

CUSD BOARD OF TRUSTEES

August 11, 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, President _____

Louis Varga, Clerk _____

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- First meeting Aug. 12, 2026

B. Teacher Report – Ms. Simmons

C. Williams Act – Review is Aug. 12, 2026

D. Facilities - Clancy's update

E. Water Report –

F. Piute Mt School Report –School Newsletter

G. Developer's Fees as of Aug. 5, 2026-\$83,868.78

H. Goals and Objectives for 2026-2027 school year - Discussion

I. Five Year Facilities Plan- Discussion

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 July 21, 2026.
- B. Approval of Payroll and Warrant Authorization.
- C. Approval of mileage rate to increase to .76 cents per mile Internal Revenue Service
- D. Approval to have KCSOS complete district external accounting services. Agt. #27356060
- E. Approval to continue ELA Coaching contract with KCSOS agt. #27350894
- F. Approval to contract with KCSOS for Special Ed Services - Special Day Class

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

VI. BUSINESS, PERSONNEL, AND INSTRUCTION/CURRICULUM

A. Approval of Skook'um water testing contract to begin immediately

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

B. Approval to hire the following classified positions:

- a. Cook/custodian - Treina Hatcher 6.25 hrs.
- b. TK/K - Teacher Aide - Noelle Brown
- c. Teacher Aide- Marbella Mendoza
- d. Substitute: Destiny Huerta, Angela Lovett, Christopher Jones, Tonia Cordero, Katia Formica

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

C. Approval to increase Health and Welfare Benefits cap to \$15,660 per full time employee - to cover base plan, vision, and dental.

D. Public Hearing – 2026-2027 Sufficient Instructional Materials

The proposed 2026-2027 Sufficient Instructional will be submitted to the Board of Trustees for review.

- **Mathematics – Houghton/Mifflin, “Go Math”**
- **Science – Glencoe – McGraw/Hill / Open SciEd/NGSS Online**
- **History/Social Science – Glencoe, Holt Reinhart Nearpod Online**
- **English/Language Arts -- McGraw/Hill “Wonders” K-5th, “Study Sync” 6th – 8th**

At _____pm the Public Hearing was opened for public comment regarding the finding of 2026-2027 Instructional Materials

Members of the community are welcome to address the Board of Trustees regarding the 2026 -2027 Instructional Materials.

At _____pm the public hearing was closed to public comment.

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

E. Approval of Resolution #12122026 regarding sufficiency /insufficiency of instructional materials

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

VII. BOARD MEMBER REPORT & DISCUSSION

- A. Form 700
- B. Future of Piute - Charter School / Independent Study program?

Next Regular Board Meeting: September 8, 2026 to be held at the District Office 6:30 p.m.

ADJOURNMENT _____

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

Caliente Union School District

Board of Trustees Special Board Meeting due to no quorum on July 14, 2026 Regular Board Meeting

MINUTES

July 21, 2026

The Meeting of the Board of Trustees of the Caliente Union School District was called to order by Adonae Faris at 6:08 p.m. at the District Office

Roll Call

<u>Louis Varga, Clerk</u>	<u>Present</u>
<u>Matt Taylor Member</u>	<u>Absent</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 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 - none

Teacher Report - none

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 -Welcome Back School letter was shared

Developer's Fees as of June 28, 2026 - \$86,058.48

Public Comment None- No public present

Closed Session Consent Agenda

- A. Approval of Minutes of June 15, 2026
- B. Approval of Payroll and Warrant Authorizations

C. Approval of Student Handbook to include Student Responsibilities of District Technologies, cellular phone permission from parents, and no cell phone use on campus.

D. Approval of Meal Services Vending Agreement Contract with KCSOS #27340965

E. Acceptance and Approval of Grant Award for Mental Health Services in the amount of \$527.

F. Approval of Eligibility Determination for School Facilities modernization project

G. Approval of 2026-2027 Bell Schedule

H. Approval of Consolidated Application Support Contract #27350908

Moved by Karina Parker seconded by Danny Moyer and unanimously carried by all board members present.

Business, Personnel

A. Approval of Facilities Use Agreement with LIFT

Moved by Karina Parker, seconded by Danny Moyer and unanimously carried by all board members present.

B. Approval of contract and pricing for the School Fleet EV Charger Project through SCE and AZ Bus. Project cost to not exceed \$16,000.

Moved by Danny Moyer and seconded by Louis Varga and carried by all members present.

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

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

D. Approval to fly Teacher's Aide position

Moved by Karina Parker and seconded by Danny Moyer and carried by all members present.

E. Approval of Marsha Penney to be RSP/Spec. Ed. and Reading Specialist

Moved by Karina Parker and seconded by Danny Moyer and carried by all members present.

F. Approval to contract with Serban Sound for the Liberty Sound System costing \$3565.90.

Moved by Danny Moyer and seconded by Louis Varga and carried by all members present.

G. Approval to use AI's Fleet for bus repair not to exceed \$5200

Moved by Karina Parker and seconded by Danny Moyer and carried by all members present.

H. Approval of Resolution 07-20 requesting consolidation with the Nov. 3, 23026 elections.

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

I. Approval of quote from All Tech to repair the fire alarm system for \$5,061.41.

Moved by Karina Parker and seconded by Danny Moyer and carried by all members present.

Board Report: A. Form 700 forms were distributed to each board member to be completed at next board meeting Aug. 11, 2026. B. The board discussed how to place candidacy on the ballot.

Adjournment Moved by Louis Varga seconded by Matt Taylor and unanimously carried by all members present to adjourn at 6:30 p.m.

NOTE** Next Regular Board meeting will be on August 11, 2026 at 6:30 in room #1

BY: Robin Shive -Superintendent

Clerk of the Board Approval

Date

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<u>District 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:

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Teacher Report - none

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NOTE** Next Regular Board meeting will be on August 11, 2026 at 6:30 in room #1

BY: Robin Shive -Superintendent

Clerk of the Board Approval

Date

July 15, 2026

TO: School District Administrators
FROM: Division of Fiscal Support
SUBJECT: Mileage Rate Beginning July 1, 2026

The Internal Revenue Service has announced that the standard mileage rate INCREASED from 72.5 cents to 76 cents effective **July 1, 2026**. This is the rate at which employers reimburse employees, tax free, for business use of their personal automobiles.

However, if the employee is reimbursed at a higher rate than 76 cents per mile, **ONLY** the excess should be included as income on the employee's Form W-2.

Mileage rates for each school district are set by their Board of Trustees. These rates can be more or less than the tax-free rate that the IRS has set.

For further information concerning the mileage rate, please contact Maxx Garris, Chief Financial Operations Officer, (661) 636-4732.

MG:cf



July 21, 2026

Caliente Union Elementary
12400 Caliente Creek Road
Caliente, Ca 93518

RE: CALIENTE 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 **8/21/2026**.

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 2026-07-21 14:51:45 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)

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.***

- A. Scope of Services. The County Superintendent shall prepare on behalf of the district:
 - 1. Budget Assumptions.
 - a. ADA estimate and revenue limit development
 - b. Revenue Projections
 - c. Expenditure Projections
 - 2. Budget Development.
 - a. 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.
 - b. Enter budget (into QSS model by appropriate account line).
 - c. Export budget from QSS to SACS.
 - d. Develop SACS supplemental reports.
 - e. Develop multi-year projections.
 - 3. Interim Reporting.
 - a. Update payroll and benefit reports.
 - b. Revise budget as needed.
 - c. Export QSS revised budget into SACS software.
 - d. Develop SACS supplemental forms.
 - i. Develop cashflow reports.
 - ii. Review adopted budget Multi-Year Projection assumptions.
 - 4. Year End Closing Entries.

- a. Correct entries as needed.
 - b. Review investment balances, if any.
 - c. Develop receivables prelist.
 - d. Develop payables prelist.
 - e. Review interfund activity.
 - f. Review cafeteria account entries.
 - g. Reconcile revolving fund.
 - h. Make indirect charge entries, if necessary.
 - i. Make entries for contributions to restricted programs.
 - j. Make deferred revenue journal entries.
5. Unaudited Actuals
- a. Create an unaudited actuals download file & import into SACS.
 - b. Run TRC and make corresponding corrections.
 - c. Schedule of Long-Term Liabilities.
 - d. Schedule of Capital Assets.
 - e. Categorical – Federal/State Grant Awards (CAT).
 - f. Current Expense Formula (CEA/CEB).
 - g. Summary of Interfund Activities (SIAA).
 - h. Revenue Limit Summary (RL).
 - i. Lottery Report (Selected Districts only).
 - j. Average Daily Attendance (A).
 - k. Classroom Size Reduction Program (9-12) (if applicable).
 - l. Regional Occupational Program (if applicable).
 - m. Indirect Cost Rate Worksheet.
 - n. SACS Software Printout to All Funds (Actuals and Budget).
 - o. Budget Report by Fund from Pertaine Mainframe Computer.
 - p. Transportation Report Including all Schedules (TRAN).
 - q. PCR.
 - r. PCRAF.
 - s. DAY (if applicable).
6. Gann Limit Calculation.
7. Accrual Reversals.
- a. Review & clear prior year accounts payable.
 - b. Review & clear prior year accounts receivable.
 - c. Review & clear prior year due to/due from.
 - d. Review all prior year accrual balances.
 - e. Reverse deferred revenue into budget year.
 - f. Convert prepaids to current year expense.
8. Budget Revisions.
- a. At interim reports.
 - b. On district request or when necessary.
9. Revenue Projections.
- a. Following January budget proposal.
 - b. Following May revise.
 - c. Prior to Interim Reports.
 - d. On district request.
 - e.
- B. 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. Payroll Warrant Services

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

A. Scope of Services.

1. Payroll.

- a. Annual set-up for contract and monthly employees.
- b. Hourly payroll processing based upon time sheets submitted.

B. Fee for the foregoing services is \$500.00 monthly. For Districts with a prior year ADA over 100, an additional \$1.25 per prior year P-2 ADA over 100 will be added to the monthly fee (i.e. a District with 800 prior year P-2 ADA will be charged \$1,325 per month).

(KCSOS Account Code: **01-320-0000-0-8677.00-0000-0000-00-0000-000**)

III. Vendor Warrant Services

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

A. Scope of Services.

1. Vendor Warrants.

- a. Input purchase orders/invoices on batches to create accounts payable pre-lists – twice a month.

B. Fee for the foregoing services is \$500.00 monthly. For Districts with a prior year ADA over 100, an additional \$1.25 per prior year P-2 ADA over 100 will be added to the monthly fee (i.e. a District with 800 prior year P-2 ADA will be charged \$1,325 per month).

(KCSOS Account Code: **01-320-0000-0-8677.00-0000-0000-00-0000-000**)

IV. Employer Tax Reporting

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

A. Scope of Services.

1. Quarterly 941 Federal Tax Reconciliations.
2. W4 balancing.
3. Annual State DE7 reports.

B. Fee for the foregoing services is \$250.00 monthly.

(KCSOS Account Code: **01-320-0000-0-8677.00-0000-0000-00-0000-000**)

V. 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**)

VI. 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**)

VII. 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)

VIII. 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.

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

Account line charged will be: 01-0000-0-0000.00-0000-0000-00-000-000-0000

X. 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.

XI. 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.

XII. 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 ELEMENTARY**

E-SIGNED by Robin Shive
on 2026-07-30 10:47:28 PDT

By: _____

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

Date: July 30, 2026

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

E-SIGNED by Michael Gumapac
on 2026-07-21 14:51:57 PDT

By: _____

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: July 21, 2026



July 1, 2026

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

**RE: ELA CALIENTE USD - PIUTE MTN. \$56,610 (FREEMAN) 26-27 CONTRACT
NUMBER 27350894**

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 **8/1/2026**.

For questions or concerns regarding this agreement please contact, Mandy Fisher at 661-636-4239, or mafisher@kern.org.

Sincerely,

E-SIGNED by Michael Gumapac
on 2026-07-01 11:46:09 PDT

Michael Gumapac
District Fiscal Analyst
Division of Fiscal Support

JGM:MG:za
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 **July 1, 2026** and shall end on **June 30, 2027**. The parties may extend the Agreement beyond its initial term as mutually agreed in writing.
3. Price. Contractor shall provide all labor, equipment, materials, and supplies to furnish the services called for under this Agreement in exchange for payment in the amount of **\$56,610.00 (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:

01-0000-0-5800.00-1110-6211-000-00-000-0000

The total amount payable to Contractor under this Agreement shall not exceed **\$56,610.00**.

PRINCIPAL
Caliente Union School District

E-SIGNED by Dr. Robin

By: on 2026-07-21 14:28:10 PDT

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

July 21, 2026

Date:

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

E-SIGNED by Michael Gumapac

By: on 2026-07-01 11:46:12 PDT

Signatory Name: Michael Gumapac
 Title: District Fiscal Analyst
 Address: 1300 17th Street, Bakersfield, CA 93301
 Account Code: 01-709-0000-0-8677.00-0000-2130-00-0000-000
 Account Code:

July 01, 2026

Date:

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 May 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)**

Scope of work:

Focus of the work including but not limited to the following:

Support new and existing teachers: observation, modeling, coteaching, lesson planning, and management
Provide ongoing support in the development and implementation of ELA curriculum/assessment maps; monitor and modify as needed

Train new teachers in Thinking Maps; support existing teachers with "rejuicing" and extension opportunities
Support and/or train new teachers in Write from the Beginning and Beyond: Expository/Informational, Narrative, Argumentative

Provide continued support and training in structured literacy routines: phonemic awareness, phonics, irregular words, syllable division, and morphemic analysis

Create and support teachers in implementing a vertically aligned morphology scope and sequence
Monitor and provide tier 2 intervention support as needed

Work closely with LCRS Interventionist to establish groups, goals, and a progress monitoring schedule
Create quarterly writing assessments and rubrics using WFBB; analyze results from classroom report; use data from classroom report to guide instruction

Assess all students using Dibels mCLASS three times/year (BOY, MOY, EOY)
Monitor progress through Dibels mCLASS assessment and provide data collection results (BOY, MOY, and EOY)

Train and support staff during weekly PLC's

Fiscal:

KCSOS, Professional Learning Fee Structure

Professional Learning with more than 50 in-person or virtual participants, requires 2 KCSOS Consultants.

Number of Consultants to deliver service:

1

Fees per Consultant

\$1,500 Full Day x Number of Full Days 36	=	\$54,000.00
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Additional Fees

Mileage 100 Miles x 36 Days x Rate 0.725	=	\$ 2,610.00
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Total Contract Amount (summary of all fees)	=	\$56,610.00
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August 4, 2026

Caliente School District
12400 Caliente Creek Rd Caliente, Ca 93518

**RE: CALIENTE SCHOOL DISTRICT SPECIAL EDUCATION SDC DISTRICT
AGREEMENT 2026 CONTRACT NUMBER 27359742**

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 **9/4/2026**.

For questions or concerns regarding this agreement please contact, Sonia Rodriguez at 661-636-4789, or sorodriguez@kern.org.

Sincerely,

E-SIGNED by Michael Gumapac
on 2026-08-04 15:08:38 PDT

Michael Gumapac
District Fiscal Analyst
Division of Fiscal Support

JGM:MG:za
Enc.

The DISTRICT agrees to pay KCSOS on a “straight bill back” per pupil basis for program services provided to District’s pupils by the Department of Special Education District Support. Cost per pupil to the District shall be computed according to the formula set forth in Appendix A – Program. This amount is due and payable in 10 equal transfers, beginning in September of each year.

C. Special Circumstances

If an IEP Team specifies additional and/or extraordinary services for a pupil covered by this Agreement, and if these services require an expenditure of funds significantly greater than normally required by other students in the program provided by KCSOS’s Department of Special Education District Support, If KCSOS is billed directly for this additional cost, (i.e. Individual Service Agreement [ISA]), SCHOOL DISTRICT will be invoiced separately on a quarterly basis.

4. Coordination of Curriculum

The parties agree that it is in the best interests of the pupils served under this Agreement to provide a coordinated system of curriculum development, implementation and monitoring, and they agree to cooperate in this regard.

5. Termination

This Agreement may be terminated with a 30-day written notice.

ACCEPTED:

Date of Board Approval:

**Caliente Union School District
SCHOOL DISTRICT**

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
By _____ on 2026-08-04 15:08:41 PDT
Signatory Name:
Title: District Fiscal Analyst
Address: 1300 17th Street, Bakersfield, CA 93301
Acct Code: 02-400-0-8710.00-5001-0000-0-0-0

Date: August 04, 2026



From: Skookum Water Company

To: Piute Mountain School Water

Subj: WATER OPERATOR SERVICES

1. Skookum Water Company would like the opportunity to conduct business with Piute Mountain School Water in the following capacity. Serve as the California Licensed Water Distribution and Treatment operator.

SCOPE OF WORK:

1. Operate your water system as per your approved Operations Plan. To include the following tasks during monthly system service and inspection visits;
 - a. Check the chlorination system and adjust as needed to maintain adequate chlorine residual within the water distribution system
 - b. Provide and install 12.5% NSF Certified, Sodium Hypochlorite as needed
 - c. Inspect the chlorine storage tank, injection system and storage tanks
 - d. Perform monthly maintenance on the nitrate analyzer
 - e. Record production meter reads for records
2. Collect the following water samples;
 - a. Monthly;
 - 1-Bacteriological Sample IAW the approved Bacteriological Sample Site Plan
 - 1-Fluoride Sample from the Blending Treatment Effluent
 - 1-Nitrate Sample from the Blending Treatment Effluent
 - b. Quarterly;
 - 1--Bacteriological Sample from each active well
 - 1-Fluoride Sample from each active well
 - 1-Nitrate Sample from each active well
 - c. As required by the SWRCB. We will monitor the California Drinking Water Watch and collect required samples as needed. We communicate via e-mail for sampling requirements which require special procedures or have high laboratory processing fees. These samples include, but aren't limited to Lead and Copper, PFAS, TCP,123, Disinfection By Product, VOC, SOC and Title XXII samples. The cost of these samples will be provided.
3. Monthly Administrative Requirements. The following requirements as prescribed by the SWRCB will be completed by Skookum Water;

- a. Submission of the monthly drought report, to the SAFER Clearinghouse Database
 - b. Completion and submission of the monthly Operations Report, Chlorination Report and Blending Report to the SWRCB by the 10th day of the month
4. We provide the following services as well;
- a. Cross Connection Control Program Management
 - b. Cross Connection Control Surveys
 - c. Backflow Prevention Assembly Testing
 - d. Storage Tank cleaning, disinfection and inspections
 - e. Completion and submission of Electronic Annual Reports (EAR)
 - f. Completion and submission of Consumer Confidence Reports (CCR)
5. Cost of services;
- a. Quarterly Price to include monthly service, monthly sampling and quarterly sampling: \$1,200 per Quarter (3-Months)
 - b. Cost for Annual Electronic Annual Report: \$150
 - c. Cost of Annual Consumer Confidence Report: \$150

We look forward to hearing from you and working with you in the future.

Very Respectfully,

Gary Lumpkins

Gary Lumpkins
Skookum Water Company



From: Skookum Water Company

To: Piute Mountain School Water

Subj: WATER OPERATOR SERVICES

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We look forward to hearing from you and working with you in the future.

Very Respectfully,

Gary Lumpkins

Gary Lumpkins
Skookum Water Company

Self-Insured Schools of California

Rates At A Glance - As Of 10/1/2026

Page 1 of 1

System Date 3/18/2026
9:00:07 AM

63388-Caliente Union School District

	Single	2 Party	Family	Composite
ALL				
Anthem Blue Cross				
70010B Active (2-Tier HSA 5000; Rx 2-Tier HSA 5000)	\$575.00	\$1092.00	\$1092.00	
Kaiser Permanente				
234439-0002RBN_2WM Ret 65+ W/A&B (KPSA \$10)	\$243.00	\$486.00	\$1151.00	
234439-0002RBR_2WM Ret 65+ W/A&B (KPSA \$10) Direct Bill	\$243.00	\$486.00	\$1151.00	
234480-0012ABN Active (DHMO 500)	\$810.00	\$1571.00	\$2185.00	
234480-0012RBN Ret<65 (DHMO 500)	\$810.00	\$1571.00	\$2185.00	
SISC Proactive Care Plan				
M107 Active (Diamond; Rx 9-35 PC)	\$925.00	\$1801.00	\$2524.00	
Delta Dental				
7073 1100 Active (DD UNLIMITED)	\$62.00	\$128.00	\$176.00	
7073 1101 Retiree (DD UNLIMITED)	\$78.00	\$156.00	\$205.00	
Basic Life Insurance				
G000ABIH-100A Active (Basic \$10,000)				\$1.45

c: Eleanor Maldonado -SISC Tech I

Elena Perez -Human Resource

Frank Impastato -SISC Account Manager

Griselda Aceves -Finance Contact

Kimberly Winn -SISC Tech III

Leticia Alvarez -Primary Contact

Robin Shive -Superintendent

District

Caliente Union School District

Address

12400 Caliente Creek Rd.

Caliente,CA 93518

County

KERN

Phone

(661)867-2301

Foundation:

Kern

CALIENTE UNION SCHOOL DISTRICT

RESOLUTION NO. 12122026

REGARDING SUFFICIENCY OR INSUFFICIENCY OF INSTRUCTIONAL MATERIALS:

Whereas the governing board of Caliente Union School district in order to comply with the requirements of Education Code Section 60119 held a public hearing on Aug. 11, 2026 6:30 pm, and which did not take place during or immediately following school hours, and;

Whereas the governing board provided at least 10 days of notice of the public hearing posted in at least three public places within the district that stated the time, place, and purpose of the hearing and;

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

FOR A FINDING OF SUFFICIENT INSTRUCTIONAL MATERIALS:

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

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

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

Mathematics – Go Math K-8

Science – Glencoe McGraw / Hill, Near Pod/ NGSS/ Open SciEd online curriculum

History-social science – Glencoe, Holt Reinhart and NearPod online curriculum

English/Language Arts, including the English language development of an adopted program – McGraw/Hill (Wonders/Study Sync)

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

Therefore, it is resolved that for the 2025/2026 school year, the Caliente Union School District has provided each pupil with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

X _____

Board President