



Health Sciences High and Middle College

Board Meeting

Amended on February 24, 2022 at 8:49 AM PST

Date and Time

Friday February 25, 2022 at 8:30 AM PST

Location

Via Zoom:

<https://hshmc.zoom.us/j/89773182250>

Passcode: Board

Agenda

	Purpose	Presenter	Time
I. Opening Items			8:30 AM
A. Record Attendance			1 m
B. Call the Meeting to Order		Frederick Johnson	1 m
C. Approve Minutes	Approve Minutes	Frederick Johnson	2 m
II. Information Items			8:34 AM
A. HOSA Participant Video	FYI	Sheri Johnson	5 m
B. A-G Grant	FYI	Javier Vaca	5 m
C. Supplement to the Annual Update to the 2021-2022 LCAP		Javier Vaca	5 m
D. LCAP Midyear Outcome Data	FYI	Javier Vaca	5 m
III. Action Items - Consent Agenda			8:54 AM
A. 2021-2022 HSHMC 2nd Interims	Discuss	Ian Pumpian	5 m

	Purpose	Presenter	Time
B. ESSER III Expenditure Plan - Update	Discuss	Ian Pumpian	5 m

The original expenditure plan approved by the board was in the amount of \$1,164,921. Actual amount awarded was increased to 1,167,021. Staff recommends that the board approve allocation of the \$2100 difference be added to Strategies for Continuous and Safe In-person Learning.

C. Independent Auditor Selection	Discuss	Ian Pumpian	5 m
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Approval for CEO to work with Finance Advisory to secure auditor contract for 1 - 3 years.

D. LCAP SPSA	Discuss	Javier Vaca	5 m
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E. CalSHAPE Program Application	Discuss	Ian Pumpian	5 m
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F. Consent Agenda Vote	Vote	Frederick Johnson	5 m
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Consent Agenda Vote on Items A-E

IV. Closing Items **9:24 AM**

A. Adjourn Meeting		Frederick Johnson	1 m
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Cover Sheet

Approve Minutes

Section:	I. Opening Items
Item:	C. Approve Minutes
Purpose:	Approve Minutes
Submitted by:	
Related Material:	1-13-2022 Board Minutes.docx



BOARD MEETING MINUTES

Date: January 13, 2022

Time: 8:30 am

Held By Open Meeting via Zoom

<https://hshmc.zoom.us/j/89284992580>

Meeting ID: 892 8499 2580

Passcode: Board

Board Members:

Present: Scott Evans, Janie Kramer, Frederick Johnson, Fred McFarlane

Absent/Excused: Trisha Khaleghi, Melissa Hayden Cook, Dan Gross

Quorum present? Yes

Others Present: Sheri Johnson, Ian Pumpian

OPEN SESSION:

Proceedings:

- *Meeting called to order* at 8:30 am by Chairman, Frederick Johnson
- Fred Johnson asked for a review of the Board Meeting minutes from the December 9, 2021 board meeting.

Motion to approve minutes from the December 9 Board Meeting was made by Fred McFarlane; seconded by Janie Kramer; and passed 4-0, with Scott Evans, Frederick Johnson, Janie Kramer, and Fred McFarlane voting yes.

Public Comments: None

OPEN SESSION:

Action Item(s):

- An update to HSHMC's Vaccination Requirement Policy was presented and discussed (attached).

A motion to accept and approve the updated vaccination requirement policy was made by Janie Kramer and seconded by Scott Evans and passed 4-0, with Scott Evans, Frederick Johnson, Janie Kramer, and Fred McFarlane voting yes.

Adjourn

Minutes by Sheri Johnson

Cover Sheet

A-G Grant

Section:	II. Information Items
Item:	B. A-G Grant
Purpose:	FYI
Submitted by:	
Related Material:	A-G Improvement Grant HSHMC draft.docx

A-G Completion Improvement Grant Plan

Local Educational Agency (LEA) Name	Total Grant Allocation
Health Sciences High and Middle College (Charter School)	\$

Plan Descriptions

A description of how the funds will be used to increase or improve services for foster youth, low-income students, and English learners to improve A-G eligibility

The funds will be used to provide a higher level of supplemental services, designed to address the unique needs and barriers facing foster youth, low income students and English learners. These are the student groups that have been hardest hit by both personal and academic challenges from the COVID-19 pandemic.

Health Sciences High uses a system of early identification and intervention to keep students engaged and on-track to success. There are several tiers of support that follow the referral by a classroom teacher of a student who is in danger of not passing a class. The counselors, graduation coaches and intervention team members have a high success rate of getting students re-engaged in learning. Ultimately though, some students do not succeed, and these are the students who are identified for a learning recovery program, which includes Summer School options. Additionally, some students simply need more in-person time to catch up with their peers due to specific barriers or challenges they may have encountered. This will be supported by the Summer School and intervention staff. Summer School teachers and staff will regularly assess and monitor students in order to respond to their diverse needs and address their learning loss.

Preparing students for a successful transition to college and/or career after high school is the focus of Health Sciences High and Middle College charter school (HSHMC). The staff realize that A-G completion is an integral part of preparing students to go to college. Although HSHMC does have a high A-G completion rate (92%), there is a discrepancy in the completion rate across the different student groups, with the widest gaps being for African American students and students with disabilities. English learners, and students from socio-economically disadvantaged families are also slightly below the school average.

The A-G Completion Improvement Grant will be invested in staff to provide increased academic and motivational support to students and families to take and pass the A-G courses, paving the way to a college education.

A description of the extent to which all students, including foster youth, low-income students, and English learners, will have access to A-G courses approved by the University of California.

HSHMC has a strong College and Career Readiness program that connects with student interests and makes classroom learning relevant and rigorous. Students have a clear understanding of how what they are learning in the classroom, whether in extended learning or during the regular year, is preparing them to meet their goals for the future.

The ultimate goal is for each and every student to complete the A-G requirements. Currently all students have access to the A-G courses, but not all students earn the A-G credit due to lower grades in the classes. To remedy that problem the staff will focus on identifying students who are struggling academically, or with social/emotional challenges, and provide the support, intervention, or motivation that each student needs. The staff will identify the barriers that are holding the students back and design strategies to overcome those barriers.

This will strongly impact the low-income students since 75% of the students at HSHMC are socioeconomically disadvantaged. English learners, Foster Youth and students experiencing homelessness already have additional avenues of support at HSHMC, which will be augmented by the support through the A-G Completion Improvement Grant.

The number of students who were identified for opportunities to retake A-G approved courses in which they received a “D”, “F”, or “Fail” grade in the 2020 spring semester or the 2020-21 school year and a description of the method used to offer the opportunity retake courses.

Number of Students: 146

HSHMC offered a summer program, in both 2020 and 2021, to help students accelerate their learning and recover credits.

The focus was on organizing and providing in-person Summer School experiences that were based on research and that responded to the needs of the HSHMC community. Based on feedback from staff, families and students a tiered learning recovery program was designed that recognizes the differing needs of the students, depending on why they may have had gaps in their learning at that time.

Extended learning summer sessions varied in length based on the needs of the students. Classes were offered that covered the range of student needs, from enrichment to core class supports. The classes in the summer program followed the core components of instruction that HSHMC uses in all classes – students know what they are learning, have examples of success, understand the task demands, are monitored for success, read and write every day, and demonstrate mastery. Informal and formal assessments were used to monitor student progress.

Students benefitted from the more personal attention that resulted from the hiring of additional staff who worked with students individually and in small groups to identify misconceptions or gaps in learning. The staff prioritized their work to provide appropriate supplemental supports to meet the learning needs of English Learners and students with disabilities.

A description of how the plan and described services, and associated expenditures, if applicable, supplement services in the Local Control and Accountability Plan and Learning Recovery Plan.

The LCAP was developed through an inclusive and comprehensive process that involved analysis of data and input from educational partners. The LCAP goals and actions set the foundation and priorities for HSHMC. The strong strong base program supports additional focused actions that address the needs of Low Income, English Learners and Foster Youth. All new resources and plans are viewed through the lens of the LCAP goals to determine what additional and supplemental actions will best support those goals. The LCAP incorporates state and federal funds and will link with the MTSS interventions to ensure that all funding sources are used in an efficient and aligned way to maximize resources and build systems that can respond quickly and effectively to meet the needs of students, staff, families and community. A continuous improvement process will be used to monitor systems and practices to ensure they are leading to improvement in student learning and school climate.

Within this context the expenditure of the A-G Completion Improvement Grant funds will be coordinated and prioritized to supplement the current level of services and provide additional support to the students who most need it. Actions and services in this plan will address areas that are allowable under the grant funding guidelines and that support the needs of the school.

For example, the A-G Completion Improvement funds will:

- Add additional staff and time to the SWAG and HUB learning recovery classes/sessions
- Allow the Summer Programs to be expanded and extended to future years
- Transition Counselors
- College Counselor

Plan Expenditures

Programs and services to increase or improve A-G completion	Planned Expenditures
Salaries for support staff who provide academic tutoring and learning support (SWAG, HUB)	[\$ 0.00]
Summer School Programs	[\$ 0.00]
Transition counselors who support students to earn A-G	[\$ 0.00]
College counselor who designs success plans for students	[\$ 0.00]

Cover Sheet

Supplement to the Annual Update to the 2021-2022 LCAP

Section: II. Information Items
Item: C. Supplement to the Annual Update to the 2021-2022 LCAP
Purpose:
Submitted by:
Related Material: HSHMC.lcapsupplement.2.8.22.docx

Supplement to the Annual Update to the 2021–22 Local Control and Accountability Plan

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Health Sciences High and Middle College	Sheri Johnson, Principal	sjohnson@hshmc.org 619-528-9070

California's 2021–22 Budget Act, the federal American Rescue Plan Act of 2021, and other state and federal relief acts have provided local educational agencies (LEAs) with a significant increase in funding to support students, teachers, staff, and their communities in recovering from the COVID-19 pandemic and to address the impacts of distance learning on students. The following is a one-time mid-year report to the local governing board or body and educational partners related to engagement on, and implementation of, these Acts.

A description of how and when the LEA engaged, or plans to engage, its educational partners on the use of funds provided through the Budget Act of 2021 that were not included in the 2021–22 Local Control and Accountability Plan (LCAP).

Throughout the LCAP development process, HSHMC receives input on programs and services provided to students. This feedback has been considered in the use of additional funds received through the 2021-22 Budget Act. HSHMC continued to reach out to educational partners for ideas on how to improve the educational experience for all students, not just for during the pandemic, but to build a stronger program for the years to come.

In 2020-21 HSHMC involved Educational Partners through:

- Parent LCAP Survey - March/April 2021 (in English and Spanish)
- Principal Office Hours - via Zoom, weekly
- Parent Advisory Committee meeting
- Teacher/Staff meetings - occur weekly; discussions include how to improve the academic outcomes and social/emotional experiences at the school.
- Student input - Surveys were used to capture student input formally. Staff also share information about informal discussions with students regarding the educational experience.
- Principals/Administrators - meet regularly
- Consultation with SELPA - the SELPA is consulted and gives input on the LCAP

Many of these regularly scheduled meetings continue during the 2021-22 school year. Especially useful are the Principal Office Hours where parents can discuss concerns and ideas; staff/principal/administrator meetings to review and discuss the success of current improvement strategies; and informal discussions with students. A survey will be done this Spring to gather comparative data to evaluate changes in academic and social/emotional programs.

HSHMC will continue to engage in two-way communication with their educational partners to gather input on how to best use new resources to support the health, wellness, social/emotional and academic needs of their students and staff.

A description of how the LEA used, or plans to use, the additional concentration grant add-on funding it received to increase the number of staff who provide direct services to students on school campuses with an enrollment of students who are low-income, English learners, and/or foster youth that is greater than 55 percent.

HSHMC Charter School has an unduplicated student count of over 55%, and will use the concentration grant add-on funding to increase the time/hours allocated to staff who are already engaged in direct services to students at HSHMC, with a focus on the needs of Low Income, English Learners and/or Foster Youth. This will allow the school to expand services listed in the LCAP in Goal 2, Actions 1 and 3.

Action 1 - Provides supplemental personnel (ie. Instructional Coaches, Graduation coach, RTI teacher, etc...) focused on meeting the needs of unduplicated student groups. This also includes the Academic Recovery Program and SWAG Lab.

Action 3 - Students who are not meeting attendance standards will receive counseling and home visits from attendance staff.

A description of how and when the LEA engaged its educational partners on the use of one-time federal funds received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on pupils.

Health Science High and Middle College has a strong relationship with the students at the school and their families. Students and families choose to attend the school because it does have a strong connection to the community and because it has a strong college and career preparation program and culture. The collaboration and connections between the community partners, school staff, administration, students and families creates a strong safety net for students and families, and a strong support for promoting student motivation and success. This web of connections continued during the pandemic and will continue to support the school moving forward into the future.

The specific engagement with educational partners regarding the development of the ESSER III plan, and other plans such as the ELOG plan, was outlined in the ESSER III Expenditure Plan and aligns with the LCAP development process outlined in prompt #1.

A description of how the LEA is implementing the federal American Rescue Plan Act and federal Elementary and Secondary School Emergency Relief expenditure plan, and the successes and challenges experienced during implementation.

While HSHMC has not expended any of its ESSER III funds yet, it will be doing so in alignment with Expenditure Plan and with a focus on maintaining the health and safety of students, educators, and other staff, and to ensure the continuity of services, as required by the federal American Rescue Plan Act of 2021, and its implementation of the federal Elementary and Secondary School Emergency Relief (ESSER) expenditure plan.

Specifically ESSER III funds will be used to:

- Provide additional supplies and upgraded facilities to ensure students and staff are learning/working in a safe and healthy environment.
- Provide additional ELD tutoring and Extended Day/Year options to meet the needs of diverse learners, especially EL, Low Income and Foster/Homeless students
- Supplemental Personnel/Class Size Reduction teachers
- Additional Counseling to help students get the academic and social/emotional support they need to be successful.

Each of these actions builds on priorities and actions in the 2021-22 LCAP

A description of how the LEA is using its fiscal resources received for the 2021–22 school year in a manner that is consistent with the applicable plans and is aligned with the LEA’s 2021–22 LCAP and Annual Update.

The HSHMC 2021-22 LCAP and Annual Update is the foundational document that guides decisions for the charter school. The LCAP is created with substantial community input and reflects the priorities of the staff, parents and community. The LCFF funds within the LCAP provide for the basic needs of the charter and foundational resources for learning. The additional resources from LCFF S/C funds provide additional support for struggling students and expanded programs to connect students and families to school. Other state and federal funds that HSHMC receives complement and extend the actions and services already in place. The LCAP goals are the lens through which decisions are made on how to spend additional resources.

During COVID additional needs were addressed through the Safe Return to In-Person Instruction and Continuity of Services Plan and the ESSER III Expenditure Plan, among others. These plans addressed health and safety requirements not imagined before, and also provided support to maintain a focus on quality instruction in new and challenging environments. The additional resources will help the charter meet new challenges and maintain its focus on the priorities and actions in the LCAP, through new means and formats.

Instructions for the Supplement to the Annual Update for the 2021–22 Local Control and Accountability Plan Year

For additional questions or technical assistance related to the completion of the Supplement to the Annual Update to the 2021–22 Local Control and Accountability Plan (LCAP), please contact the local county office of education (COE), or the California Department of Education’s (CDE’s) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at lcff@cde.ca.gov.

Introduction

California’s 2021–22 Budget Act, the federal American Rescue Plan Act of 2021, and other state and federal relief acts have provided local educational agencies (LEAs) with a significant increase in funding to support students, teachers, staff, and their communities in recovering from the COVID-19 pandemic and to address the impacts of distance learning on students. Section 124(e) of Assembly Bill 130 requires LEAs to present an update on the Annual Update to the 2021–22 LCAP and Budget Overview for Parents on or before February 28, 2022, at a regularly scheduled meeting of the governing board or body of the LEA. At this meeting, the LEA must include all of the following:

- The Supplement to the Annual Update for the 2021–22 LCAP (2021–22 Supplement);
- All available mid-year outcome data related to metrics identified in the 2021–22 LCAP; and
- Mid-year expenditure and implementation data on all actions identified in the 2021–22 LCAP.

When reporting available mid-year outcome, expenditure, and implementation data, LEAs have flexibility to provide this information as best suits the local context, provided that it is succinct and contains a level of detail that is meaningful and accessible for the LEA’s educational partners.

The 2021–22 Supplement is considered part of the 2022–23 LCAP for the purposes of adoption, review, and approval, and must be included with the LCAP as follows:

- The 2022–23 Budget Overview for Parents
- The 2021–22 Supplement
- The 2022–23 LCAP
- The Action Tables for the 2022–23 LCAP
- The Instructions for the LCAP Template

As such, the 2021–22 Supplement will be submitted for review and approval as part of the LEA’s 2022–23 LCAP.

Instructions

Respond to the following prompts, as required. In responding to these prompts, LEAs must, to the greatest extent practicable, provide succinct responses that contain a level of detail that will be meaningful and accessible for the LEA's educational partners and the broader public and must, to the greatest extent practicable, use language that is understandable and accessible to parents.

In responding to these prompts, the LEA has flexibility to reference information provided in other planning documents. An LEA that chooses to reference information provided in other planning documents must identify the plan(s) being referenced, where the plan(s) are located (such as a link to a web page), and where in the plan the information being referenced may be found.

Prompt 1: *“A description of how and when the LEA engaged, or plans to engage, its educational partners on the use of funds provided through the Budget Act of 2021 that were not included in the 2021–22 Local Control and Accountability Plan (LCAP).”*

In general, LEAs have flexibility in deciding what funds are included in the LCAP and to what extent those funds are included. If the LEA received funding through the Budget Act of 2021 that it would have typically included within its LCAP, identify the funds provided in the Budget Act of 2021 that were not included in the LCAP and provide a description of how the LEA has engaged its educational partners on the use of funds. If an LEA included the applicable funds in its adopted 2021–22 LCAP, provide this explanation.

Prompt 2: *“A description of how LEA used, or plans to use, the concentration grant add-on funding it received to increase the number of staff who provide direct services to students on school campuses with an enrollment of students who are low-income, English learners, and/or foster youth that is greater than 55 percent.”*

If LEA does not receive a concentration grant or the concentration grant add-on, provide this explanation.

Describe how the LEA is using, or plans to use, the concentration grant add-on funds received consistent with California *Education Code* Section 42238.02, as amended, to increase the number of certificated staff, classified staff, or both, including custodial staff, who provide direct services to students on school campuses with greater than 55 percent unduplicated pupil enrollment, as compared to schools with an enrollment of unduplicated students that is equal to or less than 55 percent.

In the event that the additional concentration grant add-on is not sufficient to increase the number of staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, describe how the LEA is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent.

Prompt 3: *“A description of how and when the LEA engaged its educational partners on the use of one-time federal funds received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on pupils.”*

If the LEA did not receive one-time federal funding to support recovery from the COVID-19 pandemic and the impacts of distance learning on students, provide this explanation.

Describe how and when the LEA engaged its educational partners on the use of one-time federal funds it received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on students. See the COVID-19 Relief Funding Summary Sheet web page (<https://www.cde.ca.gov/fq/cr/relieffunds.asp>) for a listing of COVID-19 relief funding and the Federal Stimulus Funding web page (<https://www.cde.ca.gov/fq/cr/>) for additional information on these funds. The LEA is not required to describe engagement that has taken place related to state funds.

Prompt 4: “A description of how the LEA is implementing the federal American Rescue Plan Act and federal Elementary and Secondary School Emergency Relief expenditure plan, and the successes and challenges experienced during implementation.”

If an LEA does not receive ESSER III funding, provide this explanation.

Describe the LEA’s implementation of its efforts to maintain the health and safety of students, educators, and other staff and ensure the continuity of services, as required by the federal American Rescue Plan Act of 2021, and its implementation of the federal Elementary and Secondary School Emergency Relief (ESSER) expenditure plan to date, including successes and challenges.

Prompt 5: “A description of how the LEA is using its fiscal resources received for the 2021–22 school year in a manner that is consistent with the applicable plans and is aligned with the LEA’s 2021–22 LCAP and Annual Update.”

Summarize how the LEA is using its fiscal resources received for the 2021–22 school year to implement the requirements of applicable plans in a manner that is aligned with the LEA’s 2021–22 LCAP. For purposes of responding to this prompt, “applicable plans” include the Safe Return to In-Person Instruction and Continuity of Services Plan and the ESSER III Expenditure Plan.

California Department of Education
November 2021

Cover Sheet

LCAP Midyear Outcome Data

Section: II. Information Items
Item: D. LCAP Midyear Outcome Data
Purpose: FYI
Submitted by:
Related Material: MidYear Outcome Data HSHMC - INFO.docx

Available Mid-Year Outcome Data Related To Metrics In The 2021–22 LCAP HSHMC

Goal 1

LCAP Metric	Baseline	Midyear Update
Percent of teachers who are appropriately assigned and fully credentialed, including teachers of English Learners, as measured by Local Indicator 1 tools	100% of teachers are appropriately assigned and fully credentialed	100% of teachers are appropriately assigned and fully credentialed.
Access to Standards aligned instructional materials, as measured by tools in Local Indicator1.	100% of students have sufficient access to California Standards aligned instructional materials	Local Indicator will be updated during Spring 2022 LCAP process
School facilities are in good repair, as measured by Local Indicator 1 - FIT Report.	100% of the facilities are safe, clean and functional, and maintained in good repair.	Local Indicator will be updated during Spring 2022 LCAP process (If FIT has already been done in 2021-22 replace the comment with the results)
Progress in implementing California state academic standards, as measured by sections 3 and 4 of the Reflection Tool in the Local Indicator for Priority2.	ELA - 4 (Full Implementation) ELD - 4 Math - 4 Science - 4 History-Social Science - 4 CTE - 5 (Full implementation and Sustainability) Health - 3 (Initial Implementation) Physical Education - 3 VAPA - 3 World Languages - 3	Local Indicator will be updated during Spring 2022 LCAP process
Percent of students who have access to a Broad Course of Study, including programs and services provided for unduplicated pupils and individuals with exceptional needs, as measured by the adopted course of study and the narrative in the Local Indicator for Priority 7.	100% of all students, including unduplicated pupils and individuals with exceptional needs,	Local Indicator will be updated during Spring 2022 LCAP process

Available Mid-Year Outcome Data Related To Metrics In The 2021–22 LCAP HSHMC

Goal 2

LCAP Metric	Baseline	Midyear Update
<p>Statewide assessments in ELA and Math Since statewide assessment results are not available from 2020, the 2019 results will be used as a baseline. Moving forward interim local assessment results may be used until CAASPP results are available again.</p> <p>(Data also demonstrates EL access to CCSS and academic content knowledge)</p>	<p>English Language Arts (2019 SBAC) All students - 5.3 points above standard EL - 78.4 points below standard Socioeconomically Disadvantaged - 9.9 points below standard Students with Disabilities - 67.9 points below standard</p> <p>Math - (2019 SBAC) All students - 108.2 points below standard EL - 190.2 points below standard Socioeconomically Disadvantaged - 128.3 points below standard Students with Disabilities - 148.4 points below standard</p>	<p>Data not available in a comparable format - does HSHMC have local/benchmark data for ELA or Math?</p>
<p>Other Pupil Outcomes</p>	<p>California Science Test - 17.97% met or exceeded standards</p> <p>Physical Fitness Test - set baseline next time the test is given, possibly in 2022</p>	<p>California Science Test – 27.27% met or exceeded standards</p>
<p>Improvement in College and Career Indicators from California Schools Dashboard</p> <p>*HSHMC will monitor disaggregated results internally with a goal of closing any gap between all students and unduplicated student groups.</p>	<p>A-G completion rate - 98.4% in CCI report (2020)</p> <p>Percent Prepared on College and Career Indicator on the California Dashboard - 83.8% (2020)</p> <p>CTE Pathway Completion – 24.2% (2020)</p>	<p>A-G completion rate – 92.2% (2021)</p> <p>Dashboard data not available</p> <p>CTE Pathway Completion 23.4% (2021)</p>
<p>English Learner Progress and Reclassification This also demonstrates how programs enable English Learners to access ELD standards.</p>	<p>2019 - 55% of English Learners are making progress towards English Language Proficiency</p> <p>2019 EL Reclassification Rate - 10%.</p>	<p>ELPI – data not available yet</p> <p>2020-21 Reclassification Rate 2.2%</p>

**Available Mid-Year Outcome Data Related To Metrics In The 2021–22 LCAP
HSHMC**

Graduation Rate, disaggregated	2020 GraduationRate - 97.3% all students EL - 93.3% Socioeconomically Disadvantaged - 96.7% Students withDisabilities - 88.9%	2021 Graduation rate – 98.1% EL – 96.8% SED – 97.7% SWD – 94.4%
High School Dropout Rate will decrease, or remain below 1%	High School, Allstudents - 1.3% Dropout rate	2021 – 0.6%
Suspensions and Expulsion	2020 Suspension Rate - all students = 0.2 % 2020 Expulsion rate - all students = 0	2021 – 0% Suspensions 2021 – 0% Expulsions
Attendance and Chronic Absenteeism rates	Attendance rate 2020 - 97.24% Chronic Absenteeism 2020 - approximately 4%	Attendance rate 2021 - ? % Chronic Absenteeism 2021 - 12.4%
Advanced Placement Pass Rate	HSHMC does not offer Advanced Placement Courses	
Surveys results on school safety and connectedness.		

Goal 3

Available Mid-Year Outcome Data Related To Metrics In The 2021–22 LCAP**HSHMC**

LCAP Metric	Baseline	Midyear Update
Maintain the level of parent input in decision making at HSHMC, as measured by the Local Indicator on Parent and Family Engagement, #11, which states "Rate the LEA's progress in providing all families with opportunities to provide input on policies and programs, and implementing strategies to reach and seek input from any underrepresented groups in the school community."	#11 - Full implementation and Sustainability	Local Indicator will be updated during Spring 2022 LCAP process
Promoting Parental Participation in programs for unduplicated students and individuals with exceptional needs, as measured by the number and types of both outreach strategies and events held.	The baseline for 2020-21 may not be comparable to future years due to COVID restrictions. Outreach strategies - Events held -	2021 Outreach strategies - Events held -
Increase positive responses on Parent/Family Climate Survey Increase feelings of being valued and welcomed on MyVoice student survey	Parent/Family Climate Survey - establish baseline MyVoice Student Survey - 2019-20 students feeling welcomed - 81% students feeling valued - 48.4%	Updated survey results?

Cover Sheet

2021-2022 HSHMC 2nd Interims

Section: III. Action Items - Consent Agenda
Item: A. 2021-2022 HSHMC 2nd Interims
Purpose: Discuss
Submitted by:
Related Material: 2nd Interim - Health Sciences.xlsx

Cover Sheet

LCAP SPSA

Section:	III. Action Items - Consent Agenda
Item:	D. LCAP SPSA
Purpose:	Discuss
Submitted by:	
Related Material:	SPSA draft HSHMC.2.17.22.docx

School Year: [2020-21]

School Plan for Student Achievement (SPSA)

School Name	County-District-School (CDS) Code	Schoolsite Council (SSC) Approval Date	Local Board Approval Date
Health Sciences High and Middle College	37683380114462	[Add SSC Approval Date here]	[Add Local Board Approval date here]

Purpose and Description

Briefly describe the purpose of this plan (Select from Schoolwide Program, Comprehensive Support and Improvement, Targeted Support and Improvement, or Additional Targeted Support and Improvement)

Schoolwide Program

Briefly describe the school’s plan for effectively meeting the ESSA requirements in alignment with the Local Control and Accountability Plan and other federal, state, and local programs.

HSHMC is a single school LEA (charter) that generally uses its LCAP as the SPSA. Due to the lack of an LCAP in 2020-21 (due to COVID-19 based requirement changes) HSHMC is creating this SPSA, using the same goals as the LCAP, and the same LCAP community engagement activities to inform the development of the SPSA. The LCAP goals support the entire school program and provide the focus and priorities for the allocation of resources at the school.

Stakeholder Involvement

Involvement Process for the SPSA and Annual Review and Update

Prior to COVID-19 school shut down, HSHMC had engaged in regular stakeholder engagement activities to inform and share the development on the LCAP and the Annual Updates. These activities included:

- Parent Advisory Group meetings
- Family nights
- Parent, student and staff surveys
- Staff meetings
- Board meeting with public hearing regarding the draft LCAP

Since the beginning of COVID-19’s impact on education, HSHMC has been working with all stakeholders in a transparent and proactive manner to find the best possible solutions for students, parents and staff. As changes in state and county requirements for schools are enacted the school has responded with a focus on ensuring safety, while maintaining continuity and a quality education. Resources and processes for maintaining communication and collaboration between course instructors, ELD and special education specialists, all staff, students, parents and administration were a priority.

Parents/Students: Both extensive and ongoing outreach to parents and students occurred to ensure students were aware of, had access to, and understood the advantages of the supports and services available.

Surveys, work with parent leadership teams, parent academies and trainings are all part of the on-going, two-way communication system at HSHMC. Staff meets regularly to share updates and problem solve challenges.

Public meetings and hearings were held virtually since March 16, 2020, per Executive Order N-29-20. Advance notice regarding meetings, including time, agenda and teleconferencing information, was done in a variety of ways, including notices on the website, Facebook and other distribution channels. When possible, virtual meetings were held using platforms that are accessible via phones, tablets and/or computers, and included social networking platforms to expand availability.

Key themes were noted from all stakeholder meetings, and influenced both the development of the SPSA, and the eventual 2021-24 LCAP.

Goals, Strategies, Expenditures, & Annual Review

Complete a copy of the Goal table for each of the school's goals. Duplicate the table as needed.

Goal 1

All students will benefit from the maintenance of a strong base program that is foundational to student academic success at HSHMC.

Identified Need

Tier 1 Instruction is the foundation for building successful programs that meet the needs of all students. At-risk students need additional support to access core curriculum

Annual Measurable Outcomes

Metrics for Expected Outcomes will be found in the 2022-23 LCAP.

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
Progress in implementing state academic standards, as measured by the Reflection Tool in the Local Indicator for Implementation of Academic Standards on the California Schools Dashboard.	HSHMC had a rating of 4 (Full Implementation), or 5 (Implementation and Sustainability), for each content area in all sections of the Reflection Tool (PD, Instructional Materials, Policy and Program Support, Implementation of Standards, and Engagement of School Leadership), with the exception of ratings of 3 (Initial Implementation) for Physical Education, World Language, Health Education and Visual/Performing Arts in the section for Implementation of Standards.	HSHMC will progress to earning a 4 or 5 for all content areas in all sections of the Reflection Tool.
The extent to which students have access to, and are enrolled in, a broad course of study, including programs and services for unduplicated students and students with exceptional needs, as reported on the Local Indicator, question 2.	All students have access to, and are enrolled in, a broad course of study, included programs and services for unduplicated students and individuals with exceptional needs.	100% of the students have access to, and are enrolled in, a broad course of study, included programs and services for unduplicated students and individuals with exceptional needs

Strategy/Activity 1

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students, with a focus on English Learner, Low Income, Homeless and Foster Youth, and students with exceptional needs

Strategy/Activity

Supplemental materials/software and personnel (including Instructional/College Coaches and Resource Teachers) will be provided to better meet the unique needs of those students not meeting grade level standards. This may include virtual instruction supports, supplies and materials.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
\$147,000;	Title 1; LCFF

Strategy/Activity 2

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students, with a focus on English Learners

Strategy/Activity

Professional Development and academic coaching focused on supporting research-based instruction to improve the outcomes of all at risk students and especially on meeting the needs of English Learners and Foster/Homeless students.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
\$2,500; \$20,000; 7,000	Title III; Title II; Title I

Goal 2

Student achievement will be accelerated through a defined system of high-quality instruction supported by academic and social- emotional programs and interventions.

Identified Need

The HSHMC community (staff, parents and students) recognize that every student deserves the opportunity to earn a diploma that matters. Research indicates that this can only happen in an environment where both academic and social/emotional needs of students are met. In reviewing state and local data with the HSHMC community both successes and challenges exist. The charter will continue to monitor all indicators to determine areas of need.

Annual Measurable Outcomes

Metrics for Expected Outcomes will be found in the 2022-23 LCAP.

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
Statewide assessment results in ELA, Math	<p>English Language Arts (2019 SBAC)</p> <p>All students - 5.3points above standard</p> <p>EL - 78.4 points below standard</p> <p>Socioeconomically Disadvantaged - 9.9 points below standard</p> <p>Math - (2019 SBAC)</p> <p>All students - 108.2 points belowstandard</p> <p>EL - 190.2 points below standard</p> <p>Socioeconomically Disadvantaged - 128.3 points below</p>	Maintain or improve scores
[College/Career Indicator]	Percent Prepared on College and Career Indicator on the California Dashboard - 83.8% (2020)	Maintain or improve rate
Attendance Rate and Chronic Absenteeism Rate	Attendance Rate 2020 – 97.24%	2021 – maintain or increase <i>COVID conditions impacted attendance calculations.</i>
A Suspension and Expulsion Rates	<p>2020 Suspension Rate - all students = 0.2 %</p> <p>2020 Expulsion rate - all students = 0</p>	Maintain both measures at under 1%.

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
Graduation Rate and Dropout Rate	2020 GraduationRate - 97.3% all students EL - 93.3% Socioeconomically Disadvantaged - 96.7% All students - 1.3% Dropout rate	Maintain or improve graduation and Dropout rates
Students feelings of school safety and connectedness, as measured by an annual survey.	2020 survey was not provided due to covid and 100% at home learning.	Results will improve
English Learner Progress	2019 - 55% of Els are making progress towards English LanguageProficiency	Improve rate
English Learner Reclassification Rate	2019 EL Reclassification Rate - 10%.	Improve rate

Strategy/Activity 1

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

Students who are not meeting attendance standards will receive counseling and home visits from attendance staff.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
\$10,000; \$10,000	Title 1; LCFF

Strategy/Activity 2

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

English Learners

Strategy/Activity

Supplemental, research proven, instructional support and intervention strategies will be provided to meet the unique needs of English Learner students

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
5,000; \$10,000	Title I; Title III

Strategy/Activity 3

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students, with an emphasis on students not meeting grade level standards.

Strategy/Activity

For students who need additional levels of support, programs are available outside the regular school day. This includes summer sessions, Saturday School, or other types of interventions

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
\$26,000	Title I

Strategy/Activity 4

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students

Strategy/Activity

School Plan for Student Achievement Appendices| Page 7 of 6

In response to the concerns and Social/Emotional needs of students and staff HSHMC will provide more SEL activities and support staff. This will may include Restorative Practices, School Climate Team, equity work and more. Focused supports will be provided for Foster/homeless students.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
\$37,000	Title I

Goal 3

Student, family and community voice, in partnership with HSHMC staff, will build engagement and enhance the welcoming and inclusive climate and culture at HSHMC.

Identified Need

Surveys of our parents, staff and community indicate that this is a high priority area and so we are always looking for ways to continue to improve. We believe that parent participation in their young adult's education is a key factor in enhancing student success.

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
Parent surveys	MyVoice 2019-20 Parent Family Survey	Increase in parent voice and involvement. Positive student survey responses.

Strategy/Activity 1

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students with a focus on ensuring representation from all student groups.

Strategy/Activity

Increase meaningful involvement by parents, students and community in Leadership groups and in school events, by removing barriers to participation, improving communication and offering topics of interest to parents.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
\$10,000; \$5,000	LCFF; Title I

Budget Summary

Complete the table below. Schools may include additional information. Adjust the table as needed. The Budget Summary is required for schools funded through the ConApp, and/or that receive funds from the LEA for Comprehensive Support and Improvement (CSI).

Budget Summary

DESCRIPTION	AMOUNT
Total Federal Funds Provided to the School Through the Consolidated Application	\$ 188,653
Total Federal Funds Provided to the School from the LEA for CSI	\$ 0
Total Funds Budgeted for Strategies to Meet the Goals in the SPSA	\$ 289,500

Federal, State, and Local Funds

List the additional Federal programs that the school is including in the schoolwide program. Adjust the table as needed. If the school is not operating a Title I schoolwide program this section is not applicable and may be deleted.

Federal Programs	Allocation (\$)
Title I	\$154791
Title II	\$23,192
Title III	\$10,670

State or Local Programs	Allocation (\$)
LCFF	\$100,847

Total of state or local funds included in SPSA for this school: \$ 100,847

Cover Sheet

CalSHAPE Program Application

Section:	III. Action Items - Consent Agenda
Item:	E. CalSHAPE Program Application
Purpose:	Discuss
Submitted by:	
Related Material:	CalSHAPE_Resolution_HSHMC.pdf CEC146-21R1VA0992.pdf Payee_Data_Record_STD-204 - HSHMC.pdf

GRANT AGREEMENT



<p>RECIPIENT</p> <p>Health Sciences High</p>	<p>AGREEMENT NUMBER</p> <p>21R1VA0992</p>
<p>ADDRESS</p> <p>Ian Pumpian 3910 University Avenue Suite 100 San Diego, CA 92105-7302</p>	<p>AGREEMENT TERM</p> <p>Ends 24 months after Effective Date</p> <p>The effective date of this Agreement is either the start date or the approval signature date by the California Energy Commission representative below, whichever is later. The California Energy Commission shall be the last party to sign. No work is authorized, nor shall any work begin, until on or after the effective date.</p>

PROJECT DESCRIPTION
 The parties agree to comply with the terms and conditions of the following Exhibits which are by this reference made a part of the agreement.

- Exhibit A – Scope of Work**
- Exhibit B – Budget**
- Exhibit C – Agreement Contacts**
- Exhibit D – Terms and Conditions**

<p>EIMBURSABLE AMOUNT</p> <p>\$155,880.00</p>
<p>Total of REIMBURSABLE AMOUNT</p> <p>\$155,880.00</p>

The undersigned parties have read the attachments to this agreement and will comply with the standards and requirements contained therein.

CALIFORNIA ENERGY COMMISSION		RECIPIENT	
AUTHORIZED SIGNATURE	DATE	AUTHORIZED SIGNATURE	DATE
<p>NAME</p> <p>Adrienne Winuk</p>		<p>NAME</p>	
<p>TITLE</p> <p>Contracts, Grants, and Loans Office Manager</p>		<p>TITLE</p>	
<p>CALIFORNIA ENERGY COMMISSION ADDRESS</p> <p>1516 9th Street, MS 18, Sacramento, CA 95814</p>			

EXHIBIT A Scope of Work

Health Sciences High 37683380114462

Total Number of Sites 1

Site Name

Health Sciences High

CDS Code

37683380114462

Health Sciences High

Category

Assessment & Maintenance

Filter

Monitor

Unit Count

89

4

51

EXHIBIT B Budget

Health Sciences High 37683380114462

**Total Requested Amount
\$155,880.00**

Site Name

Health Sciences High

**Requested Amount
\$155,880.00**

Health Sciences High

Category

Assessment & Maintenance

Filter

Monitor

Contingency

Requested Amount

\$99,000.00

\$300.00

\$30,600.00

\$25,980.00

Total Grant Award

Initial Payment

Final Payment

\$155,880.00

\$77,940.00

\$77,940.00

EXHIBIT C Contacts

CalSHAPE Program Staff

California Energy Commission
715 P Street
Sacramento, CA 95814
E-mail: CalSHAPE@energy.ca.gov

Confidential Deliverables/Products

Adrienne Winuk, Manager
California Energy Commission
Contracts, Grants and Loans Office
715 P Street, MS - 18
Sacramento, CA 95814
E-mail: Adrienne.Winuk@energy.ca.gov

Invoices, Progress Reports and Non-Confidential Deliverables to

Mary Hung
California Energy Commission
Accounting Office
714 P Street MS - 2
Sacramento, CA 95813
E-mail: Mary.Hung@energy.ca.gov

EXHIBIT C Contacts

LEA Contact (Primary)

Name
Address
City, State, Zip
E-mail

LEA Contact (Alternate)

Name
Address
City, State, Zip
E-mail

LEA Contact (Alternate)

Name
Address
City, State, Zip
E-mail

EXHIBIT D

CALIFORNIA SCHOOLS HEALTHY AIR, PLUMBING, AND EFFICIENCY (CALSHAPE) STANDARD GRANT TERMS AND CONDITIONS

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1. **Introduction**

This grant agreement (Agreement) between the California Energy Commission (Energy Commission, or Commission) and the Recipient is funded by the School Energy Efficiency Stimulus Program, established by Assembly Bill 841 (Ting, Chapter 372, Statutes of 2020), which in part provides grants to assess, maintain, adjust, repair, or upgrade heating, ventilation, and air conditioning systems. This grant program is referred to as the California Schools Healthy Air, Plumbing, and Efficiency (CalSHAPE) Ventilation Program.

This Agreement includes: (1) the Agreement signature page (**form CEC-146**); (2) the scope of work (**Exhibit A**); (3) the budget (**Exhibit B**); (4) a contacts list (**Exhibit C**); (5) these terms and conditions, which are standard requirements for CalSHAPE ventilation program grant awards (**Exhibit D**); (6) any special terms and conditions that the Energy Commission may impose to address the unique circumstances of the funded project, which take precedence in the event of a conflict with any provision of these terms and conditions (**Exhibit E**); (7) all attachments; and (8) all documents incorporated by reference.

All work and expenditure of Commission-reimbursed funds must occur prior to the Agreement term end date specified on the CEC-146 form.

2. **Documents Incorporated by Reference**

The documents below are incorporated by reference into this Agreement. These terms and conditions will govern in the event of a conflict with the documents below, with the exception of the documents in subsections (f) and (g) below. Where this Agreement or California laws and regulations are silent or do not apply, the Energy Commission will use the federal cost principles and acquisition regulations listed below as guidance in determining whether reimbursement of claimed costs is allowable. Documents incorporated by reference include:

Funding Documents

- a. The notice of funding availability for the project supported by this Agreement
- b. The Recipient's application submitted in response to the notice of funding availability

Program Guidelines

- c. CalSHAPE Ventilation Program Commission Guidelines, available at <https://www.energy.ca.gov/programs-and-topics/programs/california-schools-healthy-air-plumbing-and-efficiency-program>

Federal Cost Principles (*applicable to state and local governments, Indian tribes, institutions of higher education, and nonprofit organizations*)

- d. 2 Code of Federal Regulations (CFR) Part 200, Subpart E (Sections 200.400 et seq.)

Federal Acquisition Regulations (*applicable to commercial organizations*)

- e. 48 CFR, Ch.1, Subchapter E, Part 31, Subpart 31.2: Contracts with Commercial Organizations (supplemented by 48 CFR, Ch. 9, Subchapter E, Part 931, Subpart 931.2 for Department of Energy grants)

Nondiscrimination

- f. 2 California Code of Regulations, Section 11099 et seq.: Contractor Nondiscrimination and Compliance

General Laws

- g. Any federal, state, or local laws or regulations applicable to the project that are not expressly listed in this Agreement

3. **Standard of Performance**

In performing work under the Agreement, the Recipient, its subcontractors, and their employees are responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures for the type of work performed.

4. **Due Diligence**

- a. The Recipient must take timely actions that, taken collectively, move this project to completion.
- b. Energy Commission staff will periodically evaluate the project schedule for completion of Scope of Work tasks. This evaluation may include but not be limited to random checks of project progress at periodic intervals set by the Energy Commission. Recipients subject to a project check must complete a progress report using a template prepared by the Energy Commission to provide information on the project status and expected completion date.
- c. If Energy Commission staff determines that: (1) the Recipient is not diligently completing the tasks in the Scope of Work; or (2) the time remaining in this Agreement is insufficient to complete all project tasks by the Agreement end date, Energy Commission staff may recommend that this Agreement be terminated, and the Commission may terminate this Agreement without prejudice to any of its other remedies.

5. **Products**

- a. **“Products”** are any tangible item specified for delivery to the Energy Commission in the Scope of Work, such as reports and summaries. The Recipient will submit all products identified in the Scope of Work to Energy Commission staff, in the manner and form specified in the Scope of Work.

If Energy Commission staff determines that a product is substandard given its description and intended use as described in this Agreement, Energy Commission staff, without prejudice to any of the Commission’s other remedies, may refuse to authorize payment for the product and any subsequent products that rely on or are based upon the product under this Agreement.

- b. **Failure to Submit Products**

Failure to submit a product required in the Scope of Work may be considered material noncompliance with the Agreement terms. Without prejudice to any other remedies, noncompliance may result in actions such as the withholding of future payments or awards, or the suspension or termination of the Agreement.

- c. **Legal Statements on Products**

All documents that result from work funded by this Agreement and are released to the public must include the following statement to ensure no Commission endorsement of documents:

LEGAL NOTICE

This document was prepared as a result of work sponsored by the California Energy Commission. It does not necessarily represent the views of the Energy Commission, its employees, or the State of California. Neither the Commission, the State of California, nor the Commission's employees, contractors, or subcontractors makes any warranty, express or implied, or assumes any legal liability for the information in this document; nor does any party represent that the use of this information will not infringe upon privately owned rights. This document has not been approved or disapproved by the Commission, nor has the Commission passed upon the accuracy of the information in this document.

6. Amendments

a. Procedure for Requesting Extensions

The Recipient must submit a written request to the CalSHAPE Program for a one-time only extension to the Agreement, not to exceed six-months nor the final program reporting deadline date of June 1, 2026. The request must include:

- A brief summary of the proposed extension; and
- A brief summary of the reason(s) for the extension

b. Approval of Changes

No amendment or variation of this Agreement shall be valid unless made in writing and signed by both of the parties except for the Commission's unilateral termination rights in Section 16 of these terms. No oral understanding or agreement is binding on any of the parties.

7. Contracting and Procurement Procedures

This section provides general requirements for agreements entered into between the Recipient and subcontractors for the performance of this Agreement.

a. Contractor's Obligations to Subcontractors

1) The Recipient is responsible for handling all contractual and administrative issues arising out of or related to any subcontracts it enters into for the performance of this Agreement.

2) Nothing contained in this Agreement or otherwise creates any contractual relation between the Commission and any subcontractors, and no subcontract may relieve the Recipient of its responsibilities under this Agreement. The Recipient agrees to be as fully responsible to the Commission for the acts and omissions of its subcontractors or persons directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Recipient.

The Recipient's obligation to pay its subcontractors is an independent obligation from the Commission's obligation to make payments to the Recipient. As a result, the Commission has no obligation to pay or enforce the payment of any funds to any subcontractor.

3) The Recipient is responsible for establishing and maintaining contractual agreements with and reimbursing each subcontractor for work performed in accordance with the terms of this Agreement.

b. Flow-Down Provisions

Subcontracts funded in whole or in part by this Agreement must include language conforming to the provisions below, unless the subcontracts are entered into by the University of California (UC) or the U.S. Department of Energy (DOE) national laboratories. UC may use the terms and conditions negotiated by the Energy Commission with UC for its subcontracts. DOE national laboratories may use the terms and conditions negotiated with DOE (please contact the Commission Grants Officer for these terms).

- Standard of Performance (Section 3)
- Legal Statements on Products (included in Section 5, "Products")
- Prevailing Wage (Section 10)
- Recordkeeping, Cost Accounting, and Auditing (Section 11)
- Equipment (Section 14)
- Indemnification (Section 17)
- Intellectual Property (Section 20)
- Access to Sites and Records (included in Section 22, "General Provisions")
- Nondiscrimination (included in Section 23, "Certifications and Compliance")
- Survival of the following sections:
 - Equipment (Section 14)
 - Recordkeeping, Cost Accounting, and Auditing (Section 11)
 - Intellectual Property (Section 20)
 - Access to Sites and Records (included in Section 22, "General Provisions")

Subcontracts funded in whole or in part by this Agreement must also include the following:

- A clear and accurate description of the material, products, or services to be procured.
- A detailed budget and timeline.
- Provisions that allow for administrative, contractual, or legal remedies in instances where subcontractors breach contract terms, in addition to sanctions and penalties as may be appropriate.
- Provisions for termination by the Recipient, including termination procedures and the basis for settlement.
- A statement that further assignments will not be made to any third or subsequent tier subcontractor without additional advance written consent of the Commission.

c. Audits

All subcontracts entered into for the performance of this Agreement are subject to examination and audit by the Energy Commission, Bureau of State Audits, or the California Public Utilities Commission for a period of three (3) years after payment of the Recipient's final invoice under this Agreement.

d. Copies of Subcontracts

The Recipient must provide a copy of its subcontracts upon request by the Energy Commission.

e. Conflicting Subcontract Terms

Prior to the execution of this Agreement, the Recipient will notify the CalSHAPE Program of any known or reasonably foreseeable conflicts between this Agreement and its agreements with any subcontractors (e.g., conflicting intellectual property or payment terms). If the Recipient discovers any such conflicts after the execution of this Agreement, it will notify the CalSHAPE Program of the conflict within fifteen (15) days of discovery. The Energy Commission may, without prejudice to its other remedies, terminate this Agreement if any conflict impairs or diminishes its value.

f. Penalties for Noncompliance

Without limiting the Commission's other remedies, failure to comply with the above requirements may result in the termination of this Agreement.

8. Payment of Funds

a. Timing of Payment

See Chapter 3, Section G, Timing of Payment, of the CalSHAPE Ventilation Commission Guidelines.

Final payment will only be made after the Energy Commission: (1) receives and approves the Recipient's final reporting; and (2) receives and accepts all other required documentation necessary for the Energy Commission to determine the total final amount due to the Recipient, based on actual and allowable Incurred Costs and Paid Costs under this Agreement, up to the total grant award amount.

Without limiting any other rights and remedies available to the Energy Commission, Recipient must return funds to the Energy Commission received under this Agreement if, for example, the Recipient was overpaid in the first payment, did not complete the project, or did not meet other program requirements.

b. Reimbursable Cost Requirements

In addition to any other requirements in this Agreement, the Energy Commission is only obligated to reimburse the Recipient for Incurred and Paid Costs that are (1) incurred during the Agreement Term; (2) invoiced within the required timeframes of this Agreement; (3) made in accordance with the Agreement's Budget; and (4) actual and allowable expenses under this Agreement.

ALL of the items in the Budget are capped amounts (i.e., maximums), and the Recipient can only bill its ACTUAL amount up to capped amounts listed in the Budget. For example, if the Budget includes an employee's hourly rate of \$50/hour but the employee is only paid \$40/hour, the Recipient can only bill for \$40/hour. Under the same example, if the employee earned \$70/hour but the Budget only lists \$50/hour, the Recipient can only bill for \$50. If the actual rates exceed the approved rates in the Budget, the difference may be charged to the agreement as a match share expenditure.

c. Payment Requests

Recipient agrees and acknowledges that time is of the essence in submitting the final payment request. The Commission has a limited period of time, set by law, in which it can reimburse funds under this Agreement. Without prejudice to the Commission's other rights, the Recipient risks not receiving any funds, and relieves the Commission of any duty and liability whatsoever to pay, for any payment requests received after the end of the Agreement.

d. Invoice Approval and Disputes:

Payment is subject to Energy Commission staff's approval. Payments will be made to the Recipient for undisputed invoices. An undisputed invoice is an invoice submitted by the Recipient for work performed, for which project expenditures and products meet all Agreement conditions, and for which additional evidence is not required to determine its validity.

The invoice will be disputed if all products due for the billing period have not been received and approved, if the invoice is inaccurate, or if it does not comply with the terms of this Agreement. If the invoice is disputed, the Recipient will be notified by the CEC.

e. Multiple Non-Energy Commission Funding Sources:

No payment will be made for costs identified in recipient invoices that have been or will be reimbursed by another source, including but not limited to an agreement with another government entity.

"Government Entity" means: (1) a state governmental agency; (2) a state college or university; (3) a local government entity or agency, including those created as a Joint Powers Authority; (4) an auxiliary organization of the California State University or a California community college; (5) the federal government; (6) a foundation organized to support the Board of Governors of the California Community Colleges; and (7) an auxiliary organization of the Student Aid Commission established under California Education Code Section 69522.

f. Reduced funding:

If the Energy Commission does not receive sufficient funds under the Budget Act or from the investor-owned utility administrators of the CalSHAPE program to fully fund the work identified in Exhibit A (Scope of Work), the following will occur:

- 1) If the Energy Commission has received a reduced amount of funds for the work, it may: (1) offer an Agreement amendment to the Recipient to reflect the reduced amount; or (2) cancel this Agreement (with no liability occurring to the State).
- 2) If the Energy Commission has received no funds for the work identified in Exhibit A: (1) this Agreement will be of no force and effect; (2) the State will have no obligation to pay any funds to the Recipient; and (3) the Recipient will have no obligation to perform any work under this Agreement.

g. Allowability of Costs

- 1) Allowable Costs

The costs for which the Recipient will be reimbursed under this Agreement include all costs, direct and indirect, incurred in the performance of the work identified in the Scope of Work. Costs must be incurred within the Agreement term. Factors to be considered in determining whether an individual item of cost is allowable include: (i) reasonableness of the item, including necessity of the item for the work; (ii) applicable federal cost principles or acquisition regulations incorporated by reference in Section 2 of this Agreement; and (iii) the terms and conditions of this Agreement.

2) Unallowable Costs

See Chapter 3, Section I, Ineligible Costs, of the CalSHAPE Ventilation Program Commission Guidelines.

3) Except as provided for in this Agreement or applicable California law or regulations, the Recipient will use the federal cost principles and/or acquisition regulations incorporated by reference in Section 2 of this Agreement when determining allowable and unallowable costs. In the event of a conflict, this Agreement takes precedence over the federal cost principles and/or acquisition regulations.

h. Final Invoice for Remaining Funds

See Chapter 4, Section C, Final Documentation and Invoice for Remaining Funds, of the CalSHAPE Ventilation Program Commission Guidelines. The Recipient must submit all invoices electronically by uploading them to the CalSHAPE Online System, which is found at <https://calshape.energy.ca.gov/>.

i. If the Recipient has not otherwise provided to the Commission documentation showing the Recipient's payment of Incurred Costs, the Recipient shall provide such documentation as soon as possible and not later than three working days from a request from Commission personnel.

j. Certification

The following certification will be included on each payment request form and signed by the Recipient's authorized officer:

The documents included in this request for payment are true and correct to the best of my knowledge and I have authority to submit this request. I certify that reimbursement for these costs has not and will not be received from any other sources, including but not limited to a government entity contract, subcontract, or other procurement method. For projects considered to be a public work, prevailing wages were paid to eligible workers who provided labor for the work covered by this invoice; the Recipient and all subcontractors have complied with prevailing wage laws.

9. **Reserved**

10. **Prevailing Wage**

a. Requirement

Projects funded by the Energy Commission often involve construction, alteration, demolition, installation, repair, or maintenance work over \$1,000. Such projects might be considered “public works” under the California Labor Code (See California Labor Code Section 1720 et seq. and Title 8 California Code of Regulations, Section 16000 et seq.). Public works projects require the payment of prevailing wages. Prevailing wage rates can be significantly higher than non-prevailing wage rates.

b. Determination of Project’s Status

Only the California Department of Industrial Relations (DIR) and courts of competent jurisdiction may issue legally binding determinations that a particular project is or is not a public work. If the Recipient is unsure whether the project funded by the Agreement is a “public work” as defined in the California Labor Code, it may wish to seek a timely determination from DIR or an appropriate court. As such processes can be time consuming, it may not be possible to obtain a timely determination before the date for performance of the Agreement.

By accepting this grant, the Recipient is fully responsible for complying with all California public works requirements, including but not limited to payment of prevailing wage. As a material term of this grant, the Recipient must either:

- 1) Timely obtain a legally binding determination from DIR or a court of competent jurisdiction before work begins on the project that the proposed project is not a public work; or
- 2) Assume that the project is a public work and ensure that:
 - Prevailing wages are paid unless and until DIR or a court of competent jurisdiction determines that the project is not a public work;
 - The project budget for labor reflects these prevailing wage requirements; and
 - The project complies with all other requirements of prevailing wage law, including but not limited to keeping accurate payroll records and complying with all working hour requirements and apprenticeship obligations.

California Prevailing Wage law provides for substantial damages and financial penalties for failure to pay prevailing wages when such payment is required.

c. Subcontractors and Flow-down Requirements

The Recipient will ensure that its subcontractors also comply with the public works/prevailing wage requirements above. The Recipient will ensure that all agreements with its subcontractors to perform work related to this Project contain the above terms regarding payment of prevailing wages on public works projects. The Recipient is responsible for any failure of its subcontractors to comply with California prevailing wage and public works laws.

d. Indemnification and Breach

Any failure of the Recipient or its subcontractors to comply with the above requirements will constitute breach of this Agreement which excuses the Commission's performance of this Agreement at the Commission's option, and will be at the Recipient's sole risk. In such a case, the Commission will refuse payment to the Recipient of any amount under this award and the Commission will be released, at its option, from any further performance of this Agreement or any portion thereof. The Recipient will indemnify the Energy Commission and hold it harmless for any and all financial consequences arising out of or resulting from the failure of the Recipient and/or any of its subcontractors to pay prevailing wages or to otherwise comply with the requirements of prevailing wage law.

e. Budget

The Recipient's budget on public works projects must indicate which job classifications are subject to prevailing wage. For detailed information about prevailing wage and the process to determine if the proposed project is a public work, the Recipient may wish to contact DIR or a qualified labor attorney for guidance.

f. Covered Trades

For public works projects, the Recipient may contact DIR for a list of covered trades and the applicable prevailing wage.

g. Questions

If the Recipient has any questions about this contractual requirement or the wage, record keeping, apprenticeship, or other significant requirements of California prevailing wage law, the Recipient should consult DIR and/or a qualified labor attorney before entering into this Agreement.

h. Certification

The Recipient will certify to the Energy Commission on each payment request form either that: (a) prevailing wages were paid to eligible workers who provided labor for work covered by the payment request and the Recipient and all contractors and subcontractors otherwise complied with all California prevailing wage laws; or (b) the project is not a public work requiring the payment of prevailing wages. In the latter case, the Recipient will provide competent proof of a DIR or court determination that the project is not a public work requiring the payment of prevailing wages.

Prior to the release of any retained funds under this Agreement, the Recipient will submit to the Energy Commission the above-described certificate signed by the Recipient and all contractors and subcontractors performing public works activities on the project. Absent this certificate, the Recipient will have no right to any funds under this Agreement, and Commission will be relieved of any obligation to pay any funds.

11. Recordkeeping, Cost Accounting, and Auditing

a. Cost Accounting

The Recipient will keep separate, complete, and correct accounting of the costs involved in completing the project and any match-funded portion of the project. The Commission or its agent will have the right to examine the Recipient's books of accounts at all reasonable times, to the extent necessary to verify the accuracy of the Recipient's reports.

b. Accounting Procedures

The Recipient's costs will be determined on the basis of its accounting system procedures and practices employed as of the effective date of this Agreement, provided that the Recipient uses generally accepted accounting principles and cost reimbursement practices. The Recipient's cost accounting practices used in accumulating and reporting costs during the performance of this Agreement will be consistent with the practices used in estimating costs for any proposal to which this Agreement relates; provided that such practices are consistent with the other terms of this Agreement and that such costs may be accumulated and reported in greater detail during performance of this Agreement.

The Recipient's accounting system will distinguish between direct and indirect costs. All costs incurred for the same purpose, in like circumstances, are either direct costs only or indirect costs only with respect to costs incurred under this Agreement.

c. Inspections, Assessment, and Studies

If selected, the Recipient must cooperate with and participate in the following:

- 1) An assessment of a funded project's greenhouse gas reductions and energy savings. This may include, but is not limited to, requests from Energy Commission staff or its delegate for data, project and equipment information, and reasonable access to the project site to assist with determining greenhouse gas reductions and energy savings attributable to the funded project. Costs associated with any activities associated with such an assessment will not be funded by a CalSHAPE Program grant.
- 2) A site inspection and verification of installation and operation of new fixtures and appliances. This may include, but is not limited to, providing Energy Commission staff or its delegates reasonable access to the funded project site to inspect and verify installation and operation. Recipient understands that any such inspection and verification by Energy Commission staff or its delegates is not a safety inspection.
- 3) A measurement and evaluation study that will be used to analyze current program performance and improve future program designs. This may include but is not limited to providing Energy Commission staff or its delegates data, project and equipment information, and reasonable access to the funded project site.

d. Audit Rights

The Recipient will maintain books, records, documents, and other evidence, based on the procedures set forth above, sufficient to reflect properly all costs claimed to have been incurred in the performance of this Agreement. The Energy Commission, another state agency, and/or a public accounting firm designated by the Energy Commission may audit the Recipient's accounting records at all reasonable times, with prior notice by the Energy Commission.

It is the intent of the parties that the audits will ordinarily be performed not more frequently than once every twelve (12) months during the performance of the work and once at any time within three (3) years after payment by the Energy Commission of the Recipient's final invoice. However, performance of any such interim audits by the Energy Commission does not preclude further audit. The Energy Commission may audit books, records, documents, and other evidence relevant to the Recipient's royalty payment obligations (see Section 21) for a period of ten (10) years after payment of the Recipient's final invoice.

The Recipient will allow the auditor(s) to access such records during normal business hours, and will allow interviews of any employees who might reasonably have information related to such records. The Recipient will include a similar right of the state to audit records and interview staff in any subcontract related to the performance of this Agreement.

e. Refund to the Energy Commission

If the Energy Commission determines that any invoiced and paid amounts exceed the actual allowable incurred costs, the Recipient will repay the amounts to the Energy Commission within thirty (30) days of request or as otherwise agreed by the Energy Commission and the Recipient. If the Energy Commission does not receive such repayments, it will be entitled to take any actions enforce any remedies available to it, such as withholding further payments to the Recipient and seeking repayment from the Recipient.

f. Audit Cost

The Recipient will bear its cost of participating in any audit (e.g., mailing or travel expenses). The Energy Commission will bear the cost of conducting the audit unless the audit reveals an error detrimental to the Energy Commission that exceeds more than ten percent (10%) or \$5,000 (whichever is greater) of the amount audited. The Recipient will pay the refund as specified in subsection (d), and will reimburse the Energy Commission for reasonable costs and expenses incurred by the Commission in conducting the audit.

g. Match or Cost Share

If the budget includes a match share requirement, the Recipient's commitment of resources, as described in this Agreement, is a required expenditure for receipt of Energy Commission funds. The funds will be released only if the required match percentages are expended. The Recipient must maintain accounting records detailing the expenditure of the match (actual cash and in-kind, non-cash services), and report on match share expenditures on its request for payment.

12. **Workers' Compensation Insurance**

- a. The Recipient warrants that it carries Worker's Compensation Insurance for all of its employees who will be engaged in the performance of this Agreement, and agrees to furnish to the CalSHAPE Program satisfactory evidence of this insurance upon the CalSHAPE Program's request.
- b. If the Recipient is self-insured for worker's compensation, it warrants that the self-insurance is permissible under the laws of the State of California and agrees to furnish to the CalSHAPE Program satisfactory evidence of the insurance upon the CalSHAPE Program's request.

13. **Permits and Clearances**

The Recipient is responsible for ensuring that all necessary permits and environmental documents are prepared and that clearances are obtained from the appropriate agencies.

14. **Equipment**

Title to equipment acquired by the Recipient with grant funds will vest in the Recipient. The Recipient may use the equipment in the project or program for which it was acquired as long as needed, regardless of whether the project or program continues to be supported by grant funds. However, the Recipient may not sell, lease, or encumber the property (i.e., place a legal burden on the property such as a lien) during the Agreement term without Energy Commission Staff's prior written approval.

The Recipient may refer to the applicable federal regulations incorporated by reference in this Agreement for guidance regarding additional equipment requirements.

15. Stop Work

Energy Commission staff may, at any time by written notice to the Recipient, require the Recipient to stop all or any part of the work tasks in this Agreement. Stop work orders may be issued for reasons such as a project exceeding budget, noncompliance with the standard of performance, out of scope work, project delays, and misrepresentations.

- a. Compliance. Upon receipt of a stop work order, the Recipient must immediately take all necessary steps to comply with the order and to stop the incurrence of costs allocable to the Energy Commission.
- b. Canceling a Stop Work Order. The Recipient may resume the work only upon receipt of written instructions from Energy Commission staff.

16. Termination

a. Purpose

Because the Energy Commission is a state entity and provides funding on behalf of all California ratepayers, it must be able to terminate the Agreement upon the default of the Recipient and to proceed with the work required under the Agreement in any manner it deems proper. The Recipient agrees that upon any of the events triggering the termination of the Agreement by the Energy Commission, the Energy Commission has the right to terminate the Agreement, and it would constitute bad faith of the Recipient to interfere with the immediate termination of the Agreement by the Energy Commission.

b. With Cause

The Energy Commission may, for cause, terminate this Agreement upon giving five (5) calendar days advance written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations. The Recipient will relinquish possession of equipment purchased for this Agreement with Energy Commission funds to the Commission, or the Recipient may purchase the equipment as provided by the terms of this Agreement, with approval of the Energy Commission.

The term “for cause” includes but is not limited to the following:

- Partial or complete loss of match funds;
- Reorganization to a business entity unsatisfactory to the Energy Commission;
- Retention or hiring of subcontractors, or replacement or addition of personnel, that fail to perform to the standards and requirements of this Agreement;
- The Recipient’s inability to pay its debts as they become due and/or the Recipient’s default of an obligation that impacts its ability to perform under this Agreement; or
- Significant change in state or Energy Commission policy such that the work or product being funded would not be supported by the Commission.

c. Without Cause

The Energy Commission may terminate this Agreement without cause upon giving thirty (30) days advance written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations.

17. Indemnification

To the extent allowed under California law, the Recipient will indemnify, defend, and hold harmless the state (including the Energy Commission) and state officers, agents, and employees from any and all claims and losses in connection with the performance of this Agreement.

18. Reserved

19. Reserved

20. Intellectual Property

- a. The Energy Commission makes no claim to intellectual property developed under this Agreement that is not specified for delivery, except as expressly provided herein.

“Intellectual property” means: (a) inventions, technologies, designs, drawings, data, software, formulas, compositions, processes, techniques, works of authorship, trademarks, service marks, and logos that are created, conceived, discovered, made, developed, altered, or reduced to practice with Agreement or match funds during or after the Agreement term; (b) any associated proprietary rights to these items, such as patent and copyright; and (c) any upgrades or revisions to these items.

“Works of authorship” does not include written products created for Agreement reporting and management purposes, such as reports, summaries, lists, letters, agendas, schedules, and invoices.

- b. The Energy Commission owns all products identified in the Scope of Work, with the exception of products that fall within the definition of “intellectual property.”

“Product” means any tangible item specified for delivery to the Energy Commission in the Scope of Work.

- c. Both the Energy Commission and the California Public Utilities Commission have a no-cost, non-exclusive, transferable, irrevocable, royalty-free, worldwide, perpetual license to use, publish, translate, modify, and reproduce intellectual property for governmental purposes, including but not limited to providing data and reports to the California Public Utilities Commission, State legislature, and Utilities and using data for the development of future programs.

- d. Intellectual Property Indemnity

The Recipient may not, in supplying work under this Agreement, knowingly infringe or misappropriate any intellectual property right of a third party, and will take reasonable actions to avoid infringement.

To the extent allowed under California law, the Recipient will defend and indemnify the Energy Commission and the California Public Utilities Commission from and against any claim, lawsuit, or other proceeding, loss, cost, liability, or expense (including court costs and reasonable fees of attorneys and other professionals) to the extent arising out of: (i) any third party claim that a product infringes any patent, copyright, trade secret, or other intellectual property right of any third party; or (ii) any third party claim arising out of the negligent or other tortious acts or omissions by the Recipient or its employees, subcontractors, or agents in connection with or related to the products or the Recipient's performance under this Agreement.

21. **Reserved**

22. **General Provisions**

a. Governing Law

This Agreement is governed by the laws of the State of California as to interpretation and performance.

b. Independent Capacity

In the performance of this Agreement, the Recipient and its agents, subcontractors, and employees will act in an independent capacity and not as officers, employees, or agents of the State of California.

c. Assignment

This Agreement is not assignable or transferable by the Recipient either in whole or in part without the consent of the Energy Commission in the form of an amendment.

d. Timeliness

Time is of the essence in this Agreement.

e. Severability

If any provision of this Agreement is unenforceable or held to be unenforceable, all other provisions of this Agreement will remain in full force and effect.

f. Waiver

No waiver of any breach of this Agreement constitutes waiver of any other breach. All remedies in this Agreement will be taken and construed as cumulative, meaning in addition to every other remedy provided in the Agreement or by law.

g. Assurances

The Commission reserves the right to seek further written assurances from the Recipient and its team that the work under this Agreement will be performed in accordance with the terms of the Agreement.

h. Change in Business

- 1) The Recipient will promptly notify the Energy Commission of the occurrence of any of the following:
 - a) A change of address.
 - b) A change in business name or ownership.
 - c) The existence of any litigation or other legal proceeding affecting the project or Agreement.

- d) The occurrence of any casualty or other loss to project personnel, equipment, or third parties.
 - e) Receipt of notice of any claim or potential claim against the Recipient for patent, copyright, trademark, service mark, and/or trade secret infringement that could affect the Energy Commission's rights.
- 2) The Recipient must provide the CalSHAPE Program with written notice of a planned change or reorganization of the type of business entity under which it does business. A change of business entity or name change requires an amendment assigning or novating the Agreement to the changed entity. If the Energy Commission does not seek to amend this Agreement or enter into a new agreement with the changed or new entity for any reason (including that the Commission is not satisfied that the new entity can perform in the same manner as the Recipient), it may terminate this Agreement as provided in the "Termination" section.
- i. Access to Sites and Records
Energy Commission and California Public Utilities Commission staff and representatives will have reasonable access to all project sites and to all records related to this Agreement.
 - j. Prior Dealings, Custom, or Trade Usage
These terms and conditions may not be modified or supplemented by prior dealings, custom, or trade usage.
 - k. Survival of Terms
Certain provisions will survive the completion or termination date of this Agreement for any reason. The provisions include but are not limited to:
 - Legal Statements on Products (included in Section 5, "Products")
 - Payment of Funds (Section 8)
 - Recordkeeping, Cost Accounting, and Auditing (Section 11)
 - Equipment (Section 14)
 - Termination (Section 16)
 - Indemnification (Section 17)
 - Intellectual Property (Section 20)
 - Change in Business (see this section)
 - Access to Sites and Records (see this section)

23. Certifications and Compliance

- a. Federal, State, and Local Laws

The Recipient must obtain all required permits and shall comply with all applicable federal, state and local laws, codes, rules, and regulations for all work performed under the Agreement.

b. Nondiscrimination Statement of Compliance

During the performance of this Agreement, the Recipient and its subcontractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age, marital status, or denial of family care leave. The Recipient and its subcontractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

The Recipient and its subcontractors will comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full. The Recipient and its subcontractors will give written notice of their obligations under this section to labor organizations with which they have a collective bargaining or other Agreement.

The Recipient will include the nondiscrimination and compliance provisions of this section in all subcontracts to perform work under this Agreement.

c. Drug-Free Workplace Certification

By signing this Agreement, the Recipient certifies under penalty of perjury under the laws of the State of California that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- 1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations as required by Government Code Section 8355(a).
- 2) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - The dangers of drug abuse in the workplace;
 - The person's or organization's policy of maintaining a drug-free workplace;
 - Any available counseling, rehabilitation, and employee assistance programs; and
 - Penalties that may be imposed upon employees for drug abuse violations.
- 3) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed project:
 - Will receive a copy of the company's drug-free policy statement; and
 - Will agree to abide by the terms of the company's statement as a condition of employment on the project.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both, and the Recipient may be ineligible for any future state awards if the Commission determines that any of the following has occurred: (1) the Recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

d. National Labor Relations Board Certification (Not applicable to public entities)

The Recipient, by signing this Agreement, swears under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Recipient within the immediately preceding two year period because of the Recipient's failure to comply with an order of a federal court that orders the Recipient to comply with an order of the National Labor Relations Board.

e. Child Support Compliance Act (Applicable to California Employers)

For any agreement in excess of \$100,000, the Recipient acknowledges that:

- 1) It recognizes the importance of child and family support obligations and will fully comply with all applicable state and federal laws relating to child and family support enforcement, including but not limited to disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- 2) To the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

f. Air or Water Pollution Violation

Under state laws, the Recipient will not be:

- 1) In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
- 2) Subject to a cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
- 3) Finally determined to be in violation of provisions of federal law relating to air or water pollution.

g. Americans With Disabilities Act

By signing this Agreement, the Recipient assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. Section 12101, et seq.), which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

24. Reserved**25. Commission Remedies for Recipient's Non-Compliance**

Without limiting any of its other remedies, the Commission may, for Recipient's noncompliance of any Agreement requirement, withhold future payments, demand and be entitled to repayment of past reimbursements, or suspend or terminate this Agreement. The tasks in the Scope of Work are non-severable, and completion of all of them is material to this Agreement. Thus, the Commission, without limiting its other remedies, is entitled to repayment of all funds paid to Recipient if the Recipient does not timely complete all tasks in the Scope of Work.

26. Definitions

- **Agreement Term** means the length of this Agreement, as specified on the Agreement signature page (form CEC-146).
- **Data** means any recorded information that relates to the project funded by the Agreement, whether created or collected before or after the Agreement's effective date.
- **Effective Date** means the date on which this Agreement is signed by the last party required to sign, provided that signature occurs after the Agreement has been approved by the Energy Commission at a business meeting or by the Executive Director or his/her designee.
- **Equipment** means products, objects, machinery, apparatus, implements, or tools that are purchased or constructed with Energy Commission funds for the project, and that have a useful life of at least one year and an acquisition unit cost of at least \$5,000. "Equipment" includes products, objects, machinery, apparatus, implements, or tools that are composed by over thirty percent (30%) of materials purchased for the project. For purposes of determining depreciated value of equipment used in the Agreement, the project will terminate at the end of the normal useful life of the equipment purchased and/or developed with Energy Commission funds. The Energy Commission may determine the normal useful life of the equipment.
- **Intellectual Property** means: (a) inventions, technologies, designs, drawings, data, software, formulas, compositions, processes, techniques, works of authorship, trademarks, service marks, and logos that are created, conceived, discovered, made, developed, altered, or reduced to practice with Agreement or match funds during or after the Agreement term; (b) any associated proprietary rights to these items, such as patent and copyright; and (c) any upgrades or revisions to these items.

"Works of authorship" does not include written products created for Agreement reporting and management purposes, such as reports, summaries, lists, letters, agendas, schedules, and invoices.
- **Invention** means intellectual property that is patentable.
- **Match Funds** means cash or in-kind (i.e., non-cash) contributions provided by the Recipient or a third party for a project funded by the Energy Commission. If this Agreement resulted from a solicitation, refer to the solicitation's discussion of match funding for guidelines specific to the project.

- **Materials** means the substances used to construct, or as part of, a finished object, commodity, device, article, or product and that does not meet the definition of Equipment.
- **Ownership** means exclusive possession of all rights to property, including the right to use and transfer property.
- **Product** means any tangible item specified for delivery to the Energy Commission in the Scope of Work.
- **Project** means the entire effort undertaken and planned by the Recipient and consisting of the work funded by the Energy Commission. The project may coincide with or extend beyond the Agreement term.
- **State** means the state of California and all California state agencies within it, including but not limited to commissions, boards, offices, and departments.

California Schools Healthy Air, Plumbing, and Efficiency Program Governing Body Resolution

RESOLUTION NO. _____

Resolution of

Health Sciences High and Middle College

Name of Local Educational Agency

WHEREAS, the California Energy Commission’s California Schools Healthy Air, Plumbing, and Efficiency (CalSHAPE) Program provides grants to local educational agencies (LEA), that includes school districts, charter schools, and regional occupational programs, to fund the assessment, maintenance, and repair of ventilation systems, installation of carbon dioxide monitors, and replacement of noncompliant plumbing fixtures and appliances;

NOW THEREFORE, BE IT RESOLVED, that _____

Governing Body

authorizes Health Sciences High and Middle College to apply for a

LEA Name

grant from the California Energy Commission to implement a CalSHAPE Program project.

BE IT ALSO RESOLVED, that in compliance with the California Environmental Quality Act (CEQA), _____ finds that the activity funded by

Governing Body

the grant is (Please select one)

not a project because _____

OR

a project that is exempt under 14 CCR §15301 because
Project involves assessment and repair of existing HVAC equipment and does not alter
existing use.

OR

a project and _____ document was prepared.

BE IT ALSO RESOLVED, that if recommended for funding by the California Energy Commission, the _____ authorizes ^{Health Sciences High and Middle College} _____

Governing Body

LEA Name

to accept a grant up to \$155,880.00 and accept all grant agreement

Grant Amount Requested

terms and conditions.

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
 STD 204 (Rev. 2/2022)

Section 1 – Payee Information

NAME (This is required. Do not leave this line blank. Must match the payee's federal tax return)

Health Sciences High and Middle College

BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME (If different from above)

MAILING ADDRESS (number, street, apt. or suite no.) (See instructions on Page 2)

3910 University Ave., Ste. 100

CITY, STATE, ZIP CODE

San Diego, CA 92105

E-MAIL ADDRESS

ipumpian@hshmc.org

Section 2 – Entity Type

Check one (1) box only that matches the entity type of the Payee listed in Section 1 above. (See instructions on page 2)

SOLE PROPRIETOR / INDIVIDUAL

SINGLE MEMBER LLC *Disregarded Entity owned by an individual*

PARTNERSHIP

ESTATE OR TRUST

CORPORATION (see instructions on page 2)

MEDICAL (e.g., dentistry, chiropractic, etc.)

LEGAL (e.g., attorney services)

EXEMPT (e.g., nonprofit)

ALL OTHERS

Section 3 – Tax Identification Number

Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must **match** the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

- For **Individuals**, enter SSN.
- If you are a **Resident Alien**, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For **Sole Proprietor or Single Member LLC (disregarded entity)**, in which the **sole member is an individual**, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For **Single Member LLC (disregarded entity)**, in which the **sole member is a business entity**, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

Social Security Number (SSN) or Individual Tax Identification Number (ITIN)

_____ - _____ - _____

OR

Federal Employer Identification Number (FEIN)

_____ - _____ - _____

Section 4 – Payee Residency Status (See instructions)

CALIFORNIA RESIDENT – Qualified to do business in California or maintains a permanent place of business in California.

CALIFORNIA NONRESIDENT – Payments to nonresidents for services may be subject to state income tax withholding.

No services performed in California

Copy of Franchise Tax Board waiver of state withholding is attached.

Section 5 – Certification

I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.

NAME OF AUTHORIZED PAYEE REPRESENTATIVE

Ian Pumpian

TITLE

Executive Director

E-MAIL ADDRESS

ipumpian@hshmc.org

SIGNATURE

DATE

TELEPHONE (include area code)
(619) 528-9070

Section 6 – Paying State Agency

Please return completed form to:

STATE AGENCY/DEPARTMENT OFFICE

State Controller's Office / LGPSD

UNIT/SECTION

Tax Programs Unit / Tax Administration Section

MAILING ADDRESS

P.O. Box 942850

FAX

(916) 327-3921

TELEPHONE (include area code)

(916) 322-7952

CITY

Sacramento

STATE

CA

ZIP CODE

94250-5880

E-MAIL ADDRESS

GTR@sco.ca.gov

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form 1099).

NOTE: Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

Section 1 – Payee Information

Name – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.

Mailing Address – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

Section 2 – Entity Type

If the Payee in Section 1 is a(n)...	THEN Select the Box for...
Individual • Sole Proprietorship • Grantor (Revocable Living) Trust disregarded for federal tax purposes	Sole Proprietor/Individual
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	Single Member LLC-owned by an individual
Partnerships • Limited Liability Partnerships (LLP) • and, LLC treated as a Partnership	Partnerships
Estate • Trust (other than disregarded Grantor Trust)	Estate or Trust
Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc.) • LLC that is to be taxed like a Corporation and is medical in nature	Corporation-Medical
Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) • LLC that is to be taxed like a Corporation and is legal in nature	Corporation-Legal
Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations.	Corporation-Exempt
Corporation that does not meet the qualifications of any of the other corporation types listed above • LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above	Corporation-All Other

Section 3 – Tax Identification Number

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Section 4 – Payee Residency Status

Are you a California resident or nonresident?

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
 - For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:

Withholding Services and Compliance Section: 1-888-792-4900

E-mail address: wscs.gen@ftb.ca.gov

For hearing impaired with TDD, call: 1-800-822-6268

Website: www.ftb.ca.gov

Section 5 – Certification

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signee can provide a power of attorney documented for the individual.

Section 6 – Paying State Agency

This section must be completed by the state agency/department requesting the STD 204.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to \$20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.

Attachments

The following files are attached to this PDF: You will need to open this document in an application that supports attachments (i.e. [Adobe Reader](#)) in order to access these files.

2nd Interim - Health Sciences.xlsx