

Hanford Elementary School District

ANNUAL ORGANIZATIONAL MEETING AGENDA

Wednesday, December 16, 2020

HESD District Office Board Room

714 N. White Street, Hanford, CA

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

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

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

Individuals who wish to address the Board may do so by

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

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

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

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

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

OPEN SESSION

5:30 p.m.

- Call to Order
- Members Present
- Pledge to the Flag
- Oath of Office - Todd Barlow, KCOE Superintendent

1. BOARD ORGANIZATION

Election and appointment of officer

- President
- Vice President
- Clerk

- *Materials related to an item on this agenda submitted to the Board after distribution of the agenda packet are available for public inspection at the superintendent's Office located at 714 N. White Street, Hanford, CA during regular business hours.*
- *Any individual who requires disability-related accommodations or modifications, including auxiliary aides and services, in order to participate in the Board meeting should contact the Superintendent in writing.*

Designate trustee participation on district committees

- Budget Committee (2)
- Kings County School Board Association (1)
- HESD Educational Foundation (1)

Adopt Board Meeting Calendar for 2021

2. PRESENTATIONS, REPORTS AND COMMUNICATIONS

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

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

3. CONSENT ITEMS

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

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

4. INFORMATION ITEMS

- a) Receive for information HESD COVID-19 Update (Gabler)
- b) Receive for information the 2020 – 2021 Annual Williams Report (Gabler)
- c) Receive for information the monthly financial reports for the period of 07/01/2020 – 11/30/2020 (Endo)
- d) Receive for information the details on the Classified Employee Summer Assistance Program (Endo)
- e) Receive for information the Notice of Completion for Washington and Lincoln modernization project (Mulligan)
- f) Receive for information the following deleted Board Policy and Administrative Regulation and new Board Policy and UCP Annual Notice: (Carlton)
 - BP/AR 1312.3 Uniform Complaint Procedures *(Deleted)*
 - BP 1312.3 Uniform Complaint Procedures *(New)*
 - New UCP Annual Notice *(New)*

5. BOARD POLICIES AND ADMINISTRATION

- a) Consider approval of the 2020 – 2021 School Plans for Student Achievement (Carlton)

6. PERSONNEL (Martinez)

a) Employment

Classified Management

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

Certificated

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

Certificated Short-term Employment to Assist with Reopening

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

Classified

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

Temporary Employees/Substitutes

- Maira Apodaca, Short-term Yard Supervisor – 1.0 hr., King, effective 11/2/20 to 12/18/20
- Tania Garcia, Short-term Bus Driver – 4.5 hrs., Transportation/DSF, effective 11/13/20 to 1/29/21
- Maria Ibarra Gomez, Substitute Yard Supervisor, effective 11/4/20; Short-term Yard Supervisor – 3.0 hrs., Monroe, effective 11/4/20 to 12/18/20
- Evette Gonzalez, Short-term Food Service Worker I – 3.0 hrs., Simas, effective 11/19/20 to 12/18/20
- Jeri Higdon, Short-term Classified Personnel Manager, Human Resources, effective 1/4/20 to 6/30/21
- Brooke King, Short-term Student Specialist – 8.0 hrs., Monroe, effective 11/30/20 to 12/18/20
- Isabel Amado Leal, Substitute READY Program Tutor, Translator: Oral Interpreter and Written Translator, effective 10/26/20
- Guadalupe Lopez, Short-term Yard Supervisor – 1.0 hr., Jefferson, effective 11/9/20 to 12/18/20
- Hollie Maroon, Short-term Yard Supervisor – 3.5 hrs., Simas, effective 11/16/20 to 12/18/20
- Audussie Martinez, Short-term Yard Supervisor – 3.0 hrs., Roosevelt, effective 11/9/20 to 12/18/20
- Jirazel Meza, Short-term Yard Supervisor – 1.0 hr., Monroe, effective 11/4/20 to 12/18/20
- Violeta Naranjo, Short-term Yard Supervisor – 3.5 hrs., Roosevelt, effective 11/9/20 to 12/18/20
- Audrey Navarro, Short-term Yard Supervisor – 3.5 hrs., Simas, effective 11/16/20 to 12/18/20
- Olga Ramirez, Short-term Yard Supervisor – 2.5 hrs., Washington, effective 11/4/20 to 12/18/20

- Laura Terrazas, Substitute Licensed Vocational Nurse, effective 11/2/20
- Sarai Villaseñor, Short-term Bilingual Clerk Typist II – 8.0 hrs., Roosevelt, effective 11/9/20 to 12/18/20
- Sandra Virden, Short-term Yard Supervisor – 3.25 hrs., Lincoln, effective 11/2/20 to 12/18/20

b) Resignations

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

c) Promotion/Transfer/More Hours

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

d) Temporary Out of Class Assignment

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

e) Administrative Transfers

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

f) Return from Unpaid Leave of Absence

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

g) Staff Changes Resulting from Reopening

Effective 11/9/20 for TK/K/1st grade changes

Effective 11/16/20 for 2nd, 3rd grade changes

Effective 11/30/20 for 4th – 8th grade changes

Temporary In-Person Combination Class Assignments

Alicia Arthur from Roosevelt K to Roosevelt T-K/K

Rhonda Ieronimo from Monroe T-K to Monroe T-K/K

Patricia Rodriguez from Simas K to Simas T-K/K

Tracy Ryan from Hamilton T-K to Hamilton T-K/K

Amanda Sewell from MLK T-K to MLK T-K/K

Temporary Involuntary Transfer

Nicole Cartledge from Washington 3rd to Washington 2nd

Omar Fierro from CDS 4th-6th to Roosevelt 6th

Erin Franklin from Washington 5th to Richmond 5th

Greg Kelley from Wilson PE to JFK 7th ELA/Social Studies

Rosemary Lerma from Lincoln K to Lincoln 3rd

Karina Ramirez-Padilla from MLK 3rd to Jefferson 3rd

Oz Vasquez from CDS 7th/8th to Jefferson 6th

Temporary Reassignment

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

Temporary Distance Learning Assignments

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

Ashley Perico from MLK 5th to Richmond 6th Distance Learning
Maricely Pimentel from JFK 7th Math/Science to JFK 7th Math/Science Distance Learning
Ashley Pond from Lincoln 3rd to Lincoln 3rd Distance Learning
John Porras from MLK 3rd to MLK 3rd Distance Learning
Veronica Reynoso from Jefferson 3rd to MLK 4th Distance Learning
Jaimie Richmond from Richmond 5th to Richmond 5th Distance Learning
Lana Sandoval JFK 8th Math/Science to JFK 8th Math/Science Distance Learning
Dana Silva from Simas 3rd to Simas 3rd Distance Learning
Pauline Strambi Wilson 7th Math/Science to Wilson 7th Math/Science Distance Learning
Mario Tafolla from Monroe K to Monroe K Distance Learning
Kelly Taggert from Hamilton 1st to Hamilton 1st Distance Learning
Craig Vidal from Richmond 3rd to Richmond 3rd Distance Learning
Raquel Villarino from MLK 5th to MLK 5th Distance Learning
Takeya Washington from MLK 1st to MLK 1st Distance Learning
Becky Wells from Lincoln 4th to Lincoln 4th Distance Learning
Paolo Wheaton Wilson 8th ELA/Social Studies to Wilson 8th ELA/Social Studies Distance Learning
Gaosang Xiong JFK 8th Math/Science to JFK 8th Math/Science Distance Learning

h) Provisional Internship Permit (PIP)

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

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

7. FINANCIAL (Endo)

- a) Consider adoption of the Resolution #17-21: Application for funding through Charge Up! Program
- b) Consider for approval the certification of signatures
- c) Consider approval of the renewal of services and memorandum of understanding with the Super Co-op
- d) Consider approval of OMNI services agreement

ADJOURN MEETING

Hanford Elementary School District

REGULAR BOARD MEETING SCHEDULE January 2021 – December 2021

Regular Board Meetings are normally held on the 2nd and 4th Wednesday of the month. (The calendar may be modified for holiday months). Unless otherwise noted, board meetings begin at 5:30 p.m.

January 27, 2021

February 10, 2021

February 24, 2021

March 10, 2020

March 24, 2020

April 14, 2021

April 28, 2021

May 12, 2021

May 26, 2021

June 9, 2021

June 23, 2021

July 14, 2021 - *Tentative* – The July meeting will only be held if it is needed.

August 11, 2021

August 25, 2021

September 8, 2021

September 22, 2021

October 13, 2021

October 27, 2021

November 10, 2021

December 15, 2021

Adopted:

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 12/07/2020

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 12/16/2020

ITEM:

Consider approval of warrants.

PURPOSE:

The administration is requesting the approval of the warrants as listed on the registers dated: 11/13/20, 11/18/20, 11/20/20, 11/30/20 and 12/04/20.

FISCAL IMPACT:

See attached.

RECOMMENDATIONS:

Approve the warrants.

Warrant Register For Warrants

Dated 11/13/2020

Warrant Number	Vendor Number	Vendor Name	Amount
12648948	7321	ALICIA ALEIXO Allowance	\$309.18
12648949	6431	AMAZON.COM READY Supplies/Instl Matls/Allowance	\$4,504.71
12648950	59	ARAMARK UNIFORM & CAREER Kitchen Mop/Mat Service	\$296.51
12648951	6253	AT&T Telephone	\$251.81
12648952	1690	BATTERY SYSTEMS Kitchen Supplies	\$476.34
12648953	4911	CALIFORNIA DEPT. OF EDUCATION Interest	\$1,671.20
12648954	7237	MONICA CANO Reissue Allowance	\$21.02
12648955	3644	TIFFANY D CARPENTIERI Mileage	\$76.82
12648956	1667	CDW GOVERNMENT INC. Equipment	\$36,762.92
12648957	6414	CONSOLIDATED TESTING LABORATORY Land Improvements	\$985.00
12648958	405	DASSEL'S PETROLEUM INC. Fuel	\$201.12
12648959	5786	DOCUMENT TRACKING SERVICES Other Services	\$4,101.59
12648960	2155	JAVIER ESPINDOLA Instl Matls	\$19.26
12648961	3517	JENNIFER FAGUNDES Reissue Mileage	\$23.55
12648962	1769	FRESNO PRODUCE Food	\$4,341.35
12648963	5916	MELANIE GALLAHER Reissue Mileage	\$27.49
12648964	1393	GAS COMPANY Gas	\$943.34
12648965	7528	GLOBAL EQUIPMENT COMPANY INC COVID Supplies	\$185.44
12648966	591	GOLD STAR FOODS Food	\$972.80
12648967	2157	YOLANDA GOMES Instl Matls	\$20.15
12648968	1816	LUCY GOMEZ Reissue Reimbursement	\$63.44
12648969	7212	JESSICA GONZALES Reissue Reimbursement	\$21.00
12648970	604	GRAINGER Instl Matls	\$750.10
12648971	3656	HANFORD AUTO & TRUCK PARTS Maint/Transp Supplies	\$415.44
12648972	7592	HANFORD SENTINEL Other Services	\$779.25
12648973	632	CITY OF HANFORD Water/Sewer	\$26,254.60
12648974	2121	GUADALUPE HERNANDEZ Reissue Reimbursement	\$200.00
12648975	7228	SAMANTHA HERNANDEZ Reissue Reimbursement	\$56.25
12648976	2188	THE HOME DEPOT PRO COVID Supplies	\$14,291.31
12648977	7231	LIZ IBARRA Reissue PERS Refund	\$.94
12648978	6573	IXL LEARNING Software License	\$1,259.00
12648979	779	KEENAN & ASSOC. CPIC Health & Welfare	\$5,467.50
12648980	778	KEENAN & ASSOC. MED. EYE SERV. Health & Welfare	\$10,239.14
12648981	5828	KINGS COUNTY DEPT OF PUBLIC WORKS Fuel	\$88.53
12648982	796	KINGS COUNTY OFFICE OF ED Other County Costs	\$6,941.42
12648983	808	KINGS WASTE & RECYCLING Garbage	\$157.50
12648984	808	KINGS WASTE & RECYCLING Garbage	\$905.20
12648985	986	LAWNMOWER MAN Grounds Supplies	\$354.37
12648986	4437	MACARIA LOPEZ Reissue Allowance	\$67.87
12648987	3719	FLORITA MAGALLON Reissue Reimbursement	\$6.49
12648988	4704	KELLEY MAYFIELD Reissue Mileage	\$49.05
12648989	351	CHERYLL MCGUIRE Reissue Travel	\$17.00
12648990	1058	OFFICE DEPOT Warehouse Special Ed Supplies	\$970.74
12648991	5111	P & R PAPER SUPPLY COMPANY INC Kitchen Supplies	\$1,877.57
12648992	7203	PARADIGM HEALTHCARE SERVICES LLC. Other Services	\$1.62
12648993	4088	ESTHER PHELPS Reissue Reimbursement	\$16.09
12648994	1168	PRODUCERS DAIRY PRODUCTS Food	\$2,862.73
12648995	3743	SHRED-IT USA – FRESNO Shred Services	\$565.37

Warrant Register For Warrants

Dated 11/13/2020

Warrant Number	Vendor Number	Vendor Name	Amount
12648996	7644	SIERRA SANITATION INC Rentals	\$957.46
12648997	1367	SISC III Health & Welfare	\$593,494.75
12648998	1801	SMART & FINAL STORES (HFD KIT) Food	\$115.06
12648999	2031	SOUTHWEST SCH & OFFICE SUPPLY Warehouse	\$6,824.53
12649000	1403	STANISLAUS FOUNDATION – DENTAL Other Services	\$12,397.80
12649001	1444	SYSCO FOODSERVICES OF MODESTO Food	\$24,354.72
12649002	4021	KELLY TAGGERT Reissue Reimbursement	\$200.00
12649003	6823	TCG GROUP HOLDINGS Other Services	\$254.00
12649004	5946	THE HARTFORD Health & Welfare	\$1,221.63
12649005	5373	FRED VARGAS Reissue PERS Refund	\$5.95
12649006	7106	VERBENA NURSERY Grounds Matls	\$1,193.87
12649007	7159	ZACHARY WESTOVER Reissue Travel	\$63.05
12649008	1619	WILBUR-ELLIS COMPANY LLC Grounds Matls	\$3,659.91
12649009	3983	WOODROW WILSON PTC Reissue Reimbursement	\$48.00
Total Amount of All Warrants:			\$775,661.85

Credit Card Register For Payments
Dated 11/13/2020

Document Number	Vendor Number	Vendor Name	Amount
14029706	179	BUDDY'S TROPHY SUPPLY READY Matls	\$117.17
14029707	5690	INDOFF INCORPORATED Warehouse	\$3,608.82
14029708	5370	NORMAN S. WRIGHT-DUCKWORTH Maint Supplies	\$962.38
Total Amount of All Credit Card Payments:			\$4,688.37

**Warrant Register For Warrants
Dated 11/18/2020**

Warrant Number	Vendor Number	Vendor Name	Amount
12649253	2970	CA BAND DIRECTORS ASSOC. Audition Fee	\$160.00
12649254	7628	PACKETWATCH Tech Services	\$19,252.42
12649255	7579	SELMA NISSAN Equipment (cars)	\$149,198.90
Total Amount of All Warrants:			\$168,611.32

Warrant Register For Warrants

Dated 11/20/2020

Warrant Number	Vendor Number	Vendor Name	Amount
12649329	7641	ADVANCED SANITIZING COVID Supplies	\$3,878.73
12649330	3258	BANK OF AMERICA Conference	\$1,713.32
12649331	6144	KENDRA BANUELOS READY Supplies	\$16.08
12649332	2986	JOSEFINA L. CAVANAUGH Allowance	\$200.00
12649333	3973	DANIELLE DARPLI Allowance	\$143.43
12649334	405	DASSEL'S PETROLEUM INC. Fuel	\$3,032.10
12649335	7543	DANIELA FLORES-CABRALES READY Supplies	\$30.53
12649336	6851	JENNIFER FOSSETT Allowance	\$139.48
12649337	7616	ERIN FRANKLIN Allowance	\$29.45
12649338	1393	GAS COMPANY Gas	\$303.31
12649339	2855	MARISSA HENDERSON Allowance	\$200.00
12649340	2121	GUADALUPE HERNANDEZ Reissue Allowance	\$95.90
12649341	6493	KELLIE JONES Allowance	\$107.45
12649342	5918	KINGS INDUSTRIAL OCC MEDICAL CENTER COVID Supplies	\$850.00
12649343	7312	MATTHEW KNEVELBAARD Mileage	\$41.40
12649344	838	LAWRENCE TRACTOR COMPANY Grounds Supplies	\$863.56
12649345	5430	ANDREW MARTINEZ Reissue Travel	\$9.99
12649346	7220	JANICE K MILLER Reissue Payroll	\$11.96
12649347	2909	MARCELA NICOLE NASH Allowance	\$196.54
12649348	5356	JODY PRODOEHL Allowance	\$117.91
12649349	6939	VERONICA RESENDIS Reissue Reimbursement	\$21.00
12649350	7164	DOUGLAS SHEETER Reissue Refund	\$4.69
12649351	3484	DIANA M. SILVA Allowance	\$46.53
12649352	6558	WENDY SOLANO Reissue Payroll	\$3.48
12649353	3800	SONITROL OF FRESNO Repairs	\$182.50
12649354	1392	SOUTHERN CALIFORNIA EDISON CO. Electricity	\$30,017.83
12649355	6928	JAZZMYNE SQUIRE Reissue Reimbursement	\$21.00
12649356	6944	TETER LLP Buildings & Improvements	\$6,231.57
12649357	4064	TULARE COUNTY OFFICE OF ED Instl Matls	\$70.84
12649358	1647	VERITIV OPERATING COMPANY Warehouse	\$1,125.58
Total Amount of All Warrants:			\$49,706.16

Credit Card Register For Payments
Dated 11/20/2020

Document Number	Vendor Number	Vendor Name	Amount
14029745	2	A-Z BUS SALES INC Transportation Supplies	\$683.15
14029746	5661	GUITAR CENTER STORES Band Matls	\$1,560.17
14029747	831	LAKESHORE LEARNING MATERIALS Warehouse	\$1,607.68
14029748	1466	TERMINIX INTERNATIONAL Pest Control	\$386.00
Total Amount of All Credit Card Payments:			\$4,237.00

Warrant Register For Warrants

Dated 11/30/2020

Warrant Number	Vendor Number	Vendor Name	Amount
12650025	7255	ACER AMERICA CORPORATION Dist Learning Matls	\$7,998.71
12650026	6431	AMAZON.COM Books/Instl Matls/Office Supplies	\$7,355.20
12650027	7271	APPLIANSYS LLC Other Services	\$2,567.33
12650028	59	ARAMARK UNIFORM & CAREER Laundry/Mop/Mat Services	\$3,072.32
12650029	59	ARAMARK UNIFORM & CAREER Kitchen Laundry/Mop/Mat Services	\$131.92
12650030	6253	AT&T Telephone	\$140.41
12650031	3947	ATKINSON ANDELSON LOYA RUUD & ROMO Legal	\$3,749.81
12650032	91	AUTOMATED OFFICE SYSTEMS Leases	\$7,144.99
12650033	113	BARNES AND NOBLE-5886056 Books	\$701.99
12650034	236	STATE OF CALIFORNIA Other Services	\$147.00
12650035	253	JAIME CAMACHO Instl Matls	\$669.62
12650036	1667	CDW GOVERNMENT INC. Equipment	\$34,437.10
12650037	7123	CHILD1ST PUBLICATIONS LLC Psych Matls	\$55.08
12650038	2123	CRESTLINE COMPANY INC. Instl Matls	\$1,319.56
12650039	4893	DISCOVERY EDUCATION Software License	\$1,280.00
12650040	506	ETA HAND2MIND Instl Matls	\$95.69
12650041	7631	FACTS EDUCATION SOLUTIONS LLC Other Services	\$1,680.50
12650042	1769	FRESNO PRODUCE Food	\$4,740.90
12650043	1393	GAS COMPANY Gas	\$369.40
12650044	571	GEARY PACIFIC SUPPLY Maint Supplies	\$332.79
12650045	1816	LUCY GOMEZ Parent Inv Matls	\$184.65
12650046	5216	HANFORD ELEMENTARY SCHOOL DISTRICT Insurance	\$4,799.28
12650047	7646	CITY OF HANFORD Fire Inspections	\$850.00
12650048	3528	LINDSAY HASTINGS Instl Matls	\$16.03
12650049	4532	HENRY SCHEIN INC Warehouse	\$1,949.55
12650050	685	HI-LINE Transportation Supplies	\$123.08
12650051	2188	THE HOME DEPOT PRO Custodial Supplies	\$1,393.25
12650052	7056	JH TACKETT MARKETING Instl Matls	\$945.93
12650053	7457	KG COMMUNICATIONS INC. Transportation Services	\$1,174.45
12650054	796	KINGS COUNTY OFFICE OF ED Other County Costs	\$14,665.47
12650055	7643	LATIN AMERICAN BOOK SOURCE INC Books	\$993.75
12650056	7386	MARIO LOPEZ Inst'l Consultant	\$2,625.00
12650057	5510	NEWEGG.COM Tech Matls	\$216.87
12650058	1058	OFFICE DEPOT Warehouse/Instl Matls	\$1,640.23
12650059	5111	P & R PAPER SUPPLY COMPANY INC Kitchen Supplies	\$560.45
12650060	1168	PRODUCERS DAIRY PRODUCTS Food	\$7,993.69
12650061	1188	QUILL LLC Warehouse	\$3,542.45
12650062	7623	SAFETYSIGN COVID Matls	\$33,038.72
12650063	7644	SIERRA SANITATION INC Rentals	\$607.11
12650064	4330	SIERRA SCHOOL EQUIPMENT CO Equipment	\$4,967.82
12650065	1349	SIERRA SCHOOL EQUIPMENT CO. Maint Matls	\$1,101.74
12650066	6368	SINCLAIR RESEARCH GROUP Inst'l Consultant	\$4,375.00
12650067	1374	SMART & FINAL STORES (HFD DO) Supplies	\$48.00
12650068	2031	SOUTHWEST SCH & OFFICE SUPPLY Warehouse	\$3,956.05
12650069	6785	SPY SCREEN & IMAGE PRINTING COVID Matls	\$3,422.90
12650070	1403	STANISLAUS FOUNDATION – DENTAL Other Services	\$11,665.14
12650071	1444	SYSCO FOODSERVICES OF MODESTO Food	\$25,334.58
12650072	7638	TABLETKIOSK Medical Supplies	\$39,768.14

**Warrant Register For Warrants
Dated 11/30/2020**

Warrant Number	Vendor Number	Vendor Name	Amount
12650073	1508	U.S. POSTAL SERVICE (CMRS-POP) Postage	\$5,000.00
12650074	1521	UNITED REFRIGERATION INC. Maint Matls	\$233.52
12650075	2653	VALLEY OXYGEN Maint/Grounds Matls	\$249.00
12650076	1558	VERIZON WIRELESS Telephone	\$941.88
Total Amount of All Warrants:			\$256,374.05

Credit Card Register For Payments

Dated 11/30/2020

Document Number	Vendor Number	Vendor Name	Amount
14029795	3599	4IMPRINT INC COVID Matls	\$4,046.17
14029796	2409	ALERT-O-LITE INC. Grounds Matls	\$1,370.20
14029797	5339	BEYOND MENTION DESIGNS LLC Kitchen Matls	\$1,150.26
14029798	529	FOLLETT SCHOOL SOLUTIONS Books/Equipment	\$14,805.90
14029799	4514	HUBERT COMPANY COVID Matls	\$9,073.30
14029800	1802	MEDALLION SUPPLY Maint Supplies	\$141.48
14029801	1002	MORGAN & SLATES INC. Maint Supplies	\$114.25
14029802	1071	ORIENTAL TRADING CO. INC. Instl Matls	\$2,659.65
14029803	1147	POSITIVE PROMOTIONS Instl Matls	\$350.86
14029804	1214	REALLY GOOD STUFF Instl Matls	\$72.07
14029805	2524	ROCHESTER 100 INC. Instl Matls	\$925.00
Total Amount of All Credit Card Payments:			\$34,709.14

Warrant Register For Warrants

Dated 12/04/2020

Warrant Number	Vendor Number	Vendor Name	Amount
12650289	34	CURTIS ALEXANDER Allowance	\$190.06
12650290	2352	AMS.NET Other Services	\$93,760.00
12650291	113	BARNES AND NOBLE-5886056 Books	\$112.92
12650292	150	BLINDS ETC. Buildings & Improvements	\$4,086.00
12650293	6414	CONSOLIDATED TESTING LABORATORY Land Improvements	\$995.00
12650294	5354	DIANNE DIAS Classroom Matls	\$29.95
12650295	7632	EDULASTIC Software License	\$500.00
12650296	4092	FITNESS FINDERS INC Instl Matls	\$414.33
12650297	4910	ANDREA GARCIA Allowance	\$193.02
12650298	1393	GAS COMPANY Gas	\$1,103.72
12650299	2188	THE HOME DEPOT PRO Band Matls	\$1,271.22
12650300	5342	INNOVATION COMMERCIAL FLOORING Repairs	\$6,449.00
12650301	5648	STACIE JOHNSON Software License	\$149.00
12650302	5893	MONICA KRAEMER READY Matls/Office Supplies	\$121.05
12650303	7260	LOWE'S PRO SERVICES Maint/Grounds/Custodial Supplies	\$1,727.43
12650304	912	MANGINI ASSOCIATES INC. Land & Building Improvements	\$8,422.48
12650305	1058	OFFICE DEPOT Office Supplies	\$1,730.38
12650306	7431	JONATHAN OLIVEIRA Allowance	\$45.44
12650307	3726	SHELBY POOLE Bus Cert	\$12.00
12650308	7445	PRO-PT Other Services	\$165.00
12650309	7390	QUADIENT INC. Repairs	\$747.53
12650310	5170	SCORE SPORTS Office Supplies	\$314.92
12650311	1392	SOUTHERN CALIFORNIA EDISON CO. Electricity	\$15,636.25
12650312	1404	STANISLAUS FOUNDATION – ADMIN Other Services	\$2,627.50
12650313	1403	STANISLAUS FOUNDATION – DENTAL Other Services	\$8,306.79
12650314	7600	T.P. THOMAS PLUMBING INC Repairs	\$8,400.00
12650315	1506	TWB INSPECTIONS Buildings & Improvements	\$3,750.00
12650316	1510	U.S. POSTMASTER-BULK MAIL Other Services	\$240.00
12650317	7106	VERBENA NURSERY Grounds Matls	\$96.97
12650318	1575	WALMART COMMUNITY RFCSLLC Homeless Needs	\$3,429.01
12650319	2270	EVELYN R. WESTMORELAND Health & Welfare	\$80.25
Total Amount of All Warrants:			\$165,107.22

**Credit Card Register For Payments
Dated 12/04/2020**

Document Number	Vendor Number	Vendor Name	Amount
14029843	1214	REALLY GOOD STUFF Instl Matls	\$965.15
14029844	1313	SCHOLASTIC TEACHERS STORE Books	\$4,632.78
Total Amount of All Credit Card Payments:			\$5,597.93

Hanford Elementary School District
Minutes of the Regular Board Meeting
November 18, 2020

Minutes of the Regular Board Meeting of the Hanford Elementary School District Board of Trustees on November 18, 2020 at the District Office Board Room, 714 N. White Street, Hanford, CA.

Call to Order President Strickland called the meeting to order at 5:32 p.m. Trustee Garcia, Hernandez and Revious were present. Trustee Garner was absent.

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

Public Hearing: SitelogIQ At 5:32 p.m. President Strickland opened the Public Hearing: Resolution #16-21: Approval of the Facility Solutions Agreement Between HESD and SitelogIQ.

David Endo, Chief Business Official, stated it's a requirement to have a public hearing for comments regarding the agreement and to show our savings throughout the years. This agreement is contingent upon the District getting 0% interest on the loan. This will allow for solar parking shade structures at Simas Elementary, Monroe Elementary and Martin Luther King Elementary.

President Strickland called for questions from the public, and there being none the Public Hearing was closed at 5:35 p.m.

Public Comments None

Board and Staff Comments None

Requests to Address the Board None

Dates to Remember President Strickland reviewed dates to remember: Parent Teacher Conference – November 23rd and 24th; Thanksgiving Break – 25th to 27th; Annual Organizational Meeting – December 16th.

CONSENT ITEMS

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

Garcia – Yes
 Garner – Absent
 Hernandez – Yes

Revious – Yes
Strickland – Yes

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

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

The items approved are as follows:

- a) Warrant listings dated October 23, 2020; October 30, 2020 and November 6, 2020.
- b) Minutes of the Regular Meeting held on October 28, 2020 and Special Board Meeting held November 2, 2020.
- c) Interdistrict transfers as recommended.

INFORMATION ITEMS

Monthly Fiancial Report 7/1/20 – 10/31/20

- a) David Endo, Chief Business Official, presented for information the monthly financial reports for the period of 07/01/2020 – 10/31/2020.

HESD Reopening Update

- b) Joy Gabler, Superintendent, presented for information the HESD Reopening Update. Superintendent Gabler shared Kings County Tier Status and details on the phased-in reopening of HESD Schools. Students returned to campus on November 9th and by November 30th all HESD students that requested to return in person will be back at school. Additionally, information was shared on the number of in-person and distance learning classes that were formed in order to reopen along with the Health Protocols the District is following when students present with symptoms or staff/students test positive for COVID-19 were reviewed.

BOARD POLICIES AND ADMINISTRATION

CSEA Agreement

- a) Trustee Garcia made a motion to approve the negotiated successor agreement with the California School Employees Association (CSEA), Chapter #344. Trustee Revious seconded; motion carried 4-0:
Garcia – Yes
Garner – Absent
Hernandez – Yes
Revious – Yes
Strickland – Yes

PERSONNEL

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

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

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

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

The following items were approved:

***Item "a" –
Employment***

Certificated

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

Classified

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

Temporary Employees/Substitutes

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

***Item "b" –
Resignations***

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

***Item "c" – More
Hours***

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

***Item "d" –
Reclassification***

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

**Item "e" –
Salary/Wage
Schedules for
2020-2021**

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

**Item "f" – Job
Descriptions**

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

FINANCIAL

Resolution #16-a) 21 Trustee Garcia made a motion to adopt the #16-21, approval of the Facility Solutions Agreement between the HESD and SitelogIQ. Trustee Revious seconded; motion carried 4-0:

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

**Kings County
Treasurer's
Quarterly
Report**

b) Trustee Garcia made a motion to approve the Kings County Treasurer's Quarterly Compliance Report. Trustee Revious seconded; motion carried 4-0:

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

**1st Interim
Report**

David Endo, Chief Business Official, presented a PowerPoint presentation. He stated this is the first report in the fiscal year. It's it through October 31st. Due to COVID we aren't tracking average daily attendance (ADA). Our funding this year is based on 2019-20 ADA and some funding for foster students, free and reduced students, and English learners. He shared a chart showing District census enrollment and stated there is a large decline from last year's enrollment numbers. We are concerned but hope it is linked to COVID because it can affect us next year. David then shared LCFF funding over the years and enrollment trends chart. The chart shows 2019-20 we had an enrollment number of 5930, this year at 5697 and next few years projections and he stated that is not where we want to be. He then reviewed the general fund budget comparison reflecting the largest changes like the solar project. David also shared the other HESD funds, the multi-year projection assumptions and the multiyear projection. David also talked about the things we can look forward to are: enrollment was down 231 students from prior year, the ADA is not reported this

year, funding is projected to flat, projected step/column increases and pension increases will have a dramatic impact on operating budgets.

- c) Trustee Garcia made a motion to approve the the 1st Interim Report. Trustee Revious seconded; motion carried 4-0:

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

**LCFF Budget
Overview for
Parents**

- d) Trustee Garcia made a motion to approve the LCFF Budget Overview for Parents (BOP). Trustee Revious seconded; motion carried 4-0:

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

Resolution #15-21 e) Trustee Revious made a motion to adopt the #15-21: 20-21 Budget revisions-1st interim. Trustee Hernandez seconded; motion carried 4-0:

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

FUTURE ITEMS

**Annual
Organizational
Meeting**

- a) Trustee Revious made a motion to approve the date for the Annual Organizational Meeting for December 16, 2020. Trustee Garcia seconded; motion carried 4-0:

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

Adjournment

There being no further business, President Strickland adjourned the meeting at 6:09 p.m.

Respectfully submitted,

Joy C. Gabler,
Secretary to the Board of Trustees

Approved:

Greg Strickland, President

Tim Revious, Clerk

No	Reason	Sch Req'd	Home Sch	Date
I-217	FSY	Richmond	Pioneer	12/07/2020
I-218	FSY	Richmond	Pioneer	12/07/2020
I-219	FSY	Kennedy	Pioneer	12/07/2020
I-220	FSY	Kennedy	Pioneer	12/07/2020
I-221	FSY	Kennedy	Lemoore	12/07/2020
I-222	FSY	Hamilton	Pioneer	12/07/2020
I-223	FSY	Hamilton	Pioneer	12/07/2020
I-224	FSY	Washington	Lemoore	12/07/2020
I-225	FSY	King	Armona	12/07/2020
I-226	FSY	King	Armona	12/07/2020
I-227	FLY	Wilson	Lemoore	12/07/2020
I-228	FLY	Wilson	Pioneer	12/07/2020
I-229	O	Hamilton	Armona	12/07/2020
I-230	O	Hamilton	Armona	12/07/2020
I-231	HESD E	Richmond	Tulare	12/07/2020

No	Reason	Sch Req'd	Home Sch	Date
O-142	E	Lemoore	Simas	12/07/2020
O-143	CC	Riverdale	Simas	12/07/2020
O-144	O	Armona	Roosevelt	12/07/2020
O-145	CC	Armona	Lincoln	12/07/2020
O-146	CC	Porterville	Wilson	12/07/2020
O-147	O	Lemoore	Kennedy	12/07/2020
O-148	CC	Armona	Richmond	12/07/2020

HANFORD ELEMENTARY SCHOOL DISTRICT

Agenda Request Form**TO:** Joy Gabler**FROM:** Lindsey Calvillo**DATE:** 12/8/2020**FOR:** (X) Board Meeting
() Superintendent's Cabinet**FOR:** () Information
(X) Action

Date you wish to have your item considered: 12/16/2020

ITEM: Consider approval of donations for a dinner donation valued at \$50.00 to Lee Richmond:

- Best Buy Market

PURPOSE: To be used for purchase of instructional supplies for the 2020-2021 School Year**FISCAL IMPACT:**

none

RECOMMENDATION: Approve donation.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Board of Trustees

FROM: Joy Gabler

DATE: 12/8/20

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☒ Information
☐ Action

Date you wish to have your item considered: 12/16/20

ITEM: HESD COVID-19 Update**PURPOSE:** Updated information on HESD's status.**FISCAL IMPACT:** None**RECOMMENDATIONS:**

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Board of Trustees

FROM: Joy C. Gabler

DATE: 11/20/20

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☒ Information
☐ Action

Date you wish to have your item considered: 12/16/20

ITEM: 2020 - 2021 Annual Williams Report

PURPOSE: The Kings County Office of Education has provided the district with the 2020-2021 Annual Williams Report for Hamilton Elementary, MLK Elementary and Lincoln Elementary. California Education Code section 1240 requires that the County Office visit identified schools to evaluate the sufficiency of standards-aligned instructional materials, the conditions of the facilities, teacher assignments and the accuracy of the data published in the School Accountability Report Card in the aforementioned areas. This annual report is required by Education Code section 1240(c)(2)(B) pursuant to the Williams and Valenzuela Settlements. All three schools did not have any exceptions or findings.

FISCAL IMPACT: None**RECOMMENDATIONS:** None



Kings County Office of Education

Todd Barlow - County Superintendent of Schools



October 16, 2020

Ms. Joy Gabler, Superintendent
Hanford Elementary School District
P.O. Box 1067
Hanford, CA 93232

Subject: **2020-2021 Annual Williams Report for:**
Hamilton Elementary School
Martin Luther King, Jr. School
Lincoln Elementary School

Dear Ms. Gabler:

Background:

California Education Code section 1240 requires that the county office visit schools identified within the county, review information in the areas noted below, and report to you the results of the visits and reviews. This Annual Report for the Fiscal Year 2020-2021 is provided for submission to your governing board at a regularly scheduled meeting as required by Ed Code section 1240(c)(2)(B) pursuant to the Williams and Valenzuela Settlements. This report presents the results of the review of Hamilton Elementary School, Martin Luther King, Jr. School, and Lincoln Elementary School on October 16, 2020.

The purpose of the reviews as specified in California Education Code 1240 was to:

1. Determine if students have “sufficient” standards-aligned instructional materials in the four core subject areas (English Language Development/English Language Arts, Mathematics, History/Social Science and Science), including Science Laboratory equipment in grades 9-12, and, as appropriate, in Foreign Languages, and Health;
2. Determine if there is any facility condition that “poses an emergency or urgent threat” to the health or safety of pupils or staff; and
3. Determine if the school has provided accurate data on the annual School Accountability Report Card (SARC) related to the sufficiency of instructional materials and the safety, cleanliness, and adequacy of school facilities, including “good repair.”

The law further requires that the county superintendent annually monitor and review teacher misassignments and teacher vacancies in schools ranked in decile 1-3 (2012 Base API). While the areas enumerated in this paragraph are not mandated to be a part of this report, they are being included to provide a complete understanding of the environments in which Hamilton Elementary School, Martin Luther King, Jr. School, and Lincoln Elementary School are functioning.

Before proceeding with the report, here are the definitions of basic terms:

- **“Sufficient instructional materials”** means every pupil, including English Learners, has a standards-aligned textbook, or instructional materials, or both, to use in class and to take home.
- A school facility condition that poses an **“emergency or urgent threat”** is a condition that poses a threat to the health or safety of pupils or staff while at school.
- **“Good repair”** means the school facilities are clean, safe, and functional as determined pursuant to the School Facility Inspection and Evaluation Instrument developed by the Office of Public School Construction [Facility Inspection Tool (FIT)] or a local evaluation instrument that meets the same criteria. Each school district that receives state funding for facilities maintenance is required to establish a facilities inspection system to ensure that each of its schools is maintained in “good repair.”

Due to the COVID-19 Pandemic, Senate Bill No. 820 has made certain provisions in Section 1241. These provisions have been waived or modified during the 2020–21 school year:

1. All schools have been extended the opportunity to use a combination of visits and written teacher surveys to determine the sufficiency of textbooks and instructional materials.
2. For purposes of the annual report, a county superintendent of schools may rely on information obtained only through means other than a physical visit to the school site, including school administrator or teacher surveys.
3. The requirement to annually conduct a visit to schools for any school that does not offer in-person instruction from March 2020 to June 2021. This waiver applies only for the time during which the school does not provide in-person instruction.
4. The requirement that 25% of the visits be unannounced. An unannounced visit may be taken in compliance with any orders or guidance issued by any local or state public health official.

The school's evaluation report follows this letter. If exceptions are found, they will be shown under the section of the evaluation.

In conclusion, be assured that Kings County Office of Education is available to support actions needed to address any needs identified in this report.

Sincerely,

A handwritten signature in blue ink, appearing to read "Todd Barlow". The signature is fluid and cursive, with the first name "Todd" and last name "Barlow" clearly distinguishable.

Todd Barlow
County Superintendent of Schools
Kings County Office of Education

Hamilton Elementary School

Review Areas and Findings:

A review of the school includes many areas as prescribed by the law. At this time, the county superintendent of schools relied on information obtained only through means other than a physical visit to the school site to perform a review of instructional materials, facilities, and the School Accountability Report Card. Additional areas of review include teacher assignments/misassignments, teacher vacancies, review and findings, and Uniform Complaint Procedures.

Instructional Materials:

Written surveys of teachers and principals for the purpose of determining the sufficiency of textbooks and instructional materials, we surveyed ***19 of the 19*** total classrooms (based upon the required review of each K-6 grade level classroom). The number of materials must meet the sufficiency requirement so that each pupil has instructional materials to use in class and to take home for distance learning if needed. ***It was found from the review and supplemental documentation that Hamilton Elementary School has sufficient textbooks and materials available to support the school's instructional program.***

School Facilities:

Under school facilities, the county office is to ensure that there are no emergency conditions that threaten the students or staff, the SARC includes information on the maintenance of the facility, and the facility is in "good repair." Good repair is defined as having facilities that are clean, safe, and functional.

School Facility Repair Status:

The State of California Office of Public School Construction (OPSC) developed the Facility Inspection Tool (FIT), which provides an overall summary of the conditions at each school on a scale of "Exemplary," "Good," "Fair," or "Poor." At the beginning of each school year, the district maintenance staff completes the Facility Inspection Tool (FIT). ***According to the FIT collected, the Overall Rating for Hamilton Elementary School determined an average of 99.65% and a School Rating of "Exemplary."***

School Facility Conditions:

A site review has not yet occurred this school year, however, it will be conducted as soon as deemed safe by the Kings County Department of Health in conjunction with the school site.

School Accountability Report Card (SARC):

For the 2009-10 school year, a worksheet was designed to assist the county superintendents in determining the accuracy of the data reported on the school SARC's of decile 1-3 schools as required by Education Code section 1240(c)(2)(i)(iii). The worksheet provides the specific statutory requirements to be reported in the SARC, as well as data definitions from the standardized SARC template adopted by the State Board of Education. The data definitions are designed to enable schools to furnish contextual or comparative information to assist the public in understanding the information in relation to the performance of other schools. (Ed Code § 33126.1(c) (2))

School districts are not required to use the standardized template but must report data in a manner that is consistent with the data definitions. (Ed Code § 33126.1(j))

A priority of the review when visiting Williams schools is "the accuracy of data reported on the School Accountability Report Card with respect to the availability of sufficient textbooks and instructional materials as defined by Section 60119 and the safety, cleanliness, and adequacy of school facilities, including good repair as required by Sections 17002 (d), 17014, 17032.5, 17070.75, and 17089."

Consequently, the objective is to review the SARC to see if the required elements are included and if the SARC accurately reflects the state of the school.

A review of the school's SARC was compared to the required elements as adopted by the State Board of Education. It also compared the statements under School Facilities, School Facility Conditions, and Curriculum Development and Instructional Materials. *From the review, it was found the SARC had the required elements and accurately reflected the state of Hamilton Elementary School.*

Teacher Assignment/Misassignment:

Out of an enrollment of 420 students taken on August 28, 2020, the county office credentials analyst has verified that all 19 teachers hold the appropriate EL authorization, with no vacancies or misassignments. No exceptions were found.

Williams Uniform Complaint Procedure:

In reference to the Uniform Complaint information, the quarterly complaint reports indicate that there have been no complaints filed with the Hanford Elementary School District.

Review and Findings:

Hanford Elementary School District's review found no exceptions related to instructional materials, teacher vacancies and misassignments, and the School Accountability Report Card.

Martin Luther King, Jr. School

Review Areas and Findings:

A review of the school includes many areas as prescribed by the law. At this time, the county superintendent of schools relied on information obtained only through means other than a physical visit to the school site to perform a review of instructional materials, facilities, and the School Accountability Report Card. Additional areas of review include teacher assignments/misassignments, teacher vacancies, review and findings, and Uniform Complaint Procedures.

Instructional Materials:

Written surveys of teachers and principals for the purpose of determining the sufficiency of textbooks and instructional materials, we surveyed ***26 of the 26*** total classrooms (based upon the required review of each K-6 grade level classroom). The number of materials must meet the sufficiency requirement so that each pupil has instructional materials to use in class and to take home for distance learning if needed. ***It was found from the review and supplemental documentation that Martin Luther King, Jr. School has sufficient textbooks and materials available to support the school's instructional program.***

School Facilities:

Under school facilities, the county office is to ensure that there are no emergency conditions that threaten the students or staff, the SARC includes information on the maintenance of the facility, and the facility is in "good repair." Good repair is defined as having facilities that are clean, safe, and functional.

School Facility Repair Status:

The State of California Office of Public School Construction (OPSC) developed the Facility Inspection Tool (FIT), which provides an overall summary of the conditions at each school on a scale of "Exemplary," "Good," "Fair," or "Poor." At the beginning of each school year, the district maintenance staff completes the Facility Inspection Tool (FIT). ***According to the FIT collected, the Overall Rating for Martin Luther King, Jr. School determined an average of 100% and a School Rating of "Exemplary."***

School Facility Conditions:

A site review has not yet occurred this school year, however, it will be conducted as soon as deemed safe by the Kings County Department of Health in conjunction with the school site.

School Accountability Report Card (SARC):

For the 2009-10 school year, a worksheet was designed to assist the county superintendents in determining the accuracy of the data reported on the school SARC's of Deciles 1-3 schools as required by Education Code section 1240(c)(2)(i)(iii). The worksheet provides the specific statutory requirements to be reported in the SARC, as well as data definitions from the standardized SARC template adopted by the State Board of Education. The data definitions are designed to enable schools to furnish contextual or comparative information to assist the public in understanding the information in relation to the performance of other schools. (Ed Code § 33126.1(c) (2))

School districts are not required to use the standardized template but must report data in a manner that is consistent with the data definitions. (Ed Code § 33126.1(j))

A priority of the review when visiting Williams schools is “the accuracy of data reported on the School Accountability Report Card with respect to the availability of sufficient textbooks and instructional materials as defined by Section 60119 and the safety, cleanliness, and adequacy of school facilities, including good repair as required by Sections 17002 (d), 17014, 17032.5, 17070.75, and 17089.”

Consequently, the objective is to review the SARC to see if the required elements are included and if the SARC accurately reflects the state of the school.

A review of the school's SARC was compared to the required elements as adopted by the State Board of Education. It also compared the statements under School Facilities, School Facility Conditions, and Curriculum Development and Instructional Materials. *From the review, it was found the SARC had the required elements and accurately reflected the state of Martin Luther King, Jr. School.*

Teacher Assignment/Misassignment:

Out of an enrollment of 635 students taken on August 28 2020, the county office credentials analyst has verified that all 26 teachers hold the appropriate EL authorization, with no vacancies or misassignments. No exceptions were found.

Williams Uniform Complaint Procedure:

In reference to the Uniform Complaint information, the quarterly complaint reports indicate that there have been no complaints filed with the Hanford Elementary School District.

Review and Findings:

Hanford Elementary School District's review found no exceptions related to instructional materials, teacher vacancies and misassignments, and the School Accountability Report Card.

Lincoln Elementary School

Review Areas and Findings:

A review of the school includes many areas as prescribed by the law. At this time, the county superintendent of schools relied on information obtained only through means other than a physical visit to the school site to perform a review of instructional materials, facilities, and the School Accountability Report Card. Additional areas of review include teacher assignments/misassignments, teacher vacancies, review and findings, and Uniform Complaint Procedures.

Instructional Materials:

Written surveys of teachers and principals for the purpose of determining the sufficiency of textbooks and instructional materials, we surveyed *17 of the 17* total classrooms (based upon the required review of each K-6 grade level classroom). The number of materials must meet the sufficiency requirement so that each pupil has instructional materials to use in class and to take home for distance learning if needed. *It was found from the review and supplemental documentation that Lincoln Elementary School has sufficient textbooks and materials available to support the school's instructional program.*

School Facilities:

Under school facilities, the county office is to ensure that there are no emergency conditions that threaten the students or staff, the SARC includes information on the maintenance of the facility, and the facility is in "good repair." Good repair is defined as having facilities that are clean, safe, and functional.

School Facility Repair Status:

The State of California Office of Public School Construction (OPSC) developed the Facility Inspection Tool (FIT), which provides an overall summary of the conditions at each school on a scale of "Exemplary," "Good," "Fair," or "Poor." At the beginning of each school year, the district maintenance staff completes the Facility Inspection Tool (FIT). *According to the FIT collected, the Overall Rating for Lincoln Elementary School determined an average of 99.375% and a School Rating of "Exemplary."*

School Facility Conditions:

A site review has not yet occurred this school year, however, it will be conducted as soon as deemed safe by the Kings County Department of Health in conjunction with the school site.

School Accountability Report Card (SARC):

For the 2009-10 school year, a worksheet was designed to assist the county superintendents in determining the accuracy of the data reported on the school SARC's of decile 1-3 schools as required by Education Code section 1240(c)(2)(i)(iii). The worksheet provides the specific statutory requirements to be reported in the SARC, as well as data definitions from the standardized SARC template adopted by the State Board of Education. The data definitions are designed to enable schools to furnish contextual or comparative information to assist the public in understanding the information in relation to the performance of other schools. (Ed Code § 33126.1(c) (2))

School districts are not required to use the standardized template but must report data in a manner that is consistent with the data definitions. (Ed Code § 33126.1(j))

A priority of the review when visiting Williams schools is "the accuracy of data reported on the School Accountability Report Card with respect to the availability of sufficient textbooks and instructional materials as defined by Section 60119 and the safety, cleanliness, and adequacy of school facilities, including good repair as required by Sections 17002 (d), 17014, 17032.5, 17070.75, and 17089."

Consequently, the objective is to review the SARC to see if the required elements are included and if the SARC accurately reflects the state of the school.

A review of the school's SARC was compared to the required elements as adopted by the State Board of Education. It also compared the statements under School Facilities, School Facility Conditions, and Curriculum Development and Instructional Materials. ***From the review, it was found the SARC had the required elements and accurately reflected the state of Lincoln Elementary School.***

Teacher Assignment/Misassignment:

Out of an enrollment of 635 students taken on August 28, 2020, the County Office credentials analyst has verified that all 17 teachers hold the appropriate EL authorization, with no vacancies or misassignments. No exceptions were found.

Williams Uniform Complaint Procedure:

In reference to the Uniform Complaint information, the quarterly complaint reports indicate that there have been no complaints filed with the Hanford Elementary School District.

Review and Findings:

Hanford Elementary School District's review found no exceptions related to instructional materials, teacher vacancies and misassignments, and the School Accountability Report Card.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 12/07/2020

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☒ Information
☐ Action

Date you wish to have your item considered: 12/16/2020

ITEM:

Receive for information monthly financial reports for the period of 07/01/2020-11/30/2020.

PURPOSE:

Attached are financial summaries for all of the District's funds for the period of 07/01/2020-11/30/2020.

FISCAL IMPACT:

The financial reports are informational only.

RECOMMENDATIONS:

Receive the monthly financial reports.

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

Fiscal Position Report

November 2020

Page 1 of 13

12/2/2020 3:32:11PM

Fund: 0100 General Fund

		November Amount	YTD Amount	Revised Budget	% of Budget	% Remain
BEGINNING BALANCE						
Net Beginning Balance	9791-9795		\$14,162,587.95	\$14,162,587.95		
REVENUES						
1) LCFF Sources	8010-8099	\$4,485,343.00	\$21,266,270.10	\$61,811,573.00	34.40	65.60
2) Federal Revenues	8100-8299	(\$63,016.00)	\$6,725,366.87	\$11,032,246.59	60.96	39.04
3) Other State Revenues	8300-8599	(\$36,647.46)	\$990,466.16	\$7,349,871.89	13.48	86.52
4) Other Local Revenues	8600-8799	\$166,266.45	\$821,389.76	\$2,596,903.00	31.63	68.37
5) Total, Revenues		\$4,551,945.99	\$29,803,492.89	\$82,790,594.48	36.00	64.00
EXPENDITURES						
1) Certificated Salaries	1000-1999	\$2,801,325.76	\$11,108,201.37	\$31,539,376.00	35.22	64.78
2) Classified Salaries	2000-2999	\$1,013,676.78	\$4,625,372.32	\$12,385,807.00	37.34	62.66
3) Employee Benefits	3000-3999	\$1,515,894.36	\$5,818,017.89	\$20,647,460.00	28.18	71.82
4) Books and Supplies	4000-4999	\$653,141.41	\$1,571,553.27	\$5,503,486.99	28.56	71.44
5) Services, Oth Oper Exp	5000-5999	\$364,968.18	\$2,453,247.06	\$6,768,815.24	36.24	63.76
6) Capital Outlay	6000-6999	\$135,632.86	\$336,681.36	\$2,193,019.72	15.35	84.65
7) Other Outgo(excl. 7300`s)	7100-7499	\$26,241.89	\$335,440.89	\$1,455,163.00	23.05	76.95
8) Direct/Indirect Support	7300-7399	\$0.00	\$0.00	(\$150,000.00)	0.00	100.00
9) Total Expenditures		\$6,510,881.24	\$26,248,514.16	\$80,343,127.95	32.67	67.33
OTHER FINANCING SOURCES/USES						
1) Transfers						
B) Transfers Out	7610-7629	\$184,735.00	\$284,735.00	\$278,000.00	102.42	(2.42)
2) Other Sources/Uses						
A) Sources	8930-8979	\$0.00	\$0.00	\$1,240,000.00	0.00	100.00
3) Contributions	8980-8999	\$0.00	\$0.00	\$0.00	0.00	100.00
4) Total, Other Financing Sources/Uses		(\$184,735.00)	(\$284,735.00)	\$962,000.00	18.76	81.24
NET INCREASE (DECREASE) IN FUND BALANCE		(\$2,143,670.25)	\$3,270,243.73	\$3,409,466.53		
ENDING FUND BALANCE			\$17,432,831.68	\$17,572,054.48		

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

Fiscal Position Report

November 2020

Fund: 0900 Charter Schools Fund

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

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

Fiscal Position Report

November 2020

Page 3 of 13

12/2/2020 3:32:11PM

Fund: 1300 Cafeteria Fund

		November Amount	YTD Amount	Revised Budget	% of Budget	% Remain
BEGINNING BALANCE						
Net Beginning Balance	9791-9795		\$1,508,445.64	\$1,508,445.64		
REVENUES						
2) Federal Revenues	8100-8299	\$267,323.54	\$288,016.66	\$2,454,766.00	11.73	88.27
3) Other State Revenues	8300-8599	\$22,268.32	\$24,053.41	\$166,998.00	14.40	85.60
4) Other Local Revenues	8600-8799	\$67.86	\$4,066.38	\$78,100.00	5.21	94.79
5) Total, Revenues		\$289,659.72	\$316,136.45	\$2,699,864.00	11.71	88.29
EXPENDITURES						
2) Classified Salaries	2000-2999	\$99,170.85	\$436,455.89	\$1,186,093.00	36.80	63.20
3) Employee Benefits	3000-3999	\$39,056.95	\$157,082.07	\$470,638.00	33.38	66.62
4) Books and Supplies	4000-4999	\$73,942.15	\$286,947.56	\$1,369,253.00	20.96	79.04
5) Services, Oth Oper Exp	5000-5999	\$454.99	\$12,933.43	(\$22,548.00)	(57.36)	157.36
6) Capital Outlay	6000-6999	\$0.00	\$0.00	\$0.00	0.00	100.00
8) Direct/Indirect Support	7300-7399	\$0.00	\$0.00	\$150,000.00	0.00	100.00
9) Total Expenditures		\$212,624.94	\$893,418.95	\$3,153,436.00	28.33	71.67
NET INCREASE (DECREASE) IN FUND BALANCE		\$77,034.78	(\$577,282.50)	(\$453,572.00)		
ENDING FUND BALANCE			\$931,163.14	\$1,054,873.64		

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

Fiscal Position Report

November 2020

12/2/2020 3:32:11PM

Fund: 1400 Deferred Maintenance Fund

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

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

Fiscal Position Report

November 2020

12/2/2020 3:32:11PM

Fund: 1500 Pupil Transportation Equip

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

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

Fiscal Position Report

November 2020

12/2/2020 3:32:11PM

Fund: 2000 SPECIAL RESERVE FUND FOR OTHER POSTE

		November Amount	YTD Amount	Revised Budget	% of Budget	% Remain
BEGINNING BALANCE						
Net Beginning Balance	9791-9795		\$6,860,525.75	\$6,860,525.75		
REVENUES						
4) Other Local Revenues	8600-8799	\$0.00	\$22,079.65	\$68,000.00	32.47	67.53
5) Total, Revenues		\$0.00	\$22,079.65	\$68,000.00	32.47	67.53
OTHER FINANCING SOURCES/USES						
1) Transfers						
A) Transfers In	8910-8929	\$184,735.00	\$184,735.00	\$178,000.00	103.78	(3.78)
4) Total, Other Financing Sources/Uses		\$184,735.00	\$184,735.00	\$178,000.00	103.78	(3.78)
NET INCREASE (DECREASE) IN FUND BALANCE		\$184,735.00	\$206,814.65	\$246,000.00		
ENDING FUND BALANCE			\$7,067,340.40	\$7,106,525.75		

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

Fiscal Position Report

November 2020

12/2/2020 3:32:11PM

Fund: 2100 Building Fund-Local

		November Amount	YTD Amount	Revised Budget	% of Budget	% Remain
BEGINNING BALANCE						
Net Beginning Balance	9791-9795		\$2,047.19	\$2,047.19		
REVENUES						
4) Other Local Revenues	8600-8799	\$0.00	\$16.03	\$0.00	0.00	100.00
5) Total, Revenues		\$0.00	\$16.03	\$0.00	0.00	100.00
EXPENDITURES						
6) Capital Outlay	6000-6999	\$10,000.00	\$102.87	\$2,047.19	5.02	94.98
9) Total Expenditures		\$10,000.00	\$102.87	\$2,047.19	5.02	94.98
OTHER FINANCING SOURCES/USES						
1) Transfers						
B) Transfers Out	7610-7629	\$0.00	\$0.00	\$0.00	0.00	100.00
4) Total, Other Financing Sources/Uses		\$0.00	\$0.00	\$0.00	0.00	100.00
NET INCREASE (DECREASE) IN FUND BALANCE						
		<u>(\$10,000.00)</u>	<u>(\$86.84)</u>	<u>(\$2,047.19)</u>		
ENDING FUND BALANCE						
			<u>\$1,960.35</u>	<u>\$0.00</u>		

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

Fiscal Position Report

November 2020

12/2/2020 3:32:11PM

Fund: 2110 Building Funds - Local 1

		November Amount	YTD Amount	Revised Budget	% of Budget	% Remain
BEGINNING BALANCE						
Net Beginning Balance	9791-9795		\$2,192,761.01	\$2,192,761.01		
REVENUES						
4) Other Local Revenues	8600-8799	\$0.00	\$5,925.02	\$30,000.00	19.75	80.25
5) Total, Revenues		\$0.00	\$5,925.02	\$30,000.00	19.75	80.25
EXPENDITURES						
6) Capital Outlay	6000-6999	\$5,463.92	\$23,125.77	\$652,000.00	3.55	96.45
9) Total Expenditures		\$5,463.92	\$23,125.77	\$652,000.00	3.55	96.45
OTHER FINANCING SOURCES/USES						
1) Transfers						
B) Transfers Out	7610-7629	\$550,000.00	\$1,550,000.00	\$1,570,761.01	98.68	1.32
4) Total, Other Financing Sources/Uses		(\$550,000.00)	(\$1,550,000.00)	(\$1,570,761.01)	98.68	1.32
NET INCREASE (DECREASE) IN FUND BALANCE		(\$555,463.92)	(\$1,567,200.75)	(\$2,192,761.01)		
ENDING FUND BALANCE			\$625,560.26	\$0.00		

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

Fiscal Position Report

November 2020

12/2/2020 3:32:11PM

Fund: 2120 Building Funds - Local 2

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

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

Fiscal Position Report

November 2020

12/2/2020 3:32:11PM

Fund: 2500 CapitalFacilities Fund

		November Amount	YTD Amount	Revised Budget	% of Budget	% Remain
BEGINNING BALANCE						
Net Beginning Balance	9791-9795		\$520,178.31	\$520,178.31		
REVENUES						
4) Other Local Revenues	8600-8799	\$38,765.11	\$50,565.34	\$169,000.00	29.92	70.08
5) Total, Revenues		\$38,765.11	\$50,565.34	\$169,000.00	29.92	70.08
EXPENDITURES						
5) Services, Oth Oper Exp	5000-5999	\$4,581.00	\$111,360.00	\$165,000.00	67.49	32.51
9) Total Expenditures		\$4,581.00	\$111,360.00	\$165,000.00	67.49	32.51
OTHER FINANCING SOURCES/USES						
1) Transfers						
B) Transfers Out	7610-7629	\$0.00	\$0.00	\$0.00	0.00	100.00
4) Total, Other Financing Sources/Uses		\$0.00	\$0.00	\$0.00	0.00	100.00
NET INCREASE (DECREASE) IN FUND BALANCE		\$34,184.11	(\$60,794.66)	\$4,000.00		
ENDING FUND BALANCE			\$459,383.65	\$524,178.31		

13 Hanford Elementary School District

Fiscal Year: 2021

Requested by dendo

Fiscal Position Report

November 2020

12/2/2020 3:32:11PM

Fund: 3500 SCHOOL FACILITY PROGRAM

		November Amount	YTD Amount	Revised Budget	% of Budget	% Remain
BEGINNING BALANCE						
Net Beginning Balance	9791-9795		\$1,794,417.57	\$1,794,417.57		
REVENUES						
4) Other Local Revenues	8600-8799	\$0.00	\$4,800.31	\$0.00	0.00	100.00
5) Total, Revenues		\$0.00	\$4,800.31	\$0.00	0.00	100.00
EXPENDITURES						
5) Services, Oth Oper Exp	5000-5999	\$0.00	\$1,180.00	\$0.00	0.00	100.00
6) Capital Outlay	6000-6999	\$482,447.58	\$3,053,203.81	\$8,040,589.88	37.97	62.03
9) Total Expenditures		\$482,447.58	\$3,054,383.81	\$8,040,589.88	37.99	62.01
OTHER FINANCING SOURCES/USES						
1) Transfers						
A) Transfers In	8910-8929	\$602,500.00	\$1,602,500.00	\$6,270,761.01	25.56	74.44
3) Contributions	8980-8999	\$0.00	\$0.00	\$0.00	0.00	100.00
4) Total, Other Financing Sources/Uses		\$602,500.00	\$1,602,500.00	\$6,270,761.01	25.56	74.44
NET INCREASE (DECREASE) IN FUND BALANCE		\$120,052.42	(\$1,447,083.50)	(\$1,769,828.87)		
ENDING FUND BALANCE			\$347,334.07	\$24,588.70		

13 Hanford Elementary School District

Fiscal Year: 2021

Requested by dendo

Fiscal Position Report

November 2020

12/2/2020 3:32:11PM

Fund: 4000 Special Reserve - Capital Outlay

		November Amount	YTD Amount	Revised Budget	% of Budget	% Remain
BEGINNING BALANCE						
Net Beginning Balance	9791-9795		\$1,182,144.91	\$1,182,144.91		
REVENUES						
4) Other Local Revenues	8600-8799	\$0.00	\$3,806.21	\$12,000.00	31.72	68.28
5) Total, Revenues		\$0.00	\$3,806.21	\$12,000.00	31.72	68.28
EXPENDITURES						
6) Capital Outlay	6000-6999	\$0.00	\$0.00	\$1,611.00	0.00	100.00
9) Total Expenditures		\$0.00	\$0.00	\$1,611.00	0.00	100.00
OTHER FINANCING SOURCES/USES						
1) Transfers						
B) Transfers Out	7610-7629	\$52,500.00	\$52,500.00	\$0.00	0.00	100.00
4) Total, Other Financing Sources/Uses		(\$52,500.00)	(\$52,500.00)	\$0.00	0.00	100.00
NET INCREASE (DECREASE) IN FUND BALANCE		(\$52,500.00)	(\$48,693.79)	\$10,389.00		
ENDING FUND BALANCE			\$1,133,451.12	\$1,192,533.91		

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

Fiscal Position Report

November 2020

12/2/2020 3:32:11PM

Fund: 6720 Self-Insurance/Other

		November Amount	YTD Amount	Revised Budget	% of Budget	% Remain
BEGINNING BALANCE						
Net Beginning Balance	9791-9795		\$589,055.53	\$589,055.53		
REVENUES						
4) Other Local Revenues	8600-8799	\$3,662.49	\$160,248.14	\$753,000.00	21.28	78.72
5) Total, Revenues		\$3,662.49	\$160,248.14	\$753,000.00	21.28	78.72
EXPENDITURES						
5) Services, Oth Oper Exp	5000-5999	(\$30,899.61)	\$195,860.77	\$749,000.00	26.15	73.85
9) Total Expenditures		(\$30,899.61)	\$195,860.77	\$749,000.00	26.15	73.85
NET INCREASE (DECREASE) IN FUND BALANCE		\$34,562.10	(\$35,612.63)	\$4,000.00		
ENDING FUND BALANCE			\$553,442.90	\$593,055.53		

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 12/07/2020

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☒ Information
☐ Action

Date you wish to have your item considered: 12/16/2020

ITEM:

Receive for information the details of the Classified Employee Summer Assistance Program.

PURPOSE:

The Classified School Employee Summer Assistance Program (Program) is being continued for the 2020-21 State Budget to provide wages to certain classified employees during the summer months following the 2021-22 school year. The state has budgeted \$60 million statewide to provide matching funds (up to 10% but prorated based on statewide participation) to employees that meet the following characteristics:

- Have been employed with the District for at least one year at the time the classified employee elects to participate (deadline March 1, 2021).
- Be employed by the District for 11 months or less per fiscal year.
- Annual pay received directly from the LEA that is not more than \$62,400 for an entire school year at the time of enrollment (excluding extra duty pay).

The timeline for the program is as follows:

- By January 1, 2021— The District needs to irrevocably notify classified employees whether the LEA plans to participate in the Program for the 2021-22 school year.
- By March 1, 2021—a classified employee shall notify the LEA, on a form provided by the California Department of Education (CDE), that he or she wishes to participate in the Program for the 2021-22 school year and indicate how much to withhold from his or her monthly paycheck (not more than 10%).
- By April 1, 2021—a participating LEA must notify the CDE that it has elected to participate in the Program, to specify the number of classified employees that have elected to participate, and to report the total estimated amount to be withheld from participating employee paychecks.

- By May 1, 2021—the CDE shall notify participating LEAs of the estimated amount of state match funding that a participating classified employee can expect to receive (if there is more interest than resources, the match may be less than \$1 for \$1).
- By June 1, 2021—LEAs shall notify participating classified employees the amount of estimated state match funds that a participating classified employee can expect to receive.
- July 1, 2021- June 30, 2022—LEAs withhold employee's pay as elected.
- July 31, 2022—LEAs request payment from CDE.
- Summer 2022—LEAs pay employees withheld wages and available state match.
- August 30, 2022—CDE apportions funds to LEAs.

Employees then have an opportunity to withdraw from the program or reduce their withholdings by notifying their employer no later than 30 days after the beginning of the school year.

FISCAL IMPACT:

The District would be responsible for the administration and any payroll taxes (9.62% for 20-21 but rates would be based on 22-23 rates) on the state matching funds based on employee participation.

In July/August of 2020, the District received and distributed \$138,710 at a cost to the District of \$13,344 in payroll benefits.

RECOMMENDATIONS:

Receive the details of the Classified Employee Summer Assistance Program.

HANFORD ELEMENTARY SCHOOL DISTRICT

Agenda Request Form

TO: Joy C. Gabler

FROM: Gerry Mulligan *GM*

DATE: December 07, 2020

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☒ Information
☐ Action

Date you wish to have your item considered: December 16, 2020

ITEM:

Receive for information the Notice of Completion for Washington and Lincoln Modernization Project.

PURPOSE:

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

FISCAL IMPACT:

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

RECOMMENDATION:

None.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy Gabler

FROM: Doug Carlton

DATE: November 23, 2020

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☒ Information
☐ Action

Date you wish to have your item considered: December 16, 2020

ITEM:

Receive the following for information:

Delete BP 1312.3

Delete AR 1312.3

New BP 1312.3

New UCP Annual Notice

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

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

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

FISCAL IMPACT: None**RECOMMENDATIONS:** Receive BP, AR 1312.3 and the UCP Annual Notice for Information

Hanford ESD

Board Policy

Uniform Complaint Procedures

~~BP 1312.3-~~

~~Community Relations~~

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

~~Complaints Subject to UCP~~

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

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

~~(cf. 3553—Free and Reduced Price Meals)
(cf. 3555—Nutrition Program Compliance)
(cf. 5131.62—Tobacco)
(cf. 5148—Child Care and Development)
(cf. 5148.2—Before/After School Programs)
(cf. 5148.3—Preschool/Early Childhood Education)
(cf. 6159—Individualized Education Program)
(cf. 6171—Title I Programs)
(cf. 6174—Education for English Learners)
(cf. 6175—Migrant Education Program)
(cf. 6178—Career Technical Education)
(cf. 6178.1—Work-Based Learning)
(cf. 6178.2—Regional Occupational Center/Program)
(cf. 6200—Adult Education)~~

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

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

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

~~(cf. 5145.7 — Sexual Harassment)~~

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

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

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

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

~~(cf. 3260 — Fees and Charges)~~

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

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

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

~~(cf. 3100 — Budget)~~

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

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

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

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

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

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

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

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

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

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

~~(cf. 6152—Class Assignment)~~

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

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

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

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

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

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

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

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

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

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

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

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

~~(cf. 3580—District Records)~~

~~Non-UCP Complaints~~

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

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

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

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

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

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

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

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

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

Legal Reference:

EDUCATION CODE

~~200-262.4—Prohibition of discrimination~~

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

~~8500-8538—Adult basic education~~

~~18100-18203—School libraries~~

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

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

~~35186—Williams uniform complaint procedures~~

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

~~46015—Parental leave for students~~

~~48853-48853.5—Foster youth~~

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

~~49010-49014—Student fees~~

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

~~49069.5—Records of foster youth~~

~~49490-49590—Child nutrition programs~~

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

~~51210—Courses of study grades 1-6~~

~~51223—Physical education, elementary schools~~

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

~~51226-51226.1—Career technical education~~

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

~~52060-52077—Local control and accountability plan, especially:~~
~~52075—Complaint for lack of compliance with local control and accountability plan requirements~~
~~52160-52178—Bilingual education programs~~
~~52300-52462—Career technical education~~
~~52500-52616.24—Adult schools~~
~~54000-54029—Economic Impact Aid~~
~~54400-54425—Compensatory education programs~~
~~54440-54445—Migrant education~~
~~54460-54529—Compensatory education programs~~
~~56000-56865—Special education programs~~
~~59000-59300—Special schools and centers~~
~~64000-64001—Consolidated application process; school plan for student achievement~~
~~65000-65001—School site councils~~
~~GOVERNMENT CODE~~
~~11135—Nondiscrimination in programs or activities funded by state~~
~~12900-12996—Fair Employment and Housing Act~~
~~HEALTH AND SAFETY CODE~~
~~1596.792—California Child Day Care Act; general provisions and definitions~~
~~1596.7925—California Child Day Care Act; health and safety regulations~~
~~104420—Tobacco Use Prevention Education~~
~~PENAL CODE~~
~~422.55—Hate crime; definition~~
~~422.6—Interference with constitutional right or privilege~~
~~CODE OF REGULATIONS, TITLE 2~~
~~11023—Harassment and discrimination prevention and correction~~
~~CODE OF REGULATIONS, TITLE 5~~
~~3080—Applicability of uniform complaint procedures to complaints regarding students with disabilities~~
~~4600-4670—Uniform complaint procedures~~
~~4680-4687—Williams uniform complaint procedures~~
~~4900-4965—Nondiscrimination in elementary and secondary education programs~~
~~UNITED STATES CODE, TITLE 20~~
~~1221—Application of laws~~
~~1232g—Family Educational Rights and Privacy Act~~
~~1681-1688—Title IX of the Education Amendments of 1972~~
~~6301-6576—Title I Improving the Academic Achievement of the Disadvantaged~~
~~6801-7014—Title III language instruction for limited English proficient and immigrant students~~
~~UNITED STATES CODE, TITLE 29~~
~~794—Section 504 of Rehabilitation Act of 1973~~
~~UNITED STATES CODE, TITLE 42~~
~~2000d-2000e-17—Title VI and Title VII Civil Rights Act of 1964, as amended~~
~~2000h-2-2000h-6—Title IX of the Civil Rights Act of 1964~~
~~6101-6107—Age Discrimination Act of 1975~~
~~12101-12213—Title II equal opportunity for individuals with disabilities~~
~~CODE OF FEDERAL REGULATIONS, TITLE 28~~

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

Management Resources:

~~CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS~~

~~Sample UCP Board Policies and Procedures~~

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

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

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

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

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

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

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

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

WEB SITES

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

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

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

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

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

Policy HANFORD ELEMENTARY SCHOOL DISTRICT

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

~~revised: April 5, 2006~~

~~revised: January 23, 2013~~

~~revised: October 23, 2013~~

~~revised: March 25, 2015~~

~~revised: March 9, 2016~~

~~revised: June 22, 2016~~

~~revised: May 22, 2019~~

~~revised: December 18, 2019~~

Hanford ESD

Administrative Regulation

Uniform Complaint Procedures

~~AR 1312.3–~~ **Community Relations**

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

~~(cf. 1312.1 – Complaints Concerning District Employees)
(cf. 1312.2 – Complaints Concerning Instructional Materials)
(cf. 1312.4 – Williams Uniform Complaint Procedures)
(cf. 4030 – Nondiscrimination in Employment)~~

Compliance Officers

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

~~(cf. 5145.3 – Nondiscrimination/Harassment)
(cf. 5145.7 – Sexual Harassment)~~

~~Superintendent
P.O. Box 1067
Hanford, CA 93230
(559) 585-3600~~

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

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

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

~~(cf. 4331—Staff Development)~~

~~(cf. 9124—Attorney)~~

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

Notifications

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

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

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

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

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

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

~~The notice shall include:~~

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

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

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

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

~~(cf. 3260—Fees and Charges)~~

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

~~Filing of Complaints~~

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

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

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

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

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

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

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

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

~~Investigation of Complaint~~

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

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

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

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

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

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

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

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

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

~~Final Written Decision~~

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

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

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

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

~~3. Disposition of the complaint~~

~~4. Rationale for such disposition~~

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

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

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

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

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

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

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

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

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

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

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

~~Corrective Actions~~

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

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

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

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

- ~~1. — Counseling~~

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

- ~~2. — Academic support~~

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

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

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

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

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

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

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

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

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

~~Appeals to the California Department of Education~~

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

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

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

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

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

~~covered by the decision~~

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

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

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

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

~~Regulation — HANFORD ELEMENTARY SCHOOL DISTRICT~~

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

~~revised: May 16, 2001~~

~~revised: April 5, 2006~~

~~revised: January 23, 2013~~

~~revised: October 23, 2013~~

~~revised: March 25, 2015~~

~~revised: March 9, 2016~~

~~revised: June 22, 2016~~

~~revised: December 18, 2019~~

Hanford ESD Board Policy

Uniform Complaint Procedures

BP 1312.3
Community Relations

Hanford Elementary School District

714 N White St

Hanford CA 93230

559-585-3600

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

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

Uniform Complaint Procedures (UCP)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Responsibilities of *The District*

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

The UCP Annual Notice

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

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

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

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

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

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

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

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

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

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

Investigating UCP Complaints

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

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

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

We ensure that complainants are protected from retaliation.

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

UCP Complaint Resolution

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

This Investigation Report will contain the following elements:

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

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

UCP Complaint Appeal Process

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

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

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

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

All complaints and responses are public records.

Legal References

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

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

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

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

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

California Penal Code [PC] Section 422.55, 11166

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

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

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

**Uniform Complaint Procedures (UCP) Annual Notice
2020-2021**

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

The UCP Annual Notice is available on our website.

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

Programs and Activities Subject to the UCP

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

or more of these actual or perceived characteristics, in any program or activity conducted by an educational institution, as defined in Section 210.3, that is funded directly by, or that receives or benefits from, any state financial assistance.

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

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

- Accommodations for Pregnant and Parenting Pupils
- After School Education and Safety
- Child care and development programs
- Compensatory Education
- Consolidated categorical aid programs
- Discrimination, harassment, intimidation, or bullying against any protected group as identified under *Education Code (EC)* sections 200 and 220 and *Government Code* Section 11135, including any actual or perceived characteristic as set forth in *Penal Code* Section 422.55, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, in any program or activity conducted by an educational institution, as defined in *EC* Section 210.3, that is funded directly by, or that receives or benefits from, any state financial assistance.
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- School Plans for Student Achievement
- School Safety Plans
- Schoolsite Councils

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

Filing a UCP Complaint

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

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

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

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

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

Responsibilities of the *Hanford Elementary School District*

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

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

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

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

Contact Information

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

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

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

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy Gabler

FROM: Doug Carlton

DATE: November 23, 2020

For: ☒ Board Meeting
☐ Superintendent's Cabinet

For: ☐ Information
☒ Action

Date you wish to have your item considered: December 16, 2020

ITEM: Consider for approval, the 2020-2021 School Plans for Student Achievement.

PURPOSE: Each school has carefully and thoroughly followed the planning process. School site councils have approved the 2020-2021 school plans. Planning amounts are based on estimated allocations and carryover from the prior school year.

The school plans include funding from Title I Part A and LCFF


Fiscal Impact:

School	Title I Funds	LCFF Funds	Coronavirus Relief Funds	Total School Plan Func
Hamilton Elementary	\$ 88,194	\$ 13,122	\$ 12,000	\$ 113,316
Hanford CDS	\$ 2,778	\$ 1,107,217	\$ -	\$ 1,109,995
Jefferson	\$ 57,074	\$ 8,737	\$ 12,000	\$ 77,811
Kennedy Jr. High	\$ 113,126	\$ 16,630	\$ 12,000	\$ 141,756
King Elementary	\$ 118,385	\$ 17,912	\$ 12,000	\$ 148,297
Lincoln Elementary	\$ 89,757	\$ 13,155	\$ 12,000	\$ 114,912
Monroe Elementary	\$ 128,752	\$ 18,789	\$ 12,000	\$ 159,541
Richmond Elementary	\$ 91,699	\$ 13,661	\$ 12,000	\$ 117,360
Roosevelt Elementary	\$ 111,263	\$ 16,562	\$ 12,000	\$ 139,825
Simas Elementary	\$ 72,245	\$ 10,761	\$ 12,000	\$ 95,006
Washington Elementary	\$ 97,710	\$ 14,471	\$ 12,000	\$ 124,181
Wilson Jr. High	\$ 108,042	\$ 15,820	\$ 12,000	\$ 135,862
Total	\$ 1,079,025	\$ 1,266,837	\$ 132,000	\$ 2,477,862

RECOMMENDATION: Approve the 2020-2021 School Plans

HANFORD ELEMENTARY SCHOOL DISTRICT
Human Resources Department
AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Jaime Martinez 

DATE: December 7, 2020

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

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **December 16, 2020**

ITEM: Consider approval of personnel transactions and related matters.

PURPOSE:

a. Employment

Classified Management

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

Certificated

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

Certificated Short-term Employment to Assist with Reopening

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

Classified

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

Temporary Employees/Substitutes

- Maira Apodaca, Short-term Yard Supervisor – 1.0 hr., King, effective 11/2/20 to 12/18/20
- Tania Garcia, Short-term Bus Driver – 4.5 hrs., Transportation/DSF, effective 11/13/20 to 1/29/21

Temporary Employees/Substitutes (cont.)

- Maria Ibarra Gomez, Substitute Yard Supervisor, effective 11/4/20; Short-term Yard Supervisor – 3.0 hrs., Monroe, effective 11/4/20 to 12/18/20
- Evette Gonzalez, Short-term Food Service Worker I – 3.0 hrs., Simas, effective 11/19/20 to 12/18/20
- Jeri Higdon, Short-term Classified Personnel Manager, Human Resources, effective 1/4/20 to 6/30/21
- Brooke King, Short-term Student Specialist – 8.0 hrs., Monroe, effective 11/30/20 to 12/18/20
- Isabel Amado Leal, Substitute READY Program Tutor, Translator: Oral Interpreter and Written Translator, effective 10/26/20
- Guadalupe Lopez, Short-term Yard Supervisor – 1.0 hr., Jefferson, effective 11/9/20 to 12/18/20
- Hollie Maroon, Short-term Yard Supervisor – 3.5 hrs., Simas, effective 11/16/20 to 12/18/20
- Audussie Martinez, Short-term Yard Supervisor – 3.0 hrs., Roosevelt, effective 11/9/20 to 12/18/20
- Jirazel Meza, Short-term Yard Supervisor – 1.0 hr., Monroe, effective 11/4/20 to 12/18/20
- Violeta Naranjo, Short-term Yard Supervisor – 3.5 hrs., Roosevelt, effective 11/9/20 to 12/18/20
- Audrey Navarro, Short-term Yard Supervisor – 3.5 hrs., Simas, effective 11/16/20 to 12/18/20
- Olga Ramirez, Short-term Yard Supervisor – 2.5 hrs., Washington, effective 11/4/20 to 12/18/20
- Laura Terrazas, Substitute Licensed Vocational Nurse, effective 11/2/20
- Sarai Villaseñor, Short-term Bilingual Clerk Typist II – 8.0 hrs., Roosevelt, effective 11/9/20 to 12/18/20
- Sandra Virden, Short-term Yard Supervisor – 3.25 hrs., Lincoln, effective 11/2/20 to 12/18/20

b. Resignations

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

c. Promotion/Transfer/More Hours

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

d. Temporary Out of Class Assignment

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

e. Administrative Transfers

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

f. Return from Unpaid Leave of Absence

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

g. Staff Changes Resulting from Reopening

Effective 11/9/20 for TK/K/1st grade changes

Effective 11/16/20 for 2nd, 3rd grade changes

Effective 11/30/20 for 4th – 8th grade changes

Temporary In-Person Combination Class Assignments

Alicia Arthur from Roosevelt K to Roosevelt T-K/K

Rhonda Ieronimo from Monroe T-K to Monroe T-K/K

Patricia Rodriguez from Simas K to Simas T-K/K

Tracy Ryan from Hamilton T-K to Hamilton T-K/K

Amanda Sewell from MLK T-K to MLK T-K/K

Temporary Involuntary Transfer

Nicole Cartledge from Washington 3rd to Washington 2nd

Omar Fierro from CDS 4th-6th to Roosevelt 6th

Erin Franklin from Washington 5th to Richmond 5th

Greg Kelley from Wilson PE to JFK 7th ELA/Social Studies

Rosemary Lerma from Lincoln K to Lincoln 3rd

Karina Ramirez-Padilla from MLK 3rd to Jefferson 3rd

Oz Vasquez from CDS 7th/8th to Jefferson 6th

Temporary Reassignment

Danielle Darpli from Instructional Coach to JFK 8th ELA/Social Studies

Sara DeCuir from Instructional Coach to Roosevelt 5th

Joann Graham from Instructional Coach to Washington 6th Distance Learning

Nicky Nash from Instructional Coach to MLK 5th

Peggy Noble from Instructional Coach to Lincoln 4th

Sonia Velo from Instructional Coach to Simas 2nd

Temporary Distance Learning Assignments

Juana Aguilar from Jefferson 2nd to Washington 4th Distance Learning

Alicia Aleixo from Simas T-K to Simas T-K/K Distance Learning

Raechelle Berna JFK 8th ELA/Social Studies to JFK 8th ELA/Social Studies Distance Learning

Joe Britton from MLK 6th to MLK 6th Distance Learning

Josefa Bustos Pelayo from Jefferson 6th to Jefferson 5th/6th grade Distance Learning

Temporary Distance Learning Assignments (continued)

Kelsey Cantrell from Lincoln 2nd to Lincoln 2nd Distance Learning

Gina Carinalli-Barnes from Richmond 4th to Richmond 4th Distance Learning

Kathaleen Carri JFK 8th ELA/Social Studies to JFK 8th ELA/Social Studies
Distance Learning

Timerie Correia from MLK 2nd to MLK 2nd Distance Learning

Carrie Cortinas Wilson 7th ELA/Social Studies to Wilson 7th ELA/Social Studies
Distance Learning

Kathryn Coz from Roosevelt 6th to Roosevelt 6th Distance Learning

Katelyn Cruse from Roosevelt 5th to Roosevelt 5th Distance Learning

Ariela Dzerigian from MLK K to MLK K Distance Learning

Graciela Garcia from JFK 7th Math/Science to JFK 7th Math/Science Distance
Learning

Kaye Garrison from Monroe 4th to Monroe 4th Distance Learning

Olivia Gonsalves from Hamilton 3rd to Hamilton 2nd/3rd Distance Learning

Jessica Gonzales from Monroe 3rd to Monroe 3rd Distance Learning

Nicholas Grillias from Hamilton 5th to Hamilton 5th Distance Learning

Jennifer Henderson from Richmond K to Richmond K Distance Learning

Katie Heugly from Roosevelt T-K/K to Roosevelt T-K/K Distance Learning

Linda Hickey from Hamilton K to Hamilton T-K/K Distance Learning

Jaqueline Huerta from MLK K to MLK T-K/K Distance Learning

Bailey Jeffus from Monroe 1st to Monroe 1st Distance Learning

Diana Kelly from Washington K to Washington 1st Distance Learning

Maureen Kuiper from Hamilton 6th to Hamilton 5th/6th Distance Learning

Graciela Magallon JFK 7th ELA/Social Studies to JFK 7th ELA/Social Studies
Distance Learning

Annise Magpayo from Roosevelt 3rd to Roosevelt 3rd Distance Learning

Andrew Martinez from Richmond 1st to Richmond 1st Distance Learning

Eileen Martinez-Bedolla from Roosevelt 1st to Roosevelt 1st Distance Learning

Elizabeth Mederos from Simas 5th to Simas 4th/5th Distance Learning

Audree Mercado from Monroe 2nd to Monroe 2nd Distance Learning

Allison Minick from Simas 2nd to Simas 2nd Distance Learning

Christine Mizer from Roosevelt 2nd to Roosevelt 2nd Distance Learning

Travis Paden Wilson 8th Math/Science to Wilson 8th Math/Science Distance
Learning

Stephanie Parks from JFK 7th ELA/Social Studies to JFK 7th ELA/Social Studies
Distance Learning

Ashley Perico from MLK 5th to Richmond 6th Distance Learning

Maricely Pimentel from JFK 7th Math/Science to JFK 7th Math/Science Distance
Learning

Ashley Pond from Lincoln 3rd to Lincoln 3rd Distance Learning

John Porras from MLK 3rd to MLK 3rd Distance Learning

Veronica Reynoso from Jefferson 3rd to MLK 4th Distance Learning

Jaimie Richmond from Richmond 5th to Richmond 5th Distance Learning

Lana Sandoval JFK 8th Math/Science to JFK 8th Math/Science Distance
Learning

Temporary Distance Learning Assignments - Continued

Dana Silva from Simas 3rd to Simas 3rd Distance Learning

Pauline Strambi Wilson 7th Math/Science to Wilson 7th Math/Science Distance Learning

Mario Tafolla from Monroe K to Monroe K Distance Learning

Kelly Taggert from Hamilton 1st to Hamilton 1st Distance Learning

Craig Vidal from Richmond 3rd to Richmond 3rd Distance Learning

Raquel Villarino from MLK 5th to MLK 5th Distance Learning

Takeya Washington from MLK 1st to MLK 1st Distance Learning

Becky Wells from Lincoln 4th to Lincoln 4th Distance Learning

Paolo Wheaton Wilson 8th ELA/Social Studies to Wilson 8th ELA/Social Studies Distance Learning

Gaosang Xiong JFK 8th Math/Science to JFK 8th Math/Science Distance Learning

i. Provisional Internship Permit (PIP)

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

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

RECOMMENDATION: Approve.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 12/07/2020

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 12/16/2020

ITEM:

Consider adoption of Resolution #17-21, which allows the District to apply for funding for the electric vehicle charging stations through the Charge Up! Program administered by the San Joaquin Valley Air Pollution Control District.

PURPOSE:

The San Joaquin Valley Air Pollution Control District is currently accepting applications for its Charge Up! Program. This program provides funding for public agencies and businesses in the Valley to install electric vehicle (EV) chargers for public access. These chargers will support existing EV owners and encourage the growth of the clean technology in the valley.

FISCAL IMPACT:

There will be upfront costs associated with the installation cost of the charging stations with approximately half being reimbursed by the San Joaquin Air Pollution Control District. The funding amount depends on the number of stations that are proposed with the funding being capped at \$5,000/single cable charging station.

RECOMMENDATIONS:

Adopt Resolution# 17-21, which allows the District to apply for funding for the electric vehicle charging stations through the Charge Up! Program administered by the San Joaquin Valley Air Pollution Control District.

RESOLUTION# 17-21
Hanford Elementary School District
Charge Up! Program

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

WHEREAS, the health and safety of our students is vital to their education and wellness; and

WHEREAS, use of electric vehicles improve air quality and the installation of public access electric vehicle charging stations promotes the use of clean air alternative-fuel technologies and the use of low- or zero-emission vehicles; and

WHEREAS, the San Joaquin Valley Air Pollution Control District (SJVAPCD) is currently accepting applications from stakeholders located within the boundaries of the SJVAPCD requesting funding for the purchase of electric vehicle chargers, eligible installation costs, and necessary signage; and

WHEREAS, the Hanford Elementary School District Board authorizes the submittal of the applications for the Charge Up! Program.

NOW, THEREFORE, BE IT RESOLVED that effective the 16th day of December, 2020 that the Hanford Elementary School District appoints Hanford Elementary School District Chief Business Official, David Endo the contract signing authority, as the duly authorized official to make financial decisions and the individual authorized to implement the Charge Up! Program.

I HEREBY CERTIFY THAT THE FOREGOING RESOLUTION was duly passed and adopted this 16th day of December, 2020.

Ayes:

Noes:

Absent:

Board President

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 12/07/2020

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 12/16/2020

ITEM:

Consider the certification of signatures.

PURPOSE:

The certification of signatures authorizes the listed individuals to sign on the District's behalf.

FISCAL IMPACT:

None.

RECOMMENDATIONS:

Certify the signatures for the Hanford Elementary School District.

HANFORD ELEMENTARY SCHOOL DISTRICT CERTIFICATION OF SIGNATURES

As Clerk/Secretary to the governing board of the above named school district, I certify that the signatures shown below in Column 1 are the verified signatures of the members of the governing board. I certify that the signatures as shown in Column 2 are the verified signatures of the person or persons authorized to sign Notices of Employment, Contracts, and Orders drawn on the funds of the school district. These certifications are made in accordance with the provisions of Education Code Sections 42632, 42633 and 44843. If persons authorized to sign orders as shown in Column 2 are unable to do so, the law requires the signatures of the majority of the governing board.

These approved signatures are valid for the period of: D e c e m b e r 16, 2020 to the annual reorganization meeting in December 2021 in accordance with governing board approval dated December 16, 2020.

Signature: _____
Clerk/Secretary of the Board

Column 1

Signatures of Members of Governing Board:

Signature _____
Type Name _____
President of the Board of Trustees

Signature _____
Type Name _____
Vice President of the Board of Trustees

Signature _____
Type Name _____
Clerk of the Board of Trustees

Signature _____
Type Name _____
Member of the Board of Trustees

Signature _____
Type Name _____
Member of the Board of Trustees

Column 2

Signatures of Personnel authorized to sign Warrants, Orders for Payment, Notices of Employment and Contracts:

Signature _____
Type Name _____
Title Joy Gabler
Superintendent

Signature _____
Type Name _____
Title David Endo
Chief Business Official

Signature _____
Type Name _____
Title Jaime Martinez
Asst. Supt., Human Resources

Signature _____
Type Name _____
Title Jill Rubalcava
Asst. Supt., Curriculum, Instruction &
Professional Development

*Signature _____
Type Name _____
Title Anneliese Roa
Program Manager, Food Services

**Signature _____
Type Name _____
Title David Goldsmith
Chief Technology Officer

***Signature _____
Type Name _____
Title William Potter
Director of Facilities and Operation

Number of Signatures Required (*Ed Code Sections 42632; 42633; 44843*)

On Orders of Payment	1
On Notice of Employment	1
On Contracts	1

* The signature of the Program Manager, Food Services is restricted to the following areas: Food Service checks and all reports applicable to the daily Food Service operation including, but not limited to, the Commodity Processing Agreements.

** The signature of the Chief Technology Officer is restricted to the following areas: Technology related agreements.

***The signature of the Director of Facilities is restricted to the following areas: Construction change orders and Department of State Architect (DSA) forms

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 12/07/2020

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 12/16/2020

ITEM:

Consider ratification of the renewal of services and memorandum of understanding with the Super Co-op.

PURPOSE:

The Food Services department utilize purchasing Cooperatives to access better prices by combining the bids of several districts in an attempt to lower the unit price due to the volume. This a renewal of such an arrangement with the Super Co-op.

FISCAL IMPACT:

There should be saving associated with the volume purchasing arrangement.

RECOMMENDATIONS:

Ratify the renewal of services and memorandum of understanding with the Super Co-op.

**SY2021-22 Annual Renewal of Services
Super Co-Op
A California USDA Foods Cooperative**



Member District: _____

Please check (✓) your response:

	We plan to CONTINUE membership with Super Co-Op for SY2021-22.
	We do NOT plan to continue membership with Super Co-Op for SY2021-22. What alternate USDA Foods delivery method do you plan to use? _____

San Mateo-Foster City School District is the Lead Agency of the Super Co-Op and hereby given authority to contract for USDA Foods and related services on behalf of Member Districts.

The parties agree as follows:

1. Both parties must remain eligible Recipient Agencies for receipt of United States Department of Agriculture (USDA) donated commodity foods (USDA Foods) as determined by the California Department of Education (CDE), Nutrition Services Division.
2. Through this written agreement, the Lead Agency is assigned control of the Member District's fair share of USDA Foods entitlement for SY2021-22. The Lead Agency is responsible for ordering, receiving, storing, and distribution of Direct Delivery USDA Foods on behalf of the Member District.
3. Lead Agency is responsible to maintain an inventory management system for all USDA Foods Direct Delivery items received and stored on behalf of the Member District. The Member District is responsible to maintain an inventory management system for all USDA Foods Direct Delivery or processed items after delivery to the Member District.
4. Both parties are responsible for compliance with USDA and the CDE, Nutrition Services Division policies and regulations.
5. SY2021-22 Fees:
 Membership Fees are paid by Member District directly to the Lead Agency, billed in July 2021.
 Annual Renewal Fee beginning the 2nd year of membership shall be 0.3% of the current year USDA Foods estimated entitlement on July 1.
 State Administrative Fee of \$0.90 per case/unit of USDA Foods direct delivery (brown box) and diverted to processors.
 Delivery fees as per member district selected distributors.
 All fees are subject to change, as approved by the Super Co-Op Governing Council.
 Member District agrees to remit all Super Co-Op fees promptly upon receipt of invoice.
6. Member District agrees to abide by the current Super Co-Op Governing Rules, Brown Box Storage Policy, and other rules or policies as approved by the Governing Council.

7. Member District acknowledges that Super Co-Op is currently in the process of changing its legal entity status, potentially to a joint powers authority. Should Super Co-Op legal entity status change for any reason whatsoever during the duration of this renewal of services agreement, the agreement may be assumed by the successor joint powers authority or other legal entity and the terms of the renewal will be fulfilled for the duration of the contract period by that entity.
8. Should a loss of USDA Foods being held for the Member District occur, due to/ but not limited to theft, spoilage, etc., the Lead Agency is responsible to the CDE, Nutrition Services Division and/or the USDA for the Fair Market Value of that food item(s). Both the Member District and Lead Agency shall be responsible to maintain insurance coverage or contract provisions for insurance coverage with third party vendors that move or house USDA Foods at the fair market value.
9. Member District shall respond to pre-planners and offerings promptly.
10. Member District shall read all correspondence from the Super Co-Op and respond promptly as indicated.
11. Member District shall maintain accurate contact information with the Super Co-Op to assure proper routing of invoices and correspondence.
12. Member District agrees to complete the annual Food Distribution Program Annual Commodity Contract Packet in CNIPs when notified by the California Department of Education, typically in June of each year.
13. Member District agrees to verify Value Pass Through (VPT) for all processed USDA Foods purchased and monitor entitlement balance ensuring that processed product is reported correctly by distributors or processors. Discrepancies shall be addressed promptly with USDA Foods distributor and/or processor.
14. In the event of a change in Lead Agency, this Agreement shall convey to the new Agency.
15. Termination of the Assignment of USDA Foods shall be made in writing to the Lead Agency no later than December 10 to take effect the following June 30.
16. Provide current contact information for three (3) individuals at your district/agency:

Nutrition Services Director	
Name	
Title	
Telephone	
Email	

Accounts Payable Contact	
Name	
Title	
Telephone	
Email	

Additional Contact for USDA Foods management	
Name	
Title	
Telephone	
Email	

17. Each individual executing this Annual Renewal of Services on behalf of Member District represents, for the benefit of Lead Agency, that he or she is duly authorized to execute and deliver this Annual Renewal of Services on behalf of Member District.
18. Lead Agency and Member District acknowledge that this Annual Renewal of Services is subject to approval by the Member District's Board and this Annual Renewal of Services shall not be effective until after the Member District's Board approves this Annual Renewal of Services.

By signing this, I certify that I am an authorized representative of the Member District and agree to adhere to the terms specified herein.

My execution of this Annual Renewal of Services was approved by the Member District's Board of Education at a duly called and noticed Regular Board Meeting on _____, 20__.

Member District	
Signature	
Print Name	
Title	
Date	

Lead Agency	San Mateo-Foster City School District
Signature	
Print Name	Andrew Soliz
Title	Director Child Nutrition Services
Date	

Return signed copy by December 1, 2020 to Andrew Soliz at the Lead Agency. A signed copy will be returned to you.

Andrew Soliz
 asoliz@smfc.k12.ca.us
 San Mateo-Foster City School District
 1170 Chess Drive, Foster City, CA 94404
 Phone (650) 312-1968

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 12/07/2020

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 12/16/2020

ITEM:

Consider approval of OMNI services agreement.

PURPOSE:

The District is proposing to change Third Party Administrators of its 403(b) and 457(b) retirement plans. Since all the school districts in the county utilize the same TPA, all of the Districts have been involved in the vetting of OMNI through presentations, interviews and reference checks. The results of which were the recommendation of switching vendors to OMNI.

The services agreement is attached for consideration.

FISCAL IMPACT:

There is anticipated savings amounting to approximately \$2,000 annually.

RECOMMENDATIONS:

Approve the OMNI services agreement.

Implementation Checklist

Employer Name: _____

Total # Employees: _____ **# Actively Contributing:** _____

Start Date: _____ **Conference Call (Date & Time):** _____

REQUIRED START-UP DOCUMENTATION

☐ Services Agreement: 403b ☐ 457 ☐

☐ Authorization of Agency

☐ Salary Reduction Agreement (SRA) Waiver

☐ Contact List

☐ Initial Data File (forward via secure email only)

☐ Plan Document(s): 403b ☐ 457 ☐
Including Adoption Agreement PLAN RESTATEMENT

☐ Vendor List w/ "Remit To" Addresses

☐ Payroll Schedule (please include name of payroll software)

Services Agreement

This services agreement is entered into on _____, 20____ by Hanford Elementary School District, [address] 714 N. White Street, PO Box 1067, Hanford, CA ("Employer"), and the Omni Financial Group, Inc., 220 Alexander Street Suite 400 Rochester, New York 14607, ("OMNI").

WHEREAS, Employer sponsors certain retirement plans as specified in the attached Schedule (Plan) and whereas OMNI provides administration services for such plans, the parties agree for OMNI to act as third party administrator for the Plan in accordance with the following provisions.

1. OMNI'S SERVICES

- a) Assistance and training necessary to implement OMNI's services for the Plan.
- b) An OMNI compliance specialist and remittance specialist designated to personally service the Plan.
- c) Call center services to address any plan inquiries.
- d) Plan contribution limit calculation and monitoring.
- e) Maintain records of all transactions processed by OMNI and any records of data preceding OMNI's services as provided by the Employer.
- f) Ensure that all information received by OMNI in performing its services hereunder is used for plan administrative purposes only and is otherwise treated as confidential information.
- g) Provide forms necessary for participants to contribute to the Plan such as the OMNI Salary Reduction Agreement ("SRA") form and plan transaction forms.
- h) Receive SRA's online, via e-mail, fax or mail. OMNI shall communicate plan contribution changes by secure e-mail to Employer's payroll department.
- i) Maintain a distribution account for plan contributions. In no event shall the distribution account funds be commingled with any of OMNI's other accounts, operational or otherwise.
- j) Serve as the common remitter for the Plan and promptly remit all funds to the employee's selected investment provider, according to the timetable set forth in the attached Schedule.
- k) Process all plan transactions such as age/severance/disability/death distributions, contract exchanges, transfers, loans, hardship withdrawals, service credit transfers, rollover contributions and QDRO's provided that Employer has begun to remit, and OMNI has in its possession, all necessary documents such as Employer's written Plan. The Services do not include processing loan repayments through OMNI.
- l) Provide Employer with yearly contribution limits for all contributing employees, including all applicable catch-up provisions.
- m) Verify that investment accounts are ready to receive contributions prior to communicating a contribution change to the Employer.
- n) Enter into Information Sharing Agreements with Investment Providers on behalf of Employer.
- o) Provide a Plan document, and provide amendments to the Plan pursuant to Employer's request or changes in law during the term of this Agreement.
- p) Notify Employer of Federal laws that affect the Employer's Plan.
- q) Manage IRS audits of the Employer's Plan.
- r) Insurance, and Crime Policy:
 - i. Provide and pay the full premiums for errors and omissions insurance coverage issued by a carrier authorized to provide such coverage in the State in which the services are to be performed, insuring against claims made, resulting or emanating from the Services that OMNI is providing the Employer pursuant to this agreement with a limit to \$5,000,000 per claim made, \$5,000,000 in aggregate.
 - ii. OMNI shall also provide and pay the full premiums on a crime policy in the amount of \$10,000,000 by a carrier licensed to issue such policies in the State in which the services are to be performed, covering OMNI's financial and distribution accounts for employee theft, forgery or alteration, and fund transfer fraud. Upon request Employer shall be named as a Loss Payee under said policy.
 - iii. OMNI shall also provide and pay full premiums on a Data Breach and Privacy Security Liability policy issued by a carrier authorized to provide such coverage in the State in which the services are to be performed, insuring against claims and/or breaches made with a limit of \$2,000,000 per each claim/breach made, and \$2,000,000 in aggregate.
- s) When necessary, issue federal tax 1099-R Form(s) for plan participants with respect to plan distributions that do not qualify for tax deferred treatment.

- t) Provide ongoing assistance, guidance, and information to Employers, their officials/administrators, employees, union representatives or investment providers with respect to the Plan including contributions, transactions, documents or any other related issues.
- u) Provide education and/or training at least once per year at site(s) designated by the Employer at no additional cost. Training shall include assistance, guidance, and information to Employer, its officials/administrators, Employees, Union representatives or investment providers with respect to the Plan, contributions, transactions, documents or any other related issues. Training shall also include sufficient assistance, guidance, and information for Employer to perform its obligations contained in this Agreement.
- v) Establish a secure data storage and email account with Employer enabling Employer to securely transmit confidential data. OMNI shall securely store such confidential information consistent with applicable law and industry standards

2. EMPLOYER'S OBLIGATIONS, ACKNOWLEDGEMENTS, REPRESENTATIONS

- a) Transfer plan contribution funds via ACH or wire to OMNI's distribution account for distribution to the employee's selected investment provider.
- b) Establish a secure email account with OMNI enabling OMNI to securely transmit confidential data necessary to perform its obligations under this agreement.
- c) Provide OMNI with information relevant to the Plan necessary for OMNI to fulfill its obligations under this Agreement such as employees' dates of severance, disability or start dates.
- d) Select the plan's investment providers from the list of investment providers having an Information Sharing Agreement with OMNI.
- e) Employer is responsible for the proper characterization of any 403(b) Employer non-elective contributions.
- f) Employer is responsible for any other agreement it has relevant to the Plan, such as collective bargaining agreements or agreements directly with the Plan's investment providers.
- g) Employer shall inform OMNI of any other benefit plans that may affect the administration and proper compliance of the Employer's Plan.
- h) Employer shall distribute yearly a notice of its plan to all eligible employees for 403(b) Universal Availability purposes. OMNI shall provide employer with a form for this purpose.
- i) OMNI's role is to be the Employer's third party administrator for its Plan, and ensure compliance with the U.S. Tax Code and related regulations. OMNI does not intend to replace the Employer's legal counsel, or tax professional, and OMNI's Services under this Agreement do not include legal or tax advice, and that no analysis and/or recommendation made by any employee, agent, officer, or director of OMNI, in fulfilling OMNI's obligations under this Agreement, shall be so construed. Further, Employer understands and acknowledges that OMNI has advised the Employer to consult with Employer's own legal counsel or tax professional with respect to the Employer's Plan, or any related operational concerns, or other agreement(s) in place such as collective bargaining agreement(s).
- j) OMNI shall hold Employer remitted funds without an existing account to be applied to, for only a reasonable period of time or until an account where such funds can be applied to is established, whichever may be sooner. In no event shall OMNI hold any such funds for more than forty five ("45") days from the date of receipt. Accordingly, OMNI will return any such funds promptly to Employer.

3. INDEMNIFICATIONS

- a) Subject to the limitations set forth herein OMNI shall indemnify and hold harmless, Employer against any and all liabilities, losses, costs or expenses (including reasonable legal fees and expenses) of whatsoever kind and nature which may be imposed on, incurred by or asserted against Employer at any time to the extent such liability, loss or expense results from OMNI's negligence, breach of the terms hereof, or willful misconduct under this Agreement.
- b) OMNI's duties and liability to indemnify Employer will become effective when OMNI has completed in a timely manner its compliance review of the Employer's Plan and the Employer has implemented all relevant recommendations made by OMNI.

4. TERM and TERMINATION

The term of this Agreement shall be for five (5) years beginning 1/1/2021, unless earlier terminated by either party. The parties may agree, in writing, to extend the term of this Agreement. Either party may terminate this Agreement by giving the other no less than thirty (30) days written notice prior to termination, in which case this Agreement shall terminate on the effective date specified in such notice. Either party may cancel this Agreement immediately, in whole or in part, for material default, material breach, insolvency, bankruptcy, and inability to pay debts, or similar financial circumstances by the other.

Immediately upon termination of the Agreement, OMNI shall return all employee data and other confidential information to Employer along with all work completed through the date of termination. OMNI shall cooperate with Employer to facilitate the effective transition of services to a new provider. The Parties shall continue to comply with the confidentiality requirements contained herein following the termination of the Agreement.

5. GENERAL

- a) Entire Agreement and Amendment. This Agreement, together with any schedules, and exhibits attached hereto, contains the complete and exclusive understanding and agreement of the parties with respect to its subject matter and supersedes, merges, and replaces all prior writings, discussions and understandings relating to such subject matter. This Agreement may only be amended by a written agreement and signed by authorized representatives of both parties.
- b) Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Parties hereby consent to the exclusive jurisdiction of any State or Federal court located in Kings County, California.
- c) Force Majeure. Neither party shall be responsible to the other party for any loss, damage, compliance error or expense caused by its failure to perform any duty or obligation under this Agreement which is due to causes beyond its control, such as an act of God, fire, flood, explosion, war, insurrection, riot, vandalism, terrorism, strike, power failure, interruption or loss of telephone/telecommunication services, or governmental act of regulation.
- d) Severability. If any term or provision of this Agreement is found to be invalid or unenforceable for any reason, it shall be adjusted rather than avoided, if possible, so as best to accomplish the objective of the parties to the extent possible. In any event, the remaining terms and provisions shall be deemed valid and enforceable. It is expressly understood and agreed that each provision of this Agreement providing for a limitation of liability disclaimer or limitation of warranties, or exclusion of damages is intended by the parties to be severable and independent of any other provisions and to be enforced as such.
- e) Assignment. This Agreement shall be binding on the parties and on their successors and assigns. Except as expressly provided herein, neither party shall transfer, assign or subcontract any right or obligation hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld.
- f) Waiver. The failure of either party any time to require performance by the other party of any provision hereof shall not affect in any way the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.
- g) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute a single instrument.
- h) Notices. All notices relating to this Agreement shall be in writing, signed by the party providing such notice and shall be delivered by Personal delivery, fax, or certified U.S. Mail, return receipt requested. Notices shall be sent to the address of the other party as set forth above, or such other address as either party may specify in the future.

6. CONFIDENTIALITY

- a) OMNI acknowledges that in the course of providing services under this Agreement, it may receive confidential information relating to Employer's employees. OMNI agrees not to use such information beyond the purpose for which it was provided and to not disclose such confidential information to other parties except to the extent required by the Internal Revenue Service, by law, or with the consent of Employer or Employer's employees. OMNI agrees to take appropriate steps to secure such confidential information from misuse or unauthorized disclosure.
- b) OMNI further agrees not to solicit the employees of Employer, other than to perform the services set forth in this Agreement, unless otherwise agreed to in writing by the parties.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date or dates written below.

EMPLOYER:

OMNI FINANCIAL GROUP, INC.:

By: _____

By: _____
Robert F. McLean, President/CEO

Print Title: _____

Date: _____

Date: _____

PLAN & FEE SCHEDULE

Name of Employer	Hanford Elementary School District
Plan(s):	<input checked="" type="checkbox"/> 403(b) <input checked="" type="checkbox"/> 457(b) <input checked="" type="checkbox"/> Full Administration <input type="checkbox"/> Remit Only
Fees: \$36/yr/contributing participant	<input checked="" type="checkbox"/> P30 <input type="checkbox"/> P30 Administrative Fee \$ <u> N/C </u> <input type="checkbox"/> Non-P30 Fee \$ <u> N/C </u> <input checked="" type="checkbox"/> Vanguard <input type="checkbox"/> Vendor Pay (Participant Pay) <input checked="" type="checkbox"/> Employer Pay <input type="checkbox"/> Employer Paid / Std. Billing

Investment providers in the Preferred Provider Program (P3) have agreed to cover OMNI's fee for the Employer at the above rate, billed quarterly. In the event the Employer has Vanguard as an approved provider, the Employer chooses to pay for the Vanguard participant accounts or elects to have the Vanguard pay the fee (i.e., Vanguard will take the fee from the individual participant account).

For accounts receiving OMNI invoices, billing will commence upon first remittance.

OMNI'S REMITTANCE

Files Received By	Funds Available For Use By	Day Processed
Wednesday Midnight	Friday 11:00 A.M. EST	Friday
Friday Midnight	Tuesday 11:00 A.M. EST	Tuesday

OMNI processes remittances on Tuesdays and Fridays provided that the Employer adheres to the above. Processing days during holiday weeks may vary.

Signer initials: _____



TPA Billing Authorization Form

Plan name: Hanford Elementary School District (the "Plan")

1. Third Party Administrator (TPA) information:

TPA firm name OMNI		Contact name Regina Bauer	
Street address 220 Alexander Street, Suite 400		City Rochester	State New York
Zip 14607			
Daytime telephone number (585) 436-6664 x111	Fax (585) 351-2478	E-mail rbauer@omni403b.com	

2. TPA administration fees:

☒ Initial election – Anticipated effective date 01/01/2021

☐ Change election – Anticipated effective date of change _____

Note: If your plan is subject to ERISA and you are making a change election that will affect how fees will be allocated to participant accounts or the amount of such fees, the effective date of such change must adhere to the participant disclosure requirements of ERISA (i.e. 30-day advance notice).

☐ Paid through Vanguard

☒ Direct bill employer

SKIP to 4. Signature of employer if direct bill employer is chosen.

Billing period: ☒ Arrears

Annual per participant* fee: \$36.00

*Participant means each participant actively contributing to the plan during a calendar quarter

Billing frequency: ☒ Quarterly

The employer directs Vanguard to pay TPA fees on a per capita basis, by charging an equal fixed dollar amount to each plan participant based on records submitted to Vanguard by the TPA. In the event a participant has less than the fixed fee in his or her account, the employer directs Vanguard to deduct the remaining balance of the account, bringing the account to zero.

3. TPA Banking Information:

Employer authorizes Vanguard to initiate credit entries to the TPA banking account noted below and to credit the same to such account under U.S. law:

Financial Institution: JP Morgan Chase Bank

Financial Institution Address: 695 Route 46 West

City/State/Zip: Fairfield, NJ 07004

ABA routing number: 021000021

Account number: 215319917

Type of account: ☒ Checking ☐ Savings

4. Signature of employer:

Employer agrees to pay TPA fees from the plan's assets, as elected above.

By signing this TPA Billing Authorization, the undersigned employer acknowledges and agrees that (1) it is solely responsible for assessing and concluding that remuneration paid to the TPA is reasonable under ERISA and other applicable laws, rules and regulations, and that the use of plan assets to pay the TPA is consistent with all applicable laws; (2) it has determined the allocation of TPA fees, if applicable, complies with applicable law; and (3) if applicable, it has made or will make appropriate timely disclosures to participants regarding the allocation of TPA fees described herein. Vanguard shall have no responsibility to calculate or verify the fees of TPA that are invoiced or directed to be paid under this agreement.

This authorization may be terminated at any time by employer upon written notice to Vanguard and will terminate automatically upon the termination of services between employer and Vanguard. If this authorization is terminated as of a date other than the end of a quarter, Vanguard shall not be required to calculate or pay any fees payable to TPA on a pro-rated basis.

If any changes are made to the information in this authorization, the employer shall immediately notify Vanguard in writing. Until such notification is received by Vanguard and until a new TPA Billing Authorization that reflects the new information is executed by employer, Vanguard shall continue to follow the terms of this authorization. Changes to the information in this authorization will be implemented by Vanguard as of the first day of the quarter immediately following the quarter in which a new TPA Billing Authorization has been executed by employer.

Vanguard shall have no liability for processing TPA fee payments in accordance with the terms of this authorization and the employer agrees to indemnify and hold harmless Vanguard for any losses to which it may become subject in connection with any matter arising out of this authorization, except to the extent such losses were the result of Vanguard's gross negligence or willful misconduct in performing its obligations under this authorization.

X

Employer signature

Print name

Date

Authorization of Agency

_____(Please PRINT name of Employer) With offices located at _____ (“Employer”), pursuant to the terms and conditions of its Services Agreement with the OMNI Financial Group, with principal offices located at 220 Alexander Street, Suite 400, Rochester, NY, 14607 (“OMNI”) hereby appoints OMNI as its duly authorized agent, to have full power and authority, as your Third Party Administrator (“TPA”) to act on your behalf in any and all compliance matters pertaining to your 403(b) and/or 457(b) program, including but not limited to entering into Information Sharing Agreements with various service providers, pursuant to Section 1.403(b)-10(b)(2) of the Treasury Regulations.

Accordingly, OMNI is authorized to execute any and all documents in connection with its role as your TPA, and do all things incidental to or in furtherance of compliance with Section 403(b) laws and regulations.

This authorization shall remain in full force and effect until such time as your Services Agreement with OMNI expires or is terminated.

To induce any third party to act in reliance upon this document, you hereby agree that any third party receiving a duly executed copy, facsimile, or electronic form of this document may act in reliance thereon, and that revocation or termination of this document shall be ineffective as to such third party unless and until actual notice or knowledge of such revocation or termination shall have been received by such third party.

The individual whose signature appears below is duly authorized to execute this document.

Employer’s Name _____

By: _____ (please print the name of individual signing)

Title: _____

Signature: _____ Date: _____

Address _____

Telephone Number: _____

Email: _____

_____ of _____, 20__

STATE OF _____)
) SS:
COUNTY OF _____)

On the ____ day of _____, 20__ before me the undersigned, a notary public in and for said state, personally appeared _____, personally known to me, or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the document, the individual or the person upon behalf of which the individual acted, executed the document.

Notary Public [Affix Stamp or Seal]

Salary Reduction Agreement (SRA) Waiver

To properly implement 403(b) and 457(b) services, it is necessary to obtain information typically found on a participant's Salary Reduction Agreement (SRA). Because the collection of SRA's is a time intensive process, OMNI streamlines the startup phase by receiving this information through the submission of your initial data and first remittance files. Together these files will contain all of the information necessary for OMNI to start remitting on your behalf.

Once remittances have begun, any employee wishing to start, stop, or otherwise change deductions will be required to complete a new SRA form with OMNI.

If you wish OMNI to use your initial data and first remittance files in lieu of obtaining existing SRA forms for current participants, please complete the authorization below.

Employer Authorization

_____ authorizes U.S. OMNI to rely solely on information provided in the initial data file and the first remittance file to establish the deduction profile for all currently participating employees.

Any future changes in deduction profiles must be accomplished by means of OMNI's SRA form. _____ shall remain responsible for all SRA forms and related information until changes are requested by employees after the date of first remittance.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Contact List

Employer Name: _____
Address (City, State, Zip) _____

Appointed Plan Liaison (Plan Oversight):

Name: _____
Title: _____
Phone Number: _____
Fax Number: _____
Email: _____

Secondary Plan Liaison (Plan Oversight):

Name: _____
Title: _____
Phone Number: _____
Fax Number: _____
Email: _____

Payroll Contact (SRAs/Fund Changes):

Name: _____
Title: _____
Phone Number: _____
Fax Number: _____
Email: _____

Secondary Payroll Contact:

Name: _____
Title: _____
Phone Number: _____
Fax Number: _____
Email: _____

Accounts Payable/Recipient of OMNI Invoices:

Name: _____
Title: _____
Phone Number: _____
Fax Number: _____
Email: _____

Banking Information:

Banking Name: _____
ABA/Routing Number: _____
Account Number: _____

Sample IDF

INITIAL DATA FILE

Once OMNI has received the signed services agreement, OMNI's implementation team will send an invitation to our secure email portal. **The Initial Data File should be submitted ONLY through this secure portal due to the sensitive information it contains.**

NAME	SSN	# of Pay Periods	Employee Contribution Amount PER PAY	Employer Contribution Amount PER PAY	Annual Salary	Service Provider	Date of Hire	Date of Birth	% Amount (if applicable)	Street Address	City	State	Zip	Email	Telephone	Indicate who is NOT Participating	YTD Information

= REQUIRED FIELD

= Required only when supplying information for ALL employees

Please Note: ROTH contributions should be noted in the respective service provider column (ex. Service Provider-ROTH).