

**May 12, 2026 Board Meeting**

**Any materials required by law to be made available to the public can be inspected during normal business hours at...**

**Caliente Union School District**  
12400 Caliente Creek Road  
Meeting Place – ***Piute Mtn. School Office***  
6:30 p.m.

**AGENDA**

**I. GENERAL FUNCTIONS**

**A. Call to order** \_\_\_\_\_

**B. Roll Call:**

Adonae Faris \_\_\_\_\_  
Louis Varga \_\_\_\_\_  
Matthew Taylor \_\_\_\_\_  
Karina Parker \_\_\_\_\_  
Danny Moyer \_\_\_\_\_  
District Personnel Present:  
Robin Shive \_\_\_\_\_  
Marcos Gamino \_\_\_\_\_  
James Alexander \_\_\_\_\_

**Flag Salute**

**II. REPORTS**

- A. Parent Advisory Committee/ Parent Teacher Club-
- B. Teacher Report – Ashley Simmons
- C. Williams Act – no reports
- D. Facilities - Report from Clancy  
UPK building Accounting - Marcos Gamino
- E. Piute Mt School Report –School Newsletter
- G. Developer’s Fees as of May 4, 2026 \$86,058.48

**III. PUBLIC COMMENT**

The public may address the board on any matter pertaining to the school district that is not on the agenda. Unless otherwise determined by the board, each person is limited to 5 minutes.

**IV. CLOSED SESSION** \_\_\_\_\_ **time**

The board will consider and may act upon any of the following items in closed session. Any action taken will be reported publicly at the end of the closed session as required by law.

**none**

**Report of Closed Session** – Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Vote: Ayes \_\_\_\_ Nays \_\_\_\_

**V. CONSENT AGENDA**

All items listed under the Consent Agenda are considered by the board to be routine and will be enacted by the board in one action unless members of the board, staff, or public request specific items to be discussed and/or removed from the Consent Agenda. The following items are recommended to be approved or ratified:

- A. Approval of Regular Minutes of April 14, 2026
- B. Approval of Payroll and Warrant Authorization.
- C. Approval of Charge Ready Transport Plan
- D. Approval of Kern County Plan for Providing Educational Services to Expelled Students per Ca. Ed. Code 48926

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Vote: Ayes \_\_\_\_ Nays \_\_\_\_

**VI. BUSINESS, PERSONNEL, AND INSTRUCTION/CURRICULUM**

**A. Approval to accept yearly service contract for the Nitratax sensor by Hach Service \$1,245**

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Vote: Ayes \_\_\_\_ Nays \_\_\_\_

**B. Discussion of Rough Draft LCAP Goals**

**VII. BOARD MEMBER REPORT & DISCUSSION-**

- A. Graduation Ceremonies May 29 @ 9:00 K graduation, and 6:00 p.m. 8th Grade graduation  
Next Regular Board Meeting: June 9, 2026 to be held at the District Office 6:30 p.m.
- B. Teacher Interviews May 19, 2026 beginning at 9:15 am.

**ADJOURNMENT** \_\_\_\_\_

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Vote: Ayes \_\_\_\_ Nays \_\_\_\_

**Caliente Union School District**  
**Board of Trustees Regular Board Meeting**

**MINUTES**

**April 14, 2026**

The Meeting of the Board of Trustees of the Caliente Union School District was called to order by Adonae Faris at 6:34 p.m. in Classroom #9

**Roll Call**

_____	Louis Varga, Clerk	Present
_____	Matt Taylor, Member	Absent
_____	Adonae Faris, President	Present
_____	Karina Parker, Representative	Present
_____	Danny Moyer, Member	6:40 pm Present

<b><u>District</u></b>	Robin Shive- Superintendent	Present
_____	James Alexander- Principal Designee	Absent
_____	Marcos Gamino	Absent (Zoom)

**REPORTS:**

Parent Advisory Committee/ PTC- PAC

PAC - Reviewed surveys for parents, students, and staff. PTC had an Easter egg hunt on April 6. They are looking at graduation, staff appreciation, and the talent show.

Teacher Report -none

Williams Act No Williams reports at this time.

Facilities -Clancy provided a print out of his facilities report. See attachment

Water Report - The water tests continue to be within drinkable range.

Piute Mt. School Report - School newsletter was shared.

Developer's Fees as of April 7, 2026 - \$86,058.48

**Public Comment** None- No public present

**No Closed Session**

**Consent Agenda**

- A. Approval of Regular Minutes of April 14, 2026
- B. Approval of Payroll and Warrant Authorization.

- C. Approval of Declaration of Need for Fully Qualified Educators
- D. Approval of Contract Agreement #26307374 LCAP Development Services \$3,150
- E. Approval to adopt January and February 2026 Board Policy updates
- F. Approval of Resolution 04-26 Schools Facility Program - Facility Hardship
- G. Approval of Resolution 04-02-26 Approves and is in support of filing necessary applications under programs administered by the SAB and DGS.

Moved by Karina Parker seconded by Louis Varga and unanimously carried by all board members present.

**Business, Personnel**

- A. **Approval to accept resignation of Travis Simmons due to health reasons effective March 31, 2026.**

Moved by Louis Varga, seconded by Karina Parker and unanimously carried by all board members present.

- B. **Approval of election run-off ballot to delegate Maria Luisa Ramos for Assembly Subregion 12-B Kern County CSBA representative.**

Moved by Louis Varga and seconded by Danny Mouyer and carried by all members present.

**C. Discussion of Rates At a Glance SISC for health insurance for full time employees and families.**  
 The Board discussed increasing the cost to include the Anthem Plan for Families of Full Time Employees. The Board would like to offer the benefit package after the budget is reviewed and seen as affordable by Marcos Gamino. The superintendent will continue budget meetings with Marcos to check affordability.

- D. **Approval to hire Classified Substitute - Catherine Thaden.**

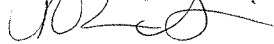
Moved by Karina Parker and seconded by Louis Varga and carried by all members present.

**Board Report:** A. The Ranch Rodeo sponsored by Caliente Education Foundation is set for May 2, 2026. Danny Moyer encouraged all to attend.

**Adjournment** Moved by Louis Varga seconded by Matt Taylor and unanimously carried by all members present to adjourn at 7:43 p.m.

NOTE\*\* Next Regular Board meeting will be on May 12, 2026 at 6:30 in the **Classroom #9**.

BY: **Robin Shive** -Superintendent



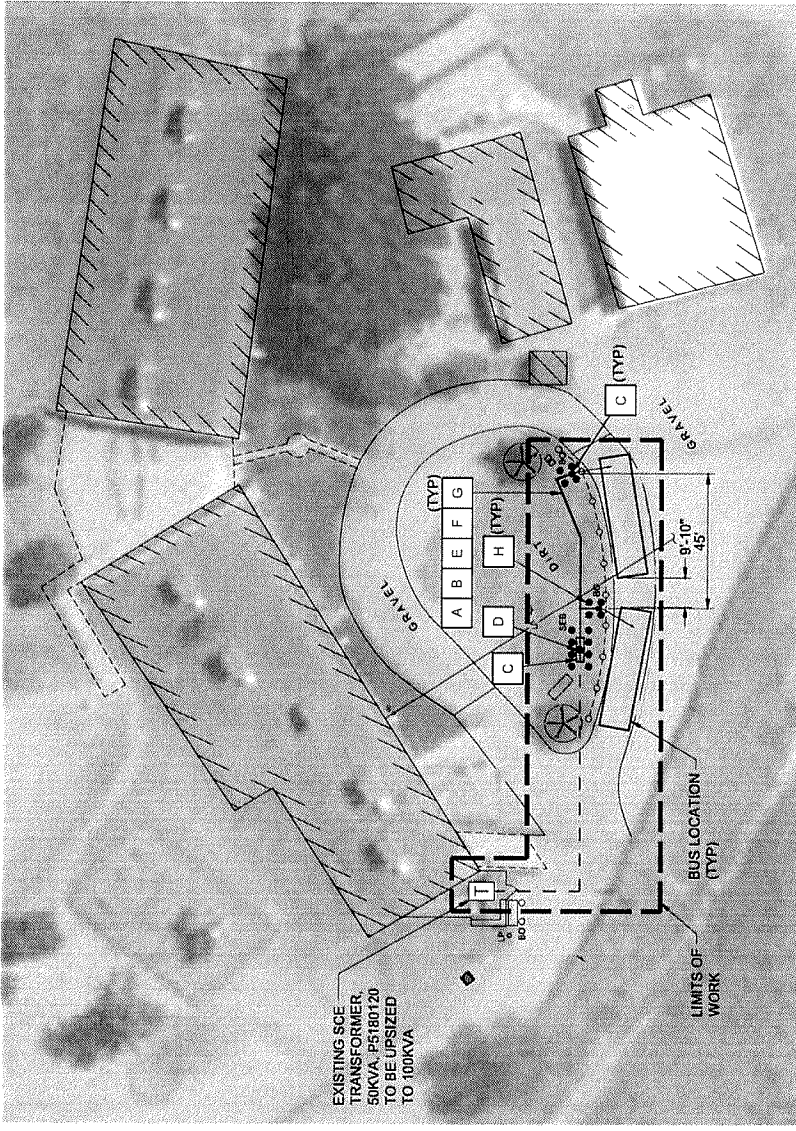
\_\_\_\_\_  
**Clerk of the Board Approval**

\_\_\_\_\_  
**Date**



**SYMBOL LEGEND:**

- BO EXISTING BOLLARD
- EXISTING SIGN
- LP EXISTING LIGHT POLE
- BO PROPOSED BOLLARD
- SEB PROPOSED SERVICE EQUIPMENT BOLLARD
- PROPOSED SERVICE METER AND MAIN PANELBOARD
- AC ULTRA SINGLE PORT STYLE CHARGERS (QTY. 2)
- SCE TRANSFORMER, BY T&D
- STRIPING SHOWN FOR REFERENCE ONLY
- SCE ELECTRICAL SERVICE SUPPLY TO METER, BY T&D
- LIMITS OF WORK
- ELECTRICAL CONDUIT
- PROPOSED CONCRETE



EXISTING SOE TRANSFORMER, 50KVA PS180120 TO BE UPSIZED TO 100KVA

BUS LOCATION (TYP)

GRAVEL

GRAVEL

C (TYP)

H (TYP)

G (TYP)

F (TYP)

E (TYP)

D (TYP)

C (TYP)

B (TYP)

A (TYP)

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**NOTES:**

1. UTILITY DISTRIBUTION INFRASTRUCTURE SHOWN IN RED BUILT BY OTHERS AND SHOWN ONLY FOR PROJECT CLARITY AND COORDINATION.
  2. PROPOSED CHARGING = 2 TOTAL FLEET SPACES, 2 BUS FLEET EVSE
  3. PROPOSED CHARGING = (2) AUTEL [MAXIChARGER AC ULTRA] SINGLE PORT, 2 PORTS TOTAL.
  4. EV BUS PARKING STRIPING NOT IN SCOPE. SHOWN FOR REFERENCE ONLY.
  5. PROPOSED SERVICE PANEL MAY BE STANDARD OR 100% RATED. SEE SINGLE LINE FOR CLARIFICATION.
- \*LINEAR FOOTAGE QUANTITIES INCLUDE VERTICAL TRAVEL

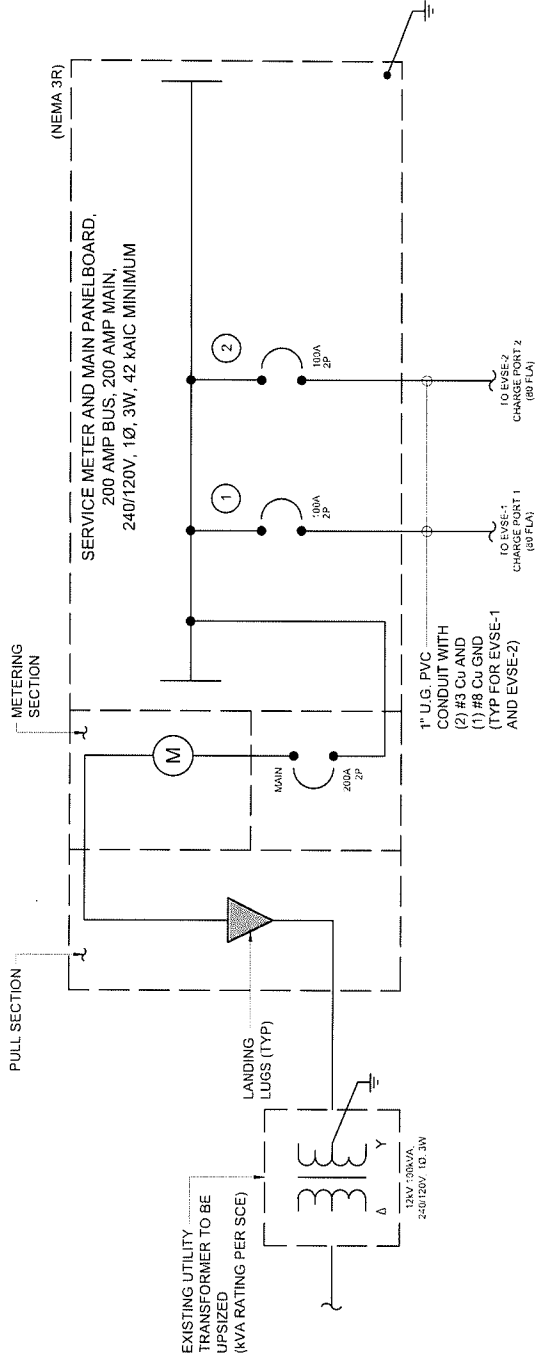
CUSTOMER INFRASTRUCTURE IMPROVEMENTS		E.Q.
CONSTRUCTION NOTES		
A	CLEARING & GRUBBING	155 SF
B	2' WIDE UTILITY TRENCH	85 LF
C	PROPOSED CONCRETE	30 SF
D	INSTALL 200 AMP SERVICE METER AND MAIN PANELBOARD	1 UNIT
E	INSTALL BELOW GRADE PVC CONDUIT <2"	120 LF
F	#3 WIRE CONDUCTOR	250 LF
G	#8 WIRE CONDUCTOR	130 LF
H	INSTALL SITE BOLLARDS	16 UNITS

**Blair Church & Flynn**  
CONSULTANTS

**SOUTHERN CALIFORNIA EDISON**  
CRT-2025-0076 CALIENTE UNION SCHOOL DISTRICT  
EVSE SITE IMPROVEMENTS  
CONCEPTUAL PLAN

DR. BY: GZ  
CH. BY: OH  
DATE: 01/28/2025  
SCALE: AS NOTED


SHEET NO. 1  
OF 2 SHEETS



**NOTES:**

1. TOTAL CONNECTED 1-PH KVA: 40.4 KVA AT 0.95PF
2. STANDARD RATED SERVICE PANELS, OVER CURRENT PROTECTION DEVICES AND WIRE SIZES BASED ON CEC/NEC REQUIREMENTS AT 125% CONTINUOUS LOAD, 100% RATED SERVICE PANELS, OVER CURRENT PROTECTION DEVICES AND WIRE SIZES BASED ON CEC/NEC REQUIREMENTS AT 100% CONTINUOUS LOAD.
3. TRANSFORMER LOADING BASED ON KVA REQUIREMENTS OF CHARGER AT 0.95 PF PER SCE (19.2 KVA/CHARGER).
4. (F) INDIVIDUAL CHARGE PORT NUMBER, THIS IS DOES NOT NECESSARILY CORRESPOND TO SPACE OR EVSE NUMBER, DUAL PORT CHARGERS ARE SHOWN PAIRED ON SINGLE LINE DIAGRAM AND CONCEPTUAL PLAN.
5. PER NEC 210.19 (A) INFORMATIONAL NOTE #4, "CONDUCTORS FOR BRANCH CIRCUITS AS DEFINED IN ARTICLE 100, SIZED TO PREVENT A VOLTAGE DROP EXCEEDING 3 PERCENT AT THE FARTHEST OUTLET OF POWER, HEATING, AND LIGHTING LOADS, OR COMBINATION OF SUCH LOADS, AND WHERE THE MAXIMUM TOTAL VOLTAGE DROP ON BOTH FEEDERS AND BRANCH CIRCUITS TO THE FARTHEST OUTLET DOES NOT EXCEED 5%."
6. MAXIMUM VOLTAGE DROP FOR CONDUCTORS: #3 WIRE= 1.8%

	<b>SOUTHERN CALIFORNIA EDISON</b> CRT-2025-0076 CALIENTE UNION SCHOOL DISTRICT EVSE SITE IMPROVEMENTS SINGLE LINE DIAGRAM	DR BY: GZ CH BY: DH DATE: 01/28/2026 SCALE: AS NOTED
		SHEET NO. 2 OF 2 SHEETS

	<b>HACH SERVICE PARTNERSHIP QUOTATION</b> <i>Headquarters</i> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389  <i>Purchase Orders</i>	Page : 1 of 4 Partnership Number : HACH1743676  <i>WebSite:</i> <a href="http://www.hach.com">www.hach.com</a>	<i>Remittance</i> 2207 Collections Center Dr Chicago, IL 60693  <i>Wire Transfers</i> Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593



**Partnership Number :** HACH1743676      **Version :** 0.16      **Quotation Date :** 13-APR-26  
**Expiration Date :** 23-APR-26  
  
**Hach Company Contact :** Giannini, Kimberly Ann      **Service Partnership Phone :** (800) 227-4224 x6177      **Service Partnership Email :** renewal@hach.com  
**Customer Ref :** RENEWAL QUOTE      **Customer Contact :** MCCAY, CLANCY  
**Customer Phone :** 6618672301      **Customer Fax :**      **Customer Email :** cmccay@calienteschooldistri ct.org

**Bill-To Account # 40469110      Ship-To Account # 40469110**

Customer Name	CALIENTE UNION SCHOOL DISTRICT	Customer Name	CALIENTE UNION SCHOOL DISTRICT	<b>Payment Terms:</b>	Net 30
Address4		Address4		<b>Billing Method:</b>	Annual-Invoices on START Date
Address1	12400 CALIENTE CREEK RD	Address1	12400 CALIENTE CREEK RD	<b>Currency:</b>	USD
Address2		Address2			
Address3		Address3			
City,State,PostalCode	CALIENTE-CA-93518	City,State,Postalcode	CALIENTE-CA-93518		
Province/Country	US	Province/Country	US		

Line	Service Name	Start Date	End Date	Description/Serial Number	Line Total
1	BSPNITRATAX	18-APR-26	17-APR-27	Bnch Svc-Nitratax Sensor	1,245.00
	1.1 LXV417.99.20002			oo NITRATAX PLUS SC 2MM ; 2178753	

**Sub Total :** 1,245.00  
**Tax:** 0.00  
**Total :** 1,245.00

**Partnership Notes :**

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at [www.hach.com/terms](http://www.hach.com/terms). Hach TCS are incorporated by reference into each of Hach's offers or quotations, order acknowledgments, and invoice and shipping documents. The first of the following acts shall constitute an acceptance of Hach's offer and not a counteroffer and shall create a contract of sale ("Contract") in accordance with the Hach TCS, subject to Hach's final credit approval: (i) Buyer's issuance of a purchase order document against Hach's offer or quotation; (ii) Hach's acknowledgement of Buyer's order; or (iii) commencement of any performance by Hach in response to Buyer's order. Provisions contained in Buyer's purchase documents that materially alter, add to or subtract from the provisions of these Terms and Conditions of Sale

	<p><b>HACH SERVICE PARTNERSHIP QUOTATION</b></p> <p><i>Headquarters</i> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389</p> <p><i>Purchase Orders</i></p>	<p>Page : 3 of 4 Partnership Number : HACH1743676</p> <p>WebSite: <a href="http://www.hach.com">www.hach.com</a></p>	<p><i>Remittance</i> 2207 Collections Center Dr Chicago, IL 60693</p> <p><i>Wire Transfers</i> Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593</p>
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infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

**10. TRADEMARKS AND OTHER LABELS:**

Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

**11. SOFTWARE:.**

All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media. In the absence of such terms and for all other software, Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by any and all such license agreements. Title to software remains with the applicable licensor(s).

**12. PROPRIETARY INFORMATION; PRIVACY:**

"Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at <http://www.hach.com/privacypolicy>.

**13. CHANGES AND ADDITIONAL CHARGES:**

Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

**14. SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE:**

In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

**15. LIMITATIONS ON USE:**

Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

**16. EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS:**

Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Hach represents that all Products delivered hereunder will be produced and supplied in compliance with all applicable laws and regulations. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "Speak Up!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See <http://danaher.com/integrity-and-compliance> and [www.danaherintegrity.com](http://www.danaherintegrity.com) for a copy of the SOC and for access to our Helpline portal.

**17. FORCE MAJEURE:**

Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war, material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

**18. NON ASSIGNMENT AND WAIVER:**

Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

**19. LIMITATION OF LIABILITY:**

None of the Hach Indemnified Parties will be liable to Buyer under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of Buyer's customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

**20. APPLICABLE LAW AND DISPUTE RESOLUTION:**

The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates


**KERN COUNTY PLAN  
FOR PROVIDING EDUCATIONAL SERVICES  
TO EXPELLED STUDENTS**

California Education Code Section 48926 requires each county superintendent of schools, in conjunction with the superintendents of the school districts within the county, to develop a plan for providing education services to all expelled pupils in that county. It further requires that the plan be adopted by the governing board of each school district within the county and the county board of education. Finally, this Section requires that “each county superintendent of schools, in conjunction with the superintendents of the school districts, ...shall submit a triennial update to the plan.” In order to satisfy the legal requirement for a triennial update on the plan, I submit the following request on behalf of the Kern County Superintendent of Schools.

**As superintendent of the listed school district, by signature below, I hereby confirm that the existing updated Countywide Plan addressing educational services to expelled students was adopted by the governing board of trustees to be in effect January 2026 through June 2027.**

**Robin Shive**

\_\_\_\_\_  
Superintendent Name

  
\_\_\_\_\_  
Superintendent Signature

Caliente Union School District

\_\_\_\_\_  
School District

**April 20, 2026**

\_\_\_\_\_  
Date