

LAKESIDE UNION SCHOOL DISTRICT
BOARD OF TRUSTEES
REGULAR MEETING
AGENDA

Lakeside School Auditorium
14535 Old River Road
Bakersfield, CA 93311

August 10, 2021
6:30 P.M.

Any materials required by law to be made available to the public prior to a meeting of the Board of Trustees of the District can be inspected at the following address during normal business hours: Lakeside Union School District Office, 14535 Old River Road, Bakersfield, CA 93311.

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. PRESENTATION ON STATE MANDATED MASKING PROTOCOLS

3. HEARING OF STAFF AND/OR CITIZENS *This agenda item is included to allow members of the public opportunity to ask questions or discuss non-agenda items with the Board. There will be a three-minute time limit per person or twenty minutes total per item. (BB9323)*

4. CONSENT CALENDAR *All the items listed under the Consent Calendar are considered by the Board to be routine and will be enacted by the Board in one action unless members of the board, staff or public request specific items to be discussed and/or removed from the Consent Calendar. It is recommended the following be approved or ratified:*

- A. Approve minutes of Regular Meeting of May 11, 2021.
- B. Approve minutes of Special Meeting of May 27, 2021.
- C. Approve minutes of Regular Meeting of June 8, 2021.
- D. Approve minutes of Special Meeting of June 15, 2021.
- E. Approve minutes of Special Meeting of July 7, 2021.
- F. Approve June End of Month Payroll of \$328,995.48, July Mid Month Payroll of \$121,585.99, July End of Month Payroll of \$134,756.40, and August Mid Month Payroll of \$82,833.16.
- G. Approve Batch #14

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

5. DISCUSSION OR ACTION ITEMS

A. General Control

- (1) Report on Williams Settlement Complaints.
- (2) Discussion and Possible Action on Vaccination Verification Method.

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

- (3) Presentation on Independent Study Program.
- (4) Approval of Board Policy for Independent Study.

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 Agreement #22-0438 – Camp KEEP Agreement

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

- (2) Approval of E-Waste Items: Desktop Computer Towers (Obsolete)-80, Computer Monitors (Broken)-20, Laptops (Obsolete/Non-Working)-1,400.

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

- (3) Approval of Contract #106953 – Utility and Custodial Services for Extended School Year 2021.

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

- (4) Approval of Agreement #22-0245 – AVID Consortium/AVID Coordinator Agreement.

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

- (5) Approval of Agreement #22-0499 – Medi-Cal Administrative Activities Claiming Agreement.

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

- (6) Approval of Certificated Substitute Rate Increase to \$150 for a Full Day and \$225 for Long-Term Substitute.

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

- (7) Discussion and Possible Action for Eric Hall and Associates to Begin Work on the Master Plan for the Lakeside Union School District.

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

C. Personnel

- (1) Approval to Hire Isaac Meza, District Band Teacher.

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

- (2) Approval to Hire Junie Bamford, Teacher at Suburu School.

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

- (3) Approval to Hire Michael Hernandez, Teacher at Suburu School.

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

- (4) Approval to Hire Gina Miller, Mild/Moderate Teacher at Lakeside School.

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

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

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

- (6) Approval to Hire Marmareh Ghalambor, Teacher at Suburu School.

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

- (7) Approval to Hire Lainey Elcano, Library Clerk at Suburu School.

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

- (8) Approval to Hire Crystal Hernandez, Instructional Aide at Suburu School.

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

- (9) Approval to Hire Noemy Mendez, Instructional Aide at Suburu School.

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

- (10) Approval to Hire Jessica Castellon, Library Clerk at Lakeside School.

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

- (11) Approval to Hire Angela Andreotti-Denis, Mild/Moderate Teacher at Suburu School.

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

6. REPORTS AND CORRESPONDENCE

- A. CSEA
- B. CTA
- C. Department Back to School Updates.
- 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

7. ADVANCE PLANNING

- A. Future Meeting Dates

- (1) Regular Board Meeting – September 14, 2021 at 6:30 p.m. in the Lakeside School Library.

8. 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.

APV250 L.00.06

KERN COUNTY SUPERINTENDENT OF SCHOOLS
COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 06/03/2021

06/03/21 PAGE 1

DISTRICT: 040 LAKE SIDE UNION SCHOOL DISTRICT
BATCH: 0014 PAYMENTS
FUND : 01 GENERAL FUND

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE LN	FD-RESC-Y-OBJT. SO-GOAL-FUNC-STE-T2-TY3-TYP4	DEPOSIT TYPE ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT
44744843	000473/	A-1 BATTERY CO.				
		PV-210329	01-0000-0-4300.00-1110-1000-000-000-0000		MAINT	192.74
					WARRANT TOTAL	\$192.74
90079457	000606/	ABATE-A-WEED				
		PV-210331	01-0000-0-4300.00-0000-8100-000-000-0000	99 EFT	MAINT FOR GROUNDS	64.63
					WARRANT TOTAL	\$64.63
44744844	002365/	ADVANCED DATA STORAGE				
		PV-210333	01-0000-0-5800.00-0000-2700-002-00-000-0000		SHRED CONSOLE	28.75
					WARRANT TOTAL	\$28.75
44744845	002358/	ADVANCED THERAPY				
		PV-210332	01-6500-0-5800.00-5770-1190-000-000-0000			430355
					WARRANT TOTAL	127.50
						\$127.50
44744846	002445/	AMPLIFY				
		PV-210379	01-0000-0-4300.00-1110-1000-000-000-0000		SUPPLIES	875.00
					WARRANT TOTAL	\$875.00
44744847	000340/	AT&T				
		PV-210330	01-0000-0-5900.00-0000-7200-000-000-0000		FAX LINES & EMER. PHONES	671.06
					WARRANT TOTAL	\$671.06
44744848	001213/	CRAIG BAILEY				
		PV-210347	01-0000-0-4300.00-0000-2700-001-00-000-0000		REIMB	88.74
					WARRANT TOTAL	\$88.74
44744849	002446/	BLANCA RODRIGUEZ				
		PV-210380	01-7311-0-5800.00-0000-7200-000-000-0000		REIMB SERV SAFE CERT	15.00
					WARRANT TOTAL	\$15.00
44744850	000132/	CALIFORNIA WATER SERVICE				
		PV-210342	01-8150-0-5500.00-0000-8100-002-00-000-0000		WATER	1,246.23
					WARRANT TOTAL	\$1,246.23
44744851	001104/	CARDMEMBER SERVICE				
		PV-210328	01-7420-0-5800.00-0000-7200-000-000-0000		ONLINE DOCS. \$ SCHEDULES	714.86

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KERN COUNTY SUPERINTENDENT OF SCHOOLS

06/03/21 PAGE 2

DISTRICT: 040 LAKESIDE UNION SCHOOL DISTRICT

BATCH: 0014 PAYMENTS

FUND : 01 GENERAL FUND

COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 06/03/2021

WARRANT	VENDOR/ADDR	NAME (REMIT)	REQ#	IN	FD-RESC-Y-OBJT	SO-GOAL-FUNC-STE-T2-TY3-TYP4	ABA NUM	DESCRIPTION	ACCOUNT NUM	AMOUNT
DEPOSIT TYPE										
44744852	000381/	CHAMPION HARDWARE								
	PV-210343				01-8150-0-5800.00-0000-8100-002-00-000-0000			MAINT SUPPLIES		232.43
								WARRANT TOTAL		\$232.43
44744853	000385/	CITY OF BAKERSFIELD								
	PV-210339				01-8150-0-5500.00-0000-8100-002-00-000-0000			17928/70327 TRASH		1,118.34
	PV-210341				01-8150-0-5500.00-0000-8100-002-00-000-0000			15045-260538		1,749.71
								WARRANT TOTAL		\$2,868.05
44744854	002426/	COMMUNICATIONS SOLUTIONS								
	PV-210340				01-6500-0-5800.00-5001-1110-000-00-000-0000			291		475.00
								WARRANT TOTAL		\$475.00
44744855	002447/	COMPREHENSIVE DRUG TESTING								
	PV-210381				01-0000-0-5800.00-0000-3600-000-00-000-0000			DOT DRUG SCREENING		153.00
								WARRANT TOTAL		\$153.00
90079458	001178/	INC EWING IRRIGATION PRODUCTS								
	PV-210344				01-8150-0-4300.00-0000-8100-001-00-000-0000			MAINT SUPPLIES		49.99
								WARRANT TOTAL		\$49.99
44744856	001302/	FEDDEX								
	PV-210345				01-0000-0-5800.00-0000-7200-000-00-000-0000			POSTAGE		110.85
								WARRANT TOTAL		\$110.85
44744857	001026/	FERGUSON ENTERPRISES								
	PV-210346				01-8150-0-4300.00-0000-8100-001-00-000-0000			MAINT SUPPLIES		169.92

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KERN COUNTY SUPERINTENDENT OF SCHOOLS

06/03/21 PAGE 3

DISTRICT: 040 LAKE SIDE UNION SCHOOL DISTRICT

COMMERCIAL WARRANT REGISTER

FOR WARRANTS DATED 06/03/2021

BATCH: 0014 PAYMENTS
FUND : 01 GENERAL FUNDWARRANT VENDOR/ADDR NAME (REMIT)
REQ# REFERENCE LN

FD-RESC-Y-OBJT. SO-GOAL-FUNC-STE-T2-TY3-TYP4

ABA NUM ACCOUNT NUM

DESCRIPTION

AMOUNT

WARRANT TOTAL

\$169.92

44744858 002440/ FRANCISCO ZAMORA

PV-210337 01-0000-0-5200.00-1110-1000-001-00-000-0000

WARRANT TOTAL

MILEAGE

72.80
\$72.80

44744859 002448/ GETTYSBURG FLAG WORKS

PV-210382 01-0000-0-4300.00-1110-1000-000-00-000-0000

WARRANT TOTAL

SUPPLIES ORDER

264.17
\$264.17

44744860 001073/ GOLDEN EMPIRE TOWING

PV-210350 01-0000-0-5600.00-0000-3600-000-00-000-0000

WARRANT TOTAL

468679

287.50
\$287.50

44744861 001038/ GORDON SERVICES

PV-210348 01-3220-0-5800.00-0000-2700-000-00-000-0000

WARRANT TOTAL

5131 & 5108

4,336.28
\$4,336.28

44744862 000091/ W W GRAINGER INC

PV-210349 01-0000-0-4300.00-1110-1000-001-00-000-0000

WARRANT TOTAL

MAINT SUPPLIES

72.80
\$72.80

44744863 000320/ HOME DEPOT CREDIT SERVICES

PV-210351 01-3220-0-4300.00-0000-8100-000-00-000-0000

WARRANT TOTAL

6035322149682829

2,561.53
\$2,561.53

90079459 000174/ IMAGE 2000

PV-210355 01-0000-0-4300.00-0000-2700-002-00-000-0000

WARRANT TOTAL

437959/420801/428312

1,050.60
\$1,050.60

44744864 001045/ INFINITY COMMUNICATIONS

PV-210354 01-0000-0-5800.00-0000-7200-000-00-000-0000

WARRANT TOTAL

11928/11887/12215

4,375.00
\$4,375.00

44744865 000094/ KERN COUNTY SUPT OF SCHOOLS

PV-210357 01-0000-0-5200.00-0000-2700-000-00-000-0000

WARRANT TOTAL

102861

1,000.00
\$1,000.00

01-0000-0-5800.00-1110-1000-000-00-000-0000

102757

3,327.57
\$3,327.57

APY250 L.00.06

KERN COUNTY SUPERINTENDENT OF SCHOOLS
COMMERCIAL WARRANT REGISTER

06/03/21 PAGE 4

DISTRICT: 040 LAKEVIEW UNION SCHOOL DISTRICT

FOR WARRANTS DATED 06/03/2021

BATCH: 0014 PAYMENTS
FUND : 01 GENERAL FUND

WARRANT	VENDOR/ADDR	NAME (REMIT)	IN	FD-RESC-Y-OBJT.	SO-GOAL-FUNC-STE-T2-TY3-TYP4	ABA NUM	ACCOUNT NUM	DESCRIPTION	AMOUNT
				01-3215-0-5200.00-1110-1000-000-000-0000		102206			175.00
				01-3220-0-5200.00-0000-2700-000-00-000-0000		102238			80.00
				01-3220-0-5200.00-0000-3110-000-00-000-0000				WORKSHOPS, CASC, ETC...	350.00
				01-4203-0-5200.00-1110-2100-001-00-000-0000				WORKSHOPS, CASC, ETC...	210.00
				01-4203-0-5200.00-1110-2100-002-00-000-0000				WORKSHOPS, CASC, ETC...	210.00
								WARRANT TOTAL	\$5,352.57
44744866	002382/	KERN RIVER POWER EQUIPMENT							
		PV-210356		01-0000-0-4300.00-0000-8100-000-00-000-0000		119259			75.45
								WARRANT TOTAL	\$75.45
44744867	002438/	LEARNING PLUS ASSOCIATES							
		210024	1.	01-3220-0-4200.00-1110-1000-000-00-000-0000				SUMMER SCHOOL	6,683.20
								WARRANT TOTAL	\$6,683.20
44744868	000589/	LINCOLN EQUIPMENT INC.							
		PV-210358		01-0000-0-4300.00-0000-8100-000-00-000-0000				POOL SUPPLIES	10,228.36
								WARRANT TOTAL	\$10,228.36
44744869	002419/	LIC LITERACY RESOURCES							
		210023	1.	01-3220-0-4200.00-1110-1000-000-00-000-0000				SUMMER SCHOOL	2,544.54
								WARRANT TOTAL	\$2,544.54
44744870	002031/	INC LOGMEIN COMMUNICATIONS							
		PV-210361		01-0000-0-5900.00-0000-7200-000-00-000-0000				PHONES FOR THE DISTRICT	7,357.26
								WARRANT TOTAL	\$7,357.26
44744871	000660/	M&S SECURITY SERVICES							
		PV-210362		01-8150-0-5800.00-0000-8100-001-00-000-0000		64439			35.00
								WARRANT TOTAL	\$35.00
90079460	000462/	MCGRAW HILL INC. (LA)							
		210028	1.	01-3220-0-4200.00-1110-1000-000-00-000-0000				WORLD OF WONDERS	20,504.82
								WARRANT TOTAL	\$20,504.82

APY250 L.00.06

KERN COUNTY SUPERINTENDENT OF SCHOOLS
COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 06/03/2021

DISTRICT: 040 LAKESIDE UNION SCHOOL DISTRICT
BATCH: 0014 PAYMENTS
FUND : 01 GENERAL FUND

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
90079461	001841/	INC. O'REILLY AUTOMOTIVE	99 EFT			
		PV-210363	01-0000-0-4300.00-0000-8100-000-00-000-0000		319632	235.29
			WARRANT TOTAL			\$235.29
44744872	800964/	OFFICE DEPOT				
		PV-210364	01-3220-0-4300.00-1110-1000-000-00-000-0000		CLASSROOM/OFFICE SUPPLIES	356.12
			WARRANT TOTAL			\$356.12
44744873	000645/	BERNICE ORTEGA				
		PV-210335	01-7311-0-5800.00-0000-7200-000-00-000-0000		SER SAFE CERT	15.00
			WARRANT TOTAL			\$15.00
44744874	000061/	P G & E				
		PV-210365	01-0000-0-5500.00-0000-8100-002-00-000-0000		9994488006-3	22,581.81
			WARRANT TOTAL			\$22,581.81
44744875	002389/	PATRICK WADMAN				
		PV-210359	01-6500-0-5800.00-5001-3150-000-00-000-0000		11	490.00
			WARRANT TOTAL			\$490.00
44744876	002449/	PATTY RODRIGUEZ				
		PV-210383	01-7311-0-5800.00-0000-7200-000-00-000-0000		SERV SAFE REIMB	15.00
			WARRANT TOTAL			\$15.00
90079462	000810/	PEARSON LEARNING				
		PV-210367	01-6500-0-4300.00-5770-1120-002-00-000-0000		SPECIAL ED	155.00
			WARRANT TOTAL			\$155.00
44744877	000131/	PIONEER PAINT				
		PV-210366	01-0000-0-4300.00-0000-8100-000-00-000-0000		PAINT	117.27
			WARRANT TOTAL			\$117.27
44744878	002160/	PLC HEATING & AIR				
		PV-210386	01-8150-0-5800.00-0000-8100-002-00-000-0000		MAINT HAVAC	14,132.40
			WARRANT TOTAL			\$14,132.40
90079463	002186/	PLUMBING DOC				
		PV-210369	01-8150-0-5800.00-0000-8100-002-00-000-0000		PLUMBING	967.50
			99 EFT			

APY250 L.00.06

KERN COUNTY SUPERINTENDENT OF SCHOOLS

06/03/21 PAGE 6

DISTRICT: 040 LAKEVIEW UNION SCHOOL DISTRICT

COMMERCIAL WARRANT REGISTER

FOR WARRANTS DATED 06/03/2021

BATCH: 0014 PAYMENTS
FUND : 01 GENERAL FUND

WARRANT	VENDOR/ADDR	NAME (REMIT)	REQ#	IN	FD-RESC-Y-OBJT.	SO-GOAL-FUNC-STE-T2-TY3-TYP4	ABA NUM	ACCOUNT NUM	DESCRIPTION	AMOUNT
90079464	000173/	PRICE DISPOSAL INC.					99	EFT		
	PV-210368			01-0000-0-5500.00-0000-8100-000-000-0000					1-16776-001	209.70
									WARRANT TOTAL	\$209.70
44744879	002433/	QUEST DIAGNOSTICS HEALTH &								
	PV-210385			01-3220-0-5800.00-0000-3140-000-000-0000					COVID TESTING	1,265.00
									WARRANT TOTAL	\$1,265.00
90079465	002199/	READY REFRESH BY NESTLE					99	EFT		
	PV-210371			01-3220-0-4300.00-0000-2700-000-000-0000					WATER	1,779.50
									WARRANT TOTAL	\$1,779.50
90079466	000848/	RENAISSANCE LEARNING					99	EFT		
	210026	PO-210026	1.	01-3220-0-4200.00-1110-1000-000-000-0000					SUMMER SCHOOL	87,196.68
									WARRANT TOTAL	\$87,196.68
44744880	002013/	RONDA SZOLEK								
	PV-210370			01-0000-0-5200.00-1110-1000-002-000-000-0000					MILEAGE	18.59
									WARRANT TOTAL	\$18.59
44744881	002416/	S.T.A.R. ACADEMY								
	PV-210353			01-6500-0-5800.00-1110-1000-000-000-0000					OT FOR SPECIAL ED	862.75
									WARRANT TOTAL	\$862.75
90079467	001608/	SCP DISTRIBUTORS LLC					99	EFT		
	PV-210360			01-0000-0-4300.00-0000-8100-000-000-0000					POOL SUPPLIES	1,609.82
									WARRANT TOTAL	\$1,609.82
44744882	000075/	SIERRA SCHOOL EQUIPMENT								
	PV-210336			01-3220-0-4300.00-1110-1000-000-000-0000					COVID SUPPLIES	1,603.39
									WARRANT TOTAL	\$1,603.39
44744883	002450/	T&L BATTERY CO.								
	PV-210384			01-0000-0-4300.00-1110-8100-000-000-0000					MAINT	885.86
									WARRANT TOTAL	\$885.86

APY250 L.00.06

KERN COUNTY SUPERINTENDENT OF SCHOOLS

06/03/21 PAGE

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DISTRICT: 040 LAKESIDE UNION SCHOOL DISTRICT

COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 06/03/2021BATCH: 0014 PAYMENTS
FUND : 01 GENERAL FUNDWARRANT 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

44744884 002078/ TAFT CITY SCHOOL DISTRICT

PV-210372 01-3220-0-5800.00-0000-3700-000-000-0000 LUNCHES

118,118.25
\$118,118.25

44744885 002407/ TERRIO

PV-210377 01-0000-0-5800.00-0000-7200-000-000-0000 SPECIAL ED THERAPHY

210.00
\$210.00

90079468 000011/ THE BAKERSFIELD CALIFORNIAN

PV-210334 01-0000-0-5800.00-0000-7200-000-000-0000 AD AND VACANCY NOTICES

2,769.56
\$2,769.56

44744886 000454/ VERIZON WIRELESS

PV-210373 01-0000-0-5500.00-0000-8100-001-00-000-0000 CELL PHONES

4,383.53
\$4,383.53

44744887 002432/ VOCABULARY SPELLING CITY.COM

210021 PO-210021 1. 01-6300-0-4200.00-1110-1000-000-00-000-0000 MEMBERSHIPS

156.60
\$156.60

44744888 000625/ WALL STREET ALLEY

PV-210387 01-0000-0-4300.00-0000-8100-002-00-000-0000 SUPPLIES

1,729.29
\$1,729.29

44744889 001998/ WELLS FARGO FINANCIAL LEASING

PV-210376 01-0000-0-5600.00-0000-2700-001-00-000-0000 LEASE FOR COPIERS

777.02
\$777.02

44744890 002356/ WEX BANK

PV-210374 01-0000-0-4300.00-0000-8100-000-000-0000 FUEL FOR DIST CARS

1,527.47
\$1,527.47

PV-210378 01-0000-0-4300.00-0000-8100-000-000-0000 FUEL FOR DIST CARS

2,332.89
\$2,332.89

90079469 000270/ WHOLESALE FUELS INC.

PV-210375 01-0000-0-4300.00-0000-3600-001-00-000-0000 FUEL FOR BUSES

4,469.20
\$4,469.20

APY250 L.00.06

KERN COUNTY SUPERINTENDENT OF SCHOOLS

DISTRICT: 040 LAKESIDE UNION SCHOOL DISTRICT

COMMERCIAL WARRANT REGISTER

FOR WARRANTS DATED 06/03/2021

BATCH: 0014 PAYMENTS

FUND : 01 GENERAL FUND

WARRANT	VENDOR/ADDR	REQ#	NAME (REMIT)	LN	FD-RESC-Y-OBJT.	SO-GOAL-FUNC-STE-T2-TY3-TYP4	ABA NUM	ACCOUNT NUM	DESCRIPTION	AMOUNT
***** FUND	TOTALS	***								
			TOTAL NUMBER OF CHECKS:				48			\$225,229.15*
			TOTAL ACH GENERATED:				0			\$.00*
			TOTAL EFT GENERATED:				13			\$121,062.29*
			TOTAL PAYMENTS:				61			\$346,291.44*

APY250 L.00.06

KERN COUNTY SUPERINTENDENT OF SCHOOLS

DISTRICT: 040 LAKESIDE UNION SCHOOL DISTRICT

COMMERCIAL WARRANT REGISTER

FOR WARRANTS DATED 06/03/2021

BATCH: 0014 PAYMENTS
FUND : 13 CAFETERIA

WARRANT	VENDOR/ADDR	NAME (REMIT)	REQ#	REFERENCE	LN	FD-RESC-Y-OBJT.	SO-GOAL-FUNC-STE-T2-TY3-TYP4	ABA NUM	ACCOUNT NUM	DESCRIPTION	AMOUNT
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44744891 002203/ HARRIS SCHOOL SOLUTIONS

PV-210352 13-5310-0-5800.00-0000-3700-000-00-000-0000 LUNCH FEES

WARRANT TOTAL

111.25
111.25

*** FUND	TOTALS ***	TOTAL NUMBER OF CHECKS:	1	TOTAL AMOUNT OF CHECKS:	\$111.25*
		TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$.00*
		TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$.00*
		TOTAL PAYMENTS:	1	TOTAL AMOUNT:	\$111.25*
*** BATCH TOTALS ***		TOTAL NUMBER OF CHECKS:	49	TOTAL AMOUNT OF CHECKS:	\$225,340.40*
		TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$.00*
		TOTAL EFT GENERATED:	13	TOTAL AMOUNT OF EFT:	\$121,062.29*
		TOTAL PAYMENTS:	62	TOTAL AMOUNT:	\$346,402.69*
*** DISTRICT TOTALS ***		TOTAL NUMBER OF CHECKS:	49	TOTAL AMOUNT OF CHECKS:	\$225,340.40*
		TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$.00*
		TOTAL EFT GENERATED:	13	TOTAL AMOUNT OF EFT:	\$121,062.29*
		TOTAL PAYMENTS:	62	TOTAL AMOUNT:	\$346,402.69*

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, 2020 (for period Jul 1 – Sep 30)
☐ Jan 1, 2021 (for period Oct – Dec 31)
☐ April 1, 2021 (for period Jan 1 – Mar 31)
☒ July 1, 2021 (for period Apr 1 – Jun 30)

Date for information to be reported publicly at governing board meeting: August 10, 2021

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

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

CAMP KEEP AGREEMENT
2021-2022

SCHEDULED PARTICIPATION DATES: SEE ATTACHMENT A *

This Camp KEEP Agreement ("Agreement") is between THE KERN COUNTY SUPERINTENDENT OF SCHOOLS, a California public education agency ("County Superintendent") and the school district, private school or other party whose legal name and status are described in the signature block below ("Agency").

RECITALS

A. Sections 8763-8769 of the Education Code authorize County Superintendent to enter agreements with school districts and private schools to provide programs and classes in outdoor science education and conservation education for pupils. County Superintendent operates such programs at its Camp KEEP Ocean and Camp KEEP By the Sea facilities in San Luis Obispo County.

B. Agency desires to have County Superintendent provide a program in outdoor science and conservation education for Agency as described in this Agreement.

TERMS

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

1. Scope of Services. County Superintendent shall provide a program of outdoor science education and conservation education for pupils/clients of Agency at its Camp KEEP Ocean or Camp KEEP By the Sea facilities, as applicable, as provided in this Agreement.

2. Term. The term of this Agreement shall be for the school year specified in the title block of this Agreement above. One party may terminate this Agreement prior to its expiration if the other party fails to comply with any insurance or indemnification requirements of this Agreement, or commits any other material breach of this Agreement and fails to cure the breach within 10 days after written demand.

3. Price. In consideration of the services provided by County Superintendent and to provide for the actual cost of providing the instructional program and continuing capital outlay expenditures, maintenance and other costs, Agency shall pay County Superintendent a fee calculated based on the type of program indicated in Attachment A.

The fee payable by Agency shall be calculated based on the greater of the actual number of attendees or 90% per school, of the number of attendees estimated by Agency. An additional fee of \$55.00 per person shall be paid if Agency is not a Kern County public school entity, with the exception of San Luis Obispo public schools. Attendees include students/clients, counselors, teachers, aides, parents/volunteers and others attending the program. Additional fees for delayed arrivals and departures will apply. During the 2021-22 school year, schools may adjust their original reservation by September 1, 2021. The 90% rule will apply after 9/01/2021.

Agency shall pay County Superintendent within 45 days after receipt of an invoice documenting the charges. If Agency is a Kern County school district, Agency authorizes County Superintendent to transfer on or before June 30 of the fiscal year from the funds of the District, Account No. _____, to the County School Service Fund, the amounts owing under this Agreement.

Agency has confirmed the scheduled participation dates indicated in Attachment A. If Agency cancels its participation for all or any portion of the scheduled participation dates, Agency shall pay County Superintendent a cancellation fee of 75% of the anticipated income payable to County Superintendent if Agency participated for the full number of scheduled dates, based on 90% of the confirmed attendee numbers.

*Subject to Change as Follows: Superintendent reserves the right to change the date and/or location with notice to Agency. If the new date and /or location is unacceptable to Agency, and if the parties are unable to otherwise agree on the date/location, Agency may cancel the Agreement without penalty.

4. Nondiscrimination. Neither party, nor any officer, agent, employee or subcontractor of the party, shall discriminate in the treatment or employment of any individual or groups of individuals on any ground prohibited by law, nor shall any of them harass any person in the course of performing this Agreement based on gender or any other basis prohibited by applicable law.

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

AGENCY

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

MARY C. BARLOW
KERN COUNTY SUPERINTENDENT OF SCHOOLS

By Tina Foster
 Signatory Name: Tina Foster
 Title: Chief Financial Operations Officer
 Address: 1300 17th Street, Bakersfield, CA 93301
 Account Code: 01-535-0000-0-8677.00-0000-0000-00-0000-000
 Date: 7-21-21

ADDITIONAL PROVISIONS OF THIS AGREEMENT

6. Duties of Agency. Agency shall do all of the following:

A. Provide transportation for its pupils/clients and personnel to and from the KEEP campus(es). Guests should arrive at 11:30 am on the first day and vehicles shall depart by 11:30 am on the final day. If arrival or departure times are delayed, overtime costs for KEEP staff will be passed on to the district. This includes responsibility for transporting pupils/clients, employees or volunteers prior to the completion of the program. If transportation for an early return cannot be arranged through family or school representatives, County Superintendent can provide a driver and vehicle for a fee of \$500.00.

B. Cooperate with County Superintendent's staff in providing the necessary instruction before and after the experience at Camp KEEP to accomplish the objectives of the program.

C. See that its pupils/clients are equipped with suitable clothing and bedding while attending the program.

D. Provide an estimated number of students/clients attending the upcoming program during the application period in January/February of each year. Billing will be made for not less than 90% of this estimated number, plus teachers and other attendees at the minimum ratios. In the 2021-22 school year, schools may adjust their reservation until September 1, 2021. The number of students may not exceed the estimate without the written permission of the Director of KEEP.

E. As a condition of participation, provide counselors at a minimum ratio of one to seven (1:7). Agency shall also provide at least one (1) classroom teacher for every 30 students.

F. Provide Free and Reduced meal eligibility status to County Superintendent for students and counselors during class sessions.

G. Bear all responsibility and liability for ensuring that any required medical clearances for pupils/clients and all others attending the program have been obtained.

H. Provide adequate supervision of pupils/clients and other attendees.

I. Secure appropriate permission from the parent or guardian of each pupil and, if applicable, client, of Agency.

J. If a student/client of Agency or student counselor requires related aids or services to participate in the program under an Individualized Education Plan or 504 Plan, or has specialized physical health care needs requiring accompaniment by a qualified adult, it is the responsibility of Agency to ensure that any such related aids or services, or accompaniment by a qualified adult, are furnished.

K. Fully inform the parents/guardians and physicians of participating students/clients with specialized physical health care needs of the camp activities, changes in daily living and distances from emergency services, and inform the Director of KEEP of the student's/client's needs and Agency's plan to meet those needs, in advance of the scheduled participation dates.

L. Provide all registration information and consents required under Camp KEEP policies and procedures.

M. Background Check. Agency shall bear all responsibility and liability for ensuring that required background checks for personnel and volunteers have been performed. Prior to their participation, all volunteers shall be cleared following a criminal background check using fingerprints. Student volunteers shall only be allowed to serve as a chaperone in pupil cabins if a fingerprint-cleared adult volunteer or certificated employee also serves as a chaperone in the cabin. County Superintendent agrees to allow Agency to send its volunteer counselors to County Superintendent Human Resources Department for the sole purpose of performing the required background check using fingerprints.

If the district chooses to use KCSOS staff to conduct background checks the agency agrees to notify County Superintendent in writing of the names of the volunteer counselors prior to sending them to County Superintendent Human Resources Department for finger-printing. Agency

further agrees to be responsible for reimbursing County Superintendent for the then current cost of the fingerprinting and background check performed for Agency volunteers. Current cost for the back-ground check is \$62.00 per volunteer, but may be adjusted from time to time.

7. Duties of County Superintendent. County Superintendent shall do all of the following:

A. Provide a program in outdoor science and conservation education in accordance with standards as set forth by the State Department of Education requirements and the California Outdoor School Administrators.

B. Furnish pupils with all necessary instructional supplies required at the program.

C. Provide such coordination services as County Superintendent deems necessary to insure an adequate program.

D. Provide first aid supplies, treatment and administration of medications for pupils/clients of Agency during the periods they are attending the program, provided that Agency has furnished written instructions signed by a licensed physician and consent signed by the parent or guardian to administer such medications or treatment.

E. Provide food and complete food service for pupils and staff during each class session, in accordance with National School Lunch and Breakfast Program guidelines established by USDA and under supervision of the Food Services, and claim federal and state reimbursement under the National School Lunch and Breakfast Program during class session.

F. County Superintendent reserves the right to deny participation to any attendee for whom appropriate registration materials and permissions are not received in accordance with stated deadlines or who is in violation of Camp KEEP policies and procedures.

8. Indemnification.

A. Agency agrees to defend, hold harmless and indemnify County Superintendent and the Kern County Board of Education (and the officers, employees, trustees, agents, successors and assigns of each of them) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of the breach by Agency of the terms of this Agreement, the act or omission of Agency, its officers, employees, pupils, clients, volunteers, invitees and agents, in connection with the performance of this Agreement (including, but not limited to Agency's supervision or failure to supervise its attendees and Agency's transportation of attendees), or in connection with their use of County Superintendent's facilities and programs.

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

C. The requirements of this Section shall survive the termination of this Agreement.

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

evidencing the required coverage and shall permit County Superintendent to inspect the original policies of insurance upon request.

Nothing in this section concerning minimum insurance requirements shall reduce Agency's liabilities or obligations under the indemnification provisions of this Agreement. The parties acknowledge that both parties may be permissibly self-insured under California law.

9. Entire Agreement/Amendment. This Agreement, including any exhibits or schedules referred to which it refers and any Camp KEEP policies and procedures in effect at the time the Agreement is executed, constitute the final, complete and exclusive statement of the terms of agreement between the parties pertaining to the subject matter of the Agreement. It supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement. The provisions of this Agreement may be modified only by mutual written agreement of the parties.

CAMP KEEP AGREEMENT SCHEDULE 2021-2022

[illegible]

Page 4 of 4

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

AGREEMENT FOR UTILITY AND CUSTODIAL SERVICES
EXTENDED SCHOOL YEAR 2021

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

RECITALS

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

TERMS

The parties mutually agree as follows:

- 1. The foregoing recitals are true.
- 2. The term of this Agreement shall be for the period beginning **6/2/21** and ending **6/29/21**.
- 3. **DISTRICT** agrees to provide electrical service to the Portable through the school site's regular metered service.
- 4. **DISTRICT** agrees to provide custodial service for the Portable on a regularly scheduled basis not less than daily when school is in session.
- 5. Payment for the above services shall be as follows:

Two (2) KCSOS Portables at Suburu School at \$798.00 for the term of this Agreement.

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

Payment for the above service shall be as follows:

Two (2) Portables at \$80.00 for the term of this Agreement.

7. **SUPERINTENDENT** agrees to pay **DISTRICT** a **TOTAL** of **\$878.00** for all of the above services within thirty (30) days after 6/30/21.
8. **DISTRICT** will notify the **SUPERINTENDENT'S** Director of Internal Business Services of any change in contract.
9. **SUPERINTENDENT** is not liable for injury to any person or persons or for damage to any property owned by **DISTRICT** or others arising in any manner whatsoever out of the performance of services by **DISTRICT**.
10. **DISTRICT** agrees to maintain public liability insurance and insurance required under the Workers' Compensation Insurance Act.
11. It is agreed by the parties that the **DISTRICT**, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an officer, agent, or employee of **SUPERINTENDENT**.
12. **DISTRICT** will be reimbursed for services resulting from extended sessions conducted during summer month(s) in the classroom trailer(s) herein at the daily rate for the number of days in the session.

LAKESIDE
SCHOOL DISTRICT

MARY C. BARLOW
KERN COUNTY SUPERINTENDENT OF SCHOOLS

By _____
Print Name:
Title:
Address:

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

Date: _____

Date: 6-23-21

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

MEMORANDUM OF UNDERSTANDING
2021 - 2022

AVID CONSORTIUM
TRANSFER OF FUNDS
FOR AVID COORDINATOR

THIS AGREEMENT is entered into between the **KERN COUNTY SUPERINTENDENT OF SCHOOLS (KCSOS)** and AVID Consortium member **LAKE SIDE UNION SCHOOL DISTRICT (District)**.

In order to provide necessary funding for the AVID Coordinator Program, **District** hereby agrees that **KCSOS** may transfer **\$4,313.00** from the account listed below. The entire amount may be transferred on or after July 1, 2021.

District Acct # _____

Lakeside Union
SCHOOL DISTRICT

By: _____
Signatory Name: TY BRYSON
Title: Superintendent
Address: 14535 Old River Rd.
Bakersfield, 93311

Date: _____

MARY C. BARLOW
KERN COUNTY SUPERINTENDENT OF SCHOOLS

By:  _____
Signatory Name: Priscilla Quinn
Title: Assistant Superintendent
Address: 1300 17th Street, Bakersfield, CA 93301
Account Code: 01-741-9010-0-8677.00-0000-0000-00-0000-000

Date: 6/7/21

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

MEDI-CAL ADMINISTRATIVE ACTIVITIES
CLAIMING AGREEMENT

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

I. RECITALS

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

II. AGREEMENT

- A. Term and Termination. This Agreement shall remain in effect until terminated. This Agreement may be terminated without cause at the end of any quarter by either party on written notice, which notice shall be given at least 60 days prior to the start of the quarter after which participation will terminate.
- B. LEC Responsibilities:
 - 1. As mandated by the DHCS, provide a software platform (also referred to from time to time as the "System" or "System Service") through a third party administrator, through which the LEA shall utilize the random moment time study (RMTS) process. Although the LEC will make every reasonable effort to facilitate use of the software platform, the LEC is not responsible for problems resulting from software platform or system errors;
 - 2. Perform desk and site reviews on a rotating basis as prescribed by DHCS to monitor compliance with all federal and state program requirements;
 - 3. Act as liaison between DHCS and LEA;
 - 4. Prepare and submit quarterly invoices to DHCS;

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

C. LEA Responsibilities:

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

- a. The LEA and its officers, agents, and employees are permissive users of a nonexclusive, nontransferable right and license to access via the Internet and use the RMTS System Service and any provided documents (the "Documentation") to the extent reasonably necessary. This includes incorporating any provided Documentation, in whole or in part, into other written materials prepared by or for the LEA with respect to the System Service solely for the LEA's internal use, and reproducing and distributing modified and original versions of provided Documentation, in hard copy or online format, as part of the LEA's Documentation for the System Service, and, if the Documentation is in an online format, allowing authorized LEA users to make print copies of the same solely for internal use.
- b. The System may be accessed only by 1) LEA employees who have a need to access the System Service for appropriate MAA Program purposes; or 2) LEA subcontractors and their employees, subject to prior written notification to and approval by the LEC and the LEC's third party administrator. Those users may be referred to herein as "Agency Users." Such approval may include requirements for subcontractors and their employees to execute appropriate confidentiality and non-use agreements at any time before or after being approved for access. Agency Users may access the System solely for MAA Program purposes and shall be required to maintain the System Service and provided Documentation as confidential and proprietary to the LEC's third party administrator. The LEA shall not use or grant to any person or entity other than authorized Agency Users the right to use the System Service. The LEA and Agency Users shall not distribute, market, or sublicense the System Service. The LEC and the LEC's third party administrator may restrict access or require the LEA to restrict access to the System Service by any Agency User who violates the confidentiality or proprietary rights in the System Service.
- c. The LEA shall ensure that appropriate proprietary notices indicating the third party administrator's Intellectual property rights in the System Service and related Documentation are placed on all copies of written materials distributed by the LEA. Examples of such documentation include training materials and manuals.
- d. The LEA shall not distribute or knowingly permit distribution of System Documentation or intellectual property to any individual or organization not authorized as an Agency User.
- e. The LEA shall not transfer or permit access to the System Service to any third party or permit any Agency User to transfer or allow access to the System Service to any unauthorized person except as may be required by lawful court order or as a requirement by direction of state person, except as may be required by lawful court order or as a requirement by direction of state or federal authorities having jurisdiction over the reporting of time by Agency and Agency Users.
- f. The LEA shall not decompile, disassemble, or otherwise attempt to reverse engineer the System Service or any portion of it and shall not permit any Agency User to decompile, disassemble, or otherwise attempt to reverse engineer the System Service or any portion thereof.

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

during the next available quarter, and thereby forfeit the associated reimbursement. The claiming unit's Superintendent, Chief Business Official, and/or other designee will be notified in writing by DHCS.

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

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

D. Subcontracting:

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

E. Mutual Indemnification.

1. Each party agrees to defend, hold harmless, and indemnify the other party (and its officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorney fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including but not limited to personal injury, death at any time, and property damage) arising out of or made necessary by the indemnifying party's breach of the terms of this Agreement.

2. In the event that any action or proceeding is brought against a party by reason of any claim or demand discussed in this section, upon notice from the party, the indemnifying party shall defend the action or proceeding at the indemnifying party's expense, through counsel reasonably satisfactory to the other party. The obligations to indemnify set forth in this section shall include reasonable attorney fees and investigation costs and all other reasonable costs, expenses, and liabilities from the time of giving the first notice of any claim or demand.
3. The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees, or agents) are actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage caused solely by the active negligence or willful misconduct of the other party.

F. Consideration.

1. The LEA agrees that all of the LEA's MAA reimbursements made under this Agreement are to be payable to the LEC.
2. The LEC agrees to process all of the LEA's MAA reimbursements due to the LEA under this Agreement within 30 calendar days of the LEC's receipt of the MAA reimbursement.
3. The LEA agrees that as full compensation to the LEC for its services specified herein, the LEC may withhold from payments made on each invoice submitted to DHCS \$80 per quarter per time survey participant included in the LEA's quarterly participant roster.

G. Invoice Revisions. If a quarterly invoice is revised, subsequent to payment by the LEC to the LEA of the initial amount, to decrease the invoiced amount, the LEC shall recoup from the LEA the difference between the amount paid to the LEA and the amount reflected in any revised invoice. The LEA hereby authorizes the LEC to recoup the amount of the overpayment by electronic transfer of funds when feasible and, when not feasible, by direct billing or deduction of the overpayment from future payments otherwise due to the LEA. When the amount is directly billed, the invoice shall be paid by the LEA within 30 calendar days of receipt of the invoice. If the revision to the invoice is due to an error on the part of the LEA, the LEC will retain the administrative fee charged upon payment of the initial invoice.

H. Audit Disallowance.

1. The LEA shall bear the burden of any federal audit disallowance, interest, or penalty to the extent that any disallowance, interest, or penalty results from a claim or claims for which the LEA has received reimbursement. The LEC shall recoup from the LEA amounts equal to the amount of any disallowance, interest, or penalty, less any amounts already remitted by the LEA to DHCS for the disallowed claim. The LEA hereby authorizes the LEC to recoup the amount of the disallowance, interest, or penalty by electronic transfer of funds when feasible and, if not feasible, by direct billing or deduction of the amount due from future payments otherwise due to the LEA. When the amount is directly billed, the invoice shall be paid by the LEA within 30 calendar days of receipt of the invoice.
2. In the event of a possible disallowance, reimbursement of all subsequent claims

may be held in abeyance by the LEC with no payment made to the LEA until the disallowance issue is resolved. The LEC shall retain its administrative fee for all claims processed for the LEA, even if all or a portion of a claim is later disallowed as a result of an audit, if any disallowance was due to erroneous information being provided to the LEC by the LEA. The LEA may appeal the results of an audit; however, the LEA is responsible to reimburse the LEC the amount of payment due to DHCS within 30 days of notification by the LEC. If the appeal results in an outcome favorable to the LEA, any funds reimbursed by DHCS will be paid to the LEA within 30 days.

3. In the event that Region 8 reimbursements are held or disallowed by DHCS so that full reimbursement of all invoices submitted by Region 8 LEAs is not possible, the LEAs which have unfunded reimbursements due will be reimbursed on a pro rata basis until the disallowance is resolved.
- I. Modifications. This document contains the entire agreement between the parties and may be modified only in writing and signed by both parties.
- J. Compliance with Law. In the performance of this Agreement, the parties shall observe and comply with all applicable local, county, state, and federal laws, rules, and regulations.
- K. Compliance with State Contract. In the performance of this Agreement, the parties shall comply with all terms and conditions of the pertinent MAA contracts between DHCS and KCSOS which are attached hereto as Exhibit B and incorporated herein by reference.
- L. Attorney Fees. If any action is initiated to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees in addition to any other relief to which that party may be entitled.
- M. Choice of Law/Venue. The rights and obligations of the parties and the interpretation and performance of this Agreement shall be governed by the laws of California, excluding any laws which direct application of the laws of another jurisdiction. The parties agree that the venue of any action relating to this Agreement shall be Kern County.
- N. Covenant to Sign Documents. Each party will sign all documents and writings reasonably necessary or expedient to carry out the terms of this Agreement, with acknowledgment or affidavit if required.
- O. Federal Contract Funds. This Agreement is valid and enforceable only if sufficient funds are made available to the state by the United States government for the purposes of the MAA program. In addition, this Agreement is subject to any restrictions, limitations, or conditions under any applicable federal or state statute or regulation. It is mutually agreed that if sufficient funds are not appropriated for the MAA Program, each party has the option to terminate the contract. If neither party elects to terminate the Agreement, the Agreement shall be amended to reflect any reduction in funds.
- P. Assignment. The LEA shall not assign or transfer this Agreement, its obligations under this Agreement, or any part of this Agreement. The LEA shall not assign any monies due or which become due to the LEA under this Agreement without the prior written approval of the LEC.

- Q. Authority to Bind. It is understood that in the LEA's performance of any and all duties under this Agreement, the LEA has no authority to bind the LEC to any agreements or undertakings.
- R. Certification. The LEA shall certify the non-federal match from the LEA's general fund, or from any other funds allowed under federal law and regulations, to Title XIX funds claimed for MAA performed pursuant to Welfare and Institutions Code Section 14132.47.
- S. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted, and this Agreement shall read and be enforced as though it were included. If through mistake or otherwise any provision is not inserted or is not correctly inserted, upon application of either party, the Agreement may be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments on the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the parties.
- T. Signature Authority. Each person signing this Agreement represents that he or she has been authorized and empowered to enter into this Agreement by the party on whose behalf the signature is made.

LEA:

LEC
KERN COUNTY
SUPERINTENDENT OF SCHOOLS

By: _____

By: Maria Arias

Name: _____

Name: Maria Arias

Title: _____

Title: District/LEA Fiscal Analyst

Dated: _____

Dated: 7/29/21

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

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

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

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

DISTRICT agrees that access to the data covered by this Agreement shall be limited to the minimum number of individuals necessary to achieve the purpose stated above.

DISTRICT agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the data and to prevent unauthorized use or access to it. The safeguards shall provide a level and scope of security that is not less than the level and scope of security established in HIPAA, the HITECH Act, and the HIPPA Regulations, Final Omnibus Rule as set forth in 45 CFR, parts 160, 162 and 164 of the HIPAA Privacy and Security Regulations. DISTRICT also agrees to ensure that any agents, including a subcontractor to whom they provide DHCS data, agrees to the same requirements for privacy and security safeguards for confidential data that apply to the DISTRICT.

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

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

Name and Title of Custodian of Files

District Name

District Address

Custodian's Phone Number / Email Address

Custodian's Signature

Date