

September 1, 2026

Board of Supervisors
Kern County Administrative Center
1115 Truxtun Avenue
Bakersfield, CA 93301

**REQUEST FOR RETROACTIVE APPROVAL OF PROPOSED AMENDMENT NO. 2
TO MEMORANDUM OF UNDERSTANDING WITH BUTTONWILLOW
UNION SCHOOL DISTRICT TO EXTEND THE TERM FROM
JUNE 30, 2025 THROUGH JUNE 30, 2027
(Fiscal Impact: None)**

On February 14, 2023, your Board approved a Memorandum of Understanding (MOU) between the Kern County Library (KCL) and the Buttonwillow Union School District (BUSD) that increased library hours/days for expanded learning opportunities. The term of the MOU was from February 14, 2023, through June 30, 2024. On June 18, 2024, the Board approved Amendment No. 1 extending the term of the MOU to June 30, 2025. Now the KCL requests your Board retroactively approve Amendment No. 2 of the MOU with BUSD to extend the term of the MOU from June 30, 2025, through June 30, 2027.

The Buttonwillow School District was awarded state funding through a program called Expanded Learning Opportunities Program to be used for before and after school, summer, or intersession learning programs that focus on developing the academic, social, emotional, and physical needs and interest of pupils through hands-on and engaging learning experiences.

The County Administrative Office has reviewed and concurs with this request. The amended agreement No. 2 has been reviewed and approved as to form by County Counsel.

Therefore, IT IS RECOMMENDED that your Board retroactively approve Amendment No. 2 to MOU with BUSD providing increased hours at Buttonwillow Branch Library, to extend the term from June 30, 2025, through June 30, 2027, and authorize the Director of Libraries to sign the amended MOU and related documents.

Sincerely,



Andie Sullivan,
Director of Libraries

cc: CAO
County Counsel

AMENDMENT NUMBER 002

**MEMORANDUM OF UNDERSTANDING BETWEEN
KERN COUNTY LIBRARY AND BUTTONWILLOW UNION SCHOOL DISTRICT
FOR THE USE OF STATE ELO-P FUNDING TO EXPAND THE HOURS,
CAPABILITIES AND ENRICHMENT PROGRAMS OFFERED TO CHILDREN
THROUGH THE BUTTONWILLOW BRANCH OF THE KERN COUNTY LIBRARY**

THIS AMENDMENT NUMBER 002 ("AMENDMENT") TO THIS MEMORANDUM OF UNDERSTANDING, effective this 1 day of July, 2026, by and between the COUNTY OF KERN, a political subdivision of the State of California, as represented by the Kern County Library ("County"), with its principal location at 701 Truxtun Avenue, Bakersfield, CA 93301, and the Buttonwillow Union School District, a Local Education Agency ("BUSD"), whose principal place of business is at 42600 Highway 58, Buttonwillow, CA 93206. The County and BUSD may be collectively referred to as the "Parties" or individually as a "Party."

WHEREAS:

- a. The Parties entered into a Memorandum of Understanding ("MOU") dated February 14, 2023, and subsequently amended by Amendment 001 on June 18, 2024; and
- b. Pursuant to Section XVII of the MOU, the agreement may be modified in writing upon mutual written agreement of both Parties; and
- c. The Parties desire to:
 - 1) Extend the term of the agreement through June 30, 2027.
 - 2) Establish an automatic annual renewal process, contingent upon the continued availability of State ELO-P funding.
 - 3) Repeal and replace Section II (Kern County Library's Responsibilities) of the MOU to update operational guidelines, program offerings, and budget caps.

NOW, THEREFORE, IT IS MUTUALLY AGREED by and between the Parties to amend the MOU as follows:

SECTION 1: AMENDMENT TO SECTION 1 (TERM OF THE AGREEMENT)

Section I (Term of the Agreement) of the MOU is hereby amended in its entirety to read as follows:

I. TERM OF THE AGREEMENT

The term of this agreement shall be from February 14, 2023, through June 30, 2027. This agreement shall automatically renew on July 1st of each subsequent year for successive one-year terms provided that:

1. State ELO-P funding (or equivalent replacement funding) remains available and is renewed to BUSD for this purpose; and
2. Neither Party has provided a written notice of termination to the other Party at least thirty (30) days prior to the renewal date.

SECTION 2: REPEAL AND REPLACEMENT OF SECTION II (KERN COUNTY LIBRARY'S RESPONSIBILITIES)

Section II (Kern County Library's Responsibilities) of the MOU is hereby repealed in its entirety and replaced with the following revised responsibilities:

II. KERN COUNTY LIBRARY'S RESPONSIBILITIES

County agrees to commit to:

1. Opening three (3) additional days per week (Monday, Tuesday, Wednesday) for a total of five (5) days – Monday through Friday at the Buttonwillow Branch.
2. The Buttonwillow Branch will be open from 2:00 p.m. to 6:00 p.m. to the public, with staffing arriving 30 minutes prior to 2:00 p.m. and staying 30 mins after 6:00 p.m.
3. During the June and July months when "Lunch at the Library" is implemented, the Buttonwillow Branch will add three additional "open to the public" hours on Mondays, Tuesdays, and Wednesdays to accommodate serving lunch and ELO-P activities. Staff will work from 10:30 a.m. to 6:30 p.m. to accommodate lunch service and the Buttonwillow Branch will be open to the public from 11:00 a.m. to 6:00 p.m. starting on the first Monday in June through the last Wednesday of July.
4. Hire, train and maintain three (3) extra-help employees to run the Buttonwillow Branch on the three additional operating days.
5. Expand programming for elementary-aged children including Storytimes, STEM activities, book clubs, makerspace activities, more literacy-focused programs, and other enrichment activities.
6. Provide programming to support parents as the child's first teacher. Total expenditures for programming support and materials under this item shall not exceed \$7,500.
7. Order and purchase new library materials to refresh the materials collection, which will provide new content for the Buttonwillow community. Total expenditures for collection development and new materials under this item shall not exceed \$12,500.

SECTION 3: RATIFICATION

Except as expressly amended herein, all provisions of the MOU dated February 14, 2023, and as amended on June 18, 2024, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, this Amendment number 002 to the Memorandum of Understanding has been executed as of the date indicated above.

APPROVED AS TO CONTENT:

Signed by:
By Hiedi Witcher
Hiedi Witcher, Superintendent

Date 8/5/2026

COUNTY OF KERN

Signed by:
By Andie Sullivan
Andie Sullivan, Director of Libraries

Date 8/5/2026

APPROVED AS TO FORM:

Office of the County Counsel

Signed by:
By Stephanie Bouey
Stephanie Bouey, Deputy County Counsel

Date 8/5/2026

Certificate Of Completion

Envelope Id: 10B5ABDF-CE35-80EA-83B5-2FF6053550B1
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 Source Envelope:
 Document Pages: 3
 Certificate Pages: 5
 AutoNav: Enabled
 Envelope Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
 Alexandra Martinez
 701 Truxtun Avenue
 Bakersfield, CA 93301
 asb0712@sjvls.org
 IP Address: 2607:f380:8c9:3

Record Tracking

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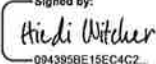
Holder: Alexandra Martinez
 asb0712@sjvls.org

Location: DocuSign

Signer Events

Hiedi Witcher
 HWitcher@buttonwillowschool.com
 Superintendent
 Security Level: Email, Account Authentication
 (None)

Signature

Signed by:

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 Signature Adoption: Pre-selected Style
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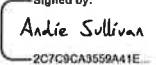
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Andie Sullivan
 andie.sullivan@kernlibrary.org
 Security Level: Email, Account Authentication
 (None)

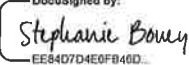
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Electronic Record and Signature Disclosure:

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Stephanie Bouey
 sbouey@kerncounty.com
 Deputy County Counsel
 Kern County
 Security Level: Email, Account Authentication
 (None)

DocuSigned by:

 EE8407D4E0F846D...
 Signature Adoption: Pre-selected Style
 Using IP Address: 97.78.224.183

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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Kern Business Office kebusinessoffice@sjvls.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 8/5/2026 11:02:55 AM Viewed: 8/5/2026 11:03:31 AM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	8/5/2026 10:12:59 AM
Signing Complete	Security Checked	8/5/2026 11:02:54 AM
Completed	Security Checked	8/5/2026 11:02:55 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

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