

Hanford Elementary School District

REGULAR BOARD MEETING AGENDA

Wednesday, May 24, 2017

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

- **Personnel** *(Pursuant to Government Code 54956.9, trustees will adjourn to Closed Session to discuss the items listed below. The items to be discussed shall be announced in accordance with Government Code Section 54954.5 and/or under Education Code provisions)*

Conference with Labor Negotiators – (GC 54957.6)

Agency Representatives: J. Gabler & J. Martinez, Employee Organization: CSEA and HETA

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
- e) HESD Educational Foundation mini-grant presentation – Henry Ralston, Hamilton
- f) HESD Educational Foundation mini-grant presentation – Josie Bustos-Pelayo, Jefferson

2. CONSENT ITEMS

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

- a) Accept warrant listings dated May 5, 2017 and May 12, 2017.
- b) Approve minutes of Regular Board Meeting held on May 10, 2017.
- c) Approve interdistrict transfers as recommended.
- d) Approve donation of \$775.50 from Jefferson PTC.
- e) Approve donation of \$64.40 from Box Top Education.
- f) Approve donation of \$5,992.69 from Simas PTC.
- g) Approve donation of \$1,000.00 from Kohl's.

- *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.*

3. INFORMATION ITEMS

- a) Receive for information the review of the 2016-17 District/Board Goals (Gabler)
- b) Receive for information the results from the HESD Local Indicator Tool for LCAP State Priority 2 (Carlton)
- c) Receive for information the results from the 2016-17 HESD Parent Survey (Carlton)
- d) Receive for information a report from the Parent Advisory Committee Meeting held on March 14, 2017 (for meeting #3) (Carlton)
- e) Receive for information a report from the Parent Advisory Committee Meeting held on April 25, 2017 (for meeting #4) (Carlton)
- f) Receive for information a report from the District English Learner Advisory Committee (DELAC) for the meeting held on March 15, 2017 (for meeting #3) (Gomez)
- g) Receive for information a report from the District English Learner Advisory Committee (DELAC) for the meeting held on April 26, 2017 (for meeting #4) (Gomez)
- h) Receive for information the following revised Board Policy: (Rubalcava)
 - BP 6144 – Controversial Issues
- i) Receive for information the following revised Board Policy: (Rubalcava)
 - BP 6152 – Class Assignment
- j) Receive for information the following revised Board Policy: (Rubalcava)
 - BP 6161.11 – Supplementary Instructional Materials
- k) Receive for information the following revised Administrative Regulation: (Rubalcava)
 - AR 6162.51 – State Academic Achievement Tests
- l) Receive for information the following revised Board Policy and Administrative Regulation: (Rubalcava)
 - BP/AR 6162.6 – Use of Copyrighted Materials
- m) Receive for information the following revised Administrative Regulation: (Endo)
 - AR 3600 – Consultant

4. BOARD POLICIES AND ADMINISTRATION

- a) Consider adopting Resolution #30-17: Regarding Absent Board Member Compensation (Gabler)
- b) Consider approval of Memorandum of Understanding (MOU) between Teresa A. Jaquez, LMFT and Hanford Elementary School District (McConnell)
- c) Consider approval to continue contracting with Madera County Superintendent of Schools in coordination of School-base Medi-Cal Administrative Activities (SMAA) medi-cal billing (McConnell)
- d) Consider approval of consultant agreement with Krazan & Associates, Inc., for the Monroe Administration & Library Building project (Mulligan)
- e) Consider approval of consultant contract with Heinemann for custom professional development (Rubalcava)
- f) Consider approval of consultant contract with Phyllis Hostmeyer for custom professional development (Rubalcava)
- g) Consider approval of consultant contract with TCOE (Rubalcava)
- h) Consider approval of consultant contract with Heinemann for custom professional development (Rubalcava)
- i) Consider approval of consultant contract with Steve Dunn for custom professional development (Rubalcava)
- j) Consider approval of consultant contract with Corwin, PD Solutions (Rubalcava)
- k) Consider approval of Agency Agreement and Memorandum of Understanding for Migrant Summer School programs operated by the TCOE/Migrant Region VIII (Gomez)

- l) Hear Public input and approve the Classified School Employees Association's (CSEA's) initial proposal for a successor agreement between Hanford Elementary School District and CSEA, beginning with the 2017-18 school year (Martinez)
- m) Hear Public input on Hanford Elementary School District's (HESD's) initial proposal for a successor agreement with Classified School Employees Association (CSEA), beginning with the 2017-2018 school year (Martinez)
- n) Consider approval of the following revised Board Policy and Administrative Regulation: (Endo)
 - BP/AR 3311 – Bids
- o) Consider approval of the following new Board Policy and Administrative Regulation: (Endo)
 - BP/AR 3311.1 – Uniform Public Construction Cost Accounting Procedures
- p) Consider approval of the following new Administrative Regulation: (Endo)
 - AR 3311.4 – Procurement of Technological Equipment
- q) Consider approval of the following revised Exhibit: (Endo)
 - E 3553 – Free and Reduced Meals
- r) Consider approval of the following revised Board Policy: (Endo)
 - BP 3600 – Consultants

5. PERSONNEL (Martinez)

- a) Employment
 - Certificated, effective 8/8/17
 - Alicia McGovern, Teacher, Probationary
 - Temporary Employees/Substitutes/Yard Supervisors
 - Sandy Barton, Substitute Account Clerk I and II, Food Service Worker I and II Food Service Utility Worker, effective 5/15/17
- b) Short-term Employment
 - CLASSIFIED STAFF – Extended Learning Opportunities
 - Migrant Program at Jefferson School
 - Maria Prado, Bilingual Health Care Assistant – 5.0 hrs., Jefferson, effective 6/26/17 to 6/29/17
 - Summer Enrichment Program at John F. Kennedy Junior High School
 - Yadira Castrejon Granados, Bilingual Clerk Typist II – 5.5 hrs., Kennedy, effective 6/12/17 to 7/12/17
 - Robert Leon, Bilingual Student Specialist – 5.5 hrs., Kennedy, effective 6/28/17 to 7/12/17
 - Diane Molina, Bilingual Student Specialist – 5.5 hrs., Kennedy, effective 6/12/17 to 6/27/17
 - Special Education Extended School Year at Lee Richmond School
 - Melody Cantrell, Special Education Aide – 5.75 hrs., Richmond, effective 6/12/17 to 6/29/17
- c) Resignations
 - Angelica Acevedo, Food Service Worker II – 2.5 hrs., Wilson, effective 5/12/17
 - Alexsandra Chavez, Substitute Alternative Education Program Aide, READY Program Tutor, Special Education Aide and Yard Supervisor, effective 2/28/17
 - Juana De La Cruz-Moran, Food Service Worker II – 2.5 hrs., Kennedy, effective 5/12/17
 - Maria Herrera Gamboa, Substitute Yard Supervisor, effective 2/28/17
 - Briana Mattos, Health Care Assistant – 6.0 hrs., Hamilton, effective 5/10/17
 - Dallas Sanders, READY Program Tutor – 4.5 hrs., King, effective 6/7/17

- d) Promotion/Transfer
 - Tiffany Maline, from Substitute Telephone Clerk – 5.0 hrs., Human Resources to Administrative Secretary II – 8.0 hrs., Program Development Assessment and Accountability, effective 6/19/17
 - Jason Strickland, from Principal, Kennedy to Director of School Climate, Child Welfare, and Attendance, District Office, effective 7/1/17
- e) Temporary Out of Class Assignment/Transfer
 - Christopher Martin, from Groundskeeper II – 8.0 hrs., Grounds/DSF to Warehouse/Reprographic and Mail Technician – 8.0 hrs., Warehouse/DSF, effective 04/25/17 to 06/20/17
 - Ron Riso, from Warehouse/Reprographic and Mail Technician – 8.0 hrs., Warehouse/DSF to Heating, Ventilation & Air Conditioning Specialist – 8.0 hrs., Maintenance/DSF, effective 04/25/17 to 06/20/17
- f) Voluntary Transfer
 - Tonya Sims, Food Service Worker I – 3.5 hrs., from King to Roosevelt, effective 5/12/17
- g) Administrative Transfer/More Hours
 - Norma Navarrete, Food Service Worker I – from 3.25 hrs., Roosevelt to 3.5 hrs., King, effective 5/12/17
- h) Leave of Absence
 - Joyce Martinez, Yard Supervisor – 2.5 hrs., Washington, effective 4/26/17 to 5/24/17, medical
- i) Job Description
 - Director of School Climate, Child Welfare, and Attendance (revised and retitled)
- j) Volunteers

<u>Name</u>	<u>School</u>
Thomas Davis	Jefferson
John Calhoun	King
Jeannette Stevens	King
Miguel Vega	Simas

6. FINANCIAL (Endo)

- a) Consider approval of the contract for General Obligation Bond performance/Financial Audit Services
- b) Consider approval of lease agreements with Mobile Modular
- c) Consider adoption of Resolution #29-17: State Building Funds Application
- d) Consider adoption of Resolution #34-17: California Environmental Quality Act (CEQA) Exemption - Monroe Library/Administration Building

ADJOURN MEETING

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 05/15/2017

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 05/24/2017

ITEM:

Consider approval of warrants.

PURPOSE:

The administration is requesting the approval of the warrants as listed on the registers dated: 05/05/17 and 05/12/17.

FISCAL IMPACT:

See attached.

RECOMMENDATIONS:

Approve the warrants.

Warrant Register For Warrants

Dated 05/05/2017

Warrant Number	Vendor Number	Vendor Name	Amount
12547860	4566	ALLIED STORAGE CONTAINERS Leases	\$91.16
12547861	3692	LUCY ALVARADO Allowance	\$83.03
12547862	6934	BLANCA ALVARADO-CABRERA Allowance	\$67.22
12547863	59	AMERIPRIDE UNIFORM SERVICES Mop/Mat/Laundry Services	\$431.22
12547864	6253	AT&T Telephone	\$1,713.52
12547865	1363	BEST BUY Food	\$19.92
12547866	4899	BVI CONSTRUCTION Buildings & Improvements	\$19,210.87
12547867	3822	LINDSEY CALVILLO Travel & Conf/Mileage	\$480.12
12547868	6468	NICOLE CARTLEDGE Inst'l Matl's	\$36.47
12547869	3012	CBS DOOR Maintenance Materials	\$118.27
12547870	1667	CDW GOVERNMENT INC. Equipment	\$8,539.36
12547871	299	CENTRAL VALLEY COMP. CARE INC. Other Services	\$79.00
12547872	324	CHILDS & COMPANY INC. Maintenance Materials	\$342.50
12547873	3344	EMILY CLARKE Inst'l Matl's	\$13.93
12547874	2076	CLASSROOM DIRECT Inst'l Matl's	\$412.00
12547875	3068	DEBRA COLVARD Mileage	\$95.23
12547876	3611	CONSCIOUS TEACHING LLC Books	\$1,695.30
12547877	4178	COOK'S COMMUNICATION Matl's & Supplies	\$183.54
12547878	373	CPM EDUCATIONAL PROGRAM Inst'l Matl's	\$440.59
12547879	6948	CSAA INSURANCE EXCHANGE Repairs	\$1,469.15
12547880	6877	CSUS COLLEGE OF CONTINUING EDU Travel & Conf	\$25.00
12547881	6486	CARA CUMMINGS Mileage	\$27.77
12547882	3618	CURRICULUM ASSOCIATES INC. Inst'l Matl's	\$1,811.61
12547883	405	DASSEL'S PETROLEUM INC. Fuel	\$437.18
12547884	4417	CARIN DE LA TORRE Study Trip	\$10.00
12547885	5427	MARY DETLEFSEN Allowance	\$100.00
12547886	4815	DIGITECH INTEGRATIONS INC Repairs/Matl's	\$1,927.00
12547887	4815	DIGITECH INTEGRATIONS INC Other Services	\$144.00
12547888	5786	DOCUMENT TRACKING SERVICES Other Services	\$197.36
12547889	5150	ARIELA DZERIGIAN Allowance	\$40.50
12547890	5710	E & M'S REPTILE FAMILY LLC Inst'l Consultant	\$275.00
12547891	5489	ECS IMAGING INC. Equipment/Software License	\$47,605.01
12547892	4220	EPS SCHOOL SPECIALTY Inst'l Matl's	\$218.37
12547893	2459	FACSCO Inst'l Matl's	\$435.46
12547894	6453	FLOWERS BAKING COMPANY Food	\$1,319.80
12547895	6862	CRYSTAL FOSTER Allowance	\$100.00
12547896	6173	FP MAILING SOLUTIONS Leases	\$637.77
12547897	1177	FRED PRYOR SEMINARS Travel & Conf	\$149.00
12547898	2141	FRESNO COUNTY OFFICE OF ED Travel & Conf	\$2,500.00
12547899	1769	FRESNO PRODUCE Food	\$17,556.44
12547900	2749	GARDA CL WEST INC. Other Services	\$493.26
12547901	5590	PRISCILLA GARIVAY Travel & Conf	\$142.00
12547902	1393	GAS COMPANY Gas	\$986.09
12547903	5323	NATIVIDAD GEORGE Mileage	\$69.34
12547904	3305	GILBERT ELECTRIC COMPANY Repairs	\$5,850.00
12547905	591	GOLD STAR FOODS Food	\$9,218.74
12547906	2544	EVA GONZALEZ Allowance	\$100.00
12547907	5541	JOANN GRAHAM Mileage	\$95.23

Warrant Register For Warrants

Dated 05/05/2017

Warrant Number	Vendor Number	Vendor Name	Amount
12547908	620	GRISWOLD LASALLE COBB DOWD Legal	\$2,265.25
12547909	622	CHERYL GUILBEAU Mileage	\$50.29
12547910	2493	HANFORD CHRYSLER Maintenance Materials	\$852.58
12547911	5451	HANFORD ELEMENTARY SCHOOL DIST Insurance	\$2,809.20
12547912	631	CITY OF HANFORD Field Trip	\$855.00
12547913	632	CITY OF HANFORD Water/Sewer	\$8,290.99
12547914	5595	HARRY K. WONG PUBLICATIONS INC Books	\$733.11
12547915	2855	MARISSA HENDERSON Allowance	\$100.00
12547916	3015	INSECT LORE Inst'l Matl's	\$112.76
12547917	6008	IRESCUE REPAIR CENTER Repairs	\$190.26
12547918	6665	ISOM ADVISORS/URBAN FUTURES IN Other Services	\$3,325.00
12547919	5703	TERESA JAQUEZ Inst'l Consultant	\$1,108.80
12547920	759	DARYL L. JOHNSON Inst'l Matl's	\$47.65
12547921	5648	STACIE JOHNSON Allowance	\$98.51
12547922	765	JOHNSTONE SUPPLY Maintenance Supplies	\$351.69
12547923	5290	KEENAN & ASSOCIATES Insurance/Land Improvements	\$2,654.43
12547924	5990	KELLER FORD Equipment Replacement	\$29,479.98
12547925	796	KINGS COUNTY OFFICE OF ED Other Services	\$10,037.04
12547926	827	LA TAPATIA TORTILLERIA INC. Food	\$1,242.60
12547927	2018	LEARNING RESOURCES INC. Inst'l Matl's	\$112.55
12547928	849	LEGAL BOOKS DISTRIBUTING Inst'l Matl's	\$85.75
12547929	3048	CINDY LEWIS Mileage	\$25.04
12547930	5312	CITY OF LINDSAY Field Trip	\$999.50
12547931	912	MANGINI ASSOCIATES INC. Buildings & Improvements	\$16,423.09
12547932	6617	LESLIE MARAIN Travel & Conf/Mileage	\$480.12
12547933	1684	MATH LEARNING CENTER Inst'l Matl's	\$3,674.28
12547934	937	MATSON ALARM CO. INC. Other Services	\$399.00
12547935	4704	KELLEY MAYFIELD Travel & Conf	\$142.00
12547936	2491	MID-COUNTY FIRE EXTINGUISHER Repairs	\$66.00
12547937	6929	MVP TRUCK & AUTO ACCESSORIES Maintenance Matl's	\$101.88
12547938	1058	OFFICE DEPOT Office Supplies	\$84.19
12547939	1071	ORIENTAL TRADING CO. INC. Inst'l Matl's	\$4,565.08
12547940	5111	P & R PAPER SUPPLY COMPANY INC Food Services Supplies	\$3,052.72
12547941	2643	VERONICA PELAYO-MORALES Allowance	\$73.30
12547942	1116	TRINIDAD PEREZ Inst'l Matl's	\$28.70
12547943	6674	PHYSIUS PHYSICAL THERAPY & WEL Other Services	\$50.00
12547944	6946	MARIA PORRAS Allowance	\$100.00
12547945	1168	PRODUCERS DAIRY PRODUCTS Food	\$18,151.02
12547946	1184	PURE FORCE Food Services Supplies	\$522.95
12547947	4827	RAYMOND GEDDES & CO. INC. Inst'l Matl's	\$396.29
12547948	6499	VERONICA REYNOSO Allowance	\$91.50
12547949	1232	RICHARD'S TREE SERVICE Repairs	\$2,500.00
12547950	2799	ROLLER TOWNE Field Trip	\$750.00
12547951	4511	DOUG ROSE Custodial Supplies	\$358.04
12547952	1303	SAVE MART SUPERMARKETS Food	\$49.99
12547953	1326	SCHOOL SERVICES OF CALIF. INC. Other Services	\$305.00
12547954	1327	SCHOOL SPECIALTY Inst'l Matl's	\$149.27
12547955	4366	SCOUT ISLAND EDUCATION CENTER Study Trip	\$800.00

Warrant Register For Warrants

Dated 05/05/2017

Warrant Number	Vendor Number	Vendor Name	Amount
12547956	3743	SHRED-IT USA – FRESNO Shred Services	\$217.30
12547957	6326	SHANNON SHUKLIAN Travel & Conf	\$142.00
12547958	1349	SIERRA SCHOOL EQUIPMENT CO. Maintenance Materials	\$1,083.75
12547959	1374	SMART & FINAL STORES (HFD/DO) Supplies	\$526.63
12547960	1801	SMART & FINAL STORES (HFD/KIT) Food	\$422.40
12547961	1392	SOUTHERN CALIFORNIA EDISON CO. Electricity	\$19,796.35
12547962	773	SPORTS OFFICIATING SERVICE Inst'l Consultant	\$3,400.00
12547963	1401	STANDARD STATIONERY SUPPLY Warehouse	\$296.00
12547964	1404	STANISLAUS FOUNDATION – ADMIN Other Services	\$2,587.00
12547965	1403	STANISLAUS FOUNDATION – DENTAL Other Services	\$19,110.90
12547966	6947	JEANNETTE STEVENS Other Services	\$20.00
12547967	6873	SUN COUNTRY SYSTEMS Equipment	\$1,076.56
12547968	1435	SUPERIOR DAIRY Field Trip	\$275.00
12547969	5586	SUPERIOR SOIL SUPPLEMENTS Grounds Supplies	\$900.90
12547970	2188	SUPPLYWORKS Grounds/Custodial Supplies	\$7,247.01
12547971	2188	SUPPLYWORKS Food Services Supplies	\$165.48
12547972	1444	SYSCO FOODSERVICES OF MODESTO Food	\$33,844.22
12547973	6823	TCG GROUP HOLDINGS Other Services	\$252.00
12547974	1466	TERMINIX INTERNATIONAL Pest Control	\$4,999.00
12547975	4347	THERAPY SHOPPE INC Inst'l Matl's	\$43.89
12547976	5923	TREE FROG PRINT SHOP INC. Inst'l Matl's	\$516.74
12547977	2138	THE TREE HOUSE Office Supplies	\$91.46
12547978	5810	TROPHY DEPOT INC. Inst'l Matl's	\$1,789.14
12547979	6032	TUMBLEWEED PRESS INC Software License	\$719.10
12547980	3749	ULINE INC Matl's & Supplies	\$699.21
12547981	1521	UNITED REFRIGERATION INC. Food Services Supplies	\$287.74
12547982	6478	RIGOBERTO VIVANCO Travel & Conf/Mileage	\$480.12
12547983	6932	VOYAGER SOPRIS LEARNING INC Books	\$2,777.65
12547984	1649	LUPE YADETA Allowance	\$51.89
12547985	4360	ZOO-PHONICS INC Inst'l Matl's	\$173.31
Total Amount of All Warrants:			\$351,129.48

Credit Card Register For Payments

Dated 05/05/2017

Document Number	Vendor Number	Vendor Name	Amount
14019419	91	AUTOMATED OFFICE SYSTEMS Leases	\$6,046.43
14019420	416	DEMCO INC. Matl's	\$42.38
14019421	4125	DISCOUNT SCHOOL SUPPLY Inst'l Matl's	\$77.61
14019422	5184	DRISKELL'S APPLIANCE Matl's	\$191.98
14019423	529	FOLLETT SCHOOL SOLUTIONS Textbooks/Books	\$6,038.39
14019424	4271	GOLDEN EAGLE CHARTER INC. Transportation	\$2,082.00
14019425	599	GOPHER SPORT Inst'l Matl's	\$601.88
14019426	5280	J&E RESTAURANT SUPPLY INC Equipment/Replacement	\$11,915.31
14019427	806	KINGS COUNTY TROPHY Inst'l Matl's	\$1,628.70
14019428	831	LAKESHORE LEARNING Inst'l Matl's	\$1,647.90
14019429	934	MASTER TEACHER HR Supplies	\$3,599.43
14019430	6114	MCGRAW-HILL EDUCATION Books	\$2,122.56
14019431	982	MILLER'S RENTALAND INC. Rentals	\$128.00
14019432	2126	READ NATURALLY Books	\$217.80
14019433	1214	REALLY GOOD STUFF Inst'l Matl's	\$467.34
14019434	2524	ROCHESTER 100 INC. Inst'l Matl's	\$285.00
14019435	3583	SAN JOAQUIN IMPERIAL Repairs	\$53.90
14019436	5803	SCHOOL ENERGY COALITION Memberships	\$260.00
14019437	1345	SHIFFLER EQUIPMENT SALES INC. Maintenance Supplies	\$321.54
14019438	1350	SIGN WORKS Inst'l Matl's	\$96.13
14019439	5391	STARFALL EDUCATION Software License	\$270.00
14019440	5989	THUNDERPOWER MEGAPHONES Inst'l Matl's	\$135.82
14019441	5929	TOUCHMATH Inst'l Matl's	\$2,432.43
14019442	2173	US GAMES Inst'l Matl's	\$497.40
14019443	1564	VIRCO INC. Matl's	\$1,880.00
14019444	1637	WOODWIND & BRASSWIND Band Matl's	\$315.20
Total Amount of All Credit Card Payments:			\$43,355.13

Grand Total For All Districts:

\$43,355.13_{11/173}

Warrant Register For Warrants

Dated 05/12/2017

Warrant Number	Vendor Number	Vendor Name	Amount
12548440	6403	A BOUNCIN' BLAST Inst'l Consultant	\$1,475.00
12548441	1142	MICHELE ALEXANDER Mileage	\$172.06
12548442	73	APPLE INC. Equipment	\$3,753.48
12548443	80	ARTE AMERICAS Study Trip	\$225.00
12548444	113	BARNES AND NOBLE-5886056 Books	\$1,358.25
12548445	1690	BATTERY SYSTEMS Transportation Supplies	\$431.00
12548446	6107	RAECHELLE BERNA Allowance	\$82.50
12548447	5748	BMX FREESTYLE TEAM LLC Presentation	\$1,375.00
12548448	6402	BLANCA BULLER Allowance	\$100.00
12548449	6363	VERONICA CASTRO Reissue Reimbursement	\$21.00
12548450	355	CDT INC. Other Services	\$101.00
12548451	1667	CDW GOVERNMENT INC. Office Materials	\$442.31
12548452	303	CHAFFEE ZOO Study Trip	\$470.00
12548453	331	CLASSIC CHARTER Transportation	\$11,270.00
12548454	3068	DEBRA COLVARD Travel & Conf/Mileage	\$686.95
12548455	405	DASSEL'S PETROLEUM INC. Fuel	\$5,292.79
12548456	5463	SARA DECUIR Books/Mileage	\$363.85
12548457	4893	DISCOVERY EDUCATION Reissue Software	\$31,880.60
12548458	6931	DIZTINCT GRAFFIX Inst'l Matl's	\$1,680.18
12548459	3682	FASTENAL Maintenance Supplies	\$70.27
12548460	558	CAROL GALLEGOS Travel & Conf/Mileage	\$423.68
12548461	561	ALICE GARCIA Travel & Conf/Supplies	\$100.07
12548462	562	GRACIELA GARCIA Allowance	\$66.80
12548463	620	GRISWOLD LASALLE COBB DOWD Legal	\$4,282.00
12548464	3656	HANFORD AUTO & TRUCK PARTS Maint/Grounds/Transportation Supplies	\$271.61
12548465	3660	ROBERT HEUGLY Study Trip/Mileage	\$42.99
12548466	5264	HOUGHTON MIFFLIN HARCOURT Inst'l Matl's	\$1,936.64
12548467	4597	IVS COMPUTER TECHNOLOGY Repairs	\$13,800.00
12548468	2062	JOHN'S INCREDIBLE PIZZA Field Trip	\$427.46
12548469	764	RICHARD JOHNSTON Allowance	\$26.65
12548470	6493	KELLIE JONES Allowance/Supplies	\$127.50
12548471	779	KEENAN & ASSOC./CPIC Health & Welfare	\$5,317.50
12548472	778	KEENAN & ASSOC./MED. EYE SERV. Health & Welfare	\$10,039.88
12548473	5290	KEENAN & ASSOCIATES Insurance	\$2,809.20
12548474	801	KINGS COUNTY MOBILE LOCKSMITH Repairs	\$632.19
12548475	796	KINGS COUNTY OFFICE OF ED Legal	\$892.85
12548476	802	KINGS COUNTY PIPE & SUPPLY Maintenance Supplies	\$342.89
12548477	808	KINGS WASTE & RECYCLING Garbage	\$120.00
12548478	5893	MONICA KRAEMER Allowance	\$200.00
12548479	5363	BETHANEY KUENNING Allowance	\$81.91
12548480	4216	AIMEE LADD Reissue Reimbursement	\$100.00
12548481	6459	MELODY LEE Mileage	\$43.76
12548482	6413	LYNZI LOWE Travel & Conf/Mileage	\$423.70
12548483	886	LRP PUBLICATIONS Software License	\$1,295.00
12548484	5430	ANDREW MARTINEZ Reissue Reimbursement	\$9.99
12548485	5570	MATELOT GULCH MINING Study Trip	\$441.00
12548486	6924	MONTEREY BAY AQUARIUM Study Trip	\$2,668.05
12548487	5510	NEWEGG.COM IT Supplies	\$318.21

Warrant Register For Warrants

Dated 05/12/2017

Warrant Number	Vendor Number	Vendor Name	Amount
12548488	6027	CHRISTINA NOVIELLI Allowance	\$99.00
12548489	3398	TIM NUANES Travel & Conf	\$17.63
12548490	1058	OFFICE DEPOT Office Supplies	\$881.69
12548491	4118	KERRY PIEROTTE Mileage/Allowance	\$87.27
12548492	2011	MARICELY PIMENTEL Allowance	\$80.44
12548493	4511	DOUG ROSE Travel & Conf	\$16.55
12548494	6328	SAM ACADEMY Study Trip	\$1,880.00
12548495	1367	SISC III Health & Welfare	\$534,758.25
12548496	1880	SOUTH COUNTY SUPPORT SERVICES Other Services	\$853.16
12548497	1403	STANISLAUS FOUNDATION – DENTAL Other Services	\$8,830.70
12548498	2188	SUPPLYWORKS Warehouse/Equipment Replacement	\$7,972.70
12548499	6823	TCG GROUP HOLDINGS Other Services	\$252.00
12548500	5946	THE HARTFORD Health & Welfare	\$1,152.16
12548501	4017	JOSE TORRES Allowance	\$98.12
12548502	1554	SONIA VELO Mileage	\$51.63
12548503	6952	KAROLINA VILLARREAL Mileage	\$144.56
12548504	6832	BEVERLY ANN WILLIAMS Mileage	\$222.56
Total Amount of All Warrants:			\$665,891.19

Credit Card Register For Payments
Dated 05/12/2017

Document Number	Vendor Number	Vendor Name	Amount
14019533	2	A-Z BUS SALES INC Transportation Supplies	\$1,520.38
14019534	176	BSN SPORTS Athletic Supplies	\$2,731.98
14019535	4271	GOLDEN EAGLE CHARTER INC. Transportation	\$3,140.00
14019536	5690	INDOFF INCORPORATED Office Matl's	\$1,123.66
14019537	1802	MEDALLION SUPPLY Maintenance Supplies	\$543.51
14019538	1002	MORGAN & SLATES INC. Maintenance/Grounds Supplies	\$24.25
14019539	1313	SCHOLASTIC TEACHERS STORE Books	\$5,089.83
14019540	598	WINGFOOT COMMERCIAL TIRE SYS Transportation Supplies	\$1,555.50

Total Amount of All Credit Card Payments:**\$15,729.11**

Hanford Elementary School District
Minutes of the Regular Board Meeting
May 10, 2017

Minutes of the Regular Board Meeting of the Hanford Elementary School District Board of Trustees on May 10, 2017 at the Woodrow Wilson Cafeteria, 601 W. Florinda, Hanford, CA.

- Call to Order** President Garcia called the meeting to order at 5:30 p.m. Trustee Revious and Strickland were present. Trustee Garner arrived during closed session. Trustee Hernandez was absent.
- Closed Session** Trustees immediately adjourned to closed session for the purpose of:
- Student Discipline pursuant to Education Code section 48918
 - Personnel – Public Employee Appointment or Employment (GC 54957.6)
- Woodrow Wilson Band Performance** Woodrow Wilson Warrior Pride Band performed.
- Open Session** Trustees returned to open session at 6:16 p.m.
- HESD Managers Present** Joy C. Gabler, Superintendent, and the following administrators were present: Don Arakelian, Doug Carlton, Anthony Carillo, Debra Colvard, Kenny Eggert, David Endo, David Goldsmith, Lucy Gomez, Jaime Martinez, Karen McConnell, Gerry Mulligan, Julie Pulis, Jill Rubalcava, Cruz Sanchez, and Liz Simas.
- Case #17-45** Trustee Revious moved to accept the Findings of Fact and expel Case #17-45 for the remainder of the school year for violation of Education Code 48900 as determined by the Administrative Panel at hearings held on May 8, 2017. However, Trustee Revious further moved that the Expulsion Order be suspended. The students may attend regular school in probationary status provided that the student complies with a Behavior Conditions Plan through December 16, 2017. Trustee Strickland seconded; motion carried 3-0:
- Garcia – Yes
 - Garner – Abstain
 - Revious – Yes
 - Strickland – Yes
- Personnel** No action was taken by the Board.
- Public Comments** None
- Board and Staff Comments** Trustee Strickland stated Don Arakelian did a great job with the Track Meet.
- Superintendent Joy C. Gabler stated the document that was place in front of the Board is a report from the Grand Jury regarding their visit to Jefferson Charter Academy on February 21st. She thanked the Grand Jury for the visit and the nice report. She also stated that migrant students from the district came together and took part in a journalism class taught by our teachers in both English and Spanish. They printed their first newspaper titled The Migrant Voice. The newspaper was presented on April 27th at Jefferson.

**Requests to
Address the Board**

None

**Dates to
Remember**

President Garcia reviewed dates to remember: Tuesday Night Takeover - HESD Art Exhibit on May 16th from 6:00 p.m. - 8:00 p.m.; Employee Appreciation on May 7th at 3:30 p.m.; Regular Board Meeting on May 20th at 5:30 p.m.; Holiday-Memorial Day on May 29th.

**Mini-grant
Presentation**

Gracie Pittman, 2nd grade teacher at Monroe, stated the mini-grant funds were utilized to take the students to Fresno's Tower District to see four plays. The students were extremely excited and they loved the plays. As part of their curriculum the students compared and contrasted the videos and plays they viewed. After they saw the plays, they created diagrams in the classroom. Gracie shared two diagrams created by students. One was inspired by one of the plays, How The Whale Got Its Hump.

Christina Gonzales, 2nd grade teacher at Monroe, stated they also incorporated writing to test student's knowledge, they wrote their thoughts on what they saw.

CONSENT ITEMS

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

Garcia – Yes
Garner – Yes
Revious – Yes
Strickland – Yes

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

Garcia – Yes
Garner – Yes
Revious – Yes
Strickland – Yes

The items approved are as follows:

- a) Warrant listings dated 4/18/17, 4/21/17 and 4/28/17.
- b) Minutes of Regular Board Meeting 4/26/17.
- c) Interdistrict transfers as recommended.
- d) Donation of \$144.97 from The Habit Restaurant, LLC.
- e) Donation of \$92.70 from Box Tops for Education.

Trustee Garner recognized the donations made by The Habit and Box Tops.

INFORMATION ITEMS

**CSEA's Initial
Proposal**

Jaime Martinez, Assistant Superintendent of Human Resources, presented for information the California School Employees Association's (CSEA's) Initial Proposals for a Successor Agreement between Hanford Elementary School District and CSEA.

**HESD's Initial
Proposal**

Jaime Martinez, Assistant Superintendent of Human Resources, presented for information the District's Initial Proposal for a Successor Agreement between Hanford Elementary School District (HESD) and California School Employees Association (CSEA).

- BP/AR 3311.1** David Endo, Chief Business Official, presented for information the following new Board Policy and Administrative Regulation:
- BP/AR 3311.1 – Uniform Public Construction Cost Accounting Procedures
- BP/AR 3311** David Endo, Chief Business Official, presented for information the following revised Board Policy and Administrative Regulation:
- BP/AR BP/AR 3311 – Bids
- AR 3311.4** David Endo, Chief Business Official, presented for information the following new Administrative Regulation:
- AR 3311.4 – Procurement of Technological Equipment
- BP 3600** David Endo, Chief Business Official, presented for information the following revised Board Policy:
- BP 3600 – Consultants
- E 3553** David Endo, Chief Business Official, presented for information the following revised Exhibit:
- E 3553 – Free and Reduced Meals

BOARD POLICIES AND ADMINISTRATION

- MOU - KCAO** Trustee Strickland made a motion to approve the Memorandum of Understanding with Kings County Action Organization (KCAO) and Hanford Elementary School District (HESD). Trustee Revious seconded; motion carried 3-0:
- Garcia – Yes
 - Garner – Abstain
 - Revious – Yes
 - Strickland – Yes
- MOU – Big Smiles of CA** Trustee Revious made a motion to approve the Memorandum of Understanding between Big Smiles of California and Hanford Elementary School District (HESD). Trustee Strickland seconded; motion carried 4-0:
- Garcia – Yes
 - Garner – Yes
 - Revious – Yes
 - Strickland – Yes
- MOU – Kings View** Trustee Strickland made a motion to approve the Memorandum of Understanding between Kings View Counseling Services and Hanford Elementary School District (HESD). Trustee Garner seconded; motion carried 4-0:
- Garcia – Yes
 - Garner – Yes
 - Revious – Yes
 - Strickland – Yes
- Out-of-Travel Black Hat** Trustee Strickland made a motion to approve the out-of-travel for 2017 Black Hat USA Information Security Conference and Professional Development for the Network Enginire. Trustee Revious seconded; motion carried 4-0:
- Garcia – Yes
 - Garner – Yes
 - Revious – Yes
 - Strickland – Yes

- Marko Construction Group** Trustee Revious made a motion to approve the award for the Monroe New Administration & Library Building Project to Marko Construction Group, Marko Construction Group came in at with the lowest bid. Trustee Strickland seconded; motion carried 4-0:
Garcia – Yes
Garner – Yes
Revious – Yes
Strickland – Yes
- HETA's Initial Proposal** Trustee Revious made a motion to approve the Hanford Elementary Teachers Association's (HETA's) initial proposal for 2017-2018 amendments to the Collective Bargaining Agreement between Hanford Elementary School District (HESD) and HETA (reopened articles). Trustee Garner seconded; motion carried 4-0:
Garcia – Yes
Garner – Yes
Revious – Yes
Strickland – Yes
- HESD's Initial Proposal** Trustee Revious made a motion to approve the Hanford Elementary School District's initial proposal for amendments to the Collective Bargaining Agreement between Hanford Elementary School District (HESD) and Hanford Elementary Teachers Association (HETA) (reopened articles), for the 2017-2018 school year. Trustee Strickland seconded; motion carried 4-0:
Garcia – Yes
Garner – Yes
Revious – Yes
Strickland – Yes
- BP/AR 3515.2** Trustee Strickland made a motion to approve the revised Board Policy and Administrative Regulation 3515.2 – Disruptions. Trustee Revious seconded; motion carried 4-0:
Garcia – Yes
Garner – Yes
Revious – Yes
Strickland – Yes
- AR 0420.4** Trustee Garner made a motion to approve the revised Administrative Regulation 0420.4 – Charter School Authorization. Trustee Revious seconded; motion carried 4-0:
Garcia – Yes
Garner – Yes
Revious – Yes
Strickland – Yes
- E 0420.41** Trustee Garner made a motion to Consider approval of the following revised Exhibit 0420.41 – Charter School Oversight. Trustee Revious seconded; motion carried 4-0:
Garcia – Yes
Garner – Yes
Revious – Yes
Strickland – Yes
- BP/AR 0440** Trustee Strickland made a motion to approve the revised Board Policy and Administrative Regulation 0440 – District Technology Plan. Trustee Garner seconded; motion carried 4-0:

Garcia – Yes
Garner – Yes
Revious – Yes
Strickland – Yes

BP/AR 3513.3 Trustee Strickland made a motion to approve the revised Board Policy and Administrative Regulation 3513.3 – Tobacco-Free Schools. Trustee Garner seconded; motion carried 4-0:
Garcia – Yes
Garner – Yes
Revious – Yes
Strickland – Yes

BP/AR 5030 Trustee Strickland made a motion to approve the revised Board Policy and deleted Administrative Regulation 5030 – Wellness Policy. Trustee Garner seconded; motion carried 4-0:
Garcia – Yes
Garner – Yes
Revious – Yes
Strickland – Yes

BP/AR 5121 Trustee Garner made a motion to approve the revised Board Policy and Administrative Regulation 5121 – Grades/Evaluation of Student Achievement. Trustee Revious seconded; motion carried 4-0:
Garcia – Yes
Garner – Yes
Revious – Yes
Strickland – Yes

BP 5123 Trustee Garner made a motion to approve the revised Board Policy 5123 – Promotion/Acceleration/Retention. Trustee Strickland seconded; motion carried 4-0:
Garcia – Yes
Garner – Yes
Revious – Yes
Strickland – Yes

BP/AR 5146 Trustee Strickland made a motion to approve the revised Board Policy and deleted Administrative Regulation 5146 – Married/Pregnant/Parenting Students. Trustee Revious seconded; motion carried 4-0:
Garcia – Yes
Garner – Yes
Revious – Yes
Strickland – Yes

BP/AR 6142.7 Trustee Strickland made a motion to approve the revised Board Policy and Administrative Regulation 6142.7 – Physical Education and Activity. Trustee Garner seconded; motion carried 4-0:
Garcia – Yes
Garner – Yes
Revious – Yes
Strickland – Yes

BP/AR 6161.1 Trustee Revious made a motion to approve the revised Board Policy and Administrative

Regulation 6161.1 – Selection and Evaluation of Instructional Materials. Trustee Garner seconded; motion carried 4-0:

Garcia – Yes
Garner – Yes
Revious – Yes
Strickland – Yes

BP/AR 5142

Trustee Strickland made a motion to approve the revised Board Policy and Administrative Regulation 5142 – Safety. Trustee Garner seconded; motion carried 4-0:

Garcia – Yes
Garner – Yes
Revious – Yes
Strickland – Yes

AR 7111

Trustee Revious made a motion to approve the revised Administrative Regulation 7111 – Facilities-Evaluating Existing Buildings. Trustee Strickland seconded; motion carried 4-0:

Garcia – Yes
Garner – Yes
Revious – Yes
Strickland – Yes

BP/AR 7160

Trustee Garner made a motion to approve the new Board Policy and revised Administrative Regulation 7160 – Facilities-Charter School Facilities. Trustee Revious seconded; motion carried 4-0:

Garcia – Yes
Garner – Yes
Revious – Yes
Strickland – Yes

PERSONNEL

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

Garcia – Yes
Garner – Yes
Revious – Yes
Strickland – Yes

Trustee Revious then made a motion to approve Personnel items “a” through “h”. Trustee Strickland seconded; the motion carried 4-0:

Garcia – Yes
Garner – Yes
Revious – Yes
Strickland – Yes

***Item “a” –
Employment***

The following items were approved:

Certificated, effective 8/8/17

- Lindsay Nelson, Teacher, Probationary

Temporary Employees/Substitutes/Yard Supervisors

- Gennarina Alvarez, Short-term READY Program Tutor – 4.5 hrs., Richmond, effective 5/1/17 to 6/7/17
- Sabine Appleby, Short-term READY Program Tutor – 4.5 hrs., King, effective

5/1/17 to 6/7/17

- Heidi Augusto, Short-term Yard Supervisor – 2.0 hrs., Roosevelt, effective 4/27/17 to 6/7/17
- Esther Flores Banuelos, Short-term READY Program Tutor – 4.5 hrs., Hamilton, effective 4/24/17 to 6/7/17
- Kimberly Tomey, Substitute READY Program Tutor, effective 4/27/17

Item "b" – Resignations

- Anne Ramos, Teacher, Simas, effective 6/7/17

Item "c" – Lateral Change/Decrease in Hours

- Denise Hurt, from Special Circumstance Aide – 5.75 hrs., to Special Education Aide – 5.0 hrs., Wilson, effective 8/14/17

Item "d" – Voluntary Demotion/Decrease in Hours/Transfer

- Alicia Martinez, from READY Program Tutor – 4.5 hrs., King to Food Service Worker I – 3.0 hrs., Roosevelt, effective 5/1/17
- Candy Mullins, from Food Service Utility Worker – 3.5 hrs., Food Services to Account Clerk I – 3.0 hrs., Jefferson, effective 8/11/17

Item "e" – Promotion/Transfer

- Melissa Mullins, from Food Service Worker I – 3.0 hrs., Roosevelt to Account Clerk I – 3.0 hrs., King, effective 8/11/17

Item "f" – More Hours

- Wendi Santimore, Cook/Baker, from 6.0 hrs. to 8.0 hrs., Food Services, effective 8/10/17

Item "g" – Job Description

- Supervisor, Custodial Services (revised)

Item "h" – Volunteers

<u>Name</u>	<u>School</u>
Brittney Tangeman	Hamilton
Veronica Cervante	Lincoln
Pauline Parumog	Lincoln
Quawanda Turner	Monroe
Kelsey Burnett	Monroe

FINANCIAL

Treasure's Quarterly Report

Trustee Strickland made a motion to approve the Kings County Treasurer's Quarterly Compliance Report. Trustee Garner seconded; motion carried 4-0:

Garcia – Yes
Garner – Yes
Revious – Yes
Strickland – Yes

Resolution #27-17

Trustee Strickland made a motion to approve Resolution #27-17: Resolution entering election results into the minutes and certifying to the Board of Supervisors of Kings County all proceedings in the November 8, 2016 general obligation bond election. Trustee Revious seconded; motion carried 4-0:

Garcia – Yes
Garner – Yes
Revious – Yes

Strickland – Yes

Food Service Agreement

Trustee Revious made a motion to approve the food service agreements with the Kings County Office of Education and Hanford Christian School for HESD to provide them school lunches. Trustee Strickland seconded; motion carried 4-0:

Garcia – Yes
Garner – Yes
Revious – Yes
Strickland – Yes

Innovation Commercial Flooring

Trustee Strickland made a motion to approve the agreement with Innovation Commercial Flooring to replace Woodrow Wilson's gym flooring. Trustee Garner seconded; motion carried 4-0:

Garcia – Yes
Garner – Yes
Revious – Yes
Strickland – Yes

Comprehensive Maintenance Plan

Trustee Revious made a motion to approve the Comprehensive Maintenance Plan required annually for the school district's budget process. Trustee Garner seconded; motion carried 4-0:

Garcia – Yes
Garner – Yes
Revious – Yes
Strickland – Yes

Gonzalez Architects

Trustee Strickland made a motion to approve the architectural services agreement with Gonzalez Architects for MLK project. Trustee Revious seconded; motion carried 4-0:

Garcia – Yes
Garner – Yes
Revious – Yes
Strickland – Yes

Adjournment

There being no further business, President Garcia adjourned the meeting at 6:57 p.m.

Respectfully submitted,

Joy C. Gabler,
Secretary to the Board of Trustees

Approved:

Robert Garcia, President

Lupe Hernandez, Clerk

No	A/D	Sch Req'd	Home Sch	Date
I-224	A	Lincoln	Pioneer	5/24/2017

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Javier Espindola

DATE: May 10, 2017

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: May 24, 2017

ITEM: Donation of \$775.50 from Jefferson Parent Teacher Club to Jefferson Charter Academy.**PURPOSE:** To be used for student incentives.**FISCAL IMPACT:** Increase of \$775.50 to Jefferson Budget as follows:

0900-1100-0-1110-1000-430000-021-0000 \$775.50

RECOMMENDATIONS: Accept Donation

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Javier Espindola

DATE: May 10, 2017

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: May 24, 2017

ITEM: Consider acceptance of donation of \$64.40 from Box Top Education to Jefferson Charter Academy.

PURPOSE: To be used for expenditures for attendance incentives.

FISCAL IMPACT: Increase of \$64.40 to Account #0900-1100-0-1110-1000-430000-021-0000

RECOMMENDATIONS: Accept donation.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler
FROM: Kristina Baldwin



DATE: 05/15/2017

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: May 24, 2017

ITEM: PTC Donation of \$5992.69

PURPOSE: To be used for the following:

2016-17 Student Yearbooks
6th Grade EOY Celebration
180 Student Rewards
Sports Banquets
Staff Appreciation
End of the Year Awards

FISCAL IMPACT: Increase of \$5992.69 to the Simas School General Fund Budget
Account # 0100-1100-0-1110-1000-430000-027-0000

RECOMMENDATIONS: Accept Donation

HANFORD ELEMENTARY SCHOOL DISTRICTAGENDA REQUEST FORM

TO: Joy Gabler

FROM: Julie Pulis *af*

DATE: May 11, 2017

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

Date you wish to have your item considered: May 24, 2017

ITEM: Donation of \$1,000.00 from Kohl'sPURPOSE: Accept donation of \$1,000.00 from Kohl's to the Monroe READY program.READY Program Incentives \$1,000.00
0100-0000-0-1110-4000-430001-024-0000FISCAL IMPACT (if any): \$1,000.00RECOMMENDATION (if any): Action.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Board of Trustees

FROM: Joy C. Gabler

DATE: 05/15/17

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☒ Information
☐ Action

Date you wish to have your item considered: 05/24/17

ITEM: Review the 2016-17 District/Board Goals

PURPOSE: Provide an update on progress made toward the 2016-2017 District/Board Goals.

FISCAL IMPACT:

RECOMMENDATIONS:

HANFORD ELEMENTARY SCHOOL DISTRICT
AGENDA REQUEST FORM

TO: Joy Gabler

FROM: Doug Carlton

DATE: May 3, 2017

For: ☒ Board Meeting
☐ Superintendent's Cabinet

For: ☒ Information
☐ Action

Date you wish to have your item considered: May 24, 2017

ITEM: Receive for information results from the HESD Local Indicator Tool for LCAP State Priority 2

PURPOSE: The HESD Local Indicator Tool for LCAP State Priority 2 measures The District's implementation of the State academic standards.

Fiscal Impact: The HESD Local Indicator Tool for LCAP State Priority 2 is a requirement of the Local Control Accountability Plan (LCAP) and informs its development.

RECOMMENDATION: Receive for information the HESD Local Indicator Tool for LCAP State Priority 2

Hanford Elementary School District

State Priority 2 Implementation of Standards

April 30, 2017

1. **Rate the LEA's progress in providing professional learning for teaching to the recently adopted academic standards and/or curriculum frameworks identified below.**

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

	1	2	3	4	5
ELA – Common Core State Standards for ELA				✓	
ELD (Aligned to ELA Standards)			✓		
Mathematics – Common Core State Standards for Mathematics				✓	
Next Generation Science Standards		✓			
History-Social Science		✓			

2. **Rate the LEA's progress in making instructional materials that are aligned to the recently adopted academic standards and/or curriculum frameworks identified below available in all classrooms where the subject is taught.**

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

	1	2	3	4	5
ELA – Common Core State Standards for ELA					✓
ELD (Aligned to ELA Standards)					✓
Mathematics – Common Core State Standards for Mathematics					✓
Next Generation Science Standards		✓			
History-Social Science		✓			

3. **Rate the LEA's progress in implementing policies or programs to support staff in identifying areas where they can improve in delivering instruction aligned to the recently adopted academic standards and/or curriculum frameworks identified below (e.g., collaborative time, focused classroom walkthroughs, teacher pairing).**

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

	1	2	3	4	5
ELA – Common Core State Standards for ELA				✓	
ELD (Aligned to ELA Standards)			✓		
Mathematics – Common Core State Standards for Mathematics				✓	
Next Generation Science Standards		✓			
History-Social Science			✓		

Other Adopted Academic Standards

4. **Rate the LEA's progress implementing each of the following academic standards adopted by the state board for all students.**

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

	1	2	3	4	5
Career Technical Education		✓			
Health Education Content Standards			✓		
Physical Education Model Content Standards				✓	
Visual and Performing Arts				✓	
World Language	✓				

Support for Teachers and Administrators

5. **During the 2015-16 school year (including summer 2015), rate the LEA's success at engaging in the following activities with teachers and school administrators?**

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

	1	2	3	4	5
Identifying the professional learning needs of groups of teachers or staff as a whole					✓
Identifying the professional learning needs of individual teachers					✓
Providing support for teachers on the standards they have not yet mastered				✓	

HANFORD ELEMENTARY SCHOOL DISTRICT
AGENDA REQUEST FORM

TO: Joy Gabler

FROM: Doug Carlton

DATE: May 3, 2017

For: ☒ Board Meeting
☐ Superintendent's Cabinet

For: ☒ Information
☐ Action

Date you wish to have your item considered: May 24, 2017

ITEM: Receive for information results from the 2016-2017 HESD Parent Survey

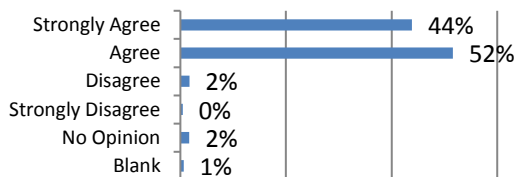
PURPOSE: The HESD Parent Survey provides parents with the opportunity to indicate their level of satisfaction with the district's services and programs, the instruction their students receive, and home/school communication.

Fiscal Impact: The HESD Parent Survey is a requirement of several federal and state programs and informs the development of the Local Education Agency Plan (LEAP) the Local Control Accountability Plan (LCAP) and individual school plans.

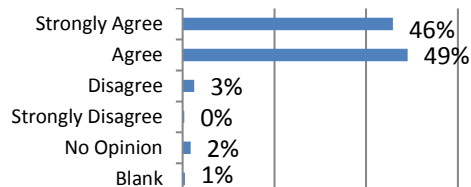
RECOMMENDATION: Receive the HESD Parent Survey for Information

Hanford Elementary School District Parent Survey 2016-2017 District Totals

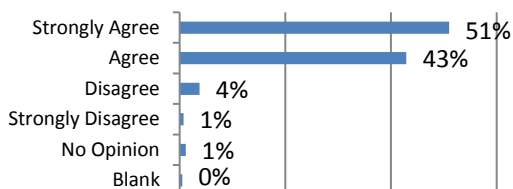
1) My child is receiving satisfactory instruction in Language Arts and Math.



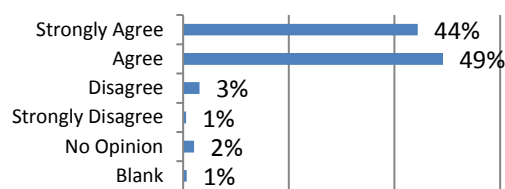
2) The Report to Parent helps me to understand what my child is expected to achieve in English Language Arts and Math.



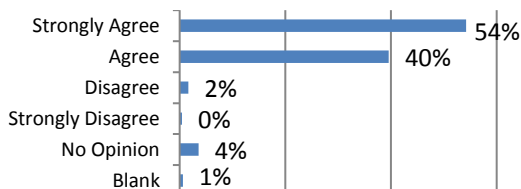
3) I receive information about my child's progress in the classroom (such as yellow cards, notes, phone calls, progress reports, etc.)



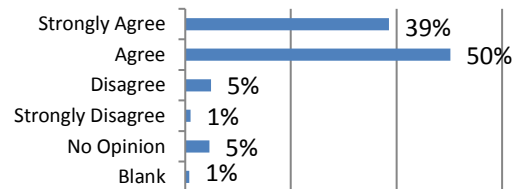
4) My child receives adequate support so he can make satisfactory progress toward the Standards in Language Arts and/or Math.



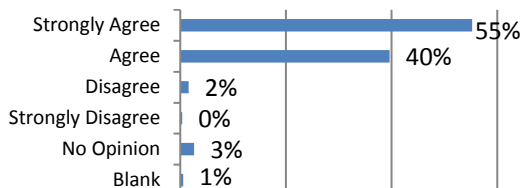
5) There are adequate opportunities for me to become informed about the school's programs.



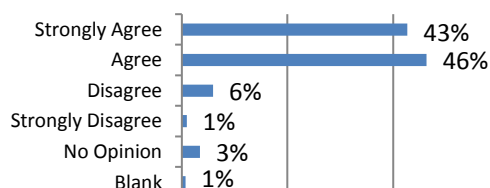
6) There are adequate opportunities for me to become involved in my child's school.



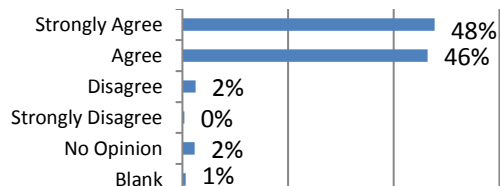
7) My child's school has a strong academic program that teaches toward the English Language Arts and Math Standards.



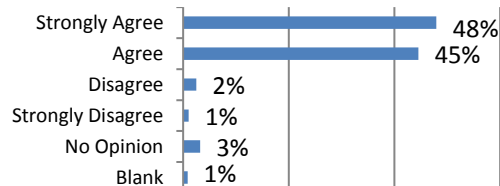
8) I have been given suggestions/ideas to use at home to help my child meet grade level standards in English Language Arts and Math.



9) When I have questions about my child's class work, I can ask for clarification and assistance from my child's school.

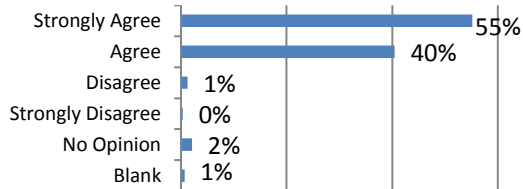


10) My child is safe at school.

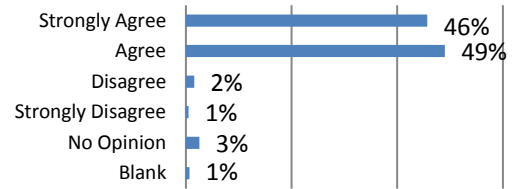


Hanford Elementary School District Parent Survey 2016-2017 District Totals

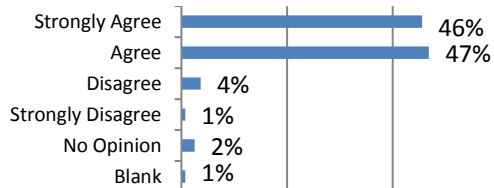
11) The Parent/Teacher Conference was helpful to me in understanding my child's progress towards meeting English Language Arts and Math Standards.



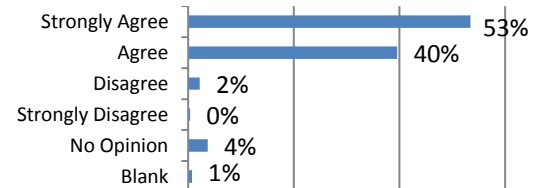
12) The School/Parent Code of Conduct was helpful to me in providing information about school, parent, and student's shared responsibilities for improved student achievement.



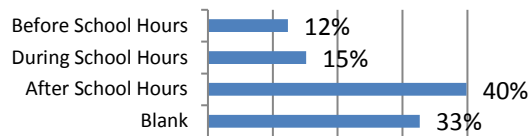
13) I receive adequate information regarding parent meeting/activities such as School Site Council, English Learner Advisory Committee, parent Workshops, Back to School Night, and Parent Education Presentations.



14) I am satisfied with the amount of homework my child receives.



The best time for me to attend parent meetings or activities is:



HANFORD ELEMENTARY SCHOOL DISTRICT**AGENDA REQUEST FORM**

TO: Joy Gabler

FROM: Doug Carlton

DATE: May 3, 2017

For: ☒ Board Meeting
☐ Superintendent's Cabinet

For: ☒ Information
☐ Action

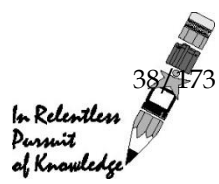
Date you wish to have your item considered: May 24, 2017

ITEM: Receive for information a report from Parent Advisory Committee Meeting held on March 14, 2017.
(For Meeting #3)

PURPOSE: The Parent Advisory Committee advises the board on the Local Control Accountability Plan (LCAP).

FISCAL IMPACT: Parent Advisory Committee is a requirement of receiving funding under the Local Control Funding Formula.

Hanford Elementary School District



Hanford Elementary School District (HESD) Parent Advisory Committee Report to the Board of Trustees

Date of Meeting: March 14, 2017 (Meeting #3)
Starting Time: 9:00 a.m.
Location: District Office Board Room, 714 N. White Street

Purpose of the Meeting: To provide stakeholders with the opportunity to provide input into the district's Local Control Accountability Plan.

The Parent Advisory Committee (PAC) received information on the following topics:

- The California School Dashboard
 - An overview of the California's new school accountability model
 - Key differences between the previous model (API, AYP) and the new system
 - An overview of the California School Dashboard
 - State and local indicators and color coded performance levels
 - Explanation of the growth model

The PAC made the following recommendations:

- The PAC recommended that they continue to receive updates on California's new school accountability model.
- The PAC recommended that they continue to receive information on the district's Local Control Accountability Plan.
- The PAC provided input by taking the Hanford Elementary Technology Survey.

HANFORD ELEMENTARY SCHOOL DISTRICT**AGENDA REQUEST FORM**

TO: Joy Gabler

FROM: Doug Carlton

DATE: May 3, 2017

For: ☒ Board Meeting
☐ Superintendent's Cabinet

For: ☒ Information
☐ Action

Date you wish to have your item considered: May 24, 2017

ITEM: Receive for information a report from Parent Advisory Committee Meeting held on April 25, 2017.
(For Meeting #4)

PURPOSE: The Parent Advisory Committee advises the board on the Local Control Accountability Plan (LCAP).

FISCAL IMPACT: Parent Advisory Committee is a requirement of receiving funding under the Local Control Funding Formula.

Hanford Elementary School District

Hanford Elementary School District (HESD) Parent Advisory Committee Report to the Board of Trustees

Date of Meeting: April 25, 2017 (Meeting #4)
 Starting Time: 9:00 a.m.
 Location: District Office Board Room, 714 N. White Street

Purpose of the Meeting: To provide stakeholders with the opportunity to provide input into the district's Local Control Accountability Plan.

The PAC received information on the following metrics that are included in the Hanford Elementary Local Control Accountability Plan:

- suspension rates
- expulsion rates
- middle school dropout rate (none)
- attendance rate
- chronic absenteeism rate

The PAC received information on direct supports/services for students, in the Local Control Accountability Plan, that impact these rates:

- Learning Directors
- Registered Nurses
- Licensed Vocational Nurses (Health Care Assistants)
- Counselors
- Students Specialists
- Vice Principals
- Child Welfare and Support
- Community Day School
- School Resource Officers
- Yard Supervisors

The PAC made the following recommendations:

- Approve the Report to the Board from Meeting 4 held on April 25, 2017
- Continue to provide the PAC with information on metrics relating to school climate
- Continue to provide the PAC with information on the Local Control Accountability Plan
- Continue to provide services to students that impact the suspension, expulsion, middle school dropout, attendance, and chronic absenteeism rates

HANFORD ELEMENTARY SCHOOL DISTRICT**AGENDA REQUEST FORM**

TO: Joy Gabler

FROM: Lucy Gomez

DATE: May 3, 2017

For: ☒ Board Meeting
☐ Superintendent's Cabinet

For: ☒ Information
☐ Action

Date you wish to have your item considered: May 24, 2017

ITEM: Receive for information a report from the District English Learner Advisory Committee (DELAC) for the meeting held on March 15, 2017. (For DELAC Meeting #3)

PURPOSE: The DELAC advises the board on the educational programs and services for English learners, the Local Control Accountability Plan, and the district's annual needs assessment.

FISCAL IMPACT: DELAC is a requirement of the Local Control Funding Formula along with Title I and Title III funding.

Hanford Elementary School District

Hanford Elementary School District (HESD) District English Language Advisory Committee Report to the Board of Trustees

Date of Meeting: March 15, 2017 (Meeting #3)
Starting Time: 10:00 a.m.
Location: District Office Board Room, 714 N. White Street

Purpose of Meeting: To advise the board on conducting a district-wide needs assessment on a school by school basis; to advise the governing board on the establishment of district program, goals, and objectives for programs and services for English learners

The DELAC received information on the following topics:

- The California School Dashboard
 - An overview of the California's new school accountability model
 - Key differences between the previous model (API, AYP) and the new system
 - An overview of the California School Dashboard
 - State and local indicators and color coded performance levels
 - Explanation of the growth model
- Teacher credentialing requirements and the numbers of fully credentialed teachers in the district

The DELAC made the following recommendations:

- The DELAC recommended that they continue to receive information/updates on the California's new accountability system
- Approve Report to the Board of Trustees Meeting from meeting #2 (which took place on February 1, 2017).
- The DELAC provided input by taking the Hanford Elementary Technology Survey.

HANFORD ELEMENTARY SCHOOL DISTRICT**AGENDA REQUEST FORM**

TO: Joy Gabler

FROM: Lucy Gomez

DATE: May 3, 2017

For: ☒ Board Meeting
☐ Superintendent's Cabinet

For: ☒ Information
☐ Action

Date you wish to have your item considered: May 24, 2017

ITEM: Receive for information a report from the District English Learner Advisory Committee (DELAC) for the meeting held on April 26, 2017. (For DELAC Meeting #4)

PURPOSE: The DELAC advises the board on the educational programs and services for English learners, the Local Control Accountability Plan, and the district's annual needs assessment.

FISCAL IMPACT: DELAC is a requirement of the Local Control Funding Formula along with Title I and Title III funding.

Hanford Elementary School District



Hanford Elementary School District (HESD) District English Language Advisory Committee Report to the Board of Trustees

Date of Meeting: April 26, 2017 (Meeting #4)
Starting Time: 10:00 a.m.
Location: District Office Board Room, 714 N. White Street

Purpose of Meeting: To advise the board on conducting a district-wide needs assessment on a school by school basis; to advise the governing board on the establishment of district program, goals, and objectives for programs and services for English learners

The DELAC received information on the following:

- The Hanford Elementary School District 2016-2017 Parent Survey
- Implementation of the district's designated English language development program
- The required written notifications that are mailed home annually to parents of English learners
- Changes to California's English learner assessment system (transition from CELDT to ELPAC)
- The district's parent involvement policy (BP6020)
- The annual language census

The DELAC made the following recommendations:

- Continue to conduct the Hanford Elementary Parent Survey each year and report the results to the DELAC
- Implement according to State requirements the new assessment system for ELs (ELPAC)
- Continue to notify parents of EL students of the results of these assessments
- Continue to implement BP6020 without changes
- Continue to conduct the annual language census and report the results to the DELAC

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORMTO: **Joy C. Gabler**FROM: **Jill Rubalcava** DATE: **May 13, 2017**FOR: ☒ Board Meeting
☐ Superintendent's CabinetFOR: ☒ Information
☐ ActionDate you wish to have your item considered: **May 24, 2017****ITEM:** BP 6144 Revisions**PURPOSE:** Receive information for BP 6144 Revisions**FISCAL IMPACT:** none**RECOMMENDATIONS:** Information Only—recommend approval at a future meeting.

Hanford ESD

Board Policy

Controversial Issues

BP 6144

Instruction

The Board of Trustees believes that students should have opportunities to discuss controversial issues which have political, social or economic significance and which the students are mature enough to investigate and address. The study of a controversial issue should help students learn how to gather and organize pertinent facts, discriminate between fact and fiction, draw intelligent conclusions and respect the opinions of others.

The Board expects teachers to exercise caution and exercise professional judgment when deciding whether or not a particular issue is suitable for study or discussion in any particular class. Teachers should not spend class time on any topic which they feel is not suitable for the class or related to the established course of study. They shall consult with the Superintendent or designee as necessary to determine the appropriateness of the subject matter, guest speakers, and/or related instructional materials or resources.

~~The Board also expects teachers to ensure that all sides of~~ When providing instruction related to a controversial issue ~~are impartially, the following guidelines shall apply:~~

1. The topic shall be suitable to the age and maturity of the students.

2. Instruction shall be presented, ~~with adequate and appropriate factual information. Without in~~ a balanced manner, addressing all sides of the issue without bias or prejudice and without promoting any ~~partisan~~ particular ~~point of view, the~~

3. The teacher ~~should help students separate fact from~~ may express a personal opinion and warn ~~them against drawing conclusions from insufficient data. provided he/she identifies it as a~~ personal opinion and clarifies that he/she is not speaking on behalf of the school or district. The teacher shall not ~~suppress any~~ express an opinion for the purpose of persuading students to his/her point of view.

4. No student's ~~view on the issue as long as its~~ viewpoint shall be suppressed, provided such ~~expression is not malicious or abusive toward others.~~ Students shall be assured of their right to form and express an opinion without jeopardizing their relationship with the teacher or school.

~~Teachers sponsoring guest speakers~~ (cf. 5022 - Student and Family Privacy Rights)

5. Students ~~shall either ask them not to use their position or influence on~~ be informed of conduct expected during such instruction and the importance of being courteous and respectful of the opinions of others.

6. Adequate factual information shall be provided to help students to forward objectively analyze and evaluate the issue and draw their own religious, political, economic conclusions.

7. The instruction shall not reflect adversely upon persons because of their race, ethnicity, national origin, sex, sexual orientation, gender identity or expression, disability, religion, or social views any other basis prohibited by law.

8. The subject matter of the instruction shall not otherwise be prohibited by state or shall take active steps federal law.

When a guest speaker is invited to make a presentation related to neutralize whatever bias has been presented a controversial issue, the Board requires that he/she be notified of this policy and the expectations and goals regarding the instruction. If the guest speaker is presenting only one point of view on an issue, the teacher shall be responsible for ensuring that students also receive information on opposing viewpoints.

When required by law or otherwise deemed appropriate by the teacher or administrator, parents/guardians shall be notified prior to instruction related to any controversial issue and parent/guardian consent shall be obtained for student participation. Students whose parents/guardians decline such instruction may be offered the option to participate in an alternative activity of similar value.

A student or parent/guardian with concerns regarding instruction about controversial issues shall be directed to appropriate district complaint procedures.

Legal Reference:

EDUCATION CODE

220 Prohibition of discrimination

51500 Prohibited instruction or activity

51510 Prohibited study or supplemental materials

51511 Religious matters properly included in courses of study

51530 Prohibition and definition ~~re~~regarding advocating or teaching communism with intent to indoctrinate

51933 Sex education courses

51938 Right of parent/guardian to excuse child from sexual health instruction

60040 Portrayal of cultural and racial diversity

60044 Prohibited instructional materials

~~60045 Required to be accurate, objective, current, and suited to needs and comprehension at respective grade levels~~

Policy HANFORD ELEMENTARY SCHOOL DISTRICT

adopted: May 16, 2001 Hanford, California

revised:

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORMTO: **Joy C. Gabler**FROM: **Jill Rubalcava** DATE: **May 13, 2017**FOR: ☒ Board Meeting
☐ Superintendent's CabinetFOR: ☒ Information
☐ ActionDate you wish to have your item considered: **May 24, 2017****ITEM:** BP 6152 Revisions**PURPOSE:** Receive information for BP 6152 Revisions**FISCAL IMPACT:** none**RECOMMENDATIONS:** Information Only—recommend approval at a future meeting.

Hanford ESD

Board Policy

Class Assignment

BP 6152

Instruction

The Governing Board believes students should be assigned to classes and/or grouped in a manner that provides the most effective learning environment for all students.

When assigning students to specific courses and classes~~classrooms~~, the principal~~Superintendent~~ or designee may consider the following criteria as appropriate for the grade level and courses~~shall strive to provide the best possible learning environment for each student. Insofar as possible, consideration shall be given to:~~

1. ~~—~~Staff recommendation, including, but not limited to, the recommendations of teachers and counselors-

2. ~~—~~Gender and ethnic balance

3. ~~—~~Academic balance of high, medium and low achievers

4. ~~—~~2Balance of students with social or emotional problems

5. Skills and classroom management style of individual teachers-

3. Student skill level as indicated by multiple objective academic measures, such as student assessment results, grade point average, and grades in prerequisite courses

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

(cf. 6152.1 - Placement in Mathematics Courses)

(cf. 6162.5 - Student Assessment)

(cf. 6162.51 - State Academic Achievement Tests)

4. Balance of high, medium, and low academic achievers

5

6. Student interests, readiness, behavior, and motivation

67. Student/teacher ratios and, if relevant, class size reduction considerations

(cf. 6151 - Class Size)

8. ~~Student skill level as indicated by achievement and testing data~~

The ~~principal~~~~Superintendent~~ or designee may accept from parents/guardians any information which would be helpful in making placement decisions. ~~However, a parent~~~~parents~~/guardian who ~~provides~~~~provide~~ such information shall be informed that ~~a request~~~~requests~~ for a specific teacher shall be ~~used as only~~ one of many ~~determining~~ factors which ~~may~~~~must~~ be taken into account when determining his/her child's placement.

During the school year, the ~~principal~~~~Superintendent~~ or designee may make any adjustments in class placement which he/she considers beneficial to the student or the educational program.

Legal Reference:

EDUCATION CODE

35020 Duties of employees fixed by governing board

35160 Authority of the board

51224.7 California Mathematics Placement Act of 2015

51228.1 Assignment to courses without educational content, grades 9-12

51228.2 Assignment to courses previously completed, grades 9-12

51228.3 Uniform complaint procedures; noncompliance with assignment limitations for grades 9-12

CODE OF REGULATIONS, TITLE 5

4600-4687 Uniform complaint procedures

Management Resources:

~~CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS~~

~~Elementary Makes the Grade!~~, 2000

WEB SITES

California Department of Education, Curriculum and Instruction: <http://www.cde.ca.gov/ci>

National Association for the Education of Young Children: <http://www.naeyc.org>

Policy HANFORD ELEMENTARY SCHOOL DISTRICT

adopted: May 16, 2001 Hanford, California

revised: May 5, 2004

revised: March 7, 2007

revised:

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORMTO: **Joy C. Gabler**FROM: **Jill Rubalcava** DATE: **May 13, 2017**FOR: ☒ Board Meeting
☐ Superintendent's CabinetFOR: ☒ Information
☐ ActionDate you wish to have your item considered: **May 24, 2017****ITEM:** BP 6161.11 Revisions**PURPOSE:** Receive information for BP 6161.11 Revisions**FISCAL IMPACT:** none**RECOMMENDATIONS:** Information Only—recommend approval at a future meeting.

Hanford ESD

Board Policy

Supplementary Instructional Materials

BP 6161.11

Instruction

The Governing Board encourages the use of supplementary instructional materials which are relevant to curriculum objectives and compatible with district goals and objectives. By using such materials, teachers can introduce content and instructional strategies that to enrich the curriculum, and enhance student learning, help students make critical judgments. Such materials shall be aligned with district goals, curriculum objectives, and stimulate their intellectual growth. academic standards and shall supplement and not supplant the use of Board-adopted basic instructional materials that serve as the primary learning resources.

~~Teachers shall carefully preview all supplementary instructional materials in order to ensure that, in their professional judgment, the materials are:~~

- ~~1. Directly related to the course of study in which they are being used~~
- ~~2. Appropriate for students' ages and maturity levels~~

~~Supplementary instructional materials must also be consistent with criteria developed for the selection and evaluation of other instructional materials. If the teacher believes that the materials may be in conflict with district criteria, the teacher shall confer with the principal or designee before using them.~~

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

Supplementary instructional materials include, but are not limited to, instructional materials that are designed to serve one or more of the following purposes: (Education Code 60010)

1. To provide more complete coverage of one or more subjects included in a given course
2. To meet the various learning ability levels of students in a given age group or grade level
3. To meet the diverse educational needs of students with a language disability in a given age group or grade level
4. To meet the diverse educational needs of students reflective of a condition of cultural pluralism
5. To use current, relevant technology that further engages interactive learning in the classroom and beyond

~~All materials must be used within legal copyright limits.~~

Supplementary instructional materials may be selected by the Superintendent or designee, school administrators, or teachers, as applicable, and obtained through donations to the district and/or available funding sources designated for these purposes.

As appropriate, supplementary instructional materials shall meet the criteria developed for the selection and evaluation of basic instructional materials as described in AR 6161.1 - Selection and Evaluation of Instructional Materials. Supplementary instructional materials shall be directly related to the course of study in which they are being used and shall be appropriate for the age and maturity level of the students.

The use or reproduction of supplementary instructional materials shall be in accordance with federal copyright law.

Films

~~When a teacher desires to show a film that has not been approved by the district or county for use in the grade level taught, the teacher shall~~ Supplementary Materials Aligned with Common Core Standards

To prepare district students to achieve the Common Core Standards in English language arts and mathematics and the English language development standards, as applicable, the Board may select supplementary instructional materials from the lists of materials determined by the State Board of Education (SBE) to be aligned with those standards. (Education Code 60605.86-60605.88)

The Board may approve supplementary instructional materials that are not on the lists approved by the SBE but which are aligned with the Common Core Standards provided that the materials comply with the evaluation criteria established by the SBE and Education Code 60050, 60060-60062, and 60226. The Board shall select content review experts who possess the qualifications specified in law to review and recommend such supplementary materials. The majority of the content review experts shall be teachers who are credentialed and/or authorized in the subject area they are reviewing and the remainder shall include appropriate persons from postsecondary educational institutions, school and district curriculum administrators, and other persons who are knowledgeable in the subject area. (Education Code 60605.86-60605.88)

Appropriateness of Materials

Whenever a district employee proposes to use a supplementary resource which is not included in the approved learning resources of the district, he/she shall preview the film material to determine whether, in his/her professional judgment it is, it is appropriate for the grade level taught and is consistent with district criteria for the selection of supplementary instructional materials. ~~All films must be appropriate for the curriculum and the students' ages.~~

~~If the teacher has any questions about how established district criteria apply to the film, he/she shall confer with the principal or designee before showing the film.~~

~~(cf. The employee shall confer with the Superintendent or designee as necessary to determine the compliance of the material with district criteria. The primary considerations should be the educational value, appropriateness, and relevance of the materials as well as the ages and maturity of the students.~~

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

~~(cf. (cf. 6142.1 - Family Life/Sex EducationSexual Health and HIV/AIDS Prevention Instruction)~~

~~(cf. 6144 - Controversial Issues)~~

Legal Reference:

EDUCATION CODE

233.5 Duty ~~re~~regarding instruction in morals, manners, and citizenship

18111 Exclusion of books by ~~Board of Trustees~~governing board

51510 Prohibited study or supplemental materials

51511 Religious matters properly included

51933 Sex education materials

60010 Definitions

60050 Social content review of instructional materials

60060-60062 Requirements of publishers

60200.7 Suspension of state instructional materials adoptions

60226 Learner verification of instructional materials

60400 Adoption of high school instructional materials

60605.8 Common Core Standards

60605.86-60605.88 Supplemental instructional materials aligned with Common Core Standards

60811.3 English language development standards

COURT DECISIONS

McCarthy v. Fletcher, ~~-(1989) 207 Cal. App. 3d 130~~

Fowler v. Board of Education of Lincoln County, (1978) 819 F.2d 657

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Standards for Evaluating Instructional Materials for Social Content, 2000

WEB SITES

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

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

Policy HANFORD ELEMENTARY SCHOOL DISTRICT
adopted: May 16, 2001 Hanford, California
revised:

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORMTO: **Joy C. Gabler**FROM: **Jill Rubalcava** DATE: **May 13, 2017**

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☒ Information
☐ Action

Date you wish to have your item considered: **May 24, 2017****ITEM:** AR 6162.51 Revisions**PURPOSE:** Receive information for AR 6162.51 Revisions**FISCAL IMPACT:** none**RECOMMENDATIONS:** Information Only—recommend approval at a future meeting.

Hanford ESD

Administrative Regulation

State Academic Achievement Tests

AR 6162.51

Instruction

The Superintendent or designee shall administer the California Assessment of Student Performance and Progress (CAASPP) to all district students at applicable grade levels, except those students exempted by law.

The district shall permit any locally funded charter school to administer the CAASPP to its students in coordination with the testing of district students. In addition, the Superintendent or designee shall arrange for the testing of students in any alternative education program or program conducted off campus, including, but not limited to, non-classroom based programs, continuation schools, independent study, community day schools, county community schools, juvenile court schools, or nonpublic, nonsectarian schools. No test shall be administered in a home or hospital except by a test examiner. (5 CCR 851)

~~On or before September 30~~ On or before July 1 of each year, the Superintendent or designee shall designate a district coordinator who shall oversee all matters related to the testing program and serve as the district representative and liaison with the test contractor and the California Department of Education (CDE). ~~The Superintendent or designee shall also designate a coordinator for each test site. The duties of the district and site test coordinators shall include those specified in 5 CRRCCR 857-858.~~ (5 CCR 857-858)

The Superintendent or designee also shall appoint trained test examiner~~administrator~~(s) to administer the ~~state assessments~~CAASPP achievement tests and test examiner(s) to administer the California Alternate Assessments. A test examiner shall be ~~an~~ a certificated or licensed employee ~~or contractor~~ of the district or, ~~for an alternate assessment for students with disabilities, shall be a certificated or licensed employee of the school, district, or~~ county office of education. - (5 CCR 850)

As appropriate, the Superintendent or designee shall assign a specially trained district employee to serve as a test proctor to assist the test examiner; a specially trained district employee, or other person supervised by a district employee, to serve as a translator to translate the test directions into a student's primary language; and a district employee to serve as a scribe to transcribe a student's responses to the format required by the test. A student's parent/guardian or sibling shall not be eligible to be that student's translator or scribe. (5 CCR 850)

~~Test coordinators, examiners, proctors, translators, and scribes shall sign a test security agreement or affidavit. (5 CCR 859)~~

All test administrators, test examiners, proctors, translators, scribes, district and site test coordinators, and other persons having access to any of the CAASPP achievement tests and

corresponding test materials, assessment technology platform, or tests administered pursuant to Education Code 60640 shall acknowledge the limited purpose of their access to the achievement tests by signing a test security affidavit. In addition, all district and site test coordinators shall sign a test security agreement before receiving any CAASPP achievement tests and corresponding test materials. The test security affidavit and test security agreement shall be those set forth in 5 CCR 859. (5 CCR 850, 859)

Tests Included in the State Assessment System

The district shall administer the following CAASPP assessments: (Education Code 60640; 5 CCR 851.5)

1. ~~The Smarter Balanced Assessment Consortium assessments~~1. The CAASPP achievement tests for English language arts and mathematics in grades 3-8 and 11, except that:

a. Recently arrived English learners, defined pursuant to Education Code 60603 as English learners who are in their first 12 months of attending a school in the United States, shall be exempted from taking the English language arts assessment to the extent allowed by federal law. A recently arrived English learner may be administered the test upon request by his/her parent/guardian.

b. Students with disabilities who are unable to participate in ~~these~~the English language arts and mathematics assessments, even with the resources described in the section "Testing Variations" below, ~~may~~shall be provided an alternate test when designated in accordance with their individualized education program (IEP), as provided in item #3 below.

2. Science assessments at grades 5, 8, and 10

However, students with disabilities who are unable to participate in the science assessments, even with the resources described in the "Testing Variations" section below, shall be provided an alternate test when designated in their IEP, as provided in item #3 below.

3. For students with disabilities who are unable to take the tests specified in items #1-2 above, even with appropriate accommodations or other testing resources, and who have an IEP that designates the use of alternate tests at the applicable grade levels:

a. California Alternate Assessment in English language arts and mathematics for students with significant cognitive disabilities

b. For the science assessment, either the California Modified Assessment or, for students with significant cognitive disabilities, the California Alternate Performance Assessment ~~or California Modified Assessment, in accordance with the student's IEP~~

In addition, the Superintendent or designee may administer a primary language assessment to English learners ~~in grades 2-11.~~ Administration of this test shall not replace the administration

of the above tests, administered in English, to English learners. (Education Code 60640)

The primary language assessment also may be used to assess students in a dual language immersion program who are not limited English proficient or who are redesignated fluent English proficient, subject to approval by the California Department of Education (CDE) of an agreement between the district and the state testing contractor. (Education Code 60640)

Exemptions

Each year the Superintendent or designee shall notify parents/guardians of their child's participation in the CAASPP and of the provisions of Education Code 60615 related to exemptions from testing. (5 CCR 852)

(cf. 5145.6 - Parental Notifications)

A parent/guardian may annually submit to the school a written request to excuse his/her child from any or all parts of the CAASPP assessments for the school year, and such a request shall be granted by the Superintendent or designee. However, district employees shall not solicit or encourage any exemption request on behalf of any student or group of students. (Education Code 60615; 5 CCR 852)

If a parent/guardian submits an exemption request after testing has begun, any test(s) completed before the request is submitted will be scored and the results reported to the parent/guardian and included in the student's records. (5 CCR 852)

Testing Period

The Superintendent or designee shall establish testing days for district students within the following available testing windows: (5 CCR 855)

1. Assessments in English language arts and mathematics shall ~~not~~ be administered ~~until~~between the date on which at least 66 percent of the school's or track's annual instructional days ~~have been completed~~ for grades 3-8, or at least 80 percent of the annual instructional days for grade 11, ~~and may continue up to and including have been completed and~~ the last day of instruction for the regular ~~school~~annual calendar of the school or track.
2. ~~Alternate assessments for students with disabilities and All~~ science assessments ~~for all students, including CAPA and CMA,~~ shall be administered during ~~aan~~ available testing window of 25 instructional days that includes 12 instructional days before and after completion of 85 percent of the school's, or track's, ~~or program's~~ annual instructional days.
3. Beginning in the 2016-17 school year, the CAA shall be administered during the available testing windows specified in item #1.
4. The primary language assessment shall be administered to English learners within the testing window specified in item #2.

Students who are absent during testing shall be provided an opportunity to take the tests within the testing window.

Testing Variations

~~Assessments~~ CAASPP achievement tests and the primary language test shall be administered in accordance with the manuals or other instructions provided by the test contractor ~~and/or~~ CDE; except that, as appropriate, ~~students may be provided universal tools, designated supports, and/or accommodations during the following testing that are specifically allowed pursuant to 5 CCR 853.5 or 853.7. variations may be used:~~ (5 CCR 850, 853.5, 853.78)

1. Universal tools specified in 5 CCR 853.5 may be used with any student.

2. Designated supports specified in 5 CCR 853.5 and, if an English learner, in 5 CCR 853.7, may be used with a student for whom the need has been indicated by an educator or team of educators, with parent/guardian and student input as appropriate, or for whom the need is specified in the student's IEP or Section 504 plan.

3. Accommodations specified in 5 CCR 853.5 may be used with a student with disabilities when included in the student's IEP or Section 504 plan as resources that are regularly used in the classroom for the student's instruction and/or assessment(s). Such accommodations ~~provided to~~ shall be either utilized in the assessment environment or consist of changes in procedures or materials that increase equitable access during the assessment.

~~If a~~ 4. An unlisted resource that has not been specifically identified in 5 CCR 853.5 as an approved universal tool, designated support, or 853.7 but accommodation may be used with a student who has an IEP or Section 504 plan provided that the resource is one that is regularly used by a student in the classroom for instruction and/or assessment and the CDE has approved its use. At least 10 business days prior to the student's first day of CAASPP testing, the district or school site test coordinator may electronically submit a written request to the CDE for approval to use that individualized aid. He/she shall submit the request at least 10 business days prior to the student's first day of CAASPP testing. unlisted resource during that year. If the CDE determines that the unlisted resource changes the construct being measured, the unlisted resource may nevertheless be used with the student in order to generate an individual score report even though the student shall not be counted in the participation rate for accountability measures. (5 CCR 853.8)

In the administration of the CAA to a student with significant cognitive disabilities, the student may have all instructional supports that may be used in daily instruction or assessment, including language and physical supports, with the exception of any inappropriate test practices listed in test administration manuals. (5 CCR 850, 853.56)

Report of Test Results

For any state assessments that produce valid individual student results, the Superintendent or

designee shall forward or transmit the student's test results to his/her parents/guardians within 20 working days from receipt of the results from the test contractor or, if the district receives the results from the contractor after the last day of instruction for the school year, then within the first 20 working days of the next school year. The report shall include a clear explanation of the purpose of the test, the student's score, and its intended use by the district. An individual student's scores shall also be reported to his/her school and teacher(s) and shall be included in his/her student record. (Education Code 60641; 5 CCR 863)

(cf. 5125 - Student Records)

With parent/guardian consent, the Superintendent or designee may release a student's test results to a postsecondary educational institution for the purposes of credit, placement, determination of readiness for college-level coursework, or admission. (Education Code 60641)

The Superintendent or designee shall present districtwide, school-level, and grade-level results to the Governing Board at a regularly scheduled meeting. The Board shall not receive individual students' scores or the relative position of any individual student. (Education Code 49076, 60641)

Regulation HANFORD ELEMENTARY SCHOOL DISTRICT

approved: July 17, 2002 Hanford, California

revised: September 5, 2007

revised: May 7, 2008

revised: May 20, 2009

revised: October 8, 2014

revised: September 9, 2015

revised

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORMTO: **Joy C. Gabler**FROM: **Jill Rubalcava** DATE: **May 13, 2017**FOR: ☒ Board Meeting
☐ Superintendent's CabinetFOR: ☒ Information
☐ ActionDate you wish to have your item considered: **May 24, 2017****ITEM:** AR/BP 6162.6 Revisions**PURPOSE:** Receive information for AR/BP 6162.6 Revisions**FISCAL IMPACT:** none**RECOMMENDATIONS:** Information Only—recommend approval at a future meeting.

Hanford ESD

Board Policy

Use Of Copyrighted Materials

BP 6162.6

Instruction

~~All district staff shall adhere to the provisions of the federal copyright law and maintain the highest ethical standards in using copyrighted materials. The district shall provide no legal support to any employee who violates the copyright law. Willful infringement of this law by students or staff may result in disciplinary action.~~

~~The Board of Trustees recognizes that computer software piracy contributes to higher costs and decreases commercial incentives for the development of quality educational computer software. In circumstances where the interpretation of the copyright law is ambiguous, the district shall determine appropriate use of computer software by referring to the license agreement and/or policy statements contained in the software packages used in the district. Computer related instruction for students and staff shall address the ethical and practical problems caused by software piracy.~~

The Governing Board recognizes that district staff and students may use a variety of copyrighted materials in the educational program and other district operations. When such materials have not been purchased by the district for the intended use, the Board expects staff and students to respect the protections afforded by federal law to the copyright owners of those materials and respect any limitations by the copyright holder to the license of such materials.

Any literary, musical, dramatic, choreographic, pictorial, graphic, sculptural, audiovisual or motion picture, sound, architectural, or other original work shall be assumed to be a copyrighted work, regardless of whether the work appears in print, audio, video, electronic, or other fixed and tangible form.

Before reproducing a copyrighted material for instructional or other district purposes, a staff member shall determine if the material is in the public domain or if the intended use of the material meets the criteria for fair use or another exception pursuant to 17 USC 107-122. If the material is not in the public domain or no recognized exception applies, the staff member shall seek permission of the copyright holder before using the material.

The Superintendent or designee shall be the only individual who may sign license agreements for software for district schools. Each school using licensed software inform staff that inclusion of an attribution citing the author and source of a copyrighted material does not absolve the staff member from the responsibility to either obtain permission or satisfy criteria for fair use or another exception.

If a staff member is uncertain as to whether the intended use of the material meets the criteria for fair use or another exception, he/she shall take the safest course and seek permission from the

copyright holder to use the material or, if it is impracticable to obtain permission, shall ~~have a signed copy of the software agreement~~ contact the Superintendent or designee for clarification and assistance.

Students shall not copy or distribute copyrighted works to others. Staff members shall take reasonable precautions to prevent copying or the use of unauthorized copies on school equipment.

The Superintendent or designee shall ~~maintain regulations to discourage violation of all~~ensure that staff and students receive information and training about copyright laws and ~~prevent illegal copying activities~~the penalties for violating such laws.

Legal Reference:

EDUCATION CODE

35182 Computer ~~Softwares~~software

UNITED STATES CODE, TITLE 17

101-122 Subject matter and scope of copyright, especially:

102 Definitions

106 Copyright protection

107 Fair use of copyrighted works

110 Limitations on exclusive rights: Exemption of certain performances and displays

504 Penalties for copyright infringement

COURT DECISIONS

Cambridge University Press et al. v. Becker et al. (N.D. Ga. 2012) 863 F.Supp.2d 1190

Campbell v. Acuff-Rose Music, Inc., (1994) 510 U.S. 569

Marcus v. Rowley, (9th Cir., 1982) 695 F.2d 1171

Management Resources:

NATIONAL SCHOOL DISTRICTBOARDS ASSOCIATION PUBLICATIONS

Copyright Law: Do Schools Need a License to Show a Movie?, School Law Review, July 2010

U.S. COPYRIGHT OFFICE PUBLICATIONS

Circular 21: Reproduction of Copyrighted Works by Educators and Librarians, rev. 2009

Circular 22: How to Investigate the Copyright Status of a Work, rev. 2013

Circular 23: The Copyright Card Catalog and the Online Files of the Copyright Office, rev. 2012

WEB SITES

Copyright Society of the USA: <http://www.csusa.org>

National School Boards Association: <http://www.nsba.org>

University of California, Copyright Education:

<http://copyright.universityofcalifornia.edu/usingcopyrightedworks.html>

U.S. Copyright Office: <http://www.copyright.gov>

Policy HANFORD ELEMENTARY

adopted: May 16, 2001 Hanford, California

revised:

Hanford ESD

Administrative Regulation

Use Of Copyrighted Materials

AR 6162.6

Instruction

~~Each employee making a reproduction shall first determine whether the copying is permitted by law based on the guidelines below. If the copying is not permitted according to these guidelines, the principal/designee may request permission to reproduce the material from its copyright holders.~~

~~Requests for permission to use copyrighted materials shall include-~~

Prior to reproducing, distributing, displaying, posting, performing, or otherwise using a copyrighted material for an instructional purpose or in the course of other district business, district staff shall determine whether it is necessary to request permission of the copyright holder. Unless the staff member is reasonably certain that the material is in the public domain or the intended use meets the criteria for an exception specified in 17 USC 107-122 and this administrative regulation, he/she shall either obtain permission from the copyright holder or avoid use of the material. In addition, permission of the copyright holder shall be requested whenever district staff intend to publicly disseminate a copyrighted work, such as by posting on the district or school web site or using another method of communications accessible to the public.

Any reproduction or other use of a copyrighted work shall include the copyright notice.

District staff shall not reproduce and distribute copyrighted works of any type in any of the following circumstances:

1. When the copyrighted work is a "consumable" work such as a workbook, standardized test, answer sheet, or similar material
2. To substitute for the purchase of the work
3. To create, replace, or substitute for anthologies or collective works

Request for Permission to Use Copyrighted Material

As necessary, district staff desiring to use a copyrighted material shall identify and contact the copyright holder to request permission to use the material. The request shall include the following information:

1. Title, author(s), editor(s) or publisher, producer(s) or distributor-

2. Edition, copyright, and/or production year:
3. Exact amount of material to be used ~~(i.e., such as the number of~~ lines, pages, ~~running time, etc.)~~ or chapters or percentage of the work
4. Nature of the use ~~(i.e., how many times, when and with whom the material, such as the course in which it will be used),~~ the grade level of the students, the number of students, and the frequency of use
5. ~~Number of copies to be made.~~
6. ~~How the material will be reproduced,~~ and distributed

If the copyright holder requires a fee to grant permission, district staff shall seek approval from the Superintendent or designee prior to incurring the cost.

Criteria for Fair Use

In considering whether a copyrighted work may be used without the copyright holder's permission on the grounds that the intended use is "fair use" pursuant to 17 USC 107, including reproduction in copies, phonorecords, or any other reproductive form for purposes such as criticism, comment, news reporting, teaching (including multiple copies for classroom use), scholarship, or research, district staff shall consider all of the following factors: (17 USC 107)

1. The purpose and character of the use, including whether the use is of a commercial nature or for nonprofit educational purposes

2. 7. If an initial contact was made by phone, the request shall also include the name of the initial contact person.

~~The following guidelines differentiate between permitted and prohibited uses of printed material, sheet and recorded music, videotapes, films, filmstrips or slide programs, off-air taping (radio or television), and computer software.~~

Printed Materials

Permitted Uses:

1. ~~Single copies at the request of an individual teacher:~~

~~a~~The nature of the copyrighted work

3. The amount and substantiality of the portion used in relation to the copyrighted work as a whole

4. The effect of the use upon the potential market for or value of the copyrighted work

Any determination of fair use shall weigh together all the factors specified in items #1-4 above in addition to any applicable guidelines presented in this administrative regulation for specific types of copyrighted works.

Guidelines for Copying Text

Staff may reproduce text from a copyrighted work from a printed resource, the Internet, or other source, without permission from the copyright holder, under the following conditions:

1. A single copy of a chapter of a book-

~~b. An~~ article from a ~~magazine~~periodical or newspaper,-

~~c. A~~ short story, short essay ~~or~~ short poem, ~~whether or not from a collective work-~~

~~d. A~~ chart, graph, diagram, drawing, cartoon ~~or a picture from a book, magazine or newspaper, or picture may be made by or for a teacher for his/her scholarly research or use in teaching or preparation to teach a class.~~

~~2. _____~~

2. Multiple copies ~~at the request of an individual teacher for classroom use~~, not to exceed one copy per student in a course, may be made by or for a teacher for classroom use or discussion, provided that:

~~a. Aa. The amount to be copied does not exceed:~~

~~(1) 250 words for a complete poem if less than 250 words and if printed on not more than two pages-~~

~~b. Anor excerpt from a longer poem, not to exceed 250 words-~~

~~c. A(2) 2,500 words for a complete article, story, or essay of less than 2,500 words-~~

~~d. An (2) 1,000 words or 10 percent of the whole (with a minimum of 500 words), whichever is less, for an excerpt from a larger prose work not to exceed 10 percent of the whole or 1,000 words, whichever is less, but in any event a minimum of 500 words-~~

~~e.(4) One illustration (e.g., chart, graph, diagram, cartoon, or picture) per book or magazineperiodical issue-~~

b. The copying is for only one course in the school.

c. With the exception of newspapers and other news periodicals, not more than one work is copied from the same author per term, not more than three works are copied from the same collective work or periodical volume per term, and there are no more than nine instances of multiple copying per course per term.

d. ~~All preceding copies must bear the copyright notice. They may be made only at the discretion of the individual teacher on occasions when a~~ A delay to request permission from the copyright holder would preclude ~~their~~the most effective instructional use. ~~Copying may not be used to replace purchase of books, anthologies or collected works~~ of the material.

Guidelines for Reproducing Sheet and Recorded Music

Permitted Uses:

District staff may reproduce sheet music and recorded music without permission from the copyright holder under the following conditions:

1. Emergency copies may be made when purchased copies needed for an imminent performance are ~~permitted~~not available, provided ~~they are replacing purchased copies and that~~ replacement ~~is planned~~copies shall be purchased in due course.

2. ~~Multiple~~

2. Single or multiple copies (one per student) of excerpts not constituting an entire-performable unit or more than 10% of the total work of works may be made for academic purposes other than performances, provided that the excerpt does not constitute an entire performable unit (e.g., a section, movement, or aria), no more than 10 percent of the total work is used, and the number of copies made does not exceed one per student.

3. ~~Purchased sheet music~~3. Printed copies that have been purchased may be edited or simplified provided that the character of the work is not distorted ~~or~~and lyrics are not added or altered.

4. A single copy of a recorded performance by students may be ~~retained by the district or individual teacher~~made for evaluation or rehearsal purposes.

5. A single copy of recordings of copyrighted music owned by the district or individual teacher may be made ~~and retained~~ for the purpose of constructing exercises or examinations.

Guidelines for Performing or Displaying Copyrighted Works

In the course of face-to-face instruction in a classroom or similar place devoted to instruction, teachers or students may recite, render, play, dance, act, or show a copyrighted work either directly or by means of any device or process or, in the case of a motion picture or other audiovisual work, show its images in any sequence or to make the sounds accompanying it audible, provided that: (17 USC 101, 110)

1. The performance or display is given by means of a lawfully obtained copy of the work.
 2. The performance or display is made by, at the direction of, or under the actual supervision of a teacher as an integral part of a class session.
 3. The performance or display is directly related and of material assistance to the teaching content of the transmission.
 4. The transmission is limited to students enrolled in the course or to Governing Board members or employees as part of their official duties or employment.
- 5.6.——A single copy of an excerpt that constitutes an entire performable unit (i.e., a movement or aria) may be made, provided it is either:

a.——Confirmed by the copyright proprietor to be out of print, or

b.——Unavailable except in a larger work. This may be done by or for a teacher only for scholarly research or in preparation for teaching a class.

If the work is to be digitally transmitted, the district has applied technological protections that reasonably prevent retention of the work in accessible form for longer than the class session and the unauthorized further dissemination of the work.

Any use of a motion picture or other audiovisual work outside the curriculum, such as for entertainment, a school or class reward, or a fundraiser, shall require permission from the copyright holder or a special viewing license.

Guidelines for Recording Broadcast Programming

Teachers may make recordings of television programs

1. A single copy of a portion of a sound recording may be made by or for a student, i.e., a song from a record, but not the entire recording. The copy may be used in the educational context in which it was made and may not be sold or performed for profit.

2. All copies made will include the copyright notice on the document and will not be made to replace purchase of music, collections or anthologies.

Videotapes, Films, Filmstrips or Slide Programs

Permitted Uses:

1.——A single copy of a portion of a copyrighted film or filmstrip may be made by a student for educational purposes if the material is owned by the school which the student attends.

2.——A single copy of a small portion of a film or filmstrip may be made by or for a teacher for scholarly or teaching purposes.

3. ~~Selected slides may be reproduced from a series if reproduction does not exceed 10% of the total or excerpt the essence of the work.~~

4. ~~A slide or overhead transparency series may be created from multiple sources as long as creation does not exceed 10% of photographs in one source (book, magazine, filmstrip, etc.). This may not be done when the source forbids photographic reproduction.~~

5. ~~A single overhead transparency may be created from a single page of a "consumable" workbook.~~

6. ~~Sections of a film may be excerpted for a local videotape (not to be shown over cable) if they do not exceed 10% of the total or excerpt the essence of the work. Extreme care must be exercised in copying a small portion of a film or filmstrip; small portions may contain the very essence of the material in question.~~

~~Radio—Off-Air Taping~~

~~Permitted Uses:~~

1. ~~A single copy of a small portion of a copyrighted radio program may be made by a student for educational purposes. Such a copy may not be sold or performed for profit.~~

2. ~~Copies of broadcasts by national public radio may be made by district employees and retained for an indefinite period~~use in a classroom for educational purposes under the following conditions:

~~Television—Off-Air Taping~~

~~Permitted Uses:~~

1. ~~A broadcast program may be recorded off-air simultaneously with broadcast transmission (including simultaneous cable retransmission) and retained for a period not to exceed 45 days. All off-air recordings shall be erased or destroyed at the end of the retention period. Broadcast programs are television programs transmitted for reception by the general public without charge.~~

2. ~~Off-air recordings~~1. Only programs provided to the public free of charge may be recorded and shown. Any use of programming from paid television services shall require permission of the copyright holder.

1. The recording may be shown only during the first 10 consecutive school days after it is made. It may be used once by an individual teacher~~teacher~~in the course of relevant teaching activities and may be repeated once only when instructional reinforcement is necessary. These recordings may be shown in classrooms and similar places devoted to instruction within a single building, cluster, or campus, as well as in the homes of students receiving formalized home instruction, during the first 10 consecutive school days in the 45-calendar-day retention period.

~~3. Off-air recordings may be made only at the request of individual teachers, for use by those teachers. No broadcast program may be recorded off-air more than once at the request of the same teacher, regardless of the number of times the program may be broadcast.~~

~~4. 2. A limited number of copies may be reproduced from each off-air recording to meet the legitimate needs of teachers under these guidelines. the teacher. Each such additional copy shall be subject to all the provisions governing the original recording.~~

~~5. After 3. The recording may be retained for 45 calendar days after it is made and then shall be erased or destroyed. However, after the first 10 consecutive school days, off-air recordings the recording may only be used up to the end of the 45 calendar day retention period only for teacher evaluation purposes; i.e., to determine for purposes of determining whether or not to include the broadcast program in the teaching curriculum; they may. If the teacher decides to keep the program for use in the curriculum, he/she shall request permission from the copyright owner.~~

~~4. Off-air recordings need not be used for student exhibition or any other non-evaluation purpose without authorization in their entirety, but the content of recorded programs may not be altered.~~

~~6. All copies of off-air recordings shall include the copyright notice on the broadcast programs as recorded.~~

Guidelines for Copying Computer Programs or Software Copyright

Permitted Uses:

District staff shall observe all licensing agreements between vendors and the district, including monitoring the number of users permitted by an agreement. Unless the applicable licensing agreement authorizes multiple users of a single computer program or software, the district shall not make multiple copies.

Copies of district-owned software may be made only when: under either of the following conditions: (17 USC 117)

1. The copy is needed as an essential step in using the computer program with a particular machine. ~~This copy is to be used in no other way.~~

2. The copy is used for archival or "backup" purposes only. This copy may be held only as a file copy and must be destroyed ~~when in the event that continued possession of the program is no longer rightfully owned by the district ceases to be rightful~~, unless the copyright owner authorizes its sale, lease, or transfer as part of the sale, lease, or transfer of the original program. ~~— (17 USC 117)~~

| Regulation HANFORD ELEMENTARY SCHOOL DISTRICT
approved: May 16, 2001 Hanford, California
revised:

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 05/15/2017

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☒ Information
☐ Action

Date you wish to have your item considered: 05/24/2017

ITEM:

Receive the following Administrative Regulation for information:
AR 3600 – Contract Procedures

PURPOSE:

The attached Administrative Regulation is being revised to increase the amount of a contract that would require board approval.

FISCAL IMPACT:

None.

RECOMMENDATIONS:

Consider adoption of the following Administrative Regulation at the next board meeting:
AR 3600 – Contract Procedures

Hanford ESD

Administrative Regulation

Consultant

AR 3600

Business and Noninstructional Operations

Contract Procedures

The following procedures shall be followed when contracting for consultant services. Consultants may be used when it is clear they can provide valuable and necessary specialized services not normally required on a continuing basis and which cannot be provided by district personnel because of limitations of time, experience, or knowledge. Consultants as used in this policy, are individuals, firms or organizations employed to provide specific technical or training services, or professional, or expert advice, opinion, or guidance.

1. Upon establishing the need for consultant services (for any type of service), contact the appropriate Department Head to determine whether there is anyone in the District or County Office of Education qualified to provide these services.
2. If no local or County Office resources are available, then steps may be taken by the Principal or Department official to contact outside persons or agencies to provide these needed services. If the person considered for the service is not an independent contractor, the Human Resources Department must be contacted to determine whether the service must be secured through a temporary employment contract or a consultant contract (IRS rule).
3. Upon selecting a desired consultant, specific details shall be developed by the school principal or department official involving dates, fees, purpose of the service (such as its educational value), whether expenses are to be paid in addition to the fee, etc.
4. Contract Format: The HESD Consultant Contract form (ADM-009) must be used when possible. If an outside agency's contract or agreement is used, it must be approved as to form by County Counsel before services can be contracted.
5. Contract Contents - The Consultant Contract must contain the following:
 - a. Time of proposed services: Steps 6 through 9 must be completed prior to commencement of the consultant services: Allow at least two weeks if Board approval is not required (less than \$~~5,000~~~~1,500~~) at least four weeks if Board approval is required (\$~~5,000~~~~1,500~~ or more)
 - b. Description of service: If this is a new service, the description must consist of at least 100 words (IRS rule)
 - c. Purpose Fee

- e. Itemized expenses (transportation, housing, meals, etc.)
- f. Budget account number(s)
- g. Consultant's signature

Note: HESD officials are not to sign the contract until steps 6 and, if applicable, step 7 have been completed.

6. Administrative Approvals:

- a. The contract with the above information must be submitted to the appropriate Department Head for approval.
- b. If project funding is being used to pay for any part of the costs, the contract must be submitted to the Director in charge of project funding for approval.

7. Board Approval:

Contracts for ~~\$5,000~~^{\$5,000+} or more must be approved by the Board of Trustees. The Principal or Department Head must prepare a Board agenda item and forward it with the consultant contract to the Superintendent for approval at the next regularly scheduled board meeting.

8. Upon Board approval, if applicable, the Principal/Department Head signs the completed and approved contract and submits the original copy, bearing all necessary signatures, to Fiscal Services. The remaining copies of the contract are to be distributed as follows:

Yellow Copy: Consultant Pink Copy: Originator

Gold Copy: Principal/Department Head

9. Fiscal Services will review consultant contracts to determine whether background checks in accordance with the Montoya law are required and IRS rules are met.

Regulation	HANFORD ELEMENTARY SCHOOL DISTRICT
approved:	March 2, 2000 Hanford, California
revised:	May 16, 2001

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Board of Trustees

FROM: Joy C. Gabler

DATE: May 12, 2017

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: May 24, 2017

ITEM: Consider adopting Resolution #30-17: 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 Lupe Hernandez was unable to attend the May 10, 2017 meeting due to illness.

FISCAL IMPACT: Not to exceed \$250.

RECOMMENDATIONS: Adopt Resolution #30-17.

**HANFORD ELEMENTARY SCHOOL DISTRICT
RESOLUTION # 30-17
Board of Trustees
Hanford Elementary School District**

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

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

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

1. Board Member Lupe Hernandez was absent from the Hanford Elementary School District's regular board meeting held May 10, 2017 due to:

- ☐ performing services outside the meeting for the school district
- ☒ illness
- ☐ jury duty
- ☐ hardship deemed acceptable by the board

2. Said Board Members shall be paid for the meeting.

PASSED AND ADOPTED THIS 24th day of May, 2017 at a regular meeting, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Robert "Bobby" Garcia, President

Jeff Garner, Vice-President

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 May 10, 2017.

☐ 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: Lupe Hernández

Board Member Signature:  Date: 5-12-17

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Karen McConnell

DATE: April 26, 2017

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: May 24, 2017

ITEM: Memorandum of Understanding (MOU) between Teresa A. Jaquez, LMFT and Hanford Elementary School District.

PURPOSE: This Memorandum of Understanding between Teresa A. Jaquez, LMFT and Hanford Elementary School District for the purpose of funding and providing educationally related mental health services to specified students with exceptional needs.

FISCAL IMPACT: Fees for these services are addressed on page 2 of the MOU. Costs paid via Prop 98 - Resource 6512 budget.

RECOMMENDATIONS: Approve

MEMORANDUM OF UNDERSTANDING

between
Teresa A. Jaquez, LMFT
and
Hanford Elementary School District

This Memorandum of Understanding (MOU) is made and entered into with Teresa A. Jaquez, LMFT (JAQUEZ), the provider of Mental Health Services and Hanford Elementary School District (HESD). The parties have entered into this MOU for the purpose of funding and providing individualized education program (IEP) driven educationally related mental health services to specified HESD students with exceptional needs.

Now, therefore, in consideration of the covenants, conditions, agreements, and stipulations set forth herein, the parties agree as follows:

1. Scope of Services.

- a. JAQUEZ shall participate as a member of the IEP team for students who are identified as needing educationally relevant counseling and guidance necessary for the student to make educational progress. JAQUEZ shall work jointly in the development of assessments with the HESD staff, provide services as determined by the IEP team, write and monitor appropriate goals on the students IEP as outlined in the IEP, provide services as indicated monitor the student's progress in the IEP and report such progress to HESD administration.
- b. JAQUEZ will provide monthly logs of service to HESD outlining service provisions provided to each student served by JAQUEZ.
- c. JAQUEZ agrees to provide the educationally relevant counseling and guidance services at the school the student attends.
- d. HESD agrees to provide a confidential location at the school site for individual and/or group counseling.
- e. HESD will provide access to its wireless network and Special Education Information System (SEIS), however, hardware will be the responsibility of JAQUEZ. JAQUEZ and any of their employees who will access the District's wireless network and SEIS review, sign, and comply with HESD's "Acceptable Use Policy."
- f. JAQUEZ will provide certification to HESD to demonstrate its qualifications as a Non-Public Agency through the California Department of Education.
- g. JAQUEZ will provide documentation to HESD demonstrating the eligibility of all its employees to be on school sites (finger print checks) and having recent TB clearance.
- h. HESD will determine the numbers of students to be served under this MOU and locations of service for each student.

2. Service Specifications. JAQUEZ shall provide educationally relevant counseling and guidance services as determined by the IEP team to students and their families including the following services as negotiated by all parties:

- a. Assessments
- b. Individual counseling
- c. Group counseling
- d. Parent counseling/training
- e. Case management/consultation services

3. Compensation/Billing. An accounting/invoice shall be submitted to HESD by JAQUEZ monthly for each student indicating the school district of residence; student's date of birth; the nature of the services provide; the total minutes per session and the total sessions; dates on which services were rendered; the revenue received; and the net and/or unreimbursed cost for IEP-driven educationally relevant counseling and guidance services due and payable to JAQUEZ. The compensation shall be paid within thirty (30) business days after receipt of invoice.
4. Rate of Service. HESD and JAQUEZ agree to \$120.00 per hour (flat rate) of billing for all services rendered under this agreement.
5. Effective Date and Duration. The MOU and the obligations hereunder shall be effective upon signatures and dates of all parties. The agreement and the scope of services under this MOU will cover all services rendered as of July 1, 2017 shall remain in effect until June 30, 2018.
6. Termination of MOU for Convenience of Either Party. Any party may terminate this MOU at any time by giving to the other party thirty (30) days written notice of each termination. Termination for convenience shall be effective at 11:59 p.m., Pacific Standard Time on the intended date for termination (the "Termination Date"). The terminating party shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. JAQUEZ shall be paid for all services satisfactorily completed at the rates stated above and not previously paid through payments prior to the effective date of said termination.
7. Termination of MOU for Cause. If either party fails to perform its duties under this MOU or if either party breaches any of the material terms or provisions of the MOU, then the non-breaching party shall have the right to terminate this MOU effective immediately upon giving written notice to the breaching party. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. If the termination for cause is defective for any reason, including, but not limited to, reliance on erroneous facts concerning performance or any defect in notice thereof, then the maximum liability shall not exceed the amount payable to JAQUEZ under Paragraph 4 above.
8. Entire Agreement and Modification. This MOU supersedes all previous agreements and constitutes the entire understanding of the parties hereto. All parties specifically acknowledge that in entering into and executing this MOU that they shall rely solely upon the provisions contained in this MOU.
9. Enforceability. If any term, covenant, condition, or provision of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.
10. Employment Status. JAQUEZ and its officers, employees, or agents shall, during the entire term of the MOU, be construed to be an independent contractor and nothing in this MOU is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow LEA to exercise direction or control over the professional manner in which JAQUEZ performs the services which are the subject matter of this MOU. JAQUEZ understands and agrees that its employees shall not and will not be eligible for membership in for any benefits from any LEA group plan for hospital, surgical, or medical insurance, or for membership in any LEA retirement program, or for paid vacation, sick leave or other leave, with or without pay, or for any other benefit which accrues to a LEA employee.

11. Warranty of JAQUEZ. JAQUEZ warrants that JAQUEZ and each of the personnel employed or otherwise retained by JAQUEZ for services performed pursuant to this MOU are properly certified and licensed under the laws and regulations of the State of California to provide the special services herein agreed to. Mental health services shall be provided in a manner consistent with all applicable standards and regulations governing such services. Staff will be either a Licensed Married and Family Therapist, or a Licensed Social Worker, or will be a Masters Level Counselor, or Social Worker with a Pupil Personnel Services Credential. JAQUEZ also warrants that all of its employees are covered by a current liability insurance policy during the term of this MOU.
12. California Law and Venue. It is agreed this MOU shall be governed by the laws of the State of California. This MOU is made, executed, and performed in the County of Kings.
13. Indemnification.
 - a. Each party agrees to defend, hold harmless, and indemnify the other party's (and the other party's officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses, losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including, but not limited to, personal injury, death at any time, and property damage) arising out of or made necessary by: (a) the indemnifying party's breach of the terms of this MOU, (b) the act or omission of the indemnifying party, its employees, officers, agents, and assigns in connection with the performance of this MOU, and (c) the presence of the indemnifying party, its officers, employees, agents, assigns, or invitees on the other party's premises.
 - b. In the event of any action or proceeding is brought against any party by reason of any claim or demand discussed in this section, upon notice, the indemnifying party shall defend the action or proceeding at the indemnifying party's expense, through counsel reasonably satisfactory to the other party or parties. The obligation to indemnify set forth in this section shall include reasonable attorneys' fees and investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand is made.
 - c. The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage determined by an arbitrator or court of competent jurisdiction to be caused by the sole active negligence or willful misconduct of the other party, its officers, employees, trustees, or agents.
 - d. These indemnification obligations shall survive the expiration and/or termination of this MOU.
14. Confidentiality. Services provided by JAQUEZ are confidential in nature. All mental health records shall be maintained by JAQUEZ and not shared with HESD or their officers, agents, or employees, except as authorized by law. Confidential information obtained by HESD or its officers, agents, or employees, in the course of receiving services and/or residential placements under this MOU may not be disclosed except as authorized by law or unless HESD secures prior written authorization from JAQUEZ. HESD and their officers, agents, and employees, agree to obey all applicable laws and regulation, including without limitation the provisions of the Health Information Portability and Accountability Act, the Public Health Service Act (42 U.S.C. Section 290ee-3), Title 42 of the Code of Federal Regulations, any other applicable Federal, State, or local laws, regulations, directives, or guidelines. All student records by HESD are confidential as provided for by the California Education Code and the Federal Educational Rights and Privacy Act. JAQUEZ agrees to have all of its employees abide by these confidentiality laws regarding student records.

15. Third Party Rights. Nothing in this MOU shall be construed to give any rights or benefits to anyone other than JAQUEZ and HESD.
16. Integration. This MOU represents the entire understanding of JAQUEZ and HESD as to those matters contained herein and supersedes and cancels any prior oral or written understanding, promises, representations, or agreement(s) with respect to those matters covered hereunder. This MOU may not be modified or altered except in writing and signed by all the parties hereto.
17. Legal Compliance. Each party shall comply with all laws as may be applicable for the provision of services within the scope of this MOU, and within the State and Federal audit compliance requirements as set forth by the State Department of Mental Health and Federal regulations.
18. Records.
 - a. JAQUEZ shall keep complete accurate records as required by law for the services performed pursuant to this MOU. Those records shall only be releasable in accordance with appropriate provisions of law.
 - b. JAQUEZ shall assure the confidentiality of any records that are required by law to be so maintained.
 - c. JAQUEZ shall comply with the Health Insurance Portability and Accountability Act of 1996 Public Law 104-19 (HIPAA). JAQUEZ shall train all of its personnel regarding the requirements of the Act. JAQUEZ shall implement all privacy protections to individual's identifiable protected health information.
19. Attorney Fees. If the parties become involved in arbitration or litigation concerning this contract or the performance of this contract, the prevailing party shall be entitled to an award of reasonable costs and expenses of arbitration or litigation, including expert witness fees and attorney fees.
20. Staffing. Staffing is dependent on the number of students and amount of services. It is understood these hours may fluctuate based on student's IEP requirements.
21. Term. This MOU shall cover the period beginning on July 1, 2017 through the close of business on June 30, 2018. However, this MOU may be extended by the parties' mutual written consent.

Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by first class mail to the following:

Teresa A. Jaquez, LMFT
 101 N. Irwin Street, Suite 210
 Hanford, CA 93230

And

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

Any such notice shall be deemed to have been received if: (a) in the case of personal delivery or facsimile transmission with confirmation retained, on the date of such delivery or transmission; (b) in the case of nationally recognized overnight courier, on the next business day after the date sent, or (c) in the case of mailing, on the third business day following posting.

IN WITNESS TO WHICH, each party to this MOU has signed this MOU upon the date and agrees for itself, its employees, officers, partners, and successors, to be fully bound by all terms and conditions of this MOU.

Joy Gabler, Superintendent Hanford Elementary
School District

DATE

Teresa A. Jaquez, LMFT License # MFC 49724

DATE

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy Gabler

FROM: Karen McConnell

DATE: May 8, 2017

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

Date you wish to have your item considered: May 24, 2017

ITEM: Request approval to continue contracting with Madera County Superintendent of Schools in coordination of School-based Medi-Cal Administrative Activities (SMAA) medi-cal billing.**PURPOSE:** Madera County Superintendent of Schools is the agency responsible for the coordination of SMAA for Region VII of the California County Superintendent's Education Services Association, which includes Kings County. Madera County Superintendent of Schools is responsible for processing Region VII claims for reimbursement under the SMAA Program. By participating in this billing option, we can generate revenue to provide health and other support services for our students and their families. Medi-Cal Administrative Activities billing allows districts to bill for a portion of the salaries of administrators, clerical staff, and other personnel directly involved in the billing activities.**FISCAL IMPACT:** There is a fee of 6% of the reimbursable amount, paid to Madera County Superintendent of Schools.**RECOMMENDATIONS:** Approve

MEDI-CAL ADMINISTRATIVE ACTIVITIES CLAIMING AGREEMENT

THIS AGREEMENT is made and entered into effective July 1, 2017, by and between the Madera County Superintendent of Schools ("LEC") and the

Hanford Elementary School District

("LEA") for services related to the claiming by LEA for reimbursements for services to potential Medi-Cal recipients pursuant to federal and state law and regulations.

WHEREAS, Madera County Superintendent of Schools, as the agency responsible for the coordination of Medi-Cal Administrative Activities (MAA) for Region VII of the California County Superintendent's Educational Services Association (Fresno, Kings, Madera, Mariposa, Merced and Tulare Counties), in accordance with California Welfare and Institutions Code Section 14132.47 (r)(1), will be responsible for processing Region VII claims for reimbursement under the MAA Program (herein after referred to as "Program"), and

WHEREAS, pursuant to various State laws and regulations, many Local Educational Agencies (LEAs) perform activities claimable under the Program; and

WHEREAS, the Madera County Superintendent of Schools has entered into an Agreement with the California State Department of Health Care Services to serve as the Local Educational Consortium for Region VII in accordance with the California Welfare and Institutions Code Section 14132.47 (c)(1); and

WHEREAS, the **Hanford Elementary School District** is providing Medi-Cal Administrative Activities and wishes to participate in the Program;

NOW THEREFORE IT IS AGREED:

I Madera County Superintendent of Schools shall perform all of the duties listed below:

1. Certify to the State Department of Health Care Services (hereinafter referred to as "DHCS") the amount of LEA **Hanford Elementary School District** general funds or any other funds allowed under federal law and regulation expended on the allowable "DHCS" activities.
2. Submit an audit binder in conformance with "DHCS" prescribed regulations.
3. Certify to "DHCS":
 - a. The availability and expenditure of 100 percent of the non-federal share of the cost of performing Program activities.
 - b. In each fiscal year that the LEA expenditures represent costs that are eligible for federal financial participation for that fiscal year.

4. Provide program technical assistance training to LEA MAA Coordinators
5. Oversee the LEA Random Moment Time Sampling
6. Submit the detailed quarterly invoice to the DHCS on behalf of the LEA and convey to the LEA by warrant or cash transfer all funds received on behalf of the LEA from the DHCS less any amount due the Madera County Superintendent of Schools as determined in Section VIII. No funds will be conveyed to the LEA for invoices that have been disallowed by the DHCS
7. Monitor compliance of LEA with all Federal, State and DHCS Program requirements.
8. Prepare a "Letter of Intent to Participate" in DHCS Program and submit to DHCS prior to the initial participation in the program.

II LEA RESPONSIBILITIES

LEA shall perform all of the duties listed below:

1. Comply fully with all Title XIX Federal, State and Madera County Superintendent of Schools requirements
2. Adhere to timelines established by the DHCS for completion of sampling documentation
3. Complete samples if randomly chosen as required by the Department of Health Care Financing Administration (HCFA), to determine the amount of time spent on Program claimable activities
4. Maintain an 85% Compliance Rate
5. Maintain Program claim documentation for a period of not less than five (5) years. Such documentation shall be subject, at all reasonable times, to inspection and/or audit by the State, HFCA, CMS and/or Madera County Superintendent of Schools

- III Effective date of agreement. This agreement will be effective July 1, 2016 upon Execution by The Madera County Superintendent of Schools and Hanford Elementary School District. It shall remain in effect until terminated.
- IV Termination. Each party shall have the right to terminate this agreement upon sixty (60) day prior written notice to the other party.
- V Alteration of Terms. It is mutually agreed that the agreement may be modified or amended upon the written mutual consent of the parties hereto.
- VI The parties each agree to indemnify the other, and the other's respective directors, officers, employees, attorneys and representatives, from and against any and all liability, damages, claims, demands, debts, suits, actions, causes of action and defense costs, including reasonable attorney fees, to the extent caused by the negligent or intentional acts or omissions of the indemnifying party in the performance of the terms of this agreement.
- VII Compensation
 1. For services provided by the Madera County Superintendent of Schools to the LEA for each claiming period, the Madera County Superintendent of Schools will deduct from the claims paid by DHS an amount equal to 6%.

VIII Non-discrimination

The parties hereto shall comply with the Civil Rights Acts of 1964 as amended, Executive Order 11246 and Regulations issued by the United States Department of Labor contained in the 41 Code of Federal Regulations Part 60. In addition, parties hereto shall comply with the Rehabilitation Act of 1973 and Regulations issued pursuant thereto contained in 45 CFR part 84 entitled "Non-discrimination on the basis of handicap of programs and activities receiving or benefiting for Federal Financial Participation."

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

For: Madera County Superintendent of Schools

For: Hanford Elementary School District

Cecilia A. Massetti, Ed.D

Joy Gabler, Superintendent

HANFORD ELEMENTARY SCHOOL DISTRICT

Agenda Request Form

TO: Joy C. Gabler

FROM: Gerry Mulligan *GM*

DATE: May 15, 2017

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: May 24, 2017

ITEM:

Consider approval of consultant agreement with Krazan & Associates, Inc., for the Monroe Administration & Library Building project.

PURPOSE:

Krazan & Associates, Inc. to provide the District with professional construction testing and inspection services for the New Administration & Library Building project at Monroe. Services to be provided in conjunction with the construction testing and inspection may include a combination of field observation and compaction testing, soil and concrete sampling, and laboratory testing. Special inspections and testing include concrete sampling and laboratory testing.

FISCAL IMPACT:

The estimated fee for this agreement is \$16,250.00

RECOMMENDATION:

Approve consultant agreement with Krazan & Associates, Inc. for the Monroe Administration & Library Building project.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: **Joy C. Gabler**FROM: **Jill Rubalcava**DATE: **May 13, 2017**

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: **May 24th, 2017**

ITEM: Consultant Contract with Heinemann for Custom Professional Development with Dan Feigelson.

PURPOSE: To provide professional development in the area of English Language Arts for HESD teachers at district-wide PD August 9th.

FISCAL IMPACT: \$5,500

RECOMMENDATIONS: Approval

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: **Joy C. Gabler**
FROM: **Jill Rubalcava**
DATE: **May 13, 2017**



FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: **May 24th, 2017**

ITEM: Consultant Contract with Phyllis Hostmeyer for Custom Professional Development.

PURPOSE: To provide professional development for HESD teachers at district-wide PD August 10th. The focus will be on teaching language and sentence structures to improve student writing,

FISCAL IMPACT: \$3,500.00

RECOMMENDATIONS: Approval

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Jill Rubalcava 

DATE: May 13, 2017

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: **May 24, 2017****ITEM: Consultant Contract with TCOE Consultant, Jared Marr****PURPOSE:** To provide ongoing planning support and in class coaching to Jr. High School teachers, in the area of Next Generation Science Standards.**FISCAL IMPACT:** \$12,000**RECOMMENDATIONS:** Approval

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORMTO: **Joy C. Gabler**FROM: **Jill Rubalcava**DATE: **May 13, 2017**

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: **May 24th, 2017****ITEM:** Consultant Contract with Heinemann for Custom Professional Development with Nancy Steineke.**PURPOSE:** To provide professional development in the area of English Language Arts for HESD teachers at district-wide PD August 9th.**FISCAL IMPACT:** \$5,500**RECOMMENDATIONS:** Approval

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORMTO: **Joy C. Gabler**FROM: **Jill Rubalcava** DATE: **May 13, 2017**FOR: ☒ Board Meeting
☐ Superintendent's CabinetFOR: ☐ Information
☒ ActionDate you wish to have your item considered: **May 24th, 2017****ITEM:** Consultant Contract with Steve Dunn for Custom Professional Development.**PURPOSE:** To provide professional development in teaching writing strategies, for HESD teachers at district-wide PD August 10th.**FISCAL IMPACT:** \$3,500.00**RECOMMENDATIONS:** Approval

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM**TO: Joy C. Gabler**
**FROM: Lindsey Calvillo, Ramiro Flores, Matthew Gamble,
and Jennifer Pitkin****DATE: May 13, 2017**

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: **May 24th, 2017****ITEM:** Consultant Contract with Corwin, PD Solutions, Dr. Jessica Hannigan

PURPOSE: To provide 3 full days of professional development for teams at Richmond, Hamilton, Washington, and Lincoln Schools. The purpose is to equip teachers, administrators, and support staff in developing school-wide systems to teach and support positive behavior, including values such as kindness, safety, and responsibility.

FISCAL IMPACT: \$15,000**RECOMMENDATIONS:** Approval

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Lucy Gomez

DATE: May 8, 2017

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: May 24, 2017

ITEM: Request approval of Agency Agreement and Memorandum of Understanding for Migrant Summer School programs operated by the Tulare County Office of Education/Migrant Region VIII.

PURPOSE: Tulare County Office of Education is directly receiving Migrant Education funds and overseeing the delivery of summer services to HESD Migrant students. HESD and Tulare County would like to enter into an agency agreement that would allow our district to provide transportation, nursing services, and facilities use at Jefferson Charter Academy (classrooms, cafeteria, office, etc.). Transportation services would include transportation to Jefferson Charter School as well transportation to West Hill College for Migrant students participating in the 5 C's program.

FISCAL IMPACT: HESD will bill Migrant Program Region VIII for the cost of this services.

RECOMMENDATIONS: Approve

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN HANFORD
ELEMENTARY SCHOOL DISTRICT AND TULARE COUNTY OFFICE OF
EDUCATION REGARDING MIGRANT SUMMER PROGRAMS**

This Memorandum of Understanding (hereinafter “MOU”) is made and entered this 1st day of JUNE 2017, by and between the Hanford Elementary School District (hereinafter “HESD”) and the Tulare County Office of Education (hereinafter “TCOE”).

RECITALS:

- A. HESD will be providing transportation for the Migrant Summer School programs operated by the TCOE at HESD.
- B. HESD has the experience and resources to provide specialized transportation to students.
- C. TCOE has the responsibility, experience, and expertise to oversee and collaborate with HESD on the effectiveness and overall success of the specialized transportation services.

Accordingly, HESD and TCOE hereby agree to the following:

- 1. Term. This MOU is an agreement for the Migrant Summer Program that operates from June 12, 2017 – June 29, 2017.
- 2. Scope of Work:
 - a. This transportation agreement is to transport Migrant Summer Program students from designated bus stops within the boundaries of HESD to Jefferson Charter Academy for Migrant Summer School, as well as transporting students from designated bus stops within the boundaries of HESD to West Hills for the 5 C’s Experience.
 - b. HESD agrees to provide transportation from designated bus stops within the boundaries of HESD to Jefferson Charter Academy during the agreed upon dates Monday through Friday, both to school and a return route during the summer program.
 - c. HESD agrees to provide transportation from designated bus stops within the boundaries of HESD to West Hills College 5 C’s Experience during the agreed upon dates Monday through Thursday, both to school and a return route during the summer program.
 - d. TCOE agrees to provide addresses of students participating in the Migrant Summer School to HESD to ensure the most appropriate bus routes can be developed.
 - e. HESD agrees to develop bus routes.
- 3. Compensation. TCOE agrees to pay HESD for the cost of transportation.

4. Invoices.

- a. HESD agrees to invoice TCOE Migrant Education Office by August 1, 2017.
- b. TCOE agrees to pay invoices in full within 30 days of receipt of the aforementioned invoices.

5. Indemnification.

- a. General Indemnification for HESD. TCOE shall hold HESD, its elected officials, agents, officers, employees, and volunteers harmless from, save, indemnify, and defend the same against, any and all claims, and damages for injury to person or property, and related costs and expenses (including reasonable attorney's fees), arising out of any act or omission of TCOE, its agents, officers, employees, or volunteers, during the performance of its obligations under this MOU.
- b. General Indemnification for TCOE. HESD shall hold TCOE, its elected officials, agents, officers, employees, and volunteers harmless from, save, indemnify, and defend the same against, any and all claims, and damages for injury to person or property, and related costs and expenses (including reasonable attorney's fees), arising out of any act or omission of HESD, its agents, officers, employees, or volunteers, during the performance of its obligations under this MOU.
- c. Indemnification obligations shall survive termination until expiration of statute of limitations or unless sooner terminated by mutual written agreement of the parties.

6. Binding Effect. This agreement shall inure to the benefit of and shall be binding upon the HESD and TCOE and their respective successors and assigns.

7. Severability. If any provision of the Agreement shall be held invalid or unenforceable by a court of competence jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

8. Amendments. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, except by written agreement signed by HESD and TCOE.

9. Termination. HESD and TCOE agree that a minimum of thirty (30) day verbal or written notice of cancellation of this contact by either party is required, unless a lesser amount of notice is agreed to by both parties.

10. Anti-Discrimination. It is the policy of HESD that there shall be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, sex or religious creed. Therefore, both parties agree to comply with all applicable Federal and state laws regarding discrimination.

IN WITNESS WHEREOF, the parties have executed this MOU hereto, upon the date indicated next to their respective signatures and this MOU shall become effective of the date first written above.

Dated: _____

By: _____
JOY GABLER, Superintendent
Hanford Elementary School District

Dated: _____

By: _____
CRAIG WHEATON, Assistant Superintendent
Business Services
Tulare County Office of Education
P.O. Box 5091
Visalia, CA 93278-5091

For TCOE Office Use	
Vendor #	_____
Req. #	_____
PO #	_____

AGENCY AGREEMENT

THIS AGREEMENT, is entered into between the **Tulare County Superintendent of Schools**, referred to as SUPERINTENDENT and **Hanford Elementary School District**, referred to as DISTRICT.

ACCORDINGLY, IT IS AGREED:

1. **TERM:** This Agreement shall become effective as of June 1, 2017 and shall expire on June 30, 2017.

2. **SERVICES:** DISTRICT shall provide services as set forth: (or attach Exhibit for details which Exhibit is made part of this Agreement by reference.)
 - Facilities at Jefferson Charter (includes 6 classrooms, office, cafeteria, restrooms) **\$3,880**
 - Snack for approx.80 students for 14 days & use of copy machine **\$600**
 - Transportation from sites to Jefferson (including to West Hills 5 C's) **\$6,400**
 - Services of District nurse plus benefits (11 days x 5.5 hrs) & Health
Health Care Assistant plus benefits (4 days x 5.5 hrs) . **\$4,830**

Grand total: **\$15,710**

3. **COST OF SERVICES:** SUPERINTENDENT shall pay DISTRICT the actual cost of such services to the extent they are allowable under the terms of the applicable grant not to exceed the sum of **\$15,710**

4. **METHOD OF PAYMENT:**
 - a. DISTRICT must submit itemized invoices to SUPERINTENDENT for the cost of the services.
 - b. DISTRICT is responsible for maintaining verifiable records for all expenditures.

5. **INDEMNIFICATION:** SUPERINTENDENT and DISTRICT shall hold each other harmless, defend and indemnify their respective agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, arising out of the activities of SUPERINTENDENT or DISTRICT or their agents, officers and employees under this Agreement. This indemnification shall be provided by each party to the other party regarding its own activities undertaken pursuant to this Agreement, or as a result of the relationship thereby created, including any claims that may be made against either party by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, or any claims made against either party alleging civil rights violations by such party under Government Code section 12920 et seq. (California Fair Employment and Housing Act). This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

6. **TERMINATION:** Either party may terminate this Agreement without cause by giving thirty (30) calendar days advance written notice to the other party.

Agency Agreement –
Page 2

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

DISTRICT: Hanford Elementary School District
Ms. Joy Gabler, Superintendent
714 N. White St.
Hanford, CA 93230

SUPERINTENDENT

Dr. Craig Wheaton, Deputy Superintendent
Business Services
Tulare County Office of Education
P.O. Box 5091
Visalia CA 93278-5091

By: _____

By: _____

Date: _____

Date: _____

TCOE Program Information

Contact Person and Phone No.: Marcelo Huizar (559) 651-3035

Budget Number:

010-30600-7-485057-870000-56000	\$3880
010-30600-7-485057-360000-58000	\$6400
010-30600-7-485057-100000-58000	\$600
010-30600-7-485057-314000-58000	\$4830

Please return an original copy to:

Tulare County Office of Education
Dr. Craig Wheaton, Deputy Superintendent
ATTN: Elizabeth Sisk
P.O. Box 5091
Visalia, CA 93278-5091

FEE SCHEDULE

The Contract Total for Services to be provided shall not exceed
\$15,710.00

Hanford Elementary School District facilities use estimated Cost:

1. Facility use at Jefferson Charter: 6 classrooms total (2 in the kinder wing) available from 7:30 a.m. to 12:30 p.m. for migrant summer school program running June 12th-June 29th. Friday, June 9th is staff prep day. One classroom (HBI room) to be available June 30th. *Custodial services, including utilities are to part of facilities estimate* **\$ 3880**
2. Students transportation to and from migrant summer school at Jefferson, plus transportation to West Hills 5 C's Program in Lemoore and back. **total \$6400**
3. Student snacks for duration of summer and use of copy machine/s **total \$600**
4. Services of a school nurses (RN/HCA) estimated cost including benefits: **\$4830**

Prior to payment, contractor shall submit an invoice (containing name, address, tax identification number, and amount of payment) which must be signed by the manager requesting the services to certify that services have been performed in accordance with this agreement. Unless other payment terms are specified on the fee schedule, payment terms are net 30 days from the date of receipt of correct and proper invoices.

EXHIBIT A

SCOPE OF SERVICES

Hanford Elementary School District/ TCOE Migrant Education Program

1. RESPONSIBILITIES OF CONTRACTOR:

(Please provide a detailed description of services and deliverables to be provided by contractor.)

1. Hanford Elementary School District will invoice Tulare County Office of Education, Migrant Education Program, Region VIII the charge of using District facilities for the following activities during 2016-17 school year: Migrant summer school at Jefferson Charter School on following dates:

June 12-June 29th, 2017 (14 days total/hours from 7:30a.m.-12:30p.m.)

*All six classrooms available starting June 9th for teacher workday.

Fees are to include custodial services and utilities.

- A) Jefferson Office and equipment (copier, phones) and cafeteria
- B) Six (6) classrooms (2 in the Kinder wing) and 2 sets restrooms
- C) District nurse (RN/HCA) will be available for the 14 student days
- D) Daily Snack served to all participating students (approx. 80-90)
- E) Transportation will be provided to and from Jefferson Charter from June 12th – June 29th (14 days)
- F) Transportation for students to West Hills 5 C's in Lemoore will be provided from June 19th-June 29th (8 days total).

2. RESPONSIBILITIES OF SUPERINTENDENT PROVIDED BY COUNTY OFFICE OF EDUCATION:

(Please provide a list of things Tulare County Office of Education will furnish, i.e., a room for a presentation, AV equipment, etc.)

1. Approval of funds to pay contractor.
2. Recruitment of students for these summer programs.

Hanford Elementary School District
HUMAN RESOURCES DEPARTMENT

AGENDA REQUEST FORM

TO: Joy C. Gabler
FROM: Jaime Martinez
DATE: May 15, 2017
FOR: (X) Board Meeting
() Superintendent's Cabinet

() Information
(X) Action

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **May 24, 2017**

ITEM: Hear Public input on Classified School Employees Association's (CSEA's) initial proposal for a successor agreement between Hanford Elementary School District and CSEA, beginning with the 2017-18 school year.

PURPOSE: CSEA's initial proposal for a successor agreement with HESD was presented at the May 10, 2017 Board meeting. Comments from the public regarding the proposal are to be heard prior to Board action to accept the proposal [Gov. Code 3547 (b) and (c)].

The current collective bargaining agreement between the District and CSEA expires June 30, 2017.

FISCAL IMPACT: Unknown at this time.

RECOMMENDATION: Hear comments from the public and accept CSEA's initial proposal for contract negotiations with HESD.

**California School Employees Association, and its Chapter #344 (CSEA)
2017-2020 Initial Contract Proposal**

To

Hanford Elementary School District (District)

May 2, 2017

ARTICLE 9 – UNIT VACANCIES

Review and Clarify language relating to the recruitment and filling of bargaining unit vacancies.

ARTICLE 12 – HOURS AND OVERTIME

Review and clarify language relating to work hours and overtime.

ARTICLE 14 – HOLIDAYS

Modify and insert language to include Cesar Chavez as a recognized paid holiday.

ARTICLE 23 – PAY AND ALLOWANCES

Modify classified salary schedule and pay and allowances to provide fair and equitable compensation for classified employees in the bargaining unit.

ARTICLE 22 – HEALTH AND WELFARE BENEFITS

Review and modify language to provide fair and equitable health and welfare benefits to CSEA classified employees.

ARTICLE 26 – Effect of Agreement

Update duration of Agreement terms and dates for re-opener negotiations.

Hanford Elementary School District
HUMAN RESOURCES DEPARTMENT

AGENDA REQUEST FORM

TO: Joy C. Gabler
FROM: Jaime Martinez
DATE: May 15, 2017
FOR: (X) Board Meeting
() Superintendent's Cabinet

() Information
(X) Action

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **May 24, 2017**

ITEM: Hear Public input on Hanford Elementary School District's (HESD's) initial proposal for a successor agreement with Classified School Employees Association (CSEA), beginning with the 2017-2018 school year.

PURPOSE: The District's initial proposal for a successor agreement with CSEA was presented at the May 10, 2017 Board meeting. Comments from the public regarding the proposal are to be heard prior to Board action to accept the proposal [Gov. Code 3547 (b) and (c)]

The current collective bargaining agreement between the District and CSEA expires June 30, 2017.

FISCAL IMPACT: Unknown at this time.

RECOMMENDATION: Hear comments from the public and accept District's initial proposal for contract negotiations with CSEA.

**HANFORD ELEMENTARY SCHOOL DISTRICT'S
INITIAL PROPOSAL
FOR SUCCESSOR COLLECTIVE BARGAINING AGREEMENT WITH
CLASSIFIED SCHOOL EMPLOYEES ASSOCIATION (CSEA)
Effective July 1, 2017**

Article 1: Agreement

Status Quo

Article 2: Recognition

Status Quo

Article 3: Nondiscrimination

Status Quo

Article 4: Personnel Files and Evaluation Reports

Status Quo

Article 5: Organizational Rights

Status Quo

Article 6: Organizational Security

Status Quo

Article 7: District Rights

Status Quo

Article 8: Employee Status

Status Quo

Article 9: Unit Vacancies

Status Quo

Article 10: Employee Safety

Status Quo

Article 11: Professional Growth

Status Quo

Article 12: Hours and Overtime

Clarify language regarding compensatory time related to “categorical/grant funded” positions.

Article 13: Employee Expense and Materials

Status Quo

Article 14: Holidays

Status Quo

Article 15: Vacation

Status Quo

Article 16: Leaves

A. PERSONAL ILLNESS/INJURY LEAVE

1. Sick Leave with Full Pay

- f. ~~By October 30 of each year, the District shall provide each employee with a written statement of his/her accumulated and entitled Sick Leave balance as of the last work month on their monthly payroll warrant:~~

~~1) His/her accumulated Sick Leave balance as of July 1 of that year,~~

~~and~~

~~2) His/her Sick Leave entitlement under A.1.a. above for the current fiscal year.~~

- g. The District may request that all absences from work due to illness or injury of five (5) consecutive working days or more be supported by verification(s) of disability from the treating health care provider ~~physician~~(s).

3. Industrial Accident/Illness Leave

- e. ~~Any employee receiving benefits as a result of a work-related injury/illness shall, during the period of injury or illness, remain within the State of California unless the District authorizes travel outside the State.~~

Staff are responsible to ensure that their manager or Human Resources receives a copy of all work status notes provided by the workers' compensation designated health care provider and keeps their manager and/or Human Resources informed of their status.

- f. An employee shall be deemed to have recovered from an industrial accident or illness and thereby be able to return to work at such time as his/her workers' compensation designated health care provider **physician** certifies that there has been such recovery.

4. Notification Requirements for Extended Sick Leaves

- b. Not later than 2:00 p.m. on the work day immediately prior to the date of return to work from an extended leave due to illness or injury, the employee shall furnish to the Human Resources Department a written release from his/her treating health care provider **physician**. Return to duty with any restrictions limiting full, regular duty shall be subject to agreement by the District.

B. FAMILY ILLNESS/INJURY LEAVE

The following leaves may be available for the care of ill or injured family members:

Paid Family Illness/Injury Leave (eliminated effective July 1, 2015)

Sick Leave

Unpaid Family Medical Leave

1. ~~Paid Family Illness/Injury Leave as set forth below shall be effective through June 30, 2015 only. As of July 1, 2015, Paid Family Illness/Injury Leave and the provisions of B.1.a through c below shall be eliminated and neither party shall reopen Family Illness/Injury Leave during the term of this Agreement.~~

a. ~~For the period July 1, 2014 through June 30, 2015, employees are entitled to one (1) day paid leave annually. This one (1) day of Paid Family Illness Leave is available in the event of illness of any member of the employee's family. The employee's family in this instance shall include husband, wife, children, parent, grandparent, domestic partner and children (as defined in Labor Code section 233), current father-in-law, mother in law, or any relative living in the immediate household of the family.~~

b. ~~No deduction from the salary of the employee shall be made for such absence.~~

c. ~~This leave is non-cumulative~~

2.1. Sick Leave

3. Unpaid Family Care Leave

- d. The employee must submit, with the request for the leave, a statement from the treating physician, health care provider or osteopath which includes the date the condition commenced or will commence, the probable duration of the condition, the need for the employee's care for the individual, and the estimated length of time the employee's care is needed. The District may require, at the District's expense, a second and, if necessary, a third medical opinion.
- h. District-paid health insurance plan benefits shall not be continued for unpaid Family Care Leave unless the employee meets the eligibility requirements of Family Care Leave under Federal and/or State family leave laws (FMLA and/or CFRA). Employees who do not return from Family Care Leave for reasons other than their own disability shall be responsible for reimbursing the District for the health plan premium costs during the period(s) of the leave, unless the employee was in paid status

during the entire leave. If the employee is in paid status during the entire Family Care Leave period then district-paid health insurance plan benefits shall be continued regardless of the employee's eligibility for state or federal leave. For those employees who are on an approved unpaid leave of absence who do not meet the eligibility requirements of Family Care leave under Federal and/or State family leave laws (FMLA and/or CFRA), continuation of health insurance benefits will be at the employee's expense. ~~During periods of unpaid leave, Life Insurance coverages will cease under group coverage. The employee can choose to convert group term life insurance to an individual policy and/or opt for portability on the AD&D life insurance at their own expense.~~

P. PAID PARENTAL BONDING LEAVE OF ABSENCE

Effective January 1, 2017, to be entitled to up to 12 weeks of parental bonding leave under the section, the employee must be eligible for child bonding leave under the California Family Rights Act (CFRA) to the extent that he or she must have been employed by the District for at least 12 months, but need not have worked the 1250 hours in the 12 months prior to commencing the leave. Paid leave used under this section shall run concurrent with unpaid CFRA child bonding leave.

"Parental bonding" leave means child bonding or child care leave taken within the first 12 months following the birth of a child of the employee or the placement of a child in the employee's household for adoption or foster care.

An employee who has exhausted all paid sick leave, including accumulated sick leave, continues to be absent for purposes of parental bonding under the California Family Rights Act (CFRA); he or she may use up to 12 workweeks of extended sick leave with Half Pay undersection A.2. of this article concurrently

with the unpaid CFRA leave entitlement and Unpaid Family Care Leave as per B.3. Such extended leave with Half-Pay shall be paid as set forth in Section 2.a.

For purposes of this paid parental bonding leave only, all sick leave and accumulated sick leave shall be used and exhausted before extended sick leave with half pay under section A.2. of this article may be utilized. The 12 workweeks shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of parental bonding leave pursuant to CFRA.

An employee shall not be provided more than one 12-week period of paid absence for parental bonding leave in any 12-month period. However, if a school year terminates before the 12-week period is exhausted; the employee may take the balance of the 12-week period in the subsequent school year.

If both parents work for the District, the maximum combined leave available to the parents for parental bonding is 12 workweeks.

Any parental bonding leave must be requested in writing to the Assistant Superintendent of Human Resources a minimum of 30 days prior to the date the leave is proposed to commence (exceptions at the discretion of the Assistant Superintendent of Human Resources or designee).

Article 17: Transfer and Reassignment

Status Quo

Article 18: Classification, Reclassification, and Abolition of Positions

Status Quo

Article 19: Layoff, Reemployment, and Separation

Status Quo

Article 20: Grievance Procedure

Status Quo

Article 21: Disciplinary Action and Hearing

Status Quo

Article 22: Health and Welfare Benefits

Discuss changes to the District contribution toward health and welfare benefits and make the following language changes:

A. Regular Employees Working Six (6) Hours or More

2. The health and welfare benefits shall include the following:

d. Life Insurance:

A \$50,000 Basic Life Insurance Plan (plus Accidental Death and Dismemberment Plan) paying on the death of an employee under age 65, from any cause authorized by the plan provider, the amount of \$50,000 to the beneficiary named by the employee. Employees over age 65 shall be eligible for a reduced benefit amount as set forth in the policy established by the insurance company. Employees who choose to discontinue or terminate life insurance during an approved unpaid leave of absence may be subject to evidence of insurability satisfactory to the Life Insurance Company upon return to active work. ~~During an unpaid leave for any reason, life insurance will be discontinued (per the insurance company). Employees have the option to convert to an individual plan.~~

B. Regular Employees Working Three (3) But Less than Six (6) Hours

2. The health and welfare benefits shall include the following:

c. Life Insurance:

A \$50,000 Basic Life Insurance Plan (plus Accidental Death and Dismemberment Plan) paying on the death of an employee under age 65, from any cause authorized by the plan provider, the amount

of \$50,000 to the beneficiary named by the employee. The District contribution to the premium for life insurance benefits shall be 100% of the cost.

Employees over age 65 shall be eligible for a reduced benefit amount as set forth in the policy established by the insurance company. Employees who choose to discontinue or terminate life insurance during an approved unpaid leave of absence may be subject to evidence of insurability satisfactory to the Life Insurance Company upon return to active work. ~~During an unpaid leave for any reason, life insurance will be discontinued (per the insurance company). Employees have the option to convert to an individual plan.~~

C. Retirees

1. a. Thirteen (13) ~~consecutive~~ years of service, the last five (5) years of service must be consecutive; and

Article 23: Pay and Allowances

Discuss salary increases in light of current District and State budget conditions.

Article 24: Transportation

Status Quo

Article 25: Severability

Status Quo

Article 26: Effect of Agreement

Date changes.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 05/15/2017

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 05/24/2017

ITEM:

Consider adoption of the following revised Board Policy and Administrative Regulation:
BP/AR 3311 – Bids

PURPOSE:

The attached Board Policy and Administrative Regulation is being revised to include language prohibiting the practice of bid splitting and removing the Uniform Public Construction Cost Accounting procedures language. The Uniform Public Construction Cost Accounting procedures and technology procurement will be added under a separate Board Policies and Administrative Regulations.

FISCAL IMPACT:

None.

RECOMMENDATIONS:

Adopt the following Board Policy and Administrative Regulation:
BP/AR 3311 – Bids

Hanford ESD

Board Policy

Bids

BP 3311

Business and Noninstructional Operations

The Governing Board ~~of Trustees~~ is committed to promoting public accountability and ensuring prudent use of public funds. ~~When in~~ leasing, ~~or purchasing, or contracting for~~ equipment, materials, supplies, or services for the district, including and when contracting for public projects involving district facilities, the Board shall explore lawful opportunities to obtain the greatest possible value for its expenditure of public funds. ~~When~~ required by law, or if the Board determines that it is in the best interest of the district, such ~~contracts leases and purchases~~ shall be made using competitive bidding.

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

(cf. 3000 - Concepts and Roles)

(cf. 3230 - Federal Grant Funds)

(cf. 3300 - Expenditures and Purchases)

(cf. 3311.1 - Uniform Public Construction Cost Accounting Procedures)

(cf. 3311.2 - Lease-Leaseback Contracts)

(cf. 3311.3 - Design-Build Contracts)

(cf. 3311.4 - Procurement of Technological Equipment)

No work, project, service, or purchase shall be split or separated into smaller work orders or projects for the purpose of evading legal requirements for competitive bidding. (Public Contract Code 20116)

The Superintendent or designee shall establish comprehensive bidding procedures for the district in accordance with law. ~~The~~ procedures shall include a process for advertising bids, instructions and timelines for submitting and opening bids, and other relevant requirements.

For award of contracts which, by law or Board policy, require prequalification, the procedures shall identify a uniform system for rating bidders on the basis of a completed questionnaire and financial statements.

(cf. 9270 - Conflict of Interest)

~~No work, project, service, or purchase shall be split or separated into smaller work orders or projects for the purpose of evading the legal requirements of Public Contract Code 20111-~~

~~20118.4. (Public Contract Code 20116)~~

When calling for bids, the Superintendent or designee shall ensure that the bid ~~specifications~~specification clearly ~~described~~describes in appropriate detail the quality, delivery, and service required and ~~include~~includes all information which the district knows, or has in its possession, that is relevant to the work to be performed or that may impact the cost of performing the work.

~~The Superintendent or designee shall develop the procedures to be used for rating bidders for award of contracts which, by law or Board policy, require prequalification. The procedures shall identify a uniform system for rating bidders and shall address the issues covered by the standardized questionnaire and model guidelines developed by the Department of Industrial Relations pursuant to Public Contract Code 20101.~~

~~(cf. 9270—Conflict of Interest)~~

Except as authorized by law ~~and specified in the administrative regulation~~, contracts shall be let to the lowest responsible bidder who shall give such security as the Board requires, or else all bids shall be rejected. (Public Contract Code 20111)

When the Board has determined that it is in the best interest of the district, the district may piggyback onto the contract of another public agency or corporation to lease or purchase any ~~personal property~~equipment or supplies to the extent authorized by law. (Public Contract Code 20118)

Legal Reference:

EDUCATION CODE

17070.10-17079.30 Leroy F. Greene School Facilities Act

17250.10-17250.55 Design-build contracts

17406 Lease-leaseback ~~contract~~contract

17595 Purchase of supplies through Department of General Services

17602 Purchase of surplus property from federal agencies

38083 Purchase of perishable foodstuffs and seasonable commodities

38110-38120 Apparatus and supplies

39802 Transportation services

BUSINESS AND PROFESSIONS CODE

7056 General engineering contractor

7057 General building contractor

CODE OF CIVIL PROCEDURE

446 Verification of pleadings

GOVERNMENT CODE

4217.10-4217.18 Energy conservation contracts

4330-4334 Preference for California-made materials

6252 Definition of public record

53060 Special services and advice

54201-54205 Purchase of supplies and equipment by local agencies

PUBLIC CONTRACT CODE

1102 Emergencies

1103 Definition, responsible bidder

2000-2002 Responsive bidders

3000-3010 Roofing projects

3400 Bids, specifications by brand or trade name not permitted

3410 United States produce and processed foods

4113 Prime contractor; subcontractor

6610 Bid visits

12200 Definitions, recycled goods, materials and supplies

20101-20103.7 Public construction projects, requirements for bidding

20103.8 Award of contracts

~~2011020107—Bidder's security~~~~20111~~-20118.4 Local Agency Public Construction Act; Contracting by school districts

20189 Bidder's security, earthquake relief

~~2200022002—Definition of public project~~~~22030~~-22045 Alternative procedures for public projects (UPCCAA)~~22050—Alternative emergency procedures~~

22152_ Recycled product procurement

COURT DECISIONS

Los Angeles Unified School District v. Great American Insurance Co., (2010) 49 Cal.4th 739

Great West Contractors Inc. v. Irvine Unified School District, (2010) 187 Cal.App.4th 1425

Marshall v. Pasadena Unified School District, (2004) 119 Cal.App.4th 1241

Konica Business Machines v. Regents of the University of California, (1988) 206 Cal.App.3d 449

City of Inglewood-Los Angeles County Civic Center Authority v. Superior Court, (1972) 7 Cal.3d 861

ATTORNEY GENERAL OPINIONS

89 Ops.Cal.Atty.Gen. 1 (2006)

Management Resources:

WEB SITES

CSBA: <http://www.csba.org>California Association of School Business Officials: <http://www.casbo.org>California Department of Education: <http://www.cde.ca.gov>California Department of General Services: <https://www.dgs.ca.gov>

Policy HANFORD ELEMENTARY SCHOOL DISTRICT

adopted: May 16, 2001 Hanford,

revised: January 23, 2013

revised: January 27, 2016

revised:

Hanford ESD

Administrative Regulation

Bids

AR 3311
Business and Noninstructional Operations

Advertised/Competitive Bids

The district shall advertise for any of the following: ~~(has adopted the California Uniform Public Construction Cost Account Act procedures under~~ Public Contract Code 20111)22000 et. seq.

1. A public project~~Informal Bids~~

~~Public projects, as defined by the Act and in accordance with the limits listed in Section 22032 of the Public Contract Code, may be let to contract by informal procedures as set forth in Section 22032, et seq., of the Public Contract Code.~~

~~Contractors List~~

~~A list of contractors shall be developed and maintained in accordance with the provisions of Section 22034 of the Public Contract Code and criteria promulgated from time to time by the California Uniform Construction Cost Accounting Commission.~~

Advertised~~that involves~~ Bids

~~The district shall seek competitive bids through advertisement for contracts involving an expenditure of \$15 greater than \$175,000 for a public project, informally bid contracts involving an expenditure of less than \$175,000, and seek quotes, when feasible, for projects involving an expenditure of \$45,000 or more, including a contract for less.~~

~~"Public project" includes~~ construction, reconstruction, erection, alteration, renovation, improvement, painting, repainting, demolition, or and repair work involving a district owned, leased, or operated facility. ~~(Public Contract Code 22002)~~

~~The district shall also advertise for competitive bids when a contract~~ (cf. 3311.1 - Uniform Public Construction Cost Accounting Procedures)
(cf. 3311.2 - Lease-Leaseback Contracts)
(cf. 3311.3 - Design-Build Contracts)

2. A contract that exceeds the amount specified in law, as annually adjusted by the Superintendent of Public Instruction, for any of the following: ~~(Public Contract Code 20111)~~

a. The purchase of equipment, materials, or supplies to be furnished, sold, or leased to the district

(cf. 3230 - Federal Grant Funds)

(cf. 3311.4 - Procurement of Technological Equipment)

b. Services, not including construction services or special services and advice in accounting, financial, legal, or administrative matters

c. Repairs that are not a public project, including maintenance

Maintenance means routine, recurring, and usual work for preserving, protecting, and keeping a district facility operating in a safe, efficient, and continually usable condition for the intended purpose for which it was designed, improved, constructed, altered, or repaired. Maintenance includes, but is not limited to, carpentry, electrical, plumbing, glazing, and other craft work designed to preserve the facility, as well as repairs, cleaning, and other operations on machinery and other permanently attached equipment. Maintenance does not include; painting, repainting, or decorating other than touchup, or among other types of work, janitorial or custodial services and protection provided by security forces. (Public Contract Code 20115)

Instructions and Procedures for Advertised Bids

The Superintendent or designee shall call for bids by placing a notice at least once a week for two weeks in a local newspaper of general circulation published in the district, or if no such newspaper exists, then in some newspaper of general circulation that is circulated in the county. The Superintendent or designee also may post the notice on the district's web site or through an electronic portal. The notice shall state the work to be done or materials or supplies to be furnished and the time and place and web site where bids will be opened. ~~The district may accept a bid that has been submitted electronically or on paper.~~ (Public Contract Code 20112)

(cf. 1113 - District and School Web Sites)

The notice shall contain the time, date, and location of any mandatory prebid conference, site visit, or meeting and details regarding when and where project documents, including the final plan and specifications, are available. Any such mandatory visit or meeting shall occur not less than five calendar days after the publication of the initial notice. ~~-(Public Contract Code 6610)~~

Bid instructions and specifications shall include the following requirements and information:

1. All bidders shall certify in writing the minimum, if not exact, percentage of post-consumer materials in products, materials, goods, or supplies offered or sold. -(Public Contract Code 22152)

(cf. 3510 - Green School Operations)

2. All bids for construction work shall be presented under sealed cover. ~~and shall be accompanied by one of the following forms of bidder's security.~~ The district may accept a bid that has been submitted electronically or on paper. (Public Contract Code ~~20107~~, 20111, 20112)

~~_____ The bid shall be accompanied by a. Cash~~

~~b. _____ form of bidder's security, including either cash, a~~ cashier's check ~~made~~ payable to the district, a

~~c. _____ A~~ certified check made payable to the district, or a

~~d. _____ A~~ bidder's bond executed by an admitted surety insurer and made payable to the district. _____

~~_____~~ The security of unsuccessful bidders shall be returned in a reasonable period of time, but in no event later than 60 days after the bid is awarded. (Public Contract Code 20111, 20112)

3. When a standardized proposal form is provided by the district, bids not presented on the standard form shall be disregarded. ~~-(Public Contract Code 20111.5)~~

4. Bids shall not be accepted after the advertised bid opening time, regardless of whether the bids are actually opened at that time. ~~-(Public Contract Code 20112)~~

5. When two or more identical lowest or highest bids are received, the Governing Board ~~of Trustees~~ may determine by lot which bid shall be accepted. ~~-~~ (Public Contract Code 20117)

6. If the district requires that the bid include prices for items that may be added to or deducted from the scope of work in the contract, the bid solicitation shall specify which one of the following methods will be used to determine the lowest bid. In the absence of such a specification, only the method provided in item #6a below shall be used. (Public Contract Code 20103.8)

a. The lowest bid shall be the lowest total of the bid prices on the base contract without consideration of the prices on the additive or deductive items.

b. The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that were specifically identified in the bid solicitation as being used for the purpose of determining the lowest bid price.

c. The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that, when taken in order from a specifically identified list of those items in the solicitation, and added to or subtracted from the base contract, are less than or equal

to a funding amount publicly disclosed by the district before the first bid is opened.

—The lowest bid shall be determined in a manner that prevents any information that would identify any of the bidders or proposed subcontractors or suppliers from being revealed to the district before the ranking of all bidders from lowest to highest has been determined. (Public Contract Code 20103.8)

7. ~~In determining the lowest bid, the~~The district shall consider only responsive bids that conform to bid specifications and are submitted by from responsible bidders who have demonstrated trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform the public worksin determining the lowest bid.

8. ~~Any subsequent change or alteration of a contract shall be governed by the provisions of Public Contract Code 20118.4.~~

a. When a bid is determined to be nonresponsive, the Superintendent or designee shall notify the bidder and give him/her an opportunity to respond to the determination.

b. When the lowest bidder is determined to be nonresponsive, the Superintendent or designee shall notify the bidder of his/her right to present evidence of his/her responsibility at a hearing before the Board.

89. After being opened, all submitted bids become public records pursuant to Government Code 6252 and shall be made available for public review pursuant to law, Board policy, and administrative regulation.

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

10. ~~When a bid is disqualified as nonresponsive based on district investigation or other information not obtained from the submitted bid, the Superintendent or designee shall notify the bidder and give him/her an opportunity to respond to the information.~~

Prequalification Procedure

When required by law or the Board, the Superintendent or designee shall establish a uniform system for rating bidders on the basis of completed questionnaires and financial statements in order to determine the size of contracts on which each bidder is qualified to bid. For this purpose, the Superintendent or designee shall furnish prospective bidders a standardized prequalification questionnaire and financial record~~proposal form~~ which, when completed, shall indicate a bidder's statement of financial ability and experience in performing public works. The bidder's information shall be verified under oath in the manner in which civil law pleadings are verified.

The questionnaires and financial statements shall not be public records and shall not be open to public inspection. -(Code of Civil Procedure 446; Public Contract Code 20111.5, 20111.6)

When any public project involves an expenditure of \$1,000,000 or more and is funded or reimbursed wholly or partly by the School Facilities Program funds or other future state school bond, the district shall prequalify prospective bidders either quarterly or annually. The prequalification shall be valid for one year and the following requirements shall apply: -(Education Code 17406, 17407; Public Contract Code 20111.6)

1. Prospective bidders, including, but not limited to, prime, general engineering, and general building contractors and electrical, mechanical, and plumbing subcontractors, as defined in Public Contract Code 4113 or the Business and Professions Code 4113, 7056, or 7057, as applicable, shall submit a standardized questionnaire and financial statement 10 or more business days, as determined by the district, before the date fixed for the public opening of sealed bids.
2. Prospective bidders shall be prequalified by the district five or more business days, as determined by the district, before the date fixed for the public opening of sealed bids.

If the project includes electrical, mechanical, or plumbing components that will be performed by electrical, mechanical, or plumbing contractors, the Superintendent or designee shall make available to all bidders a list of prequalified general contractors and electrical, mechanical, and plumbing subcontractors five or more business days, as determined by the district, before the date fixed for the public opening of sealed bids.

For all other contracts requiring competitive bidding, the district may establish a procedure for prequalifying bidders on a quarterly basis and may authorize that prequalification be considered valid for up to one calendar year following the date of the initial prequalification. Prospective bidders for such contracts shall submit the questionnaire and financial statement at least five days before the date fixed for public opening of sealed bids and shall be prequalified by the district at least one day before the fixed bid-opening date. -(Public Contract Code 20111.5)

Award of Contract

The district shall award each contract to the lowest responsible bidder, except in the following circumstances:

1. When the contract is for the procurement and/or maintenance of electronic data processing systems and supporting software, in which case the Board may contract with any one of the three lowest responsible bidders -(Public Contract Code 20118.1)
2. When the contract is for any transportation service which involves an expenditure of more than \$10,000 and which will be made with any person or corporation other than a common carrier, municipally owned transit system, or a parent/guardian of a student ~~students~~ who is ~~are~~ to be transported, in which case the Board may contract with other than the lowest bidder -(Education Code 39802)

3. When the contract is one for which the Board has established goals and requirements relating to participation of disabled veteran or small business enterprises in accordance with Public Contract Code 2000-2002, in which case the Board may contract with the lowest responsible bidder who submits a responsive bid and complies or makes a good faith effort to comply with the goals and requirements –(Public Contract Code 2000-2002)

4. When procuring a lease-leaseback contract, in which case the Board shall award the contract based on objective criteria for determining the best combination of price and qualifications in accordance with Education Code 17400 and 17406

(cf. 3311.2 - Lease-Leaseback Contracts~~9270—Conflict of Interest~~)

5. When procuring a design-build contract for a public works project in excess of \$1,000,000 in accordance with Education Code 17250.20, in which case the Board may award the contract to either the low bid or the best value to the district, taking into consideration, at a minimum, price, technical design and construction expertise, and life-cycle costs (Education Code 17250.20, 17250.25)

(cf. 3311.3 - Design-Build Contracts)

Protests by Bidders

A bidder may protest a bid award if he/she believes that the award is not in compliance with law, Board policy, or the bid specification. A protest must be filed in writing with the Superintendent or designee within five working days after receipt of notification of the contract award and shall include all documents supporting or justifying the protest. A bidder's failure to file the protest documents in a timely manner shall constitute a waiver of his/her right to protest the award of the contract.

The Superintendent or designee shall review the documents submitted with the bidder's claims and render a decision in writing within 30 working days. The Superintendent or designee may also convene a meeting with the bidder in order to attempt to resolve the problem.

The bidder may appeal the Superintendent or designee's decision to the Board. The Superintendent or designee shall provide notice to the bidder of the date and time for Board consideration of the protest at least three business days before the Board meeting. The Board's decision shall be final.

~~Alternative Bid Procedures for Technological Supplies and Equipment~~

~~Rather than seek competitive bids, the Board may use competitive negotiation when it makes a finding that a district procurement is for computers, software, telecommunications equipment, microwave equipment, or other related electronic equipment and apparatus. Competitive~~

~~negotiation shall not be used to contract for construction or for the procurement of any product that is available in substantial quantities to the general public. (Public Contract Code 20118.2)~~

~~The competitive negotiation process shall include, but not be limited to, the following requirements: (Public Contract Code 20118.2)~~

- ~~1. The Superintendent or designee shall prepare a request for proposals (RFP) that shall be submitted to an adequate number of qualified sources, as determined by the district, to permit reasonable competition consistent with the nature and requirement of the procurement.~~
- ~~2. Notice of the RFP shall be published at least twice in a newspaper of general circulation, at least 10 days before the date for receipt of the proposals.~~
- ~~3. The Superintendent or designee shall make every effort to generate the maximum feasible number of proposals from qualified sources and shall make a finding to that effect before proceeding to negotiate if only a single response to the RFP is received.~~
- ~~4. The RFP shall identify all significant evaluation factors, including price, and their relative importance.~~

~~5. Limitation on Use of Sole Sourcing~~

~~The Superintendent or designee shall provide reasonable procedures for the technical evaluation of the RFPs received, the identification of qualified sources, and the selection for the award of the contract.~~

- ~~6. The Board shall award the contract to the qualified bidder whose proposal meets the evaluation standards and will be most advantageous to the district with price and all other factors considered.~~
- ~~7. If the Board does not award the contract to the bidder whose proposal contains the lowest price, then the Board shall make a finding setting forth the basis for the award to another bidder.~~
- ~~8. The Board, at its discretion, may reject all proposals and request new RFPs.~~
- ~~9. Provisions in any contract concerning utilization of small business enterprises that are in accordance with the RFP shall not be subject to negotiation with the successful proposer.~~

~~Sole Sourcing~~

In any contract for the construction, alteration, or repair of school facilities, the Superintendent or designee shall ensure that the bid specification: ~~-(Public Contract Code 3002, 3400)~~

1. Does not directly or indirectly limit bidding to any one specific concern

2. Does not call for a designated material, product, thing, or service by a specific brand or trade name, unless the specification is followed by the words "or equal," so that bidders may furnish any equal material, product, thing, or service

In any such case, the bid specification shall provide a time period, before and/or after the award of the contract, for the contractor to submit data substantiating the request for substituting the designated material, product, thing, or service. If no such time period is specified, the contractor may submit the data within 35 days after the award of the contract.

_____ When the bid is for a roof project, a material, product, thing, or service is considered "equal" to that designated if it is equal in quality, durability, design, and appearance; will perform the intended function equally well; and conforms substantially to the detailed requirements in the bid specification. —(Public Contract Code 3002)

However, the Superintendent or designee may designate a specific material, product, thing, or service by brand or trade name (sole sourcing) if the Board has made a finding, described in the invitation for bids or request for proposals (RFP), ~~RFP~~, that a particular material, product, thing, or service is designated for any of the following purposes: —(Public Contract Code 3400)

1. To conduct a field test or experiment to determine its suitability for future use
2. _____ To match others in use on a particular public improvement that has been completed or is in the course of completion
3. To obtain a necessary item that is only available from one source
4. To respond to the Board's declaration of an emergency, as long as the declaration has been approved by four-fifths of the Board when issuing the invitation for bid or RFP

(cf. 9323.2 - Actions by the Board)

Bids Not Required

Without advertising for bids and upon a determination that it is in the best interest of the district, the Board may authorize another public corporation or agency, by contract, lease, requisition, or purchase order, to lease data-processing equipment or to purchase materials, supplies, equipment, automotive vehicles, tractors, and other personal property for the district in the manner that the other public corporation or agency is authorized to make the leases or purchases from a vendor ("piggyback"). _Alternatively, if the public corporation or agency has an existing contract with a vendor for the lease or purchase of personal property, the district may authorize the lease or purchase of personal property directly from the vendor and make payments under the same terms that are available to the public corporation or agency under the contract. —(Public Contract Code 20118)

(cf. 3300 - Expenditures and Purchases)

(cf. 3512 - Equipment)

~~In addition, upon a determination that it is in the best interest of the district and without advertising for bids, the Board may lease currently owned district property to any person, firm, or corporation for a minimum of \$1 per year, as long as the lease requires the person, firm, or corporation to construct a building or buildings on the property for the district's use during the lease and the property and building(s) will vest in the district at the expiration of the lease ("lease-leaseback"). Prior to entering into a lease-leaseback agreement, the Superintendent or designee shall have on file the contractor's enforceable commitment that the contractor and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the project or contract that falls within an apprenticeshipable occupation in the building and construction trades. — (Education Code 17406, 17407.5)~~

~~(cf. =~~

~~3280 — Sale or Lease of District Owned Real Property)~~

~~Any lease-leaseback agreement shall include a lease term that specifies the district's occupancy of the building or improved property and a financing component as may be determined on a case-by-case basis.~~

~~Regardless of the funding source, when any lease-leaseback agreement is for a public project, involves an expenditure of \$1,000,000 or more, and meets other criteria in Public Contract Code 20111.6, the prequalification requirements specified in the "Prequalification Procedure" section above shall be followed. — (Education Code 17406)~~

Without advertising for bids, the Board may enter into an energy service contract and any related facility ground lease, when it determines that the terms of the contract and lease are in the best interest of the district and meet the cost effectiveness requirements specified in Government Code 4217.12. The Board's determination shall be made at a regularly scheduled public hearing of which notice is given to the public at least two weeks in advance and shall be based on cost and savings comparison findings specified in Government Code 4217.12. (Government Code 4217.12)

(cf. 3511 - Energy and Water Management)

(cf. 9320 - Meetings and Notices)

Supplementary textbooks, library books, educational films, audiovisual materials, test materials, workbooks, instructional computer software packages, or periodicals may be purchased in any amount without taking estimates or advertising for bids. — (Public Contract Code 20118.3)

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

(cf. 6161.11 - Supplementary Instructional Materials)

(cf. 6163.1 - Library Media Centers)

Perishable foodstuffs and seasonal commodities, ~~such as foodstuffs~~, needed in the operations of cafeterias may be purchased through bid or on the open market. – (Education Code 38083)

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

Bids shall not be required for day labor under circumstances specified in Public Contract Code 20114. Day labor shall include the use of maintenance personnel employed on a permanent or temporary basis. –(Public Contract Code 20114)

In an emergency when any repairs, alterations, work, or improvement to any school facility is necessary to permit the continuance of existing school classes or to avoid danger to life or property, the Board may, by unanimous vote and with the approval of the County Superintendent of Schools, contract for labor and materials or supplies without advertising for or inviting bids or may authorize the use of day labor or force account for the emergency purpose. –(Public Contract Code 1102, 20113)

(cf. 3517 - Facilities Inspection)

The district may purchase any surplus property from the federal government or any of its agencies in any quantity needed for the operation of its schools without taking estimates or advertising for bids. –(Education Code 17602)

Regulation HANFORD ELEMENTARY SCHOOL DISTRICT

approved: October 2, 2002 Hanford, California

revised: January 23, 2013

revised: January 27, 2016

revised:

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 05/15/2017

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 05/24/2017

ITEM:

Consider adoption of the following Board Policy and Administrative Regulation:
BP/AR 3311.1 – Uniform Public Construction Cost Accounting Procedures

PURPOSE:

The attached Board Policy and Administrative Regulation is being added to align the policy with the districts bidding practices as allowed by the Uniform Public Construction Cost Accounting as adopted by the Board on October 28, 2015.

FISCAL IMPACT:

None.

RECOMMENDATIONS:

Adopt the following Board Policy and Administrative Regulation:
BP/AR 3311.1 – Uniform Public Construction Cost Accounting Procedures

Hanford ESD

Board Policy

Uniform Public Construction Cost Accounting Procedures

BP 3311.1

Business and Noninstructional Operations

In awarding contracts for public works projects involving district facilities, the Governing Board desires to obtain the best value to the district and ensure the qualifications of contractors to complete the project in a satisfactory manner. The Board has, by resolution, adopted the procedures set forth in the Uniform Public Construction Cost Accounting Act pursuant to Public Contract Code 22030-22045, including the informal bidding procedures when allowed by law.

(cf. 3311 - Bids)

(cf. 7110 - Facilities Master Plan)

The Board delegates to the Superintendent or designee the responsibilities to award any contract eligible for informal bidding procedures and to develop plans, specifications, and working details for all public projects requiring formal bidding procedures.

No work, project, service, or purchase shall be split or separated into smaller work orders or projects for the purpose of evading legal requirements for competitive bidding. (Public Contract Code 22033)

Projects awarded through the UPCCAA shall be subject to the cost accounting procedures established by the California Uniform Construction Cost Accounting Commission. (Public Contract Code 22030)

Emergency Actions

When formal bids are required by law but an emergency necessitates immediate repair or replacements, the Board may, upon a four-fifths vote of the Board, proceed to replace or repair a facility without adopting plans, specifications, strain sheets, or working details or giving notice for bids to let contracts. The work may be done by day labor under the direction of the Board and/or contractor. The emergency action shall subsequently be reviewed by the Board in accordance with Public Contract Code 22050 and shall be terminated at the earliest possible date that conditions warrant, so that the remainder of the emergency action may be completed by giving notice for bids to let contracts. (Public Contract Code 1102, 22035, 22050)

(cf. 9323.2 - Actions by the Board)

Legal Reference:

PUBLIC CONTRACT CODE

1102 Definition of emergency

20110-20118.4 Local Agency Public Construction Act; school districts

22000-22020 California Uniform Construction Cost Accounting Commission

22030-22045 Alternative procedures for public projects (UPCCAA), especially:

22032 Applicability of procedures based on amount of project

22034 Informal bidding procedure

22035 Emergency need for repairs or replacement

22037-22038 Formal bidding procedures for projects exceeding \$175,000

22050 Alternative emergency procedures

Management Resources:

CALIFORNIA UNIFORM CONSTRUCTION COST ACCOUNTING COMMISSION

PUBLICATIONS

Cost Accounting Policies and Procedures Manual

Frequently Asked Questions

WEB SITES

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

California Association of School Business Officials: <http://www.casbo.org>

California Uniform Construction Cost Accounting Commission:

http://www.sco.ca.gov/ard_cuccac.html

Hanford ESD

Administrative Regulation

Uniform Public Construction Cost Accounting Procedures

AR 3311.1

Business and Noninstructional Operations

Procedures for awarding contracts for public works projects shall be determined on the basis of the amount of the project, as follows:

1. Public projects of \$45,000 or less may be performed by district employees by force account, negotiated contract, or purchase order. (Public Contract Code 22032)
2. Contracts for public projects of \$175,000 or less may be awarded through the following informal procedures: (Public Contract Code 22032, 22034, 22038)
 - a. The Superintendent or designee shall maintain a list of qualified contractors, identified according to categories of work.
 - b. The Superintendent or designee shall prepare a notice inviting informal bids which describes the project in general terms, explains how to obtain more information about the project, and states the time and place for submission of bids. The notice shall be disseminated by mail, fax, or email to all contractors on the district's list for the category of work being bid, unless the product or service is proprietary, at least 10 calendar days before bids are due. In addition, the Superintendent or designee may mail, fax, or email a notice inviting informal bids to all construction trade journals identified pursuant to Public Contract Code 22036.
 - c. The district shall review the informal bids and award the contract, except that:
 - (1) If all bids received through the informal process are in excess of \$175,000, the contract may be awarded to the lowest responsible bidder, provided that the Governing Board adopts a resolution with a four-fifths vote to award the contract at \$187,500 or less and the Board determines the district's cost estimate is reasonable.
 - (2) If no bids are received through the informal bid procedure, the project may be performed by district employees by force account or negotiated contract.
3. Public projects of more than \$175,000 shall, except as otherwise provided by law, be subject to formal bidding procedures, as follows: (Public Contract Code 22032, 22037, 22038)
 - a. Notice inviting formal bids shall state the time and place for receiving and opening sealed bids and distinctly describe the project. The notice shall be disseminated in both of the following ways:

(1) Through publication in a newspaper of general circulation in the district's jurisdiction or, if there is no such newspaper, then by posting the notice in at least three places designated by the district as places for posting its notices. Such notice shall be published at least 14 calendar days before the date that bids will be opened.

(2) By mail and electronically, if available, by either fax or email, to all construction trade journals identified pursuant to Public Contract Code 22036. Such notice shall be sent at least 15 calendar days before the date that bids will be opened.

In addition to the notice required above, the district may give such other notice as it deems proper.

b. The district shall award the contract as follows:

(1) The contract shall be awarded to the lowest responsible bidder. If two or more bids are the same and the lowest, the district may accept the one it chooses.

(2) At its discretion, the district may reject all bids presented and declare that the project can be more economically performed by district employees, provided that the district notifies an apparent low bidder, in writing, of the district's intention to reject the bid. Such notice shall be mailed at least two business days prior to the hearing at which the district intends to reject the bid.

(3) If no bids are received through the formal bid procedure, the project may be performed by district employees by force account or negotiated contract.

(cf. 3311 - Bids)

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 05/15/2017

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 05/24/2017

ITEM:

Consider adoption of the following Administrative Regulation:
AR 3311.4 – Procurement of Technological Equipment

PURPOSE:

The attached Administrative Regulation is being removed from AR 3311 and added as a separate Administrative Regulation. This Administrative Regulation allows for alternate purchasing methods for the procurement of technology equipment.

FISCAL IMPACT:

None.

RECOMMENDATIONS:

Adopt the following Administrative Regulation:
AR 3311.4 – Procurement of Technological Equipment

Hanford ESD

Administrative Regulation

Procurement Of Technological Equipment

AR 3311.4

Business and Noninstructional Operations

Rather than seek competitive bids, the district may use competitive negotiation when it makes a finding that a district procurement is for computers, software, telecommunications equipment, microwave equipment, or other related electronic equipment and apparatus. Competitive negotiation shall not be used to contract for any product that is available in substantial quantities to the general public. (Public Contract Code 20118.2)

(cf. 0440 - District Technology Plan)

(cf. 3230 - Federal Grant Funds)

(cf. 3311 - Bids)

(cf. 3312 - Contracts)

Whenever the competitive negotiation process is determined to be appropriate for such procurements, the district shall use the following procedures: (Public Contract Code 20118.2)

1. The Superintendent or designee shall prepare a request for proposals (RFP) that shall be submitted to an adequate number of qualified sources, as determined by the district, to permit reasonable competition consistent with the nature and requirement of the procurement.
2. Notice of the RFP shall be published at least twice in a newspaper of general circulation, at least 10 days before the date for receipt of the proposals.
3. The Superintendent or designee shall make every effort to generate the maximum feasible number of proposals from qualified sources, and shall make a finding to that effect before proceeding to negotiate if only a single response to the RFP is received.
4. The RFP shall identify all significant evaluation factors, including price, and their relative importance.
5. The Superintendent or designee shall provide reasonable procedures for the technical evaluation of the RFPs received, the identification of qualified sources, and the selection for the award of the contract.
6. The Governing Board shall award the contract to the qualified bidder whose proposal meets the evaluation standards and will be most advantageous to the district, considering price and all other factors.
7. If the Board does not award the contract to the bidder whose proposal contains the lowest

price, then the Board shall make a finding setting forth the basis for the award to another bidder.

8. The Board, at its discretion, may reject all proposals and request new RFPs.

Provisions in any contract concerning utilization of small business enterprises that are in accordance with the RFP shall not be subject to negotiation with the successful proposer. (Public Contract Code 20118.2)

Legal Reference:

PUBLIC CONTRACT CODE

20118.2 Contracting by school districts; technological equipment

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 05/15/2017

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 05/24/2017

ITEM:

Consider adoption of the following revised Exhibit:

E 3553 – Free and Reduced Meals

PURPOSE:

The United States Department of Agriculture (USDA) requires that school districts ensure sufficient funds are being provided by meals served to students that are not eligible for free or reduced meals. As such, the USDA requires districts that charge less than \$2.86 per paid student meal to increase the paid lunch price or provide non-federal support to the food service account. Since the District currently charges \$1.40 per a paid student lunch, at a minimum the district would need to increase the cost to \$1.45 per a paid student meal to comply with the guidance. Additionally, the District is recommending a similar increase to the paid adult lunch (without milk) from \$2.50 to \$2.65.

FISCAL IMPACT:

An increase in paid lunches should increase revenues approximately \$6,000.

RECOMMENDATIONS:

Adopt the following Exhibit:

E 3553 – Free and Reduced Meals

Hanford ESD

Exhibit

Free And Reduced Price Meals

E 3553

Business and Noninstructional Operations

CAFETERIA PRICES LIST

CAFETERIA PRICES

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

Lunch Program (Effective July 1, ~~2016~~2017)

Student Lunch	\$1.40 <u>\$1.45</u>
Reduced Price Lunch	\$0.00
Student Milk Only	\$0.30
Adult Lunch without Milk	\$2.50 <u>\$2.65</u>
Adult Milk Only	\$0.30

Breakfast Program (Effective February 1, 2015)

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

Exhibit HANFORD ELEMENTARY SCHOOL DISTRICT

version: June 15, 2011 Hanford, California

revised: April 10, 2013

revised: March 17, 2014

revised: January 14, 2015

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 05/15/2017

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 05/24/2017

ITEM:

Consider adoption of the following revised Board Policy:
BP 3600 – Consultants

PURPOSE:

The attached Board Policy is being updated to remove language that is addressed in the Administrative Regulation. The removal of such language will align the policy with the California School Boards Association recommended policy.

FISCAL IMPACT:

None.

RECOMMENDATIONS:

Adopt the following Board Policy:
BP 3600 – Consultants

Hanford ESD

Board Policy

Consultants

BP 3600

Business and Noninstructional Operations

The Board of Trustees authorizes the use of consultants to provide expert professional advice or specialized technical or training services which are not needed on a continuing basis and which cannot be provided by district staff because of limitations of time, experience or knowledge. Individuals, firms or organizations employed as consultants may assist management with decisions and/or project development related to financial, economic, accounting, engineering, legal, administrative, instructional or other matters.

As part of the contract process, the Superintendent or designee shall determine, in accordance with Internal Revenue Service guidelines, that the consultant is properly classified as an independent contractor. District employees who perform extra-duty consultant services shall not be retained as independent contractors. They shall be considered employees for all purposes, even if the additional services are not related to their regular duties.

~~All consultant contracts shall be brought to the Board for approval.~~

(cf. 3312 - Contracts)

The district shall not contract for consulting services that can be performed without charge by a public agency or official unless these services are unavailable from the public source for reasons beyond the district's control.

All qualified firms or resource persons shall be accorded equal opportunity for consultant contracts regardless of race, creed, color, gender, national or ethnic origin, age or disability.

(cf. 3311 - Bids)

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

(cf. 4030 - Nondiscrimination in Employment)

Independent contractors applying for a consultant contract shall submit a written conflict of interest statement disclosing financial interests as determined necessary by the Superintendent or designee, depending on the range of duties to be performed by the consultant. The Superintendent or designee shall consider this statement when deciding whether to recommend the consultant's employment.

(cf. 9270 - Conflict of Interest)

When employees of a public university, county office of education or other public agency serve as consultant or resource persons for the district, they shall certify as part of the consultant agreement that they will not receive salary or remuneration other than vacation pay from any other public agency for the specific days when they work for this district.

Legal Reference:

EDUCATION CODE

10400-10407 Cooperative improvement programs
 35010 Control of districts; prescription and enforcement of rules
 35172 Promotional activities
 35204 Contract with attorney
 17596 Limit on continuing contracts
 44925 Part-time readers employed as independent contractors
 45103 Classified service in districts not incorporating the merit system
 45103.5 Contracts for food service consulting services
 45134-45135 Employment of retired classified employee
 45256 Merit system districts; classified service; positions established for professional experts on a temporary basis

GOVERNMENT CODE

53060 Contract for special services and advice

Management Resources:

INTERNAL REVENUE SERVICE PUBLICATIONS

15-A Employer's Supplemental Tax Guide

Policy HANFORD ELEMENTARY SCHOOL DISTRICT

adopted: May 16, 2001 Hanford, California

Reviewed:_____

HANFORD ELEMENTARY SCHOOL DISTRICT
Human Resources Department

AGENDA REQUEST FORM

TO: Joy Gabler

FROM: Jaime Martinez

DATE: May 15, 2017

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

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **May 24, 2017**

ITEM: Consider approval of personnel transactions and related matters.

PURPOSE:

a. Employment

Certificated, effective 8/8/17

- Alicia McGovern, Teacher, Probationary

Temporary Employees/Substitutes/Yard Supervisors

- Sandy Barton, Substitute Account Clerk I and II, Food Service Worker I and II Food Service Utility Worker, effective 5/15/17

b. Short-term Employment

CLASSIFIED STAFF – Extended Learning Opportunities

Migrant Program at Jefferson School

- Maria Prado, Bilingual Health Care Assistant – 5.0 hrs., Jefferson, effective 6/26/17 to 6/29/17

Summer Enrichment Program at John F. Kennedy Junior High School

- Yadira Castrejon Granados, Bilingual Clerk Typist II – 5.5 hrs., Kennedy, effective 6/12/17 to 7/12/17
- Robert Leon, Bilingual Student Specialist – 5.5 hrs., Kennedy, effective 6/28/17 to 7/12/17
- Diane Molina, Bilingual Student Specialist – 5.5 hrs., Kennedy, effective 6/12/17 to 6/27/17

b. Short-term Employment (cont.)**CLASSIFIED STAFF – Extended Learning Opportunities**Special Education Extended School Year at Lee Richmond School

- Melody Cantrell, Special Education Aide – 5.75 hrs., Richmond, effective 6/12/17 to 6/29/17

c. Resignations

- Angelica Acevedo, Food Service Worker II – 2.5 hrs., Wilson, effective 5/12/17
- Alessandra Chavez, Substitute Alternative Education Program Aide, READY Program Tutor, Special Education Aide and Yard Supervisor, effective 2/28/17
- Juana De La Cruz-Moran, Food Service Worker II – 2.5 hrs., Kennedy, effective 5/12/17
- Maria Herrera Gamboa, Substitute Yard Supervisor, effective 2/28/17
- Briana Mattos, Health Care Assistant – 6.0 hrs., Hamilton, effective 5/10/17
- Dallas Sanders, READY Program Tutor – 4.5 hrs., King, effective 6/7/17

d. Promotion/Transfer

- Tiffany Maline, from Substitute Telephone Clerk – 5.0 hrs., Human Resources to Administrative Secretary II – 8.0 hrs., Program Development Assessment and Accountability, effective 6/19/17
- Jason Strickland, from Principal, Kennedy to Director of School Climate, Child Welfare, and Attendance, District Office, effective 7/1/17

e. Temporary Out of Class Assignment/Transfer

- Christopher Martin, from Groundskeeper II – 8.0 hrs., Grounds/DSF to Warehouse/Reprographic and Mail Technician – 8.0 hrs., Warehouse/DSF, effective 04/25/17 to 06/20/17
- Ron Riso, from Warehouse/Reprographic and Mail Technician – 8.0 hrs., Warehouse/DSF to Heating, Ventilation & Air Conditioning Specialist – 8.0 hrs., Maintenance/DSF, effective 04/25/17 to 06/20/17

f. Voluntary Transfer

- Tonya Sims, Food Service Worker I – 3.5 hrs., from King to Roosevelt, effective 5/12/17

g. Administrative Transfer/More Hours

- Norma Navarrete, Food Service Worker I – from 3.25 hrs., Roosevelt to 3.5 hrs., King, effective 5/12/17

h. Leave of Absence

- Joyce Martinez, Yard Supervisor – 2.5 hrs., Washington, effective 4/26/17 to 5/24/17, medical

i. Job Description

- Director of School Climate, Child Welfare, and Attendance (revised and retitled)

j. Volunteers

<u>Name</u>	<u>School</u>
Thomas Davis	Jefferson
John Calhoun	King
Jeannette Stevens	King
Miguel Vega	Simas

RECOMMENDATION: Approve.

HANFORD ELEMENTARY SCHOOL DISTRICT

Job Description:

**DIRECTOR OF SCHOOL CLIMATE, CHILD WELFARE, AND ATTENDANCE
COORDINATOR****DEFINITION**

Under the direction of the Superintendent, the Director of School Climate, Child Welfare, and Attendance Coordinator plans, organizes, directs, and integrates multidisciplinary programs in student welfare including but not limited to student behavior and conduct, student and school site safety and security. In addition, plans, organizes, and directs programs involving student enrollment, and—attendance accounting, and school based student behavioral supports and interventions.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction and supervision from the Superintendent. Directs and supervises the work of classified **and certificated** employees assigned to the Office of Child Welfare and Attendance.

ESSENTIAL FUNCTIONS**Student Discipline/Behavioral Support and Interventions:**

- Ensures that the Superintendent and Board of Trustees know and understand California Education Code, Board Policies and Regulations in matters of student discipline, suspensions, and expulsions and ensure consistent application of those policies to guarantee legal defensibility and due process rights of the student.
- Communicates regularly with the Superintendent regarding trends and case law that could affect changes to Board Policies.
- Monitors changes in laws relating to student discipline/expulsions and ensure Board policies and regulations are appropriately written and maintained.
- Monitors District and School progress toward school climate measures through state and federal school climate accountability programs.
- Develops procedures and in-service training for District personnel relating to student discipline, suspensions and expulsions pursuant to school climate monitoring through state and federal accountability programs.
- Participates in the development of programs, services, and structures for preventing suspensions and expulsions.
- Consults and advises administrators who are conducting behavior reviews of students with sustained behavior and attendance problems.

Student Discipline: (cont.)

- Advises Principals and site administrators to ensure legal defensibility and due process rights of the student when applying district rules of discipline.
- Assists Principals in developing their cases for suspension and/or expulsion including but not limited to reviewing student discipline documents for legal defensibility and consults with legal counsel as necessary.
- Informs and advises parents to ensure they are prepared to participate in required expulsion hearings.
- Chairs hearings of the Administrative Panel and prepares their Findings of Fact for the Board of Trustees.
- Presents the recommendations of the Administrative Panel for action by the Board of Trustees.
- Notifies parents of the action of the Trustee and of their rights to appeal.
- Represents the District in expulsion appeals hearings at Kings County Office of Education.
- Serves as liaison with agencies that provide alternative education programs including ~~Kings County Community School~~, HESD Community Day School preparing referrals and reviewing exit recommendations.
- Facilitates readmission requests and procedures in accordance with State law and Board Policy.
- Prepares and files mandated reports to the State Department of Education pertaining to student suspensions and expulsions.

Enrollment and Attendance:

- Develops procedures and in-service training for District personnel relating to student attendance accounting which include regular classes as well as Special Education, Home and Hospital, Community Day School, non-public school, and summer school.
- Maintains the District's Independent Study program.
- Ensures the enforcement of compulsory education laws as mandated in the California Education Code.

Enrollment and Attendance: (cont.)

- Maintains the District's student database and ensure compliance with State requirements for student enrollment, student attendance, CSIS reporting, and state testing requirements.
- Directs the preparation and maintenance of a variety of narrative and statistical reports pertaining to Average Daily Attendance (ADA), enrollment, and actual attendance, for budgetary purposes and for projecting enrollment for staffing and facility needs.
- Manages the District's Open Enrollment and intra/interdistrict transfer program. Reviews parent requests and makes recommendations to the Board of Trustees on all matters of intra/interdistrict transfers. Serves as the District liaison for appeals.
- Maintains data and prepares a variety of reports required by the State Department of Education pertaining to ADA and the District's participation in the Class Size Reduction program. Maintains records related to ADA reporting for district and state audit purposes.
- ~~• Manages the District's Open Enrollment and intra/interdistrict transfer program. Reviews parents' requests and makes recommendations to the Board of Trustees on all matters of intra/interdistrict transfers. Serves as the District liaison for appeals.~~
- Serves as District liaison for homeless and foster youth.

Student Welfare and Safety:

- Assists the District's Safety Officer and other employees throughout the District in effective crisis response, safety and emergency planning procedures.
- Assists in conducting training sessions and workshops and provides written materials and instructions related to safety, crisis response and emergency planning.
- Serves as liaison between school district and police, probation officers, courts, and other public and private agencies related to student health, and safety matters.
- Coordinates with the Superintendent public activities that promote positive communication between the District and the staff and the District and the community.
- Develops, evaluates, and updates District's programs that promote student safety, campus order, improve student welfare, and prevent truancy.

Student Welfare and Safety: (cont.)

- Advises schools and obtains legal opinions in all matters of student welfare such as custody and court issues.

OTHER DUTIES

- Develops and prepares the annual budget for the Child Welfare and Attendance Department; analyze and review budgetary and financial data; monitor and authorize expenditures in accordance with established guidelines.
- Performs related duties as assigned.

NECESSARY EMPLOYMENT STANDARDS

Knowledge of:

Student discipline, suspension, and expulsion laws, Board Policies, and Regulations

California Student Attendance Accounting Laws and Regulations.

Education Code, Board Policy, and Administrative Regulations related to student discipline-, behavioral supports and interventions.

Basic computer operations – word processing, spreadsheet applications, data base management and routing file management.

Modern office methods, practices, and procedures.

Principles and practices of employee supervision and evaluation.

Ability to:

Use a high degree of confidentiality in work which is of a sensitive nature.

Learn, interpret, and apply State laws and District policies and regulations related to areas of responsibility.

Understand and follow through with complex oral and written instructions.

Make effective oral presentations.

Schedule and prioritize tasks to accommodate changing work loads.

Ability to: (cont.)

Plan, organize, and execute complex interrelated data management tasks.

~~Type at a speed of 60 WPM.~~

EDUCATION AND EXPERIENCE:

Any combination of education and experience that could likely provide the required knowledge, skills, and abilities. A typical way would be:

Education: ~~Equivalent to the completion of the twelfth grade.~~ Master's Degree

Experience: Four (4) years of responsible experience in a position requiring demonstrated independent decision making.

~~Two (2)~~ Three (3) years of successful administrative experience at school and/or district level in a position requiring research, planning, and coordination duties. Teaching experience at K-8 level.

Licenses and Certificate: A valid California Administrative Services Credential.

WORKING CONDITIONS

Environment: Indoor and outdoor work environment.

Physical Abilities: Sitting and operating a keyboard to enter data into a computer terminal for extended periods of time; hearing and speaking to exchange information and make presentations related to hardware and software applications; and seeing to read data and printed materials. vision sufficient to read complex printed materials and monitor attendance and discipline data

Hazards: Extended viewing of computer monitor.

Adopted: 01/20/99
 Revised: 12/05/01
 Revised: 08/23/06
 Revised: 06/13/07
 Revised: 09/19/07 (Title change only)
Revised: / /17

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 05/15/2017

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 05/24/2017

ITEM:

Consider approval of contract for General Obligation Bond Performance/Financial Audit Services.

PURPOSE:

A provision of the Proposition 39 bond program is the requirement of an annual independent audit. The District requested proposals from two firms and Vavrinek, Trine, Day & Co. (the District's current external auditor) submitted the lowest cost.

FISCAL IMPACT:

The proposed cost is limited to \$6,000 for the 2016-2017 fiscal year.

RECOMMENDATIONS:

Approve the contract for General Obligation Bond Performance/Financial Audit Services.



Vavrinek, Trine, Day & Co., LLP
 Certified Public Accountants

VALUE THE DIFFERENCE

April 25, 2017

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

We are pleased to confirm our understanding of the services we are to provide Hanford Elementary School District. We will perform the required annual financial audit of the proceeds from the sale of the bonds and the required performance audit to ensure that the funds have been expended only on the specific projects listed for the period beginning July 1, 2016 and ending June 30, 2017, in accordance with the compliance requirements of Section 1 of Article XIII A of the California Constitution.

Financial Audit

We will audit the financial statements of the Building Fund (Measure U) of Hanford Elementary School District as of and for the year ended June 30, 2017. The financial statements will present only the Building Fund and will not purport to, and will not be intended to present fairly the financial position and results of operations of Hanford Elementary School District in conformity with accounting principles generally accepted in the United States of America.

Audit Objectives

The objective of our audit is the expression of opinions as to whether the Building Fund (Measure U) financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of Hanford Elementary School District and other procedures we consider necessary to enable us to express such opinions. If our opinions on the financial statements are other than unqualified, we will fully discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The reports on internal control and compliance will each include a paragraph that states that the purpose of the report is solely to describe the scope of testing of internal control over financial reporting and compliance, and the result of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, and that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance. The paragraph will also state that the report is not suitable for any other purpose.

If during our audit we become aware that Hanford Elementary School District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Management Responsibilities

Management is responsible for the Building Fund financial statements and all accompanying information as well as all representations contained therein. As part of the audit, we will assist with preparation of your financial statements and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them. Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; for the selection and application of accounting principles; and for the fair presentation in the financial statements of the Golden Plains Unified School District, in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for ensuring that management and financial information is reliable and properly recorded. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information. With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, management understands that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors or any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures - Internal Controls

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

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

Audit Procedures - Compliance

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

Performance Audit

We will prepare a performance audit of the Measure U Bond for the proceeds of Hanford Elementary School District for the year ended June 30, 2017.

Objectives

The purpose of the Performance Audit is to meet the Proposition 39 requirements for the Measure U Bond proceeds to ensure compliance with Section 1 of Article XIII A, Section 1(b)(3)(C) of the California Constitution. This includes that the Proposition 39 Bond proceeds are expended only on the specific projects listed in the bond language approved by the voters and no Bond proceeds are being spent on administrative salaries or any other expenses that would otherwise be the obligation of the District's General Fund. The Performance Audit will be conducted in accordance with Government Auditing Standards.

Scope and Methodology

Our procedures for the Performance Audit will be as follows:

- Procure a detail of the accounting for the expenditures of the bonds.
- Review the detailed accounting of expenditures to determine if proceeds are being spent on administrative salaries or any other school operating expenses.
- From a sample of construction expenditures from the detailed accounting of expenditures, review expenditures to determine if proceeds expended are for specific projects as listed in the voter approved bond language.

Engagement Administration, Fees, and Other

The audit documentation for this engagement is the property of Vavrinek, Trine, Day & Co., LLP and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to third parties for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Vavrinek, Trine, Day & Co., LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the California Department of Education, the California State Controller, or during any pending board investigation, disciplinary action, or legal action involving the licensee or the licensee's firm.

David D. Randel is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for the Financial Audit and Performance Audit services will not exceed \$6,000. In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

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

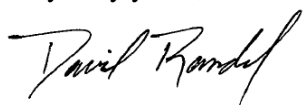
Hanford Elementary School District
April 25, 2017

Vavrinek, Trine, Day & Co., LLP has owners that are not licensed as certified public accountants as permitted under Section 5079 of the California Business and Professions Code. It is not anticipated that any of the non-licensee owners will be performing audit services for the agency.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2014 peer review report accompanies this letter.

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

Very truly yours,

A handwritten signature in black ink, appearing to read "David D. Randel". The signature is fluid and cursive, with the first name "David" being more prominent.

David D. Randel
of Vavrinek, Trine, Day & Co., LLP

RESPONSE:

This letter correctly sets forth the understanding of Hanford Elementary School District.

By:

Title: Chief Business Officer

YANARI WATSON MCGAUGHEY P.C.

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

System Review Report

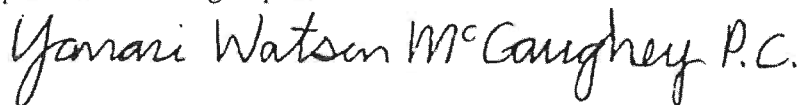
May 22, 2015

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

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

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

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



Yanari Watson McGaughey P.C.

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

web site: www.ywmcpa.com

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 05/15/2017

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 05/24/2017

ITEM:

Consider approval of lease agreements with Mobile Modular.

PURPOSE:

The District currently has 14 portable classroom leases with Mobile Modular that need to be extended. Mobile Modular has proposed a 24 month term on the leases which have been included for review.

FISCAL IMPACT:

The proposed cost is limited to \$509/month for each portable for the next 24 months.

RECOMMENDATIONS:

Approve the lease agreements with Mobile Modular.



Mobile Modular Management Corporation

5700 Las Positas Road, Livermore, CA 94551

Ph (925) 606-9000 Fax (925) 453-3201

www.MobileModularRents.com

Contract Addendum

Date: 5/11/2017

Customer : Hanford ESD
Billing Address: PO Box 1067
City/State/Zip: Hanford, CA 93232

Project Name : Hanford ESD-Hamilton Elementary
Site Address : 1269 Leland Way
City/State/Zip: Hanford, CA 93230

Attn: Gerry Mulligan

Phone : **

Fax: **

E-mail: gmulligan@hesd.k12.ca.us

This will serve as an addendum to the contract agreement entered into between **Hanford ESD** (Lessee) and MOBILE MODULAR MANAGEMENT CORPORATION (Lessor).

ALL OTHER TERMS AND CONDITIONS TO REMAIN THE SAME.

Please sign and return an acknowledgement copy to our office as soon as possible. Thank you.

Renewal Information

Contract No.	Building ID	Item Description	Addendum Start Date	Addendum Stop Date	Term	Rental Rate
575580	39825	Classroom 24x40 DSA	5/12/2017	5/2/2019	24	\$ 509.00
575581	39829	Classroom 24x40 DSA	5/12/2017	5/2/2019	24	\$ 509.00

- Rental rates do not include any applicable taxes or Personal Property Expense (PPE).
- Return delivery and preparing equipment for return will be quoted at time of return.
- This contract agreement defines a month as 30 calendar days. Bill Frequency for this contract is Monthly

Additional Contract Addendum Notes:

Mobile Modular Management Corporation

Hanford ESD

Printed Name

Printed Name

Title

Title

Signature

Signature

Date

Date

Please call (925) 606-9000 with any questions or comments and ask for
Thank you for contacting Mobile Modular.

Joleen Ironside

****Note:** Contract addendum valid only when executed, offer expires 30 days from addendum date if not executed.



Mobile Modular Management Corporation

5700 Las Positas Road, Livermore, CA 94551

Ph (925) 606-9000 Fax (925) 453-3201

www.MobileModularRents.com

Contract Addendum

Date: 5/11/2017

Customer : Hanford ESD
Billing Address: PO Box 1067
City/State/Zip: Hanford, CA 93232

Attn: Gerry Mulligan

Phone : **

Fax: **

E-mail: gmulligan@hesd.k12.ca.us

Project Name : Hanford ESD-Monroe Elementary

Site Address : 300 Monroe Drive

City/State/Zip: Hanford, CA 93230

This will serve as an addendum to the contract agreement entered into between **Hanford ESD** (Lessee) and MOBILE MODULAR MANAGEMENT CORPORATION (Lessor).

ALL OTHER TERMS AND CONDITIONS TO REMAIN THE SAME.

Please sign and return an acknowledgement copy to our office as soon as possible. Thank you.

Renewal Information

Contract No.	Building ID	Item Description	Addendum Start Date	Addendum Stop Date	Term	Rental Rate
575575	42670	Classroom 24x40 DSA	5/6/2017	4/26/2019	24	\$ 509.00
575576	42629	Classroom 24x40 DSA	5/6/2017	4/26/2019	24	\$ 509.00
575578	41735	Classroom 24x40 DSA	5/6/2017	4/26/2019	24	\$ 509.00
575579	41770	Classroom 24x40 DSA	5/6/2017	4/26/2019	24	\$ 509.00
575582	40243	Classroom 24x40 DSA	5/6/2017	4/26/2019	24	\$ 509.00

- Rental rates do not include any applicable taxes or Personal Property Expense (PPE).
- Return delivery and preparing equipment for return will be quoted at time of return.
- This contract agreement defines a month as 30 calendar days. Bill Frequency for this contract is Monthly

Additional Contract Addendum Notes:

Mobile Modular Management Corporation

Hanford ESD

Printed Name

Printed Name

Title

Title

Signature

Signature

Date

Date

Please call (925) 606-9000 with any questions or comments and ask for Joleen Ironisde
Thank you for contacting Mobile Modular.

****Note:** Contract addendum valid only when executed, offer expires 30 days from addendum date if not executed.



Mobile Modular Management Corporation

5700 Las Positas Road, Livermore, CA 94551

Ph (925) 606-9000 Fax (925) 453-3201

www.MobileModularRents.com

Contract Addendum

Date: 5/11/2017

Customer : Hanford ESD
Billing Address: PO Box 1067
City/State/Zip: Hanford, CA 93230

Attn: Gerry Mulligan

Phone : **

Fax: **

E-mail: **

Project Name : Hanford ESD Elementary

Site Address : 300 Monroe Drive

City/State/Zip: Hanford, CA 93230

This will serve as an addendum to the contract agreement entered into between **Hanford ESD** (Lessee) and MOBILE MODULAR MANAGEMENT CORPORATION (Lessor).

ALL OTHER TERMS AND CONDITIONS TO REMAIN THE SAME.

Please sign and return an acknowledgement copy to our office as soon as possible. Thank you.

Renewal Information

Contract No.	Building ID	Item Description	Addendum Start Date	Addendum Stop Date	Term	Rental Rate
575581	42670	Classroom 24x40 DSA	6/6/2017	5/27/2019	24	\$ 509.00
575582	42629	Classroom 24x40 DSA	6/6/2017	5/27/2019	24	\$ 509.00

- Rental rates do not include any applicable taxes or Personal Property Expense (PPE).
- Return delivery and preparing equipment for return will be quoted at time of return.
- This contract agreement defines a month as 30 calendar days. Bill Frequency for this contract is Monthly

Additional Contract Addendum Notes:

Mobile Modular Management Corporation

Hanford ESD

 Printed Name

 Printed Name

 Title

 Title

 Signature

 Signature

 Date

 Date

Please call (925) 606-9000 with any questions or comments and ask for
Thank you for contacting Mobile Modular.

Joleen Ironside

****Note:** Contract addendum valid only when executed, offer expires 30 days from addendum date if not executed.



Mobile Modular Management Corporation

5700 Las Positas Road, Livermore, CA 94551

Ph (925) 606-9000 Fax (925) 453-3201

www.MobileModularRents.com

Contract Addendum

Date: 5/2/2017

Customer : Hanford ESD
Billing Address: PO Box 1067
City/State/Zip: Hanford, CA 93232

Attn: Gerry Mulligan

Phone : **

Fax: **

E-mail: **

Project Name : Hanford ESD-Washington Elementary

Site Address : 2245 Fairmont Drive

City/State/Zip: Hanford, CA 93230

This will serve as an addendum to the contract agreement entered into between **Hanford ESD** (Lessee) and MOBILE MODULAR MANAGEMENT CORPORATION (Lessor).

ALL OTHER TERMS AND CONDITIONS TO REMAIN THE SAME.

Please sign and return an acknowledgement copy to our office as soon as possible. Thank you.

Renewal Information

Contract No.	Building ID	Item Description	Addendum Start Date	Addendum Stop Date	Term	Rental Rate
575573	40238	Classroom 24x40 DSA	5/16/2017	5/7/2019	24	\$ 509.00
575574	40240	Classroom 24x40 DSA	5/14/2017	5/3/2019	24	\$ 509.00
575577	39785	Classroom 24x40 DSA	5/14/2017	5/3/2019	24	\$ 509.00

- Rental rates do not include any applicable taxes or Personal Property Expense (PPE).
- Return delivery and preparing equipment for return will be quoted at time of return.
- This contract agreement defines a month as 30 calendar days. Bill Frequency for this contract is Monthly

Additional Contract Addendum Notes:

Mobile Modular Management Corporation

Hanford ESD

Printed Name

Printed Name

Title

Title

Signature

Signature

Date

Date

Please call (925) 606-9000 with any questions or comments and ask for
Thank you for contacting Mobile Modular.

Joleen Ironside

****Note:** Contract addendum valid only when executed, offer expires 30 days from addendum date if not executed.



Mobile Modular Management Corporation

5700 Las Positas Road, Livermore, CA 94551

Ph (925) 606-9000 Fax (925) 453-3201

www.MobileModularRents.com

Contract Addendum

Date: 5/2/2017

Customer : Hanford ESD
Billing Address: PO Box 1067
City/State/Zip: Hanford, CA 93230

Attn: Gerry Mulligan

Phone : **

Fax: **

E-mail: **

Project Name : Hanford ESD-Woodrow Wilson Junior High

Site Address : 601 West Florinda Street

City/State/Zip: Hanford, CA 93230

This will serve as an addendum to the contract agreement entered into between **Hanford ESD** (Lessee) and MOBILE MODULAR MANAGEMENT CORPORATION (Lessor).

ALL OTHER TERMS AND CONDITIONS TO REMAIN THE SAME.

Please sign and return an acknowledgement copy to our office as soon as possible. Thank you.

Renewal Information

Contract No.	Building ID	Item Description	Addendum Start Date	Addendum Stop Date	Term	Rental Rate
543342	42562	Classroom 24x40 DSA	7/1/2017	6/30/2019	24	\$ 509.25
544893	42518	Classroom 24x40 DSA	7/1/2017	6/30/2019	24	\$ 509.25

- Rental rates do not include any applicable taxes or Personal Property Expense (PPE).
- Return delivery and preparing equipment for return will be quoted at time of return.
- This contract agreement defines a month as 30 calendar days. Bill Frequency for this contract is Monthly

Additional Contract Addendum Notes:

Mobile Modular Management Corporation

Hanford ESD

Printed Name

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HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 05/15/2017

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 05/24/2017

ITEM:

Consider adoption of the Resolution #29-17 State Building Funds Application

PURPOSE:

Resolution #29-17 will allow the District for potential State funding for the Monroe Library/Administration Building. It further acknowledges the current lack of state funding and such funding is not guaranteed despite having eligibility for such.

FISCAL IMPACT:

This resolution potentially provides the District approximately \$300,000 in matching funds for the Monroe Library/Administration Building.

RECOMMENDATIONS:

Adopt Resolution #29-17.

HANFORD ELEMENTARY SCHOOL DISTRICT
RESOLUTION NO. 29-17
STATE BUILDING FUNDS APPLICATION

Whereas, the HANFORD ELEMENTARY SCHOOL DISTRICT has eligibility for new construction and modernization projects and desires to apply for state funding under the Leroy F. Greene School Facilities Act of 1998 (Chap. 12.5, Part 10, Div. 1, commencing with Section 17070.10, et seq., of the Education Code) for the following projects

1. Monroe Elementary SFP PTN #63917-021 (New Administration and Library Building at Monroe Elementary School)

; And

Whereas, the Board of Trustees of the Hanford Elementary School District has decided to apply to the State School Building Program for State funds; and

Whereas, the Board of Education (“School Board”) has determined that school facilities within the Hanford Elementary School District (the “District”), within Kings County need to be constructed or modernized; and

Whereas, the Board of Trustees has reviewed the application for submittal to the Office of Public School Construction;

Now, therefore be it hereby resolved by the Board of Trustees of the Hanford Elementary School District, as follows:

Whereas, the State Allocation Board (SAB) has established an “Applications Received Beyond Bond Authority List” for projects that have been received.

Pursuant to title 2, Code of California Regulations section 1859.95.1, the School Board of the Hanford Elementary School District hereby acknowledges the following:

1. That the statements set forth in the application and supporting documents are true and correct to the best of our knowledge and belief;
2. That Joy C. Gabler, Superintendent, is hereby designated as District Representative of the District and is hereby authorized and directed to file, on behalf of the District, such applications with the State Allocation Board;
3. That the District agrees to pay its match of the total costs of the project, unless the District qualifies for financial hardship funding, of which the District may only have to pay a portion or none of its share;
4. That the District certifies that the exact plans and specifications (P & S) for the project will be approved by DSA and CDE prior to requesting final apportionment.
5. The school board acknowledges that the remaining School Facility Program bond authority is currently exhausted for the funds being requested on this application;

6. The school board acknowledges that the State of California is not expected nor obligated to provide funding for the project and the acceptance of the application does not provide a guarantee of future State funding;
7. The school board acknowledges that any potential future State bond measures for the School Facility Program may not provide funds for the application being submitted;
8. The school board acknowledges that criteria (including, but not limited to, funding, qualifications, and eligibility) under a future State school facilities program may be substantially different than the current School Facility Program. The district's approved application may be returned;
9. The school board acknowledges that they are electing to commence any pre-construction or construction activities at the district's discretion and that the State is not responsible for any pre-construction or construction activities;
10. The school board acknowledges that, if bond authority becomes available for the Board to provide funding for the submitted application, the School District must apply for financial hardship status, when applicable.

Enacted this 24th day of May, 2017
by the Hanford Elementary School District Board of Trustees.

Ayes:
Noes:
Absent:

President of the Board of Trustees of
the Hanford Elementary School District
of Kings County, California

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 05/15/2017

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 05/24/2017

ITEM:

Consider adoption of the Resolution #34-17 California Environmental Quality Act (CEQA)
Exemption - Monroe Library/Administration Building

PURPOSE:

Resolution #29-17 exempts the construction of the Monroe Library/Administration building from CEQA as the resulting capacity does not increase by the thresholds set forth in the statute (ten classrooms or 25% whichever is smaller).

FISCAL IMPACT:

None.

RECOMMENDATIONS:

Adopt Resolution #34-17.

HANFORD ELEMENTARY SCHOOL DISTRICT

**RESOLUTION OF THE GOVERNING BOARD
FINDING THE CONSTRUCTION OF THE NEW ADMINISTRATION & LIBRARY
BUILDING AT MONROE ELEMENATARY SCHOOL EXEMPT FROM THE
CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) AND APPROVING THE
FILING AND RECORDATION OF A NOTICE OF EXEMPTION**

RESOLUTION NO. 34-17

WHEREAS, the Hanford Elementary School District (“District”) owns and operates Monroe Elementary School, located at 300 Monroe Drive, Hanford, California, in the County of Kings, California (the “Site”); and

WHEREAS, the District proposes to construct certain improvements to the Site consisting of the new Administration & Library Building at Monroe Elementary Project (the “Project”); and

WHEREAS, prior to commencement of the Project, the District must comply with the California Environmental Quality Act (“CEQA”); and

WHEREAS, categorical exemptions to CEQA are set forth in Article 19 of Title 14 of the California Code of Regulations (“CEQA Guidelines”); and

WHEREAS, CEQA Guidelines Section 15314 sets forth an exemption from CEQA for minor additions to existing schools within existing school grounds where the addition does not increase original student capacity by more than 25% or ten classrooms, whichever is less; and

WHEREAS, the Project will not result in an increase in student capacity or classrooms beyond what is allowed by the exemption in 15314; and

WHEREAS, the District has considered whether the Project is subject to any of the exceptions to exemption set forth in CEQA Guidelines Section 15300.2.; and

WHEREAS, the District has determined that the Project is not subject to any of the exceptions to exemption set forth in CEQA Guidelines Section 15300.2; and

WHEREAS, the District has considered whether the Project may have a significant effect on the environment; and

WHEREAS, the District has concluded, through its own independent review and analysis of the Project, that the Project will not have a significant effect on the environment; and

NOW, THEREFORE, the Board of Education of the Hanford Elementary School District hereby finds, determines, declares, orders and resolves as follows:

Section 1. That all of the recitals set forth above are true and correct, and the Board so finds and determines.

Section 2. That the District has considered whether the Project may have a significant effect on the environment.

Section 3. That the District has concluded, after reviewing the Project through its own independent review and analysis, that the Project will not have a significant effect on the environment.

Section 4. That the Project will not result in additional classroom space or increase student capacity at the Site beyond what is allowed under 15314.

Section 5. That the Project is subject to CEQA Guidelines Section 15314, and not subject to any exception to exemption found in CEQA Guidelines Section 15300.2 and is therefore exempt from CEQA.

Section 6. That the District's Superintendent, or the Superintendent's designee, is instructed to file and/or record a Notice of Exemption from the California Environmental Quality Act, consistent with this Resolution, attached hereto as Exhibit "A," with any and all appropriate public agencies or entities, subject only to minor, non-substantive revisions, if necessary.

Section 7. This Resolution shall take effect immediately upon adoption.

APPROVED, PASSED AND ADOPTED by the Board of Education of the Hanford Elementary School District on the 24th day of May, 2017, by the following vote:

AYES: _____

NOES: _____

ABSTENTIONS: _____

President of the Board of Education of the
Hanford Elementary School District

Attested to:

Clerk of the Board of Education of the
Hanford Elementary School District

EXHIBIT “A”

NOTICE OF EXEMPTION

(To Be Inserted)

NOTICE OF EXEMPTION

172/173

TO: Office of Planning and Research
P.O. Box 3044,
1400 Tenth Street, Room 121
Sacramento, CA 95814

County Clerk-Recorder
County of Kings
1400 W. Lacey Blvd.
Hanford, CA 93230

FROM:

Hanford Elementary School District
714 N. White St
Hanford, CA 93230

Project Title: New Administration & Library Building at Monroe Elementary School

Project Location - Specific:

Monroe Elementary School
300 Monroe Drive
Hanford, California 93230

Project Location - County: Kings

Description of Project:

The construction of a new single story administration and library building with related site improvements.

Name of Public Agency Approving Project: Hanford Elementary School District

Name of Person or Agency Carrying Out Project: Hanford Elementary School District

Exempt Status: (check one)

- ☐ Ministerial (Sec. 21080(a)(1); 15268(b));
☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
☒ Categorical Exemption. State Type and section number:
Minor addition to school [15314]
Replacement of existing structure [15302]
Statutory Exemptions. State Code number: _____

Reasons why project is exempt:

The construction project will result in one classroom and as such, will not increase student capacity beyond the limits set forth in 15314. The project is also not subject to any of the exceptions to exemption set forth in CEQA Guidelines section 15300.2.

Lead Agency Contact Person: Joy C. Gabler, Superintendent

Area Code/Telephone/Ext.: 559-585-3604

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: _____ Date: _____ Title: _____

Signed by Lead Agency

Date received for filing at OPR:

Signed by Applicant

NOTICE OF EXEMPTION

173/173

TO: Office of Planning and Research
P.O. Box 3044,
1400 Tenth Street, Room 121
Sacramento, CA 95814

FROM:

Hanford Elementary School District
714 N. White St
Hanford, CA 93230

County Clerk-Recorder
County of Kings
1400 W. Lacey Blvd.
Hanford, CA 93230

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Hanford, California 93230

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Lead Agency Contact Person: Joy C. Gabler, Superintendent

Area Code/Telephone/Ext.: 559-585-3604

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2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: _____ Date: _____ Title: _____

Signed by Lead Agency

Date received for filing at OPR:

Signed by Applicant