

# Hanford Elementary School District

## ANNUAL ORGANIZATIONAL MEETING AGENDA

*Wednesday, December 15, 2021*

HESD District Office Board Room

714 N. White Street, Hanford, CA

### OPEN SESSION

5:30 p.m.

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

### CLOSED SESSION

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

#### **Administrative Panel Recommendations**

Case #22-04 – Roosevelt

Case# 22-05 – Roosevelt

Case# 22-06 – MLK

Case# 22-07 – WW

Case# 22-08 - CDS

### OPEN SESSION

- Take action on closed session items

#### **1. BOARD ORGANIZATION**

Election and appointment of officer

- President
- Vice President
- Clerk

Designate trustee participation on district committees

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

#### **2. ADOPT CALENDAR**

Adopt Board Meeting Calendar for 2022 (Gabler)

#### **3. 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

- *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.*

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

**PUBLIC HEARING:** Revised Trustee Area Boundaries Pursuant to California Education Code Section 5019.5 (Gabler)

#### **4. TRUSTEE AREA REDISTRICTING**

- a) Consider approval of Resolution #13-22: Approval of Revised Trustee Area Boundaries Pursuant to California Education Code Section 5019.5 (Gabler)

**PUBLIC HEARING:** Making Certain Findings for Government Code Section 4217, Approval of Facility Solutions Agreement Between the Hanford Elementary School District and Sitellogiq for the Purpose of Construction, Installation of Energy Efficiency Measures on Selected District Sites (Endo)

#### **5. 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 3, 2021; November 5, 2021; November 12, 2021; November 19, 2021; November 29, 2021 and December 3, 2021.
- b) Approve minutes of Regular Board Meeting held on November 10, 2021.
- c) Approve interdistrict transfers as recommended.
- d) Approve donations of clothing, bags and gift cards to Lincoln homeless and foster youth from Griselda Yrigollen, the Felix Family, the Mora Family & Friends in memory of Lupe Felix.
- e) Approve donation of 12 gift cards valued at \$200.00 each from Foods Co. for families in need at Lincoln Elementary.
- f) Approve donation of \$1,500.00 from Aaron's Community Outreach Program to Hanford Elementary School District.

#### **6. INFORMATION ITEMS**

- a) Receive for information the monthly financial reports for the period of 07/01/2021-11/30/2021 (Endo)
- b) Receive for information the following revised Board Policy and Administrative Regulation: (Endo)
  - *3110 – Transfer of Funds*
- c) Receive for information the following revised Board Policy and Administrative Regulation: (Endo)
  - *7211 – Developer Fees*
- d) Receive for information the following revised Board Policy and Administrative Regulation: (Martinez)
  - *4112.42 / 4212.42 / 4312.42 – Drug and Alcohol Testing for School Bus Drivers*
- e) Receive for information the following revised Board Policy: (Martinez)
  - *4131 – Staff Development*
- f) Receive for information the following new Board Policy: (Martinez)
  - *4141 / 4241 – Collective Bargaining Agreement*
- g) Receive for information the following revised Board Policy and Administrative Regulation: (Martinez)

- 4158 / 4258 / 4358 – Employee Security

## 7. BOARD POLICIES AND ADMINISTRATION

- a) Consider for adoption Resolution #10-22: Regarding Absent Board Member Compensation (Gabler)
- b) Consider for adoption the Hanford Elementary School District Educator Effectiveness Block Grant Expenditure Plan (Heugly)
- c) Consider for approval the following revised Board Policy and Admirative Regulation: (Carlton)
  - 5141.52 – Suicide Prevention
- d) Consider for approval the following revised Board Policy and Admirative Regulation: (Carlton)
  - 6020 – Parent Involvement
- e) Consider for approval the following revised Board Policy and Admirative Regulation: (Carlton)
  - 5145.7 – Sexual Harassment
- f) Consider for approval the following revised Administrative Regulation and Exhibit: (Carlton)
  - 5145.71 – Title IX Sexual Harassment Complaint Procedures

## 8. PERSONNEL (Martinez)

- a) Employment
  - Certificated
    - Jose Luis Cruz, Teacher, Probationary I(Intern), Woodrow Wilson, effective 12/6/21
  - Classified Temp/Subs
    - Kalea-Marie Bush, Athletic Coach, effective 11/8/21
    - Terry Duncil, Athletic Coach, effective 11/8/21
    - Tammy Johnson, Substitute Administrative Secretary I, effective 11/9/21
    - Adam Medrano, Substitute Custodian I, effective 11/29/21
    - Gabriela Perez-Vigil, Substitute READY Program Tutor, effective 11/8/21
    - Serissa Serna, Athletic Coach, effective 11/8/21
  - Short Term Employees
    - April Tamayo-Alatorre, Short-Term Clerk Typist I – 7 hrs., effective 11/1/21-12/17/21  
REVISED
  - Administrative Transfer
    - Allen Christian Altamirano, from Special Circumstance Aide – 5.75 hrs., Richmond, to Special Circumstance Aide – 5.75, Monroe, effective 10/6/21
- b) Resignations
  - Juana De La Cruz-Moran, Substitute Food Service Worker I/II, Translator: Oral Interpreter, Translator: Written Translator and Yard Supervisor, effective 6/4/21
  - Meriah DeBem, Substitute READY Program Tutor, effective 6/4/21
  - Marcelina Espino, Substitute Special Circumstance Aide, effective 11/03/21
  - Darius Jackson, Special Education Aide – 5.0 hrs., Roosevelt, effective 12/17/21
  - Richard LaRue, Substitute Yard Supervisor, effective 10/29/21
  - Carolina Munoz-Gomez, Substitute Special Circumstance Aide, Special Education Aid, READY Program Tutor and Yard Supervisor, effective 6/4/21
  - Rosie Ochoa, Substitute Yard Supervisor, effective 10/8/21
  - Anali Rangel Ramirez, READY Program Tutor – 4.5 hrs., Washington, effective 11/8/21

- Michelle Ruble, Substitute Yard Supervisor, effective 6/4/21
- Isabella Sanders, READY Program Tutor – 4.5 hrs., Roosevelt, effective 11/5/21
- Laura Terrazas, Substitute Licensed Vocational Nurse, effective 6/4/21
- Colett Vasquez, Substitute Yard Supervisor, effective 6/4/21
- Janell Zendejas, Substitute Bilingual Clerk Typist I, Clerk Typist I, Translator: Oral Interpreter and Written Translator, effective 6/4/21

Resignations (failed to respond to annual notification for substitute/temporary employees)

- Justin Cantu Salcedo, Substitute Yard Supervisor, effective 6/4/21
  - Gema Martinez, Substitute Yard Supervisor, effective 6/4/21
  - Matthew Nash, Substitute Custodian I, effective 6/4/21
  - Jacqueline Tellez, Substitute Yard Supervisor, effective 6/4/21
  - Fabiola Varela, Substitute Food Service I/II, effective 6/4/21
  - Jade Vasquez, Substitute Yard Supervisor, effective 6/4/21
- c) Promotion/Transfer
- Alexander Mejia, from READY Program Tutor – 4.5 hrs., Richmond to READY Program Tutor – 4.5 hrs., Jefferson, effective 11/1/21
  - Sydra Montes, from READY Program Tutor – 4.5 hrs. Lincoln, to READY Program Tutor – 4.5 hrs., Richmond, effective 8/18/21
- d) Retirement
- Domingo Carrasco, Lead Custodian – 8.0 hrs., Lincoln, effective 12/30/21
- e) Unpaid Leave
- Maria Calvillo, Counselor, King, Maternity Leave, from 12/02/21-12/17/21
- f) Employment and Certification of Temporary Athletic Team Coaches Pursuant to Title 5 CCR 5594
- Kalea-Marie Bush, Boys 7th Basketball, Wilson, effective 11/8/21-2/16/22
  - Terry Duncil, Boys 7th Soccer, Kennedy, effective 11/8/21-2/9/22
  - Cristian Moreno, Boys 7th Basketball, Kennedy, effective 11/8/21-2/16/22
  - Serissa Serna, Girls 8th Soccer, Kennedy, effective 11/8/21-2/9/22

**9. FINANCIAL (Endo)**

- a) Consider for approval the Certification of Signatures
- b) Consider for approval the Kings County Treasurer's Quarterly Compliance Report
- c) Consider for ratification the Contract for Services with SchoolWorks to Conduct a Demographic and Enrollment Study
- d) Consider for adoption Resolution #11-22, Application for funding to replacement diesel mower with an electric mower through the Clean Green Yard Machine Commercial Voucher Program administered by the San Joaquin Valley Air Pollution Control District
- e) Consider for adoption Resolution #12-22, Facility Solutions Agreement between the Hanford Elementary School District and SitelogIQ for the purpose of construction, installation of energy efficiency measures on selected District sites

**ADJOURN MEETING**



HANFORD ELEMENTARY SCHOOL DISTRICT  
AGENDA REQUEST FORM

TO: Joy Gabler  
FROM: Jay Strickland  
DATE: December 3, 2021

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

Date you wish to have your item considered: December 15, 2021

ITEM: Administrative Panel Recommendations

PURPOSE:

Case# 22-04 – Roosevelt  
Case# 22-05 – Roosevelt  
Case# 22-06 – MLK  
Case# 22-07 – WW  
Case# 22-08 - CDS

## Hanford Elementary School District

### **REGULAR BOARD MEETING SCHEDULE**

**January 2022 – December 2022**

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

January 26, 2022

February 9, 2022

February 23, 2022

March 9, 2022

March 23, 2022

April 27, 2022

May 11, 2022

May 25, 2022

June 8, 2022

June 22, 2022

July 13, 2022 - *Tentative* – The July meeting will only be held if it is needed.

August 10, 2022

August 24, 2022

September 14, 2022

September 28, 2022

October 12, 2022

October 26, 2022

November 9, 2022

December 14, 2022

*Adopted:*



# Hanford Elementary School District

## Notice of Public Hearing

### Proposed Trustee Area Redistricting Maps

The Hanford Elementary School District Board of Trustees will hold a public hearing to consider proposed trustee area redistricting maps and potentially adopt a preferred map on Wednesday, December 15, 2021, at 5:30 p.m., or as soon thereafter as possible, at the District Board Room, 714 N. White Street, Hanford, California.

The proposed maps and additional information on redistricting are available on the Hanford Elementary School District website:

<https://www.hanfordesd.org/trustee-area-adjustments>

Comments and questions can be emailed to Jessica Valencia at [jvalencia@hanfordesd.org](mailto:jvalencia@hanfordesd.org) or mailed to Hanford Elementary School District, Attn: Redistricting, 714 N. White Street, Hanford, CA 93230.

**Please note that redistricting will not change existing school attendance boundaries.**

# Distrito Escolar Elemental de Hanford

## Aviso de Audiencia Pública

### Mapas Propuestos para la Redistribución del Distrito para las Áreas de los Miembros de la Mesa Directiva

Los miembros de la Mesa Directiva del Distrito Escolar Elemental de Hanford tendrá una audiencia pública para considerar los mapas de redistribución del distrito para los miembros de la mesa propuestos y posiblemente adoptar un mapa preferido el miércoles 15 de diciembre de 2021 a las 5:30 p.m., o tan pronto como sea posible, en la Sala de Juntas del Distrito, 714 N. White Street, Hanford, California.

Los mapas propuestos e información adicional sobre la redistribución de distrito están disponibles en el sitio web del Distrito Escolar Elemental de Hanford:

<https://www.hanfordesd.org/trustee-area-adjustments>

Los comentarios y las preguntas se pueden enviar por correo electrónico a Jessica Valencia a [jvalencia@hanfordesd.org](mailto:jvalencia@hanfordesd.org) o al Distrito Escolar Elemental de Hanford, a la atención de: Redistribución del Distrito, 714 N. White Street, Hanford, CA 93230.

**Tenga en cuenta que la redistribución del distrito no cambiará los límites de asistencia escolar existentes.**

## HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Board of Trustees

FROM: Joy C. Gabler

DATE: 12/06/21

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

FOR: ☐ Information  
☒ Action

Date you wish to have your item considered: 12/06/21

**ITEM:** Consider approval of Resolution #13-22 Approval of Revised Trustee Area Boundaries Pursuant to California Education Code Section 5019.5

**PURPOSE:** Every 10 years, after new population data is released by the U.S. Census, school districts must evaluate and adjust their trustee area boundaries, as necessary, to equalize the population of the trustee areas. This assures equal representation for the residents of each trustee area on the district governing board. Resolution #13-22 finalizes the trustee redistricting process with the Board adoption of the resolution and new trustee area map.

**FISCAL IMPACT:** None

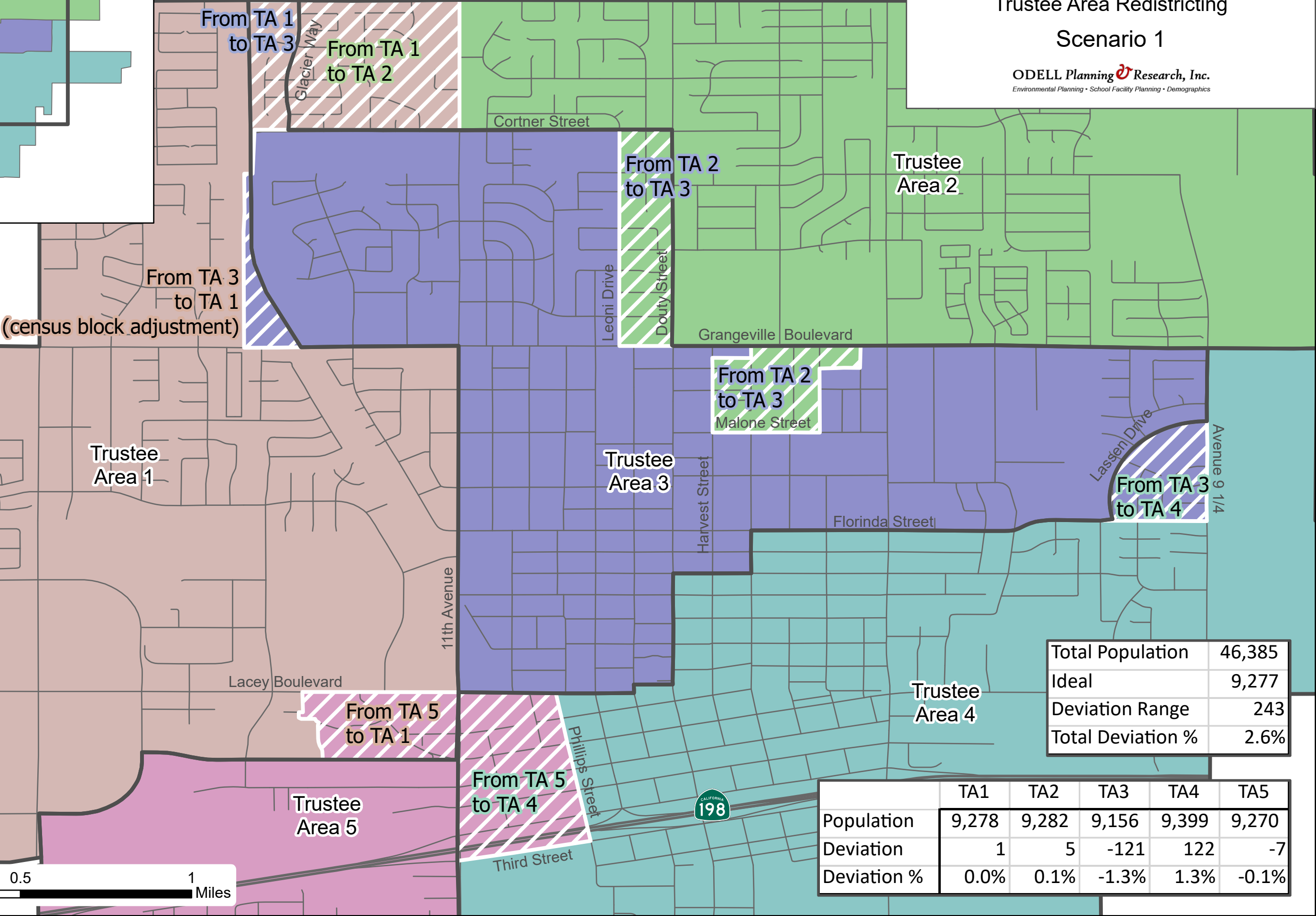
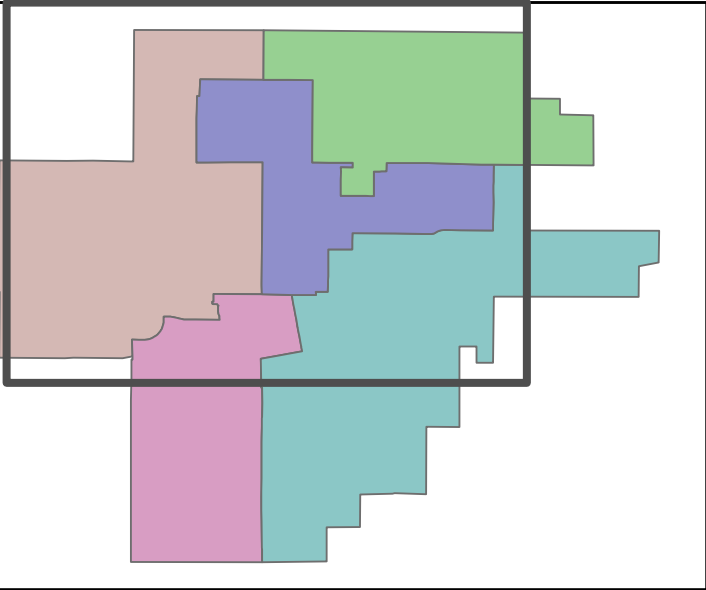
**RECOMMENDATIONS:** Approve

Hanford Elementary School District

Trustee Area Redistricting

Scenario 1

ODELL Planning & Research, Inc.  
Environmental Planning • School Facility Planning • Demographics



N

0

0.25

0.5

1

Miles

Hanford Elementary School District  
Trustee Area Redistricting  
Scenario 1  
Ethnic/Racial Population Data

Total Population		TA1		TA2		TA3		TA4		TA5		District Total	
		Number	%	Number	%	Number	%	Number	%	Number	%	Number	%
Hispanic or Latino		4,047	44%	4,030	43%	4,803	52%	6,921	74%	6,844	74%	26,645	57%
Not Hispanic or Latino		5,231	56%	5,252	57%	4,353	48%	2,478	26%	2,426	26%	19,740	43%
	White	3,558	38%	4,197	45%	3,315	36%	1,526	16%	1,430	15%	14,026	30%
	Black or African American	514	6%	305	3%	380	4%	470	5%	351	4%	2,020	4%
	American Indian and Native Alaskan	95	1%	39	0%	73	1%	55	1%	38	0%	300	1%
	Asian	596	6%	271	3%	155	2%	155	2%	297	3%	1,474	3%
	Native Hawaiian and Other Pacific Islander	19	0%	9	0%	15	0%	18	0%	9	0%	70	0%
	Some Other Race	54	1%	48	1%	51	1%	41	0%	30	0%	224	0%
	Two or More Races	395	4%	383	4%	364	4%	213	2%	271	3%	1,626	4%

Population 18 Years and Over		TA1		TA2		TA3		TA4		TA5		District Total	
		Number	%	Number	%	Number	%	Number	%	Number	%	Number	%
Hispanic or Latino		2,776	40%	2,630	38%	3,147	47%	4,584	70%	4,525	70%	17,662	53%
Not Hispanic or Latino		4,157	60%	4,334	62%	3,588	53%	1,976	30%	1,901	30%	15,956	47%
	White	2,887	42%	3,537	51%	2,832	42%	1,289	20%	1,202	19%	11,747	35%
	Black or African American	419	6%	234	3%	282	4%	346	5%	233	4%	1,514	5%
	American Indian and Native Alaskan	75	1%	33	0%	47	1%	38	1%	22	0%	215	1%
	Asian	482	7%	235	3%	126	2%	137	2%	247	4%	1,227	4%
	Native Hawaiian and Other Pacific Islander	16	0%	6	0%	12	0%	12	0%	7	0%	53	0%
	Some Other Race	38	1%	35	1%	36	1%	23	0%	20	0%	152	0%
	Two or More Races	240	3%	254	4%	253	4%	131	2%	170	3%	1,048	3%

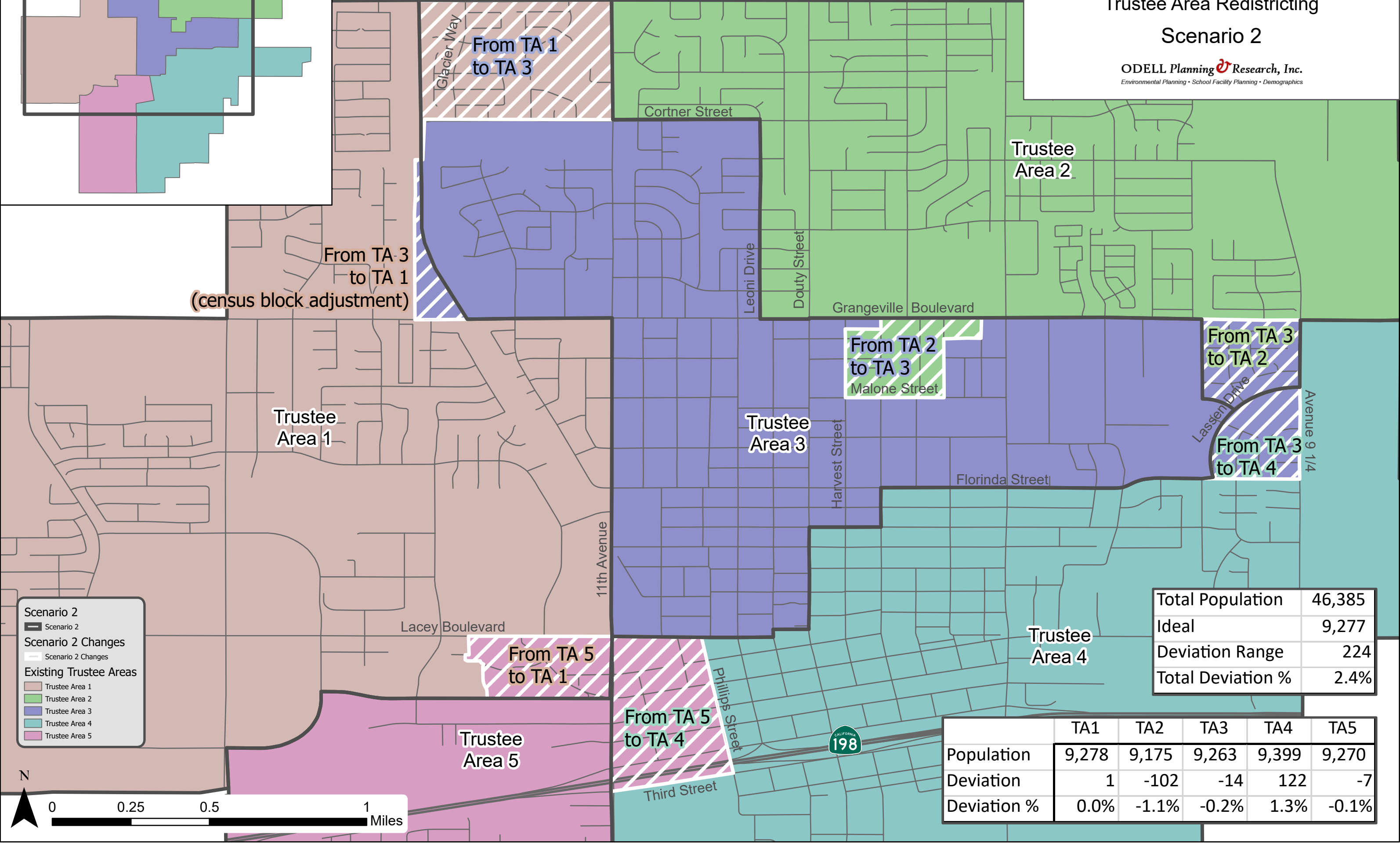
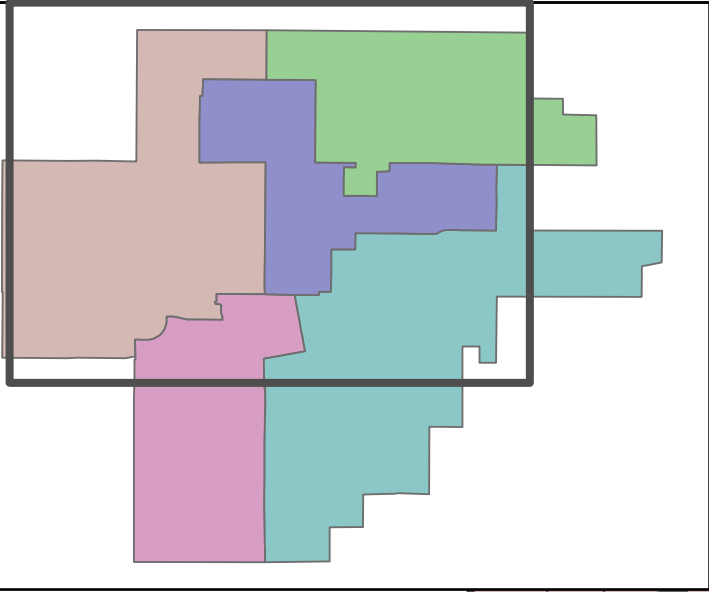
Citizen Voting Age Population		TA1		TA2		TA3		TA4		TA5		District Total	
		Number	%	Number	%	Number	%	Number	%	Number	%	Number	%
Hispanic or Latino		1,398	27%	2,380	34%	2,295	36%	3,356	66%	2,983	62%	12,412	43%
Not Hispanic or Latino		3,848	73%	4,620	66%	4,118	64%	1,765	34%	1,859	38%	16,210	57%
	White	3,006	57%	3,628	52%	3,455	54%	1,202	23%	1,097	23%	12,388	43%
	Black or African American	336	6%	450	6%	320	5%	390	8%	224	5%	1,720	6%
	American Indian and Native Alaskan	0	0%	16	0%	80	1%	28	1%	90	2%	214	1%
	Asian	398	8%	118	2%	171	3%	40	1%	300	6%	1,027	4%
	Native Hawaiian and Other Pacific Islander	0	0%	0	0%	0	0%	0	0%	1	0%	1	0%
	Two or More Races	108	2%	408	6%	92	1%	105	2%	147	3%	860	3%

Hanford Elementary School District

Trustee Area Redistricting

Scenario 2

ODELL Planning & Research, Inc.  
Environmental Planning • School Facility Planning • Demographics



Scenario 2

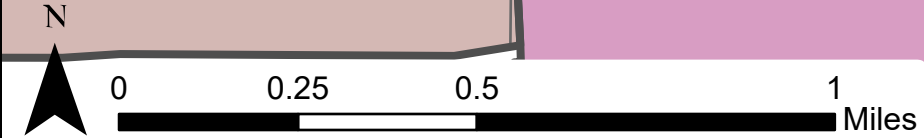
Scenario 2 Changes

Existing Trustee Areas

- Trustee Area 1
- Trustee Area 2
- Trustee Area 3
- Trustee Area 4
- Trustee Area 5

Total Population	46,385
Ideal	9,277
Deviation Range	224
Total Deviation %	2.4%

	TA1	TA2	TA3	TA4	TA5
Population	9,278	9,175	9,263	9,399	9,270
Deviation	1	-102	-14	122	-7
Deviation %	0.0%	-1.1%	-0.2%	1.3%	-0.1%



Hanford Elementary School District  
Trustee Area Redistricting  
Scenario 2  
Ethnic/Racial Population Data

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	American Indian and Native Alaskan	95	1%	46	1%	66	1%	55	1%	38	0%	300	1%
	Asian	596	6%	246	3%	180	2%	155	2%	297	3%	1,474	3%
	Native Hawaiian and Other Pacific Islander	19	0%	9	0%	15	0%	18	0%	9	0%	70	0%
	Some Other Race	54	1%	47	1%	52	1%	41	0%	30	0%	224	0%
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Not Hispanic or Latino		4,157	60%	4,305	62%	3,617	53%	1,976	30%	1,901	30%	15,956	47%
	White	2,887	42%	3,537	51%	2,832	42%	1,289	20%	1,202	19%	11,747	35%
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	Some Other Race	38	1%	37	1%	34	1%	23	0%	20	0%	152	0%
	Two or More Races	240	3%	257	4%	250	4%	131	2%	170	3%	1,048	3%

Citizen Voting Age Population		TA1		TA2		TA3		TA4		TA5		District Total	
		Number	%	Number	%	Number	%	Number	%	Number	%	Number	%
Hispanic or Latino		1,398	27%	2,468	35%	2,207	35%	3,356	66%	2,983	62%	12,412	43%
Not Hispanic or Latino		3,848	73%	4,649	65%	4,089	65%	1,765	34%	1,859	38%	16,210	57%
	White	3,006	57%	3,712	52%	3,371	54%	1,202	23%	1,097	23%	12,388	43%
	Black or African American	336	6%	406	6%	364	6%	390	8%	224	5%	1,720	6%
	American Indian and Native Alaskan	0	0%	16	0%	80	1%	28	1%	90	2%	214	1%
	Asian	398	8%	106	1%	183	3%	40	1%	300	6%	1,027	4%
	Native Hawaiian and Other Pacific Islander	0	0%	0	0%	0	0%	0	0%	1	0%	1	0%
	Two or More Races	108	2%	409	6%	91	1%	105	2%	147	3%	860	3%



## **RESOLUTION NO. 13-22**

### **BEFORE THE BOARD OF TRUSTEES OF THE HANFORD ELEMENTARY SCHOOL DISTRICT**

#### **APPROVAL OF REVISED TRUSTEE AREA BOUNDARIES PURSUANT TO CALIFORNIA EDUCATION CODE SECTION 5019.5**

**WHEREAS**, the Board of Trustees of the Hanford Elementary School District (hereinafter referred to as “Board” and “District” respectively) are elected by trustee area pursuant to subdivision (b) of California Education Code section 5030; and

**WHEREAS**, California Education Code section 5019.5 requires the governing board of each school district in which trustee areas have been established, and in which each trustee is elected by the residents of the area the trustee represents, to adjust the boundaries of the trustee areas following each decennial federal census such that the population of each trustee area is proportional pursuant to California Education Code section 5019.5(a)(1) or (2); and

**WHEREAS**, the Board has determined that the existing trustee area boundaries must be revised to comply with the Federal and State Constitutions and California Education Code section 5019.5 because the current trustee areas are no longer substantially equal in population; and

**WHEREAS**, the District has conducted an open and transparent process for revising the trustee area boundaries, including:

- (a) an October 27, 2021, Board workshop on redistricting open to public participation, for which notice was provided in English and Spanish in the Hanford Sentinel, posted on the District’s website and distributed to District school and parent networks;
- (b) the posting of information on the redistricting process and opportunities for public participation on the District website and distributed to District school and parents;
- (c) the posting of proposed map options and demographic data on the District website for public review and comment;
- (d) the availability of all proposed map options, demographic data and other redistricting information on request by mail or in person at the District office; and
- (e) a noticed public hearing held on December 15, 2021, for consideration of the map options and adoption of a preferred map; and

**WHEREAS**, the Board has determined that the revised trustee area map meets the requirements of the Federal and State Constitutions, the California Education Code, and the Federal Voting Rights Act of 1965, and conforms to traditional redistricting principles.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of the Hanford Elementary School District as follows:

1. The Board adopts the foregoing recitals as true and correct.
2. The Board hereby adopts the trustee area boundaries as set forth in Map Scenario \_\_\_\_.
3. The Board authorizes the Superintendent or her designee to take all actions necessary to implement the revised trustee areas.

THE FOREGOING RESOLUTION was adopted by the Board of Trustees of the Hanford Elementary School District at a meeting of the Board held on December 15, 2021:

AYES:

NOES:

ABSENT:

ABSTAINED:

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Board President  
Governing Board  
Hanford Elementary School District  
Kings County, California

I, the undersigned, is the Clerk of the Governing Board of the Hanford Elementary School District, County of Kings, State of California, do hereby certify that the foregoing is a true copy of the resolution adopted by said Board at a regular meeting thereof, at the time and by the vote therein stated, which original resolution is on file in the office of said Board.

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Board Clerk  
Governing Board  
Hanford Elementary School District  
Kings County, California

## **NOTICE OF PUBLIC HEARING**

### **ADOPT RESOLUTION MAKING CERTAIN FINDINGS FOR GOVERNMENT CODE SECTION 4217, APPROVAL OF FACILITY SOLUTIONS AGREEMENT BETWEEN THE HANFORD ELEMENTARY SCHOOL DISTRICT “DISTRICT” AND SITELOGIQ FOR THE PURPOSE OF CONSTRUCTION, INSTALLATION OF ENERGY EFFICIENCY MEASURES ON SELECTED DISTRICT SITES.**

The Board of Trustees of the Hanford Elementary School District (District) will hold a public hearing on December 15, 2021, at 5:30 p.m., for the purpose of taking public comments and adopting a resolution making certain findings, and authorizing and approving a Facility Solutions Agreement with Sitelogiq for the implementation of certain energy-related improvements to the District's facilities in accordance with California Government Code Sections 4217.10 to 4217.18. The public hearing will be held in the Board Room, located at 714 N. White Street, Hanford, California 93230.

The Board shall also consider adoption of findings that it is in the best interest of the District to enter into the Facility Solutions Agreement for implementation of the energy-related improvements to the District's facilities. The Board shall further consider adoption of findings that the anticipated cost to the District for thermal or electrical energy or conservation services provided by the energy related improvements per the Facility Solutions Agreement will be less than the anticipated marginal cost to the District of thermal, electrical, or other energy that would have been consumed by the District in absence of purchasing the energy improvements.

Posted: 11/30/21

## HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Joy C. Gabler

FROM: David Endo

DATE: 12/06/2021

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

FOR: ☐ Information  
☒ Action

Date you wish to have your item considered: 12/15/2021

**ITEM:**

Consider approval of warrants.

**PURPOSE:**

The administration is requesting the approval of the warrants as listed on the registers dated: 11/03/21, 11/05/21, 11/12/21, 11/19/21, 11/29/21 and 12/03/21.

**FISCAL IMPACT:**

See attached.

**RECOMMENDATIONS:**

Approve the warrants.

**Warrant Register For Warrants  
Dated 11/03/2021**

Warrant Number	Vendor Number	Vendor Name	Amount
12672634	7810	AMERICA'S BEST VALUE INN – Other Services	\$900.00
<b>Total Amount of All Warrants:</b>			<b>\$900 . 00</b>

# Warrant Register For Warrants

## Dated 11/05/2021

Warrant Number	Vendor Number	Vendor Name	Amount
12672756	7768	LARA ALLEN – Reimburse-Mileage	\$132.61
12672757	7786	LORENA ALLEN – Reimburse-Mileage	\$447.55
12672758	4566	ALLIED STORAGE CONTAINERS – Richmond Mod Project, Services/Repair	\$273.49
12672759	59	ARAMARK UNIFORM & CAREER – Food Services-Other Services	\$350.43
12672760	6253	AT&T – Telephone Coummincations	\$45.40
12672761	7167	AVERIE GRACE DESIGNS – Materials/Supplies	\$386.10
12672762	4983	B & H PHOTO-VIDEO – Materials/Supplies	\$1,402.29
12672763	4119	KRISTINA BALDWIN – Reimburse-Mileage	\$97.44
12672764	7655	MARY ANN BANUELOS – Reimburse-Materials/Supplies	\$137.99
12672765	7399	BIMBO BAKERIES USA – Food Services-Food	\$1,061.70
12672766	3654	JOSEFA BUSTOS-PELAYO – Reimburse-Materials/Supplies	\$101.17
12672767	4911	CALIFORNIA DEPT. OF EDUCATION – Roosevelt Modernization Project	\$790.02
12672768	4911	CALIFORNIA DEPT. OF EDUCATION – Richmond Modernization Project	\$1,230.42
12672769	7396	CAMERON'S CONCRETE INC. – Services/Repair	\$6,862.00
12672770	7120	KELSEY CANTRELL – Reimburse-Materials/Supplies	\$50.43
12672771	7808	YESSERIA CHACON – Reimburse-Materials/Supplies	\$19.76
12672772	7785	ELIZABETH CHAMBERS – Reimburse-Mileage	\$15.68
12672773	5410	CRUZ CHAVEZ – Reimburse-Materials/Supplies	\$131.66
12672774	324	CHILDS & COMPANY INC. – Materials/Supplies	\$988.96
12672775	6236	ALEXANDRIA CODAY – Reimburse-Materials/Supplies	\$72.42
12672776	4178	COOK'S COMMUNICATION – Materials/Supplies	\$1,186.63
12672777	405	DASSEL'S PETROLEUM INC. – Food Services-Materials/Supplies	\$362.23
12672778	3237	CLAUDIA DAVIS – Reimburse-Materials/Supplies	\$172.27
12672779	3568	JAMES L. DAVISON & ASSOCIATES – Other Services	\$195.03
12672780	5577	FIRST QUALITY PRODUCE – Food Services-Materials/Supplies	\$225.00
12672781	528	FOCUS PACKAGING & SUPPLY CO – Food Services-Materials/Supplies	\$1,390.39
12672782	7616	ERIN FRANKLIN – Reimburse-Materials/Supplies	\$158.94
12672783	7789	ELIZABETH GARCIA – Reimburse-Mileage	\$13.44
12672784	1393	GAS COMPANY – Utilities	\$1,162.15
12672785	3305	GILBERT ELECTRIC COMPANY – Services/Repair	\$500.00
12672786	7528	GLOBAL INDUSTRIAL – Materials/Supplies	\$162.98
12672787	591	GOLD STAR FOODS – Food Services-Food	\$4,985.98
12672788	7780	MARIA GRANADO – Reimburse-Mileage	\$242.59
12672789	7592	HANFORD SENTINEL – Other Services	\$1,657.53
12672790	1895	JENNIFER HENDERSON – Reimburse-Materials/Supplies	\$371.58
12672791	7815	JANICE HERNANDEZ – Reimburse-Other Services	\$35.00
12672792	2188	THE HOME DEPOT PRO – Materials/Supplies	\$1,769.84
12672793	7771	ESMERALDA JIMENEZ MORALES – Reimburse-Materials/Supplies	\$184.36
12672794	7457	KG COMMUNICATIONS INC. – Other Services	\$1,174.45
12672795	5893	MONICA KRAEMER – Reimburse-Materials/Supplies	\$233.75
12672796	7096	MELISSA LINCICUM – Reimburse-Mileage	\$36.91
12672797	7767	MIRANDA LOPEZ – Reimburse-Mileage	\$22.68
12672798	912	MANGINI ASSOCIATES INC. – Shade Structures & Modernization Projects	\$40,897.63
12672799	5430	ANDREW MARTINEZ – Reimburse-Materials/Supplies	\$197.31
12672800	7816	CRYSTAL MORENO – Reimburse-Other Services	\$35.00
12672801	7788	MARLISA OLIVERA – Reimburse-Mileage	\$154.34
12672802	977	ORAL MICHAM INC – Richmond Modernization Project	\$272,361.46
12672803	7787	ESTELLA OROSCO – Reimburse-Mileage	\$40.77

# Warrant Register For Warrants

## Dated 11/05/2021

Warrant Number	Vendor Number	Vendor Name	Amount
12672804	5111	P & R PAPER SUPPLY COMPANY INC – Food Services-Materials/Supplies	\$5,244.62
12672805	6732	JULEE PIRES – Reimburse-Materials/Supplies	\$400.00
12672806	7804	DEBORAH POST – Reimburse-Mileage	\$68.99
12672807	1168	PRODUCERS DAIRY PRODUCTS – Food Services-Food	\$10,293.05
12672808	4465	CYNTHIA PURSELL – Reimburse-Materials/Supplies	\$97.32
12672809	1188	QUILL LLC – Warehouse Inventory	\$1,721.58
12672810	7464	KARINA RAMIREZ-PADILLA – Reimburse-Materials/Supplies	\$400.00
12672811	7346	RMA GEOSCIENCE INC. – Richmond Modernization Project	\$213.00
12672812	2985	ELIZABETH SASSELLI – Reimburse-Materials/Supplies	\$69.69
12672813	6826	SITELOGIQ – Monroe, Simas, King Solar Shade Projects	\$247,315.10
12672814	1801	SMART & FINAL STORES (HFD KIT) – Food Services-Food	\$151.98
12672815	7773	WAQUANA SMITH – Reimburse-Mileage	\$376.99
12672816	6995	SOCIAL THINKING PUBLISHING – Books	\$518.56
12672817	7774	RAMONA SOLARIO – Reimburse-Mileage	\$148.96
12672818	1392	SOUTHERN CALIFORNIA EDISON CO. – Utilities	\$25,678.03
12672819	1404	STANISLAUS FOUNDATION – ADMIN – Health/Welfare Benefits	\$2,781.25
12672820	1403	STANISLAUS FOUNDATION – DENTAL – Health/Welfare Benefits	\$10,476.68
12672821	1403	STANISLAUS FOUNDATION – DENTAL – Health/Welfare Benefits	\$8,760.50
12672822	4381	STAPLES - BUSINESS ADVANTAGE – Materials/Supplies	\$388.12
12672823	7673	STEPHEN L. HAHN INSPECTIONS – Richmond Modernization Project	\$3,675.00
12672824	7775	ABELINA SUMAYA – Reimburse-Mileage	\$47.04
12672825	7092	SUNCREST BANK – Richmond Modernization Project	\$14,334.87
12672826	1444	SYSCO FOODSERVICES OF MODESTO – Food Services-Food	\$37,128.02
12672827	6697	JENNIFER TAYLOR – Reimburse-Materials/Supplies	\$153.04
12672828	1508	U.S. POSTAL SERVICE (CMRS-POP) - Postage	\$5,000.00
12672829	7812	JESSICA WAGNER – Reimburse-Other Services	\$20.00
<b>Total Amount of All Warrants:</b>			<b>\$719,990.15</b>

# Credit Card Register For Payments

## Dated 11/05/2021

Document Number	Vendor Number	Vendor Name	Amount
14032052	3618	CURRICULUM ASSOCIATES INC. – Materials/Supplies	\$1,611.53
14032053	599	GOPHER SPORT – Materials/Supplies	\$1,862.71
14032054	1111	J W PEPPER & SON INC – Books	\$48.25
14032055	5280	J&E RESTAURANT SUPPLY INC – Food Services-Materials/Supplies	\$688.40
14032056	6114	MCGRAW-HILL EDUCATION – Textbooks, Books	\$6,855.93
14032057	1802	MEDALLION SUPPLY – Materials/Supplies	\$949.21
14032058	1313	SCHOLASTIC TEACHERS STORE – Books	\$4,839.63
14032059	4550	SCHOOL OUTFITTERS – Materials/Supplies	\$124.39
14032060	1326	SCHOOL SERVICES OF CALIF. INC. – Travel/Conference	\$245.00
14032061	4708	SCHOOL SPECIALTY PUBLISHING – Materials/Supplies, Books, Textbooks	\$2,015.57
14032062	1345	SHIFFLER EQUIPMENT SALES INC. – Materials/Supplies	\$557.78
<b>Total Amount of All Credit Card Payments:</b>			<b>\$19,798.40</b>



# Warrant Register For Warrants

## Dated 11/12/2021

Warrant Number	Vendor Number	Vendor Name	Amount
12673187	6431	AMAZON.COM – Books, Materials/Supplies	\$14,852.93
12673188	3947	ATKINSON ANDELSON LOYA RUUD & ROMO – Legal	\$3,478.13
12673189	7167	AVERIE GRACE DESIGNS – Materials/Supplies	\$762.55
12673190	153	BOOKSOURCE – Books	\$747.88
12673191	7796	LUCIANNA BORBA – Other Services	\$500.00
12673192	1681	BRUSTEIN & MANASEVIT PLLC – Travel/Conference	\$1,380.00
12673193	5036	CALIFORNIA KEYBOARDS – Materials/Supplies	\$1,973.31
12673194	4178	COOK'S COMMUNICATION – Materials/Supplies	\$1,070.69
12673195	416	DEMCO INC. – Materials/Supplies	\$240.43
12673196	7818	ROBERT DUGAN – Reimburse-Mileage	\$284.70
12673197	7206	EBLI – Other Services	\$1,575.00
12673198	7427	EDUCATION.COM – Other Services	\$150.00
12673199	4092	FITNESS FINDERS INC – Materials/Supplies	\$193.25
12673200	5300	FREEWAY TOYOTA OF HANFORD – Equipment	\$39,759.68
12673201	1393	GAS COMPANY – Utilities	\$1,289.15
12673202	3656	HANFORD AUTO & TRUCK PARTS – Materials/Supplies	\$731.15
12673203	632	CITY OF HANFORD – Utilities	\$28,356.62
12673204	2188	THE HOME DEPOT PRO – Materials/Supplies	\$80.22
12673205	5264	HOUGHTON MIFFLIN HARCOURT – Textbooks, Materials/Supplies	\$26,074.76
12673206	7806	INGRAM BAND SUPPLY LLC – Materials/Supplies	\$320.07
12673207	7688	THE JEREMY ANDERSON GROUP LLC – Books	\$298.00
12673208	808	KINGS WASTE & RECYCLING – Utilities	\$303.92
12673209	808	KINGS WASTE & RECYCLING – Utilities	\$580.00
12673210	7679	LEARNING WITHOUT TEARS – Other Services	\$450.00
12673211	6749	LIVESCHOOL – Other Services	\$2,178.00
12673212	7090	SHANNON LOEWEN – Reimburse-Materials/Supplies	\$400.00
12673213	1058	OFFICE DEPOT – Materials/Supplies, Warehouse Inventory	\$3,292.61
12673214	7798	PESI INC – Travel/Conference	\$719.94
12673215	7346	RMA GEOSCIENCE INC. – Solar Projects	\$8,222.85
12673216	3131	SHERWIN-WILLIAMS CO – Materials/Supplies	\$779.06
12673217	1356	SILVAS OIL COMPANY INC. – Materials/Supplies	\$1,505.04
12673218	4581	TIGER SUPPLIES INC – Materials/Supplies	\$3,099.58
12673219	4522	US AIR CONDITIONING DIST INC. – Materials/Supplies	\$298.24
12673220	2653	VALLEY OXYGEN – Materials/Supplies	\$143.21
12673221	4974	WILBOOKS – Books	\$3,571.78

**Total Amount of All Warrants:**

**\$149,662.75**

**Credit Card Register For Payments  
Dated 11/12/2021**

Document Number	Vendor Number	Vendor Name	Amount
14032098	3893	ALLIED ELECTRIC MOTOR SERV INC – Materials/Supplies	\$402.97
14032099	3618	CURRICULUM ASSOCIATES INC. – Other Services	\$4,500.00
14032100	509	EWING IRRIGATION PRODUCTS – Materials/Supplies	\$1,732.63
14032101	529	FOLLETT SCHOOL SOLUTIONS – Books	\$255.89
14032102	1002	MORGAN & SLATES INC. – Materials/Supplies	\$99.07
14032103	1214	REALLY GOOD STUFF – Materials/Supplies	\$516.91
14032104	1313	SCHOLASTIC TEACHERS STORE – Books	\$562.83

**Total Amount of All Credit Card Payments:****\$8,070.30**

# Warrant Register For Warrants

## Dated 11/19/2021

Warrant Number	Vendor Number	Vendor Name	Amount
12673648	59	ARAMARK UNIFORM & CAREER – Food Services-Services	\$353.43
12673649	6404	ARROW RESTAURANT EQUIP & SUPPLIES INC – Food Services-Supplies	\$2,068.33
12673650	6253	AT&T – Telephone Communications	\$112.22
12673651	7167	AVERIE GRACE DESIGNS – Materials/Supplies	\$929.86
12673652	6469	JENNIFER BAKER – Reissue Reimburse-Other Services	\$44.85
12673653	4119	KRISTINA BALDWIN – Reimburse-Materials/Supplies	\$74.80
12673654	3258	BANK OF AMERICA – Travel/Conference, Materials/Supplies, Other Services	\$1,570.44
12673655	7399	BIMBO BAKERIES USA – Food Services-Food	\$1,065.84
12673656	149	BLICK ART MATERIALS – Materials/Supplies	\$1,389.26
12673657	7802	JAMES CAMACHO – Reimburse-Mileage	\$23.41
12673658	7311	KIMBERLY CARRERA – Reimburse-Materials/Supplies	\$31.98
12673659	3465	CATHERINE A CASTANEDA – Reimburse-Books, Materials/Supplies	\$90.65
12673660	1667	CDW GOVERNMENT INC. – Materials/Supplies	\$747.00
12673661	5794	APRIL CHENNAULT – Reimburse Health Benefits	\$316.64
12673662	7697	KAYLA CLEMENT – Reimburse-Materials/Supplies	\$18.01
12673663	7819	KYLIE COSTELLO – Reimburse-Other Services	\$25.00
12673664	416	DEMCO INC. – Materials/Supplies	\$294.93
12673665	7649	ANTHONY DIAZ – Reimburse-Mileage	\$71.68
12673666	7635	LISA EASTMAN – Reissue Reimburse-Materials/Supplies	\$100.00
12673667	4001	JENNIFER FAUNTLEROY – Reimburse-Materials/Supplies	\$112.75
12673668	3643	FERGUSON ENTERPRISES LLC #686 – Materials/Supplies	\$1,072.51
12673669	2290	ROBERT A. GARCIA – Travel/Conference, Mileage	\$398.96
12673670	4225	KAYE GARRISON – Reimburse-Materials/Supplies	\$113.24
12673671	1393	GAS COMPANY – Utilities	\$2,411.42
12673672	591	GOLD STAR FOODS – Food Services-Food	\$6,297.34
12673673	4300	LESLIE GRIFFITH – Reimburse-Mileage	\$92.29
12673674	3528	LINDSAY HASTINGS – Reimburse-Materials/Supplies	\$37.48
12673675	7740	JOSE IBANEZ – Reimburse-Materials/Supplies	\$16.08
12673676	6573	IXL LEARNING – Other Services	\$899.00
12673677	7800	J & H AEROSPACE – Materials/Supplies	\$77.00
12673678	778	KEENAN & ASSOC. MED. EYE SERV. – Health/Welfare Benefits	\$10,895.20
12673679	3760	KINGS COUNTY AIR – Materials/Supplies	\$3,973.00
12673680	6806	STEPHANIE LLAMAS – Reimburse-Materials/Supplies	\$35.85
12673681	6657	FRANK LOURENCO – Reimburse-Travel/Conference	\$30.00
12673682	4704	KELLEY MAYFIELD – Reimburse-Mileage	\$72.80
12673683	7336	LAURA MCCARTY – Reimburse-Books	\$212.96
12673684	351	CHERYLL MCGUIRE – Reissue Reimburse-Other Services	\$44.85
12673685	7732	METLIFE SMALL MARKET – Health/Welfare Benefits	\$4,525.16
12673686	6654	MEGAN MUNRO – Reimburse-Materials/Supplies	\$386.69
12673687	3072	JENNIFER PITKIN – Reissue Reimburse-Other Services	\$10.00
12673688	1168	PRODUCERS DAIRY PRODUCTS – Food Services-Food	\$6,034.66
12673689	4465	CYNTHIA PURSELL – Reimburse-Materials/Supplies	\$181.41
12673690	2993	TIM REVIOUS – Travel/Conference, Mileage	\$398.96
12673691	5898	ANNELIESE ROA – Food Services-Travel/Conference, Mileage	\$963.35
12673692	1327	SCHOOL SPECIALTY LLC – Warehouse Inventory	\$4,033.46
12673693	7644	SIERRA SANITATION INC – Services	\$483.65
12673694	1367	SISC III – Health/Welfare Benefits	\$632,030.00
12673695	1801	SMART & FINAL STORES (HFD KIT) – Food Services-Food	\$5.58

**Warrant Register For Warrants  
Dated 11/19/2021**

Warrant Number	Vendor Number	Vendor Name	Amount
12673696	1403	STANISLAUS FOUNDATION – DENTAL – Health/Welfare Benefits	\$10,930.50
12673697	1403	STANISLAUS FOUNDATION – DENTAL – Health/Welfare Benefits	\$9,114.45
12673698	6921	GREG STRICKLAND – Travel/Conference, Mileage	\$593.36
12673699	1444	SYSCO FOODSERVICES OF MODESTO – Food Services-Food	\$20,240.15
12673700	4494	ROBERTA VASQUEZ – Reimburse-Materials/Supplies	\$340.65
12673701	7813	WHOOO'S READING – Other Services	\$150.00
<b>Total Amount of All Warrants:</b>			<b>\$726,543.09</b>

**Credit Card Register For Payments  
Dated 11/19/2021**

Document Number	Vendor Number	Vendor Name	Amount
14032156	3599	4IMPRINT INC – Materials/Supplies	\$1,613.49
14032157	2	A-Z BUS SALES INC – Materials/Supplies	\$1,716.56
14032158	415	DELRAY TIRE & RETREADING INC. – Services/Repair	\$3,044.69
14032159	3653	HEINEMANN PUBLISHING – Books, Materials/Supplies	\$1,284.74
14032160	3336	HOBART CORPORATION – Food Services-Services/Repair	\$416.50
14032161	1313	SCHOLASTIC TEACHERS STORE – Books	\$519.05
14032162	1753	SMILEMAKERS – Materials/Supplies	\$456.94
14032163	1637	WOODWIND & BRASSWIND – Materials/Supplies	\$128.06

**Total Amount of All Credit Card Payments:****\$9,180.03**

# Warrant Register For Warrants

## Dated 11/29/2021

Warrant Number	Vendor Number	Vendor Name	Amount
12674355	6431	AMAZON.COM – Books, Materials/Supplies	\$8,067.60
12674356	6253	AT&T – Telephone Communications	\$2,521.71
12674357	91	AUTOMATED OFFICE SYSTEMS – Services/Repair	\$5,903.56
12674358	5748	BMX FREESTYLE TEAM LLC – Other Services	\$1,550.00
12674359	153	BOOKSOURCE – Books	\$638.46
12674360	4654	CLASSIC SOCCER – Materials/Supplies	\$218.79
12674361	7697	KAYLA CLEMENT – Reimburse-Materials/Supplies	\$21.46
12674362	3089	COMMITTEE FOR CHILDREN – Other Services	\$2,630.00
12674363	3611	CONSCIOUS TEACHING LLC – Other Services	\$6,000.00
12674364	6545	CANDACE CREWSE – Reimburse-Materials/Supplies	\$146.85
12674365	405	DASSEL'S PETROLEUM INC. – Materials/Supplies	\$9,163.32
12674366	3305	GILBERT ELECTRIC COMPANY – Services/Repair	\$3,200.00
12674367	7528	GLOBAL INDUSTRIAL – Materials/Supplies	\$194.58
12674368	2157	YOLANDA GOMES – Reimburse-Materials/Supplies	\$39.69
12674369	5216	HANFORD ELEMENTARY SCHOOL DISTRICT – Insurance	\$5,000.00
12674370	647	HANFORD JT. UNION HIGH SCHOOL – Other Services	\$455.49
12674371	687	HIGH NOON BOOKS – Books	\$671.21
12674372	2427	HOME DEPOT CREDIT SERVICES – Materials/Supplies	\$987.30
12674373	2188	THE HOME DEPOT PRO – Materials/Supplies	\$5,752.37
12674374	735	INSTITUTE FOR EDUCATIONAL – Travel/Conference	\$279.00
12674375	7056	JH TACKETT MARKETING – Materials/Supplies	\$1,097.55
12674376	759	DARYL L. JOHNSON – Reimburse-Materials/Supplies	\$45.00
12674377	4846	KINGS AREA RURAL TRANSIT – Materials/Supplies	\$65.00
12674378	5144	HELEN KISSLING – Reimburse-Materials/Supplies	\$58.87
12674379	6986	MORGAN LAMBERT – Reimburse-Materials/Supplies	\$325.86
12674380	7521	LITERACY RESOURCES LLC – Books, Materials/Supplies	\$313.15
12674381	7260	LOWE'S PRO SERVICES – Materials/Supplies	\$1,438.66
12674382	1021	NASCO – Materials/Supplies	\$81.56
12674383	5432	SARAH PRINCETTA – Reimburse-Materials/Supplies	\$295.79
12674384	7445	PRO-PT – Other Services	\$330.00
12674385	5764	QUINN COMPANY – Materials/Supplies	\$2,009.10
12674386	4827	RAYMOND GEDDES & CO. INC. – Materials/Supplies	\$752.27
12674387	7751	JOSE ROSAS – Reimburse-Mileage	\$94.86
12674388	2013	MICHELLE SCHOFIELD – Reimburse-Materials/Supplies	\$131.10
12674389	1392	SOUTHERN CALIFORNIA EDISON CO. – Utilities	\$28,403.45
12674390	2031	SOUTHWEST SCH & OFFICE SUPPLY – Warehouse Inventory	\$3,891.89
12674391	1403	STANISLAUS FOUNDATION – DENTAL – Health/Welfare Benefits	\$9,284.50
12674392	1405	STAPLES CREDIT PLAN – Materials/Supplies	\$210.19
12674393	2277	BRIAN STONE – Reimburse-Materials/Supplies	\$83.22
12674394	5946	THE HARTFORD – Health/Welfare Benefits	\$1,458.42
12674395	1558	VERIZON WIRELESS – Telephone Communications	\$1,156.82

**Total Amount of All Warrants:**

**\$104,968.65**

**Credit Card Register For Payments  
Dated 11/29/2021**

Document Number	Vendor Number	Vendor Name	Amount
14032213	179	BUDDY'S TROPHIES – Materials/Supplies	\$416.40
14032214	529	FOLLETT SCHOOL SOLUTIONS – eBooks	\$2,954.80
14032215	3653	HEINEMANN PUBLISHING – Materials/Supplies	\$13,847.60
14032216	831	LAKESHORE LEARNING MATERIALS – Materials/Supplies	\$342.13
14032217	1071	ORIENTAL TRADING CO. INC. – Materials/Supplies	\$137.47
14032218	1313	SCHOLASTIC TEACHERS STORE – Books	\$294.02
14032219	4708	SCHOOL SPECIALTY PUBLISHING – Books, Materials/Supplies	\$1,365.14
<b>Total Amount of All Credit Card Payments:</b>			<b>\$19,357.56</b>

# Warrant Register For Warrants

## Dated 12/03/2021

Warrant Number	Vendor Number	Vendor Name	Amount
12674672	7822	MIGUEL ACOSTA – Reimburse-Materials/Supplies	\$249.33
12674673	4566	ALLIED STORAGE CONTAINERS – Services/Repair	\$273.49
12674674	59	ARAMARK UNIFORM & CAREER – Food Services-Other Services	\$350.39
12674675	6253	AT&T – Telephone Communications	\$132.34
12674676	1690	BATTERY SYSTEMS – Materials/Supplies	\$610.86
12674677	7399	BIMBO BAKERIES USA – Food Services-Food	\$1,392.51
12674678	7826	BROOKS BROCKETT – Reissue Payroll Refund	\$20.99
12674679	176	BSN SPORTS – Warehouse Inventory	\$173.68
12674680	236	STATE OF CALIFORNIA – Other Services	\$1,302.00
12674681	7396	CAMERON'S CONCRETE INC. – Services/Repair	\$33,131.00
12674682	6236	ALEXANDRIA CODAY – Reimburse-Other Services	\$13.46
12674683	3089	COMMITTEE FOR CHILDREN – Other Services	\$2,259.00
12674684	7779	SHEILA DIZON – Reimburse-Mileage	\$6.27
12674685	7635	LISA EASTMAN – Reimburse-Materials/Supplies	\$400.00
12674686	4092	FITNESS FINDERS INC – Materials/Supplies	\$417.97
12674687	7824	MARTIN C. ACCOUNTANCY CORP GARCIA – Other Services	\$2,100.00
12674688	1393	GAS COMPANY – Utilities	\$3,608.63
12674689	591	GOLD STAR FOODS – Food Services-Food	\$6,155.29
12674690	506	HAND2MIND INC – Materials/Supplies	\$10,345.81
12674691	632	CITY OF HANFORD – Utilities	\$15,668.14
12674692	6440	CHRISTINA HECKATHORN – Reissue Payroll Refund	\$22.74
12674693	687	HIGH NOON BOOKS – Books	\$709.03
12674694	5855	HOBBY LOBBY – Materials/Supplies	\$894.45
12674695	2188	THE HOME DEPOT PRO – Warehouse Inventory	\$7,495.01
12674696	711	THE HORN SHOP – Services/Repair	\$170.26
12674697	7748	INKHEAD – Materials/Supplies	\$2,236.06
12674698	7457	KG COMMUNICATIONS INC. – Other Services	\$1,174.45
12674699	802	KINGS COUNTY PIPE & SUPPLY – Materials/Supplies	\$238.20
12674700	3782	KINGS COUNTY SPORTS OFFICIALS – Other Services	\$5,460.00
12674701	986	LAWNMOWER MAN – Materials/Supplies	\$1,057.25
12674702	6654	MEGAN MUNRO – Reimburse-Other Services	\$14.95
12674703	4188	CHAD NIELSEN – Reimburse-Mileage	\$40.26
12674704	5111	P & R PAPER SUPPLY COMPANY INC – Food Services-Materials/Supplies	\$6,528.60
12674705	7131	ASHLEY PERICO – Reimburse-Materials/Supplies	\$190.56
12674706	1168	PRODUCERS DAIRY PRODUCTS – Food Services-Food	\$6,639.49
12674707	4827	RAYMOND GEDDES & CO. INC. – Materials/Supplies	\$1,003.75
12674708	1232	RICHARD'S TREE SERVICE – Services/Repair	\$1,000.00
12674709	4511	DOUG ROSE – Reimburse-Materials/Supplies	\$42.89
12674710	5067	RUSSELL SIGLER INC – Materials/Supplies	\$236.33
12674711	5079	SCHOOL KIDS HEALTHCARE – Warehouse Inventory	\$58.99
12674712	7113	AMANDA SEWELL – Reimburse-Materials/Supplies	\$600.00
12674713	6826	SITELOGIQ – King, Monroe, Simas Solar Shade Projects	\$420,435.67
12674714	1801	SMART & FINAL STORES (HFD KIT) – Food Services-Food	\$166.13
12674715	1404	STANISLAUS FOUNDATION – ADMIN – Health/Welfare Benefits	\$2,781.25
12674716	7673	STEPHEN L. HAHN INSPECTIONS – Richmond Modernization Project	\$3,375.00
12674717	5622	JOANNA STONE – Reimburse-Mileage	\$142.29
12674718	1444	SYSCO FOODSERVICES OF MODESTO – Food Services-Food	\$10,876.53
12674719	2653	VALLEY OXYGEN – Materials/Supplies	\$49.81



**Warrant Register For Warrants  
Dated 12/03/2021**

<b>Warrant Number</b>	<b>Vendor Number</b>	<b>Vendor Name</b>	<b>Amount</b>
12674720	1558	VERIZON WIRELESS – Telephone Communications	\$1,368.14
12674721	6943	WEST VALLEY SUPPLY – Materials/Supplies	\$980.51
12674722	4974	WILBOOKS – Books	\$1,322.88
12674723	3863	WILLIAM WILKINSON – Reimburse-Mileage	\$64.51
12674724	4152	LAURIE YOUNG – Reimburse-Other Services	\$13.46
12674725	2822	GRISELDA YRIGOLLEN – Reimburse-Materials/Supplies	\$383.72
<b>Total Amount of All Warrants:</b>			<b>\$556,384.33</b>

## Credit Card Register For Payments

### Dated 12/03/2021

Document Number	Vendor Number	Vendor Name	Amount
14032256	3599	4IMPRINT INC – Materials/Supplies	\$2,940.31
14032257	529	FOLLETT SCHOOL SOLUTIONS – Books	\$2,049.63
14032258	827	LA TAPATIA TORTILLERIA INC. – Food Services-Food	\$801.99
14032259	831	LAKESHORE LEARNING MATERIALS – Warehouse Inventory	\$6,378.69
14032260	1071	ORIENTAL TRADING CO. INC. – Materials/Supplies	\$2,101.11
14032261	1147	POSITIVE PROMOTIONS – Materials/Supplies	\$653.33
14032262	1214	REALLY GOOD STUFF – Materials/Supplies	\$1,621.76
14032263	1316	SCHOLASTIC CLASSROOM MAGAZINES – Materials/Supplies	\$163.63
14032264	1466	TERMINIX INTERNATIONAL – Food Services-Services	\$40.00
14032265	1702	TRIPLE J CONCRETE – Materials/Supplies	\$101.58
<b>Total Amount of All Credit Card Payments:</b>			<b>\$16,852.03</b>

Hanford Elementary School District  
*Minutes of the Regular Board Meeting*  
*November 10, 2021*

Minutes of the Regular Board Meeting of the Hanford Elementary School District Board of Trustees on November 10, 2021 at the District Office Board Room, 714 N. White Street, Hanford, CA.

**Call to Order** President Garcia called the meeting to order at 5:30 p.m. Trustee Hernandez, Revious and Strickland 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, Robert Heugly, Jaime Martinez, Karen McConnell, William Potter, Jill Rubalcava and Jay Strickland.

**CLOSED SESSION**

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

- Student Discipline pursuant to Education Code section 48918

**Open Session** Trustees returned to open session at 5:37 p.m.

**Case #22-03** Trustee Revious moved to accept the Findings of Facts and expel Case #22-03 for the remainder of the 2021-22 school year for violation of Education Code 48900 and/or 48915 as determined by the Administrative Panel at hearings held on November 8, 2021. Trustee Strickland seconded; motion carried 4-0:

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

**Public Hearing: Educator Effectiveness Block Grant Expenditure Plan** At 5:38 p.m. President Garcia opened the Public Hearing for the Hanford Elementary School District Educator Effectiveness Block Grant Expenditure Plan.

**Block Grant Expenditure Plan** Robert Heugly, Learning Director, presented a PowerPoint presentation on the HESD's Educator Effectiveness Block Grant Expenditure Plan. He shared the Educator Effectiveness Block Grant (EEBG) is a program providing funds to county offices of education, school districts, charter schools, and state special schools to provide professional learning and to promote educator equity, quality, and effectiveness. The funds will go into 2025-2026 school year. The amount awarded to HESD is \$1,393,940.00. Robert went on to show the breakdown of where the funds will be utilized. Trustee Strickland asked if we have 5 years to spend the money. Robert answered yes.

President Garcia called for questions from the public, and there being none the Public Hearing was closed at 5:41 p.m.

## **PRESENTATION, REPORTS AND COMMUNICATIONS**

### **Public Comments**

Diane Sharp, Vice Mayor of Hanford, introduced herself and Brad Albert, Director of Parks and Community Services. She stated they came to thank the District for being at the front navigating through these tough times with COVID and always looking for the best interest of the parents, teachers, and students. Diane added they are looking to building a partnership where both entities can work together. They came with respect and appreciation for what the District does. Brad added they have an event starting the week of November 20<sup>th</sup>. Hanford will host its first ever Winter Wonderland. They are inviting the entire community to come out. There will be food venders and live music. They are offering the District 100 complimentary tickets as incentives to students of the District's choice.

Trustee Garcia asked how many days the event will run? Brad answered from November 20<sup>th</sup> through January 4<sup>th</sup>. Monday to Friday from 4:00 pm to 10:00 pm, Saturday from 12:00 pm to 10:00 pm and Sunday from 12:00 pm to 8:00 pm. Assistant Superintendent, Karen McConnell, asked about admission cost. Brad stated it's a 30-minute session for \$15 and it includes the ice-skates.

### **Board and Staff Comments**

Superintendent Joy Gabler stated at the last meeting Board meeting a workshop regarding Trustee Area Redistricting was presented. We have received two map scenarios with demographics from Odell Planning & Research, Inc. The maps are available in our public website and they will be available for 2 weeks for any feedback. Superintendent Gabler added that a notice will be sent to all parents to inform them about the maps and feedback window.

President Garcia stated he had the opportunity to visit Hamilton and MLK. He was happy to see the kids back on campus and recognized the hard work both principals are doing. At Hamilton he was able to visit some classrooms with Mrs. Pitkin and he could see the pride the school has. The teachers and kids are engaged. He saw one student was having a bad day and the counselor went to speak with her and started to calm her down. The counselor has a sign on her door for students - if the child needs to talk he/she can leave comments in a box. At MLK he got to visit the student store. The students receive tokens throughout the day that they can redeem at the store. He said it was very nice to see the students work the store. In order for them to help with the store students have to fill out an application and have an interview just like they would in a real job. He believes those are great skills they will learn and take with them when they leave the school.

### **Requests to Address the Board**

None

### **Dates to Remember**

President Garcia reviewed dates to remember: Holiday-Veteran's Day – November 11<sup>th</sup>; Parent Teacher Conferences – November 22<sup>nd</sup> & November 23<sup>rd</sup>; Thanksgiving Break – November 23<sup>rd</sup> through November 26<sup>th</sup>.

## CONSENT ITEMS

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

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

Trustee Strickland then made a motion to approve consent items "a" through "d". Trustee Revious 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 20, 2021; October 22, 2021 and October 29, 2021.
- b) Minutes of Regular Board Meeting held on October 27, 2021.
- c) Interdistrict transfers as recommended.
- d) Donation of 200 food baskets from St. Brigid Community Outreach Center for the Thanksgiving Holiday.

Trustee Strickland thanked the donors for their generous donations.

## INFORMATION ITEMS

### **Monthly Financial Report 7/1/21- 10/30/21**

- a) David Endo, Chief Business Official, presented for information the monthly financial report for the periods of 07/01/21 – 10/30/21. He stated everything is going according to plan.

### **2021-2022 Annual Williams Report**

- b) Joy Gabler, Superintendent, presented for information the 2021-2022 Annual Williams Report. She was pleased to share that the visits at Hamilton, MLK and Lincoln was successful with zero findings thanks to the entire staff.

### **BP/AR 5141.52**

- c) Doug Carlton, Director of Program Development, Assessment & Accountability, presented for information the following revised Board Policy and Administrative Regulation:
  - BP/AR 5141.52 – Suicide Prevention

### **BP/AR 6020**

- d) Doug Carlton, Director of Program Development, Assessment & Accountability, presented for information the following revised Board Policy and Administrative Regulation:
  - BP/AR 6020 – Parent Involvement

- BP/AR 5145.7** e) Doug Carlton, Director of Program Development, Assessment & Accountability, presented for information the following revised Board Policy and Administrative Regulation:
- BP/AR 5145.7 – Sexual Harassment

- AR/E 5145.71** f) Doug Carlton, Director of Program Development, Assessment & Accountability, presented for information the following revised Board Policy and Administrative Regulation:
- AR/E 5145.71 – Title IX Sexual Harassment Complaint Procedures

## **BOARD POLICIES AND ADMINISTRATION**

- Change Order #4** a) Trustee Strickland made a motion to approve the change order #4 for the Richmond Modernization Project. Trustee Revious seconded; motion carried 4-0:
- Garcia – Yes
  - Garner – Absent
  - Hernandez – Yes
  - Revious – Yes
  - Strickland – Yes

- Gonzalez Architects Agreement** b) Trustee Revious made a motion to approve the agreement with Gonzalez Architects for the architectural design and construction administration services for the exterior painting at Hamilton Elementary School. Trustee Hernandez seconded; motion carried 4-0:
- Garcia – Yes
  - Garner – Absent
  - Hernandez – Yes
  - Revious – Yes
  - Strickland – Yes

- Award – Roosevelt Modernization Project** c) Trustee Strickland made a motion to approve the award for the Roosevelt Modernization Project. Trustee Hernandez seconded; motion carried 4-0:
- Garcia – Yes
  - Garner – Absent
  - Hernandez – Yes
  - Revious – Yes
  - Strickland – Yes

## **PERSONNEL**

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

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

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

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

***Item "a" –  
Employment***

The following items were approved:

Certificated

- Serena Dill, Teacher, Probationary I, King, effective 11/22/21

Classified

- Mandi Hansen, Temporary School Operations Officer – 8.0 hours, Rover, effective 11/1/21
- Kimberly Jimenez, Educational Tutor – 4.5 hrs., Jefferson, effective 10/28/21
- Anali Rangel Ramirez, READY Program Tutor – 4.5 hrs., Washington, effective 11/1/21
- Jessica Wagner, Account Technician II – 8.0 hrs., Fiscal Services, effective 11/1/21

Classified Temp/Subs

- Arlet Alatorre, Substitute Special Education Aide, effective 10/20/21

Short Term Employees

- Roxanna Gutierrez, Short-Term Bilingual LVN – 5.5 hrs., effective 11/1/21-12/17/21 REVISED
- April Tamayo-Alatorre, Short-Term Clerk Typist I – 8.0 hrs., effective 11/1/21-12/17/21

Administrative Transfer

- Allen Christian Altamirano, from Special Circumstance Aide – 5.75 hrs., Richmond, to Special Circumstance Aide – 5.75, Monroe, effective 10/6/21

***Item "b" –  
Salary/Wage  
Schedule***

- 2021-2022 Management/Professional Specialist/Confidential Salary Schedule (revised)

***Item "c" –  
Resignations***

- Benito Avila, READY Program Tutor – 4.5 hrs., Jefferson, effective 11/1/21
- Brenda Naranjo, Teacher, Washington, effective 11/3/21

**FINANCIAL**

**1st Interim  
Report**

David Endo, Chief Business Official, presented a PowerPoint presentation for the 1<sup>st</sup> Interim Report. He reviewed the budget reporting timeline and the local control funding formula (LCFF). He stated LCFF is how we generate funds. He reviewed the two major components of LCFF and the additional funding of average daily attendance (ADA) from free/reduced, foster and English learners' students. He stated something important to make a note of is the funding for 2021-2022 is based off 2019-2020's ADA. Due to the COVID shut down this year we received what we have been receiving for the past year. Each year our ADA drops, that means less money for next year based on this year's ADA. He reviewed the

Districtwide Census Day Enrollment chart showing a drastic drop in enrollment for the past 3 years and the Census Day Enrollment by Site showing Lincoln and Washington have been hit the hardest. David then reviewed the Districtwide LCFF funding over the years and enrollment trends stating it doesn't look good. We have far fewer students than last year. He also reviewed General Fund Budget Comparison and other HESD District Funds. David then reviewed the Multi-Year Projection Assumptions and stated there is difference of 788 ADA which equals to about \$9,000,000.00 decrease in funding. He also reviewed the districtwide projected LCFF funding, multiyear projection and what we can look forward to.

- a) Trustee Revious made a motion to approve the 1<sup>st</sup> Interim Report. Trustee Hernandez seconded; motion carried 4-0:
- Garcia – Yes
  - Garner – Absent
  - Hernandez – Yes
  - Revious – Yes
  - Strickland – Yes

- Resolution #9-22** b) Trustee Strickland made a motion to adopt Resolution #9-22: 2021-2022 Budget Revisions – 1<sup>st</sup> 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 15, 2021. Trustee Hernandez seconded; motion carried 4-0:
- Garcia – Yes
  - Garner – Absent
  - Hernandez – Yes
  - Revious – Yes
  - Strickland – Yes

**Adjournment** There being no further business, President Garcia adjourned the meeting at 6:35 p.m.

Respectfully submitted,

Joy C. Gabler,  
Secretary to the Board of Trustees

Approved:

\_\_\_\_\_  
Robert Garcia, President

\_\_\_\_\_  
Lupe Hernandez, Clerk



No	A/D	Sch Req'd	Home Sch	Date
I-219	A	Jefferson	Kit Carson	12/06/2021
I-220	A	Wilson	Armona	12/06/2021
I-221	A	King	Armona	12/06/2021
I-222	A	King	Armona	12/06/2021
I-223	A	Monroe	Pioneer	12/06/2021
I-224	A	Monroe	Pioneer	12/06/2021
I-225	A	Roosevelt	Armona	12/06/2021
I-226	A	Roosevelt	Lakeside	12/06/2021
I-227	A	Kennedy	Armona	12/06/2021
I-228	A	Kennedy	Pioneer	12/06/2021
I-229	A	Wilson	Armona	12/06/2021
I-230	A	Simas	Pioneer	12/06/2021
I-231	A	Richmond	Kit Carson	12/06/2021
I-232	A	Richmond	Kit Carson	12/06/2021
I-233	D	Roosevelt	Armona	12/06/2021
I-234	D	Roosevelt	Armona	12/06/2021
I-235	D	Roosevelt	Armona	12/06/2021
I-236	A	Monroe	Pioneer	12/06/2021
I-237	A	Wilson	Pioneer	12/06/2021
I-238	A	King	Lemoore	12/06/2021
I-239	A	Washington	Pioneer	12/06/2021

No	A/D	Sch Req'd	Home Sch	Date
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O-153	A	Armona	King	12/06/2021
O-154	A	Lakeside	Wilson	12/06/2021
O-155	A	Armona	Wilson	12/06/2021
O-156	A	Kit Carson	Washington	12/06/2021
O-157	A	Lemoore	King	12/06/2021
O-158	A	Lemoore	King	12/06/2021

## HANFORD ELEMENTARY SCHOOL DISTRICT

## AGENDA REQUEST FORM

TO: Joy Gabler

FROM: Cynthia Pursell



DATE: 11/19/21

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

FOR: ☐ Information  
☒ Action

Date you wish to have your item considered: 12/15/21

**ITEM:** Consider for approval the donations to Lincoln Elementary from Griselda Yrigollen, the Felix Family, the Mora Family and Friends, in Memory of Lupe Felix. Items donated include: Duffle bags, clothing items such as a weeks worth of clothes and undergarments, shoes, and gift cards for our Homeless and Foster youth.


**PURPOSE:** For students.

**FISCAL IMPACT:** None

**RECOMMENDATIONS:** Approved donations.

## HANFORD ELEMENTARY SCHOOL DISTRICT

## AGENDA REQUEST FORM

TO: Joy Gabler  
FROM: Cynthia Pursell   
DATE: 11/19/21

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

FOR: ☐ Information  
☒ Action

Date you wish to have your item considered: 12/15/21

**ITEM:** Consider for approval the donations to Lincoln Elementary from an Anonymous donor of the following items: Twelve, \$200 gift cards to Foods Co. for families in need.

**PURPOSE:** For students.

**FISCAL IMPACT:** None

**RECOMMENDATIONS:** Approved donations.

## HANFORD ELEMENTARY SCHOOL DISTRICT

**Agenda Request Form**

**TO:** Board of Trustees

**FROM:** Joy Gabler

**DATE:** 11/23/2021

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

**FOR:** ( ) Information  
(X) Action

Date you wish to have your item considered: December 15, 2021

**ITEM:** Consider approval of donations to Hanford Elementary School District from: Aaron's Community Outreach Program in amount of \$1,500.00.

**PURPOSE:** To be used for HESD students.

**FISCAL IMPACT:** Increase amount of \$1,500.00

**RECOMMENDATION:** Approve donation.

## HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Joy C. Gabler

FROM: David Endo

DATE: 12/06/2021

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

FOR: ☒ Information  
☐ Action

Date you wish to have your item considered: 12/15/2021

**ITEM:**

Receive for information monthly financial reports for the period of 07/01/2021-11/30/2021.

**PURPOSE:**

Attached are financial summaries for all of the District funds for the period of 07/01/2021-11/30/2021.

**FISCAL IMPACT:**

The financial reports are informational only.

**RECOMMENDATIONS:**

Receive the monthly financial reports.

13 Hanford Elementary School District  
 Fiscal Year: 2022  
 Requested by dendo

## Fiscal Position Report

November 2021

Page 1 of 12

12/1/2021 11:29:36AM

Fund: 0100 General Fund

		November Amount	YTD Amount	Revised Budget	% of Budget	% Remain
<b>BEGINNING BALANCE</b>						
Net Beginning Balance	9791-9795		\$21,183,330.32	\$21,183,330.32		
<b>REVENUES</b>						
1) LCFF Sources	8010-8099	\$311,818.70	\$18,174,744.72	\$66,455,305.00	27.35	72.65
2) Federal Revenues	8100-8299	(\$67,093.56)	\$1,920,260.18	\$11,132,444.10	17.25	82.75
3) Other State Revenues	8300-8599	(\$273,107.69)	\$1,154,323.36	\$9,037,105.47	12.77	87.23
4) Other Local Revenues	8600-8799	\$2,180.26	\$758,084.42	\$2,898,827.13	26.15	73.85
<b>5) Total, Revenues</b>		<b>(\$26,202.29)</b>	<b>\$22,007,412.68</b>	<b>\$89,523,681.70</b>	<b>24.58</b>	<b>75.42</b>
<b>EXPENDITURES</b>						
1) Certificated Salaries	1000-1999	\$3,009,906.43	\$13,690,243.51	\$35,485,179.00	38.58	61.42
2) Classified Salaries	2000-2999	\$1,160,184.89	\$5,919,903.91	\$14,306,752.22	41.38	58.62
3) Employee Benefits	3000-3999	\$1,665,967.56	\$6,802,922.47	\$22,898,105.14	29.71	70.29
4) Books and Supplies	4000-4999	\$179,827.32	\$1,467,631.97	\$5,044,323.04	29.09	70.91
5) Services, Oth Oper Exp	5000-5999	\$177,367.30	\$2,527,822.94	\$6,141,995.39	41.16	58.84
6) Capital Outlay	6000-6999	\$307,461.98	\$1,752,101.86	\$4,854,014.51	36.10	63.90
7) Other Outgo(excl. 7300`s)	7100-7499	(\$285,863.33)	\$236,689.00	\$1,660,258.00	14.26	85.74
8) Direct/Indirect Support	7300-7399	\$0.00	\$0.00	(\$65,000.00)	0.00	100.00
<b>9) Total Expenditures</b>		<b>\$6,214,852.15</b>	<b>\$32,397,315.66</b>	<b>\$90,325,627.30</b>	<b>35.87</b>	<b>64.13</b>
<b>OTHER FINANCING SOURCES/USES</b>						
1) Transfers						
B) Transfers Out	7610-7629	\$0.00	\$100,000.00	\$285,000.00	35.09	64.91
2) Other Sources/Uses						
A) Sources	8930-8979	\$989,260.40	\$989,260.40	\$1,854,863.35	53.33	46.67
3) Contributions	8980-8999	\$0.00	\$0.00	\$0.00	0.00	100.00
<b>4) Total, Other Financing Sources/Uses</b>		<b>\$989,260.40</b>	<b>\$889,260.40</b>	<b>\$1,569,863.35</b>	<b>50.90</b>	<b>49.10</b>
<b>NET INCREASE (DECREASE) IN FUND BALANCE</b>		<b>(\$6,241,054.44)</b>	<b>(\$9,500,642.58)</b>	<b>\$767,917.75</b>		
<b>ENDING FUND BALANCE</b>			<b>\$11,682,687.74</b>	<b>\$21,951,248.07</b>		

13 Hanford Elementary School District  
 Fiscal Year: 2022  
 Requested by dendo

## Fiscal Position Report

November 2021

12/1/2021 11:29:36AM

Fund: 0800 Student Activity Special Revenue Fund

		November Amount	YTD Amount	Revised Budget	% of Budget	% Remain
<b>BEGINNING BALANCE</b>						
Net Beginning Balance	9791-9795		\$29,382.29	\$29,382.29		
<b>REVENUES</b>						
4) Other Local Revenues	8600-8799	\$0.00	\$0.00	\$0.00	0.00	100.00
<b>5) Total, Revenues</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0.00</b>	<b>100.00</b>
<b>EXPENDITURES</b>						
4) Books and Supplies	4000-4999	\$0.00	\$0.00	\$0.00	0.00	100.00
5) Services, Oth Oper Exp	5000-5999	\$0.00	\$0.00	\$0.00	0.00	100.00
<b>9) Total Expenditures</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0.00</b>	<b>100.00</b>
<b>NET INCREASE (DECREASE) IN FUND BALANCE</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		
<b>ENDING FUND BALANCE</b>			<b>\$29,382.29</b>	<b>\$29,382.29</b>		



13 Hanford Elementary School District  
 Fiscal Year: 2022  
 Requested by dendo

## Fiscal Position Report

November 2021

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Fund: 0900 Charter Schools Fund

		November Amount	YTD Amount	Revised Budget	% of Budget	% Remain
<b>BEGINNING BALANCE</b>						
Net Beginning Balance	9791-9795		\$1.73	\$1.73		
<b>REVENUES</b>						
3) Other State Revenues	8300-8599	\$1,697.00	\$1,697.00	\$0.00	0.00	100.00
<b>5) Total, Revenues</b>		<b>\$1,697.00</b>	<b>\$1,697.00</b>	<b>\$0.00</b>	<b>0.00</b>	<b>100.00</b>
<b>NET INCREASE (DECREASE) IN FUND BALANCE</b>						
		<u>\$1,697.00</u>	<u>\$1,697.00</u>	<u>\$0.00</u>		
<b>ENDING FUND BALANCE</b>						
			<u>\$1,698.73</u>	<u>\$1.73</u>		

13 Hanford Elementary School District  
 Fiscal Year: 2022  
 Requested by dendo

## Fiscal Position Report

November 2021

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Fund: 1300 Cafeteria Fund

		November Amount	YTD Amount	Revised Budget	% of Budget	% Remain
<b>BEGINNING BALANCE</b>						
Net Beginning Balance	9791-9795		\$1,604,481.74	\$1,604,481.74		
<b>REVENUES</b>						
2) Federal Revenues	8100-8299	\$288,520.42	\$332,848.69	\$2,758,770.00	12.07	87.93
3) Other State Revenues	8300-8599	\$17,705.69	\$20,999.71	\$178,681.00	11.75	88.25
4) Other Local Revenues	8600-8799	\$303.50	\$2,598.60	\$112,176.00	2.32	97.68
<b>5) Total, Revenues</b>		<b>\$306,529.61</b>	<b>\$356,447.00</b>	<b>\$3,049,627.00</b>	<b>11.69</b>	<b>88.31</b>
<b>EXPENDITURES</b>						
2) Classified Salaries	2000-2999	\$104,470.03	\$454,352.74	\$1,241,071.00	36.61	63.39
3) Employee Benefits	3000-3999	\$42,076.30	\$166,341.47	\$521,927.00	31.87	68.13
4) Books and Supplies	4000-4999	\$97,576.04	\$506,869.01	\$1,606,101.00	31.56	68.44
5) Services, Oth Oper Exp	5000-5999	\$2,115.81	\$7,056.18	(\$19,987.00)	(35.30)	135.30
8) Direct/Indirect Support	7300-7399	\$0.00	\$0.00	\$65,000.00	0.00	100.00
<b>9) Total Expenditures</b>		<b>\$246,238.18</b>	<b>\$1,134,619.40</b>	<b>\$3,414,112.00</b>	<b>33.23</b>	<b>66.77</b>
<b>NET INCREASE (DECREASE) IN FUND BALANCE</b>		<b>\$60,291.43</b>	<b>(\$778,172.40)</b>	<b>(\$364,485.00)</b>		
<b>ENDING FUND BALANCE</b>			<b>\$826,309.34</b>	<b>\$1,239,996.74</b>		

13 Hanford Elementary School District  
 Fiscal Year: 2022  
 Requested by dendo

## Fiscal Position Report

November 2021

12/1/2021 11:29:36AM

Fund: 1400 Deferred Maintenance Fund

		November Amount	YTD Amount	Revised Budget	% of Budget	% Remain
<b>BEGINNING BALANCE</b>						
Net Beginning Balance	9791-9795		\$101,995.22	\$101,995.22		
<b>REVENUES</b>						
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	\$386.26	\$3,000.00	12.88	87.12
<b>5) Total, Revenues</b>		<b>\$0.00</b>	<b>\$300,386.26</b>	<b>\$303,000.00</b>	<b>99.14</b>	<b>0.86</b>
<b>EXPENDITURES</b>						
5) Services, Oth Oper Exp	5000-5999	\$0.00	\$0.00	\$104,995.22	0.00	100.00
6) Capital Outlay	6000-6999	\$0.00	\$3,311.64	\$130,000.00	2.55	97.45
<b>9) Total Expenditures</b>		<b>\$0.00</b>	<b>\$3,311.64</b>	<b>\$234,995.22</b>	<b>1.41</b>	<b>98.59</b>
<b>NET INCREASE (DECREASE) IN FUND BALANCE</b>		<b>\$0.00</b>	<b>\$297,074.62</b>	<b>\$68,004.78</b>		
<b>ENDING FUND BALANCE</b>			<b>\$399,069.84</b>	<b>\$170,000.00</b>		

13 Hanford Elementary School District  
 Fiscal Year: 2022  
 Requested by dendo

## Fiscal Position Report

November 2021

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Fund: 1500 Pupil Transportation Equip

		November Amount	YTD Amount	Revised Budget	% of Budget	% Remain
<b>BEGINNING BALANCE</b>						
Net Beginning Balance	9791-9795		\$193,177.05	\$193,177.05		
<b>REVENUES</b>						
4) Other Local Revenues	8600-8799	\$0.00	\$376.35	\$2,000.00	18.82	81.18
<b>5) Total, Revenues</b>		<b>\$0.00</b>	<b>\$376.35</b>	<b>\$2,000.00</b>	<b>18.82</b>	<b>81.18</b>
<b>OTHER FINANCING SOURCES/USES</b>						
1) Transfers						
A) Transfers In	8910-8929	\$0.00	\$100,000.00	\$100,000.00	100.00	0.00
<b>4) Total, Other Financing Sources/Uses</b>		<b>\$0.00</b>	<b>\$100,000.00</b>	<b>\$100,000.00</b>	<b>100.00</b>	<b>0.00</b>
<b>NET INCREASE (DECREASE) IN FUND BALANCE</b>		<b>\$0.00</b>	<b>\$100,376.35</b>	<b>\$102,000.00</b>		
<b>ENDING FUND BALANCE</b>			<b>\$293,553.40</b>	<b>\$295,177.05</b>		

13 Hanford Elementary School District  
 Fiscal Year: 2022  
 Requested by dendo

## Fiscal Position Report

November 2021

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Fund: 2000 SPECIAL RESERVE FUND FOR OTHER POSTE

		November Amount	YTD Amount	Revised Budget	% of Budget	% Remain
<b>BEGINNING BALANCE</b>						
Net Beginning Balance	9791-9795		\$7,541,190.61	\$7,541,190.61		
<b>REVENUES</b>						
4) Other Local Revenues	8600-8799	\$0.00	\$11,827.30	\$110,000.00	10.75	89.25
<b>5) Total, Revenues</b>		<b>\$0.00</b>	<b>\$11,827.30</b>	<b>\$110,000.00</b>	<b>10.75</b>	<b>89.25</b>
<b>OTHER FINANCING SOURCES/USES</b>						
1) Transfers						
A) Transfers In	8910-8929	\$0.00	\$0.00	\$185,000.00	0.00	100.00
<b>4) Total, Other Financing Sources/Uses</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$185,000.00</b>	<b>0.00</b>	<b>100.00</b>
<b>NET INCREASE (DECREASE) IN FUND BALANCE</b>		<b>\$0.00</b>	<b>\$11,827.30</b>	<b>\$295,000.00</b>		
<b>ENDING FUND BALANCE</b>			<b>\$7,553,017.91</b>	<b>\$7,836,190.61</b>		

13 Hanford Elementary School District  
 Fiscal Year: 2022  
 Requested by dendo

## Fiscal Position Report

November 2021

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Fund: 2120 Building Funds - Local 2

		November Amount	YTD Amount	Revised Budget	% of Budget	% Remain
<b>BEGINNING BALANCE</b>						
Net Beginning Balance	9791-9795		\$6,522,506.38	\$6,522,506.38		
<b>REVENUES</b>						
4) Other Local Revenues	8600-8799	\$0.00	\$9,344.21	\$40,000.00	23.36	76.64
<b>5) Total, Revenues</b>		<b>\$0.00</b>	<b>\$9,344.21</b>	<b>\$40,000.00</b>	<b>23.36</b>	<b>76.64</b>
<b>EXPENDITURES</b>						
6) Capital Outlay	6000-6999	\$0.00	\$0.00	\$0.00	0.00	100.00
<b>9) Total Expenditures</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0.00</b>	<b>100.00</b>
<b>OTHER FINANCING SOURCES/USES</b>						
1) Transfers						
B) Transfers Out	7610-7629	\$1,000,000.00	\$2,500,000.00	\$5,057,471.13	49.43	50.57
<b>4) Total, Other Financing Sources/Uses</b>		<b>(\$1,000,000.00)</b>	<b>(\$2,500,000.00)</b>	<b>(\$5,057,471.13)</b>	<b>49.43</b>	<b>50.57</b>
<b>NET INCREASE (DECREASE) IN FUND BALANCE</b>		<b>(\$1,000,000.00)</b>	<b>(\$2,490,655.79)</b>	<b>(\$5,017,471.13)</b>		
<b>ENDING FUND BALANCE</b>			<b>\$4,031,850.59</b>	<b>\$1,505,035.25</b>		

13 Hanford Elementary School District  
 Fiscal Year: 2022  
 Requested by dendo

## Fiscal Position Report

November 2021

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Fund: 2500 CapitalFacilities Fund

		November Amount	YTD Amount	Revised Budget	% of Budget	% Remain
<b>BEGINNING BALANCE</b>						
Net Beginning Balance	9791-9795		\$489,322.39	\$489,322.39		
<b>REVENUES</b>						
4) Other Local Revenues	8600-8799	\$0.00	\$60,812.46	\$169,000.00	35.98	64.02
<b>5) Total, Revenues</b>		<b>\$0.00</b>	<b>\$60,812.46</b>	<b>\$169,000.00</b>	<b>35.98</b>	<b>64.02</b>
<b>EXPENDITURES</b>						
5) Services, Oth Oper Exp	5000-5999	\$0.00	\$117,504.00	\$165,000.00	71.21	28.79
<b>9) Total Expenditures</b>		<b>\$0.00</b>	<b>\$117,504.00</b>	<b>\$165,000.00</b>	<b>71.21</b>	<b>28.79</b>
<b>NET INCREASE (DECREASE) IN FUND BALANCE</b>		<b>\$0.00</b>	<b>(\$56,691.54)</b>	<b>\$4,000.00</b>		
<b>ENDING FUND BALANCE</b>			<b>\$432,630.85</b>	<b>\$493,322.39</b>		

13 Hanford Elementary School District  
 Fiscal Year: 2022  
 Requested by dendo

## Fiscal Position Report

November 2021

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Fund: 3500 SCHOOL FACILITY PROGRAM

		November Amount	YTD Amount	Revised Budget	% of Budget	% Remain
<b>BEGINNING BALANCE</b>						
Net Beginning Balance	9791-9795		\$227,412.88	\$227,412.88		
<b>REVENUES</b>						
4) Other Local Revenues	8600-8799	\$0.00	\$895.89	\$0.00	0.00	100.00
<b>5) Total, Revenues</b>		<b>\$0.00</b>	<b>\$895.89</b>	<b>\$0.00</b>	<b>0.00</b>	<b>100.00</b>
<b>EXPENDITURES</b>						
5) Services, Oth Oper Exp	5000-5999	\$91.16	\$91.16	\$0.00	0.00	100.00
6) Capital Outlay	6000-6999	\$322,635.24	\$1,979,039.46	\$5,222,151.49	37.90	62.10
<b>9) Total Expenditures</b>		<b>\$322,726.40</b>	<b>\$1,979,130.62</b>	<b>\$5,222,151.49</b>	<b>37.90</b>	<b>62.10</b>
<b>OTHER FINANCING SOURCES/USES</b>						
1) Transfers						
A) Transfers In	8910-8929	\$1,000,000.00	\$2,500,000.00	\$5,057,471.13	49.43	50.57
<b>4) Total, Other Financing Sources/Uses</b>		<b>\$1,000,000.00</b>	<b>\$2,500,000.00</b>	<b>\$5,057,471.13</b>	<b>49.43</b>	<b>50.57</b>
<b>NET INCREASE (DECREASE) IN FUND BALANCE</b>						
		<b>\$677,273.60</b>	<b>\$521,765.27</b>	<b>(\$164,680.36)</b>		
<b>ENDING FUND BALANCE</b>						
			<b>\$749,178.15</b>	<b>\$62,732.52</b>		



13 Hanford Elementary School District  
 Fiscal Year: 2022  
 Requested by dendo

## Fiscal Position Report

November 2021

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Fund: 4000 Special Reserve - Capital Outlay

		November Amount	YTD Amount	Revised Budget	% of Budget	% Remain
<b>BEGINNING BALANCE</b>						
Net Beginning Balance	9791-9795		\$2,142,270.95	\$2,142,270.95		
<b>REVENUES</b>						
4) Other Local Revenues	8600-8799	\$0.00	\$3,359.85	\$21,000.00	16.00	84.00
<b>5) Total, Revenues</b>		<b>\$0.00</b>	<b>\$3,359.85</b>	<b>\$21,000.00</b>	<b>16.00</b>	<b>84.00</b>
<b>NET INCREASE (DECREASE) IN FUND BALANCE</b>						
		<b>\$0.00</b>	<b>\$3,359.85</b>	<b>\$21,000.00</b>		
<b>ENDING FUND BALANCE</b>						
			<b>\$2,145,630.80</b>	<b>\$2,163,270.95</b>		

13 Hanford Elementary School District  
 Fiscal Year: 2022  
 Requested by dendo

## Fiscal Position Report

November 2021

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Fund: 6720 Self-Insurance/Other

		November Amount	YTD Amount	Revised Budget	% of Budget	% Remain
<b>BEGINNING BALANCE</b>						
Net Beginning Balance	9791-9795		\$603,651.46	\$603,651.46		
<b>REVENUES</b>						
4) Other Local Revenues	8600-8799	\$2,838.98	\$170,517.14	\$753,000.00	22.65	77.35
<b>5) Total, Revenues</b>		<b>\$2,838.98</b>	<b>\$170,517.14</b>	<b>\$753,000.00</b>	<b>22.65</b>	<b>77.35</b>
<b>EXPENDITURES</b>						
5) Services, Oth Oper Exp	5000-5999	(\$26,329.09)	\$179,940.26	\$749,000.00	24.02	75.98
<b>9) Total Expenditures</b>		<b>(\$26,329.09)</b>	<b>\$179,940.26</b>	<b>\$749,000.00</b>	<b>24.02</b>	<b>75.98</b>
<b>NET INCREASE (DECREASE) IN FUND BALANCE</b>		<b>\$29,168.07</b>	<b>(\$9,423.12)</b>	<b>\$4,000.00</b>		
<b>ENDING FUND BALANCE</b>			<b>\$594,228.34</b>	<b>\$607,651.46</b>		

## HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Joy C. Gabler

FROM: David Endo

DATE: 12/09/2021

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

FOR: ☒ Information  
☐ Action

Date you wish to have your item considered: 12/15/2021

**ITEM:**

Receive the following Board Policy for information:

BP/AR 3110 – Transfer of Funds

**PURPOSE:**

Policy added to reflect NEW LAW (SB 98, 2020) which authorizes, for the 2020-21 and 2021-22 fiscal years if the state defers any payments owed to districts, the temporary transfer of up to 85 percent of the maximum amount held in any fund or account for the payment of obligations. Item #4 revised to clarify requirements for transfers from special reserve funds for capital outlay or other purposes into the general fund for general operating purposes of the district.

Regulation deleted as it contains the same information as the Board Policy.

**FISCAL IMPACT:**

None.

**RECOMMENDATIONS:**

Consider adoption of the following Board Policy at the next board meeting:

BP/AR 3110 – Transfer of Funds

**Policy 3110: Transfer Of Funds**

**Status:** ADOPTED

**Original Adopted Date:** 07/01/2009 | **Last Revised Date:** 03/01/2021 | **Last Reviewed Date:** 03/01/2021

The Governing Board recognizes its responsibility to monitor the district's fiscal practices to ensure accountability regarding the expenditure of public funds and compliance with legal requirements.

The total amount budgeted by the district for each major classification of expenditures, as listed in the California Department of Education's budget forms, shall be the maximum amount which the district may expend for that classification for the school year. (Education Code 42600)

However, when it is in the best interest of the district, the Board may:

1. At any time, adopt a written resolution providing for transfers from the designated fund balance or the unappropriated fund balance to any expenditure classification or between classifications. The resolution shall be filed with the County Superintendent of Schools and the County Auditor. (Education Code 42600)
2. Direct the temporary transfer of monies held in any district fund or account to another fund or account as necessary for the payment of obligations. Such borrowing shall occur only when the fund or account receiving the money will earn sufficient income during the current fiscal year to repay the amount transferred. No more than 75 percent of the maximum amount held in any fund or account during the current fiscal year may be transferred. Amounts transferred shall be repaid in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year. (Education Code 42603)

For the 2020-21 and 2021-22 fiscal years only, if the state defers any payments owed to districts, the Board may direct the temporary transfer of up to 85 percent of the maximum amount held in any fund or account during the current fiscal year for the payment of obligations. Such borrowing shall occur only when the fund or account receiving the money will earn sufficient income during the current fiscal year to repay the amount transferred. Prior to exercising this authority, the Board shall hold a public hearing and adopt a resolution authorizing such transfer. (Education Code 42603.1)

3. At the close of a school year, request that the County Superintendent make transfers between the designated fund balance or the unappropriated fund balance and any expenditure classification(s), or balance any expenditure classifications of the district budget as necessary for the payment of obligations incurred during that school year. (Education Code 42601)
4. If any special reserve funds that are maintained for capital outlay or other purposes pursuant to Education Code 42842 are not actually encumbered for ongoing expenses, transfer those monies into the general fund for the general operating purposes of the district. If any monies remain in the special reserve fund at the conclusion of a project, the Board may submit a written request to the County Superintendent, Auditor, and Treasurer to discontinue the special reserve fund and transfer those monies to the district's general fund. (Education Code 42841-42843)
5. Transfer monies between other funds or accounts when authorized by law.

**Board Policy Manual**  
**Hanford Elementary School District**

**Regulation 3110: Transfer Of Funds**

**Status: ADOPTED**

**Original Adopted Date:** 05/16/2001

~~Transfers may be made from the designated fund balance or the unappropriated fund balance to any expenditure classification or between expenditure classifications by the Board of Trustees on adoption of a resolution by a majority vote.~~

~~The resolution must be approved by the County Superintendent of Schools and filed with the county auditor. (Education Code 42600)~~

~~End of the Year Procedures~~

~~At the close of the school year, the County Superintendent of Schools may, with the consent of the Board, identify and make transfers between the designated fund balance or the unappropriated fund balance and any expenditure classification(s) or balance any budget expenditure classifications as necessary to permit the payment of obligations incurred by the district during that school year. (Education Code 41301, 42601)~~

~~Temporary Transfers Between Classifications~~

~~The Board may direct that monies held in any fund or account may be temporarily transferred from one or more of these accounts to another fund or account to be used for the payment of obligations of the district, with limitations as set by Education Code 42603. The transfer shall be accounted for as temporary borrowing and shall not be available for appropriation or be considered income to the borrowing fund or account. (Education Code 42603) Special Reserve Funds~~

~~Upon resolution of the Board, a special reserve fund may be established for such purpose(s) as specified in the resolution. A copy of the resolution shall be filed with the County Superintendent of Schools, as well as the county auditor and treasurer. As necessary, the Board may amend the resolution to specify additional purposes or to withdraw any previously designated purpose. (Education Code 42841)~~

~~The Board may expend the money in the special reserve fund for capital outlay for the purpose specified in the resolution. In addition, unless encumbered for ongoing expenses, the Board may expend money in the fund for the general operating purposes of the district. Any money in a special reserve fund that is maintained for purposes other than capital outlay must be transferred into the district's general fund before it is expended. (Education Code 42842) Deferred Maintenance Funds~~

~~Funds deposited in the district's deferred maintenance fund may be received from any source and shall only be expended for maintenance purposes as provided for in Education Code 17582. (Education Code 17582)~~

~~Upon resolution of the Board, excess local funds deposited in the deferred maintenance fund may be transferred to other expenditure classifications when state funds provided pursuant to Education Code 17584 and 17585 are insufficient to fully match the local funds. The resolution shall be approved by a two-thirds vote of the Board and filed with the County Superintendent of Schools and the county auditor. (Education Code 17583)~~

~~State School Building Funds~~

~~The Board shall transfer to the district state school building fund all funds which are required to be expended for the project for which the apportionment was made. (Education Code 16095)~~

## HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Joy C. Gabler

FROM: David Endo

DATE: 12/09/2021

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

FOR: ☒ Information  
☐ Action

Date you wish to have your item considered: 12/15/2021

**ITEM:**

Receive the following Board Policy for information:

BP/AR 7211 – Developer Fees

**PURPOSE:**

Policy updated to include material formerly in the AR pertaining to responsibilities of the board with respect to levying developer fees, such as conducting a fee justification study, holding a public hearing, and adopting a board resolution. Policy also clarifies the applicability of Government Code 65997, which became operative due to the failure of state bond measure Proposition 13 in March 2020 and gives districts the flexibility to deny or refuse a legislative act involving the planning, use, or development of real property, other than requiring a fee in excess of the fee imposed by law. Policy addresses factors that must be included in the fee justification study based on recent court decision.

Regulation revised to delete board responsibilities pertaining to the imposition of developer fees, now addressed in the BP, and to require the superintendent or designee to provide specified information regarding capital facilities accounts to the board as well as the public.

**FISCAL IMPACT:**

None.

**RECOMMENDATIONS:**

Consider adoption of the following Board Policy at the next board meeting:

BP/AR 7211 – Developer Fees

## Policy 7211: Developer Fees

Status: ADOPTED

Original Adopted Date: ~~05/16/2004~~ 02/01/1999 | Last Revised Date: 06/01/2021  
| Last Reviewed Date: 06/01/2021

In order to finance the construction or reconstruction of school facilities needed to accommodate ~~students coming~~ increased student enrollment resulting from new development, the Governing Board of Trustees may establish, levy, and collect developer fees on residential, commercial, and industrial construction within the district, subject to restrictions specified by law.

### Level 1 Fees: Residential, Commercial and ~~administrative regulation~~ Industrial Construction

#### ~~Appeals Process for Protests by Developers~~

~~The Superintendent or designee shall establish an appeals process for the handling of protests by developers.~~

~~(Education Code 17621)~~

---

Before taking action to establish, increase, or impose Level 1 developer fees, the Board shall conduct a fee justification study which: (Government Code 66001)

1. Identifies the purpose of the fee and the use to which the fee will be put
2. Determines a reasonable relationship between the fee's use and the type of development project for which the fee is imposed
3. Determines a reasonable relationship between the need for the facility and the type of development project for which the fee is imposed
4. Determines a reasonable relationship between the amount of the fee and the cost of the facility or portion of the facility attributed to the development for which the fee is imposed

Before levying developer fees or prior to increasing an existing fee, the Board shall hold a public hearing. The Superintendent or designee shall mail notice of the time and place of the meeting at which a public hearing shall occur, including a general explanation of the matter to be considered and a statement that the required data are available, at least 14 days prior to the meeting to any interested party who has requested such information. Any written request for mailed notices shall be valid for one year from the date on which it is filed unless a renewal request is filed. Renewal requests for mailed notices shall be filed on or before April 1 of each year. The district may charge a fee reasonably related to the cost of providing these materials. (Government Code 66016)

Information on the anticipated amount of fees, other available funds and funding sources, and the estimated cost of planning, land acquisition, and school construction shall be made available to the public at least 10 days before the hearing. (Government Code 66016)

At the hearing, the Board shall adopt a resolution for the levying of the developer fees. (Government Code 66016)

The resolution shall set forth:

1. The purpose of the fee, the use to which the fee is to be put, and the public improvement(s) that the fee will be used to finance (Government Code 66001, 66006)

2. The Board's findings of reasonable relationship which justify the fees pursuant to Government Code 66001

3. If the district requires payment of the fee at a time earlier than the date of final inspection or the issuance of a certificate of occupancy, the district's determination of either of the following conditions which allow collection of the fees at the time when building permits are issued: (Government Code 66007)

a. That the fees are to reimburse the district for previous expenditures

b. That the fees shall be collected for public improvements or facilities for which an account has been established, funds have been appropriated, and the district has adopted a proposed construction schedule or plan

In the case of any commercial or industrial development, the Board shall make findings on either an individual project basis or on the basis of categories of commercial or industrial development. Those categories may include, but are not limited to, the following uses: office, retail, transportation, communications and utilities, light industrial, heavy industrial, research and development, and warehouse. The Board shall also conduct a study to determine the impact of the increased number of employees anticipated to result from the commercial or industrial development upon the cost of providing school facilities within the district. (Education Code 17621)

### **Level 2 Fees: Residential Construction**

In order to impose Level 2 residential construction fees within the limits of Government Code 65995.5, the Board shall, in addition to fulfilling the requirements above for Level 1 fees, undertake the following: (Government Code 65995.5)

1. Make a timely application to the State Allocation Board (SAB) for new construction funding and be determined to be eligible by SAB

2. Conduct and adopt a school facility needs analysis pursuant to Government Code 65995.6

3. Satisfy at least two of the requirements set forth in Government Code 65995.5(b)(3)(A-D)

At least 45 days prior to completion of the school facility needs analysis, the Board shall notify and provide copies of the analysis to the planning commission or agency of the city or county with land use jurisdiction within the district. Upon request of either party, the Board and city or county shall meet within 15 days following notification. (Government Code 65352.2)

The Board shall adopt the school facility needs analysis by resolution at a public hearing. (Government Code 65995.6)

This analysis shall not be adopted until the analysis, in its final form, has been made available to the public for a period of not less than 30 days. Prior to its adoption, the public shall have the opportunity to review and comment on the analysis and the Board shall respond to written comments it receives regarding the analysis. (Government Code 65995.6)

Not less than 30 days prior to the hearing, notice of the time and place of the hearing, including the location and procedure for viewing or requesting a copy of the proposed analysis, shall be published in at least one newspaper of general circulation within the jurisdiction of the district. If there is no paper of general circulation, the notice shall be posted in at least three conspicuous places within the district's jurisdiction not less than 30 days prior to the hearing. (Government Code 65995.6)

In addition, the Superintendent or designee shall mail a copy of the needs analysis not less than 30 days prior to the hearing to any person who has made a written request if the written request was made 45



days prior to the hearing. The district may charge a fee reasonably related to the cost of providing these materials. (Government Code 65995.6)

During the period of public review, the analysis shall be provided to the local agency responsible for land use planning for its review and comment. (Government Code 65995.6)

The school facility needs analysis may be revised at any time. The revision is subject to the same conditions and requirements applicable to the adoption of the analysis. The existing school building capacity shall be recalculated as part of any revision to the needs analysis. (Government Code 65995.6)

The fees authorized by Government Code 65995.6 and 65995.7 shall be adopted by resolution as part of the adoption or revision of the school facilities needs analysis. The fees shall take effect immediately upon adoption of the resolution and may not be effective for more than one year. (Government Code 65995.6)

### **Level 3 Fees: Residential Construction**

When Level 3 fees are authorized by law and the district qualifies for Level 2 fees pursuant to Government Code 65995.5, the Board may assess a fee on residential construction pursuant to Government Code 65995.7.

The notice and hearing requirements, resolution requirement, and term of effectiveness for Level 3 fees shall be the same as the requirements for Level 2 fees as specified above. (Government Code 65995.7)

### **Use of Fees**

The Board shall review information provided by the Superintendent or designee pursuant to Government Code 66006 regarding each account or fund into which developer fees have been deposited, at the first regularly scheduled public Board meeting which occurs 15 days after the information is made available to the public. Fifteenday prior notice of this meeting shall be mailed to any parties filing a written request pursuant to Government Code 66006. (Government Code 66006)

In addition to discharging its public disclosure duties regarding the levying of developer fees, the Board shall, for the fifth fiscal year after the first deposit into the account or fund and every five years thereafter, make all of the following findings with respect to the portion of the account or fund that remains unexpended, whether committed or uncommitted: (Government Code 66001)

1. Identify the purpose to which the fee is to be put
  2. Demonstrate a reasonable relationship between the fee and the purpose for which it is charged
  3. Identify all sources and amounts of funding anticipated to complete financing in incomplete improvements originally identified
  4. Designate the approximate dates on which the funding referred to in item #3 is expected to be deposited into the appropriate account or fund
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## Regulation 7211: Developer Fees

Status:  
ADOPTED

Original Adopted Date: ~~05/16/2001~~02/01/1999 | Last Revised Date: 06/01/2021 | Last Reviewed Date: 06/01/2021

### ~~Level 1 Funding: Residential, Commercial and Industrial Construction~~

~~Before taking action to establish, increase or impose developer fees, the Board of Trustees shall: (Government Code 66001)~~

- ~~1. Identify the purpose of the fee and the use to which the fee will be put~~
- ~~2. Determine a reasonable relationship between the fee's use and the type of development project for which the fee is imposed~~
- ~~3. Determine a reasonable relationship between the need for the public facility and the type of development project for which the fee is imposed~~
- ~~4. Determine a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributed to the development for which the fee is imposed~~

### ~~Level 1 Funding: Notice and Hearing Requirements~~

~~Before levying developer fees or prior to increasing an existing fee, the Board shall schedule a public hearing. Information on the anticipated amount of fees, other available funds and funding sources, and the estimated cost of planning, land acquisition and school construction shall be made available to the public at least 10 days before the hearing. Notice of the hearing shall be given as required by law. (Government Code 66016)~~

~~At the hearing, the Board shall adopt a resolution for the levying of the developer fees. (Government Code 66016) The resolution shall set forth:~~

- ~~1. The purpose of the fee and the public improvement(s) that the fee will be used to finance (Government Code 66006)~~
- ~~2. The Board's findings of reasonable relationship which justify the fees pursuant to Government Code 66001~~
- ~~3. The district's determination of either of the following conditions which allow collection of the fees at the time when building permits are issued: (Government Code 66007)~~
  - ~~a. That the fees are to reimburse the district for previous expenditures, or~~
  - ~~b. That the fees shall be collected for public improvements or facilities for which an account has been established, funds have been appropriated and the district has adopted a proposed construction schedule or plan~~

### ~~Level 2 Funding: Residential Construction~~

~~In order to impose residential construction fees within the limits of Government Code 65995.5, the Board shall:~~

~~(Government Code 65995.5)~~

- ~~1. Make a timely application to the State Allocation Board for new construction funding for which it is eligible~~
- ~~2. Conduct and adopt a school facility needs analysis pursuant to Government Code 65995.6~~

~~The needs analysis shall determine the need for school facilities for unhoused students that are attributable to projected enrollment growth from the development of new residential units over the next five years. The needs analysis shall: (Government Code 65995.6)~~

- ~~a. Project the number of unhoused elementary, middle and high school students generated by new residential units, in each category of students enrolled in the district. This projection shall be based on a historical generation rate from the prior five years.~~
- ~~b. Calculate the existing school building capacity pursuant to Education Code 17071.10-17071.40.~~

In addition, when determining the funds necessary to meet its facility needs, the Board shall do each of the following:

(Government Code 65995.6)

a. Identify and consider any surplus property owned by the district that can be used as a school site or that is available for sale to finance school facilities

b. Identify and consider the extent to which projected enrollment growth may be accommodated by excess capacity

in existing facilities

c. Identify and consider local sources other than fees, charges, dedications or other requirements imposed on residential construction available to finance the construction or reconstruction of school facilities needed to accommodate any growth in enrollment attributable to the construction of new residential units

3. Satisfy at least two of the requirements set forth in Government Code 65995.5(b)(3)(A-D).

(Government Code 65995.5)

Level 2 Funding: Notice and Hearing Requirements

The Board shall adopt the school facility needs analysis by resolution at a public hearing. (Government Code 65995.6)

This analysis may not be adopted until the analysis, in its final form, has been made available to the public for a period of not less than 30 days. Prior to its adoption, the public shall have the opportunity to review and comment on the analysis and the Board shall respond to written comments it receives regarding the analysis. (Government Code 65995.6)

During the period of public review, the analysis shall be provided to the local agency responsible for land use planning for its review and comment. (Government Code 65995.6)

No less than 30 days prior to the hearing, notice of the time and place of the hearing, including the location and procedure for viewing or requesting a copy of the proposed analysis, shall be published in at least one newspaper of general circulation within the jurisdiction of the district. If there is no paper of general circulation, the notice shall be posted in at least three conspicuous places within the district's jurisdiction not less than 30 days prior to the hearing.

(Government Code 65995.6)

In addition, the Board shall mail a copy of the needs analysis not less than 30 days prior to the hearing to any person who has made a written request if the written request was made 45 days prior to the hearing. The Board may charge a fee reasonably related to the cost of providing these materials. (Government Code 65995.6)

The school facility needs analysis may be revised at any time. The revision is subject to the same conditions and requirements applicable to the adoption of the analysis. The existing school building capacity shall be recalculated as part of any revision to the needs analysis. (Government Code 65995.6)

The fees authorized by Government Code 65995.5 (Level 2) and Government Code 65995.7 (Level 3) shall be adopted by resolution as part of the adoption or revision of the school facilities needs analysis. The fees shall take effect immediately upon adoption of the resolution and may not be effective for more than one year. (Government Code 65995.6)

Level 3 Funding: Residential Construction

If the State Allocation Board is no longer making apportionments for new construction and the district qualifies for Level 2 funding pursuant to Government Code 65995.5, the Board may assess a fee on residential construction pursuant to the requirements of Government Code 65995.7.

Pursuant to Government Code 65995.7, the notice and hearing requirements for Level 3 funding shall be the same as the notice and hearing requirements for Level 2 funding as specified above.

All Developer Funding Fees: Additional Requirements

The district shall send a copy of any Governing Board resolution adopting or increasing Level 1, 2, or 3 developer fees to the city and county, accompanied by all relevant supporting documentation and a map indicating the boundaries of the area subject to the fee. (Education Code 17621)

In cooperation with local governmental agencies issuing building permits, the Superintendent or designee shall establish a means by which all of the following shall be accomplished:

1. The project applicant shall receive a written statement of the amount of the fees and notification that the ~~90-day approval~~90day approval period during which the applicant may protest has begun. (Government Code 66020)
2. The Superintendent or designee shall receive and retain acknowledgment that the above notification ~~was received~~was received.
3. Before a permit is issued and upon the payment of the applicable fee or requirement, the Board shall ~~immediately certify~~immediately certify that the fee has been paid or that the district has determined that the fee does not apply to the development project. (Education Code 17620)

Developer fees shall be deposited, invested, accounted for, and expended pursuant to Government Code 66006. Developer fees shall be deposited in a separate capital facilities account, except for temporary investments allowed by law, and shall be used only for the purpose for which they were collected. Interest income earned by the capital facilities account shall also be deposited in that account and used only for the purpose for which the fee was originally collected. (Government Code 66006)

For each separate account so established, the Superintendent or designee shall, within 180 days after the last day of each fiscal year, make available to the public and the Board the following information for the fiscal year: (Government Code 66006) ~~1. A brief description of the type of fee in the account or fund~~

1. A brief description of the type of fee in the account or fund

2. The amount of the fee
3. The beginning and ending balance of the account or fund
4. The amount of the fees collected and the interest earned
5. An identification of each public improvement on which fees were expended and the amount of the ~~expenditures on~~expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees
6. An identification of an approximate date by which the construction of the public improvement will commence ~~if the~~if the district determines that sufficient funds have been collected to complete financing on an incomplete public improvement
7. A description of each interfund transfer or loan made from the account or fund, including the public ~~improvement on~~improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan
8. The amount of refunds made pursuant to Government Code 66001(e) and any allocations made pursuant to Government Code 66001(f)

~~The Board shall review the above information at the first regularly scheduled public Board meeting which occurs 15 days after the information is made available to the public. Fifteen-day prior notice of this meeting shall be mailed to any parties filing a written request pursuant to Government Code 66006. (Government Code 66006)~~

~~In addition to discharging its public disclosure duties regarding the levying of developer fees, the Board shall, for the fifth fiscal year after the first deposit into the account or fund and every five years thereafter, make all of the following findings with respect to the portion of the account or fund that remains unexpended, whether committed or uncommitted: (Government Code 66001)~~

~~1. Identify the purpose to which the fee is to be put~~

~~2. Demonstrate a reasonable relationship between the fee and the purpose for which it is charged~~

~~3. Identify all sources and amounts of funding anticipated to complete financing in incomplete improvements originally identified~~

~~4. Designate the approximate dates on which the funding referred to in item #3 is expected to be deposited into the appropriate account or fund~~

When sufficient funds have been collected to complete the financing of public improvements but such improvements remain incomplete, the district shall, within 180 days of the date that a determination of sufficient funding was made, either identify an approximate date by which construction will begin or refund the unexpended revenues in accordance with Government Code 66001. (Government Code 66001)

### **Appeals Process for Protests by Developers**

The Superintendent or designee shall establish an appeals process for the handling of protests by developers.

(Education Code 17621)

Developers of residential, commercial, and industrial projects who claim that the developer fee has been inappropriately levied shall use the following procedures: (Government Code 66020)

1. The developer shall tender any required payment in full or provide satisfactory evidence of arrangements to ~~pay the~~ pay the fee when due or ensure performance of the conditions necessary to meet the requirements of the imposition.
2. The developer shall serve written notice to the Board. ~~This notice~~ which shall include:
  - a. A statement that the required payment is tendered or will be tendered when due, or that any conditions ~~which have~~ which have been imposed are provided for or satisfied, under protest.
  - b. A statement informing the Board of the factual elements of the dispute and the legal theory forming the basis ~~for the~~ for the protest.
3. The protest shall be filed at the time of approval or conditional approval of the development or within 90 ~~days after~~ days after the date of the imposition of the fees.

~~4.~~ At the time of the imposition of the fee, the Superintendent or designee shall provide each project applicant written notice that the 90-day period in which the applicant may initiate a protest has begun. The developer may file an action to attack, review, set aside, void, or annul the imposition of the fees imposed ~~on the~~ on the development project within 180 days of delivery of the notice. (Government Code 66020)

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## HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Joy Gabler

FROM: Jaime Martinez

DATE: 11/15/21

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

FOR: ☒ Information  
☐ Action

Date you wish to have your item considered: December 15, 2021

**ITEM:** BP/AR 4112.42/4212.42/4312.42 - Drug and Alcohol Testing for School Bus Drivers (REVISED)

**PURPOSE:** Board Policy updated to clarify the obligation of drivers to submit to drug and alcohol testing as required under federal law. Section on "Consequences Based on Test Results" updated to (1) add the agency responsible for reviewing and approving district requests to temporarily remove a driver from safety-sensitive functions before drug test results are verified by a certified medical review officer and (2) describe consequences that will be imposed on drivers based on findings of specific concentrations of alcohol. Policy also clarifies the requirement to ensure that a driver who is offered an opportunity to return to work following a violation first receive an evaluation by a qualified substance abuse professional and successfully comply with the evaluation recommendations.

Administrative Regulation updated to clarify that marijuana remains an illegal drug under the federal Controlled Substances Act and use of it by a driver remains a violation of federal drug testing regulations. Definition of "alcohol concentration" revised to delete information regarding consequences for drivers based on specific alcohol concentrations, now addressed in the BP. Regulation also expands the responsibilities of the designated employer representative pursuant to federal regulations, clarifies requirements pertaining to pre-employment testing including the requirement to conduct a pre-employment query using the Commercial Driver's License Drug and Alcohol Clearinghouse, and reflects additional requirements related to post-accident testing. New section reflects federal regulations which require districts to report any violation of federal drug and alcohol regulations to the Clearinghouse and conduct inquiries of the Clearinghouse's online database for all drivers employed by the district on an annual basis and before hiring any driver.

**FISCAL IMPACT:** Unknown.

**RECOMMENDATIONS:** Approve.

**Policy 4112.42/4212.42/4312.42: Drug And Alcohol Testing For School Bus Drivers**

Status: DRAFT

**Original Adopted Date:** Pending

The Governing Board desires to ensure that district-provided transportation is safe for students, staff, and the public. To that end, the Superintendent or designee shall establish a drug and alcohol testing program designed to prevent the operation of buses or the performance of other safety-sensitive functions by a driver who is under the influence of drugs or alcohol, including a driver of a school bus, student activity bus, or other school transportation vehicle or any other employee who holds a commercial driver's license which is necessary to perform duties related to district employment.

~~{cf. 3540—Transportation}~~

~~{cf. 3542—School Bus Drivers}~~

~~{cf. 3543—Transportation Safety and Emergencies}~~

~~{cf. 4020—Drug and Alcohol-Free Workplace}~~

~~{cf. 4112.41/4212.41/4312.41—Employee Drug Testing}~~

A driver shall not report for duty or remain on duty when ~~he/she~~the driver has used any drug listed in 21 CFR 1308.11. A driver is also prohibited from reporting for duty or remaining on duty when ~~he/she~~the driver has used any drug listed in 21

CFR 1308.12-1308.15, unless ~~he/she~~the driver is using the drug under the direction of a physician who has advised ~~him/her~~the driver that the substance will not adversely affect the driver's ability to safely operate a bus. (49 CFR 382.213)

In addition, a driver shall not consume alcohol while on duty and/or performing safety-sensitive functions, or for four hours prior to on-duty time. (49 CFR ~~382.201~~, 382.209205, 382.213207)

Drivers shall submit to drug and alcohol testing as required under federal law and specified in the accompanying administrative regulation. The district's testing program for drivers shall include pre-employment drug testing and reasonable suspicion, random, post-accident, return-to-duty, and follow-up drug and alcohol testing of drivers. (49 USC 31306; 49 CFR 382.301-382.311)

The Board shall contract for testing services upon verifying that the personnel are appropriately qualified and/or certified and that testing procedures conform to federal regulations.

Except as otherwise provided by law, the Superintendent or designee shall not release individual test results or medical information about a driver to a third party without the driver's specific written consent. (49 CFR 40.321) **Consequences Based on Test Results**

~~Any driver who refuses to take a required drug or alcohol test, tests positive for drugs, or is found to have a blood alcohol concentration level that exceeds the levels specified in law shall be removed from performing safety-sensitive functions in accordance with 49 CFR 40.23 and 382.211.~~

No driver shall be temporarily removed from the performance of safety-sensitive functions based only on a laboratory report of a confirmed positive test for a drug or drug metabolite before the certified medical review officer has completed verification of the test results, unless the district has obtained a waiver. ~~(49 CFR from the Federal Motor Carrier Safety Administration. (49 CFR 40.3, 40.21, 382.107, 382.119)~~

Any driver for whom the district receives a verified positive drug test result or who is found to have a blood alcohol concentration of 0.04 or higher shall be immediately removed from performing safety-sensitive functions in accordance with 49 CFR 40.23 and 382.211. An alcohol concentration between 0.02 and 0.04 requires temporary removal of the bus driver for a 24-hour period following the test. Any driver



who refuses to take a required drug or alcohol test shall not be permitted to perform or continue to perform safety-sensitive functions. (49 CFR 40.23, 382.211)

Not later than five days after receiving notification of the test result or refusal to comply, the Superintendent or designee shall report any refusal, failure to comply, or positive test result to the California Department of Motor Vehicles (DMV) using a form approved by the DMV. (Vehicle Code 13376)

~~Any driver who refuses, fails to comply, or has a positive test result may be referred to an education and treatment program that meets the requirements of 49 CFR 40.281-40.313. If the substance abuse professional recommends that ongoing services are needed to assist the driver to maintain sobriety or abstinence from drug use, the Superintendent or designee shall require the driver to participate in the recommended services as part of a return-to-duty agreement and shall monitor his/her compliance. Any drop from a rehabilitation or return-to-duty program or a~~

~~subsequent positive test result shall be reported to the DMV. (Vehicle Code 13376; 49 CFR 40.285, 40.287, 40.303, 382.605)~~

~~(cf. 4159/4259/4359—Employee Assistance Programs)~~

~~(cf. 4161.8/4261.8/4361.8—Family Care and Medical Leave)~~

~~(cf. 4161.9/4261.9/4361.9—Catastrophic Leave Program)~~

~~(cf. 4261.1—Personal Illness/Injury Leave)~~

A driver who has violated federal drug and alcohol regulations may be subject to disciplinary action up to and including dismissal in accordance with law, administrative regulations, and the district's collective bargaining agreement.

Any driver provided with an opportunity to return to a safety-sensitive duty following a violation shall be evaluated by a qualified substance abuse professional and complete the evaluation recommendations before returning to such duty. (49 CFR 40.289)

If the substance abuse professional recommends that further and ongoing services are needed to assist the driver to maintain sobriety or abstinence from drug use, the Superintendent or designee shall require the driver to participate in the recommended services as part of a return-to-duty agreement and shall monitor the driver's compliance. Any drop from a rehabilitation or return-to-duty program or a subsequent positive test result shall be reported to the DMV. (Vehicle Code 13376; 49 CFR 40.285, 40.287, 40.303, 382.605)

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

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

### **Voluntary Self-Identification**

Whenever a driver admits to alcohol or drug misuse under the district's voluntary self-identification program, the Superintendent or designee shall ensure all of the following: (49 CFR 382.121)

1. No adverse action shall be taken against the driver by the district.
2. The driver shall be allowed sufficient opportunity to seek evaluation, education, or treatment to establish ~~controlover his/her~~control over the drug or alcohol problem.
3. The driver shall be permitted to participate in safety-sensitive functions only after:
  - a. Successfully completing an education or treatment program, as determined by a drug and alcohol abuse ~~evaluation expert~~evaluation expert, such as an employee assistance professional, substance abuse professional, or qualified drug and alcohol counselor

- b. Undergoing a return-to-duty test with a result indicating an alcohol concentration of less than 0.02 and/or ~~averified~~verified negative result for drug use

A driver who admits to alcohol or drug misuse shall not be subject to federal requirements related to referral, evaluation, and treatment, provided that ~~he/she~~the driver does not self-identify in order to avoid drug or alcohol testing, makes the admission prior to performing a safety-sensitive function, and does not perform a safety-sensitive function until ~~he/she~~the driver has been evaluated and has successfully completed education or treatment requirements in accordance with program guidelines. (49 CFR 382.121)

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**Regulation 4112.42/4212.42/4312.42: Drug And Alcohol Testing For School Bus Drivers**

Status: DRAFT

Original Adopted Date: Pending

**This regulation is adopted to implement the Definitions**

For purposes of drug and alcohol testing requirements of the Omnibus required by the U.S. Department of Transportation

Employer Testing Act of 1991 (Title (DOT), drugs include marijuana, cocaine, amphetamines, phencyclidine (PCP), and opioids. (49 CFR) and the California Regulations placing drivers out of service (Title 13 40.3, 40.85, 382.107)

CCR 1213.1) as fully adopted by the Hanford Elementary School District pursuant to Board Policy 4112.42/4212.42/4312.42.

**A. Employees Subject To Drug And Alcohol Testing**

The district's drug and alcohol testing program applies to Alcohol concentration (or content) means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test. (49 CFR 40.3, 382.107)

Safety-sensitive function means all employees (covered employees) who are required to possess a commercial drivers' license (Class A or B) or who as part of their duties for the district perform safety-sensitive functions while operating a commercial motor vehicle, including any vehicle designed to transport 16 or more passengers. This includes all regular bus drivers, substitute, on-call or occasional drivers, and drivers who return to work after a long-term of absence or after layoff if the employee was removed time from the random testing program during the period of absence or layoff. Candidates and current employees of the district seeking safety-sensitive positions involving the driving of a school bus or other commercial vehicle are subject to the controlled substance testing as a condition of employment or promotion/reassignment.

Safety-sensitive functions include all on-duty functions performed from the time a covered employee the driver begins to work or is required to be ready in readiness to work until he/she the time the driver is relieved from work and all responsibility for performing work. It includes driving Safety-sensitive functions include, but are not limited to, all time driving or otherwise in the bus or other school transportation vehicle; waiting at a district facility to be dispatched; inspecting and, servicing, or conditioning the vehicle or vehicle equipment; loading or unloading the vehicle; supervising, performing or assisting in the loading and/or unloading; of the vehicle; and repairing or, obtaining and waiting for help with assistance, or remaining in attendance upon a disabled vehicle; performing driver requirements related to accidents; and performing any other work for the district or paid work for any other entity. (49 CFR 382.107) It also includes any time spent on compliance with drug or alcohol testing requirements, including travel time to/from testing sites.

**Types Of Drug And Alcohol Testing****B. Pre-Employment Testing**

1. A pre-employment drug test shall be required of an applicant only after a conditional offer of employment. Tests shall be conducted before the first time a covered employee performs any safety-sensitive function for the district.

(cf. 4212 – Conditions of Employment)

**Exceptions may be made for candidates who have Designated Employer Representative**

The Superintendent or designee shall identify a designated employer representative who is authorized to take immediate action to remove drivers from safety-sensitive functions and to make required decisions in the testing and evaluation processes. The designated employer representative shall also be responsible

for receiving test results and other communications. The name and telephone number of the designated employer representative shall be provided to the testing contractor to contact about any problems or issues that may arise during the testing process. (49 CFR 40.35, 40.215)

### **Pre-employment Testing**

When hiring a new driver, the Superintendent or designee shall, with the driver's written consent, conduct a preemployment query using the Commercial Driver's License Drug and Alcohol Clearinghouse to obtain information about whether the driver has committed a violation of federal drug or alcohol regulations. (49 CFR 382.701)

The Superintendent or designee shall also, with the driver's consent, request the driver's past drug and alcohol testing record, as specified in 49 CFR 40.25 and 382.413, from any employer who has employed the driver at any time during the previous three years. To the extent practicable, the Superintendent or designee shall obtain and review such information before the driver first performs safety-sensitive functions. In addition, the Superintendent or designee shall ask the driver if there was a positive test, or a refusal to test, on any pre-employment drug or alcohol test that was administered during the past two years in the course of applying for another safety-sensitive transportation position that was not obtained. (49 CFR 40.25, 382.413)

The driver shall not be permitted to perform safety-sensitive functions if the driver refuses to provide consent to obtain the information from previous employers or from the Clearinghouse; the information from previous employers is not received within 30 days of the date on which the driver first performed safety-sensitive functions for the district; or the driver, the Clearinghouse, or a previous employer reports a violation of a drug or alcohol regulation without subsequent completion of the return-to-duty process. (49 CFR 40.25, 382.413, 382.701, 382.703)

A driver whom the district intends to hire or use shall undergo testing for drugs and receive a verified negative test result prior to the first time the driver performs safety-sensitive functions for the district. This testing requirement may be waived if all of the following conditions exist: (49 CFR 382.301)

1. The driver has participated in ~~the~~ a qualified drug testing program of another agency subject to federal drug testing laws within the previous 30 days and while.
2. While participating in ~~this~~ the program ~~were~~, the driver either was tested for controlled substances and/or alcohol within the past six months, ~~prior to~~ from the date of application or participated in a random drug testing program for a position at the district, the previous 12 months from the date of application.
3. No prior employer ~~verified that there is no record of a~~ of the driver of whom the district has knowledge has records of the driver's violation of ~~the controlled substance rule~~ federal drug testing regulations within the previous six months and provided that the District has been able to make all verifications.

The Superintendent or designee shall contact the testing program(s) in which the driver has participated and obtain information about the program and the driver's participation as specified in 49 CFR 382.301.

In addition, the Superintendent or designee shall require the driver to undergo pre-employment alcohol testing in accordance with the procedures in 49 CFR 40.1-40.605 and to receive a test result indicating an alcohol concentration of less than 0.04. (49 CFR 382.301)

### **Post-Accident Testing**

As soon as practicable following an accident involving a school bus or student activity bus, the Superintendent or designee shall ensure that the driver involved is tested for alcohol and/or drugs under either of the following conditions: (49 CFR 382.303)

1. The accident involved loss of human life.

2. The driver receives a citation for a moving traffic violation within eight hours of the accident and the accident involved bodily injury to a person who required by law immediate medical treatment away from the scene of the accident and/or disabling damage to one or more vehicles requiring towing.

The Superintendent or designee shall attempt to administer a required alcohol test up to eight hours following the accident and/or a drug test up to 32 hours following the accident. The results of an alcohol or drug test conducted by federal, state, or local officials having independent authority for the test shall be considered to meet this requirement. If the alcohol test is not administered within two hours following the accident, or the test for drugs is not administered within 32 hours following the accident, the Superintendent or designee shall make a record stating the reasons the test was not promptly administered. (49 CFR 382.303)

No driver required to take a post-accident alcohol test pursuant to 49 CFR 382.303 shall use alcohol for eight hours following the accident or until the driver undergoes a post-accident alcohol test, whichever occurs first. (49 CFR 382.209)

~~3. A candidate who accepts a conditional offer of employment shall be required to sign a consent form for preemployment drug testing and a form authorizing previous employers to release drug testing information to the district. Applicants for substitute bus driver positions shall also, as a condition for employment, sign a form authorizing the district to release drug testing information and results to other school districts at which the candidate has applied for bus driving positions.~~

### **A candidate Random Testing**

The Superintendent or designee shall ensure that random, unannounced drug and alcohol tests of bus drivers are conducted on testing dates reasonably spread throughout the year.

Such tests shall be unannounced and conducted during, immediately before, or immediately after the performance of safety-sensitive functions. (49 CFR 382.305)

The Superintendent or designee shall ensure that the percentage of district drivers randomly tested for drugs and alcohol meets or exceeds the minimum annual percentage rates specified in 49 CFR 382.305 or subsequently published in the Federal Register.

~~4. Each driver selected for whom previous drug testing information is not obtained shall be tested prior to employment in accordance with this section.~~

~~5. A candidate who fails to report for controlled substance testing as scheduled, who refuses to submit to the controlled substance test, refuses to consent to release of previous employers' testing records, whose previous employers' records contain adverse information related to controlled substance use or controlled substance testing, or whose pre-employment test results indicate a verified positive result for a controlled substance shall not be employed; the conditional offer of employment shall be withdrawn.~~

~~Refuse to submit means that the candidate fails to provide adequate urine for controlled substance testing without a valid medical explanation or engages in conduct that clearly obstructs the testing schedule or process.~~

~~6. All costs associated with pre-employment testing for controlled substances shall be borne by the candidate.~~

~~7. District employees who are candidates for promotion or reassignment to a safety-sensitive position, and employees returning from layoff if they were removed from the random testing pool during the layoff period, shall not be eligible for employment in such positions if they refuse to consent to, or to undergo, the required testing, or if their tests for controlled substances indicate a verified positive result.~~

~~8. District employees returning from extended leave periods if they were removed from the random testing pool during the leave of absence period, shall not be eligible for re-employment in the safety-sensitive position if they refuse to consent to, or to undergo, the required testing, or if their tests for controlled substances indicate a verified positive result and shall be subject to the disciplinary consequences of prohibited conduct.~~

### C. Post-Employment Testing

All covered employees performing safety sensitive functions for the district are subject to the following testing requirements for alcohol and controlled substances: unannounced random testing, post accident testing, reasonable suspicion testing, and return to duty testing as directed.

#### 1. Random Tests (Post-Employment Testing)

a. Alcohol and drug tests shall be conducted on a random basis at unannounced times throughout the year. All employees in covered positions are subject to unannounced drug and alcohol testing based on random selection. Covered employees shall be selected by a scientifically valid random process, and each covered employee shall have an equal chance of being tested each time selections are made. Tests for alcohol shall be conducted just before, during, or just after the performance of safety-sensitive functions.

(49 CFR 382.305)

Each driver who is selected for testing shall proceed to the test site immediately or, if performing a safety-sensitive function other than driving a bus, then as soon as possible after ceasing that function. (49 CFR 382.305)

### Reasonable Suspicion Testing

A driver shall be required to submit to a drug or alcohol test whenever the Superintendent or designee has reasonable suspicion that the driver has violated the prohibitions against the use of drugs or alcohol. Such reasonable suspicion shall be based on specific, contemporaneous, articulable observations, conducted during, immediately before, or immediately after the performance of safety-sensitive functions, concerning the driver's appearance, behavior, speech, and/or body odors. Reasonable suspicion of drug use may also include indications of the chronic and withdrawal effects of drugs. (49 CFR 382.307)

b. The number of random alcohol and drug tests shall be at least equal to those required by federal regulations. The number of random drug tests shall be at least 50% of the average number of covered employees. The number of random alcohol tests shall be at least 25% of the average number of covered employees.

c. Covered employees who are notified of selection for random testing shall cease to perform safety-sensitive functions and shall immediately proceed to the testing site.

d. Covered employees not at work due to leave or vacation shall be informed that they remain subject to random testing. Employees drawn for such testing during their absence from work shall be notified and tested as soon as practicable after they return to duty.

e. Covered employees who do not proceed with random testing as directed may be deemed to have refused testing. Failure to submit to a test will result in disciplinary action up to and including termination.

### D. Post-Accident Tests

1. Alcohol and controlled substance tests shall be conducted as soon after an accident as possible on any covered employee in a covered position:

a. who was performing safety-sensitive functions with respect to the vehicle, if the accident involves/involved loss of human life. (49 CFR 382.303)

b. who receives a citation under state or local law for a moving traffic violation arising from the accident, (49 CFR 382.303 if the accident involves either an injury requiring medical attention away from the scene of the accident or damage to any motor vehicle or property.

2. Covered employees shall make themselves readily available for immediate testing, absent the need for immediate medical attention, or shall be deemed to have refused testing. (49 CFR 382.303)

~~3. No such covered employee shall use alcohol for eight (8) hours after the accident, or until after he/she undergoes a post-accident alcohol test, whichever occurs first. The person who makes the required observations for reasonable suspicion testing for drugs or alcohol shall be (49 CFR 382.209)~~

~~4. If an alcohol test is not administered within two (2) hours of the accident or if a drug test is not administered within 32 hours, the district shall prepare and maintain records explaining why the test was not conducted. Tests shall not be given if not administered within eight (8) hours after the accident for alcohol or within 32 hours for drugs. (49 CFR 382.303)~~

~~5. The results of breath or blood tests, for detecting the use of alcohol, or urine tests, for detecting the use of controlled substances, that have been conducted by authorized federal, state or local officials will fulfill post-accident testing requirements provided they conform to applicable legal requirements and the results of the tests are~~

~~obtained by the District (49 CFR 382.303)~~

~~6. If a covered employee who is subject to post accident testing is conscious, able to provide specimen in the opinion of the medical professional, and refuses to be tested, the employee may be disciplined up to and including termination.~~

~~7. If a covered employee is unconscious or otherwise unable to evidence consent to the procedure, the district will wait until the treating physician determines the covered employee is able to understand a request to provide a sample and consents to provide one.~~

#### E. Reasonable Suspicion Tests

~~1. An alcohol or drug test shall be conducted if a supervisor or other district official trained in accordance with law has reasonable suspicion that the covered employee has engaged in conduct prohibited by the district's drug and alcohol policy. This reasonable suspicion must be based on specific, contemporaneous, objective observations concerning the covered employee's appearance, behavior, speech or body odors. The observations may include indications of chronic or withdrawal effects of controlled substances. 49 CFR 382.603. The person who makes the determination that (49 CFR 382.307)~~

~~2. Alcohol tests based on reasonable suspicion are permitted only if the required observations are made during, just before or just after the period of the work day when the covered employee must comply with alcohol prohibitions. If exists to conduct an alcohol test is not administered within two (2) hours of determination of reasonable suspicion, the district shall prepare and maintain a record explaining why the test was not administered. Attempts to conduct alcohol tests shall terminate after eight (8) hours; the reason shall be documented. shall not be the same person who conducts the alcohol test. (49 CFR 382.307)~~

~~3. A supervisor or other trained district official who makes observations leading to a reasonable suspicion for a controlled substance test shall make and sign a written record of his/her observations within Within 24 hours of the observed behavior or before the results of the drug or alcohol test are released, whichever is earlier. If the controlled substance test is not administered within 32 hours following the, a written record of the observations leading to a reasonable suspicion, attempts to administer the test shall cease be made and the reason shall be documented. signed by the person who made the observations. (49 CFR 382.307)~~

~~4. Any covered employee who is notified of a An alcohol test required as a result of reasonable suspicion shall immediately cease to perform safety sensitive functions and shall proceed to the testing site. Covered employees who do not proceed with the testing as directed may be deemed to have refused testing and will be subject to disciplinary action up to and including dismissal.~~

~~5. The Superintendent or designee shall ensure that an employee under administered within eight hours following the determination of reasonable suspicion is transported to the designated collection or testing site.~~

#### F. Prohibited Conduct/Positive Tests

Alcohol Use Controlled Substance (Drug) Use:



1. ~~1. No covered employee shall report to work or remain at work while having an alcohol concentration of 0.01 or greater. If the district has actual knowledge that a covered employee has an alcohol concentration of 0.01 or greater, such covered employee will not be permitted to perform or continue to perform any safety-sensitive functions.~~

2. ~~2. No covered employee shall report for duty or remain. If the test is not administered within two hours, the Superintendent or designee shall prepare and maintain on duty while underfile a record stating the reasons the influence or impaired by alcohol as shown by behavioral, speech, and performance indicators of alcohol misuse. The district shall not knowingly permit a covered employee under the influence of or impaired by alcohol to perform his/her job duties until the covered employee has been tested for alcohol and such test shows an alcohol concentration of less than 0.01 or at least 24 hours have elapsed from the time the district reached a determination that the covered employee was under the influence or impaired by alcohol. test was not promptly administered. (49 CFR 382.307)~~

3. ~~3. No covered employee shall possess alcohol while on duty. If the district has actual knowledge that a covered employee is in possession of alcohol while on duty, the district will not permit the covered employee to perform or continue to perform his/her job duties. This includes the possession of medicines containing alcohol (prescription or over the counter), unless the packaging seal is unbroken.~~

~~No covered employee shall perform In the absence of a reasonable suspicion alcohol test, the district shall take no action against a driver based solely on the driver's behavior and appearance, except that the driver shall not be allowed to report for or remain on safety-sensitive functions until an alcohol test is administered and the results show a concentration less than 0.02 or 24 hours have elapsed following the determination of reasonable suspicion. (49 CFR 382.307)~~

### **Return-to-Duty Testing**

~~Note: Pursuant to 49 CFR 40.305, the district may return a driver to safety-sensitive functions within four (4) hours after using alcohol. If the district has actual knowledge that a covered employee has consumed the driver completes required education and treatment services as described in the accompanying Board policy and a return-to-duty drug or alcohol test. Such personnel decisions may be subject to collective bargaining or other legal requirements.~~

~~The Superintendent or designee may permit a driver who has violated federal drug or alcohol regulations to return to safety-sensitive functions after the driver has successfully complied with the education and treatment services prescribed by a substance abuse professional and has taken a return-to-duty drug or alcohol test. The driver shall not resume performance of safety-sensitive functions unless the drug test shows a negative result and/or the alcohol test shows a concentration of less than 0.02. (49 CFR 40.305, 382.309)~~

### **Follow-Up Testing**

~~within four (4) hours prior to performing Upon receiving a written follow-up testing plan from a substance abuse professional, the Superintendent or designee shall determine the actual dates for follow-up testing consistent with those recommendations and shall ensure that such tests are unannounced and follow no discernable pattern as to their timing. No additional tests beyond those included in the plan shall be imposed by the district. (49 CFR 40.307-40.309, 382.111)~~

### **Mandatory Reporting and Annual Queries to the Drug and Alcohol Clearinghouse**

~~The Superintendent or designee shall report to the Clearinghouse any violation of federal drug and alcohol regulations, any refusal to test, and other required information by the close of the third business day following the date on which the information was obtained. (49 CFR 382.705)~~

~~The Superintendent or designee shall conduct a query using the Clearinghouse at least once a year for all drivers to determine whether information exists in the Clearinghouse about the drivers. (49 CFR 382.701)~~

4. ~~In lieu of a full query, the Superintendent or designee may obtain the individual driver's consent to conduct a limited query that is effective for more than one year and informs the district about whether there is information about the driver in the Clearinghouse without releasing that information to the district. If the limited query shows that information exists in the Clearinghouse about the individual~~



driver, the Superintendent or designee shall conduct a full query within 24 hours of conducting the limited query. If a full query is not conducted within 24 hours, the driver may not perform any safety-sensitive function, until the district will not permit results from a full query confirm that the covered employee to driver may perform his/her job duties. such functions. (49 CFR 382.701)

~~A covered employee who is tested and found to have an~~ A driver may not perform any safety-sensitive function if the results of a Clearinghouse query demonstrate that the driver has committed a violation of federal drug or alcohol regulations. (49 CFR 382.701) **Notifications**

5. ~~—The Superintendent or designee shall provide each driver with materials explaining the federal regulations and the district's policy and procedure related to drug and alcohol concentration of .01 or greater but less than .04 may not perform or continue to perform safety-sensitive functions until the start of the covered employee's next regularly scheduled duty period, but not less than 24 hours after the test was administered, and only after a followup test results in an alcohol concentration of less than .01.~~

6. ~~—Any covered employee whose alcohol test indicates an alcohol concentration of .04 or greater and any covered employee who tests positive for a controlled substance, shall be immediately suspended from duty and shall be subject to disciplinary action up to, and including, dismissal.~~

7. ~~—No covered employee who has been required to take a post-accident alcohol test, as set forth above, shall use alcohol for eight (8) hours following the accident or until he/she has completed the required alcohol test, whichever occurs first.~~

8. ~~—Covered employees shall immediately inform their supervisor if at any time they are using a therapeutic drug that contains alcohol or controlled substances. No covered employee shall report for duty or remain on duty when the covered employee uses any controlled substance, except when the use of such controlled substance is pursuant to the instructions of a physician who has advised the district, in writing, that the substance does not adversely affect the covered employee's ability to operate a commercial vehicle or safety-sensitive functions. If the district has actual knowledge that a covered employee has used a controlled substance, the district will not permit such covered employee to perform his/her job duties.~~

9. ~~—No covered employee who tests positive for a controlled substance(s) as defined in DOT Final Rule 49 CFR 40 (as amended) shall perform his/her job duties.~~

10. ~~—No covered employee shall refuse to submit to any test required by law, policy or this regulation. Refusal to submit to an alcohol or controlled substance test is when a driver fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement of breath testing, fails to provide adequate urine for controlled substances testing without a valid medical explanation after he or she has received notice of the requirement for urine testing, or engages in conduct that clearly obstructs the testing schedule or process or fails to report for the test as directed. Failure to submit to a test will result in disciplinary action up to and including termination.~~

11. ~~—Failure to disclose to the district the use of a drug containing alcohol or a controlled substance for therapeutic purposes may result in disciplinary action up to, and including, termination.~~

12. ~~—Any covered employee who violates any portion of this regulation shall be subject to discipline, up to and including dismissal. Disciplinary action for a violation of this regulation shall be implemented in accordance with Board Policy and Administrative Regulation 4118/4218/4318 and the applicable Collective Bargaining Agreement.~~

13. ~~—Covered employees identified as needing help in resolving a drug or alcohol problem shall be evaluated by a substance abuse professional to determine that he/she has properly followed the prescribed rehabilitation program and shall be subject to unannounced follow-up tests after returning to duty. Failure to submit to test will result in disciplinary action up to and including termination.~~

#### **~~G. Return To Duty Testing/~~testing and shall notify representatives of employee ~~Follow-Up Testing~~**

1. ~~—An alcohol and/or controlled substance test shall be administered to a covered employee who has been found to be in violation of this policy and regulation prior to permitting the covered employee to return to work.~~

2. — All return to duty and follow-up drug testing administered to an employee who has been found in violation of this policy and regulation will require observed collections under DOT Final Rule (49CFR40; effective 10/1/10)

3. — A covered employee whose conduct involved violations of the controlled substance provisions of this policy and regulation shall not be permitted to return to duty until he/she submits to a controlled substance test and that such test results in a negative result for controlled substances.

4. — A covered employee, who violates the provision of this policy and regulation and is allowed to return to work and is subsequently identified by a substance abuse professional as needing assistance in resolving problems associated with alcohol misuse and/or use of controlled substances shall be subject to unannounced alcohol and/or controlled substance testing. Such testing shall be conducted only when the covered employee is on duty, just before beginning of the covered employee's work shift, or just after the completion of the covered employee's work shift.

5. — If a covered employee is returned to safety-sensitive duties, follow-up testing shall consist of at least six tests in the first 12 months following the driver's return to duty. A substance abuse professional may terminate the followup testing at any time after the first six tests if he/she determines that testing is no longer needed. Testing shall not occur beyond 60 months from the date of the covered employee's return to duty.

#### H. Testing Services Procedures

The Superintendent or designee shall contract with appropriate, certified organizations for the collection of testing samples and testing services, and shall ensure that testing procedures and facilities used for alcohol or controlled substance testing conform to federal and state standards and regulations.

#### I. POSITIVE RESULTS

1. — A positive test for alcohol must be a confirmation test by an evidential breath testing device capable of printout and sequential numbering and must show an alcohol concentration of 0.01 grams of alcohol per 210 liters of breath or greater. Such a test is positive even if that concentration is caused by prescribed medication.

2. — A positive test for controlled substances must be a confirmation by gas chromatography/mass spectrometry techniques and must show at least one of the following minimum test levels:

a. 15 ng/ml (nanograms per millileter) marijuana metabolite;

b. 100 ng/ml of cocaine metabolite;

c. 2000 ng/ml of either morphine or codeine;

d. 25 ng/ml of phencyclidine

e. 250 ng/ml of amphetamine or methamphetamine; and, the medical review officer must conclude there is no legitimate explanation, such as prescribed medication, for a result.

f. 10 ng/ml of acetylmorphine; or

g. 250 ng/ml of MDMA, MDA, MDEA

3. No positive test for controlled substances shall be reported to the employer until after:

a. — The medical review officer has contacted the covered employee directly on a confidential basis, and given the covered employee an opportunity to discuss the test results and the covered employee's medical history, including medication, in confidence.

b. — The medical review officer has given the covered employee, within 72 hours of the covered employee's notification that the test was positive, an opportunity to request that the split sample be tested by a different forensic laboratory, certified by the Department of Health and Human Services at the covered employee's expense and

c. — The remainder of the split sample has been tested and found to be positive, or no timely request for such a test is made by the covered employee.

d.—— If the medical review officer concludes that there is a legitimate explanation for the positive test, such as prescription or over-the-counter medication or a negative result in the test of the remainder of the split sample, the medical review officer must report the test to the employer as a negative test.

e.—— The medical review officer shall be a licensed physician (medical doctor or doctor of osteopathy who is Medical Review Officer (MRO)-certified) responsible for receiving laboratory results generated by an employer's drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with his/her medical history and any other relevant biomedical information. The MRO's specific responsibilities are outlined in the U.S. Department of Health and Human Resources (DHHS).

#### **J. Maintenance of Records**

The District shall maintain all records as required pursuant to 49 CFR, part 382.401.

1.—— The Transportation supervisor shall be responsible for maintaining employee drug and alcohol test results and records under strict confidentiality and in accordance with law. Except as required by law, the district shall not release information relating to alcohol and controlled substance testing performed in accordance with this policy and regulation or any records required by law.

2.—— A covered employee is entitled, upon written request to the district, to obtain copies of any records pertaining to the covered employee's use of alcohol or controlled substances, including any records pertaining to his/her alcohol or controlled substance test.

3.—— Records shall be made available to a subsequent employer or other identified persons only as expressly authorized in writing by the covered employee.

{cf. 4119.23/4219.23/4319.23—Confidential/Privileged Information}

#### **K. NOTIFICATIONS**

The Transportation supervisor shall ensure that each covered employee receives educational materials that explain the requirements of the Code of Federal Regulations, (CFR) Title 49, Part 382, together with a copy of the district's policy and regulations for meeting these requirements. Representatives of employee organizations shall be notified of the availability of this information. The This information shall identify all include a detailed discussion of at least the following: (49 CFR 382.113, 382.303, 382.601)

1. The identity of the person or persons designated by the district to answer covered employees' driver questions about the materials
2. The categories of covered employees drivers who are subject to the Code of Federal Regulations, Title 49, Part 382 and this policy drug and regulatory alcohol testing
3. Sufficient information about the safety-sensitive functions performed by covered employees that those drivers to make clear what period what period of the work day work day the covered employee driver is required to comply with Part 382 be in compliance
4. Specific information concerning covered employee conduct that is prohibited by Part 382 driver conduct
5. The circumstances under which a covered employee driver will be tested for drugs and/or alcohol under Part 382, including post-accident testing
6. The procedures that will be used to test for the presence of drugs and alcohol, protect the covered employee and the driver and the integrity of the testing processes, safeguard the validity of the test results, and ensure that test those results are attributed to the correct covered employee driver
7. The requirement that a covered employee driver submit to drug and alcohol tests administered in accordance with Part 382

8. An explanation of what constitutes a refusal to submit to a drug or alcohol test and the attendant consequences
9. The consequences for ~~covered employees~~drivers found to have violated the ~~drug and alcohol prohibitions of Part 382, against drug or alcohol use,~~ including the ~~requirement that the employee~~circumstances under which drivers will be removed immediately from safety-sensitive functions and the ~~procedures~~requirements for ~~referral, evaluation and education,~~ treatment, and return-to-duty testing
10. The consequences for ~~covered employees~~drivers found to have ~~an~~ a blood alcohol concentration of ~~.01 or greater but less than between 0.02 and 0.04~~  
The
11. Information concerning the effects of ~~drugs~~drug and alcohol use on an individual's health, work, and personal life; signs and symptoms of a drug ~~or alcohol~~or alcohol problem (the ~~employee's~~driver's or a ~~coworker's~~co-worker's); and available methods of intervening when a drug or alcohol problem is suspected, including confrontation, referral to ~~a substance abuse rehabilitation~~any employee assistance program, and/or referral to management
12. ~~Other legal requirements, district policies and disciplinary consequences related to the use of alcohol and drugs.~~
12. The requirement that personal information collected and maintained pursuant to 49 CFR 382 shall be reported to the Clearinghouse

Each ~~covered employee~~driver shall sign a statement certifying ~~that he/she has received receipt of~~ a copy of the above materials.

~~(cf. 4020—Drug and Alcohol-Free Workplace)~~

13. ~~Before any covered employee operates~~ The Superintendent or designee shall maintain the original of the signed certificate and may provide a commercial motor vehicle, the Transportation Supervisor shall provide him/her with post-accident procedures that will make it possible to comply with post-accident testing requirements copy of the certificate to the driver.  
(49 CFR 382.601)

In addition, prior to administering each alcohol or drug test, the driver shall be notified that the test is required pursuant to Title 49, Part 382, of the Code of Federal Regulations. (49 CFR 382.113)

The driver shall be notified of the results of drug and alcohol tests in accordance with 49 CFR 382.411.

## Records

14. ~~Before drug and alcohol tests are performed pursuant to 49 CFR 382, the Transportation Supervisor shall inform the covered employees that the tests are required by these regulations.~~

~~The district shall notify covered candidates of the results of a pre-employment drug test if the covered candidate requests such results within 60 calendar days of being notified of the disposition of his/her employment application (49 CFR 382.411)~~

~~The district shall notify a covered employee of the results of random, reasonable suspicion and post-accident drug tests if the test results are positive. The district shall also tell the covered employee which controlled substance(s) were verified as positive. Every covered employee who tests positive for alcohol and/or controlled substances shall be advised of the resources available to that covered employee in evaluating and resolving problems associated with the abuse of alcohol or controlled substances. (49 CFR 382.411)~~

L. Training

The Department of Facilities and Operations shall ensure professional training of appropriate supervisory and management staff authorized to make reasonable suspicion determinations in detecting symptoms of alcohol and controlled substance use. The training shall be in accordance with federal regulations and must include at least 60 minutes each on alcohol and drug misuse including physical, behavioral, speech, and performance indicators.

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The Superintendent or designee shall maintain records of the district's drug and alcohol testing program in accordance with 49 CFR 40.333 and 382.401. Such records shall be maintained in a secure location with controlled access and shall be disclosed only in accordance with 49 CFR 382.405.

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## HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Joy Gabler

FROM: Jaime Martinez

DATE: 11/15/21

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

FOR: ☒ Information  
☐ Action

Date you wish to have your item considered: December 15, 2021

**ITEM:** Board Policy 4131 - Staff Development (REVISED)

**PURPOSE:** Policy updated to incorporate concepts of student well-being and social-emotional development and learning as it relates to professional development, to clarify that the development of the staff development program includes creating, reviewing and amending the program, to reflect the State Board of Education's California Digital Learning Integration and Standards Guidance regarding staff development in the use of technologies, to reference NEW LAW (AB 130, 2021) regarding requirements for districts offering technology-based instruction pursuant to an independent study program, and to expand the list of characteristics that are included in diverse student populations as related to staff development in meeting the needs of such students. Policy also updated to enhance staff development regarding school climate to include acceptance, civility, and positive behavioral interventions and supports, and staff development regarding student's mental and physical health to include social-emotional learning and trauma-informed practices.

**FISCAL IMPACT:** Unknown.**RECOMMENDATIONS:** Approve.

## Policy 4131: Staff Development

Status: ADOPTED

Original Adopted Date: 01/12/2005 | Last Revised Date: 10/14/2015

The Governing Board believes that, in order to maximize student learning ~~and~~, achievement, and well-being, certificated staff members must be continuously learning and improving ~~their~~ relevant skills. The Superintendent or designee shall develop a program of ongoing professional development which includes opportunities for teachers to enhance their instructional and classroom management skills ~~and~~, become informed about changes in pedagogy and subject matter, and strengthen practices related to social-emotional development and learning.

~~{cf. 6111 – School Calendar}~~

The Superintendent or designee shall involve teachers, site and district administrators, and others, as appropriate, ~~in the development of~~ when creating, reviewing, and amending the district's staff development program. ~~He/she~~ The Superintendent or designee shall ensure that the district's staff development program is aligned with district priorities for student learning, achievement and well-being, school improvement objectives, the local control and accountability plan, and other district and school plans.

~~{cf. 0000 – Vision}~~

~~{cf. 0200 – Goals for the School District}~~

~~{cf. 0420 – School Plans/Site Councils}~~

~~{cf. 0460 – Local Control and Accountability Plan}~~

~~{cf. 0520.2 – Title I Program Improvement Schools}~~

~~{cf. 0520.3 – Title I Program Improvement Districts}~~

The district's staff development program shall assist certificated staff in developing knowledge and skills, including, but not limited to:

1. 1. Mastery of subject-matter knowledge, including current state and district academic standards.

~~{cf. 6011 – Academic Standards}~~

~~{cf. 6142.1 – Sexual Health and HIV/AIDS Prevention Instruction}~~

~~{cf. 6142.2 – World/Foreign Language Instruction}~~

~~{cf. 6142.3 – Civic Education}~~

~~{cf. 6142.5 – Environmental Education}~~

~~{cf. 6142.6 – Visual and Performing Arts Education}~~

~~{cf. 6142.7 – Physical Education and Activity}~~

~~{cf. 6142.8 – Comprehensive Health Education}~~

~~{cf. 6142.91 – Reading/Language Arts Instruction}~~

~~{cf. 6142.92 – Mathematics Instruction}~~

~~{cf. 6142.93 – Science Instruction}~~

~~{cf. 6142.94 – History Social Science Instruction}~~

2. Use of effective, subject-specific teaching methods, strategies, and skills.

3. Use of technologies to enhance instruction and learning, including face-to-face, remote, or hybrid instruction

~~{cf. 0440 – District Technology Plan}~~

~~{cf. 4040 – Employee Use of Technology}~~

~~{cf. 6163.4 – Student Use of Technology}~~

4. Sensitivity to and ability to meet the needs of diverse student populations, including, but not limited to, ~~students of various racial and ethnic groups, students with disabilities, English learners, economically disadvantaged students, foster youth, gifted and talented students, and at-risk~~

~~students~~students with characteristics specified in Education Code 200 and/or 220, Government Code 11135, and/or Penal Code 422.55

~~{cf. 4112.22 – Staff Teaching English Language Learners}~~  
~~{cf. 4112.23 – Special Education Staff}~~  
~~{cf. 5147 – Dropout Prevention}~~  
~~{cf. 6141.5 – Advanced Placement}~~  
~~{cf. 6171 – Title I Programs}~~  
~~{cf. 6172 – Gifted and Talented Student Program}~~  
~~{cf. 6173 – Education for Homeless Children}~~  
~~{cf. 6173.1 – Education for Foster Youth}~~  
~~{cf. 6174 – Education for English Language Learners}~~  
~~{cf. 6175 – Migrant Education Program}~~

5. Understanding of how academic and career technical instruction can be integrated and implemented to increase student learning

5.6. Knowledge of strategies that encourage parents/guardians to participate fully and effectively in their ~~children's education~~ children's education

~~{cf. 1240 – Volunteer Assistance}~~  
~~{cf. 5020 – Parent Rights and Responsibilities}~~  
~~{cf. 6020 – Parent Involvement}~~

6.7. Effective classroom management skills and strategies for establishing a climate that promotes respect, fairness, ~~tolerance~~ acceptance, and ~~discipline~~ civility, including conflict resolution ~~and~~, hatred prevention, and positive behavioral interventions and supports

~~{cf. 5131 – Conduct}~~  
~~{cf. 5131.2 – Bullying}~~  
~~{cf. 5137 – Positive School Climate}~~  
~~{cf. 5138 – Conflict Resolution/Peer Mediation}~~  
~~{cf. 5145.9 – Hate-Motivated Behavior}~~

7.8. Ability to relate to students, understand their various stages of growth and development, and motivate them ~~to learn~~ to learn

8.9. Ability to interpret and use data and assessment results to guide instruction

~~{cf. 5121 – Grades/Evaluation of Student Achievement}~~  
~~{cf. 6162.5 – Student Assessment}~~

9. Knowledge of topics related to student mental and physical health, safety, and welfare

~~{cf. 0450 – Comprehensive Safety Plan}~~  
~~{cf. 5030 – Student Wellness}~~  
~~{cf. 5131.6 – Alcohol and Other Drugs}~~  
~~{cf. 5131.63 – Steroids}~~

10. ~~{cf. 5141.21 – Administering Medication, which may include social-emotional learning and Monitoring Health Conditions}~~trauma-informed practices

~~{cf. 5141.4 – Child Abuse Prevention and Reporting}~~  
~~{cf. 5141.52 – Suicide Prevention}~~  
~~{cf. 5145.3 – Nondiscrimination/Harassment}~~  
~~{cf. 5145.7 – Sexual Harassment}~~

10.11. Knowledge of topics related to employee health, safety, and security

~~{cf. 3514.1 – Hazardous Substances}~~  
~~{cf. 4119.11/4219.11/4319.11 – Sexual Harassment}~~



~~{cf. 4119.42/4219.42/4319.42 – Exposure Control Plan for Bloodborne Pathogens}~~

~~{cf. 4119.43/4219.43/4319.43 – Universal Precautions}~~

~~{cf. 4157/4257/4357 – Employee Safety}~~

~~{cf. 4158/4258/4358 – Employee Security}~~

The Superintendent or designee shall, in conjunction with teachers, interns, and administrators, as appropriate, develop an individualized program of professional growth to increase competence, performance, and effectiveness in teaching and classroom management and, as necessary, to assist them in meeting state or federal requirements to be fully qualified for their positions.

~~{cf. 4112.2 – Certification}~~

~~{cf. 4112.21 – Interns}~~

~~{cf. 4112.24 – Teacher Qualifications Under the No Child Left Behind Act}~~

~~{cf. 4131.1 – Teacher Support and Guidance}~~

Professional learning opportunities offered by the district shall be evaluated based on the criteria specified in Education Code 44277. Such opportunities may be part of a coherent plan that combines school activities within a school, including lesson study or co-teaching, and external learning opportunities that are related to academic subjects taught, provide time to meet and work with other teachers, and support instruction and student learning. Learning activities may include, but are not limited to, mentoring projects for new teachers, extra support for teachers to improve practice, and collaboration time for teachers to develop new instructional lessons, select or develop common formative assessments, or analyze student data. (Education Code 44277)

The district's staff evaluation process may be used to recommend additional individualized staff development for individual employees.

~~{cf. 4115 – Evaluation/Supervision}~~

The Board may budget funds for actual and reasonable expenses incurred by staff who participate in staff development activities. ~~{cf. 3100 – Budget}~~

~~{cf. 3350 – Travel Expenses}~~

The Superintendent or designee shall provide a means for continual evaluation of the benefit of staff development activities to both staff and students and shall regularly report to the Board regarding the effectiveness of the staff development program. Based on the Superintendent's report, the Board may revise the program as necessary to ensure that the staff development program supports the district's priorities for student achievement. ~~{cf. 0500 – Accountability}~~ and well-being.

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## HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Joy Gabler

FROM: Jaime Martinez

DATE: 11/15/21

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

FOR: ☒ Information  
☐ Action

Date you wish to have your item considered: December 15, 2021

**ITEM:** Board Policy 4141/4241 - Collective Bargaining Agreement (NEW)

**PURPOSE:** Board Policy reflects court decision holding that a provision in a collective bargaining agreement that directly conflicts with the Education Code cannot be enforced. Policy also contains language clarifying that, whenever a law conflicts with a provision in the collective bargaining agreement, the law will prevail.

**FISCAL IMPACT:** None.**RECOMMENDATIONS:** Approve.

**Policy 4141/4241: Collective Bargaining Agreement**

Status: In Progress

The Governing Board recognizes that collective bargaining agreements are legally binding, bilateral agreements with the exclusive representatives of employees pertaining to terms and conditions of employment. The Board is committed to carrying out the provisions of each agreement and expects the agreements to be consistently and uniformly administered.

Following adoption of the collective bargaining agreement, the Superintendent or designee shall review related Board policies and recommend to the Board any action needed to maintain consistency with the agreement. Whenever a Board policy conflicts with a provision in the collective bargaining agreement, the agreement shall be binding for those employees covered by the terms of the agreement. Whenever a law conflicts with a provision in the collective bargaining agreement, the law will prevail as to those employees for whom the law applies.

Upon request by the Public Employment Relations Board, the Superintendent or designee shall provide, within 15 days of the request, a copy of the written agreement and any amendments. (8 CCR 32120)

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## HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Joy Gabler

FROM: Jaime Martinez

DATE: 11/15/21

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

FOR: ☒ Information  
☐ Action

Date you wish to have your item considered: December 15, 2021

**ITEM:** Board Policy/Administrative Regulation 4158/4258/4358 - Employee Security (REVISED)

**PURPOSE:** Board Policy/Administrative Regulation updated to reflect law authorizing a district to petition, on behalf of an employee, for a gun violence restraining order prohibiting a person from owning, purchasing, possessing, or receiving a firearm. Policy also reflects law requiring a district to provide reasonable accommodations, upon request, to an employee who is a victim of domestic violence, sexual assault, or stalking. Policy adds a requirement of law to inform administrators and counselors, along with teachers, regarding certain crimes and offenses committed by students. Regulation updated to more directly reflect law requiring a report to law enforcement of any attack, assault, or physical threat made against an employee by a student. Material in section on "Notice Regarding Student Offenses" reorganized to clarify the required notifications that must be made to staff pertaining to (1) student offenses that are grounds for suspension or expulsion and (2) any report received from a court that a student has been found to have committed a felony or misdemeanor involving specified offenses.

**FISCAL IMPACT:** None.

**RECOMMENDATIONS:** Approve.

**Policy 4158/4258/4358: Employee Security**

Status: In Progress

~~A-~~ The Governing Board of Trustees desires to provide a safe and orderly work environment for all employees. As part of the district's comprehensive safety plan, the Superintendent or designee shall develop strategies for protecting employees from potentially dangerous persons and situations and for providing ~~them with~~ necessary assistance and support when emergency situations occur.

~~(cf. 0450 – Comprehensive Safety Plan)~~

~~(cf. 3515 – Campus Security)~~

~~(cf. 5131.4 – Student Disturbances)~~

Any person who threatens the safety of others at any district facility may be removed by the Superintendent or designee in accordance with AR 3515.2 - Disruptions.

~~1-~~ Any employee against whom violence or any threat of violence has been directed in the workplace shall notify ~~the Superintendent~~ the Superintendent or designee immediately. ~~The As appropriate, the Superintendent or designee shall initiate legal and security measures to protect the employee and others in the workplace. In addition, the Superintendent or designee may initiate legal proceedings against any individual to recover damages for injury caused by the willful misconduct of that individual to the person or property of an employee or another person on district premises. Such measures may include seeking a temporary restraining order on behalf of the employee pursuant to Code of Civil Procedure 527.8 and/or a gun violence restraining order pursuant to Penal Code 18150 and 18170.~~

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

~~(cf. 3515.4 – Recovery for Property Loss or Damage)~~

~~The Superintendent or designee shall ensure~~ Upon request by an employee who is a victim of domestic violence, sexual assault, or stalking, the Superintendent or designee shall provide reasonable accommodations in accordance with Labor Code 230-230.1 and the accompanying administrative regulation to protect the employee's safety while at work.

The Superintendent or designee may pursue legal action on behalf of an employee against a student or the student's parent/guardian to recover damages for injury to the employee's person or property caused by the student's willful misconduct that employees are trained occurred on district property, at a school or district activity, or in retaliation for lawful acts of the employee in the performance of the employee's duties. (Education Code 48904, 48905)

~~2-~~ The Superintendent or designee shall provide staff development in crisis prevention and intervention techniques in order to protect themselves and students. Staff development intervention techniques, which may include training in classroom management, effective communication techniques, procedures for responding to an active shooter situation, and crisis resolution.

~~(cf. 4131 – Staff Development)~~

~~(cf. 4231 – Staff Development)~~

~~(cf. 4331 – Staff Development)~~

~~3-~~ ~~The~~ In accordance with law, the Superintendent or designee ~~also shall ensure that employees are informed, in accordance with law, inform teachers, administrators, and/or counselors~~ of crimes and offenses committed by students who may pose a danger in the classroom. (Education Code 48201, 49079; Welfare and Institutions Code 827)

4. The Superintendent or designee may make available at appropriate locations, including, but not limited to, ~~district and~~ district and school offices, gyms, and classrooms, communication devices that would enable two-way communication with law enforcement and others when emergencies occur.

~~{cf. 5141—Health Care and Emergencies}~~

## **B. Reporting of Injurious Objects**

~~The Board required employees to~~ Employees shall take immediate action upon being made aware that any person is in possession of ~~ana weapon or~~ unauthorized injurious object on school grounds or at a school-related or school-sponsored activity. ~~The employee~~ Employees shall ~~use his/her own~~ exercise their best judgment as to the potential danger involved and, ~~based upon this analysis,~~ shall do one of the following:

1. Confiscate the object and deliver it to the principal immediately
2. Immediately notify the principal, who shall take appropriate action
3. Immediately call 911 and the principal

~~{cf. 5131.7—Weapons and Dangerous Instruments}~~

~~{cf. 5144—Discipline}~~

~~{cf. 5144.1—Suspension and Expulsion/Due Process}~~

~~{cf. 5144.2—Suspension and Expulsion/Due Process (Students with Disabilities)}~~

When informing the principal about the possession or seizure of a weapon or dangerous device, ~~the an~~ employee shall report the name(s) of persons involved, witnesses, location, and the circumstances of any seizure.

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**Regulation 4158/4258/4358: Employee Security**

Status: In Progress

An employee may use reasonable and necessary force for ~~his/her~~ self-defense, or defense of another person, ~~or protection of property;~~ to quell a disturbance threatening physical injury to others; or damage to property, or to obtain possession of weapons or other dangerous objects within the control of a student. (Education Code 44807, 49001) ~~(cf. 5131.7—Weapons and Dangerous Instruments)~~

~~(cf. 5144—Discipline)~~

~~Employees~~An employee shall promptly report to the principal or other immediate supervisor any attack, assault, or physical threat made against ~~them by a student~~ the employee by a student or by any other individual in relation to the performance of the employee's duties, and any action the employee took in response. Reports of an attack, assault, or threat shall be forwarded immediately to the Superintendent or designee.

~~Both~~In addition, the employee and the principal or other immediate supervisor shall promptly report ~~such instances to the appropriate~~ to local law enforcement agency. ~~(Education Code 44014)~~  
~~In addition, employees shall promptly report to the principal or supervisor, and may report to law enforcement, any authorities an~~ attack, assault, or physical threat made against ~~them on school grounds~~ the employee by any other individual a student. (Education Code 44014)

~~(cf. 3512.2—Disruptions)~~

~~Reports of attack, assault, or threat shall be forwarded immediately to the Superintendent or designee.~~

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

~~(cf. 3515.4—Recovery for Property Loss or Damage)~~

~~(cf. 3530—Risk Management/Insurance)~~

**Notice Regarding Student Offenses** ~~Committed While Under School Jurisdiction~~

When a student commits certain offenses that may endanger staff or others, the following procedures shall be implemented to notify staff members as appropriate:

1. Acts That Are Grounds for Suspension or Expulsion

- a. The Superintendent or designee shall inform the teacher(s) of each student who ~~has engaged in, or is reasonably suspected of, any act,~~ during the previous three school years ~~which could constitute grounds for suspension or expulsion under Education Code 48900, with the exception of,~~ has engaged in or is reasonably suspected to have engaged in any act, except the possession or use of tobacco products, ~~or Education Code 48900.2, 48900.3, 48900.4, or 48900.7 that would constitute a ground for suspension or expulsion as specified in AR 5144.1 -~~ Suspension and Expulsion/Due Process. This information shall be based upon district records maintained in the ordinary course of business or records received from a law enforcement agency. (Education Code 49079)

~~(cf. 5125—Student Records)~~

~~(cf. 5144.1—Suspension and Expulsion/Due Process)~~

- b. Upon receiving a transfer student's record regarding acts committed by the student that resulted in ~~his/her~~ suspension or expulsion, the Superintendent or designee shall inform the student's teacher(s) that the student was suspended from school or expelled from ~~his/her~~ the former district and of the act that resulted in the suspension or expulsion. (Education Code 48201)

~~(Education Code 48201)~~

- c. Information received by teacher(s) shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher. (Education Code 48201, 49079)

Notice Regarding Student

Offenses ~~Committed While Outside School Jurisdiction~~

~~When a minor student has been found by a court of competent jurisdiction reported to have illegally used, sold, or possessed a controlled substance or committed specified crimes involving serious acts of violence, the district police or security department may provide written notification to the Superintendent. (Welfare and Institutions Code 828).~~

2. (cf. 3515.3—District Police/Security Department) by a Court

- a. When informed by ~~the~~ court that a minor student has been found by ~~a~~ the court to have committed any felony or any misdemeanor involving curfew, gambling, alcohol, drugs, tobacco products, carrying of weapons, a sex offense listed in Penal Code 290, assault or battery, larceny, vandalism, or graffiti, the Superintendent or designee shall ~~so inform~~ expeditiously notify the school principal. ~~(Welfare and Institutions Code 827)~~  
Code 827)
- b. The principal shall expeditiously disseminate this information to any counselor who directly supervises or reports on the student's behavior or progress. ~~The principal also may inform and to any teacher or administrator he/she directly supervising or reporting on the student's behavior or progress whom the principal~~ thinks may need the information ~~so as in order~~ to work with the student appropriately, avoid being needlessly vulnerable, or protect others from vulnerability. ~~(Welfare and Institutions Code 827)~~
- c. Any court-initiated information that a teacher, counselor, or administrator receives shall be kept confidential and used only to rehabilitate the student and protect other students and staff. The information shall be further disseminated only when communication with the student, parent/guardian, law enforcement staff, and probation officer is necessary to rehabilitate the student or to protect students and staff. ~~(Welfare and Institutions Code 827)~~
- d. When a student is removed from school as a result of ~~his/her~~ offense, the Superintendent shall hold the court's information in a separate confidential file until the student is returned to the district. If the student is returned to a different district, the Superintendent shall transmit the information provided by the student's parole or probation officer to the superintendent of the new district of attendance. ~~(Welfare and Institutions Code 827)~~  
(Welfare and Institutions Code 827)
- e. Any confidential file of court-initiated information shall be kept until the student becomes 18, graduates from high school, or is released from juvenile court jurisdiction, whichever occurs first, and shall then be destroyed. ~~(Welfare and Institutions Code 827)~~

Procedures to Maintain Confidentiality of Student Offenses

In order to maintain confidentiality when providing information about student offenses to ~~counselors and teachers of classes/programs to which a student is assigned~~ a counselor or teacher, the principal or designee shall ~~inform~~ send the staff member a written notification that ~~one of his/her students~~ a student has committed an offense that requires ~~his/her~~ review of a student's file in the school office. This notice shall not name or otherwise identify the student.

The staff member shall initial the notification and shall also initial the student's file when reviewing it in the school office. ~~Once the district has made a good faith effort to comply with the notification requirement of Education Code 49079 and Welfare and Institutions Code 827, an employee's failure to review the file constitutes district compliance with the requirement to provide notice to the teacher.~~

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Accommodations for Victims of Domestic Violence, Sexual Assault, or Stalking

When requested by an employee who is a victim of domestic violence, sexual assault, or stalking, the district shall provide the employee reasonable accommodations which may include the implementation of safety measures, including: (Labor Code 230)

- 1. A transfer, reassignment, or modified schedule



2. A changed work telephone or work station

3. An installed lock

4. Assistance in documenting domestic violence, sexual assault, stalking, or other crime that occurs in the workplace

5. Referral to a victim assistance organization

6. Another safety procedure or adjustment to a job structure, workplace facility, or work requirement in response to domestic violence, sexual assault, stalking, or other crime

The Superintendent or designee shall engage in a timely, good faith, and interactive process with the employee to determine effective reasonable accommodations that do not pose an undue hardship on the district. In determining whether an accommodation is reasonable, the Superintendent or designee shall consider any exigent circumstance or danger facing the employee. (Labor Code 230)

Upon the request of the Superintendent or designee, an employee requesting a reasonable accommodation shall provide a written statement, signed by the employee or an individual acting on the employee's behalf, certifying that the accommodation is for an authorized purpose. The Superintendent or designee may also request that the employee provide certification of the employee's status as a victim of domestic violence, sexual assault, or stalking.

Such certification may include: (Labor Code 230)

1. A police report indicating that the employee was a victim

2. A court order protecting or separating the employee from the perpetrator of the crime or abuse, or other evidence from the court or prosecuting attorney that the employee has appeared in court

3. Documentation from a licensed medical professional or health care provider, domestic violence or sexual assault counselor, victim advocate, or counselor that the employee was undergoing treatment or receiving services for physical or mental injuries or abuse resulting in victimization from the crime or abuse

4. Any other form of documentation that reasonably verifies that the crime or abuse occurred, including, but not limited to, a written statement signed by the employee or by an individual acting on the employee's behalf

Any verbal or written statement, police or court record, or other documentation identifying an employee as a victim shall be confidential and shall not be disclosed by the district except as required by federal or state law or as necessary to protect the employee's safety in the workplace. The employee shall be notified before any authorized disclosure. (Labor Code 230)

Every six months after the date of the certification, the Superintendent or designee may request recertification of the employee's status as a victim of domestic violence, sexual assault, or stalking or ongoing circumstances related to the crime or abuse. The employee shall notify the Superintendent or designee if, due to changing circumstances, the employee needs a new accommodation or no longer needs an accommodation. (Labor Code 230)

The district shall not retaliate against an employee because of the employee's status as a victim of crime or abuse or for requesting a reasonable accommodation, regardless of whether the request was granted. (Labor Code 230)

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## HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Board of Trustees

FROM: Joy C. Gabler

DATE: December 2, 2021

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

FOR: ☐ Information  
☒ Action

Date you wish to have your item considered: December 15, 2021

**ITEM:** Consider adopting Resolution #10-22: Regarding Absent Board Member Compensation.

**PURPOSE:** Education Code section 35120(c) provides that a board member may be paid for any meeting when absent if the board by resolution duly adopted and included in its minutes finds that at the time of the meeting: 1) he or she is performing services outside the meeting for the school district or districts, (2) he or she was ill or on jury duty, (3) or the absence was due to a hardship deemed acceptable by the board. Trustee Jeff Garner was unable to attend the November 10, 2021 meeting due to illness.

**FISCAL IMPACT:** Not to exceed \$262.50.

**RECOMMENDATIONS:** Adopt Resolution #10-22.

**HANFORD ELEMENTARY SCHOOL DISTRICT  
RESOLUTION # 10-22**

**Board of Trustees  
Hanford Elementary School District**

**RESOLUTION REGARDING ABSENT BOARD MEMBER COMPENSATION  
(Education Code § 35120(c))**

**WHEREAS**, Education Code section 35120(c) provides that a board member may be paid for any meeting when absent if the board by resolution duly adopted and included in its minutes finds that at the time of the meeting: 1) he or she is performing services outside the meeting for the school district or districts, (2) he or she was ill or on jury duty, (3) or the absence was due to a hardship deemed acceptable by the board.

**NOW, THEREFORE BE IT RESOLVED** that the Hanford Elementary School District Board of Trustees determines as follows:

1. Board Member Jeff Garner was absent from the Hanford Elementary School District's regular board meeting held November 10, 2021 due to:
  - ☐ performing services outside the meeting for the school district
  - ☒ illness
  - ☐ jury duty
  - ☐ hardship deemed acceptable by the board
2. Said Board Members shall be paid for the meeting.

**PASSED AND ADOPTED THIS 15th day of December, 2021** at a regular meeting, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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Robert Garcia, President

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Lupe Hernandez, Clerk

## HANFORD ELEMENTARY SCHOOL DISTRICT

### AGENDA REQUEST FORM

TO: Joy Gabler

FROM: Robert Heugly

DATE: November 12, 2021

For: ☒ Board Meeting  
☐ Superintendent's Cabinet

For: ☐ Information  
☒ Action

Date you wish to have your item considered: December 15, 2021

**ITEM:**

Consider adoption of the Hanford Elementary School District Educator Effectiveness Block Grant expenditure plan

**PURPOSE:**

The Hanford Elementary School District Educator Effectiveness Block Grant expenditure plan was reviewed at a public hearing during the Board meeting on 11/10/2021 and is available for review on the District's website at: <https://www.hanfordesd.org/departments/categorical-programs/local-control-accountability-plan>

The adopted State Budget included funding for county offices of education, school districts, charter schools, and state special schools to provide professional learning and to promote educator equity, quality, and effectiveness. The grant requires that Local Educational Agencies (LEAs) receiving these funds develop an expenditure plan that details the use of funds for the development of teachers, administrators, paraprofessionals, and classified staff. Funds may be spent in any, or all the fiscal years from 2021-22 to 2025-26. The plan must be presented at a public meeting of the governing board before its adoption at a subsequent meeting.

**FISCAL IMPACT:**

The fiscal impact is detailed in the Educator Effectiveness Block Grant expenditure plan and was discussed at the Public Hearing on November 10, 2021. Total grant amount is: \$1,393,940

**RECOMMENDATION:**

Approve the Hanford Elementary School District Educator Effectiveness Block Grant expenditure plan

# HANFORD ELEMENTARY SCHOOL DISTRICT

## AGENDA REQUEST FORM

TO: Joy Gabler

FROM: Doug Carlton

DATE: November 1, 2021

For: ☒ Board Meeting  
☐ Superintendent's Cabinet

For: ☐ Information  
☒ Action

Date you wish to have your item considered: December 15, 2021

**ITEM:** Receive for Action BP/AR 5141.52 Suicide Prevention

**PURPOSE:** Policy and regulation updated to reflect NEW LAW (AB 1767) which mandates age-appropriate policy on suicide prevention, intervention, and postvention for students in grades K-6 beginning in the 2020-21 school year. Policy reflects requirements to consult with specified stakeholders on policy development, coordinate with the county mental health plan whenever a referral is made for mental health or related services for a student in grades K-6 who is a Medi-Cal beneficiary, and ensure that employees act within the authorization and scope of their credential or license. Policy also reflects NEW LAW (AB 34) which requires the district, beginning in the 2020-21 school year, to post its suicide prevention policy in a prominent location on its web site.

Regulation updated to move material regarding the printing of the national suicide hotline number on student identification cards to a new section. Regulation also adds an optional postvention strategy to identify and monitor students significantly affected by suicide and those at risk of imitative behavior.

**FISCAL IMPACT:** The district receives a series of federal grants which are impacted by this policy.

**RECOMMENDATION:** Approve BP/AR 5141.52

## **Policy 5141.52: Suicide Prevention**

**Status:** DRAFT

**Original Adopted Date:** 02/22/2017 | **Last Revised Date:** 10/23/2019 | **Last Reviewed Date:** 10/28/2021

The Governing Board recognizes that suicide is a leading cause of death among youth, prevention is a collective effort that requires stakeholder engagement, and school personnel who regularly interact with students are often in a position to recognize the warning signs of suicide and to offer appropriate referral and/or assistance. In an effort to reduce suicidal behavior, its impact on students and families, and other trauma associated with suicide, the Superintendent or designee shall develop measures, strategies, practices, and supports for suicide prevention, intervention, and postvention.

In developing policy and procedures for suicide prevention, intervention, and postvention, the Superintendent or designee shall consult with school and community stakeholders, school-employed mental health professionals, suicide prevention experts, and, in developing policy for grades K-6, the county mental health plan. (Education Code 215)

School and community education community partners and school mental health professionals with whom the Superintendent or designee shall consult may include district and school administrators, school counselors, school psychologists, school social workers, school nurses, other staff, parents/guardians and caregivers, students, local health agencies, mental health professionals, community organizations, law enforcement, legal counsel, and/or the district's risk manager or insurance carrier. The Superintendent or designee may also collaborate with county and/or city governments in an effort to align district policy with any existing community suicide prevention plans.

Measures and strategies for suicide prevention, intervention, and postvention shall include, but are not limited to:

1. Staff development on suicide awareness and prevention for teachers, interns, school counselors, and others who interact with students, including, as appropriate, substitute teachers, coaches, expanded day learning staff, crossing guards, tutors, and volunteers
2. Instruction to students in problem-solving, coping, and resiliency skills to promote students' mental, emotional, and social health and well-being, as well as instruction in recognizing and appropriately responding to warning signs of suicidal intent in others
3. Methods for promoting a positive school climate that enhances students' feelings of connectedness with the school and that is characterized by caring staff and harmonious interrelationships among students
4. The review of materials and resources used in awareness efforts and communications to ensure they align with best practices for safe and effective messaging about suicide
5. The provision of information to parents/guardians and caregivers regarding risk and protective factors, warning signs of suicide, the severity of the suicide problem among youth, the district's suicide prevention curriculum, the district's suicide prevention policy and procedures, basic steps for helping suicidal youth, the importance of communicating with appropriate staff if suicide risk is present or suspected, access to suicide prevention training, and/or school and community resources that can help youth in crisis
6. Encouragement for students to notify appropriate school personnel or other adults when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions
7. Crisis intervention procedures for addressing suicide threats or attempts

8. Counseling and other postvention strategies for helping students, staff, and others cope in the aftermath of a student's suicide
9. Establishment of district and/or school-site crisis intervention team(s) to ensure the proper implementation and review of this policy and other district practices related to the emotional and behavioral wellness of students, including, but not limited to, the oversight of mental health and suicide prevention training, collaboration with community mental health organizations, identification of resources and organizations that provide evidence-based treatment, collaboration to build community response, and compliance with Education Code 215

As appropriate, these measures and strategies shall specifically address the needs of students who are at high risk of suicide, including, but not limited to, students who are bereaved by suicide; students with disabilities, mental illness, or substance use disorders; students who are experiencing homelessness or who are in out-of-home settings such as foster care; and students who are lesbian, gay, bisexual, transgender, or questioning. (Education Code 215)

The Board shall ensure that measures and strategies for students in grades K-6 are age appropriate and delivered and discussed in a manner that is sensitive to the needs of young students. (Education Code 215)

If a referral is made for mental health or related services for a student in grade K-6 who is a Medi-Cal beneficiary, the Superintendent or designee shall coordinate and consult with the county mental health plan. (Education Code 215)

District employees shall act only within the authorization and scope of their credential or license. Nothing in this policy shall be construed as authorizing or encouraging district employees to diagnose or treat mental illness unless they are specifically licensed and employed to do so. (Education Code 215)

The Board shall review, and update as necessary, this policy at least every five years. The Board may, at its discretion, review the policy more frequently. (Education Code 215)

The Superintendent or designee shall periodically review district data pertaining to school climate and reports of suicidal ideation, attempts, or death to identify patterns or trends and make recommendations regarding program development.

The Superintendent or designee shall post this policy on the district's web site, in a prominent location and in a manner that is easily accessible to parents/guardians and students. (Education Code 234.6)

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

#### **State References**

Ed. Code 215  
 Ed. Code 215.5  
 Ed. Code 216  
 Ed. Code 234.6  
 Ed. Code 32280-32289.5  
 Ed. Code 49060-49079  
 Ed. Code 49602  
 Ed. Code 49604  
 Gov. Code 810-996.6

#### **Description**

Student suicide prevention policies  
 Student identification cards, inclusion of safety hotlines  
 Suicide prevention online training programs  
 Bullying and harassment prevention information  
 Comprehensive safety plan  
 Student records  
 Confidentiality of student information  
 Suicide prevention training for school counselors  
 Government Claims Act

Pen. Code 11164-11174.3

Child Abuse and Neglect Reporting Act

W&amp;I Code 5698

Emotionally disturbed youth; legislative intent

W&amp;I Code 5850-5886

Children's Mental Health Services Act

**Management Resources References****Description**California Department of Education  
PublicationHealth Education Content Standards for California Public Schools,  
Kindergarten Through Grade Twelve, 2008California Department of Education  
PublicationHealth Framework for California Public Schools, Kindergarten  
Through  
Grade Twelve, 2019Centers for Disease Control and Prevention  
PublicaSchool Connectedness: Strategies for Increasing Protective Factors Among  
Youth, 2009

Court Decision

Corales v. Bennett (Ontario-Montclair School District), (2009) 567 F.3d 554

Nat'l Assoc. of School Psychologists  
PublicationPreventing Suicide: Guidelines for Administrators and Crisis Teams,  
2015U.S. Dept. of Health & Human Services  
Publication rev.  
2012National Strategy for Suicide Prevention: Goals and Objectives for Action,  
2012U.S. Dept. of Health & Human Services  
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Preventing Suicide: A Toolkit for High Schools, 2012

Website

Suicide Prevention Lifeline -

<https://simbli.eboardsolutions.com/SU/afV0kpluspY6dedsmutWePi1w==>

Website

Suicide Prevention Resource Center -

<https://simbli.eboardsolutions.com/SU/2cfjFY4ju3lrj8NMBvPa0g==>

Website

Trevor Project -

<https://simbli.eboardsolutions.com/SU/YGdplusizjTY5ffqCzyaC432A==>

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U.S. Department of Health and Human Services, Substance Abuse and  
Mental Health Services Administration -<https://simbli.eboardsolutions.com/SU/fqslshmylnfegyQnF2VZzOI5g==>

Website

American Association of Suicidology -

<https://simbli.eboardsolutions.com/SU/2epimFF2un2Frplus9gZent5w==>

Website

American Foundation for Suicide Prevention -

<https://simbli.eboardsolutions.com/SU/FEUu0bQA19UxSaw3Wtfi0A==>

Website

American Psychological Association -

<https://simbli.eboardsolutions.com/SU/whnZxkEv3ftXlzAgg4Eknw==>

Website

California Department of Education, Mental Health -

<https://simbli.eboardsolutions.com/SU/U8ybLhoblsishezvvd8YxPBKw==>

Website

California Department of Health Care Services, Mental Health Services

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National Association of School Psychologists -

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National Institute for Mental Health -

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American School Counselor Association -

<https://simbli.eboardsolutions.com/SU/R1ggYp24tGNHpluszwmaMrEvg==>**Cross References****Description**

0450

Comprehensive Safety Plan -

<https://simbli.eboardsolutions.com/SU/Pw53k7slshWwK5WnlpAj4TaQ==>



0450	Comprehensive Safety Plan - <a href="https://simbli.eboardsolutions.com/SU/I4Efl6y2kHuwWKAC7AywwQ==">https://simbli.eboardsolutions.com/SU/I4Efl6y2kHuwWKAC7AywwQ==</a>
0470	COVID-19 Mitigation Plan - <a href="https://simbli.eboardsolutions.com/SU/Uda1PR36HqbR8ubMgSxA2Q==">https://simbli.eboardsolutions.com/SU/Uda1PR36HqbR8ubMgSxA2Q==</a>
1400	Relations Between Other Governmental Agencies And The Schools <a href="https://simbli.eboardsolutions.com/SU/PgSICFTwqKPwAxbplus35cplus8w==">https://simbli.eboardsolutions.com/SU/PgSICFTwqKPwAxbplus35cplus8w==</a>
3515	Campus Security - <a href="https://simbli.eboardsolutions.com/SU/iAJncgFRE6o6pc0uHnAiSA==">https://simbli.eboardsolutions.com/SU/iAJncgFRE6o6pc0uHnAiSA==</a>
3515	Campus Security - <a href="https://simbli.eboardsolutions.com/SU/uCquXQKJwdgkhCyslsh6poGdg==">https://simbli.eboardsolutions.com/SU/uCquXQKJwdgkhCyslsh6poGdg==</a>
4131	Staff Development - <a href="https://simbli.eboardsolutions.com/SU/nPbCkSUKdLxC3TwKOLDmSA==">https://simbli.eboardsolutions.com/SU/nPbCkSUKdLxC3TwKOLDmSA==</a>
4231	Staff Development - <a href="https://simbli.eboardsolutions.com/SU/1plqApZfXqTJplus3V3yAttlg==">https://simbli.eboardsolutions.com/SU/1plqApZfXqTJplus3V3yAttlg==</a>
5125	Student Records - <a href="https://simbli.eboardsolutions.com/SU/uiVJk3G6TkTplusVR2QwgWBtw==">https://simbli.eboardsolutions.com/SU/uiVJk3G6TkTplusVR2QwgWBtw==</a>
5125	Student Records - <a href="https://simbli.eboardsolutions.com/SU/aoTt3s0aYvG7slshk1b5KoNOA==">https://simbli.eboardsolutions.com/SU/aoTt3s0aYvG7slshk1b5KoNOA==</a>
5131	Conduct - <a href="https://simbli.eboardsolutions.com/SU/TufdILlplus8L1HslshVzdsRm3TQ==">https://simbli.eboardsolutions.com/SU/TufdILlplus8L1HslshVzdsRm3TQ==</a>
5131.2	Bullying - <a href="https://simbli.eboardsolutions.com/SU/SIPFLEuF6RP5ziUSiLDW1A==">https://simbli.eboardsolutions.com/SU/SIPFLEuF6RP5ziUSiLDW1A==</a>
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5131.6	Alcohol And Other Drugs - <a href="https://simbli.eboardsolutions.com/SU/szE1NALKCM744pom7F2jVQ==">https://simbli.eboardsolutions.com/SU/szE1NALKCM744pom7F2jVQ==</a>
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5137	Positive School Climate - <a href="https://simbli.eboardsolutions.com/SU/vCsIsh0nVAXAHmfIH7gplustoHqw==">https://simbli.eboardsolutions.com/SU/vCsIsh0nVAXAHmfIH7gplustoHqw==</a>
5141	Health Care And Emergencies - <a href="https://simbli.eboardsolutions.com/SU/8YIkEzGY2VTmplusMQmYoeyoQ==">https://simbli.eboardsolutions.com/SU/8YIkEzGY2VTmplusMQmYoeyoQ==</a>
5141	Health Care And Emergencies - <a href="https://simbli.eboardsolutions.com/SU/LzKKKu5oOUt4nSANXTqZwg==">https://simbli.eboardsolutions.com/SU/LzKKKu5oOUt4nSANXTqZwg==</a>
5141.4	Child Abuse Prevention And Reporting - <a href="https://simbli.eboardsolutions.com/SU/WWPhVmqn8zniJm1mZ1ZKZQ==">https://simbli.eboardsolutions.com/SU/WWPhVmqn8zniJm1mZ1ZKZQ==</a>
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5141.6	School Health Services - <a href="https://simbli.eboardsolutions.com/SU/UHX1nfluv39ZG7BDa42TaA==">https://simbli.eboardsolutions.com/SU/UHX1nfluv39ZG7BDa42TaA==</a>
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5142	Safety - <a href="https://simbli.eboardsolutions.com/SU/mto5kOjSDnOWK1zUL8hkYA==">https://simbli.eboardsolutions.com/SU/mto5kOjSDnOWK1zUL8hkYA==</a>
5142	Safety - <a href="https://simbli.eboardsolutions.com/SU/e92TTgnCEEdYy7D9plusplusrCFQ==">https://simbli.eboardsolutions.com/SU/e92TTgnCEEdYy7D9plusplusrCFQ==</a>

- Nondiscrimination/Harassment -  
5145.3 <https://simbli.eboardsolutions.com/SU/4K1w1cplusH8plusG4l9sn9y8lrQ==>
- Nondiscrimination/Harassment -  
5145.3 <https://simbli.eboardsolutions.com/SU/IUe4xmObMslshYUugUjgi7tCQ==>
- Sexual Harassment -  
5145.7 <https://simbli.eboardsolutions.com/SU/w54cGnA0rUcplusHhS2dplusrK5Q==>
- Sexual Harassment -  
5145.7 <https://simbli.eboardsolutions.com/SU/gve8qouMksDvi8iry3U5wA==>
- Hate-Motivated Behavior -  
5145.9 <https://simbli.eboardsolutions.com/SU/BCpWbC2n8mxqBplMkeCxPg==>
- Comprehensive Health Education -  
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**Board Policy Manual  
Hanford Elementary School District**

**Regulation 5141.52: Suicide Prevention**

Original Adopted Date: 10/10/2018 | Last Revised Date: 10/23/2019 | Last Reviewed Date: 10/23/2019  
10/23/2019

Status:

~~ADOPTED~~  
DRAFT

~~Student identification cards shall include the National Suicide Prevention Lifeline telephone number and may also include the Crisis Text Line and/or a local suicide prevention hotline telephone number.~~  
(Education Code 215.5) **Staff Development**

Suicide prevention training shall be provided to teachers, interns, counselors, and other district employees who interact with students, including, as appropriate, substitute teachers, coaches, expanded day learning staff, crossing guards, tutors, and volunteers. The training shall be offered under the direction of a district counselor, psychologist, and/or social worker who has received advanced training specific to suicide and or in cooperation who may collaborate with one or more county or community mental health agencies.

Materials for training shall include how to identify appropriate mental health services at the school site and within the community, and when and how to refer youth and their families to those services. Materials also may include programs that can be completed through self-review of suitable suicide prevention materials. (Education Code 215)

Staff ~~Additionally, staff~~ development shall include research and information related to the following topics:

1. The higher risk of suicide among certain groups, including, but not limited to, students who are bereaved impacted by suicide; students with disabilities, mental illness, or substance use disorders; students who are experiencing homelessness or who are in out-of-home settings such as foster care; and students who are lesbian, gay, bisexual, transgender, or questioning youth
2. Individual risk factors such as previous suicide attempt(s) or self-harm, history of depression or mental illness, family history of suicide or violence, feelings of isolation, interpersonal conflicts, a recent severe or traumatic stressor or loss, family instability, impulsivity, and other factors
3. Warning ~~Identification of students who may be at risk of suicide, including, but not limited to,~~ warning signs that may indicate depression, emotional distress, or suicidal intentions, such as changes in students' personality or behavior and verbalizations of hopelessness or suicidal intent
4. Protective factors that may help to decrease a student's suicide risk, such as resiliency, problem-solving ability, access to mental health care, and positive connections to family, peers, school, and community
5. Instructional strategies for teaching the suicide prevention curriculum and promoting mental and emotional health, reducing the stigma associated with mental illness, and using safe and effective messaging about suicide
6. The importance of early prevention and intervention in reducing the risk of suicide
7. School and community resources and services, including resources and services that meet the specific needs of high-risk groups
8. Appropriate ways to interact with a student who is demonstrating emotional distress or is suicidal and procedures for intervening when a student attempts, threatens, or discloses the desire to die by suicide, including, but not limited to, appropriate protocols for constant monitoring and

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supervision of the student, during the time the student is in the school's physical custody, while the immediate referral of the student to medical or mental health services is being processed

8-9. District procedures for responding after a suicide has occurred

#### 10. Common misconceptions about suicide

The district may provide additional professional development in suicide risk assessment and crisis intervention to district mental health professionals, including, but not limited to, school counselors, psychologists, social workers, and nurses.

#### **Instruction**

The district's comprehensive health education program shall promote the healthy mental, emotional, and social development of students and shall be aligned with the state content standards and curriculum framework. Suicide prevention instruction shall be incorporated into the health education curriculum at an age and developmentally appropriate secondary grades manner and shall be designed to help students:

1. Identify and analyze warning signs of depression and self-destructive behaviors risk factors associated with suicide, including, but not limited to, understanding how mental health challenges and understand how emotional distress, such as feelings of depression, loss, isolation, inadequacy, and anxiety, can lead to thoughts of suicide
2. Develop coping and resiliency skills for dealing with stress and trauma, and building self-esteem
3. Learn to listen, be honest, share feelings, and get help when communicating with friends who show signs of suicidal intent
4. Identify trusted adults, school resources, including the district's suicide prevention, intervention, and referral procedures, and/or community crisis intervention resources where youth can get help
- 4-5. Develop help-seeking strategies and recognize that there is no stigma associated with seeking services for mental health, substance abuse, and/or suicide prevention

#### 6. Recognize that early prevention and intervention can drastically reduce the risk of suicide

The Superintendent or designee may develop and implement school activities that raise awareness about mental health wellness and suicide prevention.

#### **Student Identification Cards**

Student identification cards for students in grades 7-12 shall include the National Suicide Prevention Lifeline telephone number and may also include the Crisis Text Line and/or a local suicide prevention hotline telephone number. (Education Code 215.5)

#### **Intervention**

The Superintendent or designee shall provide the name, title, and contact information of the members of the district and/or school crisis intervention team(s) to students, staff, parents/guardians, and caregivers and on school and district web sites. Such notifications shall identify the mental health professional who serves as the crisis intervention team's designated reporter to receive and act upon reports of a student's suicidal intention.

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Students shall be encouraged to notify a teacher, principal, counselor, designated reporter, or other adult when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions.

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Every statement regarding suicidal intent shall be taken seriously. Whenever a staff member suspects or has knowledge of a student's suicidal intentions based on the student's verbalizations or act of self-harm, the staff member shall promptly notify the principal ~~or~~ school counselor, or designated reporter, who shall implement district intervention protocols as appropriate.

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Although any personal information that a student discloses to a school counselor shall generally not be revealed, released, ~~referenced, or~~ discussed, or referred to with third parties, the counselor may report to the principal or student's parents/guardians when there is reasonable cause to believe that disclosure is necessary to avert a clear and present danger to the health, safety, or welfare of the student or others within the school community. In addition, the counselor may disclose information of a personal nature to psychotherapists, other health care providers, or the school nurse for the sole purpose of referring the student for treatment, or to report child abuse and neglect as required by Penal Code 11164-11174.3. (Education Code 49602)

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~~School employees shall act only within the authorization and scope of their credential or license. An employee is not authorized to diagnose or treat mental illness unless specifically licensed and employed to do so. (Education Code 215)~~

Whenever schools establish a peer counseling system to provide support for students, peer counselors shall receive training that includes identification of the warning signs of suicidal behavior and referral of a suicidal student to appropriate adults.

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When a suicide attempt or threat is reported, the principal or designee shall ensure student safety by taking the following actions:

1. Immediately securing medical treatment and/or mental health services as necessary
2. Notifying law enforcement and/or other emergency assistance if a suicidal act is being actively threatened
3. Keeping the student under continuous adult supervision and providing comfort to the student until the parent/guardian and/or appropriate support agent or agency can be contacted and has the opportunity to intervene
4. Removing other students from the immediate area as soon as possible

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The principal or designee shall document the incident in writing, including the steps that the school took in response to the suicide attempt or threat.

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The Superintendent or designee shall follow up with the parent/guardian and student in a timely manner to provide referrals to appropriate services as needed. If the parent/guardian does not access treatment for the student, the Superintendent or designee may meet with the parent/guardian to identify barriers to treatment and assist the family in providing follow-up care for the student. If follow-up care is still not provided, the Superintendent or designee shall consider whether it is necessary, pursuant to laws for mandated reporters of child neglect, to refer the matter to the local child protective services agency.

For any student returning to school after a mental health crisis, the principal or designee and/or school counselor may meet with the parents/guardians and, if appropriate, with the student to discuss re-entry and appropriate ~~next~~ steps to ensure the student's readiness for return to school and determine the need for ongoing support.

## Postvention

In the event that a student dies by suicide, the Superintendent or designee shall communicate with the student's parents/guardians to offer condolences, assistance, and resources. In accordance with the laws governing confidentiality of student record information, the Superintendent or designee shall consult with the parents/guardians regarding facts that may be divulged to other students, parents/guardians, and staff.

The Superintendent or designee shall implement procedures to address students' and staff's grief and to minimize the risk of imitative suicide or suicide contagion. The Superintendent or designee shall provide students, parents/guardians, and staff with information, counseling, and/or referrals to community agencies as needed. Students significantly affected by suicide death and those at risk of imitative behavior should be identified and closely monitored. School staff may receive assistance from school counselors or other mental health professionals in determining how to best ~~to~~ discuss the suicide or attempted suicide with students.

Any response to media inquiries shall be handled by the district-designated spokesperson who shall not divulge confidential information. The district's response shall not sensationalize suicide and shall focus on the district's postvention plan and available resources.

After any suicide or attempted suicide by a student, the Superintendent or designee shall provide an opportunity for all staff who responded to the incident to debrief, evaluate the effectiveness of the strategies used, and make recommendations for future actions.

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

State References	Description
Ed. Code 215	Student suicide prevention policies
Ed. Code 215.5	Student identification cards, inclusion of safety hotlines
Ed. Code 216	Suicide prevention online training programs
Ed. Code 234.6	Bullying and harassment prevention information
Ed. Code 32280-32289.5	Comprehensive safety plan
Ed. Code 49060-49079	Student records
Ed. Code 49602	Confidentiality of student information
Ed. Code 49604	Suicide prevention training for school counselors
Gov. Code 810-996.6	Government Claims Act
Pen. Code 11164-11174.3	Child Abuse and Neglect Reporting Act
W&I Code 5698	Emotionally disturbed youth; legislative intent
W&I Code 5850-5886	Children's Mental Health Services Act
Management Resources References	Description
California Department of Education Publication	Health Education Content Standards for California Public Schools, Kindergarten Through Grade Twelve, 2008
California Department of Education Publication	Health Framework for California Public Schools, Kindergarten Through Grade Twelve, 2019

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Centers for Disease Control and Prevention Publica  
Court Decision

Nat'l Assoc. of School Psychologists  
Publication

U.S. Dept. of Health & Human Services Publication rev.  
2012

U.S. Dept. of Health & Human Services Publication Preventing Suicide: A Toolkit for High Schools, 2012

[Suicide Prevention Lifeline -](https://simbli.eboardsolutions.com/SU/afV0kpluspY6dedMutWePi1w==)

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[Website https://simbli.eboardsolutions.com/SU/afV0kpluspY6dedMutWePi1w==](https://simbli.eboardsolutions.com/SU/afV0kpluspY6dedMutWePi1w==)

[Suicide Prevention Resource Center -](https://simbli.eboardsolutions.com/SU/2cfjFY4ju3lrj8NMBvPa0g==)

[Website https://simbli.eboardsolutions.com/SU/2cfjFY4ju3lrj8NMBvPa0g==](https://simbli.eboardsolutions.com/SU/2cfjFY4ju3lrj8NMBvPa0g==)

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[Mental Health Services Administration -](https://simbli.eboardsolutions.com/SU/fqslshmylnfegyQnF2VZzOl5g==)

[Website https://simbli.eboardsolutions.com/SU/fqslshmylnfegyQnF2VZzOl5g==](https://simbli.eboardsolutions.com/SU/fqslshmylnfegyQnF2VZzOl5g==)

[American Association of Suicidology -](https://simbli.eboardsolutions.com/SU/2epimFF2un2Frplus9gZent5w==)

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[American Psychological Association -](https://simbli.eboardsolutions.com/SU/whnZxkEv3ftXlAgg4Eknw==)

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[California Department of Education, Mental Health -](https://simbli.eboardsolutions.com/SU/U8yblHoblsishezvvd8YxPBKw==)

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[Centers for Disease Control and Prevention, Mental Health -](https://simbli.eboardsolutions.com/SU/zligm8LIDJLplusGWxslshSbPEQ==)

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[American School Counselor Association -](https://simbli.eboardsolutions.com/SU/R1ggYp24tGNHpluszwmaMrEvg==)

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#### Cross References

#### Description

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0450 [Comprehensive Safety Plan -](https://simbli.eboardsolutions.com/SU/Pw53k7slshWwk5WnlpIAi4TaQ==)

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American School Counselor Association -

Website <https://simbli.eboardsolutions.com/SU/R1ggYp24tGNHpluszwmamrEvg==>

#### Cross References

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# HANFORD ELEMENTARY SCHOOL DISTRICT

## AGENDA REQUEST FORM

TO: Joy Gabler

FROM: Doug Carlton

DATE: November 1, 2021

For: ☒ Board Meeting  
☐ Superintendent's Cabinet

For: ☐ Information  
☒ Action

Date you wish to have your item considered: December 15, 2021

**ITEM:** Receive for Action BP/AR 6020 Parent Involvement

**PURPOSE:** Policy updated to reflect the requirements to work with parents/guardians and family members to jointly develop the district's parent involvement policy and to include strategies for family engagement in the local control and accountability plan (LCAP). For districts that receive federal Title IV funding for family engagement programs, policy adds the requirement to inform parents/guardians and organizations of the existence of the program. Policy also contains material formerly in the AR regarding the inclusion of the Title I local educational agency plan into the LCAP and the distribution of the district and school-level parent involvement policies.

Regulation updated to revise the section on "District Strategies for Title I Schools," including moving and adding strategies under item #2 to reflect means by which the district may provide coordination, technical assistance, and other support to build school capacity for parent involvement activities, and adding strategies under item #5 to reflect means by which the district may use evaluation findings to design evidence-based strategies for more effective parent/guardian and family involvement. Section on "School-Level Strategies for Title I Schools" revises item #7 to include strategies formerly in section on "District Strategies for Title I Schools.

**FISCAL IMPACT:** The district receives a series of federal grants which are impacted by this policy.

**RECOMMENDATION:** Approve BP/AR 6020

## **Policy 6020: Parent Involvement**

**Status: DRAFT**

**| Last Revised Date: 12/12/2018 | Last Reviewed Date: 10/07/2021**

The Governing Board recognizes that parents/guardians are their children's first and most influential teachers and that sustained parent/guardian involvement in the education of their children contributes greatly to student achievement and a positive school environment. The Superintendent or designee shall work with parents/guardians and family members to jointly develop and agree upon policy and strategies to meaningfully involve

parents/guardians and family members in district and school activities at all grade levels; advisory, decision-making, and advocacy roles; and activities to support learning at home.

Parents/guardians shall be notified of their rights to be informed about and to participate in their children's education and of the opportunities available to them to do so.

The district's local control and accountability plan (LCAP) shall include goals and strategies for parent/guardian involvement and family engagement, including district efforts to seek parent/guardian input in district and school site decision making and to promote parent/guardian participation in programs for English learners, foster youth, students eligible for free and reduced-price meals, and students with disabilities. (Education Code 42238.02, 52060)

The Superintendent or designee shall regularly evaluate and report to the Board on the effectiveness of the district's parent/guardian and family engagement efforts, including, but not limited to, input from parents/guardians, family members, and school staff on the adequacy of involvement opportunities and on barriers that may inhibit participation.

### **Title I Schools**

The Superintendent or designee shall involve parents/guardians and family members in establishing district expectations and objectives for meaningful parent/guardian and family engagement in schools supported by Title I funding, developing strategies that describe how the district will carry out each activity listed in 20 USC 6318, as contained in the accompanying administrative regulation, and implementing and evaluating such programs, activities, and procedures. As appropriate, the Superintendent or designee shall conduct outreach to all parents/guardians and family members. (Education Code 11503; 20 USC 6318)

When the district's Title I, Part A allocation exceeds the amount specified in 20 USC 6318, the Board shall reserve at least one percent of the funding to implement parent/guardian and family engagement activities and shall distribute at least 90 percent of those reserved funds to eligible schools, with priority given to high-need schools as defined in 20 USC 6631. The Superintendent or designee shall involve parents/guardians and family members of participating students in decisions regarding how the district's Title I funds will be allotted for parent/guardian and family engagement activities. (20 USC 6318)

Expenditures of such funds shall be consistent with the activities specified in this policy and shall include at least one of the following: (20 USC 6318)

1. Support for schools and nonprofit organizations in providing professional development for district and school staff regarding parent/guardian and family engagement strategies, which may be provided jointly to teachers, principals, other school leaders, specialized instructional support personnel, paraprofessionals, early childhood educators, and parents/guardians and family members
2. Support for programs that reach parents/guardians and family members at home, in the community, and at school

3. Dissemination of information on best practices focused on parent/guardian and family engagement, especially best practices for increasing the engagement of economically disadvantaged parents/guardians and family members
4. Collaboration, or the provision of subgrants to schools to enable collaboration, with community-based or other organizations or employers with a record of success in improving and increasing parent/guardian and family engagement
5. Any other activities and strategies that the district determines are appropriate and consistent with this policy

If the district also receives funds under federal Title IV, Part E, to coordinate and enhance family engagement programs, the Superintendent or designee shall inform parents/guardians and organizations of the existence of Title IV. (20 USC 6318)

The district's Board policy and administrative regulation containing parent/guardian and family engagement strategies shall be incorporated into the district's LCAP in accordance with 20 USC 6312. (20 USC 6318)

The Superintendent or designee shall ensure that each school receiving Title I funds develops a school-level parent/guardian and family engagement policy in accordance with 20 USC 6318.

District and school-level parent/guardian and family engagement policies and administrative regulations shall be distributed to parents/guardians of students participating in Title I programs and shall be available to the local community. Parents/guardians shall be notified of the policy in an understandable and uniform format and, to the extent practicable, provided in a language the parents/guardians can understand. (20 USC 6318)

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

#### **State References**

5 CCR 18275	<b>Description</b> Child care and development programs, parent involvement and education
Ed. Code 11500-11505	Programs to encourage parent involvement
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 51101	Parents Rights Act of 2002
Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 54444.1-54444.2	Parent advisory councils, services to migrant children
Ed. Code 56190-56194	Community advisory committee, special education
Ed. Code 64001	School plan for student achievement, consolidated application programs
Lab. Code 230.8	Time off to visit child's school

#### **Federal References**

	<b>Description</b>
20 USC 6311	State plan
20 USC 6312	Local educational agency plan
20 USC 6314	Schoolwide programs
20 USC 6318	Parent and family engagement

20 USC 6631	Teacher and school leader incentive program, purposes and definitions
28 CFR 35.104	Definitions, auxiliary aids and services
28 CFR 35.160	Effective communications

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

California Department of Education Publication	Family Engagement Framework: A Tool for California School Districts, 2014
California Department of Education Publication	Title I School-Level Parental Involvement Policy
U.S. Department of Education Publication	Parental Involvement: Title I, Part A, Non-Regulatory Guidance, April 23, 2004
Website	California Department of Education, Family, School, Community Partnerships - <a href="https://simbli.eboardsolutions.com/SU/gOko5w3EpF8hJ3HfHCraJw==">https://simbli.eboardsolutions.com/SU/gOko5w3EpF8hJ3HfHCraJw==</a>
Website	California Parent Center - <a href="https://simbli.eboardsolutions.com/SU/SnHrx9ctplusKV24Z6XOw4Xmw==">https://simbli.eboardsolutions.com/SU/SnHrx9ctplusKV24Z6XOw4Xmw==</a>
Website	California State Parent Teacher Association - <a href="https://simbli.eboardsolutions.com/SU/WpQSM7bTSBIBBwMA6DJ5JA==">https://simbli.eboardsolutions.com/SU/WpQSM7bTSBIBBwMA6DJ5JA==</a>
Website	CSBA - <a href="https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==">https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==</a>
Website	National Coalition for Parent Involvement in Education - <a href="https://simbli.eboardsolutions.com/SU/iaiGjPWYv26b4Mqh65oryw==">https://simbli.eboardsolutions.com/SU/iaiGjPWYv26b4Mqh65oryw==</a>
Website	National PTA - <a href="https://simbli.eboardsolutions.com/SU/I0uMlplus4a7UJ3SkFXp8LBZg==">https://simbli.eboardsolutions.com/SU/I0uMlplus4a7UJ3SkFXp8LBZg==</a>
Website	Parent Information and Resource Centers - <a href="https://simbli.eboardsolutions.com/SU/V6BU3uH7jnXncfaRQmHrfA==">https://simbli.eboardsolutions.com/SU/V6BU3uH7jnXncfaRQmHrfA==</a>
Website	Parents as Teachers National Center - <a href="https://simbli.eboardsolutions.com/SU/R4SbrGxTkRplusFTqYqdyWtQ==">https://simbli.eboardsolutions.com/SU/R4SbrGxTkRplusFTqYqdyWtQ==</a>
Website	U.S. Department of Education - <a href="https://simbli.eboardsolutions.com/SU/XcSsJimoslsh3XhJKy4tplus7wplusA==">https://simbli.eboardsolutions.com/SU/XcSsJimoslsh3XhJKy4tplus7wplusA==</a>

**Cross References****Description**

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## Migrant Education Program -

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## Summer Learning Programs -

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## Limits Of Board Member Authority -

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## Board Policies -

9310

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**Board Policy Manual  
Hanford Elementary School District**

**Regulation 6020: Parent Involvement**

Original Adopted Date: 02/21/2007 | Last Revised Date: 12/12/2018 | Last Reviewed Date: 10/07/2021

Status:

~~ADOPTED~~  
DRAFT

**District Strategies for Title I Schools**

To ensure that parents/guardians and family members of students participating in Title I programs are provided with opportunities to be involved in their children's education, the district shall:

~~1.~~ Involve parents/guardians and family members in the joint development of a district plan that meets the

1. requirements of 20 USC 6312 and in the development of school support and improvement plans pursuant to 20 USC 6311 (20 USC 6318)

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

~~(cf. 6171 – Title I Programs)~~

The Superintendent or designee may:

a. In accordance with Education Code 52063, establish a district-level parent advisory committee and, ~~as applicable~~as applicable, an English learner parent advisory committee to review and comment on the ~~plan~~district's local control and accountability plan (LCAP) in accordance with the review schedule established by the Governing Board

b. Invite input on the plan from other district committees and school site councils

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

~~(cf. 1220 – Citizen Advisory~~

~~Committees)~~

c. Communicate with parents/guardians through the district newsletter, web site, or other methods regarding ~~the plan~~the plan and the opportunity to provide input

d. Provide copies of working drafts of the plan to parents/guardians in an understandable and uniform format and, ~~to the~~to the extent practicable, in a language the parents/guardians can understand

e. Ensure that there is an opportunity at a public Board meeting for public comment on the plan prior to the ~~Board's approval~~Board's approval of the plan or revisions to the plan

f. Ensure that school-level policies on parent/guardian and family engagement address the role of school site ~~councils and~~councils and other parents/guardians as appropriate in the development and review of school plans

2.

2. Provide coordination, technical assistance, and other support necessary to assist and build the capacity of Title I schools in planning and implementing effective parent/guardian and family engagement activities to improve student academic achievement and school performance, which may include meaningful consultation with employers, business leaders, and philanthropic organizations or individuals with expertise in effectively engaging parents/guardians and family members in education (20 USC 6318)

~~(cf. 1700 – Relations Between Private Industry and the Schools)~~

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The Superintendent or designee shall: (20 USC 6318) may:

a. Assist parents/guardians in understanding such topics as the challenging state academic content standards and academic achievement standards, state and local academic assessments, the requirements of Title I, and how to monitor a child's progress and work with educators to improve the achievement of their children

(cf. 6011 – Academic Standards)

(cf. 6162.5 – Student Assessment)

(cf. 6162.51 – State Academic Achievement Tests)

b. Provide parents/guardians with materials and training, such as literacy training and using technology (including education about the harms of copyright piracy), as appropriate, to help them work with their children to improve their children's achievement

c. With the assistance of parents/guardians, educate teachers, specialized instructional support personnel, principals and other school leaders, and other staff, in the value and utility of parent/guardian contributions and in how to reach out to, communicate with, and work with parents/guardians as equal partners, implement and coordinate parent/guardian programs, and build ties between parents/guardians and the schools

(cf. 4131 – Staff Development)

(cf. 4231 – Staff Development)

(cf. 4331 – Staff Development)

~~d.a. To the extent feasible and appropriate, coordinate and integrate parent/guardian involvement programs and activities with other federal, state, and local programs, including public preschool programs, and conduct other activities, such as parent resource centers, that encourage and support parents/guardians in fully participating in their children's education~~

~~e.a. Ensure that information related to school and parent/guardian programs, meetings, and other activities is sent to the parents/guardians of participating students in a format and, to the extent practicable, in a language the parents/guardians can understand~~

~~f.a. Provide other such reasonable support for parent/guardian involvement activities as parents/guardians may request~~

g. Inform parents/guardians and parent organizations of the existence and purpose of parent information and resource centers in the state that provide training, information, and support to parents/guardians of participating students

In addition, the Superintendent or designee may:

a. Involve parents/guardians in the development of training for teachers, principals, and other educators to improve the effectiveness of such training

b. Provide necessary literacy training, using Title I funds if the district has exhausted all other reasonably available sources of funding for such training

c. Pay reasonable and necessary expenses associated with parent/guardian involvement activities, including transportation and child care costs, to enable parents/guardians to participate in school-related meetings and training sessions

~~d.a. Train parents/guardians to enhance the involvement of other parents/guardians~~

e. Arrange school meetings at a variety of times or, when parents/guardians are unable to attend such conferences, conduct in-home conferences between parents/guardians and teachers or other educators who work directly with participating students, in order to maximize parent/guardian involvement and participation

~~f.a. Adopt and implement model approaches to improving parent/guardian involvement~~

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- g. Establish a districtwide parent advisory council to provide advice on all matters related to parent/guardian involvement in Title I programs
- h. Develop appropriate roles for community-based organizations and businesses in parent/guardian involvement activities
- i. Make referrals to community agencies and organizations that offer literacy training, parent/guardian education programs, and/or other services that help to improve the conditions of parents/guardians and families
- (cf. 1020—Youth Services)
- j. Provide a master calendar of district activities and district meetings
- k. Provide information about opportunities for parent/guardian and family engagement through the district newsletter, web site, or other written or electronic means
- l. Engage parent teacher organizations to actively seek out and involve parents/guardians through regular communication updates and information sessions
- (cf. 1230—School-Connected Organizations)
- m. To the extent practicable, provide translation services at school sites and at meetings involving parents/guardians and family members as needed
- n. Provide training and information to members of district and school-site councils and advisory committees to help them fulfill their functions
- o. Provide ongoing district-level workshops to assist school-site staff, parents/guardians, and family members in planning and implementing improvement strategies, and seek their input in developing the workshops
- a. Assign district personnel to serve as a liaison to the schools regarding Title I parent/guardian and family engagement issues
- b. Identify funding and other resources, including community resources and services, that may be used to strengthen district and school parent/guardian and family engagement programs
- p.c. Provide training for the principal or designee of each participating school regarding Title I requirements for parent/guardian and family engagement, leadership strategies, and communication skills to assist him/her in facilitating the planning and implementation of related activities
- Regularly evaluate
- q.d. With the effectiveness assistance of parents/guardians, provide information and training to teachers and other staff development activities related to regarding effective parent/guardian and family engagement involvement practices and legal requirements
- r.a. Include expectations for parent/guardian outreach and involvement in staff job descriptions and evaluations
- (cf. 4115—Evaluation/Supervision)
- (cf. 4215—
- Evaluation/Supervision) (cf. 4315
- Evaluation/Supervision)
5. Assign district personnel to serve as a liaison to the schools regarding Title I parent/guardian and family engagement issues

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~~3.e.~~ Provide information to schools about the indicators and assessment tools that will be used to monitor progress

~~3.~~

3. To the extent feasible and appropriate, coordinate and integrate Title I parent/guardian and family engagement strategies with parent/guardian and family engagement strategies of other relevant federal, state, and local programs and ensure consistency with federal, state, and local laws (20 USC 6318) ~~The Superintendent or designee may:~~

The Superintendent or designee may:

- a. Identify overlapping or similar program requirements

~~(cf. 0430 – Comprehensive Local Plan for Special Education)~~  
~~(cf. 2230 – Representative and Deliberative Groups)~~  
~~(cf. 3280 – Sale or Lease of District-Owned Real Property)~~  
~~(cf. 5030 – Student Wellness)~~  
~~(cf. 5148 – Child Care and Development)~~  
~~(cf. 5148.3 – Preschool/Early Childhood Education)~~  
~~(cf. 6174 – Education for English Learners)~~  
~~(cf. 6175 – Migrant Education Program)~~  
~~(cf. 6178 – Career Technical Education)~~

- b. Involve district and school site representatives from other programs to assist in identifying specific ~~population needs~~ population needs

- c. Schedule joint meetings with representatives from related programs and share data and information ~~across programs~~ across programs

- d. Develop a cohesive, coordinated plan focused on student needs and shared goals

~~4.~~

4. Conduct, with meaningful involvement of parents/guardians and family members, an annual evaluation of the content and effectiveness of the parent/guardian and family engagement policy in improving the academic quality of the schools served by Title I, including identification of: (20 USC 6318)

- a. Barriers to greater participation in parent/guardian and family engagement activities, with particular attention ~~to parents~~ to parents/guardians who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background

- b. The needs of parents/guardians and family members, so they can better assist with their children's learning ~~and engage~~ and engage with school personnel and teachers

- c. Strategies to support successful school and family interactions

~~(cf. 0500 – Accountability)~~

The Superintendent or designee may:

- a. Use a variety of methods, such as focus groups, surveys, and workshops, to evaluate the satisfaction of parents/guardians and staff with the quality and frequency of district communications

- b. Gather and monitor data regarding the number of parents/guardians and family members participating in district activities and the types of activities in which they are engaged

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c. Recommend to the Board measures to evaluate the impact of the district's parent/guardian and family engagement efforts on student achievement

The Superintendent or designee shall notify parents/guardians of this review and assessment through regular school communications mechanisms and shall provide a copy of the assessment to parents/guardians upon their request. (Education Code 11503)

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The Superintendent or designee may:

a. ~~Use a variety of methods, such as focus groups, surveys, and workshops, to evaluate the satisfaction of parents/guardians and staff with the quality and frequency of district communications~~

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b. ~~Gather and monitor data regarding the number of parents/guardians and family members participating in district activities and the types of activities in which they are engaged~~

c. ~~Recommend to the Board measures to evaluate the impact of the district's parent/guardian and family engagement efforts on student achievement~~

5. Use the findings of the evaluation conducted pursuant to item #4 above to design evidence-based strategies ~~formore~~for more effective parent/guardian and family involvement and, if necessary, to revise the parent/guardian and family engagement policy (20 USC 6318)

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The Superintendent or designee may:

a. Analyze data from the evaluation to identify parent/guardian and family engagement activities that have been successful and those activities that have had lower participation or less meaningful involvement by parents/guardians

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b. Analyze parent/guardian and family participation to determine the level of participation by traditionally underrepresented groups

c. With the involvement of parents/guardians, recommend and draft proposed policy revisions to submit to the Board for consideration

6. Involve parents/guardians in the activities of schools served by Title I, which may include establishing a ~~parent advisory~~parent advisory board comprised of a sufficient number and representative group of parents/guardians or family members served by the district to adequately represent the needs of the population served by the district for the purposes of developing, revising, and reviewing the parent/guardian and family engagement policy (20 USC 6318) ~~The Superintendent or designee may:~~

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The Superintendent or designee may:

a. Include information about school activities in district communications to parents/guardians and family members

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b. To the extent practicable, assist schools with translation services or other accommodations needed to ~~encourage participation~~encourage participation of parents/guardians and family members

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c. Establish processes to encourage parent/guardian input regarding their expectations and concerns for ~~their children~~their children

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~~The district's Board policy and administrative regulation containing parent/guardian and family engagement strategies shall be incorporated into the district's local control and accountability plan in~~



accordance with 20 USC 6312 and shall be distributed to parents/guardians of students participating in Title I programs. (20 USC 6318)

(cf. 5145.6 – Parental Notifications)

In addition, the district shall promote the effective involvement of parents/guardians and support a partnership among the school, parents/guardians, and the community to improve student achievement by implementing the actions specified in item #7 of the section "School-Level Policies for Title I Schools" below. (20 USC 6318)

#### School-Level Policies for Title I Schools

At each school receiving Title I funds, a written policy on parent/guardian and family engagement shall be developed jointly with the parents/guardians and family members of participating students. ~~Such~~The school policy shall describe the means by which the school will: (20 USC 6318)

1. Convene an annual meeting, at a convenient time, to which all parents/guardians of participating students shall ~~be invited~~be invited and encouraged to attend, in order to inform parents/guardians of their school's participation in Title I and to explain Title I requirements and the right of parents/guardians to be involved

2. Offer a flexible number of meetings, such as meetings in the morning or evening, for which related transportation, child care, and/or home visits may be provided as such services relate to parent/guardian involvement

3. Involve parents/guardians in an organized, ongoing, and timely way in the planning, review, and improvement ~~of Title I~~of Title I programs, including the planning, review, and improvement of the school's parent/guardian and family engagement policy and, if applicable, the joint development of the plan for schoolwide programs pursuant to 20 USC 6314

The school may use an existing process for involving parents/guardians in the joint planning and design of the school's programs provided that the process includes adequate representation of parents/guardians of participating students.

4. Provide the parents/guardians of participating students all of the following:

a. Timely information about Title I programs

b. A description and explanation of the school's curriculum, forms of academic assessment used to ~~measure student progress~~measure student progress, and the achievement levels of the ~~challenging~~ state academic standards

(cf. 5121 – Grades/Evaluation of Student Achievement)

(cf. 5123 – Promotion/Acceleration/Retention)

c. If requested by parents/guardians, opportunities for regular meetings to formulate suggestions and ~~to participate~~to participate, as appropriate, in decisions related to their children's education, and, ~~The district shall respond to any such suggestions~~as soon as practicably possible, ~~responses to the suggestions of parents/guardians~~

5. If the schoolwide program plan is not satisfactory to the parents/guardians of participating students, submit ~~any parent~~any parent/guardian comments when the school makes the plan available to the district

6. Jointly develop with the parents/guardians of participating students a school-parent compact that outlines ~~how parents~~how parents/guardians, the entire school staff, and students will share responsibility for improved student academic achievement and the means by which the school and parents/guardians will build a partnership to help students achieve state standards

6. This compact shall address:

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a. The school's responsibility to provide high-quality curriculum and instruction in a supportive and ~~effective learning environment~~ effective learning environment that enables participating students to achieve the state's challenging academic achievement standards

b. Ways in which parents/guardians will be responsible for supporting their children's learning, volunteering ~~in the classroom in the classroom~~, and participating, as appropriate, in decisions related to their children's education and the positive use of extracurricular time

~~(cf. 1240 – Volunteer Assistance)~~

~~(cf. 5020 – Parent Rights and Responsibilities)~~

~~(cf. 5113 – Absences and Excuses)~~

~~(cf. 6145 – Extracurricular/Cocurricular Activities)~~

~~(cf. 6154 – Homework/Makeup Work)~~

c. The importance of communication between teachers and parents/guardians on an ongoing basis through, ~~at a minimum~~ at a minimum:

(1) Parent-teacher conferences in elementary schools, at least annually, during which the compact shall ~~be discussed as~~ be discussed as it relates to the student's achievement

(2) Frequent reports to parents/guardians on their children's progress

(3) Reasonable access to staff, opportunities to volunteer and participate in their child's classroom, ~~and observations of~~ and observation of classroom activities

(4) Regular two-way, meaningful communication between family members and school staff, and, to the extent practicable, in a language that family members can understand

Build

7. Promote the capacity-effective involvement of the school and parents/guardians for strong and support a partnership among the school, parents/guardians, and the community to improve student achievement through the following actions:

a. Assist parents/guardians in understanding such topics as the state academic standards, state and local academic assessments, the requirements of Title I, and how to monitor a child's progress and work with educators to improve the achievement of their children

b. Provide parents/guardians with materials and training, such as literacy training and using technology (including education about the harms of copyright piracy), as appropriate, to help them work with their children to improve their children's achievement

c. With the assistance of parents/guardians, educate teachers, specialized instructional support personnel, principals and other school leaders, and other staff, in the value and utility of parent/guardian contributions and in how to reach out to, communicate with, and work with parents/guardians as equal partners, implement and coordinate parent/guardian programs, and build ties between parents/guardians and the schools

d. To the extent feasible and appropriate, coordinate and integrate parent/guardian involvement programs and activities with other federal, state, and local programs, including public preschool programs, and conduct other activities, such as parent resource centers, that encourage and support parents/guardians in fully participating in their children's education

e. Ensure that information related to school and parent/guardian programs, meetings, and other activities is sent to the parents/guardians of participating students in a format and, to the extent practicable, in a language the parents/guardians can understand

f. Provide other such reasonable support for parent/guardian involvement activities as parents/guardians may request

In addition, the school plan may include strategies to:

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- a. Involve parents/guardians in the development of training for teachers, principals, and other educators to improve the effectiveness of such training
- b. Provide necessary literacy training, using Title I funds if the district has exhausted all other reasonably available sources of funding for such training
- c. Pay reasonable and necessary expenses associated with parent/guardian involvement activities, including transportation and child care costs, to enable parents/guardians to participate in school-related meetings and training sessions
- d. Train parents/guardians to enhance the involvement of other parents/guardians
- e. Arrange school meetings at a variety of times or, when parents/guardians are unable to attend such conferences, conduct in-home conferences between parents/guardians and teachers or other educators who work directly with participating students, in order to maximize parent/guardian involvement and participation
- f. Adopt and implement model approaches to improving parent/guardian involvement  
involvement by
- g. Establish a parent advisory council to provide advice on all matters related to parent/guardian involvement in Title I programs
- h. Develop appropriate roles for community-based organizations and businesses in parent/guardian involvement activities
- i. Make referrals to community agencies and organizations that offer literacy training, parent/guardian education programs, and/or other services that help to improve the conditions of parents/guardians and families
- j. Provide a master calendar of district/school activities and meetings
- k. Provide information about opportunities for parent/guardian and family engagement through the district newsletter, web site, or other written or electronic means
- l. Engage parent-teacher organizations to actively seek out and involve parents/guardians through regular communication updates and information sessions
- m. To the extent practicable, provide translation services at school sites and at meetings involving parents/guardians and family members as needed
- n. Provide training and information to members of district and school site councils and advisory committees to help them fulfill their functions
- ~~7-o.~~ Provide ongoing workshops to assist school site staff, parents/guardians, and family members in planning and implementing the required activities described in item #2 in the section "District Strategies for Title I Schools" above improvement strategies, and seek their input in developing the workshops
- p. Regularly evaluate the effectiveness of staff development activities related to parent/guardian and family engagement

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g. Include expectations for parent/guardian outreach and involvement in staff job descriptions and evaluations

8. To the extent practicable, provide opportunities for the informed participation of parents/guardians and ~~family members~~ family members (including parents/guardians and family members with limited English proficiency, parents/guardians and family members with disabilities, and parents/guardians and family members of migrant children), including providing information and school reports required under 20 USC 6311(h) in a format and language such parents/guardians can understand

If the school has a parent involvement policy that applies to all parents/guardians, it may amend that policy to meet the above requirements. (20 USC 6318)

~~Each school's parent/guardian and family engagement policy shall be made available to the local community. Parents/guardians shall be notified of the policy in an understandable and uniform format and, to the extent practicable, provided in a language the parents/guardians can understand. (20 USC 6318)~~

Each school receiving Title I funds shall annually evaluate the effectiveness of its parent/guardian and family engagement policy. Such evaluation may be conducted during the process of reviewing the ~~school's~~ singleschool plan for student achievement in accordance with Education Code 64001.

The school's policy shall be periodically updated to meet the changing needs of parents/guardians and the school. (20 USC 6318)

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

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**State References**

5 CCR 18275

Ed. Code 11500-11505

Ed. Code 48985

Ed. Code 51101

Ed. Code 52060-52077

Ed. Code 54444.1-54444.2

Ed. Code 56190-56194

Ed. Code 64001

Lab. Code 230.8

**Federal References**

20 USC 6311

20 USC 6312

20 USC 6314

20 USC 6318

20 USC 6631

28 CFR 35.104

**Description**

Child care and development programs, parent involvement and education

Programs to encourage parent involvement

Notices to parents in language other than English

Parents Rights Act of 2002

Local control and accountability plan

Parent advisory councils, services to migrant children

Community advisory committee, special education

School plan for student achievement, consolidated application programs

Time off to visit child's school

**Description**

State plan

Local educational agency plan

Schoolwide programs

Parent and family engagement

Teacher and school leader incentive program, purposes and definitions

Definitions, auxiliary aids and services

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28 CFR 35.160

Effective communications

**Management Resources References****Description**California Department of Education  
PublicationFamily Engagement Framework: A Tool for California School Districts,  
2014California Department of Education  
Publication

Title I School-Level Parental Involvement Policy

~~U.S. Department of Education Publication~~~~Parental Involvement: Title I, Part A, Non-Regulatory Guidance, April 23,~~~~2004~~~~California Department of Education, Family, School, Community  
Partnerships~~~~Website~~~~<https://simbli.eboardsolutions.com/SU/gOko5w3EpF8hJ3HfHCraiw==>~~~~California Parent Center -~~~~Website~~~~<https://simbli.eboardsolutions.com/SU/SnHrx9ctplusKV24Z6Xow4Xmw==>~~~~California State Parent Teacher Association -~~~~Website <https://simbli.eboardsolutions.com/SU/WpQSM7bTSBIBBwMA6DJ5JA==>~~~~CSBA -~~~~Website~~~~<https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==>~~~~National Coalition for Parent Involvement in Education -~~~~Website <https://simbli.eboardsolutions.com/SU/iaiGiPWYV26b4Mqh65oryw==>~~~~National PTA -~~~~Website <https://simbli.eboardsolutions.com/SU/I0uMlplus4a7UJ3SkFXp8LBZg==>~~~~Parent Information and Resource Centers -~~~~Website-U.S. Department of Education  
Publication~~~~Parental Involvement: Title I, Part A, Non-Regulatory Guidance, April 23,  
2004~~~~Website~~~~California Department of Education, Family, School, Community  
Partnerships -~~~~<https://simbli.eboardsolutions.com/SU/gOko5w3EpF8hJ3HfHCraiw==>~~~~Website~~~~California Parent Center -~~~~<https://simbli.eboardsolutions.com/SU/SnHrx9ctplusKV24Z6Xow4Xmw==>~~~~Website~~~~California State Parent Teacher Association -~~~~<https://simbli.eboardsolutions.com/SU/WpQSM7bTSBIBBwMA6DJ5JA==>~~~~Website~~~~CSBA -~~~~<https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==>~~~~Website~~~~National Coalition for Parent Involvement in Education -~~~~<https://simbli.eboardsolutions.com/SU/iaiGiPWYV26b4Mqh65oryw==>~~~~Website~~~~National PTA -~~~~<https://simbli.eboardsolutions.com/SU/I0uMlplus4a7UJ3SkFXp8LBZg==>~~~~Website~~~~Parent Information and Resource Centers -~~~~<https://simbli.eboardsolutions.com/SU/V6BU3uH7inXncfaRQmHrfA==>~~~~Parents as Teachers National Center -~~~~Website <https://simbli.eboardsolutions.com/SU/R4SbrGxTKRplusFThqYqdyWtQ==>~~~~U.S. Department of Education -~~~~Website <https://simbli.eboardsolutions.com/SU/XcScJimosish3XhJKy4tplus7wplusA==>~~

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	Comprehensive Plans-
0400	<a href="https://simbli.eboardsolutions.com/SU/dLhbQOV1hOZvZ64vPFc7Ug==">https://simbli.eboardsolutions.com/SU/dLhbQOV1hOZvZ64vPFc7Ug==</a>
	Nondiscrimination In-District Programs And Activities-
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	Local Control And Accountability Plan-
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	Local Control And Accountability Plan-
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	Accountability-
0500	<a href="https://simbli.eboardsolutions.com/SU/8MWUST2bCklr2OkW3mlkRQ==">https://simbli.eboardsolutions.com/SU/8MWUST2bCklr2OkW3mlkRQ==</a> Concepts And Roles-
1000	<a href="https://simbli.eboardsolutions.com/SU/HIHfVf8AeGOLYVvS6ZM2w==">https://simbli.eboardsolutions.com/SU/HIHfVf8AeGOLYVvS6ZM2w==</a>
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1100	<a href="https://simbli.eboardsolutions.com/SU/jNru4klaH0w4DHNDHNv46A==">https://simbli.eboardsolutions.com/SU/jNru4klaH0w4DHNDHNv46A==</a>
	District And School Web Sites-
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	Citizen Advisory Committees-
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<del>1230</del>	<del>School-Connected Organizations -</del>
<del>Website</del>	<del><a href="https://simbli.eboardsolutions.com/SU/R4SbrGxTkRplusFThqYqdyWtQ==">https://simbli.eboardsolutions.com/SU/R4SbrGxTkRplusFThqYqdyWtQ==</a></del>
<del>Website</del>	<del>U.S. Department of Education - <a href="https://simbli.eboardsolutions.com/SU/XcSsJimoslsh3XhJKy4tplus7wplusA==">https://simbli.eboardsolutions.com/SU/XcSsJimoslsh3XhJKy4tplus7wplusA==</a></del>
<b>Cross References</b>	<b>Description</b>
<u>0000</u>	Vision - <a href="https://simbli.eboardsolutions.com/SU/UJZX7JU7xHgE0F5OctlJnA==">https://simbli.eboardsolutions.com/SU/UJZX7JU7xHgE0F5OctlJnA==</a>
<u>0000</u>	Vision - <a href="https://simbli.eboardsolutions.com/SU/XijgkDt6mslshyq4IKSgBWp9A==">https://simbli.eboardsolutions.com/SU/XijgkDt6mslshyq4IKSgBWp9A==</a>
<u>0100</u>	Philosophy - <a href="https://simbli.eboardsolutions.com/SU/DjNWlss7SrgEIaEa5Dw1Uw==">https://simbli.eboardsolutions.com/SU/DjNWlss7SrgEIaEa5Dw1Uw==</a>
<u>0400</u>	Comprehensive Plans - <a href="https://simbli.eboardsolutions.com/SU/dLhbQOV1hOZvZ64vPFc7Ug==">https://simbli.eboardsolutions.com/SU/dLhbQOV1hOZvZ64vPFc7Ug==</a>
<u>0410</u>	Nondiscrimination In District Programs And Activities - <a href="https://simbli.eboardsolutions.com/SU/TahleBitslshsbnbdeS7rVJAg==">https://simbli.eboardsolutions.com/SU/TahleBitslshsbnbdeS7rVJAg==</a>
<u>0420</u>	School Plans/Site Councils - <a href="https://simbli.eboardsolutions.com/SU/A8Dz2FRP83JSoHDXJoplusWQ==">https://simbli.eboardsolutions.com/SU/A8Dz2FRP83JSoHDXJoplusWQ==</a>
<u>0420</u>	School Plans/Site Councils - <a href="https://simbli.eboardsolutions.com/SU/mplGBA6ybQ5bYKYtDFRG6g==">https://simbli.eboardsolutions.com/SU/mplGBA6ybQ5bYKYtDFRG6g==</a>
<u>0430</u>	Comprehensive Local Plan For Special Education - <a href="https://simbli.eboardsolutions.com/SU/weYMs4m5eTBubT6cRVbnXQ==">https://simbli.eboardsolutions.com/SU/weYMs4m5eTBubT6cRVbnXQ==</a>
<u>0430</u>	Comprehensive Local Plan For Special Education - <a href="https://simbli.eboardsolutions.com/SU/k1Ue5xXpcBSAe07g23wvHQ==">https://simbli.eboardsolutions.com/SU/k1Ue5xXpcBSAe07g23wvHQ==</a>
<u>0450</u>	Comprehensive Safety Plan - <a href="https://simbli.eboardsolutions.com/SU/Pw53k7slshWwK5WnlplAj4TaQ==">https://simbli.eboardsolutions.com/SU/Pw53k7slshWwK5WnlplAj4TaQ==</a>
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<u>0460</u>	Local Control And Accountability Plan - <a href="https://simbli.eboardsolutions.com/SU/yPyO74Acplus62hPzZ8JUI8Lw==">https://simbli.eboardsolutions.com/SU/yPyO74Acplus62hPzZ8JUI8Lw==</a>
<u>0470</u>	COVID-19 Mitigation Plan - <a href="https://simbli.eboardsolutions.com/SU/Uda1PR36HqbR8ubMgSxA2Q==">https://simbli.eboardsolutions.com/SU/Uda1PR36HqbR8ubMgSxA2Q==</a>
<u>0500</u>	Accountability - <a href="https://simbli.eboardsolutions.com/SU/8MWUST2bCklr2OkW3mlkRQ==">https://simbli.eboardsolutions.com/SU/8MWUST2bCklr2OkW3mlkRQ==</a>
<u>1000</u>	Concepts And Roles - <a href="https://simbli.eboardsolutions.com/SU/HHfVf8AoGOtLYWvS6ZM2w==">https://simbli.eboardsolutions.com/SU/HHfVf8AoGOtLYWvS6ZM2w==</a>
<u>1100</u>	Communication With The Public - <a href="https://simbli.eboardsolutions.com/SU/iNru4klaH0w4DHNDHNv46A==">https://simbli.eboardsolutions.com/SU/iNru4klaH0w4DHNDHNv46A==</a>
<u>1113</u>	District And School Web Sites - <a href="https://simbli.eboardsolutions.com/SU/G9Del6PFHS9KmhMbQKFF4w==">https://simbli.eboardsolutions.com/SU/G9Del6PFHS9KmhMbQKFF4w==</a>
<u>1113</u>	District And School Web Sites - <a href="https://simbli.eboardsolutions.com/SU/wdjK1dDHTnrugh4DdJXx2Q==">https://simbli.eboardsolutions.com/SU/wdjK1dDHTnrugh4DdJXx2Q==</a>
<u>1220</u>	Citizen Advisory Committees - <a href="https://simbli.eboardsolutions.com/SU/Ql4uN978slshgiOO1cckzdTyw==">https://simbli.eboardsolutions.com/SU/Ql4uN978slshgiOO1cckzdTyw==</a>
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<u>1230</u>	School-Connected Organizations - <a href="https://simbli.eboardsolutions.com/SU/W24Mm07KzilkpKslshSgzCLGg==">https://simbli.eboardsolutions.com/SU/W24Mm07KzilkpKslshSgzCLGg==</a>
	School-Connected Organizations -

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Volunteer Assistance -

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Visitors/Outsiders -

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Relations Between Other Governmental Agencies And The Schools -

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Representative And Deliberative Groups -

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Budget -

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Budget -

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Sale Or Lease Of District-Owned Real Property -

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Evaluation/Supervision -

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Absences And Excuses -

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5148	<a href="https://simbli.eboardsolutions.com/SU/i2uccQTz0slshFslshPHUyXpQryg==">https://simbli.eboardsolutions.com/SU/i2uccQTz0slshFslshPHUyXpQryg==</a>	Concepts And Roles -
6000	<a href="https://simbli.eboardsolutions.com/SU/w7PIhhcnxpAplusAixXEUgOQA==">https://simbli.eboardsolutions.com/SU/w7PIhhcnxpAplusAixXEUgOQA==</a>	Academic Standards -
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6142.6	<a href="https://simbli.eboardsolutions.com/SU/AcD31EIPASiU1rZrjPKRCg==">https://simbli.eboardsolutions.com/SU/AcD31EIPASiU1rZrjPKRCg==</a>	Comprehensive Health Education -
6142.8	<a href="https://simbli.eboardsolutions.com/SU/slsh5l1YbuaT8v1f17s3ojzg==">https://simbli.eboardsolutions.com/SU/slsh5l1YbuaT8v1f17s3ojzg==</a>	Extracurricular And Cocurricular Activities -
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Title I Programs -

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Education For Foster Youth -

6173.1 <https://simbli.eboardsolutions.com/SU/9zSYbslshMJ955flW8slshWtTClw==>  
Education For Foster Youth -

6173.2 <https://simbli.eboardsolutions.com/SU/KH4ab7brXUqsgOL5JlicFA==>  
Education Of Children Of Military Families -

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Education Of Children Of Military Families -

6174 <https://simbli.eboardsolutions.com/SU/u08nrn8X1jkHc86GKo8hgA==>  
Education For English Learners -

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Migrant Education Program -

6175 <https://simbli.eboardsolutions.com/SU/yTUCOQj3HdeY92mXtHslshOgg==>  
Migrant Education Program -

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Summer Learning Programs -

9200 <https://simbli.eboardsolutions.com/SU/t8SiURwUcGcsGXslsh4LhcSJw==>  
Limits Of Board Member Authority -

9310 <https://simbli.eboardsolutions.com/SU/cLxoEVbvmplusOHe76Yfj5Rg==>  
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# HANFORD ELEMENTARY SCHOOL DISTRICT

## AGENDA REQUEST FORM

TO: Joy Gabler

FROM: Doug Carlton

DATE: November 1, 2021

For: ☒ Board Meeting  
☐ Superintendent's Cabinet

For: ☐ Information  
☒ Action

Date you wish to have your item considered: December 15, 2021

**ITEM:** Receive for Action BP/AR 5145.7 Sexual Harassment

**PURPOSE:** Policy updated to include examples of actions to reinforce the district's sexual harassment policy, consistent with NEW LAW (AB 34, 2019) which requires posting the sexual harassment policy on the district's web site and NEW LAW (AB 543, 2019) which requires displaying a poster and providing the sexual harassment policy in student orientations. Policy also reflects NEW FEDERAL REGULATIONS (85 Fed. Reg. 30026) which require that complaints of behavior that meets the federal definition of sexual harassment be addressed through new Title IX complaint procedures. Title of compliance officer changed to Title IX Coordinator throughout policy pursuant to federal regulations.

Regulation updated to reflect NEW FEDERAL REGULATIONS (85 Fed. Reg. 30026) which amend the process for resolving complaints of sexual harassment, including, but not limited to, requirements to designate a Title IX Coordinator and disseminate the Coordinator's contact information. Regulation also reflects NEW LAW (AB 543, 2019) which requires the district to create a poster notifying students of the district's sexual harassment policy and to display the poster in specified locations, and requires the district to provide a copy of the policy to students as part of any orientation program for new and continuing students. Regulation reflects NEW LAW (AB 34, 2019) which requires the district to post the district's sexual harassment policy and the definition of sexual harassment in a prominent location on the district's web site.

**FISCAL IMPACT:** The district receives a series of federal grants which are impacted by this policy.

**RECOMMENDATION:** Approve BP/AR 5145.7



## **Policy 5145.7: Sexual Harassment**

**Status: DRAFT**

**Original Adopted Date:** 05/16/2001 | **Last Revised Date:** 12/13/2017 | **Last Reviewed Date:** 10/08/2021

The Governing Board is committed to maintaining a safe school environment that is free from harassment and discrimination. The Board prohibits, at school or at school-sponsored or school-related activities, sexual harassment targeted at any student by anyone. The Board also prohibits retaliatory behavior or action against any person who reports, files a complaint or testifies about, or otherwise supports a complainant in alleging sexual harassment.

The district strongly encourages students who feel that they are being or have been sexually harassed on school grounds or at a school-sponsored or school-related activity by another student or an adult, or who have experienced off-campus sexual harassment that has a continuing effect on campus, to immediately contact their teacher, the principal, the district's Title IX Coordinator, or any other available school employee. Any employee who receives a report or observes an incident of sexual harassment shall notify the Title IX Coordinator.

Once notified, the Title IX Coordinator shall ensure the complaint or allegation is addressed through AR 5145.71 Title IX Sexual Harassment Complaint Procedures or BP/AR 1312.3 - Uniform Complaint Procedures, as applicable. Because a complaint or allegation that is dismissed or denied under the Title IX complaint procedure may still be subject to consideration under state law, the Title IX Coordinator shall ensure that any implementation of AR 5145.71 concurrently meets the requirements of BP/AR 1312.3.

The Title IX Coordinator shall offer supportive measures to the complainant and respondent, as deemed appropriate under the circumstances.

The Superintendent or designee shall inform students and parents/guardians of the district's sexual harassment policy by disseminating it through parent/guardian notifications, publishing it on the district's web site, and including it in student and staff handbooks. All district staff shall be trained regarding the policy.

### **Instruction/Information**

The Superintendent or designee shall ensure that all district students receive age-appropriate information on sexual harassment. Such instruction and information shall include:

1. What acts and behavior constitute sexual harassment, including the fact that sexual harassment could occur between people of the same sex and could involve sexual violence
2. A clear message that students do not have to endure sexual harassment under any circumstance
3. Encouragement to report observed incidents of sexual harassment even when the alleged victim of the harassment has not complained
4. A clear message that student safety is the district's primary concern, and that any separate rule violation involving an alleged victim or any other person reporting a sexual harassment incident will be addressed separately and will not affect the manner in which the sexual harassment complaint will be received, investigated, or resolved
5. A clear message that, regardless of a complainant's noncompliance with the writing, timeline, or other formal filing requirements, every sexual harassment allegation that involves a student, whether as the complainant, respondent, or victim of the harassment, shall be investigated and action shall be taken to respond to harassment, prevent recurrence, and address any continuing effect on students

6. Information about the district's procedures for investigating complaints and the person(s) to whom a report of sexual harassment should be made
7. Information about the rights of students and parents/guardians to file a civil or criminal complaint, as applicable, including the right to file a civil or criminal complaint while the district investigation of a sexual harassment complaint continues
8. A clear message that, when needed, the district will implement supportive measures to ensure a safe school environment for a student who is the complainant or victim of sexual harassment and/or other students during an investigation

### Disciplinary Actions

Upon completion of an investigation of a sexual harassment complaint, any student found to have engaged in sexual harassment or sexual violence in violation of this policy shall be subject to disciplinary action. For students in grades 4-12, disciplinary action may include suspension and/or expulsion, provided that, in imposing such discipline, the entire circumstances of the incident(s) shall be taken into account.

Upon investigation of a sexual harassment complaint, any employee found to have engaged in sexual harassment or sexual violence toward any student shall be subject to disciplinary action, up to and including dismissal, in accordance with law and the applicable collective bargaining agreement.

### Record-Keeping

In accordance with law and district policies and regulations, the Superintendent or designee shall maintain a record of all reported cases of sexual harassment to enable the district to monitor, address, and prevent repetitive harassing behavior in district schools.

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

#### State References

5 CCR 4600-4670

5 CCR 4900-4965

Civ. Code 1714.1

Civ. Code 51.9

Ed. Code 200-262.4

Ed. Code 48900

Ed. Code 48900.2

Ed. Code 48904

Ed. Code 48980

Gov. Code 12950.1

#### Description

Uniform complaint procedures

Nondiscrimination in elementary and secondary education programs

Liability of parent or guardian for act of willful misconduct by a minor

<https://simbli.eboardsolutions.com/SU/NSknePFduiYWusJFnU3r9Q==>

Liability for sexual harassment; business, service and professional relationships -

<https://simbli.eboardsolutions.com/SU/RFwiKgYI364luH8a6QAqdg==>

Educational equity; prohibition of discrimination on the basis of sex

<https://simbli.eboardsolutions.com/SU/ytTLslshoozWGUAAbNL6kKkgxQ==>

Grounds for suspension and expulsion

Additional grounds for suspension or expulsion; sexual harassment

Liability of parent/guardian for willful student misconduct

Notice at beginning of term

Sexual harassment training

#### Federal References

20 USC 1221

20 USC 1232g

20 USC 1681-1688

34 CFR 106.1-106.71

#### Description

Application of laws

Family Educational Rights and Privacy Act (FERPA) of 1974

Title IX, discrimination

Nondiscrimination on the basis of sex in education programs

34 CFR 99.1-99.67	Family Educational Rights and Privacy
42 USC 1983	Civil action for deprivation of rights
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964
42 USC 2000e-2000e-17	Title VII, Civil Rights Act of 1964, as amended

### Management Resources References

### Description

Court Decision	Davis v. Monroe County Board of Education, (1999) 526 U.S. 629
Court Decision	Doe v. Petaluma City School District, (1995, 9th Cir.) 54 F.3d 1447
Court Decision	Flores v. Morgan Hill Unified School District, (2003, 9th Cir.) 324 F.3d 1130
Court Decision	Gebser v. Lago Vista Independent School District, (1998) 524 U.S. 274
Court Decision	Oona by Kate S. v. McCaffrey, (1998, 9th Cir.) 143 F.3d 473
Court Decision	Reese v. Jefferson School District, (2001, 9th Cir.) 208 F.3d 736
Court Decision	Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567
Safe Schools: Strategies for Governing Boards to Ensure Student Success, CSBA Publication 2011 Providing a Safe, Nondiscriminatory School Environment for Transgender CSBA Publication and Gender-Nonconforming Students, Policy Brief, February 2014	
U.S. DOE, Office For Civil Rights Publication	Dear Colleague Letter: Title IX Coordinators, April 2015
U.S. DOE, Office for Civil Rights Publication	Q&A on Campus Sexual Misconduct, September 2017
U.S. DOE, Office for Civil Rights Publication	Sexual Harassment: It's Not Academic, September 2008
Revised Sexual Harassment Guidance: Harassment of Students by School U.S. DOE, Office for Civil Rights Publication Employees, Other Students, or Third Parties, January 2001 Examples of Policies and Emerging Practices for Supporting Transgender U.S. DOE, Office for Civil Rights Publication Students, May 2016 California Department of Education - Website <a href="https://simbli.eboardsolutions.com/SU/os2jq5DcA2RawmY2VZ5FZQ==">https://simbli.eboardsolutions.com/SU/os2jq5DcA2RawmY2VZ5FZQ==</a> CSBA - Website <a href="https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==">https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==</a> U.S. Department of Education, Office for Civil Rights - Website	

<https://simbli.eboardsolutions.com/SU/HrN4mDOsAx53TBZ2HPwBvQ==>

## Cross References

## Description

Nondiscrimination In District Programs And Activities -

0410

<https://simbli.eboardsolutions.com/SU/TahleBitslshsbnbdeS7rVJAg==>

Comprehensive Safety Plan -

0450

<https://simbli.eboardsolutions.com/SU/Pw53k7slshWwK5WnIplAj4TaQ==>

Comprehensive Safety Plan -

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Complaints Concerning District Employees -

1312.1

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Complaints Concerning District Employees -

1312.1

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Uniform Complaint Procedures -

1312.3

<https://simbli.eboardsolutions.com/SU/volA9xnsFifKGwS52P0V6w==>

Recovery For Property Loss Or Damage -

3515.4

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Recovery For Property Loss Or Damage -

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Risk Management/Insurance -

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Risk Management/Insurance -

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Employment Status Reports -

4117.7

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Sexual Harassment -

4119.11

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Sexual Harassment -

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Sexual Harassment -

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Sexual Harassment -

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Professional Standards -

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Professional Standards -

4219.21-E(1) <https://simbli.eboardsolutions.com/SU/wuC09ebS4cv7w0F9xslshplusl6w==>

Staff Development -

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Employment Status Reports -

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Sexual Harassment -

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Sexual Harassment -

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Student Records -

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Conduct -

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Bullying -

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Dress And Grooming -

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Dress And Grooming -

5132

<https://simbli.eboardsolutions.com/SU/vk8hAUmlj7Dx3V5CjrWfiQ==>

Positive School Climate -

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Child Abuse Prevention And Reporting -

5141.4

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Suicide Prevention -

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Discipline -

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Discipline -

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Suspension And Expulsion/Due Process -

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Suspension And Expulsion/Due Process -

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<https://simbli.eboardsolutions.com/SU/wr9slshuF7RbjDWdhnFi3JMdQ==>

Suspension And Expulsion/Due Process (Students With Disabilities) -

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Freedom Of Speech/Expression -

5145.2 <https://simbli.eboardsolutions.com/SU/826WslshFdWbRIL89Lyh8slshvAQ==>

Freedom Of Speech/Expression -

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Nondiscrimination/Harassment -

5145.3 <https://simbli.eboardsolutions.com/SU/4K1w1cplusH8plusG4l9sn9y8lrQ==>

Nondiscrimination/Harassment -

5145.3

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Parental Notifications -

5145.6

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Parental Notifications -

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Comprehensive Health Education -

6142.8 <https://simbli.eboardsolutions.com/SU/slsh5l1YbuaT8v1fl71s3ojzg==>

Extracurricular And Cocurricular Activities -

6145

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Athletic Competition -

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Athletic Competition -

6145.2 <https://simbli.eboardsolutions.com/SU/mRU87AAuJVNmyqjshGnHBA==>

Student Use Of Technology -

6163.4

<https://simbli.eboardsolutions.com/SU/Pa9GrEWIFCaRR4zshb5WRQ==>

Student Use Of Technology -

6163.4-E(1)



**Board Policy Manual**  
**Hanford Elementary School District**

**Regulation 5145.7: Sexual Harassment**

Original Adopted Date: 05/16/2001 | Last Revised Date: 12/13/2017 | Last Reviewed Date: 10/07/2021

Status:

~~ADOPTED~~ DRAFT

The district designates the following individual(s) as the responsible employee(s) to coordinate its efforts to comply with Title IX of the Education Amendments of 1972 and California Education Code 234.1, as well as to investigate and resolve sexual harassment complaints under AR 1312.3—Uniform Complaint Procedures. The coordinator/compliance officer(s) may be contacted at:

Assistant Superintendent, Special Services  
P.O. Box 1067

**Definitions**

~~Sexual~~ 714 N. White Street  
Hanford, CA 93232  
(559) 585-3600

(cf. 1312.3—Uniform Complaint Procedures)

Prohibited sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature made against another person of the same or opposite sex in the educational setting, under any of the following conditions: (Education Code 212.5; 5 CCR 4916)

1. Submission to the conduct is explicitly or implicitly made a term or condition of a student's academic status ~~or progress or progress.~~
2. Submission to or rejection of the conduct by a student is used as the basis for academic decisions affecting ~~the student~~ the student.
3. The conduct has the purpose or effect of having a negative impact on the student's academic performance or ~~of creating~~ creating an intimidating, hostile, or offensive educational environment.
4. Submission to or rejection of the conduct by the student is used as the basis for any decision affecting the ~~student regarding~~ student regarding benefits and services, honors, programs, or activities available at or through any district program or activity. ~~(cf. 5131—Conduct)~~

(cf. 5131.2—Bullying)

(cf. 5137—Positive School Climate)

(cf. 5145.3—Nondiscrimination/Harassment)

(cf. 6142.1—Sexual Health and HIV/AIDS Prevention Instruction)

Examples of types of conduct which are prohibited in the district and which may constitute sexual harassment include, but are not limited to:

- ~~1. Unwelcome leering, sexual flirtations, or propositions~~
- ~~2.1 Unwelcome sexual slurs, epithets, threats, verbal abuse, derogatory comments, or sexually degrading descriptions~~
- ~~3.1 Graphic verbal comments about an individual's body or overly personal conversation~~
- ~~4.1 Sexual jokes, derogatory posters, notes, stories, cartoons, drawings, pictures, obscene gestures, or computer-generated images of a sexual nature~~
- ~~5.1 Spreading sexual rumors~~
- ~~6.1 Teasing or sexual remarks about students enrolled in a predominantly single-sex class~~
- ~~7.1 Massaging, grabbing, fondling, stroking, or brushing the body~~
- ~~8.1 Touching an individual's body or clothes in a sexual way~~
9. Impeding or blocking movements or any physical interference with school activities when directed at an individual on the basis of sex

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10.1. Displaying sexually suggestive objects

11.1. Sexual assault, sexual battery, or sexual coercion

12.1. Electronic communications containing comments, words, or images described above

Any prohibited conduct that occurs off campus or outside of school-related or school-sponsored programs or activities will be regarded as sexual harassment in violation of district policy if it has a continuing effect on or creates a hostile school environment for the complainant or victim of the conduct.

#### Reporting Process and Complaint Investigation and Resolution

Any student who believes that he/sheFor purposes of applying the complaint procedures specified in Title IX of the Education Amendments of 1972, sexual harassment is defined as any of the following forms of conduct that occurs in an education program or activity in which a district school exercises substantial control over the context and respondent: (34 CFR 106.30, 106.44)

1. A district employee conditioning the provision of a district aid, benefit, or service on the student's participation in unwelcome sexual conduct
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a student equal access to the district's education program or activity
3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

#### Examples of Sexual Harassment

Examples of types of conduct which are prohibited in the district and which may constitute sexual harassment under state and/or federal law, in accordance with the definitions above, include, but are not limited to:

1. Unwelcome leering, sexual flirtations, or propositions
2. Unwelcome sexual slurs, epithets, threats, verbal abuse, derogatory comments, or sexually degrading descriptions
3. Graphic verbal comments about an individual's body or overly personal conversation
4. Sexual jokes, derogatory posters, notes, stories, cartoons, drawings, pictures, obscene gestures, or computergenerated images of a sexual nature
5. Spreading sexual rumors
6. Teasing or sexual remarks about students enrolled in a predominantly single-sex class
7. Massaging, grabbing, fondling, stroking, or brushing the body
8. Touching an individual's body or clothes in a sexual way
9. Impeding or blocking movements or any physical interference with school activities when directed at an individual on the basis of sex
10. Displaying sexually suggestive objects
11. Sexual assault, sexual battery, or sexual coercion

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12. Electronic communications containing comments, words, or images described above

**Title IX Coordinator/Compliance Officer**

The district designates the following individual(s) as the responsible employee(s) to coordinate its efforts to comply with Title IX of the Education Amendments of 1972 in accordance with AR 5145.71 - Title IX Sexual Harassment Complaint Procedures, as well as to oversee investigate, and/or resolve sexual harassment complaints processed under AR 1312.3 - Uniform Complaint Procedures. The Title IX Coordinator(s) may be contacted at:

Assistant Superintendent of Special Services  
714 N. White St. Hanford, CA 93230  
559-585-3600  
kmcconnell@hanfordesd.org

**Notifications**

The Superintendent or designee shall notify students and parents/guardians that the district does not discriminate on the basis of sex as required by Title IX and that inquiries about the application of Title IX to the district may be referred to the district's Title IX Coordinator and/or to the Assistant Secretary for Civil Rights, U.S. Department of Education. (34 CFR 106.8)

The district shall notify students and parents/guardians of the name or title, office address, email address, and telephone number of the district's Title IX Coordinator. (34 CFR 106.8)

A copy of the district's sexual harassment policy and regulation shall:

1. Be included in the notifications that are sent to parents/guardians at the beginning of each school year  
(Education Code 48980; 5 CCR 4917)
2. Be displayed in a prominent location in the main administrative building or other area where notices of district rules, regulations, procedures, and standards of conduct are posted (Education Code 231.5)
3. Be summarized on a poster which shall be prominently and conspicuously displayed in each bathroom and locker room at each school. The poster may be displayed in public areas that are accessible to and frequented by students, including, but not limited to, classrooms, hallways, gymnasiums, auditoriums, and cafeterias. The poster shall display the rules and procedures for reporting a charge of sexual harassment; the name, phone number, and email address of an appropriate school employee to contact to report a charge of sexual harassment; the rights of the reporting student, the complainant, and the respondent; and the responsibilities of the school. (Education Code 231.6)
4. Be posted, along with the name or title and contact information of the Title IX Coordinator, in a prominent location on the district's web site in a manner that is easily accessible to parents/guardians and students. (Education Code 234.6; 34 CFR 106.8)
5. Be provided as part of any orientation program conducted for new and continuing students at the beginning of each quarter, semester, or summer session (Education Code 231.5)
6. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct (Education Code 231.5)

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7. Be included, along with the name or title and contact information of the Title IX Coordinator, in any handbook provided to students or parents/guardians (34 CFR 106.8)

The Superintendent or designee shall also post the definition of sex discrimination and harassment as described in Education Code 230, including the rights set forth in Education Code 221.8, in a prominent location on the district's web site in a manner that is easily accessible to parents/guardians and students. (Education Code 234.6) **Reporting Complaints**

A student or parent/guardian who believes that the student has been subjected to sexual harassment by another student, an employee, or a third party or who has witnessed sexual harassment is strongly encouraged to report the incident to his/her teacher, the principal, the district's Title IX Coordinator, or any other available school employee. Within one school day of receiving such a report, the principal or other school employee shall forward the report to the principal or the district's compliance officer identified in AR 1312.3. In addition, any district's Title IX Coordinator. Any school employee who observes an incident of sexual harassment involving a student shall, within one school day, report his/her the observation to the principal or a district compliance officer. Title IX Coordinator. The employee report shall take these actions, be made regardless of whether or not the alleged victim files a formal complaint or requests confidentiality.

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When a report or complaint of sexual harassment involves off-campus conduct, the principal Title IX Coordinator shall assess whether the conduct may create or contribute to the creation of a hostile school environment. If he/she If the Title IX Coordinator determines that a hostile environment may be created, the complaint shall be investigated and resolved in the same manner as if the prohibited conduct occurred at school.

When a verbal or informal report of sexual harassment is submitted, the principal or compliance officer Title IX Coordinator shall inform the student or parent/guardian of the right to file a formal written complaint in accordance with the district's uniform complaint procedures. Regardless of whether a formal complaint is filed, the principal or compliance officer shall take steps to investigate the allegations and, if sexual harassment is found, shall take prompt action to stop it, prevent recurrence, and address any continuing effects applicable district complaint procedures.

If a complaint of sexual harassment is initially submitted to the principal, he/she shall, within two school days, forward the report to the compliance officer to initiate investigation of the complaint. The compliance officer shall contact the complainant and investigate and resolve the complaint in accordance with law and district procedures specified in AR 1312.3.

In investigating a sexual harassment complaint, evidence of past sexual relationships of the victim shall not be considered, except to the extent that such evidence may relate to the victim's prior relationship with the respondent.

In any case of sexual harassment involving the principal, compliance officer, or any other person to whom the incident would ordinarily be reported or filed, the report may instead be submitted to the Superintendent or designee who shall determine who will investigate the complaint.

(cf. 5141.4 – Child Abuse Prevention and Reporting)  
Confidentiality

All complaints and allegations of sexual harassment shall be kept confidential except as necessary to carry out the investigation or take other subsequent necessary action. (5 CCR 4964)

However, when a complainant or victim of sexual harassment notifies the district of the harassment but requests confidentiality, the compliance officer shall inform him/her that the request may limit the district's ability to investigate the harassment or take other necessary action. When honoring a request for confidentiality, the district will nevertheless take all reasonable steps to investigate and respond to the complaint consistent with the request.

When a complainant or victim of sexual harassment notifies the district of the harassment but requests that the district not pursue Complaint Procedures

All complaints and allegations of sexual harassment by and against students shall be investigated and resolved in accordance with law and district procedures. The Title IX Coordinator shall review the allegations to determine the applicable procedure for responding to the complaint. All complaints that meet the definition of sexual harassment under Title IX shall be investigated and resolved in accordance with AR 5145.71 - Title IX Sexual Harassment Complaint Procedures. Other sexual harassment complaints shall be investigated and resolved pursuant to BP/AR 1312.3 - Uniform Complaint Procedures.

If sexual harassment is found following an investigation, the district will determine whether or not it can honor such a request while still providing a safe and nondiscriminatory environment for all students.

(cf. 4119.23/4219.23/4319.23 – Unauthorized Release of Confidential/Privileged Information)

(cf. 5125 – Student Records)

Response Pending Investigation

When an incident of sexual harassment is reported, the principal Title IX Coordinator, or designee, in consultation with the compliance officer, shall determine whether interim measures are necessary pending the results of the investigation. The principal/designee or compliance officer shall take immediate measures necessary Coordinator, shall take prompt action to stop the harassment and protect students and/or ensure their access to the educational program. To the extent possible, such interim measures shall not disadvantage the complainant or victim of the alleged harassment. Interim measures may include placing the individuals involved in separate classes or transferring a student to a class taught by a different teacher, in accordance with law and Board policy. The school should notify the individual who was harassed of his/her options to avoid contact with the alleged harasser and allow the complainant to change academic and extracurricular arrangements as appropriate. The school should also ensure that the complainant is aware of the resources and assistance, such as counseling, that are available to him/her. As appropriate, such actions shall be considered even when a student chooses to not file a formal complaint or the sexual harassment occurs off school grounds or outside school-sponsored or school-related programs or activities. sexual harassment, prevent recurrence, implement remedies, and address any continuing effects.

#### **Notifications**

~~A copy of the district's sexual harassment policy and regulation shall:~~

~~Be included in the notifications that are sent to parents/guardians at the beginning of each school year~~

#### ~~1. (Education Code 49980, 5 CCR 4917)~~

(cf. 5145.6 – Parental Notifications)

~~2. Be displayed in a prominent location in the main administrative building or other area where notices of district rules, regulations, procedures, and standards of conduct are posted (Education Code 231.5)~~

A copy of the district's sexual harassment policy and regulation shall be posted on district and school web sites and, when available, on district-supported social media.

(cf. 1113 – District and School Web Sites)

(cf. 1114 – District Sponsored Social Media)

3. Be provided as part of any orientation program conducted for new students at the beginning of each quarter, semester, or summer session (Education Code 231.5)

4. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct (Education Code 231.5)

5. Be provided to employees

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

#### State References

#### Description

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5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4900-4965	Nondiscrimination in elementary and secondary education programs
Civ. Code 1714.1	Liability of parent or guardian for act of willful misconduct by a minor <a href="https://simbli.eboardsolutions.com/SU/NSknePFduiYWusJFnU3r9Q==">https://simbli.eboardsolutions.com/SU/NSknePFduiYWusJFnU3r9Q==</a>
Civ. Code 51.9	Liability for sexual harassment; business, service and professional relationships - <a href="https://simbli.eboardsolutions.com/SU/RfwikgYl364luH8a6QAqdg==">https://simbli.eboardsolutions.com/SU/RfwikgYl364luH8a6QAqdg==</a>
Ed. Code 200-262.4	Educational equity; prohibition of discrimination on the basis of sex <a href="https://simbli.eboardsolutions.com/SU/ytLslshoozWGUAbNL6kkkgxQ==">https://simbli.eboardsolutions.com/SU/ytLslshoozWGUAbNL6kkkgxQ==</a>
Ed. Code 48900	Grounds for suspension and expulsion
<del>Ed. Code 48900.2</del>	<del>Additional grounds for suspension or expulsion; sexual harassment</del>
<del>Ed. Code 48904</del>	<del>Liability of parent/guardian for willful student misconduct</del>
<del>Ed. Code 48980</del>	<del>Notice at beginning of term</del>
<del>Gov. Code 12950.1</del>	<del>Sexual harassment training</del>
<del>Ed. Code 48900.2</del>	<del>Additional grounds for suspension or expulsion; sexual harassment</del>
<del>Ed. Code 48904</del>	<del>Liability of parent/guardian for willful student misconduct</del>
<del>Ed. Code 48980</del>	<del>Notice at beginning of term</del>
<del>Gov. Code 12950.1</del>	<del>Sexual harassment training</del>
<b>Federal References</b>	<b>Description</b>
20 USC 1221	Application of laws
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1681-1688	Title IX, discrimination
34 CFR 106.1-106.71	Nondiscrimination on the basis of sex in education programs
34 CFR 99.1-99.67	Family Educational Rights and Privacy
42 USC 1983	Civil action for deprivation of rights
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964
42 USC 2000e-2000e-17	Title VII, Civil Rights Act of 1964, as amended
<b>Management Resources References</b>	<b>Description</b>
Court Decision	Davis v. Monroe County Board of Education, (1999) 526 U.S. 629
Court Decision	Doe v. Petaluma City School District, (1995, 9th Cir.) 54 F.3d 1447
Court Decision	Flores v. Morgan Hill Unified School District, (2003, 9th Cir.) 324 F.3d 1130
Court Decision	Gebser v. Lago Vista Independent School District, (1998) 524 U.S. 274
Court Decision	Oona by Kate S. v. McCaffrey, (1998, 9th Cir.) 143 F.3d 473
Court Decision	Reese v. Jefferson School District, (2001, 9th Cir.) 208 F.3d 736
Court Decision	Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567
Safe Schools: Strategies for Governing Boards to Ensure Student Success,	
CSBA Publication	

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Providing a Safe, Nondiscriminatory School Environment for Transgender

CSBA Publication

and Gender-Nonconforming Students, Policy Brief, February 2014

U.S. DOE, Office For Civil Rights Publication Dear Colleague Letter: Title IX Coordinators, April 2015

U.S. DOE, Office for Civil Rights Publication Q&A on Campus Sexual Misconduct, September 2017

U.S. DOE, Office for Civil Rights Publication Sexual Harassment: It's Not Academic, September 2008

Revised Sexual Harassment Guidance: Harassment of Students by School

U.S. DOE, Office for Civil Rights Publication

Employees, Other Students, or Third Parties, January 2001

Examples of Policies and Emerging Practices for Supporting Transgender

U.S. DOE, Office for Civil Rights Publication

Students, May 2016

California Department of Education -

Website

<https://simbli.eboardsolutions.com/SU/os2iq5DcA2RawmY2VZ5FZQ==>

CSBA -

Website

<https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==>

U.S. Department of Education, Office for Civil Rights -

Website

<https://simbli.eboardsolutions.com/SU/HrN4mDOsAx53TBZ2HPwBvQ==>

#### Cross References

#### Description

Nondiscrimination In District Programs And Activities -

0410

<https://simbli.eboardsolutions.com/SU/TahleBitslshsbnbdeS7rVJAg==>

Comprehensive Safety Plan -

0450

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Comprehensive Safety Plan -

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Complaints Concerning District Employees -

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Complaints Concerning District Employees -

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Uniform Complaint Procedures -

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Recovery For Property Loss Or Damage -

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Recovery For Property Loss Or Damage -

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Risk Management/Insurance -

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Employment Status Reports -

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Sexual Harassment -

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Professional Standards -

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Staff Development -

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Employment Status Reports -

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Sexual Harassment -

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Student Records -

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- Conduct -
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- Dress And Grooming -
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- Positive School Climate -
- 5137 <https://simbli.eboardsolutions.com/SU/vCslsh0nVAXAHmfiH7gplustoHqw==>
- Child Abuse Prevention And Reporting -
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- Child Abuse Prevention And Reporting -
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- Suicide Prevention -
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- Suspension And Expulsion/Due Process -
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- Suspension And Expulsion/Due Process -
- 5144.1 <https://simbli.eboardsolutions.com/SU/wr9slshuF7RbjDWdhnFi3JMdQ==>
- Suspension And Expulsion/Due Process (Students With Disabilities) -
- 5144.2 <https://simbli.eboardsolutions.com/SU/bJ9BfrAyiOM1a9rGZU0EtQ==>
- Freedom Of Speech/Expression -
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- Nondiscrimination/Harassment -
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6142.8 Comprehensive Health Education -  
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6145 Extracurricular And Cocurricular Activities -  
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6145.2 Athletic Competition -  
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6163.4 Student Use Of Technology -  
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# HANFORD ELEMENTARY SCHOOL DISTRICT

## AGENDA REQUEST FORM

TO: Joy Gabler

FROM: Doug Carlton

DATE: November 1, 2021

For: ☒ Board Meeting  
☐ Superintendent's Cabinet

For: ☐ Information  
☒ Action

Date you wish to have your item considered: December 15, 2021

**ITEM:** Receive for Action AR/E 5145.71 Title IX Sexual Harassment Complaint Procedures

**PURPOSE:** Administrative Regulation 5145.71 - Title IX Sexual Harassment Complaint Procedures New regulation reflects NEW FEDERAL REGULATIONS (85 Fed. Reg. 30026) which establish a Title IX complaint procedure for addressing complaints of behavior that meets the federal definition of sexual harassment. Regulation describes the types of behavior subject to these complaint procedures, the process for filing a complaint with the Title IX Coordinator, the offer of supportive measures to the complainant, the option for the parties to participate in an informal resolution process, required notifications, the investigation process, issuance of a written decision, the right to appeal the decision, and the requirement to maintain records of sexual harassment complaints and training materials for seven years.

**FISCAL IMPACT:** The district receives a series of federal grants which are impacted by this policy.

**RECOMMENDATION:** Approve AR/E 5145.71

**Regulation 5145.71: Title IX Sexual Harassment Complaint Procedures**

**Status:** DRAFT

**Original Adopted Date:** Pending

The complaint procedures described in this administrative regulation shall be used to address any complaint governed by Title IX of the Education Amendments of 1972 alleging that a student, while in an education program or activity in which a district school exercises substantial control over the context and respondent, was subjected to one or more of the following forms of sexual harassment: (34 CFR 106.30, 106.44)

1. A district employee conditioning the provision of a district aid, benefit, or service on the student's participation in unwelcome sexual conduct
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a student equal access to the district's education program or activity
3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

All other sexual harassment complaints or allegations brought by or on behalf of students shall be investigated and resolved in accordance with BP/AR 1312.3 - Uniform Complaint Procedures. The determination of whether the allegations meet the definition of sexual harassment under Title IX shall be made by the district's Title IX Coordinator.

Because the complainant has a right to pursue a complaint under BP/AR 1312.3 for any allegation that is dismissed or denied under the Title IX complaint procedure, the Title IX Coordinator shall ensure that all requirements and timelines for BP/AR 1312.3 are concurrently met while implementing the Title IX procedure.

**Reporting Allegations/Filing a Formal Complaint**

A student who is the alleged victim of sexual harassment or the student's parent/guardian may submit a report of sexual harassment to the district's Title IX Coordinator using the contact information listed in AR 5145.7 - Sexual Harassment or to any other available school employee, who shall forward the report to the Title IX Coordinator within one day of receiving the report.

Upon receiving such a report, the Title IX Coordinator shall inform the complainant of the right to file a formal complaint and the process for filing a formal complaint. (34 CFR 106.44)

A formal complaint, with the complainant's physical or digital signature, may be filed with the Title IX Coordinator in person, by mail, by email, or by any other method authorized by the district. (34 CFR 106.30)

Even if the alleged victim chooses not to file a formal complaint, the Title IX Coordinator shall file a formal complaint in situations when a safety threat exists. In addition, the Title IX Coordinator may file a formal complaint in other situations as permitted under the Title IX regulations, including as part of the district's obligation to not be deliberately indifferent to known allegations of sexual harassment. In such cases, the Title IX Coordinator shall provide the alleged victim notices as required by the Title IX regulations at specific points in the complaint process.

The Title IX Coordinator, investigator, decision-maker, or a facilitator of an informal resolution process shall not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. Such persons shall receive training in accordance with 34 CFR 106.45. (34 CFR 106.45)

**Supportive Measures**

Upon receipt of a report of Title IX sexual harassment, the Title IX Coordinator shall promptly contact the complainant to discuss the availability of supportive measures and shall consider the complainant's wishes with respect to the supportive measures implemented. Supportive measures shall be offered as appropriate, as reasonably available, and without charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures shall be nondisciplinary, nonpunitive, and designed to restore or preserve equal access to the district's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district's educational environment

or to deter sexual harassment. Supportive measures may include, but are not limited to, counseling, course-related adjustments, modifications of class schedules, mutual restrictions on contact, increased security, and monitoring of certain areas of the campus. (34 CFR 106.30, 106.44)

The district shall maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the district's ability to provide the supportive measures. (34 CFR 106.30)

### **Emergency Removal from School**

A student shall not be disciplined for alleged sexual harassment under Title IX until the investigation has been completed. However, on an emergency basis, the district may remove a student from the district's education program or activity, provided that the district conducts an individualized safety and risk analysis, determines that removal is justified due to an immediate threat to the physical health or safety of any student or other individual arising from the allegations, and provides the student with notice and an opportunity to challenge the decision immediately following the removal. This authority to remove a student does not modify a student's rights under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973. (34 CFR 106.44)

If a district employee is the respondent, the employee may be placed on administrative leave during the pendency of the formal complaint process. (34 CFR 106.44)

### **Dismissal of Complaint**

The Title IX Coordinator shall dismiss a formal complaint if the alleged conduct would not constitute sexual harassment as defined in 34 CFR 106.30 even if proved. The Title IX Coordinator shall also dismiss any complaint in which the alleged conduct did not occur in the district's education program or activity or did not occur against a person in the United States, and may dismiss a formal complaint if the complainant notifies the district in writing that the complainant would like to withdraw the complaint or any allegations in the complaint, the respondent is no longer enrolled or employed by the district, or sufficient circumstances prevent the district from gathering evidence sufficient to reach a determination with regard to the complaint. (34 CFR 106.45)

Upon dismissal, the Title IX Coordinator shall promptly send written notice of the dismissal and the reasons for the dismissal simultaneously to the parties, and shall inform them of their right to appeal the dismissal of a formal complaint or any allegation in the complaint in accordance with the appeal procedures described in the section "Appeals" below. (34 CFR 106.45)

If a complaint is dismissed, the conduct may still be addressed pursuant to BP/AR 1312.3 - Uniform Complaint Procedures as applicable.

### **Informal Resolution Process**

When a formal complaint of sexual harassment is filed, the district may offer an informal resolution process, such as mediation, at any time prior to reaching a determination regarding responsibility. The district shall not require a party to participate in the informal resolution process or to waive the right to an investigation and adjudication of a formal complaint. (34 CFR 106.45)

The district may facilitate an informal resolution process provided that the district: (34 CFR 106.45)

1. Provides the parties with written notice disclosing the allegations, the requirements of the informal resolution process, the right to withdraw from the informal process and resume the formal complaint process, and any consequences resulting from participating in the informal resolution process, including that records will be maintained or could be shared.
2. Obtains the parties' voluntary, written consent to the informal resolution process
3. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student

### **Written Notice**

If a formal complaint is filed, the Title IX Coordinator shall provide the known parties with written notice of the following: (34 CFR 106.45)

1. The district's complaint process, including any informal resolution process
2. The allegations potentially constituting sexual harassment with sufficient details known at the time, including the identity of parties involved in the incident if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident if known. Such notice shall be provided with sufficient time for the parties to prepare a response before any initial interview.

If, during the course of the investigation, new Title IX allegations arise about the complainant or respondent that are not included in the initial notice, the Title IX Coordinator shall provide notice of the additional allegations to the parties.

3. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the complaint process
4. The opportunity for the parties to have an advisor of their choice who may be, but is not required to be, an attorney, and the ability to inspect and review evidence
5. The prohibition against knowingly making false statements or knowingly submitting false information during the complaint process

The above notice shall also include the name of the investigator, facilitator of an informal process, and decision-maker and shall inform the parties that, if at any time a party has concerns regarding conflict of interest or bias regarding any of these persons, the party should immediately notify the Title IX Coordinator.

### **Investigation Procedures**

During the investigation process, the district's designated investigator shall: (34 CFR 106.45)

1. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence
2. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence
3. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney
4. Not limit the choice or presence of an advisor for either the complainant or respondent in any meeting or grievance proceeding, although the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings as long as the restrictions apply equally to both parties
5. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings, with sufficient time for the party to prepare to participate
6. Send in an electronic format or hard copy to both parties and their advisors, if any, the evidence obtained as part of the investigation that is directly related to the allegations raised in the complaint, and provide the parties at least 10 days to submit a written response for the investigator to consider prior to the completion of the investigative report
7. Objectively evaluate all relevant evidence, including both inculpatory and exculpatory evidence, and determine credibility in a manner that is not based on a person's status as a complainant, respondent, or witness
8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 days prior to the

determination of responsibility, send to the parties and their advisors, if any, the investigative report in an electronic format or a hard copy, for their review and written response

Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence are offered to prove that someone other than the respondent committed the conduct alleged by the complainant or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. (34 CFR 106.45)

Privacy rights of all parties to the complaint shall be maintained in accordance with applicable state and federal laws.

If the complaint is against an employee, rights conferred under an applicable collective bargaining agreement shall be applied to the extent they do not conflict with the Title IX requirements.

### **Written Decision**

The Superintendent shall designate an employee as the decision-maker to determine responsibility for the alleged conduct, who shall not be the Title IX Coordinator or a person involved in the investigation of the matter. (34 CFR 106.45)

After the investigative report has been sent to the parties but before reaching a determination regarding responsibility, the decision-maker shall afford each party the opportunity to submit written, relevant questions that the party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party

The decision-maker shall issue, and simultaneously provide to both parties, a written decision as to whether the respondent is responsible for the alleged conduct. (34 CFR 106.45)

The written decision shall be issued within 60 calendar days of the receipt of the complaint.

The timeline may be temporarily extended for good cause with written notice to the complainant and respondent of the extension and the reasons for the action. (34 CFR 106.45)

In making this determination, the decision-maker shall use the "preponderance of the evidence" standard for all formal complaints of sexual harassment. The same standard of evidence shall be used for formal complaints against students as for complaints against employees. (34 CFR 106.45)

The written decision shall include the following: (34 CFR 106.45)

1. Identification of the allegations potentially constituting sexual harassment as defined in 34 CFR 106.30
2. A description of the procedural steps taken from receipt of the formal complaint through the written decision, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held if the district includes hearings as part of the grievance process
3. Findings of fact supporting the determination
4. Conclusions regarding the application of the district's code of conduct or policies to the facts
5. A statement of, and rationale for, the result as to each allegation, including a decision regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's educational program or activity will be provided by the district to the complainant
6. The district's procedures and permissible bases for the complainant and respondent to appeal

### **Appeals**

Either party may appeal the district's decision or dismissal of a formal complaint or any allegation in the complaint, if the party believes that a procedural irregularity affected the outcome, new evidence is available that could affect the outcome, or a conflict of interest or bias by the Title IX Coordinator, investigator(s), or decision-maker(s) affected the

outcome. If an appeal is filed, the district shall: (34 CFR 106.45)

1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties
2. Ensure that the decision-maker(s) for the appeal is trained in accordance with 34 CFR 106.45 and is not the same decision-maker(s) who reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator
3. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome
4. Issue a written decision describing the result of the appeal and the rationale for the result
5. Provide the written decision simultaneously to both parties

An appeal must be filed in writing within 10 calendar days of receiving the notice of the decision or dismissal, stating the grounds for the appeal and including any relevant documentation in support of the appeal. Appeals submitted after this deadline are not timely and shall not be considered.

A written decision shall be provided to the parties within 20 calendar days from the receipt of the appeal.

The district's decision may be appealed to the California Department of Education within 30 days of the written decision in accordance with BP/AR 1312.3.

Either party has the right to file a complaint with the U.S. Department of Education's Office for Civil Rights within 180 days of the date of the most recently alleged misconduct.

The complainant shall be advised 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.

### **Remedies**

When a determination of responsibility for sexual harassment has been made against the respondent, the district shall provide remedies to the complainant. Such remedies may include the same individualized services described above in the section "Supportive Measures," but need not be nondisciplinary or nonpunitive and need not avoid burdening the respondent. (34 CFR 106.45)

### **Corrective/Disciplinary Actions**

The district shall not impose any disciplinary sanctions or other actions against a respondent, other than supportive measures as described above in the section "Supportive Measures," until the complaint procedure has been completed and a determination of responsibility has been made. (34 CFR 106.44)

For students in grades 4-12, discipline for sexual harassment may include suspension and/or expulsion. After the completion of the complaint procedure, if it is determined that a student at any grade level has committed sexual assault or sexual battery at school or at a school activity off school grounds, the principal or Superintendent shall immediately suspend the student and shall recommend expulsion. (Education Code 48900.2, 48915)

Other actions that may be taken with a student who is determined to be responsible for sexual harassment include, but are not limited to:

1. Transfer from a class or school as permitted by law
2. Parent/guardian conference
3. Education of the student regarding the impact of the conduct on others
4. Positive behavior support
5. Referral of the student to a student success team

6. Denial of participation in extracurricular or cocurricular activities or other privileges as permitted by law

When an employee is found to have committed sexual harassment or retaliation, the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

### Record-Keeping

The Superintendent or designee shall maintain, for a period of seven years: (34 CFR 106.45)

1. A record of all reported cases and Title IX investigations of sexual harassment, any determinations of responsibility, any audio or audiovisual recording and transcript if applicable, any disciplinary sanctions imposed, any remedies provided to the complainant, and any appeal or informal resolution and the results therefrom
2. A record of any actions, including supportive measures, taken in response to a report or formal complaint of sexual harassment, including the district's basis for its conclusion that its response was not deliberately indifferent, the measures taken that were designed to restore or preserve equal access to the education program or activity, and, if no supportive measures were provided to the complainant, the reasons that such a response was not unreasonable in light of the known circumstances
3. All materials used to train the Title IX Coordinator, investigator(s), decision-maker(s), and any person who facilitates an informal resolution process. The district shall make such training materials publicly available on its web site, or if the district does not maintain a web site, available upon request by members of the public.

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

### State References

5 CCR 4600-4670

### Description

Uniform complaint procedures

5 CCR 4900-4965

Nondiscrimination in elementary and secondary education programs

Civ. Code 1714.1

Liability of parent or guardian for act of willful misconduct by a minor - <https://simbli.eboardsolutions.com/SU/NSkneFduiYWusJFnU3r9Q==>

Civ. Code 51.9

Liability for sexual harassment; business, service and professional relationships - <https://simbli.eboardsolutions.com/SU/RFwiKgYI364luH8a6QAqdg==>

Ed. Code 200-262.4

Educational equity; prohibition of discrimination on the basis of sex - <https://simbli.eboardsolutions.com/SU/ytTLslshoozWGUAAbNL6kKkgxQ==>

Ed. Code 48900

Grounds for suspension and/or expulsion

Ed. Code 48900.2

Additional grounds for suspension or expulsion; sexual harassment

Ed. Code 48985

Notification, primary language other than English

Gov. Code 12950.1

Sexual harassment training

### Federal References

20 USC 1092

Definition of sexual assault

20 USC 1221

Application of laws

20 USC 1232g

Family Educational Rights and Privacy Act (FERPA) of 1974

20 USC 1681-1688

Title IX of the Education Amendments of 1972

34 CFR 106.1-106.82

Nondiscrimination on the basis of sex in education programs

34 CFR 99.1-99.67

Family Educational Rights and Privacy

34 USC 12291

Definition of dating violence, domestic violence, and stalking



42 USC 1983  
 42 USC 2000d-2000d-7  
 42 USC 2000e-2000e-17

Civil action for deprivation of rights  
 Title VI, Civil Rights Act of 1964  
 Title VII, Civil Rights Act of 1964, as amended

### Management Resources References

Court Decision  
 Court Decision  
 Court Decision  
 Court Decision  
 Court Decision  
 Court Decision  
 Court Decision  
 CSBA Publication

CSBA Publication

U.S. DOE, Office for Civil Rights Publication

U.S. DOE, Office for Civil Rights Publication

U.S. DOE, Office for Civil Rights Publication

U.S. DOE, Office for Civil Rights Publication

U.S. DOE, Office for Civil Rights Publication

Website

Website

### Cross References

1312.3

### Description

Davis v. Monroe County Board of Education, (1999) 526 U.S. 629  
 Doe v. Petaluma City School District, (1995, 9th Cir.) 54 F.3d 1447  
 Gebser v. Lago Vista Independent School District, (1998) 524 U.S. 274  
 Oona by Kate S. v. McCaffrey, (1998, 9th Cir.) 143 F.3d 473  
 Reese v. Jefferson School District, (2001, 9th Cir.) 208 F.3d 736  
 Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567  
 Flores v. Morgan Hill Unified School District, (2003) 324 F.3d 1130  
 Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011  
 Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014  
 Q&A on Campus Sexual Misconduct, September 2017  
 Sexual Harassment: It's Not Academic, September 2008  
 Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001  
 Dear Colleague Letter: Title IX Coordinators, April 2015  
 Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016  
 California Department of Education - <https://simbli.eboardsolutions.com/SU/os2jq5DcA2RawmY2VZ5FZQ==>  
 CSBA - <https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==>

### Description

Uniform Complaint Procedures - <https://simbli.eboardsolutions.com/SU/volA9xnsFifKGwS52P0V6w==>

**Exhibit**  
**Title IX Sexual Harassment Complaint Procedures**

**Descriptor Code: 5145.71**

Note: 34 CFR 106.8 requires the district to provide notice to students and parents/guardians of its policy prohibiting sexual harassment and its grievance procedures that provide for the prompt and equitable resolution of sexual harassment complaints. The following exhibit presents a sample notification that meets these requirements and may be modified to reflect district practice. For a sample notice for employees, bargaining units, and applicants for employment, see E 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures.

Pursuant to 34 CFR 106.8, the district must provide the Title IX Coordinator's contact information on its web site and in any handbook for students or parents/guardians. In addition, state law (Education Code 231.5, 231.6, 234.6, and 48980) requires distribution of the district's sexual harassment policy through the parental notification at the beginning of the school year, in any orientation program for new and continuing students, in any publication of rules of student conduct, and by posting the policy on the district's web site, in school offices, and in a poster displayed in locker rooms and bathrooms.

**NOTICE OF TITLE IX SEXUAL HARASSMENT POLICY**

The Code of Federal Regulations, Title 34, Section 106.8 requires the district to issue the following notification to students at all grade levels and their parents/guardians:

The district does not discriminate on the basis of sex in any education program or activity that it operates. The prohibition against discrimination on the basis of sex is required by federal law (20 USC 1681-1688; 34 CFR Part 106) and extends to employment. The district also prohibits retaliation against any student for filing a complaint or exercising any right granted under Title IX.

Title IX requires a school district to take immediate and appropriate action to address any potential Title IX violations that are brought to its attention. Any inquiries about the application of Title IX, this notice, and who is protected by Title IX may be referred to the district's Title IX Coordinator, to the Assistant Secretary for Civil Rights of the U.S. Department of Education or both.

Note: The district should enter the name/title and contact information of the district's Title IX Coordinator below. Such information should be consistent with the person/position identified in AR 5145.7 - Sexual Harassment.

The district has designated and authorized the following employee as the district's Title IX Coordinator to address concerns or inquiries regarding discrimination on the basis of sex, including sexual harassment, sexual assault, dating violence, domestic violence, and stalking:

Assistant Superintendent , Special Services  
 714 N. White St.  
 Hanford, CA 93230  
 559-585-3600  
 kmcconnell@hanfordesd.org

Note: The district may expand the following paragraph to include other means of contact or reporting methods available in the district, such as online submission forms or mobile applications.

Pursuant to 34 CFR 106.8, the district must provide notice to employees, bargaining units, and job applicants of the district's grievance procedures and process, including how to report or file a formal complaint of sexual discrimination and/or harassment, and how the district will respond.

Any individual may report sex discrimination, including sexual harassment, to the Title IX Coordinator or any other school employee at any time, including during non-business hours, by mail, phone, or email. During district business hours, reports may also be made in person. Upon receiving an allegation of sexual harassment, the Title IX Coordinator will promptly notify the parties, in writing, of the applicable district complaint procedure.

To view an electronic copy of the district's policies and administrative regulations on sexual harassment, including the grievance process that complies with 34 CFR 106.45, please see BP/AR 5145.7 - Sexual Harassment and AR 5145.71 - Title IX Sexual Harassment Complaint Procedures on the district's web site at \_\_\_\_\_(*insert website link*)\_\_\_\_\_.

To inspect or obtain a copy of the district's sexual harassment policies and administrative regulations, please contact: \_\_\_\_\_(*insert location/phone/email of contact person*)\_\_\_\_\_.

Materials used to train the Title IX Coordinator, investigator(s), decision-maker(s), and any person who facilitates an informal resolution process are also publicly available on the district's web site or at the district office upon request.

HANFORD ELEMENTARY SCHOOL DISTRICT  
**Human Resources Department**  
**AGENDA REQUEST FORM**

**TO:** Joy C. Gabler

**FROM:** Jaime Martinez

**DATE:** November 6, 2021

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

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **December 15, 2021**

**ITEM:** Consider approval of personnel transactions and related matters.

**PURPOSE:**

**a. Employment**

**Certificated**

- Jose Luis Cruz, Teacher, Probationary I(Intern), Woodrow Wilson, effective 12/6/21

**Classified Temp/Subs**

- Kalea-Marie Bush, Athletic Coach, effective 11/8/21
- Terry Duncil, Athletic Coach, effective 11/8/21
- Tammy Johnson, Substitute Administrative Secretary I, effective 11/9/21
- Adam Medrano, Substitute Custodian I, effective 11/29/21
- Gabriela Perez-Vigil, Substitute READY Program Tutor, effective 11/8/21
- Serissa Serna, Athletic Coach, effective 11/8/21

**Short Term Employees**

- April Tamayo-Alatorre, Short-Term Clerk Typist I – 7 hrs., effective 11/1/21-12/17/21 REVISED

**Administrative Transfer**

- Allen Christian Altamirano, from Special Circumstance Aide – 5.75 hrs., Richmond, to Special Circumstance Aide – 5.75, Monroe, effective 10/6/21

## **b. Resignations**

- Juana De La Cruz-Moran, Substitute Food Service Worker I/II, Translator: Oral Interpreter, Translator: Written Translator and Yard Supervisor, effective 6/4/21
- Meriah DeBem, Substitute READY Program Tutor, effective 6/4/21
- Marcelina Espino, Substitute Special Circumstance Aide, effective 11/03/21
- Darius Jackson, Special Education Aide – 5.0 hrs., Roosevelt, effective 12/17/21
- Richard LaRue, Substitute Yard Supervisor, effective 10/29/21
- Carolina Munoz-Gomez, Substitute Special Circumstance Aide, Special Education Aid, READY Program Tutor and Yard Supervisor, effective 6/4/21
- Rosie Ochoa, Substitute Yard Supervisor, effective 10/8/21
- Anali Rangel Ramirez, READY Program Tutor – 4.5 hrs., Washington, effective 11/8/21
- Michelle Ruble, Substitute Yard Supervisor, effective 6/4/21
- Isabella Sanders, READY Program Tutor – 4.5 hrs., Roosevelt, effective 11/5/21
- Laura Terrazas, Substitute Licensed Vocational Nurse, effective 6/4/21
- Colett Vasquez, Substitute Yard Supervisor, effective 6/4/21
- Janell Zendejas, Substitute Bilingual Clerk Typist I, Clerk Typist I, Translator: Oral Interpreter and Written Translator, effective 6/4/21

## **Resignations**

### **(failed to respond to annual notification for substitute/temporary employees)**

- Justin Cantu Salcedo, Substitute Yard Supervisor, effective 6/4/21
- Gema Martinez, Substitute Yard Supervisor, effective 6/4/21
- Matthew Nash, Substitute Custodian I, effective 6/4/21
- Jacqueline Tellez, Substitute Yard Supervisor, effective 6/4/21
- Fabiola Varela, Substitute Food Service I/II, effective 6/4/21
- Jade Vasquez, Substitute Yard Supervisor, effective 6/4/21

## **c. Promotion/Transfer**

- Alexander Mejia, from READY Program Tutor – 4.5 hrs., Richmond to READY Program Tutor – 4.5 hrs., Jefferson, effective 11/1/21
- Sydra Montes, from READY Program Tutor – 4.5 hrs. Lincoln, to READY Program Tutor – 4.5 hrs., Richmond, effective 8/18/21

## **d. Retirement**

- Domingo Carrasco, Lead Custodian – 8.0 hrs., Lincoln, effective 12/30/21

**e. Unpaid Leave**

- Maria Calvillo, Counselor, King, Maternity Leave, from 12/02/21-12/17/21

**f. Employment and Certification of Temporary Athletic Team Coaches  
Pursuant to Title 5 CCR 5594**

- Kaled-Marie Bush, Boys 7<sup>th</sup> Basketball, Wilson, effective 11/8/21-2/16/22
- Terry Duncil, Boys 7<sup>th</sup> Soccer, Kennedy, effective 11/8/21-2/9/22
- Cristian Moreno, Boys 7<sup>th</sup> Basketball, Kennedy, effective 11/8/21-2/16/22
- Serissa Serna, Girls 8<sup>th</sup> Soccer, Kennedy, effective 11/8/21-2/9/22

**RECOMMENDATION:** Approve.

## HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Joy C. Gabler

FROM: David Endo

DATE: 12/06/2021

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

FOR: ☐ Information  
☒ Action

Date you wish to have your item considered: 12/15/2021

**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 15, 2021 to the annual reorganization meeting in December 2022 in accordance with governing board approval dated December 15, 2021.

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: 12/06/2021

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

FOR: ☐ Information  
☒ Action

Date you wish to have your item considered: 12/15/2021

**ITEM:**

Consider approval of the Kings County Treasurer's Quarterly Compliance Report.

**PURPOSE:**

Enclosed is the Kings County Investment Pool compliance report for the quarter ending 09/30/2021. The interest rate for the quarter was 0.6229%.

**FISCAL IMPACT:**

None.

**RECOMMENDATIONS:**

Approve the Kings County Treasurer's Quarterly Compliance Report.



**COUNTY OF KINGS**  
**DEPARTMENT OF FINANCE**

1400 W. LACEY BLVD • HANFORD, CA 93230

ACCOUNTING DIVISION

(559) 852-2455 • FAX: (559) 587-9935

TAX COLLECTOR • TREASURER DIVISION

TAX: (559) 852-2479 • TREASURER (559) 852-2477

FAX: (559) 582-1236

DATE: October 29, 2021

TO: Treasury Depositors  
Board of Supervisors  
County Treasury Oversight Committee

FROM: Tammy D. Phelps, MPA, Assistant Director of Finance - Treasury

SUBJECT: Quarterly Portfolio Compliance Report

Enclosed is the Kings County Treasurer's - Quarterly Compliance Report for the period July 1 – September 30, 2021. The interest rate for the quarter for funds held by the Treasury was 0.6229%.

If you have any questions on the report or the portfolio, please feel free to call Tammy Phelps, Assistant Director of Finance - Treasury, at 852-2462.

Encl. 1

## Kings County Treasurer's Statement of Interest Earnings

For the Period July 1, 2021 -September 30, 2021	
<b>POOLED INVESTMENT ACCOUNT:</b>	
<b>Gross Interest Earnings (on Accrual Basis)</b>	\$895,280
Less: Administrative Expenses	(109,640)
Banking Expenses	(3,924)
Prior Qtr int adjustments	3,064
<b>Net Interest Earnings Apportioned</b>	<b>\$784,780</b>
<b>Portfolio Return of Investment:</b>	
Average Pooled Funds Invested	\$488,787,866
Gross Yield on Investments	0.7267%
Net Yield on Investments	0.6370%
<b>Treasury Return on Investment:</b>	
Average Pooled Funds In Treasury	\$499,873,087
Gross Yield Pooled Treas Funds	0.7106%
Net Yield on Pooled Treasury Funds	0.6229%
<b>DIRECT INVESTMENT ACCOUNT:</b>	
Average Direct Funds Invested	\$0
<b>TOTAL AVERAGE FUNDS INVESTED:</b>	<b>\$488,787,866</b>

YIELD TRENDS Gross Yield History*		
Quarter	Pool	LAIF
Sep-21	0.7267%	0.2416%
Jun-21	0.7322%	0.3275%
Mar-21	0.8324%	0.4432%
Dec-20	1.0132%	0.6292%
Sep-20	1.3673%	0.8452%
Jun-20	1.6573%	1.3581%
Mar-20	2.0807%	2.0260%
Dec-19	2.1773%	2.2813%
Sep-19	2.1504%	2.4462%
Jun-19	2.2076%	2.5655%
Mar-19	2.1971%	2.5464%
Dec-18	1.9793%	2.3994%
Sep-18	1.8644%	2.1570%
Jun-18	1.7292%	1.9042%
Mar-18	1.4226%	1.5095%
Dec-17	1.3133%	1.2049%
Sep-17	1.2618%	1.0741%
Jun-17	1.2309%	0.9239%

\*The yield history represents gross portfolio yields; costs have not been deducted.

## Kings County Treasurer's Liquidity Projections for the Period October 1, 2021 - September 30, 2022 (In Thousands)

(in thousands)								
A		B		C	D	E	F	G
ACTUAL MONTH/ YEAR	TREASURER'S RECEIPTS	TREASURER'S DISBURSEMENTS	TREASURER'S SURPLUS or	INVESTMENTS				ESTIMATE SURPLUS
	ACTUAL	ACTUAL	(DEFICIT) (A-B)	MONTH YEAR	PORTFOLIO MATURITIES	LAIF	TOTAL (D+E)	
Jul-21	46,879	108,956	(62,077)	Jul-22	0	75,000	75,000	12,923
Aug-21	101,874	63,205	38,669	Aug-22	3,000	12,923	15,923	54,592
Sep-21	91,532	85,082	6,450	Sep-22	3,000	54,592	57,592	64,042
Oct-20	73,677	70,289	3,388	Oct-21	0	75,000	75,000	78,388
Nov-20	71,988	68,346	3,642	Nov-21	3,000	75,000	78,000	81,642
Dec-20	140,498	92,666	47,832	Dec-21	0	75,000	75,000	122,832
Jan-21	82,237	102,883	(20,646)	Jan-22	8,000	75,000	83,000	62,354
Feb-21	49,300	67,361	(18,061)	Feb-22	2,000	62,354	64,354	46,293
Mar-21	82,927	67,256	15,671	Mar-22	6,000	46,293	52,293	67,964
Apr-21	106,244	73,155	33,089	Apr-22	0	67,964	67,964	101,053
May-21	51,378	79,579	(28,201)	May-22	3,000	75,000	78,000	49,799
Jun-21	125,315	77,021	48,294	Jun-22	14,000	49,799	63,799	112,093
TOTALS	1,023,849	955,799	68,050		42,000			

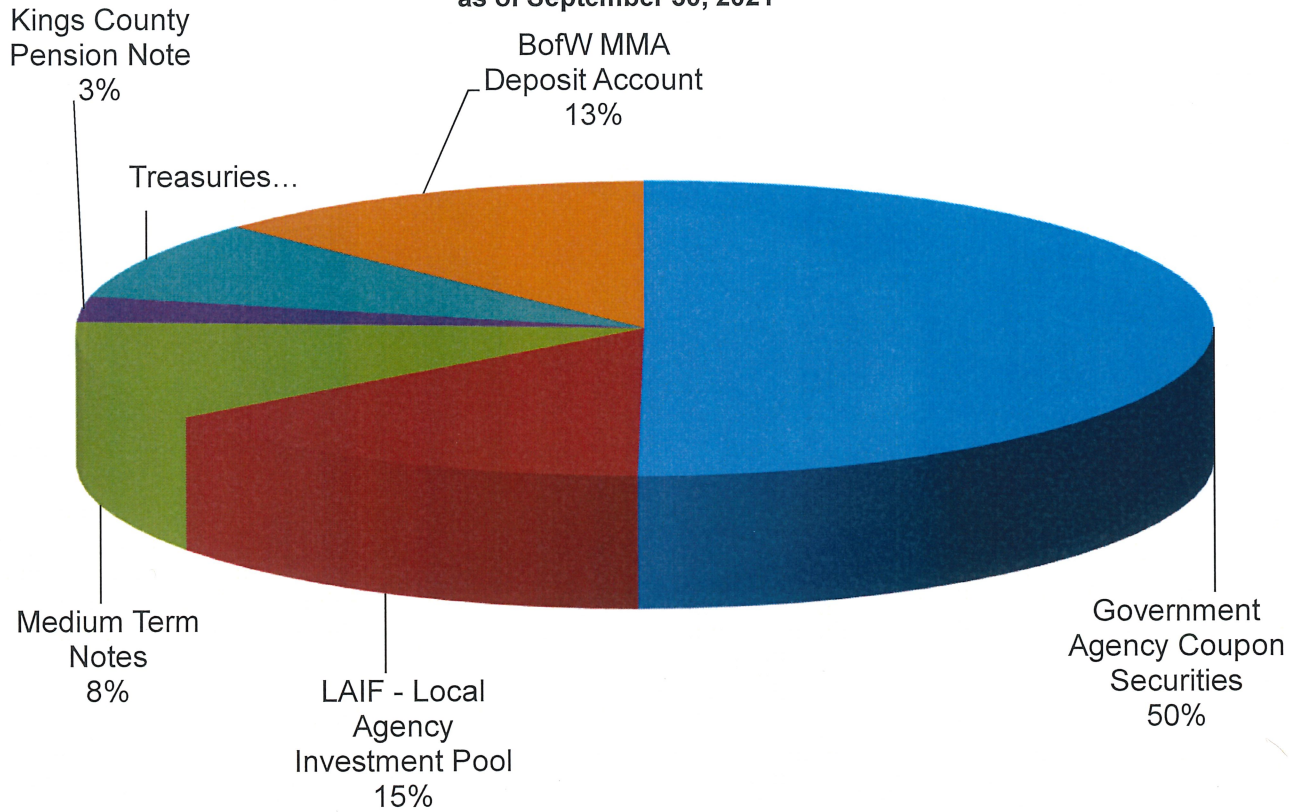
Sufficient liquidity exists to meet the mandated six months cash flow expenditure requirements. The historical receipts have been adjusted for expected non-re-occurring participant activity.



## KINGS COUNTY POOLED INVESTMENTS PORTFOLIO STATISTICS

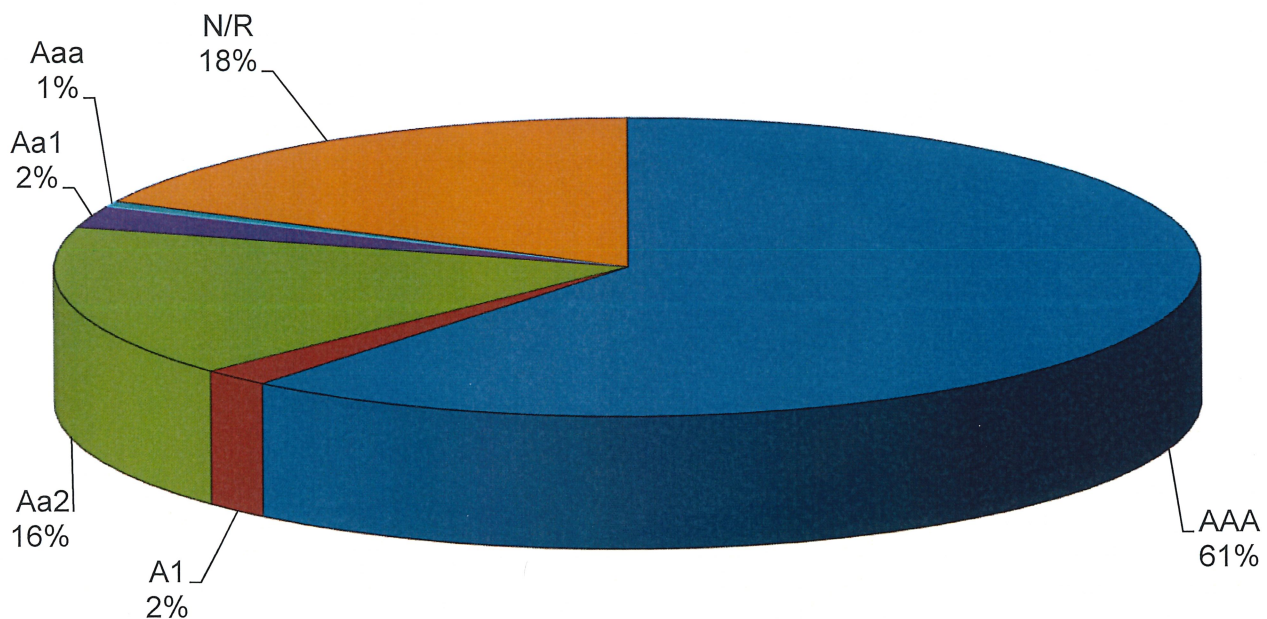
### Book Value by Investment Type

as of September 30, 2021



### Market Value Quality Allocation

as of September 30, 2021





**Kings County Investment Pool  
Portfolio Management  
Portfolio Summary  
September 30, 2021**

Kings County  
1400 W. Lacey Blvd.  
Kings County Govt. Center  
Hanford, CA  
(559)582-3211

Investments	Par Value	Market Value	Book Value	% of Portfolio	Days to Maturity	YTM 365 Equiv.	YTM 360 Equiv.
Government Agency Coupon Securities	256,000,000.00	255,692,490.00	256,105,793.08	50.20	1,172	0.708	0.698
LAIF - Local Agency Investment Pool	75,000,000.00	75,000,000.00	75,000,000.00	14.70	1	0.220	0.217
Treasury Coupon Securities	55,000,000.00	55,640,150.00	55,998,817.36	10.98	1,306	0.558	0.551
Kings County PERS Prefund Note	14,578,162.99	14,578,162.99	14,300,368.00	2.80	266	2.086	2.057
Medium Term Notes	44,000,000.00	44,665,310.00	43,795,118.82	8.58	576	2.610	2.574
BofW MMA Deposit Account	65,003,438.36	65,003,438.36	65,003,438.36	12.74	1	0.100	0.099
	<b>509,581,601.35</b>	<b>510,579,551.35</b>	<b>510,203,535.62</b>	<b>100.00%</b>	<b>789</b>	<b>0.744</b>	<b>0.734</b>
<b>Investments</b>							
<b>Cash and Accrued Interest</b>							
Passbook/Checking (not included in yield calculations)	11,205,073.59	11,205,073.59	11,205,073.59		1	1.000	0.986
Accrued Interest at Purchase *		0.00	0.00				
Ending Accrued Interest		807,479.59	807,479.59				
Subtotal		12,012,553.18	12,012,553.18				
	<b>520,786,674.94</b>	<b>522,592,104.53</b>	<b>522,216,088.80</b>		<b>789</b>	<b>0.744</b>	<b>0.734</b>
<b>Total Cash and Investments</b>							

Total Earnings	September 30 Month Ending	Fiscal Year To Date
Current Year	305,708.02	895,587.16

\* 106,726.29 Accrued at Purchase is Included in Book Value.

<b>Average Daily Balance</b>	<b>489,913,293.11</b>	<b>489,007,044.23</b>
<b>Effective Rate of Return</b>	<b>0.76%</b>	<b>0.73%</b>

The Pooled Portfolio was in compliance during the quarter ending September 30, 2021, with California Government Code Sections 53601 et.seq. and 53635, and the Director of Finance's Statement of Investment Policy dated January 1, 2021. Market prices are provided by U.S. Bank and are as of the last business day of the month. Ratings listed in the Portfolio Reports are issued by Moody's Rating Agency. If you have any questions about the Pooled Investment Fund, please call Tammy Phelps, Assistant Director of Finance - Treasury, at (559) 852-2462.

*Tammy D Phelps*  
Tammy D. Phelps, MPA, KC Assistant Director of Finance

*10/29/21*

Reporting period 09/01/2021-09/30/2021

Run Date: 10/15/2021 - 10:00

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**Kings County Investment Pool**  
**Portfolio Management**  
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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	YTM 360	Days to Maturity	Maturity Date
<b>Government Agency Coupon Securities</b>												
3130AHJY0	190036	Federal Home Loan Banks		12/11/2019	3,000,000.00	3,006,330.00	2,999,628.65	1.625	AAA	1.627	49	11/19/2021
313378WG2	180044	Federal Home Loan Banks		04/15/2019	3,000,000.00	3,032,760.00	3,001,650.98	2.500	AAA	2.352	161	03/11/2022
3133ELAE4	190037	Federal Farm Credit Bank		12/11/2019	3,000,000.00	3,041,520.00	2,998,987.85	1.625	AAA	1.637	325	08/22/2022
3135G0W33	190038	Federal Nat'l Mortgage Assoc.		12/11/2019	3,000,000.00	3,036,150.00	2,991,667.01	1.375	AAA	1.637	340	09/06/2022
3133ELJN5	190043	Federal Farm Credit Bank		01/24/2020	3,000,000.00	3,013,260.00	3,000,000.00	1.640	AAA	1.618	480	01/24/2023
3137EAEV7	200035	Federal Home Loan Mort. Co.		01/14/2021	3,000,000.00	2,998,800.00	3,002,987.23	0.250	AAA	0.197	692	08/24/2023
3133ELAN4	190026	Federal Farm Credit Bank		11/22/2019	3,000,000.00	3,006,030.00	3,000,000.00	1.680	AAA	1.657	782	11/22/2023
3135G06H1	200036	Federal Nat'l Mortgage Assoc.		01/14/2021	3,000,000.00	2,996,430.00	3,001,489.84	0.250	AAA	0.227	787	11/27/2023
3135GA6J5	200030	Federal Nat'l Mortgage Assoc.		12/07/2020	3,000,000.00	2,998,620.00	3,000,000.00	0.320	AAA	0.316	797	12/07/2023
3135GA6D8	200031	Federal Nat'l Mortgage Assoc.		12/15/2020	3,000,000.00	2,998,470.00	3,000,000.00	0.320	AAA	0.316	805	12/15/2023
3133EMLT7	200033	Federal Farm Credit Bank		01/06/2021	3,000,000.00	2,993,520.00	3,000,000.00	0.210	AAA	0.207	818	12/28/2023
3135GAC33	200032	Federal Nat'l Mortgage Assoc.		12/29/2020	3,000,000.00	2,997,570.00	3,000,000.00	0.300	AAA	0.296	819	12/29/2023
3133EMMN9	200034	Federal Farm Credit Bank		01/11/2021	3,000,000.00	2,983,140.00	2,998,750.00	0.190	AAA	0.204	832	01/11/2024
3133EMNG3	200037	Federal Farm Credit Bank		01/19/2021	3,000,000.00	2,987,910.00	2,998,525.00	0.230	AAA	0.246	840	01/19/2024
3133EMQL9	200039	Federal Farm Credit Bank		02/12/2021	3,000,000.00	2,984,280.00	3,000,000.00	0.200	AAA	0.197	864	02/12/2024
3130AFW94	190030	Federal Home Loan Banks		12/03/2019	3,000,000.00	3,152,010.00	3,059,113.91	2.500	AAA	1.657	865	02/13/2024
3133EMRZ7	200045	Federal Farm Credit Bank		02/26/2021	3,000,000.00	2,992,260.00	3,001,500.00	0.250	AAA	0.227	878	02/26/2024
3133EMVD1	200053	Federal Farm Credit Bank		04/05/2021	3,000,000.00	2,995,020.00	2,997,750.00	0.330	AAA	0.350	917	04/05/2024
3130ALVY7	200054	Federal Home Loan Banks		04/15/2021	3,000,000.00	2,997,870.00	3,000,000.00	0.400	AAA	0.395	927	04/15/2024
3130ALXQ2	200056	Federal Home Loan Banks		04/29/2021	3,000,000.00	2,999,310.00	3,000,000.00	0.500	AAA	0.493	941	04/29/2024
3130AMPD8	200062	Federal Home Loan Banks		05/28/2021	3,000,000.00	2,996,730.00	3,000,000.00	0.385	AAA	0.380	970	05/28/2024
3133EME40	200064	Federal Farm Credit Bank		06/03/2021	3,000,000.00	2,989,290.00	3,000,000.00	0.330	AAA	0.325	976	06/03/2024
3130AMKX9	200059	Federal Home Loan Banks		06/07/2021	3,000,000.00	2,992,620.00	3,000,000.00	0.400	AAA	0.395	980	06/07/2024
3130AMLM2	200060	Federal Home Loan Banks		06/07/2021	3,000,000.00	2,993,310.00	3,000,000.00	0.375	AAA	0.370	980	06/07/2024
3130AMND0	200061	Federal Home Loan Banks		06/17/2021	3,000,000.00	2,997,150.00	3,000,000.00	0.430	AAA	0.424	990	06/17/2024
3130AMQC9	200063	Federal Home Loan Banks		06/24/2021	3,000,000.00	2,996,430.00	3,000,000.00	0.420	AAA	0.414	997	06/24/2024
3130AMRZ7	200065	Federal Home Loan Banks		06/28/2021	3,000,000.00	2,994,510.00	3,000,000.00	0.375	AAA	0.370	1,001	06/28/2024
3130AMT85	200066	Federal Home Loan Banks		06/28/2021	3,000,000.00	2,995,650.00	3,000,000.00	0.400	AAA	0.395	1,001	06/28/2024
3135G0V75	190029	Federal Nat'l Mortgage Assoc.		12/03/2019	3,000,000.00	3,105,150.00	3,006,032.02	1.750	AAA	1.657	1,005	07/02/2024
3130AMV82	210001	Federal Home Loan Banks		07/12/2021	3,000,000.00	2,989,260.00	3,000,000.00	0.350	AAA	0.345	1,015	07/12/2024
3130AMZ88	210002	Federal Home Loan Banks		07/12/2021	3,000,000.00	2,997,990.00	3,000,000.00	0.520	AAA	0.513	1,015	07/12/2024
3130AN5A4	210003	Federal Home Loan Banks		07/26/2021	3,000,000.00	3,000,930.00	3,000,000.00	0.500	AAA	0.493	1,029	07/26/2024
3130AN7K0	210004	Federal Home Loan Banks		07/29/2021	5,000,000.00	4,998,250.00	5,000,000.00	0.400	AAA	0.395	1,032	07/29/2024
3130ANDX5	210006	Federal Home Loan Banks		08/16/2021	5,000,000.00	4,994,150.00	5,000,000.00	0.500	AAA	0.493	1,050	08/16/2024
3130ANGT1	210007	Federal Home Loan Banks		08/23/2021	5,000,000.00	4,987,800.00	5,000,000.00	0.410	AAA	0.404	1,057	08/23/2024
3130AMCN0	200057	Federal Home Loan Banks		05/26/2021	3,000,000.00	2,996,910.00	3,000,000.00	0.500	AAA	0.493	1,060	08/26/2024
3130ANN55	210009	Federal Home Loan Banks		08/30/2021	5,000,000.00	4,995,450.00	5,000,000.00	0.500	AAA	0.493	1,062	08/28/2024
3135G0ZR7	190028	Federal Nat'l Mortgage Assoc.		12/03/2019	3,000,000.00	3,187,530.00	3,081,387.74	2.625	AAA	1.657	1,071	09/06/2024

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**Kings County Investment Pool**  
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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	YTM 360	Days to Maturity	Maturity Date
<b>Government Agency Coupon Securities</b>												
3133EK4B9	190017	Federal Farm Credit Bank		10/28/2019	3,000,000.00	3,002,100.00	3,000,000.00	1.820	AAA	1.795	1,123	10/28/2024
3130AHGL1	190021	Federal Home Loan Banks		11/04/2019	3,000,000.00	3,004,860.00	3,000,000.00	1.875	AAA	1.849	1,130	11/04/2024
3133EK6J0	190025	Federal Farm Credit Bank		11/08/2019	3,000,000.00	3,094,020.00	2,979,420.00	1.625	AAA	1.806	1,134	11/08/2024
3130AJ2C2	190049	Federal Home Loan Banks		02/03/2020	3,000,000.00	3,015,390.00	3,000,000.00	1.625	AAA	1.603	1,221	02/03/2025
3133EMQG0	200040	Federal Farm Credit Bank		02/10/2021	3,000,000.00	2,980,980.00	2,998,687.50	0.320	AAA	0.328	1,228	02/10/2025
3136G4T52	200005	Federal Nat'l Mortgage Assoc.		08/25/2020	3,000,000.00	2,993,370.00	3,000,000.00	0.520	AAA	0.513	1,243	02/25/2025
3134GWP26	200014	Federal Home Loan Mort. Co.		09/28/2020	3,000,000.00	2,978,460.00	3,000,000.00	0.500	AAA	0.493	1,274	03/28/2025
3136G4Y64	200006	Federal Nat'l Mortgage Assoc.		08/27/2020	3,000,000.00	2,986,860.00	3,000,000.00	0.550	AAA	0.542	1,334	05/27/2025
3134GWUU8	200018	Federal Home Loan Mort. Co.		10/16/2020	3,000,000.00	2,967,450.00	3,000,000.00	0.500	AAA	0.493	1,384	07/16/2025
3133EMFC1	200026	Federal Farm Credit Bank		10/29/2020	3,000,000.00	2,988,360.00	3,000,000.00	0.530	AAA	0.523	1,397	07/29/2025
3133EL3P7	200004	Federal Farm Credit Bank		08/24/2020	3,000,000.00	2,981,580.00	3,000,000.00	0.530	AAA	0.523	1,411	08/12/2025
3136G4Q48	200001	Federal Nat'l Mortgage Assoc.		08/19/2020	3,000,000.00	2,984,580.00	2,997,600.00	0.600	AAA	0.612	1,418	08/19/2025
3136G4N74	200002	Federal Nat'l Mortgage Assoc.		08/21/2020	3,000,000.00	2,974,710.00	3,000,000.00	0.560	AAA	0.552	1,420	08/21/2025
3136G4X57	200003	Federal Nat'l Mortgage Assoc.		08/25/2020	3,000,000.00	2,985,870.00	3,000,000.00	0.625	AAA	0.616	1,424	08/25/2025
3136G4Z63	200007	Federal Nat'l Mortgage Assoc.		08/27/2020	3,000,000.00	2,984,250.00	3,000,000.00	0.600	AAA	0.592	1,426	08/27/2025
3134GWA22	200010	Federal Home Loan Mort. Co.		09/02/2020	3,000,000.00	2,982,750.00	3,000,000.00	0.550	AAA	0.542	1,432	09/02/2025
3134GWA55	200008	Federal Home Loan Mort. Co.		09/09/2020	3,000,000.00	2,988,180.00	3,000,000.00	0.650	AAA	0.641	1,439	09/09/2025
3134GWB70	200009	Federal Home Loan Mort. Co.		09/15/2020	3,000,000.00	2,982,690.00	3,000,000.00	0.625	AAA	0.616	1,445	09/15/2025
3134GWL38	200013	Federal Home Loan Mort. Co.		09/15/2020	3,000,000.00	2,966,160.00	3,000,000.00	0.540	AAA	0.533	1,445	09/15/2025
3134GWJ98	200011	Federal Home Loan Mort. Co.		09/16/2020	3,000,000.00	2,964,900.00	3,000,000.00	0.520	AAA	0.513	1,446	09/16/2025
3134GWU61	200017	Federal Home Loan Mort. Co.		09/22/2020	3,000,000.00	2,963,100.00	3,000,000.00	0.520	AAA	0.513	1,452	09/22/2025
3130AK3Z7	200012	Federal Home Loan Banks		09/29/2020	3,000,000.00	2,978,940.00	3,000,000.00	0.570	AAA	0.562	1,459	09/29/2025
3136G43L5	200015	Federal Nat'l Mortgage Assoc.		09/30/2020	3,000,000.00	2,981,460.00	3,000,000.00	0.550	AAA	0.542	1,460	09/30/2025
3136G44F7	200016	Federal Nat'l Mortgage Assoc.		09/30/2020	3,000,000.00	2,978,220.00	3,000,000.00	0.550	AAA	0.542	1,460	09/30/2025
3134GWX43	200019	Federal Home Loan Mort. Co.		10/02/2020	3,000,000.00	2,965,050.00	3,000,000.00	0.550	AAA	0.542	1,462	10/02/2025
3134GWY26	200021	Federal Home Loan Mort. Co.		10/08/2020	3,000,000.00	2,966,640.00	3,000,000.00	0.570	AAA	0.562	1,468	10/08/2025
3133EMCP5	200022	Federal Farm Credit Bank		10/14/2020	3,000,000.00	2,974,020.00	2,997,300.00	0.520	AAA	0.533	1,474	10/14/2025
3134GWXX9	200020	Federal Home Loan Mort. Co.		10/15/2020	3,000,000.00	2,964,090.00	3,000,000.00	0.550	AAA	0.542	1,475	10/15/2025
3136G44U4	200024	Federal Nat'l Mortgage Assoc.		10/20/2020	3,000,000.00	2,974,200.00	3,000,000.00	0.500	AAA	0.493	1,480	10/20/2025
3136G45C3	200025	Federal Nat'l Mortgage Assoc.		10/27/2020	3,000,000.00	2,978,520.00	3,000,000.00	0.540	AAA	0.533	1,487	10/27/2025
3134GWYZ3	200023	Federal Home Loan Mort. Co.		10/28/2020	3,000,000.00	2,959,890.00	3,000,000.00	0.530	AAA	0.523	1,488	10/28/2025
3133EMFS6	200028	Federal Farm Credit Bank		11/03/2020	3,000,000.00	2,954,910.00	3,000,000.00	0.460	AAA	0.454	1,494	11/03/2025
3135G06G3	200043	Federal Nat'l Mortgage Assoc.		02/23/2021	3,000,000.00	2,961,150.00	2,993,315.35	0.500	AAA	0.543	1,498	11/07/2025
3134GW6S0	200027	Federal Home Loan Mort. Co.		11/10/2020	3,000,000.00	2,979,750.00	3,000,000.00	0.610	AAA	0.602	1,501	11/10/2025
3135GA2X8	200029	Federal Nat'l Mortgage Assoc.		11/18/2020	3,000,000.00	2,977,770.00	3,000,000.00	0.550	AAA	0.542	1,509	11/18/2025
3130ALB94	200041	Federal Home Loan Banks		02/26/2021	3,000,000.00	2,973,420.00	3,000,000.00	0.630	AAA	0.621	1,609	02/26/2026
3133EMSU7	200047	Federal Farm Credit Bank		03/09/2021	3,000,000.00	2,986,050.00	3,000,000.00	0.800	AAA	0.789	1,620	03/09/2026
3130ALDN1	200042	Federal Home Loan Banks		03/16/2021	3,000,000.00	2,985,540.00	3,000,000.00	0.800	AAA	0.789	1,627	03/16/2026

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	YTM 360	Days to Maturity	Maturity Date
<b>Government Agency Coupon Securities</b>												
3130ALGB4	200044	Federal Home Loan Banks		03/17/2021	3,000,000.00	2,985,090.00	3,000,000.00	0.800	AAA	0.789	1,628	03/17/2026
3133EMUK6	200049	Federal Farm Credit Bank		03/25/2021	3,000,000.00	2,993,070.00	3,000,000.00	1.050	AAA	1.036	1,636	03/25/2026
3130ALS47	200048	Federal Home Loan Banks		04/07/2021	3,000,000.00	2,994,870.00	3,000,000.00	1.020	AAA	1.006	1,649	04/07/2026
3130ALTE4	200052	Federal Home Loan Banks		04/21/2021	3,000,000.00	2,997,990.00	3,000,000.00	1.000	AAA	0.986	1,663	04/21/2026
3130ALXV1	200055	Federal Home Loan Banks		04/22/2021	3,000,000.00	3,004,110.00	3,000,000.00	1.100	AAA	1.085	1,664	04/22/2026
3130ANN48	210008	Federal Home Loan Banks		09/09/2021	5,000,000.00	4,986,750.00	5,000,000.00	1.000	AAA	0.986	1,804	09/09/2026
<b>Subtotal and Average</b>			<b>258,581,183.36</b>		<b>256,000,000.00</b>	<b>255,692,490.00</b>	<b>256,105,793.08</b>			<b>0.698</b>	<b>1,172</b>	
<b>LAIF - Local Agency Investment Pool</b>												
SYS990001	990001	Local Agency Investment Fund			75,000,000.00	75,000,000.00	75,000,000.00	0.220	N/R	0.217	1	
<b>Subtotal and Average</b>			<b>75,000,000.00</b>		<b>75,000,000.00</b>	<b>75,000,000.00</b>	<b>75,000,000.00</b>			<b>0.217</b>	<b>1</b>	
<b>Treasury Coupon Securities</b>												
91282CCC3	210019	United States Treasury		08/31/2021	5,000,000.00	4,976,000.00	4,991,949.73	0.250	AAA	0.332	957	05/15/2024
91282XT2	210020	United States Treasury		08/31/2021	5,000,000.00	5,205,450.00	5,252,089.74	2.000	AAA	0.335	973	05/31/2024
91282YH7	210010	United States Treasury		08/24/2021	5,000,000.00	5,146,300.00	5,159,082.64	1.500	AAA	0.425	1,095	09/30/2024
91282YM6	210011	United States Treasury		08/24/2021	5,000,000.00	5,146,900.00	5,189,266.30	1.500	AAA	0.445	1,126	10/31/2024
91282Z52	210013	United States Treasury		08/26/2021	5,000,000.00	5,126,000.00	5,147,630.78	1.375	AAA	0.526	1,218	01/31/2025
91282ZC7	210014	United States Treasury		08/26/2021	5,000,000.00	5,083,400.00	5,099,609.98	1.125	AAA	0.542	1,246	02/28/2025
91282ZL7	210015	United States Treasury		08/26/2021	5,000,000.00	4,944,550.00	4,967,730.98	0.375	AAA	0.578	1,307	04/30/2025
91282ZW3	210012	United States Treasury		08/24/2021	5,000,000.00	4,910,950.00	4,935,071.34	0.250	AAA	0.593	1,368	06/30/2025
91282CBW0	210016	United States Treasury		08/26/2021	5,000,000.00	4,961,550.00	5,008,899.46	0.750	AAA	0.754	1,672	04/30/2026
91282R36	210017	United States Treasury		08/26/2021	5,000,000.00	5,156,650.00	5,221,178.67	1.625	AAA	0.757	1,687	05/15/2026
91282CCJ8	210018	United States Treasury		08/26/2021	5,000,000.00	4,982,400.00	5,026,307.74	0.875	AAA	0.782	1,733	06/30/2026
<b>Subtotal and Average</b>			<b>56,032,929.60</b>		<b>55,000,000.00</b>	<b>55,640,150.00</b>	<b>55,998,817.36</b>			<b>0.551</b>	<b>1,306</b>	
<b>Kings County PERS Prefund Note</b>												
SYS210005	210005	Kings County Pension Note 2021		07/16/2021	14,578,162.99	14,578,162.99	14,300,368.00	2.000	N/R	2.057	266	06/24/2022
<b>Subtotal and Average</b>			<b>14,300,368.00</b>		<b>14,578,162.99</b>	<b>14,578,162.99</b>	<b>14,300,368.00</b>			<b>2.057</b>	<b>266</b>	
<b>Medium Term Notes</b>												
89236TDP7	180021	Toyota Motor Credit Corp.		01/22/2019	4,000,000.00	4,025,840.00	3,992,395.88	2.600	A1	2.959	102	01/11/2022
084670BF4	180007	Berkshire Hathaway		11/13/2018	4,000,000.00	4,041,920.00	4,002,240.28	3.400	Aa2	3.232	122	01/31/2022
037833AY6	180005	Apple Inc		08/01/2018	2,000,000.00	2,014,480.00	1,991,709.78	2.150	Aa1	2.989	131	02/09/2022
478160CD4	180046	JOHNSON & JOHNSON		05/07/2019	3,000,000.00	3,023,010.00	2,996,332.68	2.250	Aaa	2.470	153	03/03/2022
037833CQ1	180024	Apple Inc		03/18/2019	3,000,000.00	3,032,490.00	2,990,515.45	2.300	Aa1	2.595	222	05/11/2022
931142DU4	180006	Wal-Mart Stores		08/02/2018	3,000,000.00	3,063,510.00	2,966,961.47	2.350	Aa2	3.098	440	12/15/2022
931142DU4	180031	Wal-Mart Stores		04/01/2019	3,000,000.00	3,063,510.00	2,997,401.20	2.350	Aa2	2.377	440	12/15/2022

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**Kings County Investment Pool**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**September 30, 2021**

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	YTM 360	Days to Maturity	Maturity Date
<b>Medium Term Notes</b>												
084670BJ6	170036	Berkshire Hathaway		06/29/2018	3,000,000.00	3,109,380.00	2,994,570.76	3.000	Aa2	3.087	498	02/11/2023
084670BR8	170030	Berkshire Hathaway		04/23/2018	3,000,000.00	3,093,510.00	2,981,372.76	2.750	Aa2	3.156	530	03/15/2023
931142DH3	180045	Wal-Mart Stores		05/07/2019	3,000,000.00	3,087,000.00	2,994,317.40	2.550	Aa2	2.614	557	04/11/2023
89236TDK8	180011	Toyota Motor Credit Corp.		12/04/2018	3,000,000.00	3,110,160.00	2,907,824.40	2.250	A1	3.551	747	10/18/2023
037833DM9	190020	Apple Inc		10/28/2019	2,000,000.00	2,069,820.00	1,998,274.96	1.800	Aa1	1.805	1,076	09/11/2024
89236TGN9	190015	Toyota Motor Credit Corp.		10/22/2019	3,000,000.00	2,982,330.00	3,000,000.00	2.125	A1	2.096	1,117	10/22/2024
037833EB2	200038	Apple Inc		02/08/2021	3,000,000.00	2,969,010.00	3,000,000.00	0.700	Aa1	0.690	1,591	02/08/2026
037833EB2	200046	Apple Inc		03/01/2021	2,000,000.00	1,979,340.00	1,981,201.80	0.700	Aa1	0.902	1,591	02/08/2026
<b>Subtotal and Average</b>			<b>43,791,861.76</b>		<b>44,000,000.00</b>	<b>44,665,310.00</b>	<b>43,795,118.82</b>			<b>2.574</b>	<b>576</b>	
<b>BofW MMA Deposit Account</b>												
SYS999993	999993	Bank of the West		07/01/2019	65,003,438.36	65,003,438.36	65,003,438.36	0.100	Aa2	0.099	1	
<b>Subtotal and Average</b>			<b>41,833,447.95</b>		<b>65,003,438.36</b>	<b>65,003,438.36</b>	<b>65,003,438.36</b>			<b>0.099</b>	<b>1</b>	
<b>Total and Average</b>			<b>489,539,790.65</b>		<b>509,581,601.35</b>	<b>510,579,551.35</b>	<b>510,203,535.62</b>			<b>0.734</b>	<b>789</b>	

## HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Joy C. Gabler

FROM: David Endo

DATE: 12/06/2021

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

FOR: ☐ Information  
☒ Action

Date you wish to have your item considered: 12/15/2021

**ITEM:**

Consider ratification of the contract for services with SchoolWorks to conduct a demographic and enrollment study.

**PURPOSE:**

The administration is requesting the approval of an agreement with SchoolWorks to update the District's demographics and enrollment projections.

**FISCAL IMPACT:**

The cost of the agreement is \$6,000.

**RECOMMENDATIONS:**

Ratify the contract for services with SchoolWorks to conduct a demographic and enrollment study.

# **Hanford Elementary School District**

## **Professional Services**

### **Demographics & Enrollment Projections 2021-2022**

**SchoolWorks, Inc.**

8700 Auburn Folsom Blvd., #200, Granite Bay, CA 95746 | 916.733.0402 | [www.schoolworksgis.com](http://www.schoolworksgis.com)



*Facility Problem Solvers*

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# Proposal Summary

Board of Trustees  
Hanford Elementary School District  
714 N. White Street  
Hanford, CA 93230

Thank you for the opportunity to present this Proposal for the 2021/2022 annual update of Demographic Services and Enrollment Projections. This Proposal provides a company background, a general overview of the project scope, our methodology, and a cost summary.

Demographic Services and Enrollment Projections help establish guidelines designed to ensure the District's school facilities are able to accommodate and support its current and future enrollment. SchoolWorks, Inc. provides a total comprehensive analysis. The district-wide and school-specific enrollment projections are meant to serve as a planning tool to help with both long-term and short-term planning. Our services help identify certain facility planning requirements such as capacity utilization of existing facilities, planning for modernization or new construction, and attendance boundary analysis or redistricting.

In addition to our standard annual services, we have found many of our clients inquiring how specific data available in our GIS system may be able to assist with the unique Covid-19 planning challenges. These include how Covid-19 may affect future enrollment, tracking distance learning procedures to ensure every student is presented with the same opportunities, and even planning how to best utilize facilities and assign students to multi-track schedules if school is only able to operate at a reduced capacity.

Proposal Includes:

- Collaborate with the District staff throughout the project
- Updated six year district & individual school enrollment projections
- Updated attendance boundary demographics trend analysis
- Updated classroom utilization analysis
- Updated new housing impacts & yield rate study
- Updated Interactive web based school attendance boundary locator (Complimentary)
- Draft/Final documentation in electronic form and eight (8) printed copies if requested
- Total fee proposal of **\$6,000**

SchoolWorks, inc. is dedicated to developing trusting personal relationships with our clients. Our unique hands-on approach makes us more than just another facility planning consultant. Our goal is to become an extension of your staff. We value integrity and going that extra mile to make sure we provide the highest in quality service.

We would be honored to once again serve the Hanford Elementary School District. Thank you for your consideration and please do not hesitate to contact us if you have any questions.

Kindest Regards,



Ken Reynolds  
President  
916.771.4605  
ken@schoolworksgis.com



Brett Merrick  
Vice President  
916.771.4606  
brett@schoolworksgis.com

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## Company Profile

### ABOUT SCHOOLWORKS, INC.

SchoolWorks, Inc., established in 2002 by founder and President Ken Reynolds, has a proud history of guiding California school districts through the complexities of school facility planning.

Our firm takes pride in focusing on the unique challenges facing California school districts today. We offer a wide range of services that provide the building blocks towards smart and successful facility planning.

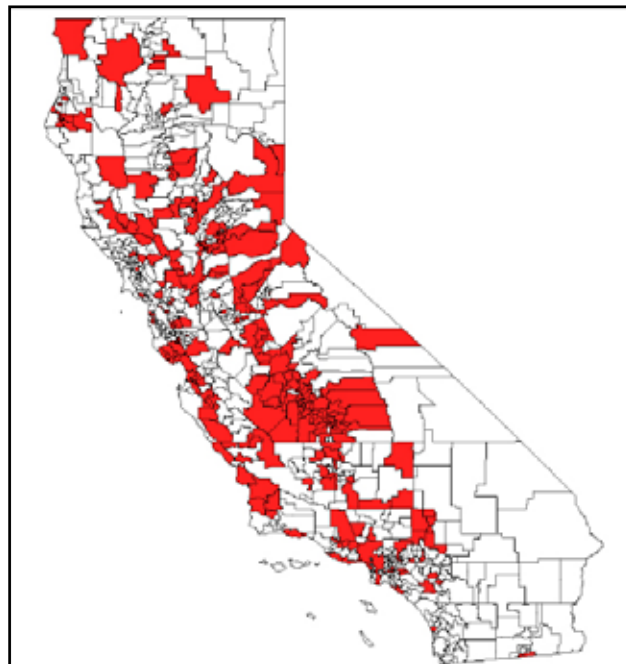
SchoolWorks, Inc. provides services exclusively to California school districts, ranging in size from under 100 students to more than 600,000 students.

Our headquarters is located near Sacramento, providing easy access to CDE, SAB and OPSC. We have additional satellite offices located in the Central Valley and Southern California.

At SchoolWorks, Inc. our mission is simple: Take pride in developing trusting personal relationships. Our unique hands-on approach makes us more than just another facility planning and demographics consultant. Our goal is to become an extension of your staff and community. We value integrity and going the extra mile to make sure we provide the highest in quality service.

### OUR SERVICES

- ☐ **Demographic Studies & Enrollment Projections**
- ☐ **Facilities Master Plans**
- ☐ **Facilities Planning Assessments**
- ☐ **State Building Program Assistance**
  - Modernization
  - New Construction
  - Financial Hardship
  - CTE
- ☐ **Developer Fee Studies**
  - Level 1
  - Level 2
- ☐ **Attendance Boundaries Studies**
- ☐ **Trustee Boundaries**
- ☐ **GIS Facility Planning Software**







**Ken Reynolds,**  
President



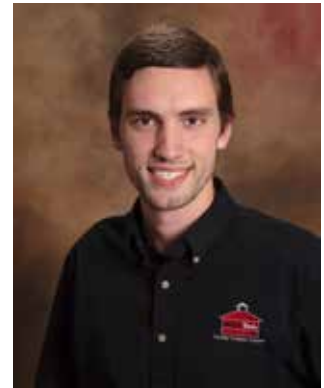
**Brett Merrick,**  
Vice President



**Owen Alvarez,**  
V.P., State Building Program



**Kathy Reynolds,**  
Associate Director



**Ryan Reynolds,**  
DEP Project Manager



**Alex Rutherford**  
P.M., State Building Program



**Alice Turney,**  
Accounts Manager



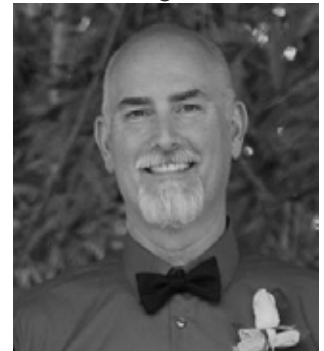
**Jodi Grayem,**  
Office Manager



**Ed Gonzales,**  
Consultant



**Luke Smith,**  
Consultant



**Ron Groenvald,**  
Consultant

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**Proposal**

## ENROLLMENT PROJECTIONS

This Demographics and Enrollment Projections provides a comprehensive enrollment analysis. The district-wide and school-specific enrollment projections are meant to serve as a planning tool to help with both long and short-term planning. Demographic Studies examine the factors that influence school enrollments, namely trends in demographics, birth rates and housing development.

The study is also used as a tool to identify certain facility planning requirements such as capacity utilization of existing facilities, planning for modernization or new construction and attendance boundary redistricting.

This study provides information based on the 2021/2022 District enrollments and programs, local planning policies and residential development. As these factors change and time lines are adjusted, the Demographic Study should be revised to reflect the most current information.

## METHODOLOGY

The enrollment projections for each school are generated using a State standard weighted cohort trend analysis. The basic projections are created by studying the individual geographic areas. Once the trends are analyzed for each area, the base projections are modified using the following procedures:

- ☐ **Neighborhood School Attendance Area Analysis:** Each school attendance boundary will be input into our GIS (Geographic Information Systems) Software. Students are counted in each of the attendance area boundaries based on their residential address and can be studied to view optimum and balanced utilizations. Attendance pattern maps for each individual boundary will analyze impacts of intra-district transfers from within the district boundary, as well as inter-district transfers from neighboring school districts.

- ☐ **Inter-district** student counts are not included in the base geographic trend analysis since these students reside outside of the District. Therefore, the current number of students-per-school and students-per-grade are added to the base projections.
- ☐ **Intra-district** students are those who transfer from one school to another. The number of students transferring into and out of each school are calculated and used to determine the difference between the projections for students living in each attendance area versus those that are projected to attend the school.
- ☐ **Cohort Trend Analysis:** The number of students living in the boundary are used to generate the cohort factors. The weighted average of the three (3) years is determined with the current year weighted 50%, the prior year 33.3% and the third year 16.7%. This gives the current trends more value in determining the projections. Those cohorts are then used to determine the students who will be residing in each attendance area for the following years.



- ❑ **Birth Rate Analysis:** Birth rates are used to project future kindergarten enrollment. It is assumed if the births indicate there was an increase of 4% one year, then there will be a corresponding 4% increase in the kindergarten class five (5) years later.
- ❑ **Housing Development and Yield Rate Study:** New housing development can have a significant impact on future facility and demographic planning. A complete analysis of all current and future new housing developments will be researched by working with city, county and other local municipalities. A student yield rate analysis will also be conducted using the most current Census data. New housing development rates and yield factors are compared to the historical impact of development and if the future projections exceed the historical values, the projections are augmented accordingly.
- ❑ **District Special Education and Alternative Programs:** The projections for special education students and alternative programs are created by assuming those programs typically serve a percentage of the total District population. Therefore, as the District grows or declines, the enrollment in those programs would increase or decrease accordingly.

- ❑ **Site Capacity and Utilization Analysis:** By reviewing current district loading standards and how many available classrooms are situated at each school site, we can determine which schools have room for growth, which schools are overcrowded or which school sites may need to be considered for boundary changes or grade level reconfiguration. The classroom counts may not represent the current classrooms being used, as there may be unused rooms on the school site. In some cases, there may be fewer classrooms counted than current teaching stations if some of the rooms being used were designed for other purposes but are currently being used as classrooms due to overcrowding. The purpose of the classroom count and capacity are to show what the school capacity should be if all teaching spaces are being used in accordance with the educational programs of the District.



## **OTHER AVAILABLE SERVICES**

### ONLINE SCHOOL BOUNDARY EXPLORER

Offered complimentary with a signed Demographics & Enrollment Projects proposal, the School Explorer is an interactive, online address search service. School Locator is linked directly to your website for easy accessibility and customized to blend with existing design. School Explorer also allows for multiple boundary layers to be added at anytime so if your district is going through a boundary change you have the ability to view both the current and proposed boundaries. We can also add Trustee Areas as an additional layer.



### UNLIMITED ON-CALL SERVICES

SchoolWorks, Inc. provides unlimited on-call services to all our clients. If you have questions about the number of students in a boundary, in a specific neighborhood, or within a certain radius, our staff is available on-call Monday through Friday 7am to 5pm to help answer those questions. We will make every attempt to answer within the same day.

### GIS FACILITIES PLANNING SOFTWARE

SchoolWorks utilizes our GIS (Geographic Information System) Facility Planning Software as the foundation to input and analyze the Demographic and Enrollment information provided by the District. GIS lets you capture, manage, display and analyze geographically all the data that's critical in planning for your future. This information is stored on our secured serve.

The SchoolWorks, Inc. GIS Facility Planning Software is available for purchase by the District, if requested. For more information on this powerful tool please contact a SchoolWorks, Inc. representative.

### HOURLY RATES

If you request a SchoolWorks Representative on various projects or committee meetings beyond the Statement of Work in this proposal, the District will be billed an hourly rate of \$185 per hour.

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**Fee Proposal**

### STATEMENT OF WORK

Schoolworks, Inc. is proposing a fixed fee for the basic services provided in this proposal. Optional services may be added. Changes in the scope of work can have impacts on the overall fee. If SchoolWorks, Inc. presence at meetings or additional services are requested beyond the scope of work, the District will be billed at \$185 per hour, plus travel time and expenses or issued a new contract for those specific services.

#### DEMOGRAPHICS & ENROLLMENT PROJECTIONS

- ☐ Geocode current student enrollment data October 2021
- ☐ Update and analyze student demographic trends
- ☐ Update six year district enrollment projections
- ☐ Update enrollment projections for each individual school
- ☐ Update classroom utilization analysis
- ☐ Update new housing impacts & yield rate study
- ☐ One Board presentation
- ☐ Interactive web based school attendance boundary locator (Complimentary)
- ☐ Unlimited on-call services

**Total Proposed Fee**

**\$6,000**

#### SCHOOL LOCATOR SERVICES

- ☐ If the District does not intend to update this study on a yearly basis, a maintenance agreement will be provided to continue using the interactive web based school attendance boundary locator of **\$850.00**.

### PROJECT TIMELINE

The proposed timeline for completion and delivery of the project is TWO (2) months from the time the Schoolworks, Inc. team is able to collect the appropriate information. A project RFI will be submitted to the District upon signing of this agreement. A schedule is intended to be a flexible timeline and will be adjusted accordingly, depending on coordination of schedules and efficient data collection. It is our goal to complete this project under the TWO (2) month window. The schedule is generated through a team effort involving District administration and SchoolWorks, Inc. Consultants.

A red rectangular button with a slight shadow, containing the word "Agreement" in white text.

**Agreement**



## PROFESSIONAL SERVICES AGREEMENT

### DEMOGRAPHICS & ENROLLMENT PROJECTIONS

**Hanford Elementary School District**

714 N. White Street  
Hanford, CA 93230  
TEL: 559.585.3600

and

**SchoolWorks, Inc.**

8700 Auburn Folsom Rd. #200  
Granite Bay, CA 95746  
TEL: 916.733.0402

THIS AGREEMENT, is made by and between SchoolWorks, Inc. (hereinafter referred to as "SCHOOLWORKS") and Hanford Elementary School District, (hereinafter referred to as "the DISTRICT")

WHEREAS, the DISTRICT is authorized to retain consulting services to assist the DISTRICT in updating demographics and enrollment projections.

#### **SCOPE OF SERVICES**

SCHOOLWORKS will provide the DISTRICT a Demographic Study and Enrollment Projections. The district-wide and school-specific enrollment projections are meant to serve as a planning tool to help with both long-and short-term planning. Demographic Studies examine the factors that influence school enrollments, namely trends in demographics, birth rates and housing development. It is also used as a tool to identify certain facility planning requirements such as capacity utilization of existing facilities, planning for modernization or new construction and attendance boundary redistricting. This study provides information based on the 2021/2022 District enrollments and programs, local planning policies and residential development

#### **AGREEMENT PERIOD**

The agreement period begins October 1, 2021, (the "Effective Date") and will automatically expire on September 30, 2022 (the "Expiration Date").

#### **OBLIGATIONS OF THE DISTRICT**

DISTRICT agrees that it's employees will cooperate with SCHOOLWORKS and be available for scheduled consultations and meetings at reasonable times.

DISTRICT shall provide data which is required or requested by SCHOOLWORKS. All data and records, including student information will remain confidential.

DISTRICT will assist SCHOOLWORKS in obtaining data from public municipalities or agencies or private citizen groups whenever such data is necessary for completion of the work outlined in this agreement.

## **CONFIDENTIALITY**

Student records obtained by SCHOOLWORKS, and/or its third parties from the DISTRICT continue to be the property and under the control of the DISTRICT. The procedures by which students may retain possession and control of their own student generated content will be determined and controlled by the DISTRICT, not by SCHOOLWORKS. The options by which a Student may transfer student-generated content to a personal account will be determined by the DISTRICT, not by SCHOOLWORKS. Representatives of the DISTRICT, not SCHOOLWORKS or its third parties, will work directly with parents, legal guardians, or eligible students to review personally identifiable information in the student's records and correct erroneous information. SCHOOLWORKS staff members or its third parties shall act to ensure the security and confidentiality of student records, including, but not limited to, designating and training experienced staff members to ensure the security and confidentiality of student records, by use of the following measures: SCHOOLWORKS staff members will periodically review and test the security and confidentiality of records stored in its computer systems and its related data drives, and make adjustments to security protocols as required. In the event of an unauthorized disclosure of a student's records, staff of SCHOOLWORKS and its third parties will assist the DISTRICT by providing any information provided in the unauthorized disclosure to the DISTRICT so that the DISTRICT can report the disclosure to the affected parent or student, and resolve the issue in a satisfactory manner. The DISTRICT, not SCHOOLWORKS will work with students who choose to retain possession of their student generated content or to transfer such content to a student's personal account. SCHOOLWORKS agrees to comply with all standards regarding the privacy of the student data provided by the DISTRICT, relating to "COPPA," "FERPA," and SOPIPA. In accordance with COPPA, FERPA and SOPIPA. SCHOOLWORKS will not use its site or services for other than its school district client's K-12 school purposes, and will use security protocols to secure DISTRICT data that is used in conducting certain studies and reports for or on behalf of the DISTRICT. SCHOOLWORKS will not use any personally identifiable information in student records to engage in targeted advertising. SCHOOLWORKS will not sell a student's information. SCHOOLWORKS will not use any personally identifiable information in student records to create a "student profile" for any purpose other than those required or specifically permitted by the Technology Services Agreement. SCHOOLWORKS and/or its third parties shall not disclose any personally identifiable information in student records, unless for legal, regulatory, judicial, safety, or operational improvement reasons, and must disclose student information: when required by law, for legitimate research purposes; or for school purposes to educational agencies authorized by the DISTRICT

## **TERMINATION**

It is understood and agreed that the DISTRICT may terminate this agreement without cause by giving SCHOOLWORKS written notice at least thirty (30) days before effective date of such termination. Required payments include payment for hours completed.

**COMPENSATION**

The full amount of **\$6,000** will be billed upon completion of the Study and submitted to the District for review. The amount is due within thirty (30) days of the date of the invoice. If SchoolWorks presence is requested at additional school board meetings or other committee meetings beyond the scope of work, the District will be billed at \$185 per hour, plus travel time and expenses.

The parties hereto have caused this agreement to be executed by their authorized representatives.

SchoolWorks, Inc.



Hanford Elementary School District

\_\_\_\_\_  
Signature

Kenneth R. Reynolds

\_\_\_\_\_  
Print Name

President

\_\_\_\_\_  
Title

May 7, 2021

\_\_\_\_\_  
Date

## HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Joy C. Gabler

FROM: David Endo

DATE: 12/06/2021

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

FOR: ☐ Information  
☒ Action

Date you wish to have your item considered: 12/15/2021

**ITEM:**

Consider adoption of Resolution# 11-22, which allows the District to apply for funding for the replacement of a diesel mower with an electric mower through the Clean Green Yard Machine Commercial Voucher 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 Clean Green Yard Machine Commercial Voucher Program. This program provides funding for the replacement of gas or diesel professional landscaping maintenance equipment with electric equipment. The District currently has a diesel mower that would qualify for replacement and could qualify for approximately \$25,000 toward a new electric mower.

**FISCAL IMPACT:**

There will be upfront costs associated with the purchase the electric mower with approximately 80% of the electric mower, battery and charger being reimbursed by the San Joaquin Air Pollution Control District. The funding amount is capped at \$15,000/electric mower with the battery and charger being fully reimbursed. The estimated total cost to the District is approximately \$20,000.

**RECOMMENDATIONS:**

Adopt Resolution# 11-22, which allows the District to apply for funding for the replacement of a diesel mower with an electric mower through the Clean Green Yard Machine Commercial Voucher Program administered by the San Joaquin Valley Air Pollution Control District.

**RESOLUTION# 11-22**  
**Hanford Elementary School District**  
**Clean Green Yard Machines Commercial Voucher 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**, the replacement of gas or diesel powered landscape maintenance equipment with electric landscape maintenance equipment improves air quality, 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 landscape maintenance equipment; and

**WHEREAS**, the Hanford Elementary School District Board authorizes the submittal of the applications for the Clean Green Yard Machines Commercial Voucher Program.

**NOW, THEREFORE, BE IT RESOLVED** that effective the 15<sup>th</sup> day of December, 2021 that the Hanford Elementary School District appoints Hanford Elementary School District Chief Business Official, David Endo the contract signing authority, as the duly authorized official to make financial decisions and the individual authorized to implement the Charge Up! Program.

**I HEREBY CERTIFY THAT THE FOREGOING RESOLUTION** was duly passed and adopted this 15<sup>th</sup> day of December, 2021.

Ayes:

Noes:

Absent:

\_\_\_\_\_  
 President

## HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Joy C. Gabler

FROM: David Endo

DATE: 12/06/2021

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

FOR: ☐ Information  
☒ Action

Date you wish to have your item considered: 12/15/2021

**ITEM:*****PUBLIC HEARING***

Consider adoption of Resolution #12-22, approval of the Facility Solutions Agreement between the Hanford Elementary School District and SitelogIQ for the purpose of construction, installation of energy efficiency measures on selected District sites.

**PURPOSE:**

The Resolution adopts the findings that it is in the best interest of the District to enter into the Facility Solutions Agreement for implementation of the energy-related improvements to the District's facilities and that the anticipated cost to the District for thermal or electrical energy or conservation services provided by the energy related improvements per the Facility Solutions Agreement will be less than the anticipated marginal cost to the District of thermal, electrical, or other energy that would have been consumed by the District in absence of purchasing the energy improvements. Specific improvements include the replacement of HVAC units at Simas Elementary.

**FISCAL IMPACT:**

The contract value is \$541,267.

**RECOMMENDATIONS:**

Adopt Resolution #12-22, approval of the Facility Solutions Agreement between the Hanford Elementary School District and SitelogIQ for the purpose of construction, installation of energy efficiency measures on selected District sites.

**RESOLUTION No. 12-22**  
**RESOLUTION OF THE GOVERNING BOARD OF THE**  
**HANFORD ELEMENTARY SCHOOL DISTRICT**

**REGARDING THE APPROVAL OF FINDINGS FOR GOVERNMENT CODE SECTION 4217, APPROVAL OF FACILITY SOLUTIONS AGREEMENT BETWEEN THE HANFORD ELEMENTARY SCHOOL DISTRICT "DISTRICT" AND SITELOGIQ FOR THE PURPOSE OF CONSTRUCTION, INSTALLATION OF ENERGY EFFICIENCY MEASURES ON SELECTED DISTRICT SITES,**

**WHEREAS**, the District Board of Trustees ("Board") has endorsed the goal of energy efficiency and directed staff to develop energy efficient practices for use at existing District sites, has conducted a request for qualifications selection process related to the development and implementation of energy related projects, and has selected SitelogIQ based on their qualifications and references as to be "Best Value"; and

**WHEREAS**, the District approved an agreement to enter into negotiations with SitelogIQ ("SIQ") and its associated entities which proposes an Energy Conservation project for the District to include energy efficiency improvements to the sites; and

**WHEREAS**, the Board has received and reviewed information and data presented by District staff demonstrating that the cost to the District for Supplier to provide conservation measures pursuant to the Agreement will be less than the anticipated benefits received by the District

**WHEREAS**, in order to maximize the cost savings from the energy project, the District desires to improve the building energy efficiency at specified school sites with conservation scope of work

**WHEREAS**, the Board of Trustees is authorized pursuant to Sections 4217.10 through 4217.18 of the California Government Code (the "Act") to enter into energy conservation contracts pursuant to which the District may acquire equipment and services to reduce energy use

**BE IT RESOLVED** that based on comments, staff reports and documentation reviewed by the Board, the Board makes the formal findings that the cost of the project will be offset by the anticipated savings; and

**BE IT FURTHER RESOLVED** by the Board of Trustees as follows:

Section 1. The Board of Trustees hereby finds, determines and declares as follows:

(a) The anticipated cost to the District for "Conservation Services" as defined in Section 4217.11(c) of the Act and as provided for by the SIQ Contract, the Lease and/or the Project will be less than the anticipated marginal cost to the District of energy that would have been consumed by the District in the absence of the Project.

(b) To the extent that the SIQ Contract and/or the Lease grant easements, rights-of-way, licenses, rights of access, or other rights in the real property of the District upon which the Project will be constructed and installed, the difference, if any, between the fair rental value of such rights and the portion of the rent under the Lease attributable to such rights, is anticipated to be offset by benefits provided to the District under the SIQ Contract and the Lease.

(c) Funds for the payment of amounts due under any Lease are projected to be available from funding which otherwise would have been used for the purchase of energy required by the District in the absence of the Project.

**BE IT FURTHER RESOLVED** that the Board hereby approves the Agreement

**BE IT FURTHER RESOLVED** that the District's Superintendent or his designee is authorized to take such actions and execute such agreements and documentation necessary to affect the intent of this Resolution.

PASSED AND ADOPTED by the Board of Trustees  
vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

I, \_\_\_\_\_ Superintendent/Secretary to the Governing Board of the "District", hereby certify that the foregoing is a full, true and correct copy of the Resolution adopted by the said Board of Trustees on this 15th day of December, 2021.

\_\_\_\_\_  
Secretary to the Governing Board



**GOVERNMENT CODE SECTION 4217**  
**FACILITY SOLUTIONS AGREEMENT**

by and between

Hanford Elementary School District

714 North White St.

Hanford, CA 93230-4029

and

SitelogIQ, Inc

CA Contractor License #:1054171

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Exhibit F	Certificate of Substantial / Final Completion and Acceptance

## **FACILITY SOLUTIONS AGREEMENT**

This FACILITY SOLUTIONS AGREEMENT (“Agreement”), dated as of December 15, 2021 (“Effective Date”), is by and between Hanford Elementary School District, a school district organized and existing under the laws of the State of California (“District”) and SitelogIQ, Inc., a Delaware corporation (“Contractor”) (each a “Party” and collectively, the “Parties”).

### **RECITALS**

WHEREAS, District desires to reduce energy consumption and operational expenses through the installation of energy conservation and technologies (“System”);

WHEREAS, California Government Code § 4217.10 et seq. authorizes Customers to enter into agreements, contracts and related documents with private sector entities for developing energy conservation projects upon Customer’s finding that the anticipated costs for such services provided under this Agreement, together with any financing costs, will be less than the anticipated marginal energy costs to Customer;

WHEREAS, District has assigned specific areas on school properties (each one, a “Site”) on which the energy conservation measures (each one, a "System") will be constructed;

WHEREAS, District desires to engage Contractor to install energy efficiency upgrades, design, supply and install selected and listed scope of work at each Site; and

WHEREAS, Contractor is a full-service energy services company with the technical capabilities to provide services to the District, including, but not limited to, energy and energy system auditing, engineering, design, procurement, construction management, installation, construction, financing, training, monitoring and verification, maintenance, operation, and repair.

NOW THEREFORE, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

## AGREEMENT

### 1. DEFINITIONS.

Unless otherwise required by the context in which any term appears: (a) capitalized terms used in this Agreement shall have the respective meanings set forth in Exhibit A; (b) the singular shall include the plural and vice versa; (c) the word “including” shall mean “including, without limitation,” (d) references to “Sections” and “Exhibits” shall be to sections and exhibits of this Agreement; (e) the words “herein”, “hereof” and “hereunder” shall refer to this Agreement as a whole and not to any particular section or subsection; and (f) references to this Agreement shall include a reference to all attached Exhibits, as the same may be amended, modified, supplemented or replaced from time to time.

### 2. CONTRACTOR CERTIFICATIONS

This Agreement includes the following contractor certifications, the forms of which are attached in Exhibit B, which must be completed by Contractor prior to commencement of the work on the Systems:

- 2.1. Fingerprinting/Criminal Background Investigation Certification (Exhibit B-1)
- 2.2. Drug-Free Workplace / Tobacco-Free Environment Certification (Exhibit B-2)
- 2.3. Asbestos & Other Hazardous Materials Certification (Exhibit B-5)

### 3. GENERAL

#### 3.1. Scope of Work

- (a) Contractor shall furnish to District energy efficiency upgrades and the engineering, design, procurement, construction management, installation, construction, monitoring, and commissioning of energy conservation systems (each one a "System") installed at various sites (collectively, the upgrades and Systems shall be referred to as the "Project").
- (b) Project will be executed as detailed in Exhibit C (“Work”).
- (c) Work shall be performed in accordance with this Agreement and Exhibits attached hereto.

#### 3.2. Contract Price

- (a) Contract Price. Subject to adjustments set forth in this Agreement, Contractor agrees to perform the Work for a total fixed price of **\$537,529** ("Contract Price"), including the following amounts detailed in Exhibit C:
  - (i) Payment of the Contract Price shall be made in compliance with the process described in Exhibit C.

### 3.3. Protective Measures.

- (a) Contractor shall be responsible for all injury or damage to individuals or property that may occur as a result of its fault or negligence, or that of its Subcontractors, in connection with the performance of the Work.
- (b) Contractor shall take all reasonably necessary precautions for the safety of its employees and any and all other individuals present on the Site where the System is located and prevent accidents or injury to individuals on, about, or adjacent to the premises where the Work is being performed.
- (c) Contractor shall keep the relevant part of the Site where the System is located and surrounding areas free from accumulation of waste materials or rubbish caused by the Work, and at the end of each Day that the Contractor performs the Work, Contractor shall remove any debris, store such debris in containers at its sole expense, and leave the Site in a clean and orderly condition. Upon Final Completion, Contractor shall remove from the relevant part of the Site where the System is located all waste materials, rubbish, debris, debris containers, tools, Equipment, machinery and surplus materials from the Site and leave the Site in a clean and orderly condition.
- (d) Contractor shall comply with the provisions of the California Education Code Section 45125.2 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees.

### 3.4. Prevailing Wage.

- (a) California Labor Code. Contractor shall comply with all applicable provisions of the California Labor Code, Division 2, Part 7, Chapter 1, Articles 1-5, including (without limitation) the payment of the general prevailing per diem wage rates for public work projects in excess of \$1,000. In addition, Contractor and each Subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, commencing with Section 1720, and including Sections 1735, 1777.5 and 1777.6 forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or Subcontractor.
- (b) Certified Payroll Records. This Project is subject to the requirements of Subchapter 4.5 of Chapter 8 of Title 8 of the California Code of Regulations. Contractor and all subcontractors must furnish certified payroll records to the Department of Industrial Relations' Compliance Monitoring Unit at least monthly, or within 10 days of any separate request by the Compliance Monitoring Unit, in the manner required by the Compliance Monitoring Unit.
- (c) Payment Withholding. Pursuant to 8 CCR 16463(e), the District may withhold contract payments when payroll records are delinquent or inadequate or as required by the Labor Commissioner. The amount withheld shall be limited to those payments due or estimated to be due to the Contractor or Subcontractor whose payroll records are delinquent or inadequate, plus any additional amount that the Labor Commissioner has reasonable cause to believe may be needed to cover a back wage and penalty assessment against the Contractor or Subcontractor whose payroll records are delinquent or inadequate; provided that the Contractor shall be required in turn to cease all payments to a Subcontractor whose payroll records are delinquent or inadequate until the Labor Commissioner provides notice that the Subcontractor has cured the delinquency or deficiency.
- (d) Site Access. Contractor shall provide site access to Department of Industrial Relations personnel upon request.
- (e) Prevailing Wage Notice. On each job site that is subject to compliance monitoring and enforcement by the Department of Industrial Relations, the Contractor shall post at appropriate,

conspicuous, weatherproof points at the site the Notice of Projects Subject to Requirements of Subchapter provided in Title 8, section 16451(d) of the California Code of Regulations.

- (f) Prevailing Rate Penalty. Contractor shall, as a penalty, forfeit not less than Two Hundred Dollars (\$200.00) to the District for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the Department of Industrial Relations for such work or craft in which such worker is employed for the Work by the Contractor or by any Subcontractor, of any tier, in connection with the Work. Pursuant to California Labor Code §1775, the difference between prevailing wage rates and the amount paid to each worker each calendar day, or portion thereof, for which each worker paid less than the prevailing wage rate, shall be paid to each worker by Contractor.
- (g) Davis-Bacon Act. Because the Work under this Agreement is financed partially with federal funds to the extent required by such financing, Contractor shall also comply with all applicable provisions of the Davis-Bacon Act (40 U.S.C. 3141-48). Specifically those provisions found at Title 29 CFR 5.5 requiring Contractor to pay the laborers and mechanics employed on the Project, on a weekly basis, no less than the wages and benefits that are prevailing in the area as determined by the Secretary of Labor.

### 3.5. Insurance.

- (a) Contractor and District, at their own expense, shall procure or cause to be procured and maintain or cause to be maintained in full force and effect at all times commencing no later than commencement of the Work at the Site and until Final Completion, all insurance coverage specified in Exhibit E.
- (b) District and any lenders to the District and Contractor shall be added as additional insureds under the commercial general liability, automobile liability and umbrella/ excess liability insurance procured and maintained by Contractor in connection with the Work. Contractor shall not add District or any lender as additional insureds under its worker's compensation insurance policy.
- (c) Each Party shall furnish current certificates indicating that the insurance required under this Agreement is being maintained. Each Party's certificate shall contain a provision whereby the insurer agrees to give the other Party thirty (30) days (or ten (10) days in the event of failure to pay premiums) written notice before the insurance is cancelled.

### 3.6. Performance of the Work.

- (a) Contractor agrees to use, and agrees that it shall require each of its Subcontractors to use, only personnel who are qualified and properly trained and who possess every license, permit, registration, certificate or other approval required by Applicable Law or any Governmental Authority to enable such Persons to perform their Work involving any part of Contractor's obligations under this Agreement.
- (b) Contractor agrees that all materials and Equipment to be supplied or used by Contractor or its Subcontractors in the performance of its obligations under this Agreement shall be new (if being incorporated into the System) or in good operating condition (if not being incorporated into the System) and fit for the use(s) for which they are employed by Contractor or its Subcontractors. Such materials and Equipment shall at all times be maintained, inspected and operated pursuant to Industry Standards and as required by Applicable Law. Contractor further agrees that all licenses, permits, registrations and certificates or other approvals required by Applicable Law or



any Governmental Authority will be procured and maintained for such materials and Equipment at all times during the use of the same by Contractor or its Subcontractors in the performance of any of Contractor's obligations under this Agreement.

### 3.7. Hazardous Materials.

- (a) Contractor hereby specifically agrees to indemnify, defend and hold District, their present and future Board members, administrators, employees, agents, representatives, successors and assigns harmless from and against any and all losses, liabilities, claims, demands, damages, causes of action, fines, penalties, costs and expenses (including, but not limited to, all reasonable consulting, engineering, attorneys' or other professional fees), that they may incur or suffer by reason of:
  - (i) any release of a Hazardous Material brought on to the Site by Contractor, or any pre-existing Hazardous Materials that, through Contractor's sole negligence, are released or disturbed at the Site;
  - (ii) any enforcement or compliance proceeding commenced by or in the name of any Governmental Authority because of an alleged, threatened or actual violation of any Applicable Law by Contractor; and
  - (iii) any action reasonably necessary to abate, remediate or prevent a violation or threatened violation of any Applicable Law by Contractor.
- (b) District hereby specifically agrees to indemnify, defend and hold Contractor, its present and future direct or indirect parents, subsidiaries, affiliates, divisions, and their respective directors, officers, employees, shareholders, agents, representatives, successors and assigns harmless from and against any and all losses, liabilities, claims, demands, damages, causes of action, fines, penalties, costs and expenses (including, but not limited to, all reasonable consulting, engineering, attorneys' or other professional fees), that they may incur or suffer by reason of:
  - (i) any release of a Hazardous Material brought on to the Site by District, District Representative, or Third Party and any pre-existing Hazardous Material except pre-existing Hazardous Material released or disturbed at the Site through Contractor's negligence;
  - (ii) any enforcement or compliance proceeding commenced by or in the name of any Governmental Authority because of an alleged, threatened or actual violation of any Applicable Law by District or District Representative; and
  - (iii) any action reasonably necessary to abate, remediate or prevent a violation or threatened violation of any Applicable Law by District or District Representative.

### 3.8. Suspension of the Work.

- (a) If Contractor does not receive payment of any undisputed invoices submitted in accordance with Section 4.2, Contractor shall have the right, upon not less than fifteen (15) days written notice, to suspend the Work under this Agreement. Contractor shall be entitled to compensation for all undisputed amounts under this Agreement. If District issues full payment of the undisputed invoice within fifteen (15) days of written notice of intention to suspend, the notice of intention to suspend shall have no further force or effect and Contractor shall continue to perform the services hereunder as if the notice of intention to suspend had not been given. In the event of any such suspension, Contractor shall be entitled to request (i) an extension of the deadlines of this Agreement for the same period of the suspension, and (ii) the reimbursement of the additional

costs and expenses, if any, reasonably incurred and substantiated by Contractor (provided Contractor undertakes reasonable efforts to mitigate such costs and expenses) in protecting, securing or insuring the Work, the delay resulting from such suspension, and in resumption of the Work. If a suspension of the Work under this Section 3.10(a) continues for more than two (2) months, Contractor shall be entitled to, at its sole discretion, terminate this Agreement.

- (b) District may suspend the Work temporarily at its discretion. In the event of any such suspension, Contractor shall be entitled to request (i) an extension of the deadlines of this Agreement for the same period of the suspension, and (ii) the reimbursement of the additional costs and expenses, if any, reasonably incurred and substantiated by Contractor (provided Contractor undertakes reasonable efforts to mitigate such costs and expenses) in protecting, securing or insuring the Work, the delay resulting from such suspension, and in resumption of the Work. If a suspension of the Work under this Section 3.10(b) continues for more than six (6) months, Contractor shall be entitled, at its sole discretion, to terminate this Agreement.
- (c) In the event that the Work is totally or partially suspended, the Party that has caused the suspension (whether by reason of an act, omission or default) shall bear all the damages, costs and expenses caused by the suspension. If the suspension is not due to an act, omission or default of any of the Parties, and such delay falls under the definition of an Excusable Delay, then the deadlines of this Agreement will be extended for the same period of the suspension, or for such other period that the Parties deem reasonable in view of the circumstances, and District shall assume any costs arising under the effects of the suspension on the obligations of the Parties under this Agreement.
- (d) After the resumption of the performance of the Work, Contractor shall, after due notice to District, examine the Work affected by the suspension. Contractor shall make good any defect, deterioration or loss of the construction or the Work affected that may have occurred during the suspension period. Costs properly incurred by Contractor (including but not limited to demobilization and mobilization costs, insurance fees, and repair cost) shall be added to the Price, so long as the suspension did not arise due to any act, omission or default on the part of Contractor.

### 3.85 LIQUIDATED DAMAGES.

It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the Contractor will pay the Owner the sum of one hundred dollars (\$250) per calendar day for each and every day of delay beyond the Contract Time set forth in Exhibit C of this Agreement as liquidated damages and not as a penalty or forfeiture. In the event Liquidated Damages are not paid, the Contractor further agrees that the Owner may deduct such amount thereof from any money due or that may become due the Contractor under the Contract. This Section shall not be construed as preventing the Owner from the recovery of damages (actual or other) under the Contract Documents.

### 3.9. Taxes.

The Price includes (and Contractor assumes exclusive liability for and shall pay before delinquency) all federal, state or local sales, use, value added, excise and other taxes, charges or contributions imposed on, or with respect to all Equipment and Contractor's services contemplated by this Agreement, provided that District shall pay and have exclusive liability with respect to any taxes payable with respect to District's income. Contractor shall hold harmless, indemnify and defend District, together with any and all its governing board, administrators, agents and employees from any liability, penalty, interest and expense by reason of Contractor's failure to pay such taxes, charges or contributions. Contractor and District shall cooperate with each other to minimize the tax liability of both Parties to the extent legally permissible.

### 3.10. Liens.

Contractor warrants good title, free and clear of all liens, claims, charges, security interests, and encumbrances whatsoever, to all Equipment and other items furnished by it or any of its Subcontractors that become part of the System to the extent payment therefore has been received by Contractor from District.

3.11. Compliance with Applicable Laws.

- (a) Contractor specifically agrees that it shall at all times fully comply with Applicable Laws and that it shall perform the Work in accordance with the Applicable Laws. Notwithstanding the foregoing, Contractor's responsibility for any environmental liabilities shall be governed by Section 3.9.
- (b) District specifically agrees that in the performance of its obligations under this Agreement it shall at all times fully comply with Applicable Laws.

3.12. Environmental Attributes, Incentives, and Energy Credits.

- (a) District shall own, and may assign or sell in its sole discretion, all rights, title, and interest associated with or resulting from the development, construction, installation and ownership of the System or the production, sale, purchase or use of the energy output including, without limitation:
  - (i) All Environmental Incentives arising from the Environmental Attributes associated with the System;
  - (ii) The reporting rights and exclusive rights to claim that: (i) the energy output was generated by the System (except as stated in paragraph (a)), (ii) District is responsible for the reductions in emissions of pollution and greenhouse gases resulting from the System, (iii) Contractor is entitled to all credits, certificates, registrations, etc., evidencing or representing any of the foregoing;
  - (iii) All carbon reduction tonnage as defined under the Climate Action Reserve or similar definition as enacted by the State of California or the U.S. Federal Government ("Carbon Credits");
  - (iv) All "renewable energy credits" (as such term is defined in Section 399.12(h)(2) of the California Public Utilities Code);
  - (v) All Environmental Incentives hereafter enacted into law, whether under federal, state or local law, arising from the Environmental Attributes of the System or the energy output or production, sale, purchase, consumption or use of the energy output from the System, expressly excluding, however, any future Environmental Incentives that are or may be dependent on ownership of the System for federal tax purposes.
- (b) The Carbon Credits, renewable energy credits, grants and future Environmental Incentives as described herein shall be referred to collectively as "Energy Credits". The District may assign, sell, transfer or otherwise convey all or any part of its right, title, and interest in and to the Energy Credits from time to time as it may determine to be in its best interest.

3.13. Subcontractors.

Contractor shall at all times be responsible for the acts and omissions of Subcontractors. Contractor shall be responsible for performance of all the Work, whether performed by Contractor or its Subcontractors. District shall not undertake any obligation to pay or to be responsible for the payment of any sums to any Subcontractor. The District shall have no responsibility for settling Subcontractor claims or disputes.

### 3.14. Performance & Payment Bonds.

See Exhibit C for bonding requirements.

### 3.15. Title; Risk of Loss.

- (a) From Effective Date and until the date of Substantial Completion for the, and subject to Sections 3.17(b) and 3.17(c), Contractor assumes risk of loss and full responsibility for the cost of replacing or repairing any damage to the System and all damages to and defects in materials, Equipment, supplies and maintenance equipment (including temporary materials, equipment and supplies) that are purchased by Contractor for permanent installation in or for use during construction of the System.
- (b) District shall bear the risk of loss and full responsibility with respect of the System from and after the date of Substantial Completion of the Work.
- (c) Notwithstanding anything herein to the contrary, District shall bear the risk of loss and full responsibility for the cost of replacing or repairing any damage to that portion of the System applicable to the Scope of Work and all materials, Equipment, supplies and maintenance equipment (including temporary materials, equipment and supplies) that are purchased by Contractor or District for permanent installation in or for use during construction of the System to the extent caused by the negligent, grossly negligent or willful acts of District or its agents, employees or representatives.
- (d) Title to all materials, Equipment, supplies and maintenance equipment required by this Agreement, to be purchased by Contractor for permanent installation as part of the System or for use by District or Project Owner in the operation of that portion of the shall pass to the District upon the achievement of Substantial Completion of the Work.

## 4. PRICE AND PAYMENT

### 4.1. Contract Price.

- (a) The Price is firm and fixed and includes all expenses to be incurred by Contractor including, but not limited to, Equipment and materials, erection, commissioning, inclusive of cost of travel and lodging expenses, Applicable Permits (other than the District Permits) and taxes, related to Contractor's performance of its obligations under this Agreement.
- (b) Any Changes to the System or Work above and beyond code requirements and Industry Standards requested by the District shall be resolved through a Change Order to this Agreement.
- (c) Any additional Work not otherwise specified in Exhibit C shall be resolved through a Change Order to this Agreement.
- (d) District and Contractor may mutually agree to reduce portions of the Work to offset the Change Order request to comply with District budget limits.
- (e) The Price shall only be changed by Change Order approved by Contractor and District.

### 4.2. Payment.

- (a) Subject to Section 4.2(e), District shall pay to Contractor the progress payments set forth in Exhibit C when Contractor has completed the Work associated with such payment. Contractor must submit documentation at the time of invoicing for related progress payments.
- (b) District shall pay one hundred percent (100%) of each progress payment when such payment is due.
- (c) Payments will be made by District within fifteen (15) calendar days of receipt of the Contractor invoices. Notwithstanding the immediately preceding sentence, District shall pay one hundred percent (100%) of the Contract Approval Date payment set forth in Exhibit C prior to Commencement of Work. Invoices shall include any partial Lien releases and any other supporting documentation that District may reasonably request. District shall notify Contractor of any missing documentation within five (5) Business Days of receipt of invoice.
- (d) The following minimum content will be contained in, or delivered together with, any payment request from Contractor to District:
  - (i) Contractor address, phone number, and fax
  - (ii) Contractor invoice number and date
  - (iii) Project Site address(es)
  - (iv) Description of completed milestones since the immediately preceding payment request
  - (v) Total invoice amount
  - (vi) "Remit to" details (for wire transfer)
  - (vii) Lien waivers from major Subcontractors (>5% of Price)
  - (viii) Signature of authorized representative of Contractor, certifying as to the accuracy of the payment request.
- (e) Overdue payment obligations of District hereunder shall bear interest from the date due until the date paid at a rate per annum equal to the rate published by the *Wall Street Journal* as the "prime rate" on the date on which such interest begins to accrue plus two percent (2%).
- (f) District may withhold or, on account of subsequently discovered evidence, nullify and require repayment of the whole or part of any payment to the extent necessary to protect District from loss, including costs and actual attorneys' fees, on account of (1) any breach of this Agreement by Contractor; (2) claims filed or reasonable evidence indicating probable filing of claims; (3) failure of Contractor to make payments properly to its Subcontractors or for material, labor or fringe benefits; (4) a reasonable doubt that the Work to be completed as a condition to a payment has properly been completed; (5) penalties assessed against District for failure of Contractor to comply with state, federal or local laws and regulations; or (6) any other ground for withholding payment allowed by state or federal law, or as otherwise provided in this Agreement. When the above matters are rectified, such amounts as then due and owing shall be paid or credited to Contractor.

## 5. COMMENCEMENT & COMPLETION

### 5.1. Commencement and Substantial Completion.

- (a) Contractor shall perform the Work as soon as practicable following the receipt of Contract Approval Date payment.
- (b) The Contractor shall achieve Substantial Completion as set forth in Exhibit C. Contractor may claim a justified extension of the Substantial Completion Date if it is or will be delayed in completing the Work for one or more of the following causes:
  - (i) Unanticipated Conditions which directly affect the Project Milestones;
  - (ii) Changes in the design, scope, or schedule of the Project required by the District;
  - (iii) Breach of this Agreement by District;
  - (iv) Suspension of the Work pursuant to Section 3.10; or
  - (v) Force Majeure Event.
- (c) The following are conditions precedent to Substantial Completion:
  - (i) the System is mechanically, electrically, and structurally constructed in accordance with the requirements of this Agreement, the Work and Industry Standards, except for non-critical punchlist items that do not affect operations;
  - (ii) District and Contractor shall have agreed on the punchlist items. For clarity purposes, the punchlist shall include final as-built drawings, operation and maintenance manuals, operation and maintenance training, and final lien waivers; and
  - (iii) all necessary documents have been submitted to the local public utility and all Work has been completed to the extent necessary for the local utility to issue a permission to operate.
- (d) When Contractor believes it has achieved Substantial Completion, Contractor shall provide notice to District containing sufficient detail to enable District to determine that Contractor has complied fully with the requirements of Section 5.1(c). Within five (5) days after receipt of such notice, District shall either issue to Contractor the Certificate of Substantial Completion in a form similar to Exhibit F, or, if reasonable cause exists for doing so, advise Contractor by notice (stating the reasons therefore) that Substantial Completion has not been achieved. In the event District determines that Substantial Completion has not been achieved in accordance with the conditions precedent in Section 5.1(c), Contractor shall promptly take such action or perform such Work as is required to achieve Substantial Completion and shall thereupon issue to District another notice as set forth above. This procedure shall be repeated until such time as District has acknowledged Substantial Completion subject to Section 5.1(f).
- (e) All punchlist items shall be completed no later than sixty (60) Business Days after Substantial Completion Date unless otherwise delayed by the local utility. Failure of Contractor to fulfill this obligation shall entitle District to complete the pending works on its own. District shall issue final payment to Contractor minus the cost to complete remaining or incomplete punchlist items.
- (f) Any dispute between District and Contractor with respect to the projected achievement of Substantial Completion as contemplated by this Section 5.1(c) shall be resolved in accordance with Section 8.5(b).

## 5.2. Final Completion.

- (a) Final Completion of the System shall be deemed to have occurred only if:
- (i) all punchlist items contemplated in Section 5.1(c)(iii) have been completed or waived;
  - (ii) all manuals, drawings and other documents expressly required to be delivered by Contractor hereunder have been delivered to District;
  - (iii) on-site operation and maintenance training as required has occurred;
  - (iv) all final Lien waivers have been obtained;
  - (v) a Certificate of Final Completion in a form similar to Exhibit F is duly signed by District's Representative and the Contractor's Representative; and
  - (vi) the local utility has provided a permission to operate.
- (b) Upon Final Completion, Contractor shall submit to District a Certificate of Final Completion in a form similar to Exhibit F certifying that all of the foregoing conditions have been satisfied. District shall, within five (5) Business Days after the receipt by District of such written certificate, shall execute an acknowledgment of such certificate if Contractor has achieved Final Completion or provide written notice of Contractor's failure to achieve Final Completion. Contractor shall promptly take such action or perform such Work as is required to achieve Final Completion and shall thereupon issue to District another notice as set forth above. This procedure shall be repeated until such time as District has acknowledged Final Completion subject to Section 5.2(c).
- (c) Any dispute between District and Contractor with respect to the projected achievement of Final Completion as contemplated by this Section 5.2(a) shall be resolved in accordance with Section 8.5(b).

### 5.3. Inspection.

All Work performed by Contractor and all Equipment shall be subject to inspection by District, but such right of inspection of the Work or Equipment shall not relieve Contractor of responsibility for the proper performance of the Work or Equipment to the extent provided under this Agreement. Contractor shall provide to District or District's designee access to Contractor's facility or facilities where the Work is being performed during business hours, and subject to compliance with Site safety rules and policies. District shall ensure that the inspections do not affect the normal performance of this Agreement unless Work is not in compliance with this Agreement.

## 6. REPRESENTATIONS & WARRANTIES

### 6.1. Representations and Warranties of Contractor. Contractor represents and warrants to District that:

- (a) Contractor is a California corporation, duly organized, validly existing, and in good standing under the laws of the State of California, and has full power to engage in the business it presently conducts and contemplates conducting, and is and will be duly licensed or qualified and in good standing under the laws of the State of California and in each other jurisdiction wherein the nature of the business transacted by it makes such licensing or qualification necessary and where the failure to be licensed or qualified would have a material adverse effect on its ability to perform its obligations hereunder.
- (b) Contractor has (either directly or through a Subcontractor) all the required authority, ability, skills, experience and capacity necessary to perform and shall diligently perform the Work in a timely and professional manner, utilizing sound procurement principles, project management

procedures, construction procedures and supervisory procedures, all in accordance with Industry Standards. Contractor has (either directly or through a Subcontractor) the experience and skills necessary to determine, and Contractor has reasonably determined, that Contractor can perform the Work for the Price.

- (c) The execution, delivery and performance by Contractor of this Agreement will not (i) violate or conflict with any covenant, agreement or understanding to which it is a party or by which it or any of its properties or assets is bound or affected, or its organizational documents or (ii) subject the System or any component part thereof to any lien other than as contemplated or permitted by this Agreement.
- (d) There are no undisclosed actions, suits, proceedings, patent or license infringements or investigations pending or, to Contractor's knowledge, threatened against it before any court or arbitrator that individually or in the aggregate could result in any materially adverse effect on the business, properties or assets or the condition, financial or otherwise, of Contractor or in any impairment of its ability to perform its obligations under this Agreement.
- (e) All goods, services, equipment, parts, and materials furnished in connection with the Work related to the System are new, unused and undamaged at the time of delivery to the Site.
- (f) The individual executing this Agreement on behalf of Contractor is duly authorized to execute and deliver this Agreement on behalf of Contractor and this Agreement is binding upon Contractor in accordance with its terms.

6.2. Representations and Warranties of District. District represents and warrants to Contractor that:

- (a) District is a California public school district, duly organized, validly existing, and in good standing under the laws of the State of California, and has full legal capacity and standing to pursue its purpose (including the capacity to dispose of and encumber all of its assets) and full power to engage in the business it presently conducts and contemplates conducting.
- (b) The execution, delivery and performance by District of this Agreement will not (i) violate or conflict with any covenant, agreement or understanding to which it is a party or by which it or any of its properties or assets is bound or affected, or its organizational documents or (ii) subject the System or any component part thereof or the Site or any portion thereof to any lien other than as contemplated or permitted by this Agreement.
- (c) There are no undisclosed actions, suits, proceedings, patent or license infringements or investigations pending or, to District's knowledge, threatened against it before any court or arbitrator that individually or in the aggregate could result in any materially adverse effect on the business, properties or assets or the condition, financial or otherwise, of District or in any impairment of its ability to perform its obligations under this Agreement.
- (d) District will exercise commercially reasonable efforts to procure funding for the Project within 365 days of the Effective Date.
- (e) District has proof of funds, to the satisfaction of the Contractor, that are necessary from time to time to pay Contractor the Price in accordance with the terms of this Agreement.
- (f) The individual executing this Agreement on behalf of District is duly authorized to execute and deliver this Agreement on behalf of District and this Agreement is binding upon District in accordance with its terms.



## 7. BREACH & TERMINATION

### 7.1. Termination by District:

- (a) Contractor agrees that District shall be entitled to terminate this Agreement upon the occurrence of any of the following circumstances:
  - (i) Except as otherwise permitted under this Agreement, Contractor abandons the entire Work for more than one hundred twenty (120) days or fails to commence the Work within one-hundred and eighty (180) days after receiving the Contract Date payment, and after expiration of said period fails to commence or continue performance of the Work within ten (10) business days of Contractor's written notice from District to commence or continue performance of the Work;
  - (ii) Contractor commits a material breach of this Agreement, and Contractor does not commence the cure of said breach and thereafter diligent pursuant to completion the cure of said breach, within thirty (30) days following Contractor's receipt of written notice thereof from District, or
  - (iii) Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency, or it becomes the subject of any proceeding commenced under any federal or state insolvency statute or law for the relief of debtors.
- (b) Upon the occurrence of any of the foregoing, District may instruct Contractor to discontinue all or any part of the Work, and Contractor shall thereupon discontinue the Work of such parts thereof. District shall thereupon have the right to continue and complete the Work or any part thereof, by contract or otherwise.
- (c) Upon exercising commercially reasonable efforts, District shall be entitled to terminate this Agreement if it is unable to procure funding for the Project within 365 days of the Effective Date. Upon this occurrence, District shall have no further obligation to Contractor.
- (d) If District elects to terminate this Agreement for any reason other than provided herein, District shall reimburse Contractor for all expenses incurred prior to termination, including but not limited to development and engineering cost prior to the Effective Date.
- (e) If any covenant, condition or restriction upon the Site prohibits the installation of the System at the Site, District has the right to terminate this Agreement. Upon such termination, District shall pay to Contractor for all services rendered up to and including the date of termination; plus all costs incurred with respect to equipment or materials ordered (which order cannot be refunded, terminated or such costs otherwise recovered by Contractor) prior to the date of termination; plus, if applicable, amounts payable to Subcontractors arising from costs or expenses reasonably incurred by such Subcontractor and directly resulting from such termination; plus, if applicable, costs incurred by Contractor in demobilizing its work force from Site; plus all engineering and development cost incurred by Contractor prior to the Effective Date.

### 7.2. Termination by Contractor.

- (a) Without limiting the provisions of Section 8.5, District agrees that upon the occurrence of any of the following, District shall reimburse Contractor for all expenses incurred prior to termination, including but not limited to development and engineering cost incurred prior to the Effective Date:
- (b) If District makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency, or it becomes the subject of any proceeding commenced under any federal or state insolvency statute or law for the relief of debtors.
- (c) If District fails to make any payment to Contractor hereunder when due, which failure remains uncured for twenty (20) days following District's receipt of written notice thereof from Contractor, the District shall be in breach and Contractor shall have all rights and remedies that may be available under Applicable Law against District with respect thereto, including without limitation the right to suspend performance of the Work or terminate this Agreement as set forth in Section 3.10.

7.3. Indemnity.

- (a) Contractor shall fully indemnify, save harmless and defend District from and against any and all costs, claims, and expenses incurred by District and their successors, assigns, governing board members, administrators, managers, employees, agents, affiliates and partners in connection with or arising from any claim by a third party for physical damage to or physical destruction of property, or death of or bodily injury to any person (other than Affiliates of District) arising from or relating to Contractor's performance of its obligations under this Agreement, but only to the extent caused by (a) the negligence, gross negligence or willful misconduct of Contractor or its Subcontractors, agents or employees or others under Contractor's control or (b) a breach by Contractor of its obligations hereunder.
- (b) District shall fully indemnify, save harmless and defend Contractor and its successors, assigns, officers, directors, members, managers, employees, agents, affiliates and partners in connection with or arising from any claim by a third party for physical damage to or physical destruction of property, or death of or bodily injury to any person (other than Affiliates of Contractor or Subcontractors) arising from or relating to this Agreement, but only to the extent caused by (a) the negligence, gross negligence or willful misconduct of District or its agents or employees or others under District's control or (b) a breach by District of its obligations hereunder.
- (c) Each Party shall indemnify, defend and hold the other Party, and its present and future governing board members, administrators, direct and indirect parents, subsidiaries and Affiliates and their directors, officers, shareholders, employees, agents and representatives harmless from and against any and all claims, actions, suits, proceedings, losses, liabilities, penalties, damages, costs or expenses (including attorneys' fees and disbursements) of any kind whatsoever arising from (a) actual or alleged infringement or misappropriation by such Party (or in the case of Contractor, any Subcontractor) of any patent, copyright, trade secret, trademark, service mark, trade name, or other intellectual property right in connection with the System, including without limitation, any deliverable, (b) such Party's (and in the case of Contractor, any Subcontractor's) violation of any third-party license to use intellectual property in connection with the Work, including, without limitation, any deliverable. District shall indemnify, defend and hold Contractor and its present and future direct and indirect parents, subsidiaries and Affiliates and their directors, officers, shareholders, employees, agents and representatives harmless from against any and all claims, actions, suits, proceedings, losses, liabilities, penalties, damages, costs or expenses (including attorneys' fees and disbursements) of any kind whatsoever arising from the challenge to the procedures under which this Agreement was approved by the District. Notwithstanding the foregoing, the indemnification obligations of Contractor set forth in this Section 7.3(c) shall not apply when the claim of infringement arises from a particular design, process or product of a

particular manufacturer or manufacturers that Contractor is directed by District to use in connection with the Contract Documents, unless the Contractor has reason to believe there is an infringement of such intellectual property right.

- (d) If any claim is brought against a Party (the “Indemnified Party”) that gives rise to a potential indemnity claim under this Section 7.3, then the Indemnified Party shall give written notice of said claim to the other Party (the “Indemnifying Party”). Upon receipt of written notice of the claim, the Indemnifying Party shall be entitled to participate in, and, unless in the opinion of counsel for the Indemnifying Party a conflict of interest between the Parties may exist with respect to such claim, assume the defense of such claim, with counsel reasonably acceptable to the Indemnified Party. Where the Indemnifying Party has elected not to assume the defense of a claim that gives rise to a potential indemnity claim under this Section 7.3, the Indemnifying Party shall reimburse the Indemnified Party for its reasonable and necessary defense expenses to the extent said claim is adjudged to be covered under the indemnity obligations. Even if the Indemnifying Party assumes the defense of the Indemnified Party with acceptable counsel, the Indemnified Party, at its sole option, may participate in the defense, at its own expense, with counsel of its own choice without relieving the Indemnifying Party of any of its obligations hereunder.

#### 7.4. Limitations of Liability.

- (a) No Consequential Damages. IN NO CIRCUMSTANCES SHALL THE CONTRACTOR OR DISTRICT OR ANY OF THEIR RESPECTIVE OFFICERS, MEMBERS OR EMPLOYEES BE LIABLE FOR PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY NATURE INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS OR REVENUES OR THE LOSS OF USE OF SUCH PROFITS OR REVENUE, LOSS BY REASON OF PLANT SHUTDOWN OR INABILITY TO OPERATE AT RATED CAPACITY, COSTS OF REPLACEMENT POWER OR CAPITAL, DEBT SERVICE FEES OR PENALTIES, INVENTORY OR USE CHARGES, DAMAGES TO REPUTATION, DAMAGES FOR LOST OPPORTUNITIES, REGARDLESS OF WHETHER SAID CLAIM IS BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS ON PARTIES’ LIABILITY FOR CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES IN THIS SECTION 7.4(a) SHALL NOT APPLY TO THE PARTIES’ RESPECTIVE INDEMNITY OBLIGATIONS AS SET FORTH IN THIS AGREEMENT FOR SUCH DAMAGES WHEN SUCH DAMAGES ARE SOUGHT BY THIRD PARTIES.
- (b) Maximum Liability. Whether an action or claim is based on warranty, contract, tort or otherwise, under no circumstance shall (i) Customer’s total liability arising out of or related to this Agreement exceed the minimum Insurance Limits as defined in Exhibit E of this Agreement, and (ii) Contractor’s total liability arising out of or related to this Agreement exceed the Insurance Limits as defined in Exhibit E of this Agreement

### 8. MISCELLANEOUS

#### 8.1. Representatives.

- (a) District Representative. District designates, and Contractor agrees to accept, Joy C. Gabler, Superintendent, as District Representative for all matters relating to Contractor’s performance of the Work. The actions taken by District Representative regarding such performance shall be

deemed the acts of District and shall be fully binding for District. District may, upon written notice to Contractor, pursuant to Section 8.6 hereof, change the designated District Representative.

- (b) Contractor Representative. Contractor designates, and District agrees to accept, Kecia Davison as Contractor Representative for all matters relating to Contractor's performance under this Agreement. The actions taken by Contractor Representative shall be deemed the acts of Contractor and shall be fully binding for Contractor. Contractor may, upon written notice to District, pursuant to Section 8.6 hereof, change the designated Contractor Representative.
- (c) Power of Representatives. The Parties shall vest their Representatives with sufficient powers to enable them to assume the obligations and exercise the rights of Contractor or District, as applicable, under this Agreement.
- (d) Notices to Representative. Notwithstanding Sections 8.1(a) and 8.1(b), all amendments, Change Orders, notices and other communications between Contractor and District contemplated herein shall be delivered in writing and otherwise in accordance with Section 8.6.

## 8.2. Ownership of Plans, Data, Reports and Material.

- (a) Subject to Sections 8.2(c), Contract Documents developed by Contractor under this Agreement shall become the property of District when prepared and shall be delivered to District upon completion of the Work; provided that nothing in the foregoing shall impair, alter or otherwise affect Contractor's proprietary rights in its patents, products or other intellectual property.
- (b) Any additional inventions or intellectual property created during performance of this Agreement shall be owned by Contractor.
- (c) Contractor further agrees to grant and hereby grants to District an irrevocable, non-exclusive, royalty-free license under all patents, copyrights and other proprietary information of Contractor related to the Work now or hereafter owned or controlled by Contractor to the extent reasonably necessary for the operation, maintenance or repair of the System or any subsystem or component thereof designed, specified, or constructed by Contractor under this Agreement. No other license in such patents and proprietary information is granted pursuant to this Agreement.

## 8.3. Governing Law.

The formation, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event of any Dispute that is not resolved pursuant to Section 8.5, the Parties hereto agree to submit to the jurisdiction of any court of competent jurisdiction within Kings County, California and shall comply with all requirements necessary to give such court jurisdiction.

#### 8.4. Force Majeure.

Contractor shall promptly notify District in writing of any delay or anticipated delay in Contractor's performance of this Agreement due to a Force Majeure Event, and the reason for and anticipated length of the delay. Contractor shall deliver such notice as soon as reasonably practicable, but in any event within forty-eight (48) hours of Contractor's becoming aware of such delay. Contractor shall be excused for any delays or defaults in the performance of its obligations under this Agreement that are the result of a Force Majeure Event. Contractor shall be entitled to a reasonable extension of time for delays due to a Force Majeure Event; provided that any Work done or materials furnished by Contractor in restoring or rebuilding the System will be paid for by District as an approved Change Order pursuant to Section 3.5.

#### 8.5. Dispute Resolution.

- (a) Good faith negotiations. In the event that any question, dispute, difference or claim arises out of or in connection with this Agreement, including any question regarding its existence, validity, performance or termination (a "Dispute"), which either Party has notified to the other, senior management personnel from both Contractor and District shall meet and diligently attempt in good faith to resolve the Dispute for a period of thirty (30) days following one Party's written request to the other Party for such a meeting. If, however, either Party refuses or fails to so meet, or the Dispute is not resolved by negotiation, the provisions of Sections 8.5(b), 8.5(c) and 8.5(d) shall apply to the extent applicable to the Dispute.
- (b) Technical Dispute. Technical Disputes shall be resolved by an independent expert. For the purposes of this Agreement, a "Technical Dispute" shall mean a Dispute regarding whether the System conforms to the Industry Standards and applicable Building Codes, whether the relevant part of the Site where the System is located meets the required Site characteristics, and any other Disputes of a technical or engineering nature. All Technical Disputes shall be resolved on an accelerated basis by a nationally recognized professional expert unless otherwise agreed in writing by Contractor and District. Parties will share equally in the cost of the independent expert engaged to resolve Technical Disputes.
- (c) Non-Binding Mediation. If the Dispute remains unresolved, a Party may require that a non-binding mediation take place with a mediator mutually chosen by District and Contractor. If District and Contractor are unable to agree on a mediator, then either may request that the American Arbitration Association (the "AAA") to appoint a mediator. The mediator's fee and expenses shall be paid one-half by District, and one-half by Contractor. In any such mediation, representatives of the Parties with authority to resolve the dispute shall meet for at least three hours with mediator. The obligation to mediate shall not be binding upon any Party with respect to (i) requests for preliminary injunctions, temporary restraining orders, specific performance, or other procedures in a court of competent jurisdiction to obtain interim relief deemed necessary by such court to preserve the status quo or prevent irreparable injury pending resolution by mediation of the actual Dispute; (ii) actions to collect payments not subject to bona fide Dispute; or (iii) claims involving third parties who have not agreed to participate in the mediation of the Dispute. The provisions of this Section 8.5 shall survive any termination of this Agreement.
- (d) Attorneys' Fees. The prevailing Party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs and attorneys' fees expended in connection with such an action from the other Party.

#### 8.6. Notices and Demands.

Any notice, request, demand or other communication required or permitted under this Agreement, shall be deemed to be properly given by the sender and received by the addressee if made in writing (a) the same day if personally delivered; (b) three (3) days after deposit in the mail if mailed by certified or registered air mail, post prepaid, with a return receipt requested; or (c) the same day if sent by facsimile or electronic mail with confirmation. Mailed notices, facsimile notices or electronic notices shall be addressed as follows to:

**District:**

Name: Hanford Elementary School District  
 Attention: Joy C. Gabler , Superintendent  
 Address: 714 North White St.  
 Hanford, CA 93230-4029  
 Phone: (559) 585-3600  
 Facsimile: (559) 584-7833  
 Email: jgabler@hesd.k12.ca.us

With a copy to:

Name:  
 Attention:  
 Address:

**Contractor:**

Name: SitelogIQ  
 Attention: Kecia Davison, President, West Energy  
 Address: 1651 Response Road, Suite 300  
 Sacramento, CA 95815  
 Phone: (714) 290-4075  
 E-mail: kecia.davison@sitelogiq.com

#### 8.7. Nondisclosure.

To the extent permitted by law, whichever Party receives confidential information (the “Receiving Party”) from the other Party (the “Disclosing Party”) shall not use for any purpose other than performing the Work under this Agreement or divulge, disclose, produce, publish, or permit access to, without the prior written consent of the Disclosing Party, any such information of the Disclosing Party. Confidential Information includes, without limitation, all information or materials prepared in connection with the Work performed under this or any related subsequent Agreement, designs, drawings, specifications, techniques, models, data, documentation, source code, object code, diagrams, flow charts, research, development, processes, procedures, know-how, manufacturing, development or marketing techniques and materials, development or marketing timetables, strategies and development plans, personnel names and other information related to Contractor, Suppliers, personnel, pricing policies and financial information, and other information of a similar nature, whether or not reduced to writing or other tangible form, and any other trade secrets. Confidential information does not include (a) information known to the Receiving Party prior to obtaining the same from the Disclosing Party; (b) information in the public domain at the time of disclosure by the Receiving Party; or (c) information obtained by the Receiving Party from a third party who did not receive same, directly or indirectly, from the Disclosing Party. The Receiving Party shall use the higher of the standard of care that the Receiving Party uses to preserve its own confidential information or a reasonable standard of care to prevent unauthorized use or disclosure of such confidential information. Notwithstanding anything herein to the contrary, the Receiving Party has the right to disclose Confidential Information without the prior written consent of the Disclosing Party: (i) as required by any court or other

Governmental Authority, or by any stock exchange upon which the shares of any Party are listed, (ii) as otherwise required by law, (iii) as advisable or required in connection with any government or regulatory filings, including without limitation, filings with any regulating authorities covering the relevant financial markets, (iv) to its attorneys, accountants, financial advisors or other agents, in each case bound by confidentiality obligations, (v) to banks, investors and other financing sources and their advisors, in each case bound by confidentiality obligations; or (vi) in connection with an actual or prospective merger or acquisition or similar transaction where the party receiving the Confidential Information is bound by confidentiality obligations. If a Receiving Party believes that it will be compelled by a court or other Governmental Authority to disclose confidential information of the Disclosing Party, it shall give the Disclosing Party prompt written notice, and in all cases not less than five (5) Business Days' notice in advance of disclosure, so that the Disclosing Party may determine whether to take steps to oppose such disclosure. Notwithstanding the foregoing, Contractor acknowledges that this Agreement, once fully executed and approved by the District's Board of Trustees, is public information, subject to release in response to public information requests under California Government Code § 6250 et seq. (Public Records Act). District shall use reasonable efforts to prevent or limit disclosure of the Confidential Information.

8.8. Time of Essence.

Time is expressly agreed to be of the essence of this Agreement and each, every and all of the terms, conditions and provisions herein.

8.9. Validity.

The provisions contained in each section, subsection and clause of this Agreement shall be enforceable independently of each of the others and their validity shall not be affected if any of the others are invalid. If any of those provisions is void but would be valid if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid. The Parties shall, if necessary, negotiate in good faith and make any necessary amendments to ensure the enforceable terms of this Agreement reflect the true intent of the Parties as of the date of execution of this Agreement.

8.10. Binding Effect.

This Agreement shall be binding on the Parties hereto and on their respective permitted successors, heirs and assigns.

8.11. Modifications.

No oral or written amendment or modification of this Agreement by any administrator, Board member, officer, agent or employee of Contractor or District, either before or after execution of this Agreement, shall be of any force or effect unless such amendment or modification is in writing and is signed by any duly authorized representative of both Parties to be bound thereby.

8.12. Headings.

The headings in this Agreement are for convenience of reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

8.13. Counterparts; Signature Pages.

This Agreement may be executed in counterparts which, taken together, shall constitute a single instrument. Facsimile and other electronically transmitted signature pages shall be effective to bind a Party to this Agreement.

8.14. Announcements and Publications.

Contractor shall coordinate with District with respect to, and provide advance copies to District for review of, the text of any proposed announcements or publications that include any non-public information concerning the Work prior to the dissemination thereof to the public or to any Person other than Subcontractors or advisors of Contractor, in each case, who agree to keep such information confidential. If District delivers written notice to Contractor rejecting any such proposed announcement or publication within two (2) Business Days after receiving such advance copies, the Contractor shall not make such public announcement or publication; provided, however, that Contractor may disseminate or release such information in response to requirements of Governmental Authority.

8.15. Complete Agreement.

This Agreement together with the Exhibits hereto completely and exclusively states the agreement of the Parties regarding its subject matter and its terms govern, all prior proposals, agreements, or other communications between the Parties, oral or written, regarding such subject matter. No oral agreement or conversation with any officer or employee of either Party or any or all prior proposals shall affect or modify any of the terms and conditions of this Agreement. This Agreement shall not be modified except by written amendment signed on behalf of the District and Contractor by their duly authorized representatives. Any purported oral amendment to the Agreement shall have no effect.

8.16. No Agency.

This Agreement is not intended, and shall not be construed, to create any association, joint venture, agency relationship or partnership between the Parties or to impose any such obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act as or be an agent or representative of, or otherwise bind, the other Party.

8.17. Priority of Documents.

In the event of conflicting provisions between any of the Contract Documents, the provisions shall govern in the following priority: first, duly executed amendments to this Agreement (to the extent not superseded by a subsequent amendment); second, this Agreement; third, Exhibit C, and fourth, the other Contract Documents.

8.18. Assignment.

No Party shall be entitled to assign or subcontract this Agreement or any of its rights or obligations under this Agreement, nor shall it enter into any transaction as a result of which it may transfer, assign, charge or dispose by any title of any of those rights and obligations, without the prior written consent of the other Party, which shall not be unreasonably withheld, provided that Contractor may subcontract that portion of the Work to Subcontractors. Notwithstanding the foregoing, (i) without the consent of the Contractor, District shall be entitled to assign its right, title and interest in and to this Agreement (and, in particular, any rights arising in relation to any insurance policy and any other right to collect any amount from Contractor) to any lenders by way of security for the performance of obligations to such lenders; (ii) without consent of the District, Contractor shall be entitled to assign its right, obligation, title and interest in and to this Agreement in connection with a merger or acquisition of Contractor; and (iii) without consent of District, Contractor shall be entitled to assign its right, obligation, title and interest in and to this Agreement to an Affiliate of the Contractor.



8.19. No Waiver.

Either Party's failure to enforce any provision of this Agreement of the waiver thereof in a particular instance shall not be construed as a general waiver of any part of such provision. The provision shall remain in full force and effect.

**[Signatures on following page]**

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

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

By: \_\_\_\_\_  
Name: Joy C. Gabler  
Title: Superintendent

**Famand, Inc.,**  
a California corporation, (dba) SiteLogIQ

By: \_\_\_\_\_  
Name: Kecia Davison  
Title: President, West Energy  
Contractor's License #: 1054171

## EXHIBIT A DEFINITIONS

“Affiliate” of a specified Person means any Person that directly or indirectly through one or more intermediaries controls, is controlled by, or is under common control with, such specified Person. As used in this definition of Affiliate, the term “control” of a specified Person including, with correlative meanings, the terms, “controlled by” and “under common control with,” means (a) the ownership, directly or indirectly, of 50% or more of the equity interest in a Person or (b) the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

“Agreement” shall have the meaning set forth in the preamble.

“Applicable Law” shall mean, with respect to any Governmental Authority, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, injunction, registration, license, permit, authorization, guideline, governmental approval, consent or requirement of such Governmental Authority, as construed from time to time by any Governmental Authority.

“Applicable Permits” ” means those permits identified as the responsibility of Contractor as determined in Exhibit C.

“Authority Having Jurisdiction (AHJ)” means those local, state, or federal entities having regulatory authority over a specific aspect of the Project, such as building officials, Department of State Architecture, and fire departments.

“Business Day” means Mondays to Fridays, except such days on which banks are permitted or required to close in California.

“Certificate of Substantial Completion” shall mean a document in similar form to Exhibit F.

“Certificate of Final Completion” shall mean a document in similar form to Exhibit F.

“Change” shall means any addition to, deletion from, suspension of, or other modification to the quality, function, or intent of the Work, including without limitation any such addition, deletion, suspension, or other modification that effects a change in the scope of the Work. An “Unanticipated Condition” as defined in Section 2.4 hereof, experienced by Contractor during the course of the Work is included within the definition of “Change”.

“Change Order” shall mean a written document signed by District and Contractor to adjust the Price or Construction Schedule as a result of a Change issued after execution of this Agreement.

“Commencement of Work” shall mean the commencement of Work.

“Construction Schedule” shall mean the schedule for implementation of the Work as determined by the Contractor to meet the Project Milestones as set forth on Exhibit C.

“Construction Documents” shall mean construction documents prepared by Contractor and approved by District.

“Contract Documents” shall mean this Agreement and Exhibits hereto, and drawings, specifications, plans, calculations, models and designs that are part of this Agreement and the Construction Documents prepared by Contractor and approved by District.

“Contractor” shall have the meaning set forth in the preamble.

“Contractor Representative” shall mean the individual designated by the Contractor in accordance with Section 7.1(b).

“Day” means calendar day unless it is specified that it means a “Business Day”.

“Disclosing Party” shall have the meaning set forth in Section 7.7.

“Dispute” shall have the meaning set forth in Section 7.5(a).

“District” shall have the meaning set forth in the Preamble to this Agreement.

“District Permits” means those permits identified as the responsibility of District in Exhibit C.

“District’s Representative” shall mean the individual designated by District in accordance with Section 7.1(a).

“Dollar” and “\$” shall mean the lawful currency of the United States of America.

“Effective Date” shall mean the date first set forth in the preamble.

“Environmental Attributes” means all environmental and other attributes that differentiate the System or the energy generated by fossil-fuel based generation units, fuels or resources, characteristics of the System that may result in the avoidance of environmental impacts on air, soil or water, such as the absence of emission of any oxides of nitrogen, sulfur or carbon or of mercury, or other gas or chemical, soot, particulate matter or other substances attributable to the System or the compliance of the System or the energy output with the law, rules and standards of the United Nations Framework Convention on Climate Change (the “UNFCCC”) or the Kyoto Protocol to the UNFCCC or crediting “early action” with a view thereto, or laws or regulations involving or administered by the Clean Air Markets Division of the Environmental Protection Agency or successor administrator or any state or federal entity given jurisdiction over a program involving transferability of Environmental Attributes and Reporting Rights.

“Environmental Incentives” means all rights, credits (including tax credits), grants, rebates, benefits, reductions, offsets and allowances and entitlements of any kind, howsoever entitled or named (including carbon credits and allowances), whether arising under federal, state or local law, international treaty, trade association membership or the like arising from the Environmental Attributes of the System on each Site or the energy output or otherwise from the development, construction, installation or ownership of the System on each Site or the production, sale, purchase,

consumption or use of the energy output from each Site. Without limiting the foregoing, “Environmental Incentives” includes green tags, renewable energy credits, grants, tradable renewable certificates, portfolio energy credits, the right to apply for (and entitlement to receive) incentive programs offered by the State of California and the right to claim federal income tax credits under Section 45 or 48 of the Code as such credits are available arising from the Environmental Attributes of the system on each Site or the energy output or otherwise from the development, construction, installation or ownership of the System on each Site or the production, sale, purchase, consumption or use of the energy output from each Site.

“Equipment” shall mean (a) all materials, supplies, apparatus, machinery, equipment, parts, tools, components, instruments, appliances, spare parts and appurtenances thereto that are required for prudent design, construction or operation of the System in accordance with Industry Standards and (b) all materials, supplies, apparatus, machinery, equipment, parts, tools, components, instruments, appliances, spare parts and appurtenances thereto described in, required by, reasonably inferable from or incidental to the Work or the Contract Documents.

“Excusable Delay” shall mean a Delay outside of Contractor’s control that prevents Contractor from achieving the Commercial Operation Date for any System in accordance with the Project Schedule, and to the extent that such Delay adversely affects the Work such that the performance of the Work is prevented or delayed, Contractor shall be entitled to an adjustment in the Construction Schedule and deadlines of this Agreement. For purposes of this Agreement, an Excusable Delay shall include any of the following events:

- (a) an act or failure to act of, or other delay caused by, or negligence of, District or its agents or employees;
- (b) changes in the design, scope or schedule of the Project unilaterally required by the District;
- (c) the suspension of Work in whole or in part by District;
- (d) labor disputes, fire, vandalism, delay in manufacturing and deliveries;
- (e) adverse weather conditions not reasonably anticipated and in excess of 150% of the normal weather (*e.g.*, rain, snow, sleet) for the local geographic area for the past ten (10) years as measured in a given month;
- (f) unforeseen conditions at any Site, including discovery or existence of Hazardous Substances;
- (g) the occurrence of a Force Majeure, or other unavoidable casualties or other causes beyond Contractor’s control;
- (h) the failure to obtain any Utility Interconnection Agreement, permission to operate, Applicable Permit, CEQA/NEPA

approval or approval of a Governmental Authority or delays caused by changes and/or modifications to the Scope of Work as required by any Governmental Authority having jurisdiction over the Project;

- (i) any equipment or material delays caused by suppliers or vendors;
- (j) adverse changes to regulatory requirements;
- (k) any breach of this Agreement or the Utility Interconnection Agreement or any information provided to the Contractor by District or Utility is inaccurate or incomplete; or
- (l) any other cause outside Contractor's control after Contractor's best efforts to mitigate that delay, to the extent that Contractor is able to mitigate such delay, provided that a failure to perform of Contractor's subcontractors' shall not be an Excusable Delay, unless such subcontractors are unable to perform the Work as a result of any of the events described in this definition of "Excusable Delay".

"Facility" shall mean any and all properties of the District upon which the System shall be constructed or to which the System shall be connected, including land, buildings, structures, equipment, and electrical tie-in points.

"Final Completion" shall mean satisfaction or waiver of all of the conditions for completion of that portion of the System applicable to the scope of work as set forth in Section 4.2.

"Force Majeure Event" shall mean, when used in connection with the performance of a Party's obligations under this Agreement, any act or event (to the extent not caused by such Party or its agents or employees) which is reasonably unforeseeable, or being reasonably foreseeable, reasonably unavoidable (including by taking prudent protective and preventative measures) and outside the control of the Party which invokes it, and which renders said Party unable to comply totally or partially with its obligations under this Agreement. In particular, any of the following shall be considered a Force Majeure Event:

- (a) war (whether or not war is declared), hostilities, revolution, rebellion, insurrection against any Governmental Authority, riot, terrorism, acts of a public enemy or other civil disturbance;
- (b) acts of God, including but not limited to, unusually severe storms, floods, lightning, earthquakes, hailstorms, ice storms, tornados, typhoons, hurricanes, landslides, volcanic eruptions, winds in excess of ninety (90) miles per hour, and objects striking the earth from space (such as meteorites) sabotage or destruction by a third party (other than any contractor retained by or on behalf of the Party) of FACILITY and

equipment relating to the performance by the affected Party of its obligations under this Agreement;

(c) strikes, walkouts, lockouts or similar industrial or labor actions or disputes, in each case of a regional or national nature;

(d) changes in Applicable Law after the Effective Date that materially impact a Party's ability to perform under this Agreement; and

(e) acts of any Governmental Authority that materially restrict or limit Contractor's access to the Site.

"Contract Approval Date" shall mean the date that District has approved this Agreement.

"Governmental Authority" shall mean any national, autonomic, regional, province, town, city, or municipal government, or other administrative, regulatory or judicial body of any of the foregoing.

"Hazardous Material" shall mean oil or petroleum and petroleum products, asbestos and any asbestos containing materials, radon, polychlorinated biphenyl's ("PCBs"), urea formaldehyde insulation, lead paints and coatings, and all of those chemicals, substances, materials, controlled substances, objects, conditions and waste or combinations thereof which are now listed, defined or regulated in any manner by any federal, state or Applicable Law.

"Indemnified Party" shall have the meaning set forth in Section 6.3(d).

"Indemnifying Party" shall have the meaning set forth in Section 6.3(d).

"Industry Standards" shall mean those standards of care and diligence normally practiced by a majority of engineering, construction and installation firms in performing services of a similar nature in jurisdictions in which the Work will be performed and in accordance with good construction practices, Applicable Permits, and other standards established for such Work.

"Manufacturer Warranty" shall have the meaning set forth in Exhibit C.

"Party" shall mean, individually, each of the parties to this Agreement.

"Person" shall mean any individual, corporation, partnership, company, joint venture, association, trust, unincorporated organization or Governmental Authority.

"Project" shall mean the entirety of Work to be performed by Contractor pursuant to the terms and conditions of the Work and any Change Orders.

"Receiving Party" shall have the meaning set forth in Section 7.7.

"Representatives" shall mean the Contractor Representative and the District Representative and each may individually be referred to as a "Representative".

“School District” shall have the meaning set forth in preamble.

“Site” shall have the meaning set forth in the first recital, and is more fully described in Exhibit C. An individual Site shall mean any area of a property owned by the District upon which a System is constructed.

“Subcontractor” shall mean any Person, other than Contractor and Suppliers, retained by Contractor to perform any portion of the Work (including any Subcontractor of any tier) in furtherance of Contractor’s obligations under this Agreement.

“Substantial Completion” shall mean satisfaction or waiver of all of the conditions for completion of that portion of the System as set forth in Section 5.1(c).

“Substantial Completion Date” shall mean the actual date on which the Substantial Completion of the System, as defined in Section 5.1(c), has occurred.

“Suppliers” shall mean those Equipment suppliers with which Contractor contracts to build the System.

“System” shall have the meaning ascribed in the Recitals to this Agreement.

“Technical Dispute” shall have the meaning set forth in Section 7.5(b).

“Third Party” shall have the meaning of any persons or entity not affiliated with Contractor or District.

“Unanticipated Condition” shall have the meaning set forth in Section 2.4.

“Work” shall mean all obligations, duties, and responsibilities assigned to or undertaken by Contractor and described in Exhibit C with respect to the System.

“Price” shall mean the amount for performing the Work that is payable to Contractor as set forth in Section 3.2, as the same may be modified from time to time in accordance with the terms hereof, and as described in Exhibit C.



**EXHIBIT B**  
**CERTIFICATIONS**

- Exhibit B-1    Fingerprinting / Criminal Background Investigation Certification
- Exhibit B-2    Drug-Free Workplace / Tobacco-Free Environment Certification

**FINGERPRINTING / CRIMINAL BACKGROUND INVESTIGATION  
CERTIFICATION  
(EXHIBIT B-1)**

The undersigned does hereby certify to the governing board of the \_\_\_\_\_ as follows:

That I am a representative of the Contractor currently under contract ("Contract") with the \_\_\_\_\_; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

\_\_\_\_\_ The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with \_\_\_\_\_ pupils in the course of providing Services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with \_\_\_\_\_ pupils during the course and scope of the Contract is attached hereto; and/or

\_\_\_\_\_ Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and \_\_\_\_\_ pupils at all times; and/or

\_\_\_\_\_ Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_ The Work on the Contract is at an unoccupied Site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the \_\_\_\_\_ pupils.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with \_\_\_\_\_ pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: \_\_\_\_\_

Proper Name of Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**DRUG-FREE WORKPLACE / TOBACCO-FREE ENVIRONMENT CERTIFICATION**  
**(EXHIBIT B-2)**

Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990, requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred. The \_\_\_\_\_ is not a "state agency" as defined in the applicable section(s) of the Government Code, but the \_\_\_\_\_ is a local agency and public school \_\_\_\_\_ under California law and requires all contractors on \_\_\_\_\_ projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

- 1 Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- 2 Establishing a drug-free awareness program to inform employees about all of the following:
  - a. The dangers of drug abuse in the workplace.
  - b. The person's or organization's policy of maintaining a drug-free workplace.
  - c. The availability of drug counseling, rehabilitation, and employee-assistance programs.
  - d. The penalties that may be imposed upon employees for drug abuse violations.
- 3 Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I understand that if the \_\_\_\_\_ determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

In addition, and pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and \_\_\_\_\_ Board Policies, all \_\_\_\_\_ sites, including the Sites, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in \_\_\_\_\_ property. \_\_\_\_\_ property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on \_\_\_\_\_ property. I acknowledge that I am aware of the \_\_\_\_\_'s policy regarding tobacco-free environments and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Sites.

Date: \_\_\_\_\_

Proper Name of Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT C

### HVAC Retrofit Energy Conservation Scope of Work at Simas Elementary School

#### PROJECT SCOPE OF WORK INDEX

<u>Section 1</u>	Basis of Energy Engineering
<u>Section 2</u>	HVAC Scope of Work
<u>Section 3</u>	Proposed Project Installation Timeline & Coordination
<u>Section 4</u>	Work Milestones
<u>Section 5</u>	Fixed Price Amount
<u>Section 6</u>	Progress Payment Schedule
<u>Section 7</u>	Performance and Payment Bonds

#### 1.0 BASIS OF ENERGY ENGINEERING

Forecasted energy savings are the difference between the pre-retrofit and post-retrofit period consumption for the equipment included in the scope of Work. The pre-retrofit (or Baseline) data for this project covers the period from August 2020 through July 2021. The Baseline data takes into consideration the quantity of facilities and size; 2020/2021 building operational schedules; 2020/2021 School Calendar and 2020/2021 individual school Bell Schedules; occupancy factors and utilization; utility usage, costs, and utility rates along with the available average ASHRAE weather files for the closest weather station. Except weather files, this data has been obtained from the Customer.

Since Contractor does not control/follow the building operations on a day-by-day basis, it is virtually impossible to track the energy consumption and savings from utility bills due to many dynamic factors that are out of Contractor's control. These factors (permanent or temporary) include, but are not limited to: weather changes; changes in the use of any facility and number of occupants (including, but not limited to, staff, faculty and students); changes to the hours of operation of any facility; changes to the control system scheduling; changes or modifications to the equipment or services provided under this Agreement; changes in utility suppliers, method of utility billing, number of days in the billing cycle, utility rates or method of utility purchasing; improper maintenance of the equipment or of any energy-consuming equipment; changes to the equipment or to any facility required by changes to building codes; additions or deletions of energy-consuming equipment; personal portable heaters; refrigerators and vending machines and/or additions or deletions of any facilities (i.e. portable classroom buildings), etc.

Therefore, engineering calculations approach is based on a measure-by-measure (ECM-by-ECM) basis and is to be derived by comparing the specific value of physical parameters after the installation to its value prior to the installations. For example: lighting systems retrofit (see below) will result in lower wattage consumption than Baseline scenario. This measure is not affected by weather changes, HVAC or other unrelated equipment energy consumption that are reflected in the utility bills. Below are some key characteristics and features of the measure-by-measure energy saving calculations method:

- It calculates savings based on Customer inputs, field measurements, and agreed upon assumptions and stipulations.

- It does not involve utility bill comparisons; however, utility bills may be analyzed to identify energy consuming trends and correlations.
- It is structured so that the individual measure's savings, as described in Scope of Work, shall not be affected by unrelated building modifications.

In any event, the overall energy use of the facility would be lower than if the energy saving measures (retrofits) identified in the facility solutions project herein had not been implemented.

If desired, Contractor may provide additional utility data analysis and benchmarking based on the standard engineering principals for an additional fee (excluded from this Scope of Work). The Customer is to notify Contractor in writing no later than thirty (30) days after any changes as outlined above made to the Property that would affect the energy usage at the Property. The Customer shall make available to Contractor no later than thirty (30) days upon receipt, on a monthly basis for at least one year after Completion and Acceptance Date, copies of required energy bills, energy usage data, and any other such documentation related to changes to energy usage as outlined above.

Scope of Work presented herein is based on retrofits feasibility, cost effectiveness and maximum energy savings for the different ECM's. Equipment brand and/or materials noted herein can be substituted with equal equipment/materials based on the availability and costs at the time of the scheduled installation, constructability and other considerations as determined by the engineer and project manager.

In order to achieve energy savings in the future years and for trouble-free operation, Customer agrees to maintain and service the equipment and systems included in the Scope of Work per equipment manufacturer's guidelines and in accordance with industry standards as applicable to the specific systems. The Customer may need to provide accurate preventative maintenance and repair records for any work performed on the systems included herein.

## **2.0 HVAC SCOPE OF WORK**

### **2.1 Basis of Engineering**

The intent of this project is to reduce the Customer's utility costs and operational expenses by replacing the HVAC equipment at Simas Elementary School with new high efficient units identified in the HVAC scope of work below.

As requested, Contractor will be replacing the existing units listed below in Section 3.2 with new high efficient equipment of equal capacity. These in-kind replacements are based on the assumption that the original units have been sized properly for the local weather conditions, current occupancy levels and space use. Unless specifically requested, it is not Contractor's intent to re-design or to modify these systems. Unless specified otherwise, it is Contractor's intent to maximally re-use the existing air distribution systems, rooftop units' platforms or any pre-existing supports, electrical, gas & condensate drain connections and other existing HVAC system components. It is assumed that that these system components to be re-used are in good operational order and no repairs are needed.

The new equipment, as identified below, is selected based on the energy efficiency and economic viability. These retrofits are in-kind equipment replacements that do not alter or affect primary or secondary structural framing members. As it has been reviewed by the licensed Structural Engineer

(as required by Division of State Architect), no existing building structural elements will be affected by the replacement of HVAC units. According to State of California Division of State Architect Office of Regulation IR A-10 (Exemption from DSA Approval document, issued on 1/7/19), IR A-22, IR 11B-6 and applicable Sections 17280-17316 of the California Education Code, this project falls into the categories of non-structural Work. This Work does not infringe on the Life Safety Systems, if any. The Work described herein is limited to HVAC systems only. It is considered maintenance related replacements that do not affect the usability of the facilities and are not structural in nature. Therefore, approval from Department of State Architect is exempted for the in-kind HVAC replacements based on the considered herein reasons.

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

Contractor will use the current 2019 Title-24, 2019 California Building Code (CBC), 2019 California Plumbing Code (CPC), 2019 California Mechanical Code (CMC), the California Electrical Code (CEC), Sheet Metal & Air Conditioning Contractors' National Association (SMACNA) standards.

## **2.2 Mechanical Scope of Work**

The following lists in detail the mechanical Scope of Work to be performed for unit replacements included in this project:

- Provide necessary rigging and trucking of new/old equipment to/from the project site.
- Provide and install new package and split system HVAC units as detailed below.
- Provide sheet metal transitions as required to connect new unit to existing opening.
- Furnish and install weather tight sealant on seams, joints and connections on equipment and ductwork replaced in this project to ensure full weather seal.
- Reconnect existing electrical service to new equipment with new disconnects, as required.
- Reconnect existing flue pipes, condensate, and refrigerant lines, as required.
- Contractor's technicians will perform a complete start-up and test of new equipment to ensure proper system operation.
- Daily removal of debris created by Contractor personnel.
- One-year warranty on Contractor's provided equipment and workmanship. Warranty starts from the day of equipment start-up.

The quantities, sizes and location of new HVAC units included in this project are listed below:

<b>Simas Elementary School</b>						
<b>Proposed Equipment</b>						
<b>Area</b>	<b>Qty</b>	<b>Nominal Tons</b>	<b>Type</b>	<b>Brand</b>	<b>Cooling Efficiency SEER/EER Meets T-24 Requirements</b>	<b>Heating Efficiency AFUE % Meets T-24 Requirements</b>
Admin.	1	2.0	Pkg/GE	Carrier or Equal	Yes	Yes
Admin.	1	3.0	Pkg/GE	Carrier or Equal	Yes	Yes
Rooms 301, 302, 304, 306, 307, 401-408, 501-508, Admin (2), Library	24	4.0	Pkg/GE	Carrier or Equal	Yes	Yes
Rooms 303, 305, Library, PDC	4	5.0	Pkg/GE	Carrier or Equal	Yes	Yes
MPR	2	10.0	Pkg/GE	Carrier or Equal	Yes	Yes

Notes:

\* - H/P – denotes Heat Pump system unit.

\*\* - G/E – denotes Gas Electric system unit.

\*\*\* - Equipment brand noted above can be substituted with equal equipment based on the availability at the time of the scheduled installation (per Section 3.0 below), constructability and other considerations as determined by the Project Manager.

## 2.3 HVAC Scope of Work Exclusions

The above Scope of Work excludes the following:

- The price does not include any amounts for changes in taxes, commodity pricing fluctuations, tariffs, or other similar charges that are enacted after the date of this quotation. SitelogIQ shall be entitled to an equitable adjustment in time and money for any costs that it incurs directly or indirectly that arise out of or relate to changes in taxes, commodity pricing fluctuations, tariffs, or similar charges due to such changes including, without limitation, escalation, delay damages, costs to re-procure, costs to change suppliers, costs of manufactured equipment or goods, or other costs of any kind resulting from the changes.

- Plumbing, Fire Sprinklers, Design Engineering, humidity control, acoustical engineering and noise reduction provisions, Fire and Life Safety equipment and its components.
- Warranty, repair and/or upgrade of the existing mechanical, plumbing and electrical systems, air distribution and control systems found in disrepair or not compliant to code; duct leakage testing or repairs; structural upgrades. Any and all systems and defects which require repairs/replacements as a result of pre-existing conditions.
- Upgrade of the existing overall site electrical service capacity, if required for the new units.
- DDC controls; CO2 monitoring or DCV control, economizers where not required by code; existing gas piping & pressure regulators upgrades.
- Any and all hazardous materials work, i.e., asbestos, lead etc.
- All work is to be completed during normal and shift (3pm start) hours, Monday-Friday (excluding weekends and holidays). Any request by Customer to change working times may result in a change order for added overtime rates.
- Any additional costs associated with COVID-19 (this includes, but not limited to, safety training, sanitizing equipment, limitation on number of workers in a space, etc.).
- DSA fees, reviews, and approvals (exempted).
- Any items not specified in this Scope.

### **3.0 PROPOSED PROJECT INSTALLATION TIMELINE & COORDINATION**

This project will require extensive scheduling and coordination to ensure the efficient implementation of the Work shown herein. SitelogIQ will provide a HVAC system retrofits at a given building or site.

The Customer shall provide safe access to the buildings and provide the necessary security for students and staff safety during the rigging and equipment handling process. During the retrofit services, areas of the building designated by SitelogIQ may need to be vacated to ensure the safety of the occupants. It will be the Customer's responsibility to temporarily relocate the students to other classrooms and/or, if needed, provide temporary facilities for the duration of the given phase of each project.

In order to minimize the disruption of Customer's operation, coordination and scheduling items shall include but are not limited to multiple trips to the job site, multiple equipment riggings, temporary relocation of the tenants (students), etc. SitelogIQ will work with the Customer to develop a detailed project schedule. Once the project schedule is confirmed, SitelogIQ will provide the Customer with a Schedule of Values and a progress payment schedule, which corresponds to the project schedule. The installation of this project will start upon executing this Agreement and ordering and obtaining all necessary equipment, parts and materials needed for installation. It is anticipated the construction phase of this project would be performed in 2022.

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



#### 4.0 **WORK MILESTONES**

<b>Estimated Work Milestone Schedule</b>	
<b>Milestone</b>	<b>Milestone Date</b>
Notice to Proceed	TBD
Construction Mobilization	Notice to Proceed + 12 weeks
Substantial Completion	Notice to Proceed + 40 weeks
Final Completion	Notice to Proceed + 52 weeks

SitelogIQ shall be given a day-for-day slip in the Work Milestone Schedule for a delay in the Funding Date beyond the date shown above.

#### 5.0 **FIXED PRICE AMOUNT**

The fixed price for this Scope of Work is **\$537,529.00**

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

#### 6.0 **PROGRESS PAYMENT SCHEDULE**

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

<b>Progress Payments Schedule</b>	
<b>Payment Milestone</b>	<b>% of Total Task Order Price</b>
Notice to Proceed	10%
Equipment Deposit	25%

Progress Payments	50%
Substantial Completion	10%
Final Completion	5%

## **7.0 PERFORMANCE AND PAYMENT BONDS**

Upon the written request of the Customer prior to commencement of work, SitelogIQ shall provide evidence of the following bonds to Customer:

a. **Performance Bond.** A bond issued by a corporate surety authorized to issue surety insurance in California, and reasonably acceptable to Customer, in an amount equal to one-hundred percent (100%) of this Scope of Work Price payable under the Agreement securing the faithful performance of this Scope of Work; and

b. **Payment Bond.** A bond issued by a corporate surety authorized to issue surety insurance in California, and reasonably acceptable to Customer, in an amount equal to one-hundred percent (100%) of this Scope of Work Price payable under the Agreement securing the payment of all claims for the performance of labor or services on, or the furnishing of materials for, the performance of this Scope of Work.

The Performance and Payment Bonds shall guarantee timely completion of the Work in accordance with this Scope of Work and shall cover the installation period. The warranty period shall extend one (1) year following Final Completion.

The surety, having provided the Performance and Payment Bonds under this Scope of Work, shall assume no liability to SitelogIQ, Customer or any third parties, should SitelogIQ fail, for any reason, to deliver acceptable warranties beyond the one (1) year warranty period following Final Completion.

## EXHIBIT E INSURANCE

### **Contractor Insurance Requirements**

1. Required Coverages. Contractor shall carry and maintain with carriers or self insurance, as a minimum, the following insurance coverage:
  - i. Workers Compensation Insurance and Employers Liability. In accordance with the laws of the state of where work may be done with limits for employers liability in the minimum amount of one million dollars (\$1,000,000) for each occurrence and one million dollars (\$1,000,000) for each occurrence of bodily injury on a per employee basis;
  - ii. Commercial General Liability. One million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) in the aggregate for bodily injury, personal injury and property damage, products and completed operations;
  - iii. Commercial Automobile Liability, Any Auto. One million dollars (\$1,000,000) per accident including owned, non-owned, and hired automobiles.
  - iv. Excess coverage of four million dollars (\$4,000,000) per occurrence and aggregate, or any other equivalent, available insurance coverage of the Contractor.
2. Policy Endorsements. Insurance coverage required to be maintained by Contractor under this Agreement shall:
  - i. provide a severability of interests or cross liability clause for Commercial General Liability Insurance;
  - ii. except in the case of worker's compensation insurance and other statutory insurances where it would be inappropriate, name District and others as may be reasonably required by District, as additional insured's; and to the extent permissible in accordance with the policy, include a waiver of subrogation by the insurers in favor of District and each of its respective assignees, Affiliates, agents, officers, directors, employees, insurers or policy issuers and a waiver of any right of the insurers to any set-off or counterclaim, whether by endorsement or otherwise, in respect of any type of liability of any of the Persons insured under any such policies.
3. Certificates. Contractor shall throughout the Agreement Term provide certificate(s) and/or memoranda of insurance evidencing the coverage specified in this Attachment E to District upon District's reasonable request.

### **District Insurance Requirements**

1. Required Coverage. District shall carry and maintain with carriers or self insurance, as a minimum, the following insurance coverage:
  - i. Workers Compensation Insurance and Employers Liability. In accordance with the laws of the state of where work may be done with limits for employers liability in the minimum amount of one million dollars (\$1,000,000) for each occurrence and one million dollars (\$1,000,000) for each occurrence of bodily injury on a per employee basis;
  - ii. Commercial General Liability. One million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) in the aggregate for bodily injury, personal injury and property damage, products and completed operations;
  - iii. Commercial Automobile Liability, Any Auto. One million dollars (\$1,000,000) per accident including owned, non-owned, and hired automobiles.
  - iv. Excess coverage of four million dollars (\$4,000,000) per occurrence and aggregate, or any other equivalent, available insurance coverage of the Contractor.
2. Policy Endorsements. Insurance coverage required to be maintained by District under this Agreement shall provide a severability of interests or cross liability clause for Commercial General Liability Insurance;
3. Certificates. District shall throughout the Agreement Term provide certificate(s) and/or memoranda of insurance evidencing the coverage specified in this Attachment E to Contractor upon Contractor's reasonable request.

## **EXHIBIT F**

### **CERTIFICATE OF SUBSTANTIAL/FINAL COMPLETION AND ACCEPTANCE**

The undersigned, \_\_\_\_\_ (“the District”), having its office at \_\_\_\_\_, having entered into the Facility Solutions Agreement (“Agreement”) dated \_\_\_\_\_, 2021, with \_\_\_\_\_ (“\_\_\_\_\_”), does hereby certify as follows:

1. I am authorized to issue this [Substantial][Final] Completion Certificate on behalf of the District.
2. As of the date hereof, all the requirements for achievement of [Substantial][Final] Completion pursuant to the Agreement have been met.

### **ACCEPTANCE**

Contractor:

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

District:

\_\_\_\_\_ SCHOOL DISTRICT

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



## HANFORD ELEMENTARY SCHOOL DISTRICT ESSER FUNDED HVAC IAQ & ENERGY RETROFIT PROGRAM

### Comprehensive HVAC Equipment Replacement at Simas Elementary School Including all Code Required Ventilation Requirements

Year	District Planning Cost (4)	Project Initial Investment (2)	ESSER Funding (3)	Project Utility Savings (1)	Annual Savings	Cumulative Savings
Year 0	\$ -	\$ (537,529)	\$ 537,529	\$ -	\$ -	\$ -
Year 1	\$ -	\$ -		\$ 12,997	\$ 12,997	\$ 12,997
Year 2	\$ -	\$ -	\$ -	\$ 13,517	\$ 13,517	\$ 26,514
Year 3	\$ -	\$ -	\$ -	\$ 14,057	\$ 14,057	\$ 40,571
Year 4	\$ -	\$ -	\$ -	\$ 14,620	\$ 14,620	\$ 55,191
Year 5	\$ -	\$ -	\$ -	\$ 15,205	\$ 15,205	\$ 70,395
Year 6	\$ -	\$ -	\$ -	\$ 15,813	\$ 15,813	\$ 86,208
Year 7	\$ -	\$ -	\$ -	\$ 16,445	\$ 16,445	\$ 102,653
Year 8	\$ -	\$ -	\$ -	\$ 17,103	\$ 17,103	\$ 119,756
Year 9	\$ -	\$ -	\$ -	\$ 17,787	\$ 17,787	\$ 137,543
Year 10	\$ -	\$ -	\$ -	\$ 18,499	\$ 18,499	\$ 156,042
Year 11	\$ -	\$ -	\$ -	\$ 19,239	\$ 19,239	\$ 175,280
Year 12	\$ -	\$ -	\$ -	\$ 20,008	\$ 20,008	\$ 195,289
Year 13	\$ -	\$ -	\$ -	\$ 20,808	\$ 20,808	\$ 216,097
Year 14	\$ -	\$ -	\$ -	\$ 21,641	\$ 21,641	\$ 237,738
Year 15	\$ -	\$ -	\$ -	\$ 22,506	\$ 22,506	\$ 260,244
Year 16	\$ -	\$ -	\$ -	\$ 23,407	\$ 23,407	\$ 283,651
Year 17	\$ -	\$ -	\$ -	\$ 24,343	\$ 24,343	\$ 307,994
Year 18	\$ -	\$ -	\$ -	\$ 25,317	\$ 25,317	\$ 333,310
Year 19	\$ -	\$ -	\$ -	\$ 26,329	\$ 26,329	\$ 359,640
Year 20	\$ -	\$ -	\$ -	\$ 27,382	\$ 27,382	\$ 387,022
Year 21	\$ -	\$ -	\$ -	\$ 28,478	\$ 28,478	\$ 415,500
Year 22	\$ -	\$ -	\$ -	\$ 29,617	\$ 29,617	\$ 445,117
Year 23	\$ -	\$ -	\$ -	\$ 30,802	\$ 30,802	\$ 475,918
Year 24	\$ -	\$ -	\$ -	\$ 32,034	\$ 32,034	\$ 507,952
Year 25	\$ -	\$ -	\$ -	\$ 33,315	\$ 33,315	\$ 541,267
<b>Totals</b>	\$ -	\$ -	\$ 537,529	\$ 541,267	\$ 541,267	\$ 541,267

#### NOTES

- (1) Escalation included at 4% annually. Savings calculated utilizing California Energy Commission standard calculation tools.
- (2) Project is funded by District Capital.
- (3) Elementary and Secondary School Emergency Relief (ESSER) funds can be utilized for ventilation needs within the District.
- (4) All development and design included in contract. *No DSA Fees or Inspector included as project is DSA exempt.*