

LAKESIDE UNION SCHOOL DISTRICT
BOARD OF TRUSTEES
SPECIAL MEETING
AGENDA

Lakeside School Library
14535 Old River Road
Bakersfield, CA 93311

May 19, 2022
5:30 P.M.

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

1. CALL TO ORDER, ROLL CALL AND FLAG SALUTE

BOARD OF TRUSTEES: ___ Mario Buoni(MB) ___ Alan Banducci(AB)
 ___ Tamara Jones(TJ) ___ Russell Robertson(RR)
 ___ Darin Buoni(DB)

2. HEARING OF STAFF AND/OR CITIZENS *This agenda item is included to allow members of the public opportunity to ask questions or discuss 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. Personnel

(1) Discussion and Approval of Job Description and Salary Schedule: Principal.

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

B. Budget and Finance

(1) Approval of Agreement Between the Lakeside Union School District and The Boys & Girls Clubs of Kern County for the 2022 Summer Program.

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

4. ADJOURNMENT

Time: _____

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

For information regarding how, to whom, and when a request for disability-related modification or accommodation, including auxiliary aids or services, may be made by a person with a disability who requires a modification or accommodation to participate in the public meeting, please contact Ty Bryson, District Superintendent.

Lakeside Union School District

Job Description

Title: Principal

Licenses

Required: California Professional Clear Administrative Services Credential
Master's Degree
Valid California teaching credential

Experience

Required: Three (3) years successful teaching experience
Three (3) years administrative experience or other related experience
Three (3) recommendation letters from supervisors or other educational professionals familiar with work performance.

Preferred: Five (5) years successful teaching experience
Bilingual communication skills are highly desirable

Other Qualifications:

- Plan, organize, and direct the educational operations, activities, instructional programs and services of an assigned school.
- Apply laws, codes, regulations, policies, procedures, collective bargaining agreements, local, state, and federal standards and requirements governing school site operations.
- Recognize and promote equity, fairness, and respect among all members of the school community.
- Apply principles, practices and procedures involved in the development and implementation of educational programs, services, goals, objectives, plans, strategies, standards, projects, and processes.
- Align fiscal, human, and material resources to support student learning.
- Collaborate and build positive relationships through interpersonal skills related to students, staff, parents, community, and a diverse range of stakeholders.
- Work irregular hours/days; including evenings, weekends and holidays, and be on-call for emergencies, travel, work at any employer location or be reassigned.
- Model personal and professional ethics, integrity, justice, and fairness, and expect the same behavior from others.
- Experience with and ability to adapt to changing educational and business technology.
- Provide instructional leadership through data analysis, collaboration, and coaching.
- Commit to California Professional Standards for Educational Leaders.
- Personal Qualities: He/she has the appearance, grooming, and personality, which establish a desirable model for students. He/she has the ability to meet standards for physical and mental health. Better than average recommendations from supervisors or other professionals who have observed the personal characteristics, scholastic attainment, and classroom performance of the individual.

Lakeside Union School District

Reports To: District Superintendent

Supervises: Certificated and Classified staff assigned to school site

Function: Under the direction of the Superintendent or designee, plan, organize, and lead the educational operations, activities, instructional programs and services of an assigned school; supervise and evaluate the performance of assigned personnel; coordinate and direct communications, curriculum, student discipline functions, school plant operations, and special programs to ensure student learning and achievement and assure smooth and efficient school activities; steward the values, vision, and mission of the District.

Representative Duties:

- Coordinate, lead, supervise, and evaluate the performance of assigned personnel, communications, curriculum, student discipline, school plant operations, special programs, and information to ensure student learning and achievement, and assure smooth and efficient school activities; provide educational leadership in the development and implementation of the school's mission, programs, services, goals, objectives, plans strategies, standards, projects, processes, and procedures in alignment with District values, vision and mission.
- Monitor and evaluate programs and services utilizing quantitative and qualitative data for educational effectiveness, and operational efficiency; collaborate with administration, staff, and public concerning educational needs; implement and modify programs, services, goals, objectives, policies and procedures to enhance educational effectiveness, operational efficiency, and capacity to meet student needs.
- Provide consultation and technical expertise to personnel, administrators, parents, and the public concerning school operations and activities; respond to inquiries and provide detailed and technical information concerning related programs, services, students, standards, requirements, issues, principles, practices, techniques, laws, codes, regulations, policies and procedures; provide academic and individual counseling to students and parents as needed.
- Direct and participate in a planned program of classroom visits and observations to assess the performance of staff and assure compliance with established educational standards; prepare documentation concerning staff performance; confer with teachers to assure instructional programs meet student needs and District requirements.
- Plan, organize, control, and direct campus activities at assigned site to assure the well-being and safety of students and staff in classroom and non-classroom activities; direct and participate in activities related to the discipline of students according to established policies and procedures; oversee and participate in administering District and school site discipline policies and safety programs.
- Plan, organize, and direct the business operations of the school; analyze and review budgetary and financial data; control and authorize expenditures in accordance with established limitations; assure proper allocation of funds for instructional equipment and materials.

Lakeside Union School District

- Coordinate, attend, and conduct a variety of meetings; present materials and information concerning school operations and related issues, needs and activities; coordinate and meet with school site advisory groups; conduct student and parent appeals; represent the school at Board, District, and community functions.
- Participate in the District-sponsored professional learning programs to enhance school site curriculum, instructional skills, leadership skills, communication techniques, and supervision and evaluation skills; direct the implementation of staff development and professional learning activities.
- Plan, organize, and direct ongoing site collaboration around student data to plan effective teaching and to address instructional needs of students; articulate staff efforts to monitor and communicate progress of students; supervise use of test data as partial input for determining student placement in school program; directs and/or encourages staff to seek involvement of parents in placement and treatment of students; provides direction and support in staff efforts to communicate student progress to appropriate others.
- Provide school climate which is responsive to needs of students; implement and maintain operational procedures which tend to make school student oriented; deal directly with interpersonal conflicts occurring between students and between students and staff; suspend students, recommend expulsion.
- Based on available resources, provide adequate personnel, instructional materials and resources to meet program and service needs; monitor and analyze staffing needs and initiate recruitment activities as appropriate; coordinate the purchase of instructional materials and equipment.
- Perform other duties as assigned.

Junior High/Middle School Position:

- Direct the development and implementation of student course selection and master schedule programs and procedures; understand credential authorizations in relation to teacher assignment and master schedule. Assure student preparedness for and transition to high school; administer student progress and educational evaluation programs and activities.

TERM OF EMPLOYMENT: Salary and work year according to current schedule or contract approved by Board of Education.

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

Current and Proposed Salary Schedules for K-8 Principal

Current			
Step	Index	2021-2022	Daily Rate
1	1.10	\$93,212	\$444
2	1.13	\$95,754	\$456
3	1.16	\$98,296	\$468
4	1.19	\$100,838	\$480
5	1.22	\$103,380	\$492
6	1.25	\$105,923	\$504
7	1.28	\$108,465	\$516
8	1.31	\$111,007	\$529
9	1.34	\$113,549	\$541
10	1.37	\$116,091	\$553

Schedule A			
Step	Index	2022-2023	Daily Rate
1	1.22	\$103,380	\$492
2	1.25	\$105,923	\$504
3	1.28	\$108,465	\$516
4	1.31	\$111,007	\$529
5	1.34	\$113,549	\$541
6	1.37	\$116,091	\$553
7	1.40	\$118,633	\$565
8	1.43	\$121,175	\$577
9	1.46	\$123,717	\$589
10	1.49	\$126,260	\$601

Schedule C			
Step	Index	2022-2023	Daily Rate
1	1.16	\$98,296	\$468
2	1.19	\$100,838	\$480
3	1.22	\$103,380	\$492
4	1.25	\$105,923	\$504
5	1.28	\$108,465	\$516
6	1.31	\$111,007	\$529
7	1.34	\$113,549	\$541
8	1.37	\$116,091	\$553
9	1.40	\$118,633	\$565
10	1.43	\$121,175	\$577

Schedule B			
Step	Index	2022-2023	Daily Rate
1	1.19	\$100,838	\$480
2	1.22	\$103,380	\$492
3	1.25	\$105,923	\$504
4	1.28	\$108,465	\$516
5	1.31	\$111,007	\$529
6	1.34	\$113,549	\$541
7	1.37	\$116,091	\$553
8	1.40	\$118,633	\$565
9	1.43	\$121,175	\$577
10	1.46	\$123,717	\$589

Schedule D			
Step	Index	2022-2023	Daily Rate
1	1.13	\$95,754	\$456
2	1.16	\$98,296	\$468
3	1.19	\$100,838	\$480
4	1.22	\$103,380	\$492
5	1.25	\$105,923	\$504
6	1.28	\$108,465	\$516
7	1.31	\$111,007	\$529
8	1.34	\$113,549	\$541
9	1.37	\$116,091	\$553
10	1.40	\$118,633	\$565

MS/K-8 Principal Salaries 2021-2022

RANK

1) Panama-Buena Vista	\$110,013 - \$133,368	8 Steps	204 Work Days	
			\$539.28 / Day (Step 1)	
2) Fruitvale	\$106,862 - \$123,270	8 Steps	205 Work Days	
			\$521.28 / Day (Step 1)	
3) Norris	\$105,460 - \$122,205	9 Steps	210 Work Days	
			\$502.19 / Day (Step 1)	
4) Edison	\$96,416.82 - \$120,082.78	10 Steps	208 Work Days	\$2,000 Stipend for MS Principal
			\$480.37 / Day (Step 1)	\$1,500 Stipend for MA Degree
5) Rio Bravo	\$94,963 - \$128,689	11 Steps	210 Work Days	\$1,500 Stipend for MA Degree
			\$475.06 / Day (Step 1)	\$550 Cell Phone Allowance
				\$2,750 Auto Allowance
6) Rosedale	\$95,655 - \$118,930	11 Steps	205 Work Days	\$1,500 Stipend for MS Principal
			\$473.93 / day (Step 1)	
7) Lakeside	\$93,212 - \$116,091	10 Steps	210 Work Days	*TSA 4% Match
			\$444 / Day (Step 1)	
			\$462 / Day (Step 1)	\$3,728 - \$4,644

Utilizing the existing LUSD Principal Salary and index system of step increases, the proposals listed below are ranked in comparison to the districts listed above. The optional TSA requires an employee matching contribution.

LUSD Proposed (Rank #3)	\$103,380 - \$126,260	10 Steps	210 Work Days	*TSA 4% Match
			\$492 / Day (Step 1)	
			\$512 / Day (Step 1)	\$4,135 - \$5,050
LUSD Proposed (Rank #5)	\$100,838 - \$123,717	10 Steps	210 Work Days	*TSA 4% Match
			\$480 / Day (Step 1)	
			\$499 / Day (Step 1)	\$4,033 - \$4,949
LUSD Proposed (Rank #6)	\$98,296 - \$121,175	10 Steps	210 Work Days	*TSA 4% Match
			\$468 / Day (Step 1)	
			\$487 / Day (Step 1)	\$3,932 - \$4,847

K-5 Principal Salaries 2021-2022

RANK

1) Panama-Buena Vista (2)	\$110,013 - \$133,368	8 Steps	204 Work Days \$539.28 / Day (Step 1)	
2) Fruitvale (1)	\$106,862 - \$123,270	8 Steps	205 Work Days \$521.28 / Day (Step 1)	
3) Norris (3)	\$102,783 - \$119,200	9 Steps	210 Work Days \$489.44 / Day (Step 1)	
4) Rio Bravo (7)	\$94,963 - \$128,689	11 Steps	210 Work Days \$475.06 / Day (Step 1)	\$1,500 Stipend for MA Degree \$550 Cell Phone Allowance \$2,750 Auto Allowance
5) Edison (4)	\$96,416.82 - \$120,082.78	10 Steps	208 Work Days \$470.75 / Day (Step 1)	\$1,500 Stipend for MA Degree
6) Rosedale (6)	\$95,655 - \$118,930	11 Steps	205 Work Days \$455.50 / day (Step 1)	
7) Lakeside (5)	\$93,212 - \$116,091	10 Steps	210 Work Days \$444 / Day (Step 1) \$462 / Day (Step 1)	*TSA 4% Match \$3,728 - \$4,644

Utilizing the existing LUSD Principal Salary and index system of step increases, the proposals listed below are ranked in comparison to the districts listed above. The optional TSA requires an employee matching contribution.

LUSD Proposed (Rank #3)	\$103,380 - \$126,260	10 Steps	210 Work Days \$492 / Day (Step 1) \$512 / Day (Step 1)	*TSA 4% Match \$4,135 - \$5,050
LUSD Proposed (Rank #4)	\$100,838 - \$123,717	10 Steps	210 Work Days \$480 / Day (Step 1) \$499 / Day (Step 1)	*TSA 4% Match \$4,033 - \$4,949
LUSD Proposed (Rank #6)	\$98,296 - \$121,175	10 Steps	210 Work Days \$468 / Day (Step 1) \$487 / Day (Step 1)	*TSA 4% Match \$3,932 - \$4,847

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

INDEPENDENT CONTRACTOR AGREEMENT FOR SPECIAL SERVICES

This Independent Contractor Agreement for Special Services ("Agreement") is made and entered into on, July 1, 2022 by and between the Lakeside Union School District, a public school district and a political subdivision of the State of California, Kern County, hereinafter referred to as the "District," and the Boys & Girls Clubs of Kern County, a private non-profit organization hereinafter referred to the "Contractor" (hereinafter referred to collectively as, "Parties".)

RECITALS

WHEREAS, the Program has been shown to reduce juvenile crime and improve students' grades, attendance and conduct; and

WHEREAS, the Contractor desires to provide Program services for the District's students to

WHEREAS, the Contractor is a private non-profit youth service agency organized pursuant to the include literacy and educational activities; and

laws of the State of California

WHEREAS, The District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the District is in need of such special services and advice to provide the Program's academic enrichment and recreational activities for District students of all ages; and

WHEREAS, the Contractor is specially trained, experienced and competent to perform the special Program services for the benefit of District students, and District requires such services on a limited basis.

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Contractor shall provide the Program services as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").
2. **Term of Agreement.** This Agreement will commence on July 1, 2022 and will continue until August 1, 2022 or until such time as the District no longer receives funds to deliver the Services for the benefit of District students or the Agreement is terminated in accordance with the terms of this Agreement, whichever comes first.

3. **Program Location.** The Contractor shall provide the Services at the following site (collectively, "District Facilities"):

- Suburu School 7315 Harris Road Bakersfield, CA 93313

4. **Submittal of Documents.** The Contractor shall not commence the Services under the terms of this Agreement until the Contractor has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

 X Signed Agreement

 X Workers' Compensation Certificate (Attached as **Exhibit "B"**)

 X Insurance Certificates and Endorsements

 X W-9 Form

 X Fingerprinting/Criminal Background Investigation Certification (Attached as **Exhibit "C"**)

 X Tuberculosis Clearance (Attached as **Exhibit "D"**)

5. **Priority of Use.** Throughout the term of this Agreement, District programs, including athletic and recreational programs, shall take precedence and priority over the Contractor's right to use District Facilities. The Contractor's use of District Facilities shall be solely for the Contractor's performance of the Services. Any use of District Facilities for other than the Contractor's performance of the Services is prohibited without the prior written consent of the District.

6. **Compensation.** The District agrees to pay the Contractor for Services rendered pursuant to this Agreement a total fee not to exceed Sixty-Six Thousand Five Hundred Fifty-Nine Dollars (\$66,559) for the 2022 Summer Program ("Total Compensation"). The Total Compensation shall be paid to the Contractor over the 2022 Summer Program, which shall consist of Twenty-Two (22) days. The District shall pay the Contractor according to the following terms and conditions on the following date:

July 1, 2022 (\$66,559)

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

8. **Staffing.** The Contractor shall hire, supervise, train and assign Twelve (12) staff members to provide services under this Agreement as follows:

- Suburu Elementary School (12)

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

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

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

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

15. **District Facility Usage.** The District Facilities to be used are classrooms, the cafeteria, and playground at each site. The Contractor will clean up and return items to their original location at the end of each day.
 - 15.1 **Computer Accounts.** Certain members of the Contractor's staff may be assigned a District computer account to use for Program-related purposes. District equipment shall be used by the Contractor in accordance with applicable law and District policy and procedure. Only the staff person actually assigned the District computer account may use said account. No sharing of District computer accounts amongst the Contractor staff is permitted.
16. **Materials.** The Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement, except as follows:
 - 16.1 Program supplies for the activities delivered by the Contractor will be provided by the Contractor.
17. **Field Trips.** The Contractor shall sponsor and must obtain advance approval from the District for any field trips or other off-site travel planned for students in the Program. Signed parental/guardian permission forms with appropriate release of liability for the District and the Contractor, attached hereto as **Exhibit "E"**, must be obtained in advance for each participating student. Any activity organized by the Contractor shall be considered an activity in the sole control and direction of the Contractor. The Contractor shall assume all responsibility for the care and control of students will participation in any activity, whether on-site or off-site that is offered as part of the Program.
18. **Parental Visits.** The Contractor shall provide for reasonable parental access to all of District's Facilities being used by the Contractor to the extent allowed by applicable law. The Contractor shall ensure that parental visits are in agreement with applicable court orders, if any.
19. **Medication.** The Contractor shall ensure that medications are distributed and/or administered to students participating in the Program only when there is a written statement on file with both the Contractor and the District from a licensed physician detailing the type, administration, method, amount, and time schedule of how the medication is administered. The Contractor shall not distribute or administer any prescribed medication to any student unless pursuant to a written statement by the student's parent on file with both the Contractor and the District. The Contractor shall keep a written log of medication dispensation and/or administration. Any change in medication dispensation or administration (such as method, amount, and schedule) by the Contractor must be previously authorized in writing by a licensed physician and parent on file with the Contractor and the District.

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

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

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

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

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

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

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

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

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

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

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

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

25.2.4 All policies shall be written on an occurrence form.

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

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

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

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

CONTRACTOR:

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

DISTRICT:

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

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

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

incorporated herein by reference.

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

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

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

By: _____

Title: _____

**Lakeside Union School District
(DISTRICT)**

By: _____

Title: _____

Information regarding Contractor:

Contractor: Boys & Girls Clubs of Kern County

License No.: _____

Address: PO BIN 5J
Bakersfield, CA 93385

Telephone: (661) 325-3730

Facsimile: (661) 325-2118

E-Mail: zanesmith@bgclubsofkerncounty.org

Type of Business Entity:

____ Individual

____ Sole Proprietorship

____ Partnership

____ Limited Partnership

____ Corporation, State: _____

____ Limited Liability Company

X Other: 501c3

Employer Identification and/or Social
Security Number

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

EXHIBIT "A"

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

The Contractor shall provide the following Services:

1. Educational and literacy enrichment activities at the school sites listed in the Agreement from 7 a.m. until at least 5 p.m., Monday through Friday except for days such as minimum attendance days, staff development days, or when performance is excused in writing by the District.
2. Train and supervise staff to help implement the Program.
3. Educational and literacy components in the form of homework assistance in one or more of the following areas: language arts, mathematics, history and social science, computer training or science.
4. Educational enrichment may include fine arts, recreation, physical fitness, student wellness, and prevention activities.
5. Collaborate with the District on all reporting requirements of the designated funding stream.
6. The Contractor will also have the responsibility of working with parents, volunteers, and subcontracting agencies that are part of the after school program.

EXHIBIT "B"

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Services of this Agreement.

Date: _____

Proper Name of Contractor: Boys & Girls Clubs of Kern County

Signature: _____

Print Name: Zane Smith

Title: Executive Director

(In accordance with Article 5 – commencing at Section 1860, Chapter 1 part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Services under this Agreement.)

EXHIBIT "C"
FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION
CERTIFICATION

One of the boxes below must be checked, with the corresponding certification provided, and this form attached to the Independent Contractor Agreement for Special Services ("Agreement"):

[To be completed by the authorized District employee only.] The Boys & Girls Clubs of Kern County's ("Contractor") employees, agents and volunteers will (1) have only limited contact, if any, with District students and the District will take appropriate steps to protect the safety of any students that may come in contact with the Contractor's employees so that the fingerprinting and criminal background investigation requirements of Education Code Section 45125.1 shall not apply to the Contractor for the Services under their Agreement; or (2) be under the immediate supervision and direction of certificated personnel of the District so that the fingerprinting and criminal background investigation requirements of Education Code Section 49024 shall not apply to the Contractor for the Services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code Section 45125.1 [c])

Date: _____

District Representative's Name and Title: _____

Signature: _____

The fingerprinting and criminal background investigation requirements of Education Code Section 49024 apply to the Contractor's Services under this Agreement and Contractor certifies its compliance with these provisions as follows:

The Contractor certifies that the Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code Section 49024 with respect to all the Contractor's volunteers, employees, subcontractors, agents, and subcontractors' employees or agents ("Contractor Parties") regardless of whether those Contractor Parties are paid or unpaid, concurrently employed by the District, or acting as independent contractor of the Contractor, who may have contact with District pupils in the course of providing Services pursuant to the Agreement, and the California Department of Justice AND the Federal Bureau of Investigation have determined that none of those Contractor Parties has been convicted of a felony, as that term is defined in Education Code Section 45122. A complete and accurate list of all Contractor Parties who may come in contact with District pupils during the course and scope of the Agreement is attached hereto.

I am an authorized representative of the Contractor entering into this Agreement with District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of the Contractor.

Date: _____

Name of Contractor or Company: Boys & Girls Clubs of Kern County

Signature: _____

Print Name and Title: Zane Smith, Executive Director

EXHIBIT "D"

TUBERCULOSIS CLEARANCE

The undersigned does hereby certify to the Governing Board of the District as follows:

I am a representative of the Boys & Girls Clubs of Kern County ("Contractor") currently entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of the Contractor.

The Contractor's responsibility for tuberculosis clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District students regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

The Contractor certifies that at least one of the following items applies to the Services that are the subject of the Agreement:

The Contractor has complied with the tuberculosis requirements of Education Code Section 49406.1 with respect to all Contractor's employees all of its subcontractor's employees who may have contact with District students in the course of providing Services pursuant to the Agreement, and the California Department of Justice has determined that none of those employees has active tuberculosis, as that term is defined in Education Code Section 45122.1. A complete and accurate list of the Contractor's employees and of all of its subcontractors' employees who may come in contact with District students during the course and scope of the Agreement is attached hereto; and/or

The Contractor's Services under the Agreement are to be provided at an unoccupied school site only and/or will not be done on any District property and no employee and/or subcontractor or supplier of any tier of Agreement shall come in contact with District students.

Date: _____

Name of Contractor or Company: Boys & Girls Clubs of Kern County

Signature: _____

Print Name and Title: Zane Smith, Executive Director

EXHIBIT "E"
FIELD TRIP CONSENT AND RELEASE FORM
Boys & Girls Clubs of Kern County
801 Niles Street
Bakersfield, California 93305

PARENT PERMISSION FORM FOR STUDENT TO PARTICIPATE IN FIELD TRIP,
WAIVER OF LIABILITY AND CONSENT FOR MEDICAL TREATMENT

Return this to <Your Child's Teacher>

I, _____ (Parent/Guardian of Student), by signing below agree to the following with respect to my daughter/son's, _____, ("Student") participation in the voluntary activity described in this Consent and Release Form.

Student has my consent to participate in the field trip described below and may participate in all activities associated with the field trip or school-related trip (hereinafter, "Field Trip").

1. Description of Field Trip: _____
2. Location: _____
3. Date/Time/Duration: _____

- A. Student and Parent/Guardian understand that Student's participation in the Field Trip is an honor and a privilege and that Student shall act responsibly and with self-control throughout the Field Trip's duration. Student and Parent/Guardian acknowledge that Student is a person of sufficient maturity to make reasonable decisions about his/her conduct, and Student shall accept full responsibility for such conduct while participating in this Field Trip.
- B. Student agrees to abide by the discipline code of the Boys & Girls Clubs while participating in the Field Trip, Commencing at the time of departure from school premises until Student returns to his/her home
 - i. A copy of the discipline code is attached to this Consent and Release Form.
 - ii. Student will stay within the designated geographic parameters throughout the Field Trip
- C. Student and Parent/Guardian understand and agree that if Student violated any of the rules set forth in the District's discipline code, it will be within the sole discretion of the Field Trip supervisor or other designated supervisor ("Supervisors") to take whatever disciplinary action is necessary, including immediate notification of Parent/Guardian, dismissal from the Field Trip, or any other discretionary action that may be deemed appropriate.
- D. Student and Parent/Guardian acknowledge that there are certain risks inherent in participating in field trips. Such risks may include, but are not limited to, accident, delay, injury, illness or damage to personal property. Student and Parent/Guardian further agree that Supervisors cannot ensure the safety of Student. Student and Parent/Guardian expressly assume these risks and agree that they will not hold the Supervisors, the Boys & Girls Clubs of Kern County (the "Club") or the District responsible if such events occur.
- E. Student and Parent/Guardian, as a condition of Student's participation in the Field Trip, hereby agree to indemnify and hold harmless and waive all claims or suits for damages or injury arising from Students participation in the Field Trip and liability against the Clubs and the Lakeside Union School District, and

their officers, agents, employees, and volunteers, for injury, accident, illness, or death occurring during or by reason of this Field Trip. Student and Parent/Guardian hereby waive all rights to hold Supervisors, the Club, and the Lakeside Union School District personally, individually, jointly or severally liable for any and all claims.

- F. In the event of an accident, injury and/or medical emergency, Supervisors are hereby authorized to consent to and obtain whatever emergency medical treatment, surgery or dental care is considered necessary from and in the best judgment of the attending physician, medical care facility, hospital, paramedic unit or other health care provider deemed appropriate by Supervisors in the circumstances. In the event it is impossible to receive instructions for Student's care, full authorization is given to any licensed physician and/or surgeon for the provisions of medical treatment, including the administration of drugs or medication, and the performance of surgical treatment for the relief of pain and/or the preservation of life and/or health and well-being. Student and Parent/Guardian understand that this authorization is given to provide Supervisors, the Club, and the Lakeside School District with the power to secure reasonable medical care under emergency circumstances. Medical costs incurred shall be the responsibility of the Student and Parent/Guardian.
- G. Student and Parent/Guardian agree to pay for such medical care whether or not the costs are insured by student or Parent/Guardian's health insurance. Student and Parent/Guardian understand that an attempt will be made to contact Parent/Guardian by telephone if possible, before such care is administered.

Phone Number(s) where parent(s)/guardian(s) can be reached _____

Name of Medical Insurance: _____ Emergency medical contact number(s): _____

Medication student is taking (if any): _____ Medication student should not take: _____

- H. The Club and the Lakeside Union School District does not provide insurance for accidental injuries to student.

I have read, understand, and voluntarily agree to all provisions stated above. I give my permission for my child to participate in the Field Trip described herein.

Parent/Guardian Name: _____

Parent/Guardian Signature: _____

Address: _____

Date: _____ Phone: _____

Suburu 2022 Summer Program June 6 - July 1
Staffing Budget (20 School Days and 2 Days Training)

LOCATION	# OF EMPLOY.	Rate	Hours	Days	PST (1 hr for every 30 up to 24 hrs)	SUBTOTAL	PAYROLL TAX / INSUR.	TOTAL
Activity Leaders	8	17	5.5	22	\$3,264	\$19,720	\$4,609	\$24,329
Program Director	1	20	5.5	22	\$480	\$2,900	\$678	\$3,578
AM Activity Leaders	3	17	2	22	\$1,224	\$3,468	\$810	\$4,278
Friday Activity Leaders	8	17	9	4	\$3,264	\$8,160	\$1,907	\$10,067
Friday Program Director	1	20	9	4	\$480	\$1,200	\$280	\$1,480
Area Program	1	30	4	22	\$720	\$3,360	\$785	\$4,145
Supplies								\$10,000
Subtotal						\$38,808	\$9,069	\$57,877

Administrative 15% Administrative Costs
Total

\$ 8,682
\$66,559

Program Morning Afternoon
Monday - Thursday 7:00 a.m. - 8 a.m. 12:00 p.m. - 5:00 p.m.
Fridays 7:00 a.m. - 5:00 p.m.