

LAKESIDE UNION SCHOOL DISTRICT
BOARD OF TRUSTEES
REGULAR MEETING
AGENDA

Lakeside School Auditorium
14535 Old River Road
Bakersfield, CA 93311

August 8, 2023
6:30 P.M.

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

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. 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)*

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

- A. Approve minutes of Regular Meeting of May 9, 2023.
- B. Approve minutes of Special Meeting of June 6, 2023.
- C. Approve minutes of Regular Meeting of June 13, 2023.
- D. Approve June End of Month Payroll of \$762,904.94, July Mid Month Payroll of \$116,926.29, July End of Month Payroll of \$148,397.62, and August Mid Month Payroll of \$33,272.57.
- E. Approve Batch #18, #1, #2

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

4. DISCUSSION OR ACTION ITEMS

A. General Control

- (1) Report on Williams Settlement Complaints.

B. Budget and Finance

- (1) Approval of Agreement for Special Services Between Boys & Girls Clubs of Kern County and the Lakeside Union School District for July 1, 2023 – August 1, 2023.

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

- (2) Approval of Agreement for Special Services Between Boys & Girls Clubs of Kern County and the Lakeside Union School District for 2023-2024 School Year.

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

- (3) Approval of Contract #24-72243 – Camp KEEP Agreement FY 2023-2024.

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

- (4) Approval of Agreement with FCMAT for the Study Agreement.

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

- (5) Approval of MOU #24-73689 – County Level Educational Services for K-6 Students.

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

- (6) Approval of Agreement #308809 – KCSOS Extended School Year 2023 for Utilities and Pest Control at Lakeside School.

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

- (7) Approval of Agreement #24-80287 – Kern County Consortium SELPA Participating District.

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

- (8) Approval of Agreement #308808 – KCSOS Extended School Year 2023 for Two Portables and Pest Control at Suburu School.

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

- (9) Approval of Agreement #24-69514 – 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) _____

- (10) Approval of English Language Arts/English Language Development (ELA/ELD)
Adoption of McGraw-Hill: California StudySync Grade 6th – 8th Grade.

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

- (11) Approval of Agreement for Administration of School Crossing Guard Program.

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

- (12) Approval of Proposal for Repair of Roof on the Shop and Music Room at Lakeside School.

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

- (13) Approval of MOU Agreement #24-73194 – Transfer of 15% of ERMHS Funds from LEAS to SELPA.

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 Hudson Battistoni, Speech & Language Pathologist at Suburu School.

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

- (2) Approval to Hire Mikayla Gather, Kindergarten 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 Lindsey Adamson, School Clerk 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 Breanna Martinez, 6.5 Hour Instructional Aide II at Suburu School.

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

- (5) Approval to Hire Ericka Valencia, 6.5 Hour Instructional Aide at Suburu School .

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

- (6) Approval of Classified Job Description and Salary Schedule: Student Achievement Support & Intervention I.

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

- (7) Approval of Classified Job Description and Salary Schedule: Student Achievement Support & Intervention II.

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

- (8) Approval to Hire Kristina Lowe, 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) _____

- (9) Approval to Hire Tarrah Mann, 5.5 Hour Instructional 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 Diana Becerra, 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 Joana Ibarra, 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) _____

- (12) Approval of District Clerk Job Description.

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

5. 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

6. ADVANCE PLANNING

- A. Future Meeting Dates

(1) Regular Board Meeting – September 12, 2023 at 6:30 p.m. in the Lakeside School Auditorium.

7. 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

May 9, 2023
6:30 P.M.

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

BOARD MEMBERS ABSENT:

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 Buoni, seconded by Trustee Jones. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
By this action the Board:
 - A. Approved minutes of Regular Meeting of April 11, 2023.
 - B. Approved minutes of Special Meeting of April 25, 2023.
 - C. Approved April End of Month Payroll and May Mid Month Payroll.
 - D. Approved B-Warrants #10.
3. Hearing of Staff and/or Citizens None.
4. Discussion or Action Items
 - A. General Control
 - (1) Approval of Lakeside School Single Plan for Student Achievement. Motion by Trustee D. Buoni, seconded by Trustee Jones. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
 - B. Budget and Finance
 - (1) Approval of Agreement #23-63989 – Professional Development, with KCSOS. Motion by Trustee Buoni, seconded by Trustee Jones. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.

- (2) Approval of Vended Meals Contract for the National School Lunch and/or School Breakfast Program with Taft City School District. Motion by Trustee D. Buoni, seconded by Trustee Bunoi. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.

C. Personnel

- (1) Approval to Hire Halle Banducci as a 2nd Grade Teacher at Lakeside School. Motion by Trustee Jones, seconded by Trustee D. Buoni. Approved – Trustee Buoni, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 1. Absent – 0.
- (2) Approval Hire Richdel Brian as a SDC Teacher at Suburu School. Motion by Trustee Buoni, seconded by Trustee D. Buoni. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (3) Approval Hire Wendy Canelas-Mejia as a 4th Grade Teacher at Suburu School. Motion by Trustee Buoni, seconded by Trustee Jones. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (4) Approval Hire Jerry Ford as a 4th Grade Teacher at Suburu School. Motion by Trustee D. Buoni, seconded by Trustee Jones. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (5) Approval to Hire Tessa Frasch as a 2nd Grade Teacher at Suburu School on a Short Term Staff Permit. Motion by Trustee Buoni, seconded by Trustee Jones. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (6) Approval to Hire Lara Paola Garcia as a 5th Grade Teacher at Suburu School. Motion by Trustee D. Buoni, seconded by Trustee Jones. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (7) Approval to Hire Valerie Gonzalez as a 3rd Grade Teacher at Suburu School. Motion by Trustee Buoni, seconded by Trustee D. Buoni. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (8) Approval to Hire Vanessa Guerra as a Speech Language Pathologist at Suburu School. Motion by Trustee D. Buoni, seconded by Trustee Jones. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (9) Approval to Hire Amy Hamdoun as a SDC Teacher at Suburu School. Motion by Trustee Jones, seconded by Trustee Buoni. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (10) Approval to Hire Alejandra Mosqueda as a 1st Grade Teacher at Lakeside School. Motion by Trustee D. Buoni, seconded by Trustee Jones. Approved – Trustee Buoni,

Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0.
Abstained – 0. Absent – 0.

- (11) Approval to Hire Miranda Ruiz as a 5th Grade Teacher at Lakeside School. Motion by Trustee Jones, seconded by Trustee Buoni. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (12) Approval to Hire Gabreilla Tabian as a 4th Grade Teacher at Suburu School. Motion by Trustee D. Buoni, seconded by Trustee Jones. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (13) Approval to Hire Baylee Talbot as a Psychologist for the Lakeside Union School District. Motion by Trustee Buoni, seconded by Trustee Jones. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (14) Approval to Hire Elizabeth Billington as a Teacher at Lakeside School. Motion by Trustee Jones, seconded by Trustee Buoni. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (15) Hearing and Public Comment of the Lakeside/Suburu Teachers Association initial Reopener Proposal to the Lakeside Union School District for the 2023-2024 School Year.
- (16) Close Hearing and Public Comment.
- (17) Adoption of the Lakeside/Suburu Teachers Association initial Reopener Proposal to the Lakeside Union School District Regarding Collective Bargaining Negotiations for the 2023-2024 School Year. Motion by Trustee Jones, seconded by Trustee Buoni. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.

5. Reports and Correspondence

- A. Enrollment Lakeside 763 Suburu 841 Total 1604
- B. CSEA – None
- C. CTA – Andreotti spoke regarding classroom movement at Lakeside.
- D. Correspondence – Mr. Bryson received a letter regarding budget adjustments.
- E. Board Members Reports – Trustee D. Buoni thanked everyone for their hard work in making the Lakeside BBQ a success. Trustee Jones reported Anika Jones raised another \$800 to go towards the traffic signs at Lakeside School.

- F. Superintendent Report – Mr. Bryson thanked everyone for their hard work at the Lakeside BBQ. Staff meet with the Kern Pledge and the district needs staff to start using the technology. There will be the end of the year concerts at Suburu one at 6:00 pm and one at 7:00 pm on May 10, 2023.

6. Items Not on The Agenda

7. Advance Planning

A. Future Meeting Dates

- (1) Special Board Meeting at Lakeside School Auditorium at 6:30 p.m. on June 6, 2023.
- (2) Regular Board Meeting at Lakeside School Auditorium at 6:30 p.m. on June 13, 2023.

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

The meeting was adjourned at 6:59 p.m.

Secretary to the Board

LAKESIDE UNION SCHOOL DISTRICT
BOARD OF TRUSTEES
SPECIAL BOARD MEETING
MINUTES

Lakeside School Auditorium
14535 Old River Road
Bakersfield, CA 93311

June 6, 2023
6:30 P.M.

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

OTHERS PRESENT: See Attached

1. Call to Order, Flag Salute The regular meeting convened at 6:30 p.m.
2. Hearing of Staff and/or Citizens None
3. Discussion or Action Items
 - A. Budget and Finance
 - (1) Discussion and Possible Action for Asphalt Work at Lakeside School. Motion by Trustee Jones to use Kern Asphalt, seconded by Trustee Robertson. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
 - (2) Discussion and Possible Action for Asphalt Work at Donald E Suburu School. Motion by Trustee D. Buoni to use SBI, seconded by Trustee Jones. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
 - (3) Public Hearing on the Proposed 2023-2024 Lakeside Union School District LCFF Budget Overview for Parents.
 - (4) Close Public Hearing on the Proposed 2023-2024 Lakeside Union School District LCFF Budget Overview for Parents.
 - (5) Public Hearing on the Proposed LCAP Annual Update for the Lakeside Union School District.
 - (6) Close Public Hearing on the Proposed LCAP Annual Update for the Lakeside Union School District.
 - (7) Public Hearing on the Proposed 2023-2024 LCAP for the Lakeside Union School District.
 - (8) Close Public Hearing on the Proposed 2023-2024 LCAP for the Lakeside Union School District.

- (9) Public Hearing on the Proposed 2023-2024 Budget for Lakeside Union School District.
- (10) Close Public Hearing on the Proposed 2023-2024 Budget for Lakeside Union School District.

4. Advance Planning

A. Future Meeting Dates

- (1) Regular Board Meeting at Lakeside School Auditorium at 6:30 p.m. on June 13, 2023.

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

The meeting was adjourned at 6:46 p.m.

Secretary to the Board

LAKESIDE UNION SCHOOL DISTRICT
BOARD OF TRUSTEES
REGULAR BOARD MEETING
MINUTES

Lakeside School Auditorium
14535 Old River Road
Bakersfield, CA 93311

June 13, 2023
6:30 P.M.

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

OTHERS PRESENT: See Attached

1. Call to Order, Flag Salute The special meeting convened at 6:31 p.m.
2. Recognition of Certificated Employee of the Year.
3. Recognition of Classified Employee of the Year.
4. Recognition of Retirees for 2022-2023 School Year.
5. Consent Agenda Approval of Consent Agenda. Motion by Trustee Buoni, seconded by Trustee D. Buoni. Approved - Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0. By this action the Board:
 - A. Approved the May Mid Month Payroll, May End Month Payroll and June Mid Month Payroll.
 - B. Approved Batch #17.
2. Hearing of Staff and/or Citizens. None
3. Discussion or Action Items
 - A. General Control
 - (1) Approval of Certification for “Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools.” Motion by Trustee D. Buoni, seconded by Trustee Jones. Approved - Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
 - (2) Approval of Statement of Assurance for Instructional Materials for Fiscal Year 2023-2024. Motion by Trustee Jones, seconded by Trustee Buoni. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.

- (3) Approval of Fieldwork Placement Agreement between Point Loma Nazarene University and the Lakeside Union School District. Motion by Trustee Buoni, seconded by Trustee Jones. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (4) Approval of Student Teaching/Clinical Practice Agreement between Point Loma Nazarene University and the Lakeside Union School District. Motion by Trustee Jones, seconded by Trustee D. Buoni. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (5) Approval of Internship Agreement between Point Loma Nazarene University and the Lakeside Union School District. Motion by Trustee Buoni, seconded by Trustee Jones. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.

B. Budget and Finance

- (1) Approval of Agreement #24-70615 – Systems Agreement for Fiscal year 2023-2024. Motion by Trustee Jones, seconded by Trustee Buoni. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (2) Approval to Purchase GoGuardian for 2023-2024 at \$16,150.00. Motion by Trustee Buoni, seconded by Trustee D. Buoni. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (3) Approval of TEQLease Contract with a Five(5) Year Lease of \$36,755.49 Annually. Motion by Trustee Jones, seconded by Trustee D. Buoni. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (4) Approval of the 2023-2024 Lakeside Union School District LCFF Budget Overview for Parents. Motion by Trustee Buoni, seconded by Trustee Jones. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (5) Approval of the LCAP Annual Update for the Lakeside Union School District. Motion by Trustee D. Buoni, seconded by Trustee Jones. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (6) Approval of the 2023-2024 LCAP for the Lakeside Union School District. Motion by Trustee D. Buoni, seconded by Trustee Jones. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (7) Approval of the 2023-2024 Budget for Lakeside Union School District. Motion by Trustee Buoni, seconded by Trustee Jones. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.

C. Personnel

- (1) Approval of Declaration of Need for Fully Qualified Educators for 2023-2024. Motion by Trustee Jones, seconded by Trustee Buoni. Approved - Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (2) Approval of Annual Statement of Need for 30-Day Substitute Teacher Permits for 2023-2024 School Year. Motion by Trustee D. Buoni, seconded by Trustee Jones. Approved - Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (3) Approval to Hire Richdel Brian as an SDC Teacher at Lakeside School on a Provisional Internship Permit (PIP). Motion by Trustee Buoni, seconded by Trustee Jones. Approved - Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (4) Approval to Hire Kristan Dinkins as a 6th Grade Teacher at Lakeside School on a Provisional internship permit (PIP). Motion by Trustee D. Buoni, seconded by Trustee Jones. Approved - Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (5) Approval to Hire Amy Hamdoun as Special Education Teacher at Suburu School on a Waiver #1. Motion by Trustee Jones, seconded by Trustee Buoni. Approved - Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (6) Approval to Hire Brandy Saxon as a Speech Pathologist at Lakeside on a Waiver #4. Motion by Trustee D. Buoni, seconded by Trustee Buoni. Approved - Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (7) Approval to Hire Leticia Flores as a Kindergarten Teacher at Suburu. Motion by Trustee Jones, seconded by Trustee Buoni. Approved - Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (8) Approval to Hire Brooke Loftis as a SDC Teacher at Suburu. Motion by Trustee Buoni, seconded by Trustee Jones. Approved - Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (9) Approval to Hire Jessica Hernandez as a 6th Grade Teacher at Lakeside. Motion by Trustee Buoni, seconded by Trustee Jones. Approved - Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (10) Approval to Hire Monica Marquez as a 4th Grade Teacher at Suburu. Motion by Trustee D. Buoni, seconded by Trustee Jones. Approved - Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.

- (11) Approval to Hire Michel Morfin as a 5th Grade Teacher at Lakeside. Motion by Trustee Buoni, seconded by Trustee D. Buoni. Approved - Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (12) Approval to Hire Samantha Pulido as a 7th Grade Math Teacher at Lakeside. Motion by Trustee Buoni, seconded by Trustee Jones. Approved - Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (13) Approval to Hire Lewis Young as a Special Education Teacher at Lakeside. Motion by Trustee D. Buoni, seconded by Trustee Jones. Approved - Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (14) Approval to Hire Taylor Williams as a SDC Preschool Teacher at Suburu. Motion by Trustee Jones, seconded by Trustee Buoni. Approved - Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (15) Approval to Hire Megan Smith as a Lead Utility Worker at Lakeside. Motion by Trustee Jones, seconded by Trustee Buoni. Approved - Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee D. Buoni. No – 0. Abstained – 1. Absent – 0.
- (16) Approval to Hire Fernando Sosa as a Maintenance I for the District. Motion by Trustee Buoni, seconded by Trustee D. Buoni. Approved - Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (17) Approval to Hire Juliana Guzman as a Bus Driver/Utility Worker for the District. Motion by Trustee Jones, seconded by Trustee D. Buoni. Approved - Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (18) Approval to Hire Julia Campos as School Clerk at Suburu. Motion by Trustee D. Buoni, seconded by Trustee Jones. Approved - Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (19) Approval to Hire Christina Shain as a Bus Driver/Utility Worker for the District. Motion by Trustee Buoni, seconded by Trustee D. Buoni. Approved - Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.

8. Closed Session

A. Evaluation of Superintendent's Performance

9. Open Session

10. Report of Closed Session – The Board gave Mr. Bryson a Positive Evaluation.

11. Reports and Correspondence

- A. Enrollment Lakeside 765 Suburu 836 Total 1601
- B. CSEA None
- C. CTA None
- D. Correspondence – City of Bakersfield would like Superintendents to join them in a meeting on June 21st.
- E. Board Members Report Trustee Jones shared since sales tax has gone up the girl scout project needs \$500 more to complete the project for flashing traffic lights at Lakeside School.
- F. Superintendent Report Mr. Bryson thanked everyone for support during graduation. The end of the year has been closed out and we are currently trying to fill all of our vacancies.

12. Advance Planning

A. Future Meeting Dates

- (1) Regular Board Meeting at Lakeside School Auditorium at 6:30 p.m. on August 8, 2023.

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

The meeting was adjourned at 8:01 p.m.

Secretary to the Board

KERN COUNTY SUPERINTENDENT OF SCHOOLS

COMMERCIAL WARRANT REGISTER

FOR WARRANTS DATED 06/14/2023

DISTRICT: 040 LAKESIDE UNION SCHOOL DISTRICT

BATCH: 0018 PAYMENTS

FUND : 01 GENERAL FUND

| WARRANT | VENDOR/ADDR | NAME (REMIT) | REQ# | REFERENCE LN | FD-RESC-Y-OBJT | SO-GOAL-FUNC | STE-T2-TY3-TYP4 | ABA NUM | ACCOUNT NUM | DESCRIPTION | AMOUNT |
|----------|-------------|-----------------------------|------|--------------|--|--------------|-----------------|---------|-------------|---------------------|------------------------|
| 44919726 | 000473/ | A-1 BATTERY CO. | | | | | | | | | |
| | | PV-230385 | | | 01-3213-0-4300.00-0000-8100-000-00-000-0000 | | | | | MAINT | 177.75 \$177.75 |
| | | ABATE-A-WEED | | | | 99 EFT | | | | | |
| 90108435 | 000606/ | PV-230382 | | | 01-3213-0-4300.00-0000-8100-000-00-000-0000 | | | | | MAINT | 176.10 \$176.10 |
| | | ADVANCE COMMUNICATIONS | | | | | | | | | |
| 44919727 | 001836/ | | | | | | | | | | |
| | | 230048 | | | 1. 01-3212-0-5800.00-1110-1000-000-00-000-0000 | | | | | TECH SUPPLIES | 1,764.75 \$1,764.75 |
| | | ADVANCED DATA STORAGE | | | | | | | | | |
| 44919728 | 002365/ | PV-230384 | | | 01-3212-0-5800.00-0000-2700-000-00-000-0000 | | | | | SHERDDING SERVICE | 106.95 \$106.95 |
| | | AMERICAN RED CROSS | | | | | | | | | |
| 44919729 | 000243/ | PV-230387 | | | 01-3212-0-5800.00-0000-7200-000-00-000-0000 | | | | | LIFEGUARDING FEE | 300.00 \$300.00 |
| | | AT&T | | | | | | | | | |
| 44919730 | 000340/ | PV-230463 | | | 01-3214-0-5900.00-0000-7200-000-00-000-0000 | | | | | PHONE | 2,271.34 \$2,271.34 |
| | | B S E | | | | 99 EFT | | | | | |
| 90108436 | 001113/ | PV-230392 | | | 01-0000-0-9510.02-0000-0000-000-00-000-0000 | | | | | 321266 | 97.37 \$97.37 |
| | | BAKERSFIELD FARP | | | | | | | | | |
| 44919731 | 001928/ | PV-230390 | | | 01-3213-0-5800.00-0000-8100-000-00-000-0000 | | | | | | 30.00 \$30.00 |
| | | BAKERSFIELD MOBLE LOCKSMITH | | | | | | | | | |
| 44919732 | 002551/ | PV-230464 | | | 01-3213-0-5800.00-0000-8100-000-00-000-0000 | | | | | 5922 | 385.00 \$385.00 |
| | | BOYS & GIRLS CLUB | | | | | | | | | |
| 44919733 | 002505/ | PV-230388 | | | 01-2600-0-5800.00-1110-1000-000-00-000-0000 | | | | | 5LEL0P23 & 4LEL0P23 | 82,500.00 |

KERN COUNTY SUPERINTENDENT OF SCHOOLS
COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 06/14/2023

DISTRICT: 040 LAKESIDE UNION SCHOOL DISTRICT
BATCH: 0018 PAYMENTS
FUND : 01 GENERAL FUND

| WARRANT | VENDOR/ADDR | NAME (REMIT) | REQ# | REFERENCE LN | FD-RESC-Y-ORJLT | SO-GOAL-FUNC-STE-T2-TY3-TYP4 | DEPOSIT TYPE | ABA NUM | ACCOUNT NUM | DESCRIPTION | AMOUNT |
|----------|-------------|-----------------------------|------|---|-----------------|------------------------------|---------------|---------|-------------|-------------|-------------|
| 44919734 | 002538/ | BRADY INDUSTRIES | | | | | | | | | \$82,500.00 |
| | | PV-230389 | | 01-3213-0-4300.00-0000-8100-000-000-0000 | | | WARRANT TOTAL | 291714 | | | 15,447.64 |
| 44919735 | 002470/ | CALIFORNIA LABOR LAW POSTER | | | | | WARRANT TOTAL | | | | \$15,447.64 |
| | | PV-230398 | | 01-3213-0-4300.00-0000-2700-000-000-0000 | | | WARRANT TOTAL | 2509398 | | | 562.00 |
| 44919736 | 000132/ | CALIFORNIA WATER SERVICE | | | | | WARRANT TOTAL | | | | \$562.00 |
| | | PV-230403 | | 01-3214-0-5500.00-0000-8100-002-00-000-0000 | | | WARRANT TOTAL | | | | 63.01 |
| 44919737 | 000941/ | CARTWRIGHT WHEEL AND BRAKE | | | | | WARRANT TOTAL | | | | \$63.01 |
| | | PV-230396 | | 01-3216-0-5800.00-0000-3600-000-000-0000 | | | WARRANT TOTAL | | | | 876.60 |
| 44919738 | 000297/ | CDT INCORPORATED | | | | | WARRANT TOTAL | | | | \$876.60 |
| | | PV-230393 | | 01-3216-0-5800.00-0000-3600-000-000-0000 | | | WARRANT TOTAL | | | | 185.00 |
| 90108437 | 002205/ | CINTAS CORPORATION | | | | | WARRANT TOTAL | | | | \$185.00 |
| | | PV-230402 | | 01-3214-0-4300.00-0000-8100-000-000-0000 | | | WARRANT TOTAL | | | | 1,044.53 |
| 44919739 | 000385/ | CITY OF BAKERSFIELD | | | | | WARRANT TOTAL | | | | \$1,044.53 |
| | | PV-230397 | | 01-3213-0-5500.00-0000-8100-000-000-0000 | | | WARRANT TOTAL | | | | 2,137.78 |
| 44919740 | 000307/ | DEPARTMENT OF JUSTICE | | | | | WARRANT TOTAL | | | | \$2,137.78 |
| | | PV-230461 | | 01-3214-0-5800.00-0000-7200-000-000-0000 | | | WARRANT TOTAL | | | | 684.00 |
| 44919741 | 002405/ | E3 DIAGNOSTICS | | | | | WARRANT TOTAL | | | | \$684.00 |
| | | PV-230399 | | 01-6547-0-5800.00-5001-3150-000-000-0000 | | | WARRANT TOTAL | | | | 175.01 |
| | | | | | | | WARRANT TOTAL | | | | \$175.01 |

KERN COUNTY SUPERINTENDENT OF SCHOOLS

COMMERCIAL WARRANT REGISTER

FOR WARRANTS DATED 06/14/2023

DISTRICT: 040 LAKESIDE UNION SCHOOL DISTRICT

BATCH: 0018 PAYMENTS

FUND : 01 GENERAL FUND

| WARRANT | VENDOR/ADDR | NAME (REMIT) | LN | FD-RESC-Y-OBJT | DEPOSIT TYPE | ABA NUM | ACCOUNT NUM | AMOUNT |
|----------|-------------|-------------------------------|----|---|---------------|---------------|-------------|--------------------------|
| 44919742 | 002523/ | EDUTECH GROUP | | | | | | |
| | | PV-230405 | | 01-3214-0-5800.00-0000-2700-000-00-000-0000 | WARRANT TOTAL | 0887 | | 9,400.00 \$9,400.00 |
| 44919743 | 001104/ | ELAN FINANCIAL SERVICES | | | | | | |
| | | PV-230400 | | 01-3213-0-4300.00-1110-1000-000-00-000-0000 | | VISA, ETC.... | | 18.84 |
| | | | | 01-3213-0-5800.00-0000-7200-000-00-000-0000 | | VISA, ETC.... | | 14.99 |
| | | | | 01-3214-0-4300.00-0000-8100-000-00-000-0000 | | VISA, ETC.... | | 25.99 |
| | | | | 01-3214-0-5800.00-0000-7200-000-00-000-0000 | | VISA, ETC.... | | 239.52 |
| | | | | 01-3214-0-5900.00-0000-7200-000-00-000-0000 | WARRANT TOTAL | VISA, ETC.... | | 239.99 \$539.33 |
| 44919744 | 002311/ | ESME COMFORT | | | | | | |
| | | PV-230404 | | 01-3213-0-5200.00-1110-1000-000-00-000-0000 | WARRANT TOTAL | MILEAGE | | 27.51 \$27.51 |
| 90108438 | 001178/ | INC EWING IRRIGATION PRODUCTS | | 99 EFT | | | | |
| | | PV-230401 | | 01-3214-0-4300.00-0000-8100-000-00-000-0000 | WARRANT TOTAL | MAINT | | 2,075.70 \$2,075.70 |
| 44919745 | 001026/ | FERGUSON ENTERPRISES | | | | | | |
| | | PV-230406 | | 01-3212-0-4300.00-0000-8100-000-00-000-0000 | WARRANT TOTAL | MAINT | | 402.42 \$402.42 |
| 44919746 | 001238/ | GALVAN TIRE SERVICE | | | | | | |
| | | PV-230410 | | 01-3216-0-5800.00-0000-3600-000-00-000-0000 | WARRANT TOTAL | MAINT | | 684.00 \$684.00 |
| 44919747 | 002485/ | GO TO COMMUNICATIONS | | | | | | |
| | | PV-230458 | | 01-0000-0-5500.00-0000-8100-000-00-000-0000 | WARRANT TOTAL | PHONE | | 15,596.44 \$15,596.44 |
| 44919748 | 001607/ | GOLDEN EMPIRE FLEET SERVICE | | | | | | |
| | | PV-230409 | | 01-3216-0-5800.00-0000-3600-000-00-000-0000 | WARRANT TOTAL | BUS REPAIRS | | 21,429.23 \$21,429.23 |

KERN COUNTY SUPERINTENDENT OF SCHOOLS
 COMMERCIAL WARRANT REGISTER
 FOR WARRANTS DATED 06/14/2023

DISTRICT: 040 LAKESIDE UNION SCHOOL DISTRICT

BATCH: 0018 PAYMENTS

FUND : 01 GENERAL FUND

| WARRANT | VENDOR/ADDR | NAME (REMIT) | REQ# | REFERENCE LN | FD-RESC-Y-OBJT | SO-GOAL-FUNC | STE-T2-TY3-TYP4 | ABA NUM | ACCOUNT NUM | DESCRIPTION | AMOUNT |
|----------|-------------|------------------------------|------|--|----------------|--------------|-----------------|---------|-------------|-------------------|------------|
| 44919749 | 001073/ | GOLDEN EMPIRE TOWING | | | | | | | | | |
| | | PV-230411 | | 01-3216-0-5800.00-0000-3600-000-000-0000 | | | | | | BUS TOW | 303.75 |
| | | | | | | | | | | WARRANT TOTAL | \$303.75 |
| 90108439 | 000515/ | GOPHER SPORT | | | | | | | | | |
| | | PV-230408 | | 01-3214-0-4300.00-1110-1000-000-000-0000 | | | | | | SUPPLIES | 1,109.79 |
| | | | | | | | | | | WARRANT TOTAL | \$1,109.79 |
| 44919750 | 001038/ | GORDON SERVICES | | | | | | | | | |
| | | PV-230413 | | 01-3214-0-5800.00-0000-2700-000-000-0000 | | | | | | CROSSING GUARD | 2,568.50 |
| | | | | | | | | | | WARRANT TOTAL | \$2,568.50 |
| 44919751 | 002042/ | GOVERNMENT FINANCIAL | | | | | | | | | |
| | | PV-230407 | | 01-3214-0-5800.00-0000-7200-000-000-0000 | | | | | | FEE | 4,725.00 |
| | | | | | | | | | | WARRANT TOTAL | \$4,725.00 |
| 44919752 | 001214/ | BROOKE GREER | | | | | | | | | |
| | | PV-230412 | | 01-3212-0-4300.00-1110-1000-000-000-0000 | | | | | | REIMB | 165.25 |
| | | | | | | | | | | WARRANT TOTAL | \$165.25 |
| 44919753 | 000341/ | H P S PLUMBING SERVICES INC. | | | | | | | | | |
| | | PV-230416 | | 01-0000-0-5600.00-0000-8100-000-000-0000 | | | | | | PLUMBING SERVICES | 4,601.06 |
| | | | | | | | | | | WARRANT TOTAL | \$4,601.06 |
| 44919754 | 000320/ | HOME DEPOT CREDIT SERVICES | | | | | | | | | |
| | | PV-230456 | | 01-3214-0-4300.00-0000-8100-000-000-0000 | | | | | | MAINT SUPPLIES | 2,838.23 |
| | | | | | | | | | | WARRANT TOTAL | \$2,838.23 |
| 44919755 | 002472/ | HUNSAKER BROTHERS | | | | | | | | | |
| | | PV-230414 | | 01-3212-0-5800.00-1110-1000-000-000-0000 | | | | | | SHAVE ICE | 750.00 |
| | | | | | | | | | | WARRANT TOTAL | \$750.00 |
| 44919756 | 002138/ | ILLUMINATE EDUCATION | | | | | | | | | |
| | | PV-230420 | | 01-3213-0-5200.00-1110-1000-000-000-0000 | | | | | | 320054 | 500.00 |
| | | | | | | | | | | WARRANT TOTAL | \$500.00 |
| 90108440 | 000174/ | IMAGE 2000 | | | | | | | | | |
| | | PV-230459 | | 01-3214-0-4300.00-1110-1000-000-000-0000 | | | | | | SUPPLIES | 4,660.11 |
| | | | | | | | | | | WARRANT TOTAL | |

APY250 L.00.06

DISTRICT: 040 LAKE SIDE UNION SCHOOL DISTRICT
BATCH: 0018 PAYMENTS
FUND : 01 GENERAL FUND

KERN COUNTY SUPERINTENDENT OF SCHOOLS
COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 06/14/2023

DISTRICT: 040 LAKESIDE UNION SCHOOL DISTRICT
BATCH: 0018 PAYMENTS
FUND : 01 GENERAL FUND

| WARRANT | VENDOR/ADDR REQ# | NAME (REMIT) REFERENCE IN | FD-PESC-Y-OBJT | SO-GOAL-FUNC-STE-T2-TY3-TYP4 | DEPOSIT TYPE | ABA NUM | ACCOUNT NUM DESCRIPTION | AMOUNT |
|----------|------------------|--------------------------------|-----------------|-------------------------------|-------------------------------|----------------|-------------------------|---------------------|
| 44919757 | 001045/ | INFINITY COMMUNICATIONS | | | | | | \$4,660.11 |
| | | PV-230419 | 01-3212-0-5800. | 00-0000-7200-000-00-0000-0000 | WARRANT TOTAL | 15447 | | 875.00 \$875.00 |
| 44919758 | 002553/ | INSIGHTS ASSESSMENT & COUNSEL | | | | | | |
| | | PV-230466 | 01-3212-0-5800. | 00-1110-1000-000-00-0000-0000 | WARRANT TOTAL | 1345 | | 3,900.00 \$3,900.00 |
| 44919759 | 002476/ | ISAAC MEZA | | | | | | |
| | | PV-230426 | 01-3213-0-5200. | 00-1110-1000-000-00-0000-0000 | WARRANT TOTAL | MILEAGE | | 84.89 \$84.89 |
| 44919760 | 000049/ | KERN COUNTY SCHOOL BOARDS ASSN | | | | | | |
| | | PV-230415 | 01-3213-0-5200. | 00-0000-7200-000-00-0000-0000 | WARRANT TOTAL | TRUSTEE DINNER | | 180.00 \$180.00 |
| 44919761 | 000094/ | KERN COUNTY SUPT OF SCHOOLS | | | | | | |
| | | PV-230418 | 01-3213-0-5200. | 00-0000-2700-000-00-0000-0000 | WORKSHOP, SCHOOL LEGAL | | | 1,007.86 |
| | | | 01-3213-0-5200. | 00-0000-2700-000-00-0000-0000 | WORKSHOP, SCHOOL LEGAL | | | 90.00 |
| | | | 01-3213-0-5200. | 00-0000-7200-000-00-0000-0000 | WORKSHOP, SCHOOL LEGAL | | | 30.00 |
| | | | 01-3213-0-5800. | 00-0000-7200-000-00-0000-0000 | WORKSHOP, SCHOOL LEGAL | | | 41.87 |
| | | PV-230437 | 01-3217-0-5800. | 00-0000-3600-000-00-0000-0000 | FIELD TRIP\TRANS | | | 6,059.75 \$7,229.48 |
| 44919762 | 002554/ | KERN GENERAL CONSTRUCTION | | | | | | |
| | | PV-230467 | 01-0000-0-5600. | 00-0000-8100-001-00-0000-0000 | MAINT | | | 2,850.00 \$2,850.00 |
| 44919763 | 000122/ | KERN TROPHIES | | | | | | |
| | | PV-230421 | 01-3212-0-4300. | 00-0000-7200-000-00-0000-0000 | AWARDS | | | 342.07 \$342.07 |
| 44919764 | 002438/ | LEARNING PLUS ASSOCIATES | | | | | | |
| | | 230052 | PO-230052 | 1. 01-7435-0-4200. | 00-1110-1000-000-00-0000-0000 | SUMMER SCHOOL | | 4,547.85 |

DISTRICT: 040 LAKEVIEW UNION SCHOOL DISTRICT
 BATCH: 0018 PAYMENTS
 FUND : 01 GENERAL FUND

KERN COUNTY SUPERINTENDENT OF SCHOOLS
 COMMERCIAL WARRANT REGISTER
 FOR WARRANTS DATED 06/14/2023

| WARRANT | VENDOR/ADDR REQ# | NAME (REMIT) REFERENCE | LN | FD-RESC-Y-OBJT | DEPOSIT TYPE SO-GOAL-FUNC-STE-T2-TY3-TYP4 | ABA NUM ACCOUNT NUM DESCRIPTION | AMOUNT |
|----------|------------------|-------------------------------|----|----------------|---|---------------------------------|-------------|
| 44919765 | 000589/ | LINCOLN AQUATICS | | | | | |
| | | PV-230423 | | 01-3212-0-4300 | 00-0000-8100-000-000-0000 | POOL SUPPLIES | 4,308.56 |
| | | | | | | WARRANT TOTAL | \$4,308.56 |
| 44919766 | 000660/ | M&S SECURITY SERVICES | | | | | |
| | | PV-230425 | | 01-3212-0-5800 | 00-0000-2700-000-000-0000 | SECURITY | 3,404.38 |
| | | | | | | WARRANT TOTAL | \$3,404.38 |
| 44919767 | 000115/ | MCMOR CHLORINATION | | | | | |
| | | PV-230427 | | 01-3216-0-5800 | 00-0000-8100-000-000-0000 | WATER TREATMENT | 1,495.75 |
| | | PV-230438 | | 01-3216-0-5800 | 00-0000-8100-000-000-0000 | WATER TREATMENT | 698.00 |
| | | | | | | WARRANT TOTAL | \$2,193.75 |
| 44919768 | 002528/ | INC MORTON AND BROWN PLUMBING | | | | | |
| | | PV-230424 | | 01-3213-0-5800 | 00-0000-8100-000-000-0000 | | 125.00 |
| | | N2Y | | | | 48061 | \$125.00 |
| 44919770 | 800964/ | OFFICE DEPOT | | | | | |
| | | PV-230430 | | 01-3212-0-4300 | 00-1110-1000-000-000-0000 | INV-1060362 | 154.99 |
| | | | | | | WARRANT TOTAL | \$154.99 |
| 90108441 | 002234/ | OPEN & SHUT ENTERPRISES | | | | | |
| | | PV-230428 | | 01-3212-0-4300 | 00-1110-1000-000-000-0000 | SUPPLIES | 55.03 |
| | | | | | | WARRANT TOTAL | \$55.03 |
| 44919771 | 000061/ | P G & E | | | | | |
| | | PV-230395 | | 01-3213-0-5800 | 00-0000-8100-000-000-0000 | MAINT | 450.00 |
| | | | | | | WARRANT TOTAL | \$450.00 |
| 44919772 | 002389/ | PATRICK WADMAN | | | | | |
| | | PV-230457 | | 01-3214-0-5500 | 00-0000-8100-001-000-000-0000 | PGE | 14,195.88 |
| | | | | | | WARRANT TOTAL | 35,354.43 |
| | | | | | | WARRANT TOTAL | \$49,550.31 |
| | | PV-230422 | | 01-3212-0-5800 | 00-1110-1000-000-000-0000 | SPEECH | 800.00 |

KERN COUNTY SUPERINTENDENT OF SCHOOLS
COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 06/14/2023

DISTRICT: 040 LAKESIDE UNION SCHOOL DISTRICT
BATCH: 0018 PAYMENTS
FUND : 01 GENERAL FUND

[illegible]

APY250 L.00.06

APY250 L.00.06

DISTRICT: 040 LAKESIDE UNION SCHOOL DISTRICT

RATCH: 0018 PAYMENTS

FUND : 01 GENERAL FUND

KERN COUNTY SUPERINTENDENT OF SCHOOLS

COMMERCIAL WARRANT REGISTER

FOR WARRANTS DATED 06/14/2023

| WARRANT | VENDOR/ADDR REQ# | NAME (REMIT) REFERENCE LN | FD-RESC-Y-OBJT | SO-GOAL-FUNC-SITE | T2-TV3-TYP4 | ABA NUM DESCRIPTION | ACCOUNT NUM | AMOUNT |
|----------|---------------------|------------------------------|---|-------------------|-------------|------------------------|-------------|------------|
| 44919781 | 000225/ | SCHOLASTIC INC | | | | | | |
| | | PV-230446 | 01-3212-0-4300.00-1110-1000-00-000-0000 | | | SUPPLIES | | 260.25 |
| | | | 01-3213-0-4300.00-1110-1000-00-000-0000 | | | SUPPLIES | | 36.26 |
| | | | WARRANT TOTAL | | | | | \$296.51 |
| 90108443 | 000731/ | SCHOOL NURSE SUPPLY INC. | 99 EFT | | | | | |
| | | PV-230444 | 01-3218-0-4300.00-0000-3140-000-00-000-0000 | | | SUPPLIES | | 1,040.69 |
| | | | WARRANT TOTAL | | | | | \$1,040.69 |
| 90108444 | 000067/ | SCHOOL SPECIALITY INC. | 99 EFT | | | | | |
| | | PV-230451 | 01-3212-0-4300.00-1110-1000-00-000-0000 | | | SUPPLIES | | 361.65 |
| | | | WARRANT TOTAL | | | | | \$361.65 |
| 44919782 | 002544/ | SILVAS OIL COMPANY | | | | | | |
| | | PV-230439 | 01-3216-0-5800.00-0000-3600-000-00-000-0000 | | | | | 2,328.66 |
| | | | WARRANT TOTAL | | | | | \$2,328.66 |
| 44919783 | 001628/ | SISC III | | | | | | |
| | | PV-230449 | 01-3216-0-5800.00-0000-7100-000-00-000-0000 | | | DEDUCTIBLE | | 1,000.00 |
| | | | WARRANT TOTAL | | | | | \$1,000.00 |
| 44919784 | 000564/ | SPURR | | | | | | |
| | | PV-230443 | 01-3214-0-5500.00-0000-8100-001-00-000-0000 | | | NATURAL GAS | | 2,202.35 |
| | | | 01-3214-0-5500.00-0000-8100-002-00-000-0000 | | | NATURAL GAS | | 2,202.34 |
| | | | WARRANT TOTAL | | | | | \$4,404.69 |
| 44919785 | 002547/ | STAR ELECTRIC | | | | | | |
| | | PV-230445 | 01-3217-0-5800.00-0000-8100-000-00-000-0000 | | | POOL MAINT | | 631.01 |
| | | | WARRANT TOTAL | | | | | \$631.01 |
| 44919786 | 002490/ | STS EDUCATION | | | | | | |
| | 230050 | PO-230050 | 1. 01-3212-0-4300.00-1110-1000-00-000-0000 | | | TECH SUPPLIES | | 182.94 |
| | | | WARRANT TOTAL | | | | | \$182.94 |
| 44919787 | 001046/ | SULLY AND SON HYDRAULICS | | | | | | |
| | | PV-230441 | 01-3217-0-5800.00-0000-8100-000-00-000-0000 | | | MAINT | | 4,651.68 |

DISTRICT: 040 LAKESIDE UNION SCHOOL DISTRICT
 BATCH: 0018 PAYMENTS
 FUND : 01 GENERAL FUND

| WARRANT | VENDOR/ADDR REQ# | NAME (REMIT) REFERENCE | LN | FD-RESC-Y-OBJT | DEPOSIT TYPE SO-GOAL-FUNC-STE-T2-TY3-TYP4 | ABA NUM DESCRIPTION | ACCOUNT NUM | AMOUNT |
|----------|------------------|-------------------------------|----|----------------|---|---------------------------|-----------------|-------------|
| 90108445 | 000011/ | THE BAKERSFIELD CALIFORNIAN | | | 99 EFT | WARRANT TOTAL | | \$4,651.68 |
| | | PV-230391 | | 01-3213-0-5800 | 00-0000-7200-000-000-0000 | AD | | 264.56 |
| | | | | | WARRANT TOTAL | | | \$264.56 |
| 44919788 | 002101/ | U.S. BANK EQUIPMENT FINANCE | | | | | | |
| | | PV-230452 | | 01-3214-0-5600 | 00-0000-2700-000-000-0000 | LEASE | | 1,932.28 |
| | | | | | WARRANT TOTAL | | | \$1,932.28 |
| 44919789 | 000454/ | VERIZON WIRELESS | | | | | | |
| | | PV-230454 | | 01-3214-0-5900 | 00-0000-7200-000-000-0000 | CELL PHONE | | 1,098.88 |
| | | | | | WARRANT TOTAL | | | \$1,098.88 |
| 90108446 | 002193/ | VERNON C. SORENSON MD | | | 99 EFT | | | |
| | | PV-230448 | | 01-3216-0-5800 | 00-0000-3600-000-000-0000 | DOT | | 90.00 |
| | | | | | WARRANT TOTAL | | | \$90.00 |
| 44919790 | 001998/ | WELLS FARGO FINANCIAL LEASING | | | | | | |
| | | PV-230453 | | 01-3214-0-5600 | 00-0000-2700-000-000-0000 | LEASE | | 1,795.50 |
| | | | | | WARRANT TOTAL | | | \$1,795.50 |
| 44919791 | 002356/ | WEX BANK | | | | | | |
| | | PV-230455 | | 01-3214-0-4300 | 00-0000-8100-000-000-0000 | FUEL | | 5,000.00 |
| | | | | | WARRANT TOTAL | | | \$5,000.00 |
| 44919792 | 002555/ | WITCHER ELECTRIC | | | | | | |
| | | PV-230468 | | 01-3216-0-5800 | 00-0000-8100-000-000-0000 | POOL PUMP | | 491.19 |
| | | | | | WARRANT TOTAL | | | \$491.19 |
| 44919793 | 000716/ | WORK FORCE STAFFING | | | | | | |
| | | PV-230462 | | 01-3217-0-5800 | 00-0000-8100-000-000-0000 | EXTRA STAFFING | | 9,481.76 |
| | | | | | WARRANT TOTAL | | | \$9,481.76 |
| 90108447 | 001655/ | ZANER-BLOSER | | | 99 EFT | | | |
| | | 230039 | | PO-230039 | 1. 01-3212-0-4200 | 00-1110-1000-000-000-0000 | PHONICS PROGRAM | 12,304.01 |
| | | | | | | WARRANT TOTAL | | \$12,304.01 |

APY250 L.00.06

APY250 L.00.06

DISTRICT: 040 LAKESIDE UNION SCHOOL DISTRICT
BATCH: 0018 PAYMENTS
FUND : 01 GENERAL FUND

KERN COUNTY SUPERINTENDENT OF SCHOOLS
COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 06/14/2023

06/14/23 PAGE 10

| WARRANT | VENDOR/ADDR REQ# | NAME (REMIT) REFERENCE LN | FD-RESC-Y-OBJT-SO-GOAL-FUNC-ST-E-T2-TY3-TYP4 | DEPOSIT TYPE DESCRIPTION | ABA NUM ACCOUNT NUM | AMOUNT |
|----------|---------------------|------------------------------|--|-----------------------------|-------------------------|----------------|
| *** FUND | TOTALS *** | | | | | |
| | | | TOTAL NUMBER OF CHECKS: | 68 | TOTAL AMOUNT OF CHECKS: | \$298,926.46** |
| | | | TOTAL ACH GENERATED: | 0 | TOTAL AMOUNT OF ACH: | \$-.00* |
| | | | TOTAL EFT GENERATED: | 13 | TOTAL AMOUNT OF EFT: | \$24,482.25** |
| | | | TOTAL PAYMENTS: | 81 | TOTAL AMOUNT: | \$323,408.71* |

| WARRANT | VENDOR/ADDR | NAME (REMIT) | REQ# | REFERENCE LN | FD-RESC-Y-OBJT | SO-GOAL-FUNC-STE-T2-TY3-TYP4 | DEPOSIT TYPE | ABA NUM | ACCOUNT NUM | DESCRIPTION | AMOUNT |
|----------|-------------|---------------------------|------|--------------|---|------------------------------|--------------|---------|-------------|-------------------------|--------------|
| 44919794 | 002203/ | HARRIS SCHOOL SOLUTIONS | | | | | | | | | |
| | | PV-230417 | | | 13-5310-0-5800.00-0000-3700-000-00-000-0000 | | | | | FEE | 2.50 |
| | | | | | | | | | | WARRANT TOTAL | \$2.50 |
| 44919795 | 001326/ | TAFT CITY SCHOOL DISTRICT | | | | | | | | | |
| | | PV-230460 | | | 13-5310-0-4700.00-0000-3700-000-00-000-0000 | | | | | LUNCHES | |
| | | | | | | | | | | WARRANT TOTAL | |
| *** FUND | TOTALS *** | | | | | | | | | | |
| | | | | | | | | | | TOTAL NUMBER OF CHECKS: | 2 |
| | | | | | | | | | | TOTAL ACH GENERATED: | 0 |
| | | | | | | | | | | TOTAL EFT GENERATED: | 0 |
| | | | | | | | | | | TOTAL PAYMENTS: | 2 |
| | | | | | | | | | | TOTAL AMOUNT OF CHECKS: | 95,758.25 |
| | | | | | | | | | | TOTAL AMOUNT OF ACH: | \$95,758.25 |
| | | | | | | | | | | TOTAL AMOUNT OF EFT: | \$95,760.75* |
| | | | | | | | | | | TOTAL AMOUNT: | \$95,760.75* |

DISTRICT: 040 LAKESIDE UNION SCHOOL DISTRICT
BATCH: 0018 PAYMENTS
FUND : 21 BUILDING FUND - BOND PROCEEDS

KERN COUNTY SUPERINTENDENT OF SCHOOLS
COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 06/14/2023

| WARRANT | VENDOR/ADDR | REQ# | NAME (REMIT) | LN | FD-RESC-Y-OBJT | SO-GOAL-FUNC | STE-T2-TY3-TYP4 | ABA NUM | ACCOUNT NUM | DESCRIPTION | AMOUNT |
|----------|-------------|------------|------------------------------|----|---|--------------|-----------------|---------|-------------|-------------------------|--------------|
| 44919796 | 002402/ | | ADVANCE COMMUNICATION & CON. | | | | | | | | |
| | | | PV-230383 | | 21-0000-0-5800.00-0000-8500-001-00-000-0000 | | | | | CAMERA INSTALLATION | 5,500.46 |
| | | | | | 21-0000-0-5800.00-0000-8500-002-00-000-0000 | | | | | CAMERA INSTALLATION | 3,310.03 |
| | | | | | | | | | | WARRANT TOTAL | \$8,810.49 |
| 44919797 | 002489/ | | AMS.NET | | | | | | | | |
| | | | PV-230386 | | 21-0000-0-5800.00-0000-8500-001-00-000-0000 | | | | | E-RATE PROJECT | 9,667.99 |
| | | | | | | | | | | WARRANT TOTAL | \$9,667.99 |
| 90108448 | 000011/ | | THE BAKERSFIELD CALIFORNIAN | | | | | | | | |
| | | | PV-230391 | | 21-0000-0-5800.00-0000-8500-000-00-000-0000 | | | | | AD | 489.72 |
| | | | | | | | | | | WARRANT TOTAL | \$489.72 |
| *** | FUND | TOTALS *** | | | | | | | | | |
| | | | | | | | | | | TOTAL AMOUNT OF CHECKS: | \$18,478.48* |
| | | | | | | | | | | TOTAL AMOUNT OF ACH: | \$.00* |
| | | | | | | | | | | TOTAL AMOUNT OF EFT: | \$489.72* |
| | | | | | | | | | | TOTAL AMOUNT: | \$18,968.20* |

DISTRICT: 040 LAKESIDE UNION SCHOOL DISTRICT
 BATCH: 0018 PAYMENTS
 FUND : 25 CAPITAL FACILITIES FUND
 COMMERCIAL WARRANT REGISTER
 FOR WARRANTS DATED 06/14/2023

| WARRANT | VENDOR/ADDR | NAME (REMIT) | REQ# | REFERENCE | LN | FD-RESC-Y-OBJT | DEPOSIT TYPE | ABA NUM | ACCOUNT NUM | AMOUNT |
|--------------|-------------|------------------------------|------|-----------|----|---|------------------------------|---------------|-------------------------|---------------|
| | | | | | | | SO-GOAL-FUNC-STR-T2-TY3-TYP4 | | DESCRIPTION | |
| 44919798 | 000289/ | DIVISION OF STATE ARCHITECT | | | | | | | | |
| | | | | PV-230394 | | 25-0000-0-5800.00-0000-8500-000-000-0000 | WARRANT TOTAL | OMA#2023-2278 | | 9,140.00 |
| | | | | | | | | | | \$9,140.00 |
| 44919799 | 002552/ | CONTROL FIRE PROTECTION | | | | | | | | |
| | | | | PV-230465 | | 25-0000-0-5800.00-0000-8500-001-00-000-0000 | WARRANT TOTAL | 73810 | | 600.00 |
| | | | | | | | | | | \$600.00 |
| 44919800 | 002487/ | ORDIZ-MELBY | | | | | | | | |
| | | | | PV-230429 | | 25-0000-0-5800.00-0000-8500-001-00-000-0000 | WARRANT TOTAL | | PRO SERVICES | 14,778.00 |
| | | | | | | | | | | \$14,778.00 |
| 44919801 | 002514/ | SCHOOL FACILITY CONSULTANTS | | | | | | | | |
| | | | | PV-230440 | | 25-0000-0-5800.00-0000-8500-000-000-0000 | WARRANT TOTAL | | PRO FEE | 2,711.25 |
| | | | | | | | | | | \$2,711.25 |
| 44919802 | 002556/ | WEATHERPROOFING TECHNOLOGIES | | | | | | | | |
| | | | | PV-230469 | | 25-0000-0-5800.00-0000-8500-001-00-000-0000 | WARRANT TOTAL | | MAINT | 25,879.17 |
| | | | | | | | | | | 14,990.40 |
| | | | | | | | | | | \$40,869.57 |
| *** FUND | TOTALS *** | | | | | | | | | |
| | | TOTAL NUMBER OF CHECKS: | 5 | | | | | | TOTAL AMOUNT OF CHECKS: | \$68,098.82* |
| | | TOTAL ACH GENERATED: | 0 | | | | | | TOTAL AMOUNT OF ACH: | \$0.00* |
| | | TOTAL EFT GENERATED: | 0 | | | | | | TOTAL AMOUNT OF EFT: | \$0.00* |
| | | TOTAL PAYMENTS: | 5 | | | | | | TOTAL AMOUNT: | \$68,098.82* |
| *** BATCH | TOTALS *** | | | | | | | | | |
| | | TOTAL NUMBER OF CHECKS: | 77 | | | | | | TOTAL AMOUNT OF CHECKS: | \$481,264.51* |
| | | TOTAL ACH GENERATED: | 0 | | | | | | TOTAL AMOUNT OF ACH: | \$0.00* |
| | | TOTAL EFT GENERATED: | 14 | | | | | | TOTAL AMOUNT OF EFT: | \$24,971.97* |
| | | TOTAL PAYMENTS: | 91 | | | | | | TOTAL AMOUNT: | \$506,236.48* |
| *** DISTRICT | TOTALS *** | | | | | | | | | |
| | | TOTAL NUMBER OF CHECKS: | 77 | | | | | | TOTAL AMOUNT OF CHECKS: | \$481,264.51* |
| | | TOTAL ACH GENERATED: | 0 | | | | | | TOTAL AMOUNT OF ACH: | \$0.00* |
| | | TOTAL EFT GENERATED: | 14 | | | | | | TOTAL AMOUNT OF EFT: | \$24,971.97* |
| | | TOTAL PAYMENTS: | 91 | | | | | | TOTAL AMOUNT: | \$506,236.48* |

KERN COUNTY SUPERINTENDENT OF SCHOOLS
COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 07/06/2023

APY250 I.00.06

DISTRICT: 040 LAKESIDE UNION SCHOOL DISTRICT
EATCH: 0001 PAYMENTS
FUND : 01 GENERAL FUND

| WARRANT | VENDOR/ADDR | NAME (REMITT) | DEPOSIT TYPE | ABA NUM | ACCOUNT NUM | |
|----------|-------------|---------------|--------------|----------------|------------------------------|-------------|
| | REQ# | REFERENCE | LN | FD-RESC-Y-OBJT | SO-GOAL-FUNC-STE-T2-TY3-TYP4 | DESCRIPTION |
| 44925162 | 002290/ | FRANCHISE TAX | BOARD | | | |

| | | | | | |
|-------------------------|------------|----------------|---|---------------|-------------|
| 44925163 | 000752/ | PV-240001 | 01-0000-0-9510.02-0000-0000-00-000-0000 | WARRANT TOTAL | 200.00 |
| | | JENNIFER WOLFF | | | \$200.00 |
| *** FUND | TOTALS *** | PV-240002 | 01-0000-0-9510.02-0000-0000-00-000-0000 | WARRANT TOTAL | 1,794.62 |
| | | | | | \$1,794.62 |
| | | | TOTAL NUMBER OF CHECKS: | 2 | \$1,994.62* |
| | | | TOTAL ACH GENERATED: | 0 | \$0.00* |
| | | | TOTAL EFT GENERATED: | 0 | \$0.00* |
| | | | TOTAL PAYMENTS: | 2 | \$1,994.62* |
| *** BATCH TOTALS *** | | | TOTAL NUMBER OF CHECKS: | 2 | \$1,994.62* |
| | | | TOTAL ACH GENERATED: | 0 | \$0.00* |
| | | | TOTAL EFT GENERATED: | 0 | \$0.00* |
| | | | TOTAL PAYMENTS: | 2 | \$1,994.62* |
| *** DISTRICT TOTALS *** | | | TOTAL NUMBER OF CHECKS: | 2 | \$1,994.62* |
| | | | TOTAL ACH GENERATED: | 0 | \$0.00* |
| | | | TOTAL EFT GENERATED: | 0 | \$0.00* |
| | | | TOTAL PAYMENTS: | 2 | \$1,994.62* |

| WARRANT | VENDOR/ADDR | REQ# | REFERENCE | LN | FD-RESC-Y-OBJT | SO GOAL-FUNC | STB-T2-TY3-TYP4 | ABA NUM | ACCOUNT NUM | DESCRIPTION | AMOUNT |
|--------------|-------------|------|------------------------|----|---|--------------|-----------------|---------|-------------|-------------------------|-------------|
| 44930247 | 002557/ | | BRANDON'S TRANSMISSION | | | | | | | | |
| | | | PV-240003 | | 01-0000-0-5800.00-0000-3600-000-00-000-0000 | | | | | 7834 | 1,247.43 |
| | | | | | | | | | | WARRANT TOTAL | \$1,247.43 |
| 44930248 | 002430/ | | TILE SAVERS | | | | | | | | |
| | | | PV-240004 | | 01-0000-0-5600.00-0000-8100-001-00-000-0000 | | | | | POOL MAINT | 4,925.38 |
| | | | | | | | | | | WARRANT TOTAL | \$4,925.38 |
| *** FUND | TOTALS *** | | | | TOTAL NUMBER OF CHECKS: | 2 | | | | TOTAL AMOUNT OF CHECKS: | \$6,172.81* |
| | | | | | TOTAL ACH GENERATED: | 0 | | | | TOTAL AMOUNT OF ACH: | \$0.00* |
| | | | | | TOTAL EFT GENERATED: | 0 | | | | TOTAL AMOUNT OF EFT: | \$0.00* |
| | | | | | TOTAL PAYMENTS: | 2 | | | | TOTAL AMOUNT: | \$6,172.81* |
| *** BATCH | TOTALS *** | | | | TOTAL NUMBER OF CHECKS: | 2 | | | | TOTAL AMOUNT OF CHECKS: | \$6,172.81* |
| | | | | | TOTAL ACH GENERATED: | 0 | | | | TOTAL AMOUNT OF ACH: | \$0.00* |
| | | | | | TOTAL EFT GENERATED: | 0 | | | | TOTAL AMOUNT OF EFT: | \$0.00* |
| | | | | | TOTAL PAYMENTS: | 2 | | | | TOTAL AMOUNT: | \$6,172.81* |
| *** DISTRICT | TOTALS *** | | | | TOTAL NUMBER OF CHECKS: | 2 | | | | TOTAL AMOUNT OF CHECKS: | \$6,172.81* |
| | | | | | TOTAL ACH GENERATED: | 0 | | | | TOTAL AMOUNT OF ACH: | \$0.00* |
| | | | | | TOTAL EFT GENERATED: | 0 | | | | TOTAL AMOUNT OF EFT: | \$0.00* |
| | | | | | TOTAL PAYMENTS: | 2 | | | | TOTAL AMOUNT: | \$6,172.81* |

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, 2022 (for period Jul 1 – Sep 30)
☐ Jan 1, 2023 (for period Oct – Dec 31)
☐ April 1, 2023 (for period Jan 1 – Mar 31)
☒ July 1, 2023 (for period Apr 1 – Jun 30)

Date for information to be reported publicly at governing board meeting: August 8, 2023

Please check the box that applies:

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

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

Ty Bryson

Print Name of District Superintendent

Signature of District Superintendent

**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, July 1, 2023 by and between the Lakeside Union School District, a public school district and a political subdivision of the State of California, Kern County, hereinafter referred to as the "District," and the Boys & Girls Clubs of Kern County, a private non-profit organization hereinafter referred to the "Contractor" (hereinafter referred to collectively as, "Parties".)

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 July 1, 2023 and will continue until August 1, 2023 or until such time as the District no longer receives funds to deliver the Services for the benefit of District students or the Agreement is terminated in accordance with the terms of this Agreement, whichever comes first.

3. **Program Location.** The Contractor shall provide the Services at the following site (collectively, "District Facilities"):
- **Suburu School 7315 Harris Road Bakersfield, CA 93313**
4. **Submittal of Documents.** The Contractor shall not commence the Services under the terms of this Agreement until the Contractor has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:
- X Signed Agreement
 - X Workers' Compensation Certificate (Attached as **Exhibit "B"**)
 - X Insurance Certificates and Endorsements
 - X W-9 Form
 - X Fingerprinting/Criminal Background Investigation Certification (Attached as **Exhibit "C"**)
 - X Tuberculosis Clearance (Attached as **Exhibit "D"**)
5. **Priority of Use.** Throughout the term of this Agreement, District programs, including athletic and recreational programs, shall take precedence and priority over the Contractor's right to use District Facilities. The Contractor's use of District Facilities shall be solely for the Contractor's performance of the Services. Any use of District Facilities for other than the Contractor's performance of the Services is prohibited without the prior written consent of the District.
6. **Compensation.** The District agrees to pay the Contractor for Services rendered pursuant to this Agreement a total fee not to exceed Sixty-Three Thousand Nine Hundred Eighty-Five Dollars (\$63,985) for the 2023 Summer Program ("Total Compensation"). The Total Compensation shall be paid to the Contractor over the 2023 Summer Program, which shall consist of Twenty-One (21) days. The District shall pay the Contractor according to the following terms and conditions on the following date:
- July 1, 2023 (\$63,985)**
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 Twelve (12) staff members to provide services under this Agreement as follows:
- Suburu Elementary School (12)

Prior to commencing the performance of Services pursuant to this Agreement, the Contractor shall require its employees to submit evidence of an examination within the past sixty (60) days

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

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

designated District Staff regarding any issues or conflicts that might arise concerning the use of space, equipment, student safety and security, or other items covered by this Agreement.

15. **District Facility Usage.** The District Facilities to be used are classrooms, the cafeteria, and playground at each site. The Contractor will clean up and return items to their original location at the end of each day.

- 15.1 **Computer Accounts.** Certain members of the Contractor's staff may be assigned a District computer account to use for Program-related purposes. District equipment shall be used by the Contractor in accordance with applicable law and District policy and procedure. Only the staff person actually assigned the District computer account may use said account. No sharing of District computer accounts amongst the Contractor staff is permitted.

16. **Materials.** The Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement, except as follows:

- 16.1 Program supplies for the activities delivered by the Contractor will be provided by the Contractor.

17. **Field Trips.** The Contractor shall sponsor and must obtain advance approval from the District for any field trips or other off-site travel planned for students in the Program. Signed parental/guardian permission forms with appropriate release of liability for the District and the Contractor, attached hereto as **Exhibit "E"**, must be obtained in advance for each participating student. Any activity organized by the Contractor shall be considered an activity in the sole control and direction of the Contractor. The Contractor shall assume all responsibility for the care and control of students will participation in any activity, whether on-site or off-site that is offered as part of the Program.

18. **Parental Visits.** The Contractor shall provide for reasonable parental access to all of District's Facilities being used by the Contractor to the extent allowed by applicable law. The Contractor shall ensure that parental visits are in agreement with applicable court orders, if any.

19. **Medication.** The Contractor shall ensure that medications are distributed and/or administered to students participating in the Program only when there is a written statement on file with both the Contractor and the District from a licensed physician detailing the type, administration, method, amount, and time schedule of how the medication is administered. The Contractor shall not distribute or administer any prescribed medication to any student unless pursuant to a written statement by the student's parent on file with both the Contractor and the District. The Contractor shall keep a written log of medication dispensation and/or administration. Any change in medication dispensation or administration (such as method, amount, and schedule) by the Contractor must be previously authorized in writing by a licensed physician and parent on file with the Contractor and the District.

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

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

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

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

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

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

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

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

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

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

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

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

25.2.4 All policies shall be written on an occurrence form.

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

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

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

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

CONTRACTOR:

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

DISTRICT:

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

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

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

incorporated herein by reference.

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

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

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

By: _____

Title: _____

**Lakeside Union School District
(DISTRICT)**

By: _____

Title: _____

Information regarding Contractor:

Contractor: Boys & Girls Clubs of Kern County

License No.: _____

Address: PO BIN 5J
Bakersfield, CA 93385

Telephone: (661) 325-3730

Facsimile: (661) 325-2118

E-Mail: zanesmith@bgclubsofkerncounty.org

Type of Business Entity:

____ Individual

____ Sole Proprietorship

____ Partnership

____ Limited Partnership

____ Corporation, State: _____

____ Limited Liability Company

X Other: 501c3

Employer Identification and/or Social
Security Number

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

EXHIBIT "A"

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

The Contractor shall provide the following Services:

1. Educational and literacy enrichment activities at the school sites listed in the Agreement from 7 a.m. until at least 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 2023 Summer Program June 5 - Jun 30 (150 Students)

Staffing Budget (19 School Days and 2 Days Training)

| LOCATION | # OF EMPLOY. | Rate | Hours | Days | PST (1 hr for every 30 up to 24 hrs) | SUBTOTAL | PAYROLL TAX/ INSUR. | TOTAL |
|----------------------------|--------------|------|-------|------|---|-----------------|------------------------|-----------------|
| Activity Leaders | 8 | 17 | 5.5 | 17 | \$3,264 | \$15,980 | \$3,894 | \$19,874 |
| Program Director | 1 | 20 | 5.5 | 17 | \$480 | \$2,350 | \$573 | \$2,923 |
| AM Activity Leaders | 3 | 17 | 2 | 17 | \$1,224 | \$2,958 | \$721 | \$3,679 |
| Friday Activity Leaders | 8 | 17 | 9 | 6 | \$3,264 | \$10,608 | \$2,585 | \$13,193 |
| Friday Program Director | 1 | 20 | 9 | 6 | \$480 | \$1,560 | \$380 | \$1,940 |
| Area Program | 1 | 30 | 4 | 21 | \$720 | \$3,240 | \$790 | \$4,030 |
| Supplies | | | | | | | | \$10,000 |
| Subtotal | | | | | | \$36,696 | \$8,943 | \$55,639 |

Administrative 15% Administrative Costs

Total

\$ 8,346
\$63,985

Program Morning Afternoon

Monday - Thursday 7:00 a.m. - 8 a.m. 12:00 p.m. - 5:00 p.m.

Fridays 7:00 a.m. - 5:00 p.m.

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, August 1, 2023 by and between the Lakeside Union School District, a public school district and a political subdivision of the State of California, Kern County, hereinafter referred to as the "District," and the Boys & Girls Clubs of Kern County, a private non-profit organization hereinafter referred to the "Contractor" (hereinafter referred to collectively as, "Parties".)

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 include literacy and educational activities; and

WHEREAS, the Contractor is a private non-profit youth service agency organized pursuant to the 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 August 1, 2023 and will continue until the last day of the 2023/2024 School Year 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 Four Hundred Ninety-Five Thousand Dollars (\$495,000) for the 2023/2024 School Year Program ("Total Compensation"). The Total Compensation shall be paid to the Contractor according to the following terms and conditions on the following dates:

September 1, 2023 (\$165,000), January 1, 2024 (\$165,000), April 1, 2024 (\$165,000)

7. **Expenses.** The District shall not be liable to the Contractor for any costs or expenses paid or incurred by the Contractor in performing Services for the District.

8. **Staffing.** The Contractor shall hire, supervise, train and assign Eight (8) staff members to provide services under this Agreement as follows:

- Suburu Elementary School (8)

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/outsideers, 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/outsideers and disruption of service
 - Parental notifications and consent
 - Nondiscrimination and complaints
 - Special education and Section 504 of the Rehabilitation Act
 - Use of District technology and electronic systems

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

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

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

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

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

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

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

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

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

25.2.4 All policies shall be written on an occurrence form.

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

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

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

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

CONTRACTOR:

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

DISTRICT:

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

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

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

incorporated herein by reference.

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

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

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

By: _____

Title: _____

**Lakeside Union School District
(DISTRICT)**

By: _____

Title: _____

Information regarding Contractor:

Contractor: Boys & Girls Clubs of Kern County

License No.: _____

Address: PO BIN 5J
Bakersfield, CA 93385

Telephone: (661) 325-3730

Facsimile: (661) 325-2118

E-Mail: zanesmith@bgclubsofkerncounty.org

Type of Business Entity:

____ Individual

____ Sole Proprietorship

____ Partnership

____ Limited Partnership

____ Corporation, State: _____

____ Limited Liability Company

X Other: 501c3

Employer Identification and/or Social
Security Number

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

EXHIBIT "A"

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

The Contractor shall provide the following Services:

1. Educational and literacy enrichment activities at the school sites listed in the Agreement, 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 Before/After school Program (150 Students)

August 2023 - June 2023

Morning Program (Monday - Friday 6:15 a.m. - 8:15 a.m.)

Afternoon Program (Monday - Friday Dismissal - 6:00 p.m.)

Fees for Service

| Members | Monthly Rate | Months | Total |
|---------|--------------|--------|---------------|
| 150 | \$ 330.00 | 10 | \$ 495,000.00 |

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

DISTRICT: Lakeside Union
 KCSOS Agt # 24 - 72243

CAMP KEEP AGREEMENT
 2023-2024
 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, per school, by Agency shall be calculated based on the greater of the actual number of attendees, per school, multiplied by the cost per attendee rate as listed on Attachment A or 90% of the Contract amount for the respective school as listed on Attachment A. An additional fee of \$55.00 per person shall be paid if Agency is not a Kern County public school, or a San Luis Obispo public school. Attendees include students/clients, counselors, chaperones, teachers, aides, parents/volunteers and others attending the program. Additional fees for delayed arrivals and departures will apply as listed on Attachment B.

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 for each school indicated in Attachment A. If Agency cancels its participation for all or any portion of a school's scheduled participation dates as indicated in Attachment A, Agency shall pay County Superintendent a cancellation fee of 85% of the Contract Amount, as listed on Attachment A,

*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 School District
 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 
 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: 6/2/23

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 KEEEP campus(es). Respective to each school's scheduled date on Attachment A, Guests should arrive at 11:30 am on the first scheduled date and vehicles shall depart by 11:30 am on the final scheduled date. If arrival or departure times are delayed, the Agency will be billed for fees as outlined in Attachment B. 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+ mileage fee. The mileage fee is equal to the Internal Revenue Service's standard mileage rate on the date transportation services are provided.

B. Cooperate with County Superintendent's staff in providing the necessary instruction before and after the experience at Camp KEEEP 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. The number of students may not exceed the estimate without the written permission of the Camp KEEEP Program Supervisor.

E. As a condition of participation, provide chaperones, as defined by Section M, at a minimum ratio of one to seven (1:7). As a condition of participation, Agency shall also provide a sufficient quantity of teachers to ensure minimum teacher to student ratio of one to thirty (1:30).

F. Provide Free and Reduced meal eligibility status to County Superintendent for students and chaperones 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 chaperon 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 Camp KEEEP Program Supervisor 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 KEEEP 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 or chaperones 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 or chaperones 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 \$ \$65.00 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 KEEEP 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.

9. 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.

10. 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 2023-2024

[illegible]

Page 4 of 5

ATTACHMENT B
CAMP KEEP AGREEMENT
SCHEDULE
2023-2024

Fees for Delayed Arrival and Departures

The terms of section 6.A. state:

Respective to each school's Scheduled Date on Attachment A, guests should arrive at 11:30 am on the first day and vehicles shall depart by 11:30 am on the final day.

For arrivals that occur past 11:30 am on the first scheduled date as indicated by Attachment A, Agency will be billed at a rate of \$200 per hour, rounded up to the nearest quarter hour. For departures that occur past 11:30 am on the final scheduled date as indicated by Attachment A, Agency will be billed at a rate of \$200 per hour, rounded up to the nearest quarter hour.

FCMAT

FISCAL CRISIS & MANAGEMENT
ASSISTANCE TEAM

FISCAL CRISIS & MANAGEMENT ASSISTANCE TEAM STUDY AGREEMENT

July 11, 2023

The Fiscal Crisis and Management Assistance Team (FCMAT), hereinafter referred to as the team, and the Lakeside Union School District, hereinafter referred to as the district, mutually agree as follows:

1. BASIS OF AGREEMENT

The team provides a variety of services to local education agencies (LEAs). In accordance with the 2018-19 Budget Act, the team has been assigned to study the district's fiscal health because it received a lack of going concern designation from the county superintendent of schools. The team may include staff from FCMAT, county offices of education, the California Department of Education, other school districts, or private contractors. All work shall be performed in accordance with the terms, standards and conditions of this agreement.

The county superintendent will be notified of this agreement between the district and FCMAT and will receive a copy of the final report. The final report will also be published on the FCMAT website.

2. SCOPE OF THE WORK

A. Scope and Objectives of the Study

Prepare an analysis using the 20 factors in FCMAT's Fiscal Health Risk Analysis, and identify the district's specific risk rating for fiscal insolvency.

B. Services and Products to be Provided

1. Orientation Meeting – If on-site review is needed, the team will conduct an orientation session at the district to brief district management and supervisory personnel on the team's procedures and the purpose and schedule of the study.
2. On-site Review – The team will conduct an on-site review at the district office and at school sites if necessary.
3. Draft Report – Electronic copies of a preliminary draft report will be delivered to the district's administration for review and comment.
4. Final Report – Electronic copies of the final report will be delivered to the district's administration and to the county superintendent following completion of the review. Printed copies are available from FCMAT upon request.
5. Board Presentation – The team will make a presentation regarding the final report at a district board meeting.

3. PROJECT PERSONNEL

The FCMAT study team may include:

- | | |
|----------------------------|--------------------|
| <i>A. To be determined</i> | <i>FCMAT Staff</i> |
| <i>B. To be determined</i> | <i>FCMAT Staff</i> |

4. PROJECT COSTS

Pursuant to the 2018-19 Budget Act, costs for the study shall be as follows:

- A. All staff member and consultant daily rates and expenses will be covered by a specific state apportionment for this purpose.
- B. Based on the elements noted in section 2A, the total cost of the services is \$0.**

5. RESPONSIBILITIES OF THE DISTRICT

- A. The district will provide office and conference room space during on-site reviews.
- B. The district will provide the following items:
 - 1. Current or proposed detailed organizational charts.
 - 2. Any documents requested on a supplemental list. Documents requested on the supplemental list should be provided to FCMAT only in electronic format; if only hard copies are available, they should be scanned by the district and sent to FCMAT in electronic format.
 - 3. Documents should be provided in advance of fieldwork; any delay in the receipt of the requested documents may affect the start date and/or completion date of the project. Upon approval of the signed study agreement, access will be provided to FCMAT's online SharePoint document repository, where the district will upload all requested documents.
- C. The district's administration will review a draft copy of the report resulting from the study. Any comments regarding the accuracy of the data presented in the report or the practicability of the recommendations will be reviewed with the team prior to completion of the final report. All such comments should be provided to the team within five working days after receipt of the draft.

Pursuant to Education Code (EC) 45125.1(c), representatives of FCMAT will have limited contact with pupils. The district shall take appropriate steps to comply with EC 45125.1(c).

6. PROJECT SCHEDULE

The schedule of services will be determined jointly by FCMAT and the district.

7. COMMENCEMENT AND COMPLETION OF WORK

FCMAT will begin work as soon as it has assembled an available and appropriate study team consisting of FCMAT staff and independent consultants, taking into consideration other jobs FCMAT has previously undertaken and assignments from the state. The team will work expeditiously to complete its work and deliver its report, subject to the cooperation of the district and any other parties from which, in the team's judgment, it must obtain information. Once the team has completed its fieldwork, it will proceed to prepare a draft report and a final report. The district understands and agrees that FCMAT is a state agency and all FCMAT reports are published on the FCMAT website and made available to interested parties in state government. In the absence of extraordinary circumstances, FCMAT will not withhold preparation, publication and distribution of a report once fieldwork has been completed, and the district shall not request that it do so.

8. INDEPENDENT CONTRACTOR

FCMAT is an independent contractor and is not an employee or engaged in any manner with the district. The manner in which FCMAT's services are rendered shall be within its sole control and discretion. FCMAT representatives are not authorized to speak for, represent, or obligate the district in any manner without prior express written authorization from an officer of the district.

9. INSURANCE

During the term of this agreement, FCMAT shall maintain liability insurance of not less than \$1 million unless otherwise agreed upon in writing by the district, automobile liability insurance in the amount required under California state law, and workers' compensation as required under California state law. Upon the request of the district and the receipt of the signed study agreement, FCMAT shall provide certificates of insurance, with Lakeside Union School District named as additional insured, indicating applicable insurance coverages.

10. HOLD HARMLESS

FCMAT shall hold the district, its board, officers, agents, and employees harmless from all suits, claims and liabilities resulting from negligent acts or omissions of FCMAT's board, officers, agents and employees undertaken under this agreement. Conversely, the district shall hold FCMAT, its board, officers, agents, and employees harmless from all suits, claims and liabilities resulting solely from negligent acts or omissions of the district's board, officers, agents and employees undertaken under this agreement.

11. COVID-19 PANDEMIC

Because of the existence of COVID-19 and the resulting shelter-at-home orders, local educational agency closures and other related considerations, at FCMAT's sole discretion, the Scope of Work, Project Costs, Responsibilities of the District (Sections I, IV and V herein) and other provisions herein may be revised. Examples of such revisions may include, but not be limited to, the following:

- A. Orientation and exit meetings, interviews and other information-gathering activities may be conducted remotely via telephone, videoconferencing, etc. References to on-site work or fieldwork shall be interpreted appropriately given the circumstances.
- B. Activities performed remotely that are normally performed in the field shall be billed hourly as provided as if performed in the field (excluding out-of-pocket costs).
- C. The district may be relieved of its duty to provide conference and other work area facilities for the team.

12. FORCE MAJEURE

Neither party will be liable for any failure of or delay in the performance of this study agreement due to causes beyond the reasonable control of the party, except for payment obligations by the district.

13. CONTACT PERSON

Name: Ty Bryson
Telephone: (661) 836-6658
E-Mail: tbryson@lakesideusd.org

Ty Bryson, Superintendent
Lakeside Union School District

Date

Michael H. Fine
Chief Executive Officer
Fiscal Crisis and Management Assistance Team

Date

Office of Mary C. Barlow
Kern County Superintendent of Schools
Advocates for Children

Memorandum of Understanding
County Level Educational Services for K-6 Students
Lakeside Union School District

The **Kern County Superintendent of Schools Office** and the **Lakeside Union School District** have enjoyed an excellent working relationship for decades. The School District has the need for an educational placement for those students in kindergarten and grades 1-6 who have been expelled, require an alternative to expulsion or are seriously at-risk of being expelled. The Kern County Superintendent of Schools Office operates an elementary community school, but receives inadequate funding from the State of California. The **Lakeside Union School District** would like to have a county-level alternative education placement available for all three types of students listed above. Based on this background, the following agreement is established by the two agencies:

1. Beginning on July 1, 2023 and continuing through the remainder of the 2023-2024 school year, the **Lakeside Union School District** will pay to the **Kern County Superintendent of Schools Office** an amount equal to \$29.00 per student day of enrollment for any student who is a) enrolled in kindergarten or grades 1 through 6, b) expelled by the district board or referred by the district to the community school, and c) is enrolled in classroom instruction.
2. Beginning on July 1, 2023 and continuing through the remainder of the 2023-2024 school year, the Kern County Superintendent of Schools Office will accept both expelled and district referred K-6 students from the School District.
3. Following the conclusion of the contracted school year representatives of the School Districts and the Kern County Superintendent of Schools Office will meet, if necessary, to evaluate costs associated with operation of the program and establish a "per student day of enrollment" rate for the subsequent school year.
4. This agreement shall remain in effect through the 2023-224 school year and charges associated with this agreement shall be billed at the conclusion of the school year. SUPERINTENDENT is authorized to transfer the amounts owing under this Agreement from the following DISTRICT Account Code _____. SUPERINTENDENT may transfer amounts owing for the annual fees following the end of each fiscal year this Agreement remains in effect.

**Lakeside Union
SCHOOL DISTRICT**

**MARY C. BARLOW
KERN COUNTY SUPERINTENDENT OF SCHOOLS**

By _____

By Jonathan Medina

Signatory Name:

Signatory Name: Jonathan Medina

Title:

Title: Chief Financial Operations Officer

Address: 14535 Old River Road
Bakersfield, CA 93311

Address: 1300 17th Street, Bakersfield, CA 93301
Acct Code: 01-001-0000-0-8710.00-0000-0000-00-2420-000

Date: _____

Date: 6/15/2023

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

AGREEMENT FOR UTILITIES

EXTENDED SCHOOL YEAR 2023

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. **DISTRICT** can provide the necessary electrical services.
- D. Pursuant to Education Code Section 11000, **SUPERINTENDENT** and **DISTRICT** may enter into an agreement for services.

TERMS

The parties mutually agree as follows:

- 1. The foregoing recitals are true.
- 2. The term of this Agreement shall be for the period beginning **6/5/23** and ending **6/30/23**.
- 3. **DISTRICT** agrees to provide electrical service through the school site's regular metered service to the Portable.
- 4. Payment for the above service shall be as follows:

One (1) KCSOS Portable(s) at Lakeside School at \$20.00 per unit each school day for a sum of \$380.00
- 5. **DISTRICT** agrees to provide necessary pest control services and make such necessary notifications to parents and staff, as required by law. In addition, the **DISTRICT** will notify the **SUPERINTENDENT'S** Director of Maintenance and Operations Services.

Payment for the above service shall be as follows:

One (1) Portable(s) at \$40.00 for the term of this Agreement

6. **SUPERINTENDENT** agrees to pay **DISTRICT** a **TOTAL** of **\$420.00** for all of the above services within thirty (30) days after 6/30/23.
7. **DISTRICT** will notify the **SUPERINTENDENT'S** Director of Internal Business Services of **any change in Contract**.
8. **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**.
9. **DISTRICT** agrees to maintain public liability insurance and insurance required under the Workers' Compensation Insurance Act.
10. It is agreed by the parties that the **DISTRICT**, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an officer, agent, or employee of **SUPERINTENDENT**.
11. **DISTRICT** will be reimbursed for services resulting from extended sessions conducted during summer month(s) in the unit(s) herein at the daily rate for the number of days in the session.

**LAKESIDE
SCHOOL DISTRICT**

**JOHN G. MENDIBURU
KERN COUNTY SUPERINTENDENT OF SCHOOLS**

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

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

Date: _____

Date: 7-6-23

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

AGREEMENT BETWEEN
KERN COUNTY SUPERINTENDENT OF SCHOOLS
DIVISION OF SPECIAL EDUCATION AND
KERN COUNTY CONSORTIUM SELPA PARTICIPATING DISTRICTS

Recitals

- A. **2023-2024 School District** (hereinafter referred to as SCHOOL DISTRICT) is required by law to provide special education services to eligible district pupils and to be a member of a Special Education Local Plan Agency. Pursuant to law, SCHOOL DISTRICT is a participating district in the Kern County Consortium for Special Education (SELPA).
- B. The KCSOS Division of Special Education agrees to provide special education services to SELPA member district pupils.
- C. The purpose of this Agreement is to delineate the functions and responsibilities of the SCHOOL DISTRICT and KCSOS when the KCSOS Division of Special Education is a provider of special education services to SCHOOL DISTRICT's pupils.

Terms

By their authorized signatures, below, the parties mutually agree as follows:

- 1. The initial term of this Agreement is **July 1, 2023 through June 30, 2024**. This Agreement shall renew annually as long as SCHOOL DISTRICT (the District) and KCSOS are participants in the SELPA and provided that this Agreement is consistent with the SELPA's Local Plan.
- 2. KCSOS Division of Special Education agrees to conduct special education programs and classes for pupils legally eligible for those programs and services. Services will be consistent with each pupil's Individualized Education Program. Related services may also be provided by KCSOS when identified in the IEP.
- 3. Part C to Part B Available Assessment Services: Should a District's pupil who is transitioning out of the Early Start (Part C) program require a Part C to Part B assessment and the District wishes to use the Assessment and Support Team available through KCSOS Division of Special Education, the District shall refer the pupil through the SELPA's Search and Serve Process – See Appendix B for details of the Part C to Part B Procedure.

4. Funding

A. ADA Revenue

Districts will continue to receive all of the ADA revenue generated by "District" students educated in the KCSOS Special Education Programs. (There is no Revenue Limit Transfer to KCSOS in existence with the LCFF model.)

B. Program Allowance and Reimbursement

The District agrees to pay KCSOS on a "straight bill back" per pupil basis for programs and services provided to District's pupils by the Division of Special Education. Cost per pupil to the District shall be computed according to the formula set forth in Appendix A – Program. This amount is due and payable in 10 equal transfers, beginning in September of each year.

C. Special Circumstances

If an IEP Team specifies additional and/or extraordinary services for a pupil covered by this Agreement, and if these services require an expenditure of funds significantly greater than normally required by other students in the program provided by KCSOS's Division of Special Education, a separate agreement between KCSOS and the District shall be drawn accordingly within ten (10) working days of the IEP Team meeting.

D. Part C to Part B Assessment or an Initial Preschool Assessment Funding

For the **2023-24** school year, Districts will pay the KCSOS Division of Special Education \$4,250.00 for any Part C to Part B assessment or an initial preschool assessment.

A District will receive an invoice in July, **2024** for the number of assessments that have been completed for their specific District.

E. Coordination of Curriculum

The parties agree that it is in the best interests of the pupils served under this Agreement to provide a coordinated system of curriculum development, implementation and monitoring, and they agree to cooperate in this regard.


ACCEPTED:

Date of Board Approval:

Lakeside Union School District
SCHOOL DISTRICT

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

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

By 
Signatory Name: Tina Foster
Title: Chief Financial Operations Officer
Address: 1300 17th Street, Bakersfield, CA 93301
Acct Code: 02-400-6500-0-8710.00-5001-0000-00-0000-000

Date: _____

Date: 7-31-23

APPENDIX A – PROGRAM

The Kern County Superintendent of Schools (KCSOS) Division of Special Education's final billing costs shall reflect two separate program expenditure calculations representing the following programs and services:

- A. Special Day Class - Severely Disabled/Low Incidence,
- B. Designated Instructional Services.

The final calculated net expenditure amount for each of the two program services shall be divided by the average of the total KCSOS Division of Special Education's pupil enrollment in these program services for the year. This produces a dollar cost per student for each of the two programs and services.

The dollar cost per student for each of the programs and services shall be multiplied by the number of students enrolled from each school district. The total cost per school district will be the sum of the program and service(s) costs (A & B above).

By May 31st of the preceding year, the KCSOS Division of Special Education will provide to each school district an estimate of the following year's program and service costs, which can be used for district budgeting purposes. These estimates will be the basis for the preliminary transfers from the district and will reflect the following:

- KCSOS Division of Special Education's budget for the bill back year
- District enrollment, which will be based on the preceding March 31st count with the following adjustments:
 - 1. anticipated program transfer
 - 2. exiting 8th grade students
 - 3. students matriculating into existing district programs
 - 4. KCSOS estimate of entering kindergarteners.

After fiscal year end, a calculation of the final bill back amounts will be made using the net expenditures for the year and the final student participation counts. Final student participation counts reflect the average of the four-times-a-year student verification process; these verifications are based on quarters ending September, December, March and June. This final amount will be compared to each district's estimated amount transferred, and a correcting transfer will then be made to/from each district. This correction will be made as soon as possible after the closing of the KCSOS' books at each year end.

APPENDIX B – PART C TO PART B ASSESSMENT AND INITIAL PRESCHOOL ASSESSMENT FUNDING

Should a District's pupil who is transitioning out of the Early Start (Part C) Program require a Part C to Part B assessment, and initial preschool assessment, and the District wishes to use the Assessment and Support Team available through KCSOS Division of Special Education, the District shall refer the pupil through the SELPA's Search and Serve Process.

KCSOS Division of Special Education agrees to conduct Part C to Part B assessments or an initial preschool assessment using the appropriate personnel based on a pupil's suspected disability as noted in the referral. Assessments will be completed within the State-mandated timeline prior to the pupil's third birthday should the referral be received at least two (2) months prior to the birthday. Referrals received after that time will be approached on a case-by-case basis.

District Personnel will be responsible for facilitating the Individualized Education Program (I.E.P.) meetings held as the result of the Part C to Part B assessments or an initial preschool assessment. KCSOS Assessment and Support Team personnel will complete the paperwork appropriate to their portion of the Present Levels of Performance, any Proposed Goals & Objectives, any Accommodations/Modifications, and any other needs for an individual pupil. Should District Personnel not be available for the I.E.P., arrangements will be made in advance to insure the proper operation of the meeting and that the District's services are appropriately documented.

The KCSOS Director responsible for the Assessment and Support Team shall document referrals based on the District of Residence. A running total will be available to Districts throughout the school year.

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

AGREEMENT FOR UTILITY AND CUSTODIAL SERVICES
EXTENDED SCHOOL YEAR 2023

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 **6/5/23** and ending **6/30/23**.
- 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 6/30/23.
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

JOHN G. MENDIBURU
KERN COUNTY SUPERINTENDENT OF SCHOOLS

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

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

Date: _____

Date: 7623

Hello Kimberly,

Attached is your district's new MAA Claiming Agreement. There have been a few updates as outlined below:

II. Agreement (Page 1)

- A. Term is no longer automatically renewed from year to year. Our Agreement will now have a FIVE year term and will expire on 6/30/2028. Agreements will be renewed prior to that end date.

C. LEA Responsibilities (Page 5)

11. Updated language about establishing and maintaining SMAA Audit File.

16. New: Added language

F. Consideration (Page 6) This new language pertains to the new Statewide Fee Structure agreed upon by the California County Superintendents

3. New: Added language regarding new LEC Fee specified in Exhibit B. LEA's will be charged for the following service components. Please refer to Exhibit B for details.

- RMTS Web-Based Platform (\$2)
- TSP List Development Assistance (\$1)
- Quality Assurance Assistance of Program (\$1)
- Quality Assurance-TSP Lists and Calendars, Financials, Invoicing (\$9)
- LEC Technical Assistance (\$1)
- Invoicing Component (\$18)
- LEA Data Match (\$1)
- Audit Support Documentation Storage (\$1)
- Additional Fees: Sample Per Pool (\$1)
- Additional Fees: Coding (\$1)
- Additional Fees: Consortia (No fee will be charged)

4. New: Added language regarding Base Rate as specified in Exhibit B. Base Rate will be added to the service component fee. Base Rate will be assessed quarterly and be determined based on each LEA's circumstances.

Exhibit B SMAA Standardized Fee Structure (Page 12 and Page 13)

Please have this agreement signed by your district's authorized signer and return via email with blue ink signature.

Once the agreement is signed, please retain a copy in your MAA Audit File.

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, 2023, 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 Elementary 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 from July 1, 2023-June 30, 2028. 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 "Agreement for Disclosure and Use of Medi-Cal Data" attached to this agreement as Exhibit A. Execute and comply with the procedures related to the LEA Medi-Cal tape match.
8. The RMTS software platform may be accessed only by employees of the LEA who have a need to access for RMTS purposes. The LEA is a permissive user of the RMTS software platform and agrees to comply with the confidentiality and other

requirements associated with use of the RMTS software platform, including but not limited to the following:

- 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 LEC, Chief Business Official, and/or other designee.

- Second occurrence (within the subsequent 12 months) – When it is determined that a claiming unit is non-compliant for 2 quarter where 85% compliance is not reached regardless of fiscal year, the claiming unit will be suspended from participation in both school-based programs for one quarter, during the next available quarter, and thereby forfeit the associated reimbursement. The claiming unit's LEC, Chief Business Official, and/or other designee will be notified in writing by DHCS.

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

10. The LEA will timely notify the LEC of any errors and/or omissions in information sent to the LEC so the LEC can process a claim adjustment for submission to DHCS.
11. The LEA will establish an audit file containing documents specified by DHCS in the SMAA Manual and maintain pursuant to program retention requirements. The LEA will make the audit file available to the LEC within 30 days of request.
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.
16. The LEA will certify quarterly that the staff included on the Time Survey Participant (TSP) list perform SMAA-related activities on a regular basis, as required per the SMAA Manual.

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

SLS Ref. No. 29975

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, the LEC may withhold fees, as specified in Exhibit B of this Agreement, from payments made on each invoice submitted to DHCS.
4. The Base Rate, as specified in the Exhibit B, shall be assessed quarterly respective to the quarterly certified TSP list as it existed at the time of sample generation.

- 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. 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.
- L. 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.

- M. 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.
- N. 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.
- O. 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.
- P. 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.
- Q. 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.
- R. 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.
- S. 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:
Lakeside Union Elementary School
District

LEC
KERN COUNTY
SUPERINTENDENT OF SCHOOLS

By: _____

By: UNW MA

Name: _____

Name: Maria Arias

Title: _____

Title: District/LEA Fiscal Analyst

Dated: _____

Dated: 5/5/23

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

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

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

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

SLS Ref. No. 29975

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

LEA acknowledges that penalties under 45 Code of Federal Regulations, parts 160, 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. LEA further acknowledges that criminal penalties under the Confidentiality of Medical Information Act (Civ. Code § 56) may apply if it is determined that LEA, or any individual employed or affiliated therewith, knowingly and willfully obtained any data under false pretenses.

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

Name and Title of Custodian of Files

LEA Name

LEA Address

Custodian's Phone Number / Email Address

Custodian's Signature

Date

SLS Ref. No. 29975

Exhibit B
SMAA Standardized Fee Structure

| Statewide SMAA Fee Structure | | Fee/TSP |
|-------------------------------------|--|----------------|
| 1 | Base Rate (Standard) | \$ 24 |
| 2 | Base Rate (Reduced) | \$ 14 |
| Service Components | | Fee/TSP |
| 3 | RMTS Web-Based Platform | \$ 2 |
| 4 | TSP List Development Assistance | \$ 1 |
| 5 | Quality Assurance Assistance of Program | \$ 1 |
| 6 | QA Assistance - TSP Lists and Calendars, Financials, Invoicing | \$ 9 |
| 7 | LEC Technical Assistance | \$ 1 |
| 8 | Invoicing Component | \$ 5 |
| 9 | Invoicing Component | \$ 18 |
| 10 | LEA Data Match | \$ 1 |
| 11 | Audit Support Documentation Storage | \$ 1 |
| 12 | Additional Fees: Sample per Pool | \$ 1 |
| 13 | Additional Fees: Coding | \$ 1 |
| 14 | Additional Fees: Consortia Fee | \$ 1 |

| | |
|---|--|
| 1 | Base Rate (Standard) - consists of the expenses incurred by the LECs to run the SMAA program. - including Salaries & Benefits, DHCS Fees, Travel, and Misc. Office Expenses. |
| 2 | Base Rate (Reduced) - Quarterly TSP Count less than or equal to 50 - Low Medi-Cal Eligibility Rate (MER) - Rural Areas - Other circumstantial factors to ensure LEAs are receiving the best rate available |
| 3 | RMTS Web-Based Platform - consists of fees incurred in-house or paid by the LECs to third-party vendors for running the RMTS Platform via the internet, which is configured to meet current DHCS/CMS system requirements. |
| 4 | TSP List Development Assistance -- consists of fees incurred in-house or paid by the LECs to a third-party to perform Quality Assurance (QA) on Time Survey Participant (TSP) lists, which includes, but is not limited to, identification of duplicate and missing information, verification of staff job classifications, and calendar verification of student non-attendance days. |
| 5 | Quality Assurance Assistance of Program - consists of fees incurred in-house or paid by the LECs to a third-party to perform Quality Assurance (QA) on TSP's. Entering or Reviewing TSP list in the RMTS platform. |
| 6 | QA Assistance - TSP Lists and Calendars, Financials, and Invoicing consists of fees incurred in-house or paid by the LECs to a third-party to Review the invoice and perform cost analyses of all invoice documents to ensure that all costs meet the standards for Certified Public expenditures. Reviewing or Entering TSP List into RMTS platform. |

Exhibit B
SMAA Standardized Fee Structure
(Cont.)

| | |
|----|--|
| 7 | LEC Technical Assistance - consists of fees incurred in-house or paid by the LECs to a third-party to assist the LEC with DHCS compliance inside the platform. |
| 8 | Invoicing Component - - Prepare the Invoice Template - Collect the Data from the Districts - Perform Quality Assurance Analysis on the Data |
| 9 | Invoicing Component - Prepare the Invoice Template - Collect, Review, and Verify the Data from the Districts - Preparation of Final Invoice for Signature and Submittal - Work with LEAs for Timely Reporting - Policy Support for DHCS-Related Policy Updates |
| 10 | LEA Data Match Capabilities -consists of the expenses incurred by the LECs to define the Medi-Cal Eligibility Rate |
| 11 | Audit Support Documentation Storage -Provide electronic secure storage via web-based platform |
| 12 | Additional Fees: Sample per Pool - consists of fees incurred in-house or paid by the LECs to a third party for generating moments, including a review of moments and clarifying questions. |
| 13 | Additional Fees: Coding - consists of fees incurred in-house or paid by the LECs to a third party for coding of random moments. |
| 14 | Additional Fees - Consortia Fee |

- LEC has discretion of rate of charge so long as annual totals adhere to fee structure guidelines.
- LEA may not be charged more than 15% of their reimbursement.



Lakeside Union School District

14535 Old River Road
Bakersfield, CA 93311

Phone: (661) 836-6658

FAX: (661) 836-8059

www.lakesideusd.org

TO: Ty Bryson, Superintendent
FROM: V. Hudson, Principal of Donald E. Suburu School
RE: English Language Arts/English Language Development Adoption for 6th through 8th Grade
DATE: June 13, 2023

Recommendation(s):

Approval is requested for the English Language Arts/English Language Development (ELA/ELD) adoption of McGraw-Hill: California StudySync grade sixth to eighth grade.

How does this action support student achievement?

History/Social Science Adoption for Kindergarten through 8th Grade will meet the goals of the 2014 ELA/ELD Framework.

EC60119 – Williams Act

"This law in part requires that every pupil in the school district has sufficient textbooks or instructional materials, or both, that are consistent with the content and cycles of the curriculum framework and aligned to the SBE-adopted content standards adopted."

Status:

Our 6th-8th grade is currently teaching from our ELA/ELD adopted curriculum from 2006. This curriculum is not aligned to the 2014 ELA/ELD Framework.

Background:

EC Section 60200(b)(1) calls for instructional materials adoptions to occur every eight years in language arts, mathematics, history–social science, science, and other subjects. The 2014 ELA/ELD Framework has been developed to support and incorporate the California Common Core State Standards for English Language Arts and Literacy in History/Social Studies, Science, and Technical Subjects (CA CCSS for ELA/Literacy) and the California English Language Development Standards (CA ELD Standards). The SBE (California State Board of Education) adopted the ELA/ELD Framework on July 9, 2014.

Goal(s):

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.

Funding Source(s):

Amount: \$119,226.32

Responsible Staff:

V. Hudson, Principal of Donald E. Suburu School

Supporting Document(s)

McGraw-Hill Study Sync Quot

Approved by: _____

Date: _____



Because learning changes everything.®

QUOTE PREPARED FOR:

Lake Side Union Sch Dist
14535 OLD RIVER RD
BAKERSFIELD, CA 93311-9756
ACCOUNT NUMBER: 191435

SUBSCRIPTION/DIGITAL CONTACT:

Kristin Angelo
kangelo@lakesideusd.org

CONTACT:

Kristin Angelo
kangelo@lakesideusd.org

SALES REP INFORMATION:

Elaina Zarka-Dufort
elaina.zarka-dufort@mheducation.com
(640) 650-8864

| Section Summary | Value of All Materials | Free Materials | Product Subtotal |
|---|------------------------|---------------------|---------------------|
| CA Study Sync Silver Package B: 6-Year Unitized | \$0.00 | \$0.00 | \$0.00 |
| Grade 6 | \$38,155.88 | (\$1,599.88) | \$36,556.00 |
| Grade 7 | \$41,411.51 | (\$1,199.91) | \$40,211.60 |
| Grade 8 | \$33,186.41 | (\$1,199.91) | \$31,986.50 |
| Professional Development | \$1,500.00 | \$0.00 | \$1,500.00 |
| PRODUCT TOTAL* | \$114,253.80 | (\$3,999.70) | \$110,254.10 |
| ESTIMATED S&H** | | | \$0.00 |
| ESTIMATED TAX** | | | \$8,972.22 |
| GRAND TOTAL* | | | \$119,226.32 |

* Price firm for 45 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Comments:

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC |
Email: orders_mhe@mheducation.com | Phone: | Fax:

QUOTE DATE: 06/02/2023
QUOTE NUMBER: HFISH-06022023093003-001

ACCOUNT NAME: Lake Side Union Sch Dist
ACCOUNT #: 191435

EXPIRATION DATE: 07/17/2023
PAGE #: 1



Because learning changes everything.®

| Product Description | ISBN | Qty | Unit Price | Free Materials | Line Subtotal |
|---|-------------------|-----|------------|----------------|-----------------|
| CA Study Sync Silver Package B: 6-Year Unitized | | | | | |
| CA Study Sync Silver Package B: 6-Year Unitized Subtotal: | | | | \$0.00 | \$0.00 |
| Grade 6 | | | | | |
| Student Resources | | | | | |
| STUDYSYNC G6 CALIFORNIA 6/6 STDNT W/DESIGNATED ELD&UNITS RW COMPANIONS 6YRBUNDLE | 978-0-07-680299-9 | 200 | \$182.78 | \$0.00 | \$36,556.00 |
| Student Resources Subtotal: | | | | \$0.00 | \$36,556.00 |
| Teacher Resources | | | | | |
| STUDYSYNC GRADE 6 CALIFORNIA, ELD TEACHER RESOURCE COMPANION | 978-1-94-276491-5 | 4 | \$99.19 | \$396.76 | *Free Materials |
| STUDYSYNC CALIFORNIA TEACHER EDITION UNIT 1 GRADE 6 | 978-1-94-328648-5 | 4 | \$24.81 | \$99.24 | *Free Materials |
| STUDYSYNC CALIFORNIA TEACHER EDITION UNIT 2 GRADE 6 | 978-1-94-328649-2 | 4 | \$24.81 | \$99.24 | *Free Materials |
| STUDYSYNC CALIFORNIA TEACHER EDITION UNIT 3 GRADE 6 | 978-1-94-328650-8 | 4 | \$24.81 | \$99.24 | *Free Materials |
| STUDYSYNC CALIFORNIA TEACHER EDITION UNIT 4 GRADE 6 | 978-1-94-328651-5 | 4 | \$24.81 | \$99.24 | *Free Materials |
| STUDYSYNC CALIFORNIA ONLINE TEACHER WITH DESIGNATED ELD 6 YEAR SUBSCRIPTION | 978-0-02-137997-2 | 4 | \$201.54 | \$806.16 | *Free Materials |
| Teacher Resources Subtotal: | | | | \$1,599.88 | \$0.00 |
| Grade 6 Subtotal: | | | | \$1,599.88 | \$36,556.00 |
| Grade 7 | | | | | |
| Student Resources | | | | | |
| STUDYSYNC G7 CALIFORNIA 6/6 STDNT W/DESIGNATED ELD&UNITS RW COMPANIONS 6YRBUNDLE | 978-0-07-680308-8 | 220 | \$182.78 | \$0.00 | \$40,211.60 |
| Student Resources Subtotal: | | | | \$0.00 | \$40,211.60 |
| Teacher Resources | | | | | |
| STUDYSYNC GRADE 7 CALIFORNIA, ELD TEACHER RESOURCE COMPANION | 978-1-94-276492-2 | 3 | \$99.19 | \$297.57 | *Free Materials |
| STUDYSYNC CALIFORNIA TEACHER EDITION UNIT 1 GRADE 7 | 978-1-94-328652-2 | 3 | \$24.81 | \$74.43 | *Free Materials |
| STUDYSYNC CALIFORNIA TEACHER EDITION UNIT 2 GRADE 7 | 978-1-94-328653-9 | 3 | \$24.81 | \$74.43 | *Free Materials |
| STUDYSYNC CALIFORNIA TEACHER EDITION UNIT 3 GRADE 7 | 978-1-94-328654-6 | 3 | \$24.81 | \$74.43 | *Free Materials |
| STUDYSYNC CALIFORNIA TEACHER EDITION UNIT 4 GRADE 7 | 978-1-94-328655-3 | 3 | \$24.81 | \$74.43 | *Free Materials |
| STUDYSYNC CALIFORNIA ONLINE TEACHER WITH DESIGNATED ELD 6 YEAR SUBSCRIPTION | 978-0-02-137997-2 | 3 | \$201.54 | \$604.62 | *Free Materials |
| Teacher Resources Subtotal: | | | | \$1,199.91 | \$0.00 |
| Grade 7 Subtotal: | | | | \$1,199.91 | \$40,211.60 |
| Grade 8 | | | | | |
| Student Resources | | | | | |
| STUDYSYNC G8 CA 6/6 STDNT W/DESIGNATED ELD & RW UNITS COMPANIONS 6 YEAR BUNDLE | 978-0-07-680332-3 | 175 | \$182.78 | \$0.00 | \$31,986.50 |
| Student Resources Subtotal: | | | | \$0.00 | \$31,986.50 |
| Teacher Resources | | | | | |

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC |

Email: orders_mhe@mheducation.com | Phone: | Fax:

QUOTE DATE: 06/02/2023

ACCOUNT NAME: Lake Side Union Sch Dist

EXPIRATION DATE: 07/17/2023

QUOTE NUMBER: HFISH-06022023093003-001

ACCOUNT #: 191435

PAGE #: 2



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| Product Description | ISBN | Qty | Unit Price | Free Materials | Line Subtotal |
|---|-------------------|-----|------------|----------------|-----------------|
| STUDYSYNC GRADE 8 CALIFORNIA, ELD TEACHER RESOURCE COMPANION | 978-1-94-276493-9 | 3 | \$99.19 | \$297.57 | *Free Materials |
| STUDYSYNC CALIFORNIA TEACHER EDITION UNIT 1 GRADE 8 | 978-1-94-328656-0 | 3 | \$24.81 | \$74.43 | *Free Materials |
| STUDYSYNC CALIFORNIA TEACHER EDITION UNIT 2 GRADE 8 | 978-1-94-328657-7 | 3 | \$24.81 | \$74.43 | *Free Materials |
| STUDYSYNC CALIFORNIA TEACHER EDITION UNIT 3 GRADE 8 | 978-1-94-328658-4 | 3 | \$24.81 | \$74.43 | *Free Materials |
| STUDYSYNC CALIFORNIA TEACHER EDITION UNIT 4 GRADE 8 | 978-1-94-328659-1 | 3 | \$24.81 | \$74.43 | *Free Materials |
| STUDYSYNC CALIFORNIA ONLINE TEACHER WITH DESIGNATED ELD 6 YEAR SUBSCRIPTION | 978-0-02-137997-2 | 3 | \$201.54 | \$604.62 | *Free Materials |

Teacher Resources Subtotal: \$1,199.91 \$0.00

Grade 8 Subtotal: \$1,199.91 \$31,986.50

Professional Development

| | | | | | |
|--|-------------------|---|------------|--------|------------|
| PROFESSIONAL DEVELOPMENT HALF DAY VIRTUAL TRAINING 2 HOUR SESSION GRADE 6-12 | 978-1-26-437306-2 | 1 | \$1,500.00 | \$0.00 | \$1,500.00 |
|--|-------------------|---|------------|--------|------------|

Professional Development Subtotal: \$0.00 \$1,500.00

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC |

Email: orders_mhe@mheducation.com | Phone: | Fax:

QUOTE DATE: 06/02/2023

ACCOUNT NAME: Lake Side Union Sch Dist

EXPIRATION DATE: 07/17/2023

QUOTE NUMBER: HFISH-06022023093003-001

ACCOUNT #: 191435

PAGE #: 3



Because learning changes everything.®

QUOTE PREPARED FOR:

Lake Side Union Sch Dist
14535 OLD RIVER RD
BAKERSFIELD, CA 93311-9756
ACCOUNT NUMBER: 191435

CONTACT:

Kristin Angelo
kangelo@lakesideusd.org

| | |
|---------------------------------|---------------------|
| VALUE OF ALL MATERIALS | \$114,253.80 |
| FREE MATERIALS | (\$3,999.70) |
| PRODUCT TOTAL* | \$110,254.10 |
| ESTIMATED SHIPPING & HANDLING** | \$0.00 |
| ESTIMATED TAX** | \$8,972.22 |
| GRAND TOTAL | \$119,226.32 |

SUBSCRIPTION/DIGITAL CONTACT:

Kristin Angelo
kangelo@lakesideusd.org

Comments:

* Price firm for 45 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Terms of Service:

By placing an order for digital products (the 'Subscribed Materials'), the entity that this price quote has been prepared for ('Subscriber') agrees to be bound by the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. Subject to Subscriber's payment of the fees set out above, McGraw Hill LLC hereby grants to Subscriber a non-exclusive, non-transferable license to allow only the number of Authorized Users that corresponds to the quantity of Subscribed Materials set forth above to access and use the Subscribed Materials under the terms described in the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. The subscription term for the Subscribed Materials shall be as set forth in the Product Description above. If no subscription term is specified, the initial term shall be one (1) year from the date of this price quote (the 'Initial Subscription Term'), and thereafter the Subscriber shall renew for additional one (1) year terms (each a 'Subscription Renewal Term'), provided MHE has chosen to renew the subscription and has sent an invoice for such Subscription Renewal Term to Subscriber.

[Terms Of Service](#)

[Provisions required by Subscriber State law](#)

ATTENTION: In our effort to protect our customer's data, we will no longer store credit card data in any manner within in our system. Therefore, as of April 30, 2016 we will no longer accept credit card orders via email, fax, or mail/package delivery. Credit card orders may be placed over the phone by calling the number listed above or via our websites by visiting www.mheducation.com (or www.mhecoast2coast.com).

School Purchase Order Number: _____

Name of School Official (Please Print)

Signature of School Official

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC |
Email: orders_mhe@mheducation.com | Phone: | Fax:

QUOTE DATE: 06/02/2023
QUOTE NUMBER: HFISH-06022023093003-001

ACCOUNT NAME: Lake Side Union Sch Dist
ACCOUNT #: 191435

EXPIRATION DATE: 07/17/2023
PAGE #: 4

LAKESIDE SCHOOL DISTRICT
AGREEMENT FOR ADMINISTRATION
OF SCHOOL CROSSING GUARD PROGRAM

THIS AGREEMENT is entered into this 1st day of August 2023, by and between the Lakeside School District (hereinafter referred to as "the District"), and GORDON SPECIAL SERVICES, INC., a California corporation dba J & J SPECIAL SERVICES, hereinafter called "Contractor" who agree as follows:

WHEREAS, it appears that crossing guard service can be most effectively and economically provided under the administration of a firm qualified and competent to furnish such special services and to advise in the administration of such programs because of that firm's special training and experiences; and

WHEREAS, the District has solicited a proposal to provide school crossing guard services; and

WHEREAS, Contractor has submitted a proposal to provide such services; and

WHEREAS, Contractor has the necessary qualifications, training, experience, and competency to administer a crossing guard program in and for the District; and

WHEREAS, the District desires to retain Contractor to administer a school crossing guard program within and for the benefit of the District;

NOW, THEREFORE, the parties do hereby agree as follows:

1. Services: Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to the District the services of one or more School Crossing Guards.
2. Length of Contract/ Terminations: This Agreement shall be effective August 1, 2023, and remain in effect until July 31, 2026, or until such time as the District terminates its parallel Agreement with Contractor. Notwithstanding the above referenced termination date, either party may terminate the Agreement for any reason, at any time, provided such terminating party first serves written notice upon the other party at least sixty(60) days in advance of the termination date. The notice shall be deemed served and effective for all purposes on the date it is deposited in the United States mail. The District shall pay Contractor for work performed until the effective date of termination.
3. Contractor, at his sole cost and expense, shall provide the services of a competent adult crossing guard at the crossing guard location specified by the District.
4. The District shall have the right to change crossing guard locations or hours at any time upon giving seven (7) calendar days notice to the Contractor.
5. The District shall have the right to add or delete crossing guard locations at any time upon giving seven (7) calendar days notice to the Contractor.
6. For all services rendered pursuant to this contract, The District agrees to pay the Contractor a "principal sum" for each hour for which crossing guards receive wages, which shall include additional hourly wages paid for working split shift. "Principal sum" includes direct administrative costs, supervision, and all indirect/overhead costs (workers comp & liability insurance) and profit.

The "principal sum" will be \$ 7.85 per hour

7. The District will compensate Contractor with payment to be made for services rendered in the preceding month.
 - a. Beginning September 1, 2023, and on the first day of each month thereafter during the term of this Agreement, the "principal sum" plus the "hourly rate" for each hour worked will be payable for services rendered during the preceding month. Hours worked will include a four-hour minimum per location, plus a one-hour split shift compensation.
 - b. Compensation shall consist of:
 1. The agreed upon "principal sum" for each guard hour worked in the preceding month;
 2. Payment at the minimum wage (as may be established by State or Federal law, whichever is greater);
 3. Payment for one additional hour each day and for each location where a split shift was assigned during the preceding month;
 4. Payment of three (3) additional 8 hour day's per location per school year. This is to cover the Healthy Workplace Healthy Family Act of 2014 (AB 1522) which was effective July 1st 2016. These hours will be billed to the district as 24 hours per location as part of the invoice covering the last week of the school year (prior to summer school if applicable).
 - c. The hourly rate will be \$15.50 or the minimum wage as may be established By State or Federal law, whichever is greater. All guards working a split shift will be paid for one (1) additional hour at the appropriate minimum wage for each day the split shift is worked, as required under the State of California Industrial Welfare Commission's Order No. 4-89.
 - d. In the event that minimum wage is increased during this contract an additional 22% of the increased amount will be added to the "principle sum" to cover the employer's payroll burden. An example would be if minimum wage were to increase fifty cents (\$.50) per hour the "principle sum" would increase by eleven cents (\$.11) per hour.
8. Upon any change in hours or locations, the compensation paid to the Contractor shall be adjusted to reflect the true hours being worked after said change.
9. The District shall pay Contractor for services rendered pursuant to this Agreement within thirty (30) days of receipt of contractor's itemized bills or invoices. The form and content of invoices shall be approved by the District. The District shall not be directly liable for debts incurred by the Contractor.
10. Contractor is an independent contractor and shall have exclusive control of the selection, training, employment, and supervision of crossing guards.
11. Crossing guards employed by the Contractor shall be employees of the Contractor, and in no way shall crossing guards be deemed officers, employees, or agents of the District.
12. Crossing guards shall be fully competent and qualified to properly perform such duties. Contractor shall provide continuous supervision of said crossing guards in the performance of their duties. Each location shall be visited a minimum of once a month by supervisory personnel of the Contractor.

13. All equipment required for crossing guards shall be furnished by the Contractor at his own expense and shall be of his own selection.
14. Contractor shall comply with all Federal and State laws, regulations, and rules applicable to or concerning employees and shall hold the District harmless for any liability there under.
15. Contractor is responsible for meeting any licensing requirements.
16. Any unresolved disputes concerning this Agreement shall be first submitted to an alternate dispute resolution process; specifically, final and binding arbitration, in Kern County.
17. The Parties hereto agree should any litigation result over terms, conditions, or performance of this Agreement that the venue of such litigation shall be the County of Kern, State of California.
18. Insurance:
Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The District shall maintain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of the District the insurance provisions in these requirements do not provide adequate protection for the District, may require contractor to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. The District's requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Service Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1(any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

Minimum Limits of Insurance

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury, and property damage: If Commercial General Liability Insurance or other form with a general aggregate is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or death.
4. Workers' Compensation: Statutory Limits.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The District, its officers, officials, employees, agents and volunteers are to be covered as insured's as respects: liability arising out of activities performed by or on behalf of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to The District, its officers, officials, employees, agents or volunteers.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects The District, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by The District, its officers, officials, employees, agents and volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to The District, its officers, officials, employees, agents or volunteers.
4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after ninety (90) days' prior written notice by certified mail, return receipt requested, has been given to The District.

Acceptability of Insurance

Insurance is to be placed with insurers with current A.M. Best's rating of no less than A: VII

Verification of Coverage

Contractor shall furnish The District with the certificates evidencing coverage required by this clause. All certificates are to be received and approved by The District before work commences. As an alternative to insurance certificates, the Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

Subcontractors

Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

19. Contractor shall not assign or otherwise transfer this Agreement or any of his rights or obligations hereunder to any other person, firm, corporation, or other entity, without first obtaining the consent

in writing of The District, and it is understood that The District is contracting for special services of Contractor for performance of the terms and provisions of the contract.

20. The address of the parties for the purpose of giving any notices as provided in this Agreement are as follows:

The District

Lakeside School District
14535 Old River Rd
Bakersfield, CA 93311

Contractor

Gordon Special Services
dba J&J Special Services
P.O. Box 81313
Bakersfield, CA 93380-1313

Notice shall be deemed served on the other party when such notice has been placed in the United States Mail, postage prepaid and addressed as hereinabove stated. The addresses, for the purpose of this contract, may be changed in the same manner as is permitted for the service of notice.

21. Modifications or amendments affecting the service hereunder shall be in writing and executed by both parties.
22. Contractor, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability or marital status in its employment practices.
23. Contractor agrees that the District or any duly authorized representative of the District shall, with reasonable notice, have access to and the right to examine any pertinent books, documents, papers, and accounting records of Contractor which pertain to transactions under this Agreement for a period of four (4) years after expiration of this Agreement.
24. This Agreement and any attachments thereto constitutes the entire agreement between the parties concerning the subject matter hereof.

Executed as of the day first above stated.

Lakeside School District

Gordon Special Services, Inc
Dba J&J Special Services,



By: _____
Lakeside School District

By: _____
Vice President Administrator
"Contractor"

PROPOSAL DOCUMENT



Project Name: Lakeside Elementary School
Customer Name: Lakeside Elementary Union School District
Address: 14183-14221 Old River Rd Bakersfield CA 93311

Phone # - (440) 214-5985
Contact - Craig Koeberlein
Email - CKoeberlein@wtiservices.com

Date: 7/14/2023

COATINGS

(50.7 Sq.) ALPHAGUARD BIO BASECOAT A & B 4 GL KIT
(10.0 Count) ALPHAGUARD BIO BASECOAT A & B 4 GL KIT
(50.7 Sq.) ALPHAGUARD BIO TOPCOAT WHITE A & B 3.1 GL KIT
(10.0 Count) ALPHAGUARD BIO TOPCOAT WHITE 3.1 GL KIT
(2.0 Count) PERMAFAB 6" X 300' ROLL
(2.0 Count) PERMAFAB MAX 12" X 324' ROLL
(6.0 Count) PERMAFAB 40" X 324' ROLL
(5.0 Count) GEOGARD SEAM SEALER 850 mL TUBES 12/CASE
(18.0 Count) SOLARGARD HY-BUILD WHITE 5 GL

NON-TREMCO MATERIALS

(2.0 Count) BETTER 6 X 1/2 IN KNIT ASSEMBLY
(2.0 Count) 2 GAL WHITE PLASTIC BUCKET
(2.0 Count) BETTER 6 X 1/2 IN KNIT MINI 6PK
(10.0 Count) CHIP 4.0 FLAT BRUSH
(2.0 Count) HUSKY 42GAL CONTRACTOR TRASHBAG 32 PK
(3.0 Count) HDX TERRY TOWELS, 60PK
(15.0 Count) BOTTLED WATER - 24 PACK
(3.0 Count) FIRM GRIP 10 PACK NITRILE COATED
(2.0 Count) JM 5FT POWDERCOATED STEEL EXT POLE
(5.0 Count) GOOD 9 X 3/8 IN KNIT POLY ROLLER 6PK
(15.0 Count) WSTR 9" SHERLOCK PRO FRAME GREEN
(2.0 Count) SERRATED SQUEEGEE
(2.0 Count) 5 GAL. METAL SPIRAL MIXER
(1.0 Count) 1.88" x 60 YDS. MULTI-SURFACE PAINTER'S TAPE
(4.0 Count) TRUFUEL 50:1 110 OZ PRE OIL MIX
(6.0 Count) 10" OFFSET PROFESSIONAL SHEAR

LABOR

(45.0 Count) PACIFIC SOUTHWEST MANDAY - NON METRO PREVAILING WAGE

Other

(2.0 Count) Other
(1.0 Count) Material lift
(1.0 Count) Incidental: \$100,000 to \$499,999
(1.0 Count) Deck material and sheeting
(1.0 Count) Dumpsters
(1.0 Count) Freight

Scope of work

1. Setup safety and perform daily safety audit.
2. Pressure wash area to be coated.

3. Repair bad area in decking. 10 sq ft
4. Apply SolarGuard acrylic sealer to cracks. Blend in edges.
5. Apply Stone Grey SolarGuard HB @ 1.5 Gallons per square.
6. Apply Alphaguard Bio base @4 gallons per square reinforced with Permafab.
7. Apply Alphaguard Bio top @2 gallons per square.
8. Remove all debris and equipment from job sight.

| | |
|-----------------------|---------------------|
| Contract Cost: | \$149,370.78 |
|-----------------------|---------------------|

| |
|---|
| This quote is good for 60 days from date issued. This quote does not include taxes on service or material. This quote may or may not include local permits. |
|---|

Customer Signature _____ Date _____

TERMS AND CONDITIONS:

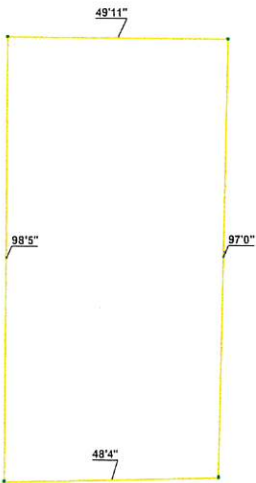
Unless all Work hereunder is to be performed within sixty (60) days, WTI shall submit an invoice to the Customer at the end of each calendar month for the amount due for the portion of the Work completed during that month. If all Work is to be performed within sixty (60) days, no invoice shall be submitted until all Work has been completed. Customer shall pay WTI in full within sixty (60) days after receipt of each invoice.

This Proposal is an offer by WTI to provide the Scope of Work set forth above to the Customer on the terms and conditions set forth herein and in WTI's standard terms and conditions (a copy of which may be obtained at <http://www.tremcoroofing.com/files/share/terms/TandCWTI.pdf>), which are hereby incorporated by reference (together, the "Terms and Conditions"). The Terms and Conditions will govern the Work to the exclusion of any other or different terms, including in any customer purchase order, unless otherwise expressly agreed in writing pursuant to a Master Agreement or similar contract with Customer signed by an authorized representative of WTI. Please confirm your acceptance either by return e-mail to the representative identified below or by having an authorized representative of Customer sign in the space provided below. Upon receipt of acceptance, WTI will process your order and promptly begin the Scope of Work. We appreciate your business and look forward to working with you at your facility.

OVERVIEW



MEASUREMENTS



SQUARES

| | |
|----------------------|-----------|
| Actual Squares: | 47.97 Sq. |
| Total Squares | |
| (Inc. Waste at 5 %): | 50.37 Sq. |

LINE MEASUREMENTS

| | |
|---------------|-------|
| Eaves: | 0 Ft. |
| Rakes: | 0 Ft. |
| Ridges: | 0 Ft. |
| Hips: | 0 Ft. |
| Valleys: | 0 Ft. |
| Step: | 0 Ft. |
| Wall: | 0 Ft. |
| Pitch Change: | 0 Ft. |

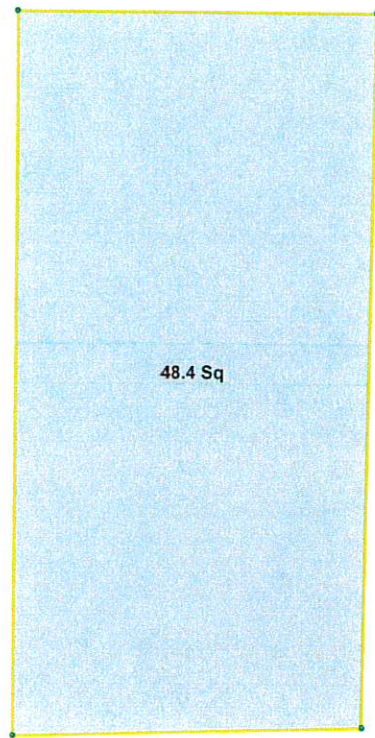
PITCH MEASUREMENTS

| | |
|-------------|-----------|
| Pitch 0/12: | 47.97 Sq. |
|-------------|-----------|

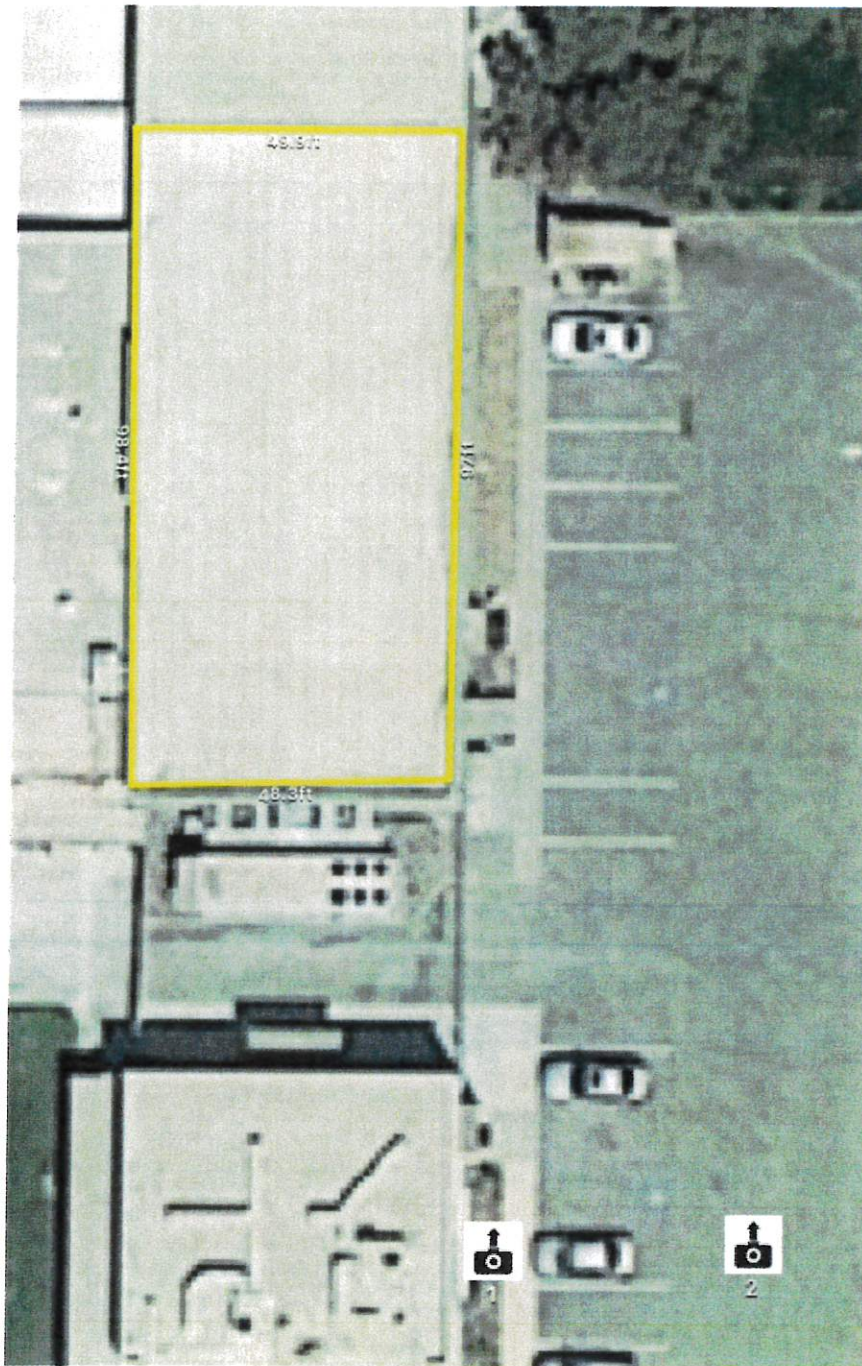
CATEGORY MEASUREMENTS

| | |
|---------------------|-------|
| Ice & Water Shield: | 0 Ft. |
| Ridge Vent: | 0 Ft. |
| Rake Edge: | 0 Ft. |
| Eave Edge: | 0 Ft. |
| Step Flashing: | 0 Ft. |
| Apron Flashing: | 0 Ft. |
| Gutters: | 0 Ft. |
| Gutter Toppers: | 0 Ft. |
| Down Spouts: | 0 Ft. |

AREAS



ASSESSMENT

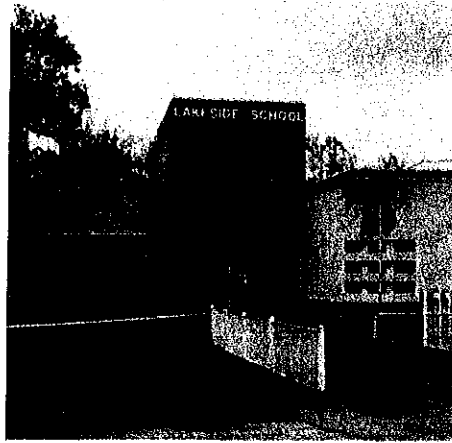


1



Other

Notes:



2



Other

Notes:



KERN COUNTY CONSORTIUM SELPA
MEMORANDUM OF UNDERSTANDING
TRANSFER OF 15% OF ERMHS FUNDS FROM MEMBER LEAS TO SELPA FOR
RESIDENTIAL TREATMENT CENTER (RTC) PLACEMENT SELPA SPECIAL ACCOUNT &
SELPA ERMHS FEE-FOR-SERVICE FOR STUDENTS PLACED IN
KERN COUNTY OFFICE OF EDUCATION OPERATED PROGRAMS
(*RESC 6546-State Apportionment and RESC 3327-Federal Grant*)

This Memorandum of Understanding ("MOU") is made by and between the Kern County Consortium SELPA ("SELPA") and the member local educational agencies ("Member LEAs") of the Kern County Consortium SELPA: [*Arvin Union School District, Delano Union Elementary School District, Delano Joint Union High School District, Fruitvale School District, Greenfield Union School District, Lakeside Union School District, Maple School District, Muroc Joint Unified School District, Norris School District, Rio Bravo-Greeley Union School District, Rosedale Union School District, Southern Kern Unified School District, Standard School District, Wonderful College Prep Academy (Delano and Lost Hills)*]. The Governing Board of the SELPA and each Member LEA has approved this MOU and has authorized the execution of this MOU by an authorized agent. SELPA and the Member LEAs may be collectively referred to as the "Parties" or individually as a "Party."

Purpose of MOU

Whereas Under current law, state and federal funds for educationally-related mental health services ("ERMHS") for students eligible for special education and related services are distributed to the SELPA which then distributes these funds to Member LEAs in accordance with the SELPA Local Plan ("Local Plan") and SELPA Allocation Plan ("Allocation Plan"); and

Whereas The Governor's 2022-2023 State Budget includes a recommendation ("Proposal") that, effective for the 2023-2024 school year, all state and federal ERMHS funding shift from the SELPA and, instead, be distributed directly to each Member LEA; and

Whereas The Parties to this MOU have a history of collaborative local decision-making that, under the existing funding and allocation structure, has ensured that the full continuum of services, including ERMHS, is available to all students served by the SELPA; and

Whereas To avoid the unnecessary changes and resulting consequences of the Proposal, the Parties desire to allocate 15% of each member LEAs ERMHS allocation to be included in a Residential Treatment Center (RTC) Placement SELPA Special Account for all member LEAs to have access to per the Residential Treatment procedures listed in the SELPA Procedural

Whereas The parties also desire to maintain SELPA as the ERMHS service provider for all students placed in Kern County Office of Education operated programs.

Now, therefore, In consideration of the mutual covenants, conditions and obligations set forth herein, the Parties do hereby agree as follows:

1. **MOU Conditioned on Proposal Going into Effect**
The Parties agree that this MOU is conditioned on the adoption of the Proposal, or a similarly worded proposal, that distributes ERMHS funds directly to the Member LEAs instead of distributing them to the SELPA.
2. **Effective Date**
This MOU shall be effective as of the date of the last-executed signature below or the date on which the Proposal is adopted, whichever is later
3. **Member LEAs Shall Transfer 15% ERMHS Funds to SELPA and**
Member LEAs agree to allocate 15% of each member LEAs ERMHS funds allocation to be included in a Residential Treatment Center (RTC) Placement SELPA Special Account for all member LEAs to have access to per the Residential Treatment procedures listed in the SELPA Procedural Manual for the 2023-2024 fiscal year, or any subsequent fiscal year in which this MOU is in effect. 15% of each member LEAs ERMHS funds will be immediately "S-transferred" to the Kern County Office of Education as the Administrative Unit ("AU") for the SELPA. This "S-Transfer" will be initiated by the Kern County Office of Education's Fiscal Services Department.
4. **Member LEAs Agree to SELPA ERMHS Fee-for-Service for All Students Placed in Kern County Office of Education Operated Programs**
Member LEAs also agree to maintain SELPA as the ERMHS service provider for all students placed in Kern County Office of Education operated programs. The SELPA's Governing Board determined that for the 2023-24 school year, member LEAs will pay SELPA \$15,000 per ERMHS service.

Member LEAs will receive an invoice from SELPA in July for the number of ERMHS services delivered over the span of the school year for their specific district.
5. **SELPA Agrees that 15% of ERMHS Funds to be Allocated for RTC SELPA Special Account**
SELPA agrees that 15% of ERMHS funds transferred from the Member LEAs to the SELPA AU will be allocated to be included in a Residential Treatment Center (RTC) Placement SELPA Special Account for all member LEAs to have access to per the Residential Treatment procedures listed in the SELPA Procedural Manual.
6. **SELPA Agrees to SELPA ERMHS Fee-for-Service for All Students Placed in Kern County Office of Education Operated Programs**

SELPA also agrees to provide all ERMHS services for students placed in Kern County Office of Education operated programs at the rate of \$15,000 per service for the 2023-24 school year.

7. Changes to ERMHS Programming

The Parties agree that, if any changes in ERMHS services are required because of the Proposal and/or implementation of this MOU, these changes will be determined by the SELPA Governing Board based on local needs and actual operating costs.

8. Timeline for Planning and Review of Any Changes in ERMHS RTC SELPA Special Account

The SELPA agrees that any changes to ERMHS RTC SELPA Special Account and ERMHS fee-for-service be determined by SELPA Governing Board on a yearly basis.

9. Automatic Renewal

The Parties agree that this MOU shall be renewed automatically for each subsequent fiscal year unless and until the planning and review indicated in Section 6, above, takes place and the SELPA Governing Board takes formal action to change the percentage of each member LEA's allocation to the ERMHS RTC SELPA Special Account and/or the ERMHS fee-for-service.

10. Superseded by Action of the SELPA Governing Board

Parties agree that this MOU and/or any of its terms will be superseded, and thereby rendered null and void, if the SELPA Governing Board, following SELPA procedures, makes changes to the ERMHS RTC SELPA Special Account allocation percentage and/or ERMHS fee-for-service affecting the subject matter of this MOU.

11. Severability/Waiver

If any provision of this MOU is determined to be illegal, unenforceable, or invalid, such provision shall in no way affect the validity of any other provision of this MOU. No waiver of any provision of this MOU shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

12. Execution of MOU Electronically and in Counterparts

This MOU may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed MOU. A facsimile or scanned version of any party's signature shall be deemed an original signature.

IN WITNESS WHEREOF, the Parties via their respective authorized representatives have executed and entered into this MOU as of the date set next to the signatures below:

Dated: _____

By: _____

Ty Bryson, District Superintendent
Lakeside Union School District

Dated: 6/23/2023

By: Jonathan Medina
Jonathan Medina, Assistant Superintendent

Lakeside Union School District

Job Description

TITLE: STUDENT ACHIEVEMENT SUPPORT & INTERVENTION I

QUALIFICATIONS:

1. High school diploma or GED.
2. Valid California driver's license.
3. Knowledge of basic clerical procedures.
4. Ability to learn computer skills.
5. Ability to communicate/collaborate effectively with staff and parents in a multicultural environment.
6. Bilingual ability may be required, depending on assignment.

REPORTS TO: Administration

JOB GOAL: To coordinate communications and serve as a liaison between the school, home, and the community; communicate with parents and provide a variety of information related to school programs, activities and events; facilitate home and community understanding of school programs and objectives and secure parent involvement in school activities; develop and maintain effective working relationships with students, parents, community groups and social service agencies.

ESSENTIAL FUNCTIONS:

1. Be visible on grounds and in classrooms to reinforce positive behavior.
2. Visit classrooms to discuss playgroup rules and appropriate school behavior.
3. Meet with students to discuss proactive techniques for academic success.
4. Coordinate communications and information between the school, home and the community.
5. Facilitate home and community understanding of school programs and objectives.
6. Secure parent involvement in school activities.
7. Develop and maintain effective working relationships with students, parents, community groups, and social service agencies.
8. Perform liaison duties between school and parents.
9. Maintain communication with parents by telephone, home visits, and mail regarding student deficiencies.
10. Verify student absences.
11. Obtain parent signatures.
12. Verify residency.

13. Drive a vehicle to make home visits to acquire information and discuss school related problems such as absenteeism, illnesses, behavior problems, and other matters.
14. Maintain confidentiality of sensitive privileged information.
15. Represent the district at a variety of school and community meetings.
16. Attend workshops and conferences as assigned.
17. Participate in parent teacher conferences as assigned.
18. Prepare and deliver oral presentations as requested.
19. Perform a variety of clerical duties including typing, data entry, answering telephones, duplicating materials, and preparing correspondence.
20. Translate written materials and oral conversation from English to a second language as assigned by the position.
21. Perform other related duties as assigned.

The above statements are intended to describe the general nature and level of work being performed. They are not intended to be construed as an exhaustive list of all responsibilities, duties, and skills required of personnel so classified.

TERMS OF EMPLOYMENT: Salary and work year to be according to current schedule.

EVALUATION: According to Board Policies and Procedures and consistent with collective bargaining agreements when applicable.

Student Affairs and Support - Intervention I & II Proposed Salary Schedules

| Position | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| SASI I | \$ 20.00 | \$ 20.44 | \$ 20.89 | \$ 21.35 | \$ 21.82 | \$ 22.30 | \$ 22.79 | \$ 23.29 | \$ 23.80 | \$ 24.33 | \$ 24.86 | \$ 25.41 |
| SASI II | \$ 22.00 | \$ 22.48 | \$ 22.98 | \$ 23.48 | \$ 24.00 | \$ 24.53 | \$ 25.07 | \$ 25.62 | \$ 26.18 | \$ 26.76 | \$ 27.35 | \$ 27.95 |

Lakeside Union School District

Job Description

TITLE: STUDENT ACHIEVEMENT SUPPORT & INTERVENTION II

QUALIFICATIONS:

1. High school diploma or GED.
2. Valid California driver's license.
3. Knowledge of basic clerical procedures.
4. Ability to learn computer skills.
5. Ability to communicate/collaborate effectively with staff and parents in a multicultural environment.
6. Bilingual ability may be required, depending on assignment.

REPORTS TO: Administration

JOB GOAL: To coordinate communications and serve as a liaison between the school, home, and the community; communicate with parents and provide a variety of information related to school programs, activities and events; facilitate home and community understanding of school programs and objectives and secure parent involvement in school activities; develop and maintain effective working relationships with students, parents, community groups and social service agencies.

ESSENTIAL FUNCTIONS:

1. Be visible on grounds and in classrooms to reinforce positive behavior.
2. Visit classrooms to discuss playgroup rules and appropriate school behavior.
3. Supervise after school programs, noontime recess, after school, evening and weekend activities as assigned by administration.
4. Meet with students to discuss proactive techniques for academic success.
5. Responds to teacher request for assistance in the classroom. Assists in incidents involving students in the midst of physical altercation.
6. Assists with investigations related to school infractions, including interviewing alleged suspects, victims, and witnesses.
7. Coordinate communications and information between the school, home and the community.
8. Provides information to students concerning the law as it relates to juveniles and community resources.
9. Facilitate home and community understanding of school programs and objectives.
10. Secure parent involvement in school activities.

11. Develop and maintain effective working relationships with students, parents, community groups, and social service agencies.
12. Perform liaison duties between school and parents.
13. Maintain communication with parents by telephone, home visits, and mail regarding student deficiencies.
14. Verify student absences.
15. Obtain parent signatures.
16. Verify residency.
17. Drive a vehicle to make home visits to acquire information and discuss school related problems such as absenteeism, illnesses, behavior problems, and other matters.
18. Maintain confidentiality of sensitive privileged information.
19. Represent the district at a variety of school and community meetings.
20. Attend workshops and conferences as assigned.
21. Participate in parent teacher conferences as assigned.
22. Prepare and deliver oral presentations as requested.
23. Perform a variety of clerical duties including typing, data entry, answering telephones, duplicating materials, and preparing correspondence.
24. Translate written materials and oral conversation from English to a second language as assigned by the position.
25. Perform other related duties as assigned.

The above statements are intended to describe the general nature and level of work being performed. They are not intended to be construed as an exhaustive list of all responsibilities, duties, and skills required of personnel so classified.

TERMS OF EMPLOYMENT: Salary and work year to be according to current schedule.

EVALUATION: According to Board Policies and Procedures and consistent with collective bargaining agreements when applicable.

Student Affairs and Support - Intervention I & II Proposed Salary Schedules

| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| Position | | | | | | | | | | | | |
| SASI I | \$ 20.00 | \$ 20.44 | \$ 20.89 | \$ 21.35 | \$ 21.82 | \$ 22.30 | \$ 22.79 | \$ 23.29 | \$ 23.80 | \$ 24.33 | \$ 24.86 | \$ 25.41 |
| SASI II | \$ 22.00 | \$ 22.48 | \$ 22.98 | \$ 23.48 | \$ 24.00 | \$ 24.53 | \$ 25.07 | \$ 25.62 | \$ 26.18 | \$ 26.76 | \$ 27.35 | \$ 27.95 |

Lakeside Union School District

Job Description – District Clerk

DEFINITION:

The District Clerk provides services which contribute to the effectiveness of the District by performing a variety of general clerical, typing, and record keeping duties. Under the supervision of the Superintendent or designee, the District Clerk performs a variety of specialized duties in the recruitment, screening, selection, classification and processing of new personnel; serves as a technical resource to employees regarding personnel functions, activities, laws, codes, rules, regulations, policies and procedures.

DISTINGUISHING CHARACTERISTICS:

The District Clerk classification performs a variety of specialized duties in position control and the recruitment, screening, selection, classification and processing of new personnel. The District Clerk classification performs a variety of human resource functions in position control, staffing allocations, recruitment, classification and compensation of classified and certificated employees.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Performs variety of clerical work related to function of the District Office.
- Assists in checking, preparing and assembling miscellaneous reports.
- Types letters, masters, permits, records, case records, lists, requisitions, work tags and other miscellaneous materials.
- Checks, prepares, assembles and tabulates materials and information from various sources for records and reports.
- Checks and reviews data for completeness and conformance with established policies and procedures;
- Provides first aid, CPR and other health services as require.
- Answers telephone, makes appointments relays messages and provides information to staff and public.
- Keeps records, files and performs other clerical duties common to school district organization.
- Performs other related duties as assigned
- Perform a variety of specialized duties in the recruitment, screening, selection, classification and processing of new personnel; assure related activities comply with established laws, codes, rules, regulations, policies and procedures; resolve a variety of personnel-related issues and concerns.
- Serve as a technical resource to employees regarding personnel functions, activities and requirements; respond to inquiries, resolve issues and conflicts and provide technical and detailed information concerning related laws, codes, rules, regulations, practices, policies and procedures.
- Process new personnel; prepare and explain employee paperwork, fingerprinting procedures and physical requirements; distribute, collect and process various forms and applications; arrange and follow-up for clearance on fingerprints, physicals, examinations and other employment matters.
- Establish and maintain a variety of personnel files and records according to established policies and procedures; process and update records and files with new hires, transfers, promotions, terminations, salary increases, evaluations and other employee information.

- Input a variety of employee information into an assigned computer system; maintain automated employee files and records; generate a variety of computerized lists and reports as requested; assure accuracy of input and output data.
- Assist in the development, implementation and evaluation of human resources policies, standards and procedures to enhance departmental efficiency; develop forms and documents to meet departmental needs; research a variety of personnel information and requirements as needed.
- Prepare and distribute a variety of announcements for job openings and other recruitment information; establish recruitment timelines; review applications for minimum qualifications and completeness; verify eligibility and background information of applicants.
- Conduct orientations and provide information to new employees regarding vacation days, sick days, benefits and organizational rules and regulations; prepare and distribute correspondence and informational materials as directed.
- Participate in interview panels to determine eligibility of candidates as assigned; notify applicants of interview and examination information and results.
- Monitor employee status concerning salary increases and probationary periods; notify payroll of salary, longevity and professional growth increases.
- Conduct classification studies and salary surveys as required; prepare and maintain detailed job descriptions for assigned classified and certificated positions as assigned; update job descriptions in response to changes in job duties, qualifications and requirements.
- Research, compile and provide a variety of information for reports, special projects, salary negotiations, interviews, Board meetings, employee orientations and other personnel-related functions.
- Prepare and maintain a variety of records, reports and files related to recruitment, advertisements and assigned activities; maintain eligibility lists as required; prepare and place recruitment and other informational materials on the internet and various other media as required.
- Composes a variety of correspondence including forms, letters, memoranda and other materials; duplicates and distributes materials and forms; reviews written materials for accuracy and completeness.
- Operate a variety of office equipment including a copier, fax machine, computer and assigned software.
- Communicate with personnel and a variety of outside agencies to exchange information and resolve issues or concerns.
- Attend and participate in various meetings as assigned; prepare personnel agenda materials and informational packets as required.

QUALIFICATIONS GUIDE

Knowledge of:

- Knowledge of modern office practices, procedures, and operations of common office equipment
- Proficiency as typist; ability to make accurate math computations;
- Experience in organization and management of office;
- Ability to follow oral and written directions; ability to use independent judgment
- Ability to work effectively with staff, students and public;

- Bilingual ability may be required, depending on assignment
- Human resources office functions, practices and procedures.
- Practices and procedures related to classified personnel.
- Principles, techniques, procedures and terminology involved in the recruitment, screening, selection, classification and processing of new personnel.
- Applicable laws, codes, rules, regulations, policies and procedures.
- Operations, policies and objectives relating to human resources activities.
- Common occupations and their requirements.
- Record-keeping and report preparation techniques.
- Correct English usage, grammar, spelling, punctuation and vocabulary.
- Organizational operations, policies and objectives.
- Modern office procedures and record-keeping techniques.
- Oral and written communication skills.
- Interpersonal skills using tact, patience and courtesy.

The above statements are intended to describe the general nature and level of work being performed. They are not intended to be construed as an exhaustive list of all responsibilities, duties and skills required of the District Clerk position.

Ability to:

- Perform a variety of specialized duties in the recruitment, screening, selection, classification and processing of new personnel.
- Serve as a technical resource to employees regarding personnel functions, activities and requirements.
- Establish and maintain manual and automated employee records and files.
- Interpret, apply and explain laws, codes, rules, regulations, policies and procedures.
- Compile and verify data and prepare reports.
- Prepare announcements for job openings and place advertisements.
- Distribute, screen and process employment applications and other personnel-related documents.
- Process new personnel and conduct employee orientations as assigned.
- Resolve personnel-related issues and concerns with discretion and confidentiality.

- Communicate effectively both orally and in writing.
- Establish and maintain cooperative and effective working relationships with others.
- Operate standard office equipment including a computer and assigned software.
- Work independently with little direction.
- Meet schedules and timelines.
- Type or input at an acceptable rate of speed.
- Complete work with many interruptions.

EDUCATION/EXPERIENCE:

Any combination equivalent to: graduation from high school supplemented by college-level course work in human resources or related field and three years increasingly responsible clerical experience including frequent public contact and work with human resources functions involving the recruitment, screening and processing of new employees.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Dexterity of hands and fingers to operate a computer keyboard.
- Hearing and speaking to exchange information.
- Sitting or standing for extended periods of time.
- Seeing to read a variety of materials.
- Bending at the waist, kneeling or crouching to file and retrieve materials.
- Lifting, carrying, pushing or pulling objects up to 20 pounds.

WORK ENVIRONMENT:

Indoor/Office environment. The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually moderate.

Classified Confidential/Management Salary Schedule
2023-2024

Approved: 2/2/2023

| Job Title | Steps | | | | | | | | | | | |
|--------------------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| MOT Director | 34.56 | 35.60 | 36.66 | 37.76 | 38.90 | 40.06 | 41.27 | 42.50 | 43.78 | 45.09 | 46.45 | 47.84 |
| Business Manager | 32.38 | 33.35 | 34.35 | 35.38 | 36.44 | 37.54 | 38.66 | 39.82 | 41.02 | 42.25 | 43.52 | 44.82 |
| Administrative Assistant | 31.15 | 32.08 | 33.05 | 34.04 | 35.06 | 36.11 | 37.19 | 38.31 | 39.46 | 40.64 | 41.86 | 43.12 |
| District Clerk | 27.09 | 27.90 | 28.74 | 29.60 | 30.49 | 31.40 | 32.35 | 33.32 | 34.32 | 35.35 | 36.41 | 37.50 |
| Pool Manager | 21.50 | 22.15 | 22.81 | 23.49 | 24.20 | 24.92 | 25.67 | 26.44 | 27.24 | 28.05 | 28.89 | 29.76 |

Step increase: 1.03

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%