

Hanford Elementary School District

REGULAR BOARD MEETING AGENDA

Wednesday, March 9, 2016

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# 16-15 – Wilson

Case# 16-16 – JFK

Case# 16-17 – JFK

- **Public Employment/Appointment** (GC 54957)
- **Conference with Real Property Negotiator** (*Pursuant to Government Code Section 54956.8, trustees will adjourn to Closed Session to discuss the item listed below. The items to be discussed shall be announced in accordance with Government Code Section 54954.5 and/or under Education Code provisions.*)

Property: Grangeville Boulevard and 12 Avenue

Negotiation Parties: P. Terry

OPEN SESSION

- Take action on Student Discipline

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

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

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 February 19, 2016 and February 26, 2016
- b) Approve minutes of Regular Board Meeting February 24, 2016
- c) Approve interdistrict transfers as recommended
- d) Approve donation of \$117.78 from Take Charge of Education to Lincoln
- e) Approve donation of \$57.42 from Target Take Charge of Education to Hamilton
- f) Approve donation of \$150.00 from Edison International to Simas
- g) Approve donation of \$261.95 from Target Take Charge of Education to Monroe
- h) Approve donation of \$155.00 from Target to Roosevelt
- i) Approve donation of \$250.00 from Wonderful Giving to Roosevelt

3. INFORMATION ITEMS

- a) Received for information the following revised Board Policy: (Gabler)
 - BP 6190 – Evaluation of the Instructional Program
- b) Received for information the following revised Board Policy and Administrative Regulation: (Endo)
 - BP/AR 3270 – Sale and Disposal of Books, Equipment and Supplies
- c) Received for information the following revised Administrative Regulation: (Endo)
 - AR 3512 – Equipment
- d) Receive for information the following revised Exhibit: (Endo)
 - E 3553 – Free and Reduced Price Meals
- e) Received for information the following revised Administrative Regulation: (Martinez)
 - AR 4119.11 – Sexual Harassment
- f) Received for information the following revised Administrative Regulation: (Martinez)
 - AR 4161.11 – Industrial Accident/Illness Leave

6:20 p.m. **PUBLIC HEARING: Extended School Year Waiver Request** (McConnell)

4. BOARD POLICIES AND ADMINISTRATION

- a) Consider approval of the application for Extended School Year Waiver for Special Education (McConnell)
- b) Consider approval of the following revised Board Policy and Administrative Regulation: (McConnell)
 - BP/AR 5141.31 – Immunizations
- c) Consider approval of the following revised Board Policy and Administrative Regulation: (Terry)
 - BP/AR 1312.3 – Uniform Complaint Procedures
- d) Consider approval of the following revised Board Bylaw: (Terry)
 - BB 9100 – Organization
- e) Consider approval of the following revised Administrative Regulation: (Martinez)
 - AR 4112.23 – Special Education Staff

- f) Consider approval of the following revised Administrative Regulation: (Simas)
 - AR 5112.2 – Exclusions from Attendance
- g) Consider approval of the following revised Board Policy: (Simas)
 - BP 6151 – Class Size
- h) Consider approval for Superintendent to authorize contracts not to exceed \$500 per consultant for up to three consultants engaged to assist Human Resources recruitment activities (Terry)
- i) Consider adoption of the 2016-2017 school calendar (Simas)

5. PERSONNEL (Martinez)

a) Employment

Classified

- Kimberley Moench, Health Care Assistant – 6.0 hrs., Jefferson Charter Academy, effective 2/29/16
- Ugochi Ndoh, Health Care Assistant – 6.0 hrs., Richmond, effective 2/18/16

Temporary Employees/Substitutes/Yard Supervisors

- Madison Burrow, Substitute Yard Supervisor, effective 2/29/16
- Stacy Paez, Short-term Yard Supervisor – 1.0 hr., Roosevelt, effective 3/1/16 to 6/3/16
- America Rodriguez Sanchez, Short-term Yard Supervisor – .75 hrs., Roosevelt, effective 3/1/16 to 6/3/16
- Tiffany West, Short-term Special Education Aide – 4.0 hrs. and Short-term Yard Supervisor – 1.5 hrs., Roosevelt, effective 3/1/16 to 6/3/16

b) Resignations

- Erin Bush, Teacher, King, effective 6/3/16
- Sandra Cruz-Rodriguez, Teacher, Jefferson Charter Academy, effective 6/3/16
- Brandie Duda, Teacher, Washington, effective 5/4/16
- Arely Galvan Martinez, Substitute Babysitter, Bilingual Aide I, READY Program Tutor, Special Education Aide, Yard Supervisor, Translator: Oral Interpreter and Written Translator, effective 1/26/16
- Marlena Jones, Teacher, Roosevelt, effective 6/3/16
- Elise Maltos, Teacher, Roosevelt, effective 6/3/16
- Lacey Myers, Teacher, King, effective 6/3/16
- LaVerne O'Daniel, Educational Tutor K-6 – 3.5 hrs., Washington, effective 5/12/16
- Jamie Stout, Teacher on Leave of Absence, effective 2/23/16
- Maria Villafana, Yard Supervisor – 3.5 hrs., Jefferson, effective 2/29/16
- Melissa Walters, Teacher, Monroe, effective 6/3/16

c) Promotion

- April Tamayo, from READY Program Tutor – 4.5 hrs., to Lead READY Program Tutor – 5.0 hrs., Washington, effective 3/9/16

d) Leave of Absence

- Eulalia "Lolly" Olvera-Barron, Yard Supervisor – 3.5 hrs., Richmond, effective 2/16/16 to 2/26/16
- Melanie Pimentel, Yard Supervisor – 2.0 hrs., Washington, effective 2/3/16 to 3/10/16, personal

e) Volunteers

<u>Name</u>	<u>School</u>
Jose Cuevas Hernandez (HESD Employee)	Jefferson
Liliana Urbina	Jefferson
Marta Garcia	King
Bertha Perez	King
Jeffrey Bottoms	Monroe
Melissa Gomez	Monroe
Gregory Lockhart	Monroe
Lalhing Lockhart	Monroe
Valarie Ramirez	Monroe
MaryAnn Todd	Monroe
Sean Barajas	Richmond
Monica Sales	Simas
Lori Evans	Washington
Rosa Nava	Washington
Narcedelia Roberts	Washington
Rebecca Roselius	Washington

6. FINANCIAL (Endo)

- a) Consider approval of contract with Vavrinek, Trine, Day & Co. for audit services
- b) Consider approval of lease agreement with Mobile Modular Management Corporation for two portable classrooms
- c) Consider acceptance of actuarial study required by Government Accounting Standards Board (GASB) 43/45
- d) Consider acceptance of the District's self-insured dental plan actuarial study

ADJOURN MEETING

HANFORD ELEMENTARY SCHOOL DISTRICT
AGENDA REQUEST FORM

TO: Dr. Paul Terry
FROM: Liz Simas
DATE: February 25, 2016

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

Date you wish to have your item considered: March 9, 2016

ITEM: Administrative Panel Recommendations

PURPOSE:

Case# 16-15 - Wilson

Case# 16-16 - JFK

Case# 16-17 – JFK

Warrant Register For Warrants

Dated 02/19/2016

Warrant Number	Vendor Number	Vendor Name	Amount
12512109	59	AMERIPRIDE UNIFORM SERVICES mop/mat/Laundry	\$2,132.46
12512110	59	AMERIPRIDE UNIFORM SERVICES mop/mat/Laundry	\$295.27
12512111	4983	B & H PHOTO-VIDEO Inst'l Mat'l's	\$105.54
12512112	3258	BANK OF AMERICA Travel & Conferences	\$320.00
12512113	1363	BEST BUY Food	\$16.42
12512114	2019	BUS WEST Other Transportation Supp.	\$363.93
12512115	4393	CAROLINA BIOLOGICAL SUPPLY CO Inst'l Mat'l's	\$360.22
12512116	1667	CDW GOVERNMENT INC. Instructional Materials	\$2,423.05
12512117	4452	CENTRAL VALLEY SUPPORT SERVICE Other Services	\$275.00
12512118	6190	CUSTOMINK Inst'l Mat'l's	\$241.11
12512119	414	DELL COMPUTER CORPORATION Equipment	\$1,757.08
12512120	2505	DEMSEY FILLIGER & ASSOCIATES Other Services	\$6,500.00
12512121	4815	DIGITECH INTEGRATIONS INC Maint. Supp.	\$192.96
12512122	433	DISCOVERY CENTER Inst'l Mat'l's	\$1,393.00
12512123	6453	FLOWERS BAKING COMPANY Food	\$911.50
12512124	5960	LAUREN FRANCO Mileage	\$86.40
12512125	1769	FRESNO PRODUCE Food	\$20,449.71
12512126	1393	GAS COMPANY Gas	\$6,474.60
12512127	3305	GILBERT ELECTRIC COMPANY Rentals, Leases & Repairs	\$1,000.00
12512128	591	GOLD STAR FOODS Food	\$11,793.07
12512129	6596	NANCY GUINN Mileage	\$25.17
12512130	762	TAMMY JOHNSON Mileage	\$45.60
12512131	3782	KINGS COUNTY SPORTS OFFICIALS Inst'l Consultant	\$1,496.00
12512132	6237	LA TRADICION MUSIC Inst'l Mat'l's	\$32.95
12512133	6527	LISSETTE LEYVA Mileage	\$9.29
12512134	949	MCELMOYL INC. Maint. Supp./Rentals, Leases & Repairs	\$494.88
12512135	2491	MID-COUNTY FIRE EXTINGUISHER Rentals, Leases & Repairs	\$242.01
12512136	1002	MORGAN & SLATES INC. Other Supp.	\$217.60
12512137	6597	UGOCHI NDOH Other Services	\$25.00
12512138	4188	CHAD NIELSEN Mileage	\$86.40
12512139	1071	ORIENTAL TRADING CO. INC. Inst'l Mat'l's	\$1,650.12
12512140	5111	P & R PAPER SUPPLY COMPANY INC other & Custodian Supply	\$2,039.16
12512141	1168	PRODUCERS DAIRY PRODUCTS Food	\$13,223.50
12512142	4465	CYNTHIA PURSELL Office Supp.	\$38.92
12512143	6328	SAM ACADEMY Inst'l Mat'l's	\$1,200.00
12512144	1303	SAVE MART SUPERMARKETS Food	\$155.50
12512145	1374	SMART & FINAL STORES (HFD/DO) Other Supp.	\$171.15
12512146	1801	SMART & FINAL STORES (HFD/KIT) Other Supp./Food	\$180.58
12512147	1389	PATRICIA SOPER Mileage	\$245.76
12512148	1880	SOUTH COUNTY SUPPORT SERVICES Other Services	\$1,278.71
12512149	1392	SOUTHERN CALIFORNIA EDISON CO. Electricity	\$25,069.93
12512150	2031	SOUTHWEST SCH & OFFICE SUPPLY Warehouse	\$618.67
12512151	1403	STANISLAUS FOUNDATION - DENTAL Other Services	\$12,113.70
12512152	1405	STAPLES *6252 Other Supp./Inst'l Mat'l's/Office Supp.	\$1,380.48
12512153	2188	SUPPLYWORKS Maint. Supp./Grounds Supp./Custodian Supp.	\$880.69
12512154	1444	SYSCO FOODSERVICES OF MODESTO Food/Other sup/custodian	\$36,513.78
12512155	3665	TECH MUSEUM OF INNOVATION Inst'l Mat'l's	\$229.00
12512156	1466	TERMINIX INTERNATIONAL Pest Control	\$748.00

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Warrant Register For Warrants
Dated 02/19/2016

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Warrant Number	Vendor Number	Vendor Name	Amount
12512157	6598	BRITTNIE TORRES Other Services	\$15.00
12512158	4127	TULARE CO OFFICE OF EDUCATION other services	\$4,351.72
12512159	4127	TULARE CO OFFICE OF EDUCATION other services	\$3,636.40
12512160	4127	TULARE CO OFFICE OF EDUCATION Other Services	\$1,364.00
12512161	1525	UNIVERSAL SPECIALTIES INC. Maint. Supp.	\$922.83
12512162	6034	MELISSA WALTERS Allowance	\$100.62
12512163	1612	MICHELLE E. WHITE Inst'l Mat'l's	\$158.76
Total Amount of All Warrants:			\$168,053.20

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Credit Card Register For Payments Dated 02/19/2016

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Document Number	Vendor Number	Vendor Name	Amount
14014725	6005	ACE ELEVATOR LOAD TEST & REPAIR Rentals, Leases & Repairs	\$1,113.50
14014726	126	BEDARD CONTROLS INC. Rentals, Leases & Repairs	\$780.32
14014727	546	FRESNO ENVELOPE AND EMBOSSING Printing Supp.	\$93.42
14014728	652	HANFORD SENTINEL Other Services	\$634.35
14014729	3653	HEINEMANN PUBLISHING Books	\$312.56
14014730	962	MEDCO SUPPLY COMPANY Warehouse	\$110.78
14014731	1121	PERMA-BOUND Books	\$418.54
14014732	1214	REALLY GOOD STUFF Inst'l mat'l's	\$123.01
14014733	1316	SCHOLASTIC CLASSROOM MAGAZINES Inst'l mat'l's	\$246.05
14014734	1313	SCHOLASTIC TEACHERS STORE Books	\$222.56
14014735	1637	WOODWIND & BRASSWIND Inst'l mat'l's	\$137.23

Total Amount of All Credit Card Payments:

\$4,192.32

Warrant Register For Warrants

Dated 02/26/2016

Warrant Number	Vendor Number	Vendor Name	Amount
12512957	4851	ALTERNATIVE STITCHWEAR Other Services	\$300.00
12512958	6431	AMAZON.COM Inst'l Mat'l's/maint. Supp./Books/Office	\$4,740.05
12512959	6253	AT&T Telephone	Supp. \$1,502.90
12512960	6613	SEAN BARAJAS Other Services	\$25.00
12512961	6581	JENNIFER BROUSSARD Travel & Conf.	\$39.00
12512962	5566	BUREAU OF LECTURES Inst'l mat'l's	\$525.00
12512963	236	STATE OF CALIFORNIA Other Services	\$1,066.00
12512964	5627	CASBO Travel & Conf.	\$15.00
12512965	355	CDT INC. Other Services	\$167.00
12512966	1667	CDW GOVERNMENT INC. Equipment	\$1,946.44
12512967	6552	CHILDREN'S STORYBOOK GARDEN Inst'l Consultant	\$300.00
12512968	6497	THE CITIZEN HOTEL Travel & Conf.	\$322.55
12512969	1621	CLOVIS LAKES ASSOCIATES Inst'l mat'l's	\$700.00
12512970	4178	COOK'S COMMUNICATION Maint. Supp./Rentals Leases & Repairs	\$207.73
12512971	6545	CANDACE CREWSE Inst'l mat'l's	\$21.28
12512972	2609	LISA CUNHA Travel & Conf.	\$102.00
12512973	433	DISCOVERY CENTER Inst'l mat'l's	\$956.00
12512974	549	FRESNO PACIFIC UNIVERSITY Travel & Conf.	\$162.00
12512975	553	G.W. SCHOOL SUPPLY Inst'l mat'l's	\$620.40
12512976	556	JOY GABLER Travel & Conf./Other Supp.	\$156.91
12512977	558	CAROL GALLEGOS Travel & Conf.	\$84.00
12512978	1393	GAS COMPANY Gas	\$1,668.38
12512979	6075	GOLD RUSH MINING & REFINING CO Inst'l mat'l's	\$712.50
12512980	1816	LUCY GOMEZ Travel & Conf.	\$84.00
12512981	6594	THE GREAT COURSES Inst'l Consultant	\$96.64
12512982	622	CHERYL GUILBEAU Travel & Conf.	\$84.00
12512983	686	JERI HIGDON Mileage	\$22.36
12512984	1949	HILTON HOTEL - SAN FRANCISCO Travel & Conf.	\$973.52
12512985	711	THE HORN SHOP Inst'l mat'l's/Rentals, Leases & Repairs	\$511.65
12512986	745	IT'S ELEMENTARY Other Supp.	\$3,090.01
12512987	4597	IVS COMPUTER TECHNOLOGY Equipment	\$5,369.63
12512988	6573	IXL LEARNING Inst'l Consultant	\$4,910.00
12512989	5828	KINGS COUNTY DEPT OF PUBLIC WO Fuel	\$47.21
12512990	796	KINGS COUNTY OFFICE OF ED Other Excess Costs/Other	\$17,274.24
12512991	6459	MELODY LEE Travel & Conf.	Services \$84.00
12512992	6612	CHERYLL LOVETT Other Services	\$129.00
12512993	2903	JAIME MARTINEZ Travel & Conf.	\$92.00
12512994	1058	OFFICE DEPOT Inst'l mat'l's/Office Supp./Other Supp.	\$1,042.36
12512995	3949	CHRIS PICHE Travel & Conf.	\$102.00
12512996	2956	JACQUELINE A. RAVEN Travel & Conf./mileage	\$343.92
12512997	2013	MICHELLE SCHOFIELD Travel & Conf.	\$39.00
12512998	1374	SMART & FINAL STORES (HFD/DO) Office Supp./Other Supp./	\$185.54
12512999	3057	CHERIE SOLIAN Travel & Conf.	Inst'l mat'l's \$84.00
12513000	3800	SONITROL OF FRESNO Rentals Leases & Repairs	\$84.00
12513001	1389	PATRICIA SOPER Mileage	\$73.88
12513002	1403	STANISLAUS FOUNDATION - DENTAL Other Services	\$16,384.50
12513003	2188	SUPPLYWORKS Custodian Supp.	\$438.47
12513004	3665	TECH MUSEUM OF INNOVATION Inst'l mat'l's	\$211.00

Warrant Register For Warrants

Dated 02/26/2016

Warrant Number	Vendor Number	Vendor Name	Amount
12513005	2138	THE TREE HOUSE Office Supp.	\$346.38
12513006	4064	TULARE COUNTY OFFICE OF ED Travel & Conf.	\$8,225.00
12513007	3409	UNDERWOOD DISTRIBUTING COMPANY Warehouse	\$251.60
12513008	3154	UPS Postage	\$7.55
12513009	4522	US AIR CONDITIONING DIST INC. Maint. Supp.	\$86.60
12513010	1575	WALMART COMMUNITY/RFC SLIC Instr. matls	\$607.09
12513011	3863	WILLIAM WILKINSON Mileage	\$40.25
Total Amount of All Warrants:			\$77,661.54

Credit Card Register For Payments Dated 02/26/2016

Document Number	Vendor Number	Vendor Name	Amount
14014790	2	A-Z BUS SALES INC Bus Repair Parts	\$1,561.67
14014791	6005	ACE ELEVATOR LOAD TEST & REPAIR Rentals, Leases & Repairs	\$700.00
14014792	2501	ASCD Books	\$274.69
14014793	179	BUDDY'S TROPHY SUPPLY Inst'l mat'l's	\$343.46
14014794	806	KINGS COUNTY TROPHY Other Supp.	\$38.70
14014795	4276	LEARNING A-Z Books/Inst'l Consultant	\$6,421.50
14014796	994	MOBILE MODULAR MGMT. CORP. Rentals, Leases & Repairs	\$886.00
14014797	1278	S & S WORLDWIDE INC. Inst'l Mat'l's	\$147.75
14014798	5391	STARFALL EDUCATION Inst'l Consultant	\$270.00
14014799	1437	SUPREME SCHOOL SUPPLY CO. Office Supp.	\$152.86
14014800	1637	WOODWIND & BRASSWIND Inst'l Mat'l's	\$630.67

Total Amount of All Credit Card Payments:

\$11,427.30

Hanford Elementary School District
Minutes of the Regular Board Meeting
February 24, 2016

Minutes of the Regular Board Meeting of the Hanford Elementary School District Board of Trustees on February 24, 2016 at the District Office Board Room, 714 N. White Street, Hanford, CA.

- Call to Order** President Revious called the meeting to order at 5:32 p.m. Trustees Garcia, Garner and Hill were present. Trustee Hernandez was absent.
- Closed Session** Trustees immediately adjourned to closed session for the purpose of:
- Student Discipline pursuant to Education Code section 48918
- Open Session** Trustees returned to open session at 6:16 p.m.
- HESD Managers Present** Dr. Paul J. Terry, Superintendent, and the following administrators were present: Don Arakelian, Kristina Baldwin, Lindsey Calvillo, Doug Carlton, Anthony Carrillo, Kenny Eggert, David Endo, Joy Gabler, David Goldsmith, Lucy Gomez, Jaime Martinez, Karen McConnell, Gerry Mulligan, Julie Pulis, Jill Rubalcava and Liz Simas.
- Expulsion Case #16-13 & #16-14** Trustee Garcia made a motion to accept the Findings of Fact and expel case #16-13 and #16-14 for the remainder of the 2015-16 school year for violation of Education Code 48900 as determined by the Administrative Panel at Hearings held February 23, 2016. Parents may apply for Readmission on or after June 3, 2016. Trustee Garner seconded; motion carried 4-0:
- Garcia – Yes
 - Garner – Yes
 - Hill - Yes
 - Revious - Yes
- Readmission Case #15-14** Trustee Garcia made a motion to revoke readmission for Case #15-14 based upon the student's failure to abide by school and district rules upon return to regular school. Parents may apply for readmission on or after June 3, 2016. Trustee Garner seconded; motion carried 4-0:
- Garcia – Yes
 - Garner – Yes
 - Hill - Yes
 - Revious - Yes
- Public Comments** None
- Board and Staff Comments** April Silva, HESD teacher, stated the students have enjoyed planting broccoli and cauliflower at Harvest at the Garden. They will plant cilantro, tomatoes, jalapeños, and strawberries. They will also be planting trees at the Parks and Recreation.
- Requests to Address the Board** None

Dates to Remember

President Revious reviewed dates to remember: Grade 4-6 All-Star Hoop Games (Girls & Boys) – February 26th at 4:00 p.m.; Health Screenings begin February 29th at Simas Library; Regular Board Meeting – March 9th at 5:30 p.m.

CONSENT ITEMS

Trustee Garner made a motion to take consent items "a" through "f" together. Trustee Hill seconded; motion carried 4-0:

Garcia – Yes
Garner – Yes
Hill - Yes
Revious - Yes

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

Garcia – Yes
Garner – Yes
Hill - Yes
Revious - Yes

The items approved are as follows:

- a) Warrant listings dated 2/5/16 and 2/12/16.
- b) Minutes of Regular Board Meeting February 10, 2016.
- c) Interdistrict transfers as recommended.
- d) Donation of \$2,000.00 from Jefferson PTC to Jefferson Charter
- e) Donation of \$200.00 from Washington PTC to HESD
- f) Donation of \$500.00 from Kohl's to Monroe READY Program

INFORMATION ITEMS

CA Healthy Youth Act

Karen McConnell, Assistant Superintendent of Special Services, presented for information the California Healthy Youth Act. The changes to Education Code Section 51930 as required by assembly bill 329, is to provide students with comprehensive sexual health and HIV prevention education at least once in middle school and once in high school. The ACT instruction must include: promoting the understanding that sexuality is a normal part of human development, ensuring that students receive integrated, comprehensive, accurate, and unbiased sexual health and HIV prevention instruction, and provide students with the knowledge and skills necessary to have healthy, positive and safe relationships and behaviors. The instructors must have knowledge of the most recent and medically accurate research and information on HIV. District Certificated School Nurses will provide training to 8th graders during science class. 12 lessons will be covered twice a week for 50 minutes during the course of 6 weeks. On March 1st parents can attend a preview opportunity of the materials presented. Letters have been sent out to parents and they do have the option to opt out.

BP/AR 5141.31 Karen McConnell, Assistant Superintendent of Special Services, presented for information the following revised Board Policy and Administrative Regulation:

- BP/AR 5141.31 – Immunizations

- AR 5112.2** Liz Simas, Coordinator of Child Welfare & Attendance, presented for information the following revised Administrative Regulation:
- AR 5112.2 – Exclusions from Attendance
- BP 6151** Liz Simas, Coordinator of Child Welfare & Attendance, presented for information the following revised Board Policy:
- BP 6151 – Class Size
- AR 4112.23** Jaime Martinez, Assistant Superintendent of Human Resources, presented for information the following revised Administrative Regulation:
- AR 4112.23 – Special Education Staff
- BP/AR 1312.3** Superintendent Paul J. Terry presented for information the following revised Board Policy and Administrative Regulation:
- BP/AR 1312.3 – Uniform Complaint Procedures
- BB 9100** Superintendent Paul J. Terry presented for information the following revised Board Bylaw:
- BB 9100 – Organization

BOARD POLICIES AND ADMINISTRATION

- Job Description** Trustee Hill made a motion to approve the updated job description for District Superintendent with minor revision of teaching experience desirable versus required. Trustee Garcia seconded; motion carried 4-0:
- Garcia – Yes
 - Garner – Yes
 - Hernandez – Absent
 - Hill - Yes
 - Revious - Yes
- Contract with Erik Gonzalez** Trustee Garcia made a motion to approve the consultant contract with Erick Gonzalez. Erick will provide 18 mural lessons over the course of 9 days to JFK and WW students. The training will focus on the planning, development and production of a wall mural for the Hanford Police Department. Trustee Hill seconded; motion carried 4-0:
- Garcia – Yes
 - Garner – Yes
 - Hill - Yes
 - Revious - Yes
- 10-Year Master Plan** Trustee Hill made a motion to approve the 10-Year Facility Master Plan presented by School Works, Inc. on February 10, 2016. Trustee Garcia seconded; motion carried 4-0:
- Garcia – Yes
 - Garner – Yes
 - Hill - Yes
 - Revious - Yes

2015-16 School Plans Trustee Garner made a motion to approve the updated 2015-2016 School Plans. Each school has carefully and thoughtfully followed the planning process. School Site Councils have approved the updated School Plans for 2015-2016. Trustee Garcia seconded; motion carried 4-0:

Garcia – Yes
Garner – Yes
Hill - Yes
Revious - Yes

AR 0460 Trustee Garner made a motion to approve revised Administrative Regulation 0460 – Local Control Accountability Plan. Trustee Hill seconded; motion carried 4-0:

Garcia – Yes
Garner – Yes
Hill - Yes
Revious - Yes

AR 4354 Trustee Garcia made a motion to approve revised Administrative Regulation 4354 – Health and Welfare Benefits. Trustee Hill seconded; motion carried 4-0:

Garcia – Yes
Garner – Yes
Hill - Yes
Revious - Yes

PERSONNEL

Trustee Hill made a motion to take Personnel items "a" through "i" together. Trustee Garcia seconded; motion carried 4-0:

Garcia – Yes
Garner – Yes
Hill - Yes
Revious - Yes

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

Garcia – Yes
Garner – Yes
Hill - Yes
Revious - Yes

The following items were approved:

Classified

- Zachary Westover, READY Program Tutor – 4.5 hrs., Jefferson, effective 2/4/16

Temporary Employees/Substitutes/Yard Supervisors

- Demi Balbina, Substitute Yard Supervisor, effective 2/4/16
- Esther Flores Banuelos, Short-term Yard Supervisor – 1.25 hrs., Richmond, effective 2/8/16 to 3/18/16
- Jennifer Bays, Substitute Yard Supervisor, effective 2/1/16
- Aaron Eck, 7-8 Boys Baseball Coach, Kennedy, effective 2/22/16 to 5/9/16
- Mirella Garibay, Substitute Yard Supervisor, effective 2/12/16
- Roxanna Hernandez, Substitute Yard Supervisor, effective 2/10/16
- Cherii Martin, Short-term Yard Supervisor – 1.0 hr. (M,T,Th,F), King, effective 2/1/16 to 6/3/16
- Melisa Rodriguez Medel, Short-term READY Program Tutor – 4.5 hrs., Lincoln, effective 2/12/16 to 3/18/16

Item "a" – Employment

Temporary Employees/Substitutes/Yard Supervisors (Cont.)

- Jennifer Perryman, Substitute Yard Supervisor, effective 2/5/16
- Sylvia Reyna, Substitute Yard Supervisor, effective 2/3/16; Short-term Yard Supervisor – 1.0 hr., Roosevelt, effective 2/9/16 to 3/18/16
- Mariah Romero, Substitute Yard Supervisor, effective 2/9/16
- Danira Sandoval, Yard Supervisor – 2.75 hrs., Lincoln, effective 2/16/16
- Lindsay Silva, Substitute Yard Supervisor, effective 2/5/16
- Jamie Souza, Short-term Yard Supervisor – 1.5 hrs., Roosevelt, effective 2/9/16 to 3/18/16
- Nisse Westlund, 7-8 Boys Baseball Coach, Wilson, effective 2/22/16 to 5/9/16
- Ron Williams, 7-8 Girls Softball Coach, Wilson, effective 2/22/16 to 5/9/16
- Breanna Young, Substitute Yard Supervisor, effective 2/12/16; Short-term Yard Supervisor – 1.5 hrs., (M,T,Th,F) and .50 hr. (W), Simas, effective 2/12/16 to 3/18/16

***Item "b" –
Resignations***

- Kayla Bauer, Yard Supervisor – 1.25 hrs., Monroe, effective 1/15/16
- Catherine Castaneda, Media Services Aide – 5.5 hrs., Richmond, effective 3/18/16
- Lidia Cervantez, Yard Supervisor – 1.5 hrs., Washington, effective 2/12/16
- Nancy Guinn, Bilingual Health Care Assistant – 6.0 hrs., Jefferson, effective 2/12/16
- Cecelia Richards, Substitute Yard Supervisor, effective 1/29/16

***Item "c" –
Retirements***

- Dorinda Gelsi, Special Education Aide – 5.0 hrs., Roosevelt, effective 2/2/16

***Item "d" –
Promotion/
Transfer***

- Michal "Mac" McWay, from Lead READY Program Tutor – 5.0 hrs. Washington to Media Services Aide – 5.5 hrs., Richmond, effective 3/18/16

***Item "e" –
More Hours***

- Georgia Freeman, Yard Supervisor, from 2.5 hrs. to 3.0 hrs., Monroe, effective 2/1/16
- Christina Horn, Yard Supervisor, from 1.75 hrs. to 2.25 hrs., Lincoln, effective 2/16/16
- Veronica Leach, Yard Supervisor, from 2.75 hrs. to 3.0 hrs., Hamilton, effective 2/1/16
- Carrie Serna, Yard Supervisor, from 3.5 hrs. to 3.75 hrs., Monroe, effective 2/8/16
- Shirley Smith, Yard Supervisor, from 2.5 hrs. to 2.75 hrs., Lincoln, effective 2/16/16

***Item "f" –
Temporary Out of
Class
Assignment/
More Hours/
Transfer***

- Katie Luis, from Lead READY Program Tutor – 5.0 hrs., Lincoln to Administrative Secretary I – 8.0 hrs., Special Services/READY, effective 2/8/16 to 3/18/16

***Item "g" –
Temporary Out of
Class
Assignment/More
Hours***

- Zaneia Jones, from READY Program Tutor – 4.5 hrs. to Lead READY Program Tutor – 5.0 hrs., Lincoln, effective 2/8/16 to 3/18/16

***Item "h" –
Leave of
Absence***

- Ann Marie Dowd, Teacher, Curriculum & Instruction, effective 2/29/16 to 4/15/16 (Extended)
- Stacy Freitas, Food Service Worker II – 3.5 hrs., Food Services, effective 2/9/16 to 3/17/16, baby bonding
- Christina Jenkins, Yard Supervisor – 2.0 hrs., Monroe, effective 2/1/16 to 4/15/16, medical

***Item "i" –
Volunteers***

<u>Name</u>	<u>School</u>
Genevieve Campa	Hamilton
Cynthia Gamboa	Hamilton
Brittnie Torres	Jefferson
Richard Ray	Jefferson
Alicia Merino	King
Jesus Cortez	Lincoln
Laura Magana-Morales	Lincoln
Tiffany Medina	Lincoln
Rosenda Raya	Lincoln
Jose Luis Blanco	Monroe
Lourdes Estanol	Monroe
Lacie Kandarian	Monroe
Corina Parraz	Monroe
Erin Pereira	Monroe
David Veldhuisen	Monroe
Zuyumy Villafana	Monroe
Natalie Goff	Richmond
Carmen Arellano	Simas
Kasey Carroll	Simas
Stacy Chambers	Simas
Travis Paden (HESD Employee)	Simas
Cheryl Eaton	Washington
Meaghan Feleppa	Washington
Kealina Machado	Washington
Mariana Rodriguez	Washington
Leanna Sandoval	Washington
Guillermina Zendejas	Washington

FINANCIAL

**2nd Interim
Report**

Trustee Garcia made a motion to approve the 2nd Interim Report that David Endo presented. The 2nd Interim Report is a financial summary of the District's budget through January 31, 2016. Trustee Hill seconded; motion carried 4-0:

Garcia – Yes
Garner – Yes
Hill - Yes
Revious - Yes

Resolution #11-16 Trustee Garcia made a motion to approve the Resolution #11:16: 2nd Interim Budget Revisions. Trustee Hill seconded; motion carried 4-0:

Garcia – Yes
Garner – Yes
Hill - Yes
Revious - Yes

**Kings County
Treasurer's
Report**

Trustee Garner made a motion to approve the Kings County Treasurer's Quarterly Compliance Report ending December 31, 2015. Trustee Garcia seconded; motion carried 4-0:

Garcia – Yes
Garner – Yes
Hill – Yes
Revious – Yes

Isom Advisors Trustee Hill made a motion to approve the contract for survey with Isom Advisors to conduct a survey to assess the public's opinion on the projects identified in the Facilities Master Plan. Trustee Garcia seconded; motion carried 4-0:

Garcia – Yes

Garner – Yes

Hill – Yes

Revious – Yes

Adjournment There being no further business, President Revious adjourned the meeting at 7:22 p.m.

Respectfully submitted,

Paul J. Terry,
Secretary to the Board of Trustees

Approved:

Timothy Revious, President

Lupe Hernandez, Clerk

No	A/D	Sch Req'd	Home Sch	Date
I-224	A	JFK	Armona	2/29/2016

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Dr. Paul J. Terry

FROM: Jennifer Pitkin

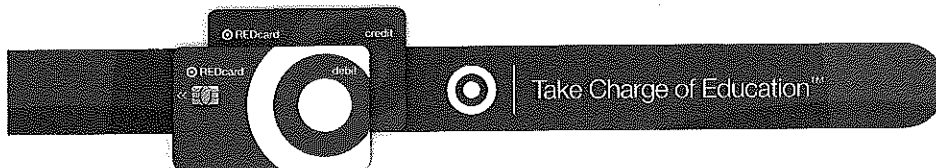
DATE: 2/17/2016

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: March 9, 2016

ITEM: Donation of \$117.78 from Take Charge of Education**PURPOSE:** To be used for student incentives**FISCAL IMPACT:** 0100-0000-0-1110-1000-430001-023-0000**RECOMMENDATIONS:** Approve Donation



2716422

LINCOLN ELEMENTARY SCHOOL
ATTN PRINCIPAL
807 S IRWIN ST
HANFORD, CA 93230-5436

Dear Principal,

Congratulations! We are excited to present you with your 2016 Take Charge of Education™ check.

Thanks to parents, teachers and other supporters in your community, your school is benefiting from Take Charge of Education. Every time they shop with their REDcard™, Target™ donates 1% of purchases at Target and Target.com to the eligible K-12 school they have designated.

Please cash this check and use it for what you need. Turn it into books, field trips, art supplies, new technology, or anything else your school dreams up.

Please note that checks mailed in February 2015 included funds accrued through February 7, 2015. As a result your 2016 check includes funds accrued during the 51-week period from February 8, 2015, through January 30, 2016, instead of a traditional 52-week accrual period.

If you have questions, let us know at CSR@Target.com. To learn more about the program, visit Target.com/TCOE.


Congratulations and best wishes,

Laysha Ward

Laysha Ward
Executive Vice President and Chief Corporate Responsibility Officer

*Some restrictions apply. See reverse for details.

The face of this document has a security background and micro printing in the signature line.



TARGET
Take Charge of Education
Mail Stop 5CF
PO BOX 59214
Minneapolis, MN 55459-0214

take charge of education

2716422
CHECK NO.

DATE	AMOUNT
02/08/2016	*\$117.78

VOID AFTER 7 MONTHS

Pay to the order of: **LINCOLN ELEMENTARY SCHOOL**

usbank 31658
Aspen, Colorado 81051

Cary J. Hines
Senior Vice President, Target Corporation

⑈ 2716422 ⑈ ⑆ 102101645 ⑆ 126400037738 ⑈

HANFORD ELEMENTARY SCHOOL DISTRICT

Agenda Request Form

TO: Dr. Paul J. Terry

FROM: Ramiro Flores

DATE: 2/22/16

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

FOR: () Information
(X) Action

Date you wish to have your item considered: March 9, 2016

ITEM: Consider approval of donations to Hamilton School from:

- Target Take Charge of Education in the amount of 57.42

PURPOSE: Monies to be used to purchase school supplies.

FISCAL IMPACT:

Increase of \$57.42 to account #0100-0000-0-1110-1000-430001-029-0000.

RECOMMENDATION: Accept donations.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Dr. Paul J. Terry

FROM: Kristina Baldwin

DATE: 2/25/16

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 3/9/16

ITEM: Donation from Edison International of \$150.00.**PURPOSE:** Edison International for instructional supplies**FISCAL IMPACT:** \$150.00 to general purpose budget**RECOMMENDATIONS:** accept donation

HANFORD ELEMENTARY SCHOOL DISTRICTAGENDA REQUEST FORM

TO: Paul Terry

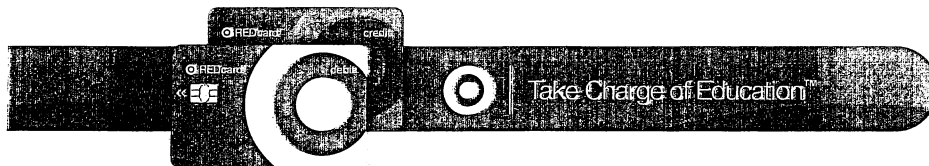
FROM: Julie Pulis *JP*

DATE: February 19, 2016

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

Date you wish to have your item considered: March 9, 2016

ITEM: Donation of \$261.95PURPOSE: Accept donation of \$261.95 from Target Take Charge of EducationMonroe Student Incentives \$261.95
0100-0000-0-1110-1000-430006-024-0000FISCAL IMPACT (if any): \$261.95RECOMMENDATION (if any): Action.



2718188

MONROE ELEMENTARY SCHOOL
ATTN PRINCIPAL
PO BOX 1067
HANFORD, CA 93232-1067

Dear Principal,

Congratulations! We are excited to present you with your 2016 Take Charge of Education™ check.

Thanks to parents, teachers and other supporters in your community, your school is benefiting from Take Charge of Education. Every time they shop with their REDcard™, Target™ donates 1% of purchases at Target and Target.com to the eligible K-12 school they have designated.

Please cash this check and use it for what you need. Turn it into books, field trips, art supplies, new technology, or anything else your school dreams up.

Please note that checks mailed in February 2015 included funds accrued through February 7, 2015. As a result your 2016 check includes funds accrued during the 51-week period from February 8, 2015, through January 30, 2016, instead of a traditional 52-week accrual period.

If you have questions, let us know at CSR@Target.com. To learn more about the program, visit Target.com/TCOE.



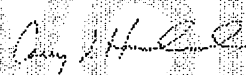
Congratulations and best wishes,

Laysha Ward

Laysha Ward
Executive Vice President and Chief Corporate Responsibility Officer

*Some restrictions apply. See reverse for details.

The face of this document has a security background and micro printing in the signature line.

		take charge of education		2718188 CHECK NO.
Take Charge of Education Mail Stop 5CF PO BOX 59214 Minneapolis, MN 55459-0214		DATE 02/08/2016		AMOUNT *\$261.95
PAY TWO HUNDRED SIXTY-ONE AND 95/100 DOLLARS		VOID AFTER 7 MONTHS		
Pay to the order of	MONROE ELEMENTARY SCHOOL			
 31659 Aspen, Colorado 81051	 Senior Vice President, Target Corporation			

⑈ 2718188 ⑈ ⑆ 102101645 ⑆ 126400037738 ⑈

HANFORD ELEMENTARY SCHOOL DISTRICT**AGENDA REQUEST FORM**

TO: Dr. Paul Terry

FROM: Anthony Carrillo

DATE: February 25, 2016

For: ☒ Board Meeting
☐ Superintendent's Cabinet

For: ☐ Information
☒ Action

Date you wish to have your item considered: March 9, 2016

ITEM: Consider acceptance of \$155.00 donation from Target to Roosevelt School.

PURPOSE: For purchase of attendance and behavior incentives.

FISCAL IMPACT (if any): Increase of \$155.00 to account
#0100-0000-0-1110-1000-430001-026-0000

RECOMMENDATION (if any): Accept donation.

HANFORD ELEMENTARY SCHOOL DISTRICT**AGENDA REQUEST FORM**

TO: Dr. Paul Terry

FROM: Anthony Carrillo

DATE: February 25, 2016

For: ☒ Board Meeting
☐ Superintendent's Cabinet

For: ☐ Information
☒ Action

Date you wish to have your item considered: March 9, 2015

ITEM: Consider acceptance of \$250.00 donation from Wonderful Giving to Roosevelt School.

PURPOSE: For purchase of attendance and behavior incentives.


FISCAL IMPACT (if any): Increase of \$250.00 to account
#0100-0000-0-1110-1000-430001-026-0000

RECOMMENDATION (if any): Accept donation.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Dr. Paul J. Terry

FROM: Joy Gabler 

DATE: February 29, 2016

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☒ Information
☐ Action

Date you wish to have your item considered: March 9, 2016

ITEM: Receive the following revised Board Policy and Administrative Regulation for information:

- BP 6190 – Evaluation of the Instructional Program

PURPOSE: The following Board Policy reflect changes (see underlined and strikeouts) that are necessary to align with current practices and procedures as well as recommendations by CSBA due to State and Federal law mandates and Education Code changes.

FISCAL IMPACT: None

RECOMMENDATIONS: Consider for adoption at the next public Board Meeting.

Hanford ESD

Board Policy

Evaluation Of The Instructional Program

BP 6190

Instruction

~~The The Board of Trustees~~Governing Board recognizes that it is accountable to students, parents/guardians, and the community for the effectiveness of the district's educational program in meeting district goals for student learning. The Superintendent or designee shall conduct a continual evaluation of the curriculum and the instructional program in order to improve student achievement.

(cf. 0200 - Goals for the School District)

(cf. 0500 - Accountability)

(cf. 6000 - Concepts and Roles)

(cf. ~~9000 - Role of the Board~~6141 - Curriculum Development and Evaluation)

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

The Superintendent or designee shall provide the Board and the community with regular reports on student progress toward Board-established standards of expected achievement at each grade level in each area of study. -In addition, he/she shall evaluate and report data for each district school and for every numerically significant student subgroup of the student population, as defined in Education Code 52052, including, but not limited to, school and subgroup performance on statewide achievement indicators; and progress toward goals specified in the district's local control and accountability plan (LCAP).

(cf.

0460 - Local Control and Accountability Plan)

(cf. 0510 - School Accountability Report Card)

~~(cf. 0520 - Intervention for Underperforming Schools)~~

~~(cf. 0520.1 - High Priority Schools Grant Program)~~

~~(cf. 0520.4 - Quality Education Investment Schools)~~

(cf. 6011 - Academic Standards)

(cf. 6162.5 - Student Assessment)

(cf. ~~6162.51 - Standardized Testing and Reporting Program~~State Academic Achievement Tests)

(cf. 6162.52 - High School Exit Examination)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6174 - Education for English Language Learners)

Based on these reports, the Board shall take appropriate actions to maintain the effectiveness of programs and to improve the quality of education that district students receive.

Categorical Program Monitoring Annual Monitoring of Consolidated Application Programs

The Board and the Superintendent or designee shall annually determine whether the district's categorical programs funded through the state's consolidated application are effective in meeting the needs of the students they are intended to serve.

~~The Superintendent or designee shall cooperate with the California Department of Education (CDE) in the categorical program monitoring process to ensure that district categorical programs comply with federal and state laws and regulations. The Superintendent or designee shall report to the Board regarding the results of this monitoring process.~~

As a basis for this evaluation, the Superintendent or designee shall recommend for Board approval the specific, measurable criteria that shall be used at each school and at the district level. These criteria may include, but are not necessarily limited to, the progress of all students and of each numerically significant subgroup toward goals contained in the district's LCAP, the school's single plan for student achievement, Title I local educational agency plan, and/or other applicable district or school plans.

Federal Program Monitoring

To ensure that the district's categorical programs comply with applicable legal requirements, the Superintendent or designee shall, on an ongoing basis, conduct a district self-evaluation which may utilize tools developed by the district or the California Department of Education (CDE).

When the district is selected by the CDE for a Federal Program Monitoring (FPM) compliance review, the Superintendent or designee shall gather and submit all documentation and data required for the review and shall cooperate with CDE staff to facilitate program monitoring.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

~~(cf. 0420.1 - School Based Program Coordination)~~

(cf. 0420 - School Plans/Site Councils)

(cf. 0520.2 - Title I Program Improvement Schools)

(cf. 0520.3 - Title I Program Improvement Districts)

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

~~(cf. 3513.3 - Tobacco-Free Schools)~~ 4112.24 - Teacher Qualifications Under the No Child Left Behind Act)

(cf. 4131 - Staff Development)

(cf. 5020 - Parent Rights and Responsibilities)

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

(cf. 5148 - Child Care and Development Programs)

~~(cf. 5148.1 - Child Care Services for Parenting Students)~~

(cf. 5148.2 - Before/After School Programs)

(cf. 5148.3 - Preschool/Early Childhood Education)

~~(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)~~

(cf. 6020 - Parent Involvement)

(cf. 6142.7 - Physical Education and Activity)

(cf. 6171 - Title I Programs)
~~(cf. 6172 - Gifted and Talented Student Program)~~
 (cf. 6173 - Education for Homeless Children)
~~(cf. 6174 - Education for English Language Learners)~~
 (cf. 6175 - Migrant Education Program)
 (cf. 6178 - ~~Vocational~~Career Technical Education)
 (cf. 6178.1 - ~~Work Experience Education-Based Learning~~)
 (cf. 6200 - Adult Education)

In the event that the FPM review results in a finding of noncompliance in relation to any program, the Superintendent or designee shall submit a proposed resolution to the CDE within 45 days of the date the district was notified of the finding. The resolution shall be implemented in accordance with the terms and timeframe specified in the resolution agreement with the CDE.

The Superintendent or designee shall report to the Board regarding the results of the review process.

~~(cf. On an ongoing basis, the Superintendent or designee shall conduct a district self-evaluation which may utilize tools developed by the district or the CDE to ensure compliance of district categorical programs with legal requirements.~~

Evaluation of Consolidated Categorical Programs

~~The Superintendent or designee and the Board shall annually determine whether the district's categorical programs funded through the state's consolidated application are supportive of the core curriculum and are effective in meeting the needs of the students they are intended to serve.~~
5145.6 - Parental Notifications)

~~As a basis for this evaluation, the Superintendent or designee shall recommend for Board approval the specific, measurable criteria that shall be used at each school and at the district level. These criteria shall include, but not necessarily be limited to, progress toward goals contained in the school's single plan for student achievement and progress of the total student population and each numerically significant subgroup toward growth targets on the statewide Academic Performance Index.~~

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

Legal Reference:

EDUCATION CODE

33400-33407 Educational evaluations
 35178.4 Notice of accreditation status
 44662 Evaluation and assessment guidelines, certificated employee performance
 48985 Compliance with translation of parental notifications
 51041 Education program, evaluation and revisions
 51226 Model curriculum standards

~~52050-52059 Public Schools Accountability Act~~
~~54650-54659 Education Improvement Incentive Program~~
52052-52052.1 Academic Performance Index; numerically significant student subgroups
52060-52077 Local control and accountability plan
 62005.5 Failure to comply with purposes of funds
 64000-64001 Consolidated application process
 CODE OF REGULATIONS, TITLE 5
 3930-3937 Program requirements
 3942 Continuity of funding
 UNITED STATES CODE, TITLE 20
 6311 Adequate yearly progress

Management Resources:

~~CSBA PUBLICATIONS~~

~~Maximizing School Board Leadership: Curriculum, 1996~~

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

~~Ongoing Program Self-Evaluation Tools (OPSET)~~

~~Categorical FPM Frequently Asked Questions~~

~~Federal Program Monitoring Instruments~~

WESTERN ASSOCIATION OF SCHOOLS AND COLLEGES PUBLICATIONS

Focus on Learning Joint WASC/CDE Process Guide, 2014

WEB SITES

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

California Department of Education, Testing and Accountability: <http://www.cde.ca.gov/ta>

Western Association of Schools and Colleges (WASC), Accrediting Commission for Schools:
<http://www.acswasc.org>

Policy HANFORD ELEMENTARY SCHOOL DISTRICT

adopted: May 16, 2001 Hanford, California

revised: September 20, 2006

revised: September 19, 2007

revised:

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Dr. Paul J. Terry

FROM: David Endo

DATE: 02/29/2016

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☒ Information
☐ Action

Date you wish to have your item considered: 03/09/16

ITEM: Receive the following revised Board Policy and Administrative Regulation for information:

BP/AR 3270 - Sale and Disposal of Books, Equipment And Supplies

PURPOSE: Policy updated to add Board roles in determining whether the value of the property is sufficient to warrant a sale and in approving the terms and conditions of the sale. Policy also reflects NEW LAW (SB 971, 2014) which eliminates the mandate to adopt rules for the identification of obsolete instructional materials. Policy provides optional criteria for such identification and clarifies the circumstances under which the sale or donation of obsolete or unusable instructional materials may be appropriate. Reorganized regulation reflects the repeal by SB 971 of requirements related to the use of the proceeds from the sale of instructional materials and adds section on "Equipment/Supplies Acquired with Federal Funds." Section on "Replacement of School Buses" deleted since NEW LAW (SB 78, 2015) repealed the conditions for the sale of school buses by districts receiving a state apportionment to replace the buses.

FISCAL IMPACT: None

RECOMMENDATIONS: Consider for adoption at the next Board Meeting.

Hanford ESD

Board Policy

Sale And Disposal Of Books, Equipment And Supplies

BP 3270

Business and Noninstructional Operations

The Governing Board recognizes its fiscal responsibility to maximize the use of district equipment, supplies, instructional materials, and other personal property while providing up-to-date resources that facilitate student learning and effective district operations. When the Board, upon recommendation of the Superintendent or designee, declares any district-owned books, equipment and supplies become personal property unusable, obsolete, or no longer needed, the Superintendent or designee shall identify these items to the Board of Trustees, together with their determine the estimated value and a recommendation that they of the property and shall decide whether the property will be donated, sold, or otherwise disposed of by one of the methods as prescribed in by law and administrative regulations. With Board approval, the Superintendent or designee shall arrange for the sale or disposal of these items regulation.

(cf. 0440 - District Technology Plan)

(cf. 3512 - Equipment)

(cf. 6161.11 - Supplementary Instructional materials Materials)

(cf. 6163.1 - Library Media Centers)

The Board shall approve the price and terms of any sale or lease of personal property of the district.

If the Board members who are in attendance at a meeting unanimously agree that the property, whether one or more items, does not exceed \$2,500 in value, the property may be sold without advertising for bids. (Education Code 17546)

If the Board members who are in attendance at a meeting unanimously find that the value of the property is insufficient to defray the costs of arranging a sale, the property may be donated to a charitable organization deemed appropriate by the Board or may be disposed of by dumping. (Education Code 17546)

Instructional materials shall be considered obsolete or unusable when by the district if they have been replaced by more recent editions or new materials selected by the Board, are not aligned with the district's academic standards or course of study, and have no foreseeable value in other instructional areas. Such materials may be sold or donated if they continue to serve educational purposes that would benefit others outside the district. Instructional materials are not appropriate for sale or donation if they meet any of the following criteria:

1.— Contain information rendered inaccurate or incomplete by new ~~discoveries~~research or technologies

~~2. Have been replaced by more recent versions or editions of the same material and are of no foreseeable value in other instructional areas~~

~~3.—2. Contain demeaning, stereotyping, or patronizing references to either sex, members of racial, ethnic, religious, vocational or cultural groups, or any group of persons with physical or mental disabilities~~protected against discrimination by law or Board policy

~~4. Have been inspected and discovered to be~~3. Are damaged beyond use or repair

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

(cf. 6011 - Academic Standards)

(cf. 6143 - Courses of Study)

The Superintendent or designee shall establish procedures to be used ~~when selling~~whenever the district sells equipment ~~for which the or supplies originally acquired under a federal government has a right to receive all or part of the proceeds. These grant or subgrant. Such~~ procedures shall ~~be designed to ensure a reasonable amount of competition so as to result in the highest possible revenue return.~~ (34 CFR 80.32)

(cf. 3440 - Inventories)

Legal Reference:

EDUCATION CODE

17540-17542 Sale or lease of personal property by one district to another

17545-17555 Sale of personal property

~~42291.5 Temporary school bus designation~~

~~42303 School bus sale to another district~~

~~60500 Determination of obsolescence~~

35168 Inventory, including record of time and mode of disposal

~~60510-60511 Donation or sale~~

~~60520-60521 Disposition of sale proceeds~~

60530 MethodsSale, donation, or disposal of ~~destruction~~instructional materials

GOVERNMENT CODE

25505 District property; disposition; proceeds

CODE OF REGULATIONS, TITLE 5

3944 Consolidated categorical programs, district title to equipment

3946 Disposal of equipment purchased with state and federal consolidated application funds

UNITED STATES CODE, TITLE 40

~~484549~~ Surplus property—

CODE OF FEDERAL REGULATIONS, TITLE 34

80.32-~~80.33~~ Equipment and supplies acquired under a grant or subgrant

Policy HANFORD ELEMENTARY SCHOOL DISTRICT

Adopted: May 16, 2001 Hanford, California

Revised:

Hanford ESD

Administrative Regulation

Sale And Disposal Of Books, Equipment And Supplies

AR 3270

Business and Noninstructional Operations

Instructional Materials

Surplus or undistributed obsolete instructional materials that are usable for educational purposes may be sold by the district. Alternatively, such materials may be donated to:~~The~~ (Education Code 60510)

1. Another district, county free library, or other state institution
2. A United States public agency or institution
3. A nonprofit charitable organization
4. Children or adults in California or foreign countries for the purpose of increasing the general literacy of the people

(cf. 0440 - District Technology Plan)

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

(cf. 6161.11 - Supplementary Instructional Materials)

(cf. 6163.1 - Library Media Centers)

Any organization, agency, or institution receiving obsolete instructional materials donated by the district shall certify to the Governing Board that it agrees to make no charge to any persons to whom it gives or lends these materials. (Education Code 60511)

At least 60 days before selling or donating surplus or undistributed obsolete instructional materials, the Superintendent or designee shall notify the public of the district's intention to do so through a public service announcement on a local television station, in a local newspaper, or by other means that will most effectively reach the entities described above. Representatives of those entities and members of the public also shall be notified of the opportunity to address the Board regarding the distribution of these materials.

(cf. 9323 - Meeting Conduct)

Surplus or undistributed obsolete instructional materials which are unusable or which cannot be

distributed as specified above may be disposed of by either of the following: (Education Code 60530)

1. Mutilated as not to be salable as instructional materials and sold for scrap or for use in the manufacture of paper pulp or other substances at the highest obtainable price
2. Destroyed by any economical means, provided that the materials are not destroyed until at least 30 days after the district has given notice to all persons who have filed a request for such notice

(cf. 3510 - Green School Operations)

(cf. 3511.1 - Integrated Waste Management)

Equipment/Supplies Acquired with Federal Funds

When the district has a need to replace equipment originally purchased with funds from a federal grant or subgrant, it may, subject to the approval of the agency that awarded the grant, trade in the original equipment or sell the property and use the proceeds to offset the cost of the replacement property. (34 CFR 80.32)

When any original or replacement equipment or supplies acquired under a federal grant or subgrant are no longer needed for the original project or program or for other federally supported activities, the district may retain or sell such items or, if the item has a current fair market value of less than \$5,000, may otherwise of Trustees may dispose of the item in a manner approved by the Board. Whenever the district sells equipment or supplies that have a current fair market value of \$5,000 or more, it shall provide an amount to the federal agency equal to the agency's share of the current market value of the equipment or the proceeds from the sale of the equipment or supplies. (34 CFR 80.32-80.33)

In the event that the district is provided equipment that is federally owned, the district shall request disposition instructions from the federal agency when it no longer needs the equipment. (34 CFR 80.32)

Other Personal Property

The district may sell other surplus or obsolete district-owned personal property through belonging to the district by any of the following methods:

~~1.~~

~~If the Board members attending a meeting unanimously agree that the property is worth no more than \$2,500, the Board may designate any district employee to sell the property without advertising. (Education Code 17546)~~

2. The Superintendent or designee Board may advertise for bids by posting a notice and either sell the property to the highest responsible bidder or reject all bids. (Education Code 17545)

~~Notice for bids shall be posted~~ in at least three public places in the district for at least two weeks, or ~~by publishing a notice published~~ at least once a week for at least two weeks in a newspaper having a general circulation in the district and, if possible, ~~publishing published~~ within the district. The district shall sell the property to the highest responsible bidder or shall reject all bids. (Education Code 17545, 17548)

Property for which no qualified bid has been received may be sold, without further advertising, by the Superintendent or designee. (Education Code 17546)

(cf. 3311 - Bids)

23. The ~~Board may authorize the sale of the~~ property may be sold by means of a public auction conducted by district employees, employees of other public agencies, or by contract with a private auction firm. ~~Notice related to the auction shall be posted or published as described in item #2 above.~~ (Education Code 17545)

3. The district may sell the property without~~4. Without~~ advertising for bids under any of the following conditions:

a. The ~~the~~ Board members in attendance at a meeting have unanimously determined that the property does not exceed \$2,500 in value. (Education Code 17546)

(cf. 9323.2 - Actions by the Board)

b. The district sells~~may sell~~ the property to agencies of the federal, state, or local government, to any other school district, or to any agency eligible under the federal surplus property law and~~(40 USC 484(j)(3)). In such cases,~~ the sale price equals~~shall equal~~ the cost of the property plus the estimated cost of purchasing, storing, and handling. (Education Code 17540; 40 USC 549)

c. The district sells or leases ~~5. Without advertising for bids, the Board may sell or lease~~ the property to agencies of the federal, state, or local government or to any other school district and~~, In such cases,~~ the price and terms of the sale or lease are~~shall be~~ fixed by the Board and approved by the County Superintendent of Schools. (Education Code 17542)

6. ~~If the Board members attending a meeting unanimously find that the value of the property is insufficient to defray the costs of arranging a sale, the property may be donated to a charitable organization deemed appropriate by the Board or may be disposed of by dumping. (Education Code 17546)~~

Money received from the sale of surplus personal property shall be either deposited in the district reserve or general fund or credited to the fund from which the original purchase was made. (Education Code 17547)

(cf. 3100 - Budget)

~~(6/96 11/09) 10/15 Surplus or undistributed obsolete instructional materials that are usable for educational purposes may be donated to any Board of Trustees, county free library or other state institution; any United States public agency or institution; any nonprofit charitable organization; or children or adults in California or foreign countries for the purpose of increasing literacy. They also may be sold to any organization that agrees to use the materials for educational purposes. (Education Code 60510)~~

~~Any organization, agency or institution receiving obsolete instructional materials from the district shall certify to the Board that it agrees to use the materials for educational purposes and make no charge to any persons to whom the materials are given or lent. (Education Code 60511)~~

~~Surplus or undistributed obsolete instructional materials which are unusable or which cannot be distributed as specified above may be disposed of by either of the following: (Education Code 60530)~~

- ~~1. — By being mutilated so as not to be salable and sold for scrap at the highest obtainable price~~
- ~~2. — By being destroyed by any economical means at least 30 days after the Board has given notice to all persons who have requested such notice~~

~~(cf. 9323.2 — Actions by the Board)~~

School Buses

~~Upon receiving a state apportionment for the replacement of a school bus, the Board may sell the bus that is being replaced to another California school district if the following conditions are met: (Education Code 42303)~~

- ~~1. — The other district is replacing a bus that is in service and has not been designated a temporary school bus pursuant to Education Code 42291.5.~~
- ~~2. — The bus being replaced by the other district is older than the bus that is being sold by this district.~~
- ~~3. — The bus being replaced by the other district is not sold to a third school district.~~
- ~~4. — The other district, by Board resolution, holds the state and this district harmless for any liability that may result from the bus that this district is selling.~~
- ~~5. — The proceeds from the sale of the bus shall be used by this district for home to school~~

~~transportation purposes.~~

~~6. — Before the sale is finalized, the bus being sold is in compliance with all relevant provisions of the Vehicle Code and 13 CCR.~~

Regulation HANFORD ELEMENTARY SCHOOL DISTRICT
approved: January 15, 1997 Hanford, California
~~reviewed~~Revised: May 16, 2001
Revised:

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Dr. Paul J. Terry

FROM: David Endo

DATE: 02/29/2016

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☒ Information
☐ Action

Date you wish to have your item considered: 03/09/16

ITEM: Receive the following revised Board Policy and Administrative Regulation for information:

AR 3512 - Equipment

PURPOSE: Regulation updated to define "equipment," provide that district equipment shall be used primarily for educational purposes or other district operations. Regulation also adds material related to equipment inventories, the sale or disposal of equipment, and the purchase of equipment with federal funds.

FISCAL IMPACT: None

RECOMMENDATIONS: Consider for adoption at the next Board Meeting.

Hanford ESD

Administrative Regulation

Equipment

AR 3512

Business and Noninstructional Operations

District equipment shall be used primarily for educational purposes. Employees and/or to conduct students shall use district business equipment only for school-related tasks. The Superintendent or designee shall ensure that all employees, students, and other users understand the appropriate that personal use of district equipment is prohibited and that any misuse a violation may be cause for disciplinary action or loss of user privilege.

(cf. 0440 - District Technology Plan)

(cf. 3515.4 - Recovery for Property Loss or Damage)

(cf. 3540 - Transportation)

(cf. 3551 - Food Service Operations/Cafeteria Fund)

(cf. 4040 - Employee Use of Technology)

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

(cf. 5142 - Safety)

(cf. 5144 - Discipline)

(cf. 6000 - Concepts and Roles)

(cf. 6163.4 - Student Use of Technology)

~~The district shall provide comparable basic equipment and supplies for all classes. When equipment cannot be supplied to every class, the Superintendent or designee shall ensure that it will be shared within and among the schools.~~

~~(cf. 6000 - Concepts and Roles)~~

(cf. 6171 - Title I Programs)

School~~When school equipment is not being used by students or employees, school-connected organizations may be granted reasonable use of the equipment for school-related matters as long as it does not interfere with the use by students or employees or otherwise disrupt district operations.~~

(cf. 1230 - School-Connected Organizations)

(cf. 1330 - Use of School Facilities)

The Superintendent or designee shall approve the transfer of any district equipment from one work site to another and the removal of any district equipment for off-site use. When any

equipment is taken off site, the borrower is responsible for its safe return and shall be fully liable for any loss or damage.

Employees transferred to another work site shall take with them only those personal items that have been purchased with their own funds unless otherwise authorized by the Superintendent or designee or applicable Board policy.

The Superintendent or designee shall maintain an inventory of all equipment currently valued in excess of \$500. (Education Code 35168; 5 CCR 3946)

(cf. 3440 - Inventories)

When equipment is unusable or is no longer needed, it may be sold, donated, or disposed of in accordance with Education Code 17540-17555 or 34 CFR 80.32, as applicable.

(cf. 3270 - Sale and Disposal of Books, Equipment and Supplies)

Equipment Acquired ~~with~~^{by} Federal Funds

The Superintendent or designee shall obtain prior written approval from the California Department of Education or other awarding agency before purchasing equipment with federal funds.

(cf. 3300 - Expenditures and Purchases)

All equipment purchased for federal programs funded through the consolidated application pursuant to Education Code 64000-64001 shall be labeled with the name of the project, identification number, and name of the district. (5 CCR 3946)

For any equipment acquired in whole or in part with federal funds, the Superintendent or designee shall develop adequate maintenance procedures to keep the property in good condition. He/she shall also develop adequate safeguards to prevent loss, damage, or theft of the property and shall investigate any loss, damage, or theft. (34 CFR 80.32)

(cf. 3530 - Risk Management/Insurance)

(cf. 4156.3/4256.3/4356.3 - Employee Property Reimbursement)

Equipment purchased for use in a federal program shall be used in that program as long as needed, whether or not the program continues to be supported by federal funds. ~~The~~^{When no longer needed for the original program, the} equipment may be used in other activities currently or previously supported by a federal agency ~~when such use does not interfere with the work on the project or program for which it was originally acquired or when use of the equipment is no longer needed for the original program.~~^{when such use does not interfere with the work on the project or program for which it was originally acquired or when use of the equipment is no longer needed for the original program.} (34 CFR 80.32)

~~Each principal or designee shall ensure that the following management provisions are established and maintained for equipment acquired in whole or in part with federal funds until such property is disposed: (34 CFR 80.32)~~

~~1. A control system shall be developed to ensure adequate safeguards to prevent loss, damage or theft of the property. Any loss, damage or theft shall be investigated.~~

~~2. Adequate maintenance procedures shall be developed to keep the property in good condition.~~

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

~~(cf. 4156.3/4256.3/4356.3—Employee Property Reimbursement)~~

Legal Reference:–

EDUCATION CODE–

[17540-17542 Sale or lease of personal property by one district to another](#)

[17545-17555 Sale of personal property](#)

[17605 Delegation of authority to purchase supplies and equipment](#)

35160 Authority of [governing boards](#)~~Board of Trustees~~

35168 Inventory of equipment

[64000-64001 Consolidated application process](#)

CODE OF REGULATIONS, TITLE 5

3946 Control, safeguards, disposal of equipment purchased with state and federal consolidated application funds

4424 Comparability of services

16023 Class 1 - Permanent records

[UNITED STATES CODE, TITLE 20](#)

[6321 Fiscal requirements](#)

CODE OF FEDERAL REGULATIONS, TITLE 34

80.1-80.52 Uniform administration requirements for grants to state and local governments

~~[UNITED STATES CODE, TITLE 20](#)~~

~~[6321 Fiscal requirements](#)~~

[Management Resources:](#)

[CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS](#)

Policy HANFORD ELEMENTARY SCHOOL DISTRICT

Adopted: May 16, 2001 Hanford, California

Revised: ÷

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Dr. Paul J. Terry

FROM: David Endo

DATE: 02/29/2016

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☒ Information
☐ Action

Date you wish to have your item considered: 03/09/16

ITEM: Receive the following revised Exhibit for information:
E 3553

PURPOSE: The United States Department of Agriculture (USDA) requires that school districts ensure sufficient funds are being provided by meals served to students that are not eligible for free or reduced meals. As such, the USDA requires districts that charge less than \$2.78 per paid student meal to increase the paid lunch price or provide non-federal support to the food service account. Since the District currently charges \$1.35 per a paid student lunch, at a minimum the district would need to increase the cost to \$1.40 per a paid student meal to comply with the guidance. Additionally, the District is recommending a similar increase to the paid adult lunch (without milk) from \$2.40 to \$2.50.

FISCAL IMPACT: The increase in paid lunches should generate approximately \$6,000 in additional revenue next fiscal year.

RECOMMENDATIONS: Consider for adoption at the next Board Meeting.

Exhibit

Free And Reduced Price Meals

E 3553

Business and Noninstructional Operations

CAFETERIA PRICES LIST

CAFETERIA PRICES

The prices for cafeteria meals, by Board adoption, shall be as follows:

Lunch Program (Effective July 1, ~~2015~~2016)

Student Lunch	\$1.35 <u>\$1.40</u>
Reduced Price Lunch	\$0.00
Student Milk Only	\$0.30
Adult Lunch without Milk	\$2.40 <u>\$2.50</u>
Adult Milk Only	\$0.30

Breakfast Program (Effective February 1, 2015)

Student Breakfast	\$0.60
Reduced Price Breakfast	\$0.00
Adult Breakfast	\$1.10

Exhibit HANFORD ELEMENTARY SCHOOL DISTRICT

version: June 15, 2011 Hanford, California

revised: April 10, 2013

revised: March 17, 2014

revised: January 14, 2015

revised:

HANFORD ELEMENTARY SCHOOL DISTRICT
Human Resources Department
AGENDA REQUEST FORM

TO: Dr. Paul Terry

FROM: Jaime Martinez

DATE: February 29, 2016

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

(X) Information
() Action

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **March 9, 2016**

ITEM: Receive the following revised Administrative Regulation for information.

PURPOSE: The following Administrative Regulation reflects changes (see underlined and strikeouts) that are necessary to align with current practices and procedures as well as recommendations by CSBA due to State and federal law mandates as well as Education Code changes.

- AR 4119.11 – Sexual Harassment (revised)

FISCAL IMPACT: None.

RECOMMENDATION: Consider for adoption at next regular board meeting.

All Personnel

AR 4119.11(a)

4219.11

SEXUAL HARASSMENT

4319.11

The Board of Trustees desires to provide district employees with a working environment that is free from sexual harassment. In order to achieve this end, the Board prohibits sexual harassment of district employees by anyone, in any manner.

The Board also prohibits retaliation of any kind against a district employee or other person who complains, testifies, or otherwise participates in the complaint process pursuant to Board policy and administrative regulations.

For the purposes of this policy, "district employees" shall include applicants for employment in the district.

Definitions

Prohibited sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature made against another person of the same or opposite sex gender, in the work or educational setting, when: (Education Code 212.5; Government Code 12940; 5 CCR 4916)

1. Submission to the conduct is made explicitly or implicitly, either expressly or by implication, a term or condition of the individual's employment.;
2. Submission to or rejection of such conduct by the individual is used as the basis for an employment decision affecting him/her.;
3. The conduct has the purpose or effect of having a negative impact upon ~~unreasonably interfering with the other individual's work~~ or has the purpose or effect of performance; creating an intimidating, hostile, or offensive work environment.;; Regardless of whether or not the alleged harasser was motivated by sexual desire, the conduct is sufficiently severe, persistent, pervasive, or objectively offensive as to create a hostile or abusive working environment or to limit the ~~or of adversely affecting the other individual's~~ ability to participate in or benefit from an ~~evaluation, advancement, assigned duties, or any other condition of education~~ program or activity, employment or career development; and/or
4. Submission to or rejection of the conduct by the other individual is used as the basis for any decision affecting him/her regarding benefits, services, honors, programs or activities available at or through the district.

5. _____

AR 4119.11(b)
4219.11
4319.11

SEXUAL HARASSMENT

Other examples of actions that might constitute sexual harassment, whether committed by a supervisor, a co-worker ~~an employee~~, or a non-employee, in the work or educational setting include, but are not limited to:

- 1a. Unwelcome verbal conduct such as sexual flirtations or propositions; graphic comments about an individual's body; overly personal conversations or pressure for sexual activity; sexual jokes or stories; unwelcome sexual slurs, epithets, threats, innuendoes, derogatory comments, sexually degrading descriptions, or the spreading of sexual rumors
- 2b. Unwelcome visual conduct such as drawings, pictures, graffiti, or gestures; ~~or~~ sexually explicit emails ~~e-mails~~; displaying sexually suggestive objects
- 3e. Unwelcome physical conduct such as massaging, grabbing, fondling, stroking, or brushing the body; touching an individual's body or clothes in a sexual way; cornering, blocking, leaning over, or impeding normal movements
- ~~d. Prohibited sexual harassment may also include any act of retaliation against an individual who reports a violation of the district's sexual harassment policy or who participates in the investigation of a sexual harassment complaint.~~

Training

The Superintendent or designee shall ensure that all employees receive training regarding the district's sexual harassment policies when hired and periodically thereafter. Such training shall include the procedures for reporting and/or filing complaints involving an employee, employees' duty to use the district's complaint procedures, and employee obligations when a sexual harassment report involving a student is made to the employee.

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 4030 - Nondiscrimination in Employment)

(cf. 4117.4 - Dismissal - Certificated Personnel)

(cf. 4118 - Suspension/Compulsory Leave - Certificated Personnel)

(cf. 4218 - Dismissal/Disciplinary Action - Classified Personnel)

(cf. 4318 - Disciplinary Action - Management, Supervisory, and Confidential Employees)

(cf. 5145.7 - Sexual Harassment)

Training

AR 4119.11(c)
4219.11

SEXUAL HARASSMENT

4319.11

~~Every~~ By January 1, 2006, and every two years thereafter, the Superintendent or designee shall ensure that supervisory employees receive at least two hours of classroom or other effective interactive training and education regarding sexual harassment. All such newly hired or promoted supervisory employees shall receive training within six months of their assumption of the new supervisory position. (Government Code 12950.1)

A supervisory employee is any employee with the authority to hire, transfer, suspend, lay off, promote, discharge, assign, reward, or discipline other employees, or to effectively recommend such action.

The district's sexual harassment training and education program for supervisory employees shall include the provision of: (Government Code 12950.1; 2 CCR 11023)

1. ~~i~~Information and practical guidance regarding ~~the~~ federal and state ~~statutory laws~~ on the prohibition against and the prevention and correction of sexual harassment, and the remedies available to the victims of sexual harassment in employment.
2. ~~The training shall also include p~~Practical examples aimed at instructing supervisors in the prevention of harassment, discrimination, and retaliation. ~~(Government Code 12950.1)~~
3. A component on the prevention of abusive conduct that addresses the use of derogatory remarks, insults, or epithets, other verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, and the gratuitous sabotage or undermining of a person's work performance
4. A copy of the district's sexual harassment policy and administrative regulation, which each participant shall acknowledge in writing that he/she has received
5. All other contents of mandated training specified in 2 CCR 11023

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 11023)

Notifications

A copy of the Board policy and this administrative regulation shall: (Education Code 231.5)

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

AR 4119.11(d)
4219.11

SEXUAL HARASSMENT

4319.11

2. Be provided to ~~every district employee~~ each faculty member, all members of the administrative staff, and all members of the support staff at the beginning of the first quarter or semester of the school year, or whenever a new employee is hired

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

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

All employees shall receive either a copy of information sheets prepared by the California Department of Fair Employment and Housing (DFEH) or a copy of district information sheets that contain, at a minimum, components on: (Government Code 12950)

- 1a. The illegality of sexual harassment
- 2b. The definition of sexual harassment under applicable state and federal law
- 3e. A description of sexual harassment, with examples
- 4d. The district's complaint process available to the employee
- 5e. The legal remedies and complaint process available through DFEH and the Equal Employment Opportunity Commission (EEOC)
- 6f. Directions on how to contact DFEH and the EEOC
- 7g. The protection against retaliation provided by 2 CCR 110217287.8 for opposing harassment prohibited by law or for filing a complaint with, or otherwise participating in an investigation, proceeding or hearing conducted by DFEH and the EEOC.

In addition, the district shall post, in a prominent and accessible location, DFEH's poster on discrimination in employment and the illegality of sexual harassment. (Government Code 12950)

Regulation

Approved: May 5, 1993

Revised: November 7, 2001

Revised: February 9, 2005

Revised: December 14, 2005

Revised: _____, 2016

HANFORD ELEMENTARY SCHOOL DISTRICT

Hanford, California

HANFORD ELEMENTARY SCHOOL DISTRICT
Human Resources Department
AGENDA REQUEST FORM

TO: Dr. Paul Terry

FROM: Jaime Martinez

DATE: February 29, 2016

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

(X) Information
() Action

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **March 9, 2016**

ITEM: Receive the following revised Administrative Regulation for information.

PURPOSE: The following Administrative Regulation reflects changes (see underlined and strikeouts) that are necessary to align with current practices and procedures as well as recommendations by CSBA due to State and federal law mandates as well as Education Code changes.

- AR 4161.11 – Industrial Accident/Illness Leave (revised)

FISCAL IMPACT: None.

RECOMMENDATION: Consider for adoption at next regular board meeting.

All Personnel

AR 4161.11(a)
 4261.11
 4361.11

INDUSTRIAL ACCIDENT/ILLNESS LEAVE

An eligible employee shall be entitled to a leave of absence for an industrial accident or illness arising in the course of his/her assigned duties. (Education Code 44984, 45192)

(cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light-Duty Assignment)

(cf. 4157/4257/4357 - Employee Safety)

(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)

(cf. 4157.2/4257.2/4357.2 - Ergonomics)

(cf. 4161/4261/4361 - Leaves)

For such leave, the employee shall be granted no more than 60 working days in any one fiscal year for the same industrial accident or illness.

To be eligible for industrial accident or illness leave, a classified employee shall have reached permanency in the district as defined in the Collective Bargaining Agreement.

Allowable industrial accident or illness leave shall not be accumulated from year to year. (Education Code 44984, 45192)

When an employee is absent from his/her duties because of an industrial accident or illness: (Education Code 44043, 44044, 44984, 45192)

1. The leave shall start on the first day of absence.
2. During the period of absence, the employee shall be paid such portion of his/her wage or salary that, when added to the award granted under state workers' compensation laws, will not exceed his/her normal wage or salary.
3. The leave shall be reduced by one day for each day of authorized absence, regardless of an award granted under workers' compensation laws.
4. When the leave overlaps into the next fiscal year, the employee is entitled to only the amount of unused leave due the employee for the same illness or injury.

During any paid leave of absence, the workers' compensation administrator shall send the district any workers' compensation checks received on account of an industrial accident or illness. The Superintendent or designee shall then issue payment of the employee's normal wage or salary less any appropriate deductions, including, but not limited to, employee retirement contributions. (Education Code 44043)

~~Any employee receiving benefits under this leave shall, during periods of injury or illness, remain within California unless the Governing Board authorizes travel outside the state. (Education Code 44984, 45192)~~

AR 4161.11(b)
4261.11
4361.11

INDUSTRIAL ACCIDENT/ILLNESS LEAVE

Absence for industrial accident or illness shall not be considered a break in service of the employee. An employee using such leave shall retain all status and benefits to which he/she would otherwise be entitled.

(cf. 4116 - Probationary/Permanent Status)
(cf. 4154/4254/4354 - Health and Welfare Benefits)
(cf. 4216 - Probationary/Permanent Status)

When available industrial accident or illness leave has been exhausted, the employee shall be so notified in writing and shall be offered an opportunity to request any additional paid or unpaid leave available to the employee. (Education Code 45192)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

Upon expiration of allowable leave for an industrial accident or illness, the employee may use personal illness and injury leave provided pursuant to Education Code 44977, 44978, 44983, or 45191, as applicable, provided that such leave, when added to any continuing workers' compensation award, does not result in a payment to the employee of more than his/her full wage or salary. (Education Code 44984, 45192)

(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)
(cf. 4261.1 - Personal Illness/Injury Leave)

If a certificated employee is unable to resume the duties of his/her position after exhausting all accumulated sick leave, including the consecutive five-month period provided by Education Code 44977, he/she shall, if not placed in another position, be placed on a reemployment list for a period of 24 months if he/she is a probationary employee or 39 months if he/she is a permanent employee. If the employee becomes medically able to resume duties during the period of reemployment eligibility, he/she shall be returned to employment in a position for which he/she is credentialed and qualified. (Education Code 44978.1)

If a classified employee has exhausted all available leaves of absence, paid or unpaid, and is not medically able to resume the duties of his/her position, he/she shall, if not placed in another position, be placed on a reemployment list for a period of 39 months. If he/she becomes medically able to resume duties during the period of reemployment eligibility, he/she shall be employed in a vacant position in the class of his/her previous assignment over all other candidates except those on a reemployment list established because of lack of work or lack of funds, in which case the employee shall be listed in accordance with seniority regulations. If the employee is medically released to return to duty but fails to accept an appropriate assignment, he/she shall be dismissed. (Education Code 45192)

(cf. 4217.3 - Layoff/Rehire)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

AR 4161.11(c)
 4261.11
 4361.11

INDUSTRIAL ACCIDENT/ILLNESS LEAVE

Legal Reference:

EDUCATION CODE

44043 Temporary disability

44044 Temporary disability checks; waiver of endorsement to district

44977 Salary deductions during absence from duties

44978 Provisions for certificated employee sick leave

44978.1 Inability of certificated employee to return to duty; placement in another position or on reemployment list

44983 Exception to sick leave

44984 Industrial accident and illness leave, certificated employees

45191 Personal illness and injury leave, classified employees

45192 Industrial accident and illness leave, classified employees

LABOR CODE

3200-6002 Workers' compensation

Management Resources:

WEB SITES

Department of Industrial Relations: <http://www.dir.ca.gov>

Regulation

approved: 02/12/14

revised: ____/____/16

HANFORD ELEMENTARY SCHOOL DISTRICT

Hanford, California

PUBLIC NOTICE HEARING**Extended School Year Waiver Request**

In accordance with Education Code Section 56345, the Hanford Elementary School District will hold a public hearing regarding an application for the 2015-2016 Extended School Year, which would allow the Hanford Elementary School District to operate the Extended School Year program for special education students that would meet the required instructional hours, but be completed within the month of June. The date, time and place are as follows:

Place: Hanford Elementary School District
District Office Board Room
714 N. White Street
Hanford, CA 93230

Date: March 9, 2016

Time: 6:20 p.m.

At the public hearing, the Board of Trustees of the Hanford Elementary School District will determine through public input to determine the feasibility of submitting an application to the California Department of Education for a waiver for the 2015-2016 Extended School Year. Any inquiries regarding this matter should be directed to:

Karen McConnell
Assistant Superintendent of Special Services
Hanford Elementary School District
714 N. White Street
Hanford, CA 93230
(559) 585-3617

Posted:

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Dr. Paul J. Terry

FROM: Karen McConnell

DATE: February 10, 2016

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: March 9, 2016

ITEM: Application for Extended School Year Waiver for Special Education

PURPOSE: Public hearing to take public input regarding the request to apply for a waiver with the California Department of Education for an Extended School Year (ESY) waiver for the 2015-2016 school year. This waiver application would include the required operational hours required under the Education Code, but request that ESY be operated fully within the month of June. Upon the close of the public hearing, the waiver application requires that the Board take action on the waiver request.

FISCAL IMPACT: No change to the current fiscal costs to operate the program.

RECOMMENDATIONS: Approve

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Dr. Paul J. Terry

FROM: Karen McConnell

DATE: February 25, 2016

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: March 9, 2016

ITEM: Receive recommended revisions to Administrative Regulation 5141.31 & Board Policy 5141.31 – Immunizations

PURPOSE: Policy and regulation updated to reflect new law, SB 277, which limits the personal beliefs exemption. Regulation also reflects provisions of SB 277 which (1) require districts to ensure that students advancing to grade 7 are fully immunized against all specified diseases, (2) state that students with disabilities must be provided special education and related services regardless of their immunization status, and (3) exempt students from immunization requirements who are enrolled in an independent study program and who do not receive classroom-based instruction

FISCAL IMPACT: Unknown

RECOMMENDATIONS: Approve

Hanford ESD

Board Policy

Immunizations

BP 5141.31

Students

To protect the health of all students and staff and to curtail the spread of infectious diseases, the ~~Governing Board of Trustees~~ shall cooperate with state and local public health agencies to encourage and facilitate immunization of all district students against preventable diseases.

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

(cf. 5141.22 - Infectious Diseases)

(cf. 5141.26 - Tuberculosis Testing)

(cf. 6142.8 - Comprehensive Health Education)

Each student enrolling for the first time in a district elementary or secondary school, preschool, or child care and development program or, after July 1, 2016, enrolling in or advancing to grade 7 shall present an immunization record from any authorized private or public health care provider certifying that he/she has received all required immunizations in accordance with law. Students shall be excluded from school or exempted from immunization requirements only as allowed by law.

(cf. 5112.1 - Exemptions from Attendance)

(cf. 5112.2 - Exclusions from Attendance)

(cf. 5141.32 - Health Screening for School Entry)

(cf. 5148 - Child Care and Development)

(cf. 5148.3 - Preschool/Early Childhood Education)

~~Except to the extent otherwise authorized by law, each transfer student shall present evidence of immunization before he/she is admitted to school. Such evidence may include the child's personal immunization record from his/her authorized health care provider or his/her cumulative file from his/her previous school.~~

~~However, when necessary, a transfer student may be conditionally admitted for up to 30 school days while his/her immunization records are being transferred from the previous school. If these records do not arrive within 30 school days, the student shall present written documentation by an authorized health care provider showing that the required immunizations were received. If such documentation is not presented, the student shall be excluded from school until the required immunizations have been administered. (17 CCR 6070)~~

Each transfer student shall be requested to present his/her immunization record, if possible, upon registration at a district school.

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)
 (cf. 6173.2 - Education of Children of Military Families)

The Superintendent or designee may arrange for an authorized health care provider to administer immunizations at school to any student whose parent/guardian has consented in writing. At the beginning of the school year, parents/guardians shall be notified of their right to provide consent for the administration of an immunization to their child at school. (Education Code 49403)

(cf. 5141.3 - Health Examinations)
 (cf. 5141.6 - School Health Services)
 (cf. 5145.6 - Parental Notifications)

Legal Reference:

EDUCATION CODE

44871 Qualifications of supervisor of health
 46010 Total days of attendance
 48216 Immunization
 48853.5 Immediate enrollment of foster youth
 48980 Required notification of rights
 49403 Cooperation in control of communicable disease and immunizations
 49426 Duties of school nurses
 49701 Flexibility in enrollment of children of military families

[51745-51749.6 Independent study](#)

HEALTH AND SAFETY CODE

120325-120380 Immunization against communicable disease, especially:
 120335 Immunization requirement for admission
 120395 Information about meningococcal disease, including recommendation for vaccination
 120440 Disclosure of immunization information

CODE OF REGULATIONS, TITLE 5

430 Student records

CODE OF REGULATIONS, TITLE 17

6000-6075 School attendance immunization requirements

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act

UNITED STATES CODE, TITLE 42

11432 Immediate enrollment of homeless children

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy

Management Resources:

CALIFORNIA DEPARTMENT OF PUBLIC HEALTH

California Immunization Handbook for ~~Schools and~~ Child Care Programs, ~~July 2003 and~~
[Schools, August 2015](#)

[Guide to Immunizations Required for Child Care](#)

Guide to Immunizations Required for School Entry

[Parents' Guide to ~~the Requirements of the California School Immunization Law~~ Immunizations](#)

Required for ~~Parents of Children in or Entering School or~~ Child Care

Parents' Guide to Immunizations Required for School Entry

EDUCATION AUDIT APPEALS PANEL PUBLICATIONS

Guide for Annual Audits of Local Education Agencies and State Compliance Reporting, July 2015

U.S. DEPARTMENT OF EDUCATION GUIDANCE

Family Educational Rights and Privacy Act (FERPA) and H1N1, October 2009

WEB SITES

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

California Department of Public Health, Immunization Branch:

<http://www.cdph.ca.gov/programs/immunize>

California Department of Public Health, Shots for Schools: <http://shotsforschools.org>

Centers for Disease Control and Prevention: <http://www.cdc.gov>

Education Audit Appeals Panel: <http://www.eaap.ca.gov>

U.S. Department of Education: <http://www.ed.gov>

Policy HANFORD ELEMENTARY SCHOOL DISTRICT

Adopted: December 11, 2013 Hanford, California

Revised: January 22, 2014

Revised: February 24, 2016

Approved:

Hanford ESD

Administrative Regulation

Immunizations

AR 5141.31

Students

Required Immunizations

The Superintendent or designee shall provide parents/guardians, upon school registration, a written notice summarizing the state's immunization requirements.

The Superintendent or designee shall not unconditionally admit any student to a district elementary or secondary school, preschool, or child care and development program for the first time nor, after July 1, 2016, admit or advance any student to ~~specified~~ grade ~~levels~~ 7 unless the student has ~~presented~~ been fully immunized. The student shall present documentation of full immunization, in accordance with the age/grade and dose required by the California Department of Public Health (CDPH), against the following diseases: (Health and Safety Code 120335; 17 CCR 6020)

1. Measles, mumps, and rubella (MMR)
2. Diphtheria, tetanus, and pertussis (whooping cough) (DTP, DTaP, or Tdap)
3. Poliomyelitis (polio)
4. Hepatitis B
5. Varicella (chickenpox)
6. Haemophilus influenza type b (Hib meningitis)
7. Any other disease designated by the CDPH

(cf. 5141.22 - Infectious Diseases)

(cf. 5148 - Child Care and Development)

(cf. 5148.3 - Preschool/Early Childhood Education)

(cf. 6170.1 - Transitional Kindergarten)

However, full immunization against hepatitis B shall not be a condition by which the Superintendent or designee shall admit or advance any student to grade 7. (Health and Safety Code 120335)

A student who qualifies for an individualized education program (IEP), unless otherwise exempt, shall be fully immunized in accordance with Health and Safety Code 120335 and this regulation. However, the district shall continue to implement the student's IEP and shall not prohibit the student from accessing any special education and related service required by his/her IEP regardless of whether the student is fully immunized. (Health and Safety Code 120335)

(cf. 6159 - Individualized Education Program)

The student's immunization record shall be provided by the student's health care provider or from the student's previous school immunization record. ~~The record must show the date that each dose was administered.~~ The record must show at least the month and year for each dose, except that the day, month, and year must be shown for the MMR doses given during the month of the first birthday and for the Tdap dose given during the month of the seventh birthday. (17 CCR 6070)

Exemptions

Exemption from one or more immunization requirements shall be granted under ~~either~~ any of the following circumstances: ~~—(Health and Safety Code 120365, 120370; 17 CCR 6051)~~

1. The ~~student's~~ parent/guardian ~~provides files with the district~~ a written statement by a licensed physician, ~~physician's assistant or nurse practitioner that, due to the effect that the physical condition of the child is such, or medical circumstances of the student, one or more immunizations relating to the child are such, that immunization is not considered unsafe or are permanently not indicated, safe.~~ The ~~physician's~~ statement shall indicate the specific nature and probable duration of the medical condition or circumstances ~~that contraindicate immunization. In such circumstances, the student shall be exempted from one or more vaccines to the extent indicated by the physician's statement, including, but not limited to, family medical history, for which the physician does not recommend immunization.~~ (Health and Safety Code 120370; 17 CCR 6051)

~~2. —The student's parent/guardian provides a letter or affidavit documenting which immunizations required by Health and Safety Code 120355 have been given and which immunizations have not been given on the basis that they are contrary to the parent/guardian's beliefs.~~

Health and Safety Code 120365, which exempted a student from one or more immunization requirements if his/her parent/guardian stated in writing that the immunizations are contrary to his/her beliefs, was repealed by SB 277 (Ch. 35, Statutes of 2015). However, SB 277 also amended Health and Safety Code 120335 to provide that a personal beliefs exemption may be granted for any student whose parent/guardian files a letter or affidavit prior to January 1, 2016 stating his/her beliefs opposed to immunization, and that such exemption shall be effective until he/she enters the next grade span. For this purpose, Health and Safety Code 120335 defines three grade spans: birth through preschool, grades K-6 (including TK), and grades 7-12. For example, a student granted a personal beliefs exemption in preschool must be immunized when entering kindergarten, and a student granted such an exemption in grade 4 must be immunized when

entering grade 7. The district may revise item #2 to reflect grade levels offered by the district.

~~3. Homeless children and foster youth must be immediately enrolled even if they are unable to produce records normally required for enrollment, including medical records.~~

2. The student's parent/guardian files with the district, before January 1, 2016, a letter or written affidavit stating that an immunization is contrary to his/her personal beliefs, in which case the student shall be exempted from the immunization until he/she enrolls in the next applicable grade span requiring immunization (birth to preschool, grades K-6, grades 7-12). (Health and Safety Code 120335)

(cf. 6141.2 - Recognition of Religious Beliefs and Customs)

When a student transfers to a different school within the district or transfers into the district from another school district in California, his/her personal beliefs exemption filed before January 1, 2016, shall remain in effect until the next applicable grade span. A student transferring from a school outside the district shall present a copy of the personal beliefs exemption upon enrollment. When a student transfers into the district from outside California and presents a personal beliefs exemption issued by another state or country prior to January 1, 2016, the Superintendent or designee may consult with legal counsel regarding the applicable immunization requirements.

~~3. When immunization(s) are contrary to the parent/guardian's personal beliefs but there is good cause to believe that the student has been exposed to one of the communicable diseases listed in Health and Safety Code 120325, the student may be temporarily excluded from school until the local public health officer is satisfied that the student is no longer at risk of developing the disease.~~

~~On or after January 1, 2014, the parent/guardian shall also submit a form prescribed by the CDPH which includes a signed attestation by a health care practitioner that indicates he/she has provided the parent/guardian with information regarding the benefits and risks of the immunization and the health risks of the communicable diseases listed in Health and Safety Code 120335 to the person and the community. The parent/guardian shall sign a statement indicating that he/she has received this information. Neither the health care practitioner nor the parent/guardian shall sign these statements more than six months prior to the date that the student is subject to the immunization requirement. In lieu of the original form, the district shall accept a photocopy of the signed form or a letter by a health care practitioner that includes all information and attestations included on the form.~~

The student is enrolled in an independent study program pursuant to Education Code 51745-51749.6 and does not receive classroom-based instruction.

(cf. 6158 - Independent Study)

Conditional Enrollment

The Superintendent or designee may conditionally admit a student with documentation from an

authorized health care provider that: (Health and Safety Code 120340; 17 CCR 6000, 6035)

1. The student has not received all the immunizations required for his/her age group, but has commenced receiving doses of all required vaccines and is not due for any other doses at the time of admission.

2. The student has a temporary exemption from immunization for medical reasons pursuant to item #1 in the section "Exemptions" above.

The Superintendent or designee shall notify the student's parents/guardians of the date by which the student must complete all the remaining doses as specified in 17 CCR 6035.

(cf. 5145.6 - Parental Notifications)

In addition, a transfer student may be conditionally admitted for up to 30 school days while his/her immunization records are being transferred from the previous school. If such documentation is not presented within 30 days, the student shall be excluded from school until the required immunizations have been administered. (17 CCR 6070)

The Superintendent or designee shall review the immunization record of each student admitted conditionally every 30 days until that student has received all the required immunizations. If the student does not receive the required immunizations within the specified time limits, he/she shall be excluded from further attendance until the immunizations are received. (Health and Safety Code 120375; 17 CCR 6070)

The Superintendent or designee shall immediately enroll homeless students, foster youth, and students of military families even if their immunization records are missing or unavailable at the time of enrollment. School or district staff shall work with the student's prior school to obtain the student's immunization records or shall ensure that he/she is properly immunized. (Education Code 48853.5, 49701; Health and Safety Code 120341; 42 USC 11432)

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6173.2 - Education of Children of Military Families)

Exclusions Due to Lack of Immunizations

Any student without the required evidence of immunization may be excluded from school until the immunization is obtained or an exemption is granted in accordance with the section "Exemptions" above.

(cf. 5112.2 - Exclusions from Attendance)

(cf. 6183 - Home and Hospital Instruction)

Before an already admitted student is excluded from school attendance because of lack of immunization, the Superintendent or designee shall notify the parent/guardian that he/she has 10

school days to supply evidence of proper immunization or an appropriate exemption. (~~Education Code 48216; 17 CCR 6040~~)

This notice shall refer the parent/guardian to the student's usual source of medical care or, if the student has no usual source of medical care, then to the county health department or school immunization program, if any. (Education Code 48216; 17 CCR 6040)

(cf. 5141.6 - School Health Services)

The Superintendent or designee shall exclude from further attendance any already admitted student who fails to obtain the required immunization within 10 school days following the parent/guardian's receipt of the notice specified above, ~~unless the student is exempt from immunization for medical reasons or personal beliefs.~~ The student shall remain excluded from school until he/she provides written evidence that he/she has received a dose of each required vaccine due at that time. ~~The student shall also be reported to the attendance supervisor or principal.~~ (17 CCR 6055)

Exclusion Due to Exposure to Disease

If the district has good cause to believe that a student has been exposed to a disease listed in the section "Required Immunizations" above and his/her documentation of immunization does not show proof of immunization against that disease, that student may be temporarily excluded from the school until the local health officer informs the district in writing that he/she is satisfied that the student is no longer at risk of developing or transmitting the disease. (Health and Safety Code 120370)

Records

~~Conditional Enrollment~~

~~The Superintendent or designee may conditionally admit a student with documentation from an authorized health care provider that: (Health and Safety Code 120340; 17 CCR 6000, 6035)~~

- ~~1. The student has received some but not all required immunizations and is not due for any vaccine dose at the time of admission.~~
- ~~2. The student has a temporary exemption from immunization for medical reasons.~~

~~The Superintendent or designee shall notify the student's parents/guardians of the date by which the student must complete all the remaining doses when they become due as specified in 17 CCR 6035.~~

~~The Superintendent or designee shall review the immunization record of each student admitted conditionally every 30 days until that student has received all the required immunizations. If the student does not receive the required immunizations within the specified time limits, he/she shall be excluded from further attendance until the immunizations are received. (Health and Safety~~

~~Code 120375; 17 CCR 6070)~~

The Superintendent or designee shall record each new entrant's immunizations in the California School Immunization Record and retain it as part of the student's mandatory permanent student record. -District staff shall maintain the confidentiality of immunization records and may disclose such information to state and local health departments only in accordance with law. (Health and Safety Code 120375, 120440; 17 CCR 6070)

(cf. 5125 - Student Records)

~~Regulation — HANFORD ELEMENTARY SCHOOL DISTRICT
approved: December 11, 2013 — Hanford, California
revised: January 22, 2014~~

~~The district shall also retain in the mandatory student record any physician or health officer statement, personal beliefs letter or affidavit, reason for conditional enrollment, or any other documentation related to the student's immunization record or exemptions.~~

Audits

~~If an audit reveals deficiencies in the district's reporting procedures, the Superintendent or designee shall present the Board with a plan to remedy such deficiencies.~~

Regulation: HANFORD ELEMENTARY SCHOOL DISTRICT
Approved: December 11, 2013 Hanford, California
Revised: January 22, 2014
Revised: February 24, 2016
Approved:

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Board of Trustees

FROM: Paul J. Terry, Ed.D.

DATE: February 24, 2016

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: March 9, 2016

ITEM: Consider approval of the following revised Board Policy and Administrative Regulation:

- BP/AR 1312.3 – Uniform Complaint Procedures

PURPOSE: The following Board Policy and Administrative Regulation reflect changes (see underline and strikeouts) that are necessary to align with current practices and procedures as well as recommendations by CSBA due to the State and federal law mandates changes and Education Code changes.

FISCAL IMPACT: None

RECOMMENDATIONS: Adopt

Hanford ESD

Board Policy

Uniform Complaint Procedures

BP 1312.3

Community Relations

The Board of Trustees recognizes that the district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs. -The Board encourages the early, informal resolution of complaints whenever possible and appropriate. -To resolve complaints which cannot be resolved through such informal process, the Board shall adopt [thea](#) uniform system of complaint processes specified in 5 CCR 4600-4670 and the accompanying administrative regulation.

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

1. Any complaint alleging district violation of applicable state or federal law or regulations governing adult education programs, consolidated categorical aid programs, migrant education, career technical and technical education and training programs, child care and development programs, child nutrition programs, and special education programs (5 CCR 4610). Additionally, any above referenced complaint including child nutrition programs will be forwarded to the California Department of Education.

(cf. 3553 - Free and Reduced Price Meals)
 (cf. 3555 - Nutrition Program Compliance)
 (cf. 5141.4 - Child Abuse Prevention and Reporting)
 (cf. 5148 - Child Care and Development)
 (cf. 6159 - Individualized Education Program)
 (cf. 6171 - Title I Programs)
 (cf. 6174 - Education for English Language Learners)
 (cf. 6175 - Migrant Education Program)
 (cf. 6178 - Career Technical Education)
 (cf. 6178.1 - Work-Based Learning)
 (cf. 6178.2 - Regional Occupational Center/Program)
 (cf. 6200 - Adult Education)

2. Any complaint alleging [the occurrence of](#) unlawful discrimination (~~such as, including~~ discriminatory harassment, intimidation, or bullying), ~~in district programs and activities~~ against any person, based on his/her actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or based on his/her association with a

person or group with one or more of these actual or perceived characteristics, in district programs and activities, including, but not limited to, those funded directly by or that receive or benefit from any state financial assistance– (5 CCR 4610)

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 4030 - Nondiscrimination in Employment)

(cf. ~~4031—Complaints Concerning Discrimination in Employment~~)

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

(cf. 5145.7 - Sexual Harassment)

~~33. — Any complaint alleging bullying in district programs and activities, regardless of whether the bullying is based on a person's actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or based on his/her association with a person or group with one or more of these actual or perceived characteristics~~

~~(cf. 5131.2—Bullying)~~

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

(cf. 3260 - Fees and Charges)

(cf. 3320 - Claims and Actions Against the District)

45. Any complaint alleging that the district has not complied with legal requirements related to the implementation of the local control and accountability plan (Education Code 52075)

(cf. 0460 - Local Control and Accountability Plan)

56. Any complaint alleging that the district has not complied with legal requirements related to Physical Education Instructional minutes.

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

7. Any other complaint as specified in a district policy

The Board recognizes that alternative dispute resolution (ADR) can, depending on the nature of the allegations, offer a process to reach a resolution to the complaint that is agreeable to all parties. —One type of ADR is mediation, which shall be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. The Superintendent or designee shall ensure that the use of ADR is consistent with state and federal laws and regulations.

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

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

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

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

(cf. 4131 - Staff Development)
 (cf. 4231 - Staff Development)
 (cf. 4331 - Staff Development)

The Superintendent or designee shall maintain records of all UCP complaints and the investigations of those complaints. All such records shall be destroyed in accordance with applicable state law and district policy.

(cf. 3580 - District Records)

Non-UCP Complaints

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

1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services, the County Protective Services Division, and the appropriate law enforcement agency.
2. Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services and shall, for licensing-exempt facilities, be referred to the appropriate Child Development regional administrator.
3. Any complaint alleging employment discrimination shall be sent to the California Department of Fair Employment and Housing and the compliance officer shall notify the complainant by first class mail of the transfer.

4. Any complaint alleging fraud shall be referred to the California Department of Education.

In addition, the district's Williams Uniform Complaint Procedures, AR 1312.4, shall be used to investigate and resolve any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, or teacher vacancies and misassignments. (Education Code 35186)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

8200-8498 Child care and development programs

8500-8538 Adult basic education

18100-18203 School libraries

32289 School safety plan, uniform complaint procedures

35186 Williams uniform complaint procedures

48985 Notices in language other than English

49010-49013 Student fees

49060-49079 Student records

49490-49590 Child nutrition programs

52060-52077 Local control and accountability plan, especially

52075 Complaint for lack of compliance with local control and accountability plan requirements

52160-52178 Bilingual education programs

52300-52490 Career technical education

52500-52616.24 Adult schools

52800-52870 School-based program coordination

54400-54425 Compensatory education programs

54440-54445 Migrant education

54460-54529 Compensatory education programs

56000-56867 Special education programs

59000-59300 Special schools and centers

64000-64001 Consolidated application process

GOVERNMENT CODE

11135 Nondiscrimination in programs or activities funded by state

12900-12996 Fair Employment and Housing Act

PENAL CODE

422.55 Hate crime; definition

422.6 Interference with constitutional right or privilege

CODE OF REGULATIONS, TITLE 5

3080 Application of section

4600-4687 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1221 Application of laws

1232g Family Educational Rights and Privacy Act

1681-1688 Title IX of the Education Amendments of 1972

6301-6577 Title I basic programs

6801-6871 Title III language instruction for limited English proficient and immigrant students

7101-7184 Safe and Drug-Free Schools and Communities Act

7201-7283g Title V promoting informed parental choice and innovative programs

7301-7372 Title V rural and low-income school programs

12101-12213 Title II equal opportunity for individuals with disabilities

UNITED STATES CODE, TITLE 29

794 Section 504 of Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

2000d-2000e-17 Title VI and Title VII Civil Rights Act of 1964, as amended

2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964

6101-6107 Age Discrimination Act of 1975

CODE OF FEDERAL REGULATIONS, TITLE 28

35.107 Nondiscrimination on basis of disability; complaints

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy [Act](#)

100.3 Prohibition of discrimination on basis of race, color or national origin

104.7 Designation of responsible employee for Section 504

106.8 Designation of responsible employee for Title IX

106.9 Notification of nondiscrimination on basis of sex

110.25 Notification of nondiscrimination on the basis of age

Management Resources:

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

[Dear Colleague Letter: Title IX Coordinators, April 2015](#)

Questions and Answers on Title IX and Sexual Violence, April 2014

Dear Colleague Letter: Bullying of Students with Disabilities, August 2013

Dear Colleague Letter: Sexual Violence, April 2011

Dear Colleague Letter: Harassment and Bullying, October 2010

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

[U.S. DEPARTMENT OF JUSTICE PUBLICATIONS](#)[Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 2002](#)

WEB SITES

CSBA: <http://www.csba.org>California Department of Education: <http://www.cde.ca.gov>[Family Policy Compliance Office: http://familypolicy.ed.gov](#)U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

Policy HANFORD ELEMENTARY SCHOOL DISTRICT

adopted: May 16, 2001 Hanford, California

revised : April 5, 2006

revised: January 23, 2013

revised: October 23, 2013

revised: March 25, 2015

revised:

Hanford ESD

Administrative Regulation

Uniform Complaint Procedures

AR 1312.3

Community Relations

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

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 1312.2 - Complaints Concerning Instructional Materials)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

(cf. [4030 - Nondiscrimination](#)~~4031—Complaints Concerning Discrimination~~ in Employment)

Compliance Officers

The district designates the individual(s) identified below as the employee(s) responsible for coordinating the district's response to complaints and for complying with state and federal civil rights laws. The individual(s) also serve as the compliance officer(s) specified in AR 5145.3 - Nondiscrimination/Harassment as the responsible employee to handle complaints regarding sex discrimination. ~~The individual(s) shall receive and coordinate the investigation of complaints and shall ensure district compliance with law.~~

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

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

The compliance officer who receives a complaint may assign another compliance officer to investigate [and resolve](#) the complaint. ~~The compliance officer shall promptly notify the complainant if another compliance officer is [assigned](#) designated to [investigate](#) the complaint.~~

In no instance shall a compliance officer be [assigned](#)~~designated~~ to [investigate](#) a complaint [in which](#)~~if he/she is mentioned in the complaint or~~ has a [bias or](#) conflict of interest that would prohibit him/her from fairly investigating [or resolving](#) the complaint. Any complaint ~~filed~~ against or implicating a compliance officer may be filed with the Superintendent or designee.

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

(cf. 4331 - Staff Development)
(cf. 9124 - Attorney)

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

Notifications

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

The Superintendent or designee shall annually provide written notification of the district's UCP, including information regarding unlawful student fees and local control and accountability plan (LCAP) requirements, to students, employees, parents/guardians, the district advisory committee, school advisory committees, appropriate private school officials or representatives, and other interested parties. (Education Code 262.3, 49013, 52075; 5 CCR 4622)

(cf. 0420 - School Plans/Site Councils)
(cf. 0460 - Local Control and Accountability Plan)
(cf. 1220 - Citizen Advisory Committees)
(cf. 3260 - Fees and Charges)
(cf. 4112.9/4212.9/4312.9 - Employee Notifications)
(cf. 5145.6 - Parental Notifications)

The annual notification and complete contact information of the compliance officer(s) may be posted on the district web site and, if available, provided through district-supported social media.

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

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

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

The notice shall:

1. Identify the person(s), position(s), or unit(s) responsible for receiving complaints
2. Advise the complainant of any civil law remedies that may be available to him/her under state or federal ~~antidiscrimination~~discrimination laws, if applicable
3. Advise the complainant of the appeal process, including, if applicable, the complainant's right to take a complaint directly to the California Department of Education (CDE) or to pursue remedies before civil courts or other public agencies, such as the U.S. Department of Education's Office for Civil Rights (OCR) in cases involving unlawful discrimination (such as discriminatory harassment, intimidation, or bullying).
4. Include statements that:
 - a. The district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs.
 - b. The complaint review shall be completed within 60 calendar days from the date of receipt of the complaint unless the complainant agrees in writing to an extension of the timeline.
 - c. A complaint alleging retaliation ~~or~~ unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) must be filed not later than six months from the date it occurred, or six months from the date the complainant first obtained knowledge of the facts of the alleged unlawful discrimination. The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension.
 - d. A student enrolled in a public school shall not be required to pay a fee for his/her participation in an educational activity that constitutes an integral fundamental part of the district's educational program, including curricular and extracurricular activities.
 - e. The Board is required to adopt and annually update ~~the a local control and accountability plan (LCAP).~~ in a manner that includes meaningful engagement of parents/guardians, students, and other stakeholders in the development and/or review of the LCAP.

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

- f. The complainant has a right to appeal the district's decision to the CDE by filing a written appeal within 15 calendar days of receiving the district's decision.
- g. The appeal to the CDE must include a copy of the complaint filed with the district and a copy of the district's decision.
- h. Copies of the district's UCP are available free of charge.

District Responsibilities

All UCP-related complaints shall be investigated and resolved within 60 calendar days of the district's receipt of the complaint unless the complainant agrees in writing to an extension of the timeline. (5 CCR 4631)

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

All parties involved in the allegations shall be notified when a complaint is filed and when a decision or ruling is made. However, the compliance officer shall keep all complaints or allegations of retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) confidential except when disclosure is necessary to carry out the investigation, take subsequent corrective action, conduct ongoing monitoring, or maintain the integrity of the process. (5 CCR 4630, 4964)

Filing of Complaints~~Complaint~~

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

All complaints shall be filed in accordance with the following:

1. A written complaint alleging district violation of applicable state or federal law or regulations governing adult education programs, consolidated categorical aid programs, migrant education, career technical and technical education and training programs, child care and development programs, child nutrition programs, and special education programs may be filed by any individual, public agency, or organization. (5 CCR 4630)
2. Any complaint alleging noncompliance with law regarding the prohibition against requiring students to pay student fees, deposits, and charges or any requirement related to the LCAP may be filed anonymously if the complaint provides evidence, or information leading to evidence, to support an allegation of noncompliance. A complaint about a violation of the prohibition against the charging of unlawful student fees may be filed with the principal of the school. However, any such complaint shall be filed no later than one year from the date the

alleged violation occurred. (Education Code 49013, 52075; 5 CCR 4630-49013, 52075)

3. A complaint alleging unlawful discrimination (such as, including discriminatory harassment, intimidation, or bullying); may be filed only by a person who alleges that he/she personally suffered the unlawful discrimination or by a person who believes that an individual or any specific class of individuals has been subjected to it. ~~The~~ complaint shall be initiated no later than six months from the date when the alleged unlawful discrimination occurred, or six months from the date when the complainant first obtained knowledge of the facts of the alleged unlawful discrimination. ~~The~~ time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension. (5 CCR 4630)
4. When a complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) is filed anonymously, the compliance officer shall pursue an investigation or other response as appropriate, depending on the specificity and reliability of the information provided and the seriousness of the allegation.
5. When the complainant or alleged victim of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) requests confidentiality, the compliance officer shall inform him/her that the request may limit the district's ability to investigate the conduct or take other necessary action. ~~When~~ honoring a request for confidentiality, the district shall~~will~~ nevertheless take all reasonable steps to investigate and resolve~~respond~~ to the complaint consistent with the request.
6. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, district staff shall assist him/her in the filing of the complaint. (5 CCR 4600)

Mediation

Within three business days after the compliance officer receives the complaint, he/she may informally discuss with all the parties the possibility of using mediation. Mediation-Meditation shall be offered to resolve complaints that involve more than one student and no adult. ~~However,~~ mediation shall not be offered or used to resolve any complaint involving an allegation of sexual~~asexual~~ assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. ~~If~~ the parties agree to mediation, the compliance officer shall make all arrangements for this process.

Before initiating the mediation of a complaint alleging retaliation or, unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the compliance officer shall ensure that all parties agree to make the mediator a party to relevant confidential information. The compliance officer shall also notify all parties of the right to end the informal process at any time.

If the mediation process does not resolve the problem within the parameters of law, the

compliance officer shall proceed with his/her investigation of the complaint.

The use of mediation shall not extend the district's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time. ~~If mediation is successful and the complaint is withdrawn, then the district shall take only the actions agreed to through the mediation. If mediation is unsuccessful, the district shall then continue with subsequent steps specified in this administrative regulation.~~

Investigation of Complaint

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

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

In conducting the investigation, the compliance officer shall collect all available documents and review all available records, notes, or statements related to the complaint, including any additional evidence or information received from the parties during the course of the investigation. [He/she](#), shall individually interview all available witnesses with information pertinent to the complaint, and may visit any reasonably accessible location where the relevant actions are alleged to have taken place. To ~~investigate~~[resolve](#) a complaint alleging retaliation ~~or~~, unlawful discrimination [\(such as discriminatory harassment, intimidation, or bullying\)](#), the compliance officer shall interview the alleged victim(s), any alleged offenders, and other relevant witnesses privately, separately, and in a confidential manner. As necessary, additional staff or legal counsel may conduct or support the investigation.

A complainant's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or engagement in any other obstruction of the investigation may result in the dismissal of the complaint because of a lack of evidence to support the allegation. (5 CCR 4631)

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

The compliance officer shall apply a "preponderance of the evidence" standard in determining the veracity of the factual allegations in a complaint. ~~This standard is met if the allegation is more likely to be true than not.~~

Report of Findings

Unless extended by written agreement with the complainant, a final decision shall be sent to the complainant within 60 calendar days of the district's receipt of the complaint. ~~Within 30~~ calendar days of receiving the complaint, the compliance officer shall prepare and send to the complainant a written report ~~of the district's investigation and decision~~, as described in the section "Final Written Decision" below. If the complainant is dissatisfied with the compliance officer's decision, he/she may, within five business days, file his/her complaint in writing with the Board.

The Board may consider the matter at its next regular Board meeting or at a special Board meeting convened in order to meet the 60-day time limit within which the complaint must be answered. ~~The Board may decide not to hear the complaint, in which case the compliance officer's decision shall be final.~~

If the Board hears the complaint, the compliance officer shall send the Board's decision to the complainant within 60 calendar days of the district's initial receipt of the complaint or within the time period that has been specified in a written agreement with the complainant. (5 CCR 4631)

Final Written Decision

The district's decision on how it will resolve the complaint shall be in writing and shall be sent to the complainant. (5 CCR 4631)

In consultation with district legal counsel, information about the relevant part of a decision may be communicated to a victim who is not the complainant and to other parties that may be involved in implementing the decision or affected by the complaint, as long as the privacy of the parties is protected.

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

For all complaints, the decision shall include: (5 CCR 4631)

1. The findings of fact based on the evidence gathered. In reaching a factual determination, the following factors may be taken into account:
 - a. Statements made by any witnesses
 - b. The relative credibility of the individuals involved
 - c. How the complaining individual reacted to the incident

- d. Any documentary or other evidence relating to the alleged conduct
- e. Past instances of similar conduct by any alleged offenders
- f. Past false allegations made by the complainant
- 2. The conclusion(s) of law
- 3. Disposition of the complaint
- 4. Rationale for such disposition

———For complaints of retaliation or unlawful discrimination (such as, including discriminatory harassment, intimidation, or bullying),; the disposition of the complaint shall include a determination for each allegation as to whether retaliation or unlawful discrimination has occurred.

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

- a. How the misconduct affected one or more students' education
- b. The type, frequency, and duration of the misconduct
- c. The relationship between the alleged victim(s) and offender(s)
- d. The number of persons engaged in the conduct and at whom the conduct was directed
- e. The size of the school, location of the incidents, and context in which they occurred
- f. Other incidents at the school involving different individuals

5. Corrective action(s), including any actions that have been taken or will be taken to address the allegations in the complaint and including, with respect to a student fees complaint, a remedy that comports with Education Code 49013 and 5 CCR 4600

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

- a. The corrective actions imposed on the individual found to have engaged in the conduct that relate directly to the subject of the complaint
- b. Individual remedies offered or provided to the subject of the complaint
- c. Systemic measures the school has taken to eliminate a hostile environment and prevent

recurrence

6. Notice of the complainant's right to appeal the district's decision within 15 calendar days to the CDE and procedures to be followed for initiating such an appeal

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

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

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

Corrective Actions

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

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

1. Counseling
2. Academic support
3. Health services
4. Assignment of an escort to allow the victim to move safely about campus
5. Information regarding available resources and how to report similar incidents or retaliation

6. Separation of the victim from any other individuals involved, provided the separation does not penalize the victim
7. Restorative justice
8. Follow-up inquiries to ensure that the conduct has stopped and there has been no retaliation
9. Determination of whether any past actions of the victim that resulted in discipline were related to the treatment the victim received and described in the complaint

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

1. Transfer from a class or school as permitted by law
2. Parent/guardian conference
3. Education regarding the impact of the conduct on others
4. Positive behavior support
5. Referral to a student success team
6. Denial of participation in extracurricular or co-curricular activities or other privileges as permitted by law
7. Disciplinary action, such as suspension or expulsion, as permitted by law

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

If a complaint alleging noncompliance with the laws regarding student fees, deposits, and other charges or any requirement related to the LCAP is found to have merit, the district shall provide a remedy to all affected students and parents/guardians subject to procedures established by regulation of the State Board of Education. (Education Code 49013, 52075)

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

Appeals to the California Department of Education

Any complainant who is dissatisfied with the district's final written decision may file an appeal in writing with the CDE within 15 calendar days of receiving the district's decision. (Education Code 49013, 52075; 5 CCR 4632)

The complainant shall specify the basis for the appeal of the decision and whether the facts are incorrect and/or the law has been misapplied. ~~The~~ appeal shall be accompanied by a copy of the locally filed complaint and a copy of the district's decision. (5 CCR 4632)

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

1. A copy of the original complaint
2. A copy of the [written](#) decision
3. A summary of the nature and extent of the investigation conducted by the district, if not covered by the decision
4. A copy of the investigation file including, but not limited to, all notes, interviews, and documents submitted by the parties and gathered by the investigator
5. A report of any action taken to resolve the complaint
6. A copy of the district's uniform complaint procedures
7. Other relevant information requested by the CDE

Regulation HANFORD ELEMENTARY SCHOOL DISTRICT

approved: March 16, 1998 Hanford, California

revised: May 16, 2001

revised: April 5, 2006

revised: January 23, 2013

revised: October 23, 2013

revised: March 25, 2015

revised:

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Board of Trustees

FROM: Paul J. Terry, Ed.D.

DATE: February 24, 2016

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: March 9, 2016

ITEM: Consider approval of the following revised Board Bylaw:
• BB 9100 – Organization

PURPOSE: The following Board Bylaw reflect changes (see underline and strikeouts) that are necessary to align with current practices and procedures as well as recommendations by CSBA due to the State and federal law mandates changes and Education Code changes.

FISCAL IMPACT: None

RECOMMENDATIONS: Adopt

Hanford ESD

Board Bylaw

Organization

BB 9100

Board Bylaws

Annual Organizational Meeting

~~The~~

Each year, Board of Trustees shall hold an annual organizational meeting. In any year in which a regular election of district Board members is conducted, the organizational meeting shall be held within a 15-day period beginning from the date upon which a Board member elected at that election takes office. During non-election years, the meeting shall be held within the same 15-day period on the calendar. the time limits prescribed by law. (Education Code 35143)

The day and time of the annual meeting shall be selected by the Board at its regular meeting held immediately prior to the first day of the 15-day period. On behalf of the Board, the Superintendent shall notify the County Superintendent of Schools of the day and time selected. Within 15 days prior to the date of the annual meeting, the clerk of the Board, with the assistance of the Superintendent, shall notify in writing all Board members and members-elect of the date and time selected for the meeting. (Education Code 35143)

At this meeting the Board shall:

1. Elect a president and a clerk and/or vice president from its ~~members~~
2. Appoint the Superintendent as a secretary to the Board
3. Authorize signatures
4. Approve~~Develop~~ a schedule of regular meetings for the year and
5. ~~Develop~~ a Board governance calendar stating for the time when the Board will address important governance matters~~year~~
56. Designate Board representatives to serve on committees or commissions of the district, other public agencies, or organizations with which the district partners or collaborates

(cf. 9140 - Board Representatives)

6. Review and/or consider resources that define and clarify the Board's governance and leadership roles and responsibilities including, but not limited to, governance standards, meeting protocols, Board rules and bylaws, and other Board development materials

(cf. 9000 - Role of the Board)

(cf. 9005 - Governance Standards)

(cf. 9230 - Orientation)

(cf. 9240 - Board Development)

(cf. 9320 - Meetings and Notices)

(cf. 9323 - Meeting Conduct)

Election of Officers

The Board shall each year elect its entire slate of officers.

(cf. 9224 - Oath or Affirmation)

The election of Board officers shall be conducted during an open session of the annual organizational meeting.

Legal Reference:

EDUCATION CODE

5017 Term of ~~office~~Office

35143 Annual organizational meeting date, and notice

35145 Public meetings-

GOVERNMENT CODE

54953 Meetings to be open and public; attendance

ATTORNEY GENERAL OPINIONS

68 Ops.-Cal.-Atty.-Gen. 65 (1985)

59 Ops.-Cal.-Atty.-Gen. 619, 621-622 -(1976)

Bylaw HANFORD ELEMENTARY SCHOOL DISTRICT

adopted: September 19, 2001 Hanford, California

revised:

HANFORD ELEMENTARY SCHOOL DISTRICT
Human Resources Department
AGENDA REQUEST FORM

TO: Dr. Paul Terry

FROM: Jaime Martinez

DATE: February 29, 2016

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

☐ Information
☒ Action

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **March 9, 2016**

ITEM: Consider adoption of the following revised Administrative Regulation.

PURPOSE: The following Administrative Regulation reflects changes that are necessary to align with current practices and procedures as well as recommendations by CSBA due to State and federal law mandates and Education Code changes.

- AR 4112.23 – Special Education Staff (revised)

FISCAL IMPACT: None.

RECOMMENDATION: Adopt.

Certificated Personnel

AR 4112.23(a)

SPECIAL EDUCATION STAFFQualifications/Assignment of Special Education Teachers

Any ~~Teacher~~ teacher assigned to serve students with disabilities shall possess an appropriate credential or other authorization issued by the Commission on Teacher Credentialing (CTC) that specifically authorizes him/her to teach students with ~~that~~ the primary disability within the program placement recommended in the ~~student's~~ students' individualized education program (IEP). (5 CCR 80046.5, 1-80048.7, 9.4)

(cf. 4112.2 - Certification)

(cf. 4113 - Assignment)

(cf. 6159 – Individualized Education Program)

(cf. 6164.4 – Identification and Evaluation of Individuals for Special Education)

cf. 6164.6 - Identification and Education Under Section 504)

Special education teachers who teach core academic subjects shall possess the qualifications required by the No Child Left Behind Act. (5 CCR 6100-6126; 20 USC 1401, 6319, 7801; 34 CFR 200.55-200.57; 300.18; ~~5 CCR 6100-6126~~)

(cf. 4112.24 – Teacher Qualifications Under the No Child Left Behind Act))

The district may employ a person with an appropriate intern credential to provide classroom instruction to students with disabilities, provided he/she has met the subject matter requirement specified in Education Code 44325 and receives guidance, supervision, and professional development through an established district intern program. (Education Code 44325, 44326, 44830.3)

(cf. 4112.21 - Interns)

The Superintendent or designee may request ~~the Commission on Teacher Credentialing~~ that the (CTC) to issue a special education limited assignment teaching permit ~~to authorize~~ which authorizes a qualified special education teacher, with his/her written consent, to serve outside the specialty area of his/her credential. ~~In so doing, the district shall submit a Declaration of Need for Fully Qualified Educators that satisfies the requirements of 5 CCR 80026.~~ If the teacher has not yet obtained permanent status, the Superintendent or designee shall assign one or more experienced educators in the special education subject areas(s) of the permit, who have at least three years of full-time teaching experience in each of the subject area(s) of the permit, to provide guidance and assistance to the permit holder. (5 CCR 80026, 80027.1)

~~The~~ As needed, the district may ~~employ a person with~~ apply to the CTC for an emergency permit for resource specialist services pursuant to 5 CCR 80023.2 and 80024.3.1.

When requesting either a limited assignment teaching permit or an emergency resource specialist permit, the Superintendent or designee shall submit a Declaration of Need for Fully Qualified Educators that satisfies the requirements of 5 CCR 80026 and has been approved by the Board at a regularly scheduled Board meeting. (5 CCR 80026)

SPECIAL EDUCATION STAFF (continued)

If there is a need to immediately fill a classroom vacancy or a suitable credentialed teacher cannot be found after a diligent search, the Superintendent or designee may, as appropriate district, apply to the CTC for a short-term staff permit pursuant to 5 CCR 80021, a provisional internship pursuant to 5 CCR 80021.1, or, as a last resort, a credential to provide classroom instruction waiver.

Individuals providing related services to students with disabilities, provided he/she has met the subject matter requirement including developmental, corrective, and other supportive and related services, shall meet the applicable qualifications specified in 5 CCR 3051-3051.24. (5 CCR 3051; 34 CFR 300.34, 300.156)

(cf. 3312 - Contracts)

(cf. 3600 - Consultants)

The Superintendent or designee shall provide ongoing professional development as needed to assist special education staff in updating and improving their knowledge and skills.

(cf. 4112.21—Interns)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Whenever a candidate for a clear education specialist credential is employed by the district, the Superintendent or designee shall, within 60 days of employment, collaborate with the candidate and, as applicable, with the college or university to develop an individualized induction plan including supported induction and job-related course of advanced preparation. (5 CCR 80048.8.1)

(cf. 4131.1 - Teacher Support and Guidance)

Resource Specialists

The district's duties of resource specialists program shall provide include, but are not be limited to: (Education Code 56362; 5 CCR 80070.5)

1. Resource specialist(s) to Provide Providing instruction and services for students with disabilities whose needs have been identified in their individualized education program (an IEP) and who are assigned to regular classroom teachers for a majority of the school day

A student shall not be enrolled in a resource specialist program for a majority of a school day without approval by the student's IEP team

SPECIAL EDUCATION STAFF (continued)

2. ~~Information~~ Conducting educational assessments
3. Providing information and assistance ~~to~~ for students with disabilities and their parents/guardians
34. Providing consultation, resource information, and material regarding students with disabilities to their staff members in the regular education program and the students' parents/guardians ~~and regular education staff members~~
45. Coordinating special education services with the regular school ~~programs~~ program for each student with disabilities enrolled in the resource specialist program
56. Monitoring student progress on a regular basis, ~~participation~~ participating in the review and revision of IEPs as appropriate, and ~~referral of~~ referring students who do not demonstrate ~~sufficient~~ appropriate progress to the IEP team
67. ~~At the~~ Providing services for secondary school level, ~~emphasis on~~ students that emphasize academic achievement, career and vocational development, and preparation for adult life.

Any student who receives resource specialist services shall be assigned to regular classroom teacher(s) for a majority of the school day, unless his/her IEP team approves enrollment in the resource specialist program for a majority of the school day. (Education Code 56362; 5 CCR 80070.5)

Resource specialists shall not simultaneously be assigned to serve as resource specialists and to teach regular classes. (Education Code 56362)

The district's resource specialist program shall be under the direction of a resource specialist who possesses the qualifications specified in Education Code 56362, ~~and 5 CCR 80070.8.~~ (Education Code 56362)

~~Teachers of Students with Autism~~

~~A teacher may be assigned to provide instruction to students with autism if he/she meets the qualifications described above in the section entitled "Qualifications/Assignment of Special Education Teachers."~~

~~In addition a teacher whose education specialist credential or other previously issued credential authorizes him/her to provide instruction to students with mild and moderate disabilities may be assigned to provide instruction to students with autism, provided that the teacher consents to the assignment and satisfies either of the following criteria prior to the assignment: (Education Code 44265.1)~~

1. ~~The teacher has provided full-time instruction for at least one year prior to September 1, 2007, in a special education program that serves students with autism in accordance with their IEP and received a favorable evaluation or recommendation from the district or school to teach students with autism.~~

SPECIAL EDUCATION STAFF (continued)

2. ~~The teacher has completed a minimum of three semester units of coursework in the subject of autism offered by a regionally accredited institution of higher education.~~

~~The Superintendent or designee shall report teachers assignments under the criteria specified in items #1 and 2 above to the county office of education as part of the annual assignment monitoring pursuant to Education Code 44258.9. (Education Code 44265.1)~~

~~Verification of experience or coursework for any teacher of autistic students shall be maintained on file in the district or school office. (Education Code 44265.1, 44265.2)~~

Caseloads

The Superintendent or designee shall ensure that caseloads for special education teachers are within the maximum caseloads established by law, the collective bargaining agreement, and/or the comprehensive plan of the Special Education Local Plan Area (SELPA) in which the district participates.

(cf. 0430 – Comprehensive Local Plan for Special Education)

(cf. 1312.3 – ~~uniform~~ Uniform Complaint Procedures)

(cf. 4141/4241 – Collective Bargaining Agreement)

No resource specialist shall have a caseload which exceeds 28 students. As necessary and with the agreement of the resource specialist, the Board of Trustees may request a waiver from the State Board of Education to increase the caseload to no more than 32 students, provided that an individual resource specialist does not have a caseload exceeding 28 students for more than two school years and has the assistance of an instructional aide at least five hours daily during the period of the waiver. (Education Code 56362.2, 56362.1; 5 CCR 3100)

(cf. 1431 - Waivers)

The average caseload for language, speech, and hearing specialists shall not exceed 55 cases, unless the SELPA plan specifies a higher average caseload and states the reasons for the higher average caseload. The maximum caseload for speech and language specialists exclusively serving children with disabilities age 3-5 years shall not exceed 40. (Education Code 56363.3, 56441.7)

*Legal Reference:**EDUCATION CODE*8264.8 Staffing ratios

44250-44279 Credentials, especially:

44256 Credential types, specialist instruction

44258.9 Assignment monitoring

44265-44265.9 Special education credential

44325-44328 District Interns

44830.3 District interns, supervision and professional development

SPECIAL EDUCATION STAFF (continued)*Legal Reference: (continued)*

56000-56865 *Special education, especially:*
 56195.8 *Adoption of policies*
 56361 *Program options*
 56362-56362.5 *Resource specialist program*
 56363.3 *Average Maximum caseload limits; language, speech, and hearing specialists*
56440-56441.7 Programs for individuals between the ages of three and five years; caseloads
CODE OF REGULATIONS, TITLE 5
~~3051.1 Language, speech and hearing development and remediation; appropriate credential~~
3051.1-3051.24 Staff qualifications to provide related services to students with disabilities
 3100 *Waivers of maximum caseload for resource specialists*
 6100-6126 *Teacher qualifications, No Child Left Behind Act*
 80021 *Short-term staffing permit*
 80021.1 *Provisional internship permit*
80023.2 Emergency permits
 80025.4 *Substitute teaching, special education*
 80026 *Declaration of need for fully qualified educators*
 80027.1 *Special education limited assignment teaching permit*
~~80046-80046.1 Adapted physical education specialist~~
 80046.5 *Credential holders authorized to serve students with disabilities*
 80047-80047.9 *Credentials to provide instructional services to students with disabilities*
 80048-80048.9.4 *Credential requirements and authorizations*
 80070.1-80070.8.6 *Resource specialist certificate of competence*
UNITED STATES CODE, TITLE 20
 1400-1482 *Individuals with Disabilities Education Act, especially:*
 1401 *Definition of highly qualified special education teacher*
 6319 *Highly qualified teachers*
 7801 *Definitions, highly qualified teacher*
CODE OF FEDERAL REGULATIONS, TITLE 34
 200.55-200.57 *Highly qualified teachers*
 300.8 *Definition of autism*
 300.18 *Highly qualified special education teachers*
300.34 Related services
 300.156 *Special Education Personnel requirements*

Management Resources:

~~CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS~~
~~Handbook on Developing and Implementing Early Childhood Special Education Programs and Services, 2001~~
~~COMMISSION ON TEACHER CREDENTIALING CODED CORRESPONDENCE~~PUBLICATIONS
~~09-16 Approval of Additions to Title 5 Regulations Pertaining to Added Authorizations in Special Education, July 23, 2009~~
~~09-15 Approval of Amendments to Title 5 Regulations Pertaining to General and Special Education Limited Assignment Teaching Permits, July 23, 2009~~
~~08-13 Alternative Route to Provide Special Education Services to Students with Autism Ages Three and 4, October 9, 2008~~
~~08-10 Alternative Route to Provide Special Education Services to Students with Autism, July 7, 2008~~
~~COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS~~

SPECIAL EDUCATION STAFF (continued)*Management Resources: (continued)*

Special Education Teaching and Services Credentials, Added Authorizations in Special Education, and Limited Assignment Permits for California Prepared Teachers: Frequently Asked Questions, May 26, 2014

Education Specialist Teaching and Other Related Services Credential Program Standards, 2012

~~*Standards of Quality and Effectiveness for Education Specialist Credential Programs (including University Internship Options) and Clinical Rehabilitative Services Programs, 1996*~~

WEB SITES

California Association of Resource Specialists and Special Education Teachers: <http://www.carsplus.org>

California Department of Education, Special Education: <http://www.cde.ca.gov/sp/se>

California Speech-Language-Hearing Association: <http://www.csha.org>

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

National Association of Special Education Teachers: <http://www.naset.org>

Regulation

adopted: September 6, 2006

revised: October 7, 2009

revised: January 5, 2011

revised: September 7, 2011

revised: _____, 2016

HANFORD ELEMENTARY SCHOOL DISTRICT

Hanford, California

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Dr. Paul Terry
FROM: Liz Simas
DATE: February 25, 2016

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

Date you wish to have your item considered: March 9, 2016

ITEM: Review for possible approval the following revised Administrative Regulation

PURPOSE: The following Administrative Regulation reflect changes (see underlined and strikeouts) that are necessary to align with current practices and procedures as well as recommendations by CSBA due to State and federal law changes.

- AR 5112.2 - Exclusions from Attendance

FISCAL IMPACT (if any): None

RECOMMENDATION (if any): Approve

Hanford ESD

Administrative Regulation

Exclusions From Attendance

AR 5112.2

Students

The Superintendent or designee shall ensure that each child entering a district school at any grade level adheres to district admission requirements and enrollment procedures.

Students may be excluded from attendance at district schools if they:

1. ~~Are under the legal age of attendance, except as otherwise provided by law.~~ (Education Code 48210)

(cf. 5111 - Admission)

~~2. Do not present evidence of immunization from certain infectious diseases as required by law. Such a student~~ (cf. 5111.1 - District Residency)

(cf. 5116 - Intradistrict Open Enrollment)

(cf. 5117 - Interdistrict Attendance)

(cf. 5125 - Student Records)

(cf. 5141.3 - Health Examinations)

Mandatory Exclusions

The Superintendent or designee shall not unconditionally admit any student to an elementary or secondary school, preschool, or child care and development program ~~for~~ be excluded, however, if the first time, nor, after July 1, 2016, admit or advance any student to grade 7

~~unless parent/guardian, in writing, requests exemption from the student has been fully immunized in accordance immunization requirement on the basis of the student's physical condition or a conflict with the parent/ guardian's religious beliefs.~~ (Health and Safety Code 120335, 120365)

~~(cf. and BP/AR 5141.31 - Immunizations or is exempted by law.)~~

If a conditionally admitted student has not received required immunizations within 10 days after his/her parent/guardian has been notified of the need to do so, the student shall be excluded until he/she provides written evidence that he/she has received the vaccines due at that time.

(Education Code 48216; Health and Safety Code 120335, 120370; 17 CCR 6055)

(cf. 5141.31 - Immunizations)

(cf. 5141.22 - Infectious Diseases)

The Superintendent or designee shall not admit a student who is ~~3.~~ Are reasonably suspected of

having active tuberculosis. He/she shall be denied admission until the local health officer or licensed medical practitioner informs the district, in writing, that the student is no longer at risk of developing or transmitting the disease. (Health and Safety Code 121485, 121495, ~~and~~ 121505)

(cf. 5141.26 - Tuberculosis Testing)

The Superintendent or designee shall exclude a student who is~~4.~~ Are infected with any contagious or infectious disease. The student shall be permitted to return to school when a medical provider informs the Superintendent or designee in writing that he/she is satisfied that the contagious or infectious disease no longer exists. (Education Code 49451; 5 CCR 202)

The Superintendent or designee shall exclude a student who resides~~5.~~ Reside where any contagious, infectious, or communicable disease subject to quarantine exists or has recently existed and who is subject to strict isolation or quarantine of contacts, unless written permission of the health officer is provided. (Health and Safety Code 120230)

Permissive Exclusions

A student may be excluded from attendance at a district school under either of the following circumstances:

1. If there is good cause to believe that the student has been exposed to any disease stated in Health and Safety Code 120335 and his/her documentation of immunization does not show proof of immunization against that disease, the student may be temporarily excluded from the school until the local health officer is satisfied that the student is no longer at risk of developing or transmitting the disease. (Health and Safety Code 120335, 120370)

~~6.~~ Have

2. If the student has not had ~~the~~ health screening specified in Health and Safety Code 124040 before or within the first 90 days of attending first grade, ~~he/she.~~ Such students may be excluded for up to five days unless the parent/guardian has presented ~~an appropriate~~ waiver or the district has exempted the student from this requirement in accordance with law. (Health and Safety Code 124105)

(cf. 5141.32 - ~~Child Health~~ Screening for School Entry and Disability Prevention Program)

Notifications~~Notification~~ to Parents/Guardians

~~Prior to excluding a student from attendance, the Superintendent or designee shall send a notice to the parent/guardian stating the facts leading to the exclusion.~~

The Superintendent or designee may exclude a student without prior notice to the parent/guardian if the student is excluded for any of the following reasons~~because~~: (Education Code 48213)

1. He/she resides in an area subject to quarantine pursuant to Health and Safety Code

120230.

2. He/she is exempt from a medical examination but suffers from a contagious or infectious disease pursuant to Education Code 49451.

3. The Superintendent or designee determines that the presence of the student would constitute a clear and present danger to the life, safety, or health of other students or school personnel.

However, in such cases, the Superintendent or designee shall send a notice as soon as reasonably possible after the exclusion. (Education Code 48213)

(cf. 5145.6 - Parental Notifications)

In all other cases, the Superintendent or designee shall send a notice to the student's parent/guardian stating the facts leading to the exclusion, prior to excluding the student from attendance.

Appeals from Exclusion

Upon exclusion of his/her child, a parent/guardian may meet with the Superintendent or designee to discuss the exclusion. ~~If the parent/guardian disagrees with the decision of the Superintendent or designee to exclude his/her child, he/she may appeal the decision to the~~ Governing Board of Trustees.

The parent/guardian shall have an opportunity to inspect all documents upon which the district is basing its decision, to challenge any evidence and question any witness presented by the district, to present oral and documentary evidence on the student's behalf, and to have one or more representatives present at the meeting.

Legal Reference:

EDUCATION CODE

48210-48216 Persons excluded

49076 Access to records by persons without written consent or under judicial order

49408 Information of use in emergencies

49451 Parent's refusal to consent

HEALTH AND SAFETY CODE

120230 Exclusion of persons from school

120325-120380 Educational and child care facility immunization requirements

121475-121520 Tuberculosis tests for students

124025-124110 Child Health and Disability Prevention Program

CODE OF REGULATIONS, TITLE 5

202 Exclusion of students with a contagious disease

CODE OF REGULATIONS, TITLE 17

6055 Exclusion for failure to obtain required immunizations

Management Resources:

CSBA PUBLICATIONS

Recent Legislation on Vaccines: SB 277, Fact Sheet, August 2015

WEB SITES

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

California Department of Public Health, Immunization Branch: ~~Services:~~

<http://www.cdph.ca.gov/programs/immunize>

California Healthy Kids Resource Center: <http://www.californiahealthykids.org>

Centers for Disease Control and Prevention: <http://www.cdc.gov>

(10/95 11/04) 10/15 Regulation — HANFORD ELEMENTARY SCHOOL DISTRICT
approved: March 11, 1998 — Hanford, California
reviewed: May 16, 2001
revised: March 24, 2005

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Dr. Paul Terry
FROM: Liz Simas
DATE: February 25, 2016

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

Date you wish to have your item considered: March 9, 2016

ITEM: Review for possible approval the following revised Board Policy

PURPOSE: The following Board Policy reflect changes (see underlined and strikeouts) that are necessary to align with current practices and procedures as well as recommendations by CSBA due to State and federal law changes.

- BP 6151 - Class Size

FISCAL IMPACT (if any): None

RECOMMENDATION (if any): Approve

Hanford ESD

Board Policy

Class Size

BP 6151

Instruction

The Governing Board of Trustees recognizes that smaller classes ~~the number of students in a class~~ may ~~contribute~~ ~~affect the extent~~ to student learning by allowing which teachers to better ~~can~~ identify and respond to individual student needs.

In accordance with negotiated employee agreements and state law, ~~and upon the recommendation of the Superintendent or designee~~, the Board shall establish ~~upper and lower~~ class size limits appropriate for ~~each the subject or~~ grade level or subject taught and conducive to the effective use of teaching staff.

(cf. 4141/4241 - Collective Bargaining Agreement)

The highest priority for maintaining small class sizes shall be in the primary grades in order to support young students as they acquire the basic skills that serve as the foundation for subsequent learning. Other priorities shall be established in accordance with the goals and strategies identified in the district's local control and accountability plan (LCAP).

(cf. 0200 - Goals for the School District)

~~In establishing~~ (cf. 0460 - Local Control and Accountability Plan)

For grades K-3, the district shall annually make progress toward maintaining an average class of not more than 24 students, unless an alternative annual average class size for each school site is collectively bargained. (Education Code 42238.02; 5 CCR 15498-15498.3)

Transitional kindergarten classes established pursuant to Education Code 48000 shall be included in the calculation of average class enrollment for kindergarten.

(cf. 6170.1 - Transitional Kindergarten)

At the secondary level, district priorities for class size reduction shall focus on English language arts, mathematics, science, social studies, and other ~~programs for designated grade levels and~~ courses that are necessary for completion of graduation requirements and shall be aligned with student needs as identified in the district's LCAP.

(cf. 6143 - Courses of Study)
(cf. 6146.1 - Graduation Requirements)

For students who require special education and related services, the ratio of instructional adults to students in group services shall be dependent on the needs of the students. However, for children ages 3-5 years who are placed in group services, the teacher-child ratio shall be less than 1:24 and the adult-child ratio shall be less than 1:8. For children ages 3-5 years who are identified as severely disabled, the ratio of instructional adults to children shall not exceed 1:5. (Education Code 8264.8, 56441.5)

(cf. 4112.23 - Special Education Staff)
(cf. 6159 - Individualized Education Program)

The Superintendent or designee shall provide the Board with an analysis of the potential impact of class size reduction on staffing and school facilities needs and other costs related to class size reduction proposals. The Superintendent or designee shall recommend ways to address these needs without negatively affecting other grade levels and district programs.

(cf. 3100 - Budget)
(cf. 6117 - Year-Round Schedules)
(cf. 7111 - Evaluating Existing Buildings)

The Superintendent or designee shall annually report to the Board regarding the impact of the class size reduction program on student achievement and other outcomes such as changes in school climate and student engagement of district educational goals.

~~(cf. 0100 - Philosophy)~~
~~(cf. 0200 - Goals for the School District)~~
(cf. 0500 - Accountability)
(cf. 6190 - Evaluation of the Instructional Program)

Class Size Reduction in Grades K-3

The Board believes that small class size is beneficial to students in the elementary grades as they acquire the basic skills that serve as the foundation for their subsequent learning. The Superintendent or designee shall ensure that classes in designated elementary grades are reduced to 20 or fewer students per teacher.

Full-time mainstreamed special education students shall be included in determining class size for purposes of the class size reduction program.

The Superintendent or designee shall ensure that the teachers of these classes receive training which will help them to maximize the educational advantages of class size reduction.

~~(ef=6162.5 - Student Assessment4131—Staff Development)~~

Legal Reference:

EDUCATION CODE

17042 Rules for determining area of adequate school construction; exceptions

17042.7 Formula for calculation

~~17200-17208—Class size reduction facilities funding~~

33050 Nonwaivable provisions

35160 Authority of the board

~~42238.02 Local control funding formula, including adjustment for class size reduction~~

~~41375—Legislative intent encouraging reduction in class size~~

~~41376—Minimum class size standards~~

~~41378—Apportionments and allowances, kindergarten classes~~

42280 Necessary small schools

46205 Computation for early-late programs

51225.3 Graduation requirements

~~52060-52077 Local control and accountability plan~~

~~52120-52128—Class Size Reduction Program~~

~~52080-52090—Morgan-Hart Class Size Reduction Act of 1989~~

GOVERNMENT CODE

3543.2 Scope of representation

~~CODE OF REGULATIONS, TITLE 5~~

~~15103—Definitions~~

~~15130-15133—Class size reduction program K-3~~

~~15140-15141—Class size reduction in two courses in grade 9~~

Management Resources:

~~CDE PROGRAM ADVISORIES~~

~~1007.96 Class Size Reduction and the Relationship to Individuals with Disabilities~~

~~0921.90 Implementing Class Size Reduction under the Morgan-Hart Class Size Reduction Act of 1989: CIL: 90/91-01~~

WEB SITES

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

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

~~(11/05 4/14) 10/15Policy—HANFORD ELEMENTARY SCHOOL DISTRICT~~
~~adopted: May 16, 2001—Hanford, California~~

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Board of Trustees

FROM: Paul J. Terry, Ed. D.

DATE: March 1, 2016

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: March 9, 2016

ITEM: Consider approval for Superintendent to authorize contracts not to exceed \$500 per consultant for up to three consultants engaged to assist Human Resources recruitment activities.

PURPOSE: Superintendent will be give authorization to approve consultant contracts for no more than three individuals at a maximum of \$500 each engaged to assist recruitment and paper screening of potential candidates for the Superintendent position.

FISCAL IMPACT: Maximum of \$1,500

RECOMMENDATIONS: Approve

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Dr. Paul Terry
FROM: Liz Simas
DATE: February 25, 2016

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

Date you wish to have your item considered: March 9, 2016

ITEM: For possible adoption: 2016-2017 school calendar.

PURPOSE: Presented school calendar reflects the starting and ending dates agreed upon by HESD administration and HETA. The calendar also includes student non-school days, minimum days and holidays.

FISCAL IMPACT (if any): none

RECOMMENDATION (if any): adopt 2016-17 school calendar.

HANFORD ELEMENTARY SCHOOL DISTRICT
Human Resources Department

AGENDA REQUEST FORM

TO: Dr. Paul Terry

FROM: Jaime Martinez

DATE: February 29, 2016

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

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **March 9, 2016**

ITEM: Consider approval of personnel transactions and related matters.

PURPOSE:

a. Employment

Classified

- Kimberley Moench, Health Care Assistant – 6.0 hrs., Jefferson Charter Academy, effective 2/29/16
- Ugochi Ndoh, Health Care Assistant – 6.0 hrs., Richmond, effective 2/18/16

Temporary Employees/Substitutes/Yard Supervisors

- Madison Burrow, Substitute Yard Supervisor, effective 2/29/16
- Stacy Paez, Short-term Yard Supervisor – 1.0 hr., Roosevelt, effective 3/1/16 to 6/3/16
- America Rodriguez Sanchez, Short-term Yard Supervisor – .75 hrs., Roosevelt, effective 3/1/16 to 6/3/16
- Tiffany West, Short-term Special Education Aide – 4.0 hrs. and Short-term Yard Supervisor – 1.5 hrs., Roosevelt, effective 3/1/16 to 6/3/16

b. Resignations

- Erin Bush, Teacher, King, effective 6/3/16
- Sandra Cruz-Rodriguez, Teacher, Jefferson Charter Academy, effective 6/3/16
- Brandie Duda, Teacher, Washington, effective 5/4/16

b. Resignations (cont.)

- Arely Galvan Martinez, Substitute Babysitter, Bilingual Aide I, READY Program Tutor, Special Education Aide, Yard Supervisor, Translator: Oral Interpreter and Written Translator, effective 1/26/16
- Marlena Jones, Teacher, Roosevelt, effective 6/3/16
- Elise Maltos, Teacher, Roosevelt, effective 6/3/16
- Lacey Myers, Teacher, King, effective 6/3/16
- LaVerne O'Daniel, Educational Tutor K-6 – 3.5 hrs., Washington, effective 5/12/16
- Jamie Stout, Teacher on Leave of Absence, effective 2/23/16
- Maria Villafana, Yard Supervisor – 3.5 hrs., Jefferson, effective 2/29/16
- Melissa Walters, Teacher, Monroe, effective 6/3/16

c. Promotion

- April Tamayo, from READY Program Tutor – 4.5 hrs., to Lead READY Program Tutor – 5.0 hrs., Washington, effective 3/9/16

d. Leave of Absence

- Eulalia "Lolly" Olvera-Barron, Yard Supervisor – 3.5 hrs., Richmond, effective 2/16/16 to 2/26/16
- Melanie Pimentel, Yard Supervisor – 2.0 hrs., Washington, effective 2/3/16 to 3/10/16, personal

e. Volunteers

<u>Name</u>	<u>School</u>
Jose Cuevas Hernandez (HESD Employee)	Jefferson
Liliana Urbina	Jefferson
Marta Garcia	King
Bertha Perez	King
Jeffrey Bottoms	Monroe
Melissa Gomez	Monroe
Gregory Lockhart	Monroe
Lalhing Lockhart	Monroe
Valarie Ramirez	Monroe
MaryAnn Todd	Monroe
Sean Barajas	Richmond
Monica Sales	Simas
Lori Evans	Washington
Rosa Nava	Washington
Narcedelia Roberts	Washington
Rebecca Roselius	Washington

RECOMMENDATION: Approve.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Dr. Paul J. Terry

FROM: David Endo

DATE: 02/29/2016

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 03/09/2016

ITEM: Consider approval of contract for audit services.

PURPOSE: Education Code 41020 requires local educational agencies to provide for an audit by April 1 annually. Vavrinek, Trine, Day & Co. has expressed an interest in continuing its relationship with the District resulting in the attached three year agreement.

FISCAL IMPACT: The proposed cost is \$30,485 annually for the next three years.

RECOMMENDATIONS: Approve the contract for services.



February 1, 2016

David Endo
Chief Business Officer
Hanford Elementary School District
714 N. White Street
Hanford, CA 93232

Re: Renewal Contract for Auditing Services

Dear LeAnn:

We sincerely thank you for selecting VTD for your auditing services and hope you have realized our continued personal and profession service and expertise. It has been a pleasure working with you and your staff and we are very interested in continuing our relationship with your District.

Following is a three-year contract for the period beginning July 1, 2015 and ending June 30, 2018. I am proposing an increase of four percent to the base audit cost over the contract period with no additional increases over the contract period. Over the past several years we have limited our contract increases due to the State funding issues our clients were experiencing; however, our costs continued to increase hence the moderate base contract increase we are requesting.

Additionally, we encountered a significant increase to our workload related to GASB Statement No. 68 (the net pension liability pronouncement) in 2014-15 for which we did not charge additional fees. This additional workload will be required annually into the future. Our standard contract language mentions that there is a potential for additional charges for significant accounting changes that cannot be foreseen when the initial contract is negotiated. Now that we have completed one year of GASB Statements No. 68 testing and calculations we have a good bench mark for the additional costs involved, we have included an additional increase of \$850 built into the contract amount strictly related to GASB Statements No. 68 related testing. We have only imposed such a specific increase one other time in the last 20 years so it is very rare.

The new annual contract amount of \$30,485 will remain unchanged for the three-year renewal period through June 30, 2018. If the contract meets with your approval, please sign and forward a copy to the County Office, send a copy to us, and keep a copy for your files.

If you have any questions, please feel free to contact me.

Yours very truly,

Bill C. Williams
of VAVRINEK, TRINE, DAY & CO., LLP

WCW/lto

Attachment

CONTRACT FOR AUDITING

This agreement made and entered into this 1st day of February 2016, between the Governing Board of the Hanford Elementary School District, of Kings County, State of California, hereafter referred to as "District" and VAVRINEK, TRINE, DAY & CO., LLP, Certified Public Accountants, hereafter referred to as "Auditors".

We understand the services we are to provide the District for the years ended June 30, 2016, 2017, and 2018. We will audit the financial statements of the District, as of and for the three-year period beginning July 1, 2015 and ending June 30, 2018. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A) to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Budgetary Comparison Schedule
3. GASB required supplementary information for pensions and other postemployment benefits schedules

Supplementary information other than RSI, also accompanies District's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1. Schedule of Expenditures of Federal Awards.

2. Schedules required by current *Standards and Procedures for Audits of California K-12 Local Educational Agencies*, issued by the Education Audit Appeals Panel.

The following additional information accompanying the basic financial statements will be subjected to the auditing procedures applied in our audit of the financial statement, and our auditor's report will not provide an opinion or any assurance on that other information.

1. Combining Statements – Non-Major Governmental Funds

AUDIT OBJECTIVES

The objective of our audit is the expression of an opinion as to whether your basic financial statements are fairly presented, in all material respects, in conformity with United States generally accepted accounting principles and to report on the fairness of the additional information referred to in the first paragraph when considered in relation to the financial statements taken as a whole. The objective also includes reporting on:

- Internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The reports on internal control and compliance will each include a statement that the report is intended for the information and use of the governing board, management, specific legislative or regulatory bodies, Federal awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Our audit will be conducted in accordance with United States generally accepted auditing standards; the standards outlined in the *Standards and Procedures for Audits of California K-12 Local Educational Agencies* the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with Circular A-133, and other procedures we consider necessary to enable us to express such opinions and to render the required

reports. If our opinion on the financial statements or the Single Audit compliance opinion is other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

MANAGEMENT RESPONSIBILITIES

Management is responsible for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities (if applicable), the aggregate discretely presented component units (if applicable), each major fund, and the aggregate remaining fund information of the District and the respective changes in financial position and, where applicable, cash flows in conformity with U.S. generally accepted accounting principles; and for Federal Awards program compliance with applicable laws and regulations and the provisions of contracts and grant agreements. Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein.

You are responsible for management decisions and functions. As part of the audit, we will prepare a draft of your financial statements, Schedule of Expenditures of Federal Awards, and related notes. In accordance with Government Auditing Standards, you will be required to review and approve those financial statements prior to their issuance and have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for making all financial records and related information available to us, including identifying significant vendor relationships in which the vendor has the responsibility for program compliance and for the accuracy and completeness of that information. Management's responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. As part of the audit, we will assist with preparation of your financial statements, Schedule of Expenditures of Federal Awards, and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements, Schedule of Expenditures of Federal awards, and related notes and for accepting full responsibility for such decisions.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review during the interim phase of our audit.

Management is responsible for establishment and maintenance of a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous audits or other engagements or studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, and the timing and format related thereto.

AUDIT PROCEDURES - INTERNAL CONTROLS

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major Federal award program. However, our

tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under professional standards, Government Auditing Standards, and OMB Circular A-133.

AUDIT PROCEDURES - COMPLIANCE

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to Government Auditing Standards.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of test of transactions and other applicable procedures described in the OMB Circular A-133 Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the District's major programs. The purpose of those procedures will be to express an opinion on the District's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

AUDIT ADMINISTRATION AND ACCESS TO WORKPAPERS

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of and sign the Data Collection Form that summarizes our audit findings. We will provide the appropriate number of copies of our reports to the District; however, it is management's responsibility to submit the reporting package (including financial statements, Schedule of Expenditures of Federal Awards, summary schedule of prior audit findings, auditors' reports, and a corrective action plan) along with the Data Collection Form to the designated Federal clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package

must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits. At the conclusion of the engagement, we will provide information to management as to where the reporting packages should be submitted and the number to submit.

The audit documentation for this engagement is the property of the auditors and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to the appropriate Cognizant or Oversight Agency for Audit or its designee, a Federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of the auditor. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release or for any additional period requested. If we are aware that a Federal or state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

AUDIT FEES

Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The fee listed below is based on anticipated cooperation from your personnel, the assumption that unexpected circumstances will not be encountered during the audit, no significant changes in reporting format and/or audit requirements or significant changes in the operations of the District.

If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. You may request that we perform additional services not contemplated by this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fee. We also may issue a separate engagement letter covering the additional services.

In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

The annual fee for auditing services under the terms of this contract shall be \$30,485, \$30,485, and \$30,485 for the years ending June 30, 2016, 2017, and 2018, respectively, for personal services, with the exception that any additional auditing services provided for (1) any changes in District reporting format, i.e., GASB requirements and/or audit requirements, issued by the Education Audit Appeals Panel, Federal Agencies, American Institute of Certified Public Accountants, or Governmental Accounting Standards Board, (2) any changes in the number of funds or accounts maintained by the District during the period under this contract, and (3) any Federal Program and State Special Projects/compliance issues shall be in addition to the above maximum fee for personal services.

The final installment will represent the ten percent (10%) withheld amount pursuant to Education Code 14505 and will be presented for payment upon certification by the Controller that the audit report conforms to the reporting provisions of the Audit Guide. All billings for additional audit fees or services will be billed as these services are provided. In accordance with Education Code Section 14505 (b), the District shall withhold fifty percent (50%) of the audit fee for any subsequent year of multi-year contract if the prior year's audit report was not certified as conforming to reporting provisions of the audit guide. This contract shall be null and void if a firm or individual is declared ineligible pursuant to subdivision (c) of Section 41020.5. The withheld amount shall not be payable unless payment is ordered by the State Board of Accountancy or the audit report for that subsequent year is certified by the controller as conforming to reporting provisions of the audit guide.

COMPENSATION

All personal services performed by the Auditors shall be reimbursed at the following hourly rates:

Partner/Principal	\$ 190
School Services Consultant	165
Manager	165
Supervisor	150
Senior in Charge	125
Staff Accountant	90
Paraprofessional	60

If a dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules

before resorting to litigation. The costs of any mediation proceedings shall be shared equally by all parties. The District and Auditors both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration in accordance with the rules of the American Arbitration Association. Such arbitration will be binding and final. IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT, IN THE EVENT OF DISPUTE OVER FEES, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION.

ANNUAL REPORT - FORM AND CONTENT, DELIVERY

The form and content of the annual audit shall be in conformity, to the extent practicable, with such form and content as may be prescribed by the State of California under Section 41020 of the Education Code, including the required compliance audit provisions of Circular A-133, *Audits of State of Local Governments*, issued by the U.S. Office of Management and Budget, as issued pursuant to the Single Audit Act Amendments of 1996.

The audit shall be completed and the audit report shall be delivered in accordance with time requirements as specified in the *Standards and Procedures for Audits of California K-12 Local Educational Agencies*, issued by Educational Audit Appeals Panel, unless delayed by circumstances beyond the control of the Auditors. Fifteen (15) bound copies of the audit report shall be rendered to the District, in addition to the copies required to be filed with the applicable governmental units.

Government Auditing Standards require that we provide you with a copy of our most recent quality control review report. Our peer review report, for the year ended December 2014, accompanies this letter.

We appreciate the opportunity to be of service to Hanford Elementary School District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. This contract will continue in effect until cancelled by either party.

WORKERS' COMPENSATION

VAVRINEK, TRINE, DAY & CO., LLP is aware of the provisions of Section 3700 of the Labor Code that requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. VAVRINEK, TRINE, DAY & CO., LLP is in compliance with such provisions.

NON LICENSEE OWNERS

VAVRINEK, TRINE, DAY & CO., LLP has owners that are not licensed as certified public accountants as permitted under Section 5079 of the California Business and Professions Code. It may be anticipated that the non licensee owners will be performing limited audit services for the agency.

GOVERNING BOARD OF
HANFORD ELEMENTARY SCHOOL DISTRICT

VAVRINEK, TRINE, DAY & CO., LLP

By

By



District

Partner

Federal Identification Number: 91-2128922

YANARI WATSON MCGAUGHEY P.C.

DALE M. YANARI (1947-2004) ♦ RANDY S. WATSON ♦ G. LANCE MCGAUGHEY ♦ DON W. GRUENLER
FINANCIAL CONSULTANTS/CERTIFIED PUBLIC ACCOUNTANTS

System Review Report

May 22, 2015

To the Partners of
Vavrinek, Trine, Day & Co., LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Vavrinek, Trine, Day & Co., LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended December 31, 2014. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*; audits of employee benefit plans and audits performed under FDICIA.

In our opinion, the system of quality control for the accounting and auditing practice of Vavrinek, Trine, Day & Co., LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended December 31, 2014, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Vavrinek, Trine, Day & Co., LLP has received a peer review rating of *pass*.



Yanari Watson McGaughey P.C.

9250 EAST COSTILLA AVENUE, SUITE 450
GREENWOOD VILLAGE, COLORADO 80112-3647
(303) 792-3020
FAX (303) 792-5153

web site: www.ywmcpa.com

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Dr. Paul J. Terry

FROM: David Endo

DATE: 02/29/2016

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 03/09/2016

ITEM: Consider approval of lease agreement of with Moble Modular Management Corporation for two portable classrooms.

PURPOSE: The District would like to add two portable classrooms to the Jefferson Charter School campus to allow for the growth of school. The two portables leases are for an initial term of two years.

FISCAL IMPACT: The proposed cost is \$48,590 for the term of the lease and will be funded with developer fees.

RECOMMENDATIONS: Approve the lease agreement.



Mobile Modular Management Corporation
 5700 Las Positas Road
 Livermore, CA 94551
 Phone: (925) 606-9000 Fax: (925) 453-3201
 www.mobilemodular.com

Lease Agreement

Contract: 210027663.1
Contract Term: 24 Months
 Date Printed: 02/26/2016
 Start Rent Date: 07/12/2016

Customer & Site Information		Mobile Modular Contact
Customer Information: Hanford ESD PO Box 1067 Hanford, CA 93232 Gerry Mulligan	Site Information: Hanford ESD 511 West Malone Hanford, CA 93230 Gerry Mulligan Customer PO/Reference: Exp: // By:	Questions? Please Contact: Carl Yeremian Carl.Yeremian@mobilemodular.com Direct Phone: (925) 453-3118 All other inquiries: (925) 606-9000

Product Information				
	Qty	Monthly Rent	Extended Monthly Rent	Taxable
Classroom, 24x40 DSA (Item1001) <i>Right Hand Door Configuration. Open plan. Tackboard interior.</i>	1	\$475.00	\$475.00	N
Classroom, 24x40 DSA (Item1001) <i>Right Hand Door Configuration. Open plan. Tackboard interior.</i>	1	\$475.00	\$475.00	N

	Qty	Charge Each	Total One Time Taxable	
Charges Upon Delivery:				
Classroom, 24x40 DSA (Item1001)				
Adjustment 7	2	\$6,000.00	\$12,000.00	N
Exterior paint, two colors	1	\$880.00	\$880.00	N
			\$12,880.00	
Classroom, 24x40 DSA (Item1001)				
Adjustment 7	2	\$6,000.00	\$12,000.00	N
Exterior paint, two colors	1	\$880.00	\$880.00	N
			\$12,880.00	
Subtotal of Monthly Rent:			\$950.00	
Monthly Personal Property Expense (PPE):			\$0.00	
Taxes on Monthly Charges:			\$0.00	
Total Monthly Charges (incl Taxes & PPE):			\$950.00	
Subtotal of One-Time Charges upon Delivery :			\$25,760.00	
Taxes On One Time Charges:			\$0.00	
Security Deposit:			\$0.00	
Est. Initial Invoice:			\$26,710.00	

	Qty	Charge Each	Total One Time Taxable
Charges Upon Return:			
Classroom, 24x40 DSA (Item1001)			\$0.00
Classroom, 24x40 DSA (Item1001)			\$0.00

Special Notes

Block/Level: Price assumes building is installed on a MMMC standard foundation. MMMC assumes installation on the minimum foundation design criteria/tolerances. For DSA buildings, it is assumed building will be installed on the minimum amount of foundation lumber per the applicable DSA approved stockpile drawings and site will not exceed 4-1/2" out of level. Custom ramping, additional material and labor charges apply for installing buildings above minimum foundation design criteria, raising buildings to meet specific finish floor elevations, raising building level to adjacent buildings, landings, walkways, transitions, etc.

Delivery of Equipment: Lessee shall select a suitable site and physically mark on the site/pad the corner locations for the



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Equipment and direct Lessor on exact placement/orientation of the Equipment.

Fire Related Items: Unless noted, fire related items (alarms, sprinklers, smoke & heat detectors, and fire-rated walls, etc.) are not included.

General: Customer's site must be dry, compacted, level and accessible by normal truck delivery. Pricing does not include any clearing or grading of sites, obstruction removal, site or final building clean up, any asphalt transitions, dolly, crane, forklift, electrical or plumbing connections, window coverings, furniture, casework, appliances, doorstops, phone or data lines, gutters, downspouts or tie-in, temporary power, temporary fencing, traffic control, flagmen, soil and/or pull test, custom engineering, fees associated with inspections, city or county submittals and/or use permits, security screens, door bars and any item not specifically listed as being included.

Ramps: Site conditions may affect 11' straight run factory ramp and cost. Ramp transitions by others (from end of ramp to grade). If applicable, extended or custom rails by others. Ramp skirting is optional. MMMC provides used/refurbished ramps - new ramps available for purchase only.

Flooring (carpet): This building ships standard with used carpet in good condition. Carpet may have some discoloration or wear and a carpet bar will be utilized at modline seams. New carpet is available for an additional charge.

Used building rental: Quotation is for a used or refurbished modular building. There may be variations in wall paneling, flooring, or other exterior and interior finishes. Dimensions are nominal unless otherwise stated.

Additional Note: Quote and contract are based on 2013 Franklin-McKinley SD Project No. 13047 Piggy Back Bid. 24-month rental will be \$549 per month.

Special Terms & Important Contractual Information

- A minimum cleaning charge of \$125 per floor will apply for modular buildings.
- Prices will be adjusted for unknown circumstances, e.g. driver waiting time, pilot car requirements, special transport permits, difficult site, increase in fuel price, etc. Customer's site must be dry, compacted, level and accessible by normal truck delivery.
- This transaction is subject to credit approval. Security deposit or payment in advance may be required. Security deposit will be applied against account balance at the end of the contract.
- Unless noted, prices do not include permits, ramps, stairs, seismic foundation systems, temporary power, skirting, engineering, taxes or utilities or related installation and/or removal of same. Pricing quote for set up or installation (of building, skirting, earth anchors, ramps, etc.) does not include dismantle or removal unless otherwise noted. Except for skirting and earth anchors, unless noted, ownership of all installed or supplied items is retained by Lessor.
- Please treat our equipment with respect. All damages other than normal usage will be billed for at the end of lease.
- Contract subject to terms & conditions attached and made a part of this agreement by reference herein. Customer acknowledges that he/she has received and read and affirms that he/she is duly authorized to execute and commit to this agreement for the above named customer.
- Rent will be billed in advance every 30 calendar days.
- **Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon wages, or other special or certified wages.**

Insurance Requirements

Please send, or have your insurance company send, a Certificate of Insurance to us. We require liability coverage (minimum of \$1,000,000) listing Mobile Modular Management Corporation as an additional insured and property coverage for the value of the unit(s) leased listing Mobile Modular Management Corporation as loss payee.

Item & Description	Qty	Item Code	Ins. Value
Classroom, 24x40 DSA (Item1001)	1	1001	\$42,750.00
Classroom, 24x40 DSA (Item1001)	1	1001	\$42,750.00



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Incorporation by Reference

The Lease Agreement is subject to the Supplemental Lease Terms and Conditions, which are hereby incorporated by reference in their entirety, as updated from time to time by Lessor, in its sole discretion, and can be viewed in the Resources section of Lessor's website at (<http://www.mobilemodular.com/contractterms>). The Lessee hereby affirms that he/she has read in its entirety and understands the Supplemental Lease Terms and Conditions.

Please sign below and fax or email this document to the fax number shown above or the email address you received the document from.

The parties hereto, Mobile Modular Management Corporation, a California corporation, as lessor ("**Lessor**") and lessee ("**Lessee**", as described above in the section titled "Customer Information") hereby agree to this Lease Agreement and the terms and conditions set forth in the Lease Terms and Conditions, attached hereto as Attachment A, which are hereby incorporated by reference. The individual signing this Lease Agreement affirms that he/she is duly authorized to execute and commit to this Lease Agreement for the above named Lessee.

LESSOR: Mobile Modular Management Corporation Signature: _____ Print Name: _____ Title: _____ Date: _____	LESSEE: Hanford ESD Signature: _____ Print Name: _____ Title: _____ Date: _____
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ATTACHMENT A

LEASE TERMS AND CONDITIONS

1. LEASE. Lessor leases to Lessee, and Lessee leases from Lessor, the equipment listed on any Lease Agreement hereto (the "**Equipment**") on the terms and conditions set forth herein. Each such Lease Agreement ("**Agreement**") and the lease provisions on the Lessor's website at [<http://www.mobilemodular.com/contractterms>] (the "**Incorporated Provisions**"), which are incorporated by reference into the Agreement, shall constitute a separate and independent lease (a "Lease") of the Equipment listed in the Agreement under "Product Information". In the event of a conflict between this Agreement and Lessee's contract, purchase order or other document, the terms of this Agreement shall prevail.

2. LEASE TERM. The Agreement shall be in full force and effect upon the date of execution by Lessee. The Lease Term and Monthly Rent shall commence on the Start Rent Date specified in the Agreement (which may be adjusted by mutual agreement of Lessee and Lessor), and shall continue thereafter for the number of months specified in the Agreement as the "Contract Term" (the "**Lease Term**"). Lessee is responsible for paying the Monthly Rent specified in the Agreement (as such may be adjusted pursuant to Section 4) for each month during the Lease Term. This Lease Agreement defines a month as 30 calendar days; rent will be billed monthly unless otherwise specified. In the event that Lessee terminates the Agreement prior to the expiration of the Lease Term, Lessor shall be entitled to charge an early termination fee, even if such termination occurs prior to delivery of the Equipment. Such fee shall be determined by Lessor following the receipt of the termination request. Such early termination fee may include charges related to the preparation of the Equipment for delivery and/or the rental value of the Agreement. In no event shall any such early termination fee exceed the total value of the Lease Agreement. Lessor shall not be liable to Lessee for any failure or delay in obtaining, delivering or setting up the Equipment. In the event Lessor is responsible for delay in obtaining, delivering or setting up the Equipment, the Start Rent Date shall be deemed to be revised to the date that Lessor substantially completes setting up the Equipment. If any delay in obtaining, delivering or setting up the Equipment is caused by failure of the site to be ready or for any other reason not solely the responsibility of Lessor, the Lease shall commence as of the Start Rent Date originally stated notwithstanding such delay.

3. RETURN OF EQUIPMENT. Regardless of the stated Lease Term, Lessee must provide a minimum of 30 days' prior notice for return delivery of Equipment. Please review the Incorporated Provisions on Lessor's website at [<http://www.mobilemodular.com>] for the conditions under which the Equipment must be returned. Unless otherwise agreed upon by Lessor in writing, Monthly Rent shall be due until return of the Equipment to Lessor is completed and shall not be based upon the date such return is requested. Lessor prorates rent in one-half (1/2) month increments only. Lessee is responsible for paying the full month's rental payment for Equipment returned after the fifteenth (15th) day of the



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billing cycle.

4. HOLDING OVER; LEASE EXTENSION. Following the expiration of the Lease Term, the Lease and the terms and conditions set forth herein, shall be extended on a month-to-month basis until the Equipment is returned to Lessor. In this event, Lessor may establish a revised rental rate which shall constitute the Monthly Rent. The charges upon return and any other charges related to the return of the Equipment may be reasonably revised from those reflected in the Agreement, at Lessor's discretion, should the Lease be extended beyond the initial Lease Term.

5. LESSEE AGREEMENTS. Lessee agrees that:

(a) Lessor may insert in the applicable Agreement the serial number and other identification data relating to the Equipment when ascertained by Lessor; and

(b) Lessor (or its agents, employees or contractors) may, from time to time at any reasonable time, enter upon the premises of Lessee for the purposes of (1) inspecting the Equipment or posting "Notices of Non-Responsibility" or similar notices thereon, or (2) photographing the Equipment, including any items or occupants within or surrounding the Equipment, for promotional or other purposes, pursuant to Section 6 of the Incorporated Provisions. If Lessor determines that repairs to the Equipment are needed, Lessee shall grant access for said repairs. Lessor shall bear the expense of any repairs that it determines are needed to ameliorate normal wear and tear; the expense of all other repairs (including any repairs requested by Lessee) shall be borne by Lessee. If Lessee does not grant access for such repairs between 8:00 a.m. and 5:00 p.m., Monday through Friday, Lessee shall bear the cost of repair rates for labor at the applicable overtime rates.

6. SECURITY DEPOSIT. Lessee shall pay to Lessor the Security Deposit specified in the Agreement, which may be due upon execution of the Agreement, if specified. The Security Deposit shall be held by Lessor (who shall have no obligation to collect or pass through to Lessee any interest thereon) as security for Lessee's faithful performance of the terms and conditions of the applicable Lease, including without limitation Lessee's indemnification obligations under Section 12. If an Event of Default occurs, Lessor may apply the Security Deposit to payment of its costs, expenses and attorney fees in enforcing the terms of the Lease and to indemnify Lessor against any costs, expenses or damages sustained by Lessor in connection with the Lease (provided, however, nothing herein contained shall be construed to mean that the recovery of damages by Lessor shall be limited to the amount of the Security Deposit). In the event all or any portion of the Security Deposit is applied as aforesaid, Lessee shall deposit additional amounts with Lessor so that the Security Deposit shall always be maintained at the amount specified in the Agreement. At the end of the Lease Term, Lessor shall apply any remaining balance of the Security Deposit to the payment of any monies owed to Lessor under the Lease. Thereafter, if no Event of Default has occurred and is continuing and Lessee has complied with Section 3, Lessor shall return to Lessee any remaining balance of the Security Deposit.

7. ASSIGNMENT. Lessee will not assign, convey, transfer, or pledge as security or collateral its interest, or any part thereof, in and to any Lease or the Equipment without the prior written consent of Lessor; and any such attempted assignment, conveyance, transfer, or pledge of security or collateral, whether voluntary or involuntary, shall be null and void, and any such attempt act may be considered an Event of Default. Lessor may, at its option and without the prior approval of Lessee, transfer, convey, assign or pledge as security or collateral its interest or any part thereof, in and to the Lease.

8. PAYMENTS. Lessee agrees to pay to Lessor (at the office of Lessor or to such other person or at such other place as Lessor may from time to time designate to Lessee in writing) each payment specified herein on a net invoice basis without demand by Lessor. All payments due from Lessee pursuant to the terms of the Lease shall be made by Lessee without any abatement or setoff of any kind whatsoever arising from any cause whatsoever.

9. TAXES AND LIENS. Lessee agrees to keep the Equipment free of all levies, liens or encumbrances. Lessee shall, in the manner directed by Lessor, (a) make and file all declarations and returns in connection with all charges, fees and taxes (local, state and federal) levied or assessed either upon Lessee or Lessor, or upon the ownership, leasing, rental, sale, possession, use, or operation of the Equipment, and (b) pay all such charges, fees and taxes. However, Lessor shall pay all local, state or federal net income taxes relating to the Lease.

10. LOSS OR DAMAGE. Until the Equipment is returned to Lessor, Lessee assumes all risk of loss or damage to the Equipment. Subject to Section 12(b), should any Equipment damaged be capable of repair, the Lease shall not terminate, but Lessee shall cause the Equipment to be repaired and restored to its condition existing prior to such damage, at Lessee's sole expense. In the event any of the Equipment is damaged beyond repair or is lost, stolen or wholly destroyed, this Agreement shall cease and terminate as to such Equipment as of the date of the event, accident or occurrence causing such loss or destruction, and Lessee shall pay Lessor within ten (10) days thereafter, an amount equal to the full replacement value of the Equipment. Lessee shall be entitled to the benefit of the proceeds from any insurance recovery received by Lessor, up to an amount equal to that which Lessee has paid to Lessor pursuant to this paragraph.

11. INSURANCE. Lessee shall provide, maintain, and pay all premiums for property insurance covering the loss, theft, destruction, or damage to the Equipment in an amount not less than the full replacement value thereof, naming Lessor as loss payee of the proceeds. Lessee shall also provide, maintain, and pay all premiums for general liability insurance (minimum of \$1,000,000 per occurrence), naming Lessor as an additional insured. All insurance shall be in a form and with a company having an A.M. Best rating of A- or better, and shall not be subject to cancellation without thirty-(30) day's prior written notice to Lessor. Lessee shall deliver to Lessor insurance certificates, or evidence of insurance related thereto, meeting the above requirements. Proceeds of such insurance shall, at Lessor's option, be applied either towards replacement, restoration or repair of the Equipment or towards payment of Lessee's obligations under the Lease. Lessor may require Lessee's insurance carrier to be licensed to do business in the state where the Equipment is being leased. Lessor will not and does not provide insurance for any of Lessee's personal property that may be in or on any Equipment.



Mobile Modular Management Corporation
 5700 Las Positas Road
 Livermore, CA 94551
 Phone: (925) 606-9000 Fax: (925) 453-3201
 www.mobilemodular.com

Lease Agreement

Contract: 210027663.1
Contract Term: 24 Months
 Date Printed: 02/26/2016
 Start Rent Date: 07/12/2016

12. WAIVER AND INDEMNIFICATION.

(a) Lessee hereby waives and releases all claims against Lessor for (i) loss of or damage to all property, goods, wares and merchandise in, upon or about the Equipment, (ii) injuries to Lessee, Lessee's agents and third persons, and (iii) the use, misuse, or malfunction of any security screens provided with the Equipment, in each case, irrespective of the cause of such loss, damage or injury. Under no circumstances shall Lessor be liable to Lessee for any special, incidental or consequential damages of any kind (including, but not limited to damages for loss of use, or profit, by Lessee or for any collateral damages), whether or not caused by Lessor's negligence or delay, resulting from the Lease or the manufacture, delivery, installation, removal or use of the Equipment, or in connection with the services rendered by Lessor hereunder, even if the parties have been advised of the possibility of such damages.

(b) Lessee agrees to indemnify and hold harmless Lessor from and against any and all losses, liabilities, costs, expenses (including attorney fees), claims, actions, demands, fines, forfeitures, seizures or penalties (collectively, "**Claims**") arising out of (i) the maintenance, possession or use of the Equipment by Lessee, its employees, agents or any person invited, suffered or permitted by Lessee to use or be in, on or about the Equipment, including to the extent arising from Lessor's negligence, (ii) Lessee's failure to comply with any of the terms of the Lease (including without limitation Sections 5(a)(ii) and 5(f)(i) of the Incorporated Provisions, and Sections 6, 14 and 15 hereto), and (iii) any theft or destruction of, or damage to, the Equipment. If the foregoing obligations are not enforceable against Lessee under applicable law, Lessee agrees to indemnify and hold harmless Lessor from and against any and all Claims to the maximum extent permitted by applicable law. Lessee shall make all payments due under this Section upon demand by Lessor.

13. EVENTS OF DEFAULT.

(a) Each of the following shall constitute an "**Event of Default**": (1) default by Lessee in making any required payment to Lessor and the continuance of such default for ten (10) consecutive days; (2) default by Lessee in the performance of any obligation, covenant or liability contained in the Lease or any other agreement or document with Lessor and the continuance of such default for ten (10) days after written notice, thereof by Lessor to Lessee; (3) any warranty, representation or statement made or furnished to Lessor by or on behalf of Lessee proves to have been false in any material respect when made or furnished; (4) loss, theft, damage, destruction or the attempted sale or encumbrance by Lessee of any of the Equipment, or any levy, seizure or attachment thereof or thereon; or (5) Lessee's dissolution, termination of existence, discontinuance of business, insolvency, or business failure; or the appointment of a receiver of any part of, the assignment for the benefit of creditors by, or the commencement of any proceedings under any bankruptcy, reorganization or arrangement laws by or against, Lessee. Lessee acknowledges that any Event of Default will substantially impair the lease value hereof.

(b) **REMEDIES OF LESSOR:** Upon the occurrence of any Event of Default and any time thereafter, Lessor may, without notice, exercise one or more of the following remedies, as Lessor, in its sole discretion shall elect: (1) declare all unpaid lease payments under the Lease to be immediately due and payable; (2) terminate the Lease as to any or all items of the Equipment; (3) take possession of the Equipment wherever found, and for this purpose enter upon any premises of Lessee and remove the Equipment, without any liability for suit, action or other proceedings by Lessee; (4) direct Lessee at its expense to promptly prepare the Equipment for pickup by Lessor; (5) use, hold, sell, lease or otherwise dispose of the Equipment or any item thereof on the site specified on the applicable Agreement or any other location without affecting the obligations of Lessee as provided in the Lease; (6) proceed by appropriate action either in law or in equity to enforce performance by Lessee of the terms of the Lease or to recover damages for the breach hereof; (7) apply the Security Deposit to payment of Lessor's costs, expenses and attorney fees in enforcing the terms of the Lease and to indemnify Lessor against any damages sustained by Lessor (provided, however, nothing herein shall be construed to mean that the recovery of damages by Lessor shall be limited to the amount of the Security Deposit); (8) exercise any and all rights accruing to Lessor under any applicable law upon an Event of Default. In addition, Lessor shall be entitled to recover immediately as damages, and not as a penalty, a sum equal to the aggregate of the following: (i) all unpaid payments as are due and payable for any items of Equipment up to the date of repossession by Lessor; (ii) any expenses paid or incurred by Lessor in connection with the repossession, holding, repair and subsequent sale, lease or other disposition of the Equipment, including attorney's fees and other reasonable costs and expenses; (iii) an amount equal to the excess of (a) all unpaid payments for any item of Equipment repossessed by Lessor from the date thereof to the end of the term of the Lease over (b) the fair market lease value of such item or items of Equipment for such unexpired lease period (provided however, that the fair market lease value shall be deemed to not exceed the proceeds of any sale of the Equipment or lease thereof by Lessor for a period substantially similar to the unexpired lease period); and (iv) the replacement cost of any item of Equipment which Lessee fails to prepare for return to Lessor as provided above or converts or is destroyed, or which Lessor is unable to repossess.

14. OWNERSHIP AND MARKING OF EQUIPMENT. Title to the Equipment shall remain with Lessor (or its Principal). Unless otherwise specified in writing by Lessor, no option or other right to purchase the Equipment is granted or implied by the Lease to Lessee or any other person. The Equipment shall remain and be deemed to be personal property of Lessor, whether attached to realty or not, and upon termination of the Lease or the occurrence of an Event of Default, Lessee shall have the duty and Lessor shall have the right to remove the Equipment whether or not affixed to any realty or building without any liability to Lessor for damage to the realty or building caused by the removal of the Equipment. Any replacement, substitutes, accessories or parts, whether placed in or upon the Equipment or not, whether made a component part thereof or not, shall be the property of Lessor and shall be included under the terms of the Lease.

15. COMPLIANCE WITH LAW. Lessee assumes all responsibility for any and all licenses, clearances, permits and other certificates as may be required for Lessee's lawful operation, use, possession and occupancy of the Equipment. Lessee agrees to fully comply with all laws, rules, regulations and orders of all local, state and federal governmental authorities which in any way relate to the Equipment. Lessee shall pay the cost of all license and registration fees and renewals thereof.

16. GOVERNING LAW. Lessee and Lessor agree that the Lease shall be governed in all respects by, and interpreted in accordance with the



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Lease Agreement

Contract: 210027663.1
Contract Term: 24 Months
 Date Printed: 02/26/2016
 Start Rent Date: 07/12/2016

laws of, the State of California, without regard to its conflicts of laws provisions.

17. JURISDICTION.

(a) In any case where the Equipment is located in the State of Maryland or the State of Virginia, it is agreed that the venue for a legal action relating to the Lease shall be proper if brought in Alameda County, State of California. Subject to Section 12, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

(b) In all other cases, the Federal District Courts located within the State of California shall have non-exclusive jurisdiction over any lawsuit brought by Lessee or Lessor as a result of any dispute regarding matters arising in connection with the Lease. Further, it is agreed that the venue for a legal action relating to the Lease shall be proper if brought in Alameda County, State of California. Subject to Section 12, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

18. MEDIATION; ARBITRATION. Lessee agrees to abide by Lessor's option (if Lessor shall so choose) to have any claims, disputes, or controversies arising out of or in relation to the performance, interpretation, application, or enforcement of the Lease, including but not limited to breach thereof, referred to mediation before, and as a condition precedent to, the initiation of any adjudicative action or proceeding, including arbitration. If mediation fails to resolve the claims, disputes or controversies between Lessor and Lessee, Lessee agrees to abide by Lessor's option (if Lessor shall so choose) to have the claims, disputes or controversies referred to binding arbitration. The parties hereto acknowledge that the subject matter of the Lease is a matter of interstate commerce.

19. CREDIT CARD AUTHORIZATION. Lessee hereby gives authorization to Lessor to charge against credit card provided all amounts billed for this transaction including applicable taxes, shipping and handling charges. For a rental/lease transaction, charges may be recurring and additional billing and charges will occur until such time as all Equipment and respective accessories are returned and the rental is terminated.

20. HAZARDOUS MATERIALS. Lessee agrees that no water, paint or chemicals, and no illegal, hazardous, controlled, toxic, explosive, flammable, restricted, contaminated or other dangerous materials, shall be maintained or stored in or on the Equipment.

21. FEDERAL CONTRACTOR. As a federal contractor, Lessor's contracts are subject to the provisions of (i) Executive Order 11246, (41 CFR 60-1.4); (ii) section 503 of the Rehabilitation Act of 1973, (41 CFR 60-741.5(a); and (iii) section 4212 of the Vietnam Era Veterans Readjustment Act of 1974, (41 CFR 60-300.5(a). **Lessor shall abide by the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability, and qualified protected veterans, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities, and qualified protected veterans.**

22. MISCELLANEOUS. Time is of the essence of each and every provision of the Lease. Failure of Lessor to enforce any term or condition of the Lease shall not constitute a waiver of subsequent defaults by Lessee, nor shall it, in any manner, affect the rights of Lessor to enforce any of the provisions hereunder. The invalidity or unenforceability of any provision of the Lease shall not affect the validity or enforceability of any other provision.

23. ENTIRE AGREEMENT. The Lease constitutes the entire agreement between Lessor and Lessee with respect to the subject matter hereof and, except for the Incorporated Provisions that may be updated by Lessor from time to time in its sole discretion, may not be amended, altered or modified except by a writing signed by both Lessor and Lessee.

Lease Terms and Conditions, Rev. 12/22/15

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Dr. Paul J. Terry

FROM: David Endo

DATE: 02/29/2016

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 03/09/2016

ITEM: Consider acceptance of actuarial study required by Government Accounting Standards Board (GASB) 43/45.

PURPOSE: GASB 43/45 established standards for quantifying and reporting the liability associated with other post employment benefits other than pensions. The most common example of these type of benefits is retiree health benefits.

FISCAL IMPACT: The District currently funds retiree health benefits on a "pay as you go" method and is budgeted to spend \$491,000 in the 2015-2016 fiscal year. The unfunded accrued liability associated with retiree benefits as of July 1, 2015 is estimated to be \$9,362,395. The District has established a special reserve fund for other postemployment benefits to offset this liability that has a budgeted ending balance of \$800,000.

RECOMMENDATIONS: Accept the actuarial study to comply with GASB 43/45 related other post employment benefits.



February 23, 2016

Mr. David Endo
Chief Business Official
Hanford Elementary School District
714 N. White Street
Hanford, CA 93230

Re: Hanford Elementary School District ("District") GASB 45 Valuation

Dear Mr. Endo:

This report sets forth the results of our GASB 45 actuarial valuation of the District's retiree health insurance program as of July 1, 2015.

In June, 2004 the Governmental Accounting Standards Board (GASB) issued accrual accounting standards for retiree healthcare benefits, GASB 43 and GASB 45. GASB 43/45 require public employers such as the District to perform periodic actuarial valuations to measure and disclose their retiree healthcare liabilities for the financial statements of both the employer and the trust, if any, set aside to pre-fund these liabilities. The District must obtain actuarial valuations of its retiree health insurance program under GASB 43/45 not less frequently than once every two years.

To accomplish these objectives the District selected Demsey, Filliger and Associates (DF&A) to perform an actuarial valuation of the retiree health insurance program as of July 1, 2015. This report may be compared with the valuation performed by DF&A as of July 1, 2013, to see how the liabilities have changed since the last valuation. We are available to answer any questions the District may have concerning the report.

Financial Results

We have determined that the amount of actuarial liability for District-paid retiree benefits is \$18,047,377 as of July 1, 2015. This represents the present value of all benefits expected to be paid by the District for its current and future retirees. If the District were to place this amount in a fund earning interest at the rate of 4.0% per year, and all other actuarial assumptions were exactly met, the fund would have exactly enough to pay all expected benefits.

This includes benefits for 45 retirees as well as 469 active employees who may become eligible to retire and receive benefits in the future. It excludes employees hired after the beginning of the 2015-16 school year.

When we apportion the \$18,047,377 into past service and future service components under the Projected Unit Credit Cost Method, the past service liability (or "Accrued Liability") component is \$9,362,395 as of July 1, 2015. This represents the present value of all benefits earned to date assuming that an employee earns retiree healthcare benefits ratably over his or her career. The \$9,362,395 is comprised of liabilities of \$6,825,124 for active employees and \$2,537,271 for retirees. Because the District has not established an irrevocable trust for the pre-funding of retiree healthcare benefits, the Unfunded Accrued Liability (called the UAL, equal to the AL less Assets) is also \$9,362,395.

We have determined that Hanford Elementary School District's "Annual Required Contributions", or "ARC", for the fiscal year 2015-16, is \$1,140,592. The \$1,140,592 is comprised of the present value of benefits accruing in the current year, called the "Service Cost", and a 30-year amortization of the UAL. We estimate that the District will pay approximately \$555,771 for the 2015-16 fiscal year in healthcare costs for its retirees, so the difference between the accrual accounting expense (ARC) and pay-as-you-go is an increase of \$584,821.

There are two adjustments to the ARC that are required in order to determine the District's Annual OPEB Cost (AOC) for the 2015-16 fiscal year. We have calculated these adjustments based on a Net OPEB Obligation (NOO) of \$2,801,408 as of June 30, 2015, resulting in an AOC for 2015-16 of \$1,090,642.

We show these numbers in the table on the next page and in Exhibit II. All amounts are net of expected future retiree contributions, if any.

Hanford Elementary School District
Annual Liabilities and Expense under
GASB 45 Accrual Accounting Standard
Projected Unit Credit Cost Method

Item	Amounts for Fiscal 2015-16
Present Value of Future Benefits (PVFB)	
Active	\$15,510,106
Retired	<u>2,537,271</u>
Total: PVFB	\$18,047,377
Accrued Liability (AL)	
Actives	\$6,825,124
Retired	<u>2,537,271</u>
Total: AL	\$9,362,395
Assets	<u>(0)</u>
Total: Unfunded AL	\$9,362,395
Annual Required Contributions (ARC)	
Service Cost At Year-End	\$599,164
30-year Amortization of Unfunded AL	<u>541,428</u>
Total: ARC	\$1,140,592
Adjustments to ARC	
Interest on Net OPEB Obligation*	112,056
Adjustment to ARC*	<u>(162,006)</u>
Total: Annual OPEB Cost (AOC) for 2015-16	\$1,090,642

*Amounts based on June 30, 2015 Net OPEB Obligation of \$2,801,408.

The ARC of \$1,140,592, shown above, should be used for both the 2015-16 and 2016-17 fiscal years, but the Annual OPEB Cost for 2016-17 must include an adjustment based on the Net OPEB Obligation (NOO) as reported in the prior financial statement, which is not known precisely in advance.

When the District begins preparation of the June 30, 2016 government-wide financial statements, DF&A will provide the District and its auditors with complimentary assistance in preparation of footnotes and required supplemental information for compliance with GASB 45 (and GASB 43, if applicable).

Differences from Prior Valuation

The most recent prior valuation was completed by DF&A as of July 1, 2013. The Accrued Liability as of that date was \$8,053,583, compared to \$9,362,395 on July 1, 2015. This Accrued Liability (AL) is for District-paid benefits only; that is, it is net of expected future retiree contributions. In this section, we provide a reconciliation between the 2013 AL and the 2015 AL, so that it is possible to track the numbers from one actuarial report to the next.

Several factors have caused the AL to change since 2013. The passage of time increases the AL as the employees accrue more service and get closer to receiving benefits. There are actuarial gains/losses from one valuation to the next, and changes in actuarial assumptions and methodology for the current valuation. The most important of these factors were as follows:

1. There was a loss (an increase in the AL) of \$138,524 due to increases in healthcare premiums and District caps greater than expected.
2. We increased the initial healthcare trend rate from 6% to 8% to better reflect our expectations of average healthcare claim cost increases over the next several years. This change increased the AL by \$301,087.
3. We changed to more up-to-date mortality tables. This change increased the AL by \$39,395.
4. There was a net census loss (an increase in AL) of \$345,511 from demographic experience (mortality, turnover, and retirement rates) different from assumed.

The changes to the AL since the July 1, 2013 valuation may be summarized as follows:

Change to AL	AL
AL as of 7/1/13	\$8,053,583
Passage of time	484,295
Premium and cap increases > expected	138,524
Change in trend rates	301,087
Change in mortality tables	39,395
Census loss (retirement, turnover, mortality)	345,511
AL as of 7/1/15	\$9,362,395

Funding Schedules

There are many ways to approach the pre-funding of retiree healthcare benefits. In the *Financial Results* section, we determined the annual expense for all District-paid benefits. The expense is an orderly methodology, developed by the GASB, to account for retiree healthcare benefits. However, the GASB 45 expense has no direct relation to amounts the District may set aside to pre-fund healthcare benefits.

The table on the next page provides the District with three alternative schedules for funding (as contrasted with expensing) retiree healthcare benefits. The schedules all assume that the retiree fund earns, or is otherwise credited with, 4.0% per annum on its investments, and that contributions and benefits are paid mid-year.

The schedules are:

1. A level contribution amount for the next 20 years.
2. A level percent of the Unfunded Accrued Liability.
3. A constant percentage (3%) increase for the next 20 years.

We provide these funding schedules to give the District a sense of the various alternatives available to it to pre-fund its retiree healthcare obligation. The three funding schedules are simply three different examples of how the District may choose to spread its costs.

By comparing the schedules, you can see the effect that early pre-funding has on the total amount the District will eventually have to pay. Because of investment earnings on fund assets, the earlier contributions are made, the less the District will have to pay in the long run. Of course, the advantages of pre-funding will have to be weighed against other uses of the money.

The table on the following page shows the required annual outlay under the pay-as-you-go method and each of the above schedules. **The three funding schedules include the "pay-as-you-go" costs; therefore, the amount of pre-funding is the excess over the "pay-as-you-go" amount.**

These numbers are computed on a closed group basis, assuming no new entrants, and using unadjusted premiums. We use unadjusted premiums for these funding schedules because we do not recommend that the District pre-fund for the full age-adjusted costs reflected in the GASB 45 liabilities shown in the first section of this report. If the District's premium structure changes in the future to explicitly charge under-age 65 married retirees for the full actuarial cost of their benefits, this change will be offset by a lowering of the active employee rates (all else remaining equal), resulting in a direct reduction in District operating expenses on behalf of active employees from that point forward. For this reason among others, we believe that pre-funding of the full GASB liability would be redundant.

Hanford Elementary School District
Sample Funding Schedules (Closed Group)

Fiscal Year		Level Contribution	Level % of Unfunded Liability*	Constant Percentage Increase
Beginning	Pay-as-you-go	for 20 years		
2015	\$555,771	\$1,014,230	\$1,383,799	\$784,440
2016	577,530	1,014,230	1,249,582	807,973
2017	656,286	1,014,230	1,136,870	832,212
2018	617,530	1,014,230	1,047,220	857,179
2019	593,668	1,014,230	966,553	882,894
2020	611,707	1,014,230	894,953	909,381
2021	642,452	1,014,230	834,589	936,662
2022	637,960	1,014,230	784,635	964,762
2023	619,671	1,014,230	740,560	993,705
2024	583,699	1,014,230	700,428	1,023,516
2025	539,356	1,014,230	662,423	1,054,222
2026	520,529	1,014,230	625,821	1,085,848
2027	528,209	1,014,230	592,450	1,118,424
2028	589,398	1,014,230	563,733	1,151,977
2029	681,667	1,014,230	542,456	1,186,536
2030	732,891	1,014,230	529,111	1,222,132
2031	848,339	1,014,230	519,371	1,258,796
2032	937,615	1,014,230	516,248	1,296,560
2033	973,916	1,014,230	516,496	1,335,457
2034	1,055,360	1,014,230	516,045	1,375,520
2035	1,037,921	0	517,220	0
2036	1,106,561	0	514,038	0
2037	1,103,038	0	511,593	0
2038	1,066,035	0	505,796	0
2039	1,019,390	0	495,555	0
2040	1,046,895	0	481,281	0
2041	912,151	0	466,999	0
2042	930,044	0	445,828	0
2043	812,744	0	425,534	0
2044	788,178	0	400,794	0
2045	731,518	0	376,199	0
2046	744,718	0	350,751	0
2047	663,613	0	327,061	0
2048	589,115	0	301,957	0
2049	462,312	0	383,312	0
2050	387,688	0	387,688	0
2055	45,179	0	45,179	0
2060	0	0	0	0

*Reverts to pay-as-you-go in 2050.

Note to auditor: when calculating the employer OPEB contribution for the year ending on the statement date, we recommend multiplying the actual District-paid premiums on behalf of retirees by a factor of 1.2544 to adjust for the implicit subsidy.

Actuarial Assumptions

In order to perform the valuation, the actuary must make certain assumptions regarding such items as rates of employee turnover, retirement, and mortality, as well as economic assumptions regarding healthcare inflation and interest rates. Our assumptions are based on a standard set of assumptions we have used for similar valuations, modified as appropriate for the District. For example, turnover rates are taken from a standard actuarial table, T-5, increased by 40% at all ages. This matches the District's historic turnover patterns. Retirement rates were also based on recent District retirement patterns. Both assumptions should be reviewed in the next valuation to see if they are tracking well with experience.

The discount rate of 4.0% is based on our best estimate of expected long-term plan experience. It is in accordance with our understanding of the guidelines for selection of this rate under GASB 45 for unfunded plans such as the District's. The healthcare trend rates are based on our analysis of recent District experience and our knowledge of the general healthcare environment.

In determining the cost of covering early retirees (those under the age of 65), we used an age-adjusted claims cost matrix fitted to the average single premium for early retirees. A complete description of the actuarial assumptions used in the valuation is set forth in the "Actuarial Assumptions" section.

Projected Annual Pay-as-you go Costs

As part of the valuation, we prepared a projection of the expected annual cost to the District to pay benefits on behalf of its retirees on a pay-as-you-go basis. These numbers are computed on a closed group basis, assuming no new entrants, and are net of retiree contributions. Projected pay-as-you-go costs for selected years are as follows:

FYB	Pay-as-you-go
2015	\$555,771
2016	577,530
2017	656,286
2018	617,530
2019	593,668
2020	611,707
2025	539,356
2030	732,891
2035	1,037,921
2040	1,046,895
2045	731,518
2050	387,688
2055	45,179
2060	0

Breakdown by Employee/Retiree Group

Exhibit I, attached at the end of the report, shows a breakdown of the GASB 45 components (ARC, AL, Service Cost, and PVFB) by bargaining unit (or non-represented group) and separately by active employees (future retirees) and current retirees.

Net OPEB Obligation (NOO) and Annual OPEB Cost (AOC)

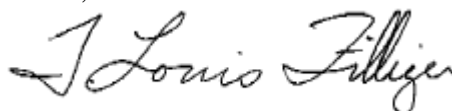
Exhibit II shows a development of the District's Net OPEB Obligation ("NOO") as of June 30, 2008 through June 30, 2015, and the Annual OPEB Cost ("AOC") for the fiscal years 2008-09 through 2015-16.

Certification

The actuarial certification, including a caveat regarding limitations of scope, if any, is contained in the "Actuarial Certification" section at the end of the report.

We have enjoyed working with the District on this report, and are available to answer any questions you may have concerning any information contained herein.

Sincerely,
DEMSEY, FILLIGER AND ASSOCIATES

A handwritten signature in cursive script that reads "T. Louis Filliger".

T. Louis Filliger, FSA, EA, MAAA
Partner & Actuary

Benefit Plan Provisions

This report analyzes the health and welfare benefit plans of the District including medical, prescription drug, behavioral health, dental, and vision benefits. The medical plans include the following Blue Cross Prudent Buyer Classic PPO options: "80-G \$30" for Certificated; "80-L \$30", "80-G \$30", "90-C \$30", and "100-A \$10" for Management/Confidential; and "Minimum Value PPO", "80-G \$30", "90-C \$30", and "100-A \$0" for Classified. Prescription drug coverage is carved out and provided through one of three Navitus Prescription Drug Card plans: "200/10-35", "7-25", and "9-35". Behavioral health coverage is provided under the medical plans. These plans are self-insured on a pooled basis through the Self-Insured Schools of California (SISC). Dental coverage is provided through the District's self-insured Dental plan, and vision coverage is provided through Medical Eye Services (MES).

Eligibility for District-paid Benefits

District employees may retire with District-paid medical and dental benefits after satisfaction of age and service requirements that vary by bargaining unit or employee classification, as follows:

Classified: Age 55 & 13 years of consecutive service. Benefits for retirements prior to July 1, 2007 extend for a maximum of 5 years and do not include District-paid dental premiums.

Certificated: Age 55 & 13 years of service, including 5 years immediately before retirement.

Management/Confidential/Professional: Age 55 and 10 years of service (13 years for those hired on or after January 1, 2013). Benefits end at the earlier of 10 years or age 65, which is age 65 in all cases due to the age 55 requirement.

Certificated retirees are subject to a maximum dollar contribution ("cap") for District-paid benefits. The cap is equal to the sum of the composite premiums for medical, prescription drug, and dental coverages for active employees, and is \$1,095.00/ month for 2015/16.

Classified employees retiring on or after July 1, 2007 are eligible to receive District-paid medical, prescription drug and dental coverages, and the cap for these retirees is \$923.56/month for 2015/16.

Management, Confidential, and Professional Specialist retirees are subject to a cap of \$1,072.04 per month for 2015/16.

There is one retiree with lifetime medical, dental and vision benefits, and another retiree receiving District-paid vision benefits, both by special arrangement.

Benefit Plan Provisions (continued)
--

The following table summarizes the monthly premiums for each coverage. The rates shown below all went into effect as of October 1, 2015:

Monthly Premiums

Plan	Retiree Only	Retiree Plus 1	Retiree Plus Family
100-A \$0, Navitus 7-25	\$959.00	\$1,359.00	\$1,729.00
100-A \$10, Navitus 9-35	922.00	1,302.00	1,655.00
90-C \$30, Navitus 9-35	828.00	1,174.00	1,493.00
80-G \$30, Navitus 200/10-35	709.00	1,004.00	1,277.00
80-L \$30, Navitus 200/10-35	624.00	887.00	1,128.00
Minimum Value PPO	554.00	759.00	964.00
Hanford Dental Plan	84.00	84.00	84.00
MES Vision Plan	16.61	16.61	16.61

Valuation Data

Active and Retiree CensusAge distribution of retirees included in the valuation

Age	Count
Under 55	0
55-59	7
60-64	37
65-69	0
70-74	0
75-79	1
80+	<u>0</u>
Total	45
Average Age	61.69

Age/Years of service distribution of active employees included in the valuation

Years→	0-4	5-9	10-14	15-19	20-24	25-29	30-34	35+	Total
<u>Age</u>									
<25	10								10
25-29	61	6							67
30-34	33	40	5						78
35-39	27	23	30	4					84
40-44	11	11	24	22	2				70
45-49	5	8	11	14	4	1			43
50-54	5	4	6	18	1	2	3		39
55-59	5	2	8	19	9	8	2	2	55
60-64	0	3	2	4	4	3	1	1	18
65+*	<u>0</u>	<u>0</u>	<u>1</u>	<u>2</u>	<u>0</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>5</u>
All Ages	157	97	87	83	20	16	6	3	469

*not eligible for District-paid health benefits.

Average Age: 40.86

Average Service: 9.67

Actuarial Assumptions

The liabilities set forth in this report are based on the actuarial assumptions described in this section.

Valuation Date: July 1, 2015

Actuarial Cost Method: Projected Unit Credit

Amortization Method: 30-year level dollar, open period

Discount Rate: 4.0% per annum

Return on Assets: 4.0% per annum

Pre-retirement Turnover: According to the Crocker-Sarason Table T-5 less mortality, increased by 40% at all ages. Sample rates are as follows:

Age	Turnover (%)
25	10.8%
30	10.1
35	8.8
40	7.2
45	5.6
50	3.6
55	1.3

Pre-retirement Mortality: RP-2014 Employee Mortality, without projection. Sample deaths per 1,000 employees are as follows:

Age	Males	Females
25	0.48	0.17
30	0.45	0.22
35	0.52	0.29
40	0.63	0.40
45	0.97	0.66
50	1.69	1.10
55	2.79	1.67
60	4.69	2.44

Post-retirement Mortality: RP-2014 Healthy Annuitant Mortality, without projection. Sample deaths per 1,000 retirees are as follows:

Age	Males	Females
55	5.74	3.62
60	7.78	5.19
65	11.01	8.05
70	16.77	12.87
75	26.83	20.94
80	44.72	34.84
85	77.50	60.50
90	135.91	107.13

Actuarial Assumptions (Continued)
--

Claim Cost per Retiree or Spouse (Dental is composite):

Age	Medical/Rx	Dental
50	\$6,621	\$1,008
55	7,676	1,008
60	8,898	1,008
64	10,015	1,008
65	4,639	1,008
70	4,998	1,008
75	5,384	1,008

Retirement Rates:

Age	Percent Retiring*
55	10.0%
56	12.0
57	15.0
58	18.0
59	20.0
60-61	15.0
62	20.0
63	25.0
64	30.0
65	100.0

* Of those having met eligibility for District-paid benefits. The percentage refers to the probability that an active employee reaching the stated age will retire within the following year.

Trend Rate:

Healthcare costs were assumed to increase according to the following schedule:

FYB	Medical/Rx	Dental
2015	8.0%	4.0%
2016	7.0	4.0
2017	6.0	4.0
2018+	5.0	4.0

Percent Married:

70% of spouses assumed to elect coverage. Male spouses assumed 3 years older than female spouses. For current retirees, actual spousal data was used.

Increases in District Caps:

Management and Certificated caps were assumed to increase at the healthcare trend rates for all future years. The Classified cap was assumed to remain frozen for all future years.

Actuarial Certification

The results set forth in this report are based on our actuarial valuation of the health and welfare benefit plans of the Hanford Elementary School District ("District") as of July 1, 2015.

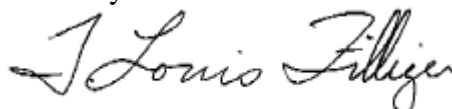
The valuation was performed in accordance with generally accepted actuarial principles and practices. We relied on census data for active employees and retirees provided to us by the District in December, 2015. We also made use of claims, premium, expense, and enrollment data, and copies of relevant sections of healthcare documents provided to us by the District.

The assumptions used in performing the valuation, as summarized in this report, and the results based thereupon, represent our best estimate of the actuarial costs of the program under GASB 43 and GASB 45, and the existing and proposed Actuarial Standards of Practice for measuring post-retirement healthcare benefits. We have assumed no post-valuation mortality improvements, consistent with our belief that there will be no further significant, sustained increases in life expectancy in the United States over the projection period covered by the valuation.

Throughout the report, we have used unrounded numbers, because rounding and the reconciliation of the rounded results would add an additional, and in our opinion unnecessary, layer of complexity to the valuation process. By our publishing of unrounded results, no implication is made as to the degree of precision inherent in those results. Clients and their auditors should use their own judgment as to the desirability of rounding when transferring the results of this valuation report to the clients' financial statements.

The undersigned actuary meets the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion contained in this report.

Certified by:



T. Louis Filliger, FSA, EA, MAAA Date: 2/23/16
Partner & Actuary

Exhibit I

Hanford Elementary School District
GASB 45 Valuation Results By Employee Group

	<u>7/1/2015</u> <u>Valuation Results</u> <u>Certificated</u>	<u>7/1/2015</u> <u>Valuation Results</u> <u>Classified</u>	<u>7/1/2015</u> <u>Valuation Results</u> <u>Management</u>	<u>7/1/2015</u> <u>Valuation Results</u> <u>Confidential</u>	<u>7/1/2015</u> <u>Valuation Results</u> <u>Professional</u>	<u>7/1/2015</u> <u>Valuation Results</u> <u>Total All Groups</u>
Present Value of Benefits						
Actives	\$ 9,609,387	\$ 2,525,653	\$ 2,896,204	\$ 223,650	\$ 255,212	\$ 15,510,106
Retirees	<u>1,207,723</u>	<u>644,420</u>	<u>685,128</u>	<u>-</u>	<u>-</u>	<u>2,537,271</u>
Total PVFB:	\$ 10,817,110	\$ 3,170,073	\$ 3,581,332	\$ 223,650	\$ 255,212	\$ 18,047,377
Accrued Liability:						
Actives	\$ 3,650,724	\$ 1,471,439	\$ 1,582,538	\$ 102,375	\$ 18,048	\$ 6,825,124
Retirees	<u>1,207,723</u>	<u>644,420</u>	<u>685,128</u>	<u>-</u>	<u>-</u>	<u>2,537,271</u>
Total AL:	\$ 4,858,447	\$ 2,115,859	\$ 2,267,666	\$ 102,375	\$ 18,048	\$ 9,362,395
Assets*	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Unfunded Accrued Liability ("UAL")	\$ 4,858,447	\$ 2,115,859	\$ 2,267,666	\$ 102,375	\$ 18,048	\$ 9,362,395
<u>GASB 45 ARC ("Annual Required Contributions")</u>						
Service Cost at Year-end	\$ 354,882	\$ 111,268	\$ 114,907	\$ 8,555	\$ 9,552	\$ 599,164
30-year amortization of District-paid UAL	<u>280,965</u>	<u>122,360</u>	<u>131,139</u>	<u>5,920</u>	<u>1,044</u>	<u>541,428</u>
Total ARC (District's Annual Expense)	\$ 635,847	\$ 233,628	\$ 246,046	\$ 14,475	\$ 10,596	\$ 1,140,592

*Assets, if any, allocated in proportion to AL for illustration purposes only; GASB 45 does not provide authority for this calculation.

**Hanford Elementary School District
Development of Annual OPEB Costs**

Exhibit II

	Amounts
Net OPEB Obligation 6/30/2008	-
ARC for 2008-9	842,280
Interest on Net OPEB Obligation	-
Amortization adjustment to ARC	-
Annual OPEB Cost 2008-9	842,280
Employer Contribution	(414,954)
Net OPEB Obligation 6/30/2009	427,326
ARC for 2009-10	826,881
Interest on Net OPEB Obligation	-
Amortization adjustment to ARC	-
Annual OPEB Cost 2009-10	826,881
Employer Contribution	(494,639)
Change in Net OPEB Obligation 2009-10	332,242
Net OPEB Obligation 6/30/2009	427,326
Net OPEB Obligation 6/30/2010	759,568
ARC for 2010-11	826,881
Interest on Net OPEB Obligation	37,978
Amortization adjustment to ARC	(49,411)
Annual OPEB Cost 2010-11	815,448
Employer Contribution	(445,255)
Change in Net OPEB Obligation 2010-11	370,193
Net OPEB Obligation 6/30/2010	759,568
Net OPEB Obligation 6/30/2011	1,129,761
ARC for 2011-12	858,059
Interest on Net OPEB Obligation	56,488
Amortization adjustment to ARC	(73,493)
Annual OPEB Cost 2011-12	841,054
Employer Contribution	(402,691)
Change in Net OPEB Obligation 2011-12	438,363
Net OPEB Obligation 6/30/2011	1,129,761
Net OPEB Obligation 6/30/2012	1,568,124
ARC for 2012-13	858,059
Interest on Net OPEB Obligation	78,406
Amortization adjustment to ARC	(73,493)
Annual OPEB Cost 2012-13	862,972
Employer Contribution	(384,932)
Change in Net OPEB Obligation 2012-13	478,040
Net OPEB Obligation 6/30/2012	1,568,124
Net OPEB Obligation 6/30/2013	2,046,164
ARC for 2013-14	964,836
Interest on Net OPEB Obligation	81,847
Amortization adjustment to ARC	(118,344)
Annual OPEB Cost 2013-14	928,339
Employer Contribution	(512,826)
Change in Net OPEB Obligation 2013-14	415,513
Net OPEB Obligation 6/30/2013	2,046,164
Net OPEB Obligation 6/30/2014	2,461,677
ARC for 2014-15	964,836
Interest on Net OPEB Obligation	98,467
Amortization adjustment to ARC	(142,376)
Annual OPEB Cost 2014-15	920,927
Employer Contribution	(581,196)
Change in Net OPEB Obligation 2014-15	339,731
Net OPEB Obligation 6/30/2014	2,461,677
Net OPEB Obligation 6/30/2015	2,801,408
ARC for 2015-16	1,140,592
Interest on Net OPEB Obligation	112,056
Amortization adjustment to ARC	(162,006)
Annual OPEB Cost 2015-16	1,090,642

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Dr. Paul J. Terry

FROM: David Endo

DATE: 02/29/2016

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 03/09/2016

ITEM: Consider acceptance of the District's self insured dental plan actuarial study.

PURPOSE: This District is required to conduct an actuarial study of its self insured dental plan on a triennial basis pursuant to Education Code 17566(e). The actuarial plan reviews the sufficiency of reserves, recommends future reserves, estimates plan expenses, and recommends future dental rates.

FISCAL IMPACT: The actuarial study determined that the District has sufficient reserves and the recommends future rates that will result in no change to the current cost of dental insurance.

RECOMMENDATIONS: Accept the actuarial study of the District's self insured dental plan.



February 23, 2016

Mr. David Endo
Chief Business Official
Hanford Elementary School District
714 N. White Street
P.O. Box 1067
Hanford, CA 93232

Re: Actuarial Review for Hanford Elementary School District ("District")

Dear Mr. Endo:

This report presents the results of our actuarial review of the District's self-insured dental plan as of June 30, 2015, pursuant to California Education Code Section 17566(e), which requires triennial actuarial reviews of self-insured health and welfare benefits sponsored by California school districts.

We appreciate the opportunity to be of service to the District, and are available to answer any questions you may have concerning any information contained herein.

Sincerely,
DEMSEY, FILLIGER & ASSOCIATES

A handwritten signature in dark ink, reading 'T. Louis Filliger' in a cursive script.

T. Louis Filliger, FSA
Partner & Actuary

Hanford Elementary School District

Actuarial Review as of June 30, 2015

For the District's Self-Insured Dental Plan

Prepared By:

DEMSEY, FILLIGER & ASSOCIATES

February, 2016



Background

The Hanford Elementary School District (District) provides self-insured, District-paid dental benefits to approximately 646 primary enrollees through the Stanislaus Dental Foundation. The District pays claims and administrative expenses as they fall due, in addition to maintaining a cash reserve with the Kings County Treasury.

In February, 2016, the District selected Demsey, Filliger and Associates to perform an actuarial review of the self-insured dental plan. The purposes of the review are to:

- Determine the sufficiency of actuarial reserves as of June 30, 2015, and recommend actuarial reserves as of June 30, 2016 and 2017;
- Prepare an estimate of paid claims and expenses for the fiscal years beginning July 1, 2015, 2016, and 2017;
- Recommend budgeting rates for the years beginning July 1, 2015, 2016, and 2017; and
- Achieve ongoing compliance with the triennial actuarial review requirements of California Education Code Section 17566(e).

Demsey, Filliger & Associates, LLC is an independently-owned actuarial firm, with headquarters in Chatsworth, California. We have set forth the results of our review in this report, and are available to answer any questions the District may have concerning the contents of this report.

Benefit Plan Provisions

Dental Benefits

The dental plan is self-insured, and provided through the Stanislaus Dental Foundation. Active employees, retirees, and surviving spouses or surviving domestic partners of active employees and retirees are eligible. Some of the main provisions of the plan are as follows:

- Fee reimbursement for participating dentists - Usual, Customary & Reasonable. Fees for non-participating dentists are based on the applicable percentage of the lesser of the dentist's actual fee or the Dental Foundation Table of Allowance for the billed procedure.

Pre-approval of fees recommended if a fee of more than \$100 will be charged.

Dentist bills SDF directly for covered services.

- Coverage Levels - A sliding scale based on years of enrollment:

Year of Enrollment*	Percentage (%)
First	70.0%
Second	80.0%
Third	90.0%
Fourth or Later	100.0%

* provided a dentist is seen annually.

Diagnostic, Preventive, Oral Surgery, Endodontic, Periodontic benefits and Crowns, Jackets and Gold or Cast Restorations are paid according to above table. The table does not apply to Prosthodontics or Dental Accident Benefits (see below).

- Prosthodontics - 50%.
- Dental Accident Benefits - 100%, maximum of \$1,000 per person per calendar year.
- Orthodontics - Not covered.
- \$2,000 maximum per person per calendar year.

Financial Results

Projected Plan Costs and Recommended Reserves

Based on a review of 36 months of claims data for the dental plan, and using the actuarial assumptions and methodology explained later in the report, we have determined the following projected plan costs for the years ending June 30, 2016, 2017 and 2018, and recommended reserves for the years ending June 30, 2015, 2016 and 2017.

The recommended reserves are for Incurred but Not Reported (IBNR) claims and claims settlement expenses as of the end of each fiscal year. Our estimate of these reserves is based on an analysis of the claim lag data provided to us for this review by the District. Our analysis revealed an average effective claim lag of slightly under 1.0 months for dental claims. The projected paid claims and administrative expenses are based on the enrollment numbers shown in the table below.

Item	Projected 2015-16 (July 1, 2015 through June 30, 2016)	Projected 2016-17 (July 1, 2016 through June 30, 2017)	Projected 2017-18 (July 1, 2017 through June 30, 2018)
Dental claims	\$564,444	\$572,595	\$593,467
Dental administration	<u>29,783</u>	<u>30,608</u>	<u>31,477</u>
Annual plan costs	\$594,227	\$603,203	\$624,944
Reserves	As of June 30, 2015	As of June 30, 2016	As of June 30, 2017
Dental	\$45,020	\$46,530	\$47,377
Administrative	<u>2,483</u>	<u>2,482</u>	<u>2,551</u>
Total reserves	\$47,503	\$49,012	\$49,928
Average Primary Enrollees	646	646	646

Statement of Reserve Sufficiency

We have determined that the cash reserve of approximately \$150,000 the District held with the Kings County Treasury as of June 30, 2015 is sufficient to cover all reasonably anticipated incurred but not reported claims and non-claims expenses as of the statement date. This figure is based on 1.5 months of paid claims plus a 2 month unearned premium reserve. To be strictly comparable to DF&A's reserves, shown above, the unearned premium reserve should be excluded from the comparison. This results in an IBNR reserve of \$70,556, which is sufficient to cover estimated IBNR claims and non-claims expenses as of June 30, 2015.

<p style="text-align: center;">Financial Results (Continued)</p>
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Recommended Budgeting Rates

The following budgeting rates are sufficient to cover expected paid claims and administrative expenses, with no change in book reserve:

Monthly rates - Without reserve adjustment

Rate Group	FYE 2016	FYE 2017	FYE 2018
COBRA Single	\$44.26	\$44.90	\$46.54
COBRA 2-Party	102.36	103.83	107.62
COBRA Family	167.54	169.96	176.15
All Retirees	81.12	82.29	85.29
All Active Employees	81.12	82.29	85.29

The following rates are sufficient to cover expected paid claims and administrative expenses, adjusted for the recommended increase in book reserve. For all three fiscal years in the projection, we have used the change in book reserve from beginning to end of each fiscal year. Because of the de minimis amount involved, we added a flat amount to each rate cell rather than use percentages.

Monthly rates - With reserve adjustment

Rate Group	FYE 2016	FYE 2017	FYE 2018
COBRA Single	\$44.47	\$45.03	\$46.72
COBRA 2-Party	102.57	103.96	107.80
COBRA Family	167.75	170.09	176.33
All Retirees	81.33	82.42	85.47
All Active Employees	81.33	82.42	85.47

Methods and Assumptions

Establishing Reserves for Claims Incurred But Not Reported (IBNR Reserve)

We examined lag data provided to us by the District. That lag data showed the number of days between the last date of service and the date the claims were paid, for the most recent 3 plan years. Based on our analysis of the data, we found that the average effective claim lag was slightly under 1.0 month. We used a factor of 1.0 month for simplicity. This approach implicitly includes the Reported but Not Paid Reserve (RBNP) as part of the IBNR Reserves shown in this report.

GASB 10 discourages taking into account actual runout after the statement date in determining IBNR reserves*, so we have not used actual post-June 30, 2015 paid claims data in our IBNR reserves as of the statement date.

We averaged paid claims over a rolling 24 month period, and projected the resulting amounts forward at the assumed dental trend rate (3%) through June 30, 2018. The incurred but not reported (IBNR) claim reserve was then calculated as 1.0 months of average paid claims as of the end of each fiscal year, adjusted for trend at 3% between the midpoint of the averaging period and the statement date. We lowered the dental trend assumption from 4% used in prior reviews to 3% due to the absence of any extended period of per capita cost increases over the period of our review.

Administrative fees include claims administration of \$3.75 per primary enrollee per month, and a one-time setup fee of \$2.25 per primary enrollee. We assumed that total enrollment in the plan would remain level at approximately 646 primary enrollees through the end of the projection period (June 30, 2018). An increase in total enrollment would increase the IBNR reserves and total projected expenses, but not the recommended funding rates.

*See paragraph 22 of GASB 10.

Actuarial Certification

The reserves set forth in this report are based on our actuarial review of the self-insured dental plan of the Hanford Elementary School District, as of June 30, 2015.

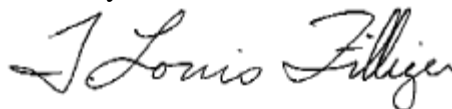
The review has been performed in accordance with generally accepted actuarial principles and practices, and is for the purpose of achieving ongoing compliance with the requirements of California Education Code Section 17566(e). We made use of claims, premium, expense, and enrollment data, and copies of relevant sections of budget items and financial statements, provided to us by the District and prepared by the District and the Stanislaus Dental Foundation.

The assumptions used in performing the review, as summarized in this report, and the results based thereupon, represent our best estimate of the actuarial costs of the plan under GASB 10 and the existing and proposed Actuarial Standards of Practice for measuring the liabilities associated with employer-provided health and welfare benefits.

Throughout the report, we have used unrounded numbers, because rounding and the reconciliation of the rounded results would add an additional, and in our opinion unnecessary, layer of complexity to the review process. By our publishing of unrounded results, no implication is made as to the degree of precision inherent in those results. Clients and their auditors should use their own judgment as to the desirability of rounding when transferring the results of this report to the clients' financial statements.

The undersigned actuary meets the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion contained in this report.

Certified by:



T. Louis Filliger, FSA, EA, MAAA Date: 2/23/16
Partner & Actuary