

June 9, 2026 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: Adonae Faris _____
Louis Varga _____
Matthew Taylor _____
Karina Parker _____
Danny Moyer _____
District Personnel Present:
Robin Shive _____
Marcos Gamino _____
James Alexander _____

Flag Salute

II. REPORTS

- A. Parent Advisory Committee/ Parent Teacher Club-
- B. Teacher Report – James Alexander
- C. Williams Act – no reports
- D. Facilities - Report from Clancy
UPK building Accounting - Marcos Gamino
- E. Piute Mt School Report –Summer Camp newsletter
- G. Developer’s Fees as of June 4, 2026 \$86,058.48

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. Certain Personnel Matters - Classified Staff

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 May 14, 2026
- B. Approval of Payroll and Warrant Authorization.
- C. Approval of Inter District Transfer for Colbie and Zane Adams who parents work in Tehachapi
- D. Approval of KCSOS Contract Number 26341274 for PBIS coACHING IN THE AMOUNT OF \$4,245
- E. Approval of KCSOS Contract Number 27337464 for Business Office Systems QSS 26-27 \$5,035.02
- F. Approval of KCSOS Contract Number 27337156 for District External Accounting \$2,000 per year plus \$400 per month as stated in the contract.
- G. Acceptance of Grant Award through Kitchen Infrastructure and Training (KIT) in the amount of \$2,875.14 and to be used in the guidelines as stated by Grant Award.
- H. Acceptance and approval for Consolidated Application Funding for the 2026-2027 Fiscal Year
- I. Approval of Resolution No. 06-26 Termination of JPA with SLS as its dissolution with KCSOS and SLS shall continue as a division administered by KCSOS.
- J. Legal Service Agreement through KCSOS
- K. KCSOS Contract Agreement Number 27340099 for Enhanced Firewall 2026-2031 in the amount of

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

VI. BUSINESS, PERSONNEL, AND INSTRUCTION/CURRICULUM

A. Discussion of Board Policy 1260 Educational Foundation and ownership of Scholarship

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

B. . Public Hearing – 2026-2027 Proposed Budget

- The proposed 2026 -2027 budget will be submitted to the Board of Trustees for review,
- At _____ pm the Public Hearing was opened for public comment regarding the 2026-2027 proposed Budget.
- Members of the community are welcome to address the Board of Trustees regarding the 2026-2027 proposed budget.

- At _____ pm the public hearing was closed to public comment

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

C. Public Hearing – 2026-2027 Proposed LCAP

- The proposed 2026-2027 budget will be submitted to the Board of Trustees for review,
- At _____ pm the Public Hearing was opened for public comment regarding 2025-2026 proposed LCAP.
- Members of the community are welcome to address the Board of Trustees regarding the 2026-2027 proposed LCAP.
- At _____ pm the public hearing was closed to public comment

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

D. Approval of Resolution of Education Protection Act – Marcos Gamino

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

E. Approval of Excess Spending as reported by CBO- Marcos Gamino

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

F. Acceptance of resignation of Clay Moyer as part time bus driver/custodian

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

VII. BOARD MEMBER REPORT & DISCUSSION-

ADJOURNMENT _____

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

Caliente Union School District
Board of Trustees Regular Board Meeting

MINUTES

May 12, 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

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

REPORTS:

Parent Advisory Committee/ PTC- PAC

PAC - Reviewed and approved LCAP goals for 2026-2027. PTC will purchase gifts for graduates and help with decorations and refreshments.

Teacher Report -Ms Simmons shared her personal progress regarding her credentialing program and the academic success of students as reflected in math and ELA benchmark assessments.

Williams Act No Williams reports at this time.

Facilities -Clancy provided a print out of his facilities report. See attachment

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

Piute Mt. School Report - School newsletter was shared.

Developer's Fees as of May 4, 2026 \$86,058.48

Public Comment Christina Aguilera, Karen Ward, Debbie Donaldson - CEF Scholarship was discussed and who owns the scholarship that is sponsored by CEF funds. The Board will have the item on the June 9, 2026 agenda.

No Closed Session

Consent Agenda

- A. Approval of Regular Minutes of April 14, 2026

- B. Approval of Payroll and Warrant Authorization.
- C. Approval of Charge Ready Transport Plan through SCE
- D. Approval of Kern County Plan for Providing Educational Services to Expelled Students per Ca. Ed. Code 48926

Moved by Matt Taylor seconded by Danny Moyer and unanimously carried by all board members present.

Business, Personnel

- A. **Approval to accept a yearly contract for the Nitratax sensor by Hach Service for \$1,245.**

Moved by Louis Varga, seconded by Karina Parker and unanimously carried by all board members present.

- B. Discussion of Rough Draft LCAP Goals as presented in attachment and approved by Parent Advisory Committee.

Board Report: A. Graduation ceremonies are on May 29 with K graduation @ 9:00. And 8th grade graduation at 6:00 pm. Board members were asked to attend to hand out diplomas, flowers, and congratulatory hand shakes.

B. Teacher interviews will take place on May 19, 2026 beginning at 9:15 am for the 2 open positions held by non - credentialed teachers.

Adjournment Moved by Louis Varga seconded by Karina Parker and unanimously carried by all members present to adjourn at 7:28 p.m.

NOTE** Next Regular Board meeting will be on June 2, 2026 at 6:30 in the **Classroom #9**.

BY: Robin Shive -Superintendent



Clerk of the Board Approval

Date

Office of Christine Lizardi Frazier
Kern County Superintendent of Schools
Advocates for Children
1300 17th Street - CITY CENTRE
Bakersfield, CA 93301-4533

INTERDISTRICT ATTENDANCE AGREEMENT REQUEST

This is to request an Interdistrict Attendance Agreement for School Year 20 26 -20 27 for:

Name Colbie Adams Grade 8 Name _____ Grade _____

Name Zane Adams Grade 7 Name _____ Grade _____

Address 13751 Paradise Valley Road, Caliente, CA Zip Code 93518 Telephone 661-428-0917

who lives in the _____ Caliente Unified _____ School District

to go to Jacobsen Middle School in the _____ Tehachapi Unified _____ School District.

The reasons for this request are as follows: Mother works in Tehachapi and children have attended school in Tehachapi since Kindergarten.

If the reason given is child care, please fill in the following:

a. BABYSITTER: Name _____
Address _____ Zip Code _____ Telephone _____

b. PARENT EMPLOYMENT:
Father _____ Name of Business _____ Work Hours and Days _____
Business Address _____ Telephone _____
Mother Catherine Adams Name of Business TCCWD Work Hours and Days 40hr/(M-F)
Business Address 22901 Banducci Road, Tehachapi, CA 93561 Telephone 661-822-5504

I declare under penalty of perjury that the above information is accurate to the best of my knowledge. I further acknowledge that attendance in a non-resident district is a privilege and not a right. I acknowledge that the district granting this request shall have the right to revoke and end this agreement if (1) the district of attendance makes a reasonable determination that the continuing presence of the student would interfere with the needs of the district, the best interests of the student, or both; and (2) the district of attendance gives five (5) school days notice prior to the revocation of this agreement. I understand that I have a right to appeal any decision regarding this request by either district to the county board of education pursuant to Education Code section 46601. I further understand that the Interdistrict Attendance Agreement only covers the school year indicated above.

Signed Catherine Adams Date 5/15/26

Relationship Mother

.....
For District Use Only

Request denied by _____ Date _____
School District _____

Request granted by the governing boards of the school districts above named for the school year 20____ -20____
subject to the following terms:

- a. Parents provide own transportation. Yes No
- b. District of attendance to receive the average daily attendance for apportionment purposes.

District of Residence _____ District of Attendance _____

Agreement Approved _____ Agreement Approved _____

By _____ By _____



May 15, 2026

Caliente Union School District
12400 Caliente Creek Rd
Caliente, Ca 93518

**RE: CALIENTE SCHOOL DISTRICT - PBIS- ALIGNED PRACTICES (25-26)
CONTRACT NUMBER 26341274**

Dear Dr. 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 **6/15/2026**.

For questions or concerns regarding this agreement please contact, Crystal Gilbertson at 6616364563, or crgilbertson@kern.org.

Sincerely,

E-SIGNED by Michael Gumapac
on 2026-05-15 12:25:31 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

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

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

RECITALS

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

- A. County Superintendent is qualified and has recent successful experience providing professional development.
- B. Principal has requested mutually agreed upon professional development training.
- 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. 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 **3/26/2026** and shall end on **6/30/2026**. The parties may extend the Agreement beyond its initial term as mutually agreed in writing.
3. Price. Contractor shall provide all labor, equipment, materials, and supplies to furnish the services called for under this Agreement in exchange for payment in the amount of **\$4,245.00 (total flat fee)**. Contractor shall be paid for services satisfactorily rendered based upon invoices submitted no more frequently than monthly or **SUPERINTENDENT** is authorized to transfer the amounts for the services from **DISTRICT** Account Code:

01-0000-0-5800.00-0303-7200

The total amount payable to Contractor under this Agreement shall not exceed **\$4,245.00**.

PRINCIPAL
Caliente Union School District

E-SIGNED by Dr. Robin Shive

By: on 2026-05-19 11:17:36 PDT

Print Name: Robin Shive
Title: Superintendent
Address: 12400 Caliente Creek Rd.
Caliente, Ca 93518

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

E-SIGNED by Michael Gumapac

By: on 2026-05-15 12:25:28 PDT

Signatory Name: Michael Gumapac
Title: District Fiscal Analyst
Address: 1300 17th Street, Bakersfield, CA 93301
Account Code: 01-710-0000-0-8677.00-0000-0000-00-0000-000
Account Code:

Date: May 19, 2026

Date: May 15, 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. 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 Service Provider Agreement, Professional Development SLS# 23678 (Revised 1/2026)

change in the form of the policy or reduction in coverage. Nothing in this section concerning minimum insurance requirements shall reduce Contractor's liability or obligations under the indemnification provisions of this Agreement.

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

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

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

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

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

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

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

9. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Caliente Union School District: Piute Mountain School - Dr. Robin Shive

Scope of Work:

Participants will build a foundational understanding of PBIS and their critical role in creating positive learning environments through intentional interactions with students.

- Understanding the difference between punishment and discipline and how each impacts student behavior and relationships
- Learning the 5:1 positive interaction ratio and why positive reinforcement improves student outcomes
- Practicing behavior-specific praise using sentence frames to reinforce expected behaviors

Participants will reflect on implementation and strengthen their ability to use positive interactions and PBIS strategies in real classroom situations.

- Reflecting on experiences using positive reinforcement and praise strategies
- Problem-solving common challenges when responding to student behavior
- Practicing language and strategies that maintain dignity while redirecting behavior

Participants will refine their use of PBIS practices and identify strategies to support consistent positive behavior systems for the upcoming school year.

- Deepening skills in behavior-specific praise and positive redirection
- Developing shared language and practical tools to support student behavior
- Identifying key PBIS practices paraprofessionals can implement at the start of the school year

Fee per Consultant:

\$1,500.00 Full Day x 2 Days = \$3,000.00

\$1,000.00 Half Day x 1 Day = \$1,000.00

Mileage: 200 miles x \$0.725 = \$145.00

Materials = \$100.00

Total Contract Amount = \$4,245.00

ATTACHMENT B
KCSOS SERVICE PROVIDER AGREEMENT
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May 12, 2026

Caliente Union Elementary
12400 Caliente Creek Road
Caliente, Ca 93518

**RE: CALIENTE UNION DISTRICT BUSINESS OFFICE SYSTEMS - QSS 26-27
CONTRACT NUMBER 27337464**

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 **6/4/2026**.

For questions or concerns regarding this agreement please contact, Emily Morales at 661-636-4380, or emmorales@kern.org.

Sincerely,

E-SIGNED by Michael Gumapac
on 2026-05-13 15:27:47 PDT

Michael Gumapac
District Fiscal Analyst
Division of Fiscal Support

JGM:MG:af
Enc.

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

District Business Office Systems Agreement
2026-2027

This agreement is entered into between the KERN COUNTY SUPERINTENDENT OF SCHOOLS (SUPERINTENDENT) and the Caliente Union School District (DISTRICT). This agreement is in effect July 1 - June 30 and will automatically renew each fiscal year with same services unless SUPERINTENDENT is notified of requested changes in writing no later than September 15th of the current fiscal year.

SUPERINTENDENT shall not be liable to DISTRICT for any consequential damages resulting from Superintendent's inability or failure to provide the specified services, and DISTRICT's sole recourse for such inability or failure shall be an abatement of the costs to be charged, on a prorata basis.

Services:

1. Provide initial and ongoing training in the use of the QSS/OASIS system.
2. Provide access for various types of connections to the QSS/OASIS system.
3. Provide local support and assistance on the QSS/OASIS system.
4. Provide web based support and assistance for the QSS/OASIS system.

A. Connection cost for unlimited amount of users at all access levels:

Caliente Union School District proportionate share of cost based on W-2 count of 30

Payment Amount	No. of Payments	Annual Cost
\$ 1,258.75 x	4	\$ 5,035.02

SUPERINTENDENT is authorized to transfer the amounts for the services described above on a quarterly basis from DISTRICT
\$ 5,035.02
Section 1 Total

Account Code: 01-0000-0-5800.00-0000-7200

Caliente Union School District
GOVERNING BOARD

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

E-SIGNED by Robin Shive
on 2026-05-13 16:36:04 PDT

E-SIGNED by Michael Gumapac
on 2026-05-13 15:27:50 PDT

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

By: _____
Signatory Name: Michael Gumapac
Signatory Title: District Fiscal Analyst
Address: 1300 17th St, Bakersfield, CA 93301
Account code: 01-315-0000-0-8677.00-0000-0000-00-0000-000

Date: May 13, 2026

Date: May 13, 2026



May 5, 2026

Caliente Union Elementary
12400 Caliente Creek Road
Caliente, Ca 93518

**RE: CALIENTE - DISTRICT EXTERNAL ACCOUNTING - 2026-27 CONTRACT
NUMBER 27337156**

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 **6/5/2026**.

For questions or concerns regarding this agreement please contact, Emily Morales at 661-636-4380, or emmorales@kern.org.

Sincerely,

E-SIGNED by Michael Gumapac
on 2026-05-07 09:28:34 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

DISTRICT EXTERNAL ACCOUNTING SERVICES
Districts with 900 or less average daily attendance (ADA)
2026-2027

This Agreement is entered into between the Kern County Superintendent of Schools (County Superintendent) and **Caliente Union School District** (District) and is dated for reference **July 1, 2026**.

RECITALS

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

- A. County Superintendent has software programs and staff trained and able to perform certain business functions required by the State of California and the District. County Superintendent is willing and agreeable to making these services available to Districts within the boundaries of the County of Kern.
- B. The District has a need for certain business and payroll services to be performed. The District has determined that it is in the District's best interest for the County Superintendent to perform these services on District's behalf.
- C. This Agreement is intended to be the written agreement between the parties related to the services to be provided during the referenced term.

TERMS

The parties agree as follows:

I. District Services.

R.S. ***If initialed here, District agrees to the following services.***

- 1. Scope of Services. The County Superintendent shall prepare on behalf of the district:
 - A. Budget Assumptions.
 - 1. ADA estimate and revenue LCFF revenue calculation
 - 2. Revenue Projections
 - 3. Expenditure Projections
 - B. Budget Development.
 - 1. Roll current year salaries into a budget model using position control, if applicable, in QSS. Position control will automatically place employees on appropriate step and column.
 - 2. Enter budget (into QSS model by appropriate account line).
 - 3. Export budget from QSS to SACS.
 - 4. Develop SACS supplemental reports.
 - 5. Develop multi-year projections.
 - C. Interim Reporting.
 - 1. Update payroll and benefit reports.
 - 2. Revise budget as needed.
 - 3. Export QSS revised budget into SACS software.
 - 4. Develop SACS supplemental forms.
 - a. Develop cashflow reports.
 - b. Review adopted budget Multi-Year Projection assumptions.
 - D. Year End Closing Entries.
 - 1. Correct entries as needed.
 - 2. Review investment balances, if any.

3. Develop receivables prelist.
 4. Develop payables prelist.
 5. Review interfund activity.
 6. Review cafeteria account entries.
 7. Reconcile revolving fund.
 8. Make indirect charge entries, if necessary.
 9. Make entries for contributions to restricted programs.
 10. Make deferred revenue journal entries.
 11. Interfund transfer processing.
- E. Unaudited Actuals
1. Create an unaudited actuals download file & import into SACS.
 2. Run TRC and make corresponding corrections.
 3. Schedule of Long-Term Liabilities.
 4. Schedule of Capital Assets.
 5. Categorical – Federal/State Grant Awards (CAT).
 6. Current Expense Formula (CEA/CEB).
 7. Summary of Interfund Activities (SIAA).
 8. LCFF revenue summary
 9. Lottery Report (Selected Districts only).
 10. Average Daily Attendance (A).
 11. Regional Occupational Program (if applicable).
 12. Indirect Cost Rate Worksheet.
 13. SACS Software Printout to All Funds (Actuals and Budget).
 14. Budget Report by Fund from QSS Software.
 15. Transportation Report Including all Schedules (TRAN).
 16. PCR.
 17. PCRAF
- F. Gann Limit Calculation.
- G. Accrual Reversals.
1. Review & clear prior year accounts payable.
 2. Review & clear prior year accounts receivable.
 3. Review & clear prior year due to/due from.
 4. Review all prior year accrual balances.
 5. Reverse deferred revenue into budget year.
 6. Convert prepaids to current year expense.
- H. Budget Revisions.
1. At interim reports.
 2. On district request or when necessary.
- I. Revenue Projections.
1. Following January budget proposal.
 2. Following May revise.
 3. Prior to Interim Reports.
 4. On district request.

2. Payment for Services. County Superintendent agrees to perform the job functions described above for a base price of **\$2,000.00** per month. (KCSOS Account Code: **01-330-0000-0-8677.00-0000-0000-00-0000-000**)

It is the District's responsibility to provide all necessary data so that the budget reports will accurately reflect the revenues and expenditures expected by the District.

II. Employer State Reporting

 R.S. *If initialed here, District agrees to the following Services.*

A. Scope of Services.

1. Multi worksite report.

- B. Fee for the foregoing services is \$50.00 monthly.
(KCSOS Account Code: **01-320-0000-0-8677.00-0000-0000-00-0000-000**)

III. HEAR Billing Reconciliation

R.S. *If initialed here, District agrees to the following services.*

- A. Scope of Services.
1. Reconciliation of the monthly HEAR billing for SISC III activity.
2. Balancing payroll activity with Monthly Activity Reporting.
- B. Fee for the foregoing services is **\$250.00** monthly.
(KCSOS Account Code: **01-320-0000-0-8677.00-0000-0000-00-0000-000**)

IV. Other Business Functions. It is understood that from time-to-time the District may be required to file documentation to various public entities. The County Superintendent will assist the District to complete any documentation that may be required. District shall compensate County Superintendent for "other business functions" at a rate of **\$150.00 per hour**.
(KCSOS Account Code: **01-330-0000-0-8677.00-0000-0000-00-0000-000**)

V. Travel. It is agreed that any travel-related expenses incurred by County Superintendent employees while performing duties related to the contract will be the responsibility of the District. Mileage related expenses will be billed at the IRS approved mileage rate.

VI. Approval for Transfer. Payment will be in the form of a fund transfer and will occur monthly.

Account line charged will be: 01-0000-0-5800.00-0000-7200

VII. Term of the Agreement. The initial term of this Agreement shall begin effective **July 1, 2026**. This agreement shall terminate and supersede the preceding External Accounting Services Agreement between the parties. The Agreement shall roll over and continue in effect for subsequent terms of one year each unless either party provides written notice of termination within 30 days prior to the end of the term in progress. If no such notice is provided or received, the District agrees to continue to Agreement and pay the current annual rate for services as determined by KCSOS. Compensation for services shall reflect the applicable rate for each renewal term as set forth in this Agreement.

VIII. Records. The District is expected to maintain hard copies of all documents given to the County Superintendent in the course of performing the services of this contract.

IX. General Provisions of This Agreement

A. Mutual 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's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by the indemnifying party's breach of the terms of this Agreement.

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 obligations to indemnify set forth in this section shall include reasonable attorney's fees and investigation costs and all other reasonable costs, expenses and liabilities from the time of giving the first notice of any claim or demand.

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 caused solely by the active negligence or by the willful misconduct of the other party.

- B. 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 do business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; (3) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law.

Each party's policy 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 coverage, each 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 liabilities or obligations under the indemnification provisions of this Agreement. If at any time a party fails to maintain the required insurance in full force and effect, the other party may cease all work under this Agreement.

The parties acknowledge that either or both of them may be a permissibly self-insured public entity in accordance with the California Government Code, and that the insurance requirements herein may be satisfied by proof of self-insurance coverages within the stated amounts.

- C. Status of Parties. The parties agree that, in performing the services specified in this Agreement, each party shall act as an independent contractor and shall have control of all work and the manner in which it is performed. The parties shall be free to contract for similar services to be performed while under contract with each other.

Any employees or assistants retained by either party shall be the responsibility of the retaining party and not of the other. Each party shall determine the means and methods for carrying out the work to achieve the result required by this agreement, and shall determine the hours during which the services shall be performed and the sequence of tasks.

- D. Termination. Either party may terminate this Agreement prior to its expiration as follows:
1. If anyone takes over the operation of either party due to fiscal reasons, the agreement is automatically terminated unless the parties each agree to continue the agreement in effect.
 2. If the other party fails to comply with the insurance or indemnification requirements of this Agreement.
 3. If the other party commits a material breach of this Agreement and fails to cure the breach within 30 days after written demand.

- E. Miscellaneous.
1. Entire Agreement. This Agreement [*including any exhibits or schedules referred to in this Agreement*] constitutes the final, complete and exclusive statement of the terms of the Agreement between the parties pertaining to the subject matter of the Agreement [or describe the general nature of the transaction] and 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.
 2. 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.
3. 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.
 4. Assignment. Neither party may assign any rights or benefits or delegate any duties under this Agreement without the written consent of the other party or parties. Any purported assignment without written consent shall be void.
 5. 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 persons to any party of this Agreement, nor shall any provision give any third persons any right of subrogation or action over against any party to this Agreement.
 6. Severability. If any provision of this Agreement is held by a court or arbitrator 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.
 7. 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 the application of the laws of another jurisdiction.
 8. 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 services 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 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 mailings be done registered or certified mail shall not defeat the effectiveness of notice actually received by the addressee.
 9. Authority to Enter Into Agreement. Each party to this Agreement represents and warrants that it has the full power and authority to enter into this Agreement and to carry out the transactions contemplated by it, and has take all action necessary to authorize the execution, delivery and performance of the Agreement.
 10. Nondiscrimination and Harassment. Each party agrees that it will not unlawfully discriminate, harass or allow harassment, against any employee or other person, because of sex, race, color, ancestry, religious creed, national origin, mental or physical disability (including HIV and AIDS), marital status, or age, and shall comply with all applicable laws pertaining to employment.
 11. Conflicts of Interest. Each party is aware of and agrees to comply with the requirements of Government Code Sections 1090 and 87100, and other applicable rules on conflicts of interest.

**DISTRICT
Caliente Union**

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

E-SIGNED by Robin Shive
on 2026-05-11 11:10:24 PDT

E-SIGNED by Michael Gumapac
on 2026-05-07 09:28:41 PDT

By: _____

By: _____

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

Signatory Name: Michael Gumapac
Title: District Fiscal Analyst
Address: 1300 17th Street, Bakersfield, CA 93301
Account Code: 01-330-0000-0-8677.00-0000-0000-00-0000-000
Account Code:

Date: May 11, 2026

Date: May 07, 2026

Grant Award Notification

GRANTEE NAME AND ADDRESS Robin Shive, Superintendent Caliente Union Elementary School District 12400 Caliente Creek Rd. Caliente, CA 93518-2851		CDE GRANT NUMBER				
		FY	PCA	Service Location	Suffix	
		25	25789	63388	00	
Attention Leticia Alvarez		INDEX		County Code		
Email rshive@calienteschooldistrict.org		0190		15		
Telephone 661-867-2301		STANDARDIZED ACCOUNT CODE STRUCTURE				
Grantee Unique Entity ID (UEI)		Resource Code		Revenue Object Code		
Program Office		7042		8520		
Name of Grant Program 2025 Kitchen Infrastructure and Training (KIT) Grant						
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	\$2,875.14		\$2,875.14		7/1/2025	6/30/2028
ALN	Federal Award ID Number	Federal Grant Name			Federal Agency	

I am pleased to inform you that you have been funded for the 2025 Kitchen Infrastructure and Training Grant (KIT).

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.

Please read the terms of this Grant Award Notification and submit your e-signature to accept this award within 10 business days via Adobe Sign. Upon completion, an automated email with a final PDF copy will be sent to all parties, including food service directors/managers who are cc'd on the award email with view only access.

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 analyst listed below to discuss other signing options.

California Department of Education Contact Danielle Rice		Job Title Analyst II	
E-mail Address kit2025@cde.ca.gov		Telephone 916-323-2538	
Authorized by the State Superintendent of Public Instruction or Designee <i>Tony Thurmond</i>		Date May 11, 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 Robin Shive		Title Superintendent	
E-mail Address rshive@calienteschooldistrict.org		Telephone (661)867-2301	
Signature <i>Robin Shive</i>		Date May 11, 2026	

2025 Kitchen Infrastructure and Training (KIT) Grant Supplemental Agreement between the California Department of Education and Caliente Union Elementary School District

Congratulations on your success in competing for these grant funds. We applaud your commitment to providing nutritious meals to California's children. This grant is authorized by Assembly Bill 121 (Committee on Budget. Education finance: education omnibus budget trailer bill). Section 79 of this law appropriated \$145 million from the State of California's General Fund to the CDE to competitively award KIT Grants.

The 2025 KIT Grant supports improving the quality of meals served through the National School Lunch Program (NSLP) and School Breakfast Program (SBP), which may include procurement of California-grown, whole or minimally processed food, food service staff training and salaries, and kitchen infrastructure upgrades. For more information on this grant, please refer to the 2025 KIT Grant web page at <https://www.cde.ca.gov/ls/nu/sn/kit2025.asp>.

This Grant Award Notification (GAN) must be signed and submitted to the Nutrition Services Division before any grant funds can be disbursed to your district or agency. Please keep a copy for your records.

Upon receipt of a signed copy of this GAN, the CDE will disburse the initial 50 percent of the awarded grant funding. All grantees will be required to complete both a progress report and final report. Once the progress report has been submitted, school food authorities (SFA) will be eligible to receive an additional 25 percent of their remaining grant award total. The CDE will distribute the remaining 25 percent upon receipt of the SFA's final report. If your district or agency does not submit a progress report or a final report, then your total award may be rescinded. Incomplete or missing progress reports or final reports may result in the described loss of funding. The text within this paragraph constitutes all required notice.

GRANTEES AGREE TO:

- Be an approved NSLP and SBP sponsor prior to receiving grant funding.
- Encumber funds for the approved program activities in accordance with the grant regulations and all applicable regulatory requirements regarding the administration and expenditure of these funds by the end date indicated on the first page of this grant.
- Submit a progress report by January 30, 2027.
- Submit a final report by June 30, 2029.
- Return unused funds within 30 days of receiving a CDE billing notice.

2026–27 Certification of Assurances

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <https://www.cde.ca.gov/fg/aa/co/ca26assurancetoc.asp>.

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to participate in the monitoring process regarding the use of these funds according to the standards and criteria set forth by the California Department of Education Federal Program Monitoring (FPM) Office. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this form are on file.

Authorized Representative's Full Name	
Authorized Representative's Signature	
Authorized Representative's Title	
Authorized Representative's Signature Date	

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2026–27 Protected Prayer Certification

Every Student Succeeds Act (ESSA) Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:

Carrie Lopes, Title I Policy, Program, and Support Office, CLopes@cde.ca.gov, 916-319-0126

Protected Prayer Certification Statement

The local educational agency (LEA) hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Robin Shive
Authorized Representative's Title	Principal/Superintendent
Authorized Representative's Signature Date	
Comment If the LEA is not able to certify at this time, then an explanation must be provided in the comment field. (Maximum 500 characters)	

*****Warning*****

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2026–27 LCAP Federal Addendum Certification

CDE Program Contact:

Local Agency Systems Support Office, LCAPAddendum@cde.ca.gov, 916-323-5233

Initial Application

To receive initial funding under the Every Student Succeeds Act (ESSA), a local educational agency (LEA) must have a plan approved by the State Educational Agency on file with the State. Within California, LEAs that apply for ESSA funds for the first time are required to complete the Local Control and Accountability Plan (LCAP), the LCAP Federal Addendum Template (Addendum), and the Consolidated Application (ConApp). The LCAP, in conjunction with the Addendum and the ConApp, serve to meet the requirements of the ESSA LEA Plan.

In order to initially apply for funds, the LEA must certify that the current LCAP has been approved by the local governing board or governing body of the LEA. As part of this certification, the LEA agrees to submit the LCAP Federal Addendum, that has been approved by the local governing board or governing body of the LEA, to the California Department of Education (CDE) and acknowledges that the LEA agrees to work with the CDE to ensure that the Addendum addresses all required provisions of the ESSA programs for which they are applying for federal education funds.

Returning Application

If the LEA certified a prior year LCAP Federal Addendum Certification data collection form in the Consolidated Application and Reporting System, then the LEA may use in this form the same original approval or adoption date used in the prior year form.

County Office of Education (COE) or District For a COE, enter the original approval date as the day the CDE approved the current LCAP. For a district, enter the original approval date as the day the COE approved the current LCAP	08/08/2025
Direct Funded Charter Enter the adoption date of the current LCAP	
Authorized Representative's Full Name	Robin Shive
Authorized Representative's Title	Principal/Superintendent

*****Warning*****

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2026–27 Application for Funding

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Local Governing Board Approval

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

By checking this box the LEA certifies that the Local Board has approved the Application for Funding for the listed fiscal year	Yes
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District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

By checking this box the LEA certifies that parent input has been received from the District English Learner Committee (if applicable) regarding the spending of Title III funds for the listed fiscal year	No
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Application for Categorical Programs

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

Title I, Part A (Basic Grant) ESSA Sec. 1111 et seq. SACS 3010	Yes
Title II, Part A (Supporting Effective Instruction) ESEA Sec. 2104 SACS 4035	Yes
Title II, Part A funds used through the Alternative Fund Use Authority (AFUA) Section 5211 of ESEA	No
Title III English Learner ESEA Sec. 3102 SACS 4203	No
Title III Immigrant ESEA Sec. 3102 SACS 4201	No
Title IV, Part A (Student and School Support) ESSA Sec. 4101 SACS 4127	Yes
Title IV, Part A funds used through the Alternative Fund Use Authority (AFUA)	No

*****Warning*****

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2026–27 Application for Funding

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Section 5211 of ESEA	
Title V, Part B Subpart 1 Small, Rural School Achievement Grant ESSA Sec. 5211 SACS 5810	Yes
Title V, Part B Subpart 2 Rural and Low-Income School Grant ESSA Sec. 5221 SACS 4126	No

Warning

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2026–27 Substitute System for Time Accounting

This certification may be used by auditors and by California Department of Education (CDE) oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the local educational agency (LEA) submits and certifies this data collection.

CDE Program Contact:

Hilary Thomson, Fiscal Oversight and Support Office, HThomson@cde.ca.gov, 916-323-0765

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate.

Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the CDE web site at <https://www.cde.ca.gov/fg/ac/sa/>.

2026–27 Request for authorization	No
LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system (Maximum 500 characters)	

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

**BEFORE THE GOVERNING BOARD OF
Caliente Union SCHOOL DISTRICT**

A Resolution of the Governing Board of Caliente Union School District Approving Termination and Dissolution of the Schools Legal Service Joint Powers Agreement and Authorizing Continuation of Legal Services Through Individual Agreements with the Kern County Superintendent of Schools

RESOLUTION NO. 06-26

RECITALS

A. Caliente Union School District is a party to the Joint Powers Agreement for Legal Services (Revised Effective November 10, 2022) (“JPA”) establishing Schools Legal Service (“SLS”); and

B. The JPA was entered into pursuant to California Government Code section 6500, et seq., for the purpose of jointly providing legal services to participating educational agencies; and

C. The JPA provides that it shall continue from year to year unless terminated by agreement of the participating parties; and

D. The Board of Directors of SLS has approved and recommended termination and dissolution of the JPA and transition of the SLS program to administration by the Kern County Superintendent of Schools (“KCSOS”); and

E. Under the JPA, participating districts pay for legal services based on their individual usage and fee arrangements rather than through pooled funding or shared equity interests; and

F. The participating districts and KCSOS intend that, upon dissolution of the JPA, SLS shall continue as a division administered by KCSOS; and

G. Following dissolution, legal services will be provided pursuant to separate fee and service agreements between KCSOS and each participating district; and

H. The Governing Board finds that termination of the JPA and continuation of legal services under a county-administered division is in the best interests of the agency and the public, provided that such services continue without interruption.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The above Recitals are true and correct.

2. Approval of Dissolution. Governing Board hereby approves the termination and dissolution of the Schools Legal Service Joint Powers Agreement and agrees to such termination as a party to the JPA.

3. Effective Date. District approves an effective date of dissolution of June 30, 2026, or such later date as may be established to ensure orderly implementation and coordination among participating districts.

4. Transition to County-Administered Division. Governing Board acknowledges that, upon dissolution of the JPA, SLS will transition to a division administered by KCSOS.

5. Continuity of Legal Services. Governing Board expressly finds and directs that legal services currently provided through SLS continue without interruption during and after the transition.

Superintendent, General Counsel, and designees are directed to take all actions necessary to ensure:

- Continuous access to legal services;
- Seamless continuation of all active legal matters; and
- Preservation of attorney-client relationships, confidentiality, and professional obligations.

6. Authorization of Individual Fee Agreements. Superintendent, General Counsel, or designee is authorized to negotiate and execute an agreement or agreements with the KCSOS for the provision of legal services following dissolution.

- Establish the terms, scope, and rates for services;
- Provide for continuation or transition of existing legal matters; and
- Ensure uninterrupted legal representation.

7. Satisfaction of Outstanding Obligations. District shall satisfy all outstanding financial and contractual obligations incurred under the JPA prior to the effective date of dissolution.

8. Administrative Actions and Coordination. Superintendent, General Counsel, and designees are authorized to:

- Provide notice of this action to the Administrative Agency and SLS;
- Coordinate with other participating districts regarding dissolution; and
- Take all actions necessary to implement this Resolution.

9. Severability. If any provision of this Resolution is held invalid, the remaining provisions shall remain in full force and effect.

PASSED AND ADOPTED by the Governing Board of Caliente Union School District on this 9 day of June, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED: June 9 2026

GOVERNING BOARD

Adonae Faris
PRESIDENT,

Louis Varga
CLERK/SECRETARY, GOVERNING
BOARD

District # KCSOS Agt. #

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

LEGAL SERVICES AGREEMENT
(Business & Professions Code § 6148)
“Contract Term”: July 1, 2026 – June 30, 2028

This Legal Services Agreement (“**Agreement**”) is entered into between the following parties (separately referred to as “**Party**” and collectively as “**Parties**”):

Caliente Union School District (“Client”)
Attn: Robin Shive, Superintendent
12400 Caliente Creek Rd.
Caliente, CA 93518
Phone: (661) 867-2301
Email: rshive@calienteschooldistrict.org

Kern County Superintendent of Schools (“**KCSOS**”)
Schools Legal Service Department (“**SLS**”)
Attn: Abigale Auffant, General Counsel
1300 17th Street, Seventh Floor
Bakersfield, CA 93301
Phone: (661) 636-4830
Email: sls@kern.org

ARTICLE 1: SCOPE OF LEGAL SERVICES

1.1 LEGAL SERVICES AND MATTERS INCLUDED IN LEGAL SERVICES TO CLIENT. SLS will render, during the Contract Term and when requested by Client and accepted by SLS, legal services to Client including governance, labor, employment, contracts, real property, public works/construction, public records requests, student/special education matters, and other education law areas.

Attorney will provide those legal services reasonably required to represent Client. Attorney will take reasonable steps to keep Client informed of progress and to respond to Client’s inquiries. This Agreement does not cover civil litigation services of any kind. A separate written agreement for such services in any other matter not described above will be required.

SLS reserves the right to decline to provide legal services and representation to Client where, in the opinion of SLS, a matter requires resources that are beyond its capacity or involve any subject matter that is not within its competency. Only attorneys within SLS can provide legal services and representation to Client under this Agreement, and the attorney-client privileged relationship formed by this Agreement exists only between Client and SLS employees.

1.2 MATTERS EXCLUDED FROM LEGAL SERVICES TO CLIENT. SLS discloses, and Client acknowledges and understands, that the attorneys and staff of SLS are employees of KCSOS. SLS also hereby informs Client that SLS renders, from time to time, legal services to and representation of the following entities: KCSOS, Kern County Board of Education, Kern County Committee on School Client Organizations (collectively referred to as “**KCSOS Entities**”) as well as the Kern County Special Education Local Education Authority (“**SELPA**”). Collectively, KCSOS Entities and SELPA shall be referred to as “**In-House Clients**”. Should a conflict, or potential conflict, arise in the future between Client and the In-House Clients, SLS will engage Client and the applicable In-House Client to determine whether measures can be arranged to resolve the conflict or potential conflict. If such measures are not possible, then SLS may continue to represent the In-House Client and terminate SLS’s representation of Client as to all or a portion of the services provided to Client, as applicable. Client agrees to any required waiver that may become necessary to permit SLS’s continued representation of the In-House Clients.

1.3 CLIENT DUTIES. Client agrees to be truthful with Attorney and not to withhold information, to cooperate with Attorney, to keep Attorney informed of any information or developments which may come to Client’s attention, to comply with this Agreement, to pay Attorney’s bills on time, and to keep Attorney advised of Client’s address, telephone number and whereabouts. Client will assist Attorney by timely providing necessary information and access to staff with relevant information, and documents.

independently, and no client shall be deemed subordinate to another.

Legal Services Agreement Page 1 of 4
SLS# 40661 (May 2026)

- 1.5. **PROFESSIONAL INDEPENDENCE.** All attorneys shall exercise independent professional judgment consistent with the California Rules of Professional Conduct. No officer or employee of KCSOS shall conflict with or provide legal advice or strategy.
- 1.6. **KCSOS NON-ACCESS TO LEGAL SERVICES RECORDS.** Except as required by applicable laws or a valid court order, KCSOS shall have no right to inspect or have access to any information or records relating to legal services that SLS provides to Client under this Agreement and that all privilege protections, and laws that apply to the attorney-client relationship shall apply as between SLS and Client and the attorney work-product doctrine shall apply with respect to any attorney work-product prepared by SLS in connection with legal work performed on behalf of Client.
- 1.7. **CLIENT FILES.** Client may have access to Client's case file at SLS's office at any reasonable time. If Client does not request return of Client's file upon the conclusion of Client's matter, SLS shall retain the file for seven years, after which SLS may have Client's file destroyed. If Client desires to have its file maintained beyond the seven years, Client must make separate arrangements with SLS.
- 1.8. **CLIENT APPROVAL NECESSARY FOR SETTLEMENT.** SLS will not make any settlement or compromise of any nature of any of Client's claims without Client's prior approval. Client retains the absolute right to accept or reject any settlement.

ARTICLE 2: HOURLY RATE, COSTS, AND PAYMENT

Client will be billed for the actual time that legal services are rendered by SLS attorneys at \$350.00 per hour, billed in one-tenth of an hour increments. The cost for services rendered by the SLS Collective Bargaining Agreement shall be billed at \$250.00 per hour, and SLS paralegals shall be billed at \$175.00 per hour. The time charges include, but is not limited to, the time SLS attorneys spend on telephone calls, e-mails and other electronic communications relating to Client's matter, including calls and e-mails with Client and other parties and attorneys. The legal personnel and expert consultants assigned to Client's matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as if the work done is reasonably necessary and not duplicative. Attorneys will charge for waiting time and for travel time, both local and out of town.

SLS will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for all costs, disbursements, and expenses in addition to the hourly fees. The costs and expenses commonly include notary fees, messenger, and other delivery fees, postage, outside photocopying and other reproduction costs, travel costs including parking, mileage, transportation, reasonable meals and hotel costs, investigation expenses, translator/interpreter fees, expert consultants' fees and/or master fees and other similar items.

To aid in the preparation or presentation of Client's case, it may become necessary to hire experts, consultant investigators. Client agrees to pay such fees and charges. SLS will select any expert witnesses, consultant investigators to be hired, and Client will be informed of persons chosen and their charges. Client will have the opportunity to object to the selected experts, consultants, and investigators. SLS agrees to seek input from Client on the use of experts, consultants, and subcontractors and will attempt to use Client preferred vendor when appropriate and agreed to by the parties.

SLS shall notify Client of the need and anticipated cost of such exceptional costs and Client shall agree to pay such costs before SLS incurs such costs on behalf of Client, unless legal services are rendered or costs are incurred in an emergency to avoid prejudice to Client.

SLS will send Client bills for fees and costs incurred at the conclusion of every three-month, quarter cycle. Each bill will be payable within 30 days of its delivery. If Client requests an additional copy of its bill, Attorney will provide it within 10 days. Bills for the fee portion of the bill will include the amount, rate, basis for calculation, or other method of determination of the Attorney's fees. Bills for the cost and expense portion of the bill will clearly identify the costs and expenses incurred and the amount of the costs and expenses. Client agrees to timely review all bills rendered by SLS and to promptly communicate any objections, questions, or concerns about their contents.

The rates specified in this Agreement may be revised by KCSOS only upon thirty (30) days' advance written notice to Client. Any such rate changes shall become effective at the beginning of the next fiscal year following notice provided that written notice is given no later than December 31 of the preceding calendar year.

ARTICLE 3: TERM AND TERMINATION OF AGREEMENT

additional agreement for legal services or a Party provides written notice to the other Party to terminate

Legal Services Agreement Page 2 of 4
SLS# 40661 (May 2026)

Agreement. Client may discharge SLS at any time. SLS may withdraw with Client's consent or for good cause permitted under the Rules of Professional Conduct of the State Bar of California and/or applicable law. Among circumstances under which SLS may withdraw are: (a) with the consent of Client; (b) Client's conduct rendering unreasonably difficult for SLS to carry out the employment effectively; and/or (c) Client fails to pay attorney's fees and costs as required by this Agreement. Notwithstanding the discharge, Client will remain obligated to pay SLS at agreed rates for all services provided and to reimburse Attorney for all costs advanced.

Upon termination of services under this Agreement, Client shall pay SLS for legal services, including costs and expenses that SLS rendered or incurred before the effective date of termination. Unless specifically agreed by and Client, SLS will provide no further services and will advance no further costs on Client's behalf after receiving Client's notice of termination, unless SLS is required by ethical or legal reasons to continue representing Client.

ARTICLE 4: INDEPENDENT CONTRACTOR; NON-EXCLUSIVE-RELATIONSHIP, SEVERABILITY

SLS is an independent contractor and is not an employee, partner or agent of Client and, therefore, SLS shall be subject to Client's conflict of interest code. This Agreement does not create an exclusive relationship between the Parties for legal services, and Client retains the right to engage other legal counsel of its choosing at any time, and SLS retains the right to provide legal services to other clients.

If a court of competent jurisdiction holds any provision of this Agreement void, illegal, or unenforceable, the Agreement shall remain in full force and effect and shall be interpreted as though such invalidated provision is not part of this Agreement and the remaining provisions shall be construed to preserve the Parties' intent in the Agreement.

ARTICLE 5: DISPUTE RESOLUTION

The Parties shall meet and confer in good faith to resolve any dispute between them arising out of, resulting from, or relating to this Agreement, including any dispute relating to this Agreement that arises or occurs after the termination of this Agreement. Except for an action to preserve the status quo and/or prevent irreparable harm, no Party shall commence any cause of action, action, lawsuit, or proceeding arising out of, resulting from, or relating to this Agreement until after the Party has complied with the provisions of this Article. The provisions of this Article shall survive termination of this Agreement. Disputes regarding legal fees arising under this Agreement shall be submitted initially to mediation pursuant to California Business and Professions Code section 6200, et seq. If the dispute is not resolved thereby, then to non-binding arbitration, pursuant to California Business and Professions Code section 6200, et seq. Disputes submitted to such non-binding arbitration will follow such rules regarding motions, discovery, admissibility of evidence, and appeals as have been promulgated by the board of trustees of the State Bar of California for such purposes.

ARTICLE 6: WARRANTIES AND REPRESENTATIONS.

6.1 This Agreement contains the entire and exclusive agreement of the Parties under Code of Civil Procedure section 1856. No other agreement, statement or promise made on or before the effective date of this Agreement will be binding on the Parties. If there is uncertainty regarding language in this Agreement, Code section 1654 shall not apply to interpret the uncertainty. The language of this Agreement shall be interpreted according to its fair meaning and not strictly for or against any Party and under California law. The Parties may execute this Agreement and any amendment in counterparts such that each Party's signature is on a separate page. A copy or an original of this Agreement or an amendment with the Parties' signatures, whether original or transmitted by electronic means, shall be deemed a fully executed contract. The Parties may amend or waive any provision of this Agreement only by a writing executed by them.

6.2 Client agrees that it has had a reasonable opportunity to consult with an independent lawyer regarding this Agreement, whether or not it has actually chosen to do so. Client acknowledges it has duties of veracity, candor, cooperation, and timely payment of its legal bills to SLS. Client acknowledges it has received no guarantees of result or estimates of costs from SLS as inducements to enter into this Agreement.

6.3 Each Party shall give any notices, demands, and all other communications required or permitted under this Agreement in writing and by one of the following methods to the other Party at its address and/or e-mail address stated on page 1, delivery to be effective upon receipt thereof by the other Party: (a) hand delivery; (b) by a reputable overnight courier service that tracks the delivery; (c) sent by certified mail, return receipt requested, postage prepaid; or (d) sent by regular mail and transmitted by email. A Party may change its contact person and/or contact information stated on page 1 by notifying the other Party of the party change and the effective date thereof in accordance with this Section 6.3. The provisions of this Section

6.4 Each person executing this Agreement on behalf of a Party represents that he/she is authorized to execute on behalf of and to bind the Party to this Agreement.

CLIENT

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

By: _____

Print Name: Robin Shive
Title: Superintendent
Address: 12400 Caliente Creek Rd.
Caliente Ca 93518
Account Code:

By: _____

Signatory Name: Michael Gumapac
Title: District Fiscal Analyst
Address: 1300 17th Street, Bakersfield, CA 93301
Account Code:

Date: _____

Date: _____

**BEFORE THE BOARD OF DIRECTORS OF
SCHOOLS LEGAL SERVICE**

Resolution Approving Termination and
Dissolution of the Schools Legal
Service Joint Powers Authority and
Authorizing Transition to a Division
Administered by the Kern County
Superintendent of Schools

RESOLUTION NO. 26-1

RECITALS

A. The Joint Powers Agreement for Legal Services (Revised Effective November 10, 2022) ("JPA") establishes Schools Legal Service ("SLS") pursuant to California Government Code section 6500, et seq.; and

B. The JPA provides that it shall continue from year to year unless terminated by agreement of the parties; and

C. The Board of Directors is vested with authority to oversee and administer the SLS program and to carry out actions necessary to implement and maintain the purposes of the JPA until its termination; and

D. Participating agencies pay for legal services based on their individual usage and fee arrangements rather than through pooled funding or shared equity interests; and

E. The Board of Directors further finds, based on its review of financial and operational conditions, that the current JPA structure is no longer fiscally sustainable, as it does not efficiently align administrative costs with the manner in which participating agencies pay for legal services, and that continuation of the JPA would result in ongoing and unnecessary administrative and financial inefficiencies; and

F. The participating agencies and the Kern County Superintendent of Schools ("KCSOS") have determined that it is in their best interests to terminate and dissolve the JPA and transition SLS from a joint powers authority to a division administered by KCSOS; and

G. The Board of Directors finds that such transition will maintain continuity of legal services for participating educational agencies while simplifying governance and administrative structure; and

H. It is the intent of the Board of Directors that legal services provided through SLS shall continue without interruption throughout and following the transition.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The above Recitals are true and correct.

2. Approval and Recommendation of Dissolution. The Board of Directors hereby approves and recommends to the participating agencies the termination and dissolution of the Schools Legal Service Joint Powers Authority in accordance with the provisions of the JPA requiring agreement of the parties.

3. Effective Date. The Board of Directors recommends that dissolution be effective June 30, 2026, or such later date as may be established to ensure orderly implementation and coordination among participating districts.

4. Transition to County-Administered Division. The Board of Directors approves the transition of SLS from a joint powers authority to a division administered by KCSOS upon dissolution of the JPA.

5. Continuity of Legal Services. The Board of Directors expressly directs that legal services currently provided through SLS shall continue without interruption during and after the transition. Board further directs that:

- All active legal matters shall be continued seamlessly;
- Attorney-client relationships shall be preserved;
- Confidentiality and professional obligations shall be maintained; and
- Participating agencies shall experience no disruption in access to legal services.

6. Individual Fee Agreements. The Board of Directors acknowledges and that, following dissolution, legal services shall be provided pursuant to separate fee and service agreements between KCSOS and individual educational agencies. Such agreements shall:

- Establish the terms, scope, and rates for services;
- Provide for continuation or transition of existing legal matters; and
- Ensure uninterrupted legal representation.

7. Wind-Up of JPA Affairs. The Board of Directors authorizes and directs the Administrative Agency (KCSOS), in coordination with SLS leadership, to take all actions necessary to wind up the affairs of the JPA, including:

- Conclusion of governance functions;
- Satisfaction of outstanding obligations; and
- Administrative transition of operations.

8. Board Operations Upon Dissolution. The Board of Directors shall continue to exercise its authority as necessary to effectuate the orderly wind-up of SLS until the

effective date of dissolution, at which time the Board shall cease operations for the JPA. The Board of Directors will serve in an advisory capacity to SLS going forward as needed.

9. Notices and Coordination. The Board of Directors authorizes:

- Notification to all participating agencies of this action;
- Coordination with governing boards of all participating agencies to secure required approvals for dissolution; and
- Communication with stakeholders regarding the transition.

10. Delegation of Authority. The Administrative Agency, General Counsel, and their designees are authorized to take any and all actions necessary to implement this Resolution.

11. Severability. If any provision of this Resolution is held invalid, the remaining provisions shall remain in full force and effect.

THE FOREGOING RESOLUTION was adopted upon motion by Director Ramón Hendrix, seconded by Director Cy Silver, at a noticed meeting held on May 14, 2026, by the following vote:


AYES: Hiedi Witcher; Alfonso Gamino; Lora Brown; Ramón Hendrix; Ty Bryson; Bryan Easter; Brandie Brown; Steven Martinez; Katherine Aguirre; Cy Silver; Rosanne Lampariello; Jennifer Hedge

NOES: None

ABSENT: Jairo Arellano; Leslie Garrison; Jason Hodgson

ABSTAIN: None

DATED: May 14, 2026



JOHN G. MENDIBURU, Ed.D.
Kern County Superintendent of Schools
Chairperson of Board of Directors

GOVERNANCE AND OPERATING AGREEMENT
SCHOOLS LEGAL SERVICE AS A DIVISION OF THE
KERN COUNTY SUPERINTENDENT OF SCHOOLS

THIS GOVERNANCE AND OPERATING AGREEMENT (the "Agreement") is entered into as of July 1, 2026, by and between the Kern County Superintendent of Schools ("KCSOS") and Schools Legal Service ("SLS").

RECITALS

A. SLS has historically operated as a Joint Powers Authority ("JPA") providing legal services to local educational agencies and other public educational entities within and beyond Kern County; and

B. The parties have determined to dissolve the JPA structure and transition SLS into a division of KCSOS; and

C. The parties desire to establish a clear governance and operational framework to allow SLS to continue providing legal services and support to Local Educational Agencies ("LEAs"), governing boards, and other education-related entities; and

D. California Education Code section 35041.5 authorizes county offices of education and school districts to appoint and share legal counsel; and

E. KCSOS desires to maintain SLS as its legal services division and continue receiving legal services from SLS as a client; and

F. KCSOS further supports the continued sharing of legal services provided by SLS with LEAs and other education-related entities, consistent with applicable law; and

G. The parties acknowledge that all legal services provided under this Agreement remain subject to the California Rules of Professional Conduct.

NOW, THEREFORE, the parties agree as follows:

I. PURPOSE AND INTENT

The purpose of this Agreement is to establish governance and operational structure of SLS as a division of KCSOS following dissolution of the JPA and provide for the sharing of legal services provided by SLS with other agencies as expressly authorized under California Education Code section 35041.5.

II. CLIENT ENGAGEMENT AND RETENTION

Legal services provided by SLS to clients including, but not limited to, local educational agencies, governing boards, and other education-related agencies or entities shall be

provided subject to the execution of individual written agreements to provide legal services with each client and the completion of appropriate conflict checks.

Written agreements for the provision of legal services may be executed by authorized non-attorney personnel within KCSOS; provided, however, that all such agreements be reviewed and approved by licensed legal counsel within SLS, and that all determinations regarding scope of representation, conflicts of interest, and compliance with the California Rules of Professional Conduct be made by licensed attorneys.

KCSOS may establish rate and service terms provided that all such agreements comply with all applicable rules and regulations including, but not limited to, California Rules of Professional Conduct Rules 1.5 and 5.4, Business and Professions Code sections 6147 and 6148, and all other applicable ethics rules and laws. SLS shall retain full discretion in the application and determination of rates charged in compliance with California Rules of Professional Conduct.

III. CLIENTS WITHIN AND OUTSIDE OF KCSOS JURISDICTION

As to clients within the jurisdiction of KCSOS, California Education Code section 35041.5 expressly authorizes the sharing of legal counsel between a county office of education such as KCSOS and LEAs within its jurisdiction to promote efficiency and cost savings, provided that such shared representation always complies with the California Rules of Professional Conduct.

SLS is authorized to provide legal services to clients located outside the jurisdiction of KCSOS; provided, however, as SLS's representation of clients that are outside the jurisdiction of KCSOS will not be performed under California Education Code section 35041.5, the hourly rate charged by SLS must be sufficient to cover SLS's operating costs for each hour billed, including personnel, overhead, and administrative expenses. KCSOS and SLS shall collaborate to establish and approve an hourly rate applicable to such clients, which shall take effect at the beginning of each fiscal year and remain subject to annual review and adjustment as necessary to ensure full cost recovery.

For purposes of this Agreement, whether a potential client is within the jurisdiction of KCSOS shall be determined by whether the entity falls within the scope of entities that may be served by SLS through KCSOS pursuant to California Education Code section 35041.5.

IV. TRANSITION AND CONTINUATION OF EXISTING CLIENT RELATIONSHIPS

SLS shall work to onboard all existing clients under the engagement procedures set forth in this Agreement as promptly and seamlessly as practicable following dissolution of the JPA. Such transition shall be conducted in a manner intended to avoid interruption of legal services, while ensuring that each client relationship is documented through an appropriate written agreement and remains subject to applicable conflict-of-interest requirements under the California Rules of Professional Conduct.

V. STATUS OF SLS

SLS shall operate as a division of KCSOS and not as a separate legal entity.

SLS may continue to operate under its existing name for purposes of service delivery and professional identity, but all services, publications, and communications shall clearly recite SLS as a division of, and part of, KCSOS to ensure compliance with California Rules of Professional Conduct Rules 7.1 and 7.5.

VI. GOVERNANCE

KCSOS shall have authority to manage administrative and operational matters for SLS, including office procedures, structure, and staffing of the legal department, technology, scheduling, and the overall budget for SLS; provided, however, KCSOS and all other non-attorney personnel may not direct, regulate, or interfere with the professional judgment of the attorneys of SLS in the performance of legal services, provision of legal advice, or handling of legal matters pursuant to the California Rules of Professional Conduct. This independent requirement applies when attorneys represent both KCSOS and individual LEAs under agreements to provide legal services. Attorneys shall not be directed on substantive legal matters by non-attorneys.

Attorneys within SLS shall retain full discretion and independent judgment in all matters involving the practice of law, legal advice, representation decisions, strategy, and professional responsibilities pursuant to California Rules of Professional Conduct Rule 5.4. This Agreement shall not interfere with the professional judgment of the licensed attorneys in SLS.

KCSOS may maintain an advisory body to SLS which shall serve in a consultative capacity only but shall have no authority to direct or approve the governance of SLS including decisions governing legal representation, strategy, professional judgment, and the like.

VII. PROFESSIONAL INDEPENDENCE AND ATTORNEY-CLIENT OBLIGATIONS

All attorneys must comply with applicable ethical rules and California Rules of Professional Conduct.

SLS shall provide legal services to each client on an individual and independent basis. SLS shall disclose in each agreement to provide legal services its representation of KCSOS as an ongoing organizational client. Each client shall be treated independently, and no client shall be subordinated to another client. SLS shall maintain appropriate confidentiality and exercise an undivided duty of loyalty to each individual client within the scope of the engagement, consistent with and subject to the California Rules of Professional Conduct, including applicable conflict-of-interest limitations.

VIII. PERSONNEL

All SLS personnel are KCSOS employees.