

CUSD BOARD OF TRUSTEES
July 14, 2026, Regular Board Meeting

Any materials required by law to be made available to the public can be inspected during normal business hours at...

Caliente Union School District
12400 Caliente Creek Road
Meeting Place – Piute Mtn. School - Classroom #9
6:30 p.m.

AGENDA

I. GENERAL FUNCTIONS

A. Call to order _____

B. Roll Call:

Adonae Faris	_____
Louis Varga	_____
Matthew Taylor	_____
Karina Parker	_____
Danny Moyer	_____
District Personnel Present:	
Robin Shive	_____
Leticia Alvarez	_____
Marcos Gamino	_____
James Alexander	_____

Flag Salute

II. REPORTS

- A. Parent Advisory Committee/ Parent Teacher Club- none
- B. Teacher Report – none
- C. Williams Act – none
- D. Facilities - UPK building-
- E. Water Report –
- F. Piute Mt School Report –School Newsletter
- G. Developer’s Fees as of June 28, 2026-\$83,124.22

III. PUBLIC COMMENT

The public may address the board on any matter pertaining to the school district that is not on the agenda. Unless otherwise determined by the board, each person is limited to 5 minutes.

IV. CLOSED SESSION _____ time

The board will consider and may act upon any of the following items in closed session. Any action taken will be reported publicly at the end of the closed session as required by law.

A. none

Report of Closed Session – Moved by _____ Seconded by _____ Vote: Ayes _____
Nays _____

V. CONSENT AGENDA

All items listed under the Consent Agenda 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 Agenda. The following items are recommended to be approved or ratified:

- A. Approval of Regular Minutes of June 16, 2026.
- B. Approval of Payroll and Warrant Authorization.
- C. Approval of Student Handbook to include Student Responsibilities of District Technologies, cellular phone permission from parents, and no cell phone use on campus.
- D. Approval of Meal Services Vending Agreement Contract with KCSOS #27340965
- E. Acceptance and Approval of Grant Award for Mental Health Services in the amount of \$527.
- F. Approval of Eligibility Determination for School Facilities modernization project
- G. Approval of 2026-2027 Bell Schedule
- H. Approval of Consolidated Application Support Contract #27350908

Moved by _____ Seconded by _____ Vote: Ayes _____ Nays _____

VI. BUSINESS, PERSONNEL, AND INSTRUCTION/CURRICULUM

A. Approval of Facilities Use Agreement with LIFT Approval of LIFT's application for facilities use at no cost, except for those that directly affect the district - i.e. custodial if necessary or damage.

Moved by _____ Seconded by _____ Vote: Ayes _____ Nays _____

B. Approval of contract and pricing for the School Fleet EV Charger Project through SCE and AZ Bus.

Moved by _____ Seconded by _____ Vote: Ayes _____ Nays _____

C. Acceptance of resignation of Marianne Smith beginning June 26, 2026

Moved by _____ Seconded by _____ Vote: Ayes _____ Nays _____

D. Approval to fly Teacher's Aide position

Moved by _____ Seconded by _____ Vote: Ayes _____ Nays _____

E. Approval of the following certificated staff:

Marsha Penney RSP and Reading Specialist
_____ **as TK/K Teacher**

Moved by _____ Seconded by _____ Vote: Ayes _____ Nays _____

F. Approval of Contract for Sound system with Serban Sound and Communications.

Moved by _____ Seconded by _____ Vote: Ayes _____ Nays _____

G. Approval of bus repair by Al's Fleet not to exceed \$5200

Moved by _____ Seconded by _____ Vote: Ayes _____ Nays _____

VII. BOARD MEMBER REPORT & DISCUSSION

Next Regular Board Meeting: August 11, 2026 to be held at the Classroom 9 @ 6:30 p.m.

ADJOURNMENT _____

Moved by _____ Seconded by _____ Vote: Ayes _____ Nays _____

Caliente Union School District
Board of Trustees Regular Board Meeting

MINUTES

June 16, 2026

The Meeting of the Board of Trustees of the Caliente Union School District was called to order by Adonae Faris at 6:34 p.m. in Classroom #9

Roll Call

_____	Louis Varga, Clerk	Present
_____	Matt Taylor, Member	Present
_____	Adonae Faris, President	Present
_____	Karina Parker, Representative	Present
_____	Danny Moyer, Member	Absent
<u>District</u>	Robin Shive- Superintendent	Present
_____	James Alexander- Principal Designee	Present
_____	Marcos Gamino	Absent

REPORTS:

Teacher Report -James Alexander reported that Summer Camp was successful with attendance anywhere between 14-21 students. Students are enjoying the water activities and especially like dinosaur week.

Closed Session - The Board convened in Closed Session at 6:43 to discuss Certain Personnel Matters - Classified Staff

The Board approved the classified employee who filled the cook/custodian position will be placed on a 39 month medical leave due to medical limitations. Moved by Louis Varga and seconded by Karina Parker with a unanimous vote of all present.

The Board reconvened in regular session at 6:50 pm

Consent Agenda

- A. Approval of Regular Minutes of June 9, 2026
- B. Approval of Payroll and Warrant Authorization.
- C. Approval to fly 2 classified positions: Cook/Custodian and Bus Driver/Custodian

Moved by Karina Parker seconded by Louis Varga and unanimously carried by all board members present to approve the foregoing items in the consent agenda.

Business, Personnel

A. The Board approved the 2026-2027 Proposed Budget as presented in the public hearing dated June 9, 2026. It was moved by Karina Parker and seconded by Louis Varga and unanimously carried by all board members present.

B. The Board approved the 2026-2027 Proposed LCAP as presented during the public hearing on June 9, 2026. It was moved by Louis Varga and seconded by Karina Parker and unanimously carried by all board members present.

C. The board approved the hire of Ashley Simmons-Brown as a certificated teacher. It was moved by Matt Taylor and seconded by Karina Parker and unanimously carried by all members present.

D. The Board unanimously approved the salary schedule and job description of the Teacher on Special Assignment. It was moved by Louis Vaerg and seconded by Karina Parker.

E. The Board unanimously approved the calendar and contract for the interim position of Principal Superintendent for Dr. Robin Shive. It was moved by Karina Parker and seconded by Louis Varga.

F. The Board unanimously approved hiring James Alexander as Teacher on Special Assignment. It was moved by Karina Parker and seconded by Matt Taylor.

Board Report: A. The board discussed the upcoming Ethics workshop and Matt Taylor asked the superintendent to register him for the class. The following were previously registered: : Adonae Faris, Louis Varga, and Karina Parker. The training is set for June 25 @ 5:00 in Bakersfield at the Bell Tower Building.

Adjournment Moved by Louis Varga seconded by Karina Parker and unanimously carried by all members present to adjourn at 6:50 p.m.

NOTE** Next Regular Board meeting will be on July 14, 2026 at 6:30 in **Classroom #9**.

BY: Robin Shive -Superintendent



7/14/2026

Clerk of the Board Approval

Date

Piute Mountain School — Caliente School District

Cellular Device Permission & Agreement Form

Dear Parents and Guardians,

In accordance with California's **Phone-Free Schools Act**, which requires public schools to adopt policies limiting or prohibiting student smartphone use during the school day to promote focus and student well-being, Piute Mountain School has established clear guidelines regarding cellular devices.

We recognize that many families utilize cell phones strictly for safety reasons during home-to-school transportation. To accommodate this while maintaining a distraction-free learning environment, students may bring a device to school *only* if this signed agreement is on file.

Student Policy & Rules:

- **Safety First:** Cellular devices are permitted **only** for safety and communication during home-to-school transportation.
- **Daily Surrender:** Upon entering the classroom, the student agrees to immediately surrender their cellular device to the teacher. Devices will be stored securely and returned at the end of the school day.
- **No Communication During School Hours:** Students are strictly prohibited from calling, texting, or using any digital features on their devices during school hours. Emergency communications must go through the main school office.

Parent/Guardian Permission

I give permission for my child to bring a cellular device to school. I have read and discussed the policy above with my child, and we understand that violation of these rules may result in the loss of this privilege.

Student Name (Printed): _____

Grade: _____

Parent/Guardian Name (Printed): _____

Parent/Guardian Signature: _____ **Date:** _____

Student Acknowledgement

I agree to surrender my cellular device to my teacher every day upon entering the classroom. I understand that I am not allowed to use, text, or call on my phone during school hours.

Student Signature: _____ **Date:** _____

Student Responsibility of District Technologies

Caliente School District (CSD) may provide Chromebooks or other electronic devices so students enrolled in its schools. The District understands the need for students to have access to proper learning materials. CSD loans its students' Chromebooks or other electronic devices with no deposit required and expects these Chromebooks or other electronic devices are to be returned to the District in good condition.

Chromebooks or other electronic devices that are lost, stolen, damaged, or defaced will result in a demand for payment (see table below for examples). During the time that outstanding fees remain uncollected and after due process has been afforded, grades, transcript, report cards, and other school privileges may be withheld. If payment becomes necessary, and full payment cannot be made at once, a payment plan will be offered by CSD.

This policy has been implemented to ensure that the public resources provided to the District are used efficiently and effectively and to ensure that all students have the instructional materials they need and deserve.

If you have any questions concerning Chromebooks or other electronic devices issues, please contact your school within ten (10) days of receipt of this notice. Chromebooks or other electronic devices are due when leaving the Caliente School District for TK-8th grade.

Damaged Chromebook/Devices/Chargers	Fee
Chromebook Full Replacement	\$425
Power Adapter Replacement	\$35
Chromebook Case	\$30
Keyboard Repair or Keyboard/Trackpad Replacement	\$50
Screen Replacement	\$100
Casing/Housing Replacement (<i>top section only</i>)	\$50

Report any existing damage within 48 hours of receiving the device to the your schools office.

You, as a student, are responsible for Chromebooks, or other electronic devices that are scanned under your name or assigned to you. Unresolved Chromebooks or other electronic device fines can keep you from participating in extracurricular activities.

Student Name

Students Teacher Name

Parent Signature



May 19, 2026

Caliente Union Elementary
12400 Caliente Creek Rd.
Caliente Ca 93518

RE: MEAL SERVICES VENDING AGREEMENT CONTRACT NUMBER 27340965

Dear Robin Shive,

Submitted for your signature is the above reference contracts/ agreements/ amendments.

- * Please e-sign or have the appropriate authorized person e-sign the enclosed agreement.
- * Please respond and return the executed agreement no later than 5/20/26.

For questions or concerns regarding this agreement please contact, Deanna Hunt at 661-852-5931, or dehunt@kern.org.

Sincerely,

E-SIGNED by Michael Gumapac
on 2026-05-19 09:06:37 PDT

Michael Gumapac
District Fiscal Analyst
Division of Fiscal Support

JGM:MG:af
Enc.

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

VENDING AGREEMENT
(National School Lunch Program and/or School Breakfast Program
and/or Child and Adult Care Food Program)

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

RECITALS

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

- A. Principal needs daily delivery meals to its campus(es).
- B. Contractor is able to prepare and deliver meals to Principal's campuses at Contractor's cost.
- C. This Agreement is intended to be the written agreement between the parties related to the services and/or products to be provided during the referenced term.

TERMS

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

1. Scope of Services. The nature and scope of services under this Agreement are set forth in Attachment A and are incorporated by reference into this Agreement.
2. Term. The initial term of this Agreement shall begin effective **July 1, 2026**, and shall end on **June 30, 2027**. The parties may extend Agreement beyond its initial term as mutually agreed in writing.
3. Price. Contractor shall provide all labor, equipment, materials, and supplies to furnish the services called for under this Agreement in exchange for payment on the following terms: **\$3.41** per breakfast, **\$4.99** per lunch, **\$N/A** per dinner, and **\$1.84** per snack for each item delivered. **Milk is included in pricing**. Contractor shall be paid for services satisfactorily rendered. Contractor and Principal agree that for convenience Contractor shall be paid via electronic funds transfer. Contractor is hereby authorized to transfer **\$n/a** on a monthly basis from the funds of Principal, Account Code to the County School Service Funds for services rendered pursuant to this Agreement.

13-
The parties shall renegotiate meal prices if the costs do not meet expenses incurred by Contractor.

PRINCIPAL
Caliente Union School District

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

E-SIGNED by Robin Shive
on 2026-06-15 09:54:03 PDT

E-SIGNED by Michael Gumapac
on 2026-05-19 09:06:39 PDT

By: _____
Print Name: Robin Shive
Title: Superintendent
Address: 12400 Caliente Creek Rd.
Caliente CA 93518

By: _____
Signatory Name: Michael Guampac
Title: District Fiscal Analyst
Address: 1300 17th Street, Bakersfield, CA 93301
Account Code: 13-150-0000-0-8634,00-0000-0000-00-0000-000
Account Code:

Date: June 15, 2026

Date: May 19, 2026

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

ADDITIONAL PROVISIONS OF THIS AGREEMENT

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

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

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

6. Insurance Requirements. Each party shall obtain, pay for, and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rated not less than "A-;VII" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability (including contractual, products, and completed operations coverages, bodily injury, and property damage liability) with single combined limits not less than \$1,000,000 per

occurrence, \$2,000,000 aggregate; (2) commercial automobile liability for "any auto" with combined single limits of liability not less than \$1,000,000 per occurrence; (3) professional liability (errors and omissions) with a limit of liability not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law.

Each party's policy(ies) shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change, or reduction in a party's coverage, that party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy.

Nothing in this section concerning minimum insurance requirements shall reduce a party's liability or obligations under the indemnification provisions of this Agreement.

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

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

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

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

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

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

9. Miscellaneous Provisions.

A. Entire Agreement. This Agreement, including any exhibits or schedules to which it refers, constitutes the final, complete, and exclusive statement of the terms of agreement between the parties pertaining to the subject matter of the Agreement. It supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.

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

C. Waiver. Any of the terms or conditions of this Agreement may be waived at any time by the party entitled to the benefit of the term or condition, but no such waiver shall affect or impair the right of the waiving party to require observance, performance, or satisfaction either of that term or condition as it applies on a subsequent occasion or any other term or condition of this Agreement.

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

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

F. Severability. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be invalid or unenforceable, the remainder of the

Agreement shall continue in full force and effect and shall in no way be impaired or invalidated.

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

H. Notices. Any notice under this Agreement shall be in writing, and any written notice or other document shall be deemed to have been duly given on the date of personal service on the parties or on the second business day after mailing if the document is mailed by registered or certified mail, addressed to the parties at the addresses listed on the signature page, or at the most recent address specified by the addressee through written notice under this provision. Failure to conform to the requirement that mailings be by registered or certified mail shall not defeat the effectiveness of notice actually received by the addressee.

I. Authority to Enter Into Agreement. Each party to this Agreement represents and warrants that it has the full

10. power and authority to enter into this Agreement and to carry out the transactions contemplated by it, and has taken all action necessary to authorize the execution, delivery, and performance of the Agreement.

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

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

L. Special Rules and/or Restrictions. The parties understand that funding for the referenced programs may involve special restrictions on use and/or other requirements imposed by a funding or regulatory agency. The parties agree that any such

requirements applicable to them will be fulfilled to the satisfaction of the requiring agency, including but not limited to applicable regulations relating to the overt identification of needy pupils, nutritional content of meals, and nondiscrimination. All records maintained by both parties will be open to inspection by proper federal, state, and local authorities in accordance with applicable statutes and regulations.

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

N. Contractor's Records. Contractor agrees to maintain and make available to Principal accurate books and records relative to all its activities under this Agreement. Contractor shall permit Principal to audit, examine, take excerpts, and make transcripts from such records, and to conduct audits of all invoices, materials, personnel records, or other data related to all other matters covered by this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than three years from the date of final payment under this Agreement.

**ATTACHMENT A
SCOPE OF SERVICES
KCSOS VENDING AGREEMENT
(National School Lunch Program and/or
School Breakfast Program)**

Principal shall:

1. Pay Contractor as specified in the Agreement.
2. Accept menus established by Contractor.
3. Wash all containers and leave clean containers in the designated cafeteria/kitchen area.
4. Serve the meals to clients and clean the serving and eating areas.
5. Enter order on-line for meals needed no later than n/a on the same day.
6. Give Contractor two weeks notice when sack lunches are requested.
7. Ensure that someone is at the designated delivery area each day to receive and sign for the requested meals and to verify temperature and quality. A copy of the signed transport record shall be left daily at the delivery site.
8. Comply with all pertinent laws and regulations.

Contractor shall:

1. Deliver meals to the designated cafeteria/kitchen area each school day (excluding school holidays, including minimum days), provided Principal's calendar is compatible with Contractor's calendar.
2. Utilize the most current USDA Menu Planning Option. All meals shall meet the nutritional requirements specified by the Cacfp and/or NSLP Meal Pattern.
3. Keep meal production records listing components and quantities prepared for meals served.
4. Maintain invoices of purchase of meal components.
5. Maintain an accurate daily count of the number of meals, by meal type, prepared for and delivered to Principal. A transport sheet will be provided.
6. Provide one place setting with each meal delivered.
7. Upon request, provide a copy of current health certifications for the food service facility in which the meals are prepared. Contractor shall ensure that all health and sanitation requirements of the CURFL, Chapter 4 of the California Health and Safety Code, are met at all times.
8. Comply with all pertinent laws and regulations.
9. Retain all required records.
10. Not subcontract for the total meal, with or without milk, or for assembly of the meal.

Grant Award Notification

GRANTEE NAME AND ADDRESS Robin Shive, Superintendent Caliente Union Elementary 12400 Caliente Creek Road Caliente, CA 93518-2851			CDE GRANT NUMBER				
			FY	PCA	Service Location	Suffix	
			25	15197	63388	5A	
Attention Robin Shive, Superintendent			INDEX		County Code		
Email rshive@calienteschooldistrict.org			0663		15		
Telephone (661) 867-2301			STANDARDIZED ACCOUNT CODE STRUCTURE				
Grantee Unique Entity ID (UEI) R5NMKBCCRL98			Resource Code		Revenue Object Code		
Program Office Mental Health ADA Region Group: 5A.08			3327		8182		
Name of Grant Program 2025–26 Mental Health Average Daily Attendance (MHADA)							
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date	
	\$527		\$527		07/01/2025	09/30/2027	
ALN	Federal Award ID Number	Federal Grant Name			Federal Agency		
84.027A	H027A250116	Individuals with Disabilities Education Act Part B, Section 611			United States Department of Education		

I am pleased to inform you that you have been funded for the MHADA Grant.

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

By e-signing this document, your organization is voluntarily agreeing to conduct business with the California Department of Education (CDE) electronically. If you do not wish to do so, please immediately contact the MHADA Team at the email address below to discuss other signing options.

Please email the signed Grant Award Notification (AO-400) to the Team at MHADA@cde.ca.gov.

California Department of Education Contact Emily Bunnell		Job Title Education Programs Consultant	
E-mail Address MHADA@cde.ca.gov		Telephone 916-327-3536	
Authorized by the State Superintendent of Public Instruction or Designee 		Date April 17, 2026	
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS			
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both, and I agree to comply with all requirements as a condition of funding. On behalf of the grantee named above, I certify that the organization intends that this and future transactions be completed by electronic means, and any electronic signature is intended to be as binding as a physical signature.</i>			
Printed Name of Authorized Agent		Title	
E-mail Address		Telephone	
Signature ▶		Date	

Federally Funded Requirements

The grantee must comply with the Cash Management requirements that pertain to the *Code of Federal Regulations (CFR)*, Title 2, sections 200.302 and 200.305. Grantees of advanced federal funds must calculate and report interest on a quarterly basis to the CDE at cashmanagement@cde.ca.gov and, at least annually, remit any interest earned greater than \$500 per year. Additional information is available on the CDE Interest Earned on Federal Funds web page at <https://www.cde.ca.gov/fg/ac/co/intfedfunds.asp>. Contact cashmanagement@cde.ca.gov if you have any questions.

Conditions of the Grant Award

1. This grant was awarded to the CDE by the U.S. Department of Education (ED). This program is authorized under the Individuals with Disabilities Education Act (IDEA), Part B, Section 611, as amended on December 3, 2004, and codified under Public Law (PL) 108–446, 20 *United States Code* 1400 et seq. Implementing regulations for this program are in 34 *CFR* Part 300. This grant shall be administered in accordance with the provisions of the IDEA.
2. IDEA Part B funds are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards codified in 2 *CFR* Part 200 and commonly referred to as the Uniform Guidance. The Uniform Guidance provisions in 2 *CFR* Part 200 replace provisions previously found in the Education Department General Administrative Regulations, or EDGAR, in 34 *CFR* Parts 74 and 80 and prior Office of Management and Budget Circulars A-87 and A-133.
3. General assurances and certifications are required for grants supported by federal funds and are hereby incorporated by reference. The CDE has agreed to accept the assurances your agency currently provides in the Consolidated Application. Information about the general assurances and certifications are available on the CDE 2025–26 General Assurances web page at <https://www.cde.ca.gov/fg/fo/fm/generalassurances2025-26.asp>.
4. The grantee must sign and complete the Certification of Acceptance of Grant Requirements section of the AO-400 form, which certifies the grantee accepts and agrees to the conditions of the grant. The grantee must return the signed AO-400 to the CDE.
5. Acceptance of IDEA funds requires the grantee to complete and submit the following IDEA fiscal reports: Maintenance of Effort, per 34 *CFR* 300.203 (b–d), and Excess Cost, per 34 *CFR* 300.16. References listed above are available on the ED IDEA web pages at <https://sites.ed.gov/idea/regs/b/c/300.203> and <https://sites.ed.gov/idea/regs/b/a/300.16>.
6. Note that payments are made on a reimbursement basis. In order to request reimbursement, the grantee must complete and return the Special Education Federal Grant: Expenditure Report MHADA Allocation. For more information on expenditure documentation, please refer to the detailed resources and forms on the CDE MHADA web page at <https://cde.ca.gov/sp/se/as/mhada.asp>. Note that grantees must maintain and have available documentation with sufficient detail to enable the CDE to establish a link between the services claimed and each student's Individualized Education Program. This backup documentation must be provided upon request.

The Funding Profile for the MHADA Allocation Grant is available on the CDE MHADA Projected Funding Profile (ID 7469) web page at <https://www.cde.ca.gov/fg/fo/profile.asp?id=7469&reclD=7469>.

Ensure these funds are appropriately reported by using the Standardized Account Code Structure (SACS) indicated on this award. The PCA/Resource Detail is available on the CDE SACS Query

web page at <https://www2.cde.ca.gov/sacsquery/pcadetail.asp?pca=15197&resourcecode=3327>. All approved project funds must be expended within the designated award period.

Note: The Federal Cash Management Improvement Act of 1990 was enacted by PL 101–453 and codified at 31 *United States Code* sections 3335, 6501, and 6503. The implementing regulations are provided in 31 *CFR* Part 205. In accordance with 31 *CFR* Part 205.10, the CDE grant allocations must be limited to the actual, immediate cash requirements of the grantee.

7. Upon completion of grant conditions 3 through 6, the initial payment will be processed up to the actual expenditures reported and approved by the CDE.
8. For the Final Expenditure Report, the grantee must report any indirect costs for the grant award period. Total indirect costs must not exceed the negotiated, approved, federally recognized indirect cost rate (ICR) for agency-wide and general management costs according to *CFR* Part 200.331(a)(4). The CDE-approved rates for LEAs are available on the CDE ICR web page at <https://www.cde.ca.gov/fq/ac/ic/>.
9. The grantee must complete and submit the Final Expenditure Report to MHADA@cde.ca.gov no later than **October 10, 2027**, in order to meet end-of-year federal reporting and payment deadlines. If October 10 falls on a weekend, the Final Expenditure Report will be due on the following Monday. Upon receipt of these documents, up to 100 percent of the grant will be reimbursed.
10. Under the False Claims Act, each recipient awarded funds under the IDEA shall promptly refer to the ED Office of Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, subcontractor, sub-recipient, or other person has submitted a false claim or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. Information is available on the OIG Hotline Fraud Prevention web page at <https://oig.ed.gov/oig-hotline>.
11. Under authority of the CDE, if your agency is identified as noncompliant, special conditions may be imposed. The State Superintendent of Public Instruction may authorize the CDE to withhold partial or total funding. Agencies with sanctions will receive notification of special conditions. No payments will be released to agencies with special conditions until the CDE receives written notification from the agency agreeing to the special conditions.

If you have any questions regarding this grant, please contact the MHADA Team at MHADA@cde.ca.gov. Please include the Fiscal Year, Region Group number (RG#, found in the Program Office line of this Grant Award Notification), Grantee Name, and Document name in the subject line of emails sent to the MHADA Team (example: FY-RG# LEA Unified–Grant Award Notification).

If you have questions regarding payment status, please contact the Special Education Division's Fiscal Payments I Unit at SEDgrants@cde.ca.gov. Please include the CDE Grant Number (found at the top of this Grant Award Notification), LEA name, and subject in the subject line (example: FY-PCA-Service Location-Suffix LEA Name–Subject).

cc: Business Fiscal Officer
Special Education Director

SCHOOL DISTRICT Caliente Union ESD	FIVE-DIGIT DISTRICT CODE NUMBER (SEE CALIFORNIA PUBLIC SCHOOL DIRECTORY) 63388
BUSINESS ADDRESS 12400 Caliente Creek Rd.	HIGH SCHOOL ATTENDANCE AREA (HSAA) OR SUPER HSAA (IF APPLICABLE) N/A
CITY/COUNTY Caliente / Kern	

Part I – District Representative Information

The following individual(s) have been designated as district representative(s) by school board minutes or the designee of the Superintendent of Public Instruction:

DISTRICT REPRESENTATIVE Dr. Robin Shive	TELEPHONE NUMBER (661) 867-2301	E-MAIL ADDRESS rshive@calienteschooldistrict.org
DISTRICT REPRESENTATIVE	TELEPHONE NUMBER	E-MAIL ADDRESS

Part II – New Construction Eligibility Determination NEW ADJUSTED

	K-6	7-8	9-12	Non-Severe	Severe
1. Projected Enrollment (Part I, Form SAB 50-01)	0	0	0	0	0
2. Existing School Building Capacity (Part III, Line 3 of Form SAB 50-02)	0	0	0	0	0
3. New Construction Baseline Eligibility (Line 1 minus Line 2)	0	0	0	0	0

Part III – Modernization Eligibility Determination NEW ADJUSTED

1. School Name **Piute Mountain ES - Option ___**

Option A	K-6	7-8	9-12	Non-Severe	Severe
2. Permanent classrooms at least 25 years old*	4	0	0	0	0
3. Portable classrooms at least 20 years old*	2	2	0	0	0
4. Total (Lines 2 and 3)	6	2	0	0	0
5. Multiply Line 4 by: 25 for K-6, 27 for 7-8 and 9-12, 13 for Non-Severe and 9 for Severe	150	54	0	0	0
6. Enter enrollment year (yy/yy) ^{25/26} and CBEDS enrollment at school site	38	9	0	0	0
7. Modernization Eligibility (lesser of each column of Lines 5 or 6)	38	9	0	0	0

Option B	K-6	7-8	9-12	Non-Severe	Severe
2. Permanent space at least 25 years old* (report by classroom or square footage)	4				
3. Portable space at least 20 years old*	4				
4. Total (Lines 2 and 3)	8				
5. Remaining permanent and portable space (report by classroom or square footage)	0				
6. Total (Lines 4 and 5)	8				
7. Percentage (divide Line 4 by Line 6)	100.00%				

8. Enter enrollment year (yy/yy) ^{25/26} and CBEDS enrollment at school site	38	9	0	0	0
9. Modernization Eligibility (multiply Line 7 by each grade group reported on Line 8)	38	9	0	0	0

I certify, as the District Representative, that the information reported on this form is true and correct and that:

- I am designated as an authorized district representative by the governing board of the district or the designee of the Superintendent of Public Instruction; and,
- This site is located on a military installation that is a recipient of a federal grant for facilities modernization that requires a local matching share*; and,
- A resolution or other appropriate documentation supporting this application under Chapter 12.5, Part 10, Division 1, commencing with Section 17070.10, et seq., of the Education Code was adopted by the School District's Governing Board or the designee of the Superintendent of Public Instruction on _____; and,
- This form is an exact duplicate (verbatim) of the form provided by Office of Public School Construction. In the event a conflict should exist, then the language in the OPSC form will prevail.

SIGNATURE OF DISTRICT REPRESENTATIVE	DATE
NAME OF DISTRICT REPRESENTATIVE (PRINT OR TYPE)	E-MAIL ADDRESS
	TELEPHONE

**ELIGIBILITY DETERMINATION
SCHOOL FACILITY PROGRAM**

SAB 50-03 (Rev. 03/25)

GENERAL INFORMATION

This form is used by the School District to calculate the district's eligibility for new construction and modernization funding under the School Facility Program (SFP). The business address entered on the application should be the location that the school district wishes the Office of Public School Construction (OPSC) to mail all correspondence regarding this application.

Part I

Complete to designate or change the authorized district representative and/or alternate. Should this be the case, complete the school district information, identify the district representative(s) in Part I and complete the district certification information at the bottom of the form, including the date the district's governing board took appropriate action.

Part II

Complete for new construction baseline eligibility determination. This part is also used to request an adjustment to an approved new construction baseline eligibility as a result of subdivisions (f), (k) and (l) of Section 1859.51 due to either errors or omissions of information submitted by the district when it requested the initial baseline eligibility, because of a reorganization election that has changed the classroom inventory of the district or to change the classroom inventory that was reported at the time the district requested its initial determination of existing school building capacity as a result of special day class loading. The following documentation is necessary to determine new construction baseline eligibility and must be submitted with this form:

- A completed Form SAB 50-01 based on the latest enrollment data.
- A completed Form SAB 50-02.

Part III

Complete for modernization baseline eligibility determination at a specific site. Districts must be able to provide a drawing of the site where eligibility for modernization is generated with its request for an eligibility determination. The drawing must identify all permanent and portable classrooms on the site and their ages. If the district intends to use the square footage method in Option B, the drawings must also identify the square footage of all facilities on the site.

Part III is also used to request an adjustment to the approved baseline eligibility at a specific site as a result of subdivisions (c), (d), (e), (g), (i), and (k) of Section 1859.61 due to one or more of the following:

- an increase in enrollment,
- additional facilities becoming at least 20/25 years old,
- additional facilities on a site located on a military installation* becoming at least 10 years old,
- facilities becoming eligible for an additional modernization apportionment, for permanent school buildings every 25 years after the date of its previous apportionment or for portable classrooms every 20 years after the date of its previous apportionment,
- facilities located on a military installation* where the school district is a recipient of a federal grant on the site for facilities modernization that requires a local matching share become eligible for an additional

- modernization apportionment, for permanent school buildings every 10 years after the date of its previous apportionment or for portable classrooms 10 years after the date of its previous apportionment,
- because of errors or omissions of information submitted by the district when it requested the initial baseline eligibility for the site, or
- to change the classroom inventory that was reported at the time the district requested its initial determination of existing school building capacity as a result of special day class loading,
- a replacement of a facility that was previously deemed eligible for modernization but subsequently replaced in a project funded with local funds with no participation from the State. The district should submit a site diagram indicating the replaced facilities and a copy of the contract for construction or acquisition of facilities.

The following documentation is necessary (if not previously submitted to the OPSC) to determine modernization baseline eligibility and must be submitted with this form (as appropriate):

- Site diagram of school where modernization funding is requested. The diagram must indicate the ages and number of all permanent and portable classrooms on the site in accordance with the gross classroom inventory as provided by Section 1859.31.
- If the modernization eligibility will be determined by Option B, the site drawings must also include square footage and/or dimensions of all buildings on the site.

It is not necessary to complete Part III if the district is only requesting funding for new construction and it is not necessary to complete Part II if the district is only requesting funding for modernization.

A district may request that eligibility for new construction or modernization be reviewed and approved by the Board pursuant to Section 1859.20 prior to submitting Form SAB 50-04 to the Board.

For a list of the documents that must be submitted in order for the OPSC to deem an eligibility request for new construction or modernization complete and ready for OPSC processing, consult the OPSC Web site at www.dgs.ca.gov/opsc.

SPECIFIC INSTRUCTIONS**Part I – District Representative Information**

Enter the name(s) of district employee(s) that can act on behalf of the district's board. A consultant who is on contract with the district to communicate with the OPSC on behalf of the district's board may be listed. The designee of the Superintendent of Public Instruction shall file modernization applications on behalf of the California Schools for the Deaf and Blind.

Part II – New Construction Eligibility Determination

Indicate if this request is for a new or adjusted eligibility determination. Enter the district-wide information unless filing on a High School Attendance Area (HSAA) or Super HSAA basis. The enrollment projection and the existing school building capacity data are obtained from information reported and determined on the Form SAB 50-01 and the Form SAB 50-02. Once the OPSC has verified the information provided on these forms, it will automatically be

ELIGIBILITY DETERMINATION SCHOOL FACILITY PROGRAM

SAB 50-03 (Rev. 03/25)

transferred to this form to determine the district's eligibility for new construction. The district may manually enter the information from these forms and compute its eligibility; however, it may be adjusted by the OPSC based on verification of Form SAB 50-01 and Form SAB 50-02.

1. Enter either the fifth-year or the tenth-year projected enrollment as shown in Part I of Form SAB 50-01 for grades K–6, 7–8, 9–12 and for the total of non-severe and severe special day class (SDC) projected enrollment.
2. Enter the amounts on Form SAB 50-02, Part III, line 3 for grades K–6, 7–8, 9–12, non-severe and severe.
3. New construction eligibility (i.e., the "baseline eligibility") is determined by subtracting the existing school building capacity (line 2) from the projected five year enrollment (line 1). Report negative numbers in brackets.

Adjustments to the district's new construction baseline eligibility will be made by the OPSC pursuant to Section 1859.51. Contact your project manager at the OPSC for the adjusted baseline eligibility for future request for new construction grants.

Part III – Modernization Eligibility Determination

Modernization eligibility is calculated based on information at a specific site when modernization SFP grants are requested within the district. Therefore, completion of Form SAB 50-01 and Form SAB 50-02 are not needed to determine eligibility for modernization funding. Since the eligibility is site specific, the district must submit a separate Form SAB 50-03 for each site for which it is requesting modernization funding. Indicate if this request is for new baseline eligibility determination or for an adjustment to an approved baseline eligibility as a result of Section 1859.61.

The district may use one of two options to calculate its modernization eligibility at a specific site within the district. The district may select only one option at a time to calculate its modernization eligibility at any given school site. The district may switch options at a later date, if it results in a net gain in eligibility at the site, regardless of whether a funding application has been submitted. Hence, for purposes of adjusting modernization eligibility to include non-classroom buildings previously modernized under the Lease-Purchase Program, a district may switch options for the purposes of obtaining additional modernization apportionments as provided by Section 1859.78.8. To assure timely processing of the application, districts must provide a drawing of the site (if not previously submitted to the OPSC) where modernization funds are generated with the eligibility request to the OPSC. The drawing must identify all permanent and portable classrooms and their ages on the site. If the square footage of Option B is selected, the drawings must also identify the square footages of all facilities on the site. For purposes of determining the age of the building for modernization funding, the 25/20 year period shall begin 12 months after the plans for the building were approved by the Division of the State Architect (DSA); or in the case of permanent or portable classrooms previously modernized with State funds, which are eligible for an additional apportionment, the 25/20 year period shall begin on the date of its previous modernization apportionment. For purposes of determining the age of buildings located on a military installation*, the

10 year period shall begin 12 months after the plans for the building were approved by the DSA; or in the case of permanent or portable classrooms previously modernized with State funds, which are eligible for an apportionment, the 10 year period shall begin on the date of its previous modernization apportionment. Any drawing that includes classrooms eligible for an additional apportionment pursuant to Section 1859.78.8 should specify both the date the classroom's plans were originally approved by the DSA and the date of its previous modernization apportionment.

1. Enter the school site name from the California Public School Directory published by the California Department of Education.

Option A

2. Enter the number of permanent classrooms by grade level at the school site that would have been included in the Gross Classroom Inventory pursuant to Section 1859.31 that are at least 25 years old and include any permanent classrooms not previously reported that have become at least 25 years old, or if the classrooms are located on a military installation*, enter the number of permanent classrooms by grade level that are at least 10 years old and include any permanent classrooms not previously reported that have become at least 10 years old. If the school is a 6–8 middle school only, then report all classrooms at the 7–8 grade level. If this request is to adjust the classrooms reported for non-severe or severe pupil loading, the total classrooms reported must be equal to the classrooms reported at the time of the district request for initial modernization baseline eligibility. In no event may the number of classrooms reported for non-severe or severe pupils exceed the number of classrooms needed to house non-severe and severe pupils as reported on line 6 using loading standards of 13 for non-severe and 9 for severe classrooms. For purposes of the California Schools for the Deaf and Blind, the loading standard for these severe pupils shall be 9.
3. Enter the total number of portable classrooms by grade level at the school site that would have been included in the Gross Classroom Inventory pursuant to Section 1859.31 that are at least 20 years old and include any portable classrooms not previously reported that have become at least 20 years old, or if the classrooms are located on a military installation*, enter the number of portable classrooms by grade level that are at least 10 years old and include any portable classrooms not previously reported that have become at least 10 years old. If the school is a 6-8 middle school only, then report all classrooms at the 7–8 grade level. If this request is to adjust the classrooms reported for non-severe or severe pupil loading, the total classrooms reported must be equal to the classrooms reported at the time of the district request for initial modernization baseline eligibility. In no event may the number of classrooms reported for non-severe or severe pupils exceed the number of classrooms needed to house non-severe and severe pupils as reported on line 6 using loading standards of 13 for non-severe and 9 for severe classrooms.
4. Add lines 2 and 3 by the grades shown.
5. Multiply line 4 by 25 for K–6, 27 for 7–8 and 9–12, 13 for non-severe and 9 for severe.
6. Enter the latest California Basic Educational Data Systems (CBEDS) enrollment data and year for the school site identified as it would

**ELIGIBILITY DETERMINATION
SCHOOL FACILITY PROGRAM**

SAB 50-03 (Rev. 03/25)

- have been reported utilizing the criteria in Parts A, C and D of Form SAB 50-01. Report continuation high pupils as 9–12. If the school is a 6–8 middle school only, report 6th graders as 7–8.
7. Modernization eligibility (i.e., the baseline eligibility) is the lesser of each column of lines 5 or 6.

Option B

2. Enter the total number of permanent classrooms at the school site that would have been included in the Gross Classroom Inventory pursuant to Section 1859.31 or all permanent square footage at the site that is at least 25 years old.
3. Enter the total number of portable classrooms at the school site that would have been included in the Gross Classroom Inventory pursuant to Section 1859.31 or all portable square footage at the site that is at least 20 years old pursuant to Section 1859.60.
4. Add lines 2 and 3.
5. Enter the remaining number of permanent and portable classrooms at the school site that would have been included in the Gross Classroom Inventory pursuant to Section 1859.31 or all remaining permanent or portable space that is under 25/20 years old.
6. Add lines 4 and 5.
7. Determine the percentage of space on the site that is at least 25/20 years old by (1) dividing line 4 by line 6, (2) round to four decimal places, and (3) then convert to a percentage with two decimal places. For spaces located on military installations*, determine the

percentage of space that is at least 10 years old by (1) dividing line 4 by line 6, (2) round to four decimal places, and (3) then convert to a percentage with two decimal places.

8. Enter the latest CBEDS enrollment data and year for each grade group at the school site identified as it would have been reported utilizing the criteria in Parts A, C and D of Form SAB 50-01. Report continuation high pupils as 9–12. If the school is a 6–8 middle school only, report 6th graders as 7–8.
9. Modernization eligibility (i.e., the baseline eligibility) is determined by multiplying line 7 by each grade group reported in line 8. Round up.

Adjustments to the District's modernization baseline eligibility will be made pursuant to Section 1859.61. These adjustments will be made by the OPSC. Contact your project manager at OPSC for the adjusted baseline eligibility for future requests for modernization grants at the specific site.

*For purposes of this Form SAB 50-03, any classrooms or spaces referred to as on military installations, must meet the criteria pursuant to Section 1859.60(c) and (d), wherein the site is a recipient of a federal grant for facilities modernization that requires a local matching share. The District Representative must check the box in the certification section of this application if this site is located on a military installation and meets these criteria.



June 29, 2026

Caliente Union Elementary
12400 Caliente Creek Road
Caliente, Ca 93518

**RE: 2026-27 CONSOLIDATED APPLICATION SUPPORT CALIENTE UNION
SCHOOL DISTRICT CONTRACT NUMBER 27350908**

Dear Robin Shive,

Submitted for your signature is the above reference contracts/ agreements/ amendments.

- * Please e-sign or have the appropriate authorized person e-sign the enclosed agreement.
- * Please respond and return the executed agreement no later than 7/30/2026.

For questions or concerns regarding this agreement please contact, Corey Eby at 661-636-4627, or coeby@kern.org.

Sincerely,

E-SIGNED by Michael Gumapac
on 2026-06-29 11:03:32 PDT

Michael Gumapac
District Fiscal Analyst
Division of Fiscal Support

JGM:MG:za
Enc.

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

**KCSOS SERVICE PROVIDER AGREEMENT
(Consolidated Application Assistance)**

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

RECITALS

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

- A. County Superintendent is qualified and has recent successful experience providing Consolidated Application assistance.
- B. Superintendent has requested mutually agreed upon Consolidated Application assistance.
- C. This Agreement is intended to be the written agreement between the parties related to the services and/or products to be provided during the referenced term.

TERMS

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

- 1. Scope of Services. Contractor will assist Principal/Superintendent in preparing the Consolidated Application.
- 2. Term. The initial term of this Agreement shall begin effective July 1, 2026 and shall end on June 30, 2027.. The parties may extend the Agreement beyond its initial term as mutually agreed in writing.
- 3. Price. Contractor shall provide all labor, equipment, materials, and supplies to furnish the services called for under this Agreement in exchange for payment in the amount of **\$600.00 flat fee**. Payment will be in the form of a fund transfer and will occur on **December 1, 2026**.

Account line charged will be: 01-3010-0-5800.00-0000-1000

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

PRINCIPAL
Caliente Union School District

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

E-SIGNED by Robin Shive
on 2026-06-29 15:20:41 PDT

E-SIGNED by Michael Gumapac
on 2026-06-29 11:03:35 PDT

By: _____
Print Name: Robin Shive
Title: Superintendent
Address: 12400 Caliente Creek Road
Caliente, CA 93518

By: _____
Signatory Name: Michael Gumapac
Title: District Fiscal Analyst
Address: 1300 17th Street, Bakersfield, CA 93301
Account Code: 01-006-0000-0-8677.00-0000-0000-00-0000-000
Account Code:

Date: June 29, 2026

Date: June 29, 2026

ADDITIONAL PROVISIONS OF THIS AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

9. Miscellaneous Provisions.

A. Entire Agreement. This Agreement, including any exhibits or schedules to which it refers, constitutes the final, complete, and exclusive statement of the terms of agreement between the parties pertaining to the subject matter of the Agreement. It supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.

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

C. Waiver. Any of the terms or conditions of this Agreement may be waived at any time by the party entitled to the benefit of the term or condition, but no such waiver shall affect or impair the right of the waiving party to require observance, performance, or satisfaction either of that term or condition as it applies on a subsequent occasion or any other term or condition of this Agreement.

BELL SCHEDULE BY GRADE SPANS

2026-2027

PreK-K MACIAS	1 st -3 rd PENNEY	LEARNING CENTER PENNEY	4 th -5 th SIMMONS	6 th -8 TH ALEXANDER	Lovett Student Matters
7:00-8:15 ELOP- Ms. Penney	7:00-8:15 ELOP Ms. Penney		7:00-8:15 ELOP Ms. Penney	7:00-8:15 ELOP Ms. Penney	CICO- Caffee PBIS
8:15- BREAKFAST	8:15 BREAKFAST		8:15- BREAKFAST ©	8:15-BREAKFAST	PBIS
8:30 MATH	8:30 MATH		8:30 MATH	8:30 MATH	PBIS
9:35 RECESS	9:55 RECESS		9:55 RECESS ©	9:55 RECESS	PBIS
9:50 ELA	10:10 ELA		10:10 11:20 ELA	10:10 11:25 ELA	PBIS
10:50 LUNCH	10:55 LUNCH		11:25 LUNCH	11:30 LUNCH	PBIS
11:10 LUNCH RECESS	11:10 RECESS		11:45 LUNCH RECESS	11:45 LUNCH RECESS	PBIS
TK/K Aide	MACIAS	PENNEY	SIMMONS	ALEXANDER	Lovett
11:25 TK/UPK Students dismiss ELOP rest /home	11:25 ELA with Kindergarten	IEP/Intervention	*12:00 INTERVENTION	*12:00 INTERVENTION	Lunch Duty
11:55 ELOP centers	11:55 INTERVENTION	IEP/Intervention	12:50 SOCIAL STUDIES	12:50 SOCIAL STUDIES	Lunch Break
12:45 ELOP Outdoor Play	*12:30 SOCIAL STUDIES	IEP/Intervention	1:40 SCIENCE	1:40 SCIENCE	PBIS
1:15 SCIENCE	1:15 SCIENCE	IEP/Intervention	2:15 PE	Office	2:15 PE
2:00 ART/PE	2:00 Art/PE	IEP/Intervention		Office	
2:45 Clubs	Homework Club	Intervention	2:45 Elective	Office	Elective
3:30 Bus depart	3:30 Bus depart	3:30 Bus depart	3:30 Bus depart	3:30 Bus depart	
	3:30-4:30 Homework Club/ELOP	3:30-4:30 Homework K-3 Club/ELOP	3:30-4:30 Homework Club/ELOP	3:30-4:30 Homework 4-8 Club/ELOP	
*FRIDAY 1:00 DISMISSAL	*FRIDAY 1:00 DISMISSAL	*FRIDAY 1:00 DISMISSAL	*FRIDAY 1:00 DISMISSAL	*FRIDAY 1:00 DISMISSAL	
NO GROUPS	NO GROUPS	NO GROUPS	NO GROUPS	NO GROUPS	
12:10 SOCIAL STUDIES			12:10 SOCIAL STUDIES	12:10 SOCIAL STUDIES	
12:30 SCIENCE			12:30 SCIENCE	12:30 SCIENCE	

1:00 LEAVE CLASS FOR BUS			1:00 LEAVE CLASS FOR BUS	1:00 LEAVE CLASS FOR BUS	
1:10-1:50	Meet with Aide	Meet with Aide	Meet with Aide	Meet with Aide	
1:00-4:00 Enrichment with parent pick up	1:00-4:00 Enrichment with parent pick up	1:00-4:00 Enrichment with parent pick up	1:00-4:00 Enrichment with parent pick up	1:00-4:00 Enrichment with parent pick up	

Shive – 2 days a week – Superintendent

CALIENTE UNION SCHOOL DISTRICT
12400 Caliente Creek Rd
Caliente, CA 93518
(661)867-2501

Facility Use Application/Permit
FORM MUST BE TURNED IN A MINIMUM OF 10 DAYS PRIOR TO THE EVENT

Name of organization or group making request:

(Please print)

Living in Faith Together (LIFT)

Property desired (check one): Gymnasium Cafeteria Classroom

Dates desired: 9-28, 10-4, 10-23, 11-3, 11-12
Room request (check needs): Cafeteria Classroom Multipurpose Activity Center Restrooms

Approximate size of group: 25-40 Facility to be used for: KIDS CLUB

****Cleaning Deposit required on all facility rentals, due with application****

Equipment needs (check as needed): Equipment Tables Chairs

PA System Screen Tables # Chairs #

* The use of the kitchen requires a district cafeteria permit.

Any group or individual requesting the use of the cafeteria, kitchen or other school facilities must have liability insurance for each occurrence. A Certificate of insurance must be attached to each application for use of school facilities. The policy endorsement and certificate must show the school district as an additional insured with respect to liability arising from use of district facilities and that even in a contract, the school district's liability limits reduced during the scheduled use.

The undersigned accepts the responsibility of returning to the School District the requested property in which it was when placed in your possession. In the event it is judged not to be in that condition, the undersigned will restore it to that condition.

In accordance with Education Code Sections 15740 and 15741, the following statement is given:

The undersigned states that to the best of his/her knowledge, the school property for use of which application is being made is not being used in violation of any act intended to further any program or movement the purpose of which is to obstruct or interfere with the United States by force, violence or other unlawful means.

I, the undersigned, LIFT (Please print name and address)

Organization on whose behalf I am making application for use of school property, does not have the purpose, intent, or effect of obstructing or interfering with the Government of the United States, or of the State of California by force, violence, or other unlawful means. To the best of my knowledge, it is not a communist-action organization or a communist front or an entity required by the laws of the United States. This statement is made under the penalty of perjury.

Date of Application: _____ Signature: _____
(Print Name)

Caliente Union School District has the right to refuse occupancy at their discretion according to BPP 130

Signature: _____
Date: _____

District Use Only

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

BLANKET ADDITIONAL INSURED ENDORSEMENT

Section II – Who Is An Insured is amended to include as an insured any person, entity or organization that is:

1. A franchisor under a franchise agreement with the Named Insured as franchisee relating to “your work”; or
2. A licensor under a license agreement with the Named Insured as licensee relating to “your work”; or
3. A co-owner with the Named Insured in premises used for “your work”; or
4. A majority owner with a controlling interest in the Named Insured but only with respect to liability arising out of such owner’s (i) financial or operational control of the Named Insured; or (ii) ownership, maintenance or use of premises leased or occupied by the Named Insured for purposes of “your work”; or
5. A mortgagee, assignee or receiver of the Named Insured relating to “your work”; or
6. A lessor, or an agent of a lessor, under a lease agreement with the Named Insured as lessee relating to “your work”; or
7. A grantor of a permit to the Named Insured as permittee relating to “your work”.
However, if the grantor of a permit is a federal, state or local government or political subdivision, there is coverage under this endorsement only for liability arising from:
 - a. The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
 - b. The construction, erection or removal of elevators; or
 - c. The ownership, maintenance or use of any elevators covered by this insurance; or
8. A lessor of equipment leased to the Named Insured relating to “your work”; or
9. A contributor, benefactor, or supporter who provides financial assistance to the Named Insured in connection with “your work”;

but only to the extent the Named Insured is required to add such person, entity or organization as an additional insured to this policy under a written contract, written permit or written agreement relating to “your work”.

Such person, entity or organization is an insured only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” that is caused, in whole or in part by your acts or omissions or the acts or omissions of those acting on your behalf in connection with “your work” while such written contract, written permit or written agreement is in effect.

EXCLUSIONS

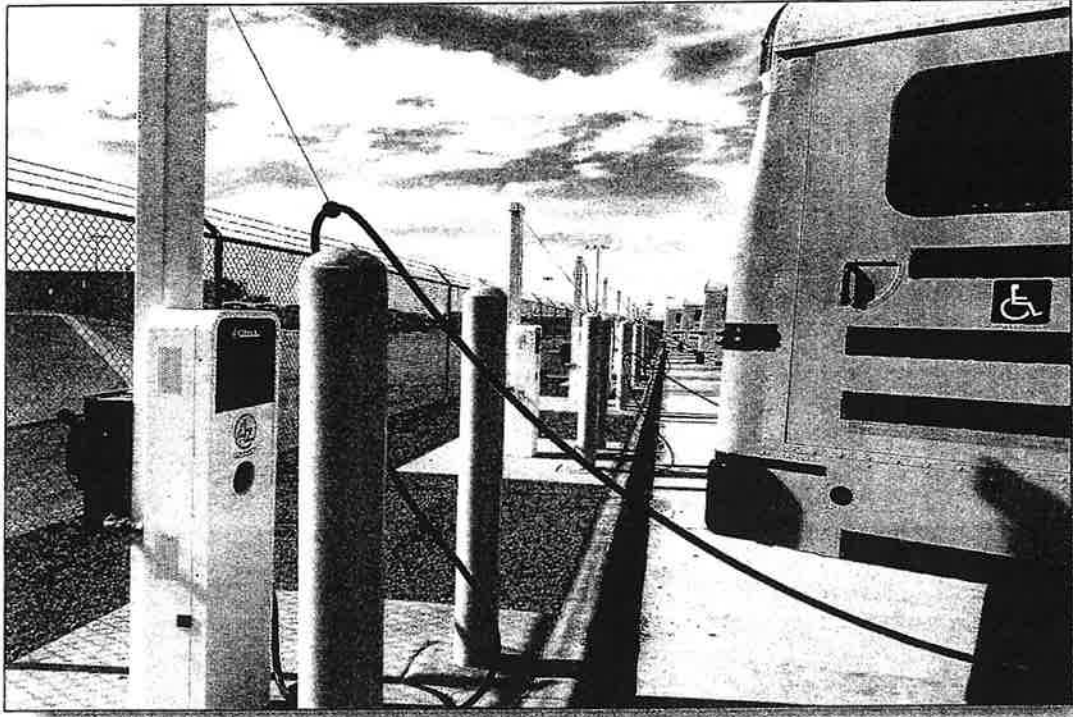
There is no coverage under this endorsement for loss or expense, including but not limited to the cost of defense for “bodily injury”, “property damage” or “personal and advertising injury”:

1. That occurs after all of “your work”, including materials, parts or equipment furnished in connection with “your work” and performed under a written contract, written permit or written agreement has ended; or
When that portion of “your work” out of which the “bodily injury”, “property damage” or “personal and advertising injury” arises and performed under a written contract, written permit or written agreement has been put to its intended use by any person(s) or organization(s);
whichever occurs first.
2. Arising directly or indirectly from construction or demolition operations of any kind performed by you.
3. Caused or alleged to be caused by the sole negligence of an additional insured under this endorsement.
4. Arising out of “your work” performed for a federal, state or local government or political subdivision under a written permit.
5. Included within the “products-completed operations hazard”.

CONDITIONS

Coverage provided by this endorsement will be excess over any insurance available to any additional insured under this endorsement unless a written contract, written permit or written agreement specifically requires that coverage under this endorsement is primary.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.



Caliente School District

School Fleet EV Charger Project

6/4/2026

Joe Ficalora
jFicalora@A-Zbus.com
(909) 522 - 0286

Proposal Number: CalScho_JF_64.26.

Date: 6/4/2026

To: Clancy McCay

Project Name: School Fleet EV Charger Project

A-Z Connect.net, the EV Infrastructure Division of A-Z Bus Sales, is pleased to offer the following proposal for your school bus electrification project. As construction projects often span many months, can be influenced by multiple jurisdictions, and differ drastically from a bus purchase project. Please take the time to review the terms, conditions, exemptions, and the scope and prices of the proposal. Please feel free to contact me by phone or email with any questions on this proposal. **Thank you for trusting us with your business!**

Joe Ficalora

Electric vehicle charging infrastructure projects are made up of two or three main components; The charging equipment, the installation labor and materials, and sometimes a solar or battery backup system.

<p>Level 2: AC power 6-19 kW/hr rating = range added to bus 19kW = 9,5 miles added each hr* 16kW = 8 miles added each hr* 10kW = 5 miles added each hr* 6 kw = 3 miles added each hr* *average for large school buses</p>	<p>Level 3: DC power 30-200 kW/hr rating = range added to bus 200kW = 100miles added each hr* 120kW = 60 miles added each hr* 60 kW = 30 miles added each hr* 30 kw = 15 miles added each hr* *average for large school buses</p>	<p>Solar and Battery Back up Projects are 100% custom and can generate power to offset bus power consumed or shift loads to reduce costs.</p>
<p>Qty on this proposal 1</p>	<p>Qty on this proposal 0</p>	<p>Qty on this proposal 0</p>

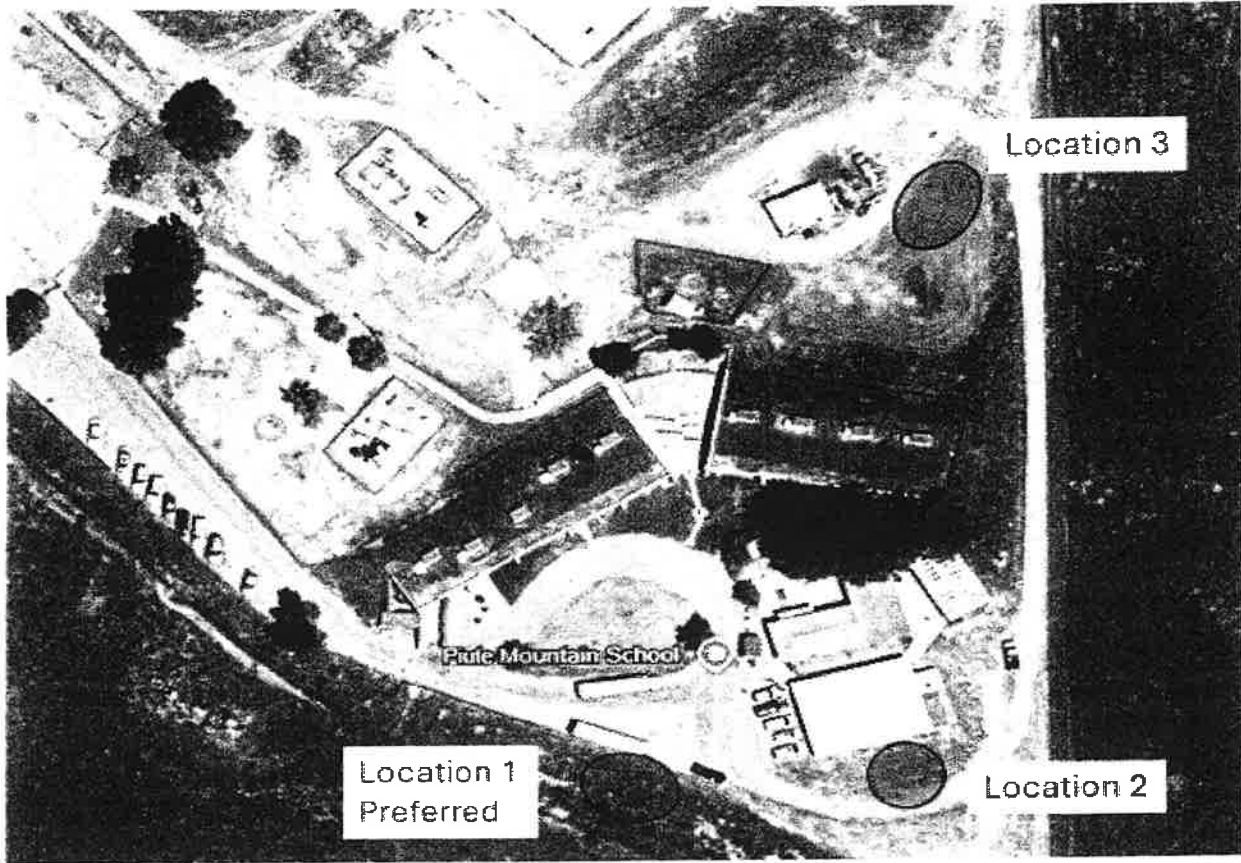
Yes	No	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	This proposal contains an annual Inspection and Maintenance Coverage package
<input checked="" type="checkbox"/>	<input type="checkbox"/>	This proposal contains Charger Management Software and reports package
<input checked="" type="checkbox"/>	<input type="checkbox"/>	This proposal contains an extended warranty on the EV Chargers
<input checked="" type="checkbox"/>	<input type="checkbox"/>	The proposal contains project management for the installation
<input checked="" type="checkbox"/>	<input type="checkbox"/>	This proposal contains a prevailing wage on any labor
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Site walk and inspection was completed before this proposal

Joe Ficalora

jFicalora@A-Zbus.com

(909) 522 - 0286

6/4/2026



Notes

Image above details the proposed locations of chargers, vehical parking, and electrical routing in relation to the site and used for the pricing reflected in this quote all based on known information and customer desires at the time of the proposal.