

Hanford Elementary School District

REGULAR BOARD MEETING AGENDA

Wednesday, March 8, 2023

HESD District Office Board Room

714 N. White Street, Hanford, CA

OPEN SESSION

5:30 p.m.

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

CLOSED SESSION

- **Student Discipline** *(Education Code Section 48918... requires closed sessions in order to prevent the disclosure of confidential student record information)*

Administrative Panel Recommendations

Case# 23-19 Kennedy

Case# 23-20 Kennedy

Case# 23-21 Kennedy

- **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 Discipline/Dismissal/Release (GC 54957)

OPEN SESSION

5:50 P.M.

Take action on closed session items

5:30 P.M. PUBLIC HEARING: Facility Solutions Agreement with Sitellogiq (Endo)

1. PRESENTATIONS, REPORTS AND COMMUNICATIONS

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

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

- *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.*

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 February 17, 2023; February 22, 2023 and February 24, 2023.
- b) Approve minutes of the Regular Board Meeting held on February 22, 2023.
- c) Approve interdistrict transfers as recommended.
- d) Approve donation of \$6,700.00 from Simas Parent Teacher Club.

3. INFORMATION ITEMS

- a) Receive for information the HESD Parent Survey (Heugly)

4. BOARD POLICIES AND ADMINISTRATION

- a) Consider approval of change order 7 for the Roosevelt Phase 1 Modernization Project (Potter)
- b) Consider approval of change order 2 for the Richmond Phase 2 Modernization Project (Potter)
- c) Consider approval of change order 2 for the Roosevelt Phase 2 Modernization Project (Potter)
- d) Consider awarding contract to Mangini and Associates for master planning services at Monroe Elementary (Potter)
- e) Consider declaring surplus items (Potter)
- f) Consider approval of the following revised Board Policy and Administrative Regulation: (McConnell)
 - 0430 – Comprehensive Local Plan for Special Education
- g) Consider approval of the following revised Administrative Regulation: (McConnell)
 - 5141.3 – Health Examinations
- h) Consider approval of the following deleted Board Policy: (McConnell)
 - 5141.32 – Health Screening for School Entry
- i) Consider approval of the following revised Board Policy and Administrative Regulation (McConnell)
 - 5148.2 – Before/After School Programs
- j) Consider approval of the following revised Administrative Regulation: (McConnell)
 - 6164.4 – Identification and Evaluation of Individuals for Special Education

5. PERSONNEL (Martinez)

- a) Employment

Classified

- Macy Martinez, READY Program Tutor – 4.5 hrs., Jefferson, effective 2/23/23
- Dolores Zavala, Food Service Worker I – 3.0 hrs., Jefferson, effective 2/27/23

Certificated

- Marissa Perales, School Counselor, Washington, Temporary, effective 3/13/23

Classified Temps/Subs

- Cambria Pedro, Athletic Coach, effective 2/27/23

Administrative Transfer

- Linda Thomas, from Special Circumstances Aide – 5.75 hrs., Monroe, to Special Circumstances Aide – 5.75 hrs., Lincoln, effective 2/28/23

Short Term Classified

- Alma Campos Medina, Short-Term Yard Supervisor – 3.5 hrs., Lincoln, effective 2/27/23-4/28/23
- Maritza Chiang-Mesa, Short-Term Yard Supervisor – 3.5 hrs., King, effective 2/21/23-3/31/23
- Claudia Figueroa, Short-Term Yard Supervisor – 3.5 hrs., Kennedy, effective 2/27/23-4/28/23
- Mariah Henegar, Short-Term Yard Supervisor – 3.0 hrs., Simas, effective 2/27/23-4/28/23
- Melissa Luna, Short-Term Yard Supervisor – 3.0 hrs., Hamilton, effective 2/27/23-4/28/23
- Maria Palacios, Short-Term Yard Supervisor – 3.25 hrs., Wilson, effective 2/27/23-4/28/23
- Avelie Perez-Reyna, Short-Term Yard Supervisor – 1.75 hrs., Monroe, effective 2/27/23-4/28/23

Employment and Certification of Temporary Athletic Team Coaches pursuant to Title 5 CCR 5594

- Mariah Benitez, Girls 4-6th Track, Hamilton, effective 2/16/23-4/29/23
- Demerio Carre, Boys 4-6th Track, Washington, effective 2/27/23-4/29/23
- Carlos Castellanos, Girls 8th Softball, Wilson, effective 2/28/23-5/5/23
- Reunite Mims, Boys 4-6th Track, Hamilton, effective 2/16/23-4/29/23
- Cambria Pedro, Girls 8th Softball, Kennedy, effective 2/28/23-5/5/23
- Michael Quinones, Girls 4-6th Track, Washington, effective 2/27/23-4/29/23
- Alison Vidal, Girls 4-6th Track, Monroe, effective 2/14/23-4/29/23

b) Resignations

Classified

- Veronica Cerrillo, Substitute Clerk Typist II, Food Service Worker I/II and Yard Supervisor, effective 2/10/23
- Adam Medrano, Substitute Custodian I and Warehouse/Reprographics & Mail Technician, effective 2/8/23
- Danielle Solorio, Substitute Yard Supervisor, effective 11/4/22

Certificated

- Luke Gramza, Teacher, Washington, effective 6/2/23
- Esmeralda Jimenez Morales, Teacher, Jefferson, effective 6/2/23
- Gizel J. Ramos-Ramirez, Teacher, Jefferson, effective 6/2/23

c) Leave of Absence

- Jaqueline Huerta, Teacher on LOA , effective 2023-24 school year, child rearing
- Stephanie Parks, Teacher on LOA, effective 2023-24 school year, personal

d) Volunteers

<u>Name</u>	<u>School</u>
Jenyffer Fuentes	Hamilton
Kody Swaim	Hamilton
Sarah Waldrop	Hamilton
Ruth Garcia	Jefferson
Olivia Gonsalves	Jefferson
Jennifer Miranda	Jefferson

<u>Name</u>	<u>School</u>
Susie Rico-Vasquez	Jefferson
Jocelynn Amaral	Kennedy
Vernice Castrejon	Kennedy
Juliana Evans	Kennedy
Jose Garcia Jaramillo	Kennedy
Raymond Ruiz	Kennedy
Maria Ramirez	Kennedy
Genaro Arciga	King
Audrey Dragt	King
Rebecca Smith	Lincoln
Elena Naranjo	Monroe
Melanie Pimentel	Monroe
Skylar Deorta	Richmond
Alexis Flores	Richmond
Chanea Garcia	Richmond
Marisol Garza	Richmond
Monique Avalos	Roosevelt
Erin Donatelli	Simas

6. FINANCIAL (Endo)

- a) Consider adoption of Resolution #20-23: Facility Solutions Agreement with SitelogIQ for the purpose of construction, installation of energy efficiency measures on selected District sites.

ADJOURN MEETING

HANFORD ELEMENTARY SCHOOL DISTRICT
AGENDA REQUEST FORM

TO: Joy Gabler
FROM: Jay Strickland
DATE: February 27, 2023

For: ☒ Board Meeting
☐ Superintendent's Cabinet
☐ Information
☒ Action

Date you wish to have your item considered: March 8, 2023

ITEM: Administrative Panel Recommendations

PURPOSE:

Case# 23-19 – Wilson
Case# 23-20 – Kennedy
Case# 23-21 – Kennedy

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 March 8, 2023, at 5:30 p.m., for the purpose of taking public comments, 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: 02/21/23

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 02/27/2023

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 03/08/2023

ITEM:

Consider approval of warrants.

PURPOSE:

The administration is requesting the approval of the warrants as listed on the registers dated: 02/17/23, 02/22/23 and 02/24/23.

FISCAL IMPACT:

See attached.

RECOMMENDATIONS:

Approve the warrants.

Warrant Register For Warrants Dated 02/17/2023

Warrant Number	Vendor Number	Vendor Name	Amount
12707936	8078	LUIS AVINA – Reimburse-Mileage	\$159.30
12707937	7865	SCOTT BALDWIN – Reimburse-Materials/Supplies	\$200.00
12707938	3258	BANK OF AMERICA – Materials/Supplies, Travel/Conference, Other Services	\$4,187.37
12707939	113	BARNES AND NOBLE-5886056 – Books	\$123.47
12707940	7366	BRECK'S ELECTRIC MOTORS INC. – Materials/Supplies	\$1,260.98
12707941	179	BUDDY'S TROPHIES – Materials/Supplies	\$50.94
12707942	4223	BUTTERFLY & NATURE GIFT STORE INC – Materials/Supplies	\$36.40
12707943	6037	CA SCHOOL EMPLOYEE ASSN – CSEA – Travel/Conference	\$596.00
12707944	236	STATE OF CALIFORNIA – Other Services	\$1,003.00
12707945	8136	DULCE CAMPANA – Reimburse-Mileage	\$182.35
12707946	6954	MARINA CERVANTEZ – Reimburse-Materials/Supplies	\$159.77
12707947	4654	CLASSIC SOCCER – Materials/Supplies	\$418.28
12707948	4571	ERICA D'SOUZA – Reissue-Payroll Refund	\$67
12707949	415	DELRAY TIRE & RETREADING INC. – Services/Repair	\$778.52
12707950	5786	DOCUMENT TRACKING SERVICES – Other Services	\$451.72
12707951	6956	DT CUSTOMS – Services/Repair	\$600.00
12707952	1750	EMPIRE SUPPLY COMPANY INC. – Materials/Supplies	\$240.11
12707953	8032	ADELA ESPERICUETA – Reimburse-Mileage	\$165.06
12707954	8063	FIDELITY SECURITY LIFE INSURANCE CO. – Health/Welfare Benefits	\$11,145.31
12707955	2461	GAMETIME – Land Improvement	\$51,686.40
12707956	7837	GUS GARCIA – Reissue-Payroll Refund	\$36
12707957	1393	GAS COMPANY – Utilities	\$33,407.65
12707958	4135	CHRISTINA GONZALES – Reissue-Payroll Refund	\$18.19
12707959	604	GRAINGER – Materials/Supplies	\$149.51
12707960	8137	YSELA GUZMAN – Reimburse-Mileage	\$180.78
12707961	632	CITY OF HANFORD – Utilities	\$17,437.32
12707962	5946	THE HARTFORD – Health/Welfare Benefits	\$1,495.42
12707963	2121	GUADALUPE HERNANDEZ – Reimburse-Materials/Supplies	\$200.00
12707964	7841	JOSEPH HERNANDEZ – Reissue-Payroll Refund	\$89.10
12707965	2188	THE HOME DEPOT PRO – Warehouse Inventory	\$1,189.83
12707966	2715	INSTITUTE FOR ART-BASED – Other Services, Materials/Supplies	\$10,402.00
12707967	6573	IXL LEARNING – Other Services	\$1,650.00
12707968	764	RICHARD JOHNSTON – Reimburse-Materials/Supplies	\$50.30
12707969	1829	KENNEDY STUDENT BODY – Materials/Supplies	\$120.00
12707970	3494	KINGS COUNTY BOWL – Washington Field Trips	\$1,000.00
12707971	801	KINGS COUNTY MOBILE LOCKSMITH – Services/Repair	\$1,955.19
12707972	796	KINGS COUNTY OFFICE OF ED – Other Services	\$24,467.50
12707973	796	KINGS COUNTY OFFICE OF ED – Food Services-Other Services	\$98.25
12707974	3782	KINGS COUNTY SPORTS OFFICIALS – Other Services	\$4,015.00
12707975	808	KINGS WASTE & RECYCLING – Services	\$345.28
12707976	986	LAWNMOWER MAN – Materials/Supplies	\$32.17
12707977	7681	EUGENIO LOPEZ – Reimburse-Other Services	\$630.00
12707978	7781	LISA MARROQUIN – Reimburse-Materials/Supplies	\$160.51
12707979	6436	MATCO TOOLS – Materials/Supplies	\$202.70
12707980	7732	METLIFE SMALL MARKET – Health/Welfare Benefits	\$4,720.62
12707981	4188	CHAD NIELSEN – Reimburse-Mileage	\$36.70
12707982	4149	KELLIE NOJI – Reimburse-Materials/Supplies	\$78.86
12707983	8112	VERONICA OCHOA – Reimburse-Mileage	\$79.65

Warrant Register For Warrants

Dated 02/17/2023

Warrant Number	Vendor Number	Vendor Name	Amount
12707984	8113	ZELICIOUS PEREZ – Reimburse-Mileage	\$82.53
12707985	6910	PRISMATIC MAGIC – Other Services	\$1,198.00
12707986	8114	ADRIANA RAZO – Reimburse-Mileage	\$160.34
12707987	3851	PATRICIA RODRIGUEZ – Reimburse-Materials/Supplies	\$200.00
12707988	6450	MARIAH ROMERO – Reimburse-Materials/Supplies	\$195.80
12707989	6574	MARIBEL SANTIAGO – Reimburse-Materials/Supplies	\$124.80
12707990	1303	SAVE MART SUPERMARKETS – Food Services-Food	\$144.96
12707991	7905	LATARSHA SHEARS-EVANS – Reimburse-Mileage	\$122.62
12707992	3131	SHERWIN-WILLIAMS CO – Materials/Supplies	\$209.60
12707993	1356	SILVAS OIL COMPANY INC. – Materials/Supplies	\$322.02
12707994	1367	SISC III – Health/Welfare Benefits	\$657,162.25
12707995	1801	SMART & FINAL STORES (HFD KIT) – Food Services-Food	\$284.88
12707996	1392	SOUTHERN CALIFORNIA EDISON CO. – Utilities	\$17,225.70
12707997	773	SPORTS OFFICIATING SERVICE – Other Services	\$10,827.00
12707998	1403	STANISLAUS FOUNDATION – DENTAL – Health/Welfare Benefits	\$12,688.97
12707999	5758	LINA TUON – Reimburse-Materials/Supplies	\$200.00
12708000	1504	TURF STAR INC. – Materials/Supplies	\$298.80
12708001	3154	UPS – Postage	\$21.33
12708002	2653	VALLEY OXYGEN – Materials/Supplies	\$460.21
12708003	7106	VERBENA NURSERY – Materials/Supplies	\$10,171.60
12708004	8097	STEVE VILLARREAL – Reimburse-Mileage	\$191.26
12708005	7966	DANAE WILLIAMS-LOFTIS – Reimburse-Mileage	\$51.88
12708006	7475	AMANDA ZAYAS – Reimburse-Mileage	\$102.70

Total Amount of All Warrants:

\$890,105.79

Page 1 of 1

2/17/2023 7:20:26AM

Document Number	Vendor Number	Vendor Name	Amount
14035245	4795	BULLET IMPRESSIONS – Materials/Supplies	\$390.39
14035246	2694	CALCHAMBER – ORDERS – Materials/Supplies	\$527.84
14035247	5184	DRISKELL'S APPLIANCE – Materials/Supplies	\$3,107.00
14035248	509	EWING IRRIGATION PRODUCTS – Materials/Supplies	\$389.34
14035249	710	HORIZON SOFTWARE INTERNATIONAL – Food Services—Other Services	\$9,674.14
14035250	1802	MEDALLION SUPPLY – Materials/Supplies	\$275.45
14035251	1002	MORGAN & SLATES INC. – Materials/Supplies	\$3,176.72
Total Amount of All Credit Card Payments:			\$17,540.88

**Warrant Register For Warrants
Dated 02/22/2023**

Warrant Number	Vendor Number	Vendor Name	Amount
12708347	405	DASSEL'S PETROLEUM INC. – Materials/Supplies	\$11,009.75
12708348	977	ORAL MICHAM INC – Richmond Mod Ph II Project	\$73,042.14
Total Amount of All Warrants:			\$84,051.89

Warrant Register For Warrants Dated 02/24/2023

2/24/2023 7:17:14AM

Warrant Number	Vendor Number	Vendor Name	Amount
12708451	2	A-Z BUS SALES INC – Materials/Supplies	\$298.18
12708452	5849	ALAN LAIRD PLUMBING – Services/Repair	\$1,000.00
12708453	6431	AMAZON.COM – Materials/Supplies, Other Services	\$7,598.65
12708454	2352	AMS.NET – Other Services	\$16,169.15
12708455	59	ARAMARK UNIFORM & CAREER – Other Services	\$3,095.16
12708456	59	ARAMARK UNIFORM & CAREER – Food Services-Other Services	\$218.75
12708457	6253	AT&T – Telephone Communications	\$928.96
12708458	3947	ATKINSON ANDELSON LOYA RUUD & ROMO – Other Services	\$4,651.50
12708459	6628	AWESOME CHARTERS AND TOURS LLC – Other Services	\$4,212.00
12708460	7399	BIMBO BAKERIES USA – Food Services-Food	\$368.69
12708461	149	BLICK ART MATERIALS – Materials/Supplies	\$648.02
12708462	6658	BRICKS4KIDZ – Other Services	\$1,260.00
12708463	176	BSN SPORTS – Warehouse Inventory	\$1,062.95
12708464	257	MARGIE CAMPBELL – Refund-Payroll	\$192.44
12708465	355	CDT INC. – Other Services	\$132.00
12708466	6552	CHILDREN'S STORYBOOK GARDEN – Study Trips	\$5,775.00
12708467	7891	CINTAS CORPORATION NO. 2 – Materials/Supplies	\$223.67
12708468	331	CLASSIC CHARTER INC. – Other Services	\$5,686.00
12708469	7985	COAST TROPICAL – Food Services-Food	\$2,417.00
12708470	3089	COMMITTEE FOR CHILDREN – Materials/Supplies	\$529.82
12708471	3567	E.L. ACHIEVE – Travel/Conference	\$1,980.00
12708472	7427	EDUCATION.COM – Other Services	\$150.00
12708473	6215	EPIC SPORTS – Materials/Supplies	\$299.32
12708474	2459	FACSCO – Materials/Supplies	\$847.56
12708475	4092	FITNESS FINDERS INC – Materials/Supplies, Other Services	\$371.72
12708476	7836	FOLLETT CONTENT SOLUTIONS LLC – Books	\$14,322.17
12708477	4910	ANDREA GARCIA – Reimburse-Materials/Supplies	\$200.00
12708478	1393	GAS COMPANY – Utilities	\$5,742.51
12708479	591	GOLD STAR FOODS – Food Services-Food	\$10,949.11
12708480	604	GRAINGER – Materials/Supplies	\$12.49
12708481	5813	HANFORD FOX THEATER – Roosevelt Field Trip	\$1,400.00
12708482	2188	THE HOME DEPOT PRO – Materials/Supplies, Warehouse Inv, Services/Repair	\$1,149.68
12708483	5052	IMAGINE U CHILDRENS MUSEUM – Richmond Study Trip	\$300.00
12708484	7881	INNOVED – Roosevelt Study Trip	\$4,287.50
12708485	7898	LIVE THE LIFE YOU CREATE LLC – Other Services	\$935.00
12708486	5768	MCGEE PRODUCTIONS – Other Services	\$1,000.00
12708487	1017	MYTANA MFG. CO. – Materials/Supplies	\$1,403.48
12708488	8100	NAPA AUTO PARTS – Materials/Supplies	\$1,209.91
12708489	4256	MELISSA NELSON – Reimburse-Materials/Supplies	\$200.00
12708490	1058	ODP BUSINESS SOLUTIONS LLC – Materials/Supplies, Warehouse Inv	\$775.55
12708491	8036	JOSEPH PADILLA – Materials/Supplies	\$356.07
12708492	5934	PEARSON - CLINICAL ASSESSMENT – Materials/Supplies	\$263.75
12708493	1168	PRODUCERS DAIRY PRODUCTS – Food Services-Food	\$14,445.95
12708494	1190	QUINN POWER SYSTEMS – Materials/Supplies	\$248.30
12708495	7762	RAINBOW RESOURCE CENTER INC – Books	\$126.82
12708496	8124	RALLY FELT CO – Books	\$559.62
12708497	4827	RAYMOND GEDDES & CO. INC. – Materials/Supplies	\$2,137.23
12708498	7862	JAIMIE RICHMOND – Reimburse-Materials/Supplies	\$196.61

Warrant Register For Warrants Dated 02/24/2023

Warrant Number	Vendor Number	Vendor Name	Amount
12708499	1273	ROTO-ROOTER SEWER SERVICE – Services/Repair	\$19,260.00
12708500	7996	JONATHAN RUBALCABA – Food Services-Travel/Conference, Mileage	\$143.74
12708501	1303	SAVE MART SUPERMARKETS – Food Services-Food	\$362.38
12708502	1801	SMART & FINAL STORES (HFD KIT) – Food Services-Food	\$40.25
12708503	7842	TOMMY SMART – Reimburse-Materials/Supplies	\$200.00
12708504	8060	TRICIA STONE-SHUMAKER – Books	\$911.63
12708505	1444	SYSCO FOODSERVICES OF MODESTO – Food Services-Food	\$33,488.71
12708506	1521	UNITED REFRIGERATION INC. – Materials/Supplies	\$1,260.68
12708507	8139	DOLORES ZAVALA – Reimburse-Other Services	\$37.00
Total Amount of All Warrants:			\$188,042.68

Credit Card Register For Payments

Dated 02/24/2023

Document Number	Vendor Number	Vendor Name	Amount
14035293	176	BSN SPORTS – Materials/Supplies	\$7,157.30
14035294	5690	INDOFF INCORPORATED – Warehouse Inventory	\$1,922.51
14035295	806	KINGS COUNTY TROPHY – Materials/Supplies	\$478.61
14035296	827	LA TAPATIA TORTILLERIA INC. – Food Services-Food	\$891.00
14035297	831	LAKESHORE LEARNING MATERIALS – Materials/Supplies	\$13,136.89
14035298	854	LIBRARY STORE INC. – Materials/Supplies	\$448.62
14035299	5111	P & R PAPER SUPPLY COMPANY INC – Food Services-Materials/Supplies	\$7,338.30
14035300	1121	PERMA-BOUND – Books	\$7,592.70
14035301	1466	TERMINIX INTERNATIONAL – Food Services-Services	\$40.00
Total Amount of All Credit Card Payments:			\$39,005.93

Hanford Elementary School District
Minutes of the Regular Board Meeting
February 22, 2023

Minutes of the Regular Board Meeting of the Hanford Elementary School District Board of Trustees on February 22, 2023, at the District Office Board Room, 714 N. White Street, Hanford, CA.

Call to Order President Revious called the meeting to order at 5:30 p.m. Trustee 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, David Endo, Ramiro Flores, Amy Fochetti, Matthew Gamble, David Goldsmith, Robert Heugly, Karen McConnell, Jill Rubalcava, Cruz Sanchez-Leal and Jay Strickland.

CLOSED SESSION

Closed Session Trustees adjourned to closed session at 5:30 for the purpose of:

- Student Discipline pursuant to Education Code section 48918
- Personnel

Open Session Trustees returned to open session at 6:16 p.m.

Case #23-17 Trustee Hernandez moved to accept the Findings of Facts and expel Case #23-17 for the remainder of the 2022-2023 school year for violation of Education Code 48900 and/or 48915 as determined by the Administrative Panel at hearings held on February 21, 2023. Parents may apply for readmission on or after June 2, 2023. Trustee Strickland seconded; motion carried 4-0:

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

Case #23-16 & 23-18 Trustee Hernandez moved to accept the Findings of Facts and expel Case #23-16 and #23-18 for the remainder of the 2022-2023 school year and the first semester of the 2023-2024 school year for violation of Education Code 48900 and/or 48915 as determined by the Administrative Panel at hearings held on February 21, 2023. Parents may apply for readmission on or after June 2, 2023. If readmission is granted, student may return to regular school in probationary status on a Behavior Conditions Plan through December 15, 2023. Trustee Garcia seconded; motion carried 4-0:

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

Personnel No action was taken by the Board.

PRESENTATION, REPORTS AND COMMUNICATIONS

Public Comments None

Board and Staff Comments None

Requests to Address the Board None

Dates to Remember President Revious reviewed dates to remember: End of 2nd Trimester – March 3rd; Regular Board Meeting – March 8th.

CONSENT ITEMS

Trustee Garcia made a motion to take consent items "a" through "c" together. Trustee Strickland seconded; motion carried 4-0.

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

Trustee Garcia then made a motion to approve consent items "a" through "c". Trustee Strickland seconded; motion carried 4-0. Rollcall as follows:

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

The items approved are as follows:

- a) Warrant listings dated February 3, 2023 and February 10, 2023.
- b) Approve minutes of the Regular Board Meeting held on February 8, 2023.
- c) Donation of masks and gloves from Adventist Health.

INFORMATION ITEMS

- PAC - Meeting**
- a) Robert Heugly, Director of Program Development, Assessment & Accountability, presented for information the District Parent Advisory Committee for the meeting held on December 13, 2022. The PAC made the following recommendations:
 - That the Board approve BP6020 Parent Involvement; the Superintendent supports the recommendation.

- That the District covers the laptop/iPad insurance instead of the parents; the Superintendent indicated parents should have the option to secure insurance for school issued devices. In many cases, when families cannot afford to secure such coverage, the District covers the repairs unless there is a pattern of repeated damage.
- That the District continue to ensure that all students have the required instructional materials; the Superintendent supports the recommendation.
- That the District look at improving the JFK parking lot; the Superintendent will add the concern regarding the JFK parking lot along with entry/exit areas to the district list of facilities projects for consideration. Such an overhaul of the JFK parking area would cost a substantial amount of money for which the state does not provide support.
- That the District have teacher job fairs at the school sites and look to work with JTO for recruitment; the Superintendent supports on-site recruitment fairs which are already in place.
- That the District look to expand its summer and after-school; the Superintendent supports the expansion of our summer and after-school program.

b) Robert Heugly, Director of Program Development, Assessment & Accountability, presented for information the District English Learner Advisory Committee for the meeting held on December 15, 2022. The PAC made the following recommendations:

- That the Board approve the HESD Parent Involvement Policy BP/AR 6020.
- That the District continue to provide teacher training and support site administration to ensure students receive both designated and integrated ELD instruction.
- That the District continue to provide parents with engagement opportunities such as Kinder Counts/Kinder Cuenta, and First and Forward/Primero y Adelante parent academies.
- That the District continue to monitor the progress of English learners and provide interventions that support English learners to be reclassified to Fluent English Proficient within six years of enrollment.
- That the District continue to provide leadership support to school site teams to monitor progress and applicable reclassification criteria of English learners with an Individual Education Plan.

The Superintendent supports all recommendations.

**Monthly
Financials
7/1/22-
1/31/23**

a) David Endo, Chief Business Official, presented for information the monthly financial report from the period of 07/01/2022 – 01/31/2023. He stated everything is going according to plan.

BP/AR 0430

b) Karen McConnell, Assistant Superintendent of Special Services, presented for information the following revised Board Policy and Administrative Regulation:

- 0430 – Comprehensive Local Plan for Special Education

- AR 5141.3** c) Karen McConnell, Assistant Superintendent of Special Services, presented for information the following revised Administrative Regulation:
- 5141.3 – Health Examinations
- BP 5141.32** d) Karen McConnell, Assistant Superintendent of Special Services, presented for information the following deleted Board Policy:
- 5141.32 – Health Screening for School Entry
- BP/AR 5148.2** e) Karen McConnell, Assistant Superintendent of Special Services, presented for information the following revised Board Policy and Administrative Regulation:
- 5148.2 – Before/After School Programs
- AR 6164.4** f) Karen McConnell, Assistant Superintendent of Special Services, presented for information the following revised Administrative Regulation:
- 6164.4 – Identification and Evaluation of Individuals for Special Education

BOARD POLICIES AND ADMINISTRATION

- Resolution #19-23** g) Trustee Revious made a motion to adopt Resolution #19-23: Absent Board Member Compensation – Garcia. Trustee Hernandez seconded; motion carried 4-0:
- Garcia – Abstained
 - Garner – Absent
 - Hernandez – Yes
 - Revious – Yes
 - Strickland – Yes

PERSONNEL

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

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

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

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

The following items were approved:

Item “a” – Employment

Classified

- Martha Martinez, READY Program Tutor – 4.5 hrs., Jefferson, effective 2/8/23
- Viviana Solorio, READY Program Tutor – 4.5 hrs., Richmond, effective 2/2/23

**Item "b" –
Resignations**

Classified:

- Kylie Costello, READY Program Tutor – 4.5 hrs., Jefferson, effective 2/2/23

Certificated

- Victoria Ponessa, Teacher, Lincoln, effective 5/5/23

Retirement

- Don V. Gonzales, Maintenance Worker II – 8.0 hrs., District Office, effective 2/27/23

**Item "c" –
Volunteers**

<u>Name</u>	<u>School</u>
Cruz Sanchez Leal	Jefferson
Yvonne Hernandez	Jefferson
Brittney Leilani Melton	Monroe/Wilson
Latoya Love	Richmond
Sandra Estrada Espinoza	Washington
Madalynn Makekau	Washington
Shannon Shuklian	Simas
Norma Navarrete Navarro	King

FINANCIAL

**Building Fund –
Measure U**

- a) Trustee Garcia made a motion to approve the Building Fund (Measure U) Financial and Performance Audit Report that had zero findings. Trustee Strickland seconded; motion carried 4-0:
- Garcia – Yes
 - Garner – Absent
 - Hernandez – Yes
 - Revious – Yes
 - Strickland – Yes

**2nd Interim
Report**

David Endo, Chief Business Official, presented a PowerPoint on the 2022-2023 2nd Interim Report. He reviewed the budget reporting timeline and the Local Control Funding Formula with its two major components: average daily attendance (ADA) per grade level and average daily attendance for free and reduced students, foster student and English learner students. David then reviewed the districtwide enrollment showing not a lot of change and ADA tracking ADA chart showing a decrease in ADA, absent rates have increased. Trustee Revious asked why attendance has dropped. Jay Strickland stated we average 8,000 absences a month. He believes parents are still stuck on COVID times. Trustee Revious asked if we get paid for excused absences. Jay stated we don't get paid for excuses or unexcused absences. David continued to review the general fund budget comparison and the total general fund. He stated the District has \$40 million more than when he arrived at the District. \$21 million of it is a one-time COVID fund. A lot of it is being spent on support services. The legislature has released another proposed budget. How it works in schools is we operate on a budget from last year and that budget can change at the end of the year. We spend money, give raises and then the Statewide budget can change and go down which will impact us. We have funds that carry over. The total for general fund is \$26,270,594. Those funds will help us extend our programs. Other District's funds look very healthy. David

reviewed the multi-year projections assumptions highlighting ADA of 5175.38, 8.13% COLA in 2023-24, HVIP one time grant, ELOP one time grant, and COVI funding that ends in 2024-25. Some of these grants can extend positions a few more years and buys us time to make thoughtful decisions. David also reviewed the district wide projected LCFF funding showing funded ADA for 2023-24 at 5,494.66 and 5,308.61 for 2024-25. Lastly, he reviewed the multiyear projections and what to look forward to. He stated over all it is not a bad report just a lot of changes happening.

- b) Trustee Strickland made a motion to approve the 2nd Interim Report. Trustee Hernandez seconded; motion carried 4-0:

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

Resolution 18-23

- c) Trustee Strickland made a motion to adopt Resolution #18-23: Budget Revisions – 2nd Interim Report. Trustee Hernandez seconded; motion carried 4-0:

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

Adjournment

There being no further business, President Revious adjourned the meeting at 6:58 p.m.

Respectfully submitted,

Joy C. Gabler,
Secretary to the Board of Trustees

Approved:

Timothy Revious, President

Lupe Hernandez, Clerk

Joy C. Gabler,
Secretary to the Board of Trustees

Approved:

Timothy Revious, President

Lupe Hernandez, Clerk

No	Reason	A/D	Sch Req'd	Home Sch	Date
I-306	O	A	Richmond	Pioneer	2/27/2023
I-307	O	A	Richmond	Pioneer	2/27/2023
I-308	FLY	A	Jefferson	Armona	2/27/2023

HANFORD ELEMENTARY SCHOOL DISTRICT

Agenda Request Form

TO: Joy Gabler

FROM: Amy Fochetti

DATE: 02/24/2023

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

FOR: () Information
(X) Action

Date you wish to have your item considered: March 8, 2023

ITEM: Consider approval of donations from PTC Club to Simas General Fund :

PURPOSE: General Fund (Yearbooks, Awards, Sports Rewards, EOY 6th grade Reward, etc.) – 0100-1100-0-1110-1000-430000-027-0000

FISCAL IMPACT:

\$6700.00

RECOMMENDATION: Approve donation.

HANFORD ELEMENTARY SCHOOL DISTRICT
AGENDA REQUEST FORM

TO: Joy Gabler

FROM: Robert Heugly

DATE: February 27, 2023

For: ☒ Board Meeting
☐ Superintendent's Cabinet

For: ☒ Information
☐ Action

Date you wish to have your item considered: March 8, 2023

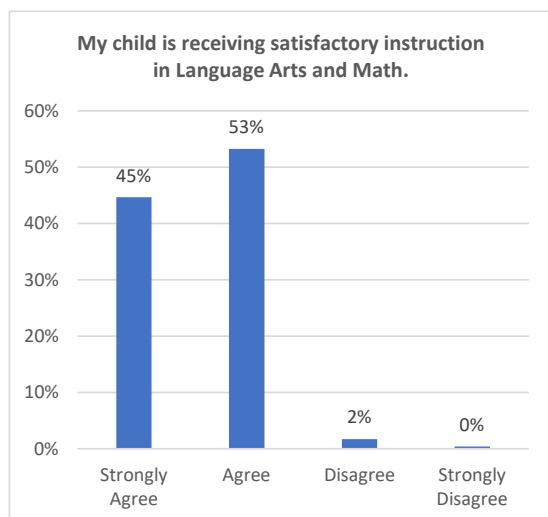
ITEM: Receive for information the HESD Parent Survey

PURPOSE: The HESD Parent Survey provides information that informs the development of the district's comprehensive plans. These plans include the Local Control Accountability Plan (LCAP), the LCAP Federal Addendum, and School Plans for Student Achievement. The HESD Parent Survey is one of a number of methods the district employs to provide our educational partners with opportunities to provide input into the district's programs and services for students. The HESD Parent Survey also provides information for the Local Indicators on the California School Dashboard.

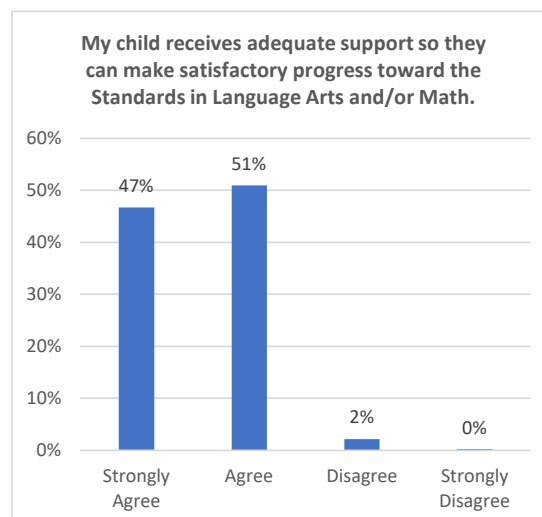
FISCAL IMPACT: None

RECOMMENDATIONS: Receive for Information the HESD Parent Survey

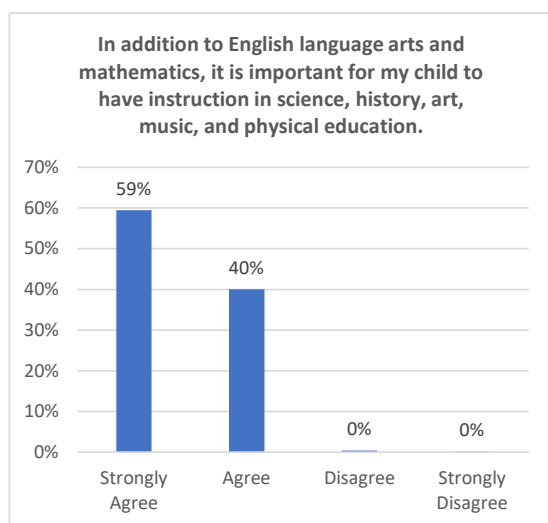
I



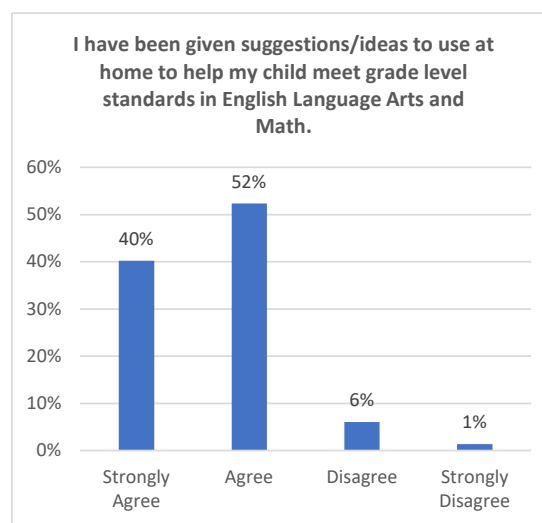
J



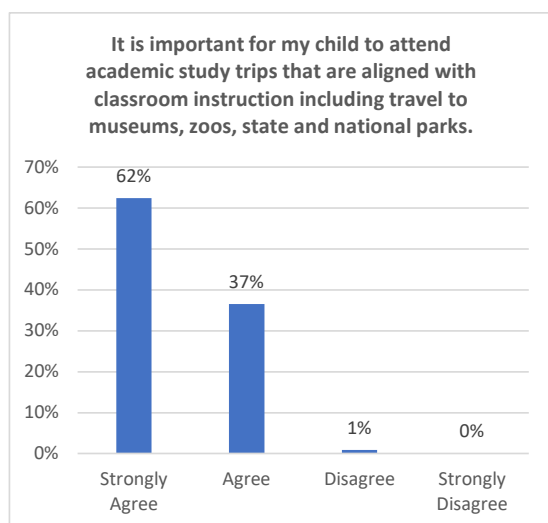
K



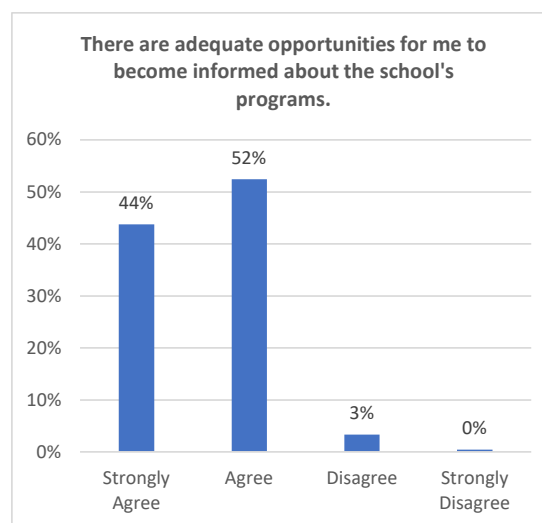
L



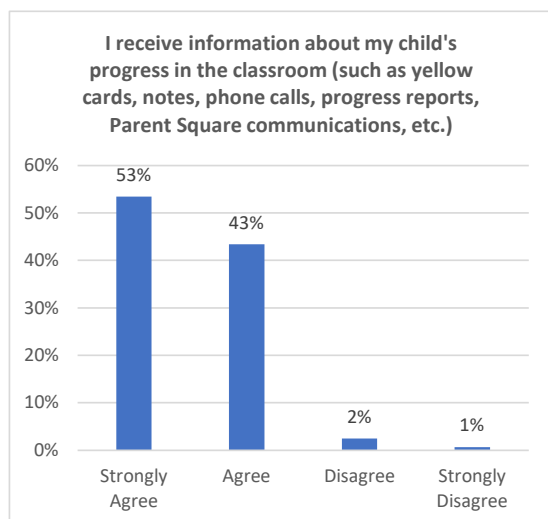
M



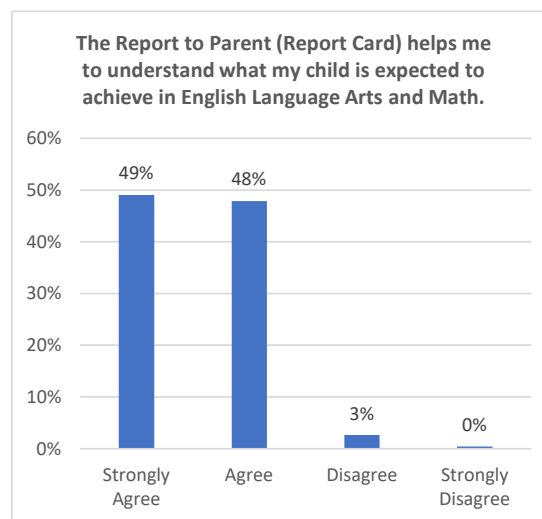
N



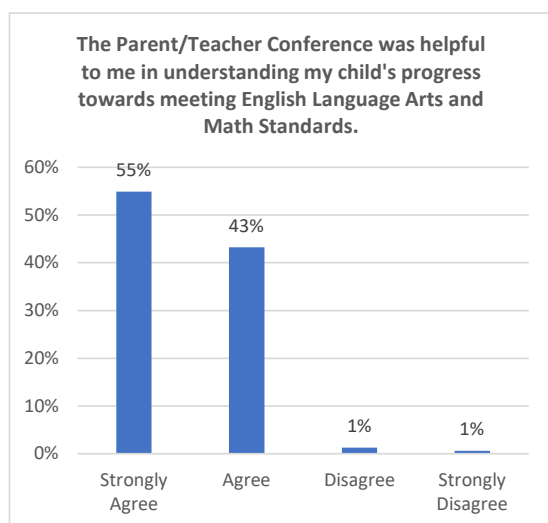
O



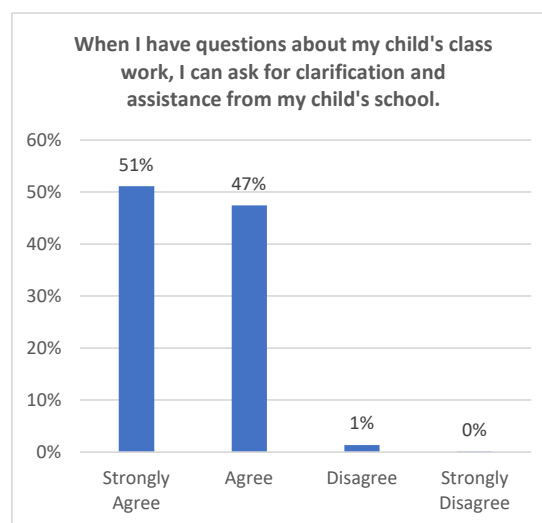
P



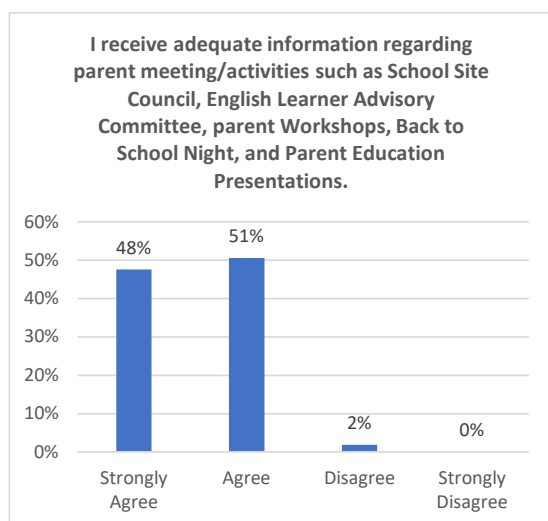
Q



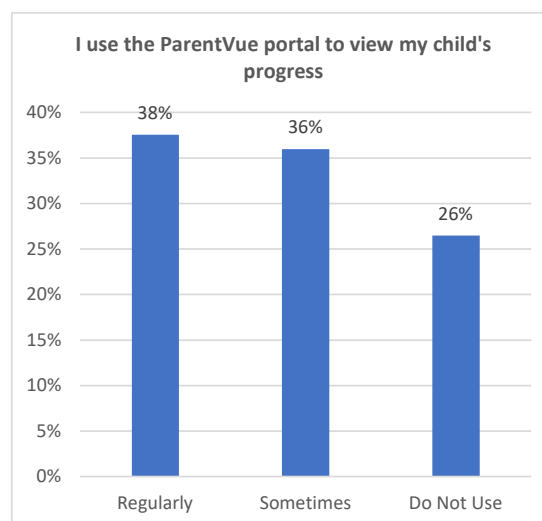
R



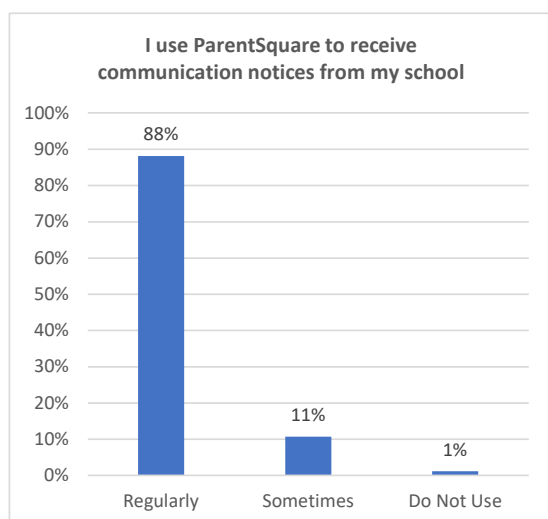
S



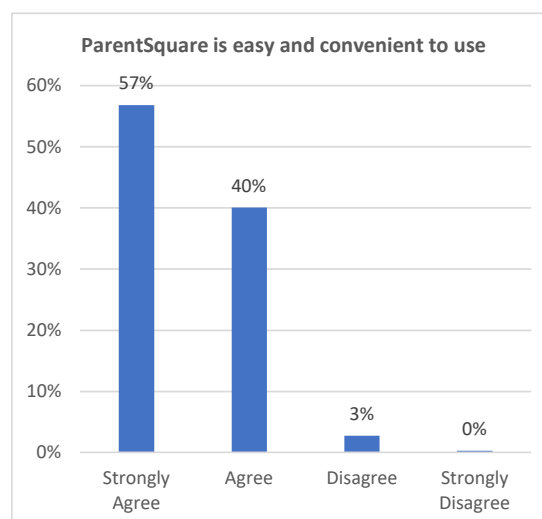
T



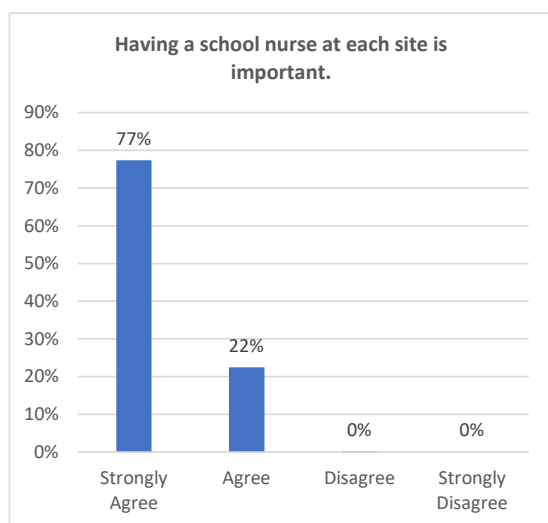
U



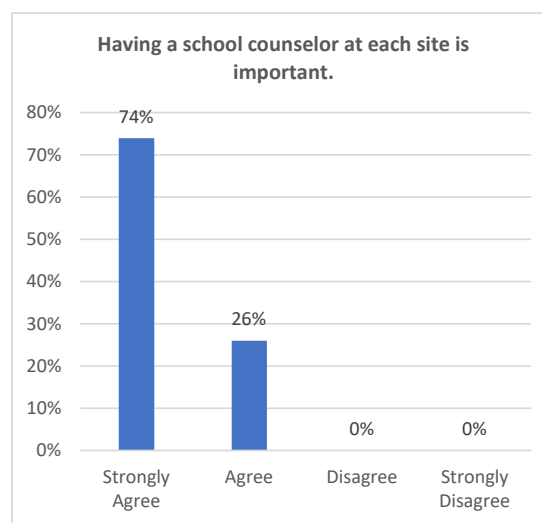
V



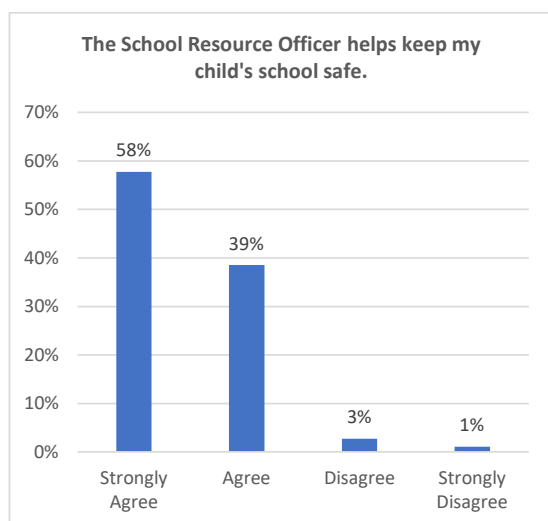
W



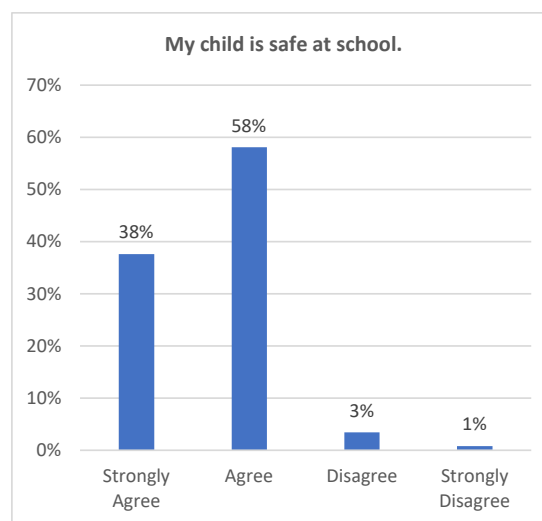
X



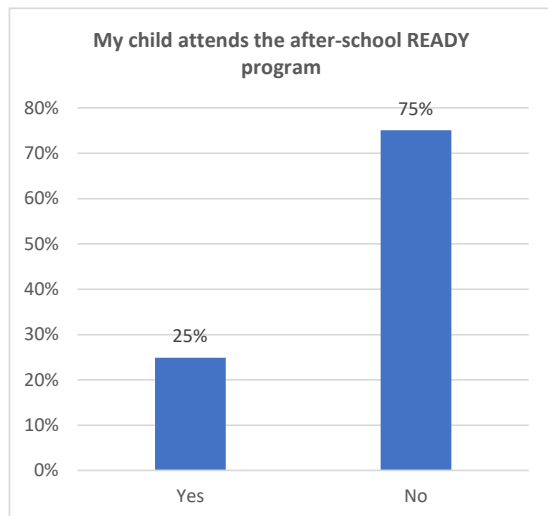
Y



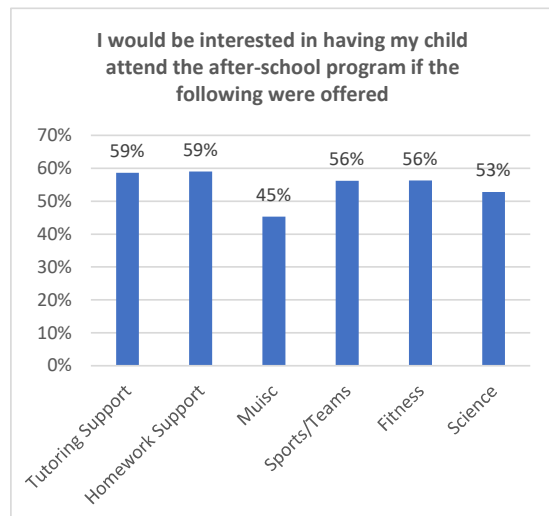
Z



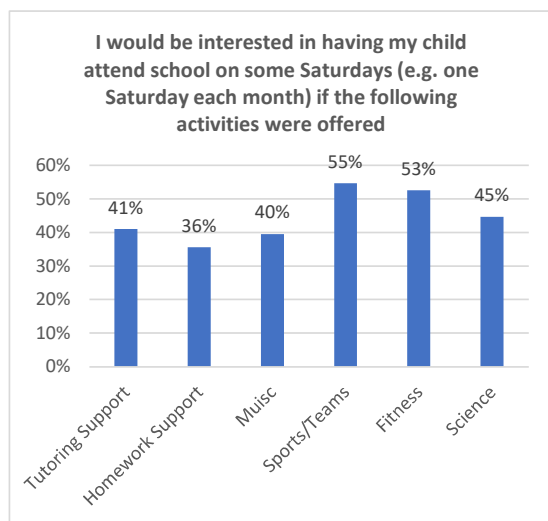
AA



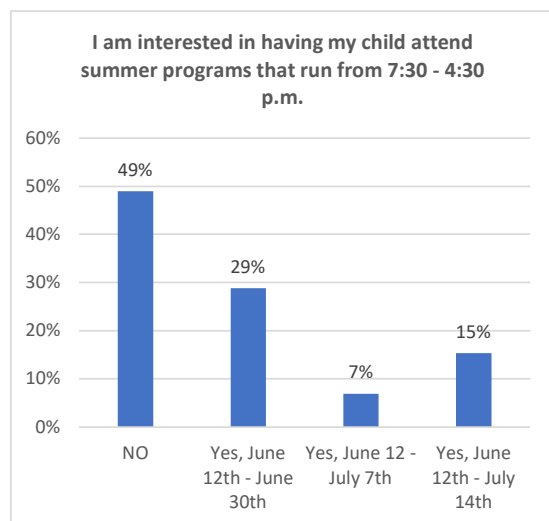
ACAH



AJAO



AP



HANFORD ELEMENTARY SCHOOL DISTRICT

Agenda Request Form

TO: Joy C. Gabler
FROM: Bill Potter
DATE: February 27, 2023
FOR: ☒ Board Meeting
☐ Superintendent's Cabinet
FOR: ☐ Information
☒ Action

Date you wish to have your item considered: March 8, 2023

ITEM:

Consider approval for Change Order 7 for the Roosevelt Phase 1 Modernization Project

PURPOSE:

Due to an unforeseen condition, a credit of an allowance, and omissions the scope of the project has changed.

FISCAL IMPACT:

\$7,990.00

RECOMMENDATION:

Approve change order 7

MANGINIARCHITECTURE
INGENUITY

McLAIN BARENG MORRELLI SCOTT

MANGINI ASSOCIATES INC.
4320 West Mineral King Avenue
Visalia, California 93291www.mangini.us
(559) 627-0530 Office
(559) 627-1926 Fax**CHANGE ORDER****NO. 07**TO: Ardent General, Inc.
2960 N. Burl
Fresno, CA 93727DATE: February 16, 2023
CHANGE ORDER NO.: Seven
PROJECT NO.: 1818PROJECT: Modernization of Roosevelt Elementary School
Hanford Elementary School District**THE CONTRACT IS CHANGED AS FOLLOWS:**

See attached Exhibit "A" for Description of Work.

TOTAL ADDS: \$7,990.73

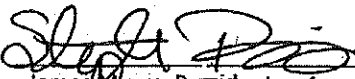
TOTAL THIS CHANGE ORDER: \$7,990.73

Attachments: None

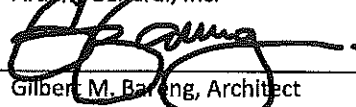
The Contractor agrees that this resolution constitutes a final accord and satisfaction of the Contractor's rights with respect to this change order.

The original Contract Sum was.....	\$2,685,000.00
Net change by previous Change Orders.....	\$51,741.05
The Contract Sum prior to this Change Order was.....	\$2,736,741.05
The Contract Sum will be changed by this Change Order	\$7,990.73
The new Contract Sum Including this Change Order will be	\$2,744,731.78

The Contract Time will be ~~(increased)~~ ~~(decreased)~~ **(unchanged)** ZERO DAYS (0) days
 The Date of Completion as of the date of this Change Order therefore is Nov. 7, 2022

Contractor: 
James Myers, President
Ardent General, Inc. Stephanie Perkins

Date: 2/17/2023

Architect: 
Gilbert M. Bareng, Architect
Mangini Associates, Inc.

Date: 2/21/2023

Owner: Joy Gabler, Superintendent
Hanford Elementary School District

Date:

CHANGE ORDER NO. 7
MODERNIZATION OF ROOSEVELT ES

EXHIBIT "A"

Description of Work

- Item No. 1:** **BL #18:** Per RFI 37, demolish existing chain link fencing at existing switchboard and provide new 8'-0" chain link fencing with privacy slats and 8'-0" wide double gate with clearance in front of new switchboard.
Reason: Architect Omission. **ADD \$5,345.72**
- Item No. 2:** **BL #19:** Per RFI 38, replace 150A/3 breaker in MSB2 feeding Panel AC2 with a 225A/3 breaker.
Reason: Engineer Error. **ADD \$3,475.36**
- Item No. 3:** **BL #20:** Landscape allowance credit.
Reason: Not Used. **DEDUCT \$-3,500.00**
- Item No. 4:** **BL #21:** Add roof penetration for electrical conduit and add concrete pad at new switchboard.
Reason: Unforeseen SCE Requirement. **ADD \$2,669.65**

TOTAL ADDS \$11,490.73
TOTAL DEDUCTS \$-3,500.00
TOTAL THIS CHANGE ORDER \$7,990.73

HANFORD ELEMENTARY SCHOOL DISTRICT

Agenda Request Form

TO: Joy C. Gabler

FROM: Bill Potter

DATE: February 27, 2023

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: March 8, 2023

ITEM:

Consider approval for Change Order 2 for the Richmond Phase 2 Modernization Project

PURPOSE:

Due to an unforeseen conditions and the credit of an allowance the scope of the project has changed.

FISCAL IMPACT:

Credit of \$11,348.00

RECOMMENDATION:

Approve change order 2

MANGINI

ARCHITECTURE
INGENUITY

McLAIN BARENG MORRELLI SCOTT

MANGINI ASSOCIATES INC.
4320 West Mineral King Avenue
Visalia, California 93291

www.mangini.us
(559) 627-0530 Office
(559) 627-1926 Fax

CHANGE ORDER

NO. 02

TO: Oral E. Micham Inc.
P. O. Box 745
Woodlake, CA 93286

DATE: January 2, 2023
CHANGE ORDER NO.: Two
PROJECT NO.: 2115

PROJECT: Modernization of Lee Richmond ES Phase 2
Hanford Elementary School District

THE CONTRACT IS CHANGED AS FOLLOWS:

See attached Exhibit "A" for Description of Work.

TOTAL DEDUCTS: \$-11,348.00

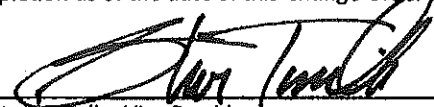
TOTAL THIS CHANGE ORDER: \$-11,348.00

Attachments: None


The Contractor agrees that this resolution constitutes a final accord and satisfaction of the Contractor's rights with respect to this change order.

The original Contract Sum was.....	\$611,000.00
Net change by previous Change Orders.....	\$-5,193.00
The Contract Sum prior to this Change Order was.....	\$605,807.00 ✓
The Contract Sum will be changed by this Change Order	\$-11,348.00
The new Contract Sum including this Change Order will be	\$594,459.00

The Contract Time will be ~~(increased)~~ ~~(decreased)~~ (unchanged) ZERO DAYS (0) days
The Date of Completion as of the date of this Change Order therefore is Dec. 16, 2022

Contractor: 
Steve Tindle, Vice President
Oral E. Micham Inc.

Date: 1-9-2023

Architect: 
Gilbert M. Bareng, Architect
Mangini Associates, Inc.

Date: 1.9.2023

Owner: _____
Joy Gabler, Superintendent
Hanford Elementary School District

Date: _____

CHANGE ORDER NO. 2
MODERNIZATION OF RICHMOND ES PH. 2

EXHIBIT "A"**Description of Work**

Item No. 1: **BL #04:** Fill existing vents in end walls.

ADD \$652.00

Reason: Unforeseen Existing Condition.

Item No. 2: **BL #05:** Credit owner for unused moisture control treatment and irrigation system allowances.

DEDUCT \$-12,000.00

Reason: Not Needed.

TOTAL ADDS \$652.00

TOTAL DEDUCTS..... \$-12,000.00

TOTAL THIS CHANGE ORDER \$-11,348.00

HANFORD ELEMENTARY SCHOOL DISTRICT

Agenda Request Form

TO: Joy C. Gabler
FROM: Bill Potter
DATE: February 27, 2023
FOR: ☒ Board Meeting
☐ Superintendent's Cabinet
FOR: ☐ Information
☒ Action

Date you wish to have your item considered: March 8, 2023

ITEM:

Consider approval for Change Order 2 for the Roosevelt Phase 2 Modernization Project

PURPOSE:

Due to owner requested changes and unforeseen conditions we have 5 items that have changed the scope of the project

FISCAL IMPACT:

Credit of \$2,893.00

RECOMMENDATION:

Approve change order 2

MANGINI

ARCHITECTURE
INGENUITY

McLAIN BARENG MORRELLI SCOTT

MANGINI ASSOCIATES INC.
4320 West Mineral King Avenue
Visalia, California 93291

www.mangini.us
(559) 627-0530 Office
(559) 627-1926 Fax

CHANGE ORDER

NO. 02

TO: Oral E. Micham Inc.
P. O. Box 745
Woodlake, CA 93286

DATE: January 2, 2023
CHANGE ORDER NO.: Two
PROJECT NO.: 2116

PROJECT: Modernization of Roosevelt ES Phase 2
Hanford Elementary School District

THE CONTRACT IS CHANGED AS FOLLOWS:

See attached Exhibit "A" for Description of Work.

TOTAL DEDUCT: \$-2,893.00

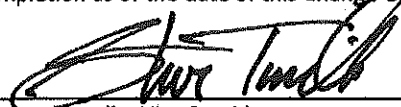
TOTAL THIS CHANGE ORDER: \$-2,893.00

Attachments: None

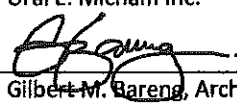
The Contractor agrees that this resolution constitutes a final accord and satisfaction of the Contractor's rights with respect to this change order.

The original Contract Sum was.....	\$893,000.00
Net change by previous Change Orders	\$9,507.00
The Contract Sum prior to this Change Order was.....	\$902,507.00
The Contract Sum will be changed by this Change Order	\$-2,893.00
The new Contract Sum including this Change Order will be	\$899,614.00

The Contract Time will be ~~(increased)~~ ~~(decreased)~~ ~~(unchanged)~~ **FOUR DAYS** (4) days
The Date of Completion as of the date of this Change Order therefore is January 2, 2023

Contractor: 
Steve Tindle, Vice President
Oral E. Micham Inc.

Date: 1-9-2023

Architect: 
Gilbert M. Bareng, Architect
Mangini Associates, Inc.

Date: 1.9.2023

Owner: _____
Joy Gabler, Superintendent
Hanford Elementary School District

Date: _____

**CHANGE ORDER NO. 2
ROOSEVELT ES MOD, PHASE 2**

EXHIBIT "A"

Description of Work

<u>Item No. 1:</u>	BL #08: Paint soffits and north and south exterior walls. Time extension of 2 calendar days.	ADD \$5,686.00
	Reason: Owner Request.	
<u>Item No. 2:</u>	BL #09: Per RFI 12, replace 10' of existing pipe. Time extension of 2 calendar days.	ADD \$5,605.00
	Reason: Unforeseen Existing Condition.	
<u>Item No. 3:</u>	BL #10: Per RFI 8, repair and reinforce Frames 2, 3 and 5.	ADD \$1,020.00
	Reason: Unforeseen Existing Condition.	
<u>Item No. 4:</u>	BL #11: Per RFI 19, chip and fill concrete at Door 6.	ADD \$796.00
	Reason: Unforeseen Existing Condition.	
<u>Item No. 5:</u>	BL #12: Credit to delete moisture control treatment allowance.	DEDUCT \$-16,000.00
	Reason: Not needed.	

TOTAL ADDS \$13,107.00
TOTAL DEDUCTS \$-16,000.00
TOTAL THIS CHANGE ORDER \$-2,893.00

HANFORD ELEMENTARY SCHOOL DISTRICT

Agenda Request Form

TO: Joy C. Gabler
FROM: Bill Potter
DATE: February 28, 2023
FOR: ☒ Board Meeting
☐ Superintendent's Cabinet
FOR: ☐ Information
☒ Action

Date you wish to have your item considered: March 8, 2023

ITEM:

Consider awarding contract to Mangini and Associates for Master Planning services at Monroe Elementary

PURPOSE:

To properly plan for a potential new TK/Kindergarten Wing at Monroe Elementary School we will engage Mangini Associates to consult us on future planning for the campus.

FISCAL IMPACT:

Not to exceed \$10,000

RECOMMENDATION:

Approve agreement as presented for Mangini Associates Inc.



MANGINI

BARENG MORRELLI SCOTT

MANGINI ASSOCIATES INC.

4320 West Mineral King Avenue
Visalia, California 93291
(559) 627-0530

www.mangini.us

Architect's Project No.: 23099

**AGREEMENT BETWEEN
OWNER AND ARCHITECT FOR**

**MASTER PLANNING SERVICES AT
MONROE ELEMENTARY SCHOOL
FOR HANFORD ELEMENTARY SCHOOL DISTRICT**

AGREEMENT made as of February 28, 2023

BETWEEN the **Owner** (hereafter referred to as Owner):

HANFORD ELEMENTARY SCHOOL DISTRICT
714 North White Street
Hanford, CA 93232

and the **Architect** (hereafter referred to as Architect):

MANGINI ASSOCIATES INC.
4320 W. Mineral King Avenue
Visalia, CA 93291

For the following **Project**:

**MASTER PLANNING SERVICES AT MONROE ELEMENTARY SCHOOL
FOR HANFORD ELEMENTARY SCHOOL DISTRICT**

The Owner and the Architect agree as follows:

ARTICLE 1 - INITIAL INFORMATION

- 1.1 The Architect shall provide the professional services as set forth in this Agreement.
- 1.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar conditions. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

ARTICLE 2 - SCOPE OF ARCHITECT'S BASIC SERVICES

- 2.1 Consultation Services provided pursuant to this agreement are separate from basic architectural services for the development of the design and construction documents for any project, which shall be provided under separate agreement for each project.
- 2.2 The Architect shall provide master planning services, including development of presentation materials (predesign programming and space planning, schematic floor plans, schematic site plans) to document the approved master plan and to assist the Owner in the development of its facilities.
- 2.3 The Architect shall meet with the Owner's staff, team stakeholders and other governing jurisdictions to assist in obtaining information relating to the specific project.

ARTICLE 3 - OWNER'S RESPONSIBILITIES

- 3.1 The Owner shall establish and periodically update the Owner's budget for project, including (1) the budget for the Cost of the Work (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget, the Owner shall notify the Architect.
- 3.2 The Owner shall furnish the services of other consultants for financial planning, pupil housing status and unhoused eligibility, and environmental impact and CEQA compliance as required. The Owner shall furnish all legal, insurance, and accounting services, including auditing services that may be reasonably necessary at any time to meet the Owner's needs and interests.
- 3.3 The Owner shall provide input from designated personnel and stakeholders as to the program requirements and needs of the project.

ARTICLE 4 - TERMINATION OR SUSPENSION

- 4.1 Should the Owner terminate or suspend this agreement for any reason, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due as defined in Article 5.

ARTICLE 5 - COMPENSATION

- 5.1 Because Consultation Services are for the purpose of determining the scope for future projects, compensation for services rendered shall be on an **hourly basis, not to exceed \$10,000.00, plus reimbursable expenses**. For the Architect's Basic Services described in Article 2, the Owner shall compensate the Architect on an Hourly Basis, using the Standard Hourly Billing Rates identified in Paragraph 5.2.1 below. Compensation for services rendered by professional consultants provided by the Architect in the interest of the Owner will be computed at a rate of 1.10 times the amount billed to the Architect for such services.

5.2 HOURLY BILLING RATES

5.2.1 The hourly billing rates for services of the Architect are set forth below:

Standard Hourly Billing Rates Schedule:

Principal Architect	\$ 225.00
Architect III	185.00
Architect II	160.00
Architect I	140.00
Construction Administrator III	180.00
Construction Administrator II	145.00
Construction Administrator I	120.00
Business Manager	165.00
Project Manager	150.00
Interior Designer II	100.00
Interior Designer I	80.00
Drafting Technician IV	110.00
Drafting Technician III	100.00
Drafting Technician II	90.00
Drafting Technician I	70.00
Administrative Asst. II	110.00
Administrative Asst. I	70.00

The above rates are effective through December 31, 2023. Work continuing beyond December 31, 2023, shall be subject to increases in the above noted schedule based on Engineering News Record's, "Cost of Living Index Adjustment", until this agreement is modified.

5.3 COMPENSATION FOR REIMBURSABLE EXPENSES

5.3.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and Architect's consultants directly related to the Project, as follows:

- .1 Transportation in connection with the project shall be compensated at the yearly established rate as permitted and published by the Internal Revenue Service for compensated mileage.
- .2 Expense of out of county meals and lodging in connection with the Project.
- .3 If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates.
- .4 Expense of renderings, models and mock-ups requested by the Owner.
- .5 Expense of additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and Architect's consultants.
- .6 Expense of reproductions, postage and handling of Drawings, Specifications, and other documents required for approval, bidding, and construction of the Project in the Owner's interest, excluding reproductions for the office use of the Architect and the Architect's consultants.

5.3.2 For Reimbursable Expenses, compensation will be computed at a rate of 1.10 times the amount of expenses incurred by the Architect and the Architect's Consultants.

5.4 PAYMENTS TO THE ARCHITECT

5.4.1 Payments for services and reimbursable expenses shall be made monthly and, where applicable, shall be in proportion to services performed.

5.4.2 Payments are due and payable upon presentation of the Architect's invoice.

5.4.3 Amounts unpaid 30 calendar days after the 5th of the month shall bear interest at the rate of 1-1/2%.

5.4.4 Payments made pursuant to a project which results in an agreement for architectural services will be credited to that project as part of basic services.

ARTICLE 6 - MISCELLANEOUS PROVISIONS

6.1 This Agreement shall be governed by the law of the State of California.

6.2 The Owner and the Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to this Agreement. Neither the Owner nor Architect shall assign this Agreement without the written consent of the other.


6.3 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the terms set and agreed upon as of the day and year first written above.

OWNER
HANFORD ELEMENTARY SCHOOL DISTRICT

ARCHITECT
MANGINI ASSOCIATES INC.

By: _____
Joy Gabler, Superintendent

By:  _____
Gilbert M. Bareng, Vice President, C33544

HANFORD ELEMENTARY SCHOOL DISTRICT

Agenda Request Form

TO: Joy C. Gabler

FROM: Bill Potter

DATE: February 27, 2023

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered March 8, 2023

ITEM:

Declare the following items as surplus items

PURPOSE:**FISCAL IMPACT:**

None

RECOMMENDATION:

Declare the property as surplus

List of Auction Items

2 White Board Cabinets and 1 with Projector Screen
3 Tables 3x6 and 1 2.5x5
5 Kindergarten Tables
6 Cafeteria Tables 12ft
7 Black Stand-up Teacher Desks
7 Gray Top Tables 2x6 (talk to Doug, we might keep)
7 Misc Chairs
10 Red 16inch Open Back Student Chairs
11 Red 16inch Student Chairs
16 Classroom Table 2x4
16 Stackable Office Chairs
17 Wood Top Student Desks
18 Student Computer Tables 6x2
20 inch Floor Scrubber parts only (13909401)
20 inch Riding Floor Scrubber for parts (13911067)
20 inch Clarke Scrubber fair condition (13908730)
20 inch slow speed scrubber parts only (No # belong to Monroe)
20 Red 18inch Student Chairs
20inch Betco Scrubber fair condition (S/N 214008890)
24 Red 16inch Open Back Student Chairs
28 inch floor scrubber fair condition (No # belong to Hamilton)
37 Red 14inch Open Back Student Chairs
38 Red 14inch Student Chairs
42 Red 16inch Open Back Student Chairs
55 Red 16inch Student Chairs
70 Red Student Chairs 16inch
490 hours-Genie Scissor Lift (No # weld#990224, stamped#20258)
Ford Truck F350 Heavy Duty (13909043)
Picture Frames
Carpet Shampoo functionable (13908413)
Misc. Items (student desks,office chairs,plastic easels, etc.)

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Karen McConnell

DATE: February 23, 2023

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: March 8, 2023

ITEM: Review recommended revisions to Board Policy and Administrative Regulation
0430 - Comprehensive Local Plan for Special Education

PURPOSE: Board Policy 0430 - Comprehensive Local Plan for Special Education
Policy updated to reflect NEW LAW (AB 181, 2022) requiring the State Superintendent of
Public Instruction to make publicly available the special education funding each local
educational agency (LEA) generates for their Special Education Local Plan Area (SELPA), and
for the SELPA, to report to member LEA's the amount of funding each LEA generates for the
SELPA.

Administrative Regulation 0430 - Comprehensive Local Plan for Special Education
Regulation updated to reflect NEW LAW (AB 181, 2022) which extends the timeline for
developing an annual assurances support plan to July 1, 2027. A template for the annual
assurances support plan will be developed by CDE by July 1, 2026. Additional minor revisions
as necessary for clarity.

FISCAL IMPACT: None**RECOMMENDATIONS:** Approve

Policy 0430: Comprehensive Local Plan For Special Education

Status: IN REVISION

Original Adopted Date: 09/30/1981 | **Last Revised Date:** 12/01/2022 | **Last Reviewed Date:** 12/01/2022

The Board of Trustees recognizes its obligation to provide a free appropriate public education to all individuals with disabilities, aged 3 to 21 years, who reside in the district.

In order to meet the needs of individuals with disabilities, the district shall participate as a member of the Special Education Local Plan Area (SELPA) with other districts and the county office of education pursuant to Education Code 56195.1.

The district shall enter into agreements with other members of the SELPA in accordance with Education Code 56195.1 and 56195.7. Consistent with these agreements, the district shall adopt policies governing the programs and services it operates. (Education Code 56195.8)

The Superintendent or designee shall work with the other members of the SELPA to develop a local plan for the education of individuals with disabilities. The plan shall be approved by the Board and the other members of the SELPA, and shall be submitted to the Superintendent of Public Instruction (SPI). (Education Code 56195.1)

Each year, the Superintendent or designee shall provide to the Board any data and/or information regarding the special education funding generated by the district as supplied by the SPI and the SELPA in accordance with Education Code 56836.148.

The local plan shall be reviewed at least once every three years and updated as needed to ensure the information contained in the plan remains relevant and accurate. The local plan shall be updated cooperatively by a committee of representatives of special and regular education teachers and administrators selected by the groups they represent and with participation by parent/guardian members of the community advisory committee, or parents/guardians selected by the community advisory committee, to ensure adequate and effective participation and communication. (Education Code 56195.9)

Special education programs and services shall be reviewed on an ongoing basis. The results of such evaluations shall be used to identify and correct any program deficiencies.

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State References	Description
5 CCR 3000-3089	Regulations governing special education
Ed. Code 56000-56001	Education for individuals with exceptional needs
Ed. Code 56020-56035	Definitions
Ed. Code 56040-56046	General provisions
Ed. Code 56048-56050	Surrogate parents
Ed. Code 56055	Foster parents
Ed. Code 56060-56063	Substitute teachers in special education

Ed. Code 56170-56177	Children enrolled in private schools
Ed. Code 56190-56194	Community advisory committees
Ed. Code 56195-56195.10	Local plans
Ed. Code 56205-56208	Local plan requirements 56213 Special education local plan
Ed. Code 56211-56214	Special education local plan areas with small or sparse populations
Ed. Code 56240-56245	Staff development
Ed. Code 56300-56385	Identification and referral; assessment, instructional planning
Ed. Code 56440-56447.1	Programs for individuals between the ages of three and five years
Ed. Code 56500-56508	Procedural safeguards, including due process rights
Ed. Code 56520-56524	Behavioral interventions
Ed. Code 56600-56606	Evaluation, audits and information
Ed. Code 56836-56836.05	Administration of local plan
Gov. Code 7579.5	Surrogate parent; appointment, qualification and liability
Gov. Code 95000-95004	California Early Intervention Services Act
W&I Code 361	Limitations on parental control
W&I Code 726	Limitations on parental control

Federal References

20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1400-1482	Individuals with Disabilities Education Act
29 USC 794	Rehabilitation Act of 1973; Section 504
34 CFR 104.1-104.39	Section 504 of the Rehabilitation Act of 1973
34 CFR 300.1-300.818	Assistance to states for the education of students with disabilities
34 CFR 300.500-300.520	Procedural safeguards and due process for parents and students
34 CFR 303.1-303.654	Early intervention program for infants and toddlers with disabilities
34 CFR 99.10-99.22	Inspection, review and procedures for amending education records
42 USC 12101-12213	Americans with Disabilities Act

Management Resources References

Website	CSBA District and County Office of Education Legal Services https://simbli.eboardsolutions.com/SU/UdykszdmPETuDsIshXk6R5akQ==
Website	California Department of Education, Special Education - https://simbli.eboardsolutions.com/SU/wbtzINw8puwslshjTsrMvmBCA==
Website	U.S. Department of Education, Office of Special Education Programs https://simbli.eboardsolutions.com/SU/v4I2D9cNplus2KZ0yVtPslshvZhg==

Cross References

0400	Description Comprehensive Plans - https://simbli.eboardsolutions.com/SU/E6lvBsegi8qQdplusWU4zcJOA==
0420.4	Charter School Authorization - https://simbli.eboardsolutions.com/SU/xypYaO4pR9EKxwDHYunVaw==
0420.4	Charter School Authorization - https://simbli.eboardsolutions.com/SU/dygpluswpzvfu5uh4QL6vJuew==
0460	Local Control And Accountability Plan – https://simbli.eboardsolutions.com/SU/iyXUkRQ0cHZVplusLvplusla9WLQ==
0460	Local Control And Accountability Plan

	https://simbli.eboardsolutions.com/SU/Shpez6eC2mvUTlzyTetlslshg==
1200	Citizen Advisory Committees – https://simbli.eboardsolutions.com/SU/plusVi8p4yJAAVWnplJUmf7aw==
1200	Citizen Advisory Committees - https://simbli.eboardsolutions.com/SU/RLDd1tnxZiEid4rNpl0Zfg==
1312.3	Uniform Complaint Procedures – https://simbli.eboardsolutions.com/SU/vqhv8lslshLyYuc1rDWYByslshOw==
1312.3	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/GSzd1S7B9JslshbNoEjPwo1plusA==
1312.3-E(1)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/ucNvj1fTa1F2QLwQ7xYoYA==
1312.3-E(2)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/5T9T78F4DplusrMUNdVky8A3Q==
3541.2	Transportation For Students With Disabilities - https://simbli.eboardsolutions.com/SU/slshzmzh5e0IX55M7jPbNcfSw==
3542	School Bus Drivers - https://simbli.eboardsolutions.com/SU/vixKZSplus8oYNsUPDqEA7wxA==
4112.23	Special Education Staff - https://simbli.eboardsolutions.com/SU/tywnQPpluscRtCztzhPUaZOVw==
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities) - https://simbli.eboardsolutions.com/SU/DE0bf5PbVltDENsrw2gsdw==
6020	Parent Involvement - https://simbli.eboardsolutions.com/SU/S8YqslshLDZSNVb1oNwQ8p6Ow==
6020	Parent Involvement - https://simbli.eboardsolutions.com/SU/GHZ8X6ibZYapslsh2vhKFeUsA==
6146.4	Differential Graduation And Competency Standards For Students With Disabilities - https://simbli.eboardsolutions.com/SU/jkLoLWJGmgguGEJcK3QWTQ==
6159	Individualized Education Program - https://simbli.eboardsolutions.com/SU/naqX8DfCGAKzm6WxdI2xYg==
6159	Individualized Education Program – https://simbli.eboardsolutions.com/SU/y0Nplus9t1ecowMNpSKnOtWvA==
6159.1	Procedural Safeguards And Complaints For Special Education - https://simbli.eboardsolutions.com/SU/Z2Vgf2U21tUd14DoZiDiA==
6159.1	Procedural Safeguards And Complaints For Special Education - https://simbli.eboardsolutions.com/SU/9nXU2QR6plusN2zTarSSVslmg==
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education – https://simbli.eboardsolutions.com/SU/Z2Uk26GwVh26VZL5St1lwg==
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education – https://simbli.eboardsolutions.com/SU/S0eTzscJtlZn7lepali40w==
6159.3	Appointment Of Surrogate Parent For Special Education Students - https://simbli.eboardsolutions.com/SU/kZsrfv322mVOOTeKlKxl8A==
6159.3	Appointment Of Surrogate Parent For Special Education Students - https://simbli.eboardsolutions.com/SU/2MiD9Ppe2X675Z6z8vtf8w==
6159.4	Behavioral Interventions For Special Education Students - https://simbli.eboardsolutions.com/SU/ZDjsKo6tTsVSHjrYTNe7Ew==
6164.4	Identification And Evaluation Of Individuals For Special Education - https://simbli.eboardsolutions.com/SU/9wN2t70auDhkGykwXJ9hTA==
6164.4	Identification And Evaluation Of Individuals For Special Education - https://simbli.eboardsolutions.com/SU/Vvplus86wplusgSpuSU0tFYvw1A==
6164.41	Children With Disabilities Enrolled By Their Parents In Private School -

- <https://simbli.eboardsolutions.com/SU/xDBVDNdvLrllqIP7O74hVw==>
- 6164.41 Children With Disabilities Enrolled By Their Parents In Private School -
<https://simbli.eboardsolutions.com/SU/Fa4RxyQ4M3jKNctezasig==>
- 6164.6 Identification And Education Under Section 504 -
<https://simbli.eboardsolutions.com/SU/v7xJBjEVMiq4Q6v8UzQyVQ==>
- 6164.6 Identification And Education Under Section 504 -
<https://simbli.eboardsolutions.com/SU/KAyQSBZLLlslshNch51TXFzIQ==>

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Karen McConnell

DATE: February 23, 2023

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: March 8, 2023

ITEM: Approve recommended revisions to Administrative Regulation 5141.3 - Health Examinations

PURPOSE: Administrative Regulation 5141.3 - Health Examinations
 Regulation updated to reflect NEW LAW (AB 2329) which authorizes districts to enter into memorandum of understanding with a nonprofit eye examination provider to provide eye examinations and eyeglasses to students at a school site. Regulation also updated to reflect NEW LAW (SB 97) which requires that beginning on or after January 1, 2023, districts make Type 1 diabetes materials developed by CDE available to parents/guardians when student is first enrolled in elementary school or as part of certain notifications.

FISCAL IMPACT: None

RECOMMENDATIONS: Approve

Regulation 5141.3: Health Examinations

Status: IN REVISION

Original Adopted Date: 05/16/2001 | **Last Revised Date:** 12/01/2022 | **Last Reviewed Date:** 12/01/2022

Cautionary Notice: Government Code 17581.5 relieves districts from the obligation to perform specified mandated activities, including scoliosis screening, when the Budget Act does not provide reimbursement during that fiscal year. As a result, districts should determine whether the Budget Act for the current fiscal year allows for the suspension of these requirements, and if so, suspend certain provisions of the following administrative regulation related to scoliosis screening. For more information, the district should consult CSBA's District and County Offices of Education Legal Services or district legal counsel.

The principal at each school shall notify parents/guardians of the rights of students and parents/guardians related to health examinations. (Education Code 48980; 20 USC 1232h)

A parent/guardian may annually file with the principal a written statement withholding consent to the child's physical examination. Any such student shall be exempt from any physical examination but shall be subject to exclusion from attendance when contagious or infectious disease is reasonably suspected. (Education Code 49451; 20 USC 1232h)

Vision Tests

Each student's vision shall be appraised, by the school nurse or other personnel authorized under Education Code 49452, during the kindergarten year or upon first enrollment or entry in a district elementary school and subsequently in grades 2, 5, and 8. However, a student who is tested upon first enrollment or entry in the district in grade 4 or 7 shall not be required to be appraised in the next immediate year. (Education Code 49455)

The vision appraisal shall include tests for visual acuity, including near vision. Male students shall also be tested once for color vision in grade 1 or later and the results of the appraisal shall be entered in the student's health record. (Education Code 49455)

Appraisal of a student's vision may be waived under either of the following conditions: (Education Code 49455)

1. The student's parent/guardian requests a waiver and presents a certificate from a physician/surgeon, physician assistant, or optometrist showing the results of an examination of the student's vision, including visual acuity and, in male students, color vision.
2. The student's parents/guardians file with the principal a written statement that they adhere to the faith or teachings of any well-recognized religious sect, denomination, or organization and, in accordance with its creed, tenets, or principles depend for healing upon prayer in the practice of their religion.

Visual defects or any other defects found as a result of the vision examination shall be reported to the parent/guardian with a request that remedial action be taken to correct or cure the defect. The report of a visual defect, if made in writing, shall be made on a form prescribed by the Superintendent of Public Instruction. The report shall not include a referral to any private practitioner. However, the student may be referred to a public clinic or diagnostic and treatment center operated by a public hospital or by the state, county, or city department of public health. (Education Code 49456)

In addition to the vision appraisals described above, the school nurse and/or classroom teacher shall continually and regularly observe students' eyes, appearance, behavior, visual performance, and perception that may indicate vision difficulties. (Education Code 49455)

Eye Examinations for the Purpose of Eyeglasses

In addition to the vision appraisals described above, the district may enter into a memorandum of understanding with a nonprofit eye examination provider, including a mobile provider, to provide noninvasive eye examinations at a district school exclusively for the purpose of providing eyeglasses. (Education Code 49455.5)

Prior to any eye examination, the school shall notify parents/guardians of the upcoming eye examination and include

a form that allows them to opt their child out of the examination. Parents/guardians who have submitted a general opt-out written statement in accordance with Education Code 49451 are deemed to have opted out. (Education Code 49455.5)

Parents/guardians whose child receives an eye examination shall be provided a report by the provider in accordance with Education Code 49456. (Education Code 49455.5)

Hearing Tests

The Superintendent or designee shall provide for the administration of hearing tests to district students by personnel authorized to conduct such testing pursuant to Education Code 49452 and 49454 and in accordance with the procedures specified in 17 CCR 2951.

Each student shall be given a hearing screening test at the following times: (17 CCR 2951)

1. Kindergarten or grade 1
2. Grade 2
3. Grade 5
4. Grade 8
5. Grade 10 or 11
6. Upon first entry into the California public school system

Each student enrolled in a special education program, other than those enrolled because of a hearing problem, shall be given a hearing test when enrolled in the program and every third year thereafter. Hearing tests may be given more frequently as needed, based on the individualized education program team's evaluation of the student. (17 CCR 2951)

A follow-up hearing threshold test shall be administered to any student who fails to respond to any of the required frequencies in the screening test or is otherwise determined to need further evaluation. (17 CCR 2951)

The Superintendent or designee shall provide written notification of test results to the parents/guardians of any student who fails the hearing tests. When the test results fall within the levels specified in 17 CCR 2951 or there is evidence of pathology, such as an infection of the outer ear, chronic drainage, or a chronic earache, the notification shall include a recommendation that a further medical and audiological evaluation be obtained. (17 CCR 2951)

The dates and results of all screening tests and copies of threshold tests shall be included in the student's⁵³ health records. (17 CCR 2951)

The principal or designee shall prepare an annual report of the school hearing testing program, using forms provided by the Department of Health Services, with copies to the Superintendent and the County Superintendent of Schools. (17 CCR 2951)

Scoliosis Screening

Each female student in grade 7 and each male student in grade 8 shall be screened for scoliosis. (Education Code 49452.5)

The parent/guardian of any student suspected of having scoliosis shall receive a notice which includes an explanation of scoliosis and describes the significance of treatment at an early age. This notice shall also describe the public services available for treatment and include a referral to appropriate community resources. (Education Code 49452.5)

Type 1 Diabetes Information

The Superintendent or designee shall provide parents/guardians of children enrolled in elementary school for the first time, or with the annual notifications pursuant to Education Code 48980, an information sheet developed by the California Department of Education (CDE) regarding type 1 diabetes as specified in Education Code 49452.6.

Type 2 Diabetes Information

Because type 2 diabetes in children is a preventable and treatable disease, parents/guardians are encouraged to have their child screened by an authorized health care practitioner for risk factors of the disease, including excess weight, and to request tests of their child's blood glucose to determine if the child has type 2 diabetes or pre-diabetes.

The Superintendent or designee shall provide parents/guardians of incoming students in grade 7, or with the annual notifications pursuant to Education Code 48980, an information sheet developed by CDE regarding type 2 diabetes, which includes: (Education Code 49452.7)

1. A description of the disease and its risk factors and warning signs
2. A recommendation that students displaying or possibly suffering from risk factors or warning signs associated with type 2 diabetes be screened for the disease
3. A description of the different types of diabetes screening tests available
4. A description of treatments and prevention methods

The Superintendent or designee may provide information to parents/guardians regarding public or private sources from which they may receive diabetes screening and education services for free or at reduced costs.

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State References

17 CCR 2950-2951

5 CCR 3027

Description

Hearing Tests -

<https://simbli.eboardsolutions.com/SU/MedMEQ0Cedro066RKeINDw==>

Hearing and vision screening for special education

5 CCR 3028	Audiological screening
5 CCR 590-596	Vision screening
Ed. Code 44871-44879	Employment qualifications
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 49400-49414.5	Student health; general powers of school boards
Ed. Code 49422	Supervision of health and physical development
Ed. Code 49450-49458	Physical examinations of students
Ed. Code 49460-49466	Development of standardized health assessments
Gov. Code 17581.5	Specific costs mandated by the state
H&S Code 120325-120380	Immunization against communicable diseases
H&S Code 121475-121520	Tuberculosis tests for students
H&S Code 124025-124110	Child Health and Disability Prevention Program
H&S Code 1685-1686	Audiometrists

Federal References**Description**

20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1232h	Privacy rights

**Management Resources
References****Description**

CA Department of Health Care Services	Manual for the School Audiometrist
California Department of Education Publication	Standards for Scoliosis Screening in California Public Schools, 2007
California Department of Education Publication	A Guide for Vision Testing in California Public Schools, 2005
CSBA Publication	Expanding Access to School Health Services: Policy Considerations for Governing Boards, November 2008
CSBA Publication	Promoting Oral Health for California's Students: New Roles, New Opportunities for Schools, November 2008
U.S. Department of Education Publication	Joint Guidance on the Application of FERPA and HIPAA to Student Health Records, November 2008
Website	CSBA District and County Office of Education Legal Services - https://simbli.eboardsolutions.com/SU/UdykszdmPETuDslshXk6R5akQ==
Website	California Department of Education, Type 2 Diabetes Information - https://simbli.eboardsolutions.com/SU/r24C8UIdCAzBp4Y9plusK0Fag==
Website	California Department of Education, Health Services and School Nursing - https://simbli.eboardsolutions.com/SU/8gslshmouplus2E8Rmx2avRDQPXw==
Website	California Department of Health Care Services - https://simbli.eboardsolutions.com/SU/slshcbdN8s1slshplus8ePOCd4fpQ7Q==
Website	CSBA - https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==

Cross References**Description**

0470	COVID-19 Mitigation Plan - https://simbli.eboardsolutions.com/SU/LslshO63e2UCwjYwMn3JmiHw==
4231	Staff Development - https://simbli.eboardsolutions.com/SU/bVfevNucn681Bp6GFHUYbw==

5020	Parent Rights And Responsibilities - https://simbli.eboardsolutions.com/SU/U9ZNrS8rxS3wZAEuTQyOkQ==
5020	Parent Rights And Responsibilities - https://simbli.eboardsolutions.com/SU/NWVw2d2NY8q77zbWgcHoHw==
5022	Student And Family Privacy Rights - https://simbli.eboardsolutions.com/SU/HS4JpuElgXwxOMw0MTplushfg==
5022	Student And Family Privacy Rights - https://simbli.eboardsolutions.com/SU/jHbwLSckgrmNQpK1J0obvQ==
5030	Student Wellness - https://simbli.eboardsolutions.com/SU/3G12yrUTWz3DBd80aeBMIA==
5111	Admission - https://simbli.eboardsolutions.com/SU/1z6QXbtqBTuAAoe2WVGILA==
5111	Admission - https://simbli.eboardsolutions.com/SU/s0V0hPBbWAL3nMluomoGLg==
5112.2	Exclusions From Attendance - https://simbli.eboardsolutions.com/SU/2C5Frm1plusSslsheplusplusj3KPU0gHA==
5125	Student Records - https://simbli.eboardsolutions.com/SU/uJ63XhuR1b7LnleaOfHgXg==
5125	Student Records - https://simbli.eboardsolutions.com/SU/c1rj7w6FmPaKrC01S69Lslshg==
5141.22	Infectious Diseases - https://simbli.eboardsolutions.com/SU/IWkrKGm53yD6slsh6cea4vmDA==
5141.22	Infectious Diseases - https://simbli.eboardsolutions.com/SU/81ixSLeu7akrlhhs0S5Jw==
5141.23	Asthma Management - https://simbli.eboardsolutions.com/SU/BEXPE1abxb784gihjXBmsA==
5141.23	Asthma Management - https://simbli.eboardsolutions.com/SU/wpHolp2PpluskmWFmeuU9gplus6Q==
5141.26	Tuberculosis Testing - https://simbli.eboardsolutions.com/SU/lzurC2386LihdMX2sXJLaA==
5141.31	Immunizations - https://simbli.eboardsolutions.com/SU/d81LgGz9HmbK3ZplusIPslshYwDg==
5141.31	Immunizations - https://simbli.eboardsolutions.com/SU/pi1ImFANiefZMKIkTRcUjw==
5141.32	Health Screening For School Entry - https://simbli.eboardsolutions.com/SU/LdTSBkUOVbf6Bkjqcy8ug==
5141.33	Head Lice - https://simbli.eboardsolutions.com/SU/q3y3jGyiathQ2JlOplusyKZbQ==
5141.6	School Health Services - https://simbli.eboardsolutions.com/SU/0q7g8Rx40NxoCaKCduznFw==
5141.6	School Health Services - https://simbli.eboardsolutions.com/SU/8X5IUBLBB11wXTplusvybQpg==
5143	Insurance - https://simbli.eboardsolutions.com/SU/IRplusffdVbqAhdU8oz2JcYZA==
5143	Insurance - https://simbli.eboardsolutions.com/SU/WBaudk736tMNVZi0VtdplusrA==
5145.6	Parent/Guardian Notifications – https://simbli.eboardsolutions.com/SU/KfMKwvu1XmzFCy8uho7aslshA

5145.6-E(1)	Parent/Guardian Notifications - https://simbli.eboardsolutions.com/SU/v6hK1kjdAuMrmAmW9Nplus2plusQ==
5148	Child Care And Development - https://simbli.eboardsolutions.com/SU/0vXHLN5V4fRalLmoFgtwrQ==
5148	Child Care And Development - https://simbli.eboardsolutions.com/SU/ https://simbli.eboardsolutions.com/SU/1oFfPgmxNoVIIISHGBzDqOQ==
6142.8	Comprehensive Health Education - https://simbli.eboardsolutions.com/SU/jzPU9cEslshplusQzkTldBeVULOAA==
6142.8	Comprehensive Health Education - https://simbli.eboardsolutions.com/SU/UtG9tKwjsP4EislshMU7CXJVQ==
6145.2	Athletic Competition - https://simbli.eboardsolutions.com/SU/x5n9dMzXC7zbQLs0IUUrdQ==
6145.2	Athletic Competition - https://simbli.eboardsolutions.com/SU/HYPngE24UG6Bg7eGD24NvQ==
6164.5	Student Success Teams - https://simbli.eboardsolutions.com/SU/NpLVQH3CIDXU0Gt1Lcbplus8w==
6164.5	Student Success Teams - https://simbli.eboardsolutions.com/SU/N2gPiP2tGhH65poTBAAbGbw==
6170.1	Transitional Kindergarten - https://simbli.eboardsolutions.com/SU/umxKJSEpq1PEPmZMr3cuxg==

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Karen McConnell

DATE: February 23, 2023

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: March 8, 2023

ITEM: Review recommended deletion of Board Policy 5141.32 - Health Screening for School Entry

PURPOSE: Board Policy 5141.32 - Health Screening for School Entry is recommended for deletion by CSBA. Information pertaining to health screening is fully addressed in Administrative Regulation 5141.32.

FISCAL IMPACT: None

RECOMMENDATIONS: Approve

Policy 5141.32: Health Screening For School Entry

Status: DRAFT

Original Adopted Date: Pending

The Board of Trustees recognizes the importance of good health for learning and for a successful academic career. The Board also recognizes the important role of schools in ensuring the health of students through health education and maintenance of minimal health standards among the student population. Therefore, it is the intent of the Board that students receive a health screening before school enrollment.

The Superintendent or designee shall provide regulations supporting and implementing this policy.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Karen McConnell

DATE: February 23, 2023

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: March 1, 2023

ITEM: Review recommended revisions to Board Policy and Administrative Regulation 5148.2 - Before/After School Programs

PURPOSE: Board Policy 5148.2 - Before/After School Programs

Policy updated to clarify that it applies to expanded learning opportunities beyond the regular school day, including before-school, after-school, summer, vacation, and/or intersessional programs and to reflect NEW LAWS (AB 181, 2022 and AB 185, 2022) which updates the Expanded Learning Opportunities (ELO) program requirements for the 2022-23 school year and forward.

Administrative Regulation 5148.2 - Before/After School Programs

Regulation updated to include definitions of "offer access" and "provide access" in regard to Expanded Learning Opportunities (ELO) programs. Regulation updated to reflect NEW LAWS (AB 181, 2022 and AB 185, 2022) which updates the ELO program requirements for the 2022-23 school year and forward, including requirements for the district to offer access to ELO programs based on the district's prior fiscal year local control funding formula unduplicated pupil percentage. Regulation also updated to clarify that district that receive funds for classroom-based instructional programs that serve grades TK-6 cannot opt out of the ELO program funding. Regulation also updated to reflect requirement that ELO programs are required to offer a nutritional snack, meal, or both and to reflect California Department of Education guidance that ELO programs do not have an attendance requirement.

FISCAL IMPACT: Based on current staffing (as of 12/16/22), with 66% of the students of the waitlist being served being in the afterschool program and with 14/30 intersession days planned, of the 8.4 million allocated, the penalty is -3.1 million.

RECOMMENDATIONS: Approve

ADM – 018

11/2019

Policy 5148.2: Before/After School Programs

Status: IN REVISION

Original Adopted Date: 01/21/2009 | **Last Revised Date:** 12/01/2022 | **Last Reviewed Date:** 12/01/2022

The Board of Trustees desires to provide learning opportunities for students beyond the regular school day that support the regular education program in a supervised environment. In order to increase academic achievement of participating students, the content of such programs shall be coordinated with the district's vision and goals for student learning, local control and accountability plan, curriculum, and academic standards.

Each program offered by the district shall be planned through a collaborative process as required by law. (Education Code 8422, 8482.5, 8484.75, 46120)

To the extent feasible, the district shall give priority to establishing expanded learning opportunities beyond the regular school day in low-performing schools and/or programs that serve low-income and other at-risk students.

Any expanded learning opportunities, including but not limited to After School Education and Safety Program (ASES), 21st Century Community Learning Center Program (21st CCLC), 21st Century High School After School Safety and Enrichment for Teens Program (ASSETs), Expanded Learning Opportunities Program (ELO) or any other program to be established pursuant to Education Code 8421, 8482.3, 8484.75, or 46120, shall be approved by the Board.

The Superintendent or designee shall ensure that all staff who directly supervise students in the district's expanded learning opportunity programs possess appropriate knowledge and experience. As needed, staff and volunteers shall receive ongoing training related to their job responsibilities.

Each before-school, after-school, summer, vacation or intersessional expanded learning opportunity program shall include academic and enrichment elements in accordance with law and administrative regulation. In addition, each program may include support services that reinforce the educational component and promote student health and well-being.

No fee shall be charged for participation in the program.

Eligible students who are 11 or 12 years of age shall be placed in a before-school or after-school program, if and when available, rather than subsidized child-care and development services. During the time that the before-school or after-school program does not operate, such students may be provided the option of enrolling in child-care and development services in accordance with the enrollment priorities established in AR 5148 - Child Care and Development. (Welfare and Institutions Code 10273)

The Board and the Superintendent or designee shall monitor student participation rates and shall identify multiple measures that shall be used to evaluate program effectiveness. Such measures may include, but are not limited to, student outcome data; program self-assessments; feedback from staff, participating students, and parents/guardians; and observations of program activities.

Every three years, the Superintendent or designee shall review the after-school program plan, including, but not limited to, program goals, program content, and outcome measures. Documentation of the program plan shall be maintained for a minimum of five years.

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State References

Ed. Code 17260-17268

Ed. Code 17264

Ed. Code 35021.3

Ed. Code 45125

Ed. Code 45330

Ed. Code 45340-45349

Ed. Code 46120

Ed. Code 49024

Ed. Code 49430-49434

Ed. Code 49540-49546

Ed. Code 49553

Ed. Code 69430-69460

Ed. Code 8263

Ed. Code 8273.1

Ed. Code 8295-8305

Ed. Code 8322

Ed. Code 8350-8359.1

Ed. Code 8360-8370

Ed. Code 8420-8428

Ed. Code 8482-8484.65

Ed. Code 8484.7-8484.9

Ed. Code 8490-8490.7

W&I Code 10207-10490

W&I Code 10273

Description

Plans and specifications for school facilities -

<https://simbli.eboardsolutions.com/SU/K93eKC5SslshBGM5azLOpZgig==>

New construction; accommodation of before- and after-school programs

After-school physical recreation instructors

Criminal record check

Paraprofessionals; instructional aides

Paraprofessionals; instructional aides

Expanded learning opportunities

Activity Supervisor Clearance Certificate

Nutrition standards

Child care food program

Free or reduced-price meals

Cal Grant program

Eligibility and priorities for subsidized child development services

Family fees; exemptions

Child development program; personnel qualifications

California Prekindergarten Planning and Implementation Grant Program

Programs for CalWORKS recipients

Personnel qualifications

21st Century High School After School Safety and Enrichment Program for Teens

After School Education and Safety Program

21st Century Community Learning Centers

Distinguished After School Health Recognition Program

Child Care and Development Services Act

Preferred placement for otherwise eligible children ages 11 or 12

Federal References

20 USC 6311

20 USC 6314

20 USC 7171-7176

42 USC 11434a

42 USC 1766-1766a

7 CFR 226.17

Description

State plan

Title I schoolwide program

21st Century Community Learning Centers

Education for homeless children and youths

Child and Adult Care Food Program

Child care center nutrition standards

Management Resources ReferencesCalifornia Department of Education
PublicationCalifornia Department of Education
PublicationCalifornia Department of Education
PublicationCalifornia Department of Education
PublicationCalifornia Department of Education
Publication**Description**

Early Release and Late Arrival Guidance, December 2021

Quality Program Improvement Plan Instructions: Instructions for Completing a
Quality Program Improvement Plan for Expanded Learning Programs in California,
January 2022

21st CCLC and ASSETs FAQs, October 2022

Request for Applications: 21st Century Community Learning Centers and After
School Safety and Enrichment for Teens, September 2022

Expanded Learning Opportunities Program FAQs, July 2022

California Department of Education Publication	Quality Standards for Expanded Learning in California: Creating and Implementing a Shared Vision of Quality, 2014
California Department of Education Publication	A Crosswalk Between the Quality Standards for Expanded Learning and Program Quality Assessment Tools, 2014
California Department of Education Publication	California After School Physical Activity Guidelines, 2009
U.S. Department of Education Publication	21st Century Community Learning Centers, Nonregulatory Guidance, February 2003
Website	California Afterschool Network - https://simbli.eboardsolutions.com/SU/SxeV5viyxZcyTRCEjxToLg==
Website	California Child and Adult Care Food Program - https://simbli.eboardsolutions.com/SU/NJK4oDHRD9iO9OQxRYnX1g==
Website	CSBA District and County Office of Education Legal Services https://simbli.eboardsolutions.com/SU/UdykszdmpETuDsIshXk6R5akQ==
Website	California Department of Education, Expanded Learning - https://simbli.eboardsolutions.com/SU/ODHRmisIU5JVqzrlbgBQSQ==
Website	U.S. Department of Agriculture - https://simbli.eboardsolutions.com/SU/njpdBqDfo1Mslsh1ZLplusszTslshRw==
Website	California School-Age Consortium - https://simbli.eboardsolutions.com/SU/laEri3DXJqbiplusxNsl8qbiA==
Website	Partnership for Children and Youth - https://simbli.eboardsolutions.com/SU/bolFLRuzs4PI63kJI3082w==
Website	California Healthy Kids Survey - https://simbli.eboardsolutions.com/SU/pB1UyKy4ocu6w934wTYg4g==
Website	Commission on Teacher Credentialing - https://simbli.eboardsolutions.com/SU/cxWNiqRUulsag7efc7aH4Q==
Website	CSBA - https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==
Website	U.S. Department of Education - https://simbli.eboardsolutions.com/SU/XcSsJimoslsh3XhJKy4tplus7wplusA==

Cross References

Description

0000	Vision - https://simbli.eboardsolutions.com/SU/wAnslshcV8VgSsU0OsTHZX9iA==
0200	Goals For The School District - https://simbli.eboardsolutions.com/SU/slshsE703JmyOMxkehq1pluslrslshQ==
0410	Nondiscrimination In District Programs And Activities - https://simbli.eboardsolutions.com/SU/AY47e8d8P6gOZPeVJOdHTA==
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/dw4Mu0HzpPvVSoa7fOkpVA==
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/iplusdFal2gPYgdKC0GeMxy1A==
0460	Local Control and Accountability Plan - https://simbli.eboardsolutions.com/SU/iyXUkRQ0cHZVplusLvplusla9WLQ==
0460	Local Control and Accountability Plan – https://simbli.eboardsolutions.com/SU/Shpez6eC2mvUTlzyTetlslshg==
0470	COVID-19 Mitigation Plan - https://simbli.eboardsolutions.com/SU/LslshO63e2UCwjkYWMn3JmiHw==
0500	Accountability – https://simbli.eboardsolutions.com/SU/KCaxgGbsN2qTsW6J84N47g==
1240	Volunteer Assistance – https://simbli.eboardsolutions.com/SU/1M9xplusprbi6jdNLTzV5ujplusg==
1240	Volunteer Assistance – https://simbli.eboardsolutions.com/SU/jA3Z6q6147QK312ntWuN0Q==

1312.3	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/vqhv8lslshLyYuc1rDWYByslshOw==
1312.3	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/GSzd1S7B9JslshbNoEjPwo1plusA==
1312.3-E(1)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/ucNvj1fTa1F2QLwQ7xYoYA==
1312.3-E(2)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/5T9T78F4DplusrMUNdVkY8A3Q==
1330	Use Of School Facilities - https://simbli.eboardsolutions.com/SU/KbpikpluslMdlcUeebslsha9qF0w==
1330	Use Of School Facilities - https://simbli.eboardsolutions.com/SU/axUleplus6tS7RtbSOkoXTTAg==
1330-E(1)	Use Of School Facilities - https://simbli.eboardsolutions.com/SU/wYplusQYXUj1Zb9UplusgXM7Se2Q==
1330.1	Joint Use Agreements - https://simbli.eboardsolutions.com/SU/XfJmdtRRkrnQmJDwuFnzXw==
1400	Relations Between Other Governmental Agencies And The Schools - https://simbli.eboardsolutions.com/SU/9vDjjNrZoo3g3qtd4vOtvw
1700	Relations Between Private Industry And The Schools - https://simbli.eboardsolutions.com/SU/p5wfgGeEHoojZ8mB54PIOQ==
3260	Fees And Charges - https://simbli.eboardsolutions.com/SU/HwslshhTe1wAA0zx2UkXpluszJcA==
3260	Fees And Charges - https://simbli.eboardsolutions.com/SU/HbazslshZcKYYcCs5dFwOrvNA==
3280	Sale Or Lease Of District-Owned Real Property - https://simbli.eboardsolutions.com/SU/SpluspoWltVUrM9i8gFFGlPZQ==
3280	Sale Or Lease Of District-Owned Real Property - https://simbli.eboardsolutions.com/SU/U5dUsPslshz4Uy7bplusNeVvdcg==
3540	Transportation - https://simbli.eboardsolutions.com/SU/X6xod5pYYL11qVXklkFeQ==
3550	Food Service/Child Nutrition Program - https://simbli.eboardsolutions.com/SU/tqz8zOplustF2slfMdsc6VPrQ==
3550	Food Service/Child Nutrition Program - https://simbli.eboardsolutions.com/SU/ly2eplusMEuLM2oT0vuKXJnOw==
3552	Summer Meal Program - https://simbli.eboardsolutions.com/SU/8dtw6aM4Y642WnM3FplusKQcA==
3552	Summer Meal Program - https://simbli.eboardsolutions.com/SU/SNk7G3J1BcRzdn7gOjunGQ==
3553	Free And Reduced Price Meals - https://simbli.eboardsolutions.com/SU/vqRZiZ0vfpS47tveNp5Yg==
3553	Free And Reduced Price Meals - https://simbli.eboardsolutions.com/SU/Sw9BXWslshsgYIOUqEtcFk26w==
3554	Other Food Sales https://simbli.eboardsolutions.com/SU/HQQOMNpluszB1EzWKmgb2C7Aw=
3554	Other Food Sales - https://simbli.eboardsolutions.com/SU/il7VNMVi2MMTEYYe1wEvcw==

3580	District Records - https://simbli.eboardsolutions.com/SU/67CL36r3fgpHNo9PxGjG7Q==
3580	District Records - https://simbli.eboardsolutions.com/SU/mkiMTVJ04jpROeZIRslsh7NBw==
4112.4	Health Examinations - https://simbli.eboardsolutions.com/SU/
4112.5	Criminal Record Check - https://simbli.eboardsolutions.com/SU/F4VVQLy25F1q0s4ZQ9347g==
4112.5-E(1)	Criminal Record Check - https://simbli.eboardsolutions.com/SU/hHEh1r6wplusfplusR3Uwswuce2g=
4131	Staff Development - https://simbli.eboardsolutions.com/SU/IOGNwj6wQsU7pl6pQhLslshoA==
4212.4	Health Examinations - https://simbli.eboardsolutions.com/SU/kuAktG05zAuU0plusUplusDEJEVA==
4212.5	Criminal Record Check - https://simbli.eboardsolutions.com/SU/vIKDN8TBhnxD5BirdVfs1A==
4212.5-E(1)	Criminal Record Check - https://simbli.eboardsolutions.com/SU/vtwrMlzo4BdLFkfulunaHw==
4222	Teacher Aides/Paraprofessionals - https://simbli.eboardsolutions.com/SU/aJ5Yplusk1slshJ5DMJSF3o3NRGQ
4222	Teacher Aides/Paraprofessionals - https://simbli.eboardsolutions.com/SU/f0LHaQsvVJlNe2r0xlcEpg==
4231	Staff Development - https://simbli.eboardsolutions.com/SU/bVfevNucn681Bp6GFHUYbw==
4312.4	Health Examinations - https://simbli.eboardsolutions.com/SU/JMHLB6MNjRhdbijUyFpeww==
4312.5	Criminal Record Check - https://simbli.eboardsolutions.com/SU/QOUcUY9Vm3luFHW18Cv3gQ==
4312.5-E(1)	Criminal Record Check https://simbli.eboardsolutions.com/SU/7P7FQilliC11cbGriUTuJw==
4331	Staff Development - https://simbli.eboardsolutions.com/SU/ArRQG8skAvBCp6lQeJl3Xw==
5030	Student Wellness - https://simbli.eboardsolutions.com/SU/3G12yrUTWz3DBd80aeBMIA==
5131.6	Alcohol And Other Drugs - https://simbli.eboardsolutions.com/SU/33d10RctOgxl4BeQm6plusuUg==
5131.6	Alcohol And Other Drugs - https://simbli.eboardsolutions.com/SU/yMZ5rHa8yAx7Slpdl7zckw==
5131.62	Tobacco - https://simbli.eboardsolutions.com/SU/sppdAqwLRFrJVuEoRdt8Wg==
5131.62	Tobacco - https://simbli.eboardsolutions.com/SU/DRslshj0GzqskplusgpcNiwrldUA==
5137	Positive School Climate - https://simbli.eboardsolutions.com/SU/yGNNiplus979CEkiSU2M8Kbtw==
5141.21	Administering Medication And Monitoring Health Conditions - https://simbli.eboardsolutions.com/SU/2dEqcivY5hRWfscfiQBIIA==
5141.21	Administering Medication And Monitoring Health Conditions - https://simbli.eboardsolutions.com/SU/YIPyTqSWuYsV8pu4p8VR5w==
5141.23	Asthma Management -

	https://simbli.eboardsolutions.com/SU/BEXPE1abxb784gihjXBmsA==
5141.23	Asthma Management - https://simbli.eboardsolutions.com/SU/wpHolp2PpluskmWFmeuU9gplus6Q==
5141.27	Food Allergies/Special Dietary Needs - https://simbli.eboardsolutions.com/SU/aEubeWvnSRSATHkiHoRfUQ==
5141.27	Food Allergies/Special Dietary Needs - https://simbli.eboardsolutions.com/SU/2cslshLZ5BklPnslsh9WB3plusuveZA==
5141.52	Suicide Prevention - https://simbli.eboardsolutions.com/SU/YOcRUfduLE5zAlshMBf2tg==
5141.52	Suicide Prevention - https://simbli.eboardsolutions.com/SU/slshp40bsF92cplusYqo76tEw0Ow==
5144	Discipline - https://simbli.eboardsolutions.com/SU/WplusTzKzlp637QAoNv8iF35g==
5144	Discipline - https://simbli.eboardsolutions.com/SU/ijXlzhxi0oMNZN2h5ykHkw==
5145.6	Parent/Guardian Notifications - https://simbli.eboardsolutions.com/SU/KfMKwvu1XmzFCy8uho7aslsHA=
5145.6-E(1)	Parent/Guardian Notifications - https://simbli.eboardsolutions.com/SU/v6hK1kjdaUrmAmW9Nplus2plusQ=
5145.9	Hate-Motivated Behavior - https://simbli.eboardsolutions.com/SU/0hytEaqWR2mD9oplusefYWJsA==
5147	Dropout Prevention – https://simbli.eboardsolutions.com/SU/XxC4tTPkR2Ty6q0yaslsHHlyw==
5148	Child Care And Development - https://simbli.eboardsolutions.com/SU/1oFfPgmXNoVLIISHGBzDqOQ==
5148	Child Care And Development - https://simbli.eboardsolutions.com/SU/0vXHLN5V4fRaLLmoFgtwrQ==
6011	Academic Standards - https://simbli.eboardsolutions.com/SU/Zjr4h9oLpeF5Xyplusw40Zqnw==
6020	Parent Involvement - https://simbli.eboardsolutions.com/SU/S8YqslshLDZSNVb1oNwQ8p6Ow==
6020	Parent Involvement - https://simbli.eboardsolutions.com/SU/GHZ8X6ibZYapslsh2vhKFeUsA==
6142.4	Service Learning/Community Service Classes - https://simbli.eboardsolutions.com/SU/Nplusu6pQQZDgBupZVPiMolzQ==
6142.6	Visual And Performing Arts Education - https://simbli.eboardsolutions.com/SU/0tjSciWv1Vxi2TEleMAwPw
6142.7	Physical Education And Activity - https://simbli.eboardsolutions.com/SU/==JSewKAIJnUKFDJ8SEmlaOg==
6142.7	Physical Education And Activity - https://simbli.eboardsolutions.com/SU/rrxSKp4zplusyrTZ4XvlqZ0Wg==
6142.91	Reading/Language Arts Instruction - https://simbli.eboardsolutions.com/SU/F0K8Z9GpvJF59v7eG2TIGQ==
6142.92	Mathematics Instruction - https://simbli.eboardsolutions.com/SU/H4pybYu7RwXoLmyYJJsa0A==
6142.93	Science Instruction -

	https://simbli.eboardsolutions.com/SU/sDyjU48Uw7gUkvzSe3GVeg==
6145	Extracurricular And Cocurricular Activities - https://simbli.eboardsolutions.com/SU/7cY2fsPcplusGcO5ZJW8SfGslshQ==
6145	Extracurricular And Cocurricular Activities - https://simbli.eboardsolutions.com/SU/KgJkFfdEnD4jh9dqsIshc8cZg==
6154	Homework/Makeup Work - https://simbli.eboardsolutions.com/SU/SvHsjpofRtDsIOeSg4JSZg==
6159	Individualized Education Program - https://simbli.eboardsolutions.com/SU/naqX8DfCGAKzm6WxdI2xYg==
6159	Individualized Education Program - https://simbli.eboardsolutions.com/SU/y0Nplus9t1ecowMNpSKnOtWvA==
6163.4	Student Use Of Technology - https://simbli.eboardsolutions.com/SU/njLe7plus9rzTslsh44Xj6YGQdgA==
6163.4-E(1)	Student Use Of Technology - https://simbli.eboardsolutions.com/SU/bbxvBCxvYEJbCplusXC1sj92w==
6170.1	Transitional Kindergarten - https://simbli.eboardsolutions.com/SU/umxKJSEpQ1PEPmZMr3cuxg==
6171	Title I Programs - https://simbli.eboardsolutions.com/SU/4PZd5zNrjqdMo6ZevvQplusNA==
6171	Title I Programs - https://simbli.eboardsolutions.com/SU/VxSbjJomQSpxtsHICslshlgzw==
6173	Education For Homeless Children - https://simbli.eboardsolutions.com/SU/FVGJWSuVK9IVplus1587iF8ZQ==
6173	Education For Homeless Children - https://simbli.eboardsolutions.com/SU/N7jOlC5sFMAZhhT2irC1HA==
6173-E(1)	Education For Homeless Children - https://simbli.eboardsolutions.com/SU/ZhrbVMwkRZsMjD8B553QCw==
6173-E(2)	Education For Homeless Children - https://simbli.eboardsolutions.com/SU/yxdC7oor5aa2uv8pRmznBg==
6173.1	Education For Foster Youth - https://simbli.eboardsolutions.com/SU/6xtoj9pRLy9TslshB5F9rWScA==
6173.1	Education For Foster Youth - https://simbli.eboardsolutions.com/SU/48HGp0hTQ4ATLnWiHt1SBQ==
6175	Migrant Education Program - https://simbli.eboardsolutions.com/SU/B9gC3W0gslshpwnHfHuUQ5AA==
6175	Migrant Education Program - https://simbli.eboardsolutions.com/SU/uo4fJOM3KlbxxRr5kJVqUg==
6176	Weekend/Saturday Classes - https://simbli.eboardsolutions.com/SU/A87FxUplusN07IslshSquww3Bq2w==
6177	Summer Learning Programs - https://simbli.eboardsolutions.com/SU/ihv16foAk72gfHFX9plusf8Sg==
6178	Career Technical Education - https://simbli.eboardsolutions.com/SU/LjkQcpx1DRGUhkAZEKbJhA==
6178	Career Technical Education - https://simbli.eboardsolutions.com/SU/ETPPNKcGLplusTU0sRKmKMZFw==
6179	Supplemental Instruction - https://simbli.eboardsolutions.com/SU/FZqV17xio0tuOcGf68qi3A==

Regulation 5148.2: Before/After School Programs

Status: IN REVISION

Original Adopted Date: 01/21/2009 | **Last Revised Date:** 12/01/2022 | **Last Reviewed Date:** 12/01/2022

Definitions

Expanded learning opportunities means before school, after school, summer, vacation, and/or intersessional learning programs that focus on developing the academic, social, emotional, and physical needs and interests of students through hands-on, engaging learning experiences. Expanded learning opportunities does not mean an extension of instructional time, but rather, opportunities to engage students in enrichment, play, nutrition, and other developmentally appropriate activities. (Education Code 8482.1, 46120)

Offer access, with regard to an Expanded Learning Opportunities (ELO) program, means to recruit, advertise, publicize, or solicit through culturally and linguistically effective and appropriate communication channels. (Education Code 46120)

Provide access, with regard to an ELO program, means to register or enroll a student in an ELO program. (Education Code 46120)

Unduplicated student means a student enrolled in a district who is either classified as an English learner, eligible for a free or reduced-price meal, or is a foster youth. (Education Code 42238.02, 46120)

Grades TK-6

The district's After School Education and Safety (ASES) program or 21st Century Community Learning Center (21st CCLC) program shall serve students in any of grades TK-6 as the district may determine based on local needs. (Education Code 8482.3, 8484.7, 8484.75, 8484.8)

The district's ELO program shall serve students in grades TK-6. (Education Code 46120)

The district's programs shall be planned through a collaborative process that includes parents/guardians, students, and representatives of participating schools, governmental agencies, including city and county parks and recreation departments, local law enforcement, community organizations, and the private sector. As appropriate, the Superintendent or designee may include other stakeholders in such collaborative process. (Education Code 8482.5, 8484.75, 46120)

For the 2022-23 school year, the district shall offer access to ELO programs to all unduplicated students in grades TK-6 and provide access to such programs to at least 50 percent of enrolled unduplicated students. (Education Code 46120)

Commencing with the 2023-24 school year, the district shall offer access to the ELO program to all classroom-based students in grades TK-6. The district shall provide access to any student whose parent/guardian requests placement in an ELO program.

The Superintendent or designee shall ensure that the plan to provide access to full-day learning programs the year before kindergarten addresses the needs of children and their families as specified in BP 6170.1 - Transitional Kindergarten. (Education Code 8322)

The district's ASES, 21st CCLC, and ELO program(s) shall be operated in accordance with the following:

1. Program Elements

- a. The program shall include an educational and literacy element in which tutoring or homework assistance is provided in language arts, mathematics, history and social science, computer training, and/or science. (Education Code 8482.3, 8484.75, 46120)
- b. The program shall include an educational enrichment element which may include, but is not limited to, fine arts, career technical education, recreation, technology, physical fitness, and prevention activities. (Education Code 8482.3, 8484.75, 46120)

2. Nutrition

- a. Snacks or meals made available in the program shall conform to nutrition standards specified in Education Code 49430-49434 or 42 USC 1766 as applicable. (Education Code 8482.3, 8484.75, 46120; 42 USC 1766-1766a; 7 CFR 226.17)
- b. The district's before-school program shall offer a breakfast meal as described in Education Code 49553 for all program participants. (Education Code 8483.1, 8484.75)

3. Location of Program

- a. The program may be offered at one or multiple school sites and/or at an easily available and accessible off-campus facility. (Education Code 8482.3, 8484.75)
- b. When there is a significant barrier to student participation in either the before-school or after-school component of a program at the school of attendance, the Superintendent or designee may, with the approval of the Superintendent of Public Instruction, provide services at another school site. Such transfer of services shall occur only if the school to which the program will be transferred agrees to receive students from the transferring school and has an existing grant of the same type as the transferring school, or does not have a 10-percent lower percentage of students eligible for free or reduced-price meals than the transferring school. A significant barrier includes any of the following: (Education Code 8482.8, 8484.75)
 - i. Fewer than 20 students participating in the program component
 - ii. Extreme transportation constraints, including, but not limited to, desegregation busing, busing for magnet or open enrollment schools, or student dependence on public transportation
 - iii. A reduction in the program grant of an existing school due to its merging into a new school opened by the district or the splitting of its students with a new school

In such cases, the district shall arrange for safe, supervised transportation between school sites; ensure communication among staff in the regular school program, staff in the before-school or after-school program, and parents/guardians; and ensure alignment of the educational and literacy elements with the regular school program of participating students. (Education Code 8482.8, 8484.75)

4. Staffing

- a. All staff members who directly supervise students shall, at a minimum, meet the qualifications for an instructional aide. (Education Code 8483.4, 8484.75, 45330, 45344, 45344.5)
- b. All program staff and volunteers shall be subject to the health screening and fingerprint clearance requirements in law and Board policy. (Education Code 8483.4, 8484.75)

- c. The student-to-staff ratio shall be no more than 20 to 1, except that programs serving transitional kindergarten or kindergarten students shall maintain a student-to-staff member ratio of no more than 10 to 1 (Education Code 8483.4, 8484.75, 46120)

5. Hours of Operation

- a. A before-school program shall not operate for less than one and one-half hours per regular school day. (Education Code 8483.1, 8484.75)
- b. An after-school program shall begin immediately upon the conclusion of the regular school day and shall operate a minimum of 15 hours per week and at least until 6 p.m. on every regular school day. (Education Code 8483, 8484.75)
- c. An ELO program shall provide in-person before or after school expanded learning opportunities that, when added to daily instructional minutes, shall not be less than nine hours of combined instructional time and expanded learning opportunities per instructional day. (Education Code 46120)

6. Admissions

- a. Every student attending a school operating a program is eligible to participate in the program, subject to program capacity. (Education Code 8482.6, 8484.75)
- b. If the number of students wishing to participate in the program exceeds program capacity, students shall be selected for enrollment based on the following guidelines:
 - i. First priority for enrollment shall be given to students who are identified as homeless youth, as defined by the McKinney-Vento Homeless Assistance Act (42 USC 11434a), at the time they apply for enrollment or at any time during the school year, to students who are identified by the program as being in foster care, and to students who are eligible for free or reduced-price meals. (Education Code 8483, 8483.1, 8484.75)

The district is not required to disenroll a current student in order to secure the enrollment of a student who has priority for enrollment. (Education Code 8483, 8483.1)

The district shall inform the parent/guardian of a homeless or foster youth, or student eligible for free or reduced price meals, of the right of the child to receive priority enrollment and how to request priority enrollment. (Education Code 8483, 8484.75)

- ii. Second priority for enrollment of middle or junior high school students shall be given to students who attend daily. (Education Code 8483, 8483.1, 8484.75)
- iii. Third priority for enrollment shall be given to students identified as in need of academic remediation or support in accordance with Board policy or administrative regulation.
- iv. Any remaining capacity shall be filled by students selected at random.
- v. A waiting list shall be established to accommodate additional students if space becomes available.

7. Attendance/Early Release

- a. Each student admitted into a district program shall be expected to attend the full number of hours that the program is in operation every day that the student participates. An ELO program offered pursuant to Education Code 46120 does not have an attendance requirement, but the district may track student attendance for safety and continuous quality improvement

purposes. When combining ELO-P with ASES/21stCCLC, the program must implement what is required by ASES and 21stCCLC. ⁷⁰

- b. When necessary, a student's parent/guardian may request, in writing, that the Superintendent or designee approve the reasonable late daily arrival for the before-school program or the reasonable early daily release from the after-school program. The Superintendent or designee shall not approve such a request if the student would be attending less than one-half of the daily program hours.

8. Summer/Intersession/Vacation Programs

- a. ELO programs shall offer no less than nine hours of in-person expanded learning opportunities per day for at least 30 non-school days, during intersessional periods.
- b. A before-school program operating during summer, intersession, and/or vacation days shall be offered for a minimum of two hours per day. An after-school program offered during summer, intersession, and/or vacation days may be operated for either three hours or six hours per day in accordance with Education Code 8483.76. When both before-school and after-school programs are offered for the same students on such days, they shall be operated for a minimum of four and one-half hours per day. (Education Code 8483, 8483.1, 8483.2, 8483.76)
- c. A program offered during summer, intersession, and/or vacation periods may open eligibility to every student attending a school in the district, with priority for enrollment given to students enrolled in the school that received the grant. (Education Code 8483.76)
- d. To address the needs of students and school closures, the program may be conducted at an off-site location or an alternate school site. The program shall notify the California Department of Education (CDE) of the change of location and shall include a plan to provide safe transportation pursuant to Education Code 8484.6. (Education Code 8483.76)
- e. Any program operating for six hours per day shall provide at least one nutritionally adequate free or reduced-price meal to each eligible student during each program day. (Education Code 8483.76)
- f. For any program operating six hours per day, district procedures pertaining to student attendance and early release as specified in item #7 above shall apply. (Education Code 8483.76)

Volunteers

The Superintendent or designee may establish a registry of volunteer after-school physical recreation instructors and other before-school and after-school program volunteers. (Education Code 35021.3)

To be included in the registry, a volunteer shall submit to a criminal background check pursuant to Education Code 45125. The volunteer shall also submit current contact information to the district and shall update that information whenever the information changes. (Education Code 35021.3)

The Superintendent or designee may use a volunteer registered with the district or may select another person to provide physical recreation to students after school hours or to provide other services. (Education Code 35021.3)

Reports

The Superintendent or designee shall annually submit to CDE outcome-based data, including, but not limited to:

(Education Code 8427, 8482.3, 8484)

1. For participating students, school day attendance on an annual basis and program attendance on a semi-annual basis
2. Evidence of a program quality improvement process that is data driven and based on CDE program quality standards

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State References	Description
Ed. Code 17260-17268	Plans and specifications for school facilities - https://simbli.eboardsolutions.com/SU/K93eKC5SslshBGM5azLOpZgig==
Ed. Code 17264	New construction; accommodation of before- and after-school programs
Ed. Code 35021.3	After-school physical recreation instructors
Ed. Code 45125	Criminal record check
Ed. Code 45330	Paraprofessionals; instructional aides
Ed. Code 45340-45349	Paraprofessionals; instructional aides
Ed. Code 46120	Expanded learning opportunities
Ed. Code 49024	Activity Supervisor Clearance Certificate
Ed. Code 49430-49434	Nutrition standards
Ed. Code 49540-49546	Child care food program
Ed. Code 49553	Free or reduced-price meals
Ed. Code 69430-69460	Cal Grant program
Ed. Code 8263	Eligibility and priorities for subsidized child development services
Ed. Code 8273.1	Family fees; exemptions
Ed. Code 8295-8305	Child development program; personnel qualifications
Ed. Code 8322	California Prekindergarten Planning and Implementation Grant Program
Ed. Code 8350-8359.1	Programs for CalWORKS recipients
Ed. Code 8360-8370	Personnel qualifications
Ed. Code 8420-8428	21st Century High School After School Safety and Enrichment Program for Teens
Ed. Code 8482-8484.65	After School Education and Safety Program
Ed. Code 8484.7-8484.9	21st Century Community Learning Centers
Ed. Code 8490-8490.7	Distinguished After School Health Recognition Program
W&I Code 10207-10490	Child Care and Development Services Act
W&I Code 10273	Preferred placement for otherwise eligible children ages 11 or 12
Federal References	Description
20 USC 6311	State plan
20 USC 6314	Title I schoolwide program
20 USC 7171-7176	21st Century Community Learning Centers
42 USC 11434a	Education for homeless children and youths
42 USC 1766-1766a	Child and Adult Care Food Program
7 CFR 226.17	Child care center nutrition standards

Management Resources References	Description
California Department of Education Publication	Early Release and Late Arrival Guidance, December 2021
California Department of Education Publication	Quality Program Improvement Plan Instructions: Instructions for Completing a Quality Program Improvement Plan for Expanded Learning Programs in California, January 2022
California Department of Education Publication	21st CCLC and ASSETs FAQs, October 2022
California Department of Education Publication	Request for Applications: 21st Century Community Learning Centers and After School Safety and Enrichment for Teens, September 2022
California Department of Education Publication	Expanded Learning Opportunities Program FAQs, July 2022
California Department of Education Publication	Quality Standards for Expanded Learning in California: Creating and Implementing a Shared Vision of Quality, 2014
California Department of Education Publication	A Crosswalk Between the Quality Standards for Expanded Learning and Program Quality Assessment Tools, 2014
California Department of Education Publication	California After School Physical Activity Guidelines, 2009
U.S. Department of Education Publication	21st Century Community Learning Centers, Nonregulatory Guidance, February 2003
Website	California Afterschool Network - https://simbli.eboardsolutions.com/SU/SxeV5viyxZcyTRCEjxToLg==
Website	California Child and Adult Care Food Program - https://simbli.eboardsolutions.com/SU/NJK4oDHRD9iO9OQxRYnX1g==
Website	CSBA District and County Office of Education Legal Services https://simbli.eboardsolutions.com/SU/UdykszdmPETuDsIshXk6R5akQ==
Website	California Department of Education, Expanded Learning - https://simbli.eboardsolutions.com/SU/0DHRmisIU5JVqzrlbgBQSQ==
Website	U.S. Department of Agriculture - https://simbli.eboardsolutions.com/SU/njpdBqDfo1Mslsh1ZLplusszTslshRw==
Website	California School-Age Consortium - https://simbli.eboardsolutions.com/SU/laEri3DXJqbIplusxNsL8qbiA==
Website	Partnership for Children and Youth - https://simbli.eboardsolutions.com/SU/bolflRuzs4PI63kJl3082w==
Website	California Healthy Kids Survey - https://simbli.eboardsolutions.com/SU/pB1UyKy4ocu6w934wTYg4g==
Website	Commission on Teacher Credentialing - https://simbli.eboardsolutions.com/SU/cxWNIqRUulsaq7efc7aH4Q==
Website	CSBA - https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==
Website	U.S. Department of Education - https://simbli.eboardsolutions.com/SU/XcSsJimoslsh3XhJKy4tplus7wplusA==
Cross References	Description
0000	Vision - https://simbli.eboardsolutions.com/SU/wAnsIshcV8VgSsU0OsTHZX9iA==
0200	Goals For The School District - https://simbli.eboardsolutions.com/SU/slshsE703JmyOMxkehq1pluslrslshQ==

0410	Nondiscrimination In District Programs And Activities - https://simbli.eboardsolutions.com/SU/AY47e8d8P6gOZPeVJOdHTA==
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/dw4Mu0HzpPvVSoa7fOkpVA==
0450	Comprehensive Safety Plan – https://simbli.eboardsolutions.com/SU/iplusdFaI2gPYgdKC0GeMxy1A==
0460	Local Control And Accountability Plan - https://simbli.eboardsolutions.com/SU/iyXUkRQ0cHZVplusLvplusla9WLQ
0460	Local Control And Accountability Plan - https://simbli.eboardsolutions.com/SU/Shpez6eC2mvUTlzyTetlslshg
0470	COVID-19 Mitigation Plan - https://simbli.eboardsolutions.com/SU/LslshO63e2UCwjkYWmn3JmiHw==
0500	Accountability - https://simbli.eboardsolutions.com/SU/KCaxgGbsN2qTsW6J84N47g==
1240	Volunteer Assistance - https://simbli.eboardsolutions.com/SU/1M9xplusprbi6jdNLTzV5ujplusg==
1240	Volunteer Assistance - https://simbli.eboardsolutions.com/SU/jA3Z6q6147QK312ntWuN0Q
1312.3	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/vqhv8lslshLyYuc1rDWYByslshOw==
1312.3	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/GSzd1S7B9JslshbNoEjPwo1plusA==
1312.3-E(1)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/ucNvj1fTa1F2QLwQ7xYoYA==
1312.3-E(2)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/5T9T78F4DplusrMUNdVkY8A3Q==
1330	Use Of School Facilities - https://simbli.eboardsolutions.com/SU/KbpikplusIMdlcUeebslsha9qF0w==
1330	Use Of School Facilities - https://simbli.eboardsolutions.com/SU/axUleplus6tS7RtbSOkoXTTAg==
1330-E(1)	Use of School Facilities - https://simbli.eboardsolutions.com/SU/wYplusQYXUj1Zb9UplusgXM7Se2Q==
1330.1	Joint Use Agreements - https://simbli.eboardsolutions.com/SU/XfJmdtRRkrnQmJDwuFnzXw==
1400	Relations Between Other Governmental Agencies And The Schools - https://simbli.eboardsolutions.com/SU/9vDjjNrZoo3g3qtd4vOtvw==
1700	Relations Between Private Industry And The Schools - https://simbli.eboardsolutions.com/SU/p5wfgGeEHoojZ8mB54PIOQ==
3260	Fees And Charges - https://simbli.eboardsolutions.com/SU/HwslshhTe1wAA0zx2UkXpluszJcA==
3260	Fees And Charges - https://simbli.eboardsolutions.com/SU/HbazslshZcKYycCs5dFwOrvNA==
3280	Sale Or Lease Of District-Owned Real Property - https://simbli.eboardsolutions.com/SU/SpluspoWltVUrM9i8gFFGlpZQ==
3280	Sale Or Lease Of District-Owned Real Property - https://simbli.eboardsolutions.com/SU/U5dUsPslshz4Uy7bplusNeVvdcg==
3540	Transportation - https://simbli.eboardsolutions.com/SU/5X6xod5pYYL11qVXklkFeQ==

3550	Food Service/Child Nutrition Program - https://simbli.eboardsolutions.com/SU/tqz8zOplustF2sIfMdsc6VPrQ==
3550	Food Service/Child Nutrition Program - https://simbli.eboardsolutions.com/SU/Iy2eplusMEuLM2oT0vuKXJnOw==
3552	Summer Meal Program – https://simbli.eboardsolutions.com/SUSNk7G3J1BcRzdn7gOjunGQ==
3552	Summer Meal Program – https://simbli.eboardsolutions.com/SU/8dtw6aM4Y642WnM3FplusKQcA==
3553	Free and Reduced Price Meals – https://simbli.eboardsolutions.com/SU/vqRZlZ0vfpS47tveNNp5Yg==
3553	Free and Reduced Price Meals - https://simbli.eboardsolutions.com/SU/Sw9BXWslshsgYIOUqEtcFk26w==
0554	Other Food Sales – https://simbli.eboardsolutions.com/SU/HQQOMNpluszB1EzWKmgb2C7Aw==
3554	Other Food Sales - https://simbli.eboardsolutions.com/SU/il7VNMVi2MMTEYYe1wEvcw==
3580	District Records - https://simbli.eboardsolutions.com/SU/67CL36r3fgpHN09PxGjG7Q==
3580	District Records - https://simbli.eboardsolutions.com/SU/mkiMTVJ04jpROeZlRslsh7NBw==
4112.4	Health Examinations - https://simbli.eboardsolutions.com/SU/5UYh3yplWJzplusq2x2as8XEw==
4112.5	Criminal Record Check - https://simbli.eboardsolutions.com/SU/F4VVQLy25F1q0s4ZQ9347g==
4112.5-E(1)	Criminal Record Check - https://simbli.eboardsolutions.com/SU/hHEh1r6wplusfplusR3Uwswuce2g==
4131	Staff Development - https://simbli.eboardsolutions.com/SU/IOGNwj6wQsU7pl6pQhLslshoA==
4212.4	Health Examinations - https://simbli.eboardsolutions.com/SU/kuAktG05zAuU0plusUplusDEJEVA==
4212.5	Criminal Record Check - https://simbli.eboardsolutions.com/SU/vIKDN8TBhnxD5BirdVfs1A==
4212.5-E(1)	Criminal Record Check https://simbli.eboardsolutions.com/SU/vtwrMlzo4BdLFkfulunaHw==
4222	Teacher Aides/Paraprofessionals - https://simbli.eboardsolutions.com/SU/aJ5Yplusk1slshJ5DMJSF3o3NRGQ==
4222	Teacher Aides/Paraprofessionals - https://simbli.eboardsolutions.com/SU/f0LHaQsvVJlNe2r0xlCepg==
4231	Staff Development - https://simbli.eboardsolutions.com/SU/bVfevNucn681Bp6GFHUYbw==
4312.4	Health Examinations - https://simbli.eboardsolutions.com/SU/JMHLB6MNjRhdbijUyFpeww==
4312.5	Criminal Record Check - https://simbli.eboardsolutions.com/SU/QOUcUY9Vm3luFHW18Cv3gQ==

4312.5-E(1)	Criminal Record Check https://simbli.eboardsolutions.com/SU/7P7FQilliC11cbGriUTuJw==
4331	Staff Development - https://simbli.eboardsolutions.com/SU/ArRQG8skAvBCp6lQeJI3Xw==
5030	Student Wellness - https://simbli.eboardsolutions.com/SU/3G12yrUTWz3DBd80aeBMIA==
5131.6	Alcohol And Other Drugs - https://simbli.eboardsolutions.com/SU/33d10RctOgxI4BeQm6plusuUg==
5131.6	Alcohol And Other Drugs - https://simbli.eboardsolutions.com/SU/yMZ5rHa8yAx7Slpdl7zcKw==
5131.62	Tobacco - https://simbli.eboardsolutions.com/SU/sppdAqwLRFrJVuEoRdt8Wg==
5131.62	Tobacco - https://simbli.eboardsolutions.com/SU/DRslshjOGzqskplusgpcNiwrlUA==
5137	Positive School Climate - https://simbli.eboardsolutions.com/SU/yGNNiplus979CEkiSU2M8Kbtw==
5141.21	Administering Medication And Monitoring Health Conditions - https://simbli.eboardsolutions.com/SU/2dEqcivY5hRWfscfIQBIIA==
5141.21	Administering Medication And Monitoring Health Conditions - https://simbli.eboardsolutions.com/SU/YIPyTqSWuYsV8pu4p8VR5w==
5141.23	Asthma Management - https://simbli.eboardsolutions.com/SU/BEXPE1abxb784gihjXBmsA==
5141.23	Asthma Management - https://simbli.eboardsolutions.com/SU/wpHolp2PpluskmWFmeuU9gplus6Q==
5141.27	Food Allergies/Special Dietary Needs - https://simbli.eboardsolutions.com/SU/aEubeWvnSRSATHkiHoRfUQ==
5141.27	Food Allergies/Special Dietary Needs - https://simbli.eboardsolutions.com/SU/2cslshLZ5BklPnslsh9WB3plusuveZA==
5141.52	Suicide Prevention - https://simbli.eboardsolutions.com/SU/YOcRUFDuLE5zAlshMBf2tg==
5141.52	Suicide Prevention - https://simbli.eboardsolutions.com/SU/slshp40bsF92cplusYqo76tEw0Ow==
5144	Discipline - https://simbli.eboardsolutions.com/SU/WplusTzKzIp637QAoNv8iF35g==
5144	Discipline - https://simbli.eboardsolutions.com/SU/ijXlzhxi0oMNZN2h5ykHkw==
5145.6	Parent/Guardian Notifications - https://simbli.eboardsolutions.com/SU/KfMKwvu1XmzFCy8uho7aslsA==
5145.6-E(1)	Parent/Guardian Notifications - https://simbli.eboardsolutions.com/SU/v6hK1kjDAuMrmAmW9Nplus2plusQ==
5145.9	Hate-Motivated Behavior - https://simbli.eboardsolutions.com/SU/0hytEaqWR2mD9oplusefYWJsA==
5147	Dropout Prevention - https://simbli.eboardsolutions.com/SU/XxC4tTPkR2Ty6q0yaslsHHlyw==
5148	Child Care And Development - https://simbli.eboardsolutions.com/SU1oFfPgmXNoVlISHGBzDqOQ==

5148	Child Care And Development - https://simbli.eboardsolutions.com/SU/0vXHLN5V4fRaILmoFgtwrQ==
6011	Academic Standards - https://simbli.eboardsolutions.com/SU/Zjr4h9oLpeF5Xyplusw40Zqnw==
6020	Parent Involvement - 5147 https://simbli.eboardsolutions.com/SU/S8YqslshLDZSNVb1oNwQ8p6Ow==
6020	Parent Involvement - https://simbli.eboardsolutions.com/SU/GHZ8X6ibZYapslsh2vhKFeUsA==
6142.4	Service Learning/Community Service Classes - https://simbli.eboardsolutions.com/SU/Nplusu6pQQZDgBupZVPiMolzQ==
6142.6	Visual And Performing Arts Education - https://simbli.eboardsolutions.com/SU/0tjSciWv1Vxi2TEIeMAwPw
6142.7	Physical Education And Activity - https://simbli.eboardsolutions.com/SU/== https://simbli.eboardsolutions.com/SU/JSewKAlJnUKFDJ8SEmlaOg==
6142.7	Physical Education And Activity - https://simbli.eboardsolutions.com/SU/rrxSKp4zplusyrTZ4XvlqZ0Wg==
6142.91	Reading/Language Arts Instruction - https://simbli.eboardsolutions.com/SU/F0K8Z9GpvJF59v7eG2TIGQ==
6142.92	Mathematics Instruction - https://simbli.eboardsolutions.com/SU/H4pybYu7RwXoLmyYJJsa0A==
6142.93	Science Instruction - https://simbli.eboardsolutions.com/SU/sDyjU48Uw7gUkvzSe3GVeg==
6145	Extracurricular And Cocurricular Activities - https://simbli.eboardsolutions.com/SU/7cY2fsPcplusGcO5ZJW8SfGslshQ==
6145	Extracurricular And Cocurricular Activities - https://simbli.eboardsolutions.com/SU/KgJkFfdEnD4jh9dqslshc8cZg==
6154	Homework/Makeup Work - https://simbli.eboardsolutions.com/SU/SvHsipopofRtDslOeSg4JSZg==
6159	Individualized Education Program - https://simbli.eboardsolutions.com/SU/naqX8DfCGAKzm6WxdI2xYg==
6159	Individualized Education Program - https://simbli.eboardsolutions.com/SU/y0Nplus9t1ecowMNpSKnOtWvA==
6163.4	Student Use Of Technology - https://simbli.eboardsolutions.com/SU/njLe7plus9rzTslsh44Xi6YGQdgA==
6163.4-E(1)	Student Use Of Technology - https://simbli.eboardsolutions.com/SU/bbxvBCxvYEJbCplusXC1sj92w==
6170.1	Transitional Kindergarten - https://simbli.eboardsolutions.com/SU/umxKJSEpQ1PEPmZMr3cuxg==
6171	Title I Programs - https://simbli.eboardsolutions.com/SU/4PZd5zNrqdMo6ZevvQplusNA==
6171	Title I Programs - https://simbli.eboardsolutions.com/SU/VxSbjJomQSpxtsHlCslshlgzw==
6173	Education For Homeless Children - https://simbli.eboardsolutions.com/SU/FVGJWSuVK9IVplus1587iF8ZQ==

6173	Education For Homeless Children - https://simbli.eboardsolutions.com/SU/N7jOlc5sFMAZhT2irC1HA==
6173-E(1)	Education For Homeless Children - https://simbli.eboardsolutions.com/SU/ZhrbVMwkRZsMjD8B553QCw==
6173-E(2)	Education For Homeless Children - https://simbli.eboardsolutions.com/SU/yxdC7oor5aa2uv8pRmznBg==
6173.1	Education For Foster Youth - https://simbli.eboardsolutions.com/SU/6xtoj9pRLy9TslshB5F9rWScA==
6173.1	Education For Foster Youth - https://simbli.eboardsolutions.com/SU/48HGp0hTQ4ATLnWiHt1SBQ==
6175	Migrant Education Program - https://simbli.eboardsolutions.com/SU/B9gC3W0gslshpwnHfHuUQ5AA==
6175	Migrant Education Program - https://simbli.eboardsolutions.com/SU/uo4fJ0M3KlbxxRr5kJVqUg==
6176	Weekend/Saturday Classes - https://simbli.eboardsolutions.com/SU/A87FxUplusN07lslshSquww3Bq2w==
6177	Summer Learning Programs - https://simbli.eboardsolutions.com/SU/ihv16foAk72gfHFX9plusf8Sg==
6178	Career Technical Education - https://simbli.eboardsolutions.com/SU/LJkQcpx1DRGUhkAZEKbJhA==
6178	Career Technical Education - https://simbli.eboardsolutions.com/SU/ETPPNKcGLplusTU0sRKmKMZFw==
6179	Supplemental Instruction - https://simbli.eboardsolutions.com/SU/FZqV17xjo0tuOcGf68qi3A=

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Karen McConnell

DATE: February 23, 2023

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: March 8, 2023

ITEM: Review recommended revisions to Administrative Regulation 6164.4 -
Identification and Evaluation of Individuals for Special Education

PURPOSE: Administrative Regulation 6164.4 - Identification and Evaluation of Individuals for Special Education Regulation updated to reflect NEW LAW (SB 188, 2022), requiring each district to designate a main point of contact for coordinating and completing the transition of a child and family from Part C (Early Intervention Program for Infants and Toddlers with Disabilities) to Part B (Assistance for Children with Disabilities) of IDEA.

FISCAL IMPACT: None

RECOMMENDATIONS: Approve

Regulation 6164.4: Identification And Evaluation Of Individuals For Special Education

Status: IN REVISION

Original Adopted Date: 05/16/2001 | **Last Revised Date:** 12/01/2022 | **Last Reviewed Date:** 12/01/2022

The Superintendent or designee shall ensure that the district's child find process includes the collection of data and, at reasonable intervals, the screening of such data to determine if students are making adequate progress, as appropriate.

A student shall be referred for special education instruction and services only after the resources of the regular education program have been considered and used where appropriate. (Education Code 56303)

However, the district shall ensure that evaluations of children suspected of having a disability are not delayed or denied because of the implementation of response to intervention strategies.

A parent/guardian or the district may initiate a request for an initial evaluation to determine if the student is a student with a disability. (34 CFR 300.301)

When a verbal referral is made, staff shall offer assistance to the individual to make the request in writing and shall assist the individual if the individual requests such assistance. (5 CCR 3021)

All referrals from school staff for an initial evaluation shall include a brief reason for the referral and description of the regular program resources that were considered and/or modified for use with the student and, when appropriate, the results of intervention. This documentation shall not delay the timelines for completing the assessment plan or assessment. (5 CCR 3021)

Initial Evaluation for Special Education Services

Before the initial provision of special education and related services to a student with a disability, the district shall conduct an individual initial evaluation of the student's educational needs related to all areas of suspected disability. (Education Code 56320; 34 CFR 300.301)

Upon receipt of a referral of any student for special education and related services, a proposed evaluation plan shall be developed within 15 calendar days, not counting days between the student's regular school sessions or terms or calendar days of school vacation in excess of five school days, unless the parent/guardian agrees, in writing, to an extension. If the referral is made within 10 days or less prior to the end of the student's regular school year or term, the proposed evaluation plan shall be developed within 10 days after the beginning of the next regular school year or term. (Education Code 56043, 56321)

The proposed evaluation plan shall meet all of the following requirements: (Education Code 56321)

1. Be in a language easily understood by the general public
2. Be provided in the native language of the parent/guardian or other mode of communication used by the parent/guardian unless it is clearly not feasible
3. Explain the types of evaluation to be conducted
4. State that no individualized education program (IEP) will result from the evaluation without parent/guardian consent

A copy of the notice of a parent/guardian's rights and procedural safeguards shall be attached to the evaluation plan.

(Education Code 56321)

The proposed written evaluation plan shall include a description of recent assessments conducted, including available independent assessments and assessment information requested by the

parent/guardian to be considered, as well as information indicating the student's primary language and the student's primary language proficiency as determined by Education Code section 52164.1. (5 CCR 3022)

Before conducting an initial evaluation, the district shall provide the parent/guardian with prior written notice in accordance with 34 CFR 300.503. In addition, as part of the evaluation plan, the parent/guardian shall receive written notice that includes all of the following information: (Education Code 56329; 34 CFR 300.304, 300.502, 300.504)

1. Upon completion of the administration of tests and other evaluation materials, an IEP team meeting that includes the parent/guardian or the parent/guardian's representative shall be scheduled pursuant to Education Code 56341. At this meeting, the team shall determine whether or not the student is a student with disabilities, as defined in Education Code 56026, and shall discuss the evaluation, the educational recommendations, and the reasons for the recommendations.
2. When making a determination of eligibility for special education, the district shall not determine that the student is disabled if the primary factor for such determination is lack of appropriate instruction in reading, including the essential components of reading instruction as defined in 20 USC 6368, lack of appropriate instruction in mathematics, or limited English proficiency, if the student does not otherwise meet the eligibility criteria under 34 CFR 300.8.
3. A copy of the evaluation report and the documentation of determination of eligibility shall be given to the parent/guardian.
4. If the parent/guardian disagrees with an evaluation obtained by the district, the parent/guardian has the right to obtain, at public expense, an independent educational evaluation (IEE) of the student from qualified specialists, in accordance with 34 CFR 300.502. The parent/guardian is entitled to only one such evaluation at public expense each time the district conducts an assessment with which the parent/guardian disagrees.

If the district observed the student in conducting its evaluation, or if its evaluation procedures make it permissible to have in-class observation of the student, an equivalent opportunity shall apply to the IEE. This equivalent opportunity shall apply to the student's current placement and setting as well as observation of the district's proposed placement and setting, if any, regardless of whether the IEE is initiated before or after the filing of a due process hearing proceeding.

5. The district may initiate a due process hearing pursuant to Education Code 56500-56508 to show that its evaluation is appropriate. If the final decision resulting from the due process hearing is that the evaluation is appropriate, the parent/guardian maintains the right for an IEE, but not at public expense.

If the parent/guardian obtains an IEE at private expense, the results of the IEE shall be considered by the district with respect to the provision of a free appropriate public education (FAPE) to the student and may be presented as evidence at a due process hearing regarding the student. If the district observed the student in conducting its evaluation, or if its evaluation procedures make it permissible to have in-class observation of a student, an equivalent opportunity shall apply to an IEE of the student in the student's current educational placement and setting and in any educational placement and setting proposed by the district, regardless of whether the IEE is initiated before or after the filing of a due process hearing.

6. If the parent/guardian proposes a publicly financed placement of the student in a nonpublic school, the district shall have an opportunity to observe the proposed placement and, if the student has already been unilaterally placed in the nonpublic school by the student's parent/guardian, the student in that proposed placement. Any such observation shall only be of the student who is the subject of the observation and shall not include the observation or evaluation of any other student in the proposed placement unless that other student's parent/guardian consents to the observation or evaluation. The results of any observation or evaluation of another student in violation of

Parent/Guardian Consent for Evaluations

Consent means that the parent/guardian: (Education Code 56021.1; 34 CFR 300.9)

1. Has been fully informed, in the parent/guardian's native language or other mode of communication, of all information relevant to the activity for which consent is sought
2. Understands and agrees, in writing, to the carrying out of the activity for which parent/guardian consent is sought and the consent describes that activity and lists the records (if any) that will be released and to whom
3. Understands that the granting of consent is voluntary on the parent/guardian's part and may be revoked at any time
4. Understands that if the parent/guardian revokes consent, that revocation is not retroactive (i.e., it does not negate an action that has occurred after the consent was given and before the consent was revoked). The district is not required to amend the education records of a student to remove any reference to the student's receipt of special education and services if the student's parent/guardian submits a written revocation of consent after the initial provision of special education and related services to the student.

Upon receiving the proposed evaluation plan, the parent/guardian shall have at least 15 days to decide whether to consent to the initial evaluation. The district shall not interpret parent/guardian consent for initial evaluation as consent for initial placement or initial provision of special education services. (Education Code 56321; 34 CFR 300.300)

The district shall make reasonable efforts to obtain the consent of the parent/guardian for an initial evaluation or reevaluation of a student. (Education Code 56321; 34 CFR 300.300, 300.322)

The district shall maintain a record of its attempts to obtain consent such as: (Education Code 56341.5)

1. Detailed records of telephone calls made or attempted and the results of those calls
2. Copies of correspondence sent to the parent/guardian and any responses received
3. Detailed records of visits made to the parent/guardian's home or place of employment and the results of those visits

If a parent/guardian refuses to consent to the initial evaluation or fails to respond to a request to provide consent, the district may, but is not required to, pursue an evaluation by utilizing the procedural safeguards, including the mediation and due process procedures pursuant to 20 USC 1415 and 34 CFR 300.506-300.516. (Education Code 56321; 34 CFR 300.300)

For a student who is a ward of the state and not residing with the student's parent/guardian, the district shall make reasonable efforts to obtain the consent from the parent/guardian of the student for an initial evaluation to determine whether the student is a student with a disability. The district may conduct an initial evaluation without obtaining consent if any of the following situations exists: (Education Code 56321.1; 20 USC 1414; 34 CFR 300.300)

1. Despite reasonable efforts to do so, the district cannot discover the whereabouts of the parent/guardian of the student

2. The rights of the parent/guardian of the student have been terminated in accordance with state law
3. The rights of the parent/guardian to make educational decisions have been subrogated by a judge in accordance with state law and consent for an initial evaluation has been given by an individual appointed by the judge to represent the student

The district need not obtain parent/guardian consent before reviewing existing data as part of an evaluation or reevaluation, or before administering a test or other evaluation that is administered to all students, unless consent is required from the parents/guardians of all students. (Education Code 56321; 34 CFR 300.300)

Conduct of the Evaluation

Within 60 calendar days of receiving parental consent for the initial assessment of a student, not counting days between the student's regular school sessions, terms, or days of school vacation in excess of five schooldays, a determination whether the student is eligible for special education and the educational needs of the student shall be made, an IEP team meeting shall occur, and an IEP shall be developed, unless the parent/guardian agrees in writing to an extension, pursuant to Education Code 56344. If the 60-day time is interrupted by a student school vacation, the 60-day time shall recommence on the date that student schooldays reconvene and a meeting to develop an IEP for the student shall be conducted within 30 days of a determination that the student needs special education and related services. (Education Code 56043, 56344)

However, when a referral has been made for a student 30 days or less prior to the end of the regular school year, an IEP required as a result of an assessment of the student shall be developed within 30 days after the commencement of the subsequent regular school year. (Education Code 56043, 56344; 34 CFR 300.301, 300.323)

The evaluation shall be conducted by qualified personnel who are competent to perform the assessment as determined by the district. (Education Code 56322)

In addition, evaluations and reevaluations shall be administered by qualified personnel who are competent in the oral or sign language skills and written skills of the student's primary language or mode of communication and have a knowledge and understanding of the cultural and ethnic background of the student. If it is clearly not feasible to do so, an interpreter shall be used, and the assessment report shall document this condition and note that the validity of the assessment may have been affected. The normal process of second-language acquisition, as well as manifestations of dialect and sociolinguistic variance shall not be diagnosed as a disabling condition. (5 CCR 3023)

The screening of a student by a teacher or specialist to determine appropriate instructional strategies for curriculum implementation shall not be considered to be an evaluation for eligibility for special education and related services. (Education Code 56321; 20 USC 1414; 34 CFR 300.302)

In conducting the evaluation, the district shall use a variety of assessment tools and strategies to gather relevant functional, developmental, and academic information about the student. The district shall also use any information provided by the parent/guardian that may assist the district in making the determination as to whether the student is a student with a disability and, if so, the necessary components of the student's IEP when the IEP is developed, including information related to enabling the student to be involved in and to progress in the general education curriculum. (34 CFR 300.304)

The district's evaluation shall not use any single measure or assessment as the sole criterion for determining whether a student is a student with a disability and for determining the appropriate educational program for the student. The assessment shall use technically sound instruments that may assess the relative contribution of cognitive and behavioral factors in addition to physical or developmental factors. (Education Code 56320; 34 CFR 300.304)

The district shall also ensure that assessments and other evaluation materials provide relevant information that assists in determining the student's educational needs and are: (Education Code 56320; 34 CFR 300.304)

1. Selected and administered so as not to be discriminatory on a racial, cultural, or sexual basis

2. Provided and administered in the student's native language or other mode of communication and in the form most likely to yield accurate information on what the student knows and can do academically, developmentally, and functionally, unless it is clearly not feasible to so provide or administer
3. Used for the purposes for which the assessments or measures are valid and reliable
4. Administered by trained and knowledgeable personnel except that individually administered tests of intellectual or emotional functioning shall be administered by a credentialed school psychologist
5. Administered in accordance with any instructions provided by the producer of the assessments
6. Tailored to assess specific areas of educational need and not merely designed to provide a single general intelligence quotient
7. If administered to a student with impaired sensory, manual, or speaking skills, selected and administered to best ensure that the results accurately reflect the student's aptitude or achievement level or whatever other factors the test purports to measure, rather than reflecting the child's impaired sensory, manual, or speaking skills (unless those skills are the factors that the test purports to measure).

Students shall be assessed in all areas related to the suspected disability, including, if appropriate, health and development, vision (including low vision), hearing, motor abilities, language function, general intelligence, academic performance, communicative status, self-help, orientation and mobility skills, career and vocational abilities and interests, and social and emotional status. When appropriate, a developmental history shall be obtained. For students with residual vision, a low vision assessment shall be provided in accordance with guidelines established pursuant to Education Code 56136. The district shall ensure that the evaluation is sufficiently comprehensive to identify all of the student's special education and related service needs, whether or not commonly linked to the disability category in which the student has been classified. (Education Code 56320; 34 CFR 300.304)

As part of the initial evaluation and any reevaluation, the IEP team and other qualified professionals shall, if appropriate, review existing evaluation data on the student, including evaluations and information provided by the parents/guardians, current classroom-based local or state assessments and classroom-based observations, and observations by teachers and related services providers. On the basis of that review and input from the student's parent/guardian, the team shall identify what additional data, if any, are needed to determine: (Education Code 56381; 34 CFR 300.305)

1. Whether the student is a student with a disability, or in the case of a reevaluation, whether the student continues to have a disability, and the educational needs of the student
2. The present levels of academic achievement and related developmental needs of the student
3. Whether the student needs, or continues to need, special education and related services
4. Whether any additions or modifications to the special education and related services are needed to enable the student to meet the measurable annual goals set out in the student's IEP and to participate, as appropriate, in the general education curriculum

If a student has transferred from another district in the same school year or leaves this district, the district shall coordinate with the student's prior or subsequent district as necessary and as expeditiously as possible to ensure prompt completion of full evaluations. (Education Code 56320; 34 CFR 300.304)

Evaluation Report

The personnel who evaluate the student shall prepare a written report of the results of each evaluation. The report shall include, but not be limited to, the following: (Education Code 56327)

1. Whether the student may need special education and related services
2. The basis for making the determination
3. The relevant behavior noted during the observation of the student in an appropriate setting
4. The relationship of that behavior to the student's academic and social functioning
5. The educationally relevant health, developmental, and medical findings, if any
6. For students with learning disabilities, whether there is such a discrepancy between achievement and ability that it cannot be corrected without special education and related services
7. A determination concerning the effects of environmental, cultural, or economic disadvantage, where appropriate
8. The need for specialized services, materials, and equipment for students with low incidence disabilities, consistent with Education Code 56136

Eligibility Determination

Upon completion of the administration of assessments and other evaluation measures, a group of qualified professionals and the parent/guardian shall determine whether the student is a student with a disability as defined in 5 CCR 3030 and 34 CFR 300.8 and, if so, the student's educational needs. In interpreting the data, the group shall draw information from a variety of sources, including aptitude and achievement tests, parent/guardian input, and teacher recommendations, as well as information about the student's physical condition, social or cultural background, and adaptive behavior. The group shall ensure that the information obtained from these sources is documented and carefully considered. (34 CFR 300.306)

When making a determination of eligibility for special education and related services, the district shall not determine that a student is disabled if the primary factor for such determination is a lack of appropriate instruction in reading, including the essential components of reading instruction pursuant to 20 USC 6368, lack of instruction in mathematics, limited English proficiency, or that the student does not otherwise meet the eligibility criteria. (Education Code 56329; 34 CFR 300.306)

The normal process of second-language acquisition, as well as manifestations of dialect and sociolinguistic variance, shall not be diagnosed as a disabling condition. (5 CCR 3023)

Independent Educational Evaluation

An *independent educational evaluation* is defined as an evaluation conducted by a qualified examiner who is not employed by the district. (34 CFR 300.502)

Public expense means that the district either pays for the full cost of the IEE or ensures that the evaluation is otherwise provided at no cost to the parent/guardian. (34 CFR 300.502)

The parents/guardians of a student with a disability have the right to obtain an IEE at public expense under the same criteria, including the location of the evaluation and the qualifications of the examiner, that the district uses for a district-initiated evaluation. (34 CFR 300.502)

The parent/guardian is entitled to only one IEE at public expense each time the district conducts an evaluation with which the parent/guardian disagrees. (Education Code 56329; 34 CFR 300.502)

If a parent/guardian has requested an IEE, the district may ask for the reason that the parent/guardian objects to the district's evaluation. However, the parent/guardian is not required to provide an explanation and the district may not unreasonably delay either providing the IEE at public expense or filing a due process complaint to request a due process hearing to defend the public evaluation. (34 CFR 300.502)

Upon receiving the request for an IEE, the district shall, without unnecessary delay, either: (34 CFR 300.502)

1. File a due process complaint to request a hearing to show that its evaluation is appropriate
2. Ensure that an IEE is provided at public expense, unless the district demonstrates at a hearing that the evaluation obtained by the parent/guardian did not satisfy the district's criteria

If a due process hearing decision determines that the district's evaluation is appropriate, then the parent/guardian may obtain an IEE but not at public expense. (Education Code 56329; 34 CFR 300.502)

In any decision made with respect to providing FAPE to a student with a disability, the result of any IEE obtained by the student's parent/guardian shall be considered by the district if it meets district criteria. Any such result also may be presented as evidence at a hearing on a due process complaint. (Education Code 56329; 34 CFR 300.502)

Coordinating Transitions

The district designates the individual listed below as the main point of contact for coordinating and completing, with other agencies and persons, the transition of a child and family from infant/toddler programs to preschool (Part C to Part B of the federal Individuals with Disabilities Education Act), including establishing practices to educate and support families during the transition: (Government Code 95008)

Title/Position: Assistant Superintendent/Director of Special Services

Address: 714 N. White Street, Hanford, CA 93230

Phone: (559) 585-3617

E-mail: cmora@hanfordesd.org

Reevaluation

A reevaluation shall be conducted when the district determines that the educational or related service needs of the student, including improved academic achievement and functional performance, warrant a reevaluation or if the student's parent/guardian or teacher requests reevaluation. Such reevaluations shall occur every three years, unless the parent/guardian and district agree in writing that a reevaluation is unnecessary. A reevaluation may not occur more than once a year, unless the parent/guardian and the district agree otherwise. (Education Code 56043, 56381; 34 CFR 300.303)

The district shall ensure that any reevaluations of the student are conducted in accordance with the evaluation procedures pursuant to 34 CFR 300.304-300.311. (34 CFR 300.303)

Before entering kindergarten or first grade, as the case may be, children with disabilities who are in a preschool program shall be reevaluated to determine if they still need special education and services. IEP teams shall identify a means of monitoring the continued success of children who are determined to be eligible for less intensive special education programs. (Education Code 56445)The district's point of

contact for coordinating and completing the transition of a child and family from infant/toddler programs to preschool, may coordinate the reevaluation and monitoring as described above for kindergarten or first grade.

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State References

34 CFR 303.1-303.734

5 CCR 3021-3029

5 CCR 3030-3031

Ed. Code 44265.5

Ed. Code 56000-56885

Ed. Code 56043

Ed. Code 56195.8

Ed. Code 56300-56305

Ed. Code 56320-56330

Ed. Code 56333-56338

Ed. Code 56340-56347

Ed. Code 56381

Ed. Code 56425-56432

Ed. Code 56441.11

Ed. Code 56445

Ed. Code 56500-56509

Gov. Code 95000-95029.5

Description

Early Intervention Program for Infants and Toddlers with Disabilities

Identification, referral and assessment

Eligibility criteria

Professional preparation for teachers of impaired students

Special education programs

Special education; timelines

Adoption of policies

Identification of individuals with disabilities

Assessment

Eligibility for specific learning disabilities

Individualized education program teams

Reassessment of students

Early education for individuals with disabilities

Eligibility criteria; children ages 3-5

Transition to grade school; reassessment

Procedural safeguards

California Early Intervention Services Act

Federal References

20 USC 1232g

20 USC 1400-1482

20 USC 1412

20 USC 1415

34 CFR 104.35

34 CFR 104.36

34 CFR 300.1-300.818

34 CFR 300.301-300.306

34 CFR 300.323

34 CFR 300.502

Description

Family Educational Rights and Privacy Act (FERPA) of 1974

Individuals with Disabilities Education Act

State eligibility

Procedural safeguards

Evaluation and placement

Procedural safeguards

Individuals with Disabilities Education Act

Evaluations and reevaluations

When IEPs must be in effect

Independent educational evaluation of student with disability

Management Resources References

California Department of Education
Publication

Court Decision

Court Decision

Court Decision

Court Decision

Description

California Practitioners' Guide for Educating English Learners with Disabilities, 2019

N.B. and C.B v. Hellgate Elementary School District (9th Cir. 2008) 541 F.3d 1202

Compton Unified School District v. Addison (9th Cir. 2010) 598 F.3d 1181

Timothy O. v. Paso Robles Unified School District (9th Cir. 2016) 822 F.3d 1105

M.M. v. Lafayette School District (9th Cir. 2014) 767 F.3d 842

Court Decision	Hood v. Encinitas Union School District (2007) 486 F.3d 1099
Federal Register	Rules and Regulations, August 14, 2006, Vol. 71, Number 156, pages 46539-46845
U.S. Department Of Education Publication	Long COVID under Section 504 and the IDEA: A Resource to Support Children, Students, Educators, Schools, Service Providers, and Families, July 2021
U.S. Department Of Education Publication	Return to School Roadmap: Child Find Under Part B of the Individuals with Disabilities Education Act, August 2021
U.S. Department of Education Publication	A Response to Intervention (RTI) Process Cannot Be Used to Delay-Deny an Evaluation for Eligibility under the Individuals with Disabilities Education Act (IDEA): Memorandum 11-07, January 2011
Website	CSBA District and County Office of Education Legal Services https://simbli.eboardsolutions.com/SU/UdykszdmPETuDsIshXk6R5akQ==
Website	California Department of Education, Special Education - https://simbli.eboardsolutions.com/SU/wbtzINw8puwslshjTsrMvmBCA==
Website	U.S. Department of Education, Office of Special Education Programs https://simbli.eboardsolutions.com/SU/v4I2D9cNplus2KZ0yVtPsIshvZhg==
Website	CSBA - https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==

Cross References

Description

0410	Nondiscrimination In District Programs And Activities - https://simbli.eboardsolutions.com/SU/AY47e8d8P6gOZPeVJOdHTA==
0430	Comprehensive Local Plan For Special Education - https://simbli.eboardsolutions.com/SU/Ls2EnGVUplusopLGDsIshNHKv0A==
0430	Comprehensive Local Plan For Special Education - https://simbli.eboardsolutions.com/SU/8AhU7HxbvzgPTQvUZFeqyQ==
0460	Local Control And Accountability Plan - https://simbli.eboardsolutions.com/SU/iyXUkRQ0cHZVplusLvplusIa9WLQ==
0460	Local Control And Accountability Plan - https://simbli.eboardsolutions.com/SU/Shpez6eC2mvUTlzyTetIshg==
0470	COVID-19 Mitigation Plan - https://simbli.eboardsolutions.com/SU/LsIshO63e2UCwjkyWmn3JmiHw==
1312.3	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/vqhv8IshLyYuc1rDWYBysIshOw==
1312.3	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/GSzd1S7B9JslshbNoEjPwo1plusA==
1312.3-E(1)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/ucNvj1fTa1F2QLwQ7xYoYA==
1312.3-E(2)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/5T9T78F4DplusrMUNdVkY8A3Q==
3541.2	Transportation For Students With Disabilities - https://simbli.eboardsolutions.com/SU/slshzmzh5e0IX55M7jPbNCfSw==
3552	Summer Meal Program - https://simbli.eboardsolutions.com/SU/SNk7G3J1BcRzdn7gOjunGQ==
3552	Summer Meal Program - https://simbli.eboardsolutions.com/SU/8dtw6aM4Y642WnM3FplusKQcA==
4112.23	Special Education Staff - https://simbli.eboardsolutions.com/SU/tywnQPplusrRtCztzhPUaZOVw==
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities) - https://simbli.eboardsolutions.com/SU/DE0bf5PbVltDENsrw2gsdw==
5145.6	Parent/Guardian Notifications - https://simbli.eboardsolutions.com/SU/KfMKwvu1XmzFCy8uho7asIshA==

5145.6-E(1)	Parent/Guardian Notifications - https://simbli.eboardsolutions.com/SU/v6hK1kjDAuMrmAmW9Nplus2plusQ==
5148	Child Care And Development - https://simbli.eboardsolutions.com/SU/1oFfPgmxNoVlISHGBzDqOQ==
5148	Child Care And Development - https://simbli.eboardsolutions.com/SU/0vXHLN5V4fRalLmoFgtwrQ==
5148.3	Preschool/Early Childhood Education - https://simbli.eboardsolutions.com/SU/sECDYZXJhtUoRKHfkcwLNg==
5148.3	Preschool/Early Childhood Education - https://simbli.eboardsolutions.com/SU/gM0bQkxhFj0XIRmGmfTuvw==
6120	Response To Instruction And Intervention - https://simbli.eboardsolutions.com/SU/eKkETd7OHmYf7E7pluswzveMQ==
6146.4	Differential Graduation And Competency Standards For Students With Disabilities - https://simbli.eboardsolutions.com/SU/jkLoLWJGmqguGEJcK3QWTQ==
6159	Individualized Education Program - https://simbli.eboardsolutions.com/SU/naqX8DfCGAKzm6WxdI2xYg==
6159	Individualized Education Program - https://simbli.eboardsolutions.com/SU/Z2Vgf2U21tUd14DoZilDiAy0Nplus9t1ecowMNPsknOtWvA==
6159.1	Procedural Safeguards And Complaints For Special Education - https://simbli.eboardsolutions.com/SU/9nXU2QR6plusN2zTarSSVslmg==
6159.1	Procedural Safeguards And Complaints For Special Education - https://simbli.eboardsolutions.com/SU/Z2Vgf2U21tUd14DoZilDi a==
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education - https://simbli.eboardsolutions.com/SU/S0eTzscJtlZn7lepali40w==
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education - https://simbli.eboardsolutions.com/SU/Z2Uk26GwVh26VZL5St1lwg==
6159.3	Appointment Of Surrogate Parent For Special Education Students - https://simbli.eboardsolutions.com/SU/kZsrfv322mVOOTeKlKxI8A==
6159.3	Appointment Of Surrogate Parent For Special Education Students - https://simbli.eboardsolutions.com/SU/2MiD9Ppe2X675Z6z8vtf8w==
6162.5	Student Assessment - https://simbli.eboardsolutions.com/SU/CHiOvt5h1wWFj3ZrkibSVA==
6162.51	State Academic Achievement Tests - https://simbli.eboardsolutions.com/SU/UvB793wEe9hA9CxfXplustdTw==
6162.51	State Academic Achievement Tests - https://simbli.eboardsolutions.com/SU/bplusLQkScQDuzlqslsha2slshTeJOw==
6163.2	Animals At School - https://simbli.eboardsolutions.com/SU/VA1mZ5XxZatp9slshAgWoLN1Q==
6163.2	Animals At School - https://simbli.eboardsolutions.com/SU/TSYDVW7MTHpbur4bR1sinw==
6164.41	Children With Disabilities Enrolled By Their Parents In Private School - https://simbli.eboardsolutions.com/SU/xDBVDNdvLrllqIP7O74hVw==
6164.41	Children With Disabilities Enrolled By Their Parents In Private School - https://simbli.eboardsolutions.com/SU/Fa4RxyQ4M3jKNctezasig==
6164.5	Student Success Teams -

- 6164.5 Student Success Teams -
<https://simbli.eboardsolutions.com/SU/N2gPiP2tGhH65poTBAbGbw==>
- 6164.6 Identification And Education Under Section 504 -
<https://simbli.eboardsolutions.com/SU/v7xJBjEVMiq4Q6v8UzQyVQ==>
- 6164.6 Identification And Education Under Section 504 -
<https://simbli.eboardsolutions.com/SU/KAyQSBZLLlslshNcH51TXFzIQ==>
- 6173.1 Education For Foster Youth -
<https://simbli.eboardsolutions.com/SU/6xtoj9pRLy9TslshB5F9rWScA==>
- 6173.1 Education For Foster Youth -
<https://simbli.eboardsolutions.com/SU/48HGp0hTQ4ATLnWiHt1SBQ==>
- 6173.2 Education Of Children Of Military Families -
<https://simbli.eboardsolutions.com/SU/WT1cX7Vu9NdtT4owQAyrEQ==>
- 6173.2 Education Of Children Of Military Families -
<https://simbli.eboardsolutions.com/SU/OQJNBOYRA5yctuafn8VpXw==>
- 6183 Home And Hospital Instruction -
<https://simbli.eboardsolutions.com/SU/TJs5rHkdt0bl0slshkFYb9cRg==>

HANFORD ELEMENTARY SCHOOL DISTRICT
Human Resources Department
AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Jaime Martinez

DATE: February 27, 2023

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

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **March 8, 2023**

ITEM: Consider approval of personnel transactions and related matters.

PURPOSE:

a. Employment

Classified

- Macy Martinez, READY Program Tutor – 4.5 hrs., Jefferson, effective 2/23/23
- Dolores Zavala, Food Service Worker I – 3.0 hrs., Jefferson, effective 2/27/23

Certificated

- Marissa Perales, School Counselor, Washington, Temporary, effective 3/13/23

Classified Temps/Subs

- Cambria Pedro, Athletic Coach, effective 2/27/23

Administrative Transfer

- Linda Thomas, from Special Circumstances Aide – 5.75 hrs., Monroe, to Special Circumstances Aide – 5.75 hrs., Lincoln, effective 2/28/23

Short Term Classified

- Alma Campos Medina, Short-Term Yard Supervisor – 3.5 hrs., Lincoln, effective 2/27/23-4/28/23
- Maritza Chiang-Mesa, Short-Term Yard Supervisor – 3.5 hrs., King, effective 2/21/23-3/31/23

- Claudia Figueroa, Short-Term Yard Supervisor – 3.5 hrs., Kennedy, effective 2/27/23-4/28/23
- Mariah Henegar, Short-Term Yard Supervisor – 3.0 hrs., Simas, effective 2/27/23-4/28/23
- Melissa Luna, Short-Term Yard Supervisor – 3.0 hrs., Hamilton, effective 2/27/23-4/28/23
- Maria Palacios, Short-Term Yard Supervisor – 3.25 hrs., Wilson, effective 2/27/23-4/28/23
- Avelie Perez-Reyna, Short-Term Yard Supervisor – 1.75 hrs., Monroe, effective 2/27/23-4/28/23

Employment and Certification of Temporary Athletic Team Coaches pursuant to Title 5 CCR 5594

- Mariah Benitez, Girls 4-6th Track, Hamilton, effective 2/16/23-4/29/23
- Demerio Carre, Boys 4-6th Track, Washington, effective 2/27/23-4/29/23
- Carlos Castellanos, Girls 8th Softball, Wilson, effective 2/28/23-5/5/23
- Reunite Mims, Boys 4-6th Track, Hamilton, effective 2/16/23-4/29/23
- Cambria Pedro, Girls 8th Softball, Kennedy, effective 2/28/23-5/5/23
- Michael Quinones, Girls 4-6th Track, Washington, effective 2/27/23-4/29/23
- Alison Vidal, Girls 4-6th Track, Monroe, effective 2/14/23-4/29/23

b. Resignations

Classified

- Veronica Cerrillo, Substitute Clerk Typist II, Food Service Worker I/II and Yard Supervisor, effective 2/10/23
- Adam Medrano, Substitute Custodian I and Warehouse/Reprographics & Mail Technician, effective 2/8/23
- Danielle Solorio, Substitute Yard Supervisor, effective 11/4/22

Certificated

- Luke Gramza, Teacher, Washington, effective 6/2/23
- Esmeralda Jimenez Morales, Teacher, Jefferson, effective 6/2/23
- Gizel J. Ramos-Ramirez, Teacher, Jefferson, effective 6/2/23

c. Leave of Absence

- Jaqueline Huerta, Teacher on LOA , effective 2023-24 school year, child rearing
- Stephanie Parks, Teacher on LOA, effective 2023-24 school year, personal

d. Volunteers

Name	School
Jenyffer Fuentes	Hamilton
Kody Swaim	Hamilton
Sarah Waldrop	Hamilton
Ruth Garcia	Jefferson

Olivia Gonsalves
Jennifer Miranda
Susie Rico-Vasquez
Jocelynn Amaral
Vernice Castrejon
Juliana Evans
Jose Garcia Jaramillo
Raymond Ruiz
Maria Ramirez
Genaro Arciga
Audrey Dragt
Rebecca Smith
Elena Naranjo
Melanie Pimentel
Skylar Deorta
Alexis Flores
Chanea Garcia
Marisol Garza
Monique Avalos
Erin Donatelli

Jefferson
Jefferson
Jefferson
Kennedy
Kennedy
Kennedy
Kennedy
Kennedy
Kennedy
King
King
Lincoln
Monroe
Monroe
Richmond
Richmond
Richmond
Richmond
Roosevelt
Simas

RECOMMENDATION: Approve.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 02/27/2023

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 03/08/2023

ITEM:***PUBLIC HEARING***

Consider adoption of Resolution #20-23, 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 Hamilton Elementary and Washington. Elementary.

FISCAL IMPACT:

The contract value is \$3,213,525 and will be repaid through a zero percent loan with the California Energy Commission (\$2,202,584) and Routine Restricted Maintenance funds (\$1,010,941). The loan installments will be based on the annual first year energy savings for twenty years.

RECOMMENDATIONS:

Adopt Resolution #20-23, 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.



HANFORD ELEMENTARY SCHOOL DISTRICT PLANNING FOR TOMORROW & BUILDING TODAY

**PHASE II CEC 0% INTEREST SOLAR GENERATION PROGRAM &
CENTRAL HVAC PLANT RETROFIT**



WHO WE ARE



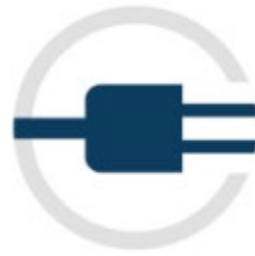
600+
Employees



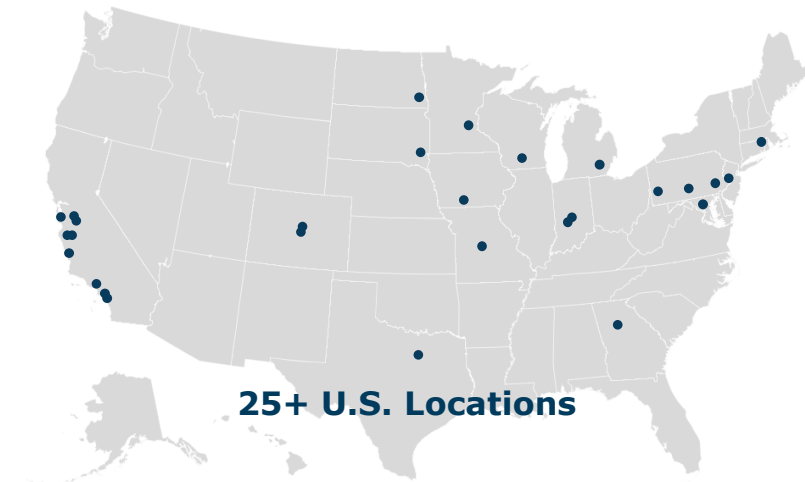
11,000
Customer Sites



\$5 Billion
Constructed



\$1 Billion Saved
in Energy & Ops



25+ U.S. Locations

- Our largest client base is in California, including Hanford ESD
- Over 250 California School Districts served and counting!



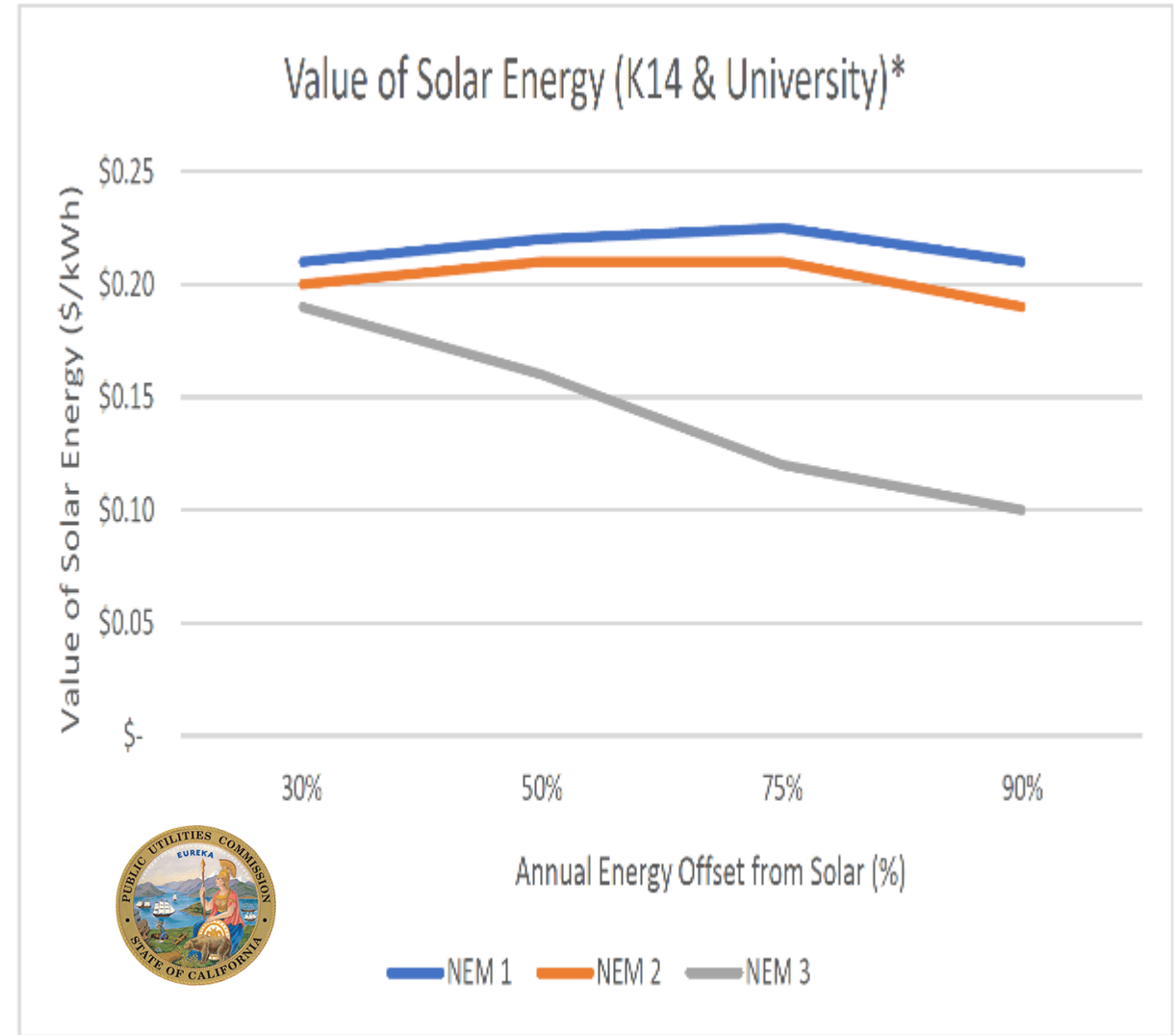
Hanford ESD History

- **2016 – Proposition 39 funded Lighting, HVAC Unit Replacements, Washington Chiller Replacement & HVAC Controls.**
- **2019 – Lincoln Solar Generation & MLK Chiller Replacement**
- **2020 – CEC Grant funded (mostly) Bus Barn Solar Generation, Battery Storage, and Bus Charging.**
- **2020 – Wilson MPR HVAC Upgrade**
- **2020 – Bi-Polar Ionization Air Sanitation Installations**
- **2021 – CEC 0% Competitive Loan Funded Solar Generation for MLK, Monroe, and Simas**
- **2022 – Simas Elementary HVAC Unit Replacements**

SOLAR – WHY NOW - NOT LATER

97

- Net Energy Metering (NEM) Version 3 reduces credits for exported solar energy to generation component of bill only.
- Approved by CPUC 12/15/22. Entities have 120 days to be grandfathered under NEM 2.0
- Interconnections submitted prior to 4/13/22 will be grandfathered under current NEM 2.0 program.
- *SitelogIQ secured the grandfathering provisions for both Hamilton & Washington Phase II CEC 0% Sites*



THE WHITE HOUSE

- The Inflation Reduction Act of 2022 restored the Investment Tax Credit (ITC) for solar projects from 26% to 30%.
- School Districts now get this credit ***DIRECTLY*** if use ownership model to finance!!!

- The California Energy Commission, from time to time, issues funding opportunity notices for 0% Interest energy project financing with zero fees. A new solicitation was just announced at the end of January. ***Hanford Elementary was our First Submission on 1/30/2023!***
- Critical Factors:
 - *No Interest!*
 - *Zero Upfront fees required other than application process.*
 - *Payment based on simple payback of project.*
 - *Tied to Promissory Note only – no collateral required.*
 - *First payment not due until a full year after construction is completed.*
 - *LIMITED funds based on a first come first served basis.*



CALIFORNIA
ENERGY COMMISSION



Region	Size	Rank Number	Project Applicant	Project Title	Energy Commission Funds Requested	Energy Commission Funds Recommended	Score	Award Status
Proposed Awards								
North	1	1	South Bay Union Elementary	Exterior LED Lighting and Roof-Mounted 70 kW PV System	\$ 257,600	\$ 257,600	72.17%	Awardee
North	1	2	Redwood Coast Montessori	Heat Pump and a 10 kW PV System	\$ 125,600	\$ 125,600	66.85%	Awardee
North	1	3	Pacific Union School District	125 kW PV System	\$ 437,343	\$ 437,343	58.41%	Awardee
North	2	1	Pierce Joint Union School District	256.6 kW PV System	\$ 1,974,850	\$ 1,974,850	82.86%	Awardee
Central	1	1	Provisional Accelerated Learning Academy	51.7 kW PV System	\$ 238,028	\$ 238,028	92.24%	Awardee
Central	1	2	Chualar Unified School District	98.3 kW PV System	\$ 600,000	\$ 600,000	86.66%	Awardee
Central	1	3	Buttonwillow Union Elementary School District	132 kW PV System	\$ 792,352	\$ 792,352	86.02%	Awardee
Central	1	4	Monson-Sultana Joint Union Elementary	150 kW PV System	\$ 690,508	\$ 690,508	80.94%	Awardee
Central	1	5	Pixley Union Elementary School District	396 kW PV System	\$ 1,465,747	\$ 1,465,747	89.61%	Awardee
Central	2	2	Golden Plains Elementary School District	LED lighting retrofit	\$ 534,990	\$ 534,990	51.97%	Awardee
Central	2	3	Hanford Elementary School District	522 kW PV Systems	\$ 2,473,151	\$ 2,473,151	83.83%	Awardee
Central	3	2	Golden Valley Unified School District	LED Lighting, Plug Loads, and Building Control	\$ 1,712,180	\$ 1,712,180	66.47%	Awardee
Central	4	1	Upland Unified School District	891.9 kW PV System	\$ 2,987,865	\$ 2,987,865	71.17%	Awardee
Los Angeles	1	1	School of Arts and Enterprise	161.4 kW PV System	\$ 610,822	\$ 610,822	80.31%	Awardee
South	3	1	Palo Verde Unified School District	877 kW PV System	\$ 2,981,800	\$ 2,981,800	79.98%	Awardee
Total Funding Recommended					\$17,882,836	\$17,882,836		



- ✓ **SitelogiQ was the ONLY successful submitter in the Central Valley in the first round of Submissions.**
- ✓ **The above is the second round of Submissions – SitelogiQ was successful on all four of our submissions.**
- ✓ **Several applications did not pass or were disqualified.**

HAMILTON
200 kW

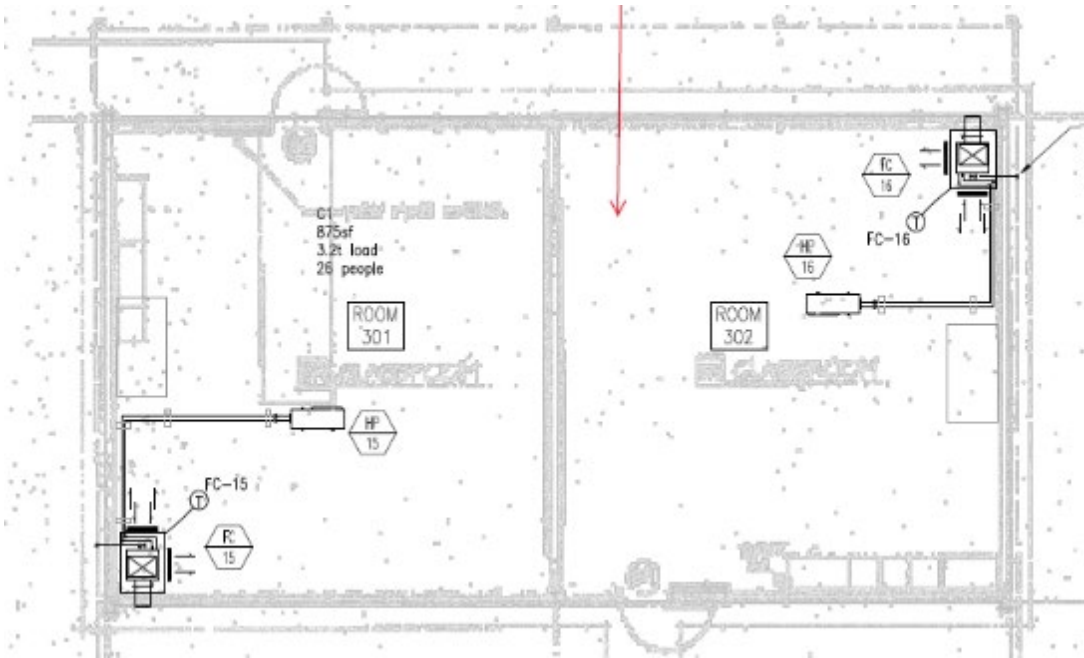
101

WASHINGTON
173 kW



- SitelogiQ utilizes the DSA exemption process wherever possible to reduce costs/timelines.
- As the designer and builder our soft costs are a fraction of the traditional school construction process.
- With many times the experience of others, we ensure our systems are constructable, simple and maintainable long term.
- Our experience is that we are 30% to 50% less than the traditional process and approximately twice as fast an overall implementation process.





- New HVAC systems are designed to be highly efficient inverter driven heat pump systems mounted in powder coated cabinets.
- One dedicated system per room/zone eliminates the entire school from being without heating/cooling due to a central plant failure.
- Diversifies load – if only one occupant only one unit needs to be running and not the entire central plant.
- Any qualified HVAC contractor can work on the systems. No need for specialized parts/services.
- Simple wireless thermostat HVAC controls will be very low maintenance cost and provide the same amount of scheduling and setpoint ability as much more expensive energy management systems.



Project Economics



Year	District Construction Cost	Solar O&M	CEC 0% Loan	District Capital	Federal Investment Tax Credit	Project Utility Savings	Annual Savings	Cumulative Savings
Yr 0	\$ 1,010,941	\$ -	\$ -	\$ 1,010,941		\$ -	\$ -	\$ -
Yr 1	\$ -	\$ 9,315	\$ -	\$ -		\$ 115,484	\$ 106,169	\$ 106,169
Yr 2	\$ -	\$ 9,594	\$ 110,129	\$ -	\$ 660,775	\$ 119,526	\$ 660,577	\$ 766,746
Yr 3	\$ -	\$ 9,882	\$ 110,129	\$ -		\$ 123,709	\$ 3,698	\$ 770,443
Yr 4	\$ -	\$ 10,179	\$ 110,129	\$ -		\$ 128,039	\$ 7,731	\$ 778,174
Yr 5	\$ -	\$ 10,484	\$ 110,129	\$ -		\$ 132,520	\$ 11,907	\$ 790,081
Yr 6	\$ -	\$ 10,799	\$ 110,129	\$ -		\$ 137,158	\$ 16,231	\$ 806,312
Yr 7	\$ -	\$ 11,123	\$ 110,129	\$ -		\$ 141,959	\$ 20,707	\$ 827,019
Yr 8	\$ -	\$ 11,456	\$ 110,129	\$ -		\$ 146,927	\$ 25,342	\$ 852,361
Yr 9	\$ -	\$ 11,800	\$ 110,129	\$ -		\$ 152,070	\$ 30,141	\$ 882,502
Yr 10	\$ -	\$ 12,154	\$ 110,129	\$ -		\$ 157,392	\$ 35,109	\$ 917,611
Yr 11	\$ -	\$ 12,519	\$ 110,129	\$ -		\$ 162,901	\$ 40,253	\$ 957,864
Yr 12	\$ -	\$ 12,894	\$ 110,129	\$ -		\$ 168,603	\$ 45,579	\$ 1,003,444
Yr 13	\$ -	\$ 13,281	\$ 110,129	\$ -		\$ 174,504	\$ 51,094	\$ 1,054,537
Yr 14	\$ -	\$ 13,679	\$ 110,129	\$ -		\$ 180,611	\$ 56,803	\$ 1,111,340
Yr 15	\$ -	\$ 14,090	\$ 110,129	\$ -		\$ 186,933	\$ 62,714	\$ 1,174,054
Yr 16	\$ -	\$ 14,512	\$ 110,129	\$ -		\$ 193,475	\$ 68,834	\$ 1,242,888
Yr 17	\$ -	\$ 14,948	\$ 110,129	\$ -		\$ 200,247	\$ 75,170	\$ 1,318,058
Yr 18	\$ -	\$ 15,396	\$ 110,129	\$ -		\$ 207,256	\$ 81,730	\$ 1,399,788
Yr 19	\$ -	\$ 15,858	\$ 110,129	\$ -		\$ 214,510	\$ 88,522	\$ 1,488,310
Yr 20	\$ -	\$ 16,334	\$ 110,129	\$ -		\$ 222,018	\$ 95,554	\$ 1,583,865
Yr 21	\$ -	\$ 16,824	\$ 110,129	\$ -		\$ 229,788	\$ 102,835	\$ 1,686,700
Yr 22	\$ -	\$ 17,329	\$ -	\$ -		\$ 237,831	\$ 220,502	\$ 1,907,202
Yr 23	\$ -	\$ 17,849	\$ -	\$ -		\$ 246,155	\$ 228,306	\$ 2,135,508
Yr 24	\$ -	\$ 18,384	\$ -	\$ -		\$ 254,770	\$ 236,386	\$ 2,371,894
Yr 25	\$ -	\$ 18,935	\$ -	\$ -		\$ 263,687	\$ 244,752	\$ 2,616,646
Yr 26	\$ -	\$ 19,504	\$ -	\$ -		\$ 272,916	\$ 253,413	\$ 2,870,059
Yr 27	\$ -	\$ 20,089	\$ -	\$ -		\$ 282,468	\$ 262,380	\$ 3,132,438
Yr 28	\$ -	\$ 20,691	\$ -	\$ -		\$ 292,355	\$ 271,663	\$ 3,404,102
Yr 29	\$ -	\$ 21,312	\$ -	\$ -		\$ 302,587	\$ 281,275	\$ 3,685,377
Yr 30	\$ -	\$ 21,951	\$ -	\$ -		\$ 313,178	\$ 291,226	\$ 3,976,603
Totals	\$ 1,010,941	\$ 443,165	\$ 2,202,584	\$ 1,010,941		\$ 5,961,577	\$ 3,976,603	\$ 3,976,603

SITELOGIQ WILL GUARANTEE RESULTS!



Partnership¹⁰⁶

WE ARE GOING TO SPEND THE NEXT 30 YEARS PROTECTING YOUR INVESTMENT

- Energy Dashboards to visualize the formerly invisible
- Energy Manager (both remote and onsite)
- Energy Advocate ensuring you are on the right programs
- Providing maintenance and monitoring for your solar system
- Providing production guarantees
- Identifying additional grants and funding resources



- No general funds required for Solar Generation - Energy Savings pay for the project over time
- A Solar Program will mitigate long term Utility Increases & is worth more now than later
- Our Design Build HVAC Retrofit process is 30%-50% less than the traditional process and is twice as fast

*“HANFORD ELEMENTARY SCHOOL DISTRICT - PROMOTING
EXCELLENCE IN ALL THAT WE DO!”*



THANK YOU FOR YOUR TIME TONIGHT!



GOVERNMENT CODE SECTION 4217
FACILITY SOLUTIONS AGREEMENT

by and between

Hanford Elementary School District

714 North White St.

Hanford, CA 93230-4029

and

SitelogIQ Inc.

TABLE OF CONTENTS

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

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

8.15.	Complete Agreement.	20
8.16.	No Agency.	20
8.17.	Priority of Documents.....	20
8.18.	Assignment.	20
8.19.	No Waiver.	21

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 March 8th, 2023 (“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 SitelogIQ, Inc. , a Delaware 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 energy generation technologies (“System”);

WHEREAS, California Government Code § 4217.10 et seq. authorizes Districts to enter into agreements, contracts and related documents with private sector entities for developing energy conservation and generation projects upon District’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 District;

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;

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;

WHEREAS, District’s Governing Board, after holding a hearing at a regularly scheduled public hearing and after having provided two weeks advanced notice of such hearing, made all findings requires by Government Code section 4217.12 for the District to enter into this Agreement; 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 and generation 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 **\$3,213,525** ("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.
- (g) Davis-Bacon Act. Because the Work under this Agreement is financed partially with federal funds, to the extent required by such financing, Contractor shall also comply with all applicable provisions of the Davis-Bacon Act (40 U.S.C. 3141-48). Specifically those provisions found at Title 29 CFR 5.5 requiring Contractor to pay the laborers and mechanics employed on the Project, on a weekly basis, no less than the wages and benefits that are prevailing in the area as determined by the Secretary of Labor.

3.5. Unanticipated Conditions.

Contractor has conducted a full and complete visual inspection of each Site, including (a) the readily apparent surface conditions of any areas where a System will be installed in or on the ground, including areas where utilities are located such as manhole covers, pull boxes, marked underground service areas, etc., (b) all staging, storage, delivery, and other areas necessary to perform the Work, (c) ingress to and egress from each Site for all supplies, personnel and Equipment, and (d) all as-built drawings, Site layout, easement and other documentation provided by District to Contractor as set forth in Exhibit C and Exhibit G. Contractor will document and provide to District all findings in regard to the aforementioned inspection. If any conditions exist, arise, or are discovered at the Sites that differ materially from: (i) the information contained in the documents referenced in Exhibit C and Exhibit G, (ii) the assumption that the soils at the Sites have an allowable vertical bearing pressure of 2,000 psf and a lateral bearing pressure of 300 psf/ft below natural grade, or (iii) those conditions that Contractor discovered or should have reasonably discovered based on the inspections set forth in the first sentence of this Section 2.4, including without limitation, conditions related to Hazardous Materials or archeological findings, soils conditions, or subsurface obstructions of which Contractor was not aware on the date of this Agreement or could not reasonably be expected to anticipate based on the inspection described above, and such conditions involve the incurrence by Contractor of any material expenses to correct or accommodate such conditions (hereinafter, "Unanticipated Condition"), Contractor shall submit a request for approval of a Change Order and payment of the related expenses to District. District and Contractor may mutually agree to reduce portions of the Work to offset the Change Order request to comply with District budget limits.

3.6. Removed

3.7. 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.

3.8. 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.

3.9. 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.

3.10. 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.

3.11. 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 Exhibit C 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.

3.12. 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.

3.13. 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.

3.14. 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.

3.15. 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.
- (c) District recognizes that the designer/contractor under this project may be eligible for a tax deduction for energy efficient commercial buildings under §179D of the Internal Revenue Code. District agrees and recognize that Contractor will be the designer of this project for purposes of the §179D deduction. District shall cooperate with Contractor in completing the paperwork and certifications necessary to allow Contractor to claim any §179D or other energy efficient commercial buildings tax deduction.”

3.16. Independent Contractor. Contractor is acting hereunder as an independent contractor and not as an agent or employee of the District. The Contractor shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the District.

3.17. 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.

3.18. Performance & Payment Bonds.

See Exhibit C for bonding requirements.

3.19. Title; Risk of Loss.

- (a) From Effective Date and until the date of Substantial Completion for the, and subject to Sections 3.19(b) and 3.19(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 Notice to Proceed 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) the electrical infrastructure and the grid connection for the System is mechanically, electrically and functionally complete and capable of interconnection with the local utility;
 - (iii) 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
 - (iv) 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 Delaware corporation, duly organized, validly existing, and in good standing under the laws of the State of Delaware, 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) District'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, John Gajan 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: John Gajan, President, West Energy
 Address: 1651 Response Rd, Suite 300
 Sacramento, CA 95815
 Phone: (888) 819-0041
 E-mail: john.gajan@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 of the waiver thereof in a particular instance shall not be construed as a general waiver of any part of such provision. The provision shall remain in full force and effect.

[Signatures on following page]

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

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

By: _____
Name: Joy C. Gabler
Title: Superintendent

SitelogIQ, Inc.,
a Delaware corporation

By: _____
Name: John Gajan
Title: President West Energy
Contractor's License #: 1054171

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.

(f) plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other restrictions.

(g) explosion, fire, destruction of machines, equipment, factories and of any kind of installation, prolonged break-down of transport, telecommunication or electric current

"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".

“Rock” is defined as limestone, sandstone, granite, cobble greater than 3 inches in diameter, or similar rocks in solid beds or masses in original or stratified position which can be removed only by continuous drilling, blasting or the use of pneumatic tools, and all boulders of 1 cubic yard in volume or larger. Material which can be loosened with a pick, frozen materials, soft laminated shale and hardpan, which for convenience or economy is loosened by drilling, blasting, wedging or the use of pneumatic tools, shall not be classified as “Rock”.

“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 – WORK ORDER #1

Woodrow Wilson Junior High School Scope of Work

PROJECT SCOPE OF WORK INDEX

<u>SECTION 1</u>	HVAC SCOPE OF WORK
<u>SECTION 2</u>	PROPOSED PROJECT INSTALLATION TIMELINE & COORDINATION
<u>SECTION 3</u>	WORK ORDER MILESTONES
<u>SECTION 4</u>	FIXED PRICE AMOUNT
<u>SECTION 5</u>	PROGRESS PAYMENT SCHEDULE
<u>SECTION 6</u>	PERFORMANCE AND PAYMENT BONDS
<u>SECTION 7</u>	TERMS AND CONDITIONS

1.0 HVAC SCOPE OF WORK

As requested, SitelogIQ will be replacing the existing outdated Chilled/Hot Water HVAC equipment that serves Bldg. A, Bldg. B (Teachers Room & Rm. 203), Bldg. C, Bldg. D, Bldg. F, and Bldg. G. SitelogIQ will be providing a total of (18) light-weight inverter driven heat pump split systems and custom fan coil enclosures for the HVAC replacements at *Woodrow Wilson Junior High School*.

The new equipment, as identified below, is selected based on the energy efficiency, weight, configuration, and economic viability.

The Work described herein is limited to HVAC systems only. As it has been reviewed by the licensed Structural Engineer (as required by Division of State Architect), no existing building structural elements will be affected or altered by the proposed HVAC retrofit. According to State of California Division of State Architect Office of Regulation Service Policy IR A-10 (Exemption from DSA Approval document, issued on 1/7/19) and applicable Sections 17280-17316 of the California Education Codes, this project falls into the categories of non-structural Work. This Work does not infringe on the Life Safety Systems, if any. Therefore, approval from Department of State Architect is exempted based on the considered herein reasons.

Unless specified otherwise, it is Contractor's intent to maximally re-use the existing air distribution systems, any pre-existing supports, electrical, & condensate drain connections and other existing HVAC system components. It is assumed that that these system components to be re-used are in good operational order and no repairs are needed.

SitelogIQ has made certain design engineering and estimating assumptions for all Work prior to completion of the final engineering and construction. Though unanticipated, there may be some changes to the scope of work based on the unknown pre-existing conditions. Should they arise; a fair and equitable solution will be negotiated in good faith between the Customer and SitelogIQ for any additional costs required.

In general, the original mechanical plans by Mangini Associates and DSA Approved, dated 3/3/1995 are used as a basis of design for the new mechanical systems. The selections of the new HVAC equipment are also based on the following main design parameters for the cooling/heating load calculations:

- Outdoor design temperatures are (Title 24 required climate data for Hanford, CA):
 - 100° F DB / 70° F WB – Summer
 - 28° F DB – Winter
- Bldg. Structure U-values: walls – estimated for various existing structures.
- Lighting load was estimated at 0.8 W/Sq. ft.

- Occupancy loads and ventilation are calculated based on 2022 Building Energy Efficiency Standards Table 120.1-A – Minimum Ventilation rates.
- Zone temperature settings are
 - 75° F – Occupied Cooling
 - 85° F – Unoccupied Cooling
 - 70° F – Occupied Heating
 - 55° F – Unoccupied Heating

For HVAC systems installed at **Woodrow Wilson Junior High School**, SitemlogIQ will furnish necessary Engineered CAD drawings prepared by an independent Mechanical Engineer licensed in the State of California. Engineered set of plans will consist of Mechanical and Structural (as needed) drawings.

SitemlogIQ will use the current 2022 Title-24, 2022 Uniform Building Code (UBC), 2022 California Uniform Plumbing Code (UPC), 2022 California Uniform Mechanical Code (UMC), the National Electrical Code (NEC), Sheet Metal & Air Conditioning Contractors' National Association (SMACNA) standards

The following is the general mechanical Scope of Work to be performed at the **Woodrow Wilson Junior High School** for all affected systems:

- Provide necessary rigging and trucking of new/old equipment to/from the project site.
- Safe off electrical, water & drain the existing central plant. Abandon in place all existing central plant equipment and associated piping.
- Safe off electrical, water & drain the existing UV's and abandon in place.
 - Provide required electrical services from existing site panels to the new equipment locations in EMT, with wiring and new disconnects as required.
 - Install (18) District standard Venstar T8850 for the newly install equipment.
 - Remove (18) GPS-FC48 ionization devices from the abandoned unit ventilators and install in the new fan coils.
 - Provide and install required mounting hardware to support unit installations.
- Install required control wire and conduit.
- Air Balance new systems to design values by contractor technicians.
- Contractor's technicians will perform a complete start-up and test of the new equipment to ensure proper system operation.
- One-year warranty on Contractor's provided equipment and workmanship. Warranty starts from the day of equipment start-up.

Detailed scope of work for each area:

Bldg. A

- Safe off water and power to (8) Unit Ventilators. Abandon in place (8) Unit Ventilators.
- Install (8) fan coils in custom mechanical enclosures.
- Install (8) 4-ton inverter driven heat pump outdoor units on roofed in and capped sleepers, on the roof above the fan coil location.
- Install required refrigerant line sets between the fan coils and outdoor units, with required supports.
- Install condensate piping from unit locations to grade for rooms 102-107.
- Install condensate pump and piping from unit location to existing unit ventilator condensate for rooms 101 & 108.

Bldg. B

- Safe off water and power to (2) Unit Ventilators. Abandon in place (2) Unit Ventilators.
- Install (2) fan coils in custom mechanical enclosures.
- Install (2) 4-ton inverter driven heat pump outdoor units on roofed in and capped sleepers, on the roof above the fan coil location.
- Install required refrigerant line sets between the fan coils and outdoor units, with required supports.
- Install condensate piping from unit locations to grade for room 203.
- Install condensate pump and piping from unit location to existing unit ventilator condensate for the Teachers Room.

Bldg. C

- Safe off water and power to (2) Unit Ventilators. Abandon in place (2) Unit Ventilators.
- Install (2) fan coils in custom mechanical enclosures.
- Install (2) 4-ton inverter driven heat pump outdoor units on roofed in and capped sleepers, on the roof above the fan coil location.
- Install required refrigerant line sets between the fan coils and outdoor units, with required supports.
- Install condensate piping from unit locations to grade.

Bldg. D

- Safe off water and power to (2) Unit Ventilators. Abandon in place (2) Unit Ventilators.
- Install (2) fan coils in custom mechanical enclosures.
- Install (2) 4-ton inverter driven heat pump outdoor units on roofed in and capped sleepers, on the roof above the fan coil location.
- Install required refrigerant line sets between the fan coils and outdoor units, with required supports.
- Install condensate pump and piping from unit location to existing unit ventilator condensate.

Bldg. F

- Safe off water and power to (2) Unit Ventilators. Abandon in place (2) Unit Ventilators.
- Install (2) fan coils in custom mechanical enclosures.
- Install (2) 4-ton inverter driven heat pump outdoor units on roofed in and capped sleepers, on the roof above the fan coil location.
- Install required refrigerant line sets between the fan coils and outdoor units, with required supports.
- Install condensate piping from unit locations to grade.

Bldg. G

- Safe off water and power to (2) Unit Ventilators. Abandon in place (2) Unit Ventilators.
- Install (2) fan coils in custom mechanical enclosures.
- Install (2) 4-ton inverter driven heat pump outdoor units on roofed in and capped sleepers, on the roof above the fan coil location.
- Install required refrigerant line sets between the fan coils and outdoor units, with required supports.
- Install condensate piping from unit locations to grade for room 406.
- Install condensate pump and piping from unit location to existing unit ventilator condensate for room 405.

The quantities, sizes and location of all new HVAC units are listed below:

Proposed Systems						
<u>Woodrow Wilson Junior High School</u>						
Location	Qty	Nominal Tons	Type	Brand	Cooling Efficiency	Heating Efficiency, AFUE, %
Bldg. A	8	4.0	Split H/P	Mitsubishi or Similar	16.5 SEER	N/A
Bldg. B Rm 203 & Teachers Room	2	4.0	Split H/P	Mitsubishi or Similar	16.5 SEER	N/A
Bldg. C	2	4.0	Split H/P	Mitsubishi or Similar	16.5 SEER	N/A
Bldg. D	2	4.0	Split H/P	Mitsubishi or Similar	16.5 SEER	N/A
Bldg. F	2	4.0	Split H/P	Mitsubishi or Similar	16.5 SEER	N/A
Bldg. G	2	4.0	Split H/P	Mitsubishi or Similar	16.5 SEER	N/A

Notes:

H/P – Inverter Driven Heat Pump

Split – Split System

1.1 Work Order Scope of Work Exclusions

The above Scope of Work excludes the following:

- Sheetrock work, Framing, Stucco, Painting; Plumbing; Fire Sprinklers; Acoustical engineering and noise reduction provisions, Fire and Life Safety equipment and its components.
- 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 systems and components which require repairs/replacements as a result of pre-existing conditions.
- Upgrade of the existing overall site electrical service capacity, if required for the new units.
- Rigid conduit, the project is figured using EMT.
- Removal of existing central plant equipment and piping.
- Removal of unit ventilators or any equipment not specifically mentioned above.
- ION concentration monitoring or connection to DDC systems.
- Any and all hazardous materials work, i.e., asbestos, lead abatement etc.
- All work is to be completed during normal and shift (6am-3pm Start Time) hours, Monday-Friday. 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.).
- DSA fees, reviews, and approvals.
- Any items not specified in this Scope of Work.

2.0 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 retrofit services in Phases. Each construction Phase will include a complete HVAC system retrofit at a given building or school site. Contractor shall follow all District COVID Protocols and Check in Procedures

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. Though unanticipated, it will be the Customer's responsibility to temporarily relocate the students to other classrooms and/or, if needed, provide temporary facilities if needed during a period 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 mechanical systems will start upon executing this Agreement and ordering and obtaining all necessary equipment, parts and materials needed for installation.

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

3.0 WORK ORDER MILESTONES

Estimated Work Order Milestone Schedule	
Milestone	Milestone Date
Notice to Proceed	TBD
Detailing & Equipment Ordering	Notice to Proceed + 10 Weeks
Construction Mobilization	Notice to Proceed + 30 weeks
Substantial Completion	Notice to Proceed + 52 weeks
Final Completion	Notice to Proceed + 60 weeks

4.0 FIXED PRICE AMOUNT

The fixed price for this Scope of Work is **\$1,010,941.00**

Contractor shall be entitled to, an increase in the Contract Price where the cost to Contractor for any labor, raw-material or component (including without limitation, solar panels, tracking equipment, inverters, lighting and mechanical system components or any other equipment or materials necessary to complete the work required by this Work Order) increases after the Execution Date of the Facility Solutions Master Agreement. Such increase may be determined by the relative index for such labor, equipment, or material component including but limited to Consumer Price Index, The Steel Index, Commodity Indexes, etc. Contractor shall be entitled to an equitable adjustment in time and money for any costs that it incurs directly or indirectly that arise out of or relate to changes in taxes, tariffs, or similar charges due to such changes including, without limitation, escalation, delay damages, costs to re-procure, costs to change suppliers, costs of manufactured equipment or system components, or other costs of any kind resulting from the changes.

5.0 PROGRESS PAYMENT SCHEDULE

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

Progress Payments Schedule	
Payment Milestone	% of Total Task Order Price
Notice to Proceed	10%
Equipment Deposit	25%
Progress Payments	50%
Substantial Completion	10%
Final Completion	5%

6.0 PERFORMANCE AND PAYMENT BONDS

Upon the written request of the Customer prior to commencement of work, Contractor 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 Work Order Price payable under the Agreement securing the faithful performance of this Work Order; 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 Work Order 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 Work Order.

The Performance and Payment Bonds shall guarantee timely completion of the Work in accordance with this Work Order 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 Work Order, shall assume no liability to Contractor, Customer or any third parties, should Contractor fail, for any reason, to deliver acceptable warranties beyond the one (1) year warranty period following Final Completion.

EXHIBIT C

Work Order #2: Photovoltaic Renewable Energy System Installation

PROJECT SCOPE OF WORK INDEX

<u>Section 1</u>	Solar Plant Scope of Work
<u>Section 2</u>	Proposed Project Installation Timeline & Coordination
<u>Section 3</u>	Work Milestones
<u>Section 4</u>	Fixed Price Amount
<u>Section 5</u>	Progress Payment Schedule
<u>Section 6</u>	Performance and Payment Bonds

1.0 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. Contractor shall perform, supervise and direct the Work in accordance with Industry Standards, Applicable Law and Project Milestone dates.

1.1 Solar System Summary

The solar PV systems installations will be installed as illustrated in the Site Layout Plans provided in Section 2.13. Any changes to the location, size, or orientation shall constitute a Change Order. In summary, the solar PV systems will include the following:

1. **Hamilton Elementary School** solar installation will include four (1) electricity grid-connected carport structure photovoltaic systems with a total rated approximate capacity of 199.8 kW-DC-STC.
2. **Washington Elementary School** solar installation will include one (1) electricity grid-connected Carport structure photovoltaic system with a total rated approximate capacity of 172.8 kW-DC-STC.

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 (District 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

1.2 Engineering Design Services

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

- 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

1.3 Permits

Contractor 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 District (“District Permits”). District shall obtain, and shall file on a timely basis, any documents required to obtain all such District Permits. District shall pay for all taxes, fees, and costs required to obtain all Permits.

Applicable Permits include:

- Fire Marshall
- General Construction and Building Permits

District Permits include:

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

1.4 Procurement

Contractor shall procure all materials and equipment included in the scope of work for the installation of a complete System.

1.5 Construction Services

The following services shall be provided by Contractor 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 Contractor's trailers, shaded worker rest areas, restroom facilities, and security
- G. Coordination with District'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 District's Staff and Representatives, including Inspector of Record ("IOR") for all inspections and submittals.

1.6 Documentation Submittals

Contractor will prepare and submit designs, drawings, and specifications to the District for review and approval. District shall review the documents and provide any comments in writing to Contractor within ten (10) Business Days after receipt of such documents (the "Design Review

Period”). Contractor will proceed with the assumption that District has approved the documents if no comments are received within ten (10) Business Days. Any comments provided by District after ten (10) Business Days that result in re-work shall constitute a Change Order. District shall consolidate all comments for each review cycle such that Contractor does not receive comments in separate submittals at different times from various District 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, Contractor will incorporate District comments into the final designs, drawings, and specifications (the “Construction Documents”), as applicable. Contractor shall submit such revised documents to District for additional Design Review Periods, which shall not extend longer than ten (10) Business Days, until District 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 Contractor for review and approval by the District.

- 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

1.7 Workmanship Warranty

Commencing on the Final Completion Date and for a period of one (1) year thereafter, Contractor warrants that the Systems will be free from defects (“Workmanship Warranty”). If a System has a defect, and District provides written notification of said defect within the one (1) year workmanship warranty period, Contractor will, at its option, either repair or replace the portion of the System that is defective at no cost to District 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:

- (h) Alterations or repairs made to the supporting structure of any System or associated wiring and parts without Contractor's prior written approval;
- (i) 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;
- (j) Use of a System beyond the scope contemplated in its operating manuals or technical specifications;
- (k) Damage to a System not caused directly or indirectly by Contractor or its Subcontractors under any agreement between Contractor and District;
- (l) Force Majeure Events;
- (m) 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 Contractor, 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,
- (n) Any defect of deficiency to the extent the same results from a specific written direction from the District if, prior to implementing such written direction, Contractor advised District that District’s written direction would so affect the warranty provided by Contractor hereunder.

1.8 Manufacturer Warranties

Contractor shall procure and assign to District warranties from the equipment manufacturers (the “Manufacturer Warranty”) to the extent said equipment is purchased and provided for the Solar Plant by Contractor. 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, Contractor’s obligations under this warranty do not apply to any defects whatsoever in the equipment purchased and provided by Contractor for the Solar Plant, provided Contractor has procured and assigned to District the Manufacturer Warranty of such equipment. Contractor makes no representation or warranty, and District shall seek no recourse from Contractor, regarding the Manufacturer Warranties, including, without limitation, any degradation in electrical generation output of the PV modules.

Contractor 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. Twenty-five (25) year power output warranty at eighty percent (80%) of rated nominal power output.
- c. Meters shall have a one (1) year standard Manufacturer Warranty.

1.9 Project Closeout

- a. Contractor shall deliver to District 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 District's request, Contractor shall provide District's personnel with no less than one (1) full Day of detailed and complete on-site operation training with respect to the System. District's personnel shall have the qualifications necessary to perform their activities and will be hired by District or its Affiliate. Contractor shall provide District 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. Contractor makes no representation nor warranty to District as to the availability or amount of any such subsidies, rebates or incentives.

1.10 District Responsibilities

Contractor 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 District:

- a. The District shall furnish, to the extent not already provided to Contractor: (a) all surveys or other information in District'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 District'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 District'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. District shall provide continuous access to the Site to perform the Work according to the Construction Schedule;
- c. District shall make water source available at the Site for construction water;
- d. District shall obtain the District Permits;

- e. District shall be responsible for hiring and paying for a Division of State Architect certified Inspector of Record;
- f. District shall select its own personnel so that it is present at the date of Substantial Completion;
- g. District shall pay for and provide communication access for system monitoring;
- h. District shall pay for all taxes, fees, and costs required to obtain all Permits;
- i. District shall provide access to, and allow Contractor the use of, water lines, sewer lines, storm water lines, power lines, fuel lines, telephone and communication lines, pipelines, and drainage ditches; and
- j. District shall be responsible for operating the System from and after Substantial Completion.

1.11 General Clarifications & Qualifications to Scope of Work

- a. Scope of Work Price assumes one (1) review cycle by District of the equipment layout drawings, one (1) review cycle by District of final design documentation, and one (1) final set of as-built drawings delivered to District in electronic format and hard copy.
- b. Schedule and Scope of Work Price assumes District 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 Contractor will not encounter any Rock during trenching and excavating.
- e. Scope of Work Price assumes that Contractor 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 Contractor 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 District 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 District has closed all previous construction projects with the Division of State Architecture that may cause a delay in the approval of this Project.

1.12 Solar Scope of Work Exclusions

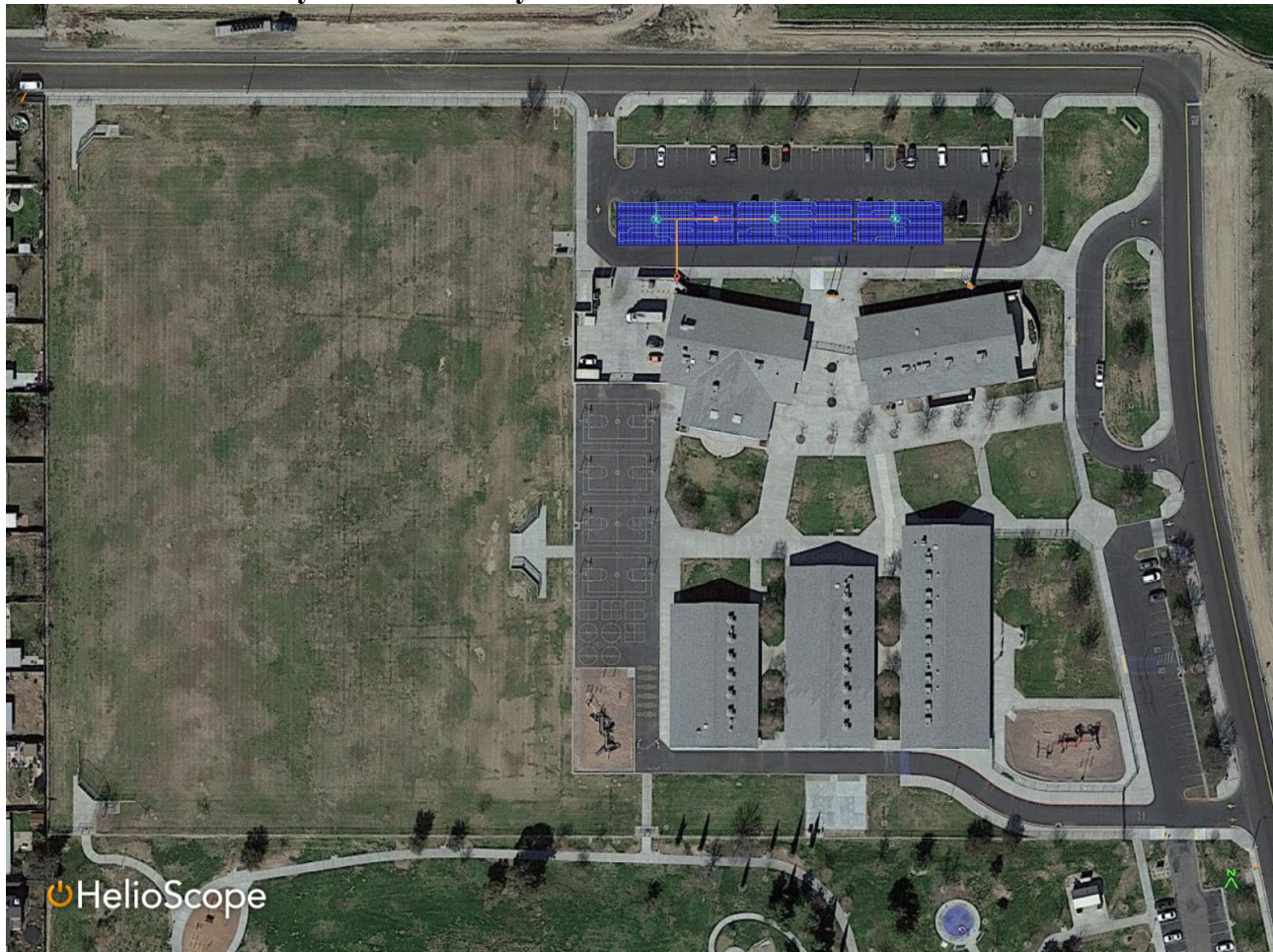
The Solar Work excludes the following:

- 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 and transformer
- 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 (to be paid directly by the District).
- 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.

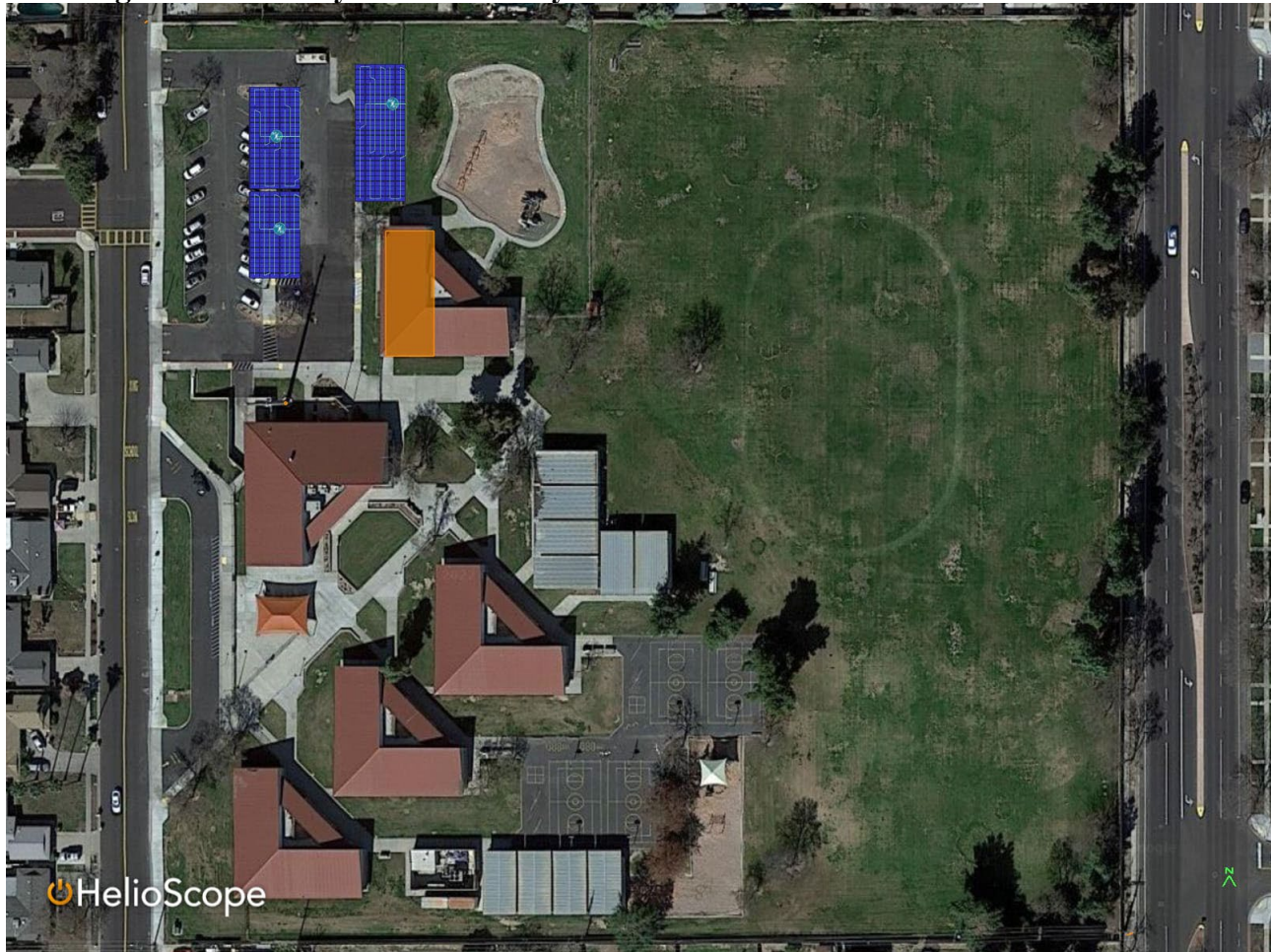
Contractor will notify the District of any excluded work or repairs which are necessary to the function of the Work as soon as Contractor becomes aware of such, and before proceeding with related work.

1.13 Site Plans

Hamilton Elementary School PV Layout



Washington Elementary School PV Layout



2.0 PROPOSED PROJECT INSTALLATION TIMELINE & COORDINATION

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

The District 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 Contractor may need to be vacated to ensure the safety of the occupants. It will be the District'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 District'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. Contractor will work with the District to develop a detailed project schedule. Once the project schedule is confirmed, Contractor will provide the District 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 2023-2024.

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

3.0 WORK MILESTONES

Estimated Milestone Schedule	
Milestone	Milestone Date
Notice to Proceed	TBD
Equipment Procurement	Notice to Proceed + 4 Weeks
Construction Mobilization	Notice to Proceed + 24 weeks
Substantial Completion	Notice to Proceed + 46 weeks
Final Completion	Notice to Proceed + 62 weeks

Contractor shall be given a day-for-day slip in the Work Milestone Schedule for a delay in Equipment delivery from the manufacture due to supply chain issues.

4.0 FIXED PRICE AMOUNT

The fixed price for this Scope of Work is **\$2,202,584.00**

5.0 PROGRESS PAYMENT SCHEDULE

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

Progress Payments Schedule	
Payment Milestone	% of Total Task Order Price
Notice to Proceed Date	10%
Equipment Procurement	25%
Progress Payments	50%
Substantial Completion	10%
Final Completion	5%

6.0 PERFORMANCE AND PAYMENT BONDS

Upon the written request of the Customer prior to commencement of work, Contractor 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 Contractor, Customer or any third parties, should Contractor 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: _____