

CUSD BOARD OF TRUSTEES

October 14, 2025, 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 Office

6:30 p.m.

AGENDA

I. GENERAL FUNCTIONS

A. Call to order _____

B. Roll Call:

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

Flag Salute

II. REPORTS

- A. Parent Advisory Committee/ Parent Teacher Club-
- B. Teacher Report – Ms. Macias
- C. Williams Act – Williams Report Review
- D. Facilities - UPK building Accounting - Marcos Gamino
- E. Water Report –
- F. Piute Mt School Report –School Newsletter
- G. Developer’s Fees as of Sept. 9, 2025-\$83,374.06
- H. Electric bus update- Charge Ready Transport program application

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 Sept. 9, 2025.
- B. Approval of Payroll and Warrant Authorization.
- C. Approval of Agreement with KCSOS regarding Credential Program for James Alexander #26-260848
- D. Approval of Revised Bacteriological Sample Sitting Plan for System # CA1502607
- E. Acceptance and Receipt of Certification of Fiscal Year 2023-23 audit report
certification/approval
- F. Approval of MOU for software licensing through KCSOS for Lightspeed
- G. Approval to continue Prop 28 Arts and Music Funding plan
- H. Approval of Adobe Software Contract through KCSOS #26272575

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

VI. BUSINESS, PERSONNEL, AND INSTRUCTION/CURRICULUM

A. Approval to hire the following employees:

- a. **Marianne Macias - Instructional Aide Step 15 for 8 hours per day - full time employment**
- b. **Marbella Mendoza - Instructional Aide Step 5 for 4 hours per day**
- c. **Nina Ortiz - Substitute Classified personnel**

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

B. Approval of Change Order#003 Site Sewer Connection \$23,650

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

C.

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

D.

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

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D.

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

E.

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

F.

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

G.

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

H.

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

VII. BOARD MEMBER REPORT & DISCUSSION- Trustees Dinner October 20 @ McFarland High School

Next Regular Board Meeting: November 11, 2025 to be held at the District Office 6:30 p.m.

ADJOURNMENT _____

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



Robin Shive <rshive@calienteschooldistrict.org>

Thank You for Submitting Your Charge Ready Transport Program Application

1 message

notifications@chargeready.co <notifications@chargeready.co>

Mon, Oct 6, 2025 at 1:28 PM

To: rshive@calienteschooldistrict.org

Your Charge Ready Transport Project Status

Phase A Application
Phase B Assessment 3-6 Months
Phase C Pre-Con
Phase D Design & Construction 9-15 Months
Phase E Rebate
Phase F Reporting 10 years

Application Submitted
Program Participation Agreement
Pre-Con Conditions Met
Final Design & Permits
SCE Construction
EV Chargers Installed
Construction Complete
Rebate Issued
Compliance Reporting

SOUTHERN CALIFORNIA EDISON
An EDISON INTERNATIONAL Company

Enrollment Portal

Thank You for Submitting Your Charge Ready Transport Program Application

Dear Robin Shive,

Thank you for completing the Charge Ready Transport Program Application for Caliente Union School District. This email confirms our receipt of your Application that we are currently reviewing.

Your Account Details

- Application Number: CRT-2025-0076
- Site Address: 12400 CALIENTE CREEK RD, CALIENTE, CA 93518-2851
- Customer Login: rshive@calienteschooldistrict.org

What's Next?

We will contact you soon to discuss your Application and eligibility status.

To learn more about the Charge Ready Transport Program, application process, or for other program information, please visit the program website.

Return to the Charge Ready Portal to view, download, and print your completed Application. If you have a specific question, or need program support, you can also visit the Portal and select "Support" to submit an inquiry.

[Return to Charge Ready Transport Portal ›](#)

Charge Ready Transport Program Team

Please do not reply directly to this message. If you have any questions or feedback, please contact us at chargereadytransport@sce.com.

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Caliente Union School District
Board of Trustees Regular Board Meeting

MINUTES

Sept. 9, 2025

The Meeting of the Board of Trustees of the Caliente Union School District was called to order by Jason Rankin at 6:38 p.m. at the District Office

<u>Roll Call</u>	<u>Jason Rankin, President</u>	<u>Present</u>
	<u>Louis Varga, Clerk</u>	<u>Present</u>
	<u>Matt Taylor Member</u>	<u>Absent</u>
	<u>Adonae Faris, Rep</u>	<u>Present</u>
	<u>Karina Parker, Member</u>	<u>Present</u>
<u>District</u>	<u>Robin Shive- Superintendent</u>	<u>Present</u>
	<u>James Alexander- Principal Designee</u>	<u>Present</u>
	<u>Marcos Gamino present through Zoom</u>	

REPORTS:

Parent Advisory Committee/ PTC- PAC is recruiting with the first meeting scheduled for the first Monday in October. PTC will be hosting the Fall Festival on Oct. 31. Rec Day was cancelled due to lack of participation from other schools. 2 more parents have been added to PTC.

Teacher Report - none

Williams Act Williams visit to be unannounced this year but expecting it at any time.

Facilities - UPK Building. Marcos Gamino reported on the funds available for the UPK building. He presented a slide deck that showed the amount the district had available for \$901,881.

Water Report - The water tests continue to be within drinkable range.

Piute Mt. School Report - School newsletter was shared. Discussion about moving from a year round calendar to traditional calendar continues. The results of the survey were shared with a slight favor (51.4%) for traditional. 23 parents, 15 staff members, and 23 students responded to the survey. The main reason for traditional was to have a longer summer and be able to have the same schedule with siblings that attend KHSD.

Developer's Fees as of May 28, 2025 - \$83,123.22

Electric bus update - Joe Ficalora and Carlos Talamantes presented a power point. The electric bus will be at no-cost to the district with the grants that were proposed and the IRS incentive of \$40,000. The service agreement for the bus must be filed with a \$1000 deposit before SEpt. 30 to be eligible for the \$40,000. The electric side of the project is still unknown. Joe will continue to look at the risk factor, but at this point felt the district would need to pay \$100,000 and purchase an additional vehicle that meets the SCE requirement. The board instructed the superintendent to share information with Marcos and to then meet with Joe Ficalora to see if the district can afford the proposal.

Public Comment None- No public present

Closed Session None

Consent Agenda Moved by Adonae Faris and seconded by Karina Parker and unanimously carried by all members present to approve the Consent Agenda.

- Approval of Regular Board Minutes of August 12, 2025
- Approval of Payroll Authorization and Warrant Authorization.
- Approval of SchoolStore schoolwide fundraiser
- Approval of Krazon Contract for engineering consulting services for \$28,560.

Business, Personnel

A. Approval of Angela Caffee's resignation as instructional aide (PBIS) as of Sept. 11, 2025

Moved by Louis Varga seconded by Adonae Faris and unanimously carried by all board members present.

B. Approval to fly (2) 20 hr. per week (student days) Instructional Aide position until filled.

Moved by Louis Varga seconded by Adonae Faris and unanimously carried by all board members present.

C. Approval to accept Goals and Objectives for 2025-2026 School Year as presented at the August 12 board meeting.

Moved by Louis Varga seconded by Adonae Faris and unanimously carried by all board members present.

D. Approval to amend student dress code to include ear and nose piercings as permissible - students may be asked to remove ear or nose piercings during physical education if seen as a danger.

Moved by Louis Varga seconded by Adonae Faris and unanimously carried by all board members present.

E. Approval to hire Marbella Mendoza as substitute classified employee

Moved by Louis Varga seconded by Adonae Faris and unanimously carried by all board members present.

F. Approval to hire Clay Moyer as part time bus driver/custodian beginning SEptember 12, 2025.

Moved by Louis Varga seconded by Adonae Faris and unanimously carried by all board members present.

G. Approval to accept A-C Electric proposal for water irrigation to soccer field.

Moved by Louis Varga seconded by Adonae Faris and unanimously carried by all board members present.

H. Approval to use Greg Westendorf as IOR through School Construction Inspection Services

Moved by Karina Parker seconded by Adonae Faris and unanimously carried by all board members present to approve.

Board Member Reports 1. none

Adjournment Moved by Adonae Faris seconded by Karina Parker and unanimously carried by all members present to adjourn at 8:03 p.m.

NOTE** Next Regular Board meeting will be on Oct. 14, 2025 at 6:30 in the **District Office**.

BY: Robin Shive -Superintendent

Clerk of the Board Approval

Date



September 15, 2025

Caliente Union Elementary
12400 Caliente Creek Road
Caliente, Ca 93518

RE: CALIENTE MOU 2025 CONTRACT NUMBER 26260848

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 **10/16/2025**.

For questions or concerns regarding this agreement please contact, Jessica Richardson at 661-636-4723, or jerichardson@kern.org.

Sincerely,

Michael Gumapac
District Fiscal Analyst
Division of Fiscal Support

JGM:MG:gr
Enc.

DISTRICT # 13
CUSTOMER #

KCSOS Agt # 26-260848

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

MEMORANDUM OF UNDERSTANDING
KERN COUNTY SUPERINTENDENT OF SCHOOLS
AND
CALIENTE UNION SCHOOL DISTRICT

CREDENTIALING PROGRAMS

Clear Teacher Induction Credential Program
Clear Administrative Services Credential Program
Designated Subjects Career Technical Education Credential Program

This Memorandum of Understanding, ("MOU"), is between the Kern County Superintendent of Schools through its Division of Human Resources and Staff Development/Educator Development Team, ("KCSOS"), and the educational agency signing below.

The purpose of the MOU is to set out each party's expectations, responsibilities and obligations in conjunction with the credentialing programs.

If an educational agency signatory to this MOU has no educators enrolled in the credentialing programs, then there shall be no associated charges.

The *Clear Teacher Induction Credential Program* may be referred to as the "TIP" program. The *Clear Administrative Services Credential Program* may be referred to as the "CASC" program. The *Designated Subjects Career Technical Education Credential Program* may be referred to as the "CTE" program. The purpose of the credentialing programs is to give educational agencies job-embedded mentoring/coaching support, professional development coursework, administrative oversight and the assessments necessary for new teachers with a preliminary credential and/or new administrators to obtain a clear credential.

The credentialing programs are a mutual endeavor between the parties. Each party must cooperate and work with the other. The mutual goal is the development of educators to obtain a clear / lifetime credential for the education agency's own educational programs and prepare candidates to become effective educators.

The credentialing programs are available to school districts, independent charter schools and private schools. Local post-secondary schools may also participate as well as the Department of Corrections and Rehabilitation / Division of Rehabilitation Programs/ Office of Correctional Education.

The parties to this MOU are KCSOS and the educational agency executing this MOU. No other persons or entities are parties to this MOU. In particular, individuals who are participating candidates, mentors/coaches and coaches in a credentialing program are not parties to this MOU and receive no enforceable legal rights through or because of this MOU.

The KCSOS and the participating education agency may be collectively referred to herein as the, ("Parties") or individually as a ("Party").

RECITALS

A. The TIP program requires each participating education agency to submit "candidates" and "coaches". A qualified candidate is a teacher with a 5-year Preliminary Credential employed by the educational agency and accepted to the credentialing program by KCSOS. A qualified coach is an experienced teacher provided by the education agency to coach a candidate and accepted to the credentialing program by KCSOS. Neither candidates nor coaches are compensated through the credentialing program for their time, effort or expertise.

B. The CASC program requires each participating education agency to submit "candidates." A qualified candidate is a new administrator with a 5-year Preliminary Administrative Services Credential or certificate of eligibility and who is employed by the educational agency. The candidate, educational agency and KCSOS will work together to select a qualified coach. At the option of the participating education agency and for a charge, CASC coaches may be compensated through the credentialing program.

C. The CTE program requires each participating educational agency to submit "candidates" and "mentors/coaches". Qualified candidates are individuals who come from various sectors of industry and are experts in one or more related occupations. Candidates are simultaneously providing CTE services to the education agency's students while holding a 3-year preliminary CTE credential. Qualified mentors/coaches are experienced teachers with a clear credential assigned by the educational agency to mentor a candidate.

D. These KCSOS credentialing programs are California Commission on Teacher Credentialing, ("CTC"), approved credentialing programs.

E. The amount of the fee(s) payable to KCSOS pursuant to this MOU are based on each candidate's credential status, the credentialing program participation

options that have been selected and credentialing program completion status – as more fully explained in “Appendix A - Credential Program Fees.”

F. Program participation does not guarantee the issuance of a clear credential by the CTC to any particular individual candidate.

The Parties intend that this MOU govern each Party’s understandings, responsibilities and obligations related to the credentialing programs.

TERMS

1. Recitals.

The Parties agree that the above Recitals and the preceding explanation / discussion are factually and legally accurate and to the extent they an obligation or responsibility of a party is reflected, are hereby incorporated herein as terms of this MOU.

2. Duration of MOU.

The term of the MOU is two fiscal years, beginning **July 1, 2025** to **June 30, 2027** and shall automatically roll over annually for additional one-year terms, unless a Party gives notice of termination. Total terms not to exceed five years.

3. Payment of Participation Fee.

Clear Teacher Induction Credential Program. The education agency shall pay the fees as set forth in Appendix A - Credential Program Fees.

Clear Administrative Services Credential Program. Either the education agency or the candidate shall pay as set forth in Appendix A - Credential Program Fees.

Designated Subjects Career Technical Education Credential Program. Either the education agency or the candidate shall pay as set forth in Appendix A - Credential Program Fees.

Local public-school districts must authorize payment by budget transfer annually unless otherwise agreed to by KCSOS. All other education agencies will be invoiced and payment is due immediately upon receipt of the invoice but may be paid within 30 calendar days.

Individual CASC program candidates and CTE program candidates paying all or a portion of the participation fee themselves shall pay in full prior to the start of their cohort. Alternatively, payment may be made in installments if agreed to by KCSOS. The total amount due each year must be paid in full by May 15 of each year, unless otherwise agreed to by KCSOS.

KCSOS may impose a late fee of \$50.00 and access 1.5 percent per month simple interest for unpaid invoices more than 30 days old. Interest begins to accrue on the date payment is due.

KCSOS credentialing programs may raise or lower program fees, as necessary, based on current program enrollment and current economic conditions.

At the option of KCSOS, an individual candidate's participation in the credentialing programs may be suspended or terminated if timely payment is not made.

4. Education Agency Responsibilities.

Appoint an administrative contact to serve as the representative of the participating education agency and to help implement the selected credentialing programs including, but not limited to: (i) attend three meetings per year; (ii) facilitate candidate enrollment; (iii) communicate with credentialing program leadership; (iv) review participating candidate data provided by the credentialing program staff; (v) monitor participating candidate progress; and (vi) provide feedback to participating candidates and mentors/coaches regarding credentialing program expectations.

Provide release time for candidates, mentors and/or coaches to attend training as may be scheduled by KCSOS, meet as required by the selected credentialing program, and complete required observations.

Be responsible for ensuring candidate(s) holds the required credential to enroll in the selected credential program.

Provide KCSOS with a list of all new certificated hires and the credential(s) held by each, updated regularly, in the time frame established by KCSOS.

Identify new teachers and/or administrators who are eligible to participate in the credentialing programs.

Inform teachers and/or administrators, who are eligible, about the credentialing programs and the requirements to clear their credential(s); enroll all teachers who must participate in the TIP program; and inform all eligible administrators of the enrollment option and the expectation to enroll in a CASC program upon placement in an administrative position but, no later than one year from preliminary credential activation.

Ensure that as a partner with KCSOS, the following preconditions set forth by CTC for the credentialing programs are met:

1. Each candidate's TIP program must be designed to provide a two-year, individualized, job-embedded system of mentoring, support and professional learning that begins in the candidate's first year of teaching.
2. A mentor must be identified and assigned to each candidate within the first 30 days of enrollment in a credential program, matching the mentor and candidate

according to credentials held, grade level and/or subject area, as appropriate to the candidate's employment.

3. Each candidate must receive an average of not less than one hour per week of individualized support/mentoring coordinated and/or provided by the mentor.

4. Goals for each candidate must be developed within the context of the candidate's Individual Learning Plan ("ILP") within the first 60 days of the candidate's enrollment in the credentialing program.

5. The ILP must be designed and implemented solely for the professional growth and development of the candidate and not for evaluation for employment purposes.

6. Educational agencies must make available and must advise credentialing program candidates of an Early Completion Option for "experienced and exceptional" candidates who meet the credentialing program's established criteria.

Provide experienced and qualified professionals to work as mentors/coaches for candidates in the credentialing programs. Mentors/coaches must meet the credentialing program's qualifications/selection criteria and requirements as determined by KCSOS.

TIP coaches must meet with their candidates at least an average of one hour per week and provide ongoing assistance and support.

CASC coaches must meet with their candidates for one hour per week, for a total of 40 hours of ongoing assistance and support per year.

CTE mentors must meet with candidates for at least one hour per week and provide on-going assistance and support.

Ensure mentors/coaches have been trained in foundational mentoring and coaching skills as well as current program support structures. The required training may be provided by either a KCSOS trainer or a trained individual authorized by KCSOS. Mentors/coaches must be provided release time as necessary to participate in credentialing program training and support activities and to observe and meet with their candidates.

Ensure that candidates and mentors/coaches attend credentialing program meetings, trainings, and support activities. Ensure that candidates attend professional development appropriate to the candidates' need to fulfill the requirements of their credentialing program. Ensure that TIP and CTE credentialing program candidates are provided with sufficient release time to meet with their mentors/coaches and to observe other exemplary teachers in their classrooms.

Ensure that credentialing program candidates have opportunities to meet all completion requirements in order to be recommended for a clear credential.

Establish and maintain records and evidence as indicated in the approved credentialing program standards.

Participate in evaluations as described in the approved credentialing program standards.

Ensure that candidates meet all completion requirements for their credential.

Ensure that candidates execute the KCSOS Credential Candidate Agreement.

Ensure that candidates comply with the KCSOS expectations associated with the completion of their credentialing program. Ensure that mentors/coaches execute the KCSOS Mentor Agreement or the KCSOS Coach Agreement. Ensure that mentors/coaches comply with KCSOS expectations associated with the support of candidates to complete their credentialing program.

Ensure that, as a partner with KCSOS, requirements set forth in the standards established for the approved KCSOS credentialing programs (preconditions, common standards, specific program standards) by the CTC are met.

5. Additional Education Agency Responsibilities.

Ensure that the confidentiality between the mentor/coach and the candidate is respected by all staff.

Ensure that credentialing program activities related to work with assigned mentor/coach will have no relationship to evaluations.

To ensure confidentiality, the district will provide opportunities for the mentor/coach and the candidate to meet in a private place to interact.

Nothing in this section is intended to prevent the transmission of information concerning a candidate which relates to conduct which may be subject to discipline or bear on the safety of students or employees.

Provide release time and/or compensation for mentors/coaches as necessary to meet the Program requirements.

Ensure that the education agency mentors/coaches execute the credentialing program's mentor agreement.

Ensure that the mentors/coaches comply with the KCSOS expectations associated with completion of the credentialing program.

Regularly assess the quality of services provided by mentors/coaches to candidates (using criteria and data provided by the credentialing program, as well as district measures).

Ensure that clear procedures are in place for the reassignment of mentors/coaches, if the pairing of the candidate and mentor is determined to not be effective by district and/or KCSOS credentialing program criteria.

6. KCSOS Responsibilities.

Provide a coordinator and the support staff necessary to exercise administrative and fiscal oversight for each credentialing program, including arranging for the necessary support, training and assessment and assigning of mentors or coaches as needed.

Provide reasonable meeting space for credentialing program activities.

Provide all course work required for a clear credential.

Establish a process for the equitable distribution of services to candidates, mentors/coaches and coaches.

Effective and ongoing communication between the education agency and credentialing program personnel as appropriate to ensure that the candidates successfully complete the credentialing program and are conferred a clear credential.

Generate and maintain accurate records and reports.

Supply to the CTC, and the California Department of Education, ("CDE"), documentation, reports and other information as requested on all matters related to credentialing program requirements and activities and to maintain CTC accreditation.

Convene an advisory committee composed of representatives of KCSOS, education agencies and post-secondary education programs to develop additional administrative processes as may be required by accreditation requirements or may lead to program improvement.

Develop a budget that allocates sufficient funds to meet its responsibilities.

Participate in the program evaluation as may be required by the CTC & CDE.

Assign candidates, mentors and coaches to pertinent professional learning opportunities.

Schedule collaborative meetings for each cohort of candidates.

Ensure that candidates and assigned mentor/coach document the number of hours of mentoring and support provided.

Maintain records, advise and provide feedback to candidates and mentors/coaches as to their progress.

Submit the candidate's clear credential application and provide assistance and support in regard to any credentialing issues.

7. Rejection of Proposed Candidates, Mentors and Coaches by KCSOS.

The selection of candidates and mentors/coaches by a participating education agency is subject to KCSOS's current qualification and selection criteria. KCSOS may reject any proposed candidate or mentor based on the qualification and selection criteria.

The candidate, the education agency and KCSOS will work together to select a qualified coach for the CASC program. Coaches are subject to KCSOS's current qualification and selection criteria. KCSOS may reject any proposed coach based on the qualification and selection criteria.

At any time, KCSOS may de-select an individual candidate, mentor or coach if KCSOS determines that they are not, or are no longer, suitable in view of the KCSOS qualification and selection criteria.

8. Disenrollment of Candidates by KCSOS.

KCSOS may disenroll or refuse to recommend for a clear credential any candidate who engages in misconduct, including but not limited to academic dishonesty, unprofessional conduct, immoral conduct, unlawful discrimination or discriminatory harassment including sexual harassment.

The responsible use of artificial intelligence technology ("AI") includes conducting research, correcting grammar and spelling and learning from educational applications. When using AI candidates are required to be cognizant of, and sensitive to, the potential for errors in, and misperceptions created by, artificially generated content and also inappropriate notions that may result from algorithmic biases.

Academic honesty and personal integrity are character attributes required of each and every candidate at all times. Cheating, lying, plagiarizing or other acts of academic dishonesty or any acts demonstrating a lack of personal integrity are absolutely prohibited and not tolerated. Accordingly, using AI technology primarily for the completion of coursework as a candidate's original work or for generating a candidate's answers to analytical problems will result in disenrollment from further participation in the Program and referral to the candidate's employer /sponsor for disciplinary consideration.

ADDITIONAL TERMS

9. Materials.

Each party agrees that all rights, including copyright, to any products, publications and other materials developed by KCSOS for the credentialing programs are the exclusive property of KCSOS.

Neither participating education agencies nor their staff may disseminate, market or otherwise use the materials without the express permission of KCSOS.

10. Early Termination.

This MOU may be terminated without cause by either party. The party desiring termination must provide written notice to the other party. Termination will be effective no sooner than 30 calendar days after actual receipt of the written notice.

This MOU may be terminated with cause by any party if another party fails to comply with the insurance or indemnification obligations or otherwise commits material breach of this MOU. Termination will be effective 10 calendar days after a written demand to cure is provided and the party fails to cure.

The indemnification provisions contained in this MOU shall survive early termination.

11. Limitation on Damages.

The parties agree and stipulate for all purposes that if KCSOS does not fully perform, pursuant to this MOU, the other party's pecuniary damages shall not exceed the sum total paid by such party during the pertinent fiscal year. Additionally, the parties agree and stipulate for all purposes that there are no peculiar circumstances or facts made known to KCSOS or which should otherwise be known to KCSOS which might result in a special or peculiar harm to the other party to this MOU.

This provision shall survive expiration or early termination of the MOU.

12. Indemnification.

Each party agrees to defend, hold harmless, and indemnify the other party (and its 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 the indemnifying party's breach of the terms of this MOU or by the act or omission of the indemnifying party in providing services under this MOU.

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 the party, the indemnifying party shall defend the action or proceeding at the indemnifying 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) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost or damage caused solely by the active negligence or by the willful misconduct of the other party.

This provision shall survive the expiration or early termination of this MOU.

13. Insurance.

Each party shall obtain, pay for, and maintain in effect during the life of this MOU the following policies of insurance issued by a 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 not less than \$1,000,000 per occurrence; and (3) workers' compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other parties as additional insureds insofar as this MOU is concerned and provide that written notice shall be given to the other parties 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 coverage, each party shall immediately file with the others a certified copy of the required new or renewal policy and certificates for such policy.

The insurance afforded by KCSOS shall be primary in matters alleged to have resulted primarily from actions of KCSOS personnel. The insurance afforded by a participating education agency shall be primary in matters alleged to have resulted primarily from actions of its personnel. In such circumstances, the insurance of other party shall be secondary and non-contributing.

If any of the insurance coverage required under this MOU is written on a claims-made basis, the responsible party shall either (i) maintain said coverage for at least one (1) year following the termination of this MOU with coverage extending back to the effective date of this MOU; or (ii) purchase an extended reporting period of not less than one (1) year following the termination of this MOU.

If a party is, or becomes during the term of this MOU, permissibly self-insured under California law or becomes a member of a self-insurance pool, that coverage must be equivalent to the insurance coverage and endorsements required above. The other parties are not obligated to not accept such coverage unless they determine, in their sole discretion and by written acceptance, that the coverage is equivalent to the above-required coverage.

For all purposes related to this MOU, the parties stipulate that KCSOS is a member of the self-insurance pool known as Self Insured Schools of California (SISC), and that the coverage provided is the equivalent of that required by this MOU.

Each party shall pay their own deductibles and self-insured retentions.

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

14. Entire Agreement.

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

15. No Third-Party Beneficiaries.

The parties to this MOU are KCSOS and the participating educational agency. Although the candidates and participating mentors and coaches may benefit from this MOU, they are incidental beneficiaries only and they are not intended to be third-party beneficiaries of this MOU. It is the parties' intention that there are no third-party beneficiaries to this MOU.

16. Status of the Parties.

The parties agree that in performing the services specified in this MOU, each party shall act as an independent contractor. Except as specified in this MOU, each party shall determine the means and methods for carrying out the work to achieve the result required consistent with applicable law. The personnel of each party are not entitled to participate in any pension plan, insurance, bonus or similar benefits the other parties provide for their employees.

Any employee, assistant or independent contractor retained by a party to perform the services required by this MOU shall be the sole responsibility of such party and not of the other party. Each party shall determine the hours during which the services shall be performed and the sequence of tasks, subject to the reasonable business needs of the other party.

17. Employment Status.

At all pertinent times during this MOU and for all purposes related to the MOU, each party's employees shall be the employee of only such party and shall not be a co-employee of any of the other party.

For each of their employees providing services pursuant to this MOU, each party shall be solely responsible for withholding applicable payroll taxes and contributions including, but not limited to, federal, state, and local income taxes, FICA, FUTA, state unemployment, workers' compensation, and disability insurance. Each party agrees to hold harmless, indemnify, and defend the other party from any liability resulting from a failure to make such payments, including self-employment taxes.

If, in the context of this MOU, a party is held to be an employer or co-employer of another party's employee, then such party shall be held harmless and indemnified by the employing party from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties, and interest charges incurred as a result of that holding.

18. Amendment.

The provisions of this MOU 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.

19. Waiver.

Any of the terms or conditions of this MOU 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 MOU.

20. Assignment.

No party may assign any rights or benefits or delegate any duties under this MOU without the written consent of the other party. Any purported assignment without written consent shall be void.

21. Notices.

Any notice under this MOU shall be in writing. Any written notice or other document shall be deemed to have been duly given on the date of personal service on the other party or on the second business day after mailing if the document is mailed by registered or certified mail, addressed to the party at the addresses set forth below, or at the most recent address specified by the addressee through written notice under this provision. Failure to conform to the requirement that notices be sent by registered or certified mail shall not defeat the effectiveness of notice actually received by the addressee.

22. Licenses and Permits.

Each party represents that its personnel who will render services are fully qualified and competent to provide the services called for under this MOU. Each party represents that any permits or licenses required to be held by such personnel to perform the services called for under this MOU are current.

23. 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 MOU based on gender or any other basis prohibited by applicable law.

24. Compliance with Law.

In the course of performing this MOU, each party shall observe and comply with all applicable Federal, State, and local laws, regulations, and ordinances now in effect or subsequently enacted.

25. Venue and Governing Law.

The laws of the State of California shall govern the terms and conditions of this contract with venue in Kern County.

26. Counterparts.

This MOU 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.

SCHOOL DISTRICT
Caliente Union School District

E-SIGNED by Robin Shive
By _____ on 2025-09-15 13:31:14 PDT
Signatory Name: Robin Shive
Title: SUPERINTENDENT
Address: 12400 Caliente Creek Road
Caliente, CA 93518

Date: _____

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

E-SIGNED by Michael Gumapac
By _____ on 2025-09-15 12:46:40 PDT
Signatory Name: Michael Gumapac
Title: District Fiscal Analyst
1300 17th Street, Bakersfield, CA 93301

Date: _____

TIP

Acct. Code: 01-704-0585-0-8677.00-0000-0000-00-0000-000

CASC

Acct. Code: 01-820-0570-0-8689.00-0000-0000-00-0000-000

CTE

Acct. Code: 01-783-7810-0-8590.00-0000-0000-00-0000-000

Approval for Transfer. Payment by Kern County Public School Districts will be in the form of a fund transfer and will occur twice per year.

Teacher Induction Credential Program:

District Account line charged will be: 01-704-0585-0-8677.00-0000-0000-00-0000-000

Clear Administrative Services Credential Program:

District Account line charged will be: n/a

Designated Subjects Career Technical Education Credential Program:

District Account line charged will be: n/a

Appendix A Credential Program Fees

Participating Educational Entities shall pay the fees indicated on the Menu of Services according to the credential and induction program status of their candidates. Select CASC payment options below.

Career Technical Education Program (CTE)		
Category	Description	Participation Fee
Clear Credential Holders	Completion of CTE Foundations course.	\$1,000 total fee
CTE 2-Year Program	Completion of CTE coursework.	\$3,350 total fee

Teacher Induction Program		
Category	Description	Participation Fee
ECO- 1 year Pathway (Early Completion Option)	Upon KCSOS eligibility approval, candidate completes two years in one: Senate Bill 57(Scott)-the intent of the law is to serve experienced and exceptional candidates;	\$5,475 total fee

Teacher Induction Program		
Category	Description	Participation Fee
2-Year Traditional Program	Induction experience (General and/or Special Education)	\$3,350 per year

Clear Administrative Services Credential Program (CASC)	
Indicate a "YES" or "NO" for each payment option below: y _____ The district will pay for Candidate(s) to participate in CASC, please select payment option below. n _____ \$3,600 per year candidate district, and KCSOS work together to select a qualified coach. The KCSOS CASC program distributes a stipend of \$2,000 per year, directly to the coach. y _____ \$2,000 per year candidate, district and KCSOS work together to select a qualified coach. The KCSOS CASC program is not involved in any arrangements made for coach compensation. The KCSOS CASC program does not distribute a stipend to the coach. n/a _____ The district will not pay for candidate(s) to participate in CASC.	

Credentialing Programs		
A & A (Advice & Assistance)	Candidate did not complete program requirements: - Requires meeting with the Candidate, district designee, and/or coach, and, Program designee; - Construction of special completion plan with timeline for completion; - Additional paperwork, document review and monitoring.	\$1,000 total fee
Replacement Fee	Candidate misplaces required documentation and/or does not file for clear credential in CTC established timeline.	\$50 per form-Paid by candidate



GAVIN NEWSOM
GOVERNOR

YANA GARCIA
SECRETARY FOR
ENVIRONMENTAL PROTECTION

State Water Resources Control Board

Division of Drinking Water

September 11, 2025

Robin Shive, District Superintendent
Piute Mountain School
12400 Caliente Road
Caliente, CA 93518

RE: APPROVAL OF REVISED BACTERIOLOGICAL SAMPLE SITTING PLAN, PIUTE MOUNTAIN SCHOOL WATER SYSTEM (SYSTEM NO. CA1502607)

Dear Ms. Shive:

We have received a revised Bacteriological Sample Siting Plan (BSSP) dated September 5, 2025. This plan was submitted by Phil Holderness, the Contract Operator and Sampler for the Piute Mountain School Water System (Water System). Mr. Holderness has requested to reduce the frequency of bacteriological monitoring (for raw water) of Wells 01 and 05 from monthly to quarterly. This request is based on two years of successful monthly bacteriological monitoring OF Well 05 during which no total coliform was detected.

The Water System is classified as a nontransient-noncommunity water system and currently serves a population of 75 people through five service connections. Based on the current population served and the total number of service connections, the minimum number of bacteriological samples per month is **one (1)**. According to the revised BSSP:

- 1) One (1) monthly routine sample would be collected from the distribution system by rotating among three (3) routine sampling sites.
- 2) In the event of a routine total coliform-positive sample from the distribution system, three (3) repeat samples would be taken from the distribution system within 24 hours of receipt of notification of a positive routine sample.
- 3) Within 24 hours of a routine total coliform-positive sample in the distribution system, bacteriological samples would also be collected from Wells 01 and 05, for Ground Water Rule compliance.

E. JOAQUIN ESQUIVEL, CHAIR | ERIC OPPENHEIMER, EXECUTIVE DIRECTOR

4925 Commerce Drive, Suite 120, Bakersfield, CA 93309 | www.waterboards.ca.gov

- 4) A raw water sample will be collected each calendar quarter from Wells 01 and 05, with samples collected during January, April, July, and October. If a raw water sample is total coliform-positive, the monitoring frequency for the raw water sampling would be increased to monthly. If no coliforms are detected for a minimum of three consecutive months, the Water System may submit a request to the State Water Board to return to quarterly monitoring for raw water.

We hereby approve the BSSP, including all sampling sites for collecting routine and repeat bacteriological samples from the distribution system. The BSSP must be updated every ten years and within 30 days after the Water System or the State Water Board determines that the BSSP no longer complies with the RTCR. **A copy of the approved BSSP and the map are enclosed.**

If you have any questions or concerns about this letter, please contact Elia Estasy, P.E. at (661) 335-7322 or me at (661) 335-7318.

Sincerely,

 Digitally signed by
Jaswinder S. Dhaliwal
Date: 2025.09.11
15:44:01 -07'00'
Jaswinder S. Dhaliwal, P.E.
Senior Sanitary Engineer
SOUTHERN CALIFORNIA BRANCH
DRINKING WATER FIELD OPERATIONS

Enclosure: Approved Bacteriological Sample Siting Plan & Map

CC: [all via email]

Kern County Public Health Services Dept., Environmental Health Division
Clancy McCay, Piute Mountain School
Phil Holderness, Seaco Technologies Inc., Contract Operator & Sampler

JSD/EAE

Enclosure

Approved September 5, 2025 BSSP & Map

BACTERIOLOGICAL SAMPLE SITING PLAN

System No.: 1502607		System Name: Piute Mountain School			
PWS Classification: Non-Transient Non-Community		No. Monthly Users: 75	Daily Users: 75		
Seasonal System? No	Period of Operation: Continuous				
No. Active Service Connections: 5	Sampling Frequency and No. of Samples: Monthly		CI2 Treatment?: Yes		
Name of Trained Sampler: Jeremy Bivens and Mark Meyer		Analyzing Lab: BSK Laboratories (Fresno)			
Person Responsible to Report Coliform-Positive Samples to SWRCB: Phillip Holderness		Day/Evening Phone No.: 661-213-6645			
Signature of Water System Representative: <i>Phillip W. Holderness</i>		Date: 9/5/2025			
Sample ID	Sample Type	Sample Point	Location of Sample Point	Address of Sample Point	Months Sample Collection at this Location
1-ROU	Routine	HB	Routine	12400 Calliente Road (Front of Room 2)	January, April, July, October
1-REP1	Repeat	HB	Upstream	12400 Calliente Road (Blending Tank)	Repeat Sample Only
1-REP2	Repeat	HB	Downstream	12400 Calliente Road (Front of Library)	Repeat Sample Only
2-ROU	Routine	SF	Routine	12400 Calliente Road (Kitchen)	February, May, August, November
2-REP1	Repeat	HB	Upstream	12400 Calliente Road (Blending Tank)	Repeat Sample Only
2-REP2	Repeat	SF	Downstream	12400 Calliente Road (Staff Lounge)	Repeat Sample Only
3-ROU	Routine	SF	Routine	12400 Calliente Road (Staff Lounge)	March, June, September, December
3-REP1	Repeat	SF	Upstream	12400 Calliente Road (Blending Tank)	Repeat Sample Only
3-REP2	Repeat	HB	Downstream	12400 Calliente Road (SW Wall)	Repeat Sample Only

If the water system is on quarterly monitoring and has one or more total coliform-positive samples, at least three routine samples will be collected the following month. In the event of a routine positive sample, a sample will be collected from the well(s) in use for Ground Water Rule compliance.

Sample Point Abbreviations: HB: Hose Bib SF: Sink Faucet PC: Goose Neck Type Copper Tube with Pet Cock

QUARTERLY RAW WATER SOURCE SAMPLES FOR SYSTEMS WITH CHLORINATION TREATMENT

Source Name/No.	PS Code	Status (Active/Standby)	Planned Sampling Month
Well 01	CA1502607_001_001	Active	January, April, July & October
Well 05	CA1502607_004_004	Active	January, April, July & October

BSSP Approval: The SWRCB-Division of Drinking Water has reviewed and approved this Bacteriological Sample Siting Plan (BSSP). Any plans on file dated prior to **Sep. 5, 2025** are void. The water system must sample their distribution system and raw water special purpose source samples (quarterly/monthly) for bacteriological quality in accordance with the approved BSSP beginning **Oct. 1, 2025**. Per the California Code of Regulations-Title 22 §64422, a water system is required to submit an updated plan to the State Water Board at least once every ten years and at any time the plan no longer ensures representative monitoring of the system.

District Engineer or LPA Representative Name: **Jaswinder S. Dhaliwal, P.E.**

Title: **Senior Sanitary Engineer** District Name/No or LPA Name: **Tehachapi District (#19)**

Signature: **Jaswinder S. Dhaliwal**
 Digitally signed by Jaswinder S. Dhaliwal
 Date: 2025.09.11 15:42:55 -07'00'

Date: **September 11, 2025**

Blend Tank/Storage/Booster Sta
1-REP1, 2-REP1, 3-REP1

Piute Mountain School BSSP Map

Well 005

Well 001

1-ROU

2-ROU

1-REP2

3-ROU, 2-REP2

3-REP2

Legend

- Blend Tank/Storage/Booster Sta
- Raw Water Line
- Repeat Location
- Routine Location
- Distribution Water Main
- Well



MALIA M. COHEN
California State Controller

September 10, 2025

CERTIFIED MAIL—RETURN RECEIPT REQUESTED

Robin Shive, Superintendent
Caliente Union Elementary
12400 Caliente Creek Road
Caliente, CA 93518

Re: Certification of Fiscal Year 2023-24 Audit Report and Appeal Rights for
Apportionment Significant Findings

Dear Dr. Shive:

The State Controller's Office (SCO) has completed its desk review of your annual audit report for the fiscal year ended June 30, 2024. As a result of the review, the SCO certifies that the audit report conforms to the reporting standards contained in the audit guide, *2023-24 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, prescribed in Title 5, *California Code of Regulations*, section 19810. Also, the SCO determined that the report generally meets the requirements of Title 2, *Code of Federal Regulations*, Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, Subpart F—Audit Requirements (Uniform Guidance).

You may now release the portion of the audit fee withheld under the provisions of California Education Code section 14505.

Your annual audit report contained a finding or findings that are considered apportionment significant (See Attachment). You have 30 days from the date the U.S. Postal Service delivered this letter to request summary review of any apportionment-significant audit finding or findings on the grounds of substantial compliance. In addition, you have 60 days from delivery of this letter—or 30 days following the conclusion of a summary review, with regard to the findings included in that review—to file a formal appeal of any apportionment-significant audit finding or findings on any one or more of the grounds set forth in California Education Code section 41344(d). The request for summary review or formal appeal should be submitted to the following address:

Executive Officer
Education Audit Appeals Panel
770 L Street, Suite 1100
Sacramento, CA 95814

Robin Shive, Superintendent
September 10, 2025
Page 2

If you have any questions regarding the summary review process or the appeal process, please see the Education Audit Appeals Panel (EAAP) website (www.eaap.ca.gov) or call EAAP at (916) 445-7745.

Local educational agencies working to resolve audit exceptions may request structured repayment plans under *Education Code* Section 41344 by contacting the California Department of Education, School Fiscal Services Division, Categorical Allocations and Management Assistance Unit, at (916) 323-8068.

If you have any questions regarding this letter or any other LEA audit issue, please contact a member of my LEA staff by telephone at (916) 324-6442 or by email at leaaudits@sco.ca.gov.

Sincerely,



Joel James, Chief
Financial Audits Bureau
Division of Audits

Attachment

cc: Linger, Peterson & Shrum
Kern County Superintendent of Schools
Jessica Holmes, Program Budget Manager
Education Systems
California Department of Finance
Raquel Tucker, Education Fiscal Services Consultant
California Department of Education

ATTACHMENT
Apportionment Significant Findings

Caliente Union Elementary
Fiscal Year 2023-24

<i>Program Name</i>	<i>Finding #</i>	<i>Page #</i>
Entity: Caliente Union Elementary		
Attendance	2024-002	75-76



September 24, 2025

Caliente Union Elementary
12400 Caliente Creek Rd
Caliente, Ca 93518

**RE: CALIENTE LIGHTSPEED SOFTWARE CONTRACT 25-26 CONTRACT NUMBER
26262640**

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 **10/25/2025**.

For questions or concerns regarding this agreement please contact, Chris Martin at 661-636-4209, or chmartin@kern.org.

Sincerely,

Michael Gumapac
District Fiscal Analyst
Division of Fiscal Support

JGM:MG:gr
Enc.

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

**MEMORANDUM OF UNDERSTANDING
FOR SOFTWARE LICENSING**

This Memorandum of Understanding ("MOU") is between the Kern County Superintendent of Schools, a California public education agency with its principal place of business at 1300 17th Street, Bakersfield, CA 93301 ("KCSOS") and Caliente Union School District ("District"), which may be individually referred to as "Party" and jointly referred to as the "Parties."

RECITALS

A. The purpose of this MOU is to allow the District access and use of specific licensed software applications procured by KCSOS under licensed software agreements with third parties (collectively, the "**Master Agreements**"). The Master Agreements are fully incorporated herein by reference, and this MOU is subject to all of the terms and conditions set forth in the Master Agreements, as applicable depending on which software applications and licenses the District receives hereunder.

B. The Parties desire to enter into this MOU to increase student access and achievements and streamline administrative burdens for the District by facilitating the District's access to software licenses, as selected by District.

C. Through this MOU, the District will receive the benefit of KCSOS's negotiated rates in the Master Agreement's in order to promote cost-effective and equitable access to educational software tools, as permitted by, and in furtherance of, California Education Code sections 51865 and 35160, and California Government Code section 6500 et seq.

D. The Parties hereby enter into this cooperative licensing MOU under the authority granted to public school districts to contract under the terms of agreements entered into by other public agencies, commonly referred to as "piggyback contracts" pursuant to Public Contract Code section 20118.

E. For the purposes of this MOU, "Authorized Users" means any employees, personnel, representatives, and agents of District, and "Software" is defined on Schedule A.

TERMS

Based upon the Recitals and the promises and obligations exchanged by the Parties in this Agreement, KCSOS and the District agree as follows:

1. **LICENSE.** KCSOS agrees to provide to District a non-exclusive, non-transferable license to use the Software listed on the attached Schedule A, subject to and only as permitted under the Master Agreement for the Software so selected therein (collectively, as applicable, the “**License**”).

2. **MASTER AGREEMENT.** The District agrees to utilize the Software and its associated License in full compliance with, and subject to, every term of the Master MOU between KCSOS and the applicable software provider. District expressly acknowledges that the Software is confidential, copyrighted property of third parties, and that title to all copies thereof is retained by the applicable third parties and licensors. District shall not decompile, disassemble, decrypt, extract, or otherwise reverse engineer the Software. The Software and all copyrights, patents, trade secrets or other intellectual property subsisting therein shall at all times be the sole and exclusive property of Parties so designated in the applicable Master Agreement. District shall have no right of ownership or title therein.

3. **TERM.** The term of each License granted hereunder shall be for twelve (12) consecutive months, beginning from October 1, 2025 to October 1, 2026, unless terminated by either Party pursuant to the provisions herein.

4. **SOFTWARE DELIVERY.** Each License will be provided to the District directly from KCSOS, and the Parties will work collaboratively to deploy and adopt the License(s) into the District’s existing IT infrastructure.

5. **PRODUCT INSTALLATION, TRAINING AND MAINTENANCE.** KCSOS will provide onsite installation and training services to assist District in making the License to the Software operational. District shall pay KCSOS for such services at a mutually agreed rate and will reimburse KCSOS for all reasonable out-of-pocket expenses incurred by KCSOS related to delivering the agreed-upon services, pursuant to a separate agreement for technology services entered into by and between the Parties.

6. **EXPORT RESTRICTIONS AND REGULATIONS.** The Software, including any technical data, is subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may also be subject to export or import regulations in other countries.

7. **INDEMNIFICATION.**

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

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

8. **DISCLAIMER/EXCLUSION OF WARRANTIES.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, KCSOS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE SUITABILITY OR FITNESS OF THE SOFTWARE OR ASSOCIATED LICENSE FOR DISTRICT'S INTENDED USES. THIS DISCLAIMER OF WARRANTIES SPECIFICALLY INCLUDES, BUT IS NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AS TO THE SOFTWARE AS WELL AS THE LICENSE. DISTRICT IS SOLELY RESPONSIBLE FOR THE SELECTION, USE, EFFICIENCY AND SUITABILITY OF THE SOFTWARE AND LICENSE GRANTED HEREIN, AND KCSOS SHALL HAVE NO LIABILITY THEREFOR.

9. **LIMITATION OF LIABILITY.** The total liability of either Party for any breach of this MOU, or default in performance hereunder, or any negligence, tort or breach of warranty arising out of or related to this MOU or District's License or use of the Software, shall be the amount of Fees District paid to KCSOS as outlined on Schedule A.

10. **TERMINATION.** This MOU (together with all related Schedules) and any License granted hereunder may be terminated as follows:

a. By either Party immediately upon giving notice of a breach of District's obligations;

b. By either Party upon the other Party's material failure to perform its responsibilities and obligations under this MOU, provided the non-breaching Party gives written notice of the material failure and the breaching Party fails to cure such breach within sixty (60) days; or

c. Upon any termination of this MOU, and upon KCSOS's request, District's License in the Software shall be revoked.

11. **ASSIGNMENT.** Neither Party may assign any or all portions of its rights or obligations under this MOU to any third party without the prior written consent of the other Party.

12. **CAPTIONS.** Captions used in this MOU are for reference only and shall not constitute substantive matter to be considered in construing the terms of this MOU.

13. **COUNTERPARTS.** This MOU and any attached Schedules may be executed and delivered in counterparts, and by each Party in a separate counterpart, each of which when so executed and delivered shall constitute an original and all of which taken together shall constitute one and the same instrument.

14. **GOVERNING LAW, JURISDICTION, AND VENUE.** This MOU shall be governed by and construed in accordance with the substantive law of the State of California, without giving effect to principles governing conflicts of law. The Parties further agree that any action or proceeding arising out of or related to this MOU shall be brought exclusively in the state or federal court having jurisdiction over Kern County, California.

15. **LEGAL CONSTRUCTION.** If any provisions of this MOU is found to be invalid or unenforceable, such provision shall be severed, and the remainder of the MOU shall remain in full force and effect, provided the MOU continues to reflect the intent of the Parties.

16. **AMENDMENT.** No amendment, modification, or alteration of this MOU shall be valid unless made in writing and signed by authorized representatives of all Parties.

17. **NOTICES.** All notices under this MOU shall be in writing and shall be deemed delivered when (i) personally delivered, or (ii) sent by registered or certified mail, postage prepaid, return receipt requested, three (3) days after deposit in the U.S. mail. Notices shall be sent to the addresses set forth at the beginning of this MOU or such other address as a Party may specify by notice.

18. **NO WAIVER.** Failure of KCSOS to enforce at any time any provision of this MOU shall not be construed as a waiver of such provision or of any other provision or of the right of KCSOS to enforce such provision.

19. **NONDISCRIMINATION.** Each Party agrees not to discriminate in the treatment of any individual on any ground prohibited by law, nor shall any of them harass any person while performing this MOU based on gender or any other basis prohibited by applicable law.

[signature page follows]

IN WITNESS WHEREOF, the Parties, through their duly authorized representatives, have entered into this MOU as of the date first written above.

Caliente Union School District
SCHOOL DISTRICT

E-SIGNED by Robin Shive
on 2025-09-29 09:11:02 PDT

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

Date: _____

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

E-SIGNED by Michael Gumapac
on 2025-09-24 14:52:07 PDT

By _____
Signatory Name: Michael Gumapac
Title: District Fiscal Gumapac
Address: 1300 17th Street, Bakersfield, CA 93301
Acct Code: 01-306-0000-0-5800.00-8600-7700-00-
0000-000

Date: _____

SCHEDULE "A"

Software License Subscription Schedule

Caliente Union School District

KCSOS Software Licenses are each identified below, and which are collectively referred to as the "Software."

KSOS is authorized to transfer the amounts owing under this Agreement from the

01-0000-0-1100.00-5800-1000-000-00-000-0000

following DISTRICT Account Code: _____

Product	Annual Price	Number of Licenses
Lightspeed	\$ 275	55
	\$	
	\$	
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Total Software License Price	\$15,125	55

Proposition 28: Arts and Music in Schools Funding

Annual Report

Fiscal Year 2025-26

Name: Caliente Union Elementary

CDS Code: 1563388-0000000

Allocation Year: 2024-25, 2023-24

1. Narrative description of the Prop 28 arts education program(s) funded. (2500 character limit).

The funds were used to provide art supplies and music supplies to students. This year the students put on a musical for the community. Which included an art show, talent show and short musical.

2. Number of full-time equivalent teachers (certificated). 0.5

3. Number of full-time equivalent personnel (classified). 0.0

4. Number of full-time equivalent teaching aides. 0.8

5. Number of students served. 50

6. Number of school sites providing arts education. 1

Date of Approval by Governing Board/Body 7/9/2024 12:00:00 AM

Annual Report Data URL

<https://calienteschooldistrict.org/piute/>

Submission Date 10/8/2025 9:47:44 AM



October 7, 2025

Caliente Union Elementary
12400 Caliente Creek Rd
Caliente, Ca 93518

**RE: CALIENTE ADOBE SOFTWARE CONTRACT 25-26 CONTRACT NUMBER
26272575**

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 **10/27/2025**.

For questions or concerns regarding this agreement please contact, Chris Martin at 661-636-4209, or chmartin@kern.org.

Sincerely,

E-SIGNED by Michael Gumapac
on 2025-10-08 12:23:47 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

**MEMORANDUM OF UNDERSTANDING
FOR SOFTWARE LICENSING**

This Memorandum of Understanding ("**MOU**") is between the Kern County Superintendent of Schools, a California public education agency with its principal place of business at 1300 17th **Street**, Bakersfield, CA 93301 ("**KCSOS**") and Caliente Union School District ("**District**"), which may be individually referred to as "Party" and jointly referred to as the "Parties."

RECITALS

A. The purpose of this MOU is to allow the District access and use of specific licensed software applications procured by KCSOS under licensed software agreements with third parties (collectively, the "**Master Agreements**"). The Master Agreements are fully incorporated herein by reference, and this MOU is subject to all of the terms and conditions set forth in the Master Agreements, as applicable depending on which software applications and licenses the District receives hereunder.

B. The Parties desire to enter into this MOU to increase student access and achievements and streamline administrative burdens for the District by facilitating the District's access to software licenses, as selected by District.

C. Through this MOU, the District will receive the benefit of KCSOS's negotiated rates in the Master Agreement's in order to promote cost-effective and equitable access to educational software tools, as permitted by, and in furtherance of, California Education Code sections 51865 and 35160, and California Government Code section 6500 et seq.

D. The Parties hereby enter into this cooperative licensing MOU under the authority granted to public school districts to contract under the terms of agreements entered into by other public agencies, commonly referred to as "piggyback contracts" pursuant to Public Contract Code section 20118.

E. For the purposes of this MOU, "Authorized Users" means any employees, personnel, representatives, and agents of District, and "Software" is defined on Schedule A.

TERMS

Based upon the Recitals and the promises and obligations exchanged by the Parties in this Agreement, KCSOS and the District agree as follows:

1. **LICENSE.** KCSOS agrees to provide to District a non-exclusive, non-transferable license to use the Software listed on the attached Schedule A, subject to and only as permitted under the Master Agreement for the Software so selected therein (collectively, as applicable, the “**License**”).

2. **MASTER AGREEMENT.** The District agrees to utilize the Software and its associated License in full compliance with, and subject to, every term of the Master MOU between KCSOS and the applicable software provider. District expressly acknowledges that the Software is confidential, copyrighted property of third parties, and that title to all copies thereof is retained by the applicable third parties and licensors. District shall not decompile, disassemble, decrypt, extract, or otherwise reverse engineer the Software. The Software and all copyrights, patents, trade secrets or other intellectual property subsisting therein shall at all times be the sole and exclusive property of Parties so designated in the applicable Master Agreement. District shall have no right of ownership or title therein.

3. **TERM.** The term of each License granted hereunder shall be for twelve (12) consecutive months, beginning from October 1, 2025 to September 30, 2026, unless terminated by either Party pursuant to the provisions herein.

4. **SOFTWARE DELIVERY.** Each License will be provided to the District directly from KCSOS, and the Parties will work collaboratively to deploy and adopt the License(s) into the District's existing IT infrastructure.

5. **PRODUCT INSTALLATION, TRAINING AND MAINTENANCE.** KCSOS will provide onsite installation and training services to assist District in making the License to the Software operational. District shall pay KCSOS for such services at a mutually agreed rate and will reimburse KCSOS for all reasonable out-of-pocket expenses incurred by KCSOS related to delivering the agreed-upon services, pursuant to a separate agreement for technology services entered into by and between the Parties.

6. **EXPORT RESTRICTIONS AND REGULATIONS.** The Software, including any technical data, is subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may also be subject to export or import regulations in other countries.

7. **INDEMNIFICATION.**

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