

LAKESIDE UNION SCHOOL DISTRICT
BOARD OF TRUSTEES
REGULAR MEETING
AGENDA

Lakeside School Auditorium
14535 Old River Road
Bakersfield, CA 93311

May 13, 2025
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. RECOGNITION OF CERTIFICATED EMPLOYEE OF THE YEAR.

3. RECOGNITION OF CLASSIFIED EMPLOYEE OF THE YEAR.

4. RECOGNITION OF RETIREES FOR 2024-2025 SCHOOL YEAR.

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

A. Approve minutes of Regular Meeting of April 8, 2025.

B. Approve April End Of Month \$972,669.20, and May Mid Month Payroll of \$60,251.77.

C. Approve Batch #16

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

6. 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)*

7. CLOSED SESSION

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

- Employee Organizations: LTA, CSEA, Classified Management
- Labor Negotiators: Ty Bryson

8. OPEN SESSION

9. REPORT OF CLOSED SESSION

10. DISCUSSION OR ACTION ITEMS

A. General Control

- (1) Presentation of Education Code 42141 Compliance as it Relates to Worker's Compensation.

B. Budget and Finance

- (1) Approval of AGT. # [AR-26228586] – CAMP KEEP.

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

- (2) Approval of Vended Meals Agreement for the 2024-2025 School Year with Taft City School District.

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

- (3) Approval of AGT. #26-228851 – Professional Development ELA.

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

- (4) Approval of Quote from STS Education for New Phones and Phone System.

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

- (5) Approval of Change Order from Bakersfield Plumbing Co., Inc. for Plumbing Bid dated 2/12/25.

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

- (6) Approval of Independent Contractor Agreement for Special Services for the 2024-2025 Between the Lakeside Union School District and Boys & Girls Club.

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

- (7) Approval of Independent Contractor Agreement for Special Services for the 2025-2026 Between the Lakeside Union School District and Boys & Girls Club.

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

- (8) Approval of Proposal from Willscot for Eight (8) Portable Classrooms and Two (2) Restrooms at Lakeside School.

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

- (9) Approval of Proposal from Willscot for Seven (7) Portable Classrooms and One (1) Restroom at Suburu School.

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

- (10) Discussion and Possible Action for Concrete Work for District Service Sidewalk at Lakeside School.

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

- (11) Discussion and Possible Action for Concrete Work for Shade Structure at Lakeside School.

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

- (12) Discussion and Possible Action for Concrete Work for South Hallway at Lakeside School.

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

- (13) Discussion and Possible Action for Annual HVAC Services for the Lakeside Union School District.

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

C. Personnel

- (1) Approval to Hire Analiese Elisondo, 6.5 Hour Instructional Aide at Lakeside School.

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

- (2) Approval to Hire Jonathan Zamora as Multiple Subject Teacher at Suburu School.

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

- (3) Approval to Hire Elizabeth Tudor on Waiver #2 as a Speech Pathologist at Lakeside School.

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

- (4) Approval to Hire Gabriela Garcia Tapia as a Multiple Subject Teacher at Lakeside School.

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

- (5) Approval to Hire Leticia Aguirre as a Multiple Subject Teacher at Lakeside School.

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

- (6) Approval to Hire Brooke Malkin on a Provisional Internship Permit (PIP) as a SpEd Teacher at Suburu School.

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

- (7) Approval of Tentative Agreement Between the Lakeside Union School District and the California School Employees Association and its Lakeside/Old River Chapter 730.

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

- (8) Approval of Proposed Revised Salary Schedules for Supervisory/Confidential Positions
Job Titles: MOT Director, Business Manager, Administrative Assistant, District Clerk, Pool Manager.

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

- (9) Discussion and Approval of Amendment to Contract of Employment: District Superintendent. Modify Salary Schedule.

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

11. REPORTS AND CORRESPONDENCE

- A. Enrollment Lakeside 877 Suburu 831 Total 1708
- 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 Report

12. 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.*

13. ADVANCE PLANNING

A. Future Meeting Dates

(1) Regular Board Meeting – June 10, 2025 at 6:30 p.m. in the Lakeside School Auditorium.

(2) Special Board Meeting – June 17, 2025 at 6:30 p.m. in the Lakeside School Auditorium.

14. ADJOURNMENT

Time: _____

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

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

LAKESIDE UNION SCHOOL DISTRICT
BOARD OF TRUSTEES
REGULAR BOARD MEETING
MINUTES

Lakeside School Auditorium
14535 Old River Road
Bakersfield, CA 93311

April 8, 2025
6:30 P.M.

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

BOARD MEMBERS ABSENT:

OTHERS PRESENT: See Attached

1. Call to Order, Flag Salute The regular meeting convened at 6:30 p.m.
2. Presentation of ELD.Rtl by Judy Bonilla
3. Consent Calendar Approval of Consent Agenda. Motion by Trustee Buoni, seconded by Trustee Banducci. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
By this action the Board:
 - A. Approved minutes of Regular Meeting of March 11, 2025.
 - B. Approved March End of Month Payroll and April Mid Month Payroll.
 - C. Approved Batch #15
4. Hearing of Staff and/or Citizens None
5. Closed Session.
 - A. Conference with Labor Negotiators (G.C. 54957.6)
 - Employee Organizations: LTA and CSEA, Classified Management
 - Labor Negotiators: Ty Bryson
6. Open Session
7. Report of Closes Session None.
8. Discussion or Action Items
 - A. General Control
 - (1) Report on Williams Settlement Complaints. None

- (2) Discussion and Approval of Student Attendance Calendar for 2025-2026 School Year. Motion by Trustee Jones, seconded by Trustee Buoni. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (3) Approval of Lakeside School Single Plan for Student Achievement. Motion by Trustee Buoni, Trustee Banducci, seconded by Trustee Jones. Approved – Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (4) Approval of Donald E. Suburu School Single Plan for Student Achievement. Motion by Trustee Buoni, seconded by Trustee Jones. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (5) Approval of MOU between Lakeside Union School District and Concordia University Irvine. Motion by Trustee Banducci, seconded by Trustee Jones. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.

B. Budget and Finance

- (1) Approval of Estimate from Advance Communications & Consulting, Inc. for Lakeside School – Building Pathways. Motion by Trustee Buoni, seconded by Trustee Jones. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (2) Approval of Independent Contractor Agreement Between Boys and Girls Club of Kern County and Lakeside Union School District for the 2025 Summer. Motion by Trustee Jones, seconded by Trustee Buoni. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (3) Approval of Estimate from Advance Communications & Consulting, Inc. for Suburu School – Suburu Pathway from Lounge to Building 809. Motion by Trustee Banducci, seconded by Trustee Jones. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (4) Approval of Agreement #26-225660 – Professional Development between KCSOS and Lakeside Union School District. Motion by Trustee Buoni, seconded by Trustee Jones. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (5) Approval of AVID Center Quote for Lakeside School. Motion by Trustee Jones, seconded by Trustee Buoni. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (6) Approval of LEA Medi-Cal Direct Billing Program OptiServices Contract Between Medical Billing Technologies, Inc. and Lakeside Union School District. Motion by Trustee Jones, seconded by Trustee Buoni. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.

- (0) Approval of Independent Educational Evaluator Agreement Between Lakeside Union School District and Learning Dynamics, Inc. Motion by Trustee Banducci, seconded by Trustee Buoni. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.

C. Personnel

- (1) Approval to Hire Megan Ransick on a Provisional Internship Permit (PIP) as a Mild/Moderate Special Education Teacher at Lakeside School. Motion by Trustee Buoni, seconded by Trustee Jones. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (2) Approval to Hire Nancy Licon, 4 Hour Supervision Aide at Lakeside. Motion by Trustee Jones, seconded by Trustee Banducci. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (3) Approval to Hire Vilma Pineda on a Provisional Internship Permit (PIP) as a Transitional Kindergarten Teacher at Suburu. Motion by Trustee Jones, seconded by Trustee Buoni. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (4) Approval to Hire Ashley Piano, Multiple Subject Teacher at Suburu. Motion by Trustee Buoni, seconded by Trustee Banducci. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (5) Approval to Hire Eric Rodriguez, Maintenance I at Suburu. Motion by Trustee Jones, seconded by Trustee Banducci. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (6) Approval to Hire Jamie Benson on a Provisional Internship Permit (PIP), Multiple Subject Teacher at Suburu. Motion by Trustee Buoni, seconded by Trustee Banducci. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (7) Approval to Hire Amanda Torres on a Short Term Staff Permit (STSP), as a Mild/Moderate Special Education Teacher at Suburu. Motion by Trustee Banducci, seconded by Trustee Jones. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.
- (8) Approval of Proposed Revised Salary Schedules for Supervisory/Confidential Positions Job Titles: MOT Director, Business Manager, Administrative Assistant, District Clerk, Pool Manager. Motion by Trustee Jones to table this item, seconded by Trustee Buoni. Approved – Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 0.

9. Reports and Correspondence

A.	Enrollment	Lakeside 879	Suburu 830	Total 1709
B.	CSEA – None			

- C. CTA – None
- D. Correspondence – None.
- E. Board Members Reports – None.
- F. Superintendent Report – Mr. Bryson reported construction is still moving forward, we do have a big hole where the TK/K buildings will be going. The music/health room is almost complete. The architects submitted plans for modular buildings and we will be getting portable buildings so they are having to resubmit the plans. TK/K buildings are still on schedule at both sites. Mr. Bryson and Mr. Elcano attended the KIDS meeting to support Ms. Hudson who was asked to be a presenter to share what has been working for our district.

10. Items Not on The Agenda

11. Advance Planning

A. Future Meeting Dates

- (1) Regular Board Meeting at Lakeside School Auditorium at 6:30 p.m. on May 13, 2025.

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

The meeting was adjourned at 7:31 p.m.

Secretary to the Board

Vendor/Addr Req Reference	Remit name Date	Description	Tax ID num	Deposit type FD-RESC-Y-OBJT	ABA num SO-GOAL-FUNC-STE-T2-TY3-TYP4	Account num T9MPS	EE	ES	E-Term Liq Amt	E-ExtRef Net Amount
000473/00	A-1 BATTERY CO.		000000000							
PV-250572	04/28/2025	102486		01-8150-0-4300.00-0000-8100-000-00-000-0000	NN					114.85 114.85
002365/00	ADVANCED DATA STORAGE									
PV-250574	04/28/2025	0204310		01-0000-0-5800.00-0000-2700-002-00-000-0000	NN					35.65 55.64 91.29
PV-250574	04/28/2025	0204079		01-0000-0-5800.00-0000-2700-001-00-000-0000	NN					
001853/00	AMAZON CAPITAL SERVICES									
PV-250575	04/28/2025	45073927		01-6300-0-4300.00-1110-1000-001-00-000-0000	NN					294.62 1,595.92 1,890.54
PV-250575	04/28/2025	45091134		01-6300-0-4300.00-1110-1000-002-00-000-0000	NN					
002600/00	AMERICAN SAFETY SERVICES									
PV-250626	05/06/2025	324739 S		01-8150-0-4300.00-0000-8100-000-00-000-0000	NN					69.71 22.15 209.14 301.00
PV-250626	05/06/2025	324924 S		01-8150-0-4300.00-0000-8100-000-00-000-0000	NN					
PV-250626	05/06/2025	325087 S		01-8150-0-4300.00-0000-8100-000-00-000-0000	NN					
000340/00	AT&T									
PV-250577	04/28/2025	23281190		01-0000-0-5900.00-0000-7200-000-00-000-0000	NN					60.37 60.37 196.11 733.54 2.89 1,053.28
PV-250577	04/28/2025	23281189		01-0000-0-5900.00-0000-7200-000-00-000-0000	NN					
PV-250577	04/28/2025	23281192		01-0000-0-5900.00-0000-7200-000-00-000-0000	NN					
PV-250577	04/28/2025	23281242		01-0000-0-5900.00-0000-7200-000-00-000-0000	NN					
PV-250577	04/28/2025	23230031		01-0000-0-5900.00-0000-7200-000-00-000-0000	NN					
201800/00	AT&T ETHERNET									
PV-250576	04/28/2025	ETHERNET		01-0000-0-5900.00-0000-7200-000-00-000-0000	NN					266.40 266.40

Vendor/Addr	Remit name	Description	Tax ID num	Deposit type	ABA num	Account num	EE	ES	E-Term	E-ExtRef
Req Reference	Date			FD-RESC-Y-OBJT	SO-GOAL-FUNC-STE-T2-TY3-TYP4	T9MPS	Liq Amt			Net Amount

002628/00	BAKERSFIELD PLUMBING									
PV-250578	04/28/2025	1004176		01-0000-0-5800	00-0000-8100-002-00-000-0000	NN				821.10
PV-250578	04/28/2025	1004458		01-0000-0-5800	00-0000-8100-002-00-000-0000	NN				525.93
				TOTAL PAYMENT AMOUNT	1,347.03 *					1,347.03

002505/00	BOYS & GIRLS CLUB									
PV-250579	04/28/2025	4LELOP2425		01-2600-0-5800	00-1110-1000-000-000-0000	NN				206,250.00
PV-250579	04/28/2025	1LSB2425		01-2600-0-5800	00-1110-1000-000-000-0000	NN				20,000.00
PV-250579	04/28/2025	3LELOP2425		01-2600-0-5800	00-1110-1000-000-000-0000	NN				206,250.00
				TOTAL PAYMENT AMOUNT	432,500.00 *					432,500.00

002538/00	BRADY INDUSTRIES									
PV-250580	04/28/2025	10011391		01-8150-0-4300	00-0000-8100-000-000-0000	NN				2,659.37
PV-250580	04/28/2025	9968740		01-8150-0-4300	00-0000-8100-000-000-0000	NN				14.03
PV-250580	04/28/2025	9943235		01-8150-0-4300	00-0000-8100-000-000-0000	NN				7,037.63
PV-250580	04/28/2025	9943236		01-8150-0-4300	00-0000-8100-000-000-0000	NN				83.70
PV-250580	04/28/2025	9911636		01-8150-0-4300	00-0000-8100-000-000-0000	NN				465.82
PV-250580	04/28/2025	9917521		01-8150-0-4300	00-0000-8100-000-000-0000	NN				182.29
PV-250580	04/28/2025	9948064		01-8150-0-4300	00-0000-8100-000-000-0000	NN				13.67
				TOTAL PAYMENT AMOUNT	10,456.51 *					10,456.51

000366/00	BUCK'S LANDSCAPE MATERIALS									
PV-250581	04/28/2025	900019188		01-0000-0-5800	00-0000-8100-001-00-000-0000	NN				1,850.43
PV-250581	04/28/2025	900019134		01-0000-0-5800	00-0000-8100-001-00-000-0000	NN				973.93
				TOTAL PAYMENT AMOUNT	2,824.36 *					2,824.36

000132/00	CALIFORNIA WATER SERVICE									
PV-250582	04/29/2025	WATER		01-0000-0-5500	00-0000-8100-002-00-000-0000	NN				7.56
				TOTAL PAYMENT AMOUNT	7.56 *					7.56

000381/00	CHAMPION HARDWARE									
PV-250583	04/29/2025	162083		01-0000-0-5800	00-0000-8100-002-00-000-0000	NN				1,173.73
PV-250583	04/29/2025	162103		01-0000-0-5800	00-0000-8100-001-00-000-0000	NN				502.58
PV-250583	04/29/2025	162177		01-0000-0-5800	00-0000-8100-001-00-000-0000	NN				1,055.84
PV-250583	04/29/2025	162118		01-0000-0-5800	00-0000-8100-001-00-000-0000	NN				159.64
PV-250583	04/29/2025	162110		01-0000-0-5800	00-0000-8100-001-00-000-0000	NN				3,293.67

ACCOUNTS PAYABLE PRELIST
BATCH: 0016 PAYMENTS
FUND : 01 GENERAL FUNDAPY500 L.00.23 05/08/25 11:24 PAGE 3
<< Open >>

Vendor/Addr	Remit name	Reg Reference	Date	Description	Tax ID num	Deposit type	FD-RESC-Y-OBJT	SO-GOAL-FUNC	ABA num	Account num	EE ES	E-Term	E-ExtRef
											Liq Amt	Net Amount	

TOTAL PAYMENT AMOUNT 6,185.46 * 6,185.46

002205/00 CINTAS CORPORATION

99 EFT

PV-250584	04/29/2025	4229327905				01-8150-0-4300	00-0000-8100	000-000-0000	NN				63.08
PV-250584	04/29/2025	4229331859				01-8150-0-4300	00-0000-8100	000-000-0000	NN				290.36
PV-250584	04/29/2025	4226380686				01-8150-0-4300	00-0000-8100	000-000-0000	NN				97.88
PV-250584	04/29/2025	4226384791				01-8150-0-4300	00-0000-8100	000-000-0000	NN				165.80
PV-250584	04/29/2025	4225644515				01-8150-0-4300	00-0000-8100	000-000-0000	NN				97.88
PV-250584	04/29/2025	4225649226				01-8150-0-4300	00-0000-8100	000-000-0000	NN				165.80
PV-250584	04/29/2025	4227859061				01-8150-0-4300	00-0000-8100	000-000-0000	NN				97.88
PV-250584	04/29/2025	4227862968				01-8150-0-4300	00-0000-8100	000-000-0000	NN				238.88
PV-250584	04/29/2025	4227127098				01-8150-0-4300	00-0000-8100	000-000-0000	NN				97.88
PV-250584	04/29/2025	4227131042				01-8150-0-4300	00-0000-8100	000-000-0000	NN				184.98
PV-250584	04/29/2025	4228600158				01-8150-0-4300	00-0000-8100	000-000-0000	NN				63.08
PV-250584	04/29/2025	4228603833				01-8150-0-4300	00-0000-8100	000-000-0000	NN				238.88
TOTAL PAYMENT AMOUNT 1,802.38 *													

002633/00 CIRCLE M TRUCK REPAIR

PV-250585 04/29/2025 30359

TOTAL PAYMENT AMOUNT 905.63 * 905.63

000385/00 CITY OF BAKERSFIELD

PV-250586 04/29/2025 TRASH/SEWER
PV-250586 04/29/2025 TRASH/SEWER
PV-250586 04/29/2025 245049

TOTAL PAYMENT AMOUNT 3,736.50 * 3,736.50

002447/00 COMPREHENSIVE DRUG TESTING

PV-250588 04/29/2025 61129

TOTAL PAYMENT AMOUNT 240.00 * 240.00

002638/00 CTI GROUP

PV-250623 05/05/2025 1114
PV-250623 05/05/2025 1114

TOTAL PAYMENT AMOUNT 2,160.88 * 2,160.88

Open

Vendor/Addr	Remit name	Req Reference	Date	Description	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
						FD-RESC-Y-OBJT	SO-GOAL-FUNC	STF-T2-TY3-TYP4	T9MPS	Liq Amt	Net Amount
000307/00	DEPARTMENT OF JUSTICE				000000000						

EE	ES	E-Term	E-ExtRef
		Liq Amt	Net Amount

Account num
-T2-TY3-TYP4 T9MPS

LD num	Deposit type	AB
FD-RESC-Y-OBJT.SO-GOAL-		

PV-250589	04/29/2025	807399	01-0000-0-5800.00-0000-7200-000-00-000-0000	NN
			TOTAL PAYMENT AMOUNT	130.00 *
				130.00
				130.00

002153/00	EAI EDUCATION
250069 PO-250069	05/06/2025 INV1414343
1	01-3010-0-4300.00-1110-1000-001-00-0000 NN F
TOTAL	PAYMENT AMOUNT 7,239.36
	6,687.63 *
	6,687.63

002523/00	EDUTECH GROUP	0000000000	
PV-250590	04/29/2025	1158	
		01-0000-0-5800.00-0000-7200-000-00-0000-0000	NN
		TOTAL PAYMENT AMOUNT	33,867.00 *
			33,867.00
			33,867.00

001104/00	ELAN FINANCIAL SERVICES	0000000000	
PV-250591	04/29/2025	LCAP G2 A2	
PV-250591	04/29/2025	CONFERENCE TRAVEL	01-0000-0-4300.00-1110-1000-000-00-122-0000 NN
PV-250591	04/29/2025	ADOBE, ZOOM, FEES	01-0000-0-5200.00-0000-7200-000-00-000-0000 NN
PV-250591	04/29/2025	SUPPLIES	01-0000-0-5800.00-0000-7200-000-00-000-0000 NN
			01-6500-0-4300.00-5770-3120-000-00-000-0000 NN
			TOTAL PAYMENT AMOUNT
			3,958.94 *
			2,539.05
			39.72
			424.23
			955.94
			3,958.94

PV-250591	04/29/2025	LCAP G2 A2	01-0000-0-4300.00-1110-1000-000-00-122-0000	NN	2,539.05
PV-250591	04/29/2025	CONFERENCE TRAVEL	01-0000-0-5200.00-0000-7200-000-00-000-0000	NN	39.72
PV-250591	04/29/2025	ADOBE, ZOOM, FEES	01-0000-0-5800.00-0000-7200-000-00-000-0000	NN	424.23
PV-250591	04/29/2025	SUPPLIES	01-6500-0-4300.00-5770-3120-000-00-000-0000	NN	955.94
TOTAL PAYMENT AMOUNT				3,958.94 *	3,958.94

PV-250591	04/29/2025	CONFERENCE TRAVEL	01-0000-0-4300.00-1110-1000-000-00-122-0000	NN	2,539.05
PV-250591	04/29/2025	ADOBE, ZOOM, FEES	01-0000-0-5200.00-0000-7200-000-00-000-0000	NN	39.72
PV-250591	04/29/2025	SUPPLIES	01-0000-0-5800.00-0000-7200-000-00-000-0000	NN	424.23
			01-6500-0-4300.00-5770-3120-000-00-000-0000	NN	955.94
		TOTAL PAYMENT AMOUNT		3,958.94 *	3,958.94

PV-250591	04/29/2025	ADOBE, ZOOM, FEES	01-0000-0-5200.00-0000-7200-0000-00-0000-0000	NN	39.72
PV-250591	04/29/2025	SUPPLIES	01-0000-0-5800.00-0000-7200-0000-00-0000-0000	NN	424.23
			01-6500-0-4300.00-5770-3120-0000-00-0000-0000	NN	955.94
		TOTAL PAYMENT AMOUNT		3,958.94 *	3,958.94

TOTAL PAYMENT AMOUNT	3,958.94 *
TOTAL PAYMENT AMOUNT	3,958.94 NN

001178/00	EWING IRRIGATION PRODUCTS, INC	0000000000	99	EFT	
PV-250592	04/29/2025	ORDER #019538802			
PV-250592	04/29/2025	25592892		01-8150-0-4300.00-0000-8100-000-000-0000	NN
PV-250592	04/29/2025	25535245		01-8150-0-4300.00-0000-8100-000-000-0000	NN
PV-250592	04/29/2025	25535245		01-8150-0-4300.00-0000-8100-000-000-0000	NN
				TOTAL	
				PAYMENT AMOUNT	
				683.40	*
					42.73
					508.18
					132.49
					682.40

PV-250592	04/29/2025	ORDER #019538802	01-8150-0-4300.00-0000-8100-00-00-00-0000	NN	42.73
PV-250592	04/29/2025	25592892	01-8150-0-4300.00-0000-8100-00-00-00-0000	NN	508.18
PV-250592	04/29/2025	25535245	01-8150-0-4300.00-0000-8100-00-00-00-0000	NN	132.49
TOTAL PAYMENT AMOUNT				683.40 *	683.40

[illegible]

	132.40
	683.40
TOTAL PAYMENT AMOUNT	683.40 *
TOTAL PAYMENT	NN

001026/00	FERGUSON ENTERPRISES	000000000				
PV-250594	04/29/2025	SC656506	01-8150-0-4300	00-0000-8100-000-00-000-0000	NN	5.44
PV-250594	04/29/2025	SC655323	01-8150-0-4300	00-0000-8100-000-00-000-0000	NN	5.76
PV-250594	04/29/2025	5865601	01-8150-0-4300	00-0000-8100-000-00-000-0000	NN	746.93
TOTAL PAYMENT AMOUNT					758.13 *	758.13

PV-250594	04/29/2025	SC656506	01-8150-0-4300.00-0000-8100-000-00-000-0000	NN	5.44
PV-250594	04/29/2025	SC655323	01-8150-0-4300.00-0000-8100-000-00-000-0000	NN	5.76
PV-250594	04/29/2025	5865601	01-8150-0-4300.00-0000-8100-000-00-000-0000	NN	746.93
TOTAL PAYMENT AMOUNT				758.13 *	758.13

[illegible]

PV-250594	04/29/2025	5865601
TOTAL PAYMENT AMOUNT		
		758.13 *
01-8150-0-4300.00-0000-8100-000-00-000-0000 NN		
5.77		
746.93		
758.13		

040 LAKESIDE UNION ELEMENTARY	J69050	ACCOUNTS PAYABLE PRELIST	APY500	L.00.23	05/08/25	11:24	PAGE	5
		BATCH: 0016 PAYMENTS	<<	Open	>>			
		FUND : 01	GENERAL FUND					
Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Req Reference	Date	Description	FD-RESC-Y-OBJT	SO-GOAL-FUNC-STE-T2-TY3-TYP4	T9MPS	Liq Amt	Net Amount	
001238/00	GALVAN TIRE SERVICE							
	PV-250595	04/29/2025	38465					
				01-0000-0-5800.00-0000-3600-000-00-000-0000	NN			680.25
				TOTAL PAYMENT AMOUNT		680.25 *		680.25
002485/00	GO TO COMMUNICATIONS							
	PV-250597	04/30/2025	IN7103822669					
	PV-250597	04/30/2025	IN7103734065					
				01-0000-0-5900.00-0000-7200-000-00-000-0000	NN			3,162.25
				TOTAL PAYMENT AMOUNT		6,313.16 *		3,150.91
								6,313.16
001607/00	GOLDEN EMPIRE FLEET SERVICE							
	PV-250596	04/29/2025	89589					
	PV-250596	04/29/2025	89612					
	PV-250596	04/29/2025	89602					
	PV-250596	04/29/2025	88901					
	PV-250596	04/29/2025	89603					
	PV-250596	04/29/2025	89590					
	PV-250596	04/29/2025	89606					
	PV-250596	04/29/2025	89558					
	PV-250596	04/29/2025	89559					
	PV-250596	04/29/2025	89088					
	PV-250596	04/29/2025	89361					
	PV-250596	04/29/2025	89268					
	PV-250596	04/29/2025	89458					
	PV-250596	04/29/2025	89459					
	PV-250596	04/29/2025	89373					
				01-0000-0-5800.00-0000-3600-000-00-000-0000	NN			1,288.40
				01-0000-0-5800.00-0000-3600-000-00-000-0000	NN			757.39
				01-0000-0-5800.00-0000-3600-000-00-000-0000	NN			3,517.05
				01-0000-0-5800.00-0000-3600-000-00-000-0000	NN			18,919.93
				01-0000-0-5800.00-0000-3600-000-00-000-0000	NN			2,650.47
				01-0000-0-5800.00-0000-3600-000-00-000-0000	NN			1,028.74
				01-0000-0-5800.00-0000-3600-000-00-000-0000	NN			243.12
				01-0000-0-5800.00-0000-3600-000-00-000-0000	NN			780.50
				01-0000-0-5800.00-0000-3600-000-00-000-0000	NN			586.43
				01-0000-0-5800.00-0000-3600-000-00-000-0000	NN			2,708.63
				01-0000-0-5800.00-0000-3600-000-00-000-0000	NN			645.97
				01-0000-0-5800.00-0000-3600-000-00-000-0000	NN			1,125.12
				01-0000-0-5800.00-0000-3600-000-00-000-0000	NN			970.42
				01-0000-0-5800.00-0000-3600-000-00-000-0000	NN			388.42
				01-0000-0-5800.00-0000-3600-000-00-000-0000	NN			529.20
				TOTAL PAYMENT AMOUNT		36,139.79 *		36,139.79
000515/00	GOPHER SPORT							
				01-3010-0-4300.00-1110-1000-001-00-000-0000	NN			6,739.63
				01-3010-0-4300.00-1110-1000-001-00-000-0000	NN			1,849.84
				TOTAL PAYMENT AMOUNT		8,589.47 *		8,589.47
001038/00	GORDON SERVICES							
	PV-250624	05/05/2025	6235					
				01-0000-0-5800.00-0000-2700-002-00-000-0000	NN			1,793.61
				TOTAL PAYMENT AMOUNT		1,793.61 *		1,793.61

BATCH: 0016 PAYMENTS
FUND : 01 GENERAL FUND
APY500 L.O. << Open >>

FUND	: 01	GENERAL FUND
100	100	100
200	200	200
300	300	300
400	400	400
500	500	500
600	600	600
700	700	700
800	800	800
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1000	1000	1000
1100	1100	1100
1200	1200	1200
1300	1300	1300
1400	1400	1400
1500	1500	1500
1600	1600	1600
1700	1700	1700
1800	1800	1800
1900	1900	1900
2000	2000	2000
2100	2100	2100
2200	2200	2200
2300	2300	2300
2400	2400	2400
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3100	3100	3100
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3300	3300	3300
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3500	3500	3500
3600	3600	3600
3700	3700	3700
3800	3800	3800
3900	3900	3900
4000	4000	4000
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4200	4200	4200
4300	4300	4300
4400	4400	4400
4500	4500	4500
4600	4600	4600
4700	4700	4700
4800	4800	4800
4900	4900	4900
5000	5000	5000
5100	5100	5100
5200	5200	5200
5300	5300	5300
5400	5400	5400
5500	5500	5500
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5700	5700	5700
5800	5800	5800
5900	5900	5900
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6100	6100	6100
6200	6200	6200
6300	6300	6300
6400	6400	6400
6500	6500	6500
6600	6600	6600
6700	6700	6700
6800	6800	6800
6900	6900	6900
7000	7000	7000
7100	7100	7100
7200	7200	7200
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7400	7400	7400
7500	7500	7500
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8200	8200	8200
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8800	8800	8800
8900	8900	8900
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9100	9100	9100
9200	9200	9200
9300	9300	9300
9400	9400	9400
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9600	9600	9600
9700	9700	9700
9800	9800	9800
9900	9900	9900
10000	10000	10000

[illegible]

RE	ES	E-Term	E-ExtRef
	Liq	Amt	Net Amount

[illegible]

PV-250598	04/30/2025	9476127882	01-8150-0-4300.00-0000-8100-000-00-000-0000	NN	27.67
			TOTAL PAYMENT AMOUNT	27.67 *	27.67

000140/00	GRAYBAR		0000000000	
PV-250599	04/30/2025	9341853133		
PV-250599	04/30/2025	9341381564		
			01-8150-0-4300.00-00000-8100-000-00-0000 NN	176.88
			01-8150-0-4300.00-00000-8100-000-00-0000 NN	332.19
			TOTAL PAYMENT AMOUNT	509.07 *
				176.88
				332.19
				509.07

PV-250599	04/30/2025	9341853133	01-8150-0-4300.00-0000-8100-000-00-0000-0000	NN	176.88
PV-250599	04/30/2025	9341381564	01-8150-0-4300.00-0000-8100-000-00-0000-0000	NN	332.19
TOTAL PAYMENT AMOUNT				509.07 *	509.07

01-8150-0-4300.00-0000-8100-000-00-000-0000	NN	176.88
01-8150-0-4300.00-0000-8100-000-00-000-0000	NN	332.19
TOTAL PAYMENT AMOUNT		509.07 *
		509.07

TOTAL PAYMENT AMOUNT	509.07 *	509.07
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002422/00 HEATHER SARTI 604480504

PV-250600	04/30/2025	DEC, JAN, FEB, MARCH	MILEAGE	01-0000-0-5200.00-0000-2700-002-00-0000	NN	124.25
			TOTAL	PAYMENT	AMOUNT	124.25 *

01-0000-0-5200-00-0000-2700-002-00-000-0000 NN	124.25
TOTAL PAYMENT AMOUNT	124.25 *
	124.25

000320/00 HOME DEPOT CREDIT SERVICES 0000000000

PV-250601	04/30/2025	MAINT. SUPPLIES	01-8150-0-4300.00-0000-8100-000-00-0000	NY	6,900.28
			TOTAL PAYMENT AMOUNT		6,900.28 *

01-0150-0-#300.00-0000-8100-00-000-0000 NY	6,900.28
TOTAL PAYMENT AMOUNT	6,900.28 *
	6,900.28

000174/00 IMAGE 2000 99 EFTT

PV-250602	04/30/2025	768217	01-0000-0-4300.00-1110-1000-001-00-000-0000	NN	386.45
PV-250602	04/30/2025	762681	01-0000-0-4300.00-1110-1000-002-00-000-0000	NN	742.66
TOTAL PAYMENT AMOUNT				1,129.11 *	1,129.11

EV-250602	04/30/2025	762681	01-0000-0-4300.00-1110-1000-001-00-000-0000	NN	386.45
EV-250602	04/30/2025	768411	01-0000-0-4300.00-1110-1000-002-00-000-0000	NN	742.66
TOTAL PAYMENT AMOUNT					1,129.11
				1,129.11 *	

01 0000 0-4300 00-1110-1000-0000-0000 NN	742.66
TOTAL PAYMENT AMOUNT	1,129.11 *

002476/00
ISAAC MEZA

PV-250603	04/30/2025	APRIL	MILEAGE	01-6762-0-5200.00-1110-1000-000-00-0000-0000	NN	131.04
PV-250603	04/30/2025	MARCH	MILEAGE	01-6762-0-5200.00-1110-1000-000-00-0000-0000	NN	201.60
TOTAL PAYMENT AMOUNT					332.64 *	332.64

PV-250603	04/30/2025	MARCH	01-6762-0-5200.00-1110-1000-000-00-0000-0000	NN	131.04
PV-250603	04/30/2025	APRIL	01-6762-0-5200.00-1110-1000-000-00-0000-0000	NN	201.60
PV-250603	04/30/2025	MARCH	01-6762-0-5200.00-1110-1000-000-00-0000-0000	NN	332.64
TOTAL PAYMENT AMOUNT					332.64 *

VI-6762-0-3200-00-1110-1000-000-0000 NN	201.60
TOTAL PAYMENT AMOUNT	332.64
TOTAL PAYMENT AMOUNT	332.64 *

002272/00
KERN COUNTY SCIENCE FOUNDATION

PV-250604	04/30/2025	SCIENCE FAIR	01-0000-0-5300.00-1110-1000-002-00-000-0000	NN	45.00
			TOTAL PAYMENT AMOUNT	45.00 *	45.00

01-0000-0-5300.00-1110-1000-002-00-000-0000	NN	45.00
TOTAL PAYMENT AMOUNT	45.00 *	45.00

Vendor/Addr	Remit name	Req Reference	Date	Description	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
000094/00	KERN COUNTY SUPT OF SCHOOLS					FD-RESC-Y-OBJT.S0-GOAL-FUNC-STE-T2-TY3-TYP4		T9MPS	Liq Amt	Net Amount	
		PV-250605	05/01/2025	503558		01-0000-0-5800.00-0000-3600-000-000-0000	NN				4,314.75
		PV-250605	05/01/2025	503456		01-0000-0-5200.00-0000-2700-001-00-000-0000	NN				390.00
		PV-250605	05/01/2025	503084		01-0000-0-5800.00-0000-3600-000-000-0000	NN				2,982.25
						TOTAL PAYMENT AMOUNT		7,687.00 *			7,687.00
001990/00	LINGER PETERSON & SHRUM										
		PV-250640	05/07/2025	21698		01-0000-0-5800.00-0000-7100-000-00-000-0000	NN				1,900.00
						TOTAL PAYMENT AMOUNT		1,900.00 *			1,900.00
000660/00	M&S SECURITY SERVICES										
		PV-250608	05/01/2025	121004		01-0000-0-5800.00-0000-8100-001-00-000-0000	NN				255.31
		PV-250608	05/01/2025	120965		01-0000-0-5800.00-0000-8100-001-00-000-0000	NN				120.00
		PV-250608	05/01/2025	120940		01-0000-0-5800.00-0000-8100-002-00-000-0000	NN				40.00
						TOTAL PAYMENT AMOUNT		415.31 *			415.31
002496/00	MARENEM										
		250068	PO-250068	05/01/2025	18172	1 01-3010-0-4300.00-1110-1000-001-00-000-0000	NN F			384.61	355.30
						TOTAL PAYMENT AMOUNT		355.30 *			355.30
000115/00	MCMOR CHLORINATION										
		PV-250607	05/01/2025	26064		01-0000-0-5800.00-0000-8100-001-00-000-0000	NN				836.20
		PV-250607	05/01/2025	26650		01-0000-0-5800.00-0000-8100-001-00-000-0000	NN				954.95
						TOTAL PAYMENT AMOUNT		1,791.15 *			1,791.15
800725/00	Napa Auto & Truck Parts/Orange										
		PV-250609	05/01/2025	27006		01-0000-0-4300.00-0000-8100-000-00-000-0000	NN				48.23
		PV-250609	05/01/2025	26054		01-0000-0-4300.00-0000-3600-000-00-000-0000	NN				9.73
		PV-250609	05/01/2025	26075		01-0000-0-4300.00-0000-3600-000-00-000-0000	NN				37.95
		PV-250609	05/01/2025	26255		01-0000-0-4300.00-0000-3600-000-00-000-0000	NN				3.65
		PV-250609	05/01/2025	26454		01-0000-0-4300.00-0000-8100-000-00-000-0000	NN				1,384.69
		PV-250609	05/01/2025	26464		01-0000-0-4300.00-0000-3600-000-00-000-0000	NN				21.37
		PV-250609	05/01/2025	26471		01-0000-0-4300.00-0000-3600-000-00-000-0000	NN				283.84
		PV-250609	05/01/2025	26503		01-0000-0-4300.00-0000-3600-000-00-000-0000	NN				63.91
		PV-250609	05/01/2025	26905		01-0000-0-4300.00-0000-3600-000-00-000-0000	NN				23.37
		PV-250609	05/01/2025	SVC 22825		01-0000-0-4300.00-0000-8100-000-00-000-0000	NN				10.26

Vendor/Addr	Remit name	Req Reference	Date	Description	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
						FD-RESC-Y-OBJT	SO-GOAL-FUNC	STE-T2-TYP4	T9MPS	Liq Amt	Net Amount

					TOTAL PAYMENT AMOUNT	1,887.00 *	1,887.00
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800964/00 OFFICE DEPOT

PV-250641 05/07/2025 421182660001

0000000000

					TOTAL PAYMENT AMOUNT	142.42 *	142.42
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000061/00 P G & E

PV-250612 05/01/2025 LAKESIDE GAS
PV-250612 05/01/2025 LAKESIDE POWER
PV-250612 05/01/2025 LAKESIDE GAS
PV-250612 05/01/2025 SUBURU POWER
PV-250612 05/01/2025 LAKESIDE POWER
PV-250612 05/01/2025 SUBURU GAS

0000000000

					TOTAL PAYMENT AMOUNT	51,113.54 *	51,113.54
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002618/00 PARENT PROJECT

250066 PO-250066 05/07/2025 1943-3339

					TOTAL PAYMENT AMOUNT	1,578.88 *	1,578.88
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002169/00 PEST BUSTER

PV-250611 05/01/2025 15748
PV-250611 05/01/2025 15773
PV-250611 05/01/2025 15827

					TOTAL PAYMENT AMOUNT	1,900.00 *	1,900.00
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000164/00 PITNEY BOWES

PV-250613 05/01/2025 3107188366

0000000000

					TOTAL PAYMENT AMOUNT	314.26 *	314.26
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000463/00 PITNEY BOWES - PURCHASE POWER

PV-250614 05/01/2025 POSTAGE

					TOTAL PAYMENT AMOUNT	1,018.97 *	1,018.97
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ACCOUNTS PAYABLE PRELIST

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BATCH: 0016 PAYMENTS
FUND : 01

GENERAL FUND

Vendor/Addr	Remit name	Description	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Req Reference	Date			FD-RESC-Y-OBJT	SO-GOAL-FUNC	STE-T2-TYP4	T9MPS	Liq Amt	Net Amount
002160/00	PLC HEATING & AIR								
PV-250615	05/01/2025	I250428844		01-0000-0-5800.00-0000-8100-001-00-000-0000	NN				180.00
PV-250615	05/01/2025	I250428845		01-0000-0-5800.00-0000-8100-001-00-000-0000	NN				372.00
PV-250615	05/01/2025	I250327746		01-0000-0-5800.00-0000-8100-001-00-000-0000	NN				180.00
PV-250615	05/01/2025	I250327745		01-0000-0-5800.00-0000-8100-002-00-000-0000	NN				240.00
PV-250615	05/01/2025	I250321730		01-0000-0-5800.00-0000-8100-001-00-000-0000	NN				240.00
PV-250615	05/01/2025	I250327756		01-0000-0-5800.00-0000-8100-001-00-000-0000	NN				709.78
PV-250615	05/01/2025	I250402781		01-0000-0-5800.00-0000-8100-001-00-000-0000	NN				180.00
				TOTAL PAYMENT AMOUNT		2,101.78 *			2,101.78
000173/00	PRICE DISPOSAL INC.								
				000000000					
PV-250616	05/01/2025	N4855204858		01-8150-0-5500.00-0000-8100-000-00-000-0000	NN				4,594.48
				TOTAL PAYMENT AMOUNT		4,594.48 *			4,594.48
002199/00	PRIMO BRANDS								
				000000000					
PV-250618	05/01/2025	15C0030478424		01-0000-0-5800.00-1110-1000-001-00-000-0000	NN				1,133.76
				TOTAL PAYMENT AMOUNT		1,133.76 *			1,133.76
000191/00	RAYMOND'S TROPHY & AWARD								
				99 EFT					
PV-250617	05/01/2025	101831		01-0000-0-4300.00-1110-1000-001-00-000-0000	NN				66.47
				TOTAL PAYMENT AMOUNT		66.47 *			66.47
002353/00	SANDY MCMAHAN								
				585483377					
PV-250619	05/01/2025	SPEECH		01-6500-0-5800.00-5001-3150-000-00-000-0000	NN				64,289.75
				TOTAL PAYMENT AMOUNT		64,289.75 *			64,289.75
002544/00	SILVAS OIL COMPANY								
PV-250621	05/01/2025	587772		01-0000-0-5800.00-0000-3600-000-00-000-0000	NN				3,217.42
PV-250621	05/01/2025	588462		01-0000-0-5800.00-0000-3600-000-00-000-0000	NN				3,032.29
				TOTAL PAYMENT AMOUNT		6,249.71 *			6,249.71

Vendor/Addr	Remit name	Req Reference	Date	Description	Tax ID num	Deposit type	ABA num	Account num	EE	ES	E-Term	E-ExtRef
002566/00	SLATER PLUMBING					FD-RESC-Y-OBJT	SO-GOAL-FUNC-STE-T2-TY3-TYP4	T9MPS	Liq	ES	Li	Net Amount
PV-250622	05/01/2025	57705				01-0000-0-5800-00-0000-8100-002-00-000-0000	NN					2,937.49
PV-250622	05/01/2025	58241				01-0000-0-5800-00-0000-8100-002-00-000-0000	NN					1,386.10
PV-250622	05/01/2025	58271				01-0000-0-5800-00-0000-8100-001-00-000-0000	NN					1,450.00
PV-250622	05/01/2025	58751				01-0000-0-5800-00-0000-8100-001-00-000-0000	NN					1,935.00
PV-250622	05/01/2025	58950				01-0000-0-5800-00-0000-8100-001-00-000-0000	NN					850.00
PV-250622	05/01/2025	59026				01-0000-0-5800-00-0000-8100-002-00-000-0000	NN					2,879.56
PV-250622	05/01/2025	58797				01-0000-0-5800-00-0000-8100-001-00-000-0000	NN					750.00
						TOTAL PAYMENT AMOUNT	11,188.15 *					11,188.15
002437/00	STAPLES											
PV-250627	05/07/2025	SUMMARY #7004703993				01-3010-0-4300-00-1110-1000-001-00-000-0000	NN					767.60
PV-250627	05/07/2025	SUMMARY #7004806750				01-3010-0-4300-00-1110-1000-002-00-000-0000	NN					3,596.62
						TOTAL PAYMENT AMOUNT	4,364.22 *					4,364.22
001326/00	TAFT CITY SCHOOL DISTRICT				0000000000							
PV-250628	05/07/2025	319				01-0000-0-4300-00-1110-1000-000-00-121-0000	NN					312.22
PV-250628	05/07/2025	318				01-0000-0-4300-00-1110-1000-000-00-121-0000	NN					427.96
						TOTAL PAYMENT AMOUNT	740.18 *					740.18
800432/00	TEACHER CREATED MATERIALS				0000000000							
250070	PO-250070	05/06/2025	INV106072			1 01-3010-0-4300-00-1110-1000-001-00-000-0000	NN	F				29,620.16
						TOTAL PAYMENT AMOUNT	29,620.16 *					29,620.16
002586/00	TELESPEECH THERAPY, INC.											
PV-250629	05/07/2025	837				01-6500-0-5800-00-5001-3150-000-00-000-0000	NN					9,240.00
PV-250629	05/07/2025	837				01-0000-0-5800-00-5001-3150-000-00-134-0000	NN					9,240.00
						TOTAL PAYMENT AMOUNT	18,480.00 *					18,480.00
002560/00	TRISTIN CAMP											
PV-250630	05/07/2025	SUPPLIES FOR BBQ				01-0000-0-4300-00-0000-8100-001-00-000-0000	NN					31.36
PV-250630	05/07/2025	SUPPLIES FOR MAINT.				01-0000-0-4300-00-0000-8100-002-00-000-0000	NN					43.29
						TOTAL PAYMENT AMOUNT	74.65 *					74.65

040 LAKESIDE UNION ELEMENTARY J69050

ACCOUNTS PAYABLE PRELIST

BATCH: 0016 PAYMENTS APY500 L.00.23 05/08/25 11:24 PAGE 11
FUND : 01 << Open >>

GENERAL FUND

Vendor/Addr	Remit name	Req Reference	Date	Description	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
						FD-RESC-Y-OBJT	SO-GOAL-FUNC	STE-T2-TYP4	T9MPS	Liq Amt	Net Amount

000454/00 VERIZON WIRELESS

PV-250631 05/07/2025 6111487783

01-0000-0-5900.00-0000-7200-000-00-000-0000 NN											
TOTAL PAYMENT AMOUNT							488.88 *				488.88

002193/00 VERNON C. SORENSON MD

99 EFT

PV-250632 05/07/2025 00575626	01-0000-0-5800.00-0000-3600-000-00-000-0000 NN										45.00
PV-250632 05/07/2025 00575587	01-0000-0-5800.00-0000-3600-000-00-000-0000 NN										20.00
PV-250632 05/07/2025 00573131	01-0000-0-5800.00-0000-3600-000-00-000-0000 NN										40.00
PV-250632 05/07/2025 00573005	01-0000-0-5800.00-0000-3600-000-00-000-0000 NN										55.00
PV-250632 05/07/2025 00573373	01-0000-0-5800.00-0000-3600-000-00-000-0000 NN										75.00
PV-250632 05/07/2025 00573085	01-0000-0-5800.00-0000-3600-000-00-000-0000 NN										15.00
PV-250632 05/07/2025 00576863	01-0000-0-5800.00-0000-3600-000-00-000-0000 NN										40.00
PV-250632 05/07/2025 00576836	01-0000-0-5800.00-0000-3600-000-00-000-0000 NN										75.00
	TOTAL PAYMENT AMOUNT						365.00 *				365.00

002636/00 VERONICA MORALES

PV-250633 05/07/2025 MARCH MILEAGE

01-6500-0-5200.00-5770-1110-002-00-000-0000 NN											
TOTAL PAYMENT AMOUNT							452.20 *				452.20

002480/00 WELLS FARGO VENDOR FINANCIAL

PV-250635 05/07/2025 5033728807
PV-250635 05/07/2025 5034134082

01-0000-0-5600.00-0000-2700-002-00-000-0000 NN											828.12
01-0000-0-5600.00-0000-2700-001-00-000-0000 NN											1,493.83
TOTAL PAYMENT AMOUNT							2,321.95 *				2,321.95

002356/00 WEX BANK

PV-250634 05/07/2025 FUEL

01-0000-0-4300.00-0000-3600-000-00-000-0000 NN											
TOTAL PAYMENT AMOUNT							3,000.00 *				3,000.00

TOTAL FUND	CHECKS						790,141.88 **				790,141.88
TOTAL FUND	EFT						4,046.36 **				4,046.36
TOTAL FUND	PAYMENT						794,188.24 **				794,188.24

ACCOUNTS PAYABLE PRELIST
BATCH: 0016 PAYMENTS
FUND : 13 CAFETERIA

APY500 L.00.23 05/08/25 11:24 PAGE 12
<< Open >>

Vendor/Addr	Remit name	Date	Description	Tax ID num	Deposit type	ABA num	Account num	EE	ES	E-Term	E-ExtRef
Req Reference					FD-RESC-Y-OB	SO-GOAL-FUNC	STE-T2-TYP4	T9MPS	Liq Amt	Net Amount	
002203/00	HARRIS SCHOOL SOLUTIONS			0000000000							

PV-250639 05/07/2025 TRANS. FEES

13-5310-0-5800.00-0000-3700-000-00-000-0000 NN
TOTAL PAYMENT AMOUNT 1.25 *

1.25
1.25

001326/00 TAFT CITY SCHOOL DISTRICT 0000000000

PV-250628 05/07/2025 281
PV-250628 05/07/2025 282
PV-250628 05/07/2025 319
PV-250628 05/07/2025 318

13-5310-0-4700.00-0000-3700-001-00-000-0000 NN
13-5310-0-4700.00-0000-3700-000-00-000-0000 NN
13-5310-0-4700.00-0000-3700-000-00-000-0000 NN
13-5310-0-4700.00-0000-3700-001-00-000-0000 NN
TOTAL PAYMENT AMOUNT 203,942.29 *

63,536.22
52,593.77
40,216.30
47,596.00
203,942.29

TOTAL FUND PAYMENT 203,943.54 **

203,943.54

ACCOUNTS PAYABLE
BATCH: 0016 PAYMENTS

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FUND : 21 BUILDING FUND - BOND PROCEEDS
  << Open >>

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Vendor/Addr	Remit name	Description
Req	Reference	Date

Tax ID num	Deposit type
FD-RESC-V-C	

ABA num	Account num
---------	-------------

EE	ES	E-Term	E-ExtRef
	Liq	Amt	Net Amount

Amt

002628/00 BAKERSFIELD PLUMBING

PV-250578	04/28/2025	1004610
PV-250578	04/28/2025	1004632
PV-250578	04/28/2025	1004504

21-0000-0-5800.00-0000-8100-001-00-000-0000	NN
21-0000-0-5800.00-0000-8100-001-00-000-0000	NN
21-0000-0-5800.00-0000-8100-001-00-000-0000	NN
TOTAL PAYMENT AMOUNT	6,798.82 *

1,299.73
1,367.14
4,131.95
6,798.82

002160/00 PLC HEATING & AIR

PV-250615 05/01/2025 I250405801

21-0000-0-5800.00-0000-8100-001-00-000-0000	NN
TOTAL PAYMENT AMOUNT	8,900.00 *

	8	9	0	.	0	0	.	0	0
	0	0	0	.	0	0	.	0	0

000906/00 SERBAN SOUND & COMMUNICATIONS

00000000

250067 PO-250067 05/01/2025 2270

1	21-0000-0-5800.00-0000-8100-001-00-000-0000	NN F
TOTAL PAYMENT AMOUNT		
	20,084.26 *	

20,084.26
20,084.26

002556/00 WEATHERPROOFING TECHNOLOGIES

PV-250637 05/07/2025 98021364

TOTAL PAYMENT AMOUNT	21-0000-0-5800.00-0000-8100-002-00-000-0000 NN
	7,618.00 *

7,618.00
7,618.00

002637/00 WHITESTONE INDUSTRIES, INC.

PV-250638 05/07/2025 5959

21-0000-0-5800.00-0000-8100-001-00-000-0000	NN
TOTAL PAYMENT AMOUNT	1,974.90 *

1,974.90
1,974.90

TOTAL FUND PAYMENT	
1	2
3	4
5	6
7	8
9	10
11	12
13	14
15	16
17	18
19	20
21	22
23	24
25	26
27	28
29	30
31	32
33	34
35	36
37	38
39	40
41	42
43	44
45	46
47	48
49	50
51	52
53	54
55	56
57	58
59	60
61	62
63	64
65	66
67	68
69	70
71	72
73	74
75	76
77	78
79	80
81	82
83	84
85	86
87	88
89	90
91	92
93	94
95	96
97	98
99	100

45,375.98 **

45,375.98

ACCOUNTS PAYABLE PRELIST

FUND : 25 CAPITAL FACILITIES FUND << Open >>

Vendor/Addr	Remit name	Description	Tax ID num	Deposit type	ABA num	Account num	EE	ES	E-Term	E-ExtRef
Req Reference	Date			FD-RESC-Y-OBJT	SO-GOAL-FUNC	STE-T2-TYP4	Liq Amt	Net Amount		
001836/00	ADVANCE COMMUNICATIONS		0000000000							
PV-250573	04/28/2025	29861		25-0000-0-5800.00-0000-8500-001-00-000-0000	NN					6,716.15
PV-250573	04/28/2025	29752		25-0000-0-5800.00-0000-8500-001-00-000-0000	NN					5,584.02
			TOTAL	PAYMENT AMOUNT		12,300.17 *				12,300.17
000195/00	CLASS LEASING, LLC		0000000000							
PV-250587	04/29/2025	411151		25-0000-0-6200.00-0000-8500-001-00-000-0000	NN					798,248.00
			TOTAL	PAYMENT AMOUNT		798,248.00 *				798,248.00
002635/00	FENAGH ENGINEERING AND TESTING									
PV-250593	04/29/2025	8614-2		25-0000-0-5800.00-0000-8500-000-00-000-0000	NN					2,117.50
			TOTAL	PAYMENT AMOUNT		2,117.50 *				2,117.50
002588/00	KRAZAN & ASSOCIATED, INC									
PV-250606	05/01/2025	B631004-31784		25-0000-0-5800.00-0000-8500-001-00-000-0000	NN					1,325.00
			TOTAL	PAYMENT AMOUNT		1,325.00 *				1,325.00
002487/00	ORDIZ-MELEY									
PV-250610	05/01/2025	8846		25-0000-0-5800.00-0000-8500-001-00-000-0000	NN					2,072.50
PV-250610	05/01/2025	8847		25-0000-0-5800.00-0000-8500-001-00-000-0000	NN					3,160.00
PV-250610	05/01/2025	8851		25-0000-0-5800.00-0000-8500-001-00-000-0000	NN					5,000.00
PV-250610	05/01/2025	8852		25-0000-0-5800.00-0000-8500-001-00-000-0000	NN					13,907.50
PV-250610	05/01/2025	8853		25-0000-0-5800.00-0000-8500-001-00-000-0000	NN					8,952.50
PV-250610	05/01/2025	8466		25-0000-0-5800.00-0000-8500-001-00-000-0000	NN					1,700.00
PV-250610	05/01/2025	8611		25-0000-0-5800.00-0000-8500-001-00-000-0000	NN					5,812.50
PV-250610	05/01/2025	8608		25-0000-0-5800.00-0000-8500-001-00-000-0000	NN					3,077.50
PV-250610	05/01/2025	8832		25-0000-0-5800.00-0000-8500-001-00-000-0000	NN					129.00
PV-250610	05/01/2025	8831		25-0000-0-5800.00-0000-8500-001-00-000-0000	NN					1,817.50
PV-250610	05/01/2025	8830		25-0000-0-5800.00-0000-8500-001-00-000-0000	NN					1,210.00
PV-250610	05/01/2025	8826		25-0000-0-5800.00-0000-8500-001-00-000-0000	NN					2,064.00
PV-250610	05/01/2025	8824		25-0000-0-5800.00-0000-8500-001-00-000-0000	NN					3,799.09
PV-250610	05/01/2025	8823		25-0000-0-5800.00-0000-8500-001-00-000-0000	NN					2,705.00
PV-250610	05/01/2025	8821		25-0000-0-5800.00-0000-8500-001-00-000-0000	NN					1,057.50
			TOTAL	PAYMENT AMOUNT		56,464.59 *				56,464.59

ACCOUNTS PAYABLE PRELIST

BATCH: 0016 PAYMENTS APY500 L.00.23 05/08/25 11:24 PAGE 15

FUND : 25 CAPITAL FACILITIES FUND << Open >>

Vendor/Addr Remit name	Req Reference	Date	Description	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
					FD-RESC-Y-OBJT	SO-GOAL-FUNC	STF-T2-TY3-TYP4	T9MPS	Liq Amt	Net Amount

002514/00 SCHOOL FACILITY CONSULTANTS

PV-250620 05/01/2025 22958

TOTAL PAYMENT AMOUNT 1,233.75 * 1,233.75

002566/00 SLATER PLUMBING

PV-250622 05/01/2025 59078
PV-250622 05/01/2025 59092
PV-250622 05/01/2025 58322
PV-250622 05/01/2025 58904
PV-250622 05/01/2025 59030
PV-250622 05/01/2025 89023

TOTAL PAYMENT AMOUNT 18,462.29
TOTAL PAYMENT AMOUNT 15,800.00
TOTAL PAYMENT AMOUNT 7,242.50
TOTAL PAYMENT AMOUNT 6,650.00
TOTAL PAYMENT AMOUNT 7,712.54
TOTAL PAYMENT AMOUNT 16,850.00
TOTAL PAYMENT AMOUNT 72,717.33 *

000363/00 WILLIAMS SCOTSMAN INC

PV-250636 05/07/2025 9023411309
PV-250636 05/07/2025 9023608767

TOTAL PAYMENT AMOUNT 2,835.88
TOTAL PAYMENT AMOUNT 2,835.88
TOTAL PAYMENT AMOUNT 5,671.76 *

TOTAL FUND PAYMENT 950,078.10 ** 950,078.10

TOTAL BATCH CHECKS 1,989,539.50 *** 1,989,539.50
TOTAL BATCH EFT 4,046.36 *** 4,046.36
TOTAL BATCH PAYMENT 1,993,585.86 *** 1,993,585.86

TOTAL DISTRICT CHECKS 1,989,539.50 ***** 1,989,539.50
TOTAL DISTRICT EFT 4,046.36 ***** 4,046.36
TOTAL DISTRICT PAYMENT 1,993,585.86 ***** 1,993,585.86

TOTAL FOR ALL DISTRICTS CHK: 1,989,539.50 ***** 1,989,539.50
TOTAL FOR ALL DISTRICTS EFT: 4,046.36 ***** 4,046.36
TOTAL FOR ALL DISTRICTS: 1,993,585.86 ***** 1,993,585.86

Number of checks to be printed: 74, not counting voids due to stub overflows.
Number of EFT generated: 5



April 22, 2025

To: Superintendents of SISC I Member Districts

From: Kim A Sloan, Chief Financial Officer
Self-Insured Schools of California (SISC)

Subject: Education Code 42141 Compliance as it Relates to Workers' Compensation

Education Code 42141 requires school districts and county offices of education to publicly disclose certain information that affects their financial status. This legislation requires the following public disclosure:

If a district is self-insured for workers' compensation claims, either as an individual district or as a member of a joint powers agency, the district superintendent shall annually provide information to the governing board regarding the estimated accrued but unfunded cost of those claims. The estimate is to be based on an actuarial report obtained at least every three years. The information shall be presented by the superintendent at a public meeting of the governing board, and at that same meeting the board shall disclose, as a separate agenda item, whether or not it will reserve a sufficient amount of money in its budget to fund the present value of the accrued but unpaid workers' compensation claims or it is otherwise decreasing the amount in its workers' compensation reserve fund. The board will annually certify to the county superintendent the amount of money, if any, that is has decided to reserve in its budget for the cost of the benefits and/or the claims, and submit any necessary budget revisions to account for that reserve.

The actuarial study performed by *Bickmore Actuarial* representing SISC's projected financial position as of June 30, 2025 is summarized in the following table.

Based on the SISC I – Workers' Compensation Actuarial Report as of December 31, 2024		
	Projected Financial Position as of June 30, 2025	Actual Financial Position as of February 28, 2025
Projected funds available (Total Assets)	\$138,877,000	\$132,571,508
Present value of estimated outstanding losses and unallocated loss adjustment expenses at June 30, 2024 (Based on "expected" confidence level)	\$73,931,000	\$73,931,000
Ending financial position	\$64,946,000	\$58,640,508

I am pleased to report that, as the actuarial summary shows, the SISC I - Workers' Compensation JPA has a positive ending financial position. The ending balance includes sufficient reserves to enable your district to be in full compliance with the workers' compensation portion of Education Code 42141 without making any excess contributions to the SISC I JPA.

Please share this information with your governing board and retain a copy of this memorandum for your district's auditors. SISC will send a letter to your county superintendent confirming that your district is in compliance with the workers' compensation portion of Education Code 42141.

If you have any questions, please contact me at (661) 636-4882 or kisloan@siscschools.org.

P.O. Box 1847, Bakersfield, CA 93303-1847
2000 K St. • Larry E. Reider Education Center, Bakersfield, CA 93301
ph: 661.636.4710 fx: 661.636.4156 • sisc.kern.org

A Joint Powers Authority administered by the Kern County Superintendent of Schools Office, John G. Mendiburu, Ed.D., Superintendent

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

CAMP KEEP AGREEMENT
2025-2026
SCHEDULED PARTICIPATION DATES: SEE ATTACHMENT A *

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

RECITALS

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

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

TERMS

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

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

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

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

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

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

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

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

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

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

AGENCY

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

Date: _____

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

By 
Signatory Name: Michael Gumapac
Title: District Fiscal Analyst, Fiscal Support Services
Address: 1300 17th Street, Bakersfield, CA 93301
Account Code: 01-535-0000-0-8677.00-0000-0000-0000-000

Date: April 14, 2025

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). Respective to each school's scheduled date on Attachment A, Guests should arrive at 11:30 am on the first scheduled date and vehicles shall depart by 11:30 am on the final scheduled date. If arrival or departure times are delayed, the Agency will be billed for fees as outlined in Attachment B. This includes responsibility for transporting pupils/clients, employees or volunteers prior to the completion of the program. If transportation for an early return cannot be arranged through family or school representatives, County Superintendent can provide a driver and vehicle for a fee of \$500.00+ mileage fee. The mileage fee is equal to the Internal Revenue Service's standard mileage rate on the date transportation services are provided.

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

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

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

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

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

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

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

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

L. Provide all registration information and consents required under Camp 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 or chaperones to County Superintendent Human Resources Department for the sole purpose of performing the required background check using fingerprints.

If the district chooses to use KCSOS staff to conduct background checks the agency agrees to notify County Superintendent in writing of the names of the volunteer counselors or chaperones prior to sending them to County Superintendent Human Resources Department for fingerprinting. 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 background check is \$ \$65.00 per volunteer, but may be adjusted from time to time.

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

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

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

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

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

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

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

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

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

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

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

CAMP KEEP AGREEMENT SCHEDULE 2025-2026

[illegible]

Page 4 of 5

ATTACHMENT B
CAMP KEEP AGREEMENT
SCHEDULE
2025-2026

Fees for Delayed Arrival and Departures

The terms of section 6.A. state:

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

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

Vended Meals Contract for the National School Lunch and/or School Breakfast Program

This Agreement ("Agreement") is entered into by and between Lakeside Union School District herein after referred to as the School Food Authority (SFA), and Taft City School District, herein after referred to as the Vendor. The effective date of this Agreement is July 1, 2025.

This Agreement sets forth the terms and conditions upon which the SFA retains the Vendor to provide meals for the SFA's nonprofit and a la carte food service program, in accordance with the Scope of Work as shown in Exhibit A. Furthermore, this Agreement sets forth the terms and conditions upon which the SFA will purchase meals from the Vendor and the Vendor will provide meals for the SFA's nonprofit food service program. The SFA and Vendor agree to abide by the rules and regulations governing the Child Nutrition Programs, in accordance with federal regulations including policy and instructions issued by the United States Department of Agriculture (USDA). The applicable regulations are 7 CFR 210 (National School Lunch Program), 7 CFR 215 (Special Milk Program), 7 CFR 220 (School Breakfast Program), 7 CFR 245 (Determining Eligibility for Free and Reduced Price Meals and Free Milk), 7 CFR 250 (Food Distribution Program), 7 CFR 225 (Summer Food Service Program for Children), and 7 CFR 3052 (Audit Requirements).

Schedule: List days of the week and times meals are required for delivery or pick up. Monday, Tuesday, Wednesday, Thursday, & Friday Delivery Time: 10:45 a.m. Daily			
SFA Contact Information		Vendor Contact Information	
Contact Person First & Last Name	Phone Area Code/No.	Contact Person First & Last Name	Phone Area Code/No.
Kimberly Scogin	661-836-6658	Randy Rico	661-763-1521
Email Address	Fax Area Code/No.	Email Address	Fax Area Code/No.
kscogin@lakesideusd.org	661-836-8059	rarico@taftcity.org	661-763-1495
Address Street, City, State, Zip		Address Street, City, State, Zip	
14535 Old River Rd., Bakersfield, CA. 93311		820 Sixth St., Taft. CA. 93268	

The fixed price per meal listed below is agreed upon by both parties as if no USDA Foods are used:

<table><tr><td>Breakfast</td></tr><tr><td>Price Per Meal</td></tr><tr><td>Includes Milk</td></tr><tr><td>\$2.35</td></tr></table>	Breakfast	Price Per Meal	Includes Milk	\$2.35	<table><tr><td>Sack Breakfast</td></tr><tr><td>Price Per Meal</td></tr><tr><td>Includes Milk</td></tr><tr><td>\$2.40</td></tr></table>	Sack Breakfast	Price Per Meal	Includes Milk	\$2.40	<table><tr><td>Breakfast Entree</td></tr><tr><td>Price Per Entree</td></tr><tr><td>\$.95</td></tr></table>	Breakfast Entree	Price Per Entree	\$.95	<table><tr><td>Breakfast Side</td></tr><tr><td>Price Per Side</td></tr><tr><td>\$0.70</td></tr></table>	Breakfast Side	Price Per Side	\$0.70
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Price Per Meal																	
Includes Milk																	
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Sack Breakfast																	
Price Per Meal																	
Includes Milk																	
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Breakfast Entree																	
Price Per Entree																	
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Breakfast Side																	
Price Per Side																	
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<table><tr><td>Lunch</td></tr><tr><td>Price Per Meal</td></tr><tr><td>Includes Milk</td></tr><tr><td>\$3.35</td></tr></table>	Lunch	Price Per Meal	Includes Milk	\$3.35	<table><tr><td>Sack Lunch</td></tr><tr><td>Price Per Meal</td></tr><tr><td>Includes Milk</td></tr><tr><td>\$3.40</td></tr></table>	Sack Lunch	Price Per Meal	Includes Milk	\$3.40	<table><tr><td>Lunch Entree</td></tr><tr><td>Price Per Entree</td></tr><tr><td>\$1.25</td></tr></table>	Lunch Entree	Price Per Entree	\$1.25	<table><tr><td>Lunch Side</td></tr><tr><td>Price Per Side</td></tr><tr><td>\$0.75</td></tr></table>	Lunch Side	Price Per Side	\$0.75
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Sack Lunch																	
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<table><tr><td>Snack</td></tr><tr><td>Price Per Snack</td></tr><tr><td>\$.95</td></tr></table>	Snack	Price Per Snack	\$.95	<table><tr><td>Adult Breakfast</td></tr><tr><td>Price Per Meal</td></tr><tr><td>Includes Milk</td></tr><tr><td>\$2.45</td></tr></table>	Adult Breakfast	Price Per Meal	Includes Milk	\$2.45	<table><tr><td>Adult Lunch</td></tr><tr><td>Price Per Meal</td></tr><tr><td>Includes Milk</td></tr><tr><td>\$4.55</td></tr></table>	Adult Lunch	Price Per Meal	Includes Milk	\$4.55	<table><tr><td>Carton of Milk</td></tr><tr><td>Price Per Milk</td></tr><tr><td>\$0.45</td></tr></table>	Carton of Milk	Price Per Milk	\$0.45
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Adult Lunch																	
Price Per Meal																	
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Carton of Milk																	
Price Per Milk																	
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A. Agreement Period

The initial agreement period shall be July 1, 2025 to June 30, 2026. Both parties agree to enter into this Agreement for one-year period with the option to renew the Agreement for up to four (4) additional one-year periods by mutual agreement of the SFA and Vendor. Renewal shall be based on customer satisfaction with products, service, and price.

Annual Escalator Clause; changes in the per-meal price may be considered by the SFA only at the time of renewal. Any proposed per-meal price changes must be accompanied by documentation supporting such increase. The SFA reserves the right to accept or reject any proposed price changes, in the best interest of the SFA. If the proposed per-meal price changes are accepted, they shall become effective on the first day of the contract renewal period.

Conditions for an annual escalator clause; the fixed per-meal price may be subject to an annual escalator as stipulated in this Agreement. Adjustment factors may include changes in third-party price indices from the Consumer Price Index (CPI); U.S. Bureau of Labor Statistics, Division of Consumer Prices and Price Indexes, PSB Suite 3130, 2 Massachusetts Avenue, NE Washington, DC 20212-0001; website at <http://www.bls.gov/cpi>. SFA will consider the lesser of the following two options either—
1) the average CPI (Food Away From Home) for the previous year or 2) three percent (3%).

B. The Vendor Agrees to

1. Invoice SFA for utilized meals in accordance with the number of meals requested.
2. Provide the SFA, for approval, a proposed cycle menu for the operational period, at least 7 operating days prior to the beginning of the period to which the menu applies. Any changes to the menu made after SFA approval must be approved by the SFA, and documented on the menu records. Meals must be planned, prepared, and served (if applicable) to meet the USDA meal pattern requirements and nutritional standards as outlined in Attachment C, Minimum Food Specifications.
3. Maintain full and accurate records that document:
 - a. the menus were provided to the SFA during the term of this Agreement,
 - b. a listing of all components of each meal,
 - c. an itemization of the quantities of each component used to prepare said meal, and
 - d. providing the SFA with daily production/transport sheets indicating how menu items contribute to meal pattern requirements and supporting documentation for contribution.

The Vendor agrees to provide meal preparation documentation by using yield factors for each food item as listed in the *USDA Food Buying Guide* or child nutrition labels or manufacturers' product information statement when calculating and recording the quantity of food prepared for each meal.

4. Maintain cost records such as invoices, receipts, and/or other documentation that exhibit the purchase or otherwise availability to the Vendor of the meal components and quantities itemized in the meal preparation records.
5. Maintain, on a daily basis, an accurate count of the number of meals, by meal type, prepared for and delivered to the SFA. Meal count documentation must include the number of meals requested by the SFA.
6. Allow the SFA to increase or decrease the number of meal orders, as needed, when the request is made within 2 hours of the scheduled delivery time.
7. Present to the SFA an invoice accompanied by reports which itemizes the previous month's meals delivered to the SFA no later than the 10th day of each month. The Vendor agrees to forfeit payment for meals which are not ready within one (1) hour of the agreed upon time for meals to be delivered to the SFA, are spoiled, or unwholesome at the time of delivery to the SFA, or do not otherwise meet the meal requirements contained in this Agreement. The Vendor shall pay the SFA the full amount of any meal over claims which are attributable to the Vendor's negligence, including those over claims based on reviews or audit findings that occurred during the effective dates of original and renewal of the awarded contracts. In cases of nonperformance or noncompliance on the part of the Vendor, the Vendor shall pay the SFA for any excess costs the SFA incurs by obtaining meals from another source.
8. Provide the SFA with a copy of all permits and licenses required by California law for the food service facility in which it prepares meals for the National School Lunch Program/School Breakfast Program (NSLP/SBP). The Vendor shall ensure that all health and sanitation requirements of the California Retail Food Code are met at all times.

9. Operate in accordance with current NSLP/SBP regulations. The Vendor agrees to comply with all other USDA regulations regarding food service vendors including those specified for commercial food service if applicable.
10. Not subcontract for the total meal, with or without milk, or for the assembly of the meal.
11. Be paid by the SFA for all meals delivered to the SFA in accordance with this Agreement and NSLP/SBP meal pattern requirements. Neither the California Department of Education (CDE) nor USDA will assume any liability for payment of differences between the number of meals prepared by Vendor for delivery to the SFA and the number of meals served by the SFA that are not eligible for reimbursement.
12. Make substitutions in the food components of the meal pattern for students with disabilities when the disability is certified by a signed statement from a licensed physician. For nondisabled students who are unable to consume regular meals because of medical or other special dietary need substitutions shall be made on a case-by-case basis when supported by a signed statement from a medical doctor or recognized medical authority, or in the case of a request for a milk substitution, by a medical authority or a parent. There will be no additional charge to the student for such substitutions.
13. Provide access, with or without notice, to all of the Vendor's facilities for purposes of inspection and audit.

C. The SFA Agrees to:

1. Request by telephone no later than 9:00 a.m. daily, an accurate number of meals to be delivered to the SFA each day. Notify the Vendor of necessary increases/decreases in the number of meals ordered within 2 hours of the scheduled delivery time. Errors in meal orders shall be the responsibility of the SFA making the error.
2. Ensure that a SFA representative is available at each vended site, at the specified time on each specified delivery day to receive, inspect, and sign for the requested number of meals. This individual will verify the temperature, quality, and quantity of each meal delivered to the SFA. The SFA assures the Vendor that this individual will be trained and knowledgeable in the recordkeeping and meal requirements of the NSLP/SBP, and with local health and safety codes. Provide personnel to serve meals, clean the serving and eating areas, and assemble transport carts and auxiliary items for pick up by the Vendor (if applicable) no later than 10:45 a.m.
3. Notify the Vendor within 3 days of receipt of the next month's proposed cycle menu of any changes, additions, or deletions.
4. Provide the Vendor with information on how to access or a copy of the federal NSLP/SBP meal pattern requirements, the USDA Food Buying Guide; and all other technical assistance materials pertaining to the food service requirements of the NSLP/SBP. The SFA will, within 24 hours of receipt from CDE, advise the Vendor of any changes in the food service requirements.
5. Pay the Vendor by the 30th day of each month the full amount as presented on the monthly itemized invoice. Notify the Vendor within 48 hours of receipt of any discrepancy in the invoice. Pay the Vendor for all meals delivered to SFA in accordance with the agreement. Neither CDE nor USDA assumes any liability for payment of the difference between the number of meals prepared/delivered and the number of meals served by the SFA that are ineligible for reimbursement.
6. Retain control of the quality, extent, and general nature of the food service operation; and establish all program and non-program meal and a la carte prices.
7. Be responsible for loss or damage to equipment owned by the Vendor while in the possession of the SFA.
8. Submit a signed copy of the annual renewal amendment to the CDE prior to approval of the SFA online contract for participation in NSLP.

D. USDA FOODS

If SFA desires to participate in the USDA Foods Program and the Vendor agrees to use USDA Foods in accordance with federal and state regulations, then both the SFA and Vendor will need to sign the "Addendum to the Vended Meals Agreement for Participation in USDA Foods Program" Attachment H.

E. Termination

1. **Mutual Agreement Termination:** With mutual agreement of both parties to this Agreement, upon receipt and acceptance not less than sixty (60) days of written notice, this Agreement may be terminated on an agreed upon date before the end of the agreement period without penalty to either party.
2. **Non-Performance of Agreement and Termination:**

- a. Except as may be otherwise provided by this Agreement, this Agreement may be terminated in whole or in part by either party in the event of failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party.
- b. The SFA may terminate this Agreement immediately upon written notice to Vendor if the Vendor becomes the subject of a proceeding under state or federal law for the relief of debtors or if an assignment is made for the benefit of creditors, or if Vendor loses its license or other ability to provide the required products and services, or if Vendor takes any action that violates any applicable laws (including, but not limited to, state and federal law governing the NSLP/SBP).
- c. Any agreement termination resulting from any cause other than a Force Majeure event or termination for non-appropriations will be deemed valid reason for not considering any future proposal or bid from the defaulting Vendor.
- d. **Termination for Convenience:** The SFA may terminate this agreement prior to the expiration of the term, without cause and without penalty, upon sixty (60) days written notice to the Vendor.
- e. **Final Payments:** Upon any termination of this Agreement, the SFA will pay for all meals received up to the effective date of termination. The Vendor shall submit all required reports and other information.

F. Standard Terms and Conditions

- 1. **Terms and Conditions:** Vendor must be fully acquainted with terms and conditions relating to the performance of this Agreement. Failure or omission of Vendor to be familiar with existing conditions shall in no way relieve the Vendor of obligation with respect to this agreement.
- 2. **Not Debarred, Suspended, Proposed for Debarment, Declared Ineligible, or Voluntarily Excluded:** Vendor certifies that neither the company nor any of its principals has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or <https://www.epls.gov/> agency. Vendor should consult Executive Orders 12549 and 12689. For additional information, Vendor should check <https://www.epls.gov/>, a public service site by General Services Administration (GSA) for the purpose of efficiently and conveniently disseminating information on parties that are excluded from receiving federal contracts, certain subcontracts, and certain federal financial and nonfinancial assistance and benefit. The Suspension and Debarment Certification, Attachment E, must be signed by an authorized person and attached to this Agreement.
- 3. **State and Federally Required Contractual Provisions:** Vendor must have obtained, and will continue to maintain during the entire term of this Agreement, all permits, approvals or licenses necessary for lawful performance of its obligations under this Agreement. In addition, Vendor is responsible to abide by all applicable federal and state laws and policies of CDE and state and local boards of education, as applicable, when providing services under this Agreement.
- 4. **Equal Employment Opportunity:** Vendor shall comply with E.O. 11246, Equal Employment Opportunity, as amended by E.O. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- 5. **Labor and Civil Rights Laws:** Vendor shall comply with applicable federal, state, and local laws and regulations pertaining to wages, hours, and conditions of employment. In connection with Vendor's performance of work under this Agreement, Vendor agrees not to discriminate against any employee(s) or applicant(s) for employment because of sex, age, race, color, religion, creed, sexual orientation, gender identity, national origin, or disability. Vendor shall also comply with applicable Civil Rights laws as amended including but not limited to Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-6, Civil Rights Compliance and Enforcement in School Nutrition Programs.
- 6. **Clean Air Act and Energy Policy and Conservation Act:** Vendor shall comply with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), as applicable, as well as the Energy Policy and Conservation Act, Pub. L. 94-163, 89 Stat. 871, and any related state energy laws, as applicable. Vendor shall report all violations to the SFA and to the relevant federal or state agency as appropriate.
- 7. **Breach of this Agreement and Remedies:** If Vendor fails to comply with any of the terms and conditions of this Agreement; the SFA has the option to send Vendor a ten (10) business day Notice to cure the defect or breach. During the ten-day Notice to Cure, the parties may meet and confer to discuss the resolution of the defect or breach.

If there is not a satisfactory resolution at the end of the ten-day Notice to Cure, the SFA has the option to immediately cancel all or any part of the order. Such cancellation shall not be deemed a waiver by SFA of any rights or remedies for any breach by Vendor. SFA expressly reserves all rights and remedies provided by statute or common law in the event of such breach. Without limiting the foregoing, the SFA may, at its option, require Vendor to repair or replace, at Vendor's expense, any products or goods, which caused the breach.


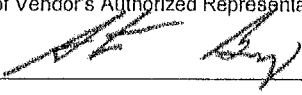
The remedies of the SFA is cumulative, and additional to any/or other further remedies provided by law. No waiver of any breach shall constitute a waiver of any other breach.

8. **Indemnify and Hold Harmless:** Vendor shall indemnify, defend, and hold harmless the SFA, its directors, officers, employees, and agents from and against all liability, damages, losses and expenses (including reasonable attorneys' fees and costs) which arise out of Vendor's negligence, breach or other performance of the Agreement, or violation of any law or right of a third party, or that of Vendors' employees, subcontractors, or agents. Vendor will comply with all laws relating to intellectual property, will not infringe on any third party's intellectual property rights, and will indemnify, defend, and hold harmless the SFA and its directors, officers, employees, and agents from and against any claims for infringement of any copyrights, patents, or other infringements of intellectual property rights related to its activities under this Agreement.
 - a. Vendor agrees to notify the SFA by certified mail return receipt request, or by overnight courier immediately upon knowledge of any claim, suit, action, or proceedings.
 - b. Such indemnification obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligations to indemnify, which would otherwise exist as to any party or person.
9. **Force Majeure:** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.
10. **Waiver:** No claims or rights arising out of a breach of this Agreement can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing and signed by the aggrieved party.
11. **Taxes:** The SFA has tax-exempt status.
12. **Buy American:** Vendor will comply with the Buy American requirement, which dictates that SFAs participating in the federal school meal programs are required to purchase domestic commodities and products for SFA meals to the maximum extent practicable. Domestic commodity or product means an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. substantially (at least 51 percent) using agricultural commodities that are produced in the U.S. (7CFR210.21, 220.16).
13. **Food Laws:** Vendor shall operate in accordance with all applicable laws, ordinances, regulations and rules of federal, state, and local authorities, including but not necessarily restricted to a Hazard Analysis and Critical Control Point (HACCP) plan. SFA may inspect Vendor's facilities and vehicles.
14. **Food Recall:** Vendor shall comply with all federal, state, and local mandates regarding the identification and recall of foods from the commercial and consumer marketplace. Vendor shall have a process in place to effectively respond to a food recall; the process must include accurate and timely communications to the SFA and assurance that unsafe products are identified and removed from SFA sites in an expedient, effective, and efficient manner. Vendor shall maintain all paperwork required for immediate and proper notification of recalls for full and split cases.
15. **Biosecurity:** Vendor must have a written policy regarding biosecurity and the food supply, in accordance with the Bioterrorism Act 2002 under the U.S. Department of Health and Human Services, Food and Drug Administration and under the USDA, Food Safety and Inspection Service.
16. **Lobbying Certification:** The Vendor must sign the Lobbying Certification, Attachment F, which was attached as an addendum to this Agreement and which is incorporated and made a part of this Agreement. If applicable, the Vendor has also completed and submitted Standard Form-LLL, Disclosure of Lobbying Activities (Attachment G), or will complete and submit as required in accordance with its instructions included in Attachment G.
17. **Independent Price Determination Certification:** The Vendor must sign Independent Price Determination Certificate, Attachment D, which was attached as an addendum to the Agreement and which is incorporated herein by reference and made a part of this Agreement.
18. The Vendor shall comply with all other pertinent state and federal laws.

19. **Records:** Vendor and SFA shall retain all required records for a period of three (3) years after SFA makes final payment and all other pending matters are closed included any ongoing audits or the end of the fiscal year to which they pertain, whichever is greater. Upon request, make all accounts and records pertaining to the Agreement available to the certified public accountant hired by the SFA, representatives CDE, USDA, and the Office of Inspector General (OIG) for audits or administrative reviews at a reasonable time and place. Surrender to the SFA, upon termination of the Agreement, all records pertaining to the operation of the food service, to include all production records, product invoices, claim documentation, financial reports, and procurement documentation. The records shall be in appropriate order, complete, and legible.
20. **Duty to Protect:** Vendors shall perform a criminal background check on any of the Vendors employees that will be working at the SFA and disclose results to the SFA.
21. **Insurance:** Vendors shall maintain the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in California. A Certificate of Insurance of the Vendor's insurance coverage indicating these amounts must be submitted at the time of the award. Complete the information below based on the Vendor's Certificate of Insurance:
 - a. Comprehensive General Liability—includes coverage for:
 - 1) Premises—Operations
 - 2) Products—Completed Operations
 - 3) Contractual Insurance
 - 4) Broad Form Property Damage
 - 5) Independent Contractors
 - 6) Personal Injury—\$2,000,000 Combined Single Limit
 - b. Automobile Liability—\$2,000,000 Combined Single Unit
 - c. Workers' Compensation-Statutory; Employer's Liability—\$1,000,000
 - d. Excess Umbrella Liability—\$250,000 Combined Single Unit
 - e. The SFA shall be named as additional insured on General Liability, Automobile, and Excess Umbrella. The Vendor must provide a waiver of subrogation in favor of the SFA for General Liability, Automobile, Workers' Compensation, and Excess Umbrella.
 - f. The insurance company insuring the Vendor shall provide for notice to the SFA of cancellation of insurance policies 30 days before such cancellation is to take effect.

G. General Assurances

1. **Amendments and Waivers.** Any term of this Agreement may be amended or waived only with the written consent of the parties.
2. **Sole Agreement.** This Agreement constitutes the sole agreement of the parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof.
3. **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient upon receipt, when delivered personally or by courier, overnight delivery service, or confirmed facsimile, 48 hours after being deposited in the regular mail as certified or registered mail (airmail if sent internationally) with postage prepaid, if such notice is addressed to the party to be notified at such party's address or facsimile number as set forth below, or as subsequently modified by written notice.
4. **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (1) such provision shall be excluded from this Agreement, (2) the balance of the Agreement shall be interpreted as if such provision were so excluded and (3) the balance of the Agreement shall be enforceable in accordance with its terms.
5. **Advice of Counsel.** Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement. CDE is not a party to any contractual relationship between a SFA and a Vendor. CDE is not obligated, liable, or responsible for any action or inaction taken by a SFA or Vendor based on this Agreement template. CDE's review of the Agreement is limited to assuring compliance with federal and state procurement requirements. CDE does not review or judge the fairness, advisability, efficiency, or fiscal implications of the Agreement.

SCHOOL FOOD AUTHORITY / VENDOR SIGNATURES			
Name of School Food Authority's Authorized Representative		Title	
Signature of School Food Authority's Authorized Representative		Date Mo./Day/Yr.	Signed
> 			
Name of Vendor's Authorized Representative		Title	
Steven Gragg		Chief Business Official	
Signature of Vendor's Authorized Representative		Date Mo./Day/Yr.	Signed
> 		4-11-25	

Additional School Locations

Contact Person <i>First and Last Name</i>		Title	
Street Address		City	State Zip
Phone Area Code/No.	Fax Area Code/No	Email Address	

Contact Person <i>First and Last Name</i>		Title	
Street Address		City	State Zip
Phone Area Code/No.	Fax Area Code/No	Email Address	

Contact Person <i>First and Last Name</i>		Title	
Street Address		City	State Zip
Phone Area Code/No.	Fax Area Code/No	Email Address	

Contact Person <i>First and Last Name</i>		Title	
Street Address		City	State Zip
Phone Area Code/No.	Fax Area Code/No	Email Address	

Minimum Food Specifications

To be completed by SFA. CDE does not approve, evaluate, or endorse specifications.

Examples may include the following listed below.

Meat/Seafood—All meats, meat products, poultry products, and fish must be government-inspected.

- Beef, lamb, and veal shall be USDA Grade Choice or better
- Pork shall be U.S. No.1 or U.S. No. 2
- Poultry shall be U.S. Government Grade A
- Seafood to be top grade, frozen fish—must be a nationally distributed brand, packed under continuous inspection of the USDA

Dairy Products—All dairy products must be government-inspected.

- Fresh eggs, USDA Grade A or equivalent, 100 percent candled
- Frozen eggs, USDA—inspected
- Milk, pasteurized Grade A

Fruits and Vegetables

- Fresh fruits and vegetables selected according to written specifications for freshness, quality, and color—U.S. Grade A Fancy
- Canned fruits and vegetables selected to requirements—U.S. Grade A Choice or Fancy (fruit to be packed in light syrup or natural juices)
- Frozen fruits and vegetables shall be U.S. Grade A Choice or better

Baked Products

- Bread, rolls, cookies, pies, cakes, and puddings either prepared or baked on premises or purchased on a quality level commensurate with meeting USDA breakfast and lunch requirements, as applicable

Staple Groceries

- Staple groceries to be a quality level commensurate with previously listed standards

ATTACHMENT C (cont'd)

At a minimum, any proposed menu plans must comply with the Final Rule Nutrition Standards in the National School Lunch and School Breakfast Programs published in January 2012.

Meal Pattern	Breakfast Meal Pattern			Lunch Meal Pattern		
	Grades K-5 ^a	Grades 6-8 ^a	Grades 9-12 ^a	Grades K-5	Grades 6-8	Grades 9-12
Amount of Food ^b Per Week (Minimum Per Day)						
Fruits (cups) ^{c,d}	5 (1) ^e	5 (1) ^e	5 (1) ^e	2½ (½)	2½ (½)	5 (1)
Vegetables (cups) ^{c,d}	0	0	0	3¼ (¾)	3¼ (¾)	5 (1)
Dark green ^f	0	0	0	½	½	½
Red/Orange ^f	0	0	0	¾	¾	1¼
Beans/Peas (Legumes) ^f	0	0	0	½	½	½
Starchy ^f	0	0	0	½	½	½
Other ^{f,g}	0	0	0	½	½	¾
Additional Veg to Reach Total ^h	0	0	0	1	1	1½
Grains (oz eq) ⁱ	7-10 (1) ^j	8-10 (1) ^j	9-10 (1) ^j	8-9 (1)	8-10 (1)	10-12 (2)
Meats/Meat Alternates (oz eq)	0 ^k	0 ^k	0 ^k	8-10 (1)	9-10 (1)	10-12 (2)
Fluid milk (cups) ^l	5 (1)	5 (1)	5 (1)	5 (1)	5 (1)	5 (1)
Other Specifications: Daily Amount Based on the Average for a 5-Day Week						
Min-max calories (kcal) ^{m,n,o}	350-500	400-550	450-600	550-650	600-700	750-850
Saturated fat (% of total calories) ^{n,o}	< 10	< 10	< 10	< 10	< 10	< 10
Sodium (mg) ^{n,p}	≤ 430	≤ 470	≤ 500	≤ 640	≤ 710	≤ 740
Trans fat ^{n,o}	Nutrition label or manufacturer specifications must indicate zero grams of <i>trans</i> fat per serving.					

^aIn the SBP, the above age-grade groups are required beginning July 1, 2013 (SY 2013-14). In SY 2012-13 only, schools may continue to use the meal pattern for grades K-12 (see § 220.23).

^bFood items included in each food group and subgroup and amount equivalents. Minimum creditable serving is ½ cup.

^cOne-quarter cup of dried fruit counts as ½ cup of fruit; 1 cup of leafy greens counts as ½ cup of vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.

^dFor breakfast, vegetables may be substituted for fruits, but the first two cups per week of any such substitution must be from the dark green, red/orange, beans and peas (legumes) or "Other vegetables" subgroups as defined in §210.10(c)(2)(iii).

^eThe fruit quantity requirement for the SBP (5 cups/week and a minimum of 1 cup/day) is effective July 1, 2014 (SY 2014-15).

^fLarger amounts of these vegetables may be served.

^gThis category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E). For the purposes of the NSLP, "Other vegetables" requirement may be met with any additional amounts from the dark green, red/orange, and beans/peas (legumes) vegetable subgroups as defined in §210.10(c)(2)(iii).

^hAny vegetable subgroup may be offered to meet the total weekly vegetable requirement.

ⁱAt least half of the grains offered must be whole grain-rich in the NSLP beginning July 1, 2012 (SY 2012-13), and in the SBP beginning July 1, 2013 (SY 2013-14). All grains must be whole grain-rich in both the NSLP and the SBP beginning July 1, 2014 (SY 2014-15).

^jIn the SBP, the grain ranges must be offered beginning July 1, 2013 (SY 2013-14).

^kThere is no separate meat/meat alternate component in the SBP. Beginning July 1, 2013 (SY 2013-14), schools may substitute 1 oz. eq. of meat/meat alternate for 1 oz. eq. of grains after the minimum daily grains requirement is met.

^lFluid milk must be low-fat (1 percent milk fat or less, unflavored) or fat-free (unflavored or flavored).

^mThe average daily amount of calories for a 5-day school week must be within the range (at least the minimum and no more than the maximum values).

^hDiscretionary sources of calories (solid fats and added sugars) may be added to the meal pattern if within the specifications for calories, saturated fat, *trans* fat, and sodium. Foods of minimal nutritional value and fluid milk with fat content greater than 1 percent milk fat are not allowed.

^gIn the SBP, calories and *trans* fat specifications take effect beginning July 1, 2013 (SY 2013-14).

^pFinal sodium specifications are to be reached by SY 2022-23 or July 1, 2022. Intermediate sodium specifications are established for SY 2014-15 and 2017-18. See required intermediate specifications in § 210.10(f)(3) for lunches and § 220.8(f)(3) for breakfasts.

Addendum to the Vended Meals Agreement for Participation in USDA Foods Program

This is an addendum to the "Vended Meals Agreement" for the purpose of participation in the USDA Foods Program. By signing this addendum to the "Vended Meals Agreement for Participation in the USDA Foods Program," SFA and Vendor, as defined in the Vended Meals Agreement agree to the following:

USDA Foods

1. Any USDA Foods received (when the foods arrive at the SFA's kitchen, SFA's storage facility, or Vendor storage facility in either raw form or in processed end products) by the SFA and made available to the Vendor must accrue solely to the benefit of USDA Child Nutrition programs if applicable, and shall be fully utilized therein. The Vendor shall have records available to substantiate that the full value of all USDA Foods is used solely for the benefit of the SFA.
2. The SFA shall retain title to all USDA Foods.
3. USDA Foods allocated to the SFA will be delivered to and utilized by the Vendor equitably for lunches served to students at the SFA.
4. **Vendor Responsibility**—the Vendor will conduct all activities relating to USDA Foods for which it is responsible in accordance with 7 CFR Parts 210, 220, 225, 226, and 250 as applicable. This will include but is not limited by the following:
 - a. The Vendor must credit the SFA for the value of all USDA Foods received for use in the SFA's meal service in the school year or fiscal year (including both entitlement and bonus foods), and including the value of USDA Foods contained in processed end products, in accordance with the contingencies in 7 CFR 250.51(a);
 - b. The Vendor must credit the SFA for all discounts or rebates for USDA Foods purchases made on its behalf. All refunds received from processors must be retained by the nonprofit SFA account.
 - c. The Vendor shall provide the method and frequency by which crediting will occur, and the means of documentation to be utilized to verify that the value of all USDA Foods has been credited;
 - d. The Vendor shall use the USDA Foods values as posted on CDE's USDA Foods website including the value of bonus USDA Foods;
 - e. The Vendor shall be responsible for activities related to USDA Foods in accordance with 7 CFR 250.50(d), and must assure that such activities are performed in accordance with the applicable requirements in 7 CFR part 250;
 - f. The Vendor will use all USDA Foods ground beef and ground pork products, and all processed end products, without substitution, in the SFA's food service;
 - g. The Vendor will use all other USDA Foods, or will use commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the USDA Foods, in the SFA's food service;
 - h. The Vendor will not itself enter into the processing agreement with the processor required in subpart C of 7 CFR part 250;
 - i. The Vendor will comply with the storage and inventory requirements for USDA Foods;
 - j. The Vendor will ensure that its system of inventory management will not result in the SFA being charged for USDA Foods;
 - k. The Vendor will maintain records to document its compliance with requirements relating to USDA Foods, in accordance with 7 CFR 250.54(b);
 - l. The Vendor shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA Foods;
 - m. The Vendor shall accept and use USDA Foods in as large quantities as may be efficiently utilized in the SFA's nonprofit food service, subject to approval of the SFA. The SFA shall consult with the Vendor in the selection of USDA Foods; however, the final determination as to the acceptance of USDA Foods must be made by the SFA;
 - n. The Vendor shall account for all USDA Foods separately from purchased foods. The Vendor is required to maintain accurate and complete records with respect to the receipt, use/disposition, storage, and inventory of USDA Foods. Failure by the Vendor to maintain the required records under this agreement shall be considered prima facie evidence of improper distribution or loss of USDA Foods.
 - o. Vendor shall order only those USDA Foods that can be incorporated into its meals.

5. USDA Foods Handling Charges

- a. The SFA's monthly USDA Foods handling charges (including storage, delivery (if applicable), administration and processing fees (if applicable)) will be deducted by CDE from the SFA's monthly Federal reimbursement.
- b. The Vendor is responsible for USDA Foods handling charges and must reimburse the SFA monthly for USDA Foods handling charges.

6. Year-End Reconciliation

- a. A year-end reconciliation shall be conducted by the SFA to ensure and verify correct and proper credit has been received for the full value of all USDA Foods received by the Vendor during the fiscal year. The SFA reserves the right to conduct USDA Foods credit audits throughout the year to ensure compliance with federal regulations 7 CFR 210 and 7 CFR 250.
- b. If SFA is participating in direct diversion processing or cheese processing, based on actual bulk USDA Foods received, it may be necessary for the Vendor to make compensation adjustments to the SFA at the end of the school year. The SFA is responsible for assuring adjustments are made.

7. Procurement of USDA Foods—the procurement of processed end products on behalf of the SFA, as applicable, will ensure compliance with the requirements in subpart C of 7 CFR part 250 and with the provisions of distributing or SFA processing agreements, and will ensure crediting of the SFA for the value of USDA Foods contained in such end products at the processing agreement value.**8. Access to Records**—the distributing agency, sub-distributing agency, or SFA, the Comptroller General, the Department of Agriculture, or their duly authorized representatives, may perform onsite reviews of the Vendors food service operation, including the review of records, to ensure compliance with the requirements for the management and use of USDA Foods.**9. Renewal of Agreement**—extensions or renewals of the agreement, if applicable, are contingent upon the fulfillment of all agreement provisions relating to USDA Foods.**10. Termination of Vended Meals Agreement**—upon termination of this Vended Meals Agreement, SFA must conduct a contract-end reconciliation to ensure and verify correct and proper credit has been received for the actual value of all USDA Foods received by the Vendor. The value of USDA Foods shall be based on the USDA Foods values as posted on CDE's USDA Foods website. If SFA has received the actual value of all USDA Foods received by the Vendor, no additional compensation is required from the Vendor.

If SFA has not received the actual value of all USDA Foods received by the Vendor at contract termination date, the Vendor must provide compensation to SFA. Compensation must be either financial or return of unused USDA Foods, as determined by SFA. If the SFA terminates the Agreement without cause, or if the Vendor terminates the Agreement with cause, the SFA bears the cost of transferring/removal of all remaining USDA Foods from the Vendor. If the SFA terminates the Agreement with cause, or if the Vendor terminates the Agreement without cause, the Vendor bears the cost of transferring/removal of all remaining USDA Foods.

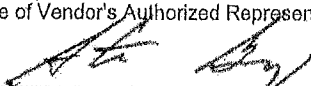
CERTIFICATION SIGNATURES	
I CERTIFY by signing and dating this Addendum, SFA and Vendor agree to the terms and conditions as described herein.	
Name of Vendor's Authorized Representative Steven Gragg	Title Chief Business Official
Signature of Vendor's Authorized Representative ➤ 	Date Signed Mo./Day/Yr. 4-11-25
Name of SFA's Authorized Representative	Title
Signature of SFA's Authorized Representative ➤	Date Signed Mo./Day/Yr.

EXHIBIT A

SCOPE OF WORK VENDED MEALS

The vendor will supply meals to the Lakeside Union School District hereafter referred to as "SFA", that comply with the nutrition standards established by the United States Department of Agriculture (USDA) for the School Breakfast Program, the National School Lunch Program, and the Seamless Summer Option. The vendor will prepare meals off-site in a facility that maintains the appropriate state and local health certifications, and will package and deliver these meals in accordance with the food safety guidelines of the appropriate governing health departments. Vendors must submit with their bid a copy of the current state and local health certifications.

General Vendor Responsibilities

- a. The vendor shall provide the services required by this IFB at all times in accordance with generally accepted standards of care and best practices in the industry.
- b. Vendor shall deliver meals to location(s) at times specified by SFA.
- c. Vendor will provide the necessary utensils and napkins in sufficient quantity for the number of meals ordered.
- d. Vendor shall be responsible for the condition or care of meals until they are delivered to the school.
- e. The vendor shall be responsible for providing meals and menus appropriate for the age of the students served and acceptable to students evidenced by a minimum of plate waste and participation levels.
- f. Vendor shall provide to SFA a monthly menu covering the meals to be served for the following month, no later than one (1) week prior to the end of each month.
- g. When requested by the SFA, the Vendor shall provide SFA with sack lunches for field trips. All meals for field trips must meet the appropriate meal pattern requirements.
- h. Vendor shall maintain all necessary records on the nutritional components and quantities of the meals served at the SFA and make said records available for inspection by the SFA, the CDE, and the USDA, upon request.
- i. The vendor shall participate in the parent, teacher, and student advisory board.
- j. The vendor is required to substitute food components of the meal pattern for students with disabilities in accordance with 7 C.F.R. §210.10(m) when the disability restricts their diet and is permitted to make substitutions for students without disabilities when they are unable to eat regular meals because of a medical or special dietary need.

General SFA Responsibilities

- a. The SFA shall approve the menus and recipes for meals and other food to be served or sold to students to ensure compliance with the rules and regulations of the state of California and the United States Department of Agriculture. The SFA must authorize any deviations from the approved menu cycle.
- b. The SFA may request menu changes periodically throughout the Term of the Contract and shall inform the vendor of any adjustments to menus and monitor implementation of adjustments.
- c. The SFA orders meals on a daily basis for each site for each type of meal to be delivered. The SFA can increase or decrease the number of meals ordered or cancel deliveries on a twenty-four hour notice to the vendor.
- d. The SFA shall be responsible for receiving medical statements regarding students' disabilities/special dietary needs and shall ensure the vendor complies with all special dietary accommodation requirements. Substitutions are made on a case-by-case basis and must be supported by a statement of the need for substitutes that includes the recommended alternate foods.

Equipment

- a. The SFA shall provide equipment to hold and serve the meals.
- b. The vendor shall provide written notification to the SFA of any equipment belonging to the vendor within ten days of its placement on SFA premises.
- c. The vendor shall retain title to all vendor-owned property and equipment when placed in service. The vendor shall provide, at no cost to the SFA, complete maintenance, repair, and replacement services for all vendor-owned property and equipment.
- d. Upon expiration or termination of the Contract, it shall be the vendor's responsibility to remove all vendor-owned property and equipment within a timely manner and without damage to SFA facilities.

Packaging Requirements

- a. Hot meal unit—Packaging suitable for maintaining components at temperatures in accordance with state and local health standards. Container and overlay should have an airtight closure, be of non-toxic material, and be capable of withstanding temperatures of 135°F.
- b. Cold meal unit or unnecessary to heat—Container and overlay to be plastic or paper and of non-toxic material.
- c. Sack meals must be in white or brown paper bags or in boxes with enough strength to hold meals without tearing or ripping.
- d. Meals shall be delivered with the following items: condiments, straws for milk, napkins, single service ware, and serving utensils. Vendor shall insert non-food items that are necessary for the meal to be eaten.

Delivery Requirements

- a. Meals must be delivered in accordance with the approved menu cycle.
- b. The vendor shall provide a delivery slip with the date and the number of meals delivered. The SFA authorized representative or his/her designee must sign the delivery slip and verify the condition of the meals received.
- c. Meals must be delivered in closed-topped, sanitary vehicles.
- d. Meals must be delivered in clean, sanitary transporting containers that maintain the proper temperatures of food and are food-grade containers approved by the local or state health departments.
- e. When an emergency prevents the vendor from delivering meals, the vendor shall notify the SFA-authorized representative or his/her designee immediately by phone of the emergency and when the meals will be delivered.
- f. The SFA reserves the right to inspect and determine the quality of food delivered. The SFA may reject and not pay for any meals or components of meals that are unwholesome, judged as poor quality, damaged, incomplete either due to inadequate portion sizes or missing number of meal components, or delivered in unsanitary conditions such as incorrect temperatures.
- g. The SFA will not pay for deliveries made later than the regularly scheduled lunch or breakfast periods as listed on Attachment A, or as otherwise stated in this Contract.
- h. All refrigerated food shall be delivered at an internal temperature of 40°F or below. All frozen food shall be delivered at 0°F or below. Frozen products should show no evidence of thawing and re-freezing, freezer burn, or any off color or odors. All hot food shall be delivered with an internal temperature of 135°F or above.

Attachment A

Schools included in this Bid

*Information below is subject to change

School Site	Address
Lakeside School	14535 Old River Rd., Bakersfield, CA. 93311
Donald E. Suburu School	7315 Harris Rd., Bakersfield, CA. 93311

Exhibit B

Schedule of Fees

The costs included in the Cost per Meal table comprise the fixed price per meal. The fees are agreed upon by both parties and represent allowable food service costs in accordance with 2 *CFR* parts 225 and 230 as applicable.

Cost per Meal

Note: Prices must not include values for USDA Foods and must include all meal programs.

LINE ITEM	UNITS*	RATE	TOTAL
Breakfast	109,186	\$2.35	\$256,588.00
Lunch	213,500	\$3.25	\$693,875.00
TOTAL	322,686		\$950,463.00

*Units to be provided by SFA

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

**KCSOS SERVICE PROVIDER AGREEMENT
(Professional Development)**

This Service Provider Agreement ("Agreement") is between THE KERN COUNTY SUPERINTENDENT OF SCHOOLS, a California public education agency ("Contractor"), and the party whose legal name and status are described in the signature block below ("Principal").

RECITALS

This Agreement is based on the following facts and understandings of the parties:

- A. County Superintendent is qualified and has recent successful experience providing professional development.
- B. The Kern County Superintendent of Schools (KCSOS) Instructional Services Division is uniquely positioned to support the scope of work outlined within this agreement. Through the relationships that have been established with our staff, our first-hand experience working within their unique community, and an extensive understanding of their student achievement data through the Kern Integrated Data System (KIDS), our county office of education is providing a customized professional learning experience for this LEA.
- C. Principal has requested mutually agreed upon professional development training.
- D. This Agreement is intended to be the written agreement between the parties related to the services and/or products to be provided during the referenced term.

TERMS

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

- 1. Scope of Services. The nature and scope of services under this Agreement are set forth in Attachment A and are incorporated by reference into this Agreement.
- 2. Term. The initial term of this Agreement shall begin effective July 1, 2025 and shall end on June 30, 2026. The parties may extend the Agreement beyond its initial term as mutually agreed in writing.
- 3. Price. Contractor shall provide all labor, equipment, materials, and supplies to furnish the services called for under this Agreement in exchange for payment in the amount of **\$9,490.40 (total flat fee)**. Contractor shall be paid for services satisfactorily rendered based upon invoices submitted no more frequently than monthly or **SUPERINTENDENT** is authorized to transfer the amounts for the services from

DISTRICT Account Code: _____


The total amount payable to Contractor under this Agreement shall not exceed \$9,490.40.

- 4. Additional Provisions. The attached additional provisions are part of this Agreement and fully incorporated by reference.

PRINCIPAL

By _____
Entity Name: Lakeside Union School District/Suburu
Entity Type: School District/School
Authorized Signatory Name:
Address: 14535 Old River Road
Bakersfield, CA 93311
Date: _____
Professional Development
KCSOS Ref #23678 cpb

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

By 
Signatory Name: Michael Gumapac
Title: District Fiscal Analyst, Fiscal Support Services
1300 17th Street, Bakersfield, CA 93301
Account Code: 01-709-0000-0-8677.00-0000-2130-00-0000-000
Date: 4/28/25

ADDITIONAL PROVISIONS OF THIS AGREEMENT

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

In the event that any action or proceeding is brought against Principal by reason of any claim or demand discussed in this section, upon notice from Principal, Contractor shall defend the action or proceeding at Contractor's expense through counsel reasonably satisfactory to Principal. The obligation to indemnify set forth in this section shall include reasonable attorney fees and investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand is to be made.

Contractor's obligations under this section shall apply regardless of whether Principal (or any of its officers, employees, trustees, or agents) are actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage determined by an arbitrator or court of competent jurisdiction to be caused solely by the active negligence or willful misconduct of Principal, its officers, employees, trustees, or agents.

6. Insurance Requirements. Contractor shall obtain, pay for, and maintain in effect during the life of this Agreement the following policies 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 (including contractual, products, and completed operations coverages, bodily injury, and property damage liability) with combined single limits not less than \$1,000,000 per occurrence and not less than \$2,000,000 in the aggregate; (2) commercial automobile liability for "any auto" with combined single limits not less than \$1,000,000 per occurrence; (3) professional liability (errors and omissions) with a limit of liability not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law.

Each policy shall contain an endorsement naming Principal as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to Principal at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Nothing in this section concerning minimum insurance requirements shall reduce Contractor's liability or

obligations under the indemnification provisions of this Agreement.

The parties acknowledge that Contractor is permissibly self-insured under California law.

7. Status of Parties. The parties agree that in performing the services specified in this Agreement, Contractor shall act as an independent contractor. Except as specified in this Agreement, Contractor shall determine the means and methods for carrying out the work to achieve the result required by Principal. The parties shall be free to contract for similar services to be performed while under contract with each other. Contractor will not accept such engagements which interfere with performance under this Agreement. Contractor is not entitled to participate in any pension plan, insurance, bonus, or similar benefits Principal provides for its employees.

Any employees or assistants retained by Contractor shall be the responsibility of Contractor and not of Principal. Contractor shall determine the hours during which the services shall be performed and the sequence of tasks.

8. Termination. One party may terminate this Agreement prior to its expiration as follows:

A. If the other party fails to comply with any insurance or indemnification requirements of this Agreement.

B. If the other party commits a material breach of this Agreement and fails to cure the breach within 30 days after written demand.

C. Without cause, on 60 days' written notice, in which case Contractor shall be paid for all services rendered up until the effective date of the notice of termination.

9. Miscellaneous Provisions.

A. Entire Agreement. This Agreement, including any exhibits or schedules to which it refers, constitutes 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.

B. Amendment. The provisions of this Agreement may be modified only by mutual agreement of the parties. No modification shall be binding unless it is in writing and signed by the party against whom enforcement of the modification is sought.

C. Waiver. Any of the terms or conditions of this Agreement may be waived at any time by the party entitled to the benefit of the term or condition, but no such waiver

shall affect or impair the right of the waiving party to require observance, performance, or satisfaction either of that term or condition as it applies on a subsequent occasion or any other term or condition of this Agreement.

D. Assignment. Neither party may assign any rights or benefits or delegate any duties under this Agreement without the written consent of the other party. Any purported assignment without written consent shall be void.

E. Parties in Interest. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action against any party to this Agreement.

F. Severability. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be impaired or invalidated.

G. Governing Law. The rights and obligations of the parties and the interpretation and performance of this Agreement shall be governed by the laws of California, excluding any statute which directs application of the laws of another jurisdiction.

H. Notices. Any notice under this Agreement shall be in writing, and any written notice or other document shall be deemed to have been duly given on the date of personal service on the parties or on the second business day after mailing if the document is mailed by registered or certified mail, addressed to the parties at the addresses listed on the signature page, or at the most recent address specified by the addressee through written notice under this

provision. Failure to conform to the requirement that mailings be registered or certified shall not defeat the effectiveness of notice actually received by the addressee.

I. Authority to Enter into Agreement. Each party to this Agreement represents and warrants that it has the full power and authority to enter into this Agreement and to carry out the transactions contemplated by it, and has taken all action necessary to authorize the execution, delivery, and performance of the Agreement.

J. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Section 1090 and following and 87100 and following of the California Government Code relating to conflict of interest of public officers and employees. Each party represents that it is aware of no financial or economic interest of any officer or employee of Contractor relating to this Agreement.

K. Nondiscrimination. Neither party, nor any officer, agent, employee, or subcontractor of a 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.

L. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if the parties had all signed the same document. All counterparts shall be construed together and shall constitute one agreement.

M. Pupil Safety Requirements. Contractor certifies that neither Contractor nor any of its employees or subcontractors who may come in contact with pupils has been convicted of a felony as defined in Education Code Section 45122.1.

**ATTACHMENT A
SCOPE OF SERVICES
KCSOS SERVICE PROVIDER AGREEMENT
(Professional Development)**

Scope of Work:

- Understand ELA Standards, Identify Priority Standards
- Create ELA Pacing Guides
- Create ELA Assessments

Fiscal:

\$1,500 Full Day x Number of Full Days 2	=	\$	3000.00
\$1,000 Half Day x Number of Half Days 6	=	\$	6000.00

Additional Fees

Mileage 272 x Rate 0.70	=	\$	190.40
Materials	=	\$	300.00

Total Contract Amount (summary of all fees)	=	\$	9490.40
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ATTACHMENT B
KCSOS SERVICE PROVIDER AGREEMENT
()



Company Address 130-A W. Cochran St.
Simi Valley, CA 93065
US

Created Date 5/1/2025
Expiration Date 5/31/2025

Prepared By Blake Holmes
Sales Email blake.holmes@stseducation-us.com
Sales Phone
Fax (888) 801-3381
Bill To Name Lakeside Union School District (CA)
Bill To 14535 OLD RIVER RD
BAKERSFIELD, CA 93311-9756

Quote Number Q-46769
Account Name Lakeside Union School District (CA)
Contact Name Kristi McAdoo
Contact Phone (661) 665-8190 , ext 73903
Contact Email kmcadoo@lakesideusd.org
Ship To Name Lakeside Union School District (CA)
Ship To 14535 Old River Rd
Bakersfield, CA 93311

Quantity	Product Name	Product Description	Sales Price	Calculated Total Price
69	Zoom - Recurring	ZP-USCA-UN-10-1YP Zoom Phone US/Canada Unlimited Calling Named User Annual	\$144.00	\$9,936.00
68	Zoom - Recurring	PAR2-ZPPBX-PRO-1Y Zoom Phone Pro Annual	\$48.00	\$3,264.00
1	Zoom - Recurring	ZP-PRO-PAYG-USG-1-1YP Zoom Phone Pay As You Go - Committed Usage - 1 Year Prepay	\$1,200.00	\$1,200.00
10	Zoom - Recurring	PAR1-BIZ-BASE-NH1Y Zoom One Business Annual	\$219.91	\$2,199.10
1	Zoom - Recurring	PAR1-WEB-500-FL1Y Webinar 500 Annual	\$690.00	\$690.00
1	Zoom - Recurring	TAX-COLLECTION USF telco tax applicable to zoom phone	\$826.60	\$826.60
1	Electronic Delivery	Electronic Delivery	\$0.00	\$0.00

Total Price \$18,115.70
Tax* \$0.00
Grand Total \$18,115.70

We are committed to providing our customers with competitive pricing. Due to dynamic global market conditions, quoted prices may be subject to adjustment prior to order confirmation. Please contact your account representative for the most current pricing information.

*Sales tax is added for quoting purposes; if your organization is exempt from sales tax; please provide your tax exemption certificate. All sales are subject to applicable sales tax at the time of shipment.

Financing options are available with approved credit.

STS Education stands behind the products and services we provide. For more information on our warranties and guarantees, visit: stsed.com/lifetime-parts-warranty/.

<https://www.stseducation-us.com/>



Sales proposal



QUOTE PREPARED FOR
Lakeside Union School District

PREPARED BY
Brian Wiktorski
Account Executive II, Majors
brian.wiktorski@ringcentral.com

Budgetary Quote

Prepared for:

Lakeside Union School District
14535 Old River Rd.
Bakersfield CA 93311
United States

Kristi McAdoo

Technology Coordinator

kmcadoo@lakesideusd.org

(661)831-3503

Quote Name:	Lakeside Union Bakersfield CA 1
Quote Creation Date:	April 18 th , 2025
Quote Expiration Date:	May 18 th , 2025
Estimated Contract Start Date:	May 30 th , 2025
Initial Term:	36 Months
Renewal Term:	36 Months
Currency:	USD
Payment Plan:	Monthly

RingEX™ Services

Recurring Services

Summary of Service	Qty	Rate	Subtotal
DigitalLine Unlimited Standard	43	\$10.35	\$445.05
DigitalLine Basic	3	\$5.85	\$17.55
Digital Line Unlimited* Standard	71	\$8.05	\$571.55
Additional Local Number	1	\$4.99	\$4.99
Yealink T54W Prime Business Phone - DaaS	43	\$2.85	\$122.55
Monthly Recurring Services Total			\$1,161.69

Recurring Fees

Summary of Service	Qty	Rate	Subtotal
e911 Service Fee	117	\$1.00	\$117.00
Compliance and Administrative Cost Recovery Fee	117	\$4.00	\$468.00
Recurring Fees Total			\$585.00
Total Monthly Recurring Services and fees			\$1,746.69

One-Time Items

Summary of Item(s)	Qty	Rate	Subtotal
Yealink T33G Gigabit Business Phone	71	\$0.00	\$0.00



RingCentral Inc., 20 Davis Drive, Belmont, CA 94002, United States

2

CONFIDENTIAL This document contains information that is the confidential and proprietary property of RingCentral. Neither this document nor the information herein may be reproduced, used or distributed to or for the benefit of any third party without the prior written consent of RingCentral or pursuant to a confidentiality agreement. This quote is not binding until accepted in writing by Customer and RingCentral.

One-Time Items

Summary of Item(s)	Qty	Rate	Subtotal
Cisco ATA192 Analog Telephone Adapter	3	\$95.55	\$286.65
Build per Site	1	\$994.00	\$994.00
Build per User	117	\$49.70	\$5,814.90
Training: RingCentral Admin Basics and End User Basics	1	\$560.00	\$560.00
One-Time Items			\$7,655.55
One-Time Items Total			\$7,655.55

Monthly Recurring Services including Fees	\$1,746.69
One-Time Items Total including Fees	\$7,655.55
Total Amount*	\$9,402.24

*Amounts are exclusive of applicable Taxes, Fees, and Shipping Charges.

"RingCentral Office" and "RingCentral MVP" are now "RingEX™". All references to "RingCentral Office" and "RingCentral MVP", whether in the Agreement or its attachments, Order Forms or descriptions, mean "RingEX™".



Since 1910
BAKERSFIELD PLUMBING CO., INC.
4625 District Blvd – Bakersfield, CA 93313
Phone (661) 397-2093 – Fax (661) 397-0345



May 1, 2025

Lakeside Union School District
14535 Old River Rd.
Bakersfield, CA 93311
Phone: (661) 827-7011
Email: tcamp@lakesideusd.org

Re: Change Order @ 14535 Old River Rd. Bakersfield, CA 93311.

Dear Lakeside Union School District,

This change order request contains a quotation for a change to the plumbing bid which is a project or contract between Lakeside Union School District and Bakersfield Plumbing Company Inc. dated 02/12/25.

- 1) **Original Scope:** We will dig up, remove the old septic tank, and haul it away. Once the old one is removed, we will install new poly septic tank with new risers and lids.
- 2) **Proposed Changes: Job scope changed resulting in a price change.** During the excavation process, we identified that the septic tanks are not individual units, but rather a single large septic tank measuring approximately 75 feet in length. As a result, it has become necessary to replace the entire septic system. We will replace the 20,000 gallon concrete septic tank with a new 20,000 gallon poly tank with new risers and manholes. Please note the ETA on parts is the end of June 2025.
- 3) The new contract sum for 14535 Old River Rd. Bakersfield, CA 93311 will be **ONE HUNDRED NINETY EIGHT THOUSAND DOLLARS (\$198,000.00).**
- 4) The project will continue as scheduled upon approval of the change order.

All materials are of the descriptions specified; work will be performed in accordance with standard practice. Any change is subject to material and labor agreement. In the event of such change an equitable adjustment shall be made in price.

This proposal is subject to revocation if not accepted within fifteen (15) days due to changing material and/or labor pricing conditions beyond our control.

If you have any questions or concerns regarding the above-mentioned matter; or if we can be of further service to you, please do not hesitate to contact our office.

Thank you,

Jason Griffith
Field Supervisor
Bakersfield Plumbing Company, Inc.
Phone: (661) 397-2093
License #383310

Authorization of Acceptance: _____
Signature of Authorizing Party

Date

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

INDEPENDENT CONTRACTOR AGREEMENT FOR SPECIAL SERVICES

This Independent Contractor Agreement for Special Services ("Agreement") is made and entered into on August 1, 2024, 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 as the "Contractor" (hereinafter referred to collectively as, "Parties").

RECITALS

WHEREAS, the Contractor desires to provide Program services for the District's students to include literacy and educational activities; and

WHEREAS, the Contractor is a private non-profit organization pursuant to the laws of the State of California

WHEREAS, the District is in need of before and after-school academic enrichment and recreational activities for District students of all ages; and

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

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Contractor shall provide the Program services as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").
2. **Term of Agreement.** This Agreement will commence on August 16, 2024 and will continue of one (1) year or until such time as the District no longer needs Contractor 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. The Contractor agrees to provide before and after school program services beginning the first day of the 2024/2025 school year and until the last day of the 2024/2025 school year.
3. **Program Location.** The Contractor shall provide the Services at the following site (collectively, "District Facilities"):
 - Suburu School 7315 Harris Road Bakersfield, CA 93313
 - Lakeside School 14535 Old River Road Bakersfield, CA 93311

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. **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.

6. **Staffing.** The Contractor shall hire, supervise, train staff members to provide Services under this Agreement as follows:

- **Suburu School** 7315 Harris Road Bakersfield, CA 93313
- **Lakeside School** 14535 Old River Road Bakersfield, CA 93311

For each activity/component, there shall not be more than 15 students for each staff person. 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"**.

7. **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.
8. **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.

9. **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.
10. **District Facility Usage.** The District Facilities to be used are classrooms, the cafeteria, and playground. The Contractor will clean up and return items to their original location at the end of each day. The Contractor will pay a facility use fee in the amount of \$2000 per month to be paid on the first of each month for the length of the contract.
11. **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.
12. **Field Trips.** The Contractor shall sponsor 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 in substantially the form attached hereto as **Exhibit "E"** must be obtained in advanced 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.
13. **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.
14. **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.

15. 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 and provide in 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.

16. 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 program (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

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.

17. Anti-Discrimination (employees). It is the policy of the Contractor that in connection with all work performed under this Agreement, 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).

18. Anti-Discrimination (students). It is the policy of the Contractor that in connection with all work performed under this Agreement there will be no discrimination against any student who participates in the Program based on actual or perceived race or ethnicity, nation 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 Contractor, and require compliance by all its employees and subcontractors.

19. 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.

20. Insurance.

20.1. 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.

20.1.1. 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)

20.1.2. 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 Each Occurrence General Aggregate	 \$5,000 \$2,000,000 \$2,000,000
Automobile Liability Insurance – Any Auto Each Occurrence General Aggregate	 \$2,000,000 \$2,000,000
Workers Compensation	Statutory Limits

20.1.3. 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:

20.1.4. 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, starting date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

20.1.5. 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.

20.1.6. 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 Employers' 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.

20.1.7. All policies shall be written on an occurrence form.

20.2. 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.

21. 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.

22. 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.

23. Compliance With Laws. The Contractor shall observe and comply with all rules and regulations of District's Board and all Federal, State, and local laws, ordinances and regulations. The Contractor shall give all notices required by any law, ordinances and regulation bearing on conduct other Services as indicated or specified. If the Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules or regulations, the Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon the Contractor's receipt of a written termination notice from the District. If the Contractor performs any Services that are in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, the Contractor shall bear all costs arising there from.

24. 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.

25. 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 either 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 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.

- 26. 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.
- 27. 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.
- 28. 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.
- 29. 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.
- 30. 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.
- 31. 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.
- 32. Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.

- 33. 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.
- 34. 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.
- 35. Incorporation of Recitals and Exhibit.** The recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 36. 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.
- 37. 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.
- 38. Termination.**
- 38.1.1. 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.
- 38.1.2. Without Cause By Contractor.** The Contractor may, upon thirty (30) days' written notice, with or without reason, terminate this Agreement. 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.
- 39. 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: Executive Director

**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: 501 C3

95-2462246: 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 site listed in the Agreement from 6:00 am- school start time and the time of student release at approximately 2 p.m. until at least 6 p.m., Monday through Friday except for days such as minimum attendance days and staff development days.
2. Trained, qualified, and supervised 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, which may include fine arts, recreation, physical fitness, student wellness, and prevention activities.

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 FROM 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 of Kern County while participating in the Field Trip, Commencing at the time of departure from school premises until Student returns to his/her home

1. A copy of the discipline code is attached to this Consent and Release Form.
2. 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 Lakeside Union School 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 Club 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 Union School District with the power to secure reasonable medical care under emergency circumstances. Medial 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: _____

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

INDEPENDENT CONTRACTOR AGREEMENT FOR SPECIAL SERVICES

This Independent Contractor Agreement for Special Services ("Agreement") is made and entered into on August 1, 2025, 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 as the "Contractor" (hereinafter referred to collectively as, "Parties".)

RECITALS

WHEREAS, the Contractor desires to provide Program services for the District's students to include literacy and educational activities; and

WHEREAS, the Contractor is a private non-profit organization pursuant to the laws of the State of California

WHEREAS, the District is in need of before and after-school academic enrichment and recreational activities for District students of all ages; and

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

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Contractor shall provide the Program services as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").
2. **Term of Agreement.** This Agreement will commence on August 1, 2025 and will continue of one (1) year or until such time as the District no longer needs Contractor 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. The Contractor agrees to provide before and after school program services beginning the first day of the 2025/2026 school year and until the last day of the 2025/2026 school year.
3. **Program Location.** The Contractor shall provide the Services at the following site (collectively, "District Facilities"):
 - Suburu School 7315 Harris Road Bakersfield, CA 93313
 - Lakeside School 14535 Old River Road Bakersfield, CA 93311

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. **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.

6. **Staffing.** The Contractor shall hire, supervise, train staff members to provide Services under this Agreement as follows:

- **Suburu School** 7315 Harris Road Bakersfield, CA 93313
- **Lakeside School** 14535 Old River Road Bakersfield, CA 93311

For each activity/component, there shall not be more than 15 students for each staff person. 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"**.

7. **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.
8. **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.

9. **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.
10. **District Facility Usage.** The District Facilities to be used are classrooms, the cafeteria, and playground. The Contractor will clean up and return items to their original location at the end of each day. The Contractor will pay a facility use fee in the amount of \$2000 per month to be paid on the first of each month for the length of the contract.
11. **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.
12. **Field Trips.** The Contractor shall sponsor 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 in substantially the form attached hereto as **Exhibit "E"** must be obtained in advanced 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.
13. **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.
14. **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.

15. 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 and provide in 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.

16. 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 program (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

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.

17. Anti-Discrimination (employees). It is the policy of the Contractor that in connection with all work performed under this Agreement, 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).

18. Anti-Discrimination (students). It is the policy of the Contractor that in connection with all work performed under this Agreement there will be no discrimination against any student who participates in the Program based on actual or perceived race or ethnicity, nation 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 Contractor, and require compliance by all its employees and subcontractors.

19. 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.

20. Insurance.

20.1. 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.

20.1.1. 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)

20.1.2. 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 Each Occurrence General Aggregate	 \$5,000 \$2,000,000 \$2,000,000
Automobile Liability Insurance – Any Auto Each Occurrence General Aggregate	 \$2,000,000 \$2,000,000
Workers Compensation	Statutory Limits

20.1.3. 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:

20.1.4. 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, starting date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

20.1.5. 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.

20.1.6. 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 Employers' 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.

20.1.7. All policies shall be written on an occurrence form.

- 20.2. 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.
- 21. 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.
- 22. 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.
- 23. Compliance With Laws.** The Contractor shall observe and comply with all rules and regulations of District's Board and all Federal, State, and local laws, ordinances and regulations. The Contractor shall give all notices required by any law, ordinances and regulation bearing on conduct other Services as indicated or specified. If the Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules or regulations, the Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon the Contractor's receipt of a written termination notice from the District. If the Contractor performs any Services that are in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, the Contractor shall bear all costs arising there from.
- 24. 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.
- 25. 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 either 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 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.

- 26. 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.
- 27. 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.
- 28. 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.
- 29. 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.
- 30. 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.
- 31. 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.
- 32. Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.

33. **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.
34. **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.
35. **Incorporation of Recitals and Exhibit.** The recitals and each exhibit attached hereto are hereby incorporated herein by reference.
36. **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.
37. **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.
38. **Termination.**
- 38.1.1. **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.
- 38.1.2. **Without Cause By Contractor.** The Contractor may, upon thirty (30) days' written notice, with or without reason, terminate this Agreement. 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.
39. **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: Executive Director

**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: 501 C3

95-2462246: 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 site listed in the Agreement from 6:00 am- school start time and the time of student release at approximately 2 p.m. until at least 6 p.m., Monday through Friday except for days such as minimum attendance days and staff development days.
2. Trained, qualified, and supervised 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, which may include fine arts, recreation, physical fitness, student wellness, and prevention activities.

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 FROM 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 responsibility 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 of Kern County while participating in the Field Trip, Commencing at the time of departure from school premises until Student returns to his/her home

1. A copy of the discipline code is attached to this Consent and Release Form.
2. 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 Lakeside Union School 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 Club 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 Union School District with the power to secure reasonable medical care under emergency circumstances. Medial 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: _____



April 25, 2025 (Update)

April 3, 2025

Lakeside Union School District

Attn: Ty Bryson Email: tbryson@lakesideusd.org

The following proposal is based on the Willscot Piggyback 2025 Contract Bid SSPU #40-05/2024-25 with Savanna School District, as proposed below.

Five Year Lease (60 Months) Proposal for Straight Lease of (8) Refurbished 24' x 40' Classrooms & (2) NEW 12'x40' B/G/S/S Restroom to be located at Lakeside School.

Item I - Monthly Lease of (1) Each 24' x 40' Classroom Standard Wood Foundation & Standard Metal Ramp – Landing System.

- | | | |
|----|---|-----------|
| a) | 24'x40' Classroom Monthly Lease. (Item A-12) ** | \$ 900.00 |
| b) | Ramp & Landing, Monthly Lease. (Item 354) | \$ 300.00 |

24'x40' Monthly Lease (Each) \$1,200.00

Item I-A - (1) 24'X40' Classroom One Time Charge for D-I-D-R.

- | | | |
|----|-----------------------------|-------------|
| a) | Delivery (Item 421 x2) ** | \$ 2,795.00 |
| b) | Installation (Item A-2a) ** | \$ 6,750.00 |
| c) | Dismantle. (Item A-2B) ** | \$ 4,900.00 |
| d) | Return. (Item 421 x2) ** | \$ 2,795.00 |

24'x40' Delivery and Installation (Each) \$ 9,545.00

24'x40' Tear Down and Removal (Each) \$ 7,695.00

Item II - Monthly Lease of (1) Each NEW 12' x 40' Restroom (B/G/S/S) Standard Wood Foundation & Standard Metal Ramp – Landing System.

- | | | |
|----|---|------------|
| a) | 12'x40' Restroom, Monthly Lease. (Item X-98) ** | \$3,500.00 |
| b) | Ramp & Landing, Monthly Lease. (Item 358) ** | \$ 400.00 |

12'x40' Monthly Lease (Each) \$3,900.00



Item II-A - (1) 12'X40' Restroom One Time Charge for D-I-D-R.

a)	Delivery. (Item 421 x2) (Includes ramp landing system)**	\$ 2,795.00
b)	Installation. (Item X-88A)**	\$10,700.00
c)	Dismantle. (Item X-88B) **	\$ 4,900.00
d)	Return. (Item 421 x2) (Includes ramp landing system)**	\$ 2,795.00

12'x40' Delivery and Installation (Each) \$13,495.00

12'x40' Tear Down and Removal (Each) \$ 7,695.00

Item III – Project Totals for (8) Refurbished 24' x 40' Classrooms & (2) NEW 12'x40' B/G/S/S Restroom to be located at Lakeside School for 60 months.

a)	(8) Classrooms – (2) Restroom, Monthly Lease	\$ 17,400.00
b)	Delivery & Installation (Due at delivery & Installation).	\$103,350.00
c)	Dismantle and Return. (Due when buildings returned).	\$ 76,950.00

General Note: Lease payments are monthly (annual available) and will be invoiced along with delivery, installation prior to the scheduled deliveries, as applicable, and due upon completion of installations.
New Lease Agreements will be provided for signature. Proof of Insurance must be received prior to the start of delivery and installation at new site.

Estimated Lease start date is December 20th, 2025, as applicable.

Special Note: Prices designated with **, includes new customer and 60-month term discounts.

Item IV – Estimated 2025 Critical Path Schedule

- 4-30-2025 - Receipt of Executed Proposal.
- May 2025 - AOR receives DSA site and submits WS drawing packages as CCD.
- Summer 2025 - Manufacture NEW restroom begins.
- Fall 2025 Classroom preparation begins.
- Mid November 2025 - All buildings ready for delivery.
- Early December 2025 – Start delivery and Installation.

(Actual start of delivery TBD, based on site readiness and review)



Item V– Inclusions

- Standard continuous delivery and installation of all buildings. (Based on a minimum 2' separation between classrooms & 5' between restrooms)
- Prevailing wage site labor rates. (Williams Scotsman and their sub-contractors are registered with the DIR) Standard work week hours. (Monday – Friday)
- DSA Stockpile approved drawings (As applicable) to Architect for DSA relocation to site submittal and approval.
- Standard DSA wood foundation system.
- Standard DSA landing and ramp. (Per stockpile drawing)
- Standard wall mount HVAC. (Classroom only)
- NEW sheet vinyl with base for restroom.
- Paint interior vinyl gyp walls per district provided paint color /swatch.
- Installation Labor only to install district supplied carpet tiles and base for all classrooms (Warranty NIC)
- Standard DSA door hardware. (Per code)
- Door location for classrooms per AOR received site plan. (Restroom per floor plan)

Note: All building hardware, lights, electrical, exterior colors are per Williams Scotsman standards and actual stockpile approved drawings.

Item VI – Exclusions

- AOR / DSA submittal, and final site & building approval.
- On site DSA Inspection's and fees. (As applicable)
- PLA, PSA, or skilled & trained workforce labor compliance agreements.
- Weekend, Holiday, or non-standard work hours – All work and trades, other than building delivery.
- Unknown Crane, Shuttle, Rolling, Reverse, Side unload or special unloading of modules. (If required due to poor site access for trucking and normal delivery to building pad)
- Unknown City Permits, Pilot Cars, Traffic Control. (If required at time of permit application for route approval)
- Access in-out of site for all equipment, trucking & workers.
- Level asphalt or dirt pad for building with no more than 6" diagonal fall from front to rear of classroom building, starting at the front corner opposite the door, based on existing wood foundation plan requirements for minimum and maximum foundation heights.
- Any/all ramping or landings extensions, if required as applicable for building entry based on site pad preparation, slope, or grade transition at end of ramp..
- Foundation modifications required due to levelness of site pad and direction of slope.
- Verification of site pad elevations and marking location of building corners prior to delivery.
- Any additional cost related to site delays, pad elevations or readiness of site to receive buildings and start installation.
- Custom installation of wood foundation due to access between buildings or pad type other than dirt or asphalt.
- Filler panels between buildings.
- Connection of site utilities, FA & low voltage systems.



- Low voltage systems, components, wire, lighting control and programming. (Including fire alarm)
- Cabinetry, plumbing, interior walls & doors, restroom or building signage.(classrooms)
- Installation performance or payment bonds. (optional)
- Remobilization due to site contractor delays of pad and building areas.
- Fire sprinklers or rated building. (If required)
- Site wind or roof load design requirements exceeding stock modular standard wind - roof load per the DSA approved stockpile drawings of the stock classrooms selected for this project.
- WUI compliant buildings. (If required)
- Anything not specifically included is excluded.

If the above is acceptable, please execute below and return by 4-30-2025, to lock in the 2025 critical path schedule and pricing as outlined.

Sincerely,

ACCEPTED _____ DATE _____

Williams Scotsman Inc.

BY _____

Daniel Young

TITLE _____

Daniel Young,

Product Sales Manager.

Lou Menezes

Lou Menezes,

Strategic Account Manager, CA Education.

Jeremy Goldenetz

Jeremy Goldenetz,

Director Of Business Development, CA Education.

PROPOSAL

Date	Estimate #
4/28/2025	5013

Customer
Lakeside Union School District 14535 Old River Rd. Bakersfield, CA 93311

Project		
Lakeside Concrete Flatworkk		
Qty	Rate	Total
	13,923.00	13,923.00
Total		\$13,923.00

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. Ken Smith Construction is authorized to do the work as specified.

DATE: _____ SIGNATURE: _____

Printed Name: _____ Title: _____

Once signed, please send the accepted proposal to ken@kwsmithco.com or fax to 702-974-1774. Thank you for your business!

PROPOSAL

Date	Estimate #
4/28/2025	5013

Customer
Lakeside Union School District 14535 Old River Rd. Bakersfield, CA 93311

[illegible]

The above prices, specifications and conditions are satisfactory and are hereby accepted, Ken Smith Construction is authorized to do the work as specified.

DATE: _____ SIGNATURE: _____

Printed Name: _____ Title: _____

Once signed, please send the accepted proposal to ken@kwsmitheo.com or fax to 702-974-1774. Thank you for your business!

L&M Contractors Inc.

6122 Potenza Ln
Bakersfield, CA 93308
6619002673
estimating@lmcontractorsinc.com



Proposal

ADDRESS

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

PROPOSAL # 1491

DATE 04/28/2025

EXPIRATION DATE 05/28/2025

PROJECT ADDRESS

14535 Old River Road

DESCRIPTION

AMOUNT

CLASSROOM SIDEWALKS

11,430.00

Supply labor and materials to grade for new sidewalks. Set and pour 4" sidewalks with #3 rebar 2' on center each way, expansion, and caulking.

TOTAL

\$11,430.00

Accepted By

Accepted Date

***All labor is priced at current state prevailing wage rates.

***In compliance with AB 219.

*** Work is to be completed during normal business hours.

Items NOT included in this proposal unless stated above:

AC Patching, Saw Cutting, Grading, Demo, Survey, Soil Compaction, Testing Fees, Permits/Connection Fees, Construction Water, and Overtime.



April 25, 2025 (Update)

April 3, 2025

Lakeside Union School District

Attn: Ty Bryson Email: tbryson@lakesideusd.org

The following proposal is based on the Willscot Piggyback 2025 Contract Bid SSPU #40-05/2024-25 with Savanna School District, as proposed below.

Five Year Lease (60 Months) Proposal for Straight Lease of (7) Refurbished 24' x 40' Classrooms & (1) NEW 12'x40' B/G/S/S Restroom to be located at Suburu E.S.

Item I - Monthly Lease of (1) Each 24' x 40' Classroom Standard Wood Foundation & Standard Metal Ramp – Landing System.

- | | | |
|----|---|-----------|
| a) | 24'x40' Classroom Monthly Lease. (Item A-12) ** | \$ 900.00 |
| b) | Ramp & Landing, Monthly Lease. (Item 354) | \$ 300.00 |

24'x40' Monthly Lease (Each) \$1,200.00

Item I-A - (1) 24'X40' Classroom One Time Charge for D-I-D-R.

- | | | |
|----|-----------------------------|-------------|
| a) | Delivery (Item 421 x2) ** | \$ 2,795.00 |
| b) | Installation (Item A-2a) ** | \$ 6,750.00 |
| c) | Dismantle. (Item A-2B) ** | \$ 4,900.00 |
| d) | Return. (Item 421 x2) ** | \$ 2,795.00 |

24'x40' Delivery and Installation (Each) \$ 9,545.00

24'x40' Tear Down and Removal (Each) \$ 7,695.00

Item II - Monthly Lease of (1) Each NEW 12' x 40' Restroom (B/G/S/S) Standard Wood Foundation & Standard Metal Ramp – Landing System.

- | | | |
|----|---|------------|
| a) | 12'x40' Restroom, Monthly Lease. (Item X-98) ** | \$3,500.00 |
| b) | Ramp & Landing, Monthly Lease. (Item 358) ** | \$ 400.00 |

12'x40' Monthly Lease (Each) \$3,900.0



Item II-A - (1) 12'X40' Restroom One Time Charge for D-I-D-R.

a)	Delivery. (Item 421 x2) (Includes ramp landing system)**	\$ 2,795.00
b)	Installation. (Item X-88A)**	\$10,700.00
c)	Dismantle. (Item X-88B) **	\$ 4,900.00
d)	Return. (Item 421 x2) (Includes ramp landing system)**	\$ 2,795.00

12'x40' Delivery and Installation (Each) \$13,495.00

12'x40' Tear Down and Removal (Each) \$ 7,695.00

Item III – Project Totals for (7) Refurbished 24' x 40' Classrooms & (1) NEW 12'x40' B/G/S/S Restroom to be located at Suburu E.S. for 60 months.

a)	(7) Classrooms – (1) Restroom, Monthly Lease	\$12,300.00
b)	Delivery & Installation (Due at delivery & Installation).	\$80,310.00
c)	Dismantle and Return. (Due when buildings returned).	\$61,560.00

General Note: Lease payments are monthly (annual available) and will be invoiced along with delivery, installation prior to the scheduled deliveries, as applicable, and due upon completion of installations.
New Lease Agreements will be provided for signature. Proof of Insurance must be received prior to the start of delivery and installation at new site.

Estimated Lease start date is December 20th, 2025, as applicable.

Special Note: Prices designated with **, includes new customer and 60-month term discounts.

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- Prevailing wage site labor rates. (Williams Scotsman and their sub-contractors are registered with the DIR) Standard work week hours. (Monday – Friday)
- DSA Stockpile approved drawings (As applicable) to Architect for DSA relocation to site submittal and approval.
- Standard DSA wood foundation system.
- Standard DSA landing and ramp. (Per stockpile drawing)
- Standard wall mount HVAC. (Classroom only)
- NEW sheet vinyl with base for restroom.
- Paint interior vinyl gyp walls per district provided paint color /swatch.
- Installation Labor only to install district supplied carpet tiles and base for all classrooms (Warranty NIC)
- Standard DSA door hardware. (Per code)
- Door location for classrooms per AOR received site plan. (Restroom per floor plan)

Note: All building hardware, lights, electrical, exterior colors are per Williams Scotsman standards and actual stockpile approved drawings.

Item VI – Exclusions

- AOR / DSA submittal, and final site & building approval.
- On site DSA Inspection's and fees. (As applicable)
- PLA, PSA, or skilled & trained workforce labor compliance agreements.
- Weekend, Holiday, or non-standard work hours – All work and trades, other than building delivery.
- Unknown Crane, Shuttle, Rolling, Reverse, Side unload or special unloading of modules. (If required due to poor site access for trucking and normal delivery to building pad)
- Unknown City Permits, Pilot Cars, Traffic Control.
(If required at time of permit application for route approval)
- Access in-out of site for all equipment, trucking & workers.
- Level asphalt or dirt pad for building with no more than 6" diagonal fall from front to rear of classroom building, starting at the front corner opposite the door, based on existing wood foundation plan requirements for minimum and maximum foundation heights.
- Any/all ramping or landings extensions, if required as applicable for building entry based on site pad preparation, slope, or grade transition at end of ramp...
- Foundation modifications required due to levelness of site pad and direction of slope.
- Verification of site pad elevations and marking location of building corners prior to delivery.
- Any additional cost related to site delays, pad elevations or readiness of site to receive buildings and start installation.
- Custom installation of wood foundation due to access between buildings or pad type other than dirt or asphalt.
- Filler panels between buildings.
- Connection of site utilities, FA & low voltage systems.



- Low voltage systems, components, wire, lighting control and programming. (Including fire alarm)
- Cabinetry, plumbing, interior walls & doors, restroom or building signage.(classrooms)
- Installation performance or payment bonds. (optional)
- Remobilization due to site contractor delays of pad and building areas.
- Fire sprinklers or rated building. (If required)
- Site wind or roof load design requirements exceeding stock modular standard wind - roof load per the DSA approved stockpile drawings of the stock classrooms selected for this project.
- WUI compliant buildings. (If required)
- Anything not specifically included is excluded.

If the above is acceptable, please execute below and return by 4-30-2025, to lock in the 2025 critical path schedule and pricing as outlined.

Sincerely,

Williams Scotsman Inc.

Daniel Young

Daniel Young,
Product Sales Manager.

Lou Menezes

Lou Menezes,
Strategic Account Manager, CA Education.

Jeremy Goldenetz

Jeremy Goldenetz,
Director Of Business Development, CA Education.

ACCEPTED _____ DATE _____

BY _____

TITLE _____

PROPOSAL

Date	Estimate #
4/28/2025	5013

Customer
Lakeside Union School District 14535 Old River Rd. Bakersfield, CA 93311

Project		
Lakeside Concrete Flatworkk		
Qty	Rate	Total
	13,923.00	13,923.00
Total		\$13,923.00

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. Ken Smith Construction is authorized to do the work as specified.

DATE: _____ SIGNATURE: _____

Printed Name: _____ Title: _____

Once signed, please send the accepted proposal to ken@kwsmlthco.com or fax to 702-974-1774. Thank you for your business!

PROPOSAL

Date	Estimate #
4/28/2025	5013

Customer
Lakeside Union School District 14535 Old River Rd. Bakersfield, CA 93311

Project		
Lakeside Concrete Flatworkk		
Qty	Rate	Total
	13,923.00	13,923.00
Total		\$13,923.00

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. Ken Smith Construction is authorized to do the work as specified.

DATE: _____ SIGNATURE: _____

Printed Name: _____ Title: _____

Once signed, please send the accepted proposal to ken@kwsmithco.com or fax to 702-974-1774. Thank you for your business!

L&M Contractors Inc.

6122 Potenza Ln

Bakersfield, CA 93308

6619002673

estimating@lmcontractorsinc.com



Proposal

ADDRESS

Lakeside Union School District

14535 Old River Road

Bakersfield, CA 93311

PROPOSAL # 1491**DATE** 04/28/2025**EXPIRATION DATE** 05/28/2025**PROJECT ADDRESS**

14535 Old River Road

DESCRIPTION**AMOUNT****CLASSROOM SIDEWALKS**

11,430.00

Supply labor and materials to grade for new sidewalks. Set and pour 4" sidewalks with #3 rebar 2' on center each way, expansion, and caulking.

TOTAL**\$11,430.00**

Accepted By

Accepted Date

***All labor is priced at current state prevailing wage rates.

***In compliance with AB 219.

*** Work is to be completed during normal business hours.

Items NOT included in this proposal unless stated above:

AC Patching, Saw Cutting, Grading, Demo, Survey, Soil Compaction, Testing Fees, Permits/Connection Fees, Construction Water, and Overtime.



License No. 588701
DIR No. 1000001110

PROPOSAL

APPROVED PROPOSAL

CUSTOMER:

Lakeside Jr High School
14535 Old River Rd
Bakersfield CA 93311

PROJECT: Canopy Flatwork
14535 Old River Rd
Bakersfield CA

PROPOSAL DATE: 04/24/2025

PROPOSAL NO.: 10243

Canopy Flatwork & dry well

15,800.00

Supply labor and materials to:

Grade set and pour approximately 1112 s.f. of concrete around existing Canopy.

Set all lumber and forms. Pour all concrete with a 3000 psi mix.

Install all hand joints and finish concrete with a broom finish.

Dig and install Dry well approximately 6 to 8' deepx 2' with metal top grate.

TOTAL PROPOSAL:

15,800.00

Notes:

Excludes the following, unless noted above:

Bonds, permits, Creteseal, surveying, testing, pest & termite control, vegetation control, demo, dust control, all structural compaction, all framing layout of shear bolts and hold downs, all washers, caulking of slab joints and exterior concrete joints, backfilling behind curbs, traffic control and all lane closures. Due to our climate, minimal cold and hot weather concreting measures are included. All spoils to be stock piled on site. All grades to be within 1/2 to 1/10th. All rebar prices good for 30 days.

PROPOSAL ACCEPTANCE:

By signing below, I/we agree to pay Terry Bedford Concrete Construction, Inc. the specified amount in exchange for the work described in this proposal only. Any changes must be made in writing and authorized by both parties.

Lakeside Jr High School

Signature

Customer/Property Owner

Date

13109 Hageman Frontage Road, Bakersfield, CA 93314
Phone 661.589.0674 Fax 661.589.1778

PROPOSAL

Date	Estimate #
4/28/2025	5014

Customer
Lakeside Union School District 14535 Old River Rd. Bakersfield, CA 93311

	Project		
	Lakeside Concrete Flatworkk		
Description	Qty	Rate	Total
Lakeside School Concrete Flatwork Attn: Tristin Camp			
Option #2 - Shade Structure Concrete Expansion		21,784.00	21,784.00
Clarification: Use onsite fill if needed New fill compaction 90%			
	</		

The above prices, specifications and conditions are satisfactory and are hereby accepted. Ken Smith Construction is authorized to do the work as specified.

Once signed, please send the accepted proposal to ken@kwsmithco.com or fax to 702-974-1774. Thank you for your business!



License No. 588701
DIR No. 1000001110

PROPOSAL

APPROVED PROPOSAL

CUSTOMER:

Lakeside Jr High School
14535 Old River Rd
Bakersfield CA 93311

PROJECT: Southside Concrete paving
14535 Old River Rd
Bakersfield CA

PROPOSAL DATE: 05/06/2025

PROPOSAL NO.: 10248

Southside Concrete Paving

41,250.00

Supply labor and materials to:
Demo area approximately 130 s.f
Grade set and pour approximately 4800 s.f of sidewalk paving.
Install #3 rebar 24" o.c. with rebar dowels in existing concrete.
Set all lumber and forms, pour all concrete with 3000 psi mix.
Install all joints and finish all concrete with a broom finish.

TOTAL PROPOSAL:

41,250.00

Notes:

Excludes the following, unless noted above:

Bonds, permits, Creteseal, surveying, testing, pest & termite control, vegetation control, demo, dust control, all structural compaction, all framing layout of shear bolts and hold downs, all washers, caulking of slab joints and exterior concrete joints, backfilling behind curbs, traffic control and all lane closures. Due to our climate, minimal cold and hot weather concreting measures are included. All spoils to be stock piled on site. All grades to be within 1/2 to 1/10th. All rebar prices good for 30 days.

PROPOSAL ACCEPTANCE:

By signing below, I/we agree to pay Terry Bedford Concrete Construction, Inc. the specified amount in exchange for the work described in this proposal only. Any changes must be made in writing and authorized by both parties.

Lakeside Jr High School

Signature

Customer/Property Owner

Date

13109 Hageman Frontage Road, Bakersfield, CA 93314
Phone 661.589.0674 Fax 661.589.1778

PROPOSAL

Date	Estimate #
4/28/2025	5015

Customer
Lakeside Union School District 14535 Old River Rd. Bakersfield, CA 93311

Project	
Lakeside Concrete Flatworkk	
Description	Qty Rate Total
Lakeside School Concrete Flatwork Attn: Tristin Camp	
Option #3 - South Yard Walkway	77,500.00 77,500.00
Clarification: Use onsite fill if needed New fill compaction 90%	
Total \$77,500.00	

The above prices, specifications and conditions are satisfactory and are hereby accepted. Ken Smith Construction is authorized to do the work as specified.

DATE: _____ SIGNATURE: _____

Printed Name: _____ Title: _____

Once signed, please send the accepted proposal to ken@kwsmithco.com or fax to 702-974-1774. Thank you for your business!

L&M Contractors Inc.
6122 Potenza Ln
Bakersfield, CA 93308
6619002673



Proposal

ADDRESS

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

PROPOSAL # 1492

DATE 05/08/2025

EXPIRATION DATE 06/08/2025

PROJECT ADDRESS

14535 Old River Road

PROJECT

1492 - Lakeside ES Flatwork

DESCRIPTION

AMOUNT

FLATWORK @ SOUTH SIDE OF SCHOOL

71,994.00

Supply labor and materials to grade area for new 4" thick flatwork, approximately 6,132 SF. Set and pour 4" flatwork with #3 rebar at 2' on center each way, expansion, and caulking.

TOTAL

\$71,994.00

Accepted By

Accepted Date

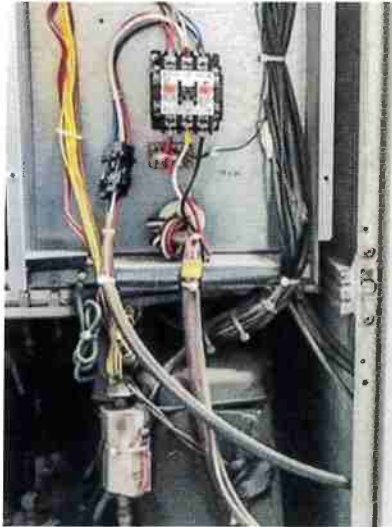
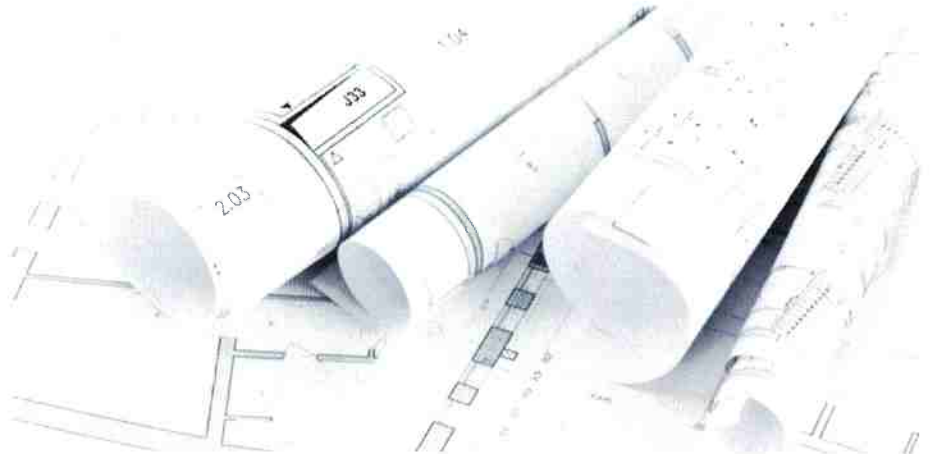
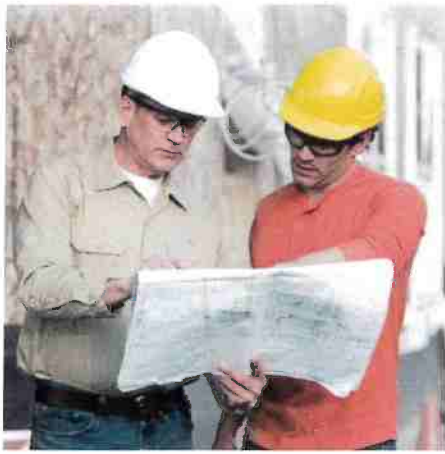
***All labor is priced at current state prevailing wage rates.

***In compliance with AB 219.

*** Work is to be completed during normal business hours.

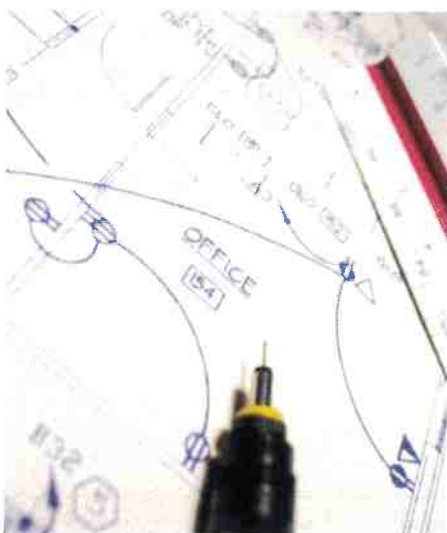
Items NOT included in this proposal unless stated above:

AC Patching, Saw Cutting, Grading, Demo, Survey, Soil Compaction, Testing Fees, Permits/Connection Fees, Construction Water, and Overtime.



PLC SYSTEM SERVICES

PLC MAINTENANCE



**Thank you for giving PLC the
opportunity to offer our
Maintenance Proposal and
HVAC Services.**

www.plcsystemservices.com



AIR CONDITIONING SERVICE CONTRACT FOR LAKESIDE SCHOOL DISTRICT

Site Location:
Lakeside Elementary
14535 Old River Road
Bakersfield, CA 93311

Donald E. Subaru School
7315 Harris Road
Bakersfield, CA 93313

Thank you for the opportunity to submit our project proposal for the above referenced building. Under the PLC Maintenance Program, we will implement a planned schedule of HVAC system inspections and maintenance services as described in this proposal. As an overview, Our experience in building, commissioning and maintaining HVAC and Control systems benefit facilities by:

- *Helping HVAC systems to continue running per manufacturer design specs*
- *Helping HVAC systems to continue providing proper conditions for building occupants, data systems and process*
- *Minimizing facility downtime and service call costs due to untimely equipment breakdowns*
- *Reducing costs by maintaining the energy efficiency of your systems*
- *Extending equipment life*
- *CARRIER Factory Authorized Dealer*
- *Highly trained and skilled technicians*

By selecting PLC System Services, you will employ the capabilities of our dedicated HVAC Service, Controls, Projects, and Electrical Teams. With highly skilled field service technicians and dedicated in-house resources such as Design, Sheetmetal and Piping PLC has the resources for all your HVAC needs.

An added benefit of the PLC Maintenance Program is the response time provided to contract customers in the case of HVAC system emergencies. Our response time is 2 hours or less since we are centrally located.

If you have any questions or require additional information, please feel free to contact us. We will be happy to help in any way we can.

Below we have listed Equipment to be maintained along with the detailed scope of work to be done.

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Quarterly Maintenance Includes:

- o 1-Heating Comprehensive With Filter Replacement
- o 1-Cooling Comprehensive With Filter Replacement
- o 2-Operational with Filter Replacement

Preventative Maintenance Contract Includes:

Pre-Season startup of heating system.

Pre-Season startup of cooling system.

Replacement of dirty air filters and replace with new minimum Standard **MERV-8** pleated air filters.

- o Remove and dispose of dirty filters from job site.
- o Check Belts(***Replacement of Belts Not Included***)
- o Cooling system comprehensive service
- o Heating system comprehensive service
- o Operational Service Visit

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Equipment List For Lakeside Elementary School:

Building 100

- 21-Gas Package A/C Units

Building 200

- 3-Gas Package A/C Units

Building 300

- 4-Gas Package A/C Units

Building 900

- 5-Wall Mount Heat Pumps

Cafeteria

- 1-Gas Package A/C Unit

New District Services Office Building

- 3- Wall Mounts

Gym

- 4-Swamp Coolers (**Once a year**)

Kitchen

- 1-Gas Package A/C Unit

Nurses Office

- 1-Gas Package A/C Unit

Band Room

- 3- Gas Package A/C Unit

Superintendent Office

- 1-Wall Mount Heat Pump

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Auditorium Unit

- 1-Addison Unit

New 900 Portables

- 5- Wall Mounts

Equipment List For Donald E. Subaru School:

Plant

- 1-Chiller
- 1-Boiler
- 3-pumps

Building 100

- 2-Wall Mount Heat Pumps

Building 200

- 6-Fan Coils

Building 300

- 8-Fan Coils

Building 400

- 6-Wall Mount Heat Pumps

Building 500

- 8-Fan Coils

Building 600

- 3-Air Handlers
- 2-Fan Coils

Building 700

- 6-Wall Mount Heat Pumps

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Building 800

- 10-Wall Mount Heat Pumps

Building 900

- 3-Wall Mount Heat Pumps

Preventative Maintenance Contract Includes:

(Gas Package/Wall mount/Fan coil), Cooling/Gas or Electric Heating

Pre-Season startup of heating system.

Pre-Season startup of cooling system.

Replacement of dirty air filters and replace with new pleated air filters.

- o Remove and Dispose if dirty filters from Job site.
- o Cooling system comprehensive service
- o Heating System comprehensive service

(Boiler)

- o Pre-Season startup of heating
- o Replace/Clean inlet filter
- o Heating System Comprehensive service
- o Log operations

(Chiller)

- o Pre-Season start up of cooling system
- o Cooling system comprehensive service
- o Log operations

(Pumps)

- o Pre-Season startup
- o Lubricate bearings
- o Test pressures
- o Test motor operations

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- o Meg windings
- o Log operations

- o **Condenser Coil Cleaning**

- o Rinse condenser coil(s) thoroughly. (This will be done annually. Coil will be chemically cleaned and power washed as needed).
 - o Blockages in condensate lines will be removed by Nitrogen/CO2 in order to clear HVAC equipment as needed.

- o **Cooling System Comprehensive**

- o Inspection of control panel and all electrical components.
 - o Electrical Disconnect Box- inspect for proper rating and safe installation
Inspection of safety components.
 - o Check and tighten electrical connections.
 - o Check and clean cooling fan intake as needed.
 - o Check supply & return temperatures (helps to determine proper air flow and refrigerant).
 - o Check Evaporator coil(s).
 - o Check condenser coil(s) condition.
 - o Check all appropriate fan motors and blades.
 - o Lubricate blower fan and motor bearings as needed.
 - o Inspect tension and adjust alignment and wear of pulleys and fan belts as needed
 - o Check condensate pan and drain line.
 - o Check for refrigerant and/or oil leaks.
 - o Check for Moisture indicators.
 - o Check regulated valve operations.
 - o Check overall condition of unit.

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o Heating System Comprehensive

- o Carbon Monoxide- Test air flow duct system for dangerous Carbon Monoxide
- o Furnace- Inspect for Combustible material
- o Igniting System- Test for safe operation
- o Exhaust System- Test for proper venting
- o Measure Supply/Return Temperature Differential
- o Safety and Control Circuits
- o Inspect and adjust fan belt tension (if applicable)
- o Lubricate and Clean blower motor fan vents
- o Furnace Burner- Clean and Inspect(brush and vacuum)
- o Heat Exchangers- Clean and Inspect(brush and vacuum)
- o Clean and check Exterior Furnace
- o Gas Pressure- Measure and adjust for peak efficiency
- o Lubricate all parts per Manufacture specs
- o Blower Motor- Measure Amperage and Voltage
- o Electrical Wiring- Inspect and Tighten Connections
- o Combustion Vents- Clean and Inspect (Upper and Lower)
- o Inspect Heat Exchanger
- o Check for Natural Gas Leaks

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Exclusions:

- Water supply and drain piping beyond the covered equipment.
- Cabinet's hardware and gaskets.
- Electrical service beyond the disconnect switch of the covered equipment.
- Relocation of any covered equipment.
- Belts.
- Any repairs due to freezing.
- Equipment replacement and/or system modification.
- Any filters that are not built-in directly to RTU equipment.
- Any additional filtration for surgical rooms will be at additional cost and replaced if needed and upon approval.
- Any additional work necessary due to enforcement of Governmental codes.
- Water treatment for water circulation or re-circulating system.
- Any necessary work due to corrosive or erosive actions of all liquids and gases upon equipment to be serviced.
- Identification detection, abatement, encapsulation or removal of asbestos or products or material containing asbestos or other hazardous materials. Replacement parts, belts, -materials, and shop repairs are not included.
- All repairs will go through appropriate management.

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Labor rates and Rates for Emergency Calls Outside of Contract Coverage:

Regular Labor rate shall be billed at \$120.00 per hour. The agreement includes service calls made 8:00 a.m. to 4:30 p.m. Monday through Friday, including travel times. After hour service calls will be billed at 1.5 times the regular labor rate. All major Holiday service calls will be billed at double time.

Coverage:

This agreement assumes the systems to be covered are in maintainable condition. If repairs are found necessary upon initial inspection or at time of start-up, repair will be submitted in writing for approval. **"NO" Repairs will be made without customer approval.**

It is understood that the repair, replacement and emergency service provisions apply only to the systems and equipment covered by this agreement. Labor and materials for the repair or replacement of duct work, piping, shell and tube (for boilers, evaporator, condenser, and chillers), unit cabinets, boiler refractory material, heat exchanger, pumps, insulating material, electrical material, compressors, shaft/bearing, coil cleaning, hydraulic and pneumatic piping, structural supports, and other non-moving parts are not included under this agreement

If the system or any equipment component is altered, modified, changed or moved, this agreement may be terminated.

Plan Details: This Service/Maintenance Plan is available for businesses located in Bakersfield, CA. The Customer's Equipment (as defined below) is used primarily for business purposes. All Equipment must meet state and local installation codes. Coverage under this Plan will commence (10) days after execution of this agreement by the Customer, and will continue for a One (1) year period subject to conditions upon renewal. Contract will automatically renew at the expiration of the contract period, unless the Customer serves written notice of cancellation. Contract price may increase by Five Percent (5%) after the ending of the First year of completed contract. The Equipment must be in good operating condition on the day the Plan takes effect. The Plan does not cover pre-existing conditions. PLC System Services DBA PLC Mechanical Systems reserves the right to make an on-site inspection of the Equipment before accepting the Equipment for coverage under the Plan. Heating and Cooling Plans have an unlimited amount of service calls per year. A PLC technician will be responsible for handling your covered repair. If we replace a covered part during a covered period of this Plan that fails within one year from the date of installation as a result of being defective or due to improper installation, you must call 661-706-8717 within 30 days of the failure, and we will provide a one-time replacement an at no

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charge to you. You may choose to cancel your Plan at any time. PLC System Services DBA PLC Mechanical Systems is an independent, private company providing HVAC repairs, maintenance and emergency services and protection solutions to businesses throughout Kern County.

We propose to furnish material and labor for Lakeside Elementary School and Donald E. Subaru School, complete in accordance with the above specifications with a minimum of standard MERV-8 pleated air filters for the Quarterly Preventative Maintenance for the sum of:

Thirty-Five Thousand, Four Hundred Seventeen Dollars and Zero Cents (\$35,417.00) Per Year

Bi-Annual Payments to be made as follows: *This is a One (1) year contract, payable in Four (4) equal payments in the amount of Eight Thousand, Eight Hundred Fifty-Four Dollars and Twenty-Five Cents (\$8,854.25).*

TO OWNER: Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be made referred to the registrar of the board whose address is: 1020 "N" Street, Sacramento, CA 95814. All materials are guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practice and shall meet or exceed the requirements of the current edition of ASHRAE as adopted by the local governing jurisdiction. All local and state sales tax on materials will be/were paid to suppliers/vendors at the time of purchase. Any alterations or deviation from above specification involving extra cost will be executed only upon written or verbal orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. Owner is to carry fire, tornado, and other necessary insurance. This Service Agreement and any and all designs and specifications therein are the sole and complete intellectual and real property of PLC System Services with all rights reserved, and is intended for the above recipient only. Any distribution, in printed, verbal, or electronic form, without the express permission of the owner(s) PLC System Services is prohibited.

NOTE: This proposal may be withdrawn by us if not accepted within thirty (30) days.

Authorized Signature: _____ Date: _____

Acceptance of proposal: The above specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature: _____ Date: _____



PLC SYSTEM SERVICES

.....

CSLB Lic. # 1068471
C-20,10
5802 WOODMERE DRIVE
BAKERSFIELD, CA 93313
OFFICE PHONE: (661)706-8717

.....



PROPOSAL FOR:

Professional HVAC Maintenance Services

Proposal # 065351

Lakeside School District District Site

14535 Old River Road
Bakersfield, California 93311

SUBMITTED BY:

Stephen Mann

Maintenance Sales Associate

Mesa Energy Systems, Inc.
1822 Norris Road
Bakersfield, California 93308

smann@emcor.net
+1 661-625-1964



April 2, 2025

Ty Bryson
Lakeside School District
14535 Old River
Bakersfield, Ca 93311

Dear Ty Bryson:



District Site

Mesa Energy Systems, Inc. appreciates the opportunity to provide you with our proposal for a best-in-class maintenance program customized specifically for the HVAC equipment at Lakeside School District. The benefits for Lakeside School District from a well-designed and implemented maintenance program such as the one we are offering often include:

- ◆ Reduction in unplanned down-time
- ◆ Reduction in costly emergency repairs
- ◆ Extension of equipment lives
- ◆ Improved ability to forecast repair & maintenance costs



Further, our commitment to documenting equipment condition, status, and service-work allows us to create an operational baseline, which can then be compared to historical data. Over time, if coupled with additional predictive services and more advanced analytics, we can even begin to identify and correct problems before major damage can occur. Our program is predicated on this focus and driven with this in mind.



As you review our proposal, you'll see that Section 1 provides an abbreviated summary of the services we've included in your maintenance program with Sections 2 and 3 providing pricing and terms, respectively. The Appendices provide additional details you may find useful during your review of our solution such as included equipment, included inspections, additional/enhanced services and finally, lists of typical tasks performed by technicians.



We at Mesa Energy Systems, Inc. look forward to working with you and your staff in performing this maintenance program. Should you have any questions or require additional information, please contact me.



Sincerely,
Mesa Energy Systems, Inc.

Stephen Mann
Maintenance Sales Associate





Section 1- Overview of PM Program

Although Appendix A provides detailed information regarding the scope (included equipment, number of inspections, additional services and tasking), benefits for customers with a **PM Program** include:

- ◆ Scheduled inspections for covered equipment based on industry standards, including major and minor inspections, filter replacements, among others.
- ◆ Documentation of work performed.
- ◆ Efficient work-order management via use of “smart” mobile devices.
- ◆ Identification of issues found during planned inspections along with any recommended additional work.

Benefits for all Agreement Customers

- 24x7x365 emergency service prioritized ahead of our non-agreement customers.
- Use of highly trained technicians that understand your equipment and are equipped with state-of-the-art tools
- Discounted labor rates on out of scope repair services
- Annual support for customer’s capital planning process
- Ongoing assurance that Mesa Energy Systems, Inc. is fully insured, committed to safety, and is in full compliance to all local, state, federal, and relevant regulatory requirements.

Section 2- Proposed Pricing

Our fee for this program is payable per **Quarter** in advance of work performed, for a period of **3 years** (est. contract start and end dates of **05/01/2025** and **04/30/2028**, respectively), and in accordance with the terms and conditions in Section 3 of this proposal.

Maintenance Solution	Year 1	Year 2	Year 3
<i>Preventative Maintenance</i>	\$25,996.00	\$26,780.00	\$28,120.00

This proposal is Mesa Energy Systems, Inc.’s confidential information, which Mesa Energy Systems, Inc. has prepared exclusively for Customer using Mesa Energy Systems, Inc.’s confidential and proprietary information. The proposal is provided to Customer conditioned on Customer’s use only to engage with Mesa Energy Systems, Inc. concerning the subject matter of the proposal, and is not intended for Customer’s use with, or dissemination to, any other third party.



List of Covered Tasks

(X) Included	Type of Service	Frequency
X	Preventative Maintenance Service	Bi-Annually
X	Pool Boiler Maintenance (Included)	Bi-Annually
X	Coil Cleaning for Heat Pump Package Units	Annually
X	Coil Cleaning for Gas/Electric Units	Annually
X	Filter Service for all Units Filter Type: Pleated & Washable	Quarterly
X	Evaporative Cooler Pad Replacement	Annually
X	Belt Replacement for Units (Included)	Annually
X	XOI Video Reporting (On Repairs)	Year Round
X	Priority Service	Year Round
X	Preferred Customer Discount	Year Round
X	Priority Dispatching and Documentation	Year Round



Section 3- TERMS AND CONDITIONS (Maintenance Service Agreement)

This agreement (the "Agreement") is made this 2 of April, 2025 between Lakeside School District, located at (14535 Old River, Bakersfield, Ca, 93311) (the "Customer"), and Mesa Energy Systems, Inc. (2 Cromwell, Irvine, California, 92630) (the "Contractor").

1. SERVICES:

- 1.1 Contractor will perform the mechanical maintenance services set forth in Appendix A (the "Services"), attached hereto, for Customer at Customer's premises, located at **14535 Old River Road, Bakersfield, California, 93311** (the "Site").
- 1.2 Contractor will provide the Services at the Site for the equipment set forth in Appendix A1 (the "Equipment").
- 1.3 Contractor will perform the Services for the Equipment pursuant to the provisions of this Agreement.
- 1.4 Scheduling for each inspection will depend on (i) equipment type and (ii) actual annual and/or seasonal conditions, but will be consistent with industry standards and manufacturer's recommendations.
- 1.5 Unless specified otherwise, Contractor will perform the Services during normal working hours, Monday through Friday, and Services do not include any labor for or during off-hours, overtime work, stand by time, or emergency services.
- 1.6 Unless specified otherwise, Services do not include the following:
 - (i) maintenance, repair, or replacement of (a) stationary and/or non-maintainable parts of the Equipment, including, but not limited to, cabinets, enclosures, casings, insulating materials, electrical wiring, structural supports, pressure vessels, tubes, door seals, floor drains, thermometers, gauges, flues, ductwork, piping, grilles, heat transfer tubes and coils, refractories, oil or gas heat exchangers, fan housings, ductwork, and like or similar other things/parts, and (b) obsolete components
 - (ii) maintenance, repair, replacement, or other work that is necessitated by (a) circumstances beyond the normal, customary, and anticipated operating environment for the Equipment, including, but not limited to, vandalism, flooding, fire, lightning, roof leaks, or power failure, (b) Customer's improper acts or omissions, including, but not limited to, installation of incompatible equipment, improper operating procedures, and improper or inadequate water treatment or filter service, or (c) Customer's failure to authorize Contractor to perform recommended work;
 - (iii) any other goods or services not set forth in the Services that any governmental authority, insurance company, or other entity may require that has the authority to direct Customer to take certain actions concerning the Equipment;
 - (iv) any goods or services for, or concerning (a) maintenance, repair, replacement, or other work due to damage to Equipment caused by freezing weather or corrosion; (b) valves; (c) electrical supply, disconnect switches, circuit breakers; (d) monitoring/recording devices affixed to Equipment, and (e) temporary cooling or heating.
- 1.7 Written narratives by technician(s) will include an overview of (i) work performed and (ii) problems or abnormal conditions. Documentation does not (i) record any testing, observations, and/or diagnostics that are normal or in-range, (ii) record any iterative testing, observations, and/or diagnostics, or (iii) include "filling out" or completing any checklist (checklists are provided only to guide technician's performance of work). Additional information such as completed checklists, photos of site or equipment, or use of third-party applications are excluded unless specified otherwise.

2. PRICING AND PAYMENT

- 2.1 Customer agrees to pay Contractor pursuant to the provisions of this Agreement
- 2.2 Customer agrees to pay Contractor for the Services in accordance with the pricing set forth in the proposal's Section 2 (and as set forth elsewhere for additional work), and

Customer also shall pay Contractor all excise, sales, use, occupation or other similar taxes imposed on Contractor by any governmental authority or in any way connected with Contractor's performance of its obligations under this Agreement.

- 2.3 Notwithstanding anything to the contrary in this agreement, to the extent this agreement includes materials, products, and/or equipment that are manufactured, produced, assembled in, or otherwise originate from, a country other than the United States, the parties understand and agree that the pricing for such items may be affected by market conditions including, but not limited to, tariffs, quotas, and/or duties, and Contractor cannot guaranty that the price set forth in any prior proposal or this agreement for such items will be the then-current price when Contractor actually orders such items. Contractor therefore reserves the right to increase the price set forth herein when Contractor orders such items to reflect the then-current price of such items, and Customer agrees to pay Contractor such increased price and assumes the risk of any such price increases for such items.
- 2.4 Unless specified otherwise, the pricing set forth in the proposal's Section 2 does not include cost of refrigerant.
- 2.5 Unless specified otherwise,
 - (i) Contractor will invoice Customer for the Services no less frequently than quarterly, and in advance of Service performance;
 - (ii) For additional work, Contractor will invoice Customer upon completion unless the duration of work is greater than 30 days, in which event Contractor may invoice Customer on a 30-day progress basis for cost incurred to date with the remaining balance invoiced upon completion;
 - (iii) Customer's payment on invoices is due net 30 days from date of invoice; and late payment to Contractor shall be subject to simple interest at the rate of one and one-half percent (1½ %) per month, not to exceed the maximum amount allowed by applicable law, calculated from the date payment was due until the date payment is received by Contractor.

3. PRELIMINARY INSPECTIONS, EQUIPMENT STATUS AND ADDITIONAL WORK:

- 3.1 Contractor's obligation to commence Services is expressly conditioned on the Equipment being in good working order and serviceable condition, and Contractor reserves the right to exclude any Equipment that does not meet this standard, or that otherwise is obsolete or beyond serviceable life. Contractor also reserves the right to conduct operating inspections to determine the status of Equipment on an on-going basis for planned maintenance, and for maintenance programs with Services that include repairs (labor-only or labor and materials), Contractor will complete these operating inspections prior to performing Services, unless certain Equipment is operationally constrained by season, weather, and/or Site restrictions / Equipment application. Contractor will perform follow-up inspections for such Equipment when possible, but no later than 120 days from commencement of Services. If Contractor determines that initial repair, replacement, or other work is required to restore Equipment to a suitable condition (or such determination is made at any point for planned maintenance), such work shall not constitute a Service under this Agreement, and Contractor will provide Customer with a quotation for such work. If Customer refuses to authorize such work, Contractor may, at its sole option, renegotiate the provisions of this Agreement for such Equipment or terminate this Agreement.
- 3.2 If Customer requests maintenance, repair, replacement, emergency services, or any other work that Contractor concludes is outside the scope of Services, Customer will pay



Contractor according to Contractor's quotation for such work or, absent quotation, the rates and material charges then applicable to such labor and items at such time. Additional work also is subject to truck and/or trip charges and charges for miscellaneous items (including, but not limited to, PPE, consumables, disposal charges, and use of specialty tools) then applicable to such work at such time.

- 3.3 The parties further agree that, although the Agreement initially covers only preventative maintenance work, it is contemplated that Contractor also may perform certain other services and/or repair work as may be needed and as the parties may agree, and therefore such work is part of the scope of work under this Agreement and Contractor shall perform any other such work subject to the terms of this Agreement.

4. SITE ACCESS AND CUSTOMER OBLIGATIONS- Customer agrees to:

- 4.1 provide safe and reasonable access to the Equipment so that Contractor can perform the Services, and to remove any partitions, fixtures, or materials that may impede Contractor's ability to perform the Services;
- 4.2 allow Contractor to start and stop the Equipment as is necessary to perform the Services;
- 4.3 provide access to on-site utilities required to perform the Services, including electrical and water supply with hose spigot within 100 feet of Equipment;
- 4.4 provide any other assistance as is reasonably necessary so that Contractor can perform the Services;
- 4.5 use and operate the Equipment in accordance with the manufacturer's specifications and directions;
- 4.6 immediately notify Contractor in the event of any change in the normal use or operation of the Equipment, or any Equipment malfunction;
- 4.7 take reasonable safety precautions to protect life and property including, but not limited to, fire watch and/or suppression, in the event of any emergency or system failure during the period of time from when Contractor is first notified of the emergency or failure until such time that Contractor notifies Customer that the emergency has cleared or the system is operational; and
- 4.8 consent to the recording of all inbound and outbound calls for training and quality assurance purposes, and Customer hereby acknowledges and consents to such recording.

5. WARRANTY:

- 5.1 Contractor warrants that (i) the materials provided in performing the Services will be free from defects to the same extent as set forth in the warranty provided by the manufacturer of such materials and (ii) the workmanship provided in performing the Services will be good and of a workman-like standard for sixty (60) days from the date of the Services.
- 5.2 Contractor's warranty in section 5.1. of this article (i) applies only to materials and labor furnished by Contractor in performing the Services and (ii) shall be null and void if Customer subsequently has another contractor provide goods or services that relate to, concern, or otherwise affect the Equipment.
- 5.3 Contractor promptly shall repair or replace, at its sole option, any defective materials occurring within the applicable warranty period for such item, to the extent of such warranty. If a manufacturer's warranty excludes payment to Contractor for labor costs associated with removal, installation, repair, or other like or similar costs to remedy defective materials, Contractor will provide such labor at its own expense during normal working hours for sixty (60) days from the date of the Service, and if Customer requires warranty work at any other

time outside normal hours, Customer will pay Contractor the rates then applicable to such labor at such time. Thereafter, Customer will pay Contractor the rates then applicable to such labor at such time.

- 5.4 Contractor promptly shall repair or replace, at its sole option, any improper workmanship of its Work occurring within the applicable warranty period without cost to Customer. Contractor will provide labor for the performance of this warranty work at its own expense only during normal working hours, and if Customer requires warranty work at any other time, Customer will pay Contractor the rates then applicable to such labor at such time.

- 5.5 CUSTOMER'S SOLE AND EXCLUSIVE WARRANTY IS THE REPAIR OR REPLACEMENT SET FORTH IN THIS ARTICLE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER IMPLIED WARRANTIES. CONTRACTOR'S TOTAL LIABILITY UNDER THIS WARRANTY IS LIMITED TO THE OBLIGATIONS SET FORTH IN THIS ARTICLE. THIS IS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND IT IS IN LIEU OF ANY AND ALL OTHER POSSIBLE REMEDIES, DAMAGES, CLAIMS, OR WARRANTIES WHETHER EXPRESS OR IMPLIED. THE DAMAGE LIMITATION SET FORTH IN ARTICLE 7 ALSO SHALL APPLY TO THIS WARRANTY.

6. EXCUSED DELAY:

- 6.1 Contractor shall not be liable for any delay, or loss or damage arising therefrom, and shall be entitled to additional time for the Services, if the delay is caused by an occurrence beyond the control of Contractor, or Contractor's subcontractors, suppliers, or vendors, and without fault or negligence of any of them. In addition, any (i) schedule issues (including, but not limited to, delays, access issues, or allowed work hours/off-hours work), (ii) overtime hours, or (iii) additional protocols, altered working conditions, or extra costs relating thereto, that arise, either directly or indirectly, as a result of the COVID-19 pandemic or Corona virus will entitle contractor to an equitable adjustment for time for performance and costs.
- 6.2 Contractor shall be entitled to additional compensation for any excused delay as set forth in section 6.1 of this article.
- 6.3 Contractor shall be entitled to additional compensation for any acceleration or compression of the Services, and for any out of sequence or overtime work, except to the extent caused by Contractor's own negligent acts or omissions.

7. LIMITATION OF LIABILITY:

- 7.1 Under no circumstances, whether arising out of contract, tort (including negligence), strict liability, warranty or otherwise, shall either party be liable to the other for special, indirect, incidental, consequential, exemplary or punitive damages of any nature.
- 7.2 In no event shall Contractor's aggregate liability to Customer for such actual and direct damage exceed an amount, at Contractor's sole option, that is equal to (i) the amount of this Agreement, but if the Agreement is multi-year agreement or variable-priced agreement, an amount that is equal to the value of all Services performed in the year of the event giving rise to the claim, or (ii) the cost to Contractor to repair or replace the Equipment giving rise to the claim.

8. HAZARDOUS MATERIALS:

- 8.1 Contractor shall not perform any services of any sort that concerns hazardous materials, and shall have no responsibility for accumulation, storage, transportation, or disposal of any hazardous materials or waste generated by Customer or present at the Site.



- 8.2 Contractor shall not be deemed an "operator" of the Site for purposes of current or pending federal, state, or local laws, rules, or regulations pertaining to hazardous materials.
 - 8.3 In no event shall Contractor be required to sign any manifests related to hazardous materials generated by Customer or present at the Site.
 - 8.4 Customer shall disclose to Contractor in writing and in advance of Contractor performing any Services any known hazardous materials that are present at the Site, including, but not limited to, the location and type of each such hazardous material, so that Contractor can inform and protect its employees from health risks associated with such hazardous materials.
 - 8.5 Contractor shall not be required to perform any Services in any part of the Site where hazardous materials are present or where Contractor suspects the presence of hazardous materials, and Contractor immediately may stop providing Services in either instance and notify Customer of the circumstance giving rise to the stoppage. Contractor's nonperformance of Services due to such actual or potentially unsafe working conditions shall constitute an excused delay. Customer will be responsible for taking any and all actions necessary to correct such condition in accordance with all applicable laws and regulations, and Contractor will resume performance of the Services in the affected area only in the absence of hazardous materials and/or when the affected area has been rendered harmless and safe for Contractor's performance of the Services.
 - 8.6 Customer shall defend, indemnify, and hold harmless Contractor from any claims, damages, losses or expenses, including, but not limited to, reasonable attorneys fees, arising out of or resulting from this article.
 - 8.7 Notwithstanding anything to the contrary in this Agreement, any water treatment program and/or services provided by Contractor or its subcontractor expressly exclude any detection or remediation of, prevention or protection from, or other form of treatment for micro-biological growth and/or biological hazards that may be present in or enter Customer's water, water works, and/or systems that contain water, specifically including, but not limited to, Legionella bacteria. Customer and Contractor agree that Contractor or its subcontractor shall not be liable or responsible for any of the foregoing, or for any loss or damage arising therefrom.
- 9. TERM AND TERMINATION:**
- 9.1 The term of this Agreement shall be for the period set forth in the proposal (the "Term"), unless sooner terminated as provided herein.
 - 9.2 This Agreement automatically shall renew for successive one (1) year terms, commencing on the expiration of the Term, and renewing on each such yearly anniversary thereafter, conditioned upon mutually acceptable provisions, as set forth in section 9.3. of this article.
 - 9.3 The provisions set forth in the proposal and this Agreement concerning scope and price shall apply for the duration of the Term. If the Agreement is not terminated at the end of the Term, the parties will endeavor to reach agreement on mutually acceptable prospective provisions for these terms, which will apply to the next yearly successive term. The parties will follow such process for each successive yearly term until the Agreement is terminated. Failure to reach agreement on such prospective provisions for any successive yearly term shall render the Agreement terminated, which the parties shall confirm in writing.
 - 9.4 Customer or Contractor may terminate this Agreement (i) for convenience upon sixty (60) days prior written notice to the other party or (ii) upon thirty (30) days written notice prior to the commencement of any successive yearly term. In the event of either such termination, Customer will pay Contractor for all Services performed through the date of termination and, in addition, in the event of termination for convenience by Customer, all other reasonable costs incurred by Contractor that are associated with such termination.
 - 9.5 Customer may terminate this Agreement for cause, but only upon seven (7) days written notice and, further, upon Contractor's failure to commence curative measures in such time and thereafter to proceed to effect such cure. In the event of such termination, Customer will pay Contractor all undisputed amounts due Contractor for all Services performed through to the date of termination.
 - 9.6 Contractor may suspend its performance of Services, without liability of any sort to Customer, if Customer fails to make payment to Contractor within thirty (30) days after the date payment is due. Upon payment, Contractor will recommence performance, and shall be entitled to an extension of time equal to the suspension and all reasonable costs associated with such suspension.
 - 9.7 If, during the Term or successive terms of this Agreement, Customer utilizes an entity other than Contractor to perform any repair, replacement, modification, or other work on any Equipment, Contractor may, at its sole option, renegotiate the provisions of this Agreement for such Equipment or terminate this Agreement.
 - 9.8 If (i) Customer terminates this Agreement for convenience or (ii) Contractor terminates this Agreement for cause, Customer shall pay Contractor all start-up, transition, initial assessment, proposal development, or like or similar costs that Contractor deferred or amortized for payment across the Term of the Agreement, and all such amounts shall become presently due and owing to Contractor.
- 10. NO ASSIGNMENT- Neither Customer nor Contractor shall assign any of its rights or obligations hereunder without the prior written approval of the other party.**
- 11. CHOICE OF LAW AND JURISDICTION:**
- 11.1 This Agreement shall be governed by, construed, and enforced for all purposes in accordance with the laws of the State where the Services are performed, without giving effect to its conflict of laws provisions.
 - 11.2 Any and all actions arising from, relating to, or concerning the subject matter of this Agreement shall be commenced in the United States Federal Court in the appropriate district of such State or the State court of such State, either of which shall have exclusive jurisdiction over such actions.
 - 11.3 Any such action shall be submitted to THE COURT ONLY for resolution, WITHOUT TRIAL TO A JURY. THE PARTIES HEREBY WAIVE ANY RIGHT TO A JURY TRIAL REGARDING ANY SUCH ACTION.
 - 11.4 Any such action also shall be commenced with one (1) year from the date of the Services giving rise to such claim, with the exception of any action by Contractor for collection of amounts due to it.
 - 11.5 Contractor shall be entitled to all fees and costs, including reasonable attorney's fees, incurred by it in any action to collect amounts due to it from Customer.
- 12. ENTIRE AGREEMENT- This Agreement sets forth the entire agreement between the parties on the subject matter contained herein, and supersedes and renders null and void any and all prior or contemporaneous oral or written understandings, negotiations, or promises relating to these issues. No agreement modifying this Agreement shall be binding unless made in writing and signed by a duly authorized representative of the party to be bound.**



Section 4- Acceptance

Customer:
Lakeside School District

Contractor:
Mesa Energy Systems, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



APPENDIX A: Scope Details

Appendix A1: Equipment Schedule

The below table reflects the quantity of each equipment type included within the scope of this agreement along with the quantity of each unique inspection type that will be completed per contract year. NOTE: For Repair Coverage, "N" indicates that repairs are excluded (maintenance only program), whereas "L" and "F" indicates that repairs are covered for labor only, or for labor and materials, respectively. See terms for additional details.

Line	Equip. Category	Equipment Type	Equipment Designation	Size	Qty	Yr of Mfg	Qty Inspections				Repair Coverage
							[Major]	[Minor]	CC Clean	Boiler Clean	
1	Air Handling Units	Evap/ Swamp Cooler	Cooler 1-5	6k-10k CFM	5		1	1	0	0	N
2	Packaged Units	Pkgd DX (Air Cld)- Cooling w/ Gas Heat	PKG 1-32	To 7.5 Tons	32		2	2	1	0	N
3	Packaged Units	Pkgd DX (Air Cld)- Cooling w/ Elec. Heat	HP 1-2	To 5 Tons	2		2	2	1	0	N
4	Packaged Units	Pkgd HP (Air Cld)- Cooling w/ Elec. Heat	BARD 1-14	To 5 Tons	14		2	2	1	0	N
5	Packaged Units	Pkgd DX (Air Cld)- Cooling w/ Gas Heat	PKG - 35	To 50 Tons	1		1	3	1	0	N
6	Split Systems	AHU w/ Gas Furn (Part of Split DX)	SPLT 1-2	To 5 Tons	2		2	2	0	0	N
7	Split Systems	Cond Unit (Part of Split DX w/ Gas Heat)	SPLT 1-2	To 5 Tons	2		2	2	1	0	N
8	Split Systems	AHU w/ Elec Heat (Part of Split HP)	MS - 1	To 2 Tons	1		0	4	0	0	N
9	Split Systems	Cond Unit- Heat Pump (Part of Split HP)	MS - 1	To 2 Tons	1		2	0	1	0	N

Clarifications for planned maintenance (included equipment, inspections, and the like) and/ or for Repair Coverage scope of work are listed below:

- N/A

Appendix A2: Additional/ Enhanced Services

Our program includes the following additional/ enhanced services that are often omitted and/ or overlooked in other programs. NOTE: When "Program" is listed in "Applies To", this indicates that the enhancement applies to the overall agreement or all equipment, as applicable:

Included Service Enhancements	Applies To	Fee
Total Fees (Already Included in Pricing)		Included

Additional Considerations

Below is a partial list of beneficial enhancements to other maintenance programs that are likely to reduce operating costs, improve function, and/ or extend equipment life- depending on the site and systems.



Unless listed in the above table, these are NOT included within this agreement but may be worthy of further discussion.

- Vibration Testing/ Analysis
- IR Imaging/ Digital Thermography
- Refrigerant Testing & Management
- Additional Visits
- Additional Coil Cleanings
- Energy Benchmarking & Assessments
- HVAC Schedule Compliance
- HVAC Set-point Optimization
- Building Controls Maintenance
- Retrofit/ Replacement Planning
- Advanced Asset Management
- Lighting Retrofits
- PE Validation (Energy Star)
- Video documentation of work performed

Appendix A3- Tasking Details

This Section provides additional details related to the inspections for equipment listed in Appendix A1, including lists of typical tasks that technicians may perform. NOTE: Actual tasks performed by technicians for any listed equipment type may vary slightly, depending on equipment specifics (presence/ absence of features or accessories), customer application, and/ or requirement from specific manufacturers. In addition, please note that:

- ◆ As part of maintenance services, technicians will verify that equipment was either left operating properly (or capable of sufficient operation) and when this is not true, will provide a recommended next-step.
- ◆ All service visits will include documentation of work performed via a written narrative from the technician.
- ◆ Unless stated otherwise within this proposal, traditional media filters for major HVAC equipment will be replaced quarterly with new filters of equivalent media and performance. As requirements for “final”, high-efficiency (typically MERV-14 or higher, including HEPA), or other specialty filters vary by application and duty, that work will be addressed as additional work unless otherwise specified in this proposal.

Task List	Description
01- Indoor/ AHUs (Major PM-Cooling)	<p>The following tasks are part of a MAJOR PM for Indoor Air-Handling Units (AHUs) in preparation for cooling season:</p> <p>Part 1- While unit is De-energized</p> <ul style="list-style-type: none"> * Check bearings (fan and motor) and drive components for wear * (If BELT DRIVEN) Inspect blower pulley and drive belt for wear and verify proper belt tension * Lubricate blower motor bearings * Inspect blower wheel for cleanliness * Inspect internal coil/s for cleanliness * Inspect contactor for wear & pitting * Check condensate pans and clean as necessary * (If DX COOLING) Visually inspect for signs of refrigerant leakage * Inspect all unit panels for integrity and tight seal <p>Part 2- While unit is Energized</p> <ul style="list-style-type: none"> * Check minimum outdoor/ ventilation air settings * Check thermostat/control for proper operation (& verify it's left in proper mode) * Check blower motor voltage & amps * (If DX COOLING), Operate refrigeration system & verify proper performance * Check for any vibrations or unusual noises



01- Indoor/ AHUs (Minor PM)	<p>The following tasks are part of a MINOR PM for Indoor Air-Handling Units (AHUs):</p> <p>Part 1- While unit is De-energized</p> <ul style="list-style-type: none"> * (If belt driven) Inspect drive belt for wear and verify proper belt tension * Check blower and motor bearings for play and wear * Inspect contactors for wear & pitting * Check condensate pans and clean as necessary * Inspect all unit panels for integrity and tight seal <p>Part 2- While unit is Energized</p> <ul style="list-style-type: none"> * Check thermostat/control for proper operation (& verify it's left in proper mode) * Running (Visual) inspection of unit in current mode of operation * Check for any vibrations or unusual noises
50- Boilers (Major PM)	<p>The following tasks are part of a MAJOR PM for all boilers:</p> <p>Part 1- While unit is De-energized</p> <ul style="list-style-type: none"> * Check for any water leaks * (If FUEL HEAT) Clean boiler (Combustion side) * Service Low Water Cut-off * Inspect refractory * Clean and adjust ignition assembly * Inspect flue pipe for any degradation or leakage * (If FUEL HEAT), inspect for any fuel leaks at unit * (If FUEL OIL HEAT), service oil burner and replace fuel filters * (If ELECTRIC HEAT), verify all fuses and elements are intact and operational * Check expansion tank and water make-up valve * Inspect all unit panels for integrity and tight seal <p>Part 2- While unit is Energized</p> <ul style="list-style-type: none"> * Check temperature setpoint * Check thermostat/control for proper operation (& verify it's left in proper mode) * Verify system pressure is correct for application * (If FUEL HEAT) Inspect draft regulator for proper operation * (If FUEL HEAT) Inspect draft inducer for proper operation * Operate heating system & verify proper performance * (If FUEL HEAT) Check for proper ignition and condition of flame * Check operation of safety controls * Check for any vibrations or unusual noises
50- Boilers (Minor PM)	<p>The following tasks are part of a MINOR PM for all boilers:</p> <p>Part 1- While unit is De-energized</p> <ul style="list-style-type: none"> * Check for any water leaks * (If FUEL HEAT), inspect for any fuel leaks at unit * Inspect all unit panels for integrity and tight seal <p>Part 2- While unit is Energized</p> <ul style="list-style-type: none"> * Check temperature setpoint * Check thermostat/control for proper operation (& verify it's left in proper mode) * Verify system pressure is correct for application * (If FUEL HEAT) Check for proper ignition and condition of flame * Check operation of safety controls * Running (Visual) inspection of unit in current mode of operation * Check for any vibrations or unusual noises



00- Packaged HVAC Units (Major PM- Cooling)	<p>This is a Major PM inspection that applies to all packaged DX units. It should be completed prior to peak cooling season.</p> <p>Part 1- While unit is De-energized</p> <ul style="list-style-type: none"> * Check electrical connections * Check capacitors for proper output range * Check bearings (fan and motor) and drive components for wear * (If BELT DRIVEN) Inspect blower pulley and drive belt for wear and verify proper belt tension * Lubricate blower motor bearings * Inspect blower wheel for cleanliness * Inspect internal coil/s for cleanliness * Check condensate pans and clean as necessary * Inspect all contactors for wear & pitting * Visually inspect for signs of refrigerant leakage * Inspect condenser fan blades * Inspect condenser coil for cleanliness & condition * Inspect all unit panels for integrity and tight seal <p>Part 2- While unit is Energized</p> <ul style="list-style-type: none"> * Check minimum outdoor/ ventilation air settings * Check thermostat/control for proper operation (& verify it's left in proper mode) * Operate refrigeration system & verify proper performance * Check compressor voltage & amps * Check blower motor voltage & amps * Check crankcase heater for proper operation * Check for any vibrations or unusual noises
00- Packaged HVAC Units (Major PM- Heating)	<p>This is a Major PM inspection that applies to all packaged DX units with heating (all types). It should be completed prior to heating season.</p> <p>Part 1- While unit is De-energized</p> <ul style="list-style-type: none"> * Check electrical connections * Check capacitors for proper output range * Check bearings (fan and motor) and drive components for wear * (If BELT DRIVEN) Inspect blower pulley and drive belt for wear and verify proper belt tension * Lubricate blower motor bearings * Inspect blower wheel for cleanliness * Inspect internal coil/s for cleanliness * Inspect all contactors for wear & pitting * If FUEL HEAT, inspect for any fuel leaks at unit, inspect heat exchanger for any signs of leakage or degradation, and inspect ignition components for wear * Inspect all unit panels for integrity and tight seal <p>Part 2- While unit is Energized</p> <ul style="list-style-type: none"> * Check minimum outdoor/ ventilation air settings * Check thermostat/control for proper operation (& verify it's left in proper mode) * Operate refrigeration system & verify proper performance * Check compressor voltage & amps * Check blower motor voltage & amps * Check crankcase heater for proper operation * Check for any vibrations or unusual noises
00- Packaged HVAC Units (Minor PM)	<p>The following tasks are part of a MiNOR PM for Packaged HVAC units:</p> <p>Part 1- While unit is De-energized</p> <ul style="list-style-type: none"> * (If belt driven) Inspect drive belt for wear and verify proper belt tension * Check blower and motor bearings for play and wear



	<ul style="list-style-type: none"> * Inspect contactors for wear & pitting * Check condensate pans and clean as necessary * Inspect all unit panels for integrity and tight seal <p>Part 2- While unit is Energized</p> <ul style="list-style-type: none"> * Check thermostat/control for proper operation (& verify it's left in proper mode) * Running (Visual) inspection of unit in current mode of operation * Check economizer (if present) controls and operation * Check for any vibrations or unusual noises
01- Condenser Coil Cleaning (Standard)	<p>The following applies to in-scope cleaning of condenser coils for unitary equipment:</p> <ul style="list-style-type: none"> * Clean Condenser Coils by applying chemical solution to the exterior followed by rinsing with clean water from the interior side of the coil * If environmental conditions require this condenser to have more frequent cleaning OR the existing coil requires an alternate method (e.g. microchannel) it was noted in Additional Work
01- Indoor/ AHUs (Major PM- Heating)	<p>The following tasks are part of a MAJOR PM for Indoor Air-Handling Units (AHUs) in preparation for heating season:</p> <p>Part 1- While unit is De-energized</p> <ul style="list-style-type: none"> * Check bearings (fan and motor) and drive components for wear * (If BELT DRIVEN) Inspect blower pulley and drive belt for wear and verify proper belt tension * Lubricate blower motor bearings * Inspect blower wheel for cleanliness * Inspect internal coil/s for cleanliness * Inspect contactor for wear & pitting * (If FUEL HEAT) inspect for any fuel leaks at unit; inspect heat exchanger for any signs of leakage or degradation; inspect ignition components for wear * Inspect all unit panels for integrity and tight seal <p>Part 2- While unit is Energized</p> <ul style="list-style-type: none"> * Check minimum outdoor/ ventilation air settings * Verify proper operation of safety controls * (If FUEL HEAT), inspect draft inducer and motor for proper operation * (If HEAT PUMP), verify proper operation of reversing valve and defrost control * (If ELECTRIC HEAT), verify heating elements are intact and operational * Operate heating system & verify proper performance * Check for any vibrations or unusual noises
01- Split DX- Outdoor Unit/ Cond. Unit/ Condenser (Major PM)	<p>The following tasks are part of a MAJOR PM for a condensing unit (w/ compressor), condenser (w/without compressor) or the like:</p> <p>Part 1- While unit is De-energized</p> <ul style="list-style-type: none"> * Inspect contactors for wear & pitting * Visually inspect for signs of refrigerant leakage * Inspect condenser fan blades * Inspect condenser coil for cleanliness & condition * Inspect all unit panels for integrity and tight seal <p>Part 2- While unit is Energized</p> <ul style="list-style-type: none"> * Check thermostat/control for proper operation (& verify it's left in proper mode) * Operate refrigeration system & verify proper performance * (If HEAT PUMP system), verify proper operation of reversing valve and defrost control * Check compressor voltage and amps



	<ul style="list-style-type: none"> * Check crankcase heater for proper operation * Check for any vibrations or unusual noises
01- Split DX- Outdoor Unit/ Cond. Unit/ Condenser (Minor PM)	<p>The following tasks are part of a MINOR PM for a condensing unit (w/ compressor), condenser (without compressor) or the like:</p> <p>Part 1- While unit is De-energized</p> <ul style="list-style-type: none"> * Inspect contactors for wear & pitting * Visually inspect for signs of refrigerant leakage * Inspect all unit panels for integrity and tight seal <p>Part 2- While unit is Energized</p> <ul style="list-style-type: none"> * Check thermostat/control for proper operation (& verify it's left in proper mode) * Running (Visual) inspection of unit in current mode of operation * Check for any vibrations or unusual noises



APPENDIX B: WE ARE PART OF THE EMCOR GROUP FAMILY

AN INDUSTRY LEADER

- ◆ A Fortune 500® leader in building services, mechanical and electrical construction, and industrial and energy infrastructure, we provide services for 75% of the other Fortune 500® Companies and other organizations working in virtually every market segment, facility type and size.
- ◆ National coverage with 220+ locations and 40,000+ employees in the U.S. and UK. More than 5,500 skilled technicians are trained to work on virtually any brand of equipment in every type of facility in nearly every major U.S. market.
- ◆ The Power of Financial Strength: EMCOR's strong financial position enables it to attract and retain the best talent, undertake and complete the most ambitious projects, and redefine and shape the future of the industries in which it works.
- ◆ The EMCOR Values of "Mission First, People Always" have become inculcated across all EMCOR subsidiaries and employees. These simple yet powerful words explain and describe the fundamental beliefs by which we operate.



COMPREHENSIVE SERVICES

- ◆ Mechanical and HVAC services
- ◆ Mechanical and HVAC construction, renovation, and retrofits
- ◆ Energy services
- ◆ As part of the EMCOR family, additional services include: site-based facilities services, interior and exterior maintenance services, fire protection, and multi-site maintenance and trades

STRONG SAFETY CULTURE

- ◆ Safety Record: EMCOR's safety performance consistently remains strong year after year with a current rate better than 60% of competitors and that ranks 63% lower than the Bureau of Labor Statistics industry average.
- ◆ Industry Leading Safety Programs: EMCOR's award winning "Be There For Life—ZERO Injury" program is an industry leader in reducing lost time injuries.

KEY BENEFITS

- ◆ Client-focused solutions
- ◆ Enhanced employee workplace experience, wellness, and comfort levels
- ◆ Optimized return on investment
- ◆ Controlled costs and service levels
- ◆ Improved efficiencies
- ◆ Extended system life
- ◆ Code and regulatory compliance expertise
- ◆ Best-in-class technology
- ◆ Deep commitment to sustainability



PROPOSAL FOR:

Professional HVAC Maintenance Services

Proposal # 065448

**Lakeside School District
Donald E. Suburu School**
7315 Harris Road
Bakersfield, California 93313

SUBMITTED BY:

Stephen Mann
Maintenance Sales Associate

Mesa Energy Systems, Inc.
1822 Norris Road
Bakersfield, California 93308

smann@emcor.net
+1 661-625-1964





April 3, 2025

Ty Bryson
Lakeside School District
14535 Old River
Bakersfield, Ca 93311

Dear Ty Bryson:



Donald E. Suburu School

Mesa Energy Systems, Inc. appreciates the opportunity to provide you with our proposal for a best-in-class maintenance program customized specifically for the HVAC equipment at Lakeside School District. The benefits for Lakeside School District from a well-designed and implemented maintenance program such as the one we are offering often include:

- ◆ Reduction in unplanned down-time
- ◆ Reduction in costly emergency repairs
- ◆ Extension of equipment lives
- ◆ Improved ability to forecast repair & maintenance costs



Further, our commitment to documenting equipment condition, status, and service-work allows us to create an operational baseline, which can then be compared to historical data. Over time, if coupled with additional predictive services and more advanced analytics, we can even begin to identify and correct problems before major damage can occur. Our program is predicated on this focus and driven with this in mind.



As you review our proposal, you'll see that Section 1 provides an abbreviated summary of the services we've included in your maintenance program with Sections 2 and 3 providing pricing and terms, respectively. The Appendices provide additional details you may find useful during your review of our solution such as included equipment, included inspections, additional/enhanced services and finally, lists of typical tasks performed by technicians.



We at Mesa Energy Systems, Inc. look forward to working with you and your staff in performing this maintenance program. Should you have any questions or require additional information, please contact me.



Sincerely,
Mesa Energy Systems, Inc.

Stephen Mann
Maintenance Sales Associate





Section 1- Overview of PM Program

Although Appendix A provides detailed information regarding the scope (included equipment, number of inspections, additional services and tasking), benefits for customers with a **PM Program** include:

- ◆ Scheduled inspections for covered equipment based on industry standards, including major and minor inspections, filter replacements, among others.
- ◆ Documentation of work performed.
- ◆ Efficient work-order management via use of “smart” mobile devices.
- ◆ Identification of issues found during planned inspections along with any recommended additional work.

Benefits for all Agreement Customers

- 24x7x365 emergency service prioritized ahead of our non-agreement customers.
- Use of highly trained technicians that understand your equipment and are equipped with state-of-the-art tools
- Discounted labor rates on out of scope repair services
- Annual support for customer's capital planning process
- Ongoing assurance that Mesa Energy Systems, Inc. is fully insured, committed to safety, and is in full compliance to all local, state, federal, and relevant regulatory requirements.

Section 2- Proposed Pricing

Our fee for this program is payable per **Quarter** in advance of work performed, for a period of **3 years** (est. contract start and end dates of **05/01/2025** and **04/30/2028**, respectively), and in accordance with the terms and conditions in Section 3 of this proposal.

Maintenance Solution	Year 1	Year 2	Year 3
<i>Preventative Maintenance</i>	\$23,980.00	\$24,708.00	\$25,948.00

This proposal is Mesa Energy Systems, Inc.'s confidential information, which Mesa Energy Systems, Inc. has prepared exclusively for Customer using Mesa Energy Systems, Inc.'s confidential and proprietary information. The proposal is provided to Customer conditioned on Customer's use only to engage with Mesa Energy Systems, Inc. concerning the subject matter of the proposal, and is not intended for Customer's use with, or dissemination to, any other third party.



List of Covered Tasks

(X) Included	Type of Service	Frequency
X	Preventative Maintenance Service	Bi-Annually
X	Boiler & Chiller Maintenance Service	Bi-Annually
X	Coil Cleaning for Heat Pump Package Units	Annually
X	Coil Cleaning for Gas/Electric Units	Annually
X	Filter Service for all Units Filter Type: Pleated	Quarterly
X	Belt Replacement for Units (Included)	Annually
X	XOI Video Reporting (On Repairs)	Year Round
X	Priority Service	Year Round
X	Preferred Customer Discount	Year Round
X	Priority Dispatching and Documentation	Year Round



Section 3- TERMS AND CONDITIONS (Maintenance Service Agreement)

This agreement (the "Agreement") is made this 3 of April, 2025 between Lakeside School District, located at (14535 Old River, Bakersfield, Ca, 93311) (the "Customer"), and Mesa Energy Systems, Inc. (2 Cromwell, Irvine, California, 92630) (the "Contractor").

1. SERVICES:

- 1.1 Contractor will perform the mechanical maintenance services set forth in Appendix A (the "Services"), attached hereto, for Customer at Customer's premises, located at **7315 Harris Road, Bakersfield, California, 93313** (the "Site").
- 1.2 Contractor will provide the Services at the Site for the equipment set forth in Appendix A1 (the "Equipment").
- 1.3 Contractor will perform the Services for the Equipment pursuant to the provisions of this Agreement.
- 1.4 Scheduling for each inspection will depend on (i) equipment type and (ii) actual annual and/or seasonal conditions, but will be consistent with industry standards and manufacturer's recommendations.
- 1.5 Unless specified otherwise, Contractor will perform the Services during normal working hours, Monday through Friday, and Services do not include any labor for or during off-hours, overtime work, stand by time, or emergency services.
- 1.6 Unless specified otherwise, Services do not include the following:
 - (i) maintenance, repair, or replacement of (a) stationary and/or non-maintainable parts of the Equipment, including, but not limited to, cabinets, enclosures, casings, insulating materials, electrical wiring, structural supports, pressure vessels, tubes, door seals, floor drains, thermometers, gauges, flues, ductwork, piping, grilles, heat transfer tubes and coils, refractories, oil or gas heat exchangers, fan housings, ductwork, and like or similar other things/parts, and (b) obsolete components
 - (ii) maintenance, repair, replacement, or other work that is necessitated by (a) circumstances beyond the normal, customary, and anticipated operating environment for the Equipment, including, but not limited to, vandalism, flooding, fire, lightning, roof leaks, or power failure, (b) Customer's improper acts or omissions, including, but not limited to, installation of incompatible equipment, improper operating procedures, and improper or inadequate water treatment or filter service, or (c) Customer's failure to authorize Contractor to perform recommended work;
 - (iii) any other goods or services not set forth in the Services that any governmental authority, insurance company, or other entity may require that has the authority to direct Customer to take certain actions concerning the Equipment;
 - (iv) any goods or services for, or concerning (a) maintenance, repair, replacement, or other work due to damage to Equipment caused by freezing weather or corrosion; (b) valves; (c) electrical supply, disconnect switches, circuit breakers; (d) monitoring/recording devices affixed to Equipment, and (e) temporary cooling or heating.
- 1.7 Written narratives by technician(s) will include an overview of (i) work performed and (ii) problems or abnormal conditions. Documentation does not (i) record any testing, observations, and/or diagnostics that are normal or in-range, (ii) record any iterative testing, observations, and/or diagnostics, or (iii) include "filling out" or completing any checklist (checklists are provided only to guide technician's performance of work). Additional information such as completed checklists, photos of site or equipment, or use of third-party applications are excluded unless specified otherwise.

2. PRICING AND PAYMENT

- 2.1 Customer agrees to pay Contractor pursuant to the provisions of this Agreement
- 2.2 Customer agrees to pay Contractor for the Services in accordance with the pricing set forth in the proposal's Section 2 (and as set forth elsewhere for additional work), and

Customer also shall pay Contractor all excise, sales, use, occupation or other similar taxes imposed on Contractor by any governmental authority or in any way connected with Contractor's performance of its obligations under this Agreement.

- 2.3 Notwithstanding anything to the contrary in this agreement, to the extent this agreement includes materials, products, and/or equipment that are manufactured, produced, assembled in, or otherwise originate from, a country other than the United States, the parties understand and agree that the pricing for such items may be affected by market conditions including, but not limited to, tariffs, quotas, and/or duties, and Contractor cannot guaranty that the price set forth in any prior proposal or this agreement for such items will be the then-current price when Contractor actually orders such items. Contractor therefore reserves the right to increase the price set forth herein when Contractor orders such items to reflect the then-current price of such items, and Customer agrees to pay Contractor such increased price and assumes the risk of any such price increases for such items.
- 2.4 Unless specified otherwise, the pricing set forth in the proposal's Section 2 does not include cost of refrigerant.
- 2.5 Unless specified otherwise,
 - (i) Contractor will invoice Customer for the Services no less frequently than quarterly, and in advance of Service performance;
 - (ii) For additional work, Contractor will invoice Customer upon completion unless the duration of work is greater than 30 days, in which event Contractor may invoice Customer on a 30-day progress basis for cost incurred to date with the remaining balance invoiced upon completion;
 - (iii) Customer's payment on invoices is due net 30 days from date of invoice; and late payment to Contractor shall be subject to simple interest at the rate of one and one-half percent (1½ %) per month, not to exceed the maximum amount allowed by applicable law, calculated from the date payment was due until the date payment is received by Contractor.

3. PRELIMINARY INSPECTIONS, EQUIPMENT STATUS AND ADDITIONAL WORK:

- 3.1 Contractor's obligation to commence Services is expressly conditioned on the Equipment being in good working order and serviceable condition, and Contractor reserves the right to exclude any Equipment that does not meet this standard, or that otherwise is obsolete or beyond serviceable life. Contractor also reserves the right to conduct operating inspections to determine the status of Equipment on an on-going basis for planned maintenance, and for maintenance programs with Services that include repairs (labor-only or labor and materials), Contractor will complete these operating inspections prior to performing Services, unless certain Equipment is operationally constrained by season, weather, and/or Site restrictions / Equipment application. Contractor will perform follow-up inspections for such Equipment when possible, but no later than 120 days from commencement of Services. If Contractor determines that initial repair, replacement, or other work is required to restore Equipment to a suitable condition (or such determination is made at any point for planned maintenance), such work shall not constitute a Service under this Agreement, and Contractor will provide Customer with a quotation for such work. If Customer refuses to authorize such work, Contractor may, at its sole option, renegotiate the provisions of this Agreement for such Equipment or terminate this Agreement.
- 3.2 If Customer requests maintenance, repair, replacement, emergency services, or any other work that Contractor concludes is outside the scope of Services, Customer will pay



Contractor according to Contractor's quotation for such work or, absent quotation, the rates and material charges then applicable to such labor and items at such time. Additional work also is subject to truck and/or trip charges and charges for miscellaneous items (including, but not limited to, PPE, consumables, disposal charges, and use of specialty tools) then applicable to such work at such time.

- 3.3 The parties further agree that, although the Agreement initially covers only preventative maintenance work, it is contemplated that Contractor also may perform certain other services and/ or repair work as may be needed and as the parties may agree, and therefore such work is part of the scope of work under this Agreement and Contractor shall perform any other such work subject to the terms of this Agreement.

4. SITE ACCESS AND CUSTOMER OBLIGATIONS- Customer agrees to:

- 4.1 provide safe and reasonable access to the Equipment so that Contractor can perform the Services, and to remove any partitions, fixtures, or materials that may impede Contractor's ability to perform the Services;
- 4.2 allow Contractor to start and stop the Equipment as is necessary to perform the Services;
- 4.3 provide access to on-site utilities required to perform the Services, including electrical and water supply with hose spigot within 100 feet of Equipment;
- 4.4 provide any other assistance as is reasonably necessary so that Contractor can perform the Services;
- 4.5 use and operate the Equipment in accordance with the manufacturer's specifications and directions;
- 4.6 immediately notify Contractor in the event of any change in the normal use or operation of the Equipment, or any Equipment malfunction;
- 4.7 take reasonable safety precautions to protect life and property including, but not limited to, fire watch and/or suppression, in the event of any emergency or system failure during the period of time from when Contractor is first notified of the emergency or failure until such time that Contractor notifies Customer that the emergency has cleared or the system is operational; and
- 4.8 consent to the recording of all inbound and outbound calls for training and quality assurance purposes, and Customer hereby acknowledges and consents to such recording.

5. WARRANTY:

- 5.1 Contractor warrants that (i) the materials provided in performing the Services will be free from defects to the same extent as set forth in the warranty provided by the manufacturer of such materials and (ii) the workmanship provided in performing the Services will be good and of a workman-like standard for sixty (60) days from the date of the Services.
- 5.2 Contractor's warranty in section 5.1. of this article (i) applies only to materials and labor furnished by Contractor in performing the Services and (ii) shall be null and void if Customer subsequently has another contractor provide goods or services that relate to, concern, or otherwise affect the Equipment.
- 5.3 Contractor promptly shall repair or replace, at its sole option, any defective materials occurring within the applicable warranty period for such item, to the extent of such warranty. If a manufacturer's warranty excludes payment to Contractor for labor costs associated with removal, installation, repair, or other like or similar costs to remedy defective materials, Contractor will provide such labor at its own expense during normal working hours for sixty (60) days from the date of the Service, and if Customer requires warranty work at any other

time outside normal hours, Customer will pay Contractor the rates then applicable to such labor at such time. Thereafter, Customer will pay Contractor the rates then applicable to such labor at such time.

- 5.4 Contractor promptly shall repair or replace, at its sole option, any improper workmanship of its Work occurring within the applicable warranty period without cost to Customer. Contractor will provide labor for the performance of this warranty work at its own expense only during normal working hours, and if Customer requires warranty work at any other time, Customer will pay Contractor the rates then applicable to such labor at such time.
- 5.5 CUSTOMER'S SOLE AND EXCLUSIVE WARRANTY IS THE REPAIR OR REPLACEMENT SET FORTH IN THIS ARTICLE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER IMPLIED WARRANTIES. CONTRACTOR'S TOTAL LIABILITY UNDER THIS WARRANTY IS LIMITED TO THE OBLIGATIONS SET FORTH IN THIS ARTICLE. THIS IS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND IT IS IN LIEU OF ANY AND ALL OTHER POSSIBLE REMEDIES, DAMAGES, CLAIMS, OR WARRANTIES WHETHER EXPRESS OR IMPLIED. THE DAMAGE LIMITATION SET FORTH IN ARTICLE 7 ALSO SHALL APPLY TO THIS WARRANTY.

6. EXCUSED DELAY:

- 6.1 Contractor shall not be liable for any delay, or loss or damage arising therefrom, and shall be entitled to additional time for the Services, if the delay is caused by an occurrence beyond the control of Contractor, or Contractor's subcontractors, suppliers, or vendors, and without fault or negligence of any of them. In addition, any (i) schedule issues (including, but not limited to, delays, access issues, or allowed work hours/off-hours work), (ii) overtime hours, or (iii) additional protocols, altered working conditions, or extra costs relating thereto, that arise, either directly or indirectly, as a result of the COVID-19 pandemic or Corona virus will entitle contractor to an equitable adjustment for time for performance and costs.
- 6.2 Contractor shall be entitled to additional compensation for any excused delay as set forth in section 6.1 of this article.
- 6.3 Contractor shall be entitled to additional compensation for any acceleration or compression of the Services, and for any out of sequence or overtime work, except to the extent caused by Contractor's own negligent acts or omissions.

7. LIMITATION OF LIABILITY:

- 7.1 Under no circumstances, whether arising out of contract, tort (including negligence), strict liability, warranty or otherwise, shall either party be liable to the other for special, indirect, incidental, consequential, exemplary or punitive damages of any nature.
- 7.2 In no event shall Contractor's aggregate liability to Customer for such actual and direct damage exceed an amount, at Contractor's sole option, that is equal to (i) the amount of this Agreement, but if the Agreement is multi-year agreement or variable-priced agreement, an amount that is equal to the value of all Services performed in the year of the event giving rise to the claim, or (ii) the cost to Contractor to repair or replace the Equipment giving rise to the claim.

8. HAZARDOUS MATERIALS:

- 8.1 Contractor shall not perform any services of any sort that concerns hazardous materials, and shall have no responsibility for accumulation, storage, transportation, or disposal of any hazardous materials or waste generated by Customer or present at the Site.



- 8.2 Contractor shall not be deemed an "operator" of the Site for purposes of current or pending federal, state, or local laws, rules, or regulations pertaining to hazardous materials.
 - 8.3 In no event shall Contractor be required to sign any manifests related to hazardous materials generated by Customer or present at the Site.
 - 8.4 Customer shall disclose to Contractor in writing and in advance of Contractor performing any Services any known hazardous materials that are present at the Site, including, but not limited to, the location and type of each such hazardous material, so that Contractor can inform and protect its employees from health risks associated with such hazardous materials.
 - 8.5 Contractor shall not be required to perform any Services in any part of the Site where hazardous materials are present or where Contractor suspects the presence of hazardous materials, and Contractor immediately may stop providing Services in either instance and notify Customer of the circumstance giving rise to the stoppage. Contractor's nonperformance of Services due to such actual or potentially unsafe working conditions shall constitute an excused delay. Customer will be responsible for taking any and all actions necessary to correct such condition in accordance with all applicable laws and regulations, and Contractor will resume performance of the Services in the affected area only in the absence of hazardous materials and/or when the affected area has been rendered harmless and safe for Contractor's performance of the Services.
 - 8.6 Customer shall defend, indemnify, and hold harmless Contractor from any claims, damages, losses or expenses, including, but not limited to, reasonable attorneys fees, arising out of or resulting from this article.
 - 8.7 Notwithstanding anything to the contrary in this Agreement, any water treatment program and/or services provided by Contractor or its subcontractor expressly exclude any detection or remediation of, prevention or protection from, or other form of treatment for micro-biological growth and/or biological hazards that may be present in or enter Customer's water, water works, and/or systems that contain water, specifically including, but not limited to, Legionella bacteria. Customer and Contractor agree that Contractor or its subcontractor shall not be liable or responsible for any of the foregoing, or for any loss or damage arising therefrom.
- 9. TERM AND TERMINATION:**
- 9.1 The term of this Agreement shall be for the period set forth in the proposal (the "Term"), unless sooner terminated as provided herein.
 - 9.2 This Agreement automatically shall renew for successive one (1) year terms, commencing on the expiration of the Term, and renewing on each such yearly anniversary thereafter, conditioned upon mutually acceptable provisions, as set forth in section 9.3. of this article.
 - 9.3 The provisions set forth in the proposal and this Agreement concerning scope and price shall apply for the duration of the Term. If the Agreement is not terminated at the end of the Term, the parties will endeavor to reach agreement on mutually acceptable prospective provisions for these terms, which will apply to the next yearly successive term. The parties will follow such process for each successive yearly term until the Agreement is terminated. Failure to reach agreement on such prospective provisions for any successive yearly term shall render the Agreement terminated, which the parties shall confirm in writing.
 - 9.4 Customer or Contractor may terminate this Agreement (i) for convenience upon sixty (60) days prior written notice to the other party or (ii) upon thirty (30) days written notice prior to the commencement of any successive yearly term. In the event of either such termination, Customer will pay Contractor for all Services performed through the date of termination and, in addition, in the event of termination for convenience by Customer, all other reasonable costs incurred by Contractor that are associated with such termination.
 - 9.5 Customer may terminate this Agreement for cause, but only upon seven (7) days written notice and, further, upon Contractor's failure to commence curative measures in such time and thereafter to proceed to effect such cure. In the event of such termination, Customer will pay Contractor all undisputed amounts due Contractor for all Services performed through to the date of termination.
 - 9.6 Contractor may suspend its performance of Services, without liability of any sort to Customer, if Customer fails to make payment to Contractor within thirty (30) days after the date payment is due. Upon payment, Contractor will recommence performance, and shall be entitled to an extension of time equal to the suspension and all reasonable costs associated with such suspension.
 - 9.7 If, during the Term or successive terms of this Agreement, Customer utilizes an entity other than Contractor to perform any repair, replacement, modification, or other work on any Equipment, Contractor may, at its sole option, renegotiate the provisions of this Agreement for such Equipment or terminate this Agreement.
 - 9.8 If (i) Customer terminates this Agreement for convenience or (ii) Contractor terminates this Agreement for cause, Customer shall pay Contractor all start-up, transition, initial assessment, proposal development, or like or similar costs that Contractor deferred or amortized for payment across the Term of the Agreement, and all such amounts shall become presently due and owing to Contractor.
- 10. NO ASSIGNMENT- Neither Customer nor Contractor shall assign any of its rights or obligations hereunder without the prior written approval of the other party.**
- 11. CHOICE OF LAW AND JURISDICTION:**
- 11.1 This Agreement shall be governed by, construed, and enforced for all purposes in accordance with the laws of the State where the Services are performed, without giving effect to its conflict of laws provisions.
 - 11.2 Any and all actions arising from, relating to, or concerning the subject matter of this Agreement shall be commenced in the United States Federal Court in the appropriate district of such State or the State court of such State, either of which shall have exclusive jurisdiction over such actions.
 - 11.3 Any such action shall be submitted TO THE COURT ONLY for resolution, WITHOUT TRIAL TO A JURY. THE PARTIES HEREBY WAIVE ANY RIGHT TO A JURY TRIAL REGARDING ANY SUCH ACTION.
 - 11.4 Any such action also shall be commenced with one (1) year from the date of the Services giving rise to such claim, with the exception of any action by Contractor for collection of amounts due to it.
 - 11.5 Contractor shall be entitled to all fees and costs, including reasonable attorney's fees, incurred by it in any action to collect amounts due to it from Customer.
- 12. ENTIRE AGREEMENT- This Agreement sets forth the entire agreement between the parties on the subject matter contained herein, and supersedes and renders null and void any and all prior or contemporaneous oral or written understandings, negotiations, or promises relating to these issues. No agreement modifying this Agreement shall be binding unless made in writing and signed by a duly authorized representative of the party to be bound.**



Section 4- Acceptance

Customer:
Lakeside School District

Contractor:
Mesa Energy Systems, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



APPENDIX A: Scope Details

Appendix A1: Equipment Schedule

The below table reflects the quantity of each equipment type included within the scope of this agreement along with the quantity of each unique inspection type that will be completed per contract year. NOTE: For Repair Coverage, "N" indicates that repairs are excluded (maintenance only program), whereas "L" and "F" indicates that repairs are covered for labor only, or for labor and materials, respectively. See terms for additional details.

Line	Equip. Category	Equipment Type	Equipment Designation	Size	Qty	Yr of Mfg	Qty Inspections				Repair Coverage
							[Major]	[Minor]	CC Clean	Boiler Clean	
1	Air Handling Units	AHU- Cooling w/ Heat (Other)	AHU 1-4	To 12.5 Tons	4		2	2	0	0	N
2	Boilers	Boiler- Hot Water (Gas)	BOILER 1	To 3,050,000 Btu/Hr	1		1	1	0	1	N
3	Chillers	RECIP AND SCROLL- AIR CLD	CHILLER 1	To 50 Tons	1		1	1	1	0	N
4	Packaged Units	Pkgd DX (Air Cld)- Cooling w/ Elec. Heat	CUV 1-22	To 5 Tons	22		2	2	1	0	N
5	Packaged Units	Pkgd DX (Air Cld)- Cooling w/ Elec. Heat	BARD 1-25	To 5 Tons	25		2	2	1	0	N

Clarifications for planned maintenance (included equipment, inspections, and the like) and/ or for Repair Coverage scope of work are listed below:

- N/A

Appendix A2: Additional/ Enhanced Services

Our program includes the following additional/ enhanced services that are often omitted and/ or overlooked in other programs. NOTE: When "Program" is listed in "Applies To", this indicates that the enhancement applies to the overall agreement or all equipment, as applicable:

Included Service Enhancements	Applies To	Fee
Total Fees (Already Included in Pricing)		Included

Additional Considerations

Below is a partial list of beneficial enhancements to other maintenance programs that are likely to reduce operating costs, improve function, and/ or extend equipment life- depending on the site and systems. Unless listed in the above table, these are NOT included within this agreement but may be worthy of further discussion.

- Vibration Testing/ Analysis
- IR Imaging/ Digital Thermography
- Refrigerant Testing & Management
- Additional Visits
- Additional Coil Cleanings
- Energy Benchmarking & Assessments
- HVAC Schedule Compliance
- HVAC Set-point Optimization
- Building Controls Maintenance
- Retrofit/ Replacement Planning
- Advanced Asset Management
- Lighting Retrofits
- PE Validation (Energy Star)
- Video documentation of work performed

Appendix A3- Tasking Details



This Section provides additional details related to the inspections for equipment listed in Appendix A1, including lists of typical tasks that technicians may perform. NOTE: Actual tasks performed by technicians for any listed equipment type may vary slightly, depending on equipment specifics (presence/ absence of features or accessories), customer application, and/ or requirement from specific manufacturers. In addition, please note that:

- ◆ As part of maintenance services, technicians will verify that equipment was either left operating properly (or capable of sufficient operation) and when this is not true, will provide a recommended next-step.
- ◆ All service visits will include documentation of work performed via a written narrative from the technician.
- ◆ Unless stated otherwise within this proposal, traditional media filters for major HVAC equipment will be replaced quarterly with new filters of equivalent media and performance. As requirements for “final”, high-efficiency (typically MERV-14 or higher, including HEPA), or other specialty filters vary by application and duty, that work will be addressed as additional work unless otherwise specified in this proposal.

Task List	Description
01- Indoor/ AHUs (Major PM-Cooling)	<p>The following tasks are part of a MAJOR PM for Indoor Air-Handling Units (AHUs) in preparation for cooling season:</p> <p>Part 1- While unit is De-energized</p> <ul style="list-style-type: none"> * Check bearings (fan and motor) and drive components for wear * (If BELT DRIVEN) Inspect blower pulley and drive belt for wear and verify proper belt tension * Lubricate blower motor bearings * Inspect blower wheel for cleanliness * Inspect internal coil/s for cleanliness * Inspect contactor for wear & pitting * Check condensate pans and clean as necessary * (If DX COOLING) Visually inspect for signs of refrigerant leakage * Inspect all unit panels for integrity and tight seal <p>Part 2- While unit is Energized</p> <ul style="list-style-type: none"> * Check minimum outdoor/ ventilation air settings * Check thermostat/control for proper operation (& verify it's left in proper mode) * Check blower motor voltage & amps * (If DX COOLING), Operate refrigeration system & verify proper performance * Check for any vibrations or unusual noises
01- Indoor/ AHUs (Major PM-Heating)	<p>The following tasks are part of a MAJOR PM for Indoor Air-Handling Units (AHUs) in preparation for heating season:</p> <p>Part 1- While unit is De-energized</p> <ul style="list-style-type: none"> * Check bearings (fan and motor) and drive components for wear * (If BELT DRIVEN) Inspect blower pulley and drive belt for wear and verify proper belt tension * Lubricate blower motor bearings * Inspect blower wheel for cleanliness * Inspect internal coil/s for cleanliness * Inspect contactor for wear & pitting * (If FUEL HEAT) inspect for any fuel leaks at unit; inspect heat exchanger for any signs of leakage or degradation; inspect ignition components for wear * Inspect all unit panels for integrity and tight seal



	<p>Part 2- While unit is Energized</p> <ul style="list-style-type: none"> * Check minimum outdoor/ ventilation air settings * Verify proper operation of safety controls * (If FUEL HEAT), inspect draft inducer and motor for proper operation * (If HEAT PUMP), verify proper operation of reversing valve and defrost control * (If ELECTRIC HEAT), verify heating elements are intact and operational * Operate heating system & verify proper performance * Check for any vibrations or unusual noises
01- Indoor/ AHUs (Minor PM)	<p>The following tasks are part of a MINOR PM for Indoor Air-Handling Units (AHUs):</p> <p>Part 1- While unit is De-energized</p> <ul style="list-style-type: none"> * (If belt driven) Inspect drive belt for wear and verify proper belt tension * Check blower and motor bearings for play and wear * Inspect contactors for wear & pitting * Check condensate pans and clean as necessary * Inspect all unit panels for integrity and tight seal <p>Part 2- While unit is Energized</p> <ul style="list-style-type: none"> * Check thermostat/control for proper operation (& verify it's left in proper mode) * Running (Visual) inspection of unit in current mode of operation * Check for any vibrations or unusual noises
50- Boilers (Major PM)	<p>The following tasks are part of a MAJOR PM for all boilers:</p> <p>Part 1- While unit is De-energized</p> <ul style="list-style-type: none"> * Check for any water leaks * (If FUEL HEAT) Clean boiler (Combustion side) * Service Low Water Cut-off * Inspect refractory * Clean and adjust ignition assembly * Inspect flue pipe for any degradation or leakage * (If FUEL HEAT), inspect for any fuel leaks at unit * (If FUEL OIL HEAT), service oil burner and replace fuel filters * (If ELECTRIC HEAT), verify all fuses and elements are intact and operational * Check expansion tank and water make-up valve * Inspect all unit panels for integrity and tight seal <p>Part 2- While unit is Energized</p> <ul style="list-style-type: none"> * Check temperature setpoint * Check thermostat/control for proper operation (& verify it's left in proper mode) * Verify system pressure is correct for application * (If FUEL HEAT) inspect draft regulator for proper operation * (If FUEL HEAT) Inspect draft inducer for proper operation * Operate heating system & verify proper performance * (If FUEL HEAT) Check for proper ignition and condition of flame * Check operation of safety controls * Check for any vibrations or unusual noises
50- Boilers (Minor PM)	<p>The following tasks are part of a MINOR PM for all boilers:</p> <p>Part 1- While unit is De-energized</p> <ul style="list-style-type: none"> * Check for any water leaks * (If FUEL HEAT), inspect for any fuel leaks at unit * Inspect all unit panels for integrity and tight seal <p>Part 2- While unit is Energized</p>



	<ul style="list-style-type: none"> * Check temperature setpoint * Check thermostat/control for proper operation (& verify it's left in proper mode) * Verify system pressure is correct for application * (If FUEL HEAT) Check for proper ignition and condition of flame * Check operation of safety controls * Running (Visual) inspection of unit in current mode of operation * Check for any vibrations or unusual noises
30- Chillers (Major PM)- Spring or Start-up	<p>The following is a list of typical requirements for MINOR PM completed sometime during the "Summer" months. These should not be viewed as a checklist since the variations in different compressors, configurations, available technologies, applications, etc. are so significant that the tasking for any specific chiller will vary, as well.</p> <p>Part 1- While unit is De-energized</p> <ul style="list-style-type: none"> * (If AIR-COOLED), clean condenser coils by applying chemical solution to the exterior followed by rinsing with clean water from the interior side of the coil <p>Part 2- While unit is Energized</p> <ul style="list-style-type: none"> * Visually check for leaks (liquids, gases) and refig. contamination * Start machine, check controls, and calibrate as needed * Check starter operation, voltage and current * Establish proper chilled water and condenser water flows * Check operation of the vane positioner * Check refrigerant and oil levels * Check purge operation * Check for any vibrations or unusual noises
30- Chillers (Minor PM)- Fall or Shutdown	<p>The following is a list of typical requirements for MINOR PM completed sometime during the "Fall" months. These should not be viewed as a checklist since the variations in different compressors, configurations, available technologies, applications, etc. are so significant that the tasking for any specific chiller will vary, as well.</p> <p>Part 1- While unit is De-energized</p> <ul style="list-style-type: none"> * (If SEASONAL OPERATION- only intended for operation during the "summer" months), shut down chiller AFTER completing the ENERGIZED tasks, and take appropriate measures to lay-up machine <p>Part 2- While unit is Energized</p> <ul style="list-style-type: none"> * Visually check for leaks (liquids, gases) and refig. contamination * Verify proper system performance by analyzing temperatures and pressures * Verify proper oil return system operation * Check for any vibrations or unusual noises
30- Chillers (Minor PM)- Summer	<p>The following is a list of typical requirements for MINOR PM completed sometime during the "Summer" months. These should not be viewed as a checklist since the variations in different compressors, configurations, available technologies, applications, etc. are so significant that the tasking for any specific chiller will vary, as well.</p> <p>Part 1- While unit is De-energized</p> <ul style="list-style-type: none"> * N/A (Chiller to remain in operation) <p>Part 2- While unit is Energized</p> <ul style="list-style-type: none"> * Visually check for leaks (liquids, gases) and refig. contamination * Verify proper system performance by analyzing temperatures and pressures * Verify proper oil return system operation



	<ul style="list-style-type: none"> * Take oil sample and complete analysis * Check for any vibrations or unusual noises
30- Chillers (Minor PM)- Winter	<p>The following is a list of typical requirements for MINOR PM completed sometime during the "Winter" months. These should not be viewed as a checklist since the variations in different compressors, configurations, available technologies, applications, etc. are so significant that the tasking for any specific chiller will vary, as well.</p> <p>Part 1- While unit is De-energized</p> <ul style="list-style-type: none"> * Inspect refrigerant relief valve * Replace oil filter and gasket (if applicable) * (If WATER-COOLED), clean condenser tubes (see separate tasking) <p>Part 2- While unit is Energized</p> <ul style="list-style-type: none"> * Visually check for leaks (liquids, gases) and refig. contamination * Verify proper system performance by analyzing temperatures and pressures * Verify proper oil return system operation * Check purge operation * Check for any vibrations or unusual noises
Enhanced Service (OPTIONAL)- Eddy Current Testing (Condenser Tubes)	<p>ENHANCEMENT</p> <p>This service is an enhancement and as such, is NOT INCLUDED unless specifically called out within Appendix A-1 of this proposal along with the specific equipment that it's being provided for. When included, this should include:</p> <ul style="list-style-type: none"> * Remove piping end, brush clean the condenser to remove loose scale and sediment. * Eddy current test all condenser tubes. * Provide onsite initial report on any tubes requiring immediate corrective action. (Repairs are not included in this scope of work.) * After testing, reinstall water box covers and piping with new gaskets. * Provide written report on the condition of all tubes, along with any recommended action.
Enhanced Service (OPTIONAL)- Eddy Current Testing (Evaporator Tubes)	<p>ENHANCEMENT</p> <p>This service is an enhancement and as such, is NOT INCLUDED unless specifically called out within Appendix A-1 of this proposal along with the specific equipment that it's being provided for. When included, this should include:</p> <ul style="list-style-type: none"> * Remove piping end, brush clean the evaporator to remove loose scale and sediment. * Eddy current test all evaporator tubes. * Provide onsite initial report on any tubes requiring immediate corrective action. (Repairs are not included in this scope of work.) * After testing, reinstall water box covers and piping with new gaskets. * Provide written report on the condition of all tubes, along with any recommended action.
Enhanced Service (OPTIONAL)- Oil Analysis	<p>ENHANCEMENT</p> <p>This service is an enhancement and as such, is NOT INCLUDED unless specifically called out within Appendix A-1 of this proposal. When included, an EMCOR technician will</p> <ul style="list-style-type: none"> * Obtain an oil sample * Ship oil to 3rd party for testing/ analysis * Review report from 3rd party lab * Identify any recommendation from results. <p>NOTE: When possible, data from each oil analysis will be stored to serve as a benchmark and as a basis to enhance our diagnostic capabilities for future oil analysis.</p>
Enhanced Service (OPTIONAL)- Refrigerant Analysis	<p>ENHANCEMENT</p> <p>This service is an enhancement and as such, is NOT INCLUDED unless specifically called out within Appendix A-1 of this proposal. When included, an EMCOR technician will</p> <ul style="list-style-type: none"> * Obtain an refrigerant sample



	<ul style="list-style-type: none"> * Ship sample to 3rd party for testing/ analysis * Review report from 3rd party lab * Identify any recommendation from results. <p>NOTE: When possible, data from each refrigerant analysis will be stored to serve as a benchmark and as a basis to enhance our diagnostic capabilities for future oil analysis.</p>
00- Packaged HVAC Units (Major PM- Cooling)	<p>This is a Major PM inspection that applies to all packaged DX units. It should be completed prior to peak cooling season.</p> <p>Part 1- While unit is De-energized</p> <ul style="list-style-type: none"> * Check electrical connections * Check capacitors for proper output range * Check bearings (fan and motor) and drive components for wear * (If BELT DRIVEN) Inspect blower pulley and drive belt for wear and verify proper belt tension * Lubricate blower motor bearings * Inspect blower wheel for cleanliness * Inspect internal coil/s for cleanliness * Check condensate pans and clean as necessary * Inspect all contactors for wear & pitting * Visually inspect for signs of refrigerant leakage * Inspect condenser fan blades * Inspect condenser coil for cleanliness & condition * Inspect all unit panels for integrity and tight seal <p>Part 2- While unit is Energized</p> <ul style="list-style-type: none"> * Check minimum outdoor/ ventilation air settings * Check thermostat/control for proper operation (& verify it's left in proper mode) * Operate refrigeration system & verify proper performance * Check compressor voltage & amps * Check blower motor voltage & amps * Check crankcase heater for proper operation * Check for any vibrations or unusual noises
00- Packaged HVAC Units (Major PM- Heating)	<p>This is a Major PM inspection that applies to all packaged DX units with heating (all types). It should be completed prior to heating season.</p> <p>Part 1- While unit is De-energized</p> <ul style="list-style-type: none"> * Check electrical connections * Check capacitors for proper output range * Check bearings (fan and motor) and drive components for wear * (If BELT DRIVEN) Inspect blower pulley and drive belt for wear and verify proper belt tension * Lubricate blower motor bearings * Inspect blower wheel for cleanliness * Inspect internal coil/s for cleanliness * Inspect all contactors for wear & pitting * If FUEL HEAT, inspect for any fuel leaks at unit, inspect heat exchanger for any signs of leakage or degradation, and inspect ignition components for wear * Inspect all unit panels for integrity and tight seal <p>Part 2- While unit is Energized</p> <ul style="list-style-type: none"> * Check minimum outdoor/ ventilation air settings * Check thermostat/control for proper operation (& verify it's left in proper mode) * Operate refrigeration system & verify proper performance * Check compressor voltage & amps * Check blower motor voltage & amps



	<ul style="list-style-type: none"> * Check crankcase heater for proper operation * Check for any vibrations or unusual noises
00- Packaged HVAC Units (Minor PM)	<p>The following tasks are part of a MINOR PM for Packaged HVAC units:</p> <p>Part 1- While unit is De-energized</p> <ul style="list-style-type: none"> * (If belt driven) Inspect drive belt for wear and verify proper belt tension * Check blower and motor bearings for play and wear * Inspect contactors for wear & pitting * Check condensate pans and clean as necessary * Inspect all unit panels for integrity and tight seal <p>Part 2- While unit is Energized</p> <ul style="list-style-type: none"> * Check thermostat/control for proper operation (& verify it's left in proper mode) * Running (Visual) inspection of unit in current mode of operation * Check economizer (if present) controls and operation * Check for any vibrations or unusual noises
01- Condenser Coil Cleaning (Standard)	<p>The following applies to in-scope cleaning of condenser coils for unitary equipment:</p> <ul style="list-style-type: none"> * Clean Condenser Coils by applying chemical solution to the exterior followed by rinsing with clean water from the interior side of the coil * If environmental conditions require this condenser to have more frequent cleaning OR the existing coil requires an alternate method (e.g. microchannel) it was noted in Additional Work



APPENDIX B: WE ARE PART OF THE EMCOR GROUP FAMILY

AN INDUSTRY LEADER

- ◆ A Fortune 500® leader in building services, mechanical and electrical construction, and industrial and energy infrastructure, we provide services for 75% of the other Fortune 500® Companies and other organizations working in virtually every market segment, facility type and size.
- ◆ National coverage with 220+ locations and 40,000+ employees in the U.S. and UK. More than 5,500 skilled technicians are trained to work on virtually any brand of equipment in every type of facility in nearly every major U.S. market.
- ◆ The Power of Financial Strength: EMCOR's strong financial position enables it to attract and retain the best talent, undertake and complete the most ambitious projects, and redefine and shape the future of the industries in which it works.
- ◆ The EMCOR Values of "Mission First, People Always" have become inculcated across all EMCOR subsidiaries and employees. These simple yet powerful words explain and describe the fundamental beliefs by which we operate.



COMPREHENSIVE SERVICES

- ◆ Mechanical and HVAC services
- ◆ Mechanical and HVAC construction, renovation, and retrofits
- ◆ Energy services
- ◆ As part of the EMCOR family, additional services include: site-based facilities services, interior and exterior maintenance services, fire protection, and multi-site maintenance and trades

STRONG SAFETY CULTURE

- ◆ Safety Record: EMCOR's safety performance consistently remains strong year after year with a current rate better than 60% of competitors and that ranks 63% lower than the Bureau of Labor Statistics industry average.
- ◆ Industry Leading Safety Programs: EMCOR's award winning "Be There For Life—ZERO Injury" program is an industry leader in reducing lost time injuries.

KEY BENEFITS

- ◆ Client-focused solutions
- ◆ Enhanced employee workplace experience, wellness, and comfort levels
- ◆ Optimized return on investment
- ◆ Controlled costs and service levels
- ◆ Improved efficiencies
- ◆ Extended system life
- ◆ Code and regulatory compliance expertise
- ◆ Best-in-class technology
- ◆ Deep commitment to sustainability

TENTATIVE AGREEMENT

BETWEEN THE

LAKESIDE UNION SCHOOL DISTRICT

AND THE

CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION

LAKESIDE/OLD RIVER CHAPTER NO. 730

JULY 1, 2022 – JUNE 30, 2025

(May 5, 2025)

This Agreement ("Agreement") is entered into by and between the Lakeside Union School District ("District") and the California School Employees Association, Lakeside/Old River Chapter No. 730. As a result of negotiations, the District and the Association have agreed to a Tentative Agreement as set forth below.

ARTICLE V HOURS AND OVERTIME

[Status Quo]

ARTICLE VIII LEAVES OF ABSENCE

A. No absence under any paid leave provision of this Article shall be considered a break in service for any employee who is in paid status, and all benefits accruing under the provisions of this Agreement shall continue to accrue during the absence.

Sick Leave

B. Each full-time regular employee shall be entitled to one day of sick leave for each month of employment. Unit members who work less than full time shall receive prorated sick leave. (Example: A five-hour employee earns five hours of sick leave each month.)

1. Sick leave may be used for accident, illness, ~~doctor appointments~~; or quarantine.
2. Unused sick leave shall accrue from school year to school year.
3. ~~Sick leave shall be taken in one-hour increments.~~ Employees shall provide ~~ample~~ call-in notification **as soon as possible but no later than 90 minutes prior to their start time**, except in extenuating circumstances.
4. Upon return from sick leave, unit members must complete the appropriate District form.
5. ~~A male employee may utilize up to two days of accumulated sick leave for the birth of his child.~~
6. ~~An employee may utilize up to two days of accumulated sick leave for the adoption of his/her child.~~

C - L: No Changes.

ARTICLE XI PAY AND ALLOWANCES

Regular Rate of Pay

A. The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in Appendix A which shall be in effect from July 1, ~~2024~~ ~~2023~~ – June 30, ~~2025~~ ~~2024~~. [Appendix A reflects on-schedule increase. Appendix A will be retroactive to July 1, ~~2024~~ ~~2023~~, and will apply to base salary only. Appendix A reflects a ~~four and one half percent (4.5%)~~ **one percent (1%)** increase over the ~~2023-2024~~ ~~2022-2023~~ Classified Salary Schedule.

B – K: No Changes.

Note: The parties agreed to increase the hourly rate for bus driver classifications by one dollar (\$1.00) effective upon ratification of this Tentative Agreement. The increase will be accomplished by applying the one-dollar increase to Step 1 hourly rate in each bus driver classification . Appendix A-1 reflects the bus driver increase.

ARTICLE XII HEALTH AND WELFARE BENEFITS

A. The District “cap” on health and welfare premiums for the ~~2023-2024~~ ~~2024-2025~~ benefit plan year is ~~\$21,132.36~~ ~~20,952.36~~. Employees are responsible for additional health and welfare premiums above the District’s cap.

B – D: No Changes.

E. Term life insurance at \$65,000 shall be provided to eligible employees through **Self-Insured Schools of California** ~~Mutual of Omaha~~.

F – K: No Changes.

OTHER MATTERS

1. The Parties agree to cooperate in preparing a final agreement that will contain the agreements set forth in this Tentative Agreement. The Parties acknowledge and agree that there may be certain language clean-up of a non-substantive nature that will be corrected in the final agreement. The Parties must mutually agree to any clean-up requests or the change shall not be made.
2. All other terms and conditions of the 2022-2025 Collective Bargaining Agreement shall remain unchanged.
3. The on-schedule increase will be retroactive to July 1, 2024 and will apply to base salary only. Only those unit members employed on the date of the Association's ratification of this Tentative Agreement are eligible for the on-schedule increase.
4. The modification to the bus driver pay rates is retroactive to the date of the Association's ratification of this Tentative Agreement.
5. This Tentative Agreement is entered into pursuant to the provisions of Sections 3540-3549 of the California Government Code.

This Tentative Agreement is subject to ratification by the Association membership and approval by the Lakeside Union School District Board of Trustees.

RECOMMENDED FOR RATIFICATION


LAKESIDE UNION SCHOOL DISTRICT

May 9, 2025


Ty Bryson
Superintendent

CSEA CHAPTER NO. 730

May 9, 2025


Cesar Luna
President

Andie Steiber
CSEA LRR

Classified Salary Schedule

07/01/2024-06/30/2025

CBA: Appendix A

Board Approved TBD

Job Group	Job Title	Step in Years											
		1	2	3	4	5	6	7	8	9	10	11	12
		HRLY	HRLY	HRLY	HRLY	HRLY	HRLY	HRLY	HRLY	HRLY	HRLY	HRLY	HRLY
1	School Secretary	20.32	20.93	21.56	22.20	22.87	23.56	24.26	24.99	25.74	26.51	27.31	28.13
	Student Supp. Ser. Secretary	19.30	19.88	20.48	21.09	21.72	22.37	23.05	23.74	24.45	25.18	25.94	26.72
	School Clerk	18.31	18.71	19.12	19.55	19.98	20.41	20.86	21.32	21.79	22.27	22.76	23.26
2	Food Service Manager	17.20	17.72	18.25	18.79	19.36	19.94	20.54	21.15	21.79	22.44	23.12	23.81
	Food Service Worker	16.89	17.26	17.64	18.03	18.43	18.83	19.25	19.67	20.10	20.54	21.00	21.46
	Food Service Coord./Utility	17.10	17.48	17.86	18.25	18.66	19.07	19.49	19.91	20.35	20.80	21.26	21.72
3	Health Technician	17.82	18.21	18.61	19.02	19.44	19.87	20.31	20.75	21.21	21.68	22.15	22.64
	SASI II	23.22	23.73	24.25	24.79	25.33	25.89	26.46	27.04	27.64	28.24	28.86	29.50
	SASI I	21.11	21.57	22.05	22.53	23.03	23.54	24.05	24.58	25.12	25.68	26.24	26.82
	Instructional Aide II	17.74	18.13	18.53	18.94	19.35	19.78	20.21	20.66	21.11	21.58	22.05	22.54
	Instructional Aide	16.89	17.26	17.64	18.03	18.43	18.83	19.25	19.67	20.10	20.54	21.00	21.46
	Library Clerk	16.89	17.26	17.64	18.03	18.43	18.83	19.25	19.67	20.10	20.54	21.00	21.46
	Supervision Aide	16.89	17.26	17.64	18.03	18.43	18.83	19.25	19.67	20.10	20.54	21.00	21.46
4	Technology Support	24.40	24.94	25.49	26.05	26.62	27.20	27.80	28.41	29.04	29.68	30.33	31.00
	M & O Coordinator	23.22	23.92	24.63	25.37	26.13	26.92	27.73	28.56	29.41	30.30	31.21	32.14
	Grounds Worker	20.11	20.55	21.00	21.47	21.94	22.42	22.91	23.42	23.93	24.46	25.00	25.55
	Maintenance II	20.53	20.98	21.44	21.92	22.40	22.89	23.39	23.91	24.43	24.97	25.52	26.08
	Maintenance I	19.47	19.90	20.34	20.78	21.24	21.71	22.19	22.67	23.17	23.68	24.20	24.74
	Lead Custodian	17.77	18.30	18.85	19.42	20.00	20.60	21.22	21.85	22.51	23.19	23.88	24.60
	Utility Worker/Custodian	16.89	17.26	17.64	18.03	18.43	18.83	19.25	19.67	20.10	20.54	21.00	21.46
5	Bus Mechanic	23.66	24.18	24.71	25.26	25.81	26.38	26.96	27.55	28.16	28.78	29.41	30.06
	Transportation Coordinator	23.22	23.92	24.63	25.37	26.13	26.92	27.73	28.56	29.41	30.30	31.21	32.14
	Bus Driver/Lead Utility	20.80	21.42	22.07	22.73	23.41	24.11	24.84	25.58	26.35	27.14	27.95	28.79
	Bus Driver/Utility	20.53	20.98	21.44	21.92	22.40	22.89	23.39	23.91	24.43	24.97	25.52	26.08
	Bus Driver	20.53	20.98	21.44	21.92	22.40	22.89	23.39	23.91	24.43	24.97	25.52	26.08

Step Increase

Lead positions: 1.03

All others: 1.022

Salary schedule placement is based on experience and determined by the District Superintendent.

Class	Title	Split shift	Shift differential	Longevity
1	Clerical	5%	6%	15 years 2%
2	Food Service			20 years 4% Total of 6%
3	Instructional Assistants/Aides			25 years 6% Total of 12%
4	Maintenance & Operations			
5	Transportation			

1% Increase Retro to 7/1/2024 on Base Pay

Classified Salary Schedule
07/01/2024-06/30/2025
CBA: Appendix A-1

Board Approved TBD

Job Group	Job Title	Step in Years											
		1	2	3	4	5	6	7	8	9	10	11	12
		HRLY	HRLY	HRLY	HRLY	HRLY	HRLY	HRLY	HRLY	HRLY	HRLY	HRLY	HRLY
1	School Secretary	20.32	20.93	21.56	22.20	22.87	23.56	24.26	24.99	25.74	26.51	27.31	28.13
	Student Supp. Ser. Secretary	19.30	19.88	20.48	21.09	21.72	22.37	23.05	23.74	24.45	25.18	25.94	26.72
	School Clerk	18.31	18.71	19.12	19.55	19.98	20.41	20.86	21.32	21.79	22.27	22.76	23.26
2	Food Service Manager	17.20	17.72	18.25	18.79	19.36	19.94	20.54	21.15	21.79	22.44	23.12	23.81
	Food Service Worker	16.89	17.26	17.64	18.03	18.43	18.83	19.25	19.67	20.10	20.54	21.00	21.46
	Food Service Coord./Utility	17.10	17.48	17.86	18.25	18.66	19.07	19.49	19.91	20.35	20.80	21.26	21.72
3	Health Technician	17.82	18.21	18.61	19.02	19.44	19.87	20.31	20.75	21.21	21.68	22.15	22.64
	SASI II	23.22	23.73	24.25	24.79	25.33	25.89	26.46	27.04	27.64	28.24	28.86	29.50
	SASI I	21.11	21.57	22.05	22.53	23.03	23.54	24.05	24.58	25.12	25.68	26.24	26.82
	Instructional Aide II	17.74	18.13	18.53	18.94	19.35	19.78	20.21	20.66	21.11	21.58	22.05	22.54
	Instructional Aide	16.89	17.26	17.64	18.03	18.43	18.83	19.25	19.67	20.10	20.54	21.00	21.46
	Library Clerk	16.89	17.26	17.64	18.03	18.43	18.83	19.25	19.67	20.10	20.54	21.00	21.46
	Supervision Aide	16.89	17.26	17.64	18.03	18.43	18.83	19.25	19.67	20.10	20.54	21.00	21.46
4	Technology Support	24.40	24.94	25.49	26.05	26.62	27.20	27.80	28.41	29.04	29.68	30.33	31.00
	M & O Coordinator	24.22	24.95	25.69	26.47	27.26	28.08	28.92	29.79	30.68	31.60	32.55	33.53
	Grounds Worker	20.11	20.55	21.00	21.47	21.94	22.42	22.91	23.42	23.93	24.46	25.00	25.55
	Maintenance II	21.53	22.00	22.49	22.98	23.49	24.00	24.53	25.07	25.62	26.19	26.76	27.35
	Maintenance I	19.47	19.90	20.34	20.78	21.24	21.71	22.19	22.67	23.17	23.68	24.20	24.74
	Lead Custodian	17.77	18.30	18.85	19.42	20.00	20.60	21.22	21.85	22.51	23.19	23.88	24.60
	Utility Worker/Custodian	16.89	17.26	17.64	18.03	18.43	18.83	19.25	19.67	20.10	20.54	21.00	21.46
5	Bus Mechanic	24.66	25.20	25.76	26.32	26.90	27.49	28.10	28.72	29.35	30.00	30.66	31.33
	Transportation Coordinator	24.22	24.95	25.69	26.47	27.26	28.08	28.92	29.79	30.68	31.60	32.55	33.53
	Bus Driver/Lead Utility	21.80	22.45	23.13	23.82	24.54	25.27	26.03	26.81	27.62	28.44	29.30	30.18
	Bus Driver/Utility	21.53	22.00	22.49	22.98	23.49	24.00	24.53	25.07	25.62	26.19	26.76	27.35
	Bus Driver	21.53	22.00	22.49	22.98	23.49	24.00	24.53	25.07	25.62	26.19	26.76	27.35

Step Increase

Lead positions: 1.03

All others: 1.022

Salary schedule placement is based on experience and determined by the District Superintendent.

Class	Title	Split shift	Shift differential	Longevity
1	Clerical	5%	6%	15 years 2%
2	Food Service			20 years 4% Total of 6%
3	Instructional Assistants/Aides			25 years 6% Total of 12%
4	Maintenance & Operations			
5	Transportation			

Effective Upon Ratification

Classified Confidential/Management Salary Schedule
2024-2025

Job Title	Steps											
	1	2	3	4	5	6	7	8	9	10	11	12
MOT Director	36.48	37.57	38.70	39.86	41.06	42.29	43.56	44.87	46.21	47.60	49.03	50.50
Business Manager	34.18	35.21	36.26	37.35	38.47	39.62	40.81	42.04	43.30	44.60	45.94	47.31
Administrative Assistant	32.88	33.87	34.88	35.93	37.01	38.12	39.26	40.44	41.65	42.90	44.19	45.51
District Clerk	28.59	29.45	30.33	31.24	32.18	33.14	34.14	35.16	36.22	37.30	38.42	39.58
Pool Manager	22.69	23.37	24.07	24.79	25.54	26.30	27.09	27.91	28.74	29.61	30.49	31.41
Campus Security	29.59	30.48	31.39	32.33	33.30	34.30	35.33	36.39	37.48	38.61	39.77	40.96

1 % Increase to Salary Retro from 7/1/2024

Salary schedule placement is based on experience and determined by the District Superintendent.

Longevity

15 years 2%

20 years 4% Total of 6%

25 years 6% Total of 12%