

Hanford Elementary School District

REGULAR BOARD MEETING AGENDA

Wednesday, May 10, 2017

*** Woodrow Wilson Cafeteria ***

601 W. Florinda, Hanford, CA

NOTE LOCATION
CHANGE

OPEN SESSION

5:30 p.m.

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

CLOSED SESSION

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

Administrative Panel Recommendations

Case# 17-45 - Monroe

- **Personnel** *(Pursuant to Government Code Section 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.)*

Public Employee Appointment or Employment

Title: Child Welfare & Attendance Coordinator

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 presentations – Gracie Pittman, Monroe

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 April 18, 2017, April 21, 2017, and April 28, 2017.
- b) Approve minutes of Regular Board Meeting held on April 26, 2017.
- c) Approve interdistrict transfers as recommended.
- d) Approve donation of \$144.97 from The Habit Restaurants, LLC.
- e) Approve donation of \$92.70 from Box Tops for Education.

- *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 California School Employees Association's (CSEA's) Initial Proposals for a Successor Agreement between Hanford Elementary School District and CSEA (Martinez)
- b) Receive for information the District's Initial Proposal for a Successor Agreement between Hanford Elementary School District (HESD) and California School Employees Association (CSEA) (Martinez)
- c) Receive for information the following new Board Policy and Administrative Regulation: (Endo)
 - BP/AR 3311.1 – Uniform Public Construction Cost Accounting Procedures
- d) Receive for information the following revised Board Policy and Administrative Regulation: (Endo)
 - BP/AR 3311 – Bids
- e) Receive for information the following new Administrative Regulation: (Endo)
 - AR 3311.4 – Procurement of Technological Equipment
- f) Receive for information the following revised Board Policy: (Endo)
 - BP 3600 – Consultants
- g) Receive for information the following revised Exhibit: (Endo)
 - E 3553 – Free and Reduced Meals

4. BOARD POLICIES AND ADMINISTRATION

- a) Consider approval of Memorandum of Understanding with Kings County Action Organization (KCAO) and Hanford Elementary School District (HESD) (Gabler)
- b) Consider approval of Memorandum of Understanding between Big Smiles of California and the Hanford Elementary School District (McConnell)
- c) Consider approval of Memorandum of Understanding between Kings View Counseling Services and the Hanford Elementary School District (McConnell)
- d) Consider approval of out-of-travel for 2017 Black Hat USA Information Security Conference and Professional Development (Goldsmith)
- e) Consider approval of award for the Monroe New Administration & Library Building Project to Marko Construction Group (Mulligan)
- f) Hear Public input and accept 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) (Martinez)
- g) Hear Public input and accept 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 (Martinez)
- h) Consider approval of the following revised Board Policy and Administrative Regulation: (Simas)
 - BP/AR 3515.2 – Disruptions
- i) Consider approval of the following revised Administrative Regulation: (Gabler)
 - AR 0420.4 – Charter School Authorization
- j) Consider approval of the following revised Exhibit: (Gabler)
 - E 0420.41 – Charter School Oversight
- k) Consider approval of the following revised Board Policy and Administrative Regulation: (Gabler)
 - BP/AR 0440 – District Technology Plan

- l) Consider approval of the following revised Board Policy and Administrative Regulation: (Gabler)
 - BP/AR 3513.3 – Tobacco-Free Schools
- m) Consider approval of the following revised Board Policy and deleted Administrative Regulation: (McConnell)
 - BP/AR 5030 – Wellness Policy
- n) Consider approval of the following revised Board Policy and Administrative Regulation: (Rubalcava)
 - BP/AR 5121 – Grades/Evaluation of Student Achievement
- o) Consider approval of the following revised Board Policy: (Rubalcava)
 - BP 5123 – Promotion/Acceleration/Retention
- p) Consider approval of the following revised Board Policy and deleted Administrative Regulation: (Rubalcava)
 - BP/AR 5146 – Married/Pregnant/Parenting Students
- q) Consider approval of the following revised Board Policy and Administrative Regulation: (Rubalcava)
 - BP/AR 6142.7 – Physical Education and Activity
- r) Consider approval of the following revised Board Policy and Administrative Regulation: (Rubalcava)
 - BP/AR 6161.1 – Selection and Evaluation of Instructional Materials
- s) Consider approval of the following revised Board Policy and Administrative Regulation: (Mulligan)
 - BP/AR 5142 – Safety
- t) Consider approval of the following revised Administrative Regulation: (Mulligan)
 - AR 7111 – Facilities-Evaluating Existing Buildings
- u) Consider approval of the following new Board Policy and revised Administrative Regulation: (Mulligan)
 - BP/AR 7160 – Facilities-Charter School Facilities

5. PERSONNEL (Martinez)

- a) Employment
 - 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
- b) Resignations
 - Anne Ramos, Teacher, Simas, effective 6/7/17
- 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

- 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
- 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
- f) More Hours
 - Wendi Santimore, Cook/Baker, from 6.0 hrs. to 8.0 hrs., Food Services, effective 8/10/17
- g) Job Description
 - Supervisor, Custodial Services (revised)
- h) Volunteers

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

6. FINANCIAL (Endo)

- a) Consider approval of the Kings County Treasurer's Quarterly Compliance Report
- b) Consider approval of 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
- c) Consider approval of food service agreements with the Kings County Office of Education and Hanford Christian School
- d) Consider approval of agreement with Innovation Commercial Flooring
- e) Consider approval of the Comprehensive Maintenance Plan
- f) Consider approval of architectural services agreement with Gonzalez Architects

ADJOURN MEETING

HANFORD ELEMENTARY SCHOOL DISTRICT
AGENDA REQUEST FORM

TO: Joy Gabler
FROM: Liz Simas
DATE: April 27, 2017

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

Date you wish to have your item considered: May 10, 2017

ITEM: Administrative Panel Recommendations

PURPOSE:

Case# 17-45 - Monroe

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 05/01/2017

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 05/10/2017

ITEM:

Consider approval of warrants.

PURPOSE:

The administration is requesting the approval of the warrants as listed on the registers dated: 04/18/17, 04/21/17 and 04/28/17.

FISCAL IMPACT:

See attached.

RECOMMENDATIONS:

Approve the warrants.

Warrant Register For Warrants

Dated 04/18/2017

Warrant Number	Vendor Number	Vendor Name	Amount
12546183	6271	MARIBEL AGUILERA Inst'l Mat'l's	\$117.34
12546184	59	AMERIPRIDE UNIFORM SERVICES Mop/Mat/Laudnry	\$3,160.97
12546185	75	LESLIE ARAKELIAN Mileage	\$47.67
12546186	6253	AT&T Telephone	\$91.67
12546187	5749	KAYLEE BOSWORTH Allowance	\$46.01
12546188	6621	MADISON BURROW Reissue Reimbursement	\$21.00
12546189	303	CHAFFEE ZOO Study Trip	\$691.00
12546190	497	EMPLOYMENT DEVELOPMENT DEPT. State Unemployment Insurance	\$5,132.22
12546191	3043	ENCHANTED PLAYHOUSE Field Trip	\$300.00
12546192	5960	LAUREN FRANCO Mileage	\$56.87
12546193	558	CAROL GALLEGOS Mileage	\$43.76
12546194	562	GRACIELA GARCIA Allowance	\$100.00
12546195	1393	GAS COMPANY Gas	\$2,340.45
12546196	622	CHERYL GUILBEAU Mileage	\$43.76
12546197	4059	BRENT HANKE Allowance	\$21.38
12546198	779	KEENAN & ASSOC./CPIC Health & Welfare	\$5,362.50
12546199	778	KEENAN & ASSOC./MED. EYE SERV. Health & Welfare	\$10,081.57
12546200	3048	CINDY LEWIS Mileage	\$32.53
12546201	3424	JACQUELINE MONZON Allowance	\$134.91
12546202	4188	CHAD NIELSEN Allowance	\$53.63
12546203	6056	KRISTI OCHOA Incentives	\$45.63
12546204	1058	OFFICE DEPOT Office Supplies	\$716.03
12546205	4118	KERRY PIEROTTE Allowance	\$53.96
12546206	3072	JENNIFER PITKIN Parent Participation Supplies	\$132.37
12546207	1298	LANA SANDOVAL-GARCIA Allowance	\$76.08
12546208	4366	SCOUT ISLAND EDUCATION CENTER Study Trip	\$600.00
12546209	3484	DIANA M. SILVA Allowance	\$76.00
12546210	4256	MELISSA SIMAS Allowance	\$46.70
12546211	1367	SISC III Health & Welfare	\$534,664.25
12546212	2006	JOHN SNYDER Allowance	\$15.86
12546213	1392	SOUTHERN CALIFORNIA EDISON CO. Electricity	\$23,151.39
12546214	2031	SOUTHWEST SCH & OFFICE SUPPLY Warehouse	\$696.96
12546215	1401	STANDARD STATIONERY SUPPLY Warehouse	\$174.00
12546216	1466	TERMINIX INTERNATIONAL Pest Control	\$351.00
12546217	5946	THE HARTFORD Health & Welfare	\$1,152.16
12546218	4064	TULARE COUNTY OFFICE OF ED Travel & Conf	\$1,125.00
12546219	1554	SONIA VELO Mileage	\$48.10
12546220	3863	WILLIAM WILKINSON Mileage/Reissue Reimbursement	\$83.52
12546221	6833	WYNDHAM SAN DIEGO Travel & Conf	\$2,023.68

Total Amount of All Warrants:

\$593,111.93

Credit Card Register For Payments
Dated 04/18/2017

Document Number	Vendor Number	Vendor Name	Amount
14019231	1313	SCHOLASTIC TEACHERS STORE Books	\$14,766.98
Total Amount of All Credit Card Payments:			\$14,766.98

Warrant Register For Warrants

Dated 04/21/2017

Warrant Number	Vendor Number	Vendor Name	Amount
12546595	6431	AMAZON.COM Office Supplies/Inst'l Matl's	\$16,999.21
12546596	5291	AQUARIUS AQUARIUM INSTITUTE Inst'l Consultant	\$321.00
12546597	5291	AQUARIUS AQUARIUM INSTITUTE Inst'l Consultant	\$557.05
12546598	3258	BANK OF AMERICA Travel & Conf/Software License	\$4,176.33
12546599	150	BLINDS ETC. Facilities Matl's	\$11,419.98
12546600	3654	JOSEFA BUSTOS-PELAYO Travel & Conf/Mileage	\$285.45
12546601	3822	LINDSEY CALVILLO Study Trip	\$378.50
12546602	303	CHAFFEE ZOO Study Trip	\$412.50
12546603	344	CMEA TREASURER CENTRAL SECTION Band	\$20.00
12546604	3068	DEBRA COLVARD Travel & Conf	\$142.00
12546605	405	DASSEL'S PETROLEUM INC. Fuel	\$7,821.49
12546606	6419	JAMIE DIAL Travel & Conf	\$717.28
12546607	5853	RITA DIAZ Travel & Conf	\$142.00
12546608	4815	DIGITECH INTEGRATIONS INC Other Services	\$144.00
12546609	2155	JAVIER ESPINDOLA Supplies/Mileage	\$325.31
12546610	523	FIRST STRING SPORTS Warehouse	\$1,270.35
12546611	558	CAROL GALLEGOS Travel & Conf	\$142.00
12546612	5590	PRISCILLA GARIVAY Supplies	\$26.93
12546613	1393	GAS COMPANY Gas	\$375.35
12546614	5323	NATIVIDAD GEORGE Mileage	\$242.98
12546615	592	DAVID GOLDSMITH Travel & Conf	\$222.00
12546616	1816	LUCY GOMEZ Travel & Conf	\$142.00
12546617	1902	HANDWRITING WITHOUT TEARS Inst'l Matl's	\$500.00
12546618	3656	HANFORD AUTO & TRUCK PARTS Maint/Grounds/Transportation Supplies	\$796.27
12546619	6826	INDOOR ENVIRONMENTAL SERVICES Repairs/Bldngs & Improvements	\$616,891.40
12546620	566	J GARDNER & ASSOCIATES Supplies	\$301.65
12546621	5828	KINGS COUNTY DEPT OF PUBLIC WO Fuel	\$107.27
12546622	6652	KINGS CULTURAL CENTER Inst'l Consultant	\$150.00
12546623	4629	LOWE'S OF HANFORD Warehouse/Supplies	\$127.46
12546624	6413	LYNZI LOWE Travel & Conf	\$142.00
12546625	1058	OFFICE DEPOT Office Supplies	\$935.75
12546626	6257	ORCHARD SUPPLY HARDWARE Maint/Grounds/Custodial Supplies	\$2,303.42
12546627	2643	VERONICA PELAYO-MORALES Supplies	\$25.71
12546628	1116	TRINIDAD PEREZ Allowance/Supplies	\$275.00
12546629	4088	ESTHER PHELPS Study Trip	\$34.00
12546630	6939	VERONICA RESENDIS Other Services	\$21.00
12546631	6499	VERONICA REYNOSO Science Matl's	\$15.88
12546632	2646	JILL RUBALCAVA Travel & Conf	\$142.00
12546633	6328	SAM ACADEMY Study Trip	\$960.00
12546634	5756	SAN JOAQUIN VALLEY PALEONTOLOG Study Trip	\$360.00
12546635	5079	SCHOOL KIDS HEALTHCARE Warehouse	\$248.50
12546636	4366	SCOUT ISLAND EDUCATION CENTER Study Trip	\$400.00
12546637	1392	SOUTHERN CALIFORNIA EDISON CO. Electricity	\$6,002.53
12546638	1405	STAPLES CREDIT PLAN Allowance	\$332.67
12546639	2188	SUPPLYWORKS Warehouse	\$559.59
12546640	4064	TULARE COUNTY OFFICE OF ED Travel & Conf	\$1,275.00
12546641	1554	SONIA VELO Travel & Conf	\$142.00

Total Amount of All Warrants:

\$679,332.81

12/295

Warrant Register For Warrants

Dated 04/28/2017

Warrant Number	Vendor Number	Vendor Name	Amount
12547342	6403	A BOUNCIN' BLAST Inst'l Consultant	\$1,475.00
12547343	6	AAA SECURITY INC. Other Services	\$560.00
12547344	6909	AAF FLANDERS Maintenance Supplies	\$5,864.18
12547345	13	DAWN ACOSTA Mileage	\$188.32
12547346	4828	LLC ACTIVE NETWORK Other Services	\$596.00
12547347	4236	ALTERNATIVE BILLING CONSULTANT Other Services	\$178.50
12547348	53	AMERICAN MUSIC COMPANY Allowance/Equipment/Supplies	\$4,820.44
12547349	2424	ANDERSON'S Inst'l Matl's	\$218.99
12547350	3947	ATKINSON ANDELSON LOYA RUUD & Legal	\$866.26
12547351	6628	AWESOME CHARTERS AND TOURS LLC Transportation	\$959.00
12547352	4983	B & H PHOTO-VIDEO Inst'l Matl's/Equipment	\$1,194.78
12547353	2464	DANNA BAILEY Other Services	\$60.00
12547354	113	BARNES AND NOBLE-5886056 Books	\$184.75
12547355	1690	BATTERY SYSTEMS Warehouse Supplies	\$86.90
12547356	3710	KELLY BEKEDAM Travel & Conf	\$142.00
12547357	150	BLINDS ETC. Facilities Matl's	\$15,428.99
12547358	6902	BOOLE INC. IT Supplies	\$280.00
12547359	4918	CALIFORNIA COMMISSION ON TEACH Other Services	\$100.00
12547360	6942	CARMEN CALLERES Travel & Conf	\$142.00
12547361	4382	CASCIO INTERSTATE MUSIC Band Supplies	\$176.25
12547362	1667	CDW GOVERNMENT INC. Equipment/Supplies	\$2,601.91
12547363	303	CHAFFEE ZOO Study Trip	\$634.50
12547364	6922	CHAOTIC BLING Inst'l Matl's	\$196.00
12547365	331	CLASSIC CHARTER Transportation	\$15,861.00
12547366	5427	MARY DETLEFSEN Mileage	\$109.25
12547367	6723	JENNIFER ELLIOTT Travel & Conf	\$142.00
12547368	3043	ENCHANTED PLAYHOUSE Field Trip	\$375.00
12547369	3517	JENNIFER FAGUNDES Mileage	\$39.59
12547370	6825	FREEDOM WRITERS FOUNDATION Inst'l Consultant	\$3,000.00
12547371	558	CAROL GALLEGOS Mileage	\$73.12
12547372	1393	GAS COMPANY Gas	\$543.82
12547373	592	DAVID GOLDSMITH Travel & Conf	\$287.00
12547374	6020	FRANK R GONZALES Travel & Conf	\$142.00
12547375	3528	LINDSAY HASTINGS Study Trip	\$6.00
12547376	2427	HOME DEPOT CREDIT SERVICES Matl's & Supplies	\$332.71
12547377	4597	IVS COMPUTER TECHNOLOGY Equipment	\$135,167.42
12547378	5990	KELLER FORD Grounds Supplies	\$62.16
12547379	1783	KELLER MOTORS Transportation Supplies	\$57.51
12547380	3962	KINGS COUNTY GLASS Repairs	\$231.47
12547381	801	KINGS COUNTY MOBILE LOCKSMITH Repairs	\$411.24
12547382	802	KINGS COUNTY PIPE & SUPPLY Maintenance Supplies	\$167.48
12547383	808	KINGS WASTE & RECYCLING Garbage	\$430.60
12547384	6920	LA TRAILITA TAQUERIA Luncheon	\$1,200.00
12547385	986	LAWNMOWER MAN Grounds Services	\$92.26
12547386	838	LAWRENCE TRACTOR COMPANY Equipment/Grounds Supplies	\$29,677.61
12547387	2243	MATSON ALARM Repairs	\$62.98
12547388	5510	NEWEGG.COM IT Supplies	\$240.46
12547389	4188	CHAD NIELSEN Mileage	\$33.01

Warrant Register For Warrants

Dated 04/28/2017

Warrant Number	Vendor Number	Vendor Name	Amount
12547390	3735	JUDY NOJI Allowance	\$76.80
12547391	1058	OFFICE DEPOT Office Supplies	\$3,541.91
12547392	5920	PANERA BREAD CAFÉ Luncheon	\$496.26
12547393	5827	JENNIFER PERRYMAN Inst'l Matl's	\$90.49
12547394	3072	JENNIFER PITKIN Travel & Conf	\$142.00
12547395	5620	ANGELA PROTZMAN Travel & Conf	\$142.00
12547396	5992	RODRIGUEZ BROS INC Grounds Supplies	\$2,888.46
12547397	3131	SHERWIN-WILLIAMS CO Maintenance Supplies	\$121.73
12547398	1356	SILVAS OIL COMPANY INC. Fuel	\$808.99
12547399	6368	SINCLAIR RESEARCH GROUP Inst'l Consultant	\$1,750.00
12547400	4031	SIX FLAGS MAGIC MOUNTAIN Field Trip	\$3,329.06
12547401	2031	SOUTHWEST SCH & OFFICE SUPPLY Warehouse	\$348.56
12547402	1401	STANDARD STATIONERY SUPPLY Warehouse	\$226.29
12547403	1403	STANISLAUS FOUNDATION – DENTAL Other Services	\$33,773.85
12547404	6940	MIKE STRUTZ Mileage	\$256.00
12547405	2188	SUPPLYWORKS Warehouse	\$2,458.60
12547406	1508	U.S. POSTAL SERVICE (CMRS-FP) Postage	\$3,000.00
12547407	5915	STEFANIE UMSCHIED Mileage	\$18.35
12547408	1521	UNITED REFRIGERATION INC. Maintenance Supplies	\$4,205.50
12547409	3154	UPS Postage	\$26.74
12547410	2653	VALLEY OXYGEN Maintenance/Grounds Supplies	\$330.10
12547411	1558	VERIZON WIRELESS Telephone	\$444.88
12547412	1575	WALMART COMMUNITY/RFCSLLC Warehouse/Inst'l Matl's/Office Supplies	\$1,865.05
12547413	6832	BEVERLY ANN WILLIAMS Mileage	\$261.94
12547414	1661	ZUMWALT-HANSEN & ASSOCIATES Land Acquisition	\$3,240.00
Total Amount of All Warrants:			\$289,544.02

Credit Card Register For Payments
Dated 04/28/2017

Document Number	Vendor Number	Vendor Name	Amount
14019339	2	A-Z BUS SALES INC Transportation Supplies	\$2,675.89
14019340	4676	ACTION EQUIPMENT RENTALS Rentals	\$332.10
14019341	126	BEDARD CONTROLS INC. Buildings & Improvements	\$3,919.20
14019342	5339	BEYOND MENTION DESIGNS LLC Inst'l Matl's	\$1,069.82
14019343	149	BLICK ART MATERIALS Inst'l Matl's	\$596.99
14019344	4859	CALIFORNIA DIESEL COMPLIANCE Repairs	\$630.00
14019345	415	DELRAY TIRE & RETREADING INC. Matl's & Supplies	\$819.50
14019346	4271	GOLDEN EAGLE CHARTER INC. Transportation	\$11,348.00
14019347	1802	MEDALLION SUPPLY Maintenance Supplies	\$165.38
14019348	994	MOBILE MODULAR MGMT. CORP. Leases	\$3,900.00
14019349	1002	MORGAN & SLATES INC. Maint/Grounds Supplies	\$262.71
Total Amount of All Credit Card Payments:			\$25,719.59

Hanford Elementary School District
Minutes of the Regular Board Meeting
April 26, 2017

Minutes of the Regular Board Meeting of the Hanford Elementary School District Board of Trustees on April 26, 2017 at the District Office Board Room, 714 N. White Street, Hanford, CA.

- Call to Order** President Garcia called the meeting to order at 5:30 p.m. Trustee Garner, Hernandez, Revious and Strickland were present.
- Closed Session** Trustees immediately adjourned to closed session for the purpose of:
- Student Discipline pursuant to Education Code section 48918
 - Personnel – Conference with Labor Negotiators (GC 54957.6) – CSEA and HETA
 - Conference with Real Property Negotiator (GC 54956.8)
- Open Session** Trustees returned to open session at 6:29 p.m.
- HESD Managers Present** Joy C. Gabler, Superintendent, and the following administrators were present: Lindsey Calvillo, Doug Carlton, Debra Colvard, David Endo, Javier Espindola, Ramiro Flores, Matt Gamble, David Goldsmith, Lucy Gomez, Jaime Martinez, Karen McConnell, Gerry Mulligan, Jennifer Pitkin, Jill Rubalcava, Liz Simas and Jay Strickland.
- Case #17-42, 17-43, & 17-44** Trustee Hernandez moved to accept the Findings of Fact and expel Case #17-42, 17-43, and 17-44 for the remainder of the school year for violation of Education Code 48915 as determined by the Administrative Panel at hearings held on April 25, 2017. However, Trustee Hernandez 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 June 7, 2017. Trustee Garner seconded; motion carried 5-0:
- Garcia – Yes
 - Garner – Yes
 - Hernandez – Yes
 - Revious – Yes
 - Strickland – Yes
- Personnel** No action was taken by the Board.
- Grangeville and 12th Property** The Board met in closed session regarding the real property located at Grangeville Boulevard and 12th Avenue, Hanford, California. The Board received an update on the status of negotiations. No action was taken by the Board.
- Public Comments** Robert Thornton, architect from TETER, introduced himself and stated TETER is pleased to work with the District. He is happy to be back in Hanford. As a child he attended HESD schools.
- Board and Staff Comments** None
- Requests to Address the Board** None
- Dates to** President Garcia reviewed dates to remember: Girls' Diamond Classic XXII on April 28th

Remember at 3:30 p.m.; Boys' Diamond Classic XXIII on May 2nd at 4:30 p.m.; Regular Board Meeting on May 10th at 5:30 p.m. at Woodrow Wilson Cafeteria; Employee Appreciation on May 7th at 3:30 p.m.; Regular Board Meeting on May 20th at 5:30 p.m.

Mini-grant Presentation Jessica Knodel, 4th grade teacher at Lee Richmond, presented a PowerPoint presentation on the HESD Educational Foundation mini-grant. Jessica stated the grant was utilized to bring Mr. Gold Rush to school. The students studied for a month on gold rush and were fully emerged and very excited. Mr. Gold Rush was very authentic in his presentation and the students got to share with him all they had learned. For his presentation he brought in a gold mine truck. The students had the real experience and learned the technique of looking for real gold, silver, and gems with gold mine pans. They also got to keep what they found. Mr. Gold Rush's fee was less than they anticipated, therefore, they had remaining funds which they were used to purchase Gold Rush books for the students to read. They are very thankful for an opportunity and experience they will never forget.

Mini-grant Presentation Stacie Johnson, teacher at Jefferson, stated that thanks to the grant twenty-four students got to participate in the Science Olympiad. Two of the twenty-four students were present and stated what Science Olympiad meant to them.

- Jessica Fernandez, 8th grade, stated her perspective after joining Olympiad changed. She realized she was more intrigued by her engineering skills and mathematics skills. She plans to use them in the future and in her High School placement. When she grows up she wants to be a lawyer and possibly enter into politics in the future.
- Yolanda Purser, 6th grade, stated Olympiad really helped her learn what she can do with multiple subjects in the 6th grade. She learned things her 14-year-old brother doesn't know. When she grows up she wants to be a registered nurse and knows that what she has learned will help her reach her goal.

Stacie then presented a PowerPoint presentation on the science projects the students created and presented. Projects included:

- Food Science: students learned about food labeling and grains.
- Scrambler: students built a car in 8 minutes, the car had no motor and stopped with exact accuracy, students won 2nd place.
- Bottle Rocket: students built a rocket that stayed in the air for as long as possible with an egg inside that would not crack when landing, students got 3rd place.
- Optics: students tested on the physics of optics, lenses, prisms, vision and mirrors with the hit of a target, students won 2nd place.
- Towers: students built an extremely light weight tower that could hold the most weight, students won 4th place.
- Wright Stuff: students built a prop plane with no motor that had to stay in the air for as long as possible, students won 4th place, the plane stayed in the air for 50 seconds.
- Microbe Mission: students had to identify and explain physiology related to microbial diseases and the microbes that cause them, students won 1st place.
- Mission Possible: students built a Rube Goldberg device that was made of simple machines and no rolling inclined planes, students won 3rd place.

This was all possible thanks to the HESD Educational Foundation mini-grant. All students received medals: 7 1st place, 10 3rd place, 2 3rd place, and 7 4th place. Overall, they had 1st and 2nd place out of 18 teams that competed.

CONSENT ITEMS

Trustee Garner made a motion to take consent items "b" through "h" together. Trustee Strickland seconded; motion carried 5-0:

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

Trustee Garner then made a motion to approve consent items "b" through "h". Trustee Revious seconded; motion carried 5-0:

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

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

Garcia – Yes
Garner – Yes
Hernandez – Yes
Revious – Yes
Strickland – Abstention

The items approved are as follows:

- a) Warrant listings dated 3/17/17, 3/24/17, 3/31/17, and 4/7/17.
- b) Minutes of Regular Board Meeting 3/22/17.
- c) Interdistrict transfers as recommended.
- d) Donation of \$2,833.00 from MLK Parent Teacher Club.
- e) Donation of \$2,824.00 from Jefferson Parent Teacher Club.
- f) Donation of \$500.00 from Western Dental Services.
- g) Donation of \$2,300.00 from Roosevelt Parent Teacher Club.
- h) Donation of \$1,000.00 from Hanford Elementary Educational Foundation to the READY Program to support the Junior Explorer Program.

INFORMATION ITEMS

Williams Reports Superintendent Joy C. Gabler reported to the Board that the District received no Williams Complaints for the third quarter (1/1/17 – 3/31/17) school year.

Jefferson Charter Athletics Superintendent Joy C. Gabler presented for information the Jefferson Charter Academy – Athletics for 2017-18. Jefferson Charter Academy will offer sports during the 2017-18 school year for grades 6th to 8th. Jefferson will join a small local league. For boys they will offer flag football, soccer, basketball, and softball/track. For girls they will offer volleyball, soccer, basketball, and softball/track.

HETA's Proposal Jaime Martinez, Assistant Superintendent of Human Resources, presented for information 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).

Jaime Martinez introduced Gina Young, Vice-President. Gina Young stated the District has a great relationship with the union and she is looking forward to negotiations that will get begin May 11th. She introduced the negotiating team, Peter Gonsalves, Griselda Torres, Garrett Toy and Kristi Hamilton.

- HESD's Proposal** Jaime Martinez, Assistant Superintendent of Human Resources, presented for information the District's Initial Proposal to Hanford Elementary Teachers Association (HETA) for 2017-18 amendments to the Collative Bargaining Agreement (reopened articles)
- BP/AR 3515.2** Liz Simas, Child Welfare & Attendance, presented for information the following revised Board Policy and Administrative Regulation:
- BP/AR 3515.2 – Disruptions
- BP 5030** Karen McConnell, Assistant Superintendent of Special Services, presented for information the following revised Board Policy:
- BP 5030 – Wellness Policy
- AR 5030** Karen McConnell, Assistant Superintendent of Special Services, presented for information the following deleted Administrative Regulation:
- AR 5030 – Wellness Policy
- BP/AR 5142** Gerry Mulligan, Director of Facilities and Operations, presented for information the following revised Board Policy and Administrative Regulation:
- BP/AR 5142 – Safety
- AR 7111** Gerry Mulligan, Director of Facilities and Operations, presented for information the following revised Administrative Regulation:
- AR 7111 – Evaluating Existing Buildings
- BP/AR 7160** Gerry Mulligan, Director of Facilities and Operations, presented for information the following new Board Policy and revised Administrative Regulation:
- BP/AR 7160 – Charter School Facilities
- BP/AR 5121** Jill Rubalcava, Assistant Superintendent of Curriculum, Instruction & Professional Development, presented for information the following revised Board Policy and Administrative Regulation:
- BP/AR 5121 – Grades/Evaluation of Student Achievement
- BP 5123** Jill Rubalcava, Assistant Superintendent of Curriculum, Instruction & Professional Development, presented for information the following revised Board Policy:
- BP 5123 – Promotion/Acceleration/Retention
- BP/AR 5146** Jill Rubalcava, Assistant Superintendent of Curriculum, Instruction & Professional Development, presented for information the following revised Board Policy and deleted Administrative Regulation:
- BP/AR 5146 – Married/Pregnant/Parenting Students
- BP/AR 6142.7** Jill Rubalcava, Assistant Superintendent of Curriculum, Instruction & Professional Development, presented for information the following revised Board Policy and Administrative Regulation:
- BP/AR 6142.7 – Physical Education and Activity

- BP/AR 6161.1** Jill Rubalcava, Assistant Superintendent of Curriculum, Instruction & Professional Development, presented for information the following revised Board Policy and Administrative Regulation:
- BP/AR 6161.1 – Selection and Evaluation of Instructional Materials
- BP/AR 3513.3** Joy Gabler, Superintendent, presented for information the following revised Board Policy and Administrative Regulation:
- BP/AR 3513.3 – Tobacco-Free Schools
- BP/AR 0440** Joy Gabler, Superintendent, presented for information the following revised Board Policy and Administrative Regulation:
- BP/AR 0440 – District Technology Plan
- AR 0420.4** Joy Gabler, Superintendent, presented information the following revised Administrative Regulation:
- AR 0420.4 – Charter School Authorization
- E 0420.41** Joy Gabler, Superintendent, presented for information the following revised Exhibit:
- E 0420.41 – Charter School Oversight

BOARD POLICIES AND ADMINISTRATION

- MOU – CA Health Kids Survey** Trustee Strickland made a motion to approve the Memorandum of Understanding for California Health Kids Survey to assess key school climate, student social emotional health and behavioral factors that are linked to positive youth development. Trustee Revious seconded; motion carried 5-0:
- Garcia – Yes
 - Garner – Yes
 - Hernandez – Yes
 - Revious – Yes
 - Strickland – Yes
- Freedom Writers Foundation** Trustee Garner made a motion to approve the consultant contract with Freedom Writers Foundation to provide professional development to JFK teachers. Trustee Hernandez seconded; motion carried 5-0:
- Garcia – Yes
 - Garner – Yes
 - Hernandez – Yes
 - Revious – Yes
 - Strickland – Yes
- CA Jumping** Trustee Strickland made a motion to approve the consultant contract with California Jumping for the end of year reward activity to students at Lincoln. Trustee Revious seconded; motion carried 5-0:
- Garcia – Yes
 - Garner – Yes
 - Hernandez – Yes
 - Revious – Yes
 - Strickland – Yes
- TWB Inspections** Trustee Revious made a motion to approve the contract with TWB Inspections to oversee the new administration and library building project at Monroe Elementary. Trustee Strickland seconded; motion carried 5-0:

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

**Mathematics
Solutions**

Trustee Strickland made a motion to approve the consultant contract with Mathematics Solutions to provide professional development to K through 2nd grade teachers. Trustee Garner seconded; motion carried 5-0:

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

BP 3541.2

Trustee Strickland made a motion to approve the revised Board Policy 3541.2 – Transportation for Students with Disabilities. Trustee Revious seconded; motion carried 5-0:

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

AR 3541.2

Trustee Garner made a motion to approve the deleted Administrative Regulation 3541.2 – Transportation for Students with Disabilities. Trustee Hernandez seconded; motion carried 5-0:

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

BP/AR 3314

Trustee Revious made a motion to approve the revised Board Policy and Administrative Regulation 3314 – Payment of Goods and Services. Trustee Garner seconded; motion carried 5-0:

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

BP/AR 3553

Trustee Strickland made a motion to approve the revised Board Policy and Administrative Regulation 3553 – Free and Reduced Price Meals. Trustee Hernandez seconded; motion carried 5-0:

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

BP 3300

Trustee Garner made a motion to approve the revised Board Policy 3300 – Expenditures and Purchases. Trustee Revious seconded; motion carried 5-0:

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

BP 3452 Trustee Strickland made a motion to approve the revised Board Policy 3452 – Student Activity Funds. Trustee Revious seconded; motion carried 5-0:

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

BP 3555 Trustee Garner made a motion to approve the revised Board Policy 3555 – Nutrition Program Compliance. Trustee Hernandez seconded; motion carried 5-0:

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

BP 3580 Trustee Strickland made a motion to approve the revised 3580 – District Records. Trustee Garner seconded; motion carried 5-0:

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

PERSONNEL

Trustee Garner made a motion to take Personnel items "a" through "c" and "e" through "k" together. Trustee Revious seconded; motion carried 5-0:

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

Trustee Garner then made a motion to approve Personnel items "a" through "c" and "e" through "k". Trustee Revious seconded; the motion carried 5-0:

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

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

Garcia – Yes
Garner – Yes
Hernandez – Yes

Revious – Yes
Strickland – Abstention

***Item “a” –
Employment***

The following items were approved:

Certificated, effective 8/8/17

- Deborah Arnold, Teacher, Probationary
- Torreya Edwards, Teacher, Probationary
- Samantha Erickson, Teacher, Probationary
- Alexis Farrar, Teacher, Probationary
- Kathryn Gonzales, Teacher, Probationary
- Elizabeth Hovis, Special Education Teacher, Probationary
- Jordan Jackson, Teacher, Probationary
- Morgan Lambert, Teacher, Probationary
- Terri Lindsey, School Nurse, Probationary
- Shelby Lofy, Special Education Teacher, Probationary
- Allen Manes, Teacher, Probationary
- Mayra Martin, Teacher, Probationary
- Erica Martinez, Teacher, Probationary
- Eileen Martinez-Bedolla, Teacher, Probationary
- Anna Moreno, Teacher, Probationary
- Jeana Navarro, Teacher, Probationary
- Jesus Rodriguez, Teacher, Probationary
- Arianne Rogado, Teacher, Probationary
- Amanda Sewell, Teacher, Probationary
- Lindsey Silva, Teacher, Probationary
- Chelsea Stafford, Teacher, Probationary
- Shannon Stockton, Teacher, Probationary
- Takeya Washington, Teacher, Probationary

Temporary Employees/Substitutes/Yard Supervisors

- Yvonne Anaya, Short-term Yard Supervisor – 1.0 hr. (M,W,F), Monroe, effective 4/3/17 to 6/7/17
- Jesse Atilano, Substitute Custodian II, effective 3/21/17
- Jose Avina, Substitute Custodian I, effective 3/24/17
- Dorcel Boyd, Substitute Clerk Typist I and Yard Supervisor, effective 3/23/17
- Melody Cantrell, Short-term Yard Supervisor – 1.0 hr. (T,Th), effective 4/4/17 to 6/7/17
- Andrice Dean, Yard Supervisor – 1.25 hrs., Richmond, effective 4/18/17
- Javantae Farmah, Substitute Educational Tutor K-6 and READY Program Tutor, effective 3/27/17; Short-term Educational Tutor K-6 – 1.0 hr. (M,F), Washington, effective 3/27/17 to 6/5/17
- Yashimia Ford-Evans, Substitute Yard Supervisor, effective 3/29/17
- Jeannie Fromme, Short-term Alternative Education Program Aide – 5.5 hrs., Community Day School, effective 3/29/17 to 6/7/17
- Yvonne Hernandez, Substitute Clerk Typist II, effective 4/6/17
- Alysha Knox, Short-term Yard Supervisor – 1.0 hr., Simas, effective 4/7/17 to 6/7/17
- Veronica Martin, Yard Supervisor – 1.0, Monroe, effective 4/18/17; Short-term Yard Supervisor – 1.25 hrs., Jefferson and 1.0 hr., Monroe, effective 4/18/17 to 6/7/17
- Isabela Medina, Folkloric Dance Coach, Jefferson, effective 3/17/17 to 5/19/17
- Jacqueline Medrano, Short-term Special Education Aide – 5.0 hrs., Simas, effective 3/27/17 to 6/7/17
- Henry Miranda, Substitute Yard Supervisor, effective 3/14/17
- Martha Murillo, Short-term Media Services Aide – 5.5 hrs., King, effective 4/24/17 to 6/9/17
- Marisol Ayala Navarro, Short-term Yard Supervisor – 2.5 hrs., Roosevelt, effective 4/18/17 to 6/7/17
- Carlos Ramos Palacios, Substitute Groundskeeper II, effective 3/13/17
- Carmen Aurora Pimentel, Short-term Special Circumstance Aide – 5.75 hrs., Monroe, effective 4/3/17 to 6/7/17
- Destiny Ramirez, Short-term READY Program Tutor – 4.5 hrs., King, effective 3/20/17

to 6/7/17

- Jacob Reed, Substitute Yard Supervisor, effective 3/24/17; Short-term Yard Supervisor – 1.5 hrs., King, effective 4/18/17 to 6/7/17
- Sylvia Reyna, Yard Supervisor – 1.5 hrs., Roosevelt, effective 4/18/17
- Madasen Rodriguez, Yard Supervisor – 1.0 hr., Monroe, effective 4/18/17
- Jade Smith, Short-term Yard Supervisor – 1.75 hrs., King, effective 3/29/17 to 6/7/17
- Cristina Solorio, Short-term Yard Supervisor – 1.5 hrs., Jefferson, effective 4/18/17 to 6/7/17
- Jazzmyne Squire, Substitute Yard Supervisor, effective 4/5/17
- Sherri Sumaya, Substitute Yard Supervisor, effective 4/6/17
- Blake Villi, Short-term Yard Supervisor – 1.0 hr., Roosevelt, effective 4/18/17 to 6/7/17
- Sandra Virden, Short-term Yard Supervisor – 1.0 hr., (W), Simas, effective 3/29/17 to 6/7/17
- Kou Xiong, Short-term Alternative Education Program Aide – 4.0 hrs., Community Day School, effective 4/3/17 to 6/7/17

***Item "b" –
Short-term
Employment***

CERTIFICATED STAFF SUMMER PROGRAMS

Summer Enrichment Program at John F. Kennedy Junior High School, June 12 - June 13, 2017 – 4 Hours/Day and June 14 - July 12, 2017 (no school July 4) – 5.5 Hours/Day

- Josie Cavanaugh, Teacher
- Jahna Costello, Teacher
- Gabriel deLeon, Teacher
- Jacquelyn Doyel, Teacher
- Jennifer Henderson, Summer Program Administrator, effective 6/26/17 to 6/30/17
- Rick Johnston, Summer Program Administrator, effective 7/3/17 to 7/12/17
- Damien Juarez, Teacher
- Aimee Ladd, Teacher
- Chad Nielsen, Teacher
- Travis Paden, Teacher
- Juan Padilla, Teacher
- Paul Raymond, Teacher
- April Silva, Teacher
- Melissa Simas, Teacher
- Jason Strickland, Summer Program Administrator, effective 6/12/17 to 6/23/17

Nursing Services for Summer Programs – June 9 – July 12, 2017 (no school July 4)

Migrant Program at Jefferson School – June 9 - 23, 2017

Summer Enrichment Program at John F. Kennedy Junior High School June 12 - July 12

- Kathleen Salyer, School Nurse, effective 6/12/17 and 6/13 – 4 Hours/Day and 6/14/17 to 7/12/17 – 5.5 Hours/Day
- Patricia Soper, School Nurse, effective 6/9/17 to 6/23/17 – 5 Hours/Day

Special Education Extended School Year at Lee Richmond School – June 9 – 5 Hours and June 12-June 29, 2017 – 5.75 Hours/Day

- Jennifer Levinson, Teacher, 6/21/17-6/29/17
- Samantha Wolfe, Teacher, 6/9/17-6/21/17

***Item "c" –
Resignations***

- Leah Blanco, Food Service Worker II – 2.5 hrs., Wilson, effective 6/7/17
- Melissa Goforth, Bus Driver – 4.5 hrs., Transportation/DSF, effective 4/7/17
- Mayra Martin, Substitute READY Program Tutor and Translator: Oral Interpreter and Written Translator, effective 3/22/17
- Stephanie Mendes, Special Education Aide – 5.0 hrs., Wilson, effective 6/7/17
- Audree Mercado, READY Program Tutor – 4.5 hrs., Hamilton, effective 4/7/17
- Brandynn Moore, Substitute Custodian I and Groundkeeper I, effective 11/2/16
- Christina Novielli, Teacher, King, effective 6/7/17
- Jennifer Perryman, READY Site Lead – 5.0 hrs., Richmond, effective 4/28/17 (revised)
- Jeanette Valdez-Lopez, Special Education Aide – 5.0 hrs., Lincoln, effective 6/7/17
- Estefania Villavicencio, READY Program Tutor – 4.5 hrs., Jefferson, effective 6/7/17
- Calvin Winston, Yard Supervisor – 2.25 hrs., Monroe, effective 6/7/17
- Anthony Zulim, Substitute Custodian I, effective 3/15/17

**Item “d” –
Retirement**

- Ann Marie Dowd, Teacher, District Office, effective 4/7/17
- Larry Hefner, Custodial Services Supervisor – 8.0 hrs., District Services Facilities, effective 6/1/17
- Maria G. Hernandez, Administrative Secretary II – 8.0 hrs., Program Development, Assessment and Accountability, effective 7/7/17
- Sylvia Roberts, Teacher, Roosevelt, effective 6/7/17
- Mary Strickland, Media Services Aide – 5.5 hrs., Simas, effective 6/14/17

**Item “e” –
Promotion**

- Miranda Banuelos, from READY Program Tutor – 4.5 hrs. to READY Site Lead – 5.0 hrs., Richmond, effective 5/1/17

**Item “f” –
Promotion/
Transfer**

- Brianne Brieno, from READY Program Tutor – 4.5 hrs., Simas to READY Site Lead – 5.0 hrs., Lincoln, effective 8/9/17

**Item “g” –
Reassignments**

- Stacie Johnson, from Jefferson Charter Academy 8th grade Teacher to Instructional Coach, Mathematics – Curriculum, Instruction and Professional Development
- Joanna Stone, from Monroe Kindergarten Teacher to Instructional Coach, Beginning Teacher Support – Curriculum, Instruction and Professional Development

**Item “h” –
Temporary Out of
Class Assignment**

- Rafael Lerma, from Custodian II – 8.0 hrs. to Head Custodian – 8.0 hrs., Wilson, effective 3/15/17 to 4/4/17
- Melisa Wakefield, from Educational Tutor K-6 – 3.5 hrs. to Student Specialist – 8.0 hrs., Washington, effective 3/28/17 to 6/9/17

**Item “i” –
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 3/20/17 to 4/24/17
- 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 3/20/17 to 4/24/17

**Item “j” – More
Hours**

- Veronica Martin, Short-term Yard Supervisor, from 1.0 hr. to 2.0 hrs., Monroe, effective 4/3/17 to 4/7/17

**Item “k” –
Volunteers**

<u>Name</u>	<u>School</u>
Jose Godines	Hamilton
Rosa Hernandez	Hamilton
Tiffany Lopez	Hamilton
Jessica Perez	Hamilton
Veronica Rubalcava	Jefferson
Judith Clagg	Jefferson
Michael Clagg	Jefferson
Laura Fernandez	Jefferson
Pauline Hershey	Jefferson
Carlos Laurean	Jefferson
Daniel Lugo	Jefferson
Kellie Noji (HESD Employee)	Jefferson
Francesca Lizaola	Jefferson
Ricardo Temores	Jefferson
Stefanie Umscheid (HESD Employee)	Jefferson
Griselda Buenrostro	Lincoln
Maria Magaña Mendoza	Lincoln
BreeAnna Cuevas	Monroe
Debbie Dell	Monroe
Theresa D’Sousa	Monroe
Cruz Lopez	Monroe
Ariana Silva	Monroe
Steven Cabral (HESD Employee)	Richmond

Ana Garcia	Richmond
Alysha Knox (HESD Employee)	Richmond
Veronica Resendis	Richmond
Misty Benjamin	Roosevelt
Carina Fernandez	Roosevelt
Alice Koller	Roosevelt
Lisa Coelho	Simas
Melanie Endo	Simas
Ana Estrada	Simas
Natalie Caldera	Washington
David Rivera	Washington
Erin Nuño	Jefferson/Simas

FINANCIAL

2017-18 LCAP Trustee Garner made a motion to approve the 2017-18 Local Control Accountability Plan and District budget public hearing date of June 14, 2017 at 5:30 p.m. Trustee Hernandez seconded; motion carried 5-0:

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

Resolution #28-17 Trustee Revious made a motion to approve Resolution #28-17: A Resolution of the Board of Trustees of the Hanford Elementary School District, Kings County, California, Authorizing the Issuance of Hanford Elementary School District (Kings County, California) Election of 2016 General Obligation Bonds, Series A, and Actions Related Thereto. Trustee Hernandez seconded; motion carried 5-0:

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

TETER Trustee Strickland made a motion to approve the professional services agreement with TETER to facilitate the modernization and portable replacement project at Lincoln Elementary School. Trustee Revious seconded; motion carried 5-0:

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

Adjournment There being no further business, President Garcia adjourned the meeting at 7:25 p.m.

Respectfully submitted,

Joy C. Gabler,
Secretary to the Board of Trustees

Approved:

Robert Garcia, President

Lupe Hernandez, Clerk

No	A/D	Sch Req'd	Home Sch	Date
I-219	A	Wilson	Lemoore	5/10/2017
I-220	A	Roosevelt	Lemoore	5/10/2017
I-221	A	Wilson	Laton	5/10/2017
I-222	A	Wilson	Laton	5/10/2017
I-223	A	Kennedy	Kings River	5/10/2017

No	A/D	Sch Req'd	Home Sch	Date
O-170	A	Kit Carson	King	5/10/2017
O-171	A	Lemoore	Simas	5/10/2017

HANFORD ELEMENTARY SCHOOL DISTRICT

Agenda Request Form**TO:** Joy Gabler**FROM:** Ramiro Flores**DATE:** 4/26/17**FOR:** (X) Board Meeting
() Superintendent's Cabinet**FOR:** () Information
(X) Action

Date you wish to have your item considered: May 10, 2017

ITEM: Consider approval of donations to Hamilton school from: The Habit Restaurants, LLC donation of 144.97 to be used to purchase student rewards for good behavior and attendance.**PURPOSE:** Funds can be used to purchase student rewards for good behavior and attendance.**FISCAL IMPACT:** None.**RECOMMENDATION:** Accept donations.

HANFORD ELEMENTARY SCHOOL DISTRICT

Agenda Request Form**TO:** Joy Gabler**FROM:** Ramiro Flores**DATE:** 5/1/17**FOR:** (X) Board Meeting
() Superintendent's Cabinet**FOR:** () Information
(X) Action

Date you wish to have your item considered: May 10, 2017

ITEM: Donation from Box Tops for Education**PURPOSE:** To use toward student rewards.**FISCAL IMPACT:**

Increase of 92.70 to 0100-1100-0-1110-1000-430000-029-0000.

RECOMMENDATION: Approve contract.

Hanford Elementary School District
HUMAN RESOURCES DEPARTMENT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Jaime Martinez

DATE: May 1, 2017

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

☒ Information
☐ Action

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **May 10, 2017**

ITEM: Receive California School Employees Association's (CSEA's) Initial Proposals for a Successor Agreement between Hanford Elementary School District and CSEA.

PURPOSE: To meet the "sunshining" requirements for collective bargaining proposals prior to the commencement of negotiations.

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

FISCAL IMPACT: Unknown; proposal is subject to negotiation.

RECOMMENDATION: Receive proposal for information only.

**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 1, 2017

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

☒ Information
☐ Action

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **May 10, 2017**

ITEM: Receive the District's Initial Proposals for a Successor Agreement between Hanford Elementary School District (HESD) and California School Employees Association (CSEA).

PURPOSE: To meet the "sunshining" requirements for collective bargaining proposal prior to the commencement of negotiations.

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

FISCAL IMPACT: Unknown; proposal is subject to negotiation.

RECOMMENDATION: Receive proposal for information only.

**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: 05/01/2017

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☒ Information
☐ Action

Date you wish to have your item considered: 05/10/2017

ITEM:

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

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

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 Board of Trustees 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)

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)

Adopted: _____, 2017

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

Adopted: _____, 2017

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 05/01/2017

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☒ Information
☐ Action

Date you wish to have your item considered: 05/10/2017

ITEM:

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

Consider adoption of the following Board Policy and Administrative Regulation at the next board meeting:
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~~ 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 apprenticeable 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: 05/01/2017

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☒ Information
☐ Action

Date you wish to have your item considered: 05/10/2017

ITEM:

Receive the following Administrative Regulation for information:
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:

Consider adoption of the following Administrative Regulation at the next board meeting:
BP/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

Adopted: _____, 2017

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 05/01/2017

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☒ Information
☐ Action

Date you wish to have your item considered: 05/10/2017

ITEM:

Receive the following revised Board Policy for information:
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:

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

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 05/01/2017

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☒ Information
☐ Action

Date you wish to have your item considered: 05/10/2017

ITEM:

Receive the following revised Exhibit for information:

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:

Consider adoption of the following Exhibit the next board meeting:

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: Board of Trustees

FROM: Joy C. Gabler

DATE: 05/01/17

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 05/10/17

ITEM: Memorandum of Understanding (MOU) with Kings Community Action Organization (KCAO) and Hanford Elementary School District (HESD).

PURPOSE: This MOU will enable KCAO and HESD to work together to follow the progress of current HESD students that were once involved in the KCAO Head Start Program. The data gathered and reviewed will provide insight on the effectiveness of current practices and improve outcomes for future KCAO and HESD students.

FISCAL IMPACT: None

RECOMMENDATIONS: Approve

Memorandum of Understanding
Between
Kings Community Action Organization
And
Hanford Elementary School District

This Memorandum of Understanding (MOU) sets forth the agreement between Kings Community Action Organization (KCAO) and Hanford Elementary School District (HESD) to advance the education of children enrolled in HESD and the KCAO Head Start Program.

Background:

Head Start programs promote school readiness of children ages birth to five from low-income families by supporting their development in a comprehensive way.

Head Start and Early Head Start programs offer a variety of service models, depending on the needs of the local community. Many Head Start and Early Head Start programs are based in centers and schools. Other programs are located in child care centers and family child care homes. Some programs offer home-based services that assigned dedicated staff who conduct weekly visits to children in their own home and work with the parent as the child's primary teacher.

Purpose:

The purpose of this MOU is to establish guidelines for KCAO to request and receive data of HESD students who were enrolled in the KCAO Head Start Program. KCAO will use the data of past Head Start students to analyze the effectiveness of current practices and improve outcomes for future KCAO and HESD students.

KCAO Agrees To:

1. Submit to HESD on an annual basis the full name, date of birth, and child identification number of children who were enrolled in the KCAO Head Start Program.
2. Appoint a representative to serve as primary contact with HESD.
3. Indemnify and hold harmless HESD's employees, trustees, and volunteers from and against all claims, demands, liability, judgements, awards, interest, attorney fees, costs and expenses of whatsoever kind or nature, at any time arising out of or in any way

connected with the performance of this MOU. This liability shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive on the part of the indemnifying party.

4. Support HESD's kindergarten registration by providing access to Head Start parents.

HESD Agrees To:

1. Provide to KCAO on an annual basis the test results, attendance, and other related data of the students from the list of names submitted by KCAO. Included with the annual data will be the overall test results, attendance and other related data from students who were not identified as being part of the Head Start programs (i.e. control group).
2. Conceal the identity of the children whose information is being provided to KCAO by assigning a random number identification.
3. Keep confidential the names, date of birth and other identification markers provided by KCAO.
4. Appoint a representative to serve as primary contact with KCAO.
5. Do not publish the results of the annual data provided to KCAO without the written consent of KCAO.
6. Indemnify and hold harmless KCAO's employees, board of directors, and volunteers from and against all claims, demands, liability, judgements, awards, interest, attorney fees, costs and expenses of whatsoever kind or nature, at any time arising out of or in any way connected with the performance of this MOU. This liability shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive on the part of the indemnifying party.

Term:

This MOU may be amended at any time by mutual written consent of the parties. The term of the MOU shall commence on the date that is signed by both parties. This MOU may be terminated by either party giving the other party a 30 day notice in writing.

Signatures:

Hanford Elementary School District

Kings Community Action Organization

By _____

By _____

Joy Gabler
Superintendent

Jeff Garner
Executive Director

Date _____

Date _____

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Karen McConnell

DATE: September 1, 2016

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: May 10, 2017

ITEM: Memorandum of Understanding between Big Smiles of California and the Hanford Elementary School District

PURPOSE: For the purpose of providing preventive dental services, including: exams, fluoride treatments, as well as x-rays and sealants where applicable for all children with parental/guardian signed consent.

FISCAL IMPACT: None

RECOMMENDATIONS: Approve

Smile Programs

... the mobile dentists



This Memorandum of Understanding (MOU) is made and entered into with Elliot Paul Schlang DDS, PC ("Big Smiles California"), the provider of quality dental services for children and Hanford Elementary School District (HESD). The parties have entered into this MOU for the purpose increasing the quality of children's lives by providing dental services to children often left without care.

1. Scope of Services. Big Smiles California will provide a dental exam, cleaning, fluoride treatment, x-rays and sealants, where applicable. In addition, restorative services such as: simple fillings, pulpotomies (a root canal on baby teeth), extractions of baby teeth and pulp caps are offered with a signed permission form.
2. Service Specifications.

Big Smiles California agrees to:

- At a date to be mutually agreed upon, to provide preventive and restorative dental services, including: exams, cleanings, fluoride treatments, as well as x-rays and sealants where applicable, in addition to simple fillings, pulpotomies on baby teeth, baby teeth extractions and pulp caps. Such care shall be offered to the children with parental/guardian signed consent as indicated on permission forms.
- Provide the aforementioned services to children between the ages of 1 ½ -18 years, who are eligible.
- Each school site served by Big Smiles of California will be served by our licensed California dentist (s) and hygienists.
- There is no charge to the schools or District for services rendered.
- When available, Medicaid covers 100% of treatment. Most insurances are accepted. If financial assistance is needed than insurance co-pays and deductibles will be covered.
- All children will be given a "report card" for their parents' review. Copies of x-rays are available to the family and dental offices.

Hanford Elementary School District agrees to:

- Assist the children and their families with completing the appropriate consent forms, thus providing valid consensual authority for Big Smiles California to perform dental services on each child seeking care.
 - Provide space in their facilities, suitable for the staff of Big Smiles California to set up their “dental offices” on their assigned days at the sites of service.
 - Provide a minimum of 25 children per site to be treated. If minimum is not reached, the visit may be revised or cancelled.
3. 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 September 1, 2017 shall remain in effect until June 30, 2018.
 4. 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.
 5. 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.
 6. 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.
 7. Employment Status. Big Smiles of California 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 Big Smiles of California performs the services which are the subject matter of this MOU. Big Smiles of California 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.

8. Warranty of Big Smiles of California. Big Smiles of California warrants that Big Smiles of California and each of the personnel employed or otherwise retained by Big Smiles of California 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. Dental services shall be provided in a manner consistent with all applicable standards and regulations governing such services. Big Smiles of California also warrants that all of its employees are covered by a current liability insurance policy during the term of this MOU.
9. 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.
10. 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.
11. Confidentiality. Services provided by Big Smiles of California are confidential in nature. All dental records shall be maintained by Big Smiles of California 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 Big Smiles of California. 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. Big Smiles of California 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 Big Smiles of California and HESD.
16. Integration. This MOU represents the entire understanding of Big Smiles of California 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. Records.
 - a. Big Smiles of California 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. Big Smiles of California shall assure the confidentiality of any records that are required by law to be so maintained.
 - c. Big Smiles of California shall comply with the Health Insurance Portability and Accountability Act of 1996 Public Law 104-19 (HIPAA). Big Smiles of California shall train all of its personnel regarding the requirements of the Act. Big Smiles of California 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.
12. Term. This MOU shall cover the period beginning on September 1, 2017 shall remain in effect until June 30, 2018.

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:

Elliot Paul Schlang DDS, PC
 Administrative Office
 33533 W. 12 Mile Road, Suite 150
 Farmington Hills, MI 48331

And

Karen McConnell, Assistant Superintendent
 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.



Elliot Paul Schlang, DDC, PC

4/25/17
DATE

Joy Gabler, Superintendent - Hanford Elementary School District

DATE

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Karen McConnell

DATE: May 1, 2017

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: May 10, 2017

ITEM: Memorandum of Understanding (MOU) between Kings View Counseling Services and Hanford Elementary School District

PURPOSE: This Memorandum of Understanding between Kings View Counseling Services and the Hanford Elementary School District is for the purpose of providing mental health counseling services to students referred by school personnel and agreed to by parents for treatment purposes.

FISCAL IMPACT: Fees for these services are addressed on page 2 and 3 of the MOU. Costs paid via Prop 98 – Resource 6512 budget.

RECOMMENDATIONS: Approve

**Memorandum of Understanding
Kings View Counseling Services for Kings County
And
Hanford Elementary School District**

This Memorandum of Understanding (“MOU”) is made and entered into with Kings View Counseling Services (“Kings View”), the provider of Mental Health Services and the 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:

Scope of Services.

- a. Kings View 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. Kings View 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 on the students IEP, monitor the student progress on the IEP and report such progress to HESD administration.
- b. Kings View staff will provide monthly logs of service to HESD outlining service provisions provided to each student served by Kings View staff.
- c. Kings View agrees to provide the educationally relevant counseling and guidance service 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 Kings View. Kings View agrees to have each of its employees who will access the district’s wireless network and SEIS review, sign and comply with the HESD’s “Acceptable Use Policy.”
- f. Kings View will provide certification to HESD to demonstrate its qualifications on as a Non-Public Agency through the California Department of Education.
- g. Kings View will provide documentation to HESD demonstrating eligibility of all its employees to be on schools sites (finger print checks) and having recent TB clearance.
- h. HESD will determine the number of students to be served under this MOU and locations of service for each student.

Service Specifications.

Kings View 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. Case Management/Consultation Services

Compensation/Billing.

- a. An accounting/invoice shall be submitted to HESD by Kings View quarterly for each student indicating the school district of residence; student's date of birth, the nature of the services provided; 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 the IEP-driven educationally relevant counseling and guidance service due and payable to Kings View. The compensation shall be paid within thirty (30) business days after receipt of the invoice.
- b. It will be the responsibility of Kings View to diligently account for and seek reimbursement from the State for all Medi-Cal/Early and Periodic Screening and Diagnostic Treatment ("EPSDT") eligible services.
- c. Kings View agrees to diligently leverage additional funding from other sources, should any exist or come into existence. Such funding and/or reimbursements received by Kings View for educationally relevant counseling and guidance service shall offset any amount HESD is required to fund under this MOU.

Rate of Service.

Kings View proposes to bill HESD for all staff time required for IEP services at whatever the current Short/Doyle Medi-Cal billing rate is for the particular service. If it is not a billable Medi-Cal service, Kings View will bill the Medi-Cal rate for Mental Health Services.

Medi-Cal rates are based on Kings View's actual costs which are defined and audited by the state, but an interim billing rate is used and is based on as close an estimate to actual costs as possible. Since the State is in the process of changing the methodology for determining that rate, and is also eliminating the State Maximum Allowable, it is possible that the rates could go up or down from what they are currently. Therefore, the rates shown below are subject to change based on the above.

Kings View Medi-Cal Billing Rates (2016-17)

Case Management, Brokerage	\$2.25 per minute	\$135.00 per hour
Mental Health Services	\$2.85 per minute	\$171.00 per hour
Agency Consultation	\$2.85 per minute	\$171.00 per hour

Case Management, Brokerage includes linkage and consultation.

Mental Health Services includes individual, group and family therapy, as well as collateral and rehab.

Kings View will bill HESD per minute which includes direct fact-to-face time as well as documentation time. If a student is eligible for Medi-Cal, any Medi-Cal billable service costs would be credited in the amount of the Federal Financial Participation ("FFP") which is currently 50%. HESD would then be responsible only for the non-FFP portion for Medi-Cal billable services provided to Medi-Cal eligible children. For example:

Medi-Cal Eligible Student receives an hour of therapy-	
Billing is for one (1) hour @ \$2.85 per minute =	\$171.00 per hour
Medi-Cal FFP credit @ 50%=	(-85.50)
Balance to be paid by HESD=	<\$85.50>
Non Medi-Cal Eligible Student receives an hour of therapy-	

Billing is for one (1) hour @ \$2.85 per minute =	\$171.00 per hour
Medi-Cal FFP credit @ 50%=	(-0.00)
Balance to be paid by HESD=	<\$171.00>

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 August 1, 2016 and shall remain in effect until June 30, 2017.

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. Kings View 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.

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 of any defect in notice thereof, then the maximum liability shall not exceed the amount payable to Kings View under "rate of service" noted above.

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.

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.

Employment Status.

Kings View 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 Kings View performs the services which are the subject matter of this MOU. Kings View understands and agrees that its employees shall not be and will not be eligible for membership 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 the LEA employee.

Warranty of Kings View.

Kings View warrants that Kings View and each of the personnel employed or otherwise retained by Kings View 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 regulation governing such services. Staff will be either a Licensed Marriage and Family Therapist, or a Licensed Social Worker, or will be a Masters Level Counselor, or Social Working with a Pupil Personnel Services Credential. Kings View also warrants that all of its employees are covered by a currently liability insurance policy during the term of this MOU.

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.

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, suites, 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 that 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 satisfaction to the other party or parties. The obligation to indemnify set forth in this section shall including reasonable attorneys' fees and investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that nay claim or demand is made.
- c. The indemnifying party's obligation under this sectional 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 of 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.

Confidentially.

Services provided by Kings View are confidential in nature. All mental health records shall be maintained by Kings View and not shared with HESD or their officers, agents, or employees, expect as authorized by law. Confidential information obtained by HESD or its officers, agents, or employees, in the course of receiving services and/or residential placement under this MOU may not be disclosed expect as authorized by law or unless HESD secures prior written authorization from Kings View. HESD and their officers, agents, and employees, agree to obey all applicable laws and regulations, including without limitation the provisions of the Health Information Portability and Accountability Act, the Pubic 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, regulation, 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. Kings View agrees to have all its employees abide by these confidentiality laws regarding student records.

Third Party Rights.

Nothing in this MOU shall be construed to give any rights or benefits to anyone other than Kings View and HESD.

Integration.

This MOU represents the entire understating of Kings View and HESD as to those matters contained herein and superseded 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 parties hereto.

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 for the by the State department of Mental Health and Federal regulation.

Records.

- a. Kings View shall keep complete accurate records as required by law for the service performed pursuant to this MOU. Those records shall only be releasable in accordance with appropriate provisions of law.
- b. Kings View shall assure the confidentiality of any records that are required by law to be so maintained.
- c. Kings View shall comply with the Health Insurance Portability and Accountability Act of 1996 Public Law 104-19 ("HIPAA"). Kings View shall train all of its personnel regarding the requirement of the Act. Kings View shall implement all privacy protections to individual's identifiable protected health information.

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 or arbitration or litigation, including expert witness fees and attorney fees.

Staffing.

Staffing is dependent on the number of students and amount of service. It is understood these hours may fluctuate based on the student's IEP requirements. Should the numbers of students increase rapidly, Kings View will be provided one (1) month to secure staff resources in order to address the needs of students being serviced as outlined on the IEP.

Term.

This MOU shall cover the period beginning on August 1, 2016, through the close of business on June 30, 2017. However, this MOU may be extended by parties' mutual written consent.

Any notice requires 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:

Kings View Counseling Services for Kings County
 1393 Bailey Drive
 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 or 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 positing.

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 successor, to be fully bound by all terms and conditions of this MOU.

Hanford Elementary School District

 Joy Gabler, Superintendent
 Hanford Elementary School District

 Date

Kings View Counseling Services for Kings County

 Brenda Johnson-Hill, LMFT Executive Director
 Kings View Counseling Services for Kings County

 Date

HANFORD ELEMENTARY SCHOOL DISTRICTAGENDA REQUEST FORM

TO: Joy Gabler
FROM: David Goldsmith 
DATE: May 2, 2017

For: ☒ Board Meeting
☐ Superintendent's Cabinet

For: ☐ Information
☒ Action

Date you wish to have your item considered: May 10, 2017

ITEM: Out-of-state travel for 2017 Black Hat USA Information Security Conference and Professional Development

PURPOSE: Black Hat USA is the information security conference that sets the benchmark for all other cyber-security conferences. Black Hat is where the absolute latest attack and defense research is released, and provides training opportunities to better prepare our organization's networking staff for the always present and ever-evolving data security threats.

The Black Hat USA Information Security Conference takes place on July 24-27, and is located in Las Vegas, Nevada.

FISCAL IMPACT: \$1200 from HESDnet training budget

RECOMMENDATION: Approve attendance for Michael Hernandez, Network Engineer

HANFORD ELEMENTARY SCHOOL DISTRICT

Agenda Request Form

TO: Joy C. Gabler

FROM: Gerry Mulligan

DATE: May 1, 2017

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

FOR: () Information
(X) Action

Date you wish to have your item considered: May 10, 2017

ITEM:

Consider award for the Monroe New Administration & Library Building Project to Marko Construction Group.

PURPOSE:

Marko Construction Group was low bid to the Monroe New Administration & Library Building Project. Once the bid is awarded, we expect to start the project on June 8th. The work shall be completed by February 2018.

FISCAL IMPACT:

The total cost for labor and materials on this project is \$2,075,000.

RECOMMENDATION:

Award bid as presented for the Monroe New Administration & Library Building Project to Marko Construction Group.

Hanford Elementary School District
HUMAN RESOURCES DEPARTMENT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Jaime Martinez

DATE: May 1, 2017

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

☐ Information
☒ Action

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **May 10, 2017**

ITEM: Hear Public input on 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).

PURPOSE: HETA's initial proposal for amendments to the 2017-2018 Collective Bargaining Agreement with HESD was presented at the April 26, 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)].

FISCAL IMPACT: Unknown at this time.

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

TO: Jaime Martinez, Assistant Superintendent, Human Resources
FROM: Gina Young, HETA VP, Negotiations
RE: HETA Contract Reopeners per Article 1 C of the Collective
Bargaining Agreement
DATE: March 21, 2017

Article 11 Calendar

We previously agreed to the calendar with the following information-

Draft # 1:

1st Day for Teachers Aug 8th (Tuesday)

1st Day for Students Aug 14th (Monday)

Last Day June 6th (Wednesday)

Two Mondays off in February

Article 18 Employee Group Health and Welfare Insurance Benefits

HETA would like the District to maintain fully District paid Dental, Vision, Life, and Medical insurance premiums, including any increase for the 2017-2018 school year.

Article 20 Salary

The Association proposes that the salary schedule be increased so the District is highly competitive with other school districts in Kings and Tulare Counties in order to retain current employees and continue to attract high quality educators for the future.

Gina Young

HETA VP, Negotiations

Team members-

Garrett Toy

Kristi Hamilton

Griselda Torres

Peter Gonsalves

Hanford Elementary School District
HUMAN RESOURCES DEPARTMENT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Jaime Martinez

DATE: May 1, 2017

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

☐ Information
☒ Action

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **May 10, 2017**

ITEM: Hear Public input on 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.

PURPOSE: The District's initial proposal for amendments to the 2017-2018 Collective Bargaining Agreement with HETA was presented at the April 26, 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)].

FISCAL IMPACT: Unknown at this time.

RECOMMENDATION: Hear public comments and accept District's Initial Proposal for contract negotiations with HETA.

**HANFORD ELEMENTARY SCHOOL DISTRICT'S
INITIAL PROPOSAL FOR AMENDMENTS TO THE
COLLECTIVE BARGAINING AGREEMENT WITH
HANFORD ELEMENTARY TEACHERS' ASSOCIATION (HETA)
Effective July 1, 2017**

Article 11: School Calendar and Work Year

Discuss calendar option recommended by HETA.

Article 18: Employee Group Health and Welfare Insurance Benefits

Discuss District contributions towards Health and Welfare Benefit premiums in light of increases to health benefit plans for the coming school year.

Article 20: Salary

Discuss certificated compensation in light of current District and state budget conditions.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler
FROM: Liz Simas
DATE: April 4, 2017

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

Date you wish to have your item considered: 05/10/17

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

BP/AR 3515.2 - Disruptions

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

FISCAL IMPACT (if any): None

RECOMMENDATION (if any): Approve

Hanford ESD

Board Policy

Disruptions

BP 3515.2

Business and Noninstructional Operations

The Governing Board ~~of Trustees~~ is committed to providing a safe and orderly environment for ~~district~~ students, staff, and others ~~while they are~~ on district property or while engaged in school activities.

The Superintendent or designee shall remove any individual who, by his/her presence or action, disrupts or threatens to disrupt normal ~~district or school~~ operations at a school campus or any other district facility, threatens the health or safety of anyone on district property, or causes or threatens to cause damage to district property or to any property on school grounds.

(cf. 1250 - Visitors/Outsiders)

(cf. 3515 - Campus Security)

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

(cf. 4158/4258/4358 - Employee Security)

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

(cf. 5131.4 - Student Disturbances)

The Superintendent or designee shall establish a plan describing staff responsibilities and actions to be taken when an individual is causing or threatening to cause a disruption. The plan shall address, as appropriate, visitor registration procedures; campus security measures; evacuation procedures; lock-down procedures; possible responses to an active shooter situation; communications within the school and with parents/guardians, law enforcement, and the media in the event of an emergency; and crisis counseling or other assistance for students and staff after a disruption.~~a disruption.~~ In developing such a plan, the Superintendent or designee shall consult with law enforcement to create guidelines for law enforcement support and intervention when necessary. ~~in the event of a disruption.~~

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3515.3 - District Police/Security Department)

(cf. 3515.7 - Firearms on School Grounds)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

The Superintendent or designee shall provide training to school staff on how to identify and respond to actions or situations that may constitute a disruption.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Any employee who believes that a disruption may occur shall immediately contact the principal. The principal or designee shall notify law enforcement in accordance with Education Code 48902 and 20 USC 7151 and in other situations, as appropriate.

~~Safe School Zone~~

~~Possession of a firearm within 1000 feet of any district school is prohibited except when authorized by law. (Penal Code 626.9)~~

~~Possession of any other unauthorized weapon or dangerous instrument is prohibited on school grounds or buses and at school-related or school-sponsored activities without the written permission of school authorities.~~

~~(cf. 5131.7 - Weapons and Dangerous Instruments)~~

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

~~(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))~~

Legal Reference:

EDUCATION CODE

32210 Willful disturbance of public school or meeting, misdemeanor

32211 Threatened disruption or interference with classes; misdemeanor

35160 Authority of governing boards

44810 Willful interference with classroom conduct

44811 Disruption of classwork or extracurricular activities

48902 Notification of law enforcement authorities

51512 Prohibited use of electronic listening or recording device

PENAL CODE

243.5 Assault or battery on school property

415.5 Disturbance of peace of school

626-626.11 Schools, crimes, especially:

626.7 Failure to leave campus or facility; wrongful return; penalties; notice; exceptions

626.8 Disruptive presence at schools

626.81 Misdemeanor for registered sex offender to come onto school grounds

626.85 Misdemeanor for specified drug offender presence on school grounds

626.9 Gun Free School Zone Act

627-627.10 Access to school premises

653b Loitering about schools or public places

12556 Imitation firearms

30310 Prohibition against ammunition on school grounds

UNITED STATES CODE, TITLE 20

7151 Gun-Free Schools Act

COURT DECISIONS

Reeves v. Rocklin Unified School District, (2003) 109 Cal.App.4th 652

In Re Joseph F., (2000) 85 Cal.App.4th 975

In Re Jimi A., (1989) 209 Cal.App.3d 482

In Re Oscar R., (1984) 161 ~~Cal.App~~CalApp.3d 770

ATTORNEY GENERAL OPINIONS

79 Ops.Cal.Atty.Gen. 58 (1996)

Management Resources:

CSBA PUBLICATIONS

911! A Manual for Schools and the Media During a Campus Crisis, 2001

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Guide for Developing High-Quality School Emergency Operations Plans, 2013

~~Practical Information on Crisis Planning: A Guide for Schools and Communities, May 2003~~

WEB SITES

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

California Department of Education, Safe Schools Office: <http://www.cde.ca.gov/ls/ss>

U.S. Department of Education, ~~Emergency Planning:~~

<http://www.ed.gov/admins/lead/safety/emergencyplan>

Policy HANFORD ELEMENTARY SCHOOL DISTRICT

adopted: June 16, 2010 Hanford, California

revised:

Hanford ESD

Administrative Regulation

Disruptions

AR 3515.2

Business and Noninstructional Operations

The principal or designee may direct any person, except a student, school employee, or other person required by his/her employment to be on school grounds, to leave school grounds or school activity if: ~~(Education Code 44810, 44811; Penal Code 415.5, 626.7, 626.8, 626.81, 626.85)~~

1. The principal or designee has reasonable basis for concluding that the person is committing or has entered the campus with the purpose of committing an act which is likely to interfere with the peaceful conduct, discipline, good order, or administration of the school or a school activity, or with the intent of inflicting damage to any person or property. (Education Code 44810, 44811; Penal Code 626.7)

~~(cf. 3515.3 - District Police/Security Department)~~

2. The person fights or challenges another person to a fight, willfully disturbs another person by loud and unreasonable noise, or uses offensive language which could provoke a violent reaction. (Penal Code 415.5)

~~(cf. 4158/4258/4358 - Employee Security)~~

3. The person, ~~loiters around a school~~ without lawful business for being present, loiters around a school -or reenters a school within 72 hours after he/she was asked to leave. (Penal Code 653b)

4. The person is required to register as a sex offender pursuant to Penal Code 290 and does not have a lawful purpose and written permission from the principal or designee to be on school grounds. ~~(Penal Code 626.81)~~

(cf. 1250 - Visitors/Outsiders)

(cf. 3515.5 - Sex Offender Notification)

5. The person is a specified drug offender, as defined in Penal Code 626.85, and does not have written permission from the principal or designee to be on school grounds. However, such specified drug offender may be on school grounds during any school activity if he/she is a

student or the parent/guardian of a student attending the school. (Penal Code 626.85);

~~(cf. 1240 - Volunteer Assistance)~~

6. The person willfully or knowingly creates a disruption with the intent to threaten the immediate physical safety of students, staff, or others~~any student in grades K-8~~ while attending, arriving at, or leaving school. (Penal Code 626.8)

7. The person has otherwise established a continued pattern of unauthorized entry on school grounds. (Penal Code 626.8)

(cf. 1240 - Volunteer Assistance)

(cf. 3515.3 - District Police/Security Department)

(cf. 4158/4258/4358 - Employee Security)

(cf. 6145.2 - Athletic Competition)

The principal or designee shall allow a parent/guardian who was previously directed to leave school grounds to reenter for the purpose of retrieving his/her child for disciplinary reasons, medical attention, or family emergencies, or with the principal or designee's prior written permission. (Penal Code 626.7, 626.85)

When directing any person to leave school premises, the principal or designee shall inform the person that he/she may be guilty of a crime if he/she: (Education Code 32211; Penal Code 626.7, 626.8, 636.85)

1. Fails to leave or remains after being directed to leave ~~(Penal Code 626.7, 626.8, 626.85)~~

2. Returns to the campus without following the school's posted registration requirements ~~(Penal Code 626.7)~~

3. Returns within seven days after being directed to leave ~~(Penal Code 626.8, 626.85)~~

(cf. 0450 - Comprehensive Safety Plan)

Whenever an individual is causing or threatening to cause a disruption at any district facility other than a school campus, the Superintendent or designee may direct that individual to leave the facility consistent with this regulation and the accompanying Board policy.

~~(cf. 1250 - Visitors/Outsiders)~~

Appeal Procedure

Any person who is asked to leave a school building or grounds may appeal to the Superintendent or designee. -This appeal shall be made no later than the second school day after the person has departed from the school building or grounds. -After reviewing the matter with the principal or

designee and the person making the appeal, the Superintendent or designee shall render his/her decision within 24 hours after the appeal is made, and this decision shall be binding. (Education Code 32211)

The decision of the Superintendent or designee may be appealed to the Governing Board ~~of Trustees~~. Such an appeal shall be made no later than the second school day after the Superintendent or designee has rendered his/her decision. ~~The Board shall consider and decide the appeal at its next scheduled regular or adjourned regular public meeting. The Board's decision shall be final.~~ (Education Code 32211)

In any circumstance where a person has been directed to leave a school building or ground where the Superintendent's or Board's office is situated, he/she may nevertheless enter the school building or ground solely for the purpose of making the appeal. (Education Code 32211)

Regulation HANFORD ELEMENTARY SCHOOL DISTRICT
 approved: June 16, 2010 Hanford, California
 revised: August 22, 2012
revised:

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Board of Trustees

FROM: Joy C. Gabler

DATE: 04/27/17

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 05/10/17

ITEM: Receive the following revised Administrative Regulation for approval:

- AR 0420.4 – Charter School Authorization

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

FISCAL IMPACT: None

RECOMMENDATIONS: Approve

Hanford ESD

Administrative Regulation

Charter School Authorization

AR 0420.4

Philosophy, Goals, Objectives and Comprehensive Plans

Petition Signatures

A petition for the establishment of a start-up charter school must be signed by either of the following: (Education Code 47605)

1. A number of parents/guardians equivalent to at least one-half of the number of students that the charter school estimates will enroll in the school for its first year of operation
2. A number of teachers equivalent to at least one-half of the total number of teachers that the charter school estimates will be employed at the school during its first year of operation

If the charter petition calls for an existing public school to be converted to a charter school, the petition must be signed by at least 50 percent of the permanent status teachers currently employed at the school. (Education Code 47605)

(cf. 4116 - Permanent/Probationary Status)

In circulating a petition, the petitioners shall include a prominent statement explaining that a parent/guardian's signature means that the parent/guardian is meaningfully interested in having his/her child attend the charter school or, in the case of a teacher's signature, that the teacher is meaningfully interested in teaching at the charter school. The proposed charter shall be attached to the petition. (Education Code 47605)

Advisory Committee

At his/her discretion, the Superintendent or designee may establish a staff advisory committee to evaluate the completeness of a petition or the merits of a proposed educational program and to identify any concerns that should be addressed by the petitioners. The Superintendent or designee shall also consult with legal counsel, as appropriate, regarding compliance of the charter proposals with legal requirements.

(cf. 2230 - Representative and Deliberative Groups)

Components of Charter Petition

The charter petition shall include affirmations of the conditions described in Education Code 47605(d) as well as reasonably comprehensive descriptions of: (Education Code 47605, 47611.5)

1. — The educational program of the school, designed, among other things, to identify those whom the school is attempting to educate, what it means to be an "educated person" in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling students to become self-motivated, competent, and lifelong learners.

The petition shall include a description of annual goals for all students and for each numerically significant subgroup of students identified pursuant to Education Code 52052, including ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, ~~and~~ foster youth, and homeless students. These goals shall be aligned with the state priorities listed in Education Code 52060 that apply to the grade levels served or the nature of the program operated by the charter school. The petition also shall describe specific annual actions to achieve those goals. The petition may identify additional priorities established by the charter school, goals aligned with those priorities, and specific annual actions to achieve those goals.

If the proposed school will serve high school students, the petition shall describe the manner in which the charter school will inform parents/guardians about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered transferable, and courses approved by the University of California or the California State University as creditable under the "a-g" admissions criteria may be considered to meet college entrance requirements.

2. The measurable student outcomes identified for use by the charter school. Student outcomes means the extent to which all students of the school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the school's educational program, including outcomes that address increases in student academic achievement both schoolwide and for each numerically significant subgroup of students served by the charter school. The student outcomes shall align with the state priorities identified in Education Code 52060 that apply for the grade levels served or the nature of the program operated by the charter school.

3. The method by which student progress in meeting the identified student outcomes is to be measured. To the extent practicable, the method for measuring student outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card.

(cf. 0510 - School Accountability Report Card)

4. The governance structure of the school, including, but not limited to, the process to be

followed by the school to ensure parent/guardian involvement.

5. The qualifications to be met by individuals to be employed by the school.
6. The procedures that the school will follow to ensure the health and safety of students and staff, including the requirement that each school employee furnish the school with a criminal record summary as described in Education Code 44237.
7. The means by which the school will achieve a racial and ethnic balance among its students that is reflective of the general population residing within the district's territorial jurisdiction.
8. Admission requirements, if applicable.
9. The manner in which annual, independent financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the ~~Board of Trustees's~~[Governing Board's](#) satisfaction.
10. The procedures by which students can be suspended or expelled.
11. The manner by which staff members of the charter school will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security.
12. The public school attendance alternatives for students residing within the district who choose to not attend the charter school.
13. A description of the rights of any district employee upon leaving district employment to work in the charter school and of any rights of return to the district after employment at the charter school.
14. The procedures to be followed by the charter school and the Board to resolve disputes relating to charter provisions.
15. A declaration as to whether or not the charter school shall be deemed the exclusive public school employer of the school's employees for purposes of collective bargaining under Government Code 3540-3549.3.
16. The procedures to be used if the charter school closes, including, but not limited to: (5 CCR 11962)
 - a. Designation of a responsible entity to conduct closure-related activities
 - b. Notification to parents/guardians, the Board, the county office of education, the special

education local plan area in which the school participates, the retirement systems in which the school's employees participate, and the California Department of Education, providing at least the following information:

- (1) The effective date of the closure
 - (2) The name(s) and contact information of the person(s) to whom reasonable inquiries may be made regarding the closure
 - (3) The students' districts of residence
 - (4) The manner in which parents/guardians may obtain copies of student records, including specific information on completed courses and credits that meet graduation requirements
- c. Provision of a list of students at each grade level, the classes they have completed, and their districts of residence to the responsible entity designated in accordance with item #16a above
 - d. Transfer and maintenance of all student records, all state assessment results, and any special education records to the custody of the responsible entity designated in accordance with item #16a above, except for records and/or assessment results that the charter may require to be transferred to a different entity
 - e. Transfer and maintenance of personnel records in accordance with applicable law
 - f. Completion of an independent final audit within six months after the closure of the school that includes an accounting of all financial assets and liabilities pursuant to 5 CCR 11962 and an assessment of the disposition of any restricted funds received by or due to the school
 - g. Disposal of any net assets remaining after all liabilities of the school have been paid or otherwise addressed pursuant to 5 CCR 11962
 - h. Completion and filing of any annual reports required pursuant to Education Code 47604.33
 - i. Identification of funding for the activities identified in item #16a-h above

Charter school petitioners shall provide information to the Board regarding the proposed operation and potential effects of the school, including, but not limited to: (Education Code 47605)

1. The facilities to be used by the school, including where the school intends to locate
(cf. 7160 - Charter School Facilities)

2. The manner in which administrative services of the school are to be provided
3. Potential civil liability effects, if any, upon the school and district
4. Financial statements that include a proposed first-year operational budget, including start-up costs and cash-flow and financial projections for the first three years of operation

Location of Charter School

Unless otherwise exempted by law, the charter petition shall identify a single charter school that will operate within the geographic boundaries of the district. A charter school may propose to operate at multiple sites within the district as long as each location is identified in the petition. (Education Code 47605, 47605.1)

A charter school that is unable to locate within the district's jurisdictional boundaries may establish one site outside district boundaries but within the county, provided that: (Education Code 47605, 47605.1)

1. The district is notified prior to approval of the petition.
2. The County Superintendent of Schools and Superintendent of Public Instruction are notified before the charter school begins operations.
3. The charter school has attempted to locate a single site or facility to house the entire program but such a facility or site is unavailable in the area in which the school chooses to locate, or the site is needed for temporary use during a construction or expansion project.

A charter school may establish and locate a resource center, meeting space, or other satellite facility in an adjacent county if both of the following conditions are met: (Education Code 47605.1)

1. The facility is used exclusively for the educational support of students who are enrolled in nonclassroom-based independent study of the charter school.
2. The charter school provides its primary educational services in, and a majority of the students it serves are residents of, the county in which the school is authorized.

Regulation HANFORD ELEMENTARY SCHOOL DISTRICT
 approved: April 9, 2014 Hanford, California
revised:

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Board of Trustees

FROM: Joy C. Gabler

DATE: 04/27/17

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 05/10/17

ITEM: Receive the following revised Exhibit for approval:

- E 0420.41 – Charter School Oversight

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

FISCAL IMPACT: None**RECOMMENDATIONS:** Approve

Hanford ESD

Exhibit

Charter School Oversight

E 0420.41

Philosophy, Goals, Objectives and Comprehensive Plans

Requirements For Charter Schools

~~Charter schools are exempt from provisions of the Education Code unless they are expressly included in the law. However, charter schools are~~

Charter schools shall be subject to the terms of their charters, any memorandum of understanding with their chartering authority, and other legal requirements that expressly include charter schools, including, but not limited to, requirements that each charter school:

~~1. Comply with the state and federal constitution and applicable state and federal laws~~

~~2. Comply with state laws that apply to governmental agencies in general, such as the Brown Act requirements in Government Code 54950-54963~~

31. Be nonsectarian in its programs, admission policies, employment practices, and all other operations (Education Code 47605)

42. Not discriminate against any student on the basis of the characteristics listed in Education Code 220 (Education Code 47605)

53. Not charge tuition (Education Code 47605)

64. Not charge student fees for any activity that is an integral component of the educational program, except as authorized by those Education Code provisions that explicitly apply to charter schools

75. Adhere to all laws establishing the minimum age for public school attendance (Education Code 47610)

86. Serve students who are California residents and who, if over 19 years of age, are continuously enrolled in a public school and making "satisfactory progress" toward a high school diploma as defined in 5 CCR 11965 (Education Code 47612)

9

7. Serve students with disabilities in the same manner as such students are served in other

public schools (Education Code 47646, 56145)

~~108.~~ Admit all students who wish to attend the school, according to the following criteria and procedures:

a. Admission to the charter school shall not be determined according to the student's place of residence, or that of his/her parents/guardians, within the state, except that any existing public school converting partially or entirely to a charter school shall adopt and maintain a policy giving admission preference to students who reside within the school's former attendance area. (Education Code 47605)

If a charter school will be physically located in a public elementary school attendance area in which 50 percent or more of the student enrollment is eligible for free or reduced-price meals, it may also establish an admissions preference for students who are currently enrolled in the public elementary school and for students who reside in the public school attendance area. ~~-(Education Code 47605.3)~~

b. If the number of students who wish to attend the charter school exceeds the school's capacity, attendance shall be determined by a public random drawing. However, preference shall be extended to students currently attending the charter school and students who reside in the district, except as provided for in Education Code 47614.5. (Education Code 47605)

c. Other admissions preferences may be permitted by the chartering district on an individual school basis consistent with law. (Education Code 47605)

~~149.~~ Immediately enroll a homeless student, except where such enrollment would conflict with Education Code 47605(d) (Education Code 48850; 42 USC 11431-11435)

~~10.~~ Comply with the requirements of Education Code 48850-48859 regarding the enrollment and placement of foster youth (Education Code 48853.5, 48859)

11.

~~1412.~~ Require its teachers to hold a certificate, permit, or other document issued by the Commission on Teacher Credentialing (CTC) equivalent to that which a teacher in other public schools would be required to hold (Education Code 47605)

~~15. —Require its teachers of core academic subjects to satisfy requirements for "highly-qualified teachers" as defined by the State Board of Education (SBE) —(20 USC 6319; 34 CFR 300.18)~~

~~16123.~~ Provide annual training on child abuse and neglect reporting requirements to employees and persons working on their behalf who are mandated reporters, within the first six weeks of each school year or within six weeks of employment (Education Code 44691)

~~171314.~~ Not hire any person, in either a certificated or classified position, who has been

convicted of a violent or serious felony except as otherwise provided by law (Education Code 44830.1, 45122.1)

~~18145.~~ Report to the CTC any change in a certificated employee's employment status (dismissal, nonreelection, resignation, suspension, unpaid administrative leave for more than 10 days, retirement, or other decision not to employ or reemploy) as a result of an allegation of misconduct or while an allegation of misconduct is pending (Education Code 44030.5)

~~191156.~~ Meet the requirements of Education Code 47611 regarding the State Teachers' Retirement System (Education Code 47610)

~~201167.~~ Meet the requirements of Government Code 3540-3549.3 related to collective bargaining in public education employment (Education Code 47611.5)

~~21.—If the school receives Title I funds, meet federal requirements for qualifications of paraprofessionals working in programs supported by Title I funds—(20 USC 6319)~~

~~221178.~~ Meet all statewide standards and conduct ~~the student assessments required by Education Code 60605 and 60851 and any other statewide standards or~~ assessments applicable to noncharter public schools (Education Code 47605, 47612.5, 60605, 60850-60859)

~~23~~

~~1189.~~ Offer at least the number of instructional minutes required by law for the grade levels provided by the charter school (Education Code 46201.2, 47612.5)

~~241920.~~ If the school provides independent study, meet the requirements of Education Code 51745-51749.3, except that the school may be allowed to offer courses required for graduation solely through independent study as an exception to Education Code 51745(e) (Education Code 47612.5, 51747.3; 5 CCR 11705)

~~252024.~~ Identify and report to the Superintendent of Public Instruction (SPI) any portion of its average daily attendance that is generated through nonclassroom-based instruction, including, but not limited to, independent study, home study, work study, and distance and computer-based education (Education Code 47612.5, 47634.2; 5 CCR 11963.2)

~~262122.~~ If the school offers competitive athletics, annually post on the school's web site or on the web site of the charter operator the total enrollment of the school classified by gender, the number of students who participate in competitive athletics classified by gender, and the number of boys' and girls' teams classified by sport and by competition level (Education Code 221.9)

~~272223.~~ If the school offers an athletic program, annually provide an information sheet

about concussion and head injury to athletes and their parents/guardians, which must be signed and returned to the school before the athlete initiates practice or competition. In the event that an athlete is suspected of sustaining a concussion or head injury in an athletic activity, he/she shall be immediately removed from the activity for the remainder of the day and shall not be permitted to return to the activity until he/she is evaluated by a licensed health care provider and receives written clearance to return to the activity. (Education Code 49475)

~~282324~~. On a regular basis, consult with parents/guardians and teachers regarding the school's educational programs (Education Code 47605)

~~292425~~. Provide students the right to exercise freedom of speech and of the press including, but not limited to, the use of bulletin boards; the distribution of printed materials or petitions; the wearing of buttons, badges, and other insignia; and the right of expression in official publications (Education Code 48907, 48950)

~~302526~~. Maintain written contemporaneous records that document all student attendance and make these records available for audit and inspection (Education Code 47612.5)

~~312627~~. If a student subject to compulsory full-time education is expelled or leaves the charter school without graduating or completing the school year for any reason, notify the Superintendent of the school district of the student's last known address within 30 days and, upon request, provide that district with a copy of the student's cumulative record, including a transcript of grades or report card, and health information (Education Code 47605)

~~322728~~. Electronically submit the grade point average of all students in grade 12 to the Student Aid Commission each academic year for use in the Cal Grant program, after notifying the students and their parents/guardians as applicable, by October 15 of each year, of the opportunity to opt out of being deemed a Cal Grant applicant within a specified period of time of at least 30 days (Education Code 69432.9)

~~332829~~. Comply with the California Building Standards Code as adopted and enforced by the local building enforcement agency with jurisdiction over the area in which the charter school is located, unless the charter school facility meets either of the following conditions: (Education Code 47610, 47610.5)

a. The facility complies with the Field Act pursuant to Education Code 17280-17317 and 17365-17374.

b. The facility is exclusively owned or controlled by an entity that is not subject to the California Building Standards Code, including, but not limited to, the federal government.

~~342930~~. Provide reasonable accommodations on campus to a lactating student to express breast milk, breastfeed an infant child, or address other needs related to breastfeeding

(Education Code 222)

3034. Ensure the availability and proper use of emergency epinephrine auto-injectors by:–
(Education Code 49414)

- a. Providing school nurses or other voluntary, trained personnel with at least one regular and one junior device for elementary schools and, for secondary schools, one regular device if there are no students who require a junior device
- b. Distributing a notice at least once per school year to all staff requesting volunteers and describing the training that volunteers will receive
- c. Providing defense and indemnification to volunteers for any and all civil liability from such administration

353132. Promptly respond to all reasonable inquiries from the district, the county office of education, or the SPI, including, but not limited to, inquiries regarding the school's financial records (Education Code 47604.3)

363233. Annually prepare and submit financial reports to the district Governing Board of Trustees and the County Superintendent of Schools in accordance with the following reporting cycle:

- a. By July 1, a preliminary budget for the current fiscal year. For a charter school in its first year of operation, financial statements submitted with the charter petition pursuant to Education Code 47605(g) will satisfy this requirement. (Education Code 47604.33)
- b. By July 1 each year, an update of the school's goals and the actions to achieve those goals as identified in the charter, developed using the SBE local control and accountability plan template in accordance with Education Code 47606.5 CCR 15497.5. This report shall include a review of the progress toward the goals, an assessment of the effectiveness of the specific actions toward achieving the goals, a description of changes the school will make to the specific actions as a result of the review and assessment, and a listing and description of expenditures for the fiscal year implementing the specific actions. (Education Code 47604.33, 47606.5); 5 CCR 15497.5

When conducting this review, the governing body of the school may consider qualitative information including, but not limited to, findings that result from any school quality reviews conducted pursuant to Education Code 52052 or any other reviews. To the extent practicable, data shall be reported in a manner consistent with how information is reported on a school accountability report card. The update shall be developed in consultation with teachers, principals, administrators, other school personnel, parents/guardians and students. (Education Code 47606.5)

- c. By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. (Education Code 47604.33)

- d. By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31. (Education Code 47604.33)
- e. By September 15, a final unaudited report for the full prior year. The report submitted to the Board shall include an annual statement of all the charter school's receipts and expenditures for the preceding fiscal year. (Education Code 42100, 47604.33)
- f. By December 15, a copy of the charter school's annual, independent financial audit report for the preceding fiscal year, unless the charter school's audit is encompassed in the district's audit. The audit report shall also be submitted to the state Controller and the California Department of Education. (Education Code 47605)

3334. If a direct-funded charter school, adopt and implement uniform complaint procedures to resolve complaints of unlawful discrimination or alleged violation of a state or federal law or regulation governing educational programs, in accordance with 5 CCR 4600-4670 (5 CCR 4600)

3435. Annually adopt a school accountability report card (Education Code 47612; California Constitution, Article XVI, Section 8.5)

In addition, charter schools shall comply with the state and federal constitutions, applicable federal laws, and state laws that apply to governmental agencies in general, such as the Brown Act requirements in Government Code 54950-54963 and the conflict of interest laws in Government Code 1090-1099 and 87100-91014.

Exhibit HANFORD ELEMENTARY SCHOOL DISTRICT

version: April 9, 2014 Hanford, California

revised: February 10, 2016

revised:

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Board of Trustees

FROM: Joy C. Gabler

DATE: 04/27/17

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 05/10/17

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

- BP 0440 – District Technology Plan
- AR 0440 – District Technology Plan

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

FISCAL IMPACT: None

RECOMMENDATIONS: Approve

Hanford ESD

Board Policy

District Technology Plan

BP 0440

Philosophy, Goals, Objectives and Comprehensive Plans

The Governing Board recognizes that ~~technology~~ technological resources can greatly enhance the instructional program as well as student achievement by increasing student access to information, supporting teacher effectiveness, and facilitating the administration of student assessments. Effective use of technology can also increase the efficiency of ~~district and school-site administration.~~ The Board also realizes that careful planning is essential to ensure the successful, equitable and cost-effective implementation of technology-based materials, equipment, systems and networks. ~~the district's noninstructional operations and governance.~~

The Superintendent or designee shall develop ~~a plan to address the short and long term technology needs of the district and provide for compatibility of resources among school sites, district offices, and other,~~ for Board approval, a comprehensive three-year technology plan based on an assessment of current uses of technology in the district operations. As a basis for this plan, he/she shall examine and compare the costs and benefits of various resources and shall identify the blend of technologies and level of service necessary to support the instructional program.

and an identification of future needs. The Superintendent or designee may appoint a ~~technology~~an advisory committee consisting of a variety of staff and community stakeholders to assist with the ~~above investigations and determinations~~ development of the technology plan. The plan shall be integrated into the district's vision and goals for student learning and shall contain research-based strategies and methods for the effective use of technology. When required for state or federal grant programs in which the district participates, the plan shall also address all components required for receipt of such grants.

The Superintendent or designee shall ensure that any use of technological resources in the district protects the private and confidential information of students and employees in accordance with law.

Legal Reference:

BUSINESS AND PROFESSIONS CODE

22584-22585 Student Online Personal Information Protection Act

EDUCATION CODE

10550-10555 Telecommunications standards

~~11320~~ 11320.6 Distance learning projects

11800 K-12 High Speed Network grant program

49060-49085 Student records51006 Computer education and resources51007 Programs to strengthen technological skills51865 California distance learning policy51870-~~51884~~51871.5 Educational ~~Technology Act of 1992~~technology planning~~60011~~60010 Instructional materials, definition~~60017.1 Technology-based materials~~66940 Distance learningPENAL CODE502 Computer crimes, remediesUNITED STATES CODE, TITLE 20~~6751-6777 Enhancing Education Through Technology Act, No Child Left Behind Act, Title II, Part D~~1232g Family Educational Rights and Privacy Act1232h Protection of Pupil Rights AmendmentUNITED STATES CODE, TITLE 47254 Universal service discounts (E-rate)CODE OF FEDERAL REGULATIONS, TITLE 16Part 312 Children's Online Privacy Protection RuleCODE OF FEDERAL REGULATIONS, TITLE 34Part 99 Family Educational Rights and PrivacyCODE OF FEDERAL REGULATIONS, TITLE 4754.500-54.523 Universal service support for schools**Management Resources:**~~CDE~~CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONSThe California ~~Master~~K-12 Education Technology Plan Template, Criteria, and Guiding Questions, November 2014Empowering Learning: A Blueprint for California Education Technology 2014-2017, April 2014FEDERAL COMMUNICATIONS COMMISSION PUBLICATIONSE-rate Modernization Order, July 11, 2014WEB SITESCSBA: <http://www.csba.org>California Department of Education, Education Technology Office: <http://www.cde.ca.gov/ls/et>California Educational Technology, 1992 Professionals Association: <http://www.cetpa.net>K-12 Network Technology Planning Guide: Building the Future, 1994Computer-Using Educators: <http://www.cue.org>Federal Communications Commission: <http://www.fcc.gov>ON[the]LINE, digital citizenship resources: <http://www.onthelineca.org>Technology Information Center for Administrative Leadership: <http://www.portical.org>**Policy HANFORD ELEMENTARY SCHOOL DISTRICT**

adopted: April 22, 1998 Hanford, California

revised: September 19, 2001

revised:

Hanford ESD

Administrative Regulation

District Technology Plan

AR 0440

Philosophy, Goals, Objectives and Comprehensive Plans

~~When developing the district's technology plan, the Superintendent or designee shall consider:~~

~~The district's existing equipment and its capability for working with new technologies. technology plan shall address, at~~

~~2. Existing facilities and the extent of retrofitting required for various electronic formats.~~

~~3. When appropriate, the hiring of a communications network expert to determine facility requirements and design a communications system that meets minimum, the specific needs of the school environment, addressing network security. The system should be able to interface with various types of communications networks and handle anticipated advances in technology to the extent possible. following components:~~

~~4. Ways in which electronic formats can be used to enhance the curriculum, motivate and improve student research, generate advanced thinking skills, and promote learning, including English language acquisition.~~

~~5. The equipping of school library media centers to improve the instructional program and promote cost effective sharing of informational resources.~~

~~1. Background Information: A guide to the district's~~

~~6. The integration of technological resources into school and district administration to facilitate routine operations, staff meetings/ collaboration, and communication with parents/guardians and community agencies.~~

~~7. The use of technology to serve for the next three years, including:~~

~~a. Specific starting and ending dates of the plan~~

~~b. An overview of the district's location and demographics~~

~~c. A description of how stakeholders from the district and community were involved in the planning process~~

~~d. A description of the relevant research behind the strategies and/or methods in the plan and how the research supports the plan's curricular and professional development goals~~

~~2. needs, helping staff to improve their Curriculum: Clear goals and realistic strategies for~~

using telecommunications and information technology to improve educational services, including:

a. A description of teachers' and students' current access to instructional technology and current use of digital tools, including district policies or practices to ensure equitable technology access for all students

b. Goals and an implementation plan, including annual activities, for:

(1) How technology will be used to improve teaching and learning, how these goals align with district curricular goals and other plans, how the district budget and local control and accountability plan support these goals, and whether future funding proposals or partnerships may be needed for successful implementation

(2) How and when students will acquire the technology skills and information literacy skills needed for college and career readiness

(3) Internet safety and the appropriate and ethical use of technology in the classroom

3. Professional Development: A professional development strategy to ensure that staff understands how to exchange ideas with peers-use new technologies to improve education services, including:

a. A summary of teachers' and administrators' current technology proficiency and integration skills and needs for professional development

b. Goals and an implementation plan, including annual activities, for providing professional development opportunities based on district needs assessment data and the curriculum component of the technology plan

8. ~~The feasibility of providing system access to students and staff who have their own computers at home.~~

9. ~~Staff development for teachers and/or library media specialists in how to use the new technology and make it an integral part of the instructional process in all parts of the curriculum.~~

10. ~~Staff development needs of staff who will provide ongoing technical support.~~

11. ~~Potential sources of ongoing funding and assistance, including support from parents/guardians and the business community.~~

4. Infrastructure, Hardware, Technical Support, Software, and Asset Management: An assessment of the telecommunication services, hardware, software, asset management, and other services that will be needed to improve education services, including:

a. A description of existing hardware, Internet access, electronic learning resources,

technical support, and asset management in the district

b. A description of technology hardware, electronic learning resources, networking and telecommunications infrastructure, physical plant modifications, technical support, and asset management needed by district teachers, students, and administrators to support the activities in the curriculum and professional development components of the plan

5. Monitoring and Evaluation: An evaluation process that enables the school to monitor progress toward the specific goals and mid-course corrections in response to new developments and opportunities as they arise, including:

a. The process for evaluating the plan's overall progress and ~~updating the district's technology impact on teaching and learning~~

b. The schedule for evaluating the effect of plan ~~and its~~ implementation;

and a description of the process and frequency of communicating evaluation results to technology plan stakeholders

6. Noninstructional Uses of Technology: A description of how technology will be used to improve district governance, district and school site administration, support services, and communications

7. Cost: An estimate of the cost for each year of the plan and each of its major components

Regulation	HANFORD ELEMENTARY SCHOOL DISTRICT
approved:	April 22, 1998 Hanford, California
revised:	September 19, 2001
revised:	

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Board of Trustees

FROM: Joy C. Gabler

DATE: 04/27/17

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 05/10/17

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

- BP 3513.3 – Tobacco-Free Schools
- AR 3513.3 – Tobacco-Free Schools

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

FISCAL IMPACT: None

RECOMMENDATIONS: Approve

Hanford ESD

Board Policy

Tobacco-Free Schools

BP 3513.3

Business and Noninstructional Operations

The Board of Trustees recognizes that smoking and other uses of tobacco and nicotine products constitute a serious public health hazard and are inconsistent with district goals to provide a healthy environment for students and staff.

(cf. 3514 - Environmental Safety)
 (cf. 4159/4259/4359 - Employee Assistance Programs)
 (cf. 5030 - Student Wellness)
 (cf. 5131.62 - Tobacco)
 (cf. 5141.23 - Asthma Management)
 (cf. 6142.8 - Comprehensive Health Education)
 (cf. 6143 - Courses of Study)

The Board prohibits smoking and/or the use of tobacco products at any time in district-owned or leased buildings, on district property, and in district vehicles. ~~-(Health and Safety Code 104420, 104559; Labor Code 6404.5; 20 USC 6083)~~

~~These prohibitions apply~~This prohibition applies to all employees, students, and visitors at any school-sponsored instructional program, activity, or athletic event held on or off district property. Any written joint use agreement governing community use of district facilities or grounds shall include notice of the district's tobacco-free schools policy and consequences for violations of the policy.

(cf. 1330 - Use of School Facilities)
 (cf. 1330.1 - Joint Use Agreements)

Smoking means inhaling, exhaling, burning, or carrying of any lighted or heated cigar, cigarette, pipe, tobacco, or plant product intended for inhalation, whether natural or synthetic, in any manner or form, and includes the use of an electronic smoking device that creates aerosol or vapor or of any oral smoking device for the purpose of circumventing the prohibition of smoking. (Business and Professions Code 22950.5; Education Code 48901)

~~Tobacco~~The products ~~prohibited~~ include: (Business and Professions Code 22950.5; Education Code 48901)

1. ~~Any~~ any product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to, cigarettes, cigars, ~~little~~miniature cigars, ~~chewing~~smokeless tobacco, pipe tobacco, or snuff

2. ~~An, chew, clove cigarettes, betel, electronic cigarettes,~~ electronic device that delivers hookahs, and other vapor-emitting devices, with or without nicotine or other vaporized liquids to the person inhaling from the device, including, but not limited to, an electronic cigarette, cigar, pipe, or hookah~~content, that mimic the use of tobacco products.~~

3. Any component, part, or accessory of a tobacco product, whether or not sold separately

This policy does not prohibit the use or possession of prescription products and other cessation aids that have been approved by the U.S. Department of Health and Human Services, Food and Drug Administration, such as nicotine patch or gum.

Smoking or use of any tobacco-related product or disposal of any tobacco-related waste is prohibited within 25 feet of any playground, except on a public sidewalk located within 25 feet of the playground. ~~In addition, any form of intimidation, threat, or retaliation against a person for attempting to enforce this policy is prohibited.~~ (Health and Safety Code 104495)

Legal Reference:

EDUCATION CODE

48900 ~~Grounds for suspension/expulsion~~

48901 ~~Prohibition against tobacco use by students~~

BUSINESS AND PROFESSIONS CODE

22950.5 Stop Tobacco Access to Kids Enforcement Act; definitions

HEALTH AND SAFETY CODE

39002 ~~Control of air pollution from nonvehicular sources~~

104350-104495 ~~Tobacco use prevention, especially:~~

104495 ~~Prohibition of smoking and tobacco waste on playgrounds~~

104559 Tobacco use prohibition

119405 ~~Unlawful to sell or furnish electronic cigarettes to minors~~

LABOR CODE

3300 ~~Employer, definition~~

6304 ~~Safe and healthful workplace~~

6404.5 ~~Occupational safety and health; use of tobacco products~~

UNITED STATES CODE, TITLE 20

6083 ~~Nonsmoking policy for children's services~~

7111-7122 Student Support and Academic Enrichment Grants

7100-7117 Safe and Drug Free Schools and Communities Act

CODE OF FEDERAL REGULATIONS, TITLE 21

1140.1-1140.34 -Unlawful sale of cigarettes and smokeless tobacco to minors

PUBLIC EMPLOYMENT AND RELATIONS BOARD~~PERB~~ RULINGS

Eureka Teachers Assn. v. Eureka City School District (1992) PERB Order #955 (16 PERC 23168)

CSEA #506 and Associated Teachers of Metropolitan Riverside v. Riverside Unified School District (1989) PERB Order #750 (13 PERC 20147)

Management Resources:

WEB SITES

California Department of Education, Alcohol, Tobacco and Other Drug Prevention: -

<http://www.cde.ca.gov/ls/he/at>

California Department of Education, Tobacco-Free School District Certification:

<http://www.cde.ca.gov/ls/he/at/tobaccofreecert.asp>

California Department of Public Health, Tobacco Control: -

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

Occupational Safety and Health Standards Board: -<http://www.dir.ca.gov/OSHSB/oshsb.html>

U.S. Environmental Protection Agency: -<http://www.epa.gov>

Policy HANFORD ELEMENTARY SCHOOL DISTRICT

adopted: May 16, 2001 Hanford, California

revised: June 19, 2003

revised: October 8, 2014

revised:

Hanford ESD

Administrative Regulation

Tobacco-Free Schools

AR 3513.3

Business and Noninstructional Operations

~~Employee~~ Notifications

Information about the district's tobacco-free schools policy and enforcement procedures shall be communicated clearly to employees, parents/guardians, students, and the community. (Health and Safety Code 104420)

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

(cf. 5145.6 - Parental Notifications)

The Superintendent or designee may disseminate this information through annual written notifications, district and school web sites, student and parent handbooks, and/or other appropriate methods of communication.

(cf. 1113 - District and School Web Sites)

The Superintendent or designee shall ensure that signs~~The notification shall also inform them of:~~

- ~~1. Their need to abide by district policy as a condition of employment.~~
- ~~2. The dangers of tobacco use in the workplace, including its threat to the health and safety of employees, students and the public.~~
- ~~3. Available resources which may help employees stop using tobacco.~~
- ~~4. Possible disciplinary actions in accordance with Board policy, state law and applicable collective bargaining agreements.~~

Signs stating "~~Tobacco~~tobacco use is prohibited" ~~are shall be~~ prominently displayed at all entrances to school property. ~~-(Health and Safety Code 104420, 104559)~~

Enforcement/~~Discipline Procedures for Visitors~~

Any employee or student~~A visitor~~ who violates the district's tobacco-free schools policy shall be asked to refrain from smoking and shall be subject to disciplinary action as appropriate.

(cf. 4118 - Suspension/Disciplinary Action)

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

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

Any other person who violates the district's policy~~smokes or uses tobacco-related products~~ on tobacco-free schools~~district property~~ shall be informed of the district's ~~tobacco-free schools~~ policy and asked to refrain from ~~smoking tobacco use~~. If the person fails to comply with this request, the Superintendent or designee may:

1. —Direct the person to leave school property.
2. —Request local law enforcement assistance in removing the person from school premises.
3. —If the person repeatedly violates the tobacco-free schools policy, prohibit him/her from entering district property for a specified period of time.

(cf. 1250 - Visitors/Outsiders)

(cf. 3515.2 - Disruptions)

The Superintendent or designee shall not be required to physically eject a nonemployee who is smoking or to request that the nonemployee refrain from smoking under circumstances involving a risk of physical harm to the district or any employee. (Labor Code 6404.5)

Regulation HANFORD ELEMENTARY SCHOOL DISTRICT
 approved: May 16, 2001 Hanford, California
 revised: June 19, 2003
revised: _____

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Karen McConnell

DATE: April 27, 2017

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: May 10, 2017

ITEM: Approve recommended revisions to Board Policy 5030 and recommended deletion of Administrative Regulation 5030 – Wellness Policy

PURPOSE: The following BP updates and the deletion of the AR is being recommended per CSBA. The revisions proved the most up-to-date language and meet the compliance regulations, as well as practices required for the District to comply with student wellness.

FISCAL IMPACT: None

RECOMMENDATIONS: Approve

Hanford ESD

Board Policy

Student Wellness

BP 5030

Students

The Governing Board recognizes the link between student health and learning and desires to provide a comprehensive program promoting healthy eating and physical activity for district students. -The Superintendent or designee shall coordinate and align district efforts to support student wellness through health education, physical education and activity, health services, nutrition services, psychological and counseling services, and a safe and healthy school environment. In addition, the Superintendent or designee shall develop strategies for promoting staff wellness and for involving parents/guardians and the community in reinforcing students' understanding and appreciation of the importance of a healthy lifestyle.

(cf. 1020 - Youth Services)
 (cf. 3513.3 - Tobacco-Free Schools)
 (cf. 3514 - Environmental Safety)
 (cf. 5131.6 - Alcohol and Other Drugs)
 (cf. 5131.61 - Drug Testing)
 (cf. 5131.62 - Tobacco)
 (cf. 5131.63 - Steroids)
 (cf. 5141 - Health Care and Emergencies)
 (cf. 5141.22 - Infectious Diseases)
 (cf. 5141.3 - Health Examinations)
 (cf. 5141.31 - Immunizations)
 (cf. 5141.32 - Health Screening for School Entry)
 (cf. 5141.6 - School Health Services)
 (cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Education)
 (cf. 6164.2 - Guidance/Counseling Services)

School Wellness Council

The Superintendent or designee shall encourage parents/guardians, students, food service employees, physical education teachers, school health professionals, Board members, school administrators, and members of the public to participate in the development, implementation, and periodic review and update of the district's student wellness policy. (42 USC 1758b; 7 CFR 210.30)

To fulfill this requirement, the Superintendent or designee may appoint a school healthwellness council or other district committee ~~whose membership shall~~ and a wellness council coordinator. The council may include representatives of ~~thesethe~~ groups. ~~He/she also may invite participation of other groups or individuals, such~~ listed above, as well as health educators,

curriculum directors, counselors, before- and after-school program staff, health practitioners, and/or others interested in school health issues.

(cf. 1220 - Citizen Advisory Committees)
(cf. 9140 - Board Representatives)

~~The school health council/committee~~The Superintendent or designee may make available to the public and school community a list of the names, position titles, and contact information of the wellness council members.

The wellness council shall advise the district on health-related issues, activities, policies, and programs. At the discretion of the Superintendent or designee, the duties of the council/~~committee~~ may also include the planning, implementation, and evaluation of activities to promote health within the school or community.

Goals for Nutrition, Physical Activity, and Other Wellness Activities

The Board shall adopt specific goals for nutrition promotion and education, physical activity, and other school-based activities that promote student wellness. ~~-(42 USC 1758b)~~In developing such goals, the Board shall review and consider evidence-based strategies and techniques. (42 USC 1758b; 7 CFR 210.30)

(cf. 0000 - Vision)
(cf. 0200 - Goals for the School District)

The district's nutrition education and physical education programs shall be based on research, shall be consistent with the expectations established in the state's curriculum frameworks and content standards, and shall be designed to build the skills and knowledge that all students need to maintain a healthy lifestyle.

(cf. 6011 - Academic Standards)
(cf. 6142.7 - Physical Education and Activity)
(cf. 6142.8 - Comprehensive Health Education)
(cf. 6143 - Courses of Study)

The nutrition education program shall include, but is not limited to, information about the benefits of healthy eating for learning, disease prevention, weight management, and oral health. Nutrition education shall be provided as part of the health education program and, as appropriate, shall be integrated into other academic subjects in the regular educational program, before- and after-school programs, summer learning programs, and school garden programs.

(cf. 5148.2 - Before/After School Programs)
(cf. 6177 - Summer Learning Programs)

~~To reinforce the district's nutrition education program, the Board prohibits the marketing and advertising of non-nutritious foods and beverages through signage, vending machine fronts,~~

~~logos, scoreboards, school supplies, advertisements in school publications, coupon or incentive programs, free give-aways, or other means.~~

~~(cf. 1325 - Advertising and Promotion)~~

All students shall be provided opportunities to be physically active on a regular basis. Opportunities for moderate to vigorous physical activity shall be provided through physical education and recess and may also be provided through school athletic programs, extracurricular programs, before- and after-school programs, summer learning programs, programs encouraging students to walk or bicycle to and from school, in-class physical activity breaks, and other structured and unstructured activities.

(cf. 5142.2 - Safe Routes to School Program)

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Athletic Competition)

The Board may enter into a joint use agreement or memorandum of understanding to make district facilities or grounds available for recreational or sports activities outside the school day and/or to use community facilities to expand students' access to opportunity for physical activity.

(cf. 1330.1 - Joint Use Agreements)

Professional development ~~shall~~may be regularly offered to the nutrition program director, managers, and staff, as well as health education ~~and teachers,~~ physical education teachers, coaches, activity supervisors, ~~food services staff,~~ and other staff as appropriate to enhance their ~~health~~ knowledge and skills related to student health and wellness.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

~~The Superintendent or designee may disseminate health information and/or the district's student wellness policy to parents/guardians through district or school newsletters, handouts, parent/guardian meetings, district and school web sites, and other communications. Outreach to parents/guardians shall emphasize the relationship between student health and academic performance.~~

~~(cf. 1100 - Communication with the Public)~~

~~(cf. 1112 - Media Relations)~~

~~(cf. 1113 - District and School Web Sites)~~

~~(cf. 1114 - District Sponsored Social Media)~~

~~(cf. 6020 - Parent Involvement)~~

In order to ensure that students have access to comprehensive health services, the district may provide access to health services at or near district schools and/or may provide referrals to community resources.

The Board recognizes that a safe, positive school environment is also conducive to students' physical and mental health and thus prohibits bullying and harassment of all students, including bullying on the basis of weight or health condition.

(cf. 5131.2 - Bullying)

(cf. 5145.3 - Nondiscrimination/Harassment)

The Superintendent or designee shall encourage staff to serve as positive role models for healthy eating and physical fitness. -He/she shall promote work-site wellness programs and may provide opportunities for regular physical activity among employees.

~~Nutritional~~Nutrition Guidelines for All Foods Available at School

For all foods and beverages available on each campus during the school day, the district shall adopt ~~nutritional~~nutrition guidelines which are consistent with 42 USC 1758, 1766, 1773, and 1779 and federal

regulations and which support the objectives of promoting student health and reducing childhood obesity. (42 USC 1758b)

In order to maximize the district's ability to provide nutritious meals and snacks, all district schools shall participate in available federal school nutrition programs, including the National School Lunch and School Breakfast Programs and after-school snack programs, to the extent possible. When approved by the California Department of Education, the district may sponsor a summer meal program.

(cf. 3550 - Food Service/Child Nutrition Program)

(cf. 3552 - Summer Meal Program)

(cf. 3553 - Free and Reduced Price Meals)

(cf. 5141.27 - Food Allergies/Special Dietary Needs)

(cf. 5148 - Child Care and Development)

(cf. 5148.3 - Preschool/Early Childhood Education)

The Superintendent or designee shall provide access to free, potable water ~~during meal times~~ in the food service area during meal times in accordance with Education Code 38086 and 42 USC 1758, and shall encourage students' consumption of water by educating them about the health benefits of water and by serving water in an appealing manner.

The Board believes that all foods and beverages sold to students at district schools, including those available outside the district's reimbursable food services program, should support the health curriculum and promote optimal health. ~~Nutritional~~Nutrition standards adopted by the district for foods and beverages provided through student stores, vending machines, or other venues shall meet or exceed state and federal ~~nutritional~~nutrition standards.

(cf. 3312 - Contracts)

(cf. 3554 - Other Food Sales)

The Superintendent or designee shall encourage school organizations to use healthy food items or non-food items for fundraising purposes.-

He/she also shall encourage school staff to avoid the use of non-nutritious foods as a reward for students' academic performance, accomplishments, or classroom behavior.

~~(cf. 1230 - School Connected Organizations)~~

School staff shall encourage parents/guardians or other volunteers to support the district's nutrition education program by considering nutritional quality when selecting any snacks which they may donate for occasional class parties. Class parties or celebrations shall be held after the lunch period when possible.

To reinforce the district's nutrition education program, the Board prohibits the marketing and advertising of foods and beverages that do not meet nutrition standards for the sale of foods and beverages on campus during the school day. (7 CFR 210.30)

(cf. 1325 - Advertising and Promotion)

Program Implementation and Evaluation

~~The Superintendent shall designate one or more district or school employees, designates the individual(s) identified below as appropriate, to ensure the individual(s) responsible for ensuring that each school site complies with this the district's wellness policy. (42 USC 1758b; 7 CFR 210.30)~~

The superintendent or designee will ensure compliance with established district-wide nutrition and physical activity wellness policies. In each school, the principal or designee will ensure compliance with those policies in his/her school and will report on the school's compliance to the school district superintendent or designee.

School food service staff, at the school or district level, will ensure compliance with nutrition policies within school food service areas and will report on this matter to the superintendent (or if done at the school level, to the school principal). In addition, the school district will report on the most recent USDA meal program Administrative Review findings and any resulting changes. The Superintendent or designee shall assess the implementation and effectiveness of this policy at least once every three years. (42 USC 1758b; 7 CFR 210.30)

(cf. 0500 - Accountability)

(cf. 3555 - Nutrition Program Compliance)

~~The Superintendent or designee shall assess the implementation and effectiveness of this policy at least once every twothree years. (42 USC 1758b; 7 CFR 210.30)~~

The assessment shall include the extent to which district schools are in compliance with this

policy, the extent to which this policy compares to model wellness policies available from the U.S. Department of Agriculture, and a description of the progress made in attaining the goals of the wellness policy. (42 USC 1758b)

The Superintendent or designee shall invite feedback on district and school wellness activities from food service personnel, school administrators, the wellness council, parents/guardians, students, teachers, before- and after-school program staff, and/or other appropriate persons.

The Board and the Superintendent or designee shall establish indicators that will be used to measure the implementation and effectiveness of the district activities related to student wellness. Such indicators may include, but are not limited to:

1. Descriptions of the district's nutrition education, physical education, and health education curricula and the extent to which they align with state academic content standards and legal requirements
2. An analysis of the nutritional content of school meals and snacks served in all district programs, based on a sample of menus and production records
3. Student participation rates in all school meal and/or snack programs, including the number of students enrolled in the free and reduced-price meals program compared to the number of students eligible for that program
4. Extent to which foods and beverages sold on campus outside the food services program, such as through vending machines, student stores, or ~~fundrasiers~~fundraisers, comply with ~~nutritional~~nutrition standards
55. Extent to which other foods and beverages that are available on campus during the school day, such as foods and beverages for classroom parties, school celebrations, and rewards/incentives, comply with nutrition standards
6. Results of the state's physical fitness test at applicable grade levels
67. Number of minutes of physical education offered at each grade span, and the estimated percentage of class time spent in moderate to vigorous physical activity
78. A description of district efforts to provide additional opportunities for physical activity outside of the physical education program
89. A description of other districtwide or school-based wellness activities offered, including the number of sites and/or students participating, as appropriate

~~The Superintendent or designee shall invite feedback on district and school wellness activities from food service personnel, school administrators, the school health council, parents/guardians, students, teachers, before- and after-school program staff, and/or other appropriate persons.~~

As feasible, the assessment report may include a comparison of results across multiple years, a comparison of district data with county, statewide, or national data, and/or a comparison of wellness data with other student outcomes such as academic indicators or student discipline rates.

~~The Superintendent or designee shall inform and update the public, including parents/guardians, students, and others in the community, about the content and implementation of this policy and assessment results. (42 USC 1758b)~~

~~In addition, the assessment results~~

In addition, the Superintendent or designee shall prepare and maintain the proper documentation and records needed for the administrative review of the district's wellness policy conducted by the California Department of Education (CDE) every three years.

The assessment results of both the district and state evaluations shall be submitted to the Board for the purposes of evaluating policy and practice, recognizing accomplishments, and making policy adjustments as needed to focus district resources and efforts on actions that are most likely to make a positive impact on student health and achievement.

Notifications

The Superintendent or designee shall inform the public about the content and implementation of the district's wellness policy and shall make the policy, and any updates to the policy, available the public on an annual basis. He/she shall also inform the public of the district's progress towards meeting the goals of the wellness policy, including the availability of the triennial district assessment. (Education Code 49432; 42 USC 1758b; 7 CFR 210.30)

(cf. 5145.6 - Parental Notifications)

The Superintendent or designee shall distribute this information through the most effective methods of communication, including district or school newsletters, handouts, parent/guardian meetings, district and school web sites, and other communications. Outreach to parents/guardians shall emphasize the relationship between student health and wellness and academic performance.

(cf. 1100 - Communication with the Public)

(cf. 1112 - Media Relations)

(cf. 1113 - District and School Web Sites)

(cf. 1114 - District-Sponsored Social Media)

(cf. 6020 - Parent Involvement)

Posting Requirements

Each school shall

Each school ~~shall also~~may post a summary of nutrition and physical activity laws and regulations prepared by the ~~California Department~~CDE.

Records

The Superintendent or designee shall retain records that document compliance with 7 CFR 210.30, including, but not limited to, the written student wellness policy, documentation of Education-the triennial assessment of the wellness policy for each school site, and documentation demonstrating compliance with the community involvement requirements, including requirements to make the policy and assessment results available to the public. (7 CFR 210.30)

Legal Reference:

EDUCATION CODE

33350-33354 CDE responsibilities re: physical education

38086 Free fresh drinking water

49430-49434 Pupil Nutrition, Health, and Achievement Act of 2001

49490-49494 School breakfast and lunch programs

49500-49505 School meals

49510-49520 Nutrition

49530-49536 Child Nutrition Act

49540-49546 Child care food program

49547-49548.3 Comprehensive nutrition services

49550-~~49561~~ 49562 Meals for needy students

49565-49565.8 California Fresh Start pilot program

49570 National School Lunch Act

51210 Course of study, grades 1-6

51210.1-51210.2 Physical education, grades 1-6

51210.4 Nutrition education

51220 Course of study, grades 7-12

51222 Physical education

51223 Physical education, elementary schools

51795-~~51796~~ 51798 School instructional gardens

51880-51921 Comprehensive health education

CODE OF REGULATIONS, TITLE 5

15500-15501 Food sales by student organizations

15510 Mandatory meals for needy students

15530-15535 Nutrition education

15550-15565 School lunch and breakfast programs

UNITED STATES CODE, TITLE 42

1751-~~1769~~ 1769j National School Lunch Program, especially:

1758b Local wellness policy

1771-~~1791~~ 1793 Child Nutrition Act, especially:

1773 School Breakfast Program

1779 Rules and regulations, Child Nutrition Act

CODE OF FEDERAL REGULATIONS, TITLE 7

210.1-210.~~34~~33 National School Lunch Program, especially:

210.30 Wellness policy

220.1-220.~~23~~22 National School Breakfast Program

COURT DECISIONS

Frazer v. Dixon Unified School District, (1993) 18 Cal.App.4th 781

Management Resources:

CSBA PUBLICATIONS

Integrating Physical Activity into the School Day, Governance Brief, April 2016

Increasing Access to Drinking Water in Schools, Policy Brief, ~~March~~April 2013

Monitoring for Success: A Guide for Assessing and Strengthening Student Wellness Policies, rev. 2012

Nutrition Standards for Schools: Implications for Student Wellness, Policy Brief, rev. April 2012

Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. 2012

Physical Activity and Physical Education in California Schools, Research Brief, April 2010

Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement, 2009

Safe Routes to School: Program and Policy Strategies for School Districts, Policy Brief, 2009

Physical Education and California Schools, Policy Brief, rev. October 2007

School-Based Marketing of Foods and Beverages: Policy Implications for School Boards, Policy Brief, March 2006

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Physical Education Framework for California Public Schools, Kindergarten Through Grade Twelve, 2009

Health Framework for California Public Schools, Kindergarten Through Grade Twelve, 2003

CALIFORNIA PROJECT LEAN PUBLICATIONS

Policy in Action: A Guide to Implementing Your Local School Wellness Policy, October 2006

CENTER FOR COLLABORATIVE SOLUTIONS

Changing Lives, Saving Lives: A Step-by-Step Guide to Developing Exemplary Practices in Healthy Eating, Physical Activity and Food Security in Afterschool Programs, ~~March-2010~~January 2015

CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS

School Health Index for Physical Activity and Healthy Eating: A Self-Assessment and Planning Guide, ~~2005~~rev. 2012

FEDERAL REGISTER

Rules and Regulations, ~~January 26, 2012~~July 29, 2016, Vol. ~~77~~81, Number ~~17~~146, pages ~~4088-4167~~50151-50170

NATIONAL ASSOCIATION OF STATE BOARDS OF EDUCATION PUBLICATIONS

Fit, Healthy and Ready to Learn, ~~2000~~rev. 2012

U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS

Dietary Guidelines for Americans, ~~2005~~2016

~~Changing the Scene, Improving the School Nutrition Environment: A Guide to Local Action, 2000~~

WEB SITES

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

Action for Healthy Kids: <http://www.actionforhealthykids.org>

Alliance for a Healthier Generation: <http://www.healthiergeneration.org>

California Department of Education, Nutrition Services Division: <http://www.cde.ca.gov/ls/nu>

California Department of Public Health: <http://www.cdph.ca.gov>

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

California Project LEAN (Leaders Encouraging Activity and Nutrition):

<http://www.californiaprojectlean.org>

California School Nutrition Association: <http://www.calsna.org>

Center for Collaborative Solutions: <http://www.ccscenter.org>

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

Dairy Council of California: <http://www.dairycouncilofca.org>

National Alliance for Nutrition and Activity: <http://www.cspinet.org/nutritionpolicy/nana.html>

National Association of State Boards of Education: <http://www.nasbe.org>

School Nutrition Association: <http://www.schoolnutrition.org>

Society for Nutrition Education: <http://www.sne.org>

U.S. Department of Agriculture, Food Nutrition Service, wellness policy:

<http://www.fns.usda.gov/tn/Healthy/wellnesspolicy.html>

Policy HANFORD ELEMENTARY SCHOOL DISTRICT

Adopted: May 25, 2006 Hanford, California

Revised: April 30, 2014

Reviewed: April 26, 2017

~~Hanford ESD~~

~~Administrative Regulation~~

~~Student Wellness~~

~~AR 5030—
Students~~

~~Food Service/Child Nutrition Program~~

~~Note: The following administrative regulation applies to food sales through the district's food service program. For food sales outside the district's food service program (e.g., by student and adult organizations, through vending machines, or at student stores), see BP/AR 3554—Other Food Sales.~~

~~Nutritional Standards~~

~~Schools participating in the National School Lunch Program or School Breakfast Program pursuant to 42 USC 1751–1769h and 1771–1791 shall meet the nutritional standards, as well as the nutrient and calorie levels for students of each age or grade group, required by 7 CFR 210.10 and 220.8. (42 USC 1758, 1773)~~

~~(cf. 3533—Free and Reduced Price Meals)~~

~~School Meals~~

~~Meals served through the National School Lunch and Breakfast Programs will:~~

- ~~1. Be appealing and attractive to children~~
- ~~2. Be served in clean and pleasant settings~~
- ~~3. Meet, at a minimum, nutrition requirements established by local, state, and federal statutes and regulations~~
- ~~4. Offer a variety of fruits and vegetables~~
- ~~5. Serve only low fat (1%) and fat free milk and nutritionally equivalent non-dairy alternatives (to be defined by USDA)~~
- ~~6. Ensure that half of the served grains are whole grain~~

~~Schools should engage students and parents, through taste tests of new entrees and surveys, in selecting foods sold through the school meal programs in order to identify new, healthful, and appealing food choices. In addition, schools should share information about the nutritional~~

~~content of meals with parents/guardians and students. Such information could be made available on menus, a website, on cafeteria menu boards, placards, or other point of purchase materials.~~

~~Breakfast ^—To ensure that all children have breakfast, either at home or at school, in order to meet their nutritional needs and enhance their ability to learn:~~

- ~~1. Schools will, to the extent possible, operate the School Breakfast Program.~~
- ~~2. Schools will, to the extent possible, utilize methods to serve school breakfasts that encourage participation.~~
- ~~3. Schools will notify parents/guardians and students of the availability of the School Breakfast Program.~~
- ~~4. Schools will encourage parents/guardians to provide a healthy breakfast for their children through newsletter articles, take home materials, or other means.~~

~~Free and Reduced-priced Meals ^—Schools will make every effort to eliminate any social stigma attached to, and prevent the overt identification of, students who are eligible for free and reduced-price school meals. Toward this end, schools may utilize electronic identification and payment systems; provide meals at no charge to all children, regardless of income; promote the availability of school meals to all students; and/or promote nontraditional methods for serving school meals.~~

~~Meal Times and Scheduling ^—Schools, to the extent possible:~~

- ~~1. Will provide students with at least 10 minutes to eat after sitting down for breakfast and 20 minutes after sitting down for lunch~~
- ~~2. Should schedule meal periods at appropriate times, e.g., lunch should be scheduled between 10 a.m. and 2 p.m.~~
- ~~3. Should not schedule tutoring, club, or organizational meetings or activities during mealtimes, unless students may eat during such activities~~
- ~~4. Will schedule lunch periods to follow recess periods (in elementary schools)~~
- ~~5. Will provide students access to hand washing or hand sanitizing before they eat meals or snacks~~
- ~~6. Should take reasonable steps to accommodate the tooth brushing regimens of students with special oral health needs (e.g., orthodontia or high tooth decay risk)~~

~~Qualifications of School Food Service Staff ^—Qualified nutrition professionals will administer the school meal programs. As part of the school district's responsibility to operate a food service program, the district will provide continuing professional development for all~~

~~nutrition professionals in schools. The district recognizes the cultural diversity within the student population and will include as a part of staff development to reflect the diversity of healthy food traditions in the student population. Staff development programs should include appropriate certification and/or training programs for child nutrition directors, school nutrition managers, and cafeteria workers, according to their levels of responsibility.~~

~~Sharing of Foods and Beverages—Schools should discourage students from sharing their foods or beverages with one another during meal or snack times, given concerns about allergies, disease transmission and other restrictions on some children's diets.~~

~~Other Food Sales (i.e., foods sold outside of reimbursable school meals, such as through vending machines, cafeteria a la carte [snack] lines, fundraisers, school stores, etc.)~~

~~Until July 1, 2007, for foods not reimbursed through the federally reimbursable meal programs, a minimum of 50% of foods sold by the district on school grounds during regular school hours shall be from the list of nutritious foods provided in Education Code 38085.~~

~~Nutrition Guidelines for Food and Beverages (Available outside the school meal programs)~~

- ~~1. Individual food items sold outside the federal reimbursable meal programs shall meet local, state and federal requirements~~
- ~~2. The term "sold" refers to any food or beverages provided to students on school grounds in exchange for money, coupons, or vouchers. The term does not refer to food brought from home for individual consumption.~~
- ~~3. Schools shall follow nutrition standards for kindergarten through grade eight, including before and after school programs (See Box Below).~~
- ~~4. Food or beverages sold for fundraising on campus during the school day must meet the nutrition guidelines as noted in the box below.~~
- ~~5. Food or beverages that do not meet the nutrition standards in the box below, may be sold by students:~~
 - ~~a. If the sale takes place off and away from school campus; or~~
 - ~~b. On school grounds, if sales occur 30 minutes after the end of school~~

~~Elementary Schools~~

~~Food—(Education Code 49431~~

~~Beginning July 1, 2007, the only food that shall be sold during breakfast and lunch periods is food that is sold as a full meal through a federal reimbursement meal program.~~

~~In addition, individually sold portions of nuts, nut butters, seeds, eggs, cheese packaged for individual sale, fruit, vegetables that have not been deep fried, and legumes may be sold. Individually sold dairy items and whole grain food items may be sold, provided they meet the 35/10/35 guidelines listed below and do not exceed 175 calories per individual food item.~~

~~Beverages—(Education Code 49431.5)~~

~~The only beverages that shall be sold are:~~

- ~~* Water, with no added sweeteners~~
- ~~* Milk (one percent, or nonfat or rice milk, or other similar nondairy milk)~~
- ~~* Fruit juice, preferably 100 percent but at least 50 percent fruit juice, with no added sweeteners~~
- ~~* Vegetable juice, at least 50 percent vegetable juice, with no added sweeteners.~~

~~Middle and Junior High School~~

~~Food—(Education Code 49430, 49431.2)~~

~~Beginning July, 2007, the only foods that may be sold outside the federal reimbursable meal programs must meet the following requirements~~

- ~~* Not more than 35 percent of its total calories shall be from fat (excluding nuts, nut butters, seeds, eggs and cheese)~~
- ~~* Not more than 10 percent of its total calories shall be from saturated fat and trans fat combined (excluding eggs and cheese)~~
- ~~* Not more than 35 percent of its total weight shall be composed of sugar, including naturally occurring and added sugar (excluding fruits and vegetables)~~
- ~~* Calories shall not exceed 250 calories per food item~~
- ~~* Entrée items (i.e., foods generally regarded as being primary food in a meal, including but not limited to, sandwiches, burritos, pasta, and pizza) shall not exceed 400 calories per food item and 4 grams of fat per 100 calories.~~

~~Beverages—(Education Code 49431.5)~~

~~The only beverages that shall be sold are:~~

- ~~* Water, with no added sweeteners~~
- ~~* Milk (one percent, or nonfat or rice milk, or other similar nondairy milk)~~

~~* Fruit juice, preferably 100 percent but at least 50 percent fruit juice, with no added sweeteners~~

~~* Vegetable juice, at least 50 percent vegetable juice, with no added sweeteners.~~

~~* Electrolyte replacement beverages with no more than 20-ounce serving~~

~~Fundraising Activities — To the extent possible to support children's health and school nutrition education efforts, school fundraising activities will involve food that meets the above current legislation. Schools will encourage fundraising activities that promote physical activity. The school district will make available a list of ideas for acceptable fundraising activities.~~

~~Snacks — Snacks served during the school day or in after school care or enrichment programs will make a positive contribution to children's diets and health, with an emphasis on serving fruits and vegetables as the primary snacks. Schools will assess if and when to offer snacks based on timing of school meals, children's nutritional needs, children's ages, and other considerations. The district will disseminate a list of healthful snack items to teachers, after school program personnel, and parents/guardians.~~

~~* Food Service will offer snacks to sites with after school enrichment programs.~~

~~* If eligible, schools that provide snacks through after school programs will pursue receiving reimbursements through the National School Lunch Program.~~

~~Rewards — Schools, to the extent possible, will not use foods or beverages, especially those that do not meet the nutrition standards for foods and beverages sold individually (above), as rewards for academic performance or good behavior, and will not withhold food or beverages (including food served through school meals) as a punishment.~~

~~Celebrations — Schools should to the extent possible, limit celebrations that involve food during the school day to no more than four 30 minute class parties per year. Individual children's birthdays will not be celebrated with a class party. Each party should include no more than one food or beverage that does not meet nutrition standards for foods and beverages sold individually (above). The district will disseminate a list of healthy party ideas to parents/guardians and teachers.~~

~~School-sponsored Events (such as, but not limited to, athletic events, dances, or performances) — Foods and beverages offered or sold at school-sponsored events outside the school day, to the extent possible, shall meet current legislation.~~

~~Nutrition Education And Physical Activity~~

~~Nutrition Education and Promotion — Hanford Elementary School District aims to teach, encourage, and support healthy eating by students. Schools should to the extent possible, provide nutrition information and engage in nutrition promotion that:~~

1. Includes enjoyable, developmentally appropriate, culturally relevant, participatory activities, such as contests, promotions, taste testing, farm visits, and school gardens
2. Promotes fruits, vegetables, whole grain products, low-fat and fat-free dairy products, healthy food preparation methods, and health-enhancing nutrition practices
3. Emphasizes caloric balance between food intake and energy expenditure (physical activity/exercise)
4. Links with school meal programs, other school foods, and nutrition-related community services
5. Teaches media literacy with an emphasis on food marketing
6. Includes training for management and staff

Communications with Parents/Guardians — The district/school will support parents' efforts to provide a healthy diet and daily physical activity for their children. The district/school will offer healthy eating, send home nutrition information, post nutrition tips on school websites, and provide nutrient analysis of school menus. Schools should encourage parents/guardians to pack healthy lunches and snacks and to refrain from including beverages and foods that do not meet the above nutrition standards for individual foods and beverages. The district/school will provide parents/guardians a list of foods that meet the district's snack standards and ideas for healthy celebrations/parties, rewards, and fundraising activities. In addition, the district/school will provide opportunities for parents/guardians to share their healthy food practices with others in the school community.

The district/school will provide information about physical education and other school-based physical activity opportunities before, during, and after the school day; and support parents' efforts to provide their children with opportunities to be physically active outside of school. Such supports will include sharing information about physical activity and physical education through a website, newsletter, or other take home materials, special events, or physical education homework.

Food Marketing in Schools — School-based marketing will be consistent health promotion. Schools will limit food and beverage marketing to the promotion of foods and beverages that meet the nutrition standards for meals or for foods and beverages sold individually (legislation summary above). School-based marketing of brands promoting predominantly low-nutrition foods and beverages is prohibited. The promotion of healthy foods, including fruits, vegetables, whole grains, and low-fat dairy products is encouraged.

Examples of marketing techniques include the following: logos and brand names on/in vending machines, books or curricula, textbook covers, school supplies, scoreboards, school structures, and sports equipment; educational incentive programs that provide fruits and/or vegetables as a reward; programs that provide schools with supplies when families buy low-nutrition food products; in-school television, such as Channel One; free samples or coupons; and food sales.

through fundraising activities. Marketing activities that promote healthful behaviors (and are therefore allowable) include: vending machine covers promoting water; pricing structures that promote healthy options in a la carte lines or vending machines; and sales of fruit for fundraisers.

Physical Activity Opportunities and Physical Education

Physical Education (P.E.) K-8—All students in grades K-8, including students with disabilities, special health care needs, and in alternative educational settings, will receive daily physical education (or its equivalent of 200 minutes/10 days for elementary school students and middle school students) for the entire school year. All physical education will be delivered by a teacher credentialed to teach physical education (Education Code 44203). Students will spend at least 50 percent of physical education class time participating in moderate to vigorous physical activity.

Daily Recess—All elementary school students will have at least 20 minutes a day of supervised recess, preferably outdoors, during which schools should encourage moderate to vigorous physical activity verbally and through the provision of space and equipment. (NOTE: This period cannot count as physical education).

Schools should discourage extended periods (i.e., periods of two or more hours) of inactivity. When activities, such as mandatory school-wide testing, make it necessary for students to remain indoors for long periods of time, schools should give students periodic breaks during which they are encouraged to stand and be moderately active.

Physical Activity Opportunities Before and After School—All elementary, middle, and high schools will offer extracurricular physical activity programs, such as physical activity clubs or intramural programs. All schools as appropriate, will offer interscholastic sports programs. Schools will offer a range of activities that meet the needs, interests, and abilities of all students, including boys, girls, students with disabilities, and students with special health care needs.

After-school child care and enrichment programs will provide and encourage verbally and through the provision of space, equipment, and activities—daily periods of moderate to vigorous physical activity for all participants.

Physical Activity and Punishment—Teachers and other school and community personnel shall not use physical activity (e.g., running laps, pushups) or withhold opportunities for physical activity (e.g., recess, physical education) as punishment.

Safe Routes to School—The school district will assess and, if necessary and to the extent possible, make needed improvements to make it safer and easier for students to walk and bike to school. When appropriate, the district will work together with local public works, public safety, and/or police departments in those efforts. The school district will explore the availability of federal "safe routes to school" funds, administered by the state department of transportation, to finance such improvements. The school district will encourage students to use public transportation when available and appropriate for travel to school, and will work with the local transit agency to provide transit passes for students.

~~Use of School Facilities Outside of School Hours — School spaces and facilities should be available to students, staff, and community members before, during, and after the school day, on weekends, and during school vacations. These spaces and facilities should be available to community agencies and organizations offering physical activity and nutrition programs. School policies concerning safety will apply at all times.~~

~~Program Implementation and Evaluation~~

~~Monitoring — The Superintendent or designee will ensure compliance with established district wide nutrition and physical activity wellness policies. In each school, the principal or designee will ensure compliance with those policies in his/her school and will report on the school's compliance to the school district superintendent or designee.~~

~~School food service staff, at the school or district level, will ensure compliance with nutrition policies within school food service areas and will report on this matter to the superintendent (or if done at the school level, to the school principal). In addition, the school district will report on the most recent USDA School Meals Initiative (SMI) review findings and any resulting changes. If the district has not received a SMI review from the state agency within the past five years, the district will request from the state agency that a SMI review be scheduled as soon as possible.~~

~~The superintendent or designee will develop a summary report bi annually during the 2006-07 school year and every two years thereafter on district wide compliance with the district's established nutrition and physical activity wellness policies, based on input from schools within the district. The report will be provided to the school board and also distributed to all school health councils, parent/teacher organizations, school principals, and school health services personnel in the district.~~

~~Policy Review — To help with the initial development of the district's wellness policies, a sample of school's in the district will conduct a baseline assessment of the school's existing nutrition and physical activity environments and policies. The results of those school by school assessments will be compiled at the district level to identify and prioritize needs.~~

~~Assessments will be repeated every two years to help review policy compliance, assess progress, and determine areas in need of improvement. As part of that review, the school district will review the nutrition and physical activity policies; provision of an environment that supports healthy eating and physical activity; and nutrition and physical education policies and program elements. The district, and individual schools within the district, will, as necessary, revise the wellness policies and develop work plans to facilitate their implementation.~~

~~Regulation — HANFORD ELEMENTARY SCHOOL DISTRICT~~

~~Approved: May 25, 2006 Hanford, California~~

~~Reviewed: April 26, 2017~~

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM**TO: Joy C. Gabler****FROM: Jill Rubalcava****DATE: May 1, 2017**

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: **May 10, 2017****ITEM:** BP/AR 5121 Revisions**PURPOSE:** BP/AR 5121 Revisions**FISCAL IMPACT:** none**RECOMMENDATIONS:** Approval

Hanford ESD

Board Policy

Grades/Evaluation Of Student Achievement

BP 5121

Students

The Governing Board of Trustees believes that grades ~~reported in Standards-Based Report to Parents~~ serve a valuable instructional purpose by helping students and parents/guardians understand performance expectations and identifying ~~identify~~ the student's areas of strength and those areas needing improvement. Parents/guardians and students have the right to receive course grades ~~Standards-Based Report to Parents~~ that represent an accurate evaluation of the student's academic performance ~~achievement~~.

~~(cf. 6146.4 – Differential Graduation and Competency Standards for Students with Disabilities)~~

The ~~teacher of each course shall determine the student's grades. The grades assigned by the teacher shall not be changed by the Board or Superintendent except as provided by law, Board policy and administrative regulation. (Education Code 49066)~~

~~Teachers shall evaluate a student's work in relation to standards which apply to all students at his/her grade level. (cf. 5020 - Parent Rights and Responsibilities)~~
~~(cf. 5125.2 - Withholding Grades, Diploma or Transcripts)~~

The Superintendent or designee shall establish ~~and regularly evaluate~~ a uniform grading ~~student progress reporting~~ system ~~and principals shall ensure that~~ shall be applied to all students in that course and grade level. ~~student progress reports conform to this system.~~ Teachers shall inform students and parents/guardians how academic performance ~~student achievement~~ will be evaluated in the classroom.

~~Grades should be based on impartial, consistent observation of the~~ (cf. 0410 - Nondiscrimination in District Programs and Activities)

A teacher shall base a student's grades solely on the quality of the student's academic work and his/her mastery of course content based on district ~~grade level~~ standards. Students shall have the opportunity to demonstrate this mastery through a variety of methods, including, but not limited to ~~channels such as classroom participation, homework, tests, projects, and~~ portfolios.

~~(cf. 6030 – Integrated Academic and Vocational Instruction)~~

~~When reporting student grades to parents/guardians, teachers may add narrative descriptions, observational notes and/or class discussion as appropriate. Other elements that are not a direct measure of knowledge and understanding of course content, such as samples of classroom work in order to better describe student progress in specific grade level standards of achievement.~~

~~Behavior, effort and attendance, effort, student conduct, and work habits, shall not be factored into the academic grade but may shall be reported separately separate from student's progress toward academic standards.~~

(cf. 6011 - Academic Standards)
(cf. 6162.5 - Student Assessment)

Whenever a student misses an assignment or assessment due to either an excused or unexcused absence, he/she shall be given full credit for subsequent satisfactory completion of the assignment or assessment.

(cf. 6154 - Homework/Makeup Work)

(cf. 5113 - Absences and Excuses)
~~(cf. 5123 - Promotion/Acceleration/Retention)~~
~~(cf. 5113.1 - Chronic Absence and Truancy)~~

Students in grades K-3 shall receive progress reports at the end of each grading period rather than letter grades.

At all grade levels, report cards may include reports of student progress on specific academic standards applicable to the course and grade level.
~~5124 - Communication with Parents/Guardians)~~

When reporting student performance to parents/guardians, teachers may add narrative descriptions, observational notes, and/or samples of classroom work in order to better describe student progress in specific skills and subcategories of achievement.

A report card for a student with a disability may contain information about his/her disability.

including whether that student received special education or related services, provided that the report card informs parents/guardians about their child's progress or level of achievement in specific classes, course content, or curriculum. However, transcripts that may be used to inform postsecondary institutions or prospective employers of the student's academic achievements shall not contain information disclosing the student's disability.

(cf. 5125 - Student Records)

(cf. 6159 - Individualized Education Program)

(cf. 6164.6 - Identification and Education Under Section 504)

A grade assigned by the teacher shall not be changed by the Board or the Superintendent except as provided by law, Board policy, or administrative regulation. (Education Code 49066)

(cf. 5125.3 - Challenging Student Records)

~~(cf. =~~

~~6154—Homework/Make-up Work)~~

~~Unexcused Absences~~

~~If a student misses class without an excuse and does not subsequently turn in homework, take a test or fulfill another class requirement which he/she missed, the teacher may reflect the incomplete work in the performance scores.~~

Legal Reference:

EDUCATION CODE

~~41505-41508 Pupil Retention Block Grant~~

48070 Promotion and retention

48205 Excused absences

48800-48802 Enrollment of gifted students in community college

48904-48904.3 Withholding grades, diplomas, or transcripts

49066 Grades; finalization; physical education class

49067 Mandated regulations regarding student's achievement

49069.5 Students in foster care, grades and credits

51242 Exemption from physical education based on participation in interscholastic athletics

69432.9 Cal Grant program; notification of grade point average

76000-76002 Enrollment in community college

CODE OF REGULATIONS, TITLE 5

10060 Criteria for reporting physical education achievement, high schools

30008 Definition of high school grade point average for student aid eligibility

UNITED STATES CODE, TITLE 20

1232g Family Education Rights and Privacy Act (FERPA)

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy Act

6101-6251 School-to-Work Opportunities Act of 1994

COURT DECISIONS

Owasso Independent School District v. Falvo, (2002) 534 U.S. 426 Ct. 934

Las Virgenes Educators Association v. Las Virgenes Unified School District, (2nd Appellate District-2001) 86 Cal.App.4th 1

Swany v. San Ramon Valley Unified School District, (N.D. Cal.-1989) 720 F.Supp. 764

Johnson v. Santa Monica-Malibu Unified School District Board of Education, (App. 2 Dist.-1986) 224 Cal. Rptr. 885, 179 Cal.App. C.A. 3d 593

Management Resources:

CSBA~~CDE~~ PUBLICATIONS

Research-Supported Strategies to Improve the Accuracy and Fairness of Grades, Governance Brief, July 2016

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

Report Cards and Transcripts for Students with Disabilities, October 17, 2008

Elementary Makes the Grade!, 2001

WEB SITES

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

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

California Student Aid Commission~~Advanced Placement Challenge Project:~~

<http://www.csac.ca.gov/apchallenge.net>

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

Policy HANFORD ELEMENTARY SCHOOL DISTRICT

adopted: May 16, 2001 Hanford, California

revised: June 16, 2006

revised: May 20, 2009

revised:

Hanford ESD

Administrative Regulation

Grades/Evaluation Of Student Achievement

AR 5121
Students

~~Grades for Achievement~~

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

~~Report~~ using a standards based grading system, student feedback shall be given using the following scale in Transitional Kindergarten, Kindergarten and first grade:

~~A — At or Above Without Assistance~~
~~M — Minimal Assistance Needed~~
~~P — Progressing Needs Assistance~~
~~N — Needs Improvement~~
~~X — Not Yet Covered~~

~~When using a standards based grading system, student feedback shall be given using the following scale in second through sixth grade:~~

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

~~In grades seven and eight, when using a traditional grading system for achievement the grade shall be reported each marking period as follows:~~

~~A — Excellent — 4.0 grade points~~
~~B — Above Average — 3.0 grade points~~
~~C — Average — 2.0 grade points~~
~~D — Minimal Progress — 1.0 grade point~~
~~F — No Progress — 0~~
~~X — Not Yet Covered — 0~~

~~At grades seven and eight, when calculating a course grade in an academic standards based grading system, the following scale shall be used:~~

~~3.1–4.0=A~~

~~2.5–3.0=B~~

~~2.0–2.4=C~~

~~1.0–1.9=D~~

~~0–0.9=F~~

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

(cf. 6020 - Parent Involvement)

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

(cf. 5123 - Promotion/Acceleration/Retention)

Grades for Academic Performance

For grades ~~K–3~~TK-2, students' level of progress for each grading period shall be reported as follows:

A At or Above without Assistance

M Minimal Assistance Needed

P Progressing

N Needs Improvement

X Not Yet Covered

For grades ~~4–12~~, 3-6 grades for academic performance shall be reported for each grading period as follows:

A At or Above Grade Level

M Meets Most of the Standards

P Progressing

N Needs Improvement

X Not Yet Covered

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

A	Excellent	4.0 grade points
B	Above Average	3.0 grade points
C	Average	2.0 grade points
D	Minimal Progress	1.0 grade points
F	No Progress	0 grade points
X	Not Yet Covered	0 grade points

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

Grades for Physical Education

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

(cf. 6142.7 - Physical Education and Activity)

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

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

~~(cf. 6145 - Extracurricular and Cocurricular Activities)~~

(cf. 6145.2 - Athletic Competition)

Grades for

Grades for Citizenship and ~~Work Habits and Social Skills~~

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

C	Consistently
MT	Most of the Time
S	Sometimes
R	Rarely

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

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

~~Criteria for determining grades for Work Habits and Social Skills may include but are not limited to:~~

- ~~a. Behavior~~
- ~~b. Collaboration by working with others~~
- ~~c. Responsibility~~
- ~~2. Work Habits~~
 - ~~a. Participation, work completion~~
 - ~~b. Preparation~~
 - ~~c. Time management~~

Peer Grading

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

Effect of Absences on Grades

~~Teachers who **may** choose to withhold class credit because of excessive unexcused absences shall so inform students and parents/guardians of such a possibility at the beginning of the school year or semester. When a student reaches the number of unexcused absences defined as excessive in Board policy, the student and parent/guardian shall again be notified of the district's policy regarding excessive unexcused absences.~~

(cf. 5113 - Absences and Excuses)

(cf. 5113.1 - Chronic Absence and Truancy)

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

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

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

(cf. 6173.1 - Education for Foster Youth)

Grade Point Average

The Superintendent or designee shall calculate each student's GPA ~~at grades seven and eight~~ using the grade point assigned to each letter grade in accordance with the scale described in the section "Grades for Academic Performance Achievement" above. The grade points for all applicable coursework shall be totaled and divided by the number of courses completed. (cf. (cf. 6145 - Extracurricular and Cocurricular Activities)

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

(cf. 5126 - Awards for Achievement)

Regulation HANFORD ELEMENTARY SCHOOL DISTRICT

approved: May 20, 2009 Hanford, California

revised: October 14, 2015

revised:

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORMTO: **Joy C. Gabler**FROM: **Jill Rubalcava** DATE: **May 1, 2017**FOR: ☒ Board Meeting
☐ Superintendent's CabinetFOR: ☐ Information
☒ ActionDate you wish to have your item considered: **May 10, 2017****ITEM:** BP 5123 Revisions**PURPOSE:** BP 5123 Revisions.**FISCAL IMPACT:** none**RECOMMENDATIONS:** Approval

Hanford ESD

Board Policy

Promotion/Acceleration/Retention

BP 5123

Students

The Governing Board ~~of Trustees~~ expects students to progress through each grade level within one school year. Toward this end, instruction shall be designed to accommodate the variety of ways that students learn and provide strategies for addressing academic deficiencies as needed.

Students shall progress through the grade levels by demonstrating growth in learning and meeting grade-level standards of expected student achievement.

(cf. 6011 - Academic Standards)

(cf. 6146.1 - High School Graduation Requirements)

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

(cf. 6162.52 - High School Exit Examination)

(cf. 6170.1 - Transitional Kindergarten)

When high academic achievement is evident, the teacher may recommend a student for acceleration to a higher grade level. The student's maturity level shall be taken into consideration in making a determination to accelerate a student.

Teachers shall identify students who should be retained or who are at risk of being retained at their current grade level as early as possible in the school year and as early in their school careers as practicable. Such students shall be identified at the following grade levels: (Education Code 48070.5)

1. Between grades 2 and 3
2. Between grades 3 and 4
3. Between grades 4 and 5
4. Between the end of the intermediate grades and the beginning of the middle school

grades

5. Between the end of the middle school grades and the beginning of the high school grades

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

Students shall be identified for retention on the basis of failure to meet minimum levels of proficiency, as indicated by the results of state assessments administered pursuant to Education Code 60640-60649 and the following additional indicators of academic achievement; by grades and by the results of district formative and summative assessments.

(cf. 6162.5 - Student Assessment)

(cf. 6162.51 - State Academic Achievement Tests)

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

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

Students between grades 2 and 3 and grades 3 and 4 shall be identified primarily on the basis of their level of proficiency in reading. Proficiency in reading, English language arts, and mathematics shall be the basis for identifying students between grades 4 and 5, between intermediate and middle school grades, and between middle school grades and high school grades. (Education Code 48070.5)

(cf. 6142.91 - Reading/Language Arts Instruction)

(cf. 6142.92 - Mathematics Instruction)

If a student does not have a single regular classroom teacher, the Superintendent or designee shall specify the teacher(s) responsible for the decision~~recommendation~~ to promote or retain the student. (Education Code 48070.5)

The teacher's decision to promote or retain a student may be appealed in accordance with AR 5123 - Promotion/Acceleration/Retention.

When a student in grades 2-9 is retained or recommended ~~for retention or is identified as being at risk~~ for retention, the Superintendent or designee shall offer an appropriate program of remedial instruction to assist the student in ~~meeting~~meeting grade-level expectations. The district also may offer supplemental instruction to a student in grades 2-6 who is identified as being at risk for retention. (Education Code 37252.2, 37252.8, 48070.5)

(cf. 6176 - Weekend/Saturday Classes)
 (cf. 6177 - Summer Learning Programs)
 (cf. 6179 - Supplemental Instruction)

Legal Reference:

EDUCATION CODE

37252-37254.1 Supplemental instruction
 41505-41508 Pupil Retention Block Grant
 46300 Method of computing average daily attendance
 48010 Admittance to first grade
 48011 Promotion/retention following one year of kindergarten
 48070-48070.5 Promotion and retention
 56345 Elements of individualized education plan
 60640-60649 California Assessment of Student Performance and Progress
 60850-60859 Exit examination
 CODE OF REGULATIONS, TITLE 5
 200-202 Admission and exclusion of students

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

FAQs Promotion, Retention, and Grading (students with disabilities)

FAQs Pupil Promotion and Retention

Kindergarten Continuance Form

WEB SITES

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

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

Policy HANFORD ELEMENTARY SCHOOL DISTRICT

adopted: May 16, 2001 Hanford, California

revised: January 14, 2015

revised:

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: **Joy C. Gabler**FROM: **Jill Rubalcava**DATE: **May 1, 2017**

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: **May 10, 2017****ITEM:** BP 5146 Revisions and AR 5146 Deletion**PURPOSE:** BP 5146 Revisions and AR 5146 Deletion**FISCAL IMPACT:** none**RECOMMENDATIONS:** Approval

Hanford ESD

Board Policy

Married/Pregnant/Parenting Students

BP 5146

Students

The Governing Board ~~of Trustees~~ recognizes that early marriage, pregnancy, or parenting and related responsibilities may disrupt a student's education and increase the chance of a student dropping out of school. ~~The Board therefore desires to provide instruction and services designed to assist in pregnancy prevention. The Board also desires to support married,~~ pregnant, and parenting students to continue their education, attain strong academic and parenting skills, and ~~to~~ promote the healthy development of their children.

(cf. 5113.1 - Chronic Absence and Truancy)

(cf. 5147 - Dropout Prevention)

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

(cf. 6011 - Academic Standards)

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6146.11 - Alternative Credits Toward Graduation)

(cf. 6146.2 - Certificate of Proficiency/High School Equivalency)

(cf. 6164.5 - Student Success Teams)

The district shall not discriminate against any student on the basis of the student's marital status, pregnancy, childbirth, false pregnancy, termination of pregnancy, or related recovery. (Education Code 230; 34 CFR 106.40)

~~Married, pregnant and parenting students shall have the same educational and extracurricular opportunities as all students. Participation in special programs or schools shall be voluntary.~~

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

~~(cf.)~~

For school-related purposes, a student under the age of 18 years who enters into a valid marriage shall have all the rights and privileges of students who are 18 years old, even if the marriage has been dissolved. (Family Code 7002)

Education and Support Services for 5127—Graduation Ceremonies and Activities)

Pregnant and Parenting Students

Pregnant and parenting students shall retain the right to participate in any comprehensive school or educational alternative program. The classroom setting shall be the preferred instructional strategy unless an alternative is necessary to meet the needs of the student and/or his/her child.

(cf. 6158 - Independent Study)

(cf. 6181 - Alternative Schools/Programs of Choice)

(cf. 6184 - Continuation Education)

(cf. 6200 - Adult Education)

Any education program or activity that is offered separately to pregnant students, including any class or extracurricular activity, shall be equal to that offered to other district students. A student's participation in such programs shall be voluntary. (5 CCR 4950)

(cf. 6142.7 - Physical Education and Activity)

(cf. 6145 - Extracurricular and Cocurricular Activities)

~~Pregnant and Parenting Students~~

~~The Board is committed to providing a comprehensive, continuous, community-linked program for pregnant and parenting students and their children that reflects the cultural and linguistic diversity of the community.~~

~~The Superintendent or designee shall~~

As required for other students with physical or emotional conditions or temporary disabilities, the Superintendent or designee may require a student, based on pregnancy, childbirth, false pregnancy, termination of pregnancy, or related recovery, to obtain certification from a physician indicating that the student is physically and emotionally able to participate in an educational program or activity. (34 CFR 106.40)

To the extent feasible, collaborate with the County Superintendent of Schools and other community agencies and organizations to ensure that appropriate educational and related support services shall be provided, either through the district or in collaboration with community agencies and organizations, are available to meet the needs of pregnant and parenting students and their children. Such services may include, but are not limited to:

1. Child care and development services for the teens and their children of parenting students

on or near school site(s) during the school day and during school-sponsored activities-

(cf. 1020 - Youth Services)

(cf. 5148 - Child Care and Development)

2. Parenting education and life skills instruction

3. Special school nutrition supplements for pregnant and lactating students pursuant to Education Code 49553, 42 USC 1786, and 7 CFR 246.1-246.28

(cf. 3550 - Food Service/Child Nutrition Program)

(cf. 5030 - Student Wellness)

4. Health care services, including prenatal care

(cf. 5141.6 - School Health Services)

5. Tobacco, alcohol, and/or drug prevention and intervention services

(cf. 5131.6 - Alcohol and ~~1400—Relations Between Other~~ Drugs ~~Governmental Agencies and the Schools~~)

~~School placement and instructional strategies for participating pregnant or parenting students shall be determined on a case-by-case basis and shall be appropriate to the student's individual needs and learning styles. The student may continue attending school in the regular classroom or continuation education setting, may attend a separate program established for pregnant students, may enroll in adult education with adult status regardless of age, or may pursue a hospital-instruction or independent study program.~~

~~(cf. 6158—Independent Study)~~

(cf. 5131.62 - Tobacco)

6. Academic and personal counseling

(cf. 6164.2 - Guidance/Counseling Services)

7. Supplemental instruction to assist students in achieving grade-level academic standards and progressing toward graduation

(cf. 6179 - Supplemental Instruction)

As appropriate, teachers, administrators, and/or other personnel who work with pregnant and

parenting students shall receive related professional development.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Absences

Pregnant or parenting students may be excused for absences related to confidential medical appointments in accordance with BP/AR 5113 - Absences and Excuses.

(cf. 5113 - Absences and Excuses)

~~6182—Opportunity School/Class/Program~~

The Superintendent or designee shall grant a student a leave of absence due to pregnancy, childbirth, false pregnancy, termination of pregnancy, and related recovery for as long as it is deemed medically necessary by a physician. At the conclusion of the leave, the student shall be reinstated to the status held when the leave began. (34 CFR 106.40)

(cf. 5112.3 - Student Leave of Absence)

A parenting student may request exemption from attendance because of personal services that must be rendered to a dependent.

(cf. 5112.1 - Exemptions from Attendance)

Reasonable Accommodations

When necessary, the district shall provide reasonable accommodations to pregnant and parenting students to enable them to access the educational program.

A pregnant student shall have access to any services available to other students with temporary disabilities or medical conditions. (34 CFR 106.40)

(cf. 6183 - Home and Hospital Instruction)

The school shall provide reasonable accommodations to any lactating student to express breast milk, breastfeed an infant child, or address other needs related to breastfeeding. A student shall

not incur an academic penalty for using any of these reasonable accommodations, and shall be provided the opportunity to make up any work missed due to such use. Reasonable accommodations include, but are not limited to: (Education Code 222)

1. Access to a private and secure room, other than a restroom, to express breast milk or breastfeed an infant child
2. Permission to bring onto a school campus a breast pump and any other equipment used to express breast milk
3. Access to a power source for a breast pump or any other equipment used to express breast milk
4. Access to a place to store expressed breast milk safely
5. A reasonable amount of time to accommodate the student's need to express breast milk or breastfeed an infant child

Complaints

Any complaint of discrimination on the basis of pregnancy or marital or parental status shall be addressed through the district's uniform complaint procedures in accordance with 5 CCR 4600-4687 and BP/AR 1312.3 - Uniform Complaint Procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

Any complaint alleging district noncompliance with the requirements to provide reasonable accommodations for lactating students also may be filed in accordance with the district's procedures in AR 1312.3 - Uniform Complaint Procedures. A complainant who is not satisfied with the district's decision may appeal the decision to the California Department of Education (CDE). If the district or the CDE finds merit in an appeal, the district shall provide a remedy to the affected student. (Education Code 222; 5 CCR 4600-4687)

Program Evaluation

The Superintendent or designee shall periodically report to the Board regarding the effectiveness of district strategies to support married, pregnant, and parenting students, which may include data on participation rates in district programs and services, academic achievement, school attendance, graduation rate, and/or student feedback on district programs and services.

(cf. 0500 - Accountability)

(cf. 6162.5 - Student Assessment)

~~(cf. 6184 - Continuation Education)~~

~~(cf. 6200 - Adult Education)~~

~~The classroom setting shall be the preferred instructional strategy unless an alternative is necessary to meet the needs of the individual student and/or child.—(Education Code 54745)~~

Legal Reference:

EDUCATION CODE

222 Reasonable accommodations; lactating students

230 Sex discrimination

8200-8498 Child Care and Development Services Act

48205 Excused absences

~~2551.3 Determination of state aid for pregnant minors program~~

~~17293 School facilities for pregnant/parenting teen programs~~

48220 Compulsory education requirement

48410 Persons exempted from continuation classes

49553 Nutrition supplements for pregnant/lactating students

~~49558 Confidentiality of applications and records for free or reduced price meals~~

51220.5 Parenting skills and education

51745 Independent study

52610.5 Enrollment of pregnant and parenting students in adult education

CIVIL CODE

51 Unruh Civil Rights Act

~~54740-54749.5 California School Age Families Education Program (Cal SAFE)~~

FAMILY CODE

7002 Description of emancipated minor

~~7050 Purposes for which emancipated minor considered an adult~~

HEALTH AND SAFETY CODE

104460 Tobacco prevention services for pregnant and parenting students

CODE OF REGULATIONS, TITLE 5

4600-4687 Uniform complaint procedures

4950 Nondiscrimination, marital and parental status

CODE OF REGULATIONS, TITLE 22

101151-101239.2 General licensing requirements for child care centers

101351-101439.1 Infant care centers

~~124175-124200 Adolescent and Family Life Act~~

UNITED STATES CODE, TITLE 20

1681-1688 Title IX, Education Act Amendments

UNITED STATES CODE, TITLE 42

1786 Special supplemental nutrition program for women, infants, and children

CODE OF FEDERAL REGULATIONS, TITLE 7

246.1-246.28 Special supplemental nutrition program for women, infants, and children

CODE OF FEDERAL REGULATIONS, TITLE 34

106.40 Marital or parental status

ATTORNEY GENERAL OPINIONS

87 Ops.Cal.Atty.Gen. 168 (2004)

COURT DECISIONSAmerican Academy of Pediatrics et al v. Lungren et al (1997) 16 Cal.4th 307

Management Resources:

CALIFORNIA WOMEN'S LAW CENTER~~CDE~~ PUBLICATIONSEducational Rights of Pregnant and Parenting Teens: Title IX and California State Law RequirementsPregnant Students and Confidential Medical ServicesThe Civil Rights of Pregnant and Parenting Teens in California Schools, 2002U.S. DEPARTMENT OF EDUCATION PUBLICATIONSSupporting: A Report to the Academic Success of Pregnant and Parenting Students under Title IX of the Education Amendments of 1972, rev. June 2013~~Legislature, April 1996~~SBE POLICIESPolicy statement on adolescent pregnancy and parenting, July 9, 1993

WEB SITES

~~CDE:~~ <http://www.cde.ca.gov>California Department of Education: <http://www.cde.ca.gov>California Women's Law Center:~~Public Health:~~ <http://www.cwlc.org/resources>~~edph.ca.gov~~U.S. Department of Agriculture, Women, Infants, and Children Program:~~Social Services:~~<http://www.fns.usda.gov/wic>U.S. Department of Education: <http://www.eddss-cahswnet.gov>

Policy HANFORD ELEMENTARY SCHOOL DISTRICT

adopted: May 16, 2001 Hanford, California

revised: _____

DELETE

~~Hanford ESD~~

~~Administrative Regulation~~

~~Married/ Pregnant/ Parenting Students~~

~~AR 5146–~~
~~Students~~

~~Procedures Governing Pregnant Students~~

~~A student desiring to receive counseling from school personnel regarding pregnancy or medical care related to pregnancy or its termination, may do so without parental consent.*—Students who are twelve years or older may also receive similar counseling or assistance without parental consent from outside agencies.*—In all cases, the student will be urged to inform her parents that she is pregnant, and assistance in relaying this information will be offered.—School personnel will only contact the parent in opposition to the student's wishes if it appears that the educational, emotional, or physical well being of the student is in danger.~~

~~Any teacher who is consulted regarding a potential pregnancy must inform the school counselor (or principal if the school does not have a counselor).—Teacher discretion should be used to determine when it is within the best interest of the student (e.g. to maintain rapport) to inform the student of this action.~~

~~Any counselor (or principal, if the school does not have a counselor) who is consulted regarding a potential pregnancy must consult the school nurse and the psychologist when there is reason to believe parents may have to be contacted by the school.—These three persons shall jointly determine (by simple majority decision) if the educational, emotional, or physical well being of the student is in such danger as to warrant a breach in confidentiality by informing the student's parents about the pregnancy in opposition to the student's wishes.—Before confidentiality is breached, the principal, Superintendent and legal counsel of the Board of Trustees shall be consulted.~~

~~If the psychologist is consulted directly by the student, the psychologist has a duty to keep the information confidential and privileged unless the student waives the privilege.—There may be extreme circumstances in which the privilege must be breached by the psychologist, but these will be truly extra-ordinary and County Counsel must and shall be consulted.~~

~~When it has been established that a student is pregnant, and the parents/guardians of an unmarried minor have been informed , the principal shall be responsible for carrying out the following procedures:~~

- ~~1.——The pregnant student, regardless of her marital status, shall be made aware of the educational alternatives available to her; to continue school under a normal program of study, attend the County Cyesis Program, or receive home teaching.~~

~~2. —The pregnant student wishing to remain in regular school will be required to furnish a statement from her doctor with a recommendation regarding her attendance and participation in school activities.~~

~~3. —The pregnant student and her husband or parents (when appropriate) shall be encouraged to receive information and counseling (by school personnel) to aid in the process of making the best decision for continuing the pregnant student's education.~~

~~1. Before adjusting the education program of a pregnant student, the principal may seek the written advice of a case study committee made up of appropriate school personnel, e.g. nurses, teacher, administrator, counselor, psychologist, to aid in the process of the decision of continuing the girl's education.~~

~~2. The committee shall base its recommendation on the student's health and welfare, the welfare of other students, and the wishes of the student and her family; and also upon the recommendation of her physician, and when appropriate, her personal advisor, e.g., religious, psychological, legal or other. —The committee shall keep written minutes of its meetings.~~

~~3. The principal may exercise his/her expertise and judgment in determining whether to seek the advice of a committee and whether to follow any recommendation rendered by such a committee.~~

~~4. In the event that the wishes of the student and her family are not met, the principal shall advise the student of her right to appeal the case, and of the procedure for such an appeal.~~

~~5. The student may appeal the decision of the principal by sending a written objection to the Superintendent within 15 days of the committee decision. —Within 15 days of the receipt of the written objection, the Superintendent shall review the minutes of the committee meeting with the student and parents. —Based upon this information, the Superintendent will uphold or override the committee's decision. —The Superintendent will advise the student that she may appeal his/her decision to the Board of Trustees.~~

~~6. The student or parent (when appropriate) may file a written appeal with the Board within 15 days of the Superintendent's decision. —The Board shall meet in closed session with the student, parent (when appropriate), Superintendent, and representative from the committee. —The Board's decision shall be final.~~

~~10. —Any written records concerning the pregnancy (e.g., committee case study minutes, doctor's report, etc.) will be treated in a confidential manner. —No references to pregnancy will appear in the student's cumulative record.~~

~~Regulation — HANFORD ELEMENTARY SCHOOL DISTRICT
approved: May 16, 2001 — Hanford, California~~

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM**TO: Joy C. Gabler****FROM: Jill Rubalcava** **DATE: May 1, 2017**

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: **May 10, 2017****ITEM:** BP/AR 6142.7 Revisions**PURPOSE:** BP/AR 6142.7 Revisions**FISCAL IMPACT:** none**RECOMMENDATIONS:** Approval

Hanford ESD

Board Policy

Physical Education And Activity

BP 6142.7
Instruction

The Governing Board ~~of Trustees~~ recognizes the positive benefits of physical activity on student health and academic achievement. The district shall provide all students the opportunity to be physically active on a regular basis through high-quality physical education instruction and may provide additional opportunities for physical activity throughout the school day. The district's physical education and activity programs shall support the district's coordinated student wellness program and encourage students' lifelong fitness.

(cf. 5030 - Student Wellness)
(cf. ~~5121 - Grades/Evaluation of Student Achievement~~)
(cf. 6142.8 - Comprehensive Health Education)

The district's physical education program shall provide a developmentally appropriate sequence of instruction aligned with the state's model content standards and curriculum framework. ~~The Superintendent or designee shall ensure that the district's program provides students with equal opportunities for instruction and participation regardless of gender in accordance with law.~~

(cf. ~~0410 - Nondiscrimination in District Programs and Activities~~)
(cf. 6011 - Academic Standards)
(cf. 6143 - Courses of Study)

(cf. 6146.11 - Alternative Credits Toward Graduation)

The district's physical education program shall engage students in moderate to vigorous physical activity, as defined in the accompanying administrative regulation, for at least 50 percent of class or session time. The Superintendent or designee shall develop strategies to monitor the amount of moderate to vigorous physical activity that takes place in the physical education instructional program.

The Superintendent or designee shall ensure that the district's program provides students with equal opportunities for instruction and participation regardless of gender in accordance with law.

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

Students with disabilities shall be provided instruction in physical education in accordance with their individualized education program or Section 504 accommodation plan.

(cf. 6159 - Individualized Education Program)

(cf. 6164.6 - Identification and Education Under Section 504)

During air pollution episodes, extreme weather, or other inclement conditions as explained below: physical education staff shall make appropriate adjustments to the program or shall seek alternative indoor space to enable students to participate in active physical education.

Air Pollution: Follow the chart below

Index Values	Air Quality Description	Health Cautionary Statement
0 - 50	Good	No limitations
51 - 100	Moderate	Extremely sensitive children and adults, especially with respiratory diseases such as asthma, should consider limiting outdoor exertion.
101 - 150	Unhealthy for Sensitive Groups	Sensitive children, adults and especially those with respiratory diseases such as asthma, should limit prolonged outdoor exertion.
151 - 200	Unhealthy	Sensitive children and adults should avoid outdoor exertion and everyone else should limit prolonged outdoor exertion during peak ozone periods
201 - 300	Very Unhealthy	Sensitive children and adults should avoid outdoor activities and remain indoors. Everyone else should avoid outdoor exertion.
Over 300	Hazardous	Everyone, especially children, should avoid outdoor activities and remain indoors.

* Inclement Conditions: Rain, Lightning, excessive wind or wind chill

(cf. 3514 - Environmental Safety)

(cf. 5141.7 - Sun Safety)

The Superintendent or designee shall develop strategies to supplement physical education instruction with additional opportunities for students to be physically active before, during, and after the school day.

(cf. 1330.1 - Joint Use Agreements)

(cf. 5142.2 - Safe Routes to School Program)

(cf. 5148 - Child Care and Development Program)

(cf. 5148.2 - Before/After School Programs)

(cf. 6145 - Extracurricular and Cocurricular Activities)

Staffing

Physical education instruction shall be delivered by appropriately credentialed teachers who may be assisted by instructional aides, paraprofessionals, and/or volunteers.

(cf. 1240 - Volunteer Assistance)

(cf. 4112.2 - Certification)

(cf. 4112.21 - Interns)

(cf. 4113 - Assignment)

(cf. 4222 - Teacher Aides/Paraprofessionals)

The district shall provide physical education teachers with continuing professional development, including classroom management and instructional strategies designed to keep students engaged and active and to enhance the quality of physical education instruction and assessment.

(cf. 4131 - Staff Development)

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

Physical Fitness Testing

The Superintendent or designee shall annually administer the physical fitness test designated by the State Board of Education (FITNESSGRAM) to students in grades 5, 7, and 9. ~~7~~. (Education Code 60800; 5 CCR 1041)

Temporary Exemptions

The Superintendent or designee may grant a student a temporary exemption from physical education under either of the following conditions: (Education Code 51241)

1. The student is ill or injured and a modified program to meet his/her needs cannot be provided.
2. The student is enrolled for one-half time or less.

Program Evaluation

The Superintendent or designee shall annually report to the Board each school's FITNESSGRAM results for each applicable grade level. He/she shall also report to the Board regarding the number of instructional minutes offered in physical education for each grade level, the number of two-year and permanent exemptions granted pursuant to Education Code 51241, and any other data agreed upon by the Board and the Superintendent or designee to evaluate program quality and the effectiveness of the district's program in meeting goals for physical activity.

(cf. 0500 - Accountability)

(cf. 6190 - Evaluation of the Instructional Program)

Legal Reference:

EDUCATION CODE

33126 School accountability report card

33350-33354 CDE responsibilities re: physical education

35256 School accountability report card

44250-44277 Credential types

49066 Grades; physical education class

51210 Course of study, grades 1-6

51220 Course of study, grades 7-12

51222 Physical education

51223 Physical education, elementary schools

51241 Temporary, two-year or permanent exemption from physical education

51242 Exemption from physical education for athletic program participants

52316 Excuse from attending physical education classes

60800 Physical performance test

CODE OF REGULATIONS, TITLE 5

1040-1048 Physical performance test

3051.5 Adapted physical education for individuals with exceptional needs

[4600-4687 Uniform complaint procedures](#)

10060 Criteria for high school physical education programs

[80020 Additional assignment authorizations for specific credentials](#)

[80037 Designated subjects teaching credential; special teaching authorization in physical education](#)

[80046.1 Added authorization to teach adapted physical education](#)

UNITED STATES CODE, TITLE 29

794 Rehabilitation Act of 1973, Section 504

UNITED STATES CODE, TITLE 42

[1758b 1751—Note](#) Local wellness policy

ATTORNEY GENERAL OPINIONS

53 Ops.Cal.Atty.Gen. 230 (1970)

[COURT DECISIONS](#)

[Doe v. Albany Unified School District \(2010\) 190 Cal.App.4th 668](#)

[Cal200 et al. v. San Francisco Unified School District et al. \(2013\), San Francisco Superior Court, Case No. CGC-13-534975](#)

[Cal200 et al. v. Oakland Unified School District et al. \(San Francisco Superior Court, Case No. CPF-14-513959\)](#)

Management Resources:

CSBA PUBLICATIONS

[Districts at Risk from Lawsuits Regarding PE Instructional Minute Requirement, Legal Alert, May 2015](#)

[Monitoring for Success: A Guide for Assessing and Strengthening Student Wellness Policies, 2012](#)

[Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. 2012](#)

Active Bodies, Active Minds: Physical Activity and Academic Achievement, Fact Sheet, February 2010

Maximizing Opportunities for Physical Activity Through Joint Use of Facilities, Policy Brief, rev. February 2010

Maximizing Opportunities for Physical Activity During the School Day, Fact Sheet, November 2009

Moderate to Vigorous Physical Activity in Physical Education to Improve Health and Academic Outcomes, Fact Sheet, November 2009

~~[Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement, 2009](#)~~

Physical Education and California Schools, Policy Brief, rev. October 2007

~~[Monitoring for Success: Student Wellness Policy Implementation Monitoring Report and Guide, 2007](#)~~

~~[Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. April 2006](#)~~

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Physical Education Framework for California Public Schools: Kindergarten Through Grade 12, 2009

Physical Education Model Content Standards for California Public Schools: Kindergarten Through Grade 12, January 2005

Adapted Physical Education Guidelines for California Schools, 2003

CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS

School Health Index ~~(SHI):for Physical Activity and Healthy Eating:—A~~ Self-Assessment and Planning Guide ~~2014for Elementary and Middle/High Schools, 2000~~

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

The Administrator's Assignment Manual, 2007

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLICATIONS

2008 Physical Activity Guidelines for Americans, October 2008

WEB SITES

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

California Department of Education, Physical Fitness Testing: <http://www.cde.ca.gov/ta/tg/pf>

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

California Project LEAN (Leaders Encouraging Activity and Nutrition):

<http://www.californiaprojectlean.org>

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

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

Educational Data System, California physical fitness:

<http://www.eddata.com/projects/current/cpf>

Healthy People 2010: <http://www.healthypeople.gov>

National Association for Sport and Physical Education: <http://www.aahperd.org/naspe>

President's Council on Physical Fitness and Sports: <http://www.fitness.gov>

~~The California Endowment: <http://www.calendow.org>~~

U.S. Department of Health and Human Services: <http://www.health.gov>

Policy HANFORD ELEMENTARY SCHOOL DISTRICT

adopted: May 16, 2001 Hanford, California

revised: November 19, 2003

revised: February 13, 2013

revised:

Hanford ESD

Administrative Regulation

Physical Education And Activity

AR 6142.7

Instruction

Definitions

Physical education is a sequential educational program that teaches students to understand and participate in regular physical activity for developing and maintaining physical fitness throughout their ~~lifetime~~lifetimes, understand and improve their motor skills, enjoy using their skills and knowledge to establish a healthy lifestyle, and understand how their bodies work.

Physical activity is bodily movement that is produced by the contraction of skeletal muscle and that substantially increases energy expenditure, including exercise, sport, dance, and other movement forms.

Moderate physical activity is any activity which generally requires sustained, rhythmic movements and refers to a level of effort a healthy individual might expend while, for example, walking briskly, dancing, swimming, or bicycling on level terrain. A person should feel some exertion but should be able to carry on a conversation comfortably during the activity.

Vigorous physical activity is any activity which generally requires sustained, rhythmic movements and refers to a level of effort a healthy individual might expend while, for example, jogging, participating in high-impact aerobic dancing, swimming continuous laps, or bicycling uphill. Vigorous physical activity may be intense enough to result in a significant increase in heart and respiration rate.

Instructional Time

Instruction in physical education shall be provided for at least the following minimum~~a total~~ period of time: (Education Code 51210, 51222, 51223)

1. For students in grades 1-6, ~~of not less than~~ 200 minutes each 10 school days, ~~exclusive of recesses and the lunch period.~~ (Education Code 51210, 51223)
2. For students in grades 7-8 attending an elementary school, 200 minutes each 10 school days, ~~exclusive of recesses and the lunch period~~

3. For students in grades 7-8 attending a middle school or junior high school, 400 minutes each 10 school days

4. For students in grades 9-12, 400 minutes each 10 school days

If the instructional minute requirement cannot be met during any 10-day period due to inclement weather, a school assembly, field trip, student assessment, or other circumstance, the school shall make up those minutes on another day in order to satisfy the instructional minute requirement.

The Superintendent or designee shall determine a method to document compliance with the required number of instructional minutes. Such documentation may include, but not be limited to, a master schedule, teacher roster, or log for staff or students to record the number of physical education minutes completed.

Any complaint alleging noncompliance with the instructional minute requirement for elementary schools may be filed in accordance with the district's procedures in AR 1312.3 - Uniform Complaint Procedures. A complainant not satisfied with the district's decision may appeal the decision to the California Department of Education (CDE). If the district or the CDE finds merit in a complaint, the district shall provide a remedy to all affected students and parents/guardians. (Education Code 51210, 51223; 5 CCR 4600-4687)

(cf. 1312.3 - Uniform Complaint Procedures)

Monitoring Moderate to Vigorous Physical Activity

To monitor whether students are engaged in moderate to vigorous physical activity for at least 50 percent of physical education class or session time, the Superintendent or designee may:

1. Develop methods to estimate the amount of time students spend in moderate to vigorous physical activity or the number of students who are inactive during physical education classes

2. Provide physical education teachers with staff development, self-monitoring tools, stopwatches, and/or heart rate monitors to assist them in planning and assessing the level of activity in their classes

(cf. 4115 - Evaluation/Supervision)

Physical Fitness Testing

During the annual assessment window between the months of February through May, students in grades 5, 7, and ~~9~~ shall be administered the physical fitness test designated by the State Board of Education (FITNESSGRAM). (Education Code 60800; 5 CCR 1041)

(cf. 6162.5 - Student Assessment)

The Superintendent or designee may provide a make-up date for students who are unable to take the test based on absence or temporary physical restriction or limitations, such as students recovering from illness or injury. (5 CCR 1043)

On or before November 1 of each school year, the Superintendent may designate an employee to serve as the district's physical fitness test coordinator and so notify the test contractor. The test coordinator shall serve as the liaison between the district and California Department of Education for all matters related to the physical fitness test. His/her duties shall be those specified in 5 CCR 1043.4, including, but not limited to, overseeing the administration of the test and the collection and return of all test data to the test contractor. (5 CCR 1043.4)

Students shall be provided with their individual results after completing the FITNESSGRAM ~~physical performance testing~~. The test results may be provided in writing or orally as the student completes the testing and shall be included in his/her cumulative record. (Education Code 60800; 5 CCR 1043.10, 1044)

(cf. 5125 - Student Records)

Each student's test results shall also be provided to his/her parents/guardians.

The Superintendent or designee shall report the aggregate results of the FITNESSGRAM in the annual school accountability report card required by Education Code 33126 and 35256. (Education Code 60800)

(cf. 0510 - School Accountability Report Card)

Testing Variations

All students may be administered the FITNESSGRAM ~~state's physical fitness test~~ with the following test variations: (5 CCR 1047)

1. Extra time within a testing day
2. Test directions that are simplified or clarified

All students may have the following test variations if they are regularly used in the classroom: (5 CCR 1047)

1. Audio amplification equipment
2. Separate testing for individual students provided that they are directly supervised by the test examiner
3. Manually Coded English or American Sign Language to present directions for test administration

Students with a physical disability and students who are physically unable to take all of the test shall undergo as much of the test as their physical condition will permit. (Education Code 60800; 5 CCR 1047)

Students with disabilities may be provided the following accommodations if specified in their individualized education program (IEP) or Section 504 plan: (5 CCR 1047)

1. Administration of the test at the most beneficial time of day to the student after consultation with the test contractor
2. Administration of the test by a test examiner to the student at home or in the hospital
3. Any other accommodation specified in the student's IEP or Section 504 plan for the physical fitness test

(cf. 6159 - Individualized Education Program)

(cf. 6164.6 - Identification and Education Under Section 504)

Identified English learners may be allowed the following additional test variations if regularly used in the classroom: (5 CCR 1048)

1. Separate testing with other English learners, provided that they are directly supervised by the test examiner
2. Test directions translated into their primary language, and the opportunity to ask clarifying questions about the test directions in their primary language

Additional Opportunities for Physical Activity

The Superintendent or designee shall implement strategies for increasing opportunities for physical activity outside the physical education program, which may include, but not be limited to:

1. Training recess and lunch supervisors on methods—Encouraging teachers to engage students in moderate to vigorous incorporate physical activity into the classroom

(cf. 1240 - Volunteer Assistance)

(cf. 4231 - Staff Development)

(cf. 5030 - Student Wellness)

2. Encouraging teachers to incorporate physical activity into the classroom

3.2.- Establishing extracurricular activities that promote physical activity, such as school clubs, intramural athletic programs, dance performances, special events, and competitions

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.5 - Student Organizations and Equal Access)

4.3.- Incorporating opportunities for physical activity into before- or after-school programs and/or child care and development programs

(cf. 5148 - Child Care and Development Program)

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

5. Exploring opportunities for joint use of facilities or grounds in order to provide adequate space for students and community members to engage in recreational activities

(cf. 1330.1 - Joint Use Agreements)

6. Developing business partnerships to maximize resources for physical activity equipment and programs

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

7. Developing programs to encourage and facilitate walking, bicycling, or other active transport to and from school

(cf. 5142.2 - Safe Routes to School Program)

Regulation HANFORD ELEMENTARY SCHOOL DISTRICT
 approved: May 16, 2001 Hanford, California
 revised: February 13, 2013
revised: _____

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM**TO: Joy C. Gabler****FROM: Jill Rubalcava** **DATE: May 1, 2017**

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: **May 10, 2017****ITEM:** BP/AR 6161.1 Revisions**PURPOSE:** BP/AR 6161.1 Revisions**FISCAL IMPACT:** none**RECOMMENDATIONS:** Approval

Hanford ESD

Board Policy

Selection And Evaluation Of Instructional Materials

BP 6161.1

Instruction

The Board of Trustees desires that district instructional materials, as a whole, present a broad spectrum of knowledge and viewpoints, reflect the diversity of our society, and enhance the use of multiple teaching strategies and technologies. The Board shall adopt instructional materials based on a determination that such materials are aligned with state content standards, meet other criteria specified in law, and are an effective learning resource to help students achieve grade-level competency.

To ensure that instructional materials effectively support the district's adopted courses of study, the selection of textbooks, technology-based materials, other educational materials, and tests shall be aligned with the development and evaluation of the district's curriculum and standards.

The Board shall select instructional materials for use in grades K-8 that have been approved by the State Board of Education (SBE) or have otherwise been determined to be aligned with the state academic content standards adopted pursuant to Education Code 60605 or the Common Core Standards adopted pursuant to Education Code 60605.8. (Education Code 60200, 60210)

The Board's priority in the selection of instructional materials is to ensure that all students are provided with standards-aligned instructional materials in the core curriculum areas of English/language arts, mathematics, science, and history-social science.

Review Process

The Superintendent or designee shall establish a process by which instructional materials shall be reviewed for recommendation to the Board. -This process shall involve teachers in a substantial manner and shall also encourage the participation of parents/guardians and community members.

The review process shall involve teachers in a substantial manner and shall encourage the participation of parents/guardians and community members. (Education Code 60002)

In addition, the instructional materials review committee may include administrators, other staff who have subject-matter expertise, and students as appropriate.

If the district chooses to use instructional materials for grades K-8 that have not been adopted by the SBE, the Superintendent or designee shall ensure that a majority of the participants in the district's review process are classroom teachers who are assigned to the subject area or grade level of the materials. (Education Code 60210)

The committee shall review instructional materials using criteria provided in law and administrative regulation, and shall provide the Board with documentation supporting its recommendations.

All recommended instructional materials shall be available for public inspection at the district office.

Individuals who participate in selecting and evaluating instructional materials shall not have a conflict of interest in the materials being reviewed, as defined in administrative regulation.

~~Complaints concerning instructional materials shall be handled in accordance with law, Board policy, and administrative regulation.~~

~~When the Board determines that standards-aligned textbooks and instructional materials have been provided to all students in accordance with Education Code 60422, it shall so certify. A copy of the certification shall be kept on file in the district.~~

~~The Superintendent or designee shall ensure that the district satisfies the criteria necessary to access funds under the state's Pupil Textbook and Instructional Materials Incentive Account pursuant to Education Code 60252.~~

The district may pilot instructional materials, using a representative sample of classrooms for a specified period of time during a school year, in order to determine how well the materials support the district's curricular goals and academic standards. Feedback from teachers piloting the materials shall be made available to the Board before the materials are adopted.

Public Hearing on Sufficiency of Instructional Materials

Education Code 60119 requires the Board to annually hold a public hearing to determine whether each student in the district has sufficient standards-aligned textbooks or instructional materials in English/language arts, including the English language development component of an adopted program

~~The Board shall also make a written determination as to whether each student enrolled in a foreign language or health course has sufficient textbooks or instructional materials mathematics, science, and history-social science that are consistent with the content and cycles of the state-curriculum frameworks.—(Education Code 60119)framework adopted by the SBE.~~

The hearing shall ~~take place~~be held on or before the end of the eighth week from the first day students attend school for that year. (Education Code 60119)

The Board encourages participation by parents/guardians, teachers, interested community members, and bargaining unit leaders at the hearing. The Superintendent or designee shall post, 10 days prior to the hearing and in three public places within the district, a notice containing the time, place, and purpose of the hearing. The hearing shall not take place during or immediately

following school hours. ~~_(Education Code 60119)—~~

(cf. 9322 - Agenda/Meeting Materials)

At the hearing(s), the Board shall determine, through a resolution, whether each student in each school, including each English learner, has sufficient textbooks or instructional materials which are aligned to the state content standards adopted pursuant to Education Code 60605 or the Common Core Standards adopted pursuant to Education Code 60605.8 and which are consistent with the content and cycles of the state's curriculum frameworks. Sufficiency of instructional materials shall be determined in each of the following subjects: (Education Code 60119)

1. Mathematics

2. Science

3. History-social science

4. English language arts, including the English language development component of an adopted program

5. Foreign language

6. Health

In making these determinations, the Board shall consider whether each student has sufficient textbooks and/or instructional materials to use in class and to take home. However, this does not require that each student have two sets of materials. The materials may be in a digital format as long as each student, at a minimum, has and can access the same materials in the class and to take home as all other students in the same class or course in the district and has the ability to use and access them at home. However, the materials shall not be considered sufficient if they are photocopied sheets from only a portion of a textbook or instructional materials copied to address a shortage. (Education Code 60119)

If the Board determines that there are insufficient textbooks ~~and/or~~ instructional materials, ~~the Board~~ it shall provide information to classroom teachers and to the public; setting forth, for each school in which an insufficiency exists, the percentage of students who lack sufficient standards-aligned textbooks or instructional materials in each subject ~~areas, area~~ and the reasons that each student does not have sufficient textbooks ~~and/or~~ instructional materials. ~~–~~ The Board shall take any action, except an action that would require reimbursement by the Commission of State Mandates, to ensure that ~~that~~ each student has sufficient materials within two months of the beginning of the school year in which the determination is made. (Education Code 60119)

Complaints

Complaints concerning instructional materials shall be handled in accordance with law, Board

policy, and administrative regulation.

Legal Reference:

EDUCATION CODE

220 Prohibition against discrimination

1240 County superintendent, general duties

1240.3 Definition of sufficiency for categorical flexibility

33050-33053 General waiver authority

33126 School accountability report card

35272 Education and athletic materials

42605 Tier 3 categorical flexibility

44805 Enforcement of course of studies; use of textbooks, rules and regulations

49415 Maximum textbook weight

51501 ~~Subject~~Nondiscriminatory subject matter ~~reflecting on race, color, etc.~~

60000-60005 Instructional materials, legislative intent

60010 Definitions

60040-~~60048~~60052 Instructional requirements and materials

60060-60062 Requirements for publishers and manufacturers

60070-60076 Prohibited acts (re instructional materials)

60110-60115 Instructional materials on alcohol and drug education

60119 Public hearing on sufficiency of materials

60200-~~60206~~60210 Elementary school materials

60226 Requirements for publishers and manufacturers

~~60240-60252 State Instructional Materials Fund~~

60350-60352 Core reading program instructional materials

60400-60411 High school textbooks

~~60420-60424 Instructional Materials Funding Realignment Program~~

60510-60511 Donation ~~off~~or sale of obsolete instructional materials

60605 State content standards

60605.8 Common Core Standards

60605.86-60605.88 Supplemental instructional materials aligned with Common Core Standards

CODE OF REGULATIONS, TITLE 5

9505-~~9535~~9530 Instructional materials, ~~especially:~~

~~9531-9532 Instructional Materials Funding Realignment Program~~

Management Resources:

CSBA PUBLICATIONS

Flexibility Provisions in the 2008 and 2009 State Budget: Policy Considerations for Governance Teams, Budget Advisory, March 2009

CALIFORNIA DEPARTMENT OF EDUCATION ~~PROGRAM-ADVISORIES~~PUBLICATIONS

~~1002.90 Selection of Instructional Materials, CIL: 90/91-02~~

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

~~Standards for Evaluation of Instructional Materials with Respect to Social Content, 1986 edition, revised 2000~~

~~STATE BOARD OF EDUCATION POLICY~~

01-05_ Guidelines for Piloting Textbooks and Instructional Materials, September 2001
Standards for Evaluating Instructional Materials for Social Content, 2000

~~CSBA PUBLICATIONS~~

~~Maximizing School Board Leadership: Student Learning and Achievement, 1996~~

WEB SITES

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

Association of American Publishers: <http://www.publishers.org>

California Academic Content Standards Commission, Common Core Standards:
<http://www.scoe.net/castandards>

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

~~California State Board of Education: <http://www.cde.ca.gov/be>~~

Policy HANFORD ELEMENTARY SCHOOL DISTRICT

adopted: May 16, 2001 Hanford, California

revised: August 23, 2006

revised: May 16, 2007

revised:

Hanford ESD

Administrative Regulation

Selection And Evaluation Of Instructional Materials

AR 6161.1
Instruction

~~Instructional Materials Funding Realignment Program~~

~~The district shall use state funds received under the Instructional Materials Funding Realignment Program to ensure that each student is provided with standards-aligned textbooks or instructional materials, as adopted by the State Board of Education (SBE) for grades K-8, in the core curriculum areas of reading/language arts, mathematics, science and history/social science. (Education Code 60422)~~

~~Instructional materials for grades K-8 shall be selected from the list of standards-aligned materials adopted by the SBE. Standards-aligned materials in each core curriculum area shall be provided to each student at the beginning of the first school term that commences no later than 24 months after those materials are adopted by the SBE. (Education Code 60422)~~

~~After the Board has certified that all students have been provided with standards-aligned instructional materials in the core curriculum areas, the district may use any remaining program funds for the purposes specified in Education Code 60242. (Education Code 60119, 60422)~~

Criteria for Selection and Adoption of Instructional Materials

In recommending textbooks or other instructional materials for adoption by the Governing Board, the Superintendent or designee shall ensure that such materials:

1. Are aligned to any applicable academic content standards adopted by the State Board of Education (SBE) pursuant to Education Code 60605 and/or Common Core Standards adopted pursuant to Education Code 60605.8

For grades K-8, the Superintendent or designee shall select instructional materials from among the list of materials adopted by the SBE and/or other materials that have not been adopted by the SBE but are aligned with the state academic content standards and/or the Common Core Standards. (Education Code 60200, 60210)

2. Do not reflect adversely upon persons because of their race, color, creed, national origin, ancestry, sex or ethnicity, gender, religion, disability, or nationality, sexual orientation, occupation, or other characteristic listed in Education Code 220, nor contain any sectarian or denominational doctrine or propaganda contrary to law (Education Code 51501, 60044)

(cf. 30410 - Nondiscrimination in District Programs and Activities)

3. To the satisfaction of the Board, beare accurate, objective, current, and suited to the needs and comprehension of district students at their respective grade levels (Education Code 60045)
4. With the exception of literature and trade books, use proper grammar and spelling – (Education Code 60045)
5. Do not expose students to a commercial brand name, product, or corporate or company logo unless the Board makes a specific finding that the use is appropriate based on one of the following: (Education Code 60048, 60200, ~~60048~~)
 - a. The commercial brand name, product, or corporate or company logo is used in text for an educational purpose as defined in guidelines or frameworks adopted by the SBE.
 - b. The appearance of a commercial brand name, product, or corporate or company logo in an illustration is incidental to the general nature of the illustration.
6. If the materials are technology-based materials, are both available and comparable to other, equivalent instructional materials (Education Code 60052)
7. Meet the requirements of Education Code 60040-60043 for specific subject content.–
8. Support the district's adopted courses of study and curricular goals
9. Contribute to a comprehensive, balanced curriculum
10. Demonstrate reliable quality of scholarship as evidenced by:
 - a. Accurate, up-to-date, and well-documented information
 - b. Objective presentation of diverse viewpoints
 - c. Clear, concise writing and appropriate vocabulary
 - d. Thorough treatment of subject matter
11. Provide for a wide range of materials at all levels of difficulty, with appeal to students of varied interests, abilities, and developmental levels
12. Include materials that stimulate discussion of contemporary issues and improve students' thinking and decision-making skills
13. Contribute to the proper articulation of instruction through grade levels
14. As appropriate, have corresponding versions available in languages other than English–

15. Include high-quality teacher's guides
16. Meet high ~~publishing~~ standards in terms of the quality, durability, and appearance of paper, binding, text, and graphics
17. When available ~~from the publishers, consider, include~~ options for lighter weight materials in order to help minimize any injury to students by the combined weight of instructional materials

~~Instructional Materials Evaluation Committee~~

~~The Superintendent or designee may establish an instructional materials evaluation committee to evaluate and recommend instructional materials for Board approval. This committee shall consist of a majority of teachers and may also include administrators, other staff who have subject-matter expertise, parents/guardians, community members and students as appropriate.~~

~~The committee shall review instructional materials using criteria provided above and in law, and shall provide the Board with documentation supporting its recommendations.~~

Conflict of Interest

To ensure integrity and impartiality in the evaluation and selection of instructional materials, ~~a person~~any district employee who is participating in the evaluation of instructional materials and not otherwise designated in the district's conflict of interest code shall ~~not~~sign a disclosure statement indicating that he/she:

1. ~~Accept~~Shall not accept any emolument, money, or other valuable thing or inducement, to directly or indirectly introduce, recommend, vote for, or otherwise influence the adoption or purchase of any instructional material (Education Code 60072)

Sample copies of instructional materials are excepted from this prohibition. (Education Code 60075)

2. Is not employed by ~~or receive~~nor receives compensation from ~~any the publisher or supplier of the instructional materials or any person, firm, organization or any of its subsidiaries, subsidiary, or controlling entities submitting instructional materials to the district~~entity representing it

3. ~~Have or~~Does not have and will not negotiate a contractual relationship with ~~any the publisher or supplier of the instructional materials or any person, firm or, organization or any of its subsidiaries, subsidiary, or controlling entities submitting instructional materials to the district~~entity representing it

4. ~~Have~~Does not have an interest as a contributor, author, editor, or consultant in any textbook or other instructional material submitted to the district.

Regulation HANFORD ELEMENTARY SCHOOL DISTRICT
approved: May 16, 2001 Hanford, California
revised: August 23, 2006
revised: May 16, 2007
revised:

HANFORD ELEMENTARY SCHOOL DISTRICT

Agenda Request Form

TO: Joy C. Gabler
FROM: Gerry Mulligan *GM*
DATE: May 1, 2017
FOR: ☒ Board Meeting
☐ Superintendent's Cabinet
FOR: ☐ Information
☒ Action

Date you wish to have your item considered: May 10, 2017

ITEM:

Consider adoption of the following revised Board Policy/Administrative Regulation.

PURPOSE:

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

- BP/AR 5142: Safety

FISCAL IMPACT:

None.

RECOMMENDATION:

Adopt.

Hanford ESD

Board Policy

Safety

BP 5142

Students

~~The Board of Trustees believes priority should be given to safety and to the prevention of student injury. School facilities shall be designed and equipment shall be selected to minimize the risk of harm to students.~~

~~Principals, teachers and other staff shall be responsible for the conduct and safety of students during school hours and school-sponsored activities and while students are using district transportation to and from school.~~

The Governing Board recognizes the importance of providing a safe school environment that is conducive to learning and helps ensure student safety and the prevention of student injury. The Superintendent or designee shall implement appropriate practices to minimize the risk of harm to students, including, but not limited to, practices relative to school facilities and equipment, the outdoor environment, educational programs, and school-sponsored activities.

Staff shall be responsible for the proper supervision of students during school hours, during school-sponsored activities, and while students are using district transportation to and from school.

The ~~principal~~ Superintendent or designee shall ensure that students receive appropriate instruction on topics related to safety, as well as injury and disease prevention.

Legal Reference:

EDUCATION CODE

8482-8484.6 After School Education and Safety Program

17280-17317 Building approvals (Field Act)

17365-17374 Fitness of school facilities for occupancy

32001 Fire alarms and drills

32020 School gates; entrances for emergency vehicles

32030-32034 Eye safety

32040 First aid equipment

32225-32226 Two-way communication devices in classrooms

32240-32245 Lead-free schools

32250-32254 CDE school safety and security resources unit

32280-32289 Safety plans

44807 Duty of teachers concerning conduct of students

44808 Exemption from liability when students are not on school property_
 44808.5 Permission for students to leave school grounds; notice (high school)_

45450-45451 Crossing guards

48900 -Hazing

49300-49307 School safety patrol_

49330-49335 Injurious objects_

49341 Hazardous materials in school science laboratories_

51202 Instruction in personal and public health and safety_

GOVERNMENT CODE

810-996.6 California Tort Claims Act_

HEALTH AND SAFETY CODE

115725-115735 Playground safety_

115775-115800 Wooden playground equipment_

115810-115816 Playground safety and recycling grants

PENAL CODE

245.6_ Hazing

PUBLIC RESOURCES CODE

5411 Purchase of equipment usable by physically disabled persons

VEHICLE CODE

21100 Rules and regulations; crossing guards

21212 Use of helmets

42200 Fines and forfeitures, disposition by cities

42201 Fines and forfeitures, disposition by counties

CODE OF REGULATIONS, TITLE 5

202 Exclusion of students with a contagious disease

570-576 School safety patrols_

5531 Supervision of social activities_

5552 Playground supervision_

5570 When school shall be open and teachers present_

14103 Bus driver; authority over pupils_

COURT DECISIONS

Wiener v. Southcoast Childcare Centers, (2004) 32 Cal.4th 1138_

Kahn v. East Side Union High School District, (2003) 31 Cal.4th 990

Hoyem v. Manhattan Beach City School District, (1978) 22 Cal. 3d 508_

Dailey v. Los Angeles Unified School District, (1970) 2 Cal 3d 741_

Management Resources:

AMERICAN SOCIETY FOR TESTING AND MATERIALS_

F 1487-05, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use, 2005_

U.S. CONSUMER PRODUCT SAFETY COMMISSION PUBLICATIONS_

Handbook for Public Playground Safety, Pub. No. 325, 1994, rev. 1997_

WEB SITES_

American Society for Testing and Materials: <http://www.astm.org>_

California Department of Education, Safe Schools Office: <http://www.cde.ca.gov/lss>

California Department of Public Health: <http://www.cdph.ca.gov>

Centers for Disease Control and Prevention: <http://www.cdc.gov>
Environmental Protection Agency: <http://www.epa.gov>
U.S. Consumer Product Safety Commission: <http://www.cpsc.gov>
U.S. Department of Education, Safe Schools:
<http://www.ed.gov/about/offices/list/osep/osep/gtss.html>

Policy HANFORD ELEMENTARY SCHOOL DISTRICT
adopted: May 16, 2001

revised:

Hanford ESD

Administrative Regulation

Safety

AR 5142

Students

Each principal or designee shall establish school rules for the safe and appropriate use of school equipment and materials and for student conduct consistent with law, Board policy, and administrative regulation. Copies of the rules shall be distributed to parents/guardians and shall be readily available at the school at all times.

Release of ~~Student to Adult~~ Students

Students shall be released during the school day ~~in~~ only to the custody of an adult ~~only~~ if:

1. - The adult is the student's custodial parent/guardian.
2. - The adult has been authorized on the student's emergency card as someone to whom the student may be released when the custodial parent/guardian cannot be reached, and the principal or designee verifies the ~~individual's identification.~~ adult's identity.
3. - The adult is ~~a properly~~ an authorized law enforcement officer acting in accordance with law.
4. - The adult is taking the student to emergency medical care at the request of the principal or designee.

Supervision of Students

School personnel shall open the school to admit students not less than 30 minutes before the time when school starts. (5 CCR 5570)

All school personnel shall hold students to a strict account for their conduct on the way to and from school, on the playgrounds and during recess, and at school activities. (Education Code 44807)

~~Where playground supervision is not otherwise provided, the principal of each school shall provide for certificated employees to supervise the conduct and safety, and direct the play, of students who are on school grounds before and after school for school functions and during recess and other intermissions. (5 CCR 5552)~~

The principal or designee shall:

~~1. Clearly identify supervision zones on the playground and require that supervisors remain outside at a location from which they can observe their entire zone of supervision.~~

~~2. Require that all individuals supervising students to remain alert in spotting dangerous conditions, promptly report any such conditions to the principal or designee, and file a written report on such conditions, as appropriate.~~

~~3. Establish emergency procedures that ensure swift response to accidents, fighting and situations that could become dangerous, such as overcrowding or unusual gatherings of students.~~

~~When determining the ratio of playground supervisors to students, the Superintendent or designee shall consider~~ In arranging for appropriate supervision on playgrounds, the principal or designee shall:

1. Where playground supervision is not otherwise provided, provide for certificated employees to supervise the conduct and safety, and direct the play, of students who are on school grounds before and after school and during recess and other intermissions (5 CCR 5552)

2. Clearly identify supervision zones on the playground and require all playground supervisors to remain outside at a location from which they can observe their entire zone of supervision

3. Consider the size of the playground area, the number of ~~spots~~ areas that are not immediately visible, and the age of the students.— to determine the ratio of playground supervisors to students

The Superintendent or designee shall ensure that teachers, teacher aides, playground supervisors, yard aides, and volunteers who supervise students receive training in safety practices and in supervisory techniques that will help them to forestall problems and resolve conflicts. ~~Supervisors'~~ Such training shall be documented and kept on file.

Playground Safety

~~The Superintendent or designee shall ensure that playgrounds comply with 22 CCR 65700-65750 pertaining to the design, installation, inspection and maintenance of playgrounds and playground equipment.~~

~~Upon inspection of playgrounds by a certified playground safety instructor as required by law, the Superintendent or designee shall implement any changes needed in the design, installation, maintenance and supervision of playgrounds. (Health and Safety Code 115730; 22 CCR 65715)~~

~~Playground equipment shall be either: (22 CCR 65730)~~

~~1. Assembled and installed by or under the direct supervision of an individual authorized by the manufacturer—~~

~~2. Inspected by a certified playground safety inspector prior to its first use—~~

~~The Superintendent or designee shall ensure that district personnel have read and understood the requirements in 22 CCR 65700-65750 before participating in the design, installation and maintenance of a playground. (22 CCR 65740)~~

Any new playground or any replacement of equipment or modification of components inside an existing playground shall conform to standards set forth by the American Society for Testing and Materials and the guidelines set forth by the U.S. Consumer Product Safety Commission. (Health and Safety Code 115725)

Any playground installed between January 1, 1994, and December 31, 1999, shall conform to these standards not later than 15 years after the date of installation. (Health and Safety Code 115725)

Activities with Safety Risks_

Because of concerns about the risk to student safety, the principal or designee shall not permit activities on campus or during school-sponsored events determined by the Superintendent to have a high risk to student safety._

Students who operate or ride as a passenger on a bicycle, nonmotorized scooter, or skateboard upon a street, bikeway, or any other public bicycle path or trail shall wear a properly fitted and fastened bicycle helmet that meets the standards of law. Students also shall be required to wear such helmets while wearing in-line or roller skates. (Vehicle Code 21212)

Laboratory Safety_

The principal of each school offering laboratory work ~~to students shall~~ shall develop procedures for laboratory safety and designate a trained certificated employee to implement and regularly review, ~~update and carry out the school's~~ these procedures ~~for laboratory safety.~~_

Hearing Protection_

The Superintendent or designee shall monitor students' exposure to excessive noise in classrooms and provide protection as necessary. The Superintendent or designee also ~~shall~~ may provide hearing conservation education to teach students ways to protect their hearing._

Eye Safety Devices


The Superintendent or designee shall provide schools with eye safety devices for use whenever students, teachers, or visitors are engaged in or observing an activity or using hazardous

substances likely to cause injury to the eyes. Eye safety devices may be sold to students for an amount not to exceed their actual cost to the district. (Education Code 32030, 32031), 32033)

Regulation HANFORD ELEMENTARY SCHOOL DISTRICT
approved: May 16, 2001 Hanford, California
revised: March 26, 2003
revised:

HANFORD ELEMENTARY SCHOOL DISTRICT

Agenda Request Form

TO: Joy C. Gabler
FROM: Gerry Mulligan 
DATE: May 1, 2017
FOR: ☒ Board Meeting
 ☐ Superintendent's Cabinet
FOR: ☐ Information
 ☒ Action

Date you wish to have your item considered: May 10, 2017

ITEM:

Consider adoption of the following revised Administrative Regulation.

PURPOSE:

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

- AR 7111: Facilities – Evaluating Existing Buildings

FISCAL IMPACT:

None.

RECOMMENDATION:

Adopt.

Hanford ESD

Administrative Regulation

Evaluating Existing Buildings

AR 7111
Facilities

The Superintendent or designee shall periodically evaluate the adequacy ~~and~~, design, and conditions of existing district facilities to determine whether they meet the needs of the instructional program; and provide a healthful and pleasing environment for students and staff; ~~and. He/she also shall determine whether district facilities~~ fulfill legal requirements for safety and structural soundness, access for the disabled, and energy conservation.

In addition, the Superintendent or designee shall regularly calculate the capacity of existing school buildings to adequately house the district's current students and projected enrollments.

Any identified needs for repair, modernization, or construction shall be incorporated into the district's facilities planning process.

Structural Safety

In the event that the Department of General Services or any licensed structural engineer or licensed architect finds and reports to the Governing Board ~~of Trustees~~ that a district building is unsafe for use, the Superintendent or designee shall immediately obtain an estimate of the cost of repairs or reconstruction necessary to bring the building up to legal standards for structural safety. The Board shall establish a system of priorities for the repair, reconstruction, or replacement of unsafe school buildings. (Education Code 17367)

A relocatable school building or structure shall meet the requirements of Education Code 17280-17317 and 17365-17374 pertaining to structural safety. (Education Code 17291)

Energy Efficiency

~~When evaluating existing buildings~~To the extent that services are available, the Superintendent or designee shall arrange for the ~~pre-energy~~ audit ~~and postaudit~~ of school buildings ~~by utility firms to the extent that these services are available.~~ ~~Information provided by these services shall be used to determine~~identify the ~~cost~~type and amount of ~~retrofitting the work necessary to retrofit~~ buildings and ~~the~~obtain an estimate of projected energy savings ~~which may result from adding insulation, making design modifications or using other energy conserving devices.~~ The district may contract with qualified businesses capable of retrofitting these buildings and may borrow funds which do not exceed the amount of energy savings to be accumulated from the improvement of the buildings. (Education Code 17651-17653)

~~Report of Existing Building Capacity~~

~~The district shall submit a one-time report of existing school capacity to the State Allocation Board. The district's, or where appropriate the attendance area's, existing school capacity shall be calculated pursuant to the formulas set forth in Education Code 17071.10-17071.40 and in 2-CCR 1859-1859.106.~~

Legal Reference:

EDUCATION CODE

17070.10-17077.10 _Leroy F. Greene School Facilities Act of 1998, especially:

17071.10-17071.40 Existing school building capacity

17280-17316 _Building approvals

17365-17374 _Fitness for occupancy-

17650-17653 _Retrofitting school facilities for energy conservation

GOVERNMENT CODE

53097 Compliance with city or county ordinances

53097.5 Inspection of schools by city or county

CODE OF REGULATIONS, TITLE 2

1859-1859.106 _Regulations relating to the Leroy F. Greene School Facilities Act of 1998

Management Resources:

CSBA PUBLICATIONS

Maximizing School Board Governance: School Facilities Management

WEB SITES

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

California Department of Education, School Facilities Division: <http://www.cde.ca.gov/ls/fa>

California Energy Commission, Bright Schools Program:

<http://www.energy.ca.gov/efficiency/brightschoools>

Coalition for Adequate School Housing: <http://www.cashnet.org>

Department of General Services, Office of Public School Construction:

<http://www.opsc.dgs.ca.gov>

Regulation HANFORD ELEMENTARY SCHOOL DISTRICT

approved: May 16, 2001 Hanford, California

revised:

HANFORD ELEMENTARY SCHOOL DISTRICT

Agenda Request Form

TO: Joy C. Gabler

FROM: Gerry Mulligan *GM*

DATE: May 1, 2017

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

FOR: () Information
(X) Action

Date you wish to have your item considered: May 10, 2017

ITEM:

Consider adoption of the following new Board Policy and Administrative Regulation.

PURPOSE:

The following reflects a new policy necessary to align with current practices and procedures as well as recommendations by CSBA due to State and Federal law mandates as well as Education Code changes.

- BP/AR 7160: Facilities – Charter School Facilities

FISCAL IMPACT:

None.

RECOMMENDATION:

Adopt.

Hanford ESD

Board Policy

Charter School Facilities

BP 7160

Facilities

The Board of Trustees believes that all students, including those attending charter schools, should have access to adequate facilities that are safe and support student learning.

Facilities to be used by a charter school shall be specified in the school's charter pursuant to Education Code 47605 and also may be addressed in a written memorandum of understanding between the district and charter school.

(cf. 0420.4 - Charter School Authorization)

(cf. 0420.41 - Charter School Oversight)

As applicable, charter school facilities shall comply with the California Building Standards Code adopted by the local building enforcement agency pursuant to 24 CCR 101 et seq. or the Field Act pursuant to Education Code 17280-17317 and 17365-17374. (Education Code 47610, 47610.5)

Upon request, the Board shall make facilities available to an eligible charter school operating in the district, as defined in law and administrative regulation. In accordance with law, such facilities shall be contiguous, furnished, equipped, and sufficient to accommodate all the charter school's in-district students in conditions reasonably equivalent to those in which the students would be accommodated if they were attending other district schools. The Board shall make reasonable efforts to provide the charter school with facilities near where the charter school wishes to locate and shall not move the charter school unnecessarily. If the district's preliminary proposal or final notification of space does not accommodate the charter school at a single school site, the Board shall make a specific finding that the charter school could not be accommodated at a single site and shall adopt a written statement of reasons explaining the finding. (Education Code 47614; 5 CCR 11969.1-11969.10)

(cf. 7110 - Facilities Master Plan)

The district shall not be required to use unrestricted general fund revenues to rent, buy, or lease facilities for charter schools. (Education Code 47614)

(cf. 3100 - Budget)

The Superintendent or designee may assist eligible charter schools in applying for state facilities funding for new construction or rehabilitation of facilities pursuant to Education Code 17078.52-17078.66 and/or for rent and lease expenditures pursuant to Education Code 47614.5.

Legal Reference:

EDUCATION CODE

17070.10-17080 Leroy F. Greene School Facilities Act of 1998, including:

17078.52-17078.66 Charter schools facility funding; state bond proceeds

17280-17317 Field Act

46600 Interdistrict attendance agreements

47600-47616.5 Charter Schools Act

48204 Residency requirements for school attendance

GOVERNMENT CODE

53094 Authority to render zoning ordinance inapplicable

53097.3 Charter school ordinances

CODE OF REGULATIONS, TITLE 2

1859.2 Definitions

1859.31 Classroom inventory

1859.160-1859.172 Charter school facilities program, new construction

CODE OF REGULATIONS, TITLE 5

11969.1-11969.10 Charter school facilities

COURT DECISIONS

Bullis Charter School v. Los Altos School District, (2011) 200 Cal.App.4th 1022

Ridgecrest Charter School v. Sierra Sands Unified School District, (2005) 130 Cal.App.4th 986

Sequoia Union High School District v. Aurora Charter High School (2003) 112 Cal.App.4th 185

ATTORNEY GENERAL OPINIONS

80 Ops.Cal.Atty.Gen. 52 (1997)

Management Resources:

CSBA PUBLICATIONS

The Role of the Charter School Authorizer, Online Course

Charter Schools: A Guide for Governance Teams, rev. 2016

Charter School Facilities and Proposition 39: Legal Implications for School Districts, 2005

OFFICE OF PUBLIC SCHOOL CONSTRUCTION PUBLICATIONS

School Facility Program Handbook, May 2008

WEB SITES

CSBA: <http://www.csba.org>California Charter Schools Association: <http://www.charterassociation.org>California Department of Education, Charter Schools: <http://www.cde.ca.gov/sp/cs>Coalition for Adequate School Housing: <http://www.cashnet.org>Office of Public School Construction: <http://www.opsc.dgs.ca.gov>

HANFORD ELEMENTARY SCHOOL DISTRICT

Hanford, CA

Policy Adopted: _____, 2017

Hanford ESD

Administrative Regulation

Charter School Facilities

AR 7160
Facilities

Definitions

Average daily classroom attendance (ADA) or classroom ADA is ADA for classroom-based apportionment as used in Education Code 47612.5. (5 CCR 11969.2)

In-district classroom ADA is classroom ADA attributable to in-district students. [\(5 CCR 11969.2\)](#)

In-district students are those charter school students who are entitled to attend a district school. Students eligible to attend district schools based on an interdistrict attendance agreement or parent/guardian employment shall be considered students of the district where they reside. (5 CCR 11969.2)

~~The Operating in the district may allow a means the charter school to include nonclassroom ADA in the ADA calculation only: (5 CCR 11969.2)~~

~~1. — To the extent of the instructional time that the students generating the nonclassroom-based ADA are actually in the classroom under the direct supervision of and control of a charter school employee~~

~~2. — If the district and charter school agree upon the time(s) that the facilities devoted to students generating the nonclassroom-based ADA will be used~~

~~An eligible charter school operating in the district is one that~~ is either currently providing public education to in-district students or has identified at least 80 in-district students who are meaningfully interested in enrolling in the charter school for the following year, regardless of whether the district is or is proposed to be the chartering entity and whether or not the charter school has a facility inside the district's boundaries. (Education Code 47614; 5 CCR 11969.2)

[Reasonably equivalent facilities are facilities that are sufficient to accommodate charter school students in conditions reasonably equivalent to those in which the students would be accommodated if they were attending other public schools of the district. Reasonable equivalency shall be determined based on a comparison group of district schools with similar grade levels, the capacity of facilities, and the condition of facilities, as described below in the section "Submission and Review of Facilities Requests." \(5 CCR 11969.2, 11969.3\)](#)

Furnished and equipped means the facilities include reasonably equivalent furnishing necessary

to conduct classroom instruction and to provide for student services that directly support classroom instruction as found in the comparison group schools established under 5 CCR 11969.3(a) and that the facilities have equipment that is reasonably equivalent to the comparison group schools. Equipment means property that does not lose its identity when removed from its location and is not changed materially or consumed immediately (e.g., within one year). Equipment has relatively permanent value and its purchase increases the total value of the district's physical properties. -Examples include furniture, vehicles, machinery, motion picture film, videotape, furnishings that are not an integral part of the building or building system, and certain intangible assets such as major software programs. Furnishings and equipment acquired for a school site with nondistrict resources are excluded when determining reasonable equivalence. (5 CCR 11969.2)

Contiguous facilities are those facilities contained on a school site or immediately adjacent to a school site. If the in-district classroom ADA of the charter school cannot be accommodated on any single school site, contiguous facilities also include facilities located at more than one site, provided that the district minimizes the number of sites assigned and considers student safety. If none of the district-operated schools has grade levels similar to the charter school, then a contiguous facility shall be an existing facility that is most consistent with the needs of students in the grade levels served at the charter school. ~~Determination of Reasonably Equivalent Facilities~~

~~The district shall provide facilities to a charter school sufficient to accommodate charter school students in conditions reasonably equivalent to those in which the students would be accommodated if they were attending other public schools of the district. (Education Code 47614; 5 CCR 11969.3)~~

~~Reasonably equivalent conditions shall be determined on the basis of: (5 CCR 11969.3)~~

~~1. A comparison group of district schools with similar grade levels, selected in accordance with 5 CCR 11969.3 (5 CCR 11969.3)~~
[\(5 CCR 11969.2, 11969.3\)](#)

Conversion

~~If a charter school's grade level configuration is different from the configuration of the district's schools, the district is not obligated to pay for the modification of a school site to accommodate the charter school's configuration. (5 CCR 11969.3)~~

~~2. Capacity, in accordance with 5 CCR 11969.3, including equivalency of the ratio of teaching stations (classrooms) to ADA as those provided to district students attending comparison group schools, as well as [school is](#) a share of the specialized classroom space and/or a provision for access to reasonably equivalent specialized classroom space. District ADA shall be determined using projections for the fiscal year and grade levels for which facilities are requested. (5 CCR 11969.3)~~

~~The number of teaching stations shall be determined using the classroom inventory prepared pursuant to 2 CCR 1859.31, adjusted to exclude classrooms identified as interim-~~

~~housing. Interim housing means the rental or lease of classrooms used to house students temporarily displaced as a result of the modernization of classroom facilities, as defined in 2-CCR 1859.2, and classrooms used as emergency housing for schools vacated due to structural deficiencies or natural disasters. (5 CCR 11969.3)~~

~~———— The district shall allocate and/or provide access to nonteaching station space commensurate with the in-district classroom ADA of the charter school and the per-student amount of nonteaching station space in the comparison group schools. Nonteaching station space is all of the space that is not identified as teaching station space or specialized classroom space and includes, but is not limited to, administrative, kitchen, multipurpose room, and play area space. (5 CCR 11969.3)~~

~~3. Condition of facilities, as determined by assessing such factors as age of facilities (from last modernization), quality of materials, and state of maintenance, including: (5 CCR 11969.3)~~

~~a. School site size~~

~~b. Condition of interior and exterior surfaces~~

~~c. Condition of mechanical, plumbing, electrical, and fire alarm systems, including conformity to applicable codes~~

~~d. Availability and condition of technology infrastructure~~

~~e. Condition of the facility as a safe learning environment, including, but not limited to, the suitability of lighting, noise mitigation, and size for intended use~~

~~f. Condition of the facility's furnishing and equipment~~

~~g. Condition of athletic fields and/or play area space~~

~~(cf. 7111 - Evaluating Existing Buildings)~~

~~If a charter school was established through the conversion of an existing public school, the condition of the facility previously used by the district shall be considered to be reasonably equivalent for the first year the charter school uses the facility. (5 CCR 11969.3)~~

Request and Provision. [\(Education Code 47605\)](#)

Eligibility for District Facilities

A charter school shall be operating in the district, as defined above, before it submits a request for facilities. A new or proposed charter school operating in the district is eligible to request facilities for a particular fiscal year only if it submits its charter petition before November 1 of the fiscal year preceding the year for which facilities are requested. A new charter school is entitled to be allocated and/or provided access to facilities only if it receives approval of its

charter petition before March 15 of the fiscal year preceding the year for which facilities are requested. (5 CCR 11969.9)

(cf. 0420.4 - Charter School Authorization)

Submission and Review of Facilities: ~~Timelines and Procedures~~ Requests

The following procedures shall apply to a charter school's request for ~~and the district's provision of~~ facilities:

1. On or before November 1, a charter school shall submit a written request for facilities to the Superintendent or designee for the next fiscal year. The request shall include: (Education Code 47614; 5 CCR 11969.2, 11969.9)

a. Reasonable projections of in-district and total ADA and in-district and total classroom ADA, based on ADA claimed for apportionment, if any, in the fiscal year prior to the fiscal year in which the facilities request is made, adjusted for expected changes in enrollment in the forthcoming fiscal year

Projections of in-district ADA, in-district classroom ADA, and the number of in-district students shall be broken down by grade level and by the district school that the ~~student~~students would otherwise attend.

Nonclassroom ADA may be included in the ADA calculation only to the extent of instructional time that students generating nonclassroom ADA are actually in the classroom under the direct supervision and control of a charter school employee, and only if the district and the charter school agree upon the time(s) that the facilities devoted to students generating nonclassroom-based ADA will be used.

b. A description of the methodology for the projections

c. If relevant (i.e., when a charter school is not yet open or to the extent an operating charter school projects a substantial increase in ADA), documentation of the number of in-district students meaningfully interested in attending the charter school that is sufficient for the district to determine the reasonableness of the projection, but that need not be verifiable for precise arithmetical accuracy

d. The charter school's operational calendar

e. Information regarding the district's school site and/or general geographic area in which the charter school wishes to locate

f. Information on the charter school's educational program, ~~if any~~, that is relevant to assignment of facilities, if any

In submitting a facilities request, the charter school shall use a form specified by the district. -

The charter school shall distribute, ~~or otherwise make available for review,~~ a reasonable number of copies of the written request to ~~interested parties, including, but not limited to,~~ parents/guardians ~~and,~~ school staff, and/or other interested parties, or shall otherwise make the request available for review.

2. On or before December 1, the district shall review the charter school's projections of in-district and total ADA and in-district and total classroom ADA, express any objections in writing, and state the projections the district considers reasonable. If the district does not express any objections in writing and state its own projections by the deadline, the charter school's projections are no longer subject to challenge and the district shall base its offer of facilities on those projections. (5 CCR 11969.9)

3. On or before January 2, the charter school shall respond to any objections expressed by the district and to the district's attendance projections provided pursuant to item #2 above. ~~The charter school shall reaffirm or modify its previous projections as necessary to respond to the information received from the district pursuant to item #2. If the charter school does not respond by January 2, the district's projections provided pursuant to item #2 are no longer subject to challenge and the district shall base its offer of facilities on those projections.~~ (5 CCR 11969.9)

4. The district shall determine what facilities it will offer to the charter school, ensuring that the facilities are reasonably equivalent to other district facilities. (5 CCR 11969.3)

If a charter school was established through the conversion of an existing public school pursuant to Education Code 47605(a)(2), the condition of the facility previously used by the district shall be considered to be reasonably equivalent for the first year the charter school uses the facility. (5 CCR 11969.3)

For any other charter school, reasonable equivalency shall be based on the following criteria as detailed in 5 CCR 11969.3: (5 CCR 11969.3)

a. A comparison group of district schools with similar grade levels

If a charter school's grade-level configuration is different from the configuration of the district's schools, the district shall not pay for the modification of a school site to accommodate the charter school's configuration.

b. Capacity, including equivalency of the ratio of teaching stations (classrooms), specialized classroom space, and nonteaching space to ADA

c. Condition of facilities, as determined by assessing such factors as age of facilities (from last modernization), quality of materials, and state of maintenance, including:

(1) School site size

(2) Condition of interior and exterior surfaces

(3) Condition of mechanical, plumbing, electrical, and fire alarm systems, including conformity to applicable codes

(4) Availability and condition of technology infrastructure

(5) Condition of the facility as a safe learning environment, including, but not limited to, the suitability of lighting, noise mitigation, and size for intended use

(6) Condition of the facility's furnishing and equipment

(7) Condition of athletic fields and/or play area space

(cf. 7111 - Evaluating Existing Buildings)

~~5The charter school shall reaffirm or modify its previous projections as necessary to respond to the information received from the district pursuant to item #2. If the charter school does not respond by January 2, the district's projections provided pursuant to item #2 are no longer subject to challenge and the district shall base its offer of facilities on those projections. (5 CCR 11969.9)~~

4. On or before February 1, the district shall prepare a written preliminary proposal regarding the space to be allocated to the charter school and/or to which the charter school is to be provided access. In evaluating and accommodating the charter school's request, the charter school's in-district students shall be given the same consideration as students in the district's schools, subject to the requirement that the facilities provided must be contiguous. At a minimum, the preliminary proposal shall include: (5 CCR 11969.2, 11969.3, 11969.9)

_____ a. The projections of in-district classroom ADA on which the proposal is based

_____ b. The specific location(s) of the space

c. All conditions pertaining to the space, including a draft of any proposed agreement pertaining to the charter school's use of the space

d. The projected pro rata share amount and a description of the methodology used to determine that amount

e. A list and description of the comparison group schools used in developing the district's preliminary proposal and a description of the difference between the preliminary proposal and the charter school's request submitted pursuant to item #1 above

~~6In evaluating and accommodating the charter school's request, the charter school's in-district students shall be given the same consideration as students in the district's schools, subject to the requirement that the facilities provided must be contiguous. (5 CCR 11969.2)~~

~~Contiguous facilities are those facilities contained on a school site or immediately adjacent to a school site. If the in-district classroom ADA of the charter school cannot be accommodated on any single school site, contiguous facilities also include facilities located at more than one site, provided that the district minimizes the number of sites assigned and considers student safety. (5 CCR 11969.2)~~

~~If none of the district-operated schools has grade levels similar to the charter school, then a contiguous facility shall be an existing facility that is most consistent with the needs of students in the grade levels served at the charter school. The district shall not be obligated to pay for the modification of an existing school site to accommodate the charter school's grade level configuration. (5 CCR 11969.3)~~

5. On or before March 1, the charter school shall respond in writing to the district's preliminary proposal made pursuant to item #45 above and shall express any concerns, including addressing differences between the preliminary proposal and the charter school's request, and/or make a counter proposal. (5 CCR 11969.9)

67. On or before April 1, having reviewed any concerns and/or counter proposals made by the charter school pursuant to item #56 above, the district shall submit, in writing, a final notification of the space to be offered to the charter school. The notification shall include a response to the charter school's concerns and/or counter proposal, if any. The final notification shall specifically identify: (5 CCR 11969.9)

- a. The teaching stations, specialized classroom spaces, and nonteaching station spaces offered for the exclusive use of the charter school and the teaching stations, specialized classroom spaces, and nonteaching spaces to which the charter school is to be provided access on a shared basis with district-operated programs
- b. Arrangements for sharing any shared space
- c. The assumptions of in-district classroom ADA for the charter school upon which the allocation is based, and if the assumptions are different than those submitted by the charter school pursuant to item #3 above, a written explanation of the reasons for the differences
- d. The specific location(s) of the space
- e. All conditions pertaining to the space
- f. The pro rata share amount
- g. The payment schedule for the pro rata amount, which shall take into account the timing of revenues from the state and from local property taxes

78. By May 1 or within 30 days after the district notification pursuant to item #67 above, whichever is later, the charter school shall notify the district in writing whether or not it intends to occupy the offered space. (5 CCR 11969.9)

The charter school's notification may be withdrawn or modified before this deadline. After the deadline, if the charter school has notified the district that it intends to occupy the offered space, the charter school is committed to paying the pro rata share amount as identified. If the charter school does not notify the district by this deadline that it intends to occupy the offered space, then the space shall remain available for district programs and the charter school shall not be entitled to use facilities of the district in the following fiscal year. (5 CCR 11969.9)

~~8. The district and charter school shall negotiate an agreement regarding the use of and payment for the space. In addition, the district shall provide a draft of any proposed agreement pertaining to the charter school's use of the space in conjunction with the preliminary offer, as detailed in item #4 above.~~ [Availability of Facilities](#)

~~(5 CCR 11969.9)~~

~~a. At a minimum, the agreement shall contain the information included in the district's final notification, as listed in item #6 above.~~

~~b. The charter school shall maintain general liability insurance naming the district as an additional insured in order to indemnify the district for any damage and losses. The district shall maintain first party property insurance for the facilities allocated to the charter school.~~

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

~~e. The charter school shall comply with Board policies regarding the operations and maintenance of school facilities, furnishings, and equipment.~~

~~d. A reciprocal hold harmless/indemnification provision shall be established between the district and the charter school.~~

~~e. The district shall be responsible for any modifications necessary to maintain the facility in accordance with Education Code 47610(d) or 47610.5.~~

9. The space allocated to the charter school by the district, or the space to which the district provides the charter school access, shall be furnished, equipped, and available for occupancy at least 10 working days prior to the first day of instruction of the charter school. For good cause, the district may reduce the period of availability to a period of not less than seven working days. (5 CCR 11969.9)

Space allocated for use by the charter school, subject to sharing arrangements, shall be available for the charter school's entire school year regardless of the district's instructional year or class schedule. [\(5 CCR 11969.5\)](#)

[For a conversion charter school, the school site identified in the school's charter shall be made available to the charter school for its second year of operation and thereafter upon annual request](#)

for facilities from the district pursuant to this administrative regulation. If, as a result of a material revision of the charter, either the location of the conversion charter school is changed or the district approves the operation of additional sites by the school, then the school may request, and the district shall provide, facilities in accordance with law, the revised charter, and this administrative regulation. (5 CCR 11969.3)

Written Agreement Regarding Facilities Operations

The district and charter school shall negotiate an agreement regarding the use of and payment for the space which contains, at a minimum, the information included in the district's final notification pursuant to item #7 in the section "Submission and Review of Facilities Requests" above. (5 CCR 11969.9)

A reciprocal hold-harmless/indemnification provision shall be established between the district and the charter school. The charter school shall maintain general liability insurance naming the district as an additional insured in order to indemnify the district for any damage and losses. The district shall maintain first party property insurance for the facilities allocated to the charter school. (5 CCR 11969.9)

(cf. 3530 - Risk Management/Insurance)

Responsibilities for facility maintenance and improvements shall be as follows: (5 CCR 11969.4, 11969.9)

1. The district shall be responsible for:

a. Modifications necessary to maintain the facility in accordance with applicable building codes pursuant to Education Code 47610 or 47610.5

b. Replacement of district-provided furnishings and equipment in accordance with district schedules and practices

c. Projects eligible to be included in the district's deferred maintenance plan

2. The charter school shall be responsible for the ongoing operations and maintenance of facilities, furnishings, and equipment.

The charter school shall not sublet or use the facilities for purposes other than those that are consistent with ~~Board~~district policies and ~~district~~ practices without permission of the Superintendent or designee. (5 CCR 11969.5)

(cf. 1330 - Use of School Facilities)

~~10.—~~Facilities, furnishings, and equipment provided to a charter school by the district shall remain the property of the district. ~~The district shall be responsible for projects eligible to be included in the district's deferred maintenance plan and the replacement of district-provided-~~

~~furnishings and equipment in accordance with district schedules and practices. The ongoing operations and maintenance of facilities, furnishings, and equipment shall be the responsibility of the charter school. (Education Code 47614; 5 CCR 11969.4)~~

~~Charges for Facilities Costs~~

~~The district may charge the charter school, in accordance with 5 CCR 11969.7, for a pro-rata share of the district's facilities costs for the charter school's use of the facilities in accordance with 5 CCR 11969.7. (Education Code 47614)~~

~~General fund means the main operating fund of the district which is used to account for all activities except those that are required to be accounted for in another fund. (5 CCR 11969.2)~~

~~Unrestricted revenues are those funds whose uses are not subject to specific constraints and that may be used for any purposes not prohibited by law. Restricted revenues are those funds received from external sources that are legally restricted or that are restricted by the donor to specific purposes. Programs funded by a combination of restricted and unrestricted sources will be accounted for and reported as restricted. Funds or activities that are not restricted or designated by the donor, but rather by the Board of Trustees, shall be accounted for and reported as unrestricted. (5 CCR 11969.2)~~

~~Facilities costs are those activities concerned with~~activities related to keeping the physical plant open, comfortable, and safe for use and keeping the grounds, buildings, and equipment in working condition ~~and a satisfactory state of repair. These include the~~ Such activities ~~of~~include maintaining safety in buildings, on ~~the~~ grounds, and in the vicinity of schools, ~~as well as;~~ plant maintenance and operations; ~~facilities acquisition and construction;~~ and facilities rents and leases. ~~(Education Code 47614; 5 CCR 11969.2)~~

The charter school shall report actual in-district and total ADA and classroom ADA to the district every time that the charter school reports ADA for apportionment purposes. If the charter school generates less ADA than projected, the following provisions shall apply to any overallocated space: (Education Code 47614; 5 CCR 11969.3, 11969.8, 11969.9)

1. The charter school shall reimburse the district for the ~~over-allocated~~overallocated space as set forth in 5 CCR 11969.8, unless the district agrees, in response to the notification by the charter school of ~~over-allocation~~overallocation, to exercise its sole discretion to use the ~~over-allocated~~overallocated space for district programs. ~~(Education Code 47614; 5 CCR 11969.8, 11969.9)~~

~~Additional Provisions for Charter School Established at an Existing School Site~~

~~The following provisions apply only to a charter school established at an existing school site pursuant to Education Code 47605(a)(2), 52055.5, 52055.55, or 52055.650 that operated at the site in its first year pursuant to 5 CCR 11969.3(c)(2). (5 CCR 11969.3)~~

1. ~~The school site, as identified in the school's charter, shall be made available to the charter~~

~~school for its second year of operation and thereafter upon annual request for facilities from the district pursuant to Education Code 47614 and this administrative regulation. (5 CCR 11969.3)~~

~~—The district may charge the charter school the pro-rata costs for the site pursuant to 5 CCR 11969.7 and the district shall be entitled to receive reimbursement for over-allocated space from the charter school pursuant to 5 CCR 11969.8. (5 CCR 11969.3)~~

~~—If 2. In the case of a conversion charter school, the overallocated space shall not be subject to reimbursement under the following circumstances:~~

~~a. The school notifies the district, by February 1 of its first year of operation, a charter school notifies the district that it will have over-allocated overallocated space in the following fiscal year, the space identified is not subject to reimbursement for over-allocation space pursuant to 5 CCR 11969.8 in the following year or thereafter. The. In such cases, the district may occupy all or a portion of the space identified. (5 CCR 11969.3)~~

~~—A charter school that wants to recover space surrendered to the district shall apply to the district and the district shall evaluate the application in accordance with law and this administrative regulation. (5 CCR 11969.3)~~

~~2. —If, as a result of a material revision of the charter, either the location of the charter school is changed or the district approves the operation of additional sites by the charter school, then the charter school may request, and the district shall provide, facilities in accordance with the revised charter, law, and this administrative regulation. (5 CCR 11969.3)~~

~~a. —If the charter school was established pursuant to Education Code 47605(a)(2), the district shall change the school's attendance area only if b. Based on the State Board of Education (SBE) grants a Education's waiver of the requirement attendance area requirements in Education Code 47605(d)(1) that the charter school continuously give admission preference to students residing in the former attendance area of the school site. (5 CCR 11969.3)~~

~~b. —If the charter school was established pursuant to Education Code 52055.5, 52055.55, or 52055.650, the district shall relocate the school or change the school's attendance area only if the SBE grants a waiver of the provision of statute binding the school to the existing site. (5 CCR 11969.3)~~

~~e. —If the district decides to change the charter school's attendance areas as provided in #2(a) or 2(b) above, and if the), the district makes a decision occurs, between November 1 and June 30 and becomes operative, to change the school's attendance area in the forthcoming fiscal year, then the space allocated to the charter school is not subject to reimbursement for over-allocated space pursuant to 5 CCR 11969.8 in the forthcoming fiscal year. (5 CCR 11969.3).~~

Mediation of Disputes

If a dispute arises between the district and a charter school pursuant to Education Code 47614 or 5 CCR 11969.1-11969.10, both parties may agree to settle the dispute using mediation.—

~~Mediation consists of~~, in accordance with the following ~~steps~~procedures: (5 CCR 11969.10)

1. If both parties agree to mediation, the initiating party shall select a mediator, subject to the agreement of the responding party. If the parties are unable to agree on a mediator, the initiating party shall request the CDE to appoint a mediator within seven days to assist the parties in resolving the dispute. The mediator shall meet with the parties as quickly as possible.
2. Within seven days of the selection or appointment of the mediator, the party initiating the dispute resolution process shall send a notice to the responding party and the mediator. The notice shall include the following information:
 - a. Name, address, and phone numbers of designated representatives of the parties
 - b. A statement of the facts of the dispute, including information regarding the parties' attempts to resolve the dispute
 - c. The specific sections of the statute or regulations that are in dispute
 - d. The specific resolution sought by the initiating party
3. Within seven days of receiving the notice, the responding party shall file a written response.
4. The mediation shall be entirely informal in nature. Each party shall share copies of exhibits upon which its case is based with the other party. The relevant facts shall be elicited in a narrative fashion to the extent possible, rather than through examination and cross-examination of witnesses.
5. Any agreement reached by the parties shall be in writing and shall not set a precedent for any other case.
6. The mediation shall be terminated if the district and the charter school fail to meet within the specified timelines, have not reached an agreement within 15 days from the first meeting held by the mediator, or if the mediator declares an impasse.
7. The costs of the mediation shall be divided equally between the parties and paid promptly.

Policy HANFORD ELEMENTARY SCHOOL DISTRICT
 adopted: February 9, 2005 Hanford, California
 revised: November 2, 2011
 revised: _____, 2017

HANFORD ELEMENTARY SCHOOL DISTRICT
Human Resources Department

AGENDA REQUEST FORM

TO: Joy Gabler

FROM: Jaime Martinez

DATE: May 1, 2017

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

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **May 10, 2017**

ITEM: Consider approval of personnel transactions and related matters.

PURPOSE:

a. Employment

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

b. Resignations

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

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

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

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

f. More Hours

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

g. Job Description

- Supervisor, Custodial Services (revised)

h. Volunteers

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

RECOMMENDATION: Approve.

HANFORD ELEMENTARY SCHOOL DISTRICT

Job Description

SUPERVISOR, CUSTODIAL SERVICES**DEFINITION:**

Under general supervision of the **Administrative** Director of Facilities and Operations, trains, supervises and evaluates assigned personnel, plans, organizes, coordinates, and directs the District's custodial services and minor maintenance activities.

DISTINGUISHING CHARACTERISTICS

This management level position requires an individual who **is available to** can work a **flexible** day or late evening work shift, be available on-call as needed for emergency calls and participate in custodial service activities as needed.

ESSENTIAL FUNCTIONS:

- Trains, supervises, and evaluates assigned personnel; recommends and participates in disciplinary actions as needed; participates in staff planning, interviewing and selection process for new staff as assigned.
- Plans, coordinates and monitors activities of custodial personnel; assures efficient and proper cleaning and minor maintenance and repair of school sites and other District facilities.
- Encourages and supports good communication and working relations with Custodians, students, staff and public.
- Plans, schedules, and assigns routine custodial services and tasks.
- Conducts regular inspections of custodial staff work; regularly inspects all sites and buildings to determine cleaning needs.
- Plans, schedules and supervises the annual summer task force for all school sites.
- Participates in the cleaning and maintaining of district facilities; assists in special activities, such as set-ups and special events as needed.
- Observes and makes recommendations for improved and more efficient methods of cleaning. Analyzes workloads, custodial tasks, assignments and makes recommendations for changes in staffing, daily cleaning schedules and/or duties and implements them when approved.
- Monitors health and sanitation conditions at school sites as requested by Administrative Director of Facilities and Operations.

ESSENTIAL FUNCTIONS (cont.)

- Trains staff to utilize district cleaning equipment effectively and efficiently. Ensure that equipment is maintained in proper working order and preventive maintenance procedures are followed. Staff training is conducted on a monthly basis to ensure proper methods and safety measures are followed and understood by all custodial team members.
- Monitors work in progress and inspects work upon completion.
- Resolves complaints and provides information dealing with complaints.
- Conducts monthly safety meetings, enforce safety rules and regulations, investigate accidents and ensure that reports are on file in a timely manner.
- Receives and reviews incoming job orders; prioritizes and schedules special projects; estimates cost of materials and labor.
- Researches, evaluates, and confers with vendors for the purchase of cleaning supplies, materials, and equipment; orders supplies and materials according to established procedures.
- Prepares and maintains records and reports of custodial services and activities such as attendance, time sheets, inventory, and other related documentation as directed.
- Establishes effective working relationships.
- Performs related duties as assigned.

NECESSARY EMPLOYMENT STANDARDS

Knowledge of:

Procedures, methods, materials and equipment used in cleaning and minor maintenance of schools and District buildings.

Quality and use of custodial supplies and equipment.

Appropriate safety precautions and procedures.

Health and safety regulations.

Legal and defensive driving practices.

Knowledge of: (continued)

Principals and practices of training and providing work direction.

Principles and practices of supervision and evaluation.

Current computer software programs, and other technologies.

Proper English usage, grammar, spelling, punctuation, and basic arithmetic skills.

Record-keeping techniques.

District operations, policies, goals and objectives, and regulations.

Ability to:

Plan, organize, coordinate, and supervise the custodial services activities.

Prepare time and cost estimates for custodial labor and materials.

Operate hand and power tools and other equipment used in custodial services and for minor maintenance work.

To use current standard office technology, including multi-line phones, computers, Printers, tablets etc.

Train, supervise, and evaluate personnel.

Read, interpret, apply and explain rules, regulations, policies and procedures.

Maintain routine records.

EDUCATION AND EXPERIENCE:

Any combination equivalent to: Graduation from High School and four years work experience in custodial or maintenance industry including three years of supervisory responsibility. School based experience preferred.

License Requirements:

Possession of a valid California Class C driver's license.

WORKING CONDITIONS:

Environment: Indoor and outdoor work environment; driving a vehicle to conduct work; seasonal heat and cold or adverse weather conditions.

Physical Abilities: Lifting objects up to 75 pounds; standing and walking for extended periods; bending at the waist; pushing, pulling, carrying, twisting/turning; climbing ladders. Vision to read and prepare reports, work on a computer screen, reading instructions; reaching and working overhead; and dexterity of hands and fingers to operate manual and power cleaning equipment and tools; sitting for extended periods of time, driving a vehicle to conduct work. Hearing and speaking to exchange information.

Hazards: Possible exposure to paint and cleaning chemical fumes and blood borne pathogens.

Adopted: 06/23/04
Revised: __/__/__

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 05/01/2017

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 05/10/2017

ITEM:

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

PURPOSE:

Enclosed is the Kings County Investment Pool compliance report for the quarter ending 03/31/2017. The interest rate for the quarter was 0.9724%.

FISCAL IMPACT:

None.

RECOMMENDATIONS:

Approve the Kings County Treasurer's Quarterly Compliance Report.



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

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

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

DATE: April 26, 2017

TO: Treasury Depositors
Board of Supervisors
County Treasury Oversight Committee

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

SUBJECT: Quarterly Portfolio Compliance Report

Enclosed is the Kings County Treasurer's - Quarterly Compliance Report for the period January 1 – March 31, 2017. The interest rate for the quarter for funds held by the Treasury was .9724%.

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

Encl. 1

Kings County Treasurer's Statement of Interest Earnings

For the Period January 1, 2017 - March 31, 2017	
POOLED INVESTMENT ACCOUNT:	
Gross Interest Earnings (on Accrual Basis)	\$895,677
Less: Administrative Expenses	(109,991)
Banking Expenses	(11,812)
Net Interest Earnings Apportioned	\$773,875
Portfolio Return of Investment:	
Average Pooled Funds Invested	\$311,729,915
Gross Yield on Investments	1.1653%
Net Yield on Investments	1.0068%
Treasury Return on Investment:	
Average Pooled Funds In Treasury	\$322,766,665
Gross Yield Pooled Treas Funds	1.1254%
Net Yield on Pooled Treasury Funds	0.9724%
<u>DIRECT INVESTMENT ACCOUNT:</u>	
Average Direct Funds Invested	\$0
TOTAL AVERAGE FUNDS INVESTED:	\$311,729,915

YIELD TRENDS		
Gross Yield History*		
Quarter	Pool	LAIF
Mar-17	1.1653%	0.7761%
Dec-16	1.1055%	0.6778%
Sep-16	0.9785%	0.6046%
Jun-16	1.0600%	0.5473%
Mar-16	0.8967%	0.4643%
Dec-15	1.0016%	0.3672%
Sep-15	0.8794%	0.3195%
Jun-15	0.8477%	0.2836%
Mar-15	0.7391%	0.2601%
Dec-14	0.9132%	0.2542%
Sep-14	0.7690%	0.2418%
Jun-14	0.8205%	0.2212%
Mar-14	0.6774%	0.2304%
Dec-13	0.7829%	0.2557%
Sep-13	0.5764%	0.2567%
Jun-13	0.8620%	0.2436%
Mar-13	0.8347%	0.2824%
Dec-12	0.8720%	0.3219%

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

Kings County Treasurer's Liquidity Projections for the Period April 1, 2017 - March 31, 2018 (In Thousands)

(in thousands)									
A		B		C	D		E	F	G
ACTUAL MONTH/ YEAR	TREASURER'S RECEIPTS	TREASURER'S DISBURSEMENTS	TREASURER'S SURPLUS or	INVESTMENTS				ESTIMATE	
	ACTUAL	ACTUAL	(DEFICIT) (A-B)	MONTH YEAR	PORTFOLIO MATURITIES	LAIF	TOTAL (D+E)	SURPLUS (F+C)	
Jul-16	40,377	67,082	(26,705)	Jul-17	0	63,710	63,710	37,005	
Aug-16	43,648	61,747	(18,099)	Aug-17	2,000	37,005	39,005	20,906	
Sep-16	63,247	54,506	8,741	Sep-17	4,000	20,906	24,906	33,647	
Oct-16	44,901	59,935	(15,034)	Oct-17	7,000	33,647	40,647	25,613	
Nov-16	59,246	50,605	8,641	Nov-17	4,000	25,613	29,613	38,254	
Dec-16	127,123	83,037	44,086	Dec-17	4,000	38,254	42,254	86,340	
Jan-17	48,806	55,490	(6,684)	Jan-18	9,000	65,000	74,000	67,316	
Feb-17	77,604	79,214	(1,610)	Feb-18	0	67,316	67,316	65,706	
Mar-17	65,648	55,765	9,883	Mar-18	6,000	65,706	71,706	81,589	
Apr-16	85,391	56,132	29,259	Apr-17	2,000	65,000	67,000	96,259	
May-16	50,157	68,611	(18,454)	May-17	2,000	65,000	67,000	48,546	
Jun-16	66,087	60,941	5,146	Jun-17	10,018	48,546	58,564	63,710	
TOTALS	772,235	753,065	19,170		50,018				

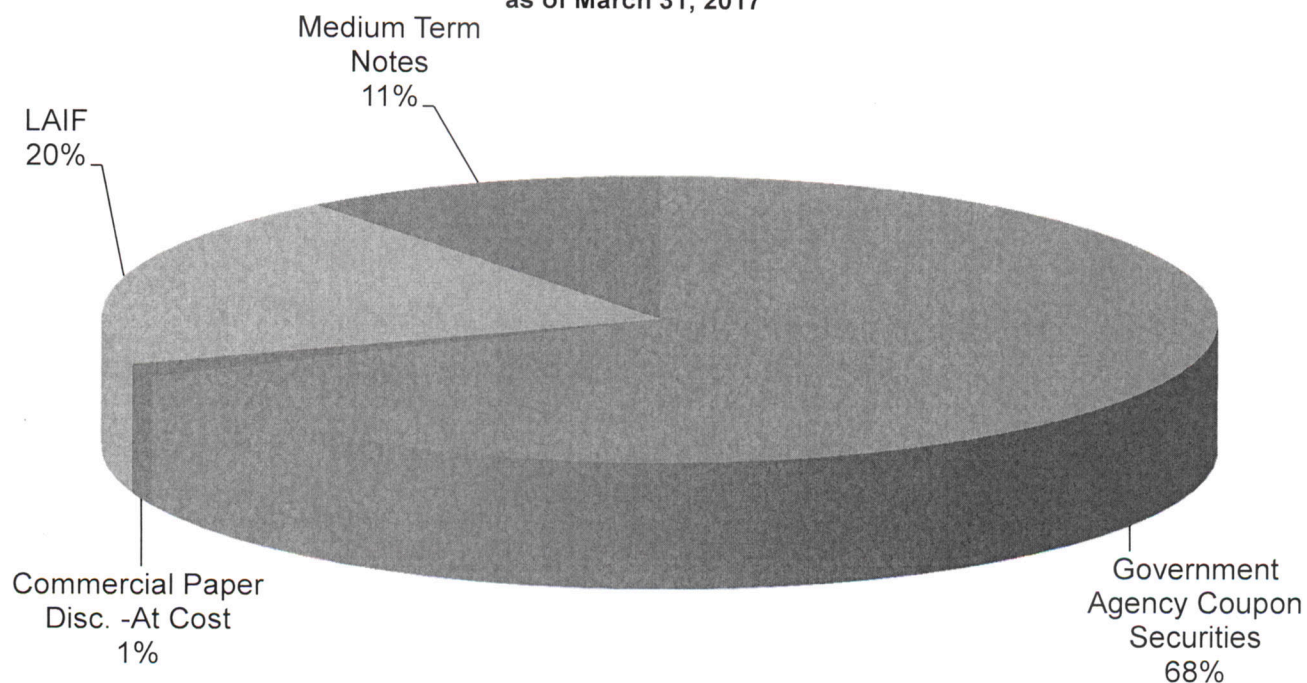
NOTE: Maximum LAIF balance was increased on January 1, 2016 from \$50,000,000 to \$65,000,000.

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

KINGS COUNTY POOLED INVESTMENTS PORTFOLIO STATISTICS

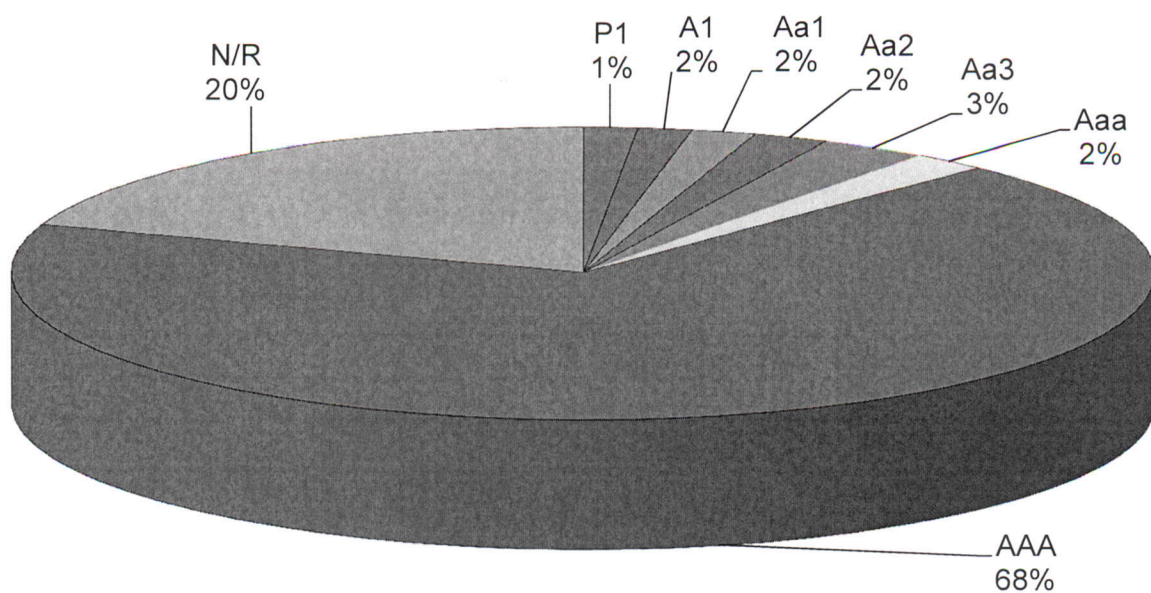
Book Value by Investment Type

as of March 31, 2017



Market Value Quality Allocation

as of March 31, 2017





**Kings County Investment Pool
Portfolio Management
Portfolio Summary
March 31, 2017**

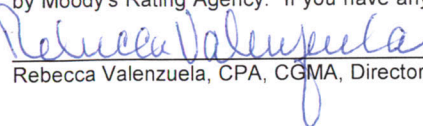
229/295
Kings County
1400 W. Lacey Blvd.
Kings County Govt. Center
Hanford, CA
(559)582-3211

Investments	Par Value	Market Value	Book Value	% of Portfolio	Days to Maturity	YTM 365 Equiv.	YTM 360 Equiv.
Government Agency Coupon Securities	224,000,000.00	223,060,740.00	224,056,428.36	68.12	781	1.304	1.286
Commercial Paper Disc. -At Cost	5,000,000.00	4,986,450.00	4,955,166.67	1.51	90	1.242	1.225
LAIF - Local Agency Investment Pool	65,000,000.00	65,000,000.00	65,000,000.00	19.76	1	0.780	0.769
Medium Term Notes	35,018,000.00	34,898,184.48	34,897,589.96	10.61	475	1.432	1.413
	329,018,000.00	327,945,374.48	328,909,184.99	100.00%	584	1.213	1.197
Investments							
Cash and Accrued Interest							
Passbook/Checking (not included in yield calculations)	7,388,562.31	7,388,562.31	7,388,562.31		1	0.250	0.247
Accrued Interest at Purchase *		0.00	0.00				
Ending Accrued Interest		931,751.42	931,751.42				
Subtotal		8,320,313.73	8,320,313.73				
	336,406,562.31	336,265,688.21	337,229,498.72		584	1.213	1.197
Total Cash and Investments Value							

Total Earnings	March 31 Month Ending	Fiscal Year To Date	
Current Year	304,358.20	2,344,411.40	* 15,566.66 Accrued at Purchase is Included in Book Value.

Average Daily Balance	315,457,322.09	288,024,951.91
Effective Rate of Return	1.14%	1.08%

The Pooled Portfolio was in compliance during the Quarter ending March 31, 2017, with California Government Code Sections 53601 et.seq. and 53635, and the Director of Finance's Statement of Investment Policy dated January 1, 2017. Market prices are provided by Union Bank of California and are as of the last business day of the month. Ratings listed in the Portfolio Reports are issued by Moody's Rating Agency. If you have any questions about the Pooled Investment Fund, please call Tammy Phelps, Assistant Director of Finance - Treasury, at (559) 852-2462.


Rebecca Valenzuela, CPA, CGMA, Director of Finance

4/1/2017

Reporting period 03/01/2017-03/31/2017

Run Date: 05/01/2017 - 09:19

Portfolio POOL
RC
PM (PRF_PM1) 7.3.0
Report Ver. 7.3.5

Kings County Investment Pool
Portfolio Management
Portfolio Details - Investments
March 31, 2017

Page 1

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	YTM 360	Days to Maturity	Maturity Date
Government Agency Coupon Securities												
3130A1NN4	130048	Federal Home Loan Banks		04/23/2014	2,000,000.00	2,000,240.00	1,998,771.92	0.875	AAA	0.986	53	05/24/2017
3135G0MZ3	130049	Federal Nat'l Mortgage Assoc.		04/23/2014	2,000,000.00	1,999,560.00	1,997,795.19	0.875	AAA	1.085	149	08/28/2017
3135G0PP2	120011	Federal Nat'l Mortgage Assoc.		10/26/2012	2,000,000.00	2,000,120.00	2,000,000.00	1.000	AAA	0.986	172	09/20/2017
3137EADL0	150046	Federal Home Loan Mort. Co.		01/15/2016	2,000,000.00	2,000,440.00	2,000,938.11	1.000	AAA	0.893	181	09/29/2017
3133EFHY6	150041	Federal Farm Credit Bank		01/13/2016	2,000,000.00	1,997,760.00	1,993,874.29	0.650	AAA	0.946	195	10/13/2017
3130A3HF4	140009	Federal Home Loan Banks		12/10/2014	2,000,000.00	2,001,040.00	1,999,919.85	1.125	AAA	1.113	251	12/08/2017
3133EEFE5	140010	Federal Farm Credit Bank		12/18/2014	2,000,000.00	2,001,120.00	1,999,626.67	1.125	AAA	1.128	261	12/18/2017
3133EFVC8	150037	Federal Farm Credit Bank		01/19/2016	2,000,000.00	1,998,680.00	2,000,000.00	1.000	AAA	0.986	293	01/19/2018
3134G6SW4	140024	Federal Home Loan Mort. Co.		04/29/2015	2,000,000.00	2,001,740.00	1,999,818.18	1.000	AAA	0.996	303	01/29/2018
3137EADP1	150036	Federal Home Loan Mort. Co.		01/12/2016	2,000,000.00	1,995,480.00	1,996,776.26	0.875	AAA	1.024	340	03/07/2018
3133EFSG3	150024	Federal Farm Credit Bank		12/14/2015	2,000,000.00	2,000,720.00	2,000,000.00	1.100	AAA	1.085	347	03/14/2018
3134G65U3	140042	Federal Home Loan Mort. Co.		06/23/2015	2,000,000.00	1,995,720.00	2,000,000.00	1.100	AAA	1.085	356	03/23/2018
3133EEJ50	140035	Federal Farm Credit Bank		05/11/2015	2,000,000.00	1,998,620.00	2,000,000.00	1.030	AAA	1.016	405	05/11/2018
3135G0XA6	120060	Federal Nat'l Mortgage Assoc.		05/21/2013	2,000,000.00	1,989,180.00	2,000,000.00	1.030	AAA	1.016	415	05/21/2018
3133EFQD2	150013	Federal Farm Credit Bank		11/23/2015	2,000,000.00	1,999,160.00	2,000,000.00	1.080	AAA	1.065	417	05/23/2018
3135G0XK4	120061	Federal Nat'l Mortgage Assoc.		05/30/2013	2,000,000.00	1,995,860.00	2,000,000.00	1.050	AAA	1.036	419	05/25/2018
3133EEP95	140043	Federal Farm Credit Bank		06/03/2015	2,000,000.00	2,001,000.00	2,000,000.00	1.100	AAA	1.085	426	06/01/2018
3130A4Y71	140023	Federal Home Loan Banks		04/15/2015	2,000,000.00	1,996,540.00	2,000,000.00	1.000	AAA	0.986	440	06/15/2018
3134G67C1	140044	Federal Home Loan Mort. Co.		06/22/2015	2,000,000.00	1,994,780.00	2,000,000.00	1.200	AAA	1.184	447	06/22/2018
3133EE2F6	140047	Federal Farm Credit Bank		06/25/2015	2,000,000.00	2,002,040.00	1,999,770.00	1.220	AAA	1.211	450	06/25/2018
3130A63A3	150003	Federal Home Loan Banks		08/03/2015	2,000,000.00	1,999,020.00	2,000,000.00	1.150	AAA	1.134	489	08/03/2018
3133EE6G0	150005	Federal Farm Credit Bank		08/06/2015	2,000,000.00	1,999,820.00	2,000,000.00	1.150	AAA	1.134	492	08/06/2018
3130A6XE2	150033	Federal Home Loan Banks		01/12/2016	2,000,000.00	2,001,700.00	2,003,537.93	1.250	AAA	1.115	496	08/10/2018
3130A5E54	140037	Federal Home Loan Banks		05/13/2015	2,000,000.00	1,995,220.00	2,000,000.00	1.100	AAA	1.085	499	08/13/2018
313375K48	150031	Federal Home Loan Banks		01/07/2016	2,000,000.00	2,022,140.00	2,022,638.68	2.000	AAA	1.213	531	09/14/2018
3134G65E9	140045	Federal Home Loan Mort. Co.		06/24/2015	2,000,000.00	2,004,140.00	1,999,076.92	1.325	AAA	1.338	541	09/24/2018
3130A7M36	150060	Federal Home Loan Banks		04/18/2016	2,000,000.00	1,995,820.00	2,000,000.00	1.100	AAA	1.085	565	10/18/2018
3135G0E58	150007	Federal Nat'l Mortgage Assoc.		11/05/2015	2,000,000.00	1,996,760.00	1,997,546.32	1.125	AAA	1.171	566	10/19/2018
3133EE6F2	150006	Federal Farm Credit Bank		08/06/2015	2,000,000.00	2,000,740.00	2,000,000.00	1.250	AAA	1.233	584	11/06/2018
3130A7UV5	150065	Federal Home Loan Banks		05/09/2016	2,000,000.00	1,988,820.00	2,000,000.00	1.120	AAA	1.105	587	11/09/2018
3133EFPJ0	150011	Federal Farm Credit Bank		11/19/2015	2,000,000.00	2,001,260.00	2,000,773.33	1.290	AAA	1.253	597	11/19/2018
3133EFRH2	150015	Federal Farm Credit Bank		11/30/2015	2,000,000.00	1,997,520.00	2,000,000.00	1.340	AAA	1.322	608	11/30/2018
3133EFRQ2	150017	Federal Farm Credit Bank		12/03/2015	2,000,000.00	2,002,080.00	2,002,346.67	1.300	AAA	1.223	611	12/03/2018
3135G0G72	150008	Federal Nat'l Mortgage Assoc.		11/05/2015	2,000,000.00	1,995,180.00	1,994,916.89	1.125	AAA	1.238	622	12/14/2018
3133EFSW8	150025	Federal Farm Credit Bank		12/21/2015	2,000,000.00	2,000,020.00	2,000,000.00	1.375	AAA	1.356	629	12/21/2018
3133EG2S3	160044	Federal Farm Credit Bank		01/03/2017	2,000,000.00	1,998,660.00	1,998,420.00	1.280	AAA	1.302	642	01/03/2019

Portfolio POOL
RC
PM (PRF_PM2) 7.3.0

Kings County Investment Pool
Portfolio Management
Portfolio Details - Investments
March 31, 2017

Page 2

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	YTM 360	Days to Maturity	Maturity Date
Government Agency Coupon Securities												
3133EFVD6	150047	Federal Farm Credit Bank		02/01/2016	2,000,000.00	2,000,000.00	2,000,000.00	1.320	AAA	1.302	671	02/01/2019
3130A8XU2	160005	Federal Home Loan Banks		08/08/2016	2,000,000.00	1,982,800.00	2,000,000.00	1.020	AAA	1.006	678	02/08/2019
3130A8V26	160003	Federal Home Loan Banks		08/12/2016	2,000,000.00	1,990,280.00	2,000,000.00	1.050	AAA	1.036	682	02/12/2019
3134G9EB9	150067	Federal Home Loan Mort. Co.		05/13/2016	2,000,000.00	1,990,820.00	2,000,000.00	1.200	AAA	1.184	683	02/13/2019
3135G0ZA4	150034	Federal Nat'l Mortgage Assoc.		01/12/2016	2,000,000.00	2,020,140.00	2,023,243.69	1.875	AAA	1.263	689	02/19/2019
3130A8YM9	160006	Federal Home Loan Banks		08/30/2016	2,000,000.00	1,983,220.00	2,000,000.00	1.000	AAA	0.986	698	02/28/2019
3130A86L2	150074	Federal Home Loan Banks		06/01/2016	2,000,000.00	1,994,140.00	2,000,000.00	1.200	AAA	1.184	699	03/01/2019
3136G3AP0	150052	Federal Nat'l Mortgage Assoc.		03/15/2016	2,000,000.00	1,988,040.00	2,000,000.00	1.250	AAA	1.233	713	03/15/2019
3136G3BR5	150054	Federal Nat'l Mortgage Assoc.		03/22/2016	2,000,000.00	1,990,280.00	2,000,000.00	1.300	AAA	1.282	720	03/22/2019
3134G8WG0	150059	Federal Home Loan Mort. Co.		04/26/2016	2,000,000.00	1,988,400.00	2,000,000.00	1.200	AAA	1.184	755	04/26/2019
3134G92M8	160004	Federal Home Loan Mort. Co.		08/22/2016	2,000,000.00	1,979,860.00	2,000,000.00	1.125	AAA	1.110	781	05/22/2019
3136G2Y76	150051	Federal Nat'l Mortgage Assoc.		02/24/2016	2,000,000.00	1,986,160.00	2,000,000.00	1.300	AAA	1.282	783	05/24/2019
3133EGCA1	150072	Federal Farm Credit Bank		06/03/2016	2,000,000.00	1,985,600.00	1,999,000.00	1.060	AAA	1.066	793	06/03/2019
3136G3AQ8	150053	Federal Nat'l Mortgage Assoc.		03/07/2016	2,000,000.00	1,982,920.00	2,000,000.00	1.320	AAA	1.302	797	06/07/2019
3135G0K77	150071	Federal Nat'l Mortgage Assoc.		06/13/2016	2,000,000.00	1,985,900.00	2,000,000.00	1.250	AAA	1.233	803	06/13/2019
3134G9QW0	150075	Federal Home Loan Mort. Co.		06/14/2016	2,000,000.00	1,981,200.00	2,000,000.00	1.280	AAA	1.262	804	06/14/2019
3136G3PS8	150073	Federal Nat'l Mortgage Assoc.		06/14/2016	2,000,000.00	1,980,420.00	2,000,000.00	1.200	AAA	1.184	804	06/14/2019
3136G3RD9	150080	Federal Nat'l Mortgage Assoc.		06/21/2016	2,000,000.00	1,993,580.00	2,000,000.00	1.375	AAA	1.356	811	06/21/2019
3134G9SL2	150079	Federal Home Loan Mort. Co.		06/28/2016	2,000,000.00	1,982,200.00	2,000,000.00	1.300	AAA	1.282	818	06/28/2019
3137EAEB1	160024	Federal Home Loan Mort. Co.		11/15/2016	2,000,000.00	1,975,700.00	1,984,053.94	0.875	AAA	1.183	839	07/19/2019
3134G8Y86	150061	Federal Home Loan Mort. Co.		04/26/2016	2,000,000.00	1,986,540.00	2,000,000.00	1.250	AAA	1.233	846	07/26/2019
3137EADK2	150035	Federal Home Loan Mort. Co.		01/12/2016	2,000,000.00	1,992,640.00	1,993,666.93	1.250	AAA	1.361	852	08/01/2019
3136G3Q99	160002	Federal Nat'l Mortgage Assoc.		08/15/2016	2,000,000.00	1,980,860.00	2,000,000.00	1.250	AAA	1.233	866	08/15/2019
3134G9CX3	150064	Federal Home Loan Mort. Co.		05/16/2016	2,000,000.00	1,977,640.00	2,000,000.00	1.300	AAA	0.872	867	08/16/2019
3136G2XJ1	150050	Federal Nat'l Mortgage Assoc.		02/23/2016	2,000,000.00	1,980,360.00	2,000,000.00	1.270	AAA	1.253	874	08/23/2019
3135G0P49	160029	Federal Nat'l Mortgage Assoc.		11/17/2016	2,000,000.00	1,978,760.00	1,986,279.72	1.000	AAA	1.263	879	08/28/2019
3133EGTB1	160009	Federal Farm Credit Bank		09/06/2016	2,000,000.00	1,978,900.00	1,998,333.33	1.190	AAA	1.207	888	09/06/2019
3133EGTT2	160010	Federal Farm Credit Bank		09/12/2016	2,000,000.00	1,973,080.00	2,000,000.00	1.200	AAA	1.184	894	09/12/2019
313383VN8	160031	Federal Home Loan Banks		11/18/2016	2,000,000.00	2,023,000.00	2,033,357.64	2.000	AAA	1.300	895	09/13/2019
3136G3BB0	150055	Federal Nat'l Mortgage Assoc.		03/16/2016	2,000,000.00	1,982,560.00	2,000,000.00	1.375	AAA	1.356	898	09/16/2019
3135G0P31	160008	Federal Nat'l Mortgage Assoc.		09/20/2016	2,000,000.00	1,973,840.00	2,000,000.00	1.300	AAA	1.282	902	09/20/2019
3136G4AE3	160011	Federal Nat'l Mortgage Assoc.		09/27/2016	2,000,000.00	1,977,380.00	2,000,000.00	1.200	AAA	1.184	909	09/27/2019
3135GOR39	160023	Federal Nat'l Mortgage Assoc.		11/15/2016	2,000,000.00	1,975,640.00	1,984,411.11	1.000	AAA	1.272	936	10/24/2019
3130A7QP3	150062	Federal Home Loan Banks		04/25/2016	2,000,000.00	1,977,220.00	2,000,000.00	1.350	AAA	1.332	937	10/25/2019
3135G0J95	150063	Federal Nat'l Mortgage Assoc.		04/28/2016	2,000,000.00	1,981,120.00	2,000,000.00	1.350	AAA	1.332	940	10/28/2019
3136G4EM1	160013	Federal Nat'l Mortgage Assoc.		10/28/2016	2,000,000.00	1,986,300.00	2,000,000.00	1.250	AAA	1.233	940	10/28/2019

Portfolio POOL
RC
PM (PRF_PM2) 7.3.0

Kings County Investment Pool
Portfolio Management
Portfolio Details - Investments
March 31, 2017

Page 3

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	YTM 360	Days to Maturity	Maturity Date
Government Agency Coupon Securities												
3136G4FY4	160015	Federal Nat'l Mortgage Assoc.		11/08/2016	2,000,000.00	1,982,020.00	2,000,000.00	1.250	AAA	1.233	951	11/08/2019
3130AA3R7	160027	Federal Home Loan Banks		11/17/2016	2,000,000.00	1,993,080.00	2,000,287.30	1.375	AAA	1.351	958	11/15/2019
3133EGJ30	160020	Federal Farm Credit Bank		11/18/2016	2,000,000.00	1,978,660.00	2,000,000.00	1.100	AAA	1.085	961	11/18/2019
3136G3Z40	160007	Federal Nat'l Mortgage Assoc.		08/22/2016	2,000,000.00	1,970,320.00	2,000,000.00	1.200	AAA	1.184	965	11/22/2019
3136G3MK8	150070	Federal Nat'l Mortgage Assoc.		05/25/2016	2,000,000.00	1,977,000.00	2,000,000.00	1.350	AAA	1.332	968	11/25/2019
3136G3RC1	150078	Federal Nat'l Mortgage Assoc.		05/27/2016	2,000,000.00	1,991,220.00	2,000,000.00	1.400	AAA	1.381	968	11/25/2019
3136G3LV5	150069	Federal Nat'l Mortgage Assoc.		05/26/2016	2,000,000.00	1,982,740.00	2,000,000.00	1.350	AAA	1.332	969	11/26/2019
3134GAWS9	160018	Federal Home Loan Mort. Co.		11/29/2016	2,000,000.00	1,973,840.00	2,000,000.00	1.200	AAA	1.184	972	11/29/2019
3130AA4M7	160026	Federal Home Loan Banks		12/02/2016	2,000,000.00	1,994,200.00	2,000,000.00	1.500	AAA	1.479	975	12/02/2019
3133EGT88	160040	Federal Farm Credit Bank		12/12/2016	2,000,000.00	1,996,740.00	2,000,000.00	1.450	AAA	1.430	985	12/12/2019
3136G3RL1	150077	Federal Nat'l Mortgage Assoc.		06/16/2016	2,000,000.00	1,981,740.00	2,000,000.00	1.500	AAA	1.479	989	12/16/2019
3133EGW92	160047	Federal Farm Credit Bank		01/10/2017	2,000,000.00	1,997,700.00	2,001,750.00	1.500	AAA	1.479	992	12/19/2019
3136G3RP2	150082	Federal Nat'l Mortgage Assoc.		06/23/2016	2,000,000.00	1,993,360.00	2,000,000.00	1.500	AAA	1.479	996	12/23/2019
3136G4JK0	160035	Federal Nat'l Mortgage Assoc.		12/27/2016	2,000,000.00	1,990,620.00	2,000,000.00	1.550	AAA	1.529	1,000	12/27/2019
3130AADC9	160039	Federal Home Loan Banks		12/30/2016	2,000,000.00	1,996,100.00	2,000,000.00	1.500	AAA	1.479	1,003	12/30/2019
3134GAYY4	160025	Federal Home Loan Mort. Co.		12/30/2016	2,000,000.00	1,998,200.00	2,000,000.00	1.500	AAA	1.479	1,003	12/30/2019
3130AAFT0	160041	Federal Home Loan Banks		01/06/2017	2,000,000.00	1,996,940.00	2,000,000.00	1.650	AAA	1.627	1,010	01/06/2020
3133EG3J2	160045	Federal Farm Credit Bank		01/10/2017	2,000,000.00	1,999,140.00	1,999,780.00	1.550	AAA	1.532	1,014	01/10/2020
3136G4KM4	160043	Federal Nat'l Mortgage Assoc.		01/17/2017	2,000,000.00	2,000,400.00	2,000,000.00	1.750	AAA	1.726	1,021	01/17/2020
3136G3J55	160001	Federal Nat'l Mortgage Assoc.		07/27/2016	2,000,000.00	1,967,360.00	1,998,714.29	1.270	AAA	1.274	1,031	01/27/2020
3133EG5R2	160052	Federal Farm Credit Bank		02/06/2017	2,000,000.00	1,997,120.00	2,000,000.00	1.670	AAA	1.647	1,041	02/06/2020
3130A9W49	160017	Federal Home Loan Banks		11/25/2016	2,000,000.00	1,973,640.00	2,000,000.00	1.250	AAA	1.233	1,059	02/24/2020
3134GAV50	160050	Federal Home Loan Mort. Co.		02/28/2017	2,000,000.00	1,998,560.00	2,000,000.00	1.800	AAA	1.775	1,063	02/28/2020
313378J77	160028	Federal Home Loan Banks		11/17/2016	2,000,000.00	2,015,280.00	2,028,914.38	1.875	AAA	1.361	1,077	03/13/2020
3134GBEB4	160058	Federal Home Loan Mort. Co.		03/30/2017	2,000,000.00	1,999,620.00	2,000,000.00	1.700	AAA	1.677	1,091	03/27/2020
3136G4FG3	160014	Federal Nat'l Mortgage Assoc.		10/27/2016	2,000,000.00	1,968,840.00	2,000,000.00	1.375	AAA	1.356	1,122	04/27/2020
3130AAK56	160046	Federal Home Loan Banks		01/30/2017	2,000,000.00	1,999,500.00	2,000,000.00	1.750	AAA	1.726	1,125	04/30/2020
3137EADR7	160030	Federal Home Loan Mort. Co.		11/17/2016	2,000,000.00	1,984,160.00	2,000,882.22	1.375	AAA	1.361	1,126	05/01/2020
3133EGD69	160019	Federal Farm Credit Bank		11/07/2016	2,000,000.00	1,979,260.00	1,999,000.00	1.320	AAA	1.316	1,132	05/07/2020
3130A9VT5	160016	Federal Home Loan Banks		11/22/2016	2,000,000.00	1,961,300.00	2,000,000.00	1.250	AAA	1.233	1,147	05/22/2020
3136G4JB0	160033	Federal Nat'l Mortgage Assoc.		11/30/2016	2,000,000.00	1,991,200.00	2,000,000.00	1.625	AAA	1.603	1,151	05/26/2020
3134GAYM0	160022	Federal Home Loan Mort. Co.		11/28/2016	2,000,000.00	1,983,080.00	2,000,000.00	1.400	AAA	1.381	1,153	05/28/2020
3133EGP33	160032	Federal Farm Credit Bank		12/01/2016	2,000,000.00	1,992,920.00	2,000,000.00	1.650	AAA	1.627	1,157	06/01/2020
313383HU8	160034	Federal Home Loan Banks		11/30/2016	2,000,000.00	2,003,780.00	2,018,206.60	1.750	AAA	1.462	1,168	06/12/2020
3136G4JN4	160036	Federal Nat'l Mortgage Assoc.		12/29/2016	2,000,000.00	1,996,600.00	2,000,000.00	1.700	AAA	1.677	1,185	06/29/2020
3136G4KG7	160042	Federal Nat'l Mortgage Assoc.		12/30/2016	2,000,000.00	2,000,760.00	2,000,000.00	1.820	AAA	2.106	1,186	06/30/2020

Portfolio POOL
RC
PM (PRF_PM2) 7.3.0

Kings County Investment Pool
Portfolio Management
Portfolio Details - Investments
March 31, 2017

Page 4

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	YTM 360	Days to Maturity	Maturity Date
Government Agency Coupon Securities												
3136G4KT9	160051	Federal Nat'l Mortgage Assoc.		02/21/2017	2,000,000.00	1,999,360.00	2,000,000.00	1.850	AAA	1.825	1,238	08/21/2020
3136G4LG6	160055	Federal Nat'l Mortgage Assoc.		02/28/2017	2,000,000.00	1,999,620.00	2,000,000.00	1.800	AAA	1.775	1,245	08/28/2020
3134GBEH1	160059	Federal Home Loan Mort. Co.		03/30/2017	2,000,000.00	1,998,260.00	2,000,000.00	1.875	AAA	1.849	1,276	09/28/2020
3134GBAM4	160056	Federal Home Loan Mort. Co.		03/29/2017	2,000,000.00	2,000,300.00	2,000,000.00	2.000	AAA	1.973	1,277	09/29/2020
Subtotal and Average			218,519,687.57		224,000,000.00	223,060,740.00	224,056,428.36			1.286	781	
Commercial Paper Disc. -At Cost												
89233GTW6	160012	Toyota Motor Credit Corp.		10/04/2016	5,000,000.00	4,986,450.00	4,955,166.67	1.200	Aa3	1.225	90	06/30/2017
Subtotal and Average			4,955,166.67		5,000,000.00	4,986,450.00	4,955,166.67			1.225	90	
LAIF - Local Agency Investment Pool												
SYS990001	990001	Local Agency Investment Fund			65,000,000.00	65,000,000.00	65,000,000.00	0.780	N/R	0.769	1	
Subtotal and Average			57,677,419.35		65,000,000.00	65,000,000.00	65,000,000.00			0.769	1	
Medium Term Notes												
064058AA8	120038	Bank of New York		01/23/2013	5,018,000.00	5,024,824.48	5,036,360.76	1.969	A1	1.198	80	06/20/2017
89233P6S0	120005	Toyota Motor Credit Corp.		10/05/2012	3,000,000.00	2,998,920.00	3,002,322.00	1.250	Aa3	1.154	187	10/05/2017
89233P7E0	150010	Toyota Motor Credit Corp.		11/13/2015	2,000,000.00	1,999,640.00	1,999,953.67	1.375	Aa3	1.358	284	01/10/2018
89236TCA1	150016	Toyota Motor Credit Corp.		12/01/2015	3,000,000.00	2,999,520.00	3,002,057.82	1.450	Aa3	1.361	286	01/12/2018
931142DF7	120056	Wal-Mart Stores		04/24/2013	2,000,000.00	1,996,500.00	2,001,075.77	1.125	Aa2	1.073	375	04/11/2018
594918AS3	160054	Microsoft Corp		02/06/2017	2,000,000.00	1,993,180.00	1,999,757.78	1.000	Aaa	1.209	395	05/01/2018
037833AJ9	160049	Apple Inc		01/17/2017	2,000,000.00	1,993,960.00	1,999,011.11	1.000	Aa1	1.182	397	05/03/2018
084664BW0	130033	Berkshire Hathaway		03/25/2014	3,000,000.00	2,998,980.00	2,980,973.15	1.300	Aa2	1.716	409	05/15/2018
89236TCP8	150020	Toyota Motor Credit Corp.		12/04/2015	2,000,000.00	2,002,120.00	2,003,807.03	1.550	Aa3	1.401	468	07/13/2018
037833CB4	160037	Apple Inc		12/06/2016	2,000,000.00	1,976,240.00	1,971,801.30	1.100	Aa1	1.657	853	08/02/2019
594918BN3	160048	Microsoft Corp		01/12/2017	2,000,000.00	1,978,160.00	1,980,056.16	1.100	Aaa	1.487	859	08/08/2019
594918BN3	160053	Microsoft Corp		02/06/2017	3,000,000.00	2,967,240.00	2,960,487.80	1.100	Aaa	1.617	859	08/08/2019
084664CK5	160057	Berkshire Hathaway		03/14/2017	2,000,000.00	1,980,860.00	1,981,334.44	1.300	Aa2	1.716	866	08/15/2019
037833AX8	160038	Apple Inc		12/06/2016	2,000,000.00	1,988,040.00	1,978,591.17	1.550	Aa1	1.894	1,042	02/07/2020
Subtotal and Average			34,066,707.78		35,018,000.00	34,898,184.48	34,897,589.96			1.413	475	

Portfolio POOL
RC
PM (PRF_PM2) 7.3.0

**Kings County Investment Pool
Portfolio Management
Portfolio Details - Investments
March 31, 2017**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	YTM 360	Days to Maturity
Total and Average			315,218,981.37		329,018,000.00	327,945,374.48	328,909,184.99			1.197	584

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 05/01/2017

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 05/10/2017

ITEM:

Consider approval of Resolution No. 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.

PURPOSE:

The attached resolution officially enters the election results from Measure U into the Board minutes. It also starts a 60 day timeframe in which the Citizens' Oversight Committee must be formed.

FISCAL IMPACT:

None.

RECOMMENDATIONS:

Approve Resolution No. 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.

HANFORD ELEMENTARY SCHOOL DISTRICT**RESOLUTION NO. 27-17**

RESOLUTION OF THE BOARD OF TRUSTEES OF THE HANFORD ELEMENTARY SCHOOL DISTRICT 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

WHEREAS, the Board of Trustees of the Hanford Elementary School District (the "District") previously adopted a resolution requesting Kings County (the "County") to call an election for general obligation bonds (the "Bond Election") to be held on November 8, 2016; and

WHEREAS, such resolution was duly delivered to the Registrar of Voters and County Clerk-Recorder of the County; and

WHEREAS, notice of the Bond Election was duly given; and

WHEREAS, on November 8, 2016, the Bond Election was duly held and conducted for the purpose of voting a measure for the issuance of bonds of the District in the amount of \$24,000,000 ("Measure U"); and

WHEREAS, the Board of the District has received from the County's Registrar of Voters/County Clerk-Recorder the Canvass Certificate and Official Statement of Results (the "Canvass") of the Bond Election; and

WHEREAS, it appears from the Canvass, a copy of which is attached hereto as Exhibit "A," that more than fifty-five percent of the votes cast on Measure U were in favor of issuing the aforementioned bonds.

NOW, THEREFORE, THE BOARD OF THE HANFORD ELEMENTARY SCHOOL DISTRICT DOES HEREBY FIND, DETERMINE AND CERTIFY AS FOLLOWS:

Section 1. That entry be made upon the minutes of the meeting that Measure U has been approved by more than fifty-five percent of the votes cast at the Bond Election.

Section 2. That all proceedings of the District in connection with the Bond Election have been accomplished according to law.

Section 3. That the Secretary of the Board is hereby requested to deliver a copy of this Resolution with the Canvass to the County's Superintendent of Schools and the Clerk of the Board of Supervisors.

ADOPTED, SIGNED AND APPROVED this 10th day of May, 2017.

BOARD OF TRUSTEES OF THE HANFORD
ELEMENTARY SCHOOL DISTRICT

President

ATTEST:

Secretary

By: _____
Secretary

EXHIBIT A

Canvass and Statement of Results

Measure U – Hanford Elementary (52)	52/52	100.00%
Bonds Yes	7,850	69.15%
Bonds No	3,502	30.85%
Total	11,352	100.00%

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 05/01/2017

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 05/10/2017

ITEM:

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

PURPOSE:

The District has provided lunches to the Kings County Office of Education and Hanford Christian School in the recent past. Both entities have expressed interest in continuing the relationship with the District for the 2017-2018 school year. Currently, there is little operational impact to the Food Service Department.

FISCAL IMPACT:

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

RECOMMENDATIONS:

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

FOOD SERVICE AGREEMENT

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

This Agreement executed in duplicate and entered into on July 1, 2017 between the **Administering Sponsor, Hanford Elementary School District**, hereinafter referred to as **SCHOOL FOOD AUTHORITY (SFA)** and the receiving sponsor, **Kings County Office of Education**, hereinafter referred to as **COUNTY SCHOOLS**, and is created for the purpose of providing Lunches under the National School Lunch Program.

It is hereby agreed that:

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

- (10) The **SFA** will include all participating sites from **COUNTY SCHOOLS** in its agreement with the California Department of Education.
- (11) The **SFA** will provide meals to **COUNTY SCHOOLS** that comply with the nutrition standards established by the United States Department of Agriculture for the Enhanced Food Base/Offer vs. Serve menu planning option.
- (12) The **SFA** will prepare the meals in the District Kitchen located at 924 Katie Hammond Lane. This preparation site will maintain the appropriate state and local health certifications for the facility.
- (13) The **COUNTY SCHOOLS** will notify the **SFA** of the number of meals needed no later than 9:00 am by e-mail each day. **COUNTY SCHOOLS** will be obligated to accept and pay for the number of meals requested. The **SFA** will not be obligated to provide any meals on days when the **SFA** is not open for business.
- (14) **COUNTY SCHOOLS** will provide the personnel, vehicle, and sufficient mobile transport thermos carts to pick up and transport the meals.
- (15) **COUNTY SCHOOLS** will be responsible for transporting the meals from the **SFA** District Kitchen. The pick-up of prepared meals will be no later than 9:30 am.
- (16) The **SFA** will be responsible for maintaining the proper temperature of the meals until **COUNTY SCHOOLS** takes delivery of the meals. At the time of delivery, **COUNTY SCHOOLS** will be responsible for maintaining the proper temperature of the meals until they are served.
- (17) The **SFA** will provide the necessary hotel pans and lids, thermometer, serving scoops, ladles, eating utensils, straws, and napkins during the term of this agreement.
- (18) **COUNTY SCHOOLS** will provide personnel to serve meals, clean serving and eating areas, utensils, mobile transport thermos cart and any other equipment used to transport meals including pre-washing all hotel pans and lids on a daily basis, **COUNTY SCHOOLS** will deliver any and all pre-washed hotel pans and lids that are property owned by the **SFA** to the HESD Lee Richmond Elementary School kitchen.
- (19) The **SFA** will wash and sanitize the hotel pans and lids in a commercial dishwasher.
- (20) **COUNTY SCHOOLS** will deliver Food Service reports to the **SFA** daily.
- (21) No later than three (3) days prior to the end of each month, the **SFA** will provide to the **COUNTY SCHOOLS** a monthly menu consisting of the meals to be served the following month.
- (22) The **SFA** will submit to the **COUNTY SCHOOLS** itemized invoices for the meals provided by the **SFA**. The invoices will be calculated at the following rates: students full pay lunch one dollar and forty-five cents (\$1.45); student reduced lunch forty cents (\$0.40); students free lunch is no charge; adult lunch two dollars and sixty-five cents (\$2.65); with milk two dollars and ninety-five cents (\$2.95); student milk thirty cents (\$0.30); and, adult milk thirty cents (\$0.30). Rates are subject to change.

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

TERM

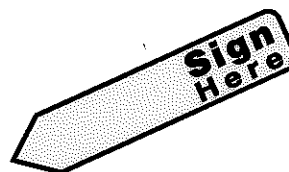
This agreement becomes effective this day and will continue until June 30, 2018.

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

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

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

HANFORD ELEMENTARY SCHOOL DISTRICT
Name and Title of SFA Official



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

CALIFORNIA DEPARTMENT OF EDUCATION

Approved

Denied

By _____

FOOD SERVICE AGREEMENT

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

This Agreement executed in duplicate and entered into on July 1, 2017 between the **Administering Sponsor, Hanford Elementary School District**, hereinafter referred to as **School Food Authority (SFA)** and the receiving sponsor, hereinafter referred to as **HANFORD CHRISTIAN SCHOOL**, and is created for the purpose of providing Lunches under the National School Lunch Program.

It is hereby agreed that:

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

- (10) The **SFA** will include all participating sites from **HANFORD CHRISTIAN SCHOOL** in its agreement with the California Department of Education.
- (11) The **SFA** will provide meals to **HANFORD CHRISTIAN SCHOOL** that comply with the nutrition standards established by the United States Department of Agriculture for the Enhanced Food Base/Offer vs. Serve menu planning option.
- (12) The **SFA** will prepare the meals in the District Kitchen located at 924 Katie Hammond Lane. This preparation site will maintain the appropriate state and local health certifications for the facility.
- (13) **HANFORD CHRISTIAN SCHOOL** will notify the **SFA** of the number of meals needed no later than 9:00 am by e-mail each day. **HANFORD CHRISTIAN SCHOOL** will be obligated to accept and pay for the number of meals requested. The **SFA** will not be obligated to provide any meals on days when the **SFA** is not open for business.
- (14) **HANFORD CHRISTIAN SCHOOL** will provide the personnel and vehicle necessary to transport the meals.
- (15) **HANFORD CHRISTIAN SCHOOL** will be responsible for transporting the meals from the **SFA** District Kitchen. The pick-up of prepared meals will be no later than 10:45 am.
- (16) The **SFA** will be responsible for maintaining the proper temperature of the meals until **HANFORD CHRISTIAN SCHOOL** takes delivery of the meals. At the time of delivery, **HANFORD CHRISTIAN SCHOOL** will be responsible for maintaining the proper temperature of the meals until they are served.
- (17) On a daily basis, **HANFORD CHRISTIAN SCHOOL** will return any and all hotel pans and lids that are property owned by the **SFA**.
- (18) **HANFORD CHRISTIAN SCHOOL** will deliver Food Service reports to the **SFA** daily.
- (19) The **SFA** will provide the necessary hotel pans and lids, transport thermos container, thermometer, serving gloves, scoops, ladles, eating utensils, straws and napkins during the term of this agreement.
- (20) **HANFORD CHRISTIAN SCHOOL** will provide personnel to serve meals, clean serving and eating areas, utensils, and any other equipment used to transport meals.
- (21) No later than three (3) days prior to the end of each month, the **SFA** will provide to the **HANFORD CHRISTIAN SCHOOL** a monthly menu consisting of the meals to be served the following month.
- (22) The **SFA** will submit to the **HANFORD CHRISTIAN SCHOOL** itemized invoices for the meals provided by the **SFA**. The invoices will be calculated at the following rates: students full pay lunch one dollar and forty-five cents (\$1.45); student reduced lunch forty cents (\$0.40); students free lunch is no charge; adult lunch two dollars and sixty-five cents (\$2.65); with milk two dollars and ninety-five cents (\$2.95); student milk thirty cents (\$0.30); and, adult milk thirty cents (\$0.30). Rates are subject to change.

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

TERM

This agreement becomes effective this day and will continue until June 30, 2018.

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

HANFORD CHRISTIAN SCHOOL
Name and Title of Receiving Sponsor Official

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

HANFORD ELEMENTARY SCHOOL DISTRICT
Name and Title of SFA Official



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

CALIFORNIA DEPARTMENT OF EDUCATION

Approved

Denied

By _____

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 05/01/2017

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 05/10/2017

ITEM:

Consider approval of agreement with Innovation Commercial Flooring.

PURPOSE:

The District had Innovation Commercial Flooring replace the gym floor at Woodrow Wilson Jr. High School in the summer of 2016. Although installed pursuant to the flooring manufacturer's specifications, there were cosmetic blemishes that were noticed in the flooring by both the District and the installer. Since the imperfections are cosmetic in nature and Innovation Commercial Flooring understands the District's concerns, it has offered to do the following: address concerns with the seams, extend the installation warranty to 5 years, continue to monitor the floor semi-annually, and replace the flooring in two classrooms at its expense.

FISCAL IMPACT:

The agreement will extend the warranty of the gym floor to 5 years, address immediate concerns with the floor and provide savings in the already scheduled replacement of flooring in two classrooms at Woodrow Wilson Jr. High School (~\$10,000).

RECOMMENDATIONS:

Approve the agreement with Innovation Commercial Flooring.



1418 N. Dearing Avenue • Fresno, CA • 93703 • license # 932079 • icflooring@ymail.com

office: 559.439.8800 fax: 559.439.8804

Attn: Mr. Gerry Mulligan

April 4, 2017

RE: Woodrow Wilson GYM Floor
601 W. Florinda Street
Hanford Ca. 93232

On Wednesday March 30th, 2017 the Woodrow Wilson GYM floor was inspected to discuss the overall conditions of the installed floor. The major factor in this inspection was referencing the bubbles that are visible in certain lighting conditions.

Upon inspection, with the GYM lights off and the North, South facing doors and West facing roll up door open small bubbles can be identified primarily on the North wall area where the portable bleachers set.

It was also observed by Mr. Wayne Goudreau of ICF that since it's completion there are significantly fewer bubbles than those visible 6 months ago. This in part is due to the vinyl construction of the product. It is also noted when the GYM is in full lighted operation these slight imperfections are non-visible.

It was discussed that these bubbles in fact have not caused any identifiable safety issues, specific to walking on, sporting events, indoor recreation or accessibility issues. We also discussed cleaning, the fact the maintainability of the floor is not hindered by these bubbles with no spotting or excessive burnishing is apparent.

Based on this assessment Innovation Commercial Flooring believes these visual imperfections will not in any way affect the current usability of this GYM floor product or these bubbles will increase in size nor will they present any safety issues for the life of the floor. [Manufacturer warranty of 10 years' product defect and 15-year wear layer]

We do acknowledge that these visual imperfections were not anticipated by either party. With this we realize the concerns of the School District, the onsite employees and the administrators. Furthermore, we would like to offer an alternative for consideration.

1. Innovation will extend the installation warranty from 1 year to 5 years. [See Extended Warranty Document]
2. Provide the Woodrow Wilson School rooms 405 & 406 complete supply and installation of carpeted floor covering for 2017 summer projects
3. Provide semiannual onsite inspection and report of the GYM to evaluate the conditions and monitoring of any additional [if any defects] due to installation.
4. Resolve any current seam discrepancies or any within the warranty period at no additional cost to the School District.

We want to thank you all for your consideration in this unfortunate matter. We so appreciate your time and patience.

Respectfully,

Wayne Goudreau

Wayne Goudreau
Vice President
Innovation Commercial Flooring Inc.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 05/01/2017

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 05/10/2017

ITEM:

Consider approval of the Comprehensive Maintenance Plan.

PURPOSE:

Education Code Section 17014 requires the Board of Education to certify as part of the school district's annual budget process that a plan has been prepared for completing major maintenance, repair, and replacement requirements for state-funded school facilities.

To meet this plan requirement and to ensure that all Hanford Elementary School District (HESD) facilities are maintained in good repair, HESD has (1) established a School Facilities Inspection System to identify, budget, and schedule maintenance needs; (2) established and maintains a Routine Restricted Maintenance account within the General Fund for ongoing and major maintenance of HESD buildings, pursuant to Education Code Section 17070.75; and (3) has established a separate fund for purposes of Deferred Maintenance, pursuant to Education Code Section 17582.

Staff hereby requests that the Board certify that a Comprehensive Facilities Maintenance Plan has been established pursuant to Education Code Section 17014.

FISCAL IMPACT:

None.

RECOMMENDATIONS:

Approve the Comprehensive Maintenance Plan.

**HANFORD ELEMENTARY SCHOOL DISTRICT
COMPREHENSIVE FACILITIES MAINTENANCE PLAN
(ROUTINE RESTRICTED AND DEFERRED MAINTENANCE PROGRAMS)**

1. OVERVIEW

The Hanford Elementary School District (HESD) participates in the State School Facility Program (SFP) and in the Deferred Maintenance Program (DMP). The SFP requires participating districts to assure that State-funded projects are kept in good repair. In order to ensure that facilities are maintained in good repair, the SFP and DMP programs require districts to have a School Facilities Inspection System in place, and also require that funds be budgeted and expended to make necessary repairs.

To meet these requirements, HESD has (1) established a School Facilities Inspection System; (2) established and maintains a restricted account (Routine Restricted Maintenance, Resource 8150) within the General Fund for ongoing and major maintenance of HESD buildings, pursuant to Education Code Section 17070.75; and (3) has established a separate fund for purposes of Deferred Maintenance (Fund 1400), pursuant to Education Code Section 17582.

HESD will identify maintenance concerns through the Facilities Inspection System that utilizes an annual evaluation with the Facility Inspection Tool and a work order system, will plan and schedule the work using routine work orders and the Deferred Maintenance Program, and will fund the necessary repairs using a combination of Routine Restricted Maintenance (RRM) funds and Deferred Maintenance funds.

The HESD shall budget the statutory minimum annually for RRM Projects and shall at least transfer the statutory amount of the unrestricted General Fund revenue into the RRM account, for no less than twenty (20) years. HESD shall set-aside the at least the statutory minimum of its current year revenue limit average daily attendance as its match for DMP projects.

Unexpended balances in the RRM account and the Deferred Maintenance Fund shall be carried forward to be spent on maintenance expenditures in future years.

Annually before September 30, the RRM Account Certification shall be completed and filed by the Chief Business Official when required. The DMP will be updated by the Facilities Department in accordance with the current statute.

2. ROUTINE RESTRICTED MAINTENANCE EXPENDITURES

The RRM Account shall be used for “maintenance” of HESD facilities. The California School Accounting Manual defines maintenance as:

“Activities involved with repairing, restoring, or renovating school property, including grounds, buildings, site improvements, building fixtures, and service systems.”

RRM Account expenditures will be made as allowed by the Office of Public School Construction (OPSC). OPSC has identified four types of maintenance that may be accomplished using RRM Account funds:

1. Breakdown: The emergency maintenance to equipment necessary to continue normal school functions.
2. Operating: Work necessary for a component to function and operate properly (i.e., lubrication, belt replacement, tune up, replacement of lighting ballasts).
3. Preventive: Regularly scheduled maintenance based on life-cycle projection of various components.

4. Overhaul: Periodic major repair or replacement of operating parts and components of equipment.

Education Code Section further defines major maintenance as “*all actions necessary to keep flooring, siding, painting, floor and window coverings, fixtures, cabinets, heating and cooling systems, landscaping, fences, and other items designated by the Governing Board of the school district in good repair.*”

HESD will use the RRM funds for expenditures as indicated above.

In addition to the expenditures indicated above, the expenditures listed below are necessary for maintenance of HESD facilities, are eligible to be paid from RRM funds, and may be partially charged to the General Fund, Resource 8150 as appropriate.

1. Facilities Department management and technicians
2. Facilities Department office staff
3. Contracted maintenance workers
4. Office supplies necessary for maintenance functions
5. Maintenance supplies (nails, hammers, paint, brushes, wood, pipe)
6. Staff development to keep staff up to date on the latest technology
7. Equipment (vehicles, tools, machine rentals)

3. DEFERRED MAINTENANCE EXPENDITURES

Deferred Maintenance projects include but are not limited to major repair or replacement of building parts and components. Major maintenance for Deferred Maintenance purposes includes asbestos abatement, classroom lighting, electrical, floor covering, HVAC, painting, paving, plumbing, roofing, underground tanks, wall systems, and lead based paint abatement.

The Facilities Department will determine whether projects are more appropriately paid through the RRM or the DMP.

4. ANNUAL REVIEW AND UPDATING

The Comprehensive Facilities Maintenance Plan will be reviewed annually as part of the annual budget process and will be updated as needed. This plan, including any components or updates, will be available for public review during normal working hours.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 05/01/2017

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 05/10/2017

ITEM:

Consider approval of architectural services agreement with Gonzalez Architects.

PURPOSE:

The District has approached Gonzales Architects to facilitate the construction of a classroom wing and Community Day School campus on the Martin Luther King Elementary School site. The classroom wing will enable the District to remove portable classrooms on the site consistent with the District's facility masterplan.

FISCAL IMPACT:

The cost of the agreement will be dependent on the project cost and at this time is estimated to cost \$302,000.

RECOMMENDATIONS:

Approve the agreement with Gonzalez Architects.

ARCHITECTURAL SERVICES AGREEMENT

This AGREEMENT is made and entered into this 10th day of May in the year 2017 by and between the HANFORD ELEMENTARY SCHOOL DISTRICT, hereinafter referred to as “DISTRICT,” and Gonzalez Architects, hereinafter referred to as “ARCHITECT.” This AGREEMENT shall include all terms and conditions set forth herein. The DISTRICT and the ARCHITECT are sometimes referred to herein individually as a “PARTY” and collectively as the “PARTIES.” This AGREEMENT is made with reference to the following facts:

WHEREAS, DISTRICT desires to obtain architectural services for the Martin Luther King Classroom Wing / Community Day School Project, hereinafter referred to as the “PROJECT”; and

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

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

NOW, THEREFORE, the PARTIES hereto agree as follows:

ARTICLE I - ARCHITECT’S SERVICES AND RESPONSIBILITIES

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

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

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

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

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

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

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

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

ARTICLE II - SCOPE OF ARCHITECT'S SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25. Schematic Design Phase

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

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

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

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

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

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

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

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

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

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

26. Design Development Phase (Preliminary Plans)

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

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

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

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

27. Construction Document Phase (Final Plans)

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

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

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

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

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

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

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

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

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

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

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

28. Bidding & Award Phase

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

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

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

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

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

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

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

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

29. Construction Phase

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

(1) Contract Information Form DSA-102.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(5) Responding to DSA field trip notes;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

z. The ARCHITECT shall:

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

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

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

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

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

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

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

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

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

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

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

(3) DSA requests a Verified Report.

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

30. Project Close-Out

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

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

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

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

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

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

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

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

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

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

ARTICLE III - ADDITIONAL ARCHITECT'S SERVICES

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

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

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

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

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

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

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

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

g. Providing BIM documents that exceeds LOD 200; and

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

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

ARTICLE IV - DISTRICT'S RESPONSIBILITIES

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

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

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

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

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

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

ARTICLE V - COST OF CONSTRUCTION

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

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

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

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

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

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

7. If the lowest bid received exceeds the Budget:

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

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

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

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

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

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

ARTICLE VI - ESTIMATE OF PROJECT CONSTRUCTION COSTS

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

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

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

ARTICLE VII - ARCHITECT'S DRAWINGS AND SPECIFICATIONS

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

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

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

ARTICLE VIII - TERMINATION

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

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

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

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

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

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

ARTICLE IX - ACCOUNTING RECORDS OF THE ARCHITECT

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

ARTICLE X - COMPENSATION TO THE ARCHITECT

The DISTRICT shall compensate the ARCHITECT as follows:

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

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

Schematic Design Phase:	No more than 10% of the estimated Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid monthly based on actual level of completion
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Design Development Phase:	No more than 15% of the estimated Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid monthly based on actual level of completion
Construction Docs Phase	No more than 35% of the estimated Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid monthly based on actual level of completion
DSA Approval Phase:	No more than 5% of the estimated Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid upon DSA approval of the PROJECT including incorporation and approval of any back-check comments
Bidding Phase:	No more than 2% of the estimated Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid monthly based on actual level of completion
Construction Admin. Phase:	No more than 25% of the actual Architect Fee, as determined under Exhibit "A" to this AGREEMENT and the accepted bid, to be paid monthly based on actual level of completion
Project Close-Out:	Balance of actual Architect Fee to be paid after the all the Project Close-Out requirements set forth in Article II have been completed and the PROJECT is certified by DSA and the Notice of Completion has been recorded.

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

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

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

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

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

ARTICLE XI - REIMBURSABLE EXPENSES

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

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

b. Approved agency fees.

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

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

- a. Travel expenses;
- b. Check prints;
- c. Prints or plans or specifications made for ARCHITECT's consultants and all progress prints;
- d. Preliminary plans and specifications;
- e. ARCHITECT's consultants' reimbursables;
- f. Models or mock-ups; and
- g. Meetings with Cities, planning officials, fire departments, DSA, State Allocation Board or other public agencies.

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

ARTICLE XII - EMPLOYEES AND CONSULTANTS

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

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

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

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

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

ARTICLE XIII – MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISTRICT:**Hanford Elementary School District**

P.O. Box 1067

Hanford, CA 93232

Attn: Chief Business Official

Telephone: (559) 585-3628

Facsimile: (559) 585-7643

ARCHITECT:**Gonzalez Architects**

7545 N. Del Mar Suite 203

Fresno, CA 93711

Attn: Juan Gonzalez

Telephone: (559) 497-1542

Facsimile: (559) 497-1549

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

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

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

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

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

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

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

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

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

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

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

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

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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

ARCHITECT:

DISTRICT:

Hanford Elementary School District

By: _____

By: _____

Its: _____

Its: _____

EXHIBIT “A”**ARCHITECT’S FEE SCHEDULE
(for New Construction*,**)**

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

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

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

EXHIBIT "A" (cont.)**ARCHITECT'S FEE SCHEDULE
(for Reconstruction/Modernization*)**

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

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

**PROJECT SUMMARY****MLK JR ES: NEW CLASSROOM WING ADDITION & COMMUNITY DAY SCHOOL
HANFORD ELEMENTARY SCHOOL DISTRICT****5/1/2017****G.A. #1717**

Subject project consists of adding an 8 Classroom Wing plus student and staff restrooms to the southwest play field part of the campus. The southwest play field location was selected for its proximity to the center of the campus and least disruptive to the daily operations during construction. The Architectural vocabulary of the new buildings will utilize existing architectural elements and complement the campus architectural style. The building type of construction consist of slab on grade, structural steel frame with metal stud walls, with vinyl covered tack board interiors and cement plaster exterior walls, suspended T-bar acoustical ceiling and built-up roofing. The air conditioning system will be roof mounted package air units.

Four portable classrooms located on the northeast part of the campus will be converted to the Community Day School. One of the classrooms will be converted to an office and the other three will receive interior improvements. A portable student and staff restroom building will be added including play courts and parking facilities.



PROJECT DEVELOPMENT COST ESTIMATE
MLK JR ES: NEW CLASSROOM WING ADDITION & COMMUNITY DAY SCHOOL
HANFORD ELEMENTARY SCHOOL DISTRICT
5/1/2017 G.A. #1717

CONCEPTUAL PROJECT DEVELOPMENT COST ESTIMATE

NEW CLASSROOM WING ADDITION

- | | |
|--|---------------|
| 1. Classroom Wing: 8,500 S.F. x \$250/S.F. | = \$2,125,000 |
| 2. Toilet Bldg: 600 S.F. x \$400/S.F. | = \$240,000 |
| 3. Sitework: Utilities + Paving: | = \$350,000 |

COMMUNITY DAY IMPROVEMENTS

- | | |
|--|--------------------|
| 4. New Portable Student and Staff Restroom Bldg. | = \$150,000 |
| 5. Office Remodel & Classroom Upgrades | = \$130,000 |
| 6. Utilities, Play courts & Parking | = <u>\$300,000</u> |

Subtotal: \$3,295,000

Plus 5% Contingency \$165,000

Total Project Construction Cost Estimate \$3,460,000

Developmental Cost Fees: 15%
 DSA Fees, Testing & Inspection, Arch/Eng. Fees & Misc. Cost \$520,000

Total Project Development Cost Estimate \$3,980,000

