LAKESIDE UNION SCHOOL DISTRICT
BOARD OF TRUSTEES
REGULAR MEETING
AGENDA

Suburu School Multi-Purpose Building
7315 Harris Road
Bakersfield, CA 93313

October 13, 2026
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.

A. TOUR OF SUBURU SCHOOL FACILITY BEGINS AT 6:00 P.M.

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. Back to School Presentation by Lakeside School Administration.

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

A. Approve minutes of Regular Meeting of September 8, 2026.

B. Approve September End of Month Payroll - $1,123,426.80 and October Mid Month Payroll – $74,096.64.

C. Approve Batch #2, #3, #4, #5.

Moved_____Seconded_____Roll Call Vote:MB___AB___TJ____RR___DB___
Vote: Yes(Y) _____No(N) _____Abstained(A) _____Absent(AB) _____

4. 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)*

5. CLOSED SESSION

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

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

6. OPEN SESSION

7. REPORT OF CLOSED SESSION

8. DISCUSSION OR ACTION ITEMS

A. General Control

(1) Report on Williams Settlement Complaints.

(2) Approval of BP 6159 – AR 6159.

Moved_____Seconded_____Roll Call Vote:MB___AB___TJ____RR___DB___
Vote: Yes(Y) _____No(N) _____Abstained(A) _____Absent(AB) _____

B. Curriculum

(1) Adjourn to Public Hearing for Discussion of Sufficiency of Instructional Materials.

(2) Close Public Hearing.

(3) Approval of Resolution 10132026 – Sufficiency of Instructional Materials for the 2026-2027 School Year.

Moved_____Seconded_____Roll Call Vote:MB___AB___TJ____RR___DB___
Vote: Yes(Y) _____No(N) _____Abstained(A) _____Absent(AB) _____

C. Budget and Finance

(1) Approval of Proposal No. T26-641-CAB for Materials Testing & Inspection Services from Krazan for Donald E. Suburu New TK/K Playground not to Exceed $14,619.00.

Moved_____Seconded_____Roll Call Vote:MB___AB___TJ____RR___DB___
Vote: Yes(Y) _____No(N) _____Abstained(A) _____Absent(AB) _____

(2) Approval of Quote #4543 from Kern Sprinkler Landscaping Inc for Lakeside School French Drain not to Exceed $11,150.00.

Moved_____Seconded_____Roll Call Vote:MB___AB___TJ____RR___DB___
Vote: Yes(Y) _____No(N) _____Abstained(A) _____Absent(AB) _____

(3) Approval of Quote #4542 from Kern Sprinkler Landscaping Inc to Install Stablilized California Gold D.G. at Suburu School not to Exceed $13,650.00.

Moved_____Seconded_____Roll Call Vote:MB___AB___TJ____RR___DB___
Vote: Yes(Y) _____No(N) _____Abstained(A) _____Absent(AB) _____

(4) Approval of Quote #4491 from Kern Sprinkler Landscaping Inc Lakeside Rewire not to Exceed $23,623.59.

Moved_____Seconded_____Roll Call Vote:MB___AB___TJ____RR___DB___
Vote: Yes(Y) _____No(N) _____Abstained(A) _____Absent(AB) _____

(5) Approval of Change Order CO-04 from Ken W. Smith Construction for 7 CR, 1RR & Staff Parking Lot at Suburu School not to Exceed $33,244.68

Moved_____Seconded_____Roll Call Vote:MB___AB___TJ____RR___DB___
Vote: Yes(Y) _____No(N) _____Abstained(A) _____Absent(AB) _____

(6) Approval of Proposal No. P607-26 for Geotechnical Engineering Investigation and Geologic Hazards Evaluation Proposed Modular Building Donald E. Suburu School not to Exceed $10,800.00.

Moved_____Seconded_____Roll Call Vote:MB___AB___TJ____RR___DB___
Vote: Yes(Y) _____No(N) _____Abstained(A) _____Absent(AB) _____

(7) Approval of Architects Proposal for Suburu Elementary School – Chiller Replacement Project Additional Services – Esisting Campus Certification not to Exceed $32,750.00.

Moved_____Seconded_____Roll Call Vote:MB___AB___TJ____RR___DB___
Vote: Yes(Y) _____No(N) _____Abstained(A) _____Absent(AB) _____

D. Personnel

(1) Approval to Hire Jesus Espinoza Hernandez, 8 Hour Utility Worker/Custodian at Lakeside.

Moved_____Seconded_____Roll Call Vote:MB___AB___TJ____RR___DB___
Vote: Yes(Y) _____No(N) _____Abstained(A) _____Absent(AB) _____

(2) Hearing and Public Comment of the Lakeside Union School Districts Initial Reopener Proposal to the Lakeside Chapter #730 (CSEA) for the 2026-2027 School Year.

(3) Close Hearing and Public Comment.

(4) Approval of the Lakeside Union School Districts Initial Reopener Proposal to the Lakeside Chapter #730 (CSEA) for the 2026-2027 School Year.

Moved_____Seconded_____Roll Call Vote:MB___AB___TJ____RR___DB___
Vote: Yes(Y) _____No(N) _____Abstained(A) _____Absent(AB) _____

(5) Hearing and Public Comment of the Lakeside Chapter #730 (CSEA) Initial Reopener Proposal to the Lakeside Union School District for the 2026-2027 School Year.

(6) Close Hearing and Public Comment.

(7) Approval of the Lakeside Chapter #730 (CSEA) Initial Reopener Proposal to the Lakesic Union School District for the 2026-2027 School Year.

Moved_____Seconded_____Roll Call Vote:MB___AB___TJ____RR___DB___
Vote: Yes(Y) _____No(N) _____Abstained(A) _____Absent(AB) _____

(8) Approval to Hire Mayra Velasquez, 6 Hour Food Service Worker at Suburu.

Moved_____Seconded_____Roll Call Vote:MB___AB___TJ___RR___DB___
Vote: Yes(Y) _____No(N) _____Abstained(A) _____Absent(AB) _____

(9) Approval to Hire Iris Perez-Paredes, 6 Hour Food Service Worker at Lakeside.

Moved_____Seconded_____Roll Call Vote:MB___AB___TJ___RR___DB___
Vote: Yes(Y) _____No(N) _____Abstained(A) _____Absent(AB) _____

(10) Approval to Hire Roxana Villagrana, 6.5 Hour Instructional Aide II at Suburu.

Moved_____Seconded_____Roll Call Vote:MB___AB___TJ___RR___DB___
Vote: Yes(Y) _____No(N) _____Abstained(A) _____Absent(AB) _____

(11) Approval to Hire Shantel Ornelas, 6.5 Hour Instructional Aide II at Suburu.

Moved_____Seconded_____Roll Call Vote:MB___AB___TJ___RR___DB___
Vote: Yes(Y) _____No(N) _____Abstained(A) _____Absent(AB) _____

(12) Approval to Hire Jonathan Hernandez, 6.5 Hour Instructional Aide II at Suburu.

Moved_____Seconded_____Roll Call Vote:MB___AB___TJ___RR___DB___
Vote: Yes(Y) _____No(N) _____Abstained(A) _____Absent(AB) _____

(13) Approval of Tentative Agreement Between the Lakeside Union School District and the Lakeside/Suburu Teachers Association, CTA/NEA.

Moved_____Seconded_____Roll Call Vote:MB___AB___TJ___RR___DB___
Vote: Yes(Y) _____No(N) _____Abstained(A) _____Absent(AB) _____

(14) Approval to Hire Nicholas Smith as an Intern SDC Teacher at Lakeside.

Moved_____Seconded_____Roll Call Vote:MB___AB___TJ___RR___DB___
Vote: Yes(Y) _____No(N) _____Abstained(A) _____Absent(AB) _____

(15) Approval of Job Description Bus Driver/Lead Grounds Keeper.

Moved_____Seconded_____Roll Call Vote:MB___AB___TJ___RR___DB___
Vote: Yes(Y) _____No(N) _____Abstained(A) _____Absent(AB) _____

9. REPORTS AND CORRESPONDENCE

A. Enrollment Lakeside 998 Suburu 777 Total 1775

B. CSEA

C. CTA

D. Correspondence

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

F. Superintendent's Report

10. 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.*

11. ADVANCE PLANNING

A. Future Meeting Dates

(1) Regular Board Meeting – November 10, 2026 at 6:30 p.m. in the Lakeside School Auditorium.

(2) Discussion and Approval of Date for Annual Organizational Board Meeting.

Moved_____Seconded_____Roll Call Vote:MB___AB___TJ____RR___DB___
Vote: Yes(Y) _____No(N) _____Abstained(A) _____Absent(AB) _____

12. 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

September 8, 2026
6:30 P.M.

BOARD MEMBERS PRESENT: Trustees Buoni, Banducci 6:31 pm, D. Buoni, Robertson

BOARD MEMBERS ABSENT: Trustee Jones

OTHERS PRESENT: See Attached

1. Call to Order, Flag Salute The regular meeting convened at 6:30 p.m.

2. Closed Session. 6:31 pm

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

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

   B. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Subdivision (d)(1) Of Government Code Section 54956.9)Name of Case: OAH Case No. 2026060995

3. Open Session 7:08 pm

4. Report of Closed Session Trustee Banducci motioned to approve Case No. 2026060995, Trustee D. Buoni seconded. Approved – Trustee Buoni, Trustee Banducci, Trustee D. Buoni, Trustee Robertson. No – 0. Abstained – 0. Absent – 1.

5. Back to School Presentation by Suburu Administration

6. Consent Agenda Approval of Consent Agenda. Motion by Trustee D. Buoni, seconded by Trustee Banducci. Approved - Trustee Buoni, Trustee Banducci, Trustee Robertson, Trustee D. Buoni. No – 0. Abstained – 0. Absent – 1. By this action the Board:

   A. Approved the minutes of Regular Meeting of August 11, 2026.

   B. Approved the August End of Month Payroll and September Mid Month Payroll.

7. Hearing of Staff and/or Citizens None

8. Discussion or Action Items

A. General Control

(1) Approval of 2026 Local Agency Biennial Notice. Motion by Trustee Banducci, seconded by Trustee Robertson. Approved – Trustee Buoni, Trustee Banducci, Trustee D. Buoni, Trustee Robertson. No – 0. Abstained – 0. Absent – 1.

B. Budget and Finance

(1) Approval of Resolution 09082026 – Support of Applications for Eligibility Determination and Funding; Deisgnation of Authorized District Representatives. Motion by Trustee D. Buoni, seconded by Trustee Robertson. Approved - Trustee Buoni, Trustee Banducci, Trustee D. Buoni, Trustee Robertson. No – 0. Abstained – 0. Absent – 1.

(2) Approval of Resolution 09082026A – Five-Year School Facilities Master Plan Requirement for School Facility Program Small School District Program Funding Applications. Motion by Trustee Banducci, seconded by Trustee Robertson. Approved Trustee Buoni, Trustee Banducci, Trustee D. Buoni, Trustee Robertson. No – 0. Abstained – 0. Absent – 1.

(3) Approval of Resolution 09082026B – Approving an Increase in Statutory School Fees Imposed on New Residential and Commercial/Industrial Construction Pursuant to Education Code Section 17620 and Government Code Section 65995. Motion by Trustee D. Buoni, seconded by Trustee Banducci. Approved - Trustee Buoni, Trustee Banducci, Trustee D. Buoni, Trustee Robertson. No – 0. Abstained – 0. Absent – 1.

(4) Approval of Resolution 09082026C – Appropriations Gann Limit in the Amount of $21,016,921.29 for 2025-2026, and $22,163,133.74 for 2026-2027. Motion by Trustee D. Buoni, seconded by Trustee Robertson. Approved - Trustee Buoni, Trustee Banducci, Trustee D. Buoni, Trustee Robertson. No – 0. Abstained – 0. Absent – 1.

(5) Approval of Budget Unaudited Actuals for the 2025-2026 School Year. Motion by Trustee D. Buoni, seconded by Trustee Banducci. Approved - Trustee Buoni, Trustee Banducci, Trustee D. Buoni, Trustee Robertson. No – 0. Abstained – 0. Absent – 1.

(6) Approval of Proposal for Architectural/Engineering Services for Marquee Sign at Suburu School. Motion by Trustee Banducci, seconded by Trustee D. Buoni. Approved - Trustee Buoni, Trustee Banducci, Trustee D. Buoni, Trustee Robertson. No – 0. Abstained – 0. Absent – 1.

(7) Approval of Speech-Language pathology Services Agreement Between Telespeech Therapy, Inc. and Lakeside Union School District. Motion by Trustee D. Buoni, seconded by Trustee Robertson. Approved – Trustee Buoni, Trustee Banducci, Trustee D. Buoni, Trustee Robertson. No – 0. Abstained – 0. Absent – 1.

(8) Approval of Quote for Suburu School Playfield Rewire from Kern Sprinkler Landscaping Inc Not to Exceed $14,946.76. Motion by Trustee Banducci, seconded by Trustee D. Buoni. Approved – Trustee Buoni, Trustee Banducci, Trustee D. Buoni, Trustee Robertson. No – 0. Abstained – 0. Absent – 1.

(9) Approval of Scope of Work from All Tech Fire and Safety, Inc. – Lakeside School Rms 901-905 Tie-In & Device Replacement, and Troubleshooting of Existing Troubles in Building 400 and Building 500 Pool South Not to Exceed $17,706.93. Motion by Trustee Robertson, seconded by Trustee Banducci. Approved – Trustee Buoni, Trustee Banducci, Trustee D. Buoni, Trustee Robertson. No – 0. Abstained – 0. Absent – 1.

(10) Approval of Contract 27361251 – SELPA DIS Agreement MOU. Motion by Trustee D. Buoni, seconded by Trustee Banducci. Approved – Trustee Buoni, Trustee Banducci, Trustee D. Buoni, Trustee Robertson. No – 0. Abstained – 0. Absent – 1.

C. Personnel

(1) Approval to Hire Kaithlyn Veliz, 6 Hour Instructional Aide at Suburu. Motion by Trustee Robertson, seconded by Trustee Banducci. Approved - Trustee Buoni, Trustee Banducci, Trustee D. Buoni, Trustee Robertson. No – 0. Abstained – 0. Absent – 1.

(2) Approval to Hire Casey Morrow, MOT Director for the District. Motion by Trustee D. Buoni, seconded by Trustee Robertson. Approved - Trustee Buoni, Trustee Banducci, Trustee D. Buoni, Trustee Robertson. No – 0. Abstained – 0. Absent – 1.

(3) Approval to Hire Jesus Espinoza Hernandez, 7 Hour Utility Worker/Custodian at Suburu. Motion by Trustee Robertson, seconded by Trustee Banducci. Approved – Trustee Buoni, Trustee Banducci, Trustee D. Buoni, Trustee Robertson. No – 0. Abstained – 0. Absent – 1.

(4) Discussion and Possible Action to Change the Director of Maintenance, Operations, and Transportation (MOT Director) from an Hourly Rate of Pay to an Annual Salary. Motion by Trustee D. Buoni, seconded by Trustee Robertson. Approved - Trustee Buoni, Trustee Banducci, Trustee D. Buoni, Trustee Robertson. No – 0. Abstained – 0. Absent – 1.

(5) Approval to Hire Blanca Caevero, Special Education TK-5th Grade Teacher at Suburu School. Motion by Trustee Buoni, seconded by Trustee Jones. Approved - Trustee Buoni, Trustee Banducci, Trustee Jones, Trustee Robertson. No – 0. Abstained – 0. Absent – 1.

9. Reports and Correspondence

A. Enrollment Lakeside 988 Suburu 777 Total 1765

B. CSEA None

C. CTA None

D. Correspondence None

E. Board Members Report None

F. Superintendent Report Mr. Bryson shared that the district started professional development with Best First Instruction Foundation with KCSOS at Suburu and will be at

Lakeside on Thursday. The focus of the professional development is on academic improvement starting with administration and working up to bringing all the staff in and working with them.

10. Items Not on the Agenda None

11. Advance Planning

A. Future Meeting Dates

(1) Regular Board Meeting at Suburu School Multi-Purpose Building at 6:30 p.m. with a tour of the Suburu Campus beginning at 6:00 pm on October 13, 2026.

12. Adjournment Motion by Trustee D. Buoni, seconded by Trustee Robertson. Approved - Trustee Buoni, Trustee Banducci, Trustee D. Buoni, Trustee Robertson. No – 0 Abstained – 0. Absent – 1.

The meeting was adjourned at 7:34 p.m.

_____
Secretary to the Board

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WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE	LN	DEPOSIT TYPE FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	ABA NUM ACCOUNT NUM DESCRIPTION	AMOUNT
45275138	002365/	ADVANCED DATA STORAGE				
		PV-270077		01-0000-0-5800.00-0000-2700-001-00-000-0000	247404	46.00
				01-0000-0-5800.00-0000-2700-001-00-000-0000	247405	46.00
				01-0000-0-5800.00-0000-2700-001-00-000-0000	245189	46.00
				WARRANT TOTAL		$138.00
45275139	002349/	ALL CARTS				
		PV-270145		01-0000-0-5800.00-0000-8100-001-00-000-0000	25915	693.10
				WARRANT TOTAL		$693.10
45275140	002322/	ALL-TECH FIRE & SECURITY				
		PV-270078		01-8150-0-5800.00-0000-8100-001-00-000-0000	2474	9,768.00
				WARRANT TOTAL		$9,768.00
45275141	001853/	AMAZON CAPITAL SERVICES				
		PV-270079		01-0000-0-4300.00-1110-1000-000-00-000-0000	SUPPLIES	2,661.05
				WARRANT TOTAL		$2,661.05
45275142	000340/	AT&T				
		PV-270081		01-0000-0-5900.00-0000-7200-000-00-000-0000	25736550	163.82
				01-0000-0-5900.00-0000-7200-000-00-000-0000	25716074	88.21
				01-0000-0-5900.00-0000-7200-000-00-000-0000	25716168	175.98
				01-0000-0-5900.00-0000-7200-000-00-000-0000	257160001	122.59
				01-0000-0-5900.00-0000-7200-000-00-000-0000	25589913	4.51
				01-0000-0-5900.00-0000-7200-000-00-000-0000	25640137	100.42
				01-0000-0-5900.00-0000-7200-000-00-000-0000	25640187	345.78
				01-0000-0-5900.00-0000-7200-000-00-000-0000	25640136	18.06
				01-0000-0-5900.00-0000-7200-000-00-000-0000	25569552	174.38
				01-0000-0-5900.00-0000-7200-000-00-000-0000	25569458	87.41
				01-0000-0-5900.00-0000-7200-000-00-000-0000	25569385	121.47

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE	LN	DEPOSIT TYPE FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	ABA NUM ACCOUNT NUM DESCRIPTION	AMOUNT
				WARRANT TOTAL		$1,402.63
45275143	002668/	ATM FACILITIES CONSULTING LLC				
		PV-270080		01-0000-0-5800.00-0000-8100-000-00-000-0000	2	7,280.00
				01-0000-0-5800.00-0000-8100-000-00-000-0000	3	9,380.00
				WARRANT TOTAL		$16,660.00
45275144	001778/	AVID CENTER				
		PV-270169		01-0000-0-5800.00-0000-2700-000-00-113-0000	INV017566	5,460.00
				WARRANT TOTAL		$5,460.00
45275145	002133/	BAKERSFIELD LOCKSMITH				
		PV-270083		01-0000-0-5800.00-0000-8100-001-00-000-0000	83414	415.00
				01-0000-0-5800.00-0000-8100-001-00-000-0000	83335	202.06
				WARRANT TOTAL		$617.06
45275146	002151/	BENCHMARK EDUCATION COMPANY				
	270017	PO-270017	1.	01-1100-0-4100.00-1110-1000-001-00-000-0000	606261	5,526.16
	270017		2.	01-1100-0-4100.00-1110-1000-002-00-000-0000	606261	5,526.16
				WARRANT TOTAL		$11,052.32
45275147	002505/	BOYS & GIRLS CLUB				
		PV-270084		01-2600-0-5800.00-1110-1000-000-00-000-0000	1LELOP2627	175,000.00
				WARRANT TOTAL		$175,000.00
45275148	002538/	BRADY INDUSTRIES				
		PV-270085		01-8150-0-4300.00-0000-8100-000-00-000-0000	1196125882	194.93
				01-8150-0-4300.00-0000-8100-000-00-000-0000	12046713	165.40
				01-8150-0-4300.00-0000-8100-000-00-000-0000	1196091619	1,336.51
				01-8150-0-4300.00-0000-8100-000-00-000-0000	12081330	19,110.70
				01-8150-0-4300.00-0000-8100-000-00-000-0000	12085438	389.92
				01-8150-0-4300.00-0000-8100-000-00-000-0000	12088296	165.99
				01-8150-0-4300.00-0000-8100-000-00-000-0000	12095229	1,231.21

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE	LN	DEPOSIT TYPE FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	ABA NUM ACCOUNT NUM DESCRIPTION	AMOUNT
				01-8150-0-4300.00-0000-8100-000-00-000-0000	12095228	391.46
				01-8150-0-4300.00-0000-8100-000-00-000-0000	12073439	36.20
				01-8150-0-4300.00-0000-8100-000-00-000-0000	12073440	853.64
				01-8150-0-4300.00-0000-8100-000-00-000-0000	12073935	5,159.68
				01-8150-0-4300.00-0000-8100-000-00-000-0000	12073972	1,043.34
				01-8150-0-4300.00-0000-8100-000-00-000-0000	1196068386	170.52
				01-8150-0-4300.00-0000-8100-000-00-000-0000	1196075923	902.50
				01-8150-0-4300.00-0000-8100-000-00-000-0000	1196083331	1,539.29
				WARRANT TOTAL		$32,691.29
45275149	000107/	CALIFORNIA SCHOOL BOARDS				
		PV-270121		01-0000-0-5300.00-0000-7100-000-00-000-0000	INV-81129-W4X2G5	12,161.00
				01-0000-0-5300.00-0000-7100-000-00-000-0000	INV-82243-H8Z5M3	3,225.00
				WARRANT TOTAL		$15,386.00
45275150	000132/	CALIFORNIA WATER SERVICE				
		PV-270092		01-0000-0-5500.00-0000-8100-002-00-000-0000	WATER	379.56
				01-0000-0-5500.00-0000-8100-002-00-000-0000	WATER	1,323.87
				WARRANT TOTAL		$1,703.43
45275151	000381/	CHAMPION HARDWARE				
		PV-270087		01-8150-0-5800.00-0000-8100-001-00-000-0000	WO53828	340.00
				01-8150-0-5800.00-0000-8100-001-00-000-0000	WO53818	340.00
				01-8150-0-5800.00-0000-8100-002-00-000-0000	WO53831	2,260.19
				WARRANT TOTAL		$2,940.19
90144168	002205/	CINTAS CORPORATION	99	EFT		
		PV-270088		01-8150-0-4300.00-0000-8100-000-00-000-0000	4277612091	85.13
				01-8150-0-4300.00-0000-8100-000-00-000-0000	4277618425	497.99
				01-8150-0-4300.00-0000-8100-000-00-000-0000	4279921809	497.99

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE	LN	DEPOSIT TYPE FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	ABA NUM ACCOUNT NUM DESCRIPTION	AMOUNT
				01-8150-0-4300.00-0000-8100-000-00-000-0000	4279915335	84.99
				01-8150-0-4300.00-0000-8100-000-00-000-0000	4279115315	497.99
				01-8150-0-4300.00-0000-8100-000-00-000-0000	4279109308	84.99
				01-8150-0-4300.00-0000-8100-000-00-000-0000	4278415176	85.13
				01-8150-0-4300.00-0000-8100-000-00-000-0000	4278420610	497.99
				WARRANT TOTAL		$2,332.20
45275152	000385/	CITY OF BAKERSFIELD				
		PV-270089		01-0000-0-5500.00-0000-8100-002-00-000-0000	TRASH/SEWER	469.11
				01-0000-0-5500.00-0000-8100-002-00-000-0000	389460	1,382.86
				WARRANT TOTAL		$1,851.97
45275153	000735/	COALITION FOR ADEQUATE SCHOOL				
		PV-270086		01-0000-0-5300.00-0000-7100-000-00-000-0000	200019558	148.00
				01-0000-0-5300.00-0000-7100-000-00-000-0000	300005645	503.10
				WARRANT TOTAL		$651.10
45275154	800989/	Carney's Business Technology C				
		PV-270165		01-0000-0-4300.00-1110-1000-000-00-131-0000	INV133854	1,527.41
				WARRANT TOTAL		$1,527.41
45275155	800877/	Coole School				
	270008	PO-270008	1.	01-0000-0-4300.00-1110-1000-000-00-113-0000	CS-35661	3,526.88
				WARRANT TOTAL		$3,526.88
45275156	102726/	DARRELL HOWARD				
		PV-270157		01-0000-0-5200.00-0000-8100-000-00-000-0000	AUGUST MILEAGE	42.56
				WARRANT TOTAL		$42.56
45275157	000307/	DEPARTMENT OF JUSTICE				
		PV-270168		01-0000-0-5800.00-0000-7200-000-00-000-0000	64641	601.00
				WARRANT TOTAL		$601.00
45275158	002523/	EDUTECH GROUP				

PV-270158	01-0000-0-5800.00-0000-7200-000-00-000-0000	1350	37,000.00

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE	LN	FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	DEPOSIT TYPE ABA NUM ACCOUNT NUM DESCRIPTION	AMOUNT
				WARRANT TOTAL		$37,000.00
45275159	001104/	ELAN FINANCIAL SERVICES				
		PV-270093		01-0000-0-4300.00-0000-7200-000-00-000-0000	SUPPLIES	317.37
				WARRANT TOTAL		$317.37
90144169	001178/	INC EWING IRRIGATION PRODUCTS	99	EFT		
		PV-270094		01-0000-0-4300.00-0000-8100-001-00-000-0000	31299867	187.37
				01-0000-0-4300.00-0000-8100-002-00-000-0000	31146580	445.07
				01-0000-0-4300.00-0000-8100-002-00-000-0000	31299920	140.67
				01-0000-0-4300.00-0000-8100-002-00-000-0000	31305985	53.15
				WARRANT TOTAL		$826.26
45275160	002373/	EXPLORE LEARNING				
	270020	PO-270020	1.	01-0000-0-4200.00-1110-1000-000-00-112-0000	CI-00874912	15,213.02
				WARRANT TOTAL		$15,213.02
45275161	001026/	FERGUSON ENTERPRISES LLC #686				
		PV-270095		01-8150-0-4300.00-0000-8100-000-00-000-0000	6837795	379.58
				WARRANT TOTAL		$379.58
45275162	002682/	FORWARD BOUND PLUMBING				
		PV-270097		01-0000-0-5800.00-0000-8100-001-00-000-0000	103764392	1,600.00
				01-0000-0-5800.00-0000-8100-001-00-000-0000	103488158	9,450.00
				01-0000-0-5800.00-0000-8100-001-00-000-0000	102300980	737.50
				01-0000-0-5800.00-0000-8100-002-00-000-0000	102426659	645.00
				01-0000-0-5800.00-0000-8100-002-00-000-0000	103655602	13,777.50
				WARRANT TOTAL		$26,210.00
45275163	002683/	INC. GOLD COAST ELECTRIC				
		PV-270098		01-0000-0-5800.00-0000-8100-001-00-000-0000	6003002	1,214.52
				01-0000-0-5800.00-0000-8100-001-00-000-0000	6002998	1,200.00
				WARRANT TOTAL		$2,414.52

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE	LN	DEPOSIT TYPE FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	ABA NUM ACCOUNT NUM DESCRIPTION	AMOUNT
45275164	001607/	GOLDEN EMPIRE FLEET SERVICE				
		PV-270120		01-0000-0-5800.00-0000-3600-000-00-000-0000	94015	630.79
				01-0000-0-5800.00-0000-3600-000-00-000-0000	94463	882.68
				01-0000-0-5800.00-0000-3600-000-00-000-0000	94464	927.68
				01-0000-0-5800.00-0000-3600-000-00-000-0000	93835	243.12
				01-0000-0-5800.00-0000-3600-000-00-000-0000	94224	404.48
				01-0000-0-5800.00-0000-3600-000-00-000-0000	93830	254.48
				01-0000-0-5800.00-0000-3600-000-00-000-0000	94398	1,978.60
				01-0000-0-5800.00-0000-3600-000-00-000-0000	94268	508.51
				01-0000-0-5800.00-0000-3600-000-00-000-0000	94272	533.75
				01-0000-0-5800.00-0000-3600-000-00-000-0000	94270	480.96
				01-0000-0-5800.00-0000-3600-000-00-000-0000	94267	1,258.91
				01-0000-0-5800.00-0000-3600-000-00-000-0000	94537	698.13
				01-0000-0-5800.00-0000-3600-000-00-000-0000	94536	421.52
				01-0000-0-5800.00-0000-3600-000-00-000-0000	94212	5,165.92
				WARRANT TOTAL		$14,389.53
45275165	002364/	GONZALO SANCHEZ				
		PV-270139		01-6019-0-5200.00-1110-1000-000-00-000-0000	AUGUST MILEAGE	70.15
				WARRANT TOTAL		$70.15
45275166	001038/	GORDON SERVICES				
		PV-270100		01-0000-0-5800.00-0000-2700-002-00-000-0000	6597	1,876.00
				01-0000-0-5800.00-0000-2700-002-00-000-0000	6532	2,506.00
				WARRANT TOTAL		$4,382.00
45275167	800942/	GRAINGER				
		PV-270102		01-0000-0-4300.00-0000-8100-001-00-000-0000	9061323490	609.24
				01-0000-0-4300.00-0000-8100-001-00-000-0000	9978132430	83.14

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE	LN	DEPOSIT TYPE FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	ABA NUM ACCOUNT NUM DESCRIPTION	AMOUNT
				WARRANT TOTAL		$692.38
45275168	000140/	GRAYBAR				
		PV-270109		01-0000-0-4300.00-0000-8100-000-00-000-0000	9354416132	225.33
				WARRANT TOTAL		$225.33
45275169	000320/	HOME DEPOT CREDIT SERVICES				
		PV-270103		01-8150-0-4300.00-0000-8100-000-00-000-0000	MAINT. SUPPLIES	14,691.32
				WARRANT TOTAL		$14,691.32
90144170	000174/	IMAGE 2000		99 EFT		
		PV-270104		01-0000-0-4300.00-0000-7200-000-00-000-0000	870869	1,618.34
				01-0000-0-5600.00-0000-2700-001-00-000-0000	867961	489.72
				01-0000-0-5600.00-0000-2700-001-00-000-0000	866204	299.96
				01-0000-0-5600.00-0000-2700-001-00-000-0000	866202	1,339.60
				01-0000-0-5600.00-0000-2700-001-00-000-0000	866201	629.61
				01-0000-0-5600.00-0000-2700-001-00-000-0000	866200	1,191.68
				01-0000-0-5600.00-0000-2700-001-00-000-0000	866192	304.46
				01-0000-0-5600.00-0000-2700-001-00-000-0000	866188	506.61
				01-0000-0-5600.00-0000-2700-001-00-000-0000	866187	4,421.42
				01-0000-0-5600.00-0000-2700-001-00-000-0000	866186	1,742.63
				01-0000-0-5600.00-0000-2700-001-00-000-0000	866185	583.04
				01-0000-0-5600.00-0000-2700-001-00-000-0000	866183	707.51
				01-0000-0-5600.00-0000-2700-001-00-000-0000	866182	3,472.74
				01-0000-0-5600.00-0000-2700-002-00-000-0000	866199	843.68
				01-0000-0-5600.00-0000-2700-002-00-000-0000	866198	1,132.01
				01-0000-0-5600.00-0000-2700-002-00-000-0000	866197	344.24
				01-0000-0-5600.00-0000-2700-002-00-000-0000	866196	4,792.50

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE	LN	DEPOSIT TYPE FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	ABA NUM ACCOUNT NUM DESCRIPTION	AMOUNT
				01-0000-0-5600.00-0000-2700-002-00-000-0000	866195	943.35
				01-0000-0-5600.00-0000-2700-002-00-000-0000	866194	427.57
				01-0000-0-5600.00-0000-2700-002-00-000-0000	866193	1,030.78
				01-0000-0-5600.00-0000-2700-002-00-000-0000	866191	643.22
				01-0000-0-5600.00-0000-2700-002-00-000-0000	866190	800.82
				01-0000-0-5600.00-0000-2700-002-00-000-0000	866189	853.97
				01-0000-0-5600.00-0000-2700-002-00-000-0000	866184	529.14
				01-1100-0-4300.00-1110-1000-002-00-000-0000	871982	231.05
				01-1100-0-4300.00-1110-1000-002-00-000-0000	870979	340.81
				01-1100-0-4300.00-1110-1000-002-00-000-0000	870978	1,159.91
				WARRANT TOTAL		$31,380.37
45275170	002513/	INDUSTRIAL SHOEWORKS				
		PV-270105		01-0000-0-4300.00-0000-3600-000-00-000-0000	DARRELL HOWARD	100.00
				01-0000-0-4300.00-0000-8100-001-00-000-0000	MIKE SPRINGSTEAD	125.00
				01-0000-0-4300.00-0000-8100-001-00-000-0000	DANIEL ZAMUDIO	100.00
				01-0000-0-4300.00-0000-8100-001-00-000-0000	GREGORY WOODS	100.00
				01-0000-0-4300.00-0000-8100-001-00-000-0000	ERICKA JIMENEZ	100.00
				01-0000-0-4300.00-0000-8100-001-00-000-0000	NORA ZAVALA GASPAR	100.00
				01-0000-0-4300.00-0000-8100-001-00-000-0000	BLANCA RODRIGUEZ	100.00
				01-0000-0-4300.00-0000-8100-001-00-000-0000	MEGAN SMITH	100.00
				01-0000-0-4300.00-0000-8100-002-00-000-0000	ANA MORALES TORRES	100.00
				01-0000-0-4300.00-0000-8100-002-00-000-0000	JODI NICKLAS	85.52
				WARRANT TOTAL		$1,010.52
45275171	001045/	INFINITY COMMUNICATIONS				
		PV-270106		01-0000-0-5800.00-0000-7200-000-00-000-0000	20557	1,650.00

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE	LN	DEPOSIT TYPE FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	ABA NUM ACCOUNT NUM DESCRIPTION	AMOUNT
				01-0000-0-5800.00-0000-7200-000-00-000-0000	20526	2,835.00
				01-0000-0-5800.00-0000-7200-000-00-000-0000	20527	1,250.00
				01-0000-0-5800.00-0000-7200-000-00-000-0000	20520	2,925.00
				01-0000-0-5800.00-0000-7200-000-00-000-0000	20549	750.00
				01-0000-0-5800.00-0000-7200-000-00-000-0000	20548	810.00
				WARRANT TOTAL		$10,220.00
45275172	002476/	ISAAC MEZA				
		PV-270107		01-1100-0-4300.00-1110-1000-001-00-000-0000	INSTRUMENT SUPPLIES	55.98
		PV-270167		01-6019-0-5200.00-1110-1000-000-00-000-0000	AUGUST MILEAGE	32.83
				WARRANT TOTAL		$88.81
45275173	002511/	J AND J CARPET CLEANING				
		PV-270108		01-0000-0-5800.00-0000-8100-001-00-000-0000	LAKESIDE CARPET CLEANING	200.00
				WARRANT TOTAL		$200.00
45275174	000094/	KERN COUNTY SUPT OF SCHOOLS				
		PV-270137		01-0000-0-5800.00-0000-3600-000-00-000-0000	700193	4,146.40
				WARRANT TOTAL		$4,146.40
45275175	000223/	LAKESHORE LEARNING MATERIALS				
		PV-270113		01-2600-0-4300.00-1110-1000-000-00-000-0000	94212076	328.05
				WARRANT TOTAL		$328.05
45275176	002693/	LIGHTNING ELECTRIC				
		PV-270114		01-0000-0-5800.00-0000-8100-001-00-000-0000	18567	340.00
				WARRANT TOTAL		$340.00
45275177	002419/	LLC LITERACY RESOURCES				
	270010	PO-270010	1.	01-0000-0-4200.00-1110-1000-000-00-112-0000	260707-0226434	534.00
	270022	PO-270022	1.	01-0000-0-4200.00-1110-1000-000-00-112-0000	260723-0228374	346.36
	270023	PO-270023	1.	01-0000-0-4200.00-1110-1000-000-00-112-0000	260708-0226568	1,246.00
				WARRANT TOTAL		$2,126.36

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE	LN	DEPOSIT TYPE FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	ABA NUM ACCOUNT NUM DESCRIPTION	AMOUNT
45275178	000660/	M&S SECURITY SERVICES				
		PV-270118		01-0000-0-5800.00-0000-8100-000-00-000-0000	135716	20.00
				01-0000-0-5800.00-0000-8100-000-00-000-0000	135449	40.00
				01-0000-0-5800.00-0000-8100-002-00-000-0000	LAKESIDE_SCHOOL_DISTRICT-001	320.00
				01-0000-0-5800.00-0000-8100-002-00-000-0000	135426	160.00
				01-0000-0-5800.00-0000-8100-002-00-000-0000	135866	798.00
				WARRANT TOTAL		$1,338.00
45275179	001647/	MCGRAW HILL LLC				
	270012	PO-270012	1.	01-1100-0-4100.00-1110-1000-001-00-000-0000	141004788001 & 140987311002	312.98
	270013	PO-270013	1.	01-1100-0-4100.00-1110-1000-001-00-000-0000	MULTIPLE INVOICES	19,638.99
	270018	PO-270018	1.	01-1100-0-4100.00-1110-1000-002-00-000-0000	MULTIPLE INVOICES	16,103.87
				WARRANT TOTAL		$36,055.84
45275180	000115/	MCMOR CHLORINATION				
		PV-270115		01-8150-0-5800.00-0000-8100-001-00-000-0000	29507	955.00
				01-8150-0-5800.00-0000-8100-001-00-000-0000	29318	1,739.00
				WARRANT TOTAL		$2,694.00
45275181	002244/	MOSSMAN'S CATERING				
		PV-270117		01-0000-0-4300.00-0000-7200-000-00-000-0000	22264	3,153.42
				WARRANT TOTAL		$3,153.42
45275182	002125/	INC. MULTI-HEALTH SYSTEMS				
	270029	PO-270029	1.	01-6500-0-4300.00-5770-3120-000-00-000-0000	SIP00666072	1,150.00
				WARRANT TOTAL		$1,150.00
45275183	002307/	MYSTERY SCIENCE INC				
	270025	PO-270025	1.	01-0000-0-4200.00-1110-1000-000-00-131-0000	340425	2,199.00
				WARRANT TOTAL		$2,199.00
45275184	000061/	P G & E				
		PV-270129		01-0000-0-5500.00-0000-8100-001-00-000-0000	LAKESIDE POWER	42,165.05

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE	LN	DEPOSIT TYPE FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	ABA NUM ACCOUNT NUM DESCRIPTION	AMOUNT
				01-0000-0-5500.00-0000-8100-001-00-000-0000	LAKESIDE POWER	48,513.49
				01-0000-0-5500.00-0000-8100-002-00-000-0000	SUBURU GAS	2,819.04
				01-0000-0-5500.00-0000-8100-002-00-000-0000	SUBURU POWER	51,898.91
				WARRANT TOTAL		$145,396.49
45275185	002490/	PACIFIC ONESOURCE INC.				
	270035	PO-270035	1.	01-4127-0-4300.00-1110-1000-000-00-000-0000	25702	37,628.26
				WARRANT TOTAL		$37,628.26
45275186	002694/	PARKER TILE				
		PV-270123		01-0000-0-5800.00-0000-8100-001-00-000-0000	1	5,969.00
				WARRANT TOTAL		$5,969.00
45275187	001868/	PEARSON CLINICAL ASSESSEMENT				
	270031	PO-270031	1.	01-6500-0-5800.00-5001-3150-000-00-000-0000	32048749, 32054637	2,655.90
	270032	PO-270032	1.	01-6500-0-5800.00-5001-3150-000-00-000-0000	32054793	1,036.15
				WARRANT TOTAL		$3,692.05
45275188	002169/	PEST BUSTER				
		PV-270125		01-8150-0-5500.00-0000-8100-000-00-000-0000	16865	800.00
				01-8150-0-5500.00-0000-8100-000-00-000-0000	16964	100.00
				WARRANT TOTAL		$900.00
45275189	000164/	PITNEY BOWES				
		PV-270131		01-0000-0-5900.00-0000-7200-000-00-122-0000	3108004084	294.21
				WARRANT TOTAL		$294.21
45275190	000463/	PITNEY BOWES - PURCHASE POWER				
		PV-270132		01-0000-0-5900.00-0000-7200-000-00-122-0000	POSTAGE	1,081.54
				WARRANT TOTAL		$1,081.54
45275191	002160/	PLC HEATING & AIR				
		PV-270128		01-8150-0-5800.00-0000-8100-001-00-000-0000	I260722110	1,021.43
				01-8150-0-5800.00-0000-8100-001-00-000-0000	I260722111	2,720.00

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE	LN	DEPOSIT TYPE FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	ABA NUM ACCOUNT NUM DESCRIPTION	AMOUNT
				01-8150-0-5800.00-0000-8100-001-00-000-0000	I260731166	120.00
				01-8150-0-5800.00-0000-8100-001-00-000-0000	I260826367	515.00
				01-8150-0-5800.00-0000-8100-001-00-000-0000	I260825353	280.00
				01-8150-0-5800.00-0000-8100-001-00-000-0000	I260825347	1,955.00
				01-8150-0-5800.00-0000-8100-001-00-000-0000	I260821330	515.00
				01-8150-0-5800.00-0000-8100-001-00-000-0000	I260806203	180.00
				01-8150-0-5800.00-0000-8100-001-00-000-0000	I260805202	800.00
				01-8150-0-5800.00-0000-8100-001-00-000-0000	I260804188	240.00
				01-8150-0-5800.00-0000-8100-001-00-000-0000	I260731169	830.00
				01-8150-0-5800.00-0000-8100-001-00-000-0000	I260731168	360.00
				01-8150-0-5800.00-0000-8100-002-00-000-0000	I260827391	150.00
				01-8150-0-5800.00-0000-8100-002-00-000-0000	I260817292	428.00
				01-8150-0-5800.00-0000-8100-002-00-000-0000	I260817288	405.00
				01-8150-0-5800.00-0000-8100-002-00-000-0000	I260817286	180.00
				WARRANT TOTAL		$10,699.43
45275192	000173/	PRICE DISPOSAL INC.				
		PV-270133		01-0000-0-5500.00-0000-8100-001-00-000-0000	N4855490830	2,609.38
				WARRANT TOTAL		$2,609.38
45275193	002199/	PRIMO BRANDS				
		PV-270134		01-0000-0-5800.00-1110-1000-001-00-000-0000	16G0030478424	1,211.81
				WARRANT TOTAL		$1,211.81
45275194	002662/	QUICK FIX DIESEL				
		PV-270138		01-0000-0-5800.00-0000-3600-000-00-000-0000	002726	33.09
				01-0000-0-5800.00-0000-3600-000-00-000-0000	002703	745.14
				01-0000-0-5800.00-0000-3600-000-00-000-0000	002748	927.42

WARRANT	VENDOR/ADDR	NAME (REMIT) REQ#	REFERENCE	LN	DEPOSIT TYPE FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	ABA NUM ACCOUNT NUM DESCRIPTION	AMOUNT
					01-0000-0-5800.00-0000-3600-000-00-000-0000	002750	710.00
					01-0000-0-5800.00-0000-3600-000-00-000-0000	002855	3,251.57
					01-0000-0-5800.00-0000-3600-000-00-000-0000	002702	4,501.07
					01-0000-0-5800.00-0000-3600-000-00-000-0000	002846	1,251.84
					01-0000-0-5800.00-0000-3600-000-00-000-0000	002993	916.60
					01-0000-0-5800.00-0000-3600-000-00-000-0000	002995	875.91
					01-0000-0-5800.00-0000-3600-000-00-000-0000	002994	875.91
					01-0000-0-5800.00-0000-3600-000-00-000-0000	002747	777.49
					01-0000-0-5800.00-0000-3600-000-00-000-0000	002748	927.42
					01-0000-0-5800.00-0000-3600-000-00-000-0000	002649	754.76
					01-0000-0-5800.00-0000-3600-000-00-000-0000	002650	754.76
					01-0000-0-5800.00-0000-3600-000-00-000-0000	002767	180.00
					01-0000-0-5800.00-0000-3600-000-00-000-0000	002766	180.00
					01-0000-0-5800.00-0000-3600-000-00-000-0000	002765	180.00
					WARRANT TOTAL		$17,842.98
45275195	000225/	SCHOLASTIC INC					
		270007	PO-270007	1.	01-0000-0-4200.00-1110-1000-000-00-112-0000	M7728432	1,097.26
		270021	PO-270021	1.	01-0000-0-4200.00-1110-1000-000-00-112-0000	M7727795	1,580.81
			PV-270141		01-0000-0-4200.00-1110-1000-000-00-112-0000	M7709139	207.57
					01-0000-0-4200.00-1110-1000-000-00-112-0000	M7695468	255.42
					WARRANT TOTAL		$3,141.06
90144171	000731/	SCHOOL NURSE SUPPLY INC.		99	EFT		
			PV-270143		01-0000-0-4300.00-0000-3140-000-00-123-0000	INV1101188	1,271.52
					WARRANT TOTAL		$1,271.52
45275196	000075/	SIERRA SCHOOL EQUIPMENT					

CL-260001	01-2600-0-4300.00-1110-1000-000-00-000-0000	426174	17,381.66

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE	LN	DEPOSIT TYPE FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	ABA NUM ACCOUNT NUM DESCRIPTION	AMOUNT
		CL-260002		01-2600-0-4300.00-1110-1000-000-00-000-0000	426173	83,698.22
		CL-260003		01-2600-0-4300.00-1110-1000-000-00-000-0000	426172, 425876	158,408.62
				WARRANT TOTAL		$259,488.50
45275197	002544/	SILVAS OIL COMPANY				
		PV-270146		01-0000-0-5800.00-0000-3600-000-00-000-0000	502940	2,087.90
				01-0000-0-5800.00-0000-3600-000-00-000-0000	502717	3,030.97
				01-0000-0-5800.00-0000-3600-000-00-000-0000	502474	4,016.22
				WARRANT TOTAL		$9,135.09
45275198	002437/	STAPLES				
	270001	PO-270001	1.	01-1100-0-4300.00-1110-1000-001-00-000-0000	MULTIPLE INVOICES	9,001.36
	270002	PO-270002	1.	01-0000-0-4300.00-0000-2700-001-00-000-0000	MULTIPLE INVOICES	1,882.73
	270004	PO-270004	1.	01-1100-0-4300.00-1110-1000-001-00-000-0000	MULTIPLE INVOICES	11,848.49
	270004		1.	01-1100-0-4300.00-1110-1000-001-00-000-0000	MULTIPLE INVOICES	3,513.86
	270004		1.	01-1100-0-4300.00-1110-1000-001-00-000-0000	MULTIPLE INVOICES	959.45
	270026	PO-270026	1.	01-0000-0-4300.00-0000-2700-002-00-000-0000	MULTIPLE INVOICES	1,660.94
	270028	PO-270028	1.	01-1100-0-4300.00-1110-1000-002-00-000-0000	MULTIPLE INVOICES	12,420.22
		PV-270147		01-0000-0-4300.00-0000-2700-002-00-000-0000	6072105275	22.18
				01-0000-0-4300.00-0000-2700-002-00-000-0000	6072105262	59.31
				01-0000-0-4300.00-0000-8100-001-00-000-0000	6071582682	69.70
				01-1100-0-4300.00-1110-1000-002-00-000-0000	6071582684	456.79
				01-1100-0-4300.00-1110-1000-002-00-000-0000	6071582673	3,183.20
				WARRANT TOTAL		$45,078.23
90144172	002004/	STARFALL EDUCATION		99 EFT		
	270019	PO-270019	1.	01-0000-0-4200.00-1110-1000-000-00-112-0000	1678-9522-3269	355.00
				WARRANT TOTAL		$355.00

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE	LN	DEPOSIT TYPE FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	ABA NUM ACCOUNT NUM DESCRIPTION	AMOUNT
45275199	002697/	TARRAH MANN				
		PV-270151		01-0000-0-5200.00-0000-2700-001-00-000-0000	MILEAGE	10.64
				WARRANT TOTAL		$10.64
45275200	002685/	TERRY VALADEZ				
		PV-270150		01-0000-0-5200.00-0000-2700-001-00-000-0000	MILEAGE	91.65
				WARRANT TOTAL		$91.65
45275201	001891/	TOP DOG SWIMMING POOL				
		PV-270155		01-0000-0-4300.00-0000-8100-001-00-138-0000	123057	564.87
				01-0000-0-4300.00-0000-8100-001-00-138-0000	123065	368.03
				WARRANT TOTAL		$932.90
45275202	000562/	TYACK TIRES				
		PV-270156		01-0000-0-5800.00-0000-3600-000-00-000-0000	252584	1,378.01
				WARRANT TOTAL		$1,378.01
45275203	001893/	UNIVERSITY OF OREGON				
		PV-270130		01-0000-0-5800.00-0000-2700-001-00-000-0000	INV00085319	500.00
				WARRANT TOTAL		$500.00
45275204	000454/	VERIZON WIRELESS				
		PV-270159		01-0000-0-5900.00-0000-7200-000-00-000-0000	6151531947	689.35
				WARRANT TOTAL		$689.35
90144173	002193/	VERNON C. SORENSON MD	99	EFT		
		PV-270160		01-0000-0-5800.00-0000-3600-000-00-000-0000	615283	25.00
				01-0000-0-5800.00-0000-3600-000-00-000-0000	615322	75.00
				01-0000-0-5800.00-0000-3600-000-00-000-0000	615309	500.00
				WARRANT TOTAL		$600.00
45275205	002604/	VISTA HIGHER LEARNING				
		PV-270161		01-6300-0-4100.00-1110-1000-001-00-000-0000	SI338146	36,577.88
				01-6300-0-4100.00-1110-1000-002-00-000-0000	SI337536	36,040.97
				WARRANT TOTAL		$72,618.85

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE	LN	DEPOSIT TYPE FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	ABA NUM ACCOUNT NUM DESCRIPTION	AMOUNT
45275206	000625/	WALL STREET IMPRINTABLES				
		PV-270163		01-0000-0-4300.00-0000-8100-001-00-000-0000	112639 UNIFORMS	3,548.43
				01-0000-0-4300.00-0000-8100-002-00-000-0000	112639	3,548.44
				WARRANT TOTAL		$7,096.87
45275207	002356/	WEX BANK				
		PV-270162		01-0000-0-4300.00-0000-3600-000-00-000-0000	FUEL	3,500.00
				WARRANT TOTAL		$3,500.00
45275208	002370/	WPS				
	270034	PO-270034	1.	01-6500-0-4300.00-5770-3120-000-00-000-0000	WPS-635380	1,598.00
				WARRANT TOTAL		$1,598.00
90144174	001655/	ZANER-BLOSER		99 EFT		
	270009	PO-270009	1.	01-0000-0-4200.00-1110-1000-000-00-112-0000	INVZB110017, INVZB107823	13,627.85
	270024	PO-270024	1.	01-0000-0-4200.00-1110-1000-000-00-112-0000	109986, 114172, 107611	28,795.67
				WARRANT TOTAL		$42,423.52

*** FUND TOTALS ***			
TOTAL NUMBER OF CHECKS:	71	TOTAL AMOUNT OF CHECKS:	$1,097,993.89*
TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	$.00*
TOTAL EFT GENERATED:	7	TOTAL AMOUNT OF EFT:	$79,188.87*
TOTAL PAYMENTS:	78	TOTAL AMOUNT:	$1,177,182.76*

WARRANT	VENDOR/ADDR / REQ#	NAME (REMIT) / REFERENCE	LN	DEPOSIT TYPE / FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	ABA NUM ACCOUNT NUM / DESCRIPTION	AMOUNT
45275209	002682/	FORWARD BOUND PLUMBING				
		PV-270096		13-5310-0-5600.00-0000-8100-001-00-000-0000	103746846	3,592.76
				13-5310-0-5600.00-0000-8100-001-00-000-0000	103927710	2,150.00
				WARRANT TOTAL		$5,742.76
45275210	002683/	INC. GOLD COAST ELECTRIC				
		PV-270099		13-5310-0-5600.00-0000-8100-001-00-000-0000	6003001	1,215.80
				13-5310-0-5600.00-0000-8100-001-00-000-0000	6003000	3,650.56
				WARRANT TOTAL		$4,866.36
90144175	002210/	J & E RESTAURANT SUPPLIES INC	99	EFT		
		PV-270119		13-5310-0-4300.00-0000-3700-001-00-000-0000	621982	6,790.68
				WARRANT TOTAL		$6,790.68
45275211	002644/	METRO FLOORS INC				
		PV-270116		13-5310-0-5600.00-0000-8100-001-00-000-0000	APP NO #2 KITCHEN/CAFE FLOORIN	35,360.77
				WARRANT TOTAL		$35,360.77
45275212	002695/	PERFECTION STAINLESS				
		PV-270124		13-5310-0-5800.00-0000-3700-000-00-000-0000	8442	20,752.00
				WARRANT TOTAL		$20,752.00
45275213	002437/	STAPLES				
	270003	PO-270003	1.	13-5310-0-4300.00-0000-3700-001-00-000-0000	MULTIPLE INVOICES	280.99
		PV-270148		13-5310-0-4300.00-0000-3700-001-00-000-0000	6071582671	21.64
				13-5310-0-4300.00-0000-3700-001-00-000-0000	6071582681	37.88
				13-5310-0-4300.00-0000-3700-002-00-000-0000	6070531477	178.08
				WARRANT TOTAL		$518.59
45275214	002231/	TLC PAINTING & DECORATING				
		PV-270154		13-5310-0-5800.00-0000-3700-001-00-000-0000	11305	21,148.11
				13-5310-0-5800.00-0000-3700-001-00-000-0000	11294-3	12,920.00
				WARRANT TOTAL		$34,068.11

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE	LN	DEPOSIT TYPE FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	ABA NUM ACCOUNT NUM DESCRIPTION	AMOUNT
*** FUND TOTALS ***				TOTAL NUMBER OF CHECKS: 6	TOTAL AMOUNT OF CHECKS:	$101,308.59*
				TOTAL ACH GENERATED: 0	TOTAL AMOUNT OF ACH:	$.00*
				TOTAL EFT GENERATED: 1	TOTAL AMOUNT OF EFT:	$6,790.68*
				TOTAL PAYMENTS: 7	TOTAL AMOUNT:	$108,099.27*

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE	LN	DEPOSIT TYPE FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	ABA NUM ACCOUNT NUM DESCRIPTION	AMOUNT
45275215	002402/	ADVANCE COMMUNICATION & CON.				
	270037	PO-270037	1.	21-0000-0-5800.00-0000-8100-001-00-000-0000	31576	15,802.11
				WARRANT TOTAL		$15,802.11
45275216	001836/	ADVANCE COMMUNICATIONS				
		PV-270144		21-0000-0-5800.00-0000-8100-001-00-000-0000	31649	1,572.00
				21-0000-0-5800.00-0000-8100-002-00-000-0000	31649	2,771.40
				WARRANT TOTAL		$4,343.40
45275217	002042/	GOVERNMENT FINANCIAL				
		PV-270101		21-0000-0-5800.00-0000-8500-000-00-000-0000	2783	4,760.00
				WARRANT TOTAL		$4,760.00
45275218	002609/	KS STATEBANK				
		PV-270112		21-0000-0-5600.00-0000-8500-002-00-000-0000	62016-07-2026-L	761.29
				WARRANT TOTAL		$761.29
45275219	002490/	PACIFIC ONESOURCE INC.				
	270035	PO-270035	2.	21-0000-0-5800.00-0000-8500-000-00-000-0000	25701	129,036.68
	270036	PO-270036	1.	21-0000-0-5800.00-0000-8500-000-00-000-0000	25940	2,829.66
	270039	PO-270039	1.	21-0000-0-5800.00-0000-8500-000-00-000-0000	25873	3,685.26
		PV-270149		21-0000-0-5800.00-0000-8500-000-00-000-0000	25964	18,148.20
				WARRANT TOTAL		$153,699.80
45275220	002160/	PLC HEATING & AIR				
		PV-270127		21-0000-0-5800.00-0000-8500-000-00-000-0000	I260804189	3,656.42
				21-0000-0-5800.00-0000-8500-000-00-000-0000	I260827387	11,298.19
				WARRANT TOTAL		$14,954.61

*** FUND TOTALS ***			
TOTAL NUMBER OF CHECKS:	6	TOTAL AMOUNT OF CHECKS:	$194,321.21*
TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	$.00*
TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	$.00*
TOTAL PAYMENTS:	6	TOTAL AMOUNT:	$194,321.21*

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE LN	DEPOSIT TYPE FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	ABA NUM ACCOUNT NUM DESCRIPTION	AMOUNT
45275221	002322/	ALL-TECH FIRE & SECURITY			
		PV-270135	25-0000-0-5800.00-0000-8500-001-00-000-0000	2492	66,015.23
			WARRANT TOTAL		$66,015.23
90144176	000011/	THE BAKERSFIELD CALIFORNIAN 99 EFT			
		PV-270082	25-0000-0-5800.00-0000-8500-001-00-000-0000	AD FOR CONTRACTORS	4,089.96
			25-0000-0-5800.00-0000-8500-001-00-000-0000	AD FOR CONTRACTORS	2,853.90
			WARRANT TOTAL		$6,943.86
45275222	001646/	CALIFORNIA DEPT OF ED			
		PV-270136	25-0000-0-5800.00-0000-8500-002-00-000-0000	C-077700	1,064.93
			WARRANT TOTAL		$1,064.93
45275223	000195/	LLC CLASS LEASING			
		PV-270090	25-0000-0-6200.00-0000-8500-002-00-000-0000	458520	1,250.00
			WARRANT TOTAL		$1,250.00
45275224	002601/	CONSTRUCTION INSPECTION			
		PV-270091	25-0000-0-5800.00-0000-8500-001-00-000-0000	2026052	5,500.00
			WARRANT TOTAL		$5,500.00
45275225	002525/	KNIGHT'S SITE SERVICES			
		PV-270110	25-0000-0-5800.00-0000-8500-001-00-000-0000	283431	426.23
			25-0000-0-5800.00-0000-8500-001-00-000-0000	280732	1,543.04
			25-0000-0-5800.00-0000-8500-002-00-000-0000	280595	103.91
			WARRANT TOTAL		$2,073.18
45275226	002021/	KOPPEL & GRUBER			
		PV-270170	25-0000-0-5800.00-0000-8500-001-00-000-0000	26-1481	3,490.00
			WARRANT TOTAL		$3,490.00
45275227	002588/	INC KRAZAN & ASSOCIATED			
		PV-270111	25-0000-0-5800.00-0000-8500-001-00-000-0000	B633633-31784	1,092.00
			25-0000-0-5800.00-0000-8500-002-00-000-0000	B633621-31784	1,314.00
			WARRANT TOTAL		$2,406.00

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE	LN	DEPOSIT TYPE FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	ABA NUM ACCOUNT NUM DESCRIPTION	AMOUNT
45275228	002487/	ORDIZ-MELBY				
		PV-270122		25-0000-0-5800.00-0000-8500-001-00-000-0000	9792	1,346.25
				25-0000-0-5800.00-0000-8500-001-00-000-0000	9793	232.50
				25-0000-0-5800.00-0000-8500-001-00-000-0000	9794	1,788.75
				25-0000-0-5800.00-0000-8500-001-00-000-0000	9796	128.00
				25-0000-0-5800.00-0000-8500-001-00-000-0000	9797	115.00
				25-0000-0-5800.00-0000-8500-001-00-000-0000	9798	6,387.02
				25-0000-0-5800.00-0000-8500-002-00-000-0000	9799	473.00
				25-0000-0-5800.00-0000-8500-002-00-000-0000	9800	25,724.12
				25-0000-0-5800.00-0000-8500-002-00-000-0000	9803	1,450.00
				WARRANT TOTAL		$37,644.64
45275229	002696/	PLASTER WORXS INC.				
		PV-270126		25-0000-0-5800.00-0000-8500-001-00-000-0000	902-01	47,500.00
				WARRANT TOTAL		$47,500.00
45275230	000431/	SAN JOAQUIN FENCE & SUPPLY				
		PV-270140		25-0000-0-5800.00-0000-8500-001-00-000-0000	24569	3,725.00
				WARRANT TOTAL		$3,725.00
45275231	002514/	SCHOOL FACILITY CONSULTANTS				
		PV-270142		25-0000-0-5800.00-0000-8500-000-00-000-0000	25420	1,681.25
				WARRANT TOTAL		$1,681.25
45275232	002231/	TLC PAINTING & DECORATING				
		PV-270153		25-0000-0-5800.00-0000-8500-001-00-000-0000	11294-10	16,095.00
				25-0000-0-5800.00-0000-8500-001-00-000-0000	11294-11	14,950.00
				WARRANT TOTAL		$31,045.00
45275233	000363/	WILLIAMS SCOTSMAN INC				
		PV-270164		25-0000-0-5600.00-0000-8700-001-00-000-0000	9026927121	3,900.00
				25-0000-0-5600.00-0000-8700-001-00-000-0000	9026927111	1,200.00

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE	LN	DEPOSIT TYPE FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	ABA NUM ACCOUNT NUM DESCRIPTION	AMOUNT
				25-0000-0-5600.00-0000-8700-001-00-000-0000	9026927107	1,200.00
				25-0000-0-5600.00-0000-8700-001-00-000-0000	9026927101	1,299.00
				25-0000-0-5600.00-0000-8700-001-00-000-0000	9026927096	1,200.00
				25-0000-0-5600.00-0000-8700-001-00-000-0000	9026927091	1,200.00
				25-0000-0-5600.00-0000-8700-001-00-000-0000	9026927086	1,200.00
				25-0000-0-5600.00-0000-8700-001-00-000-0000	9026927084	1,285.72
				25-0000-0-5600.00-0000-8700-001-00-000-0000	9026927081	1,200.00
				25-0000-0-5600.00-0000-8700-001-00-000-0000	9026806809	2,835.88
				25-0000-0-5600.00-0000-8700-001-00-000-0000	9026716435	3,900.00
				25-0000-0-5600.00-0000-8700-001-00-000-0000	9026716431	3,900.00
				25-0000-0-5600.00-0000-8700-001-00-000-0000	9026716427	1,200.00
				25-0000-0-5600.00-0000-8700-001-00-000-0000	9026716421	1,200.00
				25-0000-0-5600.00-0000-8700-001-00-000-0000	9026716416	1,299.00
				25-0000-0-5600.00-0000-8700-001-00-000-0000	9026716411	1,200.00
				25-0000-0-5600.00-0000-8700-001-00-000-0000	9026716403	1,200.00
				25-0000-0-5600.00-0000-8700-001-00-000-0000	9026716396	1,200.00
				25-0000-0-5600.00-0000-8700-001-00-000-0000	9026716390	1,328.57
				25-0000-0-5600.00-0000-8700-001-00-000-0000	9026716383	1,200.00
				25-0000-0-5600.00-0000-8700-002-00-000-0000	9026927075	3,900.00
				25-0000-0-5600.00-0000-8700-002-00-000-0000	9026927072	1,200.00
				25-0000-0-5600.00-0000-8700-002-00-000-0000	9026927063	1,200.00
				25-0000-0-5600.00-0000-8700-002-00-000-0000	9026927057	1,200.00
				25-0000-0-5600.00-0000-8700-002-00-000-0000	9026927053	1,208.33
				25-0000-0-5600.00-0000-8700-002-00-000-0000	9026927050	1,200.00

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE	LN	DEPOSIT TYPE FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	ABA NUM ACCOUNT NUM DESCRIPTION	AMOUNT
				25-0000-0-5600.00-0000-8700-002-00-000-0000	9026927047	1,200.00
				25-0000-0-5600.00-0000-8700-002-00-000-0000	9026927045	1,200.00
				25-0000-0-5600.00-0000-8700-002-00-000-0000	9026716377	3,900.00
				25-0000-0-5600.00-0000-8700-002-00-000-0000	9026716370	1,200.00
				25-0000-0-5600.00-0000-8700-002-00-000-0000	9026716365	1,200.00
				25-0000-0-5600.00-0000-8700-002-00-000-0000	9026716359	1,255.94
				25-0000-0-5600.00-0000-8700-002-00-000-0000	9026716352	1,209.17
				25-0000-0-5600.00-0000-8700-002-00-000-0000	9026716347	1,200.00
				25-0000-0-5600.00-0000-8700-002-00-000-0000	9026716340	1,200.00
				25-0000-0-5600.00-0000-8700-002-00-000-0000	9026716333	1,200.00
				WARRANT TOTAL		$58,821.61
45275234	002625/	INC. YES ENVIRONMENTAL				
		PV-270166		25-0000-0-5800.00-0000-8500-001-00-000-0000	26YES-58.04	9,752.52
				25-0000-0-5800.00-0000-8500-001-00-000-0000	26YES-58.02	355.00
				WARRANT TOTAL		$10,107.52

*** FUND TOTALS ***	TOTAL NUMBER OF CHECKS:	14	TOTAL AMOUNT OF CHECKS:	$272,324.36*
	TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	$.00*
	TOTAL EFT GENERATED:	1	TOTAL AMOUNT OF EFT:	$6,943.86*
	TOTAL PAYMENTS:	15	TOTAL AMOUNT:	$279,268.22*
*** BATCH TOTALS ***	TOTAL NUMBER OF CHECKS:	97	TOTAL AMOUNT OF CHECKS:	$1,665,948.05*
	TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	$.00*
	TOTAL EFT GENERATED:	9	TOTAL AMOUNT OF EFT:	$92,923.41*
	TOTAL PAYMENTS:	106	TOTAL AMOUNT:	$1,758,871.46*
*** DISTRICT TOTALS ***	TOTAL NUMBER OF CHECKS:	97	TOTAL AMOUNT OF CHECKS:	$1,665,948.05*
	TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	$.00*
	TOTAL EFT GENERATED:	9	TOTAL AMOUNT OF EFT:	$92,923.41*
	TOTAL PAYMENTS:	106	TOTAL AMOUNT:	$1,758,871.46*

COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 09/11/2026

DISTRICT: 040 LAKESIDE UNION SCHOOL DISTRICT
BATCH: 0004 PAYMENT
FUND : 13 CAFETERIA

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE	LN	DEPOSIT TYPE FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	ABA NUM ACCOUNT NUM DESCRIPTION	AMOUNT
45275853	002698/	ANTHONY RATLIFF				
		PV-270173		13-5310-0-2200.00-0000-3700-001-00-000-0000	FINAL CHECK	688.08
				WARRANT TOTAL		$688.08

*** FUND TOTALS ***	TOTAL NUMBER OF CHECKS:	1	TOTAL AMOUNT OF CHECKS:	$688.08*
	TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	$.00*
	TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	$.00*
	TOTAL PAYMENTS:	1	TOTAL AMOUNT:	$688.08*
*** BATCH TOTALS ***	TOTAL NUMBER OF CHECKS:	1	TOTAL AMOUNT OF CHECKS:	$688.08*
	TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	$.00*
	TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	$.00*
	TOTAL PAYMENTS:	1	TOTAL AMOUNT:	$688.08*
*** DISTRICT TOTALS ***	TOTAL NUMBER OF CHECKS:	1	TOTAL AMOUNT OF CHECKS:	$688.08*
	TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	$.00*
	TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	$.00*
	TOTAL PAYMENTS:	1	TOTAL AMOUNT:	$688.08*

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE	LN	DEPOSIT TYPE FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	ABA NUM ACCOUNT NUM DESCRIPTION	AMOUNT
45275494	000580/	TAMARA BARNARD-ROBERTSON				
		PV-270171		01-6019-0-5200.00-1110-1000-000-00-000-0000	PD LUNCHEON	320.95
				WARRANT TOTAL		$320.95

*** FUND TOTALS ***	TOTAL NUMBER OF CHECKS:	1	TOTAL AMOUNT OF CHECKS:	$320.95*
	TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	$.00*
	TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	$.00*
	TOTAL PAYMENTS:	1	TOTAL AMOUNT:	$320.95*

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE	LN	DEPOSIT TYPE FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	ABA NUM ACCOUNT NUM DESCRIPTION	AMOUNT
45275495	001326/	TAFT CITY SCHOOL DISTRICT				
		PV-270172		13-5310-0-4700.00-0000-3700-001-00-000-0000	631	52,411.60
				WARRANT TOTAL		$52,411.60

*** FUND TOTALS ***	TOTAL NUMBER OF CHECKS:	1	TOTAL AMOUNT OF CHECKS:	$52,411.60*
	TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	$.00*
	TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	$.00*
	TOTAL PAYMENTS:	1	TOTAL AMOUNT:	$52,411.60*
*** BATCH TOTALS ***	TOTAL NUMBER OF CHECKS:	2	TOTAL AMOUNT OF CHECKS:	$52,732.55*
	TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	$.00*
	TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	$.00*
	TOTAL PAYMENTS:	2	TOTAL AMOUNT:	$52,732.55*
*** DISTRICT TOTALS ***	TOTAL NUMBER OF CHECKS:	2	TOTAL AMOUNT OF CHECKS:	$52,732.55*
	TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	$.00*
	TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	$.00*
	TOTAL PAYMENTS:	2	TOTAL AMOUNT:	$52,732.55*

COMMERCIAL WARRANT REGISTER
DISTRICT: 040 LAKESIDE UNION SCHOOL DISTRICT FOR WARRANTS DATED 09/11/2026
BATCH: 0003 PAYMENTS
FUND : 01 GENERAL FUND

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE	LN	DEPOSIT TYPE FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	ABA NUM ACCOUNT NUM DESCRIPTION	AMOUNT
45275494	000580/	TAMARA BARNARD-ROBERTSON				
		PV-270171		01-6019-0-5200.00-1110-1000-000-00-000-0000	PD LUNCHEON	320.95
				WARRANT TOTAL		$320.95

*** FUND TOTALS ***	TOTAL NUMBER OF CHECKS:	1	TOTAL AMOUNT OF CHECKS:	$320.95*
	TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	$.00*
	TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	$.00*
	TOTAL PAYMENTS:	1	TOTAL AMOUNT:	$320.95*

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE	LN	DEPOSIT TYPE FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	ABA NUM ACCOUNT NUM DESCRIPTION	AMOUNT
45275495	001326/	TAFT CITY SCHOOL DISTRICT				
		PV-270172		13-5310-0-4700.00-0000-3700-001-00-000-0000	631	52,411.60
				WARRANT TOTAL		$52,411.60

*** FUND TOTALS ***	TOTAL NUMBER OF CHECKS:	1	TOTAL AMOUNT OF CHECKS:	$52,411.60*
	TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	$.00*
	TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	$.00*
	TOTAL PAYMENTS:	1	TOTAL AMOUNT:	$52,411.60*
*** BATCH TOTALS ***	TOTAL NUMBER OF CHECKS:	2	TOTAL AMOUNT OF CHECKS:	$52,732.55*
	TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	$.00*
	TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	$.00*
	TOTAL PAYMENTS:	2	TOTAL AMOUNT:	$52,732.55*
*** DISTRICT TOTALS ***	TOTAL NUMBER OF CHECKS:	2	TOTAL AMOUNT OF CHECKS:	$52,732.55*
	TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	$.00*
	TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	$.00*
	TOTAL PAYMENTS:	2	TOTAL AMOUNT:	$52,732.55*

COMMERCIAL WARRANT REGISTER

DISTRICT: 040 LAKESIDE UNION SCHOOL DISTRICT FOR WARRANTS DATED 09/11/2026

BATCH: 0004 PAYMENT

FUND : 13 CAFETERIA

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE	LN	DEPOSIT TYPE FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	ABA NUM ACCOUNT NUM DESCRIPTION	AMOUNT
45275853	002698/	ANTHONY RATLIFF				
		PV-270173		13-5310-0-2200.00-0000-3700-001-00-000-0000	FINAL CHECK	688.08
				WARRANT TOTAL		$688.08

*** FUND TOTALS ***	TOTAL NUMBER OF CHECKS:	1	TOTAL AMOUNT OF CHECKS:	$688.08*
	TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	$.00*
	TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	$.00*
	TOTAL PAYMENTS:	1	TOTAL AMOUNT:	$688.08*
*** BATCH TOTALS ***	TOTAL NUMBER OF CHECKS:	1	TOTAL AMOUNT OF CHECKS:	$688.08*
	TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	$.00*
	TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	$.00*
	TOTAL PAYMENTS:	1	TOTAL AMOUNT:	$688.08*
*** DISTRICT TOTALS ***	TOTAL NUMBER OF CHECKS:	1	TOTAL AMOUNT OF CHECKS:	$688.08*
	TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	$.00*
	TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	$.00*
	TOTAL PAYMENTS:	1	TOTAL AMOUNT:	$688.08*

COMMERCIAL WARRANT REGISTER
DISTRICT: 040 LAKESIDE UNION SCHOOL DISTRICT FOR WARRANTS DATED 09/24/2026
BATCH: 0005 PAYMENTS
FUND : 01 GENERAL FUND

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE	LN	DEPOSIT TYPE FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	ABA NUM ACCOUNT NUM DESCRIPTION	AMOUNT
45281471	001104/	ELAN FINANCIAL SERVICES				
		PV-270180		01-0000-0-4300.00-0000-3600-000-00-000-0000	TRANSPORTATION SUPPLIES	3,313.32
				01-0000-0-5800.00-0000-7200-000-00-000-0000	ADOBE, FEES	105.67
				01-6019-0-5200.00-1110-1000-000-00-000-0000	TRAVEL, CONF., BCK TO SCH MEET	3,369.35
				01-8150-0-4300.00-0000-8100-000-00-000-0000	MAINT. SUPPLIES	19.99
				WARRANT TOTAL		$6,808.33
45281472	000320/	HOME DEPOT CREDIT SERVICES				
		PV-270175		01-8150-0-4300.00-0000-8100-000-00-000-0000	MAINT. SUPPLIES	4,162.50
				WARRANT TOTAL		$4,162.50
45281473	002699/	APC MARC J. LEVINE				
		PV-270176		01-6500-0-5800.00-5770-1110-000-00-000-0000	26450	8,000.00
				WARRANT TOTAL		$8,000.00
45281474	000061/	P G & E				
		PV-270177		01-0000-0-5500.00-0000-8100-002-00-000-0000		34,892.78
				WARRANT TOTAL		$34,892.78
45281475	002544/	SILVAS OIL COMPANY				
		PV-270178		01-0000-0-5800.00-0000-3600-000-00-000-0000	503221	3,680.50
				WARRANT TOTAL		$3,680.50
45281476	002480/	WELLS FARGO VENDOR FINANCIAL				
		PV-270181		01-0000-0-5600.00-0000-2700-001-00-000-0000	5039965226	860.59
				01-0000-0-5600.00-0000-2700-002-00-000-0000	5040251234	828.12
				WARRANT TOTAL		$1,688.71

*** FUND TOTALS ***	TOTAL NUMBER OF CHECKS: 6	TOTAL AMOUNT OF CHECKS:	$59,232.82*
	TOTAL ACH GENERATED: 0	TOTAL AMOUNT OF ACH:	$.00*
	TOTAL EFT GENERATED: 0	TOTAL AMOUNT OF EFT:	$.00*
	TOTAL PAYMENTS: 6	TOTAL AMOUNT:	$59,232.82*

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE	LN	DEPOSIT TYPE FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	ABA NUM ACCOUNT NUM DESCRIPTION	AMOUNT
45281477	002644/	METRO FLOORS INC				
		PV-270182		13-5310-0-5600.00-0000-8100-001-00-000-0000	APP 3 KITCHEN/CAFETERIA	3,694.16
				WARRANT TOTAL		$3,694.16
45281478	001326/	TAFT CITY SCHOOL DISTRICT				
		PV-270179		13-5310-0-4700.00-0000-3700-000-00-000-0000	722	31,447.00
				13-5310-0-4700.00-0000-3700-001-00-000-0000	720	37,095.00
				WARRANT TOTAL		$68,542.00

*** FUND TOTALS ***	TOTAL NUMBER OF CHECKS:	2	TOTAL AMOUNT OF CHECKS:	$72,236.16*
	TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	$.00*
	TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	$.00*
	TOTAL PAYMENTS:	2	TOTAL AMOUNT:	$72,236.16*

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE	LN	DEPOSIT TYPE FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	ABA NUM ACCOUNT NUM DESCRIPTION	AMOUNT
45281479	002114/	DIVISION OF STATE ARCHITECT				
		PV-270174		25-9010-0-5800.00-0000-8500-002-00-000-0000	OMA JOB #2396 DSA #03-126381	20,274.71
				WARRANT TOTAL		$20,274.71
45281480	000431/	SAN JOAQUIN FENCE & SUPPLY				
		PV-270183		25-0000-0-5800.00-0000-8500-001-00-000-0000	24623	19,975.00
				WARRANT TOTAL		$19,975.00

*** FUND TOTALS ***	TOTAL NUMBER OF CHECKS:	2	TOTAL AMOUNT OF CHECKS:	$40,249.71*
	TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	$.00*
	TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	$.00*
	TOTAL PAYMENTS:	2	TOTAL AMOUNT:	$40,249.71*
*** BATCH TOTALS ***	TOTAL NUMBER OF CHECKS:	10	TOTAL AMOUNT OF CHECKS:	$171,718.69*
	TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	$.00*
	TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	$.00*
	TOTAL PAYMENTS:	10	TOTAL AMOUNT:	$171,718.69*
*** DISTRICT TOTALS ***	TOTAL NUMBER OF CHECKS:	10	TOTAL AMOUNT OF CHECKS:	$171,718.69*
	TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	$.00*
	TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	$.00*
	TOTAL PAYMENTS:	10	TOTAL AMOUNT:	$171,718.69*

Quarterly Report on Williams Uniform Complaints
[Education Code § 35186]

District:: Lakeside Union School District

Person completing this form: Kimberly Scogin Title: Business Manager

Quarterly Report Submission Date: (*check one*)

- ☐ Oct 1, 2026 (for period Jul 1 – Sep 30)
- ☐ Jan 1, 2027 (for period Oct – Dec 31)
- ☐ April 1, 2027 (for period Jan 1 – Mar 31)
- ■ July 1, 2027 (for period Apr 1 – Jun 30)

Date for information to be reported publicly at governing board meeting: October 13, 2026

Please check the box that applies:

■ No complaints were filed with any school in the district during the quarter indicated above

☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

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

Ty Bryson
Print Name of District Superintendent

_____
Signature of District Superintendent

Policy 6159: Individualized Education Program

Status: ADOPTED

Original Adopted Date: 03/01/2003 | **Last Revised Date:** 08/01/2026 | **Last Reviewed Date:** 08/01/2026

The Governing Board desires to provide full educational opportunities to all students with disabilities. Students with disabilities who require special education and related services to meet their unique needs shall receive a free appropriate public education (FAPE) and, to the maximum extent possible, shall be educated in the least restrictive environment with nondisabled students.

For each student with disabilities, an individualized education program (IEP) shall be developed which identifies the special education instruction and related services to be provided to the student. The membership of the IEP team, the team's responsibility to develop and regularly review the IEP, the contents of the IEP, and the development, review, and revision processes shall be in accordance with the accompanying administrative regulation.

The district shall make FAPE available to individuals with disabilities ages 3-21 who reside in the district, including: (Education Code 56040, 56440; 20 USC 1412; 34 CFR 300.17, 300.101, 300.104)

1. Students who have been suspended or expelled from school
2. Students who are placed by the district in a nonpublic, nonsectarian school
3. Individuals 18-21 years of age who are incarcerated in an adult correctional facility and were identified as being an individual with disabilities or had an IEP in their prior educational placement

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Policy Reference Disclaimer:
These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 3021-3029	Identification, referral and assessment
5 CCR 3040-3043	Instructional planning and the individualized education program
5 CCR 3051-3053	Implementation of the individualized education program
5 CCR 853-853.5	State assessments; accommodations
Bus. and Prof. Code 3765	Offenses and enforcement

Ed. Code 46392	Emergencies
Ed. Code 48204.3	Residency requirements
Ed. Code 48853.5	Students in foster care
Ed. Code 49423.5	Performance of physical health care services
Ed. Code 51225.3	High school graduation requirements
Ed. Code 56031	Special education; definition
Ed. Code 56040.3	Availability of assistive technology device
Ed. Code 56040.6	Deaf and hard of hearing supports
Ed. Code 56043	Transition plans
Ed. Code 56049.1	Data related to least restrictive environment
Ed. Code 56055	Rights of foster parents pertaining to foster youth's education
Ed. Code 56136	Guidelines for low incidence disabilities areas
Ed. Code 56195.8	Adoption of policies
Ed. Code 56301	Student copy of parental rights and safeguards
Ed. Code 56302.1	Identification and referral
Ed. Code 56321	Notice of parental rights; consent of parents
Ed. Code 56321.5	Notice to include right to electronically record
Ed. Code 56325	Transfers by students with disabilities
Ed. Code 56340.1-56347	Instructional planning and individualized education program
Ed. Code 56348	IEP template translations
Ed. Code 56350-56354	IEP for visually impaired students
Ed. Code 56364.2	Special day classes
Ed. Code 56364.3	Special classes staffing ratios
Ed. Code 56380	IEP reviews; notice of right to request
Ed. Code 56390-56392	Recognition for educational achievement; special education
Ed. Code 56440	Special education programs for students ages 3 to 5
Ed. Code 56471	Workability programs
Ed. Code 56500-56509	Procedural safeguards
Ed. Code 60640-60648.5	California Assessment of Student Performance and Progress
Ed. Code 60900.1	English language and special education reporting

Ed. Code 60900.2	Graduation rates for students with disabilities
Fam. Code 6500-6502	Age of majority
Gov. Code 7572.5	Seriously emotionally disturbed child; expanded IEP team
W&I Code 300	Minors subject to jurisdiction
W&I Code 601	Minors habitually disobedient
W&I Code 602	Minors violating law; ward of court

Federal	**Description**
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1400-1482	Individuals with Disabilities Education Act
34 CFR 300.1-300.818	Individuals with Disabilities Education Act

Management Resources	**Description**
Attorney General Opinion	85 Ops.Cal.Atty.Gen. 157 (2002)
California Department of Education Publication	California Practitioners' Guide for Educating English Learners with Disabilities, July 2019
California Department of Education Publication	Frequently Asked Questions: Promotion, Retention, and Grading (Students with Disabilities)
Court Decision	Marshall v. Monrovia Unified School District (9th Circ. 2010) 327 F.3d 773
Court Decision	Capistrano Unified School District v. S.W. and C.W. (9th Cir. 2021) 21 F.4th 1125
Court Decision	Endrew F. v. Douglas County School District Re-1, (2017) 137 S. Ct. 988
Court Decision	Sacramento City School District v. Rachel H. (9th Cir. 1994) 14 F.3d 1398
Court Decision	Schaffer v. Weast (2005) 125 S. Ct. 528
Court Decision	Shapiro v. Paradise Valley Unified School District, No. 69 (9th Cir., 2003) 317 F.3d 1072
Department of War Education Activity Publication	Interstate Compact on Educational Opportunity for Military Children
U.S. Department of Education Publication	Supporting Students with Disabilities and Avoiding the Discriminatory Use of Student Discipline under Section 504 of the Rehabilitation Act of 1973, July 2022
USDOE Ofc of Special Edu, Rehab Svcs & EdTech Pub	Dear Colleague Letter on the Provision of Assistive Technology Devices and Services for Children with Disabilities under the Individuals with Disabilities Education Act, January 22, 2024

Website	U.S. Department of Education, Office of Educational Technology
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Education, Office of Special Education and Rehabilitative Services
Website	California Department of Education

Cross References

Code	Description
0200	Goals For The School District
0430	Comprehensive Local Plan For Special Education
0430	Comprehensive Local Plan For Special Education
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
3250	Transportation Fees
3250	Transportation Fees
3541	Transportation Routes And Services
3541.2	Transportation For Students With Disabilities
3555	Nutrition Program Compliance
3555-E(1)	Nutrition Program Compliance
4112.23	Special Education Staff
5113.11	Attendance Supervision
5125	Student Records
5125	Student Records
5126	Awards For Achievement
5126	Awards For Achievement

5131.8	Mobile Communication Devices
5131.9	Academic Honesty
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.31	Immunizations
5141.31	Immunizations
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5145.71	Title IX Sexual Harassment Complaint Procedures
5145.71-E(1)	Title IX Sexual Harassment Complaint Procedures
5148	Child Care And Development
5148	Child Care And Development
5148.2	Before/After School Programs
5148.2	Before/After School Programs
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6000	Concepts And Roles
6112	School Day
6112	School Day
6117	Year-Round Schedules
6120	Response To Instruction And Intervention
6141	Curriculum Development And Evaluation
6141	Curriculum Development And Evaluation
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.7	Physical Education And Activity
6142.7	Physical Education And Activity
6143	Courses Of Study
6143	Courses Of Study

6146.1	High School Graduation Requirements
6146.11	Alternative Credits Toward Graduation
6146.11	Alternative Credits Toward Graduation
6146.4	Differential Graduation And Competency Standards For Students With Disabilities
6151	Class Size
6154	Homework/Makeup Work
6158	Independent Study
6158	Independent Study
6159.1	Procedural Safeguards And Complaints For Special Education
6159.1	Procedural Safeguards And Complaints For Special Education
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education
6159.3	Appointment Of Surrogate Parent For Special Education Students
6159.3	Appointment Of Surrogate Parent For Special Education Students
6159.4	Behavioral Interventions For Special Education Students
6162.5	Student Assessment
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6163.2	Animals At School
6163.2	Animals At School
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.41	Children With Disabilities Enrolled By Their Parents In Private School
6164.41	Children With Disabilities Enrolled By Their Parents In Private School
6164.5	Student Success Teams

6164.5	Student Success Teams
6164.6	Identification And Education Under Section 504
6164.6	Identification And Education Under Section 504
6173	Education For Homeless Children
6173	Education For Homeless Children
6173-E(1)	Education For Homeless Children
6173-E(2)	Education For Homeless Children
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6173.2	Education Of Children Of Military Families
6173.2	Education Of Children Of Military Families
6174	Education For English Learners
6174	Education For English Learners
6176	Weekend/Saturday Classes
6177	Summer Learning Programs
6178	Career Technical Education
6178	Career Technical Education
6178.1	Work-Based Learning
6178.1	Work-Based Learning
6181	Alternative Schools/Programs Of Choice
6181	Alternative Schools/Programs Of Choice
6183	Home And Hospital Instruction
6184	Continuation Education
6184	Continuation Education
6185	Community Day School
6185	Community Day School

Regulation 6159: Individualized Education Program

Status: ADOPTED

Original Adopted Date: 11/01/2010 | **Last Revised Date:** 08/01/2026 | **Last Reviewed Date:** 08/01/2026

At the beginning of each school year, the district shall have an individualized education program (IEP) in effect for each student with a disability within district jurisdiction. The IEP shall be a written statement that is developed, reviewed, and revised by the IEP team to meet the unique educational needs of a student with a disability. (Education Code 56344, 56345; 34 CFR 300.320, 300.323)

Members of the IEP Team

Unless excused by written agreement in accordance with Education Code 56341, the IEP team for any student with a disability shall include the following members: (Education Code 56341, 56341.5; 20 USC 1414; 34 CFR 300.321)

1. One or both of the student's parents/guardians and/or a representative selected by them

   To the extent permitted by federal law, a foster parent shall have the same rights relative to a foster child's IEP as a parent/guardian, subject to juvenile court orders regarding the foster child's educational rights holder(s). (Education Code 56055)

2. If the student is or may be participating in the general education program, at least one of the student's general education teachers designated by the Superintendent or designee to represent the student's general education teachers

   The general education teacher shall, to the extent appropriate, participate in the development, review, and revision of the student's IEP, including assisting in the determination of appropriate positive behavioral interventions, supports, and other strategies for the student, and supplementary aids and services, program modifications, and supports for school personnel that will be provided for the student, consistent with 34 CFR 300.320. (Education Code 56341; 20 USC 1414; 34 CFR 300.324)

3. At least one of the student's special education teachers or, where appropriate, special education providers

4. A representative of the district who is:

   a. Qualified to provide or supervise the provision of specially designed instruction to meet the unique needs of students with disabilities

   b. Knowledgeable about the general education curriculum

   c. Knowledgeable about the availability of district resources

5. An individual who can interpret the instructional implications of assessment results

   This individual may already be a member of the team as described in Items #2-4 above or in Item #6 below.

6. At the discretion of the parent/guardian or the Superintendent or designee, other individuals who have knowledge or special expertise regarding the student, including related services personnel, as appropriate

   The determination of whether the individual has knowledge or special expertise regarding the student shall be made by the party who invites the individual to be a member of the IEP team. (Education Code 56341)

7. Whenever appropriate, the student

   In the development, review, or revision of the IEP, the student shall be allowed to provide confidential input to any representative of the IEP team. (Education Code 56341.5)

8. When the IEP team is determining eligibility for a student who is suspected of having a specific learning disability, at least one individual who is qualified to conduct individual diagnostic examinations of the student such as a school psychologist, speech language pathologist, or remedial reading teacher (34 CFR 300.308)

   In accordance with 34 CFR 300.310, at least one team member other than the student's general education teacher shall observe the student's academic performance and behavior in the areas of difficulty in the student's learning environment, including in the general education classroom setting. If the child is younger than five years of age or not enrolled in school, a team member shall observe the child in an environment appropriate for a child of that age.

In the following circumstances, the Superintendent or designee shall invite other specified individuals to an IEP team meeting:

1. When the student has been placed in a group home by the juvenile court, a representative of the group home shall be invited to attend the IEP team meeting (Education Code 56341.2)

2. Whenever the IEP team is meeting to consider the student's postsecondary goals and the transition services needed to assist the student in reaching the goals, the following individuals shall be invited to attend: (34 CFR 300.321)
   a. The student, regardless of the student's age

      If the student does not attend the IEP team meeting, the Superintendent or designee shall take other steps to ensure that the student's preferences and interests are considered.

   b. To the extent appropriate, and with the consent of the parent/guardian or adult student, a representative of any other agency that is likely to be responsible for

providing or paying for the transition services

3. If the student was previously served under the Early Education for Individuals with Exceptional Needs (Education Code 56425-56432) or the California Early Intervention Services Act (Government Code 95000-95004), and upon request of the student's parent/guardian, the Superintendent or designee shall invite the Infant and Toddlers with Disabilities Coordinator or other representative of the early education or early intervention system to the initial IEP team meeting to assist with the smooth transition of services (Education Code 56341; 20 USC 1414; 34 CFR 300.321)

A member of the IEP team shall not be required to attend an IEP team meeting, in whole or in part, if the parent/guardian and the district agree, in writing, that the attendance of the member is not necessary because the member's area of the curriculum or related services is not being modified or discussed at the meeting. When the meeting involves a discussion of the IEP team member's area of the curriculum or related service, the member may be excused from the meeting if the parent/guardian, in writing, and the district consent to the excusal after conferring with the member and the member submits to the parent/guardian and IEP team written input into the development of the IEP prior to the meeting. (Education Code 56043, 56341; 20 USC 1414; 34 CFR 300.321)

Contents of the IEP

The IEP shall include, but not be limited to, all of the following: (Education Code 56345, 56345.1; 20 USC 1414; 34 CFR 300.320)

1. A statement of the present levels of the student's academic achievement and functional performance, including:

    a. The manner in which the disability affects the student's involvement and progress in the general education curriculum, which is the same curriculum as for a student without disabilities

    b. For a preschool student, as appropriate, the manner in which the disability affects the student's participation in appropriate activities

    c. For a student with a disability who takes alternate assessments aligned to alternate achievement standards, a description of benchmarks or short-term objectives

2. A statement of measurable annual goals, including academic and functional goals, designed to:

    a. Meet the student's needs that result from the disability in order to enable the student to be involved in and make progress in the general education curriculum

    b. Meet each of the student's other educational needs that result from the disability

3. A description of the manner in which the student's progress toward meeting the annual goals described in Item #2, above, will be measured and when the district will provide periodic reports on the progress the student is making toward meeting the annual goals, such as through quarterly or other periodic reports, concurrent with the issuance of report cards

4. A statement of the special education instruction and related services and supplementary aids and services, based on peer-reviewed research to the extent practicable, to be provided to the student or on behalf of the student, and a statement of the program modifications or supports for school personnel that will be provided to enable the student to:

    a. Advance appropriately toward attaining the annual goals

    b. Be involved and make progress in the general education curriculum in accordance with Item #1, above, and to participate in extracurricular and other nonacademic activities

    c. Be educated and participate with other students with disabilities and students without disabilities in the activities described in the IEP

5. An explanation of the extent, if any, to which the student will not participate with students without disabilities in the regular class and in extracurricular and other nonacademic activities described in the IEP

6. A statement of any appropriate individual accommodations necessary to measure the academic achievement and functional performance of the student on state and districtwide assessments

    If the IEP team determines that the student shall take an alternate assessment instead of a particular regular state or districtwide assessment, the student's IEP shall also include a statement of the reason that the student cannot participate in the regular assessment and the reason that the particular alternate assessment selected is appropriate for the student.

7. The projected date for the beginning of the services and modifications described in Item #4, above, and the anticipated frequency, location, and duration of those services and modifications

8. If determined appropriate by the IEP team, when the student starts high school or not later than the first IEP to be in effect when the student is 16 years of age, or younger, as appropriate, and updated annually thereafter, the following:

    a. Appropriate measurable postsecondary goals based upon age-appropriate transition assessments related to training, education, employment, and where

appropriate, independent living skills

b. The transition services, including courses of study, needed to assist the student in reaching those goals

If the IEP team determines the student would benefit from postponing the measurable postsecondary goals and transition services until the student is 16 years of age, the IEP team should document the reason(s) for the postponement.

9. A description of the means by which the IEP will be provided under emergency conditions, as described in Education Code 46392, in which instruction and/or services cannot be provided to the student either at the school or in person for more than 10 school days

   The description shall take into account public health orders and shall include special education and related services, supplementary aids and services, transition services, and extended school year services.

10. Beginning at least one year before the student reaches 18 years of age, a statement that the student has been informed of the rights, if any, that will transfer to the student upon reaching 18 years of age, pursuant to Education Code 56041.5

11. For a student in grades 7-12, any alternative means and modes necessary for the student to complete the district's prescribed course of study and to meet or exceed proficiency standards required for graduation

12. For a student whose native language is not English, linguistically appropriate goals, objectives, programs, and services

13. Extended school year services when the IEP team determines, on an individual basis, that the services are necessary for the provision of a free appropriate public education (FAPE)

14. If the student is to be transferred from a special class or nonpublic, nonsectarian school into a general education program in a public school for any part of the school day, provision for transition into the general education program including descriptions of activities intended to:

    a. Integrate the student into the general education program, including the nature of each activity and the time spent on the activity each day or week

    b. Support the transition of the student from the special education program into the general education program

15. For a student with low incidence disabilities, specialized services, materials, and equipment consistent with the guidelines pursuant to Education Code 56136

To assist a student who is blind, has low vision, or is visually impaired to achieve the student's maximum potential, the IEP team may consider instruction in the expanded core curriculum, including compensatory skills such as Braille, concept development, or other skills needed to

access the core curriculum; orientation and mobility; social interaction skills; career technical education; assistive technology, including optical devices; independent living skills; recreation and leisure; self-determination; and sensory efficiency. When appropriate, such services may be offered before or after school. (Education Code 56353)

Development of the IEP

Within 30 days of an initial determination that a student needs special education and related services, the Superintendent or designee shall ensure that a meeting to develop an initial IEP is conducted. (Education Code 56043; 34 CFR 300.323)

Any IEP required as a result of an assessment of a student shall be developed within 60 days from the date of receipt of the parent/guardian's written consent for assessment, unless the parent/guardian agrees, in writing, to an extension, or repeatedly fails or refuses to produce the child for the assessment. (Education Code 56043, 56302.1, 56344)

Days between the student's regular school sessions, terms, or school vacation of more than five school days shall not be counted. In the case of school vacations, the 60-day time limit shall recommence on the date that the student's school days reconvene. (Education Code 56043, 56344)

However, when a student has been referred for assessment with 30 or fewer days remaining until the end of the regular school year, the IEP shall be developed within 30 days after the commencement of the subsequent regular school year. (Education Code 56344)

In developing the IEP, the IEP team shall consider all of the following: (Education Code 56040.6, 56341.1, 56345; 20 USC 1414; 34 CFR 300.324)

1. The strengths of the student
2. The concerns of the parents/guardians for enhancing the education of their child
3. The results of the initial or most recent assessment of the student
4. The academic, developmental, and functional needs of the student
5. In the case of a student whose behavior impedes the student's learning or that of others, the use of positive behavioral interventions and supports and other strategies to address that behavior
6. In the case of a student with limited English proficiency, the language needs of the student as such needs relate to the student's IEP
7. In the case of a student who is blind or visually impaired, the need to provide for instruction in Braille and instruction in the use of Braille

   However, such instruction need not be included in the IEP if the IEP team determines that

instruction in Braille or the use of Braille is not appropriate for the student. This determination shall be based upon an assessment of the student's reading and writing skills, needs, and appropriate reading and writing media, including an assessment of future needs for instruction in Braille or the use of Braille.

8. The communication needs of the student and, in the case of a student who is deaf, hard of hearing, or deaf-blind, the student's language and communication needs, opportunities for direct communications with peers and professional personnel in the student's language and communication mode, academic level, and full range of needs, including opportunities for direct instruction in the student's language and communication mode

   Additionally, the team shall consider placements, related services, and program options that provide the student with an equal opportunity for communication access in the least restrictive environment, as specified in Education Code 56040.6 and 56345.

9. Whether the student requires assistive technology devices and services, including artificial intelligence devices and services

If, in considering the special factors in Items #1-9 above, the IEP team determines that the student needs a particular device or service, including an intervention, accommodation, or other program modification, in order to receive FAPE, the team shall include a statement to that effect in the student's IEP. (Education Code 56341.1)

Provision of Special Education and Related Services

Special education is specially designed instruction, at no cost to the parent/guardian, to meet the unique needs of individuals with disabilities, including instruction conducted in the classroom, in the home, in hospitals and institutions, and other settings, and instruction in physical education. This definition does not prohibit an IEP from including specialized deaf and hard-of-hearing related services as the only services provided to a student with disabilities. (Education Code 56031)

The district shall ensure that, as soon as possible following development of the IEP, special education and related services are made available to the student in accordance with the IEP. (Education Code 56344; 34 CFR 300.323)

The Superintendent or designee shall ensure that the student's IEP is accessible to each general education teacher, special education teacher, related service provider, and any other service provider who is responsible for its implementation. Additionally, the Superintendent or designee shall ensure that such teachers and providers are informed of their specific responsibilities related to implementing the IEP and the specific accommodations, modifications, and supports that shall be provided to the student in accordance with the IEP. (34 CFR 300.323)

If an orientation and mobility evaluation is determined to be needed for a student who is blind, has low vision, or is visually impaired, the evaluation shall be conducted by a person who is appropriately certified as an orientation and mobility specialist and shall occur in familiar and unfamiliar environments, in varying lighting conditions, and in the home, school, and community,

as appropriate. The Superintendent or designee may require annual written parent/guardian consent to provide orientation and mobility services when such services are provided before or after school and when they are provided away from the school site. (Education Code 56354; 5 CCR 3051.3)

If a student's IEP requires the provision of assistive technology devices or services, including artificial intelligence services, the district shall provide such devices or services and shall, on a case-by-case basis, provide for the use of school-purchased devices or services in the student's home or other settings if the IEP team determines that the student needs access to those devices or services in order to receive FAPE. If a student who requires the use of an assistive technology device or services transfers to another local educational agency, the district shall provide the student with continued access to that device or services or a comparable device or service for two months from the date the student ceased to be enrolled in the district or until alternative arrangements can be made to provide access to the device, whichever occurs first. (Education Code 56040.3; 34 CFR 300.105)

Students with disabilities who require specialized physical health care services during the regular school day may be assisted by the persons authorized in Education Code 49423.5.

Special education and related services provided in the home or hospital are limited to students who have been identified as students with disabilities and for whom the IEP team recommends such instructions or services. Such services shall be provided in accordance with law, including 5 CCR 3051.4, and Administrative Regulation 6183 - Home and Hospital Instruction.

Review and Revision of the IEP

The Superintendent or designee shall ensure that the IEP team reviews the IEP periodically, but at least annually, in order to: (Education Code 56043, 56341.1, 56380; 20 USC 1414; 34 CFR 300.324)

1. Determine whether the annual goals for the student are being achieved

2. Revise the IEP, as appropriate, to address:

    a. Any lack of expected progress toward the annual goals and in the general education curriculum, where appropriate

    b. The results of any reassessment conducted pursuant to Education Code 56381

    c. Information about the student provided to or by the parents/guardians regarding review of evaluation data pursuant to 34 CFR 300.305 and Education Code 56381

    d. The student's anticipated needs

    e. Any other relevant matter

3. Consider the special factors listed in Items #5-9 above, under "Development of the IEP," when reviewing the IEP of any student with a disability to whom one of those factors may apply

Additionally, the IEP team shall meet at any other time upon request by the student's parent/guardian or teacher to review or revise the IEP. (Education Code 56343)

When a parent/guardian requests an IEP team meeting to review the IEP, the team shall meet within 30 days of receiving the parent/guardian's written request, not counting days between the student's regular school sessions or terms or days of school vacation in excess of five school days. If a parent/guardian makes an oral request, the district shall notify the parent/guardian of the need for a written request and the procedure for filing such a request. (Education Code 56043, 56343.5)

A regular education or special education teacher may request a review of the classroom assignment of a student with a disability by submitting a written request to the Superintendent or designee. The Superintendent or designee shall consider the request within 20 days of receiving it, not counting days when school is not in session or, for year-round schools, days when the school is off track. If the review indicates a need for change in the student's placement, instruction, and/or related services, the Superintendent or designee shall convene an IEP team meeting, which shall be held within 30 days of the Superintendent or designee's review, not counting days when school is not in session or days when school is off track, unless the student's parent/guardian consents in writing to an extension of time.

If a participating agency other than the district fails to provide the transition services described in the student's IEP, the team shall reconvene to identify alternative strategies to meet the transition service objectives set out for the student in the IEP. (Education Code 56345.1; 20 USC 1414; 34 CFR 300.324)

If a student with a disability residing in a licensed children's institution or foster family home has been placed by the district in a nonpublic, nonsectarian school, the Superintendent or designee shall conduct an annual evaluation as part of the IEP process of whether the placement is the least restrictive environment that is appropriate to meet the student's needs. (Education Code 56157)

To the extent possible, the Superintendent or designee shall encourage the consolidation of reassessment meetings and other IEP team meetings for a student. (20 USC 1414; 34 CFR 300.324)

When a change is necessary to a student's IEP after the annual IEP team meeting for the school year has been held, the parent/guardian and the Superintendent or designee may agree not to convene an IEP team meeting for the purpose of making the change and instead may develop a written document to amend or modify the student's current IEP. The IEP team shall be informed of any such changes. Upon request, the Superintendent or designee shall provide the parent/guardian with a revised copy of the IEP with the incorporated amendments. (Education Code 56380.1; 20 USC 1414; 34 CFR 300.324)

Audio Recording of IEP Team Meetings

Parents/guardians and the Superintendent or designee shall have the right to audio record the proceedings of IEP team meetings, provided members of the IEP team are notified of this intent at least 24 hours before the meeting. If the Superintendent or designee gives notice of intent to audio record a meeting and the parent/guardian objects or refuses to attend because the meeting

would be audio recorded, the meeting shall not be audio recorded. Parents/guardians also have the right to: (Education Code 56341.1)

1. Inspect and review the audio recordings

2. Request that an audio recording be amended if they believe it contains information that is inaccurate, misleading, or in violation of the student's privacy rights or other rights

3. Challenge, in a hearing, information that the parents/guardians believe is inaccurate, misleading, or in violation of the student's privacy rights or other rights

Parent/Guardian Participation and Other Rights

The Superintendent or designee shall take steps to ensure that one or both of the parents/guardians of the student with a disability are present at each IEP team meeting or are afforded the opportunity to participate. These steps shall include notifying the parents/guardians of the meeting early enough to ensure that they will have the opportunity to attend and scheduling the meeting at a mutually agreed upon time and place. (Education Code 56341.5; 34 CFR 300.322)

The Superintendent or designee shall send parents/guardians notices of IEP team meetings that: (Education Code 56341.5; 34 CFR 300.322)

1. Indicate the purpose, time, and location of the meeting

2. Indicate who will be in attendance at the meeting

3. Inform them of:

    a. Their right to bring to the meeting other individuals who have knowledge or special expertise about the student, pursuant to Education Code 56341

    b. The provision of Education Code 56341 relating to the participation of the Infant and Toddlers with Disabilities Coordinator at the initial IEP team meeting, if the student was previously served under Early Education for Individuals with Exceptional Needs (Education Code 56425-56432) or the California Early Intervention Services Act (Government Code 95000-95004)

Additionally, when the IEP team convenes at the start of the student's high school experience, or not later than the first IEP meeting, to develop the IEP of a student with a disability who will be 16 years of age, the Superintendent or designee's notice to the student's parents/guardians shall include the following: (Education Code 56341.5)

1. An indication that one purpose of the meeting will be the consideration of postsecondary goals and transition services for the student pursuant to Education Code 56345.1, 20 USC 1414, and 34 CFR 300.320

2. An indication that the student is invited to the IEP team meeting

At each IEP team meeting convened by the district, the district administrator or specialist on the team shall inform the parent/guardian and student of the federal and state procedural safeguards included in the notice of parental rights provided pursuant to Education Code 56321. (Education Code 56301, 56500.1)

The parent/guardian shall have the right and opportunity to examine all of the student's school records upon request, before any IEP meeting, and in connection with any hearing or resolution session on matters affecting the student, including, but not limited to, initial formal assessment, procedural safeguards, and due process. Upon receipt of an oral or written request, the Superintendent or designee shall provide complete copies of the records within five business days. (Education Code 56043, 56504)

The parent/guardian shall have the right to present information to the IEP team in person or through a representative and the right to participate in meetings that relate to eligibility for special education and related services, recommendations, and program planning. (Education Code 56341.1)

If neither parent/guardian can attend the meeting, the Superintendent or designee shall use other methods to ensure parent/guardian participation, including video conferences or individual or conference telephone calls. (Education Code 56341.5; 20 USC 1414; 34 CFR 300.322)

An IEP team meeting may be conducted without a parent/guardian in attendance if the Superintendent or designee is unable to convince the parent/guardian to attend. In such a case, the Superintendent or designee shall maintain a record of the attempts to arrange a mutually agreed upon time and place for the meeting, including: (Education Code 56341.5; 34 CFR 300.322)

1. Detailed records of telephone calls made or attempted and the results of those calls

2. Copies of correspondence sent to the parent/guardian and any responses received

3. Detailed records of visits made to the parent/guardian's home or place of employment and the results of those visits

The Superintendent or designee shall take any action necessary to ensure that the parents/guardians understand the proceedings of the meeting, including arranging for an interpreter for parents/guardians with deafness or whose native language is not English. (Education Code 56341.5; 34 CFR 300.322)

The Superintendent or designee shall give the parents/guardians of a student with a disability a copy of the IEP at no cost. (Education Code 56341.5; 34 CFR 300.322)

Parent/Guardian Consent for Provision of Special Education and Services

Before providing special education and related services to any student pursuant to 20 USC 1414, the Superintendent or designee shall seek to obtain informed consent of the student's parent/guardian. (Education Code 56346)

If the parent/guardian fails to respond or refuses to consent to the initiation of services, the district shall not use the due process hearing procedures pursuant to 20 USC 1415 to obtain agreement or a ruling that the services may be provided to the student. In such circumstances, the district shall not be required to convene an IEP team or develop an IEP for the student. (Education Code 56346)

If the parent/guardian consents in writing to the receipt of special education and related services for the student but does not consent to all the components of the IEP, then those components to which the parent/guardian has consented shall be implemented so as not to delay providing instruction and services to the student. If the Superintendent or designee determines that a part of a proposed IEP to which the parent/guardian does not consent is necessary in order to provide the student with FAPE, a due process hearing shall be initiated in accordance with 20 USC 1415. While the due process hearing is pending, the student shall remain in the current placement unless the parent/guardian and the Superintendent or designee agree otherwise. (Education Code 56346)

If at any time subsequent to the initial provision of services, the student's parent/guardian, in writing, revokes consent for the continued provision of special education services, the Superintendent or designee shall provide prior written notice within a reasonable time before ceasing to provide services to the student. The Superintendent or designee shall not request a due process hearing or pursue mediation in order to require an agreement or ruling that services be provided to the student. (Education Code 56346; 34 CFR 300.300, 300.503)

Prior to the discontinuation of services, the Superintendent or designee may offer to meet with the parents/guardians to discuss concerns for the student's education. However, this meeting shall be voluntary on the part of the parent/guardian and shall not delay the implementation of the parent/guardian's request for discontinuation of services.

When the district ceases to provide special education services in response to the parent/guardian's revocation of consent, the student shall be classified as a general education student.

Transfer Students

To facilitate the transition of a student with a disability who is transferring into the district, the Superintendent or designee shall take reasonable steps to promptly obtain the student's records, including the IEP and the supporting documents related to the provision of special education services. The district shall accept unofficial records provided by the student's parent/guardian pending validation by the official records, consistent with the requirements of the Interstate Compact on Educational Opportunity for Military Children. (Education Code 56325; 34 CFR 300.323)

If the student transfers into the district from another school district within the same Special Education Local Plan Area (SELPA) during the school year, the district shall continue to provide services comparable to those described in the student's existing IEP, unless the student's parent/guardian and the district agree to develop, adopt, and implement a new IEP that is consistent with state and federal law. (Education Code 56325; 34 CFR 300.323)

If the student transfers into the district from a school district outside of the district's SELPA during the school year, the district shall provide the student with FAPE, including services comparable to

those described in the previous district's IEP in consultation with the student's parent/guardian, for a period not to exceed 30 days. By the end of that period, the district shall either adopt the previous district's IEP or shall develop, adopt, and implement a new IEP that is consistent with state and federal law. (Education Code 56325; 34 CFR 300.323)

If the student transfers into the district within the same academic year from outside the state, within the state, or from district to district within the same SELPA, within 30 days of receipt of official records or specified unofficial records, the Superintendent or designee shall either adopt and implement the IEP previously adopted for the student or develop, adopt, and implement a new IEP for the student that is consistent with federal and state law, as applicable. For students transferring into the district from outside the state, the district may conduct a full and individual initial assessment pursuant to 20 USC 1414 when such assessment is necessary to develop an IEP that is consistent with federal and state law. (Education Code 56325)

Policy Reference Disclaimer:
These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 3021-3029	Identification, referral and assessment
5 CCR 3040-3043	Instructional planning and the individualized education program
5 CCR 3051-3053	Implementation of the individualized education program
5 CCR 853-853.5	State assessments; accommodations
Bus. and Prof. Code 3765	Offenses and enforcement
Ed. Code 46392	Emergencies
Ed. Code 48204.3	Residency requirements
Ed. Code 48853.5	Students in foster care
Ed. Code 49423.5	Performance of physical health care services
Ed. Code 51225.3	High school graduation requirements
Ed. Code 56031	Special education; definition
Ed. Code 56040.3	Availability of assistive technology device
Ed. Code 56040.6	Deaf and hard of hearing supports
Ed. Code 56043	Transition plans
Ed. Code 56049.1	Data related to least restrictive environment
Ed. Code 56055	Rights of foster parents pertaining to foster youth's

	education
Ed. Code 56136	Guidelines for low incidence disabilities areas
Ed. Code 56195.8	Adoption of policies
Ed. Code 56301	Student copy of parental rights and safeguards
Ed. Code 56302.1	Identification and referral
Ed. Code 56321	Notice of parental rights; consent of parents
Ed. Code 56321.5	Notice to include right to electronically record
Ed. Code 56325	Transfers by students with disabilities
Ed. Code 56340.1-56347	Instructional planning and individualized education program
Ed. Code 56348	IEP template translations
Ed. Code 56350-56354	IEP for visually impaired students
Ed. Code 56364.2	Special day classes
Ed. Code 56364.3	Special classes staffing ratios
Ed. Code 56380	IEP reviews; notice of right to request
Ed. Code 56390-56392	Recognition for educational achievement; special education
Ed. Code 56440	Special education programs for students ages 3 to 5
Ed. Code 56471	Workability programs
Ed. Code 56500-56509	Procedural safeguards
Ed. Code 60640-60648.5	California Assessment of Student Performance and Progress
Ed. Code 60900.1	English language and special education reporting
Ed. Code 60900.2	Graduation rates for students with disabilities
Fam. Code 6500-6502	Age of majority
Gov. Code 7572.5	Seriously emotionally disturbed child; expanded IEP team
W&I Code 300	Minors subject to jurisdiction
W&I Code 601	Minors habitually disobedient
W&I Code 602	Minors violating law; ward of court
Federal	**Description**
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1400-1482	Individuals with Disabilities Education Act
34 CFR 300.1-300.818	Individuals with Disabilities Education Act
Management Resources	**Description**

Attorney General Opinion	85 Ops.Cal.Atty.Gen. 157 (2002)
California Department of Education Publication	California Practitioners' Guide for Educating English Learners with Disabilities, July 2019
California Department of Education Publication	Frequently Asked Questions: Promotion, Retention, and Grading (Students with Disabilities)
Court Decision	Marshall v. Monrovia Unified School District (9th Circ. 2010) 327 F.3d 773
Court Decision	Capistrano Unified School District v. S.W. and C.W. (9th Cir. 2021) 21 F.4th 1125
Court Decision	Endrew F. v. Douglas County School District Re-1, (2017) 137 S. Ct. 988
Court Decision	Sacramento City School District v. Rachel H. (9th Cir. 1994) 14 F.3d 1398
Court Decision	Schaffer v. Weast (2005) 125 S. Ct. 528
Court Decision	Shapiro v. Paradise Valley Unified School District, No. 69 (9th Cir., 2003) 317 F.3d 1072
Department of War Education Activity Publication	Interstate Compact on Educational Opportunity for Military Children
U.S. Department of Education Publication	Supporting Students with Disabilities and Avoiding the Discriminatory Use of Student Discipline under Section 504 of the Rehabilitation Act of 1973, July 2022
USDOE Ofc of Special Edu, Rehab Svcs & EdTech Pub	Dear Colleague Letter on the Provision of Assistive Technology Devices and Services for Children with Disabilities under the Individuals with Disabilities Education Act, January 22, 2024
Website	U.S. Department of Education, Office of Educational Technology
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Education, Office of Special Education and Rehabilitative Services
Website	California Department of Education

Cross References

Code	Description
0200	Goals For The School District
0430	Comprehensive Local Plan For Special Education

0430	Comprehensive Local Plan For Special Education
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
3250	Transportation Fees
3250	Transportation Fees
3541	Transportation Routes And Services
3541.2	Transportation For Students With Disabilities
3555	Nutrition Program Compliance
3555-E(1)	Nutrition Program Compliance
4112.23	Special Education Staff
5113.11	Attendance Supervision
5125	Student Records
5125	Student Records
5126	Awards For Achievement
5126	Awards For Achievement
5131.8	Mobile Communication Devices
5131.9	Academic Honesty
5141.22	Infectious Diseases
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6112	School Day
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6159.1	Procedural Safeguards And Complaints For Special Education
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6173.2	Education Of Children Of Military Families
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6174	Education For English Learners
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6176	Weekend/Saturday Classes
6177	Summer Learning Programs
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6178	Career Technical Education
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6178.1	Work-Based Learning
6181	Alternative Schools/Programs Of Choice
6181	Alternative Schools/Programs Of Choice
6183	Home And Hospital Instruction
6184	Continuation Education
6184	Continuation Education
6185	Community Day School
6185	Community Day School

RESOLUTION #10132026

***Education Code* Section 60119**

REGARDING SUFFICIENCY OR INSUFFICIENCY OF INSTRUCTIONAL MATERIALS:

Whereas, the governing board of the Lakeside Union School District, in order to comply with the requirements of *Education Code* Section 60119 held a public hearing on October 13, 2026 at 6:30 pm, which is on or before the eighth week of school (between the first day that students attend school and the end of the eighth week from that day) and which did not take place during or immediately following school hours, and;

Whereas, the governing board provided notice of the public hearing posted in at least three public places within the district that stated the time, place, and purpose of the hearing, and;

Whereas, the governing board encouraged participation by parents, teachers, members of the community, and bargaining unit leaders (if the district or county office has a bargaining unit) in the public hearing, and;

FOR A FINDING OF SUFFICIENT INSTRUCTIONAL MATERIALS:

Whereas, information provided at the public hearing and to the governing board at the public meeting detailed the extent to which textbooks and instructional materials were provided to all students, including English learners, in the district/county office of education, and;

Whereas, the definition of "sufficient textbooks or instructional materials" means that each pupil has a textbook or instructional materials, or both, to use in class and to take home, and;

Whereas, sufficient textbooks and instructional materials were provided to each student, including English learners, that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks in the following subjects:

- Mathematics – (list of adopted textbooks or instructional materials for this subject for each grade level or school)
- Science - (list of adopted textbooks or instructional materials for this subject for each grade level or school)

- History-social science - (list of adopted textbooks or instructional materials for this subject for each grade level or school)

- English/language arts, including the English language development component of an adopted program - (list of adopted textbooks or instructional materials for this subject for each grade level or school)

Whereas, sufficient textbooks or instructional materials were provided to each pupil enrolled in foreign language or health classes, and;

Therefore, it is resolved that for the 2026/2027 school year, the Lakeside Union School District has provided each pupil with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

_____ _____

Signature Date

Krazan

GEOTECHNICAL ENGINEERING • ENVIRONMENTAL ENGINEERING • CONSTRUCTION TESTING AND INSPECTIONS

August 19, 2026

KA Proposal No.: T26-641-CAB

Attention: Nick Hernandez
Lakeside Union School District
14535 Old River Rd.
Bakersfield, CA 93311

Email: Nhernandez@lakesideusd.org
P: (661) 827-7011

Subject: PROPOSAL FOR MATERIALS TESTING & INSPECTION SERVICES

Reference: **Donald E. Suburu New TK/K Playground**
7315 Harris Rd.
Bakersfield, CA

Dear, Nick Hernandez

Krazan & Associates, Inc. appreciates the opportunity to submit this proposal for testing and inspection for the above referenced project.

Krazan & Associates is certified by the International Code Council (ICC) with in house geotechnical and environmental engineering capabilities. Our testing/inspection capabilities in conjunction with our geotechnical engineering capabilities allow us to provide our client a single source for inspection and consulting needs.

We take pride in our ability to provide quality service to our clients and feel you will be greatly pleased with the selection of our firm. On the following pages we present our anticipated scope of work, hourly fees, an estimate of the cost of our services, general conditions, and contract. Again, we appreciate the opportunity to provide you with services on this project. If you have any questions, or if we can be of further assistance, please do not hesitate to call our office at (661) 837-9200.

We have provided our standard form of agreement with this proposal. Please note that the terms and conditions of the Agreement are an integral part of our proposal and fee structure. Please initial, sign and return the Agreement to us as our authorization to proceed. Upon receipt, we will execute the contract and return a signed copy for your files. Should we be requested to start work prior to our receipt of a mutually acceptable signed contract, with the request received through email or oral communication, and our subsequent start of work, the request will constitute your express or implied acceptance of the terms and conditions of our attached Agreement.

In the event that a Purchase Order will be issued as part of the authorization process for us to proceed, the Purchase Order must specifically incorporate this proposal by reference. By issuing a Purchase Order authorizing our services, it is agreed that the terms of the Purchase Order shall be null and void even where stated otherwise on the Purchase Order and that the terms of the attached Agreement shall prevail.

The following items are included as an Attachment:

- ☑ Attachment A – Cost Estimate
- ☑ Attachment B – Agreement for Engineering Consulting Services, Construction Observation, & Materials Testing Services

Respectfully Submitted,
KRAZAN & ASSOCIATES, INC.

Larry Burns
Branch Manager
Email: larryburns@krazan.com

Attachment A

CONSTRUCTION MATERIAL TESTING & INSPECTION SERVICES

Donald E. Suburu New TK/K Playground

7315 Harris Rd.

Bakersfield, CA

DESCRIPTION	Units	Rate	Unit Measure	Cost
Earthwork Testing and Inspection				
Compaction Testing	12	148.00	Hour	$1,776.00
Laboratory Testing				
Maximum Density Curve	2	240.00	Each	$480.00
Special Inspection and Materials Testing				
Concrete Placement Sampling	16	152.00	Hour	$2,432.00
Mix Design Review	1	250.00	Hour	$250.00
Field Weld Inspection	8	152.00	Hour	$1,216.00
Shop Weld Inspection (Local)	8	95.00	Hour	$760.00
Material Identification	8	95.00	Hour	$760.00
High Strength Bolt Inspection	8	152.00	Hour	$1,216.00
Skidmore	1	175.00	Each	$175.00
Laboratory Testing				
Compression Test: Concrete	3	150.00	Set	$450.00
Miscellaneous Services				
Drilled Pier	8	148.00	Hour	$1,184.00
Bolt Assembly Testing	2	425.00	Hour	$850.00
Project Engineer / Manager Site Inspection	4	175.00	Hour	$700.00
Project Administration and Miscellaneous Services				
Report Preparation/Clerical	6	85.00	Hour	$510.00
Engineered Report	6	175.00	Hour	$1,050.00
Sample Pick Up	6	135.00	Hour	$810.00
TOTAL ESTIMATED COST FOR TESTING & INSPECTION SERVICES:				**$14,619.00**

FEE STRUCTURE

We will perform the services listed above on a time and material basis in accordance with the rates presented in the Cost Estimate and our current Fee Schedule. The rates are valid through June 30 and are subject to an annual adjustment proportionate to increases in prevailing wage rate determinations issued by the California Department of Industrial Relations, effective July 1.

A detailed breakdown of this cost estimate is attached as Attachment A. Costs for construction testing and inspection services are highly dependent on contractors schedule; weather, overlapping of work, additional inspections required by the building official and other factors. Krazan & Associates does not control the work or production rate. Actual costs will vary due to the frequency of scheduling by others. Therefore the quantities listed in our cost estimate should be considered approximate. The estimate provided herein does not imply a lump sum fee, not-to-exceed fee or a guaranteed maximum price. Consistent with good engineering practice, we will work with the contractor to keep inspection costs at a minimum. If provided with a construction schedule this cost estimate can be further refined and quantified.

The above scope of services will be performed when scheduled by the General Contractor or the client's designated representative. Proper scheduling is imperative to the success of the special inspections program. We recommend that the person scheduling the inspections contact our office prior to the job starting to discuss required inspection and scheduling procedures.

CONDITIONS

1. Additional services requested outside of our stated scope of work will be billed in excess of the estimated amount at our current rates. A price list for these services will be provided upon request.

2. Services will be performed on a "time and materials" basis. Any total estimates provided are merely estimates and are not a guaranteed maximum price. A four (4) hour minimum charge applies to all inspection services. All inspections performed will be billed on a portal to portal basis unless specifically noted otherwise. Twelve (12) hours notice of cancellation required on all jobs. See our contract 3.5.1
3. Inspections which are cancelled with less than twelve (12) hours' notice, or after an inspector has been dispatched to the project site, will be charged the minimum fee associated with the type of inspection or testing requested. See our contract 3.5.5
4. All concrete samples will be cast in 4-inch diameter x 8-inch high molds unless otherwise agreed.
5. Additional samples for contractor convenience testing and/or field cure samples are not included in this estimate.
6. Contractor will provide curing facilities in accordance with ASTM requirements for initial curing (the first 24 hours after specimens are cast) and protection of concrete test specimens on site.
7. Services initiated between the hours of 7:00 a.m. and 4:00 p.m. will be performed at the standard rates presented in the PROPOSAL and Fee Schedule. Services initiated outside of these hours will be billed at the appropriate rate plus a premium of 12.5 percent. Services rendered in excess of 8 hours (up to 12 hours) on any week day and on Saturdays will be billed at time and a half the hourly rate. Services rendered in excess of 12 hours on any weekday, on Holidays, on Sundays, or in excess of 8 hours on Saturdays or will be charged at double the hourly rate. See our contract 3.5.2 & 3.5.3

AGREEMENT FOR
CONSTRUCTION OBSERVATION AND MATERIALS TESTING SERVICES

THIS AGREEMENT is made by and between Krazan & Associates, a California corporation, with its principal office located at 215 West Dakota Avenue, Clovis, California, 93612, hereinafter referred to as "Consultant", and Lakeside Union School District, a governmental entity, whose principal address is 14535 Old River Rd. Bakersfield, CA 93311, hereinafter referred to as "Client" (each referred to herein individually as a "Party" and collectively as the "Parties"). This Agreement between the parties consists of the TERMS AND CONDITIONS (below), the attached Proposal titled "Donald E. Suburu New TK/K Playground," file number T26-641-CAB, dated August 19, 2026 ("Proposal"), and any exhibits or attachments cited in the Proposal, which are incorporated in full by this reference.,"

WITNESSETH, that the parties hereto, in consideration of the mutual promises and benefits flowing to each of the parties hereto as hereinafter stated, do mutually agree as follows:

1. DEFINITIONS

1.1. **Contract Documents.** This Agreement between Client and Consultant, including any Work Authorization, addenda, amendments, or supplementary instructions, which has been accepted by both Parties.

1.2. **Contractor.** The contractor or contractors, including its/their subcontractors of every tier, retained to construct the Project for which Consultant is providing Services under this Agreement.

1.3. **Day(s).** Calendar day(s) unless otherwise stated.

1.4. **Hazardous Materials.** The term Hazardous Materials means any toxic substances, chemicals, radioactivity, pollutants or other materials, in whatever form or state, known or suspected to impair the environment in any way whatsoever. Hazardous Materials include, but are not limited to, those substances defined, designated or listed in any federal, state or local law, regulation or ordinance concerning hazardous materials, toxic substances or pollution.

1.5. **Services.** The professional services provided by Consultant as set forth in this Agreement, as included in Consultant's Proposal and any Change Order or Amendment to this Agreement agreed to in writing by both Parties.

1.6. **Work.** The labor, materials, equipment and services of the Contractor required to complete the project in accordance with the approved plans and specifications, and building code requirements.

1.7. **Fee Schedule.** Consultant's standard annual fee schedule unless a project-specific fee schedule is provided.

1.8. **Inspection (or Observation).** Visual determination of conformance with specific or, on the basis of Consultant's professional judgment, general requirements.

1.9. **Testing.** Measurement, examination, performance of tests, and any other activities to determine the characteristics or performance of materials.

1.10. **Governmental Agencies.** All federal, state and local agencies having jurisdiction over the Project.

1.11. **Work Authorization.** Client may issue authorizations to proceed consisting of emails, Work Orders, Task Orders, Service Orders, Purchase Orders (each a "Work Authorization"). The Work Authorization shall reference this Agreement and the Proposal. Any terms and/or conditions contained in, referenced, or attached to the Work Authorization shall be without effect.

2. STANDARD OF PERFORMANCE; DISCLAIMER OF WARRANTIES

2.1. **Standard of Care**. Subject to the limitations inherent in the agreed Scope of Services as to the degree of care, the amount of time and expenses to be incurred, and subject to any other limitations contained in this Agreement, Consultant shall perform its Services in a manner consistent with the professional standard of care defined as the ordinary and reasonable care usually exercised by other professional consultants providing similar services on the same type of project, in the same geographic locale, under similar circumstances and conditions at the time the Services are performed.

2.2. **No Warranty.** Client acknowledges the inherent risks in property transactions, site development, and construction activities, understanding that Consultant's services do not eliminate these risks. Client understands that Consultant's opinions on geologic, environmental, site, or structure conditions—including those associated with air, soil, groundwater, hazardous materials, and code compliance—are based on limited data and accessibility. Actual conditions may vary from those observed during site reconnaissance, may be obscured by site constraints or building elements, and may change over time, despite Consultant's exercise of due professional care. Consultant's tests and observations of the site conditions or Work are not a guarantee of the quality of Work and do not relieve other parties from their responsibility to perform their Work in accordance with applicable plans, specifications and requirements. This Agreement does not constitute a warranty, guarantee, express or implied, or create a fiduciary responsibility by Consultant to Client.

3. SCOPE OF SERVICES

3.1. **Basic Services.** Consultant will perform the Services set forth in the Proposal.

3.2. **Level of Service.** Consultant offers different levels of professional consulting services to suit the desires and needs of different clients. Although risk associated with site acquisition or development can never be eliminated, more detailed and extensive investigations yield more information, but at increased cost. Risks associated with construction defects can never be eliminated; however, more detailed and extensive observations, inspections and testing services yield more information, but at increased cost. It is for these reasons that Client must determine the level of Services adequate for its purposes. Client's issuance of a Work Authorization is confirmation that Client has reviewed the Proposal and has determined that it does not need or want a greater level of Services than that specifically identified in the Proposal.

3.3. **Changes in Scope.** If Consultant provides Client with a written notice of a change in the Proposal or the Services, it will become an Amendment to this Agreement unless Client objects in writing within 5 business days after receipt. All Services

performed by Consultant on the Project, whether requested and/or authorized by Client by oral or written communication, are subject to the terms and limitations of this Agreement. If Services are performed, but the parties do not reach agreement concerning modifications to the Proposal, Services or compensation, then the terms and limitations of this Agreement apply to such Services, except for the payment terms. The parties agree to resolve disputes concerning modifications to scope or compensation pursuant to Article 15, "Disputes."

3.4. **Changes in Schedule.** Because of the uncertainties inherent in the Services contemplated, time schedules are only estimated schedules and are subject to revision unless otherwise specifically stated in the Proposal.

3.5. **Licenses.** Consultant will procure and maintain business and professional licenses and registrations necessary to provide its Services.

3.6. **Sampling, Inspection & Test Locations.** Unless specifically stated otherwise, the Scope of Services does not include surveying the Site or precisely identifying sampling, inspection or test locations, depths or elevations. Sampling, inspection and test locations, depths and elevations will be based on field estimates and information furnished by Client and its representatives. Unless stated otherwise in the report, such locations, depths and elevations are approximate.

3.7. **Sample Retention & Disposal.** All samples shall remain the property of the Client and, in the absence of evidence of contamination, Consultant shall dispose of samples for the Client. All soil and construction materials samples collected during construction phase services will be disposed of or destroyed at the completion of testing unless Consultant is otherwise advised by Client. Samples may be held for up to a thirty (30) day period at Consultant's discretion or at the Client's request received in writing before the samples are tested. Upon request, Consultant will deliver samples to the Client or will store them for an agreed delivery or storage charge. Client will promptly pay and be responsible for the analytical testing, removal and lawful disposal of all contaminated samples.

3.8. **Site Protection.** Consultant will take reasonable precautions to limit damage or disturbance to the Project Site or Work due to the performance of Services, but Client understands that some damage or disturbance may necessarily occur in the normal course of Services, and this Agreement does not include repair of such damage unless specifically stated in the Proposal.

3.9. **Excluded Services.**

3.9.1. *General.* Consultant's Services under this Agreement include only those Services specified in the Proposal.

3.9.2. *Hazardous Materials.* Unless identified as a specific task within the Proposal, Consultant's Services specifically excludes the investigation, detection, prevention or assessment of the presence of Hazardous Materials in the air, surface waters, groundwater, soil and structures.

4. CONSTRUCTION PHASE SERVICES

4.1.1. *Scheduling.* Client or their designated agent shall cause all required tests and inspections of the site, materials and work performed by their Contractor to be scheduled no less than one full work day prior to the time when Consultant is to perform their scheduled tests or inspections. No claims for loss, damage or injury shall be brought against Consultant by Client or any third party under contract to Client for tests or inspections not performed due to inadequate scheduling notice provided to the Consultant by Client.

4.1.2. *Authority of Consultant.* Consultant will report observations and data to the Client and the General Contractor, and where required to the Building Official, and will specifically note any observed work or test results to the Client or Client's representative, which, in Consultant's opinion, does not conform with plans, specifications, and codes applicable to the Project. Consultant has no right or responsibility to approve, accept, reject, or stop work of any agent of the Client. Such rights are reserved solely for the Client. Consultant does not warrant or guarantee that all of the Work performed by Contractor meets the requirements of the approved plans and specifications for such Work or the Consultant's recommendations. Consultant shall not be responsible for job site safety or the evaluating and reporting of job conditions concerning health, safety or welfare. No action of Consultant or Consultant's representative can be construed as altering any Agreement between the Client and others.

4.1.3. *Contractor's Responsibilities.* Contractor has sole responsibility for the means, methods, techniques or sequences during the performance of its Work. Client understands and agrees that Contractor, not Consultant, has sole responsibility for completion of the Work in accordance with the approved plans and the building code requirements, and for the safety of persons and property at the Project Site. Consultant will not supervise or direct Contractor's Work, or be liable for any failure of Contractor to complete its Work in accordance with the Project's plans, specifications and applicable codes, laws and regulations

4.1.4. *Review of Contractor's Submittals.* If included in the Scope of Services, Consultant will review and take appropriate action on the Contractor's submittals, such as shop drawings, product data, samples, and other required submittals. Consultant will review such submittals solely for general conformance with Design Consultant's design, and will not include review for the following, all of which will remain the responsibility of the Contractor: accuracy or completeness of details, quantities or dimensions; construction means, methods, sequences or procedures; coordination among trades; or construction safety.

4.1.5. *Site Meetings & Visits.* When providing geotechnical engineering services during the construction phase of the project, Consultant will participate in job site meetings as requested by Client, and, unless otherwise requested by Client, visit the site at times specified in the Proposal or, if not specified in the Proposal, at intervals as Consultant deems appropriate to the various stages of construction to observe the geotechnical conditions encountered by Contractor and the progress and quality of the geotechnical aspects of the Work. Based on information obtained during such visits and on such observations, Consultant may inform Client of the progress of the geotechnical aspects of the Work. Client understands

that Consultant may not be on site continuously; and, unless expressly agreed otherwise, Consultant will not observe all of the Work. Consultant will report any observed geotechnical related Work to the Client which, in Consultant's professional opinion, does not conform with plans and specifications.

4.1.6. *Variation of Material Characteristics and Conditions.* Observations and standardized sampling, inspection and testing procedures employed by Consultant will indicate conditions of materials and construction activities only at the precise location and time where and when Services were performed. Client recognizes that conditions of materials and construction activities at other locations may vary from those measured or observed, and that conditions at one location and time do not necessarily indicate the conditions of apparently identical material(s) at other locations and times. Services of Consultant, even if performed on a continuous basis, should not be interpreted to mean that Consultant is observing, verifying, testing or inspecting all materials on the Project. Consultant is responsible only for those data, interpretations, and recommendations regarding the actual materials and construction activities observed, sampled, inspected or tested, and is not responsible for other parties' interpretations or use of the information developed. Consultant may make certain inferences based upon the information derived from these procedures to formulate professional opinions regarding conditions in other areas.

4.1.7. *Tests.* Tests performed by Consultant on finished Work or Work in progress are performed intermittently and indicate the general acceptability of the Work on a statistical basis. Consultant's reporting of the results of tests and observations of the contractor's Work are not issued as or intended to be a guarantee of the quality of Work and do not relieve other parties from their responsibility to perform their Work in accordance with applicable plans, specifications and requirements.

4.1.8. *Certifications.* Client agrees not to require that Consultant execute any certification with regard to Services performed or Work tested and/or observed under this Agreement unless: 1) Consultant believes that it has performed sufficient Services to provide a sufficient basis to issue the certification; 2) Consultant believes that the Services performed or Work tested and/or observed meet the criteria of the certification; and 3) Consultant has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement. Any certification by Consultant is limited to an expression of professional opinion based upon the Services performed by Consultant, and does not constitute a warranty or guarantee, either express or implied.

4.2. **Final Report.** At the conclusion of Construction Phase Services, Consultant will provide Client with a written report summarizing the tests and observations, if any, made by Consultant. Issuance of the Final Report is contingent on payment in full by Client for all undisputed invoices and services provided by Consultant.

5. CLIENT'S RESPONSIBILITIES

In addition to payment for the Services performed under this Agreement, Client agrees to:

5.1. **Cooperation.** Assist and cooperate with Consultant in any manner necessary and within its ability to facilitate Consultant's performance under this Agreement.

5.2. **Representative.** Designate a representative with authority to receive all notices and information pertaining to this Agreement, communicate Client's policies and decisions, and assist as necessary in matters pertaining to the Project and this Agreement. Client's representative will be subject to change by written notice.

5.3. **Rights of Entry.** Provide access to and/or obtain permission for Consultant to enter upon all property, whether or not owned by Client, as required to perform and complete the Services. Consultant will operate with reasonable care to minimize damage to the Project Site(s) and any improvement located thereon. However, Client recognizes that Consultant's operations and the use of investigative equipment may unavoidably alter conditions or affect the environment at the existing Project Site(s). The cost of repairing such damage will be borne by Client and is not included in the fee unless otherwise stated in the Proposal. If Client desires or requires Consultant to restore the site to its former condition, upon written request Consultant will perform such additional work as is necessary and Client agrees to pay to Consultant the cost thereof.

5.4. **Relevant Information.** Supply Consultant with all information and documents in Client's possession or knowledge which are relevant to Consultant's Services. Client warrants the accuracy of any information supplied by it to Consultant, and acknowledges that Consultant is entitled to rely upon such information without verifying its accuracy. Prior to the commencement of any Services in connection with a specific property, Client will notify Consultant of any known potential or possible health or safety hazard existing on or near the Project Site, with particular reference to Hazardous Materials or conditions.

5.5. **Project Information.** Client agrees to provide Consultant within 5 days after written request, a correct statement of the recorded legal title to the property on which the Project is located and the Client and/or Owner's interest therein, and the identity and address of any lender.

6. CHANGED CONDITIONS

If Consultant discovers conditions or circumstances that it had not contemplated at the commencement of this Agreement or any subsequent Work Authorization or Change Order, such as, but not limited to, unanticipated subsurface conditions, underground obstructions, environmental hazards, or site access limitations, Consultant will notify Client in writing of the Changed Conditions. Client and Consultant agree that they will then renegotiate in good faith the terms and conditions of this Agreement or a Work Authorization, as applicable. If Consultant and Client cannot agree upon amended terms and conditions within 30 days after notice, Consultant may terminate this Agreement and be compensated as set forth in Article 14, "Termination."

7. PAYMENTS TO CONSULTANT

7.1. **Basic Services.** Consultant will perform its Services on either a Lump Sum/Fixed Fee or Time-and-Materials/Time-and-Expense basis as identified in the Proposal.

7.2. **Additional Services.** Any additional services performed under this Agreement, including increased hours or units for those services expressly identified in the Proposal, and any additionally requested tasks, will be provided on a Time-and-Materials basis at the rates established for the project, above and beyond any prior quoted estimate, not-to-exceed or lump sum fee unless otherwise specifically agreed to in writing by both parties.

7.3. **Estimate of Fees.** Consultant's fee estimates are based on its reasonable judgment and professional experience; however, any fee or cost estimate is not a guarantee of total cost. Client acknowledges that changes in scope, schedule, site conditions, contractor performance, and other unforeseen factors may affect the ability to complete Services within the estimated cost. Construction materials testing and inspection services, in particular, are subject to contractor schedules, weather, and overlapping work. Consultant's Services shall continue on a time and expense basis to completion of the required Services unless directed otherwise by Client. Furthermore, where a provision of a "not to exceed" limitation is included in the Proposal it is not a guarantee that the Services will be completed for that amount; rather, it indicates that Consultant will not incur fees and expenses chargeable to Client in excess of the "not to exceed" limitation amount without notifying Client in writing that the "not-to-exceed" amount has been reached and that Services will continue on a Time-and-Materials basis unless directed by Client to discontinue any further Services.

7.4. **Rates.**

7.4.1. *Time-and-Materials Rates.* Client will pay Consultant at the rates set forth in the Proposal, and absent any project-specific rates, in accordance with Consultant's annual Fee Schedule. Rates presented in the Fee Schedule and those presented in Proposal shall be considered to be the Standard Rates. Rates are subject to annual cost of living adjustment.

7.4.2. *Prevailing Wage.* Client shall, when applicable, specifically inform Consultant in writing at the time of request for a Proposal that prevailing wage regulations apply to the Project. When Consultant has been properly notified of the requirement to comply with prevailing wage law, all costs required for compliance with such requirements will be included in the applicable quoted price. In the absence of notification of Prevailing Wage requirements at the time of request for proposal, the rates presented in the Proposal are not applicable for projects where Prevailing Wage or other collective bargaining labor and benefits rates apply, unless so specifically stated. Unless Client specifically informs Consultant in writing at the time of request for a Proposal that prevailing wage regulations apply to the Project and Consultant confirms the inclusion of Prevailing Wage rates in the project-specific Proposal, and there is a subsequent determination that prevailing wage applies, Client will reimburse, defend, indemnify and hold harmless Consultant from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including but not limited to all added labor costs, administrative costs, fines and attorneys' fees.

7.4.3. *Changes to Rates.* Client and Consultant agree that the rates in the Proposal and the Fee Schedule apply through December 31 of the applicable year for non-prevailing wage projects, and through June 30 for California Prevailing wage projects, unless stated otherwise in the Proposal. Rates are subject to periodic review and amendment to reflect Consultant's then-current fee structure. Unless otherwise provided for in the Proposal, if non-prevailing wage projects extend beyond December 31 of the year the services began, the applicable rates shall be adjusted annually by the greater of: **(a)** five percent (5%) or **(b)** the Consumer Price Index (CPI) for the geographic area where services are provided. For Prevailing Wage projects, Consultant's rates shall be revised in accordance with determinations made by the governing agency, including mandatory increases effective July 1. Consultant's billing rates will be increased proportionally to reflect any mandated labor and/or employer payment rate increases, unless otherwise stated in the Proposal. In the event that the cost of fuel increases 10 percent or more over the course of the project a fuel surcharge may be imposed to recoup the added costs incurred by Consultant. Consultant will give Client at least 30 days written notice of any changes. Unless Client objects in writing to the proposed amended fee structure within 30 days of notification, the amended fee structure will be incorporated into this Agreement and shall supersede any prior fee structure. If Client timely objects to the amended fee structure, and Consultant and Client cannot agree upon a new fee structure within 30 days after notice, Consultant may terminate this Agreement and be compensated as set forth under Article 14, "Termination."

7.5. **Expenses.** Miscellaneous out-of-pocket charges, drilling permits, parking, air fare, car/equipment rental, mailing, shipping, subcontractor charges, etc., will be charged on a cost plus twenty percent (20%) overhead basis. On remote jobs or at fabrication facilities, subsistence, when not furnished, will be an additional charge. Regulatory file access fees or other document acquisition fees incurred on Environment Site Assessment projects, that are not specifically identified in the Proposal as included in the Lump Sum fee, will be an additional charge.

7.6. **Basis of Charges for Construction Phase Services.**

7.6.1. *Billing Increments.* A four (4) hour minimum, portal to portal charge per call, applies to all Consultant Services. Services beyond the initial minimum billing increment will be billed in increments of four (4) hours for the first 8 hours and at increments of one hour thereafter for each day's Services for each assigned technician, unless modified in the Proposal.

7.6.2. *Billing Rate Premiums – Shift Differential in Northern California.* Services initiated between the hours of 4:00 a.m. and 2:00 p.m. will be performed at the standard rates presented in the Proposal and annual fee schedule with inclusion of rate premiums for weekends and holidays. Services initiated outside of these hours will be billed at the appropriate rate plus a shift differential premium of twenty percent (20%).

7.6.3. *Billing Rate Premiums - Shift Differential in Southern California.* Services provided before 6:00 a.m. and after 5:00 p.m. on weekdays are subject to overtime rates.

7.6.4. *Billing Rate Premiums - Overtime.* Services rendered in excess of 8 hours on any weekday (excluding holidays) and up to 8 hours on Saturdays will be billed at one and one-half times (x 1.5) the standard hourly rate. Services

rendered in excess of 12 hours on any weekday, in excess of 8 hours on a Saturday, on Sundays or holidays will be billed at double (x 2) the standard rate.

7.6.5. *Late Cancellation.* All cancellations without at least 4 hour notice of cancellation will be subject to the minimum charge per technician per day canceled. Notice of cancellation must be received by our office during our office hours of 8:00 am to 4:00 pm Monday through Friday (excluding holidays) and cannot be left on the voice mail system.

7.7. **Payment Timing; Late Charge.** Consultant shall invoice Client periodically, not more than once every two weeks, for Services rendered. All invoices are due and payable upon receipt of invoice. If Consultant approves Client for 30-day payment terms, Client shall pay all undisputed amounts within thirty (30) days of the invoice date. The invoice amounts shall be presumed to be correct unless Client notifies Consultant in writing within fourteen (14) calendar days of the invoice date, specifying any disputed amounts and the basis for disagreement. Client shall timely pay all undisputed portions. Both parties shall promptly attempt to resolve any disputed portion in good faith. Payment thereafter will first be applied to accrued interest on undisputed charges, then to the oldest unpaid principal balance, regardless of any project or invoice designation by Client. All amounts unpaid when due will bear interest at the lesser of 2% per month or the highest rate permitted by law, accruing from the invoice date until paid. In the event that the account becomes delinquent, Consultant may: (a) require full payment of all outstanding invoices, regardless of project, prior to releasing field notes, test data, photographs, analyses, or reports; (b) withhold final reports or other certified deliverables until all undisputed amounts are paid; and (c) recover from Client all costs incurred in collecting delinquent amounts, including attorneys' fees, court costs, and collection agency fees. Consultant shall not be bound by any provision or agreement conditioning Consultant's right to payment upon payment by a third party. Client's failure to timely pay shall constitute a material breach of this Agreement. Consultant may suspend work and withhold all work product, including verbal consultation, until invoices are paid in full. If the Client requests back-up data or changes to the format of the standard invoice, an administrative fee of $100 per invoice may be charged plus $1 per page of back-up data.

8. ALLOCATION OF RISK

8.1. Limitation of Liability. In light of the limited ability of the Consultant to affect the risks inherent in the Project and of the disparity between Consultant's fee and the potential liability for problems with the Project, to the greatest extent permitted by law,the total cumulative liability of Consultant, its subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "Consultant Entities"), to Client and its successors, all parties included as additional insured on Consultant's insurance policies and all of their respective shareholders, directors, officers, employees and agents (collectively "Client Entities") arising from or relating to Services under this Agreement, including attorney's fees due under this Agreement, will not exceed the gross compensation received by consultant under this agreement or twenty-five thousand dollars ($25,000.00) whichever is greater, for all lawsuits, claims or actions that allege professional errors or omissions in Consultant's Services, whether alleged to arise in tort, contract, warranty, or other legal theory; provided, however, that such liability is further limited as described below. This limit is an aggregate limit with respect to all services on the project, whether provided under this, prior or subsequent agreements, unless modified in writing, agreed to and signed by authorized representatives of the parties. Upon Client's written request, Consultant and Client may agree to increase the limitation to a greater amount in exchange for a negotiated increase in Consultant's fee, provided that they amend this Agreement in writing as provided in Article 16 Section 16.5. Consultant and Client also agree that the Client will not seek damages in excess of the limitations indirectly through suits with other parties who may join Consultant as a third-party defendant.

8.2. **Indemnification.** Client will indemnify, defend and hold harmless Consultant, its subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "Consultant Indemnitees") from and against any and all claims, suits, liabilities, damages, expenses (including without limitation attorney's fees and costs of defense) or other losses (collectively "Liabilities") except to the extent caused by the sole negligence or willful misconduct of Consultant. In addition, except to the extent caused solely by Consultant's negligence, Client waives any claim against Consultant, and to the maximum extent permitted by law, expressly agrees to defend, indemnify and hold harmless Consultant Indemnitees from and against any and all Liabilities, arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.

8.3. **Consequential Damages.** Neither Client nor Consultant will be liable to the other for any special, consequential, incidental or penal losses or damages of whatever nature including but not limited to losses, damages or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, loss of profits, loss of revenue, or loss of inventory, or for use charges, cost of capital, or claims of the other Party and/or its customers, which may arise directly or indirectly as a result of the Services provided by Consultant under this Agreement.

8.4. **Continuing Agreement.** The provisions of this Article 8, "Allocation of Risk," will survive the expiration or termination of this Agreement. If Consultant provides Services to Client that the parties do not confirm through execution of an amendment to this Agreement, the provisions of this Article 8 will apply to such Services as if the parties had executed an amendment.

8.5. **No Personal Liability.** Client and Consultant intend that Consultant's Services will not subject Consultant's individual employees, officers or directors to any personal liability. Therefore, and notwithstanding any other provision of this Agreement, Client agrees as its sole and exclusive remedy to direct or assert any claim, demand or suit only against the business entity identified as "Consultant" on the first page of this Agreement.

9. **INSURANCE.** Consultant carries Statutory Workers' Compensation and Employer's Liability Insurance with limits of $1,000,000 each accident, each disease and policy; Commercial General Liability (CGL) Insurance for bodily injury and property damage with limits of $1,000,000 each occurrence products-complete operations aggregate $2,000,000 and $2,000,000 general aggregate; Automobile Liability (AL) Insurance, including liability for all owned, hired and non-owned vehicles with limits of $1,000,000 combined single limit (each accident); and Professional Liability Insurance with limits of $1,000,000 per claim and annual aggregate. Aggregates are per policy, not per project. Certificates of insurance will be furnished upon written request but may not be processed unless accompanied or preceded by a signed agreement. Client agrees not to withhold payment to Consultant for Client's failure to make such a timely request and such requests may not be honored if made after final completion of authorized services. Waiver of Subrogation and Additional Insured endorsements are not included. Inclusion of waiver of subrogation and additional insured endorsements, available for commercial general liability and auto liability only, will be considered and may be provided for an additional administrative fee. Waivers of subrogation endorsement are not issued for worker's compensation and professional liability policies. Consultant assumes the risk of damage caused by Consultant's personnel to Consultant's supplies and equipment.

10. OWNERSHIP AND USE OF DOCUMENTS

10.1. **Client Documents.** All documents provided by Client will remain the property of Client. Consultant will return all such documents to Client upon request, but may retain file copies of such documents.

10.2. **Consultant's Documents.** Unless otherwise agreed in writing, all documents and information prepared by Consultant or obtained by Consultant from any third party in connection with the performance of Services, including, but not limited to, Consultant's reports, boring logs, maps, technical data, field data, field notes, drawings and specifications, laboratory test data and other similar documents, including those issued as electronic files and those issued as printed (hard) copies, (collectively "Documents") are instruments of professional service, not products, and are the property of Consultant. Consultant has the right, in its sole discretion, to dispose of or retain the Documents. Consultant reserves the right to copyright such documents; however, such copyright is not intended to limit the Client's use of the services provided under this Agreement other than as described below.

10.3. **Distribution and Use of Documents.**

10.3.1. Distribution. All Documents prepared by Consultant are solely for use by Client and will not be provided by either Party to any other person or entity, other than lending institutions for financing of the project, the project Architect, Structural Engineer, General Contractor and Building Department, without Consultant's prior written consent. Except as set forth herein, neither Consultant nor Client will disclose, disseminate or otherwise provide such reports or information except as required for the financing and design of the project, completion of Contractor's Work, or the monitoring of the Project by Governmental Agencies.

10.3.2. Use by Client. Client has the right to reuse the Documents for purposes reasonably connected with the Project for which the Services are provided, including without limitation design and licensing requirements of the Project, subject to any specific reliance or reuse limitations presented in the Document. Client shall not reuse any Documents provided by Consultant hereunder other than for the project defined by the Proposal without prior written consent of Consultant, which shall not be unreasonably withheld.

10.3.3. Use by Consultant. Consultant retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from its Services and the right to use the Documents for any purpose.

10.4. **Unauthorized Reuse or Alteration.** No party other than Client may rely on, and Client will not represent to any other party that it may rely on, Documents without Consultant's express prior written consent and receipt of additional compensation. Client will not permit disclosure, mention, or communication of, or reference to the Documents in any offering circular, securities offering, loan application, real estate sales documentation, or similar promotional material without Consultant's express prior written consent. Modification of the aforementioned Documents by Client without the Consultant's written permission shall be at the Client's sole risk, and the Consultant shall have no liability with respect to such modification. Client waives any and all claims against Consultant resulting in any way from the unauthorized reuse or alteration of Documents by itself or anyone obtaining them through Client. Client will defend, indemnify and hold harmless Consultant from and against any claim, action or proceeding brought by any party claiming to rely upon information or opinions contained in Documents provided to such person or entity, published, disclosed or referred to, or altered without Consultant's prior written consent.

11. RELATIONSHIP OF THE PARTIES

Consultant will perform Services under this Agreement as an independent contractor.

12. ASSIGNMENT AND SUBCONTRACTS

During the term of this Agreement and following its expiration or termination for any reason, neither Party may assign this Agreement or any right or claim under it, in whole or in part, without the prior written consent of the other Party, except for an assignment of proceeds for financing purposes. Any assignment that fails to comply with this paragraph will be void and of no effect. Consultant may subcontract for the services of others without obtaining Client's consent if Consultant deems it necessary or desirable for others to perform certain Services.

13. SUSPENSION AND DELAYS

13.1. **Procedures.** Client may, at any time by 10 days written notice suspend performance of all or any part of the Services by Consultant. Consultant may terminate this Agreement if Client suspends Consultant's Services for more than 60 days and Client will pay Consultant as set forth under Article 14, "Termination." If Client suspends Consultant's Services, or if Client or others delay Consultant's Services, Client and Consultant agree to equitably adjust: (1) the time for completion of the Services; and (2) Consultant's compensation in accordance with Consultant's then current Fee Schedule for the additional

labor, equipment, and other charges associated with maintaining its workforce for Client's benefit during the delay or suspension, or charges incurred by Consultant for demobilization and subsequent remobilization.

13.2. **Liability.** Consultant is not liable to Client for any failure to perform or delay in performance due to circumstances beyond Consultant's control, including but not limited to pollution, contamination, or release of hazardous substances, strikes, lockouts, riots, wars, fires, flood, explosion, "acts of God," adverse weather conditions, acts of government, labor disputes, delays in transportation or inability to obtain material and equipment in the open market.

14. TERMINATION

14.1. **Termination for Convenience.** Consultant and Client may terminate this Agreement for convenience upon 30 days written notice delivered or mailed to the other Party.

14.2. **Termination for Cause.** In the event of material breach of this Agreement, the non-breaching Party may terminate this Agreement if the breaching Party fails to cure the breach within 5 days following delivery of the non-breaching Party's written notice of the breach to the breaching Party. The termination notice must state the basis for the termination. The Agreement may not be terminated for cause if the breaching Party cures the breach within the 5-day period.

14.3. **Payment on Termination.** Following termination other than for Consultant's material breach of this Agreement, Client will pay Consultant for Services performed prior to the termination notice date, and for any necessary Services and expenses incurred in connection with the termination of the Project, including but not limited to, the costs of completing analysis, records and reports necessary to document job status at the time of termination and costs associated with termination of subcontractor contracts in accordance with Consultant's then current Fee Schedule.

15. DISPUTES

15.1. **Generally.** It is the intention of the Parties that all claims, controversies, disputes, disagreements, or requests for determinations as to interpretation of or compliance with the Agreement, relating to, connected with or arising out of the Agreement, including any breach thereof or question as to the existence, termination or validity thereof (collectively a "Dispute"), be resolved first through a meeting of principals, then a mediation process, and thereafter, failing satisfactory agreement as to resolution of the Dispute, through final, binding arbitration, all as provided in this Article 15.

15.2. **Informal Negotiation.** The parties will first attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to this Agreement. Either Party may initiate negotiations by providing written notice in letter form to the other Party, setting forth the subject of the dispute and the relief requested. The recipient of such notice shall respond within fifteen (15) business days with a written statement of its position on, and recommended solution to, the Dispute, and the name and title of the executive who will represent that Party and of any other person who will accompany the executive. If the dispute is not resolved by this exchange of correspondence, then the executives of both parties shall meet at a mutually acceptable time and place within 30 days after delivery of the disputing Party's notice and thereafter as often as they reasonably deem necessary to attempt to resolve the dispute. All reasonable requests for information made by one Party to the other will be honored. All negotiations pursuant to this Section 15.2 are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence. If informal negotiation is unsuccessful, the parties shall then proceed to non-binding Mediation.

15.3. **Precondition to Other Action.** All Disputes shall, before the initiation of arbitration be first submitted for resolution through mediation in which both Parties shall participate; *provided, however,* that if necessary to preserve a Party's rights as a result of the expiration of a statute of limitation or other period of limitation, a Party may initiate arbitration prior to completion of mediation; *provided further, however,* that in such event the parties shall nonetheless proceed with the mediation and shall, to the extent permitted by the Arbitrator, stay the arbitration proceedings.

15.4. **Mediation.** In the event that informal negotiation does not resolve a dispute, all disputes between Consultant and Client, except those involving Client's failure to pay undisputed invoices as provided herein and excluding Consultant's perfection of any mechanic's lien, are subject to mediation. Either Party may demand mediation by serving a written notice stating the essential nature of the Dispute, amount of time or money claimed, and requiring that the matter be mediated within 45 days of service of notice. The mediation shall be administered by the American Arbitration Association or by such other person or organization as the parties may agree upon, in accordance with the Construction Industry Arbitration Rules and Mediation Procedures of the American Arbitration Association. Each Party shall bear its own expenses and an equal share of the expenses of the mediator. No further action may be initiated unless the mediation does not occur within sixty (60) days after service of such notice, the mediation occurred but did not resolve the dispute, or a statute of limitation would lapse if suit was not filed prior to sixty (60) days after service of notice.

15.5. **Arbitration.** The Parties shall submit any and all unresolved disputes that are not resolved Mediation under Section 15.4 above, to final and binding arbitration conducted by one arbitrator mutually agreed upon by the Parties. In the event that the Parties cannot mutually agree on an arbitrator and arbitrator shall be appointed by the American Arbitration Association. Such arbitration will be conducted in accordance with and subject to the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. The arbitrator(s) will allow such discovery as is appropriate, consistent with the purposes of arbitration in accomplishing fair, speedy and cost-effective resolution of disputes. The arbitrator will reference the Federal Rules of Civil Procedure then in effect in setting the scope of discovery, except that no requests for admissions will be permitted and interrogatories will be limited to identifying (a) persons with knowledge of relevant facts and (b) expert witnesses and their opinions and the basis therefore. The award rendered by the arbitrator shall be final and binding, except that either party may appeal the award to a court of competent jurisdiction on the grounds of errors of law or fact made by the arbitrator. and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction. The arbitrators shall have no authority to vary the terms of the Agreement between the Parties, to examine issues left to the discretion of either Party, or to consider any matter not submitted to arbitration as prescribed

herein. The arbitrator shall be authorized to provide all recognizable remedies available in law or equity for any cause of action that is the basis of the arbitration (to the extent such remedy is not otherwise precluded under this Agreement), provided that (i) the arbitrator shall not have the authority to award punitive damages, and (ii) each Party shall bear its own costs and attorney's fees related to the arbitration.

15.6. **Choice of Law; Venue.** This Agreement will be construed in accordance with and governed by the laws of the state of California. Except for actions, such as for enforcement of mechanic's liens, which are required by statute to be brought in a specific venue, or unless the parties agree otherwise, any mediation, arbitration or other legal proceeding will occur in Kern County, California

15.7. **Statutes of Limitations.** Any applicable statute of limitations will be deemed to commence running on the earlier of the date of substantial completion of Consultant's Services under this Agreement or the date on which claimant knew, or should have known, of facts giving rise to its claims.

16. MISCELLANEOUS

16.1. Notices. Any and all notices, requests, instructions, or other communications given by either Party to the other for purposes of requesting services, project scope and fee proposals, or authorizing Services must be in writing and delivered by email, hand delivered to the recipient or delivered by first-class mail to the local Krazan office that will provide services or to the Corporate addresses listed below.

Any and all notices, requests, instructions, or other communications given by either Party to the other for purposes other than requesting services, project scope and fee proposals, or Services authorization, must be in writing and delivered by email, USPS first-class mail with return receipt (postage prepaid) or recognized courier with tracking and signature required for delivery and addressed to the following:

To Consultant:
Krazan & Associates
215 West Dakota Avenue
Clovis, California 93612
Attn: Mr. Dave Jarosz
davejarosz@krazan.com

To Client:
_____
_____
_____
_____
_____

Either Party may, at any time, designate a new or different address to which notices are to be sent.
Any notice shall be deemed delivered as of the time that the same is personally delivered or as of the date of signature confirming receipt by the recipient.

16.2. **Headings.** The headings used in this Agreement are for convenience only and are not a part of this Agreement.

16.3. **Waiver.** The waiver of any term, conditions or breach of this Agreement will not operate as a subsequent waiver of the same term, condition, or breach. One or more waivers of any term, condition or covenant by either Party shall not be construed as a waiver of any other term, condition or covenant.

16.4. **Severability.** If any portion of this Agreement is void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as the law allows. If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired.

16.5. **Modification of This Agreement.** This Agreement may not be modified or altered, except by a written agreement signed by authorized representatives of both parties and referring specifically to this Agreement. No person other than a corporate officer (President, Vice President, or Chief Financial Officer) of Client is authorized to amend, change, modify, or waive any term or provision of this Agreement.

16.6. **Survival.** These terms and conditions survive the completion of the Services and/or the termination of this Agreement, whether for cause or for convenience.

16.7. **Warranty Of Authority To Sign, Personal Guarantee.** The person signing this contract warrants that he/she has authority to sign on the behalf of the Client for whose benefit Consultant's services are rendered. If such person does not have such authority, he/she agrees that he/she is personally liable for obligations under this Agreement and all breaches of this contract and that in any action against him/her for breach of such warranty, reasonable attorney's fees shall be included in any judgment rendered. Further, if Client fails to perform and is in breach of this Agreement the person signing this Agreement agrees that he/she is personally liable for obligations under this Agreement and all breaches of this contract and that in any action against him/her for breach of such warranty, reasonable attorney's fees shall be included in any judgment rendered.

16.8. **Incorporation of Provisions Required By Law.** Each provision and clause required by law to be inserted in this Agreement is included herein, and the Agreement should be read and enforced as though each were set forth in its entirety herein.

16.9. **Electronic Media.** Upon Client's request, Consultant may provide Documents and information in an electronic format. Client acknowledges that electronic files are subject to undetectable alteration due to (among other causes) transmission, conversion, media degradation, software errors, or human interference. Accordingly, all such electronic materials are for informational purposes only; the original paper copy issued by Consultant shall govern as the final and controlling documentation of the Services.

16.10. **Electronic Copies.** A scanned or electronically signed copy of this Agreement shall be deemed an original and may be used as valid evidence of its execution and terms, even if the original signed version is unavailable. This Agreement

may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

16.11. **No Third-Party Rights.** This Agreement shall not create any rights or benefits to parties other than Client and Consultant.

17. ENTIRE AGREEMENT

This Agreement between the parties consists of these Terms and Conditions, the Proposal, and any exhibits or attachments noted in the Proposal is and intended by the Parties to be the full and final expression of their agreement with respect to the Services to be performed in connection with this Agreement, unless modified in writing and agreed to by both parties in an amendment to this Agreement. Together, these elements will constitute the entire Agreement superseding any and all prior negotiations, correspondence, or agreements either written or oral.

The Parties have read the foregoing, understand completely the terms, and willingly enter into this Agreement. This Agreement was developed to be fair and reasonable to both parties. The parties acknowledge that there has been an opportunity to negotiate the terms and conditions of this Agreement and agree to be bound accordingly. Consultant's acceptance of this Agreement is pending credit review and a retainer fee may be required.

Client: Lakeside Union School District

Nick Hernandez 9/8/26

Signature Date

Nick Hernandez

Name (Please Print)

Facilities

Title

Consultant: Krazan & Associates

Signature Date

Name (Please Print)

Title

LANDSCAPING INC
License # 594630 C-27 C61/D64
PWCR # 1000004225
September 11, 2026
Gilbert Carmona

Quote #4543

Attn: Nick Hernandez
Email: nhernandez@lakesideusd.org
RE: Lakeside School French Drain

Quote
Lakeside Union School District

Quote to install 8′ x 8′ wide by 9′ deep French drain with 1″ gravel topped with soil fabric and a 6″ PVC drain pipe. A 12in x 12in concrete drain inlet with concrete ribbon drain inlet set at 1 ½ below the side walk $11,150.00

Total: $11,150.00

Note:
With the amount of interruption to the walking path, this work will need to be performed on a Saturday.

KERN SPRINKLER
LANDSCAPING INC
License # 594630 C-27 C61/D64
PWCR # 1000004225
September 11, 2026
Gilbert Carmona

Quote #4542

Attn: Nick Hernandez
Email: nhernandez@lakesideusd.org
RE: Suburu

Quote
Lakeside Union School District

Install stabilized California Gold D.G. approximately 1440 sq ft between parking lot and park fence. Installed over separator fabric. Grade to be 3" below top of fence curb and 3" below parking lot curb $12,100.00.

Install stabilized California Gold D.G. approximately 273' sq ft east of portable over separator fabric $1,550.00.

Total: $13,650.00

KERN SPRINKLER
LANDSCAPING INC
License # 594630 C-27 C61/D64
PWCR # 1000004225
August 6, 2026
Gilbert Carmona

Quote #4491

Attn: Nick Hernandez
Email: nhernandez@lakesideusd.org
RE: Lakeside Rewire

Quote
Lakeside Union School District

South of pump yard
Quote to run new wire in 2" conduit to 16 existing valves south of pump yard allowing valves to activate independently from one another. Using 2" conduit, 14 gage black wire to each valve and 12 gage white wire for common.

$14,698.00

North of existing building
Quote to run 1" conduit and install 2 conductor wire with tucor decoders one to each valve on north side of buildings to allow valves to be activated independently from one another.

$8,925.59

CHANGE ORDER

CO-04

PROJECT:
7 CR, 1 RR & Staff Parking Lot @ Suburu ES
7315 Harris Road
Bakersfield, California 93311

Dated: September 24, 2026
OMA Job No. **2024-2391**

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

D.S.A. App. # 03-124849
D.S.A. File # 15-89
P.T.N. # 63552-23

CONSTRUCTION MANAGER:
Ken W. Smith Construction
10721 Rio Mesa Drive
Bakersfield, California 93308

ARCHITECT
Ordiz-Melby Architects, Inc.
5500 Ming Avenue, Suite 280
Bakersfield, CA 93309

	DESCRIPTION	ADD	DELETE
1	**Addition of Circuit Receptacle for IDF**	$3,930.21	

ADD TO SCOPE OF WORK: All necessary labor, materials, and equipment to add dedicated circuit receptacle for IDF at 2 locations.

Reason: To provide power for new IDF's requested by the IT department per RFI #15.

Contractor's CO #11

Subtotals: *$3,930.21* *$0.00*

Item Total: **$3,930.21**

	DESCRIPTION	ADD	DELETE
2	**Add Receptacle At Teacher's Desk**	$1,630.74	

ADD TO SCOPE OF WORK: All necessary labor, materials, and equipment to install IDF cabinets.

Reason: District request for IDF cabinets.

Contractor's CO #13

Subtotals: *$1,630.74* *$0.00*

Item Total: **$1,630.74**

	DESCRIPTION	ADD	DELETE
3	**RFI #17 Alternate to Replacing Fire Alarm Devices**	$16,747.50	

ADD TO SCOPE OF WORK: All necessary labor, materials, and equipment to install new devices in 6 rooms. Pull new speaker & SLC circuits FACP to new classrooms.

Reason: The original specified devices had been updated. This was necessary for the new fire alarm devices to communicate with the existing fire alarm control panel.

Contractor's CO #14

Subtotals: *$16,747.50* *$0.00*

Item Total: **$16,747.50**

CHANGE ORDER

CO-04

PROJECT:
7 CR, 1 RR & Staff Parking Lot @ Suburu ES
7315 Harris Road
Bakersfield, California 93311

Dated: September 24, 2026
OMA Job No. **2024-2391**

DISTRICT:
Lakeside Union School District
14535 Old River Road
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P.T.N. # 63552-23

CONSTRUCTION MANAGER:
Ken W. Smith Construction
10721 Rio Mesa Drive
Bakersfield, California 93308

ARCHITECT
Ordiz-Melby Architects, Inc.
5500 Ming Avenue, Suite 280
Bakersfield, CA 93309

	DESCRIPTION	ADD	DELETE
4	**Additional Double Gates**	$2,200.00	

ADD TO SCOPE OF WORK: All necessary labor, materials, and equipment to install 1-9' wide 6' tall double chain link gate with fork latch.

Reason: The school district requested access gates to be installed in a solid, chain link fence.

Contractor's CO #15

Subtotals: *$2,200.00* *$0.00*

Item Total: **$2,200.00**

	DESCRIPTION	ADD	DELETE
5	**Classroom Outlets**	$2,796.23	

ADD TO SCOPE OF WORK: All necessary labor, materials, and equipment to demo 16 receptacles, install 6 GFCIs, 6-1 gang blanks & 2-2 gang blanks.

Reason: The IT department requested the outlets for IDF cabinet and teacher stations.

Contractor's CO #16

Subtotals: *$2,796.23* *$0.00*

Item Total: **$2,796.23**

	DESCRIPTION	ADD	DELETE
6	**New Chain Link Fence**	$5,940.00	

ADD TO SCOPE OF WORK: All necessary labor, materials, and equipment to install approximately 40' of new chain link fence 9 GAS 2" mesh. Coring 2 post on top of existing CMU wall (by MD). Install 4 posts with plates.

Reason: This chain link fence was added to separate the students from the new parking lot and automatic driveway gate.

Contractor's CO #17

Subtotals: *$5,940.00* *$0.00*

Item Total: **$5,940.00**

ADDITION	DEDUCTION
$33,244.68	**$0.00**

CHANGE ORDER

CO-04

PROJECT:

7 CR, 1 RR & Staff Parking Lot @ Suburu ES
7315 Harris Road
Bakersfield, California 93311

Dated: September 24, 2026
OMA Job No. 2024-2391

DISTRICT:

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

D.S.A. App. # 03-124849
D.S.A. File # 15-89
P.T.N. # 63552-23

CONSTRUCTION MANAGER:

Ken W. Smith Construction
10721 Rio Mesa Drive
Bakersfield, California 93308

ARCHITECT

Ordiz-Melby Architects, Inc.
5500 Ming Avenue, Suite 280
Bakersfield, CA 93309

TOTAL ADDITIONS AND DEDUCTIONS THIS CHANGE ORDER **$33,244.68**

The compensation (Time and Cost) set forth in this change order comprises the total compensation due the contractor for the change defined in the change order, including impact on unchanged work. Acceptance of this change constitutes a full and complete accord and satisfaction of any and all claims by contractor arising out of or relating to the change order, including but not limited to claims for contract balance and retention, time, extended field or home office, or other overhead, all acceleration, impact, disruption, and delay damages, any and all other direct and/or indirect costs, claims against the owner for time or money, from any source and under any legal theory whatsoever, as to the subject of this change order. No signature under protest or accompanied by reservation of rights or protest language, or an other attempts to avoid such waiver shall be of any force or effect whatsoever. No additions or deletions to this change order shall be allowed, except with written permission of owner.

NOTE: Individual Change Orders for each Bid Package will be made in the amount as listed in the Change Order Summary Indicated below.

SUMMARY OF CHANGE ORDER

CONTRACTOR	Ken W. Smith						
BID PACKAGE NUMBER							TOTALS
Contractor's CO #11	$3,930.21						$3,930.21
Contractor's CO #13	$1,630.74						$1,630.74
Contractor's CO #14	$16,747.50						$16,747.50
Contractor's CO #15	$2,200.00						$2,200.00
Contractor's CO #16	$2,796.23						$2,796.23
Contractor's CO #17	$5,940.00						$5,940.00
Net Change by CO-04	**$33,244.68**						**$33,244.68**
Previous Sum of Change Orders for DSA #03-XXXXXX for Bid Package Listed	$508,334.40						
Original Contract Sum	$885,000.00						
Contract Sum to Date	$1,426,579.08	$0.00	$0.00	$0.00	$0.00	$0.00	

TOTAL ADDITIONS AND DEDUCTIONS THIS CHANGE ORDER	$33,244.68
TOTAL ADDITIONS AND DEDUCTIONS PREVIOUS CHANGE ORDERS	$508,334.40
ORIGINAL TOTAL PROJECT CONTRACT PRICE (TO DATE)	$885,000.00
ADJUSTED TOTAL PROJECT CONTRACT PRICE (TO DATE)	**$1,426,579.08**
PERCENTAGE INCREASE TO PROJECT CONTRACT (TO DATE)	61.20%

CHANGE ORDER

CO-04

PROJECT:

7 CR, 1 RR & Staff Parking Lot @ Suburu ES
7315 Harris Road
Bakersfield, California 93311

Dated: September 24, 2026
OMA Job No. 2024-2391

DISTRICT:

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

D.S.A. App. # 03-124849
D.S.A. File # 15-89
P.T.N. # 63552-23

CONSTRUCTION MANAGER:

Ken W. Smith Construction
10721 Rio Mesa Drive
Bakersfield, California 93308

ARCHITECT

Ordiz-Melby Architects, Inc.
5500 Ming Avenue, Suite 280
Bakersfield, CA 93309

CONFORMANCE WITH CONTRACT DOCUMENTS

All work performed under this Change Order shall be in conformance with the Contract Documents as they apply to work of a similar nature and shall be subject to the provisions of the contract for the above-named project.

RECOMMENDED FOR APPROVAL

Ken W. Smith Construction

By: Ken W. Smith
Signature

Ken W Smith / President
Print Name & Title

Date: 09/24/2026

APPROVED (District)

Lakeside Union School District

By: _____
Signature

_____
Print Name & Title

Date: _____

RECOMMENDED FOR APPROVAL

Ordiz-Melby Architects, Inc.

By: Joseph E. Zasoski
Signature

Joseph E Zasoski, AIA - Architect | Principal
Print Name & Title

Date: 9/24/2026

ITEM #1

CHANGE ORDER PROPOSAL

COP #	11
DATE	5/20/2026
CONTRACT / PO / PROJECT #	2391
PROJECT NAME	7 Classrooms, 1 RR & Staff Parking Lot @ Suburu ES
PROJECT LOCATION	7315 Harris Road Bakersfield CA 93311

KEN W SMITH CONSTRUCTION INC
10721 RIO MESA DRIVE, BAKERSFIELD, CA 93308
OFFICE: 661-393-0708 FAX: 702-974-1774
ken@kwsmithco.com

TO: Mark Torres
PHONE #: 661-832-5258
OF: Ordiz Melby Architects
EMAIL: mtorres@ordizmelby.com

REQUEST BY: Krista O'Neal/Stu DeWitt
PHONE #: (661) 393-0708
OF: Ken W Smith Construction Inc.
EMAIL: krista@kwsmithco.com; stu@kwsmithco.com

BRIEF TITLE: RFI #15 - Addition of Circuit Receptacle for IDF

DESCRIPTION OF CHANGE(S):
Change order request per: RFI #15: Add dedicated circuit receptacle for IDF @ 2 locations

Labor:	
Inside wireman =	$2,298.33
Materials:	
See attached =	$883.51
Subtotal:	$3,181.84
Sub O&P:	$318.18
Sales Tax:	$72.89
Subcontractor total:	$3,572.91
General O&P:	$357.29

Total Cost: $3,930.21

CHANGE IN CONTRACT

Requested Add/Deduct for this Change Order: $3,930.21

Adjustment to contract time required? TBD Yes _____ No

Contract time adjustment description: _____

APPROVED BY SIGNATURE: _____

PRINT NAME & TITLE: _____

REPRESENTATIVE OF: _____

DATE: _____

ITEM #1

ESTIMATE

Skycon Electric (Inc.)
5419 Standard St
Bakersfield, CA 93308-4580

brian@skyconelectric.com
+1 (661) 213-4141
www.skyconelectric.com

SKYCON ELECTRIC
LIC#837258
661-213-4141

Ken Smith Construction:26-01 Suburu - 7CR & 1RR

Bill to
Ken Smith Construction
2000 Norris Rd, Ste. 102
Bakersfield, CA 93308

Estimate details
Estimate no.: 26-546
Estimate date: 05/19/2026

Job : 26-01 Suburu - 7CR & 1RR
Job Location: Suburu Elementary

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**Change Order**	CHANGE ORDER: RFI-15 Add Dedicated Circuit Receptacle For IDF @ 2 Locations	1	$0.00	$0.00
2.		**Labor KER-2025-2 Inside Wireman Base+Fringe+Burden Full Rate**	Labor KER-2025-2 Inside Wireman Base+Fringe+Burden Full Rate	20.28	$113.33	$2,298.33
3.		**Cost of Goods Sold**	Job Materials	1	$883.51	$883.51
		Subtotal	Subtotal			**$3,181.84**
4.		**O&P**	O&P 10%	1	$318.184	$318.18

Subtotal	$3,500.02
Sales tax	$72.89
Total	**$3,572.91**

Note to customer

ACCEPTANCE OF PROPOSAL
NOTE - This proposal may be withdrawn by us if not accepted within 30 days.
The above prices, specifiacations and conditions are satisfactory and are hereby accepted. Any alterration or deveiation from above specifications involving extra costs will be executed only upon written estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Accepted date

Accepted by

ITEM #1

Job ID: JOB-0267
Project: Suburu E.S. @ Lakeside (7) Relos and (1) R.R.

SKYCON ELECTRIC

CO: CO-0005: IDF Receptacles

Summary Cost Codes Report

19 May 2026 15:09:52

Cost Code 100, BRANCH

78.99% of Job Total — 74.63% of Job Total

Item #	Size	Description	Quantity	U/M	Mat Unit	M-Fact	Mat Result	Lab Unit	L-Fact	Lab Result
10054	3/4	EMT	70.00	FT	3.4772	1.000	243.40	0.0500	1.000	3.50
20739	3/4	EMT FIELD-BEND	4.00	EA				0.1920	1.000	0.77
30542	3/4	EMT STEEL-SS COUPLING	8.00	EA	10.1657	1.000	81.33	0.0500	1.000	0.40
30667	3/4	EMT STEEL SS CONNECTOR	8.00	EA	8.2512	1.000	66.01	0.1000	1.000	0.80
40243	3/4	PLASTIC BUSHING	4.00	EA	0.3922	1.000	1.57	0.1200	1.000	0.48
70033	12	THHN/THWN CU (STR)	184.00	FT	0.7669	1.000	141.11	0.0060	1.000	1.10
70228	12.	GREEN THHN CU (GRD 20A)	92.00	FT	0.7669	1.000	70.56	0.0060	1.000	0.55
150006	1-1/2"D	4"SQ CMB-KO NO BRKT	2.00	EA	9.5857	1.000	19.17	0.3000	1.000	0.60
150041	2-1/8"D	4"SQ CMB-KO NO BRKT	2.00	EA	9.6020	1.000	19.20	0.3000	1.000	0.60
150096		4"SQ BLANK COVER	2.00	EA	2.6003	1.000	5.20	0.0800	1.000	0.16
150118	1/2"D 7.3-CI	4"SQ 2-DX RAISED CVR	2.00	EA	9.3200	1.000	18.64	0.2000	1.000	0.40
161784	3/4	EMT 1-HOLE STEEL STRAP	4.00	EA	0.6453	1.000	2.58	0.0400	1.000	0.16
500197	3/4	ENCLOSURE HOLE PUNCH -STEEL	2.00	EA	0.0000	1.000	0.00	0.1800	1.000	0.36
630007	3/4	CONDUIT HGR SNAP-CLOS 1/4-20 HOLE-M	8.00	EA	0.5375	1.000	4.30	0.2500	1.000	2.00
630141	3/4	EMT PUSH-IN WING-MTD #12 WIRE>1/4 I	11.00	EA	1.5012	1.000	16.51	0.2500	1.000	2.75
630508	THREAD ROD MOUI	SUPPORT BOX WITH SBT18 FOR MULTI CC	2.00	EA	4.1547	1.000	8.31	0.2500	1.000	0.50
						Cost Code 100, BRANCH totals:	**$697.89**			**15.13**

Cost Code 200, FEEDER

2.16% of Job Total — 2.17% of Job Total

Item #	Size	Description	Quantity	U/M	Mat Unit	M-Fact	Mat Result	Lab Unit	L-Fact	Lab Result
20749	3/4	EMT 90-ELBOW	2.00	EA	9.5624	1.000	19.12	0.2200	1.000	0.44
						Cost Code 200, FEEDER totals:	**$19.12**			**0.44**

Cost Code 300, WIRE & TERMINATIONS

1.37% of Job Total — 9.07% of Job Total

Item #	Size	Description	Quantity	U/M	Mat Unit	M-Fact	Mat Result	Lab Unit	L-Fact	Lab Result
100137	#18 to 10	WIRE-NUT SML -YELLOW	2.00	EA	0.1303	1.000	0.26	0.0500	1.000	0.10
100139	#18 to 8	WIRE-NUT MED -RED	9.00	EA	0.1915	1.000	1.72	0.0600	1.000	0.54
100159	#12 SOL	8" PIGTAIL W/GRD SCREW	4.00	EA	2.5275	1.000	10.11	0.0600	1.000	0.24
100565	12	WIRE TERMINATION LBR	6.00	EA	0.0000	1.000	0.00	0.1600	1.000	0.96
						Cost Code 300, WIRE & TERMINATIONS totals:	**$12.09**			**1.84**

Cost Code 400, FIXTURE FIT-UP

0.62% of Job Total — 3.91% of Job Total

Skycon Electric
5419 Standard St
Bakersfield, California 93308
Phone: 661-978-6893
Web:

Cost Code 400, FIXTURE FIT-UP

Item #	Size	Description	Quantity	U/M	Mat Unit	M-Fact	Mat Result (0.62% of Job Total)	Lab Unit	L-Fact	Lab Result (3.91% of Job Total)
121419	6FT	STRAIGHT CEILING WIRE -GALVANIZED	11.00	EA	0.4959	1.000	5.45	0.0720	1.000	0.79
		Cost Code 400, FIXTURE FIT-UP totals:					**$5.45**			**0.79**

Cost Code 500, DEVICE FIT-UP

Item #	Size	Description	Quantity	U/M	Mat Unit	M-Fact	Mat Result (9.46% of Job Total)	Lab Unit	L-Fact	Lab Result (5.92% of Job Total)
140020	20A	DX RECEPT SPECIFICATION GRADE	4.00	EA	20.9000	1.000	83.60	0.3000	1.000	1.20
		Cost Code 500, DEVICE FIT-UP totals:					**$83.60**			**1.20**

Cost Code 700, GEAR & EQUIPMENT

Item #	Size	Description	Quantity	U/M	Mat Unit	M-Fact	Mat Result (7.33% of Job Total)	Lab Unit	L-Fact	Lab Result (3.35% of Job Total)
181244	20/1	SQD QOB BOLT-ON BREAKER	2.00	EA	32.4000	1.000	64.80	0.3400	1.000	0.68
		Cost Code 700, GEAR & EQUIPMENT totals:					**$64.80**			**0.68**

Cost Code 800, MISCELLANEOUS/OTHER

Item #	Size	Description	Quantity	U/M	Mat Unit	M-Fact	Mat Result (0.06% of Job Total)	Lab Unit	L-Fact	Lab Result (0.95% of Job Total)
161275	#10 x 1"	SHEET METAL SCREW	8.00	EA	0.0678	1.000	0.54	0.0240	1.000	0.19
161276	#12 x 1"	SHEET METAL SCREW	0.00	EA	0.0784	1.000	0.00	0.0300	1.000	0.00
		Cost Code 800, MISCELLANEOUS/OTHER totals:					**$0.54**			**0.19**

Cost Code UNAS, UNASSIGNED

Item #	Size	Description	Quantity	U/M	Mat Unit	M-Fact	Mat Result (0.00% of Job Total)	Lab Unit	L-Fact	Lab Result (0.00% of Job Total)
20739	3/4	EMT FIELD-BEND	4.00	EA	0.0000	1.000	0.00			
		Cost Code UNAS, UNASSIGNED totals:					**$0.00**			**0.00**

Job totals: **$883.51** **20.28**

Skycon Electric
5419 Standard St
Bakersfield, California 93308
Phone: 661-978-6893
Web:

ITEM #1

REQUEST FOR INFORMATION (RFI)

KEN W SMITH CONSTRUCTION INC.
10721 RIO MESA DRIVE, BAKERSFIELD, CA 93308
OFFICE: 661-393-0708 FAX: 702-974-1774
MAIN: ken@kwsmithco.com

RFI #	15
REQUEST DATE	4/16/2026
CONTRACT / PO / PROJECT #	2391
PROJECT NAME	7 Classroom, 1 Restroom& Staff Parking @ Suburu ES
PROJECT LOCATION	7315 Harris Road, Bakersfield, CA. 93313

TO: Mark Torres — OF: Ordiz Melby Architects
PHONE #: 661-832-5258 — EMAIL: mtorres@ordizmelby.com

REQUEST BY: Stu DeWitt / Krista O'Neal — OF: Ken Smith Construction
PHONE #: 661-393-0708 — EMAIL: Stu@kwsmithco.com/Krista@kwsmithco.com

TYPE OF REQUEST :

CLARIFY: ✓ CONFLICT: SUGGEST: OTHER:

RELATED DOC(S): E-120 - Addenda 2

BRIEF TITLE: Receptacles for IDF's

INFORMATION / CLARIFICATION REQUIRED:

There are no receptacles called out in the drawings for the two IDF's. Will a receptacle be required for each IDF? YES

PROPOSED SOLUTION:

PROVIDE 20/1 CIRCUIT BREAKER IN SPACE IN PANEL.
RUN 3/4"C. W/ 2#12, 1#12GND TO NEMA 5-20R AT IDF LOCATION.
TYPICAL FOR EACH IDF

RESPONSE REQUIRED BY DATE: As soon as possible, please.

RESPONSE:

REFER TO INSTRUCTION BULLETIN NO. _____ ATTACHED.

ADDITIONAL/OTHER RESPONSE: RESPONSE DATE:

RESP. BY: OF: 4/16/27

PHONE #: EMAIL:

ITEM #2

CHANGE ORDER PROPOSAL

KEN W SMITH CONSTRUCTION INC
10721 RIO MESA DRIVE, BAKERSFIELD, CA 93308
OFFICE: 661-393-0708 FAX: 702-974-1774
ken@kwsmithco.com

COP #	13
DATE	7/2/2026
CONTRACT / PO / PROJECT #	2391
PROJECT NAME	7 Classrooms, 1 RR & Staff Parking Lot @ Suburu ES
PROJECT LOCATION	7315 Harris Road Bakersfield CA 93311

TO:	Mark Torres	OF:	Ordiz Melby Architects
PHONE #:	661-832-5258	EMAIL:	mtorres@ordizmelby.com
REQUEST BY:	Krista O'Neal/Stu DeWitt	OF:	Ken W Smith Construction Inc.
PHONE #:	(661) 393-0708	EMAIL:	krista@kwsmithco.com; stu@kwsmithco.com

BRIEF TITLE: Add Receptacle @ Teachers Desk

DESCRIPTION OF CHANGE(S):

Add receptacle at teachers desk

Labor:	
Inside Wireman 7.78hrs @ $113.33 =	$881.71
Cost of Goods Sold =	$433.50
O&P:	$131.52
Sales Tax:	$35.76
Subtotal:	$1,482.49
GC O&P:	$148.25
Total CO Amount:	$1,630.74

CHANGE IN CONTRACT

Requested Add/Deduct for this Change Order: $1,630.74

Adjustment to contract time required? TBD Yes _____ No

Contract time adjustment description:

APPROVED BY SIGNATURE: [signature]

PRINT NAME & TITLE: Billy Punt - Director MOT

REPRESENTATIVE OF: Lakeside Union School District

DATE: 7/2/2026

ITEM #2

ESTIMATE

Skycon Electric (Inc.)
5419 Standard St
Bakersfield, CA 93308-4580

brian@skyconelectric.com
+1 (661) 213-4141
www.skyconelectric.com

SKYCON ELECTRIC
LIC#837258
661-213-4141

Ken Smith Construction:26-01 Suburu - 7CR & 1RR

Bill to
Ken Smith Construction
2000 Norris Rd, Ste. 102
Bakersfield, CA 93308

Estimate details
Estimate no.: 26-572
Estimate date: 07/01/2026

Job : 26-01 Suburu - 7CR & 1RR
Job Location: Suburu Elementary

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**Change Order**	CHANGE ORDER: Add Receptacle at teachers desk	1	$0.00	$0.00
2.		**Labor KER-2025-2 Inside Wireman Base+Fringe+Burden Full Rate**	Labor KER-2025-2 Inside Wireman Base+Fringe+Burden Full Rate	7.78	$113.33	$881.71
3.		**Cost of Goods Sold**	Job Materials	1	$433.50	$433.50
		Subtotal	Subtotal			**$1,315.21**
4.		**O&P**	O&P 10%	1	$131.521	$131.52

Subtotal	$1,446.73
Sales tax	$35.76
Total	**$1,482.49**

Note to customer

ACCEPTANCE OF PROPOSAL
NOTE - This proposal may be withdrawn by us if not accepted within 30 days.
The above prices, specifiacations and conditions are satisfactory and are hereby accepted. Any alterration or deveiation from above specifications involving extra costs will be executed only upon written estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Accepted date

Accepted by

CHANGE ORDER PROPOSAL

KEN W SMITH CONSTRUCTION INC
10721 RIO MESA DRIVE, BAKERSFIELD, CA 93308
OFFICE: 661-393-0708 FAX: 702-974-1774
ken@kwsmithco.com

COP #	14
DATE	7/22/2026
CONTRACT / PO / PROJECT #	2391
PROJECT NAME	7 Classrooms, 1 RR & Staff Parking Lot @ Suburu ES
PROJECT LOCATION	7315 Harris Road Bakersfield CA 93311

TO: Mark Torres
PHONE #: 661-832-5258
OF: Ordiz Melby Architects
EMAIL: mtorres@ordizmelby.com

REQUEST BY: Krista O'Neal/Stu DeWitt
PHONE #: (661) 393-0708
OF: Ken W Smith Construction Inc.
EMAIL: krista@kwsmithco.com; stu@kwsmithco.com

BRIEF TITLE: RFI #17 Alternate to Replacing Fire Alarm Devices

DESCRIPTION OF CHANGE(S):
Alternate to installing new devices in 6 rooms. Pull new speaker & SLC circuits from FACP to new classrooms.

Electrical Sub =	$15,225.00
GC O&P =	$1,522.50
Total Cost =	$16,747.50

CHANGE IN CONTRACT

Requested Add/Deduct for this Change Order: $16,747.50

Adjustment to contract time required? _____ Yes _____ No

Contract time adjustment description: _____

APPROVED BY SIGNATURE: _____

PRINT NAME & TITLE: _____

REPRESENTATIVE OF: _____

DATE: _____

ITEM #3

ESTIMATE

Skycon Electric (Inc.)
5419 Standard St
Bakersfield, CA 93308-4580

brian@skyconelectric.com
+1 (661) 213-4141
www.skyconelectric.com

SKYCON ELECTRIC
LIC#837258
661-213-4141

Ken Smith Construction:26-01 Suburu - 7CR & 1RR

Bill to
Ken Smith Construction
2000 Norris Rd, Ste. 102
Bakersfield, CA 93308

Estimate details
Estimate no.: 26-590
Estimate date: 07/22/2026

Job : 2Suburu - 7CR & 1RR
Job Location: Suburu Elementary

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**Change Order**	CHANGE ORDER: Alternate to installing new devices in 6 rooms. Pull new speaker and SLC circuits from FACP to new classrooms.	1	$15,225.00	$15,225.00

Total **$15,225.00**
GC O&P: $1,522.50
Total: $16,747.50

Note to customer

ACCEPTANCE OF PROPOSAL
NOTE - This proposal may be withdrawn by us if not accepted within 30 days.
The above prices, specifiacations and conditions are satisfactory and are hereby accepted. Any alterration or deveiation from above specifications involving extra costs will be executed only upon written estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Accepted date **Accepted by**

ITEM #4

CHANGE ORDER PROPOSAL

KEN W SMITH CONSTRUCTION INC
10721 RIO MESA DRIVE, BAKERSFIELD, CA 93308
OFFICE: 661-393-0708 FAX: 702-974-1774
ken@kwsmithco.com

COP #	15
DATE	7/28/2026
CONTRACT / PO / PROJECT #	2391
PROJECT NAME	7 Classrooms, 1 RR & Staff Parking Lot @ Suburu ES
PROJECT LOCATION	7315 Harris Road Bakersfield CA 93311

TO: Mark Torres
PHONE #: 661-832-5258
OF: Ordiz Melby Architects
EMAIL: mtorres@ordizmelby.com

REQUEST BY: Krista O'Neal/Stu DeWitt
PHONE #: (661) 393-0708
OF: Ken W Smith Construction Inc.
EMAIL: krista@kwsmithco.com; stu@kwsmithco.com

BRIEF TITLE: Additional Double Gates

DESCRIPTION OF CHANGE(S):
Installing 1-9' Wide 6' Tall Double Chain Link Gate w/Fork Latch

Material Cost: $2,000.00
GC O&P: $200.00

Total Cost: $2,200.00

CHANGE IN CONTRACT

Requested Add/Deduct for this Change Order: $2,200.00

Adjustment to contract time required? _____ Yes _____ No

Contract time adjustment description: _____

APPROVED BY SIGNATURE: _____

PRINT NAME & TITLE: _____

REPRESENTATIVE OF: _____

DATE: _____

ITEM #4

NORTHERN UNITED FENCE INC
License # 1033886
2433 Fruitvale Ave Ste. 7, Bakersfield, CA 93308
Office:661-558-4283 Fax: 661-558-4291
northernunitedfence@outlook.com
DIR# PW-LR-2000009630

JULY 23, 2026
TO: KEN SMITH CONSTRUCTION
ATTN: STU
PROJECT: 7 CLASSROOM, 1 RESTROOM, & STAFF PARKING LOT AT SUBURU SCHOOL – CHANGE ORDER 02

PROJECT DESCRIPTION:

INSTALLING 1 – 9' WIDE X 6' TALL DOUBLE CHAIN LINK GATE WITH FORK LATCH.

TOTAL $2,000.00

*****PREVAILING WAGE APPLIED*****

EXCLUSIONS: DAMAGES TO ANY UNMARKED UTILITIES, REBAR CAGES, CMU WALL, PANIC HARDWARE, GATE OPERATORS, REMOVING ANY SLAB, CONCRETE MOW STRIP, CORE DRILL, SAWCUT, ANYTHING ELSE NOT DESCRIBED ABOVE.

KATIE SANTIVANES
PROJECT MANAGER/ ESTIMATOR
NORTHERN UNITED FENCE INC.
CELL: 661-384-1734

ITEM #5

CHANGE ORDER PROPOSAL

KEN W SMITH CONSTRUCTION INC
10721 RIO MESA DRIVE, BAKERSFIELD, CA 93308
OFFICE: 661-393-0708 FAX: 702-974-1774
ken@kwsmithco.com

COP #	16
DATE	8/4/2026
CONTRACT / PO / PROJECT #	2391
PROJECT NAME	7 Classrooms, 1 RR & Staff Parking Lot @ Suburu ES
PROJECT LOCATION	7315 Harris Road Bakersfield CA 93311

TO: Mark Torres
PHONE #: 661-832-5258
OF: Ordiz Melby Architects
EMAIL: mtorres@ordizmelby.com

REQUEST BY: Krista O'Neal/Stu DeWitt
PHONE #: (661) 393-0708
OF: Ken W Smith Construction Inc.
EMAIL: krista@kwsmithco.com; stu@kwsmithco.com

BRIEF TITLE: Classroom Outlets

DESCRIPTION OF CHANGE(S):
Demo 16 receptacles, install 6 GFCIs, 6-1 gang blanks & 2-2 gang blanks

Labor: Inside Wireman =	$2,033.14
Materials: =	$258.41
(see attached for details)	
Subtotal =	$2,291.55
Subcontractor O&P =	$229.16
Sales Tax =	$21.32
General O&P =	$254.20
Total Cost =	$2,796.23

CHANGE IN CONTRACT

Requested Add/Deduct for this Change Order: $2,796.23

Adjustment to contract time required? TBD _____ Yes _____ No

Contract time adjustment description: _____

APPROVED BY SIGNATURE: _____

PRINT NAME & TITLE: _____

REPRESENTATIVE OF: _____

DATE: _____

ITEM #5

ESTIMATE

Skycon Electric (Inc.)
5419 Standard St
Bakersfield, CA 93308-4580

brian@skyconelectric.com
+1 (661) 213-4141
www.skyconelectric.com

SKYCON ELECTRIC
LIC#837258
661-213-4141

Ken Smith Construction:26-01 Suburu - 7CR & 1RR

Bill to
Ken Smith Construction
2000 Norris Rd, Ste. 102
Bakersfield, CA 93308

Estimate details
Estimate no.: 26-601
Estimate date: 08/04/2026

Job : 26-01 Suburu - 7CR & 1RR

#	Date	Product or service	Description	Qty	Rate	Amount
1.			CHANGE ORDER: Demo 16 Receptacles, Install 6 GFCIs, 6- 1 gang blanks & 2 - 2 gang blanks.	0	$0.00	$0.00
2.		**Labor KER-2025-2 Inside Wireman Base+Fringe+Burden Full Rate**	Labor KER-2025-2 Inside Wireman Base+Fringe+Burden Full Rate	17.94	$113.33	$2,033.14
3.		**Cost of Goods Sold**	Job Materials	1	$258.41	$258.41
		Subtotal	Subtotal			**$2,291.55**
4.		**O&P**	O&P 10%	1	$229.155	$229.16

Subtotal	$2,520.71
Sales tax	$21.32
Total	**$2,542.03**

Note to customer

ACCEPTANCE OF PROPOSAL
NOTE - This proposal may be withdrawn by us if not accepted within 30 days.
The above prices, specifiacations and conditions are satisfactory and are hereby accepted. Any alterration or deveiation from above specifications involving extra costs will be executed only upon written estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Accepted date

Accepted by

ITEM #5

Job ID: JOB-0267
Project: Suburu E.S. @ Lakeside (7) Relos and (1) R.R.

SKYCON ELECTRIC

CO: CO-0008: (E) Portable Outlets

Summary Cost Codes Report

4 Aug 2026 8:50:09

Cost Code 300, WIRE & TERMINATIONS

Item #	Size	Description	Quantity	U/M	Mat Unit	M-Fact	Mat Result (10.02% of Job Total)	Lab Unit	L-Fact	Lab Result (63.55% of Job Total)
100139	#18 to 8	WIRE-NUT MED -RED	56.00	EA	0.1915	1.000	10.72	0.0600	1.000	3.36
100159	#12 SOL	8" PIGTAIL W/GRD SCREW	6.00	EA	2.5275	1.000	15.17	0.0600	1.000	0.36
100565	12	WIRE TERMINATION LBR	48.00	EA	0.0000	1.000	0.00	0.1600	1.000	7.68
		Cost Code 300, WIRE & TERMINATIONS totals:					**$25.89**			**11.40**

Cost Code 500, DEVICE FIT-UP

Item #	Size	Description	Quantity	U/M	Mat Unit	M-Fact	Mat Result (89.98% of Job Total)	Lab Unit	L-Fact	Lab Result (20.40% of Job Total)
140043	20A	DUPLEX GFCI RECEPT TR SPEC GRADE	6.00	EA	31.2800	1.000	187.68	0.3500	1.000	2.10
140866	1-DECORA	1G STAINLESS STEEL PLATE	6.00	EA	2.8025	1.000	16.82	0.1000	1.000	0.60
140880	BLANK	1G STAINLESS STEEL PLATE	6.00	EA	2.8025	1.000	16.82	0.1200	1.000	0.72
140881	BLANK	2G STAINLESS STEEL PLATE	2.00	EA	5.6053	1.000	11.21	0.1200	1.000	0.24
		Cost Code 500, DEVICE FIT-UP totals:					**$232.52**			**3.66**

Cost Code 901, DEMOLITION

Item #	Size	Description	Quantity	U/M	Mat Unit	M-Fact	Mat Result (0.00% of Job Total)	Lab Unit	L-Fact	Lab Result (16.05% of Job Total)
380006	20A	REMOVE EXISTING RECEPTACLE	16.00	EA	0.0000	1.000	0.00	0.1800	1.000	2.88
		Cost Code 901, DEMOLITION totals:					**$0.00**			**2.88**

Job totals: **$258.41** **17.94**

Skycon Electric
5419 Standard St
Bakersfield, California 93308
Phone: 661-978-6893
Web:

ITEM #6

CHANGE ORDER PROPOSAL

COP #	17
DATE	8/13/2026
CONTRACT / PO / PROJECT #	2391
PROJECT NAME	7 Classrooms, 1 RR & Staff Parking Lot @ Suburu ES
PROJECT LOCATION	7315 Harris Road Bakersfield CA 93311

KEN W SMITH CONSTRUCTION INC
10721 RIO MESA DRIVE, BAKERSFIELD, CA 93308
OFFICE: 661-393-0708 FAX: 702-974-1774
ken@kwsmithco.com

TO: Mark Torres
PHONE #: 661-832-5258
OF: Ordiz Melby Architects
EMAIL: mtorres@ordizmelby.com

REQUEST BY: Krista O'Neal/Stu DeWitt
PHONE #: (661) 393-0708
OF: Ken W Smith Construction Inc.
EMAIL: krista@kwsmithco.com; stu@kwsmithco.com

BRIEF TITLE: New Chain Link Fence

DESCRIPTION OF CHANGE(S):

* Installing approxmately 40' of new chain link fence 9 GA 2" mesh
* Coring 2 post on top of existing CMU wall (by MD)
* Installing 4 posts w/plates

Subtotal: $5,400.00
GC O&P: $540.00

Total Cost: $5,940.00

CHANGE IN CONTRACT

Requested Add/Deduct for this Change Order: $5,940.00

Adjustment to contract time required? _____ Yes _____ No

Contract time adjustment description: _____

APPROVED BY SIGNATURE: _____

PRINT NAME & TITLE: _____

REPRESENTATIVE OF: _____

DATE: _____

ITEM #6

NORTHERN UNITED FENCE INC
License # 1033886
2433 Fruitvale Ave Ste. 7, Bakersfield, CA 93308
Office:661-558-4283 Fax: 661-558-4291
northernunitedfence@outlook.com
DIR# PW-LR-2000009630

AUGUST 13, 2026
TO: KEN SMITH CONSTRUCTION
ATTN: STU
PROJECT: 7 CLASSROOM, 1 RESTROOM, & STAFF PARKING LOT AT SUBURU SCHOOL – CHANGE ORDER 04

PROJECT DESCRIPTION:

INSTALLING APPROXMATELY 40' OF NEW CHAIN LINK FENCE 9 GA 2" MESH, CORING 2 POST ON TOP OF EXISTING CMU WALL (BY MD), INSTALLING 4 POSTS WITH PLATES.

TOTAL $5,400.00

*****PREVAILING WAGE APPLIED*****

EXCLUSIONS: BRICK AND BLOCK REPAIR, DAMAGES TO ANY UNMARKED UTILITIES, REBAR CAGES, CMU WALL, PANIC HARDWARE, GATE OPERATORS, REMOVING ANY SLAB, CONCRETE MOW STRIP, SAWCUT, ANYTHING ELSE NOT DESCRIBED ABOVE.

KATIE SANTIVANES
PROJECT MANAGER/ ESTIMATOR
NORTHERN UNITED FENCE INC.
CELL: 661-384-1734

Krazan & ASSOCIATES, INC.

GEOTECHNICAL ENGINEERING • ENVIRONMENTAL ENGINEERING
CONSTRUCTION TESTING & INSPECTION

October 2, 2026

KA Proposal No. P607-26

Mr. Nick Hernandez
Lakeside Union School District
14535 Old River Road
Bakersfield, California 93311

RE: PROPOSAL FOR GEOTECHNICAL ENGINEERING INVESTIGATION AND GEOLOGIC HAZARDS EVALUATION
Proposed Modular Building
Donald E. Suburu Elementary School
7315 Harris Road
Bakersfield, California

Dear Mr. Hernandez:

We appreciate the opportunity to submit this proposal to provide consulting services for the above referenced project. The following outlines the purpose of the investigations, our understanding of the proposed project, our proposed scope of services and the estimated cost for our services.

We understand that development will include installation of a new modular building that will be placed on concrete stem wall foundations.

PURPOSE OF INVESTIGATIONS

The Geotechnical Investigation Report shall be prepared in accordance with Chapter 18 "Soils and Foundation", Section 1803A "Geotechnical Investigations" of the CBC 2022. The purpose of the Geotechnical Engineering Investigation would be to evaluate the proposed development with respect to site soil characteristics, and to provide geotechnical engineering recommendations and opinions for use in the project design and preparation of construction specifications.

The Geological Hazards Evaluation Report shall be prepared in accordance to DSA IR A-4.13 requirements. The purpose of the Geologic Hazards Evaluation will be to assess the susceptibility of the subject site to geologic hazards. The Geologic Hazards Evaluation will be prepared in accordance with California Geological Survey (CGS) guidelines for investigation of school facility sites.

GEOTECHNICAL ENGINEERING INVESTIGATION

For the purpose of this investigation, we plan to drill two (2) exploratory borings within the site to evaluate the subsurface soil conditions. The exploratory borings will be advanced to depths ranging from approximately 30 to 50 feet or auger refusal using a truck mounted drill rig. During drilling operations, penetration tests will be performed at regular intervals to evaluate the soil consistency and to obtain

information regarding the engineering properties of the subsoils. Soil samples will be retained for laboratory testing. The soils encountered will be continuously examined and visually classified in accordance with the Unified Soil Classification System. All fieldwork will be done under the supervision of a Geotechnical Engineer.

Laboratory testing will be dependent on the results of the field testing and sampling program, as well as consideration of the foundation system most practical and cost-effective for the project. At this time, a series of dry density determinations, moisture contents, expansion tests, direct shear tests, and consolidation tests are anticipated. The results of the field exploration, laboratory testing, and engineering analysis will be presented in a formal report after thorough discussion of the project findings with the other Project Consultants.

The Geotechnical Engineering Investigation Report will address the following items:

I. Introduction

II. Site Description

III. Geologic Setting

IV. Soils Profile and Subsurface Conditions

V. Groundwater Conditions

VI. Engineering Conclusions and Recommendations of:

A. Site Preparation

1. Over-Excavation
2. Non-Expansive Fill
3. Compaction Requirements
4. Utility Trench Requirements
5. Mitigation Measures for Expansive Soils

B. Structure Requirements

1. Bearing Capacity for Various Foundation Designs
2. Footing Depth Requirements
3. Anticipated Settlement
4. Floor Slab Reinforcement
5. Moisture Barrier Requirements
6. Lateral Earth Pressures
7. Soil Cement Reactivity
8. Site Class, Site Coefficients, and Design Spectral Response Acceleration Parameters per 2025 CBC Code.

VII. Site Plan with Boring Locations

VIII. Boring Logs

IX. Discussion of Field and Laboratory Testing Methods

The final Geotechnical Engineering Investigation Report will be ready within approximately 4 or 5 weeks after the field work is completed. A contract is attached for your signature.

The cost estimate for the Geotechnical Engineering Investigation is $6,900.

GEOLOGIC HAZARDS EVALUATION:

The scope of our work will include a geologic reconnaissance of the subject site and the immediate vicinity, review of available subsurface data obtained from Krazan's in-house database, examination and interpretation of stereoscopic aerial photographs showing the study area, a search of geologic and seismologic literature pertinent to the area, probabilistic seismic hazards analysis, and the preparation of a written report containing the following information:

I. **Site Map, Earthquake Epicenter Map, Fault Map, and Geologic Map**

II. **Earthquake Data File**

III. **Text, Including:**

A. Discussion of faults with the potential of affecting the subject site, regional and local geologic conditions, groundwater, seismic history, and the County Seismic Safety Element.

B. Conclusions pertaining to seismic hazards including; ground acceleration and shaking; and associated potential geologic hazards such as ground rupture, liquefaction, seiche and tsunami, seismically induced flooding, lateral spreading, differential settlement, and slope stability.

C. An opinion regarding the appropriate site coefficient (per Chapter 16, California Building Code) and the use of the subject site as a school site.

The proposed Geologic Hazards Evaluation would not include exploratory excavation for subsurface evaluation of any identified fault features on the property. If it is found during the course of our investigation that an active or potentially active fault is present on the site, we would present recommendations for further investigative work (i.e., a Fault Evaluation Study).

If it is found during the course of our investigation that a potentially hazardous substance is present at the property, we will contact you to discuss the situation. Consideration of hazardous or potentially hazardous materials is not included in this proposal.

The final Geologic Hazards Evaluation Report will be ready within approximately 4 to 5 weeks after the field work is completed. However, verbal results can be provided at an earlier date.

The cost estimate for the Geologic Hazards Evaluation is $3,900.

The table below presents the cost estimate for the Geotechnical Engineering Investigation Report and the Geologic Hazards Evaluation for the project.

Valentine/Weldon Site Investigations	*Cost Estimate*
Geotechnical Engineering Investigation	$6,900.00
Geologic Hazards Evaluation (If Required)	$3,900.00
Total	**$10,800.00**

This estimate does NOT include environmental assessment costs, construction testing or inspection costs, or surveying costs. If any of the additional services are needed, please do not hesitate to contact me. This proposal is valid for a period of 30 days after which Krazan & Associates reserves the right to modify its content.

STATEMENT OF QUALIFICATIONS

Krazan & Associates, Inc. is a professional engineering firm with approximately 300 employees. We assemble project teams tailored to the project requirements. Krazan & Associates, Inc. provides comprehensive services in soils engineering, engineering geology, groundwater analysis, environmental sciences, and construction quality control.

Presently, Krazan & Associates, Inc. has offices in Sacramento, Pleasanton, Modesto, Fresno/Clovis, Bakersfield, and Los Angeles. We also have portable field offices at various job site locations. In addition, we maintain six truck-mounted drill rigs for subsurface exploration. We maintain a fleet of approximately ninety radio-dispatched vehicles including four-wheel and two-wheel drive trucks and vans. Our laboratory facilities are completely equipped for materials testing including soils, concrete, mortar, grout, building block, steel, and welding.

If you have any questions, or if we may be of further assistance, please do not hesitate to contact our office at (559) 348-2200.

Respectfully submitted,
KRAZAN & ASSOCIATES, INC.

Ryan K. Privett, PE
Senior Engineer
RCE No: 59372

RKP/dj

AGREEMENT FOR GEOTECHNICAL ENGINEERING SERVICES

THIS AGREEMENT is made by and between Krazan & Associates, a California corporation, with its principal office located at 215 West Dakota Avenue, Clovis, California, 93612, hereinafter referred to as "Consultant", and Lakeside Union School District, a governmental entity, whose principal address is 14535 Old River Road, Bakersfield, California 93311, hereinafter referred to as "Client" (each referred to herein individually as a "Party" and collectively as the "Parties"). This Agreement between the Parties consists of the TERMS AND CONDITIONS (below), the attached Proposal titled "Proposed Modular Building," file number P607-26, dated October 2, 2026 ("Proposal"), and any exhibits or attachments cited in the Proposal, which are incorporated in full by this reference.,"

WITNESSETH, that the Parties hereto, in consideration of the mutual promises and benefits flowing to each of the Parties hereto as hereinafter stated, do mutually agree as follows:

1. DEFINITIONS

1.1. **Contract Documents.** This Agreement between Client and Consultant, including any Work Authorization, addenda, amendments, or supplementary instructions, which has been accepted by both Parties.

1.2. **Contractor.** The contractor or contractors, including its/their subcontractors of every tier, retained to construct the Project for which Consultant is providing Services under this Agreement.

1.3. **Day(s).** Calendar day(s) unless otherwise stated.

1.4. **Hazardous Materials.** The term Hazardous Materials means any toxic substances, chemicals, radioactivity, pollutants or other materials, in whatever form or state, known or suspected to impair the environment in any way whatsoever. Hazardous Materials include, but are not limited to, those substances defined, designated or listed in any federal, state or local law, regulation or ordinance concerning hazardous materials, toxic substances or pollution.

1.5. **Services.** The professional services provided by Consultant as set forth in this Agreement, as included in Consultant's Proposal and any Change Order or Amendment to this Agreement agreed to in writing by both Parties.

1.6. **Work.** The labor, materials, equipment and services of the Contractor required to complete the project in accordance with the approved plans and specifications, and building code requirements.

1.7. **Fee Schedule.** Consultant's standard annual fee schedule unless a project-specific fee schedule is provided.

1.8. **Inspection (or Observation).** Visual determination of conformance with specific or, on the basis of Consultant's professional judgment, general requirements.

1.9. **Testing.** Measurement, examination, performance of tests, and any other activities to determine the characteristics or performance of materials.

1.10. **Governmental Agencies.** All federal, state and local agencies having jurisdiction over the Project.

1.11. **Work Authorization.** Client may issue authorizations to proceed consisting of emails, Work Orders, Task Orders, Service Orders, Purchase Orders (each a "Work Authorization"). The Work Authorization shall reference this Agreement and the Proposal. Any terms and/or conditions contained in, referenced, or attached to the Work Authorization shall be without effect.

2. STANDARD OF PERFORMANCE; DISCLAIMER OF WARRANTIES

2.1. **Standard of Care.** Subject to the limitations inherent in the agreed Scope of Services as to the degree of care, the amount of time and expenses to be incurred, and subject to any other limitations contained in this Agreement, Consultant shall perform its Services in a manner consistent with the professional standard of care defined as the ordinary and reasonable care usually exercised by other professional consultants providing similar services on the same type of project, in the same geographic locale, under similar circumstances and conditions at the time the Services are performed.

2.2. **No Warranty.** Client acknowledges the inherent risks in property transactions, site development, and construction activities, understanding that Consultant's services do not eliminate these risks. Client understands that Consultant's opinions on geologic, environmental, site, or structure conditions—including those associated with air, soil, groundwater, hazardous materials, and code compliance—are based on limited data and accessibility. Actual conditions may vary from those observed during site reconnaissance, may be obscured by site constraints or building elements, and may change over time, despite Consultant's exercise of due professional care. Consultant's tests and observations of the site conditions or Work are not a guarantee of the quality of Work and do not relieve other parties from their responsibility to perform their Work in accordance with applicable plans, specifications and requirements. This Agreement does not constitute a warranty, guarantee, express or implied, or create a fiduciary responsibility by Consultant to Client.

3. SCOPE OF SERVICES

3.1. **Basic Services.** Consultant will perform the Services set forth in the Proposal.

3.2. **Level of Service.** Consultant offers different levels of professional consulting services to suit the desires and needs of different clients. Although risk associated with site acquisition or development can never be eliminated, more detailed and extensive investigations yield more information, but at increased cost. Risks associated with construction defects can never be eliminated; however, more detailed and extensive observations, inspections and testing services yield more information, but at increased cost. It is for these reasons that Client must determine the level of Services adequate for its purposes. Client's issuance of a Work Authorization is confirmation that Client has reviewed the Proposal and has determined that it does not need or want a greater level of Services than that specifically identified in the Proposal.

3.3. **Optional Services / Additional Services.** Consultant's Proposal may include the performance of optional services (i.e. seismic response spectrum) which will require specific written authorization by Client prior to performance. Client expressly waives any claim against Consultant resulting from its failure to perform Optional or Additional Services

recommended to Client that Client has not authorized Consultant to perform, and any claim that Consultant failed to perform services that Client instructs Consultant not to perform.

3.4. **Changes in Scope.** If Consultant provides Client with a written notice of a change in the Proposal or the Services, it will become an Amendment to this Agreement unless Client objects in writing within 5 business days after receipt. All Services performed by Consultant on the Project, whether requested and/or authorized by Client by oral or written communication, are subject to the terms and limitations of this Agreement. If Services are performed, but the Parties do not reach agreement concerning modifications to the Proposal, Services or compensation, then the terms and limitations of this Agreement apply to such Services, except for the payment terms. The Parties agree to resolve disputes concerning modifications to scope or compensation pursuant to Article 17, "Disputes."

3.5. **Changes in Schedule.** Because of the uncertainties inherent in the Services contemplated, time schedules are only estimated schedules and are subject to revision unless otherwise specifically stated in the Proposal.

3.6. **Licenses.** Consultant will procure and maintain business and professional licenses and registrations necessary to provide its Services.

3.7. **Sampling, Inspection & Test Locations.** Unless specifically stated otherwise, the Scope of Services does not include surveying the Site or precisely identifying sampling, inspection or test locations, depths or elevations. Sampling, inspection and test locations, depths and elevations will be based on field estimates and information furnished by Client and its representatives. Unless stated otherwise in the report, such locations, depths and elevations are approximate.

3.8. **Site Protection.** Consultant will take reasonable precautions to limit damage or disturbance to the Project Site or Work due to the performance of Services, but Client understands that some damage or disturbance may necessarily occur in the normal course of Services, and this Agreement does not include repair of such damage unless specifically stated in the Proposal.

3.9. **Excluded Services.**

3.9.1. *General.* Consultant's Services under this Agreement include only those Services specified in the Proposal.

3.9.2. *Hazardous Materials.* Unless identified as a specific task within the Proposal, Consultant's Services specifically excludes the investigation, detection, prevention or assessment of the presence of Hazardous Materials in the air, surface waters, groundwater, soil and structures.

3.10. **Client's Retention of Third-Party Consultant.** The review of the geotechnical aspects of plans and specifications, and the observation and testing of earthwork related construction activities by Consultant are integral elements of the Services where Consultant has been retained to perform a geotechnical engineering investigation and is to remain in the capacity of Geotechnical Engineer-Of-Record through construction of the project. Client shall have the right to retain a party other than Consultant (Third Party Consultant) for review of plans and specifications, and the observation and testing of earthwork related construction activities. In the event that a Third-Party Consultant is retained by Client for those services, Client agrees that they will require the Third-Party Consultant to contractually agree to the assumption of the role of Geotechnical Engineer-Of-Record for the project including all responsibilities and liabilities. Client further agrees to indemnify and hold harmless Consultant, its subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "Consultant Entities") from and against any and all claims, suits, liabilities, damages, expenses (including reasonable attorney's fees and costs of defense), or other losses related to the geotechnical engineering aspects of the project.

4. Construction Phase Services

4.1.1. *Scheduling.* Client or their designated agent shall cause all required tests and inspections of the site, materials and work performed by their Contractor to be scheduled no less than one full work day prior to the time when Consultant is to perform their scheduled tests or inspections. No claims for loss, damage or injury shall be brought against Consultant by Client or any third party under contract to Client for tests or inspections not performed due to inadequate scheduling notice provided to the Consultant by Client.

4.1.2. *Authority of Consultant.* Consultant will report observations and data to the Client and the General Contractor, and where required to the Building Official, and will specifically note any observed work or test results to the Client or Client's representative, which, in Consultant's opinion, does not conform with plans, specifications, and codes applicable to the Project. Consultant has no right or responsibility to approve, accept, reject, or stop work of any agent of the Client. Such rights are reserved solely for the Client. Consultant does not warrant or guarantee that all of the Work performed by Contractor meets the requirements of the approved plans and specifications for such Work or the Consultant's recommendations. Consultant shall not be responsible for job site safety or the evaluating and reporting of job conditions concerning health, safety or welfare. No action of Consultant or Consultant's representative can be construed as altering any Agreement between the Client and others.

4.1.3. *Contractor's Responsibilities.* Contractor has sole responsibility for the means, methods, techniques or sequences during the performance of its Work. Client understands and agrees that Contractor, not Consultant, has sole responsibility for completion of the Work in accordance with the approved plans and the building code requirements, and for the safety of persons and property at the Project Site. Consultant will not supervise or direct Contractor's Work, or be liable for any failure of Contractor to complete its Work in accordance with the Project's plans, specifications and applicable codes, laws and regulations

4.1.4. *Review of Contractor's Submittals.* If included in the Scope of Services, Consultant will review and take appropriate action on the Contractor's submittals, such as shop drawings, product data, samples, and other required submittals. Consultant will review such submittals solely for general conformance with Design Consultant's design, and will not include review for the following, all of which will remain the responsibility of the Contractor: accuracy or completeness

of details, quantities or dimensions; construction means, methods, sequences or procedures; coordination among trades; or construction safety.

4.1.5. *Site Meetings & Visits.* When providing geotechnical engineering services during the construction phase of the project, Consultant will participate in job site meetings as requested by Client, and, unless otherwise requested by Client, visit the site at times specified in the Proposal or, if not specified in the Proposal, at intervals as Consultant deems appropriate to the various stages of construction to observe the geotechnical conditions encountered by Contractor and the progress and quality of the geotechnical aspects of the Work. Based on information obtained during such visits and on such observations, Consultant may inform Client of the progress of the geotechnical aspects of the Work. Client understands that Consultant may not be on site continuously; and, unless expressly agreed otherwise, Consultant will not observe all of the Work. Consultant will report any observed geotechnical related Work to the Client which, in Consultant's professional opinion, does not conform with plans and specifications.

4.1.6. *Variation of Material Characteristics and Conditions.* Observations and standardized sampling, inspection and testing procedures employed by Consultant will indicate conditions of materials and construction activities only at the precise location and time where and when Services were performed. Client recognizes that conditions of materials and construction activities at other locations may vary from those measured or observed, and that conditions at one location and time do not necessarily indicate the conditions of apparently identical material(s) at other locations and times. Services of Consultant, even if performed on a continuous basis, should not be interpreted to mean that Consultant is observing, verifying, testing or inspecting all materials on the Project. Consultant is responsible only for those data, interpretations, and recommendations regarding the actual materials and construction activities observed, sampled, inspected or tested, and is not responsible for other parties' interpretations or use of the information developed. Consultant may make certain inferences based upon the information derived from these procedures to formulate professional opinions regarding conditions in other areas.

4.1.7. *Tests.* Tests performed by Consultant on finished Work or Work in progress are performed intermittently and indicate the general acceptability of the Work on a statistical basis. Consultant's reporting of the results of tests and observations of the contractor's Work are not issued as or intended to be a guarantee of the quality of Work and do not relieve other parties from their responsibility to perform their Work in accordance with applicable plans, specifications and requirements.

4.1.8. *Certifications.* Client agrees not to require that Consultant execute any certification with regard to Services performed or Work tested and/or observed under this Agreement unless: 1) Consultant believes that it has performed sufficient Services to provide a sufficient basis to issue the certification; 2) Consultant believes that the Services performed or Work tested and/or observed meet the criteria of the certification; and 3) Consultant has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement. Any certification by Consultant is limited to an expression of professional opinion based upon the Services performed by Consultant, and does not constitute a warranty or guarantee, either express or implied.

4.2. **Final Report.** At the conclusion of Construction Phase Services, Consultant will provide Client with a written report summarizing the tests and observations, if any, made by Consultant. Issuance of the Final Report is contingent on payment in full by Client for all undisputed invoices and services provided by Consultant.

5. CLIENT'S RESPONSIBILITIES

In addition to payment for the Services performed under this Agreement, Client agrees to:

5.1. **Cooperation.** Assist and cooperate with Consultant in any manner necessary and within its ability to facilitate Consultant's performance under this Agreement.

5.2. **Representative.** Designate a representative with authority to receive all notices and information pertaining to this Agreement, communicate Client's policies and decisions, and assist as necessary in matters pertaining to the Project and this Agreement. Client's representative will be subject to change by written notice.

5.3. **Rights of Entry.** Provide access to and/or obtain permission for Consultant to enter upon all property, whether or not owned by Client, as required to perform and complete the Services. Consultant will operate with reasonable care to minimize damage to the Project Site(s) and any improvement located thereon. However, Client recognizes that Consultant's operations and the use of investigative equipment may unavoidably alter conditions or affect the environment at the existing Project Site(s). The cost of repairing such damage will be borne by Client and is not included in the fee unless otherwise stated in the Proposal. If Client desires or requires Consultant to restore the site to its former condition, upon written request Consultant will perform such additional work as is necessary and Client agrees to pay to Consultant the cost thereof.

5.4. **Relevant Information.** Supply Consultant with all information and documents in Client's possession or knowledge which are relevant to Consultant's Services. Client warrants the accuracy of any information supplied by it to Consultant, and acknowledges that Consultant is entitled to rely upon such information without verifying its accuracy. Prior to the commencement of any Services in connection with a specific property, Client will notify Consultant of any known potential or possible health or safety hazard existing on or near the Project Site, with particular reference to Hazardous Materials or conditions.

5.5. **Subsurface Structures.** If the Services require invasive subsurface exploratory work, Client will provide Consultant with all information in its possession regarding the location of underground utilities and structures or mark on the property, the location of all subsurface structures, such as pipes, tanks, cables and utilities within the property lines of the Project Site(s), and be responsible for any damage inadvertently caused by Consultant to any such structure or utility not so designated. Consultant is not liable to Client for any losses, damages or claims arising from damage to subterranean structures or utilities that were not correctly shown on plans furnished by Client to Consultant. Client waives any claim against Consultant, and agrees to defend, indemnify and hold Consultant harmless from all claims, suits, losses, costs and expenses, including

reasonable attorney's fees, as a result of personal injury, death or property damage occurring in connection with Consultant's performance of its work and arising from subsurface or latent conditions or damage to subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof was not revealed to Consultant by Client or reasonably discoverable by Consultant under the Standard of Care, except to the extent caused by Consultant's negligence or willful misconduct.

5.6. **Project Information.** Client agrees to provide Consultant within 5 days after written request, a correct statement of the recorded legal title to the property on which the Project is located and the Client and/or Owner's interest therein, and the identity and address of any lender.

5.7. **Manifests.** Execute all manifests or other documents evidencing ownership, possession or control over Hazardous Materials.

5.8. **Monitoring Wells.** Client will take custody of all monitoring wells and probes installed during an investigation by Consultant, and will take any and all necessary steps for the proper maintenance, repair or closure of such wells or probes at Client's expense.

6. CHANGED CONDITIONS

If Consultant discovers conditions or circumstances that it had not contemplated at the commencement of this Agreement or any subsequent Change Order, such as, but not limited to, unanticipated subsurface conditions, underground obstructions, environmental hazards, or site access limitations, Consultant will notify Client in writing of the Changed Conditions. Client and Consultant agree that they will then renegotiate in good faith the terms and conditions of this Agreement or a Work Authorization, as applicable. If Consultant and Client cannot agree upon amended terms and conditions within 30 days after notice, Consultant may terminate this Agreement and be compensated as set forth in Article 16, "Termination."

7. HAZARDOUS MATERIALS RISK AND LIMITATION OF LIABILITY

Client warrants that a reasonable effort has been made to inform Consultant of any known or suspected hazardous materials on or near the project site. Hazardous Materials may exist at a site where there is no reason to believe they could or should be present. Consultant and Client agree that the discovery of unanticipated Hazardous Materials constitutes a changed condition under this Agreement requiring a renegotiation of the scope of services or termination of services. Consultant and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for Consultant to take immediate measures to protect health and safety.

Client understands that Consultant's geotechnical engineering Services under this Agreement are limited to the geotechnical aspects of the soil and the presence or absence of groundwater, and do not include identifying, evaluating, treating, or addressing hazardous materials.

Client recognizes that, while necessary for subsurface investigations, commonly used exploration methods—such as drilling borings, pushing probes, or excavating trenches—carry an inherent risk. These methods may penetrate a contaminated aquifer and inadvertently create a passageway between contaminated and uncontaminated groundwater, resulting in cross-contamination. Although backfilling with grout or similar techniques in accordance with standard practice is intended to seal such passageways, Client acknowledges that such seals may be imperfect and the risk of cross-contamination cannot be fully eliminated. Client further acknowledges that Consultant's Services do not guarantee the detection of hazardous materials, and that hazardous materials may be introduced to the site after Services are completed due to natural or human causes. Client recognizes that the state of practice, particularly with respect to contaminated site and materials conditions, is evolving. Consultant is required to and shall perform Services in accordance with standards in effect at the time of performance, and those standards may later change due to improvements in practice. To the maximum extent permitted by law, Client agrees to waive any claim against Consultant and agrees to defend, indemnify, and hold Consultant harmless from claims or liability for injury or loss arising from Consultant's failure to detect the presence of hazardous materials through techniques commonly employed for the purpose; provided, however, that Consultant's performance adhered to applicable standards and did not engage in gross negligence or willful misconduct.

Consultant agrees to notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client is solely responsible for notifying all applicable federal, state, or local agencies, affected third parties, and the property owner (if not the Client) regarding any hazardous or suspected hazardous materials encountered during Consultant's Services. Client also agrees to hold Consultant harmless for any consequences of disclosures required by law.

If Consultant was not advised of the potential for encountering hazardous materials at the time of Proposal, and the Services do not include hazardous materials investigation, all field or laboratory equipment contaminated during Consultant's Services will be cleaned, disposed of, or replaced at Client's expense. Equipment that cannot reasonably be decontaminated shall be turned over to Client or disposed of as hazardous waste, with Client responsible for reimbursing Consultant for the fair market value.

8. SAMPLES AND CUTTINGS

8.1. **Sample Retention.** If Consultant provides laboratory testing or analytic Services, Consultant will preserve such soil, rock, water, or other samples collected for geotechnical consulting services as it deems necessary for the Project, but no longer than 30 days after issuance of any Documents that include the data obtained from these samples. Notwithstanding the foregoing, at Client's request, received in writing before the samples are tested, Consultant will deliver samples to the Client or will store them for a designated period for an agreed delivery or storage charge. All samples shall remain the property of the Client and, in the absence of evidence of contamination, Consultant shall dispose of samples for the Client. All soil and construction materials samples collected during construction phase services will be disposed of or destroyed at the completion of testing unless Consultant is otherwise advised by Client. Samples may be held for up to a thirty (30) day period at

Consultant's discretion or at the Client's request received in writing before the samples are tested. Upon request, Consultant will deliver samples to the Client or will store them for an agreed delivery or storage charge. Client will promptly pay and be responsible for the analytical testing, removal and lawful disposal of all contaminated samples.

8.2. **Cuttings.** All cuttings, drilling fluid and wash water shall remain the property of the Client, and Client shall be responsible for and promptly pay for the analytical testing, removal and lawful disposal of cuttings, drilling fluids, wash water and hazardous materials, unless otherwise agreed in writing.

9. PAYMENTS TO CONSULTANT

9.1. **Basic Services.** Consultant will perform its Services on either a Lump Sum/Fixed Fee or Time-and-Materials/Time-and-Expense basis as identified in the Proposal.

9.2. **Additional Services.** Any additional services performed under this Agreement, including increased hours or units for those services expressly identified in the Proposal, and any additionally requested tasks, will be provided on a Time-and-Materials basis at the rates established for the project, above and beyond any prior quoted estimate, not-to-exceed or lump sum fee unless otherwise specifically agreed to in writing by both Parties.

9.3. **Estimate of Fees.** Consultant's fee estimates are based on its reasonable judgment and professional experience; however, any fee or cost estimate is not a guarantee of total cost. Client acknowledges that changes in scope, schedule, site conditions, contractor performance, and other unforeseen factors may affect the ability to complete Services within the estimated cost. Construction materials testing and inspection services, in particular, are subject to contractor schedules, weather, and overlapping work. Consultant's Services shall continue on a time and expense basis to completion of the required Services unless directed otherwise by Client. Furthermore, where a provision of a "not to exceed" limitation is included in the Proposal it is not a guarantee that the Services will be completed for that amount; rather, it indicates that Consultant will not incur fees and expenses chargeable to Client in excess of the "not to exceed" limitation amount without notifying Client in writing that the "not-to-exceed" amount has been reached and that Services will continue on a Time-and-Materials basis unless directed by Client to discontinue any further Services.

9.4. **Rates.**

9.4.1. *Time-and-Materials Rates.* Client will pay Consultant at the rates set forth in the Proposal, and absent any project-specific rates, in accordance with Consultant's annual Fee Schedule. Rates presented in the Fee Schedule and those presented in Proposal shall be considered to be the Standard Rates. Rates are subject to annual cost of living adjustment.

9.4.2. *Prevailing Wage.* Client shall, when applicable, specifically inform Consultant in writing at the time of request for a Proposal that prevailing wage regulations apply to the Project. When Consultant has been properly notified of the requirement to comply with prevailing wage law, all costs required for compliance with such requirements will be included in the applicable quoted price. In the absence of notification of Prevailing Wage requirements at the time of request for proposal, the rates presented in the Proposal are not applicable for projects where Prevailing Wage or other collective bargaining labor and benefits rates apply, unless so specifically stated. Unless Client specifically informs Consultant in writing at the time of request for a Proposal that prevailing wage regulations apply to the Project and Consultant confirms the inclusion of Prevailing Wage rates in the project-specific Proposal, and there is a subsequent determination that prevailing wage applies, Client will reimburse, defend, indemnify and hold harmless Consultant from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including but not limited to all added labor costs, administrative costs, fines and attorneys' fees.

9.4.3. *Changes to Rates.* Client and Consultant agree that the rates in the Proposal and the Fee Schedule apply through December 31 of the applicable year for non-prevailing wage projects, and through June 30 for California Prevailing wage projects, unless stated otherwise in the Proposal. Rates are subject to periodic review and amendment to reflect Consultant's then-current fee structure. Unless otherwise provided for in the Proposal, if non-prevailing wage projects extend beyond December 31 of the year the services began, the applicable rates shall be adjusted annually by the greater of: **(a)** five percent (5%) or **(b)** the Consumer Price Index (CPI) for the geographic area where services are provided. For Prevailing Wage projects, Consultant's rates shall be revised in accordance with determinations made by the governing agency, including mandatory increases effective July 1. Consultant's billing rates will be increased proportionally to reflect any mandated labor and/or employer payment rate increases, unless otherwise stated in the Proposal. In the event that the cost of fuel increases 10 percent or more over the course of the project a fuel surcharge may be imposed to recoup the added costs incurred by Consultant. Consultant will give Client at least 30 days written notice of any changes. Unless Client objects in writing to the proposed amended fee structure within 30 days of notification, the amended fee structure will be incorporated into this Agreement and shall supersede any prior fee structure. If Client timely objects to the amended fee structure, and Consultant and Client cannot agree upon a new fee structure within 30 days after notice, Consultant may terminate this Agreement and be compensated as set forth under Article 16, "Termination."

9.5. **Expenses.** Miscellaneous out-of-pocket charges, drilling permits, parking, air fare, car/equipment rental, mailing, shipping, subcontractor charges, etc., will be charged on a cost plus twenty percent (20%) overhead basis. On remote jobs or at fabrication facilities, subsistence, when not furnished, will be an additional charge. Regulatory file access fees or other document acquisition fees incurred on Environment Site Assessment projects, that are not specifically identified in the Proposal as included in the Lump Sum fee, will be an additional charge.

9.6. **Basis of Charges for Construction Phase Services.**

9.6.1. *Billing Increments.* A four (4) hour minimum, portal to portal charge per call, applies to all Consultant Services. Services beyond the initial minimum billing increment will be billed in increments of two (2) hours for the first 8 hours and at increments of one hour thereafter for each day's Services for each assigned technician, unless modified in the Proposal.

9.6.2. *Billing Rate Premiums – Shift Differential in Northern California.* Services initiated between the hours of 4:00 a.m. and 2:00 p.m. will be performed at the standard rates presented in the Proposal and annual fee schedule with inclusion of rate premiums for weekends and holidays. Services initiated outside of these hours will be billed at the appropriate rate plus a shift differential premium of twenty percent (20%).

9.6.3. *Billing Rate Premiums - Shift Differential in Southern California.* Services provided before 6:00 a.m. and after 5:00 p.m. on weekdays are subject to overtime rates.

9.6.4. *Billing Rate Premiums - Overtime.* Services rendered in excess of 8 hours on any weekday (excluding holidays) and up to 8 hours on Saturdays will be billed at one and one-half times (x 1.5) the standard hourly rate. Services rendered in excess of 12 hours on any weekday, in excess of 8 hours on a Saturday, on Sundays or holidays will be billed at double (x 2) the standard rate.

9.6.5. *Late Cancellation.* All cancellations without at least 4 hour notice of cancellation will be subject to the minimum charge per technician per day canceled. Notice of cancellation must be received by our office during our office hours of 8:00 am to 4:00 pm Monday through Friday (excluding holidays) and cannot be left on the voice mail system.

9.7. **Payment Timing; Late Charge.** Consultant shall invoice Client periodically, not more than once every two weeks, for Services rendered. All invoices are due and payable upon receipt of invoice. If Consultant approves Client for 30-day payment terms, Client shall pay all undisputed amounts within thirty (30) days of the invoice date. The invoice amounts shall be presumed to be correct unless Client notifies Consultant in writing within fourteen (14) calendar days of the invoice date, specifying any disputed amounts and the basis for disagreement. Client shall timely pay all undisputed portions. Both Parties shall promptly attempt to resolve any disputed portion in good faith. Payment thereafter will first be applied to accrued interest on undisputed charges, then to the oldest unpaid principal balance, regardless of any project or invoice designation by Client. All amounts unpaid when due will bear interest at the lesser of 2% per month or the highest rate permitted by law, accruing from the invoice date until paid. In the event that the account becomes delinquent, Consultant may: (a) require full payment of all outstanding invoices, regardless of project, prior to releasing field notes, test data, photographs, analyses, or reports; (b) withhold final reports or other certified deliverables until all undisputed amounts are paid; and (c) recover from Client all costs incurred in collecting delinquent amounts, including attorneys' fees, court costs, and collection agency fees. Consultant shall not be bound by any provision or agreement conditioning Consultant's right to payment upon payment by a third party. Client's failure to timely pay shall constitute a material breach of this Agreement. Consultant may suspend work and withhold all work product, including verbal consultation, until invoices are paid in full. If the Client requests back-up data or changes to the format of the standard invoice, an administrative fee of $100 per invoice may be charged plus $1 per page of back-up data.

10. ALLOCATION OF RISK

10.1. Limitation of Liability. In light of the limited ability of the Consultant to affect the risks inherent in the Project and of the disparity between Consultant's fee and the potential liability for problems with the Project, to the greatest extent permitted by law,the total cumulative liability of Consultant, its subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "Consultant Entities"), to Client and its successors, all parties included as additional insured on Consultant's insurance policies, those parties granted report reliance rights by Consultant, and all of their respective shareholders, directors, officers, employees and agents (collectively "Client Entities") arising from or relating to Services under this Agreement, including attorney's fees due under this Agreement, will not exceed the gross compensation received by consultant under this agreement or fifty thousand dollars ($50,000.00) , whichever is greater, for all lawsuits, claims or actions that allege professional errors or omissions in Consultant's Services, whether alleged to arise in tort, contract, warranty, or other legal theory; provided, however, that such liability is further limited as described below. This limit is an aggregate limit with respect to all services on the project, whether provided under this, prior or subsequent agreements, unless modified in writing, agreed to and signed by authorized representatives of the Parties. Upon Client's written request, Consultant and Client may agree to increase the limitation to a greater amount in exchange for a negotiated increase in Consultant's fee, provided that they amend this Agreement in writing as provided in Article 18 Section 18.5. Consultant and Client also agree that the Client will not seek damages in excess of the limitations indirectly through suits with other parties who may join Consultant as a third-party defendant.

10.2. **Indemnification.** Client will indemnify, defend and hold harmless Consultant, its subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "Consultant Indemnitees") from and against any and all claims, suits, liabilities, damages, expenses (including without limitation attorney's fees and costs of defense) or other losses (collectively "Liabilities") except to the extent caused by the sole negligence or willful misconduct of Consultant. In addition, except to the extent caused solely by Consultant's negligence, Client waives any claim against Consultant, and to the maximum extent permitted by law, expressly agrees to defend, indemnify and hold harmless Consultant Indemnitees from and against any and all Liabilities, arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.

10.3. **Consequential Damages.** Neither Client nor Consultant will be liable to the other for any special, consequential, incidental or penal losses or damages of whatever nature including but not limited to losses, damages or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, loss of profits, loss of revenue, or loss of inventory, or for use charges, cost of capital, or claims of the other Party and/or its customers, which may arise directly or indirectly as a result of the Services provided by Consultant under this Agreement.

10.4. **Continuing Agreement.** The provisions of this Article 10, "Allocation of Risk," will survive the expiration or termination of this Agreement. If Consultant provides Services to Client that the Parties do not confirm through execution of

an amendment to this Agreement, the provisions of this Article 10 will apply to such Services as if the Parties had executed an amendment.

10.5. **No Personal Liability.** Client and Consultant intend that Consultant's Services will not subject Consultant's individual employees, officers or directors to any personal liability. Therefore, and notwithstanding any other provision of this Agreement, Client agrees as its sole and exclusive remedy to direct or assert any claim, demand or suit only against the business entity identified as "Consultant" on the first page of this Agreement.

11. **INSURANCE.** Consultant carries Statutory Workers' Compensation and Employer's Liability Insurance with limits of $1,000,000 each accident, each disease and policy; Commercial General Liability (CGL) Insurance for bodily injury and property damage with limits of $1,000,000 each occurrence products-complete operations aggregate $2,000,000 and $2,000,000 general aggregate; Automobile Liability (AL) Insurance, including liability for all owned, hired and non-owned vehicles with limits of $1,000,000 combined single limit (each accident); and Professional Liability Insurance with limits of $1,000,000 per claim and annual aggregate. Aggregates are per policy, not per project. Certificates of Insurance will be furnished upon written request but may not be processed unless accompanied or preceded by a signed agreement. Client agrees not to withhold payment to Consultant for Client's failure to make such a timely request and such requests may not be honored if made after final completion of authorized services. Waiver of Subrogation and Additional Insured endorsements are not included. Inclusion of waiver of subrogation and additional insured endorsements, available for commercial general liability and auto liability only, will be considered and may be provided for an additional administrative fee. Waivers of subrogation endorsement are not issued for worker's compensation and professional liability policies. Consultant assumes the risk of damage caused by Consultant's personnel to Consultant's supplies and equipment.

12. OWNERSHIP AND USE OF DOCUMENTS

12.1. **Client Documents.** All documents provided by Client will remain the property of Client. Consultant will return all such documents to Client upon request, but may retain file copies of such documents.

12.2. **Consultant's Documents.** Unless otherwise agreed in writing, all documents and information prepared by Consultant or obtained by Consultant from any third party in connection with the performance of Services, including, but not limited to, Consultant's reports, boring logs, maps, technical data, field data, field notes, drawings and specifications, laboratory test data and other similar documents, including those issued as electronic files and those issued as printed (hard) copies, (collectively "Documents") are instruments of professional service, not products, and are the property of Consultant. Consultant has the right, in its sole discretion, to dispose of or retain the Documents. Consultant reserves the right to copyright such documents; however, such copyright is not intended to limit the Client's use of the services provided under this Agreement other than as described below.

12.3. **Distribution and Use of Documents.**

12.3.1. Distribution. All Documents prepared by Consultant are solely for use by Client and will not be provided by either Party to any other person or entity, other than lending institutions for financing of the project, the project Architect, Structural Engineer, General Contractor and Building Department, without Consultant's prior written consent. Except as set forth herein, neither Consultant nor Client will disclose, disseminate or otherwise provide such reports or information except as required for the financing and design of the project, completion of Contractor's Work, or the monitoring of the Project by Governmental Agencies.

12.3.2. Use by Client. Client has the right to reuse the Documents for purposes reasonably connected with the Project for which the Services are provided, including without limitation design and licensing requirements of the Project, subject to any specific reliance or reuse limitations presented in the Document. Client shall not reuse any Documents provided by Consultant hereunder other than for the project defined by the Proposal without prior written consent of Consultant, which shall not be unreasonably withheld.

12.3.3. Use by Consultant. Consultant retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from its Services and the right to use the Documents for any purpose.

12.4. **Unauthorized Reuse or Alteration.** No party other than Client may rely on, and Client will not represent to any other party that it may rely on, Documents without Consultant's express prior written consent and receipt of additional compensation. Client will not permit disclosure, mention, or communication of, or reference to the Documents in any offering circular, securities offering, loan application, real estate sales documentation, or similar promotional material without Consultant's express prior written consent. Modification of the aforementioned Documents by Client without the Consultant's written permission shall be at the Client's sole risk, and the Consultant shall have no liability with respect to such modification. Client waives any and all claims against Consultant resulting in any way from the unauthorized reuse or alteration of Documents by itself or anyone obtaining them through Client. Client will defend, indemnify and hold harmless Consultant from and against any claim, action or proceeding brought by any party claiming to rely upon information or opinions contained in Documents provided to such person or entity, published, disclosed or referred to, or altered without Consultant's prior written consent.

13. RELATIONSHIP OF THE PARTIES

Consultant will perform Services under this Agreement as an Independent contractor.

14. ASSIGNMENT AND SUBCONTRACTS

During the term of this Agreement and following its expiration or termination for any reason, neither Party may assign this Agreement or any right or claim under it, in whole or in part, without the prior written consent of the other Party, except for an assignment of proceeds for financing purposes. Any assignment that fails to comply with this paragraph will be void and of no effect. Consultant may subcontract for the services of others without obtaining Client's consent if Consultant deems it necessary or desirable for others to perform certain Services.

15. SUSPENSION AND DELAYS

15.1. **Procedures.** Client may, at any time by 10 days written notice suspend performance of all or any part of the Services by Consultant. Consultant may terminate this Agreement if Client suspends Consultant's Services for more than 60 days and Client will pay Consultant as set forth under Article 16, "Termination." If Client suspends Consultant's Services, or if Client or others delay Consultant's Services, Client and Consultant agree to equitably adjust: (1) the time for completion of the Services; and (2) Consultant's compensation in accordance with Consultant's then current Fee Schedule for the additional labor, equipment, and other charges associated with maintaining its workforce for Client's benefit during the delay or suspension, or charges incurred by Consultant for demobilization and subsequent remobilization.

15.2. **Liability.** Consultant is not liable to Client for any failure to perform or delay in performance due to circumstances beyond Consultant's control, including but not limited to pollution, contamination, or release of hazardous substances, strikes, lockouts, riots, wars, fires, flood, explosion, "acts of God," adverse weather conditions, acts of government, labor disputes, delays in transportation or inability to obtain material and equipment in the open market.

16. TERMINATION

16.1. **Termination for Convenience.** Consultant and Client may terminate this Agreement for convenience upon 30 days written notice delivered or mailed to the other Party.

16.2. **Termination for Cause.** In the event of material breach of this Agreement, the non-breaching Party may terminate this Agreement if the breaching Party fails to cure the breach within 5 days following delivery of the non-breaching Party's written notice of the breach to the breaching Party. The termination notice must state the basis for the termination. The Agreement may not be terminated for cause if the breaching Party cures the breach within the 5-day period.

16.3. **Payment on Termination.** Following termination other than for Consultant's material breach of this Agreement, Client will pay Consultant for Services performed prior to the termination notice date, and for any necessary Services and expenses incurred in connection with the termination of the Project, including but not limited to, the costs of completing analysis, records and reports necessary to document job status at the time of termination and costs associated with termination of subcontractor contracts in accordance with Consultant's then current Fee Schedule.

17. DISPUTES

17.1. **Generally.** It is the intention of the Parties that all claims, controversies, disputes, disagreements, or requests for determinations as to interpretation of or compliance with the Agreement, relating to, connected with or arising out of the Agreement, including any breach thereof or question as to the existence, termination or validity thereof (collectively a "Dispute"), be resolved first through a meeting of principals, then a mediation process, and thereafter, failing satisfactory agreement as to resolution of the Dispute, through final, binding arbitration, all as provided in this Article 17.

17.2. **Informal Negotiation.** The Parties will first attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to this Agreement. Either Party may initiate negotiations by providing written notice in letter form to the other Party, setting forth the subject of the dispute and the relief requested. The recipient of such notice shall respond within fifteen (15) business days with a written statement of its position on, and recommended solution to, the Dispute, and the name and title of the executive who will represent that Party and of any other person who will accompany the executive. If the dispute is not resolved by this exchange of correspondence, then the executives of both Parties shall meet at a mutually acceptable time and place within 30 days after delivery of the disputing Party's notice and thereafter as often as they reasonably deem necessary to attempt to resolve the dispute. All reasonable requests for information made by one Party to the other will be honored. All negotiations pursuant to this Section 19.2 are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence. If informal negotiation is unsuccessful, the Parties shall then proceed to non-binding Mediation.

17.3. **Precondition to Other Action.** All Disputes shall, before the initiation of arbitration be first submitted for resolution through mediation in which both Parties shall participate; *provided, however,* that if necessary to preserve a Party's rights as a result of the expiration of a statute of limitation or other period of limitation, a Party may initiate arbitration prior to completion of mediation; *provided further, however,* that in such event the Parties shall nonetheless proceed with the mediation and shall, to the extent permitted by the Arbitrator, stay the arbitration proceedings.

17.4. **Mediation.** In the event that informal negotiation does not resolve a dispute, all disputes between Consultant and Client, except those involving Client's failure to pay undisputed invoices as provided herein and excluding Consultant's perfection of any mechanic's lien, are subject to mediation. Either Party may demand mediation by serving a written notice stating the essential nature of the Dispute, amount of time or money claimed, and requiring that the matter be mediated within 45 days of service of notice. The mediation shall be administered by the American Arbitration Association or by such other person or organization as the Parties may agree upon, in accordance with the Construction Industry Arbitration Rules and Mediation Procedures of the American Arbitration Association. Each Party shall bear its own expenses and an equal share of the expenses of the mediator. No further action may be initiated unless the mediation does not occur within sixty (60) days after service of such notice, the mediation occurred but did not resolve the dispute, or a statute of limitation would lapse if suit was not filed prior to sixty (60) days after service of notice.

17.5. **Arbitration.** The Parties shall submit any and all unresolved disputes that are not resolved Mediation under Section 19.4 above, to final and binding arbitration conducted by one arbitrator mutually agreed upon by the Parties. In the event that the Parties cannot mutually agree on an arbitrator and arbitrator shall be appointed by the American Arbitration Association. Such arbitration will be conducted in accordance with and subject to the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. The arbitrator(s) will allow such discovery as is appropriate, consistent with the purposes of arbitration in accomplishing fair, speedy and cost-effective resolution of disputes. The arbitrator will reference the Federal Rules of Civil Procedure then in effect in setting the scope of discovery, except that no requests for admissions will be permitted and interrogatories will be limited to identifying (a) persons with knowledge of

relevant facts and (b) expert witnesses and their opinions and the basis therefore. The award rendered by the arbitrator shall be final and binding, except that either Party may appeal the award to a court of competent jurisdiction on the grounds of errors of law or fact made by the arbitrator. and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction. The arbitrators shall have no authority to vary the terms of the Agreement between the Parties, to examine issues left to the discretion of either Party, or to consider any matter not submitted to arbitration as prescribed herein. The arbitrator shall be authorized to provide all recognizable remedies available in law or equity for any cause of action that is the basis of the arbitration (to the extent such remedy is not otherwise precluded under this Agreement), provided that (i) the arbitrator shall not have the authority to award punitive damages, and (ii) each Party shall bear its own costs and attorney's fees related to the arbitration.

17.6. **Choice of Law; Venue.** This Agreement will be construed in accordance with and governed by the laws of the state of California. Except for actions, such as for enforcement of mechanic's liens, which are required by statute to be brought in a specific venue, or unless the Parties agree otherwise, any mediation, arbitration or other legal proceeding will occur in Fresno County, California.

17.7. **Statutes of Limitations.** Any applicable statute of limitations will be deemed to commence running on the earlier of the date of substantial completion of Consultant's Services under this Agreement or the date on which claimant knew, or should have known, of facts giving rise to its claims.

18. MISCELLANEOUS

18.1. Notices. Any and all notices, requests, instructions, or other communications given by either Party to the other for purposes of requesting services, project scope and fee proposals, or authorizing Services must be in writing and delivered by email, hand delivered to the recipient or delivered by first-class mail to the local Krazan office that will provide services or to the Corporate addresses listed below.

Any and all notices, requests, instructions, or other communications given by either Party to the other for purposes other than requesting services, project scope and fee proposals, or Services authorization, must be in writing and delivered by email, USPS first-class mail with return receipt (postage prepaid) or recognized courier with tracking and signature required for delivery and addressed to the following:

To Consultant:
Krazan & Associates
215 West Dakota Avenue
Clovis, California 93612
Attn: Mr. Dave Jarosz
davejarosz@krazan.com

To Client:
_____
_____
_____
_____
_____

Either Party may, at any time, designate a new or different address to which notices are to be sent.
Any notice shall be deemed delivered as of the time that the same is personally delivered or as of the date of signature confirming receipt by the recipient.

18.2. **Headings.** The headings used in this Agreement are for convenience only and are not a part of this Agreement.

18.3. **Waiver.** The waiver of any term, conditions or breach of this Agreement will not operate as a subsequent waiver of the same term, condition, or breach. One or more waivers of any term, condition or covenant by either Party shall not be construed as a waiver of any other term, condition or covenant.

18.4. **Severability.** If any portion of this Agreement is void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as the law allows. If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired.

18.5. **Modification of This Agreement.** This Agreement may not be modified or altered, except by a written agreement signed by authorized representatives of both Parties and referring specifically to this Agreement. No person other than a corporate officer (President, Vice President, or Chief Financial Officer) of Client is authorized to amend, change, modify, or waive any term or provision of this Agreement.

18.6. **Survival.** These terms and conditions survive the completion of the Services and/or the termination of this Agreement, whether for cause or for convenience.

18.7. **Warranty Of Authority To Sign, Personal Guarantee.** The person signing this contract warrants that he/she has authority to sign on the behalf of the Client for whose benefit Consultant's services are rendered. If such person does not have such authority, he/she agrees that he/she is personally liable for obligations under this Agreement and all breaches of this contract and that in any action against him/her for breach of such warranty, reasonable attorney's fees shall be included in any judgment rendered. Further, if Client fails to perform and is in breach of this Agreement the person signing this Agreement agrees that he/she is personally liable for obligations under this Agreement and all breaches of this contract and that in any action against him/her for breach of such warranty, reasonable attorney's fees shall be included in any judgment rendered.

18.8. **Incorporation of Provisions Required By Law.** Each provision and clause required by law to be inserted in this Agreement is included herein, and the Agreement should be read and enforced as though each were set forth in its entirety herein.

18.9. **Electronic Media.** Upon Client's request, Consultant may provide Documents and information in an electronic format. Client acknowledges that electronic files are subject to undetectable alteration due to (among other causes) transmission, conversion, media degradation, software errors, or human interference. Accordingly, all such electronic materials

are for informational purposes only; the original paper copy issued by Consultant shall govern as the final and controlling documentation of the Services.

18.10. **Electronic Copies.** A scanned or electronically signed copy of this Agreement shall be deemed an original and may be used as valid evidence of its execution and terms, even if the original signed version is unavailable. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

18.11. **No Third-Party Rights.** This Agreement shall not create any rights or benefits to parties other than Client and Consultant.

19. ENTIRE AGREEMENT

This Agreement between the Parties consists of these Terms and Conditions, the Proposal, and any exhibits or attachments noted in the Proposal is and intended by the Parties to be the full and final expression of their agreement with respect to the Services to be performed in connection with this Agreement, unless modified in writing and agreed to by both Parties in an amendment to this Agreement. Together, these elements will constitute the entire Agreement superseding any and all prior negotiations, correspondence, or agreements either written or oral.

The Parties have read the foregoing, understand completely the terms, and willingly enter into this Agreement. This Agreement was developed to be fair and reasonable to both Parties. The Parties acknowledge that there has been an opportunity to negotiate the terms and conditions of this Agreement and agree to be bound accordingly. Consultant's acceptance of this Agreement is pending credit review and a retainer fee may be required.

Client: Lakeside Union School District	**Consultant: Krazan & Associates**
_____	_____
Signature Date	Signature Date
_____	_____
Name (Please Print)	Name (Please Print)
_____	_____
Title	Title

ordiz melby architects

ARCHITECTS PROPOSAL
ADDITIONAL SERVICES

September 4, 2026

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

Re: Architectural Services Proposal for:
Suburu Elementary School – Chiller Replacement Project
Additional Services – Existing Campus Certification

Dear Mr. Bryson:

Thank you for the opportunity to provide additional architectural services related to the Suburu Elementary School Chiller Replacement Project. During DSA review of the current Chiller Replacement application, it was identified that the original school project, constructed in the 1990s, was not fully certified and remains in an unresolved certification status. Resolution of this condition is necessary to satisfy outstanding DSA plan check comments and obtain approval of the current Chiller Replacement application.

Based on the IOR's comments and our review of the available information, the extent and location of missing documentation and/or required field verification is not currently known. Accordingly, OMA proposes to establish a DSA-approved certification strategy before proceeding with extensive inspection or testing.

Scope of Additional Services

OMA will prepare and submit a Post Approval Construction Report (PACR), or similar certification strategy acceptable to DSA, addressing the following:

- Summary of the original project's certification history and current status.
- Review of available records and a documentation gap analysis.
- Inventory of affected campus buildings and available information for each.
- Identification of known and potential certification deficiencies.
- Development of a phased investigation and verification approach.
- Preliminary identification of required non-destructive and targeted destructive investigation.
- Identification of anticipated material testing and special inspection requirements.
- Preparation of a preliminary DSA 103 – Tests and Inspections form.
- Coordination with the District, IOR, testing laboratory, and applicable consultants.
- Coordination with DSA to obtain direction regarding the required investigation, testing, inspection, and documentation necessary for certification.

Certification Process

The intent of this effort is to establish a clear path toward certification rather than attempt to identify every deficiency before the process begins. The anticipated process is:

1. **Records Review** – Evaluate available DSA, District, inspection, testing, and project records and identify documentation gaps.

2. **DSA Review** – Submit the proposed certification strategy to DSA and obtain direction regarding the required scope of field investigation, testing, inspections, and documentation.
3. **Field Investigation** – Following DSA direction, the IOR and testing laboratory will perform the necessary non-destructive investigation, targeted destructive investigation, material testing, and special inspections.
4. **Documentation & Certification** – Compile field verification, testing, inspection, and supporting documentation and submit the information necessary to resolve the existing certification deficiencies.

The ultimate objective is to move the original school project from its current Level 3 certification deficiency status toward Level 2 and, where all requirements can be satisfied, ultimately to a fully certified Level 1 closeout. Completion of this process will provide the documentation necessary to address the certification-related DSA plan check comments associated with the current Chiller Replacement application.

Relationship to Chiller Replacement Project
These services are additional to the original Chiller Replacement Project scope. The original project includes DSA coordination, inspection/testing coordination, and close-out support for the new chiller work; however, the unresolved certification of the existing original school project is a separate existing condition requiring additional investigation and documentation.

The services proposed herein are intended to establish and implement the certification strategy necessary to allow the current Chiller Replacement application to proceed toward DSA approval.

Assumptions

1. The District will provide all available original project and certification records.
2. The District will provide the services of the DSA-certified Project Inspector and testing laboratory as required.
3. The extent of field investigation, testing, and special inspection will be determined following DSA review and direction.
4. Corrective construction, repairs, and redesign resulting from deficiencies discovered during investigation are not included.
5. Material testing, special inspections, destructive investigation, and laboratory fees are not included unless specifically authorized.
6. DSA and other agency fees are not included.
7. Significant additional requirements imposed by DSA beyond the scope described herein may require additional services.

Compensation
We propose to provide the services described above for a **fixed fee of $32,750.00.**

This fee includes:

- All architectural services from initial verification through construction
- Coordination with District staff and Inspector of Record.

Should the project scope vary substantially from what is outlined in this proposal, the fee may be reviewed and adjusted accordingly by mutual agreement.

Compensation Schedule

1. Invoices will be submitted monthly based on work completed.
2. Additional services requested outside the scope of this proposal will be billed per our 2026 Hourly Rate Schedule.
3. Reimbursable expenses (e.g., printing, etc.) will be billed at cost plus ten percent (10%).

Reimbursable Expenses Schedule
See attached **2026 Hourly Rate Schedule.**

Terms
Payment is due upon receipt. Invoices unpaid after 30 days may accrue interest at 1.5% per month (18% annually) or the maximum allowable rate. Either party may terminate this agreement with seven (7) days' written notice; payment shall be due for all services rendered up to the effective date of termination.

We appreciate the opportunity to support Lakeside Union School District on this important project. Please contact us if additional information or clarification is needed.

Sincerely,
Ordiz-Melby, Inc., an Architectural Corporation

Joseph E. Zasoski, A.I.A.
Architect C-36742

Architects are licensed and regulated by the California Architects Board located at 2420 Del Paso Road, Suite 105, Sacramento, CA 95834.

If the above proposal is found acceptable, please indicate by signing below and returning one copy with an original signature.

Signature: _____

Name/Title (print/type): _____

Date: _____

661.832.5258
661.832.4291

5500 Ming Avenue
Suite 280
Bakersfield, CA 93309
ordizmelby.com

Ordiz-Melby, Inc.
An Architectural Corporation
2026 Hourly Rate Schedule

ARCHITECTURAL

Principal	$225.00 / hour
Associate Architect	$200.00 / hour
Senior Architect	$190.00 / hour
Project Architect	$160.00 / hour
Senior Project Leader	$150.00 / hour
Project Leader	$125.00 / hour
BIM Tech	$110.00 / hour
Project Administrator	$95.00 / hour

REIMBURSABLE EXPENSES

Consulting Engineers	1.15 x Direct Cost
Renderings, Models & Photographs	1.15 x Direct Cost
Printing (Bid Sets)	1.15 x Direct Cost
Travel Expenses (outside Kern County)	1.15 x Direct Cost
Postage & Overnight Courier Service	1.15 x Direct Cost
Local Delivery & Courier Service	1.15 x Direct Cost

Lakeside Union School District

TY BRYSON, DISTRICT SUPERINTENDENT

"BUILDING ON EXCELLENCE"

14535 Old River Road, Bakersfield, California 93311
(661) 836-6658 • FAX (661) 836-8059
E-mail tbryson@lakesideusd.org

DATE: October 13, 2026

TO: Members of the General Public
California School Employees Association,
Lakeside/Old River Chapter No. 730

FROM: Board of Trustees
Lakeside Union School District

RE: INITIAL SUCCESSOR PROPOSAL OF THE PUBLIC SCHOOL EMPLOYER of the July 1, 2025 - June 30, 2028 Collective Bargaining Agreement between Lakeside Union School District and California School Employees Association, Lakeside/Old River Chapter No. 730 for the 2026-2027 School Year.

The Board of Trustees in compliance with Government Code Section 3547, makes the following Initial Successor Proposal (Sunshine Proposal) to the California School Employees Association, Lakeside/Old River Chapter No. 730 to reopen the negotiation process pursuant to the 2025-2028 Collective Bargaining Agreement in order to renegotiate the following specific articles:

District's Initial Proposal:

1. **Article XI** (Pay and Allowances) - The District intends to propose changes to this article.

2. **Article XII** (Health and Welfare Benefits) - The District intends to propose changes to this article.

3. The District reserves the right to re-open additional articles with proper notice.

The District may offer counter-proposals, withdrawal of proposals and/or other changes to proposals that are responsive to discussions that occur during negotiations, or that the District deems necessary in response to changes in education funding or other education requirements.

All other provisions of the present Collective Bargaining Agreement are to remain unchanged. The Board and administration look forward to an early and amicable settlement of this round of negotiations.

The California School Employees Association
And its
Lakeside Chapter #730
To
Lakeside Union School District
Re-Opener Proposal 2026-2027

July 1, 2026

The California School Employees Association and its Lakeside Chapter #730 (CSEA) present their initial proposal for re-openers under the provisions of the current bargaining agreement. It is CSEA's intent to alter or amend the following articles as indicated and present our proposals for public discussion in accordance with Government Code 3547:

Article 3 – Organizational Security
CSEA intends to add, edit, or modify language.

Article 8 – Leaves of Absence
CSEA intends to add, edit, or modify language.

Article 11 – Pay and Allowances
CSEA proposes to enhance the Salary provision which shall include but not be limited to an equitable wage increase to help maintain the integrity of the salary schedule and an acceptable standard of living for all employees.

Article 12 – Health and Welfare Benefits
CSEA proposes to enhance the Unit Member Benefits provision which shall include but not be limited to health and welfare benefits language.

CSEA reserves the right to withdraw, amend or add to this proposal as necessary, in accordance with applicable laws. In the spirit of collaboration, additional articles may be re-opened when mutually agreed upon by both parties.
As we respectfully await your response, please feel free to contact me with any questions or concerns via telephone to Labor Relations Representative, Andie Steiber at (661) 529-0949 or email at asteiber@csea.com .

Respectfully,
California School Employees Association

Cesar Luna
Chapter President

TENTATIVE AGREEMENT

BETWEEN THE

LAKESIDE UNION SCHOOL DISTRICT

AND THE

LAKESIDE/SUBURU TEACHERS ASSOCIATION, CTA/NEA

~~JULY 1, 2023 – JUNE 30, 2026~~
JULY 1, 2026 – JUNE 30, 2029

(October 1, 2026)

This Agreement ("Agreement") is entered into by and between the Lakeside Union School District ("District") and the Lakeside/Suburu Teachers Association/CTA/NEA ("Association") and is dated October 1, 2026 for purposes of reference only. As a result of negotiations, the District and the Association have agreed to a Tentative Agreement as set forth below.

This is a package proposal and must be accepted in its entirety. Any Association language proposal not incorporated in the District's proposal has been considered and not accepted.

[The District is not opposed to changing the Article numbers to Arabic.]

ARTICLE I
INTRODUCTION

[Not Reopened]

[The District is not opposed to meeting with the Association after completion of the 2026-2027 to address the Association's proposed language addition and AB 1997.]

ARTICLE II
SALARY

A. The ~~2025-2026~~ **2026-2027** Certificated Salary Schedules are attached as Appendices A through E and shall remain in effect for the ~~2025-2026~~ **2026-2027** school year. The Parties agree to a **two and one-half percent (2.5%)** on schedule increase. For the ~~2025-2026~~ **2026-2027** school year, bargaining unit employees will receive a ~~one percent (1.0%)~~ **one thousand dollar ($1,000)** off-schedule salary payment. ~~The off-schedule payment will be based on the July 1, 2025 – June 30, 2026 salary schedules.~~

Note: In addition to the 2.5% on-schedule, an additional one-half percent (.5%) will be added to the on-schedule increase to compensate bargaining unit employees for the increase in workdays to 184.

1. Notice of intent to qualify for column movement shall be filed with the District by May 15 of each year. All work must be completed and verified by the following October 1.

2. Except for pass-fail courses, courses shall not be eligible for salary credit unless earned with a grade of "C" or higher.

3. Each bargaining unit member shall be responsible for:

a. Obtaining prior approval of course work from the District.

b. Verifying completion of all course work by submitting transcripts or grade reports.

c. Filing a request for change in salary classification by September 1.

4. Step and column advancement are additional financial liabilities to the District budget and shall be acknowledged as a part of any salary adjustment.

B. Time spent in unpaid leave status shall not count toward advancement on the salary schedule.

C. Stipends will be provided to eligible employees with full State certifications who provide the following services to the District. The stipends will be properly prorated for part-time employees. The Master's Degree stipend will be provided to employees with Master's Degrees from accredited colleges and universities in disciplines that are applicable to the District's educational programs.

Education Specialist Instruction Credential	$2,000
Speech Language Pathology Services Credential	$2,000
Master's Degree:	$1,500
Doctorate	**$1,500**
Bilingual/BCLAD	**$1,500**

D. For the term of this Agreement, the District shall compensate bargaining unit members the following annual stipends for the extra-duty positions listed below:

[Status Quo on current stipend/extra duty compensation.]

Positions

ASB Advisor	$1,500
Athletic Director	$4,500 (Lakeside)
AVID Coordinator	$2,000
Battle of the Books Coordinator	$1,200 (at each school site)
Teacher Induction Program	$1,750 (per teacher/limit 2 unless mutually agreed)
Camp KEEP (4 teachers)	$1,250
Coach	$1,500 per season/sport
Combo Teacher (Grades 1-5)	$2,500
Mentor Teacher	$1,500 (per intern/prorated for partial assignment)
After School Intervention Program	Extra duty rate of pay
Leadership Committee Member	$1,200 (non-contract hours)

Lunch Time Games/Intramurals	$1,500 per year (position responsibilities to be established by the District)
Music Director	$4,500
Oral Language Coordinator	$1,250 at each school site
PBIS Team Members	$1,200
PBIS Team Lead	**Extra Duty Hourly Pay up to $1500 annually (in addition to PBIS Team Member stipend)**
Science Fair Coordinators	$1,250 at each school site
Spelling Bee Coordinator	$1,250
SST Coordinator	$3,000
Tobacco Use Prevention Coordinator	$800

Extra Duty Pay [To be adjusted based on the on-schedule increase.]

Salary Schedule A: Step 1, Column VII	($**49.56** ~~48.38~~)
Salary Schedule B: Step 1, Column VII	($**50.40** ~~48.92~~)
Salary Schedule C: Step 1, Column I	($**69.73** ~~67.70~~)
Salary Schedule D: Step 1, Column I	($**65.37** ~~63.47~~)
Salary Schedule E: Step 1	($**58.40** ~~56.70~~)
Salary Schedule F: Step 1	($**65.37** ~~63.47~~)
Salary Schedule G: Step 1	($**68.64** ~~66.64~~)

The District will schedule IEP, SST and 504 meetings to start no earlier than 8:00 AM for middle school and no later than 2:45 PM for all grade levels. ~~General Education classroom teachers attending an IEP, SST or 504 meeting that extends thirty (30) minutes beyond their workday will be compensated at the extra duty in 15 minute increments.~~

Extra duty will be paid only for work performed by bargaining unit members outside of their contractual workday and approved or directed by the District in advance of the assignment.

All certificated stipends will be negotiated and included in this Agreement prior to posting and paying certificated employees.

Extra duty and summer school positions will be limited to two-year terms for incumbents. At the completion of a two-year term, incumbents may reapply for their current extra duty or summer school position, but newly qualified/credentialed applicants will have the first right of refusal to the extra duty or summer school positions over incumbents. Prior and recent experience will be considered in selection of applicants.

Summer school positions will be posted. Current District teachers will have priority over non-unit members for summer school positions. Seniority will be granted for summer school positions by Primary (K-3), Intermediate (4-6), and Middle School (7-8). In addition to District seniority, the selection criteria will include appropriate credential and recency of teaching experience in the grade level or subject area to be taught in

summer school. Summer school teachers will be paid for two and one-half hours of preparation time for the summer school session at the current extra-duty rate of pay.

Mileage

E. Certificated employees who are required to travel between the schools or to other approved locations to complete their assigned duties (e.g. home visits), must request to use a District vehicle through the Superintendent prior to using his/her own vehicle. If the District vehicle is not available, the unit member will be reimbursed at the Board approved mileage rate for all properly documented mileage.

New Hires

F. The District will grant all years of service credit for accredited public school teaching experience in determining initial salary placement for new certificated and credentialed employees whose first day of District-paid service begins on or after July 1, 2026. The teacher will be placed on the appropriate step of the appropriate column on the salary schedule. This is a negotiated alternative for initial placement in accordance with Education Code Section 45028(b) which permits a negotiated increase to the number of years of service credit allowed for initial placement on the salary schedule without violating the uniform salary schedule requirement of Education Code Section 45028(a)(1).

[The District understands the concerns with 7/8 grades and is willing to discuss options to provide homework assistance utilizing unassigned time with junior high staff.]

ARTICLE III
HEALTH AND WELFARE BENEFITS

[Note: The annual increase to the existing health and welfare benefits is $2,424 per year per teacher. The 2026-2027 increase cost to the District to fund health and welfare is 2.92% as a function of the 1% used to increase salaries. The District's Health and Welfare Benefits proposal and other cost increases are part of the total compensation package proposal for teachers. The District is open to reducing its proposed cap and applying the reduced contribution to an on-schedule increase.]

A. The District "cap" on health and welfare premiums of $**22,992.36** ~~20,568.36~~ will be the maximum District contribution for the ~~2025-2026~~ **2026-2027** benefit plan year.

1. The medical insurance plans offered shall be the SISC Prudent Buyer PBC-100D ($20) co-pay plan with a $9-$35 prescription benefit, SISC Prudent Buyer PBC-90C with a $7-$25 prescription, and SISC Prudent Buyer PBC-80E with a $9-$35 prescription benefit. Any premiums in excess of the District "cap"

delineated in paragraph A above shall be the responsibility of the individual insured employee.

2. The SISC Delta Dental program shall be provided to unit members and eligible dependents. The Delta Dental Preferred Option and Anthem Dental (DHN 4000; Ortho 2000) will be made available to unit members.

3. The SISC VSP Vision program Plan C, $10 deductible, shall be provided to unit members and eligible dependents.

4. The District provides $65,000 in Basic Life Insurance through Anthem Blue Cross.

B. No in-lieu payments or contributions to programs other than those which the Employer provides above shall be paid by the Employer for any bargaining unit members who elect not to subscribe to the benefits provided by this Article.

C. The Association recognizes that health and welfare premiums are an integral part of any salary package agreed to by the parties. The District's monthly premium contribution for the Health and Welfare benefit plan specified in this Article shall continue in effect, unchanged, unless modified in the negotiation of a successor Agreement. The health and welfare plan will be modified only through mutual agreement of the parties.

D. The District agrees to provide medical/hospitalization insurance (SISC - Blue Cross) for any unit member, employed by the District on or before June 30, 2009, who retires from the District under the provisions of the California State Teachers' Retirement System provided the unit member has attained age 55, but is not older than 65, and has completed 15 years of full-time service (ten or more months of service per school year) to the District. The Plan shall be the same as that provided for current active employees.

E. For unit members hired after June 30, 2009, and effective July 1, 2026, the District agrees to provide medical/hospitalization insurance (SISC-Blue Cross) for any unit member who retires from the District under the provisions of California State Teachers' Retirement System provided the unit member has attained age 60, but is not older than 65, and has completed 10 years of full-time service (ten or more months service per school year) to the District. The medical plan shall be the same as that provided for current active employees.

F. No in-lieu payments will be provided to unit members who elect not to be covered by the benefits provided by this Article.

G. The District agrees to continue the benefit until the retiree attains age 65 and/or becomes eligible for Medicare. The program shall terminate should the retiree return to regular school employment or upon the retiree's qualification for Medi-Cal or other

medical reimbursement plan. The plan shall be the same as that provided for current active employees.

H. The retiree benefits will end when the retiree turns 65. ~~Spousal/dependent coverage will terminate at the earlier of the retiree turning 65 or the spouse/dependent turns 65.~~ **When District retiree benefits end, the unit member will apply for Medicare A and B, or pay associated surcharges and fees resulting from the failure to apply. If the retiree or spouse fails to comply with the Medicare requirements, the District has the right to cancel the retiree benefit agreement after 30 days written notice of non-compliance.**

[The Parties agree to meet after negotiations conclude to discuss Health and Welfare Benefit language and medical plan options.]

ARTICLE IV
CLASS SIZE

[Not Reopened]

ARTICLE V
HOURS

A – C: No Changes.

Work Year

D. The work year shall be ~~183~~ **184** workdays for returning bargaining unit members and ~~185~~ **186** workdays for unit members in their first year of service. **The two (2) additional days for unit members in their first year of service will be paid at the unit member's daily rate.** Each full-time unit member shall provide 180 days of student instruction. The workdays beyond the 180 days of instruction requirement of Education Code Section 46200 shall be assigned by the Superintendent.

Of the days that are scheduled prior to the first day of student attendance, one will be reserved for teacher room preparation. The Lakeside Teachers Association will be permitted to hold a teacher-only meeting for at least one hour. One mandatory Staff Development Day will be scheduled during the first semester. Absent teachers will be allowed to makeup the Staff Development Day by completing activities with prior District approval.

E – K: No Changes.

ARTICLE VI
LEAVES OF ABSENCE

[Not Reopened]

Appointment Leave

K. Appointment leave will be available to unit members under the following conditions:

1. An appointment leave request must be submitted via email three (3) days in advance of the leave date.

2. Appointment leaves shall be limited to no more than 6 requests per school year.

3. A fifteen (15) minute grace period ~~(not to exceed 6 requests)~~ will apply without the need of a leave request form.

4. Anything beyond 15 minutes will require a leave request form and sick leave will be reduced for the time.

5. When certificated employees are assigned to duties involving students who remain in school, any leave exceeding one (1) hour must be taken as a half-day.

6. Certificated employees who will be using appointment leave for one-hour or less are responsible for finding unpaid coverage.

ARTICLE VII
CERTIFICATED EMPLOYEE EVALUATION PROCEDURES

[Not Reopened]

ARTICLE VIII
VACANCIES, REASSIGNMENT, AND TRANSFERS

[Not Reopened]

ARTICLE IX
GRIEVANCE PROCEDURE

[Not Reopened]

ARTICLE X
FILES AND COMPLAINTS

[Not Reopened]

ARTICLE XI
SAFETY CONDITIONS

[Not Reopened]

ARTICLE XII
ASSOCIATION RIGHTS

[Not Reopened]

ARTICLE XIII
DISTRICT RIGHTS

[Not Reopened]

ARTICLE XIV
MISCELLANEOUS

[Not Reopened]

ARTICLE XV
DURATION

This Agreement shall be in full force and effect from July 1, **2026** ~~2023~~, through June 30, **2029** ~~2026~~. This Agreement shall remain effective during extended negotiations. For the **2027-2028** ~~2024-2025~~ school year, the Parties are not limited to the number of articles that may be reopened. For **2028-2029** ~~2025-2026~~ school year, the parties agree to reopen negotiations on Article II, Salary, Article III, Health and Welfare Benefits, and up to two additional articles for each party.

ARTICLE XVI
PROFESSIONAL DEVELOPMENT

[Not Reopened]

ARTICLE XVII
DUES DEDUCTION

[Not Reopened]

ARTICLE XVIII
JOB SHARING

[Not Reopened]

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 will not be made.

2. All other terms and conditions of the 2023-2026 Collective Bargaining Agreement shall remain unchanged.

3. Scope of Retroactivity:

   a. The two and one-half percent (2.5%) on-schedule increase is retroactive to July 1, 2026 and applies to base salary only;
   b. The increase to the Extra Duty Hourly Rate is effective November 1, 2026;
   c. The retroactive increase and off-schedule payment are available only to those unit members employed by the District on the date of the Association's ratification of this Tentative Agreement; and,
   d. The Parties will schedule the 184th day to be taken during the 2026-2027 school year.

4. 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 Lakeside/Suburu Teachers Association membership and approval by the Lakeside Union School District Board of Trustees.

RECOMMENDED FOR RATIFICATION

LAKESIDE UNION SCHOOL DISTRICT	LAKESIDE/SUBURU TEACHERS ASSOCIATION
October __, 2026	October __, 2026
_____	_____
Ty Bryson Superintendent	Joseph Andreotti President

Lakeside Union School District
Certificated Salary Schedule - A
Classroom Teachers
184 Work Days/7.5 Hours Per Day
2026-2027
Appendix "A "

Salary Schedule Effective 7/1/2026

Board Approved TBD

	26-27 ANNUAL 3.0% I NC	26-27 ANNUAL 3.0% I BA/BS	26-27 ANNUAL 3.0% II 12	26-27 ANNUAL 3.0% III 24	26-27 ANNUAL 3.0% IV 36	26-27 ANNUAL 3.0% V 48	26-27 ANNUAL 3.0% VI 60	26-27 ANNUAL 3.0% VII 72
1	57749	57749	57749	58783	59813	62673	65534	68396
2			59795	60826	61857	64716	67574	70434
3			61836	62254	63901	65323	69614	72476
4			63874	64908	65944	68800	71655	74514
5				66952	67988	70845	73698	76556
6				68994	70026	72884	75737	78595
7				71032	72069	75024	77776	80634
8					74112	76968	79817	82241
9					76155	79010	81856	84714
10					78197	81054	83900	86757
11					80242	83095	85937	88794
12					82288	85137	87985	90837
13					84330	87177	89829	93096
14						89217	92064	94919
15						91256	94107	96958
16						93300	96155	98999
17							98077	100981
18								102928
21								105830
26								108735
31								111639

Master's Degree – Add $1500

1 Employees new to the district will be given all years of service credit for verified accredited public shool teaching experience plus units earned beyond BA/BS.

2 Units must be approved by the superintendent before May 15th and prior to enrolling in the class and must relate to the teaching assignment or represent work toward a new credential.

3 Semester units earned during the summer may be counted toward a salary increment on the new contract provided they are completed and turned in by October 1 of that school year.

4 Junior college units to the limit of four (4) units of any twelve (12) unit step may be approved for salary increments if the units are taken within an applicable subject field.

5 Units must be taken from an accredited college or university.

6 No more than 12 semester units will be accepted in a contract period. A grade card or transcript must be turned in for recording purposes.

Note: 3% Increase Retroactive to July 1, 2026

*NC = Non Credentialed

Lakeside Union School District
Certificated Salary Schedule - B
Counselors
190 Work Days/8 Hours Per Day
2026-2027
Appendix "B"

Salary Schedule Effective 7/1/2026

Board Approved TBD

	26-27 ANNUAL 3.0% I NC	26-27 ANNUAL 3.0% I BA/BS	26-27 ANNUAL 3.0% II 12	26-27 ANNUAL 3.0% III 24	26-27 ANNUAL 3.0% IV 36	26-27 ANNUAL 3.0% V 48	26-27 ANNUAL 3.0% VI 60	26-27 ANNUAL 3.0% VII 72
1	64679	64679	64679	65839	66991	70195	73398	76602
2			66970	68123	69279	72482	75683	78888
3			69257	70416	71572	73162	77969	81173
4			71541	72696	73856	76504	80253	83454
5				74986	76147	79347	82541	85743
6				77272	78427	81630	84825	88027
7				79554	80717	84029	87108	90309
8					83007	86205	89397	92112
9					85293	88492	91679	94879
10					87580	90779	93967	97168
11					89873	93066	96249	99450
12					92162	95353	98542	101738
13					94448	97640	100609	104264
14						99923	103112	106309
15						102206	105400	108594
16						104497	107694	110881
17							109847	113098
18								115220
21								118125
26								121027
31								123932

Master's Degree – Add $1500

1 Employees new to the district will be given all years of service credit for verified accredited public shool teaching experience plus units earned beyond BA/BS.

2 Units must be approved by the superintendent before May 15th and prior to enrolling in the class and must relate to the teaching assignment or represent work toward a new credential.

3 Semester units earned during the summer may be counted toward a salary increment on the new contract provided they are completed and turned in by October 1 of that school year.

4 Junior college units to the limit of four (4) units of any twelve (12) unit step may be approved for salary increments if the units are taken within an applicable subject field.

5 Units must be taken from an accredited college or university.

6 No more than 12 semester units will be accepted in a contract period. A grade card or transcript must be turned in for recording purposes.

Note: 3% Increase Retroactive to July 1, 2026

*NC = Non Credentialed

LAKESIDE SCHOOL DISTRICT
SPEECH PATHOLOGIST SALARY SCHEDULE
185 Work Days/7.5 Hours Per Day
2026-2027

APPENDIX "C"

Step	Salary
No Credential	89,386
1	96,748
2	98,683
3	100,657
4	102,669
5	104,723
6	106,817
7	108,953
8	111,133
9	113,356
10	115,623
11	117,935
12	120,294

Master's Degree – Add $1500

Speech Language Pathology Services Credential – Add $2000

Effective 7/1/2026

Board Approved TBD

LAKESIDE UNION SCHOOL DISTRICT
PSYCHOLOGIST SALARY SCHEDULE
194 Work Days/8 Hours Per Day

Salary Schedule Effective 7/1/2026 **2026-2027** Board Approved **TBD**

Appendix "D"

Years	Amount
1	101,455
2	103,484
3	105,553
4	107,665
5	109,819
6	112,015
7	114,255
8	116,540
9	118,870
10	121,249
11	123,673
12	126,146

Master's - Add $1500

LAKESIDE UNION SCHOOL DISTRICT
NURSE SALARY SCHEDULE
194 Work Days/8 Hours Per Day
2026-2027
Appendix "E"

Salary Schedule Effective 7/1/2026

Board Approved **TBD**

Years	Amount
1	90,640
2	92,453
3	94,302
4	96,188
5	98,112
6	100,074
7	102,075
8	104,117
9	106,199
10	108,323
11	110,490
12	112,700

LAKESIDE UNION SCHOOL DISTRICT
COORDINATOR SALARY SCHEDULE
ELD/RTI Coordinator, Academic Coach

Salary Schedule Effective 7/1/2026 **194 Work Days/8 Hours Per Day** Board Approved **TBD**

2026-2027
Appendix "F"

Years	Amount
1	101,455
2	103,484
3	105,553
4	107,665
5	109,819
6	112,015
7	114,255
8	116,540
9	118,870
10	121,249
11	123,673
12	126,146

Master's Degree - Add $1500

LAKESIDE UNION SCHOOL DISTRICT
SCHOOL PSYCHOLOGIST II
200 Work Days/8 Hours Per Day
2026-2027
Appendix "G"

Salary Schedule Effective 7/1/2026

Board Approved **TBD**

Years	Amount
1	109,823
2	112,019
3	114,259
4	116,545
5	118,875
6	121,253
7	123,678
8	126,151
9	128,675
10	131,248
11	133,873
12	136,550

Master's Degree - Add $1500

APPENDIX H

Evaluation Forms

APPENDIX I

Grievance Forms

LAKESIDE UNION SCHOOL DISTRICT

JOB DESCRIPTION

JOB TITLE: Bus Driver / Lead Grounds Keeper
REPORTS TO: Director of Maintenance, Operations and Transportation
CLASSIFICATION: Classified
DEPARTMENT: Maintenance, Operations and Transportation

BASIC FUNCTION

Under the direction of the Director of Maintenance, Operations and Transportation, safely operate a school bus to transport students to and from school, designated locations, field trips, athletic events, and other District activities while assuring the safety and proper conduct of passengers.

Perform skilled grounds maintenance and gardening work at District schools, facilities, athletic fields, and other District properties. Serve in a lead capacity for grounds-related work by assisting with the coordination and prioritization of grounds maintenance activities and providing direction and assistance to assigned personnel as directed by the MOT Director.

Operate and maintain a variety of grounds maintenance equipment and maintain lawns, athletic fields, trees, shrubs, landscaped areas, irrigation systems, walkways, and exterior areas in a safe, clean, and attractive condition.

REPRESENTATIVE DUTIES

The following duties are representative of the position. Duties may vary according to assignment, and the position may perform other related duties as assigned.

SCHOOL BUS TRANSPORTATION

- Safely operate a school bus in accordance with applicable laws, regulations, District policies, established routes, and time schedules.
- Transport students to and from designated bus stops, school sites, field trips, athletic events, and other District-approved activities.
- Conduct required pre-trip and post-trip inspections and promptly report mechanical, safety, or operational concerns.
- Maintain the assigned bus in a safe, clean, and orderly condition, including routine cleaning, fueling, and vehicle care as assigned.
- Operate a two-way radio and other approved communication equipment in accordance with District procedures.
- Supervise the loading and unloading of students and ensure students enter, ride, and exit the bus safely.
- Maintain appropriate student conduct while passengers are on the bus and report significant or recurring disciplinary concerns to appropriate District staff.
- Ensure seat belts and other required passenger-restraint systems are properly used when applicable.
- Operate wheelchair lifts, ramps, tie-down systems, and other specialized transportation equipment as assigned.
- Assist students with disabilities or special needs in boarding, riding, and exiting the bus safely and secure wheelchairs and mobility devices in accordance with established procedures.

- Monitor students with known health or medical needs and follow established emergency and first-aid procedures when necessary.
- Follow assigned student pickup and drop-off sequences and communicate route or transportation concerns to appropriate District personnel.
- Maintain required transportation records, including mileage, student counts, inspections, routing, fuel usage, and other required documentation.
- Notify appropriate District personnel of delays, emergencies, vehicle breakdowns, accidents, or other unusual circumstances.
- Assist with other transportation routes or assignments in the event of absences, breakdowns, emergencies, or operational needs.
- Maintain all licenses, certificates, medical clearances, and training requirements necessary to operate a school bus.

LEAD GROUNDS MAINTENANCE

- Perform and assist in coordinating routine and preventive grounds maintenance activities throughout the District.
- Assist the MOT Director in identifying, prioritizing, scheduling, and completing grounds maintenance needs at District sites.
- Provide work direction, assistance, and guidance to personnel assigned to grounds maintenance activities as directed.
- Assist in training assigned personnel in safe and proper grounds maintenance procedures and use of equipment, tools, and materials.
- Inspect District grounds and completed work for safety, quality, appearance, and maintenance needs and report significant concerns to the MOT Director.
- Operate riding and walk-behind mowers, edgers, trimmers, blowers, aerators, tractors, utility vehicles, and other grounds maintenance equipment.
- Mow, edge, trim, rake, cultivate, weed, fertilize, and water lawns, athletic fields, landscaped areas, flower beds, and other District grounds.
- Plant, cultivate, fertilize, water, trim, and prune trees, shrubs, flowers, ground cover, and other landscaping.
- Prepare soil and landscaped areas for planting, seeding, sod, or other improvements.
- Maintain athletic fields and play areas, including mowing, edging, grooming, leveling, marking, and preparing areas for school activities as assigned.
- Perform routine maintenance and minor repairs to irrigation systems, including sprinklers, valves, heads, lines, and related components.
- Adjust irrigation schedules and equipment to promote efficient watering and healthy landscaping.
- Apply fertilizers, herbicides, pesticides, or other landscape materials when appropriately trained, certified, and authorized, in accordance with District Integrated Pest Management procedures and applicable laws and regulations.
- Inspect, clean, maintain, and properly store grounds maintenance tools, vehicles, machinery, equipment, and materials.
- Maintain an inventory of commonly used grounds supplies and inform the MOT Director of needed materials, parts, tools, or equipment.
- Pick up litter, leaves, branches, weeds, and other debris from school grounds, parking lots, walkways, and landscaped areas.
- Sweep and clean sidewalks, entrances, exterior gathering areas, and other assigned locations.
- Haul trash, green waste, equipment, supplies, and materials as necessary.
- Assist with setup and cleanup for school, District, athletic, and community events as assigned.
- Assist maintenance and custodial personnel with projects and operational needs as assigned.
- Drive District vehicles to school sites, vendors, work locations, and other locations as necessary.
- Perform routine non-technical maintenance and minor repairs as assigned.

- Report safety, sanitary, fire, vandalism, security, irrigation, facility, and grounds hazards to appropriate personnel.
- Respond to emergency grounds, transportation, or facilities needs as directed.

OTHER DUTIES

- Attend meetings, safety programs, trainings, workshops, and in-service activities as assigned.
- Maintain required records and prepare reports related to assigned duties.
- Communicate professionally and cooperatively with students, parents, employees, administrators, vendors, contractors, and members of the public.
- Follow District safety policies and procedures and applicable federal, state, and local laws and regulations.
- Perform related duties as assigned.

The above statements are intended to describe the general nature and level of work performed by employees assigned to this classification. They are not intended to constitute an exhaustive list of all responsibilities, duties, and skills required.

EDUCATION AND EXPERIENCE

Any combination equivalent to:

- Graduation from high school or equivalent.
- Experience operating a school bus or similar passenger transportation vehicle.
- Experience in grounds maintenance, landscaping, gardening, irrigation, or a related field.
- Experience providing work direction, coordinating grounds activities, or serving in a lead capacity is desirable.

LICENSES, CERTIFICATES, AND OTHER REQUIREMENTS

Possession of and ability to maintain:

- Valid California Class B Driver License with appropriate passenger and school bus endorsements.
- Valid California Special Driver Certificate for School Bus (DL 45) or other certificate required by law.
- Valid Medical Examiner's Certificate (DL 51A or current equivalent).
- Valid First Aid and CPR certification as required for school bus drivers.
- A driving record acceptable to the District and its insurance carrier.
- All required California Highway Patrol, Department of Motor Vehicles, California Department of Education, and federal qualifications for school bus drivers.
- Appropriate certification or training for pesticide or herbicide application when required by assignment.
- District-required Integrated Pest Management training.

Incumbents must remain eligible to operate District vehicles and school buses throughout employment in this classification.

KNOWLEDGE OF

- California laws, regulations, and safety practices applicable to school bus operation and student transportation.
- Safe and defensive driving methods and techniques.
- Procedures for safely loading, unloading, supervising, and transporting students.

- Basic first aid and emergency procedures.
- Methods, materials, tools, and equipment used in grounds maintenance, landscaping, and gardening.
- Proper operation and routine maintenance of grounds maintenance machinery and equipment.
- Lawn, turf, tree, shrub, plant, and athletic field care.
- Basic irrigation systems and watering practices.
- Safe use, storage, and handling of grounds maintenance materials and chemicals.
- Integrated Pest Management principles and practices.
- Applicable health and safety regulations.
- Basic recordkeeping, inventory, and arithmetic.
- Principles of effective teamwork and work direction.

ABILITY TO

- Safely operate a school bus under a variety of road, traffic, and weather conditions.
- Exercise sound judgment and appropriate caution while transporting students.
- Maintain appropriate student behavior and passenger safety.
- Work effectively with students of varying ages, abilities, and special needs.
- Remain calm and respond appropriately during emergencies.
- Read and interpret maps, routes, schedules, written directions, safety procedures, and regulations.
- Recognize and report mechanical and safety hazards.
- Maintain accurate records and complete required reports.
- Operate grounds maintenance vehicles, machinery, power equipment, and hand tools safely and effectively.
- Perform skilled grounds maintenance and gardening work.
- Identify grounds maintenance needs and establish work priorities in coordination with the MOT Director.
- Provide work direction and assistance to assigned employees without performing formal supervisory functions unless specifically assigned.
- Perform routine irrigation maintenance and minor equipment repairs.
- Perform sustained physical labor.
- Work independently with limited supervision.
- Understand and carry out oral and written instructions.
- Organize work and use time efficiently.
- Establish and maintain cooperative and effective working relationships with those contacted in the course of work.
- Communicate effectively both orally and in writing.

WORKING CONDITIONS

ENVIRONMENT:

- Indoor and outdoor work environment.
- Driving a school bus and other District vehicles.
- Exposure to seasonal heat, cold, rain, wind, dust, dirt, pollen, fumes, odors, noise, and vibration.
- Exposure to moving vehicles, machinery, and power equipment.
- Work around students and members of the public.
- Work may occur before or after regular school hours and at various District locations.

PHYSICAL ABILITIES:

- Sitting for extended periods while operating a school bus or other vehicle.

- Dexterity of hands and fingers to operate vehicles, controls, tools, and grounds equipment.
- Hearing and speaking to exchange information and monitor student activity.
- Seeing to operate vehicles and equipment and observe students, traffic, work areas, and safety conditions.
- Standing and walking for extended periods, including over rough or uneven surfaces.
- Bending, kneeling, crouching, stooping, reaching, twisting, and climbing.
- Pushing, pulling, lifting, and carrying equipment and materials.
- Performing heavy physical labor.
- Lifting and carrying objects weighing up to approximately 60 pounds, with heavier lifting performed with assistance or appropriate equipment.
- Working at various heights as required.

HAZARDS:

- Traffic hazards associated with operating a school bus and District vehicles.
- Exposure to fumes and emissions from vehicles and equipment.
- Exposure to moving mechanical equipment, sharp tools, and power equipment.
- Exposure to grounds maintenance chemicals and materials used in accordance with applicable safety requirements.
- Potential contact with adverse weather, insects, plants, and other conditions associated with outdoor grounds work.

TERMS OF EMPLOYMENT

Salary, work year, work schedule, and other terms of employment shall be in accordance with the applicable District salary schedule, collective bargaining agreement, Board policies, and District procedures.

EVALUATION

Performance shall be evaluated in accordance with Board policies and administrative regulations and consistent with applicable collective bargaining agreements.

Lakeside Union School District
14535 Old River Road
Bakersfield, California 93311
(661) 836-6658
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An Equal Opportunity Employer