

Hanford Elementary School District

REGULAR BOARD MEETING AGENDA

Wednesday, September 25, 2024

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# 25-02 – Roosevelt

Case# 25-03 – Washington

OPEN SESSION

5:45 P.M.

Take action on closed session items

1. PRESENTATIONS, REPORTS AND COMMUNICATIONS

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

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

2. CONSENT ITEMS

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

- a) Accept warrant listings dated September 4, 2024; September 6, 2024; September 11, 2024 and September 13, 2024.
- b) Approve minutes of the Regular Board Meeting held on September 11, 2024.
- c) Approve interdistrict transfers as recommended.
- d) Approve donation of 384 student backpacks and \$500 shop card from Costco to Lee Richmond Elementary.
- e) Approve donation of 4 teacher supply boxes from Kids in Need Foundation to Lincoln Elementary.

- *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's Office at least 48 hours prior to the meeting.*

- f) Approve donation of 200 literacy kits from Reading is Fundamental to Washington Elementary.

3. INFORMATION ITEMS

- a) Receive for information the monthly financial reports for the period of 07/01/2024 – 08/31/2024 (Endo)
- b) Receive for information the 2024-2025 HESD Local Control Accountability Plan Revisions (Heugly)

4. BOARD POLICIES AND ADMINISTRATION

- a) Consider approval of an agreement with Stephen Hahn Inspections to provide inspection services for New TK/K Classroom Wing at Monroe Elementary (Potter)
- b) Consider approval of an agreement with Mangini & Associates for architect services for the classroom modernization project at Monroe Elementary (Potter)
- c) Consider declaration of surplus property (Potter)
- d) Consider approval of an agreement with Darden Architects for architect services for the Jefferson classroom modernization projects (Potter)
- e) Consider approval of consultant contract with California Association for Bilingual Education (CABE) (Rubalcava)
- f) Consider approval of consultant contract with Sarah Brown Wessling (Rubalcava)
- g) Consider approval of the revised Administrative Regulation – 5121 Grades/Evaluation of Student Achievement (Rubalcava)
- h) Consider approval of the revised Board Policy – 6170.1 Transitional Kindergarten (Rubalcava)
- i) Consider approval of the revised Board Policy – 6179 Supplement Instruction (Rubalcava)
- j) Consider approval of the revised Board Policy and Administrative Regulation 4030 – Nondiscrimination in Employment (Martinez)
- k) Consider approval of the revised Board Policy 4033 – Lactation Accommodation (Martinez)
- l) Consider approval of the revised Board Policy and Administrative Regulation 4119.11/4219.11/4319.11 – Sex Discrimination and Sex-Based Harassment (Martinez)
- m) Consider approval of the NEW Administrative Regulation and Exhibit 4119.12/4219.12/4319.12 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures (Martinez)

5. PERSONNEL (Martinez)

- a) Employment
Classified
 - Lea Cano, READY Program Tutor – 4.5 hrs., King, effective 09/10/24
 - Austin Lourenco, Delivery Worker: Mail & Materials – 8.0 hrs., Warehouse, effective 09/05/24
 - Angelina Ricciuti, Special Education Aide – 5.0 hrs., Roosevelt, effective 09/16/24
 - Priscilla Ruvalcaba, Yard Supervisor – 2.75 hrs., Simas, effective 09/03/24

- Janette Saldaña, Food Service Worker I – 3.0 hrs., Lincoln, effective 09/09/24
- Yolanda Solorio Lopez, Yard Supervisor – 2.75 hrs., Lincoln, effective 09/03/24
- Lori Urrutia, Alternative Education Program Aide – 5.5 hrs., Community Day School, effective 09/03/24

Classified Temps/Subs

- Kubani Brown, Athletic Coach, effective 09/04/24
- Roy Ramirez, Athletic Coach, effective 09/10/24
- Christopher Smith, Athletic Coach, effective 09/09/24
- Gloria Valtierra, Substitute READY Program Tutor, effective 09/10/24

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

- Michelle Banuelos, 6-8th Girls Volleyball, Jefferson, effective 08/26/24-10/11/24
- Mariah Benitez, 4-6th Girls Softball, Hamilton, effective 09/03/24-11/07/24
- Luis Botello, 7th Boys Football, Kennedy, effective 08/26/24-11/04/24
- Kubani Brown, 4-6th Boys Football, Roosevelt, effective 09/04/24-11/07/24
- Jesus Cantu, 4-6th Boys Football, Monroe, effective 09/03/24-11/07/24
- Rachel Castellanos, 4-6th Girls Softball, Roosevelt, effective 09/03/24-11/07/24
- Isabelle Madera, 4-6th Girls Softball, Lincoln, effective 09/03/24-11/07/24
- Michael Quiñones, 4-6th Girls Softball, Washington, effective 09/03/24-11/07/24
- Roy Ramirez, 4-6th Boys Football, Hamilton, effective 09/10/24-11/07/24
- Christopher Smith, 4-6th Boys Football, King, effective 09/09/24-11/07/24

Lateral Change/ More Hours

- Ariana Antonio, from Educational Tutor, K-8 – 4.5 hrs., King, to Paraprofessional (TK/K) – 7.0 hrs., Roosevelt, effective 09/03/24

Admin Transfer

- Ariana Trujillo, from Educational Tutor, K-8 – 4.5 hrs., Lincoln, to Educational Tutor, K-8 – 4.5 hrs., King, effective 09/09/24

b) Resignations

Classified

- Roberto Martinez Mosqueda, Substitute Custodian I, effective 05/24/24
- Jessica Wagner, Account Technician II: Accounts Payable – 8.0 hrs., Fiscal Services, effective 09/09/24

Management

- Danielle Alvarez, Fiscal Services Specialist – 8.0 hrs., Fiscal Services, effective 09/30/24

Termination due to Failure to Respond to Annual Notification

- Nesreen Almontaser, Substitute READY Program Tutor, effective 06/27/24
- Loren Braga, Substitute READY Program Tutor, effective 02/16/24
- Sonja Bursiaga, Substitute READY Program Tutor, effective 02/19/24
- Jessica Castro, Substitute Bilingual Clerk Typist II, Substitute Telephone Clerk and Translator: Oral Interpreter, effective 03/22/24
- Kevin Chesser, Substitute Yard Supervisor, effective 05/25/24

- Samantha Coons, Substitute Educational Tutor, K-8, effective 01/08/24
- Dominic Izquierdo, Substitute Custodian I, effective 04/21/24
- Mirandah Maciel, Substitute Yard Supervisor, effective 04/19/24
- Christy Meza, Substitute Yard Supervisor, effective 06/07/24
- Mayra Prieto Verduzco, Substitute Yard Supervisor, effective 04/05/24
- Aysia Rodriguez, Substitute Yard Supervisor, effective 05/23/24
- Fariba Rodriguez, Substitute Bilingual Clerk Typist I and READY Program Tutor, effective 04/17/24
- Elizabeth Stengel, Substitute Yard Supervisor, effective 02/08/24
- Angelica Zavala Soto, Substitute Bilingual Clerk Typist I, Translator: Oral Interpreter, and Translator: Written Translator, effective 11/06/23

Retirements

- Barbara Chasmar, Lead Food Service Worker – 8.0 hrs., Kennedy, effective 09/27/24

c) Volunteers

<u>Name</u>	<u>School</u>
Aura Anderson (HESD Employee)	Hamilton
Aurora Hernandez	Hamilton
Lesly Lopez Soriano	Hamilton
Maria Maravilla	Hamilton
Roy Ramirez	Hamilton/Kennedy
Celina Rodela	Hamilton
Christina Gonzales (HESD Employee)	Jefferson
Jamie Gudino	Jefferson
Brent Hanke (HESD Employee)	Jefferson
Oscar Tafolla (HESD Employee)	Jefferson
Jessica Womack	Jefferson
Laurence Womack	Jefferson
Sabrina Yopez	Jefferson
Brittaney Garate	Kennedy/Simas
Isabelle Madera	Kennedy
Doreen Richwine	King
Erika Rosales	King
Cecilia Ruiz	King
Alyssa Macias	Lincoln
Krystal Reyes	Monroe/Roosevelt
Kelsey Arias	Richmond
Miranda Cantu (HESD Employee)	Richmond
Jessica Aguirre	Roosevelt
Yolanda Gomes (HESD Employee)	Roosevelt
Sarai Ordonez (HESD Employee)	Roosevelt/Kennedy
Brittany Boes	Simas
Mia Castro	Simas
Latoya Jackson-Durrah	Simas
Julia Lofy	Simas
Katrina Martinez	Simas
Bree Anna Cuevas	Wilson/Monroe

Silvia Harris
Samuel Torres

Wilson
Wilson

6. FINANCIAL (Endo)
NONE

ADJOURN MEETING

HANFORD ELEMENTARY SCHOOL DISTRICT
AGENDA REQUEST FORM

TO: Joy Gabler
FROM: Jay Strickland
DATE: September 16, 2024

For: Board Meeting
 Superintendent's Cabinet
 Information
 Action

Date you wish to have your item considered: September 25, 2024

ITEM: Administrative Panel Recommendations

PURPOSE:

Case# 25-02 Roosevelt
Case# 25-03 Washington

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 09/16/2024

FOR: Board Meeting
 Superintendent's Cabinet

FOR: Information
 Action

Date you wish to have your item considered: 09/25/2024

ITEM:

Consider approval of warrants.

PURPOSE:

The administration is requesting the approval of the warrants as listed on the registers dated: 09/04/24, 09/06/24, 09/11/24 and 09/13/24.

FISCAL IMPACT:

See attached.

RECOMMENDATIONS:

Approve the warrants.

**Warrant Register For Warrants
Dated 09/04/2024**

Warrant Number	Vendor Number	Vendor Name	Amount
12755275	405	DASSEL'S PETROLEUM INC. – Materials/Supplies	\$1,047.79
12755276	7989	NOTHING BUNDT CAKES – Materials/Supplies	\$1,608.00
12755277	4541	STONEYS CONCRETE LLC – Materials/Supplies	\$6,588.00
12755278	5752	TEACHER CREATED RESOURCES – Materials/Supplies	\$1,582.00
12755279	3325	TOTAL IMAGE MOBILE DETAILING – Services/Repair	\$3,350.00
Total Amount of All Warrants:			\$14,175.79

Warrant Register For Warrants Dated 09/06/2024

Warrant Number	Vendor Number	Vendor Name	Amount
12755359	7173	AMERICAN FLAGS EXPRESS – Materials/Supplies	\$156.19
12755360	53	AMERICAN MUSIC COMPANY – Materials/Supplies	\$809.48
12755361	2698	ARNOLD'S TREE SERVICE – Services/Repair	\$3,200.00
12755362	3947	ATKINSON ANDELSON LOYA RUUD & ROMO – Other Services	\$703.50
12755363	91	AUTOMATED OFFICE SYSTEMS – Services/Repair	\$8,492.08
12755364	8465	JAKE BETTENCOURT – Reimburse-Other Services	\$100.00
12755365	7399	BIMBO BAKERIES USA – Food Services-Food	\$1,774.17
12755366	3178	ERIN BOLING – Reimburse-Materials/Supplies	\$200.00
12755367	8407	CALIFORNIA FINANCIAL PRINTING – Materials/Supplies	\$1,875.19
12755368	8461	CEN-CAL PRESSURE PROS LLC – Services/Repair	\$1,200.00
12755369	304	NICK CHAMPI ENTERPRISES INC. – Services/Repair	\$9,500.00
12755370	4713	STACEY CLAYCAMP – Reimburse-Materials/Supplies	\$200.00
12755371	5936	CHARLES COLE – Reimburse-Materials/Supplies	\$200.00
12755372	7284	LETICIA COLE – Reimburse-Mileage	\$9.00
12755373	4178	COOK'S COMMUNICATION – Materials/Supplies	\$621.30
12755374	5905	KATELYN CRUSE – Reimburse-Materials/Supplies	\$200.00
12755375	8221	DEMARIO CUEVAS – Reimburse-Mileage	\$56.28
12755376	3973	DANIELLE DARPLI – Reimburse-Mileage	\$22.98
12755377	405	DASSEL'S PETROLEUM INC. – Food Services-Materials/Supplies	\$680.71
12755378	8281	DAWN ELECTRIC INC. – Services/Repair	\$375.00
12755379	416	DEMCO INC. – Materials/Supplies	\$111.39
12755380	4815	DIGITECH INTEGRATIONS INC – Materials/Supplies, Other Services	\$1,950.58
12755381	7456	EIDE BAILLY LLP – Other Services	\$8,000.00
12755382	502	ENTERPRISE RENT A CAR – Services/Repair	\$793.07
12755383	1393	GAS COMPANY – Utilities	\$1,384.52
12755384	591	GOLD STAR FOODS – Food Services-Food	\$44,425.63
12755385	620	GRISWOLD LASALLE COBB DOWD – Other Services	\$680.00
12755386	7673	STEPHEN L. HAHN INSPECTIONS -JFK/WW HVAC & Solar Projects	\$7,850.00
12755387	2188	THE HOME DEPOT PRO – Materials/Supplies	\$3,760.30
12755388	8257	IMPERIAL BAG & PAPER CO LLC – Food Services-Materials/Supplies	\$6,777.34
12755389	8237	THE KARATE SCHOOL – Other Services	\$20,134.00
12755390	4846	KINGS AREA RURAL TRANSIT – Other Services	\$50.00
12755391	6997	KIT CARSON UNION ELEMENTARY – Other Services	\$2,500.00
12755392	2033	ROSEMARY LERMA – Reimburse-Materials/Supplies	\$200.00
12755393	912	MANGINI ASSOCIATES INC. – Monroe/JFK/Woodrow Projects	\$9,042.20
12755394	2909	MARCELA NICOLE NASH – Reimburse-Mileage	\$22.98
12755395	5793	NORTH STAR PHOTOGRAPHY – Materials/Supplies	\$740.03
12755396	7820	PLAY THERAPY SUPPLY LLC – Books	\$112.45
12755397	1168	PRODUCERS DAIRY PRODUCTS – Food Services-Food	\$16,469.08
12755398	7580	PRUDENTIAL OVERALL SUPPLY – Food Services-Other Services	\$244.30
12755399	7390	QUADIANT INC. – Services/Repair	\$1,120.15
12755400	1188	QUILL LLC – Warehouse Inventory	\$653.15
12755401	4827	RAYMOND GEDDES & CO. INC. – Materials/Supplies	\$361.41
12755402	1227	RENAISSANCE LEARNING INC. – Other Services	\$19,647.20
12755403	6499	VERONICA REYNOSO – Reimburse-Materials/Supplies	\$200.00
12755404	7346	RMA GEOSCIENCE INC. – WW/JFK/Washington Projects	\$7,438.55
12755405	1303	SAVE MART SUPERMARKETS – Food Services-Food	\$39.99
12755406	1349	SIERRA SCHOOL EQUIPMENT CO. – Materials/Supplies	\$1,233.38

Warrant Register For Warrants Dated 09/06/2024

Warrant Number	Vendor Number	Vendor Name	Amount
12755407	6368	SINCLAIR RESEARCH GROUP – Other Services	\$21,287.00
12755408	1801	SMART & FINAL STORES (HFD KIT) – Food Services-Food	\$64.91
12755409	1392	SOUTHERN CALIFORNIA EDISON CO. – Utilities	\$69,717.60
12755410	6785	SPY SCREEN & IMAGE PRINTING – Materials/Supplies	\$18,276.70
12755411	1403	STANISLAUS FOUNDATION – DENTAL – Health/Welfare Benefits	\$29,244.20
12755412	7846	SWAINE LEARNING SYSTEMS – Other Services	\$900.00
12755413	1444	SYSCO FOODSERVICES OF MODESTO – Food Services-Food	\$29,332.16
12755414	8203	MARILYN TAYLOR – Food Services-Reimbursement	\$66.95
12755415	5752	TEACHER CREATED RESOURCES – Materials/Supplies	\$126.76
12755416	8127	UPPER EDGE TECHNOLOGIES INC – Materials/Supplies	\$8,580.00
12755417	1547	VALLEY PUBLIC TELEVISION – Other Services	\$750.00
12755418	8466	ASHLYN VIDANA – Reimburse-Materials/Supplies	\$200.00
12755419	8467	VISUAL EDGE IT INC – Materials/Supplies	\$924.38
12755420	1603	WESTERN BUILDING MATERIALS – Materials/Supplies	\$142.12
12755421	1610	WHITE'S MUSIC CENTER – Materials/Supplies	\$1,289.02
12755422	6435	ZOHO CORP – Other Services	\$1,918.00
Total Amount of All Warrants:			\$369,137.38

Credit Card Register For Payments Dated 09/06/2024

Document Number	Vendor Number	Vendor Name	Amount
14039723	3335	BRIGHTLY SOFTWARE INC – Other Services	\$10,056.28
14039724	3089	COMMITTEE FOR CHILDREN – Materials/Supplies	\$535.18
14039725	7171	CONN DOORS – Services/Repair	\$10,263.25
14039726	5747	CRISIS PREVENTION INSTITUTE (C – Travel/Conference	\$13,497.00
14039727	7836	FOLLETT CONTENT SOLUTIONS LLC – Books	\$4,136.89
14039728	7035	GREAT MINDS – Other Services, Materials/Supplies	\$660.30
14039729	1111	J W PEPPER & SON INC – Books	\$688.53
14039730	827	LA TAPATIA TORTILLERIA INC. – Food Services-Food	\$2,321.40
14039731	831	LAKESHORE LEARNING MATERIALS – Materials/Supplies	\$55,060.34
14039732	5391	STARFALL EDUCATION – Other Services	\$355.00
14039733	2233	TERMINIX PROCESSING CENTER – Services	\$10,645.10
14039734	2405	WPS – Travel/Conference	\$600.00
Total Amount of All Credit Card Payments:			\$108,819.27

**Warrant Register For Warrants
Dated 09/11/2024**

Warrant Number	Vendor Number	Vendor Name	Amount
12755807	7380	TWIG EDUCATION INC. – Textbooks	\$5,284.26
Total Amount of All Warrants:			\$5,284.26

Warrant Register For Warrants Dated 09/13/2024

Warrant Number	Vendor Number	Vendor Name	Amount
12755917	13	DAWN ACOSTA – Reimburse-Materials/Supplies	\$36.64
12755918	8451	AJ NOVICK GROUP INC. – Other Services, Materials/Supplies	\$895.00
12755919	6306	KAREN ALVARADO – Reimburse-Mileage	\$29.08
12755920	8470	ANGELIQUE AMADOR – Reimburse-Other Services	\$39.00
12755921	6431	AMAZON.COM – Materials/Supplies	\$13,914.70
12755922	7230	ARDENT GENERAL INC – Woodrow Admin Project	\$483,403.85
12755923	113	BARNES AND NOBLE-5886056 – Books	\$34.27
12755924	1690	BATTERY SYSTEMS – Materials/Supplies	\$131.14
12755925	8471	KUBANI BROWN JR. – Reimburse-Other Services	\$25.90
12755926	3654	JOSEFA BUSTOS-PELAYO – Reimburse-Mileage	\$27.27
12755927	3973	DANIELLE DARPLI – Reimburse-Mileage	\$39.93
12755928	8281	DAWN ELECTRIC INC. – Services/Repair	\$2,390.00
12755929	6274	ANTHONY ECK – Reimburse-Other Services	\$300.00
12755930	8011	GAMETIME ATHLETICS – Materials/Supplies	\$2,829.26
12755931	5323	NATIVIDAD GEORGE – Reimburse-Materials/Supplies	\$200.00
12755932	599	GOPHER SPORT – Materials/Supplies	\$2,071.06
12755933	7592	HANFORD SENTINEL – Other Services	\$119.73
12755934	2188	THE HOME DEPOT PRO – Materials/Supplies	\$18,028.86
12755935	8220	IMAGE 2000 FRESNO – Materials/Supplies	\$4,460.53
12755936	7593	INCIDENT IQ LLC – Other Services	\$13,115.26
12755937	4597	IVS COMPUTER TECHNOLOGY – Equipment	\$5,287.15
12755938	7412	AUDRA JAURIGUI – Refund-Payroll	\$7.50
12755939	5990	KELLER FORD – Materials/Supplies	\$130.66
12755940	808	KINGS WASTE & RECYCLING – Utilities	\$2,392.70
12755941	808	KINGS WASTE & RECYCLING – Utilities	\$84.10
12755942	8453	INC. LUNCHASSIST – Other Services	\$13,790.00
12755943	7876	CASSONDRA MIMS – Reimburse-Materials/Supplies	\$200.00
12755944	2909	MARCELA NICOLE NASH – Reimburse-Mileage	\$31.09
12755945	6739	NEARPOD INC. – Other Services	\$3,990.00
12755946	1058	ODP BUSINESS SOLUTIONS LLC – Materials/Supplies	\$365.15
12755947	8210	PACIFIC SHREDDING – Services	\$230.00
12755948	3689	PIONEER VALLEY ED. PRESS – Other Services	\$34.20
12755949	7445	PRO-PT – Other Services	\$220.00
12755950	5620	ANGELA PROTZMAN – Reimburse-Mileage	\$31.49
12755951	7746	DANA RAULINO – Reimburse-Materials/Supplies	\$10.00
12755952	1227	RENAISSANCE LEARNING INC. – Other Services	\$15,255.00
12755953	8475	ANGELINA RICCIUTI – Reimburse-Other Services	\$25.00
12755954	8242	BRITTON ROBERTS – Reimburse-Materials/Supplies	\$195.88
12755955	3883	SHEREESE ROSE – Reimburse-Travel/Conference, Mileage	\$46.81
12755956	5287	TRACY RYAN – Reimburse-Materials/Supplies	\$158.05
12755957	1303	SAVE MART SUPERMARKETS – Food Services-Food	\$174.96
12755958	1801	SMART & FINAL STORES (HFD KIT) – Food Services-Food	\$43.06
12755959	7405	SOFTCHOICE CORPORATION – Other Services	\$70,566.41
12755960	2031	SOUTHWEST SCH & OFFICE SUPPLY – Warehouse Inventory	\$51,020.75
12755961	5622	JOANNA STONE – Reimburse-Mileage	\$38.59
12755962	2176	TOLEDO PHYSICAL EDUCATION – Materials/Supplies	\$567.43
12755963	3391	GRISELDA TORRES – Reimburse-Materials/Supplies	\$200.00
12755964	1521	UNITED REFRIGERATION INC. – Materials/Supplies	\$1,183.72

**Warrant Register For Warrants
Dated 09/13/2024**

Warrant Number	Vendor Number	Vendor Name	Amount
12755965	1780	UNITED RENTALS – Services/Repair	\$725.69
12755966	1554	SONIA VELO – Reimburse-Mileage	\$43.95
Total Amount of All Warrants:			\$709,140.82

Credit Card Register For Payments Dated 09/13/2024

Document Number	Vendor Number	Vendor Name	Amount
14039773	4876	BRAIN POP – Other Services	\$3,685.50
14039774	7171	CONN DOORS – Materials/Supplies	\$1,815.53
14039775	415	DELRAY TIRE & RETREADING INC. – Services/Repair	\$519.64
14039776	509	EWING IRRIGATION PRODUCTS – Materials/Supplies	\$3,423.60
14039777	7836	FOLLETT CONTENT SOLUTIONS LLC – Books	\$2,988.44
14039778	6573	IXL LEARNING – Other Services	\$2,700.00
14039779	2463	JONES SCHOOL SUPPLY CO. INC. – Materials/Supplies	\$3,564.60
14039780	831	LAKESHORE LEARNING MATERIALS – Materials/Supplies	\$7,493.72
14039781	7679	LEARNING WITHOUT TEARS – Other Services	\$11.00
14039782	1802	MEDALLION SUPPLY – Materials/Supplies	\$411.60
14039783	1002	MORGAN & SLATES INC. – Materials/Supplies	\$132.81
14039784	1035	NATIONAL SCHOOL PRODUCTS – Materials/Supplies	\$165.36
14039785	2524	ROCHESTER 100 INC. – Materials/Supplies	\$1,612.11
14039786	5391	STARFALL EDUCATION – Other Services	\$355.00
Total Amount of All Credit Card Payments:			\$28,878.91

Hanford Elementary School District
Minutes of the Regular Board Meeting
September 11, 2024

Minutes of the Regular Board Meeting of the Hanford Elementary School District Board of Trustees on September 11, 2024, at the District Office Board Room, 714 N. White Street, Hanford, CA.

Call to Order President Strickland called the meeting to order at 5:30 p.m. Trustee Garner, Garcia, Hernandez and Revious were present.

HESD Managers Present Joy C. Gabler, Superintendent, and the following administrators were present: Kristina Baldwin, Cristy Goins, Lindsey Calvillo, David Endo, David Goldsmith, Lindsay Hastings, Robert Heugly, Rick Johnston, Jaime Martinez, William Potter, Cynthia Pursell, Jill Rubalcava, Cruz Sanchez-Leal and Jay Strickland.

PRESENTATION, REPORTS AND COMMUNICATIONS

Public Comments None

Board and Staff Comments Rick Johnston, Principal of Community Day School, presented the Board with painting of twin towers 9/11 monument that CDS students had painted today.

Requests to Address the Board None

Dates to Remember President Strickland reviewed dates to remember: Elementary Football & Softball Games – September 23rd, Regular Board Meeting – September 25th.

Student Highlight Lee Richmond Elementary - Joaquin Guzman & Jaxson Joyce
 Lindsey Calvillo, Principal at Lee Richmond and Rick Johnson, Director of Athletics, presented Joaquin Guzman and Jaxon Joyce with a medal. Under the direction of Coach Andrew Martinez, Lee Richmond 1st grade teacher, Joaquin and Jaxson qualified and participated in the State Track Championships in Oakland, California in July to throw the javelin. Joaquin scored his personal record at the State Championships throwing the javelin 109.5 ft to squeeze into 5th place. Jaxson took 4th in his division and also qualified for Nationals. Jaxson and his family traveled to all the way to Texas A & M where Jaxson gave his best effort and finished 23rd out of 61 competitors. He is the 23rd best javelin thrower in the USA for his age group.

Public Hearing: Instructional Materials At 5:43 p.m. President Strickland opened the Public Hearing: Instructional Materials Funding Realignment Program.

Jill Rubalcava, Assistant Superintendent of Curriculum, stated this is the annual review to ensure all of our Hanford Elementary School District students have enough instructional material. She attested that all of our student have enough instructional material.

President Strickland called for questions from the public, there being none the Public Hearing was closed at 5:43 p.m.

CONSENT ITEMS

Trustee Garcia made a motion to take consent items "a" through "d" together. Trustee Hernandez seconded; motion carried 5-0:

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

Trustee Garcia then made a motion to approve consent items "a" through "d". Trustee Hernandez seconded; motion carried 5-0:

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

The items approved are as follows:

- a) Warrant listings dated August 21, 2024; August 23, 2024; August 28, 2024 and August 30, 2024.
- b) Minutes of the Regular Board Meeting held on August 28, 2024.
- c) Interdistrict transfers as recommended.
- d) Approve donation of alto saxophone from J. Martinez to JFK Band Program.

INFORMATION ITEMS

- AR 5121** a) Jill Rubalcava, Assistant Superintendent of Curriculum, presented for information the revised Administrative Regulation 5121 – Grades/Evaluation of Student Achievement.
- BP 6170.1** b) Jill Rubalcava, Assistant Superintendent of Curriculum, presented for information the revised Board Policy 6170.1 – Transitional Kindergarten.
- BP 6179** c) Jill Rubalcava, Assistant Superintendent of Curriculum, presented for information the revised Board Policy 6179 – Supplemental Instruction.
- BP/AR 4030** d) Jaime Martinez, Assistant Superintendent of Human Resources, presented for information the revised Board Policy and Administrative Regulation 4030 – Nondiscrimination in Employment.
- BP 4033** e) Jaime Martinez, Assistant Superintendent of Human Resources, presented for information the revised Board Policy 4033 – Lactation Accommodation.

**BP/AR
4119.11/
4219.11/
4319.11** f) Jaime Martinez, Assistant Superintendent of Human Resources, presented for information the revised Board Policy and Administrative Regulation 4119.11/4219.11/4319.11 – Sex Discrimination and Sex-Based Harassment.

**AR/E 4119.12/
4219.12/
4319.12** g) Jaime Martinez, Assistant Superintendent of Human Resources, presented for information the new Administrative Regulation and Exhibit 4119.12/4219.12/4319.12 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures.

BOARD POLICIES AND ADMINISTRATION

**Resolution
#10-25** a) Trustee Garcia made a motion to adopt Resolution #10-25: Regarding Absent Board Member Compensation – L. Hernandez. Trustee Revious seconded; motion carried 5-0:
Garcia – Yes
Garner – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes

**Resolution
#03-25** b) Trustee Garner made a motion to adopt Resolution #03-25: Pertaining to the Sufficiency of Instructional Materials. Trustee Hernandez seconded; motion carried 5-0:
Garcia – Yes
Garner – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes

P.A.T.Y. Studio c) Trustee Garcia made a motion to approve the Consultant Contract with P.A.T.Y. Studio to provide weekly dance instruction for Grades 1-8 at Jefferson Academy. Trustee Revious seconded; motion carried 5-0:
Garcia – Yes
Garner – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes

**Funding
Categorical Aid
Programs** d) Trustee Revious made a motion to approve the Consolidated Application for Funding Categorical Aid Programs (Summer 2024 Release for the 24-25 school year). Trustee Hernandez seconded; motion carried 5-0:
Garcia – Yes
Garner – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes

ESSER III

- e) Trustee Garcia made a motion to adopt the revised Hanford Elementary School District Elementary and Secondary School Emergency Relief (ESSER III) updated expenditure plan. Trustee Garner seconded; motion carried 5-0:
Garcia – Yes
Garner – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes

Ana Soto Grant

- f) Trustee Garcia made a motion to approve a Memorandum of Understanding with Ana Soto Grant "Live the Life you Create LLC" to provide clinical supervision for Social Workers. Trustee Revious seconded; motion carried 5-0:
Garcia – Yes
Garner – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes

Melissa Lincicum

- g) Trustee Garcia made a motion to accept Melissa Lincicum as the HESD's representative to the SELPA Community Advisory Committee. Trustee Hernandez seconded; motion carried 5-0:
Garcia – Yes
Garner – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes

PERSONNEL

Trustee Revious made a motion to take Personnel items "a" through "d" together. Trustee Garcia seconded; the motion carried 5-0:

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

Trustee Revious then made a motion to approve Personnel items "a" through "d". Trustee Garcia seconded; the motion carried 5-0:

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

**Item "a" –
Employment**

The following items were approved:

Classified

- Sara Rubio-Dreading, Yard Supervisor – 2.0 hrs., Jefferson, effective 8/26/24

Classified Temps/Subs

- Angelique Amador, Substitute Yard Supervisor, effective 9/3/24
- Lea Cano, Substitute Yard Supervisor, effective 8/27/24
- Dakota Corona, Substitute Yard Supervisor, effective 8/26/24
- Mishaelynn Stephens, Substitute READY Program Tutor, effective 8/22/24

Short Term Classified

- Bertha Martin, Short-Term Bilingual Clerk Typist II – 8.0 hrs., Monroe, effective 9/9/24-11/1/24
- Janet Pimentel, Short-Term Yard Supervisor – 3.5 hrs., Richmond, effective 8/26/24-9/27/24

Item "b" – Resignations

- Audrey Dragt, Substitute READY Program Tutor, effective 5/30/24

Item "c" – Resolution #09-25

Adopt Resolution No. 09-25 – Junior High Teacher Credentials and Assignments

- See attached

Item "d" – Volunteers

<u>Name</u>	<u>School</u>
Elizabeth Jackson (HESD Employee)	Jefferson/Simas
Lauree Pacheco	Jefferson
Elias Estrada (HESD Employee)	Lincoln
Eunhae Roldan	Simas
Donald Bunyard	Wilson
Cynthia Rivera-Campos	Wilson/King

FINANCIAL

Resolution # 06-25

h) Trustee Garcia made a motion adopt Resolution #06-25: Accounting of Developer Fees. Trustee Revious seconded; motion carried 5-0:
 Garcia – Yes
 Garner – Yes
 Hernandez – Yes
 Revious – Yes
 Strickland – Yes

Adjournment

There being no further business, President Strickland adjourned the meeting at 5:56 p.m.

Respectfully submitted,

Joy C. Gabler,
Secretary to the Board of Trustees

Approved:

Greg Strickland, President

Lupe Hernandez, Clerk

No	A/D	Sch Req'd	Home Sch	Date
I-240	A	Simas	Pioneer	9/16/2024
I-241	A	Simas	Pioneer	9/16/2024
I-242	A	Richmond	Armona	9/19/2024

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy Gabler

FROM: Lindsey Calvillo

DATE: 09/06/2024

FOR: Board Meeting
 Superintendent's Cabinet

FOR: Information
 Action

Date you wish to have your item considered: September 25, 2024

ITEM: Donation of: 384 student backpacks and \$500 shop card from: Hanford Costco Warehouse.

PURPOSE: Backpacks will be donated to our Lee Richmond students and the shop card will be used to buy food items not carried by the District Kitchen for our Panther of the Month Celebrations (Bacon).

FISCAL IMPACT: None

RECOMMENDATIONS: Approve

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Blanca Martinez

DATE: 9/6/2024

FOR: Board Meeting
 Superintendent's Cabinet

FOR: Information
 Action

Date you wish to have your item considered: September 25, 2024

ITEM: Donation of 4 Teacher Supply Boxes for 4 classrooms. Donation from Kids in Need Foundation.

PURPOSE: Accept donation from Kids in Need Foundation.

FISCAL IMPACT:

RECOMMENDATIONS: Action to approve

HANFORD ELEMENTARY SCHOOL DISTRICT

Agenda Request Form

TO: Joy Gabler
FROM: Lindsay Hastings
DATE: 9/12/24
FOR: (X) Board Meeting
() Superintendent's Cabinet
FOR: () Information
(X) Action

Date you wish to have your item considered: September 25, 2024

ITEM: Consider approval of donations to Washington School from: Reading is Fundamental, 200 literacy kits. Value of \$5200.00 total.

PURPOSE: To be provided to Washington students.

FISCAL IMPACT:

None.

RECOMMENDATION: Approve donation.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 09/16/2024

FOR: Board Meeting
 Superintendent's Cabinet

FOR: Information
 Action

Date you wish to have your item considered: 09/25/2024

ITEM:

Receive for information monthly financial reports for the period of 07/01/2024-08/31/2024.

PURPOSE:

Attached are financial summaries for all of the District's funds for the period of 07/01/2024-08/31/2024.

FISCAL IMPACT:

The financial reports are informational only.

RECOMMENDATIONS:

Receive the monthly financial reports.

13 Hanford Elementary School District
Fiscal Year: 2025
Requested by dendo

Fiscal Position Report
August 2024

9/17/2024 10:19:03AM

Fund: 0100 General Fund

		August Amount	YTD Amount	Revised Budget	% of Budget	% Remain
BEGINNING BALANCE						
Net Beginning Balance	9791-9795		\$54,620,284.29	\$53,650,531.42		
REVENUES						
1) LCFF Sources	8010-8099	\$3,544,231.35	\$6,812,005.35	\$76,673,151.00	8.88	91.12
2) Federal Revenues	8100-8299	\$16,002.00	\$394,172.03	\$7,083,198.95	5.56	94.44
3) Other State Revenues	8300-8599	\$584,442.00	\$1,466,018.01	\$14,971,506.50	9.79	90.21
4) Other Local Revenues	8600-8799	\$212,848.93	\$409,000.24	\$4,913,322.10	8.32	91.68
5) Total, Revenues		\$4,357,524.28	\$9,081,195.63	\$103,641,178.55	8.76	91.24
EXPENDITURES						
1) Certificated Salaries	1000-1999	\$3,557,481.48	\$3,810,796.78	\$40,469,777.02	9.42	90.58
2) Classified Salaries	2000-2999	\$1,377,468.43	\$2,319,494.44	\$17,018,579.33	13.63	86.37
3) Employee Benefits	3000-3999	\$1,421,123.36	\$1,913,236.41	\$27,350,628.21	7.00	93.00
4) Books and Supplies	4000-4999	\$1,977,096.27	\$2,089,914.88	\$5,963,274.60	35.05	64.95
5) Services, Oth Oper Exp	5000-5999	\$1,151,377.33	\$1,852,795.61	\$7,532,081.51	24.60	75.40
6) Capital Outlay	6000-6999	\$716,587.69	\$734,309.69	\$4,392,859.85	16.72	83.28
7) Other Outgo(excl. 7300`s)	7100-7499	\$55,002.49	\$101,999.49	\$3,208,463.28	3.18	96.82
8) Direct/Indirect Support	7300-7399	\$0.00	\$0.00	(\$100,000.00)	0.00	100.00
9) Total Expenditures		\$10,256,137.05	\$12,822,547.30	\$105,835,663.80	12.12	87.88
OTHER FINANCING SOURCES/USES						
1) Transfers						
B) Transfers Out	7610-7629	\$0.00	\$0.00	\$294,096.00	0.00	100.00
2) Other Sources/Uses						
A) Sources	8930-8979	\$0.00	\$0.00	\$605,710.60	0.00	100.00
3) Contributions	8980-8999	\$0.00	\$0.00	\$0.00	0.00	100.00
4) Total, Other Financing Sources/Uses		\$0.00	\$0.00	\$311,614.60	0.00	100.00
NET INCREASE (DECREASE) IN FUND BALANCE		(\$5,898,612.77)	(\$3,741,351.67)	(\$1,882,870.65)		
ENDING FUND BALANCE			\$50,878,932.62	\$51,767,660.77		

13 Hanford Elementary School District
Fiscal Year: 2025
Requested by dendo

Fiscal Position Report

August 2024

Fund: 0800 Student Activity Special Revenue Fund

	August Amount	YTD Amount	Revised Budget	% of Budget	% Remain
BEGINNING BALANCE					
Net Beginning Balance 9791-9795		\$25,365.81	\$19,771.20		
NET INCREASE (DECREASE) IN FUND BALANCE					
	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>		
ENDING FUND BALANCE					
		<u>\$25,365.81</u>	<u>\$19,771.20</u>		

13 Hanford Elementary School District
Fiscal Year: 2025
Requested by dendo

Fiscal Position Report

August 2024

Fund: 0900 Charter Schools Fund

	August Amount	YTD Amount	Revised Budget	% of Budget	% Remain
BEGINNING BALANCE					
Net Beginning Balance 9791-9795		\$63.44	\$62.13		
NET INCREASE (DECREASE) IN FUND BALANCE					
	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>		
ENDING FUND BALANCE					
		<u>\$63.44</u>	<u>\$62.13</u>		

13 Hanford Elementary School District
Fiscal Year: 2025
Requested by dendo

Fiscal Position Report

August 2024

Fund: 1300 Cafeteria Fund

		August Amount	YTD Amount	Revised Budget	% of Budget	% Remain
BEGINNING BALANCE						
Net Beginning Balance	9791-9795		\$4,445,781.13	\$4,527,535.89		
REVENUES						
2) Federal Revenues	8100-8299	\$0.00	\$0.00	\$3,922,297.00	0.00	100.00
3) Other State Revenues	8300-8599	\$0.00	\$0.00	\$1,275,407.00	0.00	100.00
4) Other Local Revenues	8600-8799	\$0.00	\$66.95	\$142,153.00	0.05	99.95
5) Total, Revenues		\$0.00	\$66.95	\$5,339,857.00	0.00	100.00
EXPENDITURES						
2) Classified Salaries	2000-2999	\$135,132.27	\$182,617.27	\$1,549,952.00	11.78	88.22
3) Employee Benefits	3000-3999	\$40,912.31	\$62,424.78	\$651,866.00	9.58	90.42
4) Books and Supplies	4000-4999	\$103,536.81	\$109,876.30	\$2,552,085.21	4.31	95.69
5) Services, Oth Oper Exp	5000-5999	\$13,273.43	\$13,630.95	\$154,778.72	8.81	91.19
6) Capital Outlay	6000-6999	\$0.00	\$0.00	\$228,000.00	0.00	100.00
8) Direct/Indirect Support	7300-7399	\$0.00	\$0.00	\$100,000.00	0.00	100.00
9) Total Expenditures		\$292,854.82	\$368,549.30	\$5,236,681.93	7.04	92.96
NET INCREASE (DECREASE) IN FUND BALANCE		(\$292,854.82)	(\$368,482.35)	\$103,175.07		
ENDING FUND BALANCE			\$4,077,298.78	\$4,630,710.96		

13 Hanford Elementary School District
Fiscal Year: 2025
Requested by dendo

Fiscal Position Report

August 2024

Fund: 1400 Deferred Maintenance Fund

		August Amount	YTD Amount	Revised Budget	% of Budget	% Remain
BEGINNING BALANCE						
Net Beginning Balance	9791-9795		\$232,523.66	\$198,725.52		
REVENUES						
1) LCFF Sources	8010-8099	\$0.00	\$0.00	\$300,000.00	0.00	100.00
4) Other Local Revenues	8600-8799	\$0.00	\$0.00	\$6,825.00	0.00	100.00
5) Total, Revenues		\$0.00	\$0.00	\$306,825.00	0.00	100.00
EXPENDITURES						
5) Services, Oth Oper Exp	5000-5999	\$35,283.00	\$89,348.00	\$320,250.52	27.90	72.10
6) Capital Outlay	6000-6999	\$0.00	\$0.00	\$185,300.00	0.00	100.00
9) Total Expenditures		\$35,283.00	\$89,348.00	\$505,550.52	17.67	82.33
NET INCREASE (DECREASE) IN FUND BALANCE		(\$35,283.00)	(\$89,348.00)	(\$198,725.52)		
ENDING FUND BALANCE			\$143,175.66	\$0.00		

13 Hanford Elementary School District
Fiscal Year: 2025
Requested by dendo

Fiscal Position Report
August 2024

9/17/2024 10:19:03AM

Fund: 1500 Pupil Transportation Equip

		August Amount	YTD Amount	Revised Budget	% of Budget	% Remain
BEGINNING BALANCE						
Net Beginning Balance	9791-9795		\$475,593.10	\$468,999.63		
REVENUES						
4) Other Local Revenues	8600-8799	\$0.00	\$0.00	\$14,000.00	0.00	100.00
5) Total, Revenues		\$0.00	\$0.00	\$14,000.00	0.00	100.00
EXPENDITURES						
6) Capital Outlay	6000-6999	\$0.00	\$0.00	\$196,630.86	0.00	100.00
9) Total Expenditures		\$0.00	\$0.00	\$196,630.86	0.00	100.00
OTHER FINANCING SOURCES/USES						
1) Transfers						
A) Transfers In	8910-8929	\$0.00	\$0.00	\$100,000.00	0.00	100.00
4) Total, Other Financing Sources/Uses		\$0.00	\$0.00	\$100,000.00	0.00	100.00
NET INCREASE (DECREASE) IN FUND BALANCE		\$0.00	\$0.00	(\$82,630.86)		
ENDING FUND BALANCE			\$475,593.10	\$386,368.77		

13 Hanford Elementary School District
Fiscal Year: 2025
Requested by dendo

Fiscal Position Report

August 2024

Fund: 2000 SPECIAL RESERVE FUND FOR OTHER POSTE

		August Amount	YTD Amount	Revised Budget	% of Budget	% Remain
BEGINNING BALANCE						
Net Beginning Balance	9791-9795		\$14,428,373.42	\$14,148,699.50		
REVENUES						
4) Other Local Revenues	8600-8799	\$0.00	\$0.00	\$350,000.00	0.00	100.00
5) Total, Revenues		\$0.00	\$0.00	\$350,000.00	0.00	100.00
OTHER FINANCING SOURCES/USES						
1) Transfers						
A) Transfers In	8910-8929	\$0.00	\$0.00	\$194,096.00	0.00	100.00
4) Total, Other Financing Sources/Uses		\$0.00	\$0.00	\$194,096.00	0.00	100.00
NET INCREASE (DECREASE) IN FUND BALANCE		\$0.00	\$0.00	\$544,096.00		
ENDING FUND BALANCE			\$14,428,373.42	\$14,692,795.50		

13 Hanford Elementary School District
Fiscal Year: 2025
Requested by dendo

Fiscal Position Report
August 2024

9/17/2024 10:19:03AM

Fund: 2500 CapitalFacilities Fund

		August Amount	YTD Amount	Revised Budget	% of Budget	% Remain
BEGINNING BALANCE						
Net Beginning Balance	9791-9795		\$2,296,680.84	\$2,275,053.65		
REVENUES						
4) Other Local Revenues	8600-8799	\$35,264.52	\$91,118.41	\$410,000.00	22.22	77.78
5) Total, Revenues		\$35,264.52	\$91,118.41	\$410,000.00	22.22	77.78
EXPENDITURES						
5) Services, Oth Oper Exp	5000-5999	\$55,860.00	\$55,860.00	\$80,000.00	69.83	30.18
9) Total Expenditures		\$55,860.00	\$55,860.00	\$80,000.00	69.83	30.18
OTHER FINANCING SOURCES/USES						
1) Transfers						
B) Transfers Out	7610-7629	\$788,128.94	\$788,128.94	\$350,333.94	224.97	(124.97)
4) Total, Other Financing Sources/Uses		(\$788,128.94)	(\$788,128.94)	(\$350,333.94)	224.97	(124.97)
NET INCREASE (DECREASE) IN FUND BALANCE		(\$808,724.42)	(\$752,870.53)	(\$20,333.94)		
ENDING FUND BALANCE			\$1,543,810.31	\$2,254,719.71		

13 Hanford Elementary School District
Fiscal Year: 2025
Requested by dendo

Fiscal Position Report

August 2024

9/17/2024 10:19:03AM

Fund: 3500 SCHOOL FACILITY PROGRAM

		August Amount	YTD Amount	Revised Budget	% of Budget	% Remain
BEGINNING BALANCE						
Net Beginning Balance	9791-9795		\$4,747,489.93	\$4,630,508.63		
REVENUES						
3) Other State Revenues	8300-8599	\$0.00	\$0.00	\$4,319,211.00	0.00	100.00
4) Other Local Revenues	8600-8799	\$0.00	\$0.00	\$70,000.00	0.00	100.00
5) Total, Revenues		\$0.00	\$0.00	\$4,389,211.00	0.00	100.00
EXPENDITURES						
5) Services, Oth Oper Exp	5000-5999	\$0.00	\$0.00	\$0.00	0.00	100.00
6) Capital Outlay	6000-6999	\$7,736.85	\$15,213.81	\$11,064,979.48	0.14	99.86
9) Total Expenditures		\$7,736.85	\$15,213.81	\$11,064,979.48	0.14	99.86
OTHER FINANCING SOURCES/USES						
1) Transfers						
A) Transfers In	8910-8929	\$788,128.94	\$788,128.94	\$1,850,333.94	42.59	57.41
3) Contributions	8980-8999	\$0.00	\$0.00	\$0.00	0.00	100.00
4) Total, Other Financing Sources/Uses		\$788,128.94	\$788,128.94	\$1,850,333.94	42.59	57.41
NET INCREASE (DECREASE) IN FUND BALANCE		\$780,392.09	\$772,915.13	(\$4,825,434.54)		
ENDING FUND BALANCE			\$5,520,405.06	(\$194,925.91)		

13 Hanford Elementary School District
Fiscal Year: 2025
Requested by dendo

Fiscal Position Report

August 2024

Fund: 4000 Special Reserve - Capital Outlay

		August Amount	YTD Amount	Revised Budget	% of Budget	% Remain
BEGINNING BALANCE						
Net Beginning Balance	9791-9795		\$10,996,629.41	\$12,963,975.25		
REVENUES						
4) Other Local Revenues	8600-8799	\$0.00	\$0.00	\$190,000.00	0.00	100.00
5) Total, Revenues		\$0.00	\$0.00	\$190,000.00	0.00	100.00
EXPENDITURES						
6) Capital Outlay	6000-6999	\$100,380.32	\$100,380.32	\$160,000.00	62.74	37.26
9) Total Expenditures		\$100,380.32	\$100,380.32	\$160,000.00	62.74	37.26
OTHER FINANCING SOURCES/USES						
1) Transfers						
A) Transfers In	8910-8929	\$0.00	\$0.00	\$0.00	0.00	100.00
B) Transfers Out	7610-7629	\$0.00	\$0.00	\$1,500,000.00	0.00	100.00
3) Contributions	8980-8999	\$0.00	\$0.00	\$0.00	0.00	100.00
4) Total, Other Financing Sources/Uses		\$0.00	\$0.00	(\$1,500,000.00)	0.00	100.00
NET INCREASE (DECREASE) IN FUND BALANCE		(\$100,380.32)	(\$100,380.32)	(\$1,470,000.00)		
ENDING FUND BALANCE			\$10,896,249.09	\$11,493,975.25		

13 Hanford Elementary School District
Fiscal Year: 2025
Requested by dendo

Fiscal Position Report

August 2024

Fund: 6720 Self-Insurance/Other

		August Amount	YTD Amount	Revised Budget	% of Budget	% Remain
BEGINNING BALANCE						
Net Beginning Balance	9791-9795		\$962,944.61	\$794,011.51		
REVENUES						
4) Other Local Revenues	8600-8799	\$19,580.00	\$38,010.00	\$855,200.00	4.44	95.56
5) Total, Revenues		\$19,580.00	\$38,010.00	\$855,200.00	4.44	95.56
EXPENDITURES						
5) Services, Oth Oper Exp	5000-5999	\$109,834.38	\$145,019.53	\$820,000.00	17.69	82.31
9) Total Expenditures		\$109,834.38	\$145,019.53	\$820,000.00	17.69	82.31
NET INCREASE (DECREASE) IN FUND BALANCE		<u>(\$90,254.38)</u>	<u>(\$107,009.53)</u>	<u>\$35,200.00</u>		
ENDING FUND BALANCE			<u>\$855,935.08</u>	<u>\$829,211.51</u>		

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy Gabler

FROM: Robert Heugly

DATE: September 16, 2024

For: Board Meeting
 Superintendent's Cabinet

For: Information
 Action

Date you wish to have your item considered: September 25, 2024

ITEM: 2024-2025 Hanford Elementary School District Local Control Accountability Plan Revisions

PURPOSE:

Included for your review is a copy of the district and county-approved Hanford Elementary School District LCAP. Kings County Office of Education asked for slight changes including, but not limited to:

- Additional Action Description language regarding unduplicated student groups
- Additional language in Goal 6 regarding Multiplier Equity Focus
- Slight language changes such as "low-income" to "SED"

Attached is a document reflecting KCOE's comments for clarification and the district response showing what changes were made after the board adopted the LCAP in June. There were no major changes. The LCAP is a document that details how school districts are addressing the State's eight priority areas with the augmented funding the State provides for disadvantaged students (English learners, foster youth, and economically disadvantaged).

The revised (District & County Approved) LCAP is also prominently displayed on the District's website at: https://resources.finalseite.net/images/v1694812266/hesdk12caus/h26zyp3arq0veegllsf8/2023_LCAPHE_SDUUpdatedperKCOE8-30-23_1.pdf

FISCAL IMPACT: The fiscal impact is detailed in the LCAP and was discussed at the public hearing on June 12, 2024.

RECOMMENDATION: Receive LCAP revisions for Information



September 13, 2024

Mr. Greg Strickland
Hanford Elementary School District
714 N. White Street
Hanford, CA 93230

RE: Approval Status of LCAP and Budget

Dear Board President,

The Kings County Office of Education is committed to supporting your district staff in providing the best education to the students you serve. To that end, and in accordance with Education Code Sections 52070 and 42127, we have reviewed your district's Local Control Accountability Plan (LCAP) and adopted budget of the school district for fiscal year 2024-25.

Education Code requires the County Superintendent to approve the LCAP or annual update for each school district after determining all of the following:

- The LCAP adheres to the template adopted by the State Board of Education.
- The budget includes expenditures sufficient to implement the specific actions and strategies included in the LCAP.
- The LCAP adheres to the expenditure requirements for funds apportioned on the basis of the number and concentration of unduplicated students pursuant to Sections 42238.02 and 42238.03.

Education Code also requires the County Superintendent to approve, conditionally approve, or disapprove the adopted final budget for each school district after doing the following:

- Examine the adopted budget to determine whether it complies with the standards and criteria established pursuant to Section 33127 and identify any technical corrections needed to bring the budget into compliance with those standards and criteria.
- Determine whether the adopted budget will allow the district to meet its financial obligations during the current fiscal year and is consistent with a financial plan that will enable the district to satisfy its multi-year financial commitments.
- Determine whether the adopted budget includes the expenditures necessary to implement the LCAP or annual update to the LCAP.

LCAP Approval

Based upon our review, **KCOE approves the 2024-25 District LCAP**. Clarifying questions were sent to district management. The district has provided responses to the LCAP clarifications answering KCOE's questions. We have requested the district to submit the LCAP reflecting the clarifications to the Governing Board for informational purposes.

Budget Approval

Ed Code 42127(d)(2) only allows the County Superintendent to approve the budget once the LCAP has been approved. From our analysis, and after we have approved the LCAP, based on the district budget reports and projections provided, we conclude that;

- The district has met the criteria and standards
- The district will meet its financial obligations in the current year based on the district's multi-year projection.

Based on our analysis and review, **KCOE approves the 2024-25 District Adopted Budget**.

Further Information

State regulations require a school district to determine the cost of salary settlements with certificated and/or classified bargaining units and provide County Offices of Education with an analysis of the costs when negotiations are completed. The Governing Board must certify as to the validity of the analysis. The Superintendent and Chief Business Official are required to certify the district's ability to fund the agreement. We ask that your business office submit the analysis, disclosures, and certifications as required.

Assembly Bill (AB) 2756 requires school districts to submit copies of any study or report that indicate signs or symptoms of fiscal distress to the county office of education. Should the district acquire any such reports or studies during the fiscal year, please submit them to District Business Services as soon as they are available.

If you have any questions about the LCAP, please contact Gen Almanzar, Director of Strategic Support and Continuous Improvement at (559) 589-7035. If you have any questions about the adopted budget, please contact Maria Contreras, Director of District Business Services, at (559) 589-7043.

Sincerely,



Todd Barlow
Kings County Superintendent of Schools

cc: Joy Gabler, Superintendent; David Endo, CBO

KCOE: Joy Santos, Assistant Superintendent, Educational Services; Jamie Dial, Assistant Superintendent, Business Services

LCAP Item	(F)iscal or (P)rogram	Original Clarification (p #)	KCOE Notes/Comments/Follow up	LEA Response
Budget Overview for Parents (BOP)				
LCAP Annual Update				
2.09	P	Annual Update, Goal 3, Measuring and Reporting Results: Goal 3: - Priority 1: Appropriately assigned not addressed (p 24) - Add HESD Teacher Survey data (p 24) - Priority 6: Add Dataquest data to match desired outcome (p 30)		added language: 269 Teachers Assigned Appropriately (99.63%) 1 Teacher Misassigned (0.37%) Added teacher survey data Added dataquest data for both Suspension and Chronic Absentecism
2.09	P	Annual Update, Goal 4, Measuring and Reporting Results: - Add 23-24 teacher safety and school connectedness data from Year 3 outcome, otherwise we cannot see effectiveness (p 39-40)		Added language with data based on teacher survey data regarding teacher safety and school connectedness.
2.14	P	Annual Update, Goal 2, Goal Analysis, Prompt 3: - Consider discussing the pivot, because CA Dashboard Desired Outcomes for 2023-24 were not met. However, it sounds like success is based on other factors (p 22)		Added this language: In looking above at 2023-2024 Desired Outcome, which were created at the beginning of (understanding the severity COVID would have on academics, HESD did not met all of it's 2023-2024 Desired C the past two year, HESD has made great strides in closing the learning gap that happened due to COVID. The l scores have increased, and in some cases, have surpassed pre-COVID levels.
2.14	P	Annual Update, Goal 3, Goal Analysis, Prompt 3: - Is success based on teacher surveys? Not sure because data is not provided. Looking at prompt #1, the challenge was induction but the induction metric showed 100%. If it was credentialing and appropriately assigned we would need appropriate data with the total number of teachers and assignments. It seems like prompt 1 somewhat contradicts prompt 3 or we are just missing info. (p 28)		Modified language a little to clarify as well as added teacher survey data.
2.14	P	- Beginning with the development of the 2024-25 LCAP, the LEA must change actions that have not proven effective over a three-year period" - not sure this addresses whether this goal was effective overall. Explicitly call out whether actions were effective or ineffective. If ineffective, we should see changes in prompt 4. If effective, further explanation is required. (p 42-44)		Modified language to mention effectiveness and to highlight the data showing effectiveness.
2.15	P	Annual Update, Goal 1, Goal Analysis, Prompt 4: - Describe any changes made to this goal, expected outcomes, metrics... 1) Need to discuss change - adding priority 4 (p 11) 2) 1.4 shows the same budgeted amounts. Not sure if we want to keep the explanation. (p.11)		1) Added this: *Metric 1.1: Added Priority 4: Pupil Achievement as measured by: CAASPP Data: ELA & Math LCAP. The actions 1.1, 1.2, 1.3, and 1.4 all have an effect on the academic scores of students, and adding this p to track progress of student achievement. 2) deleted 1.4 language since it's the same amount budgeted.
2.15	P	Annual Update, Goal 2, Goal Analysis, Prompt 4: - Since Desired Outcomes for 2023-24 were not met, what changes will occur to ensure success in the new LCAP? (p 23)		Added some language to describe no big changes to goals, metrics, or actions.
2.16	P	Annual Update, Goal 4, Goal Analysis, Prompt 4: - Goal/action did not seem successful overall. What change will be made to carry this over? (this note based on prompt 3) (p 44-45)		Added some language to describe no big changes to goals, metrics, or actions.
Plan Summary				
Engaging Educational Partners				
Goals and Actions				
5.15	P	Measuring and Reporting Results, All Actions: - Consider choosing one naming convention for student group name: SED OR Low Income in all areas (Example: low income on p 29; SED on p 43)		Made the change to all the metrics in each goal to match and say SED and EL.
5.15	P	Priority 4: - CAST/Science not reported or not located		Added CAST (priority 4) to Goal 2 (metric 2.5)
5.15	P	Measuring and Reporting Results, Goal 3: - Priority 1: Yr 3 Target needs to be broken out (credentialed/appropriately assigned) (p 51)		Broke this apart
5.15	P	Measuring and Reporting Results, Goal 3: - Priority 6: Need to measure effectiveness for Staff (Qualitatively or Quantitatively) (p 64-65)		Added quantatative data (Goal 4)
5.15	P	Measuring and Reporting Results, Goal 4: - Check metric 4.8 box may be checked or call DTS to remove (no info) (p 65)		No longer shows 4.8 in DTS.
5.15	P	Measuring and Reporting Results, Goal 4: - Cite Data Source 1) Metric: 4.2 (p 59) 2) Metric: 4.3 (p 59) 3) Metric: 4.5 (p 60)		Cited data sources
5.15	P	Measuring and Reporting Results, Goal 1: - Metric 1.3 mentions PE (but missing number of students) in Target 3, and needs to be included in the baseline (p 32)		reworded since all students received PE.

5.15	P	Measuring and Reporting Results, Goal 1, 3, 4, 5, & 6: - Consider reviewing outcomes for the following metrics as they appear to be less than the baseline: 1.1 (ELPI) (Pg. 29) 1.3 (p 32-33) 1.4 (p 33-34) 3.1 (p 51) 4.6 (p 60-66) 5.1 (p 69-70) 5.3 (p 71-72) 6.1 survey information (p 77-83)	1.1: For ELPI, left at 50% Outcome. Last year was a huge increase to achieve 62.8%, and almost all years prior 1.3: Left numbers alone since we want at least that many students in Art and Music. 1.4: These survey results is what we want to maintain in hopes of responses are above our cut points. 3.1: Added % data. It's lower than baseline, but it's the criteria we want/hope to hit maintain. 4.6: It's the criteria we want/hope to hit maintain. 5.1: It's the criteria we want/hope to hit maintain. 5.3: It's the criteria we want/hope to hit maintain. 6.1: It's the criteria we want/hope to hit maintain.
5.15	P	Measuring and Reporting Results, Goal 1: - Page 29: Metric 1.1 goes down by 12.8% from baseline and has lengthy additional description. In the metric, the CAASPP scores for this mentions student groups within the district, but they do not mention reds at school sites. In the IIS section, Action 1.1 is directed toward all "red" groups at school sites. (p 85-89)	Added all the REDs from Schools to Metric 1.1 and in the Desired Outcome of 1.1
5.27	P	Actions: Required actions for LTELS- "If an LEA has both 30 or more ELs and 15 or more LTELS, the LEA must include actions for both ELs and LTELS." - Missing LTEL Action	Added a separate 2.6 action. Also adjusted language throughout the LCAP reflecting this additional on goal 2.6
5.28	P	Action 2.4 - If this is your EL action (p 48-49), you may want to consider expanding the description between base and supplemental services and supports. Services or supports for LTELS must be delineated from ELs in the description or called out in a separate action.	Added a separate 2.6 action. Also adjusted language throughout the LCAP reflecting this additional on goal 2.6
5.29	P	Actions- DA (SWD)- cannot use S/C funds (Action 2.3? (p 47); Actions 4.1-3? (p 67-68)	removed the language stating DA (SWD) from action 2.3, 4.1, 4.2, and 4.3. Added the DA (SWD) to new action
5.30	P	Actions- Reds- cannot use S/C funds unless used for unduplicated students (all actions)	<p>This language was added to the Action Description section of goals 1.1 - 2.3, 3.1 - 3.3</p> <p>This action addresses the following Red Indicators: Groups Identified for Required Actions (Unduplicated Reds): District: In ELA & Math on the 2023 CA Dashboard • No unduplicated subgroups scored in in the RED for ELA or Math Schools within the district that received the lowest performance level (Red) in Priority 4 for a unduplicated subgroups are: • No unduplicated subgroups scored in in the RED for ELA Schools within the district that received the lowest performance level (Red) in Priority 4 for a unduplicated subgroups are: • Hamilton: EL: 97.4 points below (Red)</p> <p>This language was added to the Action Description section of goals 4.1 - 4.3:</p> <p>This action addresses the following RED Indicators Groups Identified for Required Actions: District: For Chronic Absenteeism & Suspension rate on the 2023 CA I • Chronic Absenteeism: • No unduplicated subgroups were in the RED for Chronic Absenteeism • Suspension Rate: • Socio-Economically Disadvantaged students: 6.1% suspension rate (RED) • Foster Youths: 8.2% suspension rate (RED) Schools within the district that received the lowest performance level (Red) in Priority 5: Chronic Absenteeism (are: • No unduplicated subgroups were in the RED for Chronic Absenteeism Schools within the district that received the lowest performance level (Red) in Priority 6: Suspension rate on the • Kennedy: EL: 18.5% suspension rate (Red)</p>
5.25	P	Action, Goal 2: - 2.1 CSR: Recommend more explanation if the cost is based on difference between requirement and what is being provided as a means to close the gap for unduplicated students. (p 105-107)	Added this language: Based on the HETA Collective Bargaining Agreement, HESD is currently overstaffed with teachers (2024 by a class sizes lower and eliminate combination classes. If the funding were not available, there would be fewer teacher sizes would increase to close to max based on the HETA Collective Bargaining Agreement, and there would be through various schools and grade levels.
5.28	P	Action, Goal 2: - 2.4 ELD: LTEL plan must be explicitly discussed with a plan different that that used for ELs (p 48-49)	Added a new action for LTELS (2.6) that incorporates how LTELS receive additional support compared to ELs.
5.25	P	Action, Goal 2: - 2.3 S/C funds cannot be contributing if they are addressing SWD needs, only unduplicated group. (p 47)	Removed the language stating DA (SWD) from action 2.3, 4.1, 4.2, and 4.3. Added the DA (SWD) to new action
5.24	P	Action, Goal 2: - 2.2 Summer school: Zero \$ action. Is this funded through ELO-P, Fiscal may require reporting. (p 47) (Goal analysis description for jr high ELOP on page 21 does not match the action.)	Added funds for Junior High since we do contract with West Hills for them that does use the LCAP to pay for.
5.25	P	Action, Goal 4: - 4.1, 4.2, 4.3 S/C funds cannot be contributing if they are addressing SWD needs, only unduplicated group (p 67-68)	Removed the language stating DA (SWD) from action 2.3, 4.1, 4.2, and 4.3. Added the DA (SWD) to new action
5.24	P	Action, Goal 2: - Zero \$ Action items (ex. 5.1, 5.3): Fiscal may require reporting if paying with other funds (p 73)	Ok. We'll leave at zero. Fiscal is aware of this.
5.05	P	Instructions: * Equity Multiplier Focus Goal: Explain why the LEA has chosen to prioritize this goal. Explanation must: - Describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners **Just copy and paste from your Ed Partner section, into the "An explanation of why the LEA has developed this goal" section (Sorry, I missed this last time!)	Added this language to the Description section of action 6.1: The LEA has developed this goal for focused attention based on consultation with Education Partners that include: • Teacher at CDS through the SSC meeting shared that they are seeing more success with elementary students in they need and recommends continuing with the current level of support for students (without Equity Multiplier I would be cut) • Teacher at CDS shared through the SSC meeting that a representative from Lemoore School District along with Superintendent, were present to look at the model of how CDS works and flows. They wanted to check out the plan shared it was nice to get the acknowledgement and being recognized for the good work that is happening at CDS is to continue to support behavior and attendance with hands-on activities, a school counselor, counseling service recommendation is to continue to implement the activities in the school plan. • Equity Multiplier Focus Goal was developed in response to parents of ELAC & SSC, teachers, students, and school have a counselor on campus
Increased or Improved Services (IIS)			

6.07 P	<p>Required descriptions for LEA-wide and Schoolwide Contributing Actions (starts on p 85)- ALL Actions: -S/C funds must be allocated to Unduplicated students with associated needs that target these groups (EL, SED & FY) -Move expected outcomes to box 3 "Metric(s) to Monitor Effectiveness" (An example may be as follows from 1.1 IF this is the Year 3 target number or a one year target as long as it is called out: "We expect this action to lead to an increase in low-income and EL student learning as it's focused on addressing their identified needs. Our percent proficient target for low-income and ELs on the 2026 ELA CAASPP assessment is 50.00% (low-income) and 30.00% (ELs). Over the last three..."</p>		<p>9/1/24: Aligned so that need and Metric to monitor effectiveness both have DFS for Goals 1, 2, & 3. Goal 4: changed "low-income" to read: "Socio-economically disadvantaged (SED-Low Income)" 5.2: Research was added showing the parent involvement increases academic scores and data was added showing population scored below All Students in both ELA and Math. Modified language in Goal 1. Also modified language in the "Metric(s) to Monitor Effectiveness" and added in match what was up in the metrics for that goal. Did this for goals 1-4.</p>
Actions Tables			
7.17	Fiscal	P151 Actions 5.1, 5.3, and 6.1 should be removed from the contributing action table as they are not marked as yes	Fixed. No longer shows on Contributing Actions Table.
Miscellaneous Notes			
5.05	P	*Goal 6* (p 75) FYI Reminder: Equity multiplier funds must supplement, not supplant, funding by LCFF, ELOP, LCRS, and CCSPP (California Community Schools Partnership Program) (p 84)	Correct. Since we lost our CSI funds, we will help pay for a counselor that our CSI funds were used to pay for the Equity Multiplier funds, we wouldn't be able to pay for this counselor since we lost our CSI funding.

HANFORD ELEMENTARY SCHOOL DISTRICT

Agenda Request Form

TO: Joy C. Gabler
FROM: Bill Potter
DATE: September 16, 2024
FOR: (X) Board Meeting
() Superintendent's Cabinet
FOR: () Information
(X) Action

Date you wish to have your item considered September 25, 2024

ITEM:

Consider entering into agreement with Stephen Hahn Inspections to provide Inspection services for New TK/K Classroom Wing at Monroe Elementary School

PURPOSE:

Stephen Hahn will provide required DSA Inspections during construction of the project

FISCAL IMPACT:

\$56,000

RECOMMENDATION:

Approve agreement with Stephen Hahn Inspections



Stephen L. Hahn Inspection
1945 N. Bordeaux Way
Hanford, CA 93230
Cell: (559) 816-3676

DSA Certified Class 1 Inspector
Certification # 4638

9-4-24

Mr. William Potter

Hanford Elementary School District

714 N. White Street

Hanford, Ca 93230

RE: HESD New TK/K Classroom at Monroe Elementary School DSA
app. # 02-122190

Inspection Services Proposal

Dear William:

Thanks for this opportunity again to be of service to the district.
Stephen L. Hahn Inspections proposes to supply inspection services, on
the above mentioned project, contingent on my continued good health,
DSA and Architects approvals, for the \$75.00 per hour. With a 2 hr.
minimum per visit, payable monthly.

If you have any questions regarding this proposal, please contact me at
(559-816-3676) or email shahn1945@comcast.net

Sincerely

Stephen L. Hahn

Stephen L. Hahn Inspections

A handwritten signature in cursive script that reads "Stephen L. Hahn".

HANFORD ELEMENTARY SCHOOL DISTRICT

Agenda Request Form

TO: Joy C. Gabler
FROM: Bill Potter
DATE: September 16, 2024
FOR: Board Meeting
 Superintendent's Cabinet
FOR: Information
 Action

Date you wish to have your item considered September 25, 2024

ITEM:

Consider entering into agreement with Mangini & Associates for Architect services for the Classroom Modernization Project at Monroe Elementary School.

PURPOSE:

Mangini & Associates will provide Architect services for the including design, construction management, and closeout services.

FISCAL IMPACT:

\$468,636.40

RECOMMENDATION:

Approve agreement with Mangini & Associates

The logo for MANGINI features the word "MANGINI" in a bold, white, sans-serif font. To the left of the text is a vertical line that curves into a circular shape, resembling a stylized knot or a handle. A horizontal line extends from the right side of the text, ending in a small hook-like shape.

MANGINI

MANGINI ASSOCIATES INC.
4320 West Mineral King Avenue
Visalia, California 93291
(559) 627-0530

www.mangini.us

Architect's Project No.: 24043

**AGREEMENT BETWEEN
OWNER AND ARCHITECT FOR**

MODERNIZATION AT JAMES MONROE ELEMENTARY SCHOOL

AGREEMENT made as of August 29, 2024

BETWEEN the Owner (hereafter referred to as Owner):

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

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

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

For the following **Project**:

MODERNIZATION AT JAMES MONROE ELEMENTARY SCHOOL
300 Monroe Drive
Hanford, CA 93230

The Owner and the Architect agree as follows:

ARTICLE 1 - INITIAL INFORMATION

1.1 This Agreement is based on the Initial Information set forth in this Article 1.

1.2 THE OWNER'S PROGRAM (EDUCATIONAL SPECIFICATION) FOR THE PROJECT

1.2.1 The Architect will assist the Owner in developing the project scope of work as part of Basic Services.

1.3 THE PROJECT'S PHYSICAL CHARACTERISTICS

1.3.1 A modernization of existing classrooms, ADA restroom upgrades, and other related scope at James Monroe Elementary School in Hanford, California.

1.4 FINANCIAL INFORMATION

1.4.1 The Owner's budget for the Project is \$5,751,000 based on the Architect's preliminary Project Budget Summary dated 8/29/2024.

1.4.2 The initial Cost of the Work for the Project as defined in Section 6.1 is based on \$4,411,364.

1.4.3 The Owner will fund the Project through OPSC as a Modernization Grant (60/40 match).

1.5 SCHEDULE INFORMATION

1.5.1 The Owner intends to use the Project when completed.

1.6 PROCUREMENT INFORMATION

1.6.1 The Owner intends to procure the project in a manner to be determined later.

1.7 OTHER PROJECT INFORMATION

1.7.1 The Owner and the Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services, and the Architect's compensation.

ARTICLE 2 - ARCHITECT'S RESPONSIBILITIES

2.1 The Architect shall provide the professional services as set forth in this Agreement.

2.2 In providing services under this agreement, the Architect shall exercise that degree of professional skill and care ordinarily used by other reputable architects, practicing in the same or similar locality and under similar circumstances. Nothing in this agreement shall be interpreted to require Architect to meet any higher standard or have any obligation in excess of what is required by said standard and this paragraph shall control over any such contrary provision.

2.3 COMPLIANCE WITH LAW

2.3.1 The Architect shall use due professional care to provide services in accordance with applicable Federal, State, and local laws, regulations and directives.

2.3.2 With respect to Architect's employees, Architect shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.

2.3.3 The Architect shall be properly licensed as an architect under the laws of the State of California during the term of this Agreement and shall be qualified to provide the services required by the Owner pursuant to this Agreement.

ARTICLE 3 - SCOPE OF ARCHITECT'S BASIC SERVICES

3.1 BASIC SERVICES

3.1.1 The Architect's Basic Services consist of those described in Article 3, and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in Article 3 are Additional Services.

3.1.2 The Architect represents that the Architect's drawings and specifications shall comply with the California Building Code and shall be submitted to the Division of the State Architect (DSA) and the California Department of Education (CDE) as required. The Architect shall assist the Owner and its consultants to apply for funding for the Project from OPSC and the Architect shall be responsible for all submittals required of the Architect by the DSA, OPSC and CDE in connection therewith.

3.1.3 The Architect shall mutually coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information. Upon the Owner's reasonable request, the Architect and the Architect's consultants shall cooperate with the Owner and the Owner's consultants in verifying that the Architect's plans, specifications, studies, drawings, estimates or other documents relating to the Project are constructible and otherwise comply with the Construction Documents. The Architect has no duty to discover errors, omissions or inconsistencies in the services provided by the Owner, the Owner's consultants or others.

3.1.4 The Architect shall not be liable for claims resulting from an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made without the Architect's approval.

3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for approval of governmental authorities having jurisdiction over the Project. The Architect shall be responsible for any design submittals which are required by said governmental authorities in connection with the Owner's filing of such documents.

3.2 SCHEMATIC DESIGN (DATA GATHERING) PHASE SERVICES

3.2.1 The Architect shall review the program and all other information furnished by the Owner to ascertain the requirements of the Project, and shall review the laws, codes, and regulations applicable to the Architect's services and shall arrive at a mutual understanding of such requirements with the Owner.

3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule and budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall promptly notify the Owner in writing of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project that may reduce the cost of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

3.2.4 Based on the Projects' requirements agreed upon with the Owner, the Architect shall prepare and present for Owner's approval a preliminary design illustrating the scale and relationship of Project components.

3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents, including a site plan, if appropriate, and preliminary building plans, sections, and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction material shall be noted on the drawings or described in writing.

3.2.6 The Architect shall submit to the Owner a preliminary Statement of the Probable Cost of the Work prepared in accordance with Section 6.3 and a written schedule for the performance of the Work.

3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request Owner's approval. If Owner incorporates any recommended changes, then Architect shall revise the Schematic Design Documents, including but not limited to the written statement of Probable Cost of the Work and written schedule for the performance of work, as necessary until Owner's governing board approves them. Architect shall attend, and present at, as many meetings of the Owner's governing board as may be necessary to obtain the board's approval of the Schematic Design Documents.

3.3 DESIGN DEVELOPMENT (SCOPE DEVELOPMENT) PHASE SERVICES

3.3.1. Following the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's review and approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including but not limited to site and floor plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and shall outline the specifications of the entire Project as to kind and quality of materials, and other elements as may be appropriate.

3.3.2. The Architect shall update the Statement of Probable Cost of the Work.

3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the Statement of Probable Cost of the Work, and request Owner's approval.

3.3.4 The Architect shall provide at no expense to the Owner one complete set of preliminary plans for the review and approval of the Owner and one set for each public agency having approval authority over such plans for their review and approval at no expense to the Owner.

3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

3.4.1 Following the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe further development of the approved Design Development Documents and shall consist of customary working drawings and specifications setting forth in detail sufficient for construction of the Work to be done and the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical system, and other requirements for the construction of the Work. The Owner and the Architect acknowledge that in order to construct

the Work the Contractor will provide additional information, including shop drawings, product data, samples, and other submittals, which the Architect shall review in accordance with Section 3.6.4.

3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary, and other Conditions). The Architect shall also compile a project manual, which manual shall be subject to the Owner's review and approval, that includes the Conditions of the Contract for Construction and specifications that may include bidding requirements and sample forms.

3.4.4 The Architect shall update the Statement of Probable Cost of the Work.

3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the Statement of Probable Cost of the Work, take any action required under Section 6.5, and request Owner's approval.

3.5 AGENCY APPROVAL PHASE SERVICES

3.5.1 The Architect will submit the Construction Documents to DSA and local jurisdictions as may be required and make the necessary corrections to secure approval. The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for approval with CDE, OPSC, and other governmental authorities having jurisdiction over the Project.

3.6 BIDDING PHASE OR NEGOTIATION PHASE SERVICES

3.6.1 Following DSA and the Owner's written approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or proposals, as the owner shall direct; (2) confirming responsiveness of bids or proposals; (3) determining successful bid or proposal, if any; and (4) awarding and preparing contracts for construction.

3.6.1.2 If, in the Owner's discretion, the Owner will seek total or partial State funding for this Project, then if so requested by the Owner the Architect shall, in addition to the above, publish the invitation to bid in the appropriate regional trade papers and publications devoted to Disabled Veteran Business Enterprises. If so requested by the Owner, the Architect shall also prepare and submit the appropriate documentation to the OPSC.

3.6.1.3 If the Owner decides to seek competitive bids for construction of the Project, then Section 3.6.2 and following shall apply to Architect's services under the "Bidding Phase or Proposal Phase" of said services. However, if the Owner decides to seek proposals for construction of the Project, then Section 3.6.3 and following shall apply to Architect's services under the "Bidding Phase or Proposal Phase" of said services.

3.6.2 Competitive Bidding

3.6.2.1 Bidding Documents consist of bidding requirements and proposed Contract Documents.

3.6.2.2 The Architect shall assist the Owner in bidding the Project by (1) procuring the reproduction of Bidding Documents for distribution to prospective bidders; (2) distributing Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders; (3) organizing and conducting a pre-bid conference for prospective bidders; (4) preparing responses to questions from prospective bidders and

providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and (5) organizing and conducting the opening of the bids, and subsequently documenting and distributing bid results, as directed by the Owner.

3.6.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

3.6.3 Proposals

3.6.3.1 Proposal Documents consist of proposal requirements and proposed Contract Documents.

3.6.3.2 The Architect shall assist the Owner by (1) procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process; (2) organizing and participating in selection interviews with prospective contractors; and (3) participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

3.7 CONSTRUCTION PHASE SERVICES

3.7.1 General

3.7.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as forth below and in the General Conditions of the Contract for Construction. In the event of conflicts between this Agreement and the General Conditions of the Contract for Construction, this Agreement shall govern with respect to Architect's responsibilities. Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner and Architect.

3.7.1.2 All instructions to the Contractor shall be forwarded through the Architect. The Architect shall timely provide Owner with copies of all correspondence between the Architect and the Contractor. The Architect shall advise, consult with, and serve as the Owner's representative in the general administration of the Contract for Construction and in the Owner's dealings with the Contractor, however, the Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The Architect shall not be responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents, unless such failure is caused by Architect's negligent acts or omissions in breach of this Agreement, the applicable standard of care, or law. The Architect shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor, or of any other persons performing portions of the Work.

3.7.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services shall commence on the date stated in the official Notice to Proceed and, solely for purposes of payment of the Architect, shall be deemed complete upon the Owner's written approval of the Architect's final Certificate for Payment to the Contractor, provided that such certification and payment shall not constitute an admission by Architect or Owner that the Project has been completed in accordance with the Contract Documents or in conformance with this Agreement.

3.7.2 Evaluations of the Work

3.7.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, both as the Architect deems necessary and as required by the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed will be in accordance with the Contract Documents. On the basis of the site visits, the Architect shall keep the Owner promptly informed of the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent

construction schedule submitted by the Contractor, (2) defects and deficiencies observed in the Work, and (3) any default by the Contractor in the orderly and timely prosecution of the Project.

3.7.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. The Architect shall also recommend substitution of materials or equipment when, in the Architect's reasonable judgment, such action is necessary to the accomplishment of the intent and purpose of the Contract Documents. Such actions as are described in this paragraph shall be taken with reasonable promptness. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the Work.

3.7.2.3 The Architect shall also make such regular reports as shall be required by agencies having jurisdiction over the Project and keep the Owner informed in writing of the progress of the Project.

3.7.2.4 The Architect shall provide advice to the Owner on apparent deficiencies in construction during the construction phase.

3.7.2.5 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness. The Owner will be the final interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by the Contractor. The Owner shall not disregard the Architect's interpretation without good cause.

3.7.2.6 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for the results of interpretations or decisions rendered in good faith.

3.7.2.7 The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

3.7.3 Certificates of Payment to Contractor

3.7.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certifications in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observations at the site as provided in Section 3.7.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Notice of Completion, (2) to results of subsequent tests and inspections, (3) to minor deviations from the Contract Documents correctable prior to completion, and (4) to specific qualifications expressed by the Architect.

3.7.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work beyond the scope required by Section 3.7.2, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

3.7.4 Submittals

3.7.4.1 The Architect shall timely review and take appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the construction of the Owner or of separate contractors, while allowing sufficient time to permit adequate review.

3.7.4.2 Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions, or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's review of a specific item shall not indicate approval of an assembly of which the item is a component.

3.7.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon such the accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

3.7.4.4 Subject to the provisions of Section 4.3, the Architect shall timely review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that includes the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within the time frames agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

3.7.5 Changes in the Work

3.7.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time.

3.7.5.2 The Architect shall prepare change orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

3.7.6 Project Completion

3.7.6.1 The Architect shall conduct reviews to determine the date of Notice of Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties, guaranties, instruction books, diagram, chart, and related documents required by the Contract Documents and assembled by the Contractor; and shall issue a final Certificate for Payment based upon a final review indicating the Work complies with the requirements of the Contract Documents.

3.7.6.2 The Architect's reviews shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

3.7.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid to the Contract, including the amount to be retained from the Contract Sum,

if any, for final completion or correction of the Work. The Architect shall also forward to the Owner warranties, operation and maintenance manuals, record drawings and other closeout documents prepared by the Contractor.

3.7.7 Evaluation of Claims

3.7.7.1 Notwithstanding anything else in this Agreement, as a part of its Basic Services, the Architect shall assist the Owner in evaluating and responding to claims, disputes and other matters in question between the Contractor and the Owner, including but not limited to claims made against the Owner as a result of alleged or claimed wrongful acts or omissions, and shall in all instances provide such truthful testimonial assistance as may be required by the Owner.

ARTICLE 4 - ADDITIONAL SERVICES

4.1 The Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if authorized or confirmed in writing by the Owner prior to such services being rendered. Compensation for Additional Services shall be as provided in Section 11.3, in addition to compensation for Basic Services.

4.2 Additional Services may be provided after execution of this agreement, without invalidating the Agreement, provided that such Additional Services are approved by Owner prior to such services being rendered. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Article 4 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

4.2.1 Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide Additional Services until the Architect receives the Owner's written authorization.

4.3 Additional Services

4.3.1 Services necessitated by a material change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project, including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method.

4.3.2 Services necessitated by concealed or unknown conditions encountered during the progress of the Work.

4.3.3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws, or regulations or official interpretations subsequent to Owner's approval of the Contract Documents.

4.3.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner.

4.3.5 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique systems designs, in-depth material research, energy modeling, LEED or CHPS certification, or DSA HPI approved unless such alternatives were requested prior to the effective date of this Agreement.

4.3.6 Providing financial feasibility or other special studies.

4.3.7 Providing special surveys, environmental studies and submissions required for approval of governmental authorities having jurisdiction over the Project, other than those identified in Article 3.

4.3.8 Providing services relative to future facilities, systems or equipment.

- 4.3.9** Providing services to investigate existing conditions or facilities or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by the Owner.
- 4.3.10** Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.
- 4.3.11** Providing planning surveys, site evaluations or comparative studies of prospective sites.
- 4.3.12** Providing services for planning tenant or rental spaces.
- 4.3.13** Providing services in connection with the work of a construction manager or separate consultants retained by the Owner, unless said manager or consultant was engaged prior to the effective date of this Agreement.
- 4.3.14** Providing detailed estimates (as defined by Section 6.3) of Construction Cost.
- 4.3.15** Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.
- 4.3.16** Providing analyses of owning and operating costs.
- 4.3.17** Providing coordination of Work performed by separate contractors or by the Owner's own forces.
- 4.3.18** Providing on-site project representation during construction beyond Basic Services.
- 4.3.19** Providing building commissioning services, including assistance in the utilization of equipment or systems, such as testing, adjustment and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.
- 4.3.20** Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.
- 4.3.21** Providing detailed quantity surveys or inventories of material, equipment and labor.
- 4.3.22** Attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is a party thereto.
- 4.3.23** Preparing Drawings, Specifications and supporting data and providing other services in connection with change orders unless such change orders are required due to errors or omissions of the Architect.
- 4.3.24** Consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing services as may be required in connection with the replacement of such Work.
- 4.3.25** Providing services made necessary by the default of the Contractor, or by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.
- 4.3.26** Providing services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than sixty days after the Date of Notice of Completion of the Work.
- 4.3.27** Providing services of consultants for other than the normal architectural, civil, structural, mechanical and electrical engineering services for the Project.
- 4.3.28** Providing services of consultants for electrical load testing of existing site or building infrastructure.

4.3.29 Providing services of consultants for fire flow testing for city or county infrastructure.

4.3.30 Providing services for evaluation and design criteria reports of existing facilities as required by governmental agencies (DSA) and/or the California Administrative Code.

4.3.31 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

ARTICLE 5 - OWNER'S RESPONSIBILITIES

5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints, and criteria, including space requirements and relationships, flexibility and expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, or such additional time as may be commercially reasonable under the circumstances, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and Architect shall thereafter meet and confer in an effort to modify the Project's scope and quality.

5.2.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. If the Owner selects in writing an accelerated, phased, or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

5.3 The Owner shall identify a representative authorized to act in the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

5.4 The Owner shall furnish surveys reasonably necessary to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal description shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wet-lands; adjacent drainage; flood plain designations; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines both public and private, above and below grade, including inverts and depths. All information on the survey shall be referenced to a Project benchmark.

5.5 The Owner shall furnish the services of geotechnical engineers and other such consultants when such services are reasonably required by the scope of the Project and are requested by the Architect. Such services may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluations, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the

Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance appropriate to the services provided.

5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials, which the Owner shall own.

5.8 The Owner shall furnish all legal, insurance, and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

5.10 The Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Architect's services and of the Work.

5.11 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 - COST OF THE WORK

6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct of all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary statement of the Probable Cost of the Work, and updated Statements of Probable Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or price proposals will not vary from the Project budget for the Cost of the Work or from any Statement of Probable Cost of the Work prepared by the Architect.

6.3 In preparing Statements of Probable Cost of the Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the scope of the Project; and to include in the Contract Documents alternate bids to adjust the Probable Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's opinion of the Probable Cost of the Work shall be based on current area, volume, or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Owner approves the Construction Documents, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market, if applicable.

6.5 If at any time the Architect's opinion of the Probable Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner reasonably shall cooperate with the Architect in making such adjustments.

6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or price proposal, the Owner shall:

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance the terms of this Agreement;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

6.7 If the Owner's budget for the Cost of the Work is exceeded by the lowest bona fide bid or price proposal by more than 10%, and the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. Except for the cost of such modifications, Architect shall not be responsible for any increase in the Cost of the Work.

6.8 If the Owner's budget for the Cost of the Work is exceeded by the lowest bona fide bid or price proposal by less than 10%, and the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with said bid or proposal, or the budget as adjusted under Section 6.6.1 and be compensated for modifications to the Construction Documents as Additional Services as provided under Section 11.3.

ARTICLE 7 - OWNERSHIP AND USE OF DOCUMENTS

7.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project, except as otherwise provided in Section 7.2 below. The Architect's Instruments of Service shall be the property of the Owner as provided by Education Code Section 17316, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement.

7.2 This Agreement creates a non-exclusive and perpetual license for Owner to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in the Architect's Instruments of Service, including drawings, specifications, studies, estimates, and other documents, or any other works of authorship fixed in any tangible medium of expression, including, but not limited to, physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by Architect pursuant to this Agreement. This transfer of rights pertains not only to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) but as they relate or may relate to other projects, provided that any invalidity of such license in relation to such other projects shall not affect the validity of such license in relation to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project under Education Code Section 17316. This Agreement is an express transfer of rights as specified in Education Code Section 17316(b).

7.3 Architect represents and warrants that Architect has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Architect's Instruments of Service that Architect or its consultant's prepares or causes to be prepared pursuant to this Agreement. The Architect shall indemnify and hold the Owner harmless pursuant to Section 7.2 of this Agreement for any breach of this Article 7. The Architect makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates, or other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings, that were prepared by design professionals other than Architect and provided to Architect by the Owner.

7.4 The parties acknowledge the Architect's Instruments of Service are not represented to be appropriate for reuse without modification. Any reuse by Owner of documents prepared under this Agreement, without employing the

services of Architect, shall be at Owner's own risk. In the event the Owner reuses or modifies the Architect's Instruments of Service developed by the Architect pursuant to this Contract for purposes other than that for which they are contemplated, the Owner shall indemnify, defend, and hold harmless the Architect, its employees and consultants for damages and expenses caused by the Owner's use or modification of the Architect's Instruments of Service, and the parties agree that the provisions of this Article shall be the terms and conditions for the reuse as authorized by Education Code Section 17316(c).

7.5 The Architect will provide the Owner with a customary set of reproducible designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Agreement, and will retain, on the Owner's behalf, the original documents or reproducible copies of all such original documents, however stored, in the Architect's files for a period of no less than fifteen (15) years. The Architect shall promptly make available to Owner any original documents it has retained pursuant to this Agreement upon reasonable request by the Owner.

ARTICLE 8 - CLAIMS AND DISPUTES

8.1 GENERAL

8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or relating to this Agreement within the period specified by applicable law.

8.1.2 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, with limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Article 9.

8.2 MEDIATION

8.2.1 If a dispute arises out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be shared equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 60 days, either party may pursue litigation to resolve the dispute.

8.2.2 Demand for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for mediation shall be made within reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such a claim, dispute or other matter in question would be barred by California statutes of limitations.

ARTICLE 9 - TERMINATION OR SUSPENSION

9.1 The right to terminate this Agreement under this provision may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under the Agreement.

9.2 TERMINATION WITHOUT CAUSE

9.2.1 The Owner may terminate this Agreement upon not less than 7 days' written notice to the Architect for Owner's convenience and without cause. Upon the Owner's request and authorization, the Architect shall perform any and all Basic Services and Additional Services reasonably necessary to wind up the work performed to the date of termination.

9.3 SUSPENSION OF THE PROJECT

9.3.1 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. If and when the Project is resumed, the Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

9.3.2 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect or the Architect's consultants, the Architect may terminate this Agreement by giving not less than 7 days' written notice.

9.4 TERMINATION WITH CAUSE

9.4.1 Either party may terminate this Agreement upon not less than 7 days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

9.4.2 Failure of the Owner to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

9.4.3 If the Owner fails to make payments to the Architect in accordance with this Agreement, other than those payments withheld pursuant to Section 11.7.1, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give 7 days' written notice to the Owner before suspending services. Before resuming services, the Architect shall be paid all sums due prior to suspension services and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fee for the remaining services and the time schedules shall be equitably adjusted.

9.5 EFFECTS OF TERMINATION

9.5.1 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

9.5.2 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7.

ARTICLE 10 - MISCELLANEOUS PROVISIONS

10.1 This Agreement shall be governed by the law of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Kings County, California.

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

10.3 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review within a reasonable period of time prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

10.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

10.5 Unless otherwise provided in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. Notwithstanding the foregoing, in the event the Owner or the Architect is or becomes aware of the presence of, or exposure of persons to hazardous materials or toxic substances, or the substantial risk thereof, each shall have a duty to immediately notify the other in writing.

10.6 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

10.7 If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

10.8 The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

10.9 Each individual executing this Agreement on behalf of the Architect hereby represents and warrants that Architect is a duly formed and existing entity qualified to do business in the state in which the Project is located and that Architect has full right and authority to execute and deliver this Agreement and that each person signing on behalf of Architect is authorized to do so.

10.10 Owner recognizes that circumstances may occur beyond the reasonable control of either the Owner or the Architect and extensions for such delays shall be made to the schedule. Notwithstanding anything stated herein to the contrary, any time during which the Architect is delayed in the Architect's work by acts of Owner or its employees or those in a direct contractual relationship with Owner or by acts of nature or other occurrences which were not or could not have been reasonably foreseen and provided for, and which are not due to any wrongful acts or omissions, shall be added to the time for completion of any obligations of the Architect.

ARTICLE 11 - COMPENSATION

11.1 BASIC SERVICES

11.1.1 Percent of Construction Cost: For the Architect's Basic Services described in Article 3, the Owner shall compensate the Architect on the basis of a percentage of the Cost of the Work, using the OPSC Sliding Scale as follows:

12.0% of the first	\$	500,000.00
11.5% of the next	\$	500,000.00
11.0% of the next	\$	1,000,000.00
10.0% of the next	\$	4,000,000.00
9.0% of the next	\$	4,000,000.00
8.0% of costs in excess of	\$	10,000,000.00

11.1.2 Initial Basic Services Compensation: The calculation of the Initial Basic Services Compensation shall be based on the application of the initial Cost of the Work to the OPSC Sliding Scale as follows:

COMPENSATION CALCULATION					
Fee Basis	% Fee	Const. Cost			Fee
500,000	12.0%	\$ 500,000.00	\$		60,000.00
500,000	11.5%	\$ 500,000.00	\$		57,500.00
1,000,000	11.0%	\$ 1,000,000.00	\$		110,000.00
4,000,000	10.0%	\$ 2,411,364.00	\$		241,136.40
4,000,000	9.0%	\$ -	\$		-
Remainder	8.0%	\$ -	\$		-
Probable Construction Cost →		\$ 4,411,364.00			
			Fee Sub-total →	\$	468,636.40
Initial Basic Services Compensation →					\$ 468,636.40

11.1.3 Adjustments to Basic Services Compensation:

- .1 At the end of the Schematic Design, Design Development, Construction Documents, and Agency Approval phases, Initial Basic Services Compensation shall be adjusted to the latest Probable Cost of Construction.
- .2 Initial Basic Services Compensation shall be adjusted after receipt of bids to the amount of the Contract Sum of the awarded construction contract, which shall be the basis for calculating compensation during the construction phase.
- .3 Basic Services Compensation shall be finally adjusted at the completion of the Project to the final Contract Sum of the construction contract, as documented in approved change orders.
- .4 Change Orders items determined to be caused by Architect error or omission shall not increase the Architect's compensation.
- .5 Change Order items which reduce the Contract Sum shall not reduce Compensation.
- .6 When any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.2.1, based on (1) the lowest bona fide bid, or (2) if no such bid or proposal is received, the most recent Statement of Probable Construction Cost for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for services performed whether or not the Construction Phase is commenced.
- .7 When additive alternate bids are provided, and the Owner decides not to accept them after bidding, the Architect shall be compensated based on 75% of 8% of the actual awarded bidders bid for such alternate bids, thereby compensating the architect for design and preparation of the alternate item.
- .8 When deductive alternate bids are provided, and the Owner decides to accept them after bidding, the Architect shall be compensated based on 75% of 8% of the actual difference between the awarded bidder's bid for such alternate bids, thereby compensating the Architect for design and preparation of the alternate item.

11.2 PROGRESS PAYMENTS

11.2.1 Progress payments for each phase of Basic Services shall be as follows:

Schematic Design Phase:	10%
Design Development Phase:	20%
Construction Documents Phase:	35%
Agency Approval Phase:	5%

Bidding Phase:	5%
Construction Phase:	25%
Total Basic Compensation:	100%

11.3 ADDITIONAL SERVICES

11.3.1 For approved Additional Services that may arise during the course of the Project, the Owner shall compensate the Architect on the basis of a stipulated sum agreed to by the parties in advance of the services being performed, or on an hourly basis, plus compensation for reimbursable expenses.

11.3.2 When compensation for Additional Services is on an hourly basis, compensation for Additional Services of the Architect's consultants will be computed at a rate of 1.10 times the amount billed to the Architect for such services.

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

11.4 HOURLY BILLING RATES

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

Standard Hourly Billing Rates Schedule:

Principal Architect	\$ 260.00
Architect III	220.00
Architect II	190.00
Architect I	170.00
Construction Administrator III	220.00
Construction Administrator II	190.00
Construction Administrator I	170.00
Business Manager	200.00
Project Manager	180.00
Drafting Technician IV	130.00
Drafting Technician III	115.00
Drafting Technician II	100.00
Drafting Technician I	85.00
Administrative Asst. II	120.00
Administrative Asst. I	85.00
Expert Witness	425.00

The above rates are effective through December 31, 2024. Work continuing beyond December 31, 2024, shall be subject to increases in the above noted schedule based on Engineering News Record's, "Cost of Living Index Adjustment", until this agreement is modified.

11.5 COMPENSATION FOR REIMBURSABLE EXPENSES

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

- .1 Transportation in connection with the project shall be compensated at the yearly established rate as permitted and published by the Internal Revenue Service for compensated mileage.
- .2 Expense of out of region meals and lodging in connection with the Project.

- .3 If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates for non-exempt employees.
- .4 Expense of renderings, models and mock-ups requested by the Owner.
- .5 Expense of additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that required by Article 12.
- .6 Expense of reproductions, postage and handling of Drawings, Specifications, and other documents required for approval, bidding, and construction of the Project in the Owner's interest, excluding reproductions for the office use of the Architect and the Architect's consultants.

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

11.6 PAYMENTS TO THE ARCHITECT

11.6.1 For services satisfactorily performed, payment for Basic Services, Additional Services and Reimbursable Expenses shall be made on a monthly basis after receipt and approval by the Owner of the Architect's properly documented and submitted invoices. To be "properly documented and submitted," an invoice shall be timely, be accompanied by all necessary documentation, list all activities performed, and for each activity performed list the person performing it and the person's billing rate. Architect's invoice shall be submitted within ten (10) days of the end of the monthly billing period. Invoices, receipts and other documentation to establish the validity of all Reimbursable Expenses shall be a prerequisite to Owner payment of such expenses. If Owner disputes a portion of a properly submitted invoice, it shall notify Architect of the dispute and, upon Architect's request, arrange for a meeting to confer about, and potentially resolve, the dispute. Prior to this meeting, Architect shall provide all documentation requested to support disputed portions of a properly submitted invoice. Regardless of any such dispute about an invoice or payment, both parties shall continue to provide all services required by this Agreement and law until the end of the Project, even if Owner and Architect cannot resolve all such disputes. Payments of undisputed portions of a properly submitted invoice shall be made within 60 days of receipt of the invoice.

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

11.7 PAYMENTS WITHHELD

11.7.1 The Architect's compensation shall be paid notwithstanding a Contractor-caused delay in completion of the project or reduction of final construction cost by reason of penalties, liquidated damages, or other amounts withheld from the Contractor. However, Owner may withhold from payments to Architect to the extent that Basic and Additional Services remain to be performed, including but not limited to those required for project closeout and payments to Contractor. If the total amount invoiced by Architect reaches the not-to-exceed Basic Services amount before Architect's Basic Services under this Agreement are complete, Architect must complete the Basic Services without submitting additional invoices, or receiving additional payment, for Basic Services.

11.8 ARCHITECT'S ACCOUNTING RECORDS

11.8.1 Architect shall maintain complete and accurate records showing all hours worked with respect to the services rendered and the costs incurred under this Agreement, including but not limited to Reimbursable Expenses and expenses pertaining to Additional Services. In addition, the Architect shall maintain complete and accurate records with respect to any payments to employees or subcontractors. Architect shall also be responsible for Architect's consultants keeping similar records. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. Upon request, Architect shall make such records available within Fresno County to the Auditor of Owner and to its agents and representatives, for the purpose of auditing and/or copying such records for a period of 5 years from the date of final payment under this Agreement.

ARTICLE 12 - INSURANCE PROVISIONS

12.1 Insurance Requirements: Architect shall maintain at its own costs and expense the following minimum insurance coverage and shall provide a certificate of insurance and any required endorsements to Owner. The certificate of insurance and required endorsements shall be provided prior to commencement of any work and prior to the expiration of each renewal of the policy. Owner may request and Architect shall, upon request, provide a true and certified copy of each policy. No payment will be issued until Owner has received acceptable insurance documentation.

12.2 In addition to the requirements outlined below for each insurance policy, Architect agrees that it will have each insurance policy endorsed to provide:

1. The policy shall be endorsed to provide thirty (30) day notice of cancellation, except ten (10) day notice for nonpayment of premium to Owner.
2. When required, the Commercial General Liability, Automobile Liability, and Aviation Liability insurance policies shall be endorsed to include as additional insured for on-going operations, products completed operations and ownership, operation or use of automobiles and aircraft, Owner and any other person or organization which Architect is required to include as additional insured under an Agreement and their respective owners, directors, officers, employees, agents and volunteers.
3. When required, the Workers Compensation insurance policies shall be endorsed to provide a waiver of subrogation in favor of the Owner and any other person or organization to which Owner is required in a written agreement to provide a waiver of subrogation.
4. If any insurance policy includes a cross suits endorsement or an insured vs. insured exclusion endorsement, the endorsement may not exclude a claim by an additional insured against the named insured or a claim by an additional insured against another additional insured.

12.3 General Liability Insurance: Without limiting Architect's indemnification, Architect shall secure and maintain in full force and effect, at its sole cost and expense during the term of this Agreement, a comprehensive general liability insurance policy with combined single limits of \$2,000,000.00 per occurrence, with a General Aggregate limit of \$4,000,000.00.

12.3.1 The policy shall include contractual liability. The policy may not include any limitation, exclusion or coverage restriction for explosion, collapse or underground hazards. The policy shall not include an exclusion for job site safety or injury to employees of independent contractors. If the policy includes an exclusion of professional services, the exclusion shall not include job site safety as part of the definition of professional services. The certificate of insurance shall include a statement that the policy does not exclude claims alleging job site safety.

12.3.2 Should any of the required insurance be provided under a claims-made form, Architect shall maintain coverage continuously throughout the term of this Agreement, and without lapse, for a period of at least ten (10) years beyond this Agreement expiration or the filing of a Notice of Completion (whichever is later), to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policy. Nothing herein shall in any way limit or diminish Architect's obligations to the Owner under any provision, including any duty to indemnify and defend the District.

12.4 Worker's Compensation and Employer's Insurance: Architect shall furnish to the Owner satisfactory proof that the Architect and all engineers, experts, consultants and employees for the period of this Agreement, is providing workers' compensation insurance with \$1,000,000.00 coverage for all persons whom they may employ in carrying out the Work contemplated under this Agreement in accordance with the Workers' Compensation Laws of the State of California. If the Architect employs any engineer, expert consultant or subcontractor which it did not intend to employ prior to commencement of services, it must furnish such proof of insurance covering said engineer, expert, consultant

or subcontractor to the Owner immediately upon their employment. Such insurance shall be maintained in full force and effect during the period covered by this Agreement including any extensions of time.

12.5 Professional Liability Insurance: Architect shall furnish to the Owner satisfactory proof that the Architect has Professional Liability Insurance (errors and omissions) with limits of \$1,000,000.00 per claim/\$2,000,000.00 annual aggregate. This insurance shall be maintained in force during the entire period of time the Architect renders service to the Owner under this Agreement. Each of the Architect's professional sub-contractors shall comply with this Section, and Architect shall include such provisions in its contracts with them.

12.6 Commercial Automobile Liability: Commercial Automobile Liability Insurance including coverage for all owned, non-owned and hired automobiles. The limit of liability shall not be less than \$2,000,000 each accident. The policy shall include contractual liability.

12.7 Aviation Liability: To the extent drones are used, Architect will carry liability insuring bodily injury and property damage arising out of the use of owned and non-owned unmanned aircraft.

ARTICLE 13 - SPECIAL PROVISIONS

13.1 INDEMNIFICATION

13.1.1 The Architect agrees, to the extent permitted by law, to hold harmless and indemnify but not defend the Owner, its Governing Board, each member of the Board, and their officers and employees harmless from any liability for damages to the extent actually caused by the Architect's negligent acts, errors, omissions, or recklessness, or willful misconduct in the performance of professional services arising out of this Agreement and those of his or her officers, employees, consultants or sub-consultants or anyone for whom the Architect is legally responsible (collectively, the "Architect's Parties"). The Architect is not obligated to indemnify the Owner and employees or any other third party in any manner whatsoever for their own negligence.

13.1.2 This indemnification specifically includes any claims that may be made against Owner or against Architect by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement. The Architect specifically agrees to hold harmless and indemnify the Owner for any and all claims arising out of any injury, disability, or death of the Architect's employees or agents to the extent that the above are caused by the negligent acts, errors, or omissions of the Architect. This indemnification obligation shall continue beyond the term of this Agreement as to any negligent acts or omissions occurring under this Agreement or any extension of this Agreement, subject to the applicable statute of limitations.

13.2 FINGERPRINTING

13.2.1 Pursuant to California Education Code Section 45125.1, before any agents or employees of Architect may enter school grounds where they may have any contact with pupils, Architect shall submit fingerprints of its agents and employees in a manner authorized by the California Department of Justice, together with a fee determined by the Department of Justice. Architect shall not permit any of its agents or employees to come in contact with pupils of the Owner until the Department of Justice has ascertained that the Architect's agents or employees have not been convicted of a felony as defined in Education Code Section 45122.1.

13.2.2 Architect shall provide Owner with a written list of the names of its agents or employees who may come in contact with pupils before commencement of work. Architect shall certify, in a form provided by Owner, under penalty of perjury, that it has complied with the requirements of Education Code Section 45125.1, and that none of its agents or employees who may come in contact with pupils have been convicted of a felony as defined in Education Code Section 45122.1, based upon the information Architect has received from the Department of Justice.

13.2.3 If Architect believes that its agents or employees will have only limited contact with pupils and should therefore be exempted from these requirements, Architect must contact the Owner with its request for exemption within 15

days prior to the commencement of work. The request for exemption must specify the grounds for such proposed exemption, considering the totality of circumstances, including but not limited to the length of time Architect will be on school grounds, whether pupils will be in proximity to the site where the Architect's employees are working, and whether the Architect's employees will be working by themselves or with others. Whether to grant or deny the exemption is within the sole discretion of the Owner's governing board.

13.3 ASSURANCES OF NON-DISCRIMINATION

13.3.1 Architect expressly agrees that it will not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

13.4 INDEPENDENT CONTRACTOR STATUS

13.4.1 This Agreement is entered into by both parties with the express understanding that Architect will perform all services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute the Architect or any of its agents, employees or officers as an agent, employee or officer of Owner. Architect agrees to advise everyone it assigns or hires to perform any duty under this Agreement that they are not employees of Owner. Subject to any performance criteria contained in this Agreement, Architect shall be solely responsible for determining the means and methods of performing the specified services and Owner, except to the extent stated otherwise in this Agreement, shall have no right to control or exercise any supervision over Architect as to how the services will be performed. As Architect is not Owner's employee, Architect is responsible for paying all required state and federal taxes. In particular, Owner will not (1) withhold FICA (Social Security) from Architect payments, (2) make state or federal unemployment insurance contributions on Architect's behalf, (3) withhold state or federal income tax from payments to Architect, (4) make disability insurance contributions on behalf of Architect, (5) obtain unemployment compensation insurance on behalf of Architect. Notwithstanding this independent contractor relationship, Owner shall have the right to monitor and evaluate the performance of Architect to assure compliance with this Agreement.

13.5 MANUFACTURER'S PRODUCT DATA

13.5.1 To the extent the Architect collects product manufacturer materials disclosing product contents; the Owner acknowledges that it is not relying on the Architect for any analysis of material composition or the human or environmental health impacts of specific material selections. Any assessments or evaluations of this kind should be conducted by a toxicologist or other trained professionals retained by the Owner.

13.6 NOTICE

13.6.1 All notices, certificates, or other communications hereunder shall be deemed given when personally delivered or mailed by certified mail, postage prepaid, to the parties at the address set forth below:

Owner: Hanford Elementary School District
Attn: Joy Gabler
714 North White Street
Hanford, California 93232

Architect: Mangini Associates, Inc.
Attn: Ryan Morrelli
4320 W. Mineral King Avenue
Visalia, California 93291

ARTICLE 14 - SCOPE OF THE AGREEMENT

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

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

OWNER
HANFORD ELEMENTARY SCHOOL DISTRICT

ARCHITECT
MANGINI ASSOCIATES INC.

By: _____
Joy Gabler, Superintendent

By:  _____
J. Ryan Monelli, President, C33128

HANFORD ELEMENTARY SCHOOL DISTRICT

Agenda Request Form

TO: Joy C. Gabler
FROM: Bill Potter
DATE: September 16, 2024
FOR: Board Meeting
 Superintendent's Cabinet
FOR: Information
 Action

Date you wish to have your item considered: September 25, 2024

ITEM:

Consider declaration of surplus property.

PURPOSE:

Surplus property no longer needed by District

FISCAL IMPACT:

None

RECOMMENDATION:

Declare the property as surplus

HANFORD ELEMENTARY SCHOOL DISTRICT

Agenda Request Form

TO: Joy C. Gabler

FROM: Bill Potter

DATE: September 16, 2024

FOR: Board Meeting
 Superintendent's Cabinet

FOR: Information
 Action

Date you wish to have your item considered September 25, 2024

ITEM:

Consider entering into an agreement with Darden Architects for architect services for the Jefferson Classroom Modernization Project.

PURPOSE:

Darden architects will provide architectural services, including design, construction management, and closeout services for the project.

FISCAL IMPACT:

Not to exceed \$500,000

RECOMMENDATION:

Approve agreement with Darden Architects

ARCHITECTURAL SERVICES AGREEMENT

This AGREEMENT is made and entered into this 11th day of September in the year 2024 by and between the HANFORD ELEMENTARY SCHOOL DISTRICT, hereinafter referred to as "DISTRICT," and Darden Architects, hereinafter referred to as "ARCHITECT." This AGREEMENT shall include all terms and conditions set forth herein. The DISTRICT and the ARCHITECT are sometimes referred to herein individually as a "PARTY" and collectively as the "PARTIES." This AGREEMENT is made with reference to the following facts:

WHEREAS, DISTRICT desires to obtain architectural services for the Jefferson Academy Classroom Modernization Project, hereinafter referred to as the "PROJECT"; and

WHEREAS, ARCHITECT understands that state funding for this PROJECT is a condition precedent to the effectiveness of this AGREEMENT. If state funding is not received for the PROJECT, this AGREEMENT may be voided by the DISTRICT except to the extent services have been rendered pursuant to the approval of the DISTRICT's Board; and

WHEREAS, ARCHITECT is fully licensed to provide architectural services in conformity with the laws of the State of California;

NOW, THEREFORE, the PARTIES hereto agree as follows:

ARTICLE I - ARCHITECT'S SERVICES AND RESPONSIBILITIES

1. The ARCHITECT's services shall consist of those services performed by the ARCHITECT, ARCHITECT's employees and ARCHITECT's consultants, as enumerated in Articles II and III of this AGREEMENT.

2. The ARCHITECT's services shall be performed in a manner which is consistent with professional skill and care and the orderly progress of the work. The ARCHITECT represents that it will follow the standards of its profession in performing all services under this AGREEMENT. The ARCHITECT shall submit for the DISTRICT's approval a schedule for the performance of the ARCHITECT's services. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the PARTIES and shall include allowances for time required for the DISTRICT's review and for approval by authorities having jurisdiction over the PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the ARCHITECT.

3. The schematic design, design development and construction document services covered by this AGREEMENT shall be completed and submitted to the DISTRICT on or before a date to be agreed upon in writing by the DISTRICT. The construction document services covered by this AGREEMENT shall be completed and submitted to the Division of the State Architect ("DSA") for review and approval on or before a date to be agreed upon in writing by the DISTRICT.

4. If the PROJECT includes the replacement or repair of more than 25% of a roof or the replacement or repair of a roof that has a total cost of more than \$21,000, the ARCHITECT shall

comply with the requirements set forth in Public Contract Code section 3000, et seq., including signing the required certification.

5. The ARCHITECT has been selected based on ARCHITECT's knowledge of California public schools and ARCHITECT's knowledge of the educational system for funding and construction and is thoroughly familiar with the requirements of the OPSC for state funding, DSA for approvals of plans and specifications, and of the CDE for site approvals and educational requirements that are applicable to a public school project.

6. The ARCHITECT shall coordinate its services with the Contractor, Project Inspector, its consultants and other parties to ensure that all requirements under DSA's Inspection Card (Form 152) and any subsequent revisions, supplements or updates thereto issued or required by DSA, or any other/alternate processes are being met in compliance with DSA requirements and in compliance with the PROJECT schedule. The ARCHITECT and its consultants shall take all action necessary as to not delay progress in meeting any DSA requirements. The ARCHITECT shall meet all requirements set forth in DSA's Construction Oversight Process Procedure (PR 13-01) and any subsequent revisions, supplements or updates thereto issued or required by DSA. Any references to the DSA requirements, DSA forms, documents, manuals applicable to the PROJECT shall be deemed to include and incorporate any revisions or updates thereto.

7. The ARCHITECT shall prepare the final Construction Documents to include, to the maximum extent possible, design criteria developed in consultation with CHPS/LEED, including measures such as site orientation, energy efficient envelope, lighting, and space conditioning, water efficiency, waste management, material resource efficiency and heat island mitigation measures. The ARCHITECT shall also take measures to design the PROJECT to achieve specific CHPS or LEED certification levels or criteria as requested by the DISTRICT. The ARCHITECT shall further notify the DISTRICT of any federal, state or utility programs that provide sustainable financial incentives that are applicable to the PROJECT.

ARTICLE II - SCOPE OF ARCHITECT'S SERVICES

1. The ARCHITECT shall provide to the DISTRICT, on the terms herein set forth, all of the architectural, design and/or engineering services necessary to complete the PROJECT. The ARCHITECT's services shall include those described in this AGREEMENT, and include all structural, civil, mechanical and electrical engineering and landscape architecture services and any other services necessary to produce a reasonably complete and accurate set of "Construction Documents" defined as including, but not limited to, the following: The contract between the DISTRICT and the "Contractor" awarded the PROJECT (the "Contract"), general and supplementary conditions of the Contract between the DISTRICT and Contractor, drawings, specifications, Addenda, Revisions and other documents listed in the Contract, and modifications issued after execution of the Contract between the DISTRICT and Contractor.

2. The ARCHITECT shall assist the DISTRICT in obtaining required approvals from governmental agencies (for both on and off-site approvals) and any other entities including, but not limited to, those responsible for electrical, gas, water, sanitary or storm sewer, telephone, cable/TV, antenna-based services (e.g., Dish Network), internet providers, public utilities, the fire department, as well as the County Health Department, California Department of Education

("CDE"), the Office of Public School Construction ("OPSC"), State Water Resources Control Board (SWRCB), and DSA. If necessary, the ARCHITECT shall secure preliminary agency approvals and notify the DISTRICT in writing as to the actions the DISTRICT must take to secure formal approvals.

3. The ARCHITECT shall be responsible for determining the capacity of existing utilities, and/or for any design or documentation required to make points of connection to existing utility services that may be located on or off the PROJECT site and which are required for the PROJECT.

4. The ARCHITECT shall provide a PROJECT description which includes the DISTRICT's needs, Program, and the requirements of the PROJECT prior to preparing preliminary designs for the PROJECT.

5. The ARCHITECT shall assist the DISTRICT in determining the phasing of the PROJECT that will most efficiently and timely complete the PROJECT. This includes phasing the PROJECT's construction and the inspection approval process so Incremental Approvals as required under DSA's Construction Oversight Process Procedure can be obtained during the completion of the PROJECT.

6. The ARCHITECT shall provide a written preliminary evaluation of the DISTRICT's PROJECT, schedule, and construction budget requirements. Such evaluation shall include alternative approaches to design and construction of the PROJECT, evaluation and application of educational specification requirements under Education Code section 17251 and under Title 5 California Code of Regulations, Section 14000, et seq.

7. The ARCHITECT shall provide planning surveys, site evaluations and comparative studies of prospective sites, buildings, or locations.

8. The ARCHITECT shall attend regular PROJECT coordination meetings between the ARCHITECT, its consultants, the DISTRICT's representative(s), and other consultants of the DISTRICT during PROJECT development.

9. The ARCHITECT shall make revisions in Drawings, Specifications, the Project Manual, or other documents when such revisions are necessary due to the ARCHITECT's failure to comply with approvals or instructions previously given by the DISTRICT, including revisions made necessary by adjustments in the DISTRICT's Program or Budget as defined in Article IV.

10. The ARCHITECT shall provide services required due to programmatic changes in the PROJECT including, but not limited to, size, quality, complexity, method of bidding or negotiating the contract for construction. The ARCHITECT shall be prepared to prioritize and prepare a priority list to address critical Program and PROJECT needs as opposed to optional items that may be dropped if there is inadequate Budget for the PROJECT. In the case where there are Budget constraints, the ARCHITECT, shall prepare a priority list of critical programmatic needs and items that may be of lesser priority and review the Program with the DISTRICT.

11. The ARCHITECT shall provide services in connection with the work of a Construction Manager or separate consultants retained by DISTRICT.

12. The ARCHITECT shall provide detailed estimates of the PROJECT's Construction Costs at no additional cost to DISTRICT as further described in Articles V and VI.

13. The ARCHITECT shall provide detailed quantity surveys which provide inventories of material, equipment, and labor consistent with OPSC requirements for such surveys or estimates.

14. The ARCHITECT shall provide analyses of DISTRICT ownership and operating costs for the PROJECT.

15. The ARCHITECT shall provide interior design and other services required for, or in connection with, graphics and signage. All other interior design services are addressed under Article III as an Additional Service.

16. To the extent the ARCHITECT is not familiar or does not have experience with any materials or systems designed for the PROJECT, the ARCHITECT shall visit suppliers, fabricators, and manufacturers' facilities, such as for carpet, stone, wood veneers, standard or custom furniture, to review the quality or status of items being produced for the PROJECT.

17. The ARCHITECT shall cooperate and consult with DISTRICT in use and selection of manufactured items on the PROJECT, including, but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials, and floor coverings. All such manufactured items shall be standardized to the DISTRICT's criteria to the extent such criteria do not interfere with PROJECT design and are in compliance with the requirements of Public Contract Code §3400.

18. The ARCHITECT shall certify to the best of its information, pursuant to 40 Code of Federal Regulations §763.99(a)(7), that no asbestos-containing material was specified as a building material in any Construction Document for the PROJECT and will ensure that contractors provide the DISTRICT with a certification that all materials used in the construction of any school building are free from any asbestos-containing building materials ("ACBM's"). ARCHITECT shall include statements in the PROJECT's specifications that materials containing ACBM's shall not to be included or incorporated into the PROJECT. The ARCHITECT shall incorporate requirements into the PROJECT's specifications that indicate the above certification shall be part of the Contractor's final PROJECT submittal to the DISTRICT.

19. The ARCHITECT shall consider operating or maintenance costs when selecting systems for the DISTRICT. The ARCHITECT shall utilize grants and outside funding sources and work with the DISTRICT to utilize and consider funding from grants and alternative funding sources.

20. The ARCHITECT shall prepare for and make formal presentations to the Governing Board of the DISTRICT, attend public hearings and other public meetings. The ARCHITECT shall be prepared to address concept and programmatic requirements for the PROJECT in such presentations, public hearings and public meetings. In addition, the ARCHITECT shall attend and assist in legal proceedings that arise from the errors or omissions of the ARCHITECT.

21. The duties, responsibilities and limitations of authority of the ARCHITECT shall not be restricted, modified, or extended without written agreement between the DISTRICT and ARCHITECT.

22. The ARCHITECT shall comply with all federal, state, and local laws, rules, regulations and ordinances that are applicable to the PROJECT.

23. The ARCHITECT shall have access to the work at all times.

24. The ARCHITECT shall commit the same PROJECT representatives from the commencement of services under this AGREEMENT through the completion of the Project Close-Out Phase. Any change in staff will require the written approval of the DISTRICT.

25. **Schematic Design Phase**

a. The ARCHITECT shall meet with the DISTRICT to understand and verify the DISTRICT's requirements for its Program. In the cases where a Program is furnished to the ARCHITECT by the DISTRICT, the ARCHITECT shall review the DISTRICT's Program and address if the Program, in the ARCHITECT's professional opinion, is realistic. If there are issues with the Program that has been provided, as part of the Schematic Design Services, ARCHITECT shall rework the Program with the DISTRICT representative and the DISTRICT to establish a priority list of programmatic needs and items that may be within and outside of the DISTRICT's Budget. Once the Schematic Design, Program and Budget are reconciled with the DISTRICT representative, and the DISTRICT approves the Schematic Design, Program and Budget, the ARCHITECT may then move on to the Design Development Phase.

b. In the cases where the DISTRICT has not established a Program, the ARCHITECT shall work with the DISTRICT to help establish a Program and Budget based on available state funding, available grants, or available funds (in the cases where no funding or grants are available). The ARCHITECT's familiarity with how projects are funded by the state or through grants shall be part of the expertise the DISTRICT is relying upon in conjunction with the ARCHITECT's experiences with similar projects and programs for the establishment of the DISTRICT's Program and PROJECT under this AGREEMENT. The ARCHITECT shall not design for a Program or PROJECT that exceeds the DISTRICT's Budget unless the ARCHITECT obtains the written consent of the DISTRICT and an agreement that the ARCHITECT is permitted to exceed the available Budget.

c. The ARCHITECT shall prepare, for approval by the DISTRICT, Schematic Design Documents consisting of drawings, renderings, programmatic outlines, and other documents illustrating the scale and relationship of the PROJECT's components. These documents shall be prepared with the understanding that Design Development and Construction Documents Phases of this AGREEMENT shall be completed in accordance with the realistic understanding of and adherence to the Schematic Design. The Schematic Design Documents shall comply with all applicable laws, statutes, ordinances, codes, rules, and regulations of the State and local governmental agencies and/or authorities having

jurisdiction over the PROJECT, including, but not limited to, the OPSC, the CDE, DSA, the County Health Department and the local fire marshal/department, which are required for the final approval of the PROJECT's completed Construction Documents.

d. The ARCHITECT shall prepare schematic design studies and site utilization plans leading to a recommended solution together with a general description of the PROJECT and PROJECT's priorities for approval by the DISTRICT.

e. If directed by the DISTRICT at the time of approval of the Schematic Design Documents, the Construction Documents shall be prepared so that portions of the work of the PROJECT may be performed under separate construction contracts, phased construction contracts, or so that the construction of certain buildings, facilities, or other portions of the PROJECT may be deferred. Careful attention is directed to DSA requirements for phasing of projects and the likelihood that DSA or other agency approvals may expire during the phases. If there is an expiration and need to obtain additional DSA approvals for future phases, the ARCHITECT shall provide the DISTRICT with a written notification of the PROJECT approvals that may expire due to phasing. Alternate construction schemes made by the DISTRICT subsequent to the Design Development Phase shall be provided as an Additional Service pursuant to Article III unless the alternate construction scheme arises out of the PROJECT exceeding the estimated Budget constraint as a result of the ARCHITECT's services under this AGREEMENT.

f. The ARCHITECT shall submit a list of qualified engineers for the PROJECT for the DISTRICT's approval in conformance with Article XII. ARCHITECT shall ensure that each engineer places his or her name, seal, and signature on all drawings and specifications prepared by said engineer.

g. The ARCHITECT shall investigate existing conditions or facilities and verify drawings of such conditions or facilities.

h. The ARCHITECT shall perform Schematic Design services to keep the PROJECT within all Budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.

i. The ARCHITECT shall prepare and submit to the DISTRICT a written estimate of the Construction Cost in conformance with Articles V and VI and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost.

26. Design Development Phase (Preliminary Plans)

a. Upon approval by the DISTRICT of the Schematic Design services set forth above, the ARCHITECT shall prepare Design Development Documents based on the Schematic Design and based on the Program that has been approved by the DISTRICT. Such documents shall consist of site and floor plans, elevations, cross-sections, and other documents necessary to depict the design of the PROJECT, and shall outline specifications to fix and illustrate the size, character, and quality of the entire PROJECT as to the Program requirements, landscapes, architecture, civil, structural, mechanical, and electrical systems, materials, and such other essentials as may be appropriate. The ARCHITECT shall prepare

the Design Development Documents to comply with the requirements of all governmental agencies having jurisdiction over the PROJECT including, but not limited to, the OPSC, the CDE, DSA, the County Health Department and the local fire marshal/department.

b. The ARCHITECT shall prepare and submit to the DISTRICT a written estimate of the Construction Cost in conformance with Articles V and VI and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost.

c. The ARCHITECT shall perform all Design Development Services to keep the PROJECT within all Budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.

27. Construction Document Phase (Final Plans)

a. The ARCHITECT shall prepare, from the Design Development Documents approved by the DISTRICT, Construction Documents (in an acceptable Building Information Modeling format, such as Autodesk® Revit® and AutoCAD® Civil 3D®) including, but not limited to, all drawings and specifications for the PROJECT setting forth, in detail, the requirements for the construction of the entire PROJECT in conformity with all applicable (on and off site) governmental and code requirements including, but not limited to, the requirements of the OPSC, DSA, the local fire marshal/department, the County Health Department and any other governmental agency having jurisdiction over the PROJECT. The Construction Documents shall show all the work to be done in a minimum of LOD 200, as well as the materials, workmanship, finishes, and equipment required for the completion of the PROJECT. All Construction Documents prepared by the ARCHITECT shall be properly coordinated including, but not limited to, the various disciplines, dimensions, terminology, details, etc.

b. The ARCHITECT shall prepare and file all documents required for, and obtain the required approvals of, all governmental agencies having jurisdiction over the PROJECT including, but not limited to, the OPSC, CDE, DSA, local fire marshal/department, City Design Review, County Health Department, Department of Public Works, and any other governmental agencies or authorities which have jurisdiction over the PROJECT. The DISTRICT shall pay all fees required by such governmental agencies and/or authorities. ARCHITECT shall, whenever feasible, establish beforehand the exact costs due any governmental agencies and/or authorities in order to submit such cost information to the DISTRICT so payments can be prepared by the DISTRICT.

c. The ARCHITECT shall identify all tests and special inspections on the Statement of Structural Tests and Special Inspections (Form DSA 103) that are required for the completion of the PROJECT as designed and submit such DSA 103 to DSA for approval along with all other Construction Documents. Upon DSA's approval of the Construction Documents, including the approved DSA 103 for the PROJECT, the ARCHITECT shall ensure that a copy of the approved DSA 103 for the PROJECT is provided to the DISTRICT, the Laboratory of Record, each Special Inspector working on the PROJECT, the Project Inspector and the Contractor.

d. When the ARCHITECT is preparing the Construction Documents, the ARCHITECT shall include provisions that require the Contractor to:

(1) Provide the DISTRICT with five (5) complete sets of operation manuals;

(2) Provide adequate training and consultation to DISTRICT personnel in the operation, testing, start-up, adjusting and balancing of mechanical, electrical, heating, air conditioning, and other systems installed by Contractor or its subcontractors; and

(3) Prepare a marked set of prints which indicate the dimensioned location of buried utility lines and which show changes in the work made during construction ("as-built documents"). All as-built documents shall be provided to the DISTRICT in a format approved by the DISTRICT.

e. The ARCHITECT shall immediately notify the DISTRICT of adjustments in previous estimates of the Construction Cost arising from market fluctuations or approved changes in scope or requirements.

f. The ARCHITECT shall perform Construction Document Services to keep the PROJECT within all Program scope constraints set by the DISTRICT, as well as approved Budget, unless otherwise modified by written authorization by the DISTRICT.

g. As part of the ARCHITECT's professional services, ARCHITECT has coordinated the drawings on the PROJECT. It is suggested, but not mandatory, that ARCHITECT perform a clash detection review of the final Construction Documents prior to submission to DSA. However, if the Construction Manager, or Design Build entity performs a clash check, ARCHITECT shall work with the Construction Manager or Design Build entity to perform reasonable clash check resolution meetings and make revisions as necessary prior to DSA submission, during DSA review, and after DSA review (followed by CCD submission or Addenda submission to document any necessary changes).

h. If the estimated PROJECT Construction Cost exceeds the Budget, the ARCHITECT shall make all necessary design revisions at no cost to the DISTRICT to comply with the Budget and scope set by the DISTRICT in conformance with Articles V and VI, unless otherwise modified by written authorization of the DISTRICT.

28. **Bidding & Award Phase**

a. The ARCHITECT, following the DISTRICT's approval of the Construction Documents and of the latest estimate of Construction Cost, shall assist the DISTRICT in obtaining bids and awarding the Contract for the construction of the PROJECT.

b. The ARCHITECT shall prepare all the necessary bidding information and bidding forms required to bid the PROJECT. The ARCHITECT shall also assist the DISTRICT with the preparation of the Contractor's Contract form, the general conditions, the supplementary conditions, and all other contract documents necessary to bid the

PROJECT and award a complete Contract to the lowest responsible responsive bidder. The DISTRICT will provide the standard general conditions and supplementary conditions that must be incorporated into the Contract with the Contractor. The ARCHITECT shall review the general conditions, supplementary conditions, and all other contract documents provided by the DISTRICT for incorporation into the Contract with the Contractor and shall coordinate such documents with all other Construction Documents that are prepared by the ARCHITECT pursuant to this AGREEMENT. The ARCHITECT's coordination obligations under this Section include, but are not limited to, verifying that any and all bid instructions and requirements set forth in the specifications prepared by the ARCHITECT are also set forth in the Instructions to Bidders and the Bid Form that are distributed to the bidders in connection with the PROJECT. The ARCHITECT shall prepare and sign all written Addendums that are necessary to incorporate changes into the DSA approved Construction Documents prior to the award of the PROJECT. The ARCHITECT shall assist the DISTRICT in distributing all Addendums to each bidder that has obtained a set of the DSA approved Construction Documents. The ARCHITECT shall ensure that all Addendums are submitted to and approved by DSA prior to certification of the PROJECT.

c. The ARCHITECT shall deposit a reproducible set of Construction Documents including, but not limited to, all drawings and specifications for the PROJECT at a reprographics company specified by the DISTRICT for the bid and for printing of additional sets of the DSA approved Construction Documents during the PROJECT. In accordance with the requirements of this Section, the ARCHITECT shall forward all plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer files and/or BIM files) prepared by the ARCHITECT or the ARCHITECT's consultants during the course of the PROJECT to the reprographics company specified by the DISTRICT at no additional cost to the DISTRICT. The DISTRICT may request that such documents be delivered to the reprographics company selected by the DISTRICT in CADD, PLOT, TIFF or other format approved by the DISTRICT. In addition, the ARCHITECT shall provide the DISTRICT with a BIM format diskette file with all layers unprotected so the DISTRICT may utilize with a Construction Manager or Design Build entity. It is expressly understood that the release of the underlying BIM documents is for the limited use only for the PROJECT (unless otherwise agreed to in writing) and that changes that are made to the underlying BIM documents are not the responsibility of ARCHITECT. For documentation purposes, one record set of the transmitted documents shall be placed on a CD (or other acceptable electronic media) properly labeled as the record set of documents transmitted to the DISTRICT. Reasonable costs for producing this record document shall be reimbursed to the ARCHITECT and ARCHITECT's consultants. ARCHITECT is also advised to make a record set of clash detection checks to record the clashes that are encountered on the set of documents distributed for future record purposes and this clash detection shall also be placed on the CD. This clash detection document is not a requirement but simply recommended.

d. Upon the DISTRICT's request, the ARCHITECT shall recommend an acceptable plan room, or blueprinting shop, or, in the alternative, ARCHITECT shall print the necessary bidding information, Contract forms, general conditions, supplementary general conditions and all other Construction Documents necessary to bid the PROJECT

and award a complete Contract to a successful bidder and shall deliver/distribute such printed copies to all interested bidders.

e. The ARCHITECT shall make subsequent revisions to drawings, specifications, and other DSA approved Construction Documents that result from the approval of any substitution request, RFI, or submittal. All Revisions shall be prepared in writing and signed by the ARCHITECT. The ARCHITECT shall ensure that all Revisions are submitted to and approved by DSA prior to certification of the PROJECT.

f. If the lowest bid exceeds the Budget (or if a complete detailed estimate is prepared by a certified professional cost estimator from Construction Documents that are at least 90% completed) for the PROJECT, the ARCHITECT, in consultation with, and at the direction of, the DISTRICT, shall provide such modifications in the Construction Documents as necessary to bring the cost of the PROJECT within its Budget as set forth in Articles V and VI.

29. Construction Phase

a. Prior to the start of construction, the ARCHITECT shall certify that the following two documents have been submitted to DSA:

(1) Contract Information Form DSA-102.

(2) Inspector Qualification Record Form DSA-5 should be submitted 10 days prior to the time of starting construction.

b. The Construction Phase will commence with the award of the Construction Contract to Contractor.

c. The ARCHITECT shall reproduce five (5) sets of Construction Documents and all progress prints for the DISTRICT's and the DISTRICT's consultant's use at the ARCHITECT's expense.

d. The ARCHITECT shall provide technical direction to a full-time Project Inspector employed by, and responsible to, the DISTRICT, as required by applicable law. The ARCHITECT shall direct and monitor the work of the Laboratory of Record as required by applicable law and provide code required supervision of Special Inspectors not provided by the Laboratory of Record. Upon the DISTRICT's award of a Construction Contract to the Contractor, the ARCHITECT shall obtain the necessary Project Inspection Cards ("PIC") (Form DSA 152) from the DSA that are needed for the Project Inspector's use in approving and signing off work on the PROJECT as it is completed by the Contractor. The ARCHITECT shall verify that the Project Inspector has the appropriate amount of PIC's that are needed for the inspection and completion of the entire PROJECT prior to the commencement of any work by the Contractor on the PROJECT. The ARCHITECT shall provide the Project Inspector, Laboratory of Record and each Special Inspector with a copy of the DSA approved Construction Documents including, but not limited to, the approved Statement of Structural Tests and Special Inspections (Form DSA

103) prior to the commencement of any work on the PROJECT at the ARCHITECT's expense.

e. The ARCHITECT shall meet with the Project Inspector, DISTRICT, Contractor, Laboratory of Record and Special Inspectors as needed throughout the completion of the PROJECT to verify, acknowledge and coordinate the testing and special inspection program required by the DSA approved Construction Documents.

f. The ARCHITECT shall prepare Interim Verified Reports (Form DSA 6-AE) and submit such Interim Verified Reports to DSA, the Project Inspector and the DISTRICT prior to the Project Inspector's approval and sign off of any of the following sections of the PROJECT's PIC's as applicable:

- (1) Initial Site Work;
- (2) Foundation;
- (3) Vertical Framing;
- (4) Horizontal Framing;
- (5) Appurtenances;
- (6) Non-Building Site Structures;
- (7) Finish Site Work;
- (8) Other Work; or
- (9) Final.

If the ARCHITECT has delegated responsibility for any portion of the PROJECT's design to other engineers, the ARCHITECT shall ensure that such engineers submit the necessary Interim Verified Reports (Form DSA 6-AE) to DSA, the Project Inspector and the DISTRICT during the course of construction and prior to the Project Inspector's approval and sign off of the above sections of the PIC's as they relate to the portions of the PROJECT that were delegated to such engineers.

g. The ARCHITECT shall be responsible for reviewing and ensuring, on a monthly basis, that the Contractor is maintaining an up-to-date set of as-built documents which will be furnished to the DISTRICT upon completion. The ARCHITECT shall review the as-built documents prepared by the Contractor on a monthly basis and report whether they appear to be up to date, based upon the ARCHITECT's observations of the PROJECT. If it appears the as-built documents are not being kept up to date by the Contractor, the ARCHITECT shall recommend to the DISTRICT, in writing, an appropriate withholding from the Contractor's monthly payment application to account for the Contractor's failure to maintain such as-built documents.

h. The ARCHITECT will endeavor to secure compliance by Contractor with the Contract requirements, but does not guarantee the performance of the Contractor's Contract.

i. The ARCHITECT shall provide general administration of the Construction Documents including, but not limited to, the following:

(1) Visiting the PROJECT site to maintain such personal contact with the PROJECT as is necessary to assure the ARCHITECT that the Contractor's work is being completed, in every material respect, in compliance with the DSA approved Construction Documents (in no case shall the number of visits be less than once every week or as necessary to observe work being completed in connection with each block/section of a PIC so the ARCHITECT can verify that the work does or does not comply with the DSA approved Construction Documents, whichever is greater) in order to:

i. Become familiar with, and to keep the DISTRICT informed about, the progress and quality of the portion of the work completed and for the preparation of the weekly written reports the ARCHITECT will prepare and submit to the DISTRICT for its review;

ii. Become familiar with, and to keep DSA and Project Inspector informed about, the progress and quality of the portion of the work completed and for the preparation of the necessary Interim Verified Reports the ARCHITECT will prepare and submit to DSA and Project Inspector as necessary for the timely inspection of the PROJECT and for the approval and sign off of each block/section of the PIC's during the course of the PROJECT's construction;

iii. Endeavor to guard against nonconforming work and deficiencies in the work;

iv. Determine if the work is being performed in a manner indicating that the work, when fully completed, will be in accordance with the approved DSA Construction Documents;

v. Attend weekly on-site construction meetings, and being otherwise available to the DISTRICT and the Project Inspector for site meetings on an "as-needed" basis;

vi. Examine Contractor applications for payment and to issue certificates for payment in amounts approved by the necessary parties; and

vii. Verify, at least monthly, in coordination with the Project Inspector, that all as-built documents are being updated pursuant to the Contract between the DISTRICT and the Contractor.

(2) Making regular reports as may be required by all governmental agencies or authorities having jurisdiction over the PROJECT;

(3) Reviewing schedules and shop drawings for compliance with design;

(4) Approving substitution of materials, equipment, and the laboratory reports thereof for conformance to the DISTRICT's standards subject to DISTRICT knowledge and approval;

(5) Responding to DSA field trip notes;

(6) Preparing Construction Change Documents for approval by DSA;

(7) Preparing Immediate Change Directives as directed by the DISTRICT;

(8) Preparing change orders for written approval by the DISTRICT;

(9) Making Punch List observations when the PROJECT reaches Substantial Completion;

(10) Determining date of Substantial Completion and the date of final completion of the PROJECT;

(11) Providing a color schedule of all materials for the PROJECT for the DISTRICT's review and approval;

(12) Assembling and delivering to the DISTRICT written guarantees, instruction books, diagrams, charts, and as-built documents that will be provided by the Contractor pursuant to the Contract between the DISTRICT and the Contractor;

(13) Issuing the ARCHITECT's Certificate of Substantial Completion, Certificate of Completion and final certificate for payment; and

(14) Providing any other architectural services to fulfill the requirements of the Construction Documents and this AGREEMENT.

j. ARCHITECT shall provide the DISTRICT with written reports, as necessary, to inform the DISTRICT of any problems arising during construction, changes contemplated as a result of each problem, and the progress of work.

k. The ARCHITECT, as part of the ARCHITECT's Basic Services, shall advise the DISTRICT of any deficiencies in construction following the acceptance of the work and prior to the expiration of the guarantee period of the PROJECT.

l. The ARCHITECT shall be the interpreter of the requirements of the Construction Documents and advise the DISTRICT as to the performance by the Contractor thereunder.

m. The ARCHITECT shall make recommendations to the DISTRICT on claims relating to the execution and progress of the work and all matters and questions

relating thereto. The ARCHITECT's recommendations in matters relating to artistic effect shall be consistent with the intent of the Construction Documents.

n. The ARCHITECT shall advise the DISTRICT to reject work which does not conform to the Construction Documents. The ARCHITECT shall promptly inform the DISTRICT whenever, in the ARCHITECT's opinion, it may be necessary to stop the work to avoid the improper performance of the Contract. The ARCHITECT has authority to require additional inspection or testing of the work in accordance with the provisions of the Construction Documents, whether work is fabricated, installed, or completed.

o. The ARCHITECT shall not issue orders to the Contractor that might commit the DISTRICT to extra expenses, or otherwise amend the Construction Documents, without first obtaining the written approval of the DISTRICT.

p. The ARCHITECT shall be the DISTRICT's representative during construction and shall advise and consult with the DISTRICT. The ARCHITECT shall have authority to act on behalf of the DISTRICT only to the extent provided in this AGREEMENT, unless otherwise modified in writing.

q. The ARCHITECT shall prepare all documents and/or drawings made necessary by errors and omissions in the originally approved drawings or specifications, and such modifications therein as may be necessary to meet unanticipated conditions encountered during construction, at no additional cost or expense to the DISTRICT. In addition, the ARCHITECT shall, at no additional cost, provide services made necessary by defect or deficiencies in the work of the Contractor which, through reasonable care, should have been discovered by the ARCHITECT and promptly reported to the DISTRICT and Contractor, but which ARCHITECT failed to do.

r. The ARCHITECT shall examine, verify, and approve the Contractor's applications for payment and issue certificates for payment for the work and materials provided by the Contractor which also reflect the ARCHITECT's recommendation as to any amount which should be retained or deducted from those payments under the terms of the Construction Documents or for any other reason. The ARCHITECT's certification for payment shall constitute a representation to the DISTRICT, based on the ARCHITECT's observations and inspections at the site, that the work has progressed to the level certified, that quality of the work is in accordance with the DSA approved Construction Documents, that the as-built documents are up to date, and that the Contractor is entitled to payment in the amount certified.

s. The ARCHITECT shall review and approve, or take other appropriate action, upon the Contractor's submittals of shop drawings, product data, and samples for the purpose of checking for conformance with the Construction Documents. The ARCHITECT's actions shall not delay the work, but should allow for sufficient time, in the ARCHITECT's professional judgment, to permit adequate review. The ARCHITECT shall ensure that all deferred approval submittals are resolved and approved by DSA prior to certification of the PROJECT.

t. After the PROJECT has been let, all changes to the DSA approved Construction Documents shall be made by means of a Construction Change Document ("CCD") unless otherwise approved by the DISTRICT in writing. The ARCHITECT shall be responsible for preparing each CCD related to the PROJECT and shall determine which changes affect the Structural, Access or Fire & Life Safety (collectively "SAFLS") portions of the PROJECT and ensure that such changes are documented and implemented through a written CCD-Category A (Form DSA 140). All CCD-Category A's must be submitted to the DSA by the ARCHITECT with all supporting documentation and data and must be approved by the DSA before such work can commence on the PROJECT. The ARCHITECT shall obtain the DISTRICT's approval of all CCD-Category A's before they are submitted to the DSA for review and approval. All other changes to the DSA approved Construction Documents not involving SAFLS portions of the PROJECT are not required to be submitted to the DSA unless the DSA specifically requires such changes to be submitted to the DSA in the form of a written CCD-Category B (Form DSA 140) inclusive of all supporting documentation and data. Changes that are not determined by the ARCHITECT and/or DSA to require documentation through an approved CCD-Category A or CCD-Category B shall be documented through an alternative CCD form or other document approved by the DISTRICT.

u. The ARCHITECT shall prepare and issue Immediate Change Directives ("ICD") to the Contractor when directed by the DISTRICT to complete the work that is necessary due to the Contractor's failure to complete the PROJECT in accordance with the DSA approved Construction Documents. The ARCHITECT shall provide the Project Inspector with a copy of the ICD and direct the Project Inspector to inspect the work as it is completed in accordance with the ICD.

v. All changes to the DSA approved Construction Documents, whether set forth in a CCD, ICD or any other document approved by the DISTRICT, shall be incorporated into change orders by the ARCHITECT for the DISTRICT's approval. Each change order shall identify: (1) the description of the change in the work; (2) the amount of the adjustment to the Contractor's Contract sum, if any; and (3) the extent of the adjustment in the Contractor's Contract Time, if any. The ARCHITECT shall prepare change orders, with supporting documentation and data, for the DISTRICT's review in accordance with the Construction Documents, and may authorize minor changes in the work not involving an adjustment in the contract sum or an extension of time. The ARCHITECT shall evaluate and make written recommendations regarding Contractor's proposals for possible change orders.

w. The ARCHITECT shall, at the ARCHITECT's expense, prepare a set of reproducible record drawings showing significant changes in the work made during construction based on the marked-up prints, drawings and other data furnished by the Contractor to the ARCHITECT.

x. The ARCHITECT shall inspect the PROJECT to determine the date or dates of Substantial Completion and final completion. The ARCHITECT shall receive and forward to the DISTRICT for the DISTRICT's review all written warranties and related documents required by the Construction Documents, and issue a final certificate for

payment upon Contractor compliance with the requirements of the Construction Documents. In the event the approved schedule for the PROJECT has been exceeded due to the fault of the Contractor, the ARCHITECT shall issue a written notice to the DISTRICT and the Contractor evaluating the cause of the delay(s) and shall advise the DISTRICT and the Contractor of the commencement of liquidated damages under the Contract between the DISTRICT and Contractor.

y. The ARCHITECT shall provide written evaluation of the Contractor's performance under the requirements of the Construction Documents when requested in writing by the DISTRICT. When the ARCHITECT has actual knowledge of any defects, errors, or deficiencies with respect to the Contractor's performance on the PROJECT, the ARCHITECT shall provide the DISTRICT and the Contractor with written notification of such defects, errors, or deficiencies.

z. The ARCHITECT shall:

(1) Review all requests for information ("RFI"), submittals, and substitution requests that are submitted by the Contractor in connection with the PROJECT;

(2) Determine the data criteria required to evaluate requests for substitutions; and

(3) Be responsible for ensuring that all RFI's, submittals and substitution requests by the Contractor are responded to not later than fourteen (14) days, or as soon as the circumstances require.

aa. The ARCHITECT shall be responsible for gathering information and processing forms required by any applicable governing agencies and/or authorities having jurisdiction over the PROJECT including, but not limited to, the County Health Department, the local building departments, local fire departments, the OPSC, and DSA, in a timely manner and ensure proper close-out of the PROJECT.

bb. The ARCHITECT shall obtain the DISTRICT's approval of all CCD immediately following the request for such changes by the Contractor or upon any other circumstances necessitating a change. Furthermore, the ARCHITECT shall maintain a log of all CCD's, ICD's change orders or any other DISTRICT approved form documenting changes to the DSA approved Construction Documents (the "Changes Log"), including status, for the DISTRICT's review and approval. The ARCHITECT shall submit the Changes Log to the DISTRICT with its monthly invoice. Submission of the Changes Log is a requirement for payments to the ARCHITECT during the course of construction.

cc. The ARCHITECT shall evaluate and render written recommendations within a reasonable time on all claims, disputes, or other matters at issue between the DISTRICT and Contractor relating to the execution or progress of the work as provided in the Contract between the DISTRICT and the Contractor. Under no circumstances should this evaluation take longer than 20 calendar days from the date the claim is received by the ARCHITECT.

dd. The ARCHITECT shall provide assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation.

ee. The ARCHITECT shall review the list of minor defects, deficiencies, and/or incomplete items (hereinafter the "Punch List") and the fully executed Verified Report (Form DSA-6) that are submitted to the DISTRICT by the Contractor when the Contractor considers the PROJECT to be Substantially Complete. The ARCHITECT shall inspect the PROJECT, in conjunction with the Contractor, in order to verify the Contractor's Punch List, add any other items to the Punch List and to confirm that Substantial Completion has been reached on the PROJECT. In the event the Contractor does not submit a fully executed Verified Report with its proposed Punch List, the ARCHITECT shall reject the Contractor's Punch List, in writing, as premature. If Substantial Completion of the PROJECT is verified by the ARCHITECT and the required Verified Report has been submitted to the DISTRICT for review, the ARCHITECT shall finalize the Punch List and notify the Contractor in writing that all Punch List items must be corrected prior to acceptance of the PROJECT and final payment, and that all Punch List items must be completed within the duration set forth in the Contract between the DISTRICT and the Contractor. The DISTRICT shall also be notified in writing of all Punch List items identified by the ARCHITECT and the Contractor. The ARCHITECT shall notify the DISTRICT when all Punch List items have been corrected by the Contractor for the DISTRICT's final acceptance of the PROJECT and final payment. In the event the Contractor fails to correct any Punch List item(s) within the duration set forth in the Contract between the DISTRICT and the Contractor, the ARCHITECT shall inform the DISTRICT of such default and provide the DISTRICT with a reasonable valuation of the cost to correct each outstanding Punch List item for deduction from the Contractor's final payment and/or retention. For purposes of this AGREEMENT, "Substantial Completion" shall mean the following five (5) conditions have been met: (1) all contractually required work/items have been completed and installed with the exception of only minor and incomplete items on the Punch List; (2) All Fire/Life Safety Systems have been installed, and are working and signed off on the DSA Form 152 Inspection Cards; (3) all building systems including mechanical, electrical and plumbing are functioning; (4) all other items on the PROJECT's DSA Form 152 Inspection Cards have been approved and signed off; and (5) the PROJECT is fit for occupancy and its intended use.

ff. Once the ARCHITECT has verified the Substantial Completion of the PROJECT, the ARCHITECT shall issue a Certificate of Substantial Completion to the Contractor and the DISTRICT. Upon the issuance of the Certificate of Substantial Completion, the ARCHITECT shall prepare and submit to the DSA, Project Inspector and the DISTRICT a written Verified Report, on Form DSA 6AE, pursuant to Section 4-336 of Title 24 of the California Code of Regulations. The ARCHITECT shall also submit a signed Verified Report to the DSA, Project Inspector and the DISTRICT upon any of the following events:

- (1) Work on the PROJECT is suspended for a period of more than one month;

(2) The services of the ARCHITECT are terminated for any reason prior to the completion of the PROJECT; or

(3) DSA requests a Verified Report.

gg. The ARCHITECT and its consultants shall verify that all defective, deficient, or incomplete work identified in any Notice(s) of Deviation or similar notice(s) issued by the ARCHITECT, Project Inspector, Special Inspector(s), Laboratory of Record and/or any governmental agency or authority, is fully corrected and closed before the ARCHITECT approves any final Punch List by the Contractor. As part of the ARCHITECT's Basic Services under this Section, the ARCHITECT shall direct the applicable Inspectors, Special Inspectors, and/or engineers on the PROJECT to visually verify that each defective, deficient and/or incomplete item of work referenced in each Notice of Deviation have been rectified and closed prior to the approval of the final Punch List and the issuance of any Certificate of Substantial Completion by the ARCHITECT. In the event the ARCHITECT and/or its consultants fail to verify that such work has been corrected by the Contractor before the ARCHITECT approves the final Punch-List and such work has in fact not been corrected, the ARCHITECT shall be responsible for performing all the architectural and/or engineering services necessary, at no additional cost to the DISTRICT, to ensure such open and outstanding items in the Notice(s) of Deviation are addressed accordingly and that all work related to such notices is corrected in a manner acceptable to the DISTRICT and the DSA.

30. **Project Close-Out**

a. Within thirty (30) days after the completion of the PROJECT's construction and the ARCHITECT's receipt of as-built documents from the Contractor, ARCHITECT will review the as-built documents prepared by the Contractor and revise the record drawings and specifications so that they include all material changes made necessary by CCD's, ICD's, change orders, RFI's, change order requests ("COR's"), Bulletins, clarifications as noted by the Contractor in its as-built documents and/or any other DISTRICT approved document which details the changes that were made to the DSA approved Construction Documents. The ARCHITECT shall incorporate such changes into a complete AutoCAD as-built file, in the original, executable, software format, and PDF files, and provide all such documents, including five (5) hard copies, to the DISTRICT at no additional cost. In the event the Contractor fails to provide its as-built documents within 30 days of the PROJECT's completion, the ARCHITECT shall notify the DISTRICT, in writing, of the Contractor's failure and recommend the appropriate withholding from the Contractor's final payment under the Contract with the DISTRICT.

b. The ARCHITECT shall assist the DISTRICT in securing the delivery of any and all applicable documents described in Sections c and d below, to the DSA for review prior to issuance of a "Certificate of Completion." The ARCHITECT shall submit all documents prepared by, or in control of, the ARCHITECT to the DSA without delay.

c. During the period the PROJECT is under construction, the ARCHITECT shall certify that the following documents have been submitted to the DSA:

- (1) Copies of the Project Inspector's semi-monthly reports;
- (2) Copies of the laboratory reports on all tests or laboratory inspections as returned and done on the PROJECT;
- (3) Copies of all the necessary PIC's which have been approved and signed off by the Project Inspector for the certification by DSA; and
- (4) All other documents required to be submitted to the DSA in accordance with Title 24 and the Construction Oversight Process Procedure set forth in the DSA's PR 13-01.

The ARCHITECT shall notify the DISTRICT, in writing, if any of the above forms are not promptly submitted to the DSA by the responsible parties. If necessary, the ARCHITECT shall assist the DISTRICT in obtaining the delivery of the above documents to the DSA.

d. Upon the completion of all construction, including all Punch List items, the ARCHITECT shall assist the DISTRICT in securing the delivery of the following documents to the DSA:

- (1) Copy of the Notice of Completion.
- (2) Final Verified Report Form DSA-6A/E certifying all work is 100% complete from the ARCHITECT, structural engineer, mechanical engineer, and electrical engineer.
- (3) Final Verified Report Form DSA-6 certifying all work is 100% complete from the Contractor or Contractors, Project Inspector, and Special Inspector(s).
- (4) Verified Reports of Testing and Inspections as specified on the approved drawings and specifications, i.e., Final Laboratory Report, Welding, Glued-Laminated Timber, etc.
- (5) Weighmaster's Certificate (if required by approved drawings and specifications).
- (6) Copies of the signature page of all Addenda as approved by the DSA.
- (7) Copies of the signature pages of all deferred approvals as approved by the DSA.
- (8) Copies of the signature pages of all Revisions as approved by the DSA.

(9) Copies of the signature page of all applicable Construction Change Documents as approved by the DSA.

(10) Verification by the Project Inspector that all items noted on any "Field Trip Notes" have been corrected.

The ARCHITECT shall notify the DISTRICT, in writing, if any of the above items are not promptly submitted to the DSA and/or the DISTRICT by the responsible parties. If necessary, the ARCHITECT shall assist the DISTRICT in obtaining the above documents for delivery to the DSA.

ARTICLE III - ADDITIONAL ARCHITECT'S SERVICES

1. The ARCHITECT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the ARCHITECT's control ("Additional Services"). The ARCHITECT shall obtain written authorization from the DISTRICT before rendering Additional Services. Compensation for all valid Additional Services shall be negotiated and approved in writing by the DISTRICT before such Additional Services are performed by the ARCHITECT. No compensation shall be paid to the ARCHITECT for any Additional Services that are not previously approved by the DISTRICT in writing. Additional Services may include:

a. Making material revisions in drawings, specifications or other documents when such revisions are required by the enactment or revision of laws, rules, or regulations subsequent to the preparation and completion of the Construction Documents;

b. Preparing drawings, specifications and other documentation and supporting data, and providing other services in connection with change orders required by causes beyond the control of the ARCHITECT which are not the result of the direct or indirect negligence, errors, or omissions on the part of the ARCHITECT;

c. Providing consultation concerning the replacement of work damaged by fire and furnishing services required in connection with the replacement of such work;

d. Providing services made necessary by the default of the Contractor, which does not arise directly or indirectly from negligence, errors, or omissions of ARCHITECT;

e. If the DISTRICT requests the PROJECT be let on a segregated basis after the completion of Design Development Phase where segregation does not arise from ARCHITECT exceeding the estimated Budget constraint, then plan preparation and/or contract administration work to prepare the segregated plans is an Additional Service subject to prior negotiation and written approval by the DISTRICT;

f. Providing contract administration services after the construction Contract time (including any Governmental Delay Float as addressed in the General Conditions of the Construction Contract with Contractor) has been exceeded through no fault of the ARCHITECT, where it is determined that the fault is that of the Contractor, and liquidated damages are collected therefor. The ARCHITECT's compensation is expressly

conditioned on the lack of fault of the ARCHITECT and payment will be made upon collection of liquidated damages from the Contractor. Payment of the ARCHITECT shall be made from collected liquidated damages;

g. Providing BIM documents that exceeds LOD 200; and

h. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with generally accepted architectural practice.

2. If authorized in writing by the DISTRICT, the ARCHITECT shall provide one or more PROJECT representatives to assist in carrying out more extensive representation at the site than is described in Article II. The PROJECT representative(s) shall be selected, employed, and directed by the ARCHITECT, and the ARCHITECT shall be compensated therefor as agreed by the DISTRICT and ARCHITECT. Through the observations of such PROJECT representative(s), the ARCHITECT shall endeavor to provide further protection for the DISTRICT against defects and deficiencies in the work, but the furnishing of such PROJECT representation shall not modify the rights, responsibilities, or obligations of the ARCHITECT as described elsewhere in this AGREEMENT. Such services shall be negotiated and approved in writing by the DISTRICT.

ARTICLE IV - DISTRICT'S RESPONSIBILITIES

1. The DISTRICT shall provide to the ARCHITECT information regarding requirements for the PROJECT, including information regarding the DISTRICT's objectives, schedule, and budget constraints, as well as any other criteria provided by the DISTRICT.

2. Prior to the Schematic Design Phase, the ARCHITECT shall prepare a current overall budget for the PROJECT which shall include the Construction Cost budget for the PROJECT. The overall budget shall be based upon the DISTRICT's objectives, schedule, budget constraints, and any other criteria that are provided to the ARCHITECT by the DISTRICT pursuant to Article IV, Section 1, above. The DISTRICT shall approve the Construction Cost budget prepared by the ARCHITECT pursuant to this Section and this shall be the "Budget" for the PROJECT as set forth in this AGREEMENT.

3. The DISTRICT shall notify the ARCHITECT of administrative procedures required and name a representative authorized to act on its behalf. The DISTRICT shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the PROJECT. The DISTRICT shall observe the procedure of issuing any orders to Contractors only through the ARCHITECT.

4. The DISTRICT shall give prompt written notice to the ARCHITECT if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the Construction Documents. However, the DISTRICT's failure or omission to do so shall not relieve the ARCHITECT of the ARCHITECT's responsibilities under Title 21, Title 24, and the Field Act hereunder. The DISTRICT shall have no duty to observe, inspect, or investigate the PROJECT.

5. The proposed language of certifications requested of the ARCHITECT or ARCHITECT's consultants shall be submitted to the ARCHITECT for review and approval at least fourteen (14) days prior to execution.

6. The DISTRICT shall provide a topographical survey to the ARCHITECT upon request.

ARTICLE V - COST OF CONSTRUCTION

1. During the Schematic Design, Design Development, and Construction Document Phases, the ARCHITECT's estimates of Construction Cost shall be reconciled against the Budget approved by the DISTRICT pursuant to Article IV, Section 2.

2. The PROJECT's "Construction Cost," as used in this AGREEMENT, means the total cost to the DISTRICT of all work designed or specified by the ARCHITECT, which includes the total award from the initial construction Contract(s) plus the work covered by approved change orders and/or any alternates approved by the DISTRICT. The Construction Cost shall not include any costs that are not specifically referenced in this Article V, Section 2, as approved costs. Costs excluded from the Construction Cost include, but are not limited to, payments to the ARCHITECT or other DISTRICT consultants, costs of inspections, surveys, tests, and landscaping not included in PROJECT.

3. If the PROJECT is using the multiple-prime delivery method of construction, the Construction Manager's fees and/or general conditions will only be included in the total Construction Cost used to calculate the ARCHITECT's fee only if agreed upon in a separate writing approved by the DISTRICT. Absent any written agreement, the Construction Manager's fees or general conditions shall not be included in the total Construction Cost used to calculate the ARCHITECT's fee.

4. When labor or material is furnished by the DISTRICT below its market cost, the Construction Cost shall be based upon current market cost of labor and new material.

5. The Construction Cost shall be the acceptable estimate of Construction Costs to the DISTRICT as submitted by the ARCHITECT until such time as bids have been received, whereupon it shall be the bid amount of the lowest responsible responsive bidder.

6. Any Budget or fixed limit of Construction Cost shall be adjusted if the bidding has not commenced within ninety (90) days after the ARCHITECT submits the Construction Documents to the DISTRICT to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the DISTRICT and the date on which bids are sought for the PROJECT.

7. If the lowest bid received exceeds the Budget:

a. The DISTRICT may give written approval of an increase of such fixed limit and proceed with the construction of the PROJECT;

b. The DISTRICT may authorize rebidding of the PROJECT within a reasonable time;

c. If the PROJECT is abandoned, the DISTRICT may terminate this AGREEMENT in accordance with Article VIII, Section 2;

d. The DISTRICT may request the ARCHITECT prepare, at no additional cost, deductive change packages that will bring the PROJECT within the Budget; or

e. The DISTRICT may request the ARCHITECT cooperate in revising the PROJECT scope and quality as required to reduce the Construction Cost.

8. If the DISTRICT chooses to proceed under Article V, Section 7(e), the ARCHITECT, without additional charge, agrees to redesign the PROJECT until the PROJECT is brought within the Budget set forth in this AGREEMENT. Redesign does not mean phasing or removal of parts of the PROJECT unless agreed to in writing by the DISTRICT. Redesign means the redesign of the PROJECT, with all its component parts, to meet the Budget set forth in this AGREEMENT.

ARTICLE VI - ESTIMATE OF PROJECT CONSTRUCTION COSTS

1. Estimates referred to in Article II shall be prepared on a square foot/unit cost basis, or more detailed computation if deemed necessary by the DISTRICT, considering prevailing construction costs and including all work for which bids will be received. It is understood that the PROJECT Construction Cost is affected by the labor and/or material market as well as other conditions beyond the control of the ARCHITECT or DISTRICT.

2. The ARCHITECT shall prepare and review the ARCHITECT's estimates of Construction Cost at each phase of the ARCHITECT's services. The ARCHITECT shall provide the DISTRICT with a written evaluation of the estimates at each phase of the ARCHITECT's services. The ARCHITECT's written evaluations shall, among other things, evaluate how the estimates compare to the Budget. If such estimates are in excess of the Budget, the ARCHITECT shall revise the type or quality of construction to come within the Budget at no additional cost to the DISTRICT. The ARCHITECT's initial budget and scope limitations shall be realistic and be reviewed with the DISTRICT prior to formalization.

3. The ARCHITECT, upon request of the DISTRICT, shall prepare a detailed estimate of Construction Costs at no additional cost.

ARTICLE VII - ARCHITECT'S DRAWINGS AND SPECIFICATIONS

1. All documents including, but not limited to, plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer files, BIM files and/or AutoCAD files) prepared by the ARCHITECT or the ARCHITECT's consultants for this PROJECT, shall be and remain the property of the DISTRICT pursuant to Education Code section 17316 for the purposes of repair, maintenance, renovation, modernization, or other purposes as they relate to the PROJECT. The DISTRICT, however, shall not be precluded from using the ARCHITECT's or ARCHITECT's consultant's documents enumerated above for the purposes of additions, alignments, or other development on the PROJECT site.

2. If DISTRICT intends to reuse ARCHITECT's plans, specifications, or other documents for a project or projects other than that which is the subject of this AGREEMENT, and

for which the ARCHITECT is not the architect of record, a fee of three percent (3%) of the Construction Costs shall be paid to the ARCHITECT for such reuse. In the event of such reuse or modification of the ARCHITECT's drawings, specification, or other documents by any person, firm, or legal entity, the DISTRICT agrees to indemnify, defend, and hold the ARCHITECT harmless from and against any and all claims, liabilities, suits, demands, losses, costs, and expenses, including, but not limited to, reasonable attorneys' fees accruing to, or resulting from, any and all persons, firms, or any other legal entity, on account of any damage or loss to property or persons including, but not limited to, death arising out of such unauthorized use, reuse or modification of the ARCHITECT's drawings, specifications, or other documents. The DISTRICT further agrees to remove the names and seals of the ARCHITECT and the ARCHITECT's consultants from the title block and signature pages. The DISTRICT, however, may use the ARCHITECT's plans and documents as enumerated in this Article as reference documents for the purposes of additions, alignments, or other development on the PROJECT site. Prior to reuse of the ARCHITECT's documents for any project other than an addition, alignment, or other development on the PROJECT site, the DISTRICT agrees to notify the ARCHITECT in writing of such reuse.

ARTICLE VIII - TERMINATION

1. This AGREEMENT may be terminated by either PARTY upon fourteen (14) days' written notice to the other PARTY in the event of a substantial failure of performance by such other PARTY, including insolvency of the ARCHITECT, or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.

2. In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records and expense reports, up until the date of the abandonment or postponement, plus any sums due the ARCHITECT for Board approved Additional Services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents, whether delivered to the DISTRICT or in the possession of the ARCHITECT. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased consultant and replacement architect costs, shall be deducted from payments due the ARCHITECT.

3. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article VIII, Section 4, below, and ARCHITECT shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense, or liability may be claimed, requested, or recovered by ARCHITECT.

4. This AGREEMENT may be terminated without cause by the DISTRICT upon fourteen (14) days' written notice to the ARCHITECT. In the event of a termination without cause, the DISTRICT shall pay the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records and expense reports, up until the date of notice of termination plus any sums due the ARCHITECT for

Board-approved Additional Services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents, whether delivered to the DISTRICT or in the possession of the ARCHITECT. In addition, ARCHITECT will be reimbursed for reasonable termination costs through the payment of 3% beyond the sum due the ARCHITECT under this Section through 50% completion of the ARCHITECT's services under this AGREEMENT and, if 50% completion is reached, payment of 3% of the unpaid balance of the AGREEMENT to ARCHITECT as termination cost. This 3% payment is agreed to compensate the ARCHITECT for the unpaid profit ARCHITECT would have made under the PROJECT on the date of termination and is consideration for entry into this termination for convenience clause.

5. In the event of a dispute between the PARTIES as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the PARTIES shall attempt to resolve the dispute. Pending resolution of this dispute, ARCHITECT agrees to continue the work diligently to completion. If the dispute is not resolved, ARCHITECT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but ARCHITECT's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute after the PROJECT has been completed, and not before.

ARTICLE IX - ACCOUNTING RECORDS OF THE ARCHITECT

1. Records of the ARCHITECT's direct personnel and reimbursable expenses pertaining to the services performed on this PROJECT and records of accounts between the DISTRICT and Contractor shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or his authorized representative at mutually convenient times.

ARTICLE X - COMPENSATION TO THE ARCHITECT

The DISTRICT shall compensate the ARCHITECT as follows:

1. The ARCHITECT's fees for performing Additional Services related to change orders are paid as approved by the DISTRICT's Board. If a change order is approved without ARCHITECT fee, no fee will be paid to the ARCHITECT unless negotiated and approved prior to commencing the change order-related services.

2. The ARCHITECT's compensation for performing all the Basic Services required by this AGREEMENT including, but not limited to, those services detailed in Article I and II, shall be as follows:

Schematic Design Phase: No more than 10% of the estimated Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid monthly based on actual level of completion

- Design Development Phase: No more than 15% of the estimated Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid monthly based on actual level of completion
- Construction Docs Phase No more than 35% of the estimated Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid monthly based on actual level of completion
- DSA Approval Phase: No more than 5% of the estimated Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid upon DSA approval of the PROJECT including incorporation and approval of any back-check comments
- Bidding Phase: No more than 2% of the estimated Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid monthly based on actual level of completion
- Construction Admin. Phase: No more than 25% of the actual Architect Fee, as determined under Exhibit "A" to this AGREEMENT and the accepted bid, to be paid monthly based on actual level of completion
- Project Close-Out: Balance of actual Architect Fee to be paid after the all the Project Close-Out requirements set forth in Article II have been completed and the PROJECT is certified by DSA and the Notice of Completion has been recorded.

3. The ARCHITECT and its consultants shall maintain time sheets detailing information including, but not limited to, the name of the employee, date, a description of the task performed in sufficient detail to allow the DISTRICT to determine the services provided, and the time spent for each task. The DISTRICT and ARCHITECT may otherwise mutually agree, in writing, on alternative types of information and levels of detail that may be provided by the ARCHITECT and its consultants pursuant to this Article X.

4. The ARCHITECT shall invoice all fees and/or costs monthly for the Basic Services that are provided in accordance with this AGREEMENT from the time the ARCHITECT begins work on the PROJECT. The ARCHITECT shall submit one (1) invoice monthly to the DISTRICT detailing all the fees associated with the applicable progress to completion percentage, reimbursable expenses (if any), and Additional Services (if any) incurred for the monthly billing period. Invoices requesting reimbursement for expenses incurred during the billing period must clearly list items for which reimbursement is being requested and be accompanied by proper documentation (e.g., receipts, invoices), including a copy of the DISTRICT's authorization notice for the invoiced item(s), if applicable. Invoices requesting payment for Additional Services must reflect the negotiated compensation previously approved by the DISTRICT and include a copy of the DISTRICT's written authorization notice approving the Additional Services and the additional compensation approved by the DISTRICT. No payments will be made by the DISTRICT to the ARCHITECT for monthly invoices requesting reimbursable expenses or Additional Services absent the prior written authorization of the DISTRICT. The DISTRICT's prior written authorization is an express condition

precedent to any payment by the DISTRICT for Additional Services or reimbursable expenses and no claim by the ARCHITECT for additional compensation related to Additional Services or reimbursable expenses shall be valid absent such prior written approval by the DISTRICT.

5. When ARCHITECT's Fee is based on a percentage of Construction Cost and any portions of the PROJECT are deleted or otherwise not constructed, compensation for those portions of the PROJECT shall be payable, to the extent actual services are performed, in accordance with the schedule set forth in Article X, Section 2, above, based on the lowest responsive bid price.

6. To the extent that the time initially established for the completion of ARCHITECT's services is exceeded or extended through no fault of the ARCHITECT, compensation for any services rendered during the additional period of time shall be negotiated and subject to the prior written approval of the DISTRICT.

ARTICLE XI - REIMBURSABLE EXPENSES

1. Reimbursable expenses are in addition to compensation for basic and extra services, and shall be paid to the ARCHITECT at one and one-tenth (1.1) times the expenses incurred by the ARCHITECT, the ARCHITECT's employees and consultants for the following specified items:

a. Approved reproduction of drawings and specifications in excess of the copies provided by this AGREEMENT which includes all the sets of the Construction Documents and all progress prints; and

b. Approved agency fees.

2. Approved reimbursable expenses are estimated to be _____ Dollars (\$_____) and this amount shall not be exceeded without the prior written approval of the DISTRICT. Reimbursable expense allowance is subject to adjustment pending definition of the Phase II scope as approved by the DISTRICT.

3. Reimbursable Expenses shall not include the following specified items or any other item not specifically identified in Article XI, Section 1 above:

a. Travel expenses;

b. Check prints;

c. Prints or plans or specifications made for ARCHITECT's consultants and all progress prints;

d. Preliminary plans and specifications;

e. ARCHITECT's consultants' reimbursables;

f. Models or mock-ups; and

g. Meetings with Cities, planning officials, fire departments, DSA, State Allocation Board or other public agencies.

4. The DISTRICT's prior written authorization is an express condition precedent to any reimbursement to ARCHITECT of such costs and expenses for items not included in Article XI, Section 1 above as an allowable reimbursable expense, and no claim for any additional compensation or reimbursement shall be valid absent such prior written approval by DISTRICT. Payment for these reimbursable expenses shall be made as set forth in Article X.

ARTICLE XII - EMPLOYEES AND CONSULTANTS

1. The ARCHITECT, as part of the ARCHITECT's basic professional services, shall furnish the consultant services necessary to complete the PROJECT including, but not limited to: landscape architects; theater and acoustical consultants; structural, mechanical, electrical and civil engineers; and any other necessary design professionals and/or consultants as determined by the ARCHITECT and acceptable to the DISTRICT. All consultant services shall be provided at the ARCHITECT's sole expense. The ARCHITECT shall be responsible for the coordination and cooperation of all architects, engineers, experts or other consultants employed by the ARCHITECT. The ARCHITECT shall ensure that its engineers and/or other consultants file the

required Interim Verified Reports, Verified Report and other documents that are necessary for the PROJECT's timely inspection and close-out as required by the applicable governmental agencies and/or authorities having jurisdiction over the PROJECT including, but not limited to, DSA. The ARCHITECT shall ensure that its engineers and consultants observe the construction of the PROJECT during the course of construction, at no additional cost to the DISTRICT, to maintain such personal contact with the PROJECT as is necessary to assure such engineers and consultants that the Contractor's work is being completed, in every material respect, in compliance with the DSA approved Construction Documents (in no case shall the number of visits be less than once every week or as necessary to observe work being completed in connection with each block/section of a PIC so such engineers and consultants can verify that the work does or does not comply with the DSA approved Construction Documents, whichever is greater).

2. The ARCHITECT shall submit, for written approval by the DISTRICT, the names of the consultants and/or consultant firms proposed for the PROJECT. The ARCHITECT shall notify the DISTRICT of the identity of all design professionals and/or consultants in sufficient time prior to their commencement of services to allow the DISTRICT a reasonable opportunity to review their qualifications and object to their participation on the PROJECT if necessary. The ARCHITECT shall not assign or permit the assignment of any design professionals, engineers, or other consultants to the PROJECT to which DISTRICT has a reasonable objection. Approved design professionals and/or consultants shall not be changed without the prior written consent of the DISTRICT. Nothing in this AGREEMENT shall create any contractual relation between the DISTRICT and any consultants employed by the ARCHITECTS under the terms of this AGREEMENT.

3. ARCHITECT's consultants shall be licensed to practice in California and have relevant experience with California school design and construction during the last five years. If any employee or consultant of the ARCHITECT is not acceptable to the DISTRICT, then that individual shall be replaced with an acceptable competent person at the DISTRICT's request.

4. The construction administrator or field representative assigned to the PROJECT by the ARCHITECT shall be licensed as a California Architect and able to make critical PROJECT decisions in a timely manner and shall be readily available and provide by phone, facsimile, and through correspondence, design direction and decisions when the construction administrator is not at the site.

ARTICLE XIII – MISCELLANEOUS

1. The ARCHITECT shall make a written record of all meetings, conferences, discussions, and decisions made between or among the DISTRICT, ARCHITECT, and Contractor during all phases of the PROJECT and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The ARCHITECT shall provide a copy of such record to the DISTRICT.

2. To the fullest extent permitted by law, ARCHITECT agrees to indemnify and hold the DISTRICT harmless from all liability arising out of:

a. Workers' Compensation and Employer's Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to ARCHITECT's employees or ARCHITECT's subcontractor's employees arising out of ARCHITECT's work under this AGREEMENT; and

b. General Liability. If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the ARCHITECT, the ARCHITECT shall indemnify and hold the DISTRICT harmless from any liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law; or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the ARCHITECT or the DISTRICT, or any person, firm or corporation employed by the ARCHITECT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents, or independent Architects who are directly employed by the DISTRICT. The ARCHITECT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT (other than professional negligence covered by Section c below), its officers, agents, or employees, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the ARCHITECT, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents, or employees, in any action, suit or other proceedings as a result thereof; and

c. Professional Liability. If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the ARCHITECT, the ARCHITECT shall indemnify and hold the DISTRICT harmless from any loss, injury to, death of persons, or damage to property caused by any act, neglect, default, or omission of the ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm, or corporation, including the DISTRICT, arising out of, or in any way connected with, the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death, or damages caused by sole or active negligence, or willful misconduct of the DISTRICT. With regard to the ARCHITECT's obligation to indemnify for acts of professional negligence, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against the DISTRICT, but rather to reimburse the DISTRICT for attorneys' fees and costs incurred by the DISTRICT in defending such actions or proceedings brought against the DISTRICT that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the ARCHITECT.

d. The PARTIES understand and agree that Article XIII, Section 2, of this AGREEMENT shall be the sole indemnity, as defined by California Civil Code § 2772, between the DISTRICT and the ARCHITECT related to the PROJECT. Any other indemnity that is attached to this AGREEMENT as part of any EXHIBIT shall be void and unenforceable between the PARTIES.

e. Any attempt to limit the ARCHITECT's liability to the DISTRICT in any of the exhibits or attachments to this AGREEMENT shall be void and unenforceable between the PARTIES.

3. ARCHITECT shall purchase and maintain policies of insurance with an insurer or insurers qualified to do business in the State of California and acceptable to DISTRICT, which will protect ARCHITECT and DISTRICT from claims which may arise out of, or result from, ARCHITECT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subconsultant, subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

a. The ARCHITECT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).

b. Commercial general and auto liability insurance, with limits of not less than TWO MILLION DOLLARS (\$2,000,000.00) combined single limit, bodily injury and property damage liability per occurrence, including:

1. Owned, non-owned, and hired vehicles;
2. Blanket contractual;
3. Broad form property damage;
4. Products/completed operations; and
5. Personal injury.

c. Professional liability insurance, including contractual liability, with limits of TWO MILLION DOLLARS (\$2,000,000.00) per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT—adjusted for inflation. In the event that ARCHITECT subcontracts any portion of ARCHITECT's duties, ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage as provided in this Section. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

d. Valuable Document Insurance. The ARCHITECT shall carry adequate insurance on all drawings and specifications as may be required to protect the DISTRICT in the amount of its full equity in those drawings and specifications, and shall file with the DISTRICT a certificate of that insurance. The cost of that insurance shall be paid by the ARCHITECT, and the DISTRICT shall be named as an additional insured.

e. Each policy of insurance required under Article XIII, Section 3(b), above, shall name the DISTRICT and its officers, agents, and employees as additional insureds; shall state that, with respect to the operations of ARCHITECT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be

given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. ARCHITECT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, the ARCHITECT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event the ARCHITECT fails to secure or maintain any policy of insurance required hereby, the DISTRICT may, at its sole discretion, secure such policy of insurance in the name of, and for the account of, ARCHITECT, and in such event ARCHITECT shall reimburse DISTRICT upon demand for the cost thereof.

f. In the event that the ARCHITECT subcontracts any portion of the ARCHITECT's duties, the ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in Article XIII, Sections 3(a), (b), (c) and (d), in amounts which are appropriate with respect to that subcontractor's part of work which shall in no event be less than \$500,000 per occurrence. The ARCHITECT shall not subcontract any portion of the ARCHITECT's duties under this AGREEMENT without the DISTRICT's prior written approval. Specification processing consultants are the only subcontractors exempt from maintaining professional liability insurance.

g. All insurance coverage amounts specified hereinabove shall cover only risks relating to, or arising out of, the PROJECT governed by this particular AGREEMENT. The insurance and required amounts of insurance specified above shall not be reduced or encumbered on account of any other projects of the ARCHITECT.

4. The ARCHITECT, in the performance of this AGREEMENT, shall be and act as an independent contractor. The ARCHITECT understands and agrees that the ARCHITECT and all of the ARCHITECT's employees shall not be considered officers, employees, or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled including, but not limited to, State Unemployment Compensation or Workers' Compensation. ARCHITECT assumes the full responsibility for the acts and/or omissions of the ARCHITECT's employees or agents as they relate to the services to be provided under this AGREEMENT. The ARCHITECT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security, and income taxes for the respective employees of the ARCHITECT.

5. Notices. All notices or demands to be given under this AGREEMENT by either PARTY to the other shall be in writing and given either by: (a) personal service; or (b) U.S. Mail, mailed either by registered, overnight, or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either PARTY may be changed by written notice given in accordance with the notice provisions of this Section. At the date of this AGREEMENT, the addresses of the PARTIES are as follows:

DISTRICT:

Hanford Elementary School District
 P.O. Box 1067
 Hanford, CA 93232
 Attn: Chief Business Official
 Telephone: (559) 585-3628
 Facsimile: (559) 585-7643

ARCHITECT:

Darden Architects
 6790 N. West Avenue
 Fresno, CA 93711
 Attn: Grant Dodson
 Telephone: (559) 448-8051
 Facsimile: (559) 446-1765

6. The ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, shall be prohibited from using tobacco products (smoking, chewing, etc.) on DISTRICT property at all times.

7. The ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, shall be prohibited from using profanity on DISTRICT property including, but not limited to, all school sites and this prohibition shall include, but is not limited to, all racial, ethnic and/or sexual slurs or comments which could be considered harassment.

8. Appropriate dress by the ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, is mandatory. Therefore, tank tops, cut-offs and shorts shall not be allowed. Additionally, what is written or pictured on clothing must comply with the requirements of acceptable language as set forth above in Section above.

9. During the entire term of this AGREEMENT, the ARCHITECT, if applicable, shall fully comply with the provision of Education Code section 45125.1 (Fingerprint Requirements) when it is determined that the ARCHITECT will have contact with the DISTRICT's pupils while performing any services under this AGREEMENT.

10. Nothing contained in this AGREEMENT shall create a contractual relationship with, or a cause of action in favor of, any third party against either the DISTRICT or ARCHITECT.

11. The DISTRICT and ARCHITECT, respectively, bind themselves, their partners, officers, successors, assigns, and legal representatives to the other PARTY to this AGREEMENT with respect to the terms of this AGREEMENT. ARCHITECT shall not assign this AGREEMENT.

12. This AGREEMENT shall be governed by the laws of the State of California.

13. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and ARCHITECT and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the ARCHITECT.

14. If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorneys' fees.

15. This AGREEMENT shall be liberally construed to effectuate the intention of the PARTIES with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase, or provision of this AGREEMENT, neither this AGREEMENT nor any uncertainty or ambiguity herein will be construed or resolved against either PARTY (including the PARTY primarily responsible for drafting and preparation of this AGREEMENT), under any rule of construction or otherwise, it being expressly understood and agreed that the PARTIES have participated equally or have had equal opportunity to participate in the drafting hereof.

16. The ARCHITECT is prohibited from capturing on any visual medium images of any property, logo, student, or employee of the DISTRICT, or any image that represents the DISTRICT without express written consent from the DISTRICT.

17. In accordance with Education Code section 17604, this AGREEMENT is not valid, binding, or an enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board, duly passed and adopted.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

The PARTIES, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

ARCHITECT:

DISTRICT:

Hanford Elementary School District

By: _____

By: _____

Its: _____

Its: _____

EXHIBIT "A"

**ARCHITECT'S FEE SCHEDULE
(for New Construction*,**)**

1. Nine percent (9%) of the first five hundred thousand dollars (\$500,000.00) of Computed Cost as defined herein Exhibit "A." (Maximum of \$45,000.00)
2. Eight and one-half percent (8 1/2%) of the next five hundred thousand dollars (\$500,000.00) of Computed Cost as defined herein Exhibit "A." (Maximum of \$42,500.00)
3. Eight percent (8%) of the next one million dollars (\$1,000,000.00) of Computed Cost as defined herein Exhibit "A." (Maximum of \$80,000.00)
4. Seven percent (7%) of the next four million dollars (\$4,000,000.00) of Computed Cost as defined herein Exhibit "A." (Maximum of \$280,000.00)
5. Six percent (6%) of the next four million dollars (\$4,000,000.00) of Computed Cost as defined herein Exhibit "A." (Maximum of \$240,000.00)
6. Five percent (5%) of the PROJECT's Computed Cost, as defined herein Exhibit "A," in excess of ten million dollars (\$10,000,000.00).

*Computed Cost: The Computed Cost shall be the acceptable estimate of Construction Cost to the DISTRICT as submitted by the ARCHITECT until such time as bids have been received, whereupon it shall be the total award from the initial construction contract(s), plus the cost of all approved additive contract change orders, with the exception of items resulting from errors and omissions on the part of the ARCHITECT.

**For the installation of portable and/or relocatable buildings, the ARCHITECT's Fee shall be determined as follows: four percent (4%) of the cost of the factory-built portable/relocatable building(s) plus the cost of all other labor and/or materials necessary to install the factory-built portable/relocatable building(s) at the PROJECT site as applied to the fee schedule detailed in items (1) through (6) above, with the exception of any costs for change orders resulting from the errors and omissions on the part of the ARCHITECT.

EXHIBIT "A" (cont.)

**ARCHITECT'S FEE SCHEDULE
(for Reconstruction/Modernization*)**

1. Twelve percent (12%) of the first five hundred thousand dollars (\$500,000.00) of Computed Cost as defined herein Exhibit "A." (Maximum of \$60,000.00)
2. Eleven and one-half percent (11 1/2%) of the next five hundred thousand dollars (\$500,000.00) of Computed Cost as defined herein Exhibit "A." (Maximum of \$57,500.00)
3. Eleven percent (11%) of the next one million dollars (\$1,000,000.00) of Computed Cost as defined herein Exhibit "A." (Maximum of \$110,000.00)
4. Ten percent (10%) of the next four million dollars (\$4,000,000.00) of Computed Cost as defined herein Exhibit "A." (Maximum of \$400,000.00)
5. Nine percent (9%) of the next four million dollars (\$4,000,000.00) of Computed Cost. (Maximum of \$360,000.00)
6. Eight percent (8%) of the PROJECT's Computed Cost, as defined herein Exhibit "A," in excess of ten million dollars (\$10,000,000.00).

***Computed Cost:** The Computed Cost shall be the acceptable estimate of Construction Cost to the DISTRICT as submitted by the ARCHITECT until such time as bids have been received, whereupon it shall be the total award from the initial construction contract(s), plus the cost of all approved additive contract change orders, with the exception of items resulting from errors and omissions on the part of the ARCHITECT.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy Gabler

FROM: Jill Rubalcava

DATE: September 11, 2024

FOR: Board Meeting
 Superintendent's Cabinet

FOR: Information
 Action

Date you wish to have your item considered: September 25, 2024

ITEM: Consultant Contract with California Association for Bilingual Education (CABE)**PURPOSE:** To provide 2 days of professional development for Jefferson teachers during the 24-25 school year: Selected PD Module is: Foundations for a Strong, Successful, and Sustainable Dual Language Program.**FISCAL IMPACT:** \$9,000**RECOMMENDATIONS:** Approval

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy Gabler

FROM: Jill Rubalcava

DATE: September 11, 2024

FOR: Board Meeting
 Superintendent's Cabinet

FOR: Information
 Action

Date you wish to have your item considered: September 25, 2024

ITEM: Consultant Contract with Consultant, Sarah Brown Wessling

PURPOSE: To provide 1 full day of professional development at the November 1, 2024 district wide PD day. Focus will be literary analysis and written response for grades 6-8.

FISCAL IMPACT: \$5,800

RECOMMENDATIONS: Approval

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy Gabler

FROM: Jill Rubalcava

DATE: August 20, 2024

FOR: Board Meeting
 Superintendent's Cabinet

FOR: Information
 Action

Date you wish to have your item considered: September 25, 2024

ITEM: Administrative Regulation 5121 Grades/Evaluation of Student Achievement

PURPOSE: AR 5121 - Grades/Evaluation of Student Achievement, updated to reflect current practices.

FISCAL IMPACT: none

RECOMMENDATIONS: approve

Regulation 5121: Grades/Evaluation Of Student Achievement

Status: ADOPTED

Original Adopted Date: 05/20/2009 | **Last Revised Date:** 05/10/2017 | **Last Reviewed Date:** 05/10/2017

The Superintendent or designee shall inform teachers of the district's policy regarding grading, including expectations that grades shall be based on factors that directly measure students' knowledge and skills in the content area and shall not include nonacademic factors.

Report cards displaying students' grades in each subject or course shall be distributed to parents/guardians at the end of each grading period. Parents/guardians shall be offered an opportunity to meet with their child's teacher(s) to discuss the grades and strategies to improve their child's performance.

Whenever it becomes evident to a teacher that a student is in danger of failing a course, the teacher shall arrange a conference with the student's parent/guardian or send the parent/guardian a written report. (Education Code 49067)

Grades for Academic Performance

For grades TK-2, students' level of progress for each grading period shall be reported as follows:

- A At or Above without Assistance
- M Minimal Assistance Needed
- P Progressing
- N Needs Improvement
- X Not Yet Covered

For grades 3-6 grades for academic performance shall be reported for each grading period as follows:

- A At or Above Grade Level
- M Meets Most of the Standards
- P Progressing
- N Needs Improvement
- X Not Yet Covered

For grades 7-8, grades for academic performance shall be reported for each grading period as follows:

- A Excellent 4.0 grade points

- B Above Average 3.0 grade points
- C Average 2.0 grade points
- D Minimal Progress 1.0 grade points
- F No Progress 0 grade points
- X Not Yet Covered 0 grade points

An Incomplete shall be given only when a student's work is not finished by the end of the grading period because of illness or other excused absence. If not made up within six weeks, the Incomplete shall become an F.

Grades for Physical Education

No grade of a student participating in a physical education class may be adversely affected due to the fact that the student, because of circumstances beyond his/her control, does not wear standardized physical education apparel. (Education Code 49066)

Students in grades 7 and 8 desiring to participate in extra/co-curricular activities must:

1. Earn at least a 2.0 grade point average
2. Have no more than one "F"
3. Have no more than five citations and/or four days of suspension

Grades for Citizenship and Work Habits

In grades K - 6, grades for work habits and social skills shall be reported each marking period as follows:

- C Consistently
- MT Most of the Time
- S Sometimes
- R Rarely

In grades 7 & 8, grades for work habits and social skills shall be reported each marking period as follows:

- O Outstanding Progress
- G Good Progress
- S Some Progress
- L Little Progress
- N No progress

Peer Grading

At their discretion, teachers may use peer grading of student tests, papers, and assignments as appropriate to reinforce lessons.

Effect of Absences on Grades

The student and parent/guardian shall have a reasonable opportunity to explain the absences. (Education Code 49067)

Effect of Absences on Grades

The student and parent/guardian shall have a reasonable opportunity to explain the absences. (Education Code 49067)

If a student receives a failing grade, it shall be based solely on the quality of the student's academic work and his/her mastery of course content based on district standards. Students shall have the opportunity to demonstrate this mastery through a variety of methods, including, but not limited to, tests, projects, portfolios, and/or class discussion as appropriate. The teacher may note the impact of excessive absences on learning, progress and work completion. However, elements that are not a direct measure of knowledge and understanding of course content, such as attendance, effort, student conduct, and work habits, shall not be factored into the academic grade; they are reported separately.

Grades for a student in foster care shall not be lowered if the student is absent for any reason specified in Education Code 49069.5.

~~If a student receives a failing grade because of excessive unexcused absences, the student's record shall specify that the grade was assigned because of excessive unexcused absences. (Education Code 49067)~~

Grades for a student in foster care shall not be lowered if the student is absent for any reason specified in Education Code 49069.5.

Grade Point Average

The Superintendent or designee shall calculate each student's GPA using the grade point assigned to each letter grade in accordance with the scale described in the section "Grades for Academic Performance" above. The grade points for all applicable coursework shall be totaled and divided by the number of courses completed.

When plus and minus designations are added to letter grades, they shall not be considered in determining GPA.

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

5 CCR 10060

5 CCR 30008

Description

Criteria for high school physical education programs

Definition of high school grade point average for student aid eligibility

Ed. Code 48070	Promotion and retention
Ed. Code 48205	Excused absences
Ed. Code 48800-48802	Enrollment of gifted students in community college
Ed. Code 48904-48904.3	Withholding grades, diplomas, or transcripts
Ed. Code 49066	Grades; finalization; physical education class
Ed. Code 49067	Mandated regulations regarding student's achievement
Ed. Code 49069.5	Students in foster care; grades and credits
Ed. Code 51242	Exemption from physical education based on participation in interscholastic athletics
Ed. Code 69432.9	Cal Grant program; notification of grade point average
Ed. Code 76000-76002	Enrollment in community college
Federal	Description
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
34 CFR 99.1-99.67	Family Educational Rights and Privacy
Management Resources	Description
Court Decision	Johnson v. Santa Monica-Malibu Unified School District Board of Education (1986) 179 Cal.App.3d 593
Court Decision	Las Virgenes Educators Association v. Las Virgenes Unified School District (2001) 86 Cal.App.4th 1
Court Decision	Owasso Independent School District v. Falvo (2002) 534 U.S. 426
Court Decision	Swany v. San Ramon Valley Unified School District (1989) 720 F.Supp. 764
CSBA Publication	Research-Supported Strategies to Improve the Accuracy and Fairness of Grades, Governance Brief, July 2016
U.S. DOE Office for Civil Rights Correspondence	Report Cards and Transcripts for Students with Disabilities, October 17, 2008
Website	CSBA District and County Office of Education Legal Services
Website	California Student Aid Commission
Website	CSBA
Website	U.S. Department of Education, Office for Civil Rights
Website	California Department of Education

Cross References

Code	Description
4127	Temporary Athletic Team Coaches
4127	Temporary Athletic Team Coaches

4131	Staff Development
4222	Teacher Aides/Paraprofessionals
4222	Teacher Aides/Paraprofessionals
4227	Temporary Athletic Team Coaches
4227	Temporary Athletic Team Coaches
4231	Staff Development
4327	Temporary Athletic Team Coaches
4327	Temporary Athletic Team Coaches
5020	Parent Rights And Responsibilities
5020	Parent Rights And Responsibilities
5113	Absences And Excuses
5113	Absences And Excuses
5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5113.2	Work Permits
5113.2	Work Permits
5123	Promotion/Acceleration/Retention
5123	Promotion/Acceleration/Retention
5123-E PDF(1)	Promotion/Acceleration/Retention - Promotion Acceleration Retention
5125	Student Records
5125	Student Records
5125.2	Withholding Grades, Diploma Or Transcripts
5125.3	Challenging Student Records
5126	Awards For Achievement
5126	Awards For Achievement
5127	Graduation Ceremonies And Activities
5132	Dress And Grooming
5132	Dress And Grooming
6011	Academic Standards
6020	Parent Involvement
6020	Parent Involvement
6141.2	Recognition Of Religious Beliefs And Customs

6141.2	<u>Recognition Of Religious Beliefs And Customs</u>
6142.7	<u>Physical Education And Activity</u>
6142.7	<u>Physical Education And Activity</u>
6143	<u>Courses Of Study</u>
6143	<u>Courses Of Study</u>
6144	<u>Controversial Issues</u>
6144	<u>Controversial Issues</u>
6145	<u>Extracurricular And Cocurricular Activities</u>
6145.2	<u>Athletic Competition</u>
6145.2	<u>Athletic Competition</u>
6152	<u>Class Assignment</u>
6154	<u>Homework/Makeup Work</u>
6158	<u>Independent Study</u>
6158	<u>Independent Study</u>
6162.5	<u>Student Assessment</u>
6162.5	<u>Student Assessment</u>
6164.5	<u>Student Success Teams</u>
6164.5	<u>Student Success Teams</u>
6173.1	<u>Education For Foster Youth</u>
6173.1	<u>Education For Foster Youth</u>
6179	<u>Supplemental Instruction</u>

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy Gabler

FROM: Jill Rubalcava

DATE: August 20, 2024

FOR: Board Meeting
 Superintendent's Cabinet

FOR: Information
 Action

Date you wish to have your item considered: September 25, 2024

ITEM: Board Policy 6170.1 Transitional Kindergarten

PURPOSE: Board Policy 6170.1 - Transitional Kindergarten Policy updated to clarify age requirements through 25-26 school year and beyond. Update includes an emphasis on collaboration and/or partnerships with the district's existing expanding learning program and relevant community groups to ensure that TK students enrolled in the district have access to full-day learning programs. Additionally, policy was updated to include that average TK class size enrollment does not include students who are continuously enrolled in and meet the minimum day requirements for independent study for more than 14 school days in a school year.

FISCAL IMPACT: none**RECOMMENDATIONS:** approve

Policy 6170.1: Transitional Kindergarten

Status: ADOPTED

Original Adopted Date: 10/01/2015 | **Last Revised Date:** 9/25/2019 | **Last Reviewed Date:** 9/25/2019

The ~~Governing Board of Trustees~~ desires to offer a high-quality transitional kindergarten (TK) program for eligible children who do not yet meet the minimum age criterion for kindergarten. The TK program shall assist students in developing the academic, social, and emotional skills ~~they~~ need to succeed in kindergarten and beyond.

The district's TK program shall be the first year of a two-year kindergarten program. ~~—~~ (Education Code 48000)

The Board encourages ongoing collaboration among district preschool staff, other preschool providers, elementary teachers, administrators, and parents/guardians in the development, implementation, and evaluation of the district's TK program.

Eligibility

The district's TK program shall admit children as follows: (Education Code 48000):

1. For the 2023-24 school year, children whose fifth birthday is ~~from~~ between September 2 and April 2
2. For the 2024-25 school year, children whose fifth birthday is between September 2 and June 2
3. For the 2025-26 school year, and in each school year thereafter, children who turn four by September 1

Parents/guardians of eligible children shall be notified of the availability of the TK program and of the age, residency, immunization, and any other enrollment requirements. Enrollment in the TK program shall be voluntary.

Curriculum and Instruction

The district's TK program shall be based on a modified kindergarten curriculum that is age and developmentally appropriate. ~~—~~ (Education Code 48000)

The program shall be aligned with the preschool learning foundations and preschool curriculum frameworks developed by the California Department of Education (CDE). It shall be designed to facilitate students' development in essential knowledge and skills related to language and literacy, mathematics, physical development, health, visual and performing arts, science, history-social science, English language development, and social-emotional development.

The Board shall establish the length(s) of the school day in the district's TK program, which shall be at least three hours but no more than four hours long, including recess but excluding noon intermission, except for TK students enrolled in expanded learning opportunity programs provided by the district pursuant to Education Code 46120. If the district has adopted an extended-day kindergarten, the length of the school day for the TK program may be ~~maintained for~~ different lengths of time than the length of the school day for the kindergarten program either at the same or different school sites, ~~as long as the school day is at least three hours but no more than four hours.~~ The Superintendent or designee shall annually report to CDE as to whether the district's TK programs are offered full day, part day, or both. ~~(Education Code 37202, 46111, 46115, 46117, 48003)~~ (Education Code 8973, 37202, 46111, 46115, 46117, 48003)

TK students enrolled in the district will have access to full-day learning programs through the district's expanded learning offerings and/or collaborative partnerships with relevant community groups which may include Head Start programs, and other community-based early learning and care programs.

TK students may be placed in the same classrooms as kindergarten students when necessary, provided that the instructional program is differentiated to meet student needs.

Staffing

The district shall maintain an average TK class enrollment of not more than 24 students for each school site, not including students who are continuously enrolled in and meet the minimum day requirement for independent study for more than 14 school days in a school year. (Education Code 48000)

Staffing

The Superintendent or designee shall ensure that teachers assigned to teach in TK classes possess a teaching credential or permit from ~~the Commission on Teacher Credentialing (CTC)~~ that authorizes such instruction.

A credentialed teacher who is first assigned to a TK class after July 1, 2015, shall, by August 1, ~~2020~~2025, have at least 24 units in early childhood education and/or child development, comparable professional experience in a preschool setting, and/or a child development teacher permit or an early childhood specialist credential issued by CTC. ~~—~~ (Education Code 48000)

The Superintendent or designee may provide professional development as needed to ensure that TK teachers are knowledgeable about the standards and effective instructional methods for teaching young children:

Continuation to Kindergarten, including, but not limited to, developing competencies in serving inclusive classrooms and dual language learners.

The district shall maintain an average of at least one adult for every 12 students for TK classrooms and, contingent upon an appropriation of funding, maintain an average of at least one adult for

every 10 students commencing with the 2025-26 school year. (Education Code 48000)

Continuation to Kindergarten

Students who complete the TK program shall be eligible to continue in kindergarten the following school year. Parents/guardians of such students shall not be required to submit a signed Kindergarten Continuance Form for kindergarten attendance.

A student shall not attend more than two years in kindergarten or a combination of TK and kindergarten. ~~—~~ (Education Code 46300)

Assessment

The Superintendent or designee may develop or identify appropriate formal and/or informal assessments of TK students' development and progress. ~~He/she~~The Superintendent or designee shall monitor and regularly report to the Board regarding program implementation ~~and,~~ the progress of students in meeting related academic standards, and student preparedness for future education.

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	Description
5 CCR 18000-18308	Early Learning and Care Programs
5 CCR 80067	Professional Clear Early Childhood Education Specialist Instruction Credential
Ed. Code 17375	California Preschool, Transitional Kindergarten, and Full-Day Kindergarten Facilities Grant Program
Ed. Code 33050	Waiver authority and exceptions
Ed. Code 37202	Equal time in all schools
Ed. Code 44065	Issuance of and functions requiring credentials
Ed. Code 44256	Authorization for teaching credentials
Ed. Code 44258.9	County superintendent review of teacher assignment
Ed. Code 44300	Emergency permits
Ed. Code 46111	Kindergarten; hours of attendance
Ed. Code 46114-46119	Minimum school day; kindergarten
Ed. Code 46120	Expanded learning opportunities
Ed. Code 46300	Method of computing average daily attendance
Ed. Code 48000	Minimum age of admission for kindergarten; transitional kindergarten
Ed. Code 48000.15	Early enrollment in transitional kindergarten

Ed. Code 48002	Evidence of minimum age required to enter kindergarten or first grade
Ed. Code 48003	Kindergarten annual report
Ed. Code 48010	Minimum age of admission to first grade
Ed. Code 48011	Promotion/retention following one year of kindergarten
Ed. Code 48200	Compulsory attendance
Ed. Code 8203.3	Development of pre-kindergarten learning development guidelines
Ed. Code 8207	California State Preschool Program administration
Ed. Code 8241	Staffing ratios for center-based program
Ed. Code 8281.5	California Prekindergarten Planning and Implementation Grant Program
Ed. Code 8970-8974	Early primary program, including extended-day kindergarten
Management Resources	Description
CA Commission on Teacher Credentialing Publication	Proposed Amendments to Title 5 of the California Code of Regulations Pertaining to the PK-3 Childhood Education Specialist Credential, Coded Correspondence 23-02, February 10, 2023
California Department of Education Publication	Universal Prekindergarten FAQs
California Department of Education Publication	Transitional Kindergarten FAQs
California Department of Education Publication	Desired Results Developmental Profile: A Developmental Continuum from Early Infancy up to Kindergarten Entry, 2015
California Department of Education Publication	California Preschool Curriculum Framework, Vol. 1, 2010
California Department of Education Publication	California Preschool Curriculum Framework, Vol. 2, 2011
California Department of Education Publication	California Preschool Curriculum Framework, Vol. 3, 2013
California Department of Education Publication	California Preschool Learning Foundations, Vol. 1, 2008
California Department of Education Publication	California Preschool Learning Foundations, Vol. 2, 2010
California Department of Education Publication	California Preschool Learning Foundations, Vol. 3, 2012
CSBA Publication	Advancing Universal Transitional Kindergarten, April 2022
CSBA Publication	The Importance of Early Childhood Education Programs, September 2019
Website	California Department of Education, Universal PreKindergarten, California's Great Start

Website	California Office of Administrative Law
Website	CSBA District and County Office of Education Legal Services
Website	Transitional Kindergarten California
Website	California Kindergarten Association
Website	Commission on Teacher Credentialing
Website	CSBA
Website	California Department of Education

Cross References

Code	Description
0500	Accountability Accountability
1220	Citizen Advisory Committees Citizen Advisory Committees
1220	Citizen Advisory Committees Citizen Advisory Committees
4112.2	Certification Certification
4112.2	Certification Certification
4131	Staff Development Staff Development
5111	Admission Admission
5111	Admission Admission
5111.1	District Residency District Residency
5111.1	District Residency District Residency
5123	Promotion/Acceleration/Retention Promotion/Acceleration/Retention
5123	Promotion/Acceleration/Retention Promotion/Acceleration/Retention
5123-E PDF(1)	Promotion/Acceleration/Retention – Promotion Acceleration Retention
5141.22	Infectious Diseases Infectious Diseases
5141.22	Infectious Diseases Infectious Diseases
5141.3	Health Examinations Health Examinations
5141.3	Health Examinations Health Examinations
5141.31	Immunizations Immunizations
5141.31	Immunizations Immunizations
5141.32	Health Screening For School Entry Health Screening For School Entry
5145.6	Parent/Guardian Notifications Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications Parent/Guardian Notifications
5148.2	Before/After School Programs Before/After School Programs

5148.2	Before/After School Programs <u>Before/After School Programs</u>
5148.3	<u>Preschool/Early Childhood Education</u>
5148.3	<u>Preschool/Early Childhood Education</u>
6011	<u>Academic Standards</u> <u>Academic Standards</u>
6020	<u>Parent Involvement</u> <u>Parent Involvement</u>
6020	<u>Parent Involvement</u> <u>Parent Involvement</u>
6111	<u>School Calendar</u> <u>School Calendar</u>
6111	<u>School Calendar</u>
6112	<u>School Day</u> <u>School Day</u>
6112	<u>School Day</u> <u>School Day</u>
6141	<u>Curriculum Development And Evaluation</u> <u>Curriculum Development And Evaluation</u>
6141	<u>Curriculum Development And Evaluation</u>
6151	<u>Class Size</u> <u>Class Size</u>
6161.1	<u>Selection And Evaluation Of Instructional Materials</u> <u>Selection And Evaluation Of Instructional Materials</u>
6161.1	<u>Selection And Evaluation Of Instructional Materials</u> <u>Selection And Evaluation Of Instructional Materials</u>
6162.5 <u>6161.1</u>	<u>Student Assessment</u> <u>Selection And Evaluation Of Instructional Materials</u>
6162.5	<u>Student Assessment</u> <u>Student Assessment</u>
6174	<u>Education For English Learners</u> <u>Education For English Learners</u>
6174	<u>Education For English Learners</u> <u>Education For English Learners</u>

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy Gabler

FROM: Jill Rubalcava

DATE: August 20, 2024

FOR: Board Meeting
 Superintendent's Cabinet

FOR: Information
 Action

Date you wish to have your item considered: September 25, 2024

ITEM: Board Policy 6179 Supplemental Instruction

PURPOSE: Board Policy 6179 - Supplemental Instruction- Minor language revisions identifying manner in which opportunities for remedial instruction will be provided to students recommended or identified as at risk for retention.

FISCAL IMPACT: none**RECOMMENDATIONS:** approve

Policy 6179: Supplemental Instruction

Status: ADOPTED

Original Adopted Date: ~~04/27/2016~~12/01/2015 | **Last Revised Date:** 11/9/2016 | **Last Reviewed Date:** 11/9/2016

The Governing Board recognizes that high-quality supplemental instruction can motivate and support students to attain grade-level academic standards, overcome academic deficiencies, and/or acquire critical skills. The district shall offer programs of direct, systematic, and intensive supplemental instruction to meet student needs. Supplemental instruction shall be offered in accordance with law and may be used to assist the district in meeting its goals for student achievement.

Supplemental instruction may be offered during and outside the regular school day, including during the summer, before school, after school, on Saturday, and/or during intersessions. When supplemental instruction is offered during the regular school day, it shall not supplant the student's instruction in the core curriculum areas or physical education.

As appropriate, supplemental instruction may be provided through a classroom setting, individual or small group instruction, technology-based instruction, and/or an arrangement with a community or other external service provider.

When determined to be necessary by the principal or designee and when written parent/guardian consent is obtained for the student's participation, a student may be required to participate in supplemental instruction outside the regular school day. ~~In such cases, written parent/guardian consent shall be obtained for the student's participation.~~

Supplemental instruction shall be offered to students who are recommended for retention, or are identified as being at risk for retention, at their current grade level. (Education Code 48070.5)

In addition, supplemental instruction may be offered to:

~~Supplemental instruction shall be offered to students in grades 2-9 who have been retained or recommended for retention at their current grade level. (Education Code 37252.2, 48070.5)~~

~~The district shall offer alternative supports designed to increase the academic achievement of socioeconomically disadvantaged students attending schools identified by the California Department of Education for program improvement for two or more consecutive years.~~

~~In addition, supplemental instruction may be offered to:~~

~~1. Students who are identified as being at risk for retention based on state assessment results, grades, or other indicators~~

-

1. Students who demonstrate academic deficiencies that may jeopardize their attainment of academic standards

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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	Description
5 CCR 11470-11472	Summer school
Ed. Code 37200	School calendar
Ed. Code 37223	Weekend classes
Ed. Code 37252-37254.1	Supplemental instruction
Ed. Code 42238.01-42238.07	Local control funding formula
Ed. Code 46100	Length of school day
Ed. Code 48070-48070.5	Promotion and retention
Ed. Code 48200	Minimum school day
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 51210	Course of study for grades 1-6
Ed. Code 51220-51228	Courses of study; secondary schools
Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 60603	Definition; recently arrived English learner
Ed. Code 60640-60648.5	California Assessment of Student Performance and Progress
Management Resources	Description
California Department of Education Publication	Every Student Succeeds Act 2016-17 School Year Transition Plan, April 2016
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Education
Website	CSBA
Website	U.S. Department of Education

Cross References

Code	Description
0415	Equity Equity

0460	Local Control And Accountability Plan Local Control And Accountability Plan
0460	Local Control And Accountability Plan Local Control And Accountability Plan
5113.1	Chronic Absence And Truancy Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy Chronic Absence And Truancy
5121	Grades/Evaluation Of Student Achievement Grades/Evaluation Of Student Achievement
5121	Grades/Evaluation Of Student Achievement Grades/Evaluation Of Student Achievement
5123	Promotion/Acceleration/Retention Promotion/Acceleration/Retention
5123	Promotion/Acceleration/Retention Promotion/Acceleration/Retention
5123-E PDF(1)	Promotion/Acceleration/Retention – Promotion Acceleration Retention
5147	Dropout Prevention Dropout Prevention
5148.2	Before/After School Programs Before/After School Programs
5148.2	Before/After School Programs Before/After School Programs
6000	Concepts And Roles Concepts And Roles
6011	Academic Standards Academic Standards
6111	School Calendar School Calendar
6111	School Calendar
6112	School Day School Day
6112	School Day School Day
6120	Response To Instruction And Intervention
6141	Curriculum Development And Evaluation Curriculum Development And Evaluation
6141	Curriculum Development And Evaluation
6142.6	Visual And Performing Arts Education Visual And Performing Arts Education
6142.7	Physical Education And Activity Physical Education And Activity
6142.7	Physical Education And Activity Physical Education And Activity
6142.91	Reading/Language Arts Instruction Reading/Language Arts Instruction
6142.92	Mathematics Instruction Mathematics Instruction
6142.93	Science Instruction Science Instruction
6142.94	History-Social Science Instruction History-Social Science Instruction

<u>6146.1</u>	<u>High School Graduation Requirements</u>
<u>6146.5</u>	<u>Elementary/Middle School Graduation Requirements</u>
<u>6152.1</u>	<u>Placement In Mathematics Courses</u>
<u>6152.1</u>	<u>Placement In Mathematics Courses</u>
6162.51	State Academic Achievement Tests <u>State Academic Achievement Tests</u>
6162.51	State Academic Achievement Tests <u>State Academic Achievement Tests</u>
6164.5	Student Success Teams <u>Student Success Teams</u>
6164.5	Student Success Teams <u>Student Success Teams</u>
6173	Education For Homeless Children <u>Education For Homeless Children</u>
6173	Education For Homeless Children <u>Education For Homeless Children</u>
<u>6173-E(1)</u>	<u>Education For Homeless Children</u>
<u>6173-E(2)</u>	<u>Education For Homeless Children</u>
6173.1	Education For Foster Youth <u>Education For Foster Youth</u>
6173.1	Education For Foster Youth <u>Education For Foster Youth</u>
6173.2	Education Of Children Of Military Families <u>Education Of Children Of Military Families</u>
6173.2	Education Of Children Of Military Families <u>Education Of Children Of Military Families</u>
<u>6173.4</u>	<u>Education For American Indian Students</u>
<u>6176</u>	<u>Weekend/Saturday Classes</u>
6177	Summer Learning Programs <u>Summer Learning Programs</u>
<u>6184</u>	<u>Continuation Education</u>
<u>6184</u>	<u>Continuation Education</u>

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy Gabler

FROM: Jaime Martinez

DATE: 8/16/24

FOR: Board Meeting
 Superintendent's Cabinet

FOR: Information
 Action

Date you wish to have your item considered: 9/25/24

ITEM: Consider for approval Revised Board Policy and Administrative Regulation:
 4030 - Nondiscrimination in Employment

PURPOSE: Policy updated to reflect NEW FEDERAL REGULATIONS (89 Fed. Reg. 33474) which (1) clarify that discrimination on the basis of sex, including sex-based harassment, for the purpose of Title IX includes sex stereotypes; sex characteristics; gender identity; sexual orientation; pregnancy, childbirth, termination of pregnancy, or lactation, including related medical conditions or recovery; and parental, marital, and family status, and (2) require a district with knowledge of alleged conduct, which occurs in a district program or activity on or after August 1, 2024, that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, to follow Title IX grievance procedures when investigating and resolving a complaint based on the alleged conduct. Additionally, policy updated to reflect NEW LAW (SB 700, 2023) which prohibits the district from discriminating against an employee in termination, or any term or condition of employment, or otherwise penalizing a person, based on the person's use of cannabis when off the job or away from the workplace. In addition, policy updated to move material related to sex discrimination to Board Policy and Administrative Regulation 4119.11/4219.11/4319.11 - Sex Discrimination and Sex-Based Harassment in order to keep material related to sex discrimination and sex-based harassment together. Policy also updated to provide that employees are required to report incidents of prohibited discrimination within one workday, which may be modified to reflect the district's timeline, in order to maintain consistency of such reporting requirements across the policy manual.

FISCAL IMPACT: None

RECOMMENDATIONS: Approve.

Regulation 4030: Nondiscrimination In Employment

Status: ADOPTED

Original Adopted Date: 05/25/2016 | **Last Revised Date:** 03/25/2020 | **Last Reviewed Date:** 03/25/2020

All allegations of discrimination in employment, including those involving an employee, job applicant, intern, volunteer, or other person contracted to provide services to the district shall be investigated and resolved in accordance with procedures specified in this administrative regulation. However, complaints alleging sex discrimination under Title IX shall be investigated and resolved in accordance with the procedures specified in 34 CFR 106.44 and 106.45 and Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures.

The district designates the position identified below as its coordinator for nondiscrimination in employment (coordinator) to organize and manage the district's efforts to comply with state and federal nondiscrimination laws and to answer inquiries regarding the district's nondiscrimination policies.- The coordinator may be contacted at:

-

Assistant Superintendent of Human Resources
Human Resources Department
Hanford Elementary School District
714 N. White Street
Hanford, CA 93232

Measures to Prevent Discrimination

To prevent unlawful discrimination, harassment, and retaliation in district employment, the Superintendent or designee shall implement the following measures:

1. Display in a prominent and accessible location at every work site where the district has employees, and post electronically- in a conspicuous location on computers for employee use, up-to-date California Civil Rights Department of Fair Employment and Housing (DFEH)(CRD) posters on the prohibition of workplace discrimination and harassment, including sex-based harassment, the rights of transgender employees, and the rights and obligations of employees who are pregnant, have a related medical condition, or are recovering from childbirth_ (Government Code 12950; 2 CCR 11013, 11023, 11049)
2. Publicize the district's nondiscrimination policy and regulation, including the complaint procedures and the coordinator's contact information, by: (5 CCR 4960; 34 CFR 100.6, 106.98)

- a. Including them in each announcement, bulletin, or application form that is used in employee recruitment
 - b. Posting them in all district schools and offices, including staff lounges and other prominent locations
 - c. Posting them on the district's ~~web site~~website and providing easy access to them through district-supported social media, when available
3. Disseminate the district's nondiscrimination policy and administrative regulation to all employees by one or more of the following methods: (2 CCR 11023)
- a. Printing and providing a copy to all employees, with an acknowledgment form for each employee to sign and return
 - ~~b.a.~~ Sending a copy via email with an acknowledgment return form
 - ~~c.a.~~ Posting a copy on the district intranet with a tracking system ensuring all employees have read and acknowledged receipt of the policies
 - ~~d.a.~~ Discussing the policy and regulation with employees upon hire and/or during a new hire orientation session
 - a. Any other way that ensures employees receive and understand the policy
4. Post in a prominent location on the district's website and include in each handbook, catalog, announcement, bulletin, and application form for students, parents/guardians or other authorized legal representative, and employees, the Title IX notice of nondiscrimination which includes the following: (34 CFR 106.8)
- a. The district does not discriminate on the basis of sex in any education program or activity that it operates
 - b. Inquiries about the application of Title IX may be referred to the district's Title IX Coordinator and/or the U.S. Department of Education Office for Civil Rights
 - c. The name or title, office and email address, and telephone number of the district's Title IX Coordinator
 - d. How to locate the district's nondiscrimination policy and the district's grievance procedures for Title IX complaints
 - e. How to report conduct that may constitute sex discrimination under Title IX
 - e.f. How to make a complaint of Title IX sex discrimination

If necessary due to the format or size of any publication specified above, the district may include only the statement that the district prohibits sex discrimination in any education program or activity that it operates, that individuals may report concerns

or questions to the Title IX Coordinator, and the location of the complete notice on the district's website.

The district shall not distribute a publication stating that the district treats students, employees or applicants differently on the basis of sex, unless such treatment is permitted by Title IX.

4.5. Provide to employees a handbook which contains information that clearly describes the district's nondiscrimination policy, procedures for filing a complaint, and resources available to employees who believe they have been the victim of any discriminatory or harassing behavior

-

5.6. Provide training regarding the district's nondiscrimination policy, including what constitutes unlawful discrimination, harassment, and retaliation and how and to whom a report of an incident should be made, as well as any additional training as specified in 34 CFR 106.8 related to the prohibition of Title IX sex discrimination

The district may also provide bystander intervention training to employees ~~which~~that includes information and practical guidance on how to recognize potentially problematic behaviors and which may motivate them to take action when they observe such behaviors. The training and education may include exercises to provide employees with the skills and confidence to intervene as appropriate and to provide them with resources they can call upon that support their intervention. (Government Code 12950.2)

6.7. Periodically review the district's recruitment, hiring, and promotion processes and regularly monitor the terms, conditions, and privileges of employment to ensure district compliance with law and Board Policy 4111 - Recruitment and Selection

7.8. For any district facility where 10 percent of employees have a language other than English as their spoken language, translate the policy into every language spoken by at least 10 percent of the workforce. (2 CCR 11023)

Complaint Procedure

Any complaint alleging unlawful discrimination or harassment shall be addressed in accordance with the following procedures:

1. Notice and Receipt of Complaint:- A complainant may inform a direct supervisor, another supervisor, the coordinator, the Superintendent or, if available, a complaint hotline or an ombudsman.- The complainant's direct supervisor may be bypassed in filing a complaint when the supervisor is the subject of the complaint.

The complainant may first attempt to resolve the situation informally with the complainant's supervisor before filing a written complaint.

A supervisor or manager who has received information about an incident of discrimination or harassment, or has observed such an incident, shall report it to the coordinator, whether or not the complainant files a written complaint.

The written complaint should contain the complainant's name, the name of the individual who allegedly committed the act, a description of the incident, the date and location where the incident occurred, any witnesses who may have relevant information, any available evidence of the discrimination or harassment, and any other pertinent information which may assist in investigating and resolving the complaint.

2. Investigation Process:- The coordinator shall initiate an impartial investigation of an allegation of discrimination or harassment within five business days of receiving notice of the alleged discriminatory or harassing behavior, regardless of whether a written complaint has been filed or whether the written complaint is complete.

The coordinator shall meet with the complainant to describe the district's complaint procedure and discuss the actions being sought by the complainant in response to the allegation. The coordinator shall inform the complainant that the investigation of the allegations will be fair, timely, and thorough and will be conducted in a manner that provides all parties due process and reaches reasonable conclusions based on the evidence collected.- The coordinator shall also inform the parties that the investigation will be kept confidential to the extent possible, but that some information may be disclosed as necessary to conduct an effective investigation.

If the coordinator determines that a detailed fact-finding investigation is necessary, the investigation shall begin immediately. As part of this investigation, the coordinator should interview the complainant, the person accused, and other persons who could be expected to have relevant information.

The coordinator shall track and document the progress of the investigation to ensure reasonable progress and shall inform the parties as necessary.

When necessary to carry out the investigation or to protect employee safety, the coordinator may discuss the complaint with the Superintendent or designee, district legal counsel, or the district's risk manager.

The coordinator shall also determine whether interim measures, such as scheduling changes, transfers, or leaves, need to be taken before the investigation is completed in order to prevent further incidents. The coordinator shall ensure that such interim measures do not constitute retaliation.

3. -Written Report on Findings and Remedial/Corrective Action:- No more than 20 business days after receiving the complaint, the coordinator shall conclude the investigation and prepare a written report of the findings. This timeline may be extended for good cause. If an extension is needed, the coordinator shall notify the parties and explain the reasons for the extension.

The report shall include the decision and the reasons for the decision and shall summarize the steps taken during the investigation.- If a determination has been made that discrimination or harassment occurred, the report shall also include any corrective action(s) that have been or will be taken to address the behavior, provide appropriate options for remedial actions and resolutions for the complainant, and ensure that retaliation or further discrimination or harassment is prevented.- The report shall be presented to the Superintendent or designee.

A summary of the findings shall be presented to the complainant and the person accused.

4. Appeal to the Governing Board of Trustees: The complainant or the person accused may appeal any findings to the Board within 10 business days of receiving the written report of the coordinator's findings.- The Superintendent or designee shall provide the Board with all information presented during the investigation.- Upon receiving an appeal, the Board shall schedule a hearing as soon as practicable. Any complaint against a district employee shall be addressed in closed session in accordance with law.- The Board shall render its decision within 10 business days.

Other Remedies

In addition to filing a discrimination or harassment complaint with the district, a person may file a complaint with either DFEHCRD or the Equal Employment Opportunity Commission (EEOC).- The time limits for filing such complaints are as follows:

1. For filing a complaint with DFEHCRD alleging a violation of Government Code 12940-12952, within three years of the alleged discriminatory act(s), unless an exception exists pursuant to Government Code 12960 (Government Code 12960)
2. For filing a complaint with EEOC, within 180 days of the alleged discriminatory act(s) (42 USC 2000e-5)
3. For filing a complaint with EEOC after first filing a complaint with DFEHCRD, within 300 days of the alleged discriminatory act(s) or within 30 days after the termination of proceedings by DFEHCRD, whichever is earlier (42 USC 2000e-5)

An employee may also file a complaint with the Wage and Hour Division of the U.S. Department of Labor for an alleged violation of the PUMP Act and/or the Equal Employment Opportunity Commission for failure to provide reasonable accommodations pursuant to the Pregnant Workers Fairness Act. (29 USC 218c, 218d, 42 USC 2000gg-2)

Additionally, an employee may file a complaint with the Labor Commissioner at the California Department of Industrial Relations for any alleged violation of Labor Code 1030-1034. (Labor Code 1034)

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	Description
2 CCR 11006-11086	Discrimination in employment
2 CCR 11023	Harassment and discrimination prevention and correction

2 CCR 11024	Required training and education on harassment based on sex, gender identity and expression, and sexual orientation
2 CCR 11027-11028	National origin and ancestry discrimination
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
CA Constitution Article 1, Section 1	Inalienable rights
Civ. Code 51.7	Freedom from violence or intimidation
Ed. Code 200-262.4	Prohibition of discrimination
Gov. Code 11135	Prohibition of discrimination
Gov. Code 12900-12996	Fair Employment and Housing Act
Gov. Code 12940-12954	Unlawful employment practices
Gov. Code 12960-12976	Unlawful employment practices; complaints
Lab. Code 1030-1034	Lactation accommodation
Lab. Code 1197.5	Wages, hours and working conditions
Lab. Code 79-107	Division of Labor Standards Enforcement
Pen. Code 422.56	Definitions; hate crimes
Federal	Description
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
28 CFR 35.101-35.190	Americans with Disabilities Act
29 CFR 1636	Implementation of the Pregnant Workers Fairness Act
29 USC 218d	Fair Labor Standards Act; Providing Urgent Maternal Protections for Nursing Mothers (PUMP) Act
29 USC 621-634	Age Discrimination in Employment Act
29 USC 794	Rehabilitation Act of 1973; Section 504
34 CFR 100.6	Title VI; Compliance information
34 CFR 104.7	Section 504; Designation of responsible employee and adoption of grievances procedures
34 CFR 104.8	Notice of Nondiscrimination on the Basis of Handicap
34 CFR 106.1-106.82	Discrimination on the basis of sex; effectuating Title IX
34 CFR 110.1-110.39	Nondiscrimination on the basis of age
42 USC 12101-12213	Americans with Disabilities Act
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
42 USC 2000ff-2000ff-11	Genetic Information Nondiscrimination Act of 2008
42 USC 2000gg-2000gg-6	Pregnant Workers Fairness Act
42 USC 2000h-2-2000h-6	Title IX of the Civil Rights Act of 1964
42 USC 6101-6107	Age discrimination in federally assisted programs
Executive Order 11246	Equal Employment Opportunity
U.S. Constitution, First Amendment	Free exercise, free speech, and establishment clauses
Management Resources	Description
CA Civil Rights Department Publication	Sexual Harassment, January 2023
CA Civil Rights Department Publication	Family Care and Medical Leave and Pregnancy Disability Leave, January 2023
CA Civil Rights Department Publication	California Law Prohibits Workplace Discrimination and Harassment, January 2024
CA Civil Rights Department Publication	The Rights of Employees Who Are Transgender or Gender Nonconforming: Fact Sheet, November 2022
CA Civil Rights Department Publication	Harassment Prevention Guide for California Employers, 2017
CA Civil Rights Department Publication	Your Rights and Obligations as a Pregnant Employee, January 2023
Court Decision	Burlington Industries, Inc v. Ellerth (1998) 524 U.S. 742
Court Decision	Faragher-Ellerth v. City of Boca Raton (1998) 524 U.S. 775
Court Decision	Groff v. DeJoy (2023) 600 U.S. 447
Court Decision	Kennedy v. Bremerton (2022) 142 S.Ct. 2407
Court Decision	Shepard v. Loyola Marymount (2002) 102 Cal.App. 4th 837
Court Decision	Thomson v. North American Stainless LP (2011) 62 U.S. 170
Federal Register	Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, April 29, 2024, Vol. 89, No. 83, pages 33474-33896
U.S. Department of Education Publication	Guidance on Constitutionally Protected Prayer and Religious Expression in Public Elementary and Secondary Schools, May 2023
U.S. Equal Employment Opportunity Comm Publication	Know Your Rights: Workplace Discrimination is Illegal, June 2023
U.S. Equal Employment Opportunity Comm Publication	Enforcement Guidance on Harassment in the Workplace, April 2024

U.S. Equal Employment Opportunity
Comm Publication

[EEOC Compliance Manual](#)

Website

[U.S. Department of Labor, Office of Federal Contract
Compliance Program](#)

Website

[CSBA District and County Office of Education Legal Services](#)

Website

[California Department of Industrial Relations](#)

Website

[California Civil Rights Department](#)

Website

[U.S. Department of Education, Office for Civil Rights](#)

Website

[Equal Employment Opportunity Commission](#)

Cross References

Code

Description

0410

~~[Nondiscrimination In District Programs And
Activities](#)~~[Nondiscrimination In District Programs And
Activities](#)

1113

~~[District And School Websites](#)~~[District And School Websites](#)

1113

~~[District And School Websites](#)~~[District And School Websites](#)

1113-E(1)

~~[District And School Websites](#)~~[District And School Websites](#)

[1114](#)

~~[District-Sponsored Social Media](#)~~

[1114](#)

~~[District-Sponsored Social Media](#)~~

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Policy 4030: Nondiscrimination In Employment**Status:** ADOPTED**Original Adopted Date:** 12/16/1992 | **Last Revised Date:** 09/27/2023 | **Last Reviewed Date:** 09/27/2023

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The Governing Board is determined to provide a safe, positive environment where all district employees are assured of full and equal employment access and opportunities, protection from harassment and intimidation, and freedom from any fear of reprisal or retribution for asserting their employment rights in accordance with law. For purposes of this policy, employees include job applicants, interns, volunteers, and persons who contracted with the district to provide services, as applicable.

No district employee shall be discriminated against or harassed by any coworker, supervisor, manager, or other person with whom the employee comes in contact in the course of employment, on the basis of the employee's actual or perceived race; color; ancestry; national origin; age; religious creed; ~~pregnancy, childbirth, termination of pregnancy, or lactation, including related medical conditions and recovery; parental, family, or~~ marital status; ~~pregnancy;~~ physical or mental disability; medical condition; genetic information; veteran or military status; sex; ~~sex stereotypes; sex characteristics;~~ sexual orientation; gender; gender identity; gender expression; or association with a person or group with one or more of these actual or perceived characteristics.

Employers are also prohibited from discrimination against employees or job applicants on the basis of reproductive health ~~decisionmaking~~ decision-making, defined as a person's decision to use or access a particular drug, device, product, or medical service for reproductive health. ~~—~~ (Government Code 12926, 12940)

The district shall not inquire into any employee's immigration status nor discriminate against an employee on the basis of immigration status, unless there is clear and convincing evidence that ~~the district is required to do so in order to comply with federal immigration law. (2 CCR 11028)~~ such inquiry is necessary to comply with federal immigration law. (2 CCR 11028)

Unless otherwise provided for in law, the district may not discriminate against an employee, including an applicant for employment, in any term or condition of employment, or otherwise penalize a person, including termination, based on the person's use of cannabis off the job and away from the workplace, or on a drug screening which finds that the person has nonpsychoactive cannabis metabolites in the applicant's hair, blood, urine, or other bodily fluid. However, the district retains the right to maintain drug-free schools or prohibit employees from possessing, being impaired by, or using cannabis while on the job. (Government Code 12954)

Discrimination in employment based on the characteristics listed above is prohibited in all areas of employment and in all employment-related practices, including the following:

1. Hiring, compensation, terms, conditions, and other privileges of employment
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2. Taking ~~of~~ adverse employment actions such as termination or denial of employment, promotion, job assignment, or training
3. Unwelcome conduct, whether verbal, physical, or visual, that is offensive and so severe or pervasive as to adversely affect an employee's employment opportunities or that has the purpose or effect of unreasonably interfering with the employee's work performance or creating an intimidating, hostile, or offensive work environment
-
4. Actions and practices identified as unlawful or discriminatory pursuant to Government Code 12940 or 2 CCR 11006-11086, such as:
 - a. Sex discrimination ~~based on an employee's pregnancy, childbirth, breastfeeding, or any related medical condition or on an employee's gender, gender expression, or gender identity, including transgender status~~ as specified in Board Policy and Administrative Regulation 4119.11/4219.11/4319.11 - Sex Discrimination and Sex-Based Harassment
 - b. Religious creed discrimination based on an employee's religious belief or observance, including religious dress or grooming practices, or based on the district's failure or refusal to use reasonable means to accommodate an employee's religious belief, observance, or practice which conflicts with an employment requirement
 - c. Requiring medical or psychological examination of a job applicant or making an inquiry into whether a job applicant has a mental or physical disability or a medical condition or as to the severity of any such disability or condition, without the showing of a job-related need or business necessity
 - d. Failure to make reasonable accommodation for the known physical or mental disability of an employee or to engage in a timely, good faith, interactive process with an employee who has requested such accommodations in order to determine the effective reasonable accommodations, if any, to be provided to the employee
 - e. Requiring an applicant or employee to disclose information relating to the employee's reproductive health ~~decisionmaking~~ decision-making

The Board also prohibits retaliation against any district employee who opposes any discriminatory employment practice by the district or its employees, agents, or representatives or who complains, reports an incident, testifies, assists, or in any way participates in the district's complaint process pursuant to this policy. No employee who requests an accommodation for any protected characteristic listed in this policy shall be subjected to any punishment or sanction, regardless of whether the request was granted.—(Government Code 12940; 2 CCR 11028)

No employee shall, in exchange for a raise or bonus or as a condition of employment or continued employment, be required to sign a release of the employee's claim or right to file a claim against

the district or a nondisparagement agreement or other document that has the purpose or effect of preventing the employee from disclosing information about harassment, discrimination, or other unlawful acts in the workplace, including any conduct that the employee has reasonable cause to believe is unlawful.— (Government Code 12964.5)

Complaints concerning employment discrimination, harassment, or retaliation shall immediately be investigated in accordance with procedures specified in the accompanying administrative regulation. However, complaints alleging sex discrimination under Title IX shall be investigated and resolved in accordance with the procedures specified in 34 CFR 106.44 and 106.45 and Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures.

Any supervisory or management employee who observes or has knowledge of an incident of prohibited discrimination or harassment, including harassment of an employee by a nonemployee, shall report the incident to the Superintendent or designated district coordinator as soon as practical after the incident within one workday. All other employees are encouraged to ~~shall~~ report such incidents to their supervisor immediately or designated district coordinator within one workday.

The Superintendent or designee shall use all appropriate means to reinforce the district's nondiscrimination policy, including providing training and information to employees about how to recognize harassment, discrimination, or other prohibited conduct, how to respond appropriately, and components of the district's policies and regulations regarding discrimination. The Superintendent or designee shall regularly review the district's employment practices and, as necessary, shall take action to ensure district compliance with the nondiscrimination laws.

Any district employee who engages in prohibited discrimination, harassment, or retaliation or who aids, abets, incites, compels, or coerces another to engage or attempt to engage in such behavior in violation of this policy shall be subject to disciplinary action, up to and including dismissal.

The district shall maintain and preserve all applications, personnel, membership, or employment referral records and files for at least four years after the records are initially created or received or, for an applicant or a terminated employee, for four years after the date the employment action was taken. However, when the district is notified that a complaint has been filed with the California Civil Rights Department, records related to the employee involved shall be maintained and preserved until the later of the first date after the time for filing a civil action has expired or the first date after the complaint has been fully and finally disposed of and all administrative proceedings, civil actions, appeals, or related proceedings have been terminated.— (Government Code 12946)

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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	Description
2 CCR 11006-11086	Discrimination in employment
2 CCR 11023	Harassment and discrimination prevention and correction
2 CCR 11024	Required training and education on harassment based on sex, gender identity and expression, and sexual orientation
2 CCR 11027-11028	National origin and ancestry discrimination
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
CA Constitution Article 1, Section 1	Inalienable rights
Civ. Code 51.7	Freedom from violence or intimidation
Ed. Code 200-262.4	Prohibition of discrimination
Gov. Code 11135	Prohibition of discrimination
Gov. Code 12900-12996	Fair Employment and Housing Act
Gov. Code 12940-12954	Unlawful employment practices
Gov. Code 12960-12976	Unlawful employment practices; complaints
Lab. Code 1030-1034	Lactation accommodation
Lab. Code 1197.5	Wages, hours and working conditions
Lab. Code 79-107	Division of Labor Standards Enforcement
Pen. Code 422.56	Definitions; hate crimes
Federal	Description
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
28 CFR 35.101-35.190	Americans with Disabilities Act
29 CFR 1636	Implementation of the Pregnant Workers Fairness Act
29 USC 218d	Fair Labor Standards Act; Providing Urgent Maternal Protections for Nursing Mothers (PUMP) Act
29 USC 621-634	Age Discrimination in Employment Act
29 USC 794	Rehabilitation Act of 1973; Section 504

34 CFR 100.6	Title VI; Compliance information
34 CFR 104.7	Section 504; Designation of responsible employee and adoption of grievances procedures
34 CFR 104.8	Notice of Nondiscrimination on the Basis of Handicap
34 CFR 106.1-106.82	Discrimination on the basis of sex; effectuating Title IX
34 CFR 110.1-110.39	Nondiscrimination on the basis of age
42 USC 12101-12213	Americans with Disabilities Act
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
42 USC 2000ff-2000ff-11	Genetic Information Nondiscrimination Act of 2008
42 USC 2000gg-2000gg-6	Pregnant Workers Fairness Act
42 USC 2000h-2-2000h-6	Title IX of the Civil Rights Act of 1964
42 USC 6101-6107	Age discrimination in federally assisted programs
Executive Order 11246	Equal Employment Opportunity
U.S. Constitution, First Amendment	Free exercise, free speech, and establishment clauses
Management Resources	Description
CA Civil Rights Department Publication	Sexual Harassment, January 2023
CA Civil Rights Department Publication	Family Care and Medical Leave and Pregnancy Disability Leave, January 2023
CA Civil Rights Department Publication	California Law Prohibits Workplace Discrimination and Harassment, January 2024
CA Civil Rights Department Publication	The Rights of Employees Who Are Transgender or Gender Nonconforming: Fact Sheet, November 2022
CA Civil Rights Department Publication	Harassment Prevention Guide for California Employers, 2017
CA Civil Rights Department Publication	Your Rights and Obligations as a Pregnant Employee, January 2023
Court Decision	Burlington Industries, Inc v. Ellerth (1998) 524 U.S. 742
Court Decision	Faragher-Ellerth v. City of Boca Raton (1998) 524 U.S. 775
Court Decision	Groff v. DeJoy (2023) 600 U.S. 447
Court Decision	Kennedy v. Bremerton (2022) 142 S.Ct. 2407
Court Decision	Shephard v. Loyola Marymount (2002) 102 Cal.App. 4th 837
Court Decision	Thomson v. North American Stainless LP (2011) 62 U.S. 170

Federal Register	Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, April 29, 2024, Vol. 89, No. 83, pages 33474-33896
U.S. Department of Education Publication	Guidance on Constitutionally Protected Prayer and Religious Expression in Public Elementary and Secondary Schools, May 2023
U.S. Equal Employment Opportunity Comm Publication	Know Your Rights: Workplace Discrimination is Illegal, June 2023
U.S. Equal Employment Opportunity Comm Publication	Enforcement Guidance on Harassment in the Workplace, April 2024
U.S. Equal Employment Opportunity Comm Publication	EEOC Compliance Manual
Website	U.S. Department of Labor, Office of Federal Contract Compliance Program
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Industrial Relations
Website	California Civil Rights Department
Website	U.S. Department of Education, Office for Civil Rights
Website	Equal Employment Opportunity Commission

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities Nondiscrimination In District Programs And Activities
1113	District And School Websites District And School Websites
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HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy Gabler

FROM: Jaime Martinez

DATE: 9/16/24

FOR: Board Meeting
 Superintendent's Cabinet

FOR: Information
 Action

Date you wish to have your item considered: 9/25/24

ITEM: Consider for approval Revised Board
Policy: 4033 - Lactation Accommodation

PURPOSE: Policy updated to reflect NEW FEDERAL REGULATIONS (89 Fed. Reg. 33474) which (1) require districts to provide reasonable break time for employees to express breast milk or breastfeed, and to ensure that employees have access to a lactation space, as specified, (2) provide that "sex" for purposes of sex discrimination under Title IX includes lactation and related medical conditions or recovery, and (3) require a district with knowledge of alleged conduct, which occurs in a district program or activity on or after August 1, 2024, that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, to follow Title IX grievance procedures when investigating and resolving a complaint based on the alleged conduct. Additionally, policy updated to reflect the Providing Urgent Maternal Protections (PUMP) for Nursing Mother Act which (1) requires employers to provide reasonable break time for nursing employees to express breast milk for one year after the child's birth, and to ensure that employees have access to a lactation space, as specified, and (2) authorizes an employee to file a complaint with the Wage and Hour Division of the U.S. Department of Labor for violation of such act. In addition, policy updated to reflect the Pregnant Workers Fairness Act which (1) requires employers to provide reasonable accommodation to employees due to pregnancy, childbirth, or related medical conditions, including lactation, as specified, and (2) authorizes an employee to file a complaint with the Equal Employment Opportunity Commission for failure to provide reasonable accommodations pursuant to the act.

FISCAL IMPACT: None

ADM – 018

11/2019

RECOMMENDATIONS: Approve.

Policy 4033: Lactation Accommodation

Status: ADOPTED

Original Adopted Date: 02/08/2017 | **Last Revised Date:** 03/25/2020 | **Last Reviewed Date:** 03/25/2020

The ~~Governing Board of Trustees~~ recognizes the immediate and long-term health benefits of breastfeeding ~~for~~ and desires to provide a supportive environment for any district employee to express breast milk for an infant child upon returning to work following the birth of the child. The Board prohibits discrimination, harassment, and/or retaliation against any district employee for seeking an accommodation to express breast milk for an infant child while at work.

An employee shall notify the employee's supervisor or other appropriate ~~personnel~~district administrator in advance of the intent to request an accommodation. The supervisor ~~or appropriate district administrator~~ shall respond to the request and shall work with the employee to make arrangements. If needed, the supervisor ~~or appropriate district administrator~~ shall address scheduling in order to ensure that the employee's essential job duties are covered during the break time.

Lactation accommodations shall be granted unless limited circumstances exist as specified in law. (Labor Code 1031, 1032; 29 USC ~~207~~218d, 42 USC 2000gg-1)

Before a determination is made to deny lactation accommodations to an employee, the employee's supervisor shall consult with the Superintendent or designee. When lactation accommodations are denied, the Superintendent or designee shall document the options that were considered and the reasons for denying the accommodations.

The Superintendent or designee shall provide a written response to any employee who was denied the accommodation(s). (Labor Code 1034)

The district shall include this policy in its employee handbook or in any set of policies that the district makes available to employees. In addition, the Superintendent or designee shall distribute ~~the~~this policy to new employees upon hire and when an employee makes an inquiry about or requests parental leave. (Labor Code 1034)

Break Time and Location Requirements

The district shall provide a reasonable amount of break time to accommodate an employee each time the employee has a need to express breast milk for an infant child. (Labor Code 1030); 42 USC 2000gg-1; 34 CFR 106.57)

To the extent possible, any break time granted for lactation accommodation shall run concurrently with the break time already provided to the employee. Any additional break time used by a non-exempt employee for this purpose shall be unpaid. (Labor Code 1030; 29 USC ~~207~~218d)

The employee shall be provided a lactation space which may be used by the use of employee for expressing breast milk or breastfeeding as needed. The lactation space shall be a private room or location, other than a bathroom, which may be the employee's work area or another location that is in close proximity to the employee's work area. ~~The room or location provided, and~~ shall meet the following requirements: (Labor Code 1031; 29 USC ~~207~~-218d; 34 CFR 106.57)

1. Is shielded from view and free from intrusion while the employee is expressing breast milk
2. Is safe, clean, and free of hazardous materials, as defined in Labor Code 6382
3. Contains a place to sit and a surface to place a breast pump and personal items
4. Has access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump
5. ~~The District shall provide~~Has access to a sink with running water and a refrigerator suitable for storing milk in close proximity to the employee's workspace or, if a refrigerator cannot be provided, another cooling device suitable for storing milk

breast milk in close proximity to the employee's workspace

If a multipurpose room is used for lactation, among other uses, the use of the room for lactation shall take precedence over other uses for the time it is in use for lactation purposes. (Labor Code 1031)

Dispute Resolution

AnComplaints alleging sex discrimination under Title IX shall be investigated and resolved in accordance with the procedures specified in 34 CFR 106.44 and 106.45 and Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures.

Additionally, an employee may file a complaint with the Wage and Hour Division of the U.S. Department of Labor for an alleged violation of the Providing Urgent Maternal Protections for Nursing Mothers Act and/or the Equal Employment Opportunity Commission for failure to provide reasonable accommodations pursuant to the Pregnant Workers Fairness Act. (29 USC 218c, 218d, 42 USC 2000gg-2).

In addition, an employee may file a complaint with the Labor Commissioner at the California Department of Industrial Relations for any alleged violation of Labor Code 1030-1034. (Labor Code 1034)

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

Description

2 CCR 11035-11051	Unlawful sex discrimination; pregnancy, childbirth, and related medical conditions
29 USC 218c	Fair Labor Standards Act; protections for employees
Civ. Code 43.3	Right of mothers to breastfeed in any public or private location
Ed. Code 200-262.4	Prohibition of discrimination
Gov. Code 12925-12954	Unlawful discriminatory employment practices
Gov. Code 12945	Unlawful discrimination based on pregnancy, childbirth, or related medical conditions
Lab. Code 1030-1034	Lactation Accommodation
Lab. Code 6382	Procedure for listing hazardous substances
Federal	Description
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
29 CFR 1636	Implementation of the Pregnant Workers Fairness Act
29 USC 218d	Fair Labor Standards Act; Providing Urgent Maternal Protections for Nursing Mothers (PUMP) Act
34 CFR 106.1-106.82	Discrimination on the basis of sex; effectuating Title IX
42 USC 2000gg-2000gg-6	Pregnant Workers Fairness Act
Management Resources	Description
CA Department of Industrial Relations Publication	Rest Periods/Lactation Accommodation, Frequently Asked Questions
California Civil Rights Department Decision	Department of Fair Employment and Housing v. Acosta Tacos (Chavez), FEHC Precedential Decision 09-03P, 2009
California Department of Public Health Publication	Lactation Accommodation for Employers
Federal Register	Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, April 29, 2024, Vol. 89, No. 83, pages 33474-33896
Federal Register	Reasonable Break Time for Nursing Mothers, December 21, 2010, Vol. 78, No. 244, pages 80073-80079
Office of the Surgeon General Publication	The Surgeon General's Call to Action to Support Breastfeeding, 2011
U.S. DoL, Wage and Hour Div., Publication	Education FAQs
U.S. DoL, Wage and Hour Div., Publication	Frequently Asked Questions - Pumping Breast Milk at Work

U.S. DoL, Wage and Hour Div., Publication	Fact Sheet #73: FLSA Protections for Employees to Pump Breast Milk at Work, rev. January 2023
U.S. HHS Office on Women's Health Publication	The Business Case for Breastfeeding: Steps for Creating a Breastfeeding Friendly Worksite, Toolkit, 2008
Website	CSBA District and County Office of Education Legal Services
Website	Equal Employment Opportunity Commission
Website	California Department of Industrial Relations, Division of Labor and Standards Enforcement
Website	California Department of Public Health
Website	California Women, Infants and Children Program
Website	Centers for Disease Control and Prevention
Website	Health Resources and Services Administration
Website	Office of the Surgeon General
Website	U.S. Department of Labor, Wage and Hour Division, FLSA Protections to Pump at Work

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities Nondiscrimination In District Programs And Activities
4030	Nondiscrimination In Employment Nondiscrimination In Employment
4030	Nondiscrimination In Employment Nondiscrimination In Employment
4032	Reasonable Accommodation Reasonable Accommodation
4112.9	Employee Notifications Employee Notifications
4112.9-E(1)	Employee Notifications Employee Notifications
4113.4	Temporary Modified/Light-Duty Assignment Temporary Modified/Light-Duty Assignment
4119.11	Sex Discrimination and Sex-Based Harassment Sex Discrimination and Sex-Based Harassment
4119.11	Sex Discrimination and Sex-Based Harassment Sex Discrimination and Sex-Based Harassment

4119.12 4144	<u>Complaints</u> Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
4119.12-E(1) 4144	<u>Complaints</u> Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
4144 4161.8	<u>Family Care And Medical Leave</u> Complaints
4144 4161.8	<u>Family Care And Medical Leave</u> Complaints
4161.8-E PDF(1)	<u>Family Care And Medical Leave</u> Family Care And Medical Leave
4212.9	<u>Employee Notifications</u> Employee Notifications
4212.9-E(1)	<u>Employee Notifications</u> Employee Notifications
4213.4	<u>Temporary Modified/Light-Duty Assignment</u> Temporary Modified/Light-Duty Assignment
4219.11	<u>Sex Discrimination and Sex-Based Harassment</u> Sex Discrimination and Sex-Based Harassment
4219.11	<u>Sex Discrimination and Sex-Based Harassment</u> Sex Discrimination and Sex-Based Harassment
4219.12 4244	<u>Complaints</u> Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
4219.12-E(1) 4244	<u>Complaints</u> Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
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4244 4261.8	<u>Family Care And Medical Leave</u> Complaints
4261.8-E PDF(1)	<u>Family Care And Medical Leave</u> Family Care And Medical Leave
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4313.4	<u>Temporary Modified/Light-Duty Assignment</u> Temporary Modified/Light-Duty Assignment
4319.11	<u>Sex Discrimination and Sex-Based Harassment</u> Sex Discrimination and Sex-Based Harassment
4319.11	<u>Sex Discrimination and Sex-Based Harassment</u> Sex Discrimination and Sex-Based Harassment
4319.12 4344	<u>Complaints</u> Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures

4319.12-E(1)~~4344~~

ComplaintsTitle IX Sex Discrimination and Sex-Based
Harassment Complaint Procedures

4344~~4361.8~~

Family Care And Medical LeaveComplaints

4344~~4361.8~~

Family Care And Medical LeaveComplaints

4361.8-~~E~~ PDF(1)

Family Care And Medical LeaveFamily Care And Medical
Leave

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy Gabler

FROM: Jaime Martinez

DATE: 9/16/24

FOR: Board Meeting
 Superintendent's Cabinet

FOR: Information
 Action

Date you wish to have your item considered: 9/25/24

ITEM: Consider for approval Revised Board Policy and Administrative Regulation:
 4119.11/4219.11/4319.11 - Sex Discrimination and Sex-Based Harassment

PURPOSE: Policy updated to include material related to sex discrimination, in addition to sex-based harassment. Additionally, policy updated to reflect NEW LAW (AB 1955, 2024) which prohibits a district, including a Governing Board member, from retaliating or otherwise taking adverse action against an employee, including by placing the employee on administrative leave, on the basis that the employee supported a student exercising rights specified in certain Education Code provisions, performed work in a manner consistent with the district's legal obligations related to educational equity, or provided instruction to students consistent with current content standards, curriculum frameworks, instructional materials adopted by the state board, and state law. In addition, policy updated to reflect NEW FEDERAL REGULATIONS (89 Fed. Reg. 33474) which (1) require districts to provide a notice of nondiscrimination on the basis of sex, (2) require employees with knowledge of conduct that reasonably may constitute sex discrimination or sex-based harassment in a district education program or activity to notify the Title IX Coordinator, (3) require a district with knowledge of alleged conduct, which occurs in a district program or activity on or after August 1, 2024, that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, to follow Title IX grievance procedures when investigating and resolving a complaint based on the alleged conduct, and (4) require the Title IX Coordinator to offer and coordinate supportive measures when notified of conduct that reasonably may constitute sex discrimination, including sex-based harassment.

FISCAL IMPACT: None

RECOMMENDATIONS: Approve.

Regulation 4119.11/4219.11/4319.11: Sex Discrimination and Sex-Based Harassment **Status:** ADOPTED

Original Adopted Date: 05/05/1993-12/01/2016 | **Last Revised Date:** 04/14/2021-07/01/2024 |
Last Reviewed Date: 04/14/2021-07/01/2024

~~The following administrative regulation shall apply to all allegations of sexual harassment involving employees, interns, volunteers, and job applicants, but shall not be used to resolve any complaint by or against a student.~~

Definitions

~~Sexual-The district does not discriminate on the basis of sex in any of its programs or activities and complies with Title IX of the Education Amendments of 1972 and its implementing regulations. Sex discrimination, including sex-based harassment, is prohibited in district education programs and activities.~~

~~The following administrative regulation shall apply to all allegations of sex discrimination and sex-based harassment by and against district employees, interns, volunteers, and job applicants, but shall not be used to resolve any complaint by a student.~~

Definitions

~~Sex discrimination includes treating an employee differently based on the employee's sex, which includes differential treatment based on sex stereotypes; sex characteristics; sexual orientation; gender; gender identity; gender expression; pregnancy, childbirth, termination of pregnancy, or lactation, including related medical conditions and recovery; parental, family, or marital status; or association with a person or group with one or more of these actual or perceived characteristics.~~

~~Sex discrimination, including sex-based harassment, intimidation, or bullying, may result from physical, verbal, nonverbal, or written conduct and occurs when prohibited conduct is so severe, persistent, or pervasive that it creates an intimidating, threatening, hostile, or offensive work environment; has the effect of substantially or unreasonably interfering with an employee's term or condition of employment; or otherwise adversely affects an employee's employment opportunities.~~

~~Sex-based harassment is a form of sex discrimination and means sexual harassment and other harassment on the basis of sex, sex stereotypes, sex characteristics, or other bases specified above. Conduct will constitute sex-based harassment when it takes the form of: (34 CFR 106.2, 106.11)~~

- ~~1. Quid pro quo harassment: A district employee, agent, or other individual authorized by the district to provide an aid, benefit, or service in the district's education program or activity conditioning the provision of district aid, benefit, or service on a student's participation in unwelcome sexual conduct~~

2. Hostile environment harassment: Unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person's ability to participate in or benefit from the district's education program or activity

Any prohibited conduct that occurs off campus or outside of school-related or school-sponsored programs or activities will be regarded as sex-based harassment in violation of district policy if it has a continuing effect on a student's ability to participate in or benefit from district educational programs or activities.

3. Sexual assault, dating violence, domestic violence, or stalking, as defined in 34 CFR 106.2

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, regardless of whether ~~or not~~ the conduct is motivated by sexual desire. Conduct is considered to be sexual harassment when ~~made~~ against another person of the same or opposite sex in the work or educational setting under any of the following conditions: (Education Code 212.5; Government Code 12940; 2 CCR 11034)

1. Submission to the conduct is made explicitly or implicitly a term or condition of the individual's employment.
2. Submission to or rejection of the conduct is used as the basis for an employment decision affecting the individual.
3. The conduct has the purpose or effect of having ~~an~~ negative impact upon the individual's work performance or of creating an intimidating, hostile, or offensive work environment.
4. Submission to or rejection of the conduct is used as the basis for any decision affecting the individual regarding benefits, services, honors, programs, or activities available at or through the district.

~~For 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 exercise4s 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 person'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 person 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~~Sex Discrimination and Sex-Based Harassment

Examples of actions that might constitute ~~sexual~~sex-based harassment under state ~~and~~/or federal law in accordance with the definitions above, ~~in~~ the work or educational setting, whether committed by a supervisor, a co-worker, or a non-employee, include, but are not limited to:

1. Unwelcome verbal conduct such as ~~sexual~~sex-based flirtations or propositions; graphic comments about an individual's body; overly personal conversations or pressure for ~~sexual~~sex-based activity; ~~sexual~~sex-based jokes or stories; unwelcome ~~sexual~~sex-based slurs, epithets, threats, innuendoes; ~~derogatory~~ derogatory comments, ~~sexually~~; ~~sex-based~~ degrading descriptions; ~~or~~ the spreading of ~~sexual~~sex-based rumors
2. Unwelcome visual conduct such as drawings, pictures, graffiti, or gestures; sexually explicit emails; ~~or messaging~~; ~~or~~ displaying sexually suggestive objects
3. Unwelcome physical conduct such as massaging, grabbing, fondling, stroking, or brushing the body; touching an individual's body or clothes in a sexual way; ~~or~~ cornering, blocking, leaning over, or impeding normal movements

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~~Administrative Regulation 4119.12/4219.12/4319.12 - Title IX ~~Sexual~~Sex Discrimination and Sex-Based Harassment Complaint Procedures, ~~as well as to and~~ oversee, ~~investigate, and resolve sexual harassment~~ ~~the district's response to discrimination~~ complaints, processed under ~~AR~~Administrative Regulation 4030 - Nondiscrimination in Employment. - The Title IX Coordinator(s) may be ~~contact~~contacted at

Jaime Martinez (~~employee~~ complaints)
 Assistant Superintendent of Human Resources
 714 N. White Street, Hanford, CA 93230
 (559) 585-3609
jmartinez@hanfordesd.org

~~Jason~~ Strickland (~~student~~ complaints)
 Assistant Superintendent of Student Services
 714 N. White Street, Hanford, CA 93230
 (559) 585-3642
jstrickland@hanfordesd.org

Training ~~or designee shall ensure that all employees receive training regarding sex discrimination and sex-based harassment in accordance with state and federal law.~~

Every two years, the Superintendent or designee shall ensure that supervisory employees receive at least two hours, and nonsupervisory ~~employee~~employees receive at least one

hour, ~~of~~ classroom or other effective interactive training and education regarding sexual harassment, ~~as specified in Government Code 12950.1.~~ All newly hired employees and employees promoted to a supervisory position ~~shall~~ receive training within six months of their assumption of the new position. ~~(Government Code 12950.1)~~

A supervisory employee is any employee having the authority, in the interest of the district, to hire, transfer, suspend, lay off, promote, discharge, assign, reward, or discipline other employees, or the responsibility to direct them, adjust their grievances, or effectively recommend such action, when the exercise of the authority is not of a merely routine or clerical nature, but requires the use of independent judgment. ~~(Government Code 12926)~~

)

Such training may be completed ~~by~~ employees individually or as part of a group ~~presentation,~~ may be completed in shorter segments as long as the applicable hourly ~~requirement~~ is met, and may be provided in conjunction with other training provided to the employees. ~~The training shall be presented by trainers or educators with knowledge and expertise in the prevention of harassment, discrimination, and retaliation. (Government Code 12950.1)~~

The district's sexual harassment training and education program shall include, but is not limited to, the following: ~~(Government Code 12950.1; 2 CCR 11024)~~

1. Information and practical guidance regarding federal and state laws concerning the prohibition, prevention, and correction of sexual harassment
2. The types of conduct that constitute ~~sexual~~ harassment
3. Remedies available for victims in civil actions, and potential employer/~~individual~~ exposure ~~liability~~
4. Strategies to prevent harassment in the workplace
5. ~~Supervisor's~~Supervisors' obligation to report ~~sexual~~ harassment, discrimination, and retaliation of which they become aware
6. Practical ~~examples~~ which illustrate sexual harassment, discrimination, and retaliation using training modalities such as role plays, case studies, and group discussions, based on factual scenarios taken from case law, news and media accounts, and hypotheticals based on workplace situations and other sources
7. The ~~limited~~ confidentiality of the complaint process
8. Resources ~~for~~ victims of unlawful harassment, such as to whom they should report any alleged harassment

9. Steps necessary to take appropriate remedial measures to correct harassing behavior, which includes the district's obligation to conduct an effective workplace investigation of a harassment complaint
10. What to do if the supervisor is personally accused of harassment
11. The essential elements of the district's anti-harassment policy-, and how to use the policy if a harassment complaint is filed

Employees- shall receive- a copy of the district's sexual harassment policy and administrative regulations, which they- shall read and- acknowledge ~~i~~ that they- have received.
12. Information, including- practical examples, of harassment based on gender identity, gender expression, and sexual orientation
13. Prevention of abusive conduct, including a review of the definition and elements of abusive conduct pursuant to Government Code 12950.1, the negative effects that abusive conduct has on the victim and ~~others~~other in the workplace, the detrimental ~~consequences~~consequences of this conduct on employee productivity and morale, and that a single act does not constitute abusive conduct unless the act is severe or egregious

Additionally, the Superintendent or designee shall ensure that all employees receive annual training related to their duties under Title IX in accordance with 34 CFR 106.8, and that a newly hired employee receive training promptly upon hire or change of position that alters the employee's duties under Title IX. (34 CFR 106.8)

The district's Title IX sex discrimination and sex-based harassment training shall include: (34 CFR 106.8)

1. The district's obligation to address sex-based discrimination, including sex-based harassment, in its education program or activity
2. The scope of conduct that constitutes sex discrimination under Title IX, including the definition of sex-based harassment
3. The notification and information requirements specified in 34 CFR 106.40 and 106.44

The district's Title IX sex-based harassment training and education program shall also include additional training required of supervisors; investigators, decisionmakers, and other persons who are responsible for implementing the district's grievance procedures or have the authority to modify or terminate supportive measures; facilitators of an informal resolution process; and Title IX Coordinators and designees. (34 CFR 106.8)

The Superintendent or designee shall retain for at least two years the records of any training provided to supervisory employees. Such records shall include the names of trained employees, date of the training, ~~the~~-type of training, and ~~the~~-name of the training provider. (2 CCR 11024)

Additionally, the Superintendent or designee shall retain for at least seven years the materials used to provide training as specified in 34 CFR 106.8, and to make these materials available, upon request, to members of the public. (34 CFR 106.8)

Notifications

~~The Superintendent or designee shall notify employees that the~~

~~To prevent unlawful sex discrimination and sex-based harassment, including retaliation, in district does not discriminate on the basis of sex as required by Title IX, that the Title IX nondiscrimination requirement extends to employment, 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 programs and activities, the Assistant Secretary for Civil Rights, U.S. Department of Education. (34 CFR 106.8)~~

~~The district shall notify employees, bargaining units, and applicants for employment~~
~~o Superintendent or designee shall provide notifications and implement measures to prevent discrimination and harassment as specified in Administrative Regulation 4030 - Nondiscrimination in Employment.~~

~~In addition to the name or title, office address, email address, and telephone number of measures to prevent discrimination as specified in Administrative Regulation 4030 - Nondiscrimination in Employment, the district's Title IX Coordinator. (34 cfr 106.8)~~

~~A Superintendent or designee shall ensure that a copy of the Board policy and this administrative regulation shall:~~

1. Be displayed in a prominent location in the main administrative building, district office, or other area of the school where notices of district rules, regulations, procedures, and standards of conduct are posted (Education Code 231.5)
2. Be provided to every district employee at the beginning of the first quarter or semester of the school year or whenever a new employee is hired (Education Code 231.5)
3. 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)
-
- ~~4. Be posted, along with the name or title and contact information of the Title I Coordinator, in a prominent location on the district's website (34 CFR 106.8)~~
-
- ~~5. Be included, along with the name or tile and contact information of the Title IX Coordinator, in any handbook provided to employees or employees organizations (34 CFR 106.8)~~

All employees shall receive a copy of an information sheet prepared by the California Civil Rights Department of Fair Employment and Housing (DFEH/CRD) or the district that contains, at a minimum, components on: (Government Code 12950)

1. The illegality of ~~sexual~~sex-based harassment
2. The definition of ~~sexual~~sex-based harassment under applicable state and federal law
3. A description of ~~sexual~~sex-based harassment, with examples
4. The district's complaint process available to the employee
5. The legal remedies and complaint process available through ~~DFEH/CRD~~ and the Equal Employment Opportunity Commission (EEOC)
6. Directions on how to contact ~~DFEH/CRD~~ and the EEOC
7. The protection against retaliation provided by 2 CCR 11021 for opposing harassment prohibited by law or for filing a complaint with, or otherwise participating in an investigation, proceeding, or hearing conducted by ~~DFEH/CRD~~ and the EEOC.

~~In addition~~Additionally, the district shall post, in a prominent and accessible location, the ~~DFEH/CRD~~ poster on discrimination in employment and the illegality of ~~sexual~~sex-based harassment, and the ~~DFEH/CRD~~ poster regarding transgender rights. (Government Code 12950)

Complaint Procedures

All complaints and allegations of ~~sexual~~sex discrimination and sex-based harassment by and against employees 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 complaints. All complaints that meet the definition of sexual harassment under Title IX shall be investigated as specified in 34 CFR 106.44 and resolved in accordance with AR 106.45 and Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sexual Sex Discrimination and Sex-Based Harassment Complaint Procedures. Other sexual harassment complaints shall be investigated and resolved pursuant to AR 4030 - Nondiscrimination in Employment.~~

If ~~sexual~~sex discrimination or sex-based harassment is found following an investigation, the Title IX Coordinator, or designee in consultation with the Title IX Coordinator, shall take prompt action to stop the ~~sexual~~sex discrimination or sex-based harassment, prevent recurrence, and address any continuing effects.

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

Description

2 CCR 11006-11086	Discrimination in employment
2 CCR 11009	Employment discrimination
2 CCR 11021	Discrimination in employment - retaliation
2 CCR 11023	Harassment and discrimination prevention and correction
2 CCR 11024	Required training and education on harassment based on sex, gender identity and expression, and sexual orientation
2 CCR 11034	Terms, conditions, and privileges of employment
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
Ed. Code 200-262.4	Prohibition of discrimination
Ed. Code 220.1	Prohibition of retaliation related to educational equity
Ed. Code 220.3	Prohibition of disclosure of information related to student's sexual orientation, gender identity, or gender expression
Ed. Code 220.5	Prohibition of policies requiring disclosure of information related to student's sexual orientation, gender identity, or gender expression
Gov. Code 12900-12996	Fair Employment and Housing Act
Gov. Code 12940	Unlawful discriminatory employment practices
Gov. Code 12950	Sexual harassment
Gov. Code 12950.1	Sexual harassment training
Lab. Code 1101	Political activities of employees
Lab. Code 1102.1	Discrimination: sexual orientation
Lab. Code 1197.5	Wages, hours, and working conditions
Federal	Description
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
29 CFR 1636	Implementation of the Pregnant Workers Fairness Act
34 CFR 106.1-106.82	Nondiscrimination on the basis of sex in education programs
42 USC 2000e-2000e-17	Title VII, Civil Rights Act of 1964, as amended
42 USC 2000gg-2000gg-6	Pregnant Workers Fairness Act
Management Resources	Description
Court Decision	Burlington Industries v. Ellreth (1998) 118 S.Ct. 2257
Court Decision	Department of Health Services v. Superior Court of California (2003) 31 Cal.4th 1026

Court Decision	Faragher v. City of Boca Raton (1998) 118 S.Ct. 2275 ¹⁷⁵
Court Decision	Gebser v. Lago Vista Independent School District (1998) 118 S.Ct. 1989
Court Decision	Meritor Savings Bank, FSB v. Vinson et al. (1986) 447 U.S. 57
Court Decision	Oncale v. Sundowner Offshore Serv. Inc. (1998) 118 S.Ct. 998
Federal Register	Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, April 29, 2024, Vol. 89, No. 83, pages 33474-33896
U.S. Equal Employment Opportunity Com. Publication	Promising Practices for Preventing Harassment, November 2017
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Education
Website	California Civil Rights Department
Website	U.S. Department of Education, Office for Civil Rights
Website	Equal Employment Opportunity Commission

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities <u>Nondiscrimination In District Programs And Activities</u>
0450	Comprehensive Safety Plan <u>Comprehensive Safety Plan</u>
0450	Comprehensive Safety Plan <u>Comprehensive Safety Plan</u>
1312.3	Uniform Complaint Procedures <u>Uniform Complaint Procedures</u>
1312.3	Uniform Complaint Procedures <u>Uniform Complaint Procedures</u>
<u>1312.3-E(1)</u>	<u>Uniform Complaint Procedures</u>
<u>1312.3-E(2)</u>	<u>Uniform Complaint Procedures</u>
<u>1313</u>	<u>Civility</u>
3530	Risk Management/Insurance <u>Risk Management/Insurance</u>
3530	Risk Management/Insurance <u>Risk Management/Insurance</u>
3600	Consultants <u>Consultants</u>
3600	<u>Consultants</u>
4030	Nondiscrimination In Employment <u>Nondiscrimination In Employment</u>

4030	Nondiscrimination In Employment <u>Nondiscrimination In Employment</u>
4033	Lactation Accommodation <u>Lactation Accommodation</u>
4040	Employee Use Of Technology <u>Employee Use Of Technology</u>
4040	Employee Use Of Technology <u>Employee Use Of Technology</u>
4040-E-PDF(1)	Employee Use Of Technology – Employee Technology <u>Acceptable Use Policy</u> <u>Employee Use Of Technology</u>
4112.9	Employee Notifications <u>Employee Notifications</u>
4112.9-E(1)	Employee Notifications <u>Employee Notifications</u>
4117.7	Employment Status Reports <u>Employment Status Reports</u>
4118	Dismissal/Suspension/Disciplinary <u>Action</u> <u>Dismissal/Suspension/Disciplinary Action</u>
4118	Dismissal/Suspension/Disciplinary <u>Action</u> <u>Dismissal/Suspension/Disciplinary Action</u>
4119. 21 <u>12</u>	Professional Standards <u>Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures</u>
4119. 21 <u>12</u> -E-PDF(1)	Professional Standards <u>Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures</u>
4119. 22 <u>21</u>	Dress And Grooming <u>Professional Standards</u>
4119.21 -E(1)	Professional Standards <u>Professional Standards</u>
4119.22	Dress And Grooming <u>Dress And Grooming</u>
4131	Staff Development <u>Staff Development</u>
4144	Complaints <u>Complaints</u>
4144	Complaints <u>Complaints</u>
4212.9	Employee Notifications <u>Employee Notifications</u>
4212.9-E(1)	Employee Notifications <u>Employee Notifications</u>
4218.1	Dismissal/Suspension/Disciplinary Action (Merit System) <u>Dismissal/Suspension/Disciplinary Action (Merit System)</u>
4219. 21 <u>12</u>	Professional Standards <u>Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures</u>
4219. 21 <u>12</u> -E-PDF(1)	Professional Standards <u>Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures</u>
4219. 22 <u>21</u>	Dress And Grooming <u>Professional Standards</u>
4219.21 -E(1)	Professional Standards <u>Professional Standards</u>

4219.22	Dress And Grooming Dress And Grooming
4231	Staff Development Staff Development
4244	Complaints Complaints
4244	Complaints Complaints
4300	Administrative And Supervisory Personnel Administrative And Supervisory Personnel
4300	Administrative And Supervisory Personnel Administrative And Supervisory Personnel
4312.9	Employee Notifications Employee Notifications
4312.9-E(1)	Employee Notifications Employee Notifications
4317.7	Employment Status Reports Employment Status Reports
4319. 21 12	Professional Standards Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
4319. 21 12-E-PDF(1)	Professional Standards Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
4319. 22 21	Dress And Grooming Professional Standards
4319.21 -E(1)	Professional Standards
4319.22	Dress And Grooming Dress And Grooming
4344	Complaints Complaints
4344	Complaints Complaints
5145.3	Nondiscrimination/Harassment Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment Nondiscrimination/Harassment
5145.7	Sex Discrimination and Sex-Based Harassment Sex Discrimination and Sex-Based Harassment
5145.7	Sex Discrimination and Sex-Based Harassment Sex Discrimination and Sex-Based Harassment
5145.71	Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
5145.71-E-PDF(1)	Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
5146	Married/Pregnant/Parenting StudentsMarried/Pregnant/Parenting Students

Policy 4119.11/4219.11/4319.11: Sex Discrimination and Sex-Based Harassment

Status: ADOPTED

Original Adopted Date: 02/09/2005 | **Last Revised Date:** 04/14/2021 | **Last Reviewed Date:** 04/14/2021

The following policy shall apply to all district employees, interns, volunteers, contractors, job applicants, and other persons with an employment relationship with the district.

The ~~Governing~~ Board is committed to providing a safe work environment that is free of discrimination, harassment, and intimidation. The Board prohibits ~~sexual~~sex discrimination, including sex-based harassment, ~~as defined in the accompanying administrative regulation, in district programs and activities by and~~ against district employees ~~and~~.

Additionally, the Board prohibits retaliatory behavior or action against any person who complains, or testifies about conduct that reasonably may constitute sex discrimination, including sex-based harassment, reports such conduct, or otherwise participates or refuses to participate in the complaint process established for the purpose of this policy.

~~Sexual harassment includes, but is not limited to, harassment that is based on the sex, gender, gender identity, gender expression, or sexual orientation of the victim and harassment based on pregnancy, childbirth, or related medical conditions. (Education Code 220.1; 34 CFR 106.71)~~

The Superintendent or designee shall take all actions necessary to ensure the prevention, investigation, and correction of ~~sexual~~sex discrimination and sex-based harassment, including but not limited to:

1. Providing training to employees in accordance with law and administrative regulation
2. Publicizing and disseminating the district's ~~sexual~~sex discrimination and sex-based harassment policy to employees and others to whom the policy may apply
-
3. Publicizing, in accordance with 34 CFR 106.8 and as specified in Administrative Regulation 4030 - Nondiscrimination in Employment, a Title IX notice of nondiscrimination to employees, applicants for employment, and bargaining units
-
4. Ensuring prompt, thorough, fair, and equitable investigation of complaints through the appropriate state and/or federal procedures
5. Taking timely and appropriate corrective/remedial action(s), which may require interim separation of the complainant and the alleged harasser and subsequent monitoring of developments

Sexual Harassment ~~The Superintendent or designee shall periodically evaluate the effectiveness of the district's strategies to prevent and address sex discrimination and sex-based harassment. Such evaluation may involve conducting regular anonymous employee surveys to assess whether sex discrimination and/or sex-based harassment is occurring or is perceived to be tolerated, partnering with researchers or other agencies with the needed expertise to evaluate the district's prevention strategies, and using any other effective tool for receiving feedback on systems and/or processes. As necessary, changes shall be made to harassment policy(ies), complaint procedures, or training, as appropriate and in accordance with law.~~

Reports and Complaints

~~District employees-~~

~~Any district employee who feel that they have been sexually harassed in the performance of their district responsibilities or who have has experienced sex discrimination or sex-based harassment in the district's education program or activity may file a complaint with the district's Title IX Coordinator. (34 CFR 106.2, 106.44)~~

~~Any employee with knowledge of any incident of sexual conduct that reasonably may constitute sex discrimination or sex-based harassment by or against another employee shall immediately report the incident to their direct supervisor, a district administrator, or the district's Title IX Coordinator. Employees may bypass their supervisor in filing employee, a complaint if the supervisor is the subject of the complaint. A supervisor or administrator who receives student, or a harassment complaint shall promptly third party in a district education program or activity shall notify the Title IX Coordinator.~~

~~within one workday. An employee may be subject to discipline for failure to timely report such conduct. (34 CFR 106.44)~~

~~Once notified, the Title IX Coordinator shall ensure the complaint or allegation is addressed through AR Administrative Regulation 4119.12/4219.12/4319.12 - Title IX SexualSex Discrimination and Sex-Based Harassment Complaint Procedures or AR 4030 – Nondiscrimination in Employment, as applicable. Because a complaint or allegation that is dismissed or denied under the~~

~~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 4119.12/4219.12/4319.12 concurrently meets the requirements of AR 4030.~~

~~The title IX Coordinator shall offer and coordinate supportive measures to be provided to the complainant and, if the district has begun grievance procedures or offered an informal resolution process to the respondent, offer and coordinate supportive measures to be provided to the respondent as deemed appropriate under the circumstances. (34 CFR 106.44)~~

Upon investigation of a ~~sexual~~sex discrimination or sex-based harassment complaint, any district employee found to have engaged or participated in ~~sexual~~sex discrimination or sex-based harassment or to have aided, abetted, incited, compelled, or coerced another to commit ~~sexual~~sex

[discrimination or sex-based](#) harassment in violation of this policy shall be subject to disciplinary action, up to and including dismissal, in accordance with law and the applicable collective bargaining agreement.

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	Description
2 CCR 11006-11086	Discrimination in employment
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2 CCR 11021	Discrimination in employment - retaliation
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Ed. Code 220.1	Prohibition of retaliation related to educational equity
Ed. Code 220.3	Prohibition of disclosure of information related to student's sexual orientation, gender identity, or gender expression
Ed. Code 220.5	Prohibition of policies requiring disclosure of information related to student's sexual orientation, gender identity, or gender expression
Gov. Code 12900-12996	Fair Employment and Housing Act
Gov. Code 12940	Unlawful discriminatory employment practices
Gov. Code 12950	Sexual harassment
Gov. Code 12950.1	Sexual harassment training
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Lab. Code 1102.1	Discrimination: sexual orientation
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Court Decision	Meritor Savings Bank, FSB v. Vinson et al. (1986) 447 U.S. 57
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Federal Register	Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, April 29, 2024, Vol. 89, No. 83, pages 33474-33896
U.S. Equal Employment Opportunity Com. Publication	Promising Practices for Preventing Harassment, November 2017
Website	CSBA District and County Office of Education Legal Services
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Website	California Civil Rights Department
Website	U.S. Department of Education, Office for Civil Rights
Website	Equal Employment Opportunity Commission

Cross References

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0450	Comprehensive Safety Plan Comprehensive Safety Plan
1312.3	Uniform Complaint Procedures Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures

<u>1313</u>	<u>Civility</u>
3530	<u>Risk Management/Insurance</u>
3530	<u>Risk Management/Insurance</u>
3600	<u>Consultants</u>
3600	<u>Consultants</u>
4030	<u>Nondiscrimination In Employment</u>
4030	<u>Nondiscrimination In Employment</u>
4033	<u>Lactation Accommodation</u>
4040	<u>Employee Use Of Technology</u>
4040	<u>Employee Use Of Technology</u>
4040-E-PDF(1)	<u>Employee Use Of Technology – Employee Technology Acceptable Use Policy</u>
4112.9	<u>Employee Notifications</u>
4112.9-E(1)	<u>Employee Notifications</u>
4117.7	<u>Employment Status Reports</u>
4118	<u>Dismissal/Suspension/Disciplinary Action</u>
4118	<u>Dismissal/Suspension/Disciplinary Action</u>
4119. 2112	<u>Professional Standards Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures</u>
4119. 2112 -E-PDF(1)	<u>Professional Standards Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures</u>
4119. 2221	<u>Dress And Grooming Professional Standards</u>
<u>4119.21-E(1)</u>	<u>Professional Standards</u>
4119.22	<u>Dress And Grooming</u>
4131	<u>Staff Development</u>
4144	<u>Complaints</u>
4144	<u>Complaints</u>
4212.9	<u>Employee Notifications</u>
4212.9-E(1)	<u>Employee Notifications</u>

<u>4218.1</u>	<u>Dismissal/Suspension/Disciplinary Action (Merit System)</u>
4219. 21 <u>12</u>	<u>Professional Standards</u> <u>Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures</u>
4219. 21 <u>12</u> -E-PDF(1)	<u>Professional Standards</u> <u>Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures</u>
4219. 22 <u>21</u>	<u>Dress And Grooming</u> <u>Professional Standards</u>
<u>4219.21-E(1)</u>	<u>Professional Standards</u>
4219.22	<u>Dress And Grooming</u> <u>Dress And Grooming</u>
4231	<u>Staff Development</u> <u>Staff Development</u>
4244	<u>Complaints</u> <u>Complaints</u>
4244	<u>Complaints</u> <u>Complaints</u>
4300	<u>Administrative And Supervisory Personnel</u> <u>Administrative And Supervisory Personnel</u>
4300	<u>Administrative And Supervisory Personnel</u> <u>Administrative And Supervisory Personnel</u>
4312.9	<u>Employee Notifications</u> <u>Employee Notifications</u>
4312.9-E(1)	<u>Employee Notifications</u> <u>Employee Notifications</u>
4317.7	<u>Employment Status Reports</u> <u>Employment Status Reports</u>
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4319. 21 <u>12</u> -E-PDF(1)	<u>Professional Standards</u> <u>Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures</u>
4319. 22 <u>21</u>	<u>Dress And Grooming</u> <u>Professional Standards</u>
<u>4319.21-E(1)</u>	<u>Professional Standards</u>
4319.22	<u>Dress And Grooming</u> <u>Dress And Grooming</u>
4344	<u>Complaints</u> <u>Complaints</u>
4344	<u>Complaints</u> <u>Complaints</u>
5145.3	<u>Nondiscrimination/Harassment</u> <u>Nondiscrimination/Harassment</u>
5145.3	<u>Nondiscrimination/Harassment</u> <u>Nondiscrimination/Harassment</u>
5145.7	<u>Sex Discrimination and Sex-Based Harassment</u> <u>Sex Discrimination and Sex-Based Harassment</u>
5145.7	<u>Sex Discrimination and Sex-Based Harassment</u> <u>Sex Discrimination and Sex-Based Harassment</u>

5145.71

~~[Title IX Sex Discrimination and Sex-Based Harassment
Complaint Procedures](#)~~
~~[Title IX Sex Discrimination and Sex-
Based Harassment Complaint Procedures](#)~~

5145.71-E-PDF(1)

~~[Title IX Sex Discrimination and Sex-Based Harassment
Complaint Procedures](#)~~
~~[Title IX Sex Discrimination and Sex-
Based Harassment Complaint Procedures](#)~~

5146

~~[Married/Pregnant/Parenting
Students](#)~~
~~[Married/Pregnant/Parenting Students](#)~~

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy Gabler

FROM: Jaime Martinez

DATE: 9/16/24

FOR: Board Meeting
 Superintendent's Cabinet

FOR: Information
 Action

Date you wish to have your item considered: 9/26/24

ITEM: Consider for approval NEW Administrative Regulation and Exhibit:
 4119.12/4219.12/4319.12 - Title IX Sex Discrimination and Sex-Based
 Harassment Complaint Procedures

PURPOSE: Regulation updated to reflect NEW FEDERAL REGULATIONS (89 Fed. Reg. 33474) which make extensive and significant changes to the title IX grievance procedures including that they (1) require a district with knowledge of alleged conduct, which occurs in a district program or activity on or after August 1, 2024, that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, to follow Title IX grievance procedures when investigating and resolving a complaint based on the alleged conduct, (2) require district's to follow "basic requirements" when implementing the Title IX grievance procedures, (3) modify the definition of a "complaint" and who may bring a complaint, (4) modify the Title IX Coordinator's responsibilities related to the initiation of a complaint when the alleged victim chooses to not bring a complaint, (5) modify the requirements related to the offering and coordination of supportive measures, (6) expand the requirements related to the dismissal of complaints, including the appeal of dismissals, (7) expand the requirements related to the informal resolution process, (8) amend requirements related to notice of allegations when a formal investigation is initiated by the district, (9) expand requirements related to the investigation procedures, (10) modify requirements related to the written decision, (11) alter the process for the appeal of the decision, (12) provide for extension of timelines, and (13) amend requirements for remedies, disciplinary actions, and record-keeping. Additionally, regulation updated to delete material defining sex-based harassment as the definitions for sex discrimination and sex-based harassment are contained within Administrative Regulation 4119.11 – Sex Discrimination and Sex-Based Harassment, and to delete material in regard to

reporting of sex-based harassment as such material is contained within other related policies. Regulation also updated to add a section on Consolidation of Complaints, and material related to record-keeping requirements for complaints containing allegations of childhood sexual assault.

FISCAL IMPACT: None

RECOMMENDATIONS: Approve.

Regulation 4119.12/4219.12/4319.12: Title IX Sex Discrimination and Sex- Status: ADOPTED Based Harassment Complaint Procedures

Original Adopted Date: 09/11/2024 | Last Revised Date: 09/11/2024 | Last Reviewed Date: 09/11/2024

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 district employee, while in an education program or activity, was subjected to conduct on or after August 1, 2024, including, but not limited to, conduct that is under the authority of the district, that constitutes sex discrimination, including sex-based harassment. For conduct that occurred prior to this date, the district should utilize its policies in place at the time the alleged sex discrimination, including sex-based harassment, occurred, so long as they are in accordance with the applicable statutes and regulations.

Sex discrimination and sex-based harassment include, but are not limited to, sex-based conduct as specified in Administrative Regulation 4119.11/4219.11/4319.11 - Sex Discrimination and Sex-Based Harassment.

Basic Requirements

When implementing Title IX grievance procedures, the district shall: (34 CFR 106.45)

1. Treat complainants and respondents equitably
-
2. Ensure that the Title IX Coordinator or designee, investigator, or decisionmaker not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent

The investigator and the decisionmaker may be the same person as the Title IX Coordinator or designee.

3. Presume that the respondent is not responsible for the alleged sex discrimination, including sex-based harassment, until a determination is made at the conclusion of the grievance procedures
-
4. Establish reasonably prompt timeframes for the major stages of the grievance procedures, such as evaluation of whether to dismiss or investigate a complaint, investigation, decision, and appeals if any
-
5. Establish a process that allows for the reasonable extension of timeframes on a case-by-case basis for good cause with notice to the parties that includes the reason for the delay

Additionally, the district shall not disclose personally identifiable information obtained while implementing Title IX complaint procedures unless the district has obtained prior written consent

from a person with the legal right to consent to the disclosure; the information is disclosed to a parent/guardian or other authorized legal representative with the legal right to receive disclosures on behalf of the person whose personally identifiable information is at issue; to take action to address conduct that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, in the district's education program or activity; as required by federal law, regulations, or as a condition to a federal award; as required by state or local law; or to the extent such disclosures are not otherwise in conflict with Title IX. (34 CFR 106.44)

If the respondent is a student with a disability, the Title IX Coordinator or designee shall consult with one or more members, as appropriate, of the student's individualized education program or 504 team, to determine how to comply with the requirements of the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973.

Filing a Complaint

Upon receiving information of an allegation of sex discrimination, including sex-based harassment, the Title IX Coordinator or designee shall notify the individual(s) specified in law of the Title IX grievance procedures, and of the informal resolution process, if available and appropriate.

A *complaint* is an oral or written request that can objectively be understood by the Title IX Coordinator or designee as a request for the district to investigate and make a determination about alleged sex discrimination, including sex-based harassment. (34 CFR 106.2)

Complaints of sex discrimination and sex-based harassment may only be brought by an employee, or former employee, who was participating or attempting to participate in the district's education program or activity at the time of the alleged sex-based harassment, or the Title IX Coordinator or designee. (34 CFR 106.45)

If the alleged victim chooses not to bring a complaint, or withdraws any or all of the allegations in a complaint, and in the absence or termination of an informal resolution process, the Title IX Coordinator or designee shall consider whether to initiate a complaint. To do so, the Title IX Coordinator or designee shall first consider the following factors: (34 CFR 106.44)

1. The victim's request not to proceed with initiation of a complaint
-
2. The victim's reasonable safety concerns regarding initiation of a complaint
-
3. The risk that additional acts of sex discrimination, including sex-based harassment, would occur if a complaint is not initiated
-
4. The severity of the alleged sex discrimination or sex-based harassment, including whether the discrimination, if established, would require the removal of a respondent from campus or imposition of another disciplinary sanction to end the discrimination and prevent its recurrence
-
5. The age and relationship of the parties, including whether the respondent is an employee of the district
-

6. The scope of the alleged sex discrimination, including information suggesting a pattern; ongoing sex discrimination, including sex-based harassment; or sex discrimination, including sex-based harassment, alleged to have impacted multiple individuals
-
7. The availability of evidence to assist a decisionmaker in determining whether sex discrimination, including sex-based harassment, occurred
-
8. Whether the district could end the alleged sex discrimination, including sex-based harassment, and prevent its recurrence without initiating the Title IX grievance procedures

If, after considering these factors, the Title IX Coordinator determines that the alleged conduct presents an imminent and serious threat to the health and safety of the complainant or another person, or that the conduct as alleged prevents the district from ensuring equal access to a district program or activity on the basis of sex, the Title IX Coordinator may initiate a complaint.

If the Title IX Coordinator initiates a complaint, the Title IX Coordinator shall provide the alleged victim notice of the complaint as well as other notices as required by the Title IX regulations at specific points in the complaint process. The Title IX Coordinator shall also address reasonable concerns about the victim's safety or the safety of others, including providing supportive measures as described in "Supportive Measures" below, and taking other appropriate prompt and effective steps to ensure that sex discrimination, including sex-based harassment, does not continue or recur within the district. (34 CFR 106.44)

The Title IX Coordinator or designee, investigator, decisionmaker, other person who is responsible for implementing the district's grievance procedures or have the authority to modify or terminate supportive measures, 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 106.8. (34 CFR 106.44)

In order to ensure that employees are not barred from reporting information about conduct that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, the Title IX Coordinator shall monitor the district for barriers to reporting and take steps reasonably calculated to address such barriers. (34 CFR 106.44, 106.45)

Supportive Measures

Upon receipt of a report of Title IX sex discrimination or sex-based harassment, the Title IX Coordinator or designee shall offer and coordinate supportive measures. Supportive measures may vary depending on what the district determines to be reasonably available and shall not unreasonably burden either the complainant or respondent. Supportive measures shall be provided without charging a fee to the complainant or respondent and be designed to protect the safety of the complainant, respondent, and the district's educational environment, and to provide support during any grievance procedures implemented as specified in 34 CFR 106.45 or informal resolution process as specified in 34 CFR 106.44. The district shall not impose such measures for punitive or disciplinary reasons. Supportive measures may include, but are not limited to, counseling; extensions of deadlines and other course- or work-related adjustment; changes in

class, work, housing, or extracurricular or any other activity regardless of whether there is a comparable alternative; campus escort services; modifications of class or work schedules; mutual restrictions on contact; changes in class or work locations; leaves of absence; increased security; monitoring of certain areas of the campus; and, training and education programs related to sex-based harassment. (34 CFR 106.2, 106.44)

Unless there is an allegation of sex-based harassment or retaliation, the district may provide supportive measures without altering the alleged discriminatory conduct. (34 CFR 106.44)

Upon the conclusion of any grievance procedures implemented as specified in 34 CFR 106.45 or informal resolution process as specified in 34 CFR 106.44, the district may continue with the supportive measures, or modify or terminate such measures, as appropriate. (34 CFR 106.44)

The district shall provide a complainant or respondent for whom supportive measures have been implemented with a timely opportunity to seek, from an impartial employee with authority to modify or reverse the supportive measures, modification or reversal of the district's decision to provide, deny, modify, or terminate such measures, and to seek additional modification or termination of the supportive measures if circumstances materially change. (34 CFR 106.44)

The district shall not disclose information about supportive measures to any person other than the person to whom they apply, including informing one party of supportive measures provided to another party, unless the disclosure is necessary to providing the supportive measures, or restoring or preserving a party's access to the district's education program or activity. (34 CFR 106.44)

Emergency Removal

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)

If the respondent is a student, the district may, on an emergency basis, remove the 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 imminent and serious threat to the health or safety of a complainant or any student, employee, or other individual arising from the allegations, and provides the respondent 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 IDEA or Section 504 of the Rehabilitation Act of 1973. (34 CFR 106.44)

Dismissal of Complaint

The Title IX Coordinator or designee may dismiss a complaint if: (34 CFR 106.45)

1. The district is unable to identify the respondent after taking reasonable steps to do so
-
2. The respondent is not participating in the district's education program or activity and is not employed by the district
-

3. The district determines that the conduct alleged in the complaint, even if proven, would not constitute sex discrimination, including sex-based harassment, under Title IX

Before dismissing the complaint, the Title IX Coordinator shall make reasonable efforts to clarify the allegations with the complainant.

-
4. The complainant voluntarily withdraws any or all of the allegations in the complaint, the Title IX Coordinator declines to initiate a complaint, and the Title IX Coordinator determines that, without the complainant's withdrawn allegations, the conduct that remains alleged in the complaint, if any, would not constitute sex discrimination, including sex-based harassment, under Title IX, even if proven

The Title IX Coordinator shall determine whether to dismiss or investigate any complaint of sex discrimination, including sex-based harassment, within 10 days, unless such timeline is extended in accordance with this administrative regulation.

Upon dismissal, the Title IX Coordinator shall promptly notify the complainant of the dismissal and the reasons for the dismissal. Additionally, if the dismissal occurs after the respondent has been notified of the allegations, the Title IX Coordinator shall provide such notification to the respondent, which shall occur simultaneously to both parties if the notification is in writing. The Title IX Coordinator shall also inform the complainant, and the respondent if the dismissal occurs after the respondent has been notified of the allegations, of their right to appeal. Dismissals may be appealed on the following bases: (34 CFR 106.45)

1. A procedural irregularity that would change the outcome
-
2. New evidence that would change the outcome and that was not reasonably available when the dismissal was made
-
3. The Title IX Coordinator, investigator, or decisionmaker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that would change the outcome

If the dismissal is appealed, the district shall: (34 CFR 106.45)

1. Notify the parties of any appeal, including notice of the allegations, if notice was not previously provided to the respondent
-
2. Implement appeal procedures equally for the parties
-
3. Ensure that the decisionmaker for the appeal did not take part in an investigation of the allegations or dismissal of the complaint
-
4. Ensure that the decisionmaker for the appeal has been trained consistent with the Title IX regulations
-
5. Provide the parties a reasonable and equal opportunity to make a statement in support of, or challenging, the outcome
-

6. Notify the parties of the result of the appeal and the rationale for the result

If a complaint is dismissed, the Title IX Coordinator or designee shall offer supportive measures as described above in "Supportive Measures" to the complainant. Additionally, the respondent shall be offered supportive measures if the complaint was dismissed because the complainant voluntarily withdrew any or all of the allegations in the complaint and the district determined that without the withdrawn allegations the conduct, even if proven, would not constitute sex discrimination, including sex-based harassment, under Title IX, or if the complaint was dismissed because the district determined, after taking reasonable efforts to clarify the allegations of the complaint, that the alleged conduct would not constitute sex discrimination, including sex-based harassment, even if proven. The Title IX Coordinator shall also take other appropriate prompt and effective steps to ensure that sex discrimination, including sex-based harassment, does not continue or recur within the district's education program or activity. (34 CFR 106.45)

If a complaint is dismissed, the conduct may still be addressed pursuant to Administrative Regulation 4030 - Nondiscrimination in Employment as applicable.

Informal Resolution Process

At any time prior to determining whether sex discrimination, including sex-based harassment, occurred under the complaint procedures specified in 34 CFR 106.45, the district may offer, if it is determined to be appropriate upon receiving information about conduct that reasonably may constitute sex discrimination under Title IX or when a complaint of sex discrimination is made, an informal resolution process, such as mediation, to the complainant and respondent. However, the district shall not offer an informal resolution process if the complaint alleges that an employee engaged in sex-based harassment of an elementary or secondary school student or that such process would conflict with federal, state, or local law. (34 CFR 106.44)

The district shall not require or pressure a party to participate in the informal resolution process, or to waive the right to an investigation and determination of a complaint as a condition of employment or continuing employment, or exercise of any other right. The district may decline to offer an informal resolution process including, but not limited to, when the district determines that the alleged conduct would present a future risk of harm to others. (34 CFR 106.44)

The district may facilitate an informal resolution process provided that the district, prior to initiating such process: (34 CFR 106.44)

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; the inability to initiate or resume complaint procedures arising from the same allegations once the informal resolution process is concluded; the potential terms that may be requested or offered in an informal resolution agreement, including that the agreement would only be binding on the parties; and the information that the district will maintain and whether and how the district could disclose such information for use in Title IX grievance procedures if such procedures are initiated or resumed
-
2. Obtains the parties' voluntary consent to the informal resolution process

The Title IX Coordinator or designee shall ensure that the facilitator of the informal resolution process is not the same person as the investigator or decisionmaker of any ongoing or newly initiated complaint process specified in 34 CFR 106.45, does not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent, and receives training in accordance with 34 CFR 106.8. (34 CFR 106.44)

If the district facilitates an informal resolution process, the Title IX Coordinator shall, to the extent necessary, take other appropriate prompt and effective steps to ensure that sex discrimination, including sex-based harassment, does not continue or recur within the district' education program or activity. (34 CFR 106.45)

Notice of Allegations

If the district initiates a formal Title IX investigation, the Title IX Coordinator or designee 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. Sufficient information, available at the time, to allow the parties to respond to the allegations, including, to the extent available, the identity of parties involved in the incident(s), the conduct allegedly constituting sex discrimination, including sex-based harassment, and the date(s) and location(s) of the alleged incident. 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 retaliation is prohibited
-
4. A statement that the parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence or an accurate description of such evidence, as specified

The above notice may also include the name of the investigator, facilitator of an informal process, and decisionmaker 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 or designee.

Consolidation of Complaints

The district may consolidate complaints of sex discrimination, including sex-based harassment, against more than one respondent; by more than one complainant against one or more respondents; or by one party against another party, when the allegations of sex discrimination, including sex-based harassment, arise out of the same facts or circumstances. (34 CFR 106.45)

Investigation Procedures

The district shall provide for adequate, reliable, and impartial investigation of complaints. (34 CFR 106.45)

During the investigation process, the district's designated investigator shall: (34 CFR 106.45)

1. Provide an equal opportunity for the parties to present fact witnesses and other inculpatory and exculpatory evidence that is relevant and not otherwise impermissible
-
2. Review all evidence gathered through the investigation and determine which evidence is relevant and which evidence is impermissible regardless of relevance
-
3. Provide each party with an equal opportunity to access evidence that is relevant, and not otherwise impermissible, to the allegations of sex discrimination, including sex-based harassment, by:
 -
 - a. Providing an equal opportunity to access either the relevant and not otherwise impermissible evidence or an accurate description of such evidence

If an accurate description is provided, the district shall, upon request of any party, provide the parties with an equal opportunity to access the relevant and permissible evidence.
 -
 - b. Providing a reasonable opportunity to respond to the evidence or to the accurate description of the evidence
 -
 - c. Taking reasonable steps to prevent and address the parties' unauthorized disclosure of information and evidence obtained solely through the grievance procedures
 -
4. Take reasonable steps to protect the privacy of parties and witnesses which do not restrict the ability of the parties to obtain and present evidence, including, by speaking to witnesses; consulting with family members, confidential resources, or advisors; or otherwise preparing for or participating in the grievance procedures
-
5. Objectively evaluate all evidence that is relevant and not otherwise impermissible, including both inculpatory and exculpatory evidence, including that credibility determinations will not be based on a person's status as complainant, respondent, or witness
-
6. Exclude as impermissible the following types of evidence, and questions seeking that evidence:
 -
 - a. Evidence that is protected under a privilege recognized by state or federal law or evidence that is provided to a confidential employee, unless the person to whom the privilege or confidentiality is owed has voluntarily waived the privilege
 -
 - b. A party's or witness's records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the party or witness, unless the district obtains

that party's or witness's voluntary, written consent for use in its grievance procedures

Evidence that relates to the complainant's sexual interests or prior sexual conduct, unless evidence about the complainant's prior sexual conduct is offered to prove that someone other than the respondent committed the alleged conduct or is evidence about specific incidents of the complainant's prior sexual conduct with the respondent that is offered to prove consent to the alleged sex-based harassment.

The fact of prior consensual sexual conduct between the complainant and respondent does not by itself demonstrate or imply the complainant's consent to the alleged sex-based harassment or preclude determination that sex-based harassment occurred.

The district shall ensure that the decisionmaker is able to question parties and witnesses adequately to assess a party's or witness's credibility to the extent credibility is both in dispute and relevant to evaluating one or more allegations of sex-based harassment. (34 CFR 106.45)

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.

The investigator shall complete the investigation within 10 days after the Title IX Coordinator determines to proceed with an investigation, unless such timeline is extended in accordance with this administrative regulation.

Written Decision

The Superintendent shall designate an employee as the decisionmaker to determine responsibility for the alleged conduct, who may be the Title IX Coordinator or designee or the investigator so long as there is no conflict of interest or bias. (34 CFR 106.45)

Following an investigation and evaluation of all relevant and not otherwise impermissible evidence, the district shall: (34 CFR 106.45)

1. Use the preponderance of the evidence standard of proof to determine whether sex discrimination, including sex-based harassment, has occurred
2. Notify the parties in writing of the determination of whether sex discrimination, including sex-based harassment, occurred

The notification shall include the rationale for such determination and the procedures and permissible bases for the complainant and respondent to appeal, if applicable.

The written decision shall be issued within 10 days after the investigation is completed, unless such time is extended in accordance with this administrative regulation.

Appeal of the Decision

Either party may appeal the district's decision of a complaint or any allegation in the complaint. (34 CFR 106.45)

When conducting an appeal, the district shall follow the appeal process as specified in Administrative Regulation 4030 - Nondiscrimination in Employment.

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.

Extension of Timelines

Any timelines specified in this administrative regulation may be extended by the district for good cause, with written notice to the parties. The written notice shall specify the reasons for the extension. (34 CFR 106.45)

Remedies

When there is a determination that sex discrimination, including sex-based harassment, has occurred, the Title IX Coordinator shall coordinate the provision and implementation of remedies to the complainant and other persons the district identifies as having had equal access to the district's education program or activity limited or denied by sex discrimination, including sex-based harassment; coordinate the imposition of any disciplinary sanctions on a respondent as described in "Disciplinary Actions" below, including notification to the complainant of any such disciplinary sanctions; and take other appropriate prompt and effective steps to ensure that sex discrimination, including sex-based harassment, does not continue or recur within the district's education program or activity. (34 CFR 106.45)

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, 106.45)

When an employee is found to have committed sex discrimination, including sex-based harassment, or retaliation, the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

The district shall not discipline a party, witness, or others participating in the grievance procedures for making a false statement or for engaging in consensual sexual conduct based solely on the district's determination of whether sex discrimination, including sex-based harassment, occurred. (34 CFR 106.45)

Record-Keeping

The Superintendent or designee shall maintain, for at least a period of seven years: (34 CFR 106.45)

1. For each complaint of sex discrimination, including sex-based harassment, records documenting any informal resolution process or formal investigation procedures
-
2. For each notification the Title IX Coordinator or designee receives of information about conduct that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, records documenting the actions taken to fulfill the district's obligations as specified in 34 CFR 106.44, including supportive measures offered and implemented
-
3. All materials used to train district employees; the Title IX Coordinator and designee(s); investigator(s), decisionmaker(s), and other person(s) who are responsible for implementing the district's grievance procedures or have the authority to modify or terminate supportive measures; and any person who facilitates an informal resolution process

The district shall make such training materials available upon request by members of the public.

For complaints containing allegations of childhood sexual assault, the Superintendent or designee shall also indefinitely maintain the following: (Code of Civil Procedure 340.1):

1. A record of the allegation(s)
-
2. A record of the investigation procedures followed
-
3. A record of the written determination
-
4. A record of the corrective action implemented, if any
-
5. A record of any appeals and the outcome of the same
-
6. All training materials addressing the prohibition and investigation of childhood sexual assault

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	Description
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
Civ. Code 1714.1	Liability of parent or guardian for act of willful misconduct by a minor

Civ. Code 51.9	Liability for sexual harassment; business, service and professional relationships
Ed. Code 200-270	Prohibition of discrimination
Ed. Code 48900	Grounds for suspension or expulsion
Ed. Code 48900.2	Additional grounds for suspension or expulsion; sexual harassment
Ed. Code 48985	Notices to parents in language other than English
Gov. Code 12950.1	Sexual harassment training
Federal	Description
20 USC 1092	Definition of sexual assault
20 USC 1221	Application of laws
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
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	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
U.S. DOJ, FBI Publication	National Incident-Based Reporting System
Management Resources	Description
Court Decision	Reese v. Jefferson School District (2000, 9th Cir.) 208 F.3d 736
Court Decision	Davis v. Monroe County Board of Education (1999) 526 U.S. 629
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	Doe v. Petaluma City School District (1995, 9th Cir.) 54 F.3d 1447
Court Decision	Donovan v. Poway Unified School District (2008) 167 Cal.App.4th 567
Court Decision	Flores v. Morgan Hill Unified School District (2003, 9th Cir.) 324 F.3d 1130

Federal Register	Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, April 29, 2024, Vol. 89, No. 83, pages 33474-33896
Website	U.S. Department of Justice, Federal Bureau of Investigation
Website	CSBA District and County Office of Education Legal Services
Website	CSBA
Website	California Department of Education
Website	U.S. Department of Education, Office for Civil Rights

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
1313	Civility
3580	District Records
3580	District Records
3600	Consultants
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4033	Lactation Accommodation
4117.7	Employment Status Reports
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.11	Sex Discrimination and Sex-Based Harassment
4119.11	Sex Discrimination and Sex-Based Harassment
4131	Staff Development
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
4219.11	Sex Discrimination and Sex-Based Harassment

4219.11	Sex Discrimination and Sex-Based Harassment
4317.7	Employment Status Reports
4319.11	Sex Discrimination and Sex-Based Harassment
4319.11	Sex Discrimination and Sex-Based Harassment
5145.7	Sex Discrimination and Sex-Based Harassment
5145.7	Sex Discrimination and Sex-Based Harassment

Exhibit 4119.12-E(1): Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures**Status:** ADOPTED**Original Adopted Date:** 9/11/2024 | **Last Revised Date:** | **Last Reviewed Date:** 07/01/2024**NOTICE OF TITLE IX NONDISCRIMINATION**

The Code of Federal Regulations, Title 34, Section 106.8 requires the district to issue the following notification to employees, job applicants, and employee organizations:

The district does not discriminate on the basis of sex and prohibits sex discrimination, including sex-based harassment, 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 employee for filing a complaint or exercising any right granted under Title IX.

The district is required, as specified in Title IX, to take prompt and equitable 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.

The district has designated and authorized the following employee(s) as the district's Title IX Coordinator, to address concerns or inquiries regarding discrimination on the basis of sex, including sex-based harassment:

Jaime Martinez (employee complaints)
Assistant Superintendent of Human Resources
714 N. White St.
Hanford, CA 93230
(559) 585-3609
jmartinez@hanfordesd.org

Jason Strickland (student complaints)
Assistant Superintendent of Student Services
714 N. White St.
Hanford, CA 93230
(559) 585-3642
jstrickland@hanfordesd.org

Any individual may report sex discrimination, including sex-based 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 sex discrimination, including sex-based 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 sex discrimination, including sex-based harassment, including the grievance process that complies with 34 CFR 106.45, please see Board Policy/Administrative Regulation 4119.11/4219.11/4319.11 - Sex Discrimination and Sex-Based Harassment, and Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures on the district's website at www.hanfordesd.org

To inspect or obtain a copy of the district's sex discrimination and sex-based harassment policies and administrative regulations, please contact: (559) 585-3609.

Materials used to train employees; the Title IX Coordinator; investigator(s), decisionmaker(s), and other person(s) who are responsible for implementing the district's grievance procedures or have the authority to modify or terminate supportive measures; and any person(s) who facilitates an informal resolution process, are available at the district office upon request.

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5145.7	Sex Discrimination and Sex-Based Harassment

HANFORD ELEMENTARY SCHOOL DISTRICT
Human Resources Department
AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Jaime Martinez

DATE: September 16, 2024

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

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **September 25, 2024**

ITEM: Consider approval of personnel transactions and related matters.

PURPOSE:

a. Employment

Classified

- Lea Cano, READY Program Tutor – 4.5 hrs., King, effective 09/10/24
- Austin Lourenco, Delivery Worker: Mail & Materials – 8.0 hrs., Warehouse, effective 09/05/24
- Angelina Ricciuti, Special Education Aide – 5.0 hrs., Roosevelt, effective 09/16/24
- Priscilla Ruvalcaba, Yard Supervisor – 2.75 hrs., Simas, effective 09/03/24
- Janette Saldaña, Food Service Worker I – 3.0 hrs., Lincoln, effective 09/09/24
- Yolanda Solorio Lopez, Yard Supervisor – 2.75 hrs., Lincoln, effective 09/03/24
- Lori Urrutia, Alternative Education Program Aide – 5.5 hrs., Community Day School, effective 09/03/24

Classified Temps/Subs

- Kubani Brown, Athletic Coach, effective 09/04/24
- Roy Ramirez, Athletic Coach, effective 09/10/24
- Christopher Smith, Athletic Coach, effective 09/09/24
- Gloria Valtierra, Substitute READY Program Tutor, effective 09/10/24

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

- Michelle Banuelos, 6-8th Girls Volleyball, Jefferson, effective 08/26/24-10/11/24
- Mariah Benitez, 4-6th Girls Softball, Hamilton, effective 09/03/24-11/07/24
- Luis Botello, 7th Boys Football, Kennedy, effective 08/26/24-11/04/24
- Kubani Brown, 4-6th Boys Football, Roosevelt, effective 09/04/24-11/07/24
- Jesus Cantu, 4-6th Boys Football, Monroe, effective 09/03/24-11/07/24
- Rachel Castellanos, 4-6th Girls Softball, Roosevelt, effective 09/03/24-11/07/24
- Isabelle Madera, 4-6th Girls Softball, Lincoln, effective 09/03/24-11/07/24
- Michael Quiñones, 4-6th Girls Softball, Washington, effective 09/03/24-11/07/24
- Roy Ramirez, 4-6th Boys Football, Hamilton, effective 09/10/24-11/07/24
- Christopher Smith, 4-6th Boys Football, King, effective 09/09/24-11/07/24

Lateral Change/ More Hours

- Ariana Antonio, from Educational Tutor, K-8 – 4.5 hrs., King, to Paraprofessional (TK/K) – 7.0 hrs., Roosevelt, effective 09/03/24

Admin Transfer

- Ariana Trujillo, from Educational Tutor, K-8 – 4.5 hrs., Lincoln, to Educational Tutor, K-8 – 4.5 hrs., King, effective 09/09/24

b. Resignations

Classified

- Roberto Martinez Mosqueda, Substitute Custodian I, effective 05/24/24
- Jessica Wagner, Account Technician II: Accounts Payable – 8.0 hrs., Fiscal Services, effective 09/09/24

Management

- Danielle Alvarez, Fiscal Services Specialist – 8.0 hrs., Fiscal Services, effective 09/30/24

Termination due to Failure to Respond to Annual Notification

- Nesreen Almntaser, Substitute READY Program Tutor, effective 06/27/24
- Loren Braga, Substitute READY Program Tutor, effective 02/16/24
- Sonja Bursiaga, Substitute READY Program Tutor, effective 02/19/24
- Jessica Castro, Substitute Bilingual Clerk Typist II, Substitute Telephone Clerk and Translator: Oral Interpreter, effective 03/22/24
- Kevin Chesser, Substitute Yard Supervisor, effective 05/25/24
- Samantha Coons, Substitute Educational Tutor, K-8, effective 01/08/24
- Dominic Izquierdo, Substitute Custodian I, effective 04/21/24
- Mirandah Maciel, Substitute Yard Supervisor, effective 04/19/24
- Christy Meza, Substitute Yard Supervisor, effective 06/07/24
- Mayra Prieto Verduzco, Substitute Yard Supervisor, effective 04/05/24

- Aysia Rodriguez, Substitute Yard Supervisor, effective 05/23/24
- Fariba Rodriguez, Substitute Bilingual Clerk Typist I and READY Program Tutor, effective 04/17/24
- Elizabeth Stengel, Substitute Yard Supervisor, effective 02/08/24
- Angelica Zavala Soto, Substitute Bilingual Clerk Typist I, Translator: Oral Interpreter, and Translator: Written Translator, effective 11/06/23

Retirements

- Barbara Chasmar, Lead Food Service Worker – 8.0 hrs., Kennedy, effective 09/27/24

c. Volunteers

Name	School
Aura Anderson (HESD Employee)	Hamilton
Aurora Hernandez	Hamilton
Lesly Lopez Soriano	Hamilton
Maria Maravilla	Hamilton
Roy Ramirez	Hamilton/Kennedy
Celina Rodela	Hamilton
Christina Gonzales (HESD Employee)	Jefferson
Jamie Gudino	Jefferson
Brent Hanke (HESD Employee)	Jefferson
Oscar Tafolla (HESD Employee)	Jefferson
Jessica Womack	Jefferson
Laurence Womack	Jefferson
Sabrina Yopez	Jefferson
Brittaney Garate	Kennedy/Simas
Isabelle Madera	Kennedy
Doreen Richwine	King
Erika Rosales	King
Cecilia Ruiz	King
Alyssa Macias	Lincoln
Krystal Reyes	Monroe/Roosevelt
Kelsey Arias	Richmond
Miranda Cantu (HESD Employee)	Richmond
Jessica Aguirre	Roosevelt
Yolanda Gomes (HESD Employee)	Roosevelt
Sarai Ordonez (HESD Employee)	Roosevelt/Kennedy
Brittany Boes	Simas
Mia Castro	Simas
Latoya Jackson-Durrah	Simas
Julia Lofy	Simas
Katrina Martinez	Simas
Bree Anna Cuevas	Wilson/Monroe
Silvia Harris	Wilson

Samuel Torres

Wilson

RECOMMENDATION: Approve.