

LAKESIDE UNION SCHOOL DISTRICT  
BOARD OF TRUSTEES  
REGULAR MEETING  
AGENDA

Lakeside School Auditorium  
14535 Old River Road  
Bakersfield, CA 93311

September 13, 2022  
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. 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 August End of Month Payroll of \$679,849.06 and September Mid Month Payroll of \$38,921.56.

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

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

4. DISCUSSION OR ACTION ITEMS

A. Budget and Finance

(1) Approval of Resolution 09132022 – Adoption of Increased School Facilities Impact Fees.

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

(2) Approval of Resolution 09132022A – Declaring an Emergency Under Public Contract Code Sections 22035 and 22050.

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

(3) Approval of KCSOS Agreement #23-44514 – Camp KEEP Fiscal Year 2022-2023.

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

- (4) Approval Clinical Practicum Agreement Between California State University Northridge and the Lakeside Union School District.

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

- (5) Discussion and Possible Action to Increase Certificated Substitute Rate for a Full Day and Long-Term.

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

- (6) Approval of Resolution 09132022B – Appropriations Gann Limit.

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

- (8) Approval of Budget Unaudited Actuals for the 2021-2022 School Year.

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

B. Personnel

- (1) Approval to Hire Katie McKinney, 6<sup>th</sup> Grade Teacher at Lakeside.

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

- (2) Approval to Hire Frankie Hagelstein, 6.5 Hour Instructional Aide at Lakeside.

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

- (3) Approval to Hire Marisela Martinez-Castel, 6.5 Hour Instructional Aide at Lakeside.

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

- (4) Approval to Hire Morgan Stieger, 6.5 Hour Instructional Aide at Suburu.

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

- (5) Approval to Hire Yolanda Martinez, 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) \_\_\_\_\_

(6) Approval to Hire Rubi Allen, 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) \_\_\_\_\_

(7) Approval to Hire Valerie Gonzalez, 3<sup>rd</sup> Grade Teacher on a PIP at Suburu.

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

5. CLOSED SESSION

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

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

B. Public Employee Discipline/Dismissal/Release (G.C. 54957)

6. OPEN SESSION

7. REPORT OF CLOSED SESSION

8. REPORTS AND CORRESPONDENCE

A. Enrollment Lakeside 757 Suburu 817 Total 1574

B. CSEA

C. CTA

D. Correspondence

E. Board Members Reports *Each Board member may report about various matters involving the District. There will be no Board discussion except to ask questions and refer matters to staff and no action will be taken unless placed on an agenda for a subsequent meeting.*

F. Superintendent's Report

9. ITEMS NOT ON THE AGENDA *Note: The Board is generally prohibited from discussing items, not on the agenda. Under limited circumstances, the Board may discuss and act on items not on the agenda if they involve an emergency affecting the safety of persons or property, or a work stoppage, or if the need to act came to the attention of the District too late to be included on the posted agenda.*

10. ADVANCE PLANNING

A. Future Meeting Dates

(1) Regular Board Meeting – October 11, 2022 at 6:30 p.m. in the Lakeside School Auditorium.

11. 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.

**RESOLUTION OF THE GOVERNING BOARD  
OF THE LAKESIDE UNION SCHOOL DISTRICT  
INCREASING SCHOOL FACILITIES FEES**

In Re: ) RESOLUTION NO.09132022  
 )  
 )  
 )  
 ADOPTION OF INCREASED SCHOOL )  
 FACILITIES IMPACT FEES )  
 \_\_\_\_\_ )

**RECITALS**

A. This Board has adopted a resolution levying school facilities impact fees under Education Code section 17620 and has subsequently adopted resolutions increasing the amount of those fees as authorized in that section. Those resolutions are incorporated by reference into this Resolution.

B. The District published a Notice of Proposed Adoption of Impact Fee Nexus Study and Increased School Facilities Fees in the Bakersfield Californian Newspaper on July 1, 2022, which was at least 30 days prior to the adoption of this Resolution.

C. On July 12, 2022, this Board passed Resolution No. 07122022, adopting the school facilities impact fee nexus study entitled 2022 School Fee Justification Study (attached as Exhibit "A" and is incorporated by reference and hereinafter referred to as the "Study") dated July 1, 2022 prepared by its consultant Koppel and Gruber Public Finance. The Study found the District's school facilities impacts costs to be as follows for residential developments:

<b>RESIDENTIAL SCHOOL FACILITIES COST IMPACT/APPLICABLE SCHOOL FEE</b>		
<b>DESCRIPTION</b>	<b>IMPACT PER SQUARE FOOT</b>	<b>MAXIMUM APPLICABLE SCHOOL FEE PER SQUARE FOOT</b>
Residential Construction	\$11.60	\$3.11

Furthermore, the Study found the District's school facilities impacts for commercial developments to be as follows:

**COMMERCIAL/INDUSTRIAL SCHOOL FACILITIES COST IMPACTS/APPLICABLE SCHOOL FEES**

<b>COMMERCIAL/INDUSTRIAL CATEGORY</b>	<b>IMPACT PER SQUARE FOOT</b>	<b>MAXIMUM APPLICABLE SCHOOL FEE PER SQUARE FOOT</b>
Banks	\$24.12	<b>\$0.51</b>
Community Shopping Center	\$13.10	<b>\$0.51</b>
Neighborhood Shopping Center	\$23.89	<b>\$0.51</b>
Industrial Business Parks	\$30.01	<b>\$0.51</b>
Industrial Parks/ Warehousing/Manufacturing	\$11.50	<b>\$0.51</b>
Rental Self-Storage	\$0.55	<b>\$0.51</b>
Research & Development	\$25.96	<b>\$0.51</b>
Hospitality (Lodging)	\$9.67	<b>\$0.51</b>
Commercial Offices (Standard)	\$40.89	<b>\$0.51</b>
Commercial Offices (Large High Rise)	\$38.79	<b>\$0.51</b>
Corporate Offices	\$22.92	<b>\$0.51</b>
Medical Offices	\$36.41	<b>\$0.51</b>

Therefore, it is appropriate at this time to increase fees levied by the District as determined in the Study;

D. The State Allocation Board (“SAB”) determined the adjustment for inflation in the statewide cost index for Class B construction at its February 2022 meeting, by which fees imposed under Education Code section 17620 may be changed; and

E. This Board has conducted a public hearing on the issues referred to above at a duly noticed public meeting, during which this Board offered the opportunity for the public to comment on the Study and the proposed increased fees. The Study indicates that the District is overcrowded and that it is both necessary and appropriate to continue levying fees under the authority of section 17620 in the amounts set forth above.

F. This Resolution updates, amends, and confirms prior resolutions on school facilities impact fees and increases fees to be assessed on residential, commercial, and industrial construction projects pursuant to Education Code section 17620.

**NOW, THEREFORE, BE IT RESOLVED** as follows:

1. Based on its earlier Resolutions and pursuant to Education Code section 17621(a), this Board finds again that the levying of fees pursuant to Education Code section 17620 is exempt from the provisions of the California Environmental Quality Act (CEQA).

2. This Board recognizes that various categories of residential, commercial, or industrial construction as well as individual construction projects are or will be exempted from

fees imposed under Education Code section 17620 by such statutory provisions as Education Code sections 17621, et seq., Government Code sections 50076, 65995, et seq., 66000, et seq., and judicial decisions.

3. In compliance with statutory and decisional law, and pursuant to Government Code sections 66008-66009 and Education Code sections 17621(e) and 35014, this Board has adopted the procedures, criteria, and definitions contained in this Board's "Resolution Regarding School Facilities Fees Exemption Procedures," as amended.

4. By adopting these criteria and procedures, this Board has ensured that no fees will be levied upon any individual construction project without the project's proponent being afforded an opportunity for individualized review by this Board of the propriety of imposing fees on that project and, as to commercial or industrial construction projects, for the findings required by Government Code section 66001(a) and (b) to be made on an individual project basis as provided in Education Code section 17621(e)(1).

5. Based on all of the above, the findings and evidence contained in the Board's earlier Resolutions on this subject, and the evidence presented to this Board at the hearing and in the Study, this Board confirms its earlier Resolutions, adopts the findings and conclusions set forth in the Study as its own, and finds each of the following:

(a) The purpose of the fees adopted and confirmed in this Resolution is to fund the construction or reconstruction of school facilities;

(b) These fees will be used to fund the construction or reconstruction of school facilities needed to reduce overcrowding which exists in the District and impairs the normal functioning of educational programs;

(c) The overcrowding to be reduced by use of these fees exists because the enrollment projected to result from continuing residential, commercial, or industrial construction exceeds the capacity of the District to provide adequate student housing;

(d) The amount of fees to be paid pursuant to this Resolution bears a reasonable relationship and is limited to the needs of the community for elementary or high school facilities and is reasonably related and limited to the need for schools caused by residential, commercial, or industrial construction; and

(e) The amount of fees to be paid pursuant to this Resolution does not exceed the estimated reasonable costs of providing for the construction or reconstruction of school facilities necessitated by the construction projects from which the fees are to be collected.

6. Based on all of the above, the findings and evidence contained in the Board's earlier Resolutions on this subject, and the evidence presented to the Board at the hearing and in the Study, this Board adopts and levies the increased fees noted in Recital C above per square foot of assessable space on all new residential construction and of all other

residential construction within the boundaries of the District to the extent of any resulting increase in assessable space in excess of 500 square feet; or any lesser amount as may be determined pursuant to the procedures, criteria, and definitions contained in the Resolution referred to in 4 above.

7. Based on all of the above, the findings and evidence contained in the Board's earlier Resolutions on this subject, and the evidence presented to the Board at the hearing and in the Study, this Board adopts and levies the increased fees noted in Recital C above per square foot of all chargeable covered and enclosed space on any new commercial or industrial construction within the boundaries of the District not within a category expressly exempted by this Board in the Resolution referred to in 4 above or any lesser amount as may be determined pursuant to the procedures, criteria, and definitions contained in the Resolution referred to in 4 above.

8. This Board determines that the fees to be levied will be collected for public improvements or facilities for which an account has been established and funds appropriated, and for which this Board has adopted a proposed construction schedule or plan. Based on this determination, and pursuant to Government Code section 66007, this Board orders that payment of the fees specified above will be required prior to issuance of a building permit. This Board will review the facilities fee account every fiscal year, and if the District has unexpended or uncommitted fees within five (5) years of collection, this Board will either make the findings required by Government Code section 66001 or direct the refund of the fees.

9. Pursuant to Government Code section 65995(b)(3), these rates shall be increased each even numbered calendar year according to the adjustment for inflation set forth in the statewide cost index for Class B construction, or a lesser amount as determined by the State Allocation Board or the relevant School Facilities Impact Fee Justification Study.

10. This Board directs the Superintendent, or designee, to cause a copy of this Resolution to be delivered to the building official of the Cities and County within the School District's boundaries and the Department of Healthcare, Access and Information ("HCAI") (formerly known as the Office of Statewide Health Planning and Development) along with a copy of all the supporting documentation referenced herein and a map of the School District clearly indicating the boundaries thereof, advising the Cities, County, and HCAI that new residential and commercial/industrial development is subject to the Statutory School Fees adopted pursuant to this Resolution and requesting that no building permit or approval for occupancy be issued by any of these entities for any new residential development project, mobile home or manufactured home subject to the Statutory School Fees absent a certification from this School District of compliance of such project with the requirements of the Statutory School Fees, nor that any building permit be issued for any non-residential development absent a certification from this School District of compliance with the requirements of the applicable Statutory School Fees.



11. The Board further directs and authorizes the Superintendent to take further action on its behalf as necessary and appropriate to effectuate this Resolution.

THE FOREGOING RESOLUTION was adopted upon motion by Trustee \_\_\_\_\_, seconded by Trustee \_\_\_\_\_, at a meeting held on September 13, 2022 by the following vote:

AYES: \_\_\_\_\_  
NOES: \_\_\_\_\_  
ABSTENTION(S): \_\_\_\_\_  
ABSENT: \_\_\_\_\_

DATED: \_\_\_\_\_, 2022

BOARD OF TRUSTEES OF LAKESIDE UNION  
SCHOOL DISTRICT

By \_\_\_\_\_

## CERTIFICATION

I, Darin Buoni, Clerk to the Board of Trustees of the Lakeside Union School District, certify that the foregoing Resolution was regularly introduced, passed, and adopted by the Board of Trustees at its meeting held on September 13, 2022.

DATED: September 13, 2022

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Clerk, Board of Trustees  
Lakeside Union School District

**RESOLUTION #09132022A**  
**RESOLUTION OF THE**  
**LAKESIDE UNION SCHOOL DISTRICT SCHOOL DISTRICT**  
**DECLARING AN EMERGENCY UNDER**  
**PUBLIC CONTRACT CODE SECTIONS 22035 AND 22050**

**WHEREAS**, Public Contract Code section 1102 defines “emergency” as “a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.”

**WHEREAS**, the Lakeside Union School District (“District”) has suffered failure of the freshwater delivery system to the boys’ shower room and restroom at the Lakeside School pool Building causing damage to District facilities that the District cannot remediate using its own forces; and

**WHEREAS**, unless immediate action is taken to assess and repair the damage, the structural integrity and/or safety of the District facilities may be compromised and the continuation of classes may be delayed; and

**WHEREAS**, under Public Contract Code Sections 22035 and 22050 *et seq.*, in an emergency, in a district that has adopted the California Uniform Public Construction Cost Accounting Act (“CUPCCAA”), the District, pursuant to a four-fifths vote of its Board of Trustees (“Board”), may proceed at once to repair or replace any public facility without adopting plans, specifications, strain sheets or working details, and take any directly related and immediate action required by that emergency, and procure necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts; and,

**WHEREAS**, the Board has previously adopted the CUPCCAA provisions and therefore need not seek approval of the County Office of Education in the case of an emergency.

**NOW, THEREFORE, IT IS RESOLVED** that the Board has determined, by at least a four-fifths vote herein recorded, that pursuant to Public Contract Code Sections 1102, 22035 and 22050 *et seq.*, for the reasons set forth above, an emergency exists in that there is both a danger to life and/or property, the emergency will not permit a delay resulting from competitive solicitation for bids and that any delay in taking emergency action could interfere with the continuation of classes and provision of educational services to students; and

**IT IS FURTHER RESOLVED THAT**, upon approval of this Resolution, the Board delegates to the District Superintendent, or his/her designee, the authority to hire day labor or contract in writing with reputable licensed contractor(s), or a combination therefore, for the performance of the work required, and any such contracts shall require subsequent ratification by the Board;

**IT IS FURTHER RESOLVED THAT** the Board shall review the emergency action authorized by this Resolution No. \_\_\_\_ at its next regularly scheduled meeting and at every

regularly scheduled meeting thereafter until the action is terminated, to determine, by four-fifths vote, whether there is a need to continue the emergency action; and

**IT IS FURTHER RESOLVED THAT**, for any contract exceeding \$25,000.00, performance and payment bonds will be required.

The foregoing Resolution was introduced by Board Member \_\_\_\_\_, who moved its adoption, second by Board Member \_\_\_\_\_, and adopted on roll call on September 13, 2022 by the following vote:

Member Alan Banducci	_____
Member Mario Buoni	_____
Member Russell Robertson	_____
Member Darin Buoni	_____
Member Tamara Jones	_____

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT OR NOT VOTING: \_\_\_\_\_

SO ORDERED.

\_\_\_\_\_  
Board President

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

CAMP KEEP AGREEMENT  
2022-2023  
SCHEDULED PARTICIPATION DATES: SEE ATTACHMENT A \*

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

RECITALS

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

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

TERMS

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

- 1. Scope of Services. County Superintendent shall provide a program of outdoor science education and conservation education for pupils/clients of Agency at its Camp KEEP Ocean or Camp KEEP By the Sea facilities, as applicable, as provided in this Agreement.
- 2. Term. The term of this Agreement shall be for the school year specified in the title block of this Agreement above. One party may terminate this Agreement prior to its expiration if the other party fails to comply with any insurance or indemnification requirements of this Agreement, or commits any other material breach of this Agreement and fails to cure the breach within 10 days after written demand.
- 3. Price. In consideration of the services provided by County Superintendent and to provide for the actual cost of providing the instructional program and continuing capital outlay expenditures, maintenance and other costs, Agency shall pay County Superintendent a fee calculated based on the type of program indicated in Attachment A.

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

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

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

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


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

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

AGENCY

MARY C. BARLOW  
KERN COUNTY SUPERINTENDENT OF SCHOOLS

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

By   
Signatory Name: Tina Foster  
Title: Chief Financial Operations Officer  
Address: 1300 17<sup>th</sup> Street, Bakersfield, CA 93301  
Account Code: 01-535-0000-0-8677.00-0000-0000-00-0000-000  
Date: 8-19-20

## ADDITIONAL PROVISIONS OF THIS AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 8. Indemnification.

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

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

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

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

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

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

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





## CLINICAL PRACTICUM AGREEMENT

This Agreement is between Lakeside Union School District ("Practicum Site") and The Trustees of the California State University on behalf of California State University, Northridge ("University"), and is effective as of 8/15, 2022

A. Clinical Site is a general acute care hospital, medical center, skilled nursing facility, private practice clinic or is an independent or unified school district.

B. University operates a fully accredited program offering a **Master of Science Degree in the field of Speech Language Pathology and a Clinical Doctorate Degree in the field of Audiology (AuD)**. The speech-language pathology graduate program is accredited under the standards of the Council on Academic Accreditation of the American Speech-Language-Hearing Association (ASHA). The audiology program has been granted "formal developing status" under the Accreditation Commission for Audiology Education (ACAE) accrediting body. CSUN is accredited by The Western Association of Schools and Colleges (WASC).

C. The purpose of this agreement is to provide the graduate training for the Master of Science in Communication Disorders and Sciences, the Speech Language Pathology Assistant Fieldwork Program, and/or the Clinical Doctorate degree in Audiology. The parties will both benefit by making a clinical training program ("Program") available to University students at the Clinical Site.

The parties agree as follows:

### I. UNIVERSITY'S RESPONSIBILITIES

A. Student Application. The student shall file an Application for Clinical Privileges. Pertinent information, which shall include the student's name, address, and telephone number, shall be sent to the clinical site. Clinical Site shall regard this information as confidential and shall use the information only to identify each student.

B. Schedule of Assignments. University shall notify the clinical site supervisor of student assignment, including the name of the student, level of academic preparation, and length and dates of proposed clinical experience.

C. Department Faculty. University shall assign members of the department's faculty or University's Clinical Director or University's Distance Learning Coordinator to provide professional mentoring and advice to the Clinical Site's Program Supervisor through the term of this agreement in order to assist in the education of the student.

D. Records. University shall maintain all personnel records for its staff and all academic records for its students.

E. Student Responsibilities. University shall notify students in the program that they are responsible for:

1) Complying with Clinical Site's clinical and administrative policies, procedures, rules and regulations;

2) Arranging for his/her own transportation and living arrangements;

3) Assuming responsibility for personal illnesses, necessary immunizations, tuberculin tests, annual health examinations and other requirements as identified by the Clinical Site;

4) Procuring and maintaining in force health insurance coverage throughout the term of the student's practica at the Clinical Site.

5) Maintaining the confidentiality of patient information.

a) No student shall have access to or have the right to receive any medical record, except when necessary in the regular course of the clinical experience. The discussion, transmission, or narration in any form by students of any individually identifiable patient information, medical or otherwise, obtained in the course of the program is forbidden except as a necessary part of the practical experience.

b) Neither the University nor its employees or agents shall be granted access to individually identifiable information unless the patient has first given consent using a form approved by clinical site that complies with applicable state and federal law, including the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing regulations.

c) Clinical Site shall reasonably assist University in obtaining patient consent in appropriate circumstances. In the absence of consent, students shall use de-identified information only in any discussions about the clinical experience with University, its employees, or agents.

5) Complying with Clinical Site's dress code and wearing name badges identifying themselves as students.

6) Insurance requirements. See Section 5, Paragraph B.

F. Payroll Taxes and Withholdings. University shall be solely responsible for any payroll taxes, withholdings, and insurance or benefits of any kind for University's employees, if any, who provide services to the Program under this Agreement. Students are not employees or agents of the University and shall receive no compensation for their participation in the Program, from the University. For purposes of this agreement, however, students are trainees and shall be considered members of Clinical Site's "workforce" as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103.

## II. CLINICAL SITE RESPONSIBILITIES

A. Clinical Experience. Clinical Site shall accept from University the student and shall provide the student with supervised clinical experience, meeting the ASHA/ACAE requirement and any state licensure laws, as applicable.

B. Records and Evaluations. Clinical Site shall maintain complete records and reports on student's performance and provide an evaluation to University on forms the University shall provide.

C. Withdrawal of Students. Clinical Site may request that University withdraw from the program any student whom Clinical Site determines is not performing satisfactorily, refuses to follow Clinical Site's administrative policies, procedures, rules and regulations, or violates any federal or state laws. Such requests must be in writing. Once the University receives the request in writing, the University will take appropriate steps to comply.

D. Emergency Health Care/First Aid. Clinical Site shall, on any day when a student is receiving training at its facilities, provide to that student necessary emergency health care or first aid for accidents occurring in its facilities. Except as otherwise provided in this agreement, Clinical Site shall have no obligation to furnish medical or surgical care to any student.

E. Clinical Site's Confidentiality Policies. As trainees, students shall be considered members of Clinical Site's "workforce," as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103, and shall be subject to Clinical Site's policies respecting confidentiality of medical information. In order to ensure that students comply with such policies, Clinical Site shall provide students with substantially the same training that it provides to its regular employees.

F. Clinical Supervisor Requirements. Clinical Site shall provide the Clinical Supervisor with sufficient and specific time in the work schedule to carry out the supervision duties of the student's clinical practicum. The supervision duties fulfill the requirements of the accreditation of the graduate program so that the student will meet requirements for state license, and certification. The minimum requirements for these duties include:

- 1) Allocation of sufficient time to directly observe a minimum of twenty five (25) percent of treatment and assessment sessions of a client or groups of clients by the student during the supervised practicum.
- 2) Allocation of sufficient time to meet directly with the student for purposes of supervision feedback and discussion periodically during the course of supervision.
- 3) Allocation of sufficient time for the Clinical Site Supervisor to communicate with the University's Clinical Coordinator or Clinical Course Instructor.
- 4) Allocation of specific time in order to be present at the clinical site during the period that the student will be providing clinical services under this agreement.

### III. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

The parties agree that all students receiving clinical training pursuant to this Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, gender identity, sexual orientation, age or veteran status.

### IV. STATUS OF UNIVERSITY AND CLINICAL SITE

The parties expressly understand and agree that the students enrolled in the Program are in attendance for educational purposes, and such students are not considered employees of University for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or workers' compensation insurance. Students are considered members of Clinical Site's "workforce" for purposes of HIPAA compliance.

### V. INSURANCE

A. University Insurance. University shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by University's employees. Coverage under such professional and commercial general liability insurance shall be not less than two million dollars (\$2,000,000) for each occurrence and four million dollars (\$4,000,000) in the aggregate. Such coverage shall be obtained from a carrier rated A or better by AM Best or a qualified program of self-insurance. The University shall maintain and provide evidence of workers' compensation and disability coverage as required by law. Insurance shall provide for not less than thirty (30) days' notice of cancellation to Clinical Site. University shall provide Clinical Site with evidence of the insurance required under this paragraph upon request of the Clinical Site. University shall promptly notify Clinical Site of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

B. Student Insurance. School shall require that during the term of each student's clinical rotation, each student shall be covered by comprehensive general and professional liability insurance to protect the student, Facility and University against liability arising from any and all negligent acts or incidents caused by the student. Coverage under such insurance shall be with limits not less than \$1 million each claim, \$3 million policy aggregate, on a claim made basis including three (3) years extended reporting period.

C. Clinical Site Insurance. Clinical Site shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by its employees. Coverage under such professional and commercial general liability insurance shall be not less than two million dollars (\$2,000,000) for each occurrence and four million dollars (\$4,000,000) in the aggregate. Such coverage is to be obtained from a carrier rated A or better by AM Best or a qualified program of self-insurance. Clinical Site shall also maintain and provide evidence of workers' compensation and disability coverage for its employees as

required by law. Insurance shall provide for not less than thirty (30) days' notice of cancellation to University. Clinical Site shall provide University with evidence of the insurance required under this paragraph upon request of the University. Clinical Site shall promptly notify University of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

## VI. INDEMNIFICATION.

A. University agrees to indemnify, defend and hold harmless Clinical Site and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney fees, arising out of or resulting from University's sole negligence, or in proportion to the University's comparative fault.

B. Clinical Site agrees to indemnify, defend, and hold harmless University and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney fees, arising out of or resulting from Clinical Site's sole negligence, or in proportion to the Clinical Site's comparative fault.

## VII. TERM AND TERMINATION

A. Term. This Agreement shall be effective as of the date first written above and shall remain in effect for five (5) years.

B. Renewal. This Agreement may be renewed by mutual agreement.

C. Termination. This Agreement may be terminated at any time by the written agreement or upon 30 days' advance written notice by one party to the other, PROVIDED, HOWEVER, that in no event shall termination take effect with respect to currently enrolled students, who shall be permitted to complete their training for any cohort in which termination would otherwise occur.

## VIII. GENERAL PROVISIONS

A. Amendments. In order to ensure compliance with HIPAA, the following provisions of this Agreement shall not be subject to amendment by any means during the term of this Agreement or any extensions: Section I, Paragraph E, subdivisions 4.a), 4.b), and 4.c); Section I, Paragraph F, to the extent it provides that students are members of Practicum Site's "workforce" for purposes of HIPAA; Section II, Paragraph E; and Section IV. This Agreement may otherwise be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be reduced to writing and signed by the parties.

B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.

C. Attorney's Fees. In the event that any action is brought by either party to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees, in addition to such other relief as the court may deem appropriate.

D. Captions. Captions and headings in this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement or any of its provisions.

E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

F. Entire Agreement. This Agreement is the entire agreement between the parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

G. Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

H. Notices. Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below.

I. Clinical Site is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". Clinical Site is familiar with and informed about the Centers for Disease Control and Prevention (CDC) current guidelines regarding COVID-19 as well as applicable federal, state and local governmental directives regarding COVID-19. Clinical Site, to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed or updated, Clinical Site will take steps to comply with the modified, changed or updated guidelines or directives. If at any time Clinical Site becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify the Communication Disorders and Sciences Program of that fact.

IX. EXECUTION

By signing below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their signature is made.

UNIVERSITY  
California State University, Northridge  
Purchasing & Contract Administration  
18111 Nordhoff Street  
Northridge, CA 91330-8231

CLINICAL SITE  
Lakeside School  
Print Name of Site  
14535 Old River Rd  
Print Street Address  
Bakersfield CA 93311  
Print City and State

Phone: 818-677-2069

Phone #: 661-834-4189

Email: mariamelissa.atienza@csun.edu

E-Mail jelcano@lakesidesd.org

Signature By: \_\_\_\_\_

Signature By: \_\_\_\_\_

Name: Maria Melissa Y. Atienza  
Title: Contracts Specialist, Purchasing &  
Contract Administration

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Department of Communication Sciences & Disorders  
College of Health and Human Development  
18111 Nordhoff Street  
Northridge, CA 91330-8279  
Attn: Rosie Quezada, Diana Cabral, Sarah Cathcart, Odette Arman,  
Janice Woolsey, Laura Ballan