

LAKESIDE UNION SCHOOL DISTRICT
BOARD OF TRUSTEES
SPECIAL MEETING
AGENDA

Lakeside School Auditorium
14535 Old River Road
Bakersfield, CA 93311

September 29, 2021
6:00 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 agenda items with the Board. There will be a three-minute time limit per person or twenty minutes total per item. (BB9323)*

3. DISCUSSION OR ACTION ITEMS

A. General Control

(1) Presentation of Facilities Master Plan Proposals.

(2) Approval of Resolution #09292021 – Authorize Participation in the SISC FLEX Plan.

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

B. Budget and Finance

(1) Open Public Hearing for ESSER III Expenditure Plan

(2) Close Public Hearing.

C. Personnel

(1) Approval to hire Aurora Garcia, as a Mild/Moderate Teacher on a (PIP) Provisional Internship Permit at Lakeside.

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

(2) Approval for Technology Support Technician Job Description.

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

- (3) Receipt and Public Notice of the California School Employees Association and its Lakeside/Old River Chapter 730's Initial Reopener Proposal to the Lakeside Union School District for the 2021-2022 school year pursuant to Government Code section 3547. A public hearing regarding the proposal will be scheduled by the Board of Trustees for the next Board Meeting.
- (4) Receipt and Public Notice of the Lakeside/Suburu Teachers Association Initial Reopener Proposal to the Lakeside Union School District for the 2021-2022 school year pursuant to Government Code section 3547. A public hearing regarding the proposal will be scheduled by the Board of Trustees for the next Board meeting.

4. ADVANCE PLANNING

A. Future Meeting Dates

- (1) Regular Board Meeting – October 12, 2021 at 6:30 p.m. in the Lakeside School Auditorium.

5. 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.

**BEFORE THE BOARD OF EDUCATION
OF THE LAKESIDE UNION SCHOOL DISTRICT
COUNTY OF KERN, STATE OF CALIFORNIA**

A resolution to authorize participation
in the **SISC FLEX Plan**

RESOLUTION NO. 09292021

WHEREAS it is determined to be in the best interest of the Lakeside Union School District (hereinafter referred to as the “Qualified Employer”) to participate in the SISC Flex Plan (the “Plan”) and provide Eligible Employees with a program that allows for certain medical and dependent care expenses to be paid with pre-tax dollars; and

WHEREAS, the Self-Insured Schools of California (“SISC”), a Public Agency, has made such a plan available to the Qualified Employer and its Eligible Employees, and is intended to qualify as a “cafeteria Plan” within the meaning of Section 125 of the Internal Revenue Code of 1986, as amended and shall be construed in a manner consistent with that Section. The tax implications of the Plan are subject to rulings, regulations and the application of the tax laws of the state and federal government; and

WHEREAS the Plan, consists of a Benefit Cost Plan (commonly referred to as the “premium only portion” of a cafeteria plan or “POP”), a Qualified Health Care Expense Account, and a Qualified Dependent Care Expense Account; and

WHEREAS, the Plan provides that a Qualified Employer may, with the consent of SISC, adopt the Plan and participate therein by a properly executed document evidencing said intent of said Qualified Employer.

NOW, THEREFORE, BE IT RESOLVED:

1. The Governing Board of the Qualified Employer does hereby adopt the SISC Flex Plan effective the first day of October 1, 2021, and the Qualified Employer hereby consents to such adoption and participation upon the following terms:

- a. The categories of employees that are eligible to participate in the Benefit Cost Plan, Qualified Health Care Expense Account, and/or Qualified Dependent Care Expense Account shall be designated by a Qualified Employer on the appendix attached to this Resolution
- b. When an organization ceases to be a member of the SISC III Health Benefits program, that organization’s coverage under the SISC Flex Plan terminates. Should this termination occur in the middle of the SISC Flex Plan Year, the terminating organization is required to pay monthly administration fees for each of the SISC Flex Health Care and Dependent Care Participants until the end of the plan year. These administrative fees are specified in the SISC Flex Plan Document, Appendix A, Service Agreement.
- c. It is the intention of the parties that the Qualified Employer shall be a party to the Plan and treated in all respects as the Qualified Employer thereunder, with its Eligible Employees to be considered as the Employees and Participants, as the case may be, thereunder.
- d. However, the participation of the Qualified Employer in the Plan shall in no way diminish, augment, modify, or in any way affect the rights and duties of the Qualified Employer, its Employees, or Participants, under the Plan.

e. The execution of this Agreement by this Qualified Employer shall be construed as the adoption of the Plan in every respect, or any part thereof as specified in SISC Flex Plan Document, as if said Plan had this date been executed by the Qualified Employer, except as otherwise expressly provided herein or in any amendment that may subsequently be adopted hereto.

f. All actions required by the Plan to be taken by SISC shall be effective with respect to the Qualified Employer if taken by SISC, and the Qualified Employer hereby designates SISC as its agent for such purposes. To the extent SISC designates a person or entity to perform specific administrative functions under the Plan, actions taken by such designee shall be treated as actions taken by SISC.

g. By participating in the Plan, each Qualified Employer understands and agrees that in the event the Internal Revenue Service or any state or political subdivision thereof should ever assess or impose any taxes, charges and/or penalties upon any benefits received under the Plan, the recipient of the benefit will be responsible for those amounts, without contribution from SISC.

h. The periods for filing of Salary Reduction Agreement election forms shall be as established by the Qualified Employer as long as they are in accordance with SISC requirements and the Internal Revenue Code.

i. If a Participant fails to claim any amounts in the Qualified Health Care or Dependent Care Expense account by the time allowed in the SISC Flex Plan, such amounts shall not be carried over to reimburse the Participant for expenses incurred during a subsequent Plan Year and rights to such amounts shall be forfeited by the Participant.

j. If a Qualified Employer maintains any Flex plans in addition to the SISC Flex Plan, the Qualified Employer is responsible for ensuring that the contribution amounts, when aggregated between the existing Flex plans, are in compliance with maximums specified under IRS Code Sections 125 and 129.

k. All forfeitures under this Plan shall be used first to offset any losses experienced by the Plan during the Plan Year as a result of making reimbursements with respect to any Participant in excess of the contributions made by such Participant via salary reductions. Second, forfeitures shall be used to reduce the cost of administering this Plan.

The following resolution, on motion of Trustee _____, seconded by Trustee _____, was duly passed and adopted this 29th day of September, 2021 by the following vote:

AYES: _____
NOES: _____
ABSENT: _____
ABSTAIN: _____

GOVERNING BOARD OF THE
LAKESIDE UNION SCHOOL DISTRICT

By: _____

Title: Superintendent

Qualified Employer Federal I.D. Number: 95-6001808

Appendix to Board Resolution No. 09292021;

Qualified Employer: LAKESIDE UNION SCHOOL DISTRICT

DESIGNATION OF EMPLOYEES ELIGIBLE TO PARTICIPATE IN THE SISC FLEX PLAN

The employees that are eligible to participate in the SISC Flex Plan are (check all that apply):

☒ Certificated employees (including management)

☒ Classified employees (including management)

☐ Part time employees. For this purpose, a part time employee shall mean an employee that works less than 20 hours per week (not considered a 50% employee).

SISC Flex Plan (Employer FAQ)

General

Where should I send the annual online enrollment excel file, paper enrollment forms, or change forms?

Enrollment and change form information should be sent to Carmen Gonzales via secure e-mail or fax.

- Secure e-mail website: <https://securemail.kern.org> or <https://filetransfer.kern.org>
- E-mail: cagonzales@kern.org
- Fax: 661-636-4063

Who do I contact with questions?

For any questions about the SISC Flex Plan, please contact Carmen Gonzales:

- Email: cagonzales@kern.org
- Phone: 661-636-4416

When are employees eligible to join the plan?

Employees are eligible to enroll during open enrollment for a January effective date. The open enrollment period is determined by the employer and SISC Flex Plan administrator. SISC Flex recommends an open enrollment period no sooner than September but no later than November. New hires or mid-year qualifying events may allow an employee to enroll 60 days from the date of qualifying event. See the Plan Document and/or Summary Plan Description for details.

Where do participants submit claims?

Participants will submit claims for reimbursement directly to Navia Benefit Solutions. They will be able to submit their claims through the following methods:

- Online: <https://naviabenefits.com>
- Mobile app: Available in the Apple and Android app stores
- E-mail: claims@naviabenefits.com

Will participants receive debit cards?

Yes. Participants will receive one card in their name and can order additional cards in a spouse or dependents name.

Will participants receive a new debit card each year?

No, participants need to keep their current debit cards and their new election amount will be loaded to their existing card. The card expires every three years, at which time participants will automatically receive a new card in the mail.

What is the difference between the claims run-out vs. grace period?

Claims run-out is a period of time after the plan year has ended for the participant to submit claims for reimbursement. The Grace Period is an additional 2 ½ months after the plan year end date (March 15th) that permits participants to incur expenses against the balance in the plan year that recently ended. Grace Period expenses must be submitted by the end of the claims run-out period for the year (March 31st).

How can an employee find out their balance in the account?

Employees have access to the Navia participant portal, MyNavia App or may call Navia for balances and claims activity.

How do I handle my employee's SISC Flex Plan while they are on an Unpaid Leave of Absence ("LOA")?

It is important to discuss LOA options with the employee before they go on leave. Determine whether the employee is eligible to continue coverage and whether the employee wants to continue during leave. If so, determine how they will fund the benefit. If coverage continues, expenses incurred during leave are eligible. There are two funding options: 1) accelerate contributions out of the last paycheck before leave begins; and 2) catch-up payments upon return. The employer would not submit a change form and expenses incurred during leave would be eligible. If the employee revokes coverage, expenses incurred during the LOA are not eligible for reimbursement. Upon return from leave, the employee may resume their original per paycheck deduction (thereby decreasing their annual election by the amount of the missed contributions) or they may increase their per paycheck deduction to meet their annual election. You must record a LOA start and end date with SISC Flex by submitting a change form to ensure ineligible expenses are not reimbursed.

Do I have to complete the Non-Discrimination Testing ("NDT")?

IRS regulations require that all Dependent Care Expense accounts undergo NDT each plan year. The NDT is included in your plan. As a participating SISC III member, all NDT testing is completed on your behalf.

Can my employees make changes to their elections mid-year?

Yes, participants can make changes to their elections mid-year if they have experienced a qualifying change event. The requested election change must be consistent with the qualifying change event. The qualifying change event must be 60 days from the date a change form is submitted.

What qualifies as a qualifying change event?

In general, an employee cannot change their elections after the beginning of the plan year. However, if they have experienced a "qualifying change of event" they may be able to change their election. Keep in mind that their election change request must be consistent with the qualifying change of event. The following is a list of possible qualifying change of events:

- Marriage, divorce, death of spouse or dependent, legal separation, or annulment
- Birth, adoption, or placement for adoption
- Change in employment status that affects eligibility for benefits such as; termination or commencement of employment, commencement of or return from unpaid leave of absence, change in employment status that results in the participant, spouse, or dependent child becoming or ceasing to be eligible under the individuals' plan
- Dependent child satisfies or ceases to satisfy dependent eligibility requirements
- A change in dependent care provider or rates

How do I handle my employee's SISC Flex Plan termination?

Confirm qualifying event with Carmen Gonzales at SISC Flex. Then, submit a change form for a qualifying event prior to effective date.

How do I manage payroll deductions?

Once SISC Flex has received, processed, and approved enrollments and changes employer should set-up pre-tax employee payroll deductions.

How will SISC Flex Plan contributions be funded?

Each month SISC Flex will send a report to employers. Employers should verify that all information on the monthly report is correct. Then, submit a copy of report with checks to SISC Flex. Mailing address is as follows: P O Box 1808, Bakersfield, CA 93303-1808.

APPENDIX A
SISC FLEX SERVICE AGREEMENT

RECITALS

_____ School District ("Qualified Employer") has established certain employee benefit programs, including one or more of the following: a Health Benefit Plan under Code Section 105; a Qualified Health Care Expense account under Code Section 105; a Qualified Dependent Care Expense account under Code Section 129; each offered under a Code Section 125 cafeteria plan. Qualified Employer has requested SISC ("SISC FLEX") to act as its agent for the payment of certain benefits and to furnish certain administrative services for one or more of the Benefit Costs for a Health Benefit Plan, a Qualified Health Care Expense account and/or a Qualified Dependent Care Expense account as described in this Service Agreement ("Agreement"). In consideration of the mutual promises contained in this Agreement, Qualified Employer and SISC FLEX agree as follows:

ARTICLE I. INTRODUCTION

1.1 Effective Date and Term

The effective date of this Agreement is _____ ("Effective Date"). If this Service Agreement commences on a date other than January 1, the initial term shall be a period shorter than a full twelve month Plan Year commencing on the Effective Date and ending December 31 of the same calendar year; thereafter, this Agreement will renew automatically for successive periods of twelve (12) months unless this Agreement is terminated in accordance with the provisions of Section 6.6. If the Qualified Employer's plan of benefits commences on a date other than January 1 of a calendar year, the contributions to this Plan will be appropriately prorated. In addition, the maximum contribution to this Plan for the short Plan Year will be pro rated according to the remaining number of months in the Plan Year. The Effective Date of this Agreement must be on the first day of a calendar month.

1.2 Scope of Undertaking

SISC FLEX is and shall remain an independent contractor with respect to the services being performed hereunder and shall not for any purpose be deemed an employee of Qualified Employer. Nor shall SISC FLEX and Qualified Employer be deemed partners, or engaged in a joint venture. SISC FLEX does not assume any responsibility for any act or omission or breach of duty by Qualified Employer. Nor is SISC FLEX in any way to be deemed an insurer, underwriter or guarantor with respect to any benefits payable under the Plan. Nothing in this Agreement shall be deemed to impose upon SISC FLEX any obligation to any employee of Qualified Employer or any Participant.

1.3 Definitions

The capitalized terms used in this Agreement shall have the meaning as set forth in the Plan document, unless specifically defined within the text of this Agreement.

ARTICLE II. EMPLOYER RESPONSIBILITIES

2.1 Sole Responsibilities

Qualified Employer gives SISC FLEX the authority to act on behalf of Qualified Employer in connection with the Plan but only as expressly stated in this Agreement, the Plan document or as mutually agreed in writing by Qualified Employer and SISC FLEX. All final determinations as to a Participant's entitlement to Plan benefits are to be made by SISC FLEX, including any determination upon appeal of a denied claim for Plan benefits. Qualified Employer is responsible for all legal requirements and administrative obligations of the Plan, except as specifically described in Article III.

2.2 Service Changes; Funding

Qualified Employer shall promptly fund an account maintained for the payment of Plan benefits as described in Article IV.

2.3 Information to SISC FLEX

Qualified Employer shall furnish the information requested by SISC FLEX as determined necessary to perform SISC FLEX's functions hereunder, including information concerning the Plan and the eligibility of individuals to participate in and receive Plan benefits ("Contribution Billing Reports "). In addition, in order for a Qualified Employer to provide automatic, pre-tax salary reductions for the Health Benefits Costs of Eligible Employees who enroll in a Health Benefit Plan or Plans, the Qualified Employer shall provide a written copy of a current collective bargaining agreement that specifically authorizes such automatic, pre-tax salary reductions for Health Benefits Costs and shall provide the required notice of such automatic election to employees that includes a description of the employees' rights to waive such automatic salary reductions on a pre-tax basis. Such information shall be provided to SISC FLEX in the time and in the manner agreed to by Qualified Employer and SISC FLEX. SISC FLEX shall have no responsibility with regard to benefits paid in error due to Qualified Employer's failure to timely update such information. On a monthly basis, SISC FLEX shall provide Qualified Employer with updated Contribution Billing Reports by electronic medium unless otherwise agreed by the parties. Any changes made to the Contribution Billing Reports by the Qualified Employer shall specify the effective date for each Participant who is added to or terminated from participation in the Plan. All changes must be supported with appropriate enrollment or change of status forms. Qualified Employer shall be responsible for ensuring the accuracy of its Contribution Billing Reports, and bears the burden of proof in any dispute with SISC FLEX relating to the accuracy of its Contribution Billing Reports. SISC FLEX shall have no liability to Qualified Employer or any Participant as a consequence of an inaccurate Contribution Billing Reports, and SISC FLEX shall not have any obligation to credit Qualified Employer for any claims expenses or administrative fees incurred or paid to SISC FLEX as a consequence of Qualified Employer failing to review Contribution Billing Reports for accuracy. SISC FLEX shall assume that all such information is complete and accurate and is under no duty to question the completeness or accuracy of such information.

2.4 Plan Changes

Qualified Employer is responsible for the Plan's compliance with all applicable federal and state laws and regulations. SISC FLEX shall provide Qualified Employer with the Plan document and any amendments thereto. SISC FLEX will notify Qualified Employer of any changes to the Plan at least thirty (30) days before the effective date of such changes, or as soon as administratively practicable. Qualified Employer acknowledges that SISC FLEX is not providing tax or legal advice and that Qualified Employer shall be solely responsible for determining the legal and tax status of the Plan.

2.5 Liability for Claims

SISC FLEX is responsible for payment of claims made pursuant to, and the benefits to be provided by, the Plan. Except for expenses specifically assumed by SISC FLEX in this Agreement, Qualified Employer is responsible for all expenses incident to the Plan.

2.6 Indemnification

Qualified Employer shall indemnify SISC FLEX and hold it harmless from and against all loss, liability, damage, expense, attorneys' fees or other obligations, resulting from, or arising out of, any act or omission of Qualified Employer in connection with the Plan or claim, demand, or lawsuit by Participants and beneficiaries against SISC FLEX in connection with benefit payments or services performed hereunder. In addition, Qualified Employer shall indemnify SISC FLEX and hold it harmless from and against any liability, expense, demand, or other obligation resulting from, or out of any premium charge, tax or similar assessment (federal or state), for which the Plan or Qualified Employer is liable. Qualified Employer shall also have the indemnification obligation described in Section 3.3.

ARTICLE III. SISC FLEX RESPONSIBILITIES

3.1 Sole Responsibilities

SISC FLEX's sole responsibilities shall be as described in this Agreement. SISC FLEX generally provides the following administrative, reimbursement and recordkeeping services:

- (a) SISC FLEX shall make available (by electronic medium and paper copy) enrollment and reimbursement forms and instruction for filing Participant claims.
- (b) Upon receiving instructions from Qualified Employer with regard to a Participant's change in status or other event that permits an allowable change under IRS regulations and the SISC FLEX Plan document, SISC FLEX shall make the requested change in the Participant's election in accordance with the Plan document.
- (c) SISC FLEX shall prepare nondiscrimination tests for the Plan as necessary or appropriate under IRS rules.
- (d) SISC FLEX shall make initial decisions with regard to Participant claims and typically disburse any benefit payments that it determines to be due within ten (10) business days of the day on which the SISC FLEX receives the claim. Benefit payments shall be made directly to the Participant.
- (e) SISC FLEX shall notify Participants with regard to any claims that are denied due to inadequate substantiation or data submission and provide an adequate period of time for the Participant to resubmit the claim.

SISC FLEX is not responsible for the Qualified Employer's compliance with COBRA and HIPAA.

3.2 Service Delivery

SISC FLEX shall provide customer service personnel during normal business hours as determined by SISC FLEX by telephone. SISC FLEX shall not be deemed in default of this Agreement, nor held responsible for, any cessation, interruption or delay in the performance of its obligations hereunder due to causes beyond its reasonable control, including, but not limited to, natural disaster, act of God, labor controversy, civil disturbance, disruption of public markets, war or armed conflict, or the inability to obtain sufficient materials or services required in the conduct of its business, including Internet access, or any change in or the adoption of any law, judgment or decree.

3.3 Benefit Payment

SISC FLEX shall, as agent of Qualified Employer, operate under the express terms of this Agreement and the Plan. SISC FLEX shall initially determine if persons covered by the Plan (as described in the Contribution Billing Reports) are entitled to benefits under the Plan and shall pay Plan benefits in its usual and customary manner, to Participants as set forth in this Article III and Article IV. SISC FLEX shall have no duty or obligation with respect to claims incurred prior to the Effective Date ("Prior Reimbursement Requests"), if any, and/or Plan administration (or other) services arising prior to the Effective Date ("Prior Administration"), if any, regardless of whether such services were/are to be performed prior to or after the Effective Date. Qualified Employer agrees that: (a) SISC FLEX has no responsibility or obligation with respect to Prior Reimbursement Requests and/or Prior Administration; (b) Qualified Employer will be responsible for processing Prior Reimbursement Requests (including any run-off claims submitted after the Effective Date and maintaining legally required records of all Prior Reimbursement Requests and Prior Administration sufficient to comply with applicable legal (e.g. IRS substantiation) requirements; and (c) Qualified Employer shall indemnify and hold SISC FLEX harmless for any liability relating to Prior Reimbursement Requests and/or Prior Administration.

3.4 Coverage for Employee Dishonesty

Self-Insured Schools of California (SISC) maintains a crime insurance policy for officers of the company and all SISC employees involved in collecting money or making claim payments. This policy covers the loss of money resulting directly from the fraudulent or dishonest acts committed by an employee acting alone or in collusion with others.

3.5 Reporting

SISC FLEX shall make available to Qualified Employer each month via electronic medium (unless otherwise agreed by the parties) a master report showing the payment history and status of Participant claims and the amounts and transactions of Participant accounts during the preceding month. SISC FLEX shall also make available to Participants each month via electronic medium a report showing their individual payment history and status of claims and the amounts and transactions in their individual accounts during the preceding month.

3.6 Claims Appeals

SISC FLEX shall make final determination regarding any claim for benefits on coverage that is appealed after initial rejection including: (a) any question of eligibility or entitlement of the claimant for coverage under the Plan; (b) any question with respect to the amount due; or (c) any other appeal.

3.7 Recordkeeping

SISC FLEX shall maintain, for the duration of this Agreement, the usual and customary books, records and documents, including electronic records, that relate to the Plan and its Participants that SISC FLEX has prepared or that has otherwise come within its possession. These books, records and documents, including electronic records are the property of SISC FLEX.

3.8 Standard of Care; Erroneous Payments

SISC FLEX shall use reasonable care and due diligence in the exercise of its powers and the performance of its duties under this Agreement. If SISC FLEX makes any payment under this Agreement to an ineligible person, or if more than the correct amount is paid, SISC FLEX shall make a diligent effort to recover any payment made to or on behalf of an ineligible person or any overpayment. However, SISC FLEX will not be liable for such payment, unless SISC FLEX would otherwise be liable under another provision of this Agreement.

3.9 Non-Discretionary Duties; Additional Duties

SISC FLEX and Qualified Employer agree that the duties to be performed hereunder by SISC FLEX are non-discretionary duties. SISC FLEX and Qualified Employer may agree to additional duties in writing as may be specified in this Agreement from time to time.

ARTICLE IV BENEFIT PAYMENTS; EMPLOYER'S FUNDING RESPONSIBILITY

4.1 Funding and Payment of Benefits

For each applicable pay period, the Qualified Employer shall promptly forward all SISC FLEX Participant contributions to SISC. Qualified Employer authorizes SISC FLEX to pay Plan benefits by checks written (or other draft payment or debit) on a bank account established and maintained in the name of SISC FLEX for the payment of Plan benefits. SISC FLEX shall have sole authority to provide whatever notifications, instructions or directions as may be necessary to accomplish the disbursement of such Plan funds to or on behalf of Participants in payment of approved claims. If a Participant fails to claim any amounts in the Qualified Health Care Expense account or Qualified Dependent Care Expense account by the time allowed, such amounts shall not be carried over to reimburse the Participant for expenses incurred during a subsequent Plan Year and rights to such amounts shall be forfeited by the Participant. All forfeitures under this Plan shall be used first to offset any losses experienced by SISC during the Plan Year as a result of making reimbursements with respect to any Participant in excess of the contributions made by such Participant via salary reductions. Second, forfeitures shall be used to reduce SISC's cost of administering this Plan.

4.2 Penalties for Non-Payment of Contributions

In the case that a participating Qualified Employer does not forward the Participant contributions to SISC in a timely manner, SISC reserves the right to take appropriate action including revocation of the right to participate in the SISC FLEX Plan. In any event, the Qualified Employer will be required to pay SISC all monies owed.

ARTICLE V. SISC FLEX COMPENSATION

5.1 Service Charges

There will be no service charge to active and Qualified Employers (or their bargaining units) participating in the SISC Flex Plan. When a Qualified Employer or bargaining unit becomes ineligible for the SISC Flex Plan, the Qualified Employer will be responsible to pay \$10 per month for each Participant at the time of ineligibility for the Qualified Health Care Expense account and \$10 per month for each Participant at the time of ineligibility for the Qualified Dependent Care Expense account. These monthly payments will be required until the end of the Plan Year in which the ineligibility occurred. In the event of an employer's ineligibility during a Plan Year, the employer will continue participating in the Plan until the end of the Plan Year at which time the employer will no longer be permitted to participate, unless eligibility for the Plan is reestablished.

ARTICLE VI GENERAL PROVISIONS

6.1 Severability; Headings

If any term of this Agreement is declared invalid by a court, the same will not affect the validity of any other provision, provided that the basic purposes of this Agreement are achieved through the remaining valid provisions. The headings of Sections and subsections contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

6.2 Compliance; Non-Waiver

Failure by Qualified Employer or SISC FLEX to insist upon strict performance of any provision of this Agreement will not modify such provision, render it unenforceable, or waive any subsequent breach. No waiver or modification of any of the terms or provisions of this Agreement shall be valid unless in each instance the waiver or modification is accomplished pursuant to the amendment provisions of Section 6.3.

6.3 Assignment; Amendment

Neither Qualified Employer nor SISC FLEX can assign this Agreement without the other party's written consent. This Agreement may be amended only by written agreement of duly authorized officers of Qualified Employer and SISC FLEX.

6.4 Non-Disclosure of Proprietary Information

(a) General. Qualified Employer and SISC FLEX each acknowledge that in contemplation of

entering into this Agreement (and as a result of the contractual relationship created hereby), each party has revealed and disclosed, and shall continue to reveal and disclose to the other, information which is proprietary and/or confidential information of such party. Qualified Employer and SISC FLEX agree that each party shall: (a) keep such proprietary and/or confidential information of the other party in strict confidence; (b) not disclose confidential information of the other party to any third parties or to any of its employees not having a legitimate need to know such information; and (c) shall not use confidential information of the other party for any purpose not directly related to and necessary for the performance of its obligations under this Agreement (unless required to do so by a court of competent jurisdiction or a regulatory body having authority to require such disclosure.)

(b) Confidential Information Defined. Information revealed or disclosed by a party for any purpose not directly related to and necessary for the performance of such party's obligations under this Agreement shall not be considered confidential information for purposes hereof; (a) if, when, and to the extent such information is or becomes generally available to the public without the fault or negligence of the party receiving or disclosing the information; or (b) if the unrestricted use of such information by the party receiving or disclosing the information has been expressly authorized in writing and in advance by an authorized representative of the other party. For purposes of this Section, confidential information is any information in written, human-readable, machine-readable, or electronically recorded form and information disclosed orally in connection with this Agreement and identified as confidential and/or proprietary (or words of similar import); and programs, policies, practices, procedures, files, records and correspondence concerning the parties respective businesses or finances. The terms and conditions of this Section shall survive the termination of this agreement.

6.5 Notices and Communications

(a) Notices. All notices provided for herein shall be sent by confirmed facsimile, or guaranteed overnight mail with tracing capability or by first class United States mail, with postage prepaid, addressed to the other party at their respective addresses set forth below or such other addresses as either party may designate in writing to the other from time to time for such purposes. All notices provided for herein shall be deemed given or made when received.

(b) Addresses. The SISC FLEX address for notices as described above is: SISC FLEX, P.O. Box 1808, Bakersfield, CA 93303-1808.

(c) Communications. Qualified Employer agrees that SISC FLEX may communicate confidential, protected, privileged or otherwise sensitive information to Qualified Employer through a named contact designated by Qualified Employer ("Named Contact") and specifically agrees to indemnify SISC FLEX and hold it harmless; (a) for any such communication directed to Qualified Employer through the Named Contact attempted via fax, mail, telephone, e-mail or any other media, acknowledging the possibility that such communication may be inadvertently misrouted or intercepted; and (b) from any claim for the improper use or disclosure of any health information by SISC FLEX where such information is used or disclosed in a manner consistent with its duties and responsibilities hereunder.

6.6 Termination of Agreement

(a) Automatic. This Agreement shall automatically terminate as of the earliest of the following:

(I) the effective date of any legislation which makes the Plan and/or this Agreement illegal; (ii) the date Qualified Employer becomes insolvent, or bankrupt or subject to liquidation, receivership or conservatorship; or (iii) the termination date of the Plan, subject to any agreement between Qualified Employer and SISC FLEX regarding payment of benefits after the Plan is terminated.

(b) Optional. This Agreement may be terminated as of the earliest of the following: (I) by SISC FLEX upon the failure of Qualified Employer to submit required payments; (ii) by SISC FLEX upon the failure of Qualified Employer to perform its obligations in accordance with this Agreement (iii) by Qualified Employer upon the failure of SISC FLEX to perform its obligations in accordance with this Agreement; or (iv) by either Qualified Employer or SISC FLEX as of the end of the term of this Agreement by giving the other party sixty (60) days written notice.

(c) Limited Continuation After Termination. If the Plan is terminated, Qualified Employer and SISC FLEX may mutually agree in writing that this Agreement shall continue for the purpose of payment of any Plan benefit, expense or claims incurred prior to the date of Plan termination. In addition, if this Agreement is terminated while the Plan continues in effect, this Agreement shall continue for the purpose of payment of any claims for which request for reimbursements have been received by SISC FLEX before the date of such termination. If this Agreement is continued in accordance with this subsection, employer shall pay the required monthly post termination service charges.

(d) Survival of Certain Provisions. Termination of this Agreement shall not terminate the rights or obligations of either party arising out of a period prior to such termination. The indemnity confidentiality and privacy provisions of this Agreement shall survive its termination.

6.7 Complete Agreement; Governing Law

This Agreement is the full agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and representations between the parties. This Agreement shall be construed, enforced, and governed by the laws of the State of California.

IN WITNESS WHEREOF, Qualified Employer and SISC FLEX have caused this Agreement to be executed in their names by their undersigned officers, the same being duly authorize to do so.

**Qualified
Employer**_____

By:_____

Title_____

SISC

By:_____

Title:_____

ESSER III Expenditure Plan

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Lakeside Union School District	Ty Bryson	tbryson@lakesideusd.org 6618366658

School districts, county offices of education, or charter schools, collectively known as LEAs, that receive Elementary and Secondary School Emergency Relief (ESSER) funds under the American Rescue Plan Act, referred to as ESSER III funds, are required to develop a plan for how they will use their ESSER III funds. In the plan, an LEA must explain how it intends to use its ESSER III funds to address students' academic, social, emotional, and mental health needs, as well as any opportunity gaps that existed before, and were worsened by, the COVID-19 pandemic. An LEA may also use its ESSER III funds in other ways, as detailed in the Fiscal Requirements section of the Instructions. In developing the plan, the LEA has flexibility to include community input and/or actions included in other planning documents, such as the Local Control and Accountability Plan (LCAP), provided that the input and actions are relevant to the LEA's Plan to support students.

For more information please see the Instructions.

Other LEA Plans Referenced in this Plan

Plan Title	Where the Plan May Be Accessed
District Plan for Safe Reopening 2020/2021	District website www.lakesideusd.org
Extended Learning Opportunities Grant 2021/2022	District website www.lakesideusd.org
Local Control Accountability Plan 2021/2022	District website www.lakesideusd.org

Summary of Planned ESSER III Expenditures

Below is a summary of the ESSER III funds received by the LEA and how the LEA intends to expend these funds in support of students.

Total ESSER III funds received by the LEA

\$2,001,513

Plan Section	Total Planned ESSER III
Strategies for Continuous and Safe In-Person Learning	\$1,576,113
Addressing Lost Instructional Time (a minimum of 20 percent of the LEAs ESSER III funds)	\$425,400
Use of Any Remaining Funds	\$0

Total ESSER III funds included in this plan

\$2,001,513

Community Engagement

An LEA's decisions about how to use its ESSER III funds will directly impact the students, families, and the local community. The following is a description of how the LEA meaningfully consulted with its community members in determining the prevention and mitigation strategies, strategies to address the academic impact of lost instructional time, and any other strategies or activities to be implemented by the LEA. In developing the plan, the LEA has flexibility to include input received from community members during the development of other LEA Plans, such as the LCAP, provided that the input is relevant to the development of the LEA's ESSER III Expenditure Plan.

For specific requirements, including a list of the community members that an LEA is required to consult with, please see the Community Engagement section of the Instructions.

A description of the efforts made by the LEA to meaningfully consult with its required community members and the opportunities provided by the LEA for public input in the development of the plan.

The Lakeside Union School District engages in the continuous improvement process throughout the year, as stated in the Local Control Accountability Plan (LCAP) and the Extended Learning Opportunities Grant Plan (ELO). Purposeful engagement efforts were made that supports planning for determining prevention and mitigation strategies, and strategies to address the academic impact of lost instructional time. While developing the ESSER III Expenditure Plan, the district administration reflected on input received from community members during the development of the LCAP and ELO, as well as consulted with the following stakeholders: students, families (including that speak languages other than English), school and district administrators, Special Education Local Planning Area administrator, teachers, principals, local bargaining units, all other school personnel, and representatives of underserved students, including low-income, English learners, students of color, foster youth, homeless, students with disabilities, and migratory students. Additionally, at the beginning of the COVID-19 pandemic in the spring of 2020, the district formed a District Advisory Committee (DAC) which consists of parents, certificated staff, classified staff, the District Nurse, the Technology Coordinator, the Director of Maintenance and Operations, Director of Student Services, school site administrators and the District Superintendent. The DAC held a meeting in late September and gathered input to help with the development of this plan.

Following is a description of efforts to meaningfully consult with stakeholders, and opportunities provided for public input in the development of this plan. At each stakeholder meeting or consultation, district representatives considered their unique perspectives and needs.

- Consultation with Booster Club and Parent Teacher Club. Discussions focused on how their organization can help with improving school climate through events and fundraising.
- School staff meetings. Teachers and support staff discussed student engagement strategies, ways to provide opportunities for extended learning, potential intervention programs, and PBIS strategies.
- School Leadership Team meetings. Discussion focused on how school leaders can support teachers who feel overwhelmed due to COVID-19 guidance/restrictions, and new independent study criteria.
- School Site Council meetings. The ESSER III Plan draft was presented at a meeting, and discussion centered on the needs, challenges, and recommendations from parents and teachers.
- Consultation with the Dir. of Student Support Services, as well as district psychologists and counselor. Discussion centered on how the support services staff can further provide social emotional support for all students, and in particular those defined as underserved students.
- Consultation with the English Language Development/Response to Intervention Coordinator. Discussion included strategies being used for universal assessment tools, progress monitoring, and interventions.
- Consultation with the Dir. of Maintenance, Operations, and Transportation. Discussion focused of facility needs; especially indoor air quality for students and staff, and video surveillance equipment to help with the prevention of COVID-19 efforts through contact tracing.
- District Superintendent monthly meetings with representatives from local bargaining units (CTA, CSEA) to discuss challenges and recommendations.
- In order to gather input from the community a public hearing was held at a special board meeting on September 29, 2021.
- The plan was posted on the district website from Sept. 30 through Oct. 8 to allow for public comment. Community members and parents were notified of the website posting via ParentSquare messaging sent both in Spanish and English.
- Approval of this plan was at a regular board meeting on October 12, 2021.

A description of how the development of the plan was influenced by community input.

As a result of meetings and consultations noted in the previous prompt; parents, staff, and the community were able to ask questions, provide feedback, and express needs to consider in the ESSER III Expenditure Plan. Several overall aspects of the plan were influenced by, or developed in response to input from stakeholders including community members and the public at large. This included actions for school facility improvements to reduce COVID-19 exposure such as improving indoor air quality, and providing video surveillance to enhance contact tracing. Other overall themes included the need to provide social emotional support, and targeted intervention strategies.

Actions and Expenditures to Address Student Needs

The following is the LEA's plan for using its ESSER III funds to meet students' academic, social, emotional, and mental health needs, as well as how the LEA will address the opportunity gaps that existed before, and were exacerbated by, the COVID-19 pandemic. In developing the plan, the LEA has the flexibility to include actions described in existing plans, including the LCAP and/or Expanded Learning Opportunity (ELO) Grant Plan, to the extent that the action(s) address the requirements of the ESSER III Expenditure Plan. For specific requirements, please refer to the Actions and Expenditures to Address Student Needs section of the Instructions.

Strategies for Continuous and Safe In-Person Learning

A description of how the LEA will use funds to continuously and safely operate schools for in-person learning in a way that reduces or prevents the spread of the COVID-19 virus.

Total ESSER III funds being used to implement strategies for continuous and safe in-person learning

\$1,576,113

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
N/A	1. Projects to improve the indoor air quality in school facilities	In efforts to reduce COVID-19 exposure: inspection, testing, maintenance, repair, replacement, and upgrade projects to improve the indoor air quality in school facilities, including mechanical and non-mechanical heating, ventilation, and air conditioning systems, filtering, purification, and other air cleaning, fans, control systems, and window and door repair and replacement.	\$1,496,113
N/A	2. Projects to install Video Surveillance Equipment	In efforts to reduce COVID-19 exposure: installation of video surveillance equipment in school facilities to aid in prevention efforts of COVID-19 through contracting tracing.	\$50,000
N/A	3. Projects to improve and increase access to drinking water at Lakeside School	Since 2009, Lakeside School has reported levels of arsenic above the maximum contamination level (MCL); the legal limit of the amount of pollutant that is allowed in drinking water. Previous to the COVID-19 pandemic, bottled drinking water was available at a handful of strategic locations throughout the campus. In efforts to reduce COVID-19 exposure, bottled water will be available in all classrooms. Additionally, Point of Use filter (POU) devices will be installed at drinking water fountains. The goal of the POU device is to remove arsenic from the water. The POU	\$30,000

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
		devices and bottled water will remain in place until a long-term solution is implemented, such as connecting a pipeline to the City of Bakersfield water system.	

Addressing the Impact of Lost Instructional Time

A description of how the LEA will use funds to address the academic impact of lost instructional time.

Total ESSER III funds being used to address the academic impact of lost instructional time

\$425,400

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
LCAP, Goal 1, Action 1	4. Universal Assessment Tools	Purchase and implement universal assessment tools for early literacy and math: ie Dynamic Indicator of Basic Early Literacy Skills (DIBELS), Renaissance STAR Early Literacy, STAR Reading and STAR Math. The district will implement early warning systems that use individual student data to generate indicators of students who require strategic or intensive intervention and enable staff to identify and monitor progress of students falling below an identified threshold. This action will provide data needed to target underserved students. ESSER III funds will be used purchase and implement additional support beyond LCFF funds.	\$10,000
LCAP, Goal 1, Action 4	5. After School Intervention for ELA and Math	Provide additional support beyond the LCAP for after-school targeted intervention supports, in ELA and math, with emphasis on underserved students who are not on grade level. ESSER III funds will be used to supplement LCFF funds. Funds will be used for curriculum and teachers' salaries and benefits.	\$5,000

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
LCAP, Goal 2, Action 6	6. Multi-tiered System of Supports (MTSS)	The District will continue to implement a Multi-tiered System of Supports (MTSS) framework at school sites to offer universal supports for all students and tiered interventions for students who are struggling academically, socially and/or emotionally, with a focus on underserved students. The MTSS framework includes evidence-based practices such as positive behavior supports, social emotional learning, and restorative practices. ESSER III funds will be used to implement additional support beyond LCFF funds.	\$5,000
ELO, Action 2	7. Accelerating progress to close learning gaps through the implementation, expansion, or enhancement of learning supports	Provide Reading Support and intervention programs provided by the Response to Intervention Teacher with a focus on underserved students. ESSER III funds will be used to for teacher salary and benefits, and implement additional support beyond ELO funds.	\$50,000
N/A	8. Hire paraprofessionals	Hire additional paraprofessionals to support students in ELA and math, with emphasis on underserved students. Funds will be used for curriculum, and teachers' salaries and benefits.	\$200,000
N/A	9. Summer School	Planning and implementing activities related to summer learning, including providing classroom instruction or online learning during the summer months and addressing the needs of all students, with emphasis on underserved students. Funding will be for curriculum, chromebooks, hotspots, and teachers' and instructional aides salaries and benefits.	\$130,400
N/A	10. Students in quarantine	Efforts to mitigate the impact of the unanticipated high number/enrollment percentage of: 1) quarantine students who require short-term traditional independent study placement, and 2) parents/students requesting longer term non-classroom based independent study (in excess of 15 days) pursuant to AB130. This is for improving student engagement for all students, with emphasis on underserved students. Funding for copy machines to develop student packets.	\$25,000

Use of Any Remaining Funds

A description of the how the LEA will use any remaining ESSER III funds, as applicable.

Total ESSER III funds being used to implement additional actions

\$0		
Plan Alignment (if applicable)	Action Title	Action Description
		Planned ESSER III Funded Expenditures

Ensuring Interventions are Addressing Student Needs

The LEA is required to ensure its interventions will respond to the academic, social, emotional, and mental health needs of all students, and particularly those students most impacted by the COVID-19 pandemic. The following is the LEA's plan for ensuring that the actions and expenditures in the plan are addressing the identified academic, social, emotional, and mental health needs of its students, and particularly those students most impacted by the COVID-19 pandemic.

Action Title(s)	How Progress will be Monitored	Frequency of Progress Monitoring
1. Projects to improve the indoor air quality in school facilities	Monitoring the number of students with COVID-19 exposures, and the number of students with flu like symptoms.	Weekly
2. Projects to install video surveillance equipment	Monitoring the number of students with COVID-19 exposures, and the number of students with flu like symptoms.	Weekly
3. Projects to improve and increase access to drinking water at Lakeside School	A laboratory will collect samples and test for arsenic MCL levels.	Weekly
4. Universal Assessment Tools	Data: Dibels. CAAASPP Interim Assessment Blocks. District Benchmark Assessments. CA Dashboard Results.	Monthly

Action Title(s)	How Progress will be Monitored	Frequency of Progress Monitoring
5. After school intervention for ELA and Math	Data: monitoring student academic progress using common formative assessments.	Weekly/Monthly
6. Multi-tiered System of Supports (MTSS)	Student Success Team meetings.	Bi-Monthly
7. Accelerating progress to close learning gaps through the implementation, expansion, or enhancement of learning supports	Classroom teachers using common formative assessments.	Weekly/Monthly/Quarterly
8. Hire paraprofessionals	Data: monitoring student academic progress using common formative assessments.	Weekly/Monthly
9. Summer School	Data: monitoring student academic progress using common formative assessments.	Weekly/Monthly
10. Students in quarantine	Evaluating the completeness of independent study agreements.	Weekly

ESSER III Expenditure Plan Instructions

Introduction

School districts, county offices of education (COEs), or charter schools, collectively known as local educational agencies (LEAs), that receive Elementary and Secondary School Emergency Relief (ESSER) funds under the American Rescue Plan (ARP) Act, referred to as ESSER III funds, are required to develop a plan for how they will use ESSER III funds to, at a minimum, address students' academic, social, emotional, and mental health needs, as well as the opportunity gaps that existed before, and were exacerbated by, the COVID-19 pandemic.

The plan must be adopted by the local governing board or body of the LEA at a public meeting on or before October 29, 2021 and must be submitted for review and approval within five days of adoption. A school district must submit its ESSER III Expenditure Plan to its COE for review and approval; a COE must submit its plan to the California Department of Education for review and approval. A charter school must submit its plan to its chartering authority for review and to the COE of the county in which the charter school operates for review and approval.

In addition, consistent with the requirements of the ARP, Volume 86, *Federal Register*, page 21201, April 22, 2021, the ESSER III Expenditure Plan must be:

- Written in an understandable and uniform format;
- Written in a language that parents can understand, to the extent practicable;
 - If it is not practicable to provide written translations to a parent with limited English proficiency, the plan must be orally translated for parents
- Provided in an alternative format to a parent who is an individual with a disability as defined by the Americans with Disabilities Act, upon request; and
- Be made publicly available on the LEA's website.

For additional information regarding ESSER III funding please see the ARP Act Funding web page at <https://www.cde.ca.gov/fg/cr/arpact.asp>.

For technical assistance related to the completion of the ESSER III Expenditure Plan, please contact EDReliefFunds@cde.ca.gov.

Fiscal Requirements

- The LEA must use at least 20 percent (20%) of its ESSER III apportionment for expenditures related to addressing the academic impact of lost instructional time through the implementation of evidence-based interventions, such as summer learning or summer enrichment, extended day, comprehensive afterschool programs, or extended school year programs.
 - For purposes of this requirement, "evidence-based interventions" include practices or programs that have **evidence** to show that they are effective at producing results and improving outcomes when implemented. This kind of evidence has generally been produced through formal studies and research. There are four tiers, or levels, of evidence:

- **Tier 1 – Strong Evidence:** the effectiveness of the practices or programs is supported by one or more well-designed and well-implemented randomized control experimental studies.
- **Tier 2 – Moderate Evidence:** the effectiveness of the practices or programs is supported by one or more well-designed and well-implemented quasi-experimental studies.
- **Tier 3 – Promising Evidence:** the effectiveness of the practices or programs is supported by one or more well-designed and well-implemented correlational studies (with statistical controls for selection bias).
- **Tier 4 – Demonstrates a Rationale:** practices that have a well-defined logic model or theory of action, are supported by research, and have some effort underway by a State Educational Agency, LEA, or outside research organization to determine their effectiveness.
- **For additional information please see the Evidence-Based Interventions Under the ESSA web page at <https://www.cde.ca.gov/re/es/evidence.asp>.**
- The LEA must use the remaining ESSER III funds consistent with section 2001(e)(2) of the ARP Act, including for:
 - Any activity authorized by the Elementary and Secondary Education Act (ESEA) of 1965;
 - Any activity authorized by the Individuals with Disabilities Education Act (IDEA);
 - Any activity authorized by the Adult Education and Family Literacy Act;
 - Any activity authorized by the Carl D. Perkins Career and Technical Education Act of 2006;
 - Coordination of preparedness and response efforts of LEAs with State, local, Tribal, and territorial public health departments, and other relevant agencies, to improve coordinated responses among such entities to prevent, prepare for, and respond to COVID-19;
 - Activities to address the unique needs of low-income students, students with disabilities, English learners, racial and ethnic minorities, homeless students, and foster youth, including how outreach and service delivery will meet the needs of each population;
 - Developing and implementing procedures and systems to improve the preparedness and response efforts of LEAs;
 - Training and professional development for staff of the LEA on sanitation and minimizing the spread of infectious diseases;
 - Purchasing supplies to sanitize and clean the facilities of an LEA, including buildings operated by such agency;
 - Planning for, coordinating, and implementing activities during long-term closures, including providing meals to eligible students, providing technology for online learning to all students, providing guidance for carrying out requirements under IDEA, and ensuring other educational services can continue to be provided consistent with all Federal, State, and local requirements;
 - Purchasing education technology (including hardware, software, and connectivity) for students who are served by the LEA that aids in regular and substantive educational interaction between students and their classroom instructors, including low-income students and children with disabilities, which may include assistive technology or adaptive equipment;
 - Providing mental health services and supports, including through the implementation of evidence-based full-service community schools;
 - Planning and implementing activities related to summer learning and supplemental after school programs, including providing classroom instruction or online learning during the summer months and addressing the needs of underserved students;

- Addressing learning loss among students, including underserved students, by:
 - Administering and using high-quality assessments that are valid and reliable, to accurately assess students' academic progress and assist educators in meeting students' academic needs, including through differentiated instruction,
 - Implementing evidence-based activities to meet the comprehensive needs of students,
 - Providing information and assistance to parents and families of how they can effectively support students, including in a distance learning environment, and
 - Tracking student attendance and improving student engagement in distance education;
- Note:** A definition of “underserved students” is provided in the Community Engagement section of the instructions.
- School facility repairs and improvements to enable operation of schools to reduce risks of virus transmission and exposure to environmental health hazards, and to support student health needs;
 - Inspection, testing, maintenance, repair, replacement, and upgrade projects to improve the indoor air quality in school facilities, including mechanical and nonmechanical heating, ventilation, and air conditioning systems, filtering, purification and other air cleaning, fans, control systems, and window and door replacement;
 - Developing strategies and implementing public health protocols including, to the greatest extent practicable, policies in line with guidance from the Centers for Disease Control and Prevention (CDC) for the reopening and operation of school facilities to effectively maintain the health and safety of students, educators, and other staff;
 - Other activities that are necessary to maintain the operation of and continuity of services in LEAs and continuing to employ existing staff of the LEA.

Other LEA Plans Referenced in this Plan

In developing the plan, the LEA has flexibility to include community input and/or actions included in other planning documents, such as the Local Control and Accountability Plan (LCAP) and/or the Expanded Learning Opportunities (ELO) Grant Plan, provided that the input and/or actions address the requirements of the ESSER III Expenditure Plan.

An LEA that chooses to utilize community input and/or actions from other planning documents must provide the name of the plan(s) referenced by the LEA and a description of where the plan(s) may be accessed by the public (such as a link to a web page or the street address of where the plan(s) are available) in the table. The LEA may add or delete rows from the table as necessary.

An LEA that chooses not to utilize community input and/or actions from other planning documents may provide a response of “Not Applicable” in the table.

Summary of Expenditures

The Summary of Expenditures table provides an overview of the ESSER III funding received by the LEA and how the LEA plans to use its ESSER III funds to support the strategies and interventions being implemented by the LEA.

Instructions

For the 'Total ESSER III funds received by the LEA,' provide the total amount of ESSER III funds received by the LEA.

In the Total Planned ESSER III Expenditures column of the table, provide the amount of ESSER III funds being used to implement the actions identified in the applicable plan sections.

For the 'Total ESSER III funds included in this plan,' provide the total amount of ESSER III funds being used to implement actions in the plan.

Community Engagement

Purpose and Requirements

An LEA's decisions about how to use its ESSER III funds will directly impact the students, families, and the local community, and thus the LEA's plan must be tailored to the specific needs faced by students and schools. These community members will have significant insight into what prevention and mitigation strategies should be pursued to keep students and staff safe, as well as how the various COVID-19 prevention and mitigation strategies impact teaching, learning, and day-to-day school experiences.

An LEA must engage in meaningful consultation with the following community members, as applicable to the LEA:

- Students;
- Families, including families that speak languages other than English;
- School and district administrators, including special education administrators;
- Teachers, principals, school leaders, other educators, school staff, and local bargaining units, as applicable.

"Meaningful consultation" with the community includes considering the perspectives and insights of each of the required community members in identifying the unique needs of the LEA, especially related to the effects of the COVID-19 pandemic. Comprehensive strategic planning will utilize these perspectives and insights to determine the most effective strategies and interventions to address these needs through the programs and services the LEA implements with its ESSER III funds.

Additionally, an LEA must engage in meaningful consultation with the following groups to the extent that they are present or served in the LEA:

- Tribes;
- Civil rights organizations, including disability rights organizations (e.g. the American Association of People with Disabilities, the American Civil Liberties Union, National Association for the Advancement of Colored People, etc.); and
- Individuals or advocates representing the interests of children with disabilities, English learners, homeless students, foster youth, migratory students, children who are incarcerated, and other underserved students.
 - For purposes of this requirement "underserved students" include:
 - Students who are low-income;

- Students who are English learners;
- Students of color;
- Students who are foster youth;
- Homeless students;
- Students with disabilities; and
- Migratory students.

LEAs are also encouraged to engage with community partners, expanded learning providers, and other community organizations in developing the plan.

Information and resources that support effective community engagement may be found under *Resources* on the following web page of the CDE's website: <https://www.cde.ca.gov/re/lc>.

Instructions

In responding to the following prompts, the LEA may reference or include input provided by community members during the development of existing plans, including the LCAP and/or the ELO Grant Plan, to the extent that the input is applicable to the requirements of the ESSER III Expenditure Plan. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broad understanding among the LEA's local community.

A description of the efforts made by the LEA to meaningfully consult with its required community members and the opportunities provided by the LEA for public input in the development of the plan.

A sufficient response to this prompt will describe how the LEA sought to meaningfully consult with its required community members in the development of the plan, how the LEA promoted the opportunities for community engagement, and the opportunities that the LEA provided for input from the public at large into the development of the plan.

As noted above, a description of "meaningful consultation" with the community will include an explanation of how the LEA has considered the perspectives and insights of each of the required community members in identifying the unique needs of the LEA, especially related to the effects of the COVID-19 pandemic.

A description of the how the development of the plan was influenced by community input.

A sufficient response to this prompt will provide clear, specific information about how input from community members and the public at large was considered in the development of the LEA's plan for its use of ESSER III funds. This response must describe aspects of the ESSER III Expenditure Plan that were influenced by or developed in response to input from community members.

- For the purposes of this prompt, "aspects" may include:
 - Prevention and mitigation strategies to continuously and safely operate schools for in-person learning;

- o Strategies to address the academic impact of lost instructional time through implementation of evidence-based interventions (e.g. summer learning or summer enrichment, extended day, comprehensive afterschool programs, or extended school year programs);
- o Any other strategies or activities implemented with the LEA's ESSER III fund apportionment consistent with section 2001(e)(2) of the ARP Act; and
- o Progress monitoring to ensure interventions address the academic, social, emotional, and mental health needs for all students, especially those students disproportionately impacted by COVID-19

For additional information and guidance, please see the U.S. Department of Education's Roadmap to Reopening Safely and Meeting All Students' Needs Document, available here: <https://www2.ed.gov/documents/coronavirus/reopening-2.pdf>.

Planned Actions and Expenditures

Purpose and Requirements

As noted in the Introduction, an LEA receiving ESSER III funds is required to develop a plan to use its ESSER III funds to, at a minimum, address students' academic, social, emotional, and mental health needs, as well as the opportunity gaps that existed before, and were exacerbated by, the COVID-19 pandemic.

Instructions

An LEA has the flexibility to include actions described in existing plans, including the LCAP and/or ELO Grant Plan, to the extent that the action(s) address the requirements of the ESSER III Expenditure Plan. When including action(s) from other plans, the LEA must describe how the action(s) included in the ESSER III Expenditure Plan supplement the work described in the plan being referenced. The LEA must specify the amount of ESSER III funds that it intends to use to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA. Descriptions of actions provided should include sufficient detail yet be sufficiently succinct to promote a broad understanding among the LEA's local community.

Strategies for Continuous and Safe In-Person Learning

Provide the total amount of funds being used to implement actions related to Continuous and Safe In-Person Learning, then complete the table as follows:

- If the action(s) are included in another plan, identify the plan and provide the applicable goal and/or action number from the plan. If the action(s) are not included in another plan, write "N/A".
- Provide a short title for the action(s).
- Provide a description of the action(s) the LEA will implement using ESSER III funds for prevention and mitigation strategies that are, to the greatest extent practicable, in line with the most recent CDC guidance, in order to continuously and safely operate schools for in-person learning.

- Specify the amount of ESSER III funds the LEA plans to expend to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA.

Addressing the Impact of Lost Instructional Time

As a reminder, the LEA must use not less than 20 percent of its ESSER III funds to address the academic impact of lost instructional time. Provide the total amount of funds being used to implement actions related to addressing the impact of lost instructional time, then complete the table as follows:

- If the action(s) are included in another plan, identify the plan and provide the applicable goal and/or action number from the plan. If the action(s) are not included in another plan, write "N/A".
- Provide a short title for the action(s).
- Provide a description of the action(s) the LEA will implement using ESSER III funds to address the academic impact of lost instructional time through the implementation of evidence-based interventions, such as summer learning or summer enrichment, extended day, comprehensive afterschool programs, or extended school year programs.
- Specify the amount of ESSER III funds the LEA plans to expend to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA.

Use of Any Remaining Funds

After completing the Strategies for Continuous and Safe In-Person Learning and the Addressing the Impact of Lost Instructional Time portions of the plan, the LEA may use any remaining ESSER III funds to implement additional actions to address students' academic, social, emotional, and mental health needs, as well as to address opportunity gaps, consistent with the allowable uses identified above in the Fiscal Requirements section of the Instructions. LEAs choosing to use ESSER III funds in this manner must provide the total amount of funds being used to implement actions with any remaining ESSER III funds, then complete the table as follows:

- If the action(s) are included in another plan, identify the plan and provide the applicable goal and/or action number from the plan. If the action(s) are not included in another plan, write "N/A".
- Provide a short title for the action(s).
- Provide a description of any additional action(s) the LEA will implement to address students' academic, social, emotional, and mental health needs, as well as to address opportunity gaps, consistent with the allowable uses identified above in the Fiscal Requirements section of the Instructions. If an LEA has allocated its entire apportionment of ESSER III funds to strategies for continuous and safe in-person learning and/or to addressing the impact of lost instructional time, the LEA may indicate that it is not implementing additional actions.
- Specify the amount of ESSER III funds the LEA plans to expend to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA. If the LEA it is not implementing additional actions the LEA must indicate "\$0".

Ensuring Interventions are Addressing Student Needs

The LEA is required to ensure its interventions will respond to the academic, social, emotional, and mental health needs of all students, and particularly those students most impacted by the COVID-19 pandemic, including students from low-income families, students of color, English learners, children with disabilities, students experiencing homelessness, children in foster care, and migratory students.

The LEA may group actions together based on how the LEA plans to monitor the actions' progress. For example, if an LEA plans to monitor the progress of two actions in the same way and with the same frequency, the LEA may list both actions within the same row of the table. Each action included in the ESSER III Expenditure Plan must be addressed within the table, either individually or as part of a group of actions.

Complete the table as follows:

- Provide the action title(s) of the actions being measured.
- Provide a description of how the LEA will monitor progress of the action(s) to ensure that they are addressing the needs of students.
- Specify how frequently progress will be monitored (e.g. daily, weekly, monthly, every 6 weeks, etc.).

California Department of Education
June 2021

Lakeside Union School District

Job Description

TITLE: TECHNOLOGY SUPPORT TECHNICIAN

QUALIFICATIONS:

- Education and/or Experience: One year certificate from college or technical school; or one year related experience and/or training; or equivalent combination of education experience. Prior experience with network set-up and troubleshooting strongly preferred.
- Interpersonal Skills: Works well with others from diverse backgrounds. Focuses on solving conflict; maintaining confidentiality.
- Language Skills: Ability to communicate fluently verbally and in writing in English.
- Reasoning Ability: Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram or schedule form.
- Computer Skills: Must have demonstrated computer competency in a wide spectrum of functions. The ability to provide support for the District database software, email, internet software inventory, order processing, spreadsheets, word processing technology programs including: Tech Inventory, Follett, MS Office Suite. Demonstrated ability to learn and apply computer technology skills rapidly.

REPORTS TO: Director of Technology

JOB GOAL: Assist District staff and students in maintaining and using District wide technology to meet District objectives. The specialist must be able to provide support services for all District wide technology.

ESSENTIAL FUNCTIONS:

1. Troubleshoots software and hardware issues over the telephone and in person for students and staff District wide.
2. Set-up, configure and install new computers including traveling to various District sites and transporting equipment.
3. Install and troubleshoot other District wide technology (projectors, etc.).
4. Serve as a resource to staff in answering questions and assisting in effective utilization of District technology.
5. Research solutions to technology problems.
6. Provide onsite services to set-up computers and provide basic computer orientation.
7. Provide user training on a variety of technology issues.
8. Assists in the planning, development, maintenance, and operation of District computers, and related hardware and software.
9. Maintain inventory of District technology and equipment.
10. Works collaboratively with District and building administrators as well as other technology specialists to provide the reliable service to customers.

11. Maintains records on the configuration, installation, warranty, licenses, and allocation of computer software, hardware, and/or network systems.
12. Assists building staff and students in the appropriate and effective use of computer systems and software.
13. Assists, and when possible provides training for staff.
14. Installs, maintains and repairs network equipment and software.
15. Comply with applicable District, state, local and federal laws, rules and regulations.
16. Other duties may be assigned as needed.

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.

Physical Demands

The employee is frequently required to stand, walk, sit; use hands for fine manipulation, handle or feel and reach with hands and arms using a keyboard and video display terminal. The employee is occasionally required to stoop, kneel, crouch, crawl, or use a ladder. The employee must regularly lift and/or move up to 25 pounds and occasionally up to 50 pounds. Specific vision abilities required by this job include close vision.

Work Environment

The work environment is a standard office and classroom setting.

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.

2021-2022

**Initial Proposal for Reopeners
from
California School Employees Association
and its Old River Chapter 730
to the
Lakeside Union School District
August 25, 2021**

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

ARTICLE V – HOURS AND OVERTIME

CSEA and its Chapter 730 propose to modify and possibly add new language to this article.

ARTICLE XI – PAY AND ALLOWANCES

CSEA and its Chapter 730 propose to negotiate a fair and equitable salary increase that complies with State Law regarding minimum wage and recognizes employee commitment and contributions to the Lakeside Union School District.

We will also propose new language in D. Uniforms, in this article

ARTICLE XII – HEALTH AND WELFARE BENEFITS

CSEA and its Chapter 730 propose the district fully pay the maximum contribution of the increased costs for all Health and Welfare benefits for the 2021-2022 school year plan, to each eligible member and any eligible dependents.

We will also propose to add language in the already existing language in this article.

ARTICLE XXIII – CONCLUSION

CSEA and its chapter 730 propose to update/change the language in this article.

All other provisions and articles shall remain the same unless Federal or State laws change.

LSTA

Lakeside/Suburu Teachers Association
7850 White Lane Ste E-192
Bakersfield, CA 93309
lakesidesuburuta@gmail.com

Joseph Andreotti, President
Sergio Rodriguez, Vice President
Sarah Bell Frank, Treasurer

Date: August 6, 2021

To: Board of Trustees, Lakeside Union School District

From: Joseph Andreotti, President Lakeside/Suburu Teachers Association

Re: Initial Proposal 2021-22 Collective Bargaining Negotiations

In compliance with Government Code Section 3547 and consistent with Article XIX Section B of the Collective Bargaining Agreement, the Lakeside Teachers Association makes the following sunshine proposal regarding the terms and conditions of employment for the Association's bargaining unit members:

1. Article II Salary and Article III Benefits:

Considering increases in per-pupil funding offered in the Governor's budget, the Association shall provide the district a detailed proposal that continues the shared vision of offering a compensation package for Bargaining Unit Members that helps the district attract and retain a stable teaching force.

The Association withholds the right to open other articles for discussion with the District. If it decides to do so, it will follow Government Code Section 3547.