

Hanford Elementary School District

REGULAR BOARD MEETING AGENDA

Wednesday, January 27, 2021

HESD District Office Board Room
714 N. White Street, Hanford, CA

In accordance with Governor Newsom's Executive Order N-29-20 Paragraph 3, the HESD Board Meeting will have teleconferencing and video conferencing available.

For members of the public interested in remotely viewing the HESD Board Meeting please visit the following link to access the live video stream:

<https://www.hanfordesd.org/hesdtv>

Individuals who wish to address the Board may do so by

- Submitting an email to public-comment@hanfordesd.org
- Leaving a voice message by calling 559-585-3604 (voice message will be transcribed).

Please include your name, agenda item number or subject matter being addressed, along with a 250-word description of the subject matter being addressed.

Voice message public comments must be received no later than 3:30 p.m. on the day of the meeting in order to be part of the record for the Board's information and/or discussion.

Public comments submitted by e-mail or voice message will be included in the minutes.

Please note that consistent with Board Bylaw 9323, any statements submitted for public comment that are inappropriate in nature, including, but not limited to statements that are obscene, threatening or substantially disruptive to school operations, will either be redacted, or will not be posted.

OPEN SESSION

5:30 p.m.

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

5:30 P.M. 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 Elected District Sites (Endo)

- *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.*

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 12/11/20, 12/18/20, 12/23/20, 12/28/20, 01/04/21, 01/06/21 and 01/08/21.
- b) Approve minutes of the Annual Reorganizational Meeting held on December 16, 2020.
- c) Approve interdistrict transfers as recommended.
- d) Approve donation of \$98.38 from Shoparoo.
- e) Approve donation of \$31.50 from Box Top Education.
- f) Approve donation of \$250.00 from The Wonderful Company Foundation.
- g) Approve donation of \$1240.02 from Roosevelt Parent Teacher Club.
- h) Approve donation of \$164.00 from Spirit & Pride.
- i) Approve donation of holiday items valued at \$75.00 from Rose Carrasco.

3. INFORMATION ITEMS

- a) Receive for information the monthly financial reports for the period of 07/01/2020-12/31/2020 (Endor)
- b) Receive for information the report from the Parent Advisory Committee from 12/8/2020 meeting (Carlton)
- c) Receive for information the District English Learner Advisory Committee from 12/10/2020 meeting (Gomez)
- d) Receive for information the Notice of Completion for the Monroe Parking Lot Project (Potter)
- e) Receive for information the following revised Board Policy: (Carlton)
 - BP 0410 – Nondiscrimination in District Programs and Activities

4. BOARD POLICIES AND ADMINISTRATION

- a) Consider for approval the California School Accountability Report Cards (Carlton)
- b) Consider for approval the solicitation of bids for the Lee Richmond Elementary Modernization Project (Potter)
- c) Consider for approval the proposal with Forensic Analytical Consulting Services, Inc. for Lee Richmond asbestos and lead paints/coating removal (Potter)
- d) Consider for approval the following deleted Board Policy and Administrative Regulation and new Board policy and UCP Annual Notice: (Carlton)
 - BP/AR 1212.3 – Uniform Complaint Procedures (delete)
 - BP 1213.3 – Uniform Complaint Procedures (new)
 - UCP Annual Notice (new)

5. PERSONNEL (Martinez)

a) Employment

Classified

- Jenova Ortiz, Account Technician II – 8.0 hrs., Fiscal Services, effective 12/14/20
- Maria Villa Fernandez, Custodian II – 8.0 hrs., Kennedy, effective 12/21/20
- Jose Castellanos Lemus, Custodian II – 8.0 hrs., Monroe/King, effective 12/22/20

Temporary Employees/Substitutes

- Allen Christian Altamirano, Substitute READY Program Tutor, Special Education Aide, Special Circumstance Aide and Yard Supervisor, effective 1/11/21

Yard Supervisor

- Audussie Martinez, Yard Supervisor – 3.0 hrs., Roosevelt, effective 1/11/21
- Olga Ramirez, Yard Supervisor – 2.5 hrs., Washington, effective 1/11/21
- Maria Ibarra Gomez, Yard Supervisor – 2.5 hrs., Monroe, effective 1/11/21
- Guadalupe Lopez, Yard Supervisor – 1.0 hrs., Jefferson, effective 1/11/21
- Violeta Naranjo, Yard Supervisor – 3.5 hrs., Roosevelt, effective 1/11/21

b) Resignations

- Veronica Leach, Yard Supervisor – 2.5 hrs., Hamilton, effective 12/25/20
- Adilene Lopez, Administrative Secretary II, Confidential – 8.0 hrs., Fiscal Services/Facilities-DO, effective 12/11/20
- Ariel Masterson, Licensed Vocational Nurse – 6.0 hrs., Jefferson, effective 1/18/21
- Darryl Parks, Substitute Custodian II, effective 3/3/20

c) Promotion

- Shereese Rose, from Personnel Specialist – 8.0 hrs., to Classified Personnel Manager – 8.0 hrs., Human Resources, effective 1/19/21

d) Reclassifications

- Barbara Chasmar, from Food Service Utility Worker – 8.0 hrs., (Range 8), to Lead Food Service Worker – 8.0 hrs., (Range 9), Kennedy, effective 1/28/21,
- Gina Wibeto, from Food Service Utility Worker – 8.0 hrs., (Range 8), to Lead Food Service Worker – 8.0 hrs., (Range 9), Wilson, effective 1/28/21

e) Job Descriptions

- Account Clerk I (revised)
- Food Service Utility Worker (revised)
- Food Service Worker I (revised)
- Food Service Worker II (revised)
- Lead Food Service Worker (new)

f) Consider approval of Co-Sponsor Partnership Agreement between the Tulare County Office of Education IMPACT Intern Program and the Hanford Elementary School District

- Authorize agreement to collaborate with Tulare County Office of Education by developing and delivering a quality teacher preparation program through PROJECT IMPACT; New teacher and leadership development IMPACT Intern Program. This is a two-year agreement effective August 1, 2020 through July 31, 2022.

6. FINANCIAL (Endo)

- a) Consider for adoption the #18-21: Allowing the District to apply for funding from the Public Benefits Grant – New Alternative Fuel Vehicle Purchase Program

- b) Consider for adoption the #19-21: Kings County Investment Policy
- c) Consider for adoption the #20-21: Facility Solutions Agreement with SitelogIQ
- d) Consider declaring items surplus

CLOSED SESSION

- **Personnel** *(Pursuant to Government Code 54956.9, Trustees will adjourn to Closed Session to discuss the items listed below. The items to be discussed shall be announced in accordance with Government Code Section 54954.5 and/or under Education Code Provisions)*
 - Public Employee Performance Evaluation (GC 54957) – Superintendent

OPEN SESSION

- Take action on closed session items

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 January 27, 2021, 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: 01/13/21

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 01/15/2021

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 01/27/2021

ITEM:

Consider approval of warrants.

PURPOSE:

The administration is requesting the approval of the warrants as listed on the registers dated: 12/11/20, 12/18/20, 12/23/20, 12/28/20, 01/04/21, 01/06/21 and 01/08/21.

FISCAL IMPACT:

See attached.

RECOMMENDATIONS:

Approve the warrants.

Warrant Register For Warrants

Dated 12/11/2020

Warrant Number	Vendor Number	Vendor Name	Amount
12650708	7255	ACER AMERICA CORPORATION Warehouse	\$1,599.74
12650709	6745	JUANA AGUILAR Allowance	\$183.38
12650710	6431	AMAZON.COM Instl Matls/Warehouse/Medical Supplies	\$5,098.42
12650711	59	ARAMARK UNIFORM & CAREER Kitchen Services	\$263.84
12650712	6253	AT&T Telephone	\$118.13
12650713	1690	BATTERY SYSTEMS Maintenance Supplies	\$134.12
12650714	7650	VALERIE BRAKEMAN Other Services	\$14.95
12650715	7554	BRIANA CAMARA STRS Refund	\$7.95
12650716	7651	AMANDA CAREY STRS Refund	\$7.29
12650717	7311	KIMBERLY CARRERA READY Matls	\$21.86
12650718	304	NICK CHAMPI ENTERPRISES INC. Tech Matls-McCarthy	\$12,167.68
12650719	7099	CHARGEPOINT INC. Facilities Matls	\$1,474.69
12650720	7123	CHILD1ST PUBLICATIONS LLC Special Ed Matls	\$158.07
12650721	6236	ALEXANDRIA CODAY Allowance	\$58.08
12650722	4178	COOK'S COMMUNICATION Repairs	\$190.42
12650723	4571	ERICA D'SOUZA STRS Refund	\$.67
12650724	405	DASSEL'S PETROLEUM INC. Fuel	\$3,954.46
12650725	405	DASSEL'S PETROLEUM INC. Kitchen Fuel	\$218.07
12650726	5463	SARA DECUIR Allowance	\$104.33
12650727	7649	ANTHONY DIAZ Other Services	\$30.00
12650728	5464	TORREYA EDWARDS STRS Refund	\$3.98
12650729	5894	CHRISTOPHER FANNIN STRS Refund	\$63.09
12650730	3682	FASTENAL Maint/Grounds Supplies	\$335.88
12650731	4001	JENNIFER FAUNTLEROY Paper Supplies	\$48.05
12650732	1769	FRESNO PRODUCE Food	\$5,960.26
12650733	1393	GAS COMPANY Gas	\$2,520.03
12650734	591	GOLD STAR FOODS Food	\$6,383.27
12650735	4135	CHRISTINA GONZALES STRS Refund	\$18.19
12650736	604	GRAINGER Instl Matls	\$542.52
12650737	622	CHERYL GUILBEAU STRS Refund	\$120.24
12650738	3656	HANFORD AUTO & TRUCK PARTS Transportation Supplies	\$1,008.07
12650739	632	CITY OF HANFORD Water/Sewer	\$19,323.66
12650740	5648	STACIE JOHNSON Software License	\$80.00
12650741	5990	KELLER FORD Grounds/Transportation Supplies	\$167.85
12650742	3962	KINGS COUNTY GLASS Repairs	\$1,239.99
12650743	801	KINGS COUNTY MOBILE LOCKSMITH Repairs	\$498.03
12650744	802	KINGS COUNTY PIPE & SUPPLY Maint/Grounds Matls	\$457.77
12650745	808	KINGS WASTE & RECYCLING Garbage	\$81.20
12650746	808	KINGS WASTE & RECYCLING Garbage	\$335.60
12650747	7248	MEGAN LETSON Allowance	\$200.00
12650748	6749	LIVESCHOOL Software License	\$1,707.75
12650749	7652	TYLER LOURENCO STRS Refund	\$7.95
12650750	4629	LOWE'S OF HANFORD Instl Matls	\$46.63
12650751	7260	LOWE'S PRO SERVICES Maint Supplies	\$36.48
12650752	977	ORAL E. MICHAM INC. Buildings & Improvements	\$188,466.04
12650753	2491	MID-COUNTY FIRE EXTINGUISHER Transp Matls	\$478.45
12650754	2649	PEGGY NOBLE Allowance	\$197.09
12650755	6162	ALYSSA NULL STRS Refund	\$22.74

Warrant Register For Warrants

Dated 12/11/2020

Warrant Number	Vendor Number	Vendor Name	Amount
12650756	5111	P & R PAPER SUPPLY COMPANY INC Kitchen Supplies	\$1,001.09
12650757	7383	ALISHA PETERSON Mileage	\$572.70
12650758	7566	MARIA PLACENCIA Mileage	\$126.50
12650759	7536	LISA POLDER STRS Refund	\$3.23
12650760	1168	PRODUCERS DAIRY PRODUCTS Food	\$11,356.44
12650761	5067	RUSSELL SIGLER INC Maint Supplies	\$109.04
12650762	5287	TRACY RYAN Allowance	\$157.99
12650763	5904	CRUZ SANCHEZ-LEAL Instl Matls	\$96.51
12650764	2985	ELIZABETH SASSELLI Allowance	\$76.71
12650765	6364	MELISA SCOTT-MCCALLION Allowance	\$200.00
12650766	3131	SHERWIN-WILLIAMS CO Maint Supplies	\$82.80
12650767	1356	SILVAS OIL COMPANY INC. Fuel	\$514.78
12650768	1801	SMART & FINAL STORES (HFD KIT) Food	\$7.96
12650769	3800	SONITROL OF FRESNO Alarm Service	\$7,596.00
12650770	1389	PATRICIA SOPER STRS Refund	\$12.89
12650771	1392	SOUTHERN CALIFORNIA EDISON CO. Electricity	\$3,230.22
12650772	2031	SOUTHWEST SCH & OFFICE SUPPLY Warehouse	\$13,537.87
12650773	6785	SPY SCREEN & IMAGE PRINTING COVID Matls	\$26,287.88
12650774	4381	STAPLES - BUSINESS ADVANTAGE Allowance/Office Supplies/Instl Matls	\$1,884.20
12650775	2277	BRIAN STONE Instl Matls	\$24.61
12650776	7092	SUNCREST BANK Buildings & Improvements	\$9,919.28
12650777	1444	SYSCO FOODSERVICES OF MODESTO Food	\$13,049.57
12650778	6823	TCG GROUP HOLDINGS Other Services	\$260.00
12650779	7555	NICOLE TIDWELL STRS Refund	\$8.76
12650780	1521	UNITED REFRIGERATION INC. Maint Supplies	\$461.93
12650781	3154	UPS Postage	\$405.37
12650782	6943	WEST VALLEY SUPPLY Grounds Supplies	\$550.39
12650783	1603	WESTERN BUILDING MATERIALS Repairs	\$5,122.00
12650784	1649	LUPE YADETA Allowance	\$193.50
Total Amount of All Warrants:			\$353,007.18

Credit Card Register For Payments

Dated 12/11/2020

Document Number	Vendor Number	Vendor Name	Amount
14029875	2	A-Z BUS SALES INC Transportation Supplies	\$523.88
14029876	126	BEDARD CONTROLS INC. Repairs	\$4,676.06
14029877	179	BUDDY'S TROPHY SUPPLY READY Matls	\$61.94
14029878	415	DELRAY TIRE & RETREADING INC. Repairs	\$261.87
14029879	509	EWING IRRIGATION PRODUCTS Grounds Supplies	\$893.35
14029880	529	FOLLETT SCHOOL SOLUTIONS eBooks	\$5,477.60
14029881	599	GOPHER SPORT Instl Matls	\$1,425.99
14029882	1002	MORGAN & SLATES INC. Grounds Matls	\$79.94
14029883	1071	ORIENTAL TRADING CO. INC. Special Ed Matls	\$75.02
14029884	2126	READ NATURALLY Software License	\$690.00
14029885	3849	SCHOLASTIC BOOK CLUBS Books	\$329.79
14029886	1313	SCHOLASTIC TEACHERS STORE Books	\$1,690.58
14029887	1466	TERMINIX INTERNATIONAL Kitchen Pest Control	\$40.00
Total Amount of All Credit Card Payments:			\$16,226.02

Warrant Register For Warrants

Dated 12/18/2020

Warrant Number	Vendor Number	Vendor Name	Amount
12651178	2352	AMS.NET Equipment/Tech Services	\$137,290.25
12651179	59	ARAMARK UNIFORM & CAREER Kitchen Services	\$395.76
12651180	7654	PAULA ARNOLD Prepaid Meals	\$93.00
12651181	6253	AT&T Telephone	\$1,316.12
12651182	3258	BANK OF AMERICA Conference/Homeless Needs/Tech Services	\$628.16
12651183	6990	JESSICA BATEMAN READY Matls	\$27.31
12651184	236	STATE OF CALIFORNIA HR Services	\$211.00
12651185	3822	LINDSEY CALVILLO Social Dist Matls/Staff Luncheon	\$116.84
12651186	7236	GINA CARINALLI-BARNES Allowance	\$192.13
12651187	267	CORINA CARRERA Mileage	\$14.26
12651188	1954	KATHALEEN S. CARRI Allowance	\$75.89
12651189	324	CHILDS & COMPANY INC. Maint Supplies	\$914.47
12651190	6414	CONSOLIDATED TESTING LABORATORY Land Improvements	\$856.25
12651191	414	DELL COMPUTER CORPORATION Dist Learning Matls	\$139,792.68
12651192	5150	ARIELA DZERIGIAN Allowance	\$198.74
12651193	506	ETA HAND2MIND READY Matls	\$21.85
12651194	6232	FOLLETT LIBRARY RESOURCES eBooks	\$13,004.11
12651195	533	FOUNDATION FOR EDUCATIONAL Conference	\$325.00
12651196	4832	STACY FREITAS Mileage	\$11.27
12651197	1769	FRESNO PRODUCE Food	\$7,264.21
12651198	6418	FROG STREET PRESS Textbooks	\$7,893.58
12651199	7653	IRMA GARCIA Dist Learning Matls	\$33.24
12651200	1393	GAS COMPANY Gas	\$5,276.63
12651201	3305	GILBERT ELECTRIC COMPANY Repairs	\$875.00
12651202	591	GOLD STAR FOODS Food	\$2,890.98
12651203	4049	SHERI GORDON Dist Learning Matls	\$33.24
12651204	3253	CORI GRIFFIN Allowance	\$200.00
12651205	4793	RUTH M HERNANDEZ Allowance	\$175.73
12651206	2188	THE HOME DEPOT PRO Instl Matls/Custodial Supplies	\$1,335.53
12651207	5882	LINDSAY HOWELL Allowance	\$144.00
12651208	7017	JORDAN JACKSON Allowance	\$47.46
12651209	764	RICHARD JOHNSTON Social Dist Matls	\$627.55
12651210	779	KEENAN & ASSOC. CPIC Health & Welfare	\$5,490.00
12651211	778	KEENAN & ASSOC. MED. EYE SERV. Health & Welfare	\$10,272.47
12651212	5828	KINGS COUNTY DEPT OF PUBLIC WORKS Fuel	\$74.78
12651213	796	KINGS COUNTY OFFICE OF ED Other Services	\$552,289.29
12651214	2033	ROSEMARY LERMA Allowance	\$182.41
12651215	7260	LOWE'S PRO SERVICES Maint/Grounds/Transp Supplies	\$1,660.08
12651216	5018	WAIVE MAZE Mileage	\$21.05
12651217	7575	ELIZABETH MCGRATH READY Matls	\$46.41
12651218	1863	FRANCIS K. MWANGI Allowance	\$198.29
12651219	6965	MYSTERY SCIENCE INC. Instl Matls	\$99.00
12651220	5111	P & R PAPER SUPPLY COMPANY INC Kitchen Supplies	\$726.08
12651221	7628	PACKETWATCH Tech Services	\$5,050.00
12651222	4088	ESTHER PHELPS Office Supplies/Instl Matls	\$166.74
12651223	1168	PRODUCERS DAIRY PRODUCTS Food	\$6,231.42
12651224	4465	CYNTHIA PURSELL Instl Matls/Social Dist Matls	\$936.11
12651225	7449	JAMIE REYES-CAMARGO Mileage	\$29.90

Warrant Register For Warrants

Dated 12/18/2020

Warrant Number	Vendor Number	Vendor Name	Amount
12651226	3743	SHRED-IT USA – FRESNO Shred Service	\$209.65
12651227	1367	SISC III Health & Welfare	\$595,382.75
12651228	3800	SONITROL OF FRESNO Repairs	\$723.32
12651229	1392	SOUTHERN CALIFORNIA EDISON CO. Electricity	\$22,535.77
12651230	2031	SOUTHWEST SCH & OFFICE SUPPLY Warehouse	\$1,596.74
12651231	1403	STANISLAUS FOUNDATION – DENTAL Other Services	\$15,776.10
12651232	1405	STAPLES CREDIT PLAN Social Dist Matls/Safety Matls	\$452.78
12651233	1444	SYSCO FOODSERVICES OF MODESTO Food	\$26,412.87
12651234	5946	THE HARTFORD Health & Welfare	\$1,221.63
12651235	2138	THE TREE HOUSE Warehouse	\$1,732.89
12651236	3749	ULINE INC Warehouse Supplies	\$375.24
12651237	2822	GRISELDA YRIGOLLEN Allowance	\$58.12
Total Amount of All Warrants:			\$1,572,234.13

**Credit Card Register For Payments
Dated 12/18/2020**

Document Number	Vendor Number	Vendor Name	Amount
14029936	3336	HOBART CORPORATION Repairs	\$3,551.58
14029937	6114	MCGRAW-HILL EDUCATION McCarthy Supplies	\$3,964.29
14029938	1802	MEDALLION SUPPLY Maint Supplies	\$737.79
14029939	1278	S & S WORLDWIDE INC. Instl Matls	\$253.16
14029940	3849	SCHOLASTIC BOOK CLUBS Books	\$845.19
14029941	1466	TERMINIX INTERNATIONAL Pest Control	\$432.00
14029942	1702	TRIPLE J CONCRETE Grounds Matls	\$418.69
14029943	1568	VISALIA TIMES-DELTA Other Services	\$788.12

Total Amount of All Credit Card Payments:**\$10,990.82**

**Warrant Register For Warrants
Dated 12/23/2020**

Warrant Number	Vendor Number	Vendor Name	Amount
12651526	59	ARAMARK UNIFORM & CAREER Laundry/Mop/Mat Services	\$3,290.79
Total Amount of All Warrants:			\$3,290.79

Warrant Register For Warrants

Dated 12/28/2020

Warrant Number	Vendor Number	Vendor Name	Amount
12651644	6431	AMAZON.COM Books/Instl Matls/Allowance	\$9,721.85
12651645	6253	AT&T Telephone	\$1,201.87
12651646	3947	ATKINSON ANDELSON LOYA RUUD & ROMO Legal	\$2,293.71
12651647	7655	MARY ANN BANUELOS Payroll Liability Holding	\$4,200.00
12651648	7311	KIMBERLY CARRERA READY Matls	\$51.48
12651649	6414	CONSOLIDATED TESTING LABORATORY Land Improvements	\$710.00
12651650	4178	COOK'S COMMUNICATION Radio Matls	\$515.40
12651651	4092	FITNESS FINDERS INC Instl Matls	\$486.34
12651652	2290	ROBERT A. GARCIA Reissue Refund	\$2.98
12651653	1393	GAS COMPANY Gas	\$1,761.38
12651654	7592	HANFORD SENTINEL Other Services	\$269.16
12651655	2188	THE HOME DEPOT PRO Custodial Supplies	\$1,050.68
12651656	7656	DELORIS KEETON Payroll Liability Holding	\$800.00
12651657	3760	KINGS COUNTY AIR Buildings & Improvements	\$17,555.00
12651658	796	KINGS COUNTY OFFICE OF ED Other Services	\$171.43
12651659	6986	MORGAN LAMBERT Allowance	\$188.88
12651660	1863	FRANCIS K. MWANGI Incentives	\$106.53
12651661	3319	NATIONAL COUNCIL OF Virtual Conference	\$175.00
12651662	5510	NEWEGG.COM Tech Matls	\$295.46
12651663	5934	PEARSON - CLINICAL ASSESSMENT Software License	\$29.90
12651664	7445	PRO-PT Other Services	\$110.00
12651665	1188	QUILL LLC Warehouse	\$3,160.57
12651666	5067	RUSSELL SIGLER INC Maint Matls	\$392.07
12651667	1285	SAFETY-KLEEN SYSTEMS INC. Other Services	\$153.02
12651668	1327	SCHOOL SPECIALTY LLC Warehouse	\$747.63
12651669	1356	SILVAS OIL COMPANY INC. Fuel	\$884.28
12651670	1392	SOUTHERN CALIFORNIA EDISON CO. Electricity	\$3,238.56
12651671	2031	SOUTHWEST SCH & OFFICE SUPPLY Warehouse	\$3,729.02
12651672	1401	STANDARD STATIONERY SUPPLY Warehouse	\$1,090.02
12651673	1403	STANISLAUS FOUNDATION – DENTAL Other Services	\$9,530.98
12651674	2653	VALLEY OXYGEN Maint Supplies	\$96.17
12651675	1575	WALMART COMMUNITY RFCSLLC Homeless Needs	\$3,534.43
12651676	4974	WILBOOKS Software License	\$495.00
12651677	1619	WILBUR-ELLIS COMPANY LLC Grounds Matls	\$1,241.27

Total Amount of All Warrants:

\$69,990.07

Credit Card Register For Payments
Dated 12/28/2020

Document Number	Vendor Number	Vendor Name	Amount
14029991	297	CENTRAL SANITARY SUPPLY Warehouse	\$366.80
14029992	529	FOLLETT SCHOOL SOLUTIONS eBooks/Books	\$87,330.98
14029993	5370	NORMAN S. WRIGHT-DUCKWORTH Equipment	\$762.38
14029994	2126	READ NATURALLY Instl Matls	\$1,118.58
14029995	5815	SCHOLASTIC STORE ONLINE Books	\$560.44
Total Amount of All Credit Card Payments:			\$90,139.18

Warrant Register For Warrants

Dated 01/04/2021

Warrant Number	Vendor Number	Vendor Name	Amount
12652131	7641	ADVANCED SANITIZING Covid Materials	\$1,003.86
12652132	91	AUTOMATED OFFICE SYSTEMS Leases	\$3,737.83
12652133	150	BLINDS ETC. Repairs	\$35.00
12652134	7283	CA DEPT OF TAX & FEE ADMINISTRATION Fuel Tax	\$2.62
12652135	269	CARSON-DELLOSA PUBLISHING CO. Instructional Materials	\$53.60
12652136	1393	GAS COMPANY Gas	\$784.62
12652137	571	GEARY PACIFIC SUPPLY Maintenance Supplies	\$88.07
12652138	7642	JUNIOR LIBRARY GUILD Software License	\$6,307.88
12652139	7502	PLAIN INSANE GRAPHICS READY Materials	\$315.10
12652140	7644	SIERRA SANITATION INC Rentals	\$607.11
12652141	4541	STONEYS CONCRETE LLC Grounds Materials	\$379.75
12652142	1506	TWB INSPECTIONS Land Improvements	\$3,500.00
12652143	1508	U.S. POSTAL SERVICE (CMRS-POP) Postage	\$6,000.00
12652144	1558	VERIZON WIRELESS Telephone	\$1,096.73
Total Amount of All Warrants:			\$23,912.17

Credit Card Register For Payments
Dated 01/04/2021

Document Number	Vendor Number	Vendor Name	Amount
14030007	2461	GAMETIME Equipment	\$5,824.03
14030008	5057	JMP BUSINESS SYSTEMS INC Warehouse Materials	\$759.98
14030009	3849	SCHOLASTIC BOOK CLUBS Books	\$534.11
14030010	1313	SCHOLASTIC TEACHERS STORE Books	\$531.91
Total Amount of All Credit Card Payments:			\$7,650.03

Warrant Register For Warrants
Dated 01/06/2021

Warrant Number	Vendor Number	Vendor Name	Amount
12652179	3031	A-Z BUS SALES – 5 Electric Bus Purchases	\$1,927,805.68
Total Amount of All Warrants:			\$1 , 927 , 805 . 68

Warrant Register For Warrants
Dated 01/08/2021

Warrant Number	Vendor Number	Vendor Name	Amount
12652249	6253	AT&T - Utilities	\$45.05
12652250	5786	DOCUMENT TRACKING SERVICES - Services	\$142.58
12652251	507	EVAN-MOOR EDUC. PUBLISHERS – Materials & Supplies	\$31.08
12652252	556	JOY GABLER - Materials & Supplies	\$194.30
12652253	1393	GAS COMPANY - Utilities	\$7,239.50
12652254	7212	JESSICA GONZALES – Payroll Vol Ded Refund	\$120.00
12652255	2188	THE HOME DEPOT PRO - Materials & Supplies	\$452.45
12652256	5342	INNOVATION COMMERCIAL FLOORING - Services	\$14,283.00
12652257	779	KEENAN & ASSOC. CPIC – Health and Welfare	\$5,497.50
12652258	778	KEENAN & ASSOC. MED. EYE SERV. – Health and Welfare	\$10,280.84
12652259	7457	KG COMMUNICATIONS INC. - Services	\$1,174.45
12652260	3962	KINGS COUNTY GLASS - Services	\$320.20
12652261	802	KINGS COUNTY PIPE & SUPPLY - Materials & Supplies	\$208.67
12652262	838	LAWRENCE TRACTOR COMPANY - Materials & Supplies	\$33.55
12652263	912	MANGINI ASSOCIATES INC. - Services	\$2,518.20
12652264	977	ORAL E. MICHAM INC. – Lincoln Modernization	\$19,748.33
12652265	977	ORAL E. MICHAM INC. – Washington Modernization	\$1,608.94
12652266	5510	NEWEGG.COM - Materials & Supplies	\$107.89
12652267	1327	SCHOOL SPECIALTY LLC - Books	\$443.80
12652268	1367	SISC III – Health and Welfare	\$596,476.75
12652269	1392	SOUTHERN CALIFORNIA EDISON CO. - Utilities	\$18,930.87
12652270	1404	STANISLAUS FOUNDATION – ADMIN – Health and Welfare	\$2,643.25
12652271	1403	STANISLAUS FOUNDATION – DENTAL – Health and Welfare	\$29,075.46
12652272	4381	STAPLES - BUSINESS ADVANTAGE - Materials & Supplies	\$572.54
12652273	7092	SUNCREST BANK – Lincoln Modernization	\$1,039.38
12652274	7092	SUNCREST BANK – Washington Modernization	\$84.68
12652275	5946	THE HARTFORD – Health and Welfare	\$1,210.24
12652276	5915	STEFANIE UMSCHIED – Payroll Vol Ded Refund	\$54.00
12652277	1521	UNITED REFRIGERATION INC. – Materials & Supplies	\$173.14
Total Amount of All Warrants:			\$714,710.64

Credit Card Register For Payments
Dated 01/08/2021

Document Number	Vendor Number	Vendor Name	Amount
14030016	2	A-Z BUS SALES INC – Materials & Supplies	\$263.51
14030017	831	LAKESHORE LEARNING MATERIALS - Materials & Supplies	\$1,004.81
14030018	1071	ORIENTAL TRADING CO. INC. - Materials & Supplies	\$238.91
14030019	3849	SCHOLASTIC BOOK CLUBS - Books	\$742.35
Total Amount of All Credit Card Payments:			\$2,249.58

Warrant Register For Warrants
Dated 01/08/2021

Warrant Number	Vendor Number	Vendor Name	Amount
12652472	1392	SOUTHERN CALIFORNIA EDISON CO. – Application Fee/Bus Barn	\$5,100.00
Total Amount of All Warrants:			\$5,100.00

Hanford Elementary School District
Minutes of the Annual Organizational Board Meeting
December 16, 2020

Minutes of the Annual Organizational Board Meeting of the Hanford Elementary School District Board of Trustees on December 16, 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. Trustees Garcia, Hernandez, and Strickland were present. Trustee Garner was absent.

HESD Managers Present Joy C. Gabler, Superintendent, and the following administrators were present: Kristina Baldwin, Lindsey Calvillo, Doug Carlton, Debra Colvard, Kenny Eggert, David Endo, Javier Espindola, Ramiro Flores, Matthew Gamble, David Goldsmith, Lucy Gomez, Lindsay Hastings, Rick Johnston, Jaime Martinez, Karen McConnell, Gerry Mulligan, Jennifer Pitkin, Julie Pulis, Cynthia Pursell, Jill Rubalcava, Cruz Sanchez-Leal and Jay Strickland.

Oath of Office President Strickland acknowledged & welcomed Mr. Todd Barlow, Superintendent of Kings County Office of Education, to administer the oath of office for recently elected Board members: Timothy Revious and Greg Strickland. Mr. Barlow thanked them for having him.

ANNUAL BOARD ORGANIZATION

Secretary of the Board, Superintendent Gabler, conducted the election of officers for 2021.

Garcia elected President for 2021 Trustee Strickland nominated Trustee Garcia for President of the HESD Board of Trustees. There were no other nominations. Trustee Strickland moved that nominations be closed, Trustee Revious seconded, and the motion carried 4-0:

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

Trustees then casted their votes by roll call for Trustee Garcia as President of the Board of Trustees:

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

By unanimous vote, Trustee Garcia was elected to serve as 2021 President of HESD Board of Trustees.

Revious elected Vice-President for 2021 Trustee Garcia nominated Trustee Revious for Vice-President of the HESD Board of Trustees. There were no other nominations. Trustee Strickland moved that nominations be closed, Trustee Garcia seconded, and the motion carried 4-0:

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

Trustees then casted their vote for Trustee Revious as Vice-President of the Board of Trustees:

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

By unanimous vote, Trustee Revious was elected to serve as 2021 Vice-President of HESD Board of Trustees.

Hernandez elected Clerk for 2020

Trustee Garcia nominated Trustee Hernandez for Clerk of the Board of Trustees. There were no other nominations. Trustee Strickland moved that nominations be closed, Trustee Revious seconded, and the motion carried 4-0:

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

Trustees then casted their vote for Trustee Hernandez as Clerk of the Board:

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

By unanimous vote Trustee Hernandez was elected to serve as 2021 Clerk for the HESD Board of Trustees.

Committee Appointments

President Garcia appointed Trustees to serve on the following committees for 2021 as follows:

Budget Committee – Strickland and Garner
 Kings County School Boards Association – Garner
 HESD Educational Foundation – Revious

Trustee Revious motioned to adopt the appointed Trustees. Trustee Strickland seconded, motion carried 4-0:

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

Trustee Revious motioned to adopt the Board Meeting Calendar for 2021 with the amendment. Trustee Strickland seconded, motion carried 4-0:

Board Meeting 2021 Calendar

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

PRESENTATIONS, REPORTS AND COMMUNICATIONS

Public Comments Comment was sent via public comment email: Susan and Shawn Toste sent in "Good Evening Superintendent Gabler & School Board of Hanford Elementary School District, I received the remind text for Hanford Elementary School District closing down yet again yesterday afternoon December 7th and to say that I'm disappointed is an understatement. I have one fifth grader and an eighth grader attending Simas Elementary and Woodrow Wilson. What is most concerning to me is that there seems to not be a plan in which these students will return on a regular steady basis. Vague is the best word I can use to describe the information that was provided to us as a parent. These children need to be given the same option for in person instruction as some of the other school districts are currently supplying to the children in their districts. All across the valley larger middle schools have or are actively staying in person instruction, why is this not being considered for our students? If these plans are in fact being discussed, then why have they not been communicated to the parents in the school district? As parents who are essential workers and cannot help their children with the demands that distance learning requires, we are faced with the dilemma that we are unable to work from home and provide the adequate support that is needed for our students success. The education provided in distance learning, to no fault of most of the district's educators, is lacking in all areas. My two academically sound students are struggling to learn with Distance Learning, and motivation is lost or even ceases to exist at all. More importantly socially they are being deprived. I am worried about the mental state of my children and what this drown out long distance learning is doing to them mentally, physically, and educational. What is your timeline for providing more information and a steady education for my children who desperately need it? Eight half days of in person instructions out of the last 9+ months is wrong and hindering my children's wellbeing. We acknowledge the efforts that were made to try to get the children back on campuses but What are the districts plans for the next obstacles and hurdles that they will be faced with and trying to keep the campuses open? On a closing note, I would like this letter to be read at the next board meeting so all those who have decision making powers can hear what a concerned parent is so desperately wanting them to hear. Sincerely Concerned & Frustrated Parents."

Comment was sent via public comment email: Rebecca Bell sent in "Good afternoon staff members. My name is Rebecca Bell. My son Aiden Bell is a student at Washington elementary and is a 504 student. I understand with there being a shortage in staff, thus the closures had to be made. With students that have special needs or are 504 students, do you have a backup plan should the schools not open on 1/11. My son did so much better in the week and a half he was "in person" learning than he did in the 3 month of distance learning. His teacher, Mrs. Franklin did an excellent job, however, he does better on site. Thank you for your time."

Trustee Garcia stated many of our parents have the same concerns, and not just here, but in the valley. We didn't want to go that direction, but it happened. We were able to open and there was a lot of work that was done to make it happen, but we are also

concerned about everyone. We need to be safe. Trustee Revious stated he personally has grandchildren in the District, and he doesn't want to jeopardize their health because we are being stubborn to stay open when we have so many classes closing. We don't want to lose a child in HESD to COVID-19. One death of a child because they went to school is his biggest concern. 1 out 6000 is too many. He thinks we are doing the right thing. Trustee Garcia added we are also concerned for the safety of our teachers and classified employees needed to make our District run safely. We are always open for solutions and ideas and we will continue to work with each other to see what we can do. Trustee Strickland agrees and added the safety of our students and employees is important. We are pro-opening and we will do it when feasible.

Board and Staff Comments

Gina Young, Vice President of HETA, stated they understand the transfer from in person to distance learning was made for student and staff safety. They would like the Board to consider their request, if students continue in distance learning to extend the opportunity for teachers to also work from home. They believe teachers can also teach safely from home. She thanked the Board for supporting them and our students.

Superintendent Joy Gabler share a few highlights with the Board.

- Jill Rubalcava, Assistant Superintendent of Curriculum & Instruction received a call from KhanKids, a virtual platform used by students to support with Math and ELA, HESD is the top user in the country.
- Lions Club International Peach Poster Art Contest winners are posted on HESD website.
- The HESD Winter Band Concert is also up on our HESD website for anyone to watch. Our band teacher did an amazing job putting this virtual production together as did all of the band students.
- Gerry Mulligan was recognized for his dedication to HESD. The staff and Board shared kind words with him.

Requests to Address the Board

None

Dates to Remember

President Garcia reviewed dates to remember: Winter Break - December 21st to January 8th; Holiday-Christmas - December 24th and 25th; Holiday-New Years - December 31st and January 1st; Regular Board meeting on January 27th.

CONSENT ITEMS

Trustee Revious made a motion to take consent items "a" through "d" together. Trustee Strickland seconded; motion carried 4-0:

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

Trustee Revious then made a motion to approve consent items "a" through "d". Trustee Strickland seconded; motion carried 4-0:

Garcia – Yes
 Garner – Absent

Hernandez – Yes
 Revious – Yes
 Strickland – Yes

The items approved are as follows:

- a) Warrant listings dated November 13, 2020; November 18, 2020; November 20, 2020; November 30, 2020 and December 4, 2020.
- b) Minutes of Regular Board Meeting held on November 18, 2020.
- c) Interdistrict transfers as recommended.
- d) Donation for a dinner valued at \$50.00 from Best Buy Market to Lee Richmond.

INFORMATION ITEMS

HESD COVID-19 Update Joy Gabler, Superintendent, presented for information an update on HESD's COVID-19 update.

Trustee Garcia shared a document he requested from the Superintendent's Office showing which districts in Kings County are in Distance Learning. He added we have the biggest District in Kings County with students and staff. We are concerned but we cannot control what others do. We can only control our District and continue to do what is safe for us.

2020-2021 Annual Williams Report Joy Gabler, Superintendent, presented for information the 2020 – 2021 Annual Williams Report. That had zero finding. She thanked the staff in charge of making the report clean and smooth.

Monthly Financial Report 7/1/20-11/30/20 David Endo, Chief Business Official, presented for information the monthly financial reports for the period of 07/01/2020-11/30/2020.

Classified Employee Summer Assistance Program David Endo, Chief Business Official, presented for information the Classified Employee Summer Assistance Program that will continue for this upcoming summer.

Notice of Completion: Washington and Lincoln Gerry Mulligan, Director of Facilities and Operations, presented for information the notice of completion for Washington and Lincoln modernization projects.

BP/AR 1312.3 Doug Carlton, Director of Program Development, Assessment and Accountability, presented for information the following deleted Board Policy, deleted Administrative Regulation, new Board policy and new UCP Annual Procedures:

- BP/AR 1312.3 – Uniform Complaint Procedures (delete)
- BP 1312.3 – Uniform Complaint Procedures (new)
- UCP Annual Notice (new)

BOARD POLICIES AND ADMINISTRATION

2020-2021 School Plans

Trustee Strickland made a motion to approve the 2020-2021 School Plans for Student Achievement. Trustee Hernandez seconded; motion carried 4-0:

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

PERSONNEL

Trustee Revious made a motion to take Personnel items “a” through “h” together. Trustee Hernandez seconded; the motion carried 4-0:

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

Trustee Revious then made a motion to approve Personnel items “a” through “h”. Trustee Hernandez seconded; the motion carried 4-0:

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

Item “a” – Employment

The following items were approved:

Classified Management

- William C. Potter, Jr., Director of Facilities and Operations, Facilities and Operations/DO, effective 12/18/20

Certificated

- Virginia Silva, Teacher, Probationary, Washington, effective 11/18/20

Certificated Short-term Employment to Assist with Reopening

- Sharon R-Williams, Substitute Teacher, Jefferson, effective 11/16/20 as needed through 6/4/20
- Jesus Rodriguez, Short-term 2nd Grade Teacher, Jefferson, effective 11/17/20 to 6/4/20
- Melonie Robinson, Short-term 7th grade Math/Science Teacher, Kennedy, effective 11/30/20 to 6/4/20

Classified

- Darius Jackson, Special Education Aide – 5.0 hrs., Roosevelt, effective 11/10/20

Temporary Employees/Substitutes

- Maira Apodaca, Short-term Yard Supervisor – 1.0 hr., King, effective 11/2/20 to 12/18/20
- Tania Garcia, Short-term Bus Driver – 4.5 hrs., Transportation/DSF, effective 11/13/20 to 1/29/21
- Maria Ibarra Gomez, Substitute Yard Supervisor, effective 11/4/20; Short-term Yard Supervisor – 3.0 hrs., Monroe, effective 11/4/20 to 12/18/20
- Evette Gonzalez, Short-term Food Service Worker I – 3.0 hrs., Simas, effective 11/19/20 to 12/18/20
- Jeri Higdon, Short-term Classified Personnel Manager, Human Resources, effective 1/4/21 to 6/30/21

- Brooke King, Short-term Student Specialist – 8.0 hrs., Monroe, effective 11/30/20 to 12/18/20
- Isabel Amado Leal, Substitute READY Program Tutor, Translator: Oral Interpreter and Written Translator, effective 10/26/20
- Guadalupe Lopez, Short-term Yard Supervisor – 1.0 hr., Jefferson, effective 11/9/20 to 12/18/20
- Hollie Maroon, Short-term Yard Supervisor – 3.5 hrs., Simas, effective 11/16/20 to 12/18/20
- Audussie Martinez, Short-term Yard Supervisor – 3.0 hrs., Roosevelt, effective 11/9/20 to 12/18/20
- Jirazel Meza, Short-term Yard Supervisor – 1.0 hr., Monroe, effective 11/4/20 to 12/18/20
- Violeta Naranjo, Short-term Yard Supervisor – 3.5 hrs., Roosevelt, effective 11/9/20 to 12/18/20
- Audrey Navarro, Short-term Yard Supervisor – 3.5 hrs., Simas, effective 11/16/20 to 12/18/20
- Olga Ramirez, Short-term Yard Supervisor – 2.5 hrs., Washington, effective 11/4/20 to 12/18/20
- Laura Terrazas, Substitute Licensed Vocational Nurse, effective 11/2/20
- Sarai Villaseñor, Short-term Bilingual Clerk Typist II – 8.0 hrs., Roosevelt, effective 11/9/20 to 12/18/20
- Sandra Virden, Short-term Yard Supervisor – 3.25 hrs., Lincoln, effective 11/2/20 to 12/18/20

***Item "b" –
Resignations***

- Ashley Acle, Food Service Worker II – 3.0 hrs., Wilson, effective 11/27/20
- Valarie Casarez, Yard Supervisor – 2.0 hrs., Roosevelt, effective 11/27/20
- Vicky Eversole, Food Service Worker II – 2.5 hrs., Wilson, effective 11/27/20

***Item "c" –
Promotion/
Transfer/More
hours***

- Alyssa Null, from Food Service Worker I – 3.25 hrs., Hamilton to Special Circumstance Aide – 5.75 hrs., Simas, effective 11/5/20
- Josiah Sandoval, from Custodian II – 8.0 hrs., Washington to Lead Custodian – 8.0 hrs., Roosevelt, effective 12/7/20

***Item "d" –
Temporary Out of
Class Assignment***

- Paige Morales, from READY Program Tutor – 4.5 hrs., to READY Site Lead – 5.0 hrs., Monroe, effective 11/9/20 to 2/8/21

***Item "e" –
Administrative
Transfers***

- Keshia Spain, Special Circumstance Aide – 5.75 hrs., from Richmond to Roosevelt, effective 11/6/20
- Matthew Knevelbaard, Custodian II – 8.0 hrs., from King/Monroe to Washington, effective 12/7/20

***Item "f" – Return
from Unpaid
Leave of Absence***

- Erica D'Souza, 7th Grade ELA/Social Studies Teacher, Kennedy, effective 12/17/20

***Item "g" – Staff
Changes
Resulting from
Reopening***

Effective 11/9/20 for TK/K/1st grade changes
Effective 11/16/20 for 2nd, 3rd grade changes
Effective 11/30/20 for 4th – 8th grade changes

Temporary In-Person Combination Class Assignments

- Alicia Arthur from Roosevelt K to Roosevelt T-K/K
- Rhonda Ieronimo from Monroe T-K to Monroe T-K/K
- Patricia Rodriguez from Simas K to Simas T-K/K

- Tracy Ryan from Hamilton T-K to Hamilton T-K/K
- Amanda Sewell from MLK T-K to MLK T-K/K

Temporary Involuntary Transfer

- Nicole Cartledge from Washington 3rd to Washington 2nd
- Omar Fierro from CDS 4th-6th to Roosevelt 6th
- Erin Franklin from Washington 5th to Richmond 5th
- Greg Kelley from Wilson PE to JFK 7th ELA/Social Studies
- Rosemary Lerma from Lincoln K to Lincoln 3rd
- Karina Ramirez-Padilla from MLK 3rd to Jefferson 3rd
- Oz Vasquez from CDS 7th/8th to Jefferson 6th

Temporary Reassignment

- Danielle Darpli from Instructional Coach to JFK 8th ELA/Social Studies
- Sara DeCuir from Instructional Coach to Roosevelt 5th
- Joann Graham from Instructional Coach to Washington 6th Distance Learning Nicky Nash from Instructional Coach to MLK 5th
- Peggy Noble from Instructional Coach to Lincoln 4th
- Sonia Velo from Instructional Coach to Simas 2nd

Temporary Distance Learning Assignments

- Juana Aguilar from Jefferson 2nd to Washington 4th Distance Learning
- Alicia Aleixo from Simas T-K to Simas T-K/K Distance Learning
- Raechelle Berna JFK 8th ELA/Social Studies to JFK 8th ELA/Social Studies Distance Learning
- Joe Britton from MLK 6th to MLK 6th Distance Learning
- Josefa Bustos Pelayo from Jefferson 6th to Jefferson 5th/6th grade Distance Learning
- Kelsey Cantrell from Lincoln 2nd to Lincoln 2nd Distance Learning
- Gina Carinalli-Barnes from Richmond 4th to Richmond 4th Distance Learning
- Kathaleen Carri JFK 8th ELA/Social Studies to JFK 8th ELA/Social Studies Distance Learning
- Timerie Correia from MLK 2nd to MLK 2nd Distance Learning
- Carrie Cortinas Wilson 7th ELA/Social Studies to Wilson 7th ELA/Social Studies Distance Learning
- Kathryn Coz from Roosevelt 6th to Roosevelt 6th Distance Learning
- Katelyn Cruse from Roosevelt 5th to Roosevelt 5th Distance Learning
- Ariela Dzerigian from MLK K to MLK K Distance Learning
- Graciela Garcia from JFK 7th Math/Science to JFK 7th Math/Science Distance Learning
- Kaye Garrison from Monroe 4th to Monroe 4th Distance Learning
- Olivia Gonsalves from Hamilton 3rd to Hamilton 2nd/3rd Distance Learning
- Jessica Gonzales from Monroe 3rd to Monroe 3rd Distance Learning
- Nicholas Grillias from Hamilton 5th to Hamilton 5th Distance Learning
- Jennifer Henderson from Richmond K to Richmond K Distance Learning
- Katie Heugly from Roosevelt T-K/K to Roosevelt T-K/K Distance Learning
- Linda Hickey from Hamilton K to Hamilton T-K/K Distance Learning
- Jaqueline Huerta from MLK K to MLK T-K/K Distance Learning
- Bailey Jeffus from Monroe 1st to Monroe 1st Distance Learning
- Diana Kelly from Washington K to Washington 1st Distance Learning
- Maureen Kuiper from Hamilton 6th to Hamilton 5th/6th Distance Learning
- Graciela Magallon JFK 7th ELA/Social Studies to JFK 7th ELA/Social Studies Distance Learning
- Annise Magpayo from Roosevelt 3rd to Roosevelt 3rd Distance Learning

- Andrew Martinez from Richmond 1st to Richmond 1st Distance Learning
- Eileen Martinez-Bedolla from Roosevelt 1st to Roosevelt 1st Distance Learning
- Elizabeth Mederos from Simas 5th to Simas 4th/5th Distance Learning
- Audree Mercado from Monroe 2nd to Monroe 2nd Distance Learning
- Allison Minick from Simas 2nd to Simas 2nd Distance Learning
- Christine Mizer from Roosevelt 2nd to Roosevelt 2nd Distance Learning
- Travis Paden Wilson 8th Math/Science to Wilson 8th Math/Science Distance Learning
- Stephanie Parks from JFK 7th ELA/Social Studies to JFK 7th ELA/Social Studies Distance Learning
- Ashley Perico from MLK 5th to Richmond 6th Distance Learning
- Maricely Pimentel from JFK 7th Math/Science to JFK 7th Math/Science Distance Learning
- Ashley Pond from Lincoln 3rd to Lincoln 3rd Distance Learning
- John Porras from MLK 3rd to MLK 3rd Distance Learning
- Veronica Reynoso from Jefferson 3rd to MLK 4th Distance Learning
- Jaimie Richmond from Richmond 5th to Richmond 5th Distance Learning
- Lana Sandoval JFK 8th Math/Science to JFK 8th Math/Science Distance Learning
- Dana Silva from Simas 3rd to Simas 3rd Distance Learning
- Pauline Strambi Wilson 7th Math/Science to Wilson 7th Math/Science Distance Learning
- Mario Tafolla from Monroe K to Monroe K Distance Learning
- Kelly Taggart from Hamilton 1st to Hamilton 1st Distance Learning
- Craig Vidal from Richmond 3rd to Richmond 3rd Distance Learning
- Raquel Villarino from MLK 5th to MLK 5th Distance Learning
- Takeya Washington from MLK 1st to MLK 1st Distance Learning
- Becky Wells from Lincoln 4th to Lincoln 4th Distance Learning
- Paolo Wheaton Wilson 8th ELA/Social Studies to Wilson 8th ELA/Social Studies Distance Learning
- Gaosang Xiong JFK 8th Math/Science to JFK 8th Math/Science Distance Learning

**Item "h" –
Provisional
Internship Permit
(PIP)**

The following teacher will be employed on the basis of a Provisional Internship Permit for the 2020-21 school year:

- Virginia Silva, 3rd Grade Distance Learning, Washington School

FINANCIAL

Resolution #17-21

Trustee Revious made a motion to adopt the Resolution #16-21 which allows the District to apply for funding for the electric vehicle charging stations through the Charge Up! Program administered by the San Joaquin Valley Air Pollution Control District. Trustee Strickland seconded; motion carried 4-0:

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

**Certification of
Signatures**

Trustee Strickland made a motion to approval the approval the certification of signatures. Trustee Revious seconded; motion carried 4-0:

Garcia – Yes
Garner – Absent
Hernandez – Yes

Super Co-op Revious – Yes
 Strickland – Yes
 Trustee Revious made a motion to approval the renewal of services and memorandum of understanding with the Super Co-op. Trustee Hernandez seconded; motion carried 4-0:
 Garcia – Yes
 Garner – Absent
 Hernandez – Yes
 Revious – Yes
 Strickland – Yes

OMNI Services Agreement Trustee Strickland made a motion to approve the Services Agreement with OMNI.
 Trustee Revious seconded; motion carried 4-0:
 Garcia – Yes
 Garner – Absent
 Hernandez – Yes
 Revious – Yes
 Strickland – Yes

Adjournment There being no further business, President Garcia adjourned the meeting at 6:20 p.m.
 Respectfully submitted,

Joy C. Gabler,
 Secretary to the Board of Trustees

Approved:

 Robert Garcia, President

 Lupe Hernandez, Clerk

No	Reason	Sch Req'd	Home Sch	Date
I-232	O	Simas	Armona	01/19/21
I-233	O	Simas	Armona	01/19/21
I-234	FSY	Simas	Pioneer	01/19/21
I-235	FSY	Washington	Armona	01/19/21
I-236	FLI	Jefferson	Pioneer	01/19/21
I-237	FLI	Jefferson	Pioneer	01/19/21

No	Reason	Sch Req'd	Home Sch	Date
O-149	O	Armona	Wilson	01/19/21
O-150	O	Armona	Roosevelt	01/19/21
O-151	CC	Lemoore	Lincoln	01/19/21
O-152	CC	Lemoore	Lincoln	01/19/21
O-153	O	Lemoore	Richmond	01/19/21

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Javier Espindola

DATE: December 16, 2020

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: January 27, 2021

ITEM: Consider acceptance of donation of \$98.38 from Shoparoo to Jefferson Academy.

PURPOSE: To be used for the purchase of student incentives.

FISCAL IMPACT: Increase of \$98.38 to Account #0100-1100-0-1110-1000-430000-021-0000

RECOMMENDATIONS: Accept donation.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Javier Espindola

DATE: January 11, 2021

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: January 27, 2021

ITEM: Consider acceptance of donation of \$31.50 from Box Top Education to Jefferson Charter Academy.

PURPOSE: To be used to purchase student incentives.

FISCAL IMPACT: Increase of \$31.50 to Account #0100-1100-0-1110-1000-430000-021-0000

RECOMMENDATIONS: Accept donation.

HANFORD ELEMENTARY SCHOOL DISTRICT

Agenda Request Form

TO: Joy Gabler

FROM: Ramiro Flores

DATE: 12/18/2020

FOR: (X) Board Meeting
() Superintendent's Cabinet

FOR: () Information
(X) Action

Date you wish to have your item considered: January 27, 2021

ITEM: Consider approval of donations to Roosevelt School from:
Th Wonderful Company Foundation- Check #0048757487 in amount of \$250.00.

PURPOSE: To be used to purchase student pride wear and items for the 3-B student store.

FISCAL IMPACT:

Increase to account 0100-1100-0-1110-1000-430000-026-0000 in amount of \$250.00.

RECOMMENDATION: Approve donation.

HANFORD ELEMENTARY SCHOOL DISTRICT

Agenda Request Form**TO:** Joy Gabler**FROM:** Ramiro Flores**DATE:** 1/12/2021**FOR:** (X) Board Meeting
() Superintendent's Cabinet**FOR:** () Information
(X) Action

Date you wish to have your item considered: January 27, 2021

ITEM: Consider approval of donations to Roosevelt School from:
Roosevelt Parent Teacher Club- Check #1514 in amount of \$1240.02.**PURPOSE:** To be used to purchase student pride wear to be given to students
before end of 20/21 school year.**FISCAL IMPACT:**Increase to account 0100-1100-0-1110-1000-430000-026-0000 in amount of
\$1240.02**RECOMMENDATION:** Approve donation.

HANFORD ELEMENTARY SCHOOL DISTRICTAGENDA REQUEST FORM

TO: Joy Gabler

FROM: Julie Pulis

DATE: January 15, 2021

For: ☒ Board Meeting
☐ Superintendent's Cabinet

For: ☐ Information
☒ Action

Date you wish to have your item considered: January 27, 2021

ITEM: Donation of \$164.00 from Spirit & Pride

PURPOSE: Accept donation of \$164.00 from Spirit & Pride to Monroe General Fund

Monroe Materials & Supplies \$164.00
0100-1100-0-1110-1000-430000-024-0000

FISCAL IMPACT (if any): \$164.00

RECOMMENDATION (if any): Action.

HANFORD ELEMENTARY SCHOOL DISTRICTAGENDA REQUEST FORM

TO: Joy Gabler

FROM: Julie Pulis

DATE: January 15, 2021

For: ☒ Board Meeting
☐ Superintendent's Cabinet

For: ☐ Information
☒ Action

Date you wish to have your item considered: January 27, 2021

ITEM: Donation of various holiday items valued at \$1 each from Rose Carrasco

PURPOSE: Accept donation valued at \$75.00 from Rose Carrasco

FISCAL IMPACT (if any): \$75.00

RECOMMENDATION (if any): Action.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 01/15/2021

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☒ Information
☐ Action

Date you wish to have your item considered: 01/27/2021

ITEM:

Receive for information monthly financial reports for the period of 07/01/2020-12/31/2020.

PURPOSE:

Attached are financial summaries for all of the District's funds for the period of 07/01/2020-12/31/2020.

FISCAL IMPACT:

The financial reports are informational only.

RECOMMENDATIONS:

Receive the monthly financial reports.

13 Hanford Elementary School District
 Fiscal Year: 2021
 Requested by dendo

Fiscal Position Report

December 2020

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Fund: 0100 General Fund

		December 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	\$7,098,483.00	\$28,364,753.10	\$61,811,573.00	45.89	54.11
2) Federal Revenues	8100-8299	\$446,696.84	\$7,172,063.71	\$11,032,246.59	65.01	34.99
3) Other State Revenues	8300-8599	\$1,168,691.22	\$2,159,157.38	\$7,349,871.89	29.38	70.62
4) Other Local Revenues	8600-8799	\$181,051.29	\$1,002,441.05	\$2,596,903.00	38.60	61.40
5) Total, Revenues		\$8,894,922.35	\$38,698,415.24	\$82,790,594.48	46.74	53.26
EXPENDITURES						
1) Certificated Salaries	1000-1999	\$2,766,819.84	\$13,875,021.21	\$31,539,376.00	43.99	56.01
2) Classified Salaries	2000-2999	\$1,017,733.14	\$5,643,105.46	\$12,385,807.00	45.56	54.44
3) Employee Benefits	3000-3999	\$1,479,066.33	\$7,300,503.02	\$20,647,460.00	35.36	64.64
4) Books and Supplies	4000-4999	\$481,841.57	\$2,053,394.84	\$5,503,486.99	37.31	62.69
5) Services, Oth Oper Exp	5000-5999	\$977,143.89	\$3,430,390.95	\$6,768,815.24	50.68	49.32
6) Capital Outlay	6000-6999	\$21,641.00	\$358,322.36	\$2,193,019.72	16.34	83.66
7) Other Outgo(excl. 7300`s)	7100-7499	\$76,338.00	\$411,778.89	\$1,455,163.00	28.30	71.70
8) Direct/Indirect Support	7300-7399	\$0.00	\$0.00	(\$150,000.00)	0.00	100.00
9) Total Expenditures		\$6,820,583.77	\$33,072,516.73	\$80,343,127.95	41.16	58.84
OTHER FINANCING SOURCES/USES						
1) Transfers						
B) Transfers Out	7610-7629	\$0.00	\$284,735.00	\$278,000.00	102.42	(2.42)
2) Other Sources/Uses						
A) Sources	8930-8979	\$0.00	\$0.00	\$1,240,000.00	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	(\$284,735.00)	\$962,000.00	18.76	81.24
NET INCREASE (DECREASE) IN FUND BALANCE		\$2,074,338.58	\$5,341,163.51	\$3,409,466.53		
ENDING FUND BALANCE			\$19,503,751.46	\$17,572,054.48		

13 Hanford Elementary School District
 Fiscal Year: 2021
 Requested by dendo

Fiscal Position Report

December 2020

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Fund: 0900 Charter Schools Fund

		December 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						
		<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>		
ENDING FUND BALANCE						
			<u>\$1,697.00</u>	<u>\$1,697.00</u>		

13 Hanford Elementary School District
 Fiscal Year: 2021
 Requested by dendo

Fiscal Position Report

December 2020

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Fund: 1300 Cafeteria Fund

		December 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	\$288,016.66	\$2,454,766.00	11.73	88.27
3) Other State Revenues	8300-8599	\$0.00	\$24,053.41	\$166,998.00	14.40	85.60
4) Other Local Revenues	8600-8799	\$397.95	\$4,464.33	\$78,100.00	5.72	94.28
5) Total, Revenues		\$397.95	\$316,534.40	\$2,699,864.00	11.72	88.28
EXPENDITURES						
2) Classified Salaries	2000-2999	\$97,154.77	\$533,610.66	\$1,186,093.00	44.99	55.01
3) Employee Benefits	3000-3999	\$38,750.17	\$195,832.24	\$470,638.00	41.61	58.39
4) Books and Supplies	4000-4999	\$81,627.30	\$368,574.86	\$1,369,253.00	26.92	73.08
5) Services, Oth Oper Exp	5000-5999	\$4,327.66	\$17,261.09	(\$22,548.00)	(76.55)	176.55
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		\$221,859.90	\$1,115,278.85	\$3,153,436.00	35.37	64.63
NET INCREASE (DECREASE) IN FUND BALANCE		(\$221,461.95)	(\$798,744.45)	(\$453,572.00)		
ENDING FUND BALANCE			\$709,701.19	\$1,054,873.64		

13 Hanford Elementary School District
 Fiscal Year: 2021
 Requested by dendo

Fiscal Position Report

December 2020

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Fund: 1400 Deferred Maintenance Fund

		December 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	\$3,968.75	\$58,575.15	\$297,170.72	19.71	80.29
9) Total Expenditures		\$3,968.75	\$68,670.15	\$307,265.72	22.35	77.65
NET INCREASE (DECREASE) IN FUND BALANCE		(\$3,968.75)	\$232,037.39	(\$4,265.72)		
ENDING FUND BALANCE			\$236,303.11	\$0.00		

13 Hanford Elementary School District
 Fiscal Year: 2021
 Requested by dendo

Fiscal Position Report

December 2020

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Fund: 1500 Pupil Transportation Equip

		December Amount	YTD Amount	Revised Budget	% of Budget	% Remain
BEGINNING BALANCE						
Net Beginning Balance	9791-9795		\$360,121.84	\$360,121.84		
REVENUES						
3) Other State Revenues	8300-8599	\$0.00	\$0.00	\$1,657,663.00	0.00	100.00
4) Other Local Revenues	8600-8799	\$0.00	\$1,389.88	\$8,000.00	17.37	82.63
5) Total, Revenues		\$0.00	\$1,389.88	\$1,665,663.00	0.08	99.92
EXPENDITURES						
6) Capital Outlay	6000-6999	\$0.00	\$0.00	\$1,936,720.63	0.00	100.00
9) Total Expenditures		\$0.00	\$0.00	\$1,936,720.63	0.00	100.00
OTHER FINANCING SOURCES/USES						
1) Transfers						
A) Transfers In	8910-8929	\$0.00	\$100,000.00	\$100,000.00	100.00	0.00
4) Total, Other Financing Sources/Uses		\$0.00	\$100,000.00	\$100,000.00	100.00	0.00
NET INCREASE (DECREASE) IN FUND BALANCE		\$0.00	\$101,389.88	(\$171,057.63)		
ENDING FUND BALANCE			\$461,511.72	\$189,064.21		

13 Hanford Elementary School District
 Fiscal Year: 2021
 Requested by dendo

Fiscal Position Report

December 2020

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Fund: 2000 SPECIAL RESERVE FUND FOR OTHER POSTE

		December 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	\$184,735.00	\$178,000.00	103.78	(3.78)
4) Total, Other Financing Sources/Uses		\$0.00	\$184,735.00	\$178,000.00	103.78	(3.78)
NET INCREASE (DECREASE) IN FUND BALANCE		\$0.00	\$206,814.65	\$246,000.00		
ENDING FUND BALANCE			\$7,067,340.40	\$7,106,525.75		

13 Hanford Elementary School District
 Fiscal Year: 2021
 Requested by dendo

Fiscal Position Report

December 2020

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Fund: 2100 Building Fund-Local

		December 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	\$102.87	\$2,047.19	5.02	94.98
9) Total Expenditures		\$0.00	\$102.87	\$2,047.19	5.02	94.98
OTHER FINANCING SOURCES/USES						
1) Transfers						
B) Transfers Out	7610-7629	\$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 BALANCE						
		\$0.00	(\$86.84)	(\$2,047.19)		
ENDING FUND BALANCE						
			\$1,960.35	\$0.00		

13 Hanford Elementary School District
 Fiscal Year: 2021
 Requested by dendo

Fiscal Position Report

December 2020

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Fund: 2110 Building Funds - Local 1

		December 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	\$7,014.98	\$30,140.75	\$652,000.00	4.62	95.38
9) Total Expenditures		\$7,014.98	\$30,140.75	\$652,000.00	4.62	95.38
OTHER FINANCING SOURCES/USES						
1) Transfers						
B) Transfers Out	7610-7629	\$0.00	\$1,550,000.00	\$1,570,761.01	98.68	1.32
4) Total, Other Financing Sources/Uses		\$0.00	(\$1,550,000.00)	(\$1,570,761.01)	98.68	1.32
NET INCREASE (DECREASE) IN FUND BALANCE						
		(\$7,014.98)	(\$1,574,215.73)	(\$2,192,761.01)		
ENDING FUND BALANCE						
			\$618,545.28	\$0.00		

13 Hanford Elementary School District
 Fiscal Year: 2021
 Requested by dendo

Fiscal Position Report

December 2020

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Fund: 2120 Building Funds - Local 2

		December Amount	YTD Amount	Revised Budget	% of Budget	% Remain
REVENUES						
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
EXPENDITURES						
5) Services, Oth Oper Exp	5000-5999	\$222,126.24	\$222,126.24	\$0.00	0.00	100.00
9) Total Expenditures		\$222,126.24	\$222,126.24	\$0.00	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	\$222,126.24	\$7,822,126.24	\$7,820,000.00	100.03	(0.03)
4) Total, Other Financing Sources/Uses		\$222,126.24	\$7,822,126.24	\$3,120,000.00	62.48	37.52
NET INCREASE (DECREASE) IN FUND BALANCE		(\$222,126.24)	\$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
 Requested by dendo

Fiscal Position Report

December 2020

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Fund: 2500 CapitalFacilities Fund

		December Amount	YTD Amount	Revised Budget	% of Budget	% Remain
BEGINNING BALANCE						
Net Beginning Balance	9791-9795		\$520,178.31	\$520,178.31		
REVENUES						
4) Other Local Revenues	8600-8799	\$0.00	\$50,565.34	\$169,000.00	29.92	70.08
5) Total, Revenues		\$0.00	\$50,565.34	\$169,000.00	29.92	70.08
EXPENDITURES						
5) Services, Oth Oper Exp	5000-5999	\$0.00	\$111,360.00	\$165,000.00	67.49	32.51
9) Total Expenditures		\$0.00	\$111,360.00	\$165,000.00	67.49	32.51
OTHER FINANCING SOURCES/USES						
1) Transfers						
B) Transfers Out	7610-7629	\$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 BALANCE		\$0.00	(\$60,794.66)	\$4,000.00		
ENDING FUND BALANCE			\$459,383.65	\$524,178.31		

13 Hanford Elementary School District
 Fiscal Year: 2021
 Requested by dendo

Fiscal Position Report

December 2020

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Fund: 3500 SCHOOL FACILITY PROGRAM

		December 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	\$202,135.32	\$3,255,339.13	\$8,040,589.88	40.49	59.51
9) Total Expenditures		\$202,135.32	\$3,256,519.13	\$8,040,589.88	40.50	59.50
OTHER FINANCING SOURCES/USES						
1) Transfers						
A) Transfers In	8910-8929	\$0.00	\$1,602,500.00	\$6,270,761.01	25.56	74.44
3) Contributions	8980-8999	\$0.00	\$0.00	\$0.00	0.00	100.00
4) Total, Other Financing Sources/Uses		\$0.00	\$1,602,500.00	\$6,270,761.01	25.56	74.44
NET INCREASE (DECREASE) IN FUND BALANCE		(\$202,135.32)	(\$1,649,218.82)	(\$1,769,828.87)		
ENDING FUND BALANCE			\$145,198.75	\$24,588.70		

13 Hanford Elementary School District
 Fiscal Year: 2021
 Requested by dendo

Fiscal Position Report

December 2020

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Fund: 4000 Special Reserve - Capital Outlay

		December 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/USES						
1) Transfers						
B) Transfers Out	7610-7629	\$0.00	\$52,500.00	\$0.00	0.00	100.00
4) Total, Other Financing Sources/Uses		\$0.00	(\$52,500.00)	\$0.00	0.00	100.00
NET INCREASE (DECREASE) IN FUND BALANCE		\$0.00	(\$48,693.79)	\$10,389.00		
ENDING FUND BALANCE			\$1,133,451.12	\$1,192,533.91		

13 Hanford Elementary School District
 Fiscal Year: 2021
 Requested by dendo

Fiscal Position Report

December 2020

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Fund: 6720 Self-Insurance/Other

		December 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	\$2,093.72	\$217,726.42	\$753,000.00	28.91	71.09
5) Total, Revenues		\$2,093.72	\$217,726.42	\$753,000.00	28.91	71.09
EXPENDITURES						
5) Services, Oth Oper Exp	5000-5999	\$36,241.37	\$232,102.14	\$749,000.00	30.99	69.01
9) Total Expenditures		\$36,241.37	\$232,102.14	\$749,000.00	30.99	69.01
NET INCREASE (DECREASE) IN FUND BALANCE		(\$34,147.65)	(\$14,375.72)	\$4,000.00		
ENDING FUND BALANCE			\$574,679.81	\$593,055.53		

HANFORD ELEMENTARY SCHOOL DISTRICT**AGENDA REQUEST FORM**

TO: Joy Gabler

FROM: Doug Carlton

DATE: January 4, 2021

For: ☒ Board Meeting
☐ Superintendent's Cabinet

For: ☒ Information
☐ Action

Date you wish to have your item considered: January 27, 2021

ITEM: Receive for information a report from the District Parent Advisory Committee for the meeting held on December 8, 2020 (For PAC Meeting #1)

PURPOSE: The PAC advises the board on the educational programs and services included in the Local Control Accountability Plan.

FISCAL IMPACT: PAC is a requirement of the Local Control Funding Formula.

Hanford Elementary School District

Hanford Elementary School District (HESD) Parent Advisory Committee Report to the Board of Trustees

Date of Meeting: December 8, 2020
 Starting Time: 9:00 a.m. to 10:30 a.m.
 Location: Zoom

Purpose of the Meeting: To consult, review, and comment on the Hanford Elementary Local Control Accountability Plan.

The Parent Advisory Committee received information on the following topics:

Local Control Accountability Plan (LCAP)

- LCAP purpose
- CA School Dashboard Purpose
- Relationship between LCAP and Dashboard
- District Goals
- Expected Outcomes
- LCAP Services Overview

The California School Dashboard

- Dashboard Overview
 - Hanford Elementary's Performance on the Academic Indicators
 - ELA
 - Math
 - EL Progress
-

The Parent Advisory Committee made the following recommendations:

- Implement additional supports for our African American students in ELA in the area of language skills and language arts. (Based on achievement data from the California School Dashboard)
- Provide individualized instruction/interventions to African American students (due to smaller numbers)
- Provide after school support for our African American students
- Provide support training for teachers in culturally responsive/responsible teaching
- Continue providing language support for our EL students
- Ensure that material barriers do not prevent students from participating in school activities
- Support parents in understanding the concepts in the state standards so that they can help their students
- Provide a structure where parents can see their students working/learning and can learn to better support them

HANFORD ELEMENTARY SCHOOL DISTRICT**AGENDA REQUEST FORM**

TO: Joy Gabler

FROM: Lucy Gomez

DATE: January 4, 2021

For: ☒ Board Meeting
☐ Superintendent's Cabinet

For: ☒ Information
☐ Action

Date you wish to have your item considered: January 27, 2021

ITEM: Receive for information a report from the District English Learner Advisory Committee for the meeting held on December 10, 2020. (For DELAC Meeting #1)

PURPOSE: The DELAC advises the board on the educational programs and services for English Learners.

FISCAL IMPACT: DELAC is a requirement of the Local Control Funding Formula and for Federal Title I, II, and III programs.

Hanford Elementary School District

Hanford Elementary School District (HESD) District English Learner Advisory Committee Report to the Board of Trustees

Date of Meeting: December 10, 2020
Starting Time: 9:00 a.m. to 10:30 a.m.
Location: Zoom

Purpose of the Meeting: To advise the board on conducting a district-wide needs assessment on a school by school basis; to provide appropriate training materials and training, planned in full consultation with committee members, to assist members in carrying out their legal advisory responsibilities; to assist in the development of an LEA master plan, including policies guiding consistent implementation of EL educational programs and services that takes into consideration the SPSAs.

The DELAC received information on the following topics:

- The HESD Parent Involvement Policy (BP/AR 6020)
 - The HESD School Family Compact
 - The California School Dashboard Academic Indicators in ELA, mathematics, and English learner progress
 - Programs and services the district provides to students who are English learners
 - The Consolidated Application for Funding
-

The DELAC made the following recommendations:

- Continue to provide services to EL students including designated & integrated ELD, parent engagement and education, and additional help to struggling students.
- Provide training for parents in the use of the ParentVue system.
- Expand parent training opportunities for parents of older students.
- Continue to provide notifications using various methods for parent training activities.

Additional recommendation (from the public comments section of the meeting):

The DELAC understands and supports the return to distance learning for all students in light of the COVID-19 pandemic, and at the same time, acknowledges that in-person learning is the most effective instructional model. The DELAC recommends a return to in-person learning once it is safe to do so.

HANFORD ELEMENTARY SCHOOL DISTRICT

Agenda Request Form

TO: Joy C. Gabler

FROM: Bill Potter

DATE: January 13, 2021

FOR: (X) Board Meeting
() Superintendent's Cabinet

FOR: (X) Information
() Action

Date you wish to have your item considered: January 27, 2021

ITEM:

Receive for information the Notice of Completion for the Monroe Parking Lot Project.

PURPOSE:

The Notice of Completion will be filed with the Kings County Recorder's Office.

FISCAL IMPACT:

The Notice of Completion was recorded and will be posted for 35 days allowing vendors and subcontractors to present claims for unpaid work prior to release of the 5% retainage to the General Contractor.

RECOMMENDATION:

None.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy Gabler

FROM: Doug Carlton

DATE: January 4, 2021

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☒ Information
☐ Action

Date you wish to have your item considered: January 27, 2021

ITEM:

Receive for information BP 0410.

PURPOSE:**BP 0410**

The local educational agency (LEA) shall have a policy that prohibits discrimination, harassment, intimidation, and bullying based on actual or perceived ancestry, color, disability, gender, gender identity, gender expression, immigration status, nationality, race or ethnicity, religion, sex, sexual orientation, or association with a person or a group with one or more of these actual or perceived characteristics. The policy shall include a statement that it applies to all acts related to school activity or school attendance within a school under the jurisdiction of the superintendent of the school district.

(California *Education Code* [EC] sections 220, 234.1(a), and 260; California Penal Code (PC) Section 422.55; *California Code of Regulations*, Title 5 [5 CCR] sections 4900, 4902, and 4960; *Code of Federal Regulations*, Title 34 (34 CFR) Section 106.9(a))

FISCAL IMPACT: None**RECOMMENDATIONS:** Receive revised BP 0410 for information.

Hanford ESD

Board Policy

Nondiscrimination In District Programs And Activities

BP 0410

Philosophy, Goals, Objectives and Comprehensive Plans

The Governing Board is committed to providing equal opportunity for all individuals in district programs and activities. District programs, activities, and practices shall be free from unlawful discrimination, harassment, intimidation, and bullying including discrimination, harassment, intimidation, and bullying against an individual or group based on race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

(cf. 1240 - Volunteer Assistance)
 (cf. 4030 - Nondiscrimination in Employment)
 (cf. 4032 - Reasonable Accommodation)
 (cf. 4033 - Lactation Accommodation)
 (cf. 4119.11/4219.11/4319.11 - Sexual Harassment)
 (cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)
 (cf. 5131.2 - Bullying)
 (cf. 5145.3 - Nondiscrimination/Harassment)
 (cf. 5145.7 - Sexual Harassment)
 (cf. 5145.9 - Hate-Motivated Behavior)
 (cf. 5146 - Married/Pregnant/Parenting Students)
 (cf. 6145 - Extracurricular and Cocurricular Activities)
 (cf. 6145.2 - Athletic Competition)
 (cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)
 (cf. 6164.6 - Identification and Education Under Section 504)
 (cf. 6178 - Career Technical Education)
 (cf. 6200 - Adult Education)

All individuals shall be treated equitably in the receipt of district and school services. Personally identifiable information collected in the implementation of any district program, including, but not limited to, student and family information for the free and reduced-price lunch program, transportation, or any other educational program, shall be used only for the purposes of the program, except when the Superintendent or designee authorizes its use for another purpose in accordance with law. Resources and data collected by the district shall not be used, directly or by others, to compile a list, registry, or database of individuals based on race, gender, sexual orientation, religion, ethnicity, national origin, or immigration status or any other category identified above.

(cf. 3540 - Transportation)
 (cf. 3553 - Free and Reduced Price Meals)
 (cf. 5145.13 - Response to Immigration Enforcement)

District programs and activities shall be free of any racially derogatory or discriminatory school or athletic team names, mascots, or nicknames.

The Superintendent or designee shall annually review district programs and activities to ensure the removal of any derogatory or discriminatory name, image, practice, or other barrier that may unlawfully prevent an individual or group in any of the protected categories stated above from accessing district programs and activities. He/she shall take prompt, reasonable actions to remove any identified barrier. The Superintendent or designee shall report his/her findings and recommendations to the Board after each review.

(cf. 1330 - Use of Facilities)

All allegations of unlawful discrimination in district programs and activities shall be investigated and resolved in accordance with the procedures specified in AR 1312.3 - Uniform Complaint Procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

Pursuant to 34 CFR 104.8 and 34 CFR 106.9, the Superintendent or designee shall notify students, parents/guardians, employees, employee organizations, applicants for admission and employment, and sources of referral for applicants about the district's policy on nondiscrimination and related complaint procedures. Such notification shall be included in the annual parental notification distributed pursuant to Education Code 48980 and, as applicable, in announcements, bulletins, catalogs, handbooks, application forms, or other materials distributed by the district. The notification shall also be posted on the district's web site and social media and in district schools and offices, including staff lounges, student government meeting rooms, and other prominent locations as appropriate.

(cf. 1113 - District and School Web Sites)
 (cf. 1114 - District-Sponsored Social Media)
 (cf. 4112.9/4212.9/4312.9 - Employee Notifications)
 (cf. 5145.6 - Parental Notifications)

In addition, the annual parental notification shall inform parents/guardians of their children's right to a free public education regardless of immigration status or religious beliefs, including information on educational rights issued by the California Attorney General. Alternatively, such information may be provided through any other cost-effective means determined by the Superintendent or designee. (Education Code 234.7)

The district's nondiscrimination policy and related informational materials shall be published in a format that parents/guardians can understand. In addition, when 15 percent or more of a school's

students speak a single primary language other than English, those materials shall be translated into that other language.

Access for Individuals with Disabilities

District programs and facilities, viewed in their entirety, shall be in compliance with the Americans with Disabilities Act (ADA) and any implementing standards and/or regulations. When structural changes to existing district facilities are needed to provide individuals with disabilities access to programs, services, activities, or facilities, the Superintendent or designee shall develop a transition plan that sets forth the steps for completing the changes.

(cf. 6163.2 - Animals at School)
 (cf. 7110 - Facilities Master Plan)
 (cf. 7111 - Evaluating Existing Buildings)

The Superintendent or designee shall ensure that the district provides appropriate auxiliary aids and services when necessary to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of a service, program, or activity. These aids and services may include, but are not limited to, qualified interpreters or readers, assistive listening devices, assistive technologies or other modifications to increase accessibility to district and school web sites, notetakers, written materials, taped text, and Braille or large-print materials. Individuals with disabilities shall notify the Superintendent or principal if they have a disability that requires special assistance or services. Reasonable notification should be given prior to a school-sponsored function, program, or meeting.

(cf. 6020 - Parent Involvement)
 (cf. 9320 - Meetings and Notices)
 (cf. 9322 - Agenda/Meeting Materials)

The individual identified in AR 1312.3 - Uniform Complaint Procedures as the employee responsible for coordinating the district's response to complaints and for complying with state federal civil rights laws is hereby designated as the district's ADA coordinator. He/she shall receive and address requests for accommodation submitted by individuals with disabilities, and shall investigate and resolve complaints regarding their access to district programs, services, activities, or facilities.

Assistant Superintendent of Special Services
 714 North White Street
 (559) 585-3600

Legal Reference:
 EDUCATION CODE
 200-262.4 Prohibition of discrimination
 48980 Parental notifications

48985 Notices to parents in language other than English
 51007 Legislative intent: state policy
 GOVERNMENT CODE
 8310.3 California Religious Freedom Act
 11000 Definitions
 11135 Nondiscrimination in programs or activities funded by state
 12900-12996 Fair Employment and Housing Act
 54953.2 Brown Act compliance with Americans with Disabilities Act
 PENAL CODE
 422.55 Definition of hate crime
 422.6 Interference with constitutional right or privilege
 CODE OF REGULATIONS, TITLE 5
 4600-4670 Uniform complaint procedures
 4900-4965 Nondiscrimination in elementary and secondary education programs
 UNITED STATES CODE, TITLE 20
 1400-1482 Individuals with Disabilities in Education Act
 1681-1688 Discrimination based on sex or blindness, Title IX
 2301-2414 Carl D. Perkins Career and Technical Education Act
 6311 State plans
 6312 Local education agency plans
 UNITED STATES CODE, TITLE 29
 794 Section 504 of the Rehabilitation Act of 1973
 UNITED STATES CODE, TITLE 42
 2000d-2000d-7 Title VI, Civil Rights Act of 1964
 2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended
 2000h-2000h-6 Title IX
 12101-12213 Americans with Disabilities Act
 CODE OF FEDERAL REGULATIONS, TITLE 28
 35.101-35.190 Americans with Disabilities Act
 36.303 Auxiliary aids and services
 CODE OF FEDERAL REGULATIONS, TITLE 34
 100.1-100.13 Nondiscrimination in federal programs, effectuating Title VI
 104.1-104.39 Section 504 of the Rehabilitation Act of 1973
 106.1-106.61 Discrimination on the basis of sex, effectuating Title IX, especially:
 106.9 Dissemination of policy

Management Resources:

CSBA PUBLICATIONS

Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students
 Against Sex Discrimination, July 2016

CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS

Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to
 Assist California's K-12 Schools in Responding to Immigration Issues, April 2018

CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING PUBLICATIONS

California Law Prohibits Workplace Discrimination and Harassment

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016

Dear Colleague Letter: Title IX Coordinators, April 2015

Dear Colleague Letter, May 26, 2011

Dear Colleague Letter: Harassment and Bullying, October 2010

Notice of Non-Discrimination, Fact Sheet, August 2010

Dear Colleague Letter: Electronic Book Readers, June 29, 2010

Nondiscrimination in Employment Practices in Education, August 1991

U.S. DEPARTMENT OF JUSTICE PUBLICATIONS

2010 ADA Standards for Accessible Design, September 2010

Accessibility of State and Local Government Websites to People with Disabilities, June 2003

WORLD WIDE WEB CONSORTIUM PUBLICATIONS

Web Content Accessibility Guidelines, December 2008

WEB SITES

CSBA: <http://www.csba.org>

California Office of the Attorney General: <http://oag.ca.gov>

California Department of Education: <http://www.cde.ca.gov>

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

Safe Schools Coalition: <http://www.casafeschools.org>

Pacific ADA Center: <http://www.adapacific.org>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

U.S. Department of Justice, Civil Rights Division, Americans with Disabilities Act:

<http://www.ada.gov>

U.S. Equal Employment Opportunity Commission: <http://www.eeoc.gov>

World Wide Web Consortium, Web Accessibility Initiative: <http://www.w3.org/wai>

Policy HANFORD ELEMENTARY SCHOOL DISTRICT

adopted: July 29, 1994 Hanford, California

revised: September 19, 2001

revised: June 15, 2006

revised: September 10, 2014

revised: December 12, 2017

revised: October 24, 2018

revised: February 10, 2021

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy Gabler

FROM: Doug Carlton

DATE: January 4, 2021

For: ☒ Board Meeting
☐ Superintendent's Cabinet

For: ☐ Information
☒ Action

Date you wish to have your item considered: January 27, 2021

ITEM:

Receive for action: The California School Accountability Report Cards (SARCs)

Hamilton Elementary	Roosevelt Elementary
Jefferson Academy	Simas Elementary
Martin Luther King Elementary	Washington Elementary
Lincoln Elementary	John F. Kennedy Jr. High
Monroe Elementary	Woodrow Wilson Jr. High
Lee Richmond Elementary	Community Day School

PURPOSE:

California schools annually provide information to the community to allow public comparison of schools for student achievement, environment, resources & demographics. Additionally, the SARCs contain information that is reported on the California School Dashboard's *Local Indicators*.

SARCS are available to the public online at the district's website, each individual school's website, and at the California Department of Education website. Paper copies of SARCS are available in the school office or at the district office upon request.

FISCAL IMPACT:

Providing information to the community in the form of SARCS is a requirement of receiving funding under the Local Control Funding Formula

RECOMMENDATION: APPROVE SARCS

HANFORD ELEMENTARY SCHOOL DISTRICT

Agenda Request Form

TO: Joy C. Gabler

FROM: Bill Potter

DATE: January 13, 2021

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: January 27, 2021

ITEM:

Consider approval to solicit bids for the Lee Richmond Elementary Modernization Project.

PURPOSE:

The District would like to solicit bids for the Lee Richmond Elementary Modernization project. Once a bid is awarded, we expect to start the project in April 2021. The entire project will be required to be completed by November 2021

FISCAL IMPACT:

The total estimated cost for labor and materials on this project is \$3,053,000.

RECOMMENDATION:

Authorize the solicitation of bids for the Lee Richmond Elementary Modernization project.

HANFORD ELEMENTARY SCHOOL DISTRICT

Agenda Request Form

TO: Joy C. Gabler

FROM: Bill Potter

DATE: January 15, 2021

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: January 26, 2021

ITEM:

Consider approval of proposal with Forensic Analytical Consulting Services, Inc. to provide Project Specifications and Oversight at Lee Richmond Elementary for the asbestos and lead paints/coatings removal.

PURPOSE:

Forensic Analytical Consulting Services, Inc. to provide environmental health consulting services at Lee Richmond Elementary for the asbestos and lead paints/coatings removal

FISCAL IMPACT:

Consulting services are not to exceed \$5,610.00 for this project.

RECOMMENDATION:

Approve Forensic Analytical Consulting Services, Inc. proposal to provide Project Specifications and Oversight at Lee Richmond Elementary for the asbestos and lead paints/coatings removal.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy Gabler

FROM: Doug Carlton

DATE: January 4, 2021

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: January 27, 2021

ITEM:

Receive the following for approval:

Delete BP 1312.3

Delete AR 1312.3

New BP 1312.3

New UCP Annual Notice

(Note: The California Department of Education has developed *The Sample UCP Policies and Procedures* in a single document that meets federal and state requirements for the investigation and resolution of UCP complaints filed at the LEAs.)

PURPOSE:**BP/AR 1312.3 - Uniform Complaint Procedures**

Local educational agencies (LEAs), such as school districts, direct-funded charter schools, and county offices of education, that receive state and/or federal funding for certain categorical programs may be chosen for a Uniform Complaint Procedures (UCP) evaluation during a Federal Programs Monitoring (FPM) review by the California Department of Education (CDE). LEAs are responsible for creating and maintaining documents for their own board-approved UCP process that follows specifications as required by law, particularly the California Code of Regulations, Title 5 (5 CCR) sections 4600-4694, revised and published July 1, 2020. The purpose of the UCP review is to ensure that LEAs are meeting the minimum requirements of these UCP process specifications.

FISCAL IMPACT: None

RECOMMENDATIONS: Approve Deletion of old BP, AR 1312.3. Approve new BP 1312.3 and the UCP Annual Notice

Hanford ESD

Board Policy

Uniform Complaint Procedures

~~BP 1312.3-~~

~~Community Relations~~

~~The Board of Trustees recognizes that the district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs. The Board encourages early resolution of complaints whenever possible. To resolve complaints which may require a more formal process, the Board adopts the uniform system of complaint processes specified in 5 CCR 4600-4670 and the accompanying administrative regulation.~~

~~Complaints Subject to UCP~~

~~The district's uniform complaint procedures (UCP) shall be used to investigate and resolve the following complaints:~~

~~1. Any complaint alleging district violation of applicable state or federal laws or regulations governing any program subject to the UCP which is offered by the district, including. After School Education and Safety programs; bilingual education; California Peer Assistance and Review programs for teachers; child nutrition programs; compensatory education; consolidated categorical aid programs; the federal Every Student Succeeds Act; migrant education; Regional Occupational Centers and Programs; school safety plans; special education programs; Tobacco-Use Prevention Education programs; and any other district implemented state categorical program that is not funded through the local control funding formula pursuant to Education Code 64000~~

~~(cf. 3553—Free and Reduced Price Meals)~~

~~(cf. 3555—Nutrition Program Compliance)~~

~~(cf. 5131.62—Tobacco)~~

~~(cf. 5148—Child Care and Development)~~

~~(cf. 5148.2—Before/After School Programs)~~

~~(cf. 5148.3—Preschool/Early Childhood Education)~~

~~(cf. 6159—Individualized Education Program)~~

~~(cf. 6171—Title I Programs)~~

~~(cf. 6174—Education for English Learners)~~

~~(cf. 6175—Migrant Education Program)~~

~~(cf. 6178—Career Technical Education)~~

~~(cf. 6178.1—Work-Based Learning)~~

~~(cf. 6178.2—Regional Occupational Center/Program)~~

~~(cf. 6200—Adult Education)~~

~~2. — Any complaint, by a student, employee, or other person participating in a district program or activity, alleging the occurrence of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) in district programs and activities, including in those programs or activities funded directly by or that receive or benefit from any state financial assistance, based on the person's actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, immigration status, ethnic group identification, age, religion, marital status, pregnancy, parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or based on the person's association with a person or group with one or more of these actual or perceived characteristics — (5 CCR 4610)~~

~~(cf. 0410 — Nondiscrimination in District Programs and Activities)~~

~~(cf. 5145.3 — Nondiscrimination/Harassment)~~

~~(cf. 5145.7 — Sexual Harassment)~~

~~3. — Any complaint alleging district noncompliance with the requirement to provide reasonable accommodation to a lactating student on school campus to express breast milk, breastfeed an infant child, or address other breastfeeding-related needs of the student — (Education Code 222)~~

~~(cf. 5146 — Married/Pregnant/Parenting Students)~~

~~4. — Any complaint alleging district noncompliance with requirements to provide a pregnant or parenting student the accommodations specified in Education Code 46015, including those related to the provision of parental leave, right of return to the school of previous enrollment or to an alternative education program, if desired, and possible enrollment in school for a fifth year of instruction to enable the student to complete state and Board imposed graduation requirements (Education Code 46015)~~

~~5. — Any complaint alleging district noncompliance with the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities (5 CCR 4610)~~

~~(cf. 3260 — Fees and Charges)~~

~~(cf. 3320 — Claims and Actions Against the District)~~

~~6. — Any complaint alleging district noncompliance with applicable requirements of Education Code 52060–52077 related to the implementation of the local control and accountability plan, including the development of a local control funding formula budget overview for parents/guardians — (Education Code 52075)~~

~~(cf. 0460 — Local Control and Accountability Plan)~~

~~(cf. 3100 — Budget)~~

~~7. — Any complaint alleging noncompliance with requirements related to the development of a~~

~~school plan for student achievement or the establishment of a school site council, as required for the consolidated application for specified federal and/or state categorical funding—(Education Code 64000-64001, 65000-65001)~~

~~(cf. 0420—School Plans/Site Councils)~~

~~8.——Any complaint, by or on behalf of a student who is a foster youth as defined in Education Code 51225.2, alleging district noncompliance with any requirement applicable to the student regarding placement decisions; the responsibilities of the district's educational liaison to the student; the award of credit for coursework satisfactorily completed in another school, district, or country; school or records transfer; or the grant of an exemption from Board-imposed graduation requirements—(Education Code 48853, 48853.5, 49069.5, 51225.1, 51225.2)~~

~~(cf. 6173.1—Education for Foster Youth)~~

~~(cf. 6173—Education for Homeless Children)~~

~~(cf. 6173.2—Education of Children of Military Families)~~

~~(cf. 6173.3—Education for Juvenile Court School Students)~~

~~9.——Any complaint, by or on behalf of a student who is a homeless child or youth as defined in 42 USC 11434a, a former juvenile court school student, a child of a military family as defined in Education Code 49701, a migrant child as defined in Education Code 54441, or a newly arrived immigrant student who is participating in a newcomer program as defined in Education Code 51225.2, alleging district noncompliance with requirements for the award of credit for coursework satisfactorily completed in another school, district, or country—(Education Code 51225.2)~~

~~10.——Any complaint alleging district noncompliance with the requirements of Education Code 51228.1 and 51228.2 that prohibit the assignment of a student in grades 9-12 to a course without educational content for more than one week in any semester or to a course the student has previously satisfactorily completed, without meeting specified conditions—(Education Code 51228.3)~~

~~(cf. 6152—Class Assignment)~~

~~11.——Any complaint alleging district noncompliance with the physical education instructional minutes requirement for students in elementary school—(Education Code 51210, 51223)~~

~~(cf. 6142.7—Physical Education and Activity)~~

~~12.——Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy~~

~~13.——Any other complaint as specified in a district policy~~

~~The Board recognizes that alternative dispute resolution (ADR) can, depending on the nature of the allegations, offer a process to reach a resolution to the complaint that is acceptable to all—~~

~~parties. ADR such as mediation may be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. The Superintendent or designee shall ensure that the use of ADR is consistent with state and federal laws and regulations.~~

~~The district shall protect all complainants from retaliation. In investigating complaints, the confidentiality of the parties involved shall be protected as required by law. For any complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the Superintendent or designee shall keep the identity of the complainant, and/or the subject of the complaint if different from the complainant, confidential when appropriate and as long as the integrity of the complaint process is maintained.~~

~~(cf. 4119.23/4219.23/4319.23—Unauthorized Release of Confidential/Privileged Information)
(cf. 5125—Student Records)
(cf. 9011—Disclosure of Confidential/Privileged Information)~~

~~When an allegation that is not subject to UCP is included in a UCP complaint, the district shall refer the non-UCP allegation to the appropriate staff or agency and shall investigate and, if appropriate, resolve the UCP-related allegation(s) through the district's UCP.~~

~~The Superintendent or designee shall provide training to district staff to ensure awareness and knowledge of current law and requirements related to UCP, including the steps and timelines specified in this policy and the accompanying administrative regulation.~~

~~(cf. 4131—Staff Development)
(cf. 4231—Staff Development)
(cf. 4331—Staff Development)~~

~~The Superintendent or designee shall maintain a record of each complaint—and subsequent related actions, including steps taken during the investigation and all information required for compliance with 5 CCR 4631 and 4633.~~

~~(cf. 3580—District Records)~~

~~Non-UCP Complaints~~

~~The following complaints shall not be subject to the district's UCP but shall be referred to the specified agency: (5 CCR 4611)~~

~~1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services—Protective Services Division and the appropriate law enforcement agency.~~

~~(cf. 5141.4—Child Abuse Prevention and Reporting)~~

~~2. Any complaint alleging health and safety violations by a child development program~~

~~shall, for licensed facilities, be referred to Department of Social Services and shall, for licensing-exempt facilities, be referred to the appropriate Child Development regional administrator.~~

~~3. Any complaint alleging fraud shall be referred to the Legal, Audits and Compliance Branch of the California Department of Education.~~

~~Any complaint alleging employment discrimination or harassment shall be investigated and resolved by the district in accordance with the procedures specified in AR 4030—Nondiscrimination in Employment, including the right to file the complaint with the California Department of Fair Employment and Housing.~~

~~Any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, teacher-vacancies and misassignments, or health and safety violations in any license-exempt California-State Preschool Program shall be investigated and resolved in accordance with the procedures in AR 1312.4—Williams Uniform Complaint Procedures. (Education Code 8235.5, 35186)~~

~~(cf. 1312.4—Williams Uniform Complaint Procedures)~~

Legal Reference:

EDUCATION CODE

~~200-262.4—Prohibition of discrimination~~

~~8200-8498—Child care and development programs~~

~~8500-8538—Adult basic education~~

~~18100-18203—School libraries~~

~~32280-32289—School safety plan, uniform complaint procedures~~

~~33380-33384—California Indian Education Centers~~

~~35186—Williams uniform complaint procedures~~

~~44500-44508—California Peer Assistance and Review Program for Teachers~~

~~46015—Parental leave for students~~

~~48853-48853.5—Foster youth~~

~~48985—Notices in language other than English~~

~~49010-49014—Student fees~~

~~49060-49079—Student records, especially:~~

~~49069.5—Records of foster youth~~

~~49490-49590—Child nutrition programs~~

~~49701—Interstate Compact on Educational Opportunity for Military Children~~

~~51210—Courses of study grades 1-6~~

~~51223—Physical education, elementary schools~~

~~51225.1-51225.2—Foster youth, homeless children, former juvenile court school students, military-connected students, migrant students, and newly arrived immigrant students; course credits; graduation requirements~~

~~51226-51226.1—Career technical education~~

~~51228.1-51228.3—Course periods without educational content~~

~~52060-52077—Local control and accountability plan, especially:
52075—Complaint for lack of compliance with local control and accountability plan requirements~~

~~52160-52178—Bilingual education programs~~

~~52300-52462—Career technical education~~

~~52500-52616.24—Adult schools~~

~~54000-54029—Economic Impact Aid~~

~~54400-54425—Compensatory education programs~~

~~54440-54445—Migrant education~~

~~54460-54529—Compensatory education programs~~

~~56000-56865—Special education programs~~

~~59000-59300—Special schools and centers~~

~~64000-64001—Consolidated application process; school plan for student achievement~~

~~65000-65001—School site councils~~

~~GOVERNMENT CODE~~

~~11135—Nondiscrimination in programs or activities funded by state~~

~~12900-12996—Fair Employment and Housing Act~~

~~HEALTH AND SAFETY CODE~~

~~1596.792—California Child Day Care Act; general provisions and definitions~~

~~1596.7925—California Child Day Care Act; health and safety regulations~~

~~104420—Tobacco Use Prevention Education~~

~~PENAL CODE~~

~~422.55—Hate crime; definition~~

~~422.6—Interference with constitutional right or privilege~~

~~CODE OF REGULATIONS, TITLE 2~~

~~11023—Harassment and discrimination prevention and correction~~

~~CODE OF REGULATIONS, TITLE 5~~

~~3080—Applicability of uniform complaint procedures to complaints regarding students with disabilities~~

~~4600-4670—Uniform complaint procedures~~

~~4680-4687—Williams uniform complaint procedures~~

~~4900-4965—Nondiscrimination in elementary and secondary education programs~~

~~UNITED STATES CODE, TITLE 20~~

~~1221—Application of laws~~

~~1232g—Family Educational Rights and Privacy Act~~

~~1681-1688—Title IX of the Education Amendments of 1972~~

~~6301-6576—Title I Improving the Academic Achievement of the Disadvantaged~~

~~6801-7014—Title III language instruction for limited English proficient and immigrant students~~

~~UNITED STATES CODE, TITLE 29~~

~~794—Section 504 of Rehabilitation Act of 1973~~

~~UNITED STATES CODE, TITLE 42~~

~~2000d-2000e-17—Title VI and Title VII Civil Rights Act of 1964, as amended~~

~~2000h-2-2000h-6—Title IX of the Civil Rights Act of 1964~~

~~6101-6107—Age Discrimination Act of 1975~~

~~12101-12213—Title II equal opportunity for individuals with disabilities~~

~~CODE OF FEDERAL REGULATIONS, TITLE 28~~

~~35.107—Nondiscrimination on basis of disability; complaints~~
~~CODE OF FEDERAL REGULATIONS, TITLE 34~~
~~99.1-99.67—Family Educational Rights and Privacy Act~~
~~100.3—Prohibition of discrimination on basis of race, color or national origin~~
~~104.7—Designation of responsible employee for Section 504~~
~~106.8—Designation of responsible employee for Title IX~~
~~106.9—Notification of nondiscrimination on basis of sex~~
~~110.25—Notification of nondiscrimination on the basis of age~~

Management Resources:

~~CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS~~

~~Sample UCP Board Policies and Procedures~~

~~U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS~~

~~Dear Colleague Letter, September 22, 2017~~

~~Dear Colleague Letter:—Title IX Coordinators, April 2015~~

~~Dear Colleague Letter:—Responding to Bullying of Students with Disabilities, October 2014~~

~~Dear Colleague Letter:—Harassment and Bullying, October 2010~~

~~Revised Sexual Harassment Guidance:—Harassment of Students by School Employees, Other Students, or Third Parties, January 2001~~

~~U.S. DEPARTMENT OF JUSTICE PUBLICATIONS~~

~~Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 2002~~

~~WEB SITES~~

~~CSBA: <http://www.csba.org>~~

~~California Department of Education: <http://www.cde.ca.gov>~~

~~Family Policy Compliance Office: <https://www2.ed.gov/policy/gen/guid/fpeo>~~

~~U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/ocr>~~

~~U.S. Department of Justice: <http://www.justice.gov>~~

~~Policy HANFORD ELEMENTARY SCHOOL DISTRICT~~

~~adopted: May 16, 2001—Hanford, California~~

~~revised: April 5, 2006~~

~~revised: January 23, 2013~~

~~revised: October 23, 2013~~

~~revised: March 25, 2015~~

~~revised: March 9, 2016~~

~~revised: June 22, 2016~~

~~revised: May 22, 2019~~

~~revised: December 18, 2019~~

Hanford ESD

Administrative Regulation

Uniform Complaint Procedures

~~AR 1312.3–~~

~~Community Relations~~

~~Except as the Board of Trustees may otherwise specifically provide in other district policies, these uniform complaint procedures (UCP) shall be used to investigate and resolve only the complaints specified in BP 1312.3.~~

~~(cf. 1312.1—Complaints Concerning District Employees)~~

~~(cf. 1312.2—Complaints Concerning Instructional Materials)~~

~~(cf. 1312.4—Williams Uniform Complaint Procedures)~~

~~(cf. 4030—Nondiscrimination in Employment)~~

~~Compliance Officers~~

~~The district designates the individual(s), position(s), or unit(s) identified below as responsible for coordinating the district's response to complaints and for complying with state and federal civil-rights laws. The individual(s), position(s), or unit(s) also serve as the compliance officer(s) specified in AR 5145.3—Nondiscrimination/Harassment responsible for handling complaints regarding unlawful discrimination (such as discriminatory harassment, intimidation, or bullying). The compliance officer(s) shall receive and coordinate the investigation of complaints and shall ensure district compliance with law.~~

~~(cf. 5145.3—Nondiscrimination/Harassment)~~

~~(cf. 5145.7—Sexual Harassment)~~

~~Superintendent~~

~~P.O. Box 1067~~

~~Hanford, CA 93230~~

~~(559) 585-3600~~

~~The compliance officer who receives a complaint may assign another compliance officer to investigate and resolve the complaint. The compliance officer shall promptly notify the complainant and respondent, if applicable, if another compliance officer is assigned to the complaint.~~

~~In no instance shall a compliance officer be assigned to a complaint in which the compliance officer has a bias or conflict of interest that would prohibit the fair investigation or resolution of the complaint. Any complaint against a compliance officer or that raises a concern about the compliance officer's ability to investigate the complaint fairly and without bias shall be filed with the Superintendent or designee who shall determine how the complaint will be investigated.~~

~~The Superintendent or designee shall ensure that employees assigned to investigate and resolve complaints receive training and are knowledgeable about the laws and programs at issue in the complaints to which they are assigned. Training provided to such employees shall cover current state and federal laws and regulations governing the program, applicable processes for investigating and resolving complaints, including those alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), applicable standards for reaching decisions on complaints, and appropriate corrective measures. Assigned employees may have access to legal counsel as determined by the Superintendent or designee.~~

~~(cf. 4331—Staff Development)~~

~~(cf. 9124—Attorney)~~

~~The compliance officer or, if necessary, any appropriate administrator shall determine whether interim measures are necessary during and pending the result of an investigation. If interim measures are determined to be necessary, the compliance officer or the administrator shall consult with the Superintendent, the Superintendent's designee, or, if appropriate, the site principal to implement one or more interim measures. The interim measures shall remain in place until the compliance officer determines that they are no longer necessary or until the district issues its final written decision, whichever occurs first.~~

Notifications

~~The district's UCP policy and administrative regulation shall be posted in all district schools and offices, including staff lounges and student government meeting rooms.—(Education Code 234.1)~~

~~In addition, the Superintendent or designee shall annually provide written notification of the district's UCP to students, employees, parents/guardians of district students, district advisory committee members, school advisory committee members, appropriate private school officials or representatives, and other interested parties.—(5 CCR 4622)~~

~~(cf. 0420—School Plans/Site Councils)~~

~~(cf. 1220—Citizen Advisory Committees)~~

~~(cf. 4112.9/4212.9/4312.9—Employee Notifications)~~

~~(cf. 5145.6—Parental Notifications)~~

The notice shall include:

1. —A statement that the district is primarily responsible for compliance with federal and state laws and regulations, including those related to prohibition of unlawful discrimination, harassment, intimidation, or bullying against any protected group and all programs and activities that are subject to UCP as identified in the section "Complaints Subject to UCP" in the accompanying Board policy

2. —A statement that a complaint regarding student fees or the local control and

~~accountability plan (LCAP) may be filed anonymously if the complainant provides evidence or information leading to evidence to support the complaint~~

~~(cf. 0460—Local Control and Accountability Plan)~~

~~(cf. 3260—Fees and Charges)~~

~~3.——A statement that a student enrolled in a public school shall not be required to pay a fee for participation in an educational activity that constitutes an integral fundamental part of the district's educational program, including curricular and extracurricular activities~~

~~4.——A statement that a complaint regarding student fees must be filed no later than one year from the date the alleged violation occurred~~

~~5.——A statement that the district will post a standardized notice of the educational rights of foster youth, homeless students, former juvenile court school students now enrolled in the district, children of military families, migrant students, and immigrant students enrolled in a newcomer program, as specified in Education Code 48853, 48853.5, 49069.5, 51225.1, and 51225.2, and the complaint process~~

~~(cf. 6173—Education for Homeless Children)~~

~~(cf. 6173.1—Education for Foster Youth)~~

~~(cf. 6173.2—Education of Children of Military Families)~~

~~(cf. 6173.3—Education for Juvenile Court School Students)~~

~~(cf. 6175—Migrant Education Program)~~

~~6.——Identification of the responsible staff member(s), position(s), or unit(s) designated to receive complaints~~

~~7.——A statement that complaints will be investigated in accordance with the district's UCP and a written decision will be sent to the complainant within 60 days from the receipt of the complaint, unless this time period is extended by written agreement of the complainant~~

~~8.——A statement that the complainant has a right to appeal the district's decision to CDE by filing a written appeal, including a copy of the original complaint and the district's decision, within 15 days of receiving the district's decision~~

~~9.——A statement advising the complainant of any civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal antidiscrimination laws, if applicable~~

~~10.——A statement that copies of the district's UCP are available free of charge~~

~~The annual notification, complete contact information of the compliance officer(s), and information related to Title IX as required pursuant to Education Code 221.61 shall be posted on the district web site and may be provided through district-supported social media, if available.~~

~~(cf. 1113—District and School Web Sites)
(cf. 1114—District Sponsored Social Media)~~

~~The Superintendent or designee shall ensure that all students and parents/guardians, including students and parents/guardians with limited English proficiency, have access to the relevant information provided in the district's policy, regulation, forms, and notices concerning the UCP.~~

~~If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's policy, regulation, forms, and notices concerning the UCP shall be translated into that language, in accordance with Education Code 234.1 and 48985. In all other instances, the district shall ensure meaningful access to all relevant UCP information for parents/guardians with limited English proficiency.~~

~~Filing of Complaints~~

~~The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and a date stamp.~~

~~All complaints shall be filed in writing and signed by the complainant. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, district staff shall assist in the filing of the complaint.—(5 CCR 4600)~~

~~Complaints shall also be filed in accordance with the following rules, as applicable:~~

~~1. —A complaint alleging district violation of applicable state or federal law or regulations governing the programs specified in the accompanying Board policy (item #1 of the section "Complaints Subject to UCP") may be filed by any individual, public agency, or organization.—(5 CCR 4630)~~

~~2. —Any complaint alleging noncompliance with law regarding the prohibition against student fees, deposits, and charges or any requirement related to the LCAP may be filed anonymously if the complaint provides evidence, or information leading to evidence, to support an allegation of noncompliance. A complaint about a violation of the prohibition against the charging of unlawful student fees may be filed with the principal of the school or with the Superintendent or designee. However, any such complaint shall be filed no later than one year from the date the alleged violation occurred.—(Education Code 49013, 52075; 5 CCR 4630)~~

~~3. —A complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) may be filed only by persons who allege that they have personally suffered unlawful discrimination or who believe that an individual or any specific class of individuals has been subjected to unlawful discrimination. The complaint shall be initiated no later than six months from the date that the alleged unlawful discrimination occurred, or six months from the date that the complainant first obtained knowledge of the facts of the alleged unlawful discrimination. The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension.—(5 CCR 4630)~~

~~4. When a complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) is filed anonymously, the compliance officer shall pursue an investigation or other response as appropriate, depending on the specificity and reliability of the information provided and the seriousness of the allegation.~~

~~5. When the complainant of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) or the alleged victim, when not the complainant, requests confidentiality, the compliance officer shall inform the complainant or victim that the request may limit the district's ability to investigate the conduct or take other necessary action. When honoring a request for confidentiality, the district shall nevertheless take all reasonable steps to investigate and resolve/respond to the complaint consistent with the request.~~

~~Investigation of Complaint~~

~~Within 10 business days after the compliance officer receives the complaint, the compliance officer shall begin an investigation into the complaint.~~

~~Within one business day of initiating the investigation, the compliance officer shall provide the complainant and/or the complainant's representative with the opportunity to present the information contained in the complaint to the compliance officer and shall notify the complainant and/or representative of the opportunity to present the compliance officer with any evidence, or information leading to evidence, to support the allegations in the complaint. Such evidence or information may be presented at any time during the investigation.~~

~~In conducting the investigation, the compliance officer shall collect all available documents and review all available records, notes, or statements related to the complaint, including any additional evidence or information received from the parties during the course of the investigation. The compliance officer shall individually interview all available witnesses with information pertinent to the complaint, and may visit any reasonably accessible location where the relevant actions are alleged to have taken place. At appropriate intervals, the compliance officer shall inform both parties of the status of the investigation.~~

~~To investigate a complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the compliance officer shall interview the alleged victim(s), any alleged offenders, and other relevant witnesses privately, separately, and in a confidential manner. As necessary, additional staff or legal counsel may conduct or support the investigation.~~

~~A complainant's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or engagement in any other obstruction of the investigation may result in the dismissal of the complaint because of a lack of evidence to support the allegation. Similarly, a respondent's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or engagement in any other obstruction of the investigation may result in a finding, based on evidence collected,~~

~~that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)~~

~~In accordance with law, the district shall provide the investigator with access to records and other information related to the allegation in the complaint and shall not in any way obstruct the investigation. Failure or refusal of the district to cooperate in the investigation may result in a finding based on evidence collected that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)~~

~~Unless extended by written agreement with the complainant, the compliance officer shall prepare and send to the complainant a written report, as described in the section "Final Written Decision" below, within 60 calendar days of the district's receipt of the complaint. (5 CCR 4631)~~

~~For any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying), the respondent shall be informed of any extension of the timeline agreed to by the complainant. The respondent also shall be sent the district's final written decision at the same time it is provided to the complainant.~~

~~Final Written Decision~~

~~For all complaints, the district's final written decision shall include: (5 CCR 4631)~~

~~1. The findings of fact based on the evidence gathered. In reaching a factual determination, the following factors may be taken into account:~~

- ~~a. Statements made by any witnesses~~
- ~~b. The relative credibility of the individuals involved~~
- ~~c. How the complaining individual reacted to the incident~~
- ~~d. Any documentary or other evidence relating to the alleged conduct~~
- ~~e. Past instances of similar conduct by any alleged offenders~~
- ~~f. Past false allegations made by the complainant~~

~~2. The conclusion(s) of law~~

~~3. Disposition of the complaint~~

~~4. Rationale for such disposition~~

~~For complaints of retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the disposition of the complaint shall include a determination for each~~

~~allegation as to whether retaliation or unlawful discrimination has occurred.~~

~~The determination of whether a hostile environment exists may involve consideration of the following:~~

- ~~a. — The manner in which the misconduct affected one or more students' education~~
 - ~~b. — The type, frequency, and duration of the misconduct~~
 - ~~c. — The relationship between the alleged victim(s) and offender(s)~~
 - ~~d. — The number of persons engaged in the conduct and at whom the conduct was directed~~
 - ~~e. — The size of the school, location of the incidents, and context in which they occurred~~
 - ~~f. — Other incidents at the school involving different individuals~~
- ~~5. — Corrective action(s), including any actions that have been taken or will be taken to address the allegations in the complaint and including, with respect to a student fees complaint, a remedy that comports with Education Code 49013 and 5 CCR 4600~~

~~For complaints of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the decision may, as required by law, include:~~

- ~~a. — The corrective actions imposed on the respondent~~
 - ~~b. — Individual remedies offered or provided to the complainant or another person who was the subject of the complaint, but this information should not be shared with the respondent.~~
 - ~~c. — Systemic measures the school has taken to eliminate a hostile environment and prevent recurrence~~
- ~~6. — Notice of the complainant's and respondent's right to appeal the district's decision to CDE within 15 calendar days, and procedures to be followed for initiating such an appeal~~

~~The decision may also include follow-up procedures to prevent recurrence or retaliation and for reporting any subsequent problems.~~

~~In consultation with district legal counsel, information about the relevant part of a decision may be communicated to a victim who is not the complainant and to other parties who may be involved in implementing the decision or are affected by the complaint, as long as the privacy of the parties is protected. In a complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying), notice of the district's decision to the alleged victim shall include information about any sanction to be imposed upon the respondent that relates directly to the alleged victim.~~

~~If the complaint involves a limited-English-proficient student or parent/guardian and the student involved is enrolled in a school at which 15 percent or more of the students speak a single primary language other than English, then the decision shall also be translated into that language pursuant to Education Code 48985. In all other instances, the district shall ensure meaningful access to all relevant information for parents/guardians with limited English proficiency.~~

~~For complaints alleging unlawful discrimination based on state law (such as discriminatory harassment, intimidation, and bullying), the decision shall also include a notice to the complainant that:~~

- ~~1. — The complainant may pursue available civil law remedies outside of the district's complaint procedures, including seeking assistance from mediation centers or public/private interest attorneys, 60 calendar days after the filing of an appeal with CDE. (Education Code 262.3)~~
- ~~2. — The 60 days moratorium does not apply to complaints seeking injunctive relief in state courts or to discrimination complaints based on federal law. (Education Code 262.3)~~
- ~~3. — Complaints alleging discrimination based on race, color, national origin, sex, gender, disability, or age may also be filed with the U.S. Department of Education, Office for Civil Rights at www.ed.gov/ocr within 180 days of the alleged discrimination.~~

~~Corrective Actions~~

~~When a complaint is found to have merit, the compliance officer shall adopt any appropriate corrective action permitted by law. Appropriate corrective actions that focus on the larger school or district environment may include, but are not limited to, actions to reinforce district policies; training for faculty, staff, and students; updates to school policies; or school climate surveys.~~

~~(cf. 5137—Positive School Climate)~~

~~If we find merit in a complaint regarding Reasonable Accommodations to a Lactating Pupil; Course Periods without Educational Content (grades nine through twelve); and/or Education of Pupils in Foster Care, Pupils who are Homeless, former Juvenile Court Pupils now enrolled in a school district, and pupils in military families, the public school or LEA shall provide a remedy to the affected pupil.~~

~~For complaints involving retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), appropriate remedies that may be offered to the victim but not communicated to the respondent may include, but are not limited to, the following:~~

- ~~1. — Counseling~~

~~(cf. 6164.2—Guidance/Counseling Services)~~

- ~~2. — Academic support~~

- ~~3. Health services~~
- ~~4. Assignment of an escort to allow the victim to move safely about campus~~
- ~~5. Information regarding available resources and how to report similar incidents or retaliation~~
- ~~6. Separation of the victim from any other individuals involved, provided the separation does not penalize the victim~~
- ~~7. Restorative justice~~
- ~~8. Follow-up inquiries to ensure that the conduct has stopped and there has been no retaliation~~

~~For complaints involving retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), appropriate corrective actions that focus on a student-offender may include, but are not limited to, the following:~~

- ~~1. Transfer from a class or school as permitted by law~~
- ~~2. Parent/guardian conference~~
- ~~3. Education regarding the impact of the conduct on others~~
- ~~4. Positive behavior support~~
- ~~5. Referral to a student success team~~
(~~cf. 6164.5—Student Success Teams~~)
- ~~6. Denial of participation in extracurricular or cocurricular activities or other privileges as permitted by law~~
(~~cf. 6145—Extracurricular and Cocurricular Activities~~)
- ~~7. Disciplinary action, such as suspension or expulsion, as permitted by law~~
(~~cf. 5144—Discipline~~)
(~~cf. 5144.1—Suspension and Expulsion/Due Process~~)

~~When an employee is found to have committed retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.~~

~~(cf. 4118—Dismissal/Suspension/Disciplinary Action)
(cf. 4218—Dismissal/Suspension/Disciplinary Action)~~

~~The district may also consider training and other interventions for the larger school community to ensure that students, staff, and parents/guardians understand the types of behavior that constitute unlawful discrimination (such as discriminatory harassment, intimidation, or bullying); that the district does not tolerate it, and how to report and respond to it.~~

~~When a complaint is found to have merit, an appropriate remedy shall be provided to the complainant or other affected person.~~

~~However, if a complaint alleging noncompliance with the laws regarding student fees, deposits, and other charges, physical education instructional minutes for students in elementary schools, or any requirement related to the LCAP is found to have merit, the district shall provide a remedy to all affected students and parents/guardians subject to procedures established by regulation of the State Board of Education. (Education Code 49013, 51223, 52075)~~

~~For complaints alleging noncompliance with the laws regarding student fees, the district shall attempt in good faith, by engaging in reasonable efforts, to identify and fully reimburse all affected students and parents/guardians who paid the unlawful student fees within one year prior to the filing of the complaint. (Education Code 49013; 5 CCR 4600)~~

~~Appeals to the California Department of Education~~

~~Any complainant who is dissatisfied with the district's final written decision on a complaint regarding any specified federal or state educational program subject to UCP may file an appeal in writing with CDE within 15 calendar days of receiving the district's decision. (5 CCR 4632)~~

~~The complainant shall specify the basis for the appeal of the decision and how the facts of the district's decision are incorrect and/or the law has been misapplied. The appeal shall be sent to CDE with a copy of the original locally filed complaint and a copy of the district's decision in that complaint. (5 CCR 4632)~~

~~When a respondent in any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying) is dissatisfied with the district's final written decision, the respondent, in the same manner as the complainant, may file an appeal with CDE.~~

~~Upon notification by CDE that the district's decision has been appealed, the Superintendent or designee shall forward the following documents to CDE: (5 CCR 4633)~~

- ~~1. A copy of the original complaint~~
- ~~2. A copy of the written decision~~
- ~~3. A summary of the nature and extent of the investigation conducted by the district, if not~~

~~covered by the decision~~

~~4. A copy of the investigation file including, but not limited to, all notes, interviews, and documents submitted by the parties and gathered by the investigator~~

~~5. A report of any action taken to resolve the complaint~~

~~6. A copy of the district's UCP~~

~~7. Other relevant information requested by CDE~~

~~Regulation — HANFORD ELEMENTARY SCHOOL DISTRICT~~

~~approved: March 16, 1998 — Hanford, California~~

~~revised: May 16, 2001~~

~~revised: April 5, 2006~~

~~revised: January 23, 2013~~

~~revised: October 23, 2013~~

~~revised: March 25, 2015~~

~~revised: March 9, 2016~~

~~revised: June 22, 2016~~

~~revised: December 18, 2019~~

Hanford ESD Board Policy

Uniform Complaint Procedures

BP 1312.3
Community Relations

Hanford Elementary School District

714 N White St

Hanford CA 93230

559-585-3600

<https://www.hanfordesd.org/>

Adopted by our Governing Board or authorized designee (here and after “the board”) on January 27, 2021

Uniform Complaint Procedures (UCP)

This document contains rules and instructions about the filing, investigation and resolution of a Uniform Complaint Procedures (UCP) complaint regarding an alleged violation by the Hanford Elementary School District (here and after “The District”) of federal or state laws or regulations governing educational programs.

This document presents information about how we process UCP complaints concerning particular programs or activities that are subject to the UCP.

A UCP complaint is a written and signed statement alleging a violation of federal or state laws or regulations, which may include an allegation of unlawful discrimination, harassment, intimidation or bullying. A signature may be handwritten, typed (including in an email) or electronically generated. Complaints may be filed anonymously. A UCP complaint filed on behalf of an individual student may only be filed by that student or that student’s duly authorized representative.

A complainant is any individual, including a person’s duly authorized representative or an interested third party, public agency, or organization who files a written complaint alleging violation of federal or state laws or regulations, including allegations of unlawful discrimination, harassment, intimidation or bullying in programs and activities funded directly by the state or receiving any financial assistance from the state.

If the complainant is unable to put the complaint in writing, due to a disability or illiteracy, we shall assist the complainant in the filing of the complaint.

The District developed the Uniform Complaint Procedures (UCP) process with policies and procedures adopted by the board.

According to state and federal codes and regulations, the programs and activities subject to the UCP are:

- Accommodations for Pregnant and Parenting Pupils
- Adult Education
- After School Education and Safety
- Agricultural Career Technical Education
- Career technical and technical education and career technical and technical training programs
- Child care and development programs
- Compensatory Education
- Consolidated categorical aid programs
- Course Periods without Educational Content
- Discrimination, harassment, intimidation, or bullying against any protected group as identified under *Education Code (EC)* sections 200 and 220 and *Government Code* Section 11135, including any actual or perceived characteristic as set forth in *Penal Code* Section 422.55, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, in any program or activity conducted by an educational institution, as defined in *EC* Section 210.3, that is funded directly by, or that receives or benefits from, any state financial assistance.
- Educational and graduation requirements for pupils in foster care, pupils who are homeless, pupils from military families and pupils formerly in Juvenile Court now enrolled in a school district
- Every Student Succeeds Act
- Local control and accountability plans (LCAP)
- Migrant Education
- Physical Education Instructional Minutes
- Pupil Fees
- Reasonable Accommodations to a Lactating Pupil
- Regional Occupational Centers and Programs
- School Plans for Student Achievement
- School Safety Plans
- Schoolsite Councils
- State Preschool
- State Preschool Health and Safety Issues in LEAs Exempt from Licensing

And any other state or federal educational program the State Superintendent of Public Instruction (SSPI) of the California Department of Education (CDE) or designee deems appropriate.

The programs and activities subject to the UCP in which *The District* operates are:

- Accommodations for Pregnant and Parenting Pupils
- After School Education and Safety
- Child care and development programs
- Compensatory Education
- Consolidated categorical aid programs
- Discrimination, harassment, intimidation, or bullying against any protected group as identified under *Education Code (EC)* sections 200 and 220 and *Government Code* Section 11135, including any actual or perceived characteristic as set forth in *Penal Code* Section 422.55, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, in any program or activity conducted by an educational institution, as defined in *EC* Section 210.3, that is funded directly by, or that receives or benefits from, any state financial assistance.
- Educational and graduation requirements for pupils in foster care, pupils who are homeless, pupils from military families and pupils formerly in Juvenile Court now enrolled in a school district
- Every Student Succeeds Act
- Local control and accountability plans (LCAP)
- Migrant Education
- Physical Education Instructional Minutes
- Pupil Fees
- Reasonable Accommodations to a Lactating Pupil
- School Plans for Student Achievement
- School Safety Plans
- Schoolsite Councils

And any other state or federal educational program the State Superintendent of Public Instruction (SSPI) of the California Department of Education (CDE) or designee deems appropriate.

The following complaints shall be referred to the specified agencies for appropriate resolution and are not subject to the our UCP complaint procedures set forth in this document:

(a) Allegations of child abuse shall be referred to the applicable County Department of Social Services (DSS), Protective Services Division or appropriate law enforcement agency.

(b) Health and safety complaints regarding licensed facilities operating a Child Development Program shall be referred to DSS.

(c) Employment discrimination complaints shall be sent to the State Department of Fair Employment and Housing (DFEH). The complainant shall be notified in writing in a timely manner of any DFEH transferal.

The Responsibilities of *The District*

We shall have the primary responsibility to ensure compliance with applicable state and federal laws and regulations. We shall investigate and seek to resolve, in accordance with the our approved UCP process, complaints alleging failure to comply with applicable state and federal laws and regulations including, but not limited to, allegations of discrimination, harassment, intimidation, or bullying or noncompliance with laws relating to all programs and activities we implement that are subject to the UCP.

The UCP Annual Notice

We disseminate on an annual basis the UCP Annual Notice which is a written notice of the our UCP complaint procedures.

This notice may be made available on our website and shall include the following:

- addresses all of our students, employees, parents or guardians of its students, school and district advisory committee members, appropriate private school officials or representatives, and other interested parties;
- information regarding allegations about discrimination, harassment, intimidation, or bullying;
- the list of all federal and state programs within the scope of the UCP;
- the title of the position whose occupant is responsible for processing complaints, and the identity(ies) of the person(s) currently occupying that position, if known;
- a statement that the occupant responsible for processing complaints is knowledgeable about the laws and programs that they are assigned to investigate;

All UCP complaints shall be filed no later than one year from the date the alleged violation occurred.

Complaints within the scope of the UCP are to be filed with the person responsible for processing complaints:

*Superintendent
PO Box 1067
Hanford CA 93230
559-585-3600*

A pupil fee includes a purchase that a pupil is required to make to obtain materials, supplies, equipment, or clothes associated with an educational activity.

A pupil fees complaint may be filed with the principal of a school or with our superintendent or their designee. A pupil fees complaint may be filed anonymously, that is, without an identifying signature, if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance.

For complaints relating to Local Control and Accountability Plans (LCAP), the date of the alleged violation is the date when the reviewing authority approves the LCAP or annual update that we adopted. An LCAP complaint may be filed anonymously, that is, without an identifying signature, if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance.

We advise complainants of the right to pursue civil law remedies that may be available under state or federal discrimination, harassment, intimidation or bullying laws, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may also be available to complainants.

Investigating UCP Complaints

The UCP complaint investigation is our administrative process for the purpose of gathering data regarding the complaint. We provide an opportunity for complainants and/or representatives to present evidence or information.

Refusal by the complainant to provide the investigator with documents or other evidence related to the allegations in the complaint, or to otherwise fail or refuse to cooperate in the investigation or engage in any other obstruction of the investigation, may result in the dismissal of the complaint because of a lack of evidence to support the allegations.

Refusal by *The District* to provide the investigator with access to records and/or other information related to the allegation in the complaint, or to otherwise fail or refuse to cooperate in the investigation or engage in any other obstruction of the investigation, may result in a finding based on evidence collected that a violation has occurred and may result in the imposition of a remedy in favor of the complainant.

We ensure that complainants are protected from retaliation.

We investigate all allegations of unlawful discrimination, harassment, intimidation or bullying against any protected group. Unlawful discrimination, harassment, intimidation or bullying complaints shall be filed no later than six months from the date the alleged discrimination, harassment, intimidation or bullying occurred, or six months from the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation or bullying.

UCP Complaint Resolution

We will thoroughly investigate the UCP complaint and issue a written Investigation Report to the complainant within 60 calendar days from the date of the receipt of the complaint, unless the complainant agrees in writing to an extension of time.

This Investigation Report will contain the following elements:

- the findings of fact based on the evidence gathered;
- a conclusion that provides a clear determination for each allegation as to whether we are in compliance with the relevant law;
- corrective actions if we find merit in a complaint:

- including complaints of Pupil Fees; LCAP; Physical Education Instructional Minutes, or Course Periods without Educational Content, the remedy shall go to all affected pupils, parents, and guardians,
- for all other complaints within the scope of the Uniform Complaint Procedures the remedy shall go to the affected pupil,
- With respect to a pupil fees complaint, corrective actions shall include a remedy where in good faith, by engaging in reasonable efforts, an attempt to identify and fully reimburse all pupils, parents and guardians who paid a pupil fee within one year prior to the filing of the complaint;
- a notice of the complainant's right to appeal our Investigation Report to the Department of Education (CDE); and
- the procedures to be followed for initiating an appeal to the CDE.

UCP Complaint Appeal Process

An appeal is a written and signed request by the complainant to the CDE seeking review of an LEA Investigation Report that was issued in response to a properly-filed complaint. A signature may be handwritten, typed (including in an email) or electronically-generated.

The complainant may appeal our Investigation Report of a UCP complaint to the CDE by filing a written appeal within 30 calendar days of the date. In order to request an appeal, the complainant must specify and explain the basis for the appeal, including at least one of the following:

- *The District* failed to follow its complaint procedures, and/or
- the Investigation Report lacks material findings of fact necessary to reach a conclusion of law, and/or
- the material findings of fact in the Investigation Report are not supported by substantial evidence, and/or
- the legal conclusion in the Investigation Report is inconsistent with the law, and/or
- in a case in which we were found in noncompliance, the corrective actions fail to provide a proper remedy.

The appeal shall be sent with: (1) a copy of the locally filed complaint; and (2) a copy of the LEA Investigation Report.

All complaints and responses are public records.

Legal References

20 United States Code [20 U.S.C.] Section 6301 et seq.

34 Code of Federal Regulations [34 CFR] Sections 106.8, 34 CFR 299.10-11

California Education Codes [EC] Sections 200, 201, 210.1, 210.3, 220, 221.1, 222, 234.1, 260, 3031, 8200-8498, 8235.5, 8235-8239.1, 8261, 8482-8484.65, 8500-8538, 17002(d), 17592.72, 32280-32289, 32289, 33126(b)(5)(A), 33126(b)(5)(B), 33315, 35161, 35186, 46015, 48645.7, 48853, 48853.5, 48987, 49010-49013, 49069.5, 49531,

49556, 51210, 51222, 51223, 51225.1-3, 51228.1–51228.3, 52059, 52075, 52300–52462, 52334.7, 52355, 52451, 52460–52462, 52500–52617, 54440–54445, 54445, 56100(a), 56100(j), 60010, 64001, 65000.

California Government Code [GC] Sections 11135, 11136, 12960

California Penal Code [PC] Section 422.55, 11166

5 California Code of Regulations (CCR) Sections 4600–4640, 4690–4694

Hanford Elementary School District
Uniform Complaint Procedures (UCP)
Annual Notice

Hanford Elementary School District
714 N White St
Hanford CA 93230
559-585-3600

Uniform Complaint Procedures (UCP) Annual Notice
2020-2021

The Hanford Elementary School District annually notifies our students, employees, parents or guardians of its students, the district advisory committee, school advisory committees, appropriate private school officials, and other interested parties of our Uniform Complaint Procedures (UCP) process.

The UCP Annual Notice is available on our website.

We are primarily responsible for compliance with federal and state laws and regulations, including those related to unlawful discrimination, harassment, intimidation or bullying against any protected group, and all programs and activities that are subject to the UCP.

Programs and Activities Subject to the UCP

- Accommodations for Pregnant and Parenting Pupils
- Adult Education
- After School Education and Safety
- Agricultural Career Technical Education
- Career Technical and Technical Education and Career Technical and Technical Training Programs
- Child Care and Development Programs
- Compensatory Education
- Consolidated Categorical Aid Programs
- Course Periods without Educational Content
- Discrimination, harassment, intimidation, or bullying against any protected group as identified under sections 200 and 220 and Section 11135 of the Government Code, including any actual or perceived characteristic as set forth in Section 422.55 of the Penal Code, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, in any program or activity

conducted by an educational institution, as defined in Section 210.3, that is funded directly by, or that receives or benefits from, any state financial assistance.

- Educational and graduation requirements for pupils in foster care, pupils who are homeless, pupils from military families and pupils formerly in Juvenile Court now enrolled in a school district
- Every Student Succeeds Act
- Local Control and Accountability Plans (LCAP)
- Migrant Education
- Physical Education Instructional Minutes
- Pupil Fees
- Reasonable Accommodations to a Lactating Pupil
- Regional Occupational Centers and Programs
- School Plans for Student Achievement
- School Safety Plans
- Schoolsite Councils
- State Preschool
- State Preschool Health and Safety Issues in LEAs Exempt from Licensing

And any other state or federal educational program the State Superintendent of Public Instruction (SSPI) of the California Department of Education (CDE) or designee deems appropriate.

- Accommodations for Pregnant and Parenting Pupils
- After School Education and Safety
- Child care and development programs
- Compensatory Education
- Consolidated categorical aid programs
- Discrimination, harassment, intimidation, or bullying against any protected group as identified under *Education Code (EC)* sections 200 and 220 and *Government Code* Section 11135, including any actual or perceived characteristic as set forth in *Penal Code* Section 422.55, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, in any program or activity conducted by an educational institution, as defined in *EC* Section 210.3, that is funded directly by, or that receives or benefits from, any state financial assistance.
- Educational and graduation requirements for pupils in foster care, pupils who are homeless, pupils from military families and pupils formerly in Juvenile Court now enrolled in a school district
- Every Student Succeeds Act

- Local control and accountability plans (LCAP)
- Migrant Education
- Physical Education Instructional Minutes
- Pupil Fees
- Reasonable Accommodations to a Lactating Pupil
- School Plans for Student Achievement
- School Safety Plans
- Schoolsite Councils

And any other state or federal educational program the State Superintendent of Public Instruction (SSPI) of the California Department of Education (CDE) or designee deems appropriate.

Filing a UCP Complaint

A UCP complaint shall be filed no later than one year from the date the alleged violation occurred.

For complaints relating to Local Control and Accountability Plans (LCAP), the date of the alleged violation is the date when the reviewing authority approves the LCAP or annual update that was adopted by our agency.

A pupil enrolled in any of our public schools shall not be required to pay a pupil fee for participation in an educational activity.

A pupil fee complaint may be filed with the principal of a school or our superintendent or their designee.

A pupil fee or LCAP complaint may be filed anonymously, that is, without an identifying signature, if the complainant provides evidence or information leading to evidence to support an allegation of noncompliance.

Responsibilities of the *Hanford Elementary School District*

We shall post a standardized notice, in addition to this notice, with educational and graduation requirements for pupils in foster care, pupils who are homeless, pupils from military families and pupils formerly in Juvenile Court now enrolled in a school district.

We advise complainants of the opportunity to appeal an Investigation Report of complaints regarding programs within the scope of the UCP to the Department of Education (CDE).

We advise complainants of civil law remedies, including injunctions, restraining orders, or other remedies or orders that may be available under state or federal discrimination, harassment, intimidation or bullying laws, if applicable.

Copies of our UCP procedures shall be available free of charge.

Contact Information

Complaints within the scope of the UCP are to be filed with the person responsible for processing complaints:

*Superintendent
PO Box 1067
Hanford CA 93230
559-585-3600*

The above contact is knowledgeable about the laws and programs that they are assigned to investigate in *The Hanford Elementary School District*

HANFORD ELEMENTARY SCHOOL DISTRICT
Human Resources Department
AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Jaime Martinez 

DATE: January 15, 2021

RE: (X) Board Meeting
 () Superintendent's Cabinet
 () Information
 (X) Action

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **January 27, 2021**

ITEM: Consider approval of personnel transactions and related matters.

PURPOSE:

a. Employment

Classified

- Jenova Ortiz, Account Technician II – 8.0 hrs., Fiscal Services, effective 12/14/20
- Maria Villa Fernandez, Custodian II – 8.0 hrs., Kennedy, effective 12/21/20
- Jose Castellanos Lemus, Custodian II – 8.0 hrs., Monroe/King, effective 12/22/20

Temporary Employees/Substitutes

- Allen Christian Altamirano, Substitute READY Program Tutor, Special Education Aide, Special Circumstance Aide and Yard Supervisor, effective 1/11/21

Yard Supervisor

- Audussie Martinez, Yard Supervisor – 3.0 hrs., Roosevelt, effective 1/11/21
- Olga Ramirez, Yard Supervisor – 2.5 hrs., Washington, effective 1/11/21
- Maria Ibarra Gomez, Yard Supervisor – 2.5 hrs., Monroe, effective 1/11/21
- Guadalupe Lopez, Yard Supervisor – 1.0 hrs., Jefferson, effective 1/11/21
- Violeta Naranjo, Yard Supervisor – 3.5 hrs., Roosevelt, effective 1/11/21

b. Resignations

- Veronica Leach, Yard Supervisor – 2.5 hrs., Hamilton, effective 12/25/20
- Adilene Lopez, Administrative Secretary II, Confidential – 8.0 hrs., Fiscal Services/Facilities-DO, effective 12/11/20
- Ariel Masterson, Licensed Vocational Nurse – 6.0 hrs., Jefferson, effective 1/18/21
- Darryl Parks, Substitute Custodian II, effective 3/3/20

c. Promotion

- Shereese Rose, from Personnel Specialist – 8.0 hrs., to Classified Personnel Manager – 8.0 hrs., Human Resources, effective 1/19/21

d. Reclassifications

- Barbara Chasmar, from Food Service Utility Worker – 8.0 hrs., (Range 8), to Lead Food Service Worker – 8.0 hrs., (Range 9), Kennedy, effective 1/28/21,
- Gina Wibeto, from Food Service Utility Worker – 8.0 hrs., (Range 8), to Lead Food Service Worker – 8.0 hrs., (Range 9), Wilson, effective 1/28/21

e. Job Descriptions

- Account Clerk I (revised)
- Food Service Utility Worker (revised)
- Food Service Worker I (revised)
- Food Service Worker II (revised)
- Lead Food Service Worker (new)

f. Consider approval of Co-Sponsor Partnership Agreement between the Tulare County Office of Education IMPACT Intern Program and the Hanford Elementary School District

- Authorize agreement to collaborate with Tulare County Office of Education by developing and delivering a quality teacher preparation program through PROJECT IMPACT; New teacher and leadership development IMPACT Intern Program. This is a two-year agreement effective August 1, 2020 through July 31, 2022.

RECOMMENDATION: Approve.

DRAFT

HANFORD ELEMENTARY SCHOOL DISTRICT
Job Description

ACCOUNT CLERK I

DEFINITION

The Account Clerk I works as a cashier during student meal periods, assists the food service staff in preparation and clean up as directed, and provides general supervision of students during lunch period.

SUPERVISION RECEIVED AND EXERCISED

Receives direct supervision from the Food Service Program Manager and Food Services Supervisor, and functional supervision from the school site management team. Does not supervise any other employee.

ESSENTIAL FUNCTIONS

- Duties may include but are not limited to the following:
- Operates a Point of Sale (POS) computer and uses the student emergency roster list when needed at POS.
- Runs the food service line, maintaining a good pace for students and food service staff, ensuring students go through the line quickly, efficiently with enough time to secure food and eat during the food service window provided.
- Receives money for prepaid meal tickets from parents, students or school site office staff. Also receives cash for meals in meal serving line.
- Reviews needy-meal applications and checks form for completeness then forwards the application(s) on to the Food Services Department as received.
- Assists in preparation and clean-up of school cafeteria for meal periods. Duties may include, but are not limited to the following: counting supplies, sweeping, wiping tables, clean-up of food service areas (e.g. garden bar), cleaning kitchen utensils and equipment.

OTHER FUNCTIONS

- Assists with the supervision of students as directed, observing their behavior and enforcing school rules, discipline, and ensuring student safety in the cafeteria.

- Performs other related duties as required.

NECESSARY EMPLOYMENT STANDARDS

Knowledge of:

Cashiering.

Rules and procedures for Food Service Point of Sale activities.

The general needs and behavior of students.

Ability to:

Operate Point of Sale computer and use a student emergency roster accurately.

Perform as a cashier with speed and accuracy.

Understand and carry out oral and written instructions and directions.

Read, write, speak, and understand English well.

Use good judgment and professional conduct in communicating with students and parents.

Observe groups of students and issue commands and directions as needed. Ability to maintain discipline and control of students during meal periods as assigned.

Speed up and slow down the serving line based on the needs of the students, food servers, and the school within the food serving window period.

Maintain positive and cooperative relationships with supervisors, teachers, staff, and others contacted in the course of work.

EDUCATION AND EXPERIENCE: Any combination of education and experience that could likely provide the required knowledge, skill, 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: One year of general clerical or cashiering experience including operating POS computer.

Certificates or Licenses: Must possess or obtain within six months of hire, a valid Food Handlers Safety Certificate (District will provide for paid time and cost of certification).

WORKING CONDITIONS

Environment: School cafeteria and kitchen. Subject to chemical cleaning products used to clean tables and sanitize kitchen. Noisy cafeteria environment.

Physical Abilities: Vision to read instructions, procedures, and records; hearing and speaking to communicate with staff, students, and the public; sitting, standing, and walking for extended periods of time; moderate lifting up to 40 pounds, carrying, pushing or pulling of food trays, milk crates and carts; bending at waist and reaching overhead, above the shoulders and horizontally and dexterity of hands and fingers to operate a POS computer and kitchen equipment.

Hazards: Exposure to very hot foods, equipment and metal objects used in cooking and baking; exposure to sharp knives, subject to heat from stove and oven, cold refrigerators and freezers.

Adopted: 04/1974
 Revised: 01/18/81
 Revised: 08/17/88
 Revised: 08/18/93
 Revised: 06/11/97
 Revised: 05/21/03
 Revised: 03/17/04
Revised: / /21

DRAFT

HANFORD ELEMENTARY SCHOOL DISTRICT
Job Description

FOOD SERVICE UTILITY WORKER

PURPOSE:

Works in District kitchen and school cafeterias performing food service tasks, cashiering and clerical duties as needed.

SUPERVISION RECEIVED AND EXERCISED:

Receives direct supervision from the Management Team ~~Program Manager of Food Services and Supervisor of Food Services~~. When working at school sites, receives functional supervision from the school site management team. Does not supervise any other employee.

DISTINGUISHING CHARACTERISTICS

This position is considered the utility position for the Food Services' jobs and must have the ability to step into any assignment in Food Services Department as needed including but not limited to: FSWI, FSWII, Cook/Baker, Account Clerk I.

The Food Service Utility Worker may be required to drive their personal vehicle or a district vehicle to a school or other District location where meals are transported from a central kitchen and prepare and serve food.

ESSENTIAL FUNCTIONS:

- Duties may include but are not limited to the following:
- Assists in preparation of school meals and baked goods in large quantities.
- Sets up, heats as necessary, and serves foods, sandwiches, beverages, and other foodstuffs at a serving line.
- Washes and sanitizes pots and pans; assists in cleaning and storing cafeteria utensils, equipment, and food supplies.
- Sweeps; cleans kitchen or cafeteria areas; wipes tables; cleans food service equipment.
- Receives money for prepaid meals from parents, students or school site office staff. Also receives cash for meals in meal serving line.

Hanford Elementary School District
Job Description – **Food Service Utility Worker**
Page 2

- Operates a point of sale (POS) computer and uses the student emergency roster list when needed at POS.
- Reviews needy meal application(s) and checks form for completeness then forwards the applications(s) on to the food services department as received.
- Counts money and assists in preparation of bank deposits, posting of food services sales and preparing food service reports; records and files.

OTHER FUNCTIONS

- Assists with the supervision of students as directed, observing their behavior and enforcing school rules, discipline, and ensuring students safety in the cafeteria as directed and needed.
- Assists with periodic inventory of food and supplies.
- Assists in training new Account Clerks and Food Service Workers.
- Operates various office machines, providing light clerical support to District Kitchen.
- Drives a Food Services delivery van and/or a personal vehicle between district locations as needed.
- Performs other related duties as required.

NECESSARY EMPLOYMENT STANDARDS

Knowledge of:

Health and safety standards applicable to food receiving, storage, preparation, and service to ensure the safe delivery of food service.

Methods of preparing all foods and baked goods served utilizing standard food service equipment and utensils.

Proper methods of cleaning and caring for food service equipment and utensils;

Rules and procedures for Food Service point of sale activities

The general needs and behavior of students.

Standard office equipment, including computers, copies, 10-key calculator, phones, and FAX machines.

Knowledge of: (continued)

Operate point of sale computer and use a student emergency roster accurately.

Ability To:

Prepare all foods and baked goods served in large quantities.

Operate food service and cafeteria equipment.

Drive an automobile or service van.

Post food service data accurately, maintaining record-keeping systems including operation of the point of sale and personal computer.

Cashier with accuracy and speed, counting money accurately making mathematical computations rapidly.

Use good judgment and professional conduct in communicating with staff, students and parents.

Observe groups of students and issue commands and directions as needed. Ability to maintain discipline and control of students during meal periods as directed.

Maintain positive and cooperative relationships with supervisors, teachers, staff and others contacted in the course of work.

Operate standard office machines, including computer keyboard and 10-key adding machine, with speed and accuracy.

Order school cafeteria supplies in proper quantities.

Understand and carry out oral and written instructions and directions.

Read, write, and understanding English well.

Work a flexible work shift, including split hours based upon business needs of District.

EDUCATION AND EXPERIENCE:

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

Hanford Elementary School District
Job Description – **Food Service Utility Worker**
Page 4

Education: Equivalent to completion of 12th grade.

Experience: Two years of general kitchen/cafeteria experience including food preparation, baking, kitchen maintenance, food serving and food stocking.

Minimum of two years of general clerical/office experience, including cashiering, basic record-keeping activities.

Certificates or Licenses: Must possess, or obtain within six months of hire, a valid Food Handlers Safety Certificate (District will provide for paid time and cost of certification.)

California Class C Driver's License

WORKING CONDITIONS

Work Environment: Variety of working environments, ranging from noisy school cafeteria and kitchen environment, to office environment.

Physical Abilities: Standing, walking or sitting for extended periods of time; kneeling and bending at the waist, reaching overhead, above the head and horizontal to retrieve food items, records; pushing or pulling food racks and carts; moderate lifting up to 40 50 lbs; dexterity of hands, fingers and wrists to operate equipment, POS machine, post sales on sales reports, operate computer and office equipment; vision to read instructions, determine proper quantities of food, complete records; hearing and speaking to communicate with staff, students and public. Driving a vehicle between work locations.

Hazards: Exposure to very hot foods, equipment and metal objects used in cooking and baking; exposure to sharp knives and slicers; subject to heat from stove and oven, cold from refrigerators and freezers.

Adopted: 04/05/00
Revised: 06/18/03
Revised: / /21

DRAFT

HANFORD ELEMENTARY SCHOOL DISTRICT
Job Description

FOOD SERVICE WORKER I

PURPOSE

To serve school meals in a satellite cafeteria and to assist in maintaining food service area.

SUPERVISION RECEIVED AND EXERCISED

Receives direct supervision from ~~a~~ the Food Service Program Manager and Food Service Supervisor and functional supervision from the school site management team and the Coordinator of Food Services and receives functional supervision from the Coordinator of Food Services. Does not supervise any other employee.

ESSENTIAL FUNCTIONS: Duties may include but are not limited to the following:

- Sets up, heats in necessary, and serves foods, sandwiches, beverages and other foodstuffs at a serving line;
- Washes and sanitizes pots and pans. Assists in cleaning and storing cafeteria utensils, equipment and food supplies;
- Sweeps, cleans kitchen or cafeteria areas; ~~W~~wipes tables clean; and
- Performs simple record keeping.

OTHER FUNCTIONS:

- Performs other related duties as required.

NECESSARY EMPLOYMENT STANDARDS

Knowledge of:

Utensils used in serving food;

Proper food temperature;

Methods of cleaning and caring for equipment; and

Kitchen and personal sanitation.

Ability to:

Operate cafeteria equipment;

Ability to: (continued)

Order supplies in proper quantities;

Understand and carry out oral and written directions;

Maintain simple record keeping system;

Establish and maintain a positive and cooperative relationship with those contacted in the course of work; and

Read, write, speak and understand English well.

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 the completion of the eighth grade.

Experience: One year of experience in food preparation and kitchen maintenance.

Certificates or Licenses: Must possess, or obtain within six months of hire, a valid Food Handlers Safety Certificate (District will provide for paid time and cost of certification.)

WORKING CONDITIONS

Environment: Kitchen environment; subject to heat from ovens and stoves, cold from walk-in refrigerators and freezers. Noisy Cafeteria Environment.

Physical Abilities: Standing and walking for extended periods of time, moderate lifting up to 40 pounds, dexterity of hands and fingers to operate kitchen equipment, carrying, pushing or pulling food trays and carts, seeing to assure proper quantities of food, bending at the waist, and reaching overhead, above the shoulders and horizontally.

Hazards: Exposure to very hot foods, equipment, and metal objects used in cooking and baking; exposure to sharp knives and slicers.

Approved: 04/19/89

Revised: 08/18/93

Revised: 12/20/00

Revised: / /21

DRAFT

HANFORD ELEMENTARY SCHOOL DISTRICT
Job Description

**FOOD SERVICE WORKER II
(Cashier/Food Preparer)**

PURPOSE

To perform cashier work, prepare and stock food in a cafeteria Ala Carte program for the District.

SUPERVISION RECEIVED AND EXERCISED

Receives direct supervision from ~~a~~ the Food Service Program Manager, Food Service Supervisor and school site management team ~~school-site manager and the Coordinator of Food Services.~~ Receives functional supervision from the ~~Administrative Assistant of~~ Lead Food Services Worker. Does not supervise any other employee.

ESSENTIAL FUNCTIONS

- Sets up, heats if necessary, packages and serves foods, sandwiches, beverages and other foodstuffs;
- Runs the food service line, maintaining a good pace for students and food service staff, ensuring students go through the line quickly, efficiently with enough time to secure food and eat during the food service window provided;
- Assists in monitoring and documenting food temperatures;
- Washes and sanitizes pots and pans. Assists in cleaning and storing cafeteria utensils, equipment and food supplies;
- Sweeps, cleans kitchen or cafeteria areas; wipes tables, cleans food service equipment;
- Makes arithmetical calculations;
- Receives money and maintains records of receipts; and
- Operates various office machines; operates a POS computer and uses student emergency roster list as needed;
- Assists in inventorying and ordering of product as needed.

Hanford Elementary School District
Job Description - **Food Service Worker II (Cashier/Food Preparer)**
Page 2

OTHER FUNCTIONS

- Performs other related duties as required.

NECESSARY EMPLOYMENT STANDARDS

Knowledge of:

Proper food temperatures;

Methods of cleaning and caring for equipment; and

Kitchen and personal sanitation.

Ability to:

Post data and make arithmetical computations rapidly and accurately;

Maintain simple record keeping system;

Establish and maintain a positive and cooperative relationship with those contacted in the course of work;

Read, write, speak and understand English well;

Perform as a cashier with speed and accuracy;

Operate cafeteria equipment;

Order supplies in proper quantities; and

Understand and carry out oral and written directions.

EDUCATION AND EXPERIENCE

Any combination of education and experience that would 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: One year of cashier experience involving minor record keeping activities.

One year of experience in food preparation, food stocking in a "self-serving line.

Hanford Elementary School District

Job Description - **Food Service Worker II (Cashier/Food Preparer)**Page 3

One year of experience in the proper methods of cleaning and sanitizing kitchen equipment.

Certificates or Licenses: Must possess, or obtain within six months of hire, a valid Food Handlers Safety Certificate (District will provide for paid time and cost of certification.)

WORKING CONDITIONS

Environment: Kitchen environment; subject to heat from oven and stove, cold from refrigerators and freezers. Noisy Cafeteria environment.

Physical Abilities: Vision to inspect financial records and to assure proper quantities of food, hearing and speaking to communicate with District Staff and the public, standing and walking for extended periods of time, moderate lifting up to forty (40) pounds, dexterity of hands and fingers to operate equipment, carrying, pushing or pulling food racks and carts, bending at the waist, and reaching overhead, above the head and horizontal.

Hazards: Exposure to very hot foods, equipment, and metal objects used in warming food; exposure to sharp objects.

Adopted: 07/19/95

Revised: 12/20/00

Revised: / /21

DRAFT

HANFORD ELEMENTARY SCHOOL DISTRICT
Job Description

LEAD FOOD SERVICE WORKER

PURPOSE:

The Lead Food Service Worker is the working lead level classification for Food Service Workers at the Junior Highs. In addition to performing general Food Service Worker II duties, this position provides support and functional direction to the other food service worker II's at the Junior High School in their tasks; plans and organizes the work to ensure the set up for breakfast and lunch service is done to standards.

SUPERVISION RECEIVED AND EXERCISED:

Receives direct supervision from the Food Services Management and school site administrators. Provides functional direction and support to the Food Service team members at the school site. May provide functional responsibility for the trainings, schedules and completion of the Food Service Worker II's assignments.

ESSENTIAL FUNCTIONS:

- In addition to the duties delineated in the Food Service Worker II job description, the Lead duties may include but are not limited to the following:
- On a daily basis train and support food service staff at the Jr. High in duties and resolving daily concerns related to food services at the site.
- Travels to the District Kitchen to pull orders for following day's service.
- Works with District Kitchen Administrative Services Staff to verify money shortages/overages.
- Trains students on their meal options at the start of each school year. Helps the District Kitchen determine menu options based upon student likes/dislikes
- Communicates staff concerns, issues with school site administration or Food Services management members.
- Assists in preparation of school meals and baked goods in large quantities.
- Receives money for prepaid meals from parents, students, or school site office staff. Also receives cash for meals in meal serving line.
- Operates a point of sale (POS) computer and uses the student emergency roster list when needed at POS.

Hanford Elementary School District
Job Description – **Lead Food Service Worker**
Page 2

- Monitors and documents temperatures of food to assure safety and quality standards are met.
- Reviews needy meal application(s) and checks form for completeness then forwards the applications(s) on to the food services department as received.
- Counts money and assists in preparation of bank deposits, posting of food services sales and preparing food service reports, records and files.

OTHER FUNCTIONS

- Assists with the supervision of students as directed, observing their behavior and enforcing school rules, discipline, and ensuring students safety in the cafeteria as directed and needed.
- Assists with periodic inventory of food and supplies.
- Operates various office machines, providing light clerical support to District Kitchen.
- Performs other related duties as required.

NECESSARY EMPLOYMENT STANDARDS

Knowledge of:

Health and safety standards applicable to food receiving, storage, preparation, and service to ensure the safe delivery of food service.

Methods of preparing all foods and baked goods served utilizing standard food service equipment and utensils.

Proper methods of cleaning and caring for food service equipment and utensils.

Rules and procedures for Food Service point of sale activities.

The general needs and behavior of students.

Standard office equipment, including computers, copies, 10-key calculator, phones, and FAX machines.

Operate point of sale computer and use a student emergency roster accurately.

Ability To:

Prepare all foods and baked goods served in large quantities.

Operate food service and cafeteria equipment.

Post food service data accurately, maintaining record-keeping systems including operation of the point of sale and personal computer.

Drive an automobile or service van.

Cashier with accuracy and speed, counting money accurately making mathematical computations rapidly.

Use good judgment and professional conduct in communicating with students and parents.

Observe groups of students and issue commands and directions as needed. Ability to maintain discipline and control of students during meal periods as directed.

Maintain positive and cooperative relationships with supervisors, teachers, staff and others contacted in the course of work.

Operate standard office machines, including computer keyboard and 10-key adding machine, with speed and accuracy.

Order school cafeteria supplies in proper quantities.

Understand and carry out oral and written instructions and directions.

Read, write, and understanding English well.

Work a flexible work shift, as needed.

EDUCATION AND EXPERIENCE:

Any combination of education and experience that would 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 12th grade.

Experience: Two years of general kitchen/cafeteria experience including food preparation, baking, kitchen maintenance, food serving and food stocking.

Minimum of two years of general clerical/office experience, including cashiering, basic record-keeping activities.

Certificates or Licenses: Must possess, or obtain within six months of hire, a valid Food Handlers Safety Certificate (District will provide for paid time and cost of certification.)

California Class C Drivers' License.

WORKING CONDITIONS

Work Environment: Variety of working environments, ranging from noisy school cafeteria and kitchen environment, to office environment.

Physical Abilities: Standing, walking or sitting for extended periods of time; kneeling and bending at the waist, reaching overhead, above the head and horizontal to retrieve food items, records; pushing or pulling food racks and carts; moderate lifting up to 40 lbs; dexterity of hands, fingers and wrists to operate equipment, POS machine, post sales on sales reports, operate computer and office equipment; vision to read instructions, determine proper quantities of food, complete records; hearing and speaking to communicate with staff, students and public. Drive an automobile or a service van.

Hazards: Exposure to very hot foods, equipment and metal objects used in cooking and baking; exposure to sharp knives and slicers; subject to heat from stove and oven, cold from refrigerators and freezers.

Adopted: / /21

For TCOE Office Use	
Vendor #	_____
Req. #	_____
PO #	_____
Supt receiving funds	

TCOE CONTRACT #:

210431

AGENCY AGREEMENT

This Agency Agreement ("Agreement") is entered into between the **Tulare County Superintendent of Schools**, (hereinafter, "Superintendent" or "Program Sponsor") and the **Hanford Elementary School District** (hereinafter, "District" or "Employing Agency") (collectively, "Parties").

RECITALS

- A. WHEREAS, teacher intern programs are a partnership between the California Commission on Teacher Credentialing (CTC), approved Program Sponsor and the California Employing Agency that elects to employ an individual on the basis of an intern credential;
- B. WHEREAS, Superintendent is a CTC-approved Program Sponsor and District is an Employing Agency that elects to employ individuals on the basis of an intern credential;
- C. WHEREAS, District acknowledges that there is a shortage of teachers and that current certificated employees will not be displaced when hiring interns, and interns meet the *Every Student Succeeds Act* (ESSA) regulations and definitions, and the interns will be placed in a classroom to teach a subject area compliant with their district intern credentials;
- D. WHEREAS all parties are aware that intern credentials are limited to an EL authorization that satisfies requirements for Specially Designed Academic Instruction Delivered in English (SDAIE) and do not satisfy requirements to teach ELD in a departmentalized setting;
- E. WHEREAS, the supervision and support of interns is the responsibility of both the Program Sponsor and the District;
- F. WHEREAS, Superintendent and District agree to partner together to provide the IMPACT Intern Program for eligible teachers working in the District;
- G. WHEREAS Intern programs are the result of a partnership between the institution who prepare teachers (Program Sponsor) and the employer. Pursuant to Section 80033 of Title 5 of the California Code of Regulations (C.C.R.), every approved intern program must have a signed agreement between the District and the Program Sponsor detailing the support and supervision that will be provided to interns. CCTC states that the supervision and support of interns is the responsibility of both the Commission-approved teacher preparation program and the employer. The combination of employer-provided support and mentoring, and program supervision provided to the intern, should be a minimum of 2-4 hours per week. (CCTC, PSC 3C-22)

ACCORDINGLY, IT IS HEREBY AGREED between the parties hereto as follows:

1. **TERM:** This TWO-YEAR agreement shall become effective as of August 1, 2020 and shall expire July 31, 2022.
2. **RESPONSIBILITIES OF THE PARTIES:**
 - a. District shall have the responsibilities as set forth in Exhibit A;
 - b. Superintendent shall have the responsibilities as set forth in Exhibit B.
2. **COST OF SERVICES:** In consideration of the Agreement, District shall pay Superintendent according to the fee structure outlined in Exhibit A, Paragraph 11.
 - a. Please see attached Exhibit A, Paragraph 11.
3. **SCHEDULE OF PAYMENTS:**
 - a. Superintendent shall invoice the District according to the schedule outlined in Exhibit A, Paragraph 11.
4. **INDEMNIFICATION:** Superintendent and District shall hold each other harmless, defend and indemnify their respective agents, officers, and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, arising out of the activities of Superintendent or District or their agents, officers and employees under this Agreement. This indemnification shall be provided by each party to the other party regarding its own activities undertaken pursuant to this Agreement, or as a result of the relationship thereby created, including any claims that may be made against either party by any taxing authority asserting that an employer-employee relationship exists by reason of the Agreement, or any claims made against either party alleging civil rights violations by such party under Government Code section 12920 *et seq.* (California Fair Employment and Housing Act). This indemnification obligation shall continue beyond the term of the Agreement as to any acts or omissions occurring under this Agreement or any extension of the Agreement.
5. **TERMINATION:** Either party may terminate this Agreement without cause by giving thirty (30) calendar days advance written notice to the other party.

The Parties, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

DISTRICT

Joy Gabler

Superintendent

Hanford Elementary School District

714 N. White St.

Hanford, CA 93230

By: _____

Date: _____

SUPERINTENDENT

Tim A. Hire

Superintendent of Schools

Tulare County Office of Education

P.O. Box 5091

Visalia, CA 93278-5091

By:  _____Date: 12/7/2020 _____

TCOE Program Information:

Contact Person: Mary Dolan, 559.302.3640

Budget Number: 010-90228-0-000000-210000-58000-000-00-0000

Please return an original signed copy to:

Tulare County Office of Education

ATTN: NTLD

P.O. Box 5091

Visalia, CA 93278-5091

EXHIBIT A**SCOPE OF SERVICES****RESPONSIBILITIES OF DISTRICT OR EMPLOYING AGENCY:**

- 1) The Employing Agency will assign a representative (e.g. Assistant Superintendent or site Principal) to act as a contact person with the TCOE IMPACT District Intern Program.
- 2) At the time of hiring an intern teacher, the Employing Agency will identify a mentor teacher and allocate additional personnel if needed to provide on-site support for the intern.
 - a) The mentor teacher and additional personnel working with the intern shall possess a Clear or Life Credential in the same areas as the intern, have a minimum of three years of successful teacher experience, and have an English Language Authorization.
 - b) The Employing Agency shall determine the terms of employment for the mentor teacher and additional personnel. It is at the discretion of the Employing Agency to determine if the mentor teacher and additional personnel receive compensation, and, if so, compensation is the responsibility of the Employing Agency.
 - c) To meet the CTC and 5 CCR § 80033 requirement of 144 hours of required support and supervision per year, the District will ensure that the intern receives a minimum of 70-80 hours of support (approximately 2-3 hours per week) with the mentor teacher and additional personnel (if appropriate) per year. Support may include, but is not limited to, weekly course planning of curriculum and assessments, coaching in the classroom, and problem-solving regarding student issues. The intern and on-site mentor will be responsible for documenting hours of support provided by the Employing Agency.
 - d) For those interns who do not already have an English Language Authorization from a current California credential or passing score on the California Teacher of English Learners ("CTEL") exam, the Employing Agency will ensure that the intern receives an additional 25 hours of the required 45 hours per year related to working with English Learners. (For additional ideas for support, see CTC Professional Services Committee ["PSA"] 13-06 Appendix B.)
 - e) The mentor teacher and additional personnel should be immediately available to assist the intern with planning lessons that are appropriately designed and differentiated for English Learners, including assessing language needs and

- progress, and supporting making content instruction accessible for English Learners, e.g. through in-classroom modeling and coaching as needed.
- f) The Employing Agency will ensure there is protected time for the mentor and additional personnel to work with the intern within the school day and school week.
 - g) The onsite mentor will receive a minimum of 10 hours of training per CTC requirement from the Program Sponsor, part of which may be provided by the Employing Agency.
- 3) The Employing Agency will provide access to the intern's site administrator or evaluator for consultation with IMPACT Program personnel.
 - 4) The Employing Agency will advise site administrators regarding inappropriate assignment of interns to extremely challenging / complex teaching assignments
 - 5) The Employing Agency will advise site administrators that IMPACT intern candidates require a timely departure from school campus on the days that they are attending IMPACT classes.
 - 6) The Employing Agency will minimize extra duty assignments for IMPACT intern candidates.
 - 7) The Employing Agency will provide internet access to visiting IMPACT program personnel.
 - 8) The Employing Agency will support and assist the intern with meeting the video-recording requirement for CalTPA Cycle 1 and Cycle 2, including permission slips.
 - 9) If appropriate, the Employing Agency will assist the TCOE IMPACT District Intern Program Accounts Manager to establish monthly payroll deduction for the intern, or encourage hired interns to make other payment arrangements to make sure their program tuition stays current.
 - 10) The Employing Agency will provide evaluation data as requested by the CTC and the TCOE IMPACT District Intern Program, including survey completion, demographic and/or retention information.
 - 11) The Employing Agency will release TCOE Impact District Program intern teachers to participate in 2 half-days of professional development observations as part of in-kind match.
 - 12) The Employing Agency will apply all IMPACT units earned for the advancement of the candidate on the district salary when the preliminary credential is granted as per ED CODE 44327.
 - 13) If necessary, if the intern's site is located outside the local area of TCOE (e.g. more than 45 minutes away), the Employing Agency may be asked to assist in identifying a Practicum Supervisor for the intern.

- 14) The following fee structure for participating in the program applies: The cost will be \$1,000 per intern per year (regardless of the IMPACT intern's start date). The Employing Agency will be billed in March for the interns who are in the program at that time. Please contact the NTLD office if the billing cycle needs to be adjusted. (Due to local control funding formula, the TCOE IMPACT District Intern Program no longer receives state funding to support intern programs. Funding has been redirected towards local control funds. Districts can use funds from Title II, Educator Effectiveness for this fee. Additionally, districts can charge interns to support supervision of new teachers as per California ED CODE 44462).

FEE SCHEDULE

	Invoice Date
The cost will be \$1,000.00 per intern per year (regardless of the intern teacher's start date) for 2020-2021 school year	March 2021 *payment terms are net 30 days from the date of receipt of invoice
The cost will be \$1,000.00 per intern per year (regardless of the intern teacher's start date) for 2021-2022 school year	March 2022 *payment terms are net 30 days from the date of receipt of invoice
<i>Not to exceed \$1,000.00 per intern, per year for a total cost of \$2,000.00 per intern for the two- year program.</i>	<i>Total Cost</i>

EXHIBIT B**SCOPE OF SERVICES****RESPONSIBILITIES OF PROGRAM SPONSOR PROVIDED BY TULARE COUNTY SUPERINTENDENT OF SCHOOLS:**

- 1) The Program Sponsor will provide administration, management, and coordination of the TCOE IMPACT District Intern Program as approved by CCTC.
- 2) The Program Sponsor shall provide training to administrators to acquaint them with TCOE IMPACT District Intern Program goals, requirements for participants, and administrator responsibilities.
- 3) The Program Sponsor shall identify a Practicum Supervisor and allocate additional personnel if needed to provide on-site support for the intern.
 - a) The Practicum Supervisor and additional personnel working with the intern shall possess a Clear or Life Credential in the same area as the intern, have a minimum of three years of successful teaching experience, and have an English Language Authorization.
 - b) The Program Sponsor shall provide appropriate orientation and training for the Practicum Supervisor and additional personnel, including, but not limited to, characteristics of coaching, time and frequent of visitations, and process for documenting observations and evaluation of the intern.
 - c) The Program Sponsor will ensure that the intern receives a minimum of 70-80 hours of support from the Practicum Supervisor (approx. 18 visits year one and 12 visits year two). Support may include, but is not limited to, weekly course planning of curriculum and assessments, coaching within the classroom, and problem-solving regarding student issues. The intern and Practicum Supervisor will be responsible for documenting hours received from the Program Sponsor, e.g., administrators, instructors, and additional personnel.
 - d) For those interns who do not already have English Language Authorization from a California credential or passing score on the CTEL exam, the Program Sponsor will ensure that the intern receives an additional 20 hours of in-classroom coaching specific to the needs of English Learners from the Practicum Supervisor and additional personnel.
- 4) The Program Sponsor will maintain records of the TCOE IMPACT interns, provide advisement, and feedback to the participants as to their progress.
- 5) Onsite mentors will receive a minimum of 10 hours of training from the Program Sponsor (and possibly the Employing Agency) per CTC requirement.

- 6) The Program Sponsor will be responsible for establishing effective and on-going communication with Employing Agency and TCOE IMPACT District Intern personnel (e.g. Practicum Supervisor, Evaluator, Intern Coordinator) as appropriate to ensure a successful teaching experience for the intern.
- 7) The Program Sponsor will ensure that the district human resources director and site administrator are informed about the requirement of staying in good academic and financial standing with the program in order to continue with employment.
- 8) The Program Sponsor will be responsible for providing the intern with procedures to document and monitor the CTC required hours of mentoring and support from the employer and the District Intern program.
- 9) The Program Sponsor will provide all CTC-required coursework for the preliminary credential.
- 10) The Program Sponsor will coordinate Leadership Team Forum meetings to provide an ongoing system of program development and evaluation that leads to substantive program improvements in teacher development associated with the CTC requirements.
- 11) The County Superintendent will submit the District Intern credential application and provide assistance and support with credentialing issues.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 01/15/2021

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 01/27/2021

ITEM:

Consider adoption of Resolution #18-21, which allows the District to apply for funding from the Public Benefits Grant – New Alternative Fuel Vehicle Purchase Program.

PURPOSE:

The San Joaquin Valley Air Pollution Control District is accepting Public Benefits Grant – New Alternative Fuel Vehicle Purchase Program applications. This program provides funding for public agencies for electric vehicles which would be deployed in the Facilities and Food Service department replacing the need for those individuals to use their personal vehicles.

FISCAL IMPACT:

There will be upfront costs associated with the purchase of five new electric vehicles with up to \$100,000 (\$20,000/vehicle) being reimbursed by the San Joaquin Air Pollution Control District. The desired vehicles are projected to cost approximately \$120,000 with reimbursement projected to be \$85,000.

RECOMMENDATIONS:

Adopt Resolution #18-21, which allows the District to apply for funding from the Public Benefits Grant – New Alternative Fuel Vehicle Purchase Program.

RESOLUTION# 18-21
Hanford Elementary School District
Public Benefits Grant
New Alternative Fuel Vehicle Purchase Program

WHEREAS, the Hanford Elementary School District recognizes the importance of improving air quality in the San Joaquin Valley of California; and

WHEREAS, the Public Benefit Grant Program has been designed to meet the needs and challenges faced by valley public entities and provides a wide variety of clean-air public benefit programs which will provide a direct benefit to valley residents; and

WHEREAS, use of electric vehicles improve air quality; and

WHEREAS, the San Joaquin Valley Air Pollution Control District (SJVAPCD) is currently accepting applications from public entities located within the boundaries of the SJVAPCD requesting funding for new electric school vehicles; and

WHEREAS, the Hanford Elementary School District Board authorizes the submittal of the application(s) for the Public Benefits Grant – New Alternative Fuel Vehicle Purchase Program.

NOW, THEREFORE, BE IT RESOLVED that effective the 27th day of January, 2021 that the Hanford Elementary School District appoints Hanford Elementary School District Chief Business Official, David Endo the contract signing authority, as the duly authorized official to make financial decisions and the individual authorized to implement the Public Benefits Grant – New Alternative Fuel Vehicle Purchase Program.

I HEREBY CERTIFY THAT THE FOREGOING RESOLUTION was duly passed and adopted this 27th day of January, 2021.

Ayes:

Noes:

Absent:

 Robert Garcia, President

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 01/15/2021

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 01/27/2021

ITEM:

Consider adoption of Resolution No. 19-21: Kings County Investment Policy.

PURPOSE:

The Hanford Elementary School District is required to annually adopt the Director of Finance's investment policy. This resolution approves the investment parameters set forth by the investment policy and delegates the District's investment authority to the Kings County Director of Finance. The policy has been reviewed and approved by the County Treasury Oversight Committee and the Board of Supervisors.

FISCAL IMPACT:

None.

RECOMMENDATIONS:

Adopt Resolution No. 19-21: Kings County Investment Policy.

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

IN THE MATTER OF APPROVING
THE KINGS COUNTY DIRECTOR OF
FINANCE'S STATEMENT OF INVESTMENT
POLICY AND DELEGATING
INVESTMENT AUTHORITY TO THE
KINGS COUNTY DIRECTOR OF FINANCE
UNDER CALIFORNIA GOVERNMENT CODE
SECTIONS 53607, 53646 AND 53684 /

RESOLUTION NO. 19-21

WHEREAS, under Government Code section 53646, the Kings County Director of Finance ("Treasurer") may render an annual statement of investment policy to the Kings County Board of Supervisors and to the governing board of any local agency which has funds on deposit in the Kings County Treasury; and

WHEREAS, on December 8, 2020 the Kings County Board of Supervisors approved the Director of Finance's Statement of Investment Policy dated January 1, 2021 ("Investment Policy"); and

WHEREAS, the Investment Policy has been submitted to the District Board of Trustees ("District Board") for approval under Government Code section 53646; and

WHEREAS, under Government Code section 53646, the Treasurer may render a quarterly report ("Quarterly Report") to each local agency which has funds on deposit in the County Treasury and for which the Treasurer has made investments; and

WHEREAS, the Hanford Elementary School District ("District") has funds on deposit with the Kings County Director of Finance ("Treasurer"); and

WHEREAS, when keeping, holding, depositing and investing District funds on the District's behalf, the Treasurer acts as the "ex-officio" treasurer of the District; and

WHEREAS, the District Board has authority under Government Code sections 53607 and 53684 to delegate authority to the Treasurer to deposit and invest District funds under the provisions of Government Code sections 53601 and 53635; and

WHEREAS, the District Board now wishes to approve the Director of Finance's Statement of Investment Policy and to delegate investment authority to the Kings County Director of Finance ("Treasurer") for the ensuing twelve-month period.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. Pursuant to Government Code section 53646, the District Board hereby approves the Investment Policy.

2. Pursuant to Government Code section 53646, the District Board acknowledges and approves the procedures utilized by the Treasurer in rendering and submitting each Quarterly Report, under the provisions of which the Treasurer shall render each such report. Under the provisions of Government Code section 53607, the Treasurer shall prepare a monthly report and maintain it on file in his/her office for review and inspection by the District Board, staff and designated agents.

3. Pursuant to Government Code sections 53607 and 53684, and subject to the requirements of Government Code sections 53601 and 53635, the District Board hereby delegates to the Kings County Director of Finance ("Treasurer") the discretionary authority to deposit, invest or reinvest the funds of the District in the County Treasury commencing on the date of approval of this resolution and continuing for the ensuing twelve months. Without limiting his discretion in any way, the Treasurer is hereby expressly authorized to invest such District funds in the Treasurer's Pooled Investment Portfolio.

4. The District Board hereby delegates to the Treasurer the discretionary authority to determine which District funds on deposit in the Kings County Treasury are monies which are sinking funds or money not required for immediate use within the meaning of Government Code section 53601 and which monies are excess funds within the meaning of Government Code section 53684.

5. The Treasurer shall assume full responsibility for such deposit and investment transactions until such time as the District Board revokes this delegation of authority or until the date which is twelve months from the date of approval of this resolution, unless renewed on or before that date by the District Board.

The foregoing resolution was adopted upon motion by Trustee _____, seconded by Trustee _____, at a regular meeting held on the 27th day of January, 2021, by the following vote:

AYES: Trustees
NOES: Trustees
ABSENT: Trustees

President of the Board of Trustees
Hanford Elementary School District

WITNESS my hand and seal of said Board of Trustees this 27th day of January, 2021.

Clerk of said Board of Trustees

DATE: January 12, 2021
TO: Kings County School Districts
FROM: Tammy Phelps, Assistant Director of Finance -Treasury
SUBJECT: 2021 Director of Finance's Investment Policy

I am sending a copy of the 2021 Investment Policy. The Policy was reviewed and approved by the County Treasury Oversight Committee on November 16, 2020 and the Board of Supervisors on December 8, 2020. Also included is a sample district resolution approving the Statement of Investment Policy and delegating investment authority to the Kings County Director of Finance. Annually, your District Board must act on the resolution. For your convenience, the Office of Education is distributing these documents electronically via email. Please return approved resolutions to the Office of Education.

The changes to the 2021 Director of Finance's Statement of Investment Policy are as follows:

The only change to the 2021 Director of Finance's Statement of Investment Policy is the expansion and clarification of item VII.A.16. Shares of Beneficial Interest Issued by Joint Powers Authority (JPA). This item was modified so that it clearly allows investment in the California Asset Management Program (CAMP). CAMP is a California JPA established in 1989. The CAMP Pool is a permitted investment for all local agencies under California Government Code Section 53601(p).

If you have any questions, please feel free to call me at 852-2462.

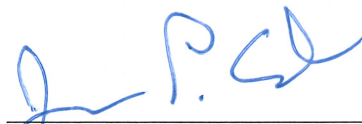
COUNTY OF KINGS

DIRECTOR OF FINANCE'S

STATEMENT OF

INVESTMENT POLICY

JANUARY 1, 2021



James P. Erb, CPA
Director of Finance

Approved by CTOC November 16, 2020
Approved by BOS December 8, 2020

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I. AUTHORITY

Kings County Ordinance No.557, adopted on January 14, 1997 as an urgency ordinance, delegated to the County Director of Finance the authority to continue to invest or reinvest the funds of the County and the funds of other depositors in the County treasury, pursuant to Section 53600 et seq., inclusive of Section 53684, of the California Government Code. The County Director of Finance, as agent of the county, trustee, and fiduciary, assumes full responsibility for the investment program. The Board of Supervisors shall annually review the Director of Finance's performance and may annually renew this delegation of authority for a one-year period pursuant to Government Code 53607. The Board of Supervisors may also revoke the investment authority by County ordinance.

II. POLICY STATEMENT

Annually, the County Director of Finance shall prepare an Investment Policy, pursuant to G.C. 27133 and G.C. 53646, that will be reviewed by the County Treasury Oversight Committee and rendered for approval to the Board of Supervisors and local agencies.

The purpose of this Statement of Investment Policy (Policy) is to establish cash management and investment guidelines for the County Director of Finance, who is responsible for the stewardship of the Kings County Investment Pool. Each transaction and the entire portfolio must comply with California Government Code Section 53601 et seq., Section 53635 et seq., and this policy. All portfolio activities will be judged by the Standard of Prudence and ranking of investment objectives. Those activities which violate its spirit and intent will be deemed to be contrary to the policy.

III. POOLED INVESTMENT FUND OVERSIGHT COMMITTEE

In accordance with California Government Code Section 27130 et seq., the Board of Supervisors, in consultation with the County Director of Finance, has created a County Treasury Oversight Committee (Resolution No. 95-081, December 5, 1995) to allow local agency representatives participation in the policies that guide the investment of depositor funds. The primary responsibilities of the committee include: (a) to review and monitor the County Director of Finance's Statement of Investment Policy, (b) to cause an annual audit to be conducted to determine the County Treasury's compliance, and (c) to establish criteria for depositor withdrawal of funds for the purpose of investing or depositing outside the County Treasury pool. The meeting of the Oversight Committee shall be open to the public and subject to the Ralph M. Brown Act.

A member of the Oversight Committee may not be employed by an entity that has contributed to the campaign for any member of a legislative body of any local agency that has deposited funds into the county treasury, in the previous three years or during the period that the employee is a member of the committee. While serving on the Oversight Committee, a member may not directly or indirectly raise money for any member of a legislative body of any local agency that has deposited funds into the county treasury. Finally, a member may not secure employment with, or

be employed by, bond underwriters, bond counsel, security brokerages or dealers, or a financial services firms, with whom the Director of Finance is doing business during the period that the person is a member of the committee or for one year after leaving the committee.

The Oversight Committee is not allowed to direct individual investment decisions, select individual investment advisors, brokers, or dealers, or impinge on the day-to-day operations of the County treasury and investment operations.

IV. INVESTMENT OBJECTIVES

The Pooled Investment Fund shall be prudently invested in order to earn a reasonable return, while awaiting application for governmental purposes. The specific objectives for the Pooled Investment Fund are ranked in order of importance.

A. SAFETY OF PRINCIPAL - The preservation of principal is the primary objective. Each transaction shall seek to ensure that capital losses are avoided, whether they are from securities default or erosion of market value. The objective will be to mitigate credit risk and interest rate risk.

1. Credit Risk is the risk of loss due to the failure of the security issuer or backer. Credit risk is mitigated by: (a) limiting investments to the safest types of securities; (b) pre-qualifying the financial institutions, broker/dealers, intermediaries, and advisors with which the Treasury will do business; and (c) diversifying the investment portfolio so that potential losses on individual securities will be minimized.

2. Interest Rate Risk is the risk that the market value of securities in the portfolio will fall due to changes in general interest rates. Interest rate risk is mitigated by: (a) structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity, and (b) by investing operating funds primarily in shorter-term securities.

B. LIQUIDITY - As a second objective, the Pooled Investment Fund should remain sufficiently flexible to enable the County Director of Finance to meet all operating requirements which may be reasonably anticipated in any depositor's fund. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). No more than 35% of the portfolio may be invested in securities maturing in three to five years and during peak tax collection no more than 30%. Percent restrictions shall be applicable only for the date of purchase. Any future percent deviations due to cash flow demands reducing the total investment portfolio shall not be considered out of compliance. Furthermore, since all possible cash demands cannot be anticipated, the portfolio shall consist largely of securities with active secondary or resale markets (dynamic liquidity).

C. PUBLIC TRUST - In managing the Pooled Investment Fund, the County Director of Finance and the authorized investment staff should avoid any transactions that might impair public confidence in Kings County and the participating local agencies. Investments should be made

with precision and care, considering the probable safety of the capital as well as the probable income to be derived.

D. MAXIMUM RATE OF RETURN - As the fourth objective, the Pooled investment Fund is designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of least importance compared to the safety and liquidity objectives described above. The core of investments are limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities can be sold prior to maturity for the following reasons: (1) a declining credit security to minimize loss of principal; (2) a security swap to improve the quality, yield, or target duration in the portfolio; (3) the liquidity needs of the portfolio require that the security be sold; (4) a call notification of a make-whole bond which, given unfavorable market conditions, could deteriorate the price of the bond on the redemption date, or (5) to realize a profit. If there is a realized loss of principal, the loss will first be allocated against the interest earned in the current quarter on the sold security. If the security's current interest is not sufficient to cover the loss, then the Director of Finance may allocate the loss against a profit realized from selling a security in the same quarter, and/or the total current and future portfolio interest earnings. In the event of an imminent loss of principal for which the security's interest would not be sufficient to cover the loss, the Director of Finance may withhold from the total current and future portfolio interest earnings to reserve against a future maximum anticipated actual loss.

V. STANDARD OF CARE

A. PRUDENCE - The County Director of Finance, as a trustee and therefore a fiduciary, is subject to the Prudent Investor Standard-which states, "When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, the county treasurer shall act with care, skill, prudence, and diligence under the circumstances then prevailing, specifically including, but not limited to, the general economic conditions and the anticipated needs of the county and other depositors, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the county and the other depositors." The standard of prudence to be used by investment staff shall be the "prudent person" standard, which provides, "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital, liquidity needs, as well as the probable income to be derived." This standard shall be applied in the context of managing an overall portfolio.

When investing, reinvesting, purchasing, acquiring, exchanging, selling and managing public funds the County Director of Finance shall act with the care, skill, prudence and diligence to meet the aims of the investment objectives listed in order in Section IV., Investment Objectives. Investment staff acting in accordance with written procedures and this Policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or

market price changes, provided deviations from expectations are reported in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this policy.

B. ETHICS AND CONFLICT OF INTEREST - Treasury staff involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. The investment staff shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. The investment staff shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the treasury.

Pursuant to Government Code Section 27133(d), the County Director of Finance, individual Treasury employees, or any member of the County Treasury Oversight Committee may not accept honoraria, gifts, and gratuities from advisors, brokers, dealers, bankers, or other persons with whom the County Treasury conducts business in an amount exceeding \$50.00.

C. DELEGATION OF AUTHORITY - Authority to manage the investment program is granted to the County Director of Finance by the Kings County Board of Supervisors. The moneys invested will be actively managed by the Director of Finance and his/her staff, who shall carry out established written procedures and internal controls for the operation of the investment program consistent with this Policy. No person may engage in an investment transaction except as provided under the terms of this Policy and the procedures established by the Director of Finance. The Director of Finance shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate staff. (See also Safekeeping and Custody, Internal Controls VI B. below). The authority to execute investment transactions for the portfolio shall be limited to the Assistant Director of Finance - Treasury, the Treasury Manager, and in the absence of the Treasury Manager, the Accounting Specialist-Treasury Operations.

VI. SAFEKEEPING AND CUSTODY

A. DEPOSITORY INSTITUTIONS – As far as possible, all money belonging to, or in the custody of the County Director of Finance shall be deposited for safekeeping in state or national banks selected by the Director of Finance, or may be invested as set forth in Section VII. To be eligible to receive funds, the bank shall have received an overall rating of not less than “satisfactory” in its most recent evaluation by the appropriate federal financial supervisory agency of its record of meeting the credit needs of California’s communities pursuant to Section 2906 of Title 12 of the United States Code.

B. AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS - Schedule 1- Statement of Authorized Firms, on page 15, is a list of County Director of Finance approved financial institutions and broker/dealers authorized to provide investment services to the Treasury. Authorized firms can be added or deleted only with the Director of Finance’s approval. Any changes will result in modification to Schedule 1, but will not be considered a revision to this policy. Changes to authorized firms shall be reported to the County Treasury Oversight Committee and Board of Supervisors within two (2) weeks. The authorized parties include

"primary" dealers or divisions of a primary dealers, selected on the basis of creditworthiness, capital adequacy, availability of investment inventory, and experience in trading in authorized investments. Firms utilized for money market mutual funds must either attain the highest ranking or the highest letter and numerical rating provided by not less than two of the three largest nationally recognized statistical-rating organizations (NRSRO) OR have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years experience (i) investing in the securities and obligations as authorized in G.C. 53601, or (ii) managing money market mutual funds; and have assets under management in excess of five hundred million dollars (\$500,000,000). All financial institutions and broker/dealers who desire to become qualified firms for County Treasury investment transactions must supply the audited financial statements, proof of National Association of Securities Dealers (NASD) certification, proof of State registration, completed broker/dealer questionnaire, and certification of having read the Kings County Investment Policy. An annual review of the financial condition of qualified firms will be conducted by the Assistant Director of Finance - Treasury.

The Treasury shall not do any investment business with any broker, brokerage, dealer, or securities firm that has, within any consecutive 48-month period following January 1, 1996, made a political contribution, in an amount exceeding the limitations contained in Rule G-37 of the Municipal Securities Rulemaking Board, to any member of the Board of Supervisors or any candidate for those offices. Firms must provide corporate policy statements regarding compliance with political contributions limitations of Rule G-37.

C. INTERNAL CONTROLS - The County Director of Finance is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the investment portfolio are protected from loss, theft, or misuse. The internal control structure is designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

Daily, or when next available, the County Director of Finance or designee will

(1) Review and initial all Investment Purchase Orders to verify compliance with the overall Policy, Investment Parameters, and Authorized Institutions.

(2) Review and initial the "Daily Balance Sheet" to insure continuous compliance of portfolio investments (percentage distribution) to the Policy and Investment Parameters.

Weekly, the County Director of Finance or designee will verify that the Portfolio Percentage Report by investment type is balanced to the Daily Balance Sheet.

Monthly, all funds maintained by the County Director of Finance, including cash in treasury, deposits in transit, Kings County Department of Finance's checking account balance, and investment holdings will be audited by the County Department of Finance – Accounting Division.

Quarterly, the County Director of Finance or designee will report compliance of the investment portfolio to the Director of Finance's Statement of Investment Policy. (See Section IX. Reporting Methods on page 12)

Annually, the County Treasury Oversight Committee shall hire an external auditor to conduct an independent review to assure compliance of the Director of Finance's investment activities with the Statement of Investment Policy.

D. SAFEKEEPING - All securities purchased either outright or on repurchase agreements shall be held in safekeeping by a third party bank trust department acting as agent for the County under terms of a custody agreement executed by the bank and the Director of Finance. The only exceptions authorized are purchases from Local Agency Investment Fund (LAIF), collateralized time deposits, collateralized bank money market accounts, and investments in money market mutual funds.

E. VOLUNTARY DEPOSITORS - If a local agency determines the agency has excess funds which are not required for immediate use and with the consent of the County Director of Finance, the legislative or governing body may, by resolution or minute order, authorize the deposit of excess funds into the County Treasury for the purpose of investment pursuant to Government Code Section 53635. At no time will the County Treasury accept deposits of personal funds unless by Court order.

The County Director of Finance shall, on a case by case basis, determine the terms and conditions under which a city, public district, or any public or municipal corporations located within Kings County, and not required to deposit their funds in the County Treasury, may voluntarily deposit funds for investment purposes. The County Director of Finance shall evaluate each proposed deposit request prior to approving the deposit into the Treasury. The County Director of Finance must make a finding that the proposed deposit will not adversely affect the interests of the other depositors in the County Investment pool, prior to approving the deposit.

F. WITHDRAWAL OF FUNDS FOR EXTERNAL INVESTMENT -The County Treasury Oversight Committee's approved policy statement on "Treasury Restrictions on Withdrawal for External Investment" establishes the terms and conditions for Treasury depositors withdrawing funds for investment outside the County investment pool. (See Appendix A on page 17 and 18)

Any local agency, public entity, or public official that has funds on deposit in the County Treasury investment pool and that seeks to withdraw funds for the purpose of investing or depositing those funds outside the County Treasury pool, shall submit a resolution or minute order approved by the legislative or governing body requesting the withdrawal of the funds. Funds withdrawn shall become the responsibility of the requesting legislative body, and the Director of Finance will be held harmless from liability.

The County Director of Finance shall evaluate each proposed withdrawal for its consistency with the County Treasury Oversight Committee policy prior to approving the withdrawal. The County Director of Finance must also make a finding that the proposed withdrawal will not adversely affect the interests of the other depositors in the County Treasury pool, prior to approving the withdrawal.

VII. SUITABLE AND AUTHORIZED INVESTMENTS

A. INVESTMENT TYPES - The County treasury may invest money among the following authorized investments and within the limits imposed by Government Code 53601 et seq. or 53635 et seq., or as more further restricted in Schedule 2-Investment Parameters on page 16:

- 1. United States Treasury Bills, Notes, Bonds, and Certificates of Indebtedness**, or those for which the full faith and credit of the United States are pledged for the payment of principal and interest.
- 2. Registered state warrants or treasury notes or bonds of the State of California**, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the State or by a department, board, agency, or authority of the State.
- 3. Registered treasury notes or bonds of any of the other 49 states** including bonds payable solely out of the revenues from revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 states, in addition to California.
- 4. Bonds, notes, warrants, or other evidences of indebtedness of any local agency within the State of California**, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency.
- 5. Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments**, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.
- 6. Banker's Acceptances (BA)** otherwise known as Bills of Exchange or Time Drafts, both domestic and foreign, drawn on and accepted by a commercial bank.
- 7. Commercial Paper (CP)** of "prime" quality issued by corporations that are organized and operating within the United States and having total assets in excess of five hundred million dollars (\$500,000,000).

8. Negotiable Certificates of Deposit issued by a nationally or state chartered bank or a savings association or federal association, or by a federally- or state-licensed branch of a foreign bank.

9. Certificates of Deposit Account Registry Service (CDARS) placed with a local CDARS member. CDARS are fully insured as to principal and interest that may be accrued by the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Administration (NCUA).

10. Collateralized Time Deposits issued by a nationally or state-chartered bank or savings and loan association within the State of California with an overall rating of not less than “satisfactory” in its most recent evaluation by the appropriate federal financial supervisory agency of its record of meeting the credit needs of California’s communities pursuant to Section 2906 of Title 12 of the United States Code.

11. Repurchase Agreements or Reverse Repurchase Agreements, or Securites Lending Agreement purchased in compliance with the Government Code 53601(j). Repurchase agreements must be issued by nationally or state-chartered banks or primary security dealers with whom the County Director of Finance has entered into a Master Repurchase Agreement.

12. Medium Term Corporate Notes (MTN), defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States.

13. Shares of Beneficial Interest issued by diversified management companies (1) that invests in the securities and obligations as authorized by subdivision (a) to (k), inclusive, or subdivisions (m) to (o) inclusive of Government Code 53601, and that comply with the investment restrictions of Article 2 of the Government Code (commencing with Section 53630), or (2) that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940. (15 U.S.C. Sec 80a-1, and following.)

14. Local Agency Investment Fund (LAIF) an investment pool created by Government Code 16429.1 in which the State Treasurer invests pooled political subdivision funds.

15. Notes, Bonds, or other obligations secured by a valid first priority security interest in eligible securities listed in Section 53651 having a market value at least equal to that required by Section 53652.

16. Shares of beneficial interest issued by a joint powers authority organized pursuant to Section 6509.7 that invests in the securities and obligations authorized in subdivisions (a) to (q), inclusive. Each share shall represent an equal proportional interest in the underlying pool of securities owned by the joint powers authority. To be eligible under this section, the joint powers authority issuing the shares shall have retained an investment adviser that meets all of the following criteria:

(1) The adviser is registered or exempt from registration with the Securities and Exchange Commission.

(2) The adviser has not less than five years of experience investing in the securities and obligations authorized in subdivisions (a) to (q), inclusive.

(3) The adviser has assets under management in excess of five hundred million dollars (\$500,000,000).

17. Supranational Debt Obligations United States dollar-denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development (IBRD), International Finance Corporation (IFC), or Inter-American Development Bank (IADB) only, eligible for purchase and sale within the United States. Authorized by CGC 53601 (q) and this policy.

B. RESTRICTIONS ON AUTHORIZED INVESTMENTS- In accordance with G.C. 53601.6, the County Treasury shall not invest any funds in inverse floaters, range notes, or mortgage derived interest-only strips. Additionally, no funds shall be invested in any security that could result in zero interest accrual if held to maturity. No funds shall be invested in Medium Term Corporate Notes with a make-whole call provision that, at time of purchase, are priced at a premium. No shares of beneficial interest will be purchased where the principal dollars invested are subject to daily net asset value (NAV) adjustments of the fund's portfolio except for the CalTrust. The Treasury shall not invest in financial options and futures contracts directly, but may purchase authorized investments of callable securities with imbedded call provisions. The Treasury will not purchase an authorized investment below the credit quality restriction of Schedule 2 - Investment Parameters, but may elect to hold an instrument to maturity that has been later downgraded by the nationally recognized statistical-rating organization i.e. Moody's, Standard and Poors, or Fitch.

C. COMPETITIVE BIDDING - Bids for investment products shall be taken from a minimum of three authorized institutions. Awards will be made giving consideration to safety, liquidity, a balanced portfolio, and diversification. Exceptions to the above would involve repurchase agreements, securities possessing unique characteristics which would make competitive bidding impractical, or market circumstances in which competitive bidding could be adverse to the best interest of the Director of Finance's investment program.

D. COLLATERALIZATION - In accordance with California Government Code 53652, 53601 (j) full collateralization of public deposits is required for collateralized time deposits, collateralized bank money market accounts, and repurchase agreements. The Director of Finance may waive collateralization for that portion of any deposit that is fully insured by the FDIC per Government Code 53653.

VIII. INVESTMENT PARAMETERS

A. DIVERSIFICATION - The investments will be diversified by security type and institution within the percent restrictions of Government Code 53601, 53601.8, 53635, 53635.2, and 53635.8 or as further defined in Schedule 2, Investment Parameters. Percent restrictions shall be applicable only for the date of purchase. Any future percent deviations due to cash flow demands reducing the total investment portfolio shall not be considered out of compliance.

Maximum investment amounts in any issuer name shall be limited as provided in the Investment Parameters on page 16.

B. MAXIMUM MATURITIES - Maturity limitations for each instrument type shall be restricted as provided in Government Code 53601, 53601.8, 53635, and 53635.8 or as further defined in Schedule 2 - Investment Parameters on page 16. No investment shall be made in any security, other than a security underlying a repurchase agreement authorized in this policy, which at the time of investment has a term remaining to maturity in excess of five years, unless a legislative body has granted express authority to make that investment either specifically or as part of an investment program approved by that legislative body no less than three months prior to the investment.

IX. REPORTING

A. METHODS - The County Director of Finance or designee shall prepare an investment report at least quarterly, including a succinct management summary that provides a clear picture of the status of the investment portfolio. This summary will be prepared in a manner, which will allow the reader to ascertain whether investment activities have conformed to the investment policy.

The report will be provided within 30 days following the end of the quarter covered by the report and submitted to the County Board of Supervisors, County Administrative Officer, Finance Director, other members of the County Treasury Oversight Committee, and pool participants.

The report will include the following:

1. A Statement of Compliance with the Investment Policy.
2. A listing of individual securities and moneys held at the end of the reporting period to include:
 - (a) The type of instrument.
 - (b) The name of the issuer.
 - (c) Purchase date, maturity date, and days to maturity.
 - (d) Issuers rating.(Long term or short term, as appropriate)
 - (e) Par and dollar amount invested in each security.
 - (f) The current market value of securities as of the date of the report and the source of the valuation.
3. A statement estimating the ability of the County Treasury to meet its pool's expenditure requirement for the next six months.
4. A statement of the method of interest accounting used.
5. Portfolio Sector Allocation and Quality Allocation graphs.
6. A Statement of Interest Earnings Report for the Quarter.

7. If applicable, a description of any of the local agency's funds, investments, or programs, that are under the management of contracted parties, but excluding funds deposited into the Local Agency Investment Fund administered by the State Treasurer.

B. QUARTERLY INTEREST CALCULATION AND APPORTIONMENT - Gross interest for the quarter is the total interest earned on an accrual basis on the Treasury portfolio investments for that quarter. Administrative expenses pursuant to G.C. 27013 are deducted to arrive at net interest to be apportioned. Administrative expenses consist of audit expenses, direct banking expenses, not otherwise recovered directly from Treasury depositors, safekeeping fees, plus actual quarterly Treasury operational expenses. The net earnings for the quarter are divided by the Treasury's total average daily balance creating an "interest allocation factor" or "daily interest factor" for each average dollar invested. Multiply the "interest allocation factor" by the quarterly average daily balance of each fund to determine the interest earnings for each fund. Interest is apportioned quarterly to all depositors in the Treasury pool. The "interest allocation factor" can be converted into the annualized quarterly interest rate; multiply the factor by the number of days in the year, and divide that answer by the number of days in the quarter.

X. POLICY EXCEPTIONS & REVISIONS

A. EXEMPTION - Any previously legal investments, that settled prior to the effective date and that no longer meet the current guidelines of this Policy, shall be exempted from the new requirements. At maturity or liquidation, such moneys shall be reinvested only as provided by this Policy.

Moneys held by a trustee or fiscal agent and pledged to the payment or security of bonds or other indebtedness, or obligations under a lease, installment sale, or other agreement of a local agency, or certificates of participation in those bonds, indebtedness, or lease installment sale, or other agreements, may be invested in accordance with the statutory provisions governing the issuance thereof. The proceeds of sales, or funds set aside for the repayment, of any notes or other indebtedness issued shall not be invested for a term that exceeds the term of the notes.

B. AMENDMENTS - This policy shall be reviewed at least on an annual basis. Any changes shall be submitted by the Director of Finance to the County Treasury Oversight Committee for consideration and comments, and the Board of Supervisors for review and approval.

**KINGS COUNTY DIRECTOR OF FINANCE'S
SCHEDULE 1 - STATEMENT OF AUTHORIZED FIRMS**

The Treasury is authorized to conduct investment security transactions with the following investment firms and broker/dealers, designated by the Federal Reserve Bank as primary government dealers or divisions of primary dealers. Security transactions with firms, other than those appearing on this list, are prohibited.

- A. Firms designated by the Federal Reserve Bank as Primary Government Dealers or a division of a Primary Dealer:

UBS Financial Services Inc., an affiliate of UBS Securities LLC
RBC Capital Markets, LLC
Jefferies LLC
Wells Fargo Securities, LLC

- B. Firms designated for the purchase of money market mutual funds pursuant to G.C. 53601 (l) and (p):

BlackRock
Bank of the West
CalTRUST

- C. Firms designated for repurchase agreements with Master Repurchase Agreements on file:

UBS Financial Services Inc., an affiliate of UBS Securities LLC

- D. State of California, Local Agency Investment Fund

- E. Purchases directly from major issuers of commercial paper, bankers acceptances, negotiable certificates of deposit, or collateralized time deposits, meeting the requirements set forth in section 53635, 53601(g), 53601(i), 53601(n), respectively, and 53635.2 of the California Government Code.

To ensure compliance with the County Director of Finance's Investment Policy, firms designated in A and C above are supplied a complete copy of the policy and must certify having read it.



James P. Erb, CPA, Director of Finance

Dated: January 1, 2021

SCHEDULE 2 – INVESTMENT PARAMETERS (Revised 11/18/15)

AUTHORIZED INVESTMENTS	DIVERSIFICATION	PURCHASE RESTRICTIONS	MATURITY	CREDIT QUALITY (NRSRO)
U.S. Treasury notes, bills, bonds or other certificates of indebtedness	95% Max.	None	Max. 5 years	N/A
Notes, participations, or obligations issued by Federal agencies or United States government-sponsored enterprises (GSE)	85% Max.	None	Max. 5 years	N/A
Bonds, notes, warrants or certificates of indebtedness issued by the State of California or local agencies or County of Kings or any other State	20% or \$20mm Max.	None	Max. 5 years unless prior BOS approval	L/T rating A or A2 or better
Bankers Acceptances	40% Max.	Max. \$5mm any one name	Max. 180 days	S/T rating A-1 or P-1 L/T rating (if Out-standing) AA- or Aa3 or better
Commercial paper of corporations organized and operating within the U.S. with total assets exceeding \$500 mm	40% Max.	Max. 10% in any one name, No Extendable CP	Max. 270 days.	S/T rating A-1 or P-1 L/T rating (if Out-standing) AA- or Aa3 or better
State of California Local Agency Investment Fund	Max. Dollars allowed by State Treasurer	Max. Transactions allowed by State Treasurer	Overnight liquidity	N/A
Negotiable CD's issued by National or State chartered banks or a federally- or state- licensed branch of a foreign bank	25% Max. (CDs + CDARS)	G.C. 53638 policy restrictions	Max. 3 years	L/T rating AA- or Aa3 or better
Certificates of Deposit Account Registry Service (CDARS)	25% Max (CDs + CDARS)	G.C. 53601.8 & 53635.8 conditions apply	Max. 3 years	100% FDIC/NCUA insured as to Principal and Interest
Collateralized Time Deposits.	10% Max.	Collateral policy restrictions G.C. 53601(n)	Max. 24 months	
Repurchase Agreements with collateral restricted to U. S. Treasury, Federal Agencies, or United States government-sponsored enterprises (GSE)	10% Max.	Master Repurchase and Tri-Party Custodial Agreements to be on file. 102% haircut	Max. 1 year	
Reverse Repurchase Agreements or Securities Lending on U.S. Treasury & Federal Agency Securities in portfolio	10% Max with approval of the Director of Finance	G.C. 53601(j) Reverse Repurchase and Securities Lending restrictions	Max. 92 days unless guaranteed spread	
Corporate Notes on U.S. Corp or U.S. Subsidiary of a foreign corp.	30% Max.	Max. \$15mm any one name Make - Whole Call Restrictions	Max. 5 years	L/T rating AA- or Aa3 or better
Asset Backed Securities on U.S. Corp.	0% Max.	Not authorized	Not authorized	Not Authorized
Money Market mutual funds that invest in eligible securities meeting Government Code requirements.	20% Max.	Fund 5 years or more old NAV pricing restriction No front or back loads	Overnight liquidity	L/T rating: Highest rating from two NRSRO, i.e. AAA, Aaa, etc. Retain Investment Advisor per G.C. 53601(l) & (p)
Supranationals – Washington dollar denominated IBRD, IFC or IADB	10% per fund 20% Max. 10% per Name	Max. 10% in any one name	Max. 5 years	L/T rating: Highest rating from two NRSRO, i.e. AAA, Aaa, etc.

APPENDIX A

COUNTY TREASURY OVERSIGHT COMMITTEE

Policy Statement and Authorized Practice Approved March 4, 1996

Treasury Restrictions on Withdrawal for External Investment

Authorization: Pursuant to Government Code Section 27130 and Kings County Board of Supervisor's Resolution No. 95-081, dated December 5, 1995, the Kings County Treasury Oversight Committee is authorized to establish criteria on the withdrawal of funds on deposit in the County Treasury investment pool for the purpose of investing or depositing those funds outside the County Treasury pool.

Request for Withdrawal: Any local agency, public entity, or public official that has funds on deposit in the County Treasury investment pool and that seeks to withdraw funds for external deposit or investment, shall first submit a request by resolution or minute order approved by the legislative or governing body for withdrawal of the funds.

Assessment of Withdrawal Impact: The County Director of Finance shall evaluate all requests for withdrawal to determine if the interests of the other Treasury depositors in the County Treasury pool will be adversely affected. If the County Director of Finance determines that the combined number of requests or total dollar amount requested is sufficient to constitute a "run on the treasury", no withdrawal requests shall be processed until the County Treasury Oversight Committee has reviewed the treasury financial position and assists the Director of Finance in establishing an action plan.

Approval or Disapproval: The County Director of Finance shall approve all requests upon the finding that other Treasury depositors will not be adversely affected. If other Treasury depositors are perceived to be adversely impacted, the County Director of Finance may postpone action on any withdrawal request until the County Treasury Oversight Committee has reviewed the situation.

Approved Withdrawal Criteria: Approved withdrawals will be processed dependent on availability of funds, the type of investments required to be liquidated, market conditions, settlement periods, and dollar amounts to be withdrawn. The following are target goals for withdrawals:

- a. If adequate liquidity exists in short term investments and requires minimal liquidation and settlement, withdrawals of amounts up to \$1,000,000.00 shall be processed immediately upon the County Director of Finance's approval.
- b. If the County Treasury liquidity position is such as to require liquidation of more difficult investment(s), the below processing times shall apply based on the withdrawal dollar amounts and market factors.
 - (1). If the withdrawal amount is less than \$1,000,000.00, and favorable market conditions exist, requests shall be processed within three workdays.

- (2). If the withdrawal amount is greater than \$1,000,000.00, or unfavorable market conditions exist, requests shall be processed within five workdays.

Disclaimer of Liability: Any and all funds withdrawn from the County Treasury investment pool for the purpose of investing or depositing such funds outside the pool shall become the responsibility of the legislative body requesting the action. The County Director of Finance or County of Kings shall in no manner be held responsible or liable for withdrawn funds or investments purchased with said funds. The request of any legislative body, by resolution or minute order, authorizing the withdrawal of funds for deposit or investment outside the County Treasury investment pool must provide a disclaimer of liability. The Director of Finance shall not honor any such withdrawal request if a disclaimer clause is not provided.

GLOSSARY OF TERMS

AGENCIES OR FEDERAL AGENCIES: Federal sponsored agency securities including discount notes, or interest bearing notes, and bonds. The agencies were created by Congress to reduce the cost of capital for certain borrowing sectors of the economy deemed to be important enough to warrant assistance, such as farmers, homeowners, and students.

ASKED PRICE: The lowest price at which a dealer is willing to sell a security.

BANKERS ACCEPTANCES (BA'S): A time draft or bill of exchange that is accepted payment by banks engaged in financing of international trade. The accepting institution guarantees payment of the bill as well as the issuer.

BID: Price at which someone is willing here and now to purchase a security.

BOOK VALUE: The value at which a security is carried on the inventory list or other financial records of an investor. The Book Value may differ significantly from the security's current value in the market.

BROKER: Person or firm acting as intermediary between buyer and seller.

CALLABLE BOND: A bond issue in which all or part of its outstanding principal amount may be redeemed before maturity by the issuer under specified conditions.

CERTIFICATES OF DEPOSIT (CD'S): A time deposit with a specific maturity evidenced by a certificate. They are issued in two forms negotiable and collateralized.

Negotiable Certificates of Deposit: May be sold by one holder to another prior to maturity. The issuing bank agrees to pay the amount of the deposit plus interest earned to the BEARER of the certificate at maturity.

Collateralized Time Deposits: These certificates are collateralized and are not money market instruments since they cannot be traded in the secondary market. They are issued on a fixed maturity basis and fixed payee.

CERTIFICATE OF DEPOSIT ACCOUNT REGISTRY SERVICES (CDARS): Certificates of Deposit that are placed by a member bank with commercial banks, savings banks, savings and loan associations, or credit unions, such that the principal and all accrued interest during the term of the certificate are fully insured by either the FDIC OR NCUA.

COLLATERAL: Securities pledged by a bank to secure deposits of public funds, or an asset pledged by a borrower to a lender.

COMMERCIAL PAPER: An unsecured short-term promissory note issued by corporations with maturities ranging from 2 to 270 days.

COUNTY TREASURY OVERSIGHT COMMITTEE: A committee established by Board of Supervisors Resolution No. 95-081, dated December 5, 1995 to allow local agency representatives participation in the policies that guide the investment of depositor funds. The primary responsibilities include: (1) review and monitor the County Director of Finance's investment policy, (2) cause an annual audit to be conducted to determine the county treasury's compliance, and (3) establish criteria for depositor withdrawal of funds for the purpose of investing or depositing outside the county treasury pool.

COUPON RATE: The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value.

DEALER: A dealer, as opposed to a broker, acts as a principal in all transaction, buying and selling for his own account.

DEBENTURE: A longer-term debt instrument issued by a corporation that is unsecured by other collateral. Hence, only the good faith and credit standing of the issuer backs the security.

DELIVERY VERSUS PAYMENT: There are two methods of delivery of securities: delivery vs. payment and delivery vs. receipt. Delivery vs. payment is delivery of securities with an exchange of money for the securities. Delivery vs. receipt is delivery of securities with an exchange of a signed receipt for the securities.

DISCOUNT: The difference between the cost price of a security and its maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

DISCOUNT SECURITIES: Non-interest bearing money market instruments that are issued at a discount and redeemed at maturity for full face value, e.g. U.S. Treasury Bills

DIVERSIFICATION: A process of investing assets among a range of security types by sector, maturity, and quality rating.

DOLLAR WEIGHTED AVERAGE MATURITY: The sum of the amount of each outstanding investment multiplied by the number of days to maturity, divided by the total amount of outstanding investments.

FEDERAL CREDIT AGENCIES: Agencies of the Federal government set up to supply credit to various classes of institutions and individuals, e.g. S&L's, small business firms, students, farmers, farm cooperatives, and exporters.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC): A federal agency that insures bank deposits, currently up to \$250,000 per deposit.

FEDERAL FARM CREDIT BANKS (FFCB): is a nationwide system of lending institutions that provide credit and related services to farmers, ranchers, producers and harvesters of agricultural products, and other farm related businesses.

FEDERAL FUNDS RATE: The rate of interest at which Fed funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

FEDERAL HOME LOAN BANKS (FHLB): The institutions that regulate and lend to savings and loan association. The Federal Home Loan Banks play a role analogous to that played by the Federal Reserve Banks vis-à-vis member commercial banks.

FEDERAL HOME LOAN MORTGAGE CORPORATION (FHLMC) : is a federally chartered and stockholder-owned corporation. Freddie Mac purchases mortgage loans from qualified financial institutions and resales these loans in the form of guaranteed mortgage securities.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA): FNMA, like GNMA was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development (HUD). It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans, in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

FEDERAL OPEN MARKET COMMITTEE (FOMC): Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member, while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

FEDERAL RESERVE SYSTEM: The central bank of the United States created by Congress and consisting of a seven member Board of Governors in Washington, D.C., 12 regional Federal Reserve Banks, their 24 branches, and all national and state banks that are members of the system.

FLOATER: A derivative that has its coupon determined by using the yield of other securities.

FUTURES: Futures contracts are the units of trading at a commodity exchange. They are legally binding agreements made within the confines of an exchange trading area. All futures contracts call for the purchase or sale of a physical commodity of financial instrument on dates from one month to more than two years in the future.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA or Ginnie Mae) Securities influencing the volume of bank credit guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations, and other institution. Security holder is protected by full faith and credit of the U.S. Government. Ginnie MAE securities are backed by the FHA, VA, or FMHM mortgages. The term "passthroughs" is often used to describe Ginnie Maes.

GOVERNMENT-SPONSORED ENTERPRISES (GSE): General term for several privately owned, publicly chartered agencies created to reduce borrowing costs for certain sectors of the economy such as farmers, homeowners and students. The GSEs that issue debt instruments include: Federal Home Loan Banks, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Farm Credit System, Federal Agricultural Mortgage Corporation, and the Student Loan Marketing Association.

LIQUIDITY: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable sales can be done at those quotes.

LOCAL AGENCY INVESTMENT FUND (LAIF): The aggregate of all funds from political subdivisions that are placed in the custody of the California State Treasurer for investment and reinvestment.

MARKET RISK: The risk that the value of a security will rise or decline as a result of changes in market conditions.

MARKET VALUE: The price at which a security is trading and could presumably be purchased or sold.

MASTER REPURCHASE AGREEMENT: A written contract covering all future transactions between the parties to repurchase--reverse repurchase agreements that establishes each party's rights in the transaction. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower.

MATURITY: The date upon which the principal or stated value of an investment becomes due and payable.

MONEY MARKET: The market in which short-term debt instruments (bills, commercial paper, banker's acceptances, etc.) are issued and traded.

MONEY MARKET MUTUAL FUND: Mutual funds that invest solely in money market instruments (short-term debt instruments, such as Treasury bills, commercial paper, bankers' acceptances, etc.).

NATIONALLY RECOGNIZED STATISTICAL-RATING ORGANIZATION (NRSRO) Independent credit rating agencies which are utilized to analyze and rate the quality of the issuers underlying debt.

OFFER: The price asked by a seller of securities. (When you are buying securities, you ask for an offer.)

OPEN MARKET OPERATIONS: Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool.

OPTIONS: The buyer of a call option has the right to buy the underlying security at fixed price. The option seller is obligated to sell the security if the buyer chooses to exercise the option.

PORTFOLIO: Collection of securities held by an investor.

PRIMARY DEALER: A group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC)-registered securities broker-dealer, banks and a few unregulated firms.

PRUDENT PERSON RULE: An investment standard. In California the law requires that a fiduciary, such as a trustee, may invest money only in a list of securities approved by the State, the authorized investments. The trustee may invest in a security if it is one, which would be bought by a prudent person of discretion and intelligence who is seeking a reasonable income and preservation of capital.

QUALIFIED PUBLIC DEPOSITORIES: A financial institution which does not claim exemption from the payment of any sales or compensating use or ad valorem taxes under the laws of this state, which has segregated for the benefit of the commission eligible collateral having a value of not less than its maximum liability and which has been approved by the Public Deposit Protection Commission to hold public deposits.

RATE OF RETURN: The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

REINVESTMENT RISK: The risk that a fixed-income investor will be unable to reinvest income proceeds from a security holding at the same rate of return currently generated by that holding.

REPURCHASE AGREEMENT (RP or REPO): A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate him for this. Dealers use RP extensively to finance their positions. Exception: When the Fed is said to be doing RP, it is lending money, this is increasing bank reserves.

REVERSE REPURCHASE AGREEMENT: A dealer of securities buys securities from an investor with an agreement to sell them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" or "investor" money for the period of the agreement, and the terms of the agreement are structured to compensate the dealer for this. Investors use reverse-repos to meet temporary cash shortages without liquidating the investments.

SAFEKEEPING: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

SECONDARY MARKET: A market made for the purchase and sale of outstanding issues following the initial distribution.

SECURITY: Any investment instrument authorized for purchase under Government Code 53601 or 53635.

SECURITIES AND EXCHANGE COMMISSION (SEC): Agency created by Congress to protect investor in securities transactions by administering securities legislation.

SECURITIES LENDING AGREEMENT: An agreement under which a local agency agrees to transfer securities to a borrower who, in turn, agrees to provide collateral to the local agency. During the term of the agreement, both the securities and the collateral are held by a third party. At the conclusion of the agreement, the securities are transferred back to the local agency in return for the collateral.

SUPRANATIONALS: An international organization, or union, whereby member states transcend national boundaries or interests to share in the decision-making and vote on issues pertaining to the wider grouping.

SURPLUS FUNDS: All moneys are not required to meet the banks demands on the treasury to redeem check warrants on any given day are considered "surplus funds" for investments.

TREASURY BILLS: A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

TREASURY NOTES: A interest bearing security issued by the U.S. Treasury to finance the Federal debt with a maturity range of from zero to ten years.

TREASURY BOND: Long-term U.S. Treasury securities having initial maturities between ten to thirty years.

TRI-PARTY CUSTODIAL AGREEMENT: A third party custodian bank agrees to safekeep the repo collateral in a segregated custody account for the client. The custodian bank independently prices the collateral and ensures that the collateral is properly securitized.

UNIFORM NET CAPITAL RULE (SEC RULE 15C3-1): Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one-reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

YIELD: The rate of annual income return on an investment expressed as a percentage. (a) **INCOME YIELD** is obtained by dividing the current dollar income by the current market price for the security. (b) **NET YIELD** or **YIELD TO MATURITY** is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period of the date of purchase to the date of maturity of the bond.

YIELD-TO-CALL (YTC): The rate of return an investor earns from a bond assuming the bond is redeemed (called) prior to its nominal maturity date.

YIELD CURVE: A graphic representation that depicts the relationship at a given point in time between yields and maturity for bonds that are identical in every way except maturity. A normal yield curve may be alternatively referred to as a positive yield curve.

YIELD-TO-MATURITY: The rate of return yielded by a debt security held to maturity when both interest payments and the investor's potential capital gain or loss are included in the calculation of return.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 01/15/2021

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 01/27/2021

ITEM:***PUBLIC HEARING***

Consider adoption of Resolution #20-21, 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. Additionally, this agreement will add ionizers to all the of the HVAC units allowing for increased filtration utilizing less electricity.

FISCAL IMPACT:

The contract value of \$2,473,151 for the solar portion will be repaid through a zero percent loan with the California Energy Commission (CEC) and an estimated additional \$425,610 for ionizers being paid with COVID related funding. The CEC loan installments related to the solar will be based on the annual first year energy savings for twenty years.

RECOMMENDATIONS:

Adopt Resolution #20-21, 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.

RESOLUTION No. 20-21
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

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.

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 27th day of January, 2021.

Secretary to the Governing Board



HANFORD ELEMENTARY SCHOOL DISTRICT PHASE IV ENERGY PROGRAM - CEC 0% LOAN

1. Shade Structure Solar Generation for MLK Middle, Monroe Elementary, and Simas Elementary Schools
2. Ongoing Operations and Maintenance Agreement including 90% Power Production Guarantee
3. Bi-Polar Ionization Engineered Infection Protection Technology for Air Sanitation of District-Wide HVAC Systems

Year	District Construction Cost (4)	Solar O&M (3)	CEC 0% Loan (2)	ESSER Grant (5)	Project Utility Savings (1) (6)	Annual Savings	Cumulative Savings
Construction	\$ 425,610	\$ -	\$ -	\$ 425,610	\$ -	\$ -	\$ -
Yr 1	\$ -	\$ 11,464	\$ -	\$ -	\$ 139,575	\$ 128,111	\$ 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	\$ 425,610	\$ 545,405	\$ 2,600,000	\$ 425,610	\$ 6,972,655	\$ 3,827,250	\$ 3,827,250

NOTES

- (1) Escalation included at 4% annually & reflects 0.7% panel degradation 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. GPS Construction = \$400,000 as capital project. DSA Application & Inspector Fees TBD.
- (5) Federal Elementary and Secondary School Emergency Relief Fund (ESSER) Grant.
- (6) Over \$100,000 in future annual energy costs (not shown) avoided by installing ionization versus MERV-13 filtration & 24/7 fan operation

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)

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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. DEFINITIONS.

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 Exhibit A; (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 Exhibit B, which must be completed by Contractor prior to commencement of the work on the Systems:

- 2.1. Fingerprinting/Criminal Background Investigation Certification (Exhibit B-1)
- 2.2. Drug-Free Workplace / Tobacco-Free Environment Certification (Exhibit B-2)
- 2.3. Asbestos & Other Hazardous Materials Certification (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) Contract Price. 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 Exhibit C:
 - (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. Prevailing Wage.

- (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) Certified Payroll Records. 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) Site Access. Contractor shall provide site access to Department of Industrial Relations personnel upon request.
- (e) Prevailing Wage Notice. 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. Insurance.

- (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. Hazardous Materials.

- (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 pre-existing 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 pre-existing 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. Suspension of the Work.

- (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. Taxes.

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. Liens.

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. Contract Price.

- (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 Exhibit C 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 Section 3.10; 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 non-critical 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 Section 5.1(c) shall be resolved in accordance with Section 8.5(b).

5.2. Final Completion.

- (a) Final Completion of the System shall be deemed to have occurred only if:
- (i) all punchlist items contemplated in Section 5.1(c)(iii) 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 Section 5.2(a) shall be resolved in accordance with Section 8.5(b).

5.3. Inspection.

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. Representations and Warranties of District. 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. Termination by District:

- (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. Termination by Contractor.

- (a) Without limiting the provisions of Section 8.5, 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

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. Indemnity.

- (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.
- (c) Each Party shall indemnify, defend and hold the other Party, and its present and future governing 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 "Indemnified Party") that gives rise to a potential indemnity claim under this Section 7.3, then the Indemnified Party shall give written notice of said claim to the other Party (the "Indemnifying Party"). 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.

- (a) No Consequential Damages. IN NO CIRCUMSTANCES SHALL THE CONTRACTOR OR 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) Maximum Liability. 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. Representatives.

- (a) District Representative. 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 Section 8.6 hereof, change the designated District Representative.
- (b) Contractor Representative. 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) Power of Representatives. 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) Notices to Representative. Notwithstanding Sections 8.1(a) and 8.1(b), all amendments, Change Orders, notices and other communications between Contractor and District contemplated herein shall be delivered in writing and otherwise in accordance with Section 8.6.

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. Governing Law.

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 Section 8.5, 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. Dispute Resolution.

- (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) Technical Dispute. 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.
- (c) 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) Attorneys' Fees. 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. Time of Essence.

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. Announcements and Publications.

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. Assignment.

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 or 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

Famand, Inc.,
a California corporation, (dba) SitelogIQ

By: _____
Name: Kecia Davison
Title: Vice President
Contractor'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.

“Authority Having Jurisdiction (AHJ)” 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 Section 2.4 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.

“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”.

“Disclosing Party” shall have the meaning set forth in Section 7.7.

“Dispute” shall have the meaning set forth in Section 7.5(a).

“District” shall have the meaning set forth in the Preamble to this Agreement.

“District Permits” means those permits identified as the responsibility of District in Exhibit C.

“District’s Representative” shall mean the individual designated by District in accordance with Section 7.1(a).

“Dollar” and “\$” 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 foregoing, “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
- (l) 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.

"Final Completion" 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 Section 4.2.

"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.

“Technical Dispute” shall have the meaning set forth in Section 7.5(b).

“Third Party” shall have the meaning of any persons or entity not affiliated with Contractor or District.

“Unanticipated Condition” shall have the meaning set forth in Section 2.4.

“Work” shall mean all obligations, duties, and responsibilities assigned to or undertaken by Contractor and described in Exhibit C with respect to the System.

“Price” shall mean the amount for performing the Work that is payable to Contractor as set forth in Section 3.2, as the same may be modified from time to time in accordance with the terms hereof, and as described in Exhibit C.

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 contact 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: _____

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

Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990, requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred. The _____ is not a "state agency" as defined in the applicable section(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 provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. Contractor shall 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.

I understand that if the _____ determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

In addition, and pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and _____ Board Policies, all _____ sites, including the Sites, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in _____ property. _____ property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on _____ property. I acknowledge that I am aware of the _____'s policy regarding tobacco-free environments and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Sites.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

EXHIBIT C

Photovoltaic Renewable Energy System Installation

PROJECT SCOPE OF WORK INDEX

<u>Section 1</u>	Basis of Energy Engineering
<u>Section 2</u>	Solar Plant Scope of Work
<u>Section 3</u>	Proposed Project Installation Timeline & Coordination
<u>Section 4</u>	Work Milestones
<u>Section 5</u>	Fixed Price Amount
<u>Section 6</u>	Progress Payment Schedule
<u>Section 7</u>	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:

- Fire Marshall
- General Construction and Building Permits

Customer Permits include:

- CEQA (Categorical Exemption certified by the Customer is assumed for this project)
- 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,
- (l) 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:
 - Irradiance in the plane of the array (average module tilt angle and orientation of the System) of 1,000 W/m².
 - 25°C module cell operating temperature as measured at the back surface or cell of the module.
 - 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 as-built 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.
 - l. 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.
- l. 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. **Required Coverages.** 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. **Commercial General Liability.** 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. **Commercial Automobile Liability, Any Auto.** 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. **Policy Endorsements.** 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. **Certificates.** 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. Required Coverage. 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. Commercial General Liability. 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. Commercial Automobile Liability, Any Auto. 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. Policy Endorsements. 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. Certificates. 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, _____ (“the District”), having its office at _____, having entered into the Facility Solutions Agreement (“Agreement”) dated _____, 2020, with _____ (“_____”), does hereby certify as follows:

1. I am authorized to issue this [Substantial][Final] Completion Certificate on behalf of the District.
2. As of the date hereof, all the requirements for achievement of [Substantial][Final] Completion pursuant to the Agreement have been met.

ACCEPTANCE

Contractor:

By:_____

Name:_____

Title:_____

District:

_____ SCHOOL DISTRICT

By:_____

Name:_____

Title:_____

Amendment No. 1 Hanford Elementary School District

Agreement: FACILITY SOLUTIONS AGREEMENT

Original Agreement Effective Date: November 18th, 2020

Amendment No.: 01

This Amendment, made by and between Famand, Inc (dba SiteLogIQ), hereinafter designated as "SiteLogIQ", and the Hanford Elementary School District hereinafter designated as "Customer", mutually agree to the following changes in the above contract between the parties; hereinafter called the "Original Agreement":

Item #1: **Bipolar Ionization Installations for HVAC Systems District - Wide**

The above scope is presented as an Amended Exhibit C of the contract on the following pages:

Exhibit C Additional Investment Amendment No.: 01

\$ 425,610

Sincerely,

Customer Approval:



Christopher Bristow, P.E., CEM

Signature: _____

Name: _____

Title: _____

Date: _____

AMENDED EXHIBIT C

2.1 HVAC Engineered Infection Protection Scope of Work

2.1a Engineered Infection Protection Scope of Work

To improve indoor air quality, (396) existing HVAC systems throughout the District will be equipped with (396) needle point bi-polar ionization devices manufactured by Global Plasma Solutions (GPS). The GPS devices create negative and positive IONS which are nature's cleaning agent. GPS devices will help in reducing airborne particles (dust, smoke and pollen) via agglomeration, odor reduction (VOC's) and pathogen reduction (bacteria, viruses, mold spores). GPS devices have been tested to be effective in inhibiting and eradicating SARS-CoV-2 strain of Coronavirus commonly known as COVID-19. GPS devices do not take the place of CDC guidelines for preventing the contraction or spread of COVID-19. The self-cleaning GPS-FC48-AC creates > 400 million ION/SEC/CC and the AC GPS-iMOD creates > 140 million ION/CC/SEC/INCH of bar.

All installations will occur after normally scheduled instructional hours.

The quantities and locations of new GPS devices are based on a 2016 HVAC audit of all sites plus original project plans for Martin Luther King and Washington School Central Plant Equipment. Quantities for Roosevelt and Monroe are based on the MPR/Cafeteria modification to the main systems. Should a change in quantities be found during the project, a fair and equitable solution will be developed to ensure all HVAC systems are addressed.

District Office		
Proposed GPS Equipment		
Area	Qty	Model
Board	2	GPS-FC48-AC
Con. A	1	GPS-FC48-AC
A.S.A.	1	GPS-FC48-AC
HR 1	2	GPS-FC48-AC
P. Development	1	GPS-FC48-AC

Sup.	1	GPS-FC48-AC
Office	2	GPS-FC48-AC
P.E.O.	1	GPS-FC48-AC
S.S.	1	GPS-FC48-AC
P.O.	1	GPS-FC48-AC
HESD	1	GPS-FC48-AC
FFSO	2	GPS-FC48-AC

Hamilton Elementary		
Proposed GPS Equipment		
Area	Qty	Model
Cafeteria	4	GPS-FC48-AC
Admin	5	GPS-FC48-AC
Teacher	2	GPS-FC48-AC
Rooms 301-309	9	GPS-FC48-AC
Rooms 401-407	8	GPS-FC48-AC
Rooms 501-506	6	GPS-FC48-AC
Rooms 601-602	2	GPS-FC48-AC

Jefferson Academy		
Proposed GPS Equipment		
Area	Qty	Model
Admin	1	GPS-FC48-AC
Cafeteria	2	GPS-FC48-AC
Rooms 11-14	4	GPS-FC48-AC
Rooms 21-24	4	GPS-FC48-AC
Rooms 31-34	4	GPS-FC48-AC
Rooms 41-44	4	GPS-FC48-AC
Portables	2	GPS-FC48-AC
Rooms 51-54	4	GPS-FC48-AC

John F. Kennedy Junior High		
Proposed GPS Equipment		
Area	Qty	Model
Gym	1	GPS-iMOD
Stage	1	GPS-FC48-AC
Cafeteria	1	GPS-iMOD
Cafeteria	2	GPS-FC48-AC
Admin	5	GPS-FC48-AC
Rooms 401-412	12	GPS-FC48-AC

Rooms 501-509	9	GPS-FC48-AC
Rooms 601-604	4	GPS-FC48-AC
Room 605a, 605b	2	GPS-FC48-AC
Rooms 606-609	4	GPS-FC48-AC

Lincoln Elementary		
Proposed GPS Equipment		
Area	Qty	Model
Admin.	1	GPS-FC48-AC
Library	2	GPS-FC48-AC
Cafeteria	2	GPS-FC48-AC
WR 1,2	2	GPS-FC48-AC
Room 1	1	GPS-FC48-AC
Rooms 11-14	4	GPS-FC48-AC
Rooms 21-24	4	GPS-FC48-AC
Rooms 31-34	4	GPS-FC48-AC
Rooms 41-53	13	GPS-FC48-AC

Martin Luther King Jr. Elementary		
Proposed GPS Equipment		
Area	Qty	Model
Admin	4	GPS-FC48-AC
Library	2	GPS-FC48-AC
Cafeteria	2	GPS-FC48-AC
Cafeteria	2	GPS-iMOD
Rooms 601-608	8	GPS-FC48-AC
Building C	6	GPS-FC48-AC
Building D	5	GPS-FC48-AC
Building E	5	GPS-FC48-AC
Building F	2	GPS-FC48-AC
Building G	2	GPS-FC48-AC
Building H	2	GPS-FC48-AC

Monroe Elementary		
Proposed GPS Equipment		
Area	Qty	Model
Admin	1	GPS-FC48-AC
MPR	3	GPS-FC48-AC
Rooms 11-12	2	GPS-FC48-AC
Rooms 21-25	5	GPS-FC48-AC

Rooms 31-35	5	GPS-FC48-AC
Rooms 41-45	5	GPS-FC48-AC
Rooms 51-55	5	GPS-FC48-AC
Rooms 61-64	4	GPS-FC48-AC
Rooms 71-1, 71-2	2	GPS-FC48-AC
Rooms 72-1, 72-2	2	GPS-FC48-AC
Rooms 73-75	3	GPS-FC48-AC

Lee Richmond Elementary		
Proposed GPS Equipment		
Area	Qty	Model
Admin	1	GPS-FC48-AC
Staff	1	GPS-FC48-AC
Library	2	GPS-FC48-AC
Cafeteria	2	GPS-FC48-AC
WR	1	GPS-FC48-AC
Rooms 11-15	5	GPS-FC48-AC
Rooms 21-25, 26a, 26b, 27	8	GPS-FC48-AC
Rooms 31-34	4	GPS-FC48-AC
Rooms 41-44	4	GPS-FC48-AC
Rooms 51-55	5	GPS-FC48-AC

Roosevelt Elementary		
Proposed GPS Equipment		
Area	Qty	Model
Admin	1	GPS-FC48-AC
Library	2	GPS-FC48-AC
KCOE	2	GPS-FC48-AC
Cafeteria	3	GPS-FC48-AC
Old Office	1	GPS-FC48-AC
Rooms 1-3, 5	4	GPS-FC48-AC
Rooms 11-12	2	GPS-FC48-AC
Rooms 21-24	4	GPS-FC48-AC
Rooms 31-33	3	GPS-FC48-AC
Room 34	2	GPS-FC48-AC
Rooms 41-44	4	GPS-FC48-AC
Rooms 51-54	4	GPS-FC48-AC
Rooms 61-62	2	GPS-FC48-AC

Joseph M. Simas		
Proposed GPS Equipment		
Area	Qty	Model
Admin	4	GPS-FC48-AC
Library	2	GPS-FC48-AC

PDC	1	GPS-FC48-AC
Rooms 1-2	2	GPS-FC48-AC
Rooms 301-307	7	GPS-FC48-AC
Rooms 401-408	8	GPS-FC48-AC
Rooms 501-508	8	GPS-FC48-AC

George Washington Elementary		
Proposed GPS Equipment		
Area	Qty	Model
Admin	3	GPS-FC48-AC
Cafeteria	2	GPS-FC48-AC
Rooms 601-603	3	GPS-FC48-AC
Rooms 701-705	4	GPS-FC48-AC
Building C/3	5	GPS-FC48-AC
Building C/4	5	GPS-FC48-AC
Building C/5	5	GPS-FC48-AC
Building K/2	5	GPS-FC48-AC

Woodrow Wilson Junior High		
Proposed GPS Equipment		
Area	Qty	Model
Admin	1	GPS-FC48-AC

Library	1	GPS-FC48-AC
Cafeteria	3	GPS-FC48-AC
Kit.	2	GPS-FC48-AC
Storage	2	GPS-FC48-AC
Rooms 101-108	8	GPS-FC48-AC
Rooms 203-209	7	GPS-FC48-AC
Rooms 301-302	2	GPS-FC48-AC
Rooms 405-406	2	GPS-FC48-AC
Rooms 401-404	4	GPS-FC48-AC
Rooms 501-502	2	GPS-FC48-AC
Rooms 503-1, 503-2	2	GPS-FC48-AC
Rooms 601-602	2	GPS-FC48-AC

2.1b Engineered Infection Protection Scope of Work Exclusions

The above Scope of Work excludes the following:

- All other sites and HVAC systems not listed in the Scope of Work above.
- 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 HVAC systems and defects which require repairs/replacements as a result of pre-existing conditions; duct leakage testing or repairs.
- Design Engineering, Acoustical Engineering, noise reduction provisions, mechanical permits.
- Fire sprinklers, Fire override control, Smoke Detector monitoring or fire life safety controls.
- New concrete, sheet rock, wood and tile cutting & patching, any sheet rock & concrete work; framing; carpentry; roofing; painting; floors or ceilings, soffits or shafts for ductwork, piping, HVAC units and appliances; roof screens.

- Installation on Ductless systems, make up air systems, and unit heaters. Unless mentioned above.
- Any and all hazardous materials work, i.e. asbestos, lead etc.
- Overtime Labor. Any request by Customer to change working times may result in a change order for added overtime rates.
- 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.).
- Ion concentration sensors, on-going monitoring & testing to confirm effectiveness of the proposed technology on pathogen mitigation and removal.
- Permit fees, fully engineered plans, reviews and approvals.
- Any and all items not specified in this Scope.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 01/15/2021

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 01/27/2021

ITEM:

Consider declaring item(s) surplus.

PURPOSE:

In accordance with the Electric Bus Replacement Grant, the following school buses need to be declared surplus:

ASSET #	SERIAL #	MODEL #
13977423	1BABMB7A6LF035886	1990 BLUE BIRD SCHOOL BUS LICENSE #354128
13977424	1BABMB7AXLF036488	1990 BLUE BIRD SCHOOL BUS LICENSE #354127
13977425	1BABMB7A8LF036490	1990 BLUE BIRD SCHOOL BUS LICENSE #354126
13977426	1BABMBGAXLF036443	1990 BLUE BIRD SCHOOL BUS LICENSE #338604
13909407	1HVBBZVM3LH2289996	1990 INTERNATIONAL WHEELCHAIR SCHOOL BUS LIC. # 263547

FISCAL IMPACT:

There will be scrap value of approximately \$1,000.

RECOMMENDATIONS:

Declare the item(s) surplus and allow the Director of Facilities to dispose of the equipment.