

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 prior to 7:00 p.m.

Wednesday,
June 18, 2025

Meeting Location:
2601 Rosamond Blvd., Rosamond, CA 93560
Closed Session 6:00 p.m., Open Session 7:00 p.m.

Board of Trustees

Mario Gutierrez, President
Robert Vincelette, Vice President
Sunni Hepburn, Clerk
Adrienne Rendon, Member
Justin Wright, Member

Superintendent

Barbara Gaines

SOUTHERN KERN UNIFIED SCHOOL DISTRICT

BOARD OF TRUSTEES

Wednesday, June 18, 2025

Closed Session: 6:00 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: Gutierrez, Vincelette, Hepburn, Rendon, Wright

SECOND: Gutierrez, Vincelette, Hepburn, Rendon, Wright

VOTE: YEAS ___ NAYS ___ ABSENT ___ ABSTAIN ___ TIME: _____

A. Conference with Labor Negotiator; District Negotiator: Barbara Gaines, Robert Irving

Employee Organization: California School Employee Association / Rosamond Teacher Association

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

C. 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: Gutierrez, Vincelette, Hepburn, Rendon, Wright

SECOND: Gutierrez, Vincelette, Hepburn, Rendon, Wright

VOTE: YEAS ___ NAYS ___ ABSENT ___ ABSTAIN ___ TIME: _____

IV. Action determined in closed session:

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:

___ Mario Gutierrez, President ___ Robert Vincelette, Vice President ___ Sunni Hepburn, Clerk

___ Adrienne Rendon, Member ___ Justin Wright, Member

C. Approve the agenda

ACTION

MOTION: Gutierrez, Vincelette, Hepburn, Rendon, Wright

SECOND: Gutierrez, Vincelette, Hepburn, Rendon, Wright

VOTE: YEAS ___ NAYS ___ ABSENT ___ ABSTAIN ___

VI. Reports and Communications

INFORMATIONAL

A. Implementation Plan Presentation: *Fallon Mitchell*

B. RTA report: CSEA report:

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.

VII. Consent items A-T

ACTION

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

SECOND: Gutierrez, Vincelette, Hepburn, Rendon, Wright

- A. Approve Minutes December 2, 2024; December 10, 2024; December 11, 2024; December 16, 2024
- B. Ratify June MIDA \$632,256.90, June MIDB \$46,646.41
- C. Approve Purchase Orders 251001-251020, Purchase Vouchers 251136-251227
- D. Approve Caldwell Flores Winters, Inc. (CFW) Contract for Professional Consultant Services – \$70,000
- E. Approve KCSOS District Business Office QSS/OASIS Systems Agreement 2025-2026 – \$19,822
- F. Approve Character Strong Agreement for Brain & Behavior PD Training – \$19,500
- G. Approve Soliant Addendum A SLP Tele practitioner Services for 2025-2026 – \$170,000
- H. Approve Concordia University Irvine School Counselor/Psychology Student Practicum/Fieldwork Agreement MOU
- I. Approve RHECC Music Booster Club Phantom Fireworks Booth on RHECC Parking Lot
- J. Approve Subject Technologies, Inc. License & Services Agreement Online Learning Platforms – \$19,030
- K. Approve HMH Education Company Proposal #009346138 English 3D for Elementary – \$23,362.41
- L. Approve HMH Education Company Proposal #009345145 English 3D for TMS – \$7,622.70
- M. Approve HMH Education Company Proposal #009345143 English 3D for ALIS – \$1,958.88
- N. Approve HMH Education Company Proposal #009345139 English 3D for RHECC – \$2,260.26
- O. Approve KCSOS Summer Institute 2025 ELD Training – \$6,615.20
- P. Approve KCSOS School Year Teacher/Admin ELD Training for the 2025-2026 – \$40,388
- Q. Approve Earth Systems Preliminary Geotechnical Engineering Report PAS-25-05-032 Northwest Corner of West Rosamond Blvd. and 47th Street West – \$23,320
- R. Approve Earth Systems Phase I Environmental Site Assessment PAS-25-05-033 Northwest Corner of West Rosamond Blvd. and 47th Street West – \$6,000
- S. Approve Cavallo Electrical Contractors, Inc. RES Low Voltage RFP 2024-04 Rooms 2-4, 5-10, 11-16, 7, and 13 – \$6,531.82
- T. Approve Asset Disposition WES Read 180 and System 44 Curriculum

VIII. General

- A. Third Reading, Review, and Approval of Board Policies October 2023 – *Gaines*

ACTION

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

SECOND: Gutierrez, Vincelette, Hepburn, Rendon, Wright

- B. Summary of Successful Bond Sale – *Khushroo Gheyara*

INFORMATIONAL

- C. Appointment of Members for the Citizens’ Bond Oversight Committee – *Gaines*

ACTION

Richard Eubanks
Alfred Wallis
Charlene Melchers
William Parkman

Joel MacKay
Rick Webb
Deirdra Bullock-Williams

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

SECOND: Gutierrez, Vincelette, Hepburn, Rendon, Wright

IX. Curriculum and Instruction

A. Expanded Learning Opportunities Program Plan 2024 – Current – *Dr. Mendez* ACTION

MOTION: Gutierrez, Vincelette, Hepburn, Rendon, Wright SECOND: Gutierrez, Vincelette, Hepburn, Rendon, Wright
VOTE: YEAS ___ NAYS ___ ABSENT ___ ABSTAIN ___

X. Business and Operations

A. California School Dashboard Local Performance Indicators – *Wexler* INFORMATIONAL

B. “District” Local Control and Accountability Plan (LCAP) – *Wexler* PRESENTATION

C. Adopt “District” Local Control and Accountability Plan (LCAP) – *Wexler* ACTION

MOTION: Gutierrez, Vincelette, Hepburn, Rendon, Wright SECOND: Gutierrez, Vincelette, Hepburn, Rendon, Wright
VOTE: YEAS ___ NAYS ___ ABSENT ___ ABSTAIN ___

D. “District” Budget for 2025-2026 – *Irving* PRESENTATION

E. Certify “District” Budget for 2025-2026 – *Irving* ACTION

MOTION: Gutierrez, Vincelette, Hepburn, Rendon, Wright SECOND: Gutierrez, Vincelette, Hepburn, Rendon, Wright
VOTE: YEAS ___ NAYS ___ ABSENT ___ ABSTAIN ___

F. Approve Resolution #24-25-14 Regarding Delegation of Administrative Authority to Process Routine Budget Revisions, Adjustments, and Transfer Funds – *Irving* ACTION

MOTION: Gutierrez, Vincelette, Hepburn, Rendon, Wright SECOND: Gutierrez, Vincelette, Hepburn, Rendon, Wright
VOTE: YEAS ___ NAYS ___ ABSENT ___ ABSTAIN ___

G. Approve the Arts, Music, and Instructional Materials Discretionary Block Grant Expenditure Plan – *Irving* ACTION

MOTION: Gutierrez, Vincelette, Hepburn, Rendon, Wright SECOND: Gutierrez, Vincelette, Hepburn, Rendon, Wright
VOTE: YEAS ___ NAYS ___ ABSENT ___ ABSTAIN ___

H. Approve AB 1200 Disclosure Cost and Approval of the Tentative Agreement with the Bargaining Unit, Rosamond Teachers’ Association (RTA) – *Irving* ACTION

MOTION: Gutierrez, Vincelette, Hepburn, Rendon, Wright SECOND: Gutierrez, Vincelette, Hepburn, Rendon, Wright
VOTE: YEAS ___ NAYS ___ ABSENT ___ ABSTAIN ___

I. Approve Revised Tentative Agreement (TA) between the Southern Kern Unified School District and the Rosamond Teachers’ Association (RTA) Collective Bargaining Agreement for July 1, 2024 – June 30, 2027, dated June 4, 2025 – *Gaines* ACTION

MOTION: Gutierrez, Vincelette, Hepburn, Rendon, Wright SECOND: Gutierrez, Vincelette, Hepburn, Rendon, Wright
VOTE: YEAS ___ NAYS ___ ABSENT ___ ABSTAIN ___

J. Approve Revisions to 2024-2025 CSEA, Certificated Administration & Classified Management and Confidential & Supervisory Salary Schedules 2.5% on-schedule increase, Effective July 1, 2024 – *Irving* ACTION

MOTION: Gutierrez, Vincelette, Hepburn, Rendon, Wright SECOND: Gutierrez, Vincelette, Hepburn, Rendon, Wright
VOTE: YEAS ___ NAYS ___ ABSENT ___ ABSTAIN ___

K. Approve Architectural Services Master Agreement between Southern Kern Unified School District and Flewelling and Moody – *Irving* ACTION

MOTION: Gutierrez, Vincelette, Hepburn, Rendon, Wright SECOND: Gutierrez, Vincelette, Hepburn, Rendon, Wright
VOTE: YEAS ___ NAYS ___ ABSENT ___ ABSTAIN ___

L. Approve Flewelling & Moody, Inc. Project Work Authorization No. 2025-1 New CTE Bldg. Total of \$912,500 – *Irving* ACTION

MOTION: Gutierrez, Vincelette, Hepburn, Rendon, Wright SECOND: Gutierrez, Vincelette, Hepburn, Rendon, Wright
VOTE: YEAS ___ NAYS ___ ABSENT ___ ABSTAIN ___

XI. Personnel Items

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

ACTION

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

SECOND: Gutierrez, Vincelette, Hepburn, 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.

CLASSIFIED STIPEND/EXTRA DUTY EMPLOYMENT/RESIGNATIONS					
EMPLOYEE	DATE	SALARY	POSITION	SITE	STATUS
Amaya, April	6/9/2025	\$25.05/HR	Summer School - Classroom Paraeducator	WES	Hire
Ambriz, Alexander	6/19/2025	2% 1,127.36	Junior Varsity Assistant Coach – Football	RHECC	Hire
Anthony-Watts, Kathleen	6/9/2025	\$24.48/HR	ESY/Summer School - SPED Paraeducator 1:1	RHECC	Hire
Auldridge, Kristin	6/9/2025	\$19.76/HR	Summer School - Classroom Paraeducator	RES	Hire
Azevedo, Jessica	6/11/2025	\$24.48/HR	ESY - SPED Paraeducator	TMS	Hire
Balderas, Denise	6/9/2025	\$18.36/HR	Summer School - Classroom Paraeducator	RES	Hire
Baltazar, Juan	6/19/2025	6% \$3,382.08	Varsity Assistant Coach – Football	RHECC	Hire
Barrios, Albadilia	6/11/2025	\$24.48/HR	ESY - SPED Paraeducator	RHECC	Hire
Bishop, Rebecca	6/11/2025	\$19.55/HR	ESY - SPED Paraeducator	RES	Hire
Brandts, Heather	6/9/2025	\$18.07/HR	Summer School - Campus Safety Officer	RHECC	Hire
Cabadas, Marcia	6/16/2025	\$24.37/HR	Summer School - Office Clerk	TMS	Hire
Castillo, Paola	6/9/2025	\$18.12/HR	Summer School - Classroom Paraeducator	TMS	Hire
Contreras, Ana	6/9/2025	\$18.85/HR	Summer School - Classroom Paraeducator	WES	Hire
Cook, Karen	6/9/2025	\$19.55/HR	Summer School - Classroom Paraeducator	WES	Hire
Coronado Gomez, Marina	6/9/2025	\$21.14/HR	Summer School - Campus Safety Officer	WES	Hire
Cortez, Jose	6/19/2025	6% \$3,382.08	Varsity Assistant Coach – Boys Soccer	RHECC	Hire
Craft, Alexander	6/9/2025	\$19.54/HR	Summer School - Campus Safety Officer	RHECC	Hire
De La Torre, Miranda	6/9/2025	\$18.07/HR	Summer School - Campus Safety Officer	RES	Hire
Dickey, Jazzmin	6/9/2025	\$18.85/HR	Summer School - SPED Paraeducator 1:1	WES	Hire
Eubanks-Hemme, Kayla	7/7/2025	\$20.47/HR	Summer School - Classroom Paraeducator	REHS	Hire
Freeman, Jonathan	6/11/2025	\$22.41/HR	ESY - SPED Paraeducator 1:1	RES	Hire
Garcia, Elisa	6/9/2025	\$18.47/HR	Summer School - Classroom Paraeducator	WES	Hire
Garcia, Logan	6/19/2025	2% \$1,127.36	Junior Varsity Assistant Coach – Football	RHECC	Hire
Gomez, Emily	6/9/2025	\$18.36/HR	Summer School - Classroom Paraeducator	RES	Hire
Gomez, Jose	6/19/2025	6% \$3,382.08	Varsity Assistant Coach – Football	RHECC	Hire
Gomez, Maria	6/9/2025	\$18.12/HR	Summer School - Classroom Paraeducator	RES	Hire
Gonzalez, Dianna	6/11/2025	\$18.12/HR	ESY - SPED Paraeducator	RES	Hire
Gonzalez, Ignacio	6/9/2025	\$17.37/HR	Summer Custodian	TMS	Hire
Gonzalez, Ignacio	6/19/2025	2% \$1,127.36	Junior Varsity Assistant Coach – Boys Soccer	RHECC	Hire
Gonzalez, Laylany	6/19/2025	2% \$1,127.36	Junior Varsity Assistant Coach – Girls Basketball	RHECC	Hire
Gonzalez, Lucero	6/11/2025	\$18.12/HR	ESY - SPED Paraeducator 1:1	RHECC	Hire
Grimes, Maeyll	6/11/2025	\$18.12/HR	ESY - SPED Paraeducator 1:1	RES	Hire
Guillen, Miguel	6/19/2025	4% \$2,254.72	Junior Varsity Head Coach – Boys Soccer	RHECC	Hire
Gutierrez, Osvaldo	6/9/2025	\$20.33/HR	Summer School - Campus Safety Officer	WES	Hire

XI. Personnel Items (Continued)

<u>CLASSIFIED STIPEND/EXTRA DUTY EMPLOYMENT/RESIGNATIONS</u>					
<u>EMPLOYEE</u>	<u>DATE</u>	<u>SALARY</u>	<u>POSITION</u>	<u>SITE</u>	<u>STATUS</u>
Habbal, Kasenia	6/9/2025	\$21.76/HR	Summer School - Classroom Paraeducator	TMS	Hire
Inestroza, Ruth	6/9/2025	\$18.07/HR	Summer School - Campus Safety Officer	WES	Hire
Kellman, Latasha	6/11/2025	\$18.85/HR	ESY - SPED Paraeducator 1:1	RES	Hire
Khandoker, Tahmina	6/11/2025	\$18.12/HR	ESY - SPED Paraeducator	RES	Hire
Kirk, Hannah	6/19/2025	4% \$2,254.72	Junior Varsity Head Coach – Girls Volleyball	RHECC	Hire
Kluczkowski, Mary	6/09/2025	\$24.48/HR	ESY/Summer School - SPED Paraeducator	RES	Hire
Kussman, Sabine	6/11/2025	\$24.48/HR	ESY - SPED Paraeducator	RES	Hire
Lahti, Jonathan	6/19/2025	4% \$2,254.72	Junior Varsity Head Coach – Boys Basketball	RHECC	Hire
Lay, Catherine	6/9/2025	\$23.79/HR	Summer School - Campus Safety Officer	WES	Hire
Lomeli, Dezirea	6/9/2025	\$17.37/HR	Summer School - Campus Safety Officer	RES	Hire
Lopez, Janet	6/9/2025	\$18.07/HR	Summer School - Campus Safety Officer	RHECC	Hire
Lovelady, Sara	6/11/2025	\$19.21/HR	ESY - SPED Paraeducator	RES	Hire
Mancera, Sheyna	6/11/2025	\$19.55/HR	ESY - SPED Paraeducator 1:1	RES	Hire
Martinez, Amanda	6/19/2025	6% \$3,382.08	Varsity Assistant Coach – Girls Basketball	RHECC	Hire
McVey, Hannah	6/19/2025	6% \$3,382.08	Varsity Assistant Coach – Girls Volleyball	RHECC	Hire
Monarrez, Tristin	6/9/2025	\$18.07/HR	Summer School - Campus Safety Officer	TMS	Hire
Murillo, Isabel	6/9/2025	\$20.31/HR	Summer School - Classroom Paraeducator	RES	Hire
Nemeth, Kaylei	6/9/2025	\$18.34/HR	Summer School - Classroom Paraeducator	TMS	Hire
Norton, Michele	6/11/2025	\$24.48/HR	ESY - SPED Paraeducator	RES	Hire
Ontiveros, Sadie	6/9/2025	\$17.37/HR	Summer School - Campus Safety Officer	REHS	Hire
Perez, Alfonso	6/9/2025	\$18.12/HR	Summer School - SPED Paraeducator 1:1	WES	Hire
Ponce, Claudia	6/16/2025	\$25.88/HR	Summer School - Office Clerk	RES	Hire
Price, Kaleb	6/19/2025	4% \$2,254.72	Junior Varsity Head Coach – Football	RHECC	Hire
Price, Kaleb	6/19/2025	2% \$1,127.36	Junior Varsity Assistant Coach – Boys Basketball	RHECC	Hire
Price, Melissa	6/10/2025	\$23.79/HR	Summer School - Campus Safety Officer	RHECC	Hire
Quintero, Yaselenn	6/16/2025	\$23.01/HR	Summer School - Office Clerk	WES	Hire
Reinard, Jessica	6/10/2025	\$17.37/HR	Summer School - Campus Safety Officer	RHECC	Hire
Roberts, Evangelina	6/9/2025	\$18.12/HR	Summer School - SPED Paraeducator 1:1	WES	Hire
Robles, Ashley	6/9/2025	\$18.12/HR	Summer School - SPED Paraeducator 1:1	RES	Hire
Romero, Amelia	6/9/2025	\$18.02/HR	Summer School - Campus Safety Officer	TMS	Hire
Roope, Wendy	6/9/2025	\$28.47/HR	Summer Custodian	RES	Hire
Rosalez, Pamela	6/9/2025	\$19.35/HR	Summer Custodian	RHECC	Hire
Rosas, Raul	6/19/2025	6% \$3,382.08	Varsity Assistant Coach – Boys Cross Country	RHECC	Hire
Ruiz, Ana	6/9/2025	\$18.12/HR	ESY/Summer School - SPED Paraeducator	RES	Hire
Salazar, Aracely	6/9/2025	\$18.34/HR	Summer School - Classroom Paraeducator	RES	Hire
Seay, Karen	6/9/2025	\$24.48/HR	Summer School - Classroom Paraeducator	RES	Hire
Segura Zepeda, Lorena	6/9/2025	\$20.31/HR	Summer School - Classroom Paraeducator	WES	Hire
Sickler, Alexandria	6/11/2025	\$18.12/HR	ESY - SPED Paraeducator	RES	Hire
Solano, Rosa	6/9/2025	\$23.77/HR	Summer School - SPED Paraeducator	REHS	Hire
Solis Gomez, Siomara	6/9/2025	\$21.14/HR	Summer School - Campus Safety Officer	WES	Hire

XI. Personnel Items (Continued)

<u>CLASSIFIED STIPEND/EXTRA DUTY EMPLOYMENT/RESIGNATIONS</u>					
<u>EMPLOYEE</u>	<u>DATE</u>	<u>SALARY</u>	<u>POSITION</u>	<u>SITE</u>	<u>STATUS</u>
Soriano, Gloria	6/11/2025	\$18.12/HR	ESY - SPED Paraeducator	RES	Hire
Towell, Sharon	6/11/2025	\$24.33/HR	ESY - Speech Paraeducator	RES	Hire
Trujillo Coronado, Elena	6/9/2025	\$25.32/HR	Summer School - Classroom Paraeducator	WES	Hire
Valtierra, Yaquelin	6/11/2025	\$22.41/HR	ESY - SPED Paraeducator 1:1	RES	Hire
Vieyra, Gricelda	6/9/2025	\$23.79/HR	Summer School - Campus Safety Officer	RES	Hire
Villanueva, Krystle	6/11/2025	\$21.76/HR	ESY - SPED Paraeducator 1:1	RHECC	Hire
Warman, Michael	6/19/2025	2% \$1,127.36	Junior Varsity Assistant Coach – Girls Volleyball	RHECC	Hire
Williams, Diamond	6/19/2025	4% \$2,254.72	Freshman Head Coach – Girls Volleyball	RHECC	Hire
Zepeda, Veronica	6/11/2025	\$24.48/HR	ESY - SPED Paraeducator	TMS	Hire

<u>CERTIFICATED/ADMINISTRATIVE EMPLOYMENT/RESIGNATIONS</u>					
<u>EMPLOYEE</u>	<u>DATE</u>	<u>SALARY</u>	<u>POSITION</u>	<u>SITE</u>	<u>STATUS</u>
Bradley, Joshua	8/04/2025	C0/S2 \$56,174	English Teacher	RHECC	Hire
Black, Brittanie	8/04/2025	C6/S6 \$82,523	SDC Teacher	RHECC	Hire
Pikkel, Landon	8/04/2025	C5/S7 \$82,149	Math Teacher	TMS	Hire
Fraser, Joshua	8/04/2025	C4/S1 \$62,595	Science Teacher	TMS	Hire
Van Pelt, Mercedes	8/04/2025	C4/S1 \$62,595	4 th Grade Teacher	RES	Hire
Villanueva, Aira	8/01/2024	C5/S13 \$98,584	Math Teacher	RHECC	Column Change
Borne, Esmeralda	6/01/2025	C6/S7 \$2,383.64(pro rated)	3 rd Grade Teacher	RES	Column Change
Perez, Melissa	6/01/2025	C6/S3	2 nd Grade Teacher	WES	Column Change
Gamboa, Michelle	6/6/2025	---	CTE Medical Teacher	RHECC	Resign
Konegni, Joshua	7/1/2025	C2/S2 \$110,250	Assistant Principal	TMS	Hire
Cross, Audrey	6/30/2025	---	3 rd Grade Teacher	RES	Resign
Neely, Tai	8/04/2025	C4/S7 \$79,033	SDC Teacher	RES	Hire
Doyle, Aurora	8/04/2025	C6/S8 \$88,002	6 th Grade Teacher	TMS	Hire
Moreno, Edward	8/04/2025	C6/S1 \$68,824	Social Studies Teacher	RHECC	Hire

XI. Personnel Items (Continued)

<u>CERTIFICATED STIPEND/EXTRA DUTY EMPLOYMENT/RESIGNATIONS</u>					
<u>EMPLOYEE</u>	<u>DATE</u>	<u>SALARY</u>	<u>POSITION</u>	<u>SITE</u>	<u>STATUS</u>
Borne, Esmerelda	6/19/2025	6% \$3,382.08	Varsity Assistant Coach – Girls Cross Country	RHECC	Hire
De Los Santos, Ariel	6/19/2025	8% \$4,509.44	Varsity Coach – Tennis	RHECC	Hire
Dyas, Clayton	6/19/2025	4% \$2,254.72	Junior Varsity Head Coach – Girls Basketball	RHECC	Hire
Kent, Cory	6/19/2025	6% \$3,382.08	Varsity Assistant Coach – Football	RHECC	Hire
Loper, Virginia	6/19/2025	4% \$2,254.72	Junior Varsity Head Coach – Cheer	RHECC	Hire
Williams, Megan	6/19/2025	6% \$3,382.08	Varsity Assistant Coach – Cheer	RHECC	Hire
Yunker, Leigha	6/19/2025	2% \$1,127.36	Junior Varsity Assistant Coach – Cheer	RHECC	Hire

<u>VOLUNTEERS FOR 2025-2026 SCHOOL YEAR</u>			
Aleyda Salazar			

XII. Adjournment

ACTION

MOTION: Gutierrez, Vincelette, Hepburn, Rendon, Wright	SECOND: Gutierrez, Vincelette, Hepburn, Rendon, Wright
VOTE: YEAS ___ NAYS ___ ABSENT ___ ABSTAIN ___ TIME: _____	

I. The meeting was called to order by Board President Sunni Hepburn at 6:08 p.m.

1. Comments from the public pertaining to closed session items: None

#157→II. Motion by Gutierrez, seconded by Rendon to go into closed session at 6:08 p.m., 3 years, 1 Absent (Vincelette).

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

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

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

#158→III. Motion by Gutierrez, seconded by Rendon to reconvene into open session at 7:06 p.m., 3 years, 1 Absent (Vincelette), student member absent.

IV. Action determined in closed session: None

V. Procedural Issues: A recording of this meeting was made and shall be kept for 30 days as a public record.

A. Pledge of Allegiance led by: Sunni Hepburn

B. Roll Call - Members Present: Hepburn, Gutierrez, Rendon, 1 Absent (Vincelette), Student Member Arellano Absent

#159→C. Motion by Gutierrez, seconded by Rendon to approve the agenda with the correction to Personnel salary for Albadilia Barrios and Monica Barrios to 8% \$4,509.44, 3 years, 1 Absent (Vincelette), student member absent.

VI. Reports and Communications

A. Above and Beyond Awards Amanda Stephenson, Heather Rodriguez, Samantha Brown: Barbara Gaines

B. RTA report: Absent CSEA report: Mary Kluczkowski

C. Student Board Member: Adrian Arellano

D. CBO Report: Robert Irving

E. Assistant Superintendent, Instruction and Curriculum: Dr. Larry Mendez

F. Assistant Superintendent, Special Education, Pupil Personnel: Sheryl Taylor

G. Associate Superintendent, Human Resources: Leanne Hargus

H. Superintendent Report: Barbara Gaines *November Attendance Recognition: best elementary attendance went to Westpark Elementary School, best secondary attendance went to Tropico Middle School, and most improved attendance went to Rare Earth High School.*

I. Board Member Communications:

J. Sub-Committee Communications/Updates:

Comments from the Public: None

#160→VII. Motion by Gutierrez, seconded by Rendon to approve the consent items A-G, 3 years, 1 Absent (Vincelette), student member absent.

A. Approved Purchase Orders 250431-250500 – \$1,005,231.68, Pay Vouchers 250425-250538 – \$936,154.57

B. Approved RHECC Senior Class Trip to Disneyland May 23-24, 2025

C. Approved Donation of \$500 RHECC Senior Class of 2025 – *Common Sense Consulting*

D. Approved RHECC FFA Holiday Classic Livestock Jackpot Show in Bakersfield

E. Approved Maxim Healthcare Services Agreement LVN Individual Student Medical Care – \$52,520

F. Approved Golden State Communications Replacement/Additional Radios for School Sites – \$42,993

G. Approved Clarus Language Solutions Professional Document Translation – \$19,838.49

VIII. General

#161→A. Motion by Gutierrez, seconded by Rendon to approve the June 2023 Board Policies, 3 years, 1 Absent (Vincelette), student member absent.

POLICY	TITLE	OPTIONS/BLANKS	ADOPT DATE
BP 0420.41	Charter School Oversight	SKUSD does not have Charters	
E(1) 0420.41	Charter School Oversight	SKUSD does not have Charters	
BP 1113	District and School Websites	OPTION 1: <input checked="" type="checkbox"/> See support OPTION 2: <input type="checkbox"/>	
E(1) 1113	District and School Websites		
BP 4112.2	Certification		
AR 4112.2	Certification		
E(1) 4112.9	Employee Notifications		
E(1) 4212.9	Employee Notifications		
E(1) 4312.9	Employee Notifications		
BP 4140	Bargaining Units		
BP 4240	Bargaining Units		
BP 4340	Bargaining Units		
AR 4161.1	Personal Illness Injury Leave	OPTION 1: <input checked="" type="checkbox"/> See support OPTION 2: <input type="checkbox"/>	
AR 4261.1	Personal Illness Injury Leave	OPTION 1: <input checked="" type="checkbox"/> See support OPTION 2: <input type="checkbox"/> AND OPTION 1: <input type="checkbox"/> OPTION 2: <input type="checkbox"/> OPTION 3: <input checked="" type="checkbox"/> See support	

POLICY	TITLE	OPTIONS/BLANKS	ADOPT DATE
AR 4361.1	Personal Illness Injury Leave	OPTION 1: <input checked="" type="checkbox"/> See support OPTION 2: <input type="checkbox"/>	
AR 4161.2	Personal Leaves		
AR 4261.2	Personal Leaves		
AR 4361.2	Personal Leaves		
AR 4161.8	Family Care and Medical Leave	OPTION 1: <input type="checkbox"/> OPTION 2: <input type="checkbox"/> OPTION 3: <input type="checkbox"/> OPTION 4: <input checked="" type="checkbox"/> See support AND OPTION 1: <input checked="" type="checkbox"/> See support OPTION 2: <input type="checkbox"/>	
AR 4261.8	Family Care and Medical Leave	OPTION 1: <input type="checkbox"/> OPTION 2: <input type="checkbox"/> OPTION 3: <input type="checkbox"/> OPTION 4: <input checked="" type="checkbox"/> See support AND OPTION 1: <input checked="" type="checkbox"/> See support OPTION 2: <input type="checkbox"/>	

POLICY	TITLE	OPTIONS/BLANKS	ADOPT DATE
AR 4361.8	Family Care and Medical Leave	OPTION 1: <input type="checkbox"/> OPTION 2: <input type="checkbox"/> OPTION 3: <input type="checkbox"/> OPTION 4: <input checked="" type="checkbox"/> See support AND OPTION 1: <input checked="" type="checkbox"/> See support OPTION 2: <input type="checkbox"/>	
BP 5117	Interdistrict Attendance	OPTION 1: <input checked="" type="checkbox"/> See support OPTION 2: <input type="checkbox"/>	
BP 5141.5	Mental Health		
BP 5141.6	School Health Services		
AR 5141.6	School Health Services		
BP 5145.6	Parent Guardian Notifications		
E(1) 5145.6	Parent Guardian Notifications		
BP 5148	Child Care and Development	SKUSD does not offer	
AR 5148	Child Care and Development	Fill in Blanks SKUSD does not offer _____ _____	
BP 6146.4	Differential Graduation and Competency Standards for Students with Disabilities		
BP 6159.2	Nonpublic, Nonsectarian School and Agency Services for Special Education		

POLICY	TITLE	OPTIONS/BLANKS	ADOPT DATE
BP 6173.4	Education for American Indian Students	NEW POLICY	
AR 6173.4	Title VI Indian Education Program	Delete AR <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
BP 6174	Education for English Learners		
AR 6174	Education for English Learners		
BB 9322	Agenda/Meeting Materials		

VIII. General (Continued)

#162→B. Motion by Gutierrez, seconded by Rendon to approve the Updated Bylaw 9323.3: Board Code of Ethics/Standards of Practice **Changed** to Bylaw 9323.34: Board Code of Ethics/Standards of Practice (Previously Adopted on March 20, 2024), 3 years, 1 Absent (Vincelette), student member absent.

#163→C. Motion by Gutierrez, seconded Rendon by to approve the Updated Bylaw 9401: Board Code of Ethics/Standards of Practice/Censure **Changed** to Bylaw 9401.1: Board Code of Ethics/Standards of Practice/Censure (Previously Adopted on March 20, 2024), 3 years, 1 Absent (Vincelette), student member absent.

D. In accordance with Education Code Section 35143, the Annual Board of Trustee Organization Meeting calendar was Board Approved on September 18, 2024 to be held on December 18, 2024.

IX. Personnel Items

#164→A. Motion by Gutierrez, seconded by Rendon to approve the following listed personnel items with the correction to salary for Albadilia Barrios and Monica Barrios to 8% \$4,509.44, 3 years, 1 Absent (Vincelette).

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.

<u>CLASSIFIED STIPEND/EXTRA DUTY EMPLOYMENT/RESIGNATIONS</u>					
<u>EMPLOYEE</u>	<u>DATE</u>	<u>SALARY</u>	<u>POSITION</u>	<u>SITE</u>	<u>STATUS</u>
Barrios, Albadilia	12/03/2024	10% \$5,636.80 8% \$4,509.44	Varsity Head Coach – Boys Track	RHECC	Hire

<u>CLASSIFIED SUBSTITUTES EMPLOYMENT/RESIGNATIONS</u>		
<u>EMPLOYEE</u>	<u>DATE</u>	<u>STATUS</u>
Sanchez, Andres	12/03/2024	Hire

<u>CERTIFICATED/ADMINISTRATIVE EMPLOYMENT/RESIGNATIONS</u>					
<u>EMPLOYEE</u>	<u>DATE</u>	<u>SALARY</u>	<u>POSITION</u>	<u>SITE</u>	<u>STATUS</u>
Rivera, Jennifer	11/12/2024	S2 \$78,491.06 (prorated)	Mental Health Therapist	SPED	Salary Correction
Flores, Marciano	12/03/2024	S2 \$70,480.62	Assistant Principal, High School	RHECC	Hire

<u>CERTIFICATED STIPEND/EXTRA DUTY EMPLOYMENT/RESIGNATIONS</u>					
<u>EMPLOYEE</u>	<u>DATE</u>	<u>SALARY</u>	<u>POSITION</u>	<u>SITE</u>	<u>STATUS</u>
Barrios, Monica	12/03/2024	10% \$5,636.80 8% \$4,509.44	Varsity Head Coach – Girls Track	RHECC	Hire
Rico, Sophia	11/19/2024	---	Grade Level Chair- 1 st grade	RES	Resign

IX. Personnel Items (Continued)

<u>CERTIFICATED SUBSTITUTES EMPLOYMENT/RESIGNATIONS</u>		
<u>EMPLOYEE</u>	<u>DATE</u>	<u>STATUS</u>
Galuszka, Marina	12/03/2024	Hire
Novy, Alivia	12/03/2024	Hire
Malloy, Mattie	12/03/2024	Hire

The following certificated employees are presented for Board approval to be hired for the 2024/2025 school year utilizing a Provisional Intern Permit (PIP) or Waiver:

<u>EMPLOYEE</u>	<u>DATE</u>	<u>POSITION</u>	<u>CREDENTIAL TYPE</u>
Espalabra, Ana Regina	10/17/2024	SDC Teacher	PIP

<u>VOLUNTEERS FOR 2024-2025 SCHOOL YEAR</u>			
Kaydon Sjodin	Martha Flores Moreno	Ashlee Ventura	Tiffany R. Lister
Victor J. Olmos	Jailin Flores		

#165→**X.** Motion by Hepburn, seconded by Rendon to adjourn the meeting at 7:31 p.m., 3 yeas, 1 Absent (Vincelette), student member absent.

Approved: _____
Barbara Gaines, Superintendent

Approved: _____
Robert Vincelette, Clerk of the Board

-
- I. The meeting was called to order by Board President Sunni Hepburn at 5:16 p.m.
- II. **Procedural Issues:** A recording of this meeting was made and shall be kept for 30 days as a public record.
- A. **Pledge of Allegiance** led by: Sunni Hepburn
- B. **Roll Call** – Members Present: Hepburn, Gutierrez, Vincelette, Rendon
- #166→C. Motion by Gutierrez, seconded by Vincelette to approve the agenda, unanimous.
1. **Comments from the public pertaining to closed session items:** None
- #167→**III.** Motion by Vincelette, seconded by Rendon to go into closed session at 5:18 p.m., unanimous.
- A. **Expulsion Hearing for Student #13-24-25**
- B. **Expulsion Hearing for Student #15-24-25**
- C. **Expulsion Hearing for Student #14-24-25**
- 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
- #168→**IV.** Motion by Vincelette, seconded by Gutierrez to reconvene into open session at 9:26 p.m., unanimous.
- V. Action determined in closed session:**
- #169→**A.** Motion by Gutierrez, seconded by Vincelette to expel Student **#13-24-25** from all schools and programs of the district, action for consideration of violation of the California Education Code section(s) 48900(a)(1), 48900(a)(2), unanimous.
- #170→**B.** Motion by Vincelette, seconded by Gutierrez to expel Student **#15-24-25** from all schools and programs of the district, action for consideration of violation of the California Education Code section(s) 48900(a)(1), 48900(a)(2), and in addition, 48915(b)(1) states: that due to the nature of the violation other means of correction are not feasible or have repeatedly failed to bring about proper conduct, 3 years, 1 abstain (Hepburn).
- #171→**C.** Motion by Gutierrez, seconded by Vincelette to expel Student **#14-24-25** and then suspend the expulsion order with conditions, action for consideration of violation of the California Education Code section(s) 48900(a)(1), 48900(a)(2), unanimous.
- #172→**VI.** Motion by Vincelette, seconded by Gutierrez to approve the consent items A-C, unanimous.
- A. Approved Earth Systems Work Order # SWO-22-181 – \$10,000
- B. Approved Hutalla Estella Dental Corp. dba SoCal Tooth Co. Service Agreement – \$1,600
- C. Approved Tempus SKUSD Asset Resell Project Bid Matrix BD Approved on October 16, 2024

VII. General

- A. First Reading and Review of Updated Board Policy 6158: Independent Study

#173→**VIII.** Motion by Hepburn, seconded by Vincelette to adjourn the meeting at 9:30 p.m., unanimous.

Approved: _____
Barbara Gaines, Superintendent

Approved: _____
Robert Vincelette, Clerk of the Board

-
- I. The meeting was called to order by Vice President Mario Gutierrez at 5:10 p.m.
- II. **Procedural Issues:** A recording of this meeting was made and shall be kept for 30 days as a public record.
- A. **Pledge of Allegiance** led by: Mario Gutierrez
- B. **Roll Call** – Members Present: Hepburn (arrived at 6:00 p.m.), Gutierrez, Vincelette, Rendon, Wright #174→C. Motion by Vincelette, seconded by Rendon to approve the agenda, 4 yeas, 1 Absent (Hepburn).
1. **Comments from the public pertaining to closed session items:** None
- #175→III. Motion by Vincelette, seconded by Rendon to go into closed session at 5:13 p.m., 4 yeas, 1 Absent (Hepburn).
- A. **Expulsion Hearing for Student #16-24-25**
- B. **Expulsion Hearing for Student #12-24-25**
- C. **Expulsion Hearing for Student #20-24-25**
- 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

#176→IV. Motion by Gutierrez, seconded by Vincelette to reconvene into open session at 8:43 p.m., unanimous.

V. Action determined in closed session:

- #177→A. Motion by Gutierrez, seconded by Vincelette to expel Student #16-24-25 from all schools and programs of the district, action for consideration of violation of the California Education Code section(s) 48900(a)(1), 48900(a)(2), and in addition, 48915(b)(1) states: that due to the nature of the violation other means of correction are not feasible or have repeatedly failed to bring about proper conduct, 4 yeas, 1 Abstain (Hepburn).
- #178→B. Motion by Gutierrez, seconded by Vincelette to expel Student #12-24-25 from all schools and programs of the district, action for consideration of violation of the California Education Code section(s) 48900(a)(2), unanimous.

#179→C. Motion by Vincelette, seconded by Gutierrez to expel Student #20-24-25 and suspend the expulsion order with conditions, action for consideration of violation of the California Education Code section(s) 48900(c), unanimous.

VI. General

#180→A. Motion by Gutierrez, seconded by Vincelette to approve the Updated Board Policy 6158: Independent Study, unanimous.

#181→VII. Motion by Gutierrez, seconded by Vincelette to adjourn the meeting at 8:46 p.m., unanimous.

Approved: _____
Barbara Gaines, Superintendent

Approved: _____
Robert Vincelette, Clerk of the Board

- I. The meeting was called to order by President Sunni Hepburn at 5:09 p.m.
- II. **Procedural Issues:** A recording of this meeting was made and shall be kept for 30 days as a public record.
- A. **Pledge of Allegiance** led by: Debi Keys
- B. **Roll Call** – Members Present: Hepburn, Gutierrez, Vincelette, (Rendon, Wright)
- #182→C. Motion by Gutierrez, seconded by Vincelette to approve the agenda, 3 yeas, 2 absent (Rendon, Wright).

1. **Comments from the public pertaining to closed session items:** None

#183→**III.** Motion by Vincelette, seconded by Gutierrez to go into closed session at 5:10 p.m., 3 yeas, 2 absent (Rendon, Wright).

- A. **Expulsion Hearing for Student #10-24-25**
- B. **Expulsion Hearing for Student #19-24-25**
- C. **Reinstate Expulsion for Student #61-23-24**
- D. **Reinstate Expulsion for Student #30-23-24**
- E. **Conference with Labor Negotiator; District Negotiator:** Barbara Gaines, Robert Irving
Employee Organization: California School Employee Association / Rosamond Teacher Association
- F. **Discussion of Student Matters:** Education Code sections 35146 and 48918(c)
- G. **Public Employment: Certain Personnel Matters:** Government Code § 54957.1(a)(5)
Discipline/Dismissal/Employment/Release/Assignment/Reassignment/Complaint

#184→**IV.** Motion by Gutierrez, seconded by Vincelette to reconvene into open session at 8:29 p.m., 3 yeas, 2 absent (Rendon, Wright).

V. Action determined in closed session:

#185→**A.** Motion by Gutierrez, seconded by Vincelette to expel Student #10-24-25 and then suspend the expulsion order with conditions, action for consideration of violation of the California Education Code section(s) 48900(a)(1), 48900.7, 48900(a2a), 3 yeas, 2 absent (Rendon, Wright).

#186→**B.** Motion by Vincelette, seconded by Gutierrez to not expel Student #19-24-25 and allow the student to return to school with conditions, action for consideration of violation of the California Education Code section(s) 48900(a)(1), 48900(k), 48900.4, 48900.7, 3 yeas, 2 absent (Rendon, Wright).

#187→**C.** Motion by Gutierrez, seconded by Vincelette to permit Student #61-23-24, conditional enrollment in a traditional school program or another education program with a behavior contract, 3 yeas, 2 absent (Rendon, Wright).

#188→**D.** Motion by Gutierrez, seconded by Vincelette to permit Student #30-23-24, conditional enrollment in a traditional school program or another education program with a behavior contract, 3 yeas, 2 absent (Rendon, Wright).

#189→VI. Motion by Gutierrez, seconded by Vincelette, consent items with the correction to year on summer school contract, 3 yeas, 2 absent (Rendon, Wright).

- A. Approved BlazerWorks, LLC Addendum A: Terms of Teleservices Assignment Amy Wulf 6/11/25 – 6/20/24 6/20/25– \$4,600
- B. Approved BlazerWorks, LLC Addendum A: Terms of Teleservices Assignment Amy Wulf 12/17/24 – 6/6/25 – \$97,000

#190→VII. Motion by Hepburn, seconded by Vincelette to adjourn the meeting at 8:32 p.m., 3 yeas, 2 absent (Rendon, Wright).

Approved: _____
Barbara Gaines, Superintendent

Approved: _____
Robert Vincelette, Clerk of the Board

Date: 00/00/0000 - 99/99/9999
 PO#: 251001 - 251020

PO #	Req #	Ven #/Addr	Vendor Name	Tax ID #	PO Date	PO Description	Date Ent	Date Paid	AP
	LN	FD-RESC-Y-OBJT.S0-GOAL-FUNC-STE-T2-TY3-TYP4			AMOUNT	STATUS			
:51001	003182/00	INDU LAW GROUP PC	811210404	05/30/2025	H-1B Petitions 6 Teachers		05/30/2025	06/03/2025	Y
	1.	01-0000-0-5800.00-0000-7200-002-00-000-0000			9,900.00	F			
		TOTAL AMOUNT			9,900.00*				
:51002	003208/00	MHS INC	000000000	05/30/2025	Online Scoring for Psychs.		05/30/2025		Y
	1.	01-9010-0-4300.00-0000-3140-005-56-000-0000			500.00	F			
		TOTAL AMOUNT			500.00*				
:51003	002025/00	AZTEC CONTAINER	05/30/2025		Storage Container (2)		05/30/2025		Y
	1.	21-0000-0-6400.00-0000-8100-030-00-000-0000			13,812.70	F			
		TOTAL AMOUNT			13,812.70*				
		TOTAL FOR 05/30/2025			24,212.70***				
:51004	002052/00	SHI	223009648	06/03/2025	Cisco Phone Licenses		06/03/2025		Y
	1.	01-0000-0-5800.00-0000-7200-004-00-000-0000			1,906.53	F			
		TOTAL AMOUNT			1,906.53*				
:51005	001422/00	AMAZON.COM	000000000	06/03/2025	Replace ASES Supplies		06/03/2025		Y
	1.	01-2600-0-4300.00-1110-1000-030-00-000-0000			712.62	P			
		TOTAL AMOUNT			712.62*				
:51006	003350/00	SHAW HR CONSULTING INC	451449198	06/03/2025	Services - W/C Interactive		06/03/2025		Y
	1.	01-0000-0-5800.00-0000-7200-001-00-000-0000			10,000.00	P			
		TOTAL AMOUNT			10,000.00*				
:51007	002783/00	OASIS INTEGRATION	834703213	06/03/2025	Old Ascend PA / Cameras		06/03/2025		Y
	1.	25-9010-0-5800.00-0000-8100-090-00-000-0000			52,630.75				
		TOTAL AMOUNT			52,630.75*				

PO #	Req #	Ven #/Addr	Vendor Name	Tax ID #	PO Date	PO Description	Date Ent	Date Paid	AP
LN	FD-RESC-Y-OBJT	SO-GOAL-FUNC-STE-T2-TY3-TYP4			AMOUNT	STATUS			
251008	002783/00	OASIS INTEGRATION	834703213	06/03/2025	RHECC Old Cafeteria 360 Camera		06/03/2025		Y
	1.	01-0000-0-5800.00-0000-8100-020-00-000-0000			5,733.58				
		TOTAL AMOUNT			5,733.58*				
251009	003572/00	VALLEY SOD		06/03/2025	Seed for Football Field RHECC		06/03/2025		Y
	1.	01-0000-0-4300.00-1110-1000-020-72-205-0000			2,164.89	F			
		TOTAL AMOUNT			2,164.89*				
251010	000595/00	CALIFORNIA FENCING INC.		06/03/2025	Install Slats on Fence RES		06/03/2025		Y
	1.	01-8150-0-5800.00-1110-8100-010-00-000-0000			25,590.00				
		TOTAL AMOUNT			25,590.00*				
		TOTAL FOR 06/03/2025			98,738.37***				
251011	001422/00	AMAZON.COM		000000000	06/06/2025	Summer School ELOP WES		06/06/2025	Y
	1.	01-2600-0-4300.00-1110-4900-030-00-000-0000			1,106.62				
		TOTAL AMOUNT			1,106.62*				
251012	001422/00	AMAZON.COM		000000000	06/06/2025	Nurse Supplies RES		06/06/2025	Y
	1.	01-9010-0-4300.00-0000-3140-005-56-000-0000			767.36				
		TOTAL AMOUNT			767.36*				
251013	001422/00	AMAZON.COM		000000000	06/06/2025	Fridge for Nurses Office RES		06/06/2025	Y
	1.	01-9010-0-4300.00-0000-3140-005-56-000-0000			460.99				
		TOTAL AMOUNT			460.99*				
251014	001713/00	PEARSON CLINICAL ASSESSMENT		410850527	06/06/2025	Online Scoring for Psychs.		06/06/2025	Y
	1.	01-9010-0-4300.00-0000-3140-005-56-000-0000			365.00				
		TOTAL AMOUNT			365.00*				
		TOTAL FOR 06/06/2025			2,699.97***				

PO #	Req #	Ven #/Addr	Vendor Name	Tax ID #	PO Date	PO Description	Date Ent	Date Paid	AP
LN	FD-RESC-Y-OBJT	SO-GOAL-FUNC-STE-T2-TY3-TYP4	AMOUNT	STATUS					
251015	001422/00	AMAZON.COM	000000000	06/09/2025	Supplies Summer ELOP TMS	06/09/2025			Y
	1.	01-2600-0-4300.00-1110-4900-040-00-000-0000	692.27						
		TOTAL AMOUNT	692.27*						
251016	003508/00	NH MULCH AND SOILS	06/09/2025	Premium Seed Cover	06/09/2025				Y
	1.	01-8150-0-4300.00-1110-8100-010-00-000-0000	1,371.83						
		TOTAL AMOUNT	1,371.83*						
		TOTAL FOR 06/09/2025	2,064.10***						
251017	001323/00	STAPLES ADVANTAGE	000000000	06/11/2025	Summer School ELOP RES	06/11/2025			Y
	1.	01-2600-0-4300.00-1110-4900-050-00-000-0000	650.98						
		TOTAL AMOUNT	650.98*						
251018	001422/00	AMAZON.COM	000000000	06/11/2025	Summer School Supplies TMS	06/11/2025			Y
	1.	01-2600-0-4300.00-1110-4900-040-00-000-0000	401.63						
		TOTAL AMOUNT	401.63*						
		TOTAL FOR 06/11/2025	1,052.61***						
251019	002589/00	SCHOLASTIC SOLUTIONS LLC	000000000	06/12/2025	Girls Basketball CIF Rings	06/12/2025			Y
	1.	01-0000-0-4300.00-1110-4900-020-72-205-0000	3,897.00	F					
		TOTAL AMOUNT	3,897.00*						
		TOTAL FOR 06/12/2025	3,897.00***						
251020	003365/00	COAST CONTRUCTION GROUP	205173328	06/13/2025	R & R Switchgear @ Old RES	06/13/2025			Y
	1.	21-0000-0-5800.00-0000-8500-050-00-000-0000	199,874.95	F					
		TOTAL AMOUNT	199,874.95*						
		TOTAL FOR 06/13/2025	199,874.95***						

GRAND TOTAL 332,539.70*****

Pay Voucher Transactions
 Date: 00/00/0000 - 99/99/9999
 PV#: 251136 - 251227

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	UT-Rate	Batch	Description
							PV amount	UT	UT-Obj	UT-Rate		UT-Amount
51136	003198/00	U.S. DEPT OF HOMELAND SECURITY				5/30/2025	5/30/2025	6/03/2025	43	H-1B Filing Fee		
		1. 01-0000-0-5800.00-0000-7200-002-72-126-0000					460.00	N				
		Filing Fee										
51137	003198/00	U.S. DEPT OF HOMELAND SECURITY				5/30/2025	5/30/2025	6/03/2025	43	H-1B Filing Fee		
		1. 01-0000-0-5800.00-0000-7200-002-72-126-0000					460.00	N				
		Filing Fee										
51138	003198/00	U.S. DEPT OF HOMELAND SECURITY				5/30/2025	5/30/2025	6/03/2025	43	H-1B Filing Fee		
		1. 01-0000-0-5800.00-0000-7200-002-72-126-0000					460.00	N				
		Filing Fee										
51139	003198/00	U.S. DEPT OF HOMELAND SECURITY				5/30/2025	5/30/2025	6/03/2025	43	H-1B Filing Fee		
		1. 01-0000-0-5800.00-0000-7200-002-72-126-0000					460.00	N				
		Filing Fee										
51140	003198/00	U.S. DEPT OF HOMELAND SECURITY				5/30/2025	5/30/2025	6/03/2025	43	H-1B Filing Fee		
		1. 01-0000-0-5800.00-0000-7200-002-72-126-0000					460.00	N				
		Filing Fee										
51141	003198/00	U.S. DEPT OF HOMELAND SECURITY				5/30/2025	5/30/2025	6/03/2025	43	H-1B Filing Fee		
		1. 01-0000-0-5800.00-0000-7200-002-00-000-0000					460.00	N				
		Filing Fee										
51141	003198/00	U.S. DEPT OF HOMELAND SECURITY				5/30/2025	5/30/2025	6/03/2025	43	H-1B Filing Fee		
		1. 01-0000-0-5800.00-0000-7200-002-72-126-0000					460.00	N				
		Filing Fee										
51142	003198/00	U.S. DEPT OF HOMELAND SECURITY				5/30/2025	5/30/2025	6/03/2025	43	Filing Fee H-1B Transfer		
		1. 01-0000-0-5800.00-0000-7200-002-72-126-0000					500.00	N				
		Filing Fee										
51143	003198/00	U.S. DEPT OF HOMELAND SECURITY				5/30/2025	5/30/2025	6/03/2025	43	Filing Fee H-1B Transfer		
		1. 01-0000-0-5800.00-0000-7200-002-72-126-0000					500.00	N				
		Filing Fee										
51144	003198/00	U.S. DEPT OF HOMELAND SECURITY				5/30/2025	5/30/2025	6/03/2025	43	Premium Processing Fee		

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	Batch	Description
									UT	UT-Rate	UT-Rate	UT-Rate	UT-Amount
:51144	(CONTINUED)												
:51145	003198/00	U.S. DEPT OF HOMELAND SECURITY				5/30/2025	2,805.00	5/30/2025	N	6/03/2025	43		Premium Processing Fee
			1.	01-0000-0-5800.00-0000-7200-002-72-126-0000			2,805.00		N				
			1.	01-0000-0-5800.00-0000-7200-002-72-126-0000			2,805.00		N				
							9,370.00		***				0.00 ***
:51146	003569/00	ANA RUIZ				6/03/2025	18.00	6/03/2025	N	44			Reimb - Parking
			1.	01-0000-0-5800.00-1110-1000-050-72-212-0000			18.00		N				
:51147	003571/00	CHRISTINA MORALES				6/03/2025	16.00	6/03/2025	N	44			Reimb - College Fees
			1.	01-7339-0-5800.00-1110-1000-020-00-000-0000			16.00		N				
:51148	002523/00	JOSHUA JOHANSON				6/03/2025	475.00	6/03/2025	N	44			Inv. 002 - DJ Services
			1.	01-1100-0-5800.00-3200-1000-095-00-000-0000			475.00		N				
:51149	003570/00	KERRY SANFORD				6/03/2025	24.44	6/03/2025	N	44			Reimb - Mailing
			1.	01-9010-0-4300.00-1110-1000-005-56-000-0000			24.44		N				
:51150	003147/00	MARCELA ZEPEDA				6/03/2025	125.00	6/03/2025	N	44			24-25 Shoe Reimb
			1.	01-0000-0-4300.00-1110-3600-070-72-209-0000			125.00		N				
							658.44		***				0.00 ***
:51151	003432/00	DANE ADAMS				6/05/2025		6/05/2025	N	44			Reimb - Universal

Date: 00/00/0000 - 99/99/9999
 PV#: 251136 - 251227

PV NO	Vendor/Addr LN	Name	Tax ID	Inv Date	Entered	UT	Obj	Batch	Description
					UT	UT	Rate	UT	Amount
51158	000208/00	GREWE / BRYANT PUMP SERVICE		7/10/2024	6/06/2025			45	Service Call
		1. 01-8150-0-5800.00-1110-8100-010-00-000-0000			190.00	N			
		Inv. 2118							
		Total for 06/06/2025			3,737.88	***			0.00 ***
51159	003569/00	ANA RUIZ		6/10/2025	6/10/2025			44	Mileage - Achiever Trip
		1. 01-0000-0-5800.00-1110-1000-050-72-212-0000			114.80	N			
		Mileage - Achiever Trip							
51160	002276/00	AMANDA HANSEN		6/10/2025	6/10/2025			44	Travel - AVID 2024
		1. 01-0000-0-5200.00-1110-1000-003-72-110-0000			667.22	N			
		Travel - AVID 2024							
51161	002763/00	APRIL AMAYA		6/10/2025	6/10/2025			44	Mileage - May
		1. 01-6500-0-5200.00-5770-1120-005-00-000-0000			71.96	N			
		Mileage - May							
51162	003576/00	ARIEL SE LOS SANTOS		6/10/2025	6/10/2025			44	Travel - CAHPERD
		1. 01-6266-0-5200.00-1110-1000-040-00-000-0000			438.20	N			
		Travel CAHPERD							
51163	003257/00	ASHLEY LOGAN		6/10/2025	6/10/2025			44	Travel - Disneyland
		1. 01-0000-0-5200.00-1110-4900-070-72-209-0000			45.00	N			
		Travel - Disneyland							
51164	003540/00	DON AL DE DIOS		6/10/2025	6/10/2025			44	Travel - CAHPERD
		1. 01-6266-0-5200.00-1110-1000-040-00-000-0000			378.20	N			
		Travel - CAHPERD							
51165	003394/00	ELIZABETH CASTANON		6/10/2025	6/10/2025			44	Travel - Natl Comty Sch &
		1. 01-6332-0-5200.00-8100-5900-003-00-000-0000			732.60	N			
		Travel - Natl Comty Sch & Fam							

PV NO	Vendor/Addr LN	Name	Tax ID	Inv Date	Entered	UT	Obj	Batch	Description
					amount	UT	UT	Rate	UT-Amount
051174	002434/00	CAMIE DAVIES		6/10/2025	6/10/2025			44	Supplies
		1. 01-0000-0-4300.00-0000-7200-001-00-000-0000			38.72	N			N
		Supplies							
051175	003265/00	LACIE ORTIZ		6/10/2025	6/10/2025			44	Reimb - College Fees
		1. 01-7339-0-5800.00-1110-1000-020-00-000-0000			21.43	N			N
		Reimb - College Fees							
051176	003062/00	MARTHA HERNANDEZ		6/10/2025	6/10/2025			44	Travel - Disneyland
		1. 01-0000-0-5200.00-1110-4900-070-72-209-0000			45.00	N			N
		Travel - Disneyland							
051177	003201/00	MEGAN RODRIGUEZ		6/10/2025	6/10/2025			44	Travel - Urban Superintendent
		1. 01-9010-0-5200.00-5001-3120-005-56-000-0000			350.00	N			N
		Travel - Urban Superintendents							
051178	003459/00	PATRICIA MONCIBAIS		6/10/2025	6/10/2025			44	Mileage - Reading Pick-up
		1. 01-3010-0-5200.00-1110-1000-050-00-000-0000			159.60	N			N
		Mileage - Reading Pick-up							
051179	002532/00	PAUL EISENZIMMER		6/10/2025	6/10/2025			44	Travel - Educating for Car
		1. 01-0000-0-5200.00-1110-1000-020-72-105-0000			255.00	N			N
		Travel - Educating for Careers							
051181	001593/00	RUTH K. SAUCEDO	551813589	6/10/2025	6/10/2025			44	Mileage - May
		1. 01-6500-0-5200.00-5770-1120-005-00-000-0000			89.95	N			N
		Mileage - May							
051182	001593/00	RUTH K. SAUCEDO	551813589	6/10/2025	6/10/2025			44	Travel - ACT & Mindfulness
		1. 01-9010-0-5200.00-5001-3120-005-56-000-0000			149.72	N			N
		Travel - ACT & Mindfulness							
051183	002161/00	SEAN RILEY		6/10/2025	6/10/2025			44	Mileage - Feb - June

Pay Voucher Transactions
 Date: 00/00/0000 - 99/99/9999
 PV#: 251136 - 251227

PV NO	Vendor/Addr Name	LN	FD-RESC-Y-OBJT.S0-GOAL-FUNC-STE-T2-TY3-TYP4	Tax ID	Inv Date	Entered	UT	UT-Obj	UT-Rate	Batch	Description
						FV amount	UT	UT-Obj	UT-Rate		UT-Amount
251183	(CONTINUED)										
		1.	01-0000-0-5200.00-0000-7200-004-00-000-0000			26.60	N				N
			Mileage - Feb - June								
251184	002119/00		TANIA LONG		6/10/2025	6/10/2025			44		Reimb - Promotion Supplies
		1.	01-2600-0-4300.00-1110-4900-050-00-000-0000			32.73	N				N
			Reimb - Promotion Supplies								
251185	000108/00		SOUTHERN KERN UNIFIED SCHOOL	956003010	6/10/2025	6/10/2025			44		Reimb - Revolving
		1.	01-3010-0-4300.00-1110-1000-050-00-000-0000			400.00	N				N
			Gold Rush Pics								
		2.	01-0000-0-5800.00-1110-1000-050-72-212-0000			529.06	N				N
			RES 2nd Grade Achiev								
		3.	01-0000-0-8699.00-0000-0000-000-00-000-0000			1,349.94	N				N
			SKUSD Clearing								
			Total amount		2,279.00 *					0.00 *	
251186	003575/00		TRISTIN MONARREZ		6/10/2025	6/10/2025			44		24-25 Shoe Reimb
		1.	01-0000-0-4300.00-0000-8300-001-72-208-0000			125.00	N				N
			24-25 Shoe Reimb								
251187	002201/00		SANDRA LUX		6/10/2025	6/10/2025			44		Mileage - Meal Challenge T
		1.	13-5310-0-5200.00-0000-3700-000-00-000-0000			16.08	N				N
			Mileage - Meal Challenge Train								
251188	003577/00		CAROLYN ST JOHN		6/10/2025	6/10/2025			44		Reimb - Mailing
		1.	01-9010-0-4300.00-1110-1000-005-56-000-0000			10.85	N				N
			Reimb - Mailing								
251189	003499/00		JENNIFER RIVERA		6/10/2025	6/10/2025			44		Mileage - May
		1.	01-6500-0-5200.00-5770-1120-005-00-000-0000			28.00	N				N
			Mileage - May								

Total for 06/10/2025 7,583.20 *** 0.00 ***

Date: 00/00/0000 - 99/99/9999
 PV#: 251136 - 251227

PV NO	Vendor/Addr	Name	LN	FD-RESC-Y-OBJT.	SO-GOAL-FUNC-STE-T2-TYP3-TYP4	Tax ID	Inv Date	PV amount	Entered	UT	UT-Obj	Batch	UT-Rate	Description	UT-Amount	1099
51180	002532/00	PAUL EISENZIMMER					6/10/2025	6/11/2025	6/11/2025	44	Travel - Tiny House					
		1. 01-0000-0-5200.00-1110-1000-020-72-105-0000						255.00	N							
		Travel - Tiny House														
51190	002276/00	AMANDA HANSEN				000000000	6/11/2025	6/11/2025	6/11/2025	44	Mileage - May					
		1. 01-0000-0-5200.00-1110-1000-003-72-110-0000						12.39	N							
		Mileage - May														
51191	003333/00	BRYALL KENNETH SORIANO					6/11/2025	6/11/2025	6/11/2025	44	Travel - CAHPERD					
		1. 01-6266-0-5200.00-5770-1120-005-00-000-0000						371.06	N							
		Travel - CAHPERD														
51192	003451/00	JUSTIN WRIGHT					6/11/2025	6/11/2025	6/11/2025	44	Reimb - College Textbooks					
		1. 01-0000-0-4300.00-1110-1000-020-72-111-0000						110.49	N							
		Reimb - College Textbooks														
51193	003567/00	KRISTA MEDINA					6/11/2025	6/11/2025	6/11/2025	44	Reimb - College Textbooks					
		1. 01-0000-0-4300.00-1110-1000-020-72-111-0000						162.00	N							
		Reimb - College Textbooks														
51194	003351/00	LAUREN JACOBS					6/11/2025	6/11/2025	6/11/2025	44	Mileage - May					
		1. 01-6500-0-5200.00-5770-1120-005-00-000-0000						78.40	N							
		Mileage - May														
51195	003578/00	MARIA RIVAS					6/11/2025	6/11/2025	6/11/2025	44	Reimb - College Fees					
		1. 01-7339-0-5800.00-1110-1000-020-00-000-0000						18.00	N							
		Reimb - College Fees														
51196	003580/00	YOLANDA MARQUEZ					6/11/2025	6/11/2025	6/11/2025	44	Reimb - College Textbooks					
		1. 01-0000-0-4300.00-1110-1000-020-72-111-0000						109.00	N							
		Reimb - College Textbooks														
51197	000113/00	ROSALINA ROBLES				000000000	6/11/2025	6/11/2025	6/11/2025	44	Reimb - Supplies					

PV NO	Vendor/Addr	Name	Tax ID	Inv Date	Entered	UT	UT-Obj	Paid	Batch	Description
LN	FD-RESC-Y-OBJT	SO-GOAL-FUNC-STE-T2-TYP3-TYP4		PV amount	UT	UT-Rate	UT-Amount	1099		
:51197	(CONTINUED)									
1.	13-5310-0-4300.00-0000-3700-000-000-0000	Reimb - Supplies		69.79	N					N
:51198	003451/00	JUSTIN WRIGHT		6/11/2025	6/11/2025	44	Mileage			
1.	01-0000-0-5200.00-0000-7100-000-000-0000	Mileage 1/30/25 - AVC Site Visit - 38 miles		266.00	N					N
		3/11/25 - RHECC Basketball Game in Riverside - 222 miles								
		3/31/25 AVSBA Dinner Meeting in Acton - 74 miles								
		5/27/25 AVSBA Dinner Meeting in Palmdale - 46 miles								
:51199	003397/00	CRISTINA HOPKINS		6/11/2025	6/11/2025	44	Travel - NY Schools Fundam			
1.	01-6332-0-5200.00-8100-5900-040-000-0000	Travel - NY Schools Fundamenta		546.21	N					N
:51200	002344/00	MARK RILEY		6/11/2025	6/11/2025	44	Travel - Tiny House			
1.	01-0000-0-5200.00-1110-1000-020-72-105-0000	Travel - Tiny House		255.00	N					N
:51201	002546/00	DAVID STERK CONSTRUCTION	000000000	6/11/2025	6/11/2025	45	Dirt Work TMS Bus Drive			
1.	01-8150-0-5800.00-1110-8100-040-000-000-0000	Dirt Work TMS Bus Drive		5,000.00	N					N
51202	001896/00	CDE Food Distribution Division		2/28/2025	6/11/2025	45	Commodities			
1.	13-5310-0-4700.00-0000-3700-000-000-0000	25 S-007613		20.64	N					N
2.	13-5310-0-4700.00-0000-3700-000-000-0000	25 S-007614		1.23	N					N
3.	13-5310-0-4700.00-0000-3700-000-000-0000	25 S-007615		24.96	N					N
4.	13-5310-0-4700.00-0000-3700-000-000-0000	25 S-007616		5.03	N					N
5.	13-5310-0-4700.00-0000-3700-000-000-0000	25 SF-49348		325.65	N					N
		Total amount		377.51 *				0.00 *		
51203	000819/00	EARTH SYSTEMS CONSULTANTS	770521790	5/09/2025	6/11/2025	45	DSA Close Out Docs Scorebo			
1.	01-0000-0-5800.00-0000-8500-020-72-205-0000	Inv. 854020 RHS SB Scoreboard		127.50	N					N

Pay Voucher Transactions
 Date: 00/00/0000 - 99/99/9999
 PV#: 251136 - 251227

PV NO	Vendor/Addr LN	Name	Tax ID	Inv Date	Entered	UT	UT-Obj	UT-Rate	Batch	Description
:51204	003375/00	LIEBERT CASSIDY WHITMORE	953658973	4/30/2025	6/11/2025			45		Legal Service - April
		1. 01-0000-0-5800.00-0000-7100-000-000-0000			7,210.50	N				N
		Inv. 293519								
:51205	000410/00	ANTELOPE VALLEY SCH BD ASSOC	000000000	4/25/2025	6/11/2025			45		24-25 Dues
		1. 01-0000-0-5300.00-0000-7100-000-000-0000			400.00	N				N
		24-25 Dues								
:51206	000260/00	DEBRA COVERT		6/11/2025	6/11/2025			45		Medicare Prem. April-June
		1. 01-0000-0-3701.00-0000-7200-000-000-0000			555.00	N				N
		Medicare Prem. April-June 2025								
:51207	000362/00	JAMES JOHNSON		6/11/2025	6/11/2025			45		Medicare Prem. July-Sept.
		1. 01-0000-0-3701.00-0000-7200-000-000-0000			555.00	N				N
		Medicare Prem. July-Sept. 2025								
:51208	000730/00	ROBERT BARTELL	000000000	6/11/2025	6/11/2025			45		Medicare Prem. April-June
		1. 01-0000-0-3701.00-0000-7200-000-000-0000			555.00	N				N
		Medicare Prem. April-June 2025								
:51209	000771/00	TERRY R. ALLRED		6/11/2025	6/11/2025			45		Medicare Prem. April-June
		1. 01-0000-0-3701.00-0000-7200-000-000-0000			555.00	N				N
		Medicare Prem. April-June 2025								
:51210	000404/00	TIMOTHY FEICKERT	000000000	6/11/2025	6/11/2025			45		Medicare Prem. July-Sept.
		1. 01-0000-0-3701.00-0000-7200-000-000-0000			555.00	N				N
		Medicare Prem. July-Sept. 2025								
:51211	001231/00	DEBORAH MCVEY	000000000	6/11/2025	6/11/2025			45		Medicare Prem. June-Sept.
		1. 01-0000-0-3701.00-0000-7200-000-000-0000			740.00	N				N
		Medicare Prem. June-Sept. 2025								
:51212	000717/00	JENNIFER JUDD	000000000	6/11/2025	6/11/2025			45		Medicare Prem. July 2025



Southern Kern Unified School District

2601 Rosamond Blvd.
Rosamond, CA 93560

Agreement / Contract Coversheet

Vendor/Contractor Name	Date Contract Received	Board Date
Caldwell Flores Winters, Inc. (CFW)	6/10/2025	6/18/2025
Contract Title/Name	Contract Effective Dates	
Contract for Professional Consultant Services	From 6/19/2025	Final Contract to Superintendent's Secretary By: 6/11/2025
	Until Completed	

Description of Agreement

This Contract allows for Caldwell Flores Winters, Inc. to provide consulting services to SKUSD as it relates to the Master Facilities Plan.

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

Fixed/Startup Costs	N/A	Total Cost (NTE) Per Year	\$70,000.00
----------------------------	-----	----------------------------------	-------------

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 6/11/2025
---	-----------------------------------	--------------------------

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

<input checked="" type="checkbox"/> Ready for Board Agenda	Signature Camie Davies	Date 6/11/2025
--	----------------------------------	--------------------------

CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES

This contract is entered into this ___ day of _____ 2025 (hereinafter “Contract”), and is made by and between Caldwell Flores Winters, Inc. (hereinafter “CFW”) and the Southern Kern Unified School District, a California public school district located in Kern County (hereinafter, “District”), collectively hereinafter to be referred as the “Parties”.

RECITALS

WHEREAS, CFW provides professional consultant services for facilities planning and assessments, State aid grants for the modernization and construction of school facilities, educational program consulting, election services for bond/parcel tax campaign committees, and program implementation services for facilities and educational programs throughout the State of California;

WHEREAS, the District has contracted under separate agreement with CFW for the provision of professional consultant services for State aid grants for the modernization and construction of school facilities, and acknowledges such agreement;

WHEREAS, an affiliate company, CFW Advisory Services LLC, provides municipal advisory services in the issuance of municipal debt obligations;

WHEREAS, the District has contracted under a separate agreement with an affiliate company, CFW Advisory Services LLC, for municipal advisory services in the issuance of municipal debt obligations, and acknowledges such agreement;

WHEREAS, CFW may provide an integrated delivery method for these services for which the District has been apprised and may contract over time in whole or in part for these services by separate agreements or through its affiliate company, CFW Advisory Services LLC;

WHEREAS, the District desires to engage CFW to provide professional consultant services for the provision of planning consulting services as more particularly described in Exhibit A (hereinafter “Scope of Work”) and as such is made a part of this Contract;

WHEREAS, the District has determined independently that it cannot provide through its own personnel the services to be performed by CFW under this Contract;

WHEREAS, the District has determined independently that the services and Scope of Work to be provided by CFW are exempt from Public Contract Code Section 20111, and the District has fully complied with State Law, its policies, bylaws, rules, and/or procedures for entering into this Contract;

NOW THEREFORE, for good and valuable consideration of the covenants set forth herein and other good and valuable consideration, the receipt and adequacy of which is acknowledged by the District and CFW, the Parties hereby agree as follows:

I. PROFESSIONAL CONSULTANT SERVICES

CFW agrees to provide the District with professional consultant services as more fully set forth and specified in the Scope of Work (Exhibit A), incorporated herein for all purposes and made a part of this Contract by reference.

II. DISTRICT COOPERATION

In order to perform the Scope of Work, CFW will require complete and accurate information. The District understands and agrees to cooperate with CFW by furnishing all necessary District information and records in a timely, diligent and accurate basis to the extent practicable and upon the request of CFW. On occasion, CFW may require the opportunity to consult with District staff to obtain information that is not readily available from District records and to clarify information that is not otherwise self-evident. The District agrees from time to time to make its staff available for these consultations.

From time to time, when necessary and appropriate, CFW may request that the District authorize access to consultants that the District is currently working with in order to complete the Scope of Work contemplated herein. The District agrees to provide or authorize access to these additional professional services as necessary to carry out the scope of work, if needed.

III. CONFIDENTIALITY OF INFORMATION

CFW recognizes that information related to the services provided by CFW may be deemed public information and subject to be published and/or disclosed to the public as determined and directed by the District and/or State Law. Under this Contract, it shall be the responsibility of the District to make such initial determination of whether a particular document or other tangible information is subject to disclosure and to disclose said information at the appropriate time. While the District makes that determination, CFW shall regard all information received during the performance of services pursuant to this Contract and all information produced by CFW as confidential and shall not disclose such information to any other person or party without prior consent of the District. Upon written determination by the District of information to be published and/or disclosed to the public, CFW will cooperate to the extent possible to disclose or publish that information consistent with State Law.

IV. TERM

The Parties have agreed to a term of one (1) year for this Contract. The term of this Contract shall commence upon approval by the Governing Board of the District and execution by the Superintendent and shall continue through a twelve-month period thereafter. The District may choose to extend or renew the term of this Contract by a written instrument, mutually agreed to by the Parties and approved by the District.

V. INTEGRATED CONTRACT

This Contract in its entirety represents a full and complete understanding of every kind or nature whatsoever between the parties hereto and replaces or supersedes any and all preliminary negotiations, representations or implied covenants inconsistent with the terms of this Contract. This Contract is not intended to replace or supersede any prior contract for services between the Parties and may supplement and provide additional services not contemplated under those agreements.

VI. TERMINATION

In the event CFW fails or refuses to reasonably perform the provisions of the Scope of Work, the District may declare a default in the performance of the terms of this Contract by providing written notice specifying the nature of the default and the steps necessary to cure the default. CFW shall be provided a period of no less than twenty-one (21) calendar days from the date of the notice to cure the default.

In the event that the District terminates this Contract, or the Parties mutually agree to terminate this Contract, CFW shall be compensated pursuant to Section XIII based on the percentage of work completed as of the date of termination.

VII. NOTICES

All notices, demands, requests or approvals to be given under this Contract shall be given in writing and shall be deemed served when delivered personally or on the fifth business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as provided below.

Southern Kern Unified School District
ATTN: Barbara E. Gaines, Superintendent
2601 Rosamond Boulevard
Rosamond, CA 93560

Caldwell Flores Winters, Inc.
ATTN: Emilio A. Flores, Chief Executive Officer
2163 Harbor Bay Parkway
Alameda, CA 94502

VIII. DISPUTE RESOLUTION

Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall first be submitted to mediation, and if the matter is not resolved through mediation then to arbitration in Los Angeles County before a single arbitrator. The arbitration shall be administered by an organization mutually agreeable by the parties or pursuant to California Code of Civil Procedure Section 1280 et. seq. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from an appropriate court. The prevailing party in the arbitration shall be entitled to its reasonable

attorneys' fees and costs. All fees and costs for mediation and arbitration shall be split equally.

IX. CONSULTANT NOT AN EMPLOYEE OF THE DISTRICT

CFW shall have no authority to contract on behalf of the District and shall not represent itself as having such authority. It is expressly understood and agreed by the Parties that CFW, while engaged in carrying out and complying with any terms and conditions of this contract, is an independent contractor and not an officer, agent or employee of the District.

X. PREVAILING LAW

This agreement shall be interpreted and shall be governed by California law.

XI. ASSIGNMENT

CFW reserves the right to assign this contract in whole or in part to any successor or assignee with the written approval of the District. Such approval shall not be unreasonably withheld by District.

XII. ATTORNEY'S FEES

In the event that any action or proceeding, including any arbitration, is brought to enforce the provisions of this Contract, the prevailing party shall be entitled to reasonable attorneys' fees and costs of enforcement as determined by the court or any statute.

XIII. FEE FOR SCOPE OF WORK

Pursuant to Exhibit A, Section I, CFW agrees to provide professional services to develop a Facilities Assessment and Implementation Plan. District shall compensate CFW a total fee of \$65,000.00, payable in five (5) installments of \$13,000.00, commencing the first of the month after the execution of this Contract, followed by monthly payments on the first of the month for each period thereafter. In addition, expenses not to exceed \$5,000 will be included in the final invoice.

XIV. APPROVAL

This Contract shall not be executed by the District until such time as the Governing Board has approved and authorized its execution. In executing this contract, persons signing on behalf of CFW or District represent that each has the authority to do so.

This contract is hereby agreed to and executed on this the ____ day of ____ 2025.

AGREED:

Emilio A. Flores, Chief Executive Officer
Caldwell Flores Winters, Inc.

Barbara E. Gaines, Superintendent
Southern Kern Unified School District

EXHIBIT A SCOPE OF WORK
--

The following is the agreed Scope of Work between Caldwell Flores Winters, Inc. (“CFW”) and the Southern Kern Unified School District (“District”) for professional planning services to establish a Facilities Assessment and Implementation Plan as described below.

1. Review facility program goals and related needs, with a focus on implementing the District’s desired educational program (e.g., development of additional school facilities, expansion of school support facilities, mobile 1:1 devices and technology).
2. Conduct school site visit with District staff to identify current campus usage, required improvements, opportunities for reconfiguration, and options for facility placement.
3. Produce educational specifications for the required size and desired usage of new or modernized facilities.
4. Review District educational program, enrollment, capacity to house students, projected residential growth, existing State aid eligibility, available educational program facility requirements and impact on proposed need for facilities.
5. Incorporate design standards, 21st century best practices, and relevant California Department of Education criteria for proposed facilities.
6. Perform school site analysis using findings from school site visit, background information, and digital geographic resources (e.g. Google Earth) to develop one or more school site plan options for review and further input by District staff.
7. Work with District staff to integrate prior or third party studies, identify facility improvements, estimated costs of proposed improvements, required sequencing, interim housing an phasing, if needed.
8. Review and incorporate cost estimates and provide recommendations for adjustments to identified school facility needs.
9. Integrate finance plan to incorporate State aid opportunities.
10. Tailor a capital program to meet the availability and timing for anticipated funding and estimated escalation of costs.
11. Prepare a phasing and sequencing plan for proposed capital expenses including proposed sources and uses for implementation.
12. Document and publish findings within a Facilities Assessment and Implementation Plan for Board consideration.
13. Provide a bound hard copy of the Facilities Assessment and Implementation Plan and a digital copy for District use.



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	6/4/2025	6/18/2025
Contract Title/Name	Contract Effective Dates	Final Contract to Superintendent's Secretary By: 6/11/2025
District Business Office Systems Agreement 2025-2026	From 7/1/2025	
	Until 6/30/2026	

Description of Agreement
This Agreement is for the access, support and training in the use of the QSS/OASIS system.

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

Fixed/Startup Costs	N/A	Total Cost (NTE) Per Year	\$19,822.00
----------------------------	-----	----------------------------------	-------------

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	6/11/2025

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

<input checked="" type="checkbox"/> Ready for Board Agenda	Signature	Date
	Camie Davies	6/11/2025

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

District Business Office Systems Agreement
2025-2026

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

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

Services:

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

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

Southern Kern Unified SD proportionate share of cost based on W-2 count of 748

Payment Amount	No. of Payments	Annual Cost
\$ <u>4,955.50</u> x	4	\$ <u>19,822.00</u>

SUPERINTENDENT is authorized to transfer the amounts for the services described above on a quarterly basis from DISTRICT \$ 19,822.00

Account Code: 01-0000-0-5800.00-0000-7200-001

\$ 19,822.00
Section 1 Total

Southern Kern Unified SD
GOVERNING BOARD

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

By: _____
District Authorized Representative
Authorized Signatory Name: Barbara Gaines
Signatory Title: District Superintendent
Address: 2601 Rosmond Blvd.
Rosamond, CA 93560

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

Date: _____

Date: 6/2/25

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

District Business Office Systems Agreement
2025-2026

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

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

Services:

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

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

Southern Kern Unified SD proportionate share of cost based on W-2 count of 748

Payment Amount	No. of Payments	Annual Cost
\$ <u>4,955.50</u> x	4	\$ <u>19,822.00</u>

SUPERINTENDENT is authorized to transfer the amounts for the services described above on a quarterly basis from DISTRICT \$ 19,822.00

Account Code: 01-0000-0-5800.00-0000-7200-001

Section 1 Total

Southern Kern Unified SD
GOVERNING BOARD

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

By: _____
District Authorized Representative
Authorized Signatory Name: Barbara Gaines
Signatory Title: District Superintendent
Address: 2601 Rosmond Blvd.
Rosamond, CA 93560

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

Date: _____

Date: 6/2/25



Southern Kern Unified School District

2601 Rosamond Blvd.
Rosamond, CA 93560

Agreement / Contract Coversheet

Vendor/Contractor Name	Date Contract Received	Board Date
Character Strong	6/11/2025	6/18/2025

Contract Title/Name	Contract Effective Dates	Final Contract to Superintendent's Secretary By: 6/11/2025
Event Agreement	From 8/5/2025	
	Until 8/5/2025	

Description of Agreement

This Agreement is for Brain & Behavior Training Professional Development.

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

Fixed/Startup Costs	N/A	Total Cost (NTE) Per Year	\$19,500.00
---------------------	-----	---------------------------	-------------

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	6/11/2025

Purchase Order Prepared

Signature	Date

Ready for Board Agenda

Signature	Date
Camie Davies	6/11/2025

Event Agreement

School District: Southern Kern Unified Sch Dist

School: Rosamond Elementary, Westpark Elementary, Tropic Middle, Rosamond High, Alternative Ed.

Event Details: L1: Brain & Behavior Training

Date of Event: 08/05/25

Time: 08:00 AM - 03:00 PM

Time Zone: US/Pacific

Address: 3082 Glendower St.

Rosamond

CA

93560

Street Address

City

State

Zip Code

Location: Cafeteria

CharacterStrong Presenter: TBD

CharacterStrong Presenter Email: TBD

Number of Staff Members: approximately 300

Grade Levels Represented: Elementary K-5 Middle School 6th-8th High School 9th-12th

Roles Represented: Teachers Counselors Building Admin District Office Staff

Available Tech: Microphone Projector Speakers HDMI Cords

Curriculum: PurposeFull People Middle School Curriculum High School Curriculum

LoHi Toolkit (Gym) On Demand PD Tier 2 Solution Tier 3 Solution

Primary Point of Contact: Sheryl Taylor

Phone: (661) 378-4871

(661) 256-5060

Email: staylor@skusd.k12.ca.us

Role: Assistant Superintendent

Secondary Point of Contact: Velda Kirk

Email: vkirk@skusd.k12.ca.us

Invoice #: 33032

Event Agreement

Shipping Point of Contact: Sheryl Taylor

Phone Number: (661) 256-5060

Shipping Address: 2601 Rosamond Blvd. Rosamond, Ca 93560

Where will these supplies be stored?: District Office

Tracking number: Tracking Number

Necessary Accommodations:

We do not have any required accommodations. We have Tier 1 curriculum and are planning to purchase Tier 2 and Tier 3. I didn't mark the curriculum, as it is the Brain and Behavior Training.

Additional Information:

Paid for second trainer- MJ

Authorized Electronic Signature:

Sheryl Taylor

You can [click here](#) to view the agenda for your training.

CERTIFICATE *of* SIGNATURE

REF. NUMBER
8HCNX-ZMBDM-XERPX-2EG80

DOCUMENT COMPLETED BY ALL PARTIES ON
09 JUN 2025 22:53:57 UTC

SIGNER

**SOUTHERN KERN UNIFIED
SHARED**

EMAIL
STAYLOR@SKUSD.K12.CA.US

SHARED VIA
LINK

TIMESTAMP

SENT
06 JUN 2025 17:49:47 UTC

VIEWED
09 JUN 2025 22:37:36 UTC

SIGNED
09 JUN 2025 22:53:57 UTC

SIGNATURE



IP ADDRESS
66.215.16.18

LOCATION
ROSAMOND, UNITED STATES



CharacterStrong

1402 Lake Tapps Pkwy SE Ste F104 #128
Auburn, WA 98092
billing@characterstrong.com
characterstrong.com



INVOICE

BILL TO

Sheryl Taylor
Southern Kern USD
2601 Rosamond Blvd.
Rosamond, CA 93560
United States

SHIP TO

Sheryl Taylor
Southern Kern USD
2601 W ROSAMOND BLVD
ROSAMOND, CA 93560-6434
US

INVOICE # 33780

DATE 06/05/2025

DUE DATE 07/05/2025

TERMS Net 30

PRODUCT/SERVICE	QTY	RATE	AMOUNT
The Brain & Behavior Training Level 1 An interactive, 1-day training for groups of up to 150 attendees, focusing on a research-backed framework that equips educators with easy-to-use tools for supporting student & school success. Groups larger than 150 attendees are subject to an Additional Presenter fee.	1	15,500.00	15,500.00
Additional PD Presenter for Large Groups Additional PD Presenter for Large Groups	1	4,000.00	4,000.00
Sales Tax Sales Tax calculated by AvaTax for 154392-V0 at Fri Jun 6 01:23:26 UTC 2025	1	0.00	0.00

Remittance Address:
CharacterStrong
PO Box 12415
Newark, NJ 07101-3515
Pay Online or Send Remittance To:
PO Box 12415
Newark, NJ 07101

SUBTOTAL	19,500.00
TOTAL	19,500.00
BALANCE DUE	\$19,500.00

If payment requires board approval or you have other unique circumstances that might prevent you from processing payment before the due date, please reach out to billing@characterstrong.com and we'd be happy to discuss options.

Contracts, purchase orders, and vendor forms can be mailed to the CharacterStrong business address, or emailed to billing@characterstrong.com

EIN: 81-4174372 UBI: 604-043-554

CharacterStrong's Cancellation Policies can be found at:
<https://characterstrong.com/resources/cancellation-policies/>

Southern Kern Unified School District

Request for Purchase (RFP) Electronic Form

THIS IS NOT A PURCHASE ORDER

Site Special Education	Request Date 06/10/2025	Site Request # 0000932	Request Prepared By Dana Yohn	Needed By (date) 06/10/2025	
Suggested Vendor Character Strong		Vendor ID	Phone	Fax	Purchase Type
Address		City	State	ZIP	Supplies (each unit costs under \$500)
Purchase Explanation and Categorical Justification if needed					
PD - Brain & Behavior Training					Categorical
					LCAP
Other:					
Account String (DO use only)					

QTY	Product #	Description	Unit Cost	Price	Taxable	Total Tax
1		Brain & Behavior Training	19,500.00	19,500.00	No Tax (0)	0.00
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						
26						

<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Principal/Supervisor</td> <td>Date:</td> </tr> <tr> <td>Business Office</td> <td>Date:</td> </tr> <tr> <td>Superintendent/Designee</td> <td>Date:</td> </tr> </table>	Principal/Supervisor	Date:	Business Office	Date:	Superintendent/Designee	Date:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Subtotal</td> <td>19,500.00</td> </tr> <tr> <td>Tax 8.25%</td> <td>0.00</td> </tr> <tr> <td>Shipping</td> <td></td> </tr> <tr> <td>Other Costs</td> <td></td> </tr> <tr> <td>Total</td> <td>\$ 19,500.00</td> </tr> </table>	Subtotal	19,500.00	Tax 8.25%	0.00	Shipping		Other Costs		Total	\$ 19,500.00
Principal/Supervisor	Date:																
Business Office	Date:																
Superintendent/Designee	Date:																
Subtotal	19,500.00																
Tax 8.25%	0.00																
Shipping																	
Other Costs																	
Total	\$ 19,500.00																



Southern Kern Unified School District

2601 Rosamond Blvd.
Rosamond, CA 93560

Agreement/Contract Coversheet

Vendor/Contractor Name	Date Contract Received	Board Date
Soliant	6/11/2025	6/18/2025

Contract Title/Name	Contract Effective Dates	
Addendum A	From 8/11/2025	Final Contract to Superintendent's Secretary By:
	Until 6/5/2026	

Description of Agreement

This Addendum A provides for a SLP Telepractitioner to provide Speech Language Pathology services for SKUSD in the 2025/2026 school year.

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	\$170,000.00
----------------------------	-----	----------------------------------	--------------

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	6/11/2025

Purchase Order Prepared

Signature	Date

Ready for Board Agenda

Signature	Date
Camie Davies	6/11/2025



**ADDENDUM A
Terms of Teleservices Assignment
Equipment Provided**

This Terms of Teleservices Assignment is subject to the terms and conditions of that certain Client Services Agreement between the parties outlined below.

Assignment Details

Soliant Health, LLC ("Soliant" or the "Company") will contract with VocoVision for the provisions of telepractice services to Client. Client will pay Soliant for the hours worked by Contracted Telepractitioner under the following terms:

Contracted Telepractitioner:	Chelsea Kirton		
Client:	Southern Kern Unified School District		
Assignment Start Date:	08/11/2025	Assignment End Date:	06/05/2026
Position:	Tele- SLP		
Hours per Week:	37.5		
Bill Rate per Hour	\$115.00	<i>Bill Rate is all-inclusive^(a)</i>	
Technology Fee:	\$0.00		

One VocoVision station per full time position at no cost. Additional stations can be provided with a \$1,000 per unit refundable deposit and \$200 per unit nonrefundable configuration and shipping charge. Deposit will be refunded to the school district upon return of the station(s) in working condition within fifteen (15) days of the assignment being completed.

Miscellaneous:

- a) Sales tax will be added to professional fees if required by state law and client is not a tax-exempt entity.
- b) Should Client desire to convert the Contracted Telepractitioner named above from contracted personnel to a direct employee or direct contractor, Client shall reach out to their Company representative for more information..
- c) Client agrees to approve Contracted Telepractitioner's weekly log of service. Logs will be submitted on a weekly basis by Telepractitioner for Client's review and approval. Should Contracted Telepractitioner fail to submit paperwork or weekly log to show proof of completed work, Client agrees to notify Soliant in writing within three (3) business days of alleged failure. Client's failure to notify Soliant in writing within the three (3) day period shall negate any Client invoicing dispute.
- d) Client acknowledges Additional Terms and Conditions as applicable to teletherapy services and the provision thereof.
- e) Client acknowledges that Contracted Telepractitioner will be providing and using their own equipment in performance of duties.

By: 173231 - Southern Kern USD

Print Name: _____

Title: _____

Date: _____

Telepractice Provisions:

1. **Client Responsibilities.** Client agrees to the following items to facilitate VocoVision's provision of Services:
 - (a) Client shall be responsible for providing a secure environment for VocoVision hardware and software ("Equipment") installed and operated at Client's designated location(s).
 - (b) Client will provide sufficient infrastructure to support the proper operation of the Equipment, including network connectivity equal or superior to DSL access.
 - (c) Client warrants that its facilities and operations will comply at all times with all federal, state and local safety and health laws, regulations and standards.
 - (d) Client warrants that it will not use the Equipment for any purpose other than as contemplated hereunder and acknowledges that VocoVision is not responsible for any damages associated with such impermissible use.
 - (e) Client agrees to provide appropriate local support to facilitate remote Contracted Telepractitioner's ability to fulfill the responsibilities outlined in Duties and Responsibilities below.
2. **Scheduling.** Client agrees to the minimum hours of Services per week as stipulated in Addendum A: Terms of Teleservices Assignment and will schedule the appropriate number of student sessions and other related services each week to meet or exceed the minimum hours requirement. Client and Contracted Telepractitioner will agree upon a weekly schedule for Services which will be loaded into the VocoVision system. Any revisions to the schedule must be submitted to the VocoVision Operations Department no later than 12:00 PM EST Friday for Services the following week. VocoVision requires a 24-hour notice to cancel scheduled Services. One cancellation without notice is permitted per school year. Additional cancellations with less than 24 hours' notice will be billed at the regular rate. Note that VocoVision Contracted Telepractitioners are encouraged to complete non-therapy work (e.g., paperwork, planning, file reviews, etc.) during any such cancellation time.
3. **Administrative Responsibilities.** Client shall be responsible for orienting Contracted Telepractitioner to Client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to, individual education plans or Client-specific program plans. During the contracted assignment, should Contracted Telepractitioner fail to submit paperwork as required per Client's policies and procedures, Client must notify VocoVision in writing within three (3) business days of alleged failure. Failure to notify VocoVision within the three (3) day period shall negate any Client claim to withhold payment due to paperwork non-compliance by Contracted Telepractitioner. Within three (3) business days following the conclusion of a contracted assignment, Client shall conduct a final review to determine whether the completion of additional paperwork is needed from the Contracted Telepractitioner. Failure to notify VocoVision prior to the fourth (4th) day after conclusion of the assignment will negate any Client claim to withhold payment due to paperwork non-compliance by Contracted Telepractitioner.

Duties and Responsibilities

The duties and responsibilities of a Contracted Telepractitioner include, but are not limited to the following:

- a) Collaborates with the school district to identify students' communication characteristics, support resources, as well as any physical, sensory, cognitive, behavioral and motivational needs to determine the benefit a student may receive through telepractice.
- b) Collaborates with the school district to determine assessment resources - including their potential benefits and limitations - in the telepractice setting, and to develop a plan to assess students appropriately.
- c) Monitors effectiveness of services and modifies evaluation and treatment plans as needed.
- d) Maintains appropriate documentation of delivered services in a format consistent with professional standards and client requirements.
- e) Complies with state and federal regulations to maintain student privacy and security.
- f) Facilitates behavior management strategies in students as appropriate.
- g) Provides information and counseling to families and school personnel as needed

VocoVision Damaged Equipment Policy

If, during the course of contracted services, VocoVision computer equipment sustains damage or is missing components (keyboard, audio accessories, etc.), it should be reported immediately to the VocoVision Operations Department at 1-866-779-7005. Replacement equipment will be shipped to Client as needed. The costs of repairing or replacing the equipment (including shipping) will be charged to Client, but in no case shall exceed \$1,000 per unit.

At the end of the VocoVision contract period, all equipment must be returned in original packaging within 15 days of completion of services. All returned equipment will be inspected for both physical and internal damage. If equipment is found to be damaged, VocoVision reserves the right to withhold from Client deposit the cost of repairing or replacing the damaged equipment. If no Client deposit exists, VocoVision will bill Client for such charges and will provide supporting documentation of all costs.

Packaging

All packaging, boxes and containers used to ship VocoVision equipment are considered property of VocoVision and must not be discarded. Packaging should be stored and kept in good condition during the course of the contract and must be used for return shipping at the conclusion of services. If VocoVision packaging is lost or damaged, Client is solely responsible for obtaining replacement packaging to ensure undamaged return of equipment to VocoVision. In such cases, we strongly recommend the use of a professional packaging and shipping service, such as the UPS Store or a FedEx retail location.



Southern Kern Unified School District

2601 Rosamond Blvd.
Rosamond, CA 93560

Agreement/Contract Coversheet

Vendor/Contractor Name	Date Contract Received	Board Date
Concordia University Irvine	6/10/2025	6/18/2025

Contract Title/Name	Contract Effective Dates					
Memorandum of Understanding (MOU)	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;"><small>From</small></td> <td style="text-align: center;">6/19/2025</td> </tr> <tr> <td><small>Until</small></td> <td style="text-align: center;">6/19/2030</td> </tr> </table>	<small>From</small>	6/19/2025	<small>Until</small>	6/19/2030	<div style="background-color: black; color: white; padding: 5px; text-align: center;"> Final Contract to Superintendent's Secretary By: </div> <div style="text-align: center; border: 1px solid black; padding: 2px;">6/11/2025</div>
<small>From</small>	6/19/2025					
<small>Until</small>	6/19/2030					

Description of Agreement
<p>This School Counselor/Psychology Student Practicum/Fieldwork Agreement MOU will allow Concordia University Irvine to place students at SKUSD to participate in unpaid K-12 Educational Field Experience.</p>

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

Fixed/Startup Costs	N/A	Total Cost (NTE) Per Year	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	<small>Signature</small> Robert Irving	<small>Date</small> 6/11/2025
---	---	----------------------------------

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

<input checked="" type="checkbox"/> Ready for Board Agenda	<small>Signature</small> Camie Davies	<small>Date</small> 6/11/2025
--	--	----------------------------------



MEMORANDUM OF UNDERSTANDING

This Agreement is made and entered into as of the execution of the Agreement by both parties by and between Southern Kern Unified School District (“District”) located in Rosamond, California, and Concordia University Irvine ("University") a non-profit religious corporation located in Irvine, California.

WITNESSETH

WHEREAS, the governing board of a school district may enter into agreements with a college or university approved by the Commission on Teacher Credentialing (CTC) as a teacher education institution (Ed. Code Section 44227), to provide educational field experiences as may be called for in the requirements of the various authorized credentials for public school service; and

WHEREAS, any such agreement may provide for the payment in money or in services for the services rendered by the school district of an amount not to exceed the actual cost to the school district of the services rendered; and

WHEREAS, the University operates fully accredited educational programs for its students; and

WHEREAS, it is to the mutual benefit of the University and the District to make a program of educational fieldwork experiences available to the University’s students at the District’s facilities.

NOW, THEREFORE, it is mutually agreed upon between the parties as follows:

GENERAL TERMS AND CONDITIONS

1. **Term.** The term of this agreement shall commence on June 19, 2025 and terminate on June 19, 2030. **(Five year agreement – May be renewed with consent of both parties)**

2. **Termination.** Notwithstanding anything herein contained to the contrary, either party may terminate this agreement with thirty (30) days written notice to the undersigned. In the event of early termination of this agreement, students who have not yet completed their K-12 Educational field experience assignment in the District may complete their assignment at the discretion of the University. Nothing in this agreement shall limit the right of the University, acting in its sole discretion, to remove a student from the K-12 setting at any time.

3. Insurance.

a. University shall maintain professional liability insurance coverage at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, University agrees to maintain comprehensive general liability insurance at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. University shall ensure that such policies provide for notification to District at least thirty (30) days in advance of any material modification or cancellation of such coverage. University also agrees to maintain statutory Workers' Compensation coverage on any individuals characterized as employees of University working at District pursuant to this Agreement at all times during the course of this Agreement. University shall provide certificates evidencing all coverage referred to in this section upon request of District.

b. District shall maintain professional liability insurance coverage at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, District agrees to maintain comprehensive general liability insurance at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. District shall ensure that such policies provide for notification to University at least thirty (30) days in advance of any material modification or cancellation of such coverage. District also agrees to maintain statutory Workers' Compensation coverage on any individuals characterized as employees of District working at District at all times during the course of this Agreement. District shall provide certificates evidencing all coverage referred to in this section upon request of University.

4. Employment Status of Students. Except in the specific situations described below, University students shall not be considered to be employees of the District.

a. Students Participating in Unpaid K-12 Educational Field Experience not at Student's Place of Employment: If the students are participating in an unpaid K-12 educational field experience not at the student's place of employment, it is understood that the University's students are fulfilling specific requirements for field experiences as part of a degree or credential program requirement, and therefore, the University's students do not thereby become employees of the District by virtue of their field experience.

b. Students Participating in Unpaid K-12 Educational Field Experience at Student's Place of Employment: If the students are participating in an unpaid internship or field experience at the student's place of employment, it is understood by the University and the District that the field experience and work duties of the students shall be kept strictly separate.

c. Students Participating in Paid K-12 Educational Field Experience: If the students are provided with a nominal payment from the District intended to reimburse them for estimated

expenses related to their field experience, the students do not thereby become employees of the District. If, however, the students are paid wages by the District for their service, then they become employees of the District, and the District is responsible for all employee obligations.

5. Confidentiality.

a. All verbal and written information exchanges, as well as proprietary information relating to business practices, procedures or methods of the District shall remain strictly confidential and shall not be disclosed without consent of the District. The University agrees to notify students that they are responsible for respecting and maintaining the confidentiality of all information with respect to all students of the District.

b. The University and the District agree to comply with the Family Educational Rights and Privacy Act (FERPA) of 1974, and all requirements imposed by or pursuant to regulation of the Department of Education to the end that the rights and privacy of the students enrolled in the District and of their parents are not violated or invaded. This assurance is given to obtain access to individual student data for the purpose of using said data to fulfill assignments or contractual obligations with the District. The provisions of the Family Educational Rights and Privacy Act of 1974 include, but are not limited to ensuring that (a) no identification of students or their parent(s)/guardian(s) by persons other than representatives of the University and required persons performing activities mandated by the California Department of Education, California Commission on Teacher Credentialing (i.e. auditors) is permitted; (b) the individual student data will be destroyed when no longer needed for the purpose(s) for which they were obtained; (c) no access to individual student data shall be granted by the University to any other persons, agency, or organization without the written consent of the pupil's parent/guardian, except for sharing with other persons within the District or representatives of the University, so long as those persons have a legitimate interest in the information; (d) the District will not disclose the student records of the University's students except to University and District officials who have a legitimate need for the information consistent with their official responsibilities.

6. **Non-Discrimination.** Neither party shall unlawfully discriminate against any student on the basis of disability, age, race, color, gender, gender identity, sexual orientation, national and ethnic origin, or any other protected class in administration of the programs subject to this agreement.

7. **Transportation of Students.** Neither the University nor the District will provide transportation for students between the University and the District school. Each student shall be responsible for his or her transportation.

8. **Scope of Authority.** The District shall exercise exclusive control over the administration, operation, maintenance and management of the District and its schools, and the University's

students while they are in residence at the District. Subject thereto, the University shall exercise control and supervision over the operation, curriculum, faculty and students of the University within the prescribed framework.

9. Indemnification. Except as otherwise may be provided in this Agreement, each party shall indemnify, hold harmless and defend the other party from any and all loss, liability, claim, lawsuit, injury, expense or damage whatsoever including but not limited to attorneys' fees and court costs, arising out of, incident to or in any manner occasioned by the performance or nonperformance by such indemnifying party, its agents, employees, servants, students, or subcontractors, of any covenant or condition of this Agreement or by the negligence, improper conduct or intentional acts or omissions of such indemnifying parties, its agents, employees, servants, students, or subcontractors.

10. Scope of Work.

SCHOOL COUNSELING/PSYCHOLOGY PRACTICUM

“Practicum” as used herein refers to the hours that a student, enrolled in practicum-embedded course(s) in the University program, develops skills learned in previous and current courses under the supervision of a site supervisor working in a K-12 setting.

Practicum is to be completed under the direct supervision of a District employee who currently holds a Pupil Personnel Services (PPS) Credential with an authorization in school counseling and has a minimum of three years full time experience as a School Counselor/Psychologist.

For School Counseling students, it is the expectation that students are required to meet one-on-one with a client for six 30-minute sessions to gain experience developing counseling relationships through the application of counseling skills. Additionally, students should complete direct, as well as, indirect counseling experience in clinical settings working with other clients.

The University will ensure students who participate in practicum have met the requirements of a valid CTC document, which includes a fingerprint and background check. Students will be informed that a District has the authorization to require additional documentation before beginning their practicum assignment.

The District recognizes the importance of facilitating Practicum placements that will enhance the students' confidence as a professional counselor/psychologist. Settings for School Counselors/Psychologists should build basic counseling skills which include body language, listening, and development of trust with clients.

The University agrees to appoint a faculty member as a University Supervisor to administer the University's responsibilities related to the Program and oversee the students' Practicum experience at the District. The University Supervisor shall be responsible for ongoing communication with the District.

The District agrees to assume ultimate responsibility for the counseling services provided to students and the psycho-educational assessments administered to students, as well as, the delivery of results through reports and IEP meetings.

SCHOOL COUNSELING/SCHOOL PSYCHOLOGY FIELDWORK

"Fieldwork" as used herein refers to the hours that a student, enrolled in fieldwork course(s) in the University program, develops and practices skills learned in previous and current courses under the supervision of a university supervisor and a site supervisor working in a K-12 setting.

The District agrees to appoint a District employee as a District Representative to administer the District's responsibilities related to the Program and collaborate with the Fieldwork and Internship Coordinator for School Counseling or School Psychology and implement the student's fieldwork at the District.

The District Representative shall be responsible for on-going communication with the University, as well as the designation of District employees to serve as site supervisors responsible for direct supervision of assigned students. District employees designated as site supervisors shall meet the CTC criteria for supervising students. School Counseling/School Psychology site supervisors must have a current PPS credential with an authorization in school counseling/school psychology and a minimum of three years full-time experience as a school counselor or school psychologist. In the absence of the site supervisors so designated, suitable alternate persons will be designated and available.

The District Representative and site supervisors shall be granted with sufficient time to supervise, plan and implement the fieldwork including, when feasible, time to attend relevant meetings and conferences.

The District shall (a) support continuing education and professional growth and development of those staff members of the District responsible for supervision of assigned students; (b) provide the physical facilities and equipment necessary to conduct the fieldwork; (c) provide assigned students, whenever possible, with the use of library facilities, reasonable study and storage space; (d) make efforts to assist student in meeting course objectives; (e) advise the University of any changes in its personnel, operations or policies which may affect the fieldwork; (f) permit inspection by the University of the facilities, services available for learning experiences, student records, and other items pertaining to the fieldwork; (g) determine the number of students which the District can accommodate during a given period of time and accept only the number of students which the District can accommodate; and (h) provide access to the

University and its students the applicable District rules and regulations with which they are expected to comply.

The University will provide a valid and reliable assessment that the District will use to assess the student's competence, a minimum of twice, at the mid-point and at the conclusion of fieldwork. The completed assessment will be forwarded to the University after each administration of the assessment and upon the conclusion of each student's fieldwork. Notice will be provided to the University, as soon as practical and at least by mid-term of a student's fieldwork, of any serious deficiency noted in the ability of the student to progress toward achievement of the stated objectives of the field experience. The District shall otherwise have the right to terminate any student whose health or performance is a detriment to any student's well-being or to achievement of the stated objectives of the student's field experience. Prior to such termination, the District shall notify the University's Fieldwork and Internship Coordinator.

The University agrees to appoint a faculty member as Fieldwork and Internship Coordinator to administer the University's responsibilities related to the Program and oversee the students' fieldwork at the District. The Fieldwork and Internship Coordinator shall be responsible for ongoing communication with the District.

The University agrees to assume responsibility for assuring compliance with applicable educational standards established by the California Commission on Teacher Credentialing (CTC), Council for the Accreditation of Educator Preparation (CAEP), and National Association of School Psychologists (NASP).

The University agrees to notify the District, at a time mutually agreed upon, of its planned schedule of student assignments, including each student's name, level of academic preparation, and length and date of the fieldwork. The University shall refer to the District only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum.

The University agrees to advise assigned students regarding appropriate health and professional liability insurance. All students will be covered by the University's group professional liability insurance as required by the terms of this agreement. The University agrees to require assigned students to comply with existing pertinent rules and regulations of the District and all reasonable directions given by qualified District personnel during periods of fieldwork assignment and while on District premises.

The University and the District agree to establish the educational objectives for the Program, devise methods for their implementation, and continually evaluate the Program to determine its effectiveness.

SCHOOL COUNSELING/SCHOOL PSYCHOLOGY INTERN

The Intern School Counselor or Psychologist is approved to assume the functions

authorized by the Pupil Personnel Services School Counseling Intern Credential provided that the Intern's services meet the needs of the participating district, the Intern does not displace other certificated employees in the participating district, and this agreement meets with the District's contractual specifications with certificated employees.

The University shall ensure students in the Intern Program hold a Baccalaureate degree or higher from a regionally accredited institution of higher education and have satisfied the additional requirement of meeting the California Basic Skills requirement, most commonly met by the passage of the CBEST assessment and are enrolled in internship courses in the University program.

The University shall provide a University supervisor to work cooperatively with the Intern School Counselor or Psychologist and site supervisor.

The University will provide a valid and reliable assessment that the District will use to assess the Intern's competence, a minimum of twice, at the mid-point and at the conclusion of the Internship. The completed assessment will be forwarded to the University after each administration of the assessment and upon completion of the Internship. Notice will be provided by the District to the University, as soon as practical and at least by mid-term of a student's Internship, of any serious deficiency noted in the ability of the Intern to progress toward achievement of the stated objectives of the Internship.

The District shall authorize a District employee who currently holds a Pupil Personnel Services (PPS) Credential with an authorization in school counseling and has a minimum of three years full time experience as a School Counselor or School Psychologist to supervise the Intern student. The site supervisor shall be granted with sufficient time to supervise, plan, and implement the Internship, including, when feasible, time to attend relevant meetings and conferences.

The District shall (a) support continuing education and professional growth and development of staff members of the District responsible for supervision of assigned Interns; (b) provide the physical facilities and equipment necessary to conduct the Internship; (c) advise the University of any changes in its personnel, operations, or policies which may affect the Internship; (d) permit inspection by the University of the facilities, services available for learning experiences, student records, and other items pertaining to the Internship; and (e) provide access to the University and its students the applicable District rules and regulations with which they are expected to comply.

The District shall ensure no Intern School Counselor or Intern School Psychologist will have his/her salary reduced by more than one-eighth of the total contracted pay to cover costs of site supervision. The salary of the Intern School Counselor or Intern School Psychologist shall not be less than the minimum base salary paid regularly certificated personnel in similar positions.

The District agrees that the Intern School Counselor or Intern School Psychologist will

remain an employee of the District for the term of the issued Intern Credential or completion of the program, whichever occurs first.

The District shall ensure that the Intern School Counselor or Intern School Psychologist does not displace other certificated Pupil Personnel Services employees in the District.

11. General Provisions.

- a. Entire Agreement; Amendment. This Agreement including the attachments and exhibits hereto contains the complete and full agreement between the parties with respect to the subject matter hereof and shall supersede all other agreements relative to the subject matter hereof by and between the parties. This Agreement may be amended but only by an instrument in writing signed by both parties to the Agreement.
- b. Assignment. University shall not subcontract, assign its rights or delegate its duties under this Agreement without the prior written consent of District. This Agreement shall be binding on and inure to the benefit of successors and permitted assigns of each party.
- c. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any action arising out of this Agreement shall be instituted and prosecuted only in a court of proper jurisdiction in Orange County, California.
- d. Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.
- e. Waiver. Any waiver of any terms, covenants and/or conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms, covenants and/or conditions hereof shall not be construed as a waiver of any other terms, covenants and/or conditions hereof nor shall any waiver constitute a continuing waiver.
- f. Execution. This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same document. Counterparts may be exchanged by facsimile or email. Each counterpart, whether an original signature or a facsimile copy, shall be deemed an original as against any party who signed it.

The following signatures hereby indicate approval of this agreement:

Concordia University Irvine

By: _____

Name: Rev. Dr. Scott Ashmon

Title: Senior Vice President and Provost

Date: _____

DISTRICT

Signature: _____

Printed Name: Barbara Gaines

Title: Superintendent

Date: June 19, 2025

Concordia University Irvine

Address: 2601 Rosamond Blvd. Rosamond,
CA 93560

Attn: Dr. Charlie Rodrigues

1530 Concordia West

Irvine, CA 92612

Copy to:

General Counsel (ronald.vanblarcom@cui.edu)

MOU Coordinator (charlie.rodrigues@cui.edu)



Southern Kern Unified School District

2601 Rosamond Blvd.
Rosamond, CA 93560

Facilities Use Application Permit

Site	Date Received	Board Date
Rosamond High School	6/2/2025	6/18/2025

Facilities Use Application Permit	Effective Dates	Final Contract to Superintendent's Secretary By:
Roadrunner Music Booster Club	From 6/29/2025	6/11/2025
	Until 7/5/2025	

Description
The Roadrunner Music Booster Club would like to use the Rosamond High School student parking lot to set up a Phantom Fireworks Booth. The proceeds will go to the Roadrunner Music Booster Club to support Roadrunner Music Programs.

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	6/11/2025

Purchase Order Prepared

Signature	Date

Ready for Board Agenda

Signature	Date
Camie Davies	6/11/2025



SOUTHERN KERN UNIFIED SCHOOL DISTRICT

2601 Rosamond Blvd.
Rosamond, CA 93560
(661) 256-5000

FACILITIES USE APPLICATION PERMIT

Roadrunner Music Booster Club Yes
Organization/Group Name **Nonprofit**

CLASON, Mark E CLASON, Mark E
Contact Person(s)

Music Booster Club Facilitator Music Teacher
Title

661-478-7535 Organization
Phone

661-4787535 Event Coordinator 661-478-7535 Onsite Contact
Cell Phone

mclason@skusd.k12.ca.us mclason@skusd.k12.ca.us
E-mail address

2925 Rosamond Boulevard
Address

Rosamond
City

CA
State

93560
Zip Code

Site Requested: Rosamond High Early College Campus

Describe purpose/event:

Annual Summer Fundraiser, Phantom Fireworks Booth - We want to set up on the southwest corner of the student parking lot, across the street from Rite Aid (30th Street West & Rosamond Boulevard). We have set up in this location for the past 2-3 years and find it is more conducive to parking lot management during the time frame (June 30-July 05, 2025).

List all supplies which will be brought onto campus:

Phantom Fireworks drops off the booth in late June and assembles it June 29th. Inventory is delivered June 30th. All other materials and supplies (shade canopies, tables, chairs, snow cone machine, etc.) are already on campus or purchased and delivered by the Music Booster Club.

Number of anticipated participants: 30

Facilities Requested:

Classroom (Site and Room #)	RHECC Football Field w/lights	RHECC FB Old Snack Bar
Cafeteria (Site)	RHECC Football Field w/out lights	RHECC FB New Snack Bar
WES Field	RHECC JV Baseball Field	RHECC Library
RES Field	RHECC Var Baseball Field	
TMS Field	RHECC JV Softball Field	
Alt. Ed Field	RHECC Var Softball Field	

x **Other (Specify):** SW corner of the Student Parking Lot

Special equipment needed(specify quantity needed):

0 Tables 0 Chairs0 Lectern 0 Piano 0 Microphone 0 Stage 0 Sound System 0 Projector/Screen

Set up instructions:

N/A - We will handle the set-up and tear-down.

Dates & Times You Are Requesting:

Note: When requesting dates or a series of dates, please take school holidays into consideration. If you do not specify that you want to omit a date (for example, a date[s] occurring during the Winter Break), then it will be assumed that you are requesting these dates and will be billed for use on those dates accordingly.

Date(s)/Series of Dates Requested	Day of Week	Times
From: 06/29/2025 To: 07/05/2025	S _ M _ T _ W _ Th _ F _ Sa _ x	From: 8:00 AM To: 11:00 PM
From: _____ To: _____	S _ M _ T _ W _ Th _ F _ Sa _	From: _____ To: _____
From: _____ To: _____	S _ M _ T _ W _ Th _ F _ Sa _	From: _____ To: _____
From: _____ To: _____	S _ M _ T _ W _ Th _ F _ Sa _	From: _____ To: _____

SECTION I GENERAL RULES REGULATIONS GOVERNING THE USE OF THIS FACILITY

1. Food and beverages may not be sold without applicable food permits from the local environmental health department.
2. Display or signs must be approved by the School District.
3. Use of alcohol, drugs and other intoxicants are absolutely prohibited.
4. No Smoking shall be permitted on the premises.
5. No Gambling shall be permitted on the premises.
6. No program shall contain matter, which might tend to cause a breach of the peace, incite to riot, or which constitutes subversive doctrine or seditious utterance or which agitate for changes in our form of government or social order or by violence or unlawful methods.
7. If free use is granted as provided in the Civic Center Act, the meeting shall be non-exclusive and shall be open to the public.
8. All organizations shall properly supervise all attendees. Juvenile organizations must have adequate adult supervision and sponsorship.
9. Use of buildings or grounds may be granted for a period not to exceed one year. However, applications are renewable each July, or may be revoked at any time at the discretion and/or needs of the District.
10. This permit is not transferable.

INITIAL: mec

SECTION II INSURANCE

FACILITY USER shall furnish the District 10 days in advance of the occupancy time of this permit and PRIOR TO THE ISSUANCE OF THIS PERMIT, a Certificate of Insurance and an Additional Insured Endorsement, naming the District, its officers, employees, agents and volunteers as Additional Insured. Said Insurance shall be issued by an insurance company (s) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-/VII" in the Best Insurance Rating Guide. If Non-Admitted insurance is provided, then the acceptability shall be subject to review and determination by the District's Risk Manager or representative. Required insurance shall include:

- A. Commercial General liability insurance which shall include contractual, products and completed operations coverage, bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000 per occurrence.
- B. Workers' Compensation insurance as required under the California Labor Code. Nothing herein in observing the minimum insurance requirements, shall serve to imply or reduce the FACILITY USER's liabilities or obligations for liability under the indemnification provision of the Permit and Agreement.

INITIAL: mec

SECTION III DAMAGE TO DISTRICT PROPERTY

FACILITY USER agrees both as an organization and as signatory individual to be jointly and personally responsible for all damage to District Property that may arise during or by the permitted activity.

INITIAL: mec

SECTION IV FIRE AND SAFETY REGULATIONS

1. At no time shall there be more people admitted to the facility or any room thereof than the legal seating capacity allows.
2. No Flammable decorations shall be used unless flame resistant or flame proof in accordance with the State Health and Safety Codes.
3. No device that produces flame, spark, smoke or explosion (including fireworks) shall be used on the premises.

INITIAL: mec

SECTION VI FACILITY USERS

The use of District facilities shall be determined, in part, based on the nature of the group. The priority order for usage is as follows:

1. District activities
2. Student Body activities
3. Other Public Entity activities
4. Non-Profit Organization activities
5. Community activities
6. For-Profit Business activities

Pursuant to the Civic Center Act, the use of school buildings, grounds, and equipment, **shall** be granted, when an alternative location is not available, to non-profit organization and clubs or associations organized to promote youth and school activities, including but not limited to: Girl/Boy Scouts, Campfire Girls, Parent-Teacher Associations, and School Community Advisory Councils. Such permissive use shall not apply to any group that uses school facilities or grounds for fundraising activities that are not beneficial to youth or public school activities, as determined by the governing board. All other users **may** be granted use of the facility if the purpose is for public, literary, scientific, recreational, educational, or public agency meetings.

FACILITY USERS holding functions or meeting where admission fees are charged or contributions are solicited, and the net receipts are not expended for the welfare of the pupils of the District, or for charitable purposes, the District **shall** charge the user an amount equal to fair rental value of the property.

INITIAL: mec

REQUIRED HOLD HARMLESS AND INDEMNIFICATION:

I Mark E Clason and Roadrunner Music Booster Club
(names of signatory individual and organization, permittee) agree to both personal and joint liability as an organization to indemnify, hold harmless and defend the Southern Unified School District (District) and each of its officers, officials, employees, volunteers and agents from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability including but not limited to personal or bodily injury, death at any time and property damage) incurred by the District, the Permittee or any other person and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expense), arising or alleged to have arisen directly or indirectly out of this permit or the use of this facility. The Permittee's obligations under the preceding sentence shall apply regardless of whether the District or any of its officers, official's employees, volunteers or agents are

negligent, but shall not apply to any loss, liability fines, penalties, forfeitures, cost or damages caused solely by the willful misconduct of the District.

REQUIRED CERTIFICATION:

Applicant(s)/Permittee(s) hereby certify that he/she is an "authorized person" of the permittee organization. Permittee further agrees that in addition to the liability of the organization, the signatory individual of the Permittee agrees to also be jointly and personally liable for all costs and liabilities as outlined on both sides of this form.

CIVIC CENTER ACT:

School Districts are permitted to make reasonable rules governing the use of their facilities and in certain situations, charge reasonable fees.

APPLICABLE FEES: School Districts are permitted to charge reasonable fees to recover District costs associated with event. All fees shall be paid upon actual reservation to the Districts Business Department. Any additional fees and actual hours will be billed. The District must receive notice of cancellation 48 hours in advance. [\[CLICK HERE\]](#) to view Facility Fees

ACKNOWLEDGEMENT AND AGREEMENT: I have read all the pages of the Facilities Use Application Permit, including the rules and regulations covered in Sections I – VI, and agree to all the terms as written.

Mark E Clason
Applicant/Permittee Signature

06/02/2025
Date

DISTRICT APPROVALS:

Appropriate Activity _____

Insurance Endorsement Received

Building Administrator: _____
Signature

Date

District Official: _____
Signature

Date

PROCESSING _____	SET UP FEE: _____	CUSTODIAL FEES: _____
ROOM RENTAL TOTAL HOURS _____	COST PER HOUR _____	TOTAL RENTAL FEE _____
ATHLETIC FIELD FEES _____	Other fees: _____	TOTAL ALL FEES: \$ _____

APPLICATION ATTACHMENTS

Add Attachments button below to upload the following documents.

- Certificate of Insurance Naming Southern Kern USD as Additional Insured (required)
- Verification of Nonprofit Status (if applicable)
- Additional Information (optional)

SECTION II INSURANCE

FACILITY USER shall furnish the District 10 days in advance of the occupancy time of this permit **and** PRIOR TO THE ISSUANCE OF THIS PERMIT, a Certificate of Insurance and an Additional Insured Endorsement, naming the District, its officers, employees, agents and volunteers as Additional Insured. Said Insurance shall be issued by an insurance company (s) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-/VII" in the Best Insurance Rating Guide. If Non-Admitted insurance is provided, then the acceptability shall be subject to review and determination by the District's Risk Manager or representative. Required insurance shall include:

A. Commercial General liability insurance which shall include contractual, products and completed operations coverage, bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000 per occurrence.

B. Workers' Compensation insurance as required under the California Labor Code. Nothing herein in observing the minimum insurance requirements, shall serve to imply or reduce the FACILITY USER's liabilities or obligations for liability under the indemnification provision of the Permit and Agreement.

I confirm I have read and understood the statement above.

Mark E Clason

Signature

06/02/2025

Date



ATTENTION

All requests that involve multiple school sites and/or campuses will require a separate Facilities Use Application per **each site**.



Southern Kern Unified School District

2601 Rosamond Blvd.
Rosamond, CA 93560

Agreement / Contract Coversheet

Vendor/Contractor Name	Date Contract Received	Board Date
Subject Technologies, Inc.	6/4/2025	6/18/2025

Contract Title/Name	Contract Effective Dates						
License and Services Agreement	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">From</td> <td style="width: 50%;">6/9/2025</td> </tr> <tr> <td>Until</td> <td>6/8/2026</td> </tr> </table>	From	6/9/2025	Until	6/8/2026	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">Final Contract to Superintendent's Secretary By: 6/11/2025</td> </tr> </table>	Final Contract to Superintendent's Secretary By: 6/11/2025
From	6/9/2025						
Until	6/8/2026						
Final Contract to Superintendent's Secretary By: 6/11/2025							

Description of Agreement

The attached Agreement allows for SKUSD to use Subject Technologies as an online learning platform for summer school.

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

Fixed/Startup Costs	N/A	Total Cost (NTE) Per Year	\$19,030.00
----------------------------	-----	----------------------------------	-------------

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 6/11/2025
---	-----------------------------------	--------------------------

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

<input checked="" type="checkbox"/> Ready for Board Agenda	Signature Camie Davies	Date 6/11/2025
--	----------------------------------	--------------------------

Subject

This License and Services Agreement (“**Agreement**”) is entered into by and between Subject Technologies, Inc., a Delaware corporation with its principal place of business at 345 N. Maple Drive, Ste 130, Beverly Hills, CA 90210 (“**Subject**”), and **Southern Kern Unified School District**, an educational institution with its main campus located at **2601 W Rosamond Blvd, Rosamond, California 93560-6434 United States** (“**School**”). Subject and School are sometimes referred to herein as the “Parties” or each as a “Party.”

Subject provides digital content solutions and related services for education institutions, including course content, technology, and instructional and administrative support. School is an educational institution offering secondary programs and instruction to its students. In consideration of the mutual covenants and agreements set forth below and in the standard terms and conditions attached hereto as Exhibit A (which is incorporated herein by reference in its entirety), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties acknowledge and agree as follows:

Licensed Content; Services

Subject will license to School the “**Licensed Content**”, which consists of the Subject Curriculum and related content within the Subject platform. The “**Subject Curriculum**” means the Subject Learning offerings including Courses, Videos, Quizzes, Assignments, and Final Exams administered through the Subject platform. School and Authorized Users also will have access to real-time chat support for academic help (Homework Helper) and general platform assistance to Subject members. Subject will also provide the “**Services**” set forth in Section 2 of Exhibit A.

Payments

School will pay Subject the subscription fee set forth below (“**Subscription Fee**”) for the License and Services provided under this Agreement during the Term. School shall be obligated to pay the full Subscription Fee even if all Licenses are not activated during the Term (as defined below).

The full Subscription Fee is non-refundable and due within 30 calendar days of **receipt of the invoice**.

Product	Quantity	Price/Seat	Subscription Fee
Southern Kern Unified School District - 2025- 2026 Standard License	173	\$110	\$19,030
Summer School Licenses		(Pro-rated for Summer School)	
Term Date: 06/09/2025- 06/08/2026			
		Subscription Fee (Total)	\$19,030

Payments

School may purchase additional Licenses for Authorized Users (“**Additional Licenses**”) during the Term pursuant to the pricing table set forth below by signing a Change Order with Subject reflecting the number of Additional Licenses desired. Subject shall deliver the Additional Licenses upon the execution of a Change Order by the Parties and payment by School to Subject for the Additional Licenses when due. Fees for Additional Licenses shall be invoiced by Subject and payable to Subject by School within 15 calendar days of the date of each such invoice.

Product Type	License #	Price/License/Annual
Standard License Providing flexible credit options for original courses and/or credit recovery courses. This license covers both scenarios and gives full access to our course catalog	0-199	\$500.00
	200-399	\$440.00
	400+	\$420.00
<i>The above licenses also include:</i> <i>Unlimited PD & Partner Support</i> <i>Live Chat Support & Tutoring</i> <i>Progress & Course Completion Reports</i> <i>Homework Helper</i> <i>Full Course Library Access</i> <i>Course Facilitation (Scoring done by Subject)</i> <i>Advanced Reporting</i> <i>Integrations</i>	n/a	\$0.00

Payments

Any amounts not paid when due shall bear interest from the due date at the rate of 2% of the unpaid fee per month, or the highest rate of interest permitted by law, whichever is lower. If School fails to pay any amount when due under this Agreement, Subject reserves the right to (i) remove all discounts offered to School under this Agreement; (ii) stop providing services to School after 60 calendar days of nonpayment; or (iii) recover any reasonable out-of-pocket expenses incurred by Subject to cover (a) the cost of services performed by Subject for any unpaid portion of the Term of this Agreement, or (b) costs in connection to collecting payments due, including, but not limited to, any bank charges for returned checks and attorneys’ fees. In the event of any late payment that is not cured within 10 calendar days of the date of notice thereof, Subject may decline to provide further services until all amounts due and late fees are paid in full. No refunds of any kind will be provided under this Agreement.

Subject shall issue the Licenses for activation and provide the Services (as defined in the Terms and Conditions) immediately upon (i) payment in full of the Base Fee or fees for the Additional Licenses (if applicable) when due or (ii) receipt by Subject of a Purchase Order from School.

This Agreement will commence on **the contracted term date** (“Initial Term”). Users who have not activated their Licenses, if any, may transfer their License to another Authorized User during the Term (as defined below) upon 15 days’ prior written notice to Subject. This Agreement shall automatically renew for additional one year terms (each, a “**Renewal Term**”), unless a Party notifies the other Party via written notice of its intent to terminate at least 90

Term

calendar days prior to the end of the then-current Initial Term or Renewal Term, as applicable. The Initial Term, together with any Renewal Term(s), will be referred to as the “**Term**.” Additional Licenses shall be subject to the term lengths indicated in such Additional License invoice. Subject will provide a pricing list to School at least 90 calendar days prior to the end of the then-current Initial Term or Renewal Term, as applicable. If School does not send a written notice of termination to Subject during the termination window above, then School will be deemed to have accepted the latest pricing list and the same number of Authorized Users in effect at the end of the prior term for the Renewal Term. Fees for such Renewal Term shall be due within 90 calendar days of the date of renewal.

Subject Technologies, Inc.

Southern Kern Unified School District

Barbara Gaines

Name: Annie Lei

Name:

Barbara Gaines

Title: Chief Revenue Officer

Title:

Superintendent

Date:

Date:

6/4/2025

EXHIBIT A
SUBJECT TECHNOLOGIES, INC.
LICENSE AND SERVICES AGREEMENT
STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions are hereby fully incorporated into the Subject Technologies, Inc. License and Services Agreement to which this Exhibit A is attached, together, collectively referred to as the “**Agreement.**”

1. License.

- a. Subject to the terms and conditions of this Agreement, and solely as permitted in this Agreement, Subject hereby grants School and those individuals enrolled at School during the Term and designated by School and confirmed by Subject as authorized users (“**Authorized Users**”) a non-exclusive, non-transferable, non-sublicensable license during the Term to access, display, and use the Licensed Content, as may be amended from time to time in accordance with the provisions set forth herein (“**License**”). School and Authorized Users may access, display, and use the Licensed Content only for their internal business purposes or personal use, and they shall not display the Licensed Content publicly, record the Licensed Content, or share the Licensed Content with any third party. School’s and Authorized Users’ access to, and display and use of, the Licensed Content also shall be subject to the terms and conditions located at <https://subject.com/terms-of-service> (“**Website Terms of Service**”). To the extent there is any conflict between the Website Terms of Service and this Agreement, this Agreement shall control. For the avoidance of doubt, the Licenses shall not be activated until School pays Subject in full for such Licenses.
- b. School and Authorized Users shall not: (i) use or display the Licensed Content other than as expressly permitted in this Agreement; (ii) record, reproduce, publicly display, or publicly perform the Licensed Content; (iii) remove or destroy any copyright notices, trademark notices or other proprietary markings included in or on the Licensed Content; (iv) modify or adapt the Licensed Content, merge the Licensed Content into other content, or create derivative works based on the Licensed Content; (v) provide any third party with access to the Licensed Content; (vi) access the Licensed Content except as expressly permitted in this Agreement; or (vii) transmit the Licensed Content through any medium including social media or electronic mail. School shall be responsible for any unauthorized use or display of the Licensed Content or other breach of this Agreement by School or Authorized Users.
- c. School acknowledges and agrees that, as between Subject and School, Subject owns all right, title and interest in the Licensed Content. Nothing in this Agreement shall grant School or anyone else any ownership rights in the Licensed Content. School further acknowledges and agrees that it may be necessary for Subject to make changes to the Licensed Content during the Term. Accordingly, School agrees that Subject, at its discretion, may modify Licensed Content during the Term.
- d. At its discretion, Subject may arrange for the Licensed Content to be made available to School and Authorized Users in a third-party hosted environment. In that instance, School, on behalf of itself and all Authorized Users, acknowledges the Licensed Content will be hosted by a third party using third-party servers and other third-party equipment, hardware and software, and School agrees, on behalf of itself and all Authorized Users, that Subject shall have no liability in the event of any breach, malfunction, or failure of such third party servers, equipment, hardware or software, or in the event the Licensed Content is inaccessible or unavailable to School or Authorized Users, or in the event the Licensed Content or use or display of the Licensed Content is interrupted, untimely, delayed or not error-free. School, on behalf of

itself and all Authorized Users, also acknowledges that Subject has no control over the flow of data between School, Authorized Users, and any third-party host and Subject shall have no responsibility or liability with respect thereto. If Subject makes the Licensed Content available in a hosted environment, School, on behalf of itself and all Authorized Users, acknowledges and agrees School and the Authorized Users are responsible for obtaining and maintaining all hardware, software, and services (e.g., telecommunications services, ISP accounts, etc.) required to access the Internet and the Licensed Content.

2. Services. Subject shall provide to School the following “Services”, as may be amended from time to time in accordance with the provisions set forth herein. The specific scope of services shall be detailed below, which is attached to and forms an integral part of this contract. School will provide all necessary and reasonably requested information, direction, and cooperation to enable Subject to provide the Services.
 - Administrative and Academic Support. In an effort to maintain a high level of customer service, Subject shall provide email and live chat support to prospective students, active students, and School instructors serving as the teacher of record for the Subject Curriculum. Such support will include admissions, enrollment, and administrative assistance for students. Students are also able to access our live chat Homework Helper feature for academic assistance. For teachers, it will include technology, process, and general administrative support.
 - Curriculum Development Support and Program Management. For the courses offered as part of the Subject Curriculum, Subject shall provide content, simulations, videos, presentations and other typical online course content developed and owned by Subject that will be reviewed and approved by School faculty and instructors.
 - Technology. Subject will provide, and shall maintain, periodically revise, and host a technology platform for the Subject Curriculum, to serve as an online platform for students, teachers, support coordinators, and other staff and to enable online applications, course delivery, Subject Curriculum communications, and such other functions as are mutually agreed to by the Parties (“**Platform**”). The Platform is (a) designed to enable the effective delivery of Program curriculum and (b) shall be made available to Authorized Users. The Parties agree to negotiate in good faith should School wish to use the Platform for other academic programs offered by School. Subject will be responsible for correction of any errors, bugs, and defects in the Platform within a reasonable period of time.
 - Identity Validation. Subject shall have and maintain processes and mechanisms in place to ensure that each student registering for a course is the same student who participates in the course.
 - Academic and Professional Certification. Upon request by School, Subject shall assist School in providing information to aid in approval of the Subject Curriculum by regulators.
 - Program and Student Evaluation. Subject shall gather ongoing data of Authorized Users to further overall evaluation of the Subject Curriculum, including, but not limited to, student satisfaction with the Subject Curriculum, evaluation of instructors, and such other matters in such form and at such frequency as School may reasonably require.
3. Payments. For the License and Services to be provided hereunder, Subject will be due the payments, as may be amended from time to time in accordance with the provisions set forth herein. Except as otherwise agreed to in writing by the Parties, the Payments are inclusive of and cover the cost of all materials used for the provision of the License and Services. The Payments do not include or otherwise cover any local, state, federal or foreign taxes, levies, or duties of any nature charged to Subject in connection with the provision of the License and Services, excluding only taxes based on Subject’s net income (“**Taxes**”). School is responsible for paying all Taxes. If Subject has the legal obligation to pay or collect Taxes based on School’s or Authorized Users’ use of the License or receipt of the Services, such amount may be invoiced to and will be paid by School to Subject unless School provides Subject with a valid tax exemption certificate authorized by the appropriate taxing authority.
4. Termination.
 - a. Either Party may terminate this Agreement, effective on written notice to the other Party, if the other

Party:

- i. materially breaches this Agreement, and such material breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured 30 calendar days after the non-breaching Party provides the breaching Party with written notice of such breach; or
 - ii. becomes insolvent or admits its inability to pay its debts generally as they become due; becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; is dissolved or liquidated or takes any corporate action for such purpose; makes a general assignment for the benefit of creditors; or has a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
 - iii. Subject may terminate this Agreement, effective on written notice to the School, if the School loses any accreditation, state authorization, or other licensure or certification necessary to perform the obligations required by this Agreement.
5. Effect of Expiration or Termination. Upon expiration or termination of this Agreement for any reason, all rights and licenses granted to School under this Agreement shall immediately terminate and School and all Authorized Users shall immediately cease all access, use, or display of the Licensed Content and purge any copies of the Licensed Content. School shall reasonably assist in (i) ensuring Authorized Users purge any copies of the Licensed Content upon termination of this Agreement and (ii) preventing Authorized Users from accessing Licensed Content following termination of this Agreement. Subject shall promptly deliver to School all documents, work product, and other materials, whether or not complete, prepared by or on behalf of Subject in the course of performing the Services. Any payments owed to Subject, up to and including the effective date of such termination, shall be due and payable to Subject within 30 calendar days of expiration or termination of this Agreement for any reason.
6. Academic Integrity.
 - a. Notwithstanding the terms of this Agreement, School at all times shall retain ultimate authority and power over each and every one of the discretionary functions that are necessary attributes of a duly authorized educational institution offering secondary programs and instruction, as more particularly described and defined as follows: (i) strategic planning and other advisory functions; (ii) approving the curriculum and content of School's educational programs; (iii) setting admission standards and criteria and determining the admissibility of individual students; (iv) developing academic policies and procedures; (v) approving and appointing instructors who hold teaching credentials required by applicable law; (vi) assigning grades of record, awarding and recording academic credit and credentials, and maintaining student transcripts and other permanent records; (vii) obtaining and maintaining all accreditations, approvals, registrations, permits, or licenses required under applicable law or by any educational agency or governmental authority in connection with School's secondary programs and instruction; (viii) establishing and enforcing academic policies and requirements; (ix) performing all other core academic functions; and (x) overseeing and establishing standards for Subject's provision of services to School.
 - b. Nothing in this Agreement is intended, or should be interpreted to, obligate Subject to provide any services that would result in Subject or any employee of Subject being classified as a "teacher of record" or similar designation. The Parties agree that School and its employees will maintain ultimate responsibility for all functions required of a teacher of record under applicable law, including oversight and approval of course content, assignments, and grades, and that for all purposes, Subject is not a teacher of record.
7. Third Party Providers. To the extent School's or an Authorized User's access, display, or use of Licensed Content interfaces with software applications or other technology and applications provided by third parties (collectively, "**Third Party Applications**"), School, on behalf of itself and all Authorized Users, agrees to maintain appropriate licenses or permissions from the licensors of the Third Party Applications for School and Authorized Users to use the Third Party Applications during the Term. Subject does not provide any warranties, guaranties or indemnification regarding any Third Party Applications or any third parties or any of their products or services, whether or not such products or services are designated by Subject or anyone else as "partner," "certified," "validated" or otherwise. Any exchange of data or other interaction between School, an Authorized User and a third party, and any purchase or license by School or an Authorized User of any product or service offered by a third party, is solely between School or the applicable Authorized User and such third party.

8. **Confidentiality.** All non-public, confidential or proprietary information of each Party (“**Confidential Information**”), including, but not limited to, information about its business affairs, products, software, application programming interfaces, user interfaces, predictive models, analytics and analytics reporting, intellectual property and trade secrets, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, lists, pricing, discounts, or rebates disclosed by one Party to the other, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, or otherwise learned by the recipient Party in connection with this Agreement, and whether or not marked, designated, or otherwise identified as “confidential,” in connection with this Agreement is confidential, solely for use in connection with performing this Agreement and may not be disclosed or copied unless authorized by the disclosing Party in writing. Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of a Party’s breach of this Agreement; (b) is obtained by the recipient Party on a non-confidential basis from a third-party that was not legally or contractually restricted from disclosing such information; or (c) is established by documentary evidence to be in the possession of recipient Party prior to the disclosing Party’s disclosure hereunder. Upon the disclosing Party’s request, the recipient Party shall promptly return all documents and other materials received from the disclosing Party.

9. **Data**

As part of the services provided under this Agreement, Subject Technologies Inc. shall offer a data consultation service to the School. This service includes a collaborative review of data shared by the School, which may include historical data from previous vendor engagements, for the purpose of benchmarking and strategic planning.

 - a. **Data Anonymization**

All data provided by the School for the purposes of the data consultation service shall be de-identified and shall not contain any personally identifiable information (PII) as defined under applicable federal and state privacy laws, including but not limited to FERPA and COPPA.
 - b. **Onboarding and Service Collaboration**

School agrees to allocate up to five (5) in-person working days per calendar year for meetings between Subject Technologies Inc. and a designated School representative responsible for overseeing data and analytics. These meetings will be scheduled with mutual consent and used to facilitate meaningful consultation and data review.
 - c. **Purpose and Outcome:** The purpose of the data consultation service is to assess and enhance the efficacy of the partnership between Subject Technologies Inc. and the School. This includes evaluating the success of the services delivered, informing continuous improvement, and aligning on measurable impact.

10. **Independent Contractor.** It is understood and acknowledged that in providing the License and Services, Subject acts in the capacity of an independent contractor and not as an employee or agent of School. Subject shall control the conditions, time, details, and means by which Subject provides the License and Services. Subject has no authority to commit, act for or on behalf of School, or to bind School to any obligation or liability. Subject shall not be eligible for and shall not receive any employee benefits from School and shall be solely responsible for the payment of all taxes, FICA, federal and state unemployment insurance contributions, state disability premiums, and all similar taxes and fees relating to the fees earned by Subject hereunder.

11. **Intellectual Property for Marketing and Related Purposes.**
 - a. Notwithstanding any prohibition in any nondisclosure or confidentiality agreement signed by the Parties, each Party hereby grants to the other Party (a) a limited and non-exclusive, royalty-free license to use the granting Party’s names, logos, service marks or trademarks (collectively, the “**Marks**”), solely for the performance of each Party’s obligations under this Agreement, and (b) a license to use the granting Party’s name as a reference in the other Party’s marketing and other promotional materials, in each case solely for purposes of performing the other Party’s obligations and exercising the other Party’s rights under this Agreement; provided, however, that the other Party may not use any Mark(s) or otherwise reference the granting Party in any marketing, promotional or other materials, including on websites owned or operated by the other Party, until such uses and materials in whatever form will have been previously submitted to and approved in writing by the granting Party, which approval may be withheld by the granting Party for any reason in its sole discretion. The licenses granted by each Party in this Section 10 will terminate upon the termination of this Agreement or as otherwise expressly agreed

to by the Parties in writing.

- b. Upon each Party's reasonable request, the other Party will promptly remove, alter or modify any and all use of the Party's Marks or other references to the Party in any marketing, promotional or other materials, including on websites owned or controlled by the other Party.
 - c. Except for what is set forth herein, no rights or licenses with respect to any intellectual property are granted under this Agreement. Each Party will own and retain all right, title and interest in and to its names, logos and service marks, proprietary features and proprietary technology, trade secrets, patents, copyrights, trademarks, and other proprietary rights of any type under the laws of any governmental authority, domestic or foreign, and all modifications thereto, and improvements and derivative works thereof, including, without limitation, rights in and to all applications and registrations relating to any of the foregoing and including, without limitation, any such rights in and to any information or content contributed by such Party to the other Party (collectively, its "**Intellectual Property**"). Notwithstanding anything in this Agreement to the contrary, in the event that one Party modifies, improves or creates derivative works of any of the other Party's Intellectual Property, it shall assign, and does hereby assign, all right, title and interest in and to such modifications, improvements and derivative works to the other Party (i.e., the owner of the Intellectual Property).
12. Compliance with Laws. The Parties agree to materially comply with all applicable international, federal, state and local laws, rules, regulations and ordinances. In particular and without limitation, Subject and School also agree to comply with all applicable regulatory, privacy, data protection, anti-bribery, anti-boycott, anti-terrorism, and export control laws and regulations, and not to discriminate against any employee, applicant, or enrolled student because of any basis protected by law. Each Party has and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement.
13. Representations, Warranties, and Indemnification.
- a. Subject and School each represent and warrant they have the power and authority to enter into this Agreement and perform their obligations under this Agreement. School represents and warrants it has the right and authority to provide Subject with the names and email addresses of the Authorized Users, and that the Authorized Users have expressly consented to School providing their names and email addresses to Subject. School represents and warrants it will not provide any information to Subject about Authorized Users without the prior express consent of the applicable Authorized User(s), and that any information School collects from Authorized Users is done on School's behalf.
 - b. Subject to the terms and conditions set forth in this Section 12, each Party (as "**Indemnifying Party**") shall indemnify, hold harmless, and defend the other Party and its officers, directors, affiliates, agents, students, and representatives (collectively, "**Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including professional fees and attorneys' fees, that are awarded against Indemnified Party in a final non-appealable judgment or proceeding (collectively, "**Losses**"), arising out of:
 - i. material breach or non-fulfillment of any representation, warrant, or covenant contained in this Agreement by Indemnifying Party or its personnel;
 - ii. any negligent or more culpable act or omission of Indemnifying Party or its personnel (including any reckless or willful misconduct) in connection with the performance of its obligations under this Agreement; or
 - iii. any failure by Indemnifying Party to comply in all material respects with any applicable federal, state, or local laws, regulations, or codes in the performance of its obligations under this Agreement.
14. Warranties. SUBJECT PROVIDES THE LICENSED CONTENT "AS IS." SUBJECT MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE LICENSED CONTENT OR SERVICES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SUBJECT SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS,

NON-INFRINGEMENT OR OTHERWISE.

15. Limitation of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF OR UNAUTHORIZED ACCESS TO INFORMATION AND THE LIKE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, EACH PARTY'S AGGREGATE MAXIMUM LIABILITY ARISING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) SHALL NOT EXCEED THE PAYMENTS ACTUALLY PAID TO SUBJECT DURING THE SIX (6) MONTHS PRECEDING THE DATE OF THE EVENT THAT IS THE BASIS OF THE CLAIM. THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT FOR ANY REASON. The foregoing limitations shall not apply to any damages arising out of or in connection with one Party's infringement of the other Party's intellectual property rights.
16. Insurance. With respect to any activity conducted under this Agreement or any subsequently executed amendment hereto, each Party will maintain, at its own cost and expense, adequate and customary required levels (as appropriate and standard) of cyber liability coverage, general public liability insurance, worker's compensation insurance, and property damage to cover each Party's indemnity obligations under this Agreement. Evidence of such insurance shall be provided to the other Party upon request.
17. Injunctive Relief. School acknowledges and agrees the Licensed Content contains the copyrighted material of Subject, the unauthorized use, display or disclosure of which would irreparably harm Subject. Accordingly, School agrees that in the event of an actual or threatened unauthorized use, display or disclosure of all or a portion of the Licensed Content by School or an Authorized User, Subject shall be entitled to and should receive expedited injunctive relief from a court of competent jurisdiction enjoining such unauthorized use, display or disclosure without Subject having to prove irreparable harm or post a bond. Further, School acknowledges that money damages may not be a sufficient remedy for any breach or threatened breach of Sections 1 or 8 by the School or its representatives. Therefore, in addition to all other remedies available at law (which Subject does not waive by the exercise of any rights hereunder), Subject shall be entitled to seek specific performance and injunctive and other equitable relief as a remedy for any such breach or threatened breach, and School hereby waives any requirement for the securing or posting of any bond or the showing of actual monetary damages in connection with such claim. In the event that Subject institutes any legal suit, action, or proceeding against the other Party arising out of or relating to this Section 16, Subject shall be entitled to receive in addition to all other damages to which it may be entitled, the costs incurred by Subject in conducting the suit, action, or proceeding, including attorneys' fees and expenses and court costs.
18. Non-Solicitation.
 - a. Each Party agrees that during the Term and for a period of one year after the expiration or earlier termination of the Term, without obtaining the prior written consent of the other Party, neither such Party nor any of its affiliates or Representatives (each, a "**Restricted Person**") shall directly or indirectly, for itself or on behalf of another person or entity solicit for employment or otherwise induce, influence, or encourage to terminate employment with the other Party or any of its affiliates or subsidiaries, or employ or engage as an independent contractor, any current or former employee of the other Party (each, a "**Covered Employee**"), except (i) pursuant to a general solicitation through the media or by a search firm, in either case, that is not directed specifically to any employees of the other Party, unless such solicitation is undertaken as a means to circumvent the restrictions contained in or conceal a violation of this Section 17.a, or (ii) if the other Party terminated the employment of such Covered Employee before the Restricted Person having solicited or otherwise contacted such Covered Employee or discussed the employment or other engagement of the Covered Employee.
 - b. The Parties agree that the duration, scope, and geographical area of the restrictions contained in this Section 17 are reasonable. Upon a determination that any term or provision of this Section 17 is invalid, illegal, or unenforceable, the court may modify this Section 17 to substitute the maximum duration, scope, or geographical area legally permissible under such circumstances to the greatest extent possible to effect the restrictions originally contemplated by the Parties hereto.

19. General.

- a. *Further Assurances.* Each of the Parties hereto shall use commercially reasonable efforts to, from time to time upon request, furnish the other Party such further information or assurances, execute and deliver such additional documents, instruments, and conveyances, and take such other actions and do such other things, as may be reasonably necessary to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.
- b. *Notices.* Each Party shall deliver all communications in writing either in person, by certified or registered mail, return receipt requested and postage prepaid, by facsimile or email (with confirmation of transmission), or by recognized overnight courier service, and addressed to the other Party at the addresses set forth on the signature pages hereto (or to such other address that the receiving Party may designate from time to time in accordance with this section).
- c. *Governing Law.* This Agreement is made and shall be construed in accordance with the internal laws of the State of Delaware (irrespective of its choice of law principles). Subject to Section 18.d of this Agreement, each of the Parties submits to the exclusive jurisdiction and venue of the Central District of California and the state courts sitting in Los Angeles County, California, in any action or proceeding arising out of or relating to this Agreement.
- d. *Dispute Resolution.* The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement by negotiations between representatives with authority to settle the dispute. If the dispute has not been resolved within 30 calendar days of a Party's request for negotiation, either Party may submit the dispute to non-binding mediation in Los Angeles County, California, and the Parties shall cooperate in the mediation process and pay their own costs and legal expenses in connection therewith. If the dispute has not been resolved within 60 calendar days of submitting it to mediation, either Party may institute a court action in the Central District of California or the state courts located in Los Angeles County, California, to resolve the dispute. No Party may institute a court action on a dispute without first attempting to resolve the dispute in accordance with the dispute resolution process in this Section 18.d, except that the Parties acknowledge and agree the dispute resolution process in this Section 18.d shall not apply to disputes related to School's alleged breach of Section 1 or 8 of this Agreement, and that Subject may institute court action with respect to such disputes without first undergoing the dispute resolution process in this Section 18.d.
- e. *Integration.* This Agreement (including Exhibit A, Terms and Conditions) contains the entire understanding of the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous written or oral understandings, agreements, representations, and warranties with respect to such subject matter. The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction.
- f. *Amendment.* The Parties may not amend this Agreement except by written instrument signed by the Parties.
- g. *Force Majeure.* Neither Party to this Agreement shall be liable for non-performance of any obligation under this Agreement if such non-performance is caused by a Force Majeure event. "**Force Majeure**" means an unforeseeable cause beyond the control of and without the negligence of the Party claiming Force Majeure, including, but not limited to, fire, flood, severe weather, acts of God, labor strikes, interruption of utility services, war, acts of terrorism, acts of government, pandemics, and other unforeseeable accidents.
- h. *Waiver.* No waiver of any right, remedy, power, or privilege under this Agreement ("**Right(s)**") is effective unless contained in a writing signed by the Party charged with such waiver. No failure to exercise, or delay in exercising, any Right operates as a waiver thereof. No single or partial exercise of any Right precludes any other or further exercise thereof or the exercise of any other Right.
- i. *Cumulative Rights.* The Rights under this Agreement are cumulative and are in addition to any other

rights and remedies available at law or in equity or otherwise.

- j. *Assignment.* School may not assign this Agreement without Subject's prior written consent. Subject may assign this Agreement without School's consent.
- k. *Publicity and Trademark License:* Subject may use School's trademarks, service marks and logos in press releases, advertising and promotional materials to indicate that School is a licensee of Subject. School hereby grants Subject a non-exclusive, non-transferable, royalty-free license during the Term to use School's trademarks, service marks and logos in press releases, advertising and promotional materials. All such use of School's trademarks, service marks and logos shall be in accordance with any reasonable trademark use guidelines communicated to Subject by School, and all such use shall inure to School's benefit. School represents and warrants it has the right to grant the trademark licenses granted in this Section 18.k, and School agrees to indemnify, defend and hold Subject harmless from any claims, demands, causes of action, costs and expenses (including reasonable attorneys' fees and expert witness fees) arising out of or relating to any allegation that School's trademarks, service marks or logos infringe or otherwise violate any third party's trademark, copyright, right of publicity or other intellectual property or proprietary right.
- l. *Successors and Assigns; Third Party Beneficiaries.* This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns. Except for the Parties, their successors and permitted assigns, there are no third-party beneficiaries under this Agreement.
- m. *Survival.* Sections 4, 5, 7, 8, 9, 13 through 18 inclusive of this Agreement, the Services and Payment sections of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive the expiration or termination of this Agreement, will survive such expiration or termination for the period specified therein, or if nothing is specified for a period of 12 months after such expiration or termination.
- n. *Counterparts.* This Agreement may be executed in counterparts.
- o. *Headings.* The Headings in this Agreement are for convenience only and shall not affect its interpretation.
- p. *Severability.* If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- q. *Public Announcements.* Unless otherwise required by applicable law, no Party to this Agreement shall make any public announcements in respect of this Agreement or the transactions contemplated hereby or otherwise communicate with any news media without the prior written consent of the other Party (which consent shall not be unreasonably withheld, conditioned, or delayed), and the Parties shall cooperate as to the timing and contents of any such announcement.
- r. *Entire Agreement.* This Agreement, together with all related exhibits and schedules, constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.



Southern Kern Unified School District

2601 Rosamond Blvd.
Rosamond, CA 93560

Proposal/Estimate Cover Sheet

Vendor/Contractor Name or Event Name	Date Received	Board Date
HMH Education Company	6/10/2025	6/18/2025

Proposal Title/Name	Effective Dates	Final Contract to Superintendent's Secretary By:				
Proposal # 009346138	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">From</td> <td style="width: 50%; text-align: center;">7/1/2025</td> </tr> <tr> <td>Until</td> <td style="text-align: center;">6/30/2026</td> </tr> </table>	From	7/1/2025	Until	6/30/2026	6/11/2025
From	7/1/2025					
Until	6/30/2026					

Description
This proposal is for the purchase of English 3D package for elementary.

Renewal Clause	Automatic Renewal
No	NO

Payment Terms:	Termination Clause	Budgeted Item
	60 day written notice	N/A

Fixed/Startup Costs	N/A	Total Cost (not to exceed)	\$23,362.41
----------------------------	-----	-----------------------------------	-------------

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	6/11/2025

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

<input checked="" type="checkbox"/> Ready for Board Agenda	Signature	Date
	Camie Davies	6/11/2025

HMH



Proposal #009346138

Prepared For

Southern Kern Unified Sch Dist

Attention:

Noemy Herrera

nherrera@skusd.k12.ca.us

For the Purchase of:

English 3D

Prepared By

Bill Stouffer

bill.stouffer@hnhco.com

Please submit this proposal with your purchase order.

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.

For greater detail, the complete Terms of Purchases may be reviewed here:

<http://www.hnhco.com/common/terms-conditions>

Send **Check Payments** to:
HMH Education Company
14046 Collection Center Drive
Chicago, IL 60693

Attention:
Noemy Herrera
nherrera@skusd.k12.ca.us

Send **Orders** to:
orders@hnhco.com
FAX: 800-269-5232

HMH Confidential and Proprietary

Proposal for Southern Kern Unified Sch Dist

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
<u>English 3D</u>					
Student Digital Licenses					
1833127	9780358730675 English 3D Digital Access Student Subscription 1 Year Includes: English 3D Grades K-12 Student Technology Subscription 1 Year Implementation Success	\$50.00	190	\$9,500.00	
Total for Student Digital Licenses		\$9,500.00			
Teacher Digital Licenses					
1833415	9780358730750 English 3D Digital Access Teacher Subscription 1 Year Includes: English 3D Grades K-12 Teacher Technology Subscription 1 Year Access to Teacher's Corner	\$150.00			2
Total for Teacher Digital Licenses		\$0.00			
A la Carte Items Available for Purchase					
Teacher/Classroom Materials					
Grades K-1 Volume 1					
1869298	9780358950080 English 3D Teaching Guide Volume 1 Grades K-1	\$120.00	2	\$240.00	
Student Materials					
Grades K-1 Volume 1					
1869290	9780358950042 English 3D Student Edition Consumable Volume 1 Grades K-1	\$30.00	190	\$5,700.00	
Total for A la Carte Items Available for Purchase		\$5,940.00			
<u>Total for English 3D</u>		\$15,440.00			

Professional Services - SIS English 3D

Implementation Success Plan

1798613	9780358470359 Getting Started: Introduction to English 3D Live Online Grades K-12 2-Hour This two-hour Getting Started session introduces teachers to their new program's structure, essential resources, and implementation recommendations. Teachers will also explore Ed, HMH's teaching and learning platform, and the professional learning pathway on Ed. Getting Started is the initial step toward a successful first 30 days. Ongoing training and support will be also provided on Ed. There, teachers will access a guided learning pathway based on their grade level and implementation timeline. A recommended sequence of topics, which includes live sessions, videos, interactive media, and related resources, will help teachers plan, teach, and assess student learning using		1		
---------	--	--	---	--	--

Send **Check Payments** to:
HMH Education Company
14046 Collection Center Drive
Chicago, IL 60693

Attention:
Noemy Herrera
nherrera@skusd.k12.ca.us

Send **Orders** to:
orders@hnhco.com
FAX: 800-269-5232

HMH Confidential and Proprietary

Proposal for Southern Kern Unified Sch Dist

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
	their new HMH program. After teachers complete each pathway topic, they receive a certificate of completion.				
1852470	9780358841814 English 3D Leader Success Live Online Grades K-12 1-Hour During this one-hour live online session, leaders learn about the design and resources of their HMH program. To help leaders develop a plan to guide implementation and set up teachers for a successful start, HMH Coaches share tools and best teaching and student learning practices to observe in the classroom. Leaders also preview the Teacher Success Pathways and resources on HMH Ed for ongoing support.		1		
Coaching					
1883292	9798202010903 Coachly Getting Started Live Online 1-Hour Grades K-12 In this initial district-scheduled session, participants will explore the Coachly experience, discuss the impact of collaboration on student and teacher growth, and develop strategies to make the most of their Coachly partnership.		1		
1883291	9798202010897 Coachly Leader Success Live Online 1-Hour Grades K-12 In this building level leader-focused session, participants will explore the Coachly experience, discuss its value and the impact of collaboration on student and teacher growth, and develop strategies to make the most of their Coachly partnership. Included are recommendations for usage and progress monitoring and details around next steps for teachers to launch their partnerships.		1		
1868084	9780358942443 English 3D Coachly 4 + In-Person Grades K-12 1 Year Coachly provides one-on-one coaching to teachers to build their program expertise, support lesson planning, and discuss data-driven, actionable strategies to grow teacher practice. Each teacher is matched with a certified coach with whom they can schedule virtual sessions and message via the Ed platform. The Coachly 4+ annual subscription includes 4 Coachly digital licenses and 1 in-person coaching days. In-person coaching days can support individuals or teams of teachers with lesson modeling, lesson planning, and data analysis.	\$6,500.00	1	\$6,500.00	
Total for Coaching		\$6,500.00			
<u>Total for Professional Services - SIS English 3D</u>				\$6,500.00	

Total Savings:	\$300.00
Subtotal Purchase Amount:	\$21,940.00
Shipping & Handling:	\$861.30
Sales Tax:	\$561.11
Total Cost of Proposal (PO Amount):	\$23,362.41

Send **Check Payments** to:
HMH Education Company
14046 Collection Center Drive
Chicago, IL 60693

Attention:
Noemy Herrera
nherrera@skusd.k12.ca.us

Send **Orders** to:
orders@hnhco.com
FAX: 800-269-5232

Proposal for
Southern Kern Unified Sch Dist

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
------	-------	-------	----------	-----------------------	-------------------------

Send **Check Payments** to:
HMH Education Company
14046 Collection Center Drive
Chicago, IL 60693

Attention:
Noemy Herrera
nherrera@skusd.k12.ca.us

Send **Orders** to:
orders@hnhco.com
FAX: 800-269-5232

HMH Confidential and Proprietary

Total Cost of Proposal (PO Amount): \$23,362.41

Thank you for considering HMH as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Purchase. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
 - o Point of Contact for Print materials
 - o Point of Contact for Digital materials
 - o Point of Contact for Scheduling Professional Development
 - o Email address for Accounts Payable contact
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

Ship to: Southern Kern USD 2601 W Rosamond Blvd Rosamond, CA 93560-6434	Sold to: Southern Kern USD 2601 W Rosamond Blvd Rosamond, CA 93560-6434
---	---
- Please provide funding start and end dates.
- Please note HMH bills products and services as they are fulfilled. You may receive multiple invoices for your order.
- HMH reserves the right to transmit documents electronically.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Destination.
- Any proposed shipping or tax amount provided on this proposal, is based on the Ship To account location quoted within.
- If the location of your delivery changes, please include the proper sales tax and shipping charges for that location in the applicable Purchase Order
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase.

Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.

For greater detail, the complete Terms of Purchase may be reviewed here: <http://www.hmhco.com/common/terms-conditions>

Date of Proposal: 6/2/2025

Proposal Expiration Date: 7/17/2025



Send **Check Payments** to:
 HMH Education Company
 14046 Collection Center Drive
 Chicago, IL 60693

Attention:
 Noemy Herrera
 nherrera@skusd.k12.ca.us

Send **Orders** to:
 orders@hmhco.com
 FAX: 800-269-5232

HMH Confidential and Proprietary



Southern Kern Unified School District

2601 Rosamond Blvd.
Rosamond, CA 93560

Proposal/Estimate Cover Sheet

Vendor/Contractor Name or Event Name	Date Received	Board Date
HMH Education Company	6/10/2025	6/18/2025

Proposal Title/Name	Effective Dates	Final Contract to Superintendent's Secretary By:				
Proposal # 009345145	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">From</td> <td style="text-align: center;">7/1/2025</td> </tr> <tr> <td>Until</td> <td style="text-align: center;">6/30/2026</td> </tr> </table>	From	7/1/2025	Until	6/30/2026	6/11/2025
From	7/1/2025					
Until	6/30/2026					

Description
This proposal is for the purchase of English 3D package for Tropic Middle School.

Renewal Clause	Automatic Renewal
No	NO

Payment Terms:	Termination Clause	Budgeted Item
	60 day written notice	N/A

Fixed/Startup Costs	N/A	Total Cost (not to exceed)	\$7,622.70
----------------------------	-----	-----------------------------------	------------

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	6/11/2025

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

<input checked="" type="checkbox"/> Ready for Board Agenda	Signature	Date
	Camie Davies	6/11/2025

HMH



Proposal #009345145
Prepared For
Tropico Middle School

Attention:

For the Purchase of:
English 3D

Prepared By
Jenny McIntosh
jenny.mcintosh@hnhco.com

Please submit this proposal with your purchase order.

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.

For greater detail, the complete Terms of Purchases may be reviewed here:
<http://www.hnhco.com/common/terms-conditions>

Send **Check Payments** to:
HMH Education Company
14046 Collection Center Drive
Chicago, IL 60693

Attention:

Send **Orders** to:
orders@hnhco.com
FAX: 800-269-5232

HMH Confidential and Proprietary

Proposal for Tropico Middle School

ISBN	Title	Price	Quantity	Value of All Materials
English 3D				
A la Carte Items Available for Purchase				
Student Materials				
Course B Volume 1				
1815043 9780358609469	English 3D Course B Volume 1 Language & Writing Portfolio	\$30.00	50	\$1,500.00
Course B Volume 2				
1815044 9780358609476	English 3D Course B Volume 2 Language & Writing Portfolio	\$30.00	135	\$4,050.00
1815049 9780358609520	English 3D Course B Volume 2 Issues Book	\$20.00	30	\$600.00
Total for A la Carte Items Available for Purchase				
<u>Total for English 3D</u>		\$6,150.00		

<i>Total Savings:</i>	\$0.00
<i>Subtotal Purchase Amount:</i>	\$6,150.00
<i>Shipping & Handling:</i>	\$891.75
<i>Sales Tax:</i>	\$580.95
<i>Total Cost of Proposal (PO Amount):</i>	\$7,622.70

Send **Check Payments** to:
 HMH Education Company
 14046 Collection Center Drive
 Chicago, IL 60693

Attention:

Send **Orders** to:
 orders@hnhco.com
 FAX: 800-269-5232

Total Cost of Proposal (PO Amount): \$7,622.70

Thank you for considering HMH as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Purchase. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
 - o Point of Contact for Print materials
 - o Point of Contact for Digital materials
 - o Point of Contact for Scheduling Professional Development
 - o Email address for Accounts Payable contact
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

Ship to: Tropico Middle School Rosamond, CA 93560-0640	Sold to: Southern Kern USD 2601 W Rosamond Blvd Rosamond, CA 93560-6434
---	---
- Please provide funding start and end dates.
- Please note HMH bills products and services as they are fulfilled. You may receive multiple invoices for your order.
- HMH reserves the right to transmit documents electronically.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Destination.
- Any proposed shipping or tax amount provided on this proposal, is based on the Ship To account location quoted within.
- If the location of your delivery changes, please include the proper sales tax and shipping charges for that location in the applicable Purchase Order
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase.

Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.

For greater detail, the complete Terms of Purchase may be reviewed here: <http://www.hmhco.com/common/terms-conditions>

Date of Proposal: 5/30/2025

Proposal Expiration Date: 7/14/2025



Send **Check Payments** to:
 HMH Education Company
 14046 Collection Center Drive
 Chicago, IL 60693

Attention:

Send **Orders** to:
 orders@hnhco.com
 FAX: 800-269-5232

HMH Confidential and Proprietary



Southern Kern Unified School District

2601 Rosamond Blvd.
Rosamond, CA 93560

Proposal/Estimate Cover Sheet

Vendor/Contractor Name or Event Name	Date Received	Board Date
HMH Education Company	6/10/2025	6/18/2025

Proposal Title/Name	Effective Dates	Final Contract to Superintendent's Secretary By:				
Proposal # 009345143	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">From</td> <td style="text-align: center;">7/1/2025</td> </tr> <tr> <td>Until</td> <td style="text-align: center;">6/30/2026</td> </tr> </table>	From	7/1/2025	Until	6/30/2026	6/11/2025
From	7/1/2025					
Until	6/30/2026					

Description
This proposal is for the purchase of English 3D package for Abraham Lincoln Ind. Study.

Renewal Clause	Automatic Renewal
No	NO

Payment Terms:	Termination Clause	Budgeted Item
	60 day written notice	N/A

Fixed/Startup Costs	N/A	Total Cost (not to exceed)	\$1,958.88
----------------------------	-----	-----------------------------------	------------

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	6/11/2025

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

<input checked="" type="checkbox"/> Ready for Board Agenda	Signature	Date
	Camie Davies	6/11/2025

HMH



Proposal #009345143
Prepared For
Abraham Lincoln Ind Study

Attention:

For the Purchase of:
English 3D

Prepared By
Jenny McIntosh
jenny.mcintosh@hnhco.com

Please submit this proposal with your purchase order.

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.

For greater detail, the complete Terms of Purchases may be reviewed here:

<http://www.hnhco.com/common/terms-conditions>

Send **Check Payments** to:
HMH Education Company
14046 Collection Center Drive
Chicago, IL 60693

Attention:

Send **Orders** to:
orders@hnhco.com
FAX: 800-269-5232

HMH Confidential and Proprietary

**Proposal for
Abraham Lincoln Ind Study**

ISBN	Title	Price	Quantity	Value of All Materials
English 3D				
A la Carte Items Available for Purchase				
Student Materials				
Course B Volume 1				
1815048 9780358609513	English 3D Course B Volume 1 Issues Book	\$20.00	26	\$520.00
Course B Volume 2				
1815049 9780358609520	English 3D Course B Volume 2 Issues Book	\$20.00	26	\$520.00
Course C				
1815050 9780358609537	English 3D Course C Issues Book	\$20.00	26	\$520.00
Total for A la Carte Items Available for Purchase				
Total for English 3D		\$1,560.00		

Total Savings:	\$0.00
Subtotal Purchase Amount:	\$1,560.00
Shipping & Handling:	\$249.60
Sales Tax:	\$149.28
Total Cost of Proposal (PO Amount):	\$1,958.88

Send **Check Payments** to:
 HMH Education Company
 14046 Collection Center Drive
 Chicago, IL 60693

Attention:

Send **Orders** to:
 orders@hnhco.com
 FAX: 800-269-5232

**Proposal for
Abraham Lincoln Ind Study**

Total Cost of Proposal (PO Amount): \$1,958.88

Thank you for considering HMH as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Purchase. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
 - o Point of Contact for Print materials
 - o Point of Contact for Digital materials
 - o Point of Contact for Scheduling Professional Development
 - o Email address for Accounts Payable contact
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

Ship to: Abraham Lincoln Independent Study 3082 Glendower St Rosamond, CA 93560-7688	Sold to: Southern Kern USD 2601 W Rosamond Blvd Rosamond, CA 93560-6434
--	---
- Please provide funding start and end dates.
- Please note HMH bills products and services as they are fulfilled. You may receive multiple invoices for your order.
- HMH reserves the right to transmit documents electronically.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Destination.
- Any proposed shipping or tax amount provided on this proposal, is based on the Ship To account location quoted within.
- If the location of your delivery changes, please include the proper sales tax and shipping charges for that location in the applicable Purchase Order
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase.

Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.

For greater detail, the complete Terms of Purchase may be reviewed here: <http://www.hmhco.com/common/terms-conditions>

Date of Proposal: 5/30/2025

Proposal Expiration Date: 7/14/2025



Send **Check Payments** to:
 HMH Education Company
 14046 Collection Center Drive
 Chicago, IL 60693

Attention:

Send **Orders** to:
 orders@hnhco.com
 FAX: 800-269-5232

HMH Confidential and Proprietary



Southern Kern Unified School District

2601 Rosamond Blvd.
Rosamond, CA 93560

Proposal/Estimate Cover Sheet

Vendor/Contractor Name or Event Name	Date Received	Board Date
HMH Education Company	6/10/2025	6/18/2025

Proposal Title/Name	Effective Dates	Final Contract to Superintendent's Secretary By:
Proposal # 009345139	From 7/1/2025	6/11/2025
	Until 6/30/2026	

Description
This proposal is for the purchase of English 3D package for Rosamond HS Early Clg Campus.

Renewal Clause	Automatic Renewal
No	NO

Payment Terms:	Termination Clause	Budgeted Item
	60 day written notice	N/A

Fixed/Startup Costs	Total Cost (not to exceed)	
N/A	\$2,260.26	

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	6/11/2025

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

<input checked="" type="checkbox"/> Ready for Board Agenda	Signature	Date
	Camie Davies	6/11/2025

HMH



Proposal #009345139
Prepared For
Rosamond HS Early Clg Campus

Attention:
Noemy Herrera
nherrera@skusd.k12.ca.us

For the Purchase of:
English 3D

Prepared By
Jenny McIntosh
jenny.mcintosh@hnhco.com

Please submit this proposal with your purchase order.

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.

For greater detail, the complete Terms of Purchases may be reviewed here:

<http://www.hnhco.com/common/terms-conditions>

Send **Check Payments** to:
HMH Education Company
14046 Collection Center Drive
Chicago, IL 60693

Attention:
Noemy Herrera
nherrera@skusd.k12.ca.us

Send **Orders** to:
orders@hnhco.com
FAX: 800-269-5232

HMH Confidential and Proprietary

**Proposal for
Rosamond HS Early Clg Campus**

ISBN	Title	Price	Quantity	Value of All Materials
English 3D				
A la Carte Items Available for Purchase				
Student Materials				
Course B Volume 2				
1815044 9780358609476	English 3D Course B Volume 2 Language & Writing Portfolio	\$30.00	60	\$1,800.00
Total for A la Carte Items Available for Purchase				
<u>Total for English 3D</u>		\$1,800.00		

<i>Total Savings:</i>	\$0.00
<i>Subtotal Purchase Amount:</i>	\$1,800.00
<i>Shipping & Handling:</i>	\$288.00
<i>Sales Tax:</i>	\$172.26
<i>Total Cost of Proposal (PO Amount):</i>	\$2,260.26

Send **Check Payments** to:
 HMH Education Company
 14046 Collection Center Drive
 Chicago, IL 60693

Attention:
 Noemy Herrera
 nherrera@skusd.k12.ca.us

Send **Orders** to:
 orders@hnhco.com
 FAX: 800-269-5232

Total Cost of Proposal (PO Amount): \$2,260.26

Thank you for considering HMH as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Purchase. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
 - o Point of Contact for Print materials
 - o Point of Contact for Digital materials
 - o Point of Contact for Scheduling Professional Development
 - o Email address for Accounts Payable contact
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

Ship to: Rosamond High Schl Early Colg Campu 2925 W Rosamond Blvd Rosamond, CA 93560-6474	Sold to: Southern Kern USD 2601 W Rosamond Blvd Rosamond, CA 93560-6434
---	---
- Please provide funding start and end dates.
- Please note HMH bills products and services as they are fulfilled. You may receive multiple invoices for your order.
- HMH reserves the right to transmit documents electronically.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Destination.
- Any proposed shipping or tax amount provided on this proposal, is based on the Ship To account location quoted within.
- If the location of your delivery changes, please include the proper sales tax and shipping charges for that location in the applicable Purchase Order
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase.

Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.

For greater detail, the complete Terms of Purchase may be reviewed here: <http://www.hmhco.com/common/terms-conditions>

Date of Proposal: 5/30/2025

Proposal Expiration Date: 7/14/2025



Send **Check Payments** to:
 HMH Education Company
 14046 Collection Center Drive
 Chicago, IL 60693

Attention:
 Noemy Herrera
 nherrera@skusd.k12.ca.us

Send **Orders** to:
 orders@hnhco.com
 FAX: 800-269-5232

HMH Confidential and Proprietary



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	6/11/2025	6/18/2025

Contract Title/Name	Contract Effective Dates	Final Contract to Superintendent's Secretary By:				
Summer Institute 2025	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;"><small>From</small></td> <td style="text-align: center;">8/11/2025</td> </tr> <tr> <td><small>Until</small></td> <td style="text-align: center;">8/12/2025</td> </tr> </table>	<small>From</small>	8/11/2025	<small>Until</small>	8/12/2025	6/11/2025
<small>From</small>	8/11/2025					
<small>Until</small>	8/12/2025					

Description of Agreement

The attached agreement is for Summer ELD training provided by KCSOS.

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

Fixed/Startup Costs	N/A	Total Cost (NTE) Per Year	\$6,615.20
----------------------------	-----	----------------------------------	------------

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

	<small>Signature</small>	<small>Date</small>
	Robert Irving	6/11/2025

Purchase Order Prepared

	<small>Signature</small>	<small>Date</small>

Ready for Board Agenda

	<small>Signature</small>	<small>Date</small>
	Camie Davies	6/11/2025



LEA/Site: S. Kern **5-22-25** **MEC/ LEA Contact:** LB

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 CIA Consultants.
 Mileage Cost: .70 per mile

Summer Institute 2025

Full Day Coordinator Cost	\$1,500.00	X	2	(# of Days)	X	2	# of coordinators	\$6,000.00
Half Day Coordinator Costs	\$1,000.00	X		(# of Days)	X		# of coordinators	\$0.00
Mileage - C1	0.7	X	184	(# of Miles)	X	2	# of days	\$257.60
Mileage - C2	0.7	X	184	(# of Miles)	X	2	# of days	\$257.60
Materials		X		(cost of Books)	+	\$100.00	Supplemental	\$100.00
Totals								\$6,615.20



Southern Kern Unified School District: Summer ELD

2025/2026

Contact Information: Noemy Herrera nherrera@skusd.k12.ca.us	KCSOS Consultant(s): TBD	Location: Westpark Elementary
--	------------------------------------	--------------------------------------

Goal 1: Provide TK-12 teachers with a foundational understanding of the CA ELD Standards and practical strategies to support English Learners' language and academic development across all content areas.

Goal 2: Equip TK-12 paraprofessionals with foundational knowledge of English Language Development (ELD) and practical strategies to support English Learners (ELs) in classrooms and small-group settings.

Resource: [EL Toolkit of Strategies](#)

Date/ Times	Focus / Notes
	<p>Session 1: Foundations of ELD for TK-12 Teachers</p> <p>Objective: Teachers will develop a clear understanding of the CA ELD Standards, differentiate between Integrated and Designated ELD, and apply practical strategies to support ELs at various proficiency levels.</p> <p>Success Criteria:</p> <ul style="list-style-type: none">• I can explain the purpose and structure of the CA ELD Standards and their role in supporting English Learners.• I can differentiate between Integrated and Designated ELD and describe how each supports ELs.• I can identify and apply at least two instructional strategies to scaffold language development in my grade level or subject area.• I can analyze student language samples to determine language needs and next steps for support.

Date
August 11, 2025

Time
8:00 a.m. - 3:00 p.m.

Location
TBD

Welcome & Introduction (30 min)

- Activity: *Quick Poll & Word Cloud* – What words come to mind when you think of English Learners and language development?
- Objective Overview:
 - Understand key principles of ELD and EL instructional needs.
 - Learn how the CA ELD Standards support ELs across all grade levels.
 - Explore strategies for integrating language development into content instruction.

Who Are Our English Learners? (45 min)

- Key Topics:
 - EL demographics and diversity of linguistic backgrounds
 - EL typologies: newcomers, long-term ELs (LTELs), reclassified students
 - The language acquisition process and factors that impact learning
- Activity: *Student Profiles Gallery Walk* – Participants analyze different EL profiles and discuss instructional implications.
- Reflection: What surprised you about EL diversity?

Understanding the CA ELD Standards (60 min)

- Key Topics:
 - The three proficiency levels: Emerging, Expanding, Bridging
 - Structure of the CA ELD Standards (Mode of Communication & Proficiency Level Descriptors)
 - The role of Designated and Integrated ELD in supporting ELs
- Activity: *ELD Standards Sort* – Teachers categorize sample classroom tasks under appropriate proficiency levels and discuss implications.
- Reflection: How do these standards connect to what you already do?

Integrated vs. Designated ELD: What's the Difference? (60 min)

- Key Topics:
 - Definitions and purposes of Integrated and Designated ELD
 - What Integrated ELD looks like across different subjects
 - The importance of Designated ELD and its connection to core instruction
- Activity: *Lesson Review & Discussion* – Teachers analyze a sample lesson plan and determine where language development is embedded.
- Reflection: How can you strengthen language development in your subject/grade level?

Practical Strategies for Supporting ELs in the Classroom (60 min)

- Key Topics:
 - Scaffolding strategies for different proficiency levels
 - Structured academic discourse and increasing student talk
 - Sentence frames, visual supports, and small-group structures
- Activity: *Strategy Exploration Carousel* – Teachers rotate through stations (virtual breakout rooms or physical stations) to explore strategies and discuss applications.
- Reflection: What's one strategy you'll implement immediately?

Formative Assessment and Differentiation for ELs (60 min)

- Key Topics:
 - Monitoring both content and language development
 - Using formative assessment to guide instruction
 - Providing feedback that supports language growth
- Activity: *EL Writing Sample Analysis* – Teachers review student work, identify language strengths and needs, and suggest scaffolds.
- Reflection: How can formative assessment improve EL instruction in your classroom?

Closing Reflection & Action Planning (45 min)

- Final Activity: *One-Minute Goal Setting* – Teachers set a goal for improving ELD support in their classrooms.
- Share-Out & Discussion: Participants share key takeaways and next steps.
- Feedback Collection: Quick Google Form survey to gather participant insights.

Wrap-Up & Q&A (30 min)

- Recap of key concepts
- Open discussion and resource sharing
- Next steps: Additional professional learning opportunities and support

Notes:

Service Completed

Session 2: Foundations of ELD for Paraprofessionals

Objective: Paraprofessionals will develop an understanding of the CA ELD Standards, the role of Integrated and Designated ELD, and effective strategies to support ELs' language development in daily instruction and intervention settings.

Success Criteria:

- I can explain who English Learners are and understand their diverse language needs.
- I can describe the purpose of the CA ELD Standards and how they support ELs.
- I can differentiate between Integrated and Designated ELD and understand my role in each.
- I can apply at least two strategies to support ELs' language development during instruction and intervention.
- I can use simple formative assessment techniques to monitor ELs' language progress.

Date

August 12, 2025

Time

8:00 a.m. - 3:00 p.m.

Location

TBD

Service Completed

Welcome & Introduction (30 min)

- Activity: *What words come to mind when you think about supporting English Learners?*
- Overview of the Day:
 - Who are English Learners?
 - What is ELD and why does it matter?
 - How can paraprofessionals best support ELs?

Who Are English Learners? (45 min)

- Key Topics:
 - EL demographics and language backgrounds
 - Understanding the language acquisition process
 - Common challenges ELs face in the classroom
- Activity: *Student Profiles Matching Activity* – Participants match student descriptions to different levels of English proficiency and discuss instructional implications.
- Reflection: What surprised you about ELs' language learning needs?

Understanding the CA ELD Standards (60 min)

- Key Topics:
 - Overview of the CA ELD Standards
 - The three proficiency levels: Emerging, Expanding, Bridging
 - How ELD standards connect to content instruction
- Activity: *ELD Standards Card Sort* – Participants match sample student responses to the correct proficiency level.
- Reflection: How do these standards relate to the work you do with students?

Integrated vs. Designated ELD – What's My Role? (60 min)

- Key Topics:
 - The difference between Integrated and Designated ELD
 - How paraprofessionals support language learning in both settings
 - Key strategies for supporting ELs in various classroom contexts
- Activity: *Scenario Role-Play* – Participants act out different support roles in an Integrated or

Designated ELD setting.

- Reflection: What's one new insight about your role?

Strategies to Support English Learners (60 min)

- Key Topics:
 - Using visuals, gestures, and sentence frames to support comprehension
 - Encouraging academic conversations and structured student talk
 - Supporting reading and writing through scaffolds
- Activity: *EL Support Strategy Stations* – Participants rotate through small group discussions on different strategies, trying them out and discussing when to use them.
- Reflection: What's one strategy you'll implement right away?

Monitoring EL Progress & Providing Feedback (60 min)

- Key Topics:
 - How to listen for language growth
 - Simple formative assessment techniques for paraprofessionals
 - Providing effective, encouraging feedback to ELs
- Activity: *EL Speaking & Writing Sample Analysis* – Participants review and discuss how to provide feedback to an EL student at different proficiency levels.
- Reflection: One new way to support ELs in their language growth.

Closing Reflection & Action Planning (45 min)

- Final Activity: *One-Minute Goal Setting* – Participants set a goal for improving EL support in their role.
- Share-Out & Discussion: Participants discuss key takeaways and next steps.
- Feedback Collection: Google Form survey to gather participant insights.

Wrap-Up & Q&A (30 min)

- Recap of key concepts
- Open discussion and resource sharing
- Next steps: Additional professional learning opportunities

Notes:

Total # of Days Planned = 2

Total # of Days Completed =



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	6/11/2025	6/18/2025

Contract Title/Name	Contract Effective Dates	Final Contract to Superintendent's Secretary By:				
School Year (Teacher/Admin) 2025	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"><small>From</small></td> <td style="width: 50%; text-align: center;">7/1/2025</td> </tr> <tr> <td><small>Until</small></td> <td style="text-align: center;">6/30/2026</td> </tr> </table>	<small>From</small>	7/1/2025	<small>Until</small>	6/30/2026	6/11/2025
<small>From</small>	7/1/2025					
<small>Until</small>	6/30/2026					

Description of Agreement

The attached agreement is for Teacher/Admin ELD training provided by KCSOS for the 25/26 school year.

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

Fixed/Startup Costs	N/A	Total Cost (NTE) Per Year	\$40,388.00
----------------------------	-----	----------------------------------	-------------

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

	<small>Signature</small>	<small>Date</small>
	Robert Irving	6/11/2025

Purchase Order Prepared

	<small>Signature</small>	<small>Date</small>

Ready for Board Agenda

	<small>Signature</small>	<small>Date</small>
	Camie Davies	6/11/2025



LEA/Site: S. Kern **5-15-25** **MEC/ LEA Contact:** LB

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 CIA Consultants.
 Mileage Cost: .70 per mile

School Year(Teacher/Admin.) 2025

Full Day Coordinator Cost	\$1,500.00	X	10	(# of Days)	X	1	# of coordinators	\$15,000.00
Half Day Coordinator Costs	\$1,000.00	X	12	(# of Days)	X	2	# of coordinators	\$24,000.00
Mileage - C1	0.7	X	184	(# of Miles)	X	10	# of days	\$1,288.00
Mileage - C2	0.7	X		(# of Miles)	X		# of days	\$0.00
Materials		X		(cost of Books)	+	\$100.00	Supplemental	\$100.00
Totals								\$40,388.00



Southern Kern Unified School District: Elementary I-ELD Teachers

2025/2026

<p>Contact Information: Noemy Herrera nherrera@skusd.k12.ca.us</p>	<p>KCSOS Consultant(s): Jennifer Gonzalez 2nd Consultant: TBD</p>	<p>Rosamond Elementary School: Principal: Nat Adams, nadams@skusd.k12.ca.us VP: Mr. Banahan, rbanahan@skusd.k12.ca.us</p> <p>Westpark Elementary School: Principal: Patrick Holmes, pHolmes@skusd.k12.ca.us VP: Kaycie Ament, kament@skusd.k12.ca.us</p>
---	--	---

<p>Goal: Equip elementary teachers with the knowledge, strategies, and practical tools to effectively implement Integrated ELD, ensuring that English Learners develop academic language and access rigorous content across all subject areas.</p> <p>Resource: EL Toolkit of Strategies</p>		<p>Focus / Notes</p>
<p>Date/ Times</p>	<p>Session 1: Foundations of the CA ELD Standards</p> <p>Objective: Teachers will develop an understanding of the CA ELD Standards and their role in supporting English Learners.</p> <p>Success Criteria:</p> <ul style="list-style-type: none"> • I can explain the purpose and structure of the CA ELD Standards. • I can identify the three proficiency levels and how they guide instruction. 	

<p>Date Sept. 4, 2025</p> <p>Time Westpark: 12:30 - 1:00 p.m. RES: 1:05 - 1:35 p.m.</p> <p>Location Zoom</p> <p><input type="checkbox"/> Service Completed</p>	<p>1. Introduction/Overview (5 min)</p> <ul style="list-style-type: none"> o Poll: <i>How familiar are you with the CA ELD Standards?</i> o Quick overview of the standards <p>2. Exploration Activity (20 min)</p> <ul style="list-style-type: none"> o Breakout Room Jigsaw: Small groups analyze different sections of the CA ELD Standards (e.g., proficiency levels, language demands). o Groups return and share key takeaways in the main session. <p>3. Reflection/Wrap-Up (5 min)</p> <ul style="list-style-type: none"> o <i>Exit Ticket:</i> One insight and one question about the CA ELD Standards. <p>Notes:</p> <hr/>
<p>Session 2: Understanding the ELD Proficiency Levels</p> <p>Objective: Teachers will explore how Emerging, Expanding, and Bridging levels influence instructional planning.</p> <p>Success Criteria:</p> <ul style="list-style-type: none"> • I can analyze student language samples and identify proficiency levels. • I can plan instructional scaffolds based on proficiency levels. 	
<p>Date January 28, 2025</p> <p>Time Westpark: 12:30 - 1:00 p.m. RES: 1:05 - 1:35 p.m.</p> <p>Location Zoom</p> <p><input type="checkbox"/> Service Completed</p>	<p>1. Introduction/Overview (5 min)</p> <ul style="list-style-type: none"> • Screen share an example of the proficiency levels and discuss key differences. <p>2. Exploration Activity (20 min)</p> <ul style="list-style-type: none"> o Google Doc Collaboration: Participants review anonymized student writing samples and assign them a proficiency level. • Breakout Room Discussion: Groups discuss scaffolds they would use for each level. <p>3. Reflection/Wrap-Up (5 min)</p> <ul style="list-style-type: none"> • <i>Exit Ticket:</i> What's one scaffold you'll try? <p>Notes:</p> <hr/>

Session 3: Oral Language Development in Integrated ELD

Objective: Teachers will implement strategies to enhance academic discourse for English Learners.

Success Criteria:

- I can facilitate structured student talk using sentence frames and discussion protocols.
- I can model and scaffold academic language to support ELs at different proficiency levels.

Date

February 11, 2026

Time

Westpark: 12:30 - 1:00 p.m.

RES: 1:05 - 1:35 p.m.

Location

Zoom

1. Introduction/Overview (5 min)

- Quick breakout room discussion: *What challenges do students face with academic talk?*

2. Exploration Activity (20 min)

- Zoom Chat Challenge: Facilitator provides a sentence frame, and participants respond using it.
- Role-Playing in Breakout Rooms: Teachers practice using different sentence frames with a partner.

3. Reflection/Wrap-Up (5 min)

- *Exit Ticket:* What sentence frame will you try in your next lesson?

Session 4: Scaffolding Reading and Writing for ELs

Objective: Teachers will use scaffolds to support ELs in reading and writing within core content instruction.

Success Criteria:

- I can select and implement instructional scaffolds (e.g., graphic organizers, mentor texts).
- I can provide structured opportunities for ELs to engage in meaningful writing tasks.

Date

April 8, 2026

Time

Westpark: 12:30 - 1:00 p.m.

RES: 1:05 - 1:35 p.m.

Location

Zoom

1. Introduction/Overview (5 min)

- Screen share examples of reading and writing scaffolds.

2. Exploration Activity (20 min)

- Padlet Activity: Teachers post strategies they currently use and respond to each other.
- Breakout Room Discussion: Share examples and discuss how to differentiate scaffolds.

3. Reflection/Wrap-Up (5 min)

- Exit Ticket:* One scaffold they will integrate into their lessons.

Session 5: Using Formative Assessment to Support ELs

Objective: Teachers will use formative assessment to monitor and adjust instruction for ELs.

Success Criteria:

- I can identify and use formative assessment tools to check ELs' language progress.
- I can adjust my instruction based on ELs' language strengths and needs.

Date

April 29, 2026

Time

Westpark: 12:30 - 1:00 p.m.
RES: 1:05 - 1:35 p.m.

Location
Zoom

- 1. Introduction/Overview (5 min)**
 - Share examples of informal formative assessments.
- 2. Exploration Activity (20 min)**
 - Google Slides Sorting: Teachers categorize formative assessment examples as “high leverage” or “low leverage” for ELs.
 - Breakout Rooms: Discuss how to adjust instruction based on assessment results.
- 3. Reflection/Wrap-Up (5 min)**
 - *Exit Ticket:* Share one assessment strategy they will try.

Session 6: Reflection and Next Steps for Integrated ELD

Objective: Teachers will reflect on their learning and develop an action plan for implementing Integrated ELD strategies.

Success Criteria:

- I can identify key takeaways from the professional learning series.
- I can create a next-step goal for improving Integrated ELD in my classroom.

Date

May 13, 2026

Time

Westpark: 12:30 - 1:00 p.m.
RES: 1:05 - 1:35 p.m.

Location
Zoom

- 1. Introduction/Overview (5 min)**
 - *Poll:* What session was most useful for you?
- 2. Exploration Activity (20 min)**
 - Breakout Rooms: Small groups discuss key takeaways and share action steps.
 - Google Doc Action Plan: Each teacher outlines one concrete next step.
- 3. Reflection/Wrap-Up (5 min)**
 - *Exit Ticket:* One commitment to Integrated ELD in their practice.

Total # of Days Planned = 6

Total # of Days Completed =



Southern Kern Unified School District: Secondary I-ELD Teachers

2025/2026

<p><u>Contact Information:</u></p> <p>Noemy Herrera nherrera@skusd.k12.ca.us</p>	<p>KCSOS Consultant(s): TBD</p>	<p>Tropico Middle School: Principal: VP:</p> <p>Abraham Lincoln: Principal: VP:</p> <p>Rare Earth: Principal: VP:</p> <p>Rosamond High School: Principal: VP:</p>
---	--	---

<p>Goal: Empower secondary content area teachers to integrate the CA ELD Standards into their instruction, ensuring that English Learners develop the academic language necessary to fully engage with rigorous subject-area content.</p> <p>Resource: EL Toolkit of Strategies</p>	
<p>Date/ Times</p>	<p>Focus / Notes</p>
<p>Session 1: Foundations of the CA ELD Standards in Secondary Classrooms</p> <p>Objective: Teachers will understand the structure and purpose of the CA ELD Standards and their role in supporting ELs across content areas.</p> <p>Success Criteria:</p>	

<ul style="list-style-type: none"> • I can explain the relationship between the CA ELD Standards and content standards. • I can identify the three ELD proficiency levels and their implications for instruction. 	<p>Date August 27, 2025</p> <p>Time Rare Earth: 12:45 - 1:15 p.m. RHS & A. Lincoln: 1:30 - 2:00 p.m. TMS: 2:00 - 2:30 p.m.</p> <p>Location Zoom</p> <p><input type="checkbox"/> Service Completed</p> <p>Notes:</p>	<p>1. Introduction (5 min) Poll: <i>How familiar are you with the CA ELD Standards?</i></p> <p>2. Exploration Activity (20 min) <i>Breakout Room Jigsaw:</i> Groups analyze different sections of the CA ELD Standards and report back.</p> <p>3. Reflection/Wrap-Up (5 min) – <i>Exit Ticket:</i> One key insight and one question.</p>
<p>Objective: Teachers will learn to recognize the Emerging, Expanding, and Bridging levels and differentiate instruction accordingly.</p> <p>Success Criteria:</p> <ul style="list-style-type: none"> • I can analyze student language samples to determine proficiency levels. • I can plan scaffolds appropriate for each level. <p>Date January 28, 2025</p> <p>Time Rare Earth: 12:45 - 1:15 p.m. RHS & A. Lincoln: 1:30 - 2:00 p.m. TMS: 2:00 - 2:30 p.m.</p> <p>Location Zoom</p> <p><input type="checkbox"/> Service Completed</p> <p>Notes:</p>	<p>Session 2: Understanding and Supporting the ELD Proficiency Levels</p> <p>1. Introduction (5 min) Overview of proficiency levels with real-world examples.</p> <p>2. Exploration Activity (20 min) <i>Google Doc Collaboration:</i> Teachers review student writing samples and identify proficiency levels.</p> <p>3. Reflection/Wrap-Up (5 min) <i>Exit Ticket:</i> What's one scaffold you'll implement?</p>	

Session 3: Promoting Academic Discourse in Secondary Classrooms

Objective: Teachers will explore strategies for increasing student talk and academic language use.

Success Criteria:

- I can facilitate structured student discussions using sentence frames and protocols.
- I can model and scaffold academic discourse to support ELs.

Date

February 11, 2026

Time

Rare Earth: 12:45 - 1:15 p.m.

RHS & A. Lincoln: 1:30 - 2:00 p.m.

TMS: 2:00 - 2:30 p.m.

Location

Zoom

Notes:

Service Completed

1. **Introduction (5 min)**

Breakout room discussion: *What challenges do ELs face with academic talk?*

2. **Exploration Activity (20 min)**

Zoom Chat Challenge: Participants practice using sentence frames in responses.

3. **Reflection/Wrap-Up (5 min)**

Exit Ticket: What academic talk strategy will you implement?

Session 4: Scaffolding Reading and Writing for ELs in Content Areas

Objective: Teachers will implement strategies to support ELs in comprehending and producing academic texts.

Success Criteria:

- I can select effective scaffolds for reading and writing tasks.
- I can provide structured opportunities for ELs to engage with content-rich texts.

Date

April 8, 2026

Time

Rare Earth: 12:45 - 1:15 p.m.

RHS & A. Lincoln: 1:30 - 2:00 p.m.

TMS: 2:00 - 2:30 p.m.

Location

Zoom

1. **Introduction (5 min)**

Share reading/writing scaffolds used in different content areas.

2. **Exploration Activity (20 min)**

Padlet Activity: Teachers post and discuss strategies they currently use.

3. **Reflection/Wrap-Up (5 min)**

Exit Ticket: One scaffold they will integrate.

Service Completed

Notes:

Session 5: Formative Assessment for Language Development in Content Areas

Objective: Teachers will use formative assessment to monitor ELs' language and content learning.

Success Criteria:

- I can implement formative assessments that measure both content and language development.
- I can adjust my instruction based on ELs' language needs.

Date

April 29, 2026

Time

Rare Earth: 12:45 - 1:15 p.m.

RHS & A. Lincoln: 1:30 - 2:00 p.m.

TMS: 2:00 - 2:30 p.m.

Location

Zoom

1. Introduction (5 min)

Share examples of high-impact formative assessments.

2. Exploration Activity (20 min)

Google Slides Sorting: Teachers classify assessments as “high leverage” or “low leverage” for ELs.

3. Reflection/Wrap-Up (5 min)

Exit Ticket: One assessment strategy they will try.

Notes:

Service Completed

Session 6: Reflection and Next Steps for Integrated ELD in Secondary Classrooms

Objective: Teachers will reflect on their learning and develop an action plan for implementation.

Success Criteria:

- I can identify key takeaways from the professional learning series.
- I can create a next-step goal for improving Integrated ELD in my instruction.

Date

May 13, 2026

Time

Rare Earth: 12:45 - 1:15 p.m.

RHS & A. Lincoln: 1:30 - 2:00 p.m.

TMS: 2:00 - 2:30 p.m.

Location

Zoom

1. Introduction (5 min)

Poll: Which session was most impactful?

2. Exploration Activity (20 min)

Breakout Rooms: Teachers discuss takeaways and draft action steps.

3. Reflection/Wrap-Up (5 min)

Final Reflection in Chat: One commitment to Integrated ELD in their content area.

Notes:

Service Completed

Total # of Days Planned = 6

Total # of Days Completed =



Site Administrators

2025/2026

District Contact Information:

Noemy Herrera
nherrera@skusd.k12.ca.us
661-256-5000 ext. 1139

Site Contact Information:

Westpark (WES)

P: Patrick Holmes pholmes@skusd.k12.ca.us
VP: Kaycie Ament: kament@skusd.k12.ca.us 661-256-5030
Secretary- Ashley Goss: agoss@skusd.k12.ca.us
3600 Imperial Avenue Rosamond CA 93560

Rosamond Elementary (RES)

P: Nat Adams nadams@skusd.k12.ca.us
VP: Andy Banahan abanahan@skusd.k12.ca.us
Secretary- Lareen Pengilley lpengilley@skusd.k12.ca.us
3082 Glendower St. Rosamond Ca 93560

Tropico- TMS

P: Debi Keys dkeys@skusd.k12.ca.us
VP: John Wheeler jwheeler@skusd.k12.ca.us 661-256-5040
Secretary- Letecia Watts lwatts@skusd.k12.ca.us
3180 Mojave Tropico Rosamond CA, 93560

Rosamond Early College Campus High (RECCHS)

P: Suresh Bajnath sbajnath@skusd.k12.ca.us
VP: Dane Adams dadams@skusd.k12.ca.us
VP: Scott Smalls (leaving in Sept) ssmall@skusd.k12.ca.us
661-256-5020
Secretary- Cindy Benson cbenson@skusd.k12.ca.us
2925 Rosamond Blvd Rosamond, CA 93560

KCSOS Consultant(s):

Laurie Bowden
labowden@kern.org

Abraham Lincoln Independent Study/ Rare Earth Continuation

P: Robyn Calzada rcalzada@skusd.k12.ca.us
661256-5095
Secretary- Vickie Hefler vhefler@skusd.k12.ca.us
2800 Rosamond Blvd Rosamond, CA 93560

- Goal 1:** Build administrators' instructional capacity and knowledge of Comprehensive ELD
- Goal 2:** Prepare administrators to effectively use an ELD observation tool for classroom walkthroughs and debriefs
- Goal 3:** Provide coaching for the administration: planning, reflecting, and problem solving

Resource: EL Toolkit of Strategies; EL Roadmap Implementation Toolkits for Administrators, Vol. 1-3; Title III Program Instrument

Date/ Times

Focus / Notes

Session 1

Sessions Objectives (1-5): Provide coaching for site administration by identifying intellectual high quality of instruction that will provide access to the content and language for multilingual learners.

Date

September 23, 2025

Time

8:00-10:00
11:00-1:00

Location

Westpark Elementary School:
Tropico Middle School:

Service Completed

Using a 1:1 coaching model:

- Review Comprehensive ELD
- Conduct walkthroughs using ELD observation tools
- Debrief w/ administration on observation insights
- Review high-leverage strategies teachers received from prior PD provided by KCSOS
- Highlight scaffolds that are embedded within EL strategies
- Develop next steps based on qualitative/quantitative data

Notes:

Date
October 13, 2025

Time
 8:00-10:00
 11:00-1:00

Location
 Rosamond Elementary School:
 Rosamond High School:
 Abraham Lincoln Independent Study/ Rare
 Earth

Service Completed

Using a 1:1 coaching model,

- Review Comprehensive ELD
- Conduct walkthroughs using ELD observation tools
- Debrief w/ administration on observation insights
- Review high-leverage strategies teachers received from prior PD provided by KCSOS
- Highlight scaffolds that are embedded within EL strategies
- Develop next steps based on qualitative/quantitative data

Notes:

Date
October 20, 2025

Time
 8:00-10:00
 11:00-1:00

Location
 Westpark Elementary School:
 Tropico Middle School:

Service Completed

Session 2

Using a 1:1 coaching model,

- Review Comprehensive ELD
- Conduct walkthroughs using ELD observation tools
- Debrief w/ administration on observation insights
- Review high-leverage strategies teachers received from prior PD provided by KCSOS
- Highlight scaffolds that are embedded within EL strategies
- Develop next steps based on qualitative/quantitative data

<p>Notes: Using a 1:1 coaching model,</p> <ul style="list-style-type: none"> • Review Comprehensive ELD • Conduct walkthroughs using ELD observation tools • Debrief w/ administration on observation insights • Review high-leverage strategies teachers received from prior PD provided by KCSOS • Highlight scaffolds that are embedded within EL strategies • Develop next steps based on qualitative/quantitative data <p>Notes:</p>	<p>Date *November 6, 2025</p> <p>Time 8:00-10:00 11:00-1:00</p> <p>Location Rosamond Elementary School: Rosamond High School: Abraham Lincoln Independent Study/ Rare Earth</p> <p><input type="checkbox"/> Service Completed</p>
<p>Session 3:</p>	
<p>Notes: Using a 1:1 coaching model,</p> <ul style="list-style-type: none"> • Review Comprehensive ELD • Conduct walkthroughs using ELD observation tools • Debrief w/ administration on observation insights • Review high-leverage strategies teachers received from prior PD provided by KCSOS • Highlight scaffolds that are embedded within EL strategies • Develop next steps based on qualitative/quantitative data <p>Notes:</p>	<p>Date December 16, 2025</p> <p>Time 8:00-10:00 11:00-1:00</p> <p>Location Westpark Elementary School: Tropico Middle School:</p> <p><input type="checkbox"/> Service Completed</p>

<p>Date January 15, 2026</p> <p>Time 8:00-10:00 11:00-1:00</p> <p>Location Rosamond Elementary School : Rosamond High School: Abraham Lincoln Independent Study/ Rare Earth</p> <p><input type="checkbox"/> Service Completed</p>	<p>Using a 1:1 coaching model,</p> <ul style="list-style-type: none"> • Review Comprehensive ELD • Conduct walkthroughs using ELD observation tools • Debrief w/ administration on observation insights • Review high-leverage strategies teachers received from prior PD provided by KCSOS • Highlight scaffolds that are embedded within EL strategies • Develop next steps based on qualitative/quantitative data <p>Notes:</p>
<p>Mid-Year Review</p>	
<p>Session 4:</p>	
<p>Date January 26, 2026</p> <p>Time 8:00-10:00 11:00-1:00</p> <p>Location Westpark Elementary School Tropico Middle School</p>	<p>Using a 1:1 coaching model,</p> <ul style="list-style-type: none"> • Review Comprehensive ELD • Conduct walkthroughs using ELD observation tools • Debrief w/ administration on observation insights • Review high-leverage strategies teachers received from prior PD provided by KCSOS • Highlight scaffolds that are embedded within EL strategies • Develop next steps based on qualitative/quantitative data

Service Completed

Date

***February 10, 2026**

Time

8:00-10:00

11:00-1:00

Location

Rosamond Elementary School
Rosamond High School
Abraham Lincoln Independent Study/ Rare Earth

Service Completed

Notes:

Using a 1:1 coaching model,

- Review Comprehensive ELD
- Conduct walkthroughs using ELD observation tools
- Debrief w/ administration on observation insights
- Review high-leverage strategies received from prior PD provided by KCSOS
- Highlight scaffolds that are embedded within EL strategies
- Develop next steps based on qualitative/quantitative data

Notes:

Session 5:

Using a 1:1 coaching model,

- Review Comprehensive ELD
- Conduct walkthroughs using ELD observation tools
- Debrief w/ administration on observation insights
- Review high-leverage strategies received from prior PD provided by KCSOS
- Highlight scaffolds that are embedded within EL strategies
- Develop next steps based on qualitative/quantitative data

Date

March 5, 2026

Time

8:00-10:00

11:00-1:00

Location

Westpark Elementary School
Tropico Middle School

Service Completed

Date

March 16, 2026

Time

8:00-10:00

11:00-1:00

Location

Rosamond Elementary School

Rosamond High School

Abraham Lincoln Independent Study/ Rare Earth

Service Completed

Notes:

Using a 1:1 coaching model,

- Review Comprehensive ELD
- Conduct walkthroughs using ELD observation tools
- Debrief w/ administration on observation insights
- Review high-leverage strategies teachers received from prior PD provided by KCSOS
- Highlight scaffolds that are embedded within EL strategies
- Develop next steps based on qualitative/quantitative data

Notes:

Total # of Days Planned = 10
Total # of Days Completed =



Southern Kern Unified School District

2601 Rosamond Blvd.
Rosamond, CA 93560

Proposal/Estimate Cover Sheet

Vendor/Contractor Name or Event Name	Date Received	Board Date
Earth Systems	6/11/2025	6/18/2025

Proposal Title/Name	Effective Dates	Final Contract to Superintendent's Secretary By:				
Proposal for Preliminary Geotechnical Engineering Report PAS-25-05-032	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">From</td> <td style="text-align: center;">7/1/2025</td> </tr> <tr> <td>Until</td> <td style="text-align: center;">6/30/2026</td> </tr> </table>	From	7/1/2025	Until	6/30/2026	6/11/2025
From	7/1/2025					
Until	6/30/2026					

Description
This proposal is for Preliminary Geotechnical Engineering Report for the property located on the northwest corner of West Rosamond Blvd. and 47th Street West.

Renewal Clause	Automatic Renewal
No	NO

Payment Terms:	Termination Clause	Budgeted Item
	60 day written notice	N/A

Fixed/Startup Costs	N/A	Total Cost (not to exceed)	\$23,320.00
----------------------------	-----	-----------------------------------	-------------

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	6/11/2025

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

<input checked="" type="checkbox"/> Ready for Board Agenda	Signature	Date
	Camie Davies	6/11/2025



May 20, 2025

PAS-25-05-032

Southern Kern Unified School District
2601 Rosamond Blvd.
Rosamond, CA 93560

**SUBJECT: Proposal – Preliminary Geotechnical Engineering Report
Proposed South Kern Unified School District (SKUSD) Development**
APN: 252-32-006 and -007
West Rosamond Boulevard
Rosamond, California

INTRODUCTION

Pursuant to your request, Earth Systems Pacific (Earth Systems) has prepared this proposal to provide a Preliminary Geotechnical Engineering Report for the above-referenced property that is a proposed school project for the South Kern Unified School District (SKUSD).

The purpose of Earth Systems services will be to provide an evaluation of the subsurface conditions within the accessible areas and to provide preliminary recommendations relating to the geotechnical aspects of the proposed construction.

Earth Systems understands that the intent of the design level geotechnical report is to provide recommendations in accordance with the current Building Code and California Geological Survey (CGS) requirements.

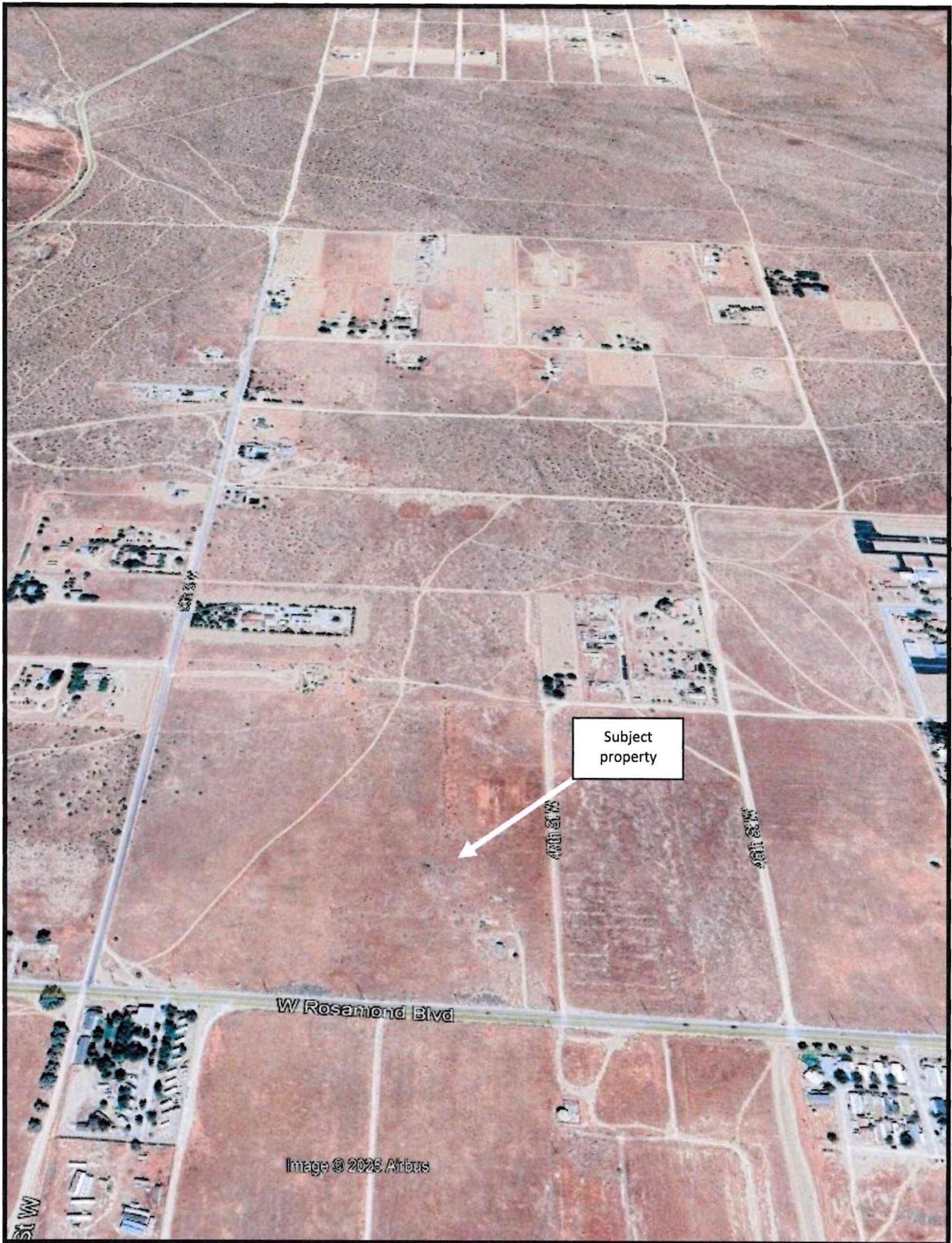
- The site has not been evaluated for mapped Earthquake-Induced hazard zones per the CGS Seismic Hazards map – see following research map.
- The site is not located within an Earthquake Fault Zone (“Alquist-Priolo”) zone.
- The site is not situated within the mapped CalGEM oil field/well map zone.

PROJECT DESCRIPTION

The subject South Kern Unified School District property is located on the northwest corner of West Rosamond Boulevard and 47th Street West in the City of Rosamond, California.

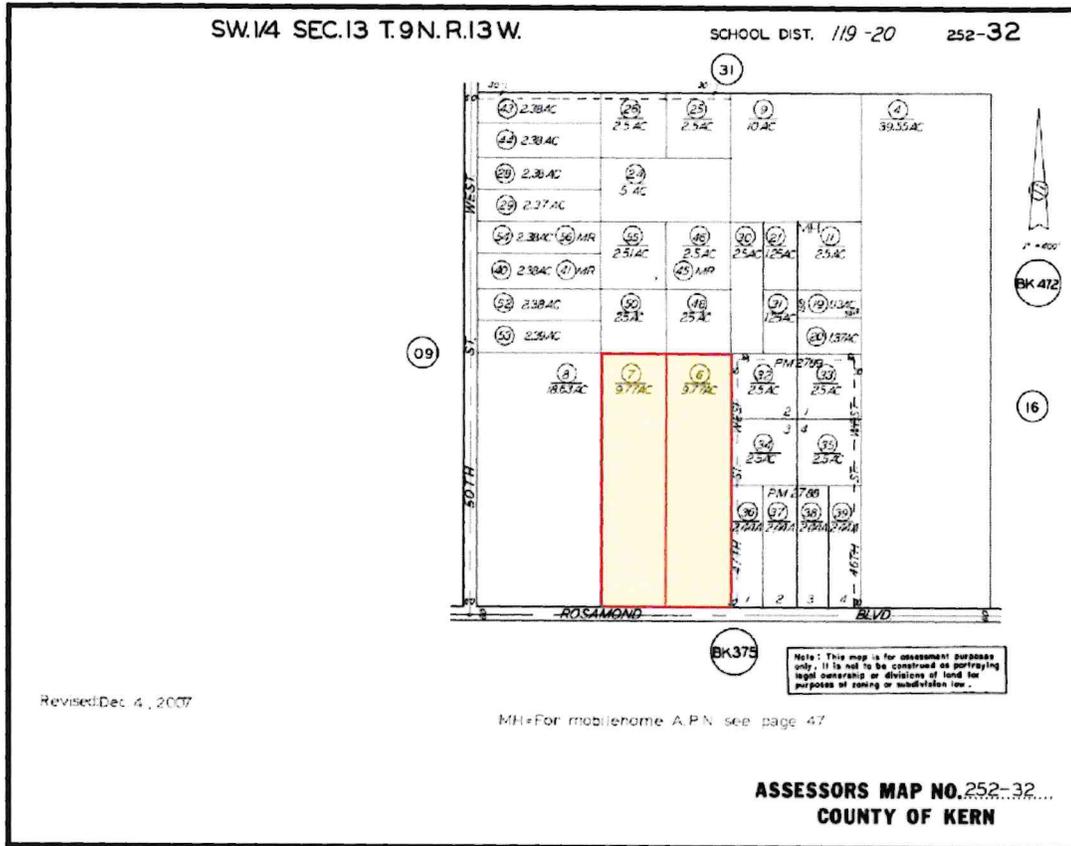
Earth Systems has not been provided with any information regarding conceptual development at the time this proposal was prepared. When concept plans are prepared, it may be necessary to revise the geotechnical investigation scope.

LOCATION

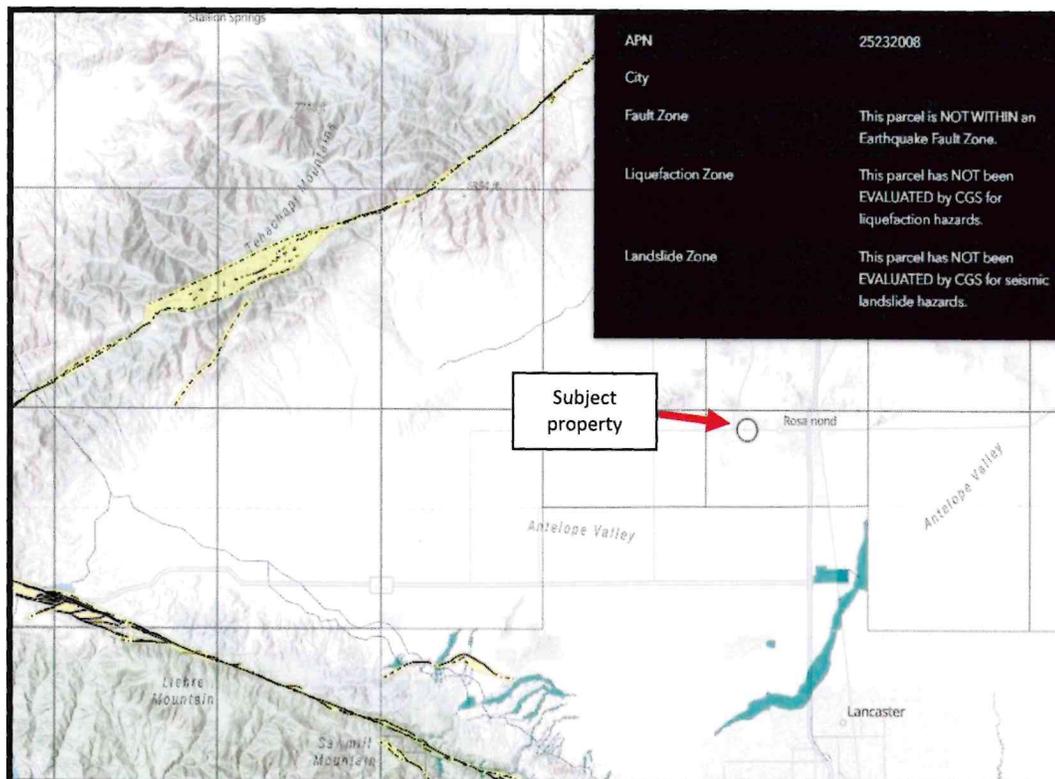


Aerial view of the general property – south to north

RESEARCH



Assessor map of property provided to Earth Systems



CGS map – Earthquake Zone of Required Investigation
Liquefaction zone (dark green shading) A-P Zone (yellow shading)

PROPOSED SCOPE OF SERVICES

The initial scope of Earth Systems services will be to study the subsurface conditions on the subject property and prepare a Preliminary Geotechnical Report to provide recommendations relating to the geotechnical aspects of the proposed development. Conceptual plans for the proposed improvements have not yet been provided to Earth Systems.

This scope of services does not include an assessment of the environmental conditions on the property.

Earth Systems' scope of services with options is as follows:

- A. Any available previously prepared geotechnical reports prepared for the property should be provided to Earth Systems. Any documents provided will be reviewed by Earth Systems professional staff. The findings of any updated documents may necessitate changes in the scope of geotechnical investigation and preparation of a revised proposal.
- B. A site reconnaissance, marking the boring locations and notification of Underground Service Alert will be performed by Earth Systems professional staff.

The property owner is required to provide authorization to access and excavate on the property and confirm clearance of the proposed excavation locations. If they do not have accurate location plans for the infrastructure it is recommended that they obtain the services of an underground utility location company to confirm clearance of utilities. **Earth Systems is not responsible for utility clearance.**

A current site plan and topographic map showing the existing site conditions, existing property limits and improvements should be provided to Earth Systems for our use during the exploration phase of our services. **The client is required to provide access to the test locations.**

- C. For preparation of the design level report, Earth Systems will conduct a limited exploratory program to identify the subsurface site conditions and materials by drilling and sampling 10 borings at depths of 10 to 50 feet across the subject property.
- D. For preparation of the design level report, geotechnical laboratory testing will be performed on select samples of earth materials retrieved from the field exploration that are considered to be reasonably representative of the earth materials underlying the proposed structure area. Tests **may** include evaluation of in-place density and moisture content, shear strength, consolidation characteristics, expansion, soil classification, corrosion and compaction characteristics.
- E. For preparation of the design level report, the final recommendations will be set forth in a written report based on data obtained from the exploration and testing program, evaluation of these data, other knowledge, past experience and judgment.

Recommendations provided will typically relate to criteria for site preparation, seismic criteria, foundation design and other general requirements.

ESTIMATED FEES

It is understood that this project is subject to **prevailing wage** – see **Prevailing Wage** in the Terms of this proposal.

Based on the above scope of services, the estimated engineering cost of completing the Preliminary Geotechnical Engineering Report are as follows based on drilling and testing:

Budget for Geotechnical Report - Structural Borings	
Task	Fees
Earth Systems Fees (Geotechnical)	
Coordination with the design team, project initiation, site reconnaissance, marking the boring locations, notification of USA (this does not include obtaining permits to drill on public property or utility location services)	1,160.00
Field engineer or geologist to log the borings	2,600.00
Laboratory testing	3,110.00
Preparation of the Geotechnical Engineering Report	5,650.00
Sub Total	12,520.00
Outside Fees (Geotechnical)	
* The drilling fees assuming 2 days at Prevailing Wage (T&M)	10,800.00
Estimated Total	23,320.00

A retainer fee of twelve thousand dollars (\$12,000) will be required to initiate the fieldwork for the project. The retainer will be applied to the total fee at the completion of the report.

Additional Services. Any services to be performed by Earth Systems which are not set forth in this proposal are "Additional Services". Any Additional Services provided by Earth Systems shall be subject to the terms of this agreement and charged per Earth Systems' current fee schedule. Such services may include client meetings, City meetings, design team meetings and consultations, discussion and interim reports.

*Consultations, research, design team meetings, plan review, stamping and signing plans, revisions to reports, addendum reports in response to DSA/CGS or design team comments etc. are based on hourly rates of the current fee schedule.

**It must be noted that costs incurred for such items as DBS research, research copies, borings, test pit excavations, etc. are not included in this proposal as a fixed fee. These costs will be invoiced in addition to the engineering and geologic fees at cost plus 20%.

Please note: Earth Systems fees do not include repairs to any landscape or hardscape that could be damaged while gaining access to the excavation locations. It should be understood that the borings that are excavated for the geotechnical study will be backfilled but will not be compacted to the same density as previously existed and settlement of the backfill will occur with time. Earth Systems is not responsible for restoring any future settlement in these areas after we have left the site. In the event that you wish to minimize the potential for soil settlement, Earth Systems can provide you with the name of a contractor who will provide you with a proposal to repair any damaged hardscape, landscape or to densify the backfill to minimize settlement or import a gravel material or lean concrete to fill the excavation and haul away the excavated soil. Your signature on this proposal identifies that you are aware of this condition. Do not hesitate to contact Earth Systems should you have any questions regarding this matter.

The estimated fees above are only for preparation of the preliminary geotechnical engineering report as described in the scope of services. Additional study, analysis, reports, plan reviews etc. may be required by the review agency or other members of the design team after their review of the preliminary geotechnical report. Any additional services performed will be provided on a Fee Schedule basis in accordance with the Fee Schedule in effect at the time the services are provided.

If quality control testing and observation during construction is requested and a signed proposal for a specific scope of services is not in place at the time the services are requested, this proposal shall be deemed to be in force to cover the fees for such additional services. Fees for construction testing services can be negotiated once improvement plans are completed and the contractor's schedule is known.

SCHEDULE

Based on the requested information, Earth Systems anticipates that we can provide the proposed report on the following schedule.

- The document/plan research/review phase of the study will be performed by Earth Systems professional geotechnical engineers and geologists prior to performing the geotechnical field investigation.
- Site reconnaissance, notification of Underground Service Alert and fieldwork initiation is expected to be scheduled within several days of receipt of your written authorization and requested retainer.
- It is expected that the geotechnical excavation and sampling program will require one day to complete, weather permitting.
- The soil laboratory testing should require about three weeks to complete.
- The Preliminary Geotechnical Engineering Report should be ready for distribution approximately five to six weeks after completion of the laboratory work.
- Oral communication of the findings may be provided to the design team prior to the completion of the reports upon request.

TERMS FOR SERVICES

This proposal may be considered valid for ninety days from the date of this proposal at which time if it is not fully executed, we reserve the right to modify our proposal in both scope and fee. The following terms and conditions should be incorporated into the agreement for services.

- 1. Investigation, Monitoring and Inspection.** If the services include monitoring or inspection of soil, construction and/or materials, Client shall authorize and pay for Consultant to provide sufficient observation and professional inspection to permit Consultant to form opinions according to accepted statistical sampling methods as to whether the work has been performed in accordance with recommendations. Such opinions, while statistically valid, do not guaranty uniformity of conditions or materials. Similarly, soils and geology investigations do not guaranty uniformity of subsurface conditions. Client hereby represents and warrants that it has provided and shall provide to Consultant all information and sufficient advance notice necessary in order for Consultant to perform the appropriate level of services. No statement or action of Consultant can relieve Client's contractors of their obligation to perform their work properly. Consultant has no authority to supervise or stop the work of others.
- 2. Site Access and Utilities.** Client has sole responsibility for securing site access and locating utilities.
- 3. Billing and Payment.** Client will pay Consultant the proposal amount or, if none is stated, according to the fee schedule attached to the proposal. Prior to initiation of field work, a retainer is required. This retainer shall be maintained throughout the project and shall be applied to the final invoice. Payment is due on presentation of invoices, and is delinquent if Consultant has not received payment within thirty (30) days from date of an invoice. Client will pay an additional charge of 1 1/2 (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount that is disputed in good faith. Each payment will first be applied to accrued interest, costs and fees and then to the principal unpaid amount. Services to be performed by Consultant hereunder which are not set forth in this proposal and/or Work Order are additional services. Any additional services provided by Consultant shall be subject to the terms of this contract and charged per Consultant's current fee schedule. Client shall provide written confirmation within three (3) days of any verbal authorization to the Consultant for additional services, but Client's failure to do so shall not relieve the Client from its obligation to pay the Consultant for such services.
- 4. Ownership of Documents.** Consultant owns all documents it creates and grants Client limited license to use the documents for the purposes stated in the documents. Consultant reserves the right to withhold delivery of documents to Client until payment in full of current invoices has been received.
- 5. Termination.** This agreement may be terminated by either party effective seven (7) days from the date of written notice, or if the client suspends the work for three (3) months. In the event of termination, Consultant will be paid for services performed prior to the date of termination plus reasonable termination expenses. If Consultant has not received payment for any invoice within thirty (30) days from the date of the invoice, or in the event of anticipatory breach by Client, Consultant may suspend performance of its services immediately and may terminate this contract.
- 6. Risk Allocation.** In order for Client to obtain the benefit of a fee which includes a lesser allowance for compensating Consultant for its litigation risk, Client agrees to indemnify, hold harmless and defend Consultant, its agents, employees, or officers, from and against any and all loss, claim, expenses, including attorney's fees, injury, damages, liability or costs arising out of non-design services (i.e., services other than as defined by Civil Code Section 2784) performed by Consultant on this project, except where such loss injury, damage, liability, cost, expenses or claims are the result of the sole negligence or willful misconduct of Consultant. To the maximum extent permitted by law, Client agrees that the liability of Consultant, its parent, subsidiaries, affiliates and subcontractors, including their respective officers, directors, employees and agents, for any claims based in contract, in tort or otherwise arising out of or in connection with Consultant's services shall be limited to the aggregate sum of \$25,000.00 or the total fees paid to Consultant for its services, whichever is greater. Consultant shall not be responsible for any consequential, incidental or liquidated damages. These terms may be negotiable depending on the particular facts of your project. You should consult with an attorney experienced in construction contracts and litigation regarding this provision.

7. Hazardous Materials. Consultant is responsible only for hazardous materials brought by Consultant onto the site. Client retains ownership and responsibility in all respects for other hazardous materials and associated damage.

8. Third Parties And Assignment. This Contract is intended only to benefit the parties hereto. No person who is not a signatory to this Contract shall have any rights hereunder to rely on this Contract or on any of Consultant's services or reports without the express written authorization of Consultant. This Contract shall not be assigned by Client without the Consultant's written consent. This Contract is binding on any successor companies to Client or Consultant, and on the surviving corporation in the event of a merger or acquisition.

9. Prevailing Wage. Our proposal is based on the understanding that our services, as outlined in this proposal, are subject to the California Prevailing Wage Law. In the event that the Department of Industrial Relations determines that the Prevailing Wage Law applies, Client agrees to pay to Consultant any additional compensation necessary to adjust Consultants employees' wages to conform to the Prevailing Wage Law on this project.

10. Governing Law, Survival and Forum Selection. The contract shall be governed by laws of the State of California. If any of the provisions contained in this agreement are held invalid, the enforceability of the remaining provisions will not be impaired. Limitations of liability, indemnities, representations and warranties by Client will survive termination of this agreement. The signatories represent and warrant that they are authorized by the entities on whose behalf they sign to enter into this contract and that their principals have filed fictitious business name statements, if required. All disputes between Consultant and Client related to this agreement will be submitted to the court of the county where Consultant's principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction.

11. Standard of Care. Consultant will perform its services using that degree of skill and care ordinarily exercised under similar conditions by members of Consultant's profession practicing in the same or similar locality at the time of performance.

CLOSURE

Earth Systems appreciates the opportunity to provide this proposal for this project. The scope of services identified within this proposal will be reviewed and performed by Earth Systems registered engineers Anthony Mazzei (GE 2823), Renee Morales (GE 3170) or Mark Russell (GE 2393), and registered geologist Christopher F. Allen (EG 2648). If this proposal meets with your approval, please sign, date and return one copy of this document with the requested retainer, to Earth Systems, 2122 E. Walnut Street, Suite 200, Pasadena, California 91107. Please feel free to contact the undersigned should you have any questions regarding this proposal.

Respectfully submitted,

Earth Systems Pacific



David J. Murray
Sr. Vice President

AGREED TO AND ACCEPTED

by the legal property owner (in the event that addressee is not the legal property owner, please request "Permission to Perform Preliminary Site Investigation" forms to be signed and approved by the legal property owner).

Signature

Print Name

Date

EIN (Employer Identification No.)

Telephone No.

Distribution: Jaime Ortiz - jortiz@hple.co



Southern Kern Unified School District

2601 Rosamond Blvd.
Rosamond, CA 93560

Proposal/Estimate Cover Sheet

Vendor/Contractor Name or Event Name	Date Received	Board Date
Earth Systems	6/11/2025	6/18/2025
Proposal Title/Name	Effective Dates	
Proposal for Phase I Environmental Site Assessment PAS-25-05-033	From	7/1/2025
	Until	6/30/2026
Final Contract to Superintendent's Secretary By:		
6/11/2025		
Description		
This proposal is for Environmental Site Assessment for the property located on the northwest corner of West Rosamond Blvd. and 47th Street West.		
Renewal Clause	Automatic Renewal	
No	NO	
Payment Terms:	Termination Clause	Budgeted Item
	60 day written notice	N/A
Fixed/Startup Costs	N/A	Total Cost (not to exceed)
		\$6,000.00
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	6/11/2025

Purchase Order Prepared

	Signature	Date

Ready for Board Agenda

	Signature	Date
	Camie Davies	6/11/2025



May 20, 2025

PAS-25-05-033

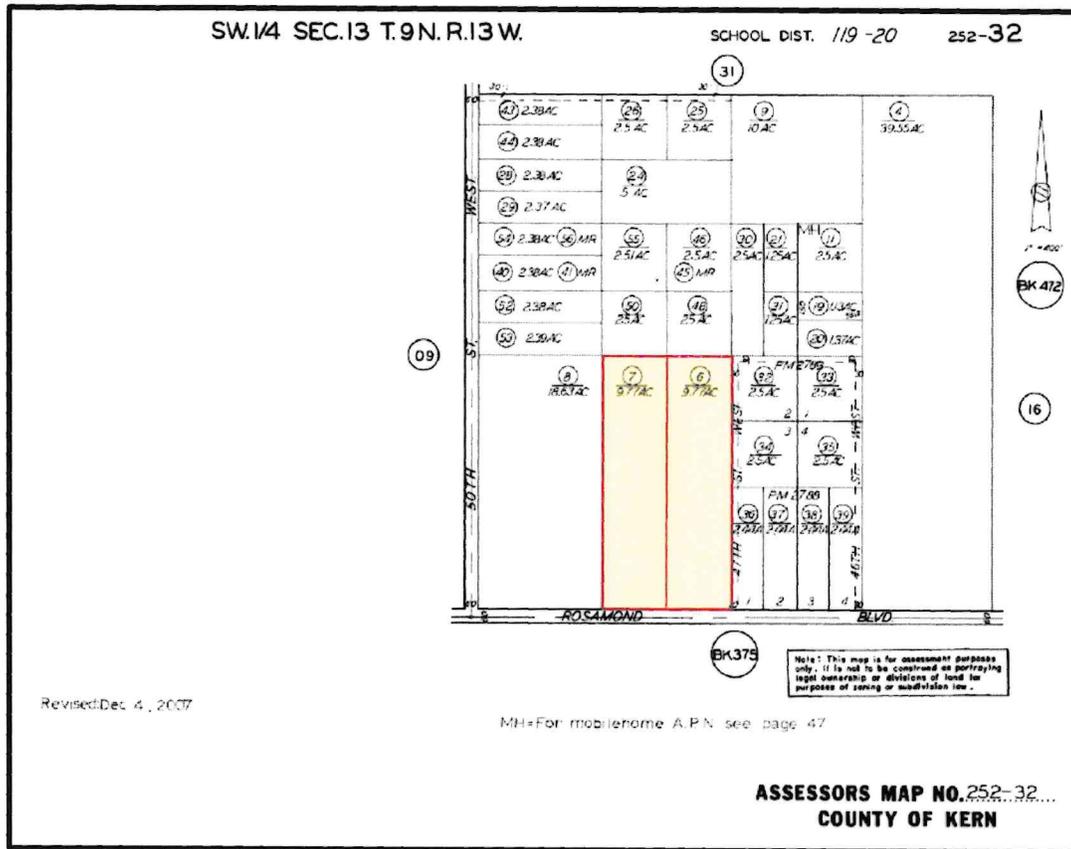
Southern Kern Unified School District
2601 Rosamond Blvd.
Rosamond, CA 93560

SUBJECT: Proposal for Phase I Environmental Site Assessment
APN: 252-32-006 and -007
West Rosamond Boulevard
Rosamond, California

Pursuant to your request, Earth Systems Pacific (Earth Systems) has prepared this proposal to provide a Phase I Environmental Site Assessment (ESA) report for the above-referenced property. Earth Systems understands that a school campus is proposed for the South Kern Unified School District (SKUSD). The property is located on the northwest corner of West Rosamond Boulevard and 47th Street West in the City of Rosamond, California.



Approximate property location



Parcel map provided to Earth Systems

SCOPE OF WORK

Our work will be performed in general accordance with *ASTM E1527-21 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*. Our cost estimate is based on providing the following scope of services:

Site Reconnaissance: This will include a visual reconnaissance of the site, noting physical evidence of potential contamination or possible sources of contamination. The site owner and/or site personnel will be interviewed (if possible) regarding current and past site uses. The site will be photographed to document current conditions. Adjoining site uses will also be observed to evaluate possible impacts to the property.

Site History Investigation: The history of the site will be researched to identify past land use on and near the property related to the storage, production, use or disposal of hazardous materials. If available, people with knowledge of past site uses will be interviewed. Documents to be reviewed may include the following:

- Aerial photographs
- Topographic maps
- Oil and gas well maps
- Fire insurance maps
- Local street directories
- Zoning/land use records
- Interviews with current or former owners, occupants, and operators
- Local government records such as building/fire department files
- Prior assessment reports

Regulatory Agency Records Review: Regulatory agencies compile information concerning sites that generate, store, use, or have released hazardous materials. This information will be accessed by obtaining a report from a company that specializes in maintaining a database of this type of information. In addition, local government agencies will be contacted for information they may have regarding environmental conditions at the site or in the vicinity. A screen to evaluate the potential for a vapor encroachment condition will also be performed as part of the assessment.

Report Preparation: A report summarizing the results of the assessment will be prepared and sent to the client. The report will present our findings regarding past land use on and around the property, our opinion regarding the potential for soil or groundwater contamination and vapor encroachment conditions at the site, and recommendations for supplemental (Phase II) assessment, if appropriate. ASTM E1527 requires the identification of gaps in the data used in evaluating the site. Data gaps encountered, and their significance to the project, will be summarized and evaluated. The report will be provided as a digital copy in PDF format.

Note that the collection and analysis of samples of building materials, soil, groundwater, or air is not included in the scope of an ESA and is not proposed at this time. We do not propose to determine the degree or extent of any contamination that may be identified during this phase of work. If needed, these evaluations would be performed as part of a subsequent Phase II investigation.

FEES

We propose to provide our services on a fixed-fee basis for a total of \$6,000.00; a retainer of \$3,000.00 to defray out-of-pocket costs is required to initiate work. We will submit monthly invoices for our work, or upon project completion; these invoices are payable upon receipt.

SCHEDULE AND TERMS

Work on the project can begin immediately; the ESA report will be submitted three to four weeks after receiving authorization to proceed. This fee quotation will remain in effect for 90 days, after which time we reserve the right to modify it if necessary. We will notify the client of any major changes in the proposed scope of work prior to initiating such a change. Fees for additional services requested after authorization or in the field will be charged at the hourly rates in effect at the time of the services request, or at a price mutually agreed upon in writing.

It should be noted that any level of assessment cannot ascertain that a property is completely free of chemical or toxic substances; therefore, Earth Systems cannot offer the certification of a "clean" property. We believe the scope of work proposed is appropriate to allow an owner, prospective buyer, or seller to make an informed business decision. The services performed by Earth Systems will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of our profession currently practicing under similar conditions in the site vicinity.

If the proposed scope of work and fees are satisfactory, the return of the attached work order, signed and dated by the party responsible for payment, will constitute authorization for work on the project to proceed. This agreement can be terminated by either party upon notification in writing. Earth System's responsibility for the project will end upon completion of the services described herein or termination of the agreement unless authorization to perform additional work and agreement for payment thereof is provided by the client.

We look forward to assisting you with this project. If you have any questions regarding this proposal or the ESA process in general, please contact us at your earliest convenience. If this proposal meets with your approval, please sign, date and return one copy of this document with the requested retainer, to Earth Systems, 2122 E. Walnut Street, Suite 200, Pasadena, California 91107. Please feel free to contact the undersigned should you have any questions regarding this proposal.

Respectfully submitted,
Earth Systems Pacific



Christopher F. Allen, P.G., E.G.
Vice President

AGREED TO AND ACCEPTED

CLIENT NAME (IN PRINT)

SIGNATURE AND TITLE

EIN (Employer Identification No.)

DATE

TELEPHONE NUMBER

Distribution: Jaime Ortiz - jortiz@hple.co

TERMS FOR SERVICES

This proposal may be considered valid for ninety days from the date of this proposal, at which time if it is not fully executed, we reserve the right to modify our proposal in both scope and fee. The following terms and conditions should be incorporated into the agreement for services.

1. Investigation, Monitoring and Inspection. If the services include monitoring or inspection of soil, construction and/or materials, Client shall authorize and pay for Consultant to provide sufficient observation and professional inspection to permit Consultant to form opinions according to accepted statistical sampling methods as to whether the work has been performed in accordance with recommendations. Such opinions, while statistically valid, do not guaranty uniformity of conditions or materials. Similarly, soils and geology investigations do not guaranty uniformity of subsurface conditions. Client hereby represents and warrants that it has provided and shall provide to Consultant all information and sufficient advance notice necessary in order for Consultant to perform the appropriate level of services. No statement or action of Consultant can relieve Client's contractors of their obligation to perform their work properly. Consultant has no authority to supervise or stop the work of others.

2. Site Access and Utilities. Client has sole responsibility for securing site access and locating utilities.

3. Billing and Payment. Client will pay Consultant the proposal amount or, if none is stated, according to the fee schedule attached to the proposal. Prior to initiation of field work, a retainer is required. This retainer shall be maintained throughout the project and shall be applied to the final invoice. Payment is due on presentation of invoices, and is delinquent if Consultant has not received payment within thirty (30) days from date of an invoice. Client will pay an additional charge of 1 1/2 (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount that is disputed in good faith. Each payment will first be applied to accrued interest, costs and fees and then to the principal unpaid amount. Services to be performed by Consultant hereunder which are not set forth in this proposal and/or Work Order are additional services. Any additional services provided by Consultant shall be subject to the terms of this contract and charged per Consultant's current fee schedule. Client shall provide written confirmation within three (3) days of any verbal authorization to the Consultant for additional services, but Client's failure to do so shall not relieve the Client from its obligation to pay the Consultant for such services.

4. Ownership of Documents. Consultant owns all documents it creates and grants Client limited license to use the documents for the purposes stated in the documents. Consultant reserves the right to withhold delivery of documents to Client until payment in full of current invoices has been received.

5. Termination. This agreement may be terminated by either party effective seven (7) days from the date of written notice, or if the client suspends the work for three (3) months. In the event of termination, Consultant will be paid for services performed prior to the date of termination plus reasonable termination expenses. If Consultant has not received payment for any invoice within thirty (30) days from the date of the invoice, or in the event of anticipatory breach by Client, Consultant may suspend performance of its services immediately and may terminate this contract.

6. Risk Allocation. In order for Client to obtain the benefit of a fee which includes a lesser allowance for compensating Consultant for its litigation risk, Client agrees to indemnify, hold harmless and defend Consultant, its agents, employees, or officers, from and against any and all loss, claim, expenses, including attorney's fees, injury, damages, liability or costs arising out of non-design services (i.e., services other than as defined by Civil Code Section 2784) performed by Consultant on this project, except where such loss injury, damage, liability, cost, expenses or claims are the result of the sole negligence or willful misconduct of Consultant. To the maximum extent permitted by law, Client agrees that the liability of

Consultant, its parent, subsidiaries, affiliates and subcontractors, including their respective officers, directors, employees and agents, for any claims based in contract, in tort or otherwise arising out of or in connection with Consultant's services shall be limited to the aggregate sum of \$25,000.00 or the total fees paid to Consultant for its services, whichever is greater. Consultant shall not be responsible for any consequential, incidental or liquidated damages. These terms may be negotiable depending on the particular facts of your project. You should consult with an attorney experienced in construction contracts and litigation regarding this provision.

7. Hazardous Materials. Consultant is responsible only for hazardous materials brought by Consultant onto the site. Client retains ownership and responsibility in all respects for other hazardous materials and associated damage.

8. Third Parties And Assignment. This Contract is intended only to benefit the parties hereto. No person who is not a signatory to this Contract shall have any rights hereunder to rely on this Contract or on any of Consultant's services or reports without the express written authorization of Consultant. This Contract shall not be assigned by Client without the Consultant's written consent. This Contract is binding on any successor companies to Client or Consultant, and on the surviving corporation in the event of a merger or acquisition.

9. Prevailing Wage. Our proposal is based on the understanding that our services, as outlined in this proposal, are subject to the California Prevailing Wage Law. In the event that the Department of Industrial Relations determines that the Prevailing Wage Law applies, Client agrees to pay to Consultant any additional compensation necessary to adjust Consultants employees' wages to conform to the Prevailing Wage Law on this project.

10. Governing Law, Survival and Forum Selection. The contract shall be governed by laws of the State of California. If any of the provisions contained in this agreement are held invalid, the enforceability of the remaining provisions will not be impaired. Limitations of liability, indemnities, representations and warranties by Client will survive termination of this agreement. The signatories represent and warrant that they are authorized by the entities on whose behalf they sign to enter into this contract and that their principals have filed fictitious business name statements, if required. All disputes between Consultant and Client related to this agreement will be submitted to the court of the county where Consultant's principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction.

11. Standard of Care. Consultant will perform its services using that degree of skill and care ordinarily exercised under similar conditions by members of Consultant's profession practicing in the same or similar locality at the time of performance.



Southern Kern Unified School District

2601 Rosamond Blvd.
Rosamond, CA 93560

Agreement / Contract Coversheet

Vendor/Contractor Name	Date Contract Received	Board Date
Cavallo Electrical Contractors Inc	6/11/2025	6/18/2025
Contract Title/Name	Contract Effective Dates	Final Contract to Superintendent's Secretary By: 6/11/2025
RES Low Voltage RFP 2024-04	From 5/12/2025	
	Until Complete	

Description of Agreement

This invoice is for additional work on the RES Low voltage RFP 2024-04. Rooms 2-4 / 5-10 / 11-16 / 7 & 13

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

Fixed/Startup Costs	N/A	Total Cost (NTE) Per Year	\$6,531.82
----------------------------	-----	----------------------------------	------------

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	6/11/2025

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

<input checked="" type="checkbox"/> Ready for Board Agenda	Signature	Date
	Camie Davies	6/11/2025



Cavallo Electrical Contractors Inc

42283 10th St. West # 103
Lancaster, Ca 93534
Office : 661-522-3152

Invoice

Invoice Date	Invoice #
5/12/2025	2897

Bill To

Southern Kern Unified School District
2601 W. Rosamond Blvd
Rosamond CA 93560

Project Name:

Low Voltage RFP 2024-04
Rosamond Elementary School
3082 Glendower St
Rosamond CA 93560

Make Checks Payable to: Cavallo Electrical Contractors Inc.
For Credit Card Payments - please call the office.

PLEASE PAY
THIS AMOUNT

\$6,531.82

Cavallo Electrical Contractors Inc

42283 10th St. West #103
Lancaster, Ca 93534
Phone:661-522-3152

P.O. No.	Terms	Due Date
	Due on receipt	5/12/2025

Description	Qty	Amount
Low Voltage RFP 2024-04 Rosamond Elementary School 3082 Glendower St Rosamond CA 93560 Rooms 2 - 4 - All CAT6A data cables for 18 data drops re-routed,and re-supported with Velcro and dressed. Rooms 5 - 10 - All CAT6A data cables for 28 data drops re-routed,and re-supported with Velcro and dressed. Rooms 11 - 16 - All CAT6A data cables for 29 data drops re-routed,and re-supported with Velcro and dressed. Rooms 7 & 13 - Replace all CAT6A data cables for 8 data drops - All previously installed CAT6A data cables were completely missing Labor and Material	1	6,531.82

*Thank you for your Business .
If you have any questions regarding your invoice please contact:
Marissa at (661) 522-3152 or
Email marissa@cavalloelectric.com*

Total	\$6,531.82
Payments/Credits	\$0.00
Balance Due	\$6,531.82



Southern Kern Unified School District

2601 Rosamond Blvd.
Rosamond, CA 93530

Asset Disposition Form

Site Where Asset Currently Resides Westpark Elementary	Current Date 6/4/2025	Board Date 6/18/2025
Asset Description / Quantity / Identification Read 180 & System 44 Curriculum	Universal Waste Batteries, Mercury Thermometers, Aerosol	Disposal Method Sell / Recycle
	YES / NO	Donate / Dispose
Condition of Asset Good / Repairable / Broken / Obsolete		
Equipment Serial Number	UPC Label	
See attached spreadsheet - Items are no longer used at WES.	N/A	
BUSINESS OFFICE USAGE		
Date Form Reviewed	Valued As Asset / Supply Asset / Supply	Deleted Y / N
Transferred To	Updated By:	
Comments		

Overview

- Completed Disposal Form
- Identified Items as Universal Waste
- Complete List of Items Attached
- Administrator and Business Office Signed Form
- Provided Signed Paperwork to Superintendent Secretary
- Provided Signed Paperwork to Business Office for Inventory Records
- Coordinated Removal with M&O

<input type="checkbox"/> Principal / Administrator	Signature	Date
--	-----------	------

<input checked="" type="checkbox"/> Business Office	Signature Robert Irving	Date 6/4/2025
---	----------------------------	------------------

<input checked="" type="checkbox"/> Ready for Board Agenda	Signature Camie Davies	Date 6/4/2025
--	---------------------------	------------------

System 44

QTY		
160	Decodable Digest books	978-054556501
4	Box 1 Independent Reading Library	978-132009947
4	Box 2 Independent Reading Library	978-1320008954
4	Box 3 Independent Reading Library	978-1328008961
3	Box 4 Independent Reading Library	978-1320009227
4	Box 5 Independent Reading Library	978-1328015167
4	Box 6 Independent Reading Library	978-1320015174
1	Box 7 Independent Reading Library	978-0545364058
24	system 44 independent reading library	
5	boxes System 44 Next generation decodable digest	

Read 180

QTY		
3	AudioBook Collection Box 10,8,7	
1	Stage A Next Gen Read 180 Audiobook Library	
1	Independent Reading Library Box 2	978-1328009203
1	Independent Reading Library Box 3	978-1328009210
1	Independent Reading Library Box 4	978-138009227
1	Independent Reading Library Box 5	978-1328009234
1	Stage A Read 180 Next Generation Paperback Library Box 2	
1	Stage A Read 180 Next Generation Paperback Library Box 6	
3	Read 180 next generation audio library	
45	Read 180 student books	978-1328003362
1	Read 180S tage A paperback library	978-1328009203

Project Lead the Way
9 boxes PTLW launch

CSBA UPDATE CHECKLIST – October 2023

District Name: Southern Kern Unified School District

Contact Name: Barbara Gaines Phone: (661)256-5000 Email: bgaines@skusd.k12.ca.us

POLICY	TITLE	OPTIONS/BLANKS	ADOPT DATE
BP 0410	Nondiscrimination in District Programs and Activities	Fill in Blanks <u>Asst. Sup. SPED & Pupil Personnel</u> <u>2601 Rosamond Blvd.</u> <u>Rosamond, CA 93560</u> <u>(661)256-5000 ext. 1205</u>	
BP 1312.2	Complaints Concerning Instructional Materials		
AR 1312.2	Complaints Concerning Instructional Materials		
E(1) 1312.2	Complaints Concerning Instructional Materials	Fill in Blanks <u>Asst. Sup. C&I</u> <u>2601 Rosamond Blvd.</u> <u>Rosamond, CA 93560</u> <u>(661)256-5000 ext. 1118</u>	
BP 1312.3	Uniform Complaint Procedures		
AR 1312.3	Uniform Complaint Procedures	Fill in Blanks <u>Associate Superintendent</u> <u>2601 Rosamond Blvd.</u> <u>Rosamond, CA 93560</u> <u>(661)256-5000 ext. 1138</u> OPTION 1: <input checked="" type="checkbox"/> Cannot appeal to the Board OPTION 2: <input type="checkbox"/>	
AR 1312.4	Williams Uniform Complaint Procedures		
E(1) 1312.4	Williams Uniform Complaint Procedures		
E(2) 1312.4	Williams Uniform Complaint Procedures	Fill in Blanks <u>Principal of School</u> <u>Course Title/Grade Level</u> <u>Room # - Location of Facility</u>	
BP 5145.3	Nondiscrimination/Harassment		

CSBA UPDATE CHECKLIST – October 2023

District Name: Southern Kern Unified School District

POLICY	TITLE	OPTIONS/BLANKS	ADOPT DATE
BP 6143	Courses of Study		
AR 6143	Courses of Study		
BP 6161.1	Selection and Evaluation of Instructional Materials		
AR 6161.1	Selection and Evaluation of Instructional Materials		
E(1) 6161.1	Selection and Evaluation of Instructional Materials	Fill in Blanks Asst. Sup. of C&I <u>2601 Rosamond Blvd.</u> <u>Rosamond, CA 93560</u> <u>(661)256-5000 ext. 1118</u>	
BP 6161.11	Supplementary Instructional Materials		
BP 6163.1	Library Media Centers	OPTION 1: <input checked="" type="checkbox"/> No Fee OPTION 2: <input type="checkbox"/>	

CSBA POLICY GUIDE SHEET
Instructional Materials Special Packet October 2023

Note: Descriptions below identify revisions made to CSBA's sample board policies, administrative regulations, board bylaws, and/or exhibits. Editorial changes have also been made. Districts and county offices of education should review the sample materials and modify their own policies accordingly.

Board Policy 0410 - Nondiscrimination in District Programs and Activities

Policy updated to reflect **NEW LAW (AB 1078, 2023)** which (1) requires that the district's policy prohibiting discrimination, harassment, intimidation, and bullying include a statement that the policy applies to all acts of the Governing Board and Superintendent in enacting policies and procedures that govern the district, (2) clarifies when it is unlawful discrimination for the Board to refuse to approve the use or prohibit the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or resource in a school library, (3) requires the California Department of Education to develop, by July 1, 2025, guidance and public educational materials to ensure that all Californians can access information about educational laws and policies that safeguard the right to an accurate and inclusive curriculum, and (4) provides that complaints alleging discrimination related to the use or prohibited use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or resource in a school library may be brought under the district's uniform complaint procedures or may be directly filed with the Superintendent of Public Instruction, as specified. Policy also updated to reference **NEW U.S. DEPARTMENT OF EDUCATION OFFICE FOR CIVIL RIGHTS GUIDANCE** documents which provide that (1) a district may not separate students based on race, but may include group discussions or activities that focus on race as part of the curriculum, courses, or programs so long as access or participation is not permitted or limited based on race, (2) a school-sponsored program with emphasis on race, such as a student club, that is open to all students, typically would not violate Title VI solely because of its race-related theme, and (3) a district's responsibility not to discriminate against students applies to any of its programs or activities, whether directly or through contractual or other arrangements. Additionally, policy updated to expand the list of characteristics for which discrimination is prohibited in order to more closely align with law; and, to reflect **NEW LAW (SB 523, 2022)** which includes reproductive health decisionmaking as a characteristic for which employees, job applicants, unpaid interns and volunteers are protected against unlawful discrimination and harassment.

Board Policy 1312.2 - Complaints Concerning Instructional Materials

Policy updated to reflect **NEW LAW (AB 1078, 2023)** which (1) requires the California Department of Education (CDE) to develop, by July 1, 2025, guidance and public educational materials to ensure that all Californians can access information about educational laws and policies that safeguard the right to an accurate and inclusive curriculum, (2) clarifies when it is unlawful discrimination for the Governing Board to refuse to approve the use or prohibit the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or resource in a school library, (3) provides that complaints alleging discrimination related to the use or prohibited use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or resource in a school library may be brought under the district's uniform complaint procedures or may be directly filed with the Superintendent of Public Instruction, as specified, and (4) requires CDE to issue, by July 1, 2025, guidance regarding how to review instructional materials to ensure that they represent diverse perspectives and are culturally relevant. Policy also updated to expand and amend the list of criteria to be considered when instructional or library materials are being challenged; and, to provide that, unless required by law, any challenged material that is reviewed by the district will not be subject to further reconsideration for 12 months.

Administrative Regulation 1312.2 - Complaints Concerning Instructional Materials

Regulation updated to provide that for an instructional materials complaint for a nonprinted material the location of the objection be given; include that acknowledgement of receipt of an instructional materials complaint and notification of a review committee's decision be in writing; and, add that staff, in addition to the Superintendent or designee and teacher(s), be notified by the Principal as appropriate when an instructional materials complaint is received. Regulation also updated to delete material in the section

"Formal Complaint" related to a request by a parent/guardian who has filed a complaint for the student to be excused from using the challenged material while the complaint is pending; and, move the section "Review Committee" to come before the section "Superintendent Determination" so that it follows chronologically. Additionally, regulation updated to amend the section "Review Committee" to provide that (1) the Superintendent or designee may appoint parents/guardians and students, in addition to administrators and staff from relevant instructional and administrative areas, to serve on the committee, (2) include that the Superintendent or designee may provide training to the review committee to ensure the committee is informed regarding its responsibilities, applicable laws, and Board policies and administrative regulations when reviewing instructional materials, and (3) delete the list of criteria to be considered when instructional materials are being challenged, as this list is provided in the accompanying Board policy.

Exhibit(1) 1312.2 - Complaints Concerning Instructional Materials

Exhibit updated to specify that the "Request for Reconsideration of Existing Instructional Materials" form is for use when challenging the content of any existing textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or other resource in a school library. Exhibit also updated to accommodate for digital instructional materials; merge together portions of the form that are content related; and, change from a checklist to an open ended response the portion regarding the complainant's preference for what should be done about a challenged instructional material.

Board Policy 1312.3 - Uniform Complaint Procedures

Policy updated to ensure compliance with the California Department of Education's (CDE) 2023-24 federal program monitoring instrument, and reflect **NEW LAW (AB 1078, 2023)** which (1) clarifies when it is unlawful discrimination for the Governing Board to refuse to approve the use or prohibit the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or resource in a school library, (2) provides that complaints alleging discrimination related to the use or prohibited use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or resource in a school library may be brought under the district's uniform complaint procedures or may be directly filed with the Superintendent of Public Instruction, as specified, and (3) requires CDE to develop, by July 1, 2025, guidance and public educational materials to ensure that all Californians can access information about educational laws and policies that safeguard the right to an accurate and inclusive curriculum. Policy also updated to reflect that the California Department of Fair Employment and Housing is now called the California Civil Rights Department.

Administrative Regulation 1312.3 - Uniform Complaint Procedures

Regulation updated to reference **NEW LAW (AB 1078, 2023)** which (1) clarifies when it is unlawful discrimination for the Governing Board to refuse to approve the use or prohibit the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or resource in a school library, (2) provides that complaints alleging discrimination related to the use or prohibited use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or resource in a school library may be brought under the district's uniform complaint procedures or may be directly filed with the Superintendent of Public Instruction, as specified, and (3) requires the California Department of Education (CDE) to develop, by July 1, 2025, guidance and public educational materials to ensure that all Californians can access information about educational laws and policies that safeguard the right to an accurate and inclusive curriculum. Regulation also updated to ensure compliance with CDE's 2023-24 federal program monitoring instrument

Administrative Regulation 1312.4 - Williams Uniform Complaint Procedures

Regulation updated to reflect **NEW LAW (AB 1078, 2023)** which (1) requires the California Department of Education (CDE) to develop, by July 1, 2025, guidance and public educational materials to ensure that all Californians can access information about educational laws and policies that safeguard the right to an accurate and inclusive curriculum, (2) provides that complaints related to instructional materials alleging that more than one student does not have sufficient textbooks or instructional materials as the result of an act by the Governing Board, or the Board's failure to remedy the deficiency, may be filed with the Superintendent of Public Instruction (SPI) directly, and the SPI may directly intervene without waiting for an investigation, and, (3) requires CDE, upon a finding that a district has not provided sufficient textbooks or instructional

materials, to take all remedial actions required by law, including purchasing textbooks and instructional materials and assessing a financial penalty against the district's local control funding formula. Regulation also updated to reflect **NEW LAW (SB 114, 2023)** which requires that the Williams uniform complaint procedure be used to address a complaint related to teacher misassignment that claims that a teacher who lacks credentials or training to teach English learners is assigned to teach a class with one or more English learners in the class, (formerly with more than 20 percent English learners in the class), and **NEW LAW (SB 760, 2023)** which authorizes districts to temporarily close a restroom for a documented student safety concern, an immediate threat to student safety, or to repair the facility.

Exhibit(1) 1312.4 - Williams Uniform Complaint Procedures

Exhibit updated to reference **NEW LAW (SB 760, 2023)** which authorizes districts to temporarily close a restroom for a documented student safety concern, an immediate threat to student safety, or to repair the facility, and **NEW LAW (SB 114, 2023)** which requires that the Williams uniform complaint procedure be used to address a complaint related to teacher misassignment that claims that a teacher who lacks credentials or training to teach English learners is assigned to teach a class with one or more English learners in the class, (formerly with more than 20 percent English learners in the class).

Exhibit(2) 1312.4 - Williams Uniform Complaint Procedures

Exhibit updated to reflect **NEW LAW (SB 114, 2023)** which requires that the Williams uniform complaint procedure be used to address a complaint related to teacher misassignment that claims that a teacher who lacks credentials or training to teach English learners is assigned to teach a class with one or more English learners in the class, (formerly with more than 20 percent English learners in the class), and **NEW LAW (SB 760, 2023)** which authorizes districts to temporarily close a restroom for a documented student safety concern, an immediate threat to student safety, or to repair the facility. Exhibit also updated to reflect **NEW LAW (AB 1078, 2023)** which provides that complaints related to instructional materials alleging that more than one student does not have sufficient textbooks or instructional materials as the result of an act by the Governing Board, or the Board's failure to remedy the deficiency, may be filed with the Superintendent of Public Instruction directly.

Board Policy 5145.3 - Nondiscrimination/Harassment

Policy updated to reflect **NEW LAW (AB 1078, 2023)** which (1) requires that the district's policy prohibiting discrimination, harassment, intimidation, and bullying include a statement that the policy applies to all acts of the Governing Board and the Superintendent in enacting policies and procedures that govern the district, and (2) clarifies when it is unlawful discrimination for the Board to refuse to approve the use or prohibit the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or resource in a school library. Policy also updated to provide that all allegations of unlawful discrimination in district programs and activities shall be brought, investigated, and resolved in accordance with the district's uniform complaint procedures. Additionally, policy updated to reflect **NEW U.S. DEPARTMENT OF EDUCATION OFFICE FOR CIVIL RIGHTS GUIDANCE** documents which (1) state that a district may not separate students based on race, but may include group discussions or activities that focus on race as part of the curriculum, courses, or programs so long as access or participation is not permitted or limited based on race, (2) provide that a school-sponsored program with emphasis on race, such as a student club, that is open to all students, typically would not violate Title VI solely because of its race-related theme, and (3) address discrimination in the use of discipline based on disability, race, and gender expression.

Board Policy 6143 - Courses of Study

Policy updated to expand the list of characteristics for which the district may not, on the basis of the student's actual or perceived characteristic, provide any course separately or require or refuse participation by any student, to more closely align with law.

Administrative Regulation 6143 - Courses of Study

Regulation updated to reflect **NEW LAW (AB 1078, 2023)** which (1) includes people of all genders (formerly "men and women"), Latino Americans (formerly "Mexican Americans"), LGBTQ+ Americans (formerly "lesbian, gay, bisexual, and transgender Americans"), and members of other ethnic, cultural, religious, and socioeconomic status groups (formerly "ethnic and cultural") to the groups for which

instruction in social studies is required to include a study of the role and contributions of. Regulation also updated to reflect the requirement for districts that offer a health education course to middle or high school students to include in such course mental health instruction.

Board Policy 6161.1 - Selection and Evaluation of Instructional Materials

Policy updated to reflect **NEW LAW (AB 1078, 2023)** which (1) requires the California Department of Education (CDE) to issue, by July 1, 2025, guidance regarding how to review instructional materials to ensure that they represent diverse perspectives and are culturally relevant, (2) requires CDE to develop, by July 1, 2025, guidance and public educational materials to ensure that all Californians can access information about educational laws and policies that safeguard the right to an accurate and inclusive curriculum, (3) requires the Governing Board to submit a copy of any resolution reflecting a finding of insufficient textbooks or other instructional materials to the County Superintendent of Schools no later than three business days after the hearing on such materials, (4) clarifies when it is unlawful discrimination for the Board to refuse to approve the use or prohibit the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or resource in a school library, and (5) provides that complaints alleging discrimination related to the use or prohibited use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or resource in a school library may be brought under the district's uniform complaint procedures or may be directly filed with the Superintendent of Public Instruction, as specified. Policy also updated to expand the list in the first philosophical statement regarding the Governing Board's desires for the district's instructional materials; clarify that instructional materials for mathematics and English language arts that are aligned to common core academic content standards are deemed to be aligned to state academic content standards adopted by the State Board of Education, move up the statement regarding the inclusion of the degree to which every student has sufficient access to standards-aligned instructional materials into the district's local control and accountability plan, and provide that the district shall take any action to ensure that each student has sufficient materials within two months of the beginning of the school year if the County Superintendent makes the district aware of a school that does not have sufficient instructional materials.

Administrative Regulation 6161.1 - Selection and Evaluation of Instructional Materials

Regulation updated to add that instructional materials being piloted by the district assess the extent to which the materials accurately reflect and value society's diversity. Regulation also updated to reflect **NEW LAW (AB 1078, 2023)** which includes people of all genders (formerly "men and women"), Latino Americans (formerly "Mexican Americans"), LGBTQ+ Americans (formerly "lesbian, gay, bisexual, and transgender Americans"), and members of other ethnic, cultural, religious, and socioeconomic status groups (formerly "ethnic and cultural") to the groups for which instruction in social studies is required to include a study of the role and contributions of, and (2) requires the California Department of Education to issue, by July 1, 2025, guidance regarding how to review instructional materials to ensure that they represent diverse perspectives and are culturally relevant. Additionally, regulation updated to include, for instructional materials being recommended for adoption by the Governing Board, that they include specified subject content requirements, support the district's local control and accountability plan, stimulate exploration of ideas and intellectual exchanges, and include options for materials in digital format.

Exhibit(1) 6161.1 - Selection and Evaluation of Instructional Materials

Exhibit updated to clarify that districts who have determined that sufficient materials were not provided to students at a district school(s) in a certain subject(s), should complete the section "Finding of Insufficient Textbooks or Instructional Materials in One or More Subjects" in addition to the section "Finding of Sufficient Textbooks or Instructional Materials." Exhibit also updated to separate out section regarding "Finding of Available Science Laboratory Equipment for Grades 9-12," and to clarify the definition of "sufficient textbooks or instructional materials" in regard to materials in digital format. Additionally, Exhibit updated to reflect **NEW LAW (AB 1078, 2023)** which requires the Governing Board to submit a copy of any resolution reflecting a finding of insufficient textbooks or other instructional materials to the County Superintendent of Schools no later than three business days after the hearing on such materials.

Board Policy 6161.11 - Supplementary Instructional Materials

Policy updated to reflect **NEW LAW (AB 1078, 2023)** which clarifies when it is unlawful discrimination for the Governing Board to refuse to approve the use or prohibit the use of any textbook, instructional material,

supplemental instructional material, or other curriculum for classroom instruction, or any book or resource in a school library, (2) requires the California Department of Education (CDE) to issue, by July 1, 2025, guidance regarding how to review instructional materials to ensure that they represent diverse perspectives and are culturally relevant, (3) requires CDE to develop, by July 1, 2025, guidance and public educational materials to ensure that all Californians can access information about educational laws and policies that safeguard the right to an accurate and inclusive curriculum, and (4) provides that complaints alleging discrimination related to the use or prohibited use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or resource in a school library may be brought under the district's uniform complaint procedures or may be directly filed with the Superintendent of Public Instruction, as specified. Policy also updated to delete the section "Supplementary Materials Aligned with Common Core Standards" as these interim materials are no longer necessary since the State Board of Education has adopted K-8 textbooks and instructional materials aligned to the Common Core Standards. Additionally, policy updated to include factual accuracy and whether the material contains pervasive vulgarity or profanity in the determination of compliance of supplemental materials with district criteria; and, add that the Superintendent or designee may provide training to administrators and teachers in the selection and evaluation of supplementary instructional materials, including the criteria to be utilized and applicable legal considerations.

Board Policy 6163.1 - Library Media Centers

Policy updated to expand the first philosophical paragraph regarding the Governing Board's recognition of how school libraries support the educational program and the Board's desire for books and other resources that are stocked in school libraries. Policy also updated to reflect **NEW LAW (AB 1078, 2023)** which clarifies when it is unlawful discrimination for the Board to refuse to approve the use or prohibit the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or resource in a school library, (2) requires the California Department of Education (CDE) to issue, by July 1, 2025, guidance regarding how to review instructional materials to ensure that they represent diverse perspectives and are culturally relevant, (3) requires CDE to develop, by July 1, 2025, guidance and public educational materials to ensure that all Californians can access information about educational laws and policies that safeguard the right to an accurate and inclusive curriculum, and (4) provides that complaints alleging discrimination related to the use or prohibited use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or resource in a school library may be brought under the district's uniform complaint procedures or may be directly filed with the Superintendent of Public Instruction, as specified. Additionally, policy updated in regard to the criteria for evaluation of the condition and use of school libraries to add (1) that the quality of the collection at each library include types of materials (fiction, non-fiction, newspapers, magazines, encyclopedias, materials in other languages, and reference materials), alignment with curriculum, and provision of a broad spectrum of knowledge and viewpoints, and (2) that principals, teachers, and library personnel have knowledge of the process to follow when a library material(s) is challenged.

Southern Kern Unified School District

Application for Citizens' Oversight Committee Membership

The Board of Trustees of the Southern Kern Unified School District is seeking qualified, interested individuals to serve on a committee of community leaders which will serve as the Citizens' Oversight Committee. This committee will provide oversight and accountability to ensure that Measure H (2024 Bond Measure) funds are used as they were intended.

Duties of the Committee Members include:

- Ensure Bond funds are spent only on projects listed in the Bond Project Lists and that no funds are used for salaries or general operating expenses.
- Monitor progress of Bond projects.
- Receive and review copies of the annual performance and financial audits of Bond projects as required by California State law.
- Provide information to the public on the progress of Bond projects and expenditures of Bond funds.
- Present to the Board in public session, annual written report outlining their activities and conclusions regarding the expenditure of bond process of the measures.

Appointment of Committee Members

All appointments will be made by the Board from applications submitted to the District. The Committee shall consist of at least seven members appointed by the Board. State Law also sets forth the types of community members we need on the Oversight Committee. Specifically, we are required to have:

- One active member of a business organization representing the business community located in the district.
- One member is active in a senior citizens' organization.
- One member is active in a taxpayer's association.
- One member shall be a parent or guardian of a pupil currently enrolled in the district.
- One member shall be both a parent or guardian of a pupil currently enrolled in the district and active in a parent-teacher association/club or school site council.
- Two members of the community at-large.

Additional members may represent any of these groups.

Time Commitment and Term

Members shall serve up to three (3) terms of two (2) years each. The committee meets quarterly at various locations.

Would You Be Interested in Serving?

Please complete the attached application. Completed applications should be submitted to the Superintendent's Office located at 2601 Rosamond Blvd., Rosamond, CA 93560 or emailed to almacordova@skusd.k12.ca.us. If you have any questions, please call Southern Kern Unified School District at 661-256-5000 x1125.

SOUTHERN KERN UNIFIED SCHOOL DISTRICT

APPLICATION FOR CITIZENS' OVERSIGHT COMMITTEE MEMBERSHIP *(Please print or type)*

Name:

Address:

Home Phone:

Work Phone:

Fax #:

E-Mail:

Why do you want to serve on the Measure H Citizens' Oversight Committee?

Do you have any special area of expertise or experience that you think would be helpful to the committee?

If you have served on other school district, city or community committees please list and briefly describe your role and responsibilities:

I would be able to represent the following constituencies in the district: (check all that apply)

- Business Representative-** Active in a business organization representing local business.
Organization: _____
- Senior Citizen Group Representative-**Active member in a senior citizens' organization.
- Taxpayer Organization Member-** Active in a bona fide taxpayers' association.
Organization: _____
- Parent or Guardian of Child Enrolled in District.**
Child Name and School: _____
Child Name and School: _____
Organization: _____
- Parent or Guardian of Child Enrolled in District & Active in a Parent-Teacher Organization.**
Child's Name and School: _____
Child's Name and School: _____
Organization: _____
- At-Large Community Member-**Resident of the Southern Kern Unified School District.

	Yes	No
1.Are you an employee of the district?		
2.Are you a vendor, contractor or consultant to the school district?		
3.Do you have conflicts that would preclude your attending quaterly meetings?		
4.Do you know of any reason, such as a potential conflict of interest, which would adversely affect your ability to serve on the Citizens' Oversight Committee?		

(Employees, vendors, contactors, and consultants of the Southern Kern School District are prohibited by law from being members of the Citizens' Oversight Committee. Employment which could result in becoming a contractor or subcontractor to the district would also be a potential conflict.)

All answers and statements in this document are true and complete to the best of my knowledge.

Signature _____ Date _____

Expanded Learning Opportunities Program Plan Guide

Prepared by:
Expanded Learning Division
California Department of Education
1430 N Street, Suite 3400
Sacramento, CA 95814-5901
916-319-0923



This Program Plan Template Guide is required by California *Education Code (EC)* Section 46120(b)(2).

Note: This cover page is an example, programs are free to use their own seals and the name of their program.

Local Educational Agencies and Expanded Learning Opportunities Program Plan Sites

Local Educational Agency (LEA) Name: Southern Kern Unified School District
Contact Name: Larry Mendez
Contact Email: lmendez@skusd.k12.ca.us
Contact Title: Assistant Superintendent of Educational Services
Contact Phone: 661-256-5000

Instructions: Please list the school sites that your LEA selected to operate the Expanded Learning Opportunities Program (ELO-P). Add additional rows as needed.

1. Rosamond Elementary School
2. Westpark Elementary School
3. Tropic Middle School
- 4.
- 5.
- 6.
- 7.
- 8.

Governing Board Approval Date: 06/18/25 (pending board approval)
Review/Revision Date: 06/18/25
Review/Revision Date:

Purpose

This template will aid LEAs in the development of a program plan as required by *EC* Section 46120(b)(2). In this program plan, LEAs will describe program activities that support the whole child and students' Social and Emotional Learning (SEL) and development.

Definitions

“Expanded learning”:

Expanded Learning refers to before school, after school, summer, or intersession learning programs that focus on developing the academic, social, emotional, and physical needs and interests of pupils through hands-on, engaging learning experiences. It is the intent of the Legislature that expanded learning programs are pupil-centered, results driven, include community partners, and complement, but do not replicate, learning activities in the regular school day and school year. (See [EC Section 8482.1(a).])

“Expanded Learning Opportunities”:

Expanded Learning Opportunities has the same meaning as “expanded learning” as defined in EC Section 8482.1. “Expanded learning opportunities” does mean an extension of instructional time, but rather, opportunities to engage pupils in enrichment, play, nutrition, and other developmentally appropriate activities. (See [EC Section 46120(g)(1)].)

Expanded Learning is currently funded through After School Education and Safety (ASES), 21st Century Community Learning Center (CCLC), and ELO-P.

Educational Element:

An educational enrichment element may include, but need not be limited to, fine arts, career technical education, recreation, physical fitness, and prevention activities. Activities may also include hiring literacy coaches, high-dosage tutors, school counselors, and instructional day teachers and aides to assist pupils as part of the local educational agency's program enrichment activities. (See [EC Section 46120(d)(3)])

Enrichment Element:

These opportunities may include arts, career technical education, recreation, technology, and more. The United States government has provided examples of tools and resources that can support positive youth development. Those tools and resources can be found at <https://youth.gov/youth-topics/positive-youth-development>.

Off-Site Locations:

Off-Site or Non-LEA Sites include a physical location other than a school campus or other facility associated and operated by the LEA.

Plan Instructions

Development/Review of the Plan

Collaborating with Partners

LEAs are encouraged to work collaboratively with partners and staff to develop and review the program plan. The LEA is responsible for the plan and the oversight of any community partners or subcontractors. The LEA should include partners in the development and review of the plan.

Quality Programs

The Expanded Learning Division adopted the Quality Standards for Expanded Learning in California and introduced requirements for Continuous Quality Improvement (CQI) to help programs reflect on **program goals, program content, and outcome measures**. Additionally, to be intentional about program management practices and activities delivered to students, LEAs should download and reference the Quality Standards to provide ongoing improvements to the program. You can find information about the Quality Standards on the California Department of Education Quality Standards and CQI web page at <https://www.cde.ca.gov/ls/ex/qualstandcqi.asp>

Completing the Program Plan

To create the program plan, provide a narrative description in response to all of the prompts listed under each Quality Standard (Program Goal) and General Question below. The LEA may customize and include additional prompts, such as describing SEL activities or refining the plan.

In addition to the narrative response, include tables, charts, or other visual representations that contribute to the understanding of the ELO-P. As needed, include attachments as addenda to further illustrate and respond to the prompts.

Due Date, Approval, and Posting of the Plan

Program Plan Due Dates

All LEAs currently operating an ELO-P should have a Program Plan in place. See below for requirements for revising. It is the CDE's guidance that LEAs who receive ELO-P Funding for the first time must adopt a program plan within six months of the first apportionment of funding. The CDE may issue guidance on the development of a program plan (See [EC Section 46120(b)(C)(2)]).

Approving and Posting Program Plans

It is the CDE's guidance that this Program Plan needs to be approved by the LEA's Governing Board in a public meeting and publicly posted on the LEA's website within 30 days of approval.

Revisions/Changes

Reviewing and Revising Program Plans

The LEA is responsible for creating, reviewing, and updating the program plan every three years in accordance with EC Section 8482.3(g)(1). The program plan template guide is considered a living document that is periodically reviewed and adjusted to reflect the needs of the community, updates to the law, and to provide continuous improvement in the development of an effective ELO-P.

It is recommended that the plan be reviewed annually. If there are substantive changes to any aspect of this plan it should be updated sooner than the three year timeline.

1—Safe and Supportive Environment

Physical Safety

Describe how the program will provide opportunities for students to experience a safe and supportive environment. Include if the program will be offered on the school site or off campus. If not onsite, describe where in the community it will be and how students will be supported to get there. Additionally, describe the elements such as staff training, incident reporting, and maintenance of health records.

The ELOP Program will be offered onsite at participating SKUSD School Sites. ELOP consists of both certificated and classified staff members working with students. We will have an Administrator or Administrator Designee supporting ELOP at each school site. We will also have campus safety officers (CSO) to support with student supervision during breakfast, lunch, dinner, and recess/nutrition. SKUSD staff are trained at the beginning of the school year via Keenan Safe Schools platform and in person training. Incident reporting follows the standard reporting process as is implemented during the regular school day. Incident forms are used to report incidents to the Administrator or Administrator Designee. The Administrator or Administrator Designee reviews incident forms and investigates and/or reports to the appropriate department for follow up.

Emotionally Safe & Supportive

Describe how the program provides an emotionally safe and supportive environment for students. This may include how the program incorporates social emotional learning.

The program will incorporate social-emotional learning (S.E.L.) opportunities such as components from the Character Strong program or other similar program. The topics are aligned to the Collaborative for Academic, Social, and Emotional Learning (CASEL) framework that promotes self-awareness, self-management, social awareness, relationship skills, and responsible decision-making. Positive Behavior Interventions and Supports (PBIS) will also be incorporated in the ELOP program.

2—Active and Engaged Learning

Explain how the program will provide opportunities for students to experience active and engaged learning that either supports or supplements, but does not duplicate, the instructional day.

ELOP will incorporate instructional delivery opportunities which may include direct instruction, indirect instruction, interactive instruction, and/or research based instruction. Afterschool and resiliency research (Anderson-Butcher et al., 2003; Vandell et al., 2005; Beyond the Bell, 2007) highlights the positive impacts of afterschool programs on student success and resiliency including the importance of caring relationships and meaningful participation (Durlak & Weissberg, et al., 2011). We have families that are faced with challenges such as homelessness and socio-economically disadvantaged (SED) which are linked to the base of the triangle on "Maslow's Hierarchy of Needs". Levels of education and literacy also impacts the ability to access services at schools and in the community. Afterschool programs provide a less formal opportunity for parents to learn about resources available to them and their families (Lee & Hawkins, 2008). Students will be provided with intervention and enrichment opportunities while participating in the program. ELOP will reinforce concepts and standards. ELOP will also have opportunities for extension of learning.

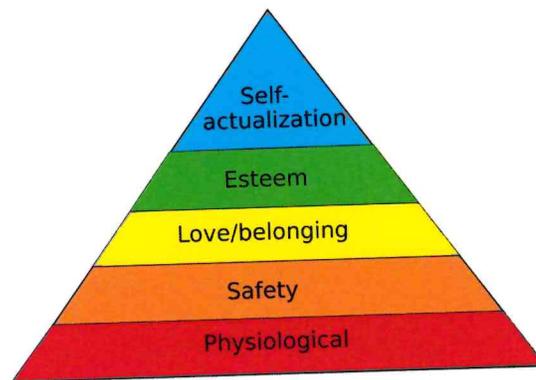


Figure 1: Maslow's Hierarchy of Needs

3—Skill Building

Detail how the program will provide opportunities for students to experience skill building.

ELOP promotes Reading and homework support in various subjects. Instructors work with students to reinforce concepts and standards. Students' academic progress, reading levels, assessment data, and other items are reviewed throughout the school year. Instructors communicate with parents throughout the year to share updates, feedback, and recommendations. Students in ELOP have access to technology for skill building purposes (e.g. IXL Math, iReady). The ELOP program is offered Monday through Friday, from the time school is dismissed until 6:00 pm. ELOP has also been offered on Saturdays, Intersession and Summer School.

4—Youth Voice and Leadership

Describe how the program will provide opportunities for students to engage in youth voice and leadership. Consider and describe what opportunities youth have to lead activities or provide mentorship within the program. Address how youth are included in program quality assessment and improvement.

ELOP students participate in project based learning that goes along with their interests. ELOP programs strive to align with the goals and needs of the sites' regular day programs. The Southern Kern Unified School District assesses the needs of the students, parents, schools, and community through multiple sources including analysis of state assessment data (E.L.P.A.C., C.A.A.S.P.P., Physical Fitness Testing, California Healthy Kids Surveys), local benchmark assessment data, and student and parent surveys. These annual surveys specifically ask parents, students, and collaborative agencies for their feedback regarding safety, academic quality, enrichment, and extracurricular activities. Data reports are used by district and site staff to disaggregate State, District, and site assessment data to ensure that after school programs are providing appropriate instruction to meet the academic needs of students in all subgroups. Frequent input, including relevant data analysis, and outcome-based decision making related to program administration are ongoing with a collaboration of stakeholders who include district administrators, site principals, district and site ELOP staff, teachers, parents, students, and community partners. The ELOP Plan is reviewed quarterly in the process of continuous improvement and program development. ELOP programs serve as both an academic safety net and a social springboard. Site coordinators work in collaboration with both district and site administration to manage ELOP programs in accordance with guidelines, District, and site specifications. After school, program instructors recognize the right of every child to feel happy, safe, and fulfilled within the program. ELOP programs strive to meet the academic and emotional needs of all students including English learners, academically at-risk students, socio-economically disadvantaged students, and students with disabilities, through structured, creative approaches that engage all students in the learning process.

5—Healthy Choices and Behaviors

Explain how the program will provide opportunities for students to engage in healthy choices and behaviors. Include the plan to provide nutritious meals and snacks and how opportunities for physical activity will be provided.

The district Child Nutrition/Food Services Department provides healthy snacks and meals to students aligned to our school wellness plan. The meals are nutritionally balanced and offered to students participating in the ELOP programs. ELOP also provides opportunities for students to exercise during the physical activity portion of the program. The ELOP program is aligned with the S.K.U.S.D. Wellness Plan and includes: 1) provide healthy choices for snacks and celebrations; 2) limit sugary drinks; provide water; 3) prohibit food as a reward; 4) provide opportunities; 5) limit

recreational screen time; 6) participate in local, state, and national initiatives that support healthy eating and active living; 7) engage community partners to support healthy eating; 8) educate families in adopting and maintaining a healthy lifestyle; 9) implement a staff wellness program that includes healthy eating and active living; and 10) collaborate with S.K.U.S.D. Food Services Department to offer healthy food and beverage options. S.K.U.S.D. staff wellness programs will include ELOP staff; any school-wide health and/or nutrition initiatives in which the district participates will be fully integrated into the afterschool culture. Students will have opportunities to learn about nutrition and fitness. Students and staff will be able to participate in fitness challenges, where the goal is improvement in their own exercise and eating habits.

ELOP enrichment activities are aligned with our Wellness Plan. Guidelines for healthy practices include tobacco, alcohol, and drug use prevention education; ELOP will provide prevention information to students and families through flyers and other awareness programs, and will participate in Red Ribbon Week and anti-smoking week activities. S.K.U.S.D.'s Health and Wellness policy recommends the incorporation of fresh produce items to be served at least once per week. Nutrition standards are ensured by following the allowable content (calories, fat and sugars) and including two full servings of milk, grain or bread product, meat or meat alternative, or fruit, vegetable or 100% juice. Daily snacks will be reimbursed through the Federal Reimbursable Snack Program. Physical fitness and recreation activities are aligned with the district wellness policy and the California After School Physical Activity Guidelines and support the school-day physical education program. This element of the program provides at least 30 minutes of vigorous physical activity and is adapted/modified for students with disabilities or other special needs.

The district currently partners with a Food Services Company Associate along with our Child Nutrition Manager in planning high quality nutritional meal offerings for our students in the ELOP programs while adhering to the agreed budget. Snacks and dinner are sent daily and served to each student in attendance in the ELOP programs. Items and portions are monitored and evaluated quarterly to ensure compliance with state and federal standards. Team sport activities, Physical Education (P.E.) activities, and other physical activities are offered for students to exercise. Additionally, students have access to equipment when participating in our ELOP programs. ELOP staff creates a social environment (including positive relationships among staff, youth, families and community) that encourages children to enjoy healthy foods.

All meals and snacks have to have a combination of the following components to meet the meal pattern for Child and Adult Care Food Program:

- Grain (e.g. whole grain)
- Fruit
- Vegetable
- Milk
- Meat/Meat Alternative

Five Examples of meals and snacks served in the ELOP programs:

- Snack

- Pretzel Goldfish

- Yogurt

- Milk

- Dinner

- Chicken Corndog

- Potatoes / French Fries

- Celery

- Milk

- Snack

- Whole Grain Muffin

- Milk

- Dinner

- Chicken Nuggets

- Broccoli

- Milk

- Snack

- Scooby Doo Snacks

- String Cheese

- Milk

- Dinner

- Chicken Caesar Wrap

- Celery

- Milk

- Snack

- Cheezits

o Fresh fruit

o Milk

● Dinner

o Pepperoni Pizza

Canned Corn / Apple

o Milk

● Snack

o Pretzels

o Fruit juice

● Dinner

o Chicken and Cheese Quesadilla

o Carrots

o Milk

6—Diversity, Access, and Equity

Describe how the program is designed to address cultural and linguistic diversity and provide opportunities for all students to experience diversity, access, and equity. Include how the ELO-P will provide access for students with disabilities.

The schools and ELOP programs promote diversity, access, and equity. Students learn about individuals from diverse cultural backgrounds throughout the year (e.g. Cesar Chavez during Hispanic Heritage month, Martin Luther King, Jr., during African-American History month, etc.). We are also currently working on obtaining additional culturally relevant books for additional reading from diverse perspectives/experiences. SKUSD believes in promoting a campus climate that values, accepts and learns from our rich diversity and fosters mutual respect. Valuing diversity means accepting and respecting differences. Diversity between cultures must be recognized, but also the diversity within them. Appreciating intra-cultural differences is a fundamental step towards understanding the complexities of diversity that face our schools and communities. Consistent exposure to positive role models is a way to emphasize respect and admiration for every participant's own diverse culture.

SKUSD is committed to recruiting high quality personnel reflective of the community. The ELOP programs integrate 21st Century themes such as global awareness and learning and working collaboratively with different cultures, religions, and lifestyles in

all core subjects. In addition to adapting activities and lessons toward multicultural appreciation, SKUSD deems it critical that all staff provide students with a culturally responsive staff and learning environment. Providing opportunities for students to investigate unique facets of their community is one effective way to help students gain a greater appreciation for their own culture. Students will interview family members about cultural practices and traditions or write about important learning experiences that the student has experienced in his/her home community. By accepting this cultural practice, our schools can maximize our relationships with the students and their families.

7—Quality Staff

Staff Engagement

Detail how the program will provide opportunities for students to engage with quality staff.

The program will have both certificated and classified staff participating in the program. Teachers and paraeducators/instructional-aides will be supporting students with intervention and enrichment opportunities.

Minimum Staff Qualifications

What are the minimum qualifications of an instructional aide pursuant to the policies of the LEA? Describe the process for health and safety screening for staff. Describe how your program will maintain minimum staffing ratios. (See [EC Section 46120(b)(2)(D)]).

The minimum qualifications of an instructional aide of SKUSD includes High School Diploma or GED required. Must be ESSA compliant (must possess one of the following: AA Degree or higher OR 48 college semester units OR pass District NCLB Paraeducator Test).

Staff Development

Describe your staff training and development plan. Include the tools and resources offered to staff to provide them with the competencies needed to engage and enrich students. LEAs operating ASES, 21st CCLC, and/or the ELO Program, may close program to offer up to 3 days of staff development. This activity is allowable during the instructional days or the nonschooldays. (See [EC Section 46120(b)(8)]).

Staffing and training development plan include recruitment of staff for ELOP. Professional development on resources and materials that will be used in ELOP is also embedded. Professional development on metacognition such as “Thinking Maps” have been offered to staff which can be utilized when working with students in regards to intervention/enrichment.

8—Clear Vision, Mission, and Purpose

Explain the program's clear vision, mission, and purpose.

The vision, mission and purpose of ELOP is in alignment with our SKUSD vision, mission and purpose in supporting all students and attending to the "whole child" to maximize their potential and reach their goals. ELOP enrollment is open to all students, but prioritizes foster/homeless youth, English language learners, students with disabilities, and other student populations that could benefit from targeted academic support.

9—Collaborative Partnerships

Students and Families

Describe how students and families were involved in the creation of the program plan and how they are engaged throughout the year.

Students and families were involved in the creation of the program plan through meetings such as School Site Council (SSC), District Advisory Council (DAC), English Learner Advisory Committee (ELAC) and the District English Learner Advisory Committee (DELAC).

Community Based Organizations and other Non-LEA Partners

Describe how the LEA engaged Community Based Organizations and other non-LEA partners to design the program plan and how they will be included in the administration/implementation of the program. Include how ELO-P will be coordinated with other initiatives such as Community Schools, Multi-Tiered Systems of Support.

We have partnered with the Kern County Superintendent of Schools (KCSOS) and their Science, Technology, Engineering, and Mathematics (STEM) yard. KCSOS have supported us with STEM Kits in which students learn about specific STEM themes such as electricity, water and involve multi-disciplinary projects. We will continue to outreach to community based organizations for ongoing partnerships.

10—Continuous Quality Improvement

Describe the collection and use of student social, behavioral, or skill development data to support CQI, to engage in reflection and be intentional about program management practices and activities delivered to students. Data outcomes may relate to specific social-emotional competencies, including, but not necessarily limited to, social skills, self-control, academic mindset, perseverance, conflict resolution, and school connectedness. More information on CQI can be found on the CDE Quality Standards and CQI web page, as previously provided.

Data is reviewed with school sites to identify areas of strength and proposed areas of growth in regards to the ELOP program. We obtain feedback via the use of the CQI rubric, surveys, and feedback. Data is both qualitative and quantitative. We then review the data, analyze the data, and plan next steps.

11—Program Management

Policies and Procedures

Include as an addendum (or hyperlink) any approved program policies, procedures, or manuals. This should include documentation and record-keeping practices, including enrollment/registration, attendance tracking, etc.

We utilize ELOP registration forms and keep track of daily attendance as verified by the Teacher/Instructor. Hyperlink to our registration form has been shared:

https://drive.google.com/file/d/1eQA36WFo7kodaRp_tTJJZySz_6dE784g/view?usp=drive_link

Budget

Provide your budget for the program, including cost-share items. The LEA is required to ensure all costs charged to the program are reasonable, necessary, and allowable in accordance with applicable statutes, regulations, and program plans for the Expanded Learning Opportunities Program³. How does this budget reflect the needs of students and families within the community?

1000-1999 Certificated Salary:	1,368,255
2000-2999 Classified Salary:	571,804
3000-3999 Benefits:	304,595
4000-4999 Supplies:	759,000
5000:5999:Services & Operations:	1,141,000
7000-7999: Indirect Costs:	187,323

The above budget reflects the ELO-P and ASES planned expenditures for 2025-26. The salaries and benefits are for ASES staff as well as extra duty stipends and hourly pay for expanding offerings to students during non-school hours and non-regular school days.

Provide a detailed description of how the LEA will ensure the proper implementation of the above requirements.

Expenditures for object codes 4000-5999 shall be vetted for their appropriateness to ensure that the costs are reasonable, necessary, and allowable. The indirect costs shall be at or less than the LEA-approved rate.

¹ (California Public Contract Code (CPC) 20110- 20118; CSAM including but not limited to 101, 405, 410; California Code of Regulations (CCR) Title IV 70; GC 1090; EC 14500-14509; EC 41010-41024)

² (California School Accounting Manual (CSAM) Procedure 905; Education Code (EC) 14500-14509; EC 41010-41024; California Government Code (GC) 13401-13407)

³ (EC 46120[b][8]; 46120 [d][3]; 46120 [d][8][A-B])

General Questions

Existing After School Education and Safety (ASES) and 21st Community Learning Centers (21st CCLC) Elementary and Middle School grantees

ASES, 21st CCLC Elementary/Middle School, and the ELO-P should be considered a single, comprehensive program. In coordinating all these funding streams to move towards a single program, the expectation is that the most stringent programmatic requirements will be adopted for program guidance.

Do you have an ASES Grant? Yes No

Do you have a 21st CCLC Grant? Yes No

If one or both grants are held, describe how these funding sources will be leveraged with the ELO-P funding to create one comprehensive and universal Expanded Learning Program.

Yes, we do have an ASES Grant.

Transitional Kindergarten and Kindergarten

Programs serving transitional kindergarten or kindergarten pupils shall maintain a pupil-to-staff member ratio of no more than 10 to 1. (See [EC Section 46120(b)(2)(D)]). Please address the proposed schedule and plan for recruiting and preparing staff to work in the program, including supporting them to understand how to work with younger children. How will the lower pupil-to-staff ratio be maintained? How will the curriculum and program be developmentally informed to address this younger age group?

We have recruited staff that has experience working with TK and K students. The ratio is maintained at 10:1. We provide additional staff as needed to support (e.g. paraeducators) to maintain the ration of students to staff.

Offer and Provide Access

Describe how your LEA will offer ELO-P to their pupils and families using culturally and linguistically effective/appropriate communication channels. Describe how your LEA will provide access to the ELO-P by describing the enrollment process. Include the distribution of the form, signature process, and how the forms are stored. Will transportation be provided?

We use Aeries Communications - Parent Square to communicate with parents that translates communications to the parents preferred language. Forms are distributed via Parent Square and hard copies are also available at the school sites.

Field Trips

Field trips for entertainment purposes are not allowable. However, field trips can be a valuable educational and enrichment experience for youth. Field trips should be

connected to the academic or enrichment program and provide an educational experience from which students can grow academically or culturally.

ELO-P funding can only be used for educational field trips that are coordinated and provided by the ELO-P. The educational field trips should be directly connected to the academic or enrichment components of the ELO-P. ELO-P funding cannot be used for field trips provided or coordinated by the core instructional day. ELO-P Field trips must follow ELO-P program requirements, such as maintaining ratios and ensuring staff meet the minimum requirements for an instructional aide based on district policies. The LEA should also follow local policies and procedures related to field trips.

Describe the purpose of the field trip and learning outcomes intended. Include the specific knowledge and skills students will develop. Include the field trip location and its educational significance. Include the anticipated dates(s), duration of the trip, grade level(s) participating, and transportation arrangements.

SKUSD may consider educational field trips to complement and enhance learning opportunities and experiences of our students. Educational field trips may include Science Centers (e.g. California Science Center, Los Angeles, CA), Aquarium (e.g. Aquarium of the Pacific, Long Beach, CA) or other locations that promote activities aligned to California State Standards. Anticipated dates may include a field trip in the Fall and field trip in the Spring. Grade levels that would be participating include TK - 6th grade.

Program Fees

Every student attending a school operating a program is eligible to participate in the program. Programs may charge family fees. Programs that charge family fees shall waive the cost of these fees for students who are eligible for free or reduced-price meals, for a child that is a homeless youth, as defined by the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11434a), or for a child who the program knows is in foster care. A program that charges family fees shall schedule fees on a sliding scale that considers family income and ability to pay.

If applicable, describe your fee structure, including the process for waiving fees as outlined above and your sliding scale. If no fees will be collected please write that in the space provided.

SKUSD does not charge family fees for students to register or participate in the program.

Sample Program Schedule- Regular Schoolday

Please include a sample program schedule that describes how the ELO-P or other fund sources, including the California State Preschool Program for children enrolled in transitional kindergarten or kindergarten, and all other grades, will be combined with the instructional day to create a minimum of nine hours per day of programming (instructional day plus ELO-P or other supports). **Programs are required to include both an educational and enrichment element; the sample program schedule**

should clearly identify that this requirement is met.

Additional Legal Requirements

Below are additional legal requirements for the ELO-P. Please ensure your Program Plan meets all of these legal requirements:

Operations, Sites, ELO Program Plan, Family Fees, Ratio EC Section 46120(b)(2):

Local educational agencies operating expanded learning opportunity programs pursuant to this section may operate a before school component of a program, an after school component of a program, or both the before and after school components of a program, on one or multiple school sites, and shall comply with subdivisions (c), (d), and (g) of Section 8482.3, including the development of a program plan based on all of the following:

- (A) The department's guidance.
- (B) Section 8482.6.
- (C) Paragraphs (1) to (9), inclusive, and paragraph (12) of subdivision (c) of Section 8483.3.
- (D) Section 8483.4, except that programs serving transitional kindergarten or kindergarten pupils shall maintain a pupil-to-staff member ratio of no more than 10 to 1.

Regular Schooldays and Hours EC Section 46120(b)(1)(A):

On schooldays, as described in Section 46100 and Sections 46110 to 46119, inclusive, and days on which school is taught for the purpose of meeting the 175-instructional-day offering as described in Section 11960 of Title 5 of the California Code of Regulations, in-person before or after school expanded learning opportunities that, when added to daily instructional minutes, recess, and meals, are no less than nine hours of combined instructional time, recess, meals, and expanded learning opportunities per instructional day.

Nonschool Days and Hours EC Section 46120(b)(1)(B):

- (A) For at least 30 nonschooldays, inclusive of extended school year days provided pursuant to paragraph (3) of subdivision (b) of Section 56345, no less than nine hours of in-person expanded learning opportunities per day.
- (B) Extended school year days may include in-person before or after school expanded learning opportunities that, when added to daily instructional minutes, recess, and meals, are not less than nine hours of combined instructional time, recess, meals, and expanded learning opportunities per instructional day.

Prioritizing School Sites

EC Section 46120(b)(3):

Local educational agencies shall prioritize services provided pursuant to this section at schoolsites in the lowest income communities, as determined by prior year percentages of pupils eligible for free and reduced-price meals, while maximizing the number of schools and neighborhoods with expanded learning opportunity programs across their attendance area.

Grades Served

EC Section 46120(b)(4):

Local educational agencies may serve all pupils, including elementary, middle, and secondary school pupils, in expanded learning opportunity programs provided pursuant to this section.

Partners

EC Section 46120(b)(6):

Local educational agencies are encouraged to collaborate with community-based organizations and childcare providers, especially those participating in state or federally subsidized childcare programs, to maximize the number of expanded learning opportunity programs offered across their attendance areas.

Audit

EC Section 46120(c)(1):

Commencing with the 2023–24 fiscal year, a local educational agency shall be subject to the audit conducted pursuant to Section 41020 to determine compliance with subdivision (b).

Snacks and Meals

EC Section 8482.3(d)(1-2):

- (A) [Local educational agencies] shall agree that snacks made available through a program shall conform to the nutrition standards in Article 2.5 (commencing with Section 49430) of Chapter 9 of Part 27 of Division 4 of Title 2.
- (B) [Local educational agencies] shall agree that meals made available through a program shall conform to the nutrition standards of the United States Department of Agriculture's at-risk afterschool meal component of the Child and Adult Care Food Program (42 U.S.C. Sec. 1766).

Program Capacity, Family Fees, Sliding Scale

EC Section 46120(b)(5):

Local educational agencies may charge pupil fees for expanded learning opportunity programs provided pursuant to this section, consistent with Section 8482.6.

Staff Minimum Qualifications, Ratio

EC sections 8483.4(a) and 46120(b)(2)(D):

The administrator of every program established pursuant to this article shall establish minimum qualifications for each staff position that, at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of the school district. Selection of the program site supervisors shall be subject to the approval of the school site principal.

The administrator shall also ensure that the program maintains a pupil-to-staff member ratio of no more than 20 to 1, except that programs serving transitional kindergarten or kindergarten pupils shall maintain a pupil-to-staff member ratio of no more than 10 to 1. All program staff and volunteers shall be subject to the health screening and fingerprint clearance requirements in current law and district policy for school personnel and volunteers in the school district.

Program Components

EC Section 8482.3(c)(1)(A–B):

Each component of a program established pursuant to this article shall consist of the following two elements:

- (A) An educational and literacy element in which tutoring or homework assistance is provided in one or more of the following areas: language arts, mathematics, history and social science, computer training, or science.
- (B) An educational enrichment element that may include, but need not be limited to, fine arts, career technical education, recreation, physical fitness, and prevention activities.

Third Party Notifications

EC Section 8483.4(b-d):

- (A) When a local educational agency contracts with a third party to operate a program pursuant to this article, the local educational agency shall require the third party to notify the local educational agency by the next working day following, and to submit a written report within seven days of, the occurrence of any health- or safety-related issues, including, but not limited to, issues involving criminal background clearances for employees, building safety, and any event specified in subdivision (c).
- (B) For purposes of this section, an “event” includes any of the following:
 - (1) Death of a child from any cause.
 - (2) Any injury to a child that requires medical treatment.
 - (3) Any unusual incident or child absence that threatens the physical or emotional health or safety of a child.
 - (4) Any suspected child abuse or neglect, as defined in Section 11165.6 of the Penal Code.
 - (5) Epidemic outbreaks.

- (6) Poisonings.
 - (7) Fires or explosions that occur in or on the premises.
 - (8) Exposure to toxic substances.
 - (9) The arrest of an employee of the third party.
- (C) Any other event as specified by the local educational agency.
- When a local educational agency contracts with a third party, the local educational agency shall require the third party to request from parents or guardians pupil health information, such as whether a pupil has allergies or asthma, before pupil enrollment. Parents or guardians may provide this information at their discretion and are not required to provide pupil health information for the pupil to receive services pursuant to this article.

2025-26 Local Performance Indicator Self-Reflection

Local Educational Agency (LEA)	Contact Name and Title	Email and Phone
Southern Kern Unified School District	Barbara Gaines Superintendent	bgaines@skusd.k12.ca.us 661-256-5000

Introduction

The California State Board of Education (SBE) approved standards for the local indicators that support a local educational agency (LEA) in measuring and reporting progress within the appropriate priority area.

This template is intended as a drafting tool and based on the Local Performance Indicator Quick Guide published by CDE in January 2024.

Performance Standards

The approved performance standards require an LEA to:

- Annually measure its progress in meeting the requirements of the specific Local Control Funding Formula (LCFF) priority.
- Report the results as part of a non-consent item at the same public meeting of the local governing board/body at which the Local Control and Accountability Plan (LCAP) is adopted.
- Report results to the public through the Dashboard utilizing the SBE-adopted self-reflection tools for each local indicator.

This Quick Guide identifies the approved standards and self-reflection tools that an LEA will use to report its progress on the local indicators.

Local Indicators

The local indicators address the following state priority areas:

Appropriately Assigned Teachers, Access to Curriculum-Aligned Instructional Materials, and Safe, Clean and Functional School Facilities (LCFF Priority 1)

LEAs will provide the information below:

- Number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home
- Number of identified instances where facilities do not meet the “good repair” standard (including deficiencies and extreme deficiencies)

Note: The requested information are all data elements that are currently required as part of the School Accountability Report Card (SARC).

Note: LEAs are required to report the following to their local governing board/body in conjunction with the adoption of the LCAP:

- The LEA's Teacher Assignment Monitoring and Outcome data available at <https://www.cde.ca.gov/ds/ad/tamo.asp>.
- The number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home, and
- The number of identified instances where facilities do not meet the “good repair” standard (including deficiencies and extreme deficiencies)

Implementation of State Academic Standards (LCFF Priority 2)

The LEA annually measures its progress implementing state academic standards; the LEA then reports the results to its local governing board/body at the same public meeting at which the LCAP is adopted and reports to educational partners and the public through the Dashboard.

Parent and Family Engagement (LCFF Priority 3)

This measure addresses Parent and Family Engagement, including how an LEA builds relationships between school staff and families, builds partnerships for student outcomes and seeks input for decision-making.

LEAs report progress of how they have sought input from parents in decision-making and promoted parent participation in programs to its local governing board or body using the SBE-adopted self-reflection tool for Priority 3 at the same public meeting at which the LEA adopts its LCAP, and reports to educational partners and the public through the Dashboard.

School Climate (LCFF Priority 6)

The LEA administers an annual local climate survey that captures a valid measure of student perceptions of school safety and connectedness, in at least one grade within each grade span(s) the LEA serves (e.g., TK-5, 6-8, 9-12), and reports the results to its local governing board/body at the same public meeting at which the LCAP is adopted and to educational partners and the public through the Dashboard.

Access to a Broad Course of Study (LCFF Priority 7)

The LEA annually measures its progress in the extent to which students have access to, and are enrolled in, a broad course of study that includes the adopted courses of study specified in the California Education Code (EC) for Grades 1-6 and Grades 7-12, as applicable, including the programs and services developed and provided to unduplicated students and individuals with exceptional needs; the LEA then reports the results to its local governing board/body at the same public meeting at which the LCAP is adopted and reports to educational partners and the public through the Dashboard.

Coordination of Services for Expelled Students – County Office of Education (COE) Only (LCFF Priority 9)

The COE annually measures its progress in coordinating services for foster youth; the COE then reports the results to its local governing board/body at the same public meeting at which the LCAP is adopted and reports to educational partners and the public through the Dashboard.

Coordination of Services for Foster Youth – COE Only (LCFF Priority 10)

The COE annually measures its progress in coordinating services for foster youth; the COE then reports the results to its local governing board/body at the same public meeting at which the LCAP is adopted and reports to educational partners and the public through the Dashboard.

Self-Reflection Tools

An LEA uses the self-reflection tools included within the Dashboard to report its progress on the local performance indicator to educational partners and the public.

The self-reflection tools are embedded in the web-based Dashboard system and are also available in Word document format. In addition to using the self-reflection tools to report its progress on the local performance indicators to educational partners and the public, an LEA may use the self-reflection tools as a resource when reporting results to its local governing board. The approved self-reflection tools are provided below.

Appropriately Assigned Teachers, Access to Curriculum-Aligned Instructional Materials, and Safe, Clean and Functional School Facilities (LCFF Priority 1)

LEAs will provide the information below:

- Number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home
- Number of identified instances where facilities do not meet the “good repair” standard (including deficiencies and extreme deficiencies)

Note: The requested information are all data elements that are currently required as part of the School Accountability Report Card (SARC).

Note: LEAs are required to report the following to their local governing board/body in conjunction with the adoption of the LCAP:

- The LEA’s Teacher Assignment Monitoring and Outcome data available at <https://www.cde.ca.gov/ds/ad/tamo.asp>.
- The number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home, and
- The number of identified instances where facilities do not meet the “good repair” standard (including deficiencies and extreme deficiencies)

Academic Year	Total Teaching FTE	Clear	Out-of-Field	Intern	Ineffective	Incomplete	Unknown	N/A
2022-2023	164.85	94	2	11				

Access to Instructional Materials	Number	Percent
Students Without Access to Own Copies of Standards-Aligned Instructional Materials for Use at School and at Home	0	0%

Facility Conditions	Number
Identified Instances Where Facilities Do Not Meet The “Good Repair” Standard (Including Deficiencies and Extreme Deficiencies)	0

Implementation of State Academic Standards (LCFF Priority 2)

LEAs may provide a narrative summary of their progress in the implementation of state academic standards based on locally selected measures or tools (Option 1). Alternatively, LEAs may complete the optional reflection tool (Option 2).

OPTION 1: Narrative Summary (Limited to 3,000 characters)

In the narrative box provided on the Dashboard, identify the locally selected measures or tools that the LEA is using to track its progress in implementing the state academic standards adopted by the state board and briefly describe why the LEA chose the selected measures or tools.

Additionally, summarize the LEA's progress in implementing the academic standards adopted by the SBE, based on the locally selected measures or tools. The adopted academic standards are:

- English Language Arts (ELA) – Common Core State Standards for ELA
- English Language Development (ELD) (Aligned to Common Core State Standards for ELA)
- Mathematics – Common Core State Standards for Mathematics
- Next Generation Science Standards
- History-Social Science
- Career Technical Education
- Health Education Content Standards
- Physical Education Model Content Standards
- Visual and Performing Arts
- World Language

Implementation of State Academic Standards (LCFF Priority 2)

OPTION 2: Reflection Tool

Recently Adopted Academic Standards and/or Curriculum Frameworks

1. Rate the LEA's progress in providing professional learning for teaching to the recently adopted academic standards and/or curriculum frameworks identified below.

Rating Scale (lowest to highest):

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
ELA – Common Core State Standards for ELA			3		
ELD (Aligned to ELA Standards)				4	
Mathematics – Common Core State Standards for Mathematics				4	
Next Generation Science Standards			3		
History-Social Science			3		

2. Rate the LEA’s progress in making instructional materials that are aligned to the recently adopted academic standards and/or curriculum frameworks identified below available in all classrooms where the subject is taught.

Rating Scale (lowest to highest):

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
ELA – Common Core State Standards for ELA				4	
ELD (Aligned to ELA Standards)				4	
Mathematics – Common Core State Standards for Mathematics				4	
Next Generation Science Standards				4	
History-Social Science				4	

3. Rate the LEA’s progress in implementing policies or programs to support staff in identifying areas where they can improve in delivering instruction aligned to the recently adopted academic standards and/or curriculum frameworks identified below (e.g., collaborative time, focused classroom walkthroughs, teacher pairing).

Rating Scale (lowest to highest):

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
ELA – Common Core State Standards for ELA				4	
ELD (Aligned to ELA Standards)				4	
Mathematics – Common Core State Standards for Mathematics				4	
Next Generation Science Standards			3		
History-Social Science			3		

Other Adopted Academic Standards

4. Rate the LEA's progress implementing each of the following academic standards adopted by the state board for all students.

- Rating Scale (lowest to highest):
 1 - Exploration and Research Phase
 2 - Beginning Development
 3 - Initial Implementation
 4 - Full Implementation
 5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5	N/A
Career Technical Education					5	
Health Education Content Standards			3			
Physical Education Model Content Standards				4		
Visual and Performing Arts			3	4		
World Language			3			

Support for Teachers and Administrators

5. Rate the LEA's success at engaging in the following activities with teachers and school administrators during the prior school year (including the summer preceding the prior school year).

- Rating Scale (lowest to highest):
 1 - Exploration and Research Phase
 2 - Beginning Development
 3 - Initial Implementation
 4 - Full Implementation
 5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
Identifying the professional learning needs of groups of teachers or staff as a whole				4	
Identifying the professional learning needs of individual teachers			3		
Providing support for teachers on the standards they have not yet mastered			3		

Optional Narrative (Limited to 1,500 characters)

6. Provide any additional information in the text box provided in the Dashboard that the LEA believes is relevant to understanding its progress implementing the academic standards adopted by the state board.

Parental Involvement and Family Engagement (LCFF Priority 3)

Introduction

Family engagement is an essential strategy for building pathways to college and career readiness for all students and is an essential component of a systems approach to improving outcomes for all students. More than 30 years of research has shown that family engagement can lead to improved student outcomes (e.g., attendance, engagement, academic outcomes, social emotional learning, etc.).

Consistent with the California Department of Education's (CDE's) Family Engagement Toolkit: 1

- Effective and authentic family engagement has been described as an intentional partnership of educators, families and community members who share responsibility for a child from the time they are born to becoming an adult.
- To build an effective partnership, educators, families, and community members need to develop the knowledge and skills to work together, and schools must purposefully integrate family and community engagement with goals for students' learning and thriving.

The LCFF legislation recognized the importance of family engagement by requiring LEAs to address Priority 3 within their LCAP. The self-reflection tool described below enables LEAs to reflect upon their implementation of family engagement as part of their continuous improvement process and prior to updating their LCAP.

For LEAs to engage all families equitably, it is necessary to understand the cultures, languages, needs and interests of families in the local area. Furthermore, developing family engagement policies, programs, and practices needs to be done in partnership with local families, using the tools of continuous improvement.

Instructions

This self-reflection tool is organized into three sections. Each section includes research and evidence-based practices in family engagement:

1. Building Relationships between School Staff and Families
2. Building Partnerships for Student Outcomes
3. Seeking Input for Decision-Making

Based on an evaluation of data, including educational partner input, an LEA uses this self-reflection tool to report on its progress successes and area(s) of need related to family engagement policies, programs, and practices. This tool will enable an LEA to engage in continuous improvement and determine next steps to make improvements in the areas identified. The results of the process should be used to inform the LCAP and its development process, including assessing prior year goals, actions and services and in modifying future goals, actions, and services in the LCAP.

LEAs are to implement the following self-reflection process:

1. Identify the diverse educational partners that need to participate in the self-reflection process in order to ensure input from all groups of families, staff and students in the LEA, including families of unduplicated students and families of individuals with exceptional needs as well as families of underrepresented students.
2. Engage educational partners in determining what data and information will be considered to complete the self-reflection tool. LEAs should consider how the practices apply to families of all student groups, including families of unduplicated students and families of individuals with exceptional needs as well as families of underrepresented students.
3. Based on the analysis of educational partner input and local data, identify the number which best indicates the LEA's current stage of implementation for each of the 12 practices using the following rating scale (lowest to highest):
 - 1 – Exploration and Research
 - 2 – Beginning Development
 - 3 – Initial Implementation
 - 4 – Full Implementation
 - 5 – Full Implementation and Sustainability
4. Based on the analysis of educational partner input and local data, respond to each of the prompts pertaining to each section of the tool.
5. Use the findings from the self-reflection process to inform the annual update to the LCAP and the LCAP development process, as well as the development of other school and district plans.

Sections of the Self-Reflection Tool

Section 1: Building Relationships Between School Staff and Families

Based on the analysis of educational partner input and local data, identify the number which best indicates the LEA's current stage of implementation for each practice in this section using the following rating scale (lowest to highest):

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Practices	Rating Scale Number
1. Rate the LEA's progress in developing the capacity of staff (i.e., administrators, teachers, and classified staff) to build trusting and respectful relationships with families.	3
2. Rate the LEA's progress in creating welcoming environments for all families in the community.	3
3. Rate the LEA's progress in supporting staff to learn about each family's strengths, cultures, languages, and goals for their children.	2
4. Rate the LEA's progress in developing multiple opportunities for the LEA and school sites to engage in 2-way communication between families and educators using language that is understandable and accessible to families.	4

Building Relationships Dashboard Narrative Boxes (Limited to 3,000 characters)

- Based on the analysis of educational partner input and local data, briefly describe the LEA's current strengths and progress in Building Relationships Between School Staff and Families.

Family engagement is a focus of SKUSD, and is one of the four goals of the District's LCAP.

The District included a wide range of stakeholders in the self reflection process. This included the LCAP Committee, which consists of teachers, administrators, classified employees, and parents.

In the 2024-25 California School Parent Survey:

85% of respondents had attended a general school meeting

71% of respondents had attended a parent teacher conference

76% of respondents agreed that school staff treat parents with respect.

64% of respondents agreed that the school promptly responds to my phone calls, messages, or emails

76% of respondents agreed that the schools let them know how their child is doing in school between report cards

73% of respondents agreed that school keeps them well informed about school activities

The District is providing professional learning and support to faculty, staff, and administration to improve our schools' capacity to build relationships with families.

SKUSD has a lot of strengths in communicating with families. The District has a modern website that we keep updated with postings about upcoming events. The District has implemented ParentSquare as its communications platform. The schools and district send out email, app, and text messages regularly. The schools and district post information to the district Facebook page. Parents and guardians can keep informed of their students' learning through the Aeries portal. Parents and guardians can engage with their school and with the District through school site council meetings, English Learner Advisory Committee, District English Learner Advisory Committee, District Advisory Committee, and the LCAP Committee.

2. Based on the analysis of educational partner input and local data, briefly describe the LEA's focus area(s) for improvement in Building Relationships Between School Staff and Families.

In spring 2025, the District administered an LCAP survey to the entire school community in English and in Spanish. There were 333 respondents. Suggestions for improving family engagement included:

- Better, timelier notification for events
- Better marketing for athletic events
- Offer school events after work hours and on weekends
- Give families the option of connecting to family events via Zoom
- Provide childcare
- Use a variety of media to communicate with parents, including Facebook

The district will focus on the areas listed above.

The District has opened a Parent Community Center. The Parent Community Center provides mental health resources to families, and serves as a directory for community resources. The District uses the Center for a variety of family events and trainings.

One area for growth is working with the school site councils in developing and implementing the School Plans for Student Achievement (SPSA).

3. Based on the analysis of educational partner input and local data, briefly describe how the LEA will improve engagement of underrepresented families identified during the self-reflection process in relation to Building Relationships Between School Staff and Families.

To facilitate two way communication with families, the District will be providing a translator at all school events. The school sites will increase the number of family nights with topics that are relevant to families. By communicating through ParentSquare, we make sure that all communication is translated into the recipient's home language.

Section 2: Building Partnerships for Student Outcomes

Based on the analysis of educational partner input and local data, identify the number which best indicates the LEA's current stage of implementation for each practice in this section using the following rating scale (lowest to highest):

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Practices	Rating Scale Number
5. Rate the LEA's progress in providing professional learning and support to teachers and principals to improve a school's capacity to partner with families.	3
6. Rate the LEA's progress in providing families with information and resources to support student learning and development in the home.	4
7. Rate the LEA's progress in implementing policies or programs for teachers to meet with families and students to discuss student progress and ways to work together to support improved student outcomes.	3
8. Rate the LEA's progress in supporting families to understand and exercise their legal rights and advocate for their own students and all students.	3

Building Partnerships Dashboard Narrative Boxes (Limited to 3,000 characters)

1. Based on the analysis of educational partner input and local data, briefly describe the LEA's current strengths and progress in Building Partnerships for Student Outcomes.

The District has many strengths when it comes to building partnerships with families. The District does a good job of providing families with information and resources to support student learning and development in the home. Every student in grades 4-12 is issued a Chromebook to take home. Students use their Chromebook to engage with digital curriculum in all core subjects. Students use a variety of applications for productivity, research, communication, creativity, personalized academic support, and a digital library.

The District provides professional learning and support to teachers, staff, and administrators to improve a school's capacity to partner with families. The District has implemented policies and programs for teachers to meet with families and students to discuss student progress and ways to work together to support improved student outcomes. This includes parent teacher conferences, Individual Education Plan (IEP) meetings, Student Study Team (SST) meetings, and 504 meetings.

Families use the Aeries Portal to monitor their students' academic performance and progress. Teachers and administrators use the ParentSquare communications platform to keep families informed of their students' academic progress, and their upcoming assignments. Academic counselors partner with families to provide support for students, including college counseling.

2. Based on the analysis of educational partner input and local data, briefly describe the LEA's focus area(s) for improvement in Building Partnerships for Student Outcomes.

In 2025, the District administered an LCAP survey to the entire school community in English and in Spanish. There were 333 respondents. There were numerous suggestions for improving family engagement which the District will focus on in order to improve its partnerships with families for student outcomes. These are:

- Allow parents to volunteer on campuses
- Advertising events in multiple ways
- Provide food at events
- Give better notice of events
- Provide Spanish translation
- Provide child care for parents for afterschool and evening meetings
- Hold events outside of work hours

3. Based on the analysis of educational partner input and local data, briefly describe how the LEA will improve engagement of underrepresented families identified during the self-reflection process in relation to Building Partnerships for Student Outcomes.

To facilitate families attending school events, the District will provide child care at all family events. The District will offer parents additional training and learning opportunities, for instance technology training, math and literacy nights, science fair, etc.

Section 3: Seeking Input for Decision-Making

Based on the analysis of educational partner input and local data, identify the number which best indicates the LEA's current stage of implementation for each practice in this section using the following rating scale (lowest to highest):

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Practices	Rating Scale Number
9. Rate the LEA's progress in building the capacity of and supporting principals and staff to effectively engage families in advisory groups and with decision-making.	4
10. Rate the LEA's progress in building the capacity of and supporting family members to effectively engage in advisory groups and decision-making.	4
11. Rate the LEA's progress in providing all families with opportunities to provide input on policies and programs, and implementing strategies to reach and seek input from any underrepresented groups in the school community.	3
12. Rate the LEA's progress in providing opportunities to have families, teachers, principals, and district administrators work together to plan, design, implement and evaluate family engagement activities at school and district levels.	3

Seeking Input for Decision-Making Dashboard Narrative Boxes (Limited to 3,000 characters)

1. Based on the analysis of educational partner input and local data, briefly describe the LEA's current strengths and progress in Seeking Input for Decision-Making.

The District and its schools have numerous strengths with regards to seeking input for decision making. Each school site regularly holds school site council meetings. The school site council members work with the school site administrators to develop and implement the School Plans for Student Achievement. The District's LCAP Committee has parents on it. The Committee meets twice monthly to develop the LCAP. The feedback from the LCAP Committee informs the LCAP. The District holds regular DELAC meetings. The District conducts numerous surveys (in English and Spanish) that collect input from the school community. The District uses the data collected from these surveys to plan school programs and to inform the LCAP.

2. Based on the analysis of educational partner input and local data, briefly describe the LEA's focus area(s) for improvement in Seeking Input for Decision-Making.

There are areas where the district needs improvement. In the 2024-25 California School Parent Survey, on the question, "School actively seeks the input of parents before making important decisions," only 48% of parents agreed or strongly agreed. On the same survey, only 6% of parents indicated that they had served on a school committee. This is a focus area for needed growth.

3. Based on the analysis of educational partner input and local data, briefly describe how the LEA will improve engagement of underrepresented families identified during the self-reflection process in relation to Seeking Input for Decision-Making.

The District will focus on clearly communicating with families about the various opportunities to have input into the District's programs. There are numerous opportunities for input. We need to do a better job of communicating with families about the opportunities for meaningful input that are available to them. The District and school sites will send out invitations to families to participate in committees via phone, email and text messages, in English and in the recipients' home language.

School Climate (LCFF Priority 6)

Introduction

The initial design of the Local Control Funding Formula recognized the critical role that positive school conditions and climate play in advancing student performance and equity. This recognition is grounded in a research base demonstrating that a positive school climate directly impacts indicators of success such as increased teacher retention, lower dropout rates, decreased incidences of violence, and higher student achievement.

In order to support comprehensive planning, LEAs need access to current data. The measurement of school climate provides LEAs with critical data that can be used to track progress in school climate for purposes of continuous improvement, and the ability to identify needs and implement changes to address local needs.

Introduction

LEAs are required, at a minimum, to annually administer a local climate survey. The survey must:

- Capture a valid measure of student perceptions of school safety and connectedness in at least one grade within each grade span the LEA serves (e.g. TK-5, 6-8, 9-12); and
- At a minimum, report disaggregated data by student groups identified in California Education Code 52052, when such data is available as part of the local school climate survey.

Based on the analysis of local data, including the local climate survey data, LEAs are to respond to the following three prompts. Each prompt response is limited to 3,000 characters. An LEA may provide hyperlink(s) to other documents as necessary within each prompt:

Prompt 1 (DATA): Describe the local climate survey data, including available data disaggregated by student groups. LEAs using surveys that provide an overall score, such as the California Healthy Kids Survey, are encouraged to report the overall score for all students as well as available student group scores. Responses may also include an analysis of a subset of specific items on a local survey and additional data collection tools that are particularly relevant to school conditions and climate.

SKUSD administers the California Healthy Kids Survey annually to students in grades 7, 9, and 11. For the 2024-25 survey, for grade 7, there were 297 respondents out of a population of 300 (99%). For grade 9 there were 187 respondents out of a population of 270 (69%). For grade 11, there were 116 respondents out of a population of 240 (48%). The survey showed a lot of important information about the conditions and climate at Tropico Middle School and Rosamond High Early College Campus. This information includes:

Eating of Breakfast

66% of 7th grade students do not eat breakfast

44% of 9th grade students do not eat breakfast

49% of 11th grade students do not eat breakfast

51% of students agreed that there was a teacher or some other adult from my school who really cares about me.

50% of students agreed that they feel close to people at this school.

32% of students agreed that they were happy to be at their school.

19% of students felt unsafe at school.

79% of students agreed that they tried hard on their schoolwork because they are interested in it.

49% of students had a high level of boredom at school.

46% of students agreed that they usually expect to have a good day.

Question: During the past 12 months, how many times did other students spread mean rumors or lies, or hurtful pictures, about you online, on social media, or on a cell phone?

Answers:

7th grade - 39% of students had this happen to them 1 or more times in the past 12 months

9th grade - 24% of students had this happen to them 1 or more times in the past 12 months

11th grade - 43% of students had this happen to them 1 or more times in the past 12 months

Female students scored significantly higher (worse) on questions of social emotional health.

On the question regarding social emotional distress, 37% of females experienced social emotional distress, and 18% of males experienced social emotional distress.

39% of females experienced chronic sadness/hopelessness. 25% of males experienced chronic sadness/hopelessness

Prompt 2 (MEANING): Describe key learnings, including identified needs and areas of strength determined through the analysis of data described in Prompt 1, including the available data disaggregated by student group.

SKUSD has numerous key learnings from the CHKS. This includes several identified needs. First, about half of students do not eat breakfast. This is a significant issue, as "Breakfast consumption was positively correlated with achievement motivation and academic achievement of students..." 32% of students agreed that they were happy to be at their school. This speaks to the health of the school culture and climate. 39% of 7th grade students had been a victim of cyberbullying over the past year. 24% of 9th graders, and 43% of 11th graders had experienced cyberbullying. This demonstrates that cyberbullying is a significant issue. Female students exhibited high levels of emotional distress and chronic sadness/hopelessness. This shows the need for additional social emotional support for female students.

Prompt 3 (USE): Describe any changes to existing plans, policies, or procedures that the LEA determines necessary in order to address areas of need identified through the analysis of local data and the identification of key learnings. Include any revisions, decisions, or actions the LEA has, or will, implement for continuous improvement purposes.

SKUSD will address all of the key learnings for the CHKS. This will be done primarily through the LCAP Goal 2: Develop a healthy school climate that supports the social, emotional, and physical needs of all students.

The district will address the issue of less than half of students at Tropico Middle School and Rosamond High Early College Campus eating breakfast. The District will engage in a marketing campaign through ParentSquare to promote eating breakfast. The District will put up posters around the school campuses to promote eating breakfast.

Only 32% of students agreed that they were happy to be at their school. The District will focus on improving school culture and climate through a number of actions that are in the LCAP Goal 2. These actions include:

1. PBIS: Faculty, staff and administrators will establish clear behavioral expectations, rules, and routines that are communicated consistently to all students.
2. Mental Health Services: The District employs five school psychologists, a social emotional learning specialist, and two therapists.
3. Additional Nurses: Continue to have additional licensed vocational nurses (LVN) at each site, and one registered nurse (RN) who support all school sites.
5. Extracurricular Activities: Increase student connectedness to school at the middle and upper levels through extracurricular activities such as music, sports, robotics, mathletes, and a variety of clubs.
6. Attention to Attendance: Southern Kern USD has partnered with The Achievement Initiative to implement the Attention to Attendance (A2A) program. This program involves ongoing communication with families to improve student attendance.
7. MTSS: To improve the school climate, lower the suspension rate, and align itself with best practices, the district is implementing an MTSS program. This program includes additional professional development for faculty and staff.
8. Campus Safety Officers: The District will continue to staff campus safety officers at all school sites. CSO's establish positive relationships with students, and play an integral role in establishing a healthy climate at each school site.
10. Facilities: Provide additional Facility and Support Operations staff, including custodial and maintenance to provide a clean, safe, and secure learning environment for all students.
12. Student Incentive Program: The District will offer incentives and special recognition to students with exemplary and/or improved attendance, The District will offer Achiever Trips to students with good attendance (over 90%), behavior (no referrals), and grades (2.5 GPA or above).

Access to a Broad Course of Study (LCFF Priority 7)

LEAs provide a narrative summary of the extent to which all students have access to and are enrolled in a broad course of study by addressing, at a minimum, the following four prompts:

1. Briefly identify the locally selected measures or tools that the LEA is using to track the extent to which all students have access to, and are enrolled in, a broad course of study, based on grade spans, unduplicated student groups, and individuals with exceptional needs served. (response limited to 1,500 characters)

Southern Kern USD uses its Aeries student information system to track the extent to which all students are enrolled in a broad course of study. We analyze the master schedules of each school. The administrators for each school site filled out a form documenting student access to the required courses of study.

2. Using the locally selected measures or tools, summarize the extent to which all students have access to, and are enrolled in, a broad course of study. The summary should identify any differences across school sites and student groups in access to, and enrollment in, a broad course of study, and may describe progress over time in the extent to which all students have access to, and are enrolled in, a broad course of study. (response limited to 1,500 characters)

Grades K-5: All students have access to Common Core curriculum for math and ELA, as well as supplemental materials to support the curriculum. Students are enrolled in social studies classes that follow the CA History Social Science Framework. All students study science; the District has implemented the NGSS standards. Individual teachers address the visual and performing arts standards within their own classrooms. Individual teachers address the health standards within their own classrooms. Students in grades K-5 have 100 minutes of PE instruction per week, led by a certified P.E. teacher. There are no differences across school sites or student groups. Students with disabilities are engaged in the same curriculum as the general education students.

Grades 6-12: At Southern Kern Unified, students in grades 6-12 may attend Tropico Middle School or Abraham Lincoln Independent Study. Students in grades 9-12 can attend Rosamond High Early College Campus, Rare Earth Continuation High School, or Abraham Lincoln Independent Study. Students at Rosamond High Early College Campus have access to a full course of study, including twelve CTE pathways. Students at Tropico Middle School have access to a full course of study, including three full time P.E. teachers, Spanish, art, and band. Students with disabilities take the same curriculum as the general education students. Students at Rare Earth Continuation High School, and Abraham Lincoln Independent Study have access to a full course of study by taking classes in the core curriculum and electives through the Acellus courseware.

3. Given the results of the tool or locally selected measures, identify the barriers preventing the LEA from providing access to a broad course of study for all students. (response limited to 1,500 characters)

There currently are no barriers.

4. In response to the results of the tool or locally selected measures, what revisions, decisions, or new actions will the LEA implement, or has the LEA implemented, to ensure access to a broad course of study for all students? (response limited to 1,500 characters)

All students already have access to a broad course of study.

Coordination of Services for Expelled Students – COE Only (LCFF Priority 9)

Assess the degree of implementation of the progress in coordinating instruction for expelled students in your county.

Rating Scale (lowest to highest):

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Coordinating Instruction	1	2	3	4	5
1. Assessing status of triennial plan for providing educational services to all expelled students in the county, including:	[No response required]				
a. Review of required outcome data.					
b. Identifying existing educational alternatives for expelled pupils, gaps in educational services to expelled pupils, and strategies for filling those service gaps.					

Coordinating Instruction	1	2	3	4	5
c. Identifying alternative placements for pupils who are expelled and placed in district community day school programs, but who fail to meet the terms and conditions of their rehabilitation plan or who pose a danger to other district pupils.					
2. Coordinating on development and implementation of triennial plan with all LEAs within the county.					
3. Establishing ongoing collaboration and policy development for transparent referral process for LEAs within the county to the county office of education or other program options, including dissemination to all LEAs within the county a menu of available continuum of services for expelled students.					
4. Developing memorandum of understanding regarding the coordination of partial credit policies between district of residence and county office of education.					

Coordination of Services for Foster Youth – COE Only (LCFF Priority 10)

Assess the degree of implementation of coordinated service program components for foster youth in your county.

Rating Scale (lowest to highest):

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Coordinating Services	1	2	3	4	5
1. Establishing ongoing collaboration and supporting policy development, including establishing formalized information sharing agreements with child welfare, probation, Local Education Agency (LEAs), the courts, and other organizations to support determining the proper educational placement of foster youth (e.g., school of origin versus current residence, comprehensive versus alternative school, and regular versus special education).					
2. Building capacity with LEA, probation, child welfare, and other organizations for purposes of implementing school-based support infrastructure for foster youth intended to improve educational outcomes (e.g., provide regular professional development with the Foster Youth Liaisons to facilitate adequate transportation services for foster youth).					
3. Providing information and assistance to LEAs regarding the educational needs of foster youth in order to improve educational outcomes.					
4. Providing direct educational services for foster youth in LEA or county-operated programs provided the school district has certified that specified services cannot be provided or funded using other sources, including, but not limited to, Local Control Funding Formula, federal, state or local funding.					
5. Establishing ongoing collaboration and supporting development of policies and procedures that facilitate expeditious transfer of records, transcripts, and other relevant educational information.					
6. Facilitating the coordination of post-secondary opportunities for youth by engaging with systems partners, including, but not limited to, child welfare transition planning and independent living services, community colleges or universities, career technical education, and workforce development providers.					

Coordinating Services	1	2	3	4	5
7. Developing strategies to prioritize the needs of foster youth in the community, using community-wide assessments that consider age group, geographical area, and identification of highest needs students based on academic needs and placement type.					
8. Engaging in the process of reviewing plan deliverables and of collecting and analyzing LEA and COE level outcome data for purposes of evaluating effectiveness of support services for foster youth and whether the investment in services contributes to improved educational outcomes for foster youth.					

**BEFORE THE GOVERNING BOARD OF THE
SOUTHERN KERN UNIFIED SCHOOL DISTRICT
COUNTY OF KERN, STATE OF CALIFORNIA
Resolution #24-25-14**

**Regarding Delegation of Administrative Authority
to process Routine Budget Revisions, Adjustments and Transfers**

WHEREAS, the Board of Education for the Southern Kern Unified School District authorizes Barbara Gaines, Superintendent of Schools or her delegation to make such routine budget revisions, adjustments and transfers as necessary for the payment of District obligations and to effect technical adjustments of the board adopted budget during the 2025-26 fiscal year, in accordance with the provisions of this resolution.

WHEREAS, this resolution is adopted for the purpose of expediting the processing of routine budget revisions, adjustments and transfers and shall remain in effect for a period of one year, from July 1, 2025 to June 30, 2026, and is subject to annual review and renewal by duly adopted resolution of the Board of Education for the Southern Kern Unified School District.

WHEREAS, a summary report of budget revisions, adjustments, and transfers approved and processed by the Superintendent in accordance with this resolution, listed by major objects and funds, transaction numbers, dates, and amounts shall be submitted to the Board for adoption/ratification, not less than three times annually with the District's First Interim, Second Interim, and in conjunction with the annual close of the District's financial records and Unaudited Actuals Reports,

WHEREAS, all budget adjustments and transfers must be made in accordance with the provisions of Education Code Sections 42600, 42601, 42602, 42603, and 42610, and processed using the appropriate forms and documentation as provided by the County Office, and in compliance with applicable district guidelines.

NOW, THEREFORE BE IT RESOLVED, the foregoing Resolution was adopted by the Governing Board of the Southern Kern Unified School District upon motion of _____ and second by _____ and is hereby Passed, Approved and Adopted this 18th day of June, 2025 by the following vote:

Ayes: _____ Noes: _____ Abstentions: _____ Absent: _____

I, Barbara Gaines, Superintendent and Secretary to the Governing Board of the Southern Kern Unified School District of Kern County, California, do hereby certify that the foregoing is a full, true and correct copy of a Resolution duly adopted by said Board at the scheduled meeting thereof, at the time and place and by the vote above stated, which Resolution is on file and of record in the office of said Board.

District Superintendent/Secretary to the Board

Arts, Music, and Instructional Materials Discretionary Block Grant Expenditure Plan

Total Amount of funds received by the LEA:	\$ 1,937,542.00
Date of adoption at a public meeting:	

AB 181 Sec. 134

(a) For the 2022–23 fiscal year, the sum of three billion five hundred sixty million eight hundred eighty-five thousand dollars (\$3,560,885,000) is hereby appropriated from the General Fund to the State Department of Education to establish the Arts, Music, and Instructional Materials Discretionary Block Grant, for allocation to county offices of education, school districts, charter schools, and the state special schools to:

(1) Obtain instructional materials and professional development aligned to best practices for improving school climate, including training on deescalation and restorative justice strategies, asset-based pedagogies, antibias, transformative social-emotional learning, media literacy, digital literacy, physical education, and learning through play.

Planned Activity	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Professional Development	\$ -	\$ 148,204.80	\$ 148,204.80
Subtotal for this section:	\$ -	\$ 148,204.80	\$ 148,204.80

(2) Operational costs, including but not limited, to retirement and health care cost increases.

Planned Activity	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Ethnic Studies RHECC Salary Benefits	\$ 151,500.00	\$ 159,075.00	\$ 310,575.00
Off-Schedule Payments per 2024-25 Bargaining Unit Agreements	\$ 1,074,088.24	\$ -	\$ 1,074,088.24
Fleet replacement	\$ 319,673.96	\$ -	\$ 319,673.96
Subtotal for this section:	\$ 1,545,262.20	\$ 159,075.00	\$ 1,704,337.20

(3) As related to the COVID-19 pandemic, acquire personal protective equipment, masks, cleaning supplies, COVID-19 tests, ventilation upgrades, and other similar expenditures, if they are necessary to keep pupils and staff safe from COVID-19 and schools open for in-person instruction.

Planned Activity	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Masks	\$ -	\$ 25,000.00	\$ 25,000.00
PPE	\$ -	\$ 30,000.00	\$ 30,000.00
Sanitation Supplies	\$ -	\$ 30,000.00	\$ 30,000.00
Subtotal for this section:	\$ -	\$ 85,000.00	\$ 85,000.00

Summary of Expenditures

Section Totals	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Subtotal Section 1: (Improving School Climate)	\$ -	\$ 148,204.80	\$ 148,204.80
Subtotal Section 2: (Operational Costs)	\$ 1,545,262.20	\$ 159,075.00	\$ 1,704,337.20
Subtotal Section 4: (COVID - 19)	\$ -	\$ 85,000.00	\$ 85,000.00
Totals By Year:	\$ 1,545,262.20	\$ 392,279.80	

Total Planned Expenditures by the LEA:	\$ 1,937,542.00
---	------------------------

Sample School District
DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT
 In Accordance with AB 1200 (Statutes of 1991, Chapter 1213) and G.C. 3547.5
 Association - Rosamond Teachers' Association

The proposed agreement covers the period beginning July 1, 2024 and ending June 30, 2025 and will be acted upon by the Governing Board at its meeting on June 18, 2025.

Note:

1% salary increase = \$ 181,206
 1% statutory benefit increase = \$ 43,101
 1% salary and statutory benefit increase = \$ 224,307

\$996,633	\$996,633
\$237,055	\$237,055
\$231,036	\$231,036

Compensation		Fiscal Impact of Proposed Agreement			Comments
		Current Year 2024-2025	Year 2 2025-2026	Year 3 2026-2027	
1. Step & Column - Increase/(Decrease) due to longevity and units plus any changes due to settlement		Cost (+/-) Percent	\$ - 0.00%	\$ - 0.00%	No change to Longevity or units due to settlement
2. Salary Schedule - Increase/(Decrease)		Cost (+/-) Percent	\$ 453,015 2.50%	\$ 468,871 0.47%	2.50% on schedule increase for 2024-2025
3. Other Compensation - Increase/(Decrease): Increase rates for longevity Off schedule payment (1.50%)		Cost (+/-) Percent	\$ 271,809 1.50%	\$ - 0.00%	1.50% off-schedule 2024-2025 based on annual salary
4. Statutory Benefits - Increase/(Decrease) in STRS, PERS, FICA, Medicare, Unemployment, Workers' Comp, etc.		Cost (+/-) Percent	\$ 172,403 4.00%	\$ 174,127 0.73%	Change in statutory benefits with on-going (2.5%) and off-schedule payment (1.5%).
5. Health & Welfare Plans - Increase/(Decrease) Increase		Cost (+/-) Percent	\$ - 0.00%	\$ - 0.00%	No increase/decrease to HMW cap.
6. Total Compensation - Increase/(Decrease) Total of Lines 1-3 + 5.		Cost (+/-) Percent	\$ 724,824 3.23%	\$ 468,871 2.03%	482,937 2.09%
7. Total Number of Represented Employees			215	215	215
8. Total Compensation Cost for Average Employee - Increase/(Decrease)		Cost (+/-) Percent	\$ 3,371 3.23%	\$ 2,181 2.03%	2,246 2.09%

B. Proposed Negotiated Changes in Non-Compensation Items (class size adjustments, staff development days, teacher prep time, etc.)
 None

C. What are the specific impacts on instructional and support programs to accommodate the settlement? Include the impact of non-negotiated change such as staff reductions and program reductions/eliminations.
None

D. What contingency language is included in the proposed agreement? (reopeners, etc.)
None

E. Source of Funding for Proposed Agreement
On schedule increase: 2024-25 increase in LCFF revenue; District reserves
Off schedule payment - Resource 6762 - AMIMDBG

F. Impact of Proposed Agreement on Current Year Unrestricted Reserves

1. State Reserve Standard	
a. Total Expenditures, Transfer Out, and Uses (including Cost of Proposed agreement)	\$ 76,190,478
b. State Standard Minimum Reserve Percentage for this District	3%
c. State Standard Minimum Reserve Amount for this District (Line 1 times line 2)	\$ 2,285,714
2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)	
a. General Fund Budgeted Unrestricted Designated for Economic Uncertainties	\$ -
b. General Fund Budgeted Unrestricted Reserved Amounts	\$ 3,099,923
c. General Fund Budgeted Unrestricted Board Designated Amounts	\$ 2,270,894
d. General Fund Budgeted Unappropriated Amount	
e. Special Reserve Fund (J-207) - Budgeted Designated for Economic Uncertainties	\$ -
f. Special Reserve Fund (J-207) - Budgeted Unappropriated Amount	\$ -
g. Article XIII-B Fund (J0241) - Budgeted Designated for Economic Uncertainties	\$ -
h. Article XIII-B Fund (J0241) - Budgeted Unappropriated Amount	\$ -
i. Total District Budgeted Unrestricted Reserves	\$ 5,370,817

3. Do unrestricted reserves meet the state standard minimum reserve amounts?

**Impact Of Proposed Agreement On Current Year Operating Budget-CSEA
Fund 01 - General Fund**

Description	Column 1 Latest Board Approved Budget	Column 2 Adjustments for Second Interim	Column 3 Adjustments Result of Settlement	Column 4 Total Impact On Budget
Revenues				
Revenue Limit Sources (8010-8099)	\$ 52,616,332	\$ (605,002)	\$ -	\$ 52,011,330
Remaining Revenues (8100-8799)	\$ 18,497,307	\$ 470,577	\$ -	\$ 18,967,884
Total Revenues	\$ 71,113,639	\$ (134,425)	\$ -	\$ 70,979,214
Expenditures				
1000 Certificated Salaries	\$ 24,354,484	\$ 1,631,525	\$ 724,825	\$ 26,710,834
2000 Classified Salaries	\$ 10,079,407	\$ 476,063	\$ -	\$ 10,555,470
3000 Employees' Benefits	\$ 15,340,601	\$ 838,355	\$ 172,403	\$ 16,351,359
4000 Books & Supplies	\$ 4,126,817	\$ (414,628)	\$ -	\$ 3,712,189
5000 Services & Operating Expenses	\$ 17,160,939	\$ 584,819	\$ -	\$ 17,745,758
6000 Capital Outlay	\$ 3,656,931	\$ (2,550,055)	\$ -	\$ 1,106,876
7000 Other	\$ 84,025	\$ (76,033)	\$ -	\$ 7,992
Total Expenditures	\$ 74,803,204	\$ 490,046	\$ 897,228	\$ 76,190,478
Operating Surplus (Deficit)	\$ (3,689,565)	\$ (624,471)	\$ (897,228)	\$ (5,211,264)
Other Sources and Transfers In	\$ -		\$ -	\$ -
Other Uses and Transfers Out			\$ -	\$ -
Current Yr Incr/(Decr) In Fund Balance	\$ (3,689,565)	\$ (624,471)	\$ (897,228)	\$ (5,211,264)
Beginning Balance	\$ 42,694,454			\$ 42,694,454
Current-Year Ending Balance	\$ 39,004,889			\$ 37,483,190
Components of Ending Balance				
Reserved Amounts	\$ 3,099,923			\$ 3,099,923
Reserved for Economic Uncertainties	\$ -			\$ -
Board Designated Amounts	\$ 2,270,894			\$ 2,270,894
Legally Restricted				\$ -
Undesignated Amounts	\$ 18,135,920			\$ 18,135,920

* If the total amount of the Adjustment in Column 3 does not agree with the amount of the Total Compensation Increase in Section A, Line 6, Page 1 (i.e., increase was partially budgeted, there were revenue revisions as reflected in Col. 3., etc.), explain the variance below.

Please include comments and explanations as necessary:

> Column 3 does not agree with the amount of the Total Compensation Increase in Section A, Line 6, Page 1 because the step and column increases and relative statutory benefits were in the approved budget before the settlement.

G. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF COLLECTIVE BARGAINING AGREEMENT

The disclosure document must be signed by the district Superintendent and Chief Business Officer at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of the (Insert School District Here), hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the California School Employees Association Bargaining Unit, during the term of the agreement from July 1, 2024 to June 30, 2025.

The budget revisions necessary to meet the costs of the agreement in each year of its term are as follows:

Budget Adjustment Categories:	Budget Adjustment Increase (Decrease)
Revenues/Other financing Sources	\$ -
Expenditures/Other Financing Uses	\$ <u>897,228</u>
Ending Balance Increase (Decrease)	\$ <u><u>(897,228)</u></u>

____ (no budget revisions necessary)

Barbara Gaines
District Superintendent

6/11/2025
Date

[Signature]
Chief Business Officer

6-11-25
Date

CERTIFICATION NO. 2:

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Disclosure of Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

Barbara Gaines

District Superintendent
(Signature)

6/11/2025
Date

[Signature]

Chief Financial Officer
(Signature)

6-11-25
Date

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on February 7, 2024 took action to approve the proposed Agreement with the California School Employees Association Bargaining Unit.

President (or Clerk) of the Governing Board
(Signature)

Date

TENTATIVE AGREEMENT

BETWEEN THE

SOUTHERN KERN UNIFIED
SCHOOL DISTRICT

AND THE

ROSAMOND TEACHERS'
ASSOCIATION

JULY 1, 2024 – JUNE 30, 2027

(June 4, 2025)

This Agreement ("Agreement") is entered into by and between the Southern Kern Unified School District ("District") and the Rosamond Teachers' Association ("Association") and is dated June 4, 2025 for purposes of reference only.

As a result of negotiations, the District and the Association have agreed to a Tentative Agreement as set forth below.

**ARTICLE I
INTRODUCTION**

[Not Opened]

**ARTICLE II
RECOGNITION**

[Not Opened]

**ARTICLE III
NONDISCRIMINATION**

[Not Opened]

**ARTICLE IV
RETAINED RIGHTS**

[Not Opened]

**ARTICLE V
ASSOCIATION RIGHTS**

A. Access. Authorized Association representatives shall, in accordance with the conditions noted herein, have the right of reasonable access to District facilities for the purpose of contacting unit members, and transacting lawful Association business. Upon arriving at a school site, any such representative shall first report to the office of the site administrator to announce his or her presence and the intended purpose and length of the visit.

1. In no event shall any representative or unit member interrupt or interfere in any way with normal work. Contacts with unit members shall be

limited to non-classroom teaching hours such as breaks, duty free lunch period and before and after school.

2. With the advance approval of the Superintendent or designee, the Association may utilize District facilities during and outside of unit members' normal working hours for meeting purposes and may use incidental equipment when not otherwise in use on a reimbursement of cost basis.

3. The Association shall be provided access to certificated employee orientation in accordance with Government Code sections 3555-3559. Access to newly hired unit members shall include:

a. A meeting of 60 minutes during the new teacher orientation period as described in Article XIX.H.

b. 10 days advance notice of the orientation schedule.

c. Name, work location, assignment, address, personal and cell phone numbers, and personal email address on file with the District, unless the employee has opted out of the disclosure of personal information pursuant to Government Code sections 6207 and 6254.3.

d. For teachers hired after the new teacher orientation, a meeting of 45 minutes during non-instructional time (i.e., non-student contact time). The meeting will be scheduled by the Association President, or designee, with the approval of the Superintendent or designee.

B. Distribution and Posting of Materials. The Association may distribute organizational literature on District property, provided it does not interfere in any way with District business. No person shall distribute literature on District property in a place or manner, which disrupts unit members who are performing their duties. Literature may be distributed, or left for pickup in coffee rooms, faculty rooms/lounges and in other appropriate site locations as designated by the site administrator.

The Association shall have the right to post notices of Association concern on bulletin boards, at least one of which shall be maintained in each school site in an area frequented by unit members. This bulletin board will be for association use only.

C. Use of Site Mailboxes. The Association shall have reasonable use of unit members' school mailboxes and intradistrict mail to distribute organization material.

D. Content Restriction. Any literature to be distributed or posted must be presented to the onsite administrator or designee and must be dated and must identify the person and organization responsible for its promulgation.

E. Names and Addresses. The District shall, by September 15, January 15 and May 15 of each school year furnish to the Association without charge a list of the names, addresses and telephone numbers of all unit members. The Association agrees to use such information for internal organizational purposes only, and not to disclose it to any third parties.

F. The Association shall be entitled to twenty (20) days release time each school year covered by the Agreement for use by the Association's representatives. The Association shall pay substitute expenses.

Of the 20 days, the Association President shall be entitled to five (5) days release time each school year with any substitute costs absorbed by the District.

G. The District shall furnish the Association a copy of all Board Policies and current rules and regulations governing the District **within 30 days of any new policy**.

H. The District, upon request by the Association, agrees to furnish to the Association, within five (5) working days, all available information concerning the financial resources and certificated and classified staffing of the District. Such information shall include, but not be limited to: annual financial reports and audits, budgets, interim reports, J-90 Reports, assignment location of certificated personnel, tentative budgetary requirements and allocations, the agenda and minutes of all Board meetings and attachments thereto at the time of distribution to the Board, census and membership data, names, addresses and phone numbers of all unit members, salaries, benefits and stipends paid as necessary to guarantee employee rights and provide accountability for decisions made by unit members of district committees.

I. Appointment to District and Joint Committees. The Association shall be consulted on the selection of unit member representatives to all Association/District joint committees.

J. Participation on Committees. Unit member participation on all District committees shall be on a voluntary basis.

Unit members shall be appointed by the Association on site or District committees including curriculum and professional development committees. Unit members shall be granted release time during their workday at no loss of pay or benefits to fulfill the obligations of their appointment.

K. Personal and Academic Freedom. It is the policy of the District that all instruction shall be fair, accurate, objective, and appropriate to the age and maturity of the pupil(s), and is sensitive to the community needs and the needs and values of our diverse cultures and heritages. Academic freedom is essential to the fulfillment of this policy and the District acknowledges the fundamental need to protect unit members from any censorship or restraint, which might interfere with the unit member's obligations to pursue truth in performance of their teaching functions.

A unit member shall have reasonable freedom in classroom presentations and discussions and may introduce political, religious or otherwise controversial material, provided that said material is relevant to the course content and within the scope of the law and has been discussed with the site administrator prior to presentation. A unit member, however, shall not utilize his/her own personal, political and/or religious view.

Unit members must be employed, promoted, or retained without discrimination or harassment regarding their personal opinions or their scholarly, literary or artistic endeavors.

The personal life of a unit member is not an appropriate concern of the District for the purposes of evaluation or disciplinary action unless it prevents the unit member from performing his/her duties.

A unit member shall be entitled to full rights of citizenship, and no religious, political or personal activities, or lack thereof, of any unit member shall be used for purposes of evaluation, transfer, disciplinary or dismissal action.

L. Classroom Aides and Student Teachers. The work of instructional aides shall be under the direction of the unit member they are assigned to.

The unit member shall periodically discuss with the site administrator the performance of the instructional aide under his/her supervision. When an unsatisfactory working relationship can be demonstrated to exist between the unit member and an aide, the unit member may initiate a request to the appropriate administrator that the aide be evaluated. Any action taken shall be at the sole discretion of the site administrator.

The District shall work cooperatively with unit members on the assignment of student teachers from the teacher training institutions. No student teacher shall be assigned to work with a unit member without the unit member's approval. Unit members accepting student teachers shall be paid the student teacher fee offered by the educational institution. If the fee is paid directly to the unit member, the unit member shall retain the entire fee. If the fee is paid to the District, the fee will be paid to the unit member less \$40 for District processing and payroll.

M. Teaching Conditions. The District shall make every effort to provide the unit member with adequate textbooks, equipment, supplies, materials, storage space, educational technology, and classroom facilities to properly perform his/her assigned duties. Qualified personnel shall repair, setup, and provide programming of educational technology, equipment, and instructional devices as soon as possible.

Except in emergencies, necessary repairs and maintenance of classrooms and district facilities shall be made at a time that will not interfere with the instructional program unless arrangements are made with the teacher. Should the health, safety, or

welfare of pupils or unit members be endangered, immediate action shall be taken by the District to correct the problem.

Unit members shall not be expected to use or purchase supplies of personal equipment for their assignment.

N. Parent/Guardian Involvement and Information. It is the belief of the Association and the District that student achievement is enhanced when parent/guardian involvement is increased. The Association and the District are committed to increasing parent/guardian participation in the education of students. With the active involvement of parents/guardians comes an increase in visitors to the school site. To that end, in order to support the needs and rights of the parents/guardians and unit members and to insure the safety of the students and unit members, the following procedures shall be followed.

1. Parents/guardians wishing to review materials in use in their student's classroom shall provide a written request to the student's teacher(s) at least 48 hours prior to the date the parent/guardian wishes to come to the school to review the materials.

Upon the unit member's agreement as to the date and time, the parent(s)/guardian(s) may come to the school to review the materials. Whenever possible, the time set for the review of the materials will take place during the unit member's preparation time.

Such review shall not take place during the unit member's duty free lunchtime, or any other duty free break times during the workday.

2. Parent(s)/guardian(s) wishing to observe in a unit member's classroom shall provide written request at least 48 hours prior to the day of the requested observation. Any such observation scheduled by the teacher will be communicated to the site administrator.

Upon the unit member's agreement as to the date of the observation, the parent(s)/guardian(s) may observe the classroom at any time during the student instructional day.

The observation shall last no longer than 45 minutes or one class period.

Observations shall be no more frequent than once every calendar month.

Upon mutual agreement among the unit member, parent(s)/guardian(s), and site administrator, the time and the frequency of the observation may exceed the limits set forth above.

If, during the course of the observation, the parent(s)/guardian(s) presence becomes disruptive, unit members are strongly encouraged to have a site administrator

intervene with the parent. If an administrator is not available, the unit member shall have the authority to instruct the parent(s)/guardian(s) to leave the classroom. The unit member shall report any such incidents to the site administrator as soon after the incident as possible. A disruptive parent/guardian shall not be allowed to observe the unit member's classroom again unless agreed by the unit member and the site administrator.

3. Parent(s)/guardian(s) coming onto a worksite for any purpose shall check in at the main office prior to visiting any other location at the site. Personnel in the main office shall contact the unit member to be visited before the parent(s)/guardian(s) are allowed to leave the office to go to the unit member's work location at the site unless the unit member has given approval that contact by the office is not required.

The District shall pursue appropriate legal action against any parent/guardian who demonstrates a pattern of disruptive behavior while visiting a worksite.

4. Parent classroom observations will not be conducted by any form of video conferencing.

O. ~~Whenever possible, t~~ The site administrator shall give at least 24 hours' notice prior to placing a new student in any unit member's class section. **The foregoing does not apply to foster, or homeless students.** This paragraph shall not be in effect during the first 15 days of the school year.

1. In accordance with Education Code Section 49079, the District shall inform a unit member about any pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Sections 48900.2, 48900.3, 48900.4, or 48900.7. The District shall provide the information to the unit member based on any records that the District maintains in its ordinary course of business or receives from a law enforcement agency regarding a pupil described in this paragraph. **The District shall provide access to teachers to view all assigned student discipline records in the current tracking system.**

2. The unit member will be allowed to meet with the site administrator prior to the student being placed to discuss provisions made by the District to ensure safety of students and staff and possible alternatives to the placement.

P. After the placement of zoned students, when possible the District will assign a child of the unit member to the class(es) of the unit member's choice. The assignment will not displace a student enrolled in the class(es). Additionally, the assignment will not occur if it would cause the maximum class size to be exceeded.

**ARTICLE VI
CONSULTATION**

[Not Opened]

**ARTICLE VII
MEMBERSHIP DUES AND PAYROLL DEDUCTIONS**

[Not Opened]

**ARTICLE VIII
LEAVES**

[Status Quo]

**ARTICLE IX
TRANSFERS/REASSIGNMENTS**

[Not Opened]

**ARTICLE X
VACANCIES**

A. The District shall determine whether a vacancy exists and if it shall be filled. Decisions regarding the filling of vacancies will be made to ensure the best possible learning conditions for students.

B. In the event the District elects to fill a vacancy, it shall:

1. Determine the requirements for the position, which shall be based on:

- a. Credentials.
- b. Grade level and/or subject matter.
- c. Legislative/court mandated programs.
- d. Special skills for other requirements of position.

- e. Applicable professional development/trainings.
2. Prepare notice specifying the position requirements and location.
3. Post the notice for a period of five workdays in the District Office, teacher lunchroom, **teacher email** school office, each school site District website (www.skusd.k12.ca.us) and EdJoin (www.edjoin.org). Unit members shall be responsible for contacting the District personnel office to apply for open positions.
4. On or before May 1, unit members will be notified of expected staff vacancies for the following year. In the event of other vacancies during the year, the District shall follow provisions B.1, B.2, and B.3. Vacancies posted within the first 25 percent of the school year shall be posted as a permanent assignment. Vacancies posted after this point shall be considered a Temporary Assignment. Should the assignment exist in the succeeding year, it will be posted according to the provisions in Paragraph B (1, 2, and 3) above.

C – H: No Changes.

ARTICLE XI SAFETY CONDITIONS OF EMPLOYMENT

A. The Board recognizes that in providing the educational program of this District, it assumes the responsibility for the safety of unit members while they are on and in the facilities provided in furtherance of that program. **Upon notification and investigation the District will eliminate or correct any unsafe or hazardous condition.**

B – C: No Changes.

D. Unit members shall immediately report cases of assault **or battery** suffered by them in connection with their employment to their principal or other immediate supervisor who shall immediately report the incident to the sheriff, and forward such notification to the Superintendent.

E. **A Site administration shall present a** written description of the rights and duties of unit members with respect to student discipline, ~~including the use of corporal punishment~~ and the right to suspend students, shall be presented to each unit member, in writing, on the first day of each school year.

1. A bargaining unit member may suspend a pupil from their class for any of the acts enumerated in Education Code section 48900 for the day of the suspension and the day following.

2. The unit member shall immediately report the suspension to the principal of the school (or designee) for appropriate action.

3. As soon as possible, the bargaining unit member shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension. If practicable, a school counselor or psychologist may attend the conference. A school administrator will attend the conference if requested by the bargaining unit member, parent or guardian.

4. The pupil will not be returned to the class from which they were suspended, during the period of the suspension, without the bargaining unit member's concurrence.

5. The pupil will not be placed in another regular class during the period of the suspension. If the pupil is assigned to more than one class per day, this section will apply only to classes scheduled during the same time as the class from which the pupil was suspended.

F – G: No Changes.

H. The District and Association recognize that the educational placement of special education pupils including pupils with severe disabilities is prescribed by statutory and case law and cannot be a matter of collective bargaining. The District does agree that unit members have a responsibility to be part of the Individualized Education Program (IEP) process.

1. Unit members shall be given five working days' notice, when possible, to attend any placement or change of placement IEP meeting when the district is aware that the pupil may be potentially placed in a certain classroom.

2. The District shall provide health aides to perform and conduct necessary specialized health care procedures on students.

3. Bargaining unit members shall not be requested or required to perform specialized health care procedures including, but not limited to, dispensing medication, catheterization, crede, diapering, injections, ileostomies, colostomies, gastrotomies, tracheostomy, suction, oxygen administration, gavage feeding, and draining on students unless agreed upon by the teacher providing the service. Teachers may be required to respond and act in emergency situations.

4. Teachers may be required to attend training to respond in emergency situations. Such training shall be during the teacher's workday. The teacher shall receive compensation on the district's hourly rate schedule for approved training taken voluntarily outside of the regular workday.

5. The District will provide **facial tissues (5 boxes per semester/per classroom) facemasks, hand sanitizer**, rubber gloves, mouth-to-mouth breathers and facilities to work with hot water and antiseptic soap to any bargaining unit member **upon request to the site administrator** ~~who may come in contact or be expected to come in contact with bodily fluids.~~

6. The District shall comply with all Education Code and Title 5 provisions so unit members may work and provide specialized health care in a safe appropriate environment.

ARTICLE XII PERSONNEL FILES

A. The official personnel file ("OPF") of each unit member shall be maintained at the District Personnel Office. Materials in personnel files of employees which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the person involved. Every employee shall have the right to inspect such materials upon request.

B. Such material is not to include ratings, reports, or records which (1) were obtained prior to the employment of the person involved, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with promotional examination.

C. Information of a derogatory nature, except material mentioned in the second paragraph of this section, shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to any such derogatory statement, his own comments thereon. Such review shall take place during normal business hours, and the employee shall be released from duty (other than instructional time) for this purpose without salary reduction. This written response shall be attached to the derogatory material during normal business hours. The employee shall be released from duty (other than instructional time) for this purpose without salary reduction.

~~This written response shall be attached to the derogatory material during normal business hours and he shall be released from duty (other than instructional time) for this purpose without salary reduction.~~

D. A unit member shall be permitted to examine and/or obtain copies of material in his file. The District may recover from the unit member the reasonable cost of furnishing such copies.

E. The contents of each unit member's personnel file shall be kept in the strictest confidence and access to his file shall be limited to appropriate personnel. Each unit member's official file shall be filed in the District Office.

F. No action will be taken on complaints pending an investigation unless the complaint alleges conduct, which may place students and other district personnel in danger.

ARTICLE XIII PHYSICAL EXAMINATIONS

[Not Opened]

ARTICLE XIV TRAVEL

[Not Opened]

ARTICLE XV EVALUATIONS

These provisions constitute the procedures to be utilized for the performance evaluation and assessment of certificated employees as set forth in the California Education Code (Section 44660 et seq.) **Evaluation forms are attached to this Agreement as Appendices C, D and E.** The District agrees to ~~attach the evaluation form to the Collective Bargaining Agreement as an appendix; and further agrees to~~ place any changes to the form(s) at the beginning of the school year concurrent with copies of any such changes provided to the Association President. The Association reserves the right of consultation regarding any changes to the evaluation document.

Remainder of Article: No Changes.

ARTICLE XVI PARENT AND CITIZEN COMPLAINTS

No negative evaluation of performance shall be predicated upon information or material of derogatory or critical nature, which has been received by the evaluator from others (such as parents and citizens) unless the following procedures have been followed:

A. ~~Such~~ **C**omplaints shall be reported ~~as soon as possible~~ **within two (2) workdays** to the affected unit member through administration channels by the administrator receiving the complaint. Management shall investigate the basis for the complaint. Except in extenuating circumstances, the investigation, written report, and

any adverse action shall be concluded within thirty (30) working days from the date the complaint was received.

B – E: No Changes.

ARTICLE XVII EMPLOYEE DISCIPLINE PROCEDURES

Discipline shall include warnings, reprimands, or suspensions without pay for less than fifteen (15) workdays. Discipline shall not include dismissal or suspensions for more than fifteen (15) workdays. Disciplinary actions pursuant to this Article are intended to be corrective rather than punitive.

Progressive Discipline

A. The following progressive discipline procedures will be applied except where the serious nature of the offense may require the District to directly impose a written warning, written reprimand, or suspension without pay. Whether or not the serious nature of the offense required bypassing progressive discipline steps may be submitted to arbitration under Article XVIII of this Agreement.

1. Verbal Counseling or Written Warning: The District shall issue a verbal counseling or written warning before imposing more serious discipline. Verbal counseling or written warning may result in a post-conference summary memorandum. Post-conference summary memoranda will not be placed in the unit member's personnel file.

2. Written Reprimand: Except as provided in Paragraph A of this Article, a written reprimand will not be issued unless the unit member has received a written warning about similar actions within the last twenty-four (24) months. The unit member shall sign the reprimand to acknowledge receipt and a copy may be placed in the unit member's personnel file. The unit member has the right to respond to the reprimand in writing.

3. Suspension Without Pay: Except as provided in Paragraph A of this Article, a suspension will not be issued unless the unit member has received a written reprimand about similar actions within the last twenty-four (24) months. No unit member will be suspended for a total of more than thirty (30) workdays during a school year. In all instances, the length of a suspension will relate to the severity of the action.

B. Pre-Discipline Investigation: Any proposed disciplinary action shall be brought to the attention of the Superintendent or designee. The Superintendent or designee shall investigate the matter. The Association **President and Vice-President** shall be notified that a unit member is or may be subject to disciplinary action. As part of the investigation, an informal meeting shall be held with the employee, or if

requested by the employee, with the employee and a representative. The meeting shall be scheduled within ten (10) workdays after the matter has been brought to the Superintendent's attention.

1. The employee shall be informed of the right to be accompanied to the meeting by a representative. If the employee elects not to be represented, the employee shall sign a statement to that effect.

2. As part of the investigation, the employee shall be notified of the ~~allegation or~~ allegation(s) in writing and shall be given an opportunity to respond and comment on the appropriate disposition.

C. Notice: A written reprimand or notice of suspension shall be served in person or by certified mail **and email** upon the unit member by the Superintendent or designee. A copy will be concurrently provided to the Association **President and Vice-President**. The reprimand or notice of suspension will contain:

1. A statement of the specific acts or omissions upon which the action is based;

2. A statement of the cause(s) for which action is recommended;

3. Where applicable, the Education Code section, policy, rule, regulation, or directive violated;

4. The penalty proposed and the effective date of any suspension;

5. Copies of any documentary evidence upon which the recommendation is based; and

6. A statement of the unit member's right to challenge the proposed action by requesting a hearing pursuant to the arbitration procedures of Article XVIII of this Agreement.

D. Administrative Leave: In the event a unit member is placed on administrative leave without advance notice conforming to the specifications set forth above, the notice shall be sent to the unit member by certified mail addressed to the unit member's last known address, within five (5) workdays of the unit member's removal from the position, with a copy concurrently provided to the Association **President and Vice-President**.

E – H: No Changes.

ARTICLE XVIII GRIEVANCE PROCEDURES

A – C: No Changes.

D. Procedure

1. Level 1: The parties acknowledge that it is usually most desirable for an employee and his/her immediate supervisor to resolve grievances by informal communication. However, if such informal communication fails to satisfy the teacher, a written grievance may be filed with site administrator, within thirty (30) working days of the informal meeting. The site administrator shall have five (5) working days to give a written decision of the written grievance.

2. Level 2: If the grievance is not settled in Level 1, the employee may move it to Level 2 by written notice to the Superintendent or **their his** designee and the President of the Association, within five (5) working days. A meeting will be arranged to review and discuss the grievance. Such meeting will take place within five (5) working days from the date the grievance is received by the Superintendent or his designee. The Superintendent or **their his** designee, and the teacher and his designee, may invite other representatives to be present at such a meeting. A written decision shall be rendered by the Superintendent or **their his** designee within five (5) working days from the date of the meeting.

3. Level 3: If the grievant is not satisfied with the decision of the Superintendent, **they he/she** must appeal to the District Board of Trustees within thirty (30) working days of the date of the Superintendent's decision. The Board shall hold a hearing on the grievance at its next regularly scheduled meeting, or may schedule a special meeting for the purpose of hearing the grievance, and shall issue a written decision on the grievance within thirty (30) working days of the hearing. The grievant may be accompanied by an Association representative at the Board level hearing at the option of the grievant. Any special meeting held to hear a grievance shall be scheduled so as to give at least ten (10) working days prior notice to all concerned parties.

4. Level 4: If the aggrieved person is not satisfied with the District disposition of **their his/her** grievance at Level 3, or if no written decision has been rendered within ten (10) working days after **they have he/she/has** first met with the Board **they he/she** may request in writing that the Association submit **their his/her** grievance to arbitration. The Association, by written notice to the Superintendent within thirty (30) working days after the receipt of the request from the aggrieved person, may submit the grievance to binding arbitration. It is expressly understood that the only matters, which are subject to arbitration under this Article, are grievances which were processed and handled in accordance with the grievance procedure set forth above and which are not excluded from arbitration by the provisions of this Agreement. If any questions arise to the arbitrability of the grievance or if the District claims that a grievance should be dismissed because, for example, it falls outside the scope of the procedure, or was filed or processed in an untimely manner, or that the dispute has become moot, such questions shall be heard and ruled upon by the arbitrator prior to any

hearing on the merits of the grievance. If the District should choose to refuse to arbitrate a dispute, nothing in this section shall preclude the Association from seeking, through appropriate administrative or judicial proceedings, to compel the District to proceed at arbitration.

Remainder of Article: No Changes.

ARTICLE XIX HOURS AND DAYS OF WORK

A. The District and the Association recognize that unit members are professional and that the varying nature of a unit member's day-to-day professional responsibilities does not lend itself solely to an instructional day of rigidly established length. It is understood that, as professionals, unit members shall spend as much time on site and/or other places as necessary to fulfill their instructional and professional responsibilities. Unless otherwise posted, unit members working outside their contracted school year will be compensated at the extra-duty rate in Appendix B.

1. Meetings required by the District after the end of the regular school day, including but not limited to staff meetings, grade level meetings and department meetings, shall be limited to no more than one time per calendar month and will not last more than sixty (60) minutes.

2. Notifications for meetings to be held on non-minimum days shall be in writing with a hard copy **and an email** distributed to unit members at least ten (10) calendar days in advance. The District may schedule meeting with less notice if necessitated by emergency circumstances. Unit members not in attendance shall be required to use personal leave time for the absence. In cases where a meeting must be held on short notice, unit members are encouraged to attend as part of **their his/her** professional obligation (Paragraph A). If the teacher has a prior commitment, **they he/she** shall not be required to use personal leave time when notice of the meeting is less than ten (10) calendar days. Advance notice is not required for meetings held on minimum days.

- a. District calendared minimum days will be used for staff meetings, grade/department level professional learning communities (PLC) and professional development except on minimum days in which unit members are allowed to leave at the end of the student day as described in paragraph **○ L (M)**.
- b. The three (3) minimum days at the end of each semester and the minimum day scheduled before the end of each quarter are to be used for teachers to complete grades.

3. Appointments for parent conferences scheduled by the District shall be made with at least forty-eight (48) hours' notice and with consideration of the unit member's availability. Other appointments scheduled by the District for District business, such as IEP meetings, shall be made with at least ten (10) calendar days' notice, when possible. Such appointments may be made by the District with less than seven days' notice for unforeseen events and/or with consent of the unit member. Except in an emergency, all meetings scheduled by the District, including but not limited to parent conferences, IEPs, SSTs, committee and staff meetings, in-service and training sessions, shall not be made after school on Fridays, the workday before a scheduled holiday, or during school break.

4. Meetings scheduled for staff development and/or trainings in which the unit members will be out of the classroom and a substitute provided, not already on the calendar, will be done with at least ~~seven (7)~~ **ten (10)** days notice to allow for proper instructional planning by the teacher.

B. Unit members must be on campus at least thirty (30) minutes before the beginning of the regular instructional day and remain on campus for a reasonable length of time after the regular instructional day ends. A reasonable length of time is defined as after the student instructional day, unless there are no mutually agreed upon student, parent or administrative appointments on that day.

C. Duties for student supervision shall be assigned as equitably as possible at each school site. The assigned duty shall not exceed 15 minutes. Duties shall be assigned as equitably as possible at each school site. Teachers at elementary school sites shall not be required to serve recess duty.

D. Activities such as game, dance, and after school detention duty at any site shall be assigned equitably and shall not exceed eight (8) hours per year without extra duty pay as per Appendix B.

The Association President shall not be required to serve any extra duty for student supervision as described in Paragraphs C and D unless there is an emergency situation.

E. Unit members shall be entitled to one (1) duty-free uninterrupted lunch period each day, which shall be the same length of time as the student lunch period, but not less than thirty minutes. ~~Unit members shall be entitled to a break of no less than ten (10) minutes during the day. Commencing with the 2023-2024 school year, u~~ Unit members will be entitled to a break of no less than fifteen (15) minutes during the day, except on minimum days. ~~Also commencing with the 2023-2024 school year, when~~ **when** there will be at least a ten-minute break ~~on minimum days.~~

F. For sites with departmentalized classes, the site administrator shall schedule a daily preparation period for each teacher at the site. Teachers may be required to cover another teacher's class during their prep period and will be

compensated as per Appendix B. When no substitutes are available, teachers will be assigned class coverage based on the following steps:

1. Ask for volunteers. Assign coverage to the teacher(s) who volunteered using the District seniority. This will start with the teacher who has the greatest District seniority and will rotate down the list to the one with the least District seniority.

2. If there are no volunteers available, substitute teachers will be required to cover classes.

3. Unit members are strongly encouraged to volunteer; the site administrator or designee may make a second request for volunteers. The second request should not be viewed as undue pressure or coercion, but simply as a reflection of the extreme nature of the situation. Again, unit members are encouraged to volunteer.

4. Less senior teachers and substitute teachers may be assigned prior to a unit member who has notified the site secretary that he/she waives the right of first refusal. The unit member may also ask to be contacted if all other available teachers do not accept a period assignment. Notification may be made or rescinded at any time during the school year.

G. Elementary teachers with self-contained classrooms are required to be at school thirty (30) minutes prior to the start of the school day; they will not be required to serve any duty before school. This time will be used for preparation or other related educational activities.

1. Elementary Physical Education (PE): For sites that have a full-time or part-time PE teacher, classroom teachers shall not be required to attend, participate in, or supervise students during the scheduled PE period. This time for classroom and RSP teachers is to be used for classroom preparation, recordkeeping functions, and other duties normally related to a teacher's professional obligations. RSP teachers will receive equal amount of preparation time as classroom teachers.

H. Inclement Weather: Teachers may be required to open their classrooms during inclement weather and will be compensated in accordance with Appendix B. The following procedures will be implemented for such coverage:

a 1. Ask for volunteers.

b-2. Assign coverage to the teachers who volunteered using District seniority. This will start with the teacher who has the greatest District seniority and will rotate down the list to the one with the least District seniority. After all teachers who have volunteered have opened their classroom once, the rotation will repeat.

e 3. When there are no volunteers, use the procedures set forth in this Article, Paragraphs F.1.-F.4., to assign unit members to this duty.

I. Elementary Class Coverage: The District shall make every effort to provide substitute teachers, full or half day, for teachers on Leave in accordance with Article VII. In emergency situations in which a substitute cannot be obtained for a classroom, the Site Administrator may evenly distribute the students in the classroom to other classes in the same grade level. The teachers accepting those students shall be paid overage pay for each student accepted, regardless of the class size of the teacher, in accordance with Article XX, Paragraph C.

~~J H. For the 2021-2022 school year, returning unit members shall be required to work 182 days; newly hired unit members shall work 187 days. Orientation will commence no sooner than the week preceding the start of school and shall be one (1) day for returning teachers and six (6) days for newly hired unit members. A "newly hired teacher" is defined as a teacher who did not work in a full-time or part-time position the entire previous semester or did not participate in the five-day district orientation for new teachers within the past two years.~~

~~Commencing with the 2022-2023 school year,~~ r Returning unit members shall be required to work 183 days; newly hired unit members shall work 187 days. Orientation will commence no sooner than the week preceding the start of school and shall be two (2) days for returning teachers and six (6) days for newly hired unit members. A "newly hired teacher" is defined as a teacher who did not work in a full-time or part-time position the entire previous semester or did not participate in the four-day district orientation for new teachers within the past two years.

Unit members may voluntarily attend additional days of staff development, workshops and/or conferences beyond the scheduled work year and will receive additional compensation at the extra pay rate set forth in Appendix B for the total number of hours for the staff development, workshop, and/or conference. The cost of District approved staff development workshops, and/or conferences will be paid by the District.

Room keys will be issued and the classrooms available to returning teachers two (2) weeks prior to the students' first day of school, during regular work hours, Monday through Friday. Room keys will be collected during room check out on the last day of school, or the teacher may check out either of the following three weekdays.

~~KI. Commencing with the 2022-2023 school year~~ Academic Counselors at the high school and middle school will work 191 days (183 days plus eight (8) additional days). The scheduling of the eight (8) additional days will be agreed upon between the counselor and the site administrator. The eight (8) additional days will be scheduled during the fiscal year (July 1 to June 30).

LJ. Saturday School: Unit members shall not be required to attend, supervise, or prepare materials for Saturday School. Duties for Saturday School will be the responsibility of site administration and/or unit members hired and compensated for Saturday School instruction and supervision. Unit members will be available to offer general direction to Saturday School teachers. Compensation for Saturday School shall be at the hourly rate provided in Appendix B and will include two (2) hours of preparation time for each Saturday School session.

MK. Unit members shall not be required to attend school when schools are closed due to inclement weather by order of the administration.

NL. Nothing contained in this article shall be interpreted so as to prevent a unit member from attending meetings or performing additional duties in a manner consistent with his/her own sense of professional and ethical responsibility.

OM. Minimum Days: "Minimum days" are defined as school calendar days on which students attend school and are released at a scheduled time that is before the end of the regular calendar day.

On regular minimum days, unit members shall remain on campus or involved with school business as designated by the site administrator or designee until the end of the regular school day schedule with a lunch period and break available in accordance with Paragraph E of this Article. Unit members may leave campus at the end of the instructional day on minimum days scheduled prior to a vacation such as Thanksgiving, Christmas/New Year's Break, Spring Break, and summer vacation. This paragraph also applies to minimum days scheduled for evening professional obligations such as Back to School Night and Open House Night and days around scheduled Parent Conference Day(s).

ARTICLE XX CLASS SIZE

A. The District agrees to make every effort to adhere to the following maximums for students in classrooms:

Self-Contained Elementary Classroom Maximums

TK	24 TK class will be a maximum student-adult ratio of 12 10:1 and a maximum classroom enrollment of 24 students.
Kindergarten	24 students maximum
1st Grade	24 students maximum
2nd Grade	24 students maximum
3rd Grade	24 students maximum
4th Grade	28 students maximum
5th Grade	28 students maximum

6th Grade	28 students maximum
-----------	---------------------

Five or Six Period Teaching Day Secondary Classroom Maximums

6th-8th Grade	30 students maximum
9th-12th Grade	30 students maximum

Specialized Academic Instruction Classroom Maximums

Mild/Mod SDC	15 students maximum
Moderate/Severe SDC	12 students maximum
EDD	12 students maximum

Physical Education Classroom/ Session Maximums

Elementary PE	3 classes with at least 2 paraeducators assigned per session
Secondary PE	50 students per class for a five or six period teaching day in grades 6 through 12.

Independent Study Caseload Maximums

Independent Study	28 students maximum
-------------------	---------------------

SPED Caseloads

Mild/Moderate	15 students per caseload
Moderate/Severe	12 students per caseload
EDD	12 students per caseload
Resource Specialist	28 students per caseload

These maximums exclude music, choir, and other classes normally conducive to large group instruction as designated by the District and agreed to by the Association. The District will make reasonable efforts to balance PE class sizes.

1. In no event will the maximums be exceeded by more than two (2) students in a single class/section (with the exception of RSP and SLP teachers). Upon exceeding two students in any one class at a grade level, section, or subject, or more than the total of two students in every class at a grade level/subject, the District shall have 15 school days at the beginning of the school year and 10 school days the remainder of the year to post a new position. Additional classes shall be started within twenty (20) school days from the posting provided there is a qualified candidate who accepts the position.

B. In self-contained classes, class size in combination classes shall be four (4) less than the contract maximums.

C. ~~If at the end of the time periods as described in Paragraph A.1 of this Article a teacher still has more than the maximum number of students for that grade level, that~~ A teacher will be paid \$15.00 per excess student per day (if self-contained) or \$3.00 per excess student per period per day (if departmentalized) starting on day 9 (school days) 44 and continuing until the class size is lowered to the maximum for that grade level.

1. Students will be equally distributed. Students identified to receive specialized instruction, including but not limited to RSP, Speech, 504's and ELL students, shall be equally distributed among classes at the grade level, at the same site, in self-contained classrooms for other than ELL classes. This also includes students who have been identified as having excessive disciplinary issues. The District shall provide the Association with a report of student distribution for each classroom for a school site or site(s) within 10 days of a written request by the Association.

2. Co-Teaching (Inclusion) Classes

a. Co-teaching classes will be staffed with two (2) unit members. The District will attempt to limit students to no more than twelve (12) students with specialized academic instruction. In no event will there be more than fourteen (14) students who receive specialized academic instruction in a single class/section. In the event a class exceeds twelve (12) students with specialized academic instruction, the general education teacher will receive \$3.00 per excess student per period per day.

b. Students who receive specialized academic instruction will be equally distributed as close as possible among co-teaching classes.

c. Co-teaching classes will be distributed as equally as possible to all teachers within a department.

d. If a co-teacher is absent for more than 50% of a period, a substitute teacher will be provided. If a substitute is not available, the co-teacher who teaches alone will receive an hour of extra pay per period as stated in Appendix B.

e. Site administrators will make every effort to schedule the preparation period of co-teachers to be concurrent. If this is not possible, site administrators will dedicate at least one hundred twenty (120) minutes per month, during the contractual workday, co-teachers to plan, prepare and assess with their co-teaching partners.

3. Overage pay for permanently assigned students shall be paid monthly in accordance with regular overtime procedures. Overage pay shall be included

on all contractual workdays including but not limited to, Parent Conference Day, minimum days, and approved leave days described in Article VIII.

D. Independent study students may be assigned to a teacher in addition to the teacher's regular assignment. A maximum of five (5) students may be assigned to a teacher. The teacher shall be compensated one (1) hourly unit of extra duty assignment per week, per student, in accordance with Appendix B. Teachers with independent study assignments will be given priority over unit members in other positions when assigning extra students. Extra students will only be assigned when all other independent study caseloads are at 28 students. Extra students will be distributed equally to teachers.

E. One home hospital student is equal to five (5) independent study students (meeting 5 times per week) toward the caseload maximum (i.e., a teacher with 2 home hospital students will have a maximum of 18 additional independent study students). Teachers of home hospital students are required to meet with the student every school calendar day each week as the health of the student permits.

F. After school/~~instructional remediation~~ programs ~~such as reading academy and math academy~~ shall adhere to the following maximums:

<u>Program</u>	<u>Maximum</u>
Reading Academy	20 students per classroom
Math Academy	20 students per classroom
Credit Recovery	30 students per classroom
Tier III Interventionists	15 students per classroom

G. Caseloads for Resource Specialists shall not exceed 28 students in accordance with Education Code Section 56362. Each SDC class and RSP assignment shall have not less than one Paraeducator placed in the assignment. Should the caseload of an RSP teacher exceed the maximum of 28, the RSP teacher will be compensated \$15.00 per excess student per day. The overage pay will continue until the caseload no longer exceeds the maximum of 28. If a caseload exceeds 30 students at a school site, the excess caseload will be equitably distributed among the teachers in the SPED department at that site.

H. Caseloads for speech and language specialists shall not exceed 55 as required by Education Code Section 56363. Services may be provided by a Paraeducator under direct supervision by a credentialed language, speech, and hearing specialist. The SLP teacher shall be compensated \$3.00 per excess student per day. The overage pay shall continue until the caseload no longer exceeds the 55 maximum.

I. Caseloads for Special Day Class (SDC) shall not exceed the caseload maximum set forth in this Article. Each SDC class shall have not less than one (1) Paraeducator placed in the assignment. Should the caseload of an SDC teacher exceed the caseload maximum, the SDC teacher will receive \$15.00 per excess student per day. The overage pay will continue until the caseload no longer exceeds the

caseload maximum and the District will post for a new position. If an SDC teacher receives compensation for excess caseload, they will not be eligible for excess class size compensation for the same students causing the caseload overage pay.

ARTICLE XXI COMPENSATION

A. The Certificated Salary Schedule for the ~~2023-2024~~ 2024-2025 school year is attached as Appendix A. The ~~2023-2024~~ 2024-2025 Extra Pay Schedule is attached as Appendix B. The Salary Schedule in Appendix A reflects a ~~six percent (6.0%)~~ two and one-half percent (2.5%) increase over the ~~2023-2024~~ 2022-2023 Certificated Salary Schedule. In addition, unit members will receive a one time off-schedule base salary bonus of one and one-half percent (1.5%) ~~four percent (4%)~~ based on the ~~2023-2024~~ 2024-2025 Certificated Salary Schedule.

Column 0 on the Certificated Salary Schedules (Appendix A) will be removed effective with the 2024-2025 school year.

1. A unit member who has served as a full-time teacher in the District for fifteen (15) years shall receive a \$2,000 stipend annually to be paid beginning the 16th year of service. Unit members who have served in the District for 20 years shall receive a \$4,000 stipend annually to be paid beginning the 21st year of service. Unit members who have served in the District for twenty-five (25) years shall receive a \$6,000 stipend annually to be paid beginning the 26th year of service (see Appendix A).

2. Because of the unique nature of the assignment, unit members serving in full-time teaching assignments in classes designated as SDC (Special Day Classes), Speech Pathologist, RSP (Resource) and ED (Emotionally Disturbed) shall receive an annual stipend of \$3,000. The stipend does not apply to student supervision before or after the scheduled student day and does not waive the rights of the unit member as described in Article XIX (Hours and Days of Work).

3. Unit members in regular education teaching assignments, and any other certificated teaching assignment attending IEP, 504, SST and any District training required by the District, a site administrator, Director of Special Education, or Special Education Teacher, outside the contractual workday, or during preparation periods, shall receive compensation at the hourly rate as described in Appendix B. The unit member shall be given one (1) hour credit for each full hour and prorated credit for each fractional quarter hour. The unit member agrees to remain present during the entire IEP, ~~and 504 and SST~~ meeting except in situations of emergency or unforeseen circumstances. The unit member will receive one (1) hour credit for attending meetings that are cancelled at any time after the scheduled beginning time of the meeting. This

paragraph does not apply to Special Education teachers receiving the stipend referenced in Paragraph A.2. of this Article.

a. IEP, ~~and~~ 504 and SST meetings shall be scheduled to begin no more than sixty (60) minutes after the end of the regular scheduled workday. Unit members in general education assignments who are required to attend IEP, 504 and SST meetings shall be compensated for the time after the end of the scheduled workday and the conclusion of the meeting as described in this Article.

b. The unit member may request to be released if the IEP meeting lasts more than two hours. The unit member may be excused from the meeting with the parents' consent and provided that being excused will not conflict in any way with the IEP. This provision is only effective for meetings that occur outside the regular scheduled workday.

B – G: No Changes.

H. Initial column placement and advancement of CTE/ROP teachers on the salary schedule shall be determined by the following provisions:

Column	Education +	Experience
I	AA or Equivalent Units	3 Years
	BA/BS Degree	1 Year
II	AA or Equivalent Units	5 Years
	BA/BS Degree	2 Years
	BA/BS Degree + 15 Units	2 Years
III	AA or Equivalent Units	8 Years
	BA/BS Degree	5 Years
	BA/BS Degree + 30 Units	2 Years
IV	AA or Equivalent Units	10 Years
	BA/BS Degree	8 Years
	BA/BS Degree + 45 Units	2 Years
V	AA or Equivalent Units	13 Years
	BA/BS Degree	11 Years
	BA/BS Degree + 60 Units	2 Years
VI	AA or Equivalent Units	16 Years
	BA/BS Degree	14 Years
	BA/BS Degree + 60 Units	2 Years

1. A new unit member with previous work experience within the scope of the CTE/ROP teaching assignment will be given one (1) year of credit for every two (2) years verified work experience, to a maximum of ten (10) years, allowing placement on Step 11 of the appropriate column of Appendix A.

2. All CTE/ROP teachers must have or be working toward obtaining a **CTA CTE/ROP** single subject credential in accordance with the California Commission on Teacher Credentialing.

3. Procedures governing approval for salary advancement purposes shall be in accordance with Paragraph C of this Article. Additionally, units that may be applied for salary advancement for CTE/ROP teachers gained through approved professional development within the instructional field/expertise of the ROP teaching assignment.

4. One (1) semester credit hour shall be given for fifteen (15) contact hours in an approved program in accordance with CACDC, Title 5, Section 55002. Contact hours shall be defined as lecture or lab time in professional development or approved coursework in a specialized program related to a **CTA CTE/ROP** credential.

ARTICLE XXII HEALTH AND WELFARE BENEFITS

A. The District shall provide a maximum annual dollar contribution for each unit member and eligible dependents for health and welfare benefits. **For Beginning** the ~~2023-2024~~ **2024-2025** benefit plan year, the District's maximum health and welfare contribution shall be **up to** \$19,000 per unit member. The following benefit plan options are available:

Medical Plan Options:

1. Blue Cross Anthem (SISC) 100-C \$20 with a \$7-\$25 Rx.
2. Blue Cross Anthem (SISC) 80-E \$20 with a \$7-\$25 Rx
3. Kaiser (\$10 Office Visit and \$10 Rx)

Dental Plan Options:

1. Delta Dental (DD 1500; A 100/2000)
2. Anthem Dental (DHN 4000; Ortho 2000)

Vision Service Plan: (Signature C \$0)

Basic Life Insurance: (\$50,000 employee only)

Any premium amounts above the District's maximum annual dollar contribution shall be paid by the employee through payroll deduction in order to continue the insurance coverage.

B – G: No Changes.

ARTICLE XXIII MISCELLANEOUS PROVISIONS

A - G: No Changes.

H. After School Program (ASP). Assignment of classrooms for the After School Program is at the District's discretion. However, the District and the Association recognize the impact of having an ASP class in a teacher's regular room on planning and preparing for daily instruction. **Concerns about classroom issues should be reported by the teacher to site administration. Site administration will review the teacher complaint and follow-up with the ASES Coordinator. If the situation is not remedied, the teacher should send an email to the Assistant Superintendent of Educational Services (with copies to the Site Administrator and ASES Coordinator) for further assistance.** The District shall use the following guidelines in assigning classrooms for ASP classes:

1. Empty classrooms will be used first.
2. Teachers who volunteer their classroom will be used next.
3. If there are not enough volunteers for the number of ASP classes needed, classrooms will be assigned equitably using the following procedures:
 - a. Classrooms will be grouped together by grade level to match the grade levels needed by the ASP.
 - b. The ASP class will be assigned to the room with the teacher who has the least direct seniority in that group of classrooms.
 - c. Each year, the ASP class assignment will rotate to the room of the teacher with the next least district seniority, and so on.
 - d. If in subsequent years a different teacher with less seniority moves into the classroom group, the assignment will go to that teacher for the year unless that teacher had an ASP class within the last two (2) years. It will then rotate to the next teacher in line by seniority who did not host an ASP class in previous years.

e. To maintain an equitable distribution among the entire staff at the site, and in conjunction with the ASP Coordinator, the site administrator, may assign an ASP class to a room outside of the grade level group after everyone in the group has had ASP class in his/her classroom.

4. Teachers whose classroom will be utilized for ASP will be notified two (2) weeks prior to the start of student instruction.

ARTICLE XXIV SAVINGS

[Not Opened]

ARTICLE XXV WORK STOPPAGE

[Not Opened]

ARTICLE XXVI DURATION

A. This Agreement shall become effective upon ratification by the parties and continue in full force and effect until June 30, ~~2027~~ ~~2024~~, at which time it shall expire.

B. For the ~~2022-2023~~ ~~and 2023-2024~~ **2025-2026 and 2026-2027** school years, the parties may each reopen three articles, in addition to Articles XXI (Compensation) and XXII (Health and Welfare Benefits). The parties may reopen other articles to address new laws or changes in law affecting this Agreement.

C. To expedite the reopening process, the following procedures will apply.

1. The Association will make every effort to present its proposal to the Board at its first regularly scheduled meeting in March. The District will schedule a special meeting to be called within fifteen (15) calendar days to hold public hearing.

2. The District will present its counterproposal at its first regular meeting in April or within two weeks of the Association's proposal. A special meeting will be called within fifteen (15) calendar days to hold public hearings.

3. The parties shall commence negotiations as expeditiously as possible following satisfaction of public notice requirements.

4. In the event settlement of the issues is not achieved by the tenth (10th) negotiation session or within sixty (60) calendar days of the commencement of negotiations, the parties will enter a joint submission requesting mediation assistance from the appropriate state agency.

D. In the event of unforeseen circumstances such as changes in state law, negotiations may be reopened on the approval of both parties.

**ARTICLE XXVII
YEAR ROUND EDUCATION ADDENDUM**

[Not Opened]

**ARTICLE XXVIII
SABBATICAL LEAVE**

ARCHIVED

**ARTICLE XXIX
PEER ASSISTANCE AND REVIEW**

ARCHIVED

**ARTICLE XXX
CATASTROPHIC LEAVE**

CATASTROPHIC LEAVE BANK

A. Creation

1. The Association and the District agree to create the Rosamond Teachers' Association Catastrophic Leave Bank effective upon ratification of this Agreement. The Catastrophic Leave Bank shall be funded in accordance with the terms of section B. below.

2. Days in the Catastrophic Leave Bank shall accumulate from year to year.

3. Days shall be contributed to the Bank and withdrawn from the Bank without regard to the daily rate of pay of the Catastrophic Leave Bank participant.

4. The RTA Catastrophic Leave Bank shall be administered by a three (3) member Catastrophic Leave Bank Committee appointed by the President of the Association.

B. Eligibility and Contributions

1. All unit members on active duty with the District are eligible to contribute to RTA's Catastrophic Leave Bank.

2. Participation is voluntary, but requires contribution to the Bank. Only contributors will be permitted to withdraw from the Bank.

3. Unit members wishing to join the Catastrophic Leave Bank must do so no later than September 30th.

4. The contribution, on the appropriate form, will be authorized by the unit member and ~~renewed continued from year to year until canceled~~ by the unit member **each year. Cancellation occurs automatically whenever a unit member fails to make their annual contribution.**

~~5. Cancellation occurs automatically whenever a unit member fails to make his/her annual contribution or assessment. Cancellation, on the proper form, may be effected at any time and the unit member shall not be eligible to draw from the Bank as of the effective date of cancellation. Sick leave, previously authorized for contribution to the Bank, shall not be returned if the unit member effects cancellation.~~

5. Contributions shall be made between July 1 and **September 30** ~~October 1~~ of each school year. Unit members returning from extended leave, which included the enrollment period, and new hires will be permitted to contribute within thirty (30) calendar days of beginning work. The District shall supply enrollment forms for the Catastrophic Leave Bank to all new unit members and those unit members returning from leave.

6. The annual rate of contribution by each participating unit member for each school year shall be one (1) day of sick leave which shall be deemed to equate to the legal minimum required by Education Code 44043.5. Unit members that have accumulated sick leave, as defined in Article VIII, Paragraph B, will have the contribution for the Catastrophic Leave Bank taken from accumulated sick leave and will retain all ten (10) days of leave for the school year.

7. If the number of days in the Bank, at the beginning of a school year, exceeds 1,000, no contribution shall be required of returning unit members. Those unit members joining the Catastrophic Leave Bank for the first time, and those returning from leave shall be required to contribute one (1) day per year to the Bank until they have contributed at least three (3) days to the Bank.

8. Unit members who are retiring or leaving the employ of the district may contribute their unused sick leave to the Catastrophic Leave Bank.

C. Withdrawal from the Bank

1. Catastrophic Leave Bank participants, whose sick leave is exhausted, may withdraw from the Bank for catastrophic illness or injury. Catastrophic illness or injury shall be defined as any illness or injury that incapacitates the unit member (10) consecutive duty days or incapacitates a member of the unit member's family for over ten (10) consecutive duty days which requires the unit member to take time off work to care for that family member. If a reoccurrence or second illness or injury incapacitates a unit member or member of the unit member's family within twelve (12) months, it shall be deemed catastrophic after five (5) consecutive duty days. Thus, a participant who used the Bank after exhaustion of sick leave for twenty-five days to care for his/her spouse who dies of cancer, and, after returning to work suffers a heart attack, shall be deemed to have a second catastrophic illness and may again withdraw from the Bank after only five (5) consecutive duty days off work.

2. Catastrophic leave shall not be retroactive for more than fifteen (15) calendar days from the date of the application was received by the committee.

3. Participants must use all sick leave, as defined in Article VIII, Section B, available to them before becoming eligible for withdrawal from the Bank. Participants are then able to draw up to ~~82~~ 83 days of leave from the bank in increments not to exceed thirty (30) days in accordance with section 6 of this Paragraph. The District shall pay the participant full pay and the Bank shall be charged one (1) day. After the ~~82~~ 83 days, the participant will then qualify for the differential pay for an additional 100 days.

4. The first ten (10) duty days of illness or disability must be covered by the participant's own sick leave, or leave without pay the first time said participant qualifies for a withdrawal from the Bank. For subsequent withdrawals, within twelve (12) consecutive months, the first five (5) duty days of illness must be covered by the participant's own sick leave, or leave without pay.

5. If a participant is incapacitated, applications may be submitted to the committee by the participant's agent or member of the participant's family. **The catastrophic leave bank committee has the discretion to make exceptions to the provision C.2 in the case of an incapacitated participant.**

6. Withdrawals from the Catastrophic Leave Bank shall be granted in units of no more than thirty (30) duty days. Participants may submit requests for extensions of withdrawals as their prior grants expire. A participant's withdrawal

from the Bank may not exceed the statutory maximum period of twelve (12) consecutive months.

7. Participants applying to withdraw or extend their withdrawal from the Catastrophic Leave Bank will be required to submit a doctor's statement indicating the nature of the illness or injury and the probable length of absence from work. Members of the committee shall keep information regarding the nature of the illness confidential. A participant's withdrawal may not exceed the statutory maximum period of twelve (12) consecutive months.

8. If a participant has drawn thirty (30) Catastrophic Leave Bank days and requests an extension, the committee may require a medical review by a physician of the committee's choice at the participant's expense. The committee shall choose only a physician who qualifies under the District offered insurance policies. Refusal to submit to the medical review will terminate the participant's continued withdrawal from the Bank. The committee may deny an extension of the withdrawal from the Catastrophic Leave Bank based upon the medical report. The participant may appeal any termination under the procedures outlined in Section C. 13 below.

9. Leave from the Bank may not be used for illness or disability which qualify the participant for Worker's Compensation benefits unless the participant has exhausted all Worker's Compensation leave, his/her own sick leave and provided further that the member signs over any Worker's Compensation checks of temporary benefits to the District. If there are any Worker's Compensation checks signed over to the Board, the Bank will not be charged days, or if charged, will be reimbursed the number of days for which the Worker's Compensation payment is equivalent to regular day of pay at the negotiated rate for that participant. If the District challenges the Worker's Compensation claim, the participant may draw from the Bank, but upon settlement of the claim, the Bank shall be reimbursed the days by the District.

10. When the committee may reasonably presume that the applicant for a draw may be eligible for a Disability Award or Retirement under STRS or, if applicable, Social Security, the committee may request that the draw applicant apply for disability or retirement. Failure of the draw applicant to submit a complete application, including medical information provided by the applicant's physician, within twenty (20) calendar days will disqualify the applicant for further Catastrophic Leave Bank payments. Any requests for additional medical information from STRS or Social Security shall be submitted within ten (10) days of the participant's entitlement or Catastrophic Leave Bank payments will cease. Catastrophic Leave may not be used for:

- a. elective/cosmetic surgery.
- b. personal necessity leave.

c. pregnancy/maternity leave.

11. If the Catastrophic Leave Bank does not have sufficient days to fund a withdrawal request, the Committee is under no obligation to provide days and the District is under no obligation to pay the participant any funds whatsoever. If the committee denies a request for withdrawal, or an extension of withdrawal, because of insufficient days to fund the request, they shall notify the participant, in writing, of the reason for the denial.

12. Withdrawals shall become effective immediately upon exhaustion of sick leave or the waiting periods provided for in Sections B. 3 and C. 4, whichever is greater. For example, if a participant contributed when first eligible to contribute (Section B. 3) and had ten (10) days of accumulated sick leave when the illness began (Section C. 4), he/she shall begin withdrawing upon the eleventh (11th) duty day, if otherwise eligible. If the Participant had fifteen (15) days of sick leave at the beginning of the illness, he/she shall begin withdrawing days on the sixteenth (16th) duty day. If the participant had five (5) days of sick leave at the beginning of the illness, he/she shall begin withdrawing on the eleventh (11th) duty day.

13. Catastrophic Leave Bank participants who are denied a withdrawal or whose withdrawal is not renewed or is terminated may, within thirty (30) days of denial, appeal, in writing, to the Executive Board of the Association. The Executive Board of the Association shall hold a hearing within fifteen (15) duty days. The Executive Board shall issue a confidential written decision within fifteen (15) duty days of the hearing. If the participant's incapacitation does not allow participation in this appeal process, the participant's agent or member of the family may process the appeal.

D. ADMINISTRATION OF THE BANK

1. The Catastrophic Leave Bank committee shall have the responsibility of maintaining the records of the Catastrophic Leave Bank, receiving withdrawal requests, verifying the validity of requests, approving or denying the requests, and communicating its decisions, in writing, to the participants and to the District

2. The committee's authority shall be limited to administration of the Bank. The committee shall approve all properly submitted requests complying with the terms of this Article. Withdrawals may not be denied on the basis of type of illness or disability.

3. Applications shall be reviewed and decisions of the committee reported to the applicant, in writing, within ten (10) **work** days of receipt of the application.

4. The committee shall keep all records confidential and shall not disclose the nature of the illness, except as necessary to process the request for withdrawal, and defend against any appeal of denials.

5. By November 1 of each school year, the District shall notify the committee of the following:

- a. The total number of accumulated days in the Bank as of June 30th of the previous school year.
- b. The number of days contributed by the unit members for the current year.
- c. The names of participating unit members.
- d. The total number of days available in the Bank.

6. The District shall notify the committee ~~quarterly~~ **periodically by January 15th, March 15th and May 15th** of the following:

- a. The names of any additional unit members who have joined in accordance with Section B.
- b. The names of any unit members who have cancelled participation, in accordance with Section B.
- c. The total number of days in the Bank at the beginning of the previous **notification period** ~~quarter~~.
- d. The total number of days added to the Bank by new participants.
- e. The total number of days awarded during the previous **quarter period** and to whom they were awarded.
- f. The total number of days remaining in the Bank on the last day of the **notification period** ~~quarter~~.

7. Any dispute between the committee and the District, as to the accounting of Catastrophic Leave Bank days, shall be immediately submitted to Binding Arbitration without the need to follow the earlier steps of the Grievance Procedure, as per Article XV. The Association and the District will meet in an attempt to resolve and/or clarify the issue(s) before proceeding to Arbitration.

8. If the Catastrophic Leave Bank is terminated, for any reason, the days remaining in the Bank shall be returned to the then current members of the Bank proportionately.

9. For the first year of implementation of this Catastrophic Leave Bank, unit members volunteering to participate in the Bank will complete the necessary forms to contribute their first day of sick leave. This day shall be added to the Bank as soon as possible and will be available for use as administered pursuant to this policy.

**ARTICLE XXXI
JOB SHARING**

[Not Opened]

**ARTICLE XXXII
ALTERNATIVE EDUCATION**

~~(The Association proposes new language to provide for programs and work requirements in Alternative Education. The proposal for the language will be adopted from program recommendations being developed by the District and teachers at Alternative Education.)~~

APPENDIX B: Proposed by the District on June 4, 2025 (attached).

APPENDIX D: The District agrees to correctly spell "Teacher's Signature" as requested on page 6 of 5 on RTA's Proposal 1. Appendix D will reflect page numbering of 1 of 6 through 6 of 6. [TA]

OTHER MATTERS

The Parties agree to cooperate in preparing a final agreement that will contain the agreements set forth in this Tentative Agreement. The Parties acknowledge and agree that there may be certain language clean-up of a non-substantive nature that will be corrected in the final agreement. The Parties must mutually agree to any clean-up requests or the change shall not be made.

1. All other terms and conditions of the 2021-2024 Collective Bargaining Agreement shall remain unchanged.
2. Retroactive compensation shall apply to base salary and Appendix B.
3. To be eligible for retroactive compensation and the off-schedule bonus, a unit member must be employed by the District on the date of the Association's ratification of this Tentative Agreement.
4. This Tentative Agreement is entered into pursuant to the provisions of Sections 3540-3549 of the California Government Code.

This Tentative Agreement is subject to ratification by the Rosamond Teachers' Association membership and approval by the Southern Kern Unified School District Board of Trustees.

RECOMMENDED FOR RATIFICATION

**SOUTHERN KERN UNIFIED
SCHOOL DISTRICT**

June 4, 2025



Barbara Gaines
Superintendent

**ROSAMOND TEACHERS'
ASSOCIATION**

June 4, 2025



Ed Shevlin
RTA President

APPENDIX A

(July 1, 2024 through June 30, 2025 Certificated Salary Schedule)

APPENDIX A-1

(July 1, 2024 through June 30, 2025 Guidance Counselor Salary Schedule)

SOUTHERN KERN UNIFIED SCHOOL DISTRICT

CERTIFICATED SALARY SCHEDULE

2024-2025 School Year 2.50% Increase

183 Days & 187 New Teachers	1	2	3	4	5	6
	BA	BA+15	BA+30	BA+45 MA	BA+60 MA+15	BA+75 MA+30
STEP						
1	<u>54,770</u> 4,979.12	<u>57,777</u> 5,252.47	<u>60,970</u> 5,542.71	<u>64,160</u> 5,832.69	<u>67,352</u> 6,122.93	<u>70,545</u> 6,413.17
2	<u>57,579</u> 5,234.42	<u>60,586</u> 5,507.84	<u>63,776</u> 5,797.82	<u>66,969</u> 6,088.06	<u>70,161</u> 6,378.31	<u>73,354</u> 6,668.55
3	<u>60,200</u> 5,472.71	<u>63,392</u> 5,762.95	<u>66,587</u> 6,053.33	<u>69,776</u> 6,343.31	<u>72,968</u> 6,633.42	<u>76,162</u> 6,923.80
4	<u>63,010</u> 5,728.22	<u>66,203</u> 6,018.46	<u>69,394</u> 6,308.58	<u>72,584</u> 6,598.55	<u>75,777</u> 6,888.80	<u>78,969</u> 7,179.04
5	<u>65,818</u> 5,983.46	<u>69,679</u> 6,334.48	<u>72,902</u> 6,627.41	<u>76,125</u> 6,920.47	<u>79,349</u> 7,213.53	<u>82,571</u> 7,506.46
6	<u>68,626</u> 6,238.71	<u>71,817</u> 6,528.82	<u>75,010</u> 6,819.06	<u>78,201</u> 7,109.17	<u>81,392</u> 7,399.28	<u>84,586</u> 7,689.66
7		<u>74,628</u> 6,784.33	<u>77,816</u> 7,074.17	<u>81,009</u> 7,364.42	<u>84,203</u> 7,654.79	<u>87,394</u> 7,944.91
8			<u>80,625</u> 7,329.55	<u>83,818</u> 7,619.80	<u>87,008</u> 7,909.77	<u>90,202</u> 8,200.15
9			<u>83,434</u> 7,584.93	<u>86,625</u> 7,875.04	<u>89,815</u> 8,165.02	<u>93,011</u> 8,455.53
10				<u>89,433</u> 8,130.28	<u>92,626</u> 8,420.53	<u>95,818</u> 8,710.77
11				<u>92,244</u> 8,385.79	<u>95,432</u> 8,675.64	<u>98,626</u> 8,966.01
12					<u>98,241</u> 8,931.02	<u>101,434</u> 9,221.26
13					<u>101,049</u> 9,186.26	<u>104,243</u> 9,476.64
14						<u>107,051</u> 9,731.88
18						<u>109,860</u> 9,987.26
22						<u>112,668</u> 10,242.50
26						<u>115,474</u> 10,497.61
Longevity for completion of District Service:						
15 Years	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00
20 Years	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00
25 Years	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00
Master's Stipend				2,000.00	2,000.00	2,000.00
National Board Certification						2,500.00
Certification of Clinical Competence from the American Association of Speech and Hearing						2,500.00

SOUTHERN KERN UNIFIED SCHOOL DISTRICT

GUIDANCE COUNSELOR SALARY SCHEDULE

2024-2025 School Year 2.5% Increase

191 Days	1	2	3	4	5	6
STEP	BA	BA+15	BA+30	BA+45 MA	BA+60 MA+15	BA+75 MA+30
1	<u>57,178</u> 5,197.98	<u>60,317</u> 5,483.34	<u>63,650</u> 5,786.35	<u>66,980</u> 6,089.07	<u>70,313</u> 6,392.07	<u>73,646</u> 6,695.07
2	<u>60,110</u> 5,464.50	<u>63,249</u> 5,749.95	<u>66,579</u> 6,052.67	<u>69,912</u> 6,355.67	<u>73,245</u> 6,658.67	<u>76,578</u> 6,961.67
3	<u>62,846</u> 5,713.27	<u>66,179</u> 6,016.27	<u>69,514</u> 6,319.41	<u>72,843</u> 6,622.14	<u>76,175</u> 6,925.00	<u>79,510</u> 7,228.14
4	<u>65,780</u> 5,980.01	<u>69,113</u> 6,283.01	<u>72,445</u> 6,585.88	<u>75,775</u> 6,888.60	<u>79,108</u> 7,191.60	<u>82,441</u> 7,494.60
5	<u>68,711</u> 6,246.47	<u>72,043</u> 6,549.34	<u>75,374</u> 6,852.20	<u>78,707</u> 7,155.20	<u>82,040</u> 7,458.20	<u>85,372</u> 7,761.07
6	<u>71,642</u> 6,512.94	<u>74,974</u> 6,815.80	<u>78,307</u> 7,118.80	<u>81,638</u> 7,421.67	<u>84,970</u> 7,724.53	<u>88,304</u> 8,027.67
7		<u>77,908</u> 7,082.54	<u>81,236</u> 7,385.13	<u>84,569</u> 7,688.13	<u>87,904</u> 7,991.27	<u>91,235</u> 8,294.13
8			<u>84,169</u> 7,651.73	<u>87,502</u> 7,954.73	<u>90,832</u> 8,257.46	<u>94,167</u> 8,560.60
9			<u>87,102</u> 7,918.33	<u>90,433</u> 8,221.19	<u>93,763</u> 8,523.92	<u>97,099</u> 8,827.20
10				<u>93,364</u> 8,487.66	<u>96,697</u> 8,790.66	<u>100,030</u> 9,093.66
11				<u>96,298</u> 8,754.40	<u>99,627</u> 9,056.98	<u>102,961</u> 9,360.13
12					<u>102,559</u> 9,323.59	<u>105,892</u> 9,626.59
13					<u>105,491</u> 9,590.05	<u>108,825</u> 9,893.19
14						<u>111,756</u> 10,159.66
18						<u>114,689</u> 10,426.26
22						<u>117,620</u> 10,692.72
26						<u>120,550</u> 10,959.05

Longevity for completion of District Service:

15 Years	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00
20 Years	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00
25 Years	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00

Master's Stipend	2,000.00	2,000.00	2,000.00
National Board Certification	2,500.00		
Certification of Clinical Competence from the American Association of Speech and Hearing	2,500.00		

APPENDIX B

(July 1, 2024 through June 30, 2025 Certificated Stipend Schedule)

EXTRA-DUTY PAY SCHEDULE

Period Substitute	\$55 per hour
Other District Assignments	\$70 per hour
Training/Staff Development	\$70 per hour
Master's Degree	\$2,000 annually
National Board Certification	\$2,500 annually
Certificate of Clinical Competence from The American Association of Speech and Hearing	\$2,500 annually
Preschool Assignment (double session)	\$8,000 annually

*Period Substitute rate will be for first five (5) periods of coverage in a semester. Each additional five (5) periods of coverage shall be increased by \$10 in that same semester to a maximum of \$85 per hour.

<u>SPECIAL SERVICES</u>	<u>Percent of Column 2/Step 1 on Certificated Salary Schedule</u>
AVID District Director	6.5%
Band Director	8%
Middle School Band Director	8%
Newspaper Advisor	5%
ELL Coordinator	3%
Middle School ASB Advisor	6.5%
Yearbook Advisor	6%
Robotics Advisor	6%
High School Theater Director	8%
Mathlete Advisor	3%
Academic Decathlon	3%
Science Fair Coordinator	2%
Oral Language Festival	3%
Spelling Bee Coordinator	1%
High School Activities Director	9.5%
<u>Class Advisor (2/class)</u>	
Freshman	2%
Sophomore	2%
Junior	3%
Senior	3%
Department Chairperson (Sections 1-12)	2.5%
Department Chairperson (Sections 13-23)	5%
Department Chairperson (Sections over 23)	7.0%

SPECIAL SERVICES (Continued)	Percent of Column 2/Step 1 on Certificated Salary Schedule (Continued)
Mock Trial	3%
Elementary Grade Level Chairperson (per site)	7%
Elementary Special Education Grade Level Chairperson (per site)	7%
Enrichment Programs/Academic Club Advisors	2%
Agriculture Teachers FFA Advisor	\$2,500
Livestock Show Team Advisor	\$2,500
Site Test Coordinator	2%
After School Instructor	8%
Dance Coordinator	4%
Flag Coach	4%
Induction support Provider (per beginning teacher)	4%
Induction Support Consultant	\$1,000
Mentor Teacher (per teacher)	2%
SST Coordinator	12%
Intervention Teacher	12%
Credit Retrieval Teacher	12%
High School Athletic Director	9.5%
Middle School Athletic Coordinator	7%
RHS Basketball Shot Clock Operator	\$25/game

2024-2025 CLASSIFIED SALARY SCHEDULE 2.5% INCREASE

CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12
B	23.94	24.90	25.83	26.73	27.64	28.54	29.40	30.28	31.19	32.13	33.09	34.08
C	17.81	18.52	19.26	20.03	20.83	21.67	22.32	22.97	23.68	24.39	25.12	25.87
D	22.93	23.81	24.74	25.69	26.61	27.52	28.35	29.18	30.07	30.97	31.90	32.86
L	20.68	21.55	22.56	23.43	24.44	25.44	26.20	26.99	27.80	28.63	29.49	30.37
D	22.93	23.81	24.75	25.69	26.61	27.52	28.35	29.18	30.07	30.96	31.90	32.86
NN	23.93	24.90	25.79	26.79	27.72	28.67	29.54	30.42	31.33	32.27	33.24	34.24
E	27.76	28.32	28.98	29.59	30.19	31.36	32.30	33.27	34.27	35.32	36.35	37.44
F	31.88	33.61	35.38	37.14	38.85	40.57	41.78	43.04	44.33	45.66	47.03	48.44
G	18.02	18.90	19.86	20.81	21.71	22.62	23.19	24.07	25.00	25.94	26.86	27.77
H	18.04	18.93	19.89	20.83	21.73	22.65	23.22	24.10	25.02	25.97	26.89	27.80
I	26.32	27.73	29.06	30.79	32.46	34.21	35.23	36.29	37.38	38.50	39.66	40.84
J	26.34	27.96	29.63	31.38	33.05	34.78	35.83	36.91	38.01	39.15	40.33	41.54
J	26.34	27.96	29.63	31.38	33.05	34.78	35.83	36.91	38.01	39.15	40.33	41.54
S	35.77	37.25	38.73	40.27	41.88	43.56	44.87	46.21	47.60	49.03	50.50	52.01
K	17.63	18.34	19.07	19.83	20.63	21.45	22.10	22.76	23.44	24.14	24.87	25.61
PP	17.77	18.52	19.26	20.00	20.82	21.61	22.26	22.93	23.62	24.32	25.05	25.81
RR	20.27	21.08	21.92	22.80	23.71	24.66	25.40	26.16	26.94	27.76	28.58	29.44
M	22.91	23.81	24.74	25.65	26.58	27.51	28.34	29.18	30.06	30.96	31.90	32.85
C	17.81	18.52	19.26	20.03	20.83	21.67	22.32	22.97	23.68	24.39	25.12	25.87
N	18.06	18.82	19.53	20.25	20.98	21.73	22.39	23.06	23.75	24.46	25.20	25.95
O	18.57	19.32	20.04	20.82	21.55	22.30	22.97	23.66	24.37	25.09	25.85	26.63
O	18.57	19.32	20.04	20.82	21.55	22.30	22.97	23.66	24.37	25.09	25.85	26.63
P	18.93	19.69	20.49	21.31	22.04	22.82	23.51	24.21	24.94	25.68	26.46	27.25
Q	26.31	27.60	29.34	31.00	32.75	34.29	35.32	36.38	37.47	38.60	39.76	40.95
R	27.09	28.18	29.31	30.48	31.70	32.97	33.95	34.98	36.02	37.11	38.22	39.37
R	27.09	28.18	29.31	30.48	31.70	32.97	33.95	34.98	36.02	37.11	38.22	39.37
T	18.80	19.75	20.53	21.45	22.42	23.43	24.14	24.86	25.61	26.37	27.17	27.98
U	23.80	24.78	25.83	26.87	27.92	29.04	29.91	30.81	31.73	32.68	33.66	34.67
X	18.16	18.89	19.64	20.43	21.25	22.10	22.98	23.90	24.85	25.85	26.88	27.96

Educational Increment Pay

Voc	60-90	91-124	125-154	155+
Trng/Cert	0.50	0.80	1.00	1.20
Units per hour	0.40	0.60	1.00	1.20
12 mos/8 hrs	835.20	1,252.80	2,088.00	2,505.60

Longevity - Beginning of Service Year

6th year	11th year	16th year	21st year	26th year	31st year
1.00	1.75	2.25	3.00	3.50	4.50
2088.00	3,654.00	4,698.00	6,254.00	7,308.00	9,396.00

2024-2025 CLASSIFIED SALARY SCHEDULE 2.5% INCREASE

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12
CLASSIFICATION												
Y Receptionist - 12 month	17.63	18.34	19.07	19.83	20.63	21.45	22.10	22.76	23.44	24.14	24.87	25.61
Z Clerk, Office - 190 days	17.93	18.64	19.39	20.16	20.97	21.80	22.68	23.59	24.53	25.51	26.53	27.33
AA Clerk, ASB - 190 days	18.04	18.77	19.51	20.30	21.11	21.95	22.83	23.74	24.69	25.68	26.71	27.51
BB Clerk, Human Resources - 12 month	18.16	18.89	19.64	20.43	21.24	22.10	22.98	23.90	24.85	25.85	26.88	27.69
CC Clerk, Attendance - 190 days	20.20	20.94	21.78	22.61	23.42	24.25	25.02	25.78	26.55	27.35	28.18	29.02
DD Secretary, Alternative Education - 12 month	20.90	21.73	22.55	23.40	24.25	25.02	25.78	26.55	27.35	28.18	29.02	29.89
DD Secretary, Maintenance - 12 month	20.90	21.73	22.55	23.40	24.25	25.02	25.78	26.55	27.35	28.18	29.02	29.89
DD Human Resources Technician	20.90	21.73	22.55	23.40	24.25	25.02	25.78	26.55	27.35	28.18	29.02	29.89
DD Coord of Adult & College Education - 11 month	21.73	22.57	23.45	24.31	25.18	26.04	26.82	27.63	28.46	29.31	30.19	31.10
EE District Attendance Coordinator - 11 month	23.68	24.74	25.84	26.95	28.05	29.14	30.23	31.32	32.41	33.38	34.38	35.41
FF Secretary, Principal - 11 month	23.68	24.74	25.84	26.95	28.05	29.14	30.23	31.32	32.41	33.38	34.38	35.41
FF Secretary, High School Principal - 12 month	32.20	33.20	34.23	35.29	36.39	37.52	38.65	39.81	41.00	42.22	43.50	44.81
OO College & Career Coordinator - 12 month	34.69	35.91	37.16	38.45	39.80	41.19	42.42	43.70	45.01	46.36	47.75	49.18
QQ Secretary, Alt Ed Principal - 12 month	24.04	25.10	26.20	27.31	28.41	29.50	30.69	31.91	32.87	33.86	34.87	35.92
GG Administrative Assist, Ed Services - 12 mth	24.04	25.10	26.20	27.31	28.41	29.50	30.69	31.91	32.87	33.86	34.87	35.92
GG Community Engagement Specialist, CCSPP - 12 mth	23.68	24.74	25.84	26.95	28.05	29.14	30.23	31.32	32.41	33.38	34.38	35.41
HH Administrative Assist, Sp Ed - 11 month	26.95	27.55	28.14	28.71	29.31	30.44	31.35	32.29	33.26	34.26	35.29	36.35
II Disaster & Emergency Services Coord - 12 month	20.20	20.94	21.78	22.61	23.42	24.25	24.97	25.72	26.50	27.29	28.11	28.95
CC District Enrollment Coordinator - 12 month	29.14	29.77	30.42	31.06	31.71	32.52	33.50	34.49	35.54	36.60	37.69	38.83
JJ Coordinator Categorical Programs - 195 days	29.69	30.92	32.10	33.29	34.47	35.67	36.74	37.85	38.98	40.15	41.36	42.60
KK Food Service Supervisor - 11 month	20.20	20.94	21.78	22.61	23.42	24.25	24.97	25.72	26.50	27.29	28.11	28.95
LL Media/Library Technician - 190 days	20.63	21.55	22.46	23.39	24.30	25.22	25.98	26.76	27.56	28.38	29.24	30.11
MM Computer Technician - 11 month	23.93	24.90	25.79	26.79	27.72	28.67	29.54	30.42	31.33	32.27	33.24	34.24
NN Information Systems Technician - 11 month	32.20	33.20	34.23	35.29	36.39	37.52	38.65	39.81	41.00	42.22	43.50	44.81
OO Systems Administrator - 12 month	35.42	36.84	38.31	39.85	41.44	43.10	44.82	46.62	48.48	50.42	52.44	54.53
SS Technology Coordinator - 12 month												

Educational Increment Pay

Longevity - Beginning of Service Year		Educational Increment Pay	
6th year	11th year	Units	Voc Trng/Cert
1.00	1.75	31 - 59	60-90
2088.00	3,654.00	per hour	91-124
	4,698.00	0.40	125-154
	6,264.00	0.50	155+
	7,308.00	0.60	
Per Hour		0.80	
12 mos/8 hrs		1,044.00	
		1,252.80	
		1,670.40	
		2,088.00	
		2,505.60	

As Of: 7/1/2024

Board Approved:

(2.50% Increase 2024-25 RTA Me Too)
New position Technology Coordinator

SOUTHERN KERN UNIFIED SCHOOL DISTRICT
CERTIFICATED ADMINISTRATION & CLASSIFIED MANAGEMENT
SALARY SCHEDULE

2024-2025 2.5% Increase

CERTIFICATED	STEP	STEP	STEP	STEP	STEP	WORK DAYS
	I	II	III	IV	V	
ASSOCIATE SUPERINTENDENT, HUMAN RESOURCES	143,430	150,601	156,626	162,107	167,780	225
CHIEF BUSINESS OFFICER	137,914	143,430	150,601	156,626	162,107	261*
ASSISTANT SUPERINTENDENT EDUCATIONAL SERVICES SPECIAL EDUCATION & PUPIL PERSONNEL	137,914	143,430	150,601	156,626	162,107	220
DIRECTOR, CERTIFICATED EDUCATIONAL SUPPORT PROGRAMS TECHNOLOGY & INSTRUCTIONAL SUPPORT	136,183	141,630	147,296	153,187	159,315	220
PRINCIPAL HIGH SCHOOL MIDDLE SCHOOL ELEMENTARY & ALTERNATIVE EDUCATION	135,102 126,152 119,460	140,506 131,198 124,238	146,127 136,446 129,208	151,972 141,903 134,376	158,050 147,580 139,751	220
ASSISTANT PRINCIPAL HIGH SCHOOL ELEMENTARY & MIDDLE SCHOOL	110,260 106,019	114,671 110,260	119,258 114,670	124,028 119,258	128,989 124,027	215 210
COORDINATOR SPECIAL EDUCATION BEHAVIORAL HEALTH	106,019 106,019	110,260 110,260	114,670 114,670	119,258 119,258	124,027 124,027	200
OCCUPATIONAL THERAPIST	99,616	103,601	107,745	112,055	116,537	200
SCHOOL PSYCHOLOGIST	90,670	95,204	99,965	104,962	110,210	
BOARD CERTIFIED BEHAVIOR ANALYST	90,670	95,204	99,965	104,962	110,210	
CREDENTIALLED SCHOOL NURSE	85,367	88,782	92,333	96,027	99,868	205
SOCIAL EMOTIONAL LEARNING SPECIALIST	90,670	95,204	99,965	104,962	110,210	200
MENTAL HEALTH THERAPIST	90,670	95,204	99,965	104,962	110,210	
MFT and SCHOOL PSYCHOLOGIST INTERN	59,755	62,992				

MASTER'S STIPEND	\$2,000.00		
LONGEVITY STIPEND	15 years	20 years	25 years
	\$2,000.00	\$4,000.00	\$6,000.00

* Per (EC §) 45108.5 Senior Management employees are in the classified service. As such, Senior Management entitlements such as holiday and such as holiday and vacation are applicable. The CBO position is entitled to 15 paid holidays and 26 vacation days.

CLASSIFIED	STEP	STEP	STEP	STEP	STEP	WORK DAYS
	I	II	III	IV	V	
DIRECTOR, MAINTENANCE & OPERATIONS	90,677.25 43.43	94,285.28 45.16	97,893.31 46.88	101,410.57 48.57	104,995.91 50.29	261
DIRECTOR, HUMAN RESOURCES	90,677.25 43.43	94,285.28 45.16	97,893.31 46.88	101,410.57 48.57	104,995.91 50.29	
DIRECTOR, TRANSPORTATION	90,677.25 43.43	94,285.28 45.16	97,893.31 46.88	101,410.57 48.57	104,995.91 50.29	
ACCOUNTANT	88,975.35 42.61	92,515.31 44.31	96,055.26 46.00	99,595.21 47.70	103,135.17 49.39	
ASSISTANT DIRECTOR OF MAINT & OPERATIONS	79,444.71 38.05	82,621.59 39.57	85,911.93 41.15	89,361.12 42.80	92,969.15 44.53	
GRANT COORDINATOR, CALIFORNIA COMMUNITY SCHOOLS PARTNERSHIP PROGRAM	79,444.71 38.05	82,621.59 39.57	85,911.93 41.15	89,361.12 42.80	92,969.15 44.53	

EDUCATIONAL UNITS	30-59 0.40	60-90 0.60	91-124 0.80	125-154 1.00	155+ 1.20	an hour
LONGEVITY	6th year 1.00	11th year 1.75	16th year 2.25	21st year 3.00	26th year 3.50	31st year 4.50 an hour
VACATION	0-10 years	11+ years	24 days 29 days			

**SOUTHERN KERN UNIFIED SCHOOL DISTRICT
CONFIDENTIAL & SUPERVISORY SALARY SCHEDULE
2024-2025 - 2.50% Increase**

POSITION	STEP						STEP VI
	I	II	III	IV	V	VI	
SUPERINTENDENT'S EXECUTIVE SECRETARY	88,566.90 42.42	91,380.71 43.76	94,217.21 45.12	97,076.40 46.49	99,890.21 47.84	102,749.40 49.21	
SUPERVISOR, HUMAN RESOURCES	79,149.72 37.91	82,303.90 39.42	85,503.48 40.95	89,020.74 42.63	92,560.69 44.33	96,282.18 46.11	
SUPERVISOR, TECHNOLOGY	67,849.10 32.49	70,572.14 33.80	73,340.56 35.12	76,086.29 36.44	78,763.95 37.72	81,555.07 39.06	
SUPERVISOR, TRANSPORTATION	69,891.38 33.47	72,705.19 34.82	75,541.69 36.18	78,355.50 37.53	81,123.92 38.85	84,005.80 40.23	
SUPERVISOR, FOOD SERVICE	69,891.38 33.47	72,705.19 34.82	75,541.69 36.18	78,355.50 37.53	81,123.92 38.85	84,005.80 40.23	
ACCOUNTING CLERK I	63,015.70 30.18	65,625.28 31.43	68,257.55 32.69	70,867.13 33.94	73,499.41 35.20	76,449.37 36.61	
HUMAN RESOURCES SPECIALIST	64,762.98 31.02	67,122.95 32.15	69,641.77 33.35	72,228.65 34.59	74,883.62 35.86	77,606.66 37.17	
ACCOUNTING / PAYROLL TECHNICIAN	59,411.95 28.45	61,958.79 29.67	64,484.23 30.88	67,073.87 32.12	69,535.10 33.30	72,253.15 34.60	
PAYROLL TECHNICIAN	55,795.01 26.72	58,299.05 27.92	60,717.47 29.08	63,221.51 30.28	65,575.73 31.41	68,058.36 32.60	

261 Day Work Calendar

EDUCATIONAL UNITS 31-59 0.20 60-90 0.30 91-124 0.40 125-154 0.50 155+ 0.60 an hour

LONGEVITY 6th yr 1.00 11th yr 1.75 16th yr 2.25 21st yr 3.00 26th yr 3.50 31st yr 4.50 an hour

VACATION	
beginning	0-9 years 24.00 days annually
completed	10 years 29.00 days annually

As Of: 7/1/2024

Board Approved:

ARCHITECTURAL SERVICES MASTER AGREEMENT

This AGREEMENT is made and entered into this 19th day of June in the year 2025 by and between the SOUTHERN KERN UNIFIED SCHOOL DISTRICT, hereinafter referred to as "DISTRICT," and Flewelling & Moody, Inc., hereinafter referred to as "ARCHITECT." This AGREEMENT shall include all terms and conditions set forth herein. The DISTRICT and the ARCHITECT are sometimes referred to herein individually as a "PARTY" and collectively as the "PARTIES." This Agreement is made with reference to the following facts:

WHEREAS, DISTRICT desires to obtain architectural services for such works that require Services to be provided by Architect in connection with the school sites described and specified in each *Project Work Authorization* issued to the Architect, hereinafter collectively referred to as the "PROJECT"; and

WHEREAS, The PROJECT consists of such works that require Services to be provided by Architect in connection with the school sites described and specified in each *Work Authorization* issued to the Architect hereunder; and

WHEREAS, ARCHITECT understands that state funding for a PROJECT is a condition precedent to the effectiveness of this AGREEMENT. If state funding is not received for a PROJECT, this AGREEMENT may be voided by the DISTRICT except to the extent services have been rendered pursuant to the approval of the DISTRICT's Board; and

WHEREAS, ARCHITECT is fully licensed to provide architectural services in conformity with the laws of the State of California;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I - ARCHITECT'S SERVICES AND RESPONSIBILITIES

1. The ARCHITECT's services shall consist of those services performed by the ARCHITECT, ARCHITECT's employees and ARCHITECT's consultants, as set forth herein.

2. The ARCHITECT's services shall be performed in a manner which is consistent with professional skill and care and the orderly progress of the work. The ARCHITECT represents that he/she will follow the standards of his/her profession in performing all services under this AGREEMENT. Upon request of the DISTRICT, the ARCHITECT shall submit for the DISTRICT's approval a schedule for the performance of the ARCHITECT's services. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the Parties and shall include allowances for time required for the DISTRICT's review and for approval by authorities having jurisdiction over the PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the ARCHITECT.

3. The schematic design, design development and construction document services covered by this AGREEMENT shall be completed and submitted to the DISTRICT on or before a date to be agreed upon in writing by the DISTRICT. The construction document services covered by this AGREEMENT shall be completed and submitted to the Division of the State Architect ("DSA") for review and approval on or before a date to be agreed upon in writing by the DISTRICT.

4. If the PROJECT includes the replacement or repair of more than 25% of a roof or the replacement or repair of a roof that has a total cost of more than \$21,000, the ARCHITECT shall comply with the requirements set forth in Public Contract Code section 3000, et seq., including signing the required certification.

ARTICLE II - SCOPE OF ARCHITECT'S SERVICES

1. The ARCHITECT shall provide to the DISTRICT, on the terms herein set forth, all of the architectural, design and/or engineering services necessary to complete the PROJECT. The ARCHITECT's services shall include those described in this Article, and include all structural, civil, mechanical, plumbing and electrical engineering and landscape architecture services and any other services necessary to produce a reasonably complete and accurate set of "Construction Documents" defined as including, but not limited to, the following: The contract between the DISTRICT and the "Contractor" awarded the PROJECT (the "Contract"), general and supplementary conditions of the Contract between the DISTRICT and Contractor, drawings, specifications, Addenda, Revisions and other documents listed in the Contract, and modifications issued after execution of the Contract between the DISTRICT and Contractor.
2. The ARCHITECT shall assist the DISTRICT in obtaining required approvals from governmental agencies (for both on and off-site approvals) and any other entities including, but not limited to, those responsible for electrical, gas, water, sanitary or storm sewer, telephone, cable/TV, internet providers, public utilities, the fire department, as well as the County Health Department, California Department of Education ("CDE"), the Office of Public School Construction ("OPSC"), and the DSA. If necessary, the ARCHITECT shall secure preliminary agency approvals and notify the DISTRICT in writing as to the actions the DISTRICT must take to secure formal approvals.
3. The ARCHITECT shall be responsible for determining and verifying the capacity of existing utilities, and/or for any design or documentation required to make points of connection to existing utility services that may be located on or off the PROJECT site and which are required for the PROJECT.
4. The ARCHITECT shall provide a PROJECT description which includes the DISTRICT's needs, program, and the requirements of the PROJECT prior to preparing preliminary designs for the PROJECT.
5. The ARCHITECT shall help determine phasing of the PROJECT to most efficiently and timely complete the PROJECT. This includes phasing the PROJECT in order to obtain Incremental Approvals.
6. The ARCHITECT shall provide a written preliminary evaluation of the DISTRICT's PROJECT, schedule, and construction budget requirements. Such evaluation shall include alternative approaches to design and construction of the PROJECT, evaluation and application of educational specification requirements under Education Code Section 17251 and under Title 5 California Code of Regulations, Section 14000, etseq.

7. The ARCHITECT shall provide planning surveys, site evaluations and comparative studies of prospective sites, buildings, or locations, if requested.

8. The ARCHITECT shall attend regular PROJECT coordination meetings between the ARCHITECT, its Consultants, the DISTRICT's representative(s), and other Consultants of the DISTRICT during PROJECT development.

9. The ARCHITECT shall make revisions in Drawings, Specifications, the PROJECT Manual, or other documents when such revisions are necessary due to the ARCHITECT's failure to comply with approvals or instructions previously given by the DISTRICT, including revisions made necessary by adjustments in the DISTRICT's program or PROJECT Budget.

10. The ARCHITECT shall provide services required due to programmatic changes in the PROJECT including, but not limited to, size, quality, complexity, method of bidding or negotiating the contract for construction. The ARCHITECT shall be prepared to prioritize and prepare a priority list to address critical Program and PROJECT needs as opposed to optional items that may be dropped if there is inadequate Budget for the PROJECT.

11. The ARCHITECT shall provide services in connection and collaboration with the work of a Program and Construction Manager or separate consultants retained by DISTRICT.

12. The ARCHITECT shall provide detailed estimates of PROJECT's construction costs at no additional cost to DISTRICT as further described in Articles V and VI.

13. The ARCHITECT shall provide detailed quantity surveys which provide inventories of material, equipment, or labor consistent with OPSC requirements for such surveys or estimates.

14. The ARCHITECT shall provide analyses of DISTRICT ownership and operating costs for the PROJECT consistent with OPSC requirements.

15. The ARCHITECT shall provide interior design and other services required for, or in connection with, graphics and signage. All other interior design services are addressed under Article III as an Additional Service.

16. The ARCHITECT shall visit suppliers, fabricators, and manufacturers' facilities, such as for carpet, stone, wood veneers, standard or custom furniture, to review the quality or status of items being produced for the PROJECT, as needed.

17. The ARCHITECT shall cooperate and consult with DISTRICT in use and selection of manufactured items on the PROJECT, including, but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials, and floor coverings. All such manufactured items shall be standardized to the DISTRICT's criteria to the extent such criteria do not interfere with PROJECT design and are in compliance with the requirements of Public Contract Code §3400.

18. The ARCHITECT shall certify to the best of its information, pursuant to 40 Code of Federal Regulations §763.99(a)(7), that no asbestos-containing material was specified as a

building material in any Construction Document for the PROJECT and will ensure that contractors provide the DISTRICT with a certification that all materials used in the construction of any school building are free from any asbestos-containing building materials ("ACBM's"). ARCHITECT shall include statements in the PROJECT's specifications that materials containing ACBM's shall not to be included or incorporated into the PROJECT. The ARCHITECT shall incorporate requirements into the PROJECT's specifications that indicate the above certification shall be part of the Contractor's final PROJECT submittal to the DISTRICT.

19. The ARCHITECT shall consider operating or maintenance costs when selecting systems for the DISTRICT. The ARCHITECT shall utilize grants and outside funding sources and work with the DISTRICT to utilize and consider funding from grants and alternative funding sources.

20. The ARCHITECT shall prepare for and make formal presentations to the Governing Board of the DISTRICT, attend public hearings and other public meetings. The ARCHITECT shall be prepared to address concept and Programmatic requirements for the PROJECT. In the case where there are Budget constraints, the ARCHITECT, shall prepare a priority list of critical Programmatic needs and items that may be of lesser priority and review the Program with the DISTRICT. In addition, the ARCHITECT shall attend and assist in legal proceedings that arise from the errors or omissions of the ARCHITECT.

21. The duties, responsibilities and limitations of authority of the ARCHITECT shall not be restricted, modified, or extended without written agreement between the DISTRICT and ARCHITECT.

22. The ARCHITECT shall comply with all federal, state, and local laws, rules, regulations and ordinances that are applicable to the PROJECT.

23. The ARCHITECT has been selected based on ARCHITECT's knowledge of California Public Schools and ARCHITECT's knowledge of the educational system for funding and construction and is thoroughly familiar with the requirements of the Office of Public School Construction for State Funding, Division of State Architect for approvals of plans and specifications, and of the California Department of Education for site approvals and educational requirements that are applicable to a Public School Project.

24. The ARCHITECT shall have access to the work at all times except as restricted by California law and/or the DISTRICT's rules, regulations and/or policies.

25. The ARCHITECT shall commit the same project representatives from the commencement of services under this AGREEMENT through the completion of the Project Close- Out Phase. Any change in staff will require the written approval of the DISTRICT.

26. Schematic Design Phase

a. The ARCHITECT shall meet with the DISTRICT to understand and verify the DISTRICT's requirements for its Program. In the cases where a Program is furnished to the ARCHITECT by the DISTRICT, the ARCHITECT shall review the DISTRICT's Program and address if the Program, in the ARCHITECT's professional opinion, is realistic. If there are issues with the Program that has been provided, as part of the

Schematic Design Services, ARCHITECT shall rework the Program with the DISTRICT representative and the DISTRICT to establish a priority list of Programmatic needs and items that may be within and outside of the DISTRICT's Budgetary constraints. Once the Schematic Design, Program and Budget are reconciled with the DISTRICT representative, and the DISTRICT approves the Schematic Design, Program and Budget, the ARCHITECT may then move on to the Design Development Phase.

(1) In the cases where the DISTRICT has not established a Program, the ARCHITECT shall work with the DISTRICT to help establish a Program and Budget based on available State Funding, available grants, or other available funds (in the cases where no funding or grants are available). The ARCHITECT's familiarity with how projects are funded by the State or through grants shall be part of the expertise the DISTRICT is relying upon in conjunction with the ARCHITECT's experiences with similar projects and programs for the establishment of the DISTRICT's Program and PROJECT under this AGREEMENT. The ARCHITECT shall not design for a Program or PROJECT that exceeds the DISTRICT's Budget unless the ARCHITECT obtains the written consent of the DISTRICT and an agreement that the ARCHITECT is permitted to exceed the available Budget.

b. Upon approval by the DISTRICT of the services set forth in Article II, Section 26(a), the ARCHITECT shall prepare, for approval by the DISTRICT, Schematic Design Documents consisting of drawings, 3D renderings, virtual flythroughs, programmatic outlines, and other documents illustrating the scale and relationship of the PROJECT's components. These documents shall be prepared with the understanding that Design Development and Construction Documents Phases of this AGREEMENT shall be completed in accordance with the realistic understanding of and adherence to the Schematic Design. The Schematic Design Documents shall comply with all applicable laws, statutes, ordinances, codes, rules, and regulations of the State and local governmental agencies and/or authorities having jurisdiction over the PROJECT, including, but not limited to, the OPSC, the CDE, the DSA, the County Health Department and the local fire marshal/department, which are required for the final approval of the PROJECT's completed Construction Documents.

c. The ARCHITECT shall prepare schematic design studies and site utilization plans leading to a recommended solution together with a general description of the PROJECT and PROJECT priorities for approval by the DISTRICT.

d. The Schematic Design Documents shall include, but not be limited to, the following preliminary and in-progress requirements:

- (i) General Information
 - 1. Preliminary Life Safety Plan with egress routes and ADA accessibility
 - 2. Preliminary Occupant Loads
 - 3. Preliminary fire apparatus access
- (ii) Site (As Applicable)
 - 1. Site Plans
 - 2. Parking stall types and locations
- (iii) Plans (As Applicable)
 - 1. Floor Plans with overall dimensions
 - 2. Roof Plan
 - 3. Utility main locations
 - 4. Preliminary Mechanical single line Distribution Plan
 - 5. Mechanical, Electrical and Telecom Room locations.

6. Structural plan with column spacing and shear walls locations
 7. Preliminary Furniture Plan
 8. Preliminary Casework location
 9. Occupancy Separations and Rated wall locations
 10. Door locations
 11. Vertical Circulation locations and general sizes
- (iv) Elevations (As Applicable)
1. Exterior Elevations indicating location of windows, doors, overall dimensions and floor-to-floor heights
 2. Exterior finish materials
 3. Preliminary Exterior cladding systems
 4. Roof profile and finish material
 5. Preliminary Interior Elevations of major/complicated spaces
- (v) Sections (As Applicable)
1. Building Sections showing floor-to-floor heights, space relationships, and mechanical plenums
- (vi) Details (As Applicable)
1. Preliminary Mechanical Equipment Schedules
- (vii) Project Manual (As Applicable)
1. MEPS Basis of Design Narratives as necessary to supplement Schematic Design Drawings
 2. Interior Finish Narrative

e. If directed by the DISTRICT at the time of approval of the Schematic Design Documents, the Construction Documents shall be prepared so that portions of the work of the PROJECT may be performed under separate construction contracts, phased construction contracts, or so that the construction of certain buildings, facilities, or other portions of the PROJECT may be deferred. Careful attention is directed to DSA requirements for phasing of projects and the likelihood that DSA or other agency approvals may expire during the phases. If there is an expiration and need to obtain additional DSA approvals for future phases, the ARCHITECT shall provide the DISTRICT with a written notification of the PROJECT approvals that may expire due to phasing. Alternate construction schemes made by the DISTRICT subsequent to the Design Development Phase shall be provided as an Additional Service pursuant to Article III unless the alternate

construction scheme arises out of the PROJECT exceeding the estimated Budget constraint as a result of the ARCHITECT's services under this AGREEMENT.

f. The ARCHITECT shall submit a list of qualified engineers for the PROJECT for the DISTRICT's approval in conformance with Article XII. ARCHITECT shall ensure that each engineer places his or her name, seal, and signature on all drawings and specifications prepared by said engineer.

g. The ARCHITECT shall investigate existing conditions or facilities and verify drawings of such conditions or facilities to the extent visually verifiable without destructive testing.

h. The ARCHITECT shall perform Schematic Design services to keep the PROJECT within all Budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.

i. The ARCHITECT shall prepare and submit to the DISTRICT a written estimate of the Construction Cost in conformance with Articles V and VI and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost.

27. Design Development Phase (Preliminary Plans)

a. Upon approval by the DISTRICT of the services set forth in Article II, Section 26 above, the ARCHITECT shall prepare Design Development Documents based on the Schematic Design and based on the Program that has been approved by the DISTRICT. Such documents shall consist of site and floor plans, elevations, cross sections, and other documents necessary to depict the design of the PROJECT, and shall outline specifications to fix and illustrate the size, character, and quality of the entire PROJECT as to the program requirements, landscapes, architecture, civil, structural, mechanical, and electrical systems, materials, and such other essentials as may be appropriate. The ARCHITECT shall prepare the Design Development Documents to comply with the requirements of all governmental agencies having jurisdiction over the PROJECT including, but not limited to, the OPSC, the CDE, the DSA, the County Health Department and the local firemarshal/department.

b. The ARCHITECT shall prepare and submit to the DISTRICT a written estimate of the Construction Cost in conformance with Articles V and VI and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost.

c. The ARCHITECT shall perform Design Development Services to keep the PROJECT within all Budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.

d. The Design Development Documents shall include, but not be limited to, the following requirements, as applicable:

- i. Floor plans set, including all wall locations doors, paths of egress etc.
- ii. All rated walls indicated.
- iii. Room finish schedule complete, less color selections.
- iv. Door, frame and hardware schedule to the Design Development level.
- v. Owner furnished equipment and FF&E determined and identified to the Design Development level.

- vi. Site plan with size and location of all necessary utilities to the Design Development level.
- vii. Scope/performance specifications to the Design Development level.
- viii. All Structural elements (footings, slabs, floor framing, roof framing etc.) to the Design Development level.
- ix. HVAC system selected and sized to the Design Development Level.
- x. Electrical distribution system selected and sized to the Design Development level.
- xi. Plumbing fixture schedule to the Design Development level.
- xii. Lighting fixture schedule to the Design Development level.
- xiii. Project Manual

28. Construction Document Phase (Final Plans)

a. The ARCHITECT shall prepare, from the Design Development Documents approved by the DISTRICT, Construction Documents (in an acceptable BIM format, such as Autodesk® Revit® and AutoCAD® Civil 3D®) including, but not limited to, all drawings and specifications for the PROJECT setting forth, in detail, the requirements for the construction of the entire PROJECT in conformity with all applicable (on and off site) governmental and code requirements including, but not limited to, the requirements of the OPSC, the DSA, the local fire marshal/department, the County Health Department and any other governmental agency having jurisdiction over the PROJECT. The Construction Documents shall depict all work scope fully coordinated in Revit at a minimum of LOD 350, as well as the materials, workmanship, finishes, and equipment required for the completion of the PROJECT. All Construction Documents prepared by the ARCHITECT shall be properly coordinated including, but not limited to, the various disciplines, dimensions, terminology, details, etc.

b. The ARCHITECT shall prepare and file all documents required for, and obtain the required approvals of, all governmental agencies having jurisdiction over the PROJECT including, but not limited to, the OPSC, CDE, DSA, local fire marshal/department, City Design Review, County Health Department, Department of Public Works, and any other governmental agencies or authorities which have jurisdiction over the PROJECT. The DISTRICT shall pay all fees required by such governmental agencies and/or authorities. ARCHITECT shall, whenever feasible, establish beforehand the exact costs due any governmental agencies and/or authorities in order to submit such cost information to the DISTRICT so payments can be prepared by the DISTRICT. ARCHITECT shall not charge a mark-up on costs associated with governmental agency and/or authority fees when the ARCHITECT pays such fees for the DISTRICT.

c. The ARCHITECT shall identify all tests and special inspections on the Statement of Structural Tests and Special Inspections (Form DSA 103) that are required for the completion of the PROJECT as designed and submit such DSA 103 to the DSA for approval along with all other Construction Documents. Upon the DSA's approval of the Construction Documents, including the approved DSA 103 for the PROJECT, the ARCHITECT shall ensure that a copy of the approved DSA 103 for the PROJECT is provided to the DISTRICT, the Laboratory of Record, each Special Inspector working on the PROJECT, the Project Inspector and the Contractor.

d. When the ARCHITECT is preparing the Construction Documents, the ARCHITECT shall include provisions that require the Contractor to:

1. Provide the DISTRICT with three (3) complete sets of operation manuals.

2. Provide adequate training and consultation to DISTRICT personnel in the operation, testing, start-up, adjusting and balancing of mechanical, electrical, heating, air conditioning, and other systems installed by Contractor or its subcontractors; and
 3. Prepare a marked set of prints which indicate the dimensioned location of buried utility lines and which show changes in the work made during construction ("as-built documents"). All as-built documents shall be provided to the DISTRICT in a format approved by the DISTRICT.
- e. The ARCHITECT shall immediately notify the DISTRICT of adjustments in previous estimates of the Construction Cost arising from market fluctuations or approved changes in scope or requirements.
- f. The ARCHITECT shall perform Construction Document Services to keep the PROJECT within all Program scope constraints set by the DISTRICT, as well as approved Budget, unless otherwise modified by written authorization by the DISTRICT.
- g. As part of the ARCHITECT's professional services, ARCHITECT has coordinated the drawings on the Project. It is suggested, but not mandatory, that ARCHITECT perform a Clash Detection review of the final Construction Documents prior to submission to DSA. However, if the CM, or Design Build entity performs a clash check, ARCHITECT shall work with the CM or Design Build entity to perform reasonable Clash Check resolution meetings and make revisions as necessary prior to DSA submission, during DSA review, and after DSA review (followed by CCD submission or Addenda submission to document any necessary changes).
- h. If the estimated PROJECT Construction Cost exceeds the Budget constraint, the ARCHITECT shall make all necessary design revisions at no cost to the DISTRICT to comply with the Budget and scope set by the DISTRICT in conformance with Articles V and VI, unless otherwise modified by written authorization of the DISTRICT.

29. Bidding & Award Phase

a. The ARCHITECT, following the DISTRICT's approval of the Construction Documents and of the latest estimate of Construction Cost, shall assist the DISTRICT in obtaining bids and awarding the Contract for the construction of the PROJECT.

b. The ARCHITECT shall prepare all the necessary bidding information and bid forms required to bid the PROJECT. The ARCHITECT shall also assist the DISTRICT with the preparation of the Contractor's Contract form, the general conditions, the supplementary conditions, and all other contract documents necessary to bid the PROJECT and award a complete Contract to the lowest responsible responsive bidder. The DISTRICT will provide the standard general conditions and supplementary conditions that must be incorporated into the Contract with the Contractor. The ARCHITECT shall review the general conditions, supplementary conditions, and all other contract documents provided by the DISTRICT for incorporation into the Contract with the Contractor and shall coordinate such documents with all other Construction Documents that are prepared by the ARCHITECT pursuant to this AGREEMENT. The ARCHITECT's coordination obligations under this section include, but are not limited to, verifying that any and all bid instructions and requirements set forth in the specifications prepared by the ARCHITECT are also set forth in the Instructions to Bidders and the Bid Form that are distributed to the bidders in connection with the PROJECT. The ARCHITECT shall prepare and sign all written Addendums that are necessary to incorporate changes into the DSA approved Construction Documents prior to the award of the PROJECT. The ARCHITECT shall assist the DISTRICT in distributing all Addendums to each bidder that has obtained a set of the

DSA approved Construction Documents. The ARCHITECT shall ensure that all Addendums are submitted to and approved by the DSA prior to certification of the PROJECT.

c. The ARCHITECT shall deposit a reproducible set of Construction Documents including, but not limited to, all drawings and specifications for the PROJECT at a reprographics company specified by the DISTRICT for the bid and for printing of additional sets of the DSA approved Construction Documents during the PROJECT. In accordance with the requirements of this section, the ARCHITECT shall forward all plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer files and/or BIM files) prepared by the ARCHITECT or the ARCHITECT's consultants during the course of the PROJECT to the reprographics company specified by the DISTRICT at no additional cost to the DISTRICT. The DISTRICT may request that such documents be delivered to the reprographics company selected by the DISTRICT in PDF, CADD, PLOT or TIFF format. In addition, the ARCHITECT shall provide the DISTRICT with a BIM format file with all layers unprotected so the DISTRICT may utilize with a Construction Manager or Design Build entity. It is expressly understood that the release of the underlying BIM documents is for the limited use only for the Project (unless otherwise agreed to in writing) and that changes that are made to the underlying BIM documents are not the responsibility of ARCHITECT. For Documentation purposes, one record set of the transmitted documents shall be placed on USB drive (or other acceptable electronic media) properly labeled as the set of documents transmitted to the DISTRICT. Reasonable costs for producing this record document shall be reimbursed to the ARCHITECT and ARCHITECT's consultants. ARCHITECT is also advised to make a record set of clash detection checks to record the clashes that are encountered on the set of documents distributed for future record purposes and this clash detection should also be placed on the USB Drive. This clash detection document is not a requirement but simply advised.

d. Upon the DISTRICT's request, the ARCHITECT shall recommend an acceptable plan room, or blueprinting shop, or, in the alternative, ARCHITECT shall print the necessary bidding information, Contract forms, general conditions, supplementary general conditions and all other Construction Documents necessary to bid the PROJECT and award a complete Contract to a successful bidder and shall deliver/distribute such printed copies to all interested bidders.

e. The ARCHITECT shall make subsequent Revisions to drawings, specifications, and other DSA approved Construction Documents that result from the approval of any substitution request, RFI, or submittal. All Revisions shall be prepared in writing and signed by the ARCHITECT. The ARCHITECT shall ensure that all Revisions are submitted to and approved by the DSA prior to certification of the PROJECT.

f. If the lowest bid exceeds the Budget (or if a complete detailed estimate is prepared by a certified professional cost estimator from Construction Documents that are at least 90% completed) for the PROJECT, the ARCHITECT, in consultation with and at the direction of the DISTRICT, shall provide such modifications in the Construction Documents as necessary to bring the cost of the PROJECT within its Budget as set forth in Articles V and VI.

30. Construction Phase

a. Prior to start of construction, the ARCHITECT shall certify that the following two documents have been submitted to the DSA:

(1) Contract Information Form DSA-102.

(2) Inspector Qualification Record Form DSA-5 should be submitted 10 days prior to the time of starting construction.

The Construction Phase will commence with the award of the Contract to Contractor.

b. The ARCHITECT shall reproduce Three (3) sets of Construction Documents and all progress prints for the DISTRICT's and consultant's use at the ARCHITECT's expense.

c. The ARCHITECT shall provide technical direction to a full-time Project Inspector employed by, and responsible to, the DISTRICT, as required by applicable law. The ARCHITECT shall direct and monitor the work of the Laboratory of Record as required by applicable law and provide code required supervision of Special Inspectors not provided by the Laboratory of Record. Upon the DISTRICT's award of a Contract to the Contractor, the ARCHITECT shall obtain the necessary Project Inspection Cards ("PIC") (Form DSA 152) from the DSA that are needed for the Project Inspector's use in approving and signing off work on the PROJECT as it is completed by the Contractor. The ARCHITECT shall verify that the Project Inspector has the appropriate amount of PIC's that are needed for the inspection and completion of the entire PROJECT prior to the commencement of any work by the Contractor on the PROJECT. The ARCHITECT shall provide the Project Inspector, Laboratory of Record and each Special Inspector with a copy of the DSA approved Construction Documents including, but not limited to, the approved Statement of Structural Tests and Special Inspections (Form DSA 103) prior to the commencement of any work on the PROJECT at the ARCHITECT's expense.

d. The ARCHITECT shall meet with the Project Inspector, DISTRICT, Contractor, Laboratory of Record and Special Inspectors as needed throughout the completion of the PROJECT to verify, acknowledge and coordinate the testing and special inspection program required by the DSA approved Construction Documents.

e. The ARCHITECT shall prepare Interim Verified Reports (Form DSA 6- AE) and submit such Interim Verified Reports to the DSA, the Project Inspector and the DISTRICT prior to the Project Inspector's approval and sign off of any of the following sections of the PROJECT's PIC's as applicable:

- (1) Initial Site Work;
- (2) Foundation;
- (3) Vertical Framing;
- (4) Horizontal Framing;
- (5) Appurtenances;
- (6) Non-Building Site Structures;
- (7) Finish Site Work;
- (8) Other Work; or
- (9) Final.

If the ARCHITECT has delegated responsibility for any portion of the PROJECT's design to other engineers, the ARCHITECT shall ensure that such engineers submit the necessary Interim Verified Reports (Form DSA 6-AE) to the DSA, the Project Inspector and the DISTRICT during the course of construction and prior to the Project Inspector's approval and sign off of the above sections of the PIC's as they relate to the portions of the PROJECT that were delegated to such engineers.

f. The ARCHITECT shall be responsible for reviewing and ensuring, on a monthly basis, that the Contractor is maintaining an up-to-date set of as-built mark-ups which will be furnished to the DISTRICT upon completion. The ARCHITECT shall review the as-built mark-ups prepared by the Contractor on a monthly basis and report whether they appear to be up to date, based upon the ARCHITECT's observations of the PROJECT. If it appears the as-built mark-ups are not being kept up to date by the Contractor, the ARCHITECT shall recommend to the DISTRICT, in writing, an appropriate withholding from the Contractor's monthly payment application to account for the Contractor's failure to maintain such as-built mark-ups.

g. The ARCHITECT will endeavor to secure compliance by Contractor with the Contract requirements but does not guarantee the performance of the Contractor's Contract.

h. The ARCHITECT shall provide general administration of the Construction Documents including, but not limited to, the following:

I. Visiting the PROJECT site to maintain such personal contact with the PROJECT as is necessary to assure the ARCHITECT that the Contractor's Work is being completed, in every material respect, in compliance with the DSA approved Construction Documents (in no case shall the number of visits be less than once every week or as necessary to observe work being completed in connection with each block/section of a PIC so the ARCHITECT can verify that the Work does or does not comply with the DSA approved Construction Documents, whichever is greater) in order to:

i. Become familiar with, and to keep the DISTRICT informed about, the progress and quality of the portion of the Work completed and for the preparation of the weekly written reports the ARCHITECT will prepare and submit to the DISTRICT for its review;

ii. Become familiar with, and to keep the DSA and Project Inspector informed about, the progress and quality of the portion of the work completed and for the preparation of the necessary Interim Verified Reports the ARCHITECT will prepare and submit to the DSA and Project Inspector as necessary for the timely inspection of the PROJECT and for the approval and sign off of each block/section of the Project Inspection Cards during the course of the PROJECT's construction;

iii. Endeavor to guard against nonconforming work and deficiencies in the work;

iv. Determine if the work is being performed in a manner indicating that the work, when fully completed, will be in accordance with the approved DSA Construction Documents;

v. Attend weekly on-site construction meetings, and being otherwise available to the DISTRICT, the Program and Construction Manager and the Project Inspector for site meetings on an "as-needed" basis;

vi. Examine Contractor applications for payment and to issue certificates for payment in amounts approved by the necessary parties; and

vii. Verify, at least monthly, in coordination with the Project Inspector, that all as-built documents are being updated pursuant to the Contract between the DISTRICT and the Contractor.

2. Making regular reports as may be required by all governmental agencies having jurisdiction over the PROJECT;

3. Reviewing schedules and shop drawings for compliance with design;

4. Approving substitution of materials, equipment, and the laboratory reports thereof for conformance to the District's standards subject to DISTRICT knowledge and approval;

5. Responding to DSA field trip notes;

6. Preparing Construction Change Documents for approval by the DSA;

7. Preparing Immediate Change Documents as directed by the DISTRICT;

8. Preparing Change Orders for written approval by the DISTRICT;
9. Making Punch List observations when the PROJECT reaches Substantial Completion;
10. Determining date of Substantial Completion and the date of final completion of the PROJECT;
11. Providing a color schedule of all materials for the PROJECT for the DISTRICT's review and approval;
12. Assembling and delivering to the DISTRICT written guarantees, instruction books, diagrams, charts, and as-built documents that will be provided by the Contractor pursuant to the Contract between the DISTRICT and the Contractor;
13. Issuing the ARCHITECT's Certificate of Substantial Completion, Certificate of Completion and final certificate for payment; and
14. Providing any other architectural services to fulfill the requirements of the Construction Documents and this AGREEMENT.
 - i. The ARCHITECT shall provide the DISTRICT with written reports, as necessary, to inform the DISTRICT of any problems arising during construction, changes contemplated as a result of each problem, and the progress of work.
 - j. The ARCHITECT, as part of the ARCHITECT's Basic Services, shall advise the DISTRICT of any deficiencies in construction following the acceptance of the work and prior to the expiration of the guarantee period of the PROJECT.
 - I. The ARCHITECT shall be the interpreter of the requirements of the Construction Documents and advise the DISTRICT as to the performance by the Contractor thereunder.
 - m. The ARCHITECT shall make recommendations to the DISTRICT on claims relating to the execution and progress of the work and all matters and questions relating thereto. The ARCHITECT's recommendations in matters relating to artistic effect shall be consistent with the intent of the Construction Documents.
 - n. The ARCHITECT shall advise the DISTRICT to reject work which does not conform to the Construction Documents. The ARCHITECT shall promptly inform the DISTRICT whenever, in the ARCHITECT's opinion, it may be necessary to stop the work to avoid the improper performance of the Contract. The ARCHITECT has authority to require additional inspection or testing of the work in accordance with the provisions of the Construction Documents, whether work is fabricated, installed, or completed.

o. The ARCHITECT shall not issue orders to the Contractor that might commit the DISTRICT to extra expenses, or otherwise amend the Construction Documents, without first reviewing with the Construction Manager and obtaining the written approval of the DISTRICT.

p. The ARCHITECT shall be the DISTRICT's representative during construction and shall advise and consult with the DISTRICT. The ARCHITECT shall have authority to act on behalf of the DISTRICT only to the extent provided in this AGREEMENT, unless otherwise modified in writing.

q. The ARCHITECT shall prepare all documents and/or drawings made necessary by errors and omissions in the originally approved drawings or specifications, and such modifications therein as may be necessary to meet unanticipated conditions encountered during construction, at no additional cost or expense to the DISTRICT. In addition, the ARCHITECT shall, at no additional cost, provide services made necessary by defect or deficiencies in the work of the Contractor which, through reasonable care, should have been discovered by the ARCHITECT and promptly reported to the DISTRICT and Contractor, but which ARCHITECT failed to do.

r. The ARCHITECT shall examine, verify, and approve the Contractor's applications for payment and issue certificates for payment for the work and materials provided by the Contractor which also reflect the ARCHITECT's recommendation as to any amount which should be retained or deducted from those payments under the terms of the Construction Documents or for any other reason. The ARCHITECT's certification for payment shall constitute a representation to the DISTRICT, based on the ARCHITECT's observations and inspections at the site, that the work has progressed to the level certified, that quality of the work is in accordance with the DSA approved Construction Documents, that the as-built documents are up to date, and that the Contractor is entitled to payment in the amount certified.

s. The ARCHITECT shall review and approve, or take other appropriate action, upon the Contractor's submittals of shop drawings, product data, and samples for the purpose of checking for conformance with the Construction Documents. The ARCHITECT's actions shall not delay the work, but should allow for sufficient time, in the ARCHITECT's professional judgment, to permit adequate review. The ARCHITECT shall ensure that all Deferred Approval Submittals are resolved and approved by the DSA prior to certification of the PROJECT.

t. After the PROJECT has been let, all changes to the DSA approved Construction Documents shall be made by means of a Construction Change Document ("CCD"). The ARCHITECT shall be responsible for preparing each CCD related to the PROJECT and shall determine which changes affect the Structural, Access or Fire & Life Safety (collectively "SAFLS") portions of the PROJECT and ensure that such changes are documented and implemented through a written CCD-Category A (Form DSA 140). All CCD-Category A's must be submitted to the DSA by the ARCHITECT with all supporting documentation and data and must be approved by the DSA before such work can commence on the PROJECT. The ARCHITECT shall obtain the DISTRICT's approval of all CCD- Category A's before they are submitted to the DSA for review and approval. All

other changes to the DSA approved Construction Documents not involving SAFLS portions of the PROJECT are not required to be submitted to the DSA unless the DSA specifically requires such changes to be submitted to the DSA in the form of a written CCD-Category B (Form DSA 141) inclusive of all supporting documentation and data. Changes that are not determined by the ARCHITECT and/or the DSA to require documentation through an approved CCD-Category A or CCD-Category B shall be documented through an alternative CCD form or other document approved by the DISTRICT.

u. The ARCHITECT shall prepare and issue Immediate Change Documents ("ICD") to the Contractor when directed by the DISTRICT to complete Work that is necessary due to the Contractor's failure to complete the PROJECT in accordance with the DSA approved Construction Documents. The ARCHITECT shall provide the Project Inspector with a copy of the ICD and direct the Project Inspector to inspect the Work as it is completed in accordance with the ICD.

v. All changes to the DSA approved Construction Documents, whether set forth in a CCD, ICD or any other document approved by the DISTRICT, shall be incorporated into Change Orders by the ARCHITECT for the DISTRICT's approval. Each Change Order shall identify: (1) the description of the change in the Work; (2) the amount of the adjustment to the Contractor's Contract sum, if any; and (3) the extent of the adjustment in the Contractor's Contract Time, if any. The ARCHITECT shall prepare Change Orders, with supporting documentation and data, for the DISTRICT's review in accordance with the Construction Documents and may authorize minor changes in the work not involving an adjustment in the contract sum or an extension of time. The ARCHITECT shall evaluate and make written recommendations regarding Contractor's proposals for possible Change Orders.

w. The ARCHITECT shall, at the ARCHITECT's expense, prepare a set of reproducible record drawings showing significant changes in the work made during construction based on the marked-up the prints, drawings and other data furnished by the Contractor to the ARCHITECT.

x. The ARCHITECT shall inspect the PROJECT to determine the date or dates of Substantial Completion and final completion. The ARCHITECT shall receive and forward to the DISTRICT for the DISTRICT's review all written warranties and related documents required by the Construction Documents and issue a final certificate for payment upon Contractor compliance with the requirements of the Construction Documents. In the event the approved schedule for the PROJECT has been exceeded due to the fault of the Contractor, the ARCHITECT shall issue a written notice to the DISTRICT and the Contractor evaluating the cause of the delay(s) and shall advise the DISTRICT and the Contractor of the commencement of Liquidated Damages under the Contract between the DISTRICT and Contractor.

y. The ARCHITECT shall provide written evaluation of the Contractor's performance under the requirements of the Construction Documents when requested in writing by the DISTRICT. When the ARCHITECT has actual knowledge of any defects,

errors, or deficiencies with respect to the Contractor's performance on the PROJECT, the ARCHITECT shall provide the DISTRICT and the Contractor with written notification of such defects, errors, or deficiencies.

z. The ARCHITECT shall:

1. Review all Requests for Information ("RFI's"), submittals, and substitution requests that are submitted by the Contractor in connection with the PROJECT;

2. Determine the data criteria required to evaluate requests for substitutions;
and

3. Be responsible for ensuring that all RFI's, submittals and substitution requests by the Contractor are responded to not later than seven (7) days, or as soon as the circumstances require.

aa. The ARCHITECT shall be responsible for gathering information and processing forms required by any applicable governing agencies and/or authorities having jurisdiction over the PROJECT including, but not limited to, the County Health Department, the local building departments, local fire departments, the OPSC, and the DSA, in a timely manner and ensure proper close-out of the PROJECT.

ab. The ARCHITECT shall obtain the DISTRICT's approval of all CCDs immediately following the request for such changes by the Contractor or upon any other circumstances necessitating a change. Furthermore, the ARCHITECT shall maintain a log of all CCDs, ICDs, Change Orders or any other DISTRICT approved form documenting changes to the DSA approved Construction Documents (the "Changes Log"), including status, for the DISTRICT's review and approval. The ARCHITECT shall submit the Changes Log to the DISTRICT with its monthly invoice. Submission of the Changes Log is a requirement for payments to the ARCHITECT during the course of construction.

ac. The ARCHITECT shall evaluate and render written recommendations within a reasonable time on all claims, disputes, or other matters at issue between the DISTRICT and Contractor relating to the execution or progress of the work as provided in the Contract between the DISTRICT and the Contractor. Under no circumstances should this evaluation take longer than 15 calendar days from the date the claim is received by the ARCHITECT.

ad. The ARCHITECT shall provide assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation.

ae. The ARCHITECT shall review the list of minor defects, deficiencies, and/or incomplete items (the "Punch List") and the proposed Verified Report (Form DSA-6) that are submitted to the DISTRICT by the Contractor when the Contractor considers the PROJECT to be Substantially Complete. The ARCHITECT shall inspect the

PROJECT, in conjunction with the Contractor, in order to verify the Punch List, add any other items to the Punch List and to confirm that Substantial Completion has been reached on the PROJECT. In the event the Contractor does not submit a fully executed Verified Report with its proposed Punch List, the ARCHITECT shall reject the Punch List as premature. If Substantial Completion of the PROJECT is verified by the ARCHITECT and the required Verified Report has been submitted to the DISTRICT for review, the ARCHITECT shall finalize the Punch List and notify the Contractor in writing that all Punch List items must be corrected prior to acceptance of the PROJECT and final payment and that all Punch List items must be completed within the duration set forth in the Contract between the DISTRICT and the Contractor. The DISTRICT shall also be notified in writing of all Punch List items identified by the ARCHITECT and the Contractor. The ARCHITECT shall notify the DISTRICT when all Punch List items have been corrected by the Contractor for the DISTRICT's final acceptance of the PROJECT and final payment. In the event the Contractor fails to correct any Punch List item(s) within the duration set forth in the Contract between the DISTRICT and the Contractor, the ARCHITECT shall inform the DISTRICT of such default and provide the DISTRICT with a valuation of the cost to correct each outstanding Punch List item for deduction from the Contractor's final payment and/or retention. For purposes of this AGREEMENT, "Substantial Completion" shall mean the following four (4) conditions have been met: (1) all contractually required items have been installed with the exception of only minor and incomplete items on the Punch List; (2) All Fire/Life Safety Systems have been installed, and are working and signed off on the DSA Form 152 Inspection Card; (3) all building systems including mechanical, electrical and plumbing are all functioning; and (4) the PROJECT is fit for occupancy and its intended use.

af. Once the ARCHITECT has verified the Substantial Completion of the PROJECT, the ARCHITECT shall issue a Certificate of Substantial Completion to the Contractor and the DISTRICT. Upon the issuance of the Certificate of Substantial Completion, the ARCHITECT shall prepare and submit to the DSA, Project Inspector and the DISTRICT a written Verified Report, on Form DSA 6AE, pursuant to Section 4- 336 of Title 24 of the California Code of Regulations. The ARCHITECT shall also submit a signed Verified Report to the DSA, Project inspector and the DISTRICT upon any of the following events:

1. Work on the PROJECT is suspended for a period of more than on month;
2. The services of the ARCHITECT are terminated for any reason prior to the completion of the PROJECT; or
3. The DSA requests a Verified Report.

ag. The ARCHITECT and its consultants shall verify that all defective, deficient, or incomplete work identified in any Notice(s) of Deviation or similar notice(s) issued by the ARCHITECT, Project Inspector, Special Inspector(s), Laboratory of Record and/or any governmental agency, is fully corrected and closed before the ARCHITECT approves any final Punch List by the Contractor. As part of the

ARCHITECT's Basic Services under this section, the ARCHITECT shall direct the applicable inspectors, special inspectors, and/or engineers on the PROJECT to visually verify that each defective, deficient and/or incomplete item of work referenced in each Notice of Deviation have been rectified and closed prior to the approval of the final Punch List and the issuance of any Certificate of Substantial Completion by the ARCHITECT. In the event the ARCHITECT and/or its consultants fail to verify that such work has been corrected by the Contractor before the ARCHITECT approves the final Punch-List and such work has in fact not been corrected, the ARCHITECT shall be responsible for performing all the architectural and/or engineering services necessary, at no additional cost to the DISTRICT, to ensure such open and outstanding items in the Notice(s) of Deviation are addressed accordingly and that all work related to such notices is corrected in a manner acceptable to the DISTRICT and the DSA.

31. Project Close-Out Phase

a. Within thirty (30) days after the completion of the PROJECT's construction and the ARCHITECT's receipt of as-built documents from the Contractor, ARCHITECT will review the as-built documents prepared by the Contractor and revise the record drawings and specifications so that they include all material changes made necessary by CCDs, ICDs, Change Orders, RFIs, Change Order Requests ("CORs"), Bulletins, clarifications as noted by the Contractor in its as-built documents and or any other DISTRICT approved document which details the changes made to the DSA approved Construction Documents. The ARCHITECT shall incorporate such changes into a complete AutoCAD as-built file, in the original, executable, software format, and PDF files, and provide all such documents, including five (5) hard copies, to the DISTRICT at no additional cost. In the event the Contractor fails to provide its as-built documents within 30 days of the PROJECT's completion, the ARCHITECT shall notify the DISTRICT in writing of the Contractor's failure and recommend the appropriate withholding from the Contractor's final payment under the Contract with the DISTRICT.

b. The ARCHITECT shall assist the DISTRICT in securing the delivery of any and all applicable documents described in Article II, Sections 31(c) and (d) below, to the DSA for review prior to issuance of a "Certificate of Completion." The ARCHITECT shall submit all documents prepared by, or in control of, the ARCHITECT to the DSA without delay.

c. During the period the PROJECT is under construction, the ARCHITECT shall certify that the following documents have been submitted to the DSA:

1. Copies of the Inspector of Record's semi-monthly reports;
2. Copies of the laboratory reports on all tests or laboratory inspections as returned and done on the PROJECT;
3. Copies of all the necessary Project Inspection Cards which have been approved and signed off by the Project Inspector for the certification by the DSA; and

4. All other documents required to be submitted to the DSA in accordance with Title 24 and the Construction Oversight Process Procedure set forth in the DSA's PR 13-01.

The ARCHITECT shall notify the DISTRICT, in writing, if any of the above forms are not promptly submitted to the DSA by the responsible parties. If necessary, the ARCHITECT shall assist the DISTRICT in obtaining the delivery of the above documents to the DSA.

d. Upon the completion of all construction, including all Punch List items, the ARCHITECT shall assist the DISTRICT in securing the delivery of the following documents to the DSA:

1. Copy of the Notice of Completion.
2. Final Verified Report Form DSA-6A/E certifying all work is 100% complete from the ARCHITECT, Structural Engineer, Mechanical Engineer, and Electrical Engineer.
3. Final Verified Report Form DSA-6 certifying all work is 100% complete from the Contractor or Contractors, Inspector of Record, and Special Inspector(s).
4. Verified Reports of Testing and Inspections as specified on the approved drawings and specifications, i.e., Final Laboratory Report, Welding, Glued-Laminated Timber, etc.
5. Weighmaster's Certificate (if required by approved drawings and specifications).
6. Copies of the signature page of all Addenda as approved by the DSA.
7. Copies of the signature pages of all Deferred Approvals as approved by the DSA.
8. Copies of the signature pages of all Revisions as approved by the DSA.
9. Copies of the signature page of all applicable Construction Change Documents as approved by the DSA.
10. Verification by the Project Inspector that all items noted on any "Field Trip Notes" have been corrected.

The ARCHITECT shall notify the DISTRICT, in writing, if any of the above items are not promptly submitted to the DSA by the responsible parties and/or not submitted to the DISTRICT in a timely manner. If necessary, the ARCHITECT shall assist the DISTRICT

in obtaining the above documents for delivery to the DSA.

ARTICLE III - ADDITIONAL ARCHITECT'S SERVICES

1. The ARCHITECT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the ARCHITECT's control ("Additional Services"). The ARCHITECT shall obtain written authorization from the DISTRICT before rendering Additional Services. Compensation for all valid Additional Services shall be negotiated and approved in writing by the DISTRICT before such Additional Services are performed by the ARCHITECT. No compensation shall be paid to the ARCHITECT for any Additional Services that are not previously approved by the DISTRICT in writing. Additional services may include:

a. Making material revisions in drawings, specifications or other documents when such revisions are required by the enactment or revision of laws, rules, or regulations subsequent to the preparation and completion of the Construction Documents.

b. Preparing drawings, specifications and other documentation and supporting data, and providing other services in connection with Change Orders required by causes beyond the control of the ARCHITECT which are not the result of the direct or indirect negligence, errors, omissions, or the failure to comply with the terms of this AGREEMENT on the part of the ARCHITECT.

c. Providing consultation concerning the replacement of work damaged by fire and furnishing services required in connection with the replacement of such work.

d. Providing services made necessary by the default of the Contractor, which does not arise directly or indirectly from negligence, errors, omissions, or the failure to comply with the terms of this AGREEMENT of ARCHITECT.

e. If the DISTRICT requests the PROJECT be let on a segregated basis after the completion of Design Development Phase where segregation does not arise from ARCHITECT exceeding the estimated budget constraint, then plan preparation and/or contract administration work to prepare the segregated plans is an Additional Service subject to prior negotiation and written approval by the DISTRICT.

f. Providing contract administration services after the construction Contract time (including Governmental Delay Float as addressed in the General Conditions of the Construction Contract with Contractor) has been exceeded through no fault of the ARCHITECT, where it is determined that the fault is that of the Contractor, and liquidated damages are collected therefor. The ARCHITECT's compensation is expressly conditioned on the lack of fault of the ARCHITECT, and it is subject to prior approval by DISTRICT.

g. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with generally accepted architectural practice.

2. If authorized in writing by the DISTRICT, the ARCHITECT shall provide one or more PROJECT Representatives to assist in carrying out more extensive representation at the site than is described in Article II. The PROJECT Representative(s) shall be selected, employed, and directed by the ARCHITECT, and the ARCHITECT shall be compensated therefor as agreed by the DISTRICT and the ARCHITECT. Through the observations of such PROJECT Representative(s), the ARCHITECT shall endeavor to provide further protection for the DISTRICT against defects and deficiencies in the work, but the furnishing of such PROJECT representation shall not modify the rights, responsibilities, or obligations of the ARCHITECT as described elsewhere in this AGREEMENT. Such services shall be negotiated and approved in writing by the DISTRICT.

ARTICLE IV - DISTRICT'S RESPONSIBILITIES

I. The DISTRICT shall provide to the ARCHITECT information regarding requirements for the PROJECT, including information regarding the DISTRICT's objectives, schedule, and budget constraints, as well as any other criteria provided by the DISTRICT.

2. Prior to the Schematic Design Phase, the ARCHITECT shall prepare a current overall budget for the PROJECT which shall include the Construction Cost budget for the PROJECT. The overall budget shall be based upon the DISTRICT's objectives, schedule, budget constraints, and any other criteria that are provided to the ARCHITECT by the DISTRICT pursuant to Article IV, Section I, above. The DISTRICT shall approve the Construction Cost budget prepared by the ARCHITECT pursuant to this Section and this shall be the "Budget" for the PROJECT as set forth in this AGREEMENT.

3. The DISTRICT shall notify the ARCHITECT of administrative procedures required and name a representative authorized to act on its behalf. The DISTRICT shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the PROJECT. The DISTRICT shall observe the procedure of issuing any orders to Contractors only through the ARCHITECT.

4. The DISTRICT shall give prompt written notice to the ARCHITECT if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the Construction Documents. However, the DISTRICT's failure or omission to do so shall not relieve the ARCHITECT of the ARCHITECT's responsibilities under Title 21, Title 24, and the Field Act hereunder. The DISTRICT shall have no duty to observe, inspect, or investigate the PROJECT.

ARTICLE V - COST OF CONSTRUCTION

I. During the Schematic Design, Design Development, and Construction Document Phases, the ARCHITECT's estimates of Construction Cost shall be reconciled against the Budget approved by the DISTRICT pursuant to Article IV, Section 2.

2. The PROJECT's "Construction Cost," as used in this AGREEMENT, means the total cost to the DISTRICT of all work designed or specified by the ARCHITECT, which includes the total award from the initial construction contract(s) plus the work covered by approved Change Orders and/or any alternates approved by the DISTRICT. The Construction Cost shall not include any costs that are not specifically referenced in this Article V, Section 2, as approved costs. Costs

excluded from the Construction Cost include, but are not limited to, payments to the ARCHITECT or other DISTRICT consultants, costs of inspections, surveys, tests, and landscaping not included in PROJECT.

3. When labor or material is furnished by the DISTRICT below its market cost, the Construction Cost shall be based upon current market cost of labor and new material.

4. The Construction Cost shall be the acceptable estimate of construction costs to the DISTRICT as submitted by the ARCHITECT until such time as bids have been received, whereupon it shall be the bid amount of the lowest responsible responsive bidder.

5. Any Budget or fixed limit of construction cost shall be adjusted if the bidding has not commenced within ninety (90) days after the ARCHITECT submits the Construction Documents to the DISTRICT to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the DISTRICT and the date on which bids are sought for the PROJECT.

6. If the lowest bid received exceeds the Budget by more than ten percent (10%):

- a. The DISTRICT may give written approval of an increase of such fixed limit and proceed with the construction of the PROJECT;
- b. The DISTRICT may authorize rebidding of the PROJECT within a reasonable time;
- c. If the PROJECT is abandoned, the DISTRICT may terminate this AGREEMENT in accordance with Article VIII, Section 2;
- d. The DISTRICT may request the ARCHITECT prepare, at no additional cost, deductive change packages that will bring the PROJECT within the Budget; or
- e. The DISTRICT may request the ARCHITECT cooperate in revising the PROJECT scope and quality as required to reduce the construction cost.

7. If the DISTRICT chooses to proceed under Article V, Section 6(e), the ARCHITECT, without additional charge, agrees to redesign the PROJECT until the PROJECT is brought within the Budget set forth in this AGREEMENT. Redesign does not mean phasing or removal of parts of the PROJECT unless agreed to in writing by the DISTRICT. Redesign means the redesign of the PROJECT, with all its component parts, to meet the Budget set forth in this AGREEMENT.

ARTICLE VI - ESTIMATE OF PROJECT CONSTRUCTION COSTS

1. Estimates referred to in Article II shall be prepared on a square foot/unit cost basis, or more detailed computation if deemed necessary by the DISTRICT, considering prevailing construction costs and including all work for which bids will be received. It is understood that the

PROJECT Construction Cost is affected by the labor and/or material market as well as other conditions beyond the control of the ARCHITECT or DISTRICT.

2. The ARCHITECT shall prepare and review the ARCHITECT's estimates of Construction Cost at each phase of the ARCHITECT's services. The ARCHITECT shall provide the DISTRICT with a written evaluation of the estimates at each phase of the ARCHITECT's services. The ARCHITECT's written evaluations shall, among other things, evaluate how the estimates compare to the Budget. If such estimates are in excess of the Budget, the ARCHITECT shall revise the type or quality of construction to come within the budgeted limit at no additional cost to the DISTRICT. The ARCHITECT's initial budget and scope limitations shall be realistic and be reviewed with the DISTRICT prior to formalization.

3. The ARCHITECT, upon request of the DISTRICT, shall prepare a detailed estimate of Construction Costs. Such additional estimate shall be compensated per ARTICLE III as an additional service. ARCHITECT shall submit a proposed cost for its preparation of any additional estimate of construction cost for DISTRICT's review and approval. ARCHITECT shall not provide any estimate unless and until DISTRICT approves the ARCHITECT's proposed cost in writing.

ARTICLE VII - ARCHITECT'S DRAWINGS AND SPECIFICATIONS

I. All documents including, but not limited to, plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer file and/or AutoCAD files) prepared by the ARCHITECT or the ARCHITECT's Consultants for this PROJECT, shall be and remain the property of the DISTRICT pursuant to Education Code Section 17316 for the purposes of repair, maintenance, renovation, modernization, or other purposes as they relate to the PROJECT. The DISTRICT, however, shall not be precluded from using the ARCHITECT's or ARCHITECT's Consultant's documents enumerated above for the purposes of additions, alignments, or other development on the PROJECT site.

2. If DISTRICT intends to reuse ARCHITECT's plans, specifications, or other documents for a project or projects other than that which is the subject of this AGREEMENT, and for which the ARCHITECT is not the architect of record, a fee of three percent (3%) of the Construction Costs shall be paid to the ARCHITECT for such reuse. In the event of such reuse or modification of the ARCHITECT's drawings, specification, or other documents by any person, firm, or legal entity, the DISTRICT agrees to indemnify, defend, and hold the ARCHITECT harmless from and against any and all claims, liabilities, suits, demands, losses, costs, and expenses, including, but not limited to, reasonable attorney's fees accruing to, or resulting from, any and all persons, firms, or any other legal entity, on account of any damage or loss to property or persons including, but not limited to, death arising out of such use, reuse or modification of the ARCHITECT's drawings, specifications, or other documents. The DISTRICT further agrees to remove the names and seals of the ARCHITECT and the ARCHITECT's Consultants from the title block and signature pages. The DISTRICT, however, may use the ARCHITECT's plans and documents as enumerated in this Article as reference documents for the purposes of additions, alignments, or other development on the PROJECT site. Prior to reuse of the ARCHITECT's documents for any project other than an addition, alignment, or other development on the PROJECT site, the DISTRICT agrees to notify the ARCHITECT in writing of such reuse.

ARTICLE VIII - TERMINATION

I. This AGREEMENT may be terminated by either party upon fourteen (14) days written notice to the other party in the event of a substantial failure of performance by such other party, including insolvency of the ARCHITECT, or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.

2. In the event of a termination based upon abandonment or indefinite postponement by DISTRICT, the DISTRICT shall pay the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records and expense reports, up until the date of the abandonment or indefinite postponement, plus any sums due the ARCHITECT for Board-approved Additional Services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents, whether delivered to the DISTRICT or in the possession of the ARCHITECT. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased consultant and replacement architect costs, shall be deducted from payments due the ARCHITECT.

3. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article VIII, Section 4, below, and ARCHITECT shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense, or liability may be claimed, requested, or recovered by ARCHITECT.

4. This AGREEMENT may be terminated without cause by the DISTRICT upon fourteen (14) days' written notice to the ARCHITECT. In the event of a termination without cause, the DISTRICT shall pay the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records and expense reports, up until the date of notice of termination plus any sums due the ARCHITECT for Board-approved Additional Services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents, whether delivered to the DISTRICT or in the possession of the ARCHITECT. In addition, ARCHITECT will be reimbursed for reasonable termination costs through the payment of 3% beyond the sum due the ARCHITECT under this paragraph through 50% completion of the ARCHITECT's services required under this AGREEMENT and, if 50% completion is reached, payment of 3% of the unpaid balance of the AGREEMENT to ARCHITECT as termination cost. This 3% payment is agreed to compensate the ARCHITECT for the unpaid profit ARCHITECT would have made under the PROJECT on the date of termination and is consideration for entry into this termination for convenience clause.

5. In the event of a dispute between the parties as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, ARCHITECT agrees to continue the work diligently to completion. If the dispute is not resolved, ARCHITECT agrees it will neither rescind the AGREEMENT nor stop the progress of the work,

but ARCHITECT's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute after the PROJECT has been completed, and not before.

ARTICLE IX - ACCOUNTING RECORDS OF THE ARCHITECT

I. Records of the ARCHITECT's direct personnel and reimbursable expenses pertaining to the services performed on this PROJECT and records of accounts between the DISTRICT and Contractor shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or its authorized representative at mutually convenient times.

ARTICLE X - COMPENSATION TO THE ARCHITECT

The DISTRICT shall compensate the ARCHITECT as defined in Attachment A and per the construction budget and corresponding calculation identified in the individual project work authorizations.

1. The ARCHITECT and its consultants shall maintain time sheets detailing information including, but not limited to, the name of the employee, date, a description of the task performed in sufficient detail to allow the DISTRICT to determine the services provided, and the time spent for each task. The DISTRICT and ARCHITECT may otherwise mutually agree, in writing, on alternative types of information and levels of detail that may be provided by the ARCHITECT and its consultants pursuant to this Article X.

2. The ARCHITECT shall invoice all fees and/or costs monthly for the Basic Services that are provided in accordance with this AGREEMENT from the time the ARCHITECT begins work on the PROJECT. The ARCHITECT shall submit one (1) invoice monthly to the DISTRICT detailing all the fees associated with the applicable progress to completion percentage, reimbursable expenses (if any), and Additional Services (if any) incurred for the monthly billing period. Invoices requesting reimbursement for expenses incurred during the billing period must clearly list items for which reimbursement is being requested and be accompanied by proper documentation (e.g., receipts, invoices), including a copy of the DISTRICT's authorization notice for the invoiced item(s), if applicable. Invoices requesting payment for Additional Services must reflect the negotiated compensation previously approved by the DISTRICT and include a copy of the DISTRICT's written authorization notice approving the Additional Services and the additional compensation approved by the DISTRICT. No payments will be made by the DISTRICT to the ARCHITECT for monthly invoices requesting reimbursable expenses or Additional Services absent the prior written authorization of the DISTRICT. The DISTRICT's prior written authorization is an express condition precedent to any payment by the DISTRICT for Additional Services or reimbursable expenses and no claim by the ARCHITECT for additional compensation related to Additional Services or reimbursable expenses shall be valid absent such prior written approval by the DISTRICT.

3. When the Architect Fee is based on a percentage of Construction Cost and any portions of the PROJECT are deleted or otherwise not constructed, compensation for those portions of the PROJECT shall be payable, to the extent actual services are performed, in accordance with the schedule set forth in Article X, Section 2, above, based on the Bid Price.

4. To the extent that the time initially established for the completion of ARCHITECT's services is exceeded or extended through no fault of the ARCHITECT,

compensation for any services rendered during the additional period of time shall be negotiated and subject to the prior written approval of the DISTRICT.

ARTICLE XI - REIMBURSABLE EXPENSES

I. Reimbursable expenses are in addition to compensation for basic and extra services, and shall be paid to the ARCHITECT at one and eight one-hundredths (1.08) times the expenses incurred by the ARCHITECT, the ARCHITECT's employees and consultants for the following specified items:

- a. Approved reproduction of drawings and specifications in excess of the copies provided by this AGREEMENT which includes all the sets of the Construction Documents and all progress prints; or
- b. Agency Fees.

2. Approved reimbursable expenses are shall not exceed \$5,000. This amount shall not be exceeded without the prior written approval of the DISTRICT.

3. Reimbursable Expenses shall not include the following specified items or any other item not specifically identified in Article XI, Section I above:

- a. Travel expenses;
- b. Check prints;
- c. Prints or plans or specifications made for ARCHITECT's consultants and all progress prints;
- d. Preliminary plans and specifications;
- e. ARCHITECT's consultants' reimbursable costs.
- f. Models or mock-ups
- g. Meetings with Cities, planning officials, fire departments, the DSA, State Allocation Board or other public agencies.

4. The DISTRICT's prior written authorization is an express condition precedent to any reimbursement to ARCHITECT of such costs and expenses for items not included in Article XI, Section 1 above as an allowable reimbursable expense, and no claim for any additional compensation or reimbursement shall be valid absent such prior written approval by DISTRICT. Payment for these reimbursable expenses shall be made as set forth in ARTICLE X.

ARTICLE XII - EMPLOYEES AND CONSULTANTS

I. The ARCHITECT, as part of the ARCHITECT's basic professional services, shall furnish the consultant services necessary to complete the PROJECT including, but not limited to: landscape architects; theater and acoustical consultants; structural, mechanical, electrical and civil engineers; and any other necessary design professionals and/or consultants as determined by the ARCHITECT and acceptable to the DISTRICT. All consultant services shall be provided at the

ARCHITECT's sole expense. The ARCHITECT shall be responsible for the coordination and cooperation of all architects, engineers, experts or other consultants employed by the ARCHITECT. The ARCHITECT shall ensure that its engineers and/or other consultants file the required Interim Verified Reports, Verified Report and other documents that are necessary for the PROJECT's timely inspection and close-out as required by the applicable governmental agencies and/or authorities having jurisdiction over the PROJECT including, but not limited to, the DSA. The ARCHITECT shall ensure that its engineers and consultants observe the construction of the PROJECT during the course of construction, at no additional cost to the DISTRICT, to maintain such personal contact with the PROJECT as is necessary to assure such engineers and consultants that the Contractor's Work is being completed, in every material respect, in compliance with the DSA approved Construction Documents (in no case shall the number of visits be less than once every week or as necessary to observe Work being completed in connection with each block/section of a Project Inspection Card so such engineers and consultants can verify that the Work does or does not comply with the DSA approved Construction Documents, whichever is greater).

2. The ARCHITECT shall submit, for written approval by the DISTRICT, the names of the consultants and/or consultant firms proposed for the PROJECT. The ARCHITECT shall notify the DISTRICT of the identity of all design professionals and/or consultants in sufficient time prior to their commencement of services to allow the DISTRICT a reasonable opportunity to review their qualifications and object to their participation on the PROJECT if necessary. The ARCHITECT shall not assign or permit the assignment of any design professionals, engineers, or other consultants to the PROJECT to which DISTRICT has a reasonable objection. Approved design professionals and/or consultants shall not be changed without the prior written consent of the DISTRICT. Nothing in this AGREEMENT shall create any contractual relation between the DISTRICT and any consultants employed by the ARCHITECTS under the terms of this AGREEMENT.

3. ARCHITECT' s consultants shall be licensed to practice in California and have relevant experience with California school design and construction during the last five years. If any employee or consultant of the ARCHITECT is not acceptable to the DISTRICT, then that individual shall be replaced with an acceptable competent person at the DISTRICT's request.

4. The construction administrator or field representative assigned to the PROJECT by the ARCHITECT shall be able to make critical PROJECT decisions in a timely manner and shall be readily available and provide by phone, email, and through correspondence, design direction and decisions when the construction administrator is not at the site.

ARTICLE XIII - MISCELLANEOUS

1. The ARCHITECT shall make a written record of all meetings, conferences, discussions, and decisions made between or among the DISTRICT, ARCHITECT, and Contractor during all phases of the PROJECT, unless such meeting minutes are to be documented by the Construction Manager (if any), and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The ARCHITECT shall provide a copy of such record to the DISTRICT.

2. To the fullest extent permitted by law, ARCHITECT agrees to indemnify and hold the DISTRICT harmless from all liability arising outof:

a. Workers' Compensation and Employers' Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to ARCHITECT's employees or ARCHITECT's subcontractor's employees arising out of ARCHITECT's work under this AGREEMENT; and

b. To the fullest extent permitted by law and in conformity with California Civil Code Section 2782.8, ARCHITECT agrees that it will indemnify, defend and hold the DISTRICT, the DISTRICT's Representative, members of the DISTRICT's Board of Trustees, directors, officers, employees, agents and authorized volunteers (the "Indemnitees") entirely harmless from all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect, its officers, employees, consultants, sub consultants or agents.

c. The ARCHITECT's obligation to indemnify does not include the obligation to defend actions or proceedings brought against the Indemnitees but rather to reimburse the Indemnitees for attorney's fees and costs incurred by the Indemnitees in defending such actions or proceedings brought against the Indemnitees to the extent such actions or proceedings arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect, its officers, employees, consultants, sub consultants or agents, but not to the extent of loss, injury, death or damage caused by the negligence or willful misconduct of District or of other third parties for which the Architect is not legally liable.

d. The PARTIES understand and agree that Article XIII, Section 2, of this AGREEMENT shall be the sole indemnity, as defined by California Civil Code § 2772, between the DISTRICT and the ARCHITECT related to the PROJECT. Any other

indemnity that is attached to this AGREEMENT as part of any EXHIBIT shall be void and unenforceable between the PARTIES.

e. ANY ATTEMPT TO LIMIT THE ARCHITECT'S LIABILITY TO THE DISTRICT IN ANY OF THE EXHIBITS OR ATTACHMENTS TO THIS AGREEMENT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE DISTRICT AND THE ARCHITECT.

3. ARCHITECT shall purchase and maintain policies of insurance with an insurer or insurers qualified to do business in the State of California and acceptable to DISTRICT, which will protect ARCHITECT and DISTRICT from claims which may arise out of, or result from, ARCHITECT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any sub consultant, subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

- a. The ARCHITECT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).
- b. Commercial general and auto liability insurance, with limits of not less than TWO MILLION DOLLARS (\$2,000,000.00) combined single limit, bodily injury and property damage liability per occurrence, including:
 1. Owned, non-owned, and hired vehicles;
 2. Blanket contractual;
 3. Broad form property damage;
 4. Products/completed operations; and
 5. Personal injury.
- c. Professional liability insurance, including contractual liability, with limits of TWO MILLION DOLLARS (\$2,000,000.00) per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that ARCHITECT subcontracts any portion of ARCHITECT's duties, ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.
- d. Valuable Document Insurance. The ARCHITECT shall carry adequate insurance on all drawings and specifications as may be required to protect the DISTRICT in the amount of its full equity in those drawings and specifications, and shall file with the DISTRICT a certificate of that insurance. The cost of that insurance shall be paid by the ARCHITECT, and the DISTRICT shall be named as an additional insured.
- e. Each policy of insurance required under Article XIII, Section 3(b), above, shall name the DISTRICT and its officers, agents, and employees as additional insureds;

shall state that, with respect to the operations of ARCHITECT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. ARCHITECT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, the ARCHITECT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event the ARCHITECT fails to secure or maintain any policy of insurance required hereby, the DISTRICT may, at its sole discretion, secure such policy of insurance in the name of, and for the account of, ARCHITECT, and in such event ARCHITECT shall reimburse DISTRICT upon demand for the cost thereof.

f. In the event that the ARCHITECT subcontracts any portion of the ARCHITECT' s duties, the ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in Article XIII, Sections 3(a), (b), (c), and (d), in amounts which are appropriate with respect to that subcontractor's part of work which shall in no event be less than \$500,000 per occurrence. The ARCHITECT shall not subcontract any portion of the ARCHITECT's duties under this AGREEMENT without the DISTRICT's prior written approval

g. All insurance coverage amounts specified hereinabove shall cover only risks relating to, or arising out of, the PROJECT governed by this particular AGREEMENT. The insurance and required amounts of insurance specified above shall not be reduced or encumbered on account of any other projects of the ARCHITECT.

4. The ARCHITECT, in the performance of this AGREEMENT, shall be and act as an independent contractor. The ARCHITECT understands and agrees that the ARCHITECT and all of the ARCHITECT' s employees shall not be considered officers, employees, or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled including, but not limited to, State Unemployment Compensation or Workers' Compensation. ARCHITECT assumes the full responsibility for the acts and/or omissions of the ARCHITECT's employees or agents as they relate to the services to be provided under this AGREEMENT. The ARCHITECT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security, and income taxes for the respective employees of the ARCHITECT.

5. Notices. All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal service; or (b) U.S. Mail, mailed either by registered, overnight, or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT:

Southern Kern Unified School District
2601 Rosamond Blvd. Rosamond, CA 93560
91101 Attn: Barbara Gaines
Telephone: (661)256-5000

ARCHITECT:

Flewelling and Moody
99 S Lake Ave Ste. 300, Pasadena, CA
Attn: Scott F. Gaudineer, AIA
Telephone: (323)543-8300

6. The ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, shall be prohibited from using tobacco products (smoking, chewing, etc.) on DISTRICT property at all times.

7. The ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, shall be prohibited from using profanity on DISTRICT property including, but not limited to, all school sites and this prohibition shall include, but is not limited to, all racial, ethnic and/or sexual slurs or comments which could be considered harassment.

8. Appropriate dress by the ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, is mandatory. Therefore, tank tops, cut-offs and shorts shall not be allowed. Additionally, what is written or pictured on clothing must comply with the requirements of acceptable language as set forth above in Article XIII, Section 7.

9. During the entire term of this AGREEMENT, the ARCHITECT, if applicable, shall fully comply with the provision of Education Code Section 45125.1 (Fingerprint Requirements) when it is determined that the ARCHITECT will have contact with the DISTRICT's pupils while performing any services under this AGREEMENT.

10. Nothing contained in this AGREEMENT shall create a contractual relationship with, or a cause of action in favor of, any third party against either the DISTRICT or ARCHITECT.

11. The DISTRICT and ARCHITECT, respectively, bind themselves, their partners, officers, successors, assigns, and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. ARCHITECT shall not assign this AGREEMENT.

12. This AGREEMENT shall be governed by the laws of the State of California.

13. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and ARCHITECT and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the ARCHITECT.

14. If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including all attorney's fees.

15. This AGREEMENT shall be liberally construed to effectuate the intention of the PARTIES with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase, or provision of this AGREEMENT, neither this AGREEMENT nor any uncertainty or ambiguity herein will be construed or resolved against either party (including the PARTY primarily responsible for drafting and preparation of this AGREEMENT), under any rule of construction or otherwise, it being expressly understood and agreed that the PARTIES have participated equally or have had equal opportunity to participate in the drafting hereof.

16. The ARCHITECT is prohibited from capturing on any visual medium images of any property, logo, student, or employee of the DISTRICT, or any image that represents the DISTRICT without express written consent from the DISTRICT.

17. In accordance with Education Code Section 17604, this AGREEMENT is not valid, binding, or an enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board, duly passed and adopted.

The parties, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

ARCHITECT:

DISTRICT:

Firm: Flewelling & Moody

Southern Kern Unified School District

Scott Gaudineer
Digitally signed by Scott Gaudineer
DN: C=US,
E=sgaudineer@flewelling-moody.com,
CN=Scott Gaudineer
Date: 2025.05.10 11:55:10-0700'

By: Scott Gaudineer

By: Barbara Gaines

Its: President

Its: Superintendent

EXHIBIT "A"

ARCHITECT'S COMPENSATION

The ARCHITECT's fixed fee compensation for performing all the Basic Services required by this AGREEMENT, as determined under Exhibit "B" to this AGREEMENT shall be per the approved Project Work Authorization for each PROJECT. If the DISTRICT's Board increases the established construction budget for the PROJECT, then the ARCHITECT's fixed fee compensation would be increased proportionately.

The ARCHITECT's compensation for performing all the Basic Services required by this AGREEMENT including, but not limited to, those services detailed in Article I and II, shall be as follows:

Schematic Design Phase:	No more than 10% of the estimated Architect Fee, as determined under the Project Work Authorization, to be paid monthly based on actual level of completion
Design Development Phase:	No more than 10% of the estimated Architect Fee, as determined under the Project Work Authorization, to be paid monthly based on actual level of completion
Construction Documents Phase:	No more than 35% of the estimated Architect Fee, as determined under the Project Work Authorization, to be paid monthly based on actual level of completion
D.S.A. Approval Phase:	No more than 5% of the estimated Architect Fee, as determined under the Project Work Authorization, to be paid monthly based on actual level of completion
Bidding Phase:	No more than 2% of the estimated Architect Fee, as determined under the Project Work Authorization, to be paid monthly based on actual level of completion
Construction Admin. Phase:	No more than 28% of the actual Architect Fee, as determined under the Project Work Authorization, to be paid monthly based on actual level of construction completion
Project Close-Out Phase A:	Once the DSA Project Inspector Card Sections 1 – "Initial Site Work and Foundation Prep" and Section 2 – "Vertical and Horizontal Framing", are fully completed, submitted and accepted by DSA. No more than 2% of the actual Architect Fee, as determined under the Project Work Authorization, to be paid monthly based on actual level of completion
Project Close-Out Phase B:	Once the DSA Project Inspector Card Sections 3 – "Appurtenances" and Section 4 – "Finish Site Work and Other Work", are fully completed, submitted and accepted by DSA. No more than 3% of the actual Architect Fee, as determined under the Project Work Authorization and the accepted bid, to be paid monthly based on actual level of completion

Project Close-Out Phase C: Balance of actual Architect Fee (5%) to be paid after the all the requirements set forth in Article II, Section 30, have been completed and the PROJECT is certified by the DSA.

TOTAL THROUGH PROJECT 100% of actual Architect Fee based on computed costs.
CERTIFICATION BY THE DSA

EXHIBIT "B"

**ARCHITECT'S FEE SCHEDULE
for New Construction**

1. Nine percent (9%) of the first five hundred thousand dollars (\$500,000.00) of the established construction budget as defined in the Project Work Authorization (Maximum of \$45,000.00)
2. Eight and one-half percent (8 1/2%) of the next five hundred thousand dollars (\$500,000.00) of the established construction budget as defined in the Project Work Authorization (Maximum of \$42,500.00)
3. Eight percent (8%) of the next one million dollars (\$1,000,000.00) of the established construction budget as defined in the Project Work Authorization (Maximum of \$80,000.00)
4. Seven percent (7%) of the next four million dollars (\$4,000,000.00) of the established construction budget as defined in the Project Work Authorization (Maximum of \$280,000.00)
5. Six percent (6%) of the next four million dollars (\$4,000,000.00) of the established construction budget as defined in the Project Work Authorization (Maximum of \$240,000.00)
6. Five percent (5%) of the established construction budget as defined in the Project Work Authorization in excess of ten million dollars (\$10,000,000.00).

EXHIBIT "B" (cont.)

**ARCHITECT'S FEE SCHEDULE
for Reconstruction/Modernization**

1. Twelve percent (12%) of the first five hundred thousand dollars (\$500,000.00) of the established construction budget as defined in the Project Work Authorization (Maximum of \$60,000.00)
2. Eleven and one-half percent (11 1/2%) of the next five hundred thousand dollars (\$500,000.00) of the established construction budget as defined in the Project Work Authorization (Maximum of \$57,500.00)
3. Eleven percent (11%) of the next one million dollars (\$1,000,000.00) of the established construction budget as defined in the Project Work Authorization (Maximum of \$110,000.00)
4. Ten percent (10%) of the next four million dollars (\$4,000,000.00) of the established construction budget as defined in the Project Work Authorization (Maximum of \$400,000.00)
5. Nine percent (9%) of the next four million dollars (\$4,000,000.00) of the established construction budget as defined in the Project Work Authorization (Maximum of \$360,000.00)
6. Eight percent (8%) of the established construction budget as defined in the Project Work Authorization in excess of ten million dollars (\$10,000,000.00).



Southern Kern Unified School District

2601 Rosamond Blvd.
Rosamond, CA 93560

Agreement/Contract Coversheet

Vendor/Contractor Name	Date Contract Received	Board Date
Flewelling & Moody, Inc.	6/11/2025	6/18/2025
Contract Title/Name	Contract Effective Dates	Final Contract to Superintendent's Secretary By: 6/11/2025
Project Work Authorization No. 2025-1	From 5/22/2025	
	Until Completed	

Description of Agreement

This Project Work Authorization is part of the Architectural Services Master Agreement dated May, 22, 2025 between Flewelling & Moody, Inc. and SKUSD. Flewelling & Moody is responsible for the design of a New 20,000 sf CTE Building and associated site work at RHS.

Renewal Clause		Automatic Renewal	
		No	
Payment Terms:	Termination Clause	Budgeted Item	
Net 30	N/A	Yes	
Fixed/Startup Costs	N/A	Total Cost (NTE) Per Year	\$912,500.00

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

	<small>Signature</small>	<small>Date</small>
	Robert Irving	6/11/2025

Purchase Order Prepared

	<small>Signature</small>	<small>Date</small>

Ready for Board Agenda

	<small>Signature</small>	<small>Date</small>
	Camie Davies	6/11/2025

**SOUTHERN KERN UNIFIED
SCHOOL DISTRICT
PROJECT WORK AUTHORIZATION
No. 2025-1**

This Work Authorization is issued pursuant to and is a part of the Architectural Services Master Agreement (“Agreement”) dated May 22, 2025 between Flewelling & Moody, Inc. ("Architect") and Southern Kern Unified School District ("District") for Architectural Services (as defined in the Master Agreement).

The “Effective Date” of this Work Authorization is May 22, 2025. This Work Authorization may be amended by the written agreement of the Architect and District.

Project. The Architect is responsible for Services under the Agreement and this Work Authorization for the design of a New 20,000 sf CTE Building and associated site work at Rosamond High Early College Campus:

School Name/Address	Construction Budget
Rosamond High Early College Campus 2925 Rosamond Blvd, Rosamond, CA 93560	\$14,500,000
TOTAL=	\$14,500,000

“Basic Fee” - Architect Compensation. This Work Authorization shall be for an amount not to exceed the following limits per each Site Project identified. District may, at its discretion, change the budget and/or phasing structure for any phase of this project.

School Name/Site Project	Target Construction Budget	Architect’s Compensation
Rosamond High Early College Campus 2925 Rosamond Blvd, Rosamond, CA 93560	\$14,500,000	\$ 912,500
	Total =	\$ 912,500

Assigned Personnel and Architect Consultants: The Architect designates, and the District hereby accepts the following employees of Architect to provide Services for the Project in the following capacities under this Work Authorization:

Architect/Employee	Name	License #
Principal In Charge	Scott F. Gaudineer, AIA	C-14211
Project Architect(s)	Matt Buchanan, AIA	C-26053

The following are the approved Key Personnel for Architect:

Employee Name/Title
Joselito Lacson / Construction Administrator

Architect shall not reassign any of the key personnel listed above without prior written approval by the District unless said personnel cease to be employed by the Architect. In which case, District shall be allowed to interview and approve replacement personnel. Prior to commencement of services by any Architect Consultant, Architect shall provide the same information to District, and shall obtain District approval, for the personnel of each such Architect Consultant.

Basic Services and Deliverables: The Architect shall perform the services and deliverables in accordance with the terms of the Architectural Services Master Agreement and this Work Authorization.

Performance: All work must be performed and completed to the acceptance of the District and to industry standards or better. Payment will not be made for work or Services deemed unacceptable. Architect agrees and understands that failure to adequately perform the Services in accordance with the anticipated schedule, identified in Exhibit A of this project work authorization, may cause delays and may result in District incurring additional costs and that, if such delays are directly resulting from action or inaction by Architect or Architect Consultants, Architect may be held responsible under the terms of the Agreement and a portion of its fees may be in jeopardy.

Changes. Any change(s) to the Phasing, Scope of Services and Deliverables, Schedule, Assigned Personnel and/or Compensation shall be approved in advance by District and will require an amendment to this Work Authorization.

Part of Agreement. This Work Authorization is a part of the Agreement and shall be interpreted in light of the provisions of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Work Authorization under the AGREEMENT referenced above.

Architect

Southern Kern Unified School District

By: _____
 Name: Scott Gaudineer
 Title: President
 Date: May 22, 2025

Digitally signed by Scott Gaudineer
 DN: CN=US,
 E=sgaudineer@firewelling-moody.com,
 CN=Scott Gaudineer
 Date: 2025.05.19 08:51:06-07'00

By: _____
 Name: _____
 Title: _____
 Date: _____

EXHIBIT A

**Schedule For The Architect's Services
New 20,000 sf CTE Building and Associated Sitework**

Phase	Start	Finish
Schematic Design	5/5/25	7/5/25
Design Development	7/6/25	9/5/25
Construction Documents	9/6/26	11/30/25
DSA Approval	12/1/25	3/1/26
Bidding	2/15/26	4/1/26
Construction Administration	4/15/26	7/1/27
Project Closeout	7/1/27	9/1/27