

**2024-2025**  
**SOUTHERN KERN UNIFIED SCHOOL DISTRICT**  
2601 Rosamond Blvd., Rosamond, CA 93560 (661) 256-5000

The YouTube access link to the live meeting broadcast will be available under "Announcements" at  
[www.skusd.k12.ca.us](http://www.skusd.k12.ca.us) prior to 7:00 p.m.

**Notice of Teleconferencing Pursuant to Government Code section 54953(b). The Board will conduct this meeting in-person at the address listed below and via teleconference (internet-based service) with one or more board members participating from remote locations listed at the end of the agenda. Any requests for modification or accommodation from individuals with disabilities shall be received and addressed by sending an email to [almacordova@skusd.k12.ca.us](mailto:almacordova@skusd.k12.ca.us) prior to the meeting or calling 661.256.5000 extension 1113 during business hours (8 a.m. to 5 p.m., Monday through Friday). Voting at this meeting shall be by roll call.**

**Wednesday,**  
**December 18, 2024**

**Meeting Location:**  
**2601 Rosamond Blvd., Rosamond, CA 93560**  
**Closed Session 5:00 p.m., Open Session 7:00 p.m.**

**Board of Trustees**

Sunni Hepburn, President  
Mario Gutierrez, Vice President  
Robert Vincelette, Clerk  
Adrienne Rendon, Member  
Justin Wright, Member  
Adrian Arellano, Student Board Member

**Superintendent**

Barbara Gaines

# SOUTHERN KERN UNIFIED SCHOOL DISTRICT

## BOARD OF TRUSTEES

Wednesday, December 18, 2024

Closed Session: 5:00 p.m., Open Session 7:00 p.m.

Location: 2601 Rosamond Blvd.,  
Conference Room, Rosamond, CA

### I. Call to order – (time)

#### 1. Comments from the public pertaining to closed session items:

### II. Closed session

ACTION

MOTION: Hepburn, Gutierrez, Vincelette, Rendon, Wright

SECOND: Hepburn, Gutierrez, Vincelette, Rendon, Wright

VOTE: YEAS \_\_\_\_ NAYS \_\_\_\_ ABSENT \_\_\_\_ ABSTAIN \_\_\_\_ TIME: \_\_\_\_

**A. Reinstate Expulsion for Student #45-23-24** 5:00 p.m.

**B. Reinstate Expulsion for Student #50-23-24** 5:20 p.m.

**C. Reinstate Expulsion for Student #46-23-24** 5:40 p.m.

**D. Conference with Labor Negotiator; District Negotiator:** Barbara Gaines, Robert Irving  
Employee Organization: California School Employee Association / Rosamond Teacher Association

**E. Discussion of Student Matters:** Education Code sections 35146 and 48918(c)

**F. Public Employment: Certain Personnel Matters:** Government Code § 54957.1(a)(5)  
DISCIPLINE/Dismissal/Employment/Release/Assignment/Reassignment/Complaint

Any action taken in closed session will be reported publicly at the end of the closed session as required by Government Code Section 54954.5.

### III. Reconvene into open session at: \_\_\_\_\_ TIME

ACTION

MOTION: Hepburn, Gutierrez, Vincelette, Rendon, Wright, Arellano

SECOND: Hepburn, Gutierrez, Vincelette, Rendon, Wright,

VOTE: YEAS \_\_\_\_ NAYS \_\_\_\_ ABSENT \_\_\_\_ ABSTAIN \_\_\_\_

Arellano

PREFERENTIAL STUDENT VOTE \_\_\_\_ TIME: \_\_\_\_

### IV. Action determined in closed session:

#### A. Student Petition for Reinstatement #45-23-24

\_\_\_\_\_ to deny re-instatement

\_\_\_\_\_ to permit re-instatement

\_\_\_\_\_ to permit conditional enrollment in a traditional school program or another education program

MOTION: Hepburn, Gutierrez, Vincelette, Rendon, Wright

SECOND: Hepburn, Gutierrez, Vincelette, Rendon, Wright

VOTE: YEAS \_\_\_\_ NAYS \_\_\_\_ ABSENT \_\_\_\_ ABSTAIN \_\_\_\_

#### B. Student Petition for Reinstatement #50-23-24

\_\_\_\_\_ to deny re-instatement

\_\_\_\_\_ to permit re-instatement

\_\_\_\_\_ to permit conditional enrollment in a traditional school program or another education program

MOTION: Hepburn, Gutierrez, Vincelette, Rendon, Wright

SECOND: Hepburn, Gutierrez, Vincelette, Rendon, Wright

VOTE: YEAS \_\_\_\_ NAYS \_\_\_\_ ABSENT \_\_\_\_ ABSTAIN \_\_\_\_

#### C. Student Petition for Reinstatement #46-23-24

\_\_\_\_\_ to deny re-instatement

\_\_\_\_\_ to permit re-instatement

\_\_\_\_\_ to permit conditional enrollment in a traditional school program or another education program

MOTION: Hepburn, Gutierrez, Vincelette, Rendon, Wright

SECOND: Hepburn, Gutierrez, Vincelette, Rendon, Wright

VOTE: YEAS \_\_\_\_ NAYS \_\_\_\_ ABSENT \_\_\_\_ ABSTAIN \_\_\_\_



**V. Procedural Issues:** A recording of this meeting is being made and shall be kept for 30 days as a public record (as applicable).

A. Pledge of Allegiance led by: \_\_\_\_\_

**B. Roll Call - Members Present:**

\_\_\_\_ Sunni Hepburn, President \_\_\_\_ Mario Gutierrez, Vice President \_\_\_\_ Robert Vincelette, Clerk  
\_\_\_\_ Adrienne Rendon, Member \_\_\_\_ Justin Wright, Member \_\_\_\_ Adrian Arellano, Student Member

C. Approve the agenda

ACTION

MOTION: Hepburn, Gutierrez, Vincelette, Rendon, Wright, Arellano

SECOND: Hepburn, Gutierrez, Vincelette,  
Rendon, Wright, Arellano

VOTE: YEAS \_\_\_\_ NAYS \_\_\_\_ ABSENT \_\_\_\_ ABSTAIN \_\_\_\_ PREFERENTIAL STUDENT VOTE \_\_\_\_

**VI. General:** Board of Trustees Organizational Meeting

A. Administer the Oath of Office to newly reelected Trustee: **Robert Vincelette, Jr. – Gaines** AFFIRM  
Acknowledge that Oath of Office to newly elected Trustee: **Justin Wright** administered on Wednesday,  
December 11, 2024 – *Gaines* ACKNOWLEDGEMENT

B. Election of Board Officers – *Gaines*

ACTION

**President**

Moved by \_\_\_\_\_, seconded by \_\_\_\_\_ to nominate \_\_\_\_\_ for President of the Board

MOTION: Hepburn, Gutierrez, Vincelette, Rendon, Wright, Arellano

SECOND: Hepburn, Gutierrez, Vincelette,  
Rendon, Wright, Arellano

VOTE: YEAS \_\_\_\_ NAYS \_\_\_\_ ABSENT \_\_\_\_ ABSTAIN \_\_\_\_ PREFERENTIAL STUDENT VOTE \_\_\_\_

**C. Vice President**

Moved by \_\_\_\_\_, seconded by \_\_\_\_\_ to nominate \_\_\_\_\_ for Vice President of the Board

MOTION: Hepburn, Gutierrez, Vincelette, Rendon, Wright, Arellano

SECOND: Hepburn, Gutierrez, Vincelette,  
Rendon, Wright, Arellano

VOTE: YEAS \_\_\_\_ NAYS \_\_\_\_ ABSENT \_\_\_\_ ABSTAIN \_\_\_\_ PREFERENTIAL STUDENT VOTE \_\_\_\_

**D. Clerk**

Moved by \_\_\_\_\_, seconded by \_\_\_\_\_ to nominate \_\_\_\_\_ for Clerk of the Board

MOTION: Hepburn, Gutierrez, Vincelette, Rendon, Wright, Arellano

SECOND: Hepburn, Gutierrez, Vincelette,  
Rendon, Wright, Arellano

VOTE: YEAS \_\_\_\_ NAYS \_\_\_\_ ABSENT \_\_\_\_ ABSTAIN \_\_\_\_ PREFERENTIAL STUDENT VOTE \_\_\_\_

**E. County Representative**

Moved by \_\_\_\_\_, seconded by \_\_\_\_\_ to nominate \_\_\_\_\_ for Representative who shall  
have one vote for each member to be elected to the County Committee on School District Organization.

MOTION: Hepburn, Gutierrez, Vincelette, Rendon, Wright, Arellano

SECOND: Hepburn, Gutierrez, Vincelette,  
Rendon, Wright, Arellano

VOTE: YEAS \_\_\_\_ NAYS \_\_\_\_ ABSENT \_\_\_\_ ABSTAIN \_\_\_\_ PREFERENTIAL STUDENT VOTE \_\_\_\_

**F. County Alternate Representative**

Alternate Representative: Moved by \_\_\_\_\_, seconded by \_\_\_\_\_ to nominate \_\_\_\_\_ for  
Alternate Representative

MOTION: Hepburn, Gutierrez, Vincelette, Rendon, Wright, Arellano

SECOND: Hepburn, Gutierrez, Vincelette,  
Rendon, Wright, Arellano

VOTE: YEAS \_\_\_\_ NAYS \_\_\_\_ ABSENT \_\_\_\_ ABSTAIN \_\_\_\_ PREFERENTIAL STUDENT VOTE \_\_\_\_

**G. Antelope Valley School Board Association Representative**

Moved by \_\_\_\_\_, seconded by \_\_\_\_\_ to nominate \_\_\_\_\_ for Antelope Valley School Board  
Association Representative

MOTION: Hepburn, Gutierrez, Vincelette, Rendon, Wright, Arellano

SECOND: Hepburn, Gutierrez, Vincelette,  
Rendon, Wright, Arellano

VOTE: YEAS \_\_\_\_ NAYS \_\_\_\_ ABSENT \_\_\_\_ ABSTAIN \_\_\_\_ PREFERENTIAL STUDENT VOTE \_\_\_\_

**VI. General:** Board of Trustees Organizational Meeting (Continued)

**H. 2025 Board Sub Committee Volunteer Assignments:**

INFORMATIONAL

1. Budget:	_____	Current:	Gutierrez, Vincelette
2. Board Policy:	_____	Current:	Hepburn, Gutierrez
3. Curriculum:	_____	Current:	Vincelette, Rendon
4. Athletics:	_____	Current:	Vincelette, Gutierrez
5. Projects & Planning:	_____	Current:	Gutierrez
6. Discipline Review:	_____	Current:	Gutierrez, Hepburn
7. Calendar:	_____	Current:	Vincelette, Rendon
8. Information Technology:	_____	Current:	Rendon, Vincelette
9. Safety & Security:	_____	Current:	Vincelette, Gutierrez

**VII. Reports and Communications**

INFORMATIONAL

- A. RTA report: CSEA report:
- B. Student Board Member: *Adrian Arellano*
- C. CBO Report: *Robert Irving*
- D. Assistant Superintendent, Instruction and Curriculum: *Dr. Larry Mendez*
- E. Assistant Superintendent, Special Education, Pupil Personnel: *Sheryl Taylor*
- F. Associate Superintendent, Human Resources: *Leanne Hargus*
- G. Superintendent Report: *Barbara Gaines*
- H. Board Member Communications:
- I. Sub-Committee Communications/Updates:

**Comments from the Public:** Members of the public may address the Board on any item within the jurisdiction of the Board by submitting presentation requests to the secretary or an email. Members of the public are strongly urged not to mention personnel by name and are reminded that they do not have immunity from legal action if personnel is named. The Board may limit each speaker to 3 minutes with a total of 20 minutes per topic.

**VIII. Consent items A-L**

ACTION

MOTION: Hepburn, Gutierrez, Vincelette, Rendon, Wright, Arellano

SECOND: Hepburn, Gutierrez, Vincelette,

VOTE: YEAS \_\_\_\_ NAYS \_\_\_\_ ABSENT \_\_\_\_ ABSTAIN \_\_\_\_ PREFERENTIAL STUDENT VOTE \_\_\_\_

Rendon, Wright, Arellano

- A. Ratify December MIDA \$583,807.87, December MIDB \$5,977.25
- B. Approve Purchase Orders 250501-250531, Pay Vouchers 250539-250641
- C. Approve Donation of \$2,500 for RHECC Pense-Kiser Scholarship – *Thomas Dunn*
- D. Approve Donation of \$500 to the Parent & Community Center – *Ross Stores, Inc.*
- E. Approve RHECC Cadet Individual Major Awards State Competition January 24-26, 2025
- F. Approve RHECC Senior Grad Bash at Universal Studios in Hollywood May 29-30, 2025
- G. Approve KCSOS Contracted Support Services ELD Teachers – \$8,000
- H. Approve Class Leasing Lease No: 1112, Project No: CL2922 at District Office – \$32,800
- I. Approve Proposal for Theatre Consulting Services for RHECC Black Box Theatre Study – \$6,200
- J. Approve The Foundation for CA Community Colleges/CA College Guidance Initiative
- K. Approve Biola University School of Education Affiliation Agreement 12/18/24 – 12/28/29
- L. Approve CAPK Interagency Agreement Nutrition Services to Head Start Students 1/1/25 – 12/31/25

**IX. General**

- A. CCEE DTA Data from Dashboard – *Wexler* PRESENTATION

**X. Curriculum and Instruction**

- A. Independent Study Master Agreement – *Dr. Mendez* INFORMATIONAL

**XI. Business and Operations**

- A. First Interim Report – *Irving* PRESENTATION

- B. Certify “District” First Interim Report with Positive Certification – *Irving* ACTION

The District Board of Education shall certify in writing whether or not the District is able to meet its financial obligations for the remainder of the fiscal year and, based on current forecasts, for two subsequent fiscal years. The certifications shall be classified as positive, qualified, or negative, pursuant to standards and criteria adopted by the State Board of Education (Education Code 33127).

MOTION: Hepburn, Gutierrez, Vincelette, Rendon, Wright, Arellano	SECOND: Hepburn, Gutierrez, Vincelette,
VOTE: YEAS ____ NAYS ____ ABSENT ____ ABSTAIN ____ PREFERENTIAL STUDENT VOTE ____	Rendon, Wright, Arellano

- C. Approve the Memorandum of Understanding (MOU) and Agreement by and between the California School Employees Association (CSEA) and its Rosamond Chapter #587 and the Southern Kern Unified School District to increase the SPED Paraeducator hours by .50 (6.0 to 6.5 hours) per day (for those not currently 6.5 hours) – *Gaines* ACTION

MOTION: Hepburn, Gutierrez, Vincelette, Rendon, Wright, Arellano	SECOND: Hepburn, Gutierrez, Vincelette,
VOTE: YEAS ____ NAYS ____ ABSENT ____ ABSTAIN ____ PREFERENTIAL STUDENT VOTE ____	Rendon, Wright, Arellano

- D. Approve AMS Proposal for (1) 48x40 Modular Locker Room Building at Rosamond High Early College Campus, pricing is based on a piggyback of the Santa Cruz City Schools District Facility Supply Services Contract; Total price including Option 2: \$1,063,748.00 – *Irving* ACTION

MOTION: Hepburn, Gutierrez, Vincelette, Rendon, Wright, Arellano	SECOND: Hepburn, Gutierrez, Vincelette,
VOTE: YEAS ____ NAYS ____ ABSENT ____ ABSTAIN ____ PREFERENTIAL STUDENT VOTE ____	Rendon, Wright, Arellano

- E. Approve Resolution 24-25-07 Impoundment of Local Tax Revenues to Anticipate Pending Claims and/or Litigation – *Irving* ACTION

MOTION: Hepburn, Gutierrez, Vincelette, Rendon, Wright, Arellano	SECOND: Hepburn, Gutierrez, Vincelette,
VOTE: YEAS ____ NAYS ____ ABSENT ____ ABSTAIN ____ PREFERENTIAL STUDENT VOTE ____	Rendon, Wright, Arellano

- F. Approve Resolution 24-25-08 Regarding Annual and Five-Year Accounting of Development Fees for 2023-2024 Fiscal Year in the Following Fund or Account: Fund 25 Capital Facilities Fees Fund (Government Code Sections 66001(d) & 6606(b)) – *Irving* ACTION

MOTION: Hepburn, Gutierrez, Vincelette, Rendon, Wright, Arellano	SECOND: Hepburn, Gutierrez, Vincelette,
VOTE: YEAS ____ NAYS ____ ABSENT ____ ABSTAIN ____ PREFERENTIAL STUDENT VOTE ____	Rendon, Wright, Arellano



## **XII. Personnel Items**

A. Approve the following listed personnel items – *Hargus*

ACTION

MOTION: Hepburn, Gutierrez, Vincelette, Rendon, Wright  
VOTE: YEAS \_\_\_\_ NAYS \_\_\_\_ ABSENT \_\_\_\_ ABSTAIN \_\_\_\_

SECOND: Hepburn, Gutierrez, Vincelette, Rendon, Wright

The following personnel items, which may include hiring, resignations, contract adjustments, and retirements for certificated and classified employees are presented for Board approval. All personnel meet the necessary credentialing and/or certification requirements as required by the State or notification timelines, as appropriate.

<b><u>CLASSIFIED/CONFIDENTIAL EMPLOYMENT/RESIGNATIONS</u></b>					
<b><u>EMPLOYEE</u></b>	<b><u>DATE</u></b>	<b><u>SALARY</u></b>	<b><u>POSITION</u></b>	<b><u>SITE</u></b>	<b><u>STATUS</u></b>
Trujillo Coronado, Elena	01/13/2024	\$12 \$25.32	Food Service Worker/Paraeducator, Classroom	RHECC/RES	Promotion
Freeman, Jonathan	11/20/2024	\$7 \$22.41	Paraeducator, SPED	RES	Salary Correction
Mancera, Sheyna	11/20/2024	\$3 \$19.55	Paraeducator, SPED 1:1	WES	Salary Correction
Mancera, Sheyna	12/10/2024	---	Paraeducator, SPED 1:1	TMS/WES	Transfer
McKinney, Jacob	12/16/2024	---	Paraeducator, SPED/Paraeducator, SPED 1:1	WES/RHECC	Transfer
Sorano, Gloria	12/16/2024	---	Paraeducator, SPED 1:1/Paraeducator, SPED	WES/RES	Transfer
Franks, Rachel	12/13/2024	---	AVID Tutor	RHECC	Resign
Walker, Tammy	12/20/2024	---	Licensed Vocational Nurse	TMS	Resign
Segura Zepeda, Maria	12/12/2024	---	ASES Instructor	TMS	Terminated

<b><u>CLASSIFIED STIPEND/EXTRA DUTY EMPLOYMENT/RESIGNATIONS</u></b>					
<b><u>EMPLOYEE</u></b>	<b><u>DATE</u></b>	<b><u>SALARY</u></b>	<b><u>POSITION</u></b>	<b><u>SITE</u></b>	<b><u>STATUS</u></b>
Price, Kenny	12/12/2024	4% \$2,254.72	JV Head Coach – Boys Basketball	RHECC	Hire

<b><u>CLASSIFIED SUBSTITUTES EMPLOYMENT/RESIGNATIONS</u></b>		
<b><u>EMPLOYEE</u></b>	<b><u>DATE</u></b>	<b><u>STATUS</u></b>
Mizrahi, Katherine	12/19/2024	Hire
Chavez, Maria	12/19/2024	Hire

<b><u>CERTIFICATED/ADMINISTRATIVE EMPLOYMENT/RESIGNATIONS</u></b>					
<b><u>EMPLOYEE</u></b>	<b><u>DATE</u></b>	<b><u>SALARY</u></b>	<b><u>POSITION</u></b>	<b><u>SITE</u></b>	<b><u>STATUS</u></b>
Lux, Holly	12/12/2024	C4/S2 \$35,986.66 (prorated)	SDC Teacher	WES	Hire



## **XII. Personnel Items (Continued)**

<b><u>CERTIFICATED STIPEND/EXTRA DUTY EMPLOYMENT/RESIGNATIONS</u></b>					
<b><u>EMPLOYEE</u></b>	<b><u>DATE</u></b>	<b><u>SALARY</u></b>	<b><u>POSITION</u></b>	<b><u>SITE</u></b>	<b><u>STATUS</u></b>
Dyas, Chelsea	12/12/2024	2% \$563.68 (prorated)	Enrichment - LEGO Education Instructor	RES	Hire
Jones, Courtney	12/12/2024	2% \$563.68 (prorated)	Enrichment - LEGO Education Instructor	RES	Hire
Pasillas, Katrina	12/18/2024	2% \$751.57 (prorated)	Afterschool Drama Instructor	RES	Hire
Thompson, Katie	12/12/2024	2% \$563.68 (prorated)	Enrichment - LEGO Education Instructor	WES	Hire
Thomson, Paulene	12/12/2024	2% \$563.68 (prorated)	Enrichment - LEGO Education Instructor	WES	Hire
Tinich, Shauna	12/12/2024	2% \$563.68 (prorated)	Enrichment - LEGO Education Instructor	TMS	Hire
Djoko Ngandjong, Simeon	12/12/2024	---	Varsity Head Coach – Boys Soccer	RHECC	Resign

## **XIII. Adjournment**

**ACTION**

MOTION: Hepburn, Gutierrez, Vincelette, Rendon, Wright, Arellano  
VOTE: YEAS \_\_\_\_ NAYS \_\_\_\_ ABSENT \_\_\_\_ ABSTAIN \_\_\_\_  
PREFERENTIAL STUDENT VOTE \_\_\_\_ **TIME:** \_\_\_\_

SECOND: Hepburn, Gutierrez, Vincelette, Rendon, Wright,  
Arellano

**\*\*Notice of Teleconferencing:** Government Code Section 54953 permits the Board to conduct its meeting from different locations via teleconference provided that at least a quorum of the Board participates from locations within agency boundaries. This meeting may be conducted using teleconferencing at the following location(s), which shall be accessible to the public: Grand Floridian Resort, 4401 Floridian Way, Lake Buena Vista, Florida 32830. Members of the public shall be afforded the opportunity to address the Board as permitted under Government Code Section 54954.3 at each teleconference location. Voting at this meeting shall be by roll call.

## Account Strings Selected:

FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4

1.	-	-	.	-	-	-
2.	-	-	.	-	-	-
3.	-	-	.	-	-	-
4.	-	-	.	-	-	-
5.	-	-	.	-	-	-
6.	-	-	.	-	-	-
7.	-	-	.	-	-	-
8.	-	-	.	-	-	-
9.	-	-	.	-	-	-
10.	-	-	.	-	-	-

Account Breaks on: FUND

Select PO'S from: 250501 To 250999

Select PO dates from: To

Select vendors from: To

Select vendor names from:

Primary sort: Account break values

Detail line order by: Purchase order number

PO detail order by: Purchase order number

Include Current Liabilities: N

POCO Filter: 1 - All POS



FUND		:01		GENERAL FUND									
NUMBER	VENDOR NAME	Line	FD-RESC-Y-OBJT.	SO-GOAL-FUNC-STE-T2-TY3-TYP4	DESCRIPTION	ENCUMBERED	STAT	LIQUIDATED	BALANCE	ENTERED			
250523	003490 GOLDENSTATE COMMUNICATIONS INC	1.	01-6332-0-4300.00-1110-4900-030-00-106-0000		Radios for School Sites	3,383.90			3,383.90	12/03/2024			
		2.	01-6332-0-4300.00-1110-4900-040-00-106-0000			2,413.98			2,413.98				
		3.	01-6332-0-4300.00-1110-4900-050-00-106-0000			3,383.90			3,383.90				
		4.	01-6332-0-4300.00-8100-5900-003-00-000-0000			969.92			969.92				
		5.	01-1100-0-4300.00-1110-8300-001-00-000-0000			36,380.40			36,380.40				
			TOTAL AMOUNT			46,532.10		0.00	46,532.10				
250524	003491 America Conference Svc. Inc.	1.	01-0000-0-5800.00-0000-7200-004-72-307-0000		Document Translation	19,838.49			19,838.49	12/03/2024			
250525	002784 MAXIM HEALTHCARE SERVICES INC	1.	01-6500-0-5800.00-5770-1120-005-00-000-0000		LVN Services For Student	52,520.00			52,520.00	12/03/2024			
250526	002727 ALL-TECH FIRE & SECURITY INC	1.	01-8150-0-5800.00-1110-8100-010-00-000-0000		25-26 Fire Alarm Inspections	38,780.00			38,780.00	12/03/2024			
250527	001422 AMAZON.COM	1.	01-0000-0-4300.00-0000-7200-003-00-000-0000		Supplies Ed Svcs	299.73			299.73	12/04/2024			
250528	000081 KERN CO SUPT OF SCHOOLS	1.	01-6332-0-5200.00-1110-1000-020-00-000-0000			1,300.00			1,300.00	12/09/2024			
250529	003304 LTJ HEATING & AIR	1.	01-8150-0-6400.00-1110-8100-010-00-000-0000		RHECC Drama Classroom HVAC	54,225.00			54,225.00	12/12/2024			
250530	000081 KERN CO SUPT OF SCHOOLS	1.	01-6266-0-5200.00-1110-1000-003-00-000-0000		PLC at Work Series	3,900.00			3,900.00	12/12/2024			
250531	000819 EARTH SYSTEMS CONSULTANTS	1.	01-0000-0-6400.00-0000-8500-020-72-221-0000		Compact Test RHECC Lockeroom	10,000.00			10,000.00	12/12/2024			
* Account Break						4,850,130.74		85,287.15	4,764,843.59				
						4,850,130.74		85,287.15	4,764,843.59				
						4,850,130.74		85,287.15	4,764,843.59				
GRAND TOTALS						4,850,130.74		85,287.15	4,764,843.59				



093 SOUTHERN KERN UNIFIED  
December 18 PV List

Pay Voucher Transactions  
Date: 00/00/0000 - 99/99/9999  
PV#: 250539 - 259999

J87648 PV0100 L.00.00 12/12/24 PAGE 1

PV NO	Vendor/Addr	Name	LN	FD-RESC-Y-OBJT-SO-GOAL-FUNC-STE-T2-TY3-TYP4	Tax ID	Inv Date	Inv amount	Entered UT	UT-Obj	Paid UT	Batch UT-Rate	Description UT-Amount
250539	002119/00	TANIA LONG				11/20/2024	11/20/2024	11/20/2024	11/25/2024	21	Reimb - KCSOS CCSPP	
		1. 01-6332-0-5200.00-8100-5900-003-00-000-0000					102.38	N				N
		Reimb - KCSOS CCSPP										
250540	000813/00	CYNTHIA LITCHKO			000000000	11/20/2024	11/20/2024	11/20/2024	11/25/2024	21	Mediare Premium Nov 2024	
		1. 01-0000-0-3701.00-0000-7200-000-00-000-0000					174.70	N				N
		Mediare Premium Nov 2024										
250541	000813/00	CYNTHIA LITCHKO			000000000	11/20/2024	11/20/2024	11/20/2024	11/25/2024	21	Medicare Premium Dec 2024	
		1. 01-0000-0-3701.00-0000-7200-000-00-000-0000					174.70	N				N
		Medicare Premium Dec 2024										
250542	003362/00	KARISSA SNYDER				11/20/2024	11/20/2024	11/20/2024	11/25/2024	21	Oct Mileage	
		1. 01-6500-0-5200.00-5770-1120-005-00-000-0000					21.51	N				N
		Oct Mileage										
250543	003206/00	KAYLA IRVINE				11/20/2024	11/20/2024	11/20/2024	11/25/2024	21	Reimb - Spelling Bee	
		1. 01-0000-0-4300.00-1110-1000-050-72-205-0000					185.00	N				N
		Reimb- Spelling Bee										
250544	003338/00	JOSIANE MUABE				11/20/2024	11/20/2024	11/20/2024	11/25/2024	21	AVC Reimb - Ivan Emmanuel	
		1. 01-7339-0-5800.00-1110-1000-020-00-000-0000					157.00	N				N
		AVC Reimb - Ivan Emmanuel Sals										
250545	000344/00	ECOLAB FOOD SAFETY SPECIALTIES		410231510		11/20/2024	11/20/2024	11/20/2024	11/25/2024	21	Inv. 6347397778	
		1. 13-5310-0-5800.00-0000-3700-000-00-000-0000					70.42	N				N
		Inv. 6347397778										
250546	000573/00	FAITH HAUN				11/20/2024	11/20/2024	11/20/2024	11/25/2024	21	Medicare Premium 11/24-01/	
		1. 01-0000-0-3701.00-0000-7200-000-00-000-0000					524.10	N				N
		Medicare Premium 11/24-01/25										
250547	000206/00	FLEWELLING & MOODY			000000000	11/20/2024	11/20/2024	11/20/2024	11/25/2024	21	Inv. 48561 - RES Pre-Sch	

PV NO	Vendor/Addr	Name	LN	FD-RESC-Y-OBJT-SO-GOAL-FUNC-STE-T2-TY3-TYP4	Tax ID	Inv Date	Entered	UT	UT-Obj	Batch	UT-Rate	Description
250547	(CONTINUED)											
			1.	01-2600-0-5800.00-0000-8500-050-00-000-0000			279.57	N				N
			Inv.	48561 - RES Pre-Sch								
250548	000206/00	FLEWELLING & MOODY			0000000000	11/20/2024	11/20/2024	11/25/2024	21	Inv.	48564 - RES Pre-Sch	
			1.	01-2600-0-5800.00-0000-8500-050-00-000-0000			6,193.69	N				N
			Inv.	48564 - RES Pre-Sch								
250549	000206/00	FLEWELLING & MOODY			0000000000	11/20/2024	11/20/2024	11/25/2024	21	Inv.	48560 - RES Pre-Sch	
			1.	01-2600-0-5800.00-0000-8500-050-00-000-0000			1,238.74	N				N
			Inv.	48560 - RES Pre-Sch								
250550	000206/00	FLEWELLING & MOODY			0000000000	11/20/2024	11/20/2024	11/25/2024	21	Inv.	48156 - TMS Expansion	
			1.	01-0000-0-5800.00-0000-8500-040-00-000-9304			12,937.50	N				N
			Inv.	48156 - TMS Expansion								
250551	000206/00	FLEWELLING & MOODY			0000000000	11/20/2024	11/20/2024	11/25/2024	21	Inv.	48557 - TMS Cafeteria	
			1.	13-5310-0-5800.00-0000-3700-000-00-000-0000			1,293.75	N				N
			Inv.	48557 - TMS Cafeteria Hoo								
250552	000206/00	FLEWELLING & MOODY			0000000000	11/20/2024	11/20/2024	11/25/2024	21	Inv.	48562 - WES Pre-K/TK	
			1.	35-0000-0-5800.00-0000-8500-000-00-000-9303			13,662.50	N				N
			Inv.	48562 - WES Pre-K/TK								
250553	002850/00	CRYSTAL CLARK			0000000000	11/20/2024	11/20/2024	11/25/2024	21	Reimb - Oct Mileage		
			1.	01-6500-0-5200.00-5770-1120-005-00-000-0000			43.42	N				N
			Reimb - Oct Mileage									
250554	002850/00	CRYSTAL CLARK			0000000000	11/20/2024	11/20/2024	11/25/2024	21	Reimb - Oct Mileage		
			1.	01-6500-0-5200.00-5770-1120-005-00-000-0000			22.24	N				N
			Reimb - Oct Mileage									
250555	003362/00	KARISSA SNYDER				11/20/2024	11/20/2024	11/25/2024	21	Reimb - Oct Mileage		

PV NO	Vendor/Addr	Name	Tax ID	Inv Date	Entered	UT-Obj	Paid	Batch	Description
	LN	FD-RESC-Y-OBJT-SO-GOAL-FUNC-STE-T2-TY3-TYP4		PV amount	UT			UT-Rate	UT-Amount 1099
250555	(CONTINUED)								
	1.	01-6500-0-5200.00-5770-1120-005-00-000-0000		6.37	N				N
		Reimb - Oct Mileage							
250556	003277/00	LARRY MENDEZ	11/20/2024	11/20/2024	11/25/2024	21	Reimb - Community Sch Conf		
	1.	01-6332-0-5200.00-8100-5900-003-00-000-0000		1,302.18	N				N
		Reimb - Community Sch Conf							
250557	003178/00	LAURA CABRERA	11/20/2024	11/20/2024	11/25/2024	21	Reimb - Mileage		
	1.	01-6332-0-5200.00-8100-5900-003-00-000-0000		18.76	N				N
		Reimb - Mileage							
250558	003351/00	LAUREN JACOBS	11/20/2024	11/20/2024	11/25/2024	21	Reimb - Oct Mileage		
	1.	01-6500-0-5200.00-5770-1120-005-00-000-0000		17.69	N				N
		Reimb - Oct Mileage							
250559	003132/00	RACHEL STEVENSON	11/20/2024	11/20/2024	11/25/2024	21	Reimb - Oct Mileage		
	1.	01-6500-0-5200.00-5770-1120-005-00-000-0000		15.68	N				N
		Reimb - Oct Mileage							
250560	001841/00	JEANETTE L. GARCIA & ASSOC.	11/20/2024	11/20/2024	11/25/2024	21	Inv. 2158 - 23/24 Audit		
	1.	01-0000-0-5800.00-0000-7200-001-00-000-0000		16,300.12	N				N
		Inv. 2158 - 23/24 Audit							
250561	003067/00	LANTZ SECURITY	815221516	11/20/2024	11/20/2024	21	Inv. 79771 9/23-10/6/24		
	1.	01-0000-0-5800.00-1110-8300-020-78-000-0000		3,248.00	N				N
		Inv. 79771 9/23-10/6/24							
250562	003067/00	LANTZ SECURITY	815221516	11/20/2024	11/20/2024	21	Inv. 79791 10/7-20/24		
	1.	01-0000-0-5800.00-1110-8300-020-78-000-0000		3,248.00	N				N
		Inv. 79791 10/7-20/24							
250563	003067/00	LANTZ SECURITY	815221516	11/20/2024	11/20/2024	21	Inv. 79901 11/4-17/24		





PV NO	Vendor/Addr	Name	Tax ID	Inv Date	Entered	UT-Obj	Batch	Description
LN	FD-RESC-Y-OBJT-SO-GOAL-FUNC-STE-T2-TY3-TYP4			PV amount	UT	UT-Rate	UT-Amount	1099
250571	(CONTINUED)							
		1. 01-8150-0-4300.00-1110-8100-010-00-000-0000		100.10	N			N
	INV# 48819848 S CHAVEZ							
	2. 01-8150-0-4300.00-1110-8100-010-00-000-0000			124.47	N			N
	INV# 48859252 G MONZON							
	3. 01-8150-0-4300.00-1110-8100-010-00-000-0000			124.47	N			N
	INV# 48861506 L LOERA							
	Total amount	349.04 *				0.00 *		
250572	001801/00	SODEXO AMERICA	0000000000	11/21/2024	11/21/2024	11/25/2024	21	CATERING TMS GRAND OPENING
	1. 01-1100-0-5800.00-0000-7100-000-00-000-0000			1,397.82	N			N
250573	002757/00	ESMERALDA BORNE	0000000000	11/26/2024	11/26/2024	12/02/2024	22	Reimb - AVID Travel
	1. 01-0000-0-5200.00-1110-1000-003-72-110-0000			629.86	N			N
	Reimb - AVID Travel							
250574	003453/00	ETHAN PERKINS		11/26/2024	11/26/2024	12/02/2024	22	Travel - State Seal of Civ
	1. 01-0000-0-5200.00-1110-1000-020-72-125-0000			145.23	N			N
	Travel - State Seal of Civic							
250575	003328/00	JESSICA RUBIN		11/26/2024	11/26/2024	12/02/2024	22	Travel - CMC South Conf
	1. 01-0000-0-5200.00-1110-1000-040-72-125-0000			282.82	N			N
	Travel - CMC South Conf							
250576	002904/00	JOHN M. GARCIA		11/26/2024	11/26/2024	12/02/2024	22	Reimb - Supplies
	1. 01-0000-0-4300.00-1110-1000-020-00-000-0000			78.83	N			N
	Reimb - Supplies							
250577	002365/00	LARRAMIE WARD	0000000000	11/26/2024	11/26/2024	12/02/2024	22	Reimb - Classroom Library
	1. 01-0000-0-4300.00-1110-1000-030-72-121-0000			101.48	N			N
	Reimb - Classroom Library							
250578	003097/00	MICHAEL ESCOBAR		11/26/2024	11/26/2024	12/02/2024	22	Travel - Civic Seal of Eng
	1. 01-0000-0-5200.00-1110-1000-020-72-125-0000			145.23	N			N
	Travel - Civic Seal of Engage							

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PV NO	Vendor/Addr	Name	LN	FD-RESC-Y-ORJT.S0-GOAL-FUNC-STE-T2-TY3-TYP4	Tax ID	Inv Date	Entered	UT	UT-Obj	Batch	Description
250579	003327/00	REYLAN JAY RUBIN		11/26/2024	11/26/2024	11/26/2024	22	Travel - CMC South Conf			
		1. 01-0000-0-5200.00-1110-1000-040-72-125-0000				282.82	N				
		Travel - CMC South Conf									
250580	002318/00	SHAWN COLEMAN		11/26/2024	11/26/2024	12/02/2024	22	Mileage - KCSOS Sci Leader			
		1. 01-0000-0-5200.00-1110-1000-020-72-125-0000				100.37	N				
		Mileage - KCSOS Sci Leadership									
250581	002783/00	OASIS INTEGRATION		11/26/2024	11/26/2024	12/02/2024	22	Inv. 3191			
		1. 01-0000-0-5800.00-0000-8100-040-00-000-0000				7,170.26	N				
		Inv. 3191									
250582	003497/00	AMANDA TAPIA		12/09/2024	12/09/2024		23	Reimb - College App Fees			
		1. 01-7339-0-5800.00-1110-1000-020-00-000-0000				240.00	N				
		Reimb - College App Fees									
250583	000368/02	ANTELOPE VALLEY COLLEGE		12/09/2024	12/11/2024		23	INV 12905 - SERVSAFE 12/19			
		1. 13-5310-0-5800.00-0000-3700-000-00-000-0000				159.00	N				
		INV 12905 - SERVSAFE 12/19/24									
250584	003498/00	CHRISTINA RINI		12/09/2024	12/09/2024		23	REIMB- COLLEGE APP FEES			
		1. 01-7339-0-5800.00-1110-1000-020-00-000-0000				240.00	N				
		REIMB- COLLEGE APP FEES									
250585	002850/00	CRYSTAL CLARK		12/09/2024	12/09/2024		23	NOV MILEAGE			
		1. 01-6500-0-5200.00-5770-1120-005-00-000-0000				45.83	N				
		NOV MILEAGE									
250586	002374/00	DANIELLE PAUL		12/09/2024	12/09/2024		23	REIMB SPELLING BEE			
		1. 01-0000-0-4300.00-1110-1000-040-72-205-0000				25.97	N				
		REIMB SPELLING BEE									
250587	000260/00	DEBRA COVERT		12/09/2024	12/09/2024		23	OCT-DEC MEDICARE REIMB			

PV NO	Vendor/Addr	Name	Tax ID	Inv Date	Entered	Paid	Batch	Description
	LN	FD-RESC-Y-OBJT. SO-GOAL-FUNC-STE-T2-TY3-TYP4		PV amount	UT	UT-Obj	UT-Rate	UT-Amount 1099
250587	(CONTINUED)							
	1.	01-0000-0-3701.00-0000-7200-000-00-000-0000		524.10	N			N
		OCT-DEC MEDICARE REIMB						
250588	000434/00	CALIF DEPARTMENT OF ED	12/09/2024	12/09/2024		23	SF-48191/SF-48530/SF-D4510	
	1.	13-5310-0-4300.00-0000-3700-000-00-000-0000		58.50	N			N
		SF-48191						
	2.	13-5310-0-4300.00-0000-3700-000-00-000-0000		78.00	N			N
		SF-48530						
	3.	13-5310-0-4300.00-0000-3700-000-00-000-0000		360.90	N			N
		SF-D451000						
		Total amount	497.40 *			0.00 *		
250589	001698/00	DIANA CRUZ	12/09/2024	12/09/2024		23	24-25 SHOE REIMB	
	1.	13-5310-0-4300.00-0000-3700-000-00-000-0000		121.24	N			N
		24-25 SHOE REIMB						
250590	003492/00	GERALYN REBLORA	12/09/2024	12/09/2024		23	24-25 CLASSROOM SUPPLIES	
	1.	01-0000-0-4300.00-1110-1000-003-72-305-0000		202.36	N			N
		24-25 CLASSROOM SUPPLIES						
250591	003166/00	GUILLERMINA PONCE	12/09/2024	12/09/2024		23	24-25 SHOE REIMB	
	1.	13-5310-0-4300.00-0000-3700-000-00-000-0000		124.01	N			N
		24-25 SHOE REIMB						
250592	002877/00	HPLE INC	12/09/2024	12/09/2024		23	INV. SKUSD-RHSNC-012	
	1.	01-0000-0-5800.00-0000-8500-000-72-218-0000		28,414.27	N			N
		INV. SKUSD-RHSNC-012						
250593	002877/00	HPLE INC	12/09/2024	12/09/2024		23	INV. SKUSD-TMS-025	
	1.	35-9010-0-5800.00-0000-8500-000-00-000-0000		92,072.28	N			N
		INV. SKUSD-TMS-025						
250594	003494/00	JESSICA ANOSKEY	12/09/2024	12/09/2024		23	REIMB - COLLEGE APP FEES	
	1.	01-7339-0-5800.00-1110-1000-020-00-000-0000		230.00	N			N
		REIMB - COLLEGE APP FEES						

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PV NO	Vendor/Addr	Name	LN	FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	Tax ID	Inv Date	Entered	UT	UT-Obj	Paid	Batch	Description
							PV amount	UT	UT-Obj	UT-Rate		UT-Amount
250595	003495/00	JIEZELL MENDEZ				12/09/2024	12/09/2024				23	REIMB - COLLEGE TEXTBOOKS
		1. 01-0000-0-4300.00-1110-1000-020-72-111-0000					288.91	N				N
		REIMB - COLLEGE TEXTBOOKS										
250596	002799/00	CAREERSAFE			742968368	12/09/2024	12/09/2024				23	CS-685612/PO 250284 Re-Iss
		1. 01-0000-0-9510.02-0000-0000-000-000-0000					792.00	N				N
		CS-685612/PO 250284 Re-Issue										
250597	003197/00	ALMA CORDOVA				12/09/2024	12/09/2024				23	TRAVEL CSBA CONF
		1. 01-0000-0-5200.00-0000-7100-000-000-0000					263.74	N				N
		TRAVEL CSBA CONF										
250598	002434/00	CAMIE DAVIES				12/09/2024	12/09/2024				23	REIMB - SUPPLIES
		1. 01-1100-0-4300.00-0000-7100-000-000-0000					115.53	N				N
		REIMB - SUPPLIES										
250599	001443/00	DEBORAH KEYS				12/09/2024	12/09/2024				23	TRAVEL - AVID
		1. 01-0000-0-5200.00-1110-1000-003-72-110-0000					567.02	N				N
		TRAVEL - AVID										
250600	003499/00	JENNIFER RIVERA				12/09/2024	12/09/2024				23	MILEAGE - NOV
		1. 01-6500-0-5200.00-5770-1120-005-000-000-0000					14.27	N				N
		MILEAGE - NOV										
250601	003277/00	LARRY MENDEZ				12/09/2024	12/09/2024				23	MILEAGE
		1. 01-4035-0-5200.00-0000-7200-003-000-000-0000					200.73	N				N
		MILEAGE										
250602	002319/00	MONICA RITTS			000000000	12/09/2024	12/09/2024				23	MILEAGE - PAKCS
		1. 01-0000-0-5200.00-0000-7200-002-000-000-0000					110.82	N				N
		MILEAGE - PAKCS										
250603	000113/00	ROSALINA ROBLES			000000000	12/09/2024	12/09/2024				23	REIMB - CPI CATERING



PV NO	Vendor/Addr	Name	LN	FD-RESC-Y-OB	JT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	Tax ID	Inv Date	Entered	UT	UT-Obj	Paid	Batch	Description
								amount	UT			Rate	UT-Amount
													1099
250603	(CONTINUED)												
			1.	01-6500-0-5200.00-5770-1120-005-00-000-0000				49.86	N				N
				RIMB - CPI CATERING									
250604	001593/00	RUTH K. SAUCEDO			551813589	12/09/2024	12/09/2024				23		MILEAGE - OCT
			1.	01-6500-0-5200.00-5770-1120-005-00-000-0000				28.54	N				N
				MILEAGE - OCT									
250605	000726/00	WAYNE KARR				12/09/2024	12/09/2024				23		TRAVEL - CIVIC ENGAGEMENT
			1.	01-0000-0-5200.00-1110-1000-020-72-125-0000				145.37	N				N
				TRAVEL - CIVIC ENGAGEMENT									
250606	003351/00	LAUREN JACOBS				12/09/2024	12/09/2024				23		MILEAGE - NOV
			1.	01-6500-0-5200.00-5770-1120-005-00-000-0000				46.70	N				N
				MILEAGE - NOV									
250607	003496/00	LILLY REEDER				12/09/2024	12/09/2024				23		REIMB - COLLEGE APP FEES
			1.	01-7339-0-5800.00-1110-1000-020-00-000-0000				280.00	N				N
				REIMB - COLLEGE APP FEES									
250608	000914/00	LON BOYETT			000000000	12/09/2024	12/09/2024				23		MEDICARE - JUNE - NOV 2024
			1.	01-0000-0-3701.00-00000-7200-000-00-000-0000				1,272.00	N				N
				MEDICARE - JUNE - NOV 2024									
250609	003067/00	LANTZ SECURITY			815221516	12/09/2024	12/09/2024				23	INV 79975	
			1.	01-0000-0-5800.00-1110-8300-020-78-000-0000				3,364.00	N				N
				INV 79975									
250610	003324/00	MANUELA EYLER				12/09/2024	12/09/2024				23		24-25 SHOE REIMB
			1.	01-8150-0-4300.00-1110-8100-010-00-000-0000				125.00	N				N
				24-25 SHOE REIMB									
250611	000984/00	MARILYN BARRS				12/09/2024	12/09/2024				23		24-25 SHOE REIMB

PV NO	Vendor/Addr	Name	LN	FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	Tax ID	Inv Date	Entered	UT	UT-Obj	Batch	UT-Rate	Description
250611	(CONTINUED)											
		1. 13-5310-0-4300.00-0000-3700-000-000-0000				12/09/2024	125.00	N				N
		24-25 SHOE REIMB										
250613	003219/00	MIKE ESCALANTE				12/09/2024	12/09/2024			23		MEDICARE DEC - FEB
		1. 01-0000-0-3701.00-0000-7200-000-000-0000					943.50	N				N
		MEDICARE DEC - FEB										
250614	003141/00	MONICA DE SANTIAGO				12/09/2024	12/09/2024			23		24-25 SHOE REIMB
		1. 13-5310-0-4300.00-0000-3700-000-000-0000					125.00	N				N
		24-25 SHOE REIMB										
250615	000730/00	ROBERT BARTELL				12/09/2024	12/09/2024			23		MEDICARE OCT - DEC
		1. 01-0000-0-3701.00-0000-7200-000-000-0000					524.10	N				N
		MEDICARE OCT - DEC										
250616	000113/00	ROSALINA ROBLES				12/09/2024	12/09/2024			23		REIMB - SUPPLIES
		1. 13-5310-0-4300.00-0000-3700-000-000-0000					122.34	N				N
		REIMB - SUPPLIES										
250617	001593/00	RUTH K. SAUCEDO				12/09/2024	12/09/2024			23		MILEAGE - NOV
		1. 01-6500-0-5200.00-5770-1120-005-00-000-0000					55.21	N				N
		MILEAGE - NOV										
250618	003493/00	SARA LOVELADY				12/10/2024	12/10/2024			23		REIMB - STUDENT INCENTIVES
		1. 01-9010-0-4300.00-1110-1000-000-72-305-0000					52.40	N				N
		REIMB - STUDENT INCENTIVES										
250619	002325/00	SHERWIN-WILLIAMS				12/10/2024	12/10/2024			23		INV. 2284-3
		1. 01-6332-0-4300.00-8100-5900-003-00-000-0000					304.32	N				N
		INV. 2284-3										
250620	000771/00	TERRY R. ALLRED				12/10/2024	12/10/2024			23		MEDICARE OCT-DEC

PV NO	Vendor/Addr	Name	LN	FD-RESC-Y-OBJT	SO-GOAL-FUNC	STE-T2-TY3-TYP4	Tax ID	Inv Date	Entered	UT	UT-Obj	Paid	Batch	Description
									PV amount	UT			UT-Rate	UT-Amount
250620	(CONTINUED)													
		1. 01-0000-0-3701.00-0000-7200-000-00-000-0000						524.10	N					N
		MEDICARE OCT-DEC												
250621	000404/00	TIMOTHY FEICKERT					0000000000	12/10/2024	12/10/2024			23		MEDICARE JAN - MAR 25
		1. 01-0000-0-3701.00-0000-7200-000-00-000-0000						555.00	N					N
		MEDICARE JAN - MAR 25												
250622	000147/00	WES WARD					0000000000	12/10/2024	12/10/2024			23		MEDICARE NOV - JAN
		1. 01-0000-0-3701.00-0000-7200-000-00-000-0000						524.10	N					N
		MEDICARE NOV - JAN												
250623	000533/00	AMERICAN EXPRESS						12/10/2024	12/10/2024			23		AV CHEVROLET - MAIN TRUCK
		1. 01-8150-0-4400.00-1110-8100-010-00-000-0000						2,510.36	N					N
		AV CHEVROLET - MAIN TRUCK												
250624	000533/00	AMERICAN EXPRESS						12/10/2024	12/10/2024			23		CDE AUDITOR FOOD
		1. 01-0000-0-4300.00-1110-1000-003-00-000-0000						115.60	N					N
		CDE AUDITOR FOOD												
250625	000533/00	AMERICAN EXPRESS						12/10/2024	12/10/2024			23		FOOD - RHS-TMS
		1. 13-5310-0-4700.00-0000-3700-000-00-000-0000						178.86	N					N
		FOOD - RHS-TMS												
250626	000533/00	AMERICAN EXPRESS						12/10/2024	12/10/2024			23		PREVIOUS BALANCE
		1. 01-0000-0-4300.00-1110-1000-001-00-000-0000						1,456.79	N					N
		PREVIOUS BALANCE												
250627	000206/00	FLEWELLING & MOODY					0000000000	12/10/2024	12/10/2024			23		INV 48668 - WES PRE-K/TK
		1. 35-0000-0-5800.00-0000-8500-000-00-000-9303						2,732.50	N					N
		INV 48668 - WES PRE-K/TK												
250628	000206/00	FLEWELLING & MOODY					0000000000	12/10/2024	12/10/2024			23		INV 48611 - RHECC WEIGHT/D

093 SOUTHERN KERN UNIFIED  
December 18 PV List

Pay Voucher Transactions  
Date: 00/00/0000 - 99/99/9999  
PV#: 250539 - 259999

J87648 PV0100 L.00.00 12/12/24 PAGE 12

PV NO	Vendor/Addr	Name	LN	FD-RESC-Y-ORJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	Tax ID	Inv Date	Entered	UT	UT-Obj	Batch	Description
250628	(CONTINUED)										
		1. 01-0000-0-6400.00-0000-8500-020-72-222-0000				11,255.72	N				N
		INV 48611 - RHECC WEIGHT/DANCE									
250629	000206/00	FLEWELLING & MOODY		0000000000	12/10/2024	12/10/2024				23	INV 48612 - RHECC WEIGHT/D
		1. 01-0000-0-6400.00-0000-8500-020-72-222-0000				11.60	N				N
		INV 48611 - RHECC WEIGHT/DANCE									
250630	000206/00	FLEWELLING & MOODY		0000000000	12/10/2024	12/10/2024				23	INV 48613-RHECC B&G LOCKER
		1. 01-0000-0-6400.00-0000-8500-020-72-221-0000				7,917.00	N				N
		INV 48613-RHECC B&G LOCKER RM									
250631	000206/00	FLEWELLING & MOODY		0000000000	12/10/2024	12/10/2024				23	INV 48155 - TMS EXPANSION
		1. 01-0000-0-5800.00-0000-8500-040-00-000-9304				1,050.00	N				N
		INV 48155 - TMS EXPANSION									
250632	000206/00	FLEWELLING & MOODY		0000000000	12/10/2024	12/10/2024				23	INV 48154 - TMS EXPANSION
		1. 35-9010-0-5800.00-0000-8500-040-00-000-0000				5,508.63	N				N
		INV 48154 - TMS EXPANSION									
250633	000206/00	FLEWELLING & MOODY		0000000000	12/10/2024	12/10/2024				23	INV 48475 - TMS EXPANSION
		1. 35-9010-0-5800.00-0000-8500-040-00-000-0000				266,846.89	N				N
		INV 48475 - TMS EXPANSION									
250634	002316/00	MEDALLION CONTRACTING INC		0000000000	12/10/2024	12/10/2024				23	INV 24016-1 - SKUSD RHECC
		1. 01-0000-0-6400.00-0000-8500-020-72-221-0000				59,975.00	N				N
		INV 24016-1 - SKUSD RHECC LR									
250635	003030/00	SUNNI HEPBURN			12/10/2024	12/10/2024				23	TRAVEL - CSBA CONF
		1. 01-0000-0-5200.00-0000-7100-000-00-000-0000				381.42	N				N
		TRAVEL - CSBA CONF									
250636	003451/00	JUSTIN WRIGHT			12/10/2024	12/10/2024				23	TRAVEL - CSBA CONF

093 SOUTHERN KERN UNIFIED  
December 18 PV List

Pay Voucher Transactions  
Date: 00/00/0000 - 99/99/9999  
PV#: 250539 - 259999

J87648 PV0100 L.00.00 12/12/24 PAGE 13

PV NO	Vendor/Addr	Name	LN	FD-RESC- Y-OB	JT.SO- GOAL-FUNC-STE-T2-TY3-TYP4	Tax ID	Inv Date	Entered	UT	UT-Obj	Paid	Batch	Description
								PV amount	UT		UT-Rate		UT-Amount
250636	(CONTINUED)												
		1. 01-0000-0-5200.00-0000-7100-000-000-0000					448.74	N					
		TRAVEL - CSBA CONF											
250637	003279/00	ROD BANAHAN					12/10/2024	12/10/2024			23		TRAVEL - COMMUNITY SCH CON
		1. 01-6332-0-5200.00-8100-5900-003-00-000-0000					627.84	N					
		TRAVEL - COMMUNITY SCH CONF											
250638	002805/00	BARBARA GAINES					12/10/2024	12/10/2024			23		TRAVEL - CSBA CONF
		1. 01-0000-0-5200.00-0000-7100-000-000-0000					463.02	N					
		TRAVEL - CSBA CONF											
250639	002426/00	ROBERT IRVING					12/10/2024	12/10/2024			23		TRAVEL - CSBA CONF
		1. 01-0000-0-5200.00-0000-7100-000-000-0000					378.74	N					
		TRAVEL - CSBA CONF											
250640	003218/00	MEAGAN SLEMENSKI					12/11/2024	12/11/2024			23		TRAVEL - COMMITY SCH CONF
		1. 01-6332-0-5200.00-8100-5900-003-00-000-0000					725.58	N					
		TRAVEL - COMMITY SCH CONF											
250641	003500/00	OSCAR CASTILLO JR					12/12/2024	12/12/2024			24		REIMB - COLLEGE APP FEES
		1. 01-7339-0-5800.00-1110-1000-020-00-000-0000					210.00	N					
		REIMB - COLLEGE APP FEES											

Grand total

574,081.15 \*\*\*\*\*

0.00 \*\*\*\*\*



# Southern Kern Unified School District

2601 Rosamond Blvd.  
Rosamond, CA 93560

## Donation

Site	Date Received	Board Date
Rosamond High School	12/9/2024	12/18/2024

Donor	Effective Dates	Final Contract to Superintendent's Secretary By:
Thomas Dunn	From 12/19/2024	
	Until	
		12/11/2024

Description
This donation of \$2,500 is to fund the Pense-Kiser Scholarship.

Renewal Clause	Automatic Renewal

Payment Terms:	Termination Clause	Budgeted Item
	N/A	N/A

Fixed/Startup Costs	N/A	Total Cost (not to exceed)	N/A
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Budget String/Comments
Business Services

### Overview

- ☐ Agreement is for more than one School Fiscal Year
- ☐ Clearly States Fees and Hourly Rates
- ☐ Allows Early Termination
- ☐ Mutual Indemnity Clause
- ☐ Governed in Accordance with Laws of California and Department of Education
- ☐ Arbitration Clause
- ☐ Two copies already signed by vendor

<input checked="" type="checkbox"/> Initial Review Complete	Signature Robert Irving	Date 12/11/2024
---	----------------------------	--------------------

<input type="checkbox"/> Purchase Order Prepared	Signature	Date

<input checked="" type="checkbox"/> Ready for Board Agenda	Signature Camie Davies	Date 12/11/2024
--	---------------------------	--------------------



**Southern Kern Unified School District  
Rosamond High School  
Early College Campus  
Associated Student Body**

**Donation  
Form**

Name of Donor: Thomas Dunn

Street Address: \_\_\_\_\_

City, State, & ZIP: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

**Description of the donation:** (If cash or check, show the exact amount; if other than cash or check, include a detailed description of each item, including serial number, estimated value, color, etc...)

Pense-Kiser fund Scholarship \$2500

Donation for: ☒ ASB CLUB ☐ School Site ☐ District

ASB Club name: \_\_\_\_\_

**Purpose of the donation:**

to be divided up as Scholarships for graduating students.

Donor: \_\_\_\_\_

Student Club Representative: \_\_\_\_\_

(Signature, Title and Date)

Adrian Adams ASB 11/22/24

Club Advisor: \_\_\_\_\_

(Signature, Title and Date)

[Signature] ASB Advisor 11-22-24

ASB Bookkeeper Verified: \_\_\_\_\_

(Signature, Title and Date)

[Signature]

(Signature and Date)

☒ Approved

☐ Declined

☐ Hold - More information needed

ASB Officer Signature: \_\_\_\_\_

Adrian Adams

Title: \_\_\_\_\_

President

ASB Director Signature: \_\_\_\_\_

[Signature]

Date Recorded in ASB minutes: \_\_\_\_\_

11-22-24

Administrator Signature: \_\_\_\_\_

[Signature]





## Southern Kern Unified School District

2601 Rosamond Blvd.  
Rosamond, CA 93560

### Donation

Site	Date Received	Board Date
Parent & Community Center	12/9/2024	12/18/2024
Donor	Effective Dates	Final Contract to Superintendent's Secretary By:
Ross Stores, Inc.	From 12/19/2024 Until	
Description		
This donation of \$500 is to help provide professional clothing for caregivers and/or students in need.		
Renewal Clause		Automatic Renewal
Payment Terms:		Budgeted Item
Termination Clause		N/A
Fixed/Startup Costs	N/A	Total Cost (not to exceed)
N/A		N/A
Budget String/Comments		
Business Services		

#### Overview

- ☐ Agreement is for more than one School Fiscal Year
- ☐ Clearly States Fees and Hourly Rates
- ☐ Allows Early Termination
- ☐ Mutual Indemnity Clause
- ☐ Governed in Accordance with Laws of California and Department of Education
- ☐ Arbitration Clause
- ☐ Two copies already signed by vendor

<input checked="" type="checkbox"/> Initial Review Complete	Signature Robert Irving	Date 12/11/2024
---	----------------------------	--------------------

<input type="checkbox"/> Purchase Order Prepared	Signature	Date
--	-----------	------

<input checked="" type="checkbox"/> Ready for Board Agenda	Signature Camie Davies	Date 12/11/2024
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## Gift / Donation Form

SCHOOL: District Office Estimated Value \$500

Gift/Donated Item:	Gift cards for SKUSD Parent & Community Center.
--------------------	---

Make / Model / Year: \_\_\_\_\_

VIN or serial # \_\_\_\_\_

License plate: \_\_\_\_\_

Purpose of the Gift

Supplies

Donated by: Organization: Ross Stores, Inc.

Name: Store-Based Giving Program

Address: 5130 Hacienda Drive  
Dublin, CA 94568

**Site administrator acknowledges that item is appropriate for use at school site and adequate facilities/storage is available.**

Barbara Gaines  
(Administrator signature)

(Date)

12/10/24

☐ Item Placed on site inventory

(Inventory ID Number)

DATE: 12/9/2024

This gift/donation satisfies the requirements of SKUSD Board Policy Number 3290 (a). The school/district accepts responsibility to maintain/install the donated item.

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(District Office Use Only)

Pink slip forwarded to District office on: \_\_\_\_\_

Accepted by the Board on: \_\_\_\_\_

Letter of Appreciation Mailed: \_\_\_\_\_

**Site Administrator must sign and forward to Superintendent's Office for Board of Trustees Approval. Letter of acceptance shall be mailed promptly to the address listed above, upon Board Action to accept donation.**



---

## Your Submitted Application

The application you previously submitted appears below. No further changes may be made to this application. Click here to [return to the Welcome page](#).

---

## Contact Information

**\* First Name** Fallon

**\* Last Name** Mitchell

**\* Telephone** 6612565000 ext. 1115

**\* E-mail Address** fmitchell@skusd.k12.ca.us

---

## Organization Information

**Organization Name** Southern Kern Unified School District

**Address** 2601 Rosamond Blvd.

**City** Rosamond

**State** California

**Zip** 93560

**\* Donations **must** be sent** Yes  
to an organization's verified  
address. Can your  
organization receive FedEx  
deliveries at the address  
above?

**\* Website** <https://www.skusd.k12.ca.us/domain/167>

**\* Mission** SKUSD serves the academic, social, emotional and physical  
needs of ALL students in a safe and secure learning

environment. SKUSD's motto is "Maintaining Excellence". We are a Community School, focused on the Whole Child approach. We are here to serve the students and their families.

**\* Organization Description** SKUSD has a Parent and Community Center that offers classes for families, books, hygiene supplies, school supplies, and resources for all things under the wellness umbrella. This is in addition to multiple supports at each school site.

**\* Is your organization a place of worship, a faith-based community service program, or a religious school?** No

## Request Information

---

**\* Program Title** SKUSD Parent & Community Center

**\* Target Population - % of Low-Income Youth** 100

**\* Target Population - Description** As a Community School, we focus on all of our families and show extra care to marginalized and disadvantaged groups. SKUSD is 82% unduplicated, 100% of our students receive free meals and transportation, among other resources.

**\* Use of Funding - Acknowledgement**

**\* Use of Funding** The Parent & Community Center will provide professional clothing for our caregivers and/or students in need. We will offer a resume writing and interview etiquette class soon and we would like to let each person leave with a professional outfit.

**\* Donation Amount** Yes

**\* Gift Card Type** Ross: All Ross Dress for Less Gift Cards

**\* Goods/Services Agreement** Yes

**\* Logo Use Agreement** Yes

[Need Support?](#)

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## Southern Kern Unified School District

2601 Rosamond Blvd.  
Rosamond, CA 93560

### Field Trip

Site	Date Received	Board Date
Rosamond High School	12/9/2024	12/18/2024

Field Trip	Effective Dates	Final Contract to Superintendent's Secretary By:
Cadet Individual Major Awards State Competition	From 1/24/2025 Until 1/26/2025	12/11/2024

Description
On this field trip SKUSD Cadets will compete in interviews, speech and military drill for State Cadet of the Year.

Renewal Clause	Automatic Renewal

Payment Terms:	Termination Clause	Budgeted Item
	N/A	N/A

Fixed/Startup Costs	Total Cost (not to exceed)
N/A	N/A

Budget String/Comments
Business Services

#### Overview

- ☐ Agreement is for more than one School Fiscal Year
- ☐ Clearly States Fees and Hourly Rates
- ☐ Allows Early Termination
- ☐ Mutual Indemnity Clause
- ☐ Governed in Accordance with Laws of California and Department of Education
- ☐ Arbitration Clause
- ☐ Two copies already signed by vendor

☒ Initial Review Complete

Signature	Date
Robert Irving	12/11/2024

☐ Purchase Order Prepared

Signature	Date

☒ Ready for Board Agenda

Signature	Date
Camie Davies	12/11/2024

# SOUTHERN KERN UNIFIED SCHOOL DISTRICT

## FIELD TRIP TRANSPORTATION REQUEST

Trip Date: 01/24/2025 School Site: Rosamond High Early College Campus Today's Date: 12/03/2024

Contact Person: Charles Wallis

Contact Number:

Contact Email: cwallis@skusd.k12.ca.us

Destination: Camp San Luis Obispo

Purpose: Cadet Individual Major Awards State Competition

Overnight\*: Yes

Out of State\*: No

Lodging Required: No

Student Cost: NA

\*If trip is overnight or out of state, please attach all additional documentation with form.

If available attach event and pricing  
(Cost of tickets, parking, etc...)

Are Special Education Students Included?: Yes

Departure Date: 01/24/2025

Return Date: 01/26/2025

Departure Time: 3:00 PM

Return Time: 3:00 PM

SKUSD Cadets will complete in interviews, speech, and military drill for State Cadet of the Year.

Notes:

### Vehicle Type Requested

#### Van

No. Vans Requested: 2

No. Passengers: 18

(9 Passengers MAX Per Van)

Persons Driving: C. Wallis / C. Galdamez

Additional Stops: Restroom / Dinner

Approximate Miles: 400

Fuel per Mile: \$3.91

Total Fuel Cost: 1,564.00

#### Bus

No. Buses Requested: NA

No. Passengers: NA

(Elementary 78 Passengers MAX Per Bus)

(Secondary 54 Passengers MAX Per Bus)

Additional Stops: NA

Approximate Miles: 0

Fuel per Mile: \$4.19

Total Fuel Cost: 0.00



# Field Trip Meal Request

The Food Nutrition Service Department requires a one (1) week notice to be for a field trip.

Are meals and/or snacks being requested for this trip? Meals

If meal requested, specify: Breakfast Lunch x Dinner

- All students will be provided a meal during their trip per the quantity requested by the teacher/advisor.
- The teacher/advisor MUST turn in a roster of students that choose to grab a meal after the trip has ended. *Note that an attendance roster will suffice as long as student are marked for record purposes.*
- All request or dietary restrictions must be disclosed to the team to ensure the safety of the students.

Teacher/Advisor: C. Wallis

Classroom Number: 432

Total Number of Student Eating: 18

Number of Adults Eating: NA

Cost of Adult Meal \$5.00 per person

Date Needed By: 01/24/2025

Time Needed By: 2:00 PM

**Meal and/or snack options will be discussed upon receipt of this request.**

Be sure to submit a full roster of attendees to Food Services after the Field Trip has taken place.

## Roster Example:

NA

Student Name:	Comments/Restrictions
John Doe	No allergies
Jane Doe	Peanut allergy

# Field Trip Approvals

Site Administrator Approval: Suresh Bajnath Date: 12/04/2024

Superintendent Approval: Barbara Gaines Date: 12/09/2024

Board Approval: \_\_\_\_\_ Date: \_\_\_\_\_  
(Required if overnight or out of state)

Transportation Approval: Dezera Castro Date: 12/03/2024

Child Nutrition Approval: Rosie Robles Date: 12/09/2024

# For Transportation Use Only

## Odometer Readings:

Van Number:	Ending Mileage:	Starting Mileage:	Total Mileage:	Per Mile:
Van Number:	Ending Mileage:	Starting Mileage:	Total Mileage:	Per Mile:
Van Number:	Ending Mileage:	Starting Mileage:	Total Mileage:	Per Mile:
Van Number:	Ending Mileage:	Starting Mileage:	Total Mileage:	Per Mile:
				<b>Total Van Cost</b>
Bus Number:	Ending Mileage:	Starting Mileage:	Total Mileage:	Per Mile:
Bus Number:	Ending Mileage:	Starting Mileage:	Total Mileage:	Per Mile:
Bus Number:	Ending Mileage:	Starting Mileage:	Total Mileage:	Per Mile:
Bus Number:	Ending Mileage:	Starting Mileage:	Total Mileage:	Per Mile:
				<b>Total Bus Cost</b>

## Bus Driver Information:

Name:	Trip Start Time:	Trip End Time:	Total Time:
Name:	Trip Start Time:	Trip End Time:	Total Time:
Name:	Trip Start Time:	Trip End Time:	Total Time:
Name:	Trip Start Time:	Trip End Time:	Total Time:



# Southern Kern Unified School District

2601 Rosamond Blvd.  
Rosamond, CA 93560

## Field Trip

Site	Date Received	Board Date
Rosamond High School	12/9/2024	12/18/2024

Field Trip	Effective Dates	Final Contract to Superintendent's Secretary By:
Senior Grad Bash	From 5/29/2025 Until 5/30/2025	12/11/2024

Description
The Senior Class will be attending Grad Bash at Universal Studios Hollywood. Costs will be covered by Senior Class ASB Account.

Renewal Clause	Automatic Renewal

Payment Terms:	Termination Clause	Budgeted Item
	N/A	N/A

Fixed/Startup Costs	Total Cost (not to exceed)
N/A	N/A

Budget String/Comments
Business Services

### Overview

- ☐ Agreement is for more than one School Fiscal Year
- ☐ Clearly States Fees and Hourly Rates
- ☐ Allows Early Termination
- ☐ Mutual Indemnity Clause
- ☐ Governed in Accordance with Laws of California and Department of Education
- ☐ Arbitration Clause
- ☐ Two copies already signed by vendor

☒ Initial Review Complete

Signature Robert Irving	Date 12/11/2024
----------------------------	--------------------

☐ Purchase Order Prepared

Signature	Date
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☒ Ready for Board Agenda

Signature Camie Davies	Date 12/11/2024
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# SOUTHERN KERN UNIFIED SCHOOL DISTRICT

## FIELD TRIP TRANSPORTATION REQUEST

Trip Date: 05/29/2025

School Site: Rosamond High Early College Campus

Today's Date: 11/20/2024

Contact Person: Michael Escobar

Contact Number:

Contact Email: mescobar@skusd.k12.ca.us

Destination: Universal Studios Grad Bash

Purpose: Seniors Grad Bash

Overnight\*: Yes

Out of State\*: No

Lodging Required: No

Student Cost: 0

\*If trip is overnight or out of state, please attach all additional documentation with form.

If available attach event and pricing  
(Cost of tickets, parking, etc...)

Are Special Education Students Included?: Yes

Departure Date: 05/29/2025

Return Date: 05/30/2025

Departure Time: 2:00 PM

Return Time: 4:00 AM

We will be going to Universal Studios for Grad Bash. We will be leaving at 2:00pm on May 29th and will be leaving the park at 2:00am and return to school at 4:00am

Notes:

### Vehicle Type Requested

#### Van

No. Vans Requested:

No. Passengers:

(9 Passengers MAX Per Van)

Persons Driving:

Additional Stops:

Approximate Miles:

Fuel per Mile: \$3.91

Total Fuel Cost: 0.00

#### Bus

No. Buses Requested: 3

No. Passengers: 130

(Elementary 78 Passengers MAX Per Bus)

(Secondary 54 Passengers MAX Per Bus)

Additional Stops:

Approximate Miles: 146.4

Fuel per Mile: \$4.19

Total Fuel Cost: 613.42

# Field Trip Meal Request

The Food Nutrition Service Department requires a one (1) week notice to be for a field trip.

Are meals and/or snacks being requested for this trip? No food is requested

If meal requested, specify: Breakfast Lunch Dinner

- All students will be provided a meal during their trip per the quantity requested by the teacher/advisor.
- The teacher/advisor MUST turn in a roster of students that choose to grab a meal after the trip has ended. *Note that an attendance roster will suffice as long as student are marked for record purposes.*
- All request or dietary restrictions must be disclosed to the team to ensure the safety of the students.

Teacher/Advisor: Michael Escobar

Classroom Number: 323

Total Number of Student Eating: 0

Number of Adults Eating: 0

Cost of Adult Meal \$5.00 per person

Date Needed By: 05/29/2025

Time Needed By: 10:00 AM

**Meal and/or snack options will be discussed upon receipt of this request.**

Be sure to submit a full roster of attendees to Food Services after the Field Trip has taken place.

## Roster Example:

NA

Student Name:	Comments/Restrictions
John Doe	No allergies
Jane Doe	Peanut allergy

# Field Trip Approvals

Site Administrator Approval: Suresh Bajnath

Date: 11/22/2024

Superintendent Approval: Barbara Gaines

Date: 12/08/2024

Board Approval: \_\_\_\_\_

Date: \_\_\_\_\_

(Required if overnight or out of state)

Transportation Approval: Dezera Castro

Date: 11/21/2024

Child Nutrition Approval: Rosie Robles

Date: 12/04/2024

## For Transportation Use Only

### Odometer Readings:

Van Number:	Ending Mileage:	Starting Mileage:	Total Mileage:	Per Mile:
Van Number:	Ending Mileage:	Starting Mileage:	Total Mileage:	Per Mile:
Van Number:	Ending Mileage:	Starting Mileage:	Total Mileage:	Per Mile:
Van Number:	Ending Mileage:	Starting Mileage:	Total Mileage:	Per Mile:
				<b>Total Van Cost</b>
Bus Number:	Ending Mileage:	Starting Mileage:	Total Mileage:	Per Mile:
Bus Number:	Ending Mileage:	Starting Mileage:	Total Mileage:	Per Mile:
Bus Number:	Ending Mileage:	Starting Mileage:	Total Mileage:	Per Mile:
Bus Number:	Ending Mileage:	Starting Mileage:	Total Mileage:	Per Mile:
				<b>Total Bus Cost</b>

### Bus Driver Information:

Name:	Trip Start Time:	Trip End Time:	Total Time:
Name:	Trip Start Time:	Trip End Time:	Total Time:
Name:	Trip Start Time:	Trip End Time:	Total Time:
Name:	Trip Start Time:	Trip End Time:	Total Time:





# Southern Kern Unified School District

2601 Rosamond Blvd.  
Rosamond, CA 93560

## Agreement/Contract Coversheet

Vendor/Contractor Name	Date Contract Received	Board Date
Kern County Superintendent of Schools (KCSOS)	12/9/2024	12/18/2024

Contract Title/Name	Contract Effective Dates	Final Contract to Superintendent's Secretary By:
Contracted Support Services	From 1/1/2025 Until 12/31/2025	
		12/11/2024

Description of Agreement
This outlines the Contracted Support Services That SKUSD will receive from KCSOS for Elementary I - ELD Teachers and Secondary I - ELD Teachers

Renewal Clause	Automatic Renewal
	No
Payment Terms: Net 30	Budgeted Item
Termination Clause N/A	Yes

Fixed/Startup Costs	N/A	Total Cost (NTE) Per Year	\$8,000.00
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Budget String/Comments
Business Services

### Overview

- ☐ Agreement is for more than one School Fiscal Year
- ☒ Clearly States Fees and Hourly Rates
- ☐ Allows Early Termination
- ☐ Mutual Indemnity Clause
- ☒ Governed in Accordance with Laws of California and Department of Education
- ☐ Arbitration Clause
- ☐ Two copies already signed by vendor

<input checked="" type="checkbox"/> Initial Review Complete	Signature	Date
	Robert Irving	12/11/2024

<input type="checkbox"/> Purchase Order Prepared	Signature	Date

<input checked="" type="checkbox"/> Ready for Board Agenda	Signature	Date
	Camie Davies	12/11/2024





**LEA/Site:** Southern Kern USD **Date:** 2025 **MEC/ LEA Contact:** TC

### Contracted Support Services

Charges are per consultants:  
 1 Consultant = \$1,500 full day/ \$1,000 half day  
 2 consultants = \$3,000 full day/ \$2,000 half day  
 Professional Learning with more than 50 in-person or virtual participants, recommend 2 CI Consultants.  
 Mileage Cost: .67 per mile

### Elementary I-ELD Teachers

Full Day Coordinator Cost	\$1,500.00	X	0	(# of Days)	X	0	# of coordinators	\$0.00
Half Day Coordinator Costs	\$1,000.00	X	1	(# of Days)	X	4	# of coordinators	\$4,000.00
Mileage - C1	0.67	X	0	(# of Miles)	X	0	# of days	\$0.00
Mileage - C2	0.67	X	0	(# of Miles)	X	0	# of days	\$0.00
Materials	0	# of copies (books, print material, etc...)	X	\$0.50	(cost per page)	+	\$0.00	Supplemental \$0.00
<b>Totals</b>								<b>\$4,000.00</b>

Remove cells for Year 2 if there are no contracted days.

### Secondary I-ELD Teachers

Full Day Coordinator Cost	\$1,500.00	X	0	(# of Days)	X	0	# of coordinators	\$0.00
Half Day Coordinator Costs	\$1,000.00	X	1	(# of Days)	X	4	# of coordinators	\$4,000.00
Mileage - C1	0.67	X	0	(# of Miles)	X	0	# of days	\$0.00
Mileage - C2	0.67	X	0	(# of Miles)	X	0	# of days	\$0.00
Materials	0	# of copies (books, print material, etc...)	X	\$0.50	(# of Books)	+	\$0.00	Supplemental \$0.00
<b>Totals</b>								<b>\$4,000.00</b>

**Contract Total: \$8,000.00**



## Southern Kern Unified School District: I-ELD Teachers

2024/2025

<b>Contact Information:</b>  Noemy Herrera <a href="mailto:nherrera@skusd.k12.ca.us">nherrera@skusd.k12.ca.us</a>		<b>KCSOS Consultant(s):</b>  Tara Clarke <a href="mailto:taclarke@kern.org">taclarke@kern.org</a>  Cecilia Ruiz <a href="mailto:ceruiz@kern.org">ceruiz@kern.org</a>		<b>Rosamond Elementary School:</b> Principal: Nat Adams, <a href="mailto:nadams@skusd.k12.ca.us">nadams@skusd.k12.ca.us</a> VP: Mr. Banahan, <a href="mailto:rbanahan@skusd.k12.ca.us">rbanahan@skusd.k12.ca.us</a>  <b>Westpark Elementary School:</b> Principal: Patrick Holmes, <a href="mailto:pholmes@skusd.k12.ca.us">pholmes@skusd.k12.ca.us</a> VP: Kaycie Ament, <a href="mailto:kament@skusd.k12.ca.us">kament@skusd.k12.ca.us</a>
<b>Goal:</b> Teachers will develop the knowledge and skills to intentionally integrate English language development strategies into their content instruction, ensuring that English Learners (ELs) can access grade-level curriculum, actively engage in learning, and develop both content knowledge and academic language.  Resource: <a href="#">EL Toolkit of Strategies</a>		<b>Focus / Notes</b>		
<b>Date/ Times</b>		<b>Session 1: Elementary Teachers</b>		
<b>Session Objective (goal):</b> Teachers will understand the principles of integrated ELD and how to embed language development opportunities into content instruction to support English Learners (ELs).		<b>Success Criteria (action):</b> Teachers can identify the key principles of integrated ELD and articulate its purpose within the broader curriculum.		



<p><b>Date</b> January 29, 2025</p> <p><b>Time</b> Westpark: 12:20 - 12:50 p.m. RES: 12:55 - 1:25 p.m.</p> <p><b>Location</b> Zoom</p> <p><input type="checkbox"/> Service Completed</p>	<ul style="list-style-type: none"> <li>• <b>Overview (5 minutes):</b> Key principles of integrated ELD and why it's essential.</li> <li>• <b>Interactive discussion (10 minutes):</b> Analyze a sample lesson or scenario to identify opportunities for language integration.</li> <li>• <b>Reflection (10 minutes):</b> Teachers pinpoint one area of their current teaching practice where integrated ELD could be applied.</li> <li>• <b>Q&amp;A (5 minutes):</b> Address questions to clarify understanding.</li> </ul> <p><b>Notes:</b></p>
<p><b>Session 2: Elementary Teachers</b></p> <p><b>Session Objective (goal):</b> Teachers will learn to design lessons that incorporate language objectives aligned with content standards to support English Learners' academic language development.</p> <p><b>Success Criteria (action):</b> Teachers develop language objectives that align with specific content standards.</p>	
<p><b>Date</b> February 12, 2025</p> <p><b>Time</b> Westpark: 12:20 - 12:50 p.m. RES: 12:55 - 1:25 p.m.</p> <p><b>Location</b> Zoom</p> <p><input type="checkbox"/> Service Completed</p>	<ul style="list-style-type: none"> <li>• <b>Mini-lesson (10 minutes):</b> How to write effective language objectives with examples.</li> <li>• <b>Guided practice (10 minutes):</b> Teachers draft a language objective for an upcoming lesson in pairs or small groups.</li> <li>• <b>Sharing and feedback (10 minutes):</b> Share objectives with the group, receive feedback, and refine them.</li> </ul> <p><b>Notes:</b></p>
<p><b>Session 3: Elementary Teachers</b></p> <p><b>Session Objective (goal):</b> Teachers will apply a scaffolding strategy to support English Learners in developing oral and written academic language during content instruction.</p> <p><b>Success Criteria (action):</b> Teachers will plan to use the scaffolding strategy in an upcoming lesson.</p>	
<p><b>Date</b> March 26, 2025</p>	<ul style="list-style-type: none"> <li>• <b>Introduction &amp; Modeling (10 minutes):</b> Facilitator models the strategy using sample content.</li> <li>• <b>Application (10 minutes):</b> Teachers plan how to use this strategy in their</li> </ul>

<b>Time</b> Westpark: 12:20 - 12:50 p.m. RES: 12:55 - 1:25 p.m.	classroom. <ul style="list-style-type: none"> <li>• <b>Sharing &amp; Feedback (10 minutes):</b> Share plans with the group, receive feedback, and refine them.</li> </ul>
<input type="checkbox"/> Service Completed	<b>Notes:</b>
<b>Session 4: Elementary Teachers</b>	
<b>Session Objective (goal):</b> Teachers will learn to assess English Learners' language use during content lessons and adjust instruction to address identified needs. <b>Success Criteria (action):</b> Teachers analyze student work samples to evaluate progress in academic language development.	
<b>Date</b> May 14, 2025	<ul style="list-style-type: none"> <li>• <b>Introduction (5 minutes):</b> Overview of formative assessment strategies (e.g., quick checks, exit tickets).</li> <li>• <b>Practice (15 minutes):</b> Analyze a sample work product or interaction to identify evidence of language use.</li> <li>• <b>Application (5 minutes):</b> Plan how to use one assessment strategy in their own classroom.</li> <li>• <b>Closure (5 minutes):</b> Discuss how to use results to guide future instruction.</li> </ul>
<b>Time</b> Westpark: 12:20 - 12:50 p.m. RES: 12:55 - 1:25 p.m.	
<b>Location</b> Zoom	
<input type="checkbox"/> Service Completed	<b>Notes:</b>
<b>Total # of Days Planned = 4</b> <b>Total # of Days Completed =</b>	



<b>Contact Information:</b>  Noemy Herrera <a href="mailto:nherrera@skusd.k12.ca.us">nherrera@skusd.k12.ca.us</a>	<b>KCSOS Consultant(s):</b> Tara Clarke <a href="mailto:taclarke@kern.org">taclarke@kern.org</a>  Cecilia Ruiz <a href="mailto:ceruiz@kern.org">ceruiz@kern.org</a>	<b>Tropico Middle School:</b> Principal: VP:  <b>Abraham Lincoln:</b> Principal: VP:  <b>Rare Earth:</b> Principal: VP:  <b>Rosamond High School:</b> Principal: VP:
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<b>Goal:</b> Teachers will build their capacity to integrate language development strategies into content instruction, enabling English Learners (ELs) to develop academic language and actively engage with rigorous, subject-specific curriculum while meeting grade-level standards.	
Resource: <u>EL Toolkit of Strategies</u>	
Date/ Times	Focus / Notes
<b>Session 1: Secondary Teachers</b>	
<b>Session Objective (goal):</b> Teachers will explore the purpose of integrated ELD and how it supports English Learners (ELs) in accessing grade-level content and developing academic language.	
<b>Success Criteria (action):</b> Teachers articulate the purpose of integrated ELD in their content area and its impact on EL learning.	
<b>Date</b> January 29, 2025  <b>Time</b> RHS: 1:30 - 2:00 p.m. TMS: 2:00 - 2:30 p.m.	<ul style="list-style-type: none"> <li>• <b>Introduction (5 minutes):</b> Define integrated ELD and its importance in content learning.</li> <li>• <b>Scenario or Example (10 minutes):</b> Analyze a real-life example of integrated ELD in a specific content area.</li> <li>• <b>Reflection (10 minutes):</b> Teachers identify one specific challenge ELs face in their class and how integrated ELD could help.</li> <li>• <b>Q&amp;A (5 minutes)</b></li> </ul>

<b>Date</b> February 26, 2025, OR March 12, 2025  <b>Time</b> Rare Earth: 12:45 - 1:15 p.m. A. Lincoln: 1:30 - 2:00 p.m.  <b>Location</b> Zoom	<input type="checkbox"/> Service Completed	<b>Notes:</b>
<b>Session 2: Secondary Teachers</b>		
<b>Session Objective (goal):</b> Teachers will learn to write effective language objectives that align with their content standards and instructional goals. <b>Success Criteria (action):</b> Teachers write at least one clear and measurable language objective tied to a specific content standard.		
<b>Date</b> February 12, 2025  <b>Time</b> Rare Earth: 12:45 - 1:15 p.m. RHS & A. Lincoln: 1:30 - 2:00 p.m. TMS: 2:00 - 2:30 p.m.  <b>Location</b> Zoom	<input type="checkbox"/> Service Completed	<ul style="list-style-type: none"> <li>• <b>Mini-lesson (5 minutes):</b> Key components of a strong language objective, with a sample aligned to a content standard.</li> <li>• <b>Guided Practice (15 minutes):</b> Teachers draft one language objective for an upcoming lesson with facilitator support.</li> <li>• <b>Peer Review (5 minutes):</b> Quick feedback in pairs or small groups.</li> <li>• <b>Closing Reflection (5 minutes):</b> Share one takeaway or question.</li> </ul>
<b>Session 3: Secondary Teachers</b>		
<b>Session Objective (goal):</b> Teachers will practice using scaffolding strategies to support ELs in comprehending and producing academic language in their content area. <b>Success Criteria (action):</b> Teachers develop a brief plan for integrating the chosen scaffolding strategy into an upcoming lesson.		
<b>Date</b> March 26, 2025	<input type="checkbox"/> Service Completed	<ul style="list-style-type: none"> <li>• <b>Demonstration (5 minutes):</b> Show how a scaffolding strategy (e.g., sentence starters or graphic organizers) supports ELs in a specific subject.</li> </ul>



<p><b>Time</b></p> <p>Rare Earth: 12:45 - 1:15 p.m. RHS &amp; A. Lincoln: 1:30 - 2:00 p.m. TMS: 2:00 - 2:30 p.m.</p> <p><b>Location</b></p> <p>Zoom</p> <p><input type="checkbox"/> Service Completed</p>	<ul style="list-style-type: none"> <li>• <b>Discussion (10 minutes):</b> Brainstorm subject-specific examples of how the strategy could be applied.</li> <li>• <b>Application (10 minutes):</b> Teachers plan to use the strategy in their next lesson, with a brief check-in to clarify doubts.</li> <li>• <b>Wrap-up (5 minutes):</b> Share ideas and next steps.</li> </ul> <p><b>Notes:</b></p>
<p><b>Session 4: Secondary Teachers</b></p> <p><b>Session Objective (goal):</b> Teachers will learn to monitor ELs' academic language use during lessons and adjust instruction to address language development needs.</p> <p><b>Success Criteria (action):</b> Teachers identify evidence of academic language use (oral or written) during a content-based activity.</p>	
<p><b>Date</b></p> <p>May 14, 2025</p> <p><b>Time</b></p> <p>Rare Earth: 12:45 - 1:15 p.m. RHS &amp; A. Lincoln: 1:30 - 2:00 p.m. TMS: 2:00 - 2:30 p.m.</p> <p><b>Location</b></p> <p>Zoom</p> <p><input type="checkbox"/> Service Completed</p>	<ul style="list-style-type: none"> <li>• <b>Introduction (5 minutes):</b> Explain a simple formative assessment tool (e.g., exit tickets, rubrics, or checklists).</li> <li>• <b>Practice (15 minutes):</b> Review and evaluate a sample student response or scenario to identify evidence of academic language use.</li> <li>• <b>Planning (5 minutes):</b> Teachers select or adapt the tool for their classroom.</li> <li>• <b>Closing (5 minutes):</b> Share one way they'll use the assessment and adjust instruction based on results.</li> </ul> <p><b>Notes:</b></p>
<p><b>Total # of Days Planned = 4</b></p> <p><b>Total # of Days Completed =</b></p>	





## Southern Kern Unified School District

2601 Rosamond Blvd.

Rosamond, CA 93560

### Agreement/Contract Coversheet

Vendor/Contractor Name	Date Contract Received	Board Date
Class Leasing	12/9/2024	12/18/2024

Contract Title/Name	Contract Effective Dates	Final Contract to Superintendent's Secretary By:
Lease No: 1112 / Proj No: CL2922	From 12/20/2024 Until 12/20/2026	12/11/2024

Description of Agreement
This Lease Renewal is for two (2) 24'x40' Relocatable Classrooms, Serial No.: 56116/17, 27040/41 located at the District Office (formerly Ascend Academy).

Renewal Clause	Automatic Renewal
Payment Terms: Net 30	No Budgeted Item Yes
Termination Clause N/A	

Fixed/Startup Costs	N/A	Total Cost (NTE) Per Year	\$32,800.00
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Budget String/Comments
Business Services

#### ☒ Overview

- ☒ Agreement is for more than one School Fiscal Year
- ☒ Clearly States Fees and Hourly Rates
- ☐ Allows Early Termination
- ☐ Mutual Indemnity Clause
- ☒ Governed in Accordance with Laws of California and Department of Education
- ☐ Arbitration Clause
- ☐ Two copies already signed by vendor

<input checked="" type="checkbox"/> Initial Review Complete	Signature Robert Irving	Date 12/11/2024
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<input type="checkbox"/> Purchase Order Prepared	Signature	Date
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<input checked="" type="checkbox"/> Ready for Board Agenda	Signature Camie Davies	Date 12/11/2024
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1651 S. Juanita St.

San Jacinto, CA 92583

Page 1 of 4

LEASE NUMBER: 1112  
PROJECT NUMBER: CL2922  
RENEWAL

THE RIGHTS AND INTERESTS OF LESSOR AND LESSEE UNDER THIS LEASE AND ALL SCHEDULES, SUPPLEMENTS, AMENDMENTS AND RIDERS HERETO, HAVE BEEN COLLATERALLY ASSIGNED TO BMO HARRIS BANK N.A. (THE "AGENT") FOR THE BENEFIT OF CERTAIN SECURED PARTIES, AND THIS LEASE IS SUBJECT TO A FIRST PRIORITY PERFECTED SECURITY INTEREST IN FAVOR OF THE AGENT FOR THE BENEFIT OF SUCH SECURED PARTIES. NO SECURITY INTEREST IN THIS LEASE MAY BE CREATED OR PERFECTED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART HERETO OTHER THAN THE COUNTERPART EXECUTED BY THE AGENT

### **LEASE AGREEMENT RENEWAL**

REFERENCE is hereby made to that certain Lease Agreement executed by the Parties having as an identifier the Lease Number referenced in the above header (the "Lease"). This Lease Agreement Renewal ("Renewal") shall serve as an amendment to the Lease only to the extent that it modifies the Lease. All other terms shall remain unchanged. This Renewal is made and entered into as of this **30th of November, 2024** by and between Class Leasing, LLC organized and existing under the laws of the state of California, hereinafter designated as "Lessor" and:

**Southern Kern Unified School District  
PO Box CC  
Rosamond, CA 93560**

a public entity formed and existing under and by virtue of the laws in the state of California hereinafter designated as "Lessee". Lessor and Lessee referred collectively herein as "Parties" or individually as a "Party."

In consideration of the mutual covenants and agreements herein contained, the Lessor does hereby agree to lease unto Lessee, and Lessee does hereby agree to lease from Lessor the following personal property ("Equipment"):

**Two (2) 24'x40 Relocatable Classrooms  
Serial Numbers: 56116/17, 27040/41**

The Equipment was installed by the Lessor on the premises and as directed by the Lease at **Ascend Academy-DO, 2601 Rosamond Blvd, Rosamond, CA 93560** for the use of Lessee upon the terms and conditions of the Lease and this Renewal:

- 1. LEASE.** This Lease is a true lease. Lessee shall not acquire ownership interest in any of the leased Equipment and Equipment shall retain its character of personal property of Lessor even though the Equipment may become affixed to, embedded in, or resting upon real property.
- 2. TERM AND RENT.** The fixed term of the Renewal Term is for a period of **two (2) year(s)** commencing on **December 20, 2024**, the "Effective Date" and ending on **December 20, 2026**. The **Total Lease Sum** for all lease payments during the Renewal Term is **\$32,800.00\***. This amount is divided into **two (2)** equal annual installments of **\$16,400.00**, with the first installment being due and payable on or before the Effective Date, and each subsequent installment due annually on the anniversary of the Effective Date thereafter. If the last installment of the lease payments is for a portion less than a year, then the payment shall be an amount prorated for the number of months in that period based on the annual rate. In the event any installment is not paid within thirty (30) days of the due date, an additional charge of ten percent (10%) (or the maximum allowable interest permitted by law) of the payment due on such installment will be assessed against Lessee as additional rent. Lessee must provide written notice to Lessor within sixty (60) days, but not less than thirty (30) days, of the end of the Renewal Term whether Lessee intends to renew the Term or return the leased Equipment to Lessor. Parties understand that arrangements for the return of the Equipment must be scheduled thirty (30) days in advance of anticipated removal. In the event Lessee does not provide effective notice for removal, and if expedited return can be affected by Lessor, then Lessee shall be liable for any additional costs and expenses associated with the expedited dismantle and removal of the Equipment. At the conclusion of the Term or upon surrender of the Equipment if the Term is renewed or extended, Lessee shall, at its sole cost and expense, disconnect all utilities, remove all of Lessee's personal property, and vacate the Equipment. Lessee hereby consents to entry by Lessor or its agents upon the Site where the Equipment may be located for the purpose of dismantle and removal of the Equipment. At such time, Lessee shall provide unobstructed truck access to the Equipment. Lessor shall not be responsible additional costs or expenses for non-standard removal of the Equipment or for site restoration. Lessee shall remove any personal property left in or on the Equipment; any such property which Lessee does not claim or take possession of within ten (10) days after Lessor retakes the Equipment, will be deemed abandoned by Lessee. Any fixtures, accessories, and additions to the returned Equipment shall be deemed the property of Lessor. Lessee shall reimburse Lessor for reasonable costs incurred related repair or otherwise restoring the Equipment to its condition when delivered, ordinary wear and tear excepted.
- 3. ADDITIONAL CHARGES.** Dismantle Fees of **\$5,107.50\*** per unit and Return Fees of **\$4994.00\*** per unit to be due and payable at the end of the Term or upon termination of lease. These fees exclude pilot cars, shuttling, rolling, side loading or special loading of building if required, due to poor or restricted access.
- 4. SITE SUITABILITY.** Lessee shall ensure that a level compact, truck accessible site is available for placement and removal of the Equipment and warrants that the Site will have safe access, free from obstacles, obstructions, and encumbrances, a level pad with no more than 3 inches of variance in 30 feet, and adequate soil bearing pressure of not less than 2,500 psf. Lessee is responsible for securing all necessary Site related permits, utility hookups, and all other Site preparation (unless otherwise expressly stated in Lessor's Proposal). Lessee shall have express legal authorization to locate the Equipment upon the site. If Lessee fails to provide such a Site, then Lessee shall pay for any resulting

Lessor \_\_\_\_\_ Lessee \_\_\_\_\_





\*Includes any applicable taxes

additional delivery, installation, and knockdown and return charges, Lessee shall not alter the manner of installation or location of the Equipment without written consent of Lessor. Lessee shall not use, release, store, dispose of, or otherwise have present any Hazardous Materials in, on, under or near the Equipment, unless Lessor shall have first consented in writing to such use or presence of Hazardous Materials, and only to the extent such Hazardous Materials are used, stored, manufactured, disposed of or otherwise present in accordance with all applicable laws. "Hazardous Materials" shall mean any explosives, flammable substances, radioactive materials, asbestos, paints containing lead, materials containing urea, formaldehyde, polychlorinated biphenyls, oil, petroleum byproducts, or any other hazardous, toxic, dangerous or otherwise regulated substances, wastes, pollutants, contaminants, or biological substances (including fungi, bacteria, mold and microbial matter of any kind) whether having such characteristics in fact or defined as such under federal, state or local laws and regulations. Lessor is not liable or responsible for any Hazardous Material removal or remediation whatsoever.

**5. MAINTENANCE.** Lessee will furnish light, heat, custodial, and maintenance service to the unit(s) during the Term. For as long as Lessee timely makes all payments due hereunder, Lessor warrants throughout the Term that it will repair structural or mechanical defects in the Equipment (excluding HVAC filter, fire extinguishers, fuses/breakers, light bulbs, or other ordinary course repairs or maintenance) provided that Lessee notifies Lessor in writing of any defects, malfunctions, or leaks within two (2) business days of the occurrence thereof. In any event, the liability of Lessor shall be limited solely to the repairing of defects in the Equipment. Lessor shall have no liability for the repair of any condition resulting from Lessee's relocation of the Equipment, utility connections, alternation of the equipment, use of the Equipment for a purpose for which manufacturer did not intend, vandalism, misuse of Equipment, excessive wear and tear, or a condition of which timely notice is not provided to Lessor. The repair of the Equipment by Lessor, due to a condition resulting from any of the preceding causes shall result in additional charges to the Lessee. Lessor shall have no liability whatsoever for any consequential, incidental, or punitive damages, costs, or expenses. **Except as specifically stated herein, Lessor disclaims any and all warranties, express or implied, related to the Equipment and any maintenance or repair work performed by Lessor.** Lessee may install school furniture and equipment as may be required for school purposes. All such furniture and fixtures placed or installed in Equipment by the Lessee shall remain the property of the Lessee and upon termination of the Lease for any cause, shall be removed by Lessee. Lessee shall be responsible for and shall pay all charges for upkeep and/or storage of Equipment and shall make all necessary repairs and supply all parts and accessories needed to maintain and operate Equipment in proper condition and in good running order, subject to Lessor's obligations hereunder. At the end of the Term, or upon termination, Lessee shall surrender Equipment to Lessor in like condition as when delivered to Lessee, normal wear and tear excepted.

**6. INDEMNITY.** Except for claims and losses arising from the negligence of Lessor, Lessee agrees to indemnify, defend, and hold harmless Lessor for any and all claims, damages, losses, and liability arising out of the use and possession of the Equipment, during the Term and any renewal thereof. Lessee assumes responsibility for all assessments, sales, use, property, or other taxes and charges imposed whether the same be assessed against the Lessor or Lessee by any Federal, State, or Local Government in which such property is, or may be operated, during the Term and renewal thereof.

**7. INSURANCE.** Lessee maintains risk of loss from Substantial Completion of installation through surrender of the Equipment at the end of the Term or upon termination. Lessee will cause its own all risk insurance property policies to be extended to cover the Equipment for its full replacement cost (new for old without depreciation) and contents with endorsements in the name of the Lessor as his interest may appear, Lessee will also cause Lessor to be named as additional insured in its liability policy during the Term of the Lease and any renewal thereof.

**8. RELOCATION.** The Equipment shall not be removed from or relocated on the Site without prior written approval of Lessor. Lessee may elect to have the classroom(s) relocated by CLASS LEASING, LLC by calling (951) 943-1908 and making necessary arrangements. If an independent contractor is used, the Lessee shall obtain prior written approval from the Lessor stating the contractors name and address, the date of the relocation, and the premises to where the Equipment is to be moved. Lessee hereby covenants and agrees to indemnify and hold Lessor harmless and defend against any and all liability for injury or damage to person or property including the Equipment removed or relocated by an independent contractor.

**9. DEFAULT.** In the event Lessee does not make payments required hereunder or otherwise breaches a material term hereof, in Lessor's reasonable discretion, this shall be considered an "Event of Default." Any uncured Event of Default after notice and reasonable opportunity to cure shall be cause for termination by Lessor, and Lessor shall be entitled to immediate access and possession of the Equipment, to retain all payments previously made, and to demand from the Lessee all sums due and owing plus interest in accordance with California law.

**10. ASSIGNMENT.** Lessee may not assign this Lease or sublet the Equipment without the express written consent of Lessor. This agreement is in every respect binding on all successors and assigns. Such assignment shall not relieve Lessee of any of the obligations hereunder unless expressly released in writing by Lessor.

**11. PUBLIC WORKS ONLY.** The following provisions apply only to Public Works projects: **(a) Payment Bond and Performance Bond:** when such bonds are required by the Contract Documents, Bonds will be obtained for the portion of the Work performed onsite prior to acceptance of

Lessor \_\_\_\_\_ Lessee \_\_\_\_\_



Equipment, and for the portion of Work involving the dismantle and removal of leased Equipment, when required. Lessor will not maintain bonds for the duration of the Term, and the bond amount calculation shall exclude the calculation of rental fees to be paid during the lease Term; (b) Prevailing Wages: The Lessor and all lower tiered subcontractors shall: (i) pay their respective employees' wage rates not less than the prevailing wage rate established for the classification, trade or work performed by each worker at the project Site(s) according to agreed applicable MOU(s), and (ii) maintain complete and accurate payroll records for workers engaged in the Work at the project Site(s), (iii) for the portion of the Work performed at the project Site prior to acceptance of Equipment, and for the portion of Work involving the dismantle

and return of leased Equipment. (c) Certified Payroll: (i) Pursuant to California Labor Code §1776, the Lessor and each of its subcontractors shall maintain Certified Payroll Records for workers employed by them, engaged in the installation and removal of Equipment onsite as required by law. When required by the Contract Documents, the Lessor and all its subcontractors shall furnish copies of Certified Payroll Records to the Lessee and/or Labor Commissioner as directed in the Contract Documents and any others named in the Contract Documents or as required by law. (d) Payment Applications and Conditional Waivers and Releases: when required by the Contract Documents, the Lessor shall submit in lieu of, or in addition to, its standard invoice, (i) the Lessor's preparation of a Schedule of Values; (ii) the submittal of executed Waivers and Releases (on Progress Payment or Final Payment, conditional and unconditional as appropriate), which encompasses its lower tiered subcontractors receiving any portion of the Contract Price.

**12. NOTICE.** All Notices required hereunder must be mailed U.S. First-Class, pre-paid, Certified Mail to the other Party at the address listed for each Party herein. Any other form of notice shall be a courtesy. Either Party may update their address by sending proper Notice of the change to the other Party.

**13. ENTIRE AGREEMENT.** The Lease (and all renewals thereof), together with the Class Leasing Proposal, Class Leasing's bid response, and Request for Bids (strictly limited that portion of work which was proposed by Lessor and subject to any bid response clarification, exclusion, and/or addenda) ("Contract Documents"), given the order of precedence as listed, constitutes the entire agreement between the Parties. This lease shall be deemed incorporated into any other agreement, work order, purchase order, or subcontract between the Parties relating to the Equipment subject to this Lease Agreement or the work and services provided by Lessor.

**14. SEVERABILITY.** If any part of this Lease is found to be illegal or unenforceable, that part shall be severed from the contract and the rest of the agreement shall be enforceable as written.

**15. LAW AND VENUE.** This Lease, and the interpretation thereof, shall be governed by the laws of the state of California and venue shall be proper in Riverside California. In the event any legal action is commenced to enforce or interpret the terms or conditions of this Agreement, the prevailing party shall, in addition to any costs or other relief, be entitled to its reasonable attorney fees. Prevailing Party can be defined to mean the party who prevailed in its position whether as plaintiff or defendant, and regardless of whether the relief is monetary or equitable.

**16. WAIVER.** Failure by either Party to insist on performance hereunder, exercise any right or privilege, enforce provisions, or pursue remedies for any breach hereunder, shall not constitute a waiver of terms, conditions, rights, or privileges. Waivers may only be effective in writing and signed by the waiving Party and shall be limited to those rights or privileges specifically waived. Each Party hereby expressly waives all consequential, liquidated, incidental, special, and punitive damages which may arise or be occasioned by breach or default of the other Party. Under no circumstances shall Lessor be responsible for damages arising from loss of use of Equipment, unless explicitly stated herein.

**IN WITNESS WHEREOF ON THE DATE AND YEAR FIRST ABOVE WRITTEN, THE LESSOR HAS CAUSED THIS LEASE TO BE EXECUTED BY HAVING ITS NAME AFFIXED BY ITS DULY AUTHORIZED OFFICER AND THE LESSEE HAS CAUSED THIS LEASE TO BE EXECUTED BY HAVING ITS NAME AFFIXED BY ITS DULY AUTHORIZED OFFICER.**

Seller: Class Leasing LLC,

Buyer: Southern Kern Unified School District

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Lessor \_\_\_\_\_ Lessee \_\_\_\_\_





1651 S. Juanita St.

San Jacinto, CA 92583

Page 4 of 4

**LEASE NUMBER: 1112**

**PROJECT NUMBER: CL2922**

**RENEWAL**

Lessor\_\_\_\_\_ Lessee\_\_\_\_\_



## Southern Kern Unified School District

2601 Rosamond Blvd.  
Rosamond, CA 93560

### Agreement/Contract Coversheet

Vendor/Contractor Name	Date Contract Received	Board Date
Theatre DNA	12/9/2024	12/18/2024

Contract Title/Name	Contract Effective Dates	Final Contract to Superintendent's Secretary By:
Proposal for Theatre Consulting Services for the Rosamond High School Black Box Theatre Study	From 12/19/2024 Until 6/30/2025	12/11/2024

Description of Agreement
This Proposal allows for TheatreDNA to provide consulting services for a facility needs assessment of the Rosamond High School Black Box Theatre.

Renewal Clause	Automatic Renewal
Payment Terms: Net 30	No Budgeted Item Yes
Termination Clause N/A	

Fixed/Startup Costs	N/A	Total Cost (NTE) Per Year	\$6,200.00
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Budget String/Comments
Business Services

#### Overview

- ☐ Agreement is for more than one School Fiscal Year
- ☒ Clearly States Fees and Hourly Rates
- ☐ Allows Early Termination
- ☐ Mutual Indemnity Clause
- ☒ Governed in Accordance with Laws of California and Department of Education
- ☐ Arbitration Clause
- ☐ Two copies already signed by vendor

<input checked="" type="checkbox"/> Initial Review Complete	Signature Robert Irving	Date 12/11/2024
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<input type="checkbox"/> Purchase Order Prepared	Signature	Date
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<input checked="" type="checkbox"/> Ready for Board Agenda	Signature Camie Davies	Date 12/11/2024
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December 5, 2024

Heather Burgess  
Southern Kern Unified School District  
2925 Rosamond Blvd.  
Rosamond, CA 9356

Sent Via Email: hburgess@skusd.k12.ca.us

Re: Proposal for Theatre Consulting Services for the Rosamond High School Black Box Theatre Study.

Dear Heather,

TheatreDNA® LLC is pleased to offer Southern Kern Unified School District theatre consulting services for a facility needs assessment of the Rosamond High School Black Box Theatre.

As you well know, facilities constructed for performing arts are among the most complex building types. There is no detail too small and no decision that doesn't potentially affect function. This is especially true for creative spaces for community and educational institutions which must not only be effective teaching spaces, but also be highly functional, safe, and supportive performance spaces where students or the community can explore and create. And, as it must function artistically, it must also be cost effective to own and operate. We know how to assist you in managing this delicate balance, having achieved it many times over the last few decades.

Our relevant recent performance system renovation assessment experience includes the historic Teatro Colsubsidio Roberto Árias Pérez in Bogota, Colombia; renovated/new music rehearsal and performance spaces for the Los Angeles Philharmonic's Youth Orchestra Los Angeles; renovation of the theatre at California State University at Dominguez Hills; renovation of the lighting systems of the Tucson Convention Center Music Hall; and last, but not least, renovation of a historic vaudeville theatre and cinema into the new home for the Bob Baker Marionette Theatre, a half-century old Los Angeles institution.

Put simply, we know how to make older spaces work again, and we'd love to help you do just that for the Rosamond High School Black Box Theatre

After you've had a chance to review the proposal, please let us know when you're ready to start!

Theatrically yours,

A handwritten signature in black ink, appearing to read "Michael Ferguson", with a long, sweeping horizontal line extending to the right.

Michael Ferguson  
Founding Principal

## UNDERSTANDING OF THE PROJECT

We understand this project involves an evaluation of your current facility, a small to mid-sized black box theatre used for performing arts education and events at Rosamond High. The current performance lighting system is a 30-year-old incandescent model with twenty-five dimmers. This system is starting to fail and replacement parts and bulbs for the incandescent lighting fixtures are difficult to source. In addition to the theatrical lighting, other systems or elements to inspect include the A/V system and audience seating.

Our understanding of this project is based on our conversations with you and the photos you sent us.

Please Note: Any and all fees incurred during this initial study phase of the project will be credited during any design phases in the future.

## SCOPE OF SERVICES

### 1. Information Gathering and Analysis

---

- 1.1. During an initial phone conversation, meet with you to establish the project parameters, and to get clear direction and goals for the project.
  - 1.1.1. Make sure we know exactly what you hope for when this renovation phase is completed.
- 1.2. Gather and review any additional background information that might give us insight into the site or the goals of the project.
- 1.3. Discuss any relevant existing facilities that are comparable to what you would like.
- 1.4. Either during our kick-off call, or during our tour, lead discussions with you to make sure we understand the current practices that you want to continue with, perceived deficiencies in the theater, and all that we must improve.
- 1.5. Understand desires for future performance functionality, and goals for the space in general.
- 1.6. Understand desired levels of sophistication and technology quality for the desired performance equipment elements.
- 1.7. To aid in understanding potential costs, discuss desired levels of finishes, and expectations for quality
- 1.8. During our single visit, thoroughly tour the space to make sure we understand any opportunities or challenges that the existing conditions present. The items that we're most interested in, and will investigate will include but not be limited to:
  - 1.8.1. Stage lighting fixtures.
  - 1.8.2. Dimming, switching, and data/network control systems.
  - 1.8.3. Power and data distribution systems.
  - 1.8.4. Theatrical use power and power accessories.
  - 1.8.5. Theatrical lighting consoles and architectural controls
  - 1.8.6. Overhead pipes and rigging
  - 1.8.7. Audio/Video systems
  - 1.8.8. Other performance equipment

- 1.8.9. Acoustic properties (even though we aren't an acoustician, it can help guide our basic planning, as we are very familiar with what is typically required.)
- 1.9. We'll also review any existing theatrical equipment, so you have an idea of the condition of each, and how much the equipment might cost if it needs to be replaced, if it can be reused.
- 1.10. After confirming what we heard and learned, develop a brief memo and simple diagrams if required to demonstrate the strategy for any theatre equipment renovations or changes to the facility.
- 1.11. Develop conceptual performance equipment list and rough-order-of-magnitude pricing detailing potential performance equipment needs. This is the specialty equipment you'd need to support any performances.
- 1.12. Package a draft Venue and Performance Equipment Assessment memo, and present it to you, and discuss it to make sure it's all understood, and achieves your goals for the study.
- 1.13. Amend or edit the information, for a final package, for your use in future considerations.
- 1.14. Be available as you navigate your next steps, assisting with recommendations.

#### **Deliverables**

- Performance system observations and performance equipment review memo.
- Performance equipment probable cost estimate and narrative (draft and final)
  - Includes example types, quantities, and costs, and a plain-language narrative to describe each item, and accommodations required.
- Draft and final Venue and Performance Equipment Assessment

## **OUR TEAM**

Our team below will be assisted by other staff as required.

Name	Title	Responsibilities
Michael Ferguson	Founding Principal	Project director/manager

We have included TheatreDNA team biographies at the end of this document.

## **FEES AND EXPENSES**

TheatreDNA offers these services for a lump sum total of \$6,200 including all expenses.

## **TERMS OF PAYMENT**

TheatreDNA will bill 50% after our visit, 35% after our draft report has been issued, and 15% after you have accepted and approved our final deliverable.

No retainer or down payments are needed.

## **PERIOD OF VALIDITY**

This fee proposal is valid for 60 days.

December 5, 2024

Proposal for Theatrical Consulting Services  
Rosamond High School Black Box Theatre  
Southern Kern Unified School District

## ACCEPTANCE AND AGREEMENT

After you sign and date the proposal below, send it back to us, and we'll get to work immediately. Send your proposal to Jennifer Heard at [jheard@mytheatredna.com](mailto:jheard@mytheatredna.com).

In the event a signed copy of this proposal is NOT received, any payment made towards this project and the services described in this agreement shall constitute full acceptance of the scope of services, terms, and conditions of this agreement and will constitute a contract.

*The signature below authorizes TheatreDNA to undertake the Scope of Services outlined in this agreement and with the fees and terms stated in this document.*

### PREPARED AND OFFERED BY:

TheatreDNA LLC



Michael Ferguson ASTC, CDT

Signature

Founding Principal

Title

December 5, 2024

Date

### AGREED AND ACCEPTED BY:

Southern Kern Unified School District



Signature

Chief Business Officer

Title

12-7-24

Date

2024-12-05-TheatreDNA Study Proposal-Rosemond CA HS Black Box-v2



## APPENDIX A: STANDARD TERMS AND CONDITIONS

### DEFINITIONS

The following definitions shall apply:

#### "Agreement"

The term "Agreement" shall refer to the Proposal submitted to the Client by TheatreDNA LLC (TheatreDNA) together with these Standard Terms and Conditions

#### "Client"

The term "Client" refers to the firm, organization, or individual(s) to which TheatreDNA submits this Agreement.

#### "Services"

The term "Services" shall mean the scope of work to be performed by TheatreDNA for the Client.

#### "Project"

The term "Project" shall refer to the Client's overall construction venture for which TheatreDNA is performing Services.

### NOTICE TO PROCEED

TheatreDNA shall not perform services for the client under this agreement until it receives a written notice to proceed and any delays caused by the client's failure to provide such notice to proceed in a timely manner shall be the sole responsibility of the client.

### NATURE OF THEATRE DESIGN CONSULTING SERVICES

The Client acknowledges that theatre design consulting is a service without licensing or registration requirements. The Client further acknowledges that TheatreDNA neither provides architectural, engineering, or construction services nor provides an architect's or engineer's seal on contract documents. The Client is responsible for securing appropriate architectural, engineering, and construction services. The Client waives any and all right to commence professional

liability claims against any of TheatreDNA's employees who may, in fact, be licensed professionals.

### BILLING AND PAYMENT

TheatreDNA will issue monthly invoices in accordance with the agreed pricing for its Services at the end of each month, with amounts based on the percentage completed and, if applicable, the number of hours of TheatreDNA's work for additional Services. The Client is deemed to approve these invoices unless it advises TheatreDNA in writing within fifteen days of receipt of invoice as to reason for non-approval. The Client shall pay the invoices in full within a period of thirty days.

All payments originating inside the United States may be made by check or electronic funds transfer.

All payments originating outside the United States shall be made by electronic funds transfer to US dollars.

For checks sent by mail:

TheatreDNA LLC  
Attention: Accounting Department  
453 S. Spring Street, #1230  
Los Angeles, CA 90013

Invoices are due in full and payable when received. Interest shall be charged at a rate of 1 ½% per month on amounts outstanding for more than 30 days. In the event that full payment of invoices is not received within 60 days, TheatreDNA reserves the right to cease providing Services. TheatreDNA shall be entitled to receive reasonable attorney fees in connection with the collection of any overdue invoice. Any disputes shall be resolved in accordance with the terms of this Agreement.

### FEES FOR ADDITIONAL SERVICES

Charges for additional Services (Services beyond the scope of Services in the Proposal) shall be based on prevailing hourly rates. Rates shall be increased by 3% per annum throughout the period of Services. 2024 rates are as follows:

POSITION	HOURLY	TRAVEL
Founding Principal	\$291	\$145
Principal	\$200	\$100
Senior Consultant	\$168	\$84

Consultant	\$137	\$68
Support Staff	\$78	\$39

TheatreDNA will also invoice for expenses incurred in the delivery of additional Services. These expenses will include, but are not limited to: air and ground transportation; meal and accommodation; communications between TheatreDNA, the Client, and team members; all reports and drawings supplied to the Client and design team. These reimbursable expenses will be charged at cost.

#### INSTRUMENTS OF SERVICE

TheatreDNA shall retain copyright on all original work, drawings, and other documents prepared for this Project and confer to the Client a license to use these instruments of service for this Project only. The Client shall not use these instruments for any other project or purpose, nor may the Client make changes to these instruments without TheatreDNA's prior written authorization. The provisions of this paragraph shall survive the expiration or early termination of this Agreement.

#### PROMOTION

TheatreDNA shall have the right to use, and may possibly use, the name of the Client, owner and the name of the Project for any advertising, publicity, promotion, or in any other manner for the purpose of promotion of TheatreDNA. The provisions of this paragraph shall survive the expiration or early termination of this Agreement.

#### INSURANCE

TheatreDNA shall, at its sole cost and expense, throughout the performance of its Services pursuant to this Agreement, maintain the following insurance coverage:

- Commercial General Liability Insurance: One million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate.
- Commercial Automobile Liability Insurance: One million dollars (\$1,000,000) per occurrence.
- Worker's Compensation Insurance: As required by applicable California state law.

- Employer's Liability Insurance: One million dollars (\$1,000,000) per occurrence.
- Professional Liability Insurance: Two million dollars (\$2,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate, for a period of at least three (3) years after the completion.
- Valuable Papers Insurance: Twenty-five thousand dollars (\$25,000) per occurrence.

#### NON-INDEMNIFICATION

TheatreDNA shall not be responsible for the acts or omissions of the architect, architect's consultants, contractor, subcontractors, their agents or employees, or other persons performing any work on the Project.

#### TERMINATION

TheatreDNA may cancel this Agreement upon an occurrence of any event of default by the Client, such cancellation to be effective upon the issuance of a written notice of cancellation for default. An event of default shall include (a) fraud or any fraudulent practice with respect to this Agreement, (b) any material breach of this Agreement, provided that notice of such breach is given to the Client and the Client has failed to cure such breach within 30 days, (c) if the Client becomes insolvent, voluntarily files a petition for relief under bankruptcy or any similar or other insolvency laws (or has a petition filed against it and the same is not discharged or stayed within 60 days) or voluntarily or involuntarily enters receivership or any similar or other insolvency proceeding. Upon the occurrence of an event of default, TheatreDNA shall be entitled to pursue the remedies set forth in Article 16 - Dispute Resolution.

#### DISPUTE RESOLUTION

In the event of any claim, dispute or other matter in question arising concerning the Project, TheatreDNA and the Client shall first make a good faith effort to mediate a resolution of the claim, dispute or other matter in question with the assistance of a qualified mediator to be chosen by agreement of the parties. In the event that the parties are unable to agree upon a qualified mediator, a mediator shall be designated by the Regional Office of the American Arbitration Association ("AAA") which covers California. Any such mediation shall be held in accordance with the Construction Industry Mediation



Rules of the AAA or by such other standards established by the mediator. Demand for mediation shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen, but in no event after the date when notification of legal or equitable proceedings based upon such claim, dispute, or other matter in question would be barred by the applicable statute of limitations or by the terms of this Agreement. In the event that the claim, dispute, or other matter in question is not resolved by mediation within sixty (60) days of demand for mediation, TheatreDNA and the Client agree that either may submit same to binding arbitration under the Construction Industry Arbitration rules of the American Arbitration Association. All mediation and/or arbitration proceedings shall be held in California unless otherwise agreed to by the Client and TheatreDNA. The decision of the arbitrator(s) shall be final and binding on TheatreDNA and the Client.

#### NON-DISCRIMINATION

TheatreDNA does not discriminate against any employee, applicant for employment, independent contractor, or any other person because of race, color, religious creed, ancestry, national origin, age, handicap, gender, sexual orientation, or affiliation. TheatreDNA makes good faith efforts to comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities.

#### CONFIDENTIALITY / NON-DISCLOSURE MANDATE

It is TheatreDNA's policy to keep the terms and conditions thereof and all information, know-how, and documents provided to or used by TheatreDNA confidential (the "Confidential Information") except (a) information and know-how that TheatreDNA has developed in the course of its business; (b) information that has been furnished to TheatreDNA lawfully by a third party as a matter of right; (c) any other information once it becomes part of the public domain by publication or otherwise through no act of TheatreDNA. It is understood that Confidential Information may be used by TheatreDNA and disclosed to its employees, agents, and subcontractors on a need-to-know basis in order to finish the Project. TheatreDNA agrees to refrain from disclosing Confidential Information, without prior written consent of the Client to any person or entity that is not affiliated with or acting on behalf of a party, except (i) as may be required by applicable law, the order of any court or

government agency, or a proper discovery request or (ii) as part of TheatreDNA's portfolio of its work to display to potential clients and for promotional purposes. If TheatreDNA is required to disclose Confidential Information due to condition (i) above, TheatreDNA shall (1) use its best efforts to make the disclosure on a confidential basis and (2), in the case of disclosure as a result of an order of any court or government agency or a proper discovery request, give the Client prompt notice thereof so that the Client may, if it so chooses, assert any rights it may have to maintain confidentiality or obtain relief from public disclosure.

#### COMPLIANCE WITH LAWS

TheatreDNA makes a good faith effort to comply with all foreign and United States (federal, state and local) laws, rules, regulations, and ordinances applicable to the performance of its obligations under this Agreement.

#### INDEPENDENT CONTRACTOR

TheatreDNA is an independent contractor for all purposes in connection with this Agreement. Nothing herein shall be deemed to constitute a partnership or joint venture between the Client and TheatreDNA.

#### GOVERNING LAW

This Agreement shall be governed by the laws of the State of California with regard to its conflicts of law's provisions.

#### ASSIGNMENT

This Agreement and each and every covenant, term, and condition hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns. Neither TheatreDNA nor the Client shall assign any of its rights or obligations under this Agreement without the prior written consent of the other, which consent may be withheld or conditioned in its absolute discretion. Any such assignment without consent shall be void.

**SEVERABILITY**

In the event that any provision of this Agreement is deemed as a matter of law to be unenforceable or null and void, such provision shall be deemed severable from this Agreement and the contract shall continue in full force and effect as if such provision were not contained herein.

**NON-WAIVER**

The failure of either party to require the performance by the other of any term, condition, or provision of this Agreement shall in no way affect its rights to require such performance at any time thereafter, nor shall the waiver of a breach by either party of any provision of this Agreement be deemed to be a waiver of any succeeding breach of such provision or a waiver of the provision itself or of any other provision of this Agreement.

**LIMITATION ON DAMAGES**

TheatreDNA shall in no event be liable for any consequential damages which may be alleged by the Client due to an alleged breach of contract by TheatreDNA and shall not be liable for any damages resulting from a delay in the delivery of Services due to circumstances beyond the control of TheatreDNA, including, but not limited to strikes, wars, or civil disturbances including acts of terrorism, non-availability of necessary materials or equipment, and acts of God.

**EXTENT OF AGREEMENT**

This Agreement represents the entire and integrated contract between TheatreDNA and the Client supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a writing signed by both TheatreDNA and the Client.

**BINDING EFFECT**

This Agreement shall be binding on the parties and their successors and/or assigns.

**CONFLICT**

If there is any conflict between these Standard Terms and Conditions and any portion of the Proposal, these Standard Terms and Conditions shall control.

**PREPARED AND OFFERED BY:**

THEATREDNA LLC



Michael Ferguson, ASTC, CDT

Signature

Principal

Title

December 5, 2024

Date

**AGREED AND ACCEPTED BY:**

Southern Kern Unified School District



Signature

Chief Business Officer

Title

12-7-24

Date



## Southern Kern Unified School District

2601 Rosamond Blvd.

Rosamond, CA 93560

### Agreement/Contract Coversheet

Vendor/Contractor Name	Date Contract Received	Board Date
The Foundation for CA Community Colleges/CA College Guidance Initiative	12/9/2024	12/18/2024

Contract Title/Name	Contract Effective Dates	Final Contract to Superintendent's Secretary By:
K-12 Data Sharing and Services Partnership Agreement	From 12/19/2024 Until Terminated	12/11/2024

Description of Agreement
This Agreement allows for data sharing between the two parties as outlined in the attached Agreement.

Renewal Clause	Automatic Renewal
	No
Payment Terms: Net 30	Budgeted Item
	Yes
Termination Clause	
N/A	

Fixed/Startup Costs	N/A	Total Cost (NTE) Per Year	N/A
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Budget String/Comments
Business Services

#### Overview

- ☐ Agreement is for more than one School Fiscal Year
- ☒ Clearly States Fees and Hourly Rates
- ☐ Allows Early Termination
- ☐ Mutual Indemnity Clause
- ☒ Governed in Accordance with Laws of California and Department of Education
- ☐ Arbitration Clause
- ☐ Two copies already signed by vendor

<input checked="" type="checkbox"/> Initial Review Complete	Signature Robert Irving	Date 12/11/2024
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<input type="checkbox"/> Purchase Order Prepared	Signature	Date
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<input checked="" type="checkbox"/> Ready for Board Agenda	Signature Camie Davies	Date 12/11/2024
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## **K-12 DATA SHARING AND SERVICES PARTNERSHIP AGREEMENT**

### **THE FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES**

*On behalf of:*

The California College Guidance Initiative

**And**

### **SOUTHERN KERN UNIFIED SCHOOL DISTRICT**

*Agreement No. 00010067*

This K-12 Data Sharing and Services Partnership Agreement ("Agreement") is entered into by and between the Foundation for California Community Colleges, a nonprofit 501(c)(3) organization ("Foundation"), on behalf of the California College Guidance Initiative ("CCGI"), and the **SOUTHERN KERN UNIFIED SCHOOL DISTRICT** ("Local Educational Agency" or "LEA"), collectively ("Parties") to set forth the roles and responsibilities of the Parties related to LEA's uploading of its students' Education Records to [www.CaliforniaColleges.edu](http://www.CaliforniaColleges.edu) ("CaliforniaColleges Website") and Foundation's provision of account support services on the CaliforniaColleges Website, the state of California's official college and career planning platform. The Parties understand and intend that CCGI be designated as an outsourced provider of institutional services and a "school official" with legitimate educational interests in such Educational Records as described in 34 C.F.R. 99.31(a).

#### **I. DEFINITIONS**

The following capitalized terms when used in this Agreement shall have the meanings ascribed to them respectively, in this Definitions section, unless such term is otherwise expressly defined in this Agreement.

"**Agreement**" shall have the meaning set forth in the preamble above and includes all linked addenda, schedules, and other attachments hereto (see below), as each may be amended from time to time to align CCGI's practices with California state policy, institutional policies of the public college systems in California and the California Student Aid Commission, and to update improvements in CCGI's security practices. Amendments to the addenda, schedules, and other attachments linked below will only take effect upon thirty (30) days' notice to LEA. Should there be any conflict between the terms of this K-12 Data Sharing and Services Partnership Agreement and any other terms linked below, this K-12 Data Sharing and Services Partnership Agreement shall take precedence, any other conflicts shall follow the following order of precedence: (1) Terms and Conditions of Partnership, (2) Data Privacy and Security Addendum, (3) Data File Specifications, available at <https://www.cacollegeguidance.org/tcp/>. The Data File Specifications provide instructions for uploading Student Data onto the California Colleges Website.

Terms and Conditions of Partnership

Data Privacy and Security Addendum

Data File Specifications

"**CaliforniaColleges Website**" shall mean the website located at [www.CaliforniaColleges.edu](http://www.CaliforniaColleges.edu). The Foundation is responsible for directly contracting and compensating a third-party technology vendor ("Vendor") for the continued operation and maintenance of [www.CaliforniaColleges.edu](http://www.CaliforniaColleges.edu) under a separate agreement. Information describing the current Vendor can be found in the **Data Privacy and Security Addendum**, which is incorporated by reference. This definition shall also include any successor website performing the same function as [www.CaliforniaColleges.edu](http://www.CaliforniaColleges.edu).

**“Education Record”** shall have the meaning as set forth in 34 CFR §99.3 or under applicable state law. Education Records are those records that directly relate to a student and are maintained by an education agency or institution or by a party acting for the agency or institution. The term Education Record shall not include records that are otherwise excluded under 34 CFR §99.3 or applicable state laws.

**“Student Data”** shall mean any information (a) contained in a student's Education Record maintained by or for the LEA and provided to the CaliforniaColleges Website by an employee or agent of the LEA; or (b) acquired directly from a student or parent/legal guardian of the student through the use of the CaliforniaColleges Website, as assigned to the student or parent/legal guardian by LEA. Student Data does not include information created by a student, including, but not limited to: college lists, career assessment results, portfolios, creative writing, photographs, and account information that enables ongoing ownership of that information which is governed by CaliforniaColleges Website privacy policy.

## **II. TERM AND TERMINATION**

**A. Term.** This Agreement will be deemed to be effective as of the date the Agreement is fully executed by all signatories to the Agreement and will continue until terminated by either Party. No fees will be assessed under this Agreement while CCGI continues to be the provider of operational tools for the State of California.

**B. Termination for Convenience.** The Parties shall have the right to terminate this Agreement for any reason or no reason, without penalty, at any time by providing the other with written notice of termination in accordance with Section V of this Agreement at least sixty (60) calendar days in advance of the Termination Date. However, it is mutually understood and agreed that if the Foundation does not receive sufficient funding from the State of California to provide the Services described in this Agreement, Foundation may without penalty, terminate this Agreement by providing LEA with written notice of termination in accordance with Section V of this Agreement at least forty-five (45) calendar days in advance of the Termination Date.

## **III. DISTRICT RESPONSIBILITIES**

### **A. Data Sharing**

1. LEA shall comply with all applicable federal and state laws regarding privacy and security of Education Records and Student Data, including but not limited to those identified and discussed in the **Data Privacy and Security Addendum** attached at <https://www.cacollegeguidance.org/tcp/> and hereby incorporated by reference.
2. LEA shall upload course catalog files at least once a year to enable the use of academic planning tools by a student planning coursework at a high school operated by LEA.
3. LEA agrees to verify accuracy of courses entered by LEA into the University of California (“UC”) Course Management Portal (“CMP”) at the UC Office of the President.
4. LEA agrees to upload Education Records, in accordance with the **Data File Specifications**, attached at <https://www.cacollegeguidance.org/tcp/>, and hereby incorporated by reference. In alignment with state policy and/or to evolve functionality that serves students in the planning for and transition to college, the Data File Specifications may be iterated over time and additional optional fields may be added to the Data File Specifications. LEA data may be submitted via sFTP or an API if available.
  - a. LEA agrees to provide a centralized upload (not school site by school site) of Education Records from the local Student Information System (“SIS”) into the CaliforniaColleges Website or an FTP server, both hosted by Amazon Web Services, using a standard data format with naming conventions and using a pre-defined protocol. If CCGI has an API integration with LEA’s SIS provider, data may alternatively be shared via said API.

### **B. Implementation**

1. LEA shall make staff, appropriate technology resources, and space available for ongoing professional development and user support.



2. LEA agrees to collaborate with Foundation staff to provide both individual user experience and technical feedback in order to improve implementation for all users.
3. LEA agrees to identify a point of contact to (1) assist the Foundation during implementation phase; and (2) navigate or immediately report any issues regarding availability of the CaliforniaColleges Website.
4. LEA is responsible for identifying and maintaining which educators at the LEA are provided accounts on the California Colleges Website. To do so LEA is responsible for compliance with Section I of the Terms and Conditions of Partnership, "Educator Account Creation, Authorization, and Maintenance" attached at <https://www.cacollegeguidance.org/tcp/> and hereby incorporated by reference.

#### **IV. FOUNDATION RESPONSIBILITIES**

**A. Technical and Service Level Support.** The CaliforniaColleges Website is operated and maintained by Vendor. Service level support for the CaliforniaColleges Website is provided directly by Vendor. LEA should reach out to [operations@californiacolleges.edu](mailto:operations@californiacolleges.edu) in order to facilitate communication with Vendor regarding technical issues with CaliforniaColleges Website.

**B. Fees and Payments for Services.** Foundation will provide the Services under this Agreement to LEA free of charge while Foundation continues to receive funding from the State of California. In the event that funding from the State of California is not sustained in future years, the Parties understand that the Foundation may assess and charge a fee for services provided to the LEA. In the event a fee is assessed, this Agreement will be amended, in writing, to affect that arrangement. Foundation shall provide LEA with a 45-day notice if funding from the State of California is reduced or discontinued.

**C. Scope of Services.** "Services" means the services and support offered by Foundation under this Agreement or on the CaliforniaColleges Website.

1. Foundation shall provide the necessary support for the integration of Education Records and Student Data into individual student accounts on the CaliforniaColleges Website. Foundation agrees to cooperate with representatives from the LEA to ensure the data is properly uploaded in accordance with the requirements and instructions as more fully set forth and incorporated herein as **Data File Specification** available at <https://www.cacollegeguidance.org/tcp/> to this Agreement.
2. CCGI shall maintain and process Education Records and Student Data on behalf of the LEA in a manner that meets the standards of the California Community Colleges, California State University ("CSU"), California Student Aid Commission ("CSAC"), and UC systems for verified transcript data.
3. Foundation will provide an audit report of LEA's a-g course listings in the UC CMP database to identify discrepancies. Foundation agrees to provide technical assistance, guidance, and support to LEA staff for purposes of reconciliation of any identified discrepancies.
4. Foundation shall provide access to CSU and UC eligibility analyses, both individual student reports and aggregate tracking and reporting capability for counselors.
5. Foundation shall provide students with the ability to launch their application to the California Community Colleges using the CCCApply platform in a manner that tracks submission on the CaliforniaColleges Website.
6. Foundation shall provide students with the ability to auto-populate applications for admission to all CSU campuses with course data from their individual account on the CaliforniaColleges Website, when such data matches to the CMP at the UC Office of the President, and which enables students, their parent/guardian, educators in their school, and LEA to track application submission.
7. Foundation shall provide students with the ability to launch their application for admission to the UC using the UC application in a manner that tracks submission on the CaliforniaColleges Website. Additionally, beginning fall of 2024, students will have the ability to auto-populate course data into their UC application.
8. Foundation shall provide students with the ability to initiate their Free Application for Federal Student Aid ("FAFSA") from within the CaliforniaColleges.edu, in a manner that allows students, their parent/guardian, educators at their school site, and LEA to track the launch of this application and

which enables CCGI to provide CSAC with information that supports the Cal-grant eligibility determination process.

9. Foundation shall provide students with the ability to launch additional college and financial aid applications, as they may become available, as additional institutions develop articulation agreements with CCGI.
10. Foundation shall provide the following support for LEA:
  - a) Technical assistance to support alignment between LEA's a-g course list in the UC CMP and the LEA SIS.
  - b) Training opportunities.
  - c) Implementation planning and support for strategic goal setting.
  - d) User support to respond to student, educator, or parent/guardian questions or other inquiries.

## **V. NOTICE**

Any request, notice or other communication by either Party shall be given in writing and shall be deemed given when actually delivered physically or via electronic mail to the addresses specified below:

### **CCGI:**

**Name:** Contracts Manager

**Email:** [ccgicontracts@californiacolleges.edu](mailto:ccgicontracts@californiacolleges.edu)

**Mailing Address:**

Foundation for California Community Colleges  
1102 Q Street, Suite 4800  
Sacramento, CA 95811

### **LEA:**

**Name:** Robert Irving

**Email:** [rirving@skusd.k12.ca.us](mailto:rirving@skusd.k12.ca.us)

**Mailing Address:**

Southern Kern Unified School District  
2601 Rosamond Boulevard  
Rosamond, CA 93560-0640

## **THE PARTIES HEREBY EXECUTE THIS AGREEMENT**

<b>SOUTHERN KERN UNIFIED SCHOOL DISTRICT</b>	<b>FOUNDATION/CCGI</b>
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____



## Southern Kern Unified School District

2601 Rosamond Blvd.

Rosamond, CA 93560

### Agreement/Contract Coversheet

Vendor/Contractor Name	Date Contract Received	Board Date
Biola University School of Education	12/9/2024	12/18/2024

Contract Title/Name	Contract Effective Dates	Final Contract to Superintendent's Secretary By:
Affiliation Agreement	From 12/18/2024 Until 12/28/2029	12/11/2024

Description of Agreement
This Agreement allows for Biola University to place students at SKSUD for educational experience and training in the programs selected in the attached Agreement.

Renewal Clause	Automatic Renewal
	No
Payment Terms: Net 30	Termination Clause N/A
	Budgeted Item Yes

Fixed/Startup Costs	N/A	Total Cost (NTE) Per Year	N/A
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Budget String/Comments
Business Services

#### ☒ Overview

- ☒ Agreement is for more than one School Fiscal Year
- ☒ Clearly States Fees and Hourly Rates
- ☐ Allows Early Termination
- ☐ Mutual Indemnity Clause
- ☒ Governed in Accordance with Laws of California and Department of Education
- ☐ Arbitration Clause
- ☐ Two copies already signed by vendor

<input checked="" type="checkbox"/>	Initial Review Complete	Signature Robert Irving	Date 12/11/2024
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<input type="checkbox"/>	Purchase Order Prepared	Signature	Date
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<input checked="" type="checkbox"/>	Ready for Board Agenda	Signature Camie Davies	Date 12/11/2024
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## BIOLA UNIVERSITY, SCHOOL OF EDUCATION AFFILIATION AGREEMENT

This Affiliation Agreement (“Agreement”) is made and entered into this **December 18, 2024** by and between BIOLA UNIVERSITY, INC. (hereinafter called “BIOLA”) and **Southern Kern Unified School District** (hereinafter called “DISTRICT/ORGANIZATION”).

### RECITALS

1. BIOLA has been accredited by the California Commission on Teacher Credentialing to offer: (a) coursework and Student Teaching that can be applied towards Multiple Subject, Single Subject, Education Specialist Instruction (Mild to Moderate Support Needs), and (PK-3 Early Childhood Education Specialist Instruction teaching credential requirements; (b) coursework and practicum that meets clinical requirements for the Levels I-V of the Child Development permits; (c) an ASHA-approved Master of Science degree in Speech Language Pathology with an embedded CTC-approved Speech Language Pathology credential; (d) a program leading to the Education Specialist Instruction Intern credential in the area of Mild/Moderate; (e) a program leading to the Multiple Subject and Single Subject Intern credential; and (f) coursework and field experience leading to the Bilingual Authorization in Spanish (BILA-Spanish).

2. DISTRICT/ORGANIZATION is willing to provide educational experience and training to students of BIOLA for the programs selected below in accordance with the terms and conditions of this Agreement (as described in the General Terms and Conditions section below) and the applicable exhibit(s) for the selected program(s). BIOLA desires to use DISTRICT/ORGANIZATION as an opportunity for its students to obtain such experience and training as required by their curriculum.

- X Student Teaching, including Multiple Subject, Single Subject, Special Education, and PK-3 Early Childhood Education. If selected, BIOLA and DISTRICT/ORGANIZATION agree to the additional terms and conditions in the attached Exhibit A (Terms and Conditions of Student Teaching Experience), which is incorporated herein by reference.
- X Early Childhood Practicum. If selected, BIOLA and DISTRICT/ORGANIZATION agree to the additional terms and conditions in the attached Exhibit B (Terms and Conditions of Early Childhood Practicum Experience), which is incorporated herein by reference.
- X Speech-Language Pathology and Speech-Language Pathology Assistant. If selected, BIOLA and DISTRICT/ORGANIZATION agree to the additional terms and conditions in the attached Exhibit C (Terms and Conditions of Speech-Language Pathology Experience), which is incorporated herein by reference.
- X Education Specialist Mild to Moderate Support Needs (MMSN) Intern. If selected, BIOLA and DISTRICT/ORGANIZATION agree to the additional terms and conditions in the attached Exhibit D (Terms and Conditions of Education Specialist (MMSN) Intern Experience), which is incorporated herein by reference.
- X Multiple and Single Subject Intern. If selected, BIOLA and DISTRICT/ORGANIZATION agree to the additional terms and conditions in the attached Exhibit E (Terms and Conditions of Multiple and Single Subject Intern Experience), which is incorporated herein by reference.



## GENERAL TERMS AND CONDITIONS

1. Term. This Agreement shall commence on December 18, 2024 and shall continue in effect until December 18, 2029, unless extended in writing by mutual consent of the parties. However, participating students shall be permitted to complete all experiences and training that began prior to the termination date, and with respect to such experiences and training, all terms and conditions of this Agreement and the applicable exhibit(s) shall apply until the last such experience and training is completed.

2. Refusal of Assignment. DISTRICT/ORGANIZATION may, at its sole discretion, refuse to accept any student of BIOLA assigned to DISTRICT/ORGANIZATION, and upon request of DISTRICT/ORGANIZATION, BIOLA shall terminate the assignment of any student of BIOLA to DISTRICT/ORGANIZATION.

3. Status of Participants. It is expressly agreed and understood by the parties that the students of BIOLA participating in experiences and training under this Agreement are in attendance for educational purposes only and that such students and any employees or agents of DISTRICT/ORGANIZATION are not considered employees of BIOLA and shall not receive compensation for services, unemployment or employee benefit programs. In addition, such students and any employees or agents of BIOLA shall not be considered employees of DISTRICT/ORGANIZATION for purposes of payment of compensation for services, workers' compensation insurance, unemployment insurance, state disability insurance, employee benefit programs, or any other purpose, except that students participating in the Education Specialist Intern Program or Multiple and Single Subject Intern Program shall be employees of DISTRICT/ORGANIZATION throughout the duration of their Education Specialist Intern Program or Multiple and Single Subject Intern Program.

4. Responsibilities of BIOLA.

4.1 BIOLA shall designate students for assignment at DISTRICT/ORGANIZATION.

4.2 BIOLA shall be responsible for maintaining academic records of participating students.

4.3 BIOLA shall assign member(s) of its faculty to participating students to assist in the education and training of such students.

4.4 BIOLA shall ensure that participating students have provided evidence of tuberculosis (TB) screening administered in the first semester of their teacher preparation program.

5. Responsibilities of DISTRICT/ORGANIZATION.

5.1 DISTRICT/ORGANIZATION shall maintain complete records and reports on participating students' performance and provide an evaluation to BIOLA on forms provided by BIOLA.

5.2 DISTRICT/ORGANIZATION agrees to promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at DISTRICT/ORGANIZATION's schools or classrooms or involving employees or agents of DISTRICT/ORGANIZATION, to take prompt and effective remedial action when unlawful discrimination or harassment is found to have occurred, and to promptly notify BIOLA of the



existence and outcome of any complaint of unlawful discrimination or harassment by, against, or involving any participating student.

5.3 DISTRICT/ORGANIZATION shall permit video capture of participating BIOLA students delivering lessons to DISTRICT/ORGANIZATION students ("Video") for the sole purpose of submitting CalTPA assessments as required by the California Commission on Teacher Credentialing. Unless DISTRICT/ORGANIZATION notifies BIOLA that DISTRICT/ORGANIZATION already has obtained permissions from parents or legal guardians of DISTRICT/ORGANIZATION participating students to record such Videos, BIOLA shall ensure that participating BIOLA students will obtain signed video consent forms from all parents or legal guardians of DISTRICT/ORGANIZATION participating students prior to recording such Videos. In addition, BIOLA shall require participating BIOLA students to treat Videos as confidential and to not disclose such Videos to any third party without the express written consent of DISTRICT/ORGANIZATION, except as provided herein.

6. Insurance. Each party, at their own expense, shall carry the following insurance coverage in connection with and during the term of this Agreement and will furnish copies of insurance certificates upon request:

6.1 Commercial General Liability Insurance in the amount of \$1,000,000 per occurrence and \$3,000,000 aggregate, including an additional insured endorsement naming the other party as an additional insured.

6.2 Professional Liability Insurance in the amount of \$1,000,000 per occurrence and \$3,000,000 aggregate.

6.3 Workers' Compensation Insurance as required by law. BIOLA shall provide Workers' Compensation coverage for its participating students.

6.4 Business Auto Liability Insurance in the amount of \$1,000,000.

7. Fingerprint Clearance. In accordance with California Penal Code section 11105.3, BIOLA will ensure that participating students will not be placed at DISTRICT/ORGANIZATION with unsupervised access to children until a background check by the Department of Justice, including fingerprint clearance, is completed and participating students are granted Certificate of Clearance by the State of California. Subsequent arrest records received by DISTRICT/ORGANIZATION will be cause for DISTRICT/ORGANIZATION review of continued participant suitability. DISTRICT/ORGANIZATION will be the sole determiner if it is deemed that a participating student will be removed from the assignment.

8. Indemnification.

8.1 DISTRICT/ORGANIZATION agrees to indemnify, defend and hold BIOLA, its trustees, officers, employees, agents and representatives, free and harmless from all claims, demands, losses, costs, expenses, liabilities and damages, including attorneys' fees and costs, arising from any negligent act or omission or intentional conduct of DISTRICT/ORGANIZATION, its trustees, officers, employees, agents and representatives, regarding the subject matter of this Agreement.

8.2 BIOLA agrees to indemnify, defend and hold DISTRICT/ORGANIZATION, its trustees, officers, employees, agents and representatives, free and harmless from all claims, demands, losses, costs, expenses, liabilities and damages, including attorneys' fees and costs, arising from any negligent act or omission or intentional conduct of BIOLA, its trustees, officers, employees, agents and representatives, regarding the subject matter of this Agreement.

9. Attorneys' Fees. If any legal action is necessary to enforce the terms of this Agreement or to settle a dispute concerning this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and court costs in addition to any other relief to which that party may be entitled.

10. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California. The language of this Agreement shall be construed as a whole according to its fair meaning, and not strictly for or against any of the parties hereto.

11. Waiver/Severability. The parties agree that no waiver by either party of any particular provision or right under this Agreement shall be deemed to be a waiver of any other provision or right herein. The parties further agree that each provision or term of this Agreement is intended to be severable from the others so that if any particular provision or term hereof is or determined to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remaining provisions and terms hereof.

12. Integration. This Agreement and the attached applicable exhibit(s) contain the entire agreement among the parties hereto with respect to the subject matter hereof, and supersedes any prior agreement between the parties. No provision may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by both parties. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made or relied upon by either party which are not expressly set forth in this Agreement and the applicable exhibit(s).

13. Execution. This Agreement may be executed in counterparts, and a facsimile or duly authorized electronic signature shall have the same force and effect as an original signature penned in ink.

14. Classroom Fieldwork. BIOLA will ensure that participating students have completed the necessary educational prerequisites to be eligible for supervised fieldwork. Specifics of each assignment will be communicated through the BIOLA course professor or student. Students participating in Classroom Fieldwork function as both observer and participant under the supervision of the classroom teacher.

[SIGNATURES ON NEXT PAGE]

**BIOLA UNIVERSITY, INC.:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**Southern Kern Unified School District:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Barbara Gaines  
Printed Name

Superintendent  
Title

2601 Rosamond Blvd. Rosamond, CA 93560  
DISTRICT/ORGANIZATION address



## **EXHIBIT A**

### **TERMS AND CONDITIONS OF STUDENT TEACHING EXPERIENCE**

The following terms and conditions shall apply to any student teaching experience, including multiple subject, single subject, education specialist (mild to moderate support needs), and PK-3 early childhood education specialist teaching credential requirements:

#### **1.     Definitions.**

1.1     “Student Teaching” as used herein means active participation in the daily duties and functions of classroom teaching in classes implementing state-adopted academic core curriculum. DISTRICT/ORGANIZATION employees providing direct supervision and instruction to student teachers must hold valid teaching credentials, other than provisional credentials, issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers. DISTRICT/ORGANIZATION employees providing direct supervision and instruction to early childhood education student teachers at the preschool level, must hold valid Child Development Master Teacher level permit or higher. If a student is placed in an English Learner (“EL”) classroom, the supervising teacher shall hold valid EL credentials issued by the California Commission on Teacher Credentialing. In the event an EL credentialed teacher is not available, previous experience teaching English learners is required.

1.2     “Session of Student Teaching” as used herein and elsewhere in this Agreement is considered to be a full school day of Student Teaching for one semester or a half-day of Student Teaching for two semesters. PK-3 ECE credential candidates may have a reduced term of student teaching based on verified clinical equivalency as determined by BIOLA.

#### **2.     Assignments and Rates.**

2.1     Services shall not exceed twenty-five (25) Student Teaching assignments per semester.

2.2     An assignment of a student of BIOLA to Student Teaching in schools or classes of DISTRICT/ORGANIZATION shall be, at the discretion of BIOLA, either for one or two eight-week sessions for multiple subject or PK-3 ECE candidates, for an entire semester or its equivalent for special education or single subject candidates, or for a complete summer session at either level.

2.3     BIOLA shall pay DISTRICT/ORGANIZATION for performance by DISTRICT/ORGANIZATION for all services required to be performed by DISTRICT/ORGANIZATION under this Agreement and Exhibit A at the rate of Twenty-five Dollars (\$25.00) per unit of Student Teaching, per session, for each master teacher.

2.4     Payments shall be made directly to the master teachers or to DISTRICT/ORGANIZATION, which in turn shall pay the master teachers.

2.5     Within a reasonable time following the close of each Session of Student Teaching, BIOLA shall remit payment for the services rendered during said Session for all Student Teaching supervision provided by DISTRICT/ORGANIZATION.



2.6 In the event a student remains in a Session of Student Teaching for longer than the stated period, DISTRICT/ORGANIZATION shall receive additional payment at the rate of Twenty-five Dollars (\$25.00) per additional week.

2.7 Notwithstanding any other provisions of this Agreement or Exhibit A, BIOLA shall not be obligated to pay DISTRICT/ORGANIZATION any amount in excess of the total sum set forth in this section.

3. Student Teaching Experience. DISTRICT/ORGANIZATION shall provide teaching experience through Student Teaching to schools and classes of DISTRICT/ORGANIZATION not to exceed the number of Student Teaching assignments set forth in paragraph 2.1 above. These students of BIOLA shall possess valid Certificates of Clearance or have signed Affidavits for Certificate of Clearance. Student Teaching shall be provided in the schools or classes of DISTRICT/ORGANIZATION, and under the direct supervision and instruction of employees of DISTRICT/ORGANIZATION, as DISTRICT/ORGANIZATION and BIOLA through their duly authorized representatives may agree upon.

4. Termination. In the event that the assignment of a student of BIOLA to Student Teaching is terminated by BIOLA for any reason after the student begins Student Teaching, DISTRICT/ORGANIZATION shall receive payment for one assignment at the rate specified in paragraph 2.3 above as though there had been no termination of the assignment.

## **EXHIBIT B**

### **TERMS AND CONDITIONS OF EARLY CHILDHOOD PRACTICUM EXPERIENCE**

The following terms and conditions shall apply to any early childhood practicum experience:

1. Definitions.

1.1 “Supervised Early Childhood Practicum” as used herein means active participation in the daily duties and functions of classrooms that implement state-adopted academic core curriculum and/or developmentally, culturally, and linguistically appropriate practices. DISTRICT/ORGANIZATION employees providing direct supervision to Early Childhood Practicum teacher candidates must hold valid Child Development Permits and/or teaching credentials, other than provisional credentials, issued by the California Commission on Teacher Credentialing authorizing them to serve as classroom teachers. If a teacher candidate is placed in an English Learner (“EL”) classroom, the supervising teacher will hold valid EL credentials issued by the California Commission on Teacher Credentialing. In the event an EL credentialed teacher is not available, previous experience teaching English learners is required.

1.2 “Session of Supervised Early Childhood Practicum” as used herein and elsewhere in the Agreement is considered to be a three- to six-hour day of Supervised Early Childhood Practicum for a total of seventy-five (75) hours for one semester or a complete summer session.

2. Assignments and Rates.

2.1 Services shall not exceed twenty-five (25) Supervised Early Childhood Practicum assignments per semester.

2.2 BIOLA shall pay DISTRICT/ORGANIZATION for performance by DISTRICT/ORGANIZATION for all services required to be performed by DISTRICT/ORGANIZATION under this Agreement and Exhibit B at the rate of Twenty-five Dollars (\$25.00) per unit of Supervised Early Childhood Practicum, per session, for each master teacher.

2.3 Payments shall be made directly to the master teachers or to DISTRICT/ORGANIZATION, which in turn shall pay the master teachers.

2.4 Within a reasonable time following the close of each Session of Supervised Early Childhood Practicum, BIOLA shall remit payment for the services rendered during said Session for all Supervised Early Childhood Practicum provided by DISTRICT/ORGANIZATION.

2.5 In the event a student remains in a Session of Supervised Early Childhood Practicum for longer than the stated period, DISTRICT/ORGANIZATION shall receive additional payment at the rate of Twenty-Five Dollars (\$25.00) per additional week.

2.6 Notwithstanding any other provisions of this Agreement or Exhibit B, BIOLA shall not be obligated to pay DISTRICT/ORGANIZATION any amount in excess of the total sum set forth in this section.

3. Supervised Early Childhood Practicum Experience. DISTRICT/ORGANIZATION shall provide teaching experience through Supervised Early Childhood Practicum to schools and classes

of DISTRICT/ORGANIZATION not to exceed the number of Supervised Early Childhood Practicum assignments set forth in paragraph 2.1 above. These students of BIOLA shall possess valid Certificates of Clearance or have signed Affidavits for Certificate of Clearance. Supervised Early Childhood Practicum shall be provided in such schools or classes of DISTRICT/ORGANIZATION and under the direct supervision and instruction of employees of DISTRICT/ORGANIZATION, as DISTRICT/ORGANIZATION and BIOLA through their duly authorized representatives may agree upon.

4. Termination. In the event that the assignment of a student of BIOLA to Supervised Early Childhood Practicum is terminated by BIOLA for any reason after the student begins Supervised Early Childhood Practicum, DISTRICT/ORGANIZATION shall receive payment for one assignment at the rate specified in paragraph 2.2 above as though there had been no termination of the assignment.

**EXHIBIT C**  
**TERMS AND CONDITIONS OF SPEECH-LANGUAGE PATHOLOGY AND SPEECH-  
LANGUAGE PATHOLOGY ASSISTANT EXPERIENCE**

The following terms and conditions shall apply to any speech-language pathology experience:

1. Purpose.

1.1 BIOLA operates a masters level speech-language pathology program. The degree is offered for those desiring to become licensed, certified speech-language pathologists and earn a California State License in Speech-Language Pathology. Candidates completing the required field work experience are eligible to sit for the licensure exam and apply for state licensure as a speech language pathologist. BIOLA also operates an undergraduate level communication disorders program. Students in this program are eligible to apply for the Speech-Language Pathology Assistant (“SLPA”) State License after completing a fieldwork experience.

1.2 The purpose of this Exhibit C is to provide the training required for: (a) students of BIOLA enrolled in the Masters of Science Speech-Language Pathology degree program to be eligible to apply for the California State License in Speech-Language Pathology, and (b) students enrolled in the undergraduate Communication Disorders program to be eligible to apply for the SLPA State License. The parties will mutually benefit by making a clinical training program available to BIOLA students at DISTRICT/ORGANIZATION.

2. Definitions. “Clinical Externship” as used herein and elsewhere in this Agreement means active participation in the daily provision of speech and language intervention services. DISTRICT/ORGANIZATION shall provide a speech-language pathologist (“Clinical Supervisor”) who holds an American Speech and Hearing Association (“ASHA”) Certificate of Clinical Competence and a California Speech-Language Pathologist license to supervise the Clinical Externship.

3. Assignments and Rates

3.1 Services shall not exceed twenty-five (25) Clinical Externship assignments per semester.

3.2 No compensation will be made to any party for Clinical Externship assignments.

4. Responsibilities of DISTRICT/ORGANIZATION.

4.1 To the extent that the activities performed hereunder are subject to the provisions of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), participating students, as trainees, shall be considered as members of DISTRICT/ORGANIZATION’s “workforce,” as that term is defined by the HIPAA regulations at 45 C.F.R. section 160.103, and shall be subject to DISTRICT/ORGANIZATION’s policies respecting confidentiality of medical information. To ensure that students comply with such policies, DISTRICT/ORGANIZATION shall provide students with substantially the same training that it provides to its regular employees regarding confidentiality of medical information.



4.2 DISTRICT/ORGANIZATION shall provide the Clinical Supervisor with sufficient and specific time in the work schedule to carry out the supervision duties of the participating student's Clinical Externship. The supervision duties fulfill the requirements of the accreditation of the graduate program so that the student will meet requirements for state licensure and certification. The minimum requirements for these duties include the following:

4.2.1 Allocation of sufficient time to directly observe the supervisee as appropriate. ASHA requires supervisors to provide supervision that is appropriate for the level of the supervisee.

4.2.2 Allocation of sufficient time to meet directly with the participating student for purposes of feedback and discussion, which shall occur regularly during the course of supervision.

**EXHIBIT D**  
**TERMS AND CONDITIONS OF EDUCATION SPECIALIST MILD TO MODERATE**  
**SUPPORT NEEDS INTERN EXPERIENCE**

The following terms and conditions shall apply to the education specialist intern experience:

1. Intern Qualification. BIOLA shall verify each of the following, as applicable, for all candidates admitted to this internship program (hereinafter referred to as an “Intern”):

1.1 Intern holds a baccalaureate or higher degree from a regionally accredited institution of postsecondary education (Education Code section 44453).

1.2 Intern has completed all pre-service preparation according to the requirements of the credential program (special education), as applicable (Education Code section 44320(d), CCTC Program Standard 2 [2018]).

1.3 Intern has met the Subject Matter Competence requirement for the subject area(s) in which the Intern is authorized to teach (Education Code section 44325(c)(3)).

1.4 Intern has satisfied Educational Basic Skills Proficiency as defined by the State of California.

2. Intern Supervision. BIOLA shall provide an individual to supervise of each Intern (“Supervisor”); however, DISTRICT/ORGANIZATION shall provide a DISTRICT/ORGANIZATION support person or personnel for each Intern (“Support”) (Education Code section 44462) at the time of hire. Every Supervisor shall possess:

2.1 Current knowledge in the subject matter taught;

2.2 An understanding of the context of public schooling;

2.3 The ability to model best professional practices in teaching and learning, scholarship, and service;

2.4 Knowledge of diverse abilities including cultural, language, ethnic, and gender diversity;

2.5 A thorough grasp of the academic standards, frameworks, and accountability systems that drive public school curricula; and

2.6 A commitment to provide support and supervision related to needs of English learners.

3. Intern Assignment. DISTRICT/ORGANIZATION shall assign each Intern to assume the functions, which are authorized by such Intern’s teaching credential (Education Code section 44454). BIOLA represents that Intern’s services meet the instructional or service needs of the participating DISTRICT(s)/ORGANIZATION(s) (Education Code section 44458). Public school districts, county offices, and non-public schools are eligible for the Special Education program (Education Code sections 44321 and 44452).

4. Tenure. DISTRICT/ORGANIZATION understands that no Intern shall acquire tenure while serving with an internship credential. A person who, after completing an authorized teaching internship program, is employed for at least one complete school year in a position requiring certification qualifications by the DISTRICT/ORGANIZATION that employed such person as an

Intern during the immediately preceding school year and who is reelected for the subsequent school year to a position requiring certification qualifications shall, at the commencement of the subsequent school year, be eligible for tenure (Education Code section 44466).

5. Other Terms and Conditions.

5.1 DISTRICT/ORGANIZATION shall hire each Intern on a part-time or full-time probationary or temporary contract with full pay and benefits.

5.2 DISTRICT/ORGANIZATION shall make every attempt, within the constraints of openings available, to place each Intern in a teaching situation which will maximize first year success (supportive principal, available peer support, class selection, etc.).

5.3 DISTRICT/ORGANIZATION and BIOLA will cooperate with the oversight, operation, and evaluation of the program (CCTC Common Standards 1, 2, 3, 4, & 5).

5.4 DISTRICT/ORGANIZATION shall appoint, maintain, evaluate, and compensate trained Support at each Intern's work site. If there is not a Support provider with a credential match at the school site, DISTRICT/ORGANIZATION will secure a Support provider from another school site. In addition, DISTRICT/ORGANIZATION shall define and document the type and frequency of support services to be provided including identification of protected time for Support to work with each Intern within the school day. DISTRICT/ORGANIZATION shall provide BIOLA with documentation of Support provided to Intern.

5.5 DISTRICT/ORGANIZATION shall document that Support personnel hold: (1) a valid corresponding Clear or Life Credential, and (2) a minimum of three (3) years of successful teaching experience. In addition, if specified English Learner support is to be provided, DISTRICT/ORGANIZATION shall document that Support personnel (e.g. mentor, principal, or other) also hold an English Learner Authorization in addition to the other requirements stated herein (CCTC Common Standard 3).

5.6 DISTRICT/ORGANIZATION shall provide each Intern with a full range of teaching responsibilities indicative of a full-time teacher.

5.7 DISTRICT/ORGANIZATION and BIOLA will cooperate regarding the provision and documentation of the minimum 144 hours of support and supervision, inclusive of 45 hours English Learner support per school year, adjusted as needed, for each Intern who does not have a current English Learner Authorization or passing score on CTEL. BIOLA will provide support/mentoring documentation and monitor the process.

5.8 DISTRICT/ORGANIZATION shall work with BIOLA to provide evaluations of each Intern as required for credential decisions (CCTC Common Standards 2 & 5).

5.9 DISTRICT/ORGANIZATION has the option to designate an administrator and/or teacher representative to serve on the Internship Advisory Board which meets once each semester as needed.

5.10 BIOLA internship program coordinators shall coordinate meetings of the Internship Advisory Board(s) (Intern Precondition 8).

5.11 BIOLA shall guide the development of the individual plan for mentoring support and professional development of each Intern in consultation with the Intern and the DISTRICT/ORGANIZATION (CCTC Common Standard 2, Program Standard 6 [2018]).

5.12 DISTRICT/ORGANIZATION certifies that Interns will not displace certificated employees in the DISTRICT/ORGANIZATION (Intern Precondition 10). DISTRICT/ORGANIZATION further certifies that when an Intern is hired, there are no available qualified, certificated persons holding the credential.



**EXHIBIT E**  
**TERMS AND CONDITIONS OF MULTIPLE AND SINGLE SUBJECT INTERN**  
**EXPERIENCE**

The following terms and conditions shall apply to the multiple and single subject intern experience:

1. Intern Qualification. BIOLA shall verify each of the following, as applicable, for all candidates admitted to this internship program (hereinafter referred to as an “Intern”):

1.1 Intern holds a baccalaureate or higher degree from a regionally accredited institution of postsecondary education (Education Code section 44453).

1.2 Intern has completed all pre-service preparation according to the requirements of the credential program, as applicable (Education Code section 44320(d)).

1.3 Intern has met the Subject Matter Competence requirement for the subject area(s) in which the Intern is authorized to teach (Education Code section 44325(c)(3)).

1.4 Intern has satisfied Educational Basic Skills Proficiency as defined by the State of California.

2. Intern Supervision. BIOLA shall provide an individual to supervise of each Intern (“Supervisor”); however, DISTRICT/ORGANIZATION shall provide a DISTRICT/ORGANIZATION support person or personnel for each Intern (“Support”) (Education Code section 44462) at the time of hire. Every Supervisor shall possess:

2.1 Current knowledge in the subject matter taught;

2.2 An understanding of the context of public schooling;

2.3 The ability to model best professional practices in teaching and learning, scholarship, and service;

2.4 Knowledge of diverse abilities including cultural, language, ethnic, and gender diversity;

2.5 A thorough grasp of the academic standards, frameworks, and accountability systems that drive public school curricula; and

2.6 A commitment to provide support and supervision related to needs of English learners.

3. Intern Assignment. DISTRICT/ORGANIZATION shall assign each Intern to assume the functions, which are authorized by such Intern’s teaching credential (Education Code section 44454). BIOLA represents that Intern’s services meet the instructional or service needs of the participating DISTRICT(s) (Education Code section 44458). Public school districts and county offices of education are eligible for the Multiple and Single Subject Intern Program (Education Code sections 44321 and 44452).

4. Tenure. DISTRICT/ORGANIZATION understands that no Intern shall acquire tenure while serving with an internship credential. A person who, after completing an authorized teaching internship program, is employed for at least one complete school year in a position requiring

certification qualifications by the DISTRICT/ORGANIZATION that employed such person as an Intern during the immediately preceding school year and who is reelected for the subsequent school year to a position requiring certification qualifications shall, at the commencement of the subsequent school year, be eligible for tenure (Education Code section 44466).

5. Other Terms and Conditions.

5.1 DISTRICT/ORGANIZATION shall hire each Intern on a part-time or full-time probationary or temporary contract with full pay and benefits.

5.2 DISTRICT/ORGANIZATION shall make every attempt, within the constraints of openings available, to place each Intern in a teaching situation which will maximize first year success (supportive principal, available peer support, class selection, etc.).

5.3 DISTRICT/ORGANIZATION and BIOLA will cooperate with the oversight, operation, and evaluation of the program (CCTC Common Standards 1, 2 3, 4 & 5).

5.4 DISTRICT/ORGANIZATION shall appoint, maintain, evaluate, and compensate trained Support at each Intern's work site. If there is not a Support provider with a credential match at the school site, DISTRICT/ORGANIZATION will secure a Support provider from another school site. In addition, DISTRICT/ORGANIZATION shall define and document the type and frequency of support services to be provided including identification of protected time for Support to work with each Intern within the school day. DISTRICT/ORGANIZATION shall provide BIOLA with documentation of Support provided to Intern.

5.5 DISTRICT/ORGANIZATION shall document that Support personnel hold: (1) a valid corresponding Clear or Life Credential, and (2) a minimum of three (3) years of successful teaching experience. In addition, if specified English Learner support is to be provided, DISTRICT/ORGANIZATION shall document that Support personnel (e.g. mentor, principal, or other) also hold an English Learner Authorization in addition to the other requirements stated herein (CCTC Common Standard 3).

5.6 DISTRICT/ORGANIZATION shall provide each Intern with a full range of teaching responsibilities indicative of a full-time teacher.

5.7 DISTRICT/ORGANIZATION and BIOLA will cooperate regarding the provision and documentation of the minimum 144 hours of support and supervision, inclusive of 45 hours English Learner support per school year, adjusted as needed, for each Intern who does not have a current English Learner Authorization or passing score on CTEL. BIOLA will provide support/mentoring documentation and monitor the process.

5.8 DISTRICT/ORGANIZATION shall work with BIOLA to provide evaluations of each Intern as required for credential decisions (CCTC Common Standards 2 & 5).

5.9 DISTRICT/ORGANIZATION has the option to designate an administrator and/or teacher representative to serve on the Internship Advisory Board which meets once each semester as needed.

5.10 BIOLA internship program coordinators shall coordinate meeting of the Internship Advisory Boards(s) (Intern Precondition 8).

5.11 BIOLA shall guide the development of the individual plan for mentoring support and professional development of each Intern in consultation with the Intern and the DISTRICT/ORGANIZATION (CCTC Common Standard 2).

5.12 DISTRICT/ORGANIZATION certifies that Interns will not displace certificated employees in the DISTRICT/ORGANIZATION (Intern Precondition 10). DISTRICT/ORGANIZATION further certifies that when an Intern is hired, there are no available qualified, certificated persons holding the credential.



## Southern Kern Unified School District

2601 Rosamond Blvd.  
Rosamond, CA 93560

### Agreement/Contract Coversheet

Vendor/Contractor Name	Date Contract Received	Board Date
Community Action Partnership of Kern (CAPK)	12/9/2024	12/18/2024

Contract Title/Name	Contract Effective Dates	Final Contract to Superintendent's Secretary By:
Interagency Agreement	From 1/1/2025 Until 12/31/2025	12/11/2024

Description of Agreement
This Agreement allows for SKUSD to provide reimbursable Nutrition Services to Head Start Students through Community Action Partnership of Kern.

Renewal Clause	Automatic Renewal
	No
Payment Terms: Net 30	Termination Clause N/A
	Budgeted Item Yes

Fixed/Startup Costs	N/A	Total Cost (NTE) Per Year	N/A
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Budget String/Comments
Business Services

#### ☐ Overview

- ☐ Agreement is for more than one School Fiscal Year
- ☒ Clearly States Fees and Hourly Rates
- ☐ Allows Early Termination
- ☐ Mutual Indemnity Clause
- ☒ Governed in Accordance with Laws of California and Department of Education
- ☐ Arbitration Clause
- ☐ Two copies already signed by vendor

<input checked="" type="checkbox"/>	Initial Review Complete	Signature Robert Irving	Date 12/11/2024
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<input type="checkbox"/>	Purchase Order Prepared	Signature	Date
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<input checked="" type="checkbox"/>	Ready for Board Agenda	Signature Camie Davies	Date 12/11/2024
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## Child and Adult Care Food Program



## Interagency Agreement

AGREEMENT NUMBER	RECIPIENT CNIPS ID
PROGRAM YEAR	04096-CACFP-15-NP-CS
2024 - 2025	

1. This Agreement is entered into between the Recipient and Provider named below:

RECIPIENT'S NAME (AGENCY NAME)

Community Action Partnership of Kern

PROVIDER NAME (AGENCY NAME)

Southern Kern Unified School District



2. The term of this Agreement is (must include month/date/year) and will not exceed one (1) year:

January 1, 2025 through December 31, 2025

Both parties agree to comply with the terms and conditions of this agreement: CPU 03 – Interagency Agreement. In witness whereof, this Agreement has been executed by the parties hereto.

**Important:** This Agreement is not effective until fully executed (signed by both parties with signature dates). The effective date of this Agreement must be on or after the executed signature dates (by both parties).

**Certification:**

PROVIDER	
PROVIDER'S NAME (If other than an individual, state whether a corporation, partnership, etc.) Southern Kern Unified School District	
BY (Authorized Signature) 	DATE SIGNED
PRINTED NAME AND TITLE OF PERSON SIGNING (If other than an individual, state whether a corporation, partnership, etc.) Robert Irving	
ADDRESS 2601 Rosamond Blvd. Rosamond, CA 93560	
RECIPIENT	
RECIPIENT'S NAME (Program Operator) Community Action Partnership of Kern	
BY (Authorized Signature) 	DATE SIGNED
PRINTED NAME AND TITLE OF PERSON SIGNING (If other than an individual, state whether a corporation, partnership, etc.) Yolanda Gonzales, Director of Head Start/State Child Development	
ADDRESS 1300 18th Street, Bakersfield, CA 93301	

## Child and Adult Care Food Program Interagency Agreement

### Point of Contacts

Recipient (Requesting Services)	Provider (Providing Services)
Recipient Name: Community Action Partnership of Kern	Provider Name: Southern Kern Unified School District
Recipient Contact: Carol Hendricks	Provider Contact: Rosie Robles
Address: 1300 18th Street, Suite 200 Bakersfield, CA 93301	Address: 2584 Felsite Avenue, Rosamond, CA 93560
Phone: 661-336-5236	Phone: 661-256-5000 ext. 1301
Fax:	Fax: 661-256-7074
Email: chendri@capk.org	Email: rrobles@skusd.k12.ca.us

### Cost Per Meal Table

The number of meals and cost of each meal, to be supplied per this agreement, will be as follows:

Meal Type	Requested	With Milk	Servings Per Day*	Number of Serving Days	Unit Price Per Meal	Total Price
Breakfast	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			\$ each	\$
AM Snack	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			\$ each	\$
Lunch	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	51	177	\$ 3.50 each	\$ 31,594.50
PM Snack	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			\$ each	\$
Supper	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			\$ each	\$
Evening Snack	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			\$ each	\$
<b>Grand Total</b>						\$

\*The Recipient may adjust the number of meals per the details provided in the Cost Per Meal table.

### Term of Agreement

This Interagency Agreement between the parties named above authorizes the Provider to claim reimbursement in the Child Nutrition Information and Payment System (CNIPS) for meals it serves to participants enrolled in the Recipient school or agency.

The term of the Interagency Agreement will be for a one-year period beginning <sup>January 1, 2025</sup> through December 31, 2025

### Both parties hereby agree that:

1. If at any time the Recipient no longer meets the eligibility requirements to participate in the federal child nutrition programs (CNP), they will immediately notify the Provider and the Provider will drop the Recipient from participation.
2. The Provider will represent the Recipient as the CNP sponsor and will claim reimbursement from the CDSS for all meals served to children enrolled in the Recipient's CACFP. The Provider will only claim reimbursement for complete meals or snacks served to participants, in accordance with the CACFP.
3. The term of this Agreement is one (1) year as indicated on the Signature Page and within the Term of Agreement section. Either party may terminate this Agreement, without cause, by issuing a written notice thirty (30) days prior to the date of termination.

4. The Provider will conduct the free and reduced-price meal application process, including the distribution, review, and approval of applications for sites belonging to the Recipient. The Provider will create and update the eligibility roster and provide current lists of participants and their eligibility category to the Recipient as soon as possible after changes occur.
5. The ☐ Provider or the ☒ Recipient [select one option] will perform the point-of-service meal counts. The Provider will provide training as necessary to the Recipient's staff regarding point-of-service meal counts and completion of all required documents; however, the Provider will ultimately be responsible for meal counts and claiming accountability.
6. The Provider will perform the required daily and monthly meal count edit checks.
7. The Provider will conduct the annual Verification process, as well as perform any necessary eligibility verifications for cause, and will notify the Recipient of its findings and any needed changes.
8. The Provider will assume responsibility for any overclaims identified during a review or audit, and reimburse the CDSS accordingly.
9. The Provider will provide meals that comply with the nutrition standards (meal patterns) per Title 7, Code of Federal Regulation (7 CFR), Section 226.20.
10. The Provider will prepare meals and snacks in the Westpark Elementary kitchen, which is located at 3600 Imperial Ave. Rosamond, CA 93560. This preparation site will maintain the appropriate state and local health certifications for the facility.
11. The Recipient will notify the Provider of the number of meals and snacks needed no later than [insert time] each day. The Provider is not obligated to provide any meals on days when the Provider is not open for business.
12. The Provider will provide all equipment necessary to prepare meals.
13. The Provider will provide all equipment necessary to transport meals and snacks to the Recipient.
14. All meals, including those for field trips, will be [select one option]:  
☒ Transported from the Provider to the Recipient  
☐ Picked up by the Recipient from the Provider
15. Prepared meals will be available for transport or pickup no later than [insert time where applicable]:  
Breakfast:  
Lunch: 10:00 am  
Snacks:
16. The Provider will store all food, including USDA Foods.
17. Both parties will be responsible for maintaining the proper temperature of the meals/snacks until they are served.
18. The Recipient will return on a basis any and all equipment owned by the Provider.
19. The Provider will provide the necessary trays, dishes, utensils, straws, and napkins.
20. No later than one (1) week prior to the end of each month, the Provider will provide to the Recipient a monthly menu specifying the meals and snacks to be served the following month.



21. The Provider will submit to the Recipient itemized invoices for meals and snacks provided by the Provider. The invoices will be for the actual cost of producing meals and snacks plus payments from participating children and adults, minus state and federal reimbursements. The Recipient will submit payment to the Provider in such form as required by the Provider on or before the \_\_\_\_\_ day of the following month.
22. If applicable (if not applicable, select the checkbox labeled 'not applicable'), when the Recipient requests meals for field trips, the Provider will provide sack lunches that meet the meal pattern requirements. The Recipient must request sack lunches for field trips at least \_\_\_\_\_ working days in advance. The Provider and Recipient shall negotiate the delivery time for field trip sack lunches on a case- by- case basis. The cost per lunch will remain the same as for the regular lunch. The Recipient will be responsible for maintaining the appropriate temperature of lunches until served. ☒ Not Applicable
23. The Recipient will indemnify and hold the Provider and its officers, employees, and agents harmless from any and all liability, cost, or expense incurred as a result of negligence on the part of the Provider.
24. The Recipient will keep and maintain liability insurance, including extended coverage for product liability, in an amount no less than \$1,000,000 for each occurrence. The Recipient will provide the Provider with a certificate evidencing insurance in this amount, naming the Provider as an additional insured, and specifying that the coverage will not be canceled or modified without 30 days prior written notice to the Provider.
25. Both parties will comply with all applicable federal, state, and local statutes and regulations with regard to the preparation and service of meals under the CNPs; including, but not limited to, all applicable regulations relating to the overt identification of needy pupils (if applicable), the nutritional content of meals, and nondiscrimination. All records maintained by both parties shall be open and available to inspection by federal, state, and local authorities in accordance with applicable statutes and regulations.

All business and information relating to the execution of this Agreement and the services thereof, including kitchen visitations, will be conducted with the Provider's Director of Food Services.

**Termination [2 CFR Appendix II to Part 200]:**

- Either party may terminate this Agreement, without cause, by issuing a written notice thirty (30) days prior to the date of termination.
- The Recipient may terminate this Agreement should the Provider fail to perform the requirements of this Agreement at the time and in the manner herein provided.
- Upon termination of the Agreement prior to the end of the contract period, the Recipient will pay Vendor for all meals and snacks provided up to the effective date of termination. The Vendor shall submit all required documentation and other information.

**Contract Management [7 CFR 226.22(l)] and [2 CFR 200.318(i)]:**

- Recipient shall maintain a contract administration system ensuring that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- The Recipient must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: Rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

**Compliance [7 CFR 226.22(I)] and 2 CFR Appendix II to Part 200 (All required or applicable certifications must be attached to the Agreement):**

- All contracts awarded in excess of \$10,000 by institutions and their contractors shall contain a provision requiring compliance with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR part 60). 7 CFR 226.22(I)(3).
- For Agreements over \$100,000, Vendor agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1837(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), which prohibit the use under nonexempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Vendor shall report any violations to FNS and to the U.S. EPA Assistant Administrator for Enforcement (EN-329). 7 CFR 226.22(I)(6).
- Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. 2 CFR Appendix II to Part 200.
- Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. 2 CFR Appendix II to Part 200.

Vendor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy efficiency conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163). 7 CFR 226.22(I)(7).

## **The Americans with Disability Act Amendments Act of 2008**

The American with Disability Act (ADA) Amendments Act (ADAAA) of 2008 was signed into law in September 2008 and became effective on January 1, 2009. The detailed guidance is referenced in Public Law, Sections 110-325, ADAAA.

Title II of the Americans with Disabilities Act of 1990 and the ADAAA prohibits discrimination based on disability by state and local governments. The ADA and Section 504 of the Rehabilitation Act of 1973 address issues pertaining to both physical access and program access.

Per the U.S. Department of Agriculture (USDA) Policy Memo, CACFP 14-2017: Modifications to Accommodate Disabilities in the Child and Adult Care Food Program; program operators must ensure that breakfast, lunch, snack, or milk (meals) offered through the CACFP meet the respective meal pattern requirements established in the program regulations. Federal law and USDA regulations further require program operators to make reasonable modifications to accommodate participants with disability, which includes providing special meals, at no extra charge, to participants with a disability that restricts the participant's diet.

Program operators must accommodate meal modifications within the Child Nutrition Programs (CNP). The program operator (agency) will notify the vendor, of any meal modification(s) necessary within their CNP, at least \_\_\_\_\_ hours/days (e.g., 48 hours) prior to the delivery of the meal **or** when the agency receives notification of the required meal modification(s).

### **Nondiscrimination statement**

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the agency (state or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at 800-877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form (AD-3027), found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html) and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call 866-632-9992. Submit your completed form or letter to USDA by:

- (1) Mail: U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410
- (2) Fax: 202-690-7442
- (3) E-mail: [program.intake@usda.gov](mailto:program.intake@usda.gov)

This institution is an equal opportunity provider.





## CHILD AND ADULT CARE FOOD PROGRAM

### INSTRUCTIONS FOR USE

#### CHILD CARE STANDARD FOOD SERVICE VENDING AGREEMENT (DELIVERY)

The attached sample **Standard Agreement to Furnish Food Service** can be used when an agency contracts with a food service vendor for meals that will be claimed for reimbursement under the Child and Adult Care Food Program (CACFP).

Agencies should familiarize themselves with procurement procedures and requirements as found in Title 2, *Code of Federal Regulations* (2 *CFR*), sections 200.318–326 and Title 7, *Code of Federal Regulations* (7 *CFR*), Section 226.22.

This agreement may be used **only** if the aggregate value of your contract is below the purchase threshold appropriate to your agency. The current federal purchase threshold is \$150,000 per 2 *CFR*, Section 200.88. As part of your agency's procurement standards, ensure that when you are purchasing goods over \$3,500 to obtain an adequate number of price quotes and select the lowest cost vendor. Please note that if you intend to purchase anything above the aggregate value of \$150,000, you must follow the formal procurement process per 2 *CFR*, Section 200.88.

The agreement must be signed by both the agency and the vendor. This agreement contains the requirements outlined in the *Code of Federal Regulations*. **No deletions of clauses or items are allowed without the approval of the Nutrition Services Division (NSD).** The Schedule B—Meal Pattern appropriate to your agency type is a required part of the agreement. Additional clauses may be added to bring the agreement into conformance with applicable state or local laws governing your agency.

If you are a public agency you may use your customary form of contract **if that form incorporates all of the provisions set forth in 7 CFR, sections 226.6(i), 226.21, and 226.22.**

This agreement is **valid for one year only** (Example: January 5, 2017, through January 4, 2018). A new agreement must be executed annually. Submit a photocopy of each agreement to the CACFP for review **prior** to beginning program operations covered under the agreement. Copies of the completed agreement and all amendments must be retained by both the agency and the vendor. If only one original agreement is signed, we recommend that you retain it in your files.

If you have any questions regarding the use of this agreement or need clarification of the regulatory requirements for contracting, you can call the NSD at 916-445-0850 or 800-952-5609.

VENDOR #:

CNIPS ID #:

**STANDARD AGREEMENT TO FURNISH FOOD SERVICE  
BETWEEN A CHILD AND ADULT CARE FOOD PROGRAM AGENCY  
AND A FOOD SERVICE VENDOR**

THIS AGREEMENT IS ENTERED INTO ON THIS FIRST DAY OF January 1, 2025 BY  
MONTH YEAR

AND BETWEEN Community Action Partnership of Kern HEREINAFTER REFERRED TO AS THE  
NAME OF AGENCY

AGENCY, AND Southern Kern Unified School District HEREINAFTER REFERRED TO AS THE  
NAME OF VENDOR/FOOD SERVICE MANAGEMENT COMPANY

VENDOR.

**WHEREAS,** IT IS NOT WITHIN THE CAPABILITY OF THE AGENCY TO PREPARE SPECIFIED MEALS UNDER THE CACFP FOR ENROLLED PARTICIPANTS; AND

**WHEREAS,** THE FACILITIES AND CAPABILITIES OF THE VENDOR ARE ADEQUATE TO PREPARE SPECIFIED MEALS FOR THE AGENCY'S FACILITY(IES); AND

**WHEREAS,** THE VENDOR IS WILLING TO PROVIDE SUCH SERVICES TO THE AGENCY ON A COST REIMBURSEMENT BASIS;

**THEREFORE,** BOTH PARTIES HERETO AGREE AS FOLLOWS:

**THE VENDOR AGREES TO:**

1. PREPARE THE MEALS (INCLUSIVE/EXCLUSIVE) OF MILK FOR Rosamond Head Start Center  
NAME OF SITE (ATTACH SHEET IF MULTIPLE)

DELIVERY TO THE AGENCY AT 2584 Felsite Ave, Rosamond, CA 93560 BY 10:00 AM  
ADDRESS TIME

EACH Weekday IN ACCORDANCE WITH THE NUMBER OF MEALS REQUESTED AND  
\* WEEKDAY OR SPECIFIC DAYS AS APPROPRIATE

AT THE COST(S) PER MEAL LISTED BELOW:

BREAKFAST	<u>\$ N/A</u>	EACH	LUNCH	<u>\$ 3.50</u>	EACH
SUPPLEMENT/SNACK	<u>\$ N/A</u>	EACH	SUPPER	<u>\$ N/A</u>	EACH

2. ASSURE THE AGENCY THAT NO TITLE III(C) FUNDS HAVE BEEN APPLIED TO THE COST OF OR TITLE III(C) COMMODITIES USED FOR THE PREPARATION OF THESE MEALS.

**STANDARD AGREEMENT TO FURNISH FOOD SERVICE  
BETWEEN A CHILD AND ADULT CARE FOOD PROGRAM AGENCY  
AND A FOOD SERVICE VENDOR**

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3. PROVIDE THE AGENCY, FOR APPROVAL, A PROPOSED MENU FOR EACH MONTH AT LEAST\* 7 DAYS PRIOR TO THE BEGINNING OF THE MONTH TO WHICH THE MENU APPLIES. ANY CHANGES TO THE MENU MADE AFTER AGENCY APPROVAL, MUST BE AGREED UPON BY THE AGENCY AND DOCUMENTED ON THE MENU RECORDS.
4. ASSURE THAT EACH MEAL PROVIDED TO THE AGENCY UNDER THIS CONTRACT MEETS THE MINIMUM REQUIREMENTS AS TO THE NUTRITIONAL CONTENT AS SPECIFIED BY THE SCHEDULE B—MEAL PATTERN (ATTACHED) WHICH IS EXCERPTED FROM 7 CFR, SECTION 226.20.
5. MAINTAIN COST RECORDS SUCH AS INVOICES, RECEIPTS, AND/OR OTHER DOCUMENTATION THAT SHOWS THE PURCHASE, OR AVAILABILITY TO THE VENDOR, OF MEAL COMPONENTS, AS ITEMIZED IN THE MEAL PREPARATION RECORDS.
6. MAINTAIN FULL AND ACCURATE RECORDS WHICH DOCUMENT: (1) THE MENUS LISTING ALL MEALS PROVIDED TO THE AGENCY DURING THE TERM OF THIS CONTRACT; (2) A LISTING OF ALL NUTRITIONAL COMPONENTS OF EACH MEAL; AND (3) AN ITEMIZATION OF THE QUANTITIES OF EACH COMPONENT USED TO PREPARE SAID MEAL. THE VENDOR AGREES TO PROVIDE MEAL PREPARATION DOCUMENTATION BY USING YIELD FACTORS FOR EACH FOOD ITEM AS LISTED IN THE U. S. DEPARTMENT OF AGRICULTURE (USDA) FOOD BUYING GUIDE WHEN CALCULATING AND RECORDING THE QUANTITY OF FOOD PREPARED FOR EACH MEAL.
7. MAINTAIN, ON A DAILY BASIS, AN ACCURATE COUNT OF THE NUMBER OF MEALS, BY MEAL TYPE, PREPARED FOR THE AGENCY. MEAL COUNT DOCUMENTATION MUST INCLUDE THE NUMBER OF MEALS REQUESTED BY THE AGENCY.
8. ALLOW THE AGENCY TO INCREASE OR DECREASE THE NUMBER OF MEAL ORDERS, AS NEEDED, WHEN THE REQUEST IS MADE WITHIN\* 48 HOURS OF THE SCHEDULED DELIVERY TIME.
9. PRESENT TO THE AGENCY AN INVOICE, ACCOMPANIED BY REPORTS, NO LATER THAN THE\* 10th DAY OF EACH MONTH THAT ITEMIZES THE PREVIOUS MONTH'S DELIVERY. THE VENDOR AGREES TO FORFEIT PAYMENT FOR MEALS WHICH ARE NOT READY WITHIN ONE HOUR OF THE AGREED UPON DELIVERY TIME, ARE SPOILED OR UNWHOLESOME AT THE TIME OF DELIVERY, OR DO NOT OTHERWISE MEET THE MEAL REQUIREMENTS CONTAINED IN THIS AGREEMENT.
10. PROVIDE THE AGENCY WITH A COPY OF CURRENT HEALTH CERTIFICATIONS FOR THE FOOD SERVICE FACILITY IN WHICH IT PREPARES MEALS FOR USE IN THE CACFP. THE VENDOR SHALL ENSURE THAT ALL HEALTH AND SANITATION REQUIREMENTS OF THE CALIFORNIA *RETAIL FOOD CODE* FACILITIES LAW AND CHAPTER 4 OF THE CALIFORNIA *HEALTH AND SAFETY CODE* ARE MET AT ALL TIMES.
11. OPERATE IN ACCORDANCE WITH CURRENT CACFP REGULATIONS.
12. RETAIN ALL REQUIRED RECORDS FOR A PERIOD OF THREE YEARS AFTER THE END OF THE FISCAL YEAR TO WHICH THEY PERTAIN (OR LONGER, IF AN AUDIT IS IN PROGRESS) AND, UPON REQUEST, MAKE ALL ACCOUNTS AND RECORDS PERTAINING TO THE AGREEMENT AVAILABLE TO THE AGENCY, REPRESENTATIVES OF THE CALIFORNIA DEPARTMENT OF EDUCATION, THE USDA, AND THE U.S. GENERAL ACCOUNTING OFFICE FOR AUDIT OR ADMINISTRATIVE REVIEW AT A REASONABLE TIME AND PLACE.
13. NOT SUBCONTRACT FOR THE TOTAL MEAL, WITH OR WITHOUT MILK, OR FOR THE ASSEMBLY OF THE MEAL.

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\*Negotiable time frame but should not be longer than 24 hours

**STANDARD AGREEMENT TO FURNISH FOOD SERVICE  
BETWEEN A CHILD AND ADULT CARE FOOD PROGRAM AGENCY  
AND A FOOD SERVICE VENDOR**

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**THE VENDOR CERTIFIES:**

1. NEITHER IT NOR ITS PRINCIPALS ARE PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE, OR VOLUNTARILY EXCLUDED FROM PARTICIPATION IN THIS TRANSACTION BY ANY FEDERAL DEPARTMENT OR AGENCY.

WHERE THE BIDDER IS UNABLE TO CERTIFY TO ANY OF THE STATEMENTS IN THIS CERTIFICATION, SUCH AGENCY SHALL ATTACH AN EXPLANATION TO THIS PROPOSAL.

2. AS REQUIRED BY THE STATE DRUG-FREE WORKPLACE ACT OF 1990 (*GOVERNMENT CODE*, SECTION 8350 ET. SEQ.) AND THE FEDERAL DRUG-FREE WORKPLACE ACT OF 1988, AND IMPLEMENTED AT TITLE 34, *CODE OF FEDERAL REGULATIONS* (34 *CFR*), PART 85, SUBPART F, FOR GRANTEEES, AS DEFINED AT 34 *CFR*, PART 85, SECTIONS 85.605 AND 85.610, THE BIDDER CERTIFIES THAT IT WILL CONTINUE TO PROVIDE A DRUG-FREE WORKPLACE.

**THE AGENCY AGREES TO:**

1. THE AGENCY SHALL PROVIDE THE VENDOR WITH A LIST OF APPROVED SERVING LOCATIONS TO BE FURNISHED MEALS BY THE VENDOR AND THE NUMBER OF MEALS, BY TYPE, TO BE DELIVERED TO EACH LOCATION.
2. REQUEST BY TELEPHONE NO LATER THAN 8:30AM weekdays school is in session AN ACCURATE NUMBER OF  
TIME OF DAY AND DAY OF WEEK  
MEALS TO BE DELIVERED TO THE AGENCY ON EACH weekdays school is in session. NOTIFY THE  
WEEKDAY OR SPECIFIC DAYS AS APPROPRIATE  
VENDOR OF NECESSARY INCREASES OR DECREASES IN THE NUMBER OF MEAL ORDERS WITHIN\* 48 HOURS OF  
THE SCHEDULED DELIVERY TIME. ERRORS IN MEAL ORDER COUNTS MADE BY THE AGENCY SHALL BE THE RESPONSIBILITY  
OF THE AGENCY.
3. ENSURE THAT AN AGENCY REPRESENTATIVE RECEIVES THE MEALS FOR EACH SITE, AT THE SPECIFIED TIME ON EACH  
SPECIFIED DAY. THIS INDIVIDUAL WILL INSPECT AND SIGN FOR THE REQUESTED NUMBER OF MEALS. THIS INDIVIDUAL WILL  
VERIFY THE TEMPERATURE, QUALITY, AND QUANTITY OF EACH MEAL DELIVERED. THE AGENCY ASSURES THE VENDOR THAT  
THIS INDIVIDUAL WILL BE TRAINED AND KNOWLEDGEABLE IN THE RECORD KEEPING AND MEAL REQUIREMENTS OF THE  
CACFP, AND IN HEALTH AND SANITATION PRACTICES.
4. PROVIDE PERSONNEL TO SERVE MEALS, CLEAN THE SERVING AND EATING AREAS, AND ASSEMBLE TRANSPORT CARTS AND  
AUXILIARY ITEMS FOR RETURN TO THE VENDOR NO LATER THAN 9:00AM.  
TIME EACH DAY
5. NOTIFY THE VENDOR WITHIN 3 DAYS OF RECEIPT OF THE NEXT MONTH'S PROPOSED MENU OF ANY CHANGES,  
ADDITIONS, OR DELETIONS, WHICH WILL BE REQUIRED IN THE MENU REQUEST.
6. PROVIDE THE VENDOR WITH A COPY OF 7 *CFR*, PART 226; THE CACFP SCHEDULE B—MEAL PATTERN; AND ALL OTHER  
TECHNICAL ASSISTANCE MATERIALS PERTAINING TO THE FOOD SERVICE REQUIREMENTS OF THE CACFP. THE AGENCY WILL,  
WITHIN 24 HOURS OF RECEIPT FROM THE STATE AGENCY, ADVISE THE VENDOR OF ANY CHANGES IN THE FOOD SERVICE  
REQUIREMENTS OF THE CACFP.



**STANDARD AGREEMENT TO FURNISH FOOD SERVICE  
BETWEEN A CHILD AND ADULT CARE FOOD PROGRAM AGENCY  
AND A FOOD SERVICE VENDOR**

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6. PAY THE VENDOR BY THE 30th DAY OF EACH MONTH THE FULL AMOUNT AS PRESENTED ON THE MONTHLY ITEMIZED INVOICE. THE AGENCY AGREES TO NOTIFY THE VENDOR WITHIN 48 HOURS OF RECEIPT OF ANY DISCREPANCY IN THE INVOICE.

**TERMS OF THE AGREEMENT:**

THIS AGREEMENT WILL TAKE EFFECT COMMENCING January 1, 2025 AND SHALL BE FOR A PERIOD  
DATE  
OF ELVEN MONTHS. IT MAY BE TERMINATED BY WRITTEN NOTIFICATION GIVEN BY EITHER PARTY HERETO THE OTHER PARTY AT  
LEAST 30 DAYS PRIOR TO THE DATE OF TERMINATION.

**SCHOOL FOOD AUTHORITY VENDING TO AN AGENCY:**

PER 7 *CFR*, SECTION 226.20(i), AGENCIES WHO SERVE MEALS TO CHILDREN 5 YEARS AND OLDER AND VEND FROM A SCHOOL THAT PARTICIPATES IN THE NATIONAL SCHOOL LUNCH AND SCHOOL BREAKFAST PROGRAMS MAY USE THE NATIONAL SCHOOL LUNCH MEAL PATTERN. ENTER THE MEAL PATTERN YOU WILL USE: N/A

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DATES INDICATED BELOW:

VENDOR OFFICIAL SIGNATURE	AGENCY OFFICIAL SIGNATURE
VENDOR OFFICIAL NAME (PLEASE TYPE)	AGENCY OFFICIAL NAME (PLEASE TYPE)
Robert Irving	Yolanda Gonzales
TITLE	TITLE
Chief Business Officer	Director of Head Start/State Child Development
PHONE NUMBER	PHONE NUMBER
(706) 499-1880	661-336-5236 EXT. 2229
DATE	DATE

\*\*\* Vendor hereby acknowledges and agrees to the Additional Terms and Conditions contained in Attachment A to this contract and made a part hereof.

\_\_\_\_\_ Initial Date: \_\_\_\_\_

**ATTACHMENT A**  
**Community Action Partnership of Kern**  
**Additional Terms and Conditions**

**1. TAXES.** The Vendor is solely responsible to pay all taxes and comply with all Federal, State, and local laws, ordinances, rules, regulations and lawful orders bearing on the performance of work.

**2. ASSIGNMENT OF SUBCONTRACTING.** The Vendor may not assign or transfer the Agreement or any interest therein or claim thereunder, or subcontract any portion of the work thereunder, without the prior written approval of CAPK. If CAPK consents to such assignment or transfer, the terms and conditions of the Agreement shall be binding upon any assignee or transferee. Any transfer shall be considered an addendum to the Agreement and must be included as such.

**3. TERMINATION FOR CONVENIENCE OF CAPK.** CAPK may terminate the Agreement at any time by giving written notice to the Vendor of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials as described herein, at the option of CAPK, shall become its property. If the Agreement is terminated by CAPK as provided herein, the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Vendor hereby expressly waives any and all claims for damages or compensation arising under the Agreement except as set forth in this section in the event of such termination.

**4. CHANGES.** CAPK may from time to time, require changes in the scope of the services of the Vendor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Vendor's compensation which are mutually agreed upon by and between CAPK and the Vendor, shall be effective when incorporated in written amendments to the Agreement. Amendments shall be valid only after approval by Vendor and CAPK's Executive Director.

**5. CLAIMS.** All claims for money due or to become due to the Vendor from CAPK under the Agreement may not be assigned to a bank, trust company, or other financial institution without CAPK approval. Notice or requests of any such assignment or transfer shall be furnished promptly in writing to CAPK.

**6. NOTICE.** Any notice or notices required or permitted to be given pursuant to the Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested.

**7. AFFIRMATIVE ACTION.** The Vendor agrees to abide by all State and Federal Affirmative Action policies and laws.

**8. DISPUTE RESOLUTION.** Any dispute arising regarding the interpretation or implementation of the Agreement, including any claims for breach of the Agreement, shall be resolved by submitting the claim for arbitration to the American Arbitration Association in accordance with its rules and procedures applicable to commercial disputes. The location of any arbitration hearing shall be Bakersfield, California, and any enforcement of the arbitrator's decision shall be brought in the Superior Court of the County of Kern, Bakersfield, California.

**9. EQUAL EMPLOYMENT OPPORTUNITY.** All hiring and other employment practices by the Vendor shall be non-discriminatory, based on merit and qualifications without regard to race, color, religion, national origin, ancestry, disability, medical condition, marital status, age or sex.

**10. SBE/MBE/WBE POLICY STATEMENT.** It is the policy of Community Action Partnership of Kern, consistent with Federal, State and local laws, to promote and encourage the development, participation, and continued expansion of Small Business Enterprises, Minority Business Enterprises and Women's Business Enterprises.

**11. CONFIDENTIALITY.** The Vendor shall use his or her best efforts to keep confidential any information obtained during the performance of the Agreement.

**12. RESPONSIBILITY.** If Vendor is part of a corporation, the individual or individuals who sign the Agreement on behalf of the corporation are jointly responsible for performance of the Agreement.

**13. PROTEST BY VENDOR:** If the Vendor wishes to file a protest against CAPK for any action, the Vendor must do so in writing with CAPK within 72 hours after the action to be protested has occurred. All protests will be taken under advisement. Any protests received after that will not be recognized.

**14. CONFLICT OF INTEREST:** In accordance with California Public Contract Code 10410, no officer or employee of CAPK shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest in the Agreement, which may be in whole, or in part, sponsored or funded by a Local, State, or Federal agency. Also, no relative of an employee of CAPK may enter into or bid on an Agreement while said employee is still employed by CAPK. No relative of an employee of CAPK may bid on an Agreement until 12 months after the date said employee of CAPK has left employment of CAPK, either voluntarily or involuntarily. It is contrary to CAPK policy for any CAPK employee to personally solicit, demand or receive any gratuity of any kind from a Vendor in connection with any decision affecting a CAPK purchase or Agreement for Goods or Services. Thus, if such a case were to occur, the Vendor may file a protest with CAPK as specified in the section titled "Protest by Vendor."

**15. DEBARMENT AND SUSPENSION CERTIFICATION:** Vendor, under penalty of perjury, certified that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

- a. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- b. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years;
- c. Does not have a proposed debarment pending; and
- d. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

If there are any exceptions to the Certifications above, insert the exceptions in the following space:

Exceptions will not necessarily result in denial of award, but will be considered in determining Vendor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: Providing false information may result in criminal prosecution or administrative sanctions.

**16. WORKER'S COMPENSATION:** Labor Code Section 3700 provides:

"Every employer except the State and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

"(a) By being insured against liability to pay compensation in one or to more than one of the insurers duly authorized to write compensation insurance in this State.

"(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees."

Vendor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and Vendor will comply with those provisions before commencing the performance of the work of the Agreement.

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, this certificate must be signed and filed with the awarding body prior to performing any work under the Agreement.)

**17. INSURANCE REQUIREMENTS:** Vendor shall procure, furnish and maintain for the duration of the Agreement the following types and limits of insurance herein:

- a. Automobile Liability Insurance, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall:
- b. Provide coverage for owned, non-owned and hired autos.
- c. Contain an additional insured endorsement in favor of Community Action Partnership of Kern, its board, officers, agents, employees and volunteers.
- d. Broad Form Commercial General Liability Insurance, ISO form CG00 01 11 85 or 88 providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall:
- e. Provide Contractual Liability coverage for the terms of the Agreement.
- f. Contain an additional insured endorsement in favor in favor of Community Action Partnership of Kern, its board, officers, agents, employees and volunteers.
- g. Workers' compensation insurance with statutory limits and employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall contain a waiver of subrogation endorsement in favor of Community Action Partnership of Kern, its board, officers, agents, employees and volunteers.

All policies required of the Vendor shall be primary insurance as to Community Action Partnership of Kern, its board, officers, agents employees and volunteers and any insurance or self-insurance maintained by Community Action Partnership of Kern, its board, officers, agents employees and designated volunteers shall be in excess of the Vendor's insurance and shall not contribute with it. Additional insured endorsement shall use ISO form CG20 10 11 85 (in no event with an edition date later than 1990).

Insurance is to be placed with insurers with a Best's rating of no less than A: VII. Any deductibles, self-insured retentions or insurance in lesser amounts, or lack of certain types of insurance otherwise required by the Agreement, or insurance rated below Best's A:VII, must be declared prior to execution of the Agreement and approved by CAPK in writing.

All policies shall contain an endorsement providing Community Action Partnership of Kern with thirty (30) days written notice of cancellation or material change in policy language or terms. All policies shall provide that there shall be continuing liability thereon, notwithstanding any recovery on any policy. The insurance required hereunder shall be maintained until all work required to be performed by the Agreement is satisfactorily completed.

Vendor shall furnish CAPK with a certificate of insurance and required endorsements evidencing the insurance required. CAPK may withdraw its offer of an Agreement or cancel the Agreement if certificates of insurance and endorsements required have not been provided prior to the execution of the Agreement.



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Signature \_\_\_\_\_ Date \_\_\_\_\_

Susanne LeBlanc

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Print Name

**SCHEDULE B—NSD 2050B**

**CHILD AND ADULT CARE FOOD PROGRAM  
MEAL PATTERN FOR INFANTS**

	BIRTH THROUGH FIVE MONTHS	SIX THROUGH ELEVEN MONTHS
<b>BREAKFAST, LUNCH, AND SUPPER</b>	4 TO 6 FLUID (FL) OUNCE (OZ) BREAST MILK <sup>1</sup> OR FORMULA <sup>2</sup>	6 TO 8 FL OZ BREAST MILK <sup>1</sup> OR FORMULA <sup>2</sup> AND  0 TO 4 TABLESPOON (TBSP) INFANT CEREAL <sup>2, 3</sup> MEAT, FISH, POULTRY, WHOLE EGG, COOKED DRY BEANS OR COOKED DRY PEAS OR 0 TO 2 OZ CHEESE OR 0 TO 4 OZ YOGURT <sup>4</sup> OR (½ CUP) COMBINATION OF THE ABOVE <sup>5</sup> AND  0 TO 2 TBSP FRUIT, VEGETABLE, OR COMBINATION OF BOTH <sup>5, 6</sup>
<b>SNACK</b>	4 TO 6 FL OZ BREAST MILK <sup>1</sup> OR FORMULA <sup>2</sup>	2 TO 4 FL OZ BREAST MILK <sup>1</sup> OR FORMULA <sup>2</sup> AND  0 TO ½ SLICE BREAD <sup>3, 7</sup> OR 0 TO 2 CRACKERS <sup>3, 7</sup> OR 0 TO 4 TBSP INFANT CEREAL <sup>2, 3, 7</sup> OR READY-TO-EAT BREAKFAST CEREAL <sup>3, 5, 7, 8</sup> AND  0 TO 2 TBSP FRUIT, VEGETABLE, OR COMBINATION OF BOTH <sup>5, 6</sup>

<sup>1</sup> Breastmilk or formula, or portions of both, must be served; however, it is recommended that breastmilk be served in place of formula from birth through 11 months. For some breastfed infants who regularly consume less than the minimum amount of breastmilk per feeding, a serving of less than the minimum amount of breastmilk may be offered, with additional breastmilk offered at a later time if the infant will consume more.

<sup>2</sup> Infant formula and dry infant cereal must be iron-fortified.

<sup>3</sup> Beginning October 1, 2019, oz equivalents (eq) are used to determine the quantity of credible grains.

<sup>4</sup> Yogurt must contain no more than 23 grams (g) of total sugars per 6 oz.

<sup>5</sup> A serving of this component is required when the infant is developmentally ready to accept it.

<sup>6</sup> Fruit and vegetable juices must not be served.

<sup>7</sup> A serving of grains must be whole grain-rich (WGR), enriched meal, or enriched flour.

<sup>8</sup> Breakfast cereals must contain no more than 6g of sugar per dry oz (no more than 21 g sucrose and other sugars per 100 g of dry cereal).

**SCHEDULE B—NSD 2050B**

**CHILD AND ADULT CARE FOOD PROGRAM  
MEAL PATTERN FOR OLDER CHILDREN**

<b>BREAKFAST (SELECT ALL THREE COMPONENTS)<sup>1</sup></b>	<b>AGES 1–2</b>	<b>AGES 3–5</b>	<b>AGES 6–12</b>	<b>AGES 13–18<sup>2</sup></b>
MILK, FL <sup>3</sup>	½ CUP (4 OZ)	¾ CUP (6 OZ)	1 CUP (8 OZ)	1 CUP (8 OZ)
VEGETABLE, FRUIT, OR BOTH <sup>4</sup>	¼ CUP	½ CUP	½ CUP	½ CUP
GRAINS <sup>5, 6, 7</sup> WGR OR ENRICHED BREAD OR WGR OR ENRICHED BISCUIT, ROLL, MUFFIN, ETC. OR WGR, ENRICHED, OR FORTIFIED COOKED BREAKFAST CEREAL <sup>8</sup> , CEREAL GRAIN, AND/OR PASTA OR WGR, ENRICHED OR FORTIFIED READY-TO-EAT BREAKFAST CEREAL (DRY COLD) <sup>8, 9</sup> FLAKES OR ROUNDS PUFFED CEREAL GRANOLA	½ SLICE ½ SERVING ¼ CUP  ½ CUP ¾ CUP ½ CUP	½ SLICE ½ SERVING ¼ CUP  ½ CUP ¾ CUP ½ CUP	1 SLICE 1 SERVING ½ CUP  1 CUP 1¼ CUP ¼ CUP	1 SLICE 1 SERVING ½ CUP  1 CUP 1¼ CUP ¼ CUP
<b>LUNCH OR SUPPER (SELECT ALL FIVE COMPONENTS)<sup>1</sup></b>				
MILK, FL <sup>3</sup>	½ CUP	¾ CUP	1 CUP	1 CUP
VEGETABLES <sup>4</sup>	½ CUP	¼ CUP	½ CUP	½ CUP
FRUITS <sup>4, 10</sup>	½ CUP	¼ CUP	¼ CUP	¼ CUP
GRAINS <sup>6, 7</sup> WGR OR ENRICHED BREAD OR WGR OR ENRICHED BISCUIT, ROLL, MUFFIN, ETC. WGR, ENRICHED OR FORTIFIED COOKED BREAKFAST CEREAL <sup>8</sup> , CEREAL GRAIN, AND/OR PASTA	½ SLICE ½ SERVING ¼ CUP	½ SLICE ½ SERVING ¼ CUP	1 SLICE 1 SERVING ½ CUP	1 SLICE 1 SERVING ½ CUP
MEAT/MEAT ALTERNATES (M/MA) LEAN MEAT, FISH, OR POULTRY OR TOFU, SOY PRODUCT, OR ALTERNATE PROTEIN PRODUCTS <sup>11</sup> OR CHEESE OR EGG (LARGE) OR COOKED DRY BEANS OR DRY PEAS <sup>14</sup> OR PEANUT BUTTER, SOY NUT BUTTER, OR OTHER NUT OR SEED BUTTERS OR PEANUTS, SOY NUTS, TREE NUTS, OR SEEDS <sup>13</sup> OR YOGURT, PLAIN OR FLAVORED, UNSWEETENED OR SWEETENED <sup>14</sup>	1 OZ 1 OZ 1 OZ ½ EGG ¼ CUP 2 TBSP  ½ OZ ½ CUP OR 4 OZ	1½ OZ 1½ OZ 1½ OZ ¾ EGG ¾ CUP 3 TBSP  ¾ OZ ¾ CUP OR 6 OZ	2 OZ 2 OZ 2 OZ 1 EGG ½ CUP 4 TBSP  1 OZ 1 CUP OR 8 OZ	2 OZ 2 OZ 2 OZ 1 EGG ½ CUP 4 TBSP  1 OZ 1 CUP OR 8 OZ

**SCHEDULE B—NSD 2050B**

**CHILD AND ADULT CARE FOOD PROGRAM  
MEAL PATTERN FOR OLDER CHILDREN**

<b>SNACKS (SELECT TWO OF THESE FIVE COMPONENTS)<sup>15</sup></b>	<b>AGES 1–2</b>	<b>AGES 3–5</b>	<b>AGES 6–12</b>	<b>AGES 13–18<sup>2</sup></b>
MILK, FL <sup>3</sup>	½ CUP (4 OZ)	½ CUP (4 OZ)	1 CUP (8 OZ)	1 CUP (8 OZ)
VEGETABLES <sup>4</sup>	½ CUP	½ CUP	¾ CUP	¾ CUP
FRUITS <sup>4</sup>	½ CUP	½ CUP	¾ CUP	¾ CUP
GRAINS <sup>6, 7</sup> WGR OR ENRICHED BREAD OR WGR OR ENRICHED BISCUIT, ROLL, MUFFIN, ETC. OR WGR, ENRICHED, OR FORTIFIED COOKED BREAKFAST CEREAL <sup>8</sup> , CEREAL GRAIN, AND/OR PASTA OR WGR, ENRICHED, OR FORTIFIED READY-TO-EAT BREAKFAST CEREAL (DRY COLD) <sup>8, 9</sup> FLAKES OR ROUNDS PUFFED CEREAL GRANOLA	½ SLICE ½ SERVING ¼ CUP  ½ CUP ¾ CUP ⅞ CUP	½ SLICE ½ SERVING ¼ CUP  ½ CUP ¾ CUP ⅞ CUP	1 SLICE 1 SERVING ½ CUP  1 CUP 1¼ CUP ¼ CUP	1 SLICE 1 SERVING ½ CUP  1 CUP 1¼ CUP ¼ CUP
M/MA LEAN MEAT, FISH, OR POULTRY OR TOFU, SOY PRODUCT, OR ALTERNATE PROTEIN PRODUCTS <sup>11</sup> OR CHEESE OR EGG (LARGE) OR YOGURT, PLAIN OR FLAVORED, UNSWEETENED OR SWEETENED <sup>14, 16</sup> OR COOKED DRY BEANS OR DRY PEAS <sup>12</sup> OR PEANUT BUTTER, SOY NUT BUTTER, OR OTHER NUT OR SEED BUTTERS OR PEANUTS, SOY NUTS, TREE NUTS, OR SEEDS	½ OZ ½ OZ ½ OZ ½ EGG ¼ CUP ⅞ CUP 1 TBSP ½ OZ	½ OZ ½ OZ ½ OZ ½ EGG ¼ CUP ⅞ CUP 1 TBSP ½ OZ	1 OZ 1 OZ 1 OZ ½ EGG ½ CUP ¼ CUP 2 TBSP 1 OZ	1 OZ 1 OZ 1 OZ ½ EGG ½ CUP ¼ CUP 2 TBSP 1 OZ

<sup>1</sup> Offer versus serve is an option for at-risk afterschool participants only.

<sup>2</sup> Age group applies to at-risk programs and emergency shelters. Larger portion sizes than specified may need to be served to children ages 13–18 to meet their nutritional needs.

<sup>3</sup> Must serve unflavored whole milk to children age one. Must serve unflavored low-fat (1 percent) or unflavored fat-free (skim) milk for children ages 2–5. Must serve unflavored low-fat (1 percent), unflavored fat-free (skim), or flavored fat-free (skim) milk to children six years and older.

<sup>4</sup> Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.

<sup>5</sup> M/MA may be used to meet the entire grains requirement a maximum of three times a week for breakfast. One oz of M/MA is equal to 1 oz eq of grains.

<sup>6</sup> At least one serving per day, across all eating occasions, must be WGR. Grain-based desserts do not count towards meeting the grains requirement.

<sup>7</sup> Beginning October 1, 2019, oz eq are used to determine the quantity of creditable grains.

<sup>8</sup> Breakfast cereals must contain no more than 6 g of sugar per dry oz (no more than 21.2 g sucrose and other sugars per 100 g of dry cereal).

<sup>9</sup> Beginning October 1, 2019, the minimum serving size specified in this section for ready-to-eat breakfast cereals must be served. Until October 1, 2019, the minimum serving size for any type of ready-to-eat breakfast cereals is ¼ cup for children ages 1–2; ½ cup for children ages 3–5; and ¾ cup for children ages 6–18.

<sup>10</sup> A vegetable may be used to meet the entire fruit requirement. When two vegetables are served at lunch or supper, two different types of vegetables must be served.

<sup>11</sup> Alternate protein products must meet the requirements in Appendix A per 7 CFR, Section 226.20.

<sup>12</sup> Cooked dry beans or dry peas may be used as a meat alternate or as a vegetable component; but **cannot** be counted as both components in the same meal.

<sup>13</sup> No more than 50 percent of the requirement shall be met with nuts (peanuts, soy nuts, tree nuts) or seeds. Nuts or seeds shall be combined with another M/MA to fulfill the requirement. To determine combinations, 1 oz of nuts or seeds is equal to 1 oz of cooked lean meat, poultry, or fish.

<sup>14</sup> Yogurt must contain no more than 23 g of total sugars per 6 oz.

<sup>15</sup> Juice cannot be served when milk is served as the only other component.

<sup>16</sup> Commercially added fruit or nuts in flavored yogurt cannot be used to satisfy the second component requirement in snacks.



**Child and Adult Care Food Program  
Meal Pattern for Adults: Schedule B  
NSD 7050 B**

<b>Breakfast</b>		
<b>Milk<sup>1</sup>, Fluid (fl)</b>	<b>Milk<sup>1</sup>, fl</b>	1 cup <sup>2</sup>
<b>Vegetable/Fruit<sup>3</sup></b>	<b>Vegetables/Fruits<sup>3</sup>, or portions of both</b>	½ cup
<b>Grains {ounce (oz) equivalent (eq)}<sup>4, 5, 6</sup></b>	<ul style="list-style-type: none"> <li>Whole grain-rich (WGR) or enriched bread</li> <li>WGR or enriched bread product, such as rolls, muffins, or biscuits</li> <li>WGR, enriched or fortified cooked breakfast cereal<sup>7</sup>, cereal grain, and/or pasta</li> <li>WGR, enriched or fortified ready-to-eat breakfast cereal (dry, cold)<sup>7, 8</sup> <ul style="list-style-type: none"> <li>Flakes or rounds</li> <li>Puffed cereal</li> <li>Granola</li> </ul> </li> </ul>	2 slices 2 servings  1 cup  2 cup 2½ cup ½ cup
<b>Lunch or Supper</b>		
<b>Milk<sup>1</sup>, fl</b>	<b>Milk<sup>1</sup>, fl (lunch only—milk is not required for supper)</b>	1 cup <sup>2</sup>
<b>Vegetable<sup>3</sup></b>	<b>Vegetables<sup>3</sup></b>	½ cup
<b>Fruit<sup>3, 9</sup></b>	<b>Fruits<sup>3, 9</sup></b>	½ cup
<b>Grains (oz eq)<sup>4, 6</sup></b>	<ul style="list-style-type: none"> <li>WGR or enriched bread</li> <li>WGR or enriched bread product, such as rolls, muffins, or biscuits</li> <li>WGR, enriched, or fortified cooked breakfast cereal<sup>7</sup>, cereal grain, and/or pasta</li> </ul>	2 slices 2 servings 1 cup
<b>Meat/Meat Alternates (M/MA)<sup>10</sup></b> Lean Meat, Fish, Poultry (edible portion) or one of the following:	<ul style="list-style-type: none"> <li>Lean meat, fish, poultry</li> <li>Tofu, soy product, or alternate protein product<sup>11</sup></li> <li>Cheese</li> <li>Yogurt, plain or flavored, sweetened or unsweetened<sup>12</sup></li> <li>Egg (large)</li> <li>Cooked dry beans or peas</li> <li>Peanut butter, soy nut butter, other nut or seed butters</li> <li>Peanuts, soy nuts, tree nuts, seeds, or whole roasted peas</li> </ul>	2 oz 2 oz 2 oz 1 cup or 8 oz 1 egg ½ cup 4 tablespoon (tbsp) 1 oz = 50%
<b>AM or PM Snack (select two different food components)</b>		
<b>Milk<sup>1</sup>, fl</b>	<b>Milk<sup>1</sup>, fl</b>	1 cup
<b>Vegetable<sup>3</sup></b>	<b>Vegetables<sup>3</sup></b>	½ cup
<b>Fruit<sup>3</sup></b>	<b>Fruits<sup>3</sup></b>	½ cup
<b>Grains (oz eq)<sup>4, 6</sup></b>	<ul style="list-style-type: none"> <li>WGR or enriched bread</li> <li>WGR or enriched bread product, such as rolls, muffins, or biscuits</li> <li>WGR, enriched, or fortified cooked breakfast cereal<sup>7</sup>, cereal grain, and/or pasta</li> <li>WGR, enriched, or fortified ready-to-eat breakfast cereal (dry, cold)<sup>7, 8</sup> <ul style="list-style-type: none"> <li>Flakes or rounds</li> <li>Puffed cereal</li> <li>Granola</li> </ul> </li> </ul>	1 slice 1 serving  ½ cup  1 cup 1¼ cup ¼ cup



**Child and Adult Care Food Program  
Meal Pattern for Adults: Schedule B  
NSD 7050 B**

<p><b>M/MA<sup>10</sup></b> Lean Meat, Fish, Poultry or one of the following:</p>	<ul style="list-style-type: none"> <li>• Lean meat, fish, poultry</li> <li>• Tofu, soy product, or alternate protein product<sup>11</sup></li> <li>• Cheese</li> <li>• Yogurt, plain or flavored, sweetened or unsweetened<sup>12</sup></li> <li>• Egg (large)</li> <li>• Cooked dry beans or peas</li> <li>• Peanut butter, soy nut butter, other nut, or seed butters</li> <li>• Peanuts, soy nuts, tree nuts, seeds, or whole roasted peas</li> </ul>	<p>1 oz 1 oz 1 oz ½ cup or 4 oz ½ egg ¼ cup 2 tbsp 1 oz</p>
---	--	---

Participants may be served larger portions but shall not be served less than the minimum quantities specified.

**Definitions**

**1. Milk:** Serve 1 cup (8 oz) of fl milk as a beverage or on cereal.

- Fluid milk is defined as pasteurized, unflavored or flavored, fat-free, low-fat, or reduced-fat milk.
- Acidified milk, cultured buttermilk, or lactose-reduced milk may also be served.
- All milk must be fortified with vitamins A and D and meet state and local standards.
- Milk is an optional food component at supper.
- Six oz (weight) or ¾ cup (volume) of yogurt may be used to meet the equivalent of 8 oz of fl milk once per day when yogurt is not served as a meat alternate in the same meal.
- Other substitutions for milk must be medically prescribed.

**2. Cup:** For purposes of the requirements outlined, a cup means a standard measuring cup, liquid or dry, as appropriate to meet the requirement for two components.

**3. Vegetable or Fruit:** Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.

**4. Grains/Breads:** At least one serving per day, across all eating occasions, must be WGR. Grain-based desserts do not count toward meeting the grains requirement.

**5. M/MA** may be used to meet the entire grains requirement at breakfast a maximum of three times a week. One oz of M/MA is equal to 1 oz equivalent of grains.

**Child and Adult Care Food Program  
Meal Pattern for Adults: Schedule B  
NSD 7050 B**

6. Beginning October 1, 2019, oz eq are used to determine the quantity of credible grains.
7. Breakfast cereals must contain no more than 6 grams (g) of sugar per dry oz (no more than 21.2 g sucrose and other sugars per 100 g of dry cereal).
8. Beginning October 1, 2019, the minimum serving size specified in this section for ready-to-eat breakfast cereals must be served. Until October 1, 2019, the minimum serving size for any type of ready-to-eat breakfast cereal is 1½ cups for adults.
9. **Vegetable or Fruit for Lunch or Supper:** A vegetable may be used to meet the entire fruit requirement. When two vegetables are served at lunch or supper, two different types of vegetables must be served.
10. **M/MA:** The M/MA component group is an option at the breakfast meal.
  - No more than 50 percent of the requirement shall be met with nuts or seeds.
  - Nut or seed butter may satisfy 100 percent of the requirement.
  - Whole nuts or seeds shall be combined with another M/MA to fulfill the requirement.
  - When determining combinations, 1 oz of nuts or seeds is equal to 1 oz of cooked lean meat, poultry, or fish; ¼ cup of cottage cheese is equal to 1 oz of meat alternate; ½ cup of yogurt is equal to 1 oz of M/MA.
11. Alternate protein products must meet the requirements in Appendix A of Title 7, *Code of Federal Regulations* (7 CFR), Section 226.20.
12. Frozen yogurt and other nonstandard yogurts are not creditable products and may not be used to satisfy any component requirement in a reimbursable meal. Yogurt must contain no more than 23 g of total sugars per 6 oz.

**Child and Adult Care Food Program  
Meal Pattern for Adults: Schedule B  
NSD 7050 B**

**Offer versus Serve**

Adult day care centers may use the offer versus serve (OVS) option for breakfast, lunch, and supper. The OVS option allows participants to refuse some of the food items required while still allowing those meals to be claimed for reimbursement. Under OVS, each adult care center shall offer its participants all of the required food components as set forth in the requirements for meals (7 *CFR*, Section 226.20). However, at the discretion of the adult day care center, participants may be permitted to decline the following:

- Breakfast: Participants may decline one serving of the four food items (one serving of milk, one serving of vegetable or fruit, or two servings of bread or bread alternate)
- Lunch: Participants may decline two servings of the six food items (one serving of milk, two servings of vegetable or fruit, two servings of bread or bread alternate, or one serving of M/MA)
- Supper: Participants may decline two servings of the five food items (two servings of vegetables and/or fruit, two servings of bread or bread alternate, or one serving of M/MA)

The price of a reimbursable meal shall not be affected if an adult participant declines a food item.

## NONDISCRIMINATION STATEMENT

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the agency (state or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at 800-877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form (AD-3027), found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html) and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call 866-632-9992. Submit your completed form or letter to USDA by:

- (1) Mail: U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410
- (2) Fax: 202-690-7442
- (3) E-mail: [program.intake@usda.gov](mailto:program.intake@usda.gov)

This institution is an equal opportunity provider.



## CCEE DTA Meeting Nov 19, 2024

### Data from Dashboard

We ask that you please be prepared to share the latest (local) performance outcomes connected with your DA area of focus for the identified student groups

- African American
- Foster Youth
- Students Experiencing Homelessness
- Students with Disabilities

**The following are the guiding questions for our DTA Check-in:**

#### PLCs

1. What is working well with the differentiated assistance support your district engaged in to support the area of focus?
  - a. Solution Tree associates going to school sites. Focused on the four Dufour questions.
  - b. PD with Dr. Fisher on Teacher Clarity, Learning Intentions, Close Reading Strategies, and Success Criteria
  - c. Work with Dr. Wetzel on essential standards in math and ELA, and learning progressions
  - d. Grading Committee with Ken O'Connor
    - i. Standards based report cards
2. What measure demonstrates the system is effectively achieving these outcomes?
  - a. CAASPP Score improvements in ELA and math: 2024 Dashboard
  - b. Benchmark assessments: Star Early Lit, Star Reading and math, iReady math and ELA for grades 2-5
  - c. Improved College and Career Readiness: 2024 Dashboard
  - d. Increased number of students who are dually enrolled
3. What challenges has the team encountered during this time?
  - a. Time is an issue as we do not have regular minimum days for PLC's weekly. Teachers have been offered extra-duty pay to meet before or after school.
  - b. Effective immediately, 30 minutes of regular PLC meetings will be dedicated to integrated ELD
4. What next actions will get you to where you want to go?
  - a. Stay the course: continue ongoing work with Solution Tree, Dr. Fisher, Dr. Wetzel, and AVID training

- b. Effective immediately, 30 minutes of regular PLC meetings will be dedicated to integrated ELD

## PBIS

- 5. What is working well with the differentiated assistance support your district engaged in to support the area of focus?
  - a. Achiever trips focused on attendance, behavior, and academics
  - b. We have narrowed our focus to PBIS and PLCs
  - c. Character Strong program
  - d. Hope Squad
  - e. SEL groups
  - f. Parent workshops and open forums
  - g. Parent Community Center
  - h. All admin have been trained in alternative to suspension and restorative practices
  - i. Alternative to Suspension program at TMS and RHECC
  - j. CPI training
- 6. What measure demonstrates the system is effectively achieving these outcomes?
  - a. Decreased suspension rate: 2024 Dashboard
  - b. Decreased chronic absenteeism: 2024 Dashboard
  - c. Improved graduation rates: 2024 Dashboard
- 7. What challenges has the team encountered during this time?
  - a. Lack of availability for whole district PD
  - b. Teacher buy in
  - c. Full implementation
- 8. What next actions will get you to where you want to go?
  - a. Continued PD
    - i. Classroom management training with ongoing coaching
  - b. Set up student stores on every campus



**Independent Study Master Agreement**  
**School Year:** \_\_\_\_\_

Student Name: \_\_\_\_\_

ID Number: \_\_\_\_\_ Grade: \_\_\_\_\_

**OBJECTIVES, COURSE CREDITS:**

The following subject areas may be attempted during the term of this agreement, provided, however, that the student's complete and updated course of study is reflected in the school's student information system and is incorporated herein. Upon completion of this agreement, the student will earn full academic and attendance credit for their enrolled courses below.

Course Name/Subject	Grade	Comments(s)	Credits
Contract Duration dates (start to finish of contract):			

Short-Term independent Study = 15 school days or less, and contracts may be signed at any point during the school year.

Long-term independent study = 16 school days or more, and contracts are required to be signed prior to the commencement of independent study.

If student satisfactorily completes any of the above courses before the ending date of this Master Agreement, one or more courses may be added to the Master Agreement through additional Course Supplemental Agreements, which are signed by the student, student's parent/guardian/caretaker as applicable, supervising teacher, and any other persons with direct responsibility for providing assistance to the student.

For elementary students, as long as the student has completed work in a satisfactory manner as determined by the student's teacher, student will advance to next grade level.

## **STUDENT**

### **I UNDERSTAND THAT:**

- INDEPENDENT STUDY is an optional educational alternative that I have voluntarily selected. I understand that concurrent enrollment is not allowed in the Southern Kern Unified School District's other schools.
- By agreeing to this independent study contract, I have not waived any rights as a student, and I am entitled to appropriate SOUTHERN KERN UNIFIED SCHOOL DISTRICT services and resources.
- I must follow the rules and standards in the discipline code of the SOUTHERN KERN UNIFIED SCHOOL DISTRICT.
- I must remain at home during normal school hours and not be in public places without parental supervision.
- Visitation on any other school campus requires permission from that school.

### **I AGREE TO:**

- Be supervised by \_\_\_\_\_ and/or other authorized personnel.
- Meet regularly with assigned staff member and /or supervisor. The frequency, date, time and location will be determined by my course contract or equivalent. I realize that it is my responsibility to promptly reschedule any appointment missed due to any

emergency and I understand that failure to complete work at a satisfactory level will result in a review of my continuation in INDEPENDENT STUDY.

- IT IS MY RESPONSIBILITY TO OBTAIN TRANSPORTATION TO SCHEDULED MEETINGS. I UNDERSTAND THAT LACK OF TRANSPORTATION TO THE SCHOOL SITE IS NOT AN ACCEPTABLE REASON FOR FAILING TO MEET WITH MY TEACHER AND/OR SUPERVISOR TO SUBMIT MY COMPLETED ASSIGNMENTS.

- Complete my assigned work and achieve at least the minimum performance requirements of the course of study. I understand that passing, which is based on mastery of learning, can only occur after I have successfully completed an activity and it has been evaluated.

*PARENT / GUARDIAN:*

I UNDERSTAND THAT THE MAJOR OBJECTIVE OF INDEPENDENT STUDY IS TO PROVIDE A VOLUNTARY EDUCATIONAL ALTERNATIVE FOR MY SON/DAUGHTER. I AGREE TO THE ABOVE CONDITIONS LISTED UNDER "STUDENT." I ALSO UNDERSTAND THAT:

- Individual course objectives are consistent with and evaluated in the same manner that they would be if my child were enrolled in a traditional school program.
- No individual with disabilities (as defined in Ed Code 56026) may participate in Independent Study unless his/her Individualized Education Program (IEP) specifically provides for such participation.
- I am liable for the cost of replacement or repair for willfully damaged or destroyed books and other school property checked out to my child.
- A teacher will meet with my son/daughter on a regular basis to direct and measure progress. The time and location of meetings with the teacher or supervisor will be determined by the teacher in consultation with me and my child.
- IT IS MY RESPONSIBILITY TO PROVIDE ANY NEEDED TRANSPORTATION FOR MY SON/DAUGHTER.
- I am responsible for the supervision of my child while he/she is completing the assigned work and/or submitting all completed assignments necessary for evaluation.
- I have the right to appeal to the Principal/Designee any decision about my child's placement or school program according to SOUTHERN KERN UNIFIED SCHOOL DISTRICT procedures.

\*Any Changes initiated by teacher, student and parent will be reflected on attached addendum.



*AGREEMENT: WE HAVE READ ALL PAGES OF THIS AGREEMENT AND HEREBY AGREE TO ALL CONDITIONS SET FORTH WITHIN. ANY CHANGES TO THE MASTER AGREEMENT INITIATED BY TEACHER, STUDENT, PARENT, AND/OR SCHOOL ADMINISTRATION WILL BE DONE THROUGH AN ADDENDUM TO THIS SIGNED MASTER AGREEMENT.*

**METHODS OF STUDY:**

Specific methods of study for the student may include: Independent Reading, Textbook Activities, Problem Solving, Web/Internet Research, Library Research, and/or Field Trips. In addition, SKUSD will provide opportunities for synchronous instruction to the student in accordance with applicable law.

**METHODS OF EVALUATING STUDENT WORK :**

Acceptable methods of evaluation may include, but are not limited to: Assessments, Quizzes, Labs, Chapter/Unit Tests, Work Samples, and Presentations.

**SIGNATURES:**

Teacher: \_\_\_\_\_ Date: \_\_\_\_\_

Computer/Books assigned \_\_\_\_\_ Date: \_\_\_\_\_

Computer/Books turned in \_\_\_\_\_ Date: \_\_\_\_\_

Teacher: \_\_\_\_\_ Date: \_\_\_\_\_

Computer/Books assigned \_\_\_\_\_ Date: \_\_\_\_\_

Computer/Books turned in \_\_\_\_\_ Date: \_\_\_\_\_

Teacher(s): \_\_\_\_\_ Date: \_\_\_\_\_

Computer/Books assigned \_\_\_\_\_ Date: \_\_\_\_\_

Computer/Books turned in \_\_\_\_\_ Date: \_\_\_\_\_

Teacher: \_\_\_\_\_ Date: \_\_\_\_\_

Computer/Books assigned \_\_\_\_\_ Date: \_\_\_\_\_

Computer/Books turned in \_\_\_\_\_ Date: \_\_\_\_\_

Teacher: \_\_\_\_\_ Date: \_\_\_\_\_

Computer/Books assigned \_\_\_\_\_ Date: \_\_\_\_\_

Computer/Books turned in \_\_\_\_\_ Date: \_\_\_\_\_

Teacher: \_\_\_\_\_ Date: \_\_\_\_\_

Computer/Books assigned \_\_\_\_\_ Date: \_\_\_\_\_

Computer/Books turned in \_\_\_\_\_ Date: \_\_\_\_\_

Teacher: \_\_\_\_\_ Date: \_\_\_\_\_

Computer/Books assigned \_\_\_\_\_ Date: \_\_\_\_\_

Computer/Books turned in \_\_\_\_\_ Date: \_\_\_\_\_

Special Education Teacher (if applicable): \_\_\_\_\_ Date: \_\_\_\_\_

Site Administrator: \_\_\_\_\_ Date: \_\_\_\_\_

Student: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian/Ed Rights Holder: \_\_\_\_\_ Date: \_\_\_\_\_

SKUSD will comply with the written independent study agreement signature requirements set forth in Education Code Section 51747(g)(9).

MEMORANDUM OF UNDERSTANDING AND AGREEMENT  
BY AND BETWEEN  
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
AND ITS ROSAMOND CHAPTER #587  
AND  
THE SOUTHERN KERN UNIFIED SCHOOL DISTRICT  
November 20, 2024

The following Memorandum of Understanding ("MOU") is entered into by and between the California School Employees Association and its Rosamond Chapter #587 ("CSEA") and the Southern Kern Unified School District ("District") collectively referred to as the "Parties" to this agreement. This MOU is intended to memorialize negotiations between the Parties concerning an increase of hours for the below bargaining unit position.

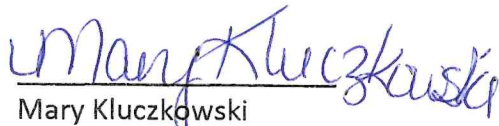
1. **SPED Paraeducator - The Parties agree that the hours for the SPED Paraeducator bargaining unit positions in the District shall be increased by .50 hours (6.0 to 6.5 hrs) per day (for those not currently 6.5 hrs). The incumbents shall remain in their position.**
2. **The increase in hours shall be effective December 1<sup>st</sup>, 2024.**
3. **The position shall remain at range O (\$18.03 - \$25.85/hr)**

By affixing their signatures to this MOU, the Parties acknowledge that the matter set forth herein is agreed. Disputes regarding this MOU shall be resolved via the Collective Bargaining Agreement grievance procedure. The signatories have represented that they are authorized representatives of the Parties to this MOU and that all actions necessary for the Parties to ratify and accept this MOU as a binding and bilateral agreement will be completed in a manner required by their respective internal policies and/or as required by law. More specifically, this MOU is subject to ratification pursuant to CSEA Policy 610 and subsequent Board approval.

It is so agreed:

Dated: November 20, 2024

CSEA:



Mary Kluczowski  
Chapter President  
Rosamond Chapter 587



Chris Fujioka  
Labor Relations Representative  
California Schools Employees Association

District:



Barbara Gaines  
Superintendent  
Southern Kern Unified School District



American Modular Systems  
787 Spreckels Avenue  
Manteca CA, 95336  
P 209.825.1921

November 19, 2024

Southern Kern Unified School District  
2601 Rosamond Boulevard  
Rosamond, CA 93560

**ATTN:** Barbara Gaines, Superintendent

**RE:** Proposal for (1) 48x40 Modular Locker Room Building at Rosamond High School

American Modular Systems (AMS) is pleased to provide our proposal for (1) 48x40 Modular Locker Room Building for Southern Kern USD – Rosamond HS, Early College Campus. Our pricing is based on the AMS 24x40 DSA PC-approved structure as basis of design, Flewelling & Moody Architects preliminary drawings dated 11/13/24 attached hereto, the provisions of the Santa Cruz City School District Facility Supply Services Contract, and the scope of work as outlined in Inclusions and Exclusions below. The omission of any item(s) not listed in the assumed scope shall not be construed to be included in this pricing. Should there be discrepancies between the preliminary drawings and the AMS Inclusions/Exclusions, the Inclusions/Exclusions shall prevail.

**Base Building(s):** DSA PC approved steel rigid frame construction, Type V non-rated construction, 20 lb roof load, concrete floor w/100 PSF floor load, 99 basic wind speed, 2022 CBC, Ss = 1.098 (estimated, *awaiting recent soils report*), Non-WUI, Climate zone 14, FOB 2925 Rosamond Blvd, Rosamond, CA 93560.

<b>(1) 48x40 Modular Locker Room Building – 1,920 sf</b>	<b>\$ 1,052,140.00</b>
(comprising of Boys Locker Room/RR, Girls Locker Room/RR and Offices)	
<b>Design &amp; Engineering</b>	<b>\$ 18,800.00</b>
<b>PROJECT TOTAL</b>	<b>\$ 1,070,940.00</b>

**Option Pricing:**

- |   |           |  |
|---|-----------|--|
| 1. Accelera HB flooring in lieu of AMS standard epoxy floor | -\$12,586 | Yes__ No <input checked="" type="checkbox"/> |
| 2. Accelera HC flooring in lieu of AMS standard epoxy floor | -\$ 7,192 | Yes <input checked="" type="checkbox"/> No__ |

**Terms:**

Monthly progress payment net 20 days. Quote good for 60 days. Design fees due at DSA submittal.

**Estimated Schedule (Assumes Over-The-Counter Submittal):**

- 11/22/24 Receive Signed Proposal or PO
- 1/20/25 AMS DSA drawings ready
- 2/17/25 DSA Approval \*Estimated
- 5/19/25 Delivery (in event that AMS cannot deliver by this date, August 2025 completion is not possible)
- August 2025 Substantial Completion

The Project Schedule is an estimation contingent upon building material availability as well as agency approval requirement(s) and is subject to change. The materials listed are based on the understood availability at the time this proposal was generated and may be substituted or altered by AMS in order to maintain the project schedule.

**Attachments:**

Flewelling & Moody Architects preliminary drawings dated 11/13/24



AMERICANMODULAR.COM



**NOTES:**

- All pricing is based on plan submission in Q1 2025 and substantial completion by August 2025. Building delivery beyond Summer 2025 may result in price escalation contingent upon construction material costs. To ensure a timely building delivery please coordinate a project milestone schedule with AMS within 15 days upon acceptance of this proposal;
- All ideas, concepts and/or files are to be considered instruments of services and intellectual property of AMS. These documents, drawings, and specifications may not be reproduced, transmitted, copied, or distributed for bidding or construction purposes for any contractor other than AMS except as expressly permitted by written agreement with AMS;
- Architect drawings/renderings are for conceptual reference only. Final design and layout by AMS;
- All items listed in project inclusions are based on AMS factory specifications unless specifically noted otherwise;
- No re-use of PC will be permitted;
- 2" Slurry in crawlspace is mandatory for enhanced air quality;
- Below Grade Concrete foundation system design and engineering only, per PC design by AMS to include a rodent barrier (slurry), 16"-18" crawl space, cast-in-place vent/access wells with metal grates/frames and embeds. Final design subject to soils report. If installation by others, AMS is not responsible for quality of installation, inspections, nor acceptance of foundation. Any review performed by AMS shall be considered a courtesy to assist with the overall project success and does not remove the contractor's responsibility to comply with plans and specifications. Contractor performing foundation installations is responsible to ensure foundation is completed per plans, specifications, and meets tolerances for modular buildings as described in AMS drawings. In the event engineering is required to accommodate errors or omissions, rework or additional coordination/engineering, all expenses shall be reimbursed to AMS. In addition, a \$1,500 per hour back charge will occur if a delay due to grinding, leveling, etc... is required at time of installation;
  - Subcontractor performing Concrete foundation installation must meet the following qualifications:
    - A minimum of 5 years continuous and current experience installing modular (pit set) foundations.
    - A minimum of 5 years continuous and current experience with Public Works projects specific to education.
    - A minimum of 5 years continuous and current experience working on Division of State Architect (DSA) approved and inspected projects.
- Concrete Foundation Embeds – Per DSA approved AMS PC design, Foundation Embeds are required for all concrete foundations as designed by AMS. If concrete foundations are by other than AMS, embeds may be purchased directly by contractor. If foundations by AMS, Embeds are to be included. Embeds must be inspected by a DSA approved welding inspector in accordance with project approved Testing and inspections and per AMS DSA approved drawings;
- Concrete Foundation Exclusions – site demolition, foundation pad excavation, vents grates/frames, embeds, import/export soils, surveying, site improvements, underground hazards, crawl space drainage, dry wells, slurry seal, backfilling/compaction, unforeseen conditions;
- District must provide an ALL WEATHER truck accessible level/compacted prepared pad. The pad shall be a maximum of 6" from grade level measured diagonally along long axis. All sites exceeding 6" shall be charged on a site-by-site basis;
- AMS provides non-operable windows as standard for all projects unless otherwise coordinated. All projects per AMS standard PC guidelines, manufacturing methods, finishes and fixtures. AMS does not include direction and/or design for options not included in our scope unless otherwise stated or coordinated prior;
- Point of Connection Drawings (POC) as coordinated with the District and design team, supersedes any previous drawings and/or communications regarding POC's, including the DSA approved drawings. The locations and sizing reflected on the POC sheet are the responsibility of the Architect of Record to provide to the appropriate on-site contractors for coordination and execution;
- All AMS products are to be considered relocatable at any future date after the initial installation;
- All site labor non-union prevailing wage;
- Modules being stored at factory over 90 days from completion of manufacturing will be subject to storage fees and required maintenance on a T&M basis.



Thank you for the opportunity to provide our proposal. Should you have any questions, please contact Corey Ptaszynski at (562) 208-8765 or via email at [corey.p@amerianmodular.com](mailto:corey.p@amerianmodular.com). If accepted, please sign below accepting the standard terms and conditions of our Santa Cruz City Schools Facility Supply Services Contract, and per the descriptions listed below.

**Accepted By:**

**Southern Kern Unified School District**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

--CP

**American Modular Systems, Inc.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## INCLUSIONS:

### BUILDING ENVELOPE

- 2022 CBC
- Engineering & design per AMS PC
- Standard delivery/setup
- Steel moment frame DSA PC basis of design
- AMS standard 22ga standing seam *custom color to match (best effort) Garland Heritage Red* metal roof, 2:12 dual slope, R-30 insulation
- Pre-finished metal fascia to match roof color
- 5" thick concrete floor over galvanized metal deck w/100# load
- 2x6 wood studs exterior walls w/R-19 insulation
- Concrete foundation Design Only – PC based with 12" footings and 18" crawl space (soils report provided at proposal time was outdated and could not be used)

### EXTERIOR

- AMS factory-applied Hybrid Stucco system w/acrylic finish (vertical surfaces only) (integral color and painted – paint further described below for all of building)
- (4) 3070 hollow metal exterior doors 14ga doors w/14ga welded frames with district standard door hardware and accessories per specs sent by AOR 11/8/24
- AMS standard paint with 5-color paint scheme - (3) body colors and 1 door and 1 trim
- AMS Standard 4' overhangs at front and rear and no side overhangs
- Enclosed soffits (non-grooved Duratemp)
- AMS standard gutters & 2"x3" 16ga tube steel downspouts, painted to match bldg stucco colors

### INTERIOR

- 2x4 non-rated full height wood studs interior walls per attached drawings
- (4) 3070 solid core veneer wood interior door w/clear birch finish w/hollow metal KD frames and with district standard door hardware and accessories per specs sent by AOR 11/8/24, per attached floor plan
- (4) 3070 solid core veneer wood interior door w/clear birch finish and ½ vision lite w/hollow metal KD frames and with district standard door hardware and accessories
- AMS standard fixed aluminum frame interior windows per attached drawings in Coaches rooms
- 9' painted hardlid ceiling in Restrooms, Locker Rooms and Showers
- 9' Suspended T-Bar ceiling w/AMS standard Armstrong 2'x4' and 2'x2' lay-in mineral board ceiling tiles in Coaches Rooms and Equipment
- AMS standard full-height 4.5"x4.5" semi-gloss ceramic wall tiles, Dal-tile or equal, with two colors/ one pattern for tiles and AMS standard custom color grout at Showers.
- Sequentia full-height FRP wall panels, AOR to choose from full range of colors later in Boys Restroom, Girls Restroom, Staff Restrooms, Equipment and exposed wall areas in Locker Rooms and Coaches Rooms
- AMS standard epoxy floor with 4" coved base throughout except...
- Sealed concrete floor in Equipment Rooms per drawings and..
- AMS standard Florestone model 400 Barrier-Free Terrazzo shower receptacle, or equal, with 2"x2" semi-gloss ceramic tiles, two colors/ one pattern in both Showers
- Hiny Hiders toilet partitions with wall and floor mounted bracing by Scranton products or equal and continuous wall brackets rated for schools, as shown on drawings
- AMS standard toilet accessories – mirrors, grab bars, recessed Bobrick B-4388 TP dispensers
- 3" wide slats vertical vinyl blinds for all windows in Coaches Rooms by Levolor or equal, color to be selected by architect

### MECHANICAL

- AMS Standard all-electric 3-phase **Bard** exterior wall-hung HVAC units. All spaces to be conditioned except Equipment, Showers and Single-Occupation Restrooms
- AMS standard Merv 13-pleated air filters
- Exhaust fans only in single occupancy restrooms and showers

- *Box and conduit ONLY* for Commercial grade Pelican *thermostats* (Pelican thermostats to be provided and installed by others, including gateway/integration to EMS system)
- Standard ducted supply and return registers

#### LIGHTING, ELECTRICAL, DATA

- AMS standard LED recessed 2x4 and 2x2 troffer interior lighting
- AMS standard Occupancy sensors and dimmable light switches
- AMS standard exterior light fixture at each exterior door (1) on each side of building for a Total of (6)
- Three phase interior wall electrical sub-panels stubbed below floor (energized by others)
- ¾" min diameter on all wall conduit, 1-1/2" diameter conduit for fire alarm
- ¾" conduit with 90 degree sweep at top of wall and 4S box with single gang mud ring for security keypad (security keypad(s) supplied and installed by others)
- Duplex and data receptacles in Coaches rooms – layout to be provided by AOR, quantity per AMS PC
- All low voltage conduits in-wall only stubbed to above ceiling, per locations provided by AOR – allowance of 1" conduit at each location, quantity per approved PC
- Interior GFCI receptacles
- (8) Exterior j-box with weatherproof cover plate and 1" conduit stubbed into attic for future security camera by others

#### PLUMBING

- Provide heat tape at all water lines
- AMS standard wall hung lavatories and Chicago push button metered faucets --insulate all exposed hot & cold water and waste piping below lavatories
- AMS standard wall mounted flush valve water closets
- Type K copper water supply
- (2) AMS standard interior hose bibs w/locking cover
- ABS plumbing waste manifold
- (8) AMS standard Floor drains with trap primer and ADA compliant grate. All subfloor supply lines to be insulated to protect against freezing
- (2) AMS standard Haws heavy duty galvanized in-wall mounted stainless steel and anti-freeze hi-lo drinking fountains with antimicrobial copper push button
- (2) Total (one each half of building) AMS standard all-electric 30-gallon AO Smith, or equal, water heaters in full height WIC cabinet

#### GENERAL FEATURES/ITEMS

- Semi-recessed fire extinguisher w/cabinet
- AMS Standard P-lam cabinets, countertops and backsplash by Wilsonart or equal, custom grade Woodwork Standards with locks:
  - (4) WI 552 tall cabinets
  - (6) WI 402 tall cabinets
  - (4) WI 651 base cabinets
- Blocking and power only for (1) IDF cabinet per provided district spec in Equipment Room
- Project / contract supervision
- Foundation flashing
- Sales tax
- AMS one-year warranty
- Standard craning/rigging - crane charge – 120-ton, (1) mobilization per site
- Blocking and base *only* for lockers (lockers to be provided and installed by others)
- Blocking *only* for benches (benches to be provided and installed by others)



## **EXCLUSIONS:**

### **GENERAL SPECIFICATION, FEES, AND SITE REQUIREMENTS:**

- DSA approval, DSA plan fees, DSA inspection fees, DSA inplant/site inspection fees and lab testing
- HCD fees, site inspections/approvals
- Architect fees
- Union labor
- Skilled and trained workforce requirements
- Builders risk insurance
- Police escorts (if required)
- Traffic control / coordination and any associated fees
- Site security, including but not limited to staged modules, partially or fully installed modules, during course of construction, is not included
- Airport proximity STC compliance
- STC rated doors, walls, windows
- Any/all fire rated assemblies
- Extreme climate zone HVAC coordination
- Solar option design/approval
- LEED or CHPS requirements/certification/commissioning
- WUI compliance
- Gas lines
- Securing and paying for off-site staging area
- All costs associated with shuttling modules from off-site staging area to project site
- Protection of sidewalks/driveways/asphalt surfaces/landscaping/easements during building delivery
- Staging site damages due to unknown conditions
- Roof water testing/ door flood test/flood test
- Snow load design

### **FOUNDATION, FOUNDATION PREP:**

- Concrete foundations, foundation embeds, vent/access wells, drywells, site demolition/removal of existing parking lot, foundation pad/pit excavation, import/export soils, backfill and compaction (minimum of 5' around foundations), off-haul of spoils
- Steel foundation embed plates
- Condensate drain connections
- Foundation drains
- Connection of downspouts to storm drains
- Downspouts cleanouts provided by/installed by others
- Special engineered footing other than PC
- Surveying, site preparation/site improvements, building pad preparation
- Plans showing grades, benchmarks, maintenance of benchmarks, setbacks, finish floor heights, etc.
- Adequate all-weather vehicle/trades access to building pad (must be provided by District)
- soils testing, soils reports, geo hazard report/testing
- Special handling due to inaccessible site conditions
- Special / higher ton crane due to site constraints/access
- Retaining wall, design/re-design, replacement

### **EQUIPMENT AND DEVICES:**

- Fire alarm system
- Ramps / landings / railings / ramp transitions to grade
- Water flow test
- Roof ladder / hatches
- Roll-up doors
- Exterior/interior door stops

- Solatubes or other skylights/batteries
- Solar panels, battery storage
- Fire sprinkler system/risers
- Drinking fountain guardrails
- Generators
- Space heater, electric coil ceiling or wall heaters
- Single phase HVAC units and/or electrical panels
- Thermostats, gateways, repeaters

#### ELECTRICAL AND DATA:

- EMS systems, EMCS systems pathways and/or coordination
- Inter-connection between classrooms and EMS
- Load monitoring provisions
- Low voltage systems, motion detectors, intrusion/security systems, cameras, keypads, access controls
- Electronic door hardware including required prep
- Low voltage conduits in chases/attics
- Fire alarm conduits in attic
- Electrical sub-panel connections to main electrical distribution panels in crawl space, including pathway and conductors
- MDF / IDF cabinets, wires, devices or pathways, pull strings
- ALL signage (including architectural signage)
- Projection screens, projectors, TV/monitor brackets, CCTV
- Floor receptacles/data
- Lighting control system
- Hand dryers

#### SITE, FINAL CONNECTION, DRAINAGE AND PLUMBING:

- Full time supervision
- Temporary power/water/phone, job trailer, fencing, internet
- Dust control, project debris bin
- SWPPP
- Security, portable toilets, dumpster, storage
- Sidewalks, flatwork, curbs, mow strips, landscaping
- Utilities/connections
- RWL connections to underground
- Hand wash basin
- *Exterior* hose bibs
- Trenching and off haul under building for waste lines
- 10' on-site head test
- Floors sloped to drains (AMS only provides 18" radius around drain)

#### MISCELLANEOUS:

- Marker/white boards, smart boards, Teaching Walls, etc.
- Epoxy grouts, grout sealers
- Security screens, window/building awnings
- Appliances, furniture, equipment
- Soap/paper dispensers, toilet seat covers, paper towel dispensers, changing tables, feminine hygiene dispensers (all toilet accessories other than noted in Inclusions)
- Master keying
- Air balance reports/testing/commissioning
- Water chlorination testing/certification
- Conventional stucco exterior siding
- Side overhangs
- Professional cleaning



- Working evenings, weekends and/or holidays is not included
- Backpack racks, mop racks, cubbies
- Lockers and benches
- Coastal coatings
- Exterior windows
- Exterior Screen walls outside of locker room entrances (all scope, cannot be attached to modular building)
- Transom lites, side lites or vision lites in exterior doors
- Health department review or requirements
- Desk scope in the Coaches Rooms including any potential casework





**HEADQUARTERS OFFICE:**  
815 Colorado Blvd., Suite 200  
Los Angeles, CA 90041  
P 213.541.8300  
E-Mail: [info@antelopevalleyflorist.com](mailto:info@antelopevalleyflorist.com)

**ANTELOPE VALLEY OFFICE:**  
1025 West Lancaster Boulevard  
Lancaster, California 93534  
P 661.549.0711  
E-Mail: [info@antelopevalleyflorist.com](mailto:info@antelopevalleyflorist.com)

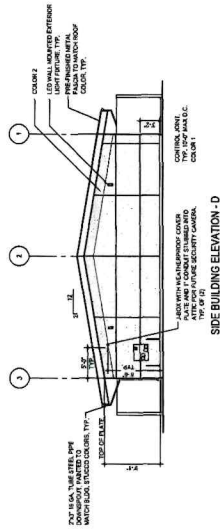


SOUTHERN KERN UNIFIED  
SCHOOL DISTRICT  
TROPICO MIDDLE SCHOOL  
EXPANSION PROJECT  
3180 MOJAVE TROPICO ROAD  
BOSAMON, CA 93660

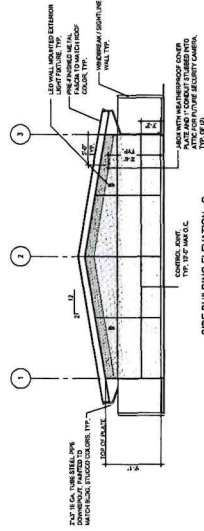
**BOYS AND GIRL'S LOCKER  
EXTERIOR ELEVATIONS**

2940,000

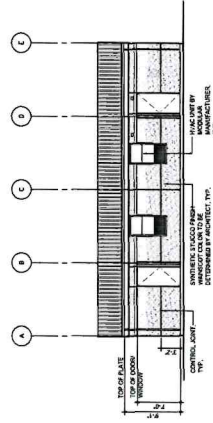
### A3.01



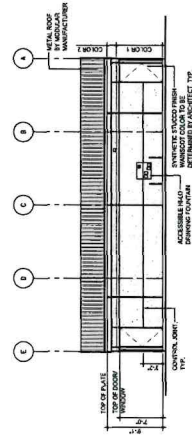
**SIDE BUILDING ELEVATION - D**



**SIDE BUILDING ELEVATION - C**



**SIDE BUILDING ELEVATION - B**



**SIDE BUILDING ELEVATION - A**

**TYP. LOCKER ROOM BUILDING  
EXTERIOR ELEVATIONS**

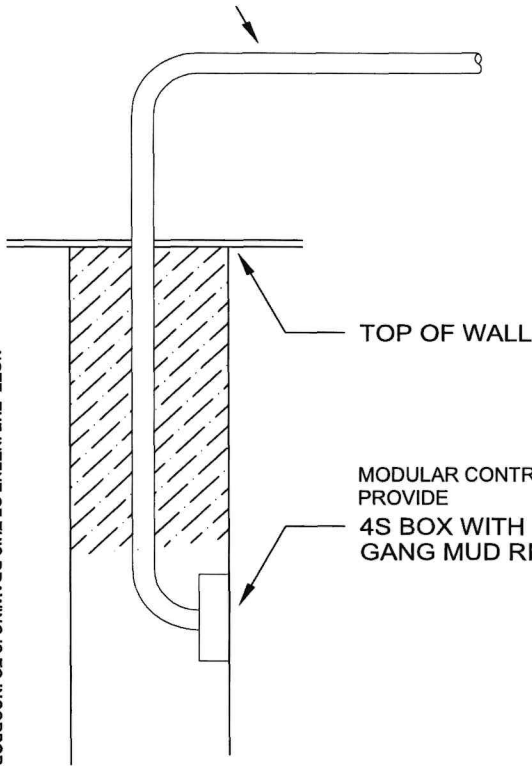






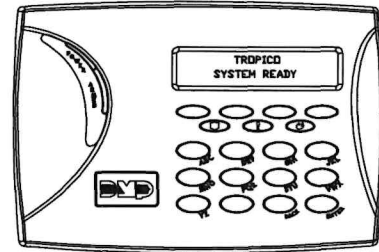
MODULAR CONTRACTOR SHALL PROVIDE  
3/4" CONDUIT WITH 90 DEG. SWEEP

NOTE: THE INTENT OF THIS DRAWING IS TO INCORPORATE THE WORK SHOWN HEREIN INTO  
THE CONTRACT. ALL WORK HEREIN INDICATED



MODULAR CONTRACTOR SHALL  
PROVIDE  
4S BOX WITH SINGLE  
GANG MUD RING

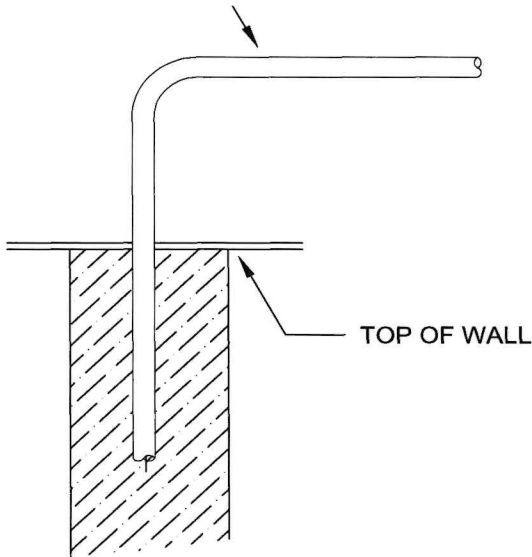
KEYPAD SHALL BE PROVIDED AND  
INSTALLED UNDER A SEPARATE  
CONTRACT. KEYPAD LOCATION  
SHALL BE LOCATED IN BLDG. 810.  
FINAL LOCATION SHALL BE  
COORDINATED WITH AOR PRIOR  
TO FABRICATION OF BLDG.  
MOUNTED ON  
4S BOX WITH SINGLE  
GANG MUD RING



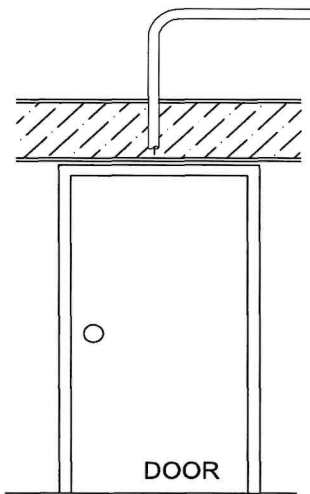
54"

FINISHED  
FLOOR

MODULAR CONTRACTOR SHALL PROVIDE  
3/4" CONDUIT WITH 90 DEG. SWEEP



TOP OF WALL



## BID CLARIFICATION NO.2

### SECURITY SYSTEM CONDUIT LAYOUT

WESTPARK ELEMENTARY PRE-K/TK PROJECT  
for  
SOUTHERN KERN UNIFIED S.D.  
3600 IMPERIAL AVENUE  
ROSAMOND, CA. 93560



FLEWELLING & MOODY  
architecture planning interiors

Petaluma - 323 543 8300

www.flewelling-moody.com

Lancaster - 661 949 0771

04-08-2024  
3045.000  
BC2.01

**BEFORE THE GOVERNING BOARD  
OF THE SOUTHERN KERN UNIFIED SCHOOL DISTRICT  
OF KERN COUNTY, STATE OF CALIFORNIA**

In the Matter of:

IMPOUNDMENT OF LOCAL TAX	)	
REVENUES TO ANTICIPATE PENDING	)	
CLAIMS AND/OR LITIGATION	)	RESOLUTION NO. 24-25-07
_____	)	

**WHEREAS**, the Auditor-Controller of the County of Kern has recently informed the District of potential adverse consequences to local tax and general fund monies of the District attributable to pending court action; and

**WHEREAS**, several claims are now pending before the Assessment Appeals Board which, if determined favorably to the taxpayer will substantially impact revenues of the District through a forced refund; and

**WHEREAS**, counsel has advised the Board that a school board may not defer repayment of a tax refund over an installment period of up to ten (10) years pursuant to Education Code section 35201 due to hardship or any other factor; and

**WHEREAS**, Education Code section 14240 authorizes this Board to direct the County Auditor to impound local tax revenues pending determination of court action or administrative tax protests is that such money remains outside the scope of further Board action pending resolution of the dispute.

**NOW, THEREFORE**, the Board resolves as follows:

1. The Superintendent is authorized and directed to develop a projection of the appropriate amount of money to be impounded in light of the above tax protests and court litigation.
2. The Superintendent shall report that amount to the Board and notify the County-Auditor-Controller of the exact dollar amount to be impounded and the day on which such impound is to be made.
3. The amount so impounded shall be derived entirely from anticipated local tax revenues. No part of the impounded funds shall come from the general reserve or current operating year monies of the district.

The foregoing resolution on motion of \_\_\_\_\_, and seconded by \_\_\_\_\_, was duly passed and adopted this 18<sup>th</sup> day of December, 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

BOARD OF TRUSTEES OF  
THE SOUTHERN KERN  
UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_  
Barbara Gaines, Superintendent

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

I **HEREBY CERTIFY** that the foregoing is a full, true, and correct excerpt from the Journal of the Board of Trustees of the Southern Kern Unified School District pertaining to the adoption of the foregoing Resolution at a regular meeting held on December 18, 2024.

\_\_\_\_\_  
Barbara Gaines, Superintendent  
Authorized Agent of the Board of Trustees of  
The Southern Kern Unified School District,  
County of Kern, State of California



KERN COUNTY  
AUDITOR-CONTROLLER-COUNTY CLERK  
ESTIMATE OF CONTINGENT LIABILITY  
AS OF 6/30/2024

AGENCY	FUND	APPEALS TAXES	APPEALS INTEREST*	TOTAL	IMPOUNDS	NET CONTINGENT LIABILITY
SOUTHERN KERN UNIFIED	82080	5,731,385.87	140,378.83	5,871,764.71	4,469,741.59	1,402,023.12

**RESOLUTION 24-25-08 OF THE GOVERNING BOARD OF THE  
SOUTHERN KERN UNIFIED SCHOOL DISTRICT REGARDING  
ANNUAL AND FIVE YEAR ACCOUNTING OF DEVELOPMENT FEES  
FOR 2023-2024 FISCAL YEAR  
IN THE FOLLOWING FUND OR ACCOUNT:  
FUND 25 CAPITAL FACILITIES FUND (the “Fund”)  
(Government Code sections 66001(d) & 66006(b))**

**1. Authority and Reasons for Adopting this Resolution.**

A. This District has levied school facilities fees pursuant to various resolutions, the most recent of which is dated August 17, 2022 and is referred to herein as the “School Facilities Fee Resolution” and is hereby incorporated by reference into this Resolution. These resolutions were adopted under the authority of Education Code section 17620. These fees have been deposited in the following fund or account:

FUND 25 CAPITAL FACILITIES FEES FUND (the “Fund”);

B. Government Code sections 66001(d) and 66006(b) require this District to make an annual accounting of the Fund and to make additional findings every five years if there are any funds remaining in the Fund at the end of the prior fiscal year;

C. Government Code sections 66001(d) and 66006(b) further require that the annual accounting of the Fund and those findings be made available to the public no later than December 27, 2024, that this information be reviewed by this Board at its next regularly scheduled board meeting held no earlier than 15 days after they become available to the public, and that notice of the time and place of this meeting (as well as the address at which this information may be reviewed) be mailed at least 15 days prior to this meeting to anyone who has requested it;

D. The Superintendent has informed this Board that a draft copy of this Resolution (along with Exhibits A and B which are hereby incorporated by reference into this Resolution) was made available to the public on December 2, 2024. The Superintendent has further informed this Board that notice of the time and place of this meeting (as well as the address at which this information may be reviewed) was mailed at least 15 days prior to this meeting to anyone who had requested it;

E. The Superintendent has also informed this Board that there is no new information which would adversely affect the validity of any of the findings made by this Board in its School Facilities Fee Resolution.

**2. What This Resolution Does.**

This Resolution makes various findings and takes various actions regarding the Fund as required by and in accordance with Government Code sections 66001(d) and 66006(b).

**3. Findings Regarding the Fund.**

Based on all findings and evidence contained in, referred to, or incorporated into this Resolution, as well as the evidence presented to this Board at this meeting, the Board finds each of the following with respect to the Fund for the 2023-2024 Fiscal Year:

A. In reference to Government Code section 66006(b)(2), the information identified in section 1 above is correct;

B. In further reference to Government Code section 66006(b)(2), this Board has reviewed the annual accounting for the Fund as contained in Exhibit A and determined that it meets the requirements set forth in Government Code section 66006(b)(1);

C. In reference to Government Code section 66001(d)(1)(A), and with respect only to that portion of the Fund for the fifth fiscal year following the first deposit into the account or fund, and every five years thereafter the purpose of the fees remaining unexpended at the end of the 2023-2024 Fiscal Year, is to finance the construction or reconstruction of school facilities necessary to reduce overcrowding caused by the development on which the fees were levied, which facilities are more specifically identified in Exhibit B;

D. In reference to Government Code section 66001(d)(1)(B), and with respect only to that portion of the Fund for the fifth fiscal year following the first deposit into the account or fund, and every five years thereafter remaining unexpended at the end of the 2023-2024 Fiscal Year, the findings and evidence referenced above demonstrate that there is a reasonable relationship between the fee and the purpose for which it is charged;

E. In reference to Government Code section 66001(d)(1)(C), and with respect only to that portion of the Fund for the fifth fiscal year following the first deposit into the account or fund, and every five years thereafter remaining unexpended at the end of the 2023-2024 Fiscal Year, all of the sources and amounts of funding anticipated to complete financing in any incomplete improvements identified as the use to which the fees are to be put are identified in Exhibit B;

F. In reference to Government Code section 66001(d)(1)(D), and with respect only to that portion of the Fund for the fifth fiscal year following the first deposit into the account or fund, and every five years thereafter remaining unexpended at the end of the 2023-2024 Fiscal Year, the approximate dates on which the funding referred to in paragraph E above is expected to be deposited into the appropriate account or fund is designated in Exhibit B; and

G. In reference to the last sentence of Government Code section 66001(d)(2), because all of the findings required by that subdivision have been made in connection with

the fees that were levied in paragraphs C-F above, the District is not required to refund any moneys in the Fund as provided in Government Code section 66001(e).

**4. Superintendent Authorized to Take Necessary and Appropriate Action.**

The Board further directs and authorizes the Superintendent to take on its behalf such further action as may be necessary and appropriate to effectuate this Resolution.

**5. Certificate of Resolution.**

I, \_\_\_\_\_, President of the Governing Board of the Southern Kern Unified School District of Kern County, State of California, certify that this Resolution proposed by \_\_\_\_\_, seconded by \_\_\_\_\_, was duly passed and adopted by the Board, at an official and public meeting this 18<sup>th</sup> day of December, 2024, by the following vote:

Names of Board Member(s)

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
President of the Board  
of the Southern Kern Unified School District  
of Kern County, California

**EXHIBIT A  
TO RESOLUTION REGARDING  
ANNUAL ACCOUNTING OF DEVELOPMENT FEES  
FOR FISCAL YEAR ENDING JUNE 30, 2024  
FOR THE FOLLOWING FUND OR ACCOUNT:  
FUND 25 CAPITAL FACILITIES FUND (the "Fund")**

Pursuant to Government Code section 66006(b)(1)(A)-(H) as indicated:

A. A brief description of the type of fee in the Fund:

Fund 25 Developer Fees in California is a specific type of development impact fee established to help finance public infrastructure and community improvements associated with new residential and commercial development projects. These fees are typically collected by school districts to ensure that new development contributes its fair share to the cost of ensuring adequate student housing on campus.

B. The amount of the fee.

\$4.79 per square foot of accessible space of residential construction;

\$0.78 per square foot of covered and enclosed space of commercial/industrial construction; subject to whether or not a particular project meets the requirements to be exempt from all of or part of these fees.

C. The beginning and ending balance of the Fund.

Beginning Balance 7/1/2023:	\$ 1,029,820.88
Ending Balance 6/30/2024:	\$ 883,796.15

D. The amount of the fees collected and the interest earned.

Fees Collected:	\$ 785,355.30
Interest Earned:	\$ 21,176.83



- E. An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.

Portable classrooms necessary to house student population that exceeds capacity of existing permanent classroom facilities available to the district:	\$155,338.20	16.53%
TMS Classroom Expansion:	\$82,662.46	8.80%
Westpark Relocatable Classroom Install	\$591,505.57	62.94%
AB 1200 Compliance	\$28,500.00	3.03%
Kern County Administration Fees	\$13,373.13	1.32%
Gym Floor Sanding & Recoat RHECC	\$63,500.00	6.76%
Gym Floor Recoat TMS	\$4,851.00	0.53%

- F. (i) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) subdivision (a) of section 66001, and the public improvement remains incomplete:

N/A

- (ii) An identification of each public improvement identified in a previous report pursuant to (i) and whether construction began on the approximate date noted in the previous report:

TMS Classroom Expansion 4/30/2025 – Construction is near completion. Await recertification of HVAC units before final retention payment made to contractor.

- (iii) For a project identified in (ii) for which construction did not commence by the approximate date provided in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction:

N/A

- G. A description of each inter-fund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an inter-fund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan:

N/A

- H. The amount of refunds made pursuant to subdivision (e) of section 66001 and any allocations pursuant to subdivision (f) of section 66001:

No refunds issued in 2023-2024.

**EXHIBIT B  
TO RESOLUTION REGARDING  
FIVE YEAR ACCOUNTING OF DEVELOPMENT FEES  
FOR FISCAL YEAR ENDING JUNE 30, 2024  
FOR THE FOLLOWING FUND OR ACCOUNT:  
FUND 25 CAPITAL FACILITIES FUND (the "Fund")**

Pursuant to Government Code section 66001(d)(1) and (2) as indicated:

(1) For the fifth fiscal year following the first deposit into the account or fund, and every five years thereafter, the local agency shall make all of the following findings with respect to only that portion of the Fund remaining unexpended at the end of the 2023-2024 Fiscal Year:

- A. The purpose of the fees is to finance the construction or reconstruction of school facilities necessary to reduce overcrowding caused by the development on which the fees were levied, which facilities are more specifically identified as follows:

Portable classrooms necessary to house student population that exceeds capacity of existing permanent classroom facilities available to the district:	\$155,338.20
TMS Classroom Expansion:	\$82,662.46
Westpark Relocatable Classroom Install	\$591,505.57

- B. The findings and evidence referenced above in the School Facilities Fee Resolution adopted by reference into Paragraph 1. A. of this Resolution demonstrate that there is a reasonable relationship between the fee and the purpose for which it is charged.

See section 3.D of Resolution \_\_\_\_\_

- C. The sources and amounts of funding anticipated to complete financing in any incomplete improvements identified in paragraph A above are as follows:

The remaining balance of fund 25 will go towards completion of the above projects.

- D. The approximate dates on which the funding referred to in paragraph C is expected to be deposited into the appropriate account of fund.

N/A

(2) When findings are required under 66001(d), they shall be made in connection with the public information contained in Exhibit A to this Resolution. The findings required by this subdivision need only be made for moneys in possession of the local agency and need not be made with respect to letters of credit, bonds, or other instruments taken to secure payment of the fee at a future date.