

Hanford Elementary School District

REGULAR BOARD MEETING AGENDA

Wednesday, May 11, 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# 16-37 - Monroe

Case# 16-38 - Kennedy

Case# 16-39 - Kennedy

Case# 16-03 - Kennedy

OPEN SESSION

- Take action on closed session items

1. PRESENTATIONS, REPORTS AND COMMUNICATIONS

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

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

2. PROVISIONAL APPOINTMENT INTERVIEWS – TRUSTEE AREA 3

- a) The Board shall interview the candidates and accept oral or written public input

3. PROVISIONAL APPOINTMENT – TRUSTEE AREA 3

- a) Administer Oath of Office to new Trustee

- *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.*

4. 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 April 22, 2016 and April 29, 2016
- b) Approve minutes of Regular Board Meeting April 27, 2016
- c) Approve interdistrict transfers as recommended
- d) Approve donation of \$5,520.00 from Monroe Parent Teacher Club to Monroe
- e) Approve donation of \$500.00 from Kohl's to Monroe
- f) Approve donation of \$9,840.62 Jefferson Parent Teacher Club to Jefferson
- g) Adopt Resolution #15-16: Regarding Absent Board Member Compensation

5. INFORMATION ITEMS

- a) Receive for information the following revised Board Policy and Administrative Regulations: (Martinez)
 - BP/AR 4030 – Nondiscrimination in Employment (Revised/New)
 - AR 4031 – Discrimination in Employment: Complaint Procedure (Deleted)
- b) Receive for information the following revised Administrative Regulation: (Martinez)
 - AR 4032 – Reasonable Accommodation (Revised)
- c) Receive for information the following revised Board Policy: (Martinez)
 - BP 4119.11, 4219.11, 4319.11 – Sexual Harassment
- d) Receive for information the following revised Board Policies: (Martinez)
 - BP 4121 – Temporary/Substitute Personnel (certificated staff)
 - BP 4221 – Temporary, Short-Term, Substitute, and Non-Represented Part Time Employees (classified staff)

6. BOARD POLICIES AND ADMINISTRATION

- a) Consider approval of Resolution #16-16 Ordering Governing Board Member Elections; Consolidation of Elections Specification of the Election Order (Terry)
- b) Consider approval of a consultant contract with Tulare County Office of Education to provide science professional development (Gabler)
- c) Consider approval of a consultant contract with Tulare County Office of Education to provide English language arts and history professional development (Gabler)
- d) Consider approval of consultant contract with Rick Morris, Creator of New Management, Inc. (Gabler)
- e) Consider adoption of State Board of Education (SBE) approved English language arts programs (Gabler)
- f) Consider adoption of State Board of Education (SBE) approved English learner intervention program (Gabler)
- g) Consider approval of the following revised Board Policy: (Carton)
 - BP 0500 – Accountability
- h) Consider approval of the following revised Board Policy: (Carton)
 - BP 6179 – Supplemental Instruction

7. PERSONNEL (Martinez)

a) Employment

Certificated, effective 8/9/16

- Blanca Alvarado, Teacher, Probationary 1
- Timerie Correia, Teacher, Probationary 1
- Darryn Elliott, Teacher, Probationary 1
- Jennifer Elliott, Teacher, Probationary 1
- Ashley Ellis, Teacher, Intern, Probationary 1
- Osvaldo Garcia, Teacher, Probationary 1
- Leslie Llamas, Teacher, Probationary 1
- Jill Loughran, Teacher, Probationary 1
- Isabel Vega, Teacher, Probationary 1
- Anjali Williams, Teacher, Probationary 1

Certificated Short-term Employment

- Julie Kos, Short-term Teacher – 5.5 hrs., Summer Enrichment Academy, Kennedy, effective 6/9/16 to 6/24/16

Temporary Employees/Substitutes/Yard Supervisors

- Mirella Garibay, Short-term Yard Supervisor – 3.5 hrs., Monroe, effective 4/20/16 to 6/3/16
- Jenny Gonzalez, Substitute Yard Supervisor, effective 4/18/16
- Jose Ibarra, Short-term READY Program Tutor – 4.5 hrs. (M,W,Th,F), Richmond, effective 4/25/16 to 6/3/16

b) Short-term Employment

CERTIFICATED STAFF SUMMER PROGRAMS

Summer School Program at Lincoln School – 5.5 Hours/Day

- Javier Espindola, Summer Program Administrator, effective 6/20/16 to 6/24/16
- Lindsay Hastings, Summer Program Administrator, effective 6/13/16 to 6/17/16
- Julie Pulis, Summer Program Administrator, effective 7/5/16 to 7/8/16
- Cynthia Pursell, Summer Program Administrator, effective 6/27/16 to 7/1/16

Summer School Program at Kennedy School – 5.5 Hours/Day

- Rick Johnston, Summer Program Administrator, effective 6/20/16 to 6/24/16
- Jason Strickland, Summer Program Administrator, effective 6/13/16 to 6/17/16

Nursing Services for Summer Programs – June 9 – July 8 (no school July 4)

June 13-30 – 6.25 Hours/Day

June 9-10 and July 1-8 – 5.5 Hours/Day

- Debra Cawley, School Nurse, effective 6/29-30 and 7/1 (3 days)
- Cara Cummings, School Nurse, effective 6/15-17 and 7/5 (4 days)
- Lissette Leyva, School Nurse, effective 6/9, 10, 13, and 14 (4 days)
- Kathleen Salyer, School Nurse, effective 6/20-24, 6/27-28, and 7/6-8 (10 days)

Summer Enrichment Academy at Kennedy School – 6/9 to 6/24/16 – 5.5 Hours/Day

- Jacquelyn Doyel, Teacher
- Chad Nielsen, Teacher
- Travis Paden, Teacher
- April Silva, Teacher
- Melissa Simas, Teacher
- Kim Washburn, Teacher
- Britney Willard, Teacher
- Gina Young, , Teacher

Summer Academic and Enrichment Academy at Lincoln School – 6/9/16 to 7/8/16 (no school July 4), 5.5 Hours/Day

- Josie Cavanaugh, Teacher
- Gabriel DeLeon, Teacher
- Rose Flores, Teacher
- Crystal Foster, Teacher, effective 6/9/16 to 6/10/16 and 6/27/16 to 7/1/16
- Brooke Fuller, Teacher
- Priscilla Garivay, Teacher
- Christina Gonzales, Teacher

Summer Academic and Enrichment Academy at Lincoln School – 6/9/16 to 7/8/16 (no school July 4), 5.5 Hours/Day (continued)

- Ruth Hernandez, Teacher
- Lindsay Howell, Teacher, effective 6/9/16 to 6/24/16 and 7/5/16 to 7/8/16
- Damien Juarez, Teacher
- Juan Padilla, Teacher
- Nina Schaffer, Teacher
- Stephanie Tatro-Parks, Teacher
- Shanae Vryhof, Teacher

c) Resignations

- Monique Carlos, Media Services Aide – 5.5 hrs., Jefferson, effective 6/10/16
- Michael Carrillo, Substitute Custodian I and Groundskeeper I, effective 4/19/16
- Lorena Cortez, Teacher, Jefferson Charter Academy, effective 6/3/16
- Anthony Hinojos, Teacher, Kennedy, effective 6/3/16
- Araceli Mandujano, Food Service Worker II – 2.5 hrs., Kennedy, effective 6/3/16
- Danielle Portz, Account Technician II – 8.0 hrs., Fiscal Services, effective 6/30/16
- Lorian Riley, School Psychologist, Special Services, effective 6/9/16
- Vanessa Romero, READY Program Tutor – 4.5 hrs., Hamilton, effective 4/29/16
- Carrie Washburn, Teacher, Monroe, effective 6/3/16

d) More Hours

- Christina Jenkins, Yard Supervisor, from 2.0 hrs. to 3.0 hrs., Monroe, effective 4/20/16

e) Decrease in Hours

- Cedric Harbor, Short-term Yard Supervisor, from 2.0 hrs. to 1.0, Monroe, effective 4/20/16 to 6/3/16
- Christina Horn, Yard Supervisor, from 2.25 hrs., to 1.0 hr., Lincoln, effective 4/21/16

f) Leave of Absence

- Angela Gutierrez, Food Service Worker I – 3.25 hrs., Roosevelt, effective 4/28/16 to 6/3/16, baby bonding

g) Job Description

- Director of Categorical Programs (revised and title changed to Director of Program Development, Assessment and Accountability)

h) Volunteers

<u>Name</u>	<u>School</u>
Magali Alatorre	Hamilton
Carole Skaggs	Monroe
Nadia Martinez	Richmond
Roxanne Briano	Roosevelt

8. FINANCIAL (Endo)

- a) Consider approval of bond counsel agreement
- b) Consider approval of food service agreements with the Kings County Office of Education and Hanford Christian School
- c) Consider approval of Kings County Treasurer's Quarterly Compliance Report

ADJOURN MEETING

HANFORD ELEMENTARY SCHOOL DISTRICT
AGENDA REQUEST FORM

TO: Dr. Paul Terry
FROM: Liz Simas
DATE: April 27, 2016

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

Date you wish to have your item considered: May 11, 2016

ITEM: Administrative Panel Recommendations and Readmissions

PURPOSE:

Case# 16-37 - Monroe

Case# 16-38 - Kennedy

Case# 16-39 - Kennedy

Case# 16-03 - Kennedy

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Board of Trustees

FROM: Paul J. Terry, Ed. D.

DATE: May 6, 2016

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: May 11, 2016

ITEM: Provisional appointment interviews - Trustee Area #3

PURPOSE: The Board shall interview the candidates and accept oral or written public input

FISCAL IMPACT: None

RECOMMENDATIONS: Adopt

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Board of Trustees

FROM: Paul J. Terry, Ed. D.

DATE: May 6, 2016

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: May 11, 2016

ITEM: Provisional Appointment - Trustee Area #3

PURPOSE: Administer Oath of Office to new Trustee

FISCAL IMPACT: None

RECOMMENDATIONS: Adopt

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Dr. Paul J. Terry

FROM: David Endo

DATE: 05/02/2016

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 05/11/2016

ITEM:

Approval of warrants

PURPOSE:

The administration is requesting the approval of the warrants listed on the registers dated: 04/22/16 and 04/29/16.

FISCAL IMPACT:

See attached.

RECOMMENDATIONS:

Approve the warrants.

Credit Card Register For Payments
Dated 04/22/2016

Document Number	Vendor Number	Vendor Name	Amount
14015439	1839	ATLAS PEN & PENCIL CORP. Inst'l Matl's	\$858.67
14015440	176	BSN SPORTS Inst'l Matl's	\$96.07
14015441	286	CCP INDUSTRIES INC. Maint. Supplies	\$62.05
14015442	5747	CRISIS PREVENTION INSTITUTE (C Other Services	\$150.00
14015443	652	HANFORD SENTINEL Other Services	\$97.65
14015444	4141	HMS INC Rentals, Leases & Repairs	\$1,095.00
14015445	831	LAKESHORE LEARNING Inst'l Matl's	\$441.50
14015446	1214	REALLY GOOD STUFF Allowance	\$88.91
14015447	1278	S & S WORLDWIDE INC. Inst'l Matl's	\$45.13
14015448	1322	SCHOOL HEALTH CORPORATION Inst'l Matl's	\$78.47
14015449	5391	STARFALL EDUCATION Inst'l Consultant	\$270.00
Total Amount of All Credit Card Payments:			\$3,283.45

Warrant Register For Warrants

Dated 04/22/2016

Warrant Number	Vendor Number	Vendor Name	Amount
12517455	6403	A BOUNCIN' BLAST Inst'l Matl's	\$855.00
12517456	14	ACSA Other Services	\$164.00
12517457	2972	ROSA E. ADAMS Allowance	\$100.00
12517458	6431	AMAZON.COM Books/Inst'l Matl's/ Other Supplies	\$4,632.91
12517459	59	AMERIPRIDE UNIFORM SERVICES Mop/Mat/Laundry	
12517460	6253	AT&T Telephone	\$1,210.12
12517461	3947	ATKINSON ANDELSON LOYA RUUD & Legal	\$523.80
12517462	4983	B & H PHOTO-VIDEO Inst'l Matl's/Other Supplies	\$1,332.08
12517463	140	BIG 5 SPORTING GOODS CORP. Inst'l Matl's	\$580.18
12517464	6485	MARK BORGES Travel & Conf.	\$43.00
12517465	6647	CDS MICRO SYSTEMS Maint. Supplies	\$89.97
12517466	1667	CDW GOVERNMENT INC. Inst'l Matl's	\$4,384.88
12517467	4452	CENTRAL VALLEY SUPPORT SERVICE Other Services	\$277.50
12517468	6552	CHILDREN'S STORYBOOK GARDEN Inst'l Consultant	\$500.00
12517469	6610	CMC – CENTRAL Travel & Conf.	\$750.00
12517470	373	CPM EDUCATIONAL PROGRAM Books	\$2,881.59
12517471	3973	DANIELLE DARPLI Allowance	\$66.21
12517472	5710	E & M'S REPTILE FAMILY LLC Inst'l Consultant	\$275.00
12517473	4346	EAI EDUCATION Inst'l Matl's	\$329.70
12517474	3069	ANDREA ERMIE Allowance	\$83.91
12517475	6111	FAST FEDERAL CREDIT UNION Office Supplies	\$925.00
12517476	6453	FLOWERS BAKING COMPANY Food	\$1,491.80
12517477	6656	LEYANNE FORERO Allowance	\$75.00
12517478	6173	FP MAILING SOLUTIONS Leases	\$671.96
12517479	5960	LAUREN FRANCO Allowance/Inst'l Matl's	\$152.76
12517480	1769	FRESNO PRODUCE Food	\$19,447.10
12517481	556	JOY GABLER Travel & Conf/Mileage	\$43.45
12517482	5590	PRISCILLA GARIVAY Allowance	\$76.27
12517483	1393	GAS COMPANY Gas	\$547.48
12517484	591	GOLD STAR FOODS Food	\$17,021.83
12517485	5631	GREAT AMERICAN PRODUCTS Inst'l Consultant	\$600.00
12517486	632	CITY OF HANFORD Water/Sewer	\$615.30
12517487	5052	IMAGINE U CHILDRENS MUSEUM Inst'l Matl's	\$325.00
12517488	4597	IVS COMPUTER TECHNOLOGY Maint. Supplies	\$478.56
12517489	779	KEENAN & ASSOC./CPIC Health & Welfare	\$5,415.00
12517490	778	KEENAN & ASSOC./MED. EYE SERV. Health & Welfare	\$10,371.76
12517491	801	KINGS COUNTY MOBILE LOCKSMITH Other Supplies	\$90.56
12517492	6652	KINGS CULTURAL CENTER Inst'l Matl's	\$150.00
12517493	2910	KINGS DANCE CENTER Inst'l Matl's	\$455.00
12517494	5937	JESSICA KNODEL Allowance	\$89.51
12517495	6224	LAWSON PRODUCTS INC Other Transportation Parts	\$34.12
12517496	6527	LISSETTE LEYVA Mileage	\$26.41
12517497	876	SHARON LOPEZ Allowance	\$98.52
12517498	6657	FRANK LOURENCO Other Services	\$21.00
12517499	4704	KELLEY MAYFIELD Allowance	\$53.70
12517500	5688	MIRANDA MENDOZA-ROBINSON Inst'l Matl's	\$238.96
12517501	6654	MEGAN MUNRO Allowance	\$100.00
12517502	4093	MUSEUM OF TOLERANCE Inst'l Matl's	\$1,102.50

**Warrant Register For Warrants Dated
04/22/2016**

4/22/2016 7:31:52AM

Warrant Number	Vendor Number	Vendor Name	Amount
12517503	6655	MELISSA NABAYAN Allowance	\$76.79
12517504	4188	CHAD NIELSEN Inst'l Matl's/Mileage	\$66.29
12517505	1047	NORTHERN TOOL & EQUIPMENT Maint. Supplies	\$68.48
12517506	1050	JENNY NOWACK Payroll Liability Holding	\$7.00
12517507	1071	ORIENTAL TRADING CO. INC. Inst'l Matl's	\$819.97
12517508	5111	P & R PAPER SUPPLY COMPANY INC Other Supp/Custodian	\$5,554.87
12517509	5827	JENNIFER PERRYMAN Inst'l Matl's	\$120.88
12517510	1168	PRODUCERS DAIRY PRODUCTS Food	\$6,594.93
12517511	5279	HENRY ALLEN C RALSTON Allowance	\$63.00
12517512	5456	RICK'S VENDING Inst'l Matl's	\$148.25
12517513	4511	DOUG ROSE Travel & Conf	\$43.00
12517514	2646	JILL RUBALCAVA Travel & Conf/Mileage	\$43.45
12517515	6328	SAM ACADEMY Inst'l Matl's	\$577.50
12517516	1303	SAVE MART SUPERMARKETS Food	\$254.57
12517517	5079	SCHOOL KIDS HEALTHCARE Warehouse	\$75.25
12517518	1326	SCHOOL SERVICES OF CALIF. INC. Dues & Memberships	\$295.00
12517519	6368	SINCLAIR RESEARCH GROUP Inst'l Consultant	\$3,250.00
12517520	1367	SISC III Health & Welfare	\$540,359.00
12517521	1801	SMART & FINAL STORES (HFD/KIT) Food	\$129.44
12517522	1389	PATRICIA SOPER Mileage	\$89.86
12517523	1392	SOUTHERN CALIFORNIA EDISON CO. Electricity	\$4,805.21
12517524	2031	SOUTHWEST SCH & OFFICE SUPPLY Warehouse	\$626.94
12517525	1403	STANISLAUS FOUNDATION – DENTAL Other Services	\$24,140.85
12517526	2188	SUPPLYWORKS Maint. Supp/Warehouse	\$1,403.14
12517527	1444	SYSCO FOODSERVICES OF MODESTO Food/Other Supplies	\$34,569.99
12517528	4021	KELLY TAGGERT Inst'l Matl's	\$79.17
12517529	1466	TERMINIX INTERNATIONAL Pest Control	\$25.00
12517530	5946	THE HARTFORD Health & Welfare	\$1,115.68
12517531	4114	TULARE CO OFFICE OF EDUCATION Travel & Conf.	\$450.00
12517532	2043	TULARE COUNTY OFFICE OF ED Travel & Conf.	\$150.00
12517533	4064	TULARE COUNTY OFFICE OF ED Travel & Conf.	\$750.00
12517534	4522	US AIR CONDITIONING DIST INC. Maint. Supplies	\$212.74
12517535	6395	DENISE WESTLUND Inst'l Matl's	\$26.61
12517536	6106	BRITTANY WILLARD Allowance	\$235.39

Total Amount of All Warrants:

\$707,291.37

Warrant Register For Warrants

Dated 04/29/2016

Warrant Number	Vendor Number	Vendor Name	Amount
12518303	1142	MICHELE ALEXANDER Mileage	\$32.29
12518304	6646	ADONIS ALZOLA others services	\$57.41
12518305	4670	ALICIA ARTHUR Allowance	\$23.87
12518306	4983	B & H PHOTO-VIDEO office Supplies	\$516.00
12518307	6469	JENNIFER BAKER Mileage	\$34.78
12518308	4119	KRISTINA BALDWIN Instructional Materials-Classroom	\$33.33
12518309	1690	BATTERY SYSTEMS maintenance Supplies	\$400.72
12518310	5749	KAYLEE BOSWORTH Allowance	\$34.82
12518311	6582	BRADFORD STEEL CONSTRUCTION IN Bldgs & Improvements	\$18,135.00
12518312	6658	BRICKS4KIDZ Instructional Consultant	\$285.00
12518313	6402	BLANCA BULLER Allowance	\$100.00
12518314	3654	JOSEFA BUSTOS-PELAYO Mileage/Travel	\$433.37
12518315	236	STATE OF CALIFORNIA others services/operating exp.	\$1,475.00
12518316	355	CDT INC. other services/operating exp.	\$101.00
12518317	1667	CDW GOVERNMENT INC. office supplies	\$193.46
12518318	324	CHILDS & COMPANY INC. Maintenance Supplies	\$304.80
12518319	6605	CLUB Z! TUTORING others services	\$16,449.62
12518320	6128	SARAH COAKLEY office Supplies	\$23.80
12518321	4178	COOK'S COMMUNICATION Stores	\$1,257.75
12518322	373	CPM EDUCATIONAL PROGRAM Books other than Textbook	\$1,992.03
12518323	414	DELL COMPUTER CORPORATION other Services	\$5,914.50
12518324	1948	DOWNING PLANETARIUM CSUF Instructional Mtrls/class	\$525.00
12518325	562	GRACIELA GARCIA Allowance	\$96.00
12518326	3862	SHELLY GARRETT Allowance	\$100.00
12518327	1393	GAS COMPANY Gas	\$377.66
12518328	5323	NATIVIDAD GEORGE Mileage	\$126.36
12518329	5631	GREAT AMERICAN PRODUCTS Instructional Consult	\$600.00
12518330	5631	GREAT AMERICAN PRODUCTS Instructional Consult	\$600.00
12518331	5631	GREAT AMERICAN PRODUCTS Instructional Consult	\$600.00
12518332	5631	GREAT AMERICAN PRODUCTS Instructional Consult	\$1,200.00
12518333	622	CHERYL GUILBEAU Mileage	\$43.96
12518334	686	JERI HIGDON Comm- Postage	\$33.57
12518335	3015	INSECT LORE Insect Lore	\$260.43
12518336	796	KINGS COUNTY OFFICE OF ED Rentals/Leases/2prs & other Svcs	\$602.00
12518337	6459	MELODY LEE Mileage	\$43.96
12518338	4299	CHRISTINE LUIS Allowance	\$100.00
12518339	1004	MORRISON'S SILKSCREEN Instructional Mtrls-Class	\$166.63
12518340	4188	CHAD NIELSEN Instructional mtrls-Classroom	\$44.52
12518341	3735	JUDY NOJI Instructional Mtrls-Classroom	\$54.82
12518342	2011	MARICELY PIMENTEL Allowance	\$100.00
12518343	1144	PORT OF SUBS other Supplies	\$35.00
12518344	2799	ROLLER TOWNE Instructional mtrls-Classroom	\$425.00
12518345	2799	ROLLER TOWNE Instructional Mtrls-Classroom	\$595.00
12518346	5558	ROSA BROTHERS MILK COMPANY Instructional Mtrls class	\$280.00
12518347	6328	SAM ACADEMY Instructional Mtrls-Classroom	\$840.00
12518348	1293	SAN JOAQUIN CHEMICALS INC. Maintenance Supplies	\$1,707.91
12518349	5923	SASSER SPECIALTIES Instructional Mtrls-Classroom	\$1,870.50
12518350	6199	SCOOTPAD CORPORATION Instructional Consult.	\$585.25

Warrant Register For Warrants

Dated 04/29/2016

Warrant Number	Vendor Number	Vendor Name	Amount
12518351	3743	SHRED-IT USA - FRESNO <i>Shredding</i>	\$129.13
12518352	1356	SILVAS OIL COMPANY INC. <i>Gas/Diesel Fuel</i>	\$676.65
12518353	4031	SIX FLAGS MAGIC MOUNTAIN <i>Instructional Mtrls -class</i>	\$1,282.66
12518354	1392	SOUTHERN CALIFORNIA EDISON CO. <i>Electricity</i>	\$4,090.35
12518355	2031	SOUTHWEST SCH & OFFICE SUPPLY <i>Stores</i>	\$250.61
12518356	1403	STANISLAUS FOUNDATION - DENTAL <i>other services</i>	\$15,913.00
12518357	1435	SUPERIOR DAIRY <i>Instructional mtrls - Classroom</i>	\$171.00
12518358	2188	SUPPLYWORKS <i>maintenance supplies/stores</i>	\$1,902.86
12518359	4017	JOSE TORRES <i>Allowance</i>	\$98.12
12518360	4114	TULARE CO OFFICE OF EDUCATION <i>Travel & Conferences</i>	\$900.00
12518361	1504	TURF STAR INC. <i>Grounds Supplies</i>	\$628.02
12518362	1525	UNIVERSAL SPECIALTIES INC. <i>Maintenance supplies</i>	\$288.22
12518363	6370	VALLEY COYOTES <i>Instructional Mtrls - Classroom</i>	\$1,250.00
12518364	1558	VERIZON WIRELESS <i>Comm- Telephones</i>	\$9.76
12518365	1575	WALMART COMMUNITY/RFCSLLC <i>Allow/other sup/Instr Mtrls</i>	\$1,037.18
12518366	5851	ALEXANDRA WHETTON <i>Instructional Mtrls -classroom</i>	\$50.50
Total Amount of All Warrants:			\$88,490.18

Grand Total For All Districts:

\$88,490.18 17/119

Credit Card Register For Payments Dated 04/29/2016

Document Number	Vendor Number	Vendor Name	Amount
14015515	126	BEDARD CONTROLS INC. Rental, Leases & repairs	\$387.50
14015516	176	BSN SPORTS Instructional Mtrls - Classroom	\$542.68
14015517	2321	GRAPHIC ENTERPRISES INC. office supplies/Instructional Mtrls	\$489.04
14015518	652	HANFORD SENTINEL other services	\$92.85
14015519	4141	HMS INC Building & Improvements	\$332.50
14015520	1111	J W PEPPER & SON INC Instructional Mtrls - Classroom	\$43.25
14015521	806	KINGS COUNTY TROPHY Instructional Mtrls - Classroom	\$1,123.38
14015522	994	MOBILE MODULAR MGMT. CORP. Rentals, Leases & Repairs	\$886.00
14015523	1021	NASCO Instructional Mtrls - Classroom	\$246.82
14015524	5764	QUINN COMPANY Bus Repair parts	\$208.19
14015525	1350	SIGN WORKS Instructional Mtrls - Classroom	\$71.50
14015526	2173	US GAMES Instructional Mtrls - Classroom	\$1,057.90
Total Amount of All Credit Card Payments:			\$5,481.61

Grand Total For All Districts:

\$5,481.61 19/119

Hanford Elementary School District
Minutes of the Regular Board Meeting
April 27, 2016

Minutes of the Regular Board Meeting of the Hanford Elementary School District Board of Trustees on April 27, 2016 at the District Office Board Room, 714 N. White Street, Hanford, CA.

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

Closed Session Trustees immediately adjourned to closed session for the purpose of:

- Student Discipline pursuant to Education Code section 48918
- Conference with Labor Negotiators (GC 54957.6) - HETA

Open Session Trustees returned to open session at 6:05 p.m.

HESD Managers Present Dr. Paul J. Terry, Superintendent, and the following administrators were present: Don Arkelian, Kristina Baldwin, Doug Carlton, Anthony Carrillo, Debra Colvard, Kenny Eggert, David Endo, Joy Gabler, David Goldsmith, Lucy Gomez, Jaime Martinez, Karen McConnell, Gerry Mulligan, Julie Pulis, Jill Rubalcava and Liz Simas.

Expel Case #16-31, 16-32, 16-33, & 16-34 Trustee Hernandez moved to accept the Findings of Fact and expel case #16-31, 16-32, 16-33 and 16-34 for the remainder of the 2015-16 school year for violation of Education Code 48900 as determined by the Administrative Panel at Hearings held April 21, 2016. Parents may apply for Readmission on or after June 3, 2016. Trustee Garner seconded; motion carried 3-0:

Garner – Yes
Hernandez – Yes
Revious – Yes

Public Comments None

Board and Staff Comments None

Requests to Address the Board None

Dates to Remember President Revious reviewed dates to remember: Regular Board Meeting – May 11th at 5:30 p.m.; Employee Recognition Event at JFK – May 18th at 1:30 p.m.

CONSENT ITEMS

Trustee Garner made a motion to take consent items “a” through “f” together. Trustee Hernandez seconded; motion carried 3-0:

Garner – Yes
Hernandez – Yes
Revious – Yes

Trustee Garner then made a motion to approve consent items "a" through "f".
Trustee Hernandez seconded; motion carried 3-0:

Garner – Yes
Hernandez – Yes
Revious – Yes

The items approved are as follows:

- a) Warrant listings dated 4/8/16 and 4/15/16.
- b) Minutes of Regular Board Meeting April 13, 2016.
- c) Interdistrict transfers as recommended.
- d) Donation of \$250.00 from Central California Asthma Collaborative to Roosevelt.
- e) Donation of \$2,000.00 from Big Lots to MLK.
- f) Resolution #14-16: Regarding Absent Board Member Compensation.

INFORMATION ITEMS

Phone Survey David Endo, Chief Business Official, presented Jason List from Isom Advisors who presented for information the phone survey conducted to assess the public's opinion on the projects that have been identified it the Facilities Master Plan.

The phone survey was conducted from Saturday, March 12th to Wednesday, March 23rd and 400 individuals were contacted with general questions, ballot measure statements, G.O. bond projects, and tax tolerance. Majority voters believe in more funding, all projected tested received over 65% support, voters were supportive of tax rates tested and support is above the 55% voter approval threshold. It was recommended the District continues with placing a bond measure on the November election.

Williams Reports Superintendent Terry reported to the Board that the District received no Williams Complaints for the third quarter (1/1/16 – 3/31/16) of the 2015-16 school year.

BP 0500 Doug Carlton, Director of Categorical Programs, presented for information the following revised Board Policy:

- BP 0500 – Accountability

BP 6179 Doug Carlton, Director of Categorical Programs, presented for information the following revised Board Policy:

- BP 6179 – Supplemental Instruction

BOARD ORGANIZATION

Committee Appointments President Revious appointed Trustees to serve on the following committees for 2016 as follows:

- HESD Edcational Foundation – Garner
- Budget Committee - Garcia

BOARD POLICIES AND ADMINISTRATION

Claim of Damages Trustee Garner made a motion reject Claim for Damages: 522758, a minor. Trustee Hernandez seconded; motion carried 3-0:

- Garner – Yes
- Hernandez – Yes

Revious – Yes

- Alternative Billing Consultants** Trustee Revious made a motion to approve the use of Alternative Billing Consultants to process billing submission for Local Education Agency services. Trustee Hernandez seconded; motion carried 3-0:
Garner – Yes
Hernandez – Yes
Revious – Yes
- BP/AR 6142.1** Trustee Garner made a motion to approve revised Board Policy and Administrative Regulation 6142.1 – Sexual Health and HIV/AIDS Prevention Instruction. Trustee Hernandez seconded; motion carried 3-0:
Garner – Yes
Hernandez – Yes
Revious – Yes
- BP 6142.92** Trustee Garner made a motion to approve revised Board Policy 6142.92 – Mathematics Instruction. Trustee Hernandez seconded; motion carried 3-0:
Garner – Yes
Hernandez – Yes
Revious – Yes
- PD from Tulare COE** Trustee Garner made a motion to consultant contract for Professional Development sessions on June 7th and June 10th provide by consultants Julie Joseph and Christine Roberts from Tulare COE. Trustee Hernandez seconded; motion carried 3-0:
Garner – Yes
Hernandez – Yes
Revious – Yes
- PD from Tulare COE** Trustee Garner made a motion to approve consultant contract for Professional Development series on June 28th, June 29th, and October 6th provide by consultants Jen Francone and Marla Martin from Tulare COE. Trustee Hernandez seconded; motion carried 3-0:
Garner – Yes
Hernandez – Yes
Revious – Yes
- BP/AR 6173** Trustee Garner made a motion to approve revised Board Policy and Administrative Regulation 6173 – Education for Homeless Children. Trustee Hernandez seconded; motion carried 3-0:
Garner – Yes
Hernandez – Yes
Revious – Yes
- AR 6173.1** Trustee Garner made a motion to approve revised Administrative Regulation 6173.1 – Education for Foster Youth. Trustee Hernandez seconded; motion carried 3-0:
Garner – Yes
Hernandez – Yes
Revious – Yes
- AR 5111.12** Trustee Garner made a motion to approve deleted Administrative Regulation 5111.12 – Residency Based on Parent/Guardian Employment. Trustee Hernandez seconded;

motion carried 3-0:
Garner – Yes
Hernandez – Yes
Revious – Yes

BP/AR 5111.1 Trustee Garner made a motion to approve revised Board Policy and Administrative Regulation 5111.1 – District Residency. Trustee Hernandez seconded; motion carried 3-0:
Garner – Yes
Hernandez – Yes
Revious – Yes

BP 5117 Trustee Garner made a motion to approve revised Board Policy 5117 – Interdistrict Attendance. Trustee Hernandez seconded; motion carried 3-0:
Garner – Yes
Hernandez – Yes
Revious – Yes

BP/AR 4154, 4254, 4354 Trustee Garner made a motion to approve revised Board Policy and Administrative Regulation 4154, 4254, 4354 – Health and Welfare Benefits (revised and added group 4354 Management, Supervisory and Confidential Employees). Trustee Hernandez seconded; motion carried 3-0:
Garner – Yes
Hernandez – Yes
Revious – Yes

AR 4354 Trustee Garner made a motion to approve revised Administrative Regulation 4354 – Health and Welfare Benefits for Management, Professional Specialist, Supervisory and Confidential Personnel (renumber to 4354.2). Trustee Hernandez seconded; motion carried 3-0:
Garner – Yes
Hernandez – Yes
Revious – Yes

HESD's Initial Proposal Trustee Garner made a motion to approve Hanford Elementary School District's (HESD's) initial proposal for a successor agreement with the Hanford Elementary Teachers Association (HETA) beginning with the 2016-2017 school year. Trustee Hernandez seconded; motion carried 3-0:
Garner – Yes
Hernandez – Yes
Revious – Yes

HETA Initial Proposal Trustee Garner made a motion to approve Hanford Elementary Teachers Association's (HETA's) initial proposal for a successor agreement between HESD and HETA beginning with 2016-2017 school year. Trustee Hernandez seconded; motion carried 3-0:
Garner – Yes
Hernandez – Yes
Revious – Yes

SES Contract Trustee Revious made a motion to approve extension of SES contract with Supplemental Educational Services (SES) Provider organizations list. Trustee

Hernandez seconded; motion carried 3-0:

Garner – Yes
Hernandez – Yes
Revious – Yes

Forcum/Mackey Construction Trustee Garner made a motion to approve bid for the Central Kitchen Remodel to Forcum/Mackey Construction. Trustee Hernandez seconded; motion carried 3-0:

Garner – Yes
Hernandez – Yes
Revious – Yes

PERSONNEL

Trustee Hernandez made a motion to take Personnel items "a" through "g" together. Trustee Garner seconded; motion carried 3-0:

Garner – Yes
Hernandez – Yes
Revious – Yes

Trustee Hernandez then made a motion to approve Personnel items "a" through "g". Trustee Garner seconded; the motion carried 3-0:

Garner – Yes
Hernandez – Yes
Revious – Yes

The following items were approved:

Temporary Employees/Substitutes/Yard Supervisors

***Item "a" –
Employment***

- Debra "Renee" Washington, Substitute Clerk Typist II, effective 4/14/16
- Beverly Watkins, Substitute Food Service Worker I and Yard Supervisor, effective 4/11/16

***Item "b" –
Resignations***

- Allyson Amos, READY Program Tutor – 4.5 hrs., King, effective 4/15/16
- Francisca Estrada de Saldana, Yard Supervisor – 3.25 hrs., Hamilton, effective 4/15/16
- Cecilia Garcia, Substitute Yard Supervisor, effective 2/19/16
- Wendy Solano, Substitute Yard Supervisor, effective 2/17/16
- Brittany Tweedy, Teacher, Hamilton, effective 6/3/16

***Item "c" –
Retirement
Item "d" – More
Hours***

- Lillian Garcia, School Operations Officer – 8.0 hr., King, effective 6/10/16
- Debora Harris, Yard Supervisor, from 2.25 hrs. to 2.75 hrs., Hamilton, effective 4/18/16
- Grace Perez, Yard Supervisor, from 2.0 hrs. to 2.75 hrs., Hamilton, effective 4/18/16

***Item "e" –
Leave of
Absence***

- Patricia Edmond, Yard Supervisor – 3.0 hrs., Lincoln, effective 3/15/16 to 4/29/16, medical
- Malissa Frole, Teacher, Monroe, effective 4/15/16 to 5/6/16, baby bonding
- Olivia Gonsalves, Teacher, King, effective 5/2/16 to 5/19/16, FMLA (Extended)
- Calvin Winston, Yard Supervisor – 2.0 hrs., Monroe, effective 3/29/16 to 6/3/16, FMLA

***Item "f" –
Internship
Contract***

- Authorize agreement to enter into an Internship Contract Agreement between Hanford Elementary School District and Brandman University to be effective March 1, 2016 and continuing until February 28, 2018.

***Item "g" –
Volunteers***

<u>Name</u>	<u>School</u>
Marlene Anaya	Hamilton
Shanntel Brightwell	Hamilton
Sara Maravilla (HESD Employee)	Hamilton
Monica Martinez	Monroe
Marty Perryman	Monroe
Frank West	Monroe
Erin Nuño	Simas
Sandra Ortega	Simas

FINANCIAL

Comprehensive Facilities Maintenance Plan Trustee Garner made a motion to approve the Comprehensive Facilities Maintenance Plan. Trustee Hernandez seconded; motion carried 3-0:
Garner – Yes
Hernandez – Yes
Revious – Yes

Isom Advisors Trustee Hernandez made a motion to approve the contract with Isom Advisors for financial planning services. Trustee Garner seconded; motion carried 3-0:
Garner – Yes
Hernandez – Yes
Revious – Yes

Adjournment There being no further business, President Revious adjourned the meeting at 6:52 p.m.

Respectfully submitted,

Paul J. Terry,
Secretary to the Board of Trustees

Approved:

Timothy Revious, President

Lupe Hernandez, Clerk

No	Reason	A/D	Sch Req'd	Home Sch	Date
I-331	FSY	A	Richmond	Kings River	5/02/2016
I-332	FSY	A	JFK	Kings River	5/02/2016
I-333	FSY	A	Richmond	Armona	5/02/2016

HANFORD ELEMENTARY SCHOOL DISTRICTAGENDA REQUEST FORM

TO: Paul Terry

FROM: Julie Pulis

DATE: April 21, 2016

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

Date you wish to have your item considered: May 11, 2016

ITEM: Donation of \$5,520.00 from Monroe PTCPURPOSE: Accept donation of \$5,520.00Storage Container \$3,975.00
0100-0000-0-1110-1000-440000-024-0000Zero Citation Activities \$1,545.00
0100-0000-0-1110-1000-430006-024-0000FISCAL IMPACT (if any): \$5,520.00RECOMMENDATION (if any): Action.

HANFORD ELEMENTARY SCHOOL DISTRICTAGENDA REQUEST FORM

TO: Paul Terry

FROM: Julie Pulis

DATE: April 21, 2016

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

Date you wish to have your item considered: May 11, 2016

ITEM: Donation of \$500.00 from Kohl'sPURPOSE: Accept donation of \$500.00 from Kohl's to the Monroe READY program.READY Program Incentives \$500.00
0100-0000-0-1110-4000-430001-024-0077FISCAL IMPACT (if any): \$500.00RECOMMENDATION (if any): Action.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Dr. Paul J. Terry

FROM: Javier Espindola

DATE: May 3, 2016

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: May 11, 2016

ITEM: Donation of \$9,840.62 from Jefferson Parent Teacher Club to Jefferson Charter Academy.**PURPOSE:** To be used to reimburse school for study trip expenses and student incentives.**FISCAL IMPACT:** Increase of \$9,840.62 to Jefferson General Fund Budget as follows:

0900-0000-0-1110-1000-430001-021-0000	\$4,692.16
0900-0000-0-1110-1000-571020-021-0000	\$4,648.00
0900-0000-0-1110-1000-580009-021-0000	\$285.00
0900-0000-0-0000-2700-520003-021-0000	\$215.46

RECOMMENDATIONS: Accept Donation

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Board of Trustees

FROM: Paul J. Terry, Ed. D.

DATE: May 2, 2016

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: May 11, 2016

ITEM: Consider adopting Resolution #15-16: Regarding Absent Board Member Compensation.

PURPOSE: Education Code section 35120(c) provides that a board member may be paid for any meeting when absent if the board by resolution duly adopted and included in its minutes finds that at the time of the meeting: 1) he or she is performing services outside the meeting for the school district or districts, (2) he or she was ill or on jury duty, (3) or the absence was due to a hardship deemed acceptable by the board. Trustee Robert 'Bobby' Garcia was unable to attend the April 27, 2016 meeting due to illness.

FISCAL IMPACT: Not to exceed \$240 per month.

RECOMMENDATIONS: Adopt Resolution #15-16.

HANFORD ELEMENTARY SCHOOL DISTRICT***Board Member Absence Verification***

In accordance with Board Bylaw 9250, if a member of the Board of Trustees does not attend all Board meetings during the month, he/she is eligible to receive a percentage of the monthly compensation equal to the percentage of meetings attended unless otherwise authorized by the Board in accordance with law. Board members may be paid for meetings they missed when the Board of Trustees finds that they were performing designated services for the district at the time of the meeting or that they were absent because of illness, jury duty, or a hardship deemed acceptable by the Board. (Education Code 35120)

I was absent from the Board meeting conducted on 4-27-2016.

☐ I am not requesting compensation for the meeting.

☒ I am requesting compensation for the meeting since I was absent from the meeting for the following reason (*check one*):

☐ Performing designated service for the district.

☒ Illness.

☐ Jury Duty.


☐ Hardship (please specify) _____

Board Member Name: Robert (Bobby) Garcia

Board Member Signature: Robert Garcia Date: 5-2-2016

HANFORD ELEMENTARY SCHOOL DISTRICT
Human Resources Department
AGENDA REQUEST FORM

TO: Dr. Paul Terry

FROM: Jaime Martinez 

DATE: May 2, 2016

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

☒ Information
☐ Action

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **May 11, 2016**

ITEM: Receive the following revised Board Policy for information, the addition of the corresponding Administrative Regulation, and the deletion of AR 4031.

PURPOSE: The following Board Policy and new 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 mandates and Education Code changes.

- BP 4030 – Nondiscrimination in Employment (revised)
- AR 4030 – Nondiscrimination in Employment (new)
- AR 4031 – Discrimination in Employment: Complaint Procedure (Delete)

FISCAL IMPACT: None.

RECOMMENDATION: Consider for adoption at next regular board meeting.

All Personnel

BP 4030(a)

NONDISCRIMINATION IN EMPLOYMENT

The Governing Board of Trustees desires is determined to provide a positive work environment where district employees and job applicants a safe, positive environment where they are assured of full and equal employment access and opportunities, protection and are free from harassment or intimidation, and freedom from any fear of reprisal or retribution for asserting their employment rights in accordance with law. The Board prohibits district employees from discriminating against or harassing any other district employee or job applicant on the basis of the person's actual or perceived race, ~~religion~~ religious creed, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military and veteran status, gender, gender identity, gender expression, sex, or sexual orientation.

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

(cf. 4032 - Reasonable Accommodation)

(cf. 4033 Lactation Accommodation)

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

(cf. 4119.41/4219.41/4319.41 - Employees with Infectious Disease)

(cf. 4154/4254/4354 - Health and Welfare Benefits)

(cf. 5145.7 - Sexual Harassment)

The Board also prohibits discrimination against any employee or job applicant in compensation, terms, conditions, and other privileges of employment and the taking of any adverse employment action, including, but not limited to, termination or the denial of employment, promotion, job assignment, or training, against an employee or job applicant based on any of the categories listed above.

(cf. 4032 - Reasonable Accommodation)

(cf. 4154/4254/4354 - Health and Welfare Benefits)

Prohibited discrimination consists of on the basis of taking of any adverse employment action against a person, including termination or denial of promotion, job assignment, or training, or in discriminating against the person in compensation, terms, conditions, or other privileges of employment based on any of the prohibited categories of discrimination listed above.

The prohibition against Prohibited discrimination based on the basis of religious creed of an employee or job applicant includes any discrimination based on an employee's or job applicant's religious belief or observance, including his/her the person's religious dress or grooming practices. In accordance with Government Code 12940, prohibited discrimination on the basis of religious creed also includes the district's failure or refusal to use reasonable means to accommodate an employee's or job applicant's or any conflict between the person's religious belief, observance, or practice which conflicts with and an employment requirement. However, the District The prohibition against discrimination based on the sex of an employee or job applicant shall not accommodate an employee's religious dress practice or religious grooming practice if it requires segregation of the individual from other employees or the public or if it would result in a violation of this policy or any law prohibiting discrimination.

NONDISCRIMINATION IN EMPLOYMENT (continued)

Prohibited sex discrimination includes ~~any~~ discrimination based on an employee's or job applicant's ~~the person's~~ pregnancy, childbirth, breastfeeding, or any related medical conditions. ~~(Government Code 12926, 12940)~~

(cf. 4033 - Lactation Accommodation)

Harassment consists of ~~any~~ unwelcome verbal, physical, or visual conduct that is based on any of the prohibited categories of discrimination listed above and that is so severe or pervasive that it adversely affects an individual's employment opportunities, has the purpose or effect of unreasonably interfering with the individual's work performance, or creates an intimidating, hostile, or offensive work environment.

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

The Board also prohibits retaliation against any district employee or job applicant who opposes any discriminatory employment practice by the district or its employy, agent, or representative or who complains, testifies, assists, or in any way participates in the district's complaint procedures procedures pursuant to this policy. No employee or job applicant who requests an accommodation for any protected characteristic listed in this policy shall be subjected to any punishment or sanction, regardless of whether the request was granted. (Government Code 12940) ~~instituted pursuant to this policy.~~

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

(cf. 4117.4 - Dismissal)

(cf. 4118 - Suspension/Disciplinary Action)

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

~~The Board designates the following position as Coordinator for Nondiscrimination in Employment:~~

Assistant Superintendent of Human Resources
Human Resources Department
Hanford Elementary School District
714 N. White Street
Hanford, CA 93232
(559) 585-3609

~~Any employee or job applicant who believes that he/she has been or is being discriminated against or harassed in violation of district policy or regulation should immediately contact his/her supervisor, the Coordinator for Nondiscrimination in Employment, or the Superintendent who shall advise the employee or applicant about the district's procedures for filing, investigating, and resolving any such complaints.~~

BP 4030(c)

NONDISCRIMINATION IN EMPLOYMENT (continued)

Complaints ~~regarding~~ concerning employment discrimination, ~~or harassment, or retaliation~~ shall immediately be investigated in accordance with procedures specified in the accompanying administrative regulation AR 4031—Complaints Concerning Discrimination in Employment.

(cf. 4031—Complaints Concerning Discrimination in Employment)

Any supervisory or management employee who observes or has knowledge of an incident of prohibited discrimination or harassment shall report the incident to the ~~Coordinator for Nondiscrimination in Employment, or Superintendent~~ or designated district coordinator as soon as practical after the incident. All other employees are encouraged to report such incidents to their supervisor immediately. The district shall protect any employee who does report such incidents from retaliation.

Training and Notifications

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

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

(cf. 4131—Staff Development)

(cf. 4231—Staff Development)

(cf. 4331—Staff Development)

~~The Superintendent or designee shall regularly publicize, within the district and in the community, the district's nondiscrimination policy and the availability of complaint procedures. Such publication shall be included in each announcement, bulletin, or application form that is used in employee recruitment. (34 CFR 100.6, 106.9)~~

~~The district's policy shall be posted in all schools and offices including staff lounges and student government meeting rooms. (5 CCR 4960)~~

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

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

Legal Reference: (see next page)

NONDISCRIMINATION IN EMPLOYMENT (continued)*Legal Reference:*EDUCATION CODE*200-262.4 Prohibition of discrimination*CIVIL CODE*51.7 Freedom from violence or intimidation*GOVERNMENT CODE*11135 Unlawful discrimination**11138 Rules and regulations**12900-12996 Fair Employment and Housing Act*PENAL CODE*422.56 Definitions, hate crimes*CODE OF REGULATIONS, TITLE 2*~~7287.6~~ 11019 Terms, conditions and privileges of employment*CODE OF REGULATIONS, TITLE 5*4900-4965 Nondiscrimination in elementary and secondary education*UNITED STATES CODE, TITLE 20*1681-1688 Title IX of the Education Amendments of 1972*UNITED STATES CODE, TITLE 29*621-634 Age Discrimination in Employment Act**794 Section 504 of the Rehabilitation Act of 1973*UNITED STATES CODE, TITLE 42*2000d-2000d-7 Title VI, Civil Rights Act of 1964, as amended**2000e-2000e-17 Title VII, Civil Rights Act of 1964, as amended**2000ff-2000ff-11 Genetic Information Nondiscrimination Act of 2008**2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964**6101-6107 Age discrimination in federally assisted programs**12101-12213 Americans with Disabilities Act*CODE OF FEDERAL REGULATIONS, TITLE 28*35.101-35.190 Americans with Disabilities Act*CODE OF FEDERAL REGULATIONS, TITLE 34*100.6 Compliance information**104.7 Designation of responsible employee for Section 504**104.8 Notice**106.8 Designation of responsible employee and adoption of grievance procedures**106.9 Dissemination of policy**110.1-110.39 Nondiscrimination on the basis of age*COURT DECISIONS*Thompson v North American Stainless Lp., (2011) 131 S. Ct. 863**Shephard v. Loyola Marymount, (2002) 102 CalApp.4th 837**Management Resources (see next page)*

NONDISCRIMINATION IN EMPLOYMENT (continued)*Management Resources*

CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING PUBLICATIONS

California Law Prohibits Workplace Discrimination and Harassment, December 2014

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

Notice of Non-Discrimination, August 2010

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION PUBLICATIONS

Questions and Answers: Religious Discrimination in the Workplace, 2008

New Compliance Manual Section 15: Race and Color Discrimination, April 2006

~~*Enforcement Guidance: Reasonable Accommodation and Undue Hardship under the Americans with Disabilities Act, October 2002*~~

Enforcement Guidance: Vicarious Employer Liability for Unlawful Harassment by Supervisors, June 1999

WEB SITES

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

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

U.S. Equal Employment Opportunity Commission: <http://www.eeoc.gov>

Policy

adopted: December 16, 1992

Revised: November 7, 2001

Revised: February 9, 2005

Revised: September 6, 2006

Revised: January 5, 2011

Revised: August 22, 2012

Revised: April 10, 2013

Revised: _____, 2016

HANFORD ELEMENTARY SCHOOL DISTRICT

Hanford, California

NEW ADMINISTRATIVE REGULATION

All Personnel

AR 4030 (a)

NONDISCRIMINATION IN EMPLOYMENT

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

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

Measures to Prevent Discrimination

To prevent unlawful discrimination, harassment, and retaliation against district employees, volunteers, interns, and job applicants, the Superintendent or designee shall implement the following measures:

1. Publicize the district's nondiscrimination policy and regulation, including the complaint procedures and the coordinator's contact information, to employees, volunteers, interns, job applicants, and the general public by: (5 CCR 4960; 34 CFR 100.6, 106.9)
 - a. Including them in each announcement, bulletin, or application form that is used in employee recruitment
 - b. Posting them in all district schools and offices, including staff lounges and other prominent locations
 - c. Posting them on the district's web site and providing easy access to them through district-supported social media, when available

(cf. 1113 - District and School Web Sites)

(cf. 1114 - District-Sponsored Social Media)

2. Provide to employees a handbook that contains information that clearly describes the district's nondiscrimination policy, procedures for filing a complaint, and resources available to anyone who feels that he/she has been the victim of any discriminatory or harassing behavior

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

AR 4030 (b)

NONDISCRIMINATION IN EMPLOYMENT

3. Provide training to employees, volunteers, and interns regarding the district's nondiscrimination policy, including what constitutes unlawful discrimination, harassment, and retaliation and how and to whom a report of an incident should be made

(cf. 1240 - Volunteer Assistance)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

4. Periodically review the district's recruitment, hiring, and promotion processes and regularly monitor the terms, conditions, and privileges of employment to ensure district compliance with law

Complaint Procedure

Any complaint by an employee or job applicant alleging discrimination or harassment shall be addressed in accordance with the following procedures:

1. Notice and Receipt of Complaint: A complainant who is an employee shall inform his/her supervisor. However, if the supervisor is the person against whom the employee is complaining, the employee shall inform the coordinator or the Superintendent. A job applicant shall inform the coordinator or the Superintendent or designee.

The complainant may file a written complaint in accordance with this procedure, or if he/she is an employee, may first attempt to resolve the situation informally with his/her supervisor.

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

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

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

(cf. 4032 - Reasonable Accommodation)

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

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

AR 4030 (c)

NONDISCRIMINATION IN EMPLOYMENT

The coordinator shall meet with the complainant to describe the district's complaint procedure and discuss the actions being sought by the complainant in response to the allegation. The coordinator shall inform the complainant that the allegations will be kept

confidential to the extent possible, but that some information may be revealed as necessary to conduct an effective investigation.

(cf. 3580 - District Records)

(cf. 4112.6/4212.6/4312.6 - Personnel Files)

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)

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

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

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

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

The report shall include the decision and the reasons for the decision and shall summarize the steps taken during the investigation. If a determination has been made that discrimination or harassment occurred, the report also shall include any corrective action(s) that have been or will be taken to address the behavior, correct the effect on the complainant, and ensure that retaliation or further discrimination or harassment does not occur.

The report shall be presented to the complainant, the person accused, and the Superintendent or designee.

AR 4030 (d)

NONDISCRIMINATION IN EMPLOYMENT

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

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 9321 - Closed Session Purposes and Agendas)

Other Remedies

In addition to filing a discrimination or harassment complaint with the district, a person may file a complaint with either the California Department of Fair Employment and Housing (DFEH) or the Equal Employment Opportunity Commission (EEOC). The time limits for filing such complaints are as follows:

1. To file a valid complaint with DFEH, within one year of the alleged discriminatory act(s), unless an exception exists pursuant to Government Code 12960
2. To file a valid complaint directly with EEOC, within 180 days of the alleged discriminatory act(s) (42 USC 2000e-5)
3. To file a valid complaint with EEOC after first filing a complaint with DFEH, within 300 days of the alleged discriminatory act(s) or within 30 days after the termination of proceedings by DFEH, whichever is earlier (42 USC 2000e-5)

Regulation
adopted: ___/___/2016

HANFORD ELEMENTARY SCHOOL DISTRICT
 Hanford, California

DELETE ADMINISTRATIVE REGULATION 4031

All Personnel

AR 4031(a)

~~DISCRIMINATION IN EMPLOYMENT: COMPLAINT PROCEDURES~~

Complaint Procedure

Any complaint by an employee or job applicant alleging discrimination or harassment shall be addressed in accordance with the following procedures:

1. ~~**Notice and Receipt of Complaint:** Any employee or job applicant (the "complainant") who believes he/she has been subjected to prohibited discrimination or harassment shall promptly inform his/her supervisor, the district's Coordinator for Nondiscrimination in Employment, or the Superintendent.~~

~~The complainant may file a written complaint in accordance with this procedure, or if he/she is an employee, may first attempt to resolve the situation informally with his/her supervisor.~~

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

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

~~If requested or needed, the Coordinator shall assign a staff member who is not involved in the matter to assist the complainant with preparing the formal complaint.~~

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

~~(cf. 4030 Nondiscrimination in Employment)~~

~~(cf. 4032 Reasonable Accommodation)~~

~~(cf. 4119.11/4219.11/4319.11 Sexual Harassment)~~

2. ~~**Investigation Process:** The Coordinator shall initiate an impartial investigation of an allegation of discrimination or harassment within five work days of receiving a written complaint outlining the behavior.~~

~~The Coordinator shall meet with the complainant to describe the district's complaint procedure and discuss the actions being sought by the complainant in response to the allegation. The Coordinator shall inform the complainant that the allegations will be kept confidential to the extent possible, but that some information may be revealed as necessary to conduct an effective investigation.~~

~~(cf. 3580 District Records)~~

~~(cf. 4112.6/4212.6/4312.6 – Personnel Files)~~

~~(cf. 4119.23/4219.23/4319.23 – Unauthorized Release of Confidential/Privileged Information)~~

AR-4031(b)

DISCRIMINATION IN EMPLOYMENT: COMPLAINT PROCEDURES (continued)

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

~~When necessary to carry out his/her investigation or to protect employee or student safety, the Coordinator may discuss the complaint with the Superintendent or designee, district legal counsel, or the district's risk manager.~~

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

- ~~3. **Written Report on Findings and Corrective Action:** No more than 30 days after receiving the complaint, the Coordinator shall conclude the investigation and prepare a written report of his/her findings. This timeline may be extended for good cause. If an extension is needed, the Coordinator shall notify the complainant and explain the reasons for the extension.~~

~~The report shall include the decision and the reasons for the decision and shall summarize the steps taken during the investigation. If a determination has been made that discrimination or harassment occurred, the report also shall include any corrective action(s) that have been or will be taken to address the behavior, correct the effect on the complainant, and ensure that retaliation or further discrimination or harassment does not occur.~~

~~The report shall be presented to the complainant, the person accused, and the Superintendent or designee.~~

- ~~4. **Appeal to the Superintendent:** The Complainant or the person accused may appeal any findings to the Superintendent within 10 working days from receipt of the Coordinator's findings. The Superintendent shall review all records related to the complaint and the Coordinator's response.~~

- ~~• If the Superintendent is satisfied with the investigation and response of the Coordinator, he/she shall respond to the complaint and his/her representative, if any, in writing within 10 working days from receipt of the appeal.~~
- ~~• If the Superintendent finds it necessary to further investigate, he/she may designate up to 10 additional working days for completion of the investigation and his/her response to the complainant. The Superintendent shall inform the complainant of the amount of additional time required. If the Superintendent interviews the complainant, he/she shall also interview the person(s) who are alleged to have committed the~~

~~discriminatory act(s) and any witnesses either side named. The Superintendent's responses to the complainant and his/her representative, if any, shall be in writing.~~

AR-4031(c)

~~DISCRIMINATION IN EMPLOYMENT: COMPLAINT PROCEDURES~~ (continued)

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

~~(cf. 1312.1 Complaints Concerning District Employees)~~

~~(cf. 9321 Closed Session Purposes and Agendas)~~

Other Remedies

~~In addition to filing a discrimination or harassment complaint with the district, a person may also file a complaint with either the California Department of Fair Employment and Housing (DFEH) or the Equal Employment Opportunity Commission (EEOC). The time limits for filing such complaints are as follows:~~

1. ~~To file a valid complaint with DFEH, within one year of the alleged discriminatory act(s), unless an exception exists pursuant to Government Code 12960 (Government Code 12960)~~
2. ~~To file a valid complaint directly with EEOC, within 180 days of the alleged discriminatory act(s) (42 USC 2000e-5)~~
3. ~~To file a valid complaint with EEOC after first filing a complaint with DFEH, within 300 days of the alleged discriminatory act(s) or within 30 days after the termination of proceedings by DFEH, whichever is earlier (42 USC 2000e-5)~~

Legal Reference:

EDUCATION CODE

~~200-262.4 Prohibition of discrimination~~

GOVERNMENT CODE

~~12920-12921 Nondiscrimination~~

~~12940-12948 Discrimination prohibited; unlawful practices, generally~~

UNITED STATES CODE, TITLE 20

~~1681-1688 Title IX of the Education Amendments of 1972~~

UNITED STATES CODE, TITLE 29

~~621-634 Age Discrimination in Employment Act~~

~~794 Section 504 of the Rehabilitation Act of 1973~~

UNITED STATES CODE, TITLE 42

~~2000d-2000d-7 Title VI, Civil Rights Act of 1964, as amended~~

~~2001e-2001e-17 Title VII, Civil Rights Act of 1964, as amended~~

~~2000ff-2000ff-11 Genetic Information Nondiscrimination Act of 2008~~

~~2001h-2-2001h-6 Title IX of the Civil Rights Act of 1964~~

~~12101-12213 Americans with Disabilities Act~~

CODE OF FEDERAL REGULATIONS, TITLE 28
35.101-35.190 Americans with Disabilities Act
CODE OF FEDERAL REGULATIONS, TITLE 34
106.8 Designation of responsible employee for Title IX

AR-4031(d)

DISCRIMINATION IN EMPLOYMENT: COMPLAINT PROCEDURES

Management Resources:

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION PUBLICATIONS

Enforcement Guidance: Reasonable Accommodation and Undue Hardship under the Americans with Disabilities Act, October 2002

Enforcement Guidance: Vicarious Employer Liability for Unlawful Harassment by Supervisors, June 1999

WEB SITES

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>


U.S. Equal Employment Opportunity Commission: <http://www.eeoc.gov>

(12/91-6/99) 3/10

Regulation _____ **HANFORD ELEMENTARY SCHOOL DISTRICT**
 approved: November 7, 2001 _____ Hanford, California
 revised: January 5, 2011 _____

HANFORD ELEMENTARY SCHOOL DISTRICT
Human Resources Department
AGENDA REQUEST FORM

TO: Dr. Paul Terry

FROM: Jaime Martinez 

DATE: May 2, 2016

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

☒ Information
☐ Action

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **May 11, 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 4032 – Reasonable Accommodation (revised)

FISCAL IMPACT: None.

RECOMMENDATION: Consider for adoption at next regular board meeting.

All Personnel

AR 4032 (a)

REASONABLE ACCOMMODATION

A. Except when undue hardship would result to the district, the Superintendent or designee shall provide reasonable accommodation:

1. In the job application process, to any qualified job applicant with a disability
2. To enable any qualified employee with a disability to perform the essential functions of the position he/she holds or desires to hold or to enjoy equal benefits or other terms, conditions, and privileges of employment as other similarly situated employees without disabilities.

No employee or job applicant who requests an accommodation for his/her physical or mental disability shall be subjected to discrimination or to any punishment or sanction, regardless of whether the request for accommodation was granted. (Government Code 12940)

B. The district designates the position specified in ~~BP~~AR 4030 – Nondiscrimination in Employment as the coordinator of its efforts to comply with the Americans with Disabilities Act (ADA) and to investigate any and all related complaints.

(cf. 4030 – Nondiscrimination in Employment)

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

C. Definitions

Disability, with respect to an individual, is defined as any of the following: (Government Code 12926; 20 CFR 1630.2)

1. A physical or mental impairment that limits one or more of the major life activities;
2. A record of such an impairment;
3. Being regarded as having such an impairment.

Limits shall be determined without regard to mitigating measures such as medications, assistive devices, prosthetics or reasonable accommodations, unless the mitigating measure itself limits a major life activity. (Government Code 12926)

Essential functions are the fundamental job duties of the position the individual with a disability holds or desires. The term does not include the marginal functions of the position. (Government Code 12926; 29 CFR 1630.2)

Reasonable accommodations means: (Government Code 12926; 29 CFR 1630.2)

1. For a qualified job applicant with a disability, modifications or adjustments to the job application process that enable him/her to be considered for the position he/she desires

REASONABLE ACCOMMODATION (continued)

2. For a qualified employee with a disability, modifications or adjustments to the work environment, or to the manner or circumstances under which the position the employee holds or desires is customarily performed, that enable him/her to perform the essential functions of that position or to enjoy equal benefits and privileges of employment as are enjoyed by the district's other similarly situated employees without disabilities.
3. Reasonable accommodations may include, but are not limited to: (29 CFR 1630.2(o))
 - a. Making existing facilities accessible and usable;
 - b. Job restructuring;
 - c. Part-time or modified work schedules;
 - d. Reassignment to vacant position;
 - e. Acquisition or modification of equipment or devices;
 - f. Adjustment or modification of tests, training materials, or policies; or
 - g. Provision of qualified readers or interpreters.

Qualified individual with a disability means a job applicant or employee with a disability who: (29 CFR 1630.15, 1630.2)

1. Satisfies the requisite skill, experience, education, and other job-related requirements of the employment position he/she holds or desires
2. Can perform the essential functions of the position with or without reasonable accommodation.
3. Would not pose a significant risk of substantial harm, which cannot be eliminated or reduced by reasonable accommodation, to himself/herself or others in the job he/she holds or desires.

Undue hardship is a determination based on an individualized assessment of current circumstances that shows that the provision of a specific accommodation would cause significant difficulty or expense to the district. (29 CFR 1630.2)

D. Request for Reasonable Accommodation

1. When requesting reasonable accommodation, an employee or his/her representative shall inform the employee's supervisor that he/she needs a change at work for a reason related to a medical condition. The supervisor shall inform the coordinator or designee of the employee's request as soon as practicable.
2. When requesting reasonable accommodation for the hiring process, a job applicant shall inform the coordinator or designee that he/she will need a reasonable accommodation during the process.

AR 4032 (c)

REASONABLE ACCOMMODATION (continued)

3. When the disability or the need for accommodation is not obvious, the coordinator or designee may ask the employee to supply reasonable documentation about his/her disability. In requesting this documentation, the coordinator or designee shall specify the types of information that are being sought about the employee's condition, the employee's functional limitations, and the need for reasonable accommodation. The employee may be asked to sign a limited release allowing the coordinator to submit a list of specific questions to his/her health care or vocational professional.
4. If the documentation submitted by the employee does not indicate the existence of a qualifying disability or explain the need for reasonable accommodation, the coordinator or designee shall request additional documentation that specifies the missing information. If the employee does not submit such additional documentation in a timely manner, the coordinator may require him/her to submit to an examination by a health care professional selected and paid for by the district.
5. The ~~District~~**district** may make a medical or psychological inquiry of a job applicant or require him/her to submit to a medical or psychological examination after he/she has been given a conditional offer of employment but before the commencement of his/her job duties, provided the inquiry or examination is job-related, consistent with business necessity, and required for all incoming employees in the same job classification. (Government Code 12940)
6. The coordinator shall not request any job applicant's or employee's genetic information except as authorized by law. (42 USC 2000ff-1, 2000ff-5)

(*cf.* 4161.8/4261.8/4361.8 – *Family Care and Medical Leave*)

7. In accordance with law, the coordinator shall take steps to ensure the confidentiality of information related to medical conditions or history. As applicable, he/she shall notify the supervisor or manager of the qualified individual of any reasonable accommodation granted the individual and may notify first aid and safety personnel ~~with~~**when** the disability of the qualified individual may require emergency treatment. (42 USC 12112)
8. A request for reasonable accommodation need not specifically mention the Americans with Disabilities Act or the Fair Employment and Housing Act, and further need not specifically use the term "reasonable accommodation." A request for reasonable accommodation may be made orally or in writing.

(*cf.* 4112.6/4212.6/4312.6 – *Personnel Records*)

E. **Granting~~Determination of~~ Reasonable Accommodation**

Upon receiving a request for reasonable accommodation from a qualified individual with a disability, the coordinator or designee shall:

1. Determine the essential functions of the job involved

REASONABLE ACCOMMODATION (continued)

2. Engage in an informal, interactive process with the individual to review the request for accommodation, identify the precise limitations resulting from the disability, identify potential accommodations, and assess their effectiveness.
3. Develop a plan for reasonable accommodation which will enable the individual to perform the essential functions of the job or gain equal access to a benefit or privilege of employment without imposing undue hardship on the district.

A determination of undue hardship should be based on several factors, including: (29 CFR 1630.2)

- a. The nature and net cost of the accommodation needed, taking into consideration the availability of tax credits and deductions and/or outside funding
- b. The overall financial resources of the facility making the accommodation, the number of persons employed at this facility and the effect on expenses and resources of the facility
- c. The overall financial resources, number of employees, and the number, type, and location of facilities of the district
- d. The type of operation of the district, including the composition, structure, and functions of the workforce and the geographic separateness and administrative or fiscal relationship of the facility making the accommodation to other district facilities
- e. The impact of the accommodation on the operation of the facility, including the impact on the ability of other employees to perform their duties and the impact on the facility's ability to conduct business

The Coordinator or designee may confer with the site administrator, Assistant Superintendent of Human Resources, legal counsel, any medical advisor chosen by the district, and/or other district staff before making a final decision as to the accommodation. ~~The coordinator or designee shall notify the employee or applicant/candidate of the results of his/her determination.~~

Reasonable Accommodation Committee

The coordinator may appoint a committee to review or assist in the development of appropriate plans to reasonably accommodate qualified individuals who request modifications or adjustments in their work duties or environment because of known physical or mental disabilities.

Committee members shall be selected on the basis of their knowledge of the specific functions and duties required in the position, the physical work environment, available accommodations, and other relevant issues. The committee may include a district administrator, site administrator, medical advisor or rehabilitation specialist, and as necessary, a certificated and/or classified employee. Membership may change on a case-by-case basis.

REASONABLE ACCOMMODATION (continued)

At the coordinator's discretion, the employee or applicant requesting accommodation may participate in the committee's meetings. If the employee or applicant is excluded from the committee's meetings, the coordinator shall communicate with him/her so that he/she has the opportunity to interact and contribute to planning the reasonable accommodation.

4. To qualify for a job, an individual shall not pose a significant risk of substantial harm to himself/herself or others in the workplace which cannot be eliminated or reduced by reasonable accommodation (29 CFR 1630.2)

The determination of whether an individual poses a significant risk of substantial harm to himself/herself or others shall be made on a case-by-case basis and shall be based on objective, factual evidence, taking into consideration the duration of the risks, the nature and severity of the potential harm, the likelihood that the potential harm will occur and the imminence of potential harm. (29 CFR 1630.2)

F. Appeal Process

1. Any qualified individual with a disability who is not satisfied with the decision of the Coordinator or designee may appeal in writing to the Superintendent or designee. This appeal shall be made within 10 working days of receiving the decision and shall include:
 - a. A clear, concise statement of the reasons for the appeal
 - b. A statement of the specific remedy sought
2. The Superintendent or designee shall consult with the coordinator and review the appeal, together with any available supporting documents. The Superintendent or designee shall give the individual his/her decision within 15 working days of receiving the appeal.
3. Any further appeal for reasonable accommodation shall be considered a complaint concerning discrimination in employment and may be taken to the Governing Board in accordance with the district's procedure for such complaints.
4. The individual may also file a complaint with the Office of Civil Rights, the Equal Employment Opportunity Commission (EEOC), or the Department of Fair-Employment and Housing (DFEH). Assistance may be obtained from the district's Nondiscrimination Coordinator.

Legal Reference (next page)

REASONABLE ACCOMMODATION (continued)*Legal Reference:*CIVIL CODE*51 Unruh Civil Rights Act*GOVERNMENT CODE*12900-12996 Fair Employment and Housing Act*UNITED STATES CODE, TITLE 29*701-794e Vocational Rehabilitation Act*UNITED STATES CODE, TITLE 42*2000ff-1-2000ff-11 Genetic Information Nondiscrimination Act of 2008**12101-12213 Americans with Disabilities Act*CODE OF FEDERAL REGULATIONS, TITLE 28*35.101-35.190 Americans with Disabilities Act, especially:**35.107 Designation of employee**36.101-36.608 Nondiscrimination on the basis of disability by public facilities*CODE OF FEDERAL REGULATIONS, TITLE 29*1630.2 Definitions*COURT DECISIONS*A.M. v. Albertsons, LLC, (2009) Cal.App.4th 455**Colmenares v. Braemar Country Club, Inc., 2003 Cal.LEXIS 1131**Chevron USA v. Echazabal, (2002) 536 U.S. 73, 122 S.Ct. 2045**US Airways, Inc. v. Barnett, (2002) 535 U.S., 122 S.Ct. 1516**Management Resources:*EQUAL EMPLOYMENT OPPORTUNITY COMMISSION*Enforcement Guidance: Reasonable Accommodation and Undue Hardship under the Americans with Disabilities Act, October 2002*WEB SITES*Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>**EEOC: <http://www.eeoc.gov>**U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>*

Regulation

approved: December 16, 1992

revised: November 7, 2001

revised: May 2, 2003

revised: October 27, 2010

revised: January 27, 2011


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: May 2, 2016

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

☒ Information
☐ Action

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **May 11, 2016**

ITEM: Receive the following revised Board Policy for information.

PURPOSE: The following Board Policy 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 and Education Code changes.

- BP 4119.11, 4219.11, and 4319.11 – Sexual Harassment (revised)

FISCAL IMPACT: None.

RECOMMENDATION: Consider for adoption at next regular board meeting.

All Personnel**BP 4119.11(a)****4219.11****SEXUAL HARASSMENT****4319.11**

Education Code 231.5 mandates the district to have a written policy on sexual harassment. As part of this mandate, the district also should adopt a sexual harassment policy related to students; see BP/AR 5145.7 - Sexual Harassment.

Generally, courts recognize two types of conduct as constituting sexual harassment. "Quid Pro Quo" ("this for that") sexual harassment is considered to have occurred when a person in a position of authority makes another individual's educational or employment benefits conditional upon that other person's willingness to engage in unwanted sexual behavior (e.g., promising a promotion for sex). "Hostile environment" sexual harassment, on the other hand, is conduct by the perpetrator that is so severe, persistent or pervasive that it creates a hostile, intimidating or abusive educational or professional environment for another. Sexual harassment also covers retaliatory behavior against a complainant, witness, or other participant in the complaint process.

Sexual harassment may be a violation of Title VII of the Civil Rights Act of 1964 (42 USC 2000e-2000e-17) and/or Title IX of the Education Amendments of 1972 (42 USC 2000h-2-2000h-6), as well as the California Fair Employment and Housing Act, Government Code 12900-12996.

Government Code 12940 and 34 CFR 106.9 extend protection against sexual harassment to job applicants. In addition, pursuant to Government Code 12940, as amended by AB 76 (Ch. 671, Statutes of 2003), employers may be held liable for sexual harassment committed against their workers by clients, customers and other third parties if they knew or should have known of the harassment, and failed to take immediate and appropriate corrective action to stop the harassment.

The Governing Board of Trustees prohibits sexual harassment of district employees and job applicants. The Board also prohibits retaliatory behavior or action against district employees or other persons who complain, testify or otherwise participate in the complaint process established pursuant to this policy and the administrative regulation.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 4030 - Nondiscrimination in Employment)

The Superintendent or designee shall take all actions necessary to ensure the prevention, investigation and correction of sexual harassment, including but not limited to:

- ~~1. Providing periodic training to all staff regarding the district's sexual harassment policy; particularly the procedures for filing complaints and employees' duty to use the district's complaint procedures.~~
- ~~2. Provide sexual harassment training to all supervisors on a regular basis as outlined in AB 1825.~~

BP 4119.11(b)
4219.11
4319.11

SEXUAL HARASSMENT

1. Providing training to employees in accordance with law and administrative regulation

~~(cf. 4131—Staff Development)~~

~~(cf. 4231—Staff Development)~~

~~(cf. 4331—Staff Development)~~

32. Publicizing and disseminating the district's sexual harassment policy to staff.

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

43. Ensuring prompt, thorough and fair investigation of complaints.

54. Taking timely and appropriate corrective/remedial actions action(s), which. This may require interim separation of the complainant and the alleged harasser, and subsequent monitoring of developments.

All complaints and allegations of sexual harassment shall be kept confidential to the extent necessary to carry out the investigation or to take other subsequent necessary actions. (5 CCR 4964)

Any district employee or job applicant who feels that he/she has been sexually harassed, or who has knowledge of any incident of sexual harassment by or against another employee, a job applicant or a student, shall immediately report the incident to his/her supervisor, the principal, district administrator or Superintendent.

A supervisor, principal or other district administrator who receives a harassment complaint shall promptly notify the Superintendent or designee.

Complaints of sexual harassment shall be filed in accordance with AR ~~4031—Complaints Concerning Discrimination~~ 4030 - Nondiscrimination in Employment. An employee may bypass his/her supervisor in filing a complaint where the supervisor is the subject of the complaint.

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

Any district employee who engages or participates in sexual harassment, or who aids, abets, incites, compels, or coerces another to commit sexual harassment against a district employee, job applicant, or student, is in violation of this policy and is subject to disciplinary action, up to and including dismissal.

~~(cf. 4117.4—Dismissal)~~

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

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

Legal Reference: next page

BP 4119.11(c)
4219.11
4319.11

SEXUAL HARASSMENT

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex

GOVERNMENT CODE

12900-12996 Fair Employment and Housing Act

LABOR CODE

1101 Political activities of employees

1102.1 Discrimination: sexual orientation

CODE OF REGULATIONS, TITLE 2

7287.8 Retaliation

CODE OF REGULATIONS, TITLE 5

4900-4965 Nondiscrimination in elementary and secondary education programs receiving state financial assistance

UNITED STATES CODE, TITLE 42

2000d-2000d-7 Title VI, Civil Rights Act of 1964

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

2000h-2-2000h-6 Title IX, 1972 Education Act Amendments

CODE OF FEDERAL REGULATIONS, TITLE 34

106.9 Dissemination of policy

COURT DECISIONS

Department of Health Services v. Superior Court of California, (2003) 31 Cal.4th 1026

Faragher v. City of Boca Raton, (1998) 118 S.Ct. 2275

Burlington Industries v. Ellreth, (1998) 118 S.Ct. 2257

Gebser v. Lago Vista Independent School District, (1998) 118 S.Ct. 1989

Oncale v. Sundowner Offshore Serv. Inc., (1998) 118 S.Ct. 998

Juarez v. Ameritech Mobile Systems, (N.D. Ill.) 746 F.Supp. 798

Dornhecker v. Malibu Grand Prix Corp., (5th Cir. 1987) 828 F.2d. 307

Meritor Savings Bank, FSB v. Vinson et al., (1986) 447 U.S. 57

Management Resources:

OFFICE OF CIVIL RIGHTS AND NATIONAL ASSOCIATION OF ATTORNEYS GENERAL

Protecting Students from Harassment and Hate Crime, January, 1999

WEB SITES

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

Equal Employment Opportunity Commission: <http://www.eeoc.gov>

U.S. Department of Education, Office of Civil Rights: <http://www.ed.gov/offices/OCR>

(6/99 11/01) 3/04

Policy

Adopted: February 9, 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: May 2, 2016

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

☒ Information
☐ Action

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **May 11, 2016**

ITEM: Receive the following revised Board Policies for information.

PURPOSE: The following Board Policies 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 as well as Education Code changes.

- BP 4121 – Temporary/Substitute Personnel – for certificated Staff (revised)
- BP 4221 – Temporary, Short-Term, Substitute, and Non-Represented Part-Time Employees – for classified staff (revised)

FISCAL IMPACT: None.

RECOMMENDATION: Consider for adoption at next regular board meeting.

Certificated Personnel**BP 4121(a)****TEMPORARY/SUBSTITUTE PERSONNEL**

The Governing Board recognizes that substitute and temporary personnel perform an essential role in promoting student achievement and desires to employ highly qualified, appropriately credentialed employees to fill such positions.

(cf. 4112.2 – Certification)

Hiring

The Superintendent or designee shall recommend candidates for substitute or temporary positions for Board approval, and shall ensure that all substitute and temporary employees are assigned in accordance with law and the authorizations specified in their credential.

(cf. 4113 – Assignment)

Substitute personnel may be employed on an on-call, day-to-day basis.

In addition, after September 1 of any school year, the Board may employ substitute personnel for the remainder of the school year for positions for which no regular employee is available. The district shall first demonstrate to the Commission on Teacher Credentialing the inability to acquire the services of a qualified regular employee. (Education Code 44917)

(cf. 4117.14/4317.14 - Postretirement Employment)

Permanent or probationary certificated employees who were laid off pursuant to Education Code 44955 and who have a preferred right of reappointment shall be given priority for substitute service in the order of their original employment. (Education Code 44956, 44957)

(cf. 4117.3 – Personnel Reduction)

Classification

At the time of initial employment and each July thereafter, the Board shall classify substitute and temporary employees as such. (Education Code 44915, 44916)

The Board may classify as substitute personnel a teacher hired to fill the position of a regularly employed person who is absent from service. (Education Code 44917)

To address the need for additional certificated employees when regular district employees are absent due to leaves or long-term illness, the Board may classify a teacher who is employed for at least one semester and up to one complete school year as a temporary employee. Any person whose service begins in the second semester and before March 15 may be classified as a temporary employee even if employed for less than a semester. The Board shall determine the number of persons who shall be so employed, which shall not exceed the identified need based on the absence of regular employees. (Education Code 44920)

The Board also shall classify as temporary employees those certificated persons, other than substitute employees, who are employed to:

TEMPORARY/SUBSTITUTE PERSONNEL (continued)

1. Serve from day-to-day during the first three months of any school term to teach temporary classes which shall not exist after that time, or perform any other duties which do not last longer than the first three months of any school term (Education Code 44919)
2. Teach in special day and evening classes for adults or in schools of migratory population for not more than four months of any school term- (Education Code 44919)

(cf. 6175 - Migrant Education Program)
(cf. 6200 - Adult Education)

3. Serve in a limited assignment supervising student athletic activities provided such assignments have first been made available to teachers presently employed in the district (Education Code 44919)

(cf. 4127/4227/4327 - Temporary Athletic Team Coaches)

4. Serve in a position for a period not to exceed 20 working days in order to prevent the stoppage of district business during an emergency when persons are not immediately available for probationary classification (Education Code 44919)

For purposes of classifying employees pursuant to item #1 or #2 above, the school year shall not be divided into more than two school terms. (Education Code 44919)

Any employee hired to provide services in a categorically funded program or project may be employed for a period less than a full school year. He/she may be classified as a temporary employee if the period of employment will end at the expiration of that program or project. (Education Code 44909)

Salary and Benefits

The Board shall adopt and make public a salary schedule setting the daily or pay period rate(s) for substitute employees for all categories or classes of certificated employees of the district. (Education Code 44977, 45030)

Certificated employees serving in full-time temporary positions for one ~~trimester~~semester or longer shall be part of the certificated employee association with all the rights and benefits under the collective bargaining agreement, including salary and benefits, except the right to continued employment.

Certificated substitutes serving in the place of regular employees absent from their duties shall be paid in accordance with the Board-approved pay schedule for certificated substitutes and home teachers.

(cf. 4140/4240/4340 - Bargaining Units)
(cf. 4154/4254/4354 - Health and Welfare Benefits)

TEMPORARY/SUBSTITUTE PERSONNEL (continued)

Substitute or Temporary employees shall not normally participate in the health and welfare plans or other fringe benefits of the district as outlined in collective bargaining agreements, with the exception of employees who qualify for medical coverage under the provisions of the Affordable Care Act.

Paid Sick Leave

Except for a retired annuitant who is not reinstated to the retirement system, any temporary or substitute employee shall be entitled to one hour of paid sick leave for every 30 hours worked starting on July 1, 2015. Accrued paid sick days shall carry over to the following year of employment, up to a maximum of 48 hours. (Labor Code 246) ~~Substitute or temporary employees will accrue personal illness/injury leave starting on July 1, 2015, and earn one hour of paid sick leave for every 30 hours worked.~~

Unused days of sick leave shall be accumulated from year to year without limitation. If an employee separates from the District and is rehired by the District within one year from date of separation, previously accrued and unused sick days shall be reinstated. If an employee separates employment from the District and is not rehired within one year ~~from~~ from date of separation, then the previously accrued sick days will not be reinstated. The District does not provide compensation to an employee for accrued, unused sick days upon termination, resignation, retirement, or other separation.

Paid leave must be accrued prior to taking such leave. The employee can take no less than .25 hours of sick leave. If the need for paid sick leave is foreseeable, the employee shall provide reasonable advance notification. If the need for paid sick leave is unforeseeable, the employee shall provide notice of the need for leave as soon as practicable.

~~An employee who leaves the District after at least one year of employment and accepts employment in another California district or county office of education within one year shall have transferred with him/her the total amount of accumulated sick leave. This provision shall not apply to employees whose employment is terminated due to action initiated by the District or county office for cause. The District shall not require new employees to waive their leave accumulated in a previous district or county office unless said leave was not transferred within one year.~~ A temporary or substitute employee may use accrued sick leave for absences due to: (Labor Code 246.5)

1. His/her own need or the need of a family member, as defined in Labor Code 245.5, for the diagnosis, care, or treatment of an existing health condition or for preventive care.
2. Need of the employee to obtain or seek any relief or medical attention specified in labor Code 230(c) and 230.1(a) for the health, safety, or welfare of the employee, or his/her child, when the employee has been a victim of domestic violence, sexual assault, or stalking.

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

TEMPORARY/SUBSTITUTE PERSONNEL (continued)

No employee shall be denied the right to use accrued sick days and the district shall not in any manner discriminate or retaliate against any employee for using or attempting to use sick leave, filing a complaint with the Labor Commissioner, or alleging district violation of Labor Code 245-249. The Superintendent or designee shall display a poster containing required information, provide notice to eligible employees of their sick leave rights, keep records of employees' use of sick leave for three years, and comply with other requirements specified in Labor Code 245-249.

Employees shall submit requests to use their sick leave on District provided request forms and submit such form to District or school management.

Release from Employment/Dismissal

The Board may dismiss a substitute employee at any time at its discretion. (Education Code 44953)

4. ——— The Board may release a temporary employee at its discretion if the employee has served less than 75 percent of the number of days the regular schools of the district are maintained during one school year. After serving 75 percent of the number of days that district schools are maintained during one school year, a temporary employee may be released as long as he/she is notified, before the last day of June, of the district's decision not to reelect him/her for the following school year. (Education Code 37200, 44954)

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

Reemployment as a Probationary Employee

Unless released from employment pursuant to Education Code 44954, any person employed for one complete school year as a temporary employee shall, if reemployed for the following school year in a vacant position requiring certification qualifications, be classified as a probationary employee. With the exception of on-call, day-to-day substitutes, if a temporary or substitute employee performs the duties normally required of certificated employees for at least 75 percent of the number of days the regular schools of the district were maintained in that school year and is then employed as a probationary employee for the following school year, his/her previous employment as a temporary or substitute employee shall be credited as one year's employment as a probationary employee for purposes of acquiring permanent status. (Education Code 44917, 44918, 44920)

(cf. 4116 - Probationary/Permanent Status)

Vacant position means a position in which the employee is qualified to serve and which is not filled by a permanent or probationary employee. It shall not include a position which would be filled by a permanent or probationary employee except for the fact that such employee is on leave. (Education Code 44920, 44921)

A temporary employee hired pursuant to item #1 or #2 in the section "Classification" above shall be classified as a probationary employee if the duties continue beyond the time limits of the assignment. (Education Code 44919)

BP 4121 (e)**TEMPORARY/SUBSTITUTE PERSONNEL** (continued)

With the exception of on-call, day-to-day substitutes, any temporary or substitute employee who was released pursuant to Education Code 44954 but who has nevertheless served in a certificated position in the district for at least 75 percent of each of two consecutive school years shall receive first priority if the district fills a vacant position for the subsequent school year at the grade level at which the employee served during either year. In the case of a departmentalized program, the employee shall have taught the subject matter in which the vacant position occurs. (Education Code 44918)

Performance Standards and Evaluation

1. First-time substitute and temporary certificated employees shall be given an orientation to their duties and responsibilities, and district/school policies and procedures.

(CF. 4112.9/4212.9/4312.9 – Child Abuse Reporting)

2. All certificated substitute and temporary employees shall be held accountable for professional conduct in the same manner as regular certificated employees.
3. Temporary certificated employees who are represented by the certificated employee association shall be evaluated in accordance with the standards and provisions of the collective bargaining agreement and Board Policy and Administrative Regulations.
4. Substitutes and temporary personnel with serious or repeated performance or conduct problems shall be released from employment in accordance with law.
5. The performance and any conduct incidents of substitute teachers and temporary teachers not covered by the collective bargaining agreement shall be reported in accordance with regulations and procedures proscribed by the Superintendent or designee.

The Superintendent or designee shall develop administrative regulations implementing this policy and ensuring proper classification, orientation, assignment, supervision, evaluation, and release of substitute and temporary certificated employees.

*Legal Reference:**EDUCATION CODE*

22455.5 Provision of retirement plan information to potential members

22515 Irrevocable election to join retirement plan

37200 School calendar

44252.5 State basic skills assessment required for certificated personnel

44300 Emergency teaching or specialist permits

44830 Employment of certificated persons; requirements of proficiency in basic skills

44839.5 Employment of retirant

44845 Date of employment

44846 Criteria for reemployment preferences

44909 Employees providing services through categorically funded programs

44914 Substitute and probationary employment computation for classification as permanent employee

TEMPORARY/SUBSTITUTE PERSONNEL (continued)

Legal Reference: (continued)

44915 *Classification of probationary employees*
44916 *Time of classification; statement of employment status*
44917 *Classification of substitute employees*
44918 *Substitute or temporary employee deemed probationary employee; reemployment rights*
44919 *Classification of temporary employees*
44920 *Employment of certain temporary employees; classifications*
44921 *Employment of temporary employees; reemployment rights (unified and high school districts)*
44953 *Dismissal of substitute employees*
44954 *Release of temporary employees*
44955 *Layoff of permanent and probationary employees*
44956 *Rights of laid-off permanent employees to substitute positions*
44957 *Rights of laid-off probationary employees to substitute positions*
44977 *Salary schedule for substitute employees*
45030 *Substitutes*
45041 *Computation of salary*
45042 *Alternative method of computation for less than one school year*
45043 *Compensation for employment beginning in the second semester*
56060-56063 *Substitute teachers in special education*

GOVERNMENT CODE

3540.1 *Educational Employment Relations Act, definitions*

LABOR CODE

220 *Sections inapplicable to public employees*
230 *Jury duty; legal actions by domestic violence, sexual assault and stalking victims, right to time off*
230.1 *Employers with 25 or more employees; domestic violence, sexual assault and stalking victims, right to time off*
233 *Illness of child, parent, spouse or domestic partner*
234 *Absence control policy*
245-249 *Healthy Workplaces, Healthy Families Act of 2014*

CODE OF REGULATIONS, TITLE 5

5502 *Filing of notice of physical examination for employment of retired person*
5503 *Physical examination for employment of retired persons*
5590 *Temporary athletic team coach*
80025-80025.5 *Emergency substitute teaching permits*

COURT DECISIONS

McIntyre v. Sonoma Valley Unified School District (2012) 206 Cal.App.4th 170
Stockton Teachers Association CTA/NEA v. Stockton Unified School District (2012) 204 Cal.App.4th 446
Neily v. Manhattan Beach Unified School District, (2011) 192 Cal.App.4th 187
California Teachers Association v. Vallejo City Unified School District, (2007) 149 Cal.App.4th 135
Bakersfield Elementary Teachers Assn. v. Bakersfield City School District, (2006) 145 Cal.App.4th 1260, 1277
Kavanaugh v. West Sonoma Union High School District, (2003) 29 Cal.4th 911

Management Resources: (continued on next page)

TEMPORARY/SUBSTITUTE PERSONNEL (continued)

Management Resources: (continued)

WEB SITES

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

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

Policy
adopted: November 7, 2001
revised: November 28, 2012
revised: May 27, 2015
revised _____, 2016

HANFORD ELEMENTARY SCHOOL DISTRICT
Hanford, California

Classified Employees

BP 4221 (a)

Temporary, Short-Term, Substitute, and Non-Represented Part-Time Employees**A. Employment**

1. The Superintendent or designee may employ substitutes in positions of regular classified employees who are on leave, short-term personnel for work of a temporary nature, and other temporary employees including yard supervisors.
2. All temporary, short-term, substitute, and non-represented part-time employees serve at the pleasure of the Board and may be released at any time with or without statement of reasons. Such employees have no continuing employment rights or rights to a hearing before the Board.
3. Temporary, short-term substitute employees are not members of the classified service as defined in Education Code Section 45103 and shall not attain permanent status in the district.
4. All such employees are excluded from representation by collective bargaining agents regarding the terms and conditions of their employment. Such employees are not subject to the provisions of any agreement negotiated between the district and the Collective Bargaining agents.
5. All such employees shall be informed of the temporary nature of each assignment, the type of assignment, the length of time for which the person is being employed in the assignment, and the hourly rate to be paid. They shall be assigned, re-assigned and transferred to positions/school sites at the discretion of the district in accordance with staffing plans and other criteria determined by the district.
6. Each such employee shall meet legal and district conditions for employment.
7. Upon clearance for employment, the Superintendent or designee shall report the employment of new temporary, substitute, short-term, non-represented part-time or employees to the Board for ratification at the next Board meeting.

B. Compensation and Benefits

1. All such employees shall be paid for actual hours worked in accordance with the Board-approved pay schedules for yard supervisors and temporary and substitute employees.

(cf. 4251.1 - Temporary and Substitute Employee Wages)

Temporary, Short-Term, Substitute, And Non-Represented Part-Time Employees (cont.)

2. All such employees shall be covered under the district's workers' compensation and unemployment insurance programs, and shall be accorded their rights under the Labor Code applicable to mandatory lunch and rest periods and overtime compensation. They are not covered under the rules and regulations for employees who are part of the classified service.
3. All such employees shall not be eligible for participation in the district's group health and welfare benefit plans, with the exception of employees qualifying for medical coverage under the provisions of the Affordable Care Act and shall be entitled to paid leaves in accordance with law.

C. Paid Sick Leave

1. Except for a retired annuitant who is not reinstated to the PERS retirement system, Employees will accrue personal illness/injury leave starting on July 1, 2015, and earn one hour of paid sick leave for every 30 hours worked.
2. Unused days of sick leave shall be accumulated from year to year without limitation. If an employee separates from the District and is rehired by the District within one year from date of separation, previously accrued and unused sick days shall be reinstated. If an employee separates employment from the District and is not rehired within one year from date of separation, then the previously accrued sick days will not be reinstated. The District does not provide compensation to an employee for accrued, unused sick days upon termination, resignation, retirement, or other separation.
3. Credit for such leave of absence must be accrued prior to taking such leave. The employee can take no less than .25 hours of sick leave. If the need for paid sick leave is foreseeable, the employee shall provide reasonable advance notification. IF the need for paid sick leave is unforeseeable, the employee shall provide notice of the need for leave as soon as practicable.
4. ~~An employee who leaves the District after at least one year of employment and accepts employment in another California district or county office of education within one year shall have transferred with him/her the total amount of accumulated sick leave. This provision shall not apply to employees whose employment is terminated due to action initiated by the District or county office for cause. The District shall not require new employees to waive their leave accumulated in a previous district or county office unless said leave was not transferred within one year.~~ A temporary or substitute employee may use accrued sick leave for absences due to: (Labor Code 246.5)
 - a. His/her own need or the need of a family member, as defined in Labor Code 245.5 for the diagnosis, care, or treatment of an existing health condition or for preventive care.

Temporary, Short-Term, Substitute, And Non-Represented Part-Time Employees (cont.)

- a. Need of the employee to obtain or seek any relief or medical attention specified in Labor Code 230(c) and 230.1(a) for the health, safety, or welfare of the employee, or his/her child, when the employee has been a victim of domestic violence, sexual assault, or stalking.

(cf. 4161.1/4361.1 – Personal Illness/Injury Leave)

(cf. 4261.1 – Personal Illness/Injury Leave)

5. No employee shall be denied the right to use accrued sick days and the district shall not in any manner discriminate or retaliate against any employee for using or attempting to use sick leave, filing a complaint with the Labor Commissioner, or alleging district violation of Labor Code 245-249. The Superintendent or designee shall display a poster containing required information, provide notice to eligible employees of their sick leave rights, keep records of employees' use of sick leave for three years, and comply with other requirements specified in Labor Code 245-249 and in AR 4161.1/4361.1 – Personal Illness/Injury Leave.
6. Employees shall submit requests to use their sick leave on District provided request forms and submit such form to District or school management.

D. Supervision/Performance Standards

1. Supervision of temporary, short-term and substitute personnel shall be conducted by the site administrator or his/her management designee.
2. Such employees shall be given an orientation to their duties and responsibilities, and district/school policies and procedures.
3. Such employees shall be held accountable for professional conduct in the same manner as regular employees.

(cf. 4119.21/4219.21/4319.21 - Code of Ethics)

(cf. 4119.22/4219.22/4319.22 - Employee Dress and Grooming)

4. The performance and any conduct incidents of substitutes and temporary employees shall be reported in accordance with regulations and procedures prescribed by the Superintendent or designee. (See AR 4221.12)

(cf. 4121.3/4221.3 - Substitute and Temporary Employees: Incident and Performance Reports)

5. Such personnel with serious or repeated performance or conduct problems shall be released from employment.

- E. The Superintendent or designee shall develop administrative regulations implementing this policy and shall ensure proper employment, assignment, supervision, and release of substitute and temporary employees.

BP 4221 (d)

Temporary, Short-Term, Substitute, and Non-Represented Part-Time Employees

Legal Reference:

EDUCATION CODE

45103 Substitute and short-term positions; definitions

45109 Fixing of duties

45125 Fingerprint cards; criminal history

45160 Power of governing board to fix compensation

45256 Classified service; exclusion

Policy

adopted: November 7, 2001

revised: February 9, 2005

revised: October 22, 2014

revised: June 10, 2015

revised: _____, 2016

HANFORD ELEMENTARY SCHOOL DISTRICT

Hanford, California

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Board of Trustees

FROM: Paul J. Terry, Ed. D.

DATE: May 3, 2016

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: May 11, 2016

ITEM: Consider approval of Resolution #16-16 Ordering Governing Board Member Elections; Consolidation of Elections Specification of the Election Order

PURPOSE: Consolidation of elections on November 8, 2016 for the purpose of electing two members to the HESD governing board

FISCAL IMPACT: None

RECOMMENDATIONS: Approve

**BEFORE THE GOVERNING BOARD OF THE
HANFORD ELEMENTARY SCHOOL DISTRICT**

Resolution Ordering Governing Board Member Elections; Consolidation of Elections Specifications of the Election Order) })	Resolution No. #16-16
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WHEREAS, under Elections Code Sections 1302 and 10404.5 School Districts have established the election day for governing board members as the same day upon which a primary, municipal, or general election is held in the even numbered years; and

WHEREAS, the Board of Supervisors received a resolution from the Hanford Elementary School District whose boundaries are located, in whole or in part, within Kings County, establishing election of governing board members on the same day upon which the statewide general election is held; and

WHEREAS, other elections may be held in whole or in part of the territory of the school district and it is to the advantage of the district to consolidate therewith;

NOW, THEREFORE, IT IS ORDERED that an election be held within the territory included in the district on the 8th of November 2016, for the purpose of electing two (2) member{s} to the governing board of the said school district in accordance with the following specifications:

SPECIFICATIONS OF THE ELECTION ORDER

- 1. The election shall be held on Tuesday, the 8th day of November 2016. The purpose of the election is to choose two (2) member{s} of the governing board of this school district.**
- 2. This governing board hereby requests and consents to the consolidation of this election with other elections which may be held in whole or in part of the territory of the district, as provided in Elections Code Section 10403.**

3. The district has determined that the Hanford Elementary School District will not pay for the Candidate's Statement. The Candidate's Statement will be limited to 200 words.

4. Adopt A or B:

 X A. In the event of a tie vote, the winner of this election shall be determined by lot at a time and place designated by the governing board.

 B. In the event of a tie vote, the governing board shall call a runoff election on the sixth Tuesday following the election at which the tie vote occurred.

5. It is the wish of this board that the county superintendent of schools publish the notice of election in the following newspaper, which is a newspaper of general circulation that is regularly circulated in the territory: The Hanford Sentinel

THE FOREGOING RESOLUTION WAS ADOPTED upon motion of Trustee _____,
seconded by Trustee _____, at a regular meeting on this 11th day of May 2016, by the
following vote:

AYES:

NOES:

ABSENT:

Clerk of Said School District

NOTICE TO COUNTY ELECTIONS OFFICIAL OF ELECTIVE OFFICES
TO BE FILLED AND TRANSMITTAL OF MAP AND BOUNDARIES

HANFORD ELEMENTARY SCHOOL DISTRICT

TO THE COUNTY CLERK OF KINGS COUNTY
NOTICE IS HEREBY GIVEN that the elective offices of the district to be filled as the
General District Election to be held Tuesday, November 8, 2016*-- are as follows:

NAME OF OFFICE	ELECTED BY DIVISION NO. OR AT-LARGE	NAME OF INCUMBENT OR APPOINTEE	ELECTED OR APPOINTED? MO. / YR.	TO BE ELECTED FOR A SHORT TERM (2YRS) OR A FULL TERM (4YRS)
Governing Board of Trustee	By Division Area #1	Timothy Revious	Elected 11/2004	Full
Governing Board of Trustee	By Division Area #3	Vacancy		Full

(1) A map showing the boundaries of the district and boundaries of the division of the district, if any, within this county is attached hereto.

(2) The candidate is to pay for the publication of a Candidates Statement of Qualification, pursuant to Elections Code Section 13307.

Dated: _____

(Seal of the District)

Paul J. Terry, Ed.D.
District Secretary

714 N. White Street
P.O. Box 1067
Hanford, CA 93232
(559) 585-3604

NOTE: **THIS NOTICE AND TRANSMITTAL SHALL BE MADE AT LEAST 125 DAYS BEFORE THE GENERAL DISTRICT ELECTION** AND SHALL EITHER BE DELIVERED IN PERSON OR MAILED BY CERTIFIED MAIL IN TIME TO REACH THE KINGS COUNTY OFFICE OF EDUCATION, 1144 W. LACEY BLVD., HANFORD, CA 93230, **NO LATER THAN JUNE 30, 2016.**

(11-02Notice of Boundaries.doc)

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Dr. Paul J. Terry

FROM: Joy Gabler 

DATE: 04/28/16

FOR: ☒ Board Meeting
☐ Superintendent's CabinetFOR: ☐ Information
☒ Action

Date you wish to have your item considered: 05/11/16

ITEM: Consider approval of a consultant contract with Tulare County Office of Education to provide science professional development to HESD teachers in grades K – 8.

PURPOSE: Tulare County Office of Education will provide an Instructional Consultant, Jared Marr, to provide a two one-day sessions on June 8, 2016 & June 9, 2016 focused on the new Next Generation Science Standards (NGSS). The first day will focus on an introduction to the NGSS standards and the second day will focus on the 3 Dimensions of the standards and translating them into instructional practice.

FISCAL IMPACT: \$7,000

RECOMMENDATIONS: Approve

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Dr. Paul J. Terry

FROM: Joy Gabler 

DATE: 04/28/16

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 05/11/16

ITEM: Consider approval of a consultant contract with Tulare County Office of Education to provide English language arts and history professional development to HESD teachers in grades 7 & 8.

PURPOSE: Tulare County Office of Education will provide an Instructional Consultant, Gay Atmajian, to provide a one-day session on June 6, 2016 focused on argument writing. The training will incorporate the standards for English language arts and history social science. The training will support teachers in ongoing learning and implementation of best practices.

FISCAL IMPACT: \$2,750

RECOMMENDATIONS: Approve

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Dr. Paul Terry

FROM: Joy Gabler 

DATE: 4/28/16

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 05/11/16

ITEM: Consider approval of consultant contract with Rick Morris, Creator of New Management, Inc.

PURPOSE: Rick Morris will provide a 5 hour classroom management and discipline workshop on Thursday, August 4, 2016 from 8:30 – 2:30 p.m. for all new HESD teachers and, if interested, returning teachers. The session will cover techniques for effectively dealing with student behavior and improving the overall classroom learning environment to promote student achievement.

FISCAL IMPACT: \$3,000

RECOMMENDATIONS: Approve

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Dr. Paul J. Terry

FROM: Joy Gabler 

DATE: 04/28/16

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 05/11/16

ITEM: Consider adoption of State Board of Education (SBE) approved English language arts programs for grades K – 8.

PURPOSE: The district is required to provide students with standards-aligned textbooks. The current state adoption is in English language arts (ELA) and after extensive review, analysis and staff feedback on a number of programs, the HESD ELA Adoption Committee is recommending that the following programs be adopted:

- Grades K & 1: California Journeys (Publisher: Houghton-Mifflin Harcourt)
- Grades 2 – 6: Benchmark Advance (Publisher: Benchmark Education)
- Grades 7 & 8: California Collections (Publisher: Houghton-Mifflin Harcourt)

Adopting these materials will ensure that students and teachers have current instructional materials and resources that are aligned with the state standards in English language arts.

FISCAL IMPACT: Estimated to be \$1,000,000.00

RECOMMENDATIONS: Approve

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Dr. Paul J. Terry

FROM: Joy Gabler 

DATE: 04/28/16

FOR: ☒ Board Meeting
☐ Superintendent's CabinetFOR: ☐ Information
☒ Action

Date you wish to have your item considered: 05/11/16

ITEM: Consider adoption of State Board of Education (SBE) approved English learner intervention program for grades 7 – 8.

PURPOSE: As a part of the English language arts (ELA) adoption, there are State Board of Education approved instructional materials specifically focused on supporting the needs of our at-risk English learners. The English language development (ELD) materials provide more targeted and intensive instruction in language for students that are not making adequate yearly progress in acquiring English. After reviewing a number of programs, the HESD ELA/ELD Adoption Committee is recommending that the following program be adopted:

- Grades 7 & 8: iLit ELL (Publisher: Pearson)

FISCAL IMPACT: \$6,000

RECOMMENDATIONS: Approve

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Dr. Paul J. Terry

FROM: Doug Carlton

DATE: May 2, 2016

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: May 11, 2016

ITEM: Approve item:

- BP 0500--Accountability

PURPOSE: The following Board Policy 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 and Education Code changes.

FISCAL IMPACT: None**RECOMMENDATIONS:** Approve BP 0500.

Hanford ESD

Board Policy

Accountability

BP 0500

Philosophy, Goals, Objectives and Comprehensive Plans

The Governing Board ~~of Trustees~~ recognizes its responsibility to ensure accountability to the public for the performance of district schools. The Board shall regularly review the effectiveness of the district's programs, personnel, and fiscal operations, with a focus on the district's effectiveness in improving student achievement. The Board shall establish appropriate systems and processes and measures to monitor results and to evaluate ~~the district's~~ progress toward accomplishing the district's vision and goals.–

(cf. 0000 - Vision)

(cf. 0200 - Goals for the School District)

~~(cf. 0400 - Comprehensive Plans)~~

(cf. 2140 - Evaluation of the Superintendent)–

(cf. 3460 - Financial Accountability and Reports)

(cf. 4115 - Evaluation/Supervision)

(cf. 4215 - Evaluation/Supervision)

(cf. 4315 - Evaluation/Supervision)

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

~~(cf. 6011 - Academic Standards)~~

(cf. 6141 - Curriculum Development and Evaluation)

(cf. 6190 - Evaluation of the Instructional Program)

(cf. ~~9000 - Role of the Board~~)

~~(cf. 9005 - Governance Standards)~~

~~(cf. 9400 - Board Self-Evaluation)~~

~~The Board and the Superintendent shall agree upon appropriate measures of~~
Indicators of district progress in improving, school, and student achievement shall include, but are not limited to, the state Academic Performance Index (API) and the measures of "adequate yearly progress" (AYP) required under the federal accountability system.

(cf. 6162.5 - Student Assessment)

~~performance and~~ (cf. 6162.51 - State Academic Achievement Tests)

(cf. 6162.52 - High School Exit Examination)

Alternative schools serving high-risk student populations, including continuation high schools, opportunity schools, and community day schools, shall be subject to an alternative accountability system established by the Superintendent of Public Instruction. (Education Code 52052)

The district and each district school shall demonstrate comparable improvement in academic achievement, as measured by the API, establish a schedule for all numerically significant student subgroups. Numerically significant subgroups include ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster, foster youth, and homeless students when the subgroup consists of at least 30 students with a valid test score or 15 foster youth or homeless students. (Education Code 52052)

The Superintendent shall provide providing regular reports to the Board and the public regarding district and school performance. Opportunities for feedback from students, parents/guardians, staff, and community members shall be made available as part of any review and evaluation of district programs and operations and as part of the development or annual update of the local control and accountability plan (LCAP). progress.

(cf. 0460 - Local Control and Accountability Plan)

(cf. 0510 - School Accountability Report Card)

(cf. 1100 - Communication with the Public)

(cf. 1112 - Media Relations)

~~Opportunities for feedback from students, parents/guardians, staff and community members shall be made available as part of the review and evaluation of district programs.~~

~~Indicators of district progress in improving student achievement shall include, but not be limited to, the Academic Performance Index (API) established by the state's accountability system and measures of "adequate yearly progress" (AYP) required under the federal accountability system.~~

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

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

~~(cf. 0520.2 - Title I Program Improvement Schools)~~

~~(cf. 0520.3 - Title I Program Improvement Districts)~~

~~(cf. 6162.5 - Student Assessment)~~

(cf. 1220 - Citizen Advisory Committees) ~~6162.51 - Standardized Testing and Reporting Program)~~

~~Following the annual publication of the API and school rankings by the Superintendent of Public Instruction, the Board shall, at a regularly scheduled meeting, discuss the results of each school's annual ranking. (Education Code 52056)~~

~~This discussion shall include an examination of scores from the Standardized Testing and Reporting (STAR) program, by school, grade, and student subgroup, including disaggregated data based on socioeconomic status, race/ethnicity, enrollment in special education, English proficiency, and gender.~~

(cf. 6020 - Parent Involvement) ~~3553 - Free and Reduced Price Meals)~~

Evaluation results may be used as a basis for revising district or school goals, updating the LCAP or other comprehensive plans, identifying and developing strategies to address disparities in achievement among student subgroups, implementing programmatic changes, determining the need for additional support ~~and/or~~ assistance, awarding incentives or rewards, and establishing other performance-based consequences.–

(cf. 0400 - Comprehensive Plans)

(cf. 0420 - School Plans/Site Councils)

(cf. 0520.2 - Title I Program Improvement Schools)

(cf. 0520.3 - Title I Program Improvement Districts)

(cf. 4141/4241 - Collective Bargaining Agreement)

Legal Reference:

EDUCATION CODE

33127-33129 Standards and criteria for fiscal accountability

33400-33407 California Department of Education~~CDE~~ evaluation of district programs

44660-44665 Evaluation of certificated employees

51041 Evaluation of the educational program

52052-52052.1 Academic Performance Index

52055.57-52055.59 Districts identified or at risk of identification for program improvement

52060-52077 Local control and accountability plan

~~52050-52059 Public Schools Accountability Act~~

~~60640-60649 Standardized Testing and Reporting Program~~

CODE OF REGULATIONS, TITLE 5

1068-1074 Alternative schools accountability model, assessments

15440-15463 Standards and criteria for fiscal accountability

UNITED STATES CODE, TITLE 20

6311 _Accountability, adequate yearly progress

6312 _Local educational agency plan

6316 _School and district improvement

CODE OF FEDERAL REGULATIONS, TITLE 34

200.13-200.20 _Adequate yearly progress

~~200.30-200.35 Identification of program improvement schools~~

~~200.36-200.38 Notification requirements~~

~~200.52-200.53~~ Program~~District~~ improvement

Management Resources:

~~CSBA PUBLICATIONS~~

~~Maximizing School Board Governance~~

WEB SITES

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

California Department of Education, Accountability: ~~–~~<http://www.cde.ca.gov/ta/ac>

U.S. Department of Education, ~~No Child Left Behind~~: <http://www.ed.gov>

(3/06 10/13) 10/15 Policy ~~HANFORD ELEMENTARY SCHOOL DISTRICT~~
adopted: ~~September 19, 2001~~ Hanford, California
revised: ~~September 20, 2006~~
revised: April 27, 2016

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Dr. Paul J. Terry

FROM: Doug Carlton

DATE: May 2, 2016

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: April 27, 2016

ITEM: Approve the revised Board Policy:

- BP 6179 Supplemental Instruction

PURPOSE: The following Board Policy 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 and Education Code changes.

FISCAL IMPACT: None**RECOMMENDATIONS:** Approve BP 6179.

Hanford ESD

Board Policy

Supplemental Instruction

BP 6179

Instruction

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

(cf. 0460 - Local Control and Accountability Plan)

(cf. 5113.1 - Chronic Absence and Truancy)

(cf. 5147 - Dropout Prevention)

~~(cf. 5148.2 - Before/After School Programs)~~

~~(cf. 5149 - At Risk Students)~~

(cf. 6011 - Academic Standards)

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6146.5 - Elementary/Middle School Graduation Requirements)

(cf. 6164.5 - Student Success Teams)

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

(cf. 5148.2 - Before/After School Programs)

(cf. 6111 - School Calendar)

(cf. 6112 - School Day)

(cf. 6142.7 - Physical Education and Activity)

(cf. 6176 - Weekend/Saturday Classes)

(cf. 6177 - Summer Learning Programs)

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

(cf. 1020 - Youth Services)

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

Supplemental instruction shall be offered to:

1. Students in grades 2-9 who have been retained or recommended for retention at their current grade level (Education Code 37252.2, 48070.5)

(cf. 5123 - Promotion/Acceleration/Retention)

4. Eligible students from low-income families whenever the district or a district school receiving federal Title I funds has been identified by the California Department of Education for program improvement for two or more consecutive years (20 USC 6316)

(cf. 0520.2 - Title I Program Improvement Schools)

(cf. 0520.3 - Title I Program Improvement Districts)

2

In addition, supplemental instruction may be offered to:

1. Students who are identified as being at risk ~~have been recommended~~ for retention ~~at their current grade level or are at risk of retention~~ (Education Code 48070.5)

~~(cf. 5123 - Promotion/Acceleration/Retention)~~

3. ~~Students in grades 7-8 who do not demonstrate "sufficient progress" toward passing the state exit examination required for high school graduation (Education Code 60851)~~

~~(cf. 6162.52 - High School Exit Examination)~~

~~"Sufficient progress" shall be determined based on~~ state assessment results, ~~a student's grades, or other~~ and the following indicators of academic achievement:

a. ~~Student's results on state assessments administered pursuant to Education Code 60640-60649~~

b. ~~The minimum levels of proficiency recommended by the State Board of Education.~~

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

(cf. 6162.51 - State Academic Achievement Tests)

~~The curriculum of the supplemental instructional program shall reflect state academic content standards to the extent that the district curriculum is aligned with those state standards, and shall be designed to assist students to succeed on the exit exam. (Education Code 60851)~~

~~In addition, contingent on the district budget and local control and accountability plan (LCAP), supplemental instruction may be offered to students~~

2. Students who:

1. ~~Based on state assessment results, grades, or other indicators, demonstrate academic deficiencies in core curriculum areas that may jeopardize their attainment of academic standards~~

2. ~~Are in targeted student groups identified in the district's LCAP as needing increased or improved services to succeed in the educational program~~

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

~~(cf. 3100—Budget)~~

~~(cf. 3553—Free and Reduced Price Meals)~~

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

~~(cf. 6174—Education for English Language Learners)~~

4. ~~Desire enrichment in core academic areas, visual and performing arts, physical education, or other subjects as approved by the Board~~

(cf. 6142.6 - Visual and Performing Arts Education)

(cf. 6142.7 - Physical Education and Activity)

(cf. 6142.91 - Reading/Language Arts Instruction)

(cf. 6142.92 - Mathematics Instruction)

(cf. 6142.93 - Science Instruction)

(cf. 6142.94 - History-Social Science Instruction)

3. High school students who need support to successfully complete courses required for graduation~~(cf. 6143—Courses of Study)~~

~~(cf. 6172—Gifted and Talented Student Program)~~

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

~~(cf. 1020—Youth Services)~~

~~When determined to be necessary by the principal or designee, a student may be required to~~

~~participate in a supplemental instruction. In such cases, written parent/guardian consent shall be obtained for the student's participation.~~

Legal Reference:

EDUCATION CODE

37200-37202 School calendar

37223 Weekend classes

37252-37254.1 Supplemental instruction, summer school

~~41505-41508 Pupil Retention Block Grant~~

42238.01-42238.07 Local control funding formula

46100 Length of school day

48070-48070.5 Promotion and retention

48200 Compulsory education

48985 Translation of notices

51210-51212 Courses of study, elementary schools

51220-51228 Courses of study, secondary schools

52060-52077 Local control and accountability plan

60603 Definitions, core curriculum areas

60640-60649 California Assessment of Student Performance and Progress

60850-60859 High school exit examination, especially:

60851.5 Suspension of high school exit examination

CODE OF REGULATIONS, TITLE 5

11470-11472 Summer school

UNITED STATES CODE, TITLE 20

6316 Program improvement schools and districts

Management Resources:

U.S. DEPARTMENT OF EDUCATION GUIDANCE

Supplemental Educational Services, January 14, 2009

Innovations in Education: Creating Strong Supplemental Educational Services Programs, May 2004

WEB SITES

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

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


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

~~(11/07 12/13) 12/15 Policy~~ ~~_____ HANFORD ELEMENTARY SCHOOL DISTRICT~~
~~adopted: November 20, 2002~~ ~~_____ Hanford, California~~
~~revised: February 9, 2005~~
~~revised: May 7, 2008~~
~~revised: January 14, 2015~~
revised: April 27, 2016

HANFORD ELEMENTARY SCHOOL DISTRICT
Human Resources Department

AGENDA REQUEST FORM

TO: Dr. Paul Terry

FROM: Jaime Martinez 

DATE: May 2, 2016

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

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **May 11, 2016**

ITEM: Consider approval of personnel transactions and related matters.

PURPOSE:

a. Employment

Certificated, effective 8/9/16

- Blanca Alvarado, Teacher, Probationary 1
- Timerie Correia, Teacher, Probationary 1
- Darryn Elliott, Teacher, Probationary 1
- Jennifer Elliott, Teacher, Probationary 1
- Ashley Ellis, Teacher, Intern, Probationary 1
- Osvaldo Garcia, Teacher, Probationary 1
- Leslie Llamas, Teacher, Probationary 1
- Jill Loughran, Teacher, Probationary 1
- Isabel Vega, Teacher, Probationary 1
- Anjali Williams, Teacher, Probationary 1

Certificated Short-term Employment

- Julie Kos, Short-term Teacher – 5.5 hrs., Summer Enrichment Academy, Kennedy, effective 6/9/16 to 6/24/16

Temporary Employees/Substitutes/Yard Supervisors

- Mirella Garibay, Short-term Yard Supervisor – 3.5 hrs., Monroe, effective 4/20/16 to 6/3/16
- Jenny Gonzalez, Substitute Yard Supervisor, effective 4/18/16
- Jose Ibarra, Short-term READY Program Tutor – 4.5 hrs. (M,W,Th,F), Richmond, effective 4/25/16 to 6/3/16

b. Short-term Employment
CERTIFICATED STAFF SUMMER PROGRAMS

Summer School Program at Lincoln School – 5.5 Hours/Day

- Javier Espindola, Summer Program Administrator, effective 6/20/16 to 6/24/16
- Lindsay Hastings, Summer Program Administrator, effective 6/13/16 to 6/17/16
- Julie Pulis, Summer Program Administrator, effective 7/5/16 to 7/8/16
- Cynthia Pursell, Summer Program Administrator, effective 6/27/16 to 7/1/16

Summer School Program at Kennedy School – 5.5 Hours/Day

- Rick Johnston, Summer Program Administrator, effective 6/20/16 to 6/24/16
- Jason Strickland, Summer Program Administrator, effective 6/13/16 to 6/17/16

Nursing Services for Summer Programs – June 9 – July 8 (no school July 4)

June 13-30 – 6.25 Hours/Day

June 9-10 and July 1-8 – 5.5 Hours/Day

- Debra Cawley, School Nurse, effective 6/29-30 and 7/1 (3 days)
- Cara Cummings, School Nurse, effective 6/15-17 and 7/5 (4 days)
- Lissette Leyva, School Nurse, effective 6/9, 10, 13, and 14 (4 days)
- Kathleen Salyer, School Nurse, effective 6/20-24, 6/27-28, and 7/6-8 (10 days)

Summer Enrichment Academy at Kennedy School – 6/9 to 6/24/16 – 5.5 Hours/Day

- Jacquelyn Doyel, Teacher
- Chad Nielsen, Teacher
- Travis Paden, Teacher
- April Silva, Teacher
- Melissa Simas, Teacher
- Kim Washburn, Teacher
- Britney Willard, Teacher
- Gina Young, , Teacher

Summer Academic and Enrichment Academy at Lincoln School – 6/9/16 to 7/8/16 (no school July 4), 5.5 Hours/Day

- Josie Cavanaugh, Teacher
- Gabriel DeLeon, Teacher
- Rose Flores, Teacher
- Crystal Foster, Teacher, effective 6/9/16 to 6/10/16 and 6/27/16 to 7/1/16
- Brooke Fuller, Teacher
- Priscilla Garivay, Teacher
- Christina Gonzales, Teacher

Summer Academic and Enrichment Academy at Lincoln School – 6/9/16 to 7/8/16 (no school July 4), 5.5 Hours/Day (continued)

- Ruth Hernandez, Teacher
 - Lindsay Howell, Teacher, effective 6/9/16 to 6/24/16 and 7/5/16 to 7/8/16
 - Damien Juarez, Teacher
 - Juan Padilla, Teacher
 - Nina Schaffer, Teacher
 - Stephanie Tatro-Parks, Teacher
 - Shanae Vryhof, Teacher
- c. Resignations**
- Monique Carlos, Media Services Aide – 5.5 hrs., Jefferson, effective 6/10/16
 - Michael Carrillo, Substitute Custodian I and Groundskeeper I, effective 4/19/16
 - Lorena Cortez, Teacher, Jefferson Charter Academy, effective 6/3/16
 - Anthony Hinojos, Teacher, Kennedy, effective 6/3/16
 - Araceli Mandujano, Food Service Worker II – 2.5 hrs., Kennedy, effective 6/3/16
 - Danielle Portz, Account Technician II – 8.0 hrs., Fiscal Services, effective 6/30/16
 - Lorian Riley, School Psychologist, Special Services, effective 6/9/16
 - Vanessa Romero, READY Program Tutor – 4.5 hrs., Hamilton, effective 4/29/16
 - Carrie Washburn, Teacher, Monroe, effective 6/3/16
- d. More Hours**
- Christina Jenkins, Yard Supervisor, from 2.0 hrs. to 3.0 hrs., Monroe, effective 4/20/16
- e. Decrease in Hours**
- Cedric Harbor, Short-term Yard Supervisor, from 2.0 hrs. to 1.0, Monroe, effective 4/20/16 to 6/3/16
 - Christina Horn, Yard Supervisor, from 2.25 hrs., to 1.0 hr., Lincoln, effective 4/21/16
- f. Leave of Absence**
- Angela Gutierrez, Food Service Worker I – 3.25 hrs., Roosevelt, effective 4/28/16 to 6/3/16, baby bonding
- g. Job Description**
- Director of Categorical Programs (revised and title changed to Director of Program Development, Assessment and Accountability)

h. VolunteersName

Magali Alatorre

Carole Skaggs

Nadia Martinez

Roxanne Briano

School

Hamilton

Monroe

Richmond

Roosevelt

RECOMMENDATION: Approve.

HANFORD ELEMENTARY SCHOOL DISTRICT

Job Description:

DIRECTOR OF ~~CATEGORICAL PROGRAMS~~ PROGRAM DEVELOPMENT, ASSESSMENT AND ACCOUNTABILITY**DEFINITION**

The Director of ~~Categorical Programs~~ Program Development, Assessment and Accountability administers and coordinates the implementation of state and federal ~~categorical~~ programs and supervises the assigned support staff. The Director advises and assists the Superintendent, the Assistant Superintendent of Curriculum and Instruction, principals, learning directors, teachers, and parents participating in such programs. The Director provides leadership, planning, budget control, and evaluation of the district's state and federal instructional programs. The Director assumes the responsibility for the Local Control Accountability Plan (LCAP), the Local Agency Education Plan (LEAP) and Consolidated Application for Funding Categorical Aid Programs.

SUPERVISION RECEIVED AND EXERCISED

The Director reports directly to the Assistant Superintendent of Curriculum and Instruction, supervises assigned support staff, and exercises functional supervision over other staff in the areas of responsibility.

ESSENTIAL FUNCTIONS

- Directs the preparation, ~~and submission,~~ and evaluation of the Local Control Accountability Plan (LCAP); works with the Superintendent, Chief Business Official, and Assistant Superintendent of Curriculum and Instruction to ~~of the Consolidated Programs Application; develops allocation plan and budget guidelines for state and federal funding; establishes timelines and procedures for planning, implementation, and evaluation of Consolidated Program plans~~ the LCAP
- Directs the preparation, submission, and evaluation of the District's Local Education Agency Plan (LEAP), Title III Action Plan, and other plans and documents required by the California Department of Education
- Directs the preparation and submission of the Consolidated Programs Application; develops allocation plan and budget guidelines for state and federal funding; establishes timelines and procedures for planning, implementation, and evaluation of Consolidated Program plans
- Assists the Assistant Superintendent of Curriculum & and Instruction in developing, implementing, monitoring, and evaluating the district's instructional programs, including state and federal categorical programs, grants, and local partnerships
- ~~Directs the Supplemental Educational Services program~~

ESSENTIAL FUNCTIONS (cont.)

- Assists the Assistant Superintendent of Curriculum and Instruction in the development, implementation, and revision of the district's student achievement monitoring (assessment) system
- Provides technical assistance and supervision to school sites in categorical program the planning, and implementation; budgeting; plan writing; revisions; monitoring and evaluation of their state and federal instructional programs
- Participates in the planning, development, implementation, and evaluation of the district's curriculum for K-12 programs and instructional programs for low-income pupils, EL English learners, and at-risk students foster youth
- ~~Collaborates with staff to implement the assessment of categorical programs~~
- ~~Assists the Assistant Superintendent of Curriculum & Instruction in planning, developing and implementing the District's Local Education Agency Plan (LEA), the District's Title III Action Plan, along with other plans and documents required by the California Department of Education~~
- Assists the Assistant Superintendent of Curriculum & and Instruction in ensuring all state and federal accountability requirements of Program Improvement, at the district and school-site levels, are fully implemented
- Ensures and coordinates ~~annual~~ updates to all Single School Plans for student achievement
- Provides technical assistance and leadership to school site teams in developing Single Plans for Student Achievement (school site plans).
- ~~Assists school site administrators and leadership teams in developing school site improvement plans.~~
- Monitors and provides technical assistance to district and school site leaders in maintaining compliance with state and federal regulations
- ~~Assures that all functions are consistent with applicable state and federal regulations, policies and programs, and the district's educational goals, objectives and policies~~
- ~~Monitors district and school wide compliance issues as they relate to the district's categorical programs~~

ESSENTIAL FUNCTIONS (cont.)

- Monitors all Categorical Program budget expenditures and to maintains compliance with state and federal regulations.
- ~~Provides school site managers with information and/or training relative to Coordinated Compliance Review and Program Monitor and evaluation procedures~~
- Coordinates Federal Program Monitoring (FPM) for the district and school sites
- Directs and supervises the collection and processing of required data to meet district, state, and federal record-keeping and reporting requirements
- Coordinates and monitors application procedures for special grants
- Represents District at meetings of local, state and federal agencies as assigned
- Provides leadership in the development of District regulations and policies in assigned areas of responsibility
- ~~Cooperates with other departments for effective and cooperative interfacing of related functions~~
- Develops department/central services budget and monitors expenditures
- Is a standing member of the district's curriculum committee
- Presents periodic reports to Board of Trustees on student performance relative to categorical programs
- Assumes the role of District Test Coordinator for STAR state testing:
 - ~~Orders, inventories, manages, and ensures security of all materials~~
 - ~~Coordinates distribution of test materials to school sites~~
 - ~~Coordinates collection of test materials from school sites~~
 - ~~Prepares testing schedules~~
 - ~~Coordinates testing for students assigned to nonpublic schools~~
 - ~~Supervises the submission of data files for pre-id documents and labels~~
 - ~~Supervises training of school site test coordinators, test examiners, proctors, scribes, etc.~~
 - ~~Ensures that proper testing procedures and security procedures are in place at school sites~~

NECESSARY EMPLOYMENT STANDARDS

Knowledge of:

The Local Control Accountability Plan (LCAP)

K-8 curriculum and instruction

Strategies for assessing and improving ~~overall operations of~~ the District's instructional programs

District, state and federal regulations and procedures related to Categorical Programs

District and school technology applications including the grade reporting (report card), system and student achievement monitoring data systems

Budget development and compliance provisions for Consolidated Application Programs

Budget and compliance provisions of other states and federal grants

Skills and Ability to:

Plan, organize, and direct the system for student assessment and accountability

Plan, organize, and direct the Consolidated Program Application process

Analyze and apply rules and regulations applicable to Categorical Programs

Analyze student achievement to evaluate the district's instructional programs

Effectively communicate orally and in writing in a clear and concise manner

Recognize and solve problems with expediency and effectiveness

EDUCATION AND EXPERIENCE: Any combination of education and experience that could likely provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the knowledge, skills, and abilities would be:

Education: Masters Degree

Experience: Five years successful multi-level elementary school teaching experience (K-8), and three years successful administrative experience at school and/or district level

EDUCATION AND EXPERIENCE: (continued)

Licenses and Certificate: A valid California Administrative Services Credential

WORKING CONDITIONS

Environment: Office environment

Physical Abilities: Hearing and speaking to exchange information in person and on the telephone, and to make presentations to the Board, Administrators, and others; sitting for extended periods of time; and vision sufficient to read and review complex written documentation, financial data, laws and regulations, and professional journals.

Adopted: 03/03/10

Revised: / /16

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Dr. Paul J. Terry

FROM: David Endo

DATE: 05/02/2016

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 05/11/2016

ITEM:

Consider approval of bond counsel agreement.

PURPOSE:

The District will need the expertise of bond counsel for the potential issuance of bonds. David Casnocha from Stradling Yocca Carlson & Rauth has such expertise and comes recommended. Please note that the financial terms that are detailed in the agreement are contingent on a successful bond election.

FISCAL IMPACT:

Pre-election services will be invoiced at the rate of \$250/hour and will be paid with General Fund dollars. A fee of \$55,000 will be paid for each series of bonds issued, along with a \$20,000 fixed fee for disclosure work related to the Official Statement. There is also a provision for reimbursement up to \$5,000 for out-of-pocket expenses detailed in the contract.

RECOMMENDATIONS:

Approve the agreement.

BOND COUNSEL AGREEMENT

THIS AGREEMENT, entered into as of the 15th day of April, 2016 by and between HANFORD ELEMENTARY SCHOOL DISTRICT (the "District"), a school district duly organized and existing under and pursuant to the laws of the State of California, and the law firm of STRADLING YOCCA CARLSON & RAUTH, a Professional Corporation ("Bond Counsel").

WITNESSETH:

WHEREAS, the District desires to be provided with bond counsel services in connection with the District's potential solicitation of voter approval in November 2016 and for issuance of general obligation bonds (the "Bonds");

NOW, THEREFORE, the District and Bond Counsel do mutually agree as follows:

1. Bond Counsel shall provide the necessary legal services in connection with the authorization, sale and consummation of the financing proceedings. Such services shall include the following:

Pre-Election Services

- a. draft the resolution necessary to call the bond election;
- b. confer with and advise the District as to the ballot measure, tax rate statement and ballot statements;
- c. confer and consult with the officers and administrative staff of the District and Kings County to the procedures applicable to such election proceedings and as to any other matters relating to proper placing of a measure on the ballot;
- d. attend all meetings of the District, as well as any administrative meetings at which the election proceedings are to be discussed, when requested to attend or when attendance is deemed necessary for the proper planning or conduct of the election proceedings.

Post-Election Services

- a. prepare all resolutions (of the District and Kings County), and other legal documents necessary for the proper conduct of the financing proceedings;
 - b. prepare, review and explain to the District relevant tax certificates, including all rebate requirements;
 - c. prepare the arbitrage certificate, the signature and incumbency certificate and all other certificates and closing documents required to accompany delivery of the Bonds;
 - d. provide the legal opinion that the interest borne by the Bonds is excludable from Federal income taxes and State of California personal income taxes and approving in all regards the legality of all proceedings for the authorization, sale and delivery of the Bonds relating to the financing;
 - e. prepare the Preliminary and Final Official Statement and advise the District as to their compliance with applicable securities laws;
 - f. deliver advice on ongoing disclosure requirements and prepare certificates and agreements required to comply with all applicable federal securities laws;
 - g. assist the District in preparing for rating agency presentations, and attend all rating agency and bond insurance company presentations in connection with the Bonds;
 - h. engage in negotiations with the bond insurance companies over the terms of any bond insurance commitment;
 - i. provide all other necessary services generally expected of Bond Counsel not listed above;
 - j. prepare and provide a complete transcript of the conduct of the proceedings necessary to accompany delivery of the Bonds; and
 - k. prepare formation documents of a Citizens' Oversight Committee, attend meeting of such committee and advise the District and Committee on all Proposition 39 requirements;
 - l. answer follow-up questions relating to the Bond issuance after the closing for no fee.
2. Bond Counsel shall assign primary responsibility for providing these services to David G. Casnocha and Carlos Villafuerte.

Fees

3. Payment of any fee to Bond Counsel is contingent on the successful election and issuance of bonds. Bond counsel shall charge a fee of \$55,000 for each series of Bonds issued.

In addition to that fee, Bond Counsel shall be reimbursed for all out-of-pocket expenses. Out-of-pocket expenses include word processing, photocopying, travel, express mail charges and the like. Expenses per series of Bonds will not exceed \$5,000 without the prior consent of the District. If the ballot measure authorizing the bond does not receive the requisite votes, Bond Counsel shall not charge any fee for time or out-of-pocket disbursements.

To the extent the District requests Bond Counsel to provide “pre-election” services not directly related to the legal requirements to place a measure on the ballot, Bond Counsel shall charge \$250 per hour for the provision of such service. These fees cannot be paid from the proceeds of any bonds issued.

As disclosure counsel Bond Counsel will prepare both the Preliminary Official Statement and the final Official Statement for the bonds and provide a legal opinion to the District or to the completeness of a Final Official Statement. For preparation of the Official Statement, Bond Counsel shall charge a fixed fee of \$20,000 per series of bonds. This fee for the Official Statement is in addition to the fee for acting as Bond Counsel.

4. Such aforesaid fees are payable at the time of delivery of the financing documents and consummation of the financing and are expected to be paid from the proceeds of the financing.

5. Bond Counsel warrants that no person has been employed to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the District the right to terminate this contract, or in its discretion to deduct from the Bond Counsel’s fee. The foregoing rights are not intended to limit other remedies available to the District in the event of a breach contemplated by section 5, nor is it intended to limit the right to terminate this contract to a breach contemplated by this section.

6. Bond Counsel shall not assign or transfer any interest in this contract except that claims for moneys due or to become due under the contract may be assigned to a bank, trust company, or other financial institution.

7. This Agreement shall also govern the issuance of any refunding bonds issued to refund the Bonds.

8. Bond Counsel shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, marital status, sexual preference, or physical handicap. Bond Counsel shall take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, national origin, marital status, sexual preference, or physical handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

9. The term of this Agreement shall commence as of the date hereof and extend until termination by Bond Counsel or the District. This Agreement may be terminated by either party with or without cause following 30 days written notice of such termination.

10. It is expressly understood and agreed by both parties that Bond Counsel is an independent contractor and not an officer, agent or employee of the District.

IN WITNESS WHEREOF, the District and Bond Counsel have executed this Agreement the day and year first above written.

**STRADLING YOCCA CARLSON &
RAUTH, a Professional Corporation**

**HANFORD ELEMENTARY SCHOOL
DISTRICT**

By:_____

David G. Casnocha
Shareholder

By:_____

David Endo,
Chief Business Official

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Dr. Paul J. Terry

FROM: David Endo

DATE: 05/02/2016

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 05/11/2016

ITEM:

Consider approval of food service agreements with the Kings County Office of Education and Hanford Christian School.

PURPOSE:

The District has provided lunches to the Kings County Office of Education and Hanford Christian School in the recent past. Both entities have expressed interest in continuing the relationship with the District for the 2016-2017 school year. Currently, there is little operational impact to the Food Service Department.

FISCAL IMPACT:

The Child Nutrition Fund should realize an increase in revenue dependent on participation.

RECOMMENDATIONS:

Approve the agreements.

FOOD SERVICE AGREEMENT

Administering Sponsor: Hanford Elementary School District
 Receiving Sponsor: Hanford Christian School

This Agreement executed in duplicate and entered into on July 1, 2016 between the **Administering Sponsor, Hanford Elementary School District**, hereinafter referred to as **School Food Authority (SFA)** and the receiving sponsor, hereinafter referred to as **HANFORD CHRISTIAN SCHOOL**, and is created for the purpose of providing Lunches under the National School Lunch Program.

It is hereby agreed that:

- (1) The **SFA** will represent **HANFORD CHRISTIAN SCHOOL** as the Child Nutrition Program "Sponsor" and will claim reimbursement from the California Department of Education for all meals served to children enrolled in **HANFORD CHRISTIAN SCHOOL**. Reimbursement will be claimed at the rate of one lunch per child per day, only for complete meals counted at the point of service, and according to each child's eligibility category.
- (2) The **HANFORD CHRISTIAN SCHOOLS** will notify the **SFA** of all Name, Address, Phone and Lunch Period – Serving time changes as they are made, in order to keep the CNIP's application current and in compliance. In addition the Name, Address, Phone and Lunch Period – Serving times will be submitted annually with this Food Service Agreement.
- (3) Once approved by the California Department of Education, this agreement is considered permanent by the California Department of Education. However, the **SFA** will initiate a new written contract prior to July 1st of each year. Either party may terminate this agreement for cause upon ten days written notice. Notice of termination will be provided in writing to the California Department of Education, Nutrition Services Division.
- (4) The **SFA** will conduct the free and reduced-price application process, including the distribution, review, and approval of applications for the sites belonging to **HANFORD CHRISTIAN SCHOOL**. The **SFA** will create and update the eligibility roster and provide current lists to **HANFORD CHRISTIAN SCHOOL** as soon as possible after changes occur.
- (5) **HANFORD CHRISTIAN SCHOOL** will perform the point of service meal counts. The **SFA** will provide training as necessary to staff at **HANFORD CHRISTIAN SCHOOL** regarding point-of-service meal counts and completion of all required documents.
- (6) The **SFA** will perform the required daily and monthly edit checks.
- (7) The **SFA** will ultimately be responsible for meal count and claiming accountability.
- (8) The **SFA** will perform the verification process and will notify **HANFORD CHRISTIAN SCHOOL** of its findings.
- (9) The **SFA** will assume responsibility for any over-claims identified during a review or audit, and reimburse the State accordingly.

- (10) The **SFA** will include all participating sites from **HANFORD CHRISTIAN SCHOOL** in its agreement with the California Department of Education.
- (11) The **SFA** will provide meals to **HANFORD CHRISTIAN SCHOOL** that comply with the nutrition standards established by the United States Department of Agriculture for the Enhanced Food Base/Offer vs. Serve menu planning option.
- (12) The **SFA** will prepare the meals in the District Kitchen located at 924 Katie Hammond Lane. This preparation site will maintain the appropriate state and local health certifications for the facility.
- (13) **HANFORD CHRISTIAN SCHOOL** will notify the **SFA** of the number of meals needed no later than 9:00 am by e-mail each day. **HANFORD CHRISTIAN SCHOOL** will be obligated to accept and pay for the number of meals requested. The **SFA** will not be obligated to provide any meals on days when the **SFA** is not open for business.
- (14) **HANFORD CHRISTIAN SCHOOL** will provide the personnel and vehicle necessary to transport the meals.
- (15) **HANFORD CHRISTIAN SCHOOL** will be responsible for transporting the meals from the **SFA** District Kitchen. The pick-up of prepared meals will be no later than 10:45 am.
- (16) The **SFA** will be responsible for maintaining the proper temperature of the meals until **HANFORD CHRISTIAN SCHOOL** takes delivery of the meals. At the time of delivery, **HANFORD CHRISTIAN SCHOOL** will be responsible for maintaining the proper temperature of the meals until they are served.
- (17) On a daily basis, **HANFORD CHRISTIAN SCHOOL** will return any and all hotel pans and lids that are property owned by the **SFA**.
- (18) **HANFORD CHRISTIAN SCHOOL** will deliver Food Service reports to the **SFA** daily.
- (19) The **SFA** will provide the necessary hotel pans and lids, transport thermos container, thermometer, serving gloves, scoops, ladles, eating utensils, straws and napkins during the term of this agreement.
- (20) **HANFORD CHRISTIAN SCHOOL** will provide personnel to serve meals, clean serving and eating areas, utensils, and any other equipment used to transport meals.
- (21) No later than three (3) days prior to the end of each month, the **SFA** will provide to the **HANFORD CHRISTIAN SCHOOL** a monthly menu consisting of the meals to be served the following month.
- (22) The **SFA** will submit to the **HANFORD CHRISTIAN SCHOOL** itemized invoices for the meals provided by the **SFA**. The invoices will be calculated at the following rates: students full pay lunch one dollar and forty cents (\$1.40); student reduced lunch forty cents (\$0.40); students free lunch is no charge; adult lunch two dollars and fifty cents (\$2.50); with milk two dollars and eighty cents (\$2.80); student milk thirty cents (\$0.30); and, adult milk thirty cents (\$0.30). Rates are subject to change.

- (23) **HANFORD CHRISTIAN SCHOOL** will pay **SFA** the full amount as presented on the monthly itemized invoice by the end of the following month
- (24) When requested by **HANFORD CHRISTIAN SCHOOL**, the **SFA** will provide sack lunches for field trips that meet the meal pattern requirements. Sack lunches for field trips will be requested at least 10 working days in advance. The cost per lunch will remain the same as for the regular lunch. **HANFORD CHRISTIAN SCHOOL** will be responsible for maintaining the appropriate temperature of lunches until served. **HANFORD CHRISTIAN SCHOOL** will be responsible for creating a list of students attending the field trip and ensuring that only students receiving a lunch from the **SFA** get marked. **HANFORD CHRISTIAN SCHOOL** will submit checked off roster to the **SFA** the following day.
- (25) The gift or exchange of commodities is not permitted. Until students are served a meal, all food remains the property of the **SFA**.
- (26) **HANFORD CHRISTIAN SCHOOL** will indemnify and hold the **SFA** and its officers, employees, and agents harmless from any and all liability, cost, or expense incurred as a result of negligence on the part of the **HANFORD CHRISTIAN SCHOOL**.
- (27) **HANFORD CHRISTIAN SCHOOL** will keep and maintain liability insurance, including extended coverage for product liability in an amount no less than \$1,000,000 (one million dollars) for each occurrence and will provide the **SFA** with a certificate evidencing insurance in the amount, naming the **SFA** as an additional insured and specifying that the coverage will not be canceled or modified without 10 days prior written notice to the **SFA**. The **SFA** will keep and maintain liability insurance that covers the **SFA's** liability.
- (28) Both parties will comply with all applicable federal, state and local statutes and regulations with regard to the preparation and service of National School Lunch Program meals, including, but not limited to, all applicable regulations relating to the overt identification of needy pupils, the nutritional content of meals, and nondiscrimination. All records maintained by both parties shall be open and available to inspection by Federal, State, and local authorities in accordance with applicable statutes and regulations.
- (29) **HANFORD CHRISTIAN SCHOOL** will abide by all health and safety rules for serving food. After each review by the Kings County Health Department, a copy of the review report will be sent to the **SFA** by **HANFORD CHRISTIAN SCHOOL**.
- (30) **HANFORD CHRISTIAN SCHOOL** will reimburse the **SFA** for any loss of reimbursement funds denied by the National School Lunch Program which arise out of intentional or negligent conduct or omission of **HANFORD CHRISTIAN SCHOOL**
- (31) All business and information relating to the execution of this agreement and the services thereof, including kitchen visitations, will be directed to the Manager of Food Services, **SFA**.

TERM

This agreement becomes effective this day and will continue until June 30, 2017.

IN WITNESS WHEREOF, HANFORD ELEMENTARY SCHOOL DISTRICT and HANFORD CHRISTIAN SCHOOL has executed this agreement as of the date first written above

HANFORD CHRISTIAN SCHOOL
Name and Title of Receiving Sponsor Official

By _____
Board of Education
HANFORD CHRISTIAN SCHOOL
Telephone (559) 584-9207

HANFORD ELEMENTARY SCHOOL DISTRICT
Name and Title of SFA Official

By _____
Board of Trustees
HANFORD ELEMENTARY SCHOOL DISTRICT
Telephone (559) 585-3620

CALIFORNIA DEPARTMENT OF EDUCATION

Approved

Denied

By _____

FOOD SERVICE AGREEMENT

Administering Sponsor: Hanford Elementary School District
 Receiving Sponsor: Kings County Office of Education

This Agreement executed in duplicate and entered into on July 1, 2016 between the **Administering Sponsor, Hanford Elementary School District**, hereinafter referred to as **SCHOOL FOOD AUTHORITY (SFA)** and the receiving sponsor, **Kings County Office of Education**, hereinafter referred to as **COUNTY SCHOOLS**, and is created for the purpose of providing Lunches under the National School Lunch Program.

It is hereby agreed that:

- (1) The **SFA** will represent **COUNTY SCHOOLS** as the Child Nutrition Program “Sponsor” and will claim reimbursement from the California Department of Education for all meals served to children enrolled in **COUNTY SCHOOLS**. Reimbursement will be claimed at the rate of one lunch per child per day, only for complete meals counted at the point of service, and according to each child’s eligibility category.
- (2) The **COUNTY SCHOOLS** will notify the **SFA** of all Name, Address, Phone and Lunch Period – Serving time changes as they are made, in order to keep the CNIP’s application current and in compliance. In addition the Name, Address, Phone and Lunch Period – Serving times will be submitted annually with this Food Service Agreement.
- (3) Once approved by the California Department of Education, this agreement is considered permanent by the California Department of Education. However, the **SFA** will initiate a new written contract prior to July 1st of each year. Either party may terminate this agreement for cause upon ten days written notice. Notice of termination will be provided in writing to the California Department of Education, Nutrition Services Division.
- (4) The **SFA** will conduct the free and reduced-price application process, including the distribution, review, and approval of applications for the sites belonging to **COUNTY SCHOOLS**. The **SFA** will create and update the eligibility roster and provide current lists to **COUNTY SCHOOLS** as soon as possible after changes occur.
- (5) The **COUNTY SCHOOLS** will perform the point of service meal counts. The **SFA** will provide training as necessary to staff at **COUNTY SCHOOLS** regarding point-of-service meal counts and completion of all required documents.
- (6) The **SFA** will perform the required daily and monthly edit checks.
- (7) The **SFA** will ultimately be responsible for meal count and claiming accountability.
- (8) The **SFA** will perform the verification process and will notify **COUNTY SCHOOLS** of its findings.
- (9) The **SFA** will assume responsibility for any over-claims identified during a review or audit, and reimburse the State accordingly.

- (10) The **SFA** will include all participating sites from **COUNTY SCHOOLS** in its agreement with the California Department of Education.
- (11) The **SFA** will provide meals to **COUNTY SCHOOLS** that comply with the nutrition standards established by the United States Department of Agriculture for the Enhanced Food Base/Offer vs. Serve menu planning option.
- (12) The **SFA** will prepare the meals in the District Kitchen located at 924 Katie Hammond Lane. This preparation site will maintain the appropriate state and local health certifications for the facility.
- (13) The **COUNTY SCHOOLS** will notify the **SFA** of the number of meals needed no later than 9:00 am by e-mail each day. **COUNTY SCHOOLS** will be obligated to accept and pay for the number of meals requested. The **SFA** will not be obligated to provide any meals on days when the **SFA** is not open for business.
- (14) **COUNTY SCHOOLS** will provide the personnel, vehicle, and sufficient mobile transport thermos carts to pick up and transport the meals.
- (15) **COUNTY SCHOOLS** will be responsible for transporting the meals from the **SFA** District Kitchen. The pick-up of prepared meals will be no later than 9:30 am.
- (16) The **SFA** will be responsible for maintaining the proper temperature of the meals until **COUNTY SCHOOLS** takes delivery of the meals. At the time of delivery, **COUNTY SCHOOLS** will be responsible for maintaining the proper temperature of the meals until they are served.
- (17) The **SFA** will provide the necessary hotel pans and lids, thermometer, serving scoops, ladles, eating utensils, straws, and napkins during the term of this agreement.
- (18) **COUNTY SCHOOLS** will provide personnel to serve meals, clean serving and eating areas, utensils, mobile transport thermos cart and any other equipment used to transport meals including pre-washing all hotel pans and lids on a daily basis, **COUNTY SCHOOLS** will deliver any and all pre-washed hotel pans and lids that are property owned by the **SFA** to the HESD Lee Richmond Elementary School kitchen.
- (19) The **SFA** will wash and sanitize the hotel pans and lids in a commercial dishwasher.
- (20) **COUNTY SCHOOLS** will deliver Food Service reports to the **SFA** daily.
- (21) No later than three (3) days prior to the end of each month, the **SFA** will provide to the **COUNTY SCHOOLS** a monthly menu consisting of the meals to be served the following month.
- (22) The **SFA** will submit to the **COUNTY SCHOOLS** itemized invoices for the meals provided by the **SFA**. The invoices will be calculated at the following rates: students full pay lunch one dollar and forty cents (\$1.40); student reduced lunch forty cents (\$0.40); students free lunch is no charge; adult lunch two dollars and fifty cents (\$2.50); with milk two dollars and eighty cents (\$2.80); student milk thirty cents (\$0.30); and, adult milk thirty cents (\$0.30). Rates are subject to change.

- (23) **COUNTY SCHOOLS** will pay **SFA** the full amount as presented on the monthly itemized invoice by the end of the following month.
- (24) When requested by **COUNTY SCHOOLS**, the **SFA** will provide sack lunches for field trips that meet the meal pattern requirements. Sack lunches for field trips will be requested at least 10 working days in advance. The cost per lunch will remain the same as for the regular lunch. **COUNTY SCHOOLS** will be responsible for maintaining the appropriate temperature of lunches until served. **COUNTY SCHOOLS** will be responsible for creating a list of students attending the field trip and ensuring that only students receiving a lunch from the **SFA** get marked. **COUNTY SCHOOLS** will submit checked off roster to the **SFA** the following day.
- (25) The gift or exchange of commodities is not permitted. Until students are served a meal, all food remains the property of the **SFA**.
- (26) **COUNTY SCHOOLS** will indemnify and hold the **SFA** and its officers, employees, and agents harmless from any and all liability, cost, or expense incurred as a result of negligence on the part of the **COUNTY SCHOOLS**.
- (27) **COUNTY SCHOOLS** will keep and maintain liability insurance, including extended coverage for product liability in an amount no less than \$1,000,000 (one million dollars) for each occurrence and will provide the **SFA** with a certificate evidencing insurance in the amount, naming the **SFA** as an additional insured and specifying that the coverage will not be canceled or modified without 10 days prior written notice to the **SFA**. The **SFA** will keep and maintain liability insurance that covers the **SFA's** liability.
- (28) Both parties will comply with all applicable federal, state and local statutes and regulations with regard to the preparation and service of National School Lunch Program meals, including, but not limited to, all applicable regulations relating to the overt identification of needy pupils, the nutritional content of meals, and nondiscrimination. All records maintained by both parties shall be open and available to inspection by Federal, State, and local authorities in accordance with applicable statutes and regulations.
- (29) **COUNTY SCHOOLS** will abide by all health and safety rules for serving food. After each review by the Kings County Health Department, a copy of the review report will be sent to the **SFA** by **COUNTY SCHOOLS**.
- (30) **COUNTY SCHOOLS** will reimburse the **SFA** for any loss of reimbursement funds denied by the National School Lunch Program which arise out of intentional or negligent conduct or omission of **COUNTY SCHOOLS**.
- (31) All business and information relating to the execution of this agreement and the services thereof, including kitchen visitations, will be directed to the Manager of Food Services, **SFA**.

TERM

This agreement becomes effective this day and will continue until June 30, 2017.

IN WITNESS WHEREOF, HANFORD ELEMENTARY SCHOOL DISTRICT and KINGS COUNTY OFFICE OF EDUCATION has executed this agreement as of the date first written above.

KINGS COUNTY OFFICE OF EDUCATION
Name and Title of Receiving Sponsor Official

By _____
Superintendent
KINGS COUNTY OFFICE OF EDUCATION
Telephone (559) 584-1441

HANFORD ELEMENTARY SCHOOL DISTRICT
Name and Title of SFA Official

By _____
Board of Trustees
HANFORD ELEMENTARY SCHOOL DISTRICT
Telephone (559) 585-3620

CALIFORNIA DEPARTMENT OF EDUCATION

Approved

Denied

By _____

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Dr. Paul J. Terry

FROM: David Endo

DATE: 05/02/2016

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 05/11/2016

ITEM:

Consider approval of the Kings County Treasurer's Quarterly Compliance Report.

PURPOSE:

Enclosed is the Kings County Investment Pool compliance report for the quarter ending 03/31/2016. The interest rate for the quarter was 0.6960%.

FISCAL IMPACT:

None.

RECOMMENDATIONS:

Approve the the Kings County Treasurer's Quarterly Compliance Report.



COUNTY OF KINGS
DEPARTMENT OF FINANCE
REBECCA VALENZUELA, CPA CGMA ▪ DIRECTOR OF FINANCE
1400 W. LACEY BLVD ▪ HANFORD, CA 93230

ACCOUNTING DIVISION
(559) 852-2455 ▪ FAX: (559) 587-9935

TAX COLLECTOR ▪ TREASURER DIVISION
TAX: (559) 852-2479 ▪ TREASURER (559) 852-2477
FAX: (559) 582-1236

DATE: April 27, 2016

TO: Treasury Depositors
Board of Supervisors
County Treasury Oversight Committee

FROM: Rebecca Valenzuela, CPA, CGMA, Director of Finance

SUBJECT: Quarterly Portfolio Compliance Report

Enclosed is the Kings County Treasurer's - Quarterly Compliance Report for the period January 1 - March 31, 2016. The interest rate for the quarter for funds held by the Treasury was .6960%.

If you have any questions on the report or the portfolio, please feel free to call Tammy Phelps, Assistant Director of Finance - Treasury, at 852-2462.

Encl. 1

Kings County Treasurer's Statement of Interest Earnings

For the Period January 1, 2016 - March 31, 2016	
<u>POOLED INVESTMENT ACCOUNT:</u>	
Gross Interest Earnings (on Accrual Basis)	\$619,335
Less: Administrative Expenses	(98,096)
Banking Expenses	(6,812)
Adm. Expenses Process Adj	(943)
Net Interest Earnings Apportioned	\$513,485
Portfolio Return of Investment:	
Average Pooled Funds Invested	\$277,784,356
Gross Yield on Investments	0.8967%
Net Yield on Investments	0.7435%
Treasury Return on Investment:	
Average Pooled Funds In Treasury	\$296,711,742
Gross Yield Pooled Treas Funds	0.8395%
Net Yield on Pooled Treasury Funds	0.6960%
<u>DIRECT INVESTMENT ACCOUNT:</u>	
Average Direct Funds Invested	\$0
TOTAL AVERAGE FUNDS INVESTED:	\$277,784,356

YIELD TRENDS Gross Yield History*		
Quarter	Pool	LAIF
Mar-16	0.8967%	0.4643%
Dec-15	1.0016%	0.3672%
Sep-15	0.8794%	0.3195%
Jun-15	0.8477%	0.2836%
Mar-15	0.7391%	0.2601%
Dec-14	0.9132%	0.2542%
Sep-14	0.7690%	0.2418%
Jun-14	0.8205%	0.2212%
Mar-14	0.6774%	0.2304%
Dec-13	0.7829%	0.2557%
Sep-13	0.5764%	0.2567%
Jun-13	0.8620%	0.2436%
Mar-13	0.8347%	0.2824%
Dec-12	0.8720%	0.3219%
Sep-12	1.1782%	0.3552%
Jun-12	1.1933%	0.3573%
Mar-12	1.2812%	0.3781%
Dec-11	1.4500%	0.3808%

*The yield history represents gross portfolio yields; costs have not been deducted.

Kings County Treasurer's Liquidity Projections for the Period April 1, 2016 - March 31, 2017 (In Thousands)

(in thousands)

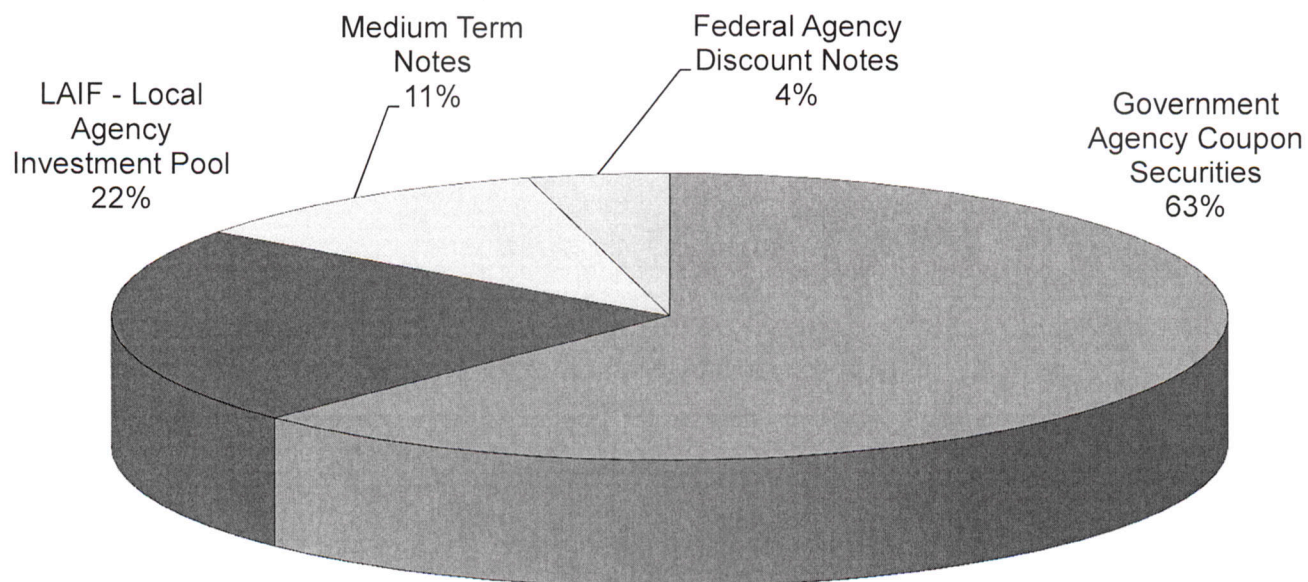
A		B		C	D	E	F	G
ACTUAL MONTH/ YEAR	TREASURER'S RECEIPTS	TREASURER'S DISBURSEMENTS	TREASURER'S SURPLUS or	INVESTMENTS				ESTIMATE SURPLUS
	ACTUAL	ACTUAL	(DEFICIT) (A-B)	MONTH YEAR	PORTFOLIO MATURITIES	LAIF	TOTAL (D+E)	
Jul-15	37,579	62,536	(24,957)	Jul-16	5,000	56,783	61,783	36,826
Aug-15	29,532	52,231	(22,699)	Aug-16	5,546	36,826	42,372	19,673
Sep-15	62,135	51,625	10,510	Sep-16	4,000	19,673	23,673	34,183
Oct-15	49,999	50,404	(405)	Oct-16	4,000	34,183	38,183	37,778
Nov-15	52,345	48,780	3,565	Nov-16	0	37,778	37,778	41,343
Dec-15	125,742	72,203	53,539	Dec-16	0	41,343	41,343	94,882
Jan-16	49,754	71,855	(22,101)	Jan-17	5,000	65,000	70,000	47,899
Feb-16	53,058	50,841	2,217	Feb-17	0	47,899	47,899	50,116
Mar-16	65,358	53,617	11,741	Mar-17	0	50,116	50,116	61,857
Apr-15	82,105	62,155	19,950	Apr-16	0	65,000	65,000	84,950
Apr-15	47,053	55,257	(8,204)	May-16	2,000	65,000	67,000	58,796
Jun-15	57,871	59,884	(2,013)	Jun-16	0	58,796	58,796	56,783
TOTALS	712,531	691,388	21,143	25,546				

NOTE: Maximum LAIF balance was increased on January 1, 2016 from \$50,000,000 to \$65,000,000.

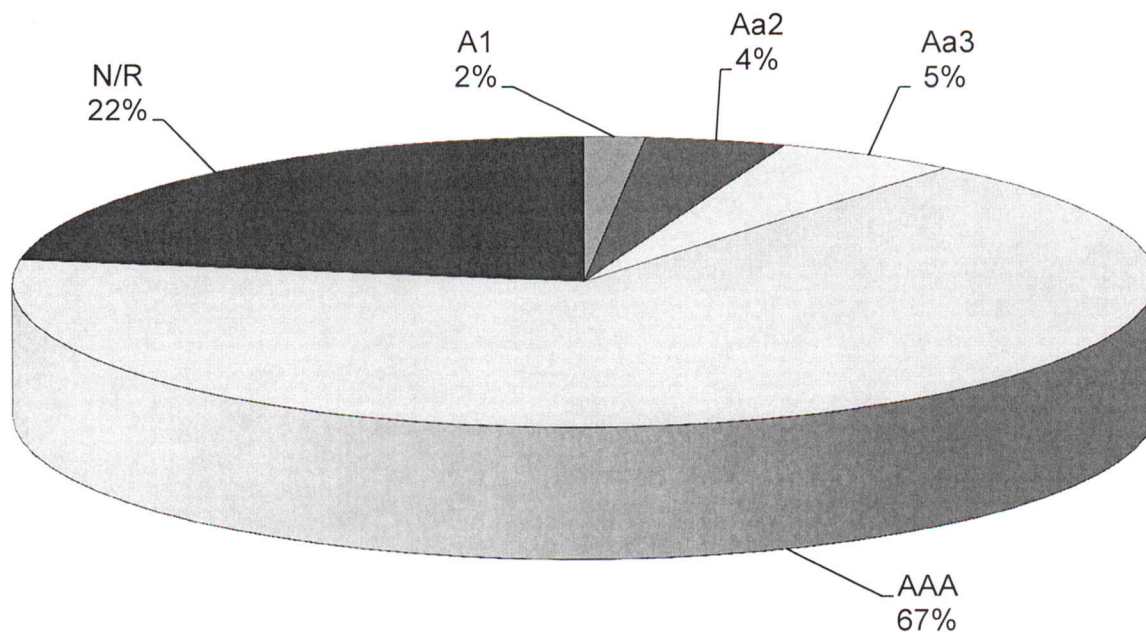
Sufficient liquidity exists to meet the mandated six months cash flow expenditure requirements. The historical receipts have been adjusted for expected non-re-occurring participant activity.

KINGS COUNTY POOLED INVESTMENTS PORTFOLIO STATISTICS

Book Value by Investment Type as of March 31, 2016



Market Value Quality Allocation as of March 31, 2016





**Kings County Investment Pool
Portfolio Management
Portfolio Summary
March 31, 2016**

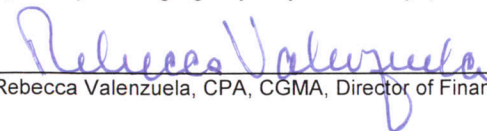
115/119
Kings County
1400 W. Lacey Blvd.
Kings County Govt. Center
Hanford, CA
(559)582-3211

Investments	Par Value	Market Value	Book Value	% of Portfolio	Days to Maturity	YTM 365 Equiv.	YTM 360 Equiv.
Government Agency Coupon Securities	181,000,000.00	181,539,900.00	181,035,958.31	62.50	840	1.189	1.173
LAIF - Local Agency Investment Pool	65,000,000.00	65,000,000.00	65,000,000.00	22.44	1	0.470	0.464
Medium Term Notes	31,564,000.00	31,763,125.94	31,686,865.17	10.94	471	1.170	1.154
Federal Agency Disc. -Amortizing	12,000,000.00	11,976,360.00	11,955,464.44	4.13	166	0.561	0.553
	289,564,000.00	290,279,385.94	289,678,287.92	100.00%	584	1.000	0.986
Investments							
Cash and Accrued Interest							
Passbook/Checking (not included in yield calculations)	23,081,380.42	23,081,380.42	23,081,380.42		1	0.250	0.247
Accrued Interest at Purchase *		0.00	0.00				
Ending Accrued Interest		661,450.94	661,450.94				
Subtotal		23,742,831.36	23,742,831.36				
	312,645,380.42	314,022,217.30	313,421,119.28		584	1.000	0.986
Total Cash and Investments Value							

Total Earnings	March 31 Month Ending	Fiscal Year To Date	
Current Year	239,342.78	1,775,281.54	* 4,377.78 Accrued at Purchase is Included in Book Value.

Average Daily Balance	283,210,005.08	255,916,130.83
Effective Rate of Return	1.00%	0.92%

The Pooled Portfolio was in compliance during the quarter ending March 31, 2016, with California Government Code Sections 53601 et.seq. and 53635, and the Director of Finance's Statement of Investment Policy dated January 1, 2016. Market prices are provided by Union Bank of California and are as of the last business day of the month. Ratings listed in the Portfolio Reports are issued by Moody's Rating Agency. If you have any questions about the Pooled Investment Fund, please call Tammy Phelps, Assistant Director of Finance - Treasury, at (559) 852-2462.


Rebecca Valenzuela, CPA, CGMA, Director of Finance

4/27/2016

Reporting period 03/01/2016-03/31/2016

Run Date: 04/21/2016 - 15:17

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	YTM 360	Days to Maturity	Maturity Date
Government Agency Coupon Securities												
3137EADQ9	120063	Federal Home Loan Mort. Co.		06/13/2013	2,000,000.00	2,000,340.00	1,998,553.14	0.500	AAA	0.637	42	05/13/2016
3130A72E4	150038	Federal Home Loan Banks		01/13/2016	2,000,000.00	2,001,020.00	2,000,055.56	0.500	AAA	0.493	90	06/30/2016
3130A1NN4	130048	Federal Home Loan Banks		04/23/2014	2,000,000.00	2,004,560.00	1,996,315.75	0.875	AAA	0.986	418	05/24/2017
3135G0MZ3	130049	Federal Nat'l Mortgage Assoc.		04/23/2014	2,000,000.00	2,004,500.00	1,993,385.56	0.875	AAA	1.085	514	08/28/2017
3135G0PP2	120011	Federal Nat'l Mortgage Assoc.		10/26/2012	2,000,000.00	2,006,220.00	2,000,000.00	1.000	AAA	0.986	537	09/20/2017
3135G0PD9	120012	Federal Nat'l Mortgage Assoc.		10/26/2012	2,000,000.00	2,001,080.00	2,000,000.00	1.070	AAA	1.055	544	09/27/2017
3137EADL0	150046	Federal Home Loan Mort. Co.		01/15/2016	2,000,000.00	2,007,280.00	2,002,814.33	1.000	AAA	0.893	546	09/29/2017
3133EFHY6	150041	Federal Farm Credit Bank		01/13/2016	2,000,000.00	1,995,600.00	1,992,530.00	0.650	AAA	0.946	560	10/13/2017
313380TD9	120666	Federal Home Loan Banks		10/16/2012	2,000,000.00	2,000,040.00	2,000,000.00	1.000	AAA	0.986	563	10/16/2017
3136G04A6	120010	Federal Nat'l Mortgage Assoc.		11/21/2012	2,000,000.00	2,002,320.00	2,000,000.00	1.000	AAA	0.986	599	11/21/2017
3136G07M7	120018	Federal Nat'l Mortgage Assoc.		11/27/2012	2,000,000.00	2,000,000.00	1,999,600.00	0.900	AAA	0.898	605	11/27/2017
3136G04U2	120014	Federal Nat'l Mortgage Assoc.		11/29/2012	2,000,000.00	2,002,760.00	2,000,000.00	1.000	AAA	0.986	607	11/29/2017
3136G05F4	120016	Federal Nat'l Mortgage Assoc.		11/29/2012	2,000,000.00	2,000,420.00	2,000,000.00	1.030	AAA	1.016	607	11/29/2017
3130A3HF4	140009	Federal Home Loan Banks		12/10/2014	2,000,000.00	2,011,400.00	1,999,839.70	1.125	AAA	1.113	616	12/08/2017
3133EEFE5	140010	Federal Farm Credit Bank		12/18/2014	2,000,000.00	2,011,800.00	1,999,253.33	1.125	AAA	1.128	626	12/18/2017
3130A5D30	140036	Federal Home Loan Banks		05/27/2015	2,000,000.00	2,001,700.00	2,000,000.00	1.000	AAA	0.986	635	12/27/2017
3130A3RY2	140011	Federal Home Loan Banks		12/30/2014	2,000,000.00	2,000,860.00	2,000,000.00	1.150	AAA	1.134	637	12/29/2017
3133EFVC8	150037	Federal Farm Credit Bank		01/19/2016	2,000,000.00	2,006,160.00	2,000,000.00	1.000	AAA	0.986	658	01/19/2018
3133EEKV1	140015	Federal Farm Credit Bank		01/22/2015	2,000,000.00	2,000,020.00	2,000,000.00	1.020	AAA	1.006	661	01/22/2018
3134G6SW4	140024	Federal Home Loan Mort. Co.		04/29/2015	2,000,000.00	2,022,680.00	1,999,636.36	1.000	AAA	0.996	668	01/29/2018
3135G0TV5	120034	Federal Nat'l Mortgage Assoc.		01/30/2013	2,000,000.00	2,000,160.00	2,000,000.00	1.030	AAA	1.016	669	01/30/2018
3134G34Y3	120042	Federal Home Loan Mort. Co.		02/14/2013	2,000,000.00	2,002,100.00	1,999,600.00	1.000	AAA	0.996	684	02/14/2018
3137EADP1	150036	Federal Home Loan Mort. Co.		01/12/2016	2,000,000.00	2,002,980.00	1,993,552.52	0.875	AAA	1.024	705	03/07/2018
3133EFSG3	150024	Federal Farm Credit Bank		12/14/2015	2,000,000.00	2,009,340.00	2,000,000.00	1.100	AAA	1.085	712	03/14/2018
3134G65U3	140042	Federal Home Loan Mort. Co.		06/23/2015	2,000,000.00	2,011,620.00	2,000,000.00	1.100	AAA	1.085	721	03/23/2018
3133EEZF0	140028	Federal Farm Credit Bank		04/22/2015	2,000,000.00	2,000,040.00	2,000,000.00	1.100	AAA	1.085	749	04/20/2018
3130A4YH9	140025	Federal Home Loan Banks		04/20/2015	2,000,000.00	2,000,680.00	2,000,000.00	1.100	AAA	1.085	749	04/20/2018
3130A6Z42	150032	Federal Home Loan Banks		01/27/2016	2,000,000.00	2,005,140.00	2,000,000.00	1.250	AAA	1.233	756	04/27/2018
3134G42G2	120054	Federal Home Loan Mort. Co.		04/30/2013	5,000,000.00	4,992,200.00	5,000,000.00	1.050	AAA	1.036	759	04/30/2018
3133EEJ50	140035	Federal Farm Credit Bank		05/11/2015	2,000,000.00	2,008,700.00	2,000,000.00	1.030	AAA	1.016	770	05/11/2018
3134G43V8	120059	Federal Home Loan Mort. Co.		05/15/2013	2,000,000.00	2,000,020.00	2,000,000.00	1.050	AAA	1.036	774	05/15/2018
3130A54W6	140030	Federal Home Loan Banks		05/18/2015	2,000,000.00	2,000,320.00	2,000,000.00	1.050	AAA	1.036	777	05/18/2018
3135G0XA6	120060	Federal Nat'l Mortgage Assoc.		05/21/2013	2,000,000.00	2,000,000.00	2,000,000.00	1.030	AAA	1.016	780	05/21/2018
3133EFQD2	150013	Federal Farm Credit Bank		11/23/2015	2,000,000.00	2,007,240.00	2,000,000.00	1.080	AAA	1.065	782	05/23/2018
3135G0XK4	120061	Federal Nat'l Mortgage Assoc.		05/30/2013	2,000,000.00	2,000,160.00	2,000,000.00	1.050	AAA	1.036	784	05/25/2018
3133EEP95	140043	Federal Farm Credit Bank		06/03/2015	2,000,000.00	2,006,360.00	2,000,000.00	1.100	AAA	1.085	791	06/01/2018

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Government Agency Coupon Securities												
3130A4Y71	140023	Federal Home Loan Banks		04/15/2015	2,000,000.00	2,000,800.00	2,000,000.00	1.000	AAA	0.986	805	06/15/2018
3134G67C1	140044	Federal Home Loan Mort. Co.		06/22/2015	2,000,000.00	2,001,960.00	2,000,000.00	1.200	AAA	1.184	812	06/22/2018
3133EE2F6	140047	Federal Farm Credit Bank		06/25/2015	2,000,000.00	2,016,300.00	1,999,616.67	1.220	AAA	1.211	815	06/25/2018
3130A6XD4	150026	Federal Home Loan Banks		12/30/2015	2,000,000.00	2,001,180.00	1,997,572.22	1.300	AAA	1.333	819	06/29/2018
3134G8GM5	150027	Federal Home Loan Mort. Co.		01/06/2016	2,000,000.00	2,001,920.00	2,000,000.00	1.375	AAA	1.356	826	07/06/2018
3133EE3P3	150001	Federal Farm Credit Bank		07/13/2015	5,000,000.00	5,001,800.00	5,000,000.00	1.200	AAA	1.184	833	07/13/2018
3134G6TW3	140027	Federal Home Loan Mort. Co.		04/27/2015	2,000,000.00	2,000,340.00	2,000,000.00	1.150	AAA	1.231	847	07/27/2018
3130A63A3	150003	Federal Home Loan Banks		08/03/2015	2,000,000.00	2,010,080.00	2,000,000.00	1.150	AAA	1.134	854	08/03/2018
3133EE6G0	150005	Federal Farm Credit Bank		08/06/2015	2,000,000.00	2,012,180.00	2,000,000.00	1.150	AAA	1.134	857	08/06/2018
3130A6XE2	150033	Federal Home Loan Banks		01/12/2016	2,000,000.00	2,018,140.00	2,005,896.55	1.250	AAA	1.115	861	08/10/2018
3130A5E54	140037	Federal Home Loan Banks		05/13/2015	2,000,000.00	2,013,160.00	2,000,000.00	1.100	AAA	1.085	864	08/13/2018
3136G2H59	140029	Federal Nat'l Mortgage Assoc.		05/20/2015	2,000,000.00	2,000,700.00	2,000,000.00	1.150	AAA	1.134	871	08/20/2018
3130A63Q8	150004	Federal Home Loan Banks		08/24/2015	2,000,000.00	2,005,140.00	2,000,000.00	1.300	AAA	1.282	875	08/24/2018
3136G2KH9	140038	Federal Nat'l Mortgage Assoc.		05/27/2015	2,000,000.00	2,002,680.00	2,000,000.00	1.250	AAA	1.233	878	08/27/2018
3134G63N1	140041	Federal Home Loan Mort. Co.		06/12/2015	2,000,000.00	2,005,840.00	2,000,000.00	1.300	AAA	1.282	894	09/12/2018
313375K48	150031	Federal Home Loan Banks		01/07/2016	2,000,000.00	2,053,740.00	2,037,731.13	2.000	AAA	1.213	896	09/14/2018
3134G65E9	140045	Federal Home Loan Mort. Co.		06/24/2015	2,000,000.00	2,023,320.00	1,998,461.54	1.325	AAA	1.338	906	09/24/2018
3130A6UR6	150021	Federal Home Loan Banks		12/28/2015	2,000,000.00	2,004,700.00	2,000,000.00	1.260	AAA	1.243	910	09/28/2018
3130A6UU9	150023	Federal Home Loan Banks		12/28/2015	2,000,000.00	2,002,060.00	2,000,000.00	1.350	AAA	1.332	910	09/28/2018
3135G0E58	150007	Federal Nat'l Mortgage Assoc.		11/05/2015	2,000,000.00	2,013,940.00	1,997,374.00	1.125	AAA	1.171	931	10/19/2018
3130A6ZD2	150030	Federal Home Loan Banks		01/26/2016	2,000,000.00	2,007,580.00	2,000,000.00	1.375	AAA	1.356	938	10/26/2018
3130A5UX5	150000	Federal Home Loan Banks		07/29/2015	5,000,000.00	5,013,200.00	5,002,115.38	1.300	AAA	1.267	941	10/29/2018
3133EE6F2	150006	Federal Farm Credit Bank		08/06/2015	2,000,000.00	2,016,440.00	2,000,000.00	1.250	AAA	1.233	949	11/06/2018
3133EFPJ0	150011	Federal Farm Credit Bank		11/19/2015	2,000,000.00	2,018,460.00	2,001,160.00	1.290	AAA	1.253	962	11/19/2018
3136G2HB6	140032	Federal Nat'l Mortgage Assoc.		05/20/2015	2,000,000.00	2,000,780.00	2,000,000.00	1.250	AAA	1.233	963	11/20/2018
3135G0G98	150009	Federal Nat'l Mortgage Assoc.		11/27/2015	2,000,000.00	2,000,420.00	1,999,000.00	1.300	AAA	1.299	970	11/27/2018
3133EFRH2	150015	Federal Farm Credit Bank		11/30/2015	2,000,000.00	2,003,820.00	2,000,000.00	1.340	AAA	1.322	973	11/30/2018
3136G2UA3	150014	Federal Nat'l Mortgage Assoc.		11/30/2015	2,000,000.00	2,003,880.00	2,000,000.00	1.350	AAA	1.332	973	11/30/2018
3133EFRQ2	150017	Federal Farm Credit Bank		12/03/2015	2,000,000.00	2,023,380.00	2,003,520.00	1.300	AAA	1.223	976	12/03/2018
3135G0G72	150008	Federal Nat'l Mortgage Assoc.		11/05/2015	2,000,000.00	2,012,540.00	1,992,375.34	1.125	AAA	1.238	987	12/14/2018
3133EFSW8	150025	Federal Farm Credit Bank		12/21/2015	2,000,000.00	2,005,520.00	2,000,000.00	1.375	AAA	1.356	994	12/21/2018
3130A6Y84	150028	Federal Home Loan Banks		01/25/2016	2,000,000.00	2,009,000.00	2,000,000.00	1.500	AAA	1.479	1,029	01/25/2019
3130A6Y27	150029	Federal Home Loan Banks		01/28/2016	2,000,000.00	2,004,000.00	2,000,000.00	1.500	AAA	1.479	1,032	01/28/2019
3133EFVD6	150047	Federal Farm Credit Bank		02/01/2016	2,000,000.00	2,005,660.00	2,000,000.00	1.320	AAA	1.302	1,036	02/01/2019
3130A62G1	150002	Federal Home Loan Banks		08/19/2015	2,000,000.00	2,004,060.00	2,000,000.00	1.500	AAA	1.479	1,054	02/19/2019
3135G0ZA4	150034	Federal Nat'l Mortgage Assoc.		01/12/2016	2,000,000.00	2,054,160.00	2,034,865.53	1.875	AAA	1.263	1,054	02/19/2019

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Government Agency Coupon Securities												
3135G0H71	150049	Federal Nat'l Mortgage Assoc.		02/22/2016	2,000,000.00	2,000,980.00	2,000,000.00	1.375	AAA	1.356	1,057	02/22/2019
3136G3AP0	150052	Federal Nat'l Mortgage Assoc.		03/15/2016	2,000,000.00	2,001,040.00	2,000,000.00	1.250	AAA	1.233	1,078	03/15/2019
3136G3BR5	150054	Federal Nat'l Mortgage Assoc.		03/22/2016	2,000,000.00	2,001,960.00	2,000,000.00	1.300	AAA	1.282	1,085	03/22/2019
3130A6UQ8	150022	Federal Home Loan Banks		12/29/2015	2,000,000.00	2,001,840.00	2,000,000.00	1.500	AAA	1.480	1,092	03/29/2019
3136G2Y76	150051	Federal Nat'l Mortgage Assoc.		02/24/2016	2,000,000.00	2,000,980.00	2,000,000.00	1.300	AAA	1.282	1,148	05/24/2019
3136G2UN5	150012	Federal Nat'l Mortgage Assoc.		11/30/2015	2,000,000.00	2,006,960.00	2,000,000.00	1.500	AAA	1.479	1,154	05/30/2019
3136G3AQ8	150053	Federal Nat'l Mortgage Assoc.		03/07/2016	2,000,000.00	2,000,780.00	2,000,000.00	1.320	AAA	1.302	1,162	06/07/2019
3134G8AC3	150018	Federal Home Loan Mort. Co.		12/18/2015	2,000,000.00	2,002,560.00	2,000,000.00	1.600	AAA	1.578	1,173	06/18/2019
3137EADK2	150035	Federal Home Loan Mort. Co.		01/12/2016	2,000,000.00	2,016,240.00	1,991,133.70	1.250	AAA	1.361	1,217	08/01/2019
3136G2XJ1	150050	Federal Nat'l Mortgage Assoc.		02/23/2016	2,000,000.00	2,001,420.00	2,000,000.00	1.270	AAA	1.253	1,239	08/23/2019
3134G8J42	150048	Federal Home Loan Mort. Co.		02/26/2016	2,000,000.00	2,002,080.00	2,000,000.00	1.500	AAA	1.479	1,242	08/26/2019
3136G3BB0	150055	Federal Nat'l Mortgage Assoc.		03/16/2016	2,000,000.00	2,000,940.00	2,000,000.00	1.375	AAA	1.356	1,263	09/16/2019
3134G8Q77	150056	Federal Home Loan Mort. Co.		03/30/2016	2,000,000.00	2,001,140.00	2,000,000.00	1.500	AAA	1.479	1,277	09/30/2019
3134G8UC1	150058	Federal Home Loan Mort. Co.		03/30/2016	2,000,000.00	2,000,280.00	2,000,000.00	1.450	AAA	1.430	1,277	09/30/2019
Subtotal and Average			174,339,243.85		181,000,000.00	181,539,900.00	181,035,958.31			1.173	840	
LAIF - Local Agency Investment Pool												
SYS990001	990001	Local Agency Investment Fund			65,000,000.00	65,000,000.00	65,000,000.00	0.470	N/R	0.464	1	
Subtotal and Average			64,483,870.97		65,000,000.00	65,000,000.00	65,000,000.00			0.464	1	
Medium Term Notes												
459200GX3	120015	Int'l Business Machines		11/09/2012	5,000,000.00	5,021,650.00	5,028,012.75	1.950	Aa3	0.799	112	07/22/2016
084670BB3	120050	Berkshire Hathaway		03/08/2013	1,546,000.00	1,554,874.04	1,557,232.43	2.200	Aa2	0.716	136	08/15/2016
084670BD9	120019	Berkshire Hathaway		11/26/2012	5,000,000.00	5,044,600.00	5,043,444.15	1.900	Aa2	0.996	305	01/31/2017
064058AA8	120038	Bank of New York		01/23/2013	5,018,000.00	5,065,921.90	5,073,082.27	1.969	A1	1.198	445	06/20/2017
89233P6S0	120005	Toyota Motor Credit Corp.		10/05/2012	3,000,000.00	3,005,190.00	3,004,644.00	1.250	Aa3	1.154	552	10/05/2017
89233P7E0	150010	Toyota Motor Credit Corp.		11/13/2015	2,000,000.00	2,010,640.00	1,999,907.34	1.375	Aa3	1.358	649	01/10/2018
89236TCA1	150016	Toyota Motor Credit Corp.		12/01/2015	3,000,000.00	3,015,270.00	3,004,115.64	1.450	Aa3	1.361	651	01/12/2018
931142DF7	120056	Wal-Mart Stores		04/24/2013	2,000,000.00	2,015,040.00	2,001,792.95	1.125	Aa2	1.073	740	04/11/2018
084664BW0	130033	Berkshire Hathaway		03/25/2014	3,000,000.00	3,012,120.00	2,968,288.59	1.300	Aa2	1.716	774	05/15/2018
89236TCP8	150020	Toyota Motor Credit Corp.		12/04/2015	2,000,000.00	2,017,820.00	2,006,345.05	1.550	Aa3	1.401	833	07/13/2018
Subtotal and Average			31,686,865.17		31,564,000.00	31,763,125.94	31,686,865.17			1.154	471	
Federal Agency Disc. -Amortizing												
313588A88	150039	Federal Nat'l Mortgage Assoc.		01/13/2016	2,000,000.00	1,997,200.00	1,994,077.78	0.520	AAA	0.529	126	08/05/2016
313588E27	150040	Federal Nat'l Mortgage Assoc.		01/13/2016	2,000,000.00	1,996,620.00	1,993,198.33	0.530	AAA	0.539	152	08/31/2016

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Federal Agency Disc. -Amortizing												
313588E43	150042	Federal Nat'l Mortgage Assoc.		01/14/2016	2,000,000.00	1,996,400.00	1,993,040.00	0.540	AAA	0.549	154	09/02/2016
313588H81	150043	Federal Nat'l Mortgage Assoc.		01/14/2016	2,000,000.00	1,995,760.00	1,992,055.56	0.550	AAA	0.559	182	09/30/2016
313396J79	150044	Federal Home Loan Mort. Co.		01/14/2016	2,000,000.00	1,995,280.00	1,991,693.33	0.560	AAA	0.570	189	10/07/2016
313588K61	150045	Federal Nat'l Mortgage Assoc.		01/14/2016	2,000,000.00	1,995,100.00	1,991,399.44	0.565	AAA	0.575	196	10/14/2016
Subtotal and Average			11,955,464.44		12,000,000.00	11,976,360.00	11,955,464.44			0.553	166	
Rabobank MMA Deposit Acct - RRP												
SYS990010	990010	Rabobank		11/06/2009	0.00	0.00	0.00	0.200	Aa2	0.197	1	
Subtotal and Average			0.00		0.00	0.00	0.00			0.000	0	
CalTRUST Heritage Money Market Fund												
WFJXX3801	990011	CAL TRUST		11/15/2013	0.00	0.00	0.00	0.142	Aaa	0.140	1	
Subtotal and Average			0.00		0.00	0.00	0.00			0.000	0	
Total and Average			282,465,444.42		289,564,000.00	290,279,385.94	289,678,287.92			0.986	584	