bonds being different than

the date assumed for purposes of such estimates, (b) the actual principal amount of Bonds sold being different from the estimated principal amount of \$3,500,000, (c) the actual amortization of the Bonds being different than the amortization assumed for purposes of such estimates, (d) the actual market interest rates at the time of sale of the Bonds being different than those estimated for purposes of such estimates, (e) other market conditions, or (f) alterations in the District's financing plan, or a combination of such factors. The actual date of sale of the Bonds and the actual principal amount of Bonds sold will be determined by the District based on the need for project funds and other factors. The actual interest rates borne by the Bonds will depend on market interest rates at the time of sale thereof. The actual amortization of the Bonds will also depend, in part, on market interest rates at the time of sale thereof. Market interest rates are affected by economic and other factors beyond the control of the District.

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**FIRST SUPPLEMENTAL PAYING AGENT AGREEMENT**

**between**

**LAKESIDE UNION SCHOOL DISTRICT**

**and**

**ZIONS BANCORPORATION, NATIONAL ASSOCIATION,  
as Paying Agent**

**Dated as of May 1, 2024**

**\$(PAR AMOUNT)  
LAKESIDE UNION SCHOOL DISTRICT  
(KERN COUNTY, CALIFORNIA)  
GENERAL OBLIGATION BONDS  
ELECTION OF 2008, SERIES 2024**

Supplemental to the Paying Agent Agreement dated as of December 1, 2020, relating to the:

**\$1,700,000  
LAKESIDE UNION SCHOOL DISTRICT  
(KERN COUNTY, CALIFORNIA)  
GENERAL OBLIGATION BONDS  
ELECTION OF 2008, SERIES 2020**

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## **FIRST SUPPLEMENTAL PAYING AGENT AGREEMENT**

(Supplemental to the Paying Agent Agreement dated as of December 1, 2020 relating to the Lakeside Union School District (Kern County, California), General Obligation Bonds, Election of 2008, Series 2020 in the aggregate principal amount of \$1,700,000)

This First Supplemental Paying Agent Agreement, dated as of May 1, 2024 (the "First Supplemental Paying Agent Agreement"), is entered into between the LAKESIDE UNION SCHOOL DISTRICT, a school district duly established and existing under the Constitution and laws of the State of California (the "District"), and ZIONS BANCORPORATION, NATIONAL ASSOCIATION, a political subdivision of the State of California (the "Paying Agent").

### **WITNESSETH:**

**WHEREAS**, the District is authorized pursuant to Education Code sections 15264 et seq. and Government Code sections 53506 et seq. and the approving vote of its qualified electors at an election held on November 4, 2008 (the "2008 Election"), to issue or have issued on its behalf general obligation bonds (the "2008 Election Bonds") in an aggregate principal amount not exceeding \$22,500,000;

**WHEREAS**, the District, with the consent of the Board of Supervisors of the County of Kern, previously authorized and issued the first series of the 2008 Election Bonds in the aggregate principal amount of \$3,637,361.60, and designated as Lakeside Union School District (Kern County, California) 2008 Election General Obligation Bonds, 2009 Series A (the "Series 2009 Bonds");

**WHEREAS**, the District previously authorized and issued a second series of the 2008 Election Bonds in the aggregate principal amount of \$10,327,555.90, and designated as Lakeside Union School District (Kern County, California) 2008 Election General Obligation Bonds, 2013 Series A (the "Series 2013 Bonds");

**WHEREAS**, the District previously authorized and issued a third series of the 2008 Election Bonds in the aggregate principal amount of \$1,700,000, and designated as Lakeside Union School District (Kern County, California) General Obligation Bonds, Election of 2008, Series 2020 (the "Series 2020 Bonds") pursuant to the terms of a Paying Agent Agreement by and between the District and Zions Bancorporation, National Association, dated as of December 1, 2020 (the "2020 Paying Agent Agreement," and together with this First Supplemental Paying Agent Agreement, the "Paying Agent Agreement");

**WHEREAS**, the District intends to issue its fourth series of the 2008 Election Bonds (the "Series 2024 Bonds") in an aggregate principal amount of \_\_\_\_\_ Dollars (\$[PAR AMOUNT]), pursuant to Government Code sections 53506 et seq. and Education Code sections 15264 et seq., to pay the cost of the acquisition, construction, and completion of improvements described in the measure approved in the 2008 Election, including (i) all necessary legal, financial, engineering, and contingent costs in connection therewith; and

(ii) certain legal, accounting, and financing expenses incurred in connection with the issuance of the Series 2024 Bonds;

**WHEREAS**, the District and the Paying Agent have determined to enter into this First Supplemental Paying Agent Agreement in order to provide for the authentication and delivery of the Series 2024 Bonds, to establish and declare the terms and conditions upon which the Series 2024 Bonds shall be issued and secured, and to secure the payment of the principal thereof and premium (if any) and interest thereon;

**WHEREAS**, the execution and delivery of this First Supplemental Paying Agent Agreement have in all respects been duly and validly authorized by a resolution duly passed and approved by the District; and

**WHEREAS**, the District has determined that all acts, conditions, and things required by law and by the Paying Agent Agreement, including Article 4 (Issuance and Delivery of Additional Series of Bonds), to exist, to have happened, and to have been performed precedent to and in connection with the execution and the entering into of this First Supplemental Paying Agent Agreement do exist, have happened, and have been performed in regular and due time, form, and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this First Supplemental Paying Agent Agreement.

**NOW, THEREFORE, THIS FIRST SUPPLEMENTAL PAYING AGENT AGREEMENT WITNESSETH** that, in order to secure the payment of the principal of and the interest on all Bonds (as defined in Section 1.1 (Definitions)) at any time issued, authenticated, and delivered hereunder, and to provide the terms and conditions under which all property, rights, and interests hereby assigned and pledged are to be dealt with and disposed of, and to secure performance and observance of the terms, conditions, covenants, and agreements hereinafter expressed, and in consideration of the promises and of the material covenants herein contained, and of the purchase and acceptance of the Bonds by the Owners (as defined in Section 1.1 (Definitions)) thereof, and for other valuable consideration, the receipt of which is hereby acknowledged, the District does hereby agree and covenant with the Paying Agent for the benefit of the respective Owners, from time to time, of the Bonds, or any part thereof, as follows:

#### **Definitions.**

Capitalized terms used herein and not defined herein shall have the definitions ascribed to such terms by the 2020 Paying Agent Agreement. As used in this First Supplemental Paying Agent Agreement, unless the context otherwise requires, the following words and phrases shall have the following meanings:

**Project** means the acquisition, construction, and completion of improvements described in the measure approved in the 2008 Election.

**Series 2024 Bonds** means the Lakeside Union School District (Kern County, California) General Obligation Bonds, Election of 2008, Series 2024.

#### **Supplemental Provisions.**



Amendment to Section 3.1(E).

(B) Section 3.1(E) of the Paying Agent Agreement is hereby amended and restated as follows to correct the semiannual interest payment dates:

**Section 3.1(E) Terms and Forms of Series 2020 Bonds – Principal and Interest Payments.**

The principal or Redemption Price of the Series 2020 Bonds shall be payable to the Owner thereof upon surrender thereof in lawful money of the United States of America at the Paying Agent's Office or, as provided in Section 3.2(E) (Book- Entry Provisions – Payments to Depository), by wire transfer to an account within the United States on each principal and Mandatory Redemption Payment date to "Cede & Co." or its registered assign, as sole registered Owner. Interest on the Series 2020 Bonds shall be payable on June 1, 2021, and thereafter semiannually on June 1 and December 1 of each year, by check mailed or, as provided in Section 3.2(E) (Book Entry Provisions – Payments to Depository) and upon the written request of any Owner of one million dollars (\$1,000,000) or more in aggregate principal amount of Series 2020 Bonds who has provided the Paying Agent with wire transfer instructions to an account within the United States on or before the applicable Regular Record Date, by wire transfer on each Interest Payment Date to the Owner thereof to an account within the United States of America as of the close of business on the Regular Record Date.

Addition of Article 13.

The following Article and Sections are hereby added to the Paying Agent Agreement:

**ARTICLE 13  
THE SERIES 2024 BONDS**

**Terms and Form of Series 2024 Bonds.**

(A) Authorization and Title of Series 2024 Bonds. The District hereby creates the Series 2024 Bonds as an additional series of Bonds and designates it "Lakeside Union School District (Kern County, California) General Obligation Bonds, Election of 2008, Series 2024." At any time after the execution and delivery of this First Supplemental Paying Agent Agreement, the District may execute and the Paying Agent shall authenticate and deliver the Series 2024 Bonds in an aggregate principal amount of \$[PAR AMOUNT].

(B) Form of Series 2024 Bonds. The form of the Series 2024 Bonds shall be substantially as set forth in *Exhibit A*, with such insertions, omissions, substitutions, and variations as may be determined by the officers executing the same, as

evidenced by their execution thereof, to reflect the applicable terms of the Series 2024 Bonds established by this Article.

(C) Book-Entry Form; Denominations. The Series 2024 Bonds shall be issued as Current Interest Bonds, in fully registered form, in denominations of five thousand dollars (\$5,000) or any integral multiple thereof. The Series 2024 Bonds shall be initially issued registered in the name of "Cede & Co.," as nominee of DTC. The Series 2024 Bonds shall be evidenced by one Series 2024 Bond maturing on each of the maturity dates as set forth below in this Section in a denomination corresponding to the total principal amount of the Series 2024 Bonds to mature on such date. Registered ownership of the Series 2024 Bonds, or any portion thereof, may not thereafter be transferred except as set forth in Section 3.2 (Book-Entry Provisions). The Series 2024 Bonds shall bear such distinguishing numbers and letters as may be specified by the District.

(D) Date; Interest Accrual; Maturity Dates; Interest Rates. The Series 2024 Bonds shall be dated their date of delivery, shall bear interest from such date at the following rates per annum, and shall mature on June 1 in the following years in the following amounts:

<b>Maturity Date</b> <b>(June 1)</b>	<b>Principal</b> <b><u>Amount</u></b>	<b>Interest</b> <b><u>Rate</u></b>
	\$	%

Interest on the Series 2024 Bonds shall be calculated on the basis of a 360-day year comprising twelve (12) thirty (30) day months. Each Series 2024 Bond will bear interest from the Interest Payment Date next preceding the date of authentication thereof, unless (i) it is authenticated as of a day during the period after the Regular Record Date to that Interest Payment Date, both dates inclusive, in which event it will bear interest from such Interest Payment Date; or (ii) unless it is authenticated on or before November 15, 2024, in which event it will bear interest from the date of delivery, provided, that if, at the time of authentication of any Series 2024 Bond, interest is in default thereon, such Series 2024 Bond will bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment. The Regular Record Date for the Series 2024 Bonds shall be the fifteenth (15<sup>th</sup>) day of the calendar month immediately preceding the relevant Interest Payment Date, whether or not such day is a Business Day.

(E) Principal and Interest Payments. The principal or Redemption Price of the Series 2024 Bonds shall be payable to the Owner thereof upon surrender

thereof in lawful money of the United States of America at the Paying Agent's Office or, as provided in Section 3.2(E) (Book-Entry Provisions – Payments to Depository), by wire transfer on each principal and mandatory redemption payment date to "Cede & Co." or its registered assign, as sole registered Owner. Interest on the Series 2024 Bonds shall be payable on December 1, 2024, and thereafter semiannually on June 1 and December 1 of each year, by check mailed or, as provided in Section 3.2(E) (Book-Entry Provisions – Payments to Depository) and upon the written request of any Owner of one million dollars (\$1,000,000) or more in aggregate principal amount of Series 2024 Bonds who has provided the Paying Agent with wire transfer instructions, by wire transfer on each Interest Payment Date to the Owner thereof to an account within the United States of America as of the close of business on the Regular Record Date.

(F) Cessation of Interest Accrual. Interest on any Series 2024 Bond shall cease to accrue (i) on the maturity date thereof, provided that there has been irrevocably deposited with the Paying Agent an amount sufficient to pay the principal amount thereof, plus interest accrued thereon to such date; or (ii) on the redemption date thereof, provided there has been irrevocably deposited with the Paying Agent an amount sufficient to pay the Redemption Price thereof, plus interest accrued thereon to such date. The Owner of such Series 2024 Bond shall not be entitled to any other payment, and such Series 2024 Bond shall no longer be Outstanding and entitled to the benefits of this Paying Agent Agreement, except for the payment of the principal amount or Redemption Price, as appropriate, of such Series 2024 Bonds and interest accrued thereon from moneys held by the Paying Agent for such payment.

#### **Redemption of Series 2024 Bonds.**

(A) General. The Series 2024 Bonds shall be subject to redemption as provided in Article 5 (Redemption of Bonds) of the Paying Agent Agreement.

(B) Optional Redemption of Series 2024 Bonds. The Series 2024 Bonds maturing on or before June 1, 2032, are not subject to optional redemption prior to maturity. The Series 2024 Bonds maturing on or after June 1, 2033, are subject to redemption, at the option of the District, as a whole or in part among maturities on such basis as shall be designated by the District and by lot within each maturity, from any source of available funds, on any date on or after June 1, 2032, at a Redemption Price equal to the principal amount of the Series 2024 Bonds called for redemption, plus accrued interest to the date fixed for redemption, without premium.

#### **Application of Proceeds of Series 2024 Bonds.**

The District shall cause the proceeds of the sale of the Series 2024 Bonds to be deposited or transferred as follows:

(A) Building Fund. [UNDERWRITER] (the "Underwriter") shall wire to the Treasurer for deposit and maintenance in the Building Fund the amount of \$\_\_\_\_\_;

(B) Debt Service Fund. The Underwriter shall wire to Treasurer for deposit and maintenance in the Debt Service Fund the amount of \$ \_\_\_\_\_; and

(C) Costs of Issuance Fund. The Underwriter shall wire to the Paying Agent for deposit and maintenance in the Costs of Issuance Fund the amount of \$ \_\_\_\_\_ for purposes of paying Costs of Issuance.

The Paying Agent shall establish and maintain the Costs of Issuance Fund for the Series 2024 Bonds and pay amounts held therein upon the written order of the District, substantially in the form of Exhibit B attached hereto. The Paying Agent may rely conclusively on such Written Order of the District and shall have no duty to investigate or verify any statements made therein. Three months after [CLOSING DATE], or upon prior written Order of the District, the Paying Agent shall transfer any remaining amounts in the Costs of Issuance Fund to the Treasurer for deposit into the Building Fund of the District.

The Paying Agent may, in its discretion, establish a temporary fund or account to facilitate the foregoing transfers.

#### **Validity of the Series 2024 Bonds.**

The recital in the Series 2024 Bonds that they are issued pursuant to the Constitution and statutes of the State shall be conclusive evidence of their validity and of compliance with provisions of law in their issuance.

#### **Security of the Series 2024 Bonds.**

The Series 2024 Bonds are general obligation bonds of the District, and the Board of Supervisors of the County of Kern have the power and are obligated to levy *ad valorem* taxes upon all property within the District subject to taxation without limitation of rate or amount for the payment of the Series 2024 Bonds, in accordance with and subject to Section 15250 and Section 15252 of the California Education Code.

The Series 2024 Bonds shall not constitute a debt of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents, or employees thereof, and neither the County, the State of California, any of its political subdivisions, nor any of the officers, agents, or employees thereof shall be liable thereon.

#### **Provisions of the Paying Agent Agreement.**

Except as is provided in this First Supplemental Paying Agent Agreement, every term and condition contained in the 2020 Paying Agent Agreement shall apply to this First Supplemental Paying Agent Agreement and to the Series 2024 Bonds with the same force and effect as if the same were herein set forth at length, with such omissions, variations and modifications thereof as may be appropriate to make the same conform to this First Supplemental Paying Agent Agreement.

This First Supplemental Paying Agent Agreement and all the terms and provisions herein contained shall, along with the 2020 Paying Agent Agreement, form the Paying Agent Agreement as fully and with the same effect as if all such terms and provisions had been set forth in the Paying Agent Agreement. The Paying Agent Agreement is hereby ratified and confirmed and shall continue in full force and effect in accordance with the terms and provisions thereof, as supplemented and amended hereby.

#### **Separability of Invalid Provisions.**

If any one or more of the provisions contained in this First Supplemental Paying Agent Agreement or in the Series 2024 Bonds shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this First Supplemental Paying Agent Agreement, and such invalidity, illegality, or unenforceability shall not affect any other provision of this First Supplemental Paying Agent Agreement, and this First Supplemental Paying Agent Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The District hereby declares that it would have adopted this First Supplemental Paying Agent Agreement, and each and every other Section, paragraph, sentence, clause, or phrase hereof, and authorized the issuance of the Series 2024 Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this First Supplemental Paying Agent Agreement may be held illegal, invalid, or unenforceable.

#### **Effect of Headings and Table of Contents.**

The headings or titles of the several Sections hereof, and any table of contents appended to copies hereof, shall be solely for convenience of reference, and shall not affect the meaning, construction, or effect of this First Supplemental Paying Agent Agreement.

*[Remainder of This Page Intentionally Left Blank]*

**IN WITNESS WHEREOF**, the parties hereto have executed this First Supplemental Paying Agent Agreement by their officers thereunto duly authorized as of the day and year first written above.

**LAKESIDE UNION SCHOOL DISTRICT**

By:

---

— Ty Bryson, Superintendent

**ZIONS BANCORPORATION, NATIONAL  
ASSOCIATION, as Paying Agent**

By:

---

— Kheang Tan, Vice President  
Zions Bank Division

**EXHIBIT A**

**FORM OF SERIES 2024 GENERAL OBLIGATION BONDS**

REGISTERED  
NO. R-\_\_

REGISTERED  
\$ \_\_\_\_\_

**\$[PAR AMOUNT]  
LAKESIDE UNION SCHOOL DISTRICT  
(KERN COUNTY, CALIFORNIA)  
GENERAL OBLIGATION BONDS  
ELECTION OF 2008, SERIES 2024**

<b>MATURITY DATE</b>	<b>INTEREST RATE PER ANNUM</b>	<b>DATE</b>	<b>CUSIP NO.</b>
June 1, 20__	_____%	[CLOSING DATE]	51214T

REGISTERED OWNER: CEDE & CO.

PRINCIPAL SUM: \_\_\_\_\_ DOLLARS

Lakeside Union School District, a school district duly organized and existing under and pursuant to the Constitution and laws of the State of California (the "District"), for value received, hereby acknowledges itself indebted to and promises to pay to the registered owner named above or registered assigns, on the maturity date specified above, the principal sum specified above, to an account within the United States, together with interest thereon from the date hereof until the principal hereof shall have been paid, at the interest rate per annum specified above, payable semi-annually on June 1 and December 1 in each year until maturity, commencing December 1, 2024. Interest hereon is payable in lawful money of the United States of America by check mailed or, upon the written request of any Owner of one million dollars (\$1,000,000) or more in aggregate principal amount of Bonds who has provided the Paying Agent (identified below), with wire transfer instructions for an account within the United States, by wire transfer on each interest payment date, to the registered owner as of the close of business on the fifteenth day of the calendar month immediately preceding such interest payment date. The principal hereof and premium, if any, hereon are payable at the office of the Zions Bancorporation, National Association, as paying agent (together with any successor as paying agent under the hereinafter mentioned Paying Agent Agreement (the "Paying Agent") in Los Angeles, California, or such office as may be designated by the Paying Agent, in lawful money of the United States of America. Notwithstanding the foregoing, so long as this bond is registered in the name of Cede & Co., both principal of and interest on this bond shall be payable by wire transfer to the registered owned.

This bond is issued under the authority of and pursuant to the Constitution and statutes of the State of California, proceedings of the District and Kern County (the "County") duly adopted

and taken, a vote and assent of more than 55% of all the qualified electors of the District voting at a special election duly called and held for that purpose on November 4, 2008 (collectively, the "Bond Law"), which authorized the issuance of up to \$22,500,000 principal amount of bonds, and pursuant to a Paying Agent Agreement dated as of December 1, 2020, as supplemented by the First Supplemental Paying Agent Agreement dated as of May 1, 2024, by and between the District and the Paying Agent, providing for the issuance of the bonds so authorized (said Paying Agent Agreement, as amended and supplemented from time to time, the "Paying Agent Agreement").

This bond is one of the issue of bonds of the District so authorized and designated "Lakeside Union School District (Kern County, California) General Obligation Bonds, Election of 2008" (the "Bonds"), all of like tenor (except for such variations, if any, as may be required to designate varying series, denominations, numbers, maturities, interest rates, interest payment provisions, redemption provisions, and forms). This bond is also one of a duly authorized series of the Bonds additionally designated "Series 2024" (the "Series 2024 Bonds") issued in the aggregate principal amount of \$ \_\_\_\_\_. The Series 2024 Bonds are issued pursuant to the provisions of the California Government Code sections 53506 et seq. and Education Code sections 15264 et seq.

The Bonds are secured by the levy of *ad valorem* property taxes on all taxable property in the territory of the District, which taxes are unlimited as to rate and amount (except with respect to certain personal property that is taxable at limited rates). The Bonds, including interest and redemption premium thereon, do not constitute a debt or liability of the State, the County, or any other political subdivision of the State other than the District.

Reference is hereby made to the Paying Agent Agreement and to the Bond Law for a description of the terms on which the Bonds are issued and to be issued and the rights of the registered owners of the Bonds. All the terms of the Paying Agent Agreement and the Bond Law are hereby incorporated herein and constitute a contract between the District and the registered owner from time to time of this bond. The registered owner of this bond, by its acceptance hereof, consents and agrees to all the provisions of the Paying Agent Agreement. Additional bonds may be issued on a parity with the Bonds of this authorized issue, but only subject to the conditions and limitations contained in the Paying Agent Agreement.

The Series 2024 Bonds maturing on and before June 1, 2032, are not subject to optional redemption prior to maturity. The Series 2024 Bonds maturing on or after June 1, 2033, are subject to redemption, at the option of the District, as a whole or in part among maturities on such basis as shall be designated by the District and by lot within each maturity, from any source of available funds, on any date on or after June 1, 2032, at a redemption price equal to the principal amount of the Series 2024 Bonds called for redemption, plus accrued interest to the date fixed for redemption, without premium.

This bond is transferable or exchangeable for other Series 2024 Bonds of authorized denominations by the registered owner hereof, in person or by its attorney duly authorized in writing, at the designated corporate trust office of the Paying Agent, but only in the manner, subject to the limitations and upon payment of the charges provided in the Paying Agent



Agreement, and upon surrender and cancellation of this bond. Upon such transfer a new fully registered bond or bonds without coupons, of authorized denomination or denomination, of the same series, tenor, and maturity for the same aggregate value at maturity will be issued to the transferee in exchange herefor.

Unless this bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Paying Agent or its agent for registration of transfer, exchange, or payment, and any bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC) ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

The District and the Paying Agent may deem and treat the registered owner hereof as the absolute owner hereof for all purposes, and the District and the Paying Agent shall not be affected by any notice to the contrary.

The rights and obligations of the District and of the registered owners of the Bonds may be modified or amended at any time in the manner, to the extent, and upon terms provided in the Paying Agent Agreement, which provides, in certain circumstances, for modifications and amendments without the consent of or notice to the registered owners of Bonds.

It is hereby certified and recited that any and all acts, conditions, and things required to exist, to happen, and to be performed, precedent to and in the incurring of the indebtedness evidenced by this bond, and in the issuing of this bond, do exist, have happened, and have been performed in due time, form, and manner, as required by the Constitution and statutes of the State of California; that the total amount of indebtedness of the District, including the amount of this bond, does not exceed any limit prescribed by the Constitution and the statutes of the State of California; and that this bond is not in excess of the amount of Bonds permitted to be issued under the Paying Agent Agreement.

**IN WITNESS WHEREOF**, the Board of Trustees of the Lakeside Union School District has caused this Series 2024 Bond to be signed by its President and countersigned by its Secretary.

By: \_\_\_\_\_  
President of the Board of Trustees of the  
Lakeside Union School District

Countersigned:

By: \_\_\_\_\_  
Secretary of the Board of Trustees of the  
Lakeside Union School District

**CERTIFICATE OF AUTHENTICATION**

This is one of the Series 2024 Bonds described in the within-mentioned Paying Agent Agreement, which has been authenticated on the date set forth below.

Dated: [CLOSING DATE]

**ZIONS BANCORPORATION, NATIONAL  
ASSOCIATION, as Paying Agent**

By: \_\_\_\_\_  
Authorized Officer

**ASSIGNMENT**

For value received \_\_\_\_\_ hereby sell, assign and transfer unto  
\_\_\_\_\_ the within Bond and hereby irrevocably constitute and appoint  
\_\_\_\_\_ attorney, to transfer the same on the bond register of the District, with full  
power of substitution in the premises.

Dated: \_\_\_\_\_

NOTE: The signature to this Assignment must correspond with the name on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature Guaranteed by:

NOTE: Signature must be guaranteed by an eligible guarantor institution (being banks, stock brokers, savings and loan associations, and credit unions with membership in and approved signature guarantee medallion programs) pursuant to Securities and Exchange Commission Rule 17A(d)15.

Social Security Number, Tax Identification  
Number, or other identifying number of  
Assignee: \_\_\_\_\_

## **LEGAL OPINION**

The following is a true copy of the opinion rendered by Parker & Covert LLP, in connection with the issuance of, and dated as of the date of the original delivery of, the Bonds. A signed copy is on file in my office.

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Secretary of the Board of Trustees of the  
Lakeside Union School District

**PARKER & COVERT LLP**  
**Attorneys at Law**  
**2520 Venture Oaks Way, Suite 190**  
**Sacramento, California 95833**

[CLOSING DATE]

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

Re:    \$[PAR AMOUNT]  
      Lakeside Union School District  
      (Kern County, California)  
      General Obligation Bonds  
      Election of 2008, Series 2024  
      *Final Opinion of Bond Counsel*

Members of the Board of Trustees:

We have acted as bond counsel in connection with the issuance by the Lakeside Union School District (the "District") of \$[PAR AMOUNT] principal amount of the Lakeside Union School District (Kern County California) General Obligation Bonds, Election of 2008, Series 2024 (the "Bonds"). In such capacity, we have examined such law and such certified proceedings, certifications, and other documents as we have deemed necessary to render this opinion.

Regarding questions of fact material to our opinion, we have relied upon the certified proceedings and other certifications of public officials and others furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion that, under existing law:

1. The Bonds have been duly authorized and executed by the District and are valid and binding general obligations of the District.

2. All taxable property in the territory of the District is subject to *ad valorem* taxation without limitation regarding rate or amount (except certain personal property that is taxable at limited rates) to pay the Bonds. Kern County is required by law to include in their respective annual tax levies the principal and interest coming due on the Bonds to the extent that necessary funds are not provided from other sources.

3. Interest on the Bonds is excludable from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals; however, interest on the Bonds is taken into account in determining the annual adjusted statement of income of certain corporations for the purpose of computing the alternative minimum tax imposed on certain corporations. The opinion set forth in the preceding sentence is subject to the condition that the District comply with all requirements of the Internal Revenue Code of 1986, as amended, that must be satisfied subsequent to the issuance of the Bonds in order that the interest thereon be, and continue to be, excludable from gross income for federal income tax purposes. The District has covenanted to comply with all such requirements. Failure to comply with certain of such requirements may cause interest on the Bonds to be included in gross income for federal income tax purposes retroactively to the date of issuance of the Bonds.

4. Interest on the Bonds is exempt from State of California personal income taxation.

[5. The District has designated the Bonds as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.]

The rights of the owners of the Bonds and the enforceability thereof are limited by bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights generally, and by equitable principles, whether considered at law or in equity.

We express no opinion regarding the accuracy, adequacy, or completeness of the Official Statement or other offering material relating to the Bonds. Further, we express no opinion regarding tax consequences arising with respect to the Bonds other than as expressly set forth herein.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Very truly yours,

PARKER & COVERT LLP

**EXHIBIT B**

**FORM OF REQUISITION  
SERIES 2024 COSTS OF ISSUANCE FUND**

**\$(PAR AMOUNT)  
LAKESIDE UNION SCHOOL DISTRICT  
(KERN COUNTY, CALIFORNIA)  
GENERAL OBLIGATION BONDS  
ELECTION OF 2008, SERIES 2024**

**REQUISITION TO DISBURSE FUNDS  
REQUISITION NO. 1**

Dated: [DATE]

The Lakeside Union School District (the "District") hereby certifies that obligations in the amounts stated in the attached Schedule I have been incurred by the District, are presently due and payable to the parties as set forth on said schedule, and that each item is a proper cost of issuance charge and has not been previously paid.

The District hereby requests Zions Bancorporation, National Association to pay these cost of issuance amounts to the parties as set forth on the attached Schedule I.

Attached hereto are invoices for each payment requested.

**LAKESIDE UNION SCHOOL DISTRICT**

By: \_\_\_\_\_  
Authorized Officer

**LAKESIDE UNION SCHOOL DISTRICT**

**SCHEDULE I**

*[Please see attached invoices for delivery and/or wire instructions]*

<b>Item</b>	<b>Payee</b>	<b>Purpose</b>	<b>Amount</b>
1.			
2.			
3.			
4.			
5.			
6.			
7.			
<b>Total</b>			

\$[PAR AMOUNT]  
**LAKE SIDE UNION SCHOOL DISTRICT  
(KERN COUNTY, CALIFORNIA)  
GENERAL OBLIGATION BONDS OF  
ELECTION OF 2008, SERIES 2024**

**BOND PURCHASE AGREEMENT**

[SALE DATE]

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

Ladies and Gentlemen:

The undersigned authorized officer of [UNDERWRITER] (the “Underwriter”) hereby offers to enter into this Bond Purchase Agreement with Lakeside Union School District (the “District”), which, upon acceptance of this offer by the District, will be binding upon the District and the Underwriter. This offer is made subject to the written acceptance of this Bond Purchase Agreement by execution by the Superintendent of the District, and the delivery of such acceptance to the Underwriter at or prior to 11:59 p.m., Pacific Time, on the date hereof; and, if not so accepted, will be subject to withdrawal by the Underwriter upon notice delivered to the District at any time prior to the acceptance hereof by the District.

**Definitions.**

All capitalized terms not defined herein shall have the meaning ascribed to them in the Preliminary Official Statement, dated [POS DATE], of the District with respect to the public offering of the Bonds, unless a different meaning clearly appears from the context, and the following words and terms shall have the following meanings, respectively:

**Bonds** means the Lakeside Union School District (Kern County, California) General Obligation Bonds, Election of 2008, Series 2024 (the “Bonds”), issued pursuant to the Paying Agent Agreement.

**Bond Purchase Agreement** means this Bond Purchase Agreement.

**Business Day** means a day on which banks located in California are not required or authorized by law to be closed and the New York Stock Exchange is not closed.

**Closing Date** means the date of payment for and delivery of the Bonds as established pursuant to Section 6 (Closing) hereof.

**Closing Time** means the time at which payment for and delivery of the Bonds shall occur, as established pursuant to Section 6 (Closing) hereof.

**Continuing Disclosure Certificate** means that certain Continuing Disclosure Certificate dated as of the Closing Date executed by the District.

**County** means Kern County, State of California.

**District Documents** means the Paying Agent Agreement, this Bond Purchase Agreement, and the Continuing Disclosure Certificate.

**Good Faith Deposit** means the amount of \$30,000 wired to and deposited with the Paying Agent before or within two Business Days of the date hereof, for the purchase of the Bonds as established pursuant to Section 13 (Good Faith Deposit) hereof.

**Official Statement** means the final Official Statement of the District, dated the date hereof, relating to the Bonds, together with the cover page thereof and all appendices, exhibits, amendments and supplements thereto, provided by the District.

**[Insurance Policy]** means the bond insurance policy issued by the Insurer and delivered simultaneously with the issuance and delivery of the Bonds, which will insure payment of the principal of and interest on the Bonds.

**Insurer** means [INSURER].]

**Paying Agent** means Zions Bancorporation, National Association, as Paying Agent.

**Paying Agent Agreement** means that certain Paying Agent Agreement, dated as of December 1, 2020, as supplemented by the First Supplemental Paying Agent Agreement, dated as of May 1, 2024, entered into by between the District and the Paying Agent.

**Preliminary Official Statement** means the Preliminary Official Statement of the District, dated [POS DATE], relating to the Bonds, together with the cover page thereof and all appendices, exhibits, amendments, and supplements thereto provided by the District.

**Resolution** means the Resolution No. \_\_\_\_, adopted on April \_\_, 2024 by the District's Board of Trustees.

**State** means the State of California.

**Treasurer** means the Treasurer-Tax Collector of the County.

**Purchase, Sale, and Delivery of the Bonds.**

(a) Purchase and Sale of the Bonds. Upon the terms and conditions and in reliance upon the representations, warranties, and agreements set forth herein, the Underwriter hereby agrees to purchase from the District for offering to the public, and the District hereby agrees to execute and deliver to or upon the order of the Underwriter all (but not less than all) of the Bonds, duly authenticated by the Paying Agent, dated their date of delivery, in the aggregate



principal amount of \$[PAR AMOUNT]. The Bonds shall bear interest at the rates, shall mature in the years, and shall be subject to redemption as shown on Exhibit A hereto, which is incorporated herein by this reference. The purchase price to be paid by the Underwriter for the Bonds shall be \$\_\_\_\_\_ (which is equal to the principal amount of the Bonds of \$[PAR AMOUNT], plus \$\_\_\_\_\_ original issue premium, less an underwriter's discount of \$\_\_\_\_\_ [(out of which the amount of \$\_\_\_\_\_ will be wired to the Insurer)]). A portion of the purchase price will be used to pay costs of issuance. Payment for the Bonds shall be made in federal funds or through wire transfer of federal funds payable to the Paying Agent for the account of the District.

(b) Delivery of the Bonds. The Bonds shall be released for delivery by the District to the Underwriter, and the Underwriter will accept delivery of the Bonds, through The Depository Trust Company ("DTC") in accordance with the terms of its Fast-Automated Securities Transfer ("FAST") program, no later than the Closing Time. The Bonds are to be initially registered in the name of Cede & Co., as nominee for DTC. The Bonds will be in such authorized denominations as DTC and the Underwriter shall require, as described in the Official Statement. CUSIP identification numbers will be printed on the Bonds.

**Terms of the Bonds.**

The Bonds shall be substantially in the form described in, shall be issued and secured pursuant to, shall be dated and be payable as provided in, and shall be subject to redemption as provided in the Paying Agent Agreement. [Payment of the principal of and interest on the Bonds shall be insured by the Insurance Policy.]

**Official Statement.**

(a) Preliminary Official Statement. The District confirms that the Preliminary Official Statement was deemed final for purposes of Rule 15c2-12 adopted under the Securities Exchange Act of 1934, as amended ("Rule 15c2-12"), as of its date, except for final information as to the offering prices, interest rates, selling compensation, amount of proceeds, delivery dates, other terms of the Bonds depending on such factors, and other information permitted to be omitted under Rule 15c2-12.

(b) Final Official Statement. The District agrees to deliver to the Underwriter copies of the final Official Statement, which includes the information omitted from the Preliminary Official Statement in accordance with Rule 15c2-12, and any supplements or amendments thereto as have been approved by the Underwriter. The District agrees to deliver such Official Statements within seven (7) business days after the execution hereof (or earlier if necessary to accompany any confirmation that requires payment from any customer).

(c) End of the Underwriting Period. The Underwriter shall give notice to the District on the date after which no participating underwriter, as such term is defined in Rule 15c2-12, remains obligated to deliver final Official Statements pursuant to paragraph (b)(4) of Rule 15c2-12.

(d) Amendments or Supplements to Official Statement. If at any time prior to the receipt of notice from the Underwriter pursuant to Section 4(c) (End of the Underwriting Period) hereof that final Official Statements are no longer required to be delivered under Rule 15c2-12, any event occurs as a result of which it may be necessary to supplement the Official Statement in order to make the statements therein relating to the District, in light of the circumstances existing at such time, not misleading, the District shall forthwith notify the Underwriter in writing of any such event of which it has knowledge and, if in the opinion of the Underwriter such event requires an amendment or supplement to the Official Statement, the District will at its expense amend or supplement the Official Statement in a form and manner approved by the Underwriter. Any information supplied by the District for inclusion in any amendments or supplements to the Official Statement will not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

**Establishment of Issue Price.**

*[If competitive bid rule is satisfied on sale day:]*

(a) The Underwriter agrees to assist the District in establishing the issue price of the Bonds and shall execute and deliver to the District at the Closing Time an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the District, and Parker & Covert LLP, as bond counsel (“Bond Counsel”). All actions to be taken by the District under this section to establish the issue price of the Bonds may be taken on behalf of the District by the District’s public finance consultant, Government Financial Services Joint Powers Authority (the “Public Finance Consultant”) and any notice or report to be provided to the District may be provided to the Public Finance Consultant.

(b) The District intends that the provisions of Treasury Regulations Section 1.148-1(f)(3)(i) (defining “competitive sale” for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the “competitive sale requirements”) because:

- i. the District disseminated a draft of this Bond Purchase Agreement, along with other terms and conditions related to the sale (the “bond sale materials”), to potential underwriters in a manner that was reasonably designed to reach potential underwriters;
- ii. all bidders had an equal opportunity to bid;
- iii. the District received bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and

iv. the District is awarding the sale of the Bonds to the Underwriter based upon its firm offer to purchase the Bonds at the highest price (or lowest interest cost), as set forth in the bond sale materials.

(c) The Underwriter represents that its bid was prepared on the assumption that the issue price of the Bonds will be the reasonably expected initial offering price to the public.

*[If competitive bid rule is not satisfied on sale day; apply 10% / hold-the-price rule:]*

(a) The Underwriter agrees to assist the District in establishing the issue price of the Bonds and shall execute and deliver to the District at the Closing Time an “issue price” or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the District, and Parker & Covert LLP, as bond counsel (“Bond Counsel”). All actions to be taken by the District under this section to establish the issue price of the Bonds may be taken on behalf of the District by the District’s public finance consultant, Government Financial Services Joint Powers Authority (the “Public Finance Consultant”) and any notice or report to be provided to the District may be provided to the Public Finance Consultant.

(b) Except as otherwise set forth in Exhibit A attached hereto, the District shall treat the first price at which 10% of each maturity of the Bonds (the “10% test”) is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Bond Purchase Agreement, the Underwriter shall report to the District the price or prices at which it has sold to the public each maturity of the Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the District the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) the Underwriter has sold all the Bonds of that maturity or (ii) the 10% test has been satisfied as to the Bonds of that maturity, provided that, the Underwriter’s reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the District or Bond Counsel.

(c) The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Bond Purchase Agreement at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in Exhibit A attached hereto, except as otherwise set forth therein. Exhibit A also sets forth, as of the date of this Bond Purchase Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the District and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the District to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity



to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- i. the close of the fifth (5<sup>th</sup>) business day after the sale date; or
- ii. the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the District promptly after the close of the fifth (5<sup>th</sup>) business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

(a) The Underwriter confirms that:

- i. any agreement among underwriters, any selling group agreement, and each third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

- (1) (A) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (B) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter

- (2) to promptly notify the Underwriter of any sales of the Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

- (3) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

- ii. any agreement among underwriters relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (1) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (2) comply with the

hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The District acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The District further acknowledges that the Underwriter shall not be liable for the failure of any underwriter, any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

(f) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to the Underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this Section 5:

i. “public” means any person other than an underwriter or a related party;

ii. “underwriter” means (1) any person that agrees pursuant to a written contract with the District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (2) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (1) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public);

iii. a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (1) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (2) more than 50% common ownership of their capital interests or profit interests, if both entities are partnerships (including direct ownership by one partnership of another), or (3) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a

partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

iv. “sale date” means the date of execution of this Bond Purchase Agreement.

**Closing.**

The Closing Time shall be no later than 9:00 a.m., Pacific Time, on [CLOSING DATE], or at such earlier or later time or on such earlier date as shall have been mutually agreed upon by the District and the Underwriter. The documents described in Section 8(e) (Receipt of Documents) hereof shall be delivered to the Underwriter at the Closing Time; and the Underwriter will accept delivery of such documents and pay the purchase price for the Bonds as described above (credit being given for the amount of good faith deposit specified herein). Delivery of such documents shall be made at the offices of Parker & Covert LLP, 2520 Venture Oaks Way, Suite 190, Sacramento, California, or at such other place as shall have been mutually agreed upon by the District and the Underwriter.

**Representations, Warranties and Agreements of the District.**

The District hereby represents, warrants and agrees with the Underwriter that:

(a) Valid Existence. The District is a school district duly organized and validly existing under the laws of the State.

(b) Authority. The District has full legal right, power and authority under the laws of the State (i) to enter into the District Documents; (ii) to approve and execute the Official Statement; (iii) to issue, execute, sell, and deliver the Bonds to the Underwriter as provided herein; (iv) to perform its obligations under the District Documents; and (v) to consummate the transactions as described in the District Documents and the Official Statement.

(c) Official Action. By all necessary action, the District has duly approved the Preliminary Official Statement and authorized: (i) the execution and delivery of the District Documents and the issuance, sale, execution, and delivery of the Bonds; (ii) approval of the final Official Statement and the signing of the Official Statement by the District’s Superintendent or another designated officer of the District; (iii) distribution of the Preliminary Official Statement and the Official Statement by the Underwriter; and (iv) the performance of the District’s obligations under the District Documents and the consummation of the transactions to be consummated on its part as described therein and in the Official Statement.

(d) Validity of Documents. Assuming due authorization, execution, and delivery by the other parties thereto, this Bond Purchase Agreement is in full force and effect as of the date hereof and the other District Documents and the Bonds, upon execution thereof, will each constitute valid and binding agreements or obligations of the District, enforceable in accordance with their terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or limiting creditors’ rights generally or by equitable principles.



(e) Government Approvals. All consents, approvals, authorizations, orders, licenses, or permits of any governmental authority, legislative body, board, agency, or commission having jurisdiction of the matter (i) that are required for the due authorization by, or (ii) that would constitute a condition precedent to, or the absence of which would materially adversely affect, the issuance, sale, or delivery of the Bonds or the due performance by the District of its obligations under the District Documents, have been duly obtained (except for such approvals, consents, and orders as may be required under the Blue Sky or other securities laws of any state in connection with the offering and sale of the Bonds, as to which no representation is made).

(f) No Violation of Law. The issuance, sale, and delivery of the Bonds, the execution and delivery of the District Documents, and compliance with the District's obligations therein will not violate any such constitutional provision, law, administrative regulation, judgment, or decree.

(g) No Breach of Contracts. The issuance, sale, and delivery of the Bonds, the execution and delivery of the District Documents, and compliance with the District's obligations therein will not result in a breach of or constitute a default under any loan agreement, indenture, bond, note, resolution, agreement, mortgage, lease, or other instrument to which the District is a party or by which it is bound.

(h) No Litigation. As of the date hereof and except as may be described in the Official Statement, no action or proceeding is pending before any court, governmental agency or arbitrator or overtly threatened in writing against the District: (i) in any way affecting the existence of the District or in any way challenging the respective powers of the Board of Trustees of the District or any officer of the District who is required to act with respect to the issuance, execution, sale, and delivery of the Bonds or the execution and delivery of the District Documents; (ii) affecting or seeking to prohibit, restrain, or enjoin the issuance, sale, execution, or delivery of the Bonds, the application of the proceeds of the sale of the Bonds, or the levy of any taxes contemplated by the Paying Agent Agreement; (iii) in any way contesting or affecting the validity or enforceability of the Bonds or the District Documents, the powers of the District, or its authority with respect to the issuance, sale, or delivery of the Bonds or the execution and delivery of the District Documents; (iv) in any way contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement; (v) in any way contesting or challenging the consummation of the transactions contemplated by the Official Statement or the District Documents; or (vi) in which a final adverse decision could materially adversely affect the operations of the District or adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes and the exemption of such interest from California personal income taxes.

(i) No Debt Issues. Between the date hereof and the Closing Time, without the consent of the Underwriter, which consent will not be unreasonably withheld, the District will not offer or issue (or request the County to issue on its behalf) any bonds, notes, or other obligations for borrowed money, or incur any material liabilities, direct or contingent, except in the course of normal business operations of the District or as described in the Official Statement.

(j) “Blue Sky” Qualification. The District will furnish such information, execute such instruments, and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order (i) to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate, and (ii) to determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions, and will use its best efforts to continue such qualifications in effect so long as required for distribution of the Bonds; provided, however, that the District shall not be required to register as a broker-dealer in any state or other jurisdiction of the United States.

(k) Accuracy of Preliminary Official Statement. As of the date thereof, and at the time of the District’s acceptance hereof, the Preliminary Official Statement (except for any information about [the Insurer or] DTC) did not and does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements in the Preliminary Official Statement, in light of the circumstances under which they were made, not misleading.

(l) Accuracy of Official Statement. As of the date hereof, and (unless an event occurs of the nature described in Section 4(d) (Amendments or Supplements to Official Statement)) at all times subsequent hereto, up to and including the end of the underwriting period as described in Section 4(c) (End of the Underwriting Period), the Official Statement (except for any information about [the Insurer or] DTC) does not and will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements in the Official Statement, in light of the circumstances under which they are made, not misleading.

(m) Accuracy of Supplemented Official Statement. If the Official Statement is supplemented or amended pursuant to Section 4(d) (Amendments or Supplements to Official Statement), at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such Section) at all times subsequent thereto up to and including the end of the underwriting period as described in Section 4(c) (End of the Underwriting Period), the Official Statement as so supplemented or amended (except for any information about [the Insurer or] DTC) will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(n) Officers’ Certificates. Any certificate signed by any officer or representative of the District with respect to the Bonds or the District Documents and delivered to the Underwriter shall be deemed a representation and warranty by the District to the Underwriter as to the statements made therein.

(o) Income Tax Exemptions. The District shall not take any action or fail to take any action, or permit any action or omission with regard to which the District may exercise control, if any such action or failure to act could adversely affect the exclusion from gross income for federal income tax purposes or the exemption from California income taxes of interest on the Bonds.



(p) No Arbitrage Bonds. The District shall not take any action or fail to take any action, or permit any action or omission with regard to which the District may exercise control, with respect to the proceeds of the Bonds, which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the date of issuance of the Bonds would have caused the Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code, as modified by Section 54A(d)(4) of the Code, including the Treasury Regulations with respect thereto.

(q) Continuing Disclosure. In accordance with the requirements of Rule 15c2-12, at or prior to the Closing, the District shall have duly authorized, executed, and delivered the Continuing Disclosure Certificate on behalf of each obligated person for which financial and/or operating data is presented in the Official Statement. The Continuing Disclosure Certificate shall comply with the provisions of Rule 15c2-12 and be substantially in the form attached to the Official Statement in Appendix E. Except as otherwise disclosed in the Official Statement, to the best knowledge of the District’s current administrative staff, the District has never failed to comply in all material respects with any previous undertakings with regard to said Rule 15c2-12 to provide annual reports or notices of material events with respect to the last five years.

#### **Conditions to the Underwriter’s Obligations.**

The Underwriter has entered into this Bond Purchase Agreement in reliance upon the representations, warranties, and obligations of the District contained herein, in the other District Documents, and in the other documents and instruments to be delivered on the Closing Date. Accordingly, the Underwriter’s obligations under this Bond Purchase Agreement shall be subject to the following conditions:

(a) Representations and Warranties. The representations and warranties of the District contained herein shall be true, complete, and correct in all material respects at the date hereof and at and as of the Closing Time, as if made at and as of the Closing Time and will be confirmed by a certificate or certificates of the appropriate District officer or officers dated the Closing Date; the statements made in all Bonds and other documents delivered to the Underwriter at the Closing Time pursuant hereto shall be true, complete, and correct in all material respects at the Closing Time; and the District shall be in compliance with each of the warranties, agreements, and covenants made by it in the District Documents.

(b) Actions and Obligations. (i) At the Closing Time all actions that, in the opinion of Parker & Covert LLP, Bond Counsel, are necessary in connection with the transactions contemplated hereby shall have been duly taken and shall be in full force and effect; and (ii) the District shall perform or have performed all of their respective obligations required under or specified in the District Documents to be performed at or prior to the Closing Time.

(c) Actions Relating to Documents. As of the date hereof and at the Closing Time, all necessary actions of the District relating to the District Documents and the Official Statement, and all other matters with respect to authorization, issuance, execution, sale, and delivery of the Bonds shall have been taken and shall be in full force and effect and shall not

have been amended, modified, or supplemented in any material respect, except as agreed to in writing by the Underwriter.

(d) No Material Change. Subsequent to the date hereof and up to and including the Closing Time, there shall not have occurred any change in the financial position, results of operations, or condition, financial or otherwise, of the District; or any change in any of the District Documents, as the foregoing matters are described in the Official Statement, that in the reasonable judgment of the Underwriter would materially impair the investment quality of the Bonds.

(e) Receipt of Documents. At or prior to Closing Date, the Underwriter shall receive copies of the following documents relating to the authorization, issuance, execution, sale, and delivery of the Bonds, certified by such officer or officers of the District as shall be satisfactory to the Underwriter, specifically including copies of each of the following documents:

i. Official Statement. The Official Statement delivered in accordance with Section 4 (Official Statement) hereof and each supplement or amendment, if any, each executed by the Superintendent of the District or another authorized officer of the District.

ii. Final Opinion of Bond Counsel. An approving legal opinion of Parker & Covert LLP, Bond Counsel, dated the Closing Date, in the form of Appendix D to the Official Statement, and a letter from Bond Counsel addressed to the Underwriter authorizing the Underwriter to rely on that opinion.

iii. Supplemental Opinion of Bond Counsel. A supplemental opinion of Bond Counsel in form and substance satisfactory to the Underwriter, dated the Closing Date and addressed to the District and the Underwriter, to the effect that:

(1) the description of the Bonds and the security for the Bonds and statements in the Official Statement on the cover page thereof and under the captions "Introduction," "The Bonds," and "Tax Matters," to the extent they purport to summarize certain provisions of the Paying Agent Agreement and the Continuing Disclosure Certificate, fairly and accurately summarize the matters purported to be summarized therein;

(2) assuming due authorization, execution and delivery by all the parties thereto, the District Documents have each been duly authorized, executed and delivered by the respective parties thereto and constitute legal, valid and binding agreements of the District and are enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting generally the enforcement of creditors' rights and except as their enforcement may be subject to the application of equitable principles and the exercise of judicial discretion in appropriate cases if equitable remedies are sought; and

(3) the Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and the Paying Agent Agreement is exempt from qualification as an indenture pursuant to the Trust Indenture Act of 1939, as amended.

i. [Opinion of Insurer's Counsel. A legal opinion of counsel to the Insurer, addressed to the Underwriter and the District, dated the Closing Date, in form and substance acceptable to the Underwriter, to the effect that:

(1) The Insurer is a \_\_\_\_\_ insurance company, duly organized and validly existing under the laws of the State of New York and is duly qualified to conduct an insurance business in the State of California; and

(4) The Insurance Policy has been duly executed and is a valid and binding obligation of the Insurer enforceable in accordance with its terms except that the enforcement of the Insurance Policy may be limited by laws relating to bankruptcy, insolvency, reorganization, moratorium, receivership, and other similar laws affecting creditor's rights generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).]

iv. District Resolution. The Resolution of the Board of Trustees of the District authorizing the execution and delivery of the Bonds and the execution and delivery of the District Documents, approving the Preliminary Official Statement, and authorizing execution of the Official Statement and distribution of the Preliminary Official Statement and the Official Statement, certified by the Secretary of the Board of Trustees.

v. Tax Certificate. A Tax Certificate of the District in form satisfactory to Bond Counsel, signed by such officers of the District as shall be satisfactory to Bond Counsel and the Underwriter.

vi. District's Certificate. A certificate dated the Closing Date and signed by such officers of the District as shall be satisfactory to the Underwriter, to the effect that:

(1) the representations and warranties of the District contained herein are true and correct in all material respects on and as of the Closing Time with the same effect as if made at the Closing Time;

(2) the resolution of the Board of Trustees of the District authorizing the issuance, execution, sale, and delivery of the Bonds and the execution and delivery of the District Documents, approving the Preliminary Official Statement, and authorizing execution of the Official Statement and distribution of the Preliminary Official Statement and the Official Statement is in full force and effect at the Closing Time and has not been amended, modified, or supplemented, except as agreed to in writing by the Underwriter;

(3) there has not been any adverse change of a material nature in the financial position, results of operations, or condition, financial or otherwise, of the District since the date of this Bond Purchase Agreement;

(4) the District has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied at or prior to the Closing Time; and



(5) no consent is required for the inclusion of the District's 2022-2023 Audited Financial Statement as an appendix to the Official Statement.

vii. Paying Agent's Certificate. A certificate dated the Closing Date of an authorized officer of the Paying Agent to the effect that:

(1) the Paying Agent has duly accepted its duties under the Paying Agent Agreement;

(2) the Paying Agent Agreement was duly executed and delivered and the Bonds were duly authenticated in the name and on behalf of the Paying Agent by authorized signatories of the Paying Agent; and

(3) there are no actions or proceedings against the Paying Agent pending (service of process having been accomplished) before any court, governmental agency, or arbitrator, or overtly threatened in writing, that (a) seek to restrain or enjoin the execution and delivery of the Paying Agent Agreement or the delivery of the Bonds or (b) seek to affect the validity of the Bonds or the Paying Agent Agreement.

viii. [Insurer's Certificate]. A certificate, dated the Closing Date and signed by such officers of the Insurer as shall be satisfactory to the Underwriter, to the effect that the information with respect to the Insurer and the Insurance Policy in the Official Statement is true and correct in all material respects on and as of the Closing Date.]

ix. Agreements. Fully executed copies of the Paying Agent Agreement and the Continuing Disclosure Certificate.

x. [Insurance Policy]. A copy of the original Insurance Policy, in form and substance satisfactory to the Underwriter.]

xi. Rating Letter[s]. Letter[s] from S&P Global Ratings evidencing that the [underlying] rating of the Bonds is “\_\_\_” [and the insured rating is “\_\_\_,”] and that such rating[s] is/[are] in full force and effect and has/[have] not been withdrawn or downgraded for any reason.

ii. Underwriter's Receipt and Certifications. At or before Closing, and contemporaneously with the acceptance of delivery of the Bonds and the payment of the purchase price thereof, the Underwriter will provide to the District:

(1) the receipt of the Underwriter, in form satisfactory to the District and signed by an authorized officer of the Underwriter, accepting delivery of the Bonds to the Underwriter and confirming receipt of all documents required by the Underwriter, and the satisfaction of all conditions and terms of this Bond Purchase Agreement by the District, and confirming to the District that as of the Closing Date all of the representations of the Underwriter contained in this Bond Purchase Agreement are true, complete and correct in all material respects; and

(2) the certification of the Underwriter, in form satisfactory to Bond Counsel, regarding the prices at which the Bonds have been reoffered to the public, as described in Section 5 hereof and attached hereto as Exhibit B, [including to the effect that the present value of the interest to be saved as the result of the purchase of bond insurance is greater than or equal to the present value of the costs for any bond insurance obtained with respect to the Bonds] and such other matters as Bond Counsel may reasonably request.

xii. Other Legal Opinions and Documents. Such additional legal opinions, certificates, proceedings, instruments, and other documents as the Underwriter or Bond Counsel may reasonably request to evidence compliance by the District and the Paying Agent with all legal requirements with respect to the issuance, sale, execution and delivery of the Bonds and the due performance or satisfaction by the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the District.

### **Termination.**

If the District shall be unable to satisfy the conditions to the Underwriter's obligations contained in this Bond Purchase Agreement or if the Underwriter's obligations shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement may be cancelled by the Underwriter at, or at any time prior to, the Closing Time. Notice of such cancellation shall be given to the District in writing, or by telephone confirmed in writing. Notwithstanding any provision herein to the contrary, the performance of any and all obligations of the District hereunder and the performance of any and all conditions contained herein for the benefit of the Underwriter may be waived in writing by the Underwriter at its sole discretion. The Underwriter shall also have the right to cancel its obligations to purchase the Bonds, by written notice to the District, if between the date hereof and the Closing Time:

(a) Inaccuracy of Official Statement. Any event occurs or information becomes known that, in the reasonable judgment of the Underwriter, makes untrue any statement of a material fact set forth in the Official Statement or results in an omission to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading;

(b) Change in Law Affecting Bonds. Any legislation, resolution, ordinance, rule, or regulation shall be introduced in or be enacted by any governmental body, department or agency in the State, or a decision by any court of competent jurisdiction within the State shall be rendered, or any action taken by any department or agency of the State or federal government that, in the reasonable opinion of the Underwriter, materially adversely affects the market price of the Bonds;

(c) Change in Law Affecting Tax Exemption. The market for the Bonds or the market price of the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds shall have been materially and adversely affected, in the reasonable professional judgment of the Underwriter, by legislation enacted by the Congress of the United States, or passed by either House of the Congress, or favorably reported for passage to either House of the Congress by any Committee of such House to which such legislation has been referred for consideration, or by the legislature of the State; or a decision rendered by a court of the United

States or the State or by the United States Tax Court, or a ruling, order, or regulation (final or temporary) made by the Treasury Department of the United States or the Internal Revenue Service or other federal or State authority, that would have the effect of changing, directly or indirectly, the federal income tax consequences or State income tax consequences of the receipt of interest paid with respect to obligations of the general character of the Bonds;

(d) Administrative Action Affecting Securities Law Status. A stop order, ruling, regulation, or official statement by, or on behalf of, the Securities and Exchange Commission (including a no action or interpretive letter of the staff thereof) or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, execution, sale, or delivery of obligations of the general character of the Bonds, including any underlying or related arrangements, as contemplated hereby or by the Official Statement, is in violation of (or would be in violation unless registered or otherwise qualified under) any provision of the Securities Act of 1933, as amended and as then in effect (the "Securities Act"), or the Bonds, including any underlying or related arrangements, are required to be registered under the Securities Exchange Act of 1934, as amended and as then in effect (the "Exchange Act"), or the Paying Agent Agreement is required to be qualified under the Trust Indenture Act of 1939, as amended and as then in effect (the "Trust Indenture Act");

(e) Change in Law Affecting Securities Law Status. Legislation shall be introduced in or enacted by the Congress of the United States of America, or a decision by a court of the United States of America shall be rendered, to the effect that obligations of the general character of the Bonds, including any underlying or related arrangements, are not or would not be exempt from registration, qualification, or the other requirements of the Securities Act or the Exchange Act that are not now applicable to the Bonds and any underlying or related arrangements or that the Paying Agent Agreement is not exempt from qualification under or other requirements of the Trust Indenture Act;

(f) Change in Capital Requirements. Any national securities exchange, or any governmental authority, shall impose, as to the Bonds, or obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(g) Banking Moratorium. A general banking moratorium shall have been established by federal, New York, or State authorities;

(h) National Emergency. A war involving the United States of America shall have been declared, or any conflict involving the armed forces of the United States of America shall have escalated, or any other national emergency relating to the effective operation of government or the financial community shall have occurred (regardless of the circumstances, if any, that exist as to such events as of the date hereof) that, in the reasonable opinion of the Underwriter, materially adversely affects the market price of the Bonds;

(i) Suspension of Trading. A general suspension of trading on the New York Stock Exchange shall be in force;



(j) Trading Restrictions. Additional material restrictions not in force or not being enforced as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange that, in the professional opinion of the Underwriter, materially and adversely affects the market price for the Bonds;

(k) Litigation. Any litigation shall be instituted or be pending at the Closing Time to restrain or enjoin the issuance, execution, or delivery of the Bonds or in any way contesting or affecting any authority for or the validity of the proceedings authorizing and approving the Bonds, the District Documents, or the existence or powers of the District; or

(l) Ratings Change. The withdrawal or downgrading of any underlying rating of the District's outstanding general obligation indebtedness by a national rating agency.

If the Underwriter terminates its obligations to purchase the Bonds because the conditions specified in this Bond Purchase Agreement shall not have been fulfilled at or before the Closing Time, such termination shall not result in any liability on the part of the Underwriter.

**Conditions to Obligations of the District.**

The performance by the District of its obligations hereunder is conditioned upon (i) the performance by the Underwriter of its obligations hereunder at or prior to the Closing Date, and (ii) the following additional conditions:

(a) Continued Legality. No order, decree, injunction, ruling, or regulation of any court, regulatory agency, public board, or body shall have been issued, nor shall any legislation have been enacted, with the purpose or effect, directly or indirectly, of prohibiting the issuance, offering, sale, execution, or delivery of the Bonds as contemplated hereby or by the Official Statement; and

(b) Opinions and Certificates. The opinions and certificates required to be delivered at the Closing Time under Section 8(e) (Receipt of Documents) of this Bond Purchase Agreement by persons and entities other than the District shall have been delivered to the District in form and substance satisfactory to Bond Counsel.

**Expenses.**

The Underwriter shall pay all of the expenses that it incurs, including, but not limited to:

(a) all expenses incurred by the Underwriter in connection with the public offering and distribution of the Bonds, including all advertising expenses and “blue sky” filing fees;

(b) the cost of preparation and printing (and/or word processing and reproduction) of the “blue sky” and legal investment memoranda, if any;

(c) the expense of providing immediately available funds in accordance with Section 6 (Closing);

- Bonds;
- (d) the premium for a policy of bond insurance, if any, that it obtains for the Bonds;
  - (e) the fees of CUSIP and CDIAC in connection with the Bonds;
  - (f) any MSRB or SIFMA fees in connection with the Bonds; and
  - (g) the fees of DTC in connection with the Bonds.

**Continuing Disclosure.**

The District will undertake, pursuant to the Continuing Disclosure Certificate, to provide certain annual financial information and notices of the occurrence of certain events, if material. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Official Statement.

**Good Faith Deposit.**

The Good Faith Deposit in the amount of \$30,000 has been, or within two (2) business days hereof will be, wired to the District's account as security for the performance by the Underwriter of its obligation to accept and pay for the Bonds at the Closing, as provided in Section 2 (Purchase, Sale, and Delivery of the Bonds) hereof. If the Underwriter complies with such obligations, the Good Faith Deposit shall be credited toward the payment of the purchase price of the Bonds by the Underwriter at the Closing, as provided in Section 2 (Purchase, Sale, and Delivery of the Bonds) hereof. If the District does not accept this offer, the Good Faith Deposit shall be promptly returned to the Underwriter. If the District fails to deliver the Bonds at the Closing, or if the District shall be unable to satisfy the conditions of the obligation of the Underwriter to purchase and accept delivery of the Bonds as set forth in this Bond Purchase Agreement, or if the obligation of the Underwriter with respect to the Bonds shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and neither the Underwriter nor the District shall be under further obligation hereunder, except that the amounts of the Good Faith Deposit shall immediately be paid to the Underwriter and the respective obligations of the District and the Underwriter for the payment of expenses, as provided in Section 11 (Expenses), shall continue in full force and effect. If the Underwriter fails (other than for a reason permitted hereunder) to accept and pay for the Bonds at the Closing as herein provided, the amount of the Good Faith Deposit shall be retained by the District as full liquidated damages for such failure and for any defaults hereunder on the Underwriter's part and shall constitute a full release and discharge of all claims and damages for such failure and for such defaults. The Underwriter understands that District's actual damages may be greater or may be less than the amount of the Good Faith Deposit. Accordingly, the Underwriter hereby waives any right to claim that the District's actual damages are less than such sum, and the District's acceptance of this offer shall constitute a waiver of any right the District may have to additional damages from the Underwriter. Any interest or other income from the investment of the Good Faith Deposit by the District shall belong to the District.

**Notices.**



Any notice or other communication to be given under this Bond Purchase Agreement (other than the acceptance hereof as specified in the first paragraph hereof) may be given by delivering the same in writing, if to the District, addressed to:

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

or if to the Underwriter, addressed to:

[UNDERWRITER]

[ADDRESS]

Attention: \_\_\_\_\_

**Parties in Interest.**

This Bond Purchase Agreement when accepted by the District in writing as heretofore specified, shall constitute the entire agreement between the District and the Underwriter and is made solely for the benefit of the District and the Underwriter (including the successors of the Underwriter). No other person shall acquire or have any right hereunder or by virtue hereof.

**Survival of Representations and Warranties.**

All representations, warranties, and agreements of the District in this Bond Purchase Agreement shall survive regardless of (a) any investigation of any statement in respect thereof made by or on behalf of the Underwriter; (b) delivery of and payment by the Underwriter for the Bonds hereunder; and (c) any termination of this Bond Purchase Agreement.

**Section Headings and References.**

The headings or titles of the sections and subsections of this Bond Purchase Agreement are solely for convenience of reference and shall not affect the meaning, construction, or effect of any provision of this Bond Purchase Agreement.

**Execution in Counterparts.**

This Bond Purchase Agreement may be executed in several counterparts and by each of the parties hereto in separate counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

**Applicable Law.**

This Bond Purchase Agreement shall be interpreted, governed and enforced in accordance with the laws of the State of California.

**Effective Date.**

This Bond Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the District and shall be valid and enforceable as of the time of such acceptance.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Bond Purchase Agreement as of the date first written above.

**[UNDERWRITER]**

By: \_\_\_\_\_  
[NAME, TITLE]

**LAKESIDE UNION SCHOOL DISTRICT**

By: \_\_\_\_\_  
Ty Bryson, Superintendent

The above is hereby agreed to and accepted  
as of [SALE DATE] at \_\_\_\_\_ a.m./p.m.  
Pacific Time.

**EXHIBIT A**

**LAKESIDE UNION SCHOOL DISTRICT  
(KERN COUNTY, CALIFORNIA)  
GENERAL OBLIGATION BONDS OF  
ELECTION OF 2008, SERIES 2024**

**DESCRIPTION OF THE BONDS**

## EXHIBIT B

### FORM OF UNDERWRITER'S ISSUE PRICE CERTIFICATE (Competitive Bid Rule)

\$[PAR AMOUNT]  
LAKESIDE UNION SCHOOL DISTRICT  
(KERN COUNTY, CALIFORNIA)  
GENERAL OBLIGATION BONDS OF  
ELECTION OF 2008, SERIES 2024

#### ISSUE PRICE CERTIFICATE

The undersigned, on behalf of [UNDERWRITER] (the "Underwriter"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds").

1. ***Reasonably Expected Initial Offering Price.***

(a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by the Underwriter are the prices listed in Schedule A (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Bonds used by the Underwriter in formulating its bid to purchase the Bonds. Attached as Schedule B is a true and correct copy of the bid provided by the Underwriter to purchase the Bonds.

(b) The Underwriter was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by the Underwriter constituted a firm bid to purchase the Bonds.

[2. ***Qualified Guarantee.*** The Underwriter has calculated that the present value of the costs of the Insurance Policy (as defined in the Tax Certificate to which this Exhibit is attached) obtained with respect to the Bonds is less than the present value of the interest expected to be saved as a result of the Insurance Policy.]

3. ***Defined Terms.***

(a) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(b) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an

Underwriter. The term "related party" for purposes of this Certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(c) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is [SALE DATE].

(d) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Lakeside Union School District (the "District") (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents [UNDERWRITER]'s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the District with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Parker & Covert LLP, as Bond Counsel, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the District from time to time relating to the Bonds. Except as expressly set forth above, the certifications set forth herein may not be relied upon or used by any third party or for any other purpose.

Dated: [SALE DATE]

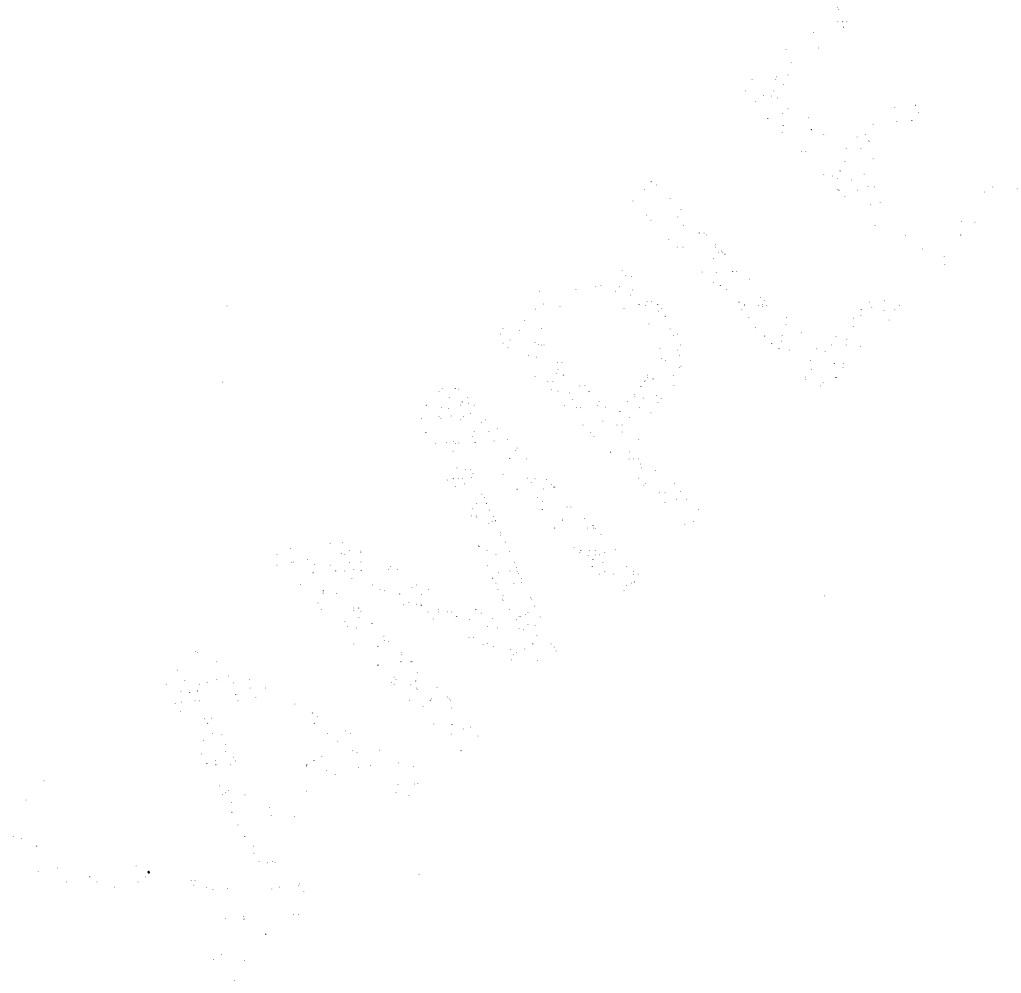
[UNDERWRITER]

By:                     /SAMPLE/                      
Authorized Officer

**SCHEDULE A**  
**EXPECTED OFFERING PRICES**

*(Attached)*

**SCHEDULE B**  
**COPY OF UNDERWRITER'S BID**  
*(Attached)*





## EXHIBIT B

### **FORM OF UNDERWRITER'S ISSUE PRICE CERTIFICATE (10% Test and Hold-the-Offering-Price Rule)**

**\$[PAR AMOUNT]  
LAKESIDE UNION SCHOOL DISTRICT  
(KERN COUNTY, CALIFORNIA)  
GENERAL OBLIGATION BONDS OF  
ELECTION OF 2008, SERIES 2024**

#### **ISSUE PRICE CERTIFICATE**

The undersigned, on behalf of [UNDERWRITER] (the "Underwriter"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds").

1. ***Sale of the General Rule Maturities.*** As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

[2. ***Qualified Guarantee.*** The Underwriter has calculated that the present value of the costs of the Insurance Policy (as defined in the Tax Certificate to which this Exhibit is attached) obtained with respect to the Bonds is less than the present value of the interest expected to be saved as a result of the Insurance Policy.]

3. ***Initial Offering Price of the Hold-the-Offering-Price Maturities.***

(a) The Underwriter offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement, the Underwriter has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

4. ***Defined Terms.***

(a) *General Rule Maturities* means those Maturities of the Bonds shown in Schedule A hereto as the “General Rule Maturities.”

(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds shown in Schedule A hereto as the “Hold-the-Offering-Price Maturities.”

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth (5<sup>th</sup>) business day after the Sale Date, or (ii) the date on which the Underwriter has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) *Maturity* means the Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(e) *Public* means any person (including an individual, trust, estate, partnership, association, company or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this Certificate generally means any two or more persons who have greater than 50% common ownership, directly or indirectly.

(f) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is [SALE DATE].

(g) *Underwriter* means (i) any person that agrees pursuant to a written contract with Lakeside Union School District (the “District”) (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this section to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents [UNDERWRITER]'s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the District with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Parker & Covert LLP, as Bond Counsel, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the District from time to time relating to the Bonds. Except as expressly set forth above, the certifications set forth herein may not be relied upon or used by any third party or for any other purpose.

Dated: [CLOSING DATE]

[UNDERWRITER]

By: [SAMPLE]  
Authorized Officer

**SCHEDULE A**

**SALE PRICES OF THE GENERAL RULE MATURITIES AND  
INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES**

*(Attached)*

**SCHEDULE B**

**PRICING WIRE OR EQUIVALENT COMMUNICATION**

*(Attached)*

*[Faint, illegible text, likely a watermark or bleed-through from the reverse side of the page]*

\$[PAR AMOUNT]  
LAKESIDE UNION SCHOOL DISTRICT  
(KERN COUNTY, CALIFORNIA)  
GENERAL OBLIGATION BONDS  
ELECTION OF 2008, SERIES 2024

**CONTINUING DISCLOSURE CERTIFICATE**

[CLOSING DATE]

This Continuing Disclosure Certificate (this “Disclosure Certificate”) is executed and delivered by the Lakeside Union School District (the “District”) in connection with the issuance of \$[PAR AMOUNT] aggregate principal amount of Lakeside Union School District (Kern County, California) General Obligation Bonds, Election of 2008, Series 2024 (the “Bonds”). The Bonds are being issued pursuant to a First Supplemental Paying Agent Agreement dated as of May 1, 2024, supplementing the Paying Agent Agreement dated as of December 1, 2020 (altogether, the “Paying Agent Agreement”), by and between the District and Zions Bancorporation, National Association (the “Paying Agent”). The District covenants and agrees as follows:

**Section 1. Purpose of the Disclosure Certificate.** This Disclosure Certificate is being delivered by the District for the benefit of the holders and beneficial owners of the Bonds, and to assist the Participating Underwriter, as defined below, in complying with S.E.C. Rule 15c2-12(b)(5).

**Section 2. Definitions.** In addition to the definitions set forth in the Paying Agent Agreement, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

**Annual Report** means any report provided by the District pursuant to, and as described in, Sections 3 (Provision of Annual Reports) and 4 (Content of Annual Reports) of this Disclosure Certificate.

**Beneficial Owner** means any person who (a) has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries); or (b) is treated as the owner of any Bonds for federal income tax purposes.

**Bondholders** means either the registered owners of the Bonds, or, if the Bonds are registered in the name of The Depository Trust Company or another recognized depository, any Beneficial Owner or applicable participant in its depository system.

**Dissemination Agent** means Government Financial Services Joint Powers Authority, or any successor Dissemination Agent.

**EMMA or Electronic Municipal Market Access** means the centralized online repository for documents filed with the MSRB, such as official statements and disclosure information relating to municipal bonds, notes and other securities as issued by state and local governments.

**Financial Obligation** means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of (a) or (b). The term “Financial Obligation” does not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

**Listed Events** means any of the events listed in Section 5(a) (Reporting of Significant Events – Significant Events) of this Disclosure Certificate.

**MSRB** means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule, or any other repository of disclosure information, which may be designated by the Securities and Exchange Commission as such for purposes of the Rule in the future.

**Official Statement** means the final Official Statement dated [SALE DATE], relating to the Bonds.

**Opinion of Bond Counsel** means a written opinion of a law firm or attorney experienced in matters relating to obligations the interest on which is excludable from gross income for federal income tax purposes.

**Participating Underwriter** means the original underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds.

**Repository** means MSRB or any other repository of disclosure information that may be designated by the Securities and Exchange Commission as such for purposes of the Rule in the future.

**Rule** means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

**State** means the State of California.

### **Section 3. Provision of Annual Reports.**

a. **Delivery of Annual Report to Repository.** The District shall, or shall cause the Dissemination Agent to, not later than eight (8) months after the end of each fiscal year, commencing with the report for the 2023-2024 Fiscal Year, due February 28, 2025, provide to the Repository an Annual Report that is consistent with the requirements of Section 4 (Content of Annual Reports) of this Disclosure Certificate. The Annual Report may be submitted as a single document or as a package of separate documents and may include by cross-reference other information as provided in Section 4 (Content of Annual Reports) of this Disclosure Certificate;



provided that the audited financial statements of the District may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the District's Fiscal Year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(d).

If the District does not provide, or cause the Dissemination Agent to provide, an Annual Report by the date required above, the Dissemination Agent shall provide to the MSRB in a timely manner, in an electronic format as prescribed by the MSRB, a notice in substantially the form attached as Exhibit A.

b. The Dissemination Agent shall:

(1) determine each year prior to the Annual Report Date the then-applicable rules and electronic format prescribed by the MSRB for the filing of annual continuing disclosure reports; and

(2) if the Dissemination Agent is other than the District, file a report with the District certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, and stating the date it was provided.

**Section 4. Content of Annual Reports.** The District's Annual Report shall contain or include by reference the following:

a. Financial Statements. Audited financial statements prepared in accordance with the generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the District's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

b. Other Financial Information and Operating Data. Material financial information and operating data with respect to the District of the type included in the Official Statement in the following categories (to the extent not included in the District's audited financial statements):

(1) assessed valuation of taxable property in the District for the current fiscal year;

(2) largest local secured taxpayers within the District for the current fiscal year;

(3) average daily attendance of the District for the last completed fiscal year;

(4) outstanding District indebtedness; and



(5) summary financial information on revenues, expenditures and fund balances for the District's general fund reflecting adopted budget for the current fiscal year.

c. In addition to any of the information expressly required to be provided under paragraphs (a) and (b) of this Section, the District shall provide such further information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the District or related public entities that have been submitted to the Repository or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB. The District shall clearly identify each such other document so included by reference.

### **Section 5. Reporting of Significant Events.**

a. Significant Events. Pursuant to the provisions of this Section, the District shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax-exempt status of the Bonds;
- (7) modifications to rights of Bondholders, if material;
- (8) Bond calls, if material, and tender offers;
- (9) defeasances;
- (10) release, substitution, or sale of property securing repayment of the Bonds, if material;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar event of the District;
- (13) the consummation of a merger, consolidation, or acquisition, or certain asset sales, involving the District, or entry into or termination of a definitive agreement relating to the foregoing, if material;
- (14) appointment of a successor or additional trustee or paying agent, or the change of name of the trustee or paying agent, if material;
- (15) incurrence of a Financial Obligation of the District, if material, or agreement to covenant, events of default, remedies, priority rights, or other

- similar terms of a Financial Obligation of the District, any of which affect Bondholders, if material;
- (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the District, any of which reflect financial difficulties.

b. Determination of Materiality. Whenever the District obtains knowledge of one of the foregoing events notice of which must be given only if material, the District shall immediately determine if such event would be material under applicable federal securities laws.

c. Notice to Dissemination Agent. If the District has determined an occurrence of a Listed Event under applicable federal securities laws, the District shall promptly notify the Dissemination Agent (if other than the District) in writing. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to subsection (d) (Notice of Listed Events).

d. Notice of Listed Events. The District shall file, or cause the Dissemination Agent to file, with the MSRB, in an electronic format prescribed by the MSRB, a notice of the occurrence of a Listed Event to provide notice of specified events in a timely manner not in excess of ten (10) business days after the event's occurrence. Notwithstanding the foregoing, notice of Listed Events described in subsection (a)(8) (Bond calls, if material, and tender offers) need not be given under this subsection any earlier than the notice (if any) given to Bondholders of affected Bonds pursuant to the Paying Agent Agreement.

#### **Identifying Information for Filings with MSRB.**

All documents provided to the MSRB under this Disclosure Certificate shall be filed in a readable PDF or other electronic format as prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

**Section 7. Termination of Reporting Obligation.** The District's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption, or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the District shall give notice of such termination in the same manner as for a Listed Event under Section 5(d) (Notice of Listed Events).

**Section 8. Dissemination Agent.** The District may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate. The Dissemination Agent shall be designated in writing by the District and shall file with the District a written acceptance of such designation. The District may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

**Section 9. Amendment; Waiver.** Notwithstanding any other provision of this Disclosure Certificate, the District may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

- a. if the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change

in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Bonds, or type of business conducted;

b. the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

c. the proposed amendment or waiver either (i) is approved by holders of the Bonds in the manner provided in the Paying Agent Agreement for amendments to the Paying Agent Agreement with the consent of holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the Bonds.

If this Disclosure Certificate is amended or any provision of this Disclosure Certificate is waived, the District shall describe such amendment or waiver in the next following Annual Report and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the District. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(d) (Notice of Listed Events), and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

**Section 10. Additional Information.** Nothing in this Disclosure Certificate shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the District chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the District shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

**Section 11. Default.** If the District fails to comply with any provision of this Disclosure Certificate, any Bondholder of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Paying Agent Agreement, and the sole remedy under this Disclosure Certificate if the District fails to comply with this Disclosure Certificate shall be an action to compel performance.

**Section 12. Duties, Immunities and Liabilities of Dissemination Agent.** The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the District agrees to indemnify and save the Dissemination Agent, its officers,

directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall have no duty or obligation to review any information provided to it hereunder and shall not be deemed to be acting in any fiduciary capacity for the District, the Bondholders, or any other party. The obligations of the District under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

**Section 13. Beneficiaries.** This Disclosure Certificate shall inure solely to the benefit of the District, the Paying Agent, the Dissemination Agent, the Participating Underwriter and holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity.

**IN WITNESS WHEREOF**, the District has caused this Continuing Disclosure Certificate to be executed by its authorized officer as of the day and year first above written.

**LAKESIDE UNION SCHOOL DISTRICT**

By: \_\_\_\_\_  
Superintendent



**EXHIBIT A**

**FORM OF NOTICE TO REPOSITORY OF FAILURE TO FILE ANNUAL REPORT**

Name of District: Lakeside Union School District

Name of Bonds: LAKESIDE UNION SCHOOL DISTRICT  
(KERN, COUNTY, CALIFORNIA)  
GENERAL OBLIGATION BONDS  
ELECTION OF 2008, SERIES 2024

Date of Delivery: [CLOSING DATE]

NOTICE IS HEREBY GIVEN that the Lakeside Union School District (the "District") has not provided an Annual Report with respect to the above-named Bonds as required by a Continuing Disclosure Certificate executed [CLOSING DATE], with respect to the above-captioned bond issue. The District anticipates that the Annual Report will be filed by \_\_\_\_\_.

Dated: \_\_\_\_\_

**LAKESIDE UNION SCHOOL DISTRICT**

[SAMPLE ONLY]

**NEW ISSUE -- FULL BOOK-ENTRY  
[BANK QUALIFIED]**S&P Underlying Rating: “\_\_”  
See “Ratings” herein

*In the opinion of Parker & Covert LLP, Sacramento, California (“Bond Counsel”), based upon an analysis of existing statutes, regulations, rulings and court decisions and assuming, among other things, the accuracy of certain representations and compliance with certain covenants, interest on the Bonds is excludable from gross income for federal income tax purposes and is exempt from State of California personal income taxes. In the opinion of Bond Counsel, interest on the Bonds is not an item of tax preference for purposes of the alternative minimum tax imposed on individuals; however, such interest may be subject to the corporate alternative minimum tax imposed on corporations. Bond Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the accrual or receipt of interest on, the Bonds. See “Tax Matters” herein.*

**\$(PAR AMOUNT)\*  
LAKESIDE UNION SCHOOL DISTRICT  
(KERN COUNTY, CALIFORNIA)  
GENERAL OBLIGATION BONDS  
ELECTION OF 2008, SERIES 2024  
[(Bank Qualified)]**

**Dated: Date of Delivery****Due: June 1, as set forth on inside cover**

The Lakeside Union School District (Kern County, California) General Obligation Bonds, Election of 2008, Series 2024 (the “Bonds”), in the aggregate principal amount of \$(PAR AMOUNT) are being issued by the Lakeside Union School District (the “District”), to provide funds to (i) finance the specific school facilities projects set forth in the ballot measure approved by the District’s voters at an election held on November 4, 2008, and (ii) pay certain costs of issuance of the Bonds. See “The Financing Plan.”

The Bonds are general obligations of the District, payable solely from the proceeds of *ad valorem* taxes levied within the territory of the District, which the Board of Supervisors of Kern County is empowered and obligated to levy, without limitation as to rate or amount, upon all property within the District subject to taxation by the District (except upon certain personal property which is taxable at limited rates), for the payment of principal of and interest on the Bonds when due. See “Security and Sources of Payment for the Bonds.”

The Bonds will be issued in book entry form only and will be initially issued and registered in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York (“DTC”). Purchasers will not receive physical certificates representing their interests in the Bonds. See Appendix F - “Book Entry Only System.”

Interest on the Bonds accrues from their date of delivery and is payable on December 1, 2024, and semiannually thereafter on June 1 and December 1 of each year. Payments of principal of and interest on the Bonds will be paid by Zions Bancorporation, National Association, Los Angeles, California, as Paying Agent, to DTC for subsequent disbursement to DTC Participants, who will remit such payments to the Beneficial Owners of the Bonds.

**The Bonds are subject to optional and mandatory sinking fund redemption prior to maturity.** See “The Bonds – Redemption.”

This cover page contains information for quick reference only. It is not a summary of all the provisions of the Bonds. Investors must read the entire Official Statement to obtain information essential in making an informed investment decision.

**MATURITY SCHEDULE  
(on inside front cover)**

*The Bonds are being purchased for reoffering by \_\_\_\_\_ as underwriter of the Bonds (the “Underwriter”). The Bonds are offered when, as and if issued by the District and received by the Underwriter, subject to the approval as to their legality by Parker & Covert LLP, Sacramento, California, Bond Counsel to the District. Certain legal matters will be passed upon for the District by Parker & Covert LLP, Sacramento, California, as Disclosure Counsel to the District. It is anticipated that the Bonds in book-entry form will be available for delivery through the facilities of The Depository Trust Company, on or about May 16, 2024.*

This Official Statement is dated [SALE DATE]

\* Preliminary, subject to change

\* Preliminary, subject to change

**\$[PAR AMOUNT]\***  
**LAKE SIDE UNION SCHOOL DISTRICT**  
**(KERN COUNTY, CALIFORNIA)**  
**GENERAL OBLIGATION BONDS**  
**ELECTION OF 2008, SERIES 2024**

**MATURITY SCHEDULE\***  
**\$ \_\_\_\_\_ \* Serial Bonds**

<b>Maturity (June 1)</b>	<b>Principal Amount</b>	<b>Interest Rate</b>	<b>Yield</b>	<b>CUSIP®†</b>
2025				51214T
2026				51214T
2027				51214T
2028				51214T
2029				51214T
2030				51214T
2031				51214T
2032				51214T
2033				51214T
2034				51214T
2035				51214T
2036				51214T
2037				51214T
2038				51214T
2039				51214T
2040				51214T
2041				51214T
2042				51214T
2043				51214T
2044				51214T
2045				51214T

\$ % Term Bond due – Price: % - Yield: .% - CUSIP®† 51214T

† CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services (CGS) is managed on behalf of the American Bankers Association by FactSet Research Systems Inc. Copyright© 2024 CUSIP Global Services. All rights reserved. CUSIP® numbers are provided for convenience of reference only. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. Neither the Underwriter, the School District, Bond Counsel, nor Disclosure Counsel is responsible for the selection or correctness of the CUSIP® numbers set forth above.

**LAKESIDE UNION SCHOOL DISTRICT**  
Kern County, California

**DISTRICT GOVERNING BOARD**

Darin Buoni, President  
Tamara Jones, Vice President  
Alan Banducci, Trustee  
Mario Buoni, Trustee  
Russell Robertson, Trustee

**DISTRICT ADMINISTRATION**

Ty Bryson, Superintendent  
Kimberly Scogin, Business Manager

**BOND COUNSEL AND DISCLOSURE COUNSEL**

Parker & Covert LLP  
Sacramento, California

**PUBLIC FINANCE CONSULTANT**

Government Financial Services Joint Powers Authority  
Sacramento, California

**PAYING AGENT**

Zions Bancorporation, National Association  
Los Angeles, California



## GENERAL INFORMATION ABOUT THIS OFFICIAL STATEMENT

**Use of Official Statement.** This Official Statement is submitted in connection with the sale of the Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose. This Official Statement is not a contract between any bond owner and the District or the Underwriter.

**No Offering Except by This Official Statement.** No dealer, broker, salesperson or other person has been authorized by the District or the Underwriter to give any information or to make any representations other than those contained in this Official Statement and, if given or made, such other information or representation must not be relied upon as having been authorized by the District or the Underwriter.

**No Unlawful Offers or Solicitations.** This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor may there be any sale of the Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

**Information in Official Statement.** The information set forth in this Official Statement has been furnished by the District and other sources that are believed to be reliable, but, as to such other sources, it is not guaranteed as to accuracy or completeness.

**Estimates and Forecasts.** When used in this Official Statement and in any press release and in any oral statement made with the approval of an authorized officer of the District, the words or phrases "will likely result," "are expected to," "will continue," "is anticipated," "estimate," "project," "forecast," "expect," "intend" and similar expressions identify "forward looking statements." Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements. Any forecast is subject to such uncertainties. Inevitably, some assumptions used to develop the forecasts will not be realized and unanticipated events and circumstances may occur. Therefore, there are likely to be differences between forecasts and actual results, and those differences may be material.

**Stabilization of and Changes to Offering Prices.** The Underwriter may over allot or take other steps that stabilize or maintain the market price of the Bonds at a level above that which might otherwise prevail in the open market. If commenced, the Underwriter may discontinue such market stabilization at any time. The Underwriter may offer and sell the Bonds to certain dealers, dealer banks and banks acting as agent at prices lower than the public offering prices stated on the inside cover page of this Official Statement, and those public offering prices may be changed from time to time by the Underwriter.

**Involvement of Underwriter.** The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

**Document Summaries.** All summaries of documents referred to in this Official Statement are made subject to the provisions of such documents and qualified in their entirety to reference to such documents and do not purport to be complete statements of any or all of such provisions.

**No Securities Laws Registration.** The Bonds have not been registered under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, in reliance upon exceptions therein for the issuance and sale of municipal securities. The Bonds have not been registered or qualified under the securities laws of any state.

**Effective Date.** This Official Statement speaks only as of its date, and the information and expressions of opinion contained in this Official Statement are subject to change without notice. Neither the delivery of this Official Statement nor any sale of the Bonds will, under any circumstances, give rise to any implication that there has been no change in the affairs of the District, the County, the other parties described in this Official Statement, or the condition of the property within the District since the date of this Official Statement.

**District Website and Social Media.** The District maintains an internet website and certain social media accounts. However, the information presented there is not incorporated into this Official Statement by any reference, and should not be relied upon in making investment decisions with respect to the Bonds.

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## OFFICIAL STATEMENT

**\$[PAR AMOUNT]\***  
**LAKESIDE UNION SCHOOL DISTRICT**  
**(KERN COUNTY, CALIFORNIA)**  
**GENERAL OBLIGATION BONDS**  
**ELECTION OF 2008, SERIES 2024**  
**[(Bank Qualified)]**

### INTRODUCTION

The purpose of this Official Statement, which includes the cover page, inside cover pages, and attached appendices, is to set forth certain information concerning the issuance, sale, and delivery of the Lakeside Union School District, General Obligation Bonds, Election of 2008, Series 2024 (the “Bonds”). All capitalized terms used in this Official Statement, unless noted otherwise, have the meanings set forth in the Paying Agent Agreement (as defined below).

This Introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page, inside cover pages, and appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement. The offering of the Bonds to potential investors is made only by means of the entire Official Statement.

#### **The District**

The Lakeside Union School District (the “District”), established in 1941, is a political subdivision of the State of California (the “State”), located in Kern County, California (the “County”). Encompassing approximately 166 square miles, the District serves a population of approximately 12,220 people residing in the southwestern portion of the City of Bakersfield (the “City”) as well as unincorporated areas of the County. The District operates two elementary schools providing education to 1,570 students in fiscal year 2022-23 in transitional kindergarten through eighth grade. A five-member elected Board of Trustees (the “Board”) governs the District. See Appendix A – “The District – General and Financial Information” attached hereto.

#### **Authority for Issuance of the Bonds**

The Bonds are general obligation bonds to be issued under the provisions of the Constitution of the State of California (the “State Constitution”), the State of California Government Code (the “Government Code”) and the State of California Education Code (the “Education Code”), a Resolution adopted by the Board of Trustees on April 9, 2024 (the “District Resolution”), and a First Supplemental Paying Agent Agreement dated as of May 1, 2024, supplementing the Paying Agent Agreement dated as of December 1, 2020 (altogether, the “Paying Agent Agreement”), by and between the District and Zions Bancorporation, National Association, as paying agent (the “Paying Agent”). The Bonds represent the fourth series of bonds issued pursuant to an authorization approved by voters of the District on November 4, 2008 (the “2008 Authorization”). See “The Bonds – Authority for Issuance” for additional information.

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\* Preliminary, subject to change

## **Purpose of Issue**

The Bonds are being issued to provide funds to (i) finance a portion of the school facilities projects set forth in the 2008 Authorization, including all necessary legal, financial, engineering, and contingent costs in connection therewith; and (ii) pay certain costs of issuance of the Bonds. See “The Bonds – Purpose of the Bonds.”

## **Description of the Bonds**

The Bonds are being issued as current interest bonds in denominations of \$5,000 principal amount or any integral multiple thereof. The Bonds are dated their date of delivery and mature on June 1 in each of the years and in the amounts set forth on the inside cover pages hereof. Interest on the Bonds is payable semiannually on June 1 and December 1 of each year, commencing December 1, 2024. Interest on the Bonds is computed on the basis of a 360-day year comprised of 12 months of 30 days each. See “The Bonds – Description of the Bonds” herein.

## **Registration**

The Bonds will be issued in fully registered form only, registered in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York (“DTC”), and will be available to actual purchasers of the Bonds (the “Beneficial Owners”) under the book-entry-only system maintained by DTC, only through brokers and dealers who are or act through DTC Participants as described herein. Beneficial Owners will not be entitled to receive physical delivery of the Bonds, but will instead receive credit balances on the books of their respective nominees. If use of the book-entry-only system is discontinued with respect to the Bonds, the Bonds will be registered in accordance with the Paying Agent Agreement, as described herein. See “The Bonds – Registration, Transfer and Exchange of Bonds” and Appendix F – “Book-Entry-Only System” for additional information.

## **Redemption**

The Bonds are subject to optional and mandatory sinking fund redemption prior to maturity, as described herein. See “The Bonds – Redemption.”

## **Security for the Bonds**

The Bonds are general obligations of the District payable solely from *ad valorem* property taxes. The Board of Supervisors of the County has the power and is obligated to annually levy *ad valorem* property taxes, without limitation as to rate or amount (except certain personal property that is taxable at limited rates), upon all property within the District for the payment of the principal of and interest on the Bonds. See “Security and Sources of Payment for the Bonds.”

## **Offering and Delivery of the Bonds**

The Bonds are offered when, as and if issued and received by the purchasers, subject to approval as to their legality by Parker & Covert LLP, Sacramento, California, Bond Counsel. It is anticipated that the Bonds will be available for delivery through the facilities of DTC on or about May \_\_, 2024.

## **Tax Matters**

In the opinion of Parker & Covert LLP, Sacramento, California, Bond Counsel, based upon an analysis of existing statutes, regulations, rulings, and court decisions and assuming, among other things,

the accuracy of certain representations and compliance with certain covenants, interest on the Bonds is excludable from gross income for federal income tax purposes. In the further opinion of Bond Counsel, interest on the Bonds is not an item of tax preference for purposes of the alternative minimum tax imposed on individuals. Interest on the Bonds is included in adjusted financial statement income in order to compute alternative minimum tax for certain corporations. In the further opinion of Bond Counsel, interest on the Bonds is exempt from State of California personal income taxes. Bond Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of the Bonds or the accrual or receipt of such interest. See "Tax Matters" herein.

### **Continuing Disclosure**

To assist the Underwriter in complying with the Rule (as defined herein), the District has covenanted and agreed that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. The form of the Continuing Disclosure Certificate is included in Appendix E hereto.

### **Professionals Involved in the Offering**

Parker & Covert LLP, Sacramento, California, is serving as Bond Counsel and Disclosure Counsel to the District for the issuance of the Bonds. Government Financial Services Joint Powers Authority, Sacramento, California, a municipal entity (as defined under the Securities Exchange Act of 1934), is serving as Public Finance Consultant to the District in connection with the sale of the Bonds. Zions Bancorporation, National Association, Los Angeles, California, will serve as Paying Agent with respect to the Bonds. Bond Counsel, Disclosure Counsel, and the Paying Agent will receive compensation contingent upon the sale and delivery of the Bonds.

### **Other Information**

The Official Statement contains brief descriptions of the Bonds, the Paying Agent Agreement, and other documents. Such descriptions are not comprehensive or definitive and are qualified in their entirety by reference to such documents. Copies of documents referred to herein and information concerning the Bonds are available from the District, 14535 Old River Road, Bakersfield, CA 93311. The District may impose a charge for copying, mailing and handling.

## **THE BONDS**

### **Authority for Issuance**

The Bonds are general obligation bonds to be issued under provisions of the State Constitution, the laws of the State, including Title 5, Division 2, Part 1, Chapter 3, Article 4.5 of the State of California Government Code, commencing with Section 53506, and applicable provisions of Title 1, Division 1, Part 10, Chapters 1 and 1.5 of the Education Code, commencing with Sections 15100 and 15264, respectively, and pursuant to the Paying Agent Agreement and the District Resolution. The Bonds represent part of the \$22,500,000 2008 Authorization approved by at 55% of the votes cast by District voters on November 4, 2008, to provide funding for improvements to school facilities. The Bonds are the fourth series of bonds issued pursuant to the 2008 Authorization, and following the issuance thereof, \$ \_\_\_\_\_<sup>4\*</sup> of the 2008 Authorization will remain.

### **Purpose of the Bonds**

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<sup>4</sup> Preliminary, subject to change

Proceeds of the Bonds will be applied to (i) finance the specific school facility construction, improvements, modernization, and other 2008 Authorization projects, including all necessary legal, financial, engineering, and contingent costs in connection therewith; and (ii) pay certain costs of issuance of the Bonds.

### **Description of the Bonds**

The Bonds will be issued in fully registered form only, registered in the name of Cede & Co. as nominee of DTC. Beneficial Owners of the Bonds will not receive physical certificates representing their interests in the Bonds, but will receive a credit balance on the books of the nominees for such Beneficial Owners.

The Bonds are issuable in denominations of \$5,000 (principal amount) or any integral multiple thereof. The Bonds mature on June 1, in the years and amounts set forth on the inside cover page hereof.

The Bonds are dated their date of delivery and will bear interest from such date, computed on the basis of a 360-day year comprised of 12 months of 30 days each. Interest on the Bonds is payable on December 1, 2024, and semiannually thereafter on June 1 and December 1 of each year.

Each Bond bears interest from the interest payment date (being June 1 and December 1 of each year) next preceding the date of authentication thereof, unless (i) it is authenticated as of a day during the period after the fifteenth day of the calendar month immediately preceding an interest payment date (the "Regular Record Date") to that interest payment date, both dates inclusive, in which event it will bear interest from such interest payment date, or (ii) it is authenticated on or before November 15, 2024, in which event it bears interest from its date of delivery, provided that if, at the time of authentication of a Bond, interest is in default thereon, such Bond bears interest from the interest payment date to which interest has previously been paid or made available for payment.

The principal of and interest on the Bonds will be paid by the Paying Agent to DTC, which will in turn remit such payments to its DTC Participants for subsequent disbursement to the Beneficial Owners of the Bonds as described herein. As long as Cede & Co. is the registered owner of the Bonds, the principal of and interest on the Bonds is payable by wire transfer with same-day funds transferred by the Paying Agent to Cede & Co., as nominee for DTC.

As long as Cede & Co. is the registered owner of the Bonds, as nominee of DTC, references herein to the registered owners shall mean Cede & Co. and shall not mean the Beneficial Owners of the Bonds. See Appendix F – "Book-Entry-Only System" for more information about DTC. If the book-entry-only system described below is no longer used with respect to the Bonds, the Bonds will be registered as described under the caption "Registration, Transfer and Exchange of Bonds."

The Paying Agent, the District, the County, and the Underwriter of the Bonds have no responsibility or liability for any aspects of the records relating to or payments made on account of beneficial ownership, or for maintaining, supervising or reviewing any records relating to beneficial ownership, of interests in the Bonds.

### **Redemption**

**Optional Redemption.** The Bonds maturing on or before June 1, 2032 are not subject to optional redemption prior to maturity. The Bonds maturing on or after June 1, 2033 are subject to redemption prior to their respective stated maturity dates, at the option of the District, as a whole or in part among maturities on such basis as shall be designated by the District and by lot within each maturity, from any

source of available funds, on any date on or after June 1, 2032, at the principal amount of Bonds called for redemption, plus accrued interest thereon to the date of redemption, without premium.

***Selection of Bonds for Redemption.*** In the case of any redemption at the election of the District of less than all the Outstanding Bonds, the District shall, at least 45 days prior to the date fixed for redemption (unless a shorter notice shall be satisfactory to the Paying Agent), notify the Paying Agent of such redemption date and of the principal amount of Bonds to be redeemed.

If less than all the Outstanding Bonds of any maturity are to be redeemed, not more than 60 days prior to the redemption date the Paying Agent shall select the particular Bonds to be redeemed from the Outstanding Bonds that have not previously been called for redemption, in minimum amounts of \$5,000 of principal amount, by lot in any manner that the Paying Agent in its sole discretion shall deem appropriate and fair. For purposes of such selection, each \$5,000 amount of principal shall be deemed to be a separate Bond.

For purposes of the Paying Agent Agreement, unless the context otherwise requires, all provisions relating to the redemption of Bonds shall relate, in the case of any Bond redeemed or to be redeemed only in part, to the portion of the principal of such Bond that has been or is to be redeemed.

***Notice of Redemption.*** When Bonds are being redeemed as described above, the Paying Agent shall mail notice of redemption not fewer than 30 nor more than 60 days prior to the redemption date by first-class mail, postage prepaid, to the respective Beneficial Owners of any Bonds designated for redemption at their addresses appearing on the Bond Register. The Paying Agent shall also file such notice of redemption on the same day with the Municipal Securities Rulemaking Board ("MSRB") through its Electronic Municipal Market Access (EMMA) website.

Each notice of redemption shall state (a) the date of such notice; (b) the series designation of the Bonds; (c) the date of issue of the Bonds; (d) the redemption date; (e) the redemption price; (f) the place or places of redemption (including the name and appropriate address or addresses of the Paying Agent); (g) the CUSIP number (if any) of the maturity or maturities; and (h) if less than all of any such maturity, the distinctive certificate numbers of the Bonds of such maturity to be redeemed and, in the case of Bonds to be redeemed in part only, the respective portions of the principal amount thereof to be redeemed. Each notice of redemption shall either (a) explicitly state that the proposed redemption is conditioned on there being on deposit on the redemption date sufficient money to pay in full the redemption price of the Bonds or portions thereof to be redeemed; or (b) be sent only if sufficient money to pay in full the redemption price of the Bonds or portions thereof to be redeemed is on deposit. Each such notice shall also (a) state that on said date there will become due and payable on each of said Bonds the redemption price thereof or of said specified portion of the principal amount thereof in the case of a Bond to be redeemed in part only, together with interest accrued thereon to the date fixed for redemption; (b) state that from and after such redemption date interest thereon shall cease to accrue; and (c) require that such Bonds be then surrendered at the address or addresses of the Paying Agent specified in the redemption notice.

Failure by the Paying Agent to file notice with MSRB or failure of any Beneficial Owner to receive notice of any defect in any such notice shall not affect the sufficiency of the proceedings for redemption. Failure by the Paying Agent to mail or otherwise deliver notice to any one or more of the respective Beneficial Owners of any Bonds designated for redemption shall not affect the sufficiency of the proceedings for redemption with respect to the Beneficial Owner or Beneficial Owners to whom such notice was mailed or delivered.

***Right to Rescind Notice.*** The District may rescind any optional redemption and notice thereof for any reason on any date prior to the date fixed for redemption by causing written notice of the rescission to



be given to the Beneficial Owners of the Bonds so called for redemption. Any optional redemption and notice thereof will be rescinded if for any reason on the date fixed for redemption moneys are not available in the fund held by the Paying Agent for the payment of principal of and interest on the Bonds to the Bondholders or otherwise held in trust for such purpose in an amount sufficient to pay in full on said date the principal of, interest, and any premium due on the Bonds called for redemption. Notice of rescission of redemption will be given in the same manner in which notice of redemption was originally given. The actual receipt by the Beneficial Owner of any Bond of notice of such rescission is not a condition precedent to rescission, and failure to receive such notice or any defect in such notice will not affect the validity of the rescission.

***Effect of Notice of Redemption.*** Notice of redemption having been duly given as aforesaid and moneys for payment of the redemption price of the Bonds so to be redeemed being held by the Paying Agent, on the redemption date designated in such notice (i) the Bonds so to be redeemed shall become due and payable at the redemption price specified in such notice; (ii) interest on such Bonds shall cease to accrue; (iii) such Bonds shall cease to be entitled to any benefit or security under the Paying Agent Agreement; and (iv) the Beneficial Owners of such Bonds shall have no rights in respect thereof except to receive payment of the redemption price. Upon surrender of any such Bond for redemption in accordance with said notice, such Bond shall be paid by Paying Agent at the redemption price.

### **Registration, Transfer and Exchange of Bonds**

If the book-entry-only system is discontinued, the provisions in the Paying Agent Agreement summarized below will govern the registration, exchange and transfer of the Bonds.

The Paying Agent will keep or cause to be kept, at the Paying Agent's Office, the Bond Register to provide for the registration and transfer of the Bonds. The Bond Register will be open to inspection by the District during normal business hours.

Upon surrender of a Bond for transfer at the Paying Agent's Office, the District shall execute and, if required, the Paying Agent shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of the same series, tenor, and maturity and for an equivalent aggregate principal amount.

Bonds may be exchanged for an equivalent aggregate principal amount of Bonds of other authorized denominations of the same series, tenor, and maturity, upon surrender of the Bonds for exchange at the Paying Agent's Office. Upon surrender of Bonds for exchange, the District shall execute and, if required, the Paying Agent shall authenticate and deliver the Bonds that the Bondholder making the exchange is entitled to receive.

Every Bond presented or surrendered for transfer or exchange shall be accompanied by a written instrument of transfer, in a form satisfactory to the Paying Agent that is duly executed by the Beneficial Owner or by his attorney duly authorized in writing. All fees and costs of any transfer or exchange of Bonds shall be paid by the Bondholder requesting such transfer or exchange.

No transfer or exchanges of Bonds are required to be made (a) during the period established by the Paying Agent for selection of Bonds for redemption or (b) with respect to a Bond that has been selected for redemption in whole or in part, except the unredeemed portion of such Bond selected for redemption in part, from and after the day that such Bond has been selected for redemption in whole or in part.

## **THE FINANCING PLAN**

The net proceeds of the Bonds will be deposited with the County, in a building fund established by the Kern County Treasurer (the "County Treasurer") on behalf of the District pursuant to Education Code section 15146, and used to finance 2008 Authorization projects. See "Estimated Uses and Sources of Funds."

A portion of the proceeds of the Bonds, exclusive of any premium, will be retained by the Paying Agent for deposit into a costs of issuance fund of the District to pay certain costs associated with the issuance of the Bonds. See "Estimated Uses and Sources of Funds."

The premium, if any, that is received by the District from the sale of the Bonds will be transferred to the County Treasurer for deposit in the Lakeside Union School District General Obligation Bonds Election of 2008 Debt Service Fund (the "Debt Service Fund") maintained by the County Treasurer for the District pursuant to Education Code section 15251. Moneys deposited in the Debt Service Fund will be used solely for the payment of principal of and interest on the general obligation bonds of the District. See "Security and Sources of Payment for the Bonds."

The *ad valorem* property taxes levied by the County for the payment of the Bonds, when collected, and any premium received upon the sale of the Bonds, are required to be held by the County in the Debt Service Fund, and used only for payment of principal of and interest on Bonds. Funds on deposit in the building and the interest sinking fund will be invested through the County's pooled investment fund. See Appendix G – "Kern County Investment Results and Investment Policy."

## ESTIMATED SOURCES AND USES OF FUNDS

The sources and uses of funds with respect to the Bonds are as follows:

Sources		
:	Principal Amount of Bonds	\$[PAR AMOUNT]
	Net Original Issue Premium	
	Total Sources:	\$
Uses:		
	Deposit to Building Fund	\$
	Deposit to Debt Service Fund	
	Costs of Issuance <sup>(1)</sup>	
	Total Uses:	\$

- (1) Includes the fees of Bond Counsel, Disclosure Counsel, and Public Finance Consultant, Underwriter's discount, [premium for a policy of municipal bond insurance], Paying Agent fees, legal fees, rating agency fees, and miscellaneous other costs of issuance.

## DEBT SERVICE SCHEDULES

*The Bonds.* Debt service on the Bonds, assuming no optional redemptions (but including mandatory sinking fund redemption), is as shown in the following table.

### General Obligation Bonds Election of 2008, Series 2024

Date	Principal	Interest	Semiannual Debt Service
December 1, 2024	\$	\$	\$
June 1, 2025			
December 1, 2025			
June 1, 2026			
December 1, 2026			
June 1, 2027			
December 1, 2027			
June 1, 2028			
December 1, 2028			
June 1, 2029			
December 1, 2029			
June 1, 2030			
December 1, 2030			
June 1, 2031			
December 1, 2031			
June 1, 2032			
December 1, 2032			
June 1, 2033			
December 1, 2033			
June 1, 2034			
December 1, 2034			
June 1, 2035			
December 1, 2035			
June 1, 2036			
December 1, 2036			
June 1, 2037			
December 1, 2037			
June 1, 2038			
December 1, 2038			
June 1, 2039			
December 1, 2039			
June 1, 2040			
December 1, 2040			
June 1, 2041			
December 1, 2041			
June 1, 2042			
December 1, 2042			
June 1, 2043			
December 1, 2043			
June 1, 2044			
December 1, 2044			
June 1, 2045			
Total	\$	\$	\$

Upon issuance of the Bonds, scheduled debt service on the District's outstanding general obligation bond debt, assuming no optional redemption (but including mandatory sinking fund redemption) is shown in the following table.

### Outstanding General Obligation Bond Debt Service

<u>Year Ending</u> <u>(June 30)</u>	<u>Outstanding</u> <u>General</u> <u>Obligation Bonds</u>	<u>General</u> <u>Obligation Bonds,</u> <u>Election of 2008,</u> <u>Series 2024</u>	<u>Total General</u> <u>Obligation Bond</u> <u>Debt Service</u>
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
2042			
2043			
2044			
2045			
Total			

### SECURITY AND SOURCES OF PAYMENT FOR THE BONDS

#### *Ad Valorem* Property Taxes

Property tax revenues result from the application of the appropriate tax rate to the total net assessed value of taxable property in the District. All property, including real, personal and intangible property, is taxable, unless granted an exemption by the State Constitution or United States law. Under the State Constitution, exempt classes of property include household and personal effects, intangible personal property (such as bank accounts, stocks and bonds), business inventories, and property used for religious, hospital, scientific and charitable purposes. The California Legislature (the "State Legislature") may create additional exemptions for personal property, but not for real property. Taxes on property located in a school district with boundaries extending into more than one county are administered separately by each county in which the property is located (the District is located solely in the County).

The Board of Supervisors of the County has the power and is obligated to annually levy *ad valorem* property taxes, without limitation as to rate or amount (except certain personal property that is taxable at limited rates), upon all property within the District subject to taxation by the District for the payment of principal of and interest on the Bonds. The levy may include an allowance for an annual reserve, established for the purpose of avoiding fluctuating tax levies. However, the County is not

obligated to establish or maintain such a reserve, and the District can make no representations that the County will do so. Such taxes are required to be levied annually, in addition to all other taxes, during the period that any Bonds are outstanding in an amount sufficient to pay the principal of and interest on the Bonds when due.

Such taxes, when collected, will be deposited into in the Debt Service Fund maintained by the County Treasurer in the County Treasury for the District pursuant to Education Code section 15251. The County Treasurer will transfer, at the direction of the District, monies from the taxes collected together with other amounts on deposit in the Debt Service Fund to the Paying Agent to the extent necessary to pay the principal of and interest on the Bonds as the same become due and payable.

Taxes on real property located within the District are assessed and collected by the County in the same manner, at the same time, and in the same installments as other *ad valorem* taxes on real property located in the County. In addition to general obligation bonds issued by the District, other entities with jurisdiction in or overlapping with the District may issue debt payable from *ad valorem* taxes also levied on parcels in the District. Such taxes have the same priority, become delinquent at the same times and in the same proportionate amounts, and bear the same proportionate penalties and interest after delinquency, as *ad valorem* taxes levied for the payment of the Bonds and other general obligation bonds of the District.

In no event is the District obligated to pay principal of and interest and redemption premium, if any, on the Bonds from any source of funds other than *ad valorem* taxes. However, nothing in the District Resolution prevents the District from making advances of its moneys, howsoever derived, to any use or purpose permitted by law.

Although the County is obligated to levy *ad valorem* property taxes for the payment of Bonds, the Bonds are not a debt of the County.

### **Statutory Lien on *Ad Valorem* Property Tax Revenues**

Senate Bill 222 was signed by the California Governor on July 13, 2015 and became effective on January 1, 2016. SB 222 amended Section 15251 of the California Education Code and added Section 53515 to the California Government Code to provide that voter-approved general obligation bonds which are secured by *ad valorem* tax collections, such as the Bonds, are secured by a statutory lien on all revenues received pursuant to the levy and collection of the property tax imposed to service those bonds. Such lien shall attach automatically and is valid and binding from the time the bonds are executed and delivered. The lien is enforceable against the issuer, its successors, transferees, and creditors, and all others asserting rights therein, irrespective of whether those parties have notice of the lien and without the need for any further act.

### **Property Tax Collection Procedures**

Taxes are levied by the County for each fiscal year on taxable real and personal property that is situated in the District as of the preceding January 1. For assessment and collection purposes, property is classified either as “secured” or “unsecured” and is listed accordingly on separate parts of the assessment roll. The “secured roll” is that part of the assessment roll containing State assessed public utilities property and real property having a tax lien that is sufficient, in the opinion of the Kern County Assessor (the “County Assessor”), to secure payment of the taxes. Other property is assessed on the “unsecured roll.” The County Treasurer, in its capacity as tax collector, is presented with a tax roll created from the combined rolls of the County Assessor and the State Board of Equalization (“SBE”). The County Treasurer, in its capacity as tax collector, prepares and mails tax bills to taxpayers and collects the taxes.

Property taxes on the secured roll are due in two installments, on November 1 and February 1 of each fiscal year. If unpaid, such taxes become delinquent on December 10 and April 10, respectively, and a 10% penalty attaches to any delinquent payment. After the April 10 delinquency deadline, a \$10 administrative fee attaches for the purpose of recouping costs associated with collecting and processing late payments. Property on the secured roll with respect to which taxes are delinquent becomes tax defaulted on or about June 30 of the fiscal year. Such property may thereafter be redeemed by payment of a penalty of 1.5% per month to the time of redemption, plus costs and a redemption fee. If taxes are unpaid for a period of five years or more, the property is subject to sale by the County Treasurer.

Property taxes on the unsecured roll are mailed in July and become delinquent, if unpaid, on August 31. A 10% penalty attaches to delinquent unsecured taxes. If unsecured taxes are unpaid at 5:00 p.m. on October 31, an additional penalty of 1.5% attaches to them on the first day of each month until paid. The taxing authority has four ways of collecting delinquent unsecured personal property taxes: (1) bringing a civil action against the taxpayer; (2) filing a certificate in the office of the County Clerk specifying certain facts in order to obtain a lien on certain property of the taxpayer; (3) filing a certificate of delinquency for record in the County Clerk and County Recorder's office in order to obtain a lien on certain property of the taxpayer; and (4) seizing and selling personal property, improvements, or possessory interests belonging or assessed to the assessee.

As long as the Teeter Plan (as defined herein) remains in effect in the County, the District will be credited with the full amount of the tax levy no matter the delinquency rate within the District. See Appendix A – "The District – General and Financial Information – District Financial Information – Property Taxes" herein for more information.

The following tables show a five-year history of real property tax collections and delinquencies in the District.

**LAKESIDE UNION SCHOOL DISTRICT**  
**Secured Tax Charges and Delinquencies<sup>(1)</sup>**  
**Fiscal Years 2018-19 through 2022-23**

Fiscal Year	Secured Tax Charge <sup>(2)</sup>	Amount Delinquent June 30	% Delinquent June 30
2018-19	\$1,960,040.91	\$25,282.11	1.29%
2019-20	2,074,535.20	34,366.18	1.66
2020-21	2,220,676.59	28,602.59	1.29
2021-22	2,336,115.67	31,007.31	1.33
2022-23	2,698,740.91	42,065.16	1.56

<sup>(1)</sup> Kern utilizes the Teeter Plan for assessment levy and distribution. This method guarantees distribution of 100% of the assessments levied to the taxing entity, with the County retaining all penalties and interest.

<sup>(2)</sup> 1% General Fund apportionment.

Source: *California Municipal Statistics, Inc.*

Fiscal Year	Secured Tax Charge <sup>(2)</sup>	Amount Delinquent June 30	% Delinquent June 30
2018-19	\$454,417.69	\$3,012.08	0.66%
2019-20	488,690.74	10,755.33	2.20
2020-21	630,232.84	4,831.03	0.77
2021-22	664,088.49	5,955.01	0.90
2022-23	589,006.73	8,285.62	1.41

<sup>(1)</sup> Kern utilizes the Teeter Plan for assessment levy and distribution. This method guarantees distribution of 100% of the assessments levied to the taxing entity, with the County retaining all penalties and interest.

<sup>(2)</sup> District's general obligation bond debt service levy only.

## **Assessed Valuations**

The assessed valuation of property in the District is established by the County Assessor on January 1 of each year, except for public utility property, which is assessed by the State Board of Equalization. Assessed valuations are reported at 100% of the “full value” of the property, as defined in Article XIII A of the State Constitution. The full value may be adjusted annually to reflect inflation at a rate not to exceed 2% per year, or to reflect a reduction in the Consumer Price Index or comparable data for the area, or to reflect declines in property value caused by substantial damage, destruction or other factors, including assessment appeals filed by property owners. See Appendix A – “The District – General and Financial Information – Constitutional and Statutory Provisions Affecting District Revenues and Appropriations” for more information.

State law affords an appeal procedure to taxpayers who disagree with the assessed value of their taxable property. Taxpayers may informally request a reduction in assessment directly from the County Assessor, who may grant or refuse the request, and may appeal an assessment directly to the County Board of Equalization, which rules on appealed assessments whether or not settled by the County Assessor. The County Assessor is also authorized to reduce the assessed value of any taxable property upon a determination that the market value has declined below the then-current assessment, whether or not appealed by the taxpayer.

The District can make no predictions as to the changes in assessed values that might result from pending or future appeals by taxpayers. Any reduction in aggregate District assessed valuation due to appeals, as with any reduction in assessed valuation due to other causes, will cause the tax rate levied to repay the Bonds to increase accordingly, so that the fixed debt service on the Bonds may be paid. Any refund of paid taxes triggered by a successful assessment appeal will be debited by the County Treasurer against all taxing agencies who received tax revenues, including the District.

The secured roll also includes certain “utility” property, entered on the utility roll, located in the County but assessed by the SBE rather than by the County Assessor. Such property includes property owned or used by State-regulated transportation and communications utilities such as railways, telephone and telegraph companies, companies transmitting or selling gas or electricity, and pipelines, flumes, canals and aqueducts lying within two or more counties. Property assessed by the SBE is not subject to the limitation under Article XIII A of the State Constitution, and is annually reappraised at its market value as of January 1 and then allocated by formula among all the taxing jurisdictions in the County, including the District. The growth or decline in the assessed valuation of utility property is shared by all jurisdictions in the County. The District can make no predictions regarding the impact of the reorganization of regulated utilities and the transfer of electricity-generating property to non-utility companies on the amount of tax revenue collected. In general, the transfer of State-assessed property located in the District to non-utility companies will increase the assessed value of property in the District, since the property’s value will no longer be divided among taxing jurisdictions in the County; the transfer of property located and taxed in the District to a State-assessed utility will, in general, reduce the assessed value in the District, as the value is shared among the other jurisdictions in the County. The greater the total assessed value of all taxable property in the District, the lower the tax rate necessary to generate taxes sufficient to pay scheduled debt service on the Bonds.

Certain classes of property, such as churches, colleges, not-for-profit hospitals, and charitable institutions, are exempt from property taxation and do not appear on the tax rolls. No reimbursement is made by the State for such exemptions.

Proposition 19 was approved by voters at the statewide election held on November 3, 2020. Proposition 19 amends the State Constitution to permit eligible homeowners to transfer their tax assessment anywhere in the State, to increase the number of times that eligible homeowners may transfer their tax assessment in real property, and to require market value reassessments for inherited properties that are not used as the heir's principal residence. (See Appendix A – "The District – General and Financial Information – Constitutional and Statutory Provisions Affecting District Revenues and Appropriations – Article XIII A of the State Constitution.") The District cannot predict the impact Proposition 19 it might have on aggregate assessed value of taxable property located within the boundaries of the District.

Shown in the following table are 10 years of the District's historical assessed valuation, each as of the date the equalized assessment roll is established (in or about August of each year). Total secured assessed value includes net local secured assessed value, the assessed value of the secured homeowner exemption and the assessed value on "utility" property as allocated by the SBE. Total unsecured assessed value includes net local unsecured assessed value and the assessed value of the unsecured homeowner exemption.

**LAKESIDE UNION SCHOOL DISTRICT**  
**Assessed Valuation**  
**Fiscal Year 2014-15 through Fiscal Year 2023-24**

<u>Fiscal Year</u>	<u>Total Secured Assessed Value</u>	<u>Total Unsecured Assessed Value</u>	<u>Total Assessed Value</u>	<u>Percentage Change</u>
2014-15	\$1,235,270,719	\$82,630,323	\$1,317,901,042	--
2015-16	1,468,461,644	103,569,416	1,572,031,060	19.28%
2016-17	1,546,635,609	96,251,223	1,642,886,832	4.51
2017-18	1,602,526,093	105,393,794	1,707,919,887	3.96
2018-19	1,716,940,797	120,449,877	1,837,390,674	7.58
2019-20	1,877,816,208	129,697,538	2,007,513,746	9.26
2020-21	1,935,904,981	141,349,405	2,077,254,386	3.47
2021-22	2,055,541,004	154,510,454	2,210,051,458	6.39
2022-23	2,357,116,356	193,627,542	2,550,743,898	15.42
2023-24	2,655,652,570	253,770,090	2,909,422,660	14.06

*Source: Kern County Auditor-Controller*

The District may not issue general obligation bonds in excess of 1.25% of the assessed valuation of taxable property within its boundaries. Refunding bonds may be issued without regard to this limitation; however, once issued, the outstanding principal of any refunding bonds is included when calculating the District's bonding capacity. The District's gross bonding capacity in fiscal year 2023-24 is \$36,367,783. Upon issuance of the Bonds, the District will have remaining bonding capacity of \$\_\_\_\_\_.<sup>5</sup>

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<sup>5</sup> Preliminary, subject to change



Shown in the following table is the distribution of total assessed value among the cities and unincorporated areas encompassed by the District for fiscal year 2023-24.

**LAKESIDE UNION SCHOOL DISTRICT  
2023-24 Assessed Valuation by Jurisdiction<sup>(1)</sup>**

Jurisdiction:	Assessed Valuation in School District	% of School District	Assessed Valuation of Jurisdiction	% of Jurisdiction in School District
City of Bakersfield	\$1,409,106,417	48.43%	\$39,867,909,568	3.53%
Unincorporated Kern County	1,500,316,243	51.57	64,984,583,274	2.31%
Total District	\$2,909,422,660	100.00%		
Kern County	\$2,909,422,660	100.00%	\$118,477,945,556	2.46%

Source: California Municipal Statistics, Inc.

Shown in the following table is a distribution of taxable real property located in the District by principal purpose for which the parcels are used along with the local secured assessed valuation (excluding homeowners' exemption) and number of parcels for each use for fiscal year 2023-24.

**LAKESIDE UNION SCHOOL DISTRICT  
Assessed Valuation and Parcels by Land Use**

	2023-2024 Assessed Valuation <sup>(1)</sup>	% of Total	No. of Parcels	% of Total
<b>Non-Residential:</b>				
Agricultural/Rural	\$803,823,038	30.27%	606	10.00%
Commercial/Office	76,132,328	2.87	25	0.41
Vacant Commercial	15,568,464	0.59	20	0.33
Industrial	163,295,024	6.15	58	0.96
Vacant Industrial	9,029,412	0.34	23	0.38
Oil & Gas	146,481,661	5.52	144	2.38
Recreational	1,643,673	0.06	3	0.05
Government/Social/Institutional	12,837,463	0.48	424	7.00
Miscellaneous	12,378,556	0.47	4	0.07
Subtotal Non-Residential	\$1,241,189,619	46.74%	1,307	21.57%
<b>Residential:</b>				
Single-Family Residence	\$1,158,907,117	43.65%	3,711	61.25%
Condominiums	48,751,005	1.84	222	3.66
Mobile Home	10,378,940	0.39	58	0.96
2-4 Residential Units	53,590,663	2.02	122	2.01
5+ Residential Units/Apartments	23,576,933	0.89	2	0.03
Vacant Residential	118,847,251	4.48	637	10.51
Subtotal Residential	\$1,414,051,909	53.26%	4,752	78.43%
Total	\$2,655,241,528	100.00%	6,059	100.00%

<sup>(1)</sup>Local Secured Assessed Valuation, excluding tax-exempt property.

Source: California Municipal Statistics, Inc.

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The following table sets forth the assessed valuation of single-family homes within the District's boundaries for fiscal year 2023-24.

**LAKESIDE UNION SCHOOL DISTRICT**  
**Per Parcel 2023-24 Assessed Valuation of Single-Family Homes**

Single Family Residential	No. of Parcels	2023-24 Assessed Valuation	Average Assessed Valuation	Median Assessed Valuation
	3,711	\$1,158,907,117	\$312,290	\$299,140

2023-24 Assessed Valuation	No. of Parcels <sup>(1)</sup>	% of Total	Cumulative % of Total	Total Valuation	% of Total	Cumulative % of Total
\$0 - \$24,999	1	0.027%	0.027%	\$22,602	0.002%	0.002%
\$25,000 - \$49,999	10	0.269	0.296	357,324	0.031	0.033
\$50,000 - \$74,999	15	0.404	0.701	959,229	0.083	0.116
\$75,000 - \$99,999	37	0.997	1.698	3,263,040	0.282	0.397
\$100,000 - \$124,999	24	0.647	2.344	2,758,980	0.238	0.635
\$125,000 - \$149,999	80	2.156	4.500	11,303,015	0.975	1.610
\$150,000 - \$174,999	264	7.114	11.614	43,333,280	3.739	5.350
\$175,000 - \$199,999	279	7.518	19.132	52,217,719	4.506	9.855
\$200,000 - \$224,999	262	7.060	26.192	56,013,206	4.833	14.689
\$225,000 - \$249,999	348	9.378	35.570	82,841,220	7.148	21.837
\$250,000 - \$274,999	294	7.922	43.492	76,845,242	6.631	28.468
\$275,000 - \$299,999	246	6.629	50.121	70,555,953	6.088	34.556
\$300,000 - \$324,999	264	7.114	57.235	82,581,145	7.126	41.682
\$325,000 - \$349,999	257	6.925	64.161	86,532,618	7.467	49.148
\$350,000 - \$374,999	274	7.383	71.544	99,454,765	8.582	57.730
\$375,000 - \$399,999	234	6.306	77.850	90,612,073	7.819	65.549
\$400,000 - \$424,999	200	5.389	83.239	82,487,669	7.118	72.667
\$425,000 - \$449,999	161	4.338	87.577	70,372,919	6.072	78.739
\$450,000 - \$474,999	116	3.126	90.703	53,697,444	4.633	83.372
\$475,000 - \$499,999	105	2.829	93.533	51,189,807	4.417	87.790
\$500,000 and greater	240	6.467	100.000	141,507,869	12.210	100.000
Total	3,711	100.000	%	\$1,158,907,117	100.000%	

<sup>(1)</sup> Improved single family residential parcels. Excludes condominiums and parcels with multiple family units.  
Source: California Municipal Statistics, Inc.

### Risk of Decline in Property Values

Assessed valuations are subject to increase or decreases in each year for a variety of reasons, including, but not limited to, general economic conditions, supply and demand for real property, government regulations concerning land use, and natural disasters. The District makes no predictions or representations regarding the effects of any such natural disasters on taxable property within the District, or the impacts of such natural disasters on the local and State economic conditions. A reduction of the assessed valuation of property in the District could necessitate an unanticipated increase in tax rates. See "—Typical Tax Rates" herein.

*Earthquake.* Similar to other areas of the State, the District is located in a seismically active region, ringed by the San Andreas fault system to the west, the Garlock fault to the south and the faults of the Sierra Nevada to the east. The nearest fault is the White Wolf fault, close to the intersection of the San Andreas fault and the Garlock fault, where a magnitude 7.3 earthquake occurred in 1952. If another such

large earthquake were to occur near the District, property within the District could sustain extensive damage and could adversely affect the area's economic activity.

*Drought.* In recent years, the State has experienced severe drought conditions. While the most recent period of severe statewide drought (2012 through 2016) adversely affected agriculture, the general economy of the State was not significantly affected. About one-third of the property located in the District is in agricultural use (see the table in “—Assessed Valuation of Parcel by Land Use” herein). On July 8, 2021 the Governor declared a drought emergency in 50 of the State's counties, including Kern County. The declaration has since been expanded to the entire State. The declaration asked residents to voluntarily cut water consumption by 15% compared to the prior year. As a result of significant rainstorms, in 2023 and 2024, no counties in California are currently in a drought. It is not possible for the District to make any representation regarding the extent to which drought conditions could cause reduced economic activity within the boundaries of the District or the extent to which the drought has had or may have in the future on the value of taxable property within the District.

*Wildfire.* In recent years, portions of the State, including the County and adjacent counties, have experienced wildfires that have burned millions of acres and destroyed thousands of homes and structures. According to the California Fire Hazard Severity Zone Map, the District is surrounded to the east, west, and south by areas at moderate risk of fire hazards. Property damage due to wildfire (or subsequent flooding) could result in a significant decrease in the assessed value of property in the District. It is not possible for the District to make any representation regarding the extent to which wildfires could cause reduced economic activity within the boundaries of the District or the extent to which wildfires may impact the value of taxable property within the District.

*Proposition 19.* Proposition 19, approved by voters of the State at the election held on November 3, 2020, is a State constitutional amendment that changes the manner of assessment of property when it is transferred between parents and children. Under prior law, reassessment was not triggered by such transfers, but Proposition 19 generally would result in a reassessment. The District cannot predict the impact Proposition 19 may have in the future on the value of taxable property within the District. See “Security and Sources of Payment for the Bonds – Assessed Valuations” and Appendix A – “The District – General and Financial Information – Constitutional and Statutory Provisions Affecting District Revenues and Appropriations – Article XIII A of the State Constitution.”

*Climate Change.* Long term shifts in the Earth's temperature and weather patterns are generally referred to as “climate change.” It is expected that, among other things, climate change will result in sea level rise and an increase in the frequency of extreme weather events, including, but not limited to, wildfires, drought, and flooding. More frequent and intense extreme weather and climate-related events, as well as changes in average climate conditions, are expected to continue to damage infrastructure, ecosystems, and social systems over the next 25 to 100 years. The District cannot predict what impact climate change will have on property values in the District.

*Public Health Emergencies.* In late 2019, an outbreak of a respiratory disease caused by a new strain of coronavirus (“COVID-19”) resulted in an ongoing global public health crisis. The federal and State governments both declared public health emergencies and took action, along with local governments, to limit the spread of the outbreak and reduce the resulting economic impact. Nevertheless, as a result of the COVID19 pandemic, there have been adverse and volatile financial and economic impacts worldwide. Although the public emergencies have ended, and it appears that COVID-19 is transitioning from the pandemic stage to endemic stage, investors are cautioned that, at this time, the District cannot predict the ongoing outbreak's extent or duration or the impacts that COVID-19, or any other public health emergency that may arise, may have on its operations and finances, enrollment and average daily attendance (“ADA”), property values in the District, and economic activity in the District.

and the State. Additionally, the District cannot predict how future responses by federal, State or local authorities to COVID-19 or any other public health emergency may impact the District's financial condition, the assessed value of real property in the District, or property tax collections within the District. For more disclosure regarding the COVID-19 emergency, see Appendix A – "The School District – General and Financial Information – Impacts of COVID-19," as well as other references to COVID-19 in Appendix A. The District cannot predict whether future pandemics or other public health emergencies will emerge and whether or how such pandemics or health emergencies may impact the District's finances and operations.

*Other.* Other possible causes for a reduction in assessed values include the complete or partial destruction of taxable property caused by other natural or manmade disasters, such as flood, fire, drought, toxic dumping, acts of terrorism, etc., or reclassification of property to a class exempt from taxation, whether by ownership or use (such as exemptions for property owned by State and local agencies and property used for qualified educational, hospital, charitable, or religious purposes).

### Typical Tax Rates

The State Constitution permits the levy of an *ad valorem* property tax on taxable property not to exceed one percent of the property's full cash value, plus the amount necessary to make annual payments due on general obligation bonds or other indebtedness incurred prior to July 1, 1978, any bonded indebtedness for the acquisition or improvement of real property approved by a two-thirds majority of voters on or after July 1, 1978, and certain bonded indebtedness for school facilities approved by 55% of the voters. The County Treasurer, in its capacity as auditor-controller, computes the additional rate of tax necessary to pay such scheduled debt service and presents the tax rates for all taxing jurisdictions in the County to the County Board, and directs the auditor-controller of any secondary county to place the tax on the secondary county's tax rolls.

The rate of the annual *ad valorem* property tax levied by the County to repay the Bonds will be determined by the relationship between the assessed valuation of taxable property in the District and the amount of debt service due on the Bonds. A reduction in the assessed valuation of taxable property in the District caused by economic factors beyond the District's control, such as economic recession, outbreaks of disease, slower growth, or deflation of land values, a relocation out of the District by one or more major property owners, or the complete or partial destruction of such property caused by, among other eventualities, an earthquake, a flood, a fire or wildfire, or other natural or man-made disaster, could necessitate an unanticipated increase in tax rates.

One factor in the ability of taxpayers to pay additional taxes for general obligation bonds is the cumulative rate of tax on each parcel. The table below shows the tax rates on the secured roll during the past five fiscal years for Tax Rate Area No. 1-207, which is entirely within the District.

**LAKESIDE UNION SCHOOL DISTRICT**  
**Typical Total Tax Rates per \$100 of Assessed Valuation**  
**Fiscal Years 2019-20 through 2023-24**  
**(TRA 1-207)<sup>(1)</sup>**

	2019-20	2020-21	2021-22	2022-23	2023-24
General Tax Rate	1.000000	1.000000	1.000000	1.000000	1.000000
Kern County Water Agency	.040820	.039175	.037225	.031961	.027824
Lakeside Union School District	.025014	.030000	.029997	.022331	.024454
Kern High School District	.053189	.048529	.041744	.043914	.035837
Kern Community College District SFID	.018785	.020778	.024568	.022222	.024041

Kern Community College District SRID	.014243	.013073	.014041	.009021	.010220
Total Tax Rate	1.152051	1.151555	1.147575	1.129449	1.122376

<sup>(1)</sup> 2023-24 assessed valuation of TRA 1-207 is \$517,353,494 which is 17.78% of the District's total assessed valuation.

Source: *California Municipal Statistics, Inc.*

## Largest Property Owners

The following table shows the 20 largest owners of taxable property in the District as determined by secured assessed valuation in fiscal year 2023-24. The more property (by assessed value) which is owned by a single taxpayer within the District, the greater amount of tax collections that are exposed to weaknesses in such taxpayer's financial situation and ability or willingness to pay property taxes. The 20 taxpayers in the District with the greatest combined secured assessed valuation of taxable property on the fiscal year 2023-24 tax roll own property that comprises 31.18% of the local assessed valuation of secured property in the District. These taxpayers, ranked by aggregate assessed value of taxable property as shown on the fiscal year 2023-24 secured tax roll, and the amount of each owner's assessed valuation for all taxing jurisdictions within the boundaries of the District are shown in the table below. Each taxpayer listed below is a name listed on the tax rolls. The District cannot make any representation as to whether individual persons, corporations or other organizations are liable for tax payments with respect to multiple properties held in various names that in aggregate may be larger than is suggested by the table below.

### LAKESIDE UNION SCHOOL DISTRICT Largest Local Secured Taxpayers

	Property Owner	Primary Land Use	2023-24 Assessed Valuation	% of Total <sup>(1)</sup>
1.	California Resources	Oil & Gas Production	\$141,964,892	5.35%
2.	Bakersfield Crude Terminal LLC	Industrial	82,727,442	3.12
3.	J.G. Boswell Co.	Agricultural	82,473,753	3.11
4.	MFC Kern I LLC	Agricultural	69,846,095	2.63
5.	Boston Ranch Co.	Agricultural	49,168,616	1.85
6.	Arnold CA LLC	Agricultural	45,603,972	1.72
7.	F. & I. Echeverria Family Trust	Agricultural	42,065,699	1.58
8.	5 Mile Ranch LLC	Agricultural	40,419,132	1.52
9.	Reliance Prop LLC	Residential Properties	35,200,759	1.33
10.	Bidart Family Partnership LP	Agricultural	26,483,404	1.00
11.	Lennar Homes	Residential Development	25,739,540	0.97
12.	EDPR CA Solar Park LLC	Power Generation	24,269,081	0.91
13.	JEC Panama LLC	Apartments	23,524,811	0.89
14.	Tehachapi Bench Vineyard Partnership	Agricultural	21,893,520	0.82
15.	Trilogy Dairy Prop LLC	Agricultural	21,192,436	0.80
16.	P & N LP	Agricultural	19,673,693	0.74
17.	Winco Foods LLC	Commercial	19,628,375	0.74
18.	Lakeview Farms	Agricultural	19,595,395	0.74
19.	Old River Dairy LLC	Agricultural	18,351,388	0.69
20.	T & W Farms	Agricultural	18,064,547	0.68
			<u>\$827,886,550</u>	<u>31.18%</u>

<sup>(1)</sup> 2023-24 Local Secured Assessed Valuation (excluding State-assessed properties): \$2,655,241,528

Source: California Municipal Statistics, Inc.

## Direct and Overlapping Debt

Discussed and shown below is a statement of direct and overlapping bonded debt (the "Debt Report") prepared by California Municipal Statistics, Inc. and dated March 12, 2024. The Debt Report is included for general information purposes only. The District has not reviewed the Debt Report for completeness or accuracy and makes no representation in connection therewith.

The Debt Report generally includes long term obligations sold in the public credit markets by public agencies whose boundaries overlap the boundaries of the District in whole or in part. Such long-term obligations generally are not payable from revenues of the District (except as indicated) nor are they necessarily obligations secured by land within the District. In many cases, long term obligations issued by a public agency are payable only from the general fund or other revenues of such public agency. Self-supporting revenue bonds, tax allocation bonds and non-bonded capital lease obligations are excluded from the Debt Report. The first column in the table names each public agency which has outstanding debt as of April 1, 2024, and whose territory overlaps the District in whole or in part. The second column shows the percentage of each overlapping agency's assessed value located within the boundaries of the District. This percentage, multiplied by the total outstanding debt of each overlapping agency (not shown) produces the amount shown in the third column, which is the apportionment of each overlapping agency's outstanding debt to taxable property in the District. Property owners within the boundaries of the District may be subject to other special taxes and assessments levied by other taxing authorities providing services within the boundaries of the District. Such non-*ad valorem* special taxes and assessments (which are not levied to fund debt service) are not represented in the statement of direct and overlapping bonded debt.

### LAKESIDE UNION SCHOOL DISTRICT Statement of Direct and Overlapping Bonded Debt Dated as of April 1, 2024

2023-24 Assessed Valuation: \$2,909,422,660

#### DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:

	% Applicable	Debt 4/1/24
Kern Community College District School Facilities Improvement District	2.507%	\$9,473,201
Kern Community College District Safety, Repair and Improvement District	2.523	2,090,452
Kern High School District	3.881	14,647,329
<b>Lakeside Union School District</b>	<b>100.000</b>	<b>17,726,220<sup>(1)</sup></b>
City of Bakersfield Assessment District No. 03-1	16.608	25,742
<b>TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT</b>		<b>\$43,962,944</b>

#### DIRECT AND OVERLAPPING GENERAL FUND DEBT:

Kern County Certificates of Participation	2.456%	\$2,417,035
Kern County Pension Obligation Bonds	2.456	1,870,211
Kern County Board of Education Certificates of Participation	2.456	769,465
Kern County Community College District Certificates of Participation	2.260	517,020
Kern County Community College District Other Post Employment Benefit (OPEB) Bonds	2.260	1,624,262
<b>TOTAL DIRECT AND OVERLAPPING GENERAL FUND DEBT</b>		<b>\$7,197,993</b>

**COMBINED TOTAL DEBT** **\$51,160,937<sup>(2)</sup>**

<sup>(1)</sup> Excludes issues to be sold.

<sup>(2)</sup> Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations.

#### Ratios to 2023-24 Assessed Valuation:

<b>Combined Direct Debt (\$17,726,220)</b>	<b>0.61%</b>
Total Direct and Overlapping Tax and Assessment Debt	1.51%
Combined Total Debt	1.76%

## LEGAL MATTERS

The proceedings in connection with the issuance of the Bonds are subject to the approval as to their legality of Parker & Covert LLP, Sacramento, California, Bond Counsel for the District. The opinion of Bond Counsel with respect to the Bonds will be delivered in substantially the forms attached hereto as Appendix D. Certain legal matters will also be passed upon for the District by Parker & Covert LLP, as Disclosure Counsel.

## TAX MATTERS

In the opinion of Parker & Covert LLP, Sacramento, California, Bond Counsel, based upon the analysis of existing statutes, regulations, rulings and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, the interest on the Bonds is excludable from gross income for federal income tax purposes and is exempt from State of California personal income taxes. In the further opinion of Bond Counsel, interest on the Bonds is not a specific item of tax preference for purposes of the alternative minimum tax imposed on individuals. However, interest on the Bonds is taken into account in determining the annual adjusted financial statement income of certain corporations for the purpose of computing the alternative minimum tax imposed on certain corporations. A complete copy of the proposed form of Opinion of Bond Counsel is set forth in Appendix D attached hereto.

The Internal Revenue Code of 1986, as amended, (the "Code") imposes various restrictions, conditions, and requirements relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Bonds.

The District has made certain representations and has covenanted to comply with certain restrictions designed to assure that interest on the Bonds will not be included in federal gross income. Inaccuracy of these representations or failure to comply with these covenants may result in interest on the Bonds being included in federal gross income, possibly from the date of issuance of the Bonds. The opinion of Bond Counsel assumes the accuracy of these representations and compliance with these covenants. Bond Counsel has not undertaken to determine (or to inform any person) whether any actions taken (or not taken) or events occurring (or not occurring) after that date of issuance of the Bonds may adversely affect the tax status of interest on the Bonds.

Although Bond Counsel expects to render an opinion that interest on the Bonds is excludable from gross income for federal income tax purposes and interest on the Bonds is exempt from State of California personal income taxes, the ownership or disposition of, or the accrual or receipt of interest on, the Bonds may otherwise affect a Beneficial Owner's federal or state tax liability. The nature and extent of these other tax consequences will depend upon the particular tax status of the Beneficial Owner or the Beneficial Owner's other items of income or deduction. Bond Counsel expresses no opinion regarding any such other tax consequences.

In addition, no assurance can be given that any future legislation, including amendments to the Code, if enacted into law, or changes in interpretation of the Code, will not cause interest on the Bonds to be subject, directly or indirectly, to federal and/or state income taxation, or otherwise prevent Beneficial Owners of the Bonds from realizing the full current benefit of the tax status of such interest. Prospective purchasers of the Bonds should consult their own tax advisers regarding any pending or proposed federal and/or state tax legislation. Further, no assurance can be given that the introduction or enactment of any such future legislation, or any action of the Internal Revenue Service ("IRS"), including but not limited to regulation, ruling, or selection of the Bonds for audit examination, or the course or result of any IRS



examination of the Bonds, or obligations that present similar tax issues, will not affect the market price or liquidity of the Bonds.

The rights of the Beneficial Owners of the Bonds and the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditor's rights heretofore or hereafter enacted to the extent constitutionally applicable, and their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

### **[BANK QUALIFIED]**

[The District has designated the Bonds as "qualified tax-exempt obligations" pursuant to Section 265(b)(3) of the Code. Section 265(b)(3) sets forth an exception to the prohibition against the ability of a "financial institution" (as defined in the Code) to deduct its interest expense associated with funds invested in tax-exempt securities. As a result of such designation pursuant to Section 265(b)(3), a financial institution may deduct, for federal income tax purposes, 80% of that portion of such financial institution's interest expense allocable to interest payable on the Bonds.]

### **CONTINUING DISCLOSURE**

The District has covenanted for the benefit of holders and Beneficial Owners of the Bonds to provide certain financial information and operating data relating to the District (the "Annual Report") not later than eight months after the end of the District's fiscal year (which currently ends on June 30), commencing with the report for the 2023-24 fiscal year due February 28, 2025, and to provide notices of the occurrence of certain enumerated events. The Annual Report and event notices will be filed by the District with the MSRB through its EMMA website. The specific nature of the information to be contained in the Annual Report and in the event notices is described in Appendix E – "Form of Continuing Disclosure Certificate." These covenants have been made in order to assist the Underwriter in complying with S.E.C. Rule 15c2 12(b)(5) (the "Rule").

As of the date of this Official Statement, and except as stated herein, all required filings in the past five years have been made in connection with prior undertaking under the Rule.

The District has engaged Government Financial Services Joint Powers Authority to assist it in carrying out its continuing disclosure obligations for the District's general obligation bonds.

### **LITIGATION**

No litigation is pending or threatened concerning the validity of the Bonds, and a certificate to that effect will be furnished to purchasers at the time of the original delivery of the Bonds. The District is not aware of any litigation pending or threatened that (i) questions the political existence of the District, (ii) contests the District's ability to receive *ad valorem* property taxes or to collect other revenues or (iii) contests the District's ability to issue and retire the Bonds.

### **RATINGS**

S&P Global Ratings, a division of Standard & Poor's Financial Services LLC ("S&P") has assigned its municipal bond rating of "\_\_\_" to the Bonds. Such rating reflects only the views of S&P, and an explanation of the significance of such rating may be obtained from S&P. S&P may have obtained and considered information and material which has not been included in this Official Statement. Generally, rating agencies base their ratings on information and material so furnished and on investigations, studies and assumptions made by them.

The rating is not a recommendation to buy, sell or hold the Bonds. There is no assurance that any such rating will continue for any given period of time or that any such rating will not be revised downward or withdrawn entirely by the rating agency, if, in the judgment of the rating agency, circumstances so warrant. The District has not undertaken any responsibility to assure the maintenance of the rating or to oppose any such revision or withdrawal. Any such downward revision or withdrawal of any such rating may have an adverse effect on the market price of the Bonds.

### **UNDERWRITING**

The Bonds are being purchased by \_\_\_\_\_ (the "Underwriter"). The Underwriter has agreed to purchase the Bonds at a price of \$\_\_\_\_\_, which equals the par amount of the Bonds (\$\_\_\_\_\_), plus net original issue premium (\$\_\_\_\_\_), and less underwriter's discount (\$\_\_\_\_\_). The purchase contract relating to the Bonds provides that the Underwriter will purchase all of the Bonds (if any are purchased) and provides that the Underwriter's obligation to purchase is subject to certain terms and conditions, including the approval of certain legal matters by counsel. The Underwriter may offer and sell Bonds to certain dealers and others at prices lower than the offering prices stated on the inside cover page hereof. The offering prices may be changed by the Underwriter.

### **ADDITIONAL INFORMATION**

The discussions herein about the Paying Agent Agreement and the Continuing Disclosure Certificate are brief outlines of certain provisions thereof. Such outlines do not purport to be complete and for full and complete statements of such provisions reference is made to such documents. Copies of these documents mentioned are available from the Underwriter and following delivery of the Bonds will be on file at the offices of the Paying Agent in Los Angeles, California.

References are also made herein to certain documents and reports relating to the District; such references are brief summaries and do not purport to be complete or definitive. Copies of such documents are available upon written request to the District.

Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact. This Official Statement is not to be construed as a contract or agreement between the District and the purchasers or Beneficial Owners of any of the Bonds.

### **AUTHORIZATION**

The execution and delivery of this Official Statement have been duly authorized by the District.

### **LAKESIDE UNION SCHOOL DISTRICT**

By: \_\_\_\_\_  
Ty Bryson  
Superintendent

**APPENDIX A  
THE DISTRICT  
GENERAL AND FINANCIAL INFORMATION**

*The information in this Appendix concerning the operations of the District and its finances is provided as supplementary information only, and it should not be inferred from the inclusion of this information in this Official Statement that the principal of or interest on the Bonds is payable from the general fund of the District. The Bonds are payable from the proceeds of an ad valorem property tax, approved by the voters of the District pursuant to applicable laws and State Constitutional requirements, and required to be levied by the County on all taxable property in the District in an amount sufficient for the timely payment of principal of and interest on the Bonds.*

**DISTRICT INFORMATION**

**Introduction**

The Lakeside Union School District (the “District”), established in 1941, is a political subdivision of the State of California (the “State”), located in Kern County, California (the “County”). Encompassing approximately 166 square miles, the District serves a population of approximately 12,220 people residing in the southwestern portion of the City of Bakersfield (the “City”) as well as unincorporated areas of the County. The District operates two elementary schools providing education to approximately 1,570 students in fiscal year 2022-23 in transitional kindergarten through eighth grade. A five-member elected Board of Trustees (the “Board”) governs the District.

**Governing Board**

The District is governed by a five-member Board, each member of which is elected to a four-year term. Elections for positions to the Board are held every two years, alternating between two and three available positions. Current members of the Board, their offices, and the expiration of their terms of office are shown below.

**LAKESIDE UNION SCHOOL DISTRICT  
Governing Board**

<u>Name</u>	<u>Office</u>	<u>Term Expires (November)</u>
Alan Banducci	President	2026
Darin Buoni	Vice President	2026
Tamara Jones	Clerk	2024
Mario Buoni	Member	2024
Russell Robertson	Member	2026

**Superintendent and Administrative Personnel**

The Superintendent of the District is appointed by and reports to the Board. The Superintendent is responsible for the management of the District’s day-to-day operations and supervises the work of other District administrators.

***Ty Bryson, Superintendent.** [TO COME]*

**Kimberly Scogin, Business Manager. [TO COME]**

## **Employees**

The following table sets forth the District's historical full-time equivalent employees in all categories for fiscal years 2019-20 through 2022-23, as well as the budgeted full-time equivalent employees for fiscal year 2023-24 as of the second interim reporting period. These employees, except management and some part-time employees, are represented by the two bargaining units noted below.

### **LAKESIDE UNION SCHOOL DISTRICT District Employees**

Year	Certificated	Classified	Management and Confidential	Total
2019-20	68.0	48.0	3.0	119.0
2020-21	68.0	44.0	9.0	121.0
2021-22	68.0	44.0	9.0	121.0
2022-23	68.0	44.0	9.0	121.0
2023-24*	68.0	44.0	9.0	121.0

\*Budgeted for fiscal year 2023-24 as of the second interim report

Source: *Lakeside Union School District.*

## **Employee Relations**

State law provides that employees of public school districts of the State are to be divided into appropriate bargaining units, which then are to be represented by an exclusive bargaining agent. The District has two recognized bargaining agents representing its non-management employees. The Lakeside Teachers Association ("LTA") is the exclusive bargaining unit for the non-management, certificated employees of the District. The California School Employees Association, Chapter #730 ("CSEA #730") is the exclusive bargaining unit for the District's non-management, classified employees. [The District and both LTA and CSEA #730 are continuing negotiations for fiscal year 2023-24.]

## **Retirement System**

*The information set forth below regarding the STRS and PERS programs, other than the information provided by the District regarding its annual contributions thereto, has been obtained from publicly available sources which are believed to be reliable but are not guaranteed as to accuracy or completeness, and should not be construed as a representation by either the District or the Underwriter.*

Qualified employees are covered under multiple-employer defined benefit pension plans maintained by agencies of the State of California. Certificated employees are members of the State Teachers' Retirement System ("STRS") and classified employees are members of the Public Employees' Retirement System ("PERS").

**STRS.** All full-time certificated employees participate in STRS, a cost-sharing, multiple-employer contributory public employee retirement system. The plan provides retirement and disability benefits and survivor benefits to beneficiaries. Benefit provisions are established by State statutes, as legislatively amended, within the State Teacher's Retirement Law. STRS is funded through a combination of investment earnings and statutorily set contributions from employee plan members, the District and the State. Both active plan members and the District are required to contribute at a statutorily established rate.

Historically, employee, employer, and State contribution rates did not vary annually to account for funding shortfalls or surpluses in the STRS plan. In recent years, the statutory contributions were significantly less than the actuarially required amounts. As a result, and due in part to investment losses, the STRS Defined Benefit Program showed an estimated unfunded actuarial obligation of approximately \$88.6 billion as of June 30, 2022 (the date of the last actuarial valuation). Compared to the previous valuation, the unfunded actuarial obligation decreased in part due to greater than expected investment returns, salary increases less than assumed, additional state contributions, and contributions to pay down the unfunded actuarial obligation under the STRS Board's valuation policy.

In June 2014, the Governor signed into law Assembly Bill 1469 ("AB 1469"), which represented a legislative effort to address the unfunded liabilities with respect to service credited to members of the STRS Defined Benefit Program before July 1, 2014 by requiring increased State, employer, and member contributions to the Teachers' Retirement Fund in order to eliminate such unfunded actuarial obligation by June 30, 2046.

Pursuant to AB 1469, starting July 1, 2014, the employee contribution rates increased over a three-year phase-in period. Effective July 1, 2016, STRS members hired prior to January 1, 2013 contribute a statutorily fixed percentage of 10.250% of pay. For STRS members hired after January 1, 2013, a base rate ("Normal Cost Rate") is calculated equal to one-half of the normal cost rate of benefits, rounded to the nearest quarter of one percent. This Normal Cost Rate will not be adjusted if the increase or decrease in such rate is less than 1% of creditable compensation since the last adjustment. For fiscal year 2023-24, STRS members hired after January 1, 2013 will continue to contribute 10.205% of pay.

Pursuant to AB 1469, K-14 school districts' contribution rates increased over a seven-year phase-in period through fiscal year 2020-21. For fiscal year 2021-22 and each fiscal year thereafter, the Teachers' Retirement Board shall increase or decrease the percentages paid by school districts from the percentage paid during the prior fiscal year to reflect the contribution required to eliminate by June 30, 2046, the remaining unfunded actuarial obligation with respect to service credited to members before July 1, 2014, as determined by the Teachers' Retirement Board based upon a recommendation from its actuary. The effective employer contribution rate was 19.10% in fiscal year 2022-23 and is also 19.10% for fiscal year 2023-24.

The State's contribution to STRS reflects a base contribution rate of 2.017%, and a supplemental contribution rate that will vary from year to year based on statutory criteria. Based upon the recommendation from its actuary, for fiscal year 2017-18 and each fiscal year thereafter, the Teachers' Retirement Board is required, with certain limitations, to increase or decrease the State's contribution rates to reflect its contribution required to eliminate the unfunded actuarial accrued liability attributed to benefits in effect on July 1, 1990. For fiscal year 2023-24, the State's contribution rate is 8.328%. In addition, the State is currently required to make an annual general fund contribution up to 2.5% of the fiscal year covered STRS member payroll to the Supplemental Benefit Maintenance Account (the "SBMA"), which was established by statute to provide supplemental payments to beneficiaries whose purchasing power has fallen below 85% of the purchasing power of their initial allowance. As a result, the total State contribution for the Defined Benefit Program for fiscal year 2023-24 is 10.828%.

**PERS.** All full-time and some part-time classified employees participate in PERS, an agent multiple-employer contributory public employee retirement system that acts as a common investment and administrative agent for participating public entities within the State of California. The District is part of the School Employer Pool, a "cost-sharing" pool for school employers within PERS. With the enactment of the California Public Employees' Pension Reform Act ("PEPRA") (see "California Public Employees' Pension Reform Act of 2013" herein), a member who joined PERS (a) prior to January 1, 2013 but was

hired by a different PERS employer on or after January 1, 2013 following a break in service of more than six months, (b) for the first time on or after January 1, 2013 and has no prior membership in another California public retirement system, or (c) for the first time on or after January 1, 2013, and who was a member of another California public retirement system, but who is not subject to reciprocity upon joining PERS is considered a PEPR member. PERS members who are not PEPR members are considered Classic members. PEPR members are required to contribute at least 50% of the total normal cost rate of their pension benefit. PEPR contains a provision that provides when the total normal cost rate changes by more than 1% of payroll, the member contribution rate must be adjusted to half of the new normal cost rate. For fiscal year 2023-24, the total normal cost rate for PEPR school members has not changed by more than 1% of payroll since the last member rate adjustment. As a result, for the 2023-24 fiscal year, PEPR members will continue to contribute 8.0% of their salaries. Active plan members enrolled in PERS as Classic members are required by statute to contribute 7.0% of their salaries.

The District is required to contribute an actuarially determined rate, which is 26.68% of eligible salary expenditures in fiscal year 2023-24, an increase from 25.37% in the prior fiscal year. One actuarial valuation is performed for those employers participating in the pool, and the same contribution rate applies to each participant.

Similar to STRS, PERS has experienced an unfunded liability in recent years. The PERS unfunded accrual liability was approximately \$37.60 billion as of June 30, 2022 (the date of the last actuarial valuation). From June 30, 2021 to June 30, 2022 the funded ratio for the School Employer Pool decreased by 10.4%. This decrease in the funded ratio was due in part to investment return in 2021-22 being lower than expected. Since inflation influences cost-of-living increases for retirees and beneficiaries and active member pay increases, ongoing higher inflation is likely to put at least some upward pressure on contribution requirements and downward pressure on the funded status in the June 30, 2023 valuation.

Among other things, to address the unfunded liability issue, the PERS Board of Administration (the "PERS Board"), in April 2013, approved changes to the PERS amortization and smoothing policy in order to reduce volatility in employer contribution rates. Additionally, in April 2014, the PERS Board established new contribution rates, reflecting changes in actuarial and demographic assumptions, that were implemented for school districts in fiscal year 2016-17. Further, in November 2015, the PERS Board approved a new funding risk mitigation policy to incrementally lower the PERS discount rate in years of good investment returns, help pay down unfunded liability, and to provide greater predictability and less volatility in contribution rates for employers. The PERS Board, in December 2016 voted to lower its discount rate from 7.5% to 7.0% by fiscal year 2020-21. Subsequently, since the preliminary returns on investment as of July 12, 2021 exceeded the prior 7.0% discount rate, pursuant to the PERS Funding Risk Mitigation Policy, the discount rate was automatically reduced by 0.2% to 6.8%. The goal for the new rates is to eliminate the unfunded liability in approximately 30 years.

**District Contributions.** The District's retirement contributions for the fiscal year ended June 30, 2023, are as follows:

**LAKESIDE UNION SCHOOL DISTRICT  
Retirement Contributions for Fiscal Year 2022-23**

	Total Employer Contributions	District's Fiscal Year 2022-23 Covered Payroll	Employer Contribution as a Percentage of Covered Payroll
STRS	[\$1,293,086]	[\$7,090,106]	19.10%
PERS	[598,039]	[2,361,176]	25.37

*Source: Lakeside Union School District, Audited Financial Statements for Fiscal Year 2022-2023*

For the 2023-24 fiscal year the District has budgeted \$1,538,413 for STRS (reflecting a contribution rate of 19.10% of annual payroll) and \$641,847 for PERS (reflecting a contribution rate of 26.68% of annual payroll) as of the second interim reporting period.

**State Pension Trusts.** Both STRS and PERS issue a separate comprehensive financial report that includes financial statements and required supplemental information. Copies of such financial reports may be obtained from both STRS and PERS as follows: (i) STRS, P.O. Box 15275, Sacramento, California 95851-0275; (ii) PERS, P.O. Box 942703, Sacramento, California 94229-2703. Moreover, each of STRS and PERS maintains a website, as follows: (i) STRS: [www.calstrs.com](http://www.calstrs.com); (ii) PERS: [www.calpers.ca.gov](http://www.calpers.ca.gov). However, the information presented in such financial reports or on such websites is not incorporated into this Official Statement by any reference.

Both STRS and PERS have substantial statewide unfunded liabilities. The amount of these unfunded liabilities will vary depending on actuarial assumptions, returns on investments, salary scales and participant contributions. The following table summarizes information regarding the actuarially-determined accrued liability for both STRS and PERS from their most recently released reports.

**FUNDED STATUS  
STRS (Defined Benefit Program) and PERS (Schools Plan)  
(Dollar Amounts in Millions)<sup>(1)</sup>**

Plan	Accrued Liability	Value of Trust Assets	Unfunded Liability
Public Employees Retirement Fund (PERS) School Plan	\$116,982 <sup>(2)</sup>	\$79,386 <sup>(3)</sup>	\$37,596
State Teachers' Retirement Fund (STRS) Defined Benefit Program	346,089 <sup>(4)</sup>	257,537 <sup>(5)</sup>	88,552

<sup>(1)</sup> Amounts may not add due to rounding.

<sup>(2)</sup> June 30, 2022 Valuation Date.

<sup>(3)</sup> Reflects market value of assets as of June 30, 2022.

<sup>(4)</sup> June 30, 2022 Valuation Date.

<sup>(5)</sup> Reflects actuarial value of assets as of June 30, 2022.

*Source: CalPERS Schools Pool Actuarial Valuation as of June 30, 2022; STRS Defined Benefit Program Actuarial Valuation dated June 30, 2022.*

Unlike PERS, STRS contribution rates for participant employers, employees and the State are set by statute and do not vary from year-to-year based on actuarial valuations. In recent years, the combined employer, employee and State contributions to STRS have been significantly less than actuarially

required amounts. As a result, and due in part to investment losses, the unfunded liability of STRS had increased significantly. However, AB 1469, as discussed above, in an effort to address the unfunded liabilities of the STRS pension plan, requires increased contributions in order to eliminate the unfunded actuarial obligation of the Defined Benefit Program by June 30, 2046. Employee contributions and eligibility for retirement vary depending on whether such employee was hired on or after January 1, 2013.

***California Public Employees' Pension Reform Act of 2013.*** PEPR was signed in to law by the Governor on September 12, 2012. PEPR's impacts to the STRS and PERS program included (i) an increase in the retirement age for public employees depending on job function, (ii) a cap on the annual pension benefit payouts for public employees hired after January 1, 2013, (iii) a requirement for public employees hired after January 1, 2013 to pay at least 50% of the costs of their pension benefits, and (iv) a requirement for final compensation for public employees hired after January 1, 2013 to be determined based on the highest average annual pensionable compensation earned over a period of at least 36 consecutive months. PEPR's provisions went into effect on January 1, 2013 with respect to new State, school, and city and local agency employees hired on or after that date. Existing employees who are members of employee associations, including employee associations of the District, have a five-year window to negotiate compliance with PEPR through collective bargaining.

The District is unable to predict the amount of future contributions it will have to make to PERS and STRS as a result of the implementation of PEPR and/or AB1469, as a result of negotiations with its employee bargaining units, and/or as a result of any legislative or administrative changes that may be adopted in the future regarding employer contributions to PERS and STRS. The District cannot predict whether any projected savings by PERS' and STRS' actuaries will be realized by the District. The District can provide no assurances that the District's required contributions to PERS will not increase in the future.

Although recent preliminary investment return data suggests PERS and STRS will see improved performance, the general market decline caused in part by the COVID-19 pandemic has resulted in losses for the investments held in the PERS and STRS portfolios. Such investment losses may result in increases in the District's required contributions to PERS and STRS in future years. The District cannot predict the amount of such increase, if any.

### **Other Post-Employment Benefit Obligations**

In addition to the pension benefits described above, the District provides postemployment health care benefits (known as "other postemployment benefits," or "OPEB") as part of a single-employer defined benefit plan (the "OPEB Plan"). The Board administers the OPEB Plan and has the authority to establish or amend benefit terms offered by the OPEB Plan as contained within the negotiated labor agreements. The OPEB Plan provides health insurance benefits to eligible retirees. All coverages are self-insured on a pooled basis through Self-Insured Schools of California ("SISC").

As of June 30, 2023, there were 50 participants in the OPEB Plan, including 40 active employees and 10 inactive employees or beneficiaries currently receiving benefit payments.

The District accounts for its pension costs and obligations pursuant to GASB *Statement No. 74 Financial Reporting for Post Employment Benefit Plans Other Than Pension Plans* ("GASB 74") and *Statement No. 75 Accounting and Financial Reporting for Post Employment Benefits Other Than Pensions* ("GASB 75"). GASB 74 and GASB 75 require a liability for OPEB obligations, known as the net OPEB liability (the "NOL"), to be recognized on the balance sheet of the plan and the participating employer's financial statements. In addition, an OPEB expense will be recognized on the income statement of the participating employers. In the notes to its financial statements, employers providing



OPEB also have to include information regarding the year-to-year change in the NOL and a sensitivity analysis of the NOL to changes in the discount rate and healthcare trend rate. GASB 74 and GASB 75 are directed at quantifying and disclosing OPEB obligations, and do not impose any requirement on public agencies to fund such obligations.

The District's total OPEB liability (the "TOL") as of June 30, 2023 is \$3,114,779. The District has not set aside moneys in an irrevocable trust with which to pay the TOL, consequently, the NOL is also \$3,114,779.

Every year, active employees earn additional future benefits, an amount known as the "service cost," which is added to the NOL. The service cost in fiscal year 2022-23 was \$77,678. The service cost would increase each year based on covered payroll. OPEB expense, the amount recognized in accrual basis financial statements as the current period expense, includes the service cost, interest and certain changes in the NOL, adjusted to reflect deferred inflows and outflows. The District's OPEB expense in fiscal year 2022-23 was (\$82,335).

The District funds its OPEB liability on a "pay-as-you go" basis. The District's contributions to the OPEB Plan were \$316,408 in fiscal year 2021-22, were \$82,335 in fiscal year 2022-23, and are budgeted to be \$190,239 in fiscal year 2023-24 as of the second interim reporting period.

### **Joint Powers Authority**

The District is a member of the following five joint powers authorities: Self-Insured Schools of California I ("SISC I"), Self-Insured Schools of California II ("SISC II"), Self-Insured Schools of California III ("SISC III"), Schools Legal Services, and Government Financial Services Joint Powers Authority (altogether, the "JPAs"). SISC I is an insurance purchasing pool for workers' compensation insurance. SISC II provides liability and property coverage and SISC III provides health insurance to member agencies. Schools Legal Services provides legal services to member agencies. Government Financial Services Joint Powers Authority provides financial consulting services to member agencies and other public entities.

Each member organization pays premium and fees commensurate with the level of coverage or services requested, and shares surpluses and deficits proportionate to its participation in the respective joint powers authority.

The relationship between the District and the JPAs is such that it is not a component unit of the District for financial reporting purposes. The JPAs have budgeting and financial reporting requirements independent of member units, and their financial statements are not presented in the District's financial statements; however, to the extent of any fund transactions between the JPAs and the District, such fund transactions are included in the District's financial statements.

### **Cyber Security**

The District's computer hardware and software systems, along with the data it collects, processes, and maintains, are critical for the District's ability to carry out its educational and operational functions. Such systems and data are at risk of cyber security threats from time to time. The District is not aware of any major cyber security attacks or breaches of its systems and data during the last five years. To protect itself from cyber security attacks and breaches, the District has implemented a multifactor authentication system and passphrases are changed automatically from time to time. Additionally, the District receives training and support from SISC I and SISC II. The District maintains insurance with SISC II that includes cyber security coverage. As a result of the District's trainings and steps it has taken to protect its

computer systems and data, the District expects that any disruptions caused by a cyber attack or breach would be temporary. The District can make no assurances that a future cyber attack or breach or attempted cyber attack or breach would not compromise private, protected, personal information that the District collects, processes, and maintains or cause a disruption to District operations.

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## **DISTRICT FINANCIAL INFORMATION**

### **District Financial Statements**

The District's Audited Financial Statements with supplemental information for the fiscal year ended June 30, 2023, and the related statements of activities and cash flows for the year then ended, and the report dated December 7, 2023 of Linger, Peterson & Shrum, Fresno, California (the "Auditor") are included in this Official Statement as Appendix B. The financial statements should be read in their entirety. The information set forth herein does not purport to be a summary of the District's financial statements.

In connection with the inclusion of the financial statements and the report of the Auditor thereon in Appendix B to this Official Statement, the District did not request the Auditor to, and the Auditor has not undertaken to, update its report or to take any action intended or likely to elicit information concerning the accuracy, completeness or fairness of the statements made in this Official Statement, and no opinion is expressed by the Auditor with respect to any event subsequent to the date of its report.

### **Accounting Practices**

The accounting practices of the District conform to generally accepted accounting principles in accordance with policies and procedures of the California School Accounting Manual. This manual, according to Section 41010 of the California Education Code, is to be followed by all California school districts.

The financial resources of the District are divided into separate funds for which separate accounts are maintained for recording cash, other resources and all related liabilities, obligations and equities. The major fund classification is the general fund, which accounts for all financial resources not required to be accounted for in another fund. The District's fiscal year begins on July 1 and ends on June 30. All governmental funds are accounted for using the modified accrual basis of accounting. Revenue is recognized in the accounting period in which it becomes measurable and available for the current period; and expenditures are recognized in the period in which the liability is incurred, although debt service expenditures are recorded only when payment is due. For more information on the District's accounting method, see Appendix B – "Audited Financial Statements of the District for Fiscal Year Ended June 30, 2023, Note 1 – Summary of Significant Accounting Policies."

### **District Budget**

The District is required by provisions of the California Education Code to maintain each year a balanced budget in which the sum of expenditures plus the ending fund balance for each year cannot exceed the revenues plus the carry-over fund balance from the previous year. The California State Department of Education imposes a uniform budgeting format for each school district in the State. The budget is subject to review and approval by the County Superintendent of Schools. The County Superintendent examines the adopted budget for compliance with the standards and criteria adopted by the State Board of Education and identifies technical corrections necessary to bring the budget into compliance, determines if the budget allows the district to meet its current obligations and determines if the budget is consistent with a financial plan that will enable the district to meet its multi-year financial commitments. The County Superintendent will approve, conditionally approve, or disapprove the adopted budget for each school district. Budgets will be disapproved if they fail the above standards. In the past ten years, the District has never had an adopted budget disapproved by the County Superintendent.

Pursuant to State law, the District adopted on June 13, 2023, a fiscal line-item budget setting forth revenues and expenditures so that appropriations during Fiscal Year 2023-24 will not exceed the sum of revenues plus beginning fund balance.

### **Interim Reports on Financial and Budgetary Status**

Every school district is required to file two interim certifications with the County Superintendent (the first on December 15 for the period ended October 31 and the second by mid-March for the period ended January 31) as to its ability to meet its financial obligations for the remainder of the then-current fiscal year and, based on current forecasts, for the subsequent fiscal year. The County Superintendent reviews the certifications and issues either a positive, negative, or qualified certification. A positive certification is assigned to any school district that will meet its financial obligations for the current fiscal year and subsequent two fiscal years. A negative certification is assigned to any school district that is deemed unable to meet its financial obligations for the remainder of the fiscal year or subsequent fiscal year. A qualified certification is assigned to any school district that may not meet its financial obligations for the current fiscal year or two subsequent fiscal years. A school district that receives a qualified or negative certification may not issue tax and revenue anticipation notes or certificates of participation without approval by the County Superintendent in that fiscal year or in the next succeeding year.

The filing status for each of the District's interim reports for the previous five fiscal years and the current fiscal year appears in the following table.

#### **LAKESIDE UNION SCHOOL DISTRICT Certifications of Interim Financial Reports**

<u>Fiscal Year</u>	<u>First Interim</u>	<u>Second Interim</u>
2018-19	Positive	Positive
2019-20	Positive	Positive
2020-21	Positive	Positive
2021-22	Positive	Positive
2022-23	Positive	Positive
2023-24		Positive

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## Comparative Financial Statements

The following table sets forth the District's audited General Fund balance sheet data for fiscal years 2018-19 through 2022-23.

### LAKESIDE UNION SCHOOL DISTRICT General Fund Balance Sheet

	2018-19 Audited	2019-20 Audited	2020-21 Audited	2021-22 Audited	2022-23 Audited
<b>Assets</b>					
Cash	\$1,936,369	\$316,574	\$3,543,190	\$3,064,010	\$6,116,539
Receivables	653,591	1,147,187	1,680,169	2,260,572	913,034
Due from Grantor Governments	0	2,270,378	2,088,434	421,502	5,388,381
Due from Other Funds	1,831,924	1,831,923	1,843,924	1,843,923	1,843,924
<b>Total Assets</b>	<b>\$4,421,884</b>	<b>\$5,566,062</b>	<b>\$9,155,717</b>	<b>\$7,590,007</b>	<b>14,261,878</b>
<b>Liabilities and Fund Balances</b>					
Accounts Payable	\$788,922	\$634,763	\$1,175,592	\$836,347	\$360,921
Due to Grantor Governments	0	660,746	1,720,411	900	294,078
Due to Other Funds	2,970,000	3,770,000	4,720,000	4,720,000	4,720,000
Unearned Revenue	0	0	0	540,838	162,471
<b>Total Liabilities</b>	<b>\$3,758,922</b>	<b>\$5,065,509</b>	<b>\$7,616,003</b>	<b>\$6,098,085</b>	<b>\$5,537,470</b>
<b>Fund Balances</b>					
Nonspendable	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Restricted	243,351	126,904	386,317	1,176,955	3,903,385
Assigned	224,195	225,678	226,537	227,311	228,920
Unassigned	194,416	146,971	925,860	86,656	4,591,103
<b>Total Fund Balances</b>	<b>\$662,962</b>	<b>\$500,553</b>	<b>\$1,539,714</b>	<b>\$1,491,922</b>	<b>\$8,724,408</b>
<b>Total Liabilities and Fund Balances</b>	<b>\$4,421,884</b>	<b>\$5,566,062</b>	<b>\$9,155,717</b>	<b>\$7,590,007</b>	<b>\$14,261,878</b>

Source: Lakeside Union School District

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The following table sets forth the District's audited General Fund activity for fiscal years 2019-20 through 2022-23, and budgeted activity for fiscal year 2023-24 as of the second interim reporting period.

**LAKESIDE UNION SCHOOL DISTRICT**  
**General Fund Activity for**  
**Fiscal Years 2019-20 through 2022-23 (Audited) and Fiscal Year 2023-24 (Second Interim Report)**

	2019-20 Audited	2020-21 Audited	2021-22 Audited	2022-23 Audited	2023-24 Second Interim
Beginning Balance, GAAP Basis Reserve – Fund 17 <sup>(1)</sup>	\$662,962	\$500,553	\$1,539,714	\$1,491,922	[\$4,586,691]
Adjusted Beginning Balance	\$662,962	\$500,553	\$1,539,714	\$1,491,922	\$4,586,691
<b>Revenues</b>					
Local Control Funding Formula	\$13,804,619	\$13,932,112	\$14,240,710	\$20,057,141	\$19,377,864
Federal Revenues	592,119	1,836,273	1,413,537	2,743,462	978,099
Other State Revenues	1,368,324	1,887,475	3,141,257	5,290,918	5,106,895
Other Local Revenues	765,278	859,073	1,002,730	1,346,741	1,599,597
<b>Total Revenues</b>	<b>\$16,530,340</b>	<b>\$18,514,933</b>	<b>\$19,798,234</b>	<b>\$29,438,262</b>	<b>\$27,062,455</b>
<b>Expenditures</b>					
Certificated Salaries	\$5,840,847	\$5,831,570	\$6,592,941	\$7,090,106	\$8,296,664
Classified Salaries	1,800,652	1,676,218	2,000,858	2,312,170	2,705,298
Employee Benefits	4,035,745	4,262,428	4,584,927	4,911,098	5,082,088
Books and Supplies	459,471	1,016,879	951,046	1,340,025	1,794,926
Services/Other Operating Exp.	1,394,742	1,778,991	2,171,257	2,290,915	4,548,480
Capital Outlay	126,383	0	0	67,494	379,903
Other Outgo	3,014,750	2,909,686	3,030,783	4,193,968	4,255,095
Direct Support/Indirect Costs	0	0	0	0	0
<b>Total Expenditures</b>	<b>\$16,692,750</b>	<b>\$17,475,772</b>	<b>\$19,331,812</b>	<b>\$22,205,776</b>	<b>\$27,062,455</b>
<b>Total Other Financing Sources</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Net Increase (Decrease)</b>	<b>(\$162,410)</b>	<b>\$1,039,161</b>	<b>\$466,422</b>	<b>\$7,232,486</b>	<b>\$0</b>
<b>Ending Balance</b>	<b>\$500,553</b>	<b>\$1,539,714</b>	<b>\$1,491,922</b>	<b>\$8,724,408</b>	<b>\$4,586,691</b>
Reserve – Fund 17 <sup>(1)</sup>					
Prior period adjustment <sup>(2)</sup>			(514,214)		
<b>Ending Balance, GAAP Basis</b>	<b>\$500,553</b>	<b>\$1,539,714</b>	<b>\$1,491,922</b>	<b>[\$8,724,408]</b>	<b>\$4,586,691</b>

<sup>(1)</sup> The District has implemented Government Accounting Standard Board Statement No. 54, Fund Balance Reporting and Government Type Definitions ("GASB 54"), the effect of which was to reclassify and restate the District's Special Reserve Fund for Other than Capital Outlay (Fund 17) within the General Fund. However, the District's internal reporting, including the fiscal year 2023-24 Second Interim Report, does not reflect the implementation of GASB 54, and therefore does not include activity within the Special Reserve Fund (Fund 17).

<sup>(2)</sup>

Figures may not total due to rounding.

## **COVID-19 Funding**

The District has been allocated approximately \$\_\_\_\_\_ in emergency federal funding and approximately \$\_\_\_\_\_ in emergency State funding in connection with the COVID-19 pandemic. The District received approximately \$\_\_\_\_\_ in fiscal year 2019-20, approximately \$\_\_\_\_\_ in fiscal year 2020-21, approximately \$\_\_\_\_\_ in fiscal year 2021-22, and approximately \$\_\_\_\_\_ in fiscal year 2022-23 in combined federal and State COVID-19 funding. The District spent approximately \$\_\_\_\_\_ in fiscal year 2019-20, approximately \$\_\_\_\_\_ in fiscal year 2020-21, and approximately \$\_\_\_\_\_ in fiscal year 2021-22, and approximately \$\_\_\_\_\_ in fiscal year 2022-23 on various COVID-19-related expenditures including \_\_\_\_\_.

## **Cap on School District Reserves**

State regulations require school districts to budget a reserve for economic uncertainties. The recommended minimum amounts vary from 1% to 5% of total expenditures and other financing uses, depending on the district's average daily attendance. SB 858, adopted in June 2014, modified the law as it relates to ending fund balances for school districts. First, beginning in 2015–16, a school district that proposes to adopt or revise a budget that includes an ending fund balance that is two to three times higher (depending on whether a school district's average daily attendance exceeds 400,000 students) than the State's minimum recommended reserve for economic uncertainties must substantiate the need for the higher balance. Second, in a year immediately following a deposit into the Public School System Stabilization Account (Proposition 98 Rainy Day Fund) established in the State General Fund (see "Constitutional and Statutory Provisions Affecting District Revenues and Appropriations – Propositions 98 and 111 – Minimum Funding Guarantee," below), a school district's adopted or revised budget may not contain an ending fund balance higher than two to three times higher (depending on whether a school district's average daily attendance exceeds 400,000 students) than the State's minimum recommended reserve for economic uncertainties. A county superintendent could waive the prohibition, pursuant to specified conditions, for up to two consecutive years within a three-year period.

The requirements relating to ending fund balances for school districts established by SB 858 were further modified by SB 751, adopted in October 2017. Under SB 751, in a fiscal year immediately after a fiscal year in which the amount of moneys in the Public School System Stabilization Account is equal to or exceeds 3% of the combined total of General Fund revenues appropriated for school district and allocated local tax proceeds for that fiscal year, a school district budget that is adopted or revised must not contain a combined assigned or unassigned ending General Fund balance that is in excess of 10% of such funds. Similar to SB 858, under certain circumstances, a county superintendent may grant an exemption from the ending fund balance requirements of SB 751. SB 751 does not apply to basic aid school districts (i.e., funded only with local property taxes and no general purpose state aid), and small school districts (average daily attendance of fewer than 2,501 students) such as the District.

If the cap is triggered, unless exempted, a school district would be required to increase expenditures in order to bring its ending fund balance down to the maximum level. The Public School System Stabilization Account appears to be intended to provide a substitute for local reserves in the event of a future economic downturn. However, there is no linkage between the sizes of the State and local reserves. The District is unable to predict what the effect on its budget will be following implementation of these rules.

The 2023-24 State Budget includes fiscal years 2021-22, 2022-23, and 2023-24 payments of approximately \$4.8 billion, \$1.8 billion, and \$902 million, respectively, into the Public School System Stabilization Account, for a balance of more than \$10.8 billion at the end of fiscal year 2023-24. (See

“2023-24 Adopted State Budget.”) In accordance with SB 751, the balance of \$9.9 billion in fiscal year 2022-23 triggered school district reserve caps beginning in fiscal year 2023-24.

### Sources of Funding for Operations

Funding for the District’s operations is provided by a mix of (1) local property taxes; (2) State apportionments of general purpose and restricted purpose funds; (3) federal government grants; (4) development impact fees; (5) lottery funds; and (6) miscellaneous other revenues.

**Property Taxes.** Under current law, local agencies are not permitted to levy directly any property tax (except *ad valorem* taxes to pay debt service on voter-approved bonds and voter-approved non-*ad-valorem* property taxes for limited purposes). Instead, general purpose *ad valorem* property taxes are automatically levied by each county at the maximum 1% property tax rate permitted by Proposition 13, and property tax revenue is distributed by the county among all the local government taxing agencies (including school districts) within the county according to a statutory formula. See “District Financial Information – Property Taxes,” below.

**State Funding. Local Control Funding Formula.** Beginning in Fiscal Year 2013-14, the bulk of apportionments of State funding to school districts for general purposes have been allocated pursuant to a system referred to as the “Local Control Funding Formula” (“LCFF”). Under LCFF, revenue limits and most State-mandated categorical programs were eliminated. Instead, a locally-controlled system has been implemented whereby school districts receive funding based on the demographic profile of the students they serve and gain greater flexibility to use these funds to improve outcomes of students. Now, apportionment to school districts are made on the basis of uniform, target base rates per unit of average daily attendance for each of four grade spans, subject to several adjustments, as described below. The annual State general purpose apportionment received by a school district represents the difference between such district’s total general purpose allocation and its share of the general purpose local property tax distributed to it by the county. Basic aid school districts, which have property tax revenues which exceed their entitlement under the LCFF, are entitled to keep such excess local property tax revenues.

The LCFF includes the following components:

- A base grant for each local education agency per unit of ADA, which varies with respect to different grade spans. The base grant funding by grade span for fiscal year 2023-24 is set forth in the table below. The base rates for grades K-3 and 9-12 are increased (see table below), to cover the costs of class size reduction in the early grades and to support college and career readiness programs in high schools. These target base rates are to be updated each year for cost-of-living adjustments (“COLAs”).

Grade Span	2022-23 Base Grant per ADA	2023-24 COLA (8.22%)	Grade Span Adjustments <sup>(1)</sup>	2023-24 Base Grant/ Adjusted Base Grant per ADA
TK/K-3	\$9,166	\$753	\$1,032	\$10,951
4-6	9,304	765	n/a	10,069
7-8	9,580	787	n/a	10,367
9-12	11,102	913	312	12,327

<sup>(1)</sup>K-3 adjustment is 10.4% for class size reduction; 9-12 adjustment is 2.6% for career technical education.

Source: California Department of Education – Funding Rates and Information, Fiscal Year 2023-24



- The LCFF provides a supplemental grant to school districts based on the three-year average of enrollment of students of limited English proficiency (“EL”), students from low-income families that are eligible for free or reduced priced meals (“FRPM”), and foster youth. Students who are in more than one category are counted only once. Under the formula, each qualifying student generates an additional 20% of the student’s adjusted grade-span base grant multiplied by the unduplicated percentage of EL, FRPM, and foster youth pupils.

- School districts whose qualifying student populations (i.e., EL, FRPM, and foster youth pupils) exceed 55% of their total enrollment will receive an additional “concentration” grant equal to 65% of the applicable adjusted base rate multiplied by the percentage of such district’s qualifying student enrollment above the 55% threshold.

- Funds for two existing categorical programs — the Targeted Instructional Improvement Block Grant and the Home-to-School Transportation program — are treated as add-ons to the LCFF. Districts that received funding from these programs in 2012–13 will continue to receive that same amount of funding in addition to what the LCFF provides each year.

- An economic recovery target to ensure that almost every local education agency receives at least their pre-recession funding level, adjusted for inflation, at full implementation of the LCFF.

- Commencing with fiscal year 2022-23, school districts will receive an add-on for costs related to implement a ratio of one adult for every 12 pupils in transitional Kindergarten classrooms.

The LCFF was implemented for fiscal year 2013-14 and was phased in over a multi-year period. School districts received annual funding increases based on the difference between their respective prior-year funding level and the target LCFF allocation at full implementation. In each year, every school district had the same proportion of its gap closed. The 2018-19 State Budget fully funded the LCFF gap for school districts two years earlier than originally scheduled, allowing the school districts to reach their LCFF target level.

The LCFF includes a “hold harmless” provision which provided that a district or charter school would maintain total revenue limit and categorical funding at least equal to its 2012-13 level, unadjusted for changes in average daily attendance or cost of living adjustments. The LCFF also includes an accountability component. Districts are required to increase or improve services for English language learners, low income, and foster youth students in proportion to supplemental and concentration grant funding received. All school districts are required to develop and adopt local control and accountability plans (“LCAP”), which identify local goals in areas that are priorities for the State, including pupil achievement, parent engagement, and school climate.

County superintendents review and provide support to the school districts under their jurisdiction, and the Superintendent of Public Instruction performs a corresponding role for county offices of education. In addition, the 2013-14 State budget created the California Collaborative for Education Excellence to advise and assist school districts, county offices of education, and charter schools in achieving the goals identified in their plans. Under the LCFF and related legislation, the State will continue to measure student achievement through statewide assessments, determine the contents of the school accountability report card, and establish policies to implement the federal accountability system.

To alleviate the impact of the COVID-19 pandemic, SB 117 provided that, for school districts that complied with State requirements, only attendance during full school months from July 1, 2019, to and including February 29, 2020, was reported for apportionment purposes for fiscal year 2019-20. The State budget for fiscal year 2020-21 provided that average daily attendance for fiscal year 2020-21 was

based on the 2019-20 year. While the State budget for fiscal year 2021-22 did not include an extension of the average daily attendance hold-harmless provision, school districts with enrollment declines in fiscal year 2021-22 retained the ability to receive their apportionment based on the higher of their fiscal year 2019-20 or fiscal year 2020-21 average daily attendance as provided under LCFF. Additionally, the 2022-23 State budget amends the LCFF calculation to consider the greater of a school district's current year, prior year, or the average of three prior years' average daily attendance (see "The District – General and Financial Information - State Budget Process - 2023-24 Adopted State Budget" herein). This formula change helps school districts with significant declining enrollment better serve remaining students.

The District is providing in-person instruction for the 2022-23 school year. The District is unable to predict the cost of implementing the State's guidelines to reopen school campuses, whether new proposals will be enacted or in what form they may take, or whether any new requirements related to reducing the spread of COVID19 will materially impact the District's finances or operations.

There are no charter schools within the District's boundaries.

The following table shows a breakdown of the District's fiscal years 2019-20 through 2023-24, and ADA by grade span, total enrollment, and the percentage of students classified as English learners, low-income, of foster youth ("EL/LI").

**LAKESIDE UNION SCHOOL DISTRICT**  
**ADA by Grade Span, Total Enrollment, and EL/LI Enrollment**  
**Fiscal Years 2019-20 through 2023-24**

Fiscal Year	Average Daily Attendance <sup>(1)</sup>			Enrollment		
	(By Grade Span)					
	TK/K-3	4-6	7-8	Total District	Total District	% EL/LI <sup>(2)</sup>
2019-20	621.38	437.80	291.03	1,350.21	1,450.00	69.18%
2020-21		See footnote (1) below			1,447.00	69.18
2021-22	592.99	432.55	302.04	1,327.58	1,504.00	64.20
2022-23	635.78	478.35	303.07	1,417.20	1,570.00	64.49
2023-24 <sup>(3)</sup>	673.71	504.80	316.82	1,495.33	1,599.00	66.47

<sup>(1)</sup> ADA is as of the second principal reporting period (P-2 ADA), ending on or before the last attendance month prior to April 15 of each school year. For fiscal year 2019-20, due to the outbreak of COVID-19, P-2 ADA only reflects full school months from July 1, 2019 through February 29, 2020. The State budget for fiscal year 2020-21 provided that ADA for fiscal year 2020-21 will be based on the 2019-20 year.

<sup>(2)</sup> The percentage is calculated on the basis of the average of the current fiscal year and the prior two fiscal years.

<sup>(3)</sup> As of 2023-24 Second Interim Report.

Note: Total may not foot due to rounding.

Source: Lakeside Union School District

**Restricted Purpose Revenue.** Other State revenues allocated to school districts are restricted by the Legislature to particular uses (categorical programs). The LCFF eliminates approximately three-quarters of categorical programs. Under the new system, several categorical programs remain outside the LCFF, including special education, after school safety and education programs, nutrition, and State preschool.

**Propositions 30 and 55.** School districts in California have faced numerous challenges over the past several years due to financial difficulties at the State level. This has resulted in budget cuts and payment deferrals to school districts. On November 6, 2012, the Governor placed a measure on the ballot known as "Proposition 30" or the "November Tax Initiative," which asked California voters to increase State sales tax and raise income taxes on certain high income individuals, as well as taxes on gross receipts of retailers and certain excise taxes, in order to generate additional revenues at the State level.

The moneys raised were applied to address State budget shortfalls and help fund educational programs. In particular, revenues generated pursuant to Proposition 30 increased school and community college district funding and paid expenses owed from previous years. The California Children's Education and Health Care Protection Act of 2016, also known as Proposition 55, is a constitutional amendment approved by the voters of the State on November 8, 2016. Proposition 55 extends through 2030 the increases to personal income tax rates for high-income taxpayers that were approved as part of Proposition 30. Tax revenue received under Proposition 55 is allocated 89% to K-12 schools and 11% to community colleges. The tax revenues allocated to education as part of the minimum guarantee are deposited into the Education Protection Account ("EPA"), recalculated and distributed quarterly to K-14 school districts (89 percent to K-12 school districts and 11 percent to community college districts) as a continuing appropriation not subject to budget adoption. The funds are distributed in the same manner as existing unrestricted per-student funding. The Proposition 30 tax revenue is included in the Proposition 98 calculation, raising the guarantee by billions each year. Proposition 55 did not extend the sales tax rate increase enacted under Proposition 30.

**Lottery.** Other State revenues include the California State Lottery (the "Lottery"), which was established by a constitutional amendment approved in the November 1984 general election. Lottery revenues must be used for the education of students and cannot be used for non-instructional purposes such as real property acquisition, facility construction, or the financing of research.

**Federal Sources.** The federal government provides funding for several District programs, including special education programs, programs under the Educational Consolidation and Improvement Act, and specialized programs such as Education for Economic Security, and the free and reduced lunch program.

**Local Sources.** In addition to property taxes, the District may receive additional local revenues from items such as leases and rentals, interest earnings, transportation fees, interagency services, and other local sources.

### Short-Term Borrowings

The District has in the past issued short-term tax and revenue anticipation notes. Proceeds from the issuance of notes by the District have been used to reduce inter-fund dependency and to provide the District with greater overall efficiency in the management of its funds.

The District has no short-term debt outstanding, and there are currently no plans to issue any short-term debt.

### Long-Term Debt

A schedule of changes in long-term debt of the District, other than OPEB and pension, for the year ended June 30, 2023 is shown below:

	Balance at July 1, 2022	Additions	Deductions	Balance at June 30, 2023	Due in One Year
General Obligation Bonds	\$17,969,527	--	\$125,483	\$17,844,044	\$117,825
Accreted Interest	1,871,135	\$212,994	164,517	1,919,612	155,345
OPEB benefits payable	3,153,319	--	38,540	3,114,779	--
Net pension liability	7,080,411	4,165,589	--	11,246,000	--
Compensated Absences	69,406	8,948	--	78,354	--

TOTAL \$30,143,798 \$4,387,531 \$328,540 \$34,202,789 \$273,170

Source: Lakeside Union School District, Annual Financial Report, June 30, 2023

## General Obligation Bonds

*2008 Authorization.* The District received authorization at an election held on November 4, 2008 to issue \$22,500,000 of general obligation bonds. The District issued the first series of bonds on May 14, 2009 in the amount of \$3,637,361.60 (the “2009 Bonds”), the second series of bonds on October 29, 2013 in the amount of \$10,327,555.90 (the “2013 Bonds”), and the third series of bonds on December 9, 2020 in the amount of \$1,700,000 (the “2020 Bonds”). A portion of the 2009 Bonds and the 2013 Bonds were refunded on December 9, 2020 with the issuance of refunding general obligation bonds in the amount of \$14,730,000 (the “2020 Refunding Bonds”).

The following table summarizes the District's outstanding general obligation bond indebtedness as of April 1, 2024.

Authorization	Issue	Original Amount	Final Maturity	Outstanding as of April 1, 2024	Debt Service in Fiscal Year 2023-24
Election 2008	Series 2009	\$3,367,361.60	September 1, 2033	\$1,296,220	\$299,000
Election 2008	Series 2020	1,700,000.00	June 1, 2045	1,700,000	51,000
Refunding	Series 2020	14,730,000.00	June 1, 2044	14,730,000	418,945
				<u>\$17,726,220</u>	<u>\$768,945</u>

The District has not defaulted on the payment of principal of or interest on any of its long-term indebtedness in the past ten years.

## Capitalized Lease Obligation

The District has made use of various capital lease arrangements under agreements that provide for title of items and equipment being leased to pass to the District upon expiration of the lease period. As of June 30, 2023, the District had no capital lease arrangement outstanding.

## Property Taxes

*General.* See “Security and Sources of Payment of the Bonds” above for a general description of how property is assessed and how *ad valorem* property taxes are levied and collected.

*Alternative Method of Tax Apportionment –Teeter Plan.* The Board of Supervisors of the County adopted the Alternative Method of Distribution of Tax Levies and Collections and of Tax Sale Proceeds (the “Teeter Plan”), as provided for in section 4701, *et seq.* of the California Revenue and Taxation Code, “to accomplish a simplification of the tax levying and tax apportioning process and an increased flexibility in the use of available cash resources.” This alternative method is used for distribution of the District’s share of general purpose *ad valorem* property tax revenues. The Teeter Plan currently applies to the *ad valorem* property taxes levied to pay debt service on the Bonds.

The County is responsible for determining the amount of the *ad valorem* property tax levy on each parcel in the District that is entered onto the secured real property tax roll. Upon completion of the secured real property tax roll, the County determines the total amount of taxes and assessments actually extended on the roll for each fund for which a tax levy has been included, and apportions 100% of the tax and assessment levies to that fund’s credit. Such monies may thereafter be drawn against by the taxing agency in the same manner as if the amount credited had been collected.

Under the Teeter Plan, the County establishes the Tax Loss Reserve Fund. The County determines which monies in the County treasury (including those credited to the Tax Loss Reserve Fund) shall be available to be drawn on to the extent of the amount of uncollected taxes credited to each fund for which a levy has been included. When amounts are received on the secured tax roll for the current year, or for redemption of tax defaulted property, Teeter Plan monies are distributed to the apportioned tax resources accounts. The Tax Loss Reserve Fund is used exclusively to cover lost income occurring as a result of tax defaulted property. Monies in this fund are derived from several sources. While amounts collected as costs are distributed to the County's general fund, delinquent penalty collections are distributed to the Tax Loss Reserve Fund.

The Teeter Plan is to remain in effect unless the Board of Supervisors orders its discontinuance or unless, prior to the commencement of any fiscal year of the County (which commences on July 1), the Board of Supervisors shall receive a petition for its discontinuance joined in by resolutions adopted by two-thirds of the participating revenue districts in the County, in which event the Board of Supervisors is to order discontinuance of the Teeter Plan effective at the commencement of the subsequent fiscal year. In the event that the Teeter Plan were terminated, receipt of revenue of *ad valorem* property taxes in the District would depend upon the collections of the *ad valorem* property taxes and delinquency rates experienced with respect to the parcels within the District.

Property tax delinquencies may be impacted by economic and other factors beyond the District's control or the control of the County, including the ability or willingness of property owners to pay property taxes during an economic recession or depression. An economic recession or depression could be caused by many factors outside the control of the District, including high interest rates, reduced consumer confidence, reduced real wages or reduced economic activity as a result of the spread of COVID-19 or other pandemic or natural or manmade disaster.

There can be no assurance that the County will always maintain the Teeter Plan or will have sufficient funds available to distribute the full amount of the District's share of property tax collections to the District. The ability of the County to maintain the Teeter Plan may depend on its financial resources and may be affected by future property tax delinquencies.

*[Remainder of page intentionally left blank]*

## CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS

*Principal of and interest on the Bonds are payable from the proceeds of an ad valorem property tax levied by the County for the payment thereof. (See "Security and Sources of Payment for the Bonds.") Articles XIII A, XIII B, XIII C, and XIII D of the State Constitution, Propositions 98 and 111, and certain other provisions of law discussed below, are included in this section to describe the potential effect of these Constitutional and statutory measures on the ability of the County to levy taxes on behalf of the District and the District to spend tax proceeds for operating and other purposes, and it should not be inferred from the inclusion of such materials that these laws impose any limitation on the ability of the District to levy taxes for payment of the Bonds. The tax levied by the County for payment of the Bonds was approved by the District's voters in compliance with Article XIII A and all applicable laws.*

### **Article XIII A of the State Constitution**

*Basic Property Tax Levy.* Article XIII A of the State Constitution limits the amount of any *ad valorem* property tax on real property to 1% of the full cash value thereof, except that additional *ad valorem* taxes may be levied to pay debt service on (i) indebtedness approved by the voters prior to July 1, 1978, (ii) bonded indebtedness approved by two-thirds of the voters on or after July 1, 1978, for the acquisition or improvement of real property, and (iii) bonded indebtedness approved by 55% of the voters of a school district or community college district for the construction, reconstruction, rehabilitation or replacement of school facilities or the acquisition or lease of real property for school facilities. As described under "The Bonds – Authority for Issuance," the District received authorization by the requisite percent of voters to issue the Bonds.

Article XIII A defines full cash value to mean "the county assessor's valuation of real property as shown on the 1975-76 tax bill under 'full cash value' or, thereafter, the appraised value of real property when purchased, newly constructed, or a change in ownership has occurred after the 1975 assessment." This full cash value may be increased at a rate not to exceed 2% per year to account for inflation.

Article XIII A permits reduction of the full cash value base in the event of a decline in property value caused by damage, destruction, or other factors. The full cash value base is not increased upon reconstruction of property damaged or destroyed in a disaster, if the fair market value of the property as reconstructed is comparable to its fair market value before the disaster. If the full cash value has been reduced owing to a decline in market value, the full cash value is restored to the full cash value base as quickly as the market price increases (without regard to the 2% limit on increases that otherwise applies).

Both the United States Supreme Court and the California State Supreme Court have upheld the general validity of Article XIII A.

*Legislation Implementing Article XIII A.* Legislation has been enacted and amended a number of times since 1978 to implement Article XIII A. Under current law, local agencies are no longer permitted to levy directly any property tax (except to pay voter-approved indebtedness). The 1% property tax is automatically levied by the county and distributed according to a formula among taxing agencies. The formula apportions the tax roughly in proportion to the relative shares of taxes levied prior to 1979.

Increases of assessed valuation resulting from reappraisals of property due to new construction, change in ownership or from the annual adjustment not to exceed 2% are allocated among the various jurisdictions in the "taxing area" based upon their respective "situs." Any such allocation made to a local agency continues as part of its allocation in future years.

## **Article XIII B of the State Constitution**

Under Article XIII B of the State Constitution, state and local governmental entities have an annual "appropriations limit" and are not permitted to spend certain monies that are called "appropriations subject to limitation" (consisting of tax revenues, state subventions and certain other funds) in an amount higher than the "appropriations limit." Article XIII B does not affect the appropriation of moneys that are excluded from the definition of "appropriations subject to limitation," such as appropriations for voter-approved debt service, appropriations required to comply with certain mandates of the courts or the federal government, and appropriations for qualified capital outlay projects (as defined by the Legislature).

The appropriations limit for each agency in each year is based on the agency's limit for the prior year, adjusted annually for changes in the cost of living and changes in population, and adjusted where applicable for transfer to or from another governmental entity of financial responsibility for providing services. With respect to school districts, "change in cost of living" is defined as the percentage change in California per capita income from the preceding year and "change in population" means the percentage change in average daily attendance for the preceding year.

The appropriations limit is tested over consecutive two-year periods. Any excess of the aggregate "proceeds of taxes" received by an agency over such two-year period above the combined appropriations limit for those two years is to be returned to taxpayers by reductions in tax rates or fee schedules over the subsequent two years. Under current statutory law, a school district that receives any proceeds of taxes in excess of the allowable limit need only notify the State Director of Finance and the District's appropriations limit is increased and the State's limit is correspondingly decreased by the amount of the excess.

Under Article XIII B, 50% of all revenues received by the State in a fiscal year and in the immediately following fiscal year in excess of the amount permitted to be appropriated by the State during that fiscal year and the immediately following fiscal year shall be transferred and allocated to the State School Fund under Section 8.5 of Article XVI of the State Constitution.

## **Article XIII C and Article XIII D of the State Constitution**

Articles XIII C and XIII D of the State Constitution, adopted by Proposition 218 on November 5, 1996, impose certain vote requirements and other limitations on the imposition of new or increased taxes, assessments and property related fees and charges. The District does not impose any such taxes, assessments, fees or charges; and, with the exception of *ad valorem* property taxes levied and collected by the County under Article XIII A of the State Constitution and allocated to the District, no such taxes, assessments, fees or charges are imposed on behalf of the District. Accordingly, while the provisions of Proposition 218 may have an indirect effect on the District, such as by limiting or reducing the revenues otherwise available to other local governments whose boundaries encompass property located within the District (thereby causing such local governments to reduce service levels and possibly adversely affecting the value of property within the District), the District does not believe that Proposition 218 will directly impact the revenues available to pay debt service on the Bonds.

Article XIII C also provides that the initiative power shall not be limited in matters of reducing or repealing local taxes, assessments, fees and charges. The initiative power is, however, limited by the United States Constitution's prohibition against state or local laws "impairing the obligation of contracts." The District's general obligation bonds represent a contract between the District and the bondholder secured by the collection of *ad valorem* property taxes. While not free from doubt, it is likely that, once issued, the taxes needed to pay debt service on general obligation bonds would not be subject to reduction

or repeal. Legislation adopted in 1997 provides that Article XIIC shall not be construed to mean that any owner or beneficial owner of a municipal security assumes the risk of, or consents to, any initiative measure that would constitute an impairment of contractual rights under the contracts clause of the U.S. Constitution.

The interpretation and application of Proposition 218 and the U.S. Constitution's contracts clause will ultimately be determined by the courts with respect to a number of the matters discussed above, and it is not possible at this time to predict with certainty the outcome of such determination.

### **Propositions 98 and 111 -- Minimum Funding Guarantee**

Proposition 98, a constitutional and statutory amendment adopted by California voters in 1988 and amended by Proposition 111 in 1990, guarantees a minimum level of funding for public education from kindergarten through community college (K-14).

Proposition 98, as amended by Proposition 111, guarantees a level of funding based on the greater of two amounts determined under three different methods of calculation. The first amount is based on a percentage of General Fund revenues. This amount is defined under "Test 1" as the amount produced by applying the same percentage of General Fund revenues appropriated to K-14 education in 1986-87, or about 40%. The second amount is determined under one of two methods, "Test 2" or "Test 3," the choice of which is determined based on the relative growth of per capita income and General Fund revenues.

In years of high or normal growth of General Fund revenues, Test 2 applies. Test 2 is designed to maintain prior-year service levels. The amount determined under Test 2 is the amount required to ensure that K-14 schools receive from State funds and local tax revenues the same amount received in the prior year, adjusted for changes in enrollment and for increases in per capita personal income. Test 3 is operative in years in which General Fund revenue growth per capita is more than 0.5% below growth in per capita personal income. The amount determined under Test 3 is the prior-year total level of funding from State and local sources, adjusted for enrollment growth and for growth in General Fund revenues per capita, plus 0.5% of the prior year level. If Test 3 is used in any year, the difference between the amount determined under Test 3 and Test 2 will become a credit (called the "maintenance factor") to be paid to K-14 schools in future years when State General Fund growth exceeds personal income growth.

The State's estimate of the total guaranteed amount varies through the stages of the annual budgeting process, from the Governor's initial budget proposal to actual expenditures to post-year-end revisions, as various factors change. The guaranteed amount will increase as enrollment and per capita personal income grow. If, at year-end, the guaranteed amount is calculated to be higher than the amount actually appropriated in that year, the difference becomes an additional education funding obligation, referred to as "settle-up." If the amount appropriated is higher than the guaranteed amount in any year, that higher funding level permanently increases the base guaranteed amount in future years. The Proposition 98 guaranteed amount may be suspended for one year at a time by enactment of an urgency statute. In subsequent years in which State General Fund revenues are growing faster than personal income (or sooner, as the Legislature may determine), the funding level must be restored to the guaranteed amount.

In the last few decades, the State's response to fiscal difficulties has had a significant impact on Proposition 98 funding and settle-up treatment. In 1992-93, 1993-94, 2004-05, and 2005-06 the State required counties, cities, and special districts to shift property tax revenues to school districts, thereby relieving the State General Fund of some of the burden of the Proposition 98 guarantee. Proposition 1A, adopted by the voters in November 2004, prohibits the State from shifting property taxes from other local governments to school or community college districts without a two-thirds vote of both houses of the



State Legislature. Proposition 22, approved by the voters in November 2010, eliminated the State's authority to shift property taxes temporarily during a severe financial hardship of the State that had been permitted by Proposition 1A. Legislation enacted in June 2011 (and upheld by the California Supreme Court in December 2011) dissolved every redevelopment agency in the State effective February 1, 2012, which may make more property tax revenues available to school districts.

The State has also sought to avoid or delay paying settle-up amounts when State revenues have lagged. The State has also sought to avoid increases in the base guaranteed amount through several devices: by treating any excess appropriations as advances (or loans) against subsequent years' Proposition 98 minimum funding levels rather than current year increases; by temporarily or permanently deferring year-end apportionments of Proposition 98 funds from one fiscal year to the next to reduce the ending Fiscal Year's base; by suspending Proposition 98, as the State did in 2010-11; and by proposing to amend the State Constitution's definition of the guaranteed amount and settle-up requirement under certain circumstances.

The California Teachers' Association, the State Superintendent and others sued the State or the Governor in 1995, 2005, 2009, and 2011 to force them to fund the full settle-up amounts. While legislation adopted to implement the settlements of these suits requires the State to pay down the obligation in annual installments, the repayments have also become part of annual budget negotiations, resulting in repeated adjustments and deferrals of the settle-up amounts.

Proposition 2, approved at the November 4, 2014, statewide election, among other things, revises the operation of Proposition 98 in some years. The measure creates a new State budget stabilization fund known as the "Public School System Stabilization Account." In years where capital gains tax revenues exceed 8% of total General Fund revenues, if a number of conditions are satisfied (including that Test 1 is operative, all maintenance factor obligations have been satisfied, and the Proposition 98 funding level is higher than the previous year), that part of the "excess" capital gains tax revenues accruing to the Proposition 98 guarantee, instead of being appropriated, would be deposited in the Public School System Stabilization Account, provided that the amount spent on schools and community colleges grows along with the number of students and the cost of living. The State would spend money out of the reserve in order to maintain spending on schools and community colleges in budgetary years in which such spending would otherwise decline from the prior year's level (adjusted for student population and cost of living). Proposition 2 thus changes when the State would otherwise be required to spend money on schools and community colleges but not the total amount of State spending for schools and community colleges over the long run. (See "Cap on School District Reserves.")

### **Proposition 39**

On November 7, 2000, State voters approved an amendment (commonly known as Proposition 39) to the State Constitution. This amendment (1) allows school facilities bond measures to be approved by 55% (rather than two-thirds) of the voters in local elections and permits property taxes to exceed the current 1% limit in order to repay the bonds and (2) changes existing statutory law regarding charter school facilities. As adopted, the constitutional amendments may be changed only with another statewide vote of the people. The statutory provisions could be changed by a majority vote of both houses of the State Legislature and approval by the Governor, but only to further the purposes of the proposition. The local school jurisdictions affected by this proposition are K-14 school districts, including the District, community college districts, and county offices of education. As noted above, the State Constitution previously limited property taxes to 1% of the value of property. Prior to the approval of Proposition 39, property taxes could only exceed this limit to pay for (1) any local government debts approved by the voters prior to July 1, 1978 or (2) bonds to acquire or improve real property that receive two-thirds voter approval after July 1, 1978.

The 55% vote requirement authorized by Proposition 39 applies only if the local bond measure presented to the voters includes: (1) a requirement that the bond funds can be used only for construction, rehabilitation, equipping of school facilities, or the acquisition or lease of real property for school facilities; (2) a specific list of school projects to be funded and certification that the school board has evaluated safety, class size reduction, and information technology needs in developing the list; and (3) a requirement that the school board conduct annual, independent financial and performance audits until all bond funds have been spent to ensure that the bond funds have been used only for the projects listed in the measure. Legislation approved in June 2000 placed certain limitations on local school bonds to be approved by 55% of the voters. These provisions require that the tax rate projected to be levied as the result of any single election be no more than \$60 (for a unified school district), \$30 (for a high school or elementary school district, such as the District), or \$25 (for a community college district) per \$100,000 of taxable property value, when assessed valuation is projected to increase in accordance with Article XIII A of the State Constitution. These requirements are not part of Proposition 39 and can be changed with a majority vote of both houses of the State Legislature and approval by the Governor. See “The District – General and Financial Information – Constitutional and Statutory Provisions Affecting District Revenues and Appropriations – Article XIII A of the State Constitution” herein.

### **Proposition 1A and Proposition 22**

On November 2, 2004, State voters approved Proposition 1A, which amends the State Constitution to significantly reduce the State’s authority over major local government revenue sources. Under Proposition 1A, the State cannot (i) reduce local sales tax rates or alter the method of allocating the revenue generated by such taxes, (ii) shift property taxes from local governments to schools or community colleges, (iii) change how property tax revenues are shared among local governments without two-third approval of both houses of the State Legislature or (iv) decrease vehicle license fee revenues without providing local governments with equal replacement funding. Proposition 1A does allow the State to approve voluntary exchanges of local sales tax and property tax revenues among local governments within a county. Proposition 1A also amends the State Constitution to require the State to suspend certain State laws creating mandates in any year that the State does not fully reimburse local governments for their costs to comply with the mandates. This provision does not apply to mandates relating to schools or community colleges or to those mandates relating to employee rights.

Proposition 22, The Local Taxpayer, Public Safety, and Transportation Protection Act, approved by the voters of the State on November 2, 2010, prohibits the State from enacting new laws that require redevelopment agencies to shift funds to schools or other agencies and eliminates the State’s authority to shift property taxes temporarily during a severe financial hardship of the State. In addition, Proposition 22 restricts the State’s authority to use State fuel tax revenues to pay debt service on state transportation bonds, to borrow or change the distribution of state fuel tax revenues, and to use vehicle license fee revenues to reimburse local governments for state mandated costs. Proposition 22 impacts resources in the State’s general fund and transportation funds, the State’s main funding source for schools and community colleges, as well as universities, prisons and health and social services programs. According to an analysis of Proposition 22 submitted by the Legislative Analyst’s Office (the “LAO”) on July 15, 2010, the expected reduction in resources available for the State to spend on these other programs as a consequence of the passage of Proposition 22 was projected to be approximately \$1 billion in fiscal year 2010-11, with an estimated immediate fiscal effect equal to approximately 1% of the State’s total general fund spending. The longer-term effect of Proposition 22, according to the LAO analysis, was expected to be an increase in the State’s general fund costs by approximately \$1 billion annually for several decades.

On December 30, 2011, the California Supreme Court issued its decision in the case of *California Redevelopment Association v. Matosantos*, finding ABx1 26, a trailer bill to the 2011-12 State budget, to be constitutional. As a result, as of February 1, 2012, all redevelopment agencies in California were

dissolved, and all net tax increment revenues, after payment of redevelopment bonds debt service and administrative costs, will be distributed to cities, counties, special districts and school districts. ABx1 26 was modified by Assembly Bill No. 1484 (Chapter 26, Statutes of 2011-12), which, together with ABx1 26, is referred to herein as the "Dissolution Act." The Dissolution Act provides that all rights, powers, duties and obligations of a redevelopment agency that have not been repealed, restricted or revised pursuant to ABx1 26 will be vested in a successor agency, generally the county or city that authorized the creation of the redevelopment agency (each, a "Successor Agency"). All property tax revenues that would have been allocated to such redevelopment agency will be allocated to the Successor Agency, to be used for the payment of pass-through payments to local taxing entities and to any other "enforceable obligations" (as defined in the Dissolution Act), as well to pay certain administrative costs. The Dissolution Act defines "enforceable obligations" to include bonds, loans, legally requirement payments, judgments or settlements, legal binding and enforceable obligations, and certain other obligations. Tax revenues in excess of such amounts, if any, will be distributed to local taxing entities in the same proportions as other tax revenues.

The District makes no representations concerning the extent to which its property tax apportionments may be offset by the future receipt of pass-through tax increment revenues, or any other surplus property tax revenues pursuant to the Dissolution Act.

### **Future Initiatives**

Article XIII A, Article XIII B, Article XIII C and Article XIII D of the State Constitution and the Propositions discussed in this Official Statement were each adopted as measures that qualified for the ballot under the State's initiative process. From time-to-time, other initiative measures could be adopted further affecting District revenues or the District's ability to expend revenues. The nature and impact of these measures cannot be anticipated by the District.

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## STATE BUDGET PROCESS

The State Constitution requires the Governor to propose a budget to the State Legislature no later than January 10 of each year and requires the Legislature to adopt a final budget no later than June 15. The latter deadline was frequently missed when passage of the budget required a two-thirds majority of each house of the Legislature. The State's voters approved an amendment to the State Constitution in November 2010 that lowered the vote requirement to a simple majority of each house of the State Legislature. The lower vote requirement also applies to the budget trailer bills that specifically appropriate funds. The budget becomes law upon the signature of the Governor, who may veto specific items of expenditure. A two-thirds vote of each house of the State Legislature is still required to override any veto by the Governor. School district budgets must be adopted by the district's governing board by July 1 and then revised within 45 days after the Governor signs the budget act to reflect any changes in budgeted revenues and expenditures made necessary by the adopted State budget.

**Possible Delays in Apportionments.** If the State budget is not adopted on time, basic appropriations and the categorical funding portion of each school district's State funding may be treated differently. In 2002, a California Court of Appeal held in *White v. Davis* (also referred to as *Jarvis v. Connell*) that the State Controller cannot disburse State funds after the beginning of the fiscal year until the adoption of the budget bill or an emergency appropriation, unless the expenditure is (i) authorized by a continuing appropriation found in statute, (ii) mandated by the State Constitution, such as appropriations for salaries of elected State officers, or (iii) required by federal law, such as payments to State workers (but at no more than minimum wage). The court specifically held that pre-budget disbursements of Proposition 98 funding for school districts are invalid. In 2003, the California Supreme Court upheld the decision of the Court of Appeal. During the 2003-04 State budget impasse, the State Controller nonetheless treated revenue limit (*i.e.*, general purpose) apportionments to school districts as continuous legislative appropriations under statute. The State Controller did not disburse certain categorical and other funds to school districts until the 2003-04 Budget Act was enacted.

**Additional Delays in Apportionments.** During the Great Recession (2007-2009), the Legislature authorized intra-year and inter-year deferrals of certain payments otherwise payable at earlier dates in the fiscal year to K-12 schools. The use of this cash-flow management device by the Legislature required some school districts to increase the size or frequency of their tax and revenue note borrowings.

### 2023-24 Adopted State Budget

On June 27, 2023, the Governor signed Assembly Bill (AB) 102, memorializing the deal between the Governor and the Legislature. On July 10, 2023, the Governor signed the corresponding budget trailer bill, signing the 2023-24 State budget package (the "2023-24 State Budget") into law. Consistent with the Governor's proposed budget for fiscal year 2023-24 and May revision, the 2023-24 State Budget reflects slower revenue growth than predicted, driven by stock market challenges, continuing high inflation, rising interest rates, and job losses. Adding to uncertainties in preparing the 2023-24 State Budget, income tax filings at the federal and State levels were delayed until mid-October 2023 due to the unprecedented storms earlier in 2023. At the time the 2023-24 State Budget was finalized, it was projected that the State would receive approximately \$42 billion in personal and corporate income tax. It was unclear whether, or to what extent, further adjustments to the 2023-24 State Budget would be necessary if revenues were less than projections.

The 2023-24 State Budget additionally reflects a historic level of reserves of approximately \$37.8 billion. This includes \$22.3 billion in the Budget Stabilization Account ("BSA" or "Rainy Day Fund"), \$10.8 billion in the Public School System Stabilization Account, \$900 million in the Safety Net Reserves,

and \$3.8 billion in the Special Fund for Economic Uncertainties. Setting aside such reserves is the State's approach to withstand revenue declines and future uncertainties, while maintaining fiscal discipline.

In order to address a projected \$31.7 billion shortfall while avoiding deep cuts to programs, the 2023-24 State Budget includes various approaches, including shifting \$9.3 billion in spending commitments from the General Fund to other funds, reducing General Fund spending by approximately \$8.1 billion, delaying spending of across multiple years, internal borrowing, and trigger reductions that would be restored in 2024 if there are sufficient revenues to do so.

Other general highlights of the 2023-24 State Budget are as follows:

*Higher Education.* The 2023-24 State Budget provides base budget increases of five percent each for the University of California and California State University systems.

*Health Care.* The 2023-24 State Budget maintains a commitment to increases to fund universal access to affordable health care.

*Homelessness.* The 2023-24 State Budget continues to fund one-time grants to cities and counties to address homelessness in their communities, and includes requirements for such municipalities to develop and submit regionally coordinated plans that outline the key actions each entity will undertake to collectively deploy their federal, state, and local resources to reduce homelessness.

*Transit.* The 2023-24 State Budget provides \$5.1 billion for public transit, including for zero-emission vehicle transit funding, along with new reporting and accountability requirements for transit agencies.

*Climate.* Over \$52 billion in multi-year spending to address climate issues is included in the 2023-24 State Budget. The Governor and the Legislature continue to discuss a potential climate bond ranging from \$6 billion to \$16 billion.

*Public Safety.* More than \$800 million continues to be committed to improve public safety including task forces to combat the spread of fentanyl and stopping retail theft.

*Infrastructure.* The 2023-24 State Budget includes streamlining proposals to allow the State to secure federal infrastructure funds for construction of transportation, clean water, and clean energy projects, resulting in as much as \$180 billion in infrastructure project over the next ten years.

With respect to funding for K-12 education, the 2023-24 State Budget includes total funding of \$129.2 billion (\$79.5 billion General Fund and \$49.7 billion other funds). Of this funding, the Proposition 98 minimum guarantee reflects \$108.3 billion in fiscal year 2023-24. This amount is \$2.1 billion less than the Legislature adopted last year for the current fiscal year.

Additional education-related highlights from the 2023-24 State Budget include the following:

- Proposition 98 Rainy Day Fund. As discussed above, following deposits into the Public School System Stabilization Account, the balance at the end of fiscal year 2023-24 will be \$10.8 billion. The balance of \$9.9 billion in 2022-23 triggers school district reserve caps beginning in 2023-24. (See "Cap on School District Reserves.")
- Local Control Funding Formula. The 2023-24 State Budget includes a COLA of 8.22 percent, the largest COLA in LCFF history. Taking into account the COLA adjustment

plus adjustments for declining enrollment, discretionary funds available to LEAs increases by approximately \$3.4 billion compared to the prior year.

- Equity Multiplier. The 2023-24 State Budget provides \$300 million ongoing Proposition 98 General Fund to establish an Equity Multiplier as an add-on to the LCFF. The purpose of the Equity Multiplier is to accelerate learning gains and close opportunity gaps of historically underserved pupils attending high-poverty schools.
- Literacy. One time Proposition 98 General Fund of \$250 million is set aside to augment an existing grant program to fund high-poverty schools to train and hire literacy coaches and reading specialists. The 2023-24 State Budget additionally requires LEAs to screen student in kindergarten through second grade for risk of reading difficulties by the 2025-26 school year.
- Teacher Workforce. The 2023-24 State Budget makes several statutory changes to reduce barriers for those interested in entering the teaching profession. For example, the 2023-24 State Budget increases the Teacher and School Counselor Residency Grant per-candidate allocation and to require a minimum stipend. Additionally, the 2023-24 State Budget will allow teachers who were unable to finish their credential due to the COVID-19 pandemic to meet this requirement through completion of a Commission on Teacher Credentialing (the "Commission") approved program or by two years of satisfactory teacher evaluations. The 2023-24 State Budget also authorizes the Commission to issue a comparable State credential to any U.S. military servicemember or their spouse who possesses a valid out-of-state teaching or services credential to teach in the State when such candidate is related to the State by military orders.
- Transitional Kindergarten. The 2023-24 State Budget reflects \$357 million and \$597 million ongoing Proposition 98 General Fund to support the first (2022-23) and second (2023-24) years, respectively, of expanded eligibility for transitional kindergarten ("TK"). There is additional funding in the amounts of \$283 million and \$165 million to support the first and second years, respectively, of adding additional certificated or classified staff to every TK class.
- Arts, Music, and Instructional Materials Discretionary Block Grant. The 2023-24 State Budget decreases one-time Proposition 98 General Fund for such grant to \$3.3 billion.

## **2024-25 Proposed State Budget**

On January 10, 2024, the Governor released the proposed State budget for fiscal year 2024-25 (the "2024-25 Proposed Budget"). As described above, the 2023-24 State Budget was enacted in June 2023, before the majority of the State's 2022-23 tax collections were received due to the tax filings being extended until October 2023. Under a typical timeframe, the Governor is able to make downward adjustments to the proposed state budget during the May Revision, when tax receipts are known.

The delay in collecting 2022-23 income tax combined with a decline in the stock market that drove down revenues in 2022, has resulted in a budget shortfall of \$37.9 billion, as projected by the Governor for the 2024-25 Proposed Budget. Now the Governor and the Legislature face the challenging task of solving for last year's shortfall while adjusting spending to ensure continued fiscal stability in future years.

To address the budget shortfall, the Governor proposes the following approaches:

- Draw on Reserves. The 2024-25 Proposed Budget includes a total withdrawal of \$12.2 billion from the BSA and a \$900 million withdrawal from the Safety Net Reserve.
- Spending Reductions. Significant spending reductions, totaling approximately \$8.5 billion, are proposed, including for climate change programs, housing programs, the School Facilities Aid Program, and the Student Housing Revolving Loan Fund Program.
- Revenue/Internal Borrowing. The 2024-25 Proposed Budget includes support from revenue sources and borrows internally from special funds. Proposed solutions include, increasing the Managed Care Organization Tax Support for Medi-Cal (\$3.8 billion) and conforming to the Tax Cuts and Jobs Act Net Operating Loss Limitation (\$300 million).
- Funding Delays. Various programs may be subject to approximately \$5.1 billion delays in funding across a three-year period beginning in fiscal year 2025-26, without reducing the total amount of funding through this same period, including to the (1) Transit and Intercity Rail Capital Program; (2) rate reform for Department of Development Services service providers; (3) Preschool, Transitional Kindergarten, and Full-Day Kindergarten Facilities Grant Program; (4) Clean Energy Reliability Investment Plan; (5) Behavioral Health Bridge Housing Program; and (6) Vulnerable Community Toxic Clean Up program.
- Fund Shifts. The 2024-25 Proposed Budget shifts approximately \$3.4 billion in certain expenditures from the General Fund to other funds, including to the Greenhouse Gas Reduction Fund, for state plans retirement contribution reductions, and for unemployment insurance interest payments.
- Deferrals. The 2024-25 Proposed Budget defers approximately \$2.1 billion in specific obligations to fiscal year 2025-26, including a June to July payroll deferral and deferrals to the University of California and California State University systems.

The 2024-25 Proposed Budget does not include mid-year budget cuts, deferrals, or program rollbacks. Total funding for all K-12 education programs is set at \$126.8 billion, \$76.4 billion of which is General Fund, and the remaining \$50.4 billion will come from other funds. K-12 per pupil funding totals \$17,653 Proposition 98 General Fund and \$23,519 per pupil when accounting for all funding sources. The minimum Proposition 98 funding for K-12 and community colleges is estimated to be \$109.1 billion in fiscal year 2024-25. The revised Proposition 98 minimum guarantee levels for years 2022-23, 2023-24, and 2024-25 represent a decrease of approximately \$11.3 billion in comparison to the 2023-24 State Budget. In recognition of the delayed tax receipts and its impact on the 2023-24 State Budget as described above, the 2024-25 Proposed Budget proposes statutory changes to address roughly \$8 billion of such decrease to avoid impacting existing K-12 and community college budgets.

Test 1 is expected to be applied for the Proposition 98 minimum guarantee for all years 2022-23 through 2024-25. The Proposition 98 minimum guarantee is rebenchmarked to reflect the continued implementation of Universal Transitional Kindergarten and the Arts and Music in Schools Funding Guarantee and Accountability Act. The resulting rebenchmarked Test 1 percentage to satisfy the Proposition 98 minimum guarantee increased from 38.6 percent to 39.5 percent of General Fund revenues.

Additional education-related highlights from the 2024-25 Proposed Budget include the following:

- Proposition 98 Rainy Day Fund. The 2024-25 Proposed Budget revises payments into the Public School System Stabilization Account of approximately \$1.3 billion for years

2022-23 through 2024-25, and withdrawals of \$3 billion in fiscal year 2023-24 and \$2.7 billion in fiscal years 2024-25. As a result, at the end of fiscal year 2024-25, the balance in the account should be more than \$3.8 billion. The balance of \$5.7 billion in fiscal year 2023-24 continues to trigger school district reserve caps. (See “Cap on School District Reserves.”)

- Local Control Funding Formula. The 2024-25 Proposed Budget includes a COLA of 0.76 percent. When combined with population growth adjustments, the result is approximately \$1.4 billion less in discretionary funds for LEAs. However, the 2024-25 Proposed Budget includes withdrawals from the Public School System Stabilization Account in 2023-24 and 2024-25, as well as using available reappropriation and reversion funding, to support ongoing LCFF costs. Additionally, the 2024-25 Proposed Budget includes an increase of \$65 million in ongoing Proposition 98 funding to reflect the COLA adjustment for certain categorical programs and the LCFF Equity Multiplier.
- Instructional Continuity. The 2024-25 Proposed Budget includes \$6 million one-time Proposition 98 General Fund for researching existing and developing new models of hybrid and remote learning to support student attendance, and investigating local student information systems to allow LEAs to report individual student absence data to the State in a manner that allows for local and statewide disaggregation of absences related to emergency events. Statutory changes to allow LEAs to provide attendance recovery opportunities to students to make up lost instruction time, offset student absences, mitigate learning loss, and lessen negative fiscal impacts on LEAs are included in the 2024-25 Proposed Budget.
- Teacher Preparation and Professional Development. The 2024-25 Proposed Budget proposes \$25 million ongoing Proposition 98 General Fund to support training for educators to administer literacy screenings that were implemented in the 2023-24 State Budget. To align with the new State math framework, the 2024-25 Proposed Budget includes \$20 million one-time Proposition 98 General Fund for county offices of education to develop and provide training to math coaches and leaders to support teaches in delivery math instruction aligned to the statewide framework.
- School Facility Program. With the Proposition 51 bond funds nearly exhausted, the 2024-25 Proposed Budget adjusts a planned 2024-25 investment into the School Facility Program from \$875 million to \$375 million in one-time General Fund. The Governor expects to enter into negotiations with the Legislature to reach an agreement on a school facility bond proposal to be considered at the November 2024 election.
- Preschool, Transitional Kindergarten, and Full-Day Kindergarten Facilities Grant Program. To address the projected budget shortfall, the 2024-25 Proposed Budget delays the fiscal year 2024-25 planned investment of \$550 million to fiscal year 2025-26.

### **Legal Challenges to State Funding of Education**

The application of Proposition 98 and other statutory regulations have been the subject of various legal challenges in the past. The District cannot predict if or when there will be changes to education funding or legal challenges which may arise relating thereto.

### **Additional Information for State Finances**



The full text of proposed and adopted State budgets may be found at the internet website of the California Department of Finance, [www.dof.ca.gov](http://www.dof.ca.gov), under the heading "California Budget." The Legislative Analyst's Office's ("LAO") budget overviews and other analyses may be found at [www.lao.ca.gov](http://www.lao.ca.gov) under the headings "The Budget" and "Publications." In addition, various State of California official statements, many of which contain a summary of the current and past State budgets and the impact of those budgets on school districts in the State, may be found at the website of the State Treasurer, [www.treasurer.ca.gov](http://www.treasurer.ca.gov) or through the Municipal Securities Rulemaking Board's EMMA website at [emma.msrb.org](http://emma.msrb.org).

Periodic reports on revenues and/or expenditures during the Fiscal Year are issued by the Governor's Office, the State Controller's Office and the LAO. The Department of Finance issues a monthly Bulletin, which reports the most recent revenue receipts as reported by state departments, comparing them to Budget projections. The Governor's Office also formally updates its budget projections three times during each Fiscal Year, in January, May and at budget enactment. These bulletins and other reports are available on the internet.

The information referred to above is prepared by the respective State agency maintaining each website and not by the District, and the District can take no responsibility for the continued accuracy of these internet addresses or for the accuracy, completeness or timeliness of information posted there, and such information is not incorporated herein by these references.

#### **Future State Budgets**

The District cannot predict what actions will be taken in the future by the Legislature and the Governor to deal with changing State revenues and expenditures or the impact such actions will have on State revenues available in the current or future years for education. The State budget will be affected by national and state economic conditions and other factors over which the District will have no control. Certain actions could result in a significant shortfall of revenue and cash, and could impair the State's ability to fund schools as budgeted.

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**APPENDIX B**  
**AUDITED FINANCIAL STATEMENTS OF THE DISTRICT**  
**FOR FISCAL YEAR ENDED JUNE 30, 2023**

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## APPENDIX C

### GENERAL INFORMATION ABOUT THE CITY AND THE COUNTY

*The following information concerning the City of Bakersfield (the "City") and the County of Kern (the "County") is included only for the purpose of supplying general information regarding the area of the Lakeside Union School District (the "District"). The Bonds are not a debt of the City, the County, the State of California (the "State") or any of its political subdivisions, and neither the City, the County, the State nor any of its political subdivisions is liable therefor. This Appendix includes information that is generally as of dates and for periods before the economic impacts of the COVID-19 (as defined in the front part of this Official Statement) pandemic and the measures instituted in response thereto. The COVID-19 pandemic is ongoing, and as result the geographic spread or mutation of the virus (notwithstanding the general availability of vaccines and boosters to combat the virus), the duration and severity of the outbreak, and the economic and other actions that may be taken by governmental authorities to contain the outbreak or to treat its impact are uncertain.*

#### General Information

The District is located within the County, which is approximately 100 miles north of Los Angeles County in the southern central valley of California. The County is the third largest County in the State geographically, covering approximately 8,073 square miles. It encompasses a variety of geographic regions – from the San Joaquin Valley in the west, to the Sierra Nevada mountains in the northeast, to the desert in the southern portion of the County. Bakersfield is the County seat, located about 19 miles west of the District. The median sale price of a single-family home in the County was \$360,000 in February 2024, up 4.3 percent from the prior year, based on data compiled by Redfin.

The County's economy is heavily linked to agriculture and petroleum extraction. It is the number one agriculture and oil -producing county in the nation. The County produces over 80% of the nation's carrots and is also a leader in the production of grapes, citrus fruits, pistachios, almonds, and milk. In addition, Kern River Oil Field is located in the County and is the third largest oil field in the State.

The City, comprised of approximately 150 square miles, is located approximately 100 miles north of the City of Los Angeles in the southern San Joaquin Valley. Incorporated in 1898, the City is the seat of government of the County. Approximately 42 percent of the County's total population resides in the greater metropolitan area of the City, and most of the employment in the County is located in the City. The median sale price of a single-family home in the City was \$400,000 in February 2024, up 5.4 percent from the prior year, based on the data compiled by Redfin.

#### Population

The following table lists population figures for the City, County, including unincorporated portions of the County, and the State for calendar years 2019 through 2023.

#### CITY OF BAKERSFIELD, KERN COUNTY, AND STATE OF CALIFORNIA Population Estimates Calendar Years 2019 through 2023

	2019	2020	2021	2022	2023
City of Bakersfield	388,588	402,857	404,100	407,491	408,373
Kern County					
Total Incorporated	592,083	601,015	596,003	602,261	603,951
Total Unincorporated	314,982	308,220	308,176	305,846	303,525

State of California	39,605,361	39,538,223	39,286,510	39,078,674	38,940,231
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Source: State of California, Department of Finance, E-5 Population and Housing Estimates for Cities, Counties, and the State – January 1, 2019, Sacramento, California, April 1, 2020 and January 1, 2021-2023, Sacramento, California (with 2020 Census Benchmark).

### Personal Income

The following table lists shows the *per capita* personal income for the County, the State, and the United State for calendar years 2018 through 2022. According to the United States Bureau of Economic Analysis, *per capita* personal income is calculated as the total personal income of the residents of a given area divided by the population of the area.

#### KERN COUNTY, STATE OF CALIFORNIA, AND UNITED STATES

##### *Per Capita Personal Income* Calendar Years 2018 through 2022

	2018	2019	2020	2021	2022
Kern County	\$37,557	\$39,271	\$44,490	\$46,651	\$44,862
State of California	60,984	64,1744	70,061	76,991	77,036
United States	53,309	55,547	59,153	64,430	65,470

Source: U.S. Bureau of Economic Analysis, "CAINC1 County and MSA personal income summary: personal income, population, per capita income" (accessed Monday, March 11, 2024).

### Labor Force and Employment

The tables below provide information about unemployment rates for the City and County for calendar years 2018 through 2022, not seasonally adjusted. Unemployment rates are not available for the District. The unemployment rate is calculated using unrounded data. Data may not add due to rounding.

#### CITY OF BAKERSFIELD

##### Unemployment Rates Calendar Years 2018 through 2022

	2018	2019	2020	2021	2022
Total Labor Force	176,400	177,500	179,000	177,500	180,100
Number of Employed	166,600	168,000	158,600	163,400	171,400
Number of Unemployed	9,800	9,500	20,400	14,100	8,700
Unemployment Rate	5.6%	5.3%	11.4%	7.9%	4.8%

Source: State of California Employment Development Department; Monthly Average Labor Force Data for Counties Annual Average, dated March 28, 2023, March 2022 Benchmark.

#### KERN COUNTY

##### Unemployment Rates Calendar Years 2018 through 2022

	2018	2019	2020	2021	2022
Total Labor Force	385,700	388,800	387,100	385,900	391,700
Number of Employed	354,600	358,400	337,400	347,600	364,600
Number of Unemployed	31,200	30,400	49,700	38,300	27,200

Unemployment Rate	8.1%	7.8%	12.8%	9.9%	6.9%
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*Source: State of California Employment Development Department; Monthly Average Labor Force Data for Counties Annual Average, dated March 28, 2023, March 2022 Benchmark.*

### Labor Force by Industry

The table below provides information about employment by industry type for the County as represented by available data from the Bakersfield Metropolitan Statistical Area for calendar years 2019 through 2023. The unemployment rate is calculated using unrounded data. Data may not add due to rounding.

#### KERN COUNTY (Bakersfield MSA) Employment by Industry Calendar Years 2019 through 2023

	2019	2020	2021	2022	2023
Total, All Industries	335,200	319,300	331,400	346,600	346,600
Total Farm	62,100	58,400	60,600	60,400	56,100
Total Nonfarm	273,100	260,900	270,900	286,200	290,600
Total Private	205,400	195,400	206,100	219,000	220,800
Goods Producing	38,800	35,700	35,100	37,000	36,500
Mining and Logging	9,600	8,000	7,400	7,800	7,800
Construction	16,300	15,400	15,500	16,700	16,300
Manufacturing	12,900	12,300	12,200	12,500	12,400
Durable Goods	4,900	4,700	4,800	4,900	5,000
Non-Durable Goods	8,000	7,600	7,400	7,600	7,400
Service Providing	234,200	225,200	235,700	249,300	254,100
Private Service Providing	166,600	159,700	170,900	182,000	184,300
Trade, Transportation & Utilities	52,900	52,800	59,700	63,200	61,600
Wholesale Trade	8,000	7,500	7,700	8,200	8,400
Retail Trade	31,100	30,100	32,300	32,900	32,400
Information	1,900	1,500	1,500	1,600	1,700
Financial Activities	7,700	7,500	7,600	7,600	7,500
Professional & Business Services	27,400	26,400	26,000	27,000	27,000
Educational & Health Services	40,900	40,800	41,600	44,300	47,500
Leisure & Hospitality	27,600	23,200	26,500	29,400	29,900
Other Services	8,300	7,400	7,900	8,800	9,000
Government	67,600	65,500	64,800	67,300	69,800
Federal Government	10,900	11,300	11,300	11,000	11,000
State Government	10,200	10,200	9,800	9,800	9,800
Local Government	46,500	44,000	43,700	46,500	49,000

*Source: State of California Employment Development Department; Industry Employment & Labor Force – by Annual Average, dated March 8, 2024, March 2023 Benchmark.*

## Major Employers

The following table identifies the 10 major employers, number of employees, and percent of total employment in the City of Bakersfield for fiscal year 2021-22.

### CITY OF BAKERSFIELD

#### Major Employers

	Employer	Number of Employees	Percent of Employment
1	County of Kern	7,655	4.52%
2	Kern High School District	4,832	2.85
3	Bakersfield City School District	4,041	2.38
4	Dignity Health	3,432	2.03
5	Bolthouse Farms	2,775	1.64
6	Panama-Buena Vista Union School District	2,459	1.45
7	Kern Medical Center	2,400	1.42
8	Adventist Health Bakersfield	1,812	1.07
9	City of Bakersfield	1,718	1.01
10	Kern County Superintendent of Schools	1,665	0.98
Total Top Ten		32,789	19.35%

Source: Kern County, Annual Comprehensive Financial Report for the Fiscal Year Ended June 30, 2022.

The following table identifies the 10 major employers, number of employees, and percent of total employment in Kern County for fiscal year 2021-22.

### KERN COUNTY

#### Major Employers

	Employer	Industry	Number of Employees	Percent of Employment
1	Edward Air Force Base	Federal Government – National Security	11,130	3.05%
2	County of Kern	County Government	6,682	1.83
3	Grimmway Farms	Agriculture	6,352	1.74
4	China Lake Naval Air Weapons Station	Federal Government – National Security	5,850	1.60
5	Dignity Health	Health Care	3,541	0.97
6	Wonderful Company	Agriculture	2,800	0.77
7	Mojave Air & Spaceport at Ruten Field	Private Industry	2,500	0.68
8	Kern Medical	Health Care	2,400	0.66
9	Amazon	Government	2,400	0.66
10	Wasco State Prison Reception Center	Oil and Gas	2,200	0.60
Total Top Ten			45,855	12.56%

Source: Kern County, Annual Comprehensive Financial Report for the Fiscal Year Ended June 30, 2022.

## Commercial Activity

A summary of historic taxable sales within the City and the County during calendar years 2018 through 2022 is shown in the following tables.

### CITY OF BAKERSFIELD Taxable Retail Sales Number of Permits and Valuation of Taxable Transactions (dollars in thousands)

	2018	2019	2020	2021	2022
Sales Tax Permits	9,937	10,489	11,582	11,300	11,815
Taxable Sales	\$6,378,357,987	\$6,507,087,973	\$6,356,165,806	\$7,833,568,239	\$8,227,405,401

Source: State of California Department of Tax & Fee Administration; Taxable Sales – Cities by Type of Business (Taxable Table 4), last updated January 29, 2024.

### KERN COUNTY Taxable Retail Sales Number of Permits and Valuation of Taxable Transactions (dollars in thousands)

	2018	2019	2020	2021	2022
Sales Tax Permits	19,612	20,757	23,038	22,039	23,099
Taxable Sales	\$15,130,972,391	\$15,711,099,382	\$16,145,355,463	\$19,397,379,126	\$22,919,753,346

Source: State of California Department of Tax & Fee Administration; Taxable Sales – County by Type of Business (Taxable Table 2), last updated January 29, 2024.

## Construction Activity

Estimated new privately-owned residential housing units authorized by building permits and total valuation in the County for the past five years for which data is available are shown in the table below.

### KERN COUNTY New Residential Housing Units

	2018	2019	2020	2021	2022
Single Family Residential Units	2,073	2,190	2,209	2,152	2,471
Multi-Family Residential Units	379	71	293	141	217
Total New Residential Units	2,452	2,261	2,502	2,293	2,688
Total Valuation	\$488,475,805	\$538,323,276	\$571,906,480	\$461,217,556	\$667,970,343

Source: United States Census Bureau, Building Permits Survey, ASCII files by State, CBSA, County or Place (last modified June 15, 2023).





**APPENDIX D**  
**FORM OF OPINION OF BOND COUNSEL**

PARKER & COVERT LLP  
2520 Venture Oaks Way, Suite 190  
Sacramento, California 95833

[CLOSING DATE]

Board of Trustees  
Lakeside Union School District  
14535 Old River Rd.  
Bakersfield, California 93311

Re:     \$[PAR AMOUNT]  
          Lakeside Union School District  
          (Kern County, California)  
          General Obligation Bonds  
          Election of 2008, Series 2024  
          ***Final Opinion of Bond Counsel***

Members of the Board of Trustees:

We have acted as bond counsel in connection with the issuance by the Lakeside Union School District (the "District") of \$[PAR AMOUNT] principal amount of Lakeside Union School District (Kern County, California) General Obligation Bonds, Election of 2008, Series 2024 (the "Bonds"). In such capacity, we have examined such law and such certified proceedings, certifications, and other documents as we have deemed necessary to render this opinion.

Regarding questions of fact material to our opinion, we have relied upon the certified proceedings and other certifications of public officials and others furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion that, under existing law:

1.     The Bonds have been duly authorized and executed by the District and are valid and binding general obligations of the District.
2.     All taxable property in the territory of the District is subject to *ad valorem* taxation without limitation regarding rate or amount (except certain personal property that is taxable at limited rates) to pay the Bonds. Kern County is required by law to include in its annual tax levy the principal and interest coming due on the Bonds to the extent that necessary funds are not provided from other sources.
3.     Interest on the Bonds is excludable from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax; however, interest on the Bonds is taken into account in determining the annual adjusted financial statement income of certain corporations for the purpose of computing the alternative minimum tax imposed on certain corporations. The opinion set forth in the preceding sentence is subject to the condition that the District comply with all requirements of the Internal Revenue Code of 1986, as amended, that must be satisfied subsequent to the issuance of the Bonds in order that the interest thereon be, and continue to be,

excludable from gross income for federal income tax purposes. The District has covenanted to comply with all such requirements. Failure to comply with certain of such requirements may cause interest on the Bonds to be included in gross income for federal income tax purposes retroactively to the date of issuance of the Bonds.

4. Interest on the Bonds is exempt from State of California personal income taxation.

[5. The District has designated the Bonds as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.]

The rights of the owners of the Bonds and the enforceability thereof are limited by bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors’ rights generally, and by equitable principles, whether considered at law or in equity.

We express no opinion regarding the accuracy, adequacy, or completeness of the Official Statement or other offering material relating to the Bonds. Further, we express no opinion regarding tax consequences arising with respect to the Bonds other than as expressly set forth herein.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Very truly yours,

PARKER & COVERT LLP

**APPENDIX E**  
**FORM OF CONTINUING DISCLOSURE CERTIFICATE**

## APPENDIX F

### BOOK-ENTRY-ONLY SYSTEM

*The information in this Appendix has been provided by the Depository Trust Company ("DTC") for use in securities offering documents, and the District takes no responsibility for the accuracy or completeness thereof. The District cannot and does not give any assurances that DTC, DTC Participants, or Indirect Participants will distribute to the Beneficial Owners either (a) payments of interest, principal or premium, if any, with respect to the Bonds, (b) certificates representing ownership interest in or other confirmation of ownership interest in the Bonds, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Bonds, or that they will so do on a timely basis or that DTC, DTC Direct Participants, or DTC Indirect Participants will act in the manner described in this Official Statement.*

The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond will be issued for each maturity of the Bonds, in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of the Bonds. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com).

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices will be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor such other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from the District or the Paying Agent on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, the Paying Agent, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the District or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

The information in this appendix concerning DTC and DTC's book-entry system has been obtained from sources that the District believes to be reliable, but the District takes no responsibility for the accuracy thereof.

## **APPENDIX G**

### **KERN COUNTY INVESTMENT RESULTS AND INVESTMENT POLICY**

*This Appendix provides a general description of the County Investment Policy and current portfolio holdings. The information set forth under this Appendix relating to the Kern County Treasury Pool has been obtained from the Kern County Treasurer – Tax Collector – County Clerk and is believed to be reliable but is not guaranteed as to accuracy or completeness. The District makes no representation as to the accuracy or completeness of such information. Further information may be obtained by contacting the County of Kern, Treasurer – Tax Collector – County Clerk, 675 Texas Street, Suite 1900, Fairfield, California, 94533, telephone (707) 784-6295.*

The County Treasurer manages the County Pool in which certain funds of the County and certain funds of other participating entities are pooled and invested pending disbursement. General participants are those government agencies within the County, including the District, for which the County Treasurer is statutorily designated as the custodian of such funds. The County Treasurer is the *ex officio* treasurer of each of these participating entities, and such entities are legally required to deposit their cash receipts and revenues in the County Treasury. Under State law, withdrawals are allowed only to pay for expenses that have become due. The governing board of each school district and special district within the County may allow, by appropriate board resolution, certain withdrawals of non-operating funds for purposes of investing outside the County Treasury. Some districts have from time to time authorized the County Treasurer to purchase specified investments for certain district funds to mature on predetermined future dates when cash would be required for disbursements. Other local agencies, such as special districts and cities for which the County Treasurer is not the statutorily designated fund custodian, may participate in the County Pool. Such participation is subject to the consent of the County Treasurer and must be in accordance with State law.

Funds held in the County Pool are invested by the County Treasurer in accordance with State law and the County Investment Policy, which is prepared by the County Treasurer and approved by the County Board. A copy of the County Investment Policy is included herein. The County Investment Policy sets forth the investment objectives of safety of principal, liquidity and yield. In addition, the County Investment Policy describes the instruments eligible for inclusion in the County Pool and the limitations applicable to each type. The performance of the County Pool is monitored quarterly. A Kern County Treasury Oversight Committee reviews the annual County Investment Policy, reviews the County Pool's investment reports and compliance with State law and the County Investment Policy and causes and annual audit to be conducted on the County Pool. The County Treasurer neither monitors investments for arbitrage compliance, nor does it perform arbitrage calculations. The District will maintain or cause to be maintained detailed records with respect to the applicable proceeds.

A summary description of the composition of the County Pool from the quarterly investment report as of [December 31, 2023] is provided in the following table.

**Securities by Type as of [December 31, 2023]  
Kern County Treasury Pool**

Security Type	Market Value	Percent of Market Value
Local Agency Investment Fund	\$1,803,428	0.03%
California Asset Management Program	327,521,256	4.89
CalTRUST	33,561,549	0.50
Money Markets	95,976,787	1.43
Bank Sweep (ICS)	10,761,661	0.16
U.S. Treasuries	3,321,593,514	49.60
Federal Agencies	2,252,102,371	33.63
Municipal Bonds	28,550,511	0.43
Supranationals	201,810,982	3.01
Negotiable CDs	70,056,118	1.05
Commercial Paper	72,872,494	1.09
Corporate Notes	295,248,577	4.41
Total Security Holdings	\$6,711,859,247	100.22%
Cash	\$14,706,367	-0.22%
Total Pooled Investments	\$6,697,152,880	100.00%

*Source: Kern County Treasurer-Tax Collector-County Clerk.*

Neither the District nor the Underwriter has made an independent investigation of the investments in the County Pool and has made no assessment of the current County Investment Policy. The value of the various investments in the County Pool will fluctuate on a daily basis as a result of a multitude of factors, including generally prevailing interest rates and other economic conditions. Additionally, the County Treasurer, upon the approval by the County Board, may change the County Investment Policy at any time. Therefore, there can be no assurance that the values of the various investments in the County Pool will not vary significantly from the values described therein.

**[Attach Investment Policy 11/28/23]**



**TENTATIVE AGREEMENT**

**BETWEEN THE**

**LAKESIDE UNION SCHOOL DISTRICT**

**AND THE**

**CALIFORNIA SCHOOL EMPLOYEES  
ASSOCIATION**

**LAKESIDE/OLD RIVER CHAPTER NO. 730**

**JULY 1, 2022 – JUNE 30, 2025**

**(December 20, 2023)**

This Agreement ("Agreement") is entered into by and between the Lakeside Union School District ("District") and the California School Employees Association, Lakeside/Old River Chapter No. 730,

As a result of negotiations, the District and the Association have agreed to a Tentative Agreement as set forth below.

**ARTICLE I  
AGREEMENT**

(Status Quo)

**ARTICLE II  
RECOGNITION**

(Status Quo)

**ARTICLE III  
ORGANIZATIONAL SECURITY**

(Status Quo)

**ARTICLE IV  
EVALUATION PROCEDURES**

(Status Quo)

**ARTICLE V  
HOURS AND OVERTIME**

(Status Quo)

**ARTICLE VI  
HOLIDAYS**

(Status Quo)

**ARTICLE VII  
VACATION**

(Status Quo)

**ARTICLE VIII  
LEAVES OF ABSENCE**

(Status Quo)

**ARTICLE IX  
GRIEVANCE PROCEDURE**

(Status Quo)

**ARTICLE X  
REPLACEMENT CLAUSE**

(Status Quo)

**ARTICLE XI  
PAY AND ALLOWANCES**

**Regular Rate of Pay**

A. The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in Appendix A which shall be in effect from July 1, 2023 2022 – June 30, 2024 2023 Appendix A will be retroactive to July 1, 2023 2022 and will apply to base salary only. In addition bargaining unit members will receive a one-time one-and-one-half percent (1.5%) off-schedule lump sum bonus based on Appendix A. Appendix A reflects a four percent (4%) increase over the 2022-2023 Classified Salary Schedule.

**B – C: No Changes.**

**Uniforms**

Food Service and MOT bargaining unit members shall be provided a Uniform Order Form by June 1 of each year for District approved uniforms. Effective July 1, 2024, the District will provide up to five (5) uniform shirts annually. Uniform

jackets will be provided to Food Service and MOT bargaining unit employees upon completion of the probationary period and every three (3) years thereafter. ~~The District shall provide up to \$200.00 (in credit) per work year for District approved uniforms (shirts, jackets, and pants).~~ Food Service and MOT bargaining unit members are required to wear jeans, Dickies or similar pants. Food Service and MOT bargaining unit members shall submit their Uniform Order Form by June 15 to be supplied with their uniform by August 15 of each year. Uniform delivery is dependent on the vendor and uniform availability. Uniform must be worn unless excused by the MOT Director (or designee) due to the nature of the work.

**E – K: No Changes.**

## **ARTICLE XII HEALTH AND WELFARE BENEFITS**

A. The District "cap" on health and welfare premiums for the ~~2022-2023~~ 2023-2024 benefit plan year is \$20,952.36 ~~19,777.56~~. Employees are responsible for additional health and welfare premiums above the District's cap.

**B – K: No Changes.**

## **ARTICLE XIII SAFETY**

(Status Quo)

## **ARTICLE XIV EMPLOYEE RIGHTS**

(Status Quo)

## **ARTICLE XV ORGANIZATIONAL RIGHTS**

(Status Quo)

## **ARTICLE XVI VACANCIES**

(Status Quo)

**ARTICLE XVII  
ASSIGNMENTS AND REASSIGNMENT**

**(Status Quo)**

**ARTICLE XVIII  
TRANSFERS**

**(Status Quo)**

**ARTICLE XIX  
PROFESSIONAL GROWTH**

**(Status Quo)**

**ARTICLE XX  
CONTRACTING AND BARGAINING UNIT WORK**

**(Status Quo)**

**ARTICLE XXI  
PROGRESSIVE DISCIPLINE**

**(Status Quo)**

**ARTICLE XXII  
DISTRICT RIGHTS**

**(Status Quo)**

**ARTICLE XXIII  
CONCLUSION**

**(Status Quo)**

## OTHER MATTERS

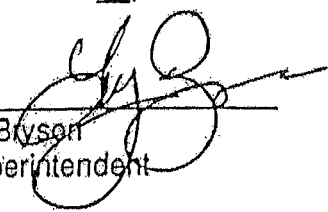
1. The Parties agree to cooperate in preparing a final agreement that will contain the agreements set forth in this Tentative Agreement. The Parties acknowledge and agree that there may be certain language clean-up of a non-substantive nature that will be corrected in the final agreement. The Parties must mutually agree to any clean-up requests or the change shall not be made.
2. All other terms and conditions of the 2022-2025 Collective Bargaining Agreement shall remain unchanged.
3. The on-schedule increase will be retroactive to July 1, 2023 and will apply to base salary only. Only those unit members employed on the date of the Association's ratification of this Tentative Agreement are eligible for the on-schedule increase.
4. Should the District negotiate a salary schedule percentage higher than four percent (4%) with the certificated unit for the 2023-2024 school year, the Association will receive the higher percentage increase. Additionally, the Association will receive any off-schedule payment negotiated with the certificated unit for the 2023-2024 school year.
5. This Tentative Agreement is entered into pursuant to the provisions of Sections 3540-3549 of the California Government Code.

This Tentative Agreement is subject to ratification by the Association membership and approval by the Lakeside Union School District Board of Trustees.

## RECOMMENDED FOR RATIFICATION

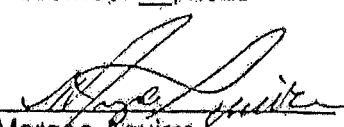
LAKESIDE UNION SCHOOL DISTRICT

December 20, 2023

  
Ty Bryson  
Superintendent

CSEA CHAPTER NO. 730

December 20, 2023

  
Margee Aguirre  
President

  
Andie Steiber  
CSEA LRR

**Classified Salary Schedule**

07/01/2023-06/30/2024

CBA: Appendix A

Board Approved TBD

Job Group	Job Title	Step in Years											
		1	2	3	4	5	6	7	8	9	10	11	12
		HRLY	HRLY	HRLY	HRLY	HRLY	HRLY	HRLY	HRLY	HRLY	HRLY	HRLY	HRLY
1	School Secretary	20.12	20.72	21.35	21.99	22.65	23.32	24.02	24.75	25.49	26.25	27.04	27.85
	Student Supp. Ser. Secretary	19.11	19.68	20.27	20.88	21.51	22.15	22.82	23.50	24.21	24.93	25.68	26.45
	School Clerk	18.13	18.53	18.94	19.35	19.78	20.21	20.66	21.11	21.58	22.05	22.54	23.03
2	Food Service Manager	17.03	17.54	18.07	18.61	19.17	19.74	20.33	20.94	21.57	22.22	22.89	23.57
	Food Service Worker	16.72	17.09	17.46	17.85	18.24	18.64	19.05	19.47	19.90	20.34	20.78	21.24
	Food Service Coord./Utility	16.93	17.30	17.68	18.07	18.47	18.88	19.29	19.72	20.15	20.59	21.05	21.51
3	Health Technician	17.64	18.03	18.42	18.83	19.24	19.67	20.10	20.54	20.99	21.46	21.93	22.41
	SASI II	22.99	23.50	24.01	24.54	25.08	25.63	26.20	26.77	27.36	27.96	28.58	29.21
	SASI I	20.90	21.36	21.83	22.31	22.80	23.30	23.82	24.34	24.87	25.42	25.98	26.55
	Instructional Aide II	17.56	17.95	18.34	18.74	19.16	19.58	20.01	20.45	20.90	21.36	21.83	22.31
	Instructional Aide	16.72	17.09	17.46	17.85	18.24	18.64	19.05	19.47	19.90	20.34	20.78	21.24
	Library Clerk	16.72	17.09	17.46	17.85	18.24	18.64	19.05	19.47	19.90	20.34	20.78	21.24
	Supervision Aide	16.72	17.09	17.46	17.85	18.24	18.64	19.05	19.47	19.90	20.34	20.78	21.24
4	Technology Support	24.16	24.69	25.23	25.79	26.36	26.94	27.53	28.14	28.75	29.39	30.03	30.69
	M & O Coordinator	22.99	23.68	24.39	25.12	25.88	26.65	27.45	28.27	29.12	30.00	30.90	31.82
	Grounds Worker	19.91	20.35	20.80	21.25	21.72	22.20	22.69	23.19	23.70	24.22	24.75	25.29
	Maintenance II	20.33	20.78	21.23	21.70	22.18	22.67	23.17	23.68	24.20	24.73	25.27	25.83
	Maintenance I	19.28	19.70	20.14	20.58	21.03	21.50	21.97	22.45	22.95	23.45	23.97	24.49
	Lead Custodian	17.59	18.12	18.66	19.22	19.80	20.39	21.00	21.63	22.28	22.95	23.64	24.35
	Utility Worker/Custodian	16.72	17.09	17.46	17.85	18.24	18.64	19.05	19.47	19.90	20.34	20.78	21.24
5	Bus Mechanic	23.43	23.95	24.47	25.01	25.56	26.12	26.70	27.29	27.89	28.50	29.13	29.77
	Transportation Coordinator	22.99	23.68	24.39	25.12	25.88	26.65	27.45	28.27	29.12	30.00	30.90	31.82
	Bus Driver/Lead Utility	20.59	21.21	21.84	22.50	23.17	23.87	24.59	25.32	26.08	26.87	27.67	28.50
	Bus Driver/Utility	20.33	20.78	21.23	21.70	22.18	22.67	23.17	23.68	24.20	24.73	25.27	25.83
	Bus Driver	20.33	20.78	21.23	21.70	22.18	22.67	23.17	23.68	24.20	24.73	25.27	25.83

**Step Increase**

Lead positions: 1.03

All others: 1.022

Salary schedule placement is based on experience and determined by the District Superintendent.

<u>Class</u>	<u>Title</u>	<u>Split shift</u>	<u>Shift differential</u>	<u>Longevity</u>
1	Clerical	5%	6%	15 years 2%
2	Food Service			20 years 4% Total of 6%
3	Instructional Assistants/Aides			25 years 6% Total of 12%
4	Maintenance & Operations			
5	Transportation			

4.5% Increase Retro to 7/1/2023 on Base Pay

**TENTATIVE AGREEMENT**

**BETWEEN THE**

**LAKESIDE UNION SCHOOL DISTRICT**

**AND THE**

**LAKESIDE/SUBURU TEACHERS**  
**ASSOCIATION, CTA/NEA**

**JULY 1, 2023 – JUNE 30, 2026**

**(March 14, 2024)**



This Agreement ("Agreement") is entered into by and between the Lakeside Union School District ("District") and the Lakeside/Suburu Teachers Association/CTA/NEA ("Association") and is dated March 14, 2024 for purposes of reference only. As a result of negotiations, the District and the Association have agreed to a Tentative Agreement as set forth below.

## ARTICLE I INTRODUCTION

### (Status Quo)

## ARTICLE II SALARY

A. The ~~2022-2023~~ **2023-2024** Certificated Salary Schedules are attached as Appendices A through E and shall remain in effect for the **2023-2024** ~~2022-2023~~ school year. The Parties agreed to an **four and one-half percent (4.5%)** ~~eight percent (8.0%)~~ on schedule increase. ~~and a one-time one and one-half percent (1.5%) off-schedule base salary bonus based on the 2022-2023 Certified Salary Schedule.~~

### **The District proposes adding a Step 18 to Column VII on Appendices A and B.**

1. Notice of intent to qualify for column movement shall be filed with the District by May 15 of each year. All work must be completed and verified by the following October 1.
  2. Except for pass-fail courses, courses shall not be eligible for salary credit unless earned with a grade of "C" or higher.
  3. Each bargaining unit member shall be responsible for:
    - a. Obtaining prior approval of course work from the District.
    - b. Verifying completion of all course work by submitting transcripts or grade reports.
    - c. Filing a request for change in salary classification by September 1.
  4. Step and column advancement are additional financial liabilities to the District budget and shall be acknowledged as a part of any salary adjustment.
- B. Time spent in unpaid leave status shall not count toward advancement on the salary schedule.

## Stipends

C. Stipends will be provided to eligible employees with full State certifications who provide the following services to the District. The stipends will be properly prorated for part-time employees. The Master's Degree stipend will be provided to employees with Master's Degrees from accredited colleges and universities in disciplines that are applicable to the District's educational programs.

<b>Education Specialist Instruction Credential</b>	<b>Special Education</b>
<del>Teacher:</del> \$2,000	
Master's Degree:	\$1,500

D. For the term of this Agreement, the District shall compensate bargaining unit members the following annual stipends for the extra-duty positions listed below:

## Positions

ASB Advisor	\$1,500
Athletic Director	\$4,500 (Lakeside)
AVID Coordinator	\$2,000
Battle of the Books Coordinator	\$1,200 (at each school site)
Teacher Induction Program	\$1,750 (per teacher/limit 2 unless mutually agreed)
Camp KEEP (4 teachers)	\$1,250
Coach	\$1,500 per season/sport
Combo Teacher (Grades 1-5)	\$2,500
Mentor Teacher	\$1,500 (per intern/prorated for partial assignment)
After School Intervention Program	Extra duty rate of pay
Leadership Committee Member	\$1,200 (non-contract hours)
Lunch Time Games/Intramurals	\$1,500 per year (position responsibilities to be established by the District)
Music Director	\$4,500
Oral Language Coordinator	\$1,250 at each school site
PBIS Team Members	\$1,200
Science Fair Coordinators	\$1,250 at each school site
Spelling Bee Coordinator	\$1,250
SST Coordinator	\$3,000
Tobacco Use Prevention Coordinator	\$800

## **Extra Duty Pay**

Salary Schedule A: Step 1, Column VII	(\$47.19)
Salary Schedule B: Step 1, Column VII	(\$47.73)
Salary Schedule C: Step 1, Column I	(\$61.01)

Salary Schedule D: Step 1, Column I (\$60.89)  
Salary Schedule E: Step 1 (\$51.80)

**The District will schedule IEP, SST and 504 meetings to start no earlier than 8:00 AM for middle school and no later 2:45 PM for all grade levels. General Education classroom teachers attending an IEP, SST or 504 meeting that extends thirty (30) minutes beyond their workday will be compensated at the extra duty rate in 15 minute increments.**

**[Note: In exchange for the Association's agreement to this language, the District will reduce the faculty meeting to one (1) that may extend beyond the normal workday as provided under Article V.A.]**

**GUIDING Coalition: to be addressed later in an MOU.**

Extra duty will be paid only for work performed by bargaining unit members outside of their contractual workday and approved or directed by the District in advance of the assignment.

All certificated stipends will be negotiated and included in this Agreement prior to posting and paying certificated employees.

Extra duty and summer school positions will be limited to two-year terms for incumbents. At the completion of a two-year term, incumbents may reapply for their current extra duty or summer school position but newly qualified/credentialed applicants will have the first right of refusal to the extra duty or summer school positions over incumbents. Prior and recent experience will be considered in selection of applicants.

Summer school positions will be posted. Current District teachers will have priority over non-unit members for summer school positions. Seniority will be granted for summer school positions by Primary (K-3), Intermediate (4-6), and Middle School (7-8). In addition to District seniority, the selection criteria will include appropriate credential and recency of teaching experience in the grade level or subject area to be taught in summer school. Summer school teachers will be paid for two and one-half hours of preparation time for the summer school session at the current extra-duty rate of pay.

#### Mileage

E. Certificated employees who are required to travel between the schools or to other approved locations to complete their assigned duties (e.g. home visits), must request to use a District vehicle through the Superintendent prior to using his/her own vehicle. If the District vehicle is not available, the unit member will be reimbursed at the Board approved mileage rate for all properly documented mileage.

Career Longevity Pay      **[Status Quo]**

F. To be eligible for longevity, unit members must be on the last column of the applicable salary schedule. Bargaining unit members will receive additional compensation in recognition of career longevity with the District as follows:

- \$2,750 annually beginning with the twenty-first (21<sup>st</sup>) year of service to the District;
- An additional \$2,750 annually beginning with the twenty-sixth (26<sup>th</sup>) year of service to the District for a total of \$5,550; and,
- An additional \$2,750 annually beginning with the thirty-first (31<sup>st</sup>) year of service to the District for a total of \$8,250.

All Career Longevity Pay is to be paid annually in equal payments over the course of the work year. The amounts above reflect the total annual amount to be paid to bargaining unit members for Career Longevity pay.

### **ARTICLE III HEALTH AND WELFARE BENEFITS**

A. The District “cap” on health and welfare premiums of ~~\$19,104.36~~ ~~18,037.56~~ will be the maximum District contribution for the ~~2022-2023~~ **2023-2024** benefit plan year.

**[Note: The District’s increase to the cap is part of bargaining unit member total compensation. For the 2023-24 benefit plan year, the increase per unit member is \$1,066.80.]**

1. The medical insurance plans offered shall be the SISC Prudent Buyer PBC-100D (\$20) co-pay plan with a \$9-\$35 prescription benefit, SISC Prudent Buyer PBC-90C with a \$7-\$25 prescription, and SISC Prudent Buyer PBC-80E with a \$9-\$35 prescription benefit. Any premiums in excess of the District “cap” delineated in paragraph A above shall be the responsibility of the individual insured employee.

2. The SISC Delta Dental program shall be provided to unit members and eligible dependents. The Delta Dental Preferred Option and Anthem Dental (DHN 4000; Ortho 2000) will be made available to unit members.

3. The SISC VSP Vision program Plan C, \$10 deductible, shall be provided to unit members and eligible dependents.

4. The District **provides \$65,000 in Basic Life Insurance through Anthem Blue Cross** ~~shall contribute \$6.18 per month for a term life insurance plan provided by Mutual of Omaha.~~

B. No in-lieu payments or contributions to programs other than those which the Employer provides above shall be paid by the Employer for any bargaining unit members who elect not to subscribe to the benefits provided by this Article.

C. The Association recognizes that health and welfare premiums are an integral part of any salary package agreed to by the parties. The District's monthly premium contribution for the Health and Welfare benefit plan specified in this Article shall continue in effect, unchanged, unless modified in the negotiation of a successor Agreement. The health and welfare plan will be modified only through mutual agreement of the parties.

D. The District agrees to provide medical/hospitalization insurance (SISC - Blue Cross) for any unit member, employed by the District on or before June 30, 2009, who retires from the District under the provisions of the California State Teachers' Retirement System provided the unit member has attained age 55, but is not older than 65, and has completed 15 years of full-time service (ten or more months of service per school year) to the District. The Plan shall be the same as that provided for current active employees.

The District agrees to continue the benefit until the retiree attains age 65 and/or becomes eligible for Medicare. The program shall terminate should the retiree return to regular school employment or upon the retiree's qualification for Medi-Cal or other medical reimbursement plan. The plan shall be the same as that provided for current active employees.

#### **ARTICLE IV CLASS SIZE**

It is the District's intent to maintain a ratio of students to teachers that is supported by state funding or mandated by regulations or statutes.

1. At each school site, the administrator shall attempt to establish an equitable distribution of students based upon each grade level or subject area. Any material deviation shall be subject to consultation between the administrator and teacher of the affected grade level or subject area.
2. Effective with the 2022-23 school year, TK class size will be a maximum student-adult ratio of 12:1 and a maximum classroom enrollment of 24 students.
3. The K-3 school site average class enrollment shall be Grade Span Adjustment ("GSA," currently 24 students) plus two students per classroom teacher, excluding physical education, music, special education, and resource education teachers. These K-3 school site average class enrollment goals apply to Suburu School and Lakeside School. The K-3 school site average class enrollment goals set forth above will remain as long as GSA funding is available.
4. K-3 teachers who have students over 27 shall be compensated \$5 per day per student over 27.



5. Compensation for K-3 teachers will begin after **the first thirty days of instruction when** ~~twelve consecutive days of~~ class size ~~in excess of~~ **exceeds** 27.

6. Teachers are required to submit a timecard on a monthly basis for overage pay.

7. The Association will cooperate with the District in adjusting the K-3 averages in order to remain qualified to receive Grade Span Adjustment funding as required by the Local Control Funding Formula.

## **ARTICLE V HOURS**

A. Bargaining unit members shall be on duty and shall perform assigned tasks as directed by the District. The length of the bargaining unit member's normal workday, including preparation time, lunch and relief periods shall be seven and one half (7 1/2) hours.

~~Teachers of Grades 6-8 will be allowed to report to work thirty minutes prior to Student Instruction Time on Fridays unless the employee's attendance is required for a professional duty. Teachers of Grades K-5 will be allowed to leave work thirty minutes after student dismissal on Fridays unless the employee's attendance is required for a professional duty.~~

Bargaining unit members may be required to attend up to ~~two~~ **one (1)** faculty meetings per month which may extend one hour beyond the normal workday.

B. The District shall be entitled to require a bargaining unit member to engage in extra, co-curricular, and adjunct duties beyond the regular workday for which the teachers shall receive no additional compensation, which shall be distributed on an equitable basis.

1. Such duties shall include but not limited to, faculty meetings, parent conferences, parent grade meetings, Christmas Programs, bus duty, sidewalk, cafeteria and playground duty. Attendance at special meetings shall be limited to: Carnival programs, Christmas Programs, Back-to-School, Open House, barbecue and graduation.

2. Teachers are encouraged to be represented and to participate in parent organization meetings and activities.

**3. Bargaining unit employees are required to attend Open House, Back-to-School Night and five (5) hours participation in additional events.**

**4. Stipend positions do not qualify as adjunct duties or additional events.**

C. All teachers shall be regularly assigned a duty-free uninterrupted lunch period which shall not be less than 30 minutes.

Work Year

D. The work year shall be 183 workdays for returning bargaining unit members and 185 workdays for unit members in their first year of service. Each full-time unit member shall provide 180 days of student instruction. The workdays beyond the 180 days of instruction requirement of Education Code Section 46200 shall be assigned by the Superintendent.

~~Effective with the 2012-2013 school year, the school calendar will provide for a two day earlier start. This will be on a trial basis and may be continued by mutual agreement of the parties.~~ Of the days that are scheduled prior to the first day of student attendance, one will be reserved for teacher room preparation. The Lakeside Teachers Association will be permitted to hold a teacher-only meeting for at least one hour. One mandatory Staff Development Day will be scheduled during the first semester. Absent teachers will be allowed to makeup the Staff Development Day by completing activities with prior District approval.

E. Employees shall provide the students with the following minimum amounts of instruction for the respective grade levels which will meet or exceed the requirements of Education Code Section 46201.

<u>Grade</u>	<u>Minutes/Day</u>
K	240
1-3	275
4-8	315

F. Minimum school day schedules shall be implemented on the day before Thanksgiving vacation, Christmas vacation and Easter vacation. The last day of school for students shall be a noon dismissal day. Students in grades TK-6 will be dismissed at 1:00 pm and students in 7-8 will be dismissed at 2:00 pm. Bargaining unit members may leave 15 minutes after the students' dismissal on each of the three (3) aforementioned days. On the last day of school, early departure is only allowed if the "check-out" procedures have been completed. Minimum days that are scheduled for professional development the student dismissal times will be the same as above; however, the teachers will stay through their contractual time.

G. Parent conferences shall be held on a minimum day schedule for five days in the fall semester and for two days in the spring semester.

H. Unless the District assigns work to unit members during unassigned time, the unassigned time shall be used as preparation time. Unit members are not compensated for work assignments during unassigned time.

I. Unit members may leave work immediately after the dismissal of their classes for any required evening meeting except Back-to-School Night and Open House. Minimum days for students will be scheduled for Back-to-School Night and Open House.

J. School delays due to fog or other inclement weather conditions shall provide that unit members shall arrive at the work site at the normal reporting time unless travel is unsafe for the unit member. In any event, the unit member must arrive at least 15 minutes prior to the delayed arrival time for students.

K. Preparation Time

1. Preparation time for teachers of grades TK-8 to prepare lesson plans, tests, grades, and to perform other professional duties will be made available on a weekly basis as follows:

Grades TK-5 180 minutes per week minimum

Grades 6-8 180 minutes per week minimum

2. Teachers of grades 6-8 shall have one period per day designated as a preparation period. A teacher required to teach during a designated preparation period will be compensated at the extra duty hourly rate of pay per period.

3. TK-5 teachers who are assigned duties by the District and as a result do not receive 180 preparation minutes for the week will be compensated at the extra duty hourly rate of pay for lost preparation time.

4. The number of minutes per week shall be prorated by the number of student attendance days in that week and/or shortened days.

**5. A teacher who is assigned to teach a class in lieu of their preparation period for the duration of the school year will be compensated at their hourly rate for the time worked on the additional assignment.**

## ARTICLE VI LEAVES OF ABSENCE

### Sick Leave

A. Every full-time regular employee shall be entitled to ten days of sick leave for each year of employment.



1. An employee may use accumulated sick leave at any time during the school year for accident, illness, or quarantine for his/her family members.
  - a. Unused sick leave shall accrue from school year to school year.
  - b. The District shall provide each employee with a written statement of accumulated and credited sick leave for the current school year.
2. Sick leave shall be taken in units of one-half day for any absence from assigned duties **where a substitute is needed**. Employees shall normally contact the Principal or designee prior to 6 a.m. on the date of absence.
3. The employee must notify the Principal or designee of his/her intention to return or not return by 2 p.m. on each day of absence.
4. Female employees shall be entitled to utilize sick leave for the period of time required to be absent due to pregnancy or childbirth.
  - a. The period of leave, including the date upon which the leave shall begin, shall be determined by the employee and her doctor, based solely on the employee's physical ability to render service to the District.
  - b. A statement from the employee's doctor as to the beginning date of the leave shall be filed with the Superintendent.
  - c. The date of the employee's return to service shall be based upon her doctor's analysis and written verification of the bargaining unit member's physical ability to render unrestricted service to the District.
5. Extended Sick Leave. Pursuant to Education Code Section 44977, when an employee has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from duty for an additional period of five school months, the amount deducted from the employee's salary for any of the additional five months in which the absence occurs shall not exceed the sum that is actually paid a substitute employee or the amount that would have been paid to the substitute had one been employed.
  - a. If the school year ends before the five-month period is exhausted, the balance of the five-month period is carried over to the following school year.
  - b. As provided by Education Code 44978.1, when a teacher exhausts the extended sick leave period, the teacher shall be placed on a re-employment list for a period of 24 months if the teacher is on probationary status, or for a period of 39 months if the teacher is on permanent status.

c. The teacher's return to work shall be as provided by Education Code Section 44978.1.

d. The District may require acceptable verification by a licensed physician's or practitioner's statement.

B. Personal Necessity Leave: Up to 10 days of paid sick leave earned by the employee in a school year upon prior approval, charged to the current year's accrual of sick leave (Education Code Section 44981). A request for prior approval shall be made at least three days in advance of the leave except in an emergency situation. An employee may request to use all 10 days without specifying the nature of the personal necessity. In no case can personal necessity leave be used to extend school holidays, or vacation periods or for vacation, recreation, personal gain, or for withholding services from the District. Once an employee has taken 10 days of personal necessity leave, any additional days taken without verification of illness will be deducted from the employee's pay at their individual daily rate. **[Status Quo]**

#### Bereavement Leave

C. Every employee shall be entitled to ~~three~~ **five (5)** days of paid noncumulative leave of absence, ~~or five days if travel in excess of 350 miles one way is involved,~~ because of the **documented** death of any member of the employee's immediate family.

1. The District shall require the use of bereavement leave before personal necessity leave days are used for purposes allowed in this paragraph.

2. This leave shall not be deducted from sick leave.

3. **Documentation: The employee, if requested by the District, within 30 days of the first day of the leave, shall provide documentation of the death of the family member. For bereavement leave "documentation" includes, but is not limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency. In the absence of available documentation, an employee may sign a written verification attesting to the death of an immediate family member and eligibility for bereavement leave.**

#### Industrial Accident and Illness Leave

D. An employee shall be entitled to industrial accident or illness leave for any job-related accident or illness in the amount of up to 60 days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year for the same accident. Such leave shall not be cumulative.

1. Such benefits shall be in addition to other sick leave benefits provided by the District.
2. When entitlement to this leave has been exhausted, other sick leave shall be utilized.
3. Employees shall report all job-related injuries and illnesses to the District within 24 hours of the occurrence whenever possible, regardless of whether or not medical attention is required or whether or not time is lost from work.

In the event the employee's injury or illness prevents the filing of the report within the time limit, the report shall be filed as soon as possible.

4. When a person employed in a position requiring certification qualifications is absent from duty because of an industrial accident or illness, the employee shall be paid such portion of the salary due the employee for any month in which the absence occurs as, when added to temporary disability indemnity, will result in a payment of not more than the employee's full salary.
5. For each day that the employee is absent and receiving Worker's Compensation payments, the District shall charge the employee's available leave only for that portion of a day represented by the difference between the full day's pay and the amount of daily pay represented by the Worker's Compensation payment endorsed to the District.
6. When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave for the same illness or injury.
7. During any paid leave of absence, the employee shall endorse to the District the temporary disability indemnity checks received on account of the industrial accident or illness. The District, in turn, shall issue the employee's appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement and other authorized contributions.

#### Jury Leave

- E. Each employee shall be entitled to paid leave for as many days of jury duty as are required of the employee by the court. The employee shall sign over or pay to the District any fees paid for jury duty less any allowance for transportation, parking, and meals.

### General Leave

F. An employee may apply for a leave of absence on an unpaid basis. The District may, at its discretion, grant an unpaid leave to an employee. The length of the leave, including its beginning and ending date, shall be specified by the District.

### Verification of Ability to Return to Work

G. An employee who is absent at any time for surgery shall be required to furnish a physician's verification of the employee's ability to return to work and render service to the Employer.

### Provision of Fringe Benefits

H. Employees on paid leaves of absence shall have health and welfare benefits as described in Article IV throughout the duration of the leave of absence. Employees on unpaid leaves of absence may, as long as the practice is allowed by the insurance company, continue their health and welfare program by paying to the District the amount of money equal to the premiums for the various fringe benefits.

### Transfer of Accumulated Sick Leave

I. Certificated employees who have accumulated illness and accident leave with school districts or county superintendents in California may transfer the unused portion of such leave to the new district of employment. The responsibility for initiating the request for transfer rests with the employee.

### Verification of Use of Leave

J. The District may require verification for the use of any leave.

### Child Bonding Leave

K. Leave will be provided to the extent required by Education Code Section 49977.5.

## **ARTICLE VII CERTIFICATED EMPLOYEE EVALUATION PROCEDURES**

**(Status Quo)**

## **ARTICLE VIII VACANCIES, REASSIGNMENT, AND TRANSFERS**

**A – E: No Changes.**

F. A unit member may request a transfer or reassignment to take effect ~~either during the school year or~~ at the beginning of the next school year. The request shall be made on a form supplied by the District for this purpose and filed with the District Office.

**G – M: No Changes.**

#### TRANSFERS

N. A transfer is defined as an action taken by the District to move a unit member from one school to another school. **A unit member may request a transfer only once every two (2) years provided that the request is granted by the District.**

**O – U: No Changes.**

### **ARTICLE IX GRIEVANCE PROCEDURE**

**(Status Quo)**

### **ARTICLE X FILES AND COMPLAINTS**

**(Status Quo)**

### **ARTICLE XI SAFETY CONDITIONS**

**(Status Quo)**

### **ARTICLE XII ASSOCIATION RIGHTS**

**(Status Quo)**

### **ARTICLE XIII DISTRICT RIGHTS**

**(Status Quo)**

**ARTICLE XIV  
MISCELLANEOUS**

**(Status Quo)**

**ARTICLE XV  
DURATION**

This Agreement shall be in full force and effect from July 1, ~~2023~~ ~~2020~~, through June 30, ~~2026~~ ~~2023~~. This Agreement shall remain effective during extended negotiations. For the ~~2021-2022~~ ~~2024-2025~~ school year, the Parties are not limited to the number of articles that may be reopened. For ~~2022-2023~~ ~~2025-2026~~ school year, the parties agree to reopen negotiations on Article II, Salary, Article III, Health and Welfare Benefits, and up to two additional articles for each party.

**ARTICLE XVI  
PROFESSIONAL DEVELOPMENT**

**(Status Quo)**

**ARTICLE XVII  
DUES DEDUCTION**

**(Status Quo)**

**ARTICLE XVIII  
JOB SHARING**

**(Status Quo)**

## **OTHER MATTERS**

1. The Parties agree to cooperate in preparing a final agreement that will contain the agreements set forth in this Tentative Agreement. The Parties acknowledge and agree that there may be certain language clean-up of a non-substantive nature that will be corrected in the final agreement. The Parties must mutually agree to any clean-up requests or the change will not be made.

2. All other terms and conditions of the 2020-2023 Collective Bargaining Agreement shall remain unchanged.

3. Scope of Retroactivity:

- a. The four and one-half percent (4.5%) on-schedule increase is retroactive to July 1, 2023;
- b. Stipend increases will be retroactive to July 1, 2023;
- c. The increase to the Extra Duty Hourly Rate is retroactive to March 1, 2024; and,
- d. The retroactive increases are available only to those unit members employed by the District on the date of ratification of this Tentative Agreement

4. This Tentative Agreement is entered into pursuant to the provisions of Sections 3540-3549 of the California Government Code.

**This Tentative Agreement is subject to ratification by the Lakeside/Suburu Teachers Association membership and approval by the Lakeside Union School District Board of Trustees.**

## **RECOMMENDED FOR RATIFICATION**

LAKESIDE UNION SCHOOL DISTRICT

LAKESIDE/SUBURU  
TEACHERS ASSOCIATION

March \_\_, 2024

March \_\_, 2024

\_\_\_\_\_  
Joaquin Elcano  
Director of Student Support Services

\_\_\_\_\_  
Joseph Andreotti  
President



Lakeside Union School District  
 Certificated Salary Schedule - A  
 183 Work Days/7.5 Hours Per Day  
 2023-2024

Salary Schedule Effective 7/1/2023

Appendix "A "

Board Approved **TBD**

	22-23	23-24	22-23	23-24	22-23	23-24	22-23	23-24	22-23	23-24	22-23	23-24	22-23	23-24	22-23	23-24
	ANNUAL	ANNUAL		ANNUAL		ANNUAL		ANNUAL		ANNUAL		ANNUAL		ANNUAL		ANNUAL
	4.5%		4.5%		4.5%		4.5%		4.5%		4.5%		4.5%		4.5%	
	I	I	I	I	II	II	III	III	IV	IV	V	V	VI	VI	VII	VII
	NC	NC	BA/BS	BA/BS	12	12	24	24	36	36	48	48	60	60	72	72
1	52336	54691	52336	54691	52336	54691	53274	55671	54208	56647	56799	59355	59391	62064	61986	64775
2					54190	56629	55124	57605	56058	58581	58650	61289	61240	63996	63833	66705
3					56040	58562	56978	59542	57912	60518	59200	61864	63089	65928	65683	68639
4					57888	60493	58824	61471	59763	62452	62351	65157	64939	67861	67530	70569
5							60677	63407	61616	64389	64206	67095	66790	69796	69381	72503
6							62527	65341	63462	66318	66053	69025	68638	71727	71229	74434
7							64374	67271	65314	68253	67992	71052	70486	73658	73076	76364
8									67166	70188	69754	72893	72336	75591	74533	77887
9									69017	72123	71605	74827	74185	77523	76775	80230
10									70867	74056	73456	76762	76035	79457	78625	82163
11									72722	75994	75307	78696	77882	81387	80472	84093
12									74575	77931	77157	80629	79739	83327	82323	86028
13									76426	79865	79006	82561	81410	85073	84369	88166
14											80855	84493	83435	87190	86022	89893
15											82703	86425	85287	89125	87871	91825
16											84555	88360	87142	91063	89721	93758
17															91517	95635
18																97478

**Master's Degree – Add \$1500**

- Employees new to the district will be given up to ten (10) years credit for previous experience plus units earned beyond BA/BS.
- Units must be approved by the superintendent before May 15th and prior to enrolling in the class and must relate to the teaching assignment or represent work toward a new credential.
- Semester units earned during the summer may be counted toward a salary increment on the new contract provided they are completed and turned in by October 1 of that school year.
- Junior college units to the limit of four (4) units of any twelve (12) unit step may be approved for salary increments if the units are taken within an applicable subject field.
- Units must be taken from an accredited college or university.
- No more than 12 semester units will be accepted in a contract period. A grade card or transcript must be turned in for recording purposes.
- To be eligible for longevity, unit members must be on the last column of the applicable salary schedule. Bargaining unit members will receive additional compensation in recognition of career longevity with the District as follows:
  - \*\$2,750 annually beginning with twenty-first (21st) year of service to the District;
  - \*An additional \$2,750 annually beginning with the twenty-sixth (26th) year of service to the District for a total of \$5,550; and
  - \*An additional \$2,750 annually beginning with the thirty-first (31st) year of service to the District for a total of \$8,250.
 All Career Longevity Pay is to be paid annually in equal payments over the course of the work year. The amounts above reflect the total amount to be paid to bargaining unit members for Career Longevity pay.

Note: 4.5% Increase Retroactive to July 1, 2023

\*NC = Non Credentialed



Lakeside Union School District  
 Certificated Salary Schedule - B  
 190 Work Days/8 Hours Per Day  
 2023-2024

Salary Schedule Effective 7/1/2023

Appendix "B"

Board Approved **TBD**

	22-23	23-24	22-23	23-24	22-23	23-24	22-23	23-24	22-23	23-24	22-23	23-24	22-23	23-24	22-23	23-24
	ANNUAL	ANNUAL		ANNUAL		ANNUAL		ANNUAL		ANNUAL		ANNUAL		ANNUAL		ANNUAL
		4.5%		4.5%		4.5%		4.5%		4.5%		4.5%		4.5%		4.5%
	I	I	I	I	II	II	III	III	IV	IV	V	V	VI	VI	VII	VII
	NC	NC	BA/BS	BA/BS	12	12	24	24	36	36	48	48	60	60	72	72
1	58616	61254	58616	61254	58616	61254	59667	62352	60713	63445	63615	66478	66519	69512	69423	72547
2					60693	63424	61739	64517	62786	65611	65689	68645	68589	71676	71494	74711
3					62766	65590	63816	66688	64863	67782	66304	69288	70661	73841	73565	76875
4					64835	67753	65883	68848	66934	69946	69333	72453	72732	76005	75633	79036
5							67958	71016	69010	72115	71911	75147	74805	78171	77707	81204
6							70029	73180	71077	74275	73979	77308	76875	80334	79776	83366
7							72099	75343	73152	76444	76153	79580	78944	82496	81845	85528
8									75227	78612	78125	81641	81017	84663	83478	87235
9									77299	80777	80198	83807	83087	86826	85987	89856
10									79371	82943	82271	85973	85160	88992	88061	92024
11									81450	85115	84344	88139	87228	91153	90128	94184
12									83524	87283	86416	90305	89306	93325	92202	96351
13									85596	89448	88488	92470	91179	95282	94492	98744
14											90558	94633	93448	97653	96345	100681
15											92627	96795	95522	99820	98416	102845
16											94702	98964	97600	101992	100488	105010
17															102498	107110
18																109120

**Master's Degree – Add \$1500**

- Employees new to the district will be given up to ten (10) years credit for previous experience plus units earned beyond BA/BS.
- Units must be approved by the superintendent before May 15th and prior to enrolling in the class and must relate to the teaching assignment or represent work toward a new credential.
- Semester units earned during the summer may be counted toward a salary increment on the new contract provided they are completed and turned in by October 1 of that school year.
- Junior college units to the limit of four (4) units of any twelve (12) unit step may be approved for salary increments if the units are taken within an applicable subject field.
- Units must be taken from an accredited college or university.
- No more than 12 semester units will be accepted in a contract period. A grade card or transcript must be turned in for recording purposes.
- To be eligible for longevity, unit members must be on the last column of the applicable salary schedule. Bargaining unit members will receive additional compensation in recognition of career longevity with the District as follows:
  - \*\$2,750 annually beginning with twenty-first (21st) year of service to the District;
  - \*An additional \$2,750 annually beginning with the twenty-sixth (26th) year of service to the District for a total of \$5,550; and
  - \*An additional \$2,750 annually beginning with the thirty-first (31st) year of service to the District for a total of \$8,250.

All Career Longevity Pay is to be paid annually in equal payments over the course of the work year. The amounts above reflect the total amount to be paid to bargaining unit members for Career Longevity pay.

Note: 4.5% Increase Retroactive to July 1, 2023

\*NC = Non Credentialed

**LAKESIDE SCHOOL DISTRICT  
SPEECH PATHOLOGIST SALARY SCHEDULE  
183 Work Days/7.5 Hours Per Day  
2023-2024**

**APPENDIX "C"**

<b>Step</b>	<b>Salary</b>
No Credential	83,739
1	83,739
2	85,642
3	87,546
4	89,448
5	92,235
6	94,203
7	97,062
8	99,915
9	102,772
10	103,684
11	104,595
12	105,506
13	106,422
14	107,333

Master's Degree – Add \$1500

4.5% Increase  
for the 2023-2024 Fiscal Year  
Effective 7/1/2023

Board Approved **TBD**

**LAKESIDE UNION SCHOOL DISTRICT  
PSYCHOLOGIST SALARY SCHEDULE**

**194 Work Days/8 Hours Per Day**

Salary Schedule Effective 7/1/2023

**2023-2024**

Board Approved **TBD**

**Appendix "D"**

Years	Amount
No Credential	94,503
1	94,503
2	96,393
3	98,321
4	100,287
5	102,293
6	104,339
7	106,426
8	108,554
9	110,725
10	112,940

Master's - Add \$1500

4.5% Increase  
for the 2023-2024 Fiscal Year  
Effective 7/1/2023

LAKESIDE SCHOOL DISTRICT  
District Nurse Salary Schedule  
2023-2024  
200 Work Days – 8hr/day

**APPENDIX "E"**

Step 1	\$82,884
Step 2	\$84,128
Step 3	\$85,389
Step 4	\$86,670
Step 5	\$87,970
Step 6	\$89,290
Step 7	\$90,630
Step 8	\$92,442

Board Approved **TBD**  
4.5% Increase for the 2023-2024 School Year  
Salary Schedule Effective 7/1/2023

Classified Confidential/Management Salary Schedule  
2023-2024

Approved: TBD

Job Title	Steps											
	1	2	3	4	5	6	7	8	9	10	11	12
MOT Director	36.12	37.20	38.32	39.47	40.65	41.87	43.13	44.42	45.76	47.13	48.54	50.00
Business Manager	33.84	34.86	35.90	36.98	38.09	39.23	40.41	41.62	42.87	44.15	45.48	46.84
Administrative Assistant	32.55	33.53	34.53	35.57	36.64	37.73	38.87	40.03	41.23	42.47	43.74	45.06
District Clerk	28.31	29.16	30.03	30.94	31.86	32.82	33.80	34.82	35.86	36.94	38.05	39.19
Pool Manager	22.47	23.14	23.84	24.55	25.29	26.05	26.83	27.64	28.46	29.32	30.20	31.10

4.5 % Increase to Salary Retro from 7/1/2023

Salary schedule placement is based on experience and determined by the District Superintendent.

Longevity

15 years 2%

20 years 4% Total of 6%

25 years 6% Total of 12%

**LAKESIDE UNION SCHOOL DISTRICT  
SUPERINTENDENT SALARY SCHEDULE  
BOARD APPROVAL – TBD**

<b>STEP</b>	<b>2023-2024</b>
1	\$175,596.37
2	\$179,165.48
3	\$182,744.77
4	\$186,325.29
5	\$190,051.82
6	\$193,852.84
7	\$197,729.90
8	\$201,685.33
9	\$206,223.26
10	\$210,863.28
11	\$215,607.70
12	\$220,458.87