REGULAR BOARD MEETING AGENDA

Wednesday, November 18, 2020 HESD District Office Board Room 714 N. White Street, Hanford, CA

OPEN SESSION

5:30 p.m.

- Call to Order
- Members Present
- Pledge to the Flag

5:30 P.M. **PUBLIC HEARING:** Resolution #16-21: Approval of the Facility Solutions Agreement Between HESD and SitelogIQ (Endo)

1. PRESENTATIONS, REPORTS AND COMMUNICATIONS

(In order to insure that members of the public are provided an opportunity to address the Board on agenda items or non-agenda items that are within the Board's jurisdiction, agenda items may be addressed either at the public comments portion of the agenda, or at the time the matter is taken up by the Board. A person wishing to be heard by the Board shall first be recognized by the President and identify themselves. Individual speakers are allowed three minutes to address the Board. The Board shall limit total time for public input on each item to 20 minutes.)

- a) Public comments
- b) Board and staff comments
- c) Requests to address the Board at future meetings
- d) Review dates to remember

2. CONSENT ITEMS

(Items listed are considered routine and may be adopted in one motion. If discussion is required, a particular item may be removed upon request by any Board member and made a part of the regular business.)

- a) Accept warrant listings dated October 23, 2020; October 30, 2020 and November 6, 2020.
- b) Approve minutes of Regular Board Meeting held on October 28, 2020 and Special Bord Meeting held November 2, 2020.
- c) Approve interdistrict transfers as recommended.

3. INFORMATION ITEMS

- a) Receive for information the monthly financial reports for the period of 07/01/2020 10/31/2020 (Endo)
- b) Receive for information the HESD Reopening Update (Gabler)

4. BOARD POLICIES AND ADMINISTRATION

- a) Hear comments from the public and consider approval of negotiated successor agreement with the California School Employees Association (CSEA), Chapter #344 (Martinez)
- Materials related to an item on this agenda submitted to the Board after distribution of the agenda packet are available for public inspection at the superintendent's Office located at 714 N. White Street, Hanford, CA during regular business hours.
- Any individual who requires disability-related accommodations or modifications, including auxiliary aides and services, in order to participate in the Board meeting should contact the Superintendent in writing.

5. PERSONNEL (Martinez)

a) Employment

Certificated

• Zachary Martin, Teacher, King, Probationary, effective 11/18/20

Classified

- Meztli Curiel, Bilingual Clerk Typist II 5.0 hrs., Monroe, effective 10/23/20
- Ruth Hernandez, Licensed Vocational Nurse 6.0 hrs., Washington, effective 11/5/20
- Veronica Sanchez, Bus Driver 4.5 hrs., Transportation, effective 10/20/20 Temporary Employees/Substitutes
 - Brooks Brockett, Substitute Custodian, effective 10/16/20
 - Carolina Munoz Gomez, Substitute Special Education Aide, Special Circumstance Aide, Yard Supervisor and READY Program Tutor, effective 10/16/20
 - Olga Ramirez, Substitute Yard Supervisor and Translator: Oral Interpreter and Written Translation, effective 11/4/20
- b) Resignations
 - Nancy Coon, Substitute Alternative Education Aide, Instructional Aide, Special Education Aide, Clerk Trainee and READY Program Tutor, effective 9/23/19
 - Isabel Amado Leal, READY Program Tutor 4.5 hrs., Jefferson, effective 10/20/20
 - Gary Norris, Lead Custodian 8.0 hrs., Roosevelt, effective 10/30/20
- c) More Hours
 - Carrie Canada, Yard Supervisor, from 2.5 hrs. to 3.5 hrs., Roosevelt, effective 10/6/20
 - Valarie Casarez, Yard Supervisor, from 1.0 hrs. to 2.0 hrs., Roosevelt, effective 10/15/20
 - Joyce Martinez, Yard Supervisor, from 2.5 hrs. to 3.5 hrs., Washington, effective 11/2/20
- d) Reclassification
 - Paul Borges, from Bus Driver/Service Worker 8.0 hrs., (Range 10) to Bus Driver/Mechanic – 8.0 hrs., (Range 13), Transportation/DSF, effective retroactive to 7/1/19
- e) Salary/Wage Schedules for 2020-2021
 - Management/Professional Specialist/Confidential Salary Schedule
 - Classified Substitute/Temporary Wage Schedule
- f) Job Descriptions
 - Account Technician II Accounts Payable (revised)
 - Administrative Secretary I (revised)
 - Administrative Secretary II (revised)
 - Bus Driver (revised)
 - Bus Driver/Mechanic (new)
 - Bus Driver/Service Worker Addendum (revised)
 - Dispatcher (revised)
 - Lead Mechanic (revised)
 - Mechanic (revised)

6. FINANCIAL (Endo)

- a) Consider adoption of Resolution #16-21, approval of the Facility Solutions Agreement between the HESD and SitelogIQ
- b) Consider approval of the Kings County Treasurer's Quarterly Compliance Report
- c) Consider approval of the 1st Interim Report
- d) Consider adoption of the LCFF Budget Overview for Parents (BOP)
- e) Consider the adoption of Resolution #15-21: 20-21 Budget revisions-1st interim

7. FUTURE ITEMS

a) Set date for Annual Organizational Meeting: December 16, 2020

ADJOURN MEETING

NOTICE OF PUBLIC HEARING

ADOPT RESOLUTION MAKING CERTAIN FINDINGS FOR GOVERNMENT CODE SECTION 4217, APPROVAL OF FACILITY SOLUTIONS AGREEMENT BETWEEN THE HANFORD ELEMENTARY SCHOOL DISTRICT "DISTRICT" AND SITELOGIQ FOR THE PURPOSE OF CONSTRUCTION, INSTALLATION OF ENERGY EFFICIENCY MEASURES ON SELECTED DISTRICT SITES.

The Board of Trustees of the Hanford Elementary School District (District) will hold a public hearing on November 18, 2020, at 5:30 p.m., for the purpose of taking public comments and adopting a resolution making certain findings, and authorizing and approving a Facility Solutions Agreement with Sitelogiq for the implementation of certain energy-related improvements to the District's facilities in accordance with California Government Code Sections 4217.10 to 4217.18. The public hearing will be held in the Board Room, located at 714 N. White Street, Hanford, California 93230.

The Board shall also consider adoption of findings that it is in the best interest of the District to enter into the Facility Solutions Agreement for implementation of the energy-related improvements to the District's facilities. The Board shall further consider adoption of findings that the anticipated cost to the District for thermal or electrical energy or conservation services provided by the energy related improvements per the Facility Solutions Agreement will be less than the anticipated marginal cost to the District of thermal, electrical, or other energy that would have been consumed by the District in absence of purchasing the energy improvements.

Posted: 11/03/20

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO:	Joy C. Gabler
FROM:	David Endo
DATE:	11/09/2020
FOR:	☑ Board Meeting☑ Superintendent's Cabinet
FOR:	☐ Information ☐ Action
Date you wish t	o have your item considered: 11/18/2020
ITEM: Consider approv	val of warrants.
	tion is requesting the approval of the warrants as listed on the registers dated /20 and 11/06/20.
FISCAL IMPA See attached.	ACT:

RECOMMENDATIONS:

Approve the warrants.

Warrant Register For Warrants Dated 10/23/2020

Page 1 of 1

10/23/2020 7:37:54AM

Warrant Number	Vendor Number	Vendor Name	Amount
12647428	14	ACSA Membership Dues	\$1,525.00
12647429	6431	AMAZON.COM Office Supplies/Medical Supplies/COVID Matls	\$6,807.36
12647430	6253	AT&T Telephone	\$2,878.57
12647431	6331	PAUL BORGES Other Services	\$12.00
12647432	1670	CONTRACT PAPER GROUP INC Warehouse	\$21,846.83
12647433	4815	DIGITECH INTEGRATIONS INC Maint Matls	\$2,884.93
12647434	4893	DISCOVERY EDUCATION Software License	\$1,280.00
12647435	7206	EBLI Software License	\$1,800.00
12647436	4001	JENNIFER FAUNTLEROY Allowance	\$140.63
12647437	3643	FERGUSON ENTERPRISES LLC #686 Custodial Matls	\$2,059.20
12647438	1393	GAS COMPANY Gas	\$51.59
12647439	4532	HENRY SCHEIN INC Warehouse	\$450.88
12647440	2188	THE HOME DEPOT PRO Custodial Supplies	\$82.65
12647441	5264	HOUGHTON MIFFLIN HARCOURT Books	\$14.64
12647442	759	DARYL L. JOHNSON Allowance	\$24.95
12647443	779	KEENAN & ASSOC. CPIC Health & Welfare	\$5,475.00
12647444	778	KEENAN & ASSOC. MED. EYE SERV. Health & Welfare	\$10,297.23
12647445	3760	KINGS COUNTY AIR Maint Matls	\$400.00
12647446	7312	MATTHEW KNEVELBAARD Mileage	\$77.11
12647447	5906	MICHAEL KOSS Allowance	\$32.18
12647448	6905	BLANCA MARTINEZ Rewards	\$222.55
12647449	2491	MID-COUNTY FIRE EXTINGUISHER Repairs	\$203.00
12647450	5738	MIDNIGHT CRANE SERVICE INC Rentals	\$275.00
12647451	1074	OUTDOOR CREATIONS INC. Equipment	\$15,335.25
12647452	4465	CYNTHIA PURSELL Rewards	\$181.41
12647453	7280	PUT-IN-CUPS LLC Instl Matls	\$693.00
12647454	1374	SMART & FINAL STORES (HFD DO) Supplies	\$121.58
12647455	1403	STANISLAUS FOUNDATION - DENTAL Other Services	\$16,073.92
12647456	3694	JEROD STRONG Allowance	\$104.00
12647457	2138	THE TREE HOUSE Warehouse \$1,291.	
12647458	3749	ULINE INC Medical Matls	\$2,035.58
12647459	1647	VERITIV OPERATING COMPANY Warehouse	\$1,046.55

Total Amount of All Warrants:

\$95,724.42

7

Credit Card Register For Payments Dated 10/23/2020

Page 1 of 1 10/23/2020 7:38:16AM

Document Number	Vendor Number	Vendor Name	Amount
14029563	5008	DECKER INC Grounds Matls	\$219.42
14029564	831	LAKESHORE LEARNING MATERIALS Warehouse	\$3,859.39
14029565	3745	PRO-ED Books	\$2,212.51
14029566	1702	TRIPLE J CONCRETE Repairs	\$475.68

Total Amount of All Credit Card Payments:

\$6,767.00

Warrant Register For Warrants Dated 10/30/2020

Page 1 of 1

10/30/2020 8:48:12AM

Warrant Number	Vendor Number	Vendor Name	Amount
12648061	6431	AMAZON.COM Instl Matls/READY Supplies/Distance Learning Matls	\$3,609.01
12648062	59	AMERIPRIDE UNIFORM SERVICES Kitchen Laundry/Mop/Mat Service	\$161.92
12648063	3947	ATKINSON ANDELSON LOYA RUUD & ROMO Legal	\$1,533.00
12648064	91	AUTOMATED OFFICE SYSTEMS Leases	\$4,932.39
12648065	7167	AVERIE GRACE DESIGNS READY Matls	\$386.10
12648066	4983	B & H PHOTO-VIDEO Equipment	\$2,471.38
12648067	6469	JENNIFER BAKER Other Services	\$44.85
12648068	3465	CATHERINE A CASTANEDA Instl Matls	\$189.99
12648069	1667	CDW GOVERNMENT INC. Tech Matls	\$214,161.81
12648070	4178	COOK'S COMMUNICATION Radio Matls	\$580.39
12648071	4815	DIGITECH INTEGRATIONS INC Other Services	\$720.00
12648072	7456	EIDE BAILLY LLP Audit Expense	\$14,809.00
12648073	7317	FORENSIC ANALYTICAL SERVICES INC. Buildings & Improvements	\$8,058.50
12648074	1769	FRESNO PRODUCE Food	\$2,650.25
12648075	591	GOLD STAR FOODS Food	\$784.50
12648076	604	GRAINGER Social Distancing Matls	\$752.36
12648077	4532	HENRY SCHEIN INC Warehouse	\$1,290.01
12648078	2188	THE HOME DEPOT PRO COVID Supplies	\$815.06
12648079	2528	INDUSTRIAL PLUMBING SUPPLY Maint Matls	\$361.68
12648080	7457	KG COMMUNICATIONS INC. Other Services	\$1,174.45
12648081	818	KROEKER INC Repairs	\$250.00
12648082	7595	OTICON INC Medical Matls	\$85.08
12648083	5111	P & R PAPER SUPPLY COMPANY INC Kitchen Supplies	\$701.24
12648084	7179	EVELIN PACHECO Reissued Refund	\$20.35
12648085	1168	PRODUCERS DAIRY PRODUCTS Food	\$5,085.26
12648086	5456	RICK'S VENDING Instl Matls	\$348.39
12648087	7639	ROSELVA ROSSEL Prepaid Meals	\$15.55
12648088	7582	SAVVAS LEARNING COMPANY LLC Textbooks	\$145.91
12648089	1356	SILVAS OIL COMPANY INC. Fuel	\$1,010.38
12648090	6826	SITELOGIQ Buildings & Improvements	\$65,944.00
12648091	1403	STANISLAUS FOUNDATION – DENTAL Other Services	\$1,638.30
12648092	1444	SYSCO FOODSERVICES OF MODESTO Food	\$11,433.52
12648093	6944	TETER LLP Buildings & Improvements	\$8,897.50
12648094	5946	THE HARTFORD Health & Welfare	\$1,223.59
12648095	1508	U.S. POSTAL SERVICE (CMRS-POP) Postage	\$6,500.00
12648096	5915	STEFANIE UMSCHEID Incentives	\$137.87
12648097	4522	US AIR CONDITIONING DIST INC. Equipment Replacement	\$5,498.67
12648098	7597	V.E. RALPH & SON INC. Warehouse	\$768.75
12648099	1558	VERIZON WIRELESS Telephone	\$1,277.89
12648100	1575	WALMART COMMUNITY RFCSLLC Homeless Needs	\$2,090.14

Total Amount of All Warrants:

\$372,559.04

Credit Card Register For Payments Dated 10/30/2020

Page 1 of 1

10/30/2020 8:48:37AM

Document Number	Vendor Number	Vendor Name	Amount
14029608	1071	ORIENTAL TRADING CO. INC. Instl Matls	\$152.68
14029609	1214	REALLY GOOD STUFF Instl Matls	\$132.90
14029610	5391	STARFALL EDUCATION Software License	\$270.00
14029611	1466	TERMINIX INTERNATIONAL Kitchen Pest Control	\$40.00
14029612	1637	WOODWIND & BRASSWIND Band Matls	\$328.02

Total Amount of All Credit Card Payments:

\$923.60

Warrant Register For Warrants Dated 11/06/2020

Page 1 of 1

11/6/2020 7:47:00AM

Warrant Number	rrant Number Vendor Number Vendor Name		Amount	
12648484	7637	ACS MATERIAL LLC Medical Supplies	\$10,445.89	
12648485	4566	ALLIED STORAGE CONTAINERS Rentals	\$48.01	
12648486	6431	AMAZON.COM READY Matls/Office Supplies/Instl Matls	\$6,202.56	
12648487	6253	AT&T Telephone	\$44.02	
12648488	4983	B & H PHOTO-VIDEO Instl Media	\$3,860.87	
12648489	4859	CALIFORNIA DIESEL COMPLIANCE Transportation	\$799.00	
12648490	236	STATE OF CALIFORNIA Other Services	\$49.00	
12648491	5360	EDUPOINT EDUCATIONAL SYSTEMS Conference	\$199.00	
12648492	3682	FASTENAL Maint/Grounds Matls	\$82.60	
12648493	3643	FERGUSON ENTERPRISES LLC #686 Custodial Supplies	\$36,759.94	
12648494	7633	FIT AND FUN PLAYSCAPES LLC Instl Matls	\$1,275.00	
12648495	1393	GAS COMPANY Gas	\$190.84	
12648496	7528	GLOBAL EQUIPMENT COMPANY INC Office Matls	\$315.25	
12648497	7592	HANFORD SENTINEL Other Services	\$509.00	
12648498	4059	BRENT HANKE Allowance	\$162.35	
12648499	4532	HENRY SCHEIN INC Warehouse	\$333.33	
12648500	2188	THE HOME DEPOT PRO Custodial Supplies	\$787.64	
12648501	796	KINGS COUNTY OFFICE OF ED Other Services	\$172,633.16	
12648502	802	KINGS COUNTY PIPE & SUPPLY Maint/Grounds Supplies	\$466.27	
12648503	5270	KUTA SOFTWARE LLC Software License	\$620.00	
12648504	5407	LOZANO SMITH Conference	\$630.00	
12648505	912	MANGINI ASSOCIATES INC. Land Improvements	\$4,478.92	
12648506	977	ORAL E. MICHAM INC. Buildings & Improvements	\$7,668.22	
12648507	977	ORAL E. MICHAM INC. Buildings & Improvements	\$441,174.49	
12648508	5510	NEWEGG.COM Tech Matls	\$374.09	
12648509	1058	OFFICE DEPOT Instl Matls	\$386.08	
12648510	7636	PEAR DECK INC Software License	\$2,200.00	
12648511	1082	PROMOTE MARKETING CONCEPTS Equipment	\$1,356.71	
12648512	7485	RIVERSIDE COMMUNITY CARE INC. Other Services	\$1,095.00	
12648513	5067	RUSSELL SIGLER INC Maint Supplies	\$190.83	
12648514	2985	ELIZABETH SASSELLI Allowance	\$123.29	
12648515	7609	SEVILLE CLASSICS INC Office Matls	\$1,549.66	
12648516	3131	SHERWIN-WILLIAMS CO Maint/Transp Matls	\$992.96	
12648517	1392	SOUTHERN CALIFORNIA EDISON CO. Electricity	\$30,416.04	
12648518	2031	SOUTHWEST SCH & OFFICE SUPPLY Warehouse	\$717.06	
12648519	1404	STANISLAUS FOUNDATION – ADMIN Other Services	\$2,656.00	
12648520	1403	STANISLAUS FOUNDATION – DENTAL Other Services	\$7,612.45	
12648521	4381	STAPLES - BUSINESS ADVANTAGE Office Supplies/Warehouse	\$1,657.90	
12648522	7092	SUNCREST BANK Buildings & Improvements	\$403.58	
12648523	7092	SUNCREST BANK Buildings & Improvements	\$23,219.72	
12648524	7600	T.P. THOMAS PLUMBING INC Repairs	\$8,279.00	
12648525	1506	TWB INSPECTIONS Buildings & Improvements	\$3,750.00	
12648526	3154	UPS Postage \$69		
12648527	6943	WEST VALLEY SUPPLY Grounds Matls	\$227.79	
12648528	1873	ZEE MEDICAL SERVICE CO. First Aid Supplies	\$366.85	
12648529	7605	ZOOM VIDEO COMMUNICATIONS INC Software License \$3,612		

Credit Card Register For Payments Dated 11/06/2020

Page 1 of 1

11/6/2020	7:47:26AM

Document Number	Vendor Number	Vendor Name	Amount
14029649	273	CASBO Conf	\$815.00
14029650	415	DELRAY TIRE & RETREADING INC. Repairs	\$277.33
14029651	509	EWING IRRIGATION PRODUCTS Grounds Matls	\$1,697.56
14029652	1002	MORGAN & SLATES INC. Maint Supplies	\$148.20
14029653	1071	ORIENTAL TRADING CO. INC. Instl Matls	\$1,291.92
14029654	2888	TARGET SPECIALTY PRODUCTS Equipment	\$2,430.53

Total Amount of All Credit Card Payments:

\$6,660.54

Hanford Elementary School District Minutes of the Regular Board Meeting October 28, 2020

Minutes of the Regular Board Meeting of the Hanford Elementary School District Board of Trustees on October 28, 2020 at the District Office Board Room, 714 N. White Street, Hanford, CA.

Call to Order

President Strickland called the meeting to order at 5:30 p.m. Trustee Garcia, Garner, Hernandez and Revious were present.

Present

HESD Managers Joy C. Gabler, Superintendent, and the following administrators were present: Doug Carlton, David Endo, Lucy Gomez, Jaime Martinez, Karen McConnell, Gerry Mulligan, Jill Rubalcava and Jay Strickland.

Closed Session Trustees adjourned to closed session for the purpose of: • Conference with Labor Negotiators (GC 54957.6)

Open Session

Trustees returned to open session at 6:24 p.m.

Labor **Negotiations** No action was taken by the Board in Closed Session.

Public Comments

Comment was sent via public comment email: David Robinson stated "I have a 5th grader and 7th grader at HESD. Please open for in person instruction within 13 days so it meets the current tier. If you don't open while we are in the current red tier, the guidelines would require us to stay closed if by chance we go back into the purple tier. My sons need in-person instruction desperately. The virus has little to no impact on their age group. The education code specifies that schools "should offer in-person instruction to the greatest extent possible", even in this time. I have reviewed your advertised plan for when schools can reopen and see you meet this requirement. I support the in-person instruction for students immediately and know the options for those who don't are still available. Give us who do want in-person instruction a chance to show it can work under your guidelines."

Board and Staff None Comments

Requests to Address the **Board**

None

Dates to Remember

President Strickland reviewed dates to remember: Holiday – November 11th; Board meeting – November 18th; Parent Teacher Conference – November 23rd and 24th; Thanksgiving Break – 25th to 27th.

CONSENT ITEMS

Trustee Revious made a motion to take consent items "a" through "c" together. Trustee Garcia seconded; motion carried 5-0:

Garcia – Yes Garner – Yes Hernandez – Yes Revious – Yes Strickland – Yes

Trustee Revious then made a motion to approve consent items "a" through "c". Trustee Garcia seconded; motion carried 5-0:

Garcia – Yes Garner – Yes Hernandez – Yes Revious – Yes Strickland – Yes

The items approved are as follows:

- a) Warrant listings dated October 9, 2020 and October 16, 2020.
- b) Minutes of the Regular Meeting held on October 14, 2020.
- c) Interdistrict transfers as recommended.
- d) Donation of 555 handmade masks to Roosevelt School

Trustee Revious thanked masks donors.

INFORMATION ITEMS

1st Williams Quarterly Report

a) Joy Gabler, Superintendent, presented for information the first quarterly report regarding the Williams Uniform Complaints. Joy reported no complaints were filed during the first quarter.

Measure U – Series C Bonds

b) David Endo, Chief Business Official, presented for information the sale of Measure U Series C Bonds. David introduced Jason List from Isom Advisors, Inc. Jason shared a Power Point presentation regarding a summary of the bond sale results. He reviewed the election of 2016, the bond authorization overview, bond rating and bond sale.

Independent Citizen's Bond Committee Annual Report

c) David Endo, Chief Business Official, presented for information the Independent Citizen's Bond Oversight Committee Annual Report. The brief report was included in the back-up and shows how it aligns with the bylaws.

HESD Reopening Update

d) Joy Gabler, Superintendent, presented for information the HESD Reopening Update. She gave a brief overview of Kings County tier status, the HESD reopening plan, teacher survey and parent survey on reopening choice and reopening logistics with tentative reopening dates of November 9th or 16th for grades TK, K & 1st and November 16th or 30th for grades 2nd, 3rd, 4th, 5th and 6th and JHS students identified with needing support.

BOARD POLICIES AND ADMINISTRATION

COVID-19

Waiver

a) Item was tabled. No action was taken by the Board.

Day School

CSI Community b) Trustee Garcia made a motion to approve the Comprehensive Support and Improvement (CSI) Community Day School. Trustee Revious seconded; motion carried 5-0:

> Garcia – Yes Garner - Yes Hernandez – Yes Revious – Yes Strickland – Yes

Mangini Associates, Inc. Agreement

c) Trustee Garcia made a motion to approve the architectural services agreement with Mangini Associates, Inc. for the reroofing of the cafeteria and library at Woodrow Wilson Junior High School. Trustee Revious seconded; motion carried 5-0:

Garcia – Yes Garner - Yes Hernandez – Yes Revious - Yes Strickland - Yes

PERSONNEL

Trustee Revious made a motion to take Personnel items "a" through "e" together. Trustee Hernandez seconded; the motion carried 5-0:

Garcia – Yes Garner - Yes Hernandez – Yes Revious - Yes Strickland – Yes

Trustee Revious then made a motion to approve Personnel items "a" through "e". Trustee Garcia seconded; the motion carried 5-0:

Garcia – Yes Garner – Yes Hernandez – Yes Revious - Yes Strickland – Yes

The following items were approved:

Item "a"-**Employment**

Classified

- Maria Flores, Bilingual Clerk Typist II 5.0 hrs., Wilson, effective 10/13/20 Temporary Employees/Substitutes
 - Veronica Sanchez, Substitute Yard Supervisor and Bus Driver, effective 9/18/20

Item "b" -Resignations

- Sandra Davis, Substitute Food Service Worker I, effective 4/29/20
- Susan Ortuzar, Account Technician II 8.0 hrs., Fiscal Services, effective 10/30/20
- Ada Portilla, READY Program Tutor 4.5 hrs., Simas, effective 10/12/20
- Sonia Ramirez, Yard Supervisor 3.5 hrs., Simas, effective 9/29/20
- Oratio Smith, Substitute Yard Supervisor, effective 3/9/20
- Laura Terrazas, Licensed Vocational Nurse 6.0 hrs., Washington, effective 10/30/20

Item "c"-Voluntary Transfer

• Claudia Vega Valtierra, Bilingual Clerk Typist II – 5.0 hrs., from Monroe to Kennedy, effective 11/2/20

Item "d"-Salary/Wage Schedules

Salary/Wage Schedules for 2020-2021

Non-Represented Part-Time Employee Wage Schedule

with Fresno **PUS**

Item "e" – MOU Consider approval of an Internship Memorandum of Understanding between Fresno Pacific University School of Education and Hanford Elementary School District

> Authorize agreement to enter into a Memorandum of Understanding between Hanford Elementary School District and Fresno Pacific University School of Education regarding Intern Teacher Support for the 2020-2021 school year

FINANCIAL

Citizen's Oversight Committee

a) Trustee Revious made a motion to adopt the #13-21: Budget Revisions – Unrepresented Agreement. Trustee Garner seconded; motion carried 5-0:

Garcia – Yes Garner - Yes Hernandez – Yes Revious – Yes Strickland – Yes

Adjournment

There being no further business, President Strickland adjourned the meeting at 6:57 p.m.

Respectfully submitted,

Joy C. Gabler, Secretary to the Board of Trustees

Approved:			
	Greg Strickland, President	Tim Revious, Clerk	

Hanford Elementary School District Minutes of the Special Board Meeting November 2, 2020

Minutes of the Special Board Meeting of the Hanford Elementary School District Board of Trustees on November 2, 2020 at the District Office Board Room, 714 N. White Street, Hanford, CA.

Call to Order

President Strickland called the meeting to order at 1:00 p.m. Trustee Garcia, Garner, Hernandez and Revious were present.

Present

HESD Managers Joy C. Gabler, Superintendent, and the following administrators were present: Doug Carlton, David Endo, David Goldsmith, Jaime Martinez, Karen McConnell, Jill Rubalcava and Jay Strickland.

Public Comments

- First comment was sent via public website email Janet Eckels stated "I was wanting to know with all the other schools and school districts returning to the classroom, when my 8th grader will be returning? I have a high schooler returning part time next week and want to see my junior high schooler do the same soon. Thank you."
- Second comment was sent via public comment email Rachel Capello (Jefferson Parent) stated "HESD Board, all students should have the option to return to in-person schooling, including 7th and 8th graders. Their education and mental health matters too. Students have been out of in person schooling since March 2020. In August 2020, a survey was given to parents to CHOOSE which is best for their student, online or in-person. Then, no choice was given, and students started the 2020-2021 school year all online. It has been horrible! The school district network doesn't support online learning to the quality it should. We have had so many technical difficulties, on our third chrome book and not switching it out anymore. Classroom has been hacked. More social media bullying exists than ever before. My 8th grade daughter does okay socially dealing with things but I'm speaking up for all the students I know and see who are not okay. It's very concerning. This is an age group dealing with a lot, trying to mature at home and transition for high school. It is very disappointing to learn of the plan on your agenda today which you most likely will pass. We have been patiently waiting and hoping to be in a safe tier to return to school, to find out everyone has a plan to return through Nov. 30 except 7th and 8th graders. This is NOT right, NOT acceptable. Why aren't you offering a CHOICE like you were in August when you thought schools would be open? ALL students should have the RIGHT to return to school! You realize even the Hanford High School District is returning Nov.9 on a Cohort schedule? That's ALL grades, ALL students. Why don't you at least offer such an option for our 7th and 8th graders? Your plan officially makes 7th and 8th grade students the ONLY students in Hanford not allowed ANY in person schooling. You realize all these students will be sitting home ALONE while their siblings go to school and parents are working. Please fix your plan. Do the right thing for ALL Students! Thank you for your time."

Trustee Revious said he had two calls las night regarding the same situation. They want 7th & 8th grades back to in-person instruction. He knows admin is doing the best they can.

Trustee Strickland stated they know its an issue, mainly its logistics not enough teachers and classrooms. We need to get them back in the classroom, but it is a real logistics problem.

Comments

Board and Staff April Silva, HETA President, stated HETA appreciates the work they did with the District and collaborative plan that the District has, they feel this is the safest plan that ensures staff and student's safety. HETA does plan to meet with the District to address 7th & 8th graders returning, they first wanted to make sure they got the little ones back first. April also added, they know and are aware there is going to be issues, but they are confident in the plan. She sees a lot of signs on her campus that state masks need to be worn and they should practice 6-ft social distancing. She wants to ensure that everyone in the District is practicing both. Also, teachers voted on the plan and 86% of teacher agree with the plan that is going to be presented today.

> Trustee Strickland stated getting the 7th and 8th grades up and running is our priority and we are working on it. But safety comes first.

BOARD POLICIES AND ADMINISTRATION

21

Resolution #14-a) Joy Gabler, Superintendent, shared a power point presentation highlighting the HESD instructional choice survey for parents. 5,650 responses were received out of 5,671. 70% of parents chose in-person instruction and 30% to remain in distance learning. They are recommending a phase-in reopening approach to allow younger kids to come on first:

- Monday, November 9th: Grades TK, K & 1st and a program of specific group of students at JFK and WW
- Monday, November 16th: Grades 2nd & 3rd
- Monday, November 30th: Grades 4th, 5th, & 6th
- Grades 7th & 8th: they will continue to work on a plan to bring these students back

Joy also reviewed the instructional day schedule. Trustee Revious asked what the logistics are for 7th & 8th not returning to in-person instruction. Joy said it's all based on the numbers of students requesting in-person and the number of teachers requesting distance teaching due to underling medical reasons. Trustee Garner asked if transportation will be available. Joy said yes, the transporation department is working on a route for parents that absolutely need it.

Trustee Garcia made a motion to adopt the #14-21: Declaring Schools Open for In-Person Instruction. Trustee Revious seconded; motion carried 5-0:

Garcia – Yes Garner - Yes Hernandez – Yes Revious - Yes

	Strickland – Yes
Adjournment	There being no further business, President Strickland adjourned the meeting at 1:35 p.m.
	Respectfully submitted,
	Joy C. Gabler, Secretary to the Board of Trustees
Approve	d:

Tim Revious, Clerk

Greg Strickland, President

No	A/D	Sch Req'd	Home Sch	Date
	,			
I-201	Α	Monroe	Pioneer	11/09/2020
I-202	Α	Monroe	Pioneer	11/09/2020
I-203	Α	Monroe	Pioneer	11/09/2020
I-204	А	Monroe	Pioneer	11/09/2020
I-205	Α	Lincoln	Armona	11/09/2020
1 200			Diaman.	11/00/2020
I-206	Α	Hamilton	Pioneer	11/09/2020
I-207	Α	Hamilton	Pioneer	11/09/2020
I-208	Α	Hamilton	Pioneer	11/09/2020
I-209	A	Simas	Armona	11/09/2020
1-209	A	Sillias	Affilona	11/09/2020
I-210	А	Simas	Armona	11/09/2020
I-211	Α	Simas	Armona	11/09/2020
I-212	Α	Simas	Armona	11/09/2020
1 212		Simus	7 iiiioiia	11,03,2020
I-213	Α	Simas	Armona	11/09/2020
				11/00/0005
I-214	Α	Simas	Armona	11/09/2020
I-215	А	Simas	Pioneer	11/09/2020
I-216	Α	Wilson	Pioneer	11/09/2020

No	A/D	Sch Req'd	Home Sch	Date
0-129	Α	Armona	Washington	11/09/2020
O-130	Α	Armona	Washington	11/09/2020
0-131	Α	Armona	Wilson	11/09/2020
0-132	Α	Armona	Roosevelt	11/09/2020
0-133	Α	Armona	Wilson	11/09/2020

0-134	А	Armona	King	11/09/2020
0-135	Α	Armona	Roosevelt	11/09/2020
O-136	А	Armona	Simas	11/09/2020
0-137	А	Armona	Simas	11/09/2020
O-138	А	Armona	King	11/09/2020
O-139	А	Armona	Lincoln	11/09/2020
O-140	А	Armona	Lincoln	11/09/2020
0-141	А	Armona	Lincoln	11/09/2020

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO:	Joy C.	Gabler
FROM:	David	Endo
DATE:	11/09/	2020
FOR:		Board Meeting Superintendent's Cabinet
FOR:		Information Action

Date you wish to have your item considered: 11/18/2020

ITEM:

Receive for information monthly financial reports for the period of 07/01/2020-10/31/2020.

PURPOSE:

Attached are financial summaries for all of the District's funds for the period of 07/01/2020-10/31/2020.

FISCAL IMPACT:

The financial reports are informational only.

RECOMMENDATIONS:

Receive the monthly financial reports.

13 Hanford Elementary School District Fiscal Year: 2021

Fiscal Position Report

November 2020

Page 1 of 13 11/4/2020 11:39:55AM

Fund: 0100 General Fund

Requested by dendo

	November Amount	YTD Amount	Revised Budget	% of Budget	% Remain
BEGINNING BALANCE					
Net Beginning Balance 9791-9795		\$14,162,587.95	\$14,162,587.95		
REVENUES					
1) LCFF Sources 8010-8099	\$0.00	\$16,780,927.10	\$61,807,626.00	27.15	72.85
2) Federal Revenues 8100-8299	\$0.00	\$6,788,382.87	\$11,032,015.59	61.53	38.47
3) Other State Revenues 8300-8599	\$0.00	\$1,027,113.62	\$7,349,869.89	13.97	86.03
4) Other Local Revenues 8600-8799	\$0.00	\$655,123.31	\$2,596,903.00	25.23	74.77
5) Total, Revenues	\$0.00	\$25,251,546.90	\$82,786,414.48	30.50	69.50
EXPENDITURES					
1) Certificated Salaries 1000-1999	\$0.00	\$8,306,875.61	\$31,539,378.00	26.34	73.66
2) Classified Salaries 2000-2999	\$571.63	\$3,612,267.17	\$12,385,807.00	29.16	70.84
3) Employee Benefits 3000-3999	\$154.56	\$4,298,757.76	\$20,630,772.00	20.84	79.16
4) Books and Supplies 4000-4999	\$3,678.91	\$922,090.77	\$5,363,288.95	17.19	82.81
5) Services, Oth Oper Exp 5000-5999	\$0.00	\$2,088,196.38	\$6,714,820.66	31.10	68.90
6) Capital Outlay 6000-6999	\$0.00	\$201,048.50	\$923,262.34	21.78	78.22
7) Other Outgo(excl. 7300`s) 7100-7499	\$0.00	\$309,199.00	\$1,455,163.00	21.25	78.75
8) Direct/Indirect Support 7300-7399	\$0.00	\$0.00	(\$150,000.00)	0.00	100.00
9) Total Expenditures	\$4,405.10	\$19,738,435.19	\$78,862,491.95	25.03	74.97
OTHER FINANCING SOURCES/USES					
1) Transfers					
B) Transfers Out 7610-7629	\$0.00	\$100,000.00	\$278,000.00	35.97	64.03
2) Other Sources/Uses					
A) Sources 8930-8979	\$0.00	\$0.00	\$0.00	0.00	100.00
3) Contributions 8980-8999	\$0.00	\$0.00	\$0.00	0.00	100.00
4) Total, Other Financing Sources/Uses	\$0.00	(\$100,000.00)	(\$278,000.00)	35.97	64.03
NET INCREASE (DECREASE) IN FUND BALANCE	(\$4,405.10)	\$5,413,111.71	\$3,645,922.53		
ENDING FUND BALANCE		\$19,575,699.66	\$17,808,510.48		

Fiscal Position Report November 2020

11/4/2020 11:39:55AM

Page 2 of 13

Fiscal Year: 2021 Requested by dendo

Fund: 0900 Charter Schools Fund

	November Amount	YTD Amount	Revised Budget	% of Budget	% Remain
BEGINNING BALANCE Net Beginning Balance 9791-9795		\$1,697.00	\$1,697.00		
NET INCREASE (DECREASE) IN FUND BALANCE	\$0.00	\$0.00	\$0.00		
ENDING FUND BALANCE		\$1,697.00	\$1,697.00		

13 Hanford Elementary School District Fiscal Year: 2021

Fiscal Position Report

November 2020

11/4/2020 11:39:55AM

Page 3 of 13

Fund: 1300 Cafeteria Fund

Requested by dendo

		November Amount	YTD Amount	Revised Budget	% of Budget	% Remain
BEGINNING BALANCE						
Net Beginning Balance	9791-9795		\$1,508,445.64	\$1,508,445.64		
REVENUES						
2) Federal Revenues	8100-8299	\$0.00	\$20,693.12	\$2,454,766.00	0.84	99.16
3) Other State Revenues	8300-8599	\$0.00	\$1,785.09	\$166,998.00	1.07	98.93
4) Other Local Revenues	8600-8799	\$0.00	\$3,998.52	\$78,100.00	5.12	94.88
5) Total, Revenues		\$0.00	\$26,476.73	\$2,699,864.00	0.98	99.02
EXPENDITURES						
2) Classified Salaries	2000-2999	\$0.00	\$337,285.04	\$1,186,093.00	28.44	71.56
3) Employee Benefits	3000-3999	\$0.00	\$118,101.08	\$469,472.00	25.16	74.84
4) Books and Supplies	4000-4999	\$0.00	\$213,005.41	\$1,369,253.00	15.56	84.44
5) Services, Oth Oper Exp	5000-5999	\$0.00	\$12,560.94	(\$22,548.00)	(55.71)	155.71
6) Capital Outlay	6000-6999	\$0.00	\$0.00	\$0.00	0.00	100.00
8) Direct/Indirect Support	7300-7399	\$0.00	\$0.00	\$150,000.00	0.00	100.00
9) Total Expenditures		\$0.00	\$680,952.47	\$3,152,270.00	21.60	78.40
NET INCREASE (DECREASE) IN FUN	ND BALANCE	\$0.00	(\$654,475.74)	(\$452,406.00)		
ENDING FUND BALANCE			\$853,969.90	\$1,056,039.64		

Page 4 of 13

13 Hanford Elementary School District

Fiscal Position Report November 2020

11/4/2020 11:39:55AM

Fiscal Year: 2021 Requested by dendo

Fund: 1400 Deferred Maintenance Fund

		November Amount	YTD Amount	Revised Budget	% of Budget	% Remain
BEGINNING BALANCE Net Beginning Balance	9791-9795		\$4,265.72	\$4,265.72		
REVENUES						
1) LCFF Sources	8010-8099	\$0.00	\$300,000.00	\$300,000.00	100.00	0.00
4) Other Local Revenues	8600-8799	\$0.00	\$707.54	\$3,000.00	23.58	76.42
5) Total, Revenues		\$0.00	\$300,707.54	\$303,000.00	99.24	0.76
EXPENDITURES						
5) Services, Oth Oper Exp	5000-5999	\$0.00	\$10,095.00	\$10,095.00	100.00	0.00
6) Capital Outlay	6000-6999	\$0.00	\$54,606.40	\$297,170.72	18.38	81.62
9) Total Expenditures		\$0.00	\$64,701.40	\$307,265.72	21.06	78.94
NET INCREASE (DECREASE) IN FUL	ND BALANCE	\$0.00	\$236,006.14	(\$4,265.72)		
ENDING FUND BALANCE			\$240,271.86	\$0.00		

Fiscal Year: 2021

Requested by dendo

Fiscal Position Report

November 2020

Page 5 of 13 11/4/2020 11:39:55AM

Fund: 1500 Pupil Transportation Equip

	November Amount	YTD Amount	Revised Budget	% of Budget	% Remain
9791-9795		\$360,121.84	\$360,121.84		
8300-8599	\$0.00	\$0.00	\$1,657,663.00	0.00	100.00
8600-8799	\$0.00	\$1,389.88	\$8,000.00	17.37	82.63
	\$0.00	\$1,389.88	\$1,665,663.00	0.08	99.92
6000-6999	\$0.00	\$0.00	\$1,936,720.63	0.00	100.00
	\$0.00	\$0.00	\$1,936,720.63	0.00	100.00
8910-8929	\$0.00	\$100,000.00	\$100,000.00	100.00	0.00
ces/Uses	\$0.00	\$100,000.00	\$100,000.00	100.00	0.00
BALANCE	\$0.00	\$101,389.88	(\$171,057.63)		
		\$461,511.72	\$189,064.21		
	8300-8599 8600-8799 6000-6999 8910-8929	9791-9795 8300-8599 8600-8799 \$0.00 \$0.00 6000-6999 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$360,121.84 \$300-8599 \$0.00 \$0.00 \$600-8799 \$0.00 \$1,389.88 \$0.00 \$1,389.88 \$0.00 \$1,389.88 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$100,000.00 \$0.00 \$100,000.00 \$0.00 \$100,000.00 \$0.00 \$100,000.00 \$0.00 \$100,000.00	November Amount YTD Amount Budget 9791-9795 \$360,121.84 \$360,121.84 8300-8599 8600-8799 \$0.00 \$0.00 \$1,389.88 \$8,000.00 \$8,000.00 \$0.00 \$1,389.88 \$1,665,663.00 \$1,936,720.63 \$000-6999 \$0.00 \$0.00 \$0.00 \$0.00 \$1,936,720.63 \$910-8929 \$0.00 \$0.00 \$100,000.00 \$100,000.00 \$100,000.00 \$100,000.00 \$ees/Uses \$0.00 \$100,000.00 \$100,000.00 \$100,000.00 \$100,000.00 BALANCE \$0.00 \$101,389.88 \$(\$171,057.63)	November Amount YTD Amount Budget Budget 9791-9795 \$360,121.84 \$360,121.84 8300-8599 8600-8799 \$0.00 \$0.00 \$1,389.88 \$1,657,663.00 \$1,389.88 0.00 \$1,737 \$0.00 \$1,389.88 \$8,000.00 \$1,936,720.63 0.00 \$000-6999 \$0.00 \$0.00 \$0.00 \$0.00 \$1,936,720.63 \$0.00 0.00 \$8910-8929 \$285/Uses \$0.00 \$100,000.00 \$100,000.00 \$100,000.00 \$100,000.00 \$100,000.00 \$100,000.00 \$100,000.00 \$100,000.00 \$100,000.00 \$100,000.00

Fiscal Year: 2021

Requested by dendo

Fiscal Position Report

November 2020

Page 6 of 13

11/4/2020 11:39:55AM

Fund: 2000 SPECIAL RESERVE FUND FOR OTHER POSTE

		November Amount	YTD Amount	Revised Budget	% of Budget	% Remain
BEGINNING BALANCE						
Net Beginning Balance	9791-9795		\$6,860,525.75	\$6,860,525.75		
REVENUES						
4) Other Local Revenues	8600-8799	\$0.00	\$22,079.65	\$68,000.00	32.47	67.53
5) Total, Revenues		\$0.00	\$22,079.65	\$68,000.00	32.47	67.53
OTHER FINANCING SOURCES/USES						
1) Transfers						
A) Transfers In	8910-8929	\$0.00	\$0.00	\$178,000.00	0.00	100.00
4) Total, Other Financing So	urces/Uses	\$0.00	\$0.00	\$178,000.00	0.00	100.00
NET INCREASE (DECREASE) IN FU	ND BALANCE	\$0.00	\$22,079.65	\$246,000.00		
ENDING FUND BALANCE			\$6,882,605.40	\$7,106,525.75		

Fiscal Position Report

November 2020

Page 7 of 13 11/4/2020 11:39:55AM

Fund: 2100 Building Fund-Local

Fiscal Year: 2021

Requested by dendo

		November Amount	YTD Amount	Revised Budget	% of Budget	% Remain
BEGINNING BALANCE						
Net Beginning Balance	9791-9795		\$2,047.19	\$2,047.19		
REVENUES						
4) Other Local Revenues	8600-8799	\$0.00	\$16.03	\$0.00	0.00	100.00
5) Total, Revenues		\$0.00	\$16.03	\$0.00	0.00	100.00
EXPENDITURES						
6) Capital Outlay	6000-6999	\$0.00	(\$9,897.13)	\$2,047.19	(483.45)	583.45
9) Total Expenditures		\$0.00	(\$9,897.13)	\$2,047.19	(483.45)	583.45
OTHER FINANCING SOURCES/USE 1) Transfers	is .					
B) Transfers Out	7610-7629	\$0.00	\$0.00	\$0.00	0.00	100.00
4) Total, Other Financing S	Sources/Uses	\$0.00	\$0.00	\$0.00	0.00	100.00
NET INCREASE (DECREASE) IN F	TUND BALANCE	\$0.00	\$9,913.16	(\$2,047.19)		
ENDING FUND BALANCE		<u> </u>	\$11,960.35	\$0.00		

Fiscal Year: 2021

Requested by dendo

Fiscal Position Report

November 2020

11/4/2020 11:39:55AM

Page 8 of 13

Fund: 2110 Building Funds - Local 1

		November Amount	YTD Amount	Revised Budget	% of Budget	% Remain
BEGINNING BALANCE						
Net Beginning Balance	9791-9795		\$2,192,761.01	\$2,192,761.01		
REVENUES						
4) Other Local Revenues	8600-8799	\$0.00	\$5,925.02	\$30,000.00	19.75	80.25
5) Total, Revenues		\$0.00	\$5,925.02	\$30,000.00	19.75	80.25
EXPENDITURES						
6) Capital Outlay	6000-6999	\$0.00	\$17,661.85	\$652,000.00	2.71	97.29
9) Total Expenditures		\$0.00	\$17,661.85	\$652,000.00	2.71	97.29
OTHER FINANCING SOURCES/USE 1) Transfers	s					
B) Transfers Out	7610-7629	\$0.00	\$1,000,000.00	\$1,570,761.01	63.66	36.34
4) Total, Other Financing S	ources/Uses	\$0.00	(\$1,000,000.00)	(\$1,570,761.01)	63.66	36.34
NET INCREASE (DECREASE) IN F	UND BALANCE	\$0.00	(\$1,011,736.83)	(\$2,192,761.01)		
ENDING FUND BALANCE			\$1,181,024.18	\$0.00		

13 Hanford Elementary School District Fiscal Year: 2021

Fiscal Position Report

November 2020

11/4/2020 11:39:55AM

Page 9 of 13

Fund: 2120 Building Funds - Local 2

Requested by dendo

		November Amount	YTD Amount	Revised Budget	% of Budget	% Remain
REVENUES		Trovelloer Amount	1 1D / Milouit	Budget	Buager	70 Remain
4) Other Local Revenues	8600-8799	\$0.00	\$0.00	\$77,000.00	0.00	100.00
5) Total, Revenues		\$0.00	\$0.00	\$77,000.00	0.00	100.00
OTHER FINANCING SOURCES/USES						
1) Transfers						
B) Transfers Out	7610-7629	\$0.00	\$0.00	\$4,700,000.00	0.00	100.00
2) Other Sources/Uses						
A) Sources	8930-8979	\$0.00	\$7,600,000.00	\$7,820,000.00	97.19	2.81
4) Total, Other Financing Source	ces/Uses	\$0.00	\$7,600,000.00	\$3,120,000.00	60.70	39.30
NET INCREASE (DECREASE) IN FUND	BALANCE	\$0.00	\$7,600,000.00	\$3,197,000.00		
ENDING FUND BALANCE			\$7,600,000.00	\$3,197,000.00		

13 Hanford Elementary School District Fiscal Year: 2021

Fiscal Position Report

November 2020

Page 10 of 13 11/4/2020 11:39:55AM

Fund: 2500 CapitalFacilities Fund

Requested by dendo

		November Amount	YTD Amount	Revised Budget	% of Budget	% Remain
BEGINNING BALANCE						
Net Beginning Balance 979	91-9795		\$520,178.31	\$520,178.31		
REVENUES						
4) Other Local Revenues 860	0-8799	\$0.00	\$11,800.23	\$169,000.00	6.98	93.02
5) Total, Revenues		\$0.00	\$11,800.23	\$169,000.00	6.98	93.02
EXPENDITURES						
5) Services, Oth Oper Exp 500	0-5999	\$0.00	\$106,779.00	\$165,000.00	64.71	35.29
9) Total Expenditures		\$0.00	\$106,779.00	\$165,000.00	64.71	35.29
OTHER FINANCING SOURCES/USES 1) Transfers						
•	.0-7629	\$0.00	\$0.00	\$0.00	0.00	100.00
4) Total, Other Financing Sources/	Uses	\$0.00	\$0.00	\$0.00	0.00	100.00
NET INCREASE (DECREASE) IN FUND BAL	LANCE	\$0.00	(\$94,978.77)	\$4,000.00		
ENDING FUND BALANCE			\$425,199.54	\$524,178.31		

13 Hanford Elementary School District

Fiscal Year: 2021

Requested by dendo

Fiscal Position Report

November 2020

11/4/2020 11:39:55AM

Page 11 of 13

Fund: 3500 SCHOOL FACILITY PROGRAM

		November Amount	YTD Amount	Revised Budget	% of Budget	% Remain
BEGINNING BALANCE						
Net Beginning Balance	9791-9795		\$1,794,417.57	\$1,794,417.57		
REVENUES						
4) Other Local Revenues	8600-8799	\$0.00	\$4,800.31	\$0.00	0.00	100.00
5) Total, Revenues		\$0.00	\$4,800.31	\$0.00	0.00	100.00
EXPENDITURES						
5) Services, Oth Oper Exp	5000-5999	\$0.00	\$1,180.00	\$0.00	0.00	100.00
6) Capital Outlay	6000-6999	\$0.00	\$2,570,756.23	\$8,040,589.88	31.97	68.03
9) Total Expenditures		\$0.00	\$2,571,936.23	\$8,040,589.88	31.99	68.01
OTHER FINANCING SOURCES/USES						
1) Transfers						
A) Transfers In	8910-8929	\$0.00	\$1,000,000.00	\$6,270,761.01	15.95	84.05
4) Total, Other Financing Sou	urces/Uses	\$0.00	\$1,000,000.00	\$6,270,761.01	15.95	84.05
NET INCREASE (DECREASE) IN FUR	ND BALANCE	\$0.00	(\$1,567,135.92)	(\$1,769,828.87)		
ENDING FUND BALANCE			\$227,281.65	\$24,588.70		

13 Hanford Elementary School District

Fiscal Year: 2021

Requested by dendo

Fiscal Position Report

November 2020

Page 12 of 13 11/4/2020 11:39:55AM

Fund: 4000 Special Reserve - Capital Outlay

		November Amount	YTD Amount	Revised Budget	% of Budget	% Remain
BEGINNING BALANCE						
Net Beginning Balance	9791-9795		\$1,182,144.91	\$1,182,144.91		
REVENUES						
4) Other Local Revenues	8600-8799	\$0.00	\$3,806.21	\$12,000.00	31.72	68.28
5) Total, Revenues		\$0.00	\$3,806.21	\$12,000.00	31.72	68.28
EXPENDITURES						
6) Capital Outlay	6000-6999	\$0.00	\$0.00	\$1,611.00	0.00	100.00
9) Total Expenditures		\$0.00	\$0.00	\$1,611.00	0.00	100.00
OTHER FINANCING SOURCES/USE 1) Transfers	ES					
B) Transfers Out	7610-7629	\$0.00	\$0.00	\$0.00	0.00	100.00
4) Total, Other Financing S	Sources/Uses	\$0.00	\$0.00	\$0.00	0.00	100.00
NET INCREASE (DECREASE) IN F	FUND BALANCE	\$0.00	\$3,806.21	\$10,389.00		
ENDING FUND BALANCE		<u> </u>	\$1,185,951.12	\$1,192,533.91		

13 Hanford Elementary School District

Fiscal Position Report November 2020

11/4/2020 11:39:55AM

Page 13 of 13

Fiscal Year: 2021 Requested by dendo

Fund: 6720 Self-Insurance/Other

	November Amount	YTD Amount	Revised Budget	% of Budget	% Remain
BEGINNING BALANCE					
Net Beginning Balance 9791-9795		\$589,055.53	\$589,055.53		
REVENUES					
4) Other Local Revenues 8600-8799	\$0.00	\$101,030.15	\$753,000.00	13.42	86.58
5) Total, Revenues	\$0.00	\$101,030.15	\$753,000.00	13.42	86.58
EXPENDITURES					
5) Services, Oth Oper Exp 5000-5999	\$0.00	\$226,760.38	\$749,000.00	30.28	69.72
9) Total Expenditures	\$0.00	\$226,760.38	\$749,000.00	30.28	69.72
NET INCREASE (DECREASE) IN FUND BALANCE	\$0.00	(\$125,730.23)	\$4,000.00		
ENDING FUND BALANCE		\$463,325.30	\$593,055.53		

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

10:	Board of Trustees			
FROM:	Joy Gabler			
DATE:	11/09/	20		
FOR:		Board Meeting Superintendent's Cabinet		
FOR:		Information Action		
Date you wish t	o have	your item considered: 11/18/20		
ITEM:		HESD Reopening Update		
PURPOSE:		Updated information HESD's phased reopening		
FISCAL IMPA	CT:	None		
RECOMMEN	DATIO	ONS:		

HANFORD ELEMENTARY SCHOOL DISTRICT Human Resources Department

AGENDA REQUEST FORM

TO:	Joy Gabler
FROM:	Jamie Martinez
DATE:	November 9, 2020
FOR:	(X) Board Meeting() Superintendent's Cabinet
	() Information (X) Action

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: November 18, 2020

ITEM: Hear comments from the public and consider approval of negotiated successor agreement with the California School Employees Association (CSEA), Chapter #344.

PURPOSE: To comply with the requirement of Government Code Section 3547 for hearing of public comments prior to approval of a collective bargaining agreement, and to authorize implementation of the Tentative Agreement. CSEA ratified the Tentative Agreement for a successor collective bargaining agreement for July 1, 2020 through June 30, 2023 on November 5, 2020.

FISCAL IMPACT: The costs of the negotiated contract amendments and funding sources are attached.

RECOMMENDATION: Hear public comments and approve agreement.

TENTATIVE AGREEMENT

between California School Employees Association (CSEA) and its Hanford Elementary Chapter #344

and the Hanford Elementary School District (District)

October 22, 2020

The following Tentative Agreements represent the full and complete changes captured in 2020-2023 Successor Agreement Negotiations between CSEA and the District. The agreements are attached to this cover sheet and are subject to ratification by the parties.

Signed By:

Ron Riso, President

CSEA and its Chapter #344

Denesa Moore, Labor Relations Representative California School Employees Association Jaime Martinez, Assistant Superintendent Hanford Elementary School District

Joy Gabler, Superintendent

Hanford Elementary School District

Tentative Agreement – October 22, 2020 2020-21 Negotiations for Successor Agreement

ARTICLE 2: RECOGNITION

The District recognizes the Union as the exclusive representative for all classified employees in the appropriate unit. The appropriate unit shall exclude:

- A. all positions requiring certification;
- B. all positions designated as management;
- C. all positions designated as confidential in accordance with California Government Code, Section 3540.1; and
- D. <u>Part-time playground positions</u> These include employees who provide exclusively yard supervision, noon (cafeteria) supervision, bus supervision; and

1. Substitute Employees

"Substitute employee," as used in this section, means any person employed to replace any classified employee who is temporarily absent from duty.

2. Short-term Temporary Employees

- a. "Short-term employee," as used in this section, means any person who is employed and paid for less than 75% of a school year to perform a service for the District, upon the completion of which, the service required or similar services will not be extended or needed on a continuing basis.
- b. "Seventy-five percent of a school year" means 195 working days, including holidays, sick leave, vacation, and other leaves of absences, irrespective of number of hours worked per day.
- c. No employee serving in a short-term position for one hundred ninety-five (195) working days in any one (1) fiscal year shall be employed in any other short-term capacity for the remainder of the fiscal year.
- d. If a short-term position is utilized for more than one hundred ninety-five
 (195) working days, the position shall become a bargaining unit position.
- 3. Part-time Playground Positions These include employees who provide exclusively yard supervision, noon (cafeteria) supervision, bus supervision.

- 43. Apprentices
- 54. Professional Experts employed on a temporary basis for a specific project, regardless of length of employment.
- €5. Full-time or Part-time Students employed part time in any college workstudy program, or in a work experience education program conducted by a community college district.

Employment of either full-time or part-time students in any college workstudy program, or in a work experience education program, shall not result in the displacement of classified personnel or impair existing contracts for services.

FOR THE DISTRICT:

FOR CSEA:

Jaime Martinez,

Chief Negotiator

Hanford Elementary School District

Date

Ron Riso,

Chief Negotiations Chair

CSEA Chapter #344

Tentative Agreement – October 22, 2020 2020-21 Negotiations for Successor Agreement

ARTICLE 4: PERSONNEL FILES AND EVALUATION PROCEDURES

A. Personnel Files

- The official personnel file of each employee shall be maintained at the District Office. No disciplinary action of any kind shall be taken against an employee based upon materials which are not contained in the official personnel file.
- 2. Employees shall be provided with copies of materials before they are placed in the employee's personnel file.
- 3. An employee shall be given an opportunity before and after working hours to use District facilities such as a typewriter, copy machine, and computer in order to prepare a rebuttal (see Article 5.A.1.). The employee shall be given up to ten (10) working days to prepare a written response to such material. The written response shall be attached to said material.
- 4. An employee shall have the right at any reasonable time during normal business hours, without loss of pay if exercised during normal working hours, to examine and/or obtain copies of any material in the employee's official personnel file with the exception of material that includes ratings, reports, and other selection records which were created or obtained either prior to the employment of the employee involved or for promotional considerations thereafter. Costs of reproducing materials shall be borne by the employee. Charges for additional copies other than the employee's original copy shall not exceed fifteen cents (\$.15) per page.
- 5. All official personnel files shall be kept in confidence. The District shall maintain a log indicating the name of any person(s) who has looked at the personnel file, as well as the date such examination(s) was made. This requirement is not applicable to the District Superintendent and Human Resources Managers and Staff.
- 6. Any person who requests written material to be placed in an employee's personnel file shall sign and date such material.
- 7. Derogatory materials two (2) years old or more contained in an employee's official personnel file shall not be used by the District as the basis for disciplinary

- action or when considering employee's request for transfer or promotion, except when necessary to show a continuing pattern of similar misconduct or performance deficiency.
- 8. An employee may designate in writing that a Union official may review contents of his/her official personnel file.
- Job-related certificates and job-related letters of commendation shall be placed in the employee's personnel file at the employee's request.

B. Evaluation

- Normally, probationary employees shall be evaluated on or before the end of the third, sixth, and eighth second and fifth months of their probationary period. The only exception will be sickness or other special circumstances preventing the evaluation from taking place.
- 2. Permanent employees shall be evaluated not less than every other year. Such evaluations shall be completed on or about the employee's anniversary date within his/her classification. The only exception will be sickness or other special circumstances preventing the evaluation from taking place. Additional evaluations may be issued as deemed necessary by the evaluator.
- 3. Evaluation of performance shall be based upon the direct observation and/or knowledge by the employee's management supervisor(s) or facts otherwise recorded and verified. Any "Needs Improvement" or "Unsatisfactory" evaluation of a classified employee shall include specific suggestions to aid the employee in improving his/her performance.
- 4. No evaluation of any employee shall be placed in the official personnel file without an opportunity for discussion between the employee and the evaluator. The employee shall initial and date the evaluation and be provided with a copy before it is placed into his/her official personnel file.
- 5. The evaluation conference shall be a confidential meeting between the employee and his/her management supervisor. The employee may request a follow-up meeting to review the reasons for a performance rating with the Evaluator and a Union representative if s/he desires. Such a review meeting shall be scheduled with the Evaluator in advance at a mutually acceptable time.

- 6. The employee shall have the right to respond to any performance evaluation within ten (10) business days, or longer as mutually agreed upon by both parties, of the date s/he received the evaluation or the date a review meeting was conducted, as provided under section 5. above. Any written response of the employee shall be attached to the evaluation placed in the official personnel file. The evaluator shall respond confirming receipt of the employee's rebuttal and indicating whether any revisions will be made to the evaluation. Any such response shall be submitted within twenty (20) business days or longer as mutually agreed upon by the parties and shall be placed in the personnel file along with the evaluation and the employee's rebuttal.
- 7. Performance ratings of an employee shall not be subject to the Grievance Article of this Agreement. The procedural matters set forth in this Article are subject to the grievance procedure. With respect to Management suggestions for improving performance, only the absence of such suggestions, and not their merit, shall be subject to the grievance procedure contained in this Agreement.

FOR THE DISTRICT:

FOR CSEA:

Jaime Martinez, Chief Negoriator Hanford Elementary School District

Date

Rookiso, Chief Negotiations Chair

CSEA Chapter #344

ARTICLE 5: ORGANIZATIONAL RIGHTS

- A. Use of District Facilities: The Union and its members shall have the right to make use of school equipment, buildings, and facilities at all reasonable times to conduct Union business.
 - 1. The term "reasonable times" as used herein means employees' rest periods, meal periods, and any time before or after an employee's working day when such an employee is present upon District property but is not expected to be performing services, or to be ready to perform services, on behalf of the District. The employee's management supervisor shall be notified in advance of the employee's intent to be present on District premises and/or to use District equipment before or after the employee's work shift.
 - 2. Such equipment shall include typewriters, duplicating equipment, calculating machines, copiers, computers, fax machines, and all types of audio-visual equipment when such equipment is not otherwise in use. The use of such equipment shall not include the permanent storing of any personal or Union business records, communications, or documents in the memory of District computers.
- B. Access: It is agreed by the parties that the Union shall have the right to access District employees at reasonable times (as defined in A.1. above).

 Representatives of the Union may contact employees in any lounge facility, meeting room, the employee's office, or a classroom of the District, provided that nothing herein shall be deemed to permit such access to an employee at any time set aside for consultation or preparation, or at any time that students or parents are present in the classroom where such access might otherwise be permissible, and provided further that if such access occurs in the proximity of District employees who are otherwise performing duties on behalf of the District, such access shall not be utilized in a manner that will disturb, disrupt, or otherwise interfere with the work of any employee of the District. Access

- pursuant to this provision shall in all instances be subject to the right of the individual employee not to be harassed, restrained, intimidated, or coerced.
- C. Meeting Facilities: Representatives of the Union shall have the right to utilize District conference and cafeteria facilities for the conduct of meetings with District employees. Requests to utilize such facilities shall be made upon forms prescribed by the District for control of Civic Center use under provisions of the California Education Code. When the Union desires the use of such District facilities, it shall file with the Superintendent the certification required by California Education Code, Section 40040. Meetings conducted in such facilities shall in no way conflict with the work of District employees and shall in no way conflict with the public school purposes of the District.
- D. **Bulletin Boards:** The Union shall have the right to utilize bulletin boards normally used by the District for communication with its employees. Nothing herein shall be deemed to permit the posting of defamatory, libelous, political, or obscene materials, and such materials shall be removed without notice. The Union and its representatives shall be responsible for the maintenance of any materials posted on District bulletin boards and for the prompt removal of any out-of-date materials to assure that adequate space is available for materials that must be posted upon such bulletin boards.
- E. Mail Boxes/District e-Mail System: Existing District mailbox facilities and District e-mail system may be utilized by the Union to communicate with members or with other employees of the District. The Union must abide by the District's Board Policies and Regulations regarding the use of District technology and shall not use the e-mail system to promote unethical practices or any practice prohibited by law or District policy.
- F. **Board Agenda**: The Union shall receive (2) Board agendas and public backup materials prior to the meeting.
- G. District Budget: The Union shall receive one (1) copy of the adopted budget.
- H. Board Policy and Administrative Regulations: A copy of Board Policies and Administrative Regulations shall be made available to the Union.
- Representative Identification: To assure the safety and security of students, any representative of the Union who wishes to enter a school campus of the

District during hours in which students are present or could be present shall notify the principal's office of his/her identity and his/her status as a representative of the Union. Appropriate identification and credentials may be required in instances when management at the campus level does not know or have reason to know of the individual's identity or affiliation.

J. Union Stewards and Site Representatives

- 1. The District recognizes the need and affirms the right of the Union to designate Union Stewards or Site Representatives from among employees in the unit. It is agreed that the Union in appointing such Union Stewards or Site Representatives does so for the purpose of promoting an effective relationship between the District and employees by helping to settle problems at the lowest level of supervision.
- 2. The Union reserves the right to designate the number and the method of selection of Union Stewards and Site Representatives. The Union shall notify the District in writing of the names of Union officers, Union Stewards, and Site Representatives, and the school/department they represent, by January 31 of each year. If a change is made thereafter, the District shall be advised in writing of the name of the new officer, Union Steward, or Site Representative prior to the effective date of such change.
- 3. The following shall be understood to constitute the duties and responsibilities of Union Stewards or Site Representatives: After notifying his/her immediate management supervisor, a Union Steward or Site Representative shall be permitted to leave his/her normal work area during reasonable times as defined in Article 5-A.1, in order to assist in investigations, preparation, writing, and presentation of grievances. The Union Steward or Site Representative shall advise the grievant's immediate management supervisor in advance of his/her intent to be present during the grievance processing. The Union Steward or Site Representative is permitted to discuss any problem with all employees immediately concerned and, if appropriate, to attempt to achieve settlement in accordance with the grievance procedure.

K. Release Time:

- A total of three hundred twenty (320) hours per year of paid release time shall be granted to certain Union representatives for the purpose of participation in local Union business, training, and regional or State conference attendance.
- Such release time shall be used at the discretion of the Union, but shall not be affected by Union participation in the grievance process, nor shall it be used for the purpose of re-negotiating this contract.
- 3. The Union shall notify the District on or before January 31 of each year of the names of representatives who qualify for such release time and update changes as needed throughout the year.
- 4. Release time shall be requested with reasonable advance notice by submitting the appropriate District form to the immediate management supervisor not fewer than twenty-four (24) hours of the intended absence. Only in case of emergency shall the minimum advance notice be waived.
- 5. Release time shall be identified on the employee's time card with the appropriate District code.
- 6. Use of paid release time as provided under 1. above on any day for purposes other than local representation duties (e.g. training, conferences) shall be limited to one (1) employee per department/ school, and during the summer recess shall be limited to two (2) employees assigned to the Summer Task Force, including custodial, grounds, and maintenance classifications. An exception to these limitations shall be at the sole discretion of District and requires approval by the Superintendent or designee.
- 7. Release time requested in excess of the number of hours specified in section 1. above, or for regional or State business not related to local representation duties, training, or annual conference attendance, shall be subject to the provisions of Education Code 45210, incorporated herein by reference. Union understands and agrees that service credit for release time granted under EC 45210 shall not be reported to the Public Employees' Retirement System (PERS) until receipt by District from CSEA of reimbursement for payroll costs associated with the release time.

L. Contract Distribution: Within thirty (30) working days after the date of ratification by the Board of Trustees. The District shall provide 25 copies of this contract to the chapter president and one copy to each site or department. The contract will also be made available on the District's server. New employees in the bargaining unit shall receive a copy of this contract upon hire.

M. Committee Appointments

- When the District establishes a committee to study or advise the District on matters falling within the scope of representation, the Union shall be invited to appoint two (2) representatives to serve on that committee. Additional CSEA representatives may be appointed by mutual agreement between District and CSEA.
- 2. Union committee appointees serve voluntarily and without compensation beyond their regular salary.
- When a school site committee is established that includes classified employees the District will provide CSEA with the names of the classified members.
- N. **Meet and Consult**: The Superintendent shall meet regularly with representatives of the Union, to discuss concerns of both the District and the Union.
- O. The Association shall have the right to meet with new hires and be present during new hire orientation. The Chapter President shall be notified of scheduled orientations five (5) work days in advance.—At the orientation, the Chapter President, or his or her designee, shall be provided a reasonable opportunity to make an introduction to the union and its benefits.
 - Government Code section 3555.5 defines "new hire orientation" as "the
 onboarding process of a newly hired public employee whether in person,
 online, or through other means of mediums, in which employees are advised
 of their employment status, rights, benefits, duties, and responsibilities, or
 any other employment-related matters."
 - 2. The District shall provide the Chapter President or designee with not less than (10) days' notice in advance of group orientation, except that a shorter notice may be provided in a specific instance when necessary for good and

- sufficient reason. At the orientation, the Chapter President, or designee, shall be provided a reasonable opportunity, approximately 30 minutes, to make an introduction to the Union and its benefits.
- 3. At times during the year when new classified bargaining unit members are hired and there are no scheduled group orientations, the District shall provide notice as soon as reasonably possible to the Chapter President or designee to meet with the classified bargaining unit members, for approximately 30 minutes, to provide an introduction to the Union and its benefits.
- 4. The CSEA Labor Relations Representative may attend any orientation session.
- 5. The District shall include the CSEA membership application in any packet of

 District materials provided to any newly hired employee. CSEA shall provide

 the copies of the CSEA membership applications to the District for

 distribution.
- 6. All orientation sessions shall be held on District property. Employees required to attend an orientation shall be on paid time.
- P. The District shall provide all new employees with information regarding the use of email. The District shall designate one computer at each site and department for the purposes of checking District email and other reasons related to their employment in the District.

FOR THE DISTRICT:

FOR CSEA:

Jaime Martinez,

Chief Negotiator

Hanford Elementary School District

Ren Riso,

Chief Negotiations Chair

CSEA Chapter #344

Tentative Agreement – October 22, 2020 2020-21 Negotiations for Successor Agreement

ARTICLE 6: ORGANIZATIONAL SECURITY (Agency Shop)

- A. It is the mutual intention of the parties that the provisions of this Article protect the rights of individual employees without restricting CSEA's right to require every bargaining unit employee, except those exempt from these provisions, to pay a fair share of the cost of collective bargaining activities. If supplied to the District by CSEA, the District shall distribute membership applications to new hires (but not make any statement suggesting workers must join). The District shall refer all employee questions about CSEA or dues over to the Chapter President or CSEA Labor Relations Representative. CSEA shall defend and indemnify District for any claims arising from its compliance with this clause.
- B. Except as expressly exempted herein, all employees in the bargaining unit who do not maintain membership in good standing in CSEA are required, as a condition of continued employment, to pay service fees to CSEA, in amounts that do not exceed the periodic dues of CSEA, for the duration of this agreement. The District shall not interfere with the terms of any agreement between CSEA and the District's employee with regard to that employee's membership in CSEA, including but not limited to automatic renewal yearly, unless the worker drops out during a specified window period. The District need not keep track of this period which shall be tracked by CSEA within its membership database.

 CSEA shall have the sole and exclusive right to receive the payroll deduction for regular membership dues.

C. Dues Deductions:

 The District shall deduct, in accordance with the CSEA dues and service fee schedule, dues from the wages of all employees who are members of CSEA as of July 1, 2002, and who have submitted dues authorization forms to the District.

- 2. The District shall deduct dues, in accordance with dues and service fee schedule, from the wages of all employees who, after July 1, 2002, become members of CSEA and submit to the District a dues authorization form.
- 3. The District shall immediately notify the CSEA Treasurer if any member

 revokes a dues authorization The District's managers, supervisors and confidential employees shall be neutral regarding employees' decisions to belong to an employee organization or participate in its activities. Managers, supervisors and confidential employees shall not instruct employees on the process to leave CSEA, but instead simply refer any questions to the CSEA Labor Relations Representative and shall obtain his/her approval on behalf of the Union before processing any revocation request.
- 4. The employer shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after such submission.
- 5. There shall be no charge by the employer to CSEA for regular membership dues deductions.

D. Service Fees

- 1. CSEA and the District agree that each employee in the bargaining unit should contribute equally toward the cost of administration of the collective bargaining agreement by CSEA and for the representation of employees in the CSEA bargaining unit.
- 2. All bargaining unit employees, as of July 1, 2002, as a condition of continued employment, within thirty (30) days of employment, shall either become members of CSEA or pay CSEA a service fee in an amount not to exceed the periodic dues of CSEA, for the duration of this agreement.
- 3. However nothing contained herein shall prohibit an employee from paying service fees directly to CSEA.
- 4. In the event an employee revokes a dues authorization, or fails to make arrangements with CSEA for the direct payment of service fees, pursuant to Education Code 45168(b), the District shall deduct service fees until such

time as CSEA notifies the District that arrangements have been made for the payment of such fees.

E. Religious Objections

- 1. Any employee who is a member of a religious body whose traditional tenets
 - or teachings include objections to joining or paying service fees to employee
 - organizations shall not be required to join, maintain membership in, or pay
 - service fees to CSEA as a condition of employment. However, such
 - employee shall be required, in lieu of a service fee required by this
 - agreement, to pay sums equal to such service fee to one of the following
 - nonreligious, nonlabor organization, charitable funds exempt from taxation
 - under Section 501(c)(3) of Title 26 of the Internal Revenue Code:
- a. United Way
- b. American Cancer Association
- c. Red Cross
 - 2. Any employee claiming this religious exemption must file a written request for exemption with CSEA thirty (30) days of the date of this agreement or their employment. If the request is granted, the employee shall, as a condition of continued exemption from the requirement of paying service fees to CSEA, furnish CSEA with copies of receipts from the charity selected, as proof that such payments have been made, or shall authorize payroll deduction of such payments.
- ED. The employer shall, without charge, pay to CSEA within 15 days of the deduction all sums so deducted, except that the employer shall pay to the designated charity sums deducted in lieu of service fees from the wages of employees whose requests for religious exemption have been approved by CSEA pursuant to this agreement.
- G. Along with each monthly payment to CSEA, the employer shall, without charge, furnish CSEA with an alphabetical list of all employees in the bargaining unit, identifying them by name, partial social security number, and indicating the amount deducted, if any. Additional reports/information may be requested by CSEA.

⊭E. Hold Harmless Provision:

- CSEA agrees to reimburse the employer, its officers and agents for reasonable attorney's fees and legal costs incurred after notice to CSEA in defending against any court or administrative action challenging the legality of the organizational security provisions of this agreement or the implementation thereof.
- 2. CSEA agrees to reimburse the employer, its officers and agents for any award or compromise of damages or liability arising out of any court or administrative action challenging the legality of the organizational security provisions of this agreement or the implementation thereof, provided the employer has complied with the terms of this Article and has promptly notified CSEA of its awareness of such an action.
- 3. CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried, or appealed.

F. Membership Information

The District shall take all reasonable steps to safeguard the privacy of CSEA members' personal information as required by law.

G. District Notice to CSEA of New Hires (AB119)

The District shall provide CSEA notice of any newly hired employee, within ten (10) days of date of hire, via an electronic mail. Please include the following information: full legal name, date of hire, classification, and site.

1. EMPLOYEE INFORMATION

- a. "Newly hired employee" or "new hire" means any employee, whether permanent, full-time, part-time, hired by the District, and who is still employed as of the date of the new employee orientation. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by CSEA.
- b. Except for employees who have submitted written requests pursuant to

 Government Code 6254.3(c), the District shall provide CSEA with contact

 information on the new hires. The information will be provided to CSEA

electronically via a mutually agreeable secure FTP site or service (provided by CSEA) within thirty (30) days of the date upon which they were hired. This contact information shall include the following items, if the items are included in the District's records, with each field in its own column:

- 1. First name;
- 2. Middle initial;
- 3. Last name;
- 4. Job title;
- 5. Department;
- 6. Primary worksite name;
- 7. Work telephone number;
- 8. Home street address (including apartment #);
- 9. City;
- 10. State;
- 11. Zip code (5 or 9 digits);
- 12. Home telephone number (10 digits);
- 13. Personal cellular telephone number (10 digits);
- 14. Personal email address of the employee;
- 15. Last four numbers of the social security number;
- 16. Hire date.

This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District.

c. Periodic Update of Contact Information:

Except for employees who have submitted written requests pursuant to Government Code 6254.3(c), the District shall provide CSEA with a list of all bargaining unit members' names and contact information as set forth below on the last day of September, January and May. The information will be provided to CSEA electronically via a mutually agreeable secure FTP site or service (provided by CSEA). This contact information shall include the following items, if the items are included in the District's records, with each field in its own column:

- 1. First name;
- 2. Middle initial;
- 3. Last name;
- 4. Job title;

- 5. Department;
- 6. Primary worksite name;
- 7. Work telephone number;
- 8. Home street address (including apartment #);
- 9. City;
- 10. State;
- 11. Zip code (5 or 9 digits);
- 12. Home telephone number (10 digits);
- 13. Personal cellular telephone number (10 digits);
- 14. Personal email address of the employee;

Date

- 15. Last four numbers of the social security number;
- 16. Hire date.

FOR THE DISTRICT:

FOR CSEA:

Jaime Martinez,

Chief Negotiator

Hanford Elementary School District

Ren Riso.

_ !..

Chief Negotiations Chair CSEA Chapter #344

Tentative Agreement – October 22, 2020 2020-21 Negotiations for Successor Agreement

ARTICLE 8: EMPLOYEE STATUS

A. Probationary Period:

- 1. Classified employees covered by this Agreement shall not obtain permanent status in the District until the employee has completed nine (9) six (6) months of contracted working days or 130 service days, whichever is longer, from date of hire.
- 2. Paid or unpaid leaves taken during the probationary period which exceed a total of one (1) month ten (10) days (excluding vacation and holidays) shall result in an extension of the probationary period by the total number of leave days taken.
- B. In-Class Probationary Period: Any employee rejected during his/her in-class nine (9) six (6) month probationary period following a promotional appointment shall be reinstated to a position in the classification from which the employee was promoted. In-class reinstatement is defined as the movement of an employee from the position to which s/he was promoted, to a position in the classification which s/he held immediately prior to promotion. This action shall only be taken for unsatisfactory job performance and shall not be a result of disciplinary action.

FOR THE DISTRICT:

FOR CSEA:

Jaime Martinez,

Chief Negotiator

Hanford Elementary School District

Ron Riso,

Chief Negotiations Chair CSEA Chapter #344

Date

ARTICLE 9: UNIT VACANCIES

- A. Recruitment for unit vacancies shall be in the following order:
 - Transfer Opportunity: Employees in the same classification and with the same number of hours shall be offered an opportunity to request a transfer to the vacant position or to any other position that may become vacant as a result of the approval of a transfer.
 - 2. **More Hours Calling**: The vacancy, or the vacancy created by a transfer, shall be offered, in seniority order, to employees in the same classification with fewer hours than those of the vacancy.
 - 3. **Reinstatement**: The vacancy, or the vacancy resulting from steps 1 or 2 above, shall be offered, in seniority order, to former employees in the same classification who were laid off and have reemployment rights.

4. Internal Recruitment:

- a. An internal recruitment may include a change from one classified position to another regardless of range or a promotion. A promotion is defined as the movement of an employee from one job classification to another job classification of a higher range.
- The District shall conduct an internal recruitment on bargaining unit vacancies not filled by or resulting from, the above steps.
- c. The District may post an internal recruitment vacancy with an open recruitment vacancy under the following conditions:
 - (1) A vacancy in the same classification with an equal or higher number of hours has been posted within the past four (4) months without response from any qualified employee; or
 - (2) No employee possesses the required minimum qualifications; or
 - (3) By mutual agreement between Union Chapter President and the District.
- d. An internal recruitment vacancy shall be conducted as follows:

- (1) The internal recruitment vacancy shall be posted for a period of five (5) working days on the District's website and in prominent locations on Union bulletin boards at each District facility open for business. For concurrent posting the filing deadline shall be the same as that for the open recruitment.
- (2) Any employee who is on a reemployment list due to layoff at the time of the vacancy shall be mailed a copy of the notice of vacancy by First Class Mail on the date the position is posted.
- (3) Only employees who have obtained permanency with the District regardless of whether they have completed their probationary period in their current position and laid-off employees shall be eligible to respond.
- (4) The Union president shall receive copies of all internal recruitment vacancies and open recruitment vacancies.
- e. Eligible employees responding to the survey shall complete and submit the required application packet to the Human Resources Department by the deadline stated on the interest survey.
- Department, the District shall determine the type of recruitment

 (promotional or open) to fill the vacancy. All employees meeting the minimum requirements of the position shall be afforded an interview by the oral interview panel. When the District and CSEA agree to include a bargaining unit member on the oral interview panel, the CSEA Chapter President or designee shall identify a bargaining unit member to include on the panel and then consult with the District to address any questions or concerns. Following this consultation, the CSEA President or designee shall make the appointment. In the event the District and CSEA cannot agree to include a unit member on the panel, or if the bargaining unit member appointed to serve on the panel declines or is otherwise unavailable, the District may nonetheless proceed with the interview process. In filling a vacancy by promotion, the District will give first consideration to promote existing employees.

g. After completion of the selection process, all things being equal, seniority shall be the determining factor in filling the vacancy.

5. Open Recruitment:

- Notice of all job vacancies shall be posted on the District's website and on Union bulletin boards in prominent locations at each District facility.
- b. The notice shall remain posted for a period of seven (7) working days at all schools and offices that are open for business.
- c. The Union president shall receive copies of all job vacancy notices.
- B. **Notice Contents:** Internal recruitment vacancies or open recruitment vacancies shall include: The job title, a brief description of the position and duties, the job location (if known), the necessary employment standards required for the position, the number of hours per day, regular assigned work shift times, days per week and months per year assigned to the position, the salary range, and the deadline for filing an application for the vacancy.
- C. Certification of Applicants: Within five (5) working days following completion of the selection process, the Human Resources Department shall notify in writing each participating employee or former employee of his/her standing. An employee may request from the Human Resources Department an interview to discuss the reason why s/he was not selected for further screening or appointment.
- D. **Temporary Filling of Vacant Positions:** A substitute may work in a vacant position for a maximum of sixty (60) work days. Upon consultation and agreement with the Union, this timeline may be extended.

FOR THE DISTRICT:

FOR CSEA:

Jaime Martinez,

Chief Negotiator

Hanford Elementary School District

Ron Riso.

Chief Negotiations Chair

CSEA Chapter #344

ARTICLE 12: HOURS AND OVERTIME

- A. Work Year: The regular work year shall be July 1 through June 30.
- B. **Hours Worked:** For the purpose of computing the number of hours worked, all time ordered or authorized to be worked shall be construed as hours worked, as defined in California Education Code, Section 45128. Overtime worked under emergency or special circumstances shall be submitted for approval the following day.
- C. **Overtime:** Any ordered or authorized hours worked in excess of eight (8) hours per day or forty (40) hours per week. Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at a rate of pay equal to time and one-half (1½) the regular rate of pay.
- D. Extra Time: Any ordered or authorized extra hours worked by a part-time employee that total, when combined with the employee's regular hours, not more than eight (8) hours per day or forty (40) hours per week. Extra time as defined in this section shall be paid at the employee's regular rate of pay.
- E. Sixth (6th), Seventh (7th) Consecutive Days/Hours Worked in Excess of 12

 Hours in a Day
 - 1. Any employee who works eight (8) hours or less per day on the sixth (6th) or seventh (7th) consecutive days shall be compensated at the rate of one and one-half (1½) times his/her regular rate of pay for all hours worked on the sixth (6th) or seventh (7th) consecutive day.
 - 2. Any employee who works in excess of eight (8) hours on the sixth (6th) or seventh (7th) consecutive days shall be compensated at double the regular rate of pay for those hours worked in excess of eight (8) hours.
 - 3. Hours worked in excess of (12) hours in any workday shall be compensated at double the regular rate of pay.
- F. Overtime Equal Distribution: Overtime shall be distributed and rotated as equally as is practical among qualified employees within each department/school. To provide for equal distribution of overtime, initial requests to work overtime shall be offered to the employees with the greatest seniority

- within the appropriate classification or department/school. Overtime or extra hours declined by all employees shall be assigned at the discretion of the District.
- G. Holiday Pay: All hours assigned to work on holidays shall be compensated at time and a half (1½) the regular rate of pay in addition to the regular pay.
- H. Compensatory Time Off: An employee shall have the option to elect compensatory time off in lieu of cash for extra or overtime worked for a compensatory time accumulation of not more than three (3) days based on that employee's contractual work day.
 - 1. No employee shall accrue more than three (3) days of comp time.
 - 2. Any employee who accrues more than three (3) days of comp time in any pay period shall be compensated or be given compensatory time off with pay by the end of the following pay period.
 - 3. Any part-time employee who works extra hours shall accrue comp time on an hour-for-hour basis for each extra hour worked up to eight (8) hours per day, and on a time and a half basis for each hour worked in excess of eight (8) hours per day.
 - 4. Any employee may request payoff of earned and unused compensatory time off at the end of any month, provided the employee files a written request with his/her immediate management supervisor not later than the 12th day of the month at the end of which the payment is desired.
 - 5. Compensatory time normally shall be taken at a time mutually acceptable to the employee and his/her immediate management supervisor.
 - 6. Compensatory time may be taken in increments up to the employee's contractual work day.
- I. Call-In/Call-Back Time: Any employee called in to work on a day when the employee is not regularly scheduled to work or called back to work after completion of his/her regular assignment shall do so if at all possible and shall be compensated for at least three (3) hours of work at the appropriate rate of pay, even if less time is worked.
- J. Work Scheduled on Non-Work Day: When a supervisor schedules work on a day an employee is not scheduled to work, the employee shall be paid the

amount of time the employee works at the appropriate rate. If through no fault of the employee, he/she works less than the scheduled number of hours the employee shall be paid for the minimum of three hours. Where the employee fails to work the scheduled hours, the employee shall be paid only for the actual time worked.

- K. Split Shift Differential Compensation: All employees whose regularly assigned shift contains one or more periods of unpaid time which exceeds ninety (90) minutes shall be paid a shift differential premium of seven (7%) above the regular rate of pay for all hours worked.
- L. **Night Differential:** Any employee who works a regularly District-assigned shift between the hours of 5:00 p.m. and 6:00 a.m. shall receive a seven (7%) differential for each hour worked within that time frame.
- M. Voluntary Reduction in Assigned Time: A reduction in assigned time may occur when an employee voluntarily requests to surrender his/her "vested" rights to a specific number of hours. Such voluntary agreements shall be reduced to writing with copies going to the immediate management supervisor and the Superintendent or his/her designee. An employee may request a voluntary reduction in hours for a specified period of time and the hours reduced may be restored before the time period has elapsed to his/her original assigned hours by mutual agreement between the Union and the Superintendent or his/her designee. Prior to the employee's submission of a request for a voluntary permanent reduction in hours, the employee shall receive written concurrence from the Union.

N. Increase in Hours:

1. Except as provided under subsections 2. and 3. below, when additional hours are assigned to a part-time position on a regular basis, the assignment shall be offered to the employee currently in the appropriate class with the greatest bargaining unit seniority. If the senior employee declines the assignment, it shall be offered to the remaining employees currently in the class in descending order of bargaining unit seniority until the assignment is made. If no one accepts, the District shall at its own discretion assign the time to any employee currently in that class.

- A position with more hours shall be offered to the next most senior employee
 if:
 - a. the more senior employee cannot be reached by phone or fails to return a call-back message within forty-eight (48) hours. Every reasonable effort shall be made to reach an employee by phone or message; or
 - b. the more senior employee fails to accept an offer within twenty-four (24) hours of the offer.
 - c. If the more senior employee is on leave, but has accepted the increase in hours, the employee currently in the position, regardless of seniority, shall work the increased hours until the return of the senior employee or until the end of the school year, whichever occurs sooner.
- 3. To ensure continuity of supervision and evaluation, a probationary employee may change positions to accept more hours within the same classification only:
 - a. at the beginning of a new school year as a result of the annual staffing ("bumping") process; or
 - b. if the change does not result in a change of work site; or
 - c. with the consent of the Principal/Department Head and approval by the Superintendent.
- 4. Probationary employees who were unable to move to a position with a higher number of hours, per Section 3. above, shall have the right to exercise their seniority during the annual staffing meeting for a position with the number of hours they were unable to select during the year.
- O. Adjustment in Assigned Time: Any employee who works a minimum of thirty (30) minutes or more per day in excess of his/her regular part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her regular assignment adjusted upward to reflect the longer hours, effective with the next pay period. This provision shall not apply to extra hours offered to and accepted by an employee for a special assignment of not more than sixty (60) work days unless extended by mutual agreement between District and Union.
- P. Flexible Work Schedule by Mutual Consent: When for the advantage of an employee, a work schedule is adjusted to include split shift, night hours, or

- week-end work, the differential pay shall not apply. The employee and the management supervisor must give mutual consent in writing with a copy to the Union.
- Q. Lunch Periods: All employees who are regularly assigned to a work day of six (6) hours or more shall be granted an uninterrupted lunch period of at least one-half (½) hour in length. Lunch periods are without compensation.

R. Rest Periods:

- 1. Employees working three and three quarters (3¾) but less than seven (7) hours shall be granted one (1) rest period of fifteen (15) minutes.

 Employees working seven (7) or more hours shall be granted two (2) fifteen (15) minute rest periods. Insofar as practicable, the rest periods shall be taken in the middle of each morning and afternoon work period.
- 2. Specified rest periods may be designated by an immediate management supervisor only when the operations of the District require someone to be present at the employee's work site or because of other work requirements.
- 3. Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the employee.
- S. **Rest Facilities:** The District shall provide lunchroom, restroom, and lavatory facilities for employee use at each work site.

T. Work Week:

- 1. The work week shall normally be Monday through Friday.
- 2. Employees assigned to the following classifications may be subject to a regular work week other than Monday through Friday, i.e. Tuesday through Saturday: HVAC Specialist, Head Custodian, Locksmith, Painter, Maintenance I/II, Groundskeeper I/II, Irrigation Specialist, Custodian I/II, Lead Custodian, Delivery Worker: Mail and Material, Warehouse, Reprographic and Mail Services Technician, and Teacher Resource Center Specialist. The District shall confer with CSEA before any work changes.
- 3. An employee with a regular work week other than Monday through Friday shall receive a fifteen percent (15%) shift differential for work days other than Monday through Friday.

- U. **Permanent Shift and Work Week Changes:** The District shall only make a permanent change in an employee's work schedule in accordance with the following provisions:
 - 1. No more than twice per year can an employee's work schedule be changed to reflect either:
 - a. an earlier starting time; or,
 - b. a later finishing time.
 - 2. The District may initiate a change in an employee's work schedule not to exceed thirty (30) minutes either before or after the employee's current work schedule, for good and sufficient reasons based on the operational needs of the District, provided a five (5) work day notice is given to the employee prior to effecting the change.
 - 3. A District-initiated change in an employee's work schedule exceeding thirty (30) minutes shall be for good and sufficient reasons based on the operational needs of the District.
 - a. The District shall provide the affected employee with a ten (10) day advance written notice, advising the employee of such change and explaining the reasons therefore. In the event the change creates a hardship for the employee, up to fifteen (15) calendar days written advance notice shall be provided.
 - b. District and Union agree to consult prior to effecting the change. Consult, as used herein, means that the District will seek the expert advice of the Union on any matters relating to a change in an employee's work schedule in order to reach resolution prior to the implementation of such change. Views will be exchanged and considered by the parties with no decisions to implement the change until five (5) days after the commencement of consultation, unless otherwise mutually agreed to by the parties.
- V. Temporary Shift and Work Week Changes: Temporary changes in an employee's shift and work week schedule shall only be made by mutual agreement between the immediate management supervisor and the employee, except for in-service training and departmental or site meetings.

W. Summer Task Force Provision: Changes in work schedules for the Summer Task Force at the beginning of the summer (on or about the first non-student day) and end of the summer (on or about the last non-student day) shall not be considered as shift changes as provided in other sections of this Article for the following classifications:

Bus Driver/Service Worker

Custodian I/II

Computer Maintenance Technician I/II

Database Specialist I/II

Delivery Worker: Mail & Material

Groundskeeper I/II

Head Custodian

HVAC Specialist

Help Desk Technician

Irrigation Specialist

Lead Custodian

Locksmith

Maintenance Worker I/II

Mechanic

Painter

Teacher Resource Center Specialist

Warehouse Reprographic and Mail

Technician

X. Employees who are scheduled to attend professional development/training sessions on PD Days shall be released from duty without loss of pay at the conclusion of such professional development/training if their work shift ends within thirty (30) minutes or less of return to their work station, or if total time spent on the professional development/training activities is within thirty (30) minutes of total assigned work hours.

CSEA employees shall be paid extra compensation for time spent in professional development/training activities on PD Days if that time exceeds their normal workday by more than thirty (30) minutes.

The parties agree that the workday on PD Days is considered a "professional day" and that the above is a fair and mutually beneficial trade-off of minor work time variances connected with professional development days.

FOR THE DISTRICT:

FOR CSEA:

Jaime Martinez, Chief Negotiator

Date

Hanford Elementary School District

Ron Riso,

Chief Negotiations Chair CSEA Chapter #344

ARTICLE 16: LEAVES

A. Personal Illness/Injury Leave

The following leaves may be available to cover absences for personal illness, injury, or pregnancy-related disability:

- Sick Leave with Full Pay
- Extended Sick Leave with Half Pay
- Industrial (work-related) Illness/Injury Leave

1. Sick Leave with Full Pay

- a. Every employee who is employed full-time for twelve months per year and works five (5) days per week shall be entitled to twelve (12) days leave for personal illness or injury with full pay for each full fiscal year of service. Any employee who works less than full-time, or less than a full fiscal year, shall receive that portion of twelve (12) days as the time worked bears to the time worked by a full-time, full-year employee.
- b. At the beginning of each fiscal year, every employee shall be credited with the Personal Illness/Injury Leave allotment equal to his/her leave entitlement under A.1.a. above for the year.
- c. A continuing employee may use his/her leave credited under A.1.a. above at any time during the year. A new employee shall not be eligible to take more than six (6) days of credited Personal Illness/Injury Leave until the first day of the calendar month following completion of six (6) months of service.
- d. An employee may take paid pregnancy disability leave charged against available Sick Leave provided that the employee is in a paid status immediately prior to the commencement of the leave and submits to the District a physician's written verification of the pregnancy including the dates of the work disability caused by pregnancy or pregnancy-related condition.
- e. Unused Sick Leave earned under A.1.a. above shall accumulate from year to year.

- f. The District shall provide each employee with a statement of his/her accumulated and entitled Sick Leave balance as of the last work month on their monthly payroll warrant.
- g. The District may request that all absences from work due to illness or injury of five (5) consecutive working days or more be supported by verification(s) of disability from the treating health care provider(s).
- h. When the District has reason to believe Sick Leave privileges are being abused, the District may require a physician's verification which states the specific day or dates the employee was ordered to be off work and the date s/he is able to return to work, or the District may order an examination of the employee by a physician of its choice. If the District designates a physician, the District shall pay the cost for the examination.

2. Extended Sick Leave with Half Pay

- a. In addition to Personal Illness/Injury Leave provided under Section A.1. above, each employee shall be credited, at the beginning of each fiscal year, with the number of days of Extended Sick Leave with Half Pay which, when added to his/her Sick Leave entitlement for the year under A.1. above, total one hundred (100) days.
- Extended Sick Leave shall not be used until all accumulated Sick Leave credited per A.1. above, including the current-year allotment, has been exhausted.
- c. Entitlement to Extended Sick Leave with Half Pay shall not commence until the fourth (4th) consecutive full day of any absence on account of personal illness or injury except for pregnancy disability prescribed by the treating physician and for continuing illness or injury.
- d. The onset, duration, and nature of any illness or injury for which Extended Sick Leave with Half Pay is claimed must be verified, in writing, by the treating physician.
- e. Extended Sick Leave with Half Pay shall be used for personal illness or injury only.
- f. Extended Sick Leave with Half Pay does not accumulate from year to year.

3. Industrial Accident/Illness Leave

- a. An employee who has completed probation shall be entitled to sixty (60) days non-accumulative industrial accident or illness leave per year upon commencement of the first day of absence resulting from a bona fide injury or illness arising out of and in the course of employment. If utilization of this leave occurs at a time when the full sixty (60) days will overlap into the next year, the employee shall be entitled in the next year to only the amount of leave remaining at the end of the year in which the leave commenced for the same injury or illness.
- Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of compensation made under workers' compensation.
- c. Benefits provided in this section are in addition to Personal Illness/Injury and Other Sick Leave benefits. Accordingly, the District shall not deduct leave from the Personal Illness/Injury or Other Sick Leave accounts of an eligible employee who is absent as the result of an industrial accident or illness until the sixty (60) day industrial accident or illness leave has been exhausted.
- d. An employee who is not yet eligible for or who has exhausted Industrial Accident or Illness Leave shall be entitled to use his/her Personal Illness/Injury Leave benefits as provided in Sections A.1. and A.2. above. If the employee continues to receive Workers' Compensation benefits while on Sick Leave or Extended Sick Leave, s/he may elect to use that portion of his/her Sick Leave which, when added to temporary disability insurance benefits, is equal to his/her regular monthly salary. Payment for wages lost on any day shall not, when added to temporary disability payments granted under Workers' Compensation insurance, exceed the normal wage for the day.
- e. Staff are responsible to ensure that their manager or Human Resources receives a copy of all work status notes provided by the workers' compensation designated health care provider and keep their manager and/or Human Resources informed of their status.

- f. An employee shall be deemed to have recovered from an industrial accident or illness and thereby be able to return to work at such time as his/her workers' compensation designated health care provider certifies that there has been such recovery.
- g. The District's report of an industrial accident or illness shall be kept on file in the Human Resources Department.

4. Notification Requirements for Extended Sick Leaves

- a. Employees on approved extended injury/illness leaves are required to keep the District advised on a regular monthly basis as to the status of the extended leave. Such notification shall be provided to the Human Resources Department no later than the last day of each month during the time period the employee is on the extended leave.
- b. Not later than 2:00 p.m. on the work day immediately prior to the date of return to work from an extended leave due to illness or injury, the employee shall furnish to the Human Resources Department a written release from his/her treating health care provider. Return to duty with any restrictions limiting full, regular duty shall be subject to agreement by the District.

B. Family Illness/Injury Leave

The following leaves may be available for the care of ill or injured family members:

- Sick Leave
- Unpaid Family Medical Leave

Sick Leave

- a. Up to six (6) days of the employee's annual Sick Leave allowance (the amount an employee would accrue during 6 months of employment) pursuant to Section A.1. of this Article, may be used by an employee for the purpose of caring for an ill or injured child, spouse, parent, or domestic partner (as defined in Labor Code Section 233).
- b. The employee's Sick Leave balance, accrued per Section A.1. of this Article, shall be reduced on a day-for-day/hour-for-hour basis.

c. Sick Leave used for the purpose of this section shall reduce leave available, if any, for Personal Necessity, per Section E.1. of this Article, on a day-for-day/hour-for-hour basis.

2. Unpaid Family Care Leave

- a. Employees may take Unpaid Family Care Leave(s) for up to twelve (12) weeks in a 12-month period to care for a family member with a serious health condition. Family members shall include spouse, child, legal ward, adult dependent child, parent, domestic partner (as defined in Labor Code Section 233), current father-in-law, mother-in-law, or any person with whom the employee has an "in loco parentis" relationship.
- b. To qualify for the leave, an employee must have completed one (1) year of continuous service in the District.
- c. The condition of the family member must involve an illness, injury, impairment, or other physical or mental condition which requires either inpatient care or continuing treatment or supervision by a licensed physician or osteopath, or other health care provider designated by the Secretary of Labor, and warrants the participation of the employee in the care of the patient during the treatment period.
- d. The employee must submit, with the request for the leave, a statement from the treating health care provider or osteopath which includes the date the condition commenced or will commence, the probable duration of the condition, the need for the employee's care for the individual, and the estimated length of time the employee's care is needed. The District may require, at the District's expense, a second and, if necessary, a third medical opinion.
- e. The employee shall exhaust accrued vacation and compensatory time off before using Family Care Leave.
- f. By mutual consent between the employee and the District, the employee may use unused Sick Leave, earned per Section A.1. of this Article, in lieu of Unpaid Family Care Leave.

- g. Any paid leave(s) used for the purpose of this section shall run concurrent with, and reduce the total of twelve (12) weeks of Family Care Leave on a day-for-day basis.
- h. District-paid health insurance plan benefits shall not be continued for unpaid Family Care Leave unless the employee meets the eligibility requirements of Family Care Leave under Federal and/or State family leave laws (FMLA and/or CFRA). Employees who do not return from Family Care Leave for reasons other than their own disability shall be responsible for reimbursing the District for the health plan premium costs during the period(s) of the leave, unless the employee was in paid status during the entire leave. If the employee is in paid status during the entire Family Care Leave period then district-paid health insurance plan benefits shall be continued regardless of the employee's eligibility for state or federal leave. For those employees who are on an approved unpaid leave of absence who do not meet the eligibility requirements of Family Care leave under Federal and/or State family leave laws (FMLA and/or CFRA), continuation of health insurance benefits will be at the employee's expense.
- i. Except in emergencies, all requests for Family Care Leave must be submitted at least thirty (30) calendar days in advance. All requests are subject to verification of need. The specific starting and ending dates of the leave shall be coordinated with the needs of the District and are subject to approval by the Superintendent.
- j. An employee may request an extension of Unpaid Family Care Leave beyond twelve (12) weeks and/or for the care of a relative not living in the household of the employee. Such requests are subject to verification of need and require approval by the District Superintendent.
- k. Family Care Leave shall not constitute a break in service for longevity or seniority purposes, or for eligibility for health benefits, but an employee shall not earn credit for Sick Leave or Vacation during an unpaid Family Care Leave.

- Employees shall be restored to the same or an equivalent position upon return from Family Care Leave.
- m. For those employees who meet the Federal and/or State statute requirements, the provisions of Family Care Leave shall be in accordance with federal and State law, and any changes thereto. This Family Care Leave shall run concurrently with those leave provisions, not as an additional leave benefit.

C. Catastrophic Sick Leave Bank

- 1. Permanent employees may donate up to ten (10) days of earned Personal Illness/Injury Leave accrued as set forth in A.1. of this Article to a Classified Employees' Catastrophic Sick Leave Bank. This limitation shall not apply to donations made at the time of separation from the District. Donation of such leave shall normally be at the beginning of each school year. Donations shall be made in increments of one (1) hour or more. Donations of leave to the Catastrophic Sick Leave Bank are irrevocable.
- 2. "Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her accrued sick leave and other paid time off.
- 3. Permanent employees who have exhausted all accrued paid leaves, vacation, and compensatory time off (CTO) who are suffering from a catastrophic illness or injury, or that of a member of their immediate family, may request leave from the Catastrophic Sick Leave Bank. Immediate family includes the relatives listed under Section B.1., Paid Family Illness Leave, of this Article.
- 4. The District shall require verification of the catastrophic illness or injury.
- 5. The District and Union representatives shall agree on the amount, if any, of leave that shall be transferred from the Catastrophic Sick Leave Bank to the employee on catastrophic leave. The amount of additional leave granted to

- a permanent employee as a result of leave donation(s) from the Catastrophic Sick Leave Bank shall not exceed twelve (12) months.
- Sick Leave donation in excess of the amount needed for the purpose and time frame for which it was requested shall be credited back to the Catastrophic Sick Leave Bank.

D. Leave for Adopting A Child

- 1. An employee may take up to ten (10) days of leave for the purpose of adopting a child.
- The employee may take paid Sick Leave, accrued per Section A.1. of this Article, if available, for the purpose of this section. If paid Sick Leave per Section A.1. of this Article is not available for all or part of this leave, the leave shall be unpaid.

E. Personal Necessity Leave

- Up to eight (8) days of Sick Leave per Section A.1. of this Article per year may be taken for matters of personal necessity.
 - a. Death of a member of the employee's immediate family as defined in Section G.2. of this Article, when additional leave is required beyond that provided in Section G.1. of this Article.
 - b. Serious loss or damage involving the employee's property, or the property of a member of his/her household.
 - c. Appearance in any court or before any administrative tribunal as a litigant, party, or by any order made by a body of competent jurisdiction.
 - d. To attend to school-related matters involving the employee's minor child, when the employee's presence is required (Parental Leave).
 - e. Paternity.
 - f. Reasons of personal compelling importance when such requests are not covered by other paid leave provisions contained in this Agreement.
 - g. The specific reason for the leave request shall be stated for each absence request listed above including the specific nature of "personal compelling" reasons.
 - An employee may use up to two (2) days of Personal Necessity Leave which shall not require an explanation.

- 2. Requests for Personal Necessity Leave shall be submitted in writing to the employee's immediate supervisor on the appropriate forms provided by the District at least twenty-four (24) hours in advance, and are subject to approval. No request for Personal Necessity leave shall be granted with less than 24 hours advance notice unless the request is either: (1) submitted under E.1. a, b, or d; or (2) the reason for requesting the leave is approved by the supervisor.
- Leave requested for Personal Necessity shall ordinarily be approved, but may be denied for good and sufficient reasons which shall be stated by the immediate supervisor.

F. Bereavement Leave

- Employees shall be granted paid leave, not to exceed five (5) days, or seven
 (7) days if travel is required beyond six hundred (600) miles round trip, on
 account of the death of any member of the employee's immediate family. The
 District may require proof of the need for bereavement (obituary from
 newspaper or funeral announcement) and/or the distance to be traveled.
- 2. For the purpose of this section, immediate family means the mother, father, grandmother, grandfather, or grandchild of the employee or of the spouse of the employee; spouse, or domestic partner (as defined in Labor Code Section 233), son, son-in-law, daughter, daughter-in-law, brother, sister, brother-in-law, sister-in-law of the employee; current father-in-law, mother-in-law, or any relative living in the immediate household of the employee.

G. Jury Duty

- 1. Employees shall be entitled to as many days of paid leave as are necessary for appearances as a juror before any duly convened court of law. A copy of the jury summons shall be attached to the request for leave. If the employee receives any juror's fees while on leave under this provision, such fees less mileage fees shall be remitted to the District. If no juror's fees are paid, the employee must provide the District court documents to support their jury service.
- 2. In addition, employees shall be entitled to paid leave for appearance in any court, under subpoena, as a witness. A copy of the subpoena shall be

- attached to the request for leave. If the employee receives any witness fees, such fees shall be remitted to the District.
- Employees shall verify the need for appearance as a juror or witness by calling the evening before the appearance is scheduled. If an employee fails to do so and his/her presence is not needed, paid leave will not be granted.
- 4. Any employee who is granted jury duty leave shall only be required to work that portion of remaining hours which, when added to the number of jury duty hours served, equals his/her regularly assigned work day. Adjustments to an employee's regular work schedule to determine reasonable work time and travel time needed to attend jury service will be discussed and mutually agreed to by the employee and supervisor.
- Employees who fail to remit juror or witness fees shall have the amount due the District deducted from their pay warrant.

H. Excused Absence without Loss of Pay

When an employee has exhausted all other appropriate paid leaves, the immediate management supervisor may authorize, on not more than two occasions per year, the absence of an employee with pay for a maximum of two (2) hours for reasons of personal business that require the employee's attention during duty hours.

Early Out Hours

Early out hours will be extended to all 8-hour employees who are <u>on duty</u> on the work day preceding the Thanksgiving, Christmas and New Year's holidays, as well as the Friday before Easter when those "Early Out" days fall on non-school days. "Early Out" means that 8-hour employees may reduce their normal work day and leave one hour early. This change in schedule need not be reflected on the employee's time card.

J. Unpaid Maternity Leave

An employee may request unpaid leave of absence for up to twelve (12) months to care for a newborn or newly adopted child, provided that the employee gives written notice to the District of the intent to take such leave not later than thirty (30) days prior to the commencement of the leave and that the employee

provides the District with a physician's verification of the birth or adoption of a child at the time of the request for such leave.

K. Child Rearing Leave

An employee may request an unpaid Child Rearing Leave of up to twelve (12) months to care for a child other than a newborn or newly adopted child. A written request to take such leave shall be submitted to the District one (1) month prior to the expected commencement of the leave.

L. Leave for Retraining Or Study

Leaves of absence for study or retraining may be granted by the District to any employee, provided such employee has been deemed eligible for such leave under qualifying standards of service which the District may elect to prescribe.

- 1. Under any circumstances, employees may be eligible for study leave only after completion of three (3) years continuous service within the District and no more than one (1) study leave may be granted during any five (5) year period and no more than one (1) retraining leave may be granted during any three (3) year period.
- 2. Leaves of absence granted under this provision shall be no more than one (1) year in duration; however, upon approval of the District, leave may be authorized in separate six (6) month periods or in other appropriate periods rather than for a continuous one (1) year period.
- 3. Any leave of absence authorized under this provision shall not be deemed a break in service for any purposes, except that such leave shall not be included as service in computing service for the granting of any subsequent leave under this provision nor shall any employee earn vacation pay, sick leave, or any benefits provided under this Agreement.
- Leaves granted under this provision shall be either with or without pay, at the District's option.

M. Other Unpaid Leave

- A leave of absence without pay may be granted to permanent employees for personal or medical reasons.
- 2. A probationary employee may be granted a leave of absence without pay if the purpose is for medical reasons.

- 3. For other than medical reasons, initial leaves of absence without pay shall not be granted for more than one (1) year.
- 4. Leaves of absence without pay under this section may be extended for an additional period of time but shall not exceed a total of two (2) years, except as otherwise provided for by law.

N. Requests for Unpaid Leaves

All requests for leaves of absence without pay shall be submitted on the appropriate District form via the immediate management supervisor and Principal/Department Head to the Human Resources Department for Superintendent consideration according to the following timelines:

- 1. Full-year leaves and leaves for the fall semester only: By April 1 of the preceding school year.
- 2. Leaves for the spring semester only: By November 1 preceding.
- 3. Mid-semester leave requests and leaves of shorter duration: Thirty (30) days in advance, except as otherwise defined in this article.
- 4. Under extenuating circumstances, the Superintendent may consider waiving the timelines.
- 5. The employee shall exhaust accrued vacation and compensatory time off before using unpaid leave for any reason except pregnancy disability leave.

O. Health and Welfare Benefit Continuation While on Uncompensated Leaves

- Except as provided under Section B.3.h. of this Article, employees on approved uncompensated leaves shall be entitled to maintain their health insurance benefits at their own expense by payment to the District of the total monthly premium amount for all eligible coverages by the due date established by the District.
- Life insurance coverage will cease under group coverage. The employee can choose to convert group life insurance or opt for portability on the
- 3. AD&D life insurance at their own expense.

P. Parental Bonding Leave

Effective January 1, 2017, to be entitled to up to 12 workweeks of parental bonding leave under this section, unit members must be eligible for child bonding leave under the California Family Rights Act (CFRA) to the extent that he or she

must have been employed by the District for at least 12 months, but need not have worked 1,250 hours in the 12 months prior to commencing the leave. Paid leave used under this section shall run concurrently with unpaid CFRA child bonding leave.

- For purposes of this article, "parental bonding" leave means child bonding or child care leave taken within the first 12 months following the birth of a child of the unit member or the placement of a child in the unit member's household for adoption or foster care.
- 2. Pursuant to Education Code section 45196.1, when an eligible unit member who has exhausted all paid sick leave, including accumulated sick leave, continues to be absent for purposes of parental bonding under the California Family Rights Act (CFRA; Government Code section 12945.2) he or she may use up to 12 workweeks of Extended Sick Leave with Half Pay under section A.2. of this article concurrently with the unpaid CFRA leave entitlement and Unpaid Family Care Leave as per B.3. Such Extended Leave with Half Pay shall be paid as set forth in Section 2.a.
- 3. For purposes of this paid parental bonding leave only, all sick leave and accumulated sick leave shall be used and exhausted before Extended Sick Leave with Half Pay under section A.2. of this article may be utilized. The 12 workweeks shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of parental leave pursuant to CFRA (Governmental Code Section 12945.2).
- 4. A unit member shall not be provided more than one 12-week period of paid absence for parental bonding leave in any 12-month period. However, if a school year terminates before the 12-week period is exhausted; the employee may take the balance of the 12-week period in the subsequent school year.
- 5. If both parents work for the District, the maximum combined leave available to the parents for parental bonding is 12 workweeks.
- 6. Except for extenuating circumstances, aAny parental bonding leave must be requested in writing to the Assistant Superintendent of Human Resources, a minimum of 30 days prior to the date the leave is proposed to commence.

7. Except for extenuating circumstances, requests for parental bonding leave shall normally be taken in no less than one (1) week increments unless approved by the Superintendent or designee.

FOR THE DISTRICT:

FOR CSEA:

Jaime Martinez,

Chief Negotiator

Hanford Elementary School District

Ron Riso,

Chief Negotiations Chair

CSEA Chapter #344

Tentative Agreement – October 22, 2020 2020-21 Negotiations for Successor Agreement

ARTICLE 18: CLASSIFICATION, RECLASSIFICATION, AND ABOLITION OF POSITIONS

- A. Placement in Class: Every bargaining unit position shall be placed in a class.
- B. **New Positions or Classes of Positions:** All newly created classified positions or classes of positions, except as otherwise provided for in this Agreement, shall be assigned to the bargaining unit.
- C. Upon initial employment and each change in classification thereafter, the employee shall receive a copy of his/her class specification, salary data, and work assignment.
- D. The District shall notify the Union through the Board Minutes of newly hired bargaining unit employees, their classification, and their work location.

E. Reclassification

- 1. Reclassification shall mean the redefining of a single position, or more than one position under the same job description (for example all Custodian IIs but not Lead Custodians) to account for changes in duties, responsibilities or work that significantly alters the nature of the position.
- 2. All requests for reclassification of positions must be filed in the Human Resources Department no sooner than September 1 and no later than October 1 at 4:30 p.m. Reclassifications may be initiated by CSEA or the District. The Union may present up to three (3) reclassification requests per year.
- 3. Contents of the Request:
 - Each request for a reclassification shall contain 6 copies (3 sets to the District's Human Resources Department and 3 sets to CSEA Chapter President). The request shall contain:
 - a. A cover letter stating an overview of the request
 - b. A current and proposed job description including proposed salary range

- c. Information outlining the additional duties and responsibilities acquired over a period of time that differs from the current job description and justifying the request.
- d. A historical overview of the new duties.
- e. Any other relevant information supporting the request.
- 4. By October 15th of any year in which reclassification requests are submitted, the District and CSEA shall each designate two representatives who will serve on the Ad Hoc Reclassification Committee for that school year. The Ad Hoc Reclassification Committee shall meet by November 1st to review the reclassification proposals and set a mutually agreeable schedule for the review and study necessary to make a recommendation to the District and CSEA bargaining teams as to the decision on whether to reclassify, any proposed salary change, and the effective date.

Recommendations made by the Ad Hoc Reclassification Committee shall be done no later than May 15th following the submission of the reclassification.

If the parties do not agree whether the reclassification shall be granted or denied, either party may then request that the matter be included as an additional item for negotiations in the following year, i.e. the year following the year in which the reclassification was first presented.

5. Salary Placement of Reclassified Positions:

- a. An employee whose position is reclassified to a higher classification due to the gradual accretion of higher level duties and responsibilities shall be entitled to the lowest step in the higher range which exceeds the employee's rate of pay by a minimum of five percent (5%).
- b. An employee whose position is reclassified to a lower classification shall be y-rated until such time as the assigned class has a maximum salary rate which is equal to or higher than the employee's existing rate of pay.
- F. Incumbent Rights: When a position is reallocated to a new or different classification as a result of a re-titling -- such that the actual duties, responsibilities, nature, and scope of the position will be substantially the same

- as the incumbent had been performing, the incumbent shall be granted the same status in the new or different class as was held in the old class.
- G. Abolition of a Position or Class of Positions: If the District proposes to abolish a position or class of positions, it shall notify the Union in writing a minimum of ten (10) days prior to notices being mailed with respect to abolition of position(s).
- H. Flexibly-Staffed Classification: If a position is allocated to a flexibly-staffed classification at the entry level, as assigned responsibilities and breadth of knowledge increase with increased experience, the employee shall have his/her position re-allocated to the next higher level upon the immediate management supervisor's recommendation and the approval of the Superintendent or his/her designee providing the following criteria are met:
 - 1. One (1) year experience at the Level I classification.

Date

- 2. Overall rating of "Meets Standards" on the Classified Employee Evaluation Report.
- 3. A passing score on skill test(s) required for the higher classification, if any.

 Reallocation to the higher level class shall become effective on the first day of the month following approval by the Superintendent or designee.

FOR THE DISTRICT:

FOR CSEA:

Jaime Martinez,

Chief Negotiator

Hanford Elementary School District

Ron Riso.

Chief Negotiations Chair

CSEA Chapter #344

Tentative Agreement – October 22, 2020 2020-21 Negotiations for Successor Agreement

ARTICLE 22: HEALTH AND WELFARE BENEFITS

A. Regular Employees Working Six (6) Hours or More

- For each Bargaining Unit member employed in a position assigned thirty (30)
 hours or more per week, excluding extra-/overtime hours, the District shall
 provide the following health and welfare benefits to the employee and his/
 her eligible dependents, effective as follows:
 - a. New employees: On the first day of the month following the first day of active duty.
 - b. Employees in the District whose eligibility results from an increase in hours:

If the assignment begins in the current school year, on the first day of the month following appointment to and acceptance of the position, regardless of the date the employee actually assumes the duties of his/her new position.

If the assignment begins the next school year, benefits will begin the 1st of the month following the first day of active duty in the new school year.

c. Provision of the above benefits is contingent upon timely submission of completed enrollment forms by the employee to the Human Resources Department. Participation shall not be available on a retroactive basis if enrollment forms are not submitted prior to the first of the month for which eligibility was determined.

2. The health and welfare benefits shall include the following:

a. Medical Insurance:

Preferred Provider Medical Program. The benefits of the plan shall fully conform to specifications presented to and agreed upon by the Union during discussions leading to agreement on this provision.

The Bargaining Unit may select a different medical and/or prescription insurance plan for its members, effective October 1 of each year, unless a specific year is stipulated, from alternatives available with current plan provider and submitted by the District to CSEA by June 1 of each year,

unless a specific year is stipulated, provided the Bargaining Unit has ratified the change and notified the Human Resources Department by the deadline date provided in accordance with the Medical Plan Administrator guidelines. CSEA shall select three (3) plan designs from those available through the plan provider. In addition, the District and CSEA will mutually agree on the fourth plan design from those available through the plan provider. It is specifically agreed that, should CSEA fail to notify the District of a medical and/or prescription drug plan change by such deadline of each year, eligible Bargaining Unit members shall remain covered by their current medical and prescription drug plans as available through the current plan provider. Benefit changes will become effective the first day of any month following the applicable waiting period, as specified in the Plan Administrator guidelines.

b. Dental Insurance:

A District Self-Funded Incentive Dental Plan for employees and eligible dependents, featuring a scale of 70 - 100% payment of reasonable and customary fees for covered services. Effective October 1, 2001, the maximum annual benefit for each individual covered by this insurance shall be Two Thousand Dollars (\$2,000).

c. Vision Insurance:

A Vision Plan for the employee and eligible dependents, paying for authorized service on the basis of a schedule for eye examination, glass lenses, and frames.

d. Life Insurance:

A \$50,000 Basic Life Insurance Plan (plus Accidental Death and Dismemberment Plan) paying on the death of an employee under age 65, from any cause authorized by the plan provider, the amount of \$50,000 to the beneficiary named by the employee. Employees over age 65 shall be eligible for a reduced benefit amount as set forth in the policy established by the insurance company. Employees who choose to discontinue or terminate life insurance during an approved unpaid leave of absence may

be subject to evidence of insurability satisfactory to the Life Insurance Company upon return to active work.

- 3. Eligible spouses and dependents who have medical, dental, and/or vision insurance benefits through employment other than the District shall use benefit plans from their employment as primary coverage.
- 4. Effective October 1, 20192020, the maximum annual District contribution toward the total premiums for the above benefits shall be Twelve Thousand Six Seven Hundred and Fifty Five Eighty-Seven Dollars and Sixty-Four Cents (\$12,655.64 \$12,787.64) per employee.
- 5. Monthly payroll deductions shall begin with the October (i.e. the first month of the plan year) pay warrant for which total health benefit plan costs exceed the maximum District contribution, and shall be for the difference between the monthly total costs and the monthly maximum District contribution as defined above.

B. Regular Employees Working Three (3) But Less than Six (6) Hours

- 1. The District agrees to provide the following health and welfare benefits to each Bargaining Unit member employed in a position assigned at least fifteen (15) but less than thirty (30) hours per week, excluding extra-/overtime hours, and for a scheduled work year of nine (9) months of contracted working days or more per fiscal year. Each qualified employee will begin coverage as follows:
 - a. New employees: On the first day of the month following the first day of active duty.
 - b. Employees in the District whose eligibility results from an increase in hours:

If the assignment begins in the current school year, on the first day of the month following appointment to and acceptance of the position, regardless of the date the employee actually assumes the duties of his/her new position.

If the assignment begins the next school year, benefits will begin the 1st of the month following the first day of active duty in the new school year.

c. Provision of the above benefits is contingent upon timely submission of completed enrollment forms by the employee to the Human Resources Department. Participation shall not be available on a retroactive basis if enrollment forms are not submitted prior to the first of the month for which eligibility was determined.

2. The health and welfare benefits shall consist of the following coverage:

a. Dental Insurance:

A District Self-Funded Incentive Dental Plan for employees and eligible dependents, featuring a scale of 70 - 100% payment of reasonable and customary fees for covered services. Effective October 1, 2001, the maximum annual benefit for each individual covered by this insurance shall be Two Thousand Dollars (\$2,000).

b. Vision Insurance:

A Vision Plan for the employee and eligible dependents, paying for authorized service on the basis of a schedule for eye examination, glass lenses, and frames.

c. Life Insurance:

A \$50,000 Basic Life Insurance Plan (plus Accidental Death and Dismemberment Plan) paying on the death of an employee under age 65, from any cause authorized by the plan provider, the amount of \$50,000 to the beneficiary named by the employee. The District contribution to the premium for life insurance benefits shall be 100% of the cost.

Employees over age 65 shall be eligible for a reduced benefit amount as set forth in the policy established by the insurance company. Employees who choose to discontinue or terminate life insurance during an approved unpaid leave of absence may be subject to evidence of insurability satisfactory to the Life Insurance Company upon return to active work.

3. Eligible spouses and dependents who have dental and/or vision insurance benefits through employment other than the District shall use benefit plans from their employment as primary coverage.

4. Effective October 1, 20192020, the maximum annual District contribution toward the total premiums for the above benefits shall be One Thousand Three Hundred and Fourteen Dollars and Ninety-Six Cents (\$1,314.96). Monthly payroll deductions shall begin with the October (i.e., first month of the plan year) pay warrant for which total health benefit plan costs exceed the maximum District contribution, and shall be for the difference between the monthly total costs and the monthly maximum District contribution as defined above.

C. Retirees

- 1. Effective July 1, 2007, for retirees under age 65 meeting the following criteria, the District will contribute one hundred percent (100%) of the maximum contribution for active employees toward the premium for the current District plan for medical and dental coverage only for the employee and dependents for a period of ten (10) years or until reaching age sixty-five (65), whichever comes first:
 - a. Thirteen (13) years of service, the last five (5) years of service must be consecutive; and
 - Participating in the District group medical insurance program as in Section A.2.a. above at the time immediately prior to retiring;
 - c. Age fifty-five (55) or older but not older than 64; and
 - d. Sign up for the appropriate plan immediately upon retirement without a break in coverage; and
 - e. Timely payment by retiree of his/her share of the premium as required by the District as a condition to remain eligible for this benefit.
- 2. Retirees who participated in the District's medical insurance program in accordance with Section 1. above who don't meet the service requirement, or who are 65 or older, will be allowed to continue their medical and dental insurance benefits at no cost to the District. Eligible retirees must pay the full cost of premiums as outlined by the District at the time of election of continuation, and as updated on a periodic basis.
- 3. Upon attainment of age 65, all retirees and eligible dependents must enroll in Medicare Part B and in Medicare Part A, and pay the required Medicare

premium(s), as a condition to continued participation in the District's medical group insurance.

Retirees who participated in the District's \$50,000 Basic Life Insurance Program retiring from the District at age 55 or older, but not older than 64; with at least 13 consecutive years of service may choose to continue to participate in the Basic Life Insurance Program until the attainment of age 65 at no cost to the District. Failure to make timely premium payments shall result in cancellation of insurance coverage.

FOR THE DISTRICT:

FOR CSEA:

Jaime Martinez,

Chief Negotiator

Hanford Elementary School District

Date

Ron-Riso,

Chief Negotiations Chair CSEA Chapter #344

Tentative Agreement – October 22, 2020 2020-21 Negotiations for Successor Agreement

ARTICLE 23: PAY AND ALLOWANCES

- A. The 2018-2019 2019-2020 Classified Salary Schedule shall be increased by Three Point Two Six percent (3.26%) remain in effect without change and become the 2019-2020 2020-2021 Classified Salary Schedule.
- B. All new employees shall be placed on the salary schedule in a uniform manner.
 - All new employees shall be rated in not higher than Step 2. Three (3) years
 of prior work experience in a similar job classification are required for Step 2
 placement. The District with mutual agreement will have flexibility to go
 beyond Step 2 for hard to fill job classifications.
 - 2. An employee who is promoted to a higher classification shall be entitled to the lowest step in the higher range which exceeds the employee's rate of pay by a minimum of five percent (5%). This minimum five percent (5%) increase shall be based on what the employee would have earned during the twelve months following the date of the promotion including step advancement, if any, had s/he not been promoted.
- C. Frequency: Employees shall be paid once per month payable on or before the last working day of the month. If the normal pay date falls on a holiday or weekend, the paycheck shall be issued on the preceding work day.

D. Step Advancement:

- 1. Employees' step advancement date shall be July 1 of each year.
- New employees shall receive a step increase on July 1 if they were employed effective on or before December 31 of the preceding year.
- E. An employee regularly contracted to work in two (2) separate job classifications in one (1) fiscal year shall be paid for all hours in paid status at the range and step of the classification which is the higher of the two.
- F. **Longevity Pay:** The District shall pay longevity pay for each employee who qualifies as follows:
 - Full-time employees shall receive annual longevity pay when they complete milestone years of service as indicated below:

- a. Fifteen (15) years: One Thousand One Hundred Twenty-Five Dollars (\$1,125)
- b. Twenty (20) years: Two Thousand Two Hundred Fifty Dollars (\$2,250)
- c. Thirty (30) years: Three Thousand Three Hundred Seventy-Five Dollars (\$3,375)
- Part-time employees shall receive the appropriate pro rata share when they complete milestone years of service:
- 3. Employees shall receive longevity pay on July 1 if they reached one of the above milestones on or before December 31 of the current year.
- G. **Bilingual Stipend:** Any employee who is required to use a second language from time to time in his/her regular assignment and who has demonstrated competency in the second language as established by the District shall receive a stipend in accordance with the following schedule. Said payments shall be paid each month on a one-twelfth (1/12) basis for each twelve (12) month employee, on a one-eleventh (1/11) basis for each eleven (11) month employee, and on a one-tenth (1/10) basis for each ten (10) month employee as part of the employee's regular monthly paycheck. Eligibility for said stipend shall commence on the first of the month following the completion of demonstrated competency. Stipend payment is not to be considered a part of the employee's regular rate of pay.

BILINGUAL STIPEND SCHEDULE

8 hour employee	\$4	00 р	er yea	ar
7 hour but less than 8 hour employee				
6 hour but less than 7 hour employee	\$3	00 p	er yea	ar
5 hour but less than 6 hour employee				
4 hour but less than 5 hour employee	\$2	00 p	er ye	ar
3 hour but less than 4 hour employee	\$1	50 p	er ye	ar
2 hour but less than 3 hour employee	\$1	00 p	er ye	ar
1 hour but less than 2 hour employee	\$	50 p	er ye	ar

H. Out of Classification Work: An employee who temporarily performs the essential functions of a higher classification shall be entitled to the lowest step in

- the higher range which exceeds the employee's rate of pay by a minimum of five percent (5%).
- I. Upon appropriate written authorization from the employee, the District shall deduct from the salary of any employee and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Union and the District.
- J. On-Call Bus Driver Stipend. For a limited number of classified employees who work within the District and who serve in classifications other than those positions requiring a School Bus Driver's License Certification, but who are willing to obtain the required training and licenses to operate a school bus and serve as an on-call Bus Driver as needed, the District will pay a stipend of One Thousand Dollars and No Cents (\$1,000) per year to each employee. The number of on-call Bus Drivers needed and eligibility for the stipend shall be evaluated and determined by the District at the commencement of each school year.
- K. LVN Licensure Incentive: Any Health Care Assistant (or Bilingual Health Care Assistant) who secures and maintains a valid California Licensed Vocational Nurse (L.V.N.) licensure shall be entitled to a five percent (5%) incentive increase in his or her hourly rate of pay for all hours worked. The five percent (5%) incentive increase will become effective the first of the month following documentation and receipt of a California L.V.N. license and will remain in effect as long as a valid L.V.N. license is maintained. The employee is responsible to provide annual verification to the District of a current L.V.N. licensure in order to receive the incentive.

FOR THE DISTRICT:

FOR CSEA:

Jaime Martinez,

Chief Negotiator

⊬anford Elementary School District

Ron Riso,

Chief Negotiations Chair

CSEA Chapter #344

Date

Tentative Agreement – October 22, 2020 2020-21 Negotiations for Successor Agreement

ARTICLE 26: Staff Development and Training (NEW ARTICLE)

The District recognizes that classified staff does essential work that supports a healthy school environment and the educational program. Classified staff shall have opportunities to participate in staff development activities in order to improve job skills, learn best practices, retrain as appropriate in order to meet changing conditions in the district, and/or enhance personal growth.

The District shall involve classified staff in the development of the District's staff development program. The District shall ensure that the staff development program is aligned with District goals, school improvement objectives, the local control and accountability plan, and other district and school plans.

The District and CSEA shall utilize the Meet and Consult process to:

- A. Evaluate and develop staff education and training programs, On-The-Job

 Training and Self-Developments for recommendation to the Superintendent for approval and implementation.
- B. Evaluate and identify training needs, investigate sources of training/education programs and disseminate information on availability of training/education programs.
- C. Review and evaluate requests from employees to attend trainings and professional development opportunities outside of the District that are aligned with District goals, school improvement objectives, the local control and accountability plan, and other District and school plans.
- D. Employees permitted to attend these professional development and training opportunities shall suffer no loss of pay or leave to attend.
- E. Approval of all training requests shall be contingent upon availability of funds as determined by the District. For the 2020-21 year, the District shall allocate the balance from the AB 1808 Classified Employees Professional Development

 Block Grant (2018) of \$3,000 to utilize for classified bargaining unit member

professional development opportunities. Unused funds, if any, will be carried over from one year to the next during the term of this agreement. These AB 1808 funds shall not be used for training or professional development that is required to maintain qualifications for employment (for example, updating CPR, certificates, required training for bus drivers, etc.).

FOR THE DISTRICT:

FOR CSEA:

Jaime Martinez,

Chief Negotiator

Hanford Elementary School District

Ron Riso,

Chief Negotiations Chair CSEA Chapter #344

Tentative Agreement – October 22, 2020 2020-21 Negotiations for Successor Agreement

ARTICLE 2627: EFFECT OF AGREEMENT

- A. The duration of this Agreement is July 1, 20172020 through June 30, 20202023.
- B. It is the intent of the parties that this Agreement set forth the full and entire understanding of the parties regarding all matters set forth herein, and any prior to existing understanding or agreements by or between the parties, whether formal or informal, regarding any such matters are hereby superseded and terminated in their entirety.
- C. Unless otherwise specifically provided herein, it is agreed and understood that each party hereto voluntarily waives and unqualifiedly relinquishes its rights to meet and negotiate, and agrees that the other party shall not be required to negotiate with respect to any subject or matter covered herein, or with respect to any matter not covered herein, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they met and negotiated this Agreement, and even though any such subject or matter was proposed and later withdrawn.
- D. District and/or Union may re-open negotiations for the 2018-20192021-2022, and/or 2019-20202022-2023 school years over Pay and Allowances (Article 23) and/or Health and Welfare Benefits (Article 22), and two additional Articles each.

FOR THE DISTRICT:

N

Date

FOR CSEA:

Jaime Martinez,

Chief Negotiator

Hanford Elementary School District

Ron Riso,

Chief Negotiations Chair

CSEA Chapter #344

HANFORD ELELMENTARY SCHOOL DISTRICT 2020-2021 CLASSIFIED SALARY SCHEDULE (Interim)

Range	Position		Step 1	Step 2	Step 3	Step 4	Step 5
1		*per Month	2,351	2,469	2,592	2,722	2,858
		per Hour	13.56	14.24	14.95	15.70	16.49
2		per Month	2,469	2,592	2,722	2,858	3,001
-		per Hour	14.24	14.95	15.70	16.49	17.31
3	Clerk Trainee	per Month	2,592	2,722	2,858	3,001	3,151
3	Olerk Traines	per Hour	14.95	15.70	16.49	17.31	18.18
4		per Month	2,722	2,858	3,001	3,151	3,308
~		per Hour	15.70	16.49	17.31	18.18	19.09
5	Clerk Typist I	per Month	2,858	3,001	3,151	3,308	3,473
5	Food Service Worker I	per Hour	16.49	17.31	18.18	19.09	20.04
	Instructional Aide	porriodi	101.12	, 5030-00-01-01		A 44 A 4	
	Bilingual Aide	per Month	3,001	3,151	3,308	3,473	3,647
6		per Hour	17.31	18.18	19.09	20.04	21.04
	Bilingual Clerk Typist I	perriou	17.51	10.10	10.00		ACTION STREET, AL
	Food Service Worker II						
	Alternative Education Program Aide						
700000	READY Program Tutor	N. a	3,151	3,308	3,473	3,647	3,830
7	Account Clerk I	per Month	18.18	19.09	20.04	21.04	22.09
	Custodian I	per Hour	10.10	19.09	20.04	21.04	
	Educational Tutor, K-6						
	Groundskeeper I	i			1		
	Signing Aide			1			
	Special Circumstances Aide						
	Special Education Aide						
	Substitute Telephone Clerk					0.000	4.004
8	Account Clerk II	per Month	3,308	3,473	3,647	3,830	4,021
	Clerk Typist II	per Hour	19.09	20.04	21.04	22.09	23.20
	Cook/Baker						
	Food Service Utility Worker						
	Media Services Aide						
9	Bilingual Clerk Typist II	per Month	3,473	3,647	3,830	4,021	4,222
	Bilingual Translator/Clerk	per Hour	20.04	21.04	22.09	23.20	24.36
	Custodian II						1
	Delivery Worker						
	Groundskeeper II			1			
	Maintenance Worker I						
10	Bus Driver	per Month	3,647	3,830	4,021	4,222	4,433
10	Bus Driver/Service Worker	per Hour	21.04	22.09	23.20	24.36	25.58
	Health Care Assistant		2000, 0				
	Help Desk Technician						
	Secretary						
	READY Site Lead						
4.4	Bilingual Health Care Assistant	per Month	3,830	4,021	4,222	4,433	4,65
11	_	per Month	22.09	23.20	24.36	25.58	26.8
	Dispatcher	perriou	22.00				
	Irrigation Specialist						•
	Licensed Vocational Nurse						
	Lead Custodian		4.004	4,222	4,433	4,655	4,88
12	Account Technician I	per Month	4,021	4,222	4,433	4,000	1,00
	Licensed Vocational Nurse (Bilingual)	7.5	00.00	04.00	25 50	26.85	28.2
	Warehouse/Reprographics & Mail	per Hour	23.20	24.36	25.58	20.00	20.2
	Technician						

Range	Position		Step 1	Step 2	Step 3	Step 4	Step 5
13	Bus Driver/Mechanic	per Month	4,222	4,433	4,655	4,888	5,132
	Head Custodian	per Hour	24.36	25.58	26.85	28.20	29.61
	Maintenance Worker II						
	Mechanic						
	Parent Liaison Specialist						
	Painter/Maintenance Worker II						
	Teacher Resource Center Specialist						F 000
14	Administrative Secretary I	per Month	4,433	4,655	4,888	5,132	5,389
		per Hour	25.58	26.85	28.20	29.61	31.09
15	Account Technician II - Accounts	per Month	4,655	4,888	5,132	5,389	5,658
	<u>Payable</u>			The contract			00.04
	Administrative Secretary II	per Hour	26.85	28.20	29.61	31.09	32.64
	Child Welfare and Attendance Specialist	1					
	Computer Maintenance Technician						
	Database Specialist I				F 000	5.050	F 044
16	Account Technician III	per Month	4,888	5,132	5,389	5,658	5,941 34.27
	Community Day School Specialist	per Hour	28.20	29.61	31.09	32.64	34.27
	DSF Work Control Technician						
	Educational Interpreter						
	Student Specialist			E 000	F 050	E 044	6,238
17	Bilingual Student Specialist	per Month	5,132	5,389	5,658	5,941 34.27	35.99
	Heating, Ventilation & Air	per Hour	29.61	31.09	32.64	34.27	35.99
	Conditioning Specialist						
	Locksmith			5.050	F 044	6.220	6,550
18	Account Technician IV	per Month	5,389	5,658	5,941	6,238 35.99	37.79
	Database Specialist II	per Hour	31.09	32.64	34.27	35.88	31.18
	Lead Mechanic (Automotive)						
	Network Engineer						
	Systems Engineer		F 050	F 044	6,238	6,550	6,877
19		per Month	5,658	5,941 34.27	35.99	37.79	39.68
		per Hour	32.64	-	6,550	6,877	7,221
20		per Month	5,941	6,238	37.79	39.68	41.66
		per Hour	34.27	35.99	31.18	T 39.00	71.00

^{*}Monthly rate is based on an 8-hour per day, 12-month employee

Each range is based on meeting minimum requirements. Persons not meeting minimum requirements will stay on current range.

- Translator Employees who are assigned translation duties (verbal or written) outside their regularly assigned shift shall be paid at the current rate of pay for their regular position. Any time worked by an employee as a Translator shall not count toward benefit accrual within his/her regularly assigned position, including but not limited to health and welfare benefits, increased hours, or vacation and leave credit.
- Yard Duty Employees who assume yard supervision duties in addition to their regular position shall be paid for such extra duties at their current rate of pay for their regular position.
- Longevity Full-time Employees shall receive annual longevity pay when they complete milestone years of service as indicated below:

15 Years - \$1,125

20 Years - \$2,250

30 Years - \$3,375

Employees shall receive longevity pay on July 1 if they reached one of the above milestones on or before December 31 of the current year.

CERTIFICATION #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 Hanford Elementary School District , hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the Classified , during the term of the agreement from July 1, 2020 to June 30, 2021 .				
The budget revisions necessary to meet the costs of the agree	ement in each year of its term are as follows:			
	Budget Adjustment			
Budget Adjustment Catergories	Increase (Decrease)			
Revenues/Other Financing Sources				
Expenditures/Other Financing Uses	11,385			
Ending Balance Increase (Decrease)	(11,385)			
Litering Datative moreuse (Decreuse)				
(No budget revisions necessary)				
District Superintendent (Signature)	Date			
Chief Business Officer (Signature)	Date			

CERTIFICATION #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 "Public Disclosure of Proposed Collective Bargaining Agreement" in accordance with the requirements of AB1200 and Government Code Section 3547.5.				
District Superintendent (or Designee) (Signature)	Date			
David Endo Contact Person	559-585-3628 Phone			
After public disclosure of the major provisions contained in this summary, the November 18, 2020 , took action to approve the proposed Agreement with the				
President (or Clerk), Governing Board (Signature)	Date			

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT In Accordance with AB1200 (Statutes of 1991, Chapter 1213); G.C. 3547.5

Hanford Elementary School District

Name of Bargaining Unit: Clas	<u>sified</u>		
New Agreement:	X	Reopener:	

The proposed agreement is an agreement that covers the period beginning July 1, 2020 and ending June 30, 2023 and will be acted upon the Governing Board at it meeting on November 18, 2020.

A.(1) Proposed Change in Compensation Fiscal Impact of Proposed Agreement Increase (Decrease) and Percentage Change Cost Prior to **Current Year** Year 2 Year 3 Proposed 2021-2022 2022-2023 2020-2021 Agreement Compensation \$ 9,120,492 1 Base Salary 0.00% 0.00% 0.00% \$ 706,148 2 Other Compensation 0.00% 0.00% 0.00% \$ 9,826,640 3 Total Salary - (Sum of 1 & 2) 0.00% 0.00% 0.00% Statutory Benefits - STRS, PERS, FICA, \$ \$ 2,979,437 4 WC, UI, Medicare 0.00% 0.00% 0.00% 15,180 15,180 11,385 \$ 1,654,005 5 Health/Welfare Benefits 0.92% 0.92% 0.69% 15,180 \$ 11,385 15,180 \$ 4,633,442 6 Total Benefits - (Total Lines 4 & 5) 0.33% 0.33% 0.25% 15,180 15,180 14,460,083 11,385 7 Total Compensation (Sum of Lines 3 & 6) 0.10% 0.10% 0.08%

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

In Accordance with AB 1200 (Statutes of 1991, Chapter 1213); G.C. 3547.5

A.(2)	Provide a brief narrative of the proposed change in compensation, including percentage
	change(s), effective date(s), and comments and explanations as necessary:
	There will be no change to the salary schedules. The annual healthcare cap effective October 1, 2020 will increase to \$12,787.64.
В.	Proposed Negotiated Changes in Non-Compensation Items (class size adjustments, staff development days, teacher prep time, etc.) None.
	Tone.
I	What are the specific impacts on instructional and support programs to accommodate the settlement? Include the impact of non-negotiated changes such as staff reductions and program eductions/eliminations.
	None.

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

In Accordance with AB 1200 (Statutes of 1991, Chapter 1213); G.C. 3547.5

- D. What contingency language is included in the proposed agreement? Include specific areas identified for reopeners, applicable fiscal years, and specific contingency language.
 There is no contingency language included in the proposed agreement.
- E. Source of Funding for Proposed Agreement
 - 1. Current Year

The current year funding will be funded with the projected unrestricted General Fund surplus.

- 2. How will the ongoing cost of the proposed agreement be funded in <u>future</u> years?
- Ongoing cost will be funded with projected growth in the Local Control Funding Formula.
- 3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations)

Future years are funded with the underlying surplus the District is currently experiencing. The assumptions used in the multi-year projection are listed.

3A. For multi-year agreements, please provide a multi-year financial projection covering the term of the agreement. Include all assumptions used in the projections, growth, COLA, etc.

In Accordance with AB 1200 (Statutes of 1991, Chapter 1213); G.C. 3547.5

G. Certification

agreement and is sub	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 in accordance with the requirements of AB 1200 and G.C. 3547.5.								
District Superintende (Signature)	nt	Date							
Contact Person:	David Endo	Telephone No.: 559-585-3628							

IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET In Accordance with AB3141 (Statutes of 1994, Chapter 650) (G.C. 42142)

Hanford Elementary School District

		(Col. 1)		(Col. 2)	Otl	(Col. 3) ner Revisions			(Col. 4)	
	Latest Board Approved Budget		Adjustments as a Result of Settlement (from page 1)			(provide xplanation)	Notes (Col. 3)	Total Impact on Budget (Col. 1+2+3)		
REVENUES										
LCFF Sources (8010-8099)	\$	61,807,626	\$	un l	\$	3,947		\$	61,811,573	
Remaining Revenues (8100-8799)	\$	20,978,788	\$		\$	233		\$	20,979,021	
TOTAL REVENUES	S	82,786,414	\$		\$	4,180		S	82,790,594	
EXPENDITURES										
1000 Certificated Salaries	\$	31,539,378	\$	(6)	\$	(2)		\$	31,539,376	
2000 Classified Salaries	s	12,385,807	\$:=	\$	-		\$	12,385,807	
3000 Employees' Benefits	s	20,630,772	\$	11,385	\$	5,303		\$	20,647,460	
4000 Books and Supplies	s	5,363,289	\$		\$	140,198	1	\$	5,503,487	
5000 Services and Operating Exps	s	6,714,821	\$	-	\$	53,994	2	\$	6,768,815	
6000 Capital Outlay	\$	923,262	\$	-	\$	1,269,758	3	\$	2,193,020	
7000 Other	s	1,305,163	\$	<u> </u>	\$	% = :		\$	1,305,163	
TOTAL EXPENDITURES	\$	78,862,492	2000	11,385	\$	1,469,251		\$	80,343,128	
OPERATING SURPLUS (DEFICIT)	\$	3,923,922	\$	(11,385)	\$	(1,465,071)		S	2,447,467	
OTHER SOURCES AND TRANSFERS IN	s	-	s	2	\$	1,240,000	4	\$	1,240,000	
OTHER USES AND TRANSFERS OUT	s	(278,000)		er -	\$			\$	(278,000	
CURRENT YEAR INCREASE (DECREASE)	_	3,645,922	S	(11,385)	\$	(225,071)		\$	3,409,467	
IN FUND BALANCE BEGINNING BALANCE	\$	14,162,587	\$		\$	-		\$	14,162,58	
CURRENT-YEAR ENDING BALANCE	\$	17,808,510		(11,385)	\$	(225,071)		\$	17,572,054	
COMPONENTS OF ENDING BALANCE:	1					0.105.707			3,930,26	
Nonspendable / Restricted	\$	1,824,656	\$	(*)	\$	2,105,605		\$	8,265,00	
Reserved for Economic Uncertainties	\$	8,265,000	\$	(7)	\$		-	\$	6,203,00	
Board Designated Amounts	\$	-	\$	/// 2027	\$	(2220 (27)	-	\$	5,376,79	
Unappropriated Amounts	\$	7,718,854	\$	(11,385)	3	(2,330,676)	/	T D	5,570,79	

A. Date of governing board approval of budget revisions in Col. 1 10/28/2020

Date: 11/06/2020 Contact Person: David Endo

- 1 \$124k electronic library books / \$18k transportation equipment
- 2 \$103k student hotspot annual service charges / (\$54k) KSTA transportation
- 3 \$1,240k half of solar project projected to be completed
- 4 \$1,240k half of solar project loan recognition

11/6/2020 20202021 class.xlsx DCE

Multiyear Projection

Hanford Elementary School District

	20-21		21-22	%	22-23		%	Explanations
REVENUES								
Revenue Limit Source (8010-8099)	\$ 61,811,573	\$	61,335,024	-0.8%	\$	61,335,024	0.0%	1
Remaining Revenues (8100-8799)	\$ 20,979,021	\$	12,695,021	-39.5%	\$	12,695,021	0.0%	2
TOTAL REVENUES	\$ 82,790,594	\$	74,030,045	-10.6%	\$	74,030,045	0.0%	
EXPENDITURES								
1000 Certificated Salaries	\$ 31,539,376	\$	31,789,376	0.8%	\$	32,439,376	2.0%	3
2000 Classified Salaries	\$ 12,385,807	\$	12,582,807	1.6%	\$	12,779,807	1.6%	4
3000 Employees' Benefits	\$ 20,647,460	\$	20,998,151	1.7%	\$	22,291,918	6.2%	5
4000 Books and Supplies	\$ 5,503,487	\$	2,873,487	-47.8%	\$	2,873,487	0.0%	6
5000 Services and Operating Exps	\$ 6,768,815	\$	5,986,815	-11.6%	\$	5,986,815	0.0%	7
6000 Capital Outlay	\$ 2,193,020	\$	1,864,020	-15.0%	\$	624,020	-66.5%	8
7000 Other	\$ 1,305,163	\$	1,630,163	24.9%	\$	1,955,163	19.9%	9
TOTAL EXPENDITURES	\$ 80,343,128	\$	77,724,819	-3.3%	\$	78,950,586	1.6%	
OPERATING SURPLUS (DEFICIT)	\$ 2,447,467	\$	(3,694,774)	-251.0%	\$	(4,920,541)	33.2%	
OTHER SOURCES AND TRANSFERS IN	\$ 1,240,000	\$	1,240,000	0.0%	\$	<.	-100.0%	10
OTHER USES AND TRANSFERS OUT	\$ (278,000)	\$	(278,000)	0.0%	\$	(278,000)	0.0%	5
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 3,409,467	\$	(2,732,774)	-180,2%	\$	(5,198,541)	90.2%	
BEGINNING BALANCE	\$ 14,162,587	\$	17,572,054	24.1%		14,839,280 9,640,739	-15.6% -35.0%	
CURRENT-YEAR ENDING BALANCE	\$ 17,572,054	\$	14,839,280	-15.6%	1 3	9,040,739	*33,07	

Explanations:

- 1 0% COLA and not gap closure / ADA and unduplicated % to remain static
- (\$7.5m) reduction of learning loss mitigation funding / (\$525k) one-time Prop 98 COVID funds / (\$202k) electric bus infrastructure / (\$100k) electric car revenue
- 3 \$650k Certificated step and column realized in the unrestricted multi-year projection / (\$400k) certificated over contract in 21-22
- 4 \$197k Classified step
- 5 STRS rate project to decrease to 16.0% in 21-22 and 18.1% in 22-23 / PERS rate projected to increase to 23.00% in 21-22 and 26.30% in 22-23
- 6 (\$2,630k) non recurring COVID purchases
- 7 (\$262k) reduction in software licenses / (\$520k) to increase wifi capacity
- 8 (\$152k) electric vehicles / (\$177k) electric bus infrastructure / (\$1,240k) solar project decrease in 22-23
- 9 \$325k SELPA billback increase
- 10 (\$1,240k) solar project financing source decrease in 22-23

HANFORD ELEMENTARY SCHOOL DISTRICT Human Resources Department AGENDA REQUEST FORM

TO:

Joy C. Gabler

FROM:

Jaime Martinez

DATE:

November 9, 2020

RE:

(X) Board Meeting

() Superintendent's Cabinet

() Information

(X) Action

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: November 18, 2020

ITEM: Consider approval of personnel transactions and related matters.

PURPOSE:

a. Employment

Certificated

Zachary Martin, Teacher, King, Probationary, effective 11/18/20

Classified

- Meztli Curiel, Bilingual Clerk Typist II 5.0 hrs., Monroe, effective 10/23/20
- Ruth Hernandez, Licensed Vocational Nurse 6.0 hrs., Washington, effective 11/5/20
- Veronica Sanchez, Bus Driver 4.5 hrs., Transportation, effective 10/20/20

Temporary Employees/Substitutes

- Brooks Brockett, Substitute Custodian, effective 10/16/20
- Carolina Munoz Gomez, Substitute Special Education Aide, Special Circumstance Aide, Yard Supervisor and READY Program Tutor, effective 10/16/20
- Olga Ramirez, Substitute Yard Supervisor and Translator: Oral Interpreter and Written Translation, effective 11/4/20

b. Resignations

- Nancy Coon, Substitute Alternative Education Aide, Instructional Aide, Special Education Aide, Clerk Trainee and READY Program Tutor, effective 9/23/19
- Isabel Amado Leal, READY Program Tutor 4.5 hrs., Jefferson, effective 10/20/20
- Gary Norris, Lead Custodian 8.0 hrs., Roosevelt, effective 10/30/20

c. More Hours

- Carrie Canada, Yard Supervisor, from 2.5 hrs. to 3.5 hrs., Roosevelt, effective 10/6/20
- Valarie Casarez, Yard Supervisor, from 1.0 hrs. to 2.0 hrs., Roosevelt, effective 10/15/20
- Joyce Martinez, Yard Supervisor, from 2.5 hrs. to 3.5 hrs., Washington, effective 11/2/20

g. Reclassification

 Paul Borges, from Bus Driver/Service Worker – 8.0 hrs., (Range 10) to Bus Driver/Mechanic – 8.0 hrs., (Range 13), Transportation/DSF, effective retroactive to 7/1/19

d. Salary/Wage Schedules for 2020-2021

- Management/Professional Specialist/Confidential Salary Schedule
- Classified Substitute/Temporary Wage Schedule

e. Job Descriptions

- Account Technician II Accounts Payable (revised)
- Administrative Secretary I (revised)
- Administrative Secretary II (revised)
- Bus Driver (revised)
- Bus Driver/Mechanic (new)
- Bus Driver/Service Worker Addendum (revised)
- Dispatcher (revised)
- Lead Mechanic (revised)
- Mechanic (revised)

RECOMMENDATION: Approve.

HANFORD ELEMENTARY SCHOOL DISTRICT 2020-2021 SALARY SCHEDULES (Interim)

MANAGEMENT

Range	Position	**Compensated Days Per Year		Step 1	Step 2	Step 3	Step 4	Step 5
0-A	Chief Business Official	261	annual	145,329	151,143	157,188	163,476	170,015
0-74	(225 work + 14 hol + 22 vac)	201	daily	556.82	579.09	602.25	626.34	651.40
1-A	Assistant Superintendent	261	annual	128,450	133,588	138,932	144,489	150,268
1.73	(225 work + 14 hol + 22 vac)	201	daily	492.15	511.83	532.30	553.60	575.74
3-A	Director	261	annual	122,261	127,151	132,237	137,527	143,028
07.	Chief Technology Officer		daily	468.43	487.17	506.66	526.92	548.00
	(225 work + 14 hol + 22 vac)							
3-C	Director	237	annual	111,018	115,459	120,077	124,880	129,876
0 0	Principal		daily	468.43	487.17	506.66	526.92	548.00
	(204 work + 13 hol + 20 vac)							
6-A	Fiscal Services Specialist	261	annual	113,531	118,072	122,795	127,707	132,815
0.000 0.000	Curriculum & Professional	380.8 (.5)	daily	434.99	452.38	470.48	489.30	508.87
	Development Specialist							
	(225 work + 14 hol + 22 vac)							
6-C	Vice Principal	237	annual	103,091	107,215	111,504	115,964	120,602
	Learning Director		daily	434.99	452.38	470.48	489.30	508.87
	Curriculum & Professional							
	Development Specialist							
	Program Specialist							
	(204 work + 13 hol + 20 vac)							
10-B	Administrative Intern	237	annual	93,396	97,132	101,017	105,058	109,260
	(204 work + 13 hol + 20 vac)		daily	394.08	409.84	426.23	443.28	461.01
15-A	Program Manager	261	annual	90,908	94,544	98,326	102,259	106,349
	(225 work + 14 hol + 22 vac)		daily	348.30	362.24	376.73	391.80	407.47
15-B	Program Manager	236	annual	82,200	85,488	88,907	92,464	96,162
	(203 work + 13 hol + 20 vac)		daily	348.30	362.24	376.73	391.80	407.47
22-A	Supervisor	261	annual	76,477	79,536	82,718	86,027	89,468
	(225 work + 14 hol + 22 vac)		daily	293.02	304.74	316.93	329.60	342.79
22-C	Supervisor	232	annual	67,980	70,699	73,527	76,468	79,527
	(200 work + 13 hol + 19 vac)		daily	293.02	304.74	316.93	329.60	342.79
23-A	Analyst	261	annual	74,612	77,597	80,700	83,928	87,286
	(225 work + 14 hol + 22 vac)		daily	285.87	297.30	309.20	321.56	334.43
26-C	School Operations Officer	237	annual	62,914	65,430	68,047	70,769	73,600
	204 work + 13 hol + 20 vac)		daily	265.46	276.08	287.12	298.61	310.55

PROFESSIONAL SPECIALIST

7-C	Psychologist	226	annual	95,909	99,745	103,735	107,884	112,200
	(194 work + 13 hol + 19 vac)		daily	424.38	441.35	459.00	477.36	496.46
10-C	School Social Worker	226	annual	89,061	92,623	96,328	100,181	104,189
	(194 work + 13 hol + 19 vac)		daily	394.08	409.84	426.23	443.28	461.01
11-C	Counselor	226	annual	86,889	90,364	93,979	97,738	101,648
	(194 work + 13 hol + 19 vac)		daily	384.46	399.84	415.84	432.47	449.77

CONFIDENTIAL CLASSIFIED*

28-A	Administrative Assistant	261	annual	65,946	68,584	71,327	74,181	77,148
			daily	252.67	262.77	273.29	284.22	295.59
29-A	Personnel Specialist	261	annual	64,338	66,911	69,588	72,371	75,266
			daily	246.50	256.37	266.62	277.28	288.38
32-A	Administrative Secretary	261	annual	59,744	62,134	64,619	67,204	69,892
			daily	228.90	238.06	247.58	257.49	267.79
34-A	Personnel Assistant	261	annual daily	56,865 217.87	59,140 226.59	61,505 235.65	63,966 245.08	66,524 254.88

^{* =} The number of work days depends on vacation accrual rate.

Adopted: __/__/20 Effective: 07/01/2020

^{**}Longevity - 15 years = \$2,000 Longevity includes all consecutive years of HESD service - 20 years = \$2,000 Additional

^{**}If your hire date falls between July 1 and December 31, the applicable longevity stipend will begin that school year.

If your hire date falls between January 1 and June 30, the applicable longevity stipend will begin the following school year.

HANFORD ELEMENTARY SCHOOL DISTRICT

2020-2021 CLASSIFIED SUBSTITUTE/TEMPORARY WAGE SCHEDULE* (Interim)

Effective July 1, 2020

Range	Position	Hourly Rate**
1S		\$12:68
2S		\$13.32
3S	Clerk Trainee	\$13.98
4S		\$14.68
5S	Clerk Typist I Food Service Worker I Instructional Aide	\$15.41
6S	Bilingual Aide I Bilingual Clerk Typist I Food Service Worker II Alternative Education Program Aide READY Program Tutor	\$16.19
78	Account Clerk I Custodian I Educational Tutor, K-6 Groundskeeper I Signing Aide Special Circumstances Aide Special Education Aide Substitute Telephone Clerk	\$16.99
88	Account Clerk II Clerk Typist II Cook/Baker Food Service Utility Worker Media Services Aide	\$17.84
98	Bilingual Clerk Typist II Custodian II Delivery Worker Groundskeeper II Maintenance Worker I	\$18.74
10S	Bus Driver Bus Driver/Service Worker Health Care Assistant Help Desk Technician READY Site Lead Secretary	\$19.67

Range	Position	Hourly Rate**
11S	Bilingual Health Care Assistant	\$20.66
	Dispatcher	
	Irrigation Specialist	
	Licensed Vocational Nurse	
	Lead Custodian	
12S	Account Technician I	\$21.69
000 (m-100)	Licensed Vocational Nurse (Bilingual)	8
	Warehouse/Reprographics and Mail Technician	
13S	Bus Driver/Mechanic	\$22.77
	Head Custodian	
	Maintenance Worker II	
	Mechanic	
	Parent Liaison Specialist	
	Painter/Maintenance Worker II	(2)
	Teacher Resource Center Specialist	
14S	Administrative Secretary I	\$23.91
15S	Account Technician II - Accounts Payable	\$25.11
1000000	Administrative Secretary II	
	Child Welfare and Attendance Specialist	
	Computer Maintenance Technician	
	Database Specialist I	
16S	Account Technician III	\$26.36
	Community Day School Specialist	
	DSF Work Control Technician	
	Educational Interpreter	
	Student Specialist	
17S	Bilingual Student Specialist	\$27.68
	Heating, Ventilation & Air Conditioning Specialist	
	Locksmith	
18S	Account Technician IV	\$29.07
	Database Specialist II	
	Lead Mechanic (Automotive)	3 <u>e</u>
	Network Engineer	
	Systems Engineer	
198		\$30.52
20S		\$32.05

^{*}Substitutes and temporary employees hired into the following positions will be paid from the current Classified Salary Schedule if they hold the required certifications and have appropriate experience for each pay step: Bus Driver, Lcensed Vocational Nurse, Bilingual Licensed Educational Interpreter, Computer Mainenance Technician, Database Specialist I/II, Network Engineer, Systems Engineer, Student Specialist and Bilingual Student Specialist.

Adopted: __/_/20

^{**93.5%} of CSEA Schedule, Step 1

CERTIFICATION #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 S Officer of the Hanford Elementary School District , herel under the Collective Bargaining Agreement between the Dis the term of the agreement from July 1, 2020 to June 30, 20	by certify that the District can meet the costs incurred strict and the Management/Confidential Unit, during 121.
The budget revisions necessary to meet the costs of the agree	eement in each year of its term are as follows:
	Budget Adjustment
Budget Adjustment Catergories	Increase (Decrease)
Revenues/Other Financing Sources	
Expenditures/Other Financing Uses	\$7,392
Ending Balance Increase (Decrease)	(\$7,392)
(No budget revisions necessary)	
District Superintendent (Signature)	Date
Chief Business Officer (Signature)	Date

CERTIFICATION #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 implication is submitted to the Governing Board for public disclosure of the major provise in the "Public Disclosure of Proposed Collective Bargaining Agreement" in an AB1200 and Government Code Section 3547.5.	sions of the agreement (as provided
District Superintendent (or Designee) (Signature)	Date
David Endo Contact Person	559-585-3628 Phone
After public disclosure of the major provisions contained in this summary, the November 18, 2020 , took action to approve the proposed Agreement with the	
President (or Clerk), Governing Board (Signature)	Date

In Accordance with AB1200 (Statutes of 1991, Chapter 1213); G.C. 3547.5

Hanford Elementary School District

Name of Bargaining Unit:	Management/Confidential	
New Agreement:	X	Reopener:

The proposed agreement is an agreement that covers the period beginning July 1, 2020 and ending June 30, 2021 and will be acted upon the Governing Board at it meeting on November 18, 2020.

A.(1) Proposed Change in Compensation

	Fiscal Impact of Proposed Agreement Increase (Decrease) and Percentage Change									
Compensation	P	t Prior to roposed greement	Current Year 2020-2021		Year 2 2021-2022		Year 3 2022-2023			
l Base Salary	\$	8,838,495	\$	-	\$	-	\$	-		
				0.00%		0.00%		0.00%		
2 Other Compensation	\$	23,555	\$	-	\$		\$	-		
				0.00%		0.00%		0.00%		
3 Total Salary - (Sum of 1 & 2)	\$	8,862,050	\$	-	\$	_	\$			
				0.00%		0.00%		0.00%		
Statutory Benefits - STRS, PERS, FICA, 4 WC, UI, Medicare	\$	2,050,428	\$	-	\$		\$	<u> </u>		
				0.00%		0.00%		0.00%		
5 Health/Welfare Benefits	\$	1,229,669	\$	7,392	\$	11,088	\$	11,088		
				0.60%		0.90%		0.90%		
6 Total Benefits - (Total Lines 4 & 5)	\$	3,280,097	\$	7,392	\$	11,088	\$	11,088		
				0.23%		0.34%		0.34%		
7 Total Compensation (Sum of Lines 3 & 6)	\$	12,142,147	\$	7,392	\$	11,088	\$	11,088		
				0.06%		0.09%		0.09%		

In Accordance with AB 1200 (Statutes of 1991, Chapter 1213); G.C. 3547.5

A.(2)	Provide a brief narrative of the proposed change in compensation, including percentage
	change(s), effective date(s), and comments and explanations as necessary:
	There will be an increase to the healthcare cap effective October 1, 2020 bringing the annual total to \$15,078.96 thereafter.
В.	Proposed Negotiated Changes in Non-Compensation Items (class size adjustments, staff development days, teacher prep time, etc.)
	None.
	NORG.
C. V	What are the specific impacts on instructional and support programs to accommodate the settlement?
I	nclude the impact of non-negotiated changes such as staff reductions and program
	eductions/eliminations.
•	None.
	None.

In Accordance with AB 1200 (Statutes of 1991, Chapter 1213); G.C. 3547.5

D. What contingency language is included in the proposed agreement? Include specific areas identified for reopeners, applicable fiscal years, and specific contingency language.
There is no contingency language.

E. Source of Funding for Proposed Agreement

1. Current Year

The current year funding will be funded with the projected unrestricted General Fund surplus.

2. How will the ongoing cost of the proposed agreement be funded in <u>future</u> years?

Ongoing cost will be funded with projected growth in the Local Control Funding Formula.

3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations)

Future years are funded with the underlying surplus the District is currently experiencing. The assumptions used in the multi-year projection are listed.

3A. For multi-year agreements, please provide a multi-year financial projection covering the term of the agreement. Include all assumptions used in the projections, growth, COLA, etc.

In Accordance with AB 1200 (Statutes of 1991, Chapter 1213); G.C. 3547.5

G. Certification

agreement and is subm	itted to the Govern	ent summarizes the financial implications of the proposed ning Board for public disclosure of the major provisions of uirements of AB 1200 and G.C. 3547.5.
District Superintenden (Signature)	t	Date
Contact Person:	David Endo	Telephone No.: 559-585-3628

IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

In Accordance with AB3141 (Statutes of 1994, Chapter 650) (G.C. 42142)

Hanford Elementary School District

	(Col, 1)		(Col. 2)			(Col. 3) ther Revisions		(Col. 4)		
	Latest Board Approved Budget		Adjustments as a Result of Settlement (from page 1)			(provide explanation)	Notes (Col. 3)	Total Impact on Budget (Col. 1+2+3)		
REVENUES										
LCFF Sources (8010-8099)	\$	61,807,626	\$	-	\$	3,947		\$	61,811,573	
Remaining Revenues (8100-8799)	\$	20,978,788	\$	-	\$	233		\$	20,979,021	
TOTAL REVENUES	\$	82,786,414	S	- Table	S	4,180		S	82,790,594	
EXPENDITURES	(405)000/2000									
1000 Certificated Salaries	\$	31,539,378	\$	-	\$	(2)		\$	31,539,376	
2000 Classified Salaries	\$	12,385,807	\$	-	\$			\$	12,385,807	
3000 Employees' Benefits	\$	20,630,772	\$	7,392	\$	9,296	····	\$	20,647,460	
4000 Books and Supplies	\$	5,363,289	\$	-	\$	140,198	1	\$	5,503,487	
5000 Services and Operating Exps	\$	6,714,821	\$	-	\$	53,994	2	\$	6,768,815	
6000 Capital Outlay	\$	923,262	\$	-	\$	1,269,758	3	\$	2,193,020	
7000 Other	\$	1,305,163	\$	-	\$	Ŀ		\$	1,305,163	
TOTALEXPENDITURES	S	78,862,492	s	7,392	\$	1,473,244		S	80,343,128	
OPERATING SURPLUS (DEFICIT)	s	- 3,923,922	\$	(7,392)	\$	(1,469,064)	7000	S	2,447,467	
OTHER SOURCES AND TRANSFERS IN	\$	-	\$	-	\$	1,240,000	4	\$	1,240,000	
OTHER USES AND TRANSFERS OUT	\$	(278,000)	s		\$	-		\$	(278,000)	
CURRENT YEAR INCREASE (DECREASE)	s	3,645,922	S	(7,392)	\$	(229,064)		\$	3,409,467	
IN FUND BALANCE BEGINNING BALANCE	\$	14,162,587	s	_	S	-		\$	14,162,587	
CURRENT YEAR ENDING BALANCE	S	17,808,510		(7,392)		(229,064)		8	17,572,054	
COMPONENTS OF ENDING BALANCE:		7.	.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,							
Nonspendable / Restricted	\$	1,824,656	\$	<u>-</u>	\$	*	<u></u>	\$	3,930,261	
Reserved for Economic Uncertainties	\$	8,265,000	\$		\$	-		\$	8,265,000	
Board Designated Amounts	\$	-	\$		\$	_		\$	-	
Unappropriated Amounts	\$	7,718,854	\$	(7,392)	\$_	(229,064)	<u>L</u>	\$	7,482,398	

A. Date of governing board approval of budget revisions in Col. 1 10/28/2020

Contact Person: David Endo	Date: 11/06/2020

 ^{\$124}k electronic library books / \$18k transportation equipment
 \$103k student hotspot annual service charges / (\$54k) KSTA transportation

^{3 \$1,240}k half of solar project projected to be completed

^{4 \$1,240}k half of solar project loan recognition

11/6/2020 20202021 mgmt.xlsx DCE

Multiyear Projection

Hanford Elementary School District

							00.00	0.7	
	20-21		21-22		%		22-23	%	Explanations
REVENUES									
Revenue Limit Source (8010-8099)	\$	61,811,573	\$	61,335,024	-0.8%	\$	61,335,024	0.0%	1
Remaining Revenues (8100-8799)	\$	20,979,021	\$	12,695,021	-39.5%	\$	12,695,021	0.0%	2
TOTAL REVENUES	S	82,790,594	8	74,030,045	-10.6%	\$	74,030,045	0.0%	
EXPENDITURES									
1000 Certificated Salaries	\$	31,539,376	\$	31,789,376	0.8%	\$	32,439,376	2.0%	3
2000 Classified Salaries	\$	12,385,807	\$	12,582,807	1.6%	\$	12,779,807	1.6%	4
3000 Employees' Benefits	\$	20,647,460	\$	20,998,151	1.7%	\$	22,291,918	6.2%	5
4000 Books and Supplies	\$	5,503,487	\$	2,873,487	-47.8%	\$	2,873,487	0.0%	6
5000 Services and Operating Exps	\$	6,768,815	\$	5,986,815	-11.6%	\$	5,986,815	0.0%	7
6000 Capital Outlay	\$	2,193,020	\$	1,864,020	-15.0%	\$	624,020	-66.5%	8
7000 Other	\$	1,305,163	\$	1,630,163	24.9%	\$	1,955,163	19.9%	9
TOTAL EXPENDITURES	S	80,343,128	\$	77,724,819	-3.3%		78,950,586	1.6%	
OPERATING SURPLUS (DEFICIT)	\$	2,447,467	\$	(3,694,774)	-251.0%	\$	(4,920,541)	33,2%	
OTHER SOURCES AND TRANSFERS IN	\$	1,240,000	\$	1,240,000	0.0%	\$	•	-100.0%)
OTHER USES AND TRANSFERS OUT	\$	(278,000)	\$	(278,000)	0.0%	\$	(278,000)	0.0%	5 10
CURRENT YEAR INCREASE	8	3,409,467	\$	(2,732,774)	-180.2%	\$	(5,198,541)	90.2%	
(DECREASE) IN FUND BALANCE BEGINNING BALANCE	\$	14,162,587	\$	17,572,054	24.1%		14,839,280	-15.6%	
CURRENT=YEAR ENDING BALANCE	8	17,572,054		14,839,280	-15.6%		9,640,739	35.0%	

Explanations:

- 1 0% COLA and not gap closure / ADA and unduplicated % to remain static
- 2 (\$7.5m) reduction of learning loss mitigation funding / (\$525k) one-time Prop 98 COVID funds / (\$202k) electric bus infrastructure / (\$100k) electric car revenue
- 3 \$650k Certificated step and column realized in the unrestricted multi-year projection / (\$400k) certificated over contract in 21-22
- 4 \$197k Classified step
- 5 STRS rate project to decrease to 16.0% in 21-22 and 18.1% in 22-23 / PERS rate projected to increase to 23.00% in 21-22 and 26.30% in 22-23
- 6 (\$2,630k) non recurring COVID purchases
- 7 (\$262k) reduction in software licenses / (\$520k) to increase wifi capacity
- 8 (\$152k) electric vehicles / (\$177k) electric bus infrastructure / (\$1,240k) solar project decrease in 22-23
- 9 \$325k SELPA billback increase
- 10 (\$1,240k) solar project financing source decrease in 22-23

HANFORD ELEMENTARY SCHOOL DISTRICT Job Description

ACCOUNT TECHNICIAN II - ACCOUNTS PAYABLE

DEFINITION

Performs a wide variety of technical accounting work involving the processing and maintenance of financial and statistical records which may include accounts payable, accounts receivable, payroll and other related record-keeping and reports.

DISTINGUISHING CHARACTERISTICS

This is the journey level class in the Account Technician series. Incumbents are expected to perform assigned duties according to established practices and procedures with only occasional supervision or assistance.

SUPERVISION RECEIVED AND EXERCISED

Incumbents receive general supervision from management, professional, or other higher-level positions, and may provide lead assistance to other employees.

ESSENTIAL FUNCTIONS

- Incumbents may perform any or all of these functions:
- Verify, prepare and/or process a wide variety of documents, including requests for payment; purchase requisitions and orders; timecards; bills and invoices; statements; journal entries; transfers; voided warrants; and year-end adjustments.
- Post, key, verify, and maintain records of employee wages, payroll deductions, adjustments, and leave records. Audit initial certificated payroll contracts.
- Provide data, prepare or assist with preparation of a variety of routine or statistical monthly, quarterly, and/or annual reports.
- Review receipts for appropriateness and accuracy; prepare receipts for deposits.

Hanford Elementary School District
Job Description - **Account Technician II** <u>– **Accounts Payable**</u>
Page 2

ESSENTIAL FUNCTIONS (Cont.)

- Use the County financial computer system for such duties as: keying accounts payable/payroll, maintaining vendor listing, processing purchase orders, running budget reports, and entering journal entries.
- Coordinate annual District bid for instructional, office, custodial, and food service supplies.
- Regularly correspond (verbally and in writing) with schools, departments, and vendors, as necessary.
- Assist schools in preparation of <u>Study Student</u> Body books; perform internal audit of Student Body books.
- Maintain and update files of correspondence, records, and other documents.

OTHER FUNCTIONS

- Receive, sort, and distribute incoming and outgoing mail applicable to desk, function, or department.
- Perform other related typing, clerical, and accounting duties as assigned.

NECESSARY EMPLOYMENT STANDARDS

Knowledge of:

Principles, methods, and practices of financial record-keeping, including uses of common record-keeping systems.

Generally accepted accounting and payroll principles and business arithmetic.

Office methods, procedures, and equipment, including the operation of <u>current</u> computer <u>technology</u> terminals and personal computers.

Ability to:

Understand and follow established financial record-keeping practices and procedures.

Hanford Elementary School District
Job Description - **Account Technician II** – **Accounts Payable**Page 3

NECESSARY EMPLOYMENT STANDARDS (cont.)

Ability to: (cont.)

Verify and prepare complete and accurate date for data entry and reports.

Post, enter, and retrieve financial data and make mathematical calculations.

Operate <u>and use current technology and</u> office equipment including ten-key adding machine, computer terminal, and personal computer, to generate spreadsheets, forms and reports with speed and accuracy.

Type at a speed of 40 words per minute.

Maintain timelines and guidelines for meeting deadlines and responsibilities.

Establish and maintain effective working relationships with those contacted in the course of work.

EDUCATION AND EXPERIENCE:

Any combination of education and experience that could likely provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the knowledge, skills, and abilities would be:

Education:

Equivalent to completion of the twelfth grade.

Experience:

Two years of increasingly responsible experience in

accounting and record-keeping assignments.

DESIRABLE EMPLOYMENT STANDARDS

Previous experience in record-keeping in a school system.

Completion of supplemental courses in financial record-keeping.

Hanford Elementary School District
Job Description - **Account Technician II** <u>– **Accounts Payable**</u>
Page 4

WORKING CONDITIONS

Environment:

Office environment.

Physical Abilities:

Seeing to inspect financial or statistical records; hearing and speaking to communicate with District staff and the public; sitting for extended periods of time; bending, kneeling, and reaching to retrieve and file records; dexterity of hands and fingers to file and to operate a computer terminal and other office equipment.

Adopted: 08/17/88 Revised: 12/06/95 Revised: / /20

Hanford Elementary School District Job Description

ADMINISTRATIVE SECRETARY I

DEFINITION

Performs responsible technical and complex secretarial and administrative duties for a District Administrator or other manager requiring a similar level of support. Organize and coordinate routine office and department activities and coordinate flow of communications; provide training and work direction to clerical personnel as assigned.

DISTINGUISHING CHARACTERISTICS

The Administrative Secretary I is the first in a series of high level administrative secretarial positions. The incumbent is expected to apply a working knowledge of various facets of the department or section to work situations which are usually routine but can be varied. Exercises independence of action in routine administrative matters, preparing reports and correspondence, handling complaints from the public or employees and other matters of similar complexity.

Assignments require considerable knowledge of modern secretarial practices and the ability to efficiently use both standard and specialized office equipment. The Administrative Secretary I must have a complete knowledge of the particular procedures, formats, vocabulary and technicalities associated with the department of assignment to perform duties such as researching and composing of non-standardized correspondence. Work occasionally involves handling of proprietary and private information.

SUPERVISION RECEIVED AND EXERCISED

Works under the general supervision of a district administrator or program manager with a scope of responsibility that would merit this level of support. The Administrative Secretary I may provide training and functional work direction to clerical personnel as assigned.

ESSENTIAL FUNCTIONS

- Performs technical and complex secretarial and clerical duties involving the use of independent judgment and an understanding of departmental functions and procedures.
- Manages the day to day routine office activities and clerical functions of the department(s) to which assigned. Briefs supervisor on status of assignments; upcoming tasks, projects, due dates; and any other information that assists supervisor with his or her responsibilities.
- Coordinates meeting arrangements including attendance lists, room reservations, refreshments, and development of handouts. Attends meetings as assigned, takes notes and/or minutes and transcribes and distributes as directed.

ESSENTIAL FUNCTIONS (CONT.)

- Prepares correspondence, memoranda, reports, statistical data, forms, and other materials from oral direction and/or dictation, using correct grammar, spelling, punctuation and syntax.
- Develops and maintains departmental, staff, and/or student records, databases, files and reference materials as directed.
- Prepares and/or reviews a variety of data for completion, accuracy, and conformance with established procedures, directives and timelines. Ensures distribution and delivery of these materials as required by accountability timelines, state and federal requirements, or as directed by established procedures or instructions.
- Composes and drafts documents and communications for special district programs and activities either for direct release or supervisor's signature as established.
- Develops and maintains a working knowledge of special terminology related to the function or department to which assigned.
- Interviews visitors and callers on routine matters in the office and over the telephone, answers inquiries, makes appropriate referrals, or schedules appointments for supervisor. Evaluates appropriately the time sensitivity and importance of each request.
- Responsible for department's incoming mail; responds to routine inquiries and requests for copies. Evaluates incoming information for time sensitivity and importance to supervisor.
- Maintains supervisor's appointment calendars; makes arrangements for meetings; follows up on rescheduled or cancelled meetings as needed.
- Monitors all deadlines and timelines for supervisor, initiates necessary actions within scope of authority sufficiently in advance to allow timely completion.
- Performs special projects and coordinates special events as assigned.
- Maintains department or division budget records and files. Gathers and compiles information required by Administrator for budget development.
- Prepares monthly department time records, ensuring proper documentation of all staff absences. Prepares monthly payroll for assigned departments.
- Orders and maintains accurate inventory of office supplies and materials for departments and programs to which assigned. Prepares annual bid and print orders to ensure that an adequate inventory of all supplies and forms are available.

ESSENTIAL FUNCTIONS (CONT.)

- May direct and or assist with billing activities for services provided to students eligible for Medi-Cal reimbursement.
- Establishes, revises and maintains filing system and other clerical procedures.
- Performs other related duties as assigned

NECESSARY EMPLOYMENT STANDARDS

Knowledge of:

Office methods, practices, procedures and equipment, including filing systems, receptionist and telephone techniques and letter and report writing.

Activities associated with statistical record keeping, confidential record-keeping, staff administration and budgeting.

Proper English usage, grammar, spelling, punctuation, and basic arithmetic skills.

Skills and Ability to:

Independently perform all of-the duties of the position efficiently and effectively.

Coordinate and perform complex office and secretarial work with speed and accuracy.

Learn, interpret and explain and apply knowledge of District and department policies, rules, regulations, organization, operations, programs, functions, and special department terminology.

Operate various standard office machines, including computers and word processing, spreadsheet applications and database management <u>such as Student Information Systems.</u> Ability to produce work in modern word processing, spreadsheet and graphics software such as <u>Microsoft: Excel, Access, Office 365, PowerPoint etc.</u>

Plan, organize, and prioritize work in order to meet schedules and timelines.

Communicate with students, staff, parents and the public using tact, patience and courtesy and in a manner that reflects positively on the department and District.

Take responsibility and use good judgment within the scope of authority.

Skills and Ability to: (cont.)

Take notes at meetings and transcribe accurately into minutes.

Type at a speed of $\frac{20}{10}$ wpm from clear copy.

DESIRABLE EMPLOYMENT STANDARDS

Completion of college level secretarial course of study.

QUALIFICATION REQUIREMENTS

Education and Experience:

Any combination of education and experience that could likely provide the required knowledge, skills and abilities is qualifying. A typical way to obtain the knowledge, skills and abilities would be:

Education:

High school diploma or equivalent supplemented by course work in secretarial science or related business field plus additional

experience.

Experience:

Two years of advanced secretarial experience in a position requiring

initiative and working independent of direct supervision.

WORKING CONDITIONS

Environment:

Office environment; subject to frequent interruptions.

Physical Abilities:

Vision sufficient to read written matter; dexterity of hands and fingers to operate standard office equipment; sitting for extended periods of time; walking to various sites at the assigned location; bending and reaching to pull and replace binders and files; and, hearing and speaking to exchange

information in person and on the phone.

Approved:

01/18/89

Revised:

08/18/93

Revised:

12/11/02

/ 20

ESSENTIAL FUNCTIONS: (CONT.)

- May direct and or assist with billing activities for services provided to students eligible for Medi-Cal reimbursement.
- Establishes, revises, and maintains filing system and other clerical procedures.
- Performs other related duties as assigned

NECESSARY EMPLOYMENT STANDARDS:

Knowledge of:

Office methods, practices, procedures and equipment, including filing systems, receptionist and telephone techniques and letter and report writing.

Activities associated with statistical record-keeping, confidential record-keeping, staff administration and budgeting.

Current software and database programs utilized to manage complex databases, graphic and document designs, web-page and visual presentation programs including but not limited to: Zangle student base system, Student Information System, Microsoft, Access, Excel, Power Point, Office 365 etc.

Proper English usage, grammar, spelling, punctuation, and basic arithmetic skills.

Skills and Ability to:

Independently perform all of the duties of the position efficiently and effectively.

Coordinate and perform complex office and secretarial work with speed and accuracy.

Learn, interpret and explain and apply knowledge of District and department policies, rules, regulations, organization, operations, programs, functions, and special department terminology.

Operate various standard office machines, including computers and word processing, spreadsheet applications and database management <u>such as Student Information Systems</u>. Ability to produce work in modern word processing, spreadsheet and graphics software.

Hanford Elementary School District

Job Description

ADMINISTRATIVE SECRETARY II

DEFINITION:

Performs advanced-level technical and complex secretarial and administrative duties requiring independent judgment on routine department matters. Organize and coordinate office and department activities and communications to relieve the administrator of routine administrative duties; provide training and work direction to clerical personnel as assigned.

DISTINGUISHING CHARACTERISTICS:

The Administrative Secretary II is the top classified position in a series of high level administrative secretarial positions. The incumbent is expected to apply a working knowledge of various facets of the department or area to work situations which are usually routine but can be varied and complex. Exercises independence of action in routine administrative matters, preparing reports and correspondence, handling complaints from the public or employees and other matters of similar complexity.

Assignments require considerable knowledge of modern secretarial practices and the ability to efficiently use both standard and specialized office equipment and computer programs. The Administrative Secretary II must have a complete knowledge of the particular procedures, formats, vocabulary, technicalities, rules and regulations associated with the department of assignment to perform duties such as researching and composing of non-standardized correspondence, responding to inquiries from staff and the public. Work involves handling of proprietary and private information.

SUPERVISION RECEIVED AND EXERCISED:

Works under the general supervision of a District Administrator or equivalent scope of responsibility that would merit this level of support. The Administrative Secretary II may provide training and functional work direction to clerical personnel as assigned.

ESSENTIAL FUNCTIONS:

 Performs technical and complex secretarial and clerical duties involving the use of independent judgment and an understanding of departmental functions and procedures.

ESSENTIAL FUNCTIONS: (CONT.)

- Manages the day to day routine office activities and clerical functions of the department(s) to which assigned. Briefs supervisor on status of assignments; upcoming tasks, projects, due dates; and any other information that assists supervisor with his or her responsibilities.
- Coordinates meeting arrangements including attendance lists, room reservations, refreshments, and development of handouts. Attends meetings as assigned, takes notes and/or minutes and transcribes and distributes as directed.
- Prepares agendas, coordinates and facilitates meetings as directed.
- Prepares correspondence, memoranda, reports, statistical data, forms, and other materials from oral direction and/or dictation, using correct grammar, spelling, punctuation and syntax.
- Composes and drafts documents and communications for special district programs and activities either for direct release or supervisor's signature and established.
- Designs forms, brochures, web-pages, flyers, "Power Point" presentations and materials utilizing available technology and graphics programs to support department programs and activities and to support other district interests as requested.
- Prepares, distributes, and maintains working manuals of programs, rules and billing processes for assigned department(s) as needed.
- Within areas of expertise, guides district/department staff and administrators in rules and regulations related to specific programs, and services provided by the District.
- Develops and maintains complex departmental, staff, and/or student records, databases, files and reference materials as directed.
- Compiles, prepares, reviews and analyzes a variety of data for completion, accuracy, and conformance with established procedures, guidelines, directives and timelines. Ensures distribution and delivery of these materials as required by accountability timelines, state and federal requirements, or as directed by established procedures or instructions.

ESSENTIAL FUNCTIONS: (CONT.)

- Develops and maintains a working knowledge of special terminology related to the function or services to which assigned.
- Interviews visitors and callers on routine matters in the office and over the telephone, answers inquiries, makes appropriate referrals, or schedules appointments for supervisor. Evaluates appropriately the time sensitivity and importance of each request.
- Responsible for department's incoming mail; responds to routine inquiries and requests for copies. Evaluates incoming information for time sensitivity and importance to supervisor.
- Maintains supervisors' and other professional and management staff appointment calendars as directed. Makes arrangements for meetings; follows up on rescheduled or cancelled meetings as needed.
- Monitors all deadlines and timelines for supervisor, initiates necessary actions within scope of authority sufficiently in advance to allow timely completion.
- Performs special projects and coordinates special events as assigned. Works
 directly with outside agencies, public, and staff in developing, organizing, and
 planning special events and programs. Independently manages multiple
 phased and multiple layered projects and programs involving a high degree or
 organizational and communication skills.
- Trains, guides and directs other support staff within department or division to complete work as directed.
- Maintains department, division or program budget records and files. Gathers and compiles information required by administrator for budget development.
- Prepares monthly department time records, ensuring proper documentation of all staff absences. Prepares monthly payroll for departments to which assigned.
- Orders and maintains accurate inventory of office supplies and materials and equipment for departments and programs to which assigned. Ensures that an adequate inventory of all supplies and forms are available and prepares requisitions for supplies and materials as needed.

Hanford Elementary School District
Job Description – **ADMINISTRATIVE SECRETARY II**Page 4

ESSENTIAL FUNCTIONS: (CONT.)

- May direct and or assist with billing activities for services provided to students eligible for Medi-Cal reimbursement.
- Establishes, revises, and maintains filing system and other clerical procedures.
- Performs other related duties as assigned

NECESSARY EMPLOYMENT STANDARDS:

Knowledge of:

Office methods, practices, procedures and equipment, including filing systems, receptionist and telephone techniques and letter and report writing.

Activities associated with statistical record-keeping, confidential record-keeping, staff administration and budgeting.

Current software and database programs utilized to manage complex databases, graphic and document designs, web-page and visual presentation programs including but not limited to: Zangle student base system, Student Information System, Microsoft, Access, Excel, Power Point, Office 365 etc.

Proper English usage, grammar, spelling, punctuation, and basic arithmetic skills.

Skills and Ability to:

Independently perform all of the duties of the position efficiently and effectively.

Coordinate and perform complex office and secretarial work with speed and accuracy.

Learn, interpret and explain and apply knowledge of District and department policies, rules, regulations, organization, operations, programs, functions, and special department terminology.

Operate various standard office machines, including computers and word processing, spreadsheet applications and database management <u>such as Student Information Systems</u>. Ability to produce work in modern word processing, spreadsheet and graphics software.

Plan, organize, and prioritize work in order to meet schedules and timelines.

Communicate with students, staff, parents and the public using tact, patience and courtesy and in a manner that reflects positively on the department and District.

To maintain a high degree of confidentiality in preparing and disclosing sensitive information at all times.

Take responsibility and use good judgment within the scope of authority.

Take notes at meetings and transcribe accurately into minutes.

Type at a speed of 70-60 wpm from clear copy.

DESIRABLE EMPLOYMENT STANDARDS:

Completion of college level secretarial course of study.

QUALIFICATION REQUIREMENTS:

Education and Experience:

Any combination of education and experience that could likely provide the required knowledge, skills and abilities is qualifying. A typical way to obtain the knowledge, skills and abilities would be:

Education: High school diploma or equivalent supplemented by course work in secretarial science or related business field plus additional experience.

Experience: Four years of advanced secretarial or executive assistant experience in a position requiring initiative and working independent of direct supervision.

Hanford Elementary School District Job Description – ADMINISTRATIVE SECRETARY II Page 6

WORKING CONDITIONS:

Environment:

Office environment; subject to frequent interruptions.

Physical Abilities: Vision sufficient to read written matter; dexterity of hands and fingers to operate standard office equipment; sitting for extended periods of time; walking to various sites at the assigned location; bending and reaching to pull and replace binders and files; and, hearing and speaking to exchange information in person and on the phone.

Adopted: 12/11/02 Revised: / 20

HANFORD ELEMENTARY SCHOOL DISTRICT Job Description

BUS DRIVER

DEFINITION

Under the direction of the Program Manager for Transportation Manager Facilities and Operations drives a school bus over designed routes for the purpose of transporting students to and from school and on special trips.

SUPERVISION RECEIVED AND EXERCISED

The Bus Driver is under the direct supervision of the Program Manager for Transportation Manager Facilities and Operations and does not supervise any other positions. The Bus Driver is responsible for timely and safe transport of District school children to and from school and on special trips.

ESSENTIAL FUNCTIONS

Drives a school bus daily over designated routes in accordance with time schedules, picking up₇ and discharging students.

Transport students and teachers on field trips to various locations making departure and arrival times as scheduled.

Inspect bus prior to operation for safety purposes promptly reporting all defects.

Clean windshields and headlights; clean interior and exterior of buses including picking up debris, sweeping floor and wiping upholstery; <u>completes assigned building custodial duties</u>; service bus with <u>various</u> fuel <u>technology</u> and oil.

Maintain appropriate behavior among students on bus and while the bus is parked at bus stops; follows District policies regarding student control and contact with parents and the public.

Report problems or equipment malfunctions; report incidents which affect the safety of students.

Perform first aid or <u>provide</u> emergency assistance; maintain records of all trips; file accident reports.

Maintain required records and reports of all trips, file accident reports.

Escort students across streets and roadways when necessary, stopping traffic as needed.

OTHER DUTIES

Perform related duties as assigned.

NECESSARY EMPLOYMENT STANDARDS

Knowledge of:

Safe driving practices.

State laws, rules and regulations, and Education Code sections pertaining to school bus operations and pupil transportation.

Provisions of California Motor Vehicle code and Title 13 applicable to the operation of vehicles in the transportation of school children.

District transportation policies and requirements.

First aid practices.

Ability to:

Drive a school bus in a courteous, safe, and efficient manner.

Maintain order among students while driving a school bus and at bus stops.

Recognize malfunctions in equipment and take appropriate action.

Maintain assigned vehicle in clean and safe operating condition.

Administer first aid to ill or injured students.

Learn designated bus routes, including stops, and traffic hazards.

Maintain simple records.

Work independently without supervision.

Communicate clearly and concisely, both orally and in writing.

Establish and maintain effective working relationships with those contacted in the course of work.

Hanford Elementary School District Job Description – **Bus Driver** Page 3

NECESSARY EMPLOYMENT STANDARDS (CONT.)

Education and Experience: Any combination of education and experience that could likely provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the knowledge, skills, and abilities would be:

Education: Completion of the twelfth grade or its equivalent.

Experience: One year experience as a bus driver or completion of a school bus driving program.

<u>Licenses and Certificates:</u> California Commercial Driver License, Class A or B with a (P) Passenger Endorsement. California Special Driver Certificate (School Bus). Current Medical Examiner's Certificate. Current first aid certification.

WORKING CONDITIONS

<u>Environment:</u> Indoor and outdoor environment; subject to driving a school bus to conduct work.

<u>Physical Abilities:</u> Climbing in and out of buses, sitting for extending periods of time, bending at the waist, and dexterity of hands and fingers to operate a school bus. <u>Ability to lift up to 50 lbs.</u> <u>Lifting and moving heavy boxes or ice chests into bus storage as needed for school trips. Moving, carrying students in an emergency situation.</u>

<u>Hazards:</u> Exposure to cleaning chemicals, diesel fumes, <u>High voltage (440)</u>, and driving in adverse weather conditions.

Approved: 08/07/91
Revised: 10/28/92
Reviewed: 10/16/98
Revised: / /20

DRAFT 12/17/19 - NEW

HANFORD ELEMENTARY SCHOOL DISTRICT Job Description:

BUS DRIVER/MECHANIC

DEFINITION

In addition to meeting the requirements of a School Bus Driver, the Mechanic, under the general supervision of the of Transportation Manager, maintains and makes major and minor repairs and service work to all District owned and contracted vehicles and equipment as directed and performs other duties as needed.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the Transportation Manager, receives functional supervision from Lead Mechanic. Does not supervise any other positions. The Mechanic exercises judgment and discretion and only direct supervision as new or unusual situations arise. The Mechanic is fully aware of the operating procedures and policies of the transportation shop.

ESSENTIAL FUNCTIONS

- Inspects school buses, trucks and other automotive equipment for safe conditions and corrects defects or malfunctions. Assists in major equipment and vehicle repairs.
- Drives and road tests all school buses and district vehicles.
- Drives a school bus daily over designated routes in accordance with time schedules, picking up, and discharging students.
- Using automotive hand tools makes major adjustments and repairs to District owned and contracted vehicles.
- Makes gas and diesel engine and transmission overhauls as may be required.
- Does body repair and painting.
- Services, lubricates and performs preventative maintenance on vehicles and equipment.
- Repairs a variety of equipment including lawn mowers, electric vehicles, tractors and trailers and maintains them in good condition.

Hanford Elementary School District Job Description – **Bus Driver/Mechanic** Page 2

ESSENTIAL FUNCTIONS (CONT.)

- Responsible for the inspection, adjustment(s) and complete repairs to air and hydraulic brake systems, air door lights and mirror systems.
- Overhauls and adjusts carburetors, generators, alternators, starters, regulators, steering assemblies, and differentials as may be required.
- Cleans and maintains assigned equipment and work area in a clean, orderly, and safe condition and free from hazardous conditions at all times.
- Operates a variety of hand and power tools and District owned diagnostic and shop tools utilizing recognized safety practices.
- Assists bus drivers in bus start-ups. Makes any small repairs that are necessary before buses leave the yard.
- Under guidance, purchases parts necessary to make repairs on equipment.
- Determines whether a new part is necessary or if an old part can be repaired, considering costs and time factors.
- Utilizes a variety of lubricants and cleaning fluids, following the manufacturer's recommended safe handling practices. Keeps necessary records and is responsible for the storage and removal of hazardous waste generated by the maintenance of school buses in accord with state and local directives.
- Steam-cleans and washes vehicles.
- Prepares and maintains accurate and complete records for all vehicle maintenance, service, and repair work.
- Drives a school bus as a relief/substitute driver; under emergency conditions; and for extra transportation services as assigned.
- Performs other related duties as assigned.

NECESSARY EMPLOYMENT STANDARDS

Knowledge of:

 Materials, tools and methods commonly used in the maintenance and repair of school buses and district vehicles and equipment.

Hanford Elementary School District Job Description – **Bus Driver/Mechanic** Page 3

Knowledge of: (continued)

- Appropriate safety regulations and the proper storage of hazardous waste.
- Acetylene and electric welding, chassis and body repair.

Ability to:

- Safely and accurately use materials, tools and methods commonly used in the maintenance and repair of transportation vehicles and other equipment.
- Work within time limits.
- Keep accurate records
- Operate a forklift, air wrenches, air and hydraulic jacks, steam cleaners and various tools and equipment for diesel and gas vehicle repair, maintenance and testing.
- Drive transportation equipment including school bus and tow truck safely and efficiently.
- To lift heavy items such as tires and brake drums in a correct and safe manner.
- Inspect, locate, and diagnose mechanical defects.
- Estimate the cost and time requirements for vehicle repairs.
- Understand and follow oral and written instructions.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

EDUCATION AND EXPERIENCE

Any combination of education and experience that could likely provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the knowledge, skills, and abilities would be:

Education: High school diploma or its equivalent, and trade school courses.

Experience: Two to three years of experience as an automotive mechanic, including work with diesel engines.

Hanford Elementary School District Job Description – **Bus Driver/Mechanic** Page 4

License and Certificates:

Possession of or ability to obtain a California Commercial Driver License, Class A or B with a (P) Passenger Endorsement; California Special Driver Certificate (School Bus); Medical Examiner's Certificate; First Aid certification; and Air Brake Certificate.

WORKING CONDITIONS

Environment: S

Shop environment; subject to regular exposure to fumes,

dust, and odors, and noise from equipment operation.

Physical Abilities:

Dexterity of hands and fingers to operate a variety of specialized tools, school bus and equipment; standing for extended periods of time; bending at the waist; kneeling or crouching; turning/twisting; crawling under vehicles; carrying, pushing or pulling tool boxes and engines; lifting heavy objects weighing up to 80 pounds; and perform heavy physical labor; and driving passenger vehicles and trucks. Climbing in and out of buses, sitting for extended periods of

time.

Hazards: Exposure to fumes, cleaning chemicals, dust, odors, dirt,

oil/grease, gases from vehicle operations, High Voltage

(440), and working in a cramped or restrictive chamber.

Approved:	1 1
rippiorea.	

HANFORD ELEMENTARY SCHOOL DISTRICT Job Description

BUS DRIVER/SERVICE WORKER ADDENDUM

DEFINITION

In addition to meeting the requirements of a Bus Driver, the Bus Driver/Service Worker will service and maintain District vehicles in good repair including making minor adjustments and repairs and checking batteries, tire air pressure, fuel and oil levels (including changing oil and lubricating vehicles), and <u>various methods</u> of refueling. <u>Install, maintain and retrieve electronic media devices and data.</u>

Knowledge of:

Uses and purposes of various hand tools and methods of vehicle maintenance.

Ability to:

Use transportation vehicle repair tools.

WORKING CONDITIONS

Physical Abilities:

Climbing in and out of buses, sitting for extended periods of time, bending at the waist, dexterity of hands and fingers to operate a school bus and a variety of hand and power tools. Ability to lift up to 80 lbs. lifting bus supplies, shop equipment, moving heavy boxes, ice chests, and bus trip items. Moving, carrying students in an emergency situation.

Hazards:

Exposure to cleaning chemicals, diesel fumes, <u>high voltage (440)</u> driving in adverse weather conditions, and dust, odors, dirt, oil/grease, gases.

Approved: 08/07/91 Reviewed: 10/16/98 Reinstated: 11/12/14 Revised: / 20

HANFORD ELEMENTARY SCHOOL DISTRICT Job Description:

DISPATCHER

DEFINITION

Assists in establishing and maintaining school bus routes and schedules, assigns bus drivers to designated routes and extra trips and drives school bus or other vehicles.

SUPERVISION RECEIVED AND EXERCISED

The Dispatcher is under the direct supervision of the Program Manager of Maintenance and Transportation Manager and does not supervise any other positions.

ESSENTIAL FUNCTIONS

Assists in developing bus routes and schedules, utilizing the <u>current</u> computer software routing program; <u>(such as VersaTrans)</u> to achieve maximum utilization of equipment and manpower.

Provides scheduling of bus drivers and arranges for substitute drivers as required.

Schedules and assigns drivers to extra trips, making an equitable distribution of overtime and over contract hours.

Maintains two-way radio contact, two-way communication and GPS with all bus drivers and responds to emergency situations regarding student discipline problems, bus breakdowns, accidents and traffic hazards, and informs law enforcement officials of accidents and other matters requiring their attention.

Responds to calls from parents, staff, and others not requiring action by the manager supervisor. Follows up on bus citations, complaints and concerns relative to pupil transportation matters. May work with community regarding transportation and other home relations matters.

Maintains all bus discipline records, including telephone and written communications with school site staff, parents and guardians concerning discipline, and schedules meetings as needed with appropriate parties involved.

Checks drivers time sheets, mileage reports, and pupil loads for accuracy and completeness.

Develops data and prepares reports as required.

OTHER DUTIES

May assist in conducting driver safety meetings and the training of drivers.

May dDrives a bus in emergency or relief situations, assist with the servicing, minor maintenance and repair of buses and other pupil transportation equipment.

Performs related duties as assigned.

NECESSARY EMPLOYMENT STANDARDS

Knowledge of:

Principles, practices, and methods of school buses and the transporting of students.

Methods of scheduling and dispatching a school transportation fleet.

Safe driving practices.

State laws, rules and regulations, and Education Code sections pertaining to school bus operations and pupil transportation.

Provisions of California Motor Vehicle code and Title 13 applicable to the operation of vehicles in the transportation of school children.

District transportation policies and requirements.

First aid practices.

Ability to:

Assist in the coordination and planning of safe and efficient bus routes and schedules.

Keep clear and accurate records.

Properly operate <u>a</u> two-way radio-<u>communications system</u>.

Exercise good judgment in a variety of situations requiring immediate decisions.

Operate standard office equipment, including computer software programs related to transportation routes, word processing documents and reports and spreadsheets as needed.

NECESSARY EMPLOYMENT STANDARDS (CONT.)

Drive a school bus in a courteous, safe, and efficient manner.

Recognize malfunctions in equipment and takes appropriate action.

Administer first aid to ill or injured students.

Communicate clearly and concisely both orally and in writing.

Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience: Any combination of education and experience that could likely provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the knowledge, skills, and abilities would be:

Education: Completion of the twelfth grade or its equivalent.

Experience: Five years of experience in school district transportation of school

children and a minimum of one year of planning, scheduling routes, and bus dispatching or equivalent experience that would meet these

expectations.

License and Certification: Must currently hold or be able to complete the following

within 3 months of date of hire:

California Commercial Driver License, Class A or B with

a (P) Passenger Endorsement.

California Special Driver Certificate (School Bus).

Current Medical Examiner's Certificate.

Current first aid certification.

DESIRABLE EMPLOYMENT STANDARDS:

Ability to communicate both orally and in writing in Spanish.

WORKING CONDITIONS:

Environment:

Indoor and outdoor work environment; subject to driving a vehicle to conduct work.

<u>Physical Abilities:</u> Hearing and speaking to exchange information on two-way <u>radios</u> <u>communications system</u>, and sitting or standing for extended periods of time. <u>Climbing in</u>

and out of buses, sitting for extending periods of time, bending at the waist, and dexterity of hands and fingers to operate a school bus. Ability to lift up to 50 lbs.; lifting and moving heavy boxes or ice chests into bus storage as needed for school trips. Moving and carrying students in an emergency situation.

Hazards: Exposure to cleaning chemicals, diesel fumes, High voltage (440), and driving in adverse weather conditions. Contact with upset individuals.

Adopted: 12/04/91 Revised: 12/16/98 Revised: 05/07/03 Revised: / 20

HANFORD ELEMENTARY SCHOOL DISTRICT Job Description:

LEAD MECHANIC

DEFINITION

Under the general supervision of the Manager, Transportation Manager Services, the Lead Mechanic performs the work of a master level mechanic, inspecting, servicing, and making major and minor repairs to all District-owned vehicles and District Services Facility equipment. In addition, the Lead Mechanic provides direction and functional supervision to assigned to personnel in the District Shop.

DISTINGUISHING CHARACTERISTICS

The Lead Mechanic is a master level skilled vehicle mechanic in the District and as such is responsible for all of the maintenance and repair of all District-owned vehicles and equipment. (A master mechanic is a skilled worker qualified to perform the functions of the trade independently). The Lead Mechanic independently performs journey to master level vehicle maintenance work. Competence, efficiency and thoroughness are most important to obtain maximum equipment utilization and to assure the safety of equipment operators.

SUPERVISION RECEIVED AND EXERCISED

Receives supervision from the Manager, Transportation <u>Manager</u> Services. Provides functional supervision to other staff assigned to the District shop.

ESSENTIAL FUNCTIONS

- Services, lubricates, and performs preventive maintenance on all District vehicles according to a set schedule.
- Inspects buses and other vehicles for mechanical conditions affecting safety of operation and corrects defects or malfunctions.
- Diagnoses mechanical problems and makes major and minor heavy-duty gas and diesel engine repairs to District-owned vehicles.
- Overhauls gas and heavy-duty diesel engines, and heavy-duty automatic and standard transmissions.
- Completes all phases of heavy-duty air brake repairs.
- Overhauls and adjusts carburetors, injectors, generators, alternators, starters, regulators, steering assemblies, and differentials.

ESSENTIAL FUNCTIONS (CONT.)

- Changes and repairs tires.
- Performs electric welding and acetylene cutting and brazing duties.
- Does body repair, painting, window replacement, and seat cover repair and replacement.
- Maintains and repairs other equipment including lawn mowers, <u>electric vehicles</u>, tractors, and trailers.
- Determines whether a new part is necessary or the old part is repairable, considering cost and time.
- Purchases/requisitions parts, tools, and supplies necessary to make repairs.
- Steam-cleans and washes vehicles.
- Maintains assigned equipment and work area in a clean, orderly, and safe condition at all times.
- Prepares and maintains accurate and complete records for all vehicle maintenance, service, and repair work.
- Drives a school bus as a relief/substitute driver; under emergency conditions; and for extra transportation services as assigned.
- Performs other related duties as assigned.

NECESSARY EMPLOYMENT STANDARDS

Knowledge of:

- Modern techniques and practices of vehicle, gasoline and diesel engine, and power equipment repair and preventive maintenance.
- Tools, materials, and equipment used in the diagnosis, maintenance, adjustment and repair of automotive equipment.
- Auto repair techniques, including use of metal and brake lathes, valve grinders, and micrometers.

Knowledge of: (cont.)

- Electrical equipment, including timing lights and Ohm meters, volt meters, generator
- growler, and electronic testing equipment.
- Heavy-duty automatic and standard transmissions.
- Chassis and body repair.
- Acetylene and electric welding.
- Simple record-keeping techniques.
- Health and safety regulations.
- Methods and procedures for ordering equipment and parts.
- Pertinent federal, State, and local laws, codes and regulations.

Ability to:

- Work within time limits.
- Inspect, locate, and diagnose mechanical defects.
- Estimate the cost and time requirements for vehicle repairs.
- Operate a variety of vehicle repair and maintenance tools and equipment with skill and safety.
- Operate a school bus and other vehicles safely.
- Work independently with little direction.
- Understand and follow oral and written instructions.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

Hanford Elementary School District Job Description – **Lead Mechanic** Page 4

EDUCATION AND EXPERIENCE

Any combination of education and experience that could likely provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the knowledge, skills, and abilities would be:

Education: High school diploma or its equivalent, and trade school courses.

Experience: Five years of journey-level experience as an automotive mechanic,

including work with diesel engines.

License and Certificates:

Possession of or ability to obtain a California Commercial Driver License, Class A or B with a (P) Passenger Endorsement; California Special Driver Certificate (School Bus); Medical Examiner's Certificate; First Aid certification; and Air Brake Certificate.

HIGHLY DESIREABLE EMPLOYMENT STANDARDS

ASE Master Mechanic School Bus Rating

WORKING CONDITIONS:

Environment: Shop environment; subject to regular exposure to fumes,

dust, and odors, and noise from equipment operation.

Physical Abilities: Dexterity of hands and fingers to operate a variety of

specialized tools and equipment; standing for extended periods of time; bending at the waist; kneeling or crouching; turning/twisting; crawling under vehicles; carrying, pushing or pulling tool boxes and engines; lifting heavy objects weighing up to 80 pounds; and perform heavy physical labor; and

driving passenger vehicles and trucks.

Hazards: Exposure to fumes, cleaning chemicals, dust, odors, dirt,

oil/grease, gases from vehicle operations, high voltage

(440), and working in a cramped or restrictive chamber.

Approved: 08/07/91 Revised: 12/01/92 Revised: 12/18/96

Revised: 06/13/07 Revised: / 20

HANFORD ELEMENTARY SCHOOL DISTRICT Job Description:

MECHANIC

DEFINITION

Under the general supervision of the Supervisor of Transportation <u>Manager</u>, to maintain and make major and minor repairs and service work to all District owned and contracted vehicles and equipment as directed and to perform other duties as needed.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the Manager of Transportation Manager Services, receives functional supervision from Lead Mechanic. Does not supervise any other positions. The Mechanic exercises judgment and discretion and only direct supervision as new or unusual situations arise. The Mechanic is fully aware of the operating procedures and policies of the transportation shop.

ESSENTIAL FUNCTIONS

- Inspects school buses, trucks and other automotive equipment for safe conditions and corrects defects or malfunctions. Assists in major equipment and vehicle repairs.
- Drives and road tests all school buses and district vehicles.
- Using automotive hand tools makes major adjustments and repairs to District owned and contracted vehicles.
- Makes gas and diesel engine and transmission overhauls as may be required.
- Does body repair and painting.
- Services, lubricates and performs preventative maintenance on vehicles and equipment.
- Repairs a variety of equipment including lawn mowers, <u>electric vehicles</u>, tractors and trailers and maintains them in good condition.
- Responsible for the inspection, adjustment(s) and complete repairs to air and hydraulic brake systems, air door lights and mirror systems.
- Overhauls and adjusts carburetors, generators, alternators, starters, regulators, steering assemblies, and differentials as may be required.

Hanford Elementary School District Job Description – **Mechanic** Page 2

ESSENTIAL FUNCTIONS (CONT.)

- Cleans and maintains assigned equipment and work area in a clean, orderly, and safe condition and free from hazardous conditions at all times.
- Operates a variety of hand and power tools and District owned diagnostic and shop tools utilizing recognized safety practices.
- Assists bus drivers in bus start-ups. Makes any small repairs that are necessary before buses leave the yard.
- Under guidance, purchases parts necessary to make repairs on equipment.
- Determines whether a new part is necessary or if an old part is able to can be repaired, considering costs and time factors.
- Utilizes a variety of lubricants and cleaning fluids, following the manufacturer's recommended safe handling practices. Keeps necessary records and is responsible for the storage and removal of hazardous waste generated by the maintenance of school buses in accord with state and local directives.
- Steam-cleans and washes vehicles.
- Prepares and maintains accurate and complete records for all vehicle maintenance, service, and repair work.
- Drives a school bus as a relief/substitute driver; under emergency conditions; and for extra transportation services as assigned.
- Performs other related duties as assigned.

NECESSARY EMPLOYMENT STANDARDS

Knowledge of:

- Materials, tools and methods commonly used in the maintenance and repair of school buses and district vehicles and equipment.
- Appropriate safety regulations and the proper storage of hazardous waste.
- Acetylene and electric welding, chassis and body repair.

Hanford Elementary School District Job Description – **Mechanic** Page 3

Ability to:

- Safely and accurately use materials, tools and methods commonly used in the maintenance and repair of transportation vehicles and other equipment.
- Work within time limits.
- Keep accurate records
- Operate a forklift, air wrenches, air and hydraulic jacks, steam cleaners and various tools and equipment for diesel and gas vehicle repair, maintenance and testing.
- Drive transportation equipment including school bus and tow truck safely and efficiently.
- To lift heavy items such as tires and brake drums in a correct and safe manner.
- Inspect, locate, and diagnose mechanical defects.
- Estimate the cost and time requirements for vehicle repairs.
- Understand and follow oral and written instructions.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

EDUCATION AND EXPERIENCE

Any combination of education and experience that could likely provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the knowledge, skills, and abilities would be:

Education: High school diploma or its equivalent, and trade school courses.

<u>Experience</u>: Two to three years of experience as an automotive mechanic, including work with diesel engines.

License and Certificates:

Possession of or ability to obtain a California Commercial Driver License, Class A or B with a (P) Passenger Endorsement; California Special Driver Certificate (School Bus); Medical Examiner's Certificate; First Aid certification; and Air Brake Certificate.

Hanford Elementary School District Job Description – **Mechanic** Page 4

WORKING CONDITIONS

Environment:

Shop environment; subject to regular exposure to fumes, dust, and odors, and noise from equipment operation.

Physical Abilities:

Dexterity of hands and fingers to operate a variety of specialized tools and equipment; standing for extended periods of time; bending at the waist; kneeling or crouching; turning/twisting; crawling under vehicles; carrying, pushing or pulling tool boxes and engines; lifting heavy objects weighing up to 80 pounds; and perform heavy physical labor; and driving passenger vehicles and trucks.

Hazards:

Exposure to fumes, <u>cleaning chemicals</u>, dust, odors, dirt, oil/grease, gases from vehicle operations, <u>High Voltage</u> (440), and working in a cramped or restrictive chamber.

Approved: 08/07/91 Reviewed: 10/16/98 Revised: 06/13/07 Revised: / /20

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 11/09/2020

FOR: Board Meeting
Superintendent's Cabinet

FOR: Information
Action

Date you wish to have your item considered: 11/18/2020

ITEM:

PUBLIC HEARING

Consider adoption of Resolution #16-21, approval of the Facility Solutions Agreement between the Hanford Elementary School District and SitelogIQ for the purpose of construction, installation of energy efficiency measures on selected District sites.

PURPOSE:

The Resolution adopts the findings that it is in the best interest of the District to enter into the Facility Solutions Agreement for implementation of the energy-related improvements to the District's facilities and that the anticipated cost to the District for thermal or electrical energy or conservation services provided by the energy related improvements per the Facility Solutions Agreement will be less than the anticipated marginal cost to the District of thermal, electrical, or other energy that would have been consumed by the District in absence of purchasing the energy improvements. Specific improvements include solar parking canopies at Simas Elementary, Monroe Elementary and Martin Luther King Jr. Elementary.

FISCAL IMPACT:

The contract value is \$2,473,151 and will be repaid through a zero percent loan with the California Energy Commission. The loan installments will be based on the annual first year energy savings for twenty years.

RECOMMENDATIONS:

Adopt Resolution #16-21, approval of the Facility Solutions Agreement between the Hanford Elementary School District and SitelogIQ for the purpose of construction, installation of energy efficiency measures on selected District sites.

NOTICE OF PUBLIC HEARING

ADOPT RESOLUTION MAKING CERTAIN FINDINGS FOR GOVERNMENT CODE SECTION 4217, APPROVAL OF FACILITY SOLUTIONS AGREEMENT BETWEEN THE HANFORD ELEMENTARY SCHOOL DISTRICT "DISTRICT" AND SITELOGIQ FOR THE PURPOSE OF CONSTRUCTION, INSTALLATION OF ENERGY EFFICIENCY MEASURES ON SELECTED DISTRICT SITES.

The Board of Trustees of the Hanford Elementary School District (District) will hold a public hearing on November 18, 2020, at 5:30 p.m., for the purpose of taking public comments and adopting a resolution making certain findings, and authorizing and approving a Facility Solutions Agreement with Sitelogiq for the implementation of certain energy-related improvements to the District's facilities in accordance with California Government Code Sections 4217.10 to 4217.18. The public hearing will be held in the Board Room, located at 714 N. White Street, Hanford, California 93230.

The Board shall also consider adoption of findings that it is in the best interest of the District to enter into the Facility Solutions Agreement for implementation of the energy-related improvements to the District's facilities. The Board shall further consider adoption of findings that the anticipated cost to the District for thermal or electrical energy or conservation services provided by the energy related improvements per the Facility Solutions Agreement will be less than the anticipated marginal cost to the District of thermal, electrical, or other energy that would have been consumed by the District in absence of purchasing the energy improvements.

Posted: 11/03/20

RESOLUTION No. 16-21 RESOLUTION OF THE GOVERNING BOARD OF THE HANFORD ELEMENTARY SCHOOL DISTRICT

REGARDING THE APPROVAL OF FINDINGS FOR GOVERNMENT CODE SECTION 4217, APPROVAL OF FACILITY SOLUTIONS AGREEMENT BETWEEN THE HANFORD ELEMENTARY SCHOOL DISTRICT "DISTRICT" AND SITELOGIQ FOR THE PURPOSE OF CONSTRUCTION, INSTALLATION OF ENERGY EFFICIENCY MEASURES ON SELECTED DISTRICT SITES,

WHEREAS, the District Board of Trustees ("Board") has endorsed the goal of energy efficiency and directed staff to develop energy efficient practices for use at existing District sites, has conducted a request for qualifications selection process related to the development and implementation of energy related projects, and has selected SitelogIQ based on their qualifications and references as to be "Best Value"; and

WHEREAS, the District approved an agreement to enter into negotiations with SitelogIQ ("SIQ") and its associated entities which proposes an Energy Conservation project for the District to include energy efficiency improvements to the sites; and

WHEREAS, the Board has received and reviewed information and data presented by District staff demonstrating that the cost to the District for Supplier to provide conservation measures pursuant to the Agreement will be less than the anticipated benefits received by the District

WHEREAS, in order to maximize the cost savings from the energy project, the District desires to improve the building energy efficiency at specified school sites with conservation scope of work

WHEREAS, the Board of Trustees is authorized pursuant to Sections 4217.10 through 4217.18 of the California Government Code (the "Act") to enter into energy conservation contracts pursuant to which the District may acquire equipment and services to reduce energy use

BE IT RESOLVED that based on comments, staff reports and documentation reviewed by the Board, the Board makes the formal findings that the cost of the project will be offset by the anticipated savings; and

BE IT FURTHER RESOLVED by the Board of Trustees as follows:

Section 1. The Board of Trustees hereby finds, determines and declares as follows:

- (a) The anticipated cost to the District for "Conservation Services" as defined in Section 4217.11(c) of the Act and as provided for by the SIQ Contract, the Lease and/or the Project will be less than the anticipated marginal cost to the District of energy that would have been consumed by the District in the absence of the Project.
- (b) To the extent that the SIQ Contract and/or the Lease grant easements, rights-of-way, licenses, rights of access, or other rights in the real property of the District upon which the Project will be constructed and installed, the difference, if any, between the fair rental value of such rights and the portion of the rent under the Lease attributable to such rights, is anticipated to be offset by benefits provided to the District under the SIQ Contract and the Lease.
- (c) Funds for the payment of amounts due under any Lease are projected to be available from funding which otherwise would have been used for the purchase of energy required by the District in the absence of the Project.

BE IT FURTHER RESOLVED that the Board hereby approves the Agreement

PASSED AND ADOPTED by the Board of Trustees vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

I, _____Superintendent/Secretary to the Governing Board of the "District", hereby certify that the foregoing is a full, true and correct copy of the Resolution adopted by the said Board of Trustees on this 18th day of November, 2020.

Secretary to the Governing Board

BE IT FURTHER RESOLVED that the District's Superintendent or his designee is authorized to take such actions and execute such agreements and documentation necessary to affect the intent of this

Resolution.



PRELIMINARY PROJECT FINANCIALS



Vacu	istrict ning Cost	Cala	OSM (2)	CEC 0% Loan		Project Utility		American Continue		Cumulative		
Year Construction	\$ (4)	\$ \$	r O&M (3)	\$ -		\$	Savings (1)		Annual Savings		Savings -	
Yr 1	\$ -	\$	11,464	\$	-	\$	139,575	\$	128,111	۶ \$	128,111	
Yr 2	\$ -	\$	11,808	\$	139,575	\$	144,181	\$	(7,202)	\$	120,909	
Yr 3	\$ 	\$	12,162	\$	139,575	\$	148,939	\$	(2,798)		118,111	
Yr 4	\$ _	\$	12,527	\$	139,575	\$	153,854	\$	1,752	\$	119,863	
Yr 5	\$ -	\$	12,903	\$	139,575	\$	158,931	\$	6,453	\$	126,316	
Yr 6	\$ 	\$	13,290	\$	139,575	\$	164,176	\$	11,311	\$	137,627	
Yr 7	\$ _	\$	13,689	\$	139,575	\$	169,594	\$	16,330	\$	153,957	
Yr 8	\$ _	\$	14,099	\$	139,575	\$	175,190	\$	21,516	\$	175,473	
Yr 9	\$ -	\$	14,522	\$	139,575	\$	180,972	\$	26,874	\$	202,347	
Yr 10	\$ -	\$	14,958	\$	139,575	\$	186,944	\$	32,411	\$	234,758	
Yr 11	\$ -	\$	15,407	\$	139,575	\$	193,113	\$	38,131	\$	272,889	
Yr 12	\$ -	\$	15,869	\$	139,575	\$	199,485	\$	44,042	\$	316,930	
Yr 13	\$ -	\$	16,345	\$	139,575	\$	206,068	\$	50,149	\$	367,079	
Yr 14	\$ -	\$	16,835	\$	139,575	\$	212,869	\$	56,458	\$	423,537	
Yr 15	\$ -	\$	17,340	\$	139,575	\$	219,893	\$	62,978	\$	486,515	
Yr 16	\$ -	\$	17,861	\$	139,575	\$	227,150	\$	69,714	\$	556,230	
Yr 17	\$ -	\$	18,396	\$	139,575	\$	234,646	\$	76,674	\$	632,904	
Yr 18	\$ -	\$	18,948	\$	139,575	\$	242,389	\$	83,866	\$	716,770	
Yr 19	\$ -	\$	19,517	\$	139,575	\$	250,388	\$	91,296	\$	808,066	
Yr 20	\$ -	\$	20,102	\$	87,650	\$	258,651	\$	150,899	\$	958,965	
Yr 21	\$ -	\$	20,705	\$	-	\$	267,186	\$	246,481	\$	1,205,446	
Yr 22	\$ -	\$	21,326	\$	-	\$	276,003	\$	254,677	\$	1,460,123	
Yr 23	\$ -	\$	21,966	\$	-	\$	285,111	\$	263,145	\$	1,723,268	
Yr 24	\$ -	\$	22,625	\$	-	\$	294,520	\$	271,895	\$	1,995,163	
Yr 25	\$ -	\$	23,304	\$	-	\$	304,239	\$	280,935	\$	2,276,098	
Yr 26	\$ -	\$	24,003	\$		\$	314,279	\$	290,276	\$	2,566,375	
Yr 27	\$ -	\$	24,723	\$	-	\$	324,650	\$	299,927	\$	2,866,302	
Yr 28	\$ -	\$	25,465	\$		\$	335,364	\$	309,899	\$	3,176,201	
Yr 29	\$ _	\$	26,229	\$	-	\$	346,431	\$	320,202	\$	3,496,403	
Yr 30	\$ -	\$	27,016	\$	-	\$	357,863	\$	330,847	\$	3,827,250	
Totals NOTES	\$ -	\$	545,405	\$	2,600,000	\$	6,972,655	\$	3,827,250	\$	3,827,250	

NOTES

- (1) Escalation included at 4% annually & reflects 0.7% panel degration per panel warrantee.
- (2) Project is funded by competitive California Energy Commission 0% Loan Program.
- (3) Optional contract to provide a 90% power production guarantee and all Operations and Maintenance.
- (4) All development and design included in contract. DSA Application & Inspector Fees TBD.

GOVERNMENT CODE SECTION 4217 FACILITY SOLUTIONS AGREEMENT

by and between

Hanford Elementary School District
714 North White St.
Hanford, CA 93230-4029

and

Famand, Inc.

(dba SitelogIQ)

TABLE OF CONTENTS

1.	DEFI	NITIONS	2				
2.	CONT	ΓRACTOR CERTIFICATIONS	2				
3.	GENERAL						
	3.1.	Scope of Work	2				
	3.2.	Contract Price	2				
	3.3.	Protective Measures.	3				
	3.4.	Prevailing Wage	4				
	3.5.	Insurance	4				
	3.6.	Performance of the Work	4				
	3.7.	Hazardous Materials.	5				
	3.8.	Suspension of the Work.	5				
	3.85	Liquidated Damages.	6				
	3.9.	Taxes.	6				
	3.10.	Liens	7				
	3.11.	Compliance with Applicable Laws.	7				
	3.12.	Environmental Attributes, Incentives, and Energy Credits.	7				
	3.13.	Subcontractors	8				
	3.14.	Performance & Payment Bonds	8				
	3.15.	Title; Risk of Loss	8				
4.	PRIC	E AND PAYMENT	8				
	4.1.	Contract Price	8				
	4.2.	Payment	9				
5.	COM	MENCEMENT & COMPLETION	10				
	5.1.	Commencement and Substantial Completion.	10				

	5.2.	Final Completion.	11
	5.3.	Inspection.	11
6.	REPR	RESENTATIONS & WARRANTIES	12
	6.1.	Representations and Warranties of Contractor.	12
	6.2.	Representations and Warranties of District.	12
7.	BREA	ACH & TERMINATION	14
	7.1.	Termination by District:	14
	7.2.	Termination by Contractor.	14
	7.3.	Indemnity.	14
	7.4.	Limitations of Liability.	15
8.	MISC	ELLANEOUS	16
	8.1.	Representatives.	16
	8.2.	Ownership of Plans, Data, Reports and Material.	16
	8.3.	Governing Law.	16
	8.4.	Force Majeure.	17
	8.5.	Dispute Resolution.	17
	8.6.	Notices and Demands.	18
	8.7.	Nondisclosure.	18
	8.8.	Time of Essence.	19
	8.9.	Validity.	19
	8.10.	Binding Effect.	19
	8.11.	Modifications.	19
	8.12.	Headings.	19
	8.13.	Counterparts; Signature Pages.	19
	8.14.	Announcements and Publications.	20

8.15.	Complete Agreement
8.16.	No Agency
8.17.	Priority of Documents
8.18.	Assignment
8.19.	No Waiver
EXHIBITS	
Exhibit A	Definitions
Exhibit B	Certifications
Exhibit B-1	Fingerprinting / Criminal Background Investigation Certification
Exhibit B-2	Drug-Free Workplace / Tobacco-Free Environment Certification
Exhibit C	Photovoltaic Renewable Energy System Installation
Exhibit D	Not Used
Exhibit E	Insurance
Exhibit F	Certificate of Substantial / Final Completion and Acceptance

FACILITY SOLUTIONS AGREEMENT

This FACILITY SOLUTIONS AGREEMENT ("Agreement"), dated as of November 18, 2020 ("Effective Date"), is by and between Hanford Elementary School District, a school district organized and existing under the laws of the State of California ("District") and Famand, Inc. (dba SitelogIQ), a California corporation ("Contractor") (each a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, District desires to reduce energy consumption and operational expenses through the installation of energy conservation and technologies ("System");

WHEREAS, California Government Code § 4217.10 et seq. authorizes Customers to enter into agreements, contracts and related documents with private sector entities for developing energy conservation projects upon Customer's finding that the anticipated costs for such services provided under this Agreement, together with any financing costs, will be less than the anticipated marginal energy costs to Customer;

WHEREAS, District has assigned specific areas on school properties (each one, a "Site") on which the energy conservation measures (each one, a "System") will be constructed;

WHEREAS, District desires to engage Contractor to install energy efficiency upgrades, design, supply and install selected and listed scope of work at each Site; and

WHEREAS, Contractor is a full-service energy services company with the technical capabilities to provide services to the District, including, but not limited to, energy and energy system auditing, engineering, design, procurement, construction management, installation, construction, financing, training, monitoring and verification, maintenance, operation, and repair.

WHEREAS, This Agreement shall only become effective upon the California Energy Commission final approval of the District's Energy Conservation Assistance Act (ECAA) loan; and

NOW THEREFORE, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. <u>DEFINITIONS.</u>

Unless otherwise required by the context in which any term appears: (a) capitalized terms used in this Agreement shall have the respective meanings set forth in <u>Exhibit A</u>; (b) the singular shall include the plural and vice versa; (c) the word "including" shall mean "including, without limitation," (d) references to "Sections" and "Exhibits" shall be to sections and exhibits of this Agreement; (e) the words "herein", "hereof" and "hereunder" shall refer to this Agreement as a whole and not to any particular section or subsection; and (f) references to this Agreement shall include a reference to all attached Exhibits, as the same may be amended, modified, supplemented or replaced from time to time.

2. CONTRACTOR CERTIFICATIONS

This Agreement includes the following contractor certifications, the forms of which are attached in <u>Exhibit B</u>, which must be completed by Contractor prior to commencement of the work on the Systems:

- 2.1. <u>Fingerprinting/Criminal Background Investigation Certification</u> (Exhibit B-1)
- 2.2. <u>Drug-Free Workplace / Tobacco-Free Environment Certification</u> (Exhibit B-2)
- 2.3. <u>Asbestos & Other Hazardous Materials Certification</u> (Exhibit B-5)

3. GENERAL

3.1. Scope of Work

- (a) Contractor shall furnish to District energy efficiency upgrades and the engineering, design, procurement, construction management, installation, construction, monitoring, and commissioning of energy conservation systems (each one a "System") installed at various sites (collectively, the upgrades and Systems shall be referred to as the "Project").
- **(b)** Project will be executed as detailed in Exhibit C ("Work").
- (c) Work shall be performed in accordance with this Agreement and Exhibits attached hereto.

3.2. Contract Price

- (a) <u>Contract Price</u>. Subject to adjustments set forth in this Agreement, Contractor agrees to perform the Work for a total fixed price of \$2,473,151 ("Contract Price"), including the following amounts detailed in <u>Exhibit C</u>:
 - (i) Payment of the Contract Price shall be made in compliance with the process described in Exhibit C.

3.3. Protective Measures.

- (a) Contractor shall be responsible for all injury or damage to individuals or property that may occur as a result of its fault or negligence, or that of its Subcontractors, in connection with the performance of the Work.
- (b) Contractor shall take all reasonably necessary precautions for the safety of its employees and any and all other individuals present on the Site where the System is located and prevent accidents or injury to individuals on, about, or adjacent to the premises where the Work is being performed.
- (c) Contractor shall keep the relevant part of the Site where the System is located and surrounding areas free from accumulation of waste materials or rubbish caused by the Work, and at the end of each Day that the Contractor performs the Work, Contractor shall remove any debris, store such debris in containers at its sole expense, and leave the Site in a clean and orderly condition. Upon Final Completion, Contractor shall remove from the relevant part of the Site where the System is located all waste materials, rubbish, debris, debris containers, tools, Equipment, machinery and surplus materials from the Site and leave the Site in a clean and orderly condition.
- (d) Contractor shall comply with the provisions of the California Education Code Section 45125.2 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees.

3.4. <u>Prevailing Wage.</u>

- (a) California Labor Code. Contractor shall comply with all applicable provisions of the California Labor Code, Division 2, Part 7, Chapter 1, Articles 1-5, including (without limitation) the payment of the general prevailing per diem wage rates for public work projects in excess of \$1,000. In addition, Contractor and each Subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, commencing with Section 1720, and including Sections 1735, 1777.5 and 1777.6 forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or Subcontractor.
- (b) <u>Certified Payroll Records</u>. This Project is subject to the requirements of Subchapter 4.5 of Chapter 8 of Title 8 of the California Code of Regulations. Contractor and all subcontractors must furnish certified payroll records to the Department of Industrial Relations' Compliance Monitoring Unit at least monthly, or within 10 days of any separate request by the Compliance Monitoring Unit, in the manner required by the Compliance Monitoring Unit.
- (c) Payment Withholding. Pursuant to 8 CCR 16463(e), the District may withhold contract payments when payroll records are delinquent or inadequate or as required by the Labor Commissioner. The amount withheld shall be limited to those payments due or estimated to be due to the Contractor or Subcontractor whose payroll records are delinquent or inadequate, plus any additional amount that the Labor Commissioner has reasonable cause to believe may be needed to cover a back wage and penalty assessment against the Contractor or Subcontractor whose payroll records are delinquent or inadequate; provided that the Contractor shall be required in turn to cease all payments to a Subcontractor whose payroll records are delinquent or inadequate until the Labor Commissioner provides notice that the Subcontractor has cured the delinquency or deficiency.
- (d) <u>Site Access.</u> Contractor shall provide site access to Department of Industrial Relations personnel upon request.
- (e) <u>Prevailing Wage Notice</u>. On each job site that is subject to compliance monitoring and enforcement by the Department of Industrial Relations, the Contractor shall post at appropriate,

- conspicuous, weatherproof points at the site the Notice of Projects Subject to Requirements of Subchapter provided in Title 8, section 16451(d) of the California Code of Regulations.
- (f) Prevailing Rate Penalty. Contractor shall, as a penalty, forfeit not less than Two Hundred Dollars (\$200.00) to the District for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the Department of Industrial Relations for such work or craft in which such worker is employed for the Work by the Contractor or by any Subcontractor, of any tier, in connection with the Work. Pursuant to California Labor Code §1775, the difference between prevailing wage rates and the amount paid to each worker each calendar day, or portion thereof, for which each worker paid less than the prevailing wage rate, shall be paid to each worker by Contractor.

3.5. <u>Insurance.</u>

- (a) Contractor and District, at their own expense, shall procure or cause to be procured and maintain or cause to be maintained in full force and effect at all times commencing no later than commencement of the Work at the Site and until Final Completion, all insurance coverage specified in Exhibit E.
- (b) District and any lenders to the District and Contractor shall be added as additional insureds under the commercial general liability, automobile liability and umbrella/ excess liability insurance procured and maintained by Contractor in connection with the Work. Contractor shall not add District or any lender as additional insureds under its worker's compensation insurance policy.
- (c) Each Party shall furnish current certificates indicating that the insurance required under this Agreement is being maintained. Each Party's certificate shall contain a provision whereby the insurer agrees to give the other Party thirty (30) days (or ten (10) days in the event of failure to pay premiums) written notice before the insurance is cancelled.

3.6. Performance of the Work.

- (a) Contractor agrees to use, and agrees that it shall require each of its Subcontractors to use, only personnel who are qualified and properly trained and who possess every license, permit, registration, certificate or other approval required by Applicable Law or any Governmental Authority to enable such Persons to perform their Work involving any part of Contractor's obligations under this Agreement.
- (b) Contractor agrees that all materials and Equipment to be supplied or used by Contractor or its Subcontractors in the performance of its obligations under this Agreement shall be new (if being incorporated into the System) or in good operating condition (if not being incorporated into the System) and fit for the use(s) for which they are employed by Contractor or its Subcontractors. Such materials and Equipment shall at all times be maintained, inspected and operated pursuant to Industry Standards and as required by Applicable Law. Contractor further agrees that all licenses, permits, registrations and certificates or other approvals required by Applicable Law or any Governmental Authority will be procured and maintained for such materials and Equipment at all times during the use of the same by Contractor or its Subcontractors in the performance of any of Contractor's obligations under this Agreement.

3.7. <u>Hazardous Materials</u>.

- (a) Contractor hereby specifically agrees to indemnify, defend and hold District, their present and future Board members, administrators, employees, agents, representatives, successors and assigns harmless from and against any and all losses, liabilities, claims, demands, damages, causes of action, fines, penalties, costs and expenses (including, but not limited to, all reasonable consulting, engineering, attorneys' or other professional fees), that they may incur or suffer by reason of:
 - (i) any release of a Hazardous Material brought on to the Site by Contractor, or any preexisting Hazardous Materials that, through Contractor's sole negligence, are released or disturbed at the Site:
 - (ii) any enforcement or compliance proceeding commenced by or in the name of any Governmental Authority because of an alleged, threatened or actual violation of any Applicable Law by Contractor; and
 - (iii) any action reasonably necessary to abate, remediate or prevent a violation or threatened violation of any Applicable Law by Contractor.
- (b) District hereby specifically agrees to indemnify, defend and hold Contractor, its present and future direct or indirect parents, subsidiaries, affiliates, divisions, and their respective directors, officers, employees, shareholders, agents, representatives, successors and assigns harmless from and against any and all losses, liabilities, claims, demands, damages, causes of action, fines, penalties, costs and expenses (including, but not limited to, all reasonable consulting, engineering, attorneys' or other professional fees), that they may incur or suffer by reason of:
 - (i) any release of a Hazardous Material brought on to the Site by District, District Representative, or Third Party and any pre-existing Hazardous Material except preexisting Hazardous Material released or disturbed at the Site through Contractor's negligence;
 - (ii) any enforcement or compliance proceeding commenced by or in the name of any Governmental Authority because of an alleged, threatened or actual violation of any Applicable Law by District or District Representative; and
 - (iii) any action reasonably necessary to abate, remediate or prevent a violation or threatened violation of any Applicable Law by District or District Representative.

3.8. <u>Suspension of the Work</u>.

(a) If Contractor does not receive payment of any undisputed invoices submitted in accordance with Section 4.2, Contractor shall have the right, upon not less than fifteen (15) days written notice, to suspend the Work under this Agreement. Contractor shall be entitled to compensation for all undisputed amounts under this Agreement. If District issues full payment of the undisputed invoice within fifteen (15) days of written notice of intention to suspend, the notice of intention to suspend shall have no further force or effect and Contractor shall continue to perform the services hereunder as if the notice of intention to suspend had not been given. In the event of any such suspension, Contractor shall be entitled to request (i) an extension of the deadlines of this Agreement for the same period of the suspension, and (ii) the reimbursement of the additional costs and expenses, if any, reasonably incurred and substantiated by Contractor (provided Contractor undertakes reasonable efforts to mitigate such costs and expenses) in protecting, securing or insuring the Work, the delay resulting from such suspension, and in resumption of the Work. If a suspension of the Work under this Section 3.10(a) continues for more than two (2) months, Contractor shall be entitled to, at its sole discretion, terminate this Agreement.

- (b) District may suspend the Work temporarily at its discretion. In the event of any such suspension, Contractor shall be entitled to request (i) an extension of the deadlines of this Agreement for the same period of the suspension, and (ii) the reimbursement of the additional costs and expenses, if any, reasonably incurred and substantiated by Contractor (provided Contractor undertakes reasonable efforts to mitigate such costs and expenses) in protecting, securing or insuring the Work, the delay resulting from such suspension, and in resumption of the Work. If a suspension of the Work under this Section 3.10(b) continues for more than six (6) months, Contractor shall be entitled, at its sole discretion, to terminate this Agreement.
- (c) In the event that the Work is totally or partially suspended, the Party that has caused the suspension (whether by reason of an act, omission or default) shall bear all the damages, costs and expenses caused by the suspension. If the suspension is not due to an act, omission or default of any of the Parties, and such delay falls under the definition of an Excusable Delay, then the deadlines of this Agreement will be extended for the same period of the suspension, or for such other period that the Parties deem reasonable in view of the circumstances, and District shall assume any costs arising under the effects of the suspension on the obligations of the Parties under this Agreement.
- (d) After the resumption of the performance of the Work, Contractor shall, after due notice to District, examine the Work affected by the suspension. Contractor shall make good any defect, deterioration or loss of the construction or the Work affected that may have occurred during the suspension period. Costs properly incurred by Contractor (including but not limited to demobilization and mobilization costs, insurance fees, and repair cost) shall be added to the Price, so long as the suspension did not arise due to any act, omission or default on the part of Contractor.

3.85 LIQUIDATED DAMAGES.

It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the Contractor will pay the Owner the sum of one hundred dollars (\$100) per calendar day for each and every day of delay beyond the Contract Time set forth in Section ____ of this Agreement as liquidated damages and not as a penalty or forfeiture. In the event Liquidated Damages are not paid, the Contractor further agrees that the Owner may deduct such amount thereof from any money due or that may become due the Contractor under the Contract. This Section shall not be construed as preventing the Owner from the recovery of damages (actual or other) under the Contract Documents.

3.9. <u>Taxes.</u>

The Price includes (and Contractor assumes exclusive liability for and shall pay before delinquency) all federal, state or local sales, use, value added, excise and other taxes, charges or contributions imposed on, or with respect to all Equipment and Contractor's services contemplated by this Agreement, provided that District shall pay and have exclusive liability with respect to any taxes payable with respect to District's income. Contractor shall hold harmless, indemnify and defend District, together with any and all its governing board, administrators, agents and employees from any liability, penalty, interest and expense by reason of Contractor's failure to pay such taxes, charges or contributions. Contractor and District shall cooperate with each other to minimize the tax liability of both Parties to the extent legally permissible.

3.10. <u>Liens.</u>

Contractor warrants good title, free and clear of all liens, claims, charges, security interests, and encumbrances whatsoever, to all Equipment and other items furnished by it or any of its Subcontractors that become part of the System to the extent payment therefore has been received by Contractor from District.

3.11. Compliance with Applicable Laws.

- (a) Contractor specifically agrees that it shall at all times fully comply with Applicable Laws and that it shall perform the Work in accordance with the Applicable Laws. Notwithstanding the foregoing, Contractor's responsibility for any environmental liabilities shall be governed by Section 3.9.
- (b) District specifically agrees that in the performance of its obligations under this Agreement it shall at all times fully comply with Applicable Laws.

3.12. Environmental Attributes, Incentives, and Energy Credits.

- (a) District shall own, and may assign or sell in its sole discretion, all rights, title, and interest associated with or resulting from the development, construction, installation and ownership of the System or the production, sale, purchase or use of the energy output including, without limitation:
 - (i) All Environmental Incentives arising from the Environmental Attributes associated with the System;
 - (ii) The reporting rights and exclusive rights to claim that: (i) the energy output was generated by the System (except as stated in paragraph (a)), (ii) District is responsible for the reductions in emissions of pollution and greenhouse gases resulting from the System, (iii) Contractor is entitled to all credits, certificates, registrations, etc., evidencing or representing any of the foregoing;
 - (iii) All carbon reduction tonnage as defined under the Climate Action Reserve or similar definition as enacted by the State of California or the U.S. Federal Government ("Carbon Credits");
 - (iv) All "renewable energy credits" (as such term is defined in Section 399.12(h)(2) of the California Public Utilities Code);
 - (v) All Environmental Incentives hereafter enacted into law, whether under federal, state or local law, arising from the Environmental Attributes of the System or the energy output or production, sale, purchase, consumption or use of the energy output from the System, expressly excluding, however, any future Environmental Incentives that are or may be dependent on ownership of the System for federal tax purposes.
- (b) The Carbon Credits, renewable energy credits, grants and future Environmental Incentives as described herein shall be referred to collectively as "Energy Credits". The District may assign, sell, transfer or otherwise convey all or any part of its right, title, and interest in and to the Energy Credits from time to time as it may determine to be in its best interest.

3.13. Subcontractors.

Contractor shall at all times be responsible for the acts and omissions of Subcontractors. Contractor shall be responsible for performance of all the Work, whether performed by Contractor or its Subcontractors. District shall not undertake any obligation to pay or to be responsible for the payment of any sums to any Subcontractor. The District shall have no responsibility for settling Subcontractor claims or disputes.

3.14. Performance & Payment Bonds.

See Exhibit C for bonding requirements.

3.15. Title; Risk of Loss.

- (a) From Effective Date and until the date of Substantial Completion for the, and subject to Sections 3.17(b) and 3.17(c), Contractor assumes risk of loss and full responsibility for the cost of replacing or repairing any damage to the System and all damages to and defects in materials, Equipment, supplies and maintenance equipment (including temporary materials, equipment and supplies) that are purchased by Contractor for permanent installation in or for use during construction of the System.
- (b) District shall bear the risk of loss and full responsibility with respect of the System from and after the date of Substantial Completion of the Work.
- (c) Notwithstanding anything herein to the contrary, District shall bear the risk of loss and full responsibility for the cost of replacing or repairing any damage to that portion of the System applicable to the Scope of Work and all materials, Equipment, supplies and maintenance equipment (including temporary materials, equipment and supplies) that are purchased by Contractor or District for permanent installation in or for use during construction of the System to the extent caused by the negligent, grossly negligent or willful acts of District or its agents, employees or representatives.
- (d) Title to all materials, Equipment, supplies and maintenance equipment required by this Agreement, to be purchased by Contractor for permanent installation as part of the System or for use by District or Project Owner in the operation of that portion of the shall pass to the District upon the achievement of Substantial Completion of the Work.

4. PRICE AND PAYMENT

4.1. <u>Contract Price.</u>

- (a) The Price is firm and fixed and includes all expenses to be incurred by Contractor including, but not limited to, Equipment and materials, erection, commissioning, inclusive of cost of travel and lodging expenses, Applicable Permits (other than the District Permits) and taxes, related to Contractor's performance of its obligations under this Agreement.
- (b) Any Changes to the System or Work above and beyond code requirements and Industry Standards requested by the District shall be resolved through a Change Order to this Agreement.
- (c) Any additional Work not otherwise specified in <u>Exhibit C</u> shall be resolved through a Change Order to this Agreement.
- (d) District and Contractor may mutually agree to reduce portions of the Work to offset the Change Order request to comply with District budget limits.
- (e) The Price shall only be changed by Change Order approved by Contractor and District.

4.2. Payment.

- (a) Subject to Section 4.2(e), District shall pay to Contractor the progress payments set forth in Exhibit C when Contractor has completed the Work associated with such payment. Contractor must submit documentation at the time of invoicing for related progress payments.
- (b) District shall pay one hundred percent (100%) of each progress payment when such payment is due.

- (c) Payments will be made by District within fifteen (15) calendar days of receipt of the Contractor invoices. Notwithstanding the immediately preceding sentence, District shall pay one hundred percent (100%) of the Contract Approval Date payment set forth in Exhibit C prior to Commencement of Work. Invoices shall include any partial Lien releases and any other supporting documentation that District may reasonably request. District shall notify Contractor of any missing documentation within five (5) Business Days of receipt of invoice.
- (d) The following minimum content will be contained in, or delivered together with, any payment request from Contractor to District:
 - (i) Contractor address, phone number, and fax
 - (ii) Contractor invoice number and date
 - (iii) Project Site address(es)
 - (iv) Description of completed milestones since the immediately preceding payment request
 - (v) Total invoice amount
 - (vi) "Remit to" details (for wire transfer)
 - (vii) Lien waivers from major Subcontractors (>5% of Price)
 - (viii) Signature of authorized representative of Contractor, certifying as to the accuracy of the payment request.
- (e) Overdue payment obligations of District hereunder shall bear interest from the date due until the date paid at a rate per annum equal to the rate published by the *Wall Street Journal* as the "prime rate" on the date on which such interest begins to accrue plus two percent (2%).
- (f) District may withhold or, on account of subsequently discovered evidence, nullify and require repayment of the whole or part of any payment to the extent necessary to protect District from loss, including costs and actual attorneys' fees, on account of (1) any breach of this Agreement by Contractor; (2) claims filed or reasonable evidence indicating probable filing of claims; (3) failure of Contractor to make payments properly to its Subcontractors or for material, labor or fringe benefits; (4) a reasonable doubt that the Work to be completed as a condition to a payment has properly been completed; (5) penalties assessed against District for failure of Contractor to comply with state, federal or local laws and regulations; or (6) any other ground for withholding payment allowed by state or federal law, or as otherwise provided in this Agreement. When the above matters are rectified, such amounts as then due and owing shall be paid or credited to Contractor.

5. COMMENCEMENT & COMPLETION

- 5.1. Commencement and Substantial Completion.
 - (a) Contractor shall perform the Work as soon as practicable following the receipt of Contract Approval Date payment.
 - (b) The Contractor shall achieve Substantial Completion as set forth in Exhibit C. Contractor may claim a justified extension of the Substantial Completion Date if it is or will be delayed in completing the Work for one or more of the following causes:

- (i) Unanticipated Conditions which directly affect the Project Milestones;
- (ii) Changes in the design, scope, or schedule of the Project required by the District;
- (iii) Breach of this Agreement by District;
- (iv) Suspension of the Work pursuant to <u>Section 3.10</u>; or
- (v) Force Majeure Event.
- (c) The following are conditions precedent to Substantial Completion:
 - (i) the System is mechanically, electrically, and structurally constructed in accordance with the requirements of this Agreement, the Work and Industry Standards, except for noncritical punchlist items that do not affect operations;
 - (ii) District and Contractor shall have agreed on the punchlist items. For clarity purposes, the punchlist shall include final as-built drawings, operation and maintenance manuals, operation and maintenance training, and final lien waivers; and
 - (iii) all necessary documents have been submitted to the local public utility and all Work has been completed to the extent necessary for the local utility to issue a permission to operate.
- (d) When Contractor believes it has achieved Substantial Completion, Contractor shall provide notice to District containing sufficient detail to enable District to determine that Contractor has complied fully with the requirements of Section 5.1(c). Within five (5) days after receipt of such notice, District shall either issue to Contractor the Certificate of Substantial Completion in a form similar to Exhibit F, or, if reasonable cause exists for doing so, advise Contractor by notice (stating the reasons therefore) that Substantial Completion has not been achieved. In the event District determines that Substantial Completion has not been achieved in accordance with the conditions precedent in Section 5.1(c), Contractor shall promptly take such action or perform such Work as is required to achieve Substantial Completion and shall thereupon issue to District another notice as set forth above. This procedure shall be repeated until such time as District has acknowledged Substantial Completion subject to Section 5.1(f).
- (e) All punchlist items shall be completed no later than sixty (60) Business Days after Substantial Completion Date unless otherwise delayed by the local utility. Failure of Contractor to fulfill this obligation shall entitle District to complete the pending works on its own. District shall issue final payment to Contractor minus the cost to complete remaining or incomplete punchlist items.
- (f) Any dispute between District and Contractor with respect to the projected achievement of Substantial Completion as contemplated by this <u>Section 5.1(c)</u> shall be resolved in accordance with <u>Section 8.5(b)</u>.

5.2. <u>Final Completion.</u>

- (a) Final Completion of the System shall be deemed to have occurred only if:
 - (i) all punchlist items contemplated in <u>Section 5.1(c)(iii)</u> have been completed or waived;
 - (ii) all manuals, drawings and other documents expressly required to be delivered by Contractor hereunder have been delivered to District:

- (iii) on-site operation and maintenance training as required has occurred;
- (iv) all final Lien waivers have been obtained;
- (v) a Certificate of Final Completion in a form similar to Exhibit F is duly signed by District's Representative and the Contractor's Representative; and
- (vi) the local utility has provided a permission to operate.
- (b) Upon Final Completion, Contractor shall submit to District a Certificate of Final Completion in a form similar to Exhibit F certifying that all of the foregoing conditions have been satisfied. District shall, within five (5) Business Days after the receipt by District of such written certificate, shall execute an acknowledgment of such certificate if Contractor has achieved Final Completion or provide written notice of Contractor's failure to achieve Final Completion. Contractor shall promptly take such action or perform such Work as is required to achieve Final Completion and shall thereupon issue to District another notice as set forth above. This procedure shall be repeated until such time as District has acknowledged Final Completion subject to Section 5.2(c).
- (c) Any dispute between District and Contractor with respect to the projected achievement of Final Completion as contemplated by this <u>Section 5.2(a)</u> shall be resolved in accordance with <u>Section 8.5(b)</u>.

5.3. <u>Inspection.</u>

All Work performed by Contractor and all Equipment shall be subject to inspection by District, but such right of inspection of the Work or Equipment shall not relieve Contractor of responsibility for the proper performance of the Work or Equipment to the extent provided under this Agreement. Contractor shall provide to District or District's designee access to Contractor's facility or facilities where the Work is being performed during business hours, and subject to compliance with Site safety rules and policies. District shall ensure that the inspections do not affect the normal performance of this Agreement unless Work is not in compliance with this Agreement.

6. REPRESENTATIONS & WARRANTIES

- 6.1. Representations and Warranties of Contractor. Contractor represents and warrants to District that:
 - (a) Contractor is a California corporation, duly organized, validly existing, and in good standing under the laws of the State of California, and has full power to engage in the business it presently conducts and contemplates conducting, and is and will be duly licensed or qualified and in good standing under the laws of the State of California and in each other jurisdiction wherein the nature of the business transacted by it makes such licensing or qualification necessary and where the failure to be licensed or qualified would have a material adverse effect on its ability to perform its obligations hereunder.
 - (b) Contractor has (either directly or through a Subcontractor) all the required authority, ability, skills, experience and capacity necessary to perform and shall diligently perform the Work in a timely and professional manner, utilizing sound procurement principles, project management procedures, construction procedures and supervisory procedures, all in accordance with Industry Standards. Contractor has (either directly or through a Subcontractor) the experience and skills necessary to determine, and Contractor has reasonably determined, that Contractor can perform the Work for the Price.
 - (c) The execution, delivery and performance by Contractor of this Agreement will not (i) violate or conflict with any covenant, agreement or understanding to which it is a party or by which it or

- any of its properties or assets is bound or affected, or its organizational documents or (ii) subject the System or any component part thereof to any lien other than as contemplated or permitted by this Agreement.
- (d) There are no undisclosed actions, suits, proceedings, patent or license infringements or investigations pending or, to Contractor's knowledge, threatened against it before any court or arbitrator that individually or in the aggregate could result in any materially adverse effect on the business, properties or assets or the condition, financial or otherwise, of Contractor or in any impairment of its ability to perform its obligations under this Agreement.
- (e) All goods, services, equipment, parts, and materials furnished in connection with the Work related to the System are new, unused and undamaged at the time of delivery to the Site.
- (f) The individual executing this Agreement on behalf of Contractor is duly authorized to execute and deliver this Agreement on behalf of Contractor and this Agreement is binding upon Contractor in accordance with its terms.

6.2. <u>Representations and Warranties of District</u>. District represents and warrants to Contractor that:

- (a) District is a California public school district, duly organized, validly existing, and in good standing under the laws of the State of California, and has full legal capacity and standing to pursue its purpose (including the capacity to dispose of and encumber all of its assets) and full power to engage in the business it presently conducts and contemplates conducting.
- (b) The execution, delivery and performance by District of this Agreement will not (i) violate or conflict with any covenant, agreement or understanding to which it is a party or by which it or any of its properties or assets is bound or affected, or its organizational documents or (ii) subject the System or any component part thereof or the Site or any portion thereof to any lien other than as contemplated or permitted by this Agreement.
- (c) There are no undisclosed actions, suits, proceedings, patent or license infringements or investigations pending or, to District's knowledge, threatened against it before any court or arbitrator that individually or in the aggregate could result in any materially adverse effect on the business, properties or assets or the condition, financial or otherwise, of District or in any impairment of its ability to perform its obligations under this Agreement.
- (d) District will exercise commercially reasonable efforts to procure funding for the Project within 365 days of the Effective Date.
- (e) District has proof of funds, to the satisfaction of the Contractor, that are necessary from time to time to pay Contractor the Price in accordance with the terms of this Agreement.
- (f) The individual executing this Agreement on behalf of District is duly authorized to execute and deliver this Agreement on behalf of District and this Agreement is binding upon District in accordance with its terms.

7. BREACH & TERMINATION

7.1. <u>Termination by District</u>:

(a) Contractor agrees that District shall be entitled to terminate this Agreement upon the occurrence of any of the following circumstances:

- (i) Except as otherwise permitted under this Agreement, Contractor abandons the entire Work for more than one hundred twenty (120) days or fails to commence the Work within one-hundred and eighty (180) days after receiving the Contract Date payment, and after expiration of said period fails to commence or continue performance of the Work within ten (10) business days of Contractor's written notice from District to commence or continue performance of the Work;
- (ii) Contractor commits a material breach of this Agreement, and Contractor does not commence the cure of said breach and thereafter diligent pursuant to completion the cure of said breach, within thirty (30) days following Contractor's receipt of written notice thereof from District, or
- (iii) Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency, or it becomes the subject of any proceeding commenced under any federal or state insolvency statute or law for the relief of debtors.
- (b) Upon the occurrence of any of the foregoing, District may instruct Contractor to discontinue all or any part of the Work, and Contractor shall thereupon discontinue the Work of such parts thereof. District shall thereupon have the right to continue and complete the Work or any part thereof, by contract or otherwise.
- (c) Upon exercising commercially reasonable efforts, District shall be entitled to terminate this Agreement if it is unable to procure funding for the Project within 365 days of the Effective Date. Upon this occurrence, District shall have no further obligation to Contractor.
- (d) If District elects to terminate this Agreement for any reason other than provided herein, District shall reimburse Contractor for all expenses incurred prior to termination, including but not limited to development and engineering cost prior to the Effective Date.
- (e) If any covenant, condition or restriction upon the Site prohibits the installation of the System at the Site, District has the right to terminate this Agreement. Upon such termination, District shall pay to Contractor for all services rendered up to and including the date of termination; plus all costs incurred with respect to equipment or materials ordered (which order cannot be refunded, terminated or such costs otherwise recovered by Contractor) prior to the date of termination; plus, if applicable, amounts payable to Subcontractors arising from costs or expenses reasonably incurred by such Subcontractor and directly resulting from such termination; plus, if applicable, costs incurred by Contractor in demobilizing its work force from Site; plus all engineering and development cost incurred by Contractor prior to the Effective Date.

7.2. <u>Termination by Contractor.</u>

- (a) Without limiting the provisions of <u>Section 8.5</u>, District agrees that upon the occurrence of any of the following, District shall reimburse Contractor for all expenses incurred prior to termination, including but not limited to development and engineering cost incurred prior to the Effective Date:
- (b) If District makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency, or it becomes the subject of any proceeding commenced under any federal or state insolvency statute or law for the relief of debtors.
- (c) If District fails to make any payment to Contractor hereunder when due, which failure remains uncured for twenty (20) days following District's receipt of written notice thereof from

182

Contractor, the District shall be in breach and Contractor shall have all rights and remedies that may be available under Applicable Law against District with respect thereto, including without limitation the right to suspend performance of the Work or terminate this Agreement as set forth in Section 3.10.

7.3. <u>Indemnity</u>.

- (a) Contractor shall fully indemnify, save harmless and defend District from and against any and all costs, claims, and expenses incurred by District and their successors, assigns, governing board members, administrators, managers, employees, agents, affiliates and partners in connection with or arising from any claim by a third party for physical damage to or physical destruction of property, or death of or bodily injury to any person (other than Affiliates of District) arising from or relating to Contractor's performance of its obligations under this Agreement, but only to the extent caused by (a) the negligence, gross negligence or willful misconduct of Contractor or its Subcontractors, agents or employees or others under Contractor's control or (b) a breach by Contractor of its obligations hereunder.
- (b) District shall fully indemnify, save harmless and defend Contractor and its successors, assigns, officers, directors, members, managers, employees, agents, affiliates and partners in connection with or arising from any claim by a third party for physical damage to or physical destruction of property, or death of or bodily injury to any person (other than Affiliates of Contractor or Subcontractors) arising from or relating to this Agreement, but only to the extent caused by (a) the negligence, gross negligence or willful misconduct of District or its agents or employees or others under District's control or (b) a breach by District of its obligations hereunder.
- Each Party shall indemnify, defend and hold the other Party, and its present and future governing (c) board members, administrators, direct and indirect parents, subsidiaries and Affiliates and their directors, officers, shareholders, employees, agents and representatives harmless from and against any and all claims, actions, suits, proceedings, losses, liabilities, penalties, damages, costs or expenses (including attorneys' fees and disbursements) of any kind whatsoever arising from (a) actual or alleged infringement or misappropriation by such Party (or in the case of Contractor, any Subcontractor) of any patent, copyright, trade secret, trademark, service mark, trade name, or other intellectual property right in connection with the System, including without limitation, any deliverable, (b) such Party's (and in the case of Contractor, any Subcontractor's) violation of any third-party license to use intellectual property in connection with the Work, including, without limitation, any deliverable. District shall indemnify, defend and hold Contractor and its present and future direct and indirect parents, subsidiaries and Affiliates and their directors, officers, shareholders, employees, agents and representatives harmless from against any and all claims, actions, suits, proceedings, losses, liabilities, penalties, damages, costs or expenses (including attorneys' fees and disbursements) of any kind whatsoever arising from the challenge to the procedures under which this Agreement was approved by the District. Notwithstanding the foregoing, the indemnification obligations of Contractor set forth in this Section 7.3(c) shall not apply when the claim of infringement arises from a particular design, process or product of a particular manufacturer or manufacturers that Contractor is directed by District to use in connection with the Contract Documents, unless the Contractor has reason to believe there is an infringement of such intellectual property right.
- (d) If any claim is brought against a Party (the "<u>Indemnified Party</u>") that gives rise to a potential indemnity claim under this <u>Section 7.3</u>, then the Indemnified Party shall give written notice of said claim to the other Party (the "<u>Indemnifying Party</u>"). Upon receipt of written notice of the claim, the Indemnifying Party shall be entitled to participate in, and, unless in the opinion of counsel for the Indemnifying Party a conflict of interest between the Parties may exist with respect to such claim, assume the defense of such claim, with counsel reasonably acceptable to the

Indemnified Party. Where the Indemnifying Party has elected not to assume the defense of a claim that gives rise to a potential indemnity claim under this Section 7.3, the Indemnifying Party shall reimburse the Indemnified Party for its reasonable and necessary defense expenses to the extent said claim is adjudged to be covered under the indemnity obligations. Even if the Indemnifying Party assumes the defense of the Indemnified Party with acceptable counsel, the Indemnified Party, at its sole option, may participate in the defense, at its own expense, with counsel of its own choice without relieving the Indemnifying Party of any of its obligations hereunder.

7.4. Limitations of Liability.

- No Consequential Damages. IN NO CIRCUMSTANCES SHALL THE CONTRACTOR OR (a) DISTRICT OR ANY OF THEIR RESPECTIVE OFFICERS, MEMBERS OR EMPLOYEES BE LIABLE FOR PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY NATURE INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS OR REVENUES OR THE LOSS OF USE OF SUCH PROFITS OR REVENUE, LOSS BY REASON OF PLANT SHUTDOWN OR INABILITY TO OPERATE AT RATED CAPACITY, COSTS OF REPLACEMENT POWER OR CAPITAL, DEBT SERVICE FEES OR PENALTIES, INVENTORY OR USE CHARGES, DAMAGES TO REPUTATION, DAMAGES FOR LOST OPPORTUNITIES, REGARDLESS OF WHETHER SAID CLAIM IS BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS ON PARTIES' LIABILITY FOR CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES IN THIS SECTION 7.4(a) SHALL NOT APPLY TO THE PARTIES' RESPECTIVE INDEMNITY OBLIGATIONS AS SET FORTH IN THIS AGREEMENT FOR SUCH DAMAGES WHEN SUCH DAMAGES ARE SOUGHT BY THIRD PARTIES.
- (b) <u>Maximum Liability</u>. Whether an action or claim is based on warranty, contract, tort or otherwise, under no circumstance shall (i) Customer's total liability arising out of or related to this Agreement exceed the minimum Insurance Limits as defined in Exhibit E of this Agreement, and (ii) Contractor's total liability arising out of or related to this Agreement exceed the Insurance Limits as defined in Exhibit E of this Agreement

8. MISCELLANEOUS

8.1. <u>Representatives</u>.

- (a) <u>District Representative</u>. District designates, and Contractor agrees to accept, Joy C. Gabler, Superintendent, as District Representative for all matters relating to Contractor's performance of the Work. The actions taken by District Representative regarding such performance shall be deemed the acts of District and shall be fully binding for District. District may, upon written notice to Contractor, pursuant to <u>Section 8.6</u> hereof, change the designated District Representative.
- (b) <u>Contractor Representative</u>. Contractor designates, and District agrees to accept, Kecia Davison as Contractor Representative for all matters relating to Contractor's performance under this Agreement. The actions taken by Contractor Representative shall be deemed the acts of Contractor and shall be fully binding for Contractor. Contractor may, upon written notice to District, pursuant to Section 8.6 hereof, change the designated Contractor Representative.

- (c) <u>Power of Representatives</u>. The Parties shall vest their Representatives with sufficient powers to enable them to assume the obligations and exercise the rights of Contractor or District, as applicable, under this Agreement.
- (d) <u>Notices to Representative</u>. Notwithstanding <u>Sections 8.1(a)</u> and <u>8.1(b)</u>, all amendments, Change Orders, notices and other communications between Contractor and District contemplated herein shall be delivered in writing and otherwise in accordance with <u>Section 8.6</u>.

8.2. Ownership of Plans, Data, Reports and Material.

- (a) Subject to Sections 8.2(c), Contract Documents developed by Contractor under this Agreement shall become the property of District when prepared and shall be delivered to District upon completion of the Work; provided that nothing in the foregoing shall impair, alter or otherwise affect Contractor's proprietary rights in its patents, products or other intellectual property.
- (b) Any additional inventions or intellectual property created during performance of this Agreement shall be owned by Contractor.
- (c) Contractor further agrees to grant and hereby grants to District an irrevocable, non-exclusive, royalty-free license under all patents, copyrights and other proprietary information of Contractor related to the Work now or hereafter owned or controlled by Contractor to the extent reasonably necessary for the operation, maintenance or repair of the System or any subsystem or component thereof designed, specified, or constructed by Contractor under this Agreement. No other license in such patents and proprietary information is granted pursuant to this Agreement.

8.3. <u>Governing Law.</u>

The formation, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event of any Dispute that is not resolved pursuant to <u>Section 8.5</u>, the Parties hereto agree to submit to the jurisdiction of any court of competent jurisdiction within Kings County, California and shall comply with all requirements necessary to give such court jurisdiction.

8.4. Force Majeure.

Contractor shall promptly notify District in writing of any delay or anticipated delay in Contractor's performance of this Agreement due to a Force Majeure Event, and the reason for and anticipated length of the delay. Contractor shall deliver such notice as soon as reasonably practicable, but in any event within forty-eight (48) hours of Contractor's becoming aware of such delay. Contractor shall be excused for any delays or defaults in the performance of its obligations under this Agreement that are the result of a Force Majeure Event. Contractor shall be entitled to a reasonable extension of time for delays due to a Force Majeure Event; provided that any Work done or materials furnished by Contractor in restoring or rebuilding the System will be paid for by District as an approved Change Order pursuant to Section 3.5.

8.5. <u>Dispute Resolution</u>.

- (a) Good faith negotiations. In the event that any question, dispute, difference or claim arises out of or in connection with this Agreement, including any question regarding its existence, validity, performance or termination (a "Dispute"), which either Party has notified to the other, senior management personnel from both Contractor and District shall meet and diligently attempt in good faith to resolve the Dispute for a period of thirty (30) days following one Party's written request to the other Party for such a meeting. If, however, either Party refuses or fails to so meet, or the Dispute is not resolved by negotiation, the provisions of Sections 8.5(b), 8.5(c) and 8.5(d) shall apply to the extent applicable to the Dispute.
- (b) <u>Technical Dispute</u>. Technical Disputes shall be resolved by an independent expert. For the purposes of this Agreement, a "Technical Dispute" shall mean a Dispute regarding whether the System conforms to the Industry Standards and applicable Building Codes, whether the relevant part of the Site where the System is located meets the required Site characteristics, and any other Disputes of a technical or engineering nature. All Technical Disputes shall be resolved on an accelerated basis by a nationally recognized professional expert unless otherwise agreed in writing by Contractor and District. Parties will share equally in the cost of the independent expert engaged to resolve Technical Disputes.
- Non-Binding Mediation. If the Dispute remains unresolved, a Party may require that a non-binding mediation take place with a mediator mutually chosen by District and Contractor. If District and Contractor are unable to agree on a mediator, then either may request that the American Arbitration Association (the "AAA") to appoint a mediator. The mediator's fee and expenses shall be paid one-half by District, and one-half by Contractor. In any such mediation, representatives of the Parties with authority to resolve the dispute shall meet for at least three hours with mediator. The obligation to mediate shall not be binding upon any Party with respect to (i) requests for preliminary injunctions, temporary restraining orders, specific performance, or other procedures in a court of competent jurisdiction to obtain interim relief deemed necessary by such court to preserve the status quo or prevent irreparable injury pending resolution by mediation of the actual Dispute; (ii) actions to collect payments not subject to bona fide Dispute; or (iii) claims involving third parties who have not agreed to participate in the mediation of the Dispute. The provisions of this Section 8.5 shall survive any termination of this Agreement.
- (d) <u>Attorneys' Fees</u>. The prevailing Party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs and attorneys' fees expended in connection with such an action from the other Party.

8.6. Notices and Demands.

Any notice, request, demand or other communication required or permitted under this Agreement, shall be deemed to be properly given by the sender and received by the addressee if made in writing (a) the same day if personally delivered; (b) three (3) days after deposit in the mail if mailed by certified or registered air mail, post prepaid, with a return receipt requested; or (c) the same day if sent by facsimile or electronic mail with confirmation. Mailed notices, facsimile notices or electronic notices shall be addressed as follows to:

District:

Name: Hanford Elementary School District Attention: Joy C. Gabler, Superintendent

Address: 714 North White St.

Hanford, CA 93230-4029

Phone: (559) 585-3600 Facsimile: (559) 584-7833

Email: jgabler@hesd.k12.ca.us

With a copy to:

Name: Attention: Address:

Contractor:

Name: SitelogIQ

Attention: Kecia Davison, Vice President

Address: 1512 Silica Avenue

Sacramento, CA 95815

Phone: (916) 888-8808 Facsimile: (916) 348-3020

E-mail: kecia.davison@sitelogiq.com

8.7. Nondisclosure.

To the extent permitted by law, whichever Party receives confidential information (the "Receiving Party") from the other Party (the "Disclosing Party") shall not use for any purpose other than performing the Work under this Agreement or divulge, disclose, produce, publish, or permit access to, without the prior written consent of the Disclosing Party, any such information of the Disclosing Party. Confidential Information includes, without limitation, all information or materials prepared in connection with the Work performed under this or any related subsequent Agreement, designs, drawings, specifications, techniques, models, data, documentation, source code, object code, diagrams, flow charts, research, development, processes, procedures, know-how, manufacturing, development or marketing techniques and materials, development or marketing timetables, strategies and development plans, personnel names and other information related to Contractor, Suppliers, personnel, pricing policies and financial information, and other information of a similar nature, whether or not reduced to writing or other tangible form, and any other trade secrets. Confidential information does not include (a) information known to the Receiving Party prior to obtaining the same from the Disclosing Party; (b) information in the public domain at the time of disclosure by the Receiving Party; or (c) information obtained by the Receiving Party from a third party who did not receive same, directly or indirectly, from the Disclosing Party. The Receiving Party shall use the higher of the standard of care that the Receiving Party uses to preserve its own confidential information or a reasonable standard of care to prevent unauthorized use or disclosure of such confidential information. Notwithstanding anything herein to the contrary, the Receiving Party has the right to disclose Confidential Information without the prior written consent of the Disclosing Party: (i) as required by any court or other Governmental Authority, or by any stock exchange upon which the shares of any Party are listed, (ii) as otherwise required by law, (iii) as advisable or required in connection with any government or regulatory filings, including without limitation, filings with any regulating authorities covering the relevant financial markets, (iv) to its attorneys, accountants, financial advisors or other agents, in each case bound by confidentiality obligations, (v) to banks, investors and other financing sources and their advisors, in each case bound by confidentiality obligations; or (vi) in connection with an actual or prospective merger or acquisition or similar transaction where the party receiving the Confidential Information is bound by confidentiality obligations. If a Receiving Party believes that it will be compelled by a court or other Governmental Authority to disclose confidential information of the Disclosing Party, it shall give the Disclosing Party prompt written notice, and in all cases not less than five (5) Business Days' notice in advance of disclosure, so that the Disclosing Party may determine whether to take steps to oppose such disclosure. Notwithstanding the foregoing, Contractor acknowledges that this Agreement, once fully executed and approved by the District's Board of Trustees, is public information, subject to release in response to public information requests under California Government Code § 6250 et seq. (Public Records Act). District shall use reasonable efforts to prevent or limit disclosure of the Confidential Information.

8.8. <u>Time of Essence.</u>

Time is expressly agreed to be of the essence of this Agreement and each, every and all of the terms, conditions and provisions herein.

8.9. Validity.

The provisions contained in each section, subsection and clause of this Agreement shall be enforceable independently of each of the others and their validity shall not be affected if any of the others are invalid. If any of those provisions is void but would be valid if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid. The Parties shall, if necessary, negotiate in good faith and make any necessary amendments to ensure the enforceable terms of this Agreement reflect the true intent of the Parties as of the date of execution of this Agreement.

8.10. Binding Effect.

This Agreement shall be binding on the Parties hereto and on their respective permitted successors, heirs and assigns.

8.11. Modifications.

No oral or written amendment or modification of this Agreement by any administrator, Board member, officer, agent or employee of Contractor or District, either before or after execution of this Agreement, shall be of any force or effect unless such amendment or modification is in writing and is signed by any duly authorized representative of both Parties to be bound thereby.

8.12. Headings.

The headings in this Agreement are for convenience of reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

8.13. Counterparts; Signature Pages.

This Agreement may be executed in counterparts which, taken together, shall constitute a single instrument. Facsimile and other electronically transmitted signature pages shall be effective to bind a Party to this Agreement.

8.14. <u>Announcements and Publications.</u>

Contractor shall coordinate with District with respect to, and provide advance copies to District for review of, the text of any proposed announcements or publications that include any non-public information concerning the Work prior to the dissemination thereof to the public or to any Person other than Subcontractors or advisors of Contractor, in each case, who agree to keep such information confidential. If District delivers written notice to Contractor rejecting any such proposed announcement or publication within two (2) Business Days after receiving such advance copies, the Contractor shall not make such public announcement or publication; provided, however, that Contractor may disseminate or release such information in response to requirements of Governmental Authority.

8.15. Complete Agreement.

This Agreement together with the Exhibits hereto completely and exclusively states the agreement of the Parties regarding its subject matter and its terms govern, all prior proposals, agreements, or other communications between the Parties, oral or written, regarding such subject matter. No oral agreement or conversation with any officer or employee of either Party or any or all prior proposals shall affect or modify any of the terms and conditions of this Agreement. This Agreement shall not be modified except by written amendment signed on behalf of the District and Contractor by their duly authorized representatives. Any purported oral amendment to the Agreement shall have no effect.

8.16. No Agency.

This Agreement is not intended, and shall not be construed, to create any association, joint venture, agency relationship or partnership between the Parties or to impose any such obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act as or be an agent or representative of, or otherwise bind, the other Party.

8.17. Priority of Documents.

In the event of conflicting provisions between any of the Contract Documents, the provisions shall govern in the following priority: first, duly executed amendments to this Agreement (to the extent not superseded by a subsequent amendment); second, this Agreement; third, Exhibit C, and fourth, the other Contract Documents.

8.18. <u>Assignment.</u>

No Party shall be entitled to assign or subcontract this Agreement or any of its rights or obligations under this Agreement, nor shall it enter into any transaction as a result of which it may transfer, assign, charge or dispose by any title of any of those rights and obligations, without the prior written consent of the other Party, which shall not be unreasonably withheld, provided that Contractor may subcontract that portion of the Work to Subcontractors. Notwithstanding the foregoing, (i) without the consent of the Contractor, District shall be entitled to assign its right, title and interest in and to this Agreement (and, in particular, any rights arising in relation to any insurance policy and any other right to collect any amount from Contractor) to any lenders by way of security for the performance of obligations to such lenders; (ii) without consent of the District, Contractor shall be entitled to assign its right, obligation, title and interest in and to this Agreement in connection with a merger or acquisition of Contractor; and (iii) without consent of District, Contractor shall be entitled to assign its right, obligation, title and interest in and to this Agreement to an Affiliate of the Contractor.

8.19. No Waiver.

Either Party's failure to enforce any provision of this Agreement of the waiver thereof in a particular instance shall not be construed as a general waiver of any part of such provision. The provision shall remain in full force and effect.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Agreement as of the date set forth above.

Hanford Elementary School District, a school district organized and existing under the laws of the State of California

By:	
Name:	Joy C. Gabler
Title:	Superintendent
	od, Inc., ornia corporation, (dba) SitelogIQ
By:	
Name:	Kecia Davison
Title:	Vice President
Contrac	ctor's License #: 646794

EXHIBIT A DEFINITIONS

- "Affiliate" of a specified Person means any Person that directly or indirectly through one or more intermediaries controls, is controlled by, or is under common control with, such specified Person. As used in this definition of Affiliate, the term "control" of a specified Person including, with correlative meanings, the terms, "controlled by" and "under common control with," means (a) the ownership, directly or indirectly, of 50% or more of the equity interest in a Person or (b) the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.
- "Agreement" shall have the meaning set forth in the preamble.
- "Applicable Law" shall mean, with respect to any Governmental Authority, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, injunction, registration, license, permit, authorization, guideline, governmental approval, consent or requirement of such Governmental Authority, as construed from time to time by any Governmental Authority.
- "Applicable Permits" " means those permits identified as the responsibility of Contractor as determined in Exhibit C.
- "<u>Authority Having Jurisdiction (AHJ)</u>" means those local, state, or federal entities having regulatory authority over a specific aspect of the Project, such as building officials, Department of State Architecture, and fire departments.
- "Business Day" means Mondays to Fridays, except such days on which banks are permitted or required to close in California.
- "Certificate of Substantial Completion" shall mean a document in similar form to Exhibit F.
- "Certificate of Final Completion" shall mean a document in similar form to Exhibit F.
- "Change" shall means any addition to, deletion from, suspension of, or other modification to the quality, function, or intent of the Work, including without limitation any such addition, deletion, suspension, or other modification that effects a change in the scope of the Work. An "Unanticipated Condition" as defined in <u>Section 2.4</u> hereof, experienced by Contractor during the course of the Work is included within the definition of "Change".
- "Change Order" shall mean a written document signed by District and Contractor to adjust the Price or Construction Schedule as a result of a Change issued after execution of this Agreement.
- "Commencement of Work" shall mean the commencement of Work.
- "Construction Schedule" shall mean the schedule for implementation of the Work as determined by the Contractor to meet the Project Milestones as set forth on Exhibit C.

192

- "Construction Documents" shall mean construction documents prepared by Contractor and approved by District.
- "Contract Documents" shall mean this Agreement and Exhibits hereto, and drawings, specifications, plans, calculations, models and designs that are part of this Agreement and the Construction Documents prepared by Contractor and approved by District.
- "Contractor" shall have the meaning set forth in the preamble.
- "Contractor Representative" shall mean the individual designated by the Contractor in accordance with Section 7.1(b).
- "Day" means calendar day unless it is specified that it means a "Business Day".
- "<u>Disclosing Party</u>" shall have the meaning set forth in <u>Section 7.7</u>.
- "<u>Dispute</u>" shall have the meaning set forth in <u>Section 7.5(a)</u>.
- "<u>District</u>" shall have the meaning set forth in the Preamble to this Agreement.
- "<u>District Permits</u>" means those permits identified as the responsibility of District in <u>Exhibit C</u>.
- "<u>District's Representative</u>" shall mean the individual designated by District in accordance with <u>Section 7.1(a)</u>.
- "<u>Dollar</u>" and "<u>\$</u>" shall mean the lawful currency of the United States of America.
- "Effective Date" shall mean the date first set forth in the preamble.
- "Environmental Attributes" means all environmental and other attributes that differentiate the System or the energy generated by fossil-fuel based generation units, fuels or resources, characteristics of the System that may result in the avoidance of environmental impacts on air, soil or water, such as the absence of emission of any oxides of nitrogen, sulfur or carbon or of mercury, or other gas or chemical, soot, particulate matter or other substances attributable to the System or the compliance of the System or the energy output with the law, rules and standards of the United Nations Framework Convention on Climate Change (the "UNFCCC") or the Kyoto Protocol to the UNFCCC or crediting "early action" with a view thereto, or laws or regulations involving or administered by the Clean Air Markets Division of the Environmental Protection Agency or successor administrator or any state or federal entity given jurisdiction over a program involving transferability of Environmental Attributes and Reporting Rights.
- "Environmental Incentives" means all rights, credits (including tax credits), grants, rebates, benefits, reductions, offsets and allowances and entitlements of any kind, howsoever entitled or named (including carbon credits and allowances), whether arising under federal, state or local law, international treaty, trade association membership or the like arising from the Environmental Attributes of the System on each Site or the energy output or otherwise from the development, construction, installation or ownership of the System on each Site or the production, sale, purchase,

consumption or use of the energy output from each Site. Without limiting the forgoing, "Environmental Incentives" includes green tags, renewable energy credits, grants, tradable renewable certificates, portfolio energy credits, the right to apply for (and entitlement to receive) incentive programs offered by the State of California and the right to claim federal income tax credits under Section 45 or 48 of the Code as such credits are available arising from the Environmental Attributes of the system on each Site or the energy output or otherwise from the development, construction, installation or ownership of the System on each Site or the production, sale, purchase, consumption or use of the energy output from each Site.

"Equipment" shall mean (a) all materials, supplies, apparatus, machinery, equipment, parts, tools, components, instruments, appliances, spare parts and appurtenances thereto that are required for prudent design, construction or operation of the System in accordance with Industry Standards and (b) all materials, supplies, apparatus, machinery, equipment, parts, tools, components, instruments, appliances, spare parts and appurtenances thereto described in, required by, reasonably inferable from or incidental to the Work or the Contract Documents.

"Excusable Delay" shall mean a Delay outside of Contractor's control that prevents Contractor from achieving the Commercial Operation Date for any System in accordance with the Project Schedule, and to the extent that such Delay adversely affects the Work such that the performance of the Work is prevented or delayed, Contractor shall be entitled to an adjustment in the Construction Schedule and deadlines of this Agreement. For purposes of this Agreement, an Excusable Delay shall include any of the following events:

- (a) an act or failure to act of, or other delay caused by, or negligence of, District or its agents or employees;
- (b) changes in the design, scope or schedule of the Project unilaterally required by the District;
- (c) the suspension of Work in whole or in part by District;
- (d) labor disputes, fire, vandalism, delay in manufacturing and deliveries:
- (e) adverse weather conditions not reasonably anticipated and in excess of 150% of the normal weather (*e.g.*, rain, snow, sleet) for the local geographic area for the past ten (10) years as measured in a given month;
- (f) unforeseen conditions at any Site, including discovery or existence of Hazardous Substances;
- (g) the occurrence of a Force Majeure, or other unavoidable casualties or other causes beyond Contractor's control;
- (h) the failure to obtain any Utility Interconnection Agreement, permission to operate, Applicable Permit, CEQA/NEPA

approval or approval of a Governmental Authority or delays caused by changes and/or modifications to the Scope of Work as required by any Governmental Authority having jurisdiction over the Project;

- (i) any equipment or material delays caused by suppliers or vendors;
- (j) adverse changes to regulatory requirements;
- (k) any breach of this Agreement or the Utility Interconnection Agreement or any information provided to the Contractor by District or Utility is inaccurate or incomplete; or
- (I) any other cause outside Contractor's control after Contractor's best efforts to mitigate that delay, to the extent that Contractor is able to mitigate such delay, provided that a failure to perform of Contractor's subcontractors' shall not be an Excusable Delay, unless such subcontractors are unable to perform the Work as a result of any of the events described in this definition of "Excusable Delay".

"Facility" shall mean any and all properties of the District upon which the System shall be constructed or to which the System shall be connected, including land, buildings, structures, equipment, and electrical tie-in points.

"<u>Final Completion</u>" shall mean satisfaction or waiver of all of the conditions for completion of that portion of the System applicable to the scope of work as set forth in <u>Section 4.2</u>.

"Force Majeure Event" shall mean, when used in connection with the performance of a Party's obligations under this Agreement, any act or event (to the extent not caused by such Party or its agents or employees) which is reasonably unforeseeable, or being reasonably foreseeable, reasonably unavoidable (including by taking prudent protective and preventative measures) and outside the control of the Party which invokes it, and which renders said Party unable to comply totally or partially with its obligations under this Agreement. In particular, any of the following shall be considered a Force Majeure Event:

- (a) war (whether or not war is declared), hostilities, revolution, rebellion, insurrection against any Governmental Authority, riot, terrorism, acts of a public enemy or other civil disturbance;
- (b) acts of God, including but not limited to, unusually severe storms, floods, lightning, earthquakes, hailstorms, ice storms, tornados, typhoons, hurricanes, landslides, volcanic eruptions, winds in excess of ninety (90) miles per hour, and objects striking the earth from space (such as meteorites) sabotage or destruction by a third party (other than any contractor retained by or on behalf of the Party) of FACILITY and

- equipment relating to the performance by the affected Party of its obligations under this Agreement;
- (c) strikes, walkouts, lockouts or similar industrial or labor actions or disputes, in each case of a regional or national nature;
- (d) changes in Applicable Law after the Effective Date that materially impact a Party's ability to perform under this Agreement; and
- (e) acts of any Governmental Authority that materially restrict or limit Contractor's access to the Site.
- "Contract Approval Date" shall mean the date that District has approved this Agreement.
- "Governmental Authority" shall mean any national, autonomic, regional, province, town, city, or municipal government, or other administrative, regulatory or judicial body of any of the foregoing.
- "Hazardous Material" shall mean oil or petroleum and petroleum products, asbestos and any asbestos containing materials, radon, polychlorinated biphenyl's ("PCBs"), urea formaldehyde insulation, lead paints and coatings, and all of those chemicals, substances, materials, controlled substances, objects, conditions and waste or combinations thereof which are now listed, defined or regulated in any manner by any federal, state or Applicable Law.
- "Indemnified Party" shall have the meaning set forth in Section 6.3(d).
- "Indemnifying Party" shall have the meaning set forth in Section 6.3(d).
- "Industry Standards" shall mean those standards of care and diligence normally practiced by a majority of engineering, construction and installation firms in performing services of a similar nature in jurisdictions in which the Work will be performed and in accordance with good construction practices, Applicable Permits, and other standards established for such Work.
- "Manufacturer Warranty" shall have the meaning set forth in Exhibit C.
- "Party" shall mean, individually, each of the parties to this Agreement.
- "Person" shall mean any individual, corporation, partnership, company, joint venture, association, trust, unincorporated organization or Governmental Authority.
- "Project" shall mean the entirety of Work to be performed by Contractor pursuant to the terms and conditions of the Work and any Change Orders.
- "Receiving Party" shall have the meaning set forth in Section 7.7.
- "Representatives" shall mean the Contractor Representative and the District Representative and each may individually be referred to as a "Representative".

- "School District" shall have the meaning set forth in preamble.
- "Site" shall have the meaning set forth in the first recital, and is more fully described in Exhibit C. An individual Site shall mean any area of a property owned by the District upon which a System is constructed.
- "Subcontractor" shall mean any Person, other than Contractor and Suppliers, retained by Contractor to perform any portion of the Work (including any Subcontractor of any tier) in furtherance of Contractor's obligations under this Agreement.
- "Substantial Completion" shall mean satisfaction or waiver of all of the conditions for completion of that portion of the System as set forth in Section 5.1(c).
- "Substantial Completion Date" shall mean the actual date on which the Substantial Completion of the System, as defined in Section 5.1(c), has occurred.
- "Suppliers" shall mean those Equipment suppliers with which Contractor contracts to build the System.
- "System" shall have the meaning ascribed in the Recitals to this Agreement.
- "<u>Technical Dispute</u>" shall have the meaning set forth in <u>Section 7.5(b)</u>.
- "Third Party" shall have the meaning of any persons or entity not affiliated with Contractor or District.
- "<u>Unanticipated Condition</u>" shall have the meaning set forth in <u>Section 2.4</u>.
- "Work" shall mean all obligations, duties, and responsibilities assigned to or undertaken by Contractor and described in Exhibit C with respect to the System.
- "<u>Price</u>" shall mean the amount for performing the Work that is payable to Contractor as set forth in <u>Section 3.2</u>, as the same may be modified from time to time in accordance with the terms hereof, and as described in <u>Exhibit C</u>.

EXHIBIT B CERTIFICATIONS

Exhibit B-1 Fingerprinting / Criminal Background Investigation Certification

Exhibit B-2 Drug-Free Workplace / Tobacco-Free Environment Certification

FINGERPRINTING / CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION (EXHIBIT B-1)

The undersigned does hereby certify to the governing board of the as follows:
That I am a representative of the Contractor currently under contract ("Contract") with the; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.
Contractor certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):
The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with pupils in the course of providing Services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with pupils during the course and scope of the Contract is attached hereto; and/or
Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and pupils at all times; and/or
Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is
Name:
Title:
The Work on the Contract is at an unoccupied Site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contract with the pupils.
Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.
Date:
Proper Name of Contractor:
Signature:
Print Name:
Title·

<u>DRUG-FREE WORKPLACE / TOBACCO-FREE ENVIRONMENT CERTIFICATION</u> (EXHIBIT B-2)

organization av certify that it v each contract of contract or gran agency determ applicable sec provisions and	code section 8350 et seq., the Drug-Free Workplace Act of 1990, requires that every person or warded a contract or grant for the procurement of any property or service from any state agency must will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that or grant awarded by a state agency may be subject to suspension of payments or termination of the nt, and the contractor or grantee may be subject to debarment from future contracting, if the contracting ines that specified acts have occurred. The is not a "state agency" as defined in the tion(s) of the Government Code, but the is a local agency and public school under California law and requires all contractors on projects to comply with the requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. Il certify that it will provide a drug-free workplace by doing all of the following:
1	Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
2	Establishing a drug-free awareness program to inform employees about all of the following:
	 a. The dangers of drug abuse in the workplace. b. The person's or organization's policy of maintaining a drug-free workplace. c. The availability of drug counseling, rehabilitation, and employee-assistance programs. d. The penalties that may be imposed upon employees for drug abuse violations.
3	Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.
violated this ce subject to term	nat if the determines that I have either (a) made a false certification herein, or (b) prtification by failing to carry out the requirements of section 8355, that the Contract awarded herein is ination, suspension of payments, or both. I further understand that, should I violate the terms of the explace Act of 1990, I may be subject to debarment in accordance with the requirements of section 8350
	that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I he requirements of the Drug-Free Workplace Act of 1990.
Safety Code se are tobacco-free vehicles and vehicles and vehicles and vehicles are tobacco-free vehicles are	d pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq., Health & ction 104350 et seq. and
Date:	
Proper Name o	f Contractor:
Signature:	
Print Name:	
Title:	

EXHIBIT C

Photovoltaic Renewable Energy System Installation

PROJECT SCOPE OF WORK INDEX

Section 1	Basis of Energy Engineering
Section 2	Solar Plant Scope of Work
Section 3	Proposed Project Installation Timeline & Coordination
Section 4	Work Milestones
Section 5	Fixed Price Amount
Section 6	Progress Payment Schedule
Section 7	Performance and Payment Bonds

1.0 BASIS OF ENERGY ENGINEERING

Forecasted energy savings are the difference between the pre- and post-retrofit period consumption for the equipment included in the scope of Work. The pre-retrofit (or Baseline) data for this project covers the period from January 2019 through December 2019. The Baseline data takes into consideration the quantity of facilities and size; 2018/2019 building operational schedules; 2018/2019 School Calendar and 2018/2019 individual school Bell Schedules; occupancy factors and utilization; utility usage, costs and utility rates along with the available average ASHRAE weather files for the closest weather station. Except weather files, this data has been obtained from the Customer.

Since SitelogIQ does not control/follow the building operations on a day-by-day basis, it is virtually impossible to track the energy consumption and savings from utility bills due to many dynamic factors that are out of SitelogIQ's control. These factors (permanent or temporary) include, but are not limited to: weather changes; changes in the use of any facility and number of occupants (including, but not limited to, staff, faculty and students); changes to the hours of operation of any facility; changes to the control system scheduling; changes or modifications to the equipment or services provided under this Agreement; changes in utility suppliers, method of utility billing, number of days in the billing cycle, utility rates or method of utility purchasing; improper maintenance of the equipment or of any energy-consuming equipment; changes to the equipment or to any facility required by changes to building codes; additions or deletions of energy-consuming equipment; personal portable heaters; refrigerators and vending machines and/or additions or deletions of any facilities (i.e. portable classroom buildings), etc.

Therefore, engineering calculations approach is based on a measure-by-measure (ECM-by-ECM) basis and is to be derived by comparing the specific value of physical parameters after the installation to its value prior to the installations. For example: lighting systems retrofit (see below) will result in lower wattage consumption than Baseline scenario. This measure is not affected by weather changes, HVAC or other unrelated equipment energy consumption that are reflected in the utility bills. Below are some key characteristics and features of the measure-by-measure energy saving calculations method:

• It calculates savings based on Customer inputs, field measurements, and agreed upon assumptions and stipulations.

- It does not involve utility bill comparisons; however, utility bills may be analyzed to identify energy consuming trends and correlations.
- It is structured so that the individual measure's savings, as described in Scope of Work, shall not be affected by unrelated building modifications.

In any event, the overall energy use of the facility would be lower than if the energy saving measures (retrofits) identified in the facility solutions project herein had not been implemented.

If desired, SitelogIQ may provide additional utility data analysis and benchmarking based on the standard engineering principals for an additional fee (excluded from this Scope of Work). The Customer is to notify SitelogIQ in writing no later than thirty (30) days after any changes as outlined above made to the Property that would affect the energy usage at the Property. The Customer shall make available to SitelogIQ no later than thirty (30) days upon receipt, on a monthly basis for at least one year after Completion and Acceptance Date, copies of required energy bills, energy usage data, and any other such documentation related to changes to energy usage as outlined above.

Scope of Work presented herein is based on retrofits feasibility, cost effectiveness and maximum energy savings for the different ECM's. Equipment brand and/or materials noted herein can be substituted with equal equipment/materials based on the availability at the time of the scheduled installation, constructability and other considerations as determined by the engineer and project manager.

In order to achieve energy savings in the future years and for trouble-free operation, Customer agrees to maintain and service the equipment and systems included in the Scope of Work per equipment manufacturer's guidelines and in accordance with industry standards as applicable to the specific systems. The Customer may need to provide accurate preventative maintenance and repair records for any work performed on the systems included herein.

2.0 SOLAR PLANT SCOPE OF WORK

General

The scope of work for the new systems include engineering, permitting, procurement, construction, and commissioning, supervision, materials and supplies, labor, tools, construction equipment and machinery, utilities and transportation for the proper execution and completion of a fully integrated and operational System, unless otherwise excluded in this Scope of Work. SitelogIQ shall perform, supervise and direct the Work in accordance with Industry Standards, Applicable Law and Project Milestone dates.

2.1 Solar System Summary

The solar PV systems installations will be installed as illustrated in the Site Layout Plans provided in Section 2.14. Any changes to the location, size, or orientation shall constitute a Change Order. In summary, the solar PV systems will include the following:

- 1. **Martin Luther King Jr. Elementary School** solar installation will include one (1) electricity grid- connected carport structure photovoltaic systems with a total rated approximate capacity of 280.8 kW-DC-STC.
- 2. **Joseph M. Simas Elementary School** solar installation will include one (1) electricity grid-connected ground mounted photovoltaic system with a total rated approximate capacity of 189.5 kW-DC-STC.
- 3. **Monroe Elementary School** solar installation will include one (1) electricity grid-connected carport structure photovoltaic systems with a total rated approximate capacity of 168.5 kW-DC-STC.
- 4. In general, the PV Systems will consist of the following:
 - a. PV modules
 - b. PV module support structure
 - c. Inverter(s)
 - d. System electrical protection
 - e. Electrical disconnects
 - f. Switchgear
 - g. Control and monitoring systems
 - h. Computer Monitoring for system information installed in main office (Customer to provide internet access)
 - i. Outdoor rated equipment enclosures
 - j. Cables, wires, jumpers, connectors, system grounding and associated trenching and/or boring
 - k. Equipment foundations
 - l. Lighting
 - m. Signage
 - n. Fencing

2.2 Engineering Design Services

SitelogIQ shall be responsible for detailed design and operational coordination of equipment and materials installed for the System. SitelogIQ shall conform to Industry Standard and Applicable Law. The following design services shall be provided by SitelogIQ:

- A. Civil Engineering design, including the preparation of the following:
 - Site Plan
 - Geotechnical Report (if required)
- B. Structural Engineering Design, including:
 - Foundations and other structural concrete
 - PV module support structural design
 - Structural design calculations, as required
- C. Mechanical Systems design, as required.
- D. Electrical Systems design, including:
 - PV modules

- Inverter
- DC combiners, disconnects, fuses, and wiring
- AC breakers and disconnects
- Revenue metering
- Enclosures, conduit, and wiring
- Communications and control systems as described herein
- Other electrical systems included in the scope of work

2.3 Permits

SitelogIQ shall obtain and shall file on a timely basis any documents required to obtain Applicable Permits except those permits that are the responsibility of the Customer ("Customer Permits"). Customer shall obtain, and shall file on a timely basis, any documents required to obtain all such Customer Permits. Customer shall pay for all taxes, fees, and costs required to obtain all Permits.

Applicable Permits include:

- o Fire Marshall
- o General Construction and Building Permits

Customer Permits include:

- o CEQA (Categorical Exemption certified by the Customer is assumed for this project)
- o Easements required to complete the work.
- All other permits required for construction of the System, except for Applicable Permits

2.4 Procurement

SitelogIQ shall procure all materials and equipment included in the scope of work for the installation of a complete System under this Scope of Work with the exception of PV modules and inverters. These items will be procured under this Scope of Work as part of this Agreement.

2.5 Construction Services

The following services shall be provided by SitelogIQ as part of the general construction activities:

- A. Civil construction, including surveying, clearing, grubbing, tree removal, excavation, trenching, backfill, and fencing,
- B. Structural construction, including foundations, concrete work, grouting, anchors, erection of PV racks, shade structures, and other support structures
- C. Mechanical construction (if required)
- D. Electrical construction, including PV modules, combiners, inverter, disconnects, wiring, breakers, metering, control and monitoring systems, telecom systems, and lighting systems as required for a complete System
- E. Safety services, including on-site safety equipment, personnel training, and safety monitoring of construction activities
- F. Support services, including SitelogIQ's trailers, shaded worker rest areas, restroom facilities, and security

- G. Coordination with Customer's staff for site access, laydown, and storage with minimal interference with school operations
- H. Operator training services
- I. Restoration of landscape and hardscape to pre-construction condition, or in accordance with new design, as needed
- J. Construction inspections, material verification, and testing as required
- K. Lawful Disposal of refuse, spoils, chemicals, and waste materials associated with construction activities
- L. Testing and start-up services for electrical and control systems included in the scope of work. Testing shall include pre-operational functional tests, equipment calibration, and insulation resistance tests. All necessary test equipment and instrumentation will be provided.
- M. Miscellaneous consumable materials required to erect the System
- N. Coordination with Customer's Staff and Representatives, including Inspector of Record ("IOR") for all inspections and submittals.

2.6 **Documentation Submittals**

SitelogIQ will prepare and submit designs, drawings, and specifications to the Customer for review and approval. Customer shall review the documents and provide any comments in writing to SitelogIQ within ten (10) Business Days after receipt of such documents (the "Design Review Period"). SitelogIQ will proceed with the assumption that Customer has approved the documents if no comments are received within ten (10) Business Days. Any comments provided by Customer after ten (10) Business Days that result in re-work shall constitute a Change Order. Customer shall consolidate all comments for each review cycle such that SitelogIQ does not receive comments in separate submittals at different times from various Customer personnel. Any re-work as a result of receiving comments in separate submittals shall constitute a Change Order. To the extent consistent with Applicable Law and Industry Standards, SitelogIQ will incorporate Customer comments into the final designs, drawings, and specifications (the "Construction Documents"), as applicable. SitelogIQ shall submit such revised documents to Customer for additional Design Review Periods, which shall not extend longer than ten (10) Business Days, until Customer approves such revised documents subject to the terms of the Agreement.

The following list is not all inclusive but defines the Contract Documents that are required to be submitted by SitelogIQ for review and approval by the Customer.

- A. Facility drawing with Project improvements drawn to scale (Site Plan)
- B. Electrical design package including:
 - Single Line AC and DC diagrams
 - Communication, Monitoring and Control schematics
 - Electrical Circuit and Conduit schedule
 - Electrical Equipment installation plans
 - Lighting plan, if required
 - Placard schedule
 - Equipment data sheets
- C. Structural Calculations package including:

- Ground structural elements for ground-mount systems
- Equipment foundations and enclosures
- Security fencing
- D. System energy production calculations and software model based on Site Plan
- E. Approved Applicable Permits
- F. Geotechnical report including Project applicable soil properties (if required)
- G. Project Schedule
- H. Environment, Health and Safety Plan
- I. System Manual with specifications, startup, commissioning and testing procedures for relevant equipment.
- J. System Operation and Maintenance manual (O&M plan)
- K. As-Builts (Record Drawings)
- L. Professional Engineer Wet Stamps and signatures on final design documents:
 - Electrical Design package
 - Structural Calculation package
- M. Interconnection Agreement with Local Utility
- N. Documentation for Rate Change with Local Utility

2.7 Workmanship Warranty

Commencing on the Final Completion Date and for a period of one (1) year thereafter, SitelogIQ warrants that the Systems will be free from defects ("Workmanship Warranty"). If a System has a defect, and Customer provides written notification of said defect within the one (1) year workmanship warranty period, SitelogIQ will, at its option, either repair or replace the portion of the System that is defective at no cost to Customer within forty-five (45) days of notification. The Workmanship Warranty shall not apply to the extent such defect is caused by any of the following:

- (f) Alterations or repairs made to the supporting structure of any System or associated wiring and parts without SitelogIQ's prior written approval;
- (g) Failure of a System to perform caused by legislative, administrative, or executive regulation, order or requisition of the government, local utility or public utilities commission, or any state, provincial or municipal government or official;
- (h) Use of a System beyond the scope contemplated in its operating manuals or technical specifications;
- (i) Damage to a System not caused directly or indirectly by SitelogIQ or its Subcontractors under any agreement between SitelogIQ and Customer;
- (j) Force Majeure Events;
- (k) A change in usage of that portion of the Site on which the System is located which may affect building or site permits and related requirements, without the written approval of SitelogIQ, or a change in ownership of building or property and the new owner has not signed an assumption agreement of the terms and conditions herein,
- (I) Any defect of deficiency to the extent the same results from a specific written direction from the Customer if, prior to implementing such written direction, SitelogIQ advised Customer that Customer's written direction would so affect the warranty provided by SitelogIQ hereunder.

2.8 Manufacturer Warranties

SitelogIQ shall procure and assign to Customer warranties from the equipment manufacturers (the "Manufacturer Warranty") to the extent said equipment is purchased and provided for the Solar Plant by SitelogIQ. Solar energy equipment included in the scope of work for electricity generation (PV modules, inverters) shall have a minimum ten (10) year manufacturer performance warranty to protect against degradation of electrical generation output of more than 15% from their originally rated electrical output. Except as expressly provided in this Agreement, SitelogIQ's obligations under this warranty do not apply to any defects whatsoever in the equipment purchased and provided by SitelogIQ for the Solar Plant, provided SitelogIQ has procured and assigned to Customer the Manufacturer Warranty of such equipment. SitelogIQ makes no representation or warranty, and Customer shall seek no recourse from SitelogIQ, regarding the Manufacturer Warranties, including, without limitation, any degradation in electrical generation output of the PV modules.

SitelogIQ shall require that Manufacturers provide the following warranties:

- **a.** Inverters shall have a ten (10) year standard Manufacturer Warranty.
- **b.** PV modules shall have the following standard Manufacturer Warranties:
 - i. Five (5) year material and workmanship warranty;
 - ii. Ten (10) year power output warranty at ninety percent (90%) of rated nominal power output; and
 - iii. Thirty (30) year power output warranty at eighty percent (80%) of rated nominal power output.
- **c.** Meters shall have a one (1) year standard Manufacturer Warranty.

2.9 Performance Test

SitelogIQ is responsible for conducting the Performance Test of the complete System, including PV modules, inverters, metering, controls, and accessories. SitelogIQ shall provide all test equipment and special instrumentation required for the tests.

SitelogIQ shall operate the System during the Performance Tests. Customer shall be entitled to be present during any Performance Test.

Upon completion of any Performance Test, SitelogIQ shall submit promptly the relevant certificate containing the results of such Performance Test to Customer's Representative as soon as practicable, but in any event within five (5) Business Days. Customer's Representative shall promptly review such certificate and the results set forth therein and shall determine whether the Performance Test has been successfully completed within five (5) Business Days following receipt of such certificate.

If the System fails to satisfy any Performance Test, Customer's Representative shall execute the certificate including the Performance Test that failed. SitelogIQ shall repeat the Performance Test one or several times before Final Completion of the System. SitelogIQ shall take all corrective actions so that the System may successfully complete the Performance Tests, without prejudice to Customer's rights and remedies in accordance with this Agreement.

The Performance Test is the ability of the System to demonstrate Actual System Power Output is

consistent with the Nameplate Rated Capacity during the test period commencing immediately after Substantial Completion and permission has been provided by the local utility.

The following additional definitions apply to the System Performance Test:

- "Actual System Power Output" means the AC kilowatt hour output of the System measured at the revenue meter at the Site adjusted for Standard Test Conditions, ancillary loads, System losses, and ambient conditions.
- "Nameplate Rated Capacity" means the total Nameplate Rated Capacity (kW-DC-STC) as calculated by adding the PV module nameplate ratings at Standard Test Conditions (STC) of the PV modules in the System.
- "Standard Test Conditions (STC)" are defined as the following:
 - o Irradiance in the plane of the array (average module tilt angle and orientation of the System) of $1,000 \text{ W/m}^2$.
 - o 25°C module cell operating temperature as measured at the back surface or cell of the module.
 - o Air Mass (AM) of 1.5.
- "Test Period" means a qualified period of time following Substantial Completion during which the Actual System Power Output and ambient conditions are measured and recorded. The Test Period shall consist of at least five (5) valid days. A day is considered valid if a wide distribution of data is collected over the range of insolation values from 200 to 1000 W/m². Each day shall have an adequate number (320 minimum) of valid data points in both the morning and afternoon.
- A successful test will demonstrate that the Actual System Power Output equals or exceeds
 ninety-five percent (95%) of the Nameplate Rated Capacity. If the Actual System Power
 Output does not meet this criteria, SitelogIQ shall investigate the System for defects, make
 any necessary corrections, and retest the System to achieve a successful Performance Test.

Actual System Power Output generated has been estimated based on the actual utility rates & billing structure at this time. Minor changes or modifications to the utility rate structure may positively or negatively affect financial benefits. Utility billing structure is out of SitelogIQ's control.

2.10 Project Closeout

- **a.** SitelogIQ shall deliver to Customer an owner's manual, operator's manual and asbuilt drawings for the System no later than ninety (90) days after Substantial Completion occurs. For the avoidance of doubt, the as-built drawings shall be included in the punchlist items.
- b. At Customer's request, SitelogIQ shall provide Customer's personnel with no less than one (1) full Day of detailed and complete on-site operation training with respect to the System. Customer's personnel shall have the qualifications necessary to perform their activities and will be hired by Customer or its Affiliate. SitelogIQ shall provide Customer reasonable assistance in soliciting and obtaining any subsidies, rebates or incentives that may be available from any Governmental Authority pursuant to or in

connection with the purchase or operation of the System or otherwise. SitelogIQ makes no representation nor warranty to Customer as to the availability or amount of any such subsidies, rebates or incentives.

2.11 Customer Responsibilities

SitelogIQ shall not be obligated to perform any work or activity beyond the scope of the work and its other obligations under this Agreement. In particular, the following shall not be included in the Scope of Work and therefore shall be performed by Customer:

- a. The Customer shall furnish, to the extent not already provided to SitelogIQ: (a) all surveys or other information in Customer's possession that describe the physical characteristics, legal limitations, and utility locations in and around the Site; (b) any prior environmental review documentation and all known information in Customer's possession concerning subsurface conditions, including without limitation the existence of any known Hazardous Materials, in or around the general area of the Site where the Work will be performed; (c) all relevant information in Customer's possession, including any structural or other relevant as-built drawings and photographs, of prior construction undertaken in the general area where the Work will be performed; (d) title reports less than one (1) year in age; and (e) any and all easements, zoning variances, planning approvals, including any resolution of any environmental impact issues, and any other legal authorization regarding utilization of the Site essential to the execution of the Work.
- b. Customer shall provide continuous access to the Site to perform the Work according to the Construction Schedule;
- c. Customer shall make water source available at the Site for construction water;
- d. Customer shall obtain the Customer Permits:
- e. Customer shall be responsible for hiring and paying for a Division of State Architect certified Inspector of Record;
- f. Customer shall select its own personnel so that it is present at the date of Substantial Completion;
- g. Customer shall pay for and provide communication access for system monitoring;
- h. Customer shall pay for all taxes, fees, and costs required to obtain all Permits;
- i. Customer shall provide access to, and allow SitelogIQ the use of, water lines, sewer lines, storm water lines, power lines, fuel lines, telephone and communication lines, pipelines, and drainage ditches; and
- j. Customer shall be responsible for operating the System from and after Substantial Completion.

2.12 General Clarifications & Qualifications to Scope of Work

a. Scope of Work Price assumes one (1) review cycle by Customer of the equipment layout drawings, one (1) review cycle by Customer of final design documentation, and

- one (1) final set of as-built drawings delivered to Customer in electronic format and hard copy.
- b. Schedule and Scope of Work Price assumes Customer will review and provide comments on drawings within 10 business days.
- c. Scope of Work Price is based on code approved conduit and wiring methods.
- d. Scope of Work Price assumes that SitelogIQ will not encounter any Rock during trenching and excavating.
- e. Scope of Work Price assumes that SitelogIQ will not encounter any ground water during trenching and excavating.
- f. Wiring from PV panels to combiners is USE cable and not placed in raceways.
- g. Grounding as required by NEC.
- h. AC and DC wiring to be aluminum where possible.
- i. Scope of Work Price is based on the COMEX and The Steel Index (TSI) material pricing as of the Effective Date. Increases to COMEX and The Steel Index (TSI) may result in an increase in the Contract Price.
- j. Scope of Work Price is based on site parking being available to all SitelogIQ and Subcontractor employees.
- k. Scope of Work Price is based on straight time Monday to Friday (no holidays) work week, 40 hours per week between 6:00 AM and 6:00 PM.
- 1. Scope of Work Price and schedule assumes that Customer will receive all necessary easements within 45 business days after the Effective Date.
- m. Scope of Work assumes there are no existing encumbrances or easements on the site.
- n. Scope of Work Price and Schedule assumes that the Customer has closed all previous construction projects with the Division of State Architecture that may cause a delay in the approval of this Project.

2.13 Solar Scope of Work Exclusions

The Solar Work excludes the following:

- a. Plumbing, Fire Sprinklers, Fire and Life Safety equipment and its components.
- b. Warranty, repair and/or upgrade of the existing mechanical, plumbing and electrical systems, air distribution and control systems found in disrepair or not compliant to code. Any and all systems and structure defects repairs/replacements as a result of pre-existing condition.
- c. Upgrade of the existing site electrical service capacity.
- d. Any upgrades to existing parking lots, sidewalks, etc. unless otherwise included in scope.
- e. Drill hole casing, water mitigation, or Rock drilling.
- f. Hazardous material abatement and/or removal of any kind.
- g. DSA Plan Check Fees.
- h. Inspector of Record fees.
- i. Storm Water Pollution Prevention Plan (SWPPP).

- j. Americans with Disabilities Act (ADA) improvements including curb cutting, truncated dome installation, repainting, restriping, or installation of new signs other than what is required for installation of the PV systems or otherwise provided in the scope of work.
- k. California Solar Initiative (CSI) Incentive application fees.
- 1. Tree Mitigation Costs.
- m. String level monitoring.
- n. Relocation and modification of underground utilities.
- o. Premium time (except for utility tie-in).
- p. Field painting lot striping, conduit painting, etc. above and beyond any items altered during construction or otherwise specified in the scope of work.
- q. Asphalt (fog, coating, and striping)
- r. Operation and Maintenance services.
- s. Other Fees (plan check, utility permits, parking, etc.).
- t. Any additional costs associated with COVID-19 (this includes, but not limited to, safety training, sanitizing equipment, limitation on number of workers in a space, etc.).
- u. Any items not specified in this scope.

SitelogIQ will notify the Customer of any excluded work or repairs which are necessary to the function of the Work as soon as SitelogIQ becomes aware of such, and before proceeding with related work.

2.14 Site Plans

Martin Luther King Jr. Elementary School PV Layout



Joseph M. Simas Elementary School PV Layout



Monroe Elementary School PV Layout



3.0 PROPOSED PROJECT INSTALLATION TIMELINE & COORDINATION

This project will require extensive scheduling and coordination to ensure the efficient implementation of the Work shown herein. SitelogIQ will provide a complete PV System at a given building or site.

The Customer shall provide safe access to the buildings and provide the necessary security for students and staff safety during the rigging and equipment handling process. During the retrofit services, areas of the building designated by SitelogIQ may need to be vacated to ensure the safety of the occupants. It will be the Customer's responsibility to temporarily relocate the students to other classrooms and/or, if needed, provide temporary facilities for the duration of the given phase of each project.

In order to minimize the disruption of Customer's operation, coordination and scheduling items shall include but are not limited to multiple trips to the job site, multiple equipment riggings, temporary relocation of the tenants (students), etc. SitelogIQ will work with the Customer to develop a detailed project schedule. Once the project schedule is confirmed, SitelogIQ will provide the Customer with a Schedule of Values and a progress payment schedule, which corresponds to the project schedule. The installation of this project will start upon executing this Agreement and ordering and obtaining all necessary equipment, parts and materials needed for installation. It is anticipated the construction phase of this project would be performed in 2020-2021.

Customer and its representatives shall coordinate all the project activities with SitelogIQ's Project Manager only.

4.0 WORK MILESTONES

Estimated Work Milestone Schedule			
Milestone	Milestone Date		
Notice to Proceed	TBD		
Construction Mobilization	Notice to Proceed + 12 weeks		
Substantial Completion	Notice to Proceed + 40 weeks		
Final Completion	Notice to Proceed + 52 weeks		

SitelogIQ shall be given a day-for-day slip in the Work Milestone Schedule for a delay in the Funding Date beyond the date shown above.

5.0 FIXED PRICE AMOUNT

The fixed price for this Scope of Work is \$2,473,151.00

6.0 PROGRESS PAYMENT SCHEDULE

The Customer shall pay to SitelogIQ the progress payments set forth below when SitelogIQ has completed the Work associated with such payment. SitelogIQ must submit documentation at the time of invoicing for related progress payments.

Progress Payments Schedule		
Payment Milestone	% of Total Task Order Price	
Funding Date	10%	
Progress Payments	75%	
Substantial Completion	10%	
Final Completion	5%	

7.0 PERFORMANCE AND PAYMENT BONDS

Upon the written request of the Customer prior to commencement of work, SitelogIQ shall provide evidence of the following bonds to Customer:

- a. Performance Bond. A bond issued by a corporate surety authorized to issue surety insurance in California, and reasonably acceptable to Customer, in an amount equal to one-hundred percent (100%) of this Scope of Work Price payable under the Agreement securing the faithful performance of this Scope of Work; and
- b. Payment Bond. A bond issued by a corporate surety authorized to issue surety insurance in California, and reasonably acceptable to Customer, in an amount equal to one-hundred percent (100%) of this Scope of Work Price payable under the Agreement securing the payment of all claims for the performance of labor or services on, or the furnishing of materials for, the performance of this Scope of Work.

The Performance and Payment Bonds shall guarantee timely completion of the Work in accordance with this Scope of Work and shall cover the installation period. The warranty period shall extend one (1) year following Final Completion.

The surety, having provided the Performance and Payment Bonds under this Scope of Work, shall assume no liability to SitelogIQ, Customer or any third parties, should SitelogIQ fail, for any reason, to deliver acceptable warranties beyond the one (1) year warranty period following Final Completion.

EXHIBIT E INSURANCE

Contractor Insurance Requirements

- 1. <u>Required Coverages.</u> Contractor shall carry and maintain with carriers or self insurance, as a minimum, the following insurance coverage:
 - i. Workers Compensation Insurance and Employers Liability. In accordance with the laws of the state of where work may be done with limits for employers liability in the minimum amount of one million dollars (\$1,000,000) for each occurrence and one million dollars (\$1,000,000) for each occurrence of bodily injury on a per employee basis;
 - ii. <u>Commercial General Liability.</u> One million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) in the aggregate for bodily injury, personal injury and property damage, products and completed operations:
 - iii. <u>Commercial Automobile Liability, Any Auto</u>. One million dollars (\$1,000,000) per accident including owned, non-owned, and hired automobiles.
 - iv. Excess coverage of four million dollars (\$4,000,000) per occurrence and aggregate, or any other equivalent, available insurance coverage of the Contractor.
- 2. <u>Policy Endorsements</u>. Insurance coverage required to be maintained by Contractor under this Agreement shall:
 - i. provide a severability of interests or cross liability clause for Commercial General Liability Insurance;
 - ii. except in the case of worker's compensation insurance and other statutory insurances where it would be inappropriate, name District and others as may be reasonably required by District, as additional insured's; and to the extent permissible in accordance with the policy, include a waiver of subrogation by the insurers in favor of District and each of its respective assignees, Affiliates, agents, officers, directors, employees, insurers or policy issuers and a waiver of any right of the insurers to any set-off or counterclaim, whether by endorsement or otherwise, in respect of any type of liability of any of the Persons insured under any such policies.
- 3. <u>Certificates</u>. Contractor shall throughout the Agreement Term provide certificate(s) and/or memoranda of insurance evidencing the coverage specified in this Attachment E to District upon District's reasonable request.

District Insurance Requirements

- 1. <u>Required Coverage.</u> District shall carry and maintain with carriers or self insurance, as a minimum, the following insurance coverage:
 - i. Workers Compensation Insurance and Employers Liability. In accordance with the laws of the state of where work may be done with limits for employers liability in the minimum amount of one million dollars (\$1,000,000) for each occurrence and one million dollars (\$1,000,000) for each occurrence of bodily injury on a per employee basis;
 - ii. <u>Commercial General Liability.</u> One million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) in the aggregate for bodily injury, personal injury and property damage, products and completed operations:
 - iii. <u>Commercial Automobile Liability, Any Auto</u>. One million dollars (\$1,000,000) per accident including owned, non-owned, and hired automobiles.
 - iv. Excess coverage of four million dollars (\$4,000,000) per occurrence and aggregate, or any other equivalent, available insurance coverage of the Contractor.
- 2. <u>Policy Endorsements</u>. Insurance coverage required to be maintained by District under this Agreement shall provide a severability of interests or cross liability clause for Commercial General Liability Insurance;
- 3. <u>Certificates</u>. District shall throughout the Agreement Term provide certificate(s) and/or memoranda of insurance evidencing the coverage specified in this Attachment E to Contractor upon Contractor's reasonable request.

EXHIBIT F

CERTIFICATE OF SUBSTANTIAL/FINAL COMPLETION AND ACCEPTANCE

The undersigned	l,		("	the	Dist	rict"), l	naving	its	office a	t
("Agreement") da	nted,		_, 2020,	with	the	Facility	Solutio	ns ——	Agreemen	t -
(),	does hereby certify	as iono	ows:							
1. I ar of the Dist	n authorized to issu rict.	e this [S	Substantia	al][Fi	nal] (Completi	on Certif	icat	e on behal	f
	of the date hereof, an pursuant to the Ag					ievemen	t of [Sub	star	ntial][Final]
ACCEPTANCE										
Contractor:										
Name:										
Title:										
District:	_SCHOOL DISTRIC	Т								
	_ School Distric									
Name:										
Title:										

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler
FROM: David Endo
DATE: 11/09/2020
FOR: Board Meeting Superintendent's Cabinet
FOR: Information Action
Date you wish to have your item considered: 11/18/2020
ITEM: Consider approval of the Kings County Treasurer's Quarterly Compliance Report.
PURPOSE: Enclosed is the Kings County Investment Pool compliance report for the quarter ending 09/30/2020. The interest rate for the quarter was 1.2803%.
FISCAL IMPACT: None.

RECOMMENDATIONS:

Approve the Kings County Treasurer's Quarterly Compliance Report.



COUNTY OF KINGS DEPARTMENT OF FINANCE

JAMES P. ERB, CPA • DIRECTOR OF FINANCE 1400 W. LACEY BLVD • HANFORD, CA 93230

ACCOUNTING DIVISION (559) 852-2455 • FAX: (559) 587-9935

TAX COLLECTOR • TREASURER DIVISION TAX: (559) 852-2479 • TREASURER (559) 852-2477 FAX: (559) 582-1236

DATE:

October 23, 2020

TO:

Treasury Depositors

Board of Supervisors

County Treasury Oversight Committee

FROM:

James P. Erb, CPA, Director of Finance

SUBJECT:

Quarterly Portfolio Compliance Report

Enclosed is the Kings County Treasurer's - Quarterly Compliance Report for the period July 1 – September 30, 2020. The interest rate for the quarter for funds held by the Treasury was 1.2803%.

If you have any questions on the report or the portfolio, please feel free to call Tammy Phelps, Assistant Director of Finance - Treasury, at 852-2462.

Encl. 1

Kings County Treasurer's Statement of Interest Earnings

For the Period July 1, 2020 - September	r 30, 2020						
POOLED INVESTMENT ACCOUNT:							
Gross Interest Earnings (on Accrual Basis)	\$1,406,419						
Less: Administrative Expenses	(103,289)						
Banking Expenses	(3,461)						
Prior Qtr int adjustments	49,173						
Net Interest Earnings Apportioned	\$1,348,842						
Portfolio Return of Investment:							
Average Pooled Funds Invested	\$409,198,138						
Gross Yield on Investments	1.3673%						
Net Yield on Investments	1.3114%						
Treasury Return on Investment:							
Average Pooled Funds In Treasury	\$419,108,172						
Gross Yield Pooled Treas Funds	1.3350%						
Net Yield on Pooled Treasury Funds	1.2803%						
DIRECT INVESTMENT ACCOUNT:							
Average Direct Funds Invested	\$745,074						
TOTAL AVERAGE FUNDS INVESTED:	\$409,943,212						

YIELD TRENDS							
Gro	ss Yield H	History*					
Quarter	Pool	LAIF					
Sep-20	1.3673%	0.8452%					
Jun-20	1.6573%	1.3581%					
Mar-20	2.0807%	2.0260%					
Dec-19	2.1773%	2.2813%					
Sep-19	2.1504%	2.4462%					
Jun-19	2.2076%	2.5655%					
Mar-19	2.1971%	2.5464%					
Dec-18	1.9793%	2.3994%					
Sep-18	1.8644%	2.1570%					
Jun-18	1.7292%	1.9042%					
Mar-18	1.4226%	1.5095%					
Dec-17	1.3133%	1.2049%					
Sep-17	1.2618%	1.0741%					
Jun-17	1.2309%	0.9239%					
Mar-17	1.1653%	0.7761%					
Dec-16	1.1055%	0.6778%					
Sep-16	0.9785%	0.6046%					
Jun-16	1.0600%	0.5473%					

*The yield history represents gross portfolio yields; costs have not been deducted.

Kings County Treasurer's Liquidity Projections for the Period October 1, 2020 - September 30, 2021 (In Thousands)

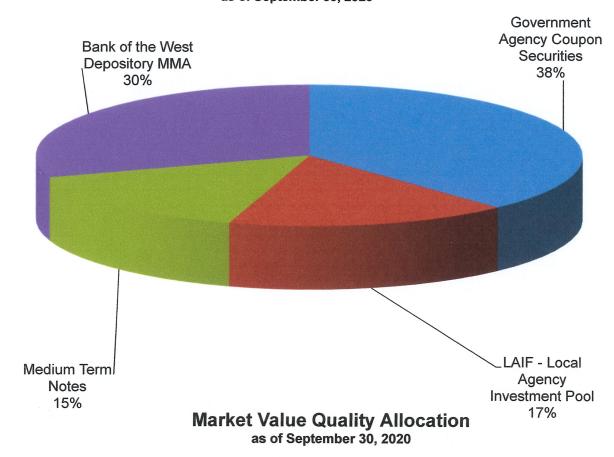
			(iii inousand	15)				
	Α	В	C		D	E	F	G
ACTUAL	TREASURER'S	TREASURER'S	TREASURER'S		INVESTME	ENTS		ESTIMATE
MONTH/	RECEIPTS	DISBURSEMENTS	SURPLUS or	MONTH	PORTFOLIO		TOTAL	SURPLUS
YEAR	ACTUAL	ACTUAL	(DEFICIT) (A-B)	YEAR	MATURITIES	LAIF	(D+E)	(F+C)
Jul-20	96,071	96,584	(513)	Jul-21	0	29,529	29,529	29,016
Aug-20	56,514	67,052	(10,538)	Aug-21	6,000	29,016	35,016	24,478
Sep-20	112,202	69,261	42,941	Sep-21	3,000	24,478	27,478	70,419
Oct-19	74,451	66,683	7,768	Oct-20	12,000	75,000	87,000	94,768
Nov-19	77,089	69,746	7,343	Nov-20	0	75,000	75,000	82,343
Dec-19	125,915	72,839	53,076	Dec-20	8,000	75,000	83,000	136,076
Jan-20	87,562	95,590	(8,028)	Jan-21	3,000	75,000	78,000	69,972
Feb-20	55,148	67,286	(12,138)	Feb-21	6,000	69,972	75,972	63,834
Mar-20	83,362	72,356	11,006	Mar-21	9,000	63,834	72,834	83,840
Apr-20	103,907	78,750	25,157	Apr-21	2,000	75,000	77,000	102,157
May-20	55,351	75,880	(20,529)	May-21	0	75,000	75,000	54,471
Jun-20	37,408	65,350	(27,942)	Jun-21	3,000	54,471	57,471	29,529
TOTALS	964,980	897,377	67,603		52,000			

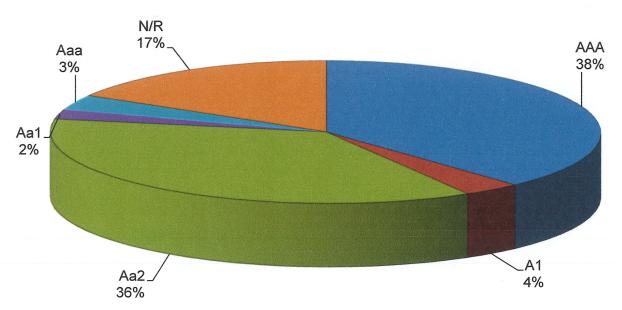
NOTE: Maximum LAIF balance was increased on January 1, 2016 from \$50,000,000 to \$65,000,000.

Sufficient liquidity exists to meet the mandated six months cash flow expenditure requirements. The historical receipts have been adjusted for expected non-re-occurring participant activity.

KINGS COUNTY POOLED INVESTMENTS PORTFOLIO STATISTICS

Book Value by Investment Type as of September 30, 2020







Kings County Investment Pool Portfolio Management **Portfolio Summary September 30, 2020**

Kings County 1400 W. Lacey Blvd. Kings County Govt. Center Hanford, CA (559)582-3211

Investments	Par Value	Market Value	Book Value	% of Portfolio	Days to Maturity	YTM 365 Equiv.	YTM 360 Equiv.
Government Agency Coupon Securities	s 170,000,000.00	171,665,950.00	170,232,644.58	38.00	1,197	1.471	1.451
LAIF - Local Agency Investment Pool	75,000,000.00	75,000,000.00	75,000,000.00	16.74	1	1.410	1.391
Medium Term Notes	68,000,000.00	69,696,280.00	67,738,421.54	15.12	518	2.549	2.514
BofW MMA Deposit Account	135,029,106.83	135,029,106.83	135,029,106.83	30.14	1	0.299	0.295
Investments	448,029,106.83	451,391,336.83	448,000,172.95	100.00%	534	1.271	1.253
Cash and Accrued Interest					<u>, , , , , , , , , , , , , , , , , , , </u>		
Passbook/Checking (not included in yield calculations)	5,157,554.17	5,157,554.17	5,157,554.17		1	1.000	0.986
Accrued Interest at Purchase *		0.00	0.00				
Ending Accrued Interest		1,254,513.36	1,254,513.36				
Subtotal		6,412,067.53	6,412,067.53				
Total Cash and Investments	453,186,661.00	457,803,404.36	454,412,240.48		534	1.271	1.253
Total Earnings	September 30 Month Ending	Fiscal Year To [Date				
Current Year	484,132.86	1,513,766.37					* 530.00 Accrued at Purcha

rotai Earnings	September 30 Month Ending	ristal leal to Date	
Current Year	484,132.86	1,513,766.37	* 530.00 Accrued at Purchase is Included in Book Value.

Average Daily Balance

423,101,312.81

386,996,802.36

Effective Rate of Return

1.55%

The Pooled Portfolio was in compliance during the quarter ending September 30, 2020, with California Government Code Sections 53601 et.seq. and 53635, and the Director of Finance's Statement of Investment Policy dated January 1, 2020. Market prices are provided by Union Bank of California and are as of the last business day of the month. Ratings listed in the Portfolio Reports are issued by Moody's Rating Agency. If you have any questions about the Pooled Investment Fund, please call Tammy Phelps, Assistant Director of Finance - Treasury, at (559) 852-2462.

CPA, Kings County Director of Finance

10-23-2020

Kings County Investment Pool Portfolio Management Portfolio Details - Investments September 30, 2020

Page 1

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's		Days to Maturity	
Government Ag	ency Coupon Secu	urities										
3135G0U84	180042	Federal Nat'l Mortgage Assoc.		04/15/2019	3,000,000.00	3,006,750.00	3,006,645.41	2.875	AAA	2.387	29	10/30/2020
3134GB6C1	170010	Federal Home Loan Mort. Co.		12/18/2017	3,000,000.00	3,012,120.00	3,000,000.00	2.000	AAA	1.973	78	12/18/2020
3134GBSW3	160067	Federal Home Loan Mort. Co.		06/28/2017	2,000,000.00	2,007,160.00	1,999,942.58	1.750	AAA	1.732	82	12/22/2020
3134GB5E8	170009	Federal Home Loan Mort. Co.		12/28/2017	3,000,000.00	3,013,410.00	3,000,000.00	2.000	AAA	1.973	88	12/28/2020
3137EAEL9	190039	Federal Home Loan Mort. Co.		12/13/2019	3,000,000.00	3,025,140.00	3,010,710.64	2.375	AAA	1.628	138	02/16/2021
3133EKCS3	180043	Federal Farm Credit Bank		04/15/2019	3,000,000.00	3,032,100.00	3,002,030.90	2.550	AAA	2.377	161	03/11/2021
3133EJ2S7	180014	Federal Farm Credit Bank		12/12/2018	3,000,000.00	3,035,250.00	2,999,153.33	2.770	AAA	2.791	162	03/12/2021
3130A1W95	190035	Federal Home Loan Banks		12/11/2019	3,000,000.00	3,044,010.00	3,017,400.00	2.250	AAA	1.638	253	06/11/2021
313383ZU8	190034	Federal Home Loan Banks		12/06/2019	3,000,000.00	3,080,670.00	3,041,223.97	3.000	AAA	1.578	344	09/10/2021
3130AHJY0	190036	Federal Home Loan Banks		12/11/2019	3,000,000.00	3,049,920.00	2,998,885.96	1.625	AAA	1.627	414	11/19/2021
313378WG2	180044	Federal Home Loan Banks		04/15/2019	3,000,000.00	3,101,820.00	3,004,952.93	2.500	AAA	2.352	526	03/11/2022
3133ELAE4	190037	Federal Farm Credit Bank		12/11/2019	3,000,000.00	3,082,560.00	2,997,975.70	1.625	AAA	1.637	690	08/22/2022
3135G0W33	190038	Federal Nat'l Mortgage Assoc.		12/11/2019	3,000,000.00	3,070,410.00	2,983,334.01	1.375	AAA	1.637	705	09/06/2022
3134GUR93	190040	Federal Home Loan Mort. Co.		01/13/2020	3,000,000.00	3,000,540.00	3,000,000.00	1.720	AAA	1.697	742	10/13/2022
3133ELHC1	190042	Federal Farm Credit Bank		01/13/2020	3,000,000.00	3,002,430.00	3,000,000.00	1.670	AAA	1.647	834	01/13/2023
3133ELJN5	190043	Federal Farm Credit Bank		01/24/2020	3,000,000.00	3,044,070.00	3,000,000.00	1.640	AAA	1.618	845	01/24/2023
3133ELMD3	190051	Federal Farm Credit Bank		02/10/2020	3,000,000.00	3,013,170.00	3,000,000.00	1.600	AAA	1.578	862	02/10/2023
3130AJ3B3	190052	Federal Home Loan Banks		02/24/2020	3,000,000.00	2,982,990.00	3,000,000.00	1.600	AAA	1.578	876	02/24/2023
3133ELUJ1	190055	Federal Farm Credit Bank		03/24/2020	3,000,000.00	3,008,940.00	3,000,000.00	1.000	AAA	0.986	904	03/24/2023
3134GVCL0	190054	Federal Home Loan Mort. Co.		02/20/2020	3,000,000.00	3,005,730.00	3,000,000.00	1.700	AAA	1.677	1,145	11/20/2023
3133ELAN4	190026	Federal Farm Credit Bank		11/22/2019	3,000,000.00	3,047,130.00	3,000,000.00	1.680	AAA	1.657	1,147	11/22/2023
3134GTXA6	190004	Federal Home Loan Mort. Co.		07/08/2019	3,000,000.00	3,012,690.00	3,000,000.00	2.000	AAA	1.973	1,194	01/08/2024
3134GTS61	190011	Federal Home Loan Mort. Co.		08/05/2019	3,000,000.00	3,017,400.00	3,000,000.00	2.100	AAA	2.071	1,222	02/05/2024
3130AFW94	190030	Federal Home Loan Banks		12/03/2019	3,000,000.00	3,226,800.00	3,082,759.47	2.500	AAA	1.657	1,230	02/13/2024
3130AHZT3	190048	Federal Home Loan Banks		02/26/2020	3,000,000.00	2,982,750.00	3,000,000.00	1.700	AAA	1.677	1,243	02/26/2024
3134GS7D1	180027	Federal Home Loan Mort. Co.		03/26/2019	3,000,000.00	3,032,010.00	3,000,000.00	2.700	AAA	2.663	1,272	03/26/2024
3130AHH71	190023	Federal Home Loan Banks		11/07/2019	3,000,000.00	2,998,110.00	3,000,000.00	1.850	AAA	1.825	1,314	05/07/2024
3130AGL45	180050	Federal Home Loan Banks		06/21/2019	3,000,000.00	3,039,810.00	3,000,000.00	2.250	AAA	2.219	1,359	06/21/2024
3135G0V75	190029	Federal Nat'l Mortgage Assoc.		12/03/2019	3,000,000.00	3,166,320.00	3,008,042.69	1.750	AAA	1.657	1,370	07/02/2024
3134GTS20	190010	Federal Home Loan Mort. Co.		08/02/2019	3,000,000.00	3,042,660.00	3,000,000.00	2.070	AAA	2.042	1,401	08/02/2024
3134GU6G0	190047	Federal Home Loan Mort. Co.		02/05/2020	3,000,000.00	3,030,150.00	3,000,000.00	1.700	AAA	1.677	1,404	08/05/2024
3135G0ZR7	190028	Federal Nat'l Mortgage Assoc.		12/03/2019	3,000,000.00	3,277,710.00	3,108,516.99	2.625	AAA	1.657	1,436	09/06/2024
3133EK4B9	190017	Federal Farm Credit Bank		10/28/2019	3,000,000.00	3,034,200.00	3,000,000.00	1.820	AAA	1.795	1,488	10/28/2024
3130AHGL1	190021	Federal Home Loan Banks		11/04/2019	3,000,000.00	3,012,420.00	3,000,000.00	1.875	AAA	1.849	1,495	11/04/2024
3133EK5M4	190022	Federal Farm Credit Bank		11/05/2019	3,000,000.00	3,004,680.00	3,000,000.00	2.000	AAA	1.973	1,496	11/05/2024
3133EK6J0	190025	Federal Farm Credit Bank		11/08/2019	3,000,000.00	3,159,720.00	2,973,540.00	1.625	AAA	1.806	1,499	11/08/2024
3133ELBF0	190027	Federal Farm Credit Bank		11/27/2019	3,000,000.00	3,006,120.00	3,000,000.00	1.890	AAA	1.864	1,518	11/27/2024

Portfolio POOL RC

PM (PRF_PM2) 7.3.0

Kings County Investment Pool Portfolio Management Portfolio Details - Investments September 30, 2020

Page 2

CUSIP	Investment #	# Issuer	Average Balance		Par Value	Market Value	Book Value	Stated Rate	Moody's		Days to Maturity	
Government Age	ency Coupon S	ecurities							2		EDGC STORM S	
3130AHN33	190032	Federal Home Loan B	anks	12/04/2019	3,000,000.00	3,001,920.00	3,000,000.00	1.800	AAA	1.775	1,525	12/04/2024
3130AJ2C2	190049	Federal Home Loan B	anks	02/03/2020	3,000,000.00	3,018,180.00	3,000,000.00	1.625	AAA	1.603	1,586	02/03/2025
3130AHZZ9	190050	Federal Home Loan B	anks	02/12/2020	3,000,000.00	2,985,150.00	3,000,000.00	1.820	AAA	1.795	1,595	02/12/2025
3136G4T52	200005	Federal Nat'l Mortgage	Assoc.	08/25/2020	3,000,000.00	3,004,980.00	3,000,000.00	0.520	AAA	0.513	1,608	02/25/2025
3134GWP26	200014	Federal Home Loan M	ort. Co.	09/28/2020	3,000,000.00	2,997,960.00	3,000,000.00	0.500	AAA	0.493	1,639	03/28/2025
3136G4Y64	200006	Federal Nat'l Mortgage	Assoc.	08/27/2020	3,000,000.00	3,000,240.00	3,000,000.00	0.550	AAA	0.542	1,699	05/27/2025
3133EL3P7	200004	Federal Farm Credit B	ank	08/24/2020	3,000,000.00	2,998,140.00	3,000,530.00	0.530	AAA	0.523	1,776	08/12/2025
3136G4Q48	200001	Federal Nat'l Mortgage	Assoc.	08/19/2020	3,000,000.00	2,995,380.00	2,997,000.00	0.600	AAA	0.612	1,783	08/19/2025
3136G4N74	200002	Federal Nat'l Mortgage	Assoc.	08/21/2020	3,000,000.00	2,994,180.00	3,000,000.00	0.560	AAA	0.552	1,785	08/21/2025
3136G4X57	200003	Federal Nat'l Mortgage	Assoc.	08/25/2020	3,000,000.00	2,992,740.00	3,000,000.00	0.625	AAA	0.616	1,789	08/25/2025
3136G4Z63	200007	Federal Nat'l Mortgage	Assoc.	08/27/2020	3,000,000.00	2,997,960.00	3,000,000.00	0.600	AAA	0.592	1,791	08/27/2025
3134GWA22	200010	Federal Home Loan M	ort. Co.	09/02/2020	3,000,000.00	2,991,360.00	3,000,000.00	0.550	AAA	0.542	1,797	09/02/2025
3134GWA55	200008	Federal Home Loan M	ort. Co.	09/09/2020	3,000,000.00	3,000,570.00	3,000,000.00	0.650	AAA	0.641	1,804	09/09/2025
3134GWB70	200009	Federal Home Loan M	ort. Co.	09/15/2020	3,000,000.00	3,002,850.00	3,000,000.00	0.625	AAA	0.616	1,810	09/15/2025
3134GWL38	200013	Federal Home Loan M	ort. Co.	09/15/2020	3,000,000.00	2,996,700.00	3,000,000.00	0.540	AAA	0.533	1,810	09/15/2025
3134GWJ98	200011	Federal Home Loan M	ort. Co.	09/16/2020	3,000,000.00	2,991,390.00	3,000,000.00	0.520	AAA	0.513	1,811	09/16/2025
3134GWU61	200017	Federal Home Loan M	ort. Co.	09/22/2020	3,000,000.00	2,998,470.00	3,000,000.00	0.520	AAA	0.513	1,817	09/22/2025
3130AK3Z7	200012	Federal Home Loan B	anks	09/29/2020	3,000,000.00	2,993,820.00	3,000,000.00	0.570	AAA	0.562	1,824	09/29/2025
3136G43L5	200015	Federal Nat'l Mortgage	Assoc.	09/30/2020	3,000,000.00	2,998,920.00	3,000,000.00	0.550	AAA	0.542	1,825	09/30/2025
3136G44F7	200016	Federal Nat'l Mortgage	Assoc.	09/30/2020	3,000,000.00	2,995,170.00	3,000,000.00	0.550	AAA	0.542	1,825	09/30/2025
	s	ubtotal and Average	161,828,411.96	·	170,000,000.00	171,665,950.00	170,232,644.58			1.451	1,197	
LAIF - Local Age	ency Investmen	t Pool										
SYS990001	990001	Local Agency Investm	ent Fund		75,000,000.00	75,000,000.00	75,000,000.00	1.410	N/R	1.391	1	
	s	ubtotal and Average	75,000,000.00		75,000,000.00	75,000,000.00	75,000,000.00			1.391	1	
Medium Term N	otes											
594918AH7	180016	Microsoft Corp		12/12/2018	3,000,000.00	3,000,000.00	3,001,331.28	3.000	Aaa	2.867	0	10/01/2020
931142CZ4	190031	Wal-Mart Stores		12/04/2019	6,000,000.00	6,011,640.00	6,046,429.91	3.250	Aa2	1.660	24	10/25/2020
594918BG8	170008	Microsoft Corp		11/21/2017	3,000,000.00	3,000,150.00	2,999,084.75	2.000	Aaa	2.035	33	11/03/2020
89236TFQ3	180023	Toyota Motor Credit C	orp.	03/18/2019	3,000,000.00	3,022,500.00	3,006,413.54	3.050	A1	2.572	99	01/08/2021
037833BS8	170012	Apple Inc		12/21/2017	3,000,000.00	3,021,120.00	2,999,385.29	2.250	Aa1	2.261	145	02/23/2021
084670BQ0	170022	Berkshire Hathaway		04/09/2018	3,000,000.00	3,021,660.00	2,993,669.32	2.200	Aa2	2.605	165	03/15/2021
89236TEU5	180025	Toyota Motor Credit C	orp.	03/18/2019	2,000,000.00	2,028,040.00	2,005,982.28	2.950	A1	2.604	194	04/13/2021
594918BP8	190033	Microsoft Corp	•	12/05/2019	6,000,000.00	6,064,800.00	5,996,417.91	1.550	Aaa	1.588	311	08/08/2021
89236TDP7	180021	Toyota Motor Credit C	orp.	01/22/2019	4,000,000.00	4,117,600.00	3,977,187.65	2.600	A1	2.959	467	01/11/2022

Portfolio POOL RC PM (PRF_PM2) 7.3.0

Kings County Investment Pool Portfolio Management Portfolio Details - Investments September 30, 2020

Page 3

CUSIP	Investment	# Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's		Days to Maturity	
Medium Term	Notes									•		
084670BF4	180007	Berkshire Hathaway		11/13/2018	4,000,000.00	4,162,000.00	4,006,720.83	3.400	Aa2	3.232	487	01/31/2022
037833AY6	180005	Apple Inc		08/01/2018	2,000,000.00	2,051,060.00	1,975,129.34	2.150	Aa1	2.989	496	02/09/2022
478160CD4	180046	JOHNSON & JOHNS	SON	05/07/2019	3,000,000.00	3,077,520.00	2,988,998.03	2.250	Aaa	2.470	518	03/03/2022
037833CQ1	180024	Apple Inc		03/18/2019	3,000,000.00	3,093,690.00	2,981,030.89	2.300	Aa1	2.595	587	05/11/2022
931142DU4	180006	Wal-Mart Stores		08/02/2018	3,000,000.00	3,129,570.00	2,944,935.79	2.350	Aa2	3.098	805	12/15/2022
931142DU4	180031	Wal-Mart Stores		04/01/2019	3,000,000.00	3,129,570.00	2,995,668.67	2.350	Aa2	2.377	805	12/15/2022
084670BJ6	170036	Berkshire Hathaway		06/29/2018	3,000,000.00	3,179,340.00	2,990,951.26	3.000	Aa2	3.087	863	02/11/2023
084670BR8	170030	Berkshire Hathaway		04/23/2018	3,000,000.00	3,160,170.00	2,968,954.60	2.750	Aa2	3.156	895	03/15/2023
931142DH3	180045	Wal-Mart Stores		05/07/2019	3,000,000.00	3,153,810.00	2,991,476.10	2.550	Aa2	2.614	922	04/11/2023
89236TDK8	180011	Toyota Motor Credit (Corp.	12/04/2018	3,000,000.00	3,149,220.00	2,870,954.16	2.250	A1	3,551	1,112	10/18/2023
037833DM9	190020	Apple Inc		10/28/2019	2,000,000.00	2,093,120.00	1,997,699.94	1.800	Aa1	1.805	1,441	09/11/2024
89236TGN9	190015	Toyota Motor Credit (Corp.	10/22/2019	3,000,000.00	3,029,700.00	3,000,000.00	2.125	A1	2.096	1,482	10/22/2024
	S	Subtotal and Average	67,732,229.33		68,000,000.00	69,696,280.00	67,738,421.54			2.514	518	
BofW MMA De	posit Account											
SYS999993	999993	Bank of the West		07/01/2019	135,029,106.83	135,029,106.83	135,029,106.83	0.299	Aa2	0.295	1	
	s	Subtotal and Average	118,368,753.04	-	135,029,106.83	135,029,106.83	135,029,106.83		Silver-collective/resistant Mani-	0.295	1	
		Total and Average	422,929,394.34		448,029,106.83	451,391,336.83	448,000,172.95	Experient or communicative		1.253	534	

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO:	Joy C.	Gabler
FROM:	David	Endo
DATE:	11/09/	2020
FOR:		Board Meeting Superintendent's Cabinet
FOR:		Information Action

Date you wish to have your item considered: 11/18/2020

ITEM:

Consider approval of the 1st Interim Report.

PURPOSE:

The 1st Interim Report is a financial summary of the District's budget through October 31, 2020. Included for your review are several reports that are required to be filed with the Kings County Office of Education that support the District's "Positive" self-certification.

FISCAL IMPACT:

See document at:

 $\frac{https://resources.finalsite.net/images/v1604610266/hesdk12caus/avkamtjz9uorp78m0i9q/2020-211stInterimReport.pdf}{}$

RECOMMENDATIONS:

Approve the 1st Interim Report.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO:	Joy C.	Gabler
FROM:	David	Endo
DATE:	11/09/	2020
FOR:		Board Meeting Superintendent's Cabinet
FOR:		Information Action

Date you wish to have your item considered: 11/18/2020

ITEM:

Consider adoption of the LCFF Budget Overview for Parents (BOP).

PURPOSE:

The Budget Overview for Parents (BOP) is a summary of the General Fund budget and the Learning Continuity Attendance Plan. It is populated with budget data from the 1st interim report that is disagregated to identify the budgeted amounts in the Learning Continuity Plan (LCP) and indentifies how much of the LCP is targeted towrd high needs students.

FISCAL IMPACT:

None. The BOP summarizes budgetary information and does not create a financial impact.

RECOMMENDATIONS:

Adopt the Budget Overview for Parents.

LCFF Budget Overview for Parents

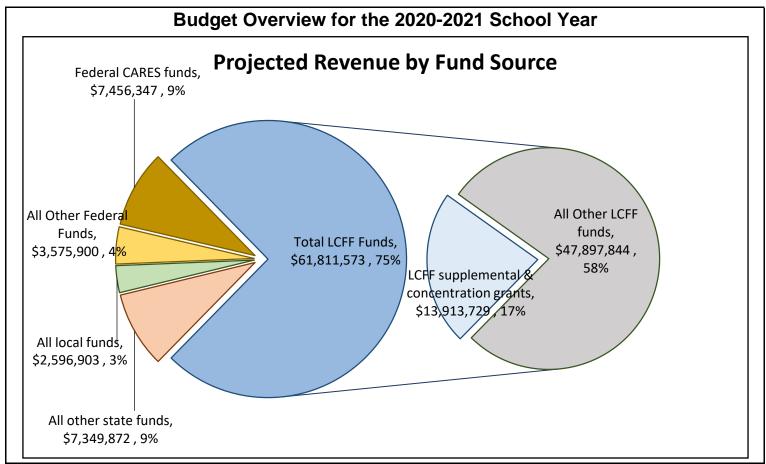
Local Educational Agency (LEA) Name: Hanford Elementary School District

CDS Code: 63917

School Year: 2020-2021

LEA contact information: David Endo

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).

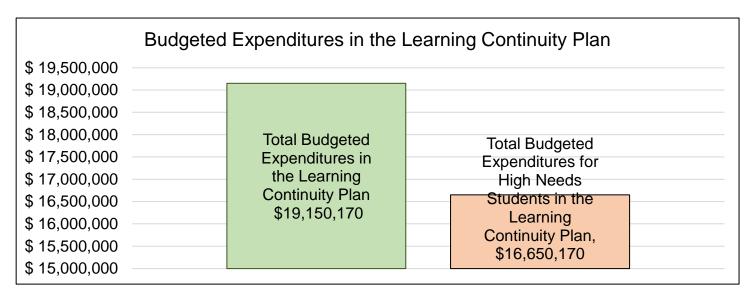


This chart shows the total general purpose revenue Hanford Elementary School District expects to receive in the coming year from all sources.

The total revenue projected for Hanford Elementary School District is \$82,790,595.00, of which \$61,811,573.00 is Local Control Funding Formula (LCFF) funds, \$7,349,872.00 is other state funds, \$2,596,903.00 is local funds, and \$11,032,247.00 is federal funds. Of the \$11,032,247.00 in federal funds, \$7,456,347.00 are federal CARES Act funds. Of the \$61,811,573.00 in LCFF Funds, \$13,913,729.00 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

LCFF Budget Overview for Parents

For the 2020-21 school year school districts must work with parents, educators, students, and the community to develop a Learning Continuity and Attendance Plan (Learning Continuity Plan). The Learning Continuity Plan replaces the Local Control and Accountability Plan (LCAP) for the 2020–21 school year and provides school districts with the opportunity to desribe how they are planning to provide a high-quality education, social-emotional supports, and nutrition to their students during the COVID-19 pandemic.



This chart provides a quick summary of how much Hanford Elementary School District plans to spend for planned actions and services in the Learning Continuity Plan for 2020-2021 and how much of the total is tied to increasing or improving services for high needs students.

Hanford Elementary School District plans to spend \$80,621,128.00 for the 2020-2021 school year. Of that amount, \$19,150,170.00 is tied to actions/services in the Learning Continuity Plan and \$61,470,958.00 is not included in the Learning Continuity Plan. The budgeted expenditures that are not included in the Learning Continuity Plan will be used for the following:

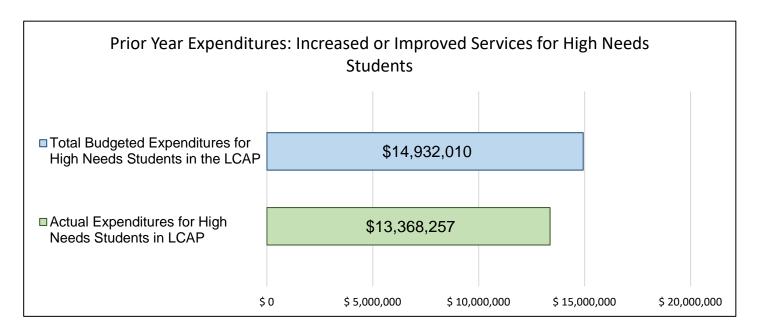
Classroom teachers, school and district administration, district operations (fiscal services, human resources) and maintenance

Increased or Improved Services for High Needs Students in in the Learning Continuity
Plan for the 2020-2021 School Year

In 2020-2021, Hanford Elementary School District is projecting it will receive \$13,913,729.00 based on the enrollment of foster youth, English learner, and low-income students. Hanford Elementary School District must describe how it intends to increase or improve services for high needs students in the Learning Continuity Plan. Hanford Elementary School District plans to spend \$16,650,170.00 towards meeting this requirement, as described in the Learning Continuity Plan.

LCFF Budget Overview for Parents

Update on Increased or Improved Services for High Needs Students in 2019-2020



This chart compares what Hanford Elementary School District budgeted in the 2019-20 LCAP for actions and services that contributed to increasing or improving services for high needs students with what Hanford Elementary School District actually spent on actions and services that contributed to increasing or improving services for high needs students in the 2019-20 school year.

In 2019-2020, Hanford Elementary School District's LCAP budgeted \$14,932,010.00 for planned actions to increase or improve services for high needs students. Hanford Elementary School District actually spent \$13,368,257.00 for actions to increase or improve services for high needs students in 2019-2020. The difference between the budgeted and actual expenditures of \$1,563,753.00 had the following impact on Hanford Elementary School District's ability to increase or improve services for high needs students:

Due to COVID-19 school closures, some LCAP actions/services were not implemented, and thus created differences between budgeted and actual expenditures in some areas. These include after-school sports, study trips, band concerts, the after school (READY) program, and some professional development activities.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO:	Joy C. Gabler
FROM:	David Endo
DATE:	11/09/2019
FOR:	☐ Board Meeting☐ Superintendent's Cabinet
FOR:	☐ Information ☐ Action
Date you wish t	o have your item considered: 11/18/2020
ITEM: Consider the ad-	option of Resolution #15-21: 20-21 Budget revisions-1 st interim
-	nty Office of Education requires a formal budget revision with the approval of the t. Attached are the details of the changes since the budget was last revised on).
FISCAL IMPA See attached	CT:
RECOMMENI Adopt Resolution	
- r	

BEFORE THE GOVERNING BOARD OF THE HANFORD ELEMENTARY SCHOOL DISTRICT COUNTY OF KINGS, STATE OF CALIFORNIA

The Matter of Adopting Budget Revisions	RES	OLUTION #:	15-21
NOW, THEREFORE , the Board of Trustees of attached budget revision be made as indicated.	the District resolve	s that the trans	sfers for the
The Board of Trustees adopted this resolution or	n 11/18/	2020 by	the following vote:
AYES: NOES: ABSTENTIONS: ABSENT:			
	Cle	rk of the Gover	rning Board

Pending Budget Revision Control Number 20210005

ResolutionNo. 15-21

Page 2 o 11/4/2020 3:50:22

FDREY-GOFNOBSIL2	Revised	Adjustments	Proposed
Income			
0100-3310-0-5760-0000-898000-000-0000	\$115,324.00	(\$30,540.00)	\$84,784
0100-6500-0-5760-0000-898030-000-0000	\$3,149,273.00	(\$23,612.00)	\$3,125,661
0100-7415-0-0000-0000-859000-000-0000	\$138,710.00	\$2.00	\$138,712
0100-9053-0-0000-0000-897200-000-0000	\$0.00	\$1,240,000.00	\$1,240,000
0100-0000-0-0000-0000-801100-000-0000	\$48,135,793.00	\$78,351.00	\$48,214,144
0100-0000-0-0000-0000-804100-000-0000	\$4,069,137.00	(\$75,105.00)	\$3,994,032
0100-0000-0-0000-0000-898000-000-0000	(\$14,124,081.89)	\$30,540.00	(\$14,093,541
0100-0000-0-0000-0000-898030-000-0000	(\$3,149,273.00)	\$23,612.00	(\$3,125,661
0100-1100-0-0000-0000-898000-000-0000	(\$619,526.00)	(\$13,750.00)	(\$633,276
0100-1100-0-0000-0000-898000-021-0000	\$55,933.00	\$1,250.00	\$57,183
0100-1100-0-0000-0000-898000-022-0000	\$49,358.00	\$1,250.00	\$50,608
0100-1100-0-0000-0000-898000-023-0000	\$32,030.00	\$1,250.00	\$33,280
0100-1100-0-0000-0000-898000-024-0000	\$55,590.00	\$1,250.00	\$56,840
0100-1100-0-0000-0000-898000-025-0000	\$34,538.00	\$1,250.00	\$35,788
0100-1100-0-0000-0000-898000-026-0000	\$41,150.00	\$1,250.00	\$42,400
0100-1100-0-0000-0000-898000-027-0000	\$42,062.00	\$1,250.00	\$43,312
0100-1100-0-0000-0000-898000-028-0000	\$39,216.00	\$1,250.00	\$40,466
0100-1100-0-0000-0000-898000-029-0000	\$36,514.00	\$1,250.00	\$37,764
0100-1100-0-0000-0000-898000-030-0000	\$109,330.00	\$1,250.00	\$110,580
0100-1100-0-0000-0000-898000-031-0000	\$123,805.00	\$1,250.00	\$125,055
0100-1400-0-0000-0000-801200-000-0000	\$10,745,878.00	\$701.00	\$10,746,579
0100-3010-0-0000-0000-829000-000-0000	\$2,278,104.00	\$231.00	\$2,278,335
***Income Total	\$51,358,864.11	\$1,244,180.00	\$52,603,044
Expenses			
0100-3220-0-0000-2700-340100-028-0000	\$2,242.00	(\$814.00)	\$1,428
0100-3220-0-0000-2700-340100-029-0000	\$2,242.00	(\$814.00)	\$1,428
0100-3220-0-0000-2700-340100-030-0000	\$2,242.00	(\$814.00)	\$1,428
0100-3220-0-0000-2700-340100-031-0000	\$2,242.00	(\$814.00)	\$1,428
0100-3220-0-0000-2700-350100-022-0000	\$9.00	(\$3.00)	\$6
0100-3220-0-0000-2700-350100-023-0000	\$8.00	(\$3.00)	\$5
0100-3220-0-0000-2700-350100-024-0000	\$9.00	(\$3.00)	\$6
0100-3220-0-0000-2700-350100-025-0000	\$8.00	(\$3.00)	\$ 5
0100-3220-0-0000-2700-350100-026-0000	\$9.00	(\$3.00)	\$6
0100-3220-0-0000-2700-350100-027-0000	\$8.00	(\$2.00)	\$6
0100-3220-0-0000-2700-350100-028-0000	\$9.00	(\$4.00)	\$5
0100-3220-0-0000-2700-350100-029-0000	\$9.00	(\$3.00)	\$6
0100-3220-0-0000-2700-350100-030-0000	\$9.00	(\$3.00)	\$6
0100-3220-0-0000-2700-350100-031-0000	\$9.00	(\$3.00)	\$6
0100-3220-0-0000-2700-360100-022-0000	\$353.00	(\$129.00)	\$224
	•	· /	

Pending Budget Revision Control Number 20210005

ResolutionNo. 15-21

Page 3 o 11/4/2020 3:50:22

FDREY-GOFNOBSIL2	Revised	Adjustments	Proposed
Expenses			
0100-3220-0-0000-2700-360100-023-0000	\$303.00	(\$111.00)	\$192
0100-3220-0-0000-2700-360100-024-0000	\$353.00	(\$129.00)	\$224
0100-3220-0-0000-2700-360100-025-0000	\$321.00	(\$118.00)	\$203
0100-3220-0-0000-2700-360100-026-0000	\$347.00	(\$127.00)	\$203
0100-3220-0-0000-2700-360100-027-0000	\$334.00	(\$122.00)	\$212
0100-3220-0-0000-2700-360100-027-0000	\$309.00	(\$113.00)	\$196
0100-3220-0-0000-2700-360100-029-0000	\$353.00	(\$129.00)	\$224
0100-3220-0-0000-2700-360100-029-0000	\$353.00	(\$129.00)	\$224
0100-3220-0-0000-2700-360100-030-0000	\$353.00	(\$129.00)	\$224
0100-3220-0-0000-2700-300100-031-0000	\$0.00	\$36,413.40	\$36,413
0100-3220-0-0000-2700-580011-005-0000	\$13,275.70	(\$1,545.70)	
0100-3220-0-0000-2700-380011-003-0000	\$36,781.00	(\$1,099.00)	\$11,730
0100-3220-0-0000-3110-130000-022-0000			\$22,682
	\$31,528.00	(\$12,086.00)	\$19,442
0100-3220-0-0000-3110-130000-024-0000	\$36,781.00	(\$14,099.00)	\$22,682
0100-3220-0-0000-3110-130000-025-0000	\$33,451.00	(\$12,823.00)	\$20,628
0100-3220-0-0000-3110-130000-026-0000	\$36,181.00	(\$13,869.00)	\$22,312
0100-3220-0-0000-3110-130000-027-0000	\$34,789.00	(\$13,336.00)	\$21,453
0100-3220-0-0000-3110-130000-028-0000	\$32,165.00	(\$12,330.00)	\$19,835
0100-3220-0-0000-3110-130000-029-0000	\$36,781.00	(\$14,099.00)	\$22,682
0100-3220-0-0000-3110-130000-030-0000	\$36,781.00	(\$14,099.00)	\$22,682
0100-3220-0-0000-3110-130000-031-0000	\$36,781.00	(\$14,099.00)	\$22,682
0100-3220-0-0000-3110-310100-022-0000	\$5,940.00	(\$2,277.00)	\$3,663
0100-3220-0-0000-3110-310100-023-0000	\$5,092.00	(\$1,952.00)	\$3,140
0100-3220-0-0000-3110-310100-024-0000	\$5,940.00	(\$2,277.00)	\$3,663
0100-3220-0-0000-3110-310100-025-0000	\$5,402.00	(\$2,071.00)	\$3,331
0100-3220-0-0000-3110-310100-026-0000	\$5,843.00	(\$2,240.00)	\$3,603
0100-3220-0-0000-3110-310100-027-0000	\$5,618.00	(\$2,153.00)	\$3,465
0100-3220-0-0000-3110-310100-028-0000	\$5,195.00	(\$1,992.00)	\$3,203
0100-3220-0-0000-3110-310100-029-0000	\$5,940.00	(\$2,277.00)	\$3,663
0100-3220-0-0000-3110-310100-030-0000	\$5,940.00	(\$2,277.00)	\$3,663
0100-3220-0-0000-3110-310100-031-0000	\$5,940.00	(\$2,277.00)	\$3,663
0100-3220-0-0000-3110-330100-022-0000	\$533.00	(\$204.00)	\$329
0100-3220-0-0000-3110-330100-023-0000	\$457.00	(\$175.00)	\$282
0100-3220-0-0000-3110-330100-024-0000	\$533.00	(\$204.00)	\$329
0100-3220-0-0000-3110-330100-025-0000	\$485.00	(\$186.00)	\$299
0100-3220-0-0000-3110-330100-026-0000	\$525.00	(\$201.00)	\$324
0100-3220-0-0000-3110-330100-027-0000	\$504.00	(\$193.00)	\$311
0100-3220-0-0000-3110-330100-028-0000	\$466.00	(\$178.00)	\$288
0100-3220-0-0000-3110-330100-029-0000	\$533.00	(\$204.00)	\$329
0100-3220-0-0000-3110-330100-030-0000	\$533.00	(\$204.00)	\$329
0100-3220-0-0000-3110-330100-031-0000	\$533.00	(\$204.00)	\$329

Pending Budget Revision Control Number 20210005

ResolutionNo. 15-21

Page 4 o 11/4/2020 3:50:22

FDREY-GOFNOBSIL2	Revised	Adjustments	Proposed
Expenses			
0100-3220-0-0000-3110-340100-021-0000	\$4,484.00	\$27.00	\$4,511
0100-3220-0-0000-3110-340100-022-0000	\$4,484.00	(\$1,703.00)	\$2,781
0100-3220-0-0000-3110-340100-023-0000	\$4,484.00	(\$1,703.00)	\$2,781
0100-3220-0-0000-3110-340100-024-0000	\$4,484.00	(\$1,703.00)	\$2,781
0100-3220-0-0000-3110-340100-025-0000	\$4,484.00	(\$1,703.00)	\$2,781
0100-3220-0-0000-3110-340100-026-0000	\$4,484.00	(\$1,703.00)	\$2,781
0100-3220-0-0000-3110-340100-027-0000	\$4,484.00	(\$1,703.00)	\$2,781
0100-3220-0-0000-3110-340100-028-0000	\$4,484.00	(\$1,703.00)	\$2,781
0100-3220-0-0000-3110-340100-029-0000	\$4,484.00	(\$1,703.00)	\$2,781
0100-3220-0-0000-3110-340100-030-0000	\$4,484.00	(\$1,703.00)	\$2,781
0100-3220-0-0000-3110-340100-031-0000	\$4,484.00	(\$1,703.00)	\$2,781
0100-3220-0-0000-3110-350100-022-0000	\$18.00	(\$7.00)	\$11
0100-3220-0-0000-3110-350100-023-0000	\$16.00	(\$6.00)	\$10
0100-3220-0-0000-3110-350100-024-0000	\$18.00	(\$7.00)	\$11
0100-3220-0-0000-3110-350100-025-0000	\$17.00	(\$7.00)	\$10
0100-3220-0-0000-3110-350100-026-0000	\$18.00	(\$7.00)	\$11
0100-3220-0-0000-3110-350100-027-0000	\$17.00	(\$6.00)	\$11
0100-3220-0-0000-3110-350100-028-0000	\$16.00	(\$6.00)	\$10
0100-3220-0-0000-3110-350100-029-0000	\$18.00	(\$7.00)	\$11
0100-3220-0-0000-3110-350100-030-0000	\$18.00	(\$7.00)	\$11
0100-3220-0-0000-3110-350100-031-0000	\$18.00	(\$7.00)	\$11
0100-3220-0-0000-3110-360100-022-0000	\$706.00	(\$271.00)	\$435
0100-3220-0-0000-3110-360100-023-0000	\$605.00	(\$232.00)	\$373
0100-3220-0-0000-3110-360100-024-0000	\$706.00	(\$271.00)	\$435
0100-3220-0-0000-3110-360100-025-0000	\$642.00	(\$246.00)	\$396
0100-3220-0-0000-3110-360100-026-0000	\$695.00	(\$267.00)	\$428
0100-3220-0-0000-3110-360100-027-0000	\$668.00	(\$256.00)	\$412
0100-3220-0-0000-3110-360100-028-0000	\$618.00	(\$237.00)	\$381
0100-3220-0-0000-3110-360100-029-0000	\$706.00	(\$271.00)	\$435
0100-3220-0-0000-3110-360100-030-0000	\$706.00	(\$271.00)	\$435
0100-3220-0-0000-3110-360100-031-0000	\$706.00	(\$271.00)	\$435
0100-3220-0-0000-3140-430000-020-0000	\$0.00	\$52,911.82	\$52,911
0100-3220-0-0000-3600-440000-014-0000	\$0.00	\$17,857.13	\$17,857
0100-3220-0-0000-3600-560000-014-0000	\$0.00	\$3,217.50	\$3,217
0100-3220-0-0000-3600-580000-014-0000	\$0.00	\$2,786.25	\$2,786
0100-3220-0-0000-3700-430000-008-0000	\$100,000.00	(\$87,195.79)	\$12,804
0100-3220-0-0000-3700-640000-008-0000	\$0.00	\$29,757.38	\$29,757
0100-3220-0-0000-7700-430000-061-0000	\$0.00	\$467.61	\$467
0100-3220-0-0000-7700-440000-061-0000	\$0.00	\$103,422.92	\$103,422
0100-3220-0-0000-7700-580000-061-0000	\$5,000.00	\$33,227.67	\$38,227
0100-3220-0-0000-8200-430000-016-0000	\$0.00	\$54,584.07	\$54,584

Pending Budget Revision Control Number 20210005

ResolutionNo. 15-21

Page 5 o 11/4/2020 3:50:22

FDREY-GOFNOBSIL2	Revised	Adjustments	Proposed
Expenses			
0100-3220-0-1110-1000-110040-005-0000	\$0.00	\$200,000.00	\$200,000
0100-3220-0-1110-1000-110040-020-0000	\$200,000.00	(\$200,000.00)	\$0
0100-3220-0-1110-1000-310100-005-0000	\$36,934.00	\$32,300.00	\$69,234
0100-3220-0-1110-1000-310100-020-0000	\$32,300.00	(\$32,300.00)	\$0
0100-3220-0-1110-1000-330100-005-0000	\$3,316.00	\$2,000.00	\$5,316
0100-3220-0-1110-1000-330100-020-0000	\$2,900.00	(\$2,900.00)	\$0
0100-3220-0-1110-1000-350100-005-0000	\$114.00	\$100.00	\$214
0100-3220-0-1110-1000-350100-020-0000	\$100.00	(\$100.00)	\$0
0100-3220-0-1110-1000-360100-005-0000	\$4,391.00	\$3,840.00	\$8,231
0100-3220-0-1110-1000-360100-020-0000	\$3,840.00	(\$3,840.00)	\$0
0100-3220-0-1110-1000-420000-029-0000	\$1,100.00	\$448.55	\$1,548
0100-3220-0-1110-1000-421000-028-0000	\$0.00	\$355.85	\$355
0100-3220-0-1110-1000-430000-005-0000	\$0.00	\$432.68	\$432
0100-3220-0-1110-1000-430000-020-0000	\$0.00	\$29,716.67	\$29,716
0100-3220-0-1110-1000-430000-027-0000	\$12,000.00	(\$500.00)	\$11,500
0100-3220-0-1110-1000-430000-029-0000	\$10,900.00	(\$2,659.00)	\$8,241
0100-3220-0-1110-1000-430000-050-0000	\$1,599,603.54	(\$73,041.40)	\$1,526,562
0100-3220-0-1110-1000-440000-050-0000	\$468,290.00	(\$150,049.15)	\$318,240
0100-3220-0-1110-1000-580000-050-0000	\$69,200.00	\$103,040.30	\$172,240
0100-3220-0-1110-1000-580011-005-0000	\$341,004.24	\$4,006.72	\$345,010
0100-3220-0-1110-1000-580011-029-0000	\$0.00	\$2,210.00	\$2,210
0100-3310-0-5760-1110-210000-039-0000	\$248,572.00	(\$22,425.00)	\$226,147
0100-3310-0-5760-1110-320200-039-0000	\$52,386.00	(\$4,642.00)	\$47,744
0100-3310-0-5760-1110-330200-039-0000	\$19,360.00	(\$1,715.00)	\$17,645
0100-3310-0-5760-1110-340200-039-0000	\$14,465.00	(\$1,315.00)	\$13,150
0100-3310-0-5760-1110-350200-039-0000	\$127.00	(\$12.00)	\$115
0100-3310-0-5760-1110-360200-039-0000	\$4,859.00	(\$431.00)	\$4,428
0100-3327-0-5760-3120-340100-039-0000	\$3,488.00	\$30.00	\$3,518
0100-3327-0-5760-7210-731000-039-0000	\$2,308.00	(\$30.00)	\$2,278
0100-4035-0-0000-2140-340100-005-0000	\$14,947.00	\$88.00	\$15,035
0100-4035-0-1110-1000-580009-005-0000	\$94,215.00	(\$88.00)	\$94,127
0100-6500-0-5760-1120-210000-039-0000	\$267,792.00	\$22,425.00	\$290,217
0100-6500-0-5760-1120-320200-039-0000	\$56,706.00	\$4,642.00	\$61,348
0100-6500-0-5760-1120-330200-039-0000	\$20,957.00	\$1,716.00	\$22,673
0100-6500-0-5760-1120-340200-039-0000	\$15,780.00	\$1,315.00	\$17,095
0100-6500-0-5760-1120-350200-039-0000	\$137.00	\$11.00	\$148
0100-6500-0-5760-1120-360200-039-0000	\$5,260.00	\$430.00	\$5,690
0100-6500-0-5760-1130-340200-039-0000	\$35,832.00	\$198.00	\$36,030
0100-6500-0-5760-3120-340100-039-0000	\$41,869.00	\$261.00	\$42,130
0100-6500-0-5760-3600-510000-039-0000	\$628,846.00	(\$54,610.00)	\$574,236
0100-6512-0-5760-3120-340100-039-0000	\$23,996.00	\$145.00	\$24,141
			*

Pending Budget Revision Control Number 20210005

ResolutionNo. 15-21

Page 6 o 11/4/2020 3:50:22

FDREY-GOFNOBSIL2	Revised	Adjustments	Proposed
Expenses			
0100-7510-0-0000-2420-421000-022-0000	\$0.00	\$2,500.00	\$2,500
0100-7510-0-0000-2420-421000-023-0000	\$0.00	\$5,000.00	\$5,000
0100-7510-0-0000-2420-421000-024-0000	\$0.00	\$2,000.00	\$2,000
0100-7510-0-0000-2420-421000-025-0000	\$0.00	\$3,000.00	\$3,000
0100-7510-0-0000-2420-421000-026-0000	\$0.00	\$2,000.00	\$2,000
0100-7510-0-0000-2420-421000-027-0000	\$0.00	\$3,500.00	\$3,500
0100-7510-0-0000-2420-421000-028-0000	\$0.00	\$3,000.00	\$3,000
0100-7510-0-0000-2420-421000-029-0000	\$0.00	\$3,625.00	\$3,625
0100-7510-0-0000-2420-421000-030-0000	\$0.00	\$5,000.00	\$5,023
0100-7510-0-0000-2420-421000-031-0000	\$0.00	\$10,000.00	\$10,000
0100-7510-0-0000-2420-580011-022-0000	\$2,500.00	(\$2,500.00)	\$10,000
0100-7510-0-0000-2420-580011-023-0000	\$5,000.00	(\$5,000.00)	\$0 \$0
0100-7510-0-0000-2420-580011-023-0000	\$2,000.00	(\$2,000.00)	\$0 \$0
0100-7510-0-0000-2420-580011-025-0000	\$3,000.00	(\$3,000.00)	
0100-7510-0-0000-2420-580011-025-0000	\$2,000.00	(\$2,000.00)	\$0
		* '	\$0
0100-7510-0-0000-2420-580011-027-0000 0100-7510-0-0000-2420-580011-028-0000	\$3,500.00 \$3,000.00	(\$3,500.00)	\$0
		(\$3,000.00)	\$0
0100-7510-0-0000-2420-580011-029-0000	\$3,625.00	(\$3,625.00)	\$0
0100-7510-0-0000-2420-580011-030-0000	\$5,000.00	(\$5,000.00)	\$0
0100-7510-0-0000-2420-580011-031-0000	\$10,000.00	(\$10,000.00)	\$0
0100-8150-0-0000-8100-340200-010-0000	\$11,250.00	\$99.00	\$11,349
0100-8150-0-0000-8100-340200-011-0000	\$116,195.00	\$880.00	\$117,075
0100-8150-0-0000-8100-340200-012-0000	\$25,312.00	\$198.00	\$25,510
0100-9053-0-0000-8500-617000-020-0000	\$0.00	\$1,240,000.00	\$1,240,000
0100-0332-0-0000-2700-130000-022-0000	\$22,069.00	\$7,356.00	\$29,425
0100-0000-0-0000-2100-340100-053-0000	\$14,947.00	\$88.00	\$15,035
0100-0000-0-0000-2100-340100-062-0000	\$14,947.00	\$88.00	\$15,035
0100-0000-0-0000-2100-340200-062-0000	\$21,275.00	\$138.00	\$21,413
0100-0000-0-0000-2700-340100-021-0000	\$14,947.00	\$88.00	\$15,035
0100-0000-0-0000-2700-340100-022-0000	\$14,947.00	\$88.00	\$15,035
0100-0000-0-0000-2700-340100-023-0000	\$14,947.00	\$88.00	\$15,035
0100-0000-0-0000-2700-340100-024-0000	\$14,947.00	\$88.00	\$15,035
0100-0000-0-0000-2700-340100-025-0000	\$11,250.00	\$99.00	\$11,349
0100-0000-0-0000-2700-340100-026-0000	\$11,250.00	\$99.00	\$11,349
0100-0000-0-0000-2700-340100-027-0000	\$14,947.00	\$88.00	\$15,035
0100-0000-0-0000-2700-340100-028-0000	\$14,947.00	\$88.00	\$15,035
0100-0000-0-0000-2700-340100-029-0000	\$14,947.00	\$88.00	\$15,035
0100-0000-0-0000-2700-340100-030-0000	\$14,947.00	\$88.00	\$15,035
0100-0000-0-0000-2700-340100-031-0000	\$14,947.00	\$88.00	\$15,035
0100-0000-0-0000-2700-340200-021-0000	\$27,603.00	\$187.00	\$27,790
0100-0000-0-0000-2700-340200-022-0000	\$28,918.00	\$187.00	\$29,105

Pending Budget Revision Control Number 20210005

ResolutionNo. 15-21

Page 7 o 11/4/2020 3:50:22

FDREY-GOFNOBSIL2	Revised	Adjustments	Proposed
Expenses			
0100-0000-0-0000-2700-340200-023-0000	\$27,603.00	\$187.00	\$27,790
0100-0000-0-0000-2700-340200-024-0000	\$28,918.00	\$187.00	\$29,105
0100-0000-0-0000-2700-340200-025-0000	\$27,603.00	\$187.00	\$27,790
0100-0000-0-0000-2700-340200-026-0000	\$27,603.00	\$187.00	\$27,790
0100-0000-0-0000-2700-340200-027-0000	\$27,603.00	\$187.00	\$27,790
0100-0000-0-0000-2700-340200-028-0000	\$27,603.00	\$187.00	\$27,790
0100-0000-0-0000-2700-340200-029-0000	\$27,603.00	\$187.00	\$27,790
0100-0000-0-0000-2700-340200-030-0000	\$28,918.00	\$187.00	\$29,105
0100-0000-0-0000-2700-340200-031-0000	\$28,918.00	\$187.00	\$29,105
0100-0000-0-0000-3120-340100-062-0000	\$16,633.00	\$101.00	\$16,734
0100-0000-0-0000-3600-340200-014-0000	\$110,114.00	\$781.00	\$110,895
0100-0000-0-0000-7110-340200-002-0000	\$71,038.00	\$451.00	\$71,489
0100-0000-0-0000-7150-340100-002-0000	\$14,947.00	\$88.00	\$15,035
0100-0000-0-0000-7150-340200-002-0000	\$14,947.00	\$88.00	\$15,035
0100-0000-0-0000-7210-731000-000-0000	(\$427,723.54)	\$30.00	(\$427,693
0100-0000-0-0000-7300-340200-004-0000	\$100,648.00	\$715.00	\$101,363
0100-0000-0-0000-7400-340100-003-0000	\$14,947.00	\$88.00	\$15,035
0100-0000-0-0000-7400-340200-003-0000	\$98,641.00	\$638.00	\$99,279
0100-0000-0-0000-7550-340200-015-0000	\$12,656.00	\$99.00	\$12,755
0100-0000-0-0000-7550-571030-015-0000	(\$138,002.00)	(\$7,250.00)	(\$145,252
0100-0000-0-0000-7700-340200-061-0000	\$27,603.00	\$187.00	\$27,790
0100-0000-0-0000-8200-340200-010-0000	\$7,474.00	\$44.00	\$7,518
0100-0000-0-0000-8200-340200-012-0000	\$78,227.00	\$583.00	\$78,810
0100-0000-0-0000-8200-340200-016-0000	\$27,603.00	\$187.00	\$27,790
0100-0000-0-0000-8200-340200-017-0000	\$40,259.00	\$286.00	\$40,545
0100-0000-0-0000-8200-340200-021-0000	\$25,312.00	\$198.00	\$25,510
0100-0000-0-0000-8200-340200-022-0000	\$31,640.00	\$248.00	\$31,888
0100-0000-0-0000-8200-340200-023-0000	\$25,312.00	\$198.00	\$25,510
0100-0000-0-0000-8200-340200-024-0000	\$31,640.00	\$248.00	\$31,888
0100-0000-0-0000-8200-340200-025-0000	\$25,312.00	\$198.00	\$25,510
0100-0000-0-0000-8200-340200-026-0000	\$25,312.00	\$198.00	\$25,510
0100-0000-0-0000-8200-340200-027-0000	\$25,312.00	\$198.00	\$25,510
0100-0000-0-0000-8200-340200-028-0000	\$25,312.00	\$198.00	\$25,510
0100-0000-0-0000-8200-340200-029-0000	\$25,312.00	\$198.00	\$25,510
0100-0000-0-0000-8200-340200-030-0000	\$37,968.00	\$297.00	\$38,265
0100-0000-0-0000-8200-340200-031-0000	\$37,968.00	\$297.00	\$38,265
0100-0000-0-0000-8200-571040-017-0000	(\$44,802.00)	(\$2,300.00)	(\$47,102
0100-0332-0-0000-2140-340100-055-0000	\$14,947.00	\$88.00	\$15,035
0100-0332-0-0000-2140-340200-051-0000	\$12,656.00	\$99.00	\$12,755
0100-0332-0-0000-2150-340100-005-0000	\$7,474.00	\$44.00	\$7,518
0100-0332-0-0000-2150-340200-053-0000	\$12,656.00	\$99.00	\$12,755

Pending Budget Revision Control Number 20210005

ResolutionNo. 15-21

Page 8 o 11/4/2020 3:50:22

FDREY-GOFNOBSIL2	Revised	Adjustments	Proposed
Expenses			
0100-0332-0-0000-2420-340200-056-0000	\$12,656.00	\$99.00	\$12,755
0100-0332-0-0000-2420-340200-061-0000	\$88,592.00	\$693.00	\$89,285
0100-0332-0-0000-2700-130000-023-0000	\$18,917.00	\$6,305.00	\$25,222
0100-0332-0-0000-2700-130000-024-0000	\$22,069.00	\$7,356.00	\$29,425
0100-0332-0-0000-2700-130000-025-0000	\$20,071.00	\$6,690.00	\$26,761
0100-0332-0-0000-2700-130000-026-0000	\$21,709.00	\$7,236.00	\$28,945
0100-0332-0-0000-2700-130000-027-0000	\$20,874.00	\$6,958.00	\$27,832
0100-0332-0-0000-2700-130000-028-0000	\$19,299.00	\$6,433.00	\$25,732
0100-0332-0-0000-2700-130000-029-0000	\$22,069.00	\$7,356.00	\$29,425
0100-0332-0-0000-2700-130000-030-0000	\$125,161.00	\$7,356.00	\$132,517
0100-0332-0-0000-2700-130000-031-0000	\$142,672.00	\$7,356.00	\$150,028
0100-0332-0-0000-2700-310100-022-0000	\$3,564.00	\$1,188.00	\$4,752
0100-0332-0-0000-2700-310100-023-0000	\$3,055.00	\$1,018.00	\$4,073
0100-0332-0-0000-2700-310100-024-0000	\$3,564.00	\$1,188.00	\$4,752
0100-0332-0-0000-2700-310100-025-0000	\$3,241.00	\$1,081.00	\$4,322
0100-0332-0-0000-2700-310100-026-0000	\$3,506.00	\$1,169.00	\$4,675
0100-0332-0-0000-2700-310100-027-0000	\$3,371.00	\$1,124.00	\$4,495
0100-0332-0-0000-2700-310100-028-0000	\$3,117.00	\$1,039.00	\$4,156
0100-0332-0-0000-2700-310100-029-0000	\$3,564.00	\$1,188.00	\$4,752
0100-0332-0-0000-2700-310100-030-0000	\$20,213.00	\$1,188.00	\$21,401
0100-0332-0-0000-2700-310100-031-0000	\$23,041.00	\$1,188.00	\$24,229
0100-0332-0-0000-2700-330100-022-0000	\$320.00	\$107.00	\$427
0100-0332-0-0000-2700-330100-023-0000	\$274.00	\$92.00	\$366
0100-0332-0-0000-2700-330100-024-0000	\$320.00	\$107.00	\$427
0100-0332-0-0000-2700-330100-025-0000	\$291.00	\$97.00	\$388
0100-0332-0-0000-2700-330100-026-0000	\$315.00	\$105.00	\$420
0100-0332-0-0000-2700-330100-027-0000	\$303.00	\$101.00	\$404
0100-0332-0-0000-2700-330100-028-0000	\$280.00	\$93.00	\$373
0100-0332-0-0000-2700-330100-029-0000	\$320.00	\$107.00	\$427
0100-0332-0-0000-2700-330100-030-0000	\$1,815.00	\$106.00	\$1,921
0100-0332-0-0000-2700-330100-031-0000	\$2,069.00	\$106.00	\$2,175
0100-0332-0-0000-2700-340100-021-0000	\$2,690.00	\$16.00	\$2,706
0100-0332-0-0000-2700-340100-022-0000	\$2,690.00	\$918.00	\$3,608
0100-0332-0-0000-2700-340100-023-0000	\$2,690.00	\$918.00	\$3,608
0100-0332-0-0000-2700-340100-024-0000	\$2,690.00	\$918.00	\$3,608
0100-0332-0-0000-2700-340100-025-0000	\$2,690.00	\$918.00	\$3,608
0100-0332-0-0000-2700-340100-026-0000	\$2,690.00	\$918.00	\$3,608
0100-0332-0-0000-2700-340100-027-0000	\$2,690.00	\$818.00	\$3,508
0100-0332-0-0000-2700-340100-028-0000	\$2,690.00	\$918.00	\$3,608
0100-0332-0-0000-2700-340100-029-0000	\$2,690.00	\$918.00	\$3,608
0100-0332-0-0000-2700-340100-030-0000	\$17,637.00	\$1,006.00	\$18,643

Pending Budget Revision Control Number 20210005

ResolutionNo. 15-21

Page 9 o 11/4/2020 3:50:22

FDREY-GOFNOBSIL2	Revised	Adjustments	Proposed
Expenses			
0100-0332-0-0000-2700-340100-031-0000	\$13,940.00	\$1,017.00	\$14,957
0100-0332-0-0000-2700-340200-062-0000	\$6,328.00	\$50.00	\$6,378
0100-0332-0-0000-2700-350100-022-0000	\$11.00	\$4.00	\$15
0100-0332-0-0000-2700-350100-023-0000	\$10.00	\$3.00	\$13
0100-0332-0-0000-2700-350100-024-0000	\$11.00	\$4.00	\$15
0100-0332-0-0000-2700-350100-025-0000	\$10.00	\$3.00	\$13
0100-0332-0-0000-2700-350100-026-0000	\$11.00	\$3.00	\$14
0100-0332-0-0000-2700-350100-027-0000	\$10.00	\$4.00	\$14
0100-0332-0-0000-2700-350100-028-0000	\$10.00	\$3.00	\$13
0100-0332-0-0000-2700-350100-029-0000	\$11.00	\$4.00	\$15
0100-0332-0-0000-2700-350100-030-0000	\$63.00	\$3.00	\$66
0100-0332-0-0000-2700-350100-031-0000	\$71.00	\$4.00	\$75
0100-0332-0-0000-2700-360100-022-0000	\$424.00	\$141.00	\$565
0100-0332-0-0000-2700-360100-023-0000	\$363.00	\$121.00	\$484
0100-0332-0-0000-2700-360100-024-0000	\$424.00	\$141.00	\$565
0100-0332-0-0000-2700-360100-025-0000	\$385.00	\$129.00	\$514
0100-0332-0-0000-2700-360100-026-0000	\$417.00	\$139.00	\$556
0100-0332-0-0000-2700-360100-027-0000	\$401.00	\$133.00	\$534
0100-0332-0-0000-2700-360100-028-0000	\$371.00	\$123.00	\$494
0100-0332-0-0000-2700-360100-029-0000	\$424.00	\$141.00	\$565
0100-0332-0-0000-2700-360100-030-0000	\$2,403.00	\$141.00	\$2,544
0100-0332-0-0000-2700-360100-031-0000	\$2,739.00	\$142.00	\$2,881
0100-0332-0-0000-3110-130000-022-0000	\$45,363.00	\$13,486.00	\$58,849
0100-0332-0-0000-3110-130000-023-0000	\$38,884.00	\$11,560.00	\$50,444
0100-0332-0-0000-3110-130000-024-0000	\$45,363.00	\$13,486.00	\$58,849
0100-0332-0-0000-3110-130000-025-0000	\$41,257.00	\$12,265.00	\$53,522
0100-0332-0-0000-3110-130000-026-0000	\$44,623.00	\$13,266.00	\$57,889
0100-0332-0-0000-3110-130000-027-0000	\$42,907.00	\$12,756.00	\$55,663
0100-0332-0-0000-3110-130000-028-0000	\$39,670.00	\$11,794.00	\$51,464
0100-0332-0-0000-3110-130000-029-0000	\$45,363.00	\$13,486.00	\$58,849
0100-0332-0-0000-3110-130000-030-0000	\$45,363.00	\$13,486.00	\$58,849
0100-0332-0-0000-3110-130000-031-0000	\$45,363.00	\$13,486.00	\$58,849
0100-0332-0-0000-3110-310100-022-0000	\$7,326.00	\$2,178.00	\$9,504
0100-0332-0-0000-3110-310100-023-0000	\$6,280.00	\$1,867.00	\$8,147
0100-0332-0-0000-3110-310100-024-0000	\$7,326.00	\$2,178.00	\$9,504
0100-0332-0-0000-3110-310100-025-0000	\$6,663.00	\$1,981.00	\$8,644
0100-0332-0-0000-3110-310100-026-0000	\$7,207.00	\$2,142.00	\$9,349
0100-0332-0-0000-3110-310100-027-0000	\$6,929.00	\$2,061.00	\$8,990
0100-0332-0-0000-3110-310100-028-0000	\$6,407.00	\$1,904.00	\$8,311
0100-0332-0-0000-3110-310100-029-0000	\$7,326.00	\$2,178.00	\$9,504
0100-0332-0-0000-3110-310100-030-0000	\$7,326.00	\$2,178.00	\$9,504
	,	,	*- , - - ·

Pending Budget Revision Control Number 20210005

Page 10 o 11/4/2020 3:50:22

ResolutionNo. 15-21

FDREY-GOFNOBSIL2	Revised	Adjustments	Proposed
Expenses			
0100-0332-0-0000-3110-310100-031-0000	\$7,326.00	\$2,178.00	\$9,504
0100-0332-0-0000-3110-330100-022-0000	\$658.00	\$195.00	\$853
0100-0332-0-0000-3110-330100-023-0000	\$564.00	\$167.00	\$731
0100-0332-0-0000-3110-330100-024-0000	\$658.00	\$195.00	\$853
0100-0332-0-0000-3110-330100-025-0000	\$598.00	\$178.00	\$776
0100-0332-0-0000-3110-330100-026-0000	\$647.00	\$192.00	\$839
0100-0332-0-0000-3110-330100-027-0000	\$622.00	\$185.00	\$807
0100-0332-0-0000-3110-330100-028-0000	\$575.00	\$171.00	\$746
0100-0332-0-0000-3110-330100-029-0000	\$658.00	\$195.00	\$853
0100-0332-0-0000-3110-330100-030-0000	\$658.00	\$195.00	\$853
0100-0332-0-0000-3110-330100-031-0000	\$658.00	\$195.00	\$853
0100-0332-0-0000-3110-340100-020-0000	\$74,735.00	\$440.00	\$75,175
0100-0332-0-0000-3110-340100-021-0000	\$5,530.00	\$33.00	\$5,563
0100-0332-0-0000-3110-340100-022-0000	\$5,530.00	\$1,687.00	\$7,217
0100-0332-0-0000-3110-340100-023-0000	\$5,530.00	\$1,687.00	\$7,217
0100-0332-0-0000-3110-340100-024-0000	\$5,530.00	\$1,687.00	\$7,217
0100-0332-0-0000-3110-340100-025-0000	\$5,530.00	\$1,687.00	\$7,217
0100-0332-0-0000-3110-340100-026-0000	\$5,530.00	\$1,687.00	\$7,217
0100-0332-0-0000-3110-340100-027-0000	\$5,530.00	\$1,687.00	\$7,217
0100-0332-0-0000-3110-340100-028-0000	\$5,530.00	\$1,687.00	\$7,217
0100-0332-0-0000-3110-340100-029-0000	\$5,530.00	\$1,687.00	\$7,217
0100-0332-0-0000-3110-340100-030-0000	\$5,530.00	\$1,687.00	\$7,217
0100-0332-0-0000-3110-340100-031-0000	\$5,530.00	\$1,687.00	\$7,217
0100-0332-0-0000-3110-350100-022-0000	\$23.00	\$6.00	\$29
0100-0332-0-0000-3110-350100-023-0000	\$19.00	\$6.00	\$25
0100-0332-0-0000-3110-350100-024-0000	\$23.00	\$6.00	\$29
0100-0332-0-0000-3110-350100-025-0000	\$21.00	\$6.00	\$27
0100-0332-0-0000-3110-350100-026-0000	\$22.00	\$7.00	\$29
0100-0332-0-0000-3110-350100-027-0000	\$21.00	\$7.00	\$28
0100-0332-0-0000-3110-350100-028-0000	\$20.00	\$6.00	\$26
0100-0332-0-0000-3110-350100-029-0000	\$23.00	\$6.00	\$29
0100-0332-0-0000-3110-350100-030-0000	\$23.00	\$6.00	\$29
0100-0332-0-0000-3110-350100-031-0000	\$23.00	\$6.00	\$29
0100-0332-0-0000-3110-360100-022-0000	\$871.00	\$259.00	\$1,130
0100-0332-0-0000-3110-360100-023-0000	\$747.00	\$222.00	\$969
0100-0332-0-0000-3110-360100-024-0000	\$871.00	\$259.00	\$1,130
0100-0332-0-0000-3110-360100-025-0000	\$792.00	\$236.00	\$1,028
0100-0332-0-0000-3110-360100-026-0000	\$857.00	\$254.00	\$1,111
0100-0332-0-0000-3110-360100-027-0000	\$824.00	\$245.00	\$1,069
0100-0332-0-0000-3110-360100-028-0000	\$762.00	\$226.00	\$988
0100-0332-0-0000-3110-360100-029-0000	\$871.00	\$259.00	\$1,130

Pending Budget Revision Control Number 20210005

ResolutionNo. 15-21

Page 11 o 11/4/2020 3:50:22

FDREY-GOFNOBSIL2	Revised	Adjustments	Proposed
Expenses			
0100-0332-0-0000-3110-360100-030-0000	\$871.00	\$259.00	\$1,130
0100-0332-0-0000-3110-360100-031-0000	\$871.00	\$259.00	\$1,130
0100-0332-0-0000-3130-340100-062-0000	\$14,947.00	\$88.00	\$15,035
0100-0332-0-0000-3130-340100-063-0000	\$14,947.00	\$88.00	\$15,035
0100-0332-0-0000-3130-340200-022-0000	\$12,656.00	\$99.00	\$12,755
0100-0332-0-0000-3130-340200-023-0000	\$12,656.00	\$99.00	\$12,755
0100-0332-0-0000-3130-340200-024-0000	\$12,656.00	\$99.00	\$12,755
0100-0332-0-0000-3130-340200-025-0000	\$12,656.00	\$99.00	\$12,755
0100-0332-0-0000-3130-340200-026-0000	\$12,656.00	\$99.00	\$12,755
0100-0332-0-0000-3130-340200-027-0000	\$12,656.00	\$99.00	\$12,755
0100-0332-0-0000-3130-340200-028-0000	\$12,656.00	\$99.00	\$12,755
0100-0332-0-0000-3130-340200-029-0000	\$12,656.00	\$99.00	\$12,755
0100-0332-0-0000-3130-340200-053-0000	\$12,656.00	\$99.00	\$12,755
0100-0332-0-0000-3130-340200-063-0000	\$12,656.00	\$99.00	\$12,755
0100-0332-0-0000-3140-340200-021-0000	\$12,656.00	\$99.00	\$12,755
0100-0332-0-0000-3140-340200-022-0000	\$12,656.00	\$99.00	\$12,755
0100-0332-0-0000-3140-340200-023-0000	\$12,656.00	\$99.00	\$12,755
0100-0332-0-0000-3140-340200-024-0000	\$12,656.00	\$99.00	\$12,755
0100-0332-0-0000-3140-340200-025-0000	\$12,656.00	\$99.00	\$12,755
0100-0332-0-0000-3140-340200-026-0000	\$12,656.00	\$99.00	\$12,755
0100-0332-0-0000-3140-340200-027-0000	\$12,656.00	\$99.00	\$12,755
0100-0332-0-0000-3140-340200-028-0000	\$12,656.00	\$99.00	\$12,755
0100-0332-0-0000-3140-340200-029-0000	\$12,656.00	\$99.00	\$12,755
0100-0332-0-0000-3140-340200-030-0000	\$12,656.00	\$99.00	\$12,755
0100-0332-0-0000-3140-340200-031-0000	\$12,656.00	\$99.00	\$12,755
0100-0332-0-1110-4000-340200-020-0000	\$14,947.00	\$88.00	\$15,035
0100-0332-0-1135-4000-340100-057-0000	\$7,474.00	\$44.00	\$7,518
0100-0332-0-3550-2700-340100-038-0000	\$7,474.00	\$44.00	\$7,518
0100-0332-0-3550-3130-340200-038-0000	\$12,656.00	\$99.00	\$12,755
0100-1100-0-0000-2700-430000-027-0000	\$800.00	\$600.00	\$1,400
0100-1100-0-0000-2700-571030-027-0000	\$1,400.00	\$1,000.00	\$2,400
0100-1100-0-0000-2700-571030-029-0000	\$2,450.00	\$1,000.00	\$3,450
0100-1100-0-0000-2700-571040-027-0000	\$643.00	\$800.00	\$1,443
0100-1100-0-0000-2700-571040-029-0000	\$750.00	\$1,000.00	\$1,750
0100-1100-0-1110-1000-430000-021-0000	\$22,536.00	\$1,250.00	\$23,786
0100-1100-0-1110-1000-430000-022-0000	\$13,580.00	\$1,250.00	\$14,830
0100-1100-0-1110-1000-430000-023-0000	\$8,452.00	\$1,250.00	\$9,702
0100-1100-0-1110-1000-430000-024-0000	\$23,657.00	\$1,250.00	\$24,907
0100-1100-0-1110-1000-430000-025-0000	\$12,788.00	\$1,250.00	\$14,038
0100-1100-0-1110-1000-430000-026-0000	\$12,621.00	\$1,250.00	\$13,871
0100-1100-0-1110-1000-430000-027-0000	\$14,085.00	\$650.00	\$14,735
			,

Pending Budget Revision Control Number 20210005

ResolutionNo. 15-21

Page 12 o 11/4/2020 3:50:22

FDREY-GOFNOBSIL2	Revised	Adjustments	Proposed
Expenses			
0100-1100-0-1110-1000-430000-028-0000	\$13,714.00	\$1,250.00	\$14,964
0100-1100-0-1110-1000-430000-029-0000	\$9,371.02	\$5,250.00	\$14,621
0100-1100-0-1110-1000-430000-030-0000	\$35,456.00	\$1,250.00	\$36,706
0100-1100-0-1110-1000-430000-031-0000	\$32,758.00	\$1,250.00	\$34,008
0100-1100-0-1110-1000-440000-027-0000	\$4,926.00	(\$1,800.00)	\$3,126
0100-1100-0-1110-1000-571030-029-0000	\$200.00	\$4,000.00	\$4,200
0100-3010-0-0000-2140-340100-005-0000	\$86,416.00	\$88.00	\$86,504
0100-3010-0-0000-2150-340100-005-0000	\$7,474.00	\$44.00	\$7,518
0100-3010-0-0000-2150-340200-005-0000	\$12,656.00	\$99.00	\$12,755
0100-3220-0-0000-2100-580011-005-0000	\$13,485.70	(\$2.92)	\$13,482
0100-3220-0-0000-2140-340100-005-0000	\$14,947.00	\$88.00	\$15,035
0100-3220-0-0000-2420-421000-050-0000	\$0.00	\$83,619.00	\$83,619
0100-3220-0-0000-2420-430000-050-0000	\$0.00	\$4,984.02	\$4,984
0100-3220-0-0000-2420-440000-050-0000	\$0.00	\$12,871.07	\$12,871
0100-3220-0-0000-2420-580000-050-0000	\$520,000.00	(\$3,738.39)	\$516,261
0100-3220-0-0000-2420-580011-050-0000	\$0.00	\$6,366.15	\$6,366
0100-3220-0-0000-2495-430000-020-0000	\$540.37	(\$16.41)	\$523
0100-3220-0-0000-2495-571040-027-0000	\$0.00	\$500.00	\$500
0100-3220-0-0000-2700-130000-022-0000	\$18,390.00	(\$6,743.00)	\$11,647
0100-3220-0-0000-2700-130000-023-0000	\$15,764.00	(\$5,780.00)	\$9,984
0100-3220-0-0000-2700-130000-024-0000	\$18,390.00	(\$6,743.00)	\$11,647
0100-3220-0-0000-2700-130000-025-0000	\$16,726.00	(\$6,133.00)	\$10,593
0100-3220-0-0000-2700-130000-026-0000	\$18,090.00	(\$6,633.00)	\$11,457
0100-3220-0-0000-2700-130000-027-0000	\$17,395.00	(\$6,378.00)	\$11,017
0100-3220-0-0000-2700-130000-028-0000	\$16,082.00	(\$5,897.00)	\$10,185
0100-3220-0-0000-2700-130000-029-0000	\$18,390.00	(\$6,743.00)	\$11,647
0100-3220-0-0000-2700-130000-030-0000	\$18,390.00	(\$6,743.00)	\$11,647
0100-3220-0-0000-2700-130000-031-0000	\$18,390.00	(\$6,743.00)	\$11,647
0100-3220-0-0000-2700-310100-022-0000	\$2,970.00	(\$1,089.00)	\$1,881
0100-3220-0-0000-2700-310100-023-0000	\$2,546.00	(\$934.00)	\$1,612
0100-3220-0-0000-2700-310100-024-0000	\$2,970.00	(\$1,089.00)	\$1,881
0100-3220-0-0000-2700-310100-025-0000	\$2,701.00	(\$990.00)	\$1,711
0100-3220-0-0000-2700-310100-026-0000	\$2,922.00	(\$1,072.00)	\$1,850
0100-3220-0-0000-2700-310100-027-0000	\$2,809.00	(\$1,030.00)	\$1,779
0100-3220-0-0000-2700-310100-028-0000	\$2,597.00	(\$952.00)	\$1,645
0100-3220-0-0000-2700-310100-029-0000	\$2,970.00	(\$1,089.00)	\$1,881
0100-3220-0-0000-2700-310100-030-0000	\$2,970.00	(\$1,089.00)	\$1,881
0100-3220-0-0000-2700-310100-031-0000	\$2,970.00	(\$1,089.00)	\$1,881
0100-3220-0-0000-2700-330100-022-0000	\$267.00	(\$98.00)	\$169
0100-3220-0-0000-2700-330100-023-0000	\$229.00	(\$84.00)	\$145
0100-3220-0-0000-2700-330100-024-0000	\$267.00	(\$98.00)	\$169

Pending Budget Revision Control Number 20210005

ResolutionNo. 15-21

Page 13 o 11/4/2020 3:50:22

FDREY-GOFNOBSIL2	Revised	Adjustments	Proposed
Expenses			
0100-3220-0-0000-2700-330100-025-0000	\$243.00	(\$89.00)	\$154
0100-3220-0-0000-2700-330100-026-0000	\$262.00	(\$96.00)	\$166
0100-3220-0-0000-2700-330100-027-0000	\$252.00	(\$92.00)	\$160
0100-3220-0-0000-2700-330100-028-0000	\$233.00	(\$85.00)	\$148
0100-3220-0-0000-2700-330100-029-0000	\$267.00	(\$98.00)	\$169
0100-3220-0-0000-2700-330100-030-0000	\$267.00	(\$98.00)	\$169
0100-3220-0-0000-2700-330100-031-0000	\$267.00	(\$98.00)	\$169
0100-3220-0-0000-2700-340100-021-0000	\$2,242.00	\$13.00	\$2,255
0100-3220-0-0000-2700-340100-022-0000	\$2,242.00	(\$814.00)	\$1,428
0100-3220-0-0000-2700-340100-023-0000	\$2,242.00	(\$814.00)	\$1,428
0100-3220-0-0000-2700-340100-024-0000	\$2,242.00	(\$814.00)	\$1,428
0100-3220-0-0000-2700-340100-025-0000	\$2,242.00	(\$814.00)	\$1,428
0100-3220-0-0000-2700-340100-026-0000	\$2,242.00	(\$814.00)	\$1,428
0100-3220-0-0000-2700-340100-027-0000	\$2,242.00	(\$814.00)	\$1,428
***Expense Total	\$8,802,321.03	\$1,480,636.00	\$10,282,957
Balance Sheet Accounts			
0100-8150-0-0000-0000-974000-000-0000	\$226,744.34	(\$79,289.60)	\$147,454
***Balance Sheet Account Total	\$226,744.34	(\$79,289.60)	\$147,454
Fund Totals			
Total: Income	\$51,358,864.11	\$1,244,180.00	\$52,603,044
Total: Expenses	\$8,802,321.03	\$1,480,636.00	\$10,282,957
Total: Balance Sheet Accounts	\$226,744.34	(\$79,289.60)	\$147,454

Pending Budget Revision Control Number 20210005

Page 14 o 11/4/2020 3:50:22

ResolutionNo. 15-21

Fund: 1300 Cafeteria Fund

FDREY-GOFNOBSIL2	Revised	Adjustments	Proposed
Expenses			
1300-5310-0-0000-3700-340200-008-0000	\$199,849.00	\$1,166.00	\$201,015
***Expense Total	\$199,849.00	\$1,166.00	\$201,015
Balance Sheet Accounts			
1300-5310-0-0000-0000-974000-000-0000	\$944,897.80	(\$944,897.80)	\$0
	\$944,897.80	(\$944,897.80)	\$0
Fund Totals			
Total: Income	\$0.00	\$0.00	\$0
Total: Expenses	\$199,849.00	\$1,166.00	\$201,015
Total: Balance Sheet Accounts	\$944,897.80	(\$944,897.80)	\$0

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO:	Board of Trustees
FROM:	Joy C. Gabler
DATE:	11/09/20
FOR:	☑ Board Meeting☑ Superintendent's Cabinet
FOR:	☐ Information ☐ Action – Under <i>Future Items</i>
Date you wish t	o have your item considered: 11/18/20
ITEM:	Set the HESD's Annual Organizational Meeting fo December 16, 2020
PURPOSE:	Assembly Bill 2449 moved the date from the first Friday in December to the second Friday in December for Board Members to take office as well as holding the annual Organizational Meeting Holding HESD's annual Organizational Meeting on Wednesday December 16 th falls within the identified window, December 13 - 27, as enacted into law.
FISCAL IMPA	ACT: None

RECOMMENDATIONS: Approve