

# Hanford Elementary School District

## REGULAR BOARD MEETING AGENDA

*Wednesday, August 9, 2017*

HESD District Office Board Room

714 N. White Street, Hanford, CA

### OPEN SESSION

5:30 p.m.

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

### CLOSED SESSION

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

#### Administrative Panel Recommendations

Case# 18-01 - Washington

- **Conference with Real Property Negotiator** *(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 Sections 54954.5 and/or under Education Code provisions.)*

Property: Grangeville Boulevard & 12th Avenue

Agency Negotiator: Superintendent Joy Gabler

Negotiating Parties: HESD and Donald S. Souza Trust

Under Negotiation: Discussion with negotiator regarding status

### OPEN SESSION

- Take action on closed session items

### 1. PRESENTATIONS, REPORTS AND COMMUNICATIONS

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

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

### 2. 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 June 16, 2017; June 23, 2017; June 30, 2017; July 7, 2017; July 14, 2017 and July 21, 2017.
- b) Approve minutes of Regular Board Meeting held on June 28, 2017.
- c) Approve donation of \$12.78 from Kula Foundation/Red Robin.
- d) Approve donation of school supplies from Hanford Police Department.

- *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 quarterly report regarding Williams Uniform Complaints (Gabler)
- b) Receive for information the LEA submission to the California School Dashboard for State Priority 6, School Climate (Carlton)
- c) Receive for information monthly financial reports for the period of 07/01/2017-07/31/2017 (Endo)
- d) Receive for information the following revised Board Policy: (Gabler)
  - BP 0200 – Goals for the District
- e) Receive for information the following revised Board Bylaw: (Gabler)
  - BB 9222 – Resignation
- f) Receive for information the following revised Board Bylaw: (Gabler)
  - BB 9320 – Meetings and Notices
- g) Receive for information the following revised Board Bylaw: (Gabler)
  - BB 9321 – Closed Session Purposes and Agendas
- h) Receive for information the following revised Board Bylaw: (Gabler)
  - BB 9324 – Minutes and Recordings
- i) Receive for information the following revised Board Policy, Administrative Regulation and Exhibit: (Strickland)
  - BP/AR/E 6173 – Education for Homeless Children
- j) Receive for information the following revised Board Policy and Administrative Regulation: (Strickland)
  - BP/AR 6185 – Community Day School
- k) Receive for information the following revised Board Policy: (Martinez)
  - BP 4112.2 – Certification
- l) Receive for information the following revised Administrative Regulation: (Martinez)
  - AR 4112.22 – Staff Teaching English Learners (retitled)
- m) Receive for information the following revised Board Policy: (Martinez)
  - BP 4112.42/4212.42/4312.43 – Drug and Alcohol Testing for Holders of Commercial Motor Vehicle Licenses
- n) Receive for information the following revised Exhibit: (Martinez)
  - E 4112.9/4212.9/4312.9 – Employee Notifications
- o) Receive for information the following revised Board Policy: (Martinez)
  - BP 4113 – Assignment
- p) Receive for information the following revised Board Policy: (Martinez)
  - BP 4113.4/4213.4/4313.4 – Temporary Modified/Light-Duty Assignment
- q) Receive for information the following revised Administrative Regulation: (Martinez)
  - AR 4222 – Teacher Aides/Paraprofessionals
- r) Receive for information the following revised Board Policy: (Martinez)
  - BP 4312.1 – Contracts

### 4. BOARD POLICIES AND ADMINISTRATION

- a) Consider approval of maintaining three Community Day School classes at Jefferson Charter Academy and certify that no satisfactory alternative facilities are available (Gabler)
- b) Consider approval of parent volunteer, Jami Jenkins, as the HESD's representative to the Special Education Local Planning Agency (SELPA) Community Advisory Committee (CAC) (McConnell)
- c) Hear and consider for approval of the 2017-2018 updated school plans (Carlton)
- d) Hear and consider for approval of the 2017-2018 Local Education Agency Plan (LEAP) (Carlton)

- e) Consider approval of Purchase & Sale Agreement of real property, approximately 24 Acres ("Almond Parcel") of Settlor's land at Grangeville Boulevard and 12th Avenue, Hanford, California. Authorization to execute escrow documents required for the purchase of the property. (Gabler)
- f) Consider approval of Agricultural Lease of real property, approximately 24 Acres ("Almond Parcel") of Settlor's land at Grangeville Boulevard and 12th Avenue, Hanford, California (Gabler)

**5. PERSONNEL (Martinez)**

a) Employment

Certificated

- Kelsey Hicks, Teacher, Probationary
- Anthony Porras, Teacher, Probationary

Certificated Short-Term Employment

- Sharon Ramseier-Williams, Teacher – 4th Grade planning at Jefferson Charter Academy, effective 7/28/17, 8/2/17 and 8/3/17 (3 days)

Classified Management

- Anthony Silva, Custodial Services Supervisor, District Services Facility, effective 7/5/17

Classified

- Jessica Bateman, READY Program Tutor – 4.5 hrs. Jefferson Charter Academy, effective 8/9/17
- Johnathan Covian, Food Service Worker I – 3.25 hrs., Hamilton, effective 8/11/17
- Yashimia Ford-Evans, READY Program Tutor – 4.5 hrs., Monroe, effective 8/9/17 (revised site)
- Adrian Garcia, Special Education Aide – 5.0 hrs., Lincoln, effective 8/14/17
- Emily Guilbeau, Special Education Aide – 5.0 hrs., Lincoln, effective 8/14/17
- Sasha Jamison, Special Education Aide – 5.0 hrs., Monroe, effective 8/14/17
- Melissa Lincicum, Substitute Telephone Clerk – 5.0 hrs., Human Resources, effective 8/11/17
- Udocia "Leonor" Littlejohn, Food Service Worker I – 3.0 hrs., Washington, effective 8/11/17
- Kristina Neves, Food Service Worker II – 2.5 hrs., Wilson, effective 8/11/17
- Rosie Ochoa, Food Service Worker II – 2.5 hrs., Kennedy, effective 8/11/17
- Kaylee Purdy, Special Circumstance Aide – 5.75 hrs., Simas, effective 8/14/17
- Brittany Winters, Health Care Assistant – 6.0 hrs., Hamilton, effective 8/8/17

Temporary Employees/Substitutes/Yard Supervisors

- Estevan Alcalá, Substitute Yard Supervisor, effective 8/14/17; Short-term Yard Supervisor – 1.25 hrs., Monroe, effective 8/14/17 to 10/31/17
- Heidi Augusto, Short-term Yard Supervisor – 2.0 hrs., Washington, effective 8/14/17 to 12/15/17
- Danna Bailey, Short-term Bus Driver – 6.0 hrs., Transportation/DSF, effective 7/24/17 to 8/4/17
- Valarie Casarez, Substitute Yard Supervisor, effective 8/14/17
- Jessica Castro, Substitute READY Program Tutor, effective 8/14/17
- Maricia Cuevas, Short-term Bus Driver – 6.0 hrs., Transportation/DSF, effective 7/24/17 to 8/4/17
- Veronica Gonzalez, Substitute Yard Supervisor, effective 8/14/17; Short-term Yard Supervisor – 1.75 hrs., King, effective 8/14/17 to 10/31/17
- Maria Jones, Short-term Bus Driver – 6.0 hrs., Transportation/DSF, effective 7/24/17 to 8/4/17

- Rebecca Long, Substitute READY Program Tutor and Yard Supervisor, effective 8/14/17
- Cindy Navarro, Substitute Bilingual Clerk Typist I, Clerk Typist I, Custodian I, Food Service Worker I/II, Translator: Oral Interpreter and Written Translation, effective 8/14/17
- Sandra Torres, Substitute Yard Supervisor, effective 8/14/17; Short-term Yard Supervisor – 1.75 hrs., King, effective 8/14/17 to 10/31/17

b) Resignations

- Vicky Juarez, Health Care Assistant – 6.0 hrs., Roosevelt, effective 6/7/17
- Bailey King, Substitute READY Program Tutor, effective 9/19/16
- Tamika Manning, Substitute Yard Supervisor, effective 5/4/17
- Leslie Llamas, Teacher, Jefferson Charter Academy, effective 6/7/17
- Jacqueline Medrano, Substitute Alternative Education Program Aide, Bilingual Aide I, Bilingual Clerk Typist II, Clerk Typist II, Special Circumstance Aide, Special Education Aide, Yard Supervisor, Translator: Oral Interpreter and Written Translator, effective 6/7/17
- Kimberley Moench, Health Care Assistant – 6.0 hrs., Jefferson Charter Academy, effective 6/7/17
- Steven Mueller, Teacher, Kennedy, effective 6/7/17
- Veronica Pelayo-Morales, Teacher, Jefferson Charter Academy, effective 6/7/17
- Ashley Thomas, Health Care Assistant – 6.0 hrs., Kennedy, effective 6/7/17

c) Retirement

- Susan Bettencourt, Administrative Secretary II – 8.0 hrs., Curriculum, Instruction and Professional Development, effective 10/20/17

d) Reinstatement to Full-Time Status

- Karen Belt, from 6th Grade, shared to 6th Grade full-time, Monroe, effective 8/7/17
- Joni Garner, from 6th Grade, shared to 5th Grade full-time, Monroe, effective 8/7/17

e) Voluntary Transfer/Decrease in Hours

- Debora Harris, Yard Supervisor, from 2.75 hrs., Hamilton to 2.0 hrs., Washington, effective 8/14/17

f) Promotion/Transfer

- Jennifer Fagundes, from Teacher Resource Specialist – 8.0 hrs., Teacher Resource Center to Administrative Secretary II – 8.0 hrs., Curriculum, Instruction and Professional Development, effective 10/2/17

g) More Hours/Transfer

- Elaine Grandmont, Food Service Worker I, from 3.25 hrs., Hamilton to 3.5 hrs., King, effective 8/11/17

h) Provisional Internship Permit (PIP)

The following employees will be employed on the basis of a Provisional Internship Permit for the 2017-18 school year:

- Torrea Edwards, 2nd Grade, Lincoln School
- Arianne Rogado, 6th Grade, Washington School
- Amanda Sewell, Transitional Kindergarten, King
- Lindsey Silva, 4th Grade, King

i) Approve Variable Term Waiver Request, EC 44253.3

- BCLAD for Ricardo Calvillo, 4th Grade FLI Teacher, Jefferson Charter Academy for 2017-18 school year
- BCLAD for Jesus Rodriguez, 5th Grade FLI Teacher, Jefferson Charter Academy for 2017-18 school year
- BCLAD for Isabel Vega, 4th Grade FLI Teacher, Jefferson Charter Academy for 2017-18 school year

**6. FINANCIAL** (Endo)

- a) Consider adoption of Resolution #2-18: Budget Revisions – 45 Day Update
- b) Consider approval of food service agreement with St. Rose McCarthy Catholic School
- c) Consider approval of architectural services agreement with Teter

**ADJOURN MEETING**

HANFORD ELEMENTARY SCHOOL DISTRICT  
AGENDA REQUEST FORM

TO: Joy Gabler  
FROM: Jay Strickland  
DATE: July 20, 2017

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

Date you wish to have your item considered: August 9, 2017

ITEM: Administrative Panel Recommendations

PURPOSE:

Case# 18-01 - Washington

## HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Joy C. Gabler

FROM: David Endo

DATE: 07/31/2017

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

FOR: ☐ Information  
☒ Action

Date you wish to have your item considered: 08/09/2017

**ITEM:**

Consider approval of warrants.

**PURPOSE:**

The administration is requesting the approval of the warrants as listed on the registers dated: 06/16/17, 06/23/17, 06/30/17, 07/07/17, 07/14/17 and 07/21/17.

**FISCAL IMPACT:**

See attached.

**RECOMMENDATIONS:**

Approve the warrants.

# Warrant Register For Warrants

## Dated 06/16/2017

Warrant Number	Vendor Number	Vendor Name	Amount
12551493	21	ADVENTURE PARK Field Trip	\$199.50
12551494	59	AMERIPRIDE UNIFORM SERVICES Laundry/Mop/Mat Services	\$3,469.45
12551495	59	AMERIPRIDE UNIFORM SERVICES Laundry/Mop/Mat Services	\$264.44
12551496	6966	JUDY AMES Prepaid Meals	\$4.80
12551497	5545	CASSANDRA ARCEO Mileage	\$22.55
12551498	6253	AT&T Telephone	\$74.56
12551499	3258	BANK OF AMERICA Travel & Conf	\$186.00
12551500	6967	MARY ANN BORGES Prepaid Meals	\$1.70
12551501	6581	JENNIFER BROUSSARD Mileage	\$348.81
12551502	1891	DEBRA CAWLEY Mileage	\$102.88
12551503	6968	ROSALLA CORIA Prepaid Meals	\$41.10
12551504	6486	CARA CUMMINGS Mileage	\$28.30
12551505	405	DASSEL'S PETROLEUM INC. Fuel	\$7,574.12
12551506	405	DASSEL'S PETROLEUM INC. Fuel	\$504.15
12551507	3517	JENNIFER FAGUNDES Mileage	\$18.57
12551508	6412	FATTE ALBERTS PIZZA COMPANY JFK Promotion	\$176.96
12551509	6453	FLOWERS BAKING COMPANY Food	\$475.48
12551510	2141	FRESNO COUNTY OFFICE OF ED Travel & Conf	\$125.00
12551511	3400	FRESNO COUNTY OFFICE OF ED Travel & Conf	\$8,000.00
12551512	1769	FRESNO PRODUCE Food	\$6,073.60
12551513	2749	GARDA CL WEST INC. Other Services	\$89.68
12551514	1393	GAS COMPANY Gas	\$451.62
12551515	3305	GILBERT ELECTRIC COMPANY Repairs	\$500.00
12551516	591	GOLD STAR FOODS Food	\$897.89
12551517	6969	RACHEL GONZALES Prepaid Meals	\$14.90
12551518	622	CHERYL GUILBEAU Mileage	\$49.01
12551519	3656	HANFORD AUTO & TRUCK PARTS Maint/Trans/Grounds Supplies	\$530.40
12551520	6970	STEPHANIE HERNANDEZ Prepaid Meals	\$18.05
12551521	5264	HOUGHTON MIFFLIN HARCOURT Travel & Conf	\$5,900.00
12551522	4597	IVS COMPUTER TECHNOLOGY Equipment/Leases	\$433,795.24
12551523	1829	KENNEDY STUDENT BODY Student Meals	\$2,384.00
12551524	838	LAWRENCE TRACTOR COMPANY Grounds Matl's	\$737.80
12551525	3048	CINDY LEWIS Mileage	\$23.43
12551526	4629	LOWE'S OF HANFORD Instl Matls	\$372.87
12551527	3719	FLORITA MAGALLON Mileage	\$209.25
12551528	6905	BLANCA MARTINEZ Supplies	\$118.90
12551529	2243	MATSON ALARM Leases	\$179.73
12551530	5018	WAIVE MAZE Mileage	\$121.02
12551531	961	ME-N-ED'S PIZZA PARLOR Migrant Academy	\$293.59
12551532	1013	CANDY MULLINS Mileage	\$42.00
12551533	4188	CHAD NIELSEN Mileage	\$24.61
12551534	1058	OFFICE DEPOT Office Supplies	\$737.02
12551535	6257	ORCHARD SUPPLY HARDWARE Maint/Grounds/Custodial Supplies	\$1,903.38
12551536	3948	PACIFIC TOWING & TRANSPORT Transportation Services	\$250.00
12551537	6012	BRANDI PEREZ Mileage	\$42.41
12551538	3072	JENNIFER PITKIN Supplies	\$236.24
12551539	1168	PRODUCERS DAIRY PRODUCTS Food	\$7,920.91
12551540	5513	HARMINI RABON Supplies	\$77.39



# Warrant Register For Warrants

## Dated 06/16/2017

Warrant Number	Vendor Number	Vendor Name	Amount
12551541	5569	TERESITA RAMIREZ Prepaid Meals	\$3.77
12551542	3569	WENDI SANTIMORE Mileage	\$90.98
12551543	1303	SAVE MART SUPERMARKETS Food	\$248.30
12551544	1326	SCHOOL SERVICES OF CALIF. INC. Travel & Conf	\$660.00
12551545	6971	JILL SHAKESPEARE Prepaid Meals	\$ .75
12551546	1801	SMART & FINAL STORES (HFD/KIT) Food	\$330.33
12551547	1392	SOUTHERN CALIFORNIA EDISON CO. Electricity	\$51,188.07
12551548	2031	SOUTHWEST SCH & OFFICE SUPPLY Warehouse	\$909.04
12551549	1403	STANISLAUS FOUNDATION – DENTAL Other Services	\$9,415.55
12551550	2188	SUPPLYWORKS Warehouse/Custodial/Maint Supplies	\$931.95
12551551	1444	SYSCO FOODSERVICES OF MODESTO Food	\$7,489.28
12551552	1466	TERMINIX INTERNATIONAL Pest Control	\$351.00
12551553	1466	TERMINIX INTERNATIONAL Pest Control	\$25.00
12551554	6944	TETER LLP Other Services	\$1,513.30
12551555	4914	TKO ELECTRONICS INC Instl Matls	\$22,882.50
12551556	5923	TREE FROG PRINT SHOP INC. Supplies	\$182.33
12551557	4064	TULARE COUNTY OFFICE OF ED Travel & Conf	\$375.00
12551558	1504	TURF STAR INC. Grounds Supplies	\$43.33
12551559	3154	UPS Postage	\$66.01
12551560	1554	SONIA VELO Mileage	\$35.31
<b>Total Amount of All Warrants:</b>			<b>\$582,355.11</b>



**Credit Card Register For Payments**  
**Dated 06/16/2017**

Document Number	Vendor Number	Vendor Name	Amount
14019919	806	KINGS COUNTY TROPHY Plaques	\$171.60
14019920	1021	NASCO Instl Matls	\$870.79
14019921	6059	SCALE COMPUTING Equipment/Other Services	\$21,460.00
14019922	1350	SIGN WORKS Maint Supplies	\$879.10
<b>Total Amount of All Credit Card Payments:</b>			<b>\$23,381.49</b>



# Warrant Register For Warrants

## Dated 06/23/2017

Warrant Number	Vendor Number	Vendor Name	Amount
12552010	6	AAA SECURITY INC. Security Rentals	\$320.00
12552011	6431	AMAZON.COM Instl Matls/Books	\$17,853.70
12552012	3793	LINDA ARNETT Other Services	\$70.00
12552013	6253	AT&T Telephone	\$1,601.57
12552014	3947	ATKINSON ANDELSON LOYA RUUD & Legal	\$1,949.07
12552015	6628	AWESOME CHARTERS AND TOURS LLC Transportation	\$3,038.00
12552016	6890	BOOKMARK Instl Matls	\$25.74
12552017	6941	CABLEWHOLESALE.COM INC. IT Supplies	\$3,075.09
12552018	236	STATE OF CALIFORNIA Other Services	\$715.00
12552019	3644	TIFFANY D CARPENTIERI Mileage	\$10.31
12552020	331	CLASSIC CHARTER Transportation	\$5,805.00
12552021	5786	DOCUMENT TRACKING SERVICES Other Services	\$640.84
12552022	528	FOCUS PACKAGING & SUPPLY CO Warehouse	\$88.48
12552023	4279	FRESNO COUNTY OFFICE OF ED Travel & Conf	\$750.00
12552024	5590	PRISCILLA GARIVAY Instl Matls	\$32.27
12552025	1393	GAS COMPANY Gas	\$547.46
12552026	3305	GILBERT ELECTRIC COMPANY Repairs	\$500.00
12552027	5541	JOANN GRAHAM Mileage	\$68.48
12552028	1902	HANDWRITING WITHOUT TEARS Software License	\$10.00
12552029	640	HANFORD ELEM. PETTY CASH Postage	\$19.10
12552030	641	HANFORD ELEM. REVOLVING FUND Books/Travel	\$714.84
12552031	649	HANFORD POLICE DEPARTMENT Other Services	\$184,000.00
12552032	652	HANFORD SENTINEL Other Services	\$421.25
12552033	5703	TERESA JAQUEZ Instl Consultant	\$159.60
12552034	762	TAMMY JOHNSON Mileage	\$83.30
12552035	5828	KINGS COUNTY DEPT OF PUBLIC WO Fuel	\$86.66
12552036	805	KINGS COUNTY DEPT. OF FINANCE Other Services	\$315.12
12552037	3962	KINGS COUNTY GLASS Repairs	\$1,119.13
12552038	796	KINGS COUNTY OFFICE OF ED Other Services	\$9,958.39
12552039	802	KINGS COUNTY PIPE & SUPPLY Maintenance Supplies	\$94.23
12552040	808	KINGS WASTE & RECYCLING Garbage	\$242.00
12552041	838	LAWRENCE TRACTOR COMPANY Maintenance/Grounds Supplies	\$177.90
12552042	4704	KELLEY MAYFIELD Instl Matls	\$40.89
12552043	6965	MYSTERY SCIENCE INC. Instl Matls	\$499.00
12552044	5510	NEWEGG.COM IT Supplies	\$305.32
12552045	5944	NORTHSTAR PHOTOGRAPHY Awards	\$446.59
12552046	5111	P & R PAPER SUPPLY COMPANY INC Warehouse	\$1,712.14
12552047	1326	SCHOOL SERVICES OF CALIF. INC. Other Services	\$305.00
12552048	3131	SHERWIN-WILLIAMS CO Maintenance Supplies	\$257.43
12552049	3743	SHRED-IT USA – FRESNO Shredding	\$217.30
12552050	1880	SOUTH COUNTY SUPPORT SERVICES Other Services	\$1,091.29
12552051	2031	SOUTHWEST SCH & OFFICE SUPPLY Warehouse	\$566.29
12552052	1403	STANISLAUS FOUNDATION – DENTAL Other Services	\$13,213.59
12552053	2188	SUPPLYWORKS Warehouse/Custodial Supplies	\$543.12
12552054	6823	TCG GROUP HOLDINGS Other Services	\$258.00
12552055	5774	TEACHER SYNERGY LLC Instl Matls	\$195.43
12552056	4064	TULARE COUNTY OFFICE OF ED Travel & Conf	\$100.00
12552057	4114	TULARE COUNTY OFFICE OF EDUCAT Other Services	\$10,912.22

**Warrant Register For Warrants  
Dated 06/23/2017**

Warrant Number	Vendor Number	Vendor Name	Amount
12552058	6671	TULARE COUNTY OFFICE OF EDUCAT Field Trip	\$100.00
12552059	1506	TWB INSPECTIONS Buildings & Improvements	\$3,150.00
12552060	1521	UNITED REFRIGERATION INC. Equipment/Maintenance Supplies	\$8,398.30
12552061	2653	VALLEY OXYGEN Maintenance Supplies	\$410.62
12552062	6936	VERA'S PAINTING Repairs	\$72,200.00
12552063	1647	VERITIV OPERATING COMPANY Printing Supplies	\$1,378.06
12552064	6943	WEST VALLEY SUPPLY Grounds Supplies	\$414.99
12552065	1661	ZUMWALT-HANSEN & ASSOCIATES Land Acquisition	\$1,080.00

**Total Amount of All Warrants:****\$352,288.11**



# Credit Card Register For Payments

## Dated 06/23/2017

Document Number	Vendor Number	Vendor Name	Amount
14019966	2	A-Z BUS SALES INC Transportation Supplies	\$3,167.91
14019967	4676	ACTION EQUIPMENT RENTALS Rentals	\$1,161.60
14019968	949	AMERICAN INCORPORATED Repairs	\$717.00
14019969	5339	BEYOND MENTION DESIGNS LLC Instl Matls	\$2,694.12
14019970	176	BSN SPORTS Athletic Supplies	\$441.42
14019971	297	CENTRAL SANITARY SUPPLY Warehouse	\$2,303.41
14019972	415	DELRAY TIRE & RETREADING INC. Repairs	\$33.40
14019973	4271	GOLDEN EAGLE CHARTER INC. Transportation	\$2,144.00
14019974	652	HANFORD SENTINEL Other Services	\$3,031.75
14019975	806	KINGS COUNTY TROPHY Awards	\$4,196.69
14019976	1802	MEDALLION SUPPLY Maintenance Supplies	\$275.46
14019977	994	MOBILE MODULAR MGMT. CORP. Leases	\$3,900.00
14019978	1002	MORGAN & SLATES INC. Maintenance/Grounds Supplies	\$37.64
14019979	1121	PERMA-BOUND Books	\$7,641.35
14019980	1316	SCHOLASTIC CLASSROOM MAGAZINES Instl Matls	\$118.67
14019981	1313	SCHOLASTIC TEACHERS STORE Books	\$492.83
14019982	1350	SIGN WORKS Repairs	\$106.00
14019983	1564	VIRCO INC. Facilities Matls	\$1,920.66
<b>Total Amount of All Credit Card Payments:</b>			<b>\$34,383.91</b>





# Warrant Register For Warrants

## Dated 06/30/2017

Warrant Number	Vendor Number	Vendor Name	Amount
12552746	6240	COREY AKIN Travel & Conf	\$80.00
12552747	6978	THE AMERICAN KIDNEY FUND Health & Welfare	\$506.00
12552748	53	AMERICAN MUSIC COMPANY Equipment	\$3,847.18
12552749	6253	AT&T Telephone	\$75.07
12552750	150	BLINDS ETC. Facilities Materials	\$14,362.92
12552751	2019	BUS WEST Transportation Supplies	\$215.61
12552752	6980	MELLISSA CARPENTIERI Local Revenues	\$8.12
12552753	2986	JOSEFINA L. CAVANAUGH Supplies	\$39.62
12552754	4545	CCSNA Travel & Conf	\$75.99
12552755	1667	CDW GOVERNMENT INC. Equipment/Software License/Supplies	\$21,764.13
12552756	304	NICK CHAMPI ENTERPRISES INC. Grounds Supplies	\$111.53
12552757	3068	DEBRA COLVARD Supplies	\$67.77
12552758	4178	COOK'S COMMUNICATION Supplies	\$54.70
12552759	6977	PAIGE CROSS Payroll Liability Holding	\$5.50
12552760	3799	DAVE'S UPHOLSTERY Repairs	\$390.00
12552761	5786	DOCUMENT TRACKING SERVICES Other Services	\$1,980.42
12552762	6956	DT CUSTOMS Maintenance/Grounds Supplies	\$320.00
12552763	6453	FLOWERS BAKING COMPANY Food	\$20.80
12552764	5997	FORT WORTH ZOO Inst'l Consultant	\$150.00
12552765	1769	FRESNO PRODUCE Food	\$1,212.21
12552766	3479	FRESNO RACK AND SHELVING Custodial Supplies	\$579.83
12552767	2144	FREY SCIENTIFIC & CPO SCIENCE Inst'l Mat'l's	\$4,809.27
12552768	2290	ROBERT A. GARCIA Local Revenues	\$8.30
12552769	1393	GAS COMPANY Gas	\$216.76
12552770	6979	BRITTNI GINGRAS Local Revenues	\$44.99
12552771	591	GOLD STAR FOODS Food	\$236.05
12552772	640	HANFORD ELEM. PETTY CASH Postage	\$7.15
12552773	652	HANFORD SENTINEL Other Services	\$2,165.50
12552774	632	CITY OF HANFORD Water/Sewer	\$34,320.13
12552775	4532	HENRY SCHEIN INC Warehouse	\$2,138.66
12552776	6981	MICHAEL A. HERNANDEZ Local Revenues	\$17.06
12552777	4907	HESD - FUND 0100 Other Services	\$295.29
12552778	711	THE HORN SHOP Repairs	\$130.00
12552779	6826	INDOOR ENVIRONMENTAL SERVICES Repairs/Buildings & Improvements	\$67,111.60
12552780	6008	IRESUE REPAIR CENTER Repairs	\$200.35
12552781	6665	ISOM ADVISORS/URBAN FUTURES IN Other Services	\$25,000.00
12552782	3087	JERRY AND MICHAEL'S APPLIANCE Repairs	\$199.16
12552783	5990	KELLER FORD Equipment Replacement	\$35,031.24
12552784	796	KINGS COUNTY OFFICE OF ED Other County Costs	\$16,906.15
12552785	6986	MORGAN LAMBERT Other Services	\$21.00
12552786	986	LAWNMOWER MAN Equipment/Grounds Supplies	\$1,201.17
12552787	2256	MANDATE RESOURCE SERVICES LLC Other Services	\$5,000.00
12552788	6894	MUSIC AND ARTS CENTER Band Supplies	\$198.05
12552789	6985	KRISTINA NEVES Other Services	\$21.00
12552790	1112	PEREIRA'S FLOOR COVERING Repairs/Maintenance Supplies	\$890.00
12552791	5999	DONALD POMEROY Prepaid Meals	\$15.80
12552792	4797	R-N-R WELDING Repairs	\$978.00
12552793	1303	SAVE MART SUPERMARKETS Food	\$91.29

# Warrant Register For Warrants

## Dated 06/30/2017

Warrant Number	Vendor Number	Vendor Name	Amount
12552794	6864	SCIENCE BUDDIES Inst'l Matl's	\$527.32
12552795	1356	SILVAS OIL COMPANY INC. Fuel	\$689.37
12552796	4031	SIX FLAGS MAGIC MOUNTAIN Field Trip	\$1,804.49
12552797	1374	SMART & FINAL STORES (HFD/DO) Supplies	\$103.47
12552798	6558	WENDY SOLANO Local Revenues	\$3.48
12552799	1392	SOUTHERN CALIFORNIA EDISON CO. Electricity	\$28,110.56
12552800	2031	SOUTHWEST SCH & OFFICE SUPPLY Warehouse	\$910.11
12552801	3357	SPEED STACKS INC Inst'l Matl's	\$535.18
12552802	1401	STANDARD STATIONERY SUPPLY Warehouse	\$3,283.52
12552803	1404	STANISLAUS FOUNDATION – ADMIN Other Services	\$2,563.75
12552804	1403	STANISLAUS FOUNDATION – DENTAL Other Services	\$14,490.50
12552805	4541	STONEYS CONCRETE LLC Grounds Supplies	\$908.65
12552806	5586	SUPERIOR SOIL SUPPLEMENTS Grounds Supplies	\$5,953.81
12552807	2188	SUPPLYWORKS Warehouse/Custodial Supplies	\$5,284.32
12552808	1444	SYSCO FOODSERVICES OF MODESTO Food	\$822.22
12552809	4064	TULARE COUNTY OFFICE OF ED Inst'l Consultant/Travel & Conf	\$33,250.00
12552810	6644	TYLER TECHNOLOGIES Other Services	\$8,045.00
12552811	4547	U S SCHOOL SUPPLY Inst'l Matl's	\$3,404.45
12552812	1525	UNIVERSAL SPECIALTIES INC. Maintenance Supplies	\$1,462.19
12552813	1558	VERIZON WIRELESS Telephone	\$396.38
12552814	1575	WALMART COMMUNITY/RFCSLLC Warehouse/Inst'l Matl's	\$1,908.63
12552815	6943	WEST VALLEY SUPPLY Grounds Supplies	\$120.63
12552816	6832	BEVERLY ANN WILLIAMS Mileage	\$261.94
<b>Total Amount of All Warrants:</b>			<b>\$357,956.34</b>

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**Grand Total For All Districts:**

**\$357,956.34**<sub>20/231</sub>

**Credit Card Register For Payments**  
**Dated 06/30/2017**

Document Number	Vendor Number	Vendor Name	Amount
14020037	949	AMERICAN INCORPORATED Repairs	\$253.50
14020038	1839	ATLAS PEN & PENCIL CORP. Inst'l Matl's	\$1,667.58
14020039	5747	CRISIS PREVENTION INSTITUTE (C Travel & Conf	\$600.00
14020040	3629	EDUCATIONAL TESTING SERVICE Test Scoring	\$869.22
14020041	652	HANFORD SENTINEL Other Services	\$2,332.84
14020042	5690	INDOFF INCORPORATED Maintenance Supplies	\$141.63
14020043	5007	JORGENSEN COMPANY Other Services	\$1,430.59
14020044	4156	PRINTERTECHS.COM INC. Food Services Supplies	\$239.00
14020045	1190	QUINN POWER SYSTEMS Transportation Supplies	\$143.34
14020046	3583	SAN JOAQUIN IMPERIAL Repairs	\$226.39
14020047	1350	SIGN WORKS Supplies	\$362.09
<b>Total Amount of All Credit Card Payments:</b>			<b>\$8,266.18</b>

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**Grand Total For All Districts:**

**\$8,266.18**<sub>22/231</sub>

# Warrant Register For Warrants

## Dated 07/07/2017

Warrant Number	Vendor Number	Vendor Name	Amount
12553452	14	ACSA Dues & Memberships	\$1,857.40
12553453	386	CSBA Dues & Memberships	\$12,575.00
12553454	386	CSBA Other Services	\$6,045.00
12553455	6141	CYPRESS RISK MANAGEMENT Insurance	\$13,098.80
12553456	6738	DEPT OF CONSERVATION Buildings & Improvements	\$3,600.00
12553457	421	DESIGNED MOBILE SYSTEMS INC. Buildings & Improvements	\$9,116.25
12553458	4512	DIV. OF STATE ARCHITECT Buildings & Improvements	\$500.00
12553459	4512	DIV. OF STATE ARCHITECT Buildings & Improvements	\$30,550.00
12553460	6425	EXPERTS EXCHANGE LLC Dues & Memberships	\$749.00
12553461	4383	FRESNO STATE BANDS Band Entry Fee	\$350.00
12553462	1393	GAS COMPANY Gas	\$75.80
12553463	6963	GONZALEZ ARCHITECTS Buildings & Imprvements	\$246.70
12553464	2472	MARIA G. HERNANDEZ Local Revenues	\$26.89
12553465	6133	JACKSON NATIONAL LIFE INSURANC Retiree Benefits, Certificated	\$5,252.00
12553466	4299	CHRISTINE LUIS Local Revenues	\$67.05
12553467	912	MANGINI ASSOCIATES INC. Buildings & Improvements	\$7,789.26
12553468	5605	NORTHERN CALIFORNIA RELIEF Insurance	\$300,442.00
12553469	1915	POSTMASTER Other Services	\$1,352.00
12553470	3800	SONITROL OF FRESNO Leases/Repairs	\$4,458.00
12553471	6421	TREBRON COMPANY INC Other Services	\$16,765.33
12553472	1508	U.S. POSTAL SERVICE (CMRS-FP) Postage	\$7,000.00
12553473	6390	ELISA URRUTIA Local Revenues	\$20.00
<b>Total Amount of All Warrants:</b>			<b>\$421,936.48</b>





**Credit Card Register For Payments**  
**Dated 07/07/2017**

Document Number	Vendor Number	Vendor Name	Amount
14020122	82	ASCD Dues & Memberships	\$89.00
14020123	91	AUTOMATED OFFICE SYSTEMS Leases/Repairs	\$5,922.78
14020124	273	CASBO Dues & Memberships	\$2,000.00
14020125	297	CENTRAL SANITARY SUPPLY Warehouse	\$460.75
14020126	1278	S & S WORLDWIDE INC. Warehouse	\$381.47
<b>Total Amount of All Credit Card Payments:</b>			<b>\$8,854.00</b>



# Warrant Register For Warrants

## Dated 07/14/2017

Warrant Number	Vendor Number	Vendor Name	Amount
12553793	6253	AT&T Telephone	\$40.94
12553794	6987	JULIANNA BASSEGIO Payroll Liability Holding	\$1.65
12553795	232	STATE OF CALIFORNIA AP Use Tax	\$24,281.00
12553796	242	STATE OF CALIFORNIA Fuel	\$67.74
12553797	6948	CSAA INSURANCE EXCHANGE Repairs	\$29.50
12553798	405	DASSEL'S PETROLEUM INC. Fuel	\$4,389.41
12553799	6721	DAULT LEWIS FLOORING PARTNERSH Repairs	\$1,500.00
12553800	535	FOUR STAR MARKETING INC. Warehouse	\$253.07
12553801	558	CAROL GALLEGOS Summer Health & Welfare	\$44.69
12553802	1393	GAS COMPANY Gas	\$510.70
12553803	620	GRISWOLD LASALLE COBB DOWD Legal	\$528.50
12553804	3656	HANFORD AUTO & TRUCK PARTS Grounds/Transportation Supplies	\$1,182.48
12553805	632	CITY OF HANFORD Water/Sewer	\$22,711.35
12553806	2427	HOME DEPOT CREDIT SERVICE S Maintenance/Grounds Supplies	\$617.05
12553807	779	KEENAN & ASSOC./CPIC Health & Welfare	\$5,077.50
12553808	778	KEENAN & ASSOC./MED. EYE SERV. Health & Welfare	\$9,956.40
12553809	5290	KEENAN & ASSOCIATES Insurance	\$500.00
12553810	4629	LOWE'S OF HANFORD Maintenance/Grounds Supplies	\$239.82
12553811	3955	MARRIOTT – VISALIA Travel & Conference	\$198.50
12553812	2491	MID-COUNTY FIRE EXTINGUISHER Leases	\$5,234.86
12553813	1058	OFFICE DEPOT Office Supplies	\$514.25
12553814	1069	ORCHARD SUPPLY HARDWARE Warehouse	\$310.55
12553815	6257	ORCHARD SUPPLY HARDWARE Maint/Grounds Supplies	\$1,531.70
12553816	1227	RENAISSANCE LEARNING INC. Travel & Conf	\$736.79
12553817	1367	SISC III Health & Welfare	\$533,105.25
12553818	1392	SOUTHERN CALIFORNIA EDISON CO. Electricity	\$40,357.25
12553819	1403	STANISLAUS FOUNDATION – DENTAL Other Services	\$33,035.40
12553820	3728	JASON STRICKLAND Summer Health & Welfare	\$693.15
12553821	6823	TCG GROUP HOLDINGS Other Services	\$256.00
12553822	1466	TERMINIX INTERNATIONAL Pest Control	\$397.00
12553823	2233	TERMINIX PROCESSING CENTER Pest Control	\$4,470.00
12553824	5946	THE HARTFORD Health & Welfare	\$1,121.84
12553825	1504	TURF STAR INC. Grounds Supplies	\$158.19

**Total Amount of All Warrants:**

**\$694,052.53**



# Warrant Register For Warrants

## Dated 07/21/2017

Warrant Number	Vendor Number	Vendor Name	Amount
12554238	29	AIMS EDUCATION FOUNDATION Travel & Conf	\$447.00
12554239	6431	AMAZON.COM Books/Instl Matls	\$674.12
12554240	59	AMERIPRIDE UNIFORM SERVICES Laundry/Mop/Mat Services	\$3,462.54
12554241	3947	ATKINSON ANDELSON LOYA RUUD & Legal	\$5,387.81
12554242	3258	BANK OF AMERICA Other Services/Travel & Conf	\$128.54
12554243	6990	JESSICA BATEMAN Other Services	\$25.00
12554244	5839	BAZIC PRODUCTS Warehouse	\$3,677.12
12554245	839	SUSAN BETTENCOURT Supplies	\$50.41
12554246	6992	VALARIE CASAREZ Other Services	\$21.00
12554247	6991	JESSICA CASTRO Other Services	\$20.00
12554248	352	COMFORT INN Travel & Conf	\$203.04
12554249	405	DASSEL'S PETROLEUM INC. Fuel	\$149.77
12554250	497	EMPLOYMENT DEVELOPMENT DEPT. State Unemployment Insurance	\$5,207.39
12554251	3682	FASTENAL Maintenance Supplies	\$40.82
12554252	1177	FRED PRYOR SEMINARS Travel & Conf	\$398.00
12554253	4832	STACY FREITAS All Other Local Revenues	\$23.22
12554254	1769	FRESNO PRODUCE Food	\$432.70
12554255	1393	GAS COMPANY Gas	\$335.76
12554256	3305	GILBERT ELECTRIC COMPANY Repairs	\$750.00
12554257	5541	JOANN GRAHAM Mileage	\$31.78
12554258	3656	HANFORD AUTO & TRUCK PARTS Food Services	\$32.98
12554259	6989	SASHA JAMISON Other Services	\$20.00
12554260	5648	STACIE JOHNSON Mileage	\$31.78
12554261	764	RICHARD JOHNSTON Supplies	\$32.14
12554262	5290	KEENAN & ASSOCIATES Insurance	\$1,368.88
12554263	1783	KELLER MOTORS Transportation Supplies	\$690.85
12554264	5828	KINGS COUNTY DEPT OF PUBLIC WO Fuel	\$57.11
12554265	801	KINGS COUNTY MOBILE LOCKSMITH Repairs	\$344.48
12554266	796	KINGS COUNTY OFFICE OF ED Other Excess Costs	\$143.50
12554267	802	KINGS COUNTY PIPE & SUPPLY Maintenance Supplies	\$303.90
12554268	808	KINGS WASTE & RECYCLING Garbage	\$264.35
12554269	6962	KRAZAN AND ASSOCIATES INC. Buildings & Improvements	\$3,840.00
12554270	986	LAWNMOWER MAN Operations	\$363.64
12554271	848	LECTORUM PUBLICATIONS INC. Books	\$6,886.86
12554272	6988	LAUREN MAGPAYO Other Services	\$21.00
12554273	2243	MATSON ALARM Leases	\$36.00
12554274	1058	OFFICE DEPOT Office Supplies	\$2,176.07
12554275	6674	PHYSIUS PHYSICAL THERAPY & WEL Other Services	\$450.00
12554276	1168	PRODUCERS DAIRY PRODUCTS Food	\$403.25
12554277	1232	RICHARD'S TREE SERVICE Facilities Repairs	\$2,000.00
12554278	4518	R MARK RICHARD Operations Repairs	\$10,920.00
12554279	1326	SCHOOL SERVICES OF CALIF. INC. Other Services	\$305.00
12554280	5608	SCHOOLCITY INC Software Licenses	\$24,279.20
12554281	3131	SHERWIN-WILLIAMS CO Maintenance Supplies	\$77.41
12554282	3743	SHRED-IT USA – FRESNO Shred Services	\$1,121.22
12554283	1801	SMART & FINAL STORES (HFD/KIT) Food	\$15.92
12554284	1392	SOUTHERN CALIFORNIA EDISON CO. Electricity	\$9,414.20
12554285	1403	STANISLAUS FOUNDATION – DENTAL Other Services	\$20,203.80

**Warrant Register For Warrants  
Dated 07/21/2017**

Warrant Number	Vendor Number	Vendor Name	Amount
12554286	6567	AUBREY STANTON Mileage	\$59.92
12554287	1444	SYSCO FOODSERVICES OF MODESTO Food	\$539.55
12554288	1466	TERMINIX INTERNATIONAL Food Services	\$25.00
12554289	6944	TETER LLP Other Services	\$1,489.89
12554290	2138	THE TREE HOUSE Warehouse	\$6,528.08
12554291	1521	UNITED REFRIGERATION INC. Maintenance Supplies	\$1,629.68
12554292	2653	VALLEY OXYGEN Maintenance Supplies	\$417.48
12554293	1554	SONIA VELO Mileage	\$31.78
12554294	6943	WEST VALLEY SUPPLY Grounds Supplies	\$91.73
<b>Total Amount of All Warrants:</b>			<b>\$118,082.67</b>



**Credit Card Register For Payments**  
**Dated 07/21/2017**

Document Number	Vendor Number	Vendor Name	Amount
14020201	2	A-Z BUS SALES INC Transportation Supplies	\$1,117.84
14020202	126	BEDARD CONTROLS INC. Repairs	\$690.00
14020203	1363	BEST BUY Food	\$16.22
14020204	176	BSN SPORTS Warehouse	\$8,526.24
14020205	415	DELRAY TIRE & RETREADING INC. Repairs	\$328.17
14020206	509	EWING IRRIGATION PRODUCTS Grounds Supplies	\$202.20
14020207	652	HANFORD SENTINEL Other Services	\$682.00
14020208	4141	HMS INC Repairs	\$7,935.50
14020209	831	LAKESHORE LEARNING Warehouse	\$8,052.77
14020210	1802	MEDALLION SUPPLY Maintenance Supplies	\$266.27
14020211	1002	MORGAN & SLATES INC. Maintenance/Grounds Supplies	\$218.09
14020212	5326	PARC ENVIRONMENTAL Repairs	\$37,468.00
14020213	1350	SIGN WORKS Lincoln Signs	\$2,010.91
<b>Total Amount of All Credit Card Payments:</b>			<b>\$67,514.21</b>





**Hanford Elementary School District**  
***Minutes of the Regular Board Meeting***  
***June 28, 2017***

Minutes of the Regular Board Meeting of the Hanford Elementary School District Board of Trustees on June 28, 2017 at the District Office Board Room, 714 N. White Street, Hanford, CA.

<b>Announcement</b>	President Garcia stated that before he calls the meeting to order, let it be known that this meeting is being recorded.
<b>Call to Order</b>	President Garcia called the meeting to order at 5:30 p.m. Trustee Hernandez, Revious and Strickland were present. Trustee Garner was absent.
<b>HESD Managers Present</b>	Joy C. Gabler, Superintendent, and the following administrators were present: Doug Carlton, David Endo, and Jill Rubalcava.
<b>Public Comments</b>	None
<b>Board and Staff Comments</b>	None
<b>Requests to Address the Board</b>	None
<b>Dates to Remember</b>	Holiday – 4 <sup>th</sup> of July

**CONSENT ITEMS**

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

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

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

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

The items approved are as follows:

- a) Warrant listings dated 6/9/17.
- b) Minutes of Regular Board Meeting 6/14/17.
- c) Legal contracts for the 2017-18 fiscal year with Griswold, LaSalle, Cobb, Dowd, & Gin LLP.
- d) Mandated cost consultant contract with Mandate Resource Services.
- e) Memorandum of Understanding to continue to work with Tulare County Office of Education/Migrant Program Region VIII as a Model B District
- f) The filing of Notice of Completion for the exterior painting project at Roosevelt

School

- g) The filing of Notice of Completion for the exterior painting project at Lincoln School
- h) Donation of \$2,577.90 from Washington Parent Teacher Club.
- i) Donation of \$3,076.38 from Jefferson Parent Teacher Club.

## **BOARD POLICIES AND ADMINISTRATION**

### **2017-18 HESD LCAP**

The District's stakeholder groups including the District English Learners Advisory Committee and the Parent Advisory Committee are recommending approval of the LCAP.

Trustee Strickland made a motion to adopt the 2017-18 Hanford Elementary School District Local Control Accountability Plan (LCAP). Trustee Revious seconded; motion carried 4-0:

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

### **2017-18 Jefferson LCAP**

Trustee Strickland made a motion to adopt the 2017-18 Jefferson Charter School Local Control Accountability Plan (LCAP). Trustee Hernandez seconded; motion carried 4-0:

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

### **Dewsly Education**

Trustee Strickland made a motion to approve the agreement with Dewsly Education for parent and staff communication services through the Loop Communications Solution. Trustee Revious seconded; motion carried 4-0:

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

### **Technicon Engineering Services, Inc.**

Trustee Revious made a motion to approve the consultant agreement with Technicon Engineering Services, Inc., for the proposed new classroom and restrooms project for the relocation of Community Day School to King Elementary. Trustee Strickland seconded; motion carried 4-0:

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

### **BP/AR 3551**

Trustee Strickland made a motion to approve the revised Board Policy and Administrative Regulation 3551 – Food Service Operations/Cafeteria Fund. Trustee Hernandez seconded; motion carried 4-0:

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

### **BP 1160**

Trustee Hernandez made a motion to approve the revised Board Policy 1160 – Political Processes. Trustee Strickland seconded; motion carried 4-0:

Garcia – Yes

Hernandez – Yes  
Revious – Yes  
Strickland – Yes

**BP/AR 1230** Trustee Revious made a motion to approve the revised Board Policy and Administrative Regulation 1230 – School-Connected Organizations. Trustee Hernandez seconded; motion carried 4-0:

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

**BP 2121** Trustee Strickland made a motion to approve the revised Board Policy 2121 – Superintendent's Contract. Trustee Hernandez seconded; motion carried 4-0:

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

**BP 6145** Trustee Revious made a motion to approve the revised Board Policy 6145 – Extracurricular and Cocurricular Activities. Trustee Hernandez seconded; motion carried 4-0:

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

## **PERSONNEL**

Trustee Strickland made a motion to take Personnel items "a" through "f" together. Trustee Hernandez seconded; motion carried 4-0:

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

Trustee Strickland then made a motion to approve Personnel items "a" through "f". Trustee Hernandez seconded; the motion carried 4-0:

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

### ***Item "a" – Employment***

#### Certificated

- Genevieve Campa, Teacher, Probationary, effective 8/8/17
- Kristin Lake, Special Education Teacher, Probationary, effective 8/8/17

#### Classified

- Martha Murillo, Bilingual Clerk Typist II – 5.0 hrs., Roosevelt, effective 7/28/17
- Destiny Ramirez, READY Program Tutor – 4.5 hrs., King, effective 8/9/17
- Mariah Young, READY Program Tutor – 4.5 hrs., Richmond, effective 8/9/17

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

CLASSIFIED STAFF – Extended Learning Opportunities

#### Seamless Summer Meal Program

- Corina Carrera, Food Service Worker I – 2.5 hrs., Kennedy, effective 6/12/17 to 7/5/17; Cook/Baker – 5.5 hrs., Food Services, effective 7/6/17 to 7/28/17

- Lucila Cervantes, Food Service Worker I – 2.5 hrs., Jefferson, effective 6/12/17 to 7/28/17
- Stacey Freitas, Food Service Worker I – 2.5 hrs., Kennedy, effective 6/12/17 to 6/30/17
- Veronica Grever, Food Service Worker I – 2.5 hrs., Lincoln, effective 6/12/17 to 7/28/17
- Daisy Maya-Gaona, Food Service Worker I – 2.5 hrs., Jefferson, effective 6/12/17 to 7/28/17
- Wendi Santimore, Cook/Baker – 5.5 hrs., Food Services, effective 6/12/17 to 7/5/17; Food Service Worker I – 2.5 hrs., Kennedy, effective 7/6/17 to 7/28/17
- Tonya Sims, Food Service Worker I – 2.5 hrs., Lincoln, effective 6/12/17 to 7/28/17

Summer Enrichment Program at John F. Kennedy Junior High School

- Danna Bailey, Bus Driver – 4.0 hrs., Transportation, effective 6/14/17 to 7/12/17

Special Education Extended School Year at Lee Richmond School

- Linda Arnett, Bus Driver – 4.0 hrs., Transportation, effective 6/12/17 to 6/29/17

Migrant Program at Jefferson School and West Hills 5C Program

- Maria Jones, Bus Driver – 6.0 hrs., Transportation, effective 6/12/17 to 6/29/17
- Ben Lopez, Short-term Custodian II – 5.5 hrs., Jefferson, effective 6/12/17 to 6/29/17

***Item “c” –  
Resignations***

- Mando Breshears, Substitute Yard Supervisor, effective 4/20/17
- Emily Dixon, Substitute Clerk Typist I, Food Service Worker I/II, READY Program Tutor and Yard Supervisor, effective 1/9/17
- Joshua Kuenning, Substitute Custodian II and Warehouse/ Reprographic and Mail Technician, effective 5/31/17

***Item “d” –  
Transfer***

- Norma Navarrete, Food Service Worker I – 3.5 hrs., from King to Roosevelt, effective 8/11/17

***Item “e” –  
Promotion/  
Transfer***

- Jennifer Levinson, from Teacher, Monroe to Learning Director, Simas, effective 7/28/17
- Tonya Sims, from Food Service Worker I – 3.5 hrs., Roosevelt to Food Service Utility Worker – 3.5 hrs., Food Services, effective 8/11/17

***Item “f” –  
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 6/21/17 to 8/18/17
- 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 6/21/17 to 8/18/17

**FINANCIAL**

**2017-18 HESD  
Budget**

Trustee Revious made a motion to adopt the 2017-18 Hanford Elementary School District Budget. Trustee Strickland seconded; motion carried 4-0:

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

**Resolution #31-  
17**

Trustee Strickland made a motion to adopt Resolution #31-17: Budget Revisions – Budget adoption. Trustee Hernandez seconded; motion carried 4-0:

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

- Resolution #32-17** Trustee Strickland made a motion to adopt Resolution #32-17: Board Delegation of Powers. Trustee Revious seconded; motion carried 4-0:  
Garcia – Yes  
Hernandez – Yes  
Revious – Yes  
Strickland – Yes
- Resolution #33-17** Trustee Revious made a motion to adopt Resolution #33-17: Education Protection Account Spending Determination. Trustee Hernandez seconded; motion carried 4-0:  
Garcia – Yes  
Hernandez – Yes  
Revious – Yes  
Strickland – Yes
- Resolution #37-17** Trustee Strickland made a motion to adopt Resolution #37-17: allowing for the procurement of computer equipment from Dell Marketing, L.P. utilizing a piggyback bid issued by State of California. Trustee Revious seconded; motion carried 4-0:  
Garcia – Yes  
Hernandez – Yes  
Revious – Yes  
Strickland – Yes
- Resolution #38-17** Trustee Strickland made a motion to adopt the Resolution #38-17: allowing for the procurement of computer equipment from CDW Government LLC utilizing a piggyback bid issued by Monterey County Office of Education. Trustee Hernandez seconded; motion carried 4-0:  
Garcia – Yes  
Hernandez – Yes  
Revious – Yes  
Strickland – Yes
- Citizens' Oversight committee** Trustee Strickland made a motion to appointment of the Citizens' Oversight Committee. Trustee Revious seconded; motion carried 4-0:  
Garcia – Yes  
Hernandez – Yes  
Revious – Yes  
Strickland – Yes
- Adjournment** There being no further business, President Garcia adjourned the meeting at 5:44 p.m.  
  
Respectfully submitted,  
  
Joy C. Gabler,  
Secretary to the Board of Trustees

Approved:

\_\_\_\_\_  
Robert Garcia, President

\_\_\_\_\_  
Lupe Hernandez, Clerk

## HANFORD ELEMENTARY SCHOOL DISTRICT

## AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Kristina Baldwin



DATE: July 31, 2017

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

FOR: ☐ Information  
☒ Action

Date you wish to have your item considered: August 9, 2017

ITEM: Kula Foundation/Red Robin Donation--\$12.78

PURPOSE: General Fund/Instructional Supplies

FISCAL IMPACT: \$12.78

RECOMMENDATIONS: Approve Donation

## HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Joy C. Gabler

FROM: Jennifer Pitkin

DATE: 8/3/2017

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

FOR: ☐ Information  
☒ Action

Date you wish to have your item considered: August 9, 2017

**ITEM:** School supply donation

**PURPOSE:** Accept school supply donation from Hanford PD

**FISCAL IMPACT:**

**RECOMMENDATIONS:** Action



## HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Board of Trustees

FROM: Joy C. Gabler

DATE: July 31, 2017

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

FOR: ☒ Information  
☐ Action

Date you wish to have your item considered: August 9, 2017

**ITEM:** Quarterly report (4/1/17 – 6/31/17) regarding Williams Uniform Complaints. The types of complaints covered in the Williams Uniform Complaint Procedures are:

1. Instructional Materials - Sufficient textbooks and instructional materials
2. Facilities – conditions that pose an emergency or urgent threat to the health or safety of students or staff
3. Teacher vacancy or misassignment

**PURPOSE:** To comply with the requirements Education Code 35186, the Superintendent shall report summarized data on the nature and resolution of all Williams Uniform Complaints to the Board and the County Superintendent of Schools on a quarterly basis.

For the forth quarter of 2016-17 school year there were no Williams Uniform Complaints filed.

**FISCAL IMPACT:** None

**RECOMMENDATIONS:** None

Andrea Perez  
Kings County Office of Education  
Williams Compliance Technician  
(559)589-7078  
Andrea.perez@kingscoe.org

**HANFORD ELEMENTARY SCHOOL DISTRICT**  
**AGENDA REQUEST FORM**

TO: Joy Gabler

FROM: Doug Carlton

DATE: July 5, 2017

For: ☒ Board Meeting  
☐ Superintendent's Cabinet

For: ☒ Information  
☐ Action

Date you wish to have your item considered: August 9, 2017

**ITEM:** Receive for information, the LEA submission to the California School Dashboard for State Priority 6, School Climate.

**PURPOSE:** The local educational agency administers a local climate survey at least every other year that provides a valid measure of perceptions of school safety and connectedness, such as the California Healthy Kids Survey, to students in at least one grade within the grade span(s) that the local educational agency serves (e.g., K-5, 6-8, 9-12), and reports the results to its local governing board at a regularly scheduled meeting of the local governing board and to stakeholders and the public through the evaluation rubrics.

**Fiscal Impact:** Requirement of the Local Control Accountability Plan

**RECOMMENDATION:** Receive for information, the LEA submission to the California School Dashboard for State Priority 6, School Climate.

[Home](#) / [Hanford Elementary - Kings](#) / Local Data Submitted for Priority 6 (Local Climate Survey)

## Local Data Submitted for Priority 6 (Local Climate Survey)

### Hanford Elementary - Kings County

Enrollment: 5,489

Socioeconomically Disadvantaged: 83%

English Learners: 25%

Foster Youth: N/A

Grade Span: K-8

Reporting Year: Spring 2017



Charter School: No

[Equity Report](#)[Status and Change Report](#)[Detailed Reports](#)[Student Group Report](#)

### School Climate (Priority 6)

This page displays the information submitted by the local educational agency on the local performance indicator for school climate (Priority 6).

Standard: Local educational agency administers a local climate survey at least every other year that provides a valid measure of perceptions of school safety and connectedness, such as the California Healthy Kids Survey, to students in at least one grade within the grade span(s) that the local educational agency serves (e.g., K-5, 6-8, 9-12), and reports the results to its local governing board at a regularly scheduled meeting of the local governing board and to stakeholders and the public through the evaluation rubrics.

The local educational agency was asked to provide a narrative summary of the local administration and analysis of a local climate survey that captures a valid measure of student perceptions of school safety and connectedness in at least one grade within the grade span (e.g., K-5, 6-8, 9-12).

**[LEA Submission]** HESD administered the California Healthy Kids Survey in 2015-2016. Results are summarized as follows: Key Indicators of School Climate and Student Well-Being School Connectedness--High--66% Academic Motivation--High--51% High Expectations--High--67% Feel Safe at School--78% Students Treated with Respect--86%

Questions or comments? Send them to [icrh@cde.ca.gov](mailto:icrh@cde.ca.gov) (<mailto:icrh@cde.ca.gov>)

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## HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Joy C. Gabler

FROM: David Endo

DATE: 07/31/2017

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

FOR: ☒ Information  
☐ Action

Date you wish to have your item considered: 08/09/2017

**ITEM:**

Receive for information monthly financial reports for the period of 07/01/2017-07/31/2017.

**PURPOSE:**

Attached are financial summaries for all of the District's funds for the period of 07/01/2017-07/31/2017.

**FISCAL IMPACT:**

The financial reports are informational only.

**RECOMMENDATIONS:**

Receive the monthly financial reports for the period of 07/01/2017-07/31/2017.

13 Hanford Elementary School District  
Fiscal Year: 2018  
Requested by dendo

# Fiscal Position Report

July 2017

7/31/2017 11:42:07AM

Fund: 0100 General Fund

		July Amount	YTD Amount	Revised Budget	% of Budget	% Remain
<b>BEGINNING BALANCE</b>						
Net Beginning Balance	9791-9795		\$0.00	\$8,869,574.94		
<b>REVENUES</b>						
1) LCFF Sources	8010-8099	\$2,455,580.94	\$2,455,580.94	\$52,536,587.00	4.67	95.33
2) Federal Revenues	8100-8299	\$0.00	\$0.00	\$3,117,059.00	0.00	100.00
3) Other State Revenues	8300-8599	\$0.00	\$0.00	\$4,321,794.00	0.00	100.00
4) Other Local Revenues	8600-8799	\$80,515.58	\$80,515.58	\$2,073,346.00	3.88	96.12
<b>5) Total, Revenues</b>		<b>\$2,536,096.52</b>	<b>\$2,536,096.52</b>	<b>\$62,048,786.00</b>	<b>4.09</b>	<b>95.91</b>
<b>EXPENDITURES</b>						
1) Certificated Salaries	1000-1999	\$200,928.35	\$200,928.35	\$26,452,112.00	0.76	99.24
2) Classified Salaries	2000-2999	\$480,091.39	\$480,091.39	\$10,424,580.00	4.61	95.39
3) Employee Benefits	3000-3999	\$245,550.33	\$245,550.33	\$15,692,942.00	1.56	98.44
4) Books and Supplies	4000-4999	\$116,323.37	\$116,323.37	\$3,866,132.75	3.01	96.99
5) Services, Oth Oper Exp	5000-5999	\$519,345.72	\$519,345.72	\$3,494,803.01	14.86	85.14
6) Capital Outlay	6000-6999	\$0.00	\$0.00	\$452,988.67	0.00	100.00
7) Other Outgo(excl. 7300`s)	7100-7499	\$33,050.00	\$33,050.00	\$1,313,762.00	2.52	97.48
8) Direct/Indirect Support	7300-7399	\$0.00	\$0.00	(\$334,000.00)	0.00	100.00
<b>9) Total Expenditures</b>		<b>\$1,595,289.16</b>	<b>\$1,595,289.16</b>	<b>\$61,363,320.43</b>	<b>2.60</b>	<b>97.40</b>
<b>OTHER FINANCING SOURCES/USES</b>						
1) Transfers						
B) Transfers Out	7610-7629	\$0.00	\$0.00	\$0.00	0.00	100.00
3) Contributions	8980-8999	\$0.00	\$0.00	\$0.00	0.00	100.00
<b>4) Total, Other Financing Sources/Uses</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0.00</b>	<b>100.00</b>
<b>NET INCREASE (DECREASE) IN FUND BALANCE</b>		<b>\$940,807.36</b>	<b>\$940,807.36</b>	<b>\$685,465.57</b>		
<b>ENDING FUND BALANCE</b>			<b>\$940,807.36</b>	<b>\$9,555,040.51</b>		

13 Hanford Elementary School District  
Fiscal Year: 2018  
Requested by dendo

# Fiscal Position Report

July 2017

7/31/2017 11:42:07AM

Fund: 0900 Charter Schools Fund

		July Amount	YTD Amount	Revised Budget	% of Budget	% Remain
<b>BEGINNING BALANCE</b>						
Net Beginning Balance	9791-9795		\$0.00	\$231,045.13		
<b>REVENUES</b>						
1) LCFF Sources	8010-8099	\$161,255.00	\$161,255.00	\$3,710,342.00	4.35	95.65
3) Other State Revenues	8300-8599	\$0.00	\$0.00	\$207,396.00	0.00	100.00
4) Other Local Revenues	8600-8799	\$0.00	\$0.00	\$9,350.89	0.00	100.00
<b>5) Total, Revenues</b>		<b>\$161,255.00</b>	<b>\$161,255.00</b>	<b>\$3,927,088.89</b>	<b>4.11</b>	<b>95.89</b>
<b>EXPENDITURES</b>						
1) Certificated Salaries	1000-1999	\$0.00	\$0.00	\$1,691,084.00	0.00	100.00
3) Employee Benefits	3000-3999	\$0.00	\$0.00	\$691,243.00	0.00	100.00
4) Books and Supplies	4000-4999	\$2,267.11	\$2,267.11	\$132,963.57	1.71	98.29
5) Services, Oth Oper Exp	5000-5999	\$15,349.72	\$15,349.72	\$1,262,462.00	1.22	98.78
6) Capital Outlay	6000-6999	\$0.00	\$0.00	\$5,010.00	0.00	100.00
8) Direct/Indirect Support	7300-7399	\$0.00	\$0.00	\$185,000.00	0.00	100.00
<b>9) Total Expenditures</b>		<b>\$17,616.83</b>	<b>\$17,616.83</b>	<b>\$3,967,762.57</b>	<b>0.44</b>	<b>99.56</b>
<b>OTHER FINANCING SOURCES/USES</b>						
1) Transfers						
B) Transfers Out	7610-7629	\$0.00	\$0.00	\$0.00	0.00	100.00
3) Contributions	8980-8999	\$0.00	\$0.00	\$0.00	0.00	100.00
<b>4) Total, Other Financing Sources/Uses</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0.00</b>	<b>100.00</b>
<b>NET INCREASE (DECREASE) IN FUND BALANCE</b>		<b>\$143,638.17</b>	<b>\$143,638.17</b>	<b>(\$40,673.68)</b>		
<b>ENDING FUND BALANCE</b>			<b>\$143,638.17</b>	<b>\$190,371.45</b>		



13 Hanford Elementary School District  
Fiscal Year: 2018  
Requested by dendo

# Fiscal Position Report

July 2017

7/31/2017 11:42:07AM

Fund: 1300 Cafeteria Fund

		July Amount	YTD Amount	Revised Budget	% of Budget	% Remain
<b>BEGINNING BALANCE</b>						
Net Beginning Balance	9791-9795		\$0.00	\$1,179,408.00		
<b>REVENUES</b>						
2) Federal Revenues	8100-8299	\$0.00	\$0.00	\$2,930,549.00	0.00	100.00
3) Other State Revenues	8300-8599	\$0.00	\$0.00	\$207,776.00	0.00	100.00
4) Other Local Revenues	8600-8799	\$0.00	\$0.00	\$343,000.00	0.00	100.00
<b>5) Total, Revenues</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$3,481,325.00</b>	<b>0.00</b>	<b>100.00</b>
<b>EXPENDITURES</b>						
2) Classified Salaries	2000-2999	\$33,437.38	\$33,437.38	\$1,067,493.00	3.13	96.87
3) Employee Benefits	3000-3999	\$10,908.11	\$10,908.11	\$451,885.00	2.41	97.59
4) Books and Supplies	4000-4999	\$0.00	\$0.00	\$1,816,803.00	0.00	100.00
5) Services, Oth Oper Exp	5000-5999	\$61.00	\$61.00	(\$15,988.00)	(0.38)	100.38
6) Capital Outlay	6000-6999	\$0.00	\$0.00	\$35,000.00	0.00	100.00
8) Direct/Indirect Support	7300-7399	\$0.00	\$0.00	\$149,000.00	0.00	100.00
<b>9) Total Expenditures</b>		<b>\$44,406.49</b>	<b>\$44,406.49</b>	<b>\$3,504,193.00</b>	<b>1.27</b>	<b>98.73</b>
<b>NET INCREASE (DECREASE) IN FUND BALANCE</b>		<b>(\$44,406.49)</b>	<b>(\$44,406.49)</b>	<b>(\$22,868.00)</b>		
<b>ENDING FUND BALANCE</b>			<b>(\$44,406.49)</b>	<b>\$1,156,540.00</b>		

13 Hanford Elementary School District  
Fiscal Year: 2018  
Requested by dendo

Fiscal Position Report  
July 2017

7/31/2017 11:42:07AM

Fund: 1400 Deferred Maintenance Fund

		July Amount	YTD Amount	Revised Budget	% of Budget	% Remain
<b>BEGINNING BALANCE</b>						
Net Beginning Balance	9791-9795		\$0.00	\$0.00		
<b>REVENUES</b>						
1) LCFF Sources	8010-8099	\$0.00	\$0.00	\$300,000.00	0.00	100.00
4) Other Local Revenues	8600-8799	\$0.00	\$0.00	\$1,200.00	0.00	100.00
5) Total, Revenues		\$0.00	\$0.00	\$301,200.00	0.00	100.00
<b>EXPENDITURES</b>						
5) Services, Oth Oper Exp	5000-5999	\$0.00	\$0.00	\$101,200.00	0.00	100.00
6) Capital Outlay	6000-6999	\$0.00	\$0.00	\$200,000.00	0.00	100.00
9) Total Expenditures		\$0.00	\$0.00	\$301,200.00	0.00	100.00
<b>NET INCREASE (DECREASE) IN FUND BALANCE</b>		\$0.00	\$0.00	\$0.00		
<b>ENDING FUND BALANCE</b>			\$0.00	\$0.00		

Fiscal Position Report  
July 2017

Fund: 1500 Pupil Transportation Equip

		July Amount	YTD Amount	Revised Budget	% of Budget	% Remain
<b>BEGINNING BALANCE</b>						
Net Beginning Balance	9791-9795		\$0.00	\$46,905.63		
<b>REVENUES</b>						
4) Other Local Revenues	8600-8799	\$0.00	\$0.00	\$500.00	0.00	100.00
5) Total, Revenues		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$500.00</b>	<b>0.00</b>	<b>100.00</b>
<b>NET INCREASE (DECREASE) IN FUND BALANCE</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$500.00</b>		
<b>ENDING FUND BALANCE</b>			<b>\$0.00</b>	<b>\$47,405.63</b>		

Fiscal Position Report  
July 2017

Fund: 2000 SPECIAL RESERVE FUND FOR OTHER I

		July Amount	YTD Amount	Revised Budget	% of Budget	% Remain
<b>BEGINNING BALANCE</b>						
Net Beginning Balance	9791-9795		\$0.00	\$1,566,920.03		
<b>REVENUES</b>						
4) Other Local Revenues	8600-8799	\$0.00	\$0.00	\$19,000.00	0.00	100.00
5) Total, Revenues		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$19,000.00</b>	<b>0.00</b>	<b>100.00</b>
<b>OTHER FINANCING SOURCES/USES</b>						
1) Transfers						
A) Transfers In	8910-8929	\$0.00	\$0.00	\$0.00	0.00	100.00
4) Total, Other Financing Sources/Uses		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0.00</b>	<b>100.00</b>
<b>NET INCREASE (DECREASE) IN FUND BALANCE</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$19,000.00</b>		
<b>ENDING FUND BALANCE</b>			<b>\$0.00</b>	<b>\$1,585,920.03</b>		

Fiscal Position Report  
July 2017

Fund: 2100 Building Fund-Local

		July Amount	YTD Amount	Revised Budget	% of Budget	% Remain
<b>BEGINNING BALANCE</b>						
Net Beginning Balance	9791-9795		\$0.00	\$8,700,000.00		
<b>REVENUES</b>						
4) Other Local Revenues	8600-8799	\$0.00	\$0.00	\$44,000.00	0.00	100.00
5) Total, Revenues		\$0.00	\$0.00	\$44,000.00	0.00	100.00
<b>EXPENDITURES</b>						
6) Capital Outlay	6000-6999	\$45,675.00	\$45,675.00	\$6,450,000.00	0.71	99.29
9) Total Expenditures		\$45,675.00	\$45,675.00	\$6,450,000.00	0.71	99.29
NET INCREASE (DECREASE) IN FUND BALANCE		<u>(\$45,675.00)</u>	<u>(\$45,675.00)</u>	<u>(\$6,406,000.00)</u>		
ENDING FUND BALANCE			<u><u>(\$45,675.00)</u></u>	<u><u>\$2,294,000.00</u></u>		

Fiscal Position Report  
July 2017

Fund: 2500 CapitalFacilities Fund

		July Amount	YTD Amount	Revised Budget	% of Budget	% Remain
<b>BEGINNING BALANCE</b>						
Net Beginning Balance	9791-9795		\$0.00	\$734,194.05		
<b>REVENUES</b>						
4) Other Local Revenues	8600-8799	\$0.00	\$0.00	\$267,000.00	0.00	100.00
5) Total, Revenues		\$0.00	\$0.00	\$267,000.00	0.00	100.00
<b>EXPENDITURES</b>						
5) Services, Oth Oper Exp	5000-5999	\$0.00	\$0.00	\$257,328.00	0.00	100.00
6) Capital Outlay	6000-6999	\$9,116.25	\$9,116.25	\$0.00	0.00	100.00
9) Total Expenditures		\$9,116.25	\$9,116.25	\$257,328.00	3.54	96.46
NET INCREASE (DECREASE) IN FUND BALANCE		<u>(\$9,116.25)</u>	<u>(\$9,116.25)</u>	<u>\$9,672.00</u>		
ENDING FUND BALANCE			<u><u>(\$9,116.25)</u></u>	<u><u>\$743,866.05</u></u>		

Fiscal Position Report  
July 2017

Fund: 4000 Special Reserve - Capital Outlay

		July Amount	YTD Amount	Revised Budget	% of Budget	% Remain
<b>BEGINNING BALANCE</b>						
Net Beginning Balance	9791-9795		\$0.00	\$2,468,811.51		
<b>REVENUES</b>						
4) Other Local Revenues	8600-8799	\$0.00	\$0.00	\$9,000.00	0.00	100.00
5) Total, Revenues		\$0.00	\$0.00	\$9,000.00	0.00	100.00
<b>EXPENDITURES</b>						
6) Capital Outlay	6000-6999	\$0.00	\$0.00	\$0.00	0.00	100.00
9) Total Expenditures		\$0.00	\$0.00	\$0.00	0.00	100.00
NET INCREASE (DECREASE) IN FUND BALANCE		\$0.00	\$0.00	\$9,000.00		
ENDING FUND BALANCE			\$0.00	\$2,477,811.51		

Fiscal Position Report  
July 2017

Fund: 6720 Self-Insurance/Other

		July Amount	YTD Amount	Revised Budget	% of Budget	% Remain
<b>BEGINNING BALANCE</b>						
Net Beginning Balance	9791-9795		\$0.00	\$429,142.82		
<b>REVENUES</b>						
4) Other Local Revenues	8600-8799	\$7,964.68	\$7,964.68	\$655,668.00	1.21	98.79
5) Total, Revenues		<b>\$7,964.68</b>	<b>\$7,964.68</b>	<b>\$655,668.00</b>	<b>1.21</b>	<b>98.79</b>
<b>EXPENDITURES</b>						
5) Services, Oth Oper Exp	5000-5999	\$74,365.60	\$74,365.60	\$624,944.00	11.90	88.10
9) Total Expenditures		<b>\$74,365.60</b>	<b>\$74,365.60</b>	<b>\$624,944.00</b>	<b>11.90</b>	<b>88.10</b>
NET INCREASE (DECREASE) IN FUND BALANCE		<u>(\$66,400.92)</u>	<u>(\$66,400.92)</u>	<u>\$30,724.00</u>		
ENDING FUND BALANCE			<u><u>(\$66,400.92)</u></u>	<u><u>\$459,866.82</u></u>		



## HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Board of Trustees

FROM: Joy C. Gabler

DATE: 07/31/17

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

FOR: ☒ Information  
☐ Action

Date you wish to have your item considered: 08/09/17

**ITEM:** Receive the following revised Board Policy for information:

- BP 0200 – Goals for the District

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

**FISCAL IMPACT:** None

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

# Hanford ESD

## Board Policy

### Goals For The School District

BP 0200

#### Philosophy, Goals, Objectives and Comprehensive Plans

As part of the Governing Board's responsibility to set direction for the school district, the Board shall adopt long-term goals focused on the achievement of all district students. The district's goals shall be aligned with the district's vision, mission, philosophy, and priorities.

(cf. 0000 - Vision)

(cf. 0100 - Philosophy)

(cf. 9000 - Role of the Board)

In developing goals and identifying strategies to achieve those goals, the Board and Superintendent shall solicit input and review from key stakeholders. The Board shall also review and consider quantitative and/or qualitative data, including data disaggregated by student subgroup and school site, to ensure that district goals are aligned with student needs.

Goals shall be established for all students and each numerically significant subgroup as defined in Education Code 52052, which may include ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, ~~and~~ foster youth, and homeless students and shall address each of the state priorities identified in Education Code 52060 and any additional local priorities established by the Board. These goals shall be incorporated into the district's local control and accountability plan (LCAP). (Education Code 52060, 52062, 52063; 5 CCR 15497.5)

(cf. 0460 - Local Control and Accountability Plan)

(cf. 3553 - Free and Reduced Price Meals)

(cf. 6159 - Individualized Education Program)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6174 - Education for English Language Learners)

The LCAP shall include a clear description of each goal, one or more of the state or local priorities addressed by the goal, any student subgroup(s) or school site(s) to which the goal is applicable, and expected progress toward meeting the goal for the term of the LCAP and in each year. (5 CCR 15497)

Each year the district's update to the LCAP shall review progress toward the goals and describe any changes to the goals. (Education Code 52060-52061)

(cf. 0500 - Accountability)

(cf. 6190 - Evaluation of the Instructional Program)

In addition to the goals identified in the LCAP, and consistent with those goals, the district and each school site may establish goals for inclusion in another district or school plan or for any other purpose. Such goals may address the improvement of governance, leadership, fiscal integrity, facilities, community involvement and collaboration, student wellness and other conditions of children, and/or any other areas of district or school operations. As appropriate, each goal shall include benchmarks or short-term objectives that can be used to determine progress toward meeting the goal.

(cf. 0400 - Comprehensive Plans)  
 (cf. 0420 - School Plans/Site Councils)  
 (cf. 0440 - District Technology Plan)  
 (cf. 5030 - Student Wellness)  
 (cf. 6171 - Title I Programs)  
 (cf. 7110 - Facilities Master Plan)

#### Legal Reference:

##### EDUCATION CODE

17002 State School Building Lease-Purchase Law, including definition of good repair  
 42238.01-42238.07 Local control funding formula  
 44258.9 County superintendent review of teacher assignment  
 51002 Local development of programs based on stated philosophy and goals  
 51020 Definition of goal  
 51021 Definition of objective  
 51041 Evaluation of the educational program  
 51210 Course of study for grades 1-6  
 51220 Course of study for grades 7-12  
 52050-52059 Public Schools Accountability Act, especially:  
 52052 Academic Performance Index; numerically significant student subgroups  
 52060-52077 Local control and accountability plan  
 60119 Sufficiency of textbooks and instructional materials; hearing and resolution  
 64000-64001 Consolidated application process

##### CODE OF REGULATIONS, TITLE 5

15497 Local control and accountability plan template

##### UNITED STATES CODE, TITLE 20

6311 Accountability, adequate yearly progress  
 6312 Local educational agency plan

#### Management Resources:

##### CSBA PUBLICATIONS

State Priorities for Funding: The Need for Local Control and Accountability Plans, Fact Sheet, August 2013

##### WEB SITES

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

Policy HANFORD ELEMENTARY SCHOOL DISTRICT

adopted: September 19, 2001 Hanford, California

revised: September 9, 2015

revised:

## HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Board of Trustees

FROM: Joy C. Gabler

DATE: 07/31/17

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

FOR: ☒ Information  
☐ Action

Date you wish to have your item considered: 08/09/17

**ITEM:** Receive the following revised Board Bylaw for information:

- BB 9222 - Resignation

**PURPOSE:** The following Board Bylaw 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:** Consider for adoption at the next public Board Meeting.

# Hanford ESD

## Board Bylaw

### Resignation

BB 9222

### Board Bylaws

~~A Board of Trustees member who wishes to resign may do so by filing a written resignation with the County Superintendent of Schools. (Education Code 5090)~~

A member of the Governing Board who wishes to resign from the Board shall file a written resignation with the County Superintendent of Schools. (Education Code 5090)

The resigning Board member shall also notify the Board and give a copy of his/her written resignation to the Board secretary.

The ~~written~~ resignation ~~is~~shall become effective when filed with the County Superintendent, except when a deferred effective date is specified in the resignation. ~~(Education Code 5090)~~

A ~~board~~Board member may not defer the effective date of his/her resignation for more than 60 days after filing he/she files the resignation with the County Superintendent. (Education Code 5090, 5091)

~~A~~Once filed, a written resignation, whether specifying a deferred effective date or otherwise, shall be irrevocable ~~upon being filed.~~ (Education Code 5090)

~~Upon resignation, the~~A Board member ~~may~~who tenders his/her resignation with a deferred effective date shall, until the effective date of the resignation, continue to exercise all ~~his/her~~the powers, ~~save of the office, except that of voting~~he/she shall not have the right to vote for a his/her successor, ~~until the effective date of resignation.~~ in an action taken by the Board to make a provisional appointment. (Education Code 5091, 35178)

(cf. 9223 - Filling Vacancies)

A Board member who resigns shall file, within 30 days of leaving office, a revised Statement of Economic Interest/Form 700 covering the period of time between the closing date of the last statement required to be filed and the date he/she leaves office. (Government Code 87302, 87500)

(cf. 9270 - Conflict of Interest)

## Legal Reference:

## EDUCATION CODE

~~5090—Definition (vacancy)~~~~5091—Special Election~~5090-5095 Vacancies on the board

35178 Resignation with deferred effective date

1770 Vacancy on the board87300-87313 Conflict of interest code87500 Statement of economic interestsManagement Resources:CSBA PUBLICATIONSFilling a Board Vacancy, rev. December 2010WEB SITESCSBA: <http://www.csba.org>(7/84 9/89) 5/16

Bylaw HANFORD ELEMENTARY SCHOOL DISTRICT

adopted: September 19, 2001 Hanford, California

revised:

## HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Board of Trustees

FROM: Joy C. Gabler

DATE: 07/31/17

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

FOR: ☒ Information  
☐ Action

Date you wish to have your item considered: 08/09/17

**ITEM:** Receive the following revised Board Bylaw for information:

- BB 9320 – Meetings and Notices

**PURPOSE:** The following Board Bylaw 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:** Consider for adoption at the next public Board Meeting.



# Hanford ESD

## Board Bylaw

### Meetings And Notices

BB 9320

#### Board Bylaws

Meetings of the Governing Board ~~of Trustees~~ are conducted for the purpose of accomplishing district business.

~~A Board meeting exists whenever a majority of its members gather at the same time and place to hear, discuss or deliberate upon any item within the subject matter jurisdiction of the Board or district. (Government Code 54952.2)~~

In accordance with state open meeting laws, (Brown Act), the Board shall hold its meetings in public and shall conduct closed sessions during ~~thesesuch~~ meetings only ~~–as authorized by law.~~ To encourage community involvement in the schools, Board meetings shall provide opportunities for questions and comments by members of the public ~~and.~~ All meetings shall be conducted in accordance with law and ~~Board adopted the Board's~~ bylaws, policies, and administrative regulations.

(cf. 9321 - Closed Session Purposes and Agendas)–

(cf. 9321.1 - Closed Session Actions and Reports)–

(cf. 9322 - Agenda/Meeting Materials)–

(cf. 9323 - Meeting Conduct)–

~~Direct communication, personal intermediaries, and technological devices shall not be used by A Board meeting exists whenever a majority of Board members gather at the same time and place to hear, discuss, or deliberate upon any item within the subject matter jurisdiction of the Board or district. (Government Code 54952.2)~~

~~Meetings shall be held within district boundaries, except when otherwise allowed by law. (Government Code 54954)–~~

A majority of the Board shall not, outside of an authorized meeting, use a series of communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the Board. However, an employee or district official may engage in separate conversations with Board members in order to answer questions or provide information regarding an item within the subject matter jurisdiction of the Board, as long as that employee or district official does not communicate the comments or position of any Board members to other Board members. (Government Code 54952.2)

(cf. 9012 - Board Member Electronic Communications)

In order to help ensure the participation in the meeting by disabled individuals with disabilities at Board meetings, the Superintendent or designee shall provide appropriate disability-related accommodations or modifications upon request in accordance with the Americans with Disabilities Act. (Government Code 54953.2, 54954.1)

~~Meeting notices and agendas shall specify that an individual who requires disability-related accommodations or modifications, including auxiliary aids and services, in order to participate in the Board meeting should contact the Superintendent or designee in writing.~~

### Regular Meetings—

~~The Board shall normally hold two~~ The Board shall hold regular meeting(s) each month ~~during the school year. In the event that school district business requiring more immediate consideration arises during the period between regular meetings, the Superintendent and presiding officer may schedule a special meeting as set forth below. Meetings during the summer months will be scheduled as necessary.~~ Regular meetings shall ~~normally~~ be held at 5:30 p.m. on the ~~first and third Wednesdays~~ second and fourth Wednesdays of the month at the District Office Board Room.—

At least 72 hours prior to a regular meeting, the agenda shall be posted at one or more locations freely accessible to members of the public: and on the district's Internet web site. (Government Code 54954.2)—

~~If a fire, flood, earthquake or other emergency renders the regular meeting place unsafe, meetings may temporarily be held at a place designated by the president or designee, who shall so inform, by the most rapid available means of communication, all news media who have requested notice of special meetings. (Government Code 54954)—~~  
(cf. 1113 - District and School Web Sites)

Whenever agenda materials relating to an open session of a regular meeting are distributed to the Board less than 72 hours before the meeting, the Superintendent or designee shall make the materials available for public inspection at a public office or location designated for that purpose. (Government Code 54957.5)

(cf. 1340 - Access to District Records)

### Special Meetings

Special meetings of the Board may be called at any time by the presiding officer or a majority of the Board members. ~~(Government Code 54956). In addition, when necessary to insure timely action by the Board, However, a special meeting shall not be called regarding the salary, salary schedule, or other compensation of the Superintendent and presiding officer may jointly call for a special meeting.~~ assistant superintendent, or other management employee as described in Government Code 3511.1. (Government Code 54956)

(cf. 2121 - Superintendent's Contract)

Written notice of special meetings shall be delivered personally or by any other means to all Board members and the local media who have requested such notice in writing. The notice also shall be posted on the district's Internet web site. The notice shall be received at least 24 hours before the time of the meeting. The notice shall also be posted at least 24 hours before the meeting in a location freely accessible to the public. The notice shall specify the time and place of the meeting and the business to be transacted or discussed; ~~no~~. No other business shall be considered at ~~these meetings; this meeting.~~ (Education Code 35144; Government Code 54956)–

Any Board member may waive ~~a failure to receive~~ the 24-hour written notice requirement prior to the time of the meeting by filing a written waiver of notice with the clerk or secretary of the Board or by being present at the meeting; at the time it convenes. (Government Code 54956)

Every notice of a special meeting shall provide an opportunity for members of the public to directly address the Board concerning any item that has been described in the meeting notice, before or after ~~during~~ the item's consideration. (Government Code 54954.3)–

### Emergency Meetings

In the case of an emergency situation for which prompt action is necessary due to the disruption or threatened disruption of public facilities, the Board may hold an emergency meeting without complying with the 24-hour notice and/or ~~the~~ 24-hour posting requirement for special meetings pursuant to Government Code 54956. The Board shall comply with all other requirements for special meetings during an emergency meeting. ~~–(Government Code 54956.5)–~~

An emergency situation means either of the following: (Government Code 54956.5)

1. An emergency, which shall be defined as a work stoppage, crippling activity, or other activity ~~which~~ that severely impairs public health and/or ~~–safety~~ as safety as determined by a majority of the members of the Board–

(cf. 4141.6/4241.6 - Concerted Action/Work Stoppage)–

2. A dire emergency, which shall be defined as a crippling disaster, mass destruction, terrorist activity, or threatened terrorist act that poses peril so immediate and significant that requiring the Board to provide one-hour notice before holding an emergency meeting ~~under this section~~ may endanger the public health and/or safety as determined by a majority of the members of the Board.—

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

Except in the case of a dire emergency, the Board president or designee shall give notice of the emergency meeting by telephone at least one hour before the meeting to the local media ~~which~~ that have requested notice of special meetings. All telephone numbers provided by the

media in the most recent request for notification must be exhausted. If telephone services are not functioning, the notice requirement of one hour is waived and, as soon after the meeting as possible, the Board shall notify those media representatives of the meeting and shall describe the purpose of the meeting and any action taken by the Board. ~~(Government Code 54956.5)~~

In the case of a dire emergency, the Board president or designee shall give such notice at or near the time he/she notifies the other members of the Board about the meeting. (Government Code 54956.5)

The minutes of the meeting, a list of persons the Board president or designee notified or attempted to notify, a copy of the roll call vote, and any actions taken at the meeting shall be posted for at least 10 days in a public place as soon after the meeting as possible. (Government Code 54956.5)

#### Adjourned/Continued Meetings–

A majority vote by the Board may adjourn/continue any regular or special meeting to a later time and place that shall be specified in the order of adjournment. ~~–Less than a quorum of the Board may adjourn such a meeting. –If no Board members are present, the secretary or the clerk may declare the meeting adjourned to a later time and shall give notice in the same manner required for special meetings. (Government Code 54955)–~~

A~~Within 24 hours after the time of adjournment, a~~ copy of the order or notice of adjournment/continuance shall be conspicuously posted on or near the door of the place where the meeting was held ~~within 24 hours after the time of adjournment.~~ (Government Code 54955)

#### ~~Teleconferencing~~

~~A teleconference is a meeting of the Board in which Board members are in different locations, connected by electronic means, through either audio, video or both. (Government Code 54953)~~

~~The Board may use teleconferences for all purposes in connection with any meeting within the Board's subject matter jurisdiction. All votes taken during a teleconference meeting shall be by roll call. (Government Code 54953)~~

~~During the teleconference, at least a quorum of the members of the Board shall participate from locations within district boundaries. (Government Code 54953)~~

~~Agendas shall be posted at all teleconference locations and shall list all teleconference locations whenever they are posted elsewhere. Additional teleconference locations may be provided to the public. (Government Code 54953)~~

~~All teleconferenced meetings shall be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the Board, including the right of the public to address the Board directly at each teleconference location. (Government Code~~

~~54953)-~~

~~All Board policies, administrative regulations and bylaws shall apply equally to meetings that are teleconferenced. The Superintendent or designee shall facilitate public participation in the meeting at each teleconference location.~~

#### Study Sessions, Retreats, Public Forums, and Discussion Meetings

The Board may occasionally convene a study session or public forum to study an issue in more detail or to receive information from staff or feedback from members of the public.—

The Board may also convene a retreat or discussion meeting to discuss Board roles and relationships.

(cf. 2000 - Concepts and Roles)

(cf. 2111 - Superintendent Governance Standards)

(cf. 9000 - Role of the Board)

(cf. 9005 - Governance Standards)

(cf. 9400 - Board Self-Evaluation)

Public notice shall be given in accordance with law when a quorum of the Board is attending a study session, retreat, public forum, or discussion meeting. All such meetings shall comply with the Brown Act and shall be held in open session and within district boundaries. ~~No-~~  
~~action~~Action items shall not be included on the agenda for these meetings.

#### Other Gatherings—

Attendance by a majority of ~~the~~ Board members at any of the following events is not subject to ~~state open meeting laws~~the Brown Act provided that a majority of the Board members do not discuss specific district business among themselves other than as part of the scheduled program: (Government Code 54952.2)

1. A conference or similar public gathering open to the public that involves a discussion of issues of general interest to the public or to school ~~boards~~board members
2. An open, publicized meeting organized by a person or organization other than the district to address a topic of local community concern—
3. An open and noticed meeting of another body of the district
4. An open and noticed meeting of a legislative body of another local agency—
5. A purely social or ceremonial occasion—
6. An open and noticed meeting of a standing committee of the Board, provided that the Board members who are not members of the standing committee attend only as observers—

(cf. 9130 - Board Committees)-

Individual contacts or conversations between a Board member and any other person are not subject to the Brown Act. (Government Code 54952.2)-

#### Location of Meetings

Meetings shall not be held in a facility that ~~is accessible to all persons~~ prohibits the admittance of any person on the basis of ancestry or any characteristic listed in Government Code 11135, including disabled persons, without charge, but not limited to, religion, sex, or sexual orientation. In addition, meetings shall not be held in a facility which is inaccessible to individuals with disabilities or where members of the public must make a payment or purchase in order to be admitted. (Government Code 54961)-

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

Meetings shall be held within district boundaries, except to do any of the following: (Government Code 54954)-

1. Comply with state or federal law or court order or attend a judicial or administrative proceeding to which the district is a party-
2. Inspect real or personal property which cannot conveniently be brought into the district, provided that the topic of the meeting is limited to items directly related to the property-
3. Participate in meetings or discussions of ~~multi-agency~~ multiagency significance, provided these meetings are held within one of the other agencies' boundaries, with all participating agencies giving the notice required by law-
4. Meet in the closest meeting facility if the district has no meeting facility within its boundaries or if its principal office is located outside the district-
5. Meet with elected or appointed state or federal officials when a local meeting would be impractical, solely to discuss legislative or regulatory issues affecting the district over which the state or federal officials have jurisdiction-
6. Meet in or near a facility owned by the district but located outside the district, provided the meeting agenda is limited to items directly related to that facility-
7. Visit the office of the district's legal counsel for a closed session on pending litigation, when doing so would reduce legal fees or costs-
8. Attend conferences on nonadversarial collective bargaining techniques-
9. Interview residents of another district regarding the Board's potential employment of an

applicant for Superintendent of the district-

10. Interview a potential employee from another district-

Meetings exempted from the boundary requirements, as specified in items #1-10 above, shall still be subject to the notice and open meeting requirements for regular and special meetings when a quorum of the Board attends the meeting.-

If a fire, flood, earthquake, or other emergency renders the regular meeting place unsafe, meetings shall be held for the duration of the emergency at a place designated by the Board president or designee, who shall so inform, ~~by the most rapid available means of communication~~, all news media who have requested notice of special meetings: by the most rapid available means of communication. (Government Code 54954)

### Teleconferencing

A teleconference is a meeting of the Board in which Board members are in different locations, connected by electronic means ~~through audio and/or video.~~ (Government Code 54953)

The Board may use teleconferences for all purposes in connection with any meeting within the Board's subject matter jurisdiction. All votes taken during a teleconference meeting shall be by roll call. (Government Code 54953)

During the teleconference, at least a quorum of the members of the Board shall participate from locations within district boundaries. (Government Code 54953)

Agendas shall be posted at all teleconference locations and shall list all teleconference locations whenever they are posted elsewhere. Additional teleconference locations may be provided to the public. (Government Code 54953)

All teleconference locations shall be accessible to the public. All teleconferenced meetings shall be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the Board, including the right of the public to address the Board directly at each teleconference location. (Government Code 54953)

All Board policies, administrative regulations, and bylaws shall apply equally to meetings that are teleconferenced. The Superintendent or designee shall facilitate public participation in the meeting at each teleconference location.

### Legal Reference:

#### EDUCATION CODE

- 35140 Time and place of meetings
- 35143 Annual organizational meeting, date, and notice
- 35144 Special meeting
- 35145 Public meetings



35145.5 Agenda; public participation; regulations

35146 Closed sessions

35147 \_Open meeting law exceptions and applications

## GOVERNMENT CODE

### 3511.1 Local agency executives

#### 11135 State programs and activities, discrimination

54950-54963 The Ralph M. Brown Act, especially:

54953 Meetings to be open and public; attendance

#### 54953.2 Compliance with Americans with Disabilities Act

54954 Time and place of regular meetings

#### 54954.1 Mailed notices

54954.2 Agenda posting requirements, board actions

54956 Special meetings; call; notice

54956.5 Emergency meetings-

#### 54957.5 Agenda distribution

#### 54961 Prohibition on use of certain facilities

UNITED STATES CODE, TITLE 42

12101-12213 \_Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 28

35.160 Effective communications

36.303 Auxiliary aids and services

## COURT DECISIONS

216 Sutter Bay Associates Wolfe v. County City of Sutter (1997) 58 Fremont, (2006) 144 Cal.App. 4th 860 544

## ATTORNEY GENERAL OPINIONS

88 Ops.Cal.Atty.Gen. 218 (2005)

84 Ops.Cal.Atty.Gen. 181 (2001)

84 Ops.Cal.Atty.Gen. 30 (2001)

79 Ops.Cal.Atty.Gen. 69 (1996)

78 Ops.Cal.Atty.Gen. 327 (1995)

## Management Resources:

### CSBA PUBLICATIONS

The Brown Act: School Boards and Open Meeting Laws, rev. 2005 2009

### ATTORNEY GENERAL INSTITUTE FOR LOCAL GOVERNMENT PUBLICATIONS

The ABCs of Open Government Laws

### LEAGUE OF CALIFORNIA CITIES PUBLICATIONS

Open and Public IV: A Guide to the Ralph M. Brown Act: Open Meetings for Legislative Bodies, 2003, 2nd Ed., 2010

### WEB SITES

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

#### CSBA, Agenda Online:

<http://www.csba.org/Services/Services/GovernanceTechnology/AgendaOnline.aspx>

California Attorney General's Office: <http://www.caag.stateag.ca.usgov>



Bylaw HANFORD ELEMENTARY SCHOOL DISTRICT

adopted: October 21, 1998 Hanford, California

revised: August 20, 2003

revised: May 19, 2004

revised: October 4, 2006

revised:

## HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Board of Trustees

FROM: Joy C. Gabler

DATE: 07/31/17

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

FOR: ☒ Information  
☐ Action

Date you wish to have your item considered: 08/09/17

**ITEM:** Receive the following revised Board Bylaw for information:

- BB 9321 – Closed Session Purposes and Agendas

**PURPOSE:** The following Board Bylaw 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:** Consider for adoption at the next public Board Meeting.

# Hanford ESD

## Board Bylaw

### Closed Session Purposes And Agendas

BB 9321

#### Board Bylaws

~~The Board~~The Governing Board is committed to complying with state open meeting laws and modeling transparency in its conduct of district business. The Board shall hold closed sessions only for purposes ~~identified in~~ authorized by law. ~~The Board may hold a~~A closed session ~~at any time may be held~~ during a regular ~~or~~, special ~~meeting and during~~, or emergency ~~meetings~~meeting in accordance with law. ~~—(Government Code 54956.5, 54957.7, 54962)~~

Each agenda shall contain a general description of each closed session item to be discussed at the meeting, as required by law. (Government Code 54954.2)

(cf. 9320 - Meetings and Notices)

(cf. 9322 - Agenda/Meeting Materials)

~~The agenda shall contain a brief general description of all closed session items to be discussed.—  
(Government Code 54954.2)~~

The Board shall ~~announced~~disclose in open ~~meeting~~session the items to be discussed in closed session. In the closed session, the Board may consider only those matters covered in its statement. ~~(Government Code 54957.7)~~ After the closed session, the Board shall reconvene in open session before adjourning the meeting, and when applicable, shall disclose any action taken in the closed session, in the manner prescribed by Government Code 54957.1. (Government Code 54957.7)

~~(cf. No agenda, notice, announcement or report required by the Brown Act need identify—  
any~~9321.1 - Closed Session Actions and Reports)

The Board shall not disclose any information that is protected by state or federal law. In addition, no victim or alleged victim of tortious sexual conduct or child abuse shall be identified in any Board agenda, notice, announcement, or report required by the Brown Act, unless the identity of the person has previously been publicly disclosed. (Government Code 54957.7, 54961)

~~In accordance with law, a~~(cf. 1340 - Access to District Records)

A Board member shall not disclose confidential information received in a closed session unless the Board authorizes the disclosure of that information. (Government Code 54963)

(cf. 9011 - Disclosure of Confidential/Privileged Information)

## Personnel Matters

The Board may hold a closed session under the "personnel exception" to consider the appointment, employment, evaluation of performance, discipline, or dismissal of an employee. Such a closed session shall not include discussion or action on proposed compensation except for a reduction of compensation that results from the imposition of discipline. (Government Code 54957)

(cf. 2140 - Evaluation of the Superintendent)  
 (cf. 4115 - Evaluation/Supervision)  
 (cf. 4118 - Suspension/Disciplinary Action)  
 (cf. 4215 - Evaluation/Supervision)  
 (cf. 4218 - Dismissal/Suspension/Disciplinary Action)  
 (cf. 4315 - Evaluation/Supervision)

The Board may also hold a closed session to hear complaints or charges brought against an employee by another person or employee, unless the employee requests an open session. Before the Board holds a closed session on specific complaints or charges brought against an employee, the employee shall receive written notice of his/her right to have the complaints or charges heard in open session if desired. This notice shall be delivered personally or by mail at least 24 hours before the time of the session. (Government Code 54957)

(cf. 1312.1 - Complaints Concerning District Employees)  
(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

The Board may hold a closed session to discuss a district employee's application for early withdrawal of funds in a deferred compensation plan when the application is based on financial hardship arising from an unforeseeable emergency due to illness, accident, casualty, or other extraordinary event, as specified in the deferred compensation plan. (Government Code 54957.10)

Agenda items related to district employee appointments and employment shall describe the position to be filled. Agenda items related to performance evaluations shall specify the title of the employee being reviewed. Agenda items related to employee discipline, dismissal, or release require no additional information. (Government Code 54954.5)

## Negotiations/Collective Bargaining

Unless otherwise agreed upon by the parties involved, the following shall not be subject to the Brown Act: (Government Code 3549.1)

1. Any meeting and negotiating discussion between the district and a recognized or certified employee organization
2. Any meeting of a mediator with either party or both parties to the meeting and

negotiating process

3. Any hearing, meeting, or investigation conducted by a factfinder or arbitrator
4. Any executive (closed) session of the district or between the district and its designated representative for the purpose of discussing its position regarding any matter within the scope of representation and instructing its designated representatives

(cf. 4140/4240/4340 - Bargaining Units)

(cf. 4143/4243 - Negotiations/Consultation)

(cf. 4143.1/4243.1 - Public Notice - Personnel Negotiations)

~~Closed sessions shall be for the purpose of reviewing the Board's position and instructing the Board's designated representative. Closed session meetings may take place prior to and during consultations and discussions with representatives of employee organizations and unrepresented employees. (Government Code 54957.6)~~

The Board may meet in closed session ~~with~~ to review the Board's position and/or instruct its designated representative regarding ~~employee~~ salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees. ~~These closed sessions~~ Prior to the closed session, the Board shall identify its designated representative in open session. Any closed session held for this purpose may include discussions of the district's available funds and funding priorities, but only insofar as they relate to providing instructions to the ~~district's Board's~~ designated representative. (Government Code 54957.6)

~~For represented employees, the Board may also meet in closed session to hear any other matter within the statutorily provided scope of representation. (Government Code 54957.6)~~

(cf. 2121 - Superintendent's Contract)

Closed sessions may take place prior to and during consultations and discussions with representatives of employee organizations and unrepresented employees. For unrepresented employees, closed sessions held pursuant to Government Code 54957.6 shall not include final action on the proposed compensation of one or more unrepresented employees. (Government Code 54957.6)

For represented employees, the Board may also meet in closed session regarding any other matter within the statutorily provided scope of representation. (Government Code 54957.6)

The Board also may meet in closed session with a state conciliator or ~~a~~ mediator who has intervened in ~~these~~ proceedings. ~~(regarding any of the purposes enumerated in~~ Government Code 54957.6).

Agenda items related to negotiations shall specify the name of the district's designated representative(s) attending the closed session. If circumstances necessitate the absence of a specified designated representative, an agent or designee may participate in place of the absent

representative ~~seas~~ long as the name of the agent or designee is announced at an open session held prior to the closed session. The agenda shall also specify the name of the organization representing the employee(s) or the position title of the unrepresented employee who is the subject of the negotiations. (Government Code 54954.5)

#### Matters Related to Students

~~The Board shall meet in closed session to consider a suspension, disciplinary action, or any other action, except expulsion, in connection with a student if a public hearing on the matter would violate student privacy rights. If a written request for open session is received from the parent/guardian or adult student, it will be honored to the extent that it does not violate the privacy rights of any other student. (Education Code 35146, 48912, 49073-49079)~~

~~(cf. 5117 - Interdistrict Attendance)~~

~~(cf. 5119 - Students Expelled from Other Districts)~~

~~(cf. 5125.3 - Challenging Student Records)~~

~~(cf. 5144 - Discipline)~~

The Board shall meet in closed session to consider the expulsion of a student, unless the student submits a written request at least five days before the date of the hearing that the hearing be held in open session. Regardless of whether the expulsion hearing is conducted in open or closed session, the Board may meet in closed session for the purpose of deliberating and determining whether the student should be expelled. (Education Code 48918)

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

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

The Board shall meet in closed session to address any student matter that may involve disclosure of confidential student information, or to consider a suspension, disciplinary action, or any other action against a student except expulsion. If a written request for open session is received from the parent/guardian or adult student, it will be honored to the extent that it does not violate the privacy rights of any other student. (Education Code 35146, 48912, 49070)

(cf. 5117 - Interdistrict Attendance)

(cf. 5119 - Students Expelled from Other Districts)

(cf. 5125.3 - Challenging Student Records)

(cf. 5144 - Discipline)

Agenda items related to student matters shall briefly describe the reason for the closed session, such as "student expulsion hearing," ~~"or "grade change appeal" or "interdistrict attendance request,"~~ without violating the confidentiality rights of individual students. The student shall not be named on the agenda, but a number may be assigned to the student in order to facilitate record keeping. The agenda shall also state that the Education Code requires closed sessions in these cases in order to prevent the disclosure of confidential student record information.

(cf. 5125 - Student Records)

## Security Matters

The Board may meet in closed session with the Governor, Attorney General, district attorney, district legal counsel, sheriff or chief of police, or their respective deputies, or a security consultant or a security operations manager, on matters posing a threat to the security of public buildings; to the security of essential public services, including water, drinking water, wastewater treatment, natural gas service, and electric service; or to the public's right of access to public services or public facilities. (Government Code 54957)

(cf. 0450 - Comprehensive Safety Plan)  
(cf. 3515 - Campus Security)  
(cf. 3516 - Emergencies and Disaster Preparedness Plan)

The Board may meet in closed session during an emergency meeting held pursuant to Government Code 54956.5 to meet with law enforcement officials for the emergency purposes specified in Government Code 54957 if agreed to by a two-thirds vote of the Board members present. If less than two-thirds of the members are present, then the Board must agree by a unanimous vote of the members present. (Government Code 54956.5)

Agenda items related to security matters shall specify the name of the law enforcement agency and the title of the officer, or name of applicable agency representative and title, with whom the Board will consult. (Government Code 54954.5)

## Conference with Real Property Negotiator

The Board may meet in closed session with ~~the Board's~~ its real property negotiator prior to the purchase, sale, exchange, or lease of real property by or for the district in order to grant its negotiator ~~the~~ authority regarding the price and terms of payment for the property. (Government Code 54956.8)

Before holding the closed session, the Board shall hold an open and public session to identify its negotiator(s) and the property under negotiation and to specify the person(s) with whom the negotiator may negotiate. (Government Code 54956.8)

For purposes of real property transactions, negotiators may include members of the Board. (Government Code 54956.8)

Agenda items related to real property negotiations shall specify the district negotiator attending the closed session. If circumstances necessitate the absence of a specified negotiator, an agent or designee may participate in place of the absent negotiator ~~so~~ as long as the name of the agent or designee is announced at an open session held prior to the closed session. The agenda shall also specify the name of the negotiating parties and the street address of the real property under negotiation. If there is no street address, the agenda item shall specify the parcel number or another unique reference of the property. The agenda item shall also specify whether instruction to the negotiator will concern price, terms of payment, or both. (Government Code 54954.5)

## Pending Litigation

Based on the advice of its legal counsel, the Board may hold a closed session to confer with or receive advice from its legal counsel regarding a pending litigation when a discussion of the matter in open session would prejudice the ~~Board's~~district's position in the ~~case.~~litigation. For this purpose, "litigation" ~~includes~~means any adjudicatory proceeding, including eminent domain, before a court, administrative body exercising its adjudicatory authority, hearing officer, or arbitrator. (Government Code 54956.9)

~~Litigation shall be~~ Litigation is considered "pending-when" in any of the following circumstances ~~-exist:~~ (Government Code 54956.9)

1. Litigation to which the ~~Board~~district is a "party" has been initiated formally. (Government Code 54956.9(a))

2. A point has been reached where, in the Board's opinion based on the advice of its legal counsel ~~and on~~regarding the "existing facts and circumstances," there is a "significant exposure to litigation" against the district, or the Board is meeting solely to determine whether, based on existing facts or circumstances, a closed session is authorized. (Government Code 54956.9(b))

~~3. Based on existing facts and circumstances, the Board has decided to initiate or is deciding whether to initiate litigation. (Government Code 54956.9(e))~~

~~"Existing facts and circumstances" authorizing a closed session pursuant to Government Code 54956.9(b) as described in #2 above for these purposes~~ are limited to the following: (Government Code 54956.9)

4a. Facts and circumstances that might result in litigation against the district but which the district believes are not yet known to potential plaintiffs and which do not need to be disclosed.

2b. Facts and circumstances including, but not limited to, ~~accidents, disasters, incidents~~an accident, disaster, incident, or transactional ~~occurrences~~occurrence which might result in litigation against the district, which are already known to potential plaintiffs, and which must be publicly disclosed before the closed session or specified on the agenda.

3c. The receipt of a claim pursuant to the Tort Claims Act or a written threat of litigation from a potential plaintiff. The claim or written communication must be available for public inspection.

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

4d. A threat of litigation made by a person in an open meeting on a ~~related~~specific matter within the responsibility of the Board.

5e. A threat of litigation made by a person outside of an open meeting on a specific matter



within the responsibility of the Board, provided that the district official or employee receiving knowledge of the threat made a record of the statement before the meeting and the record is available for public inspection.

~~The above~~ Such record does not need to identify an alleged victim of tortious sexual conduct or anyone making a threat on ~~their~~his/her behalf or identify an employee who is the alleged perpetrator of any unlawful or tortious conduct, unless the identity of this person has been publicly disclosed.

3. Based on existing facts and circumstances, the Board has decided to initiate or is deciding whether to initiate litigation. (Government Code 54956.9(c))

Before holding a closed session pursuant to ~~this section~~the pending litigation exception, the Board shall state on the agenda or publicly announce the subdivision of Government Code 54956.9 under which the closed session is being held. If authority is based on Government Code 54956.9(a), the Board shall either state the title or specifically identify the litigation to be discussed or state that doing so would jeopardize the district's ability to effectuate service of process upon unserved parties or to conclude existing settlement negotiations to its advantage. (Government Code 54956.9)

Agenda items related to pending litigation shall be described as a conference with legal counsel regarding "Existing Litigation" or "Anticipated Litigation," either "existing litigation" or "anticipated litigation." (Government Code 54954.5)

"Existing litigation" items shall identify the name of the case specified by either ~~specify~~ the claimant's name, names of parties ~~and, or~~ case or claim number ~~or shall state, unless the Board states that disclosure to identify the case would jeopardize service of process or existing settlement negotiations.~~ (Government Code 54954.5)

"Anticipated litigation" items shall state that there is significant exposure to litigation pursuant to Government Code 54956.9(b) and shall specify the potential number of cases.

When the district expects to initiate a suit, items related to anticipated litigation shall state that the discussion relates to the initiation of litigation pursuant to Government Code 54956.9(c) and shall specify the potential number of cases. The agenda or an oral statement before the closed session may be required to provide additional information pursuant to Items regarding existing facts and circumstances described in item #2-5 b-e above. (Government Code 54954.5, ~~Government Code 54956.9(b)(3)(B-E))~~)

## Joint Powers Agency Issues

The Board may meet in closed session to discuss a claim ~~against a joint powers authority formed for the purpose of insurance pooling or or self insurance authority of which it is a member,~~ for the payment of tort liability losses, public liability losses, or workers' compensation liability, incurred by a joint powers agency (JPA) formed for the purpose of insurance pooling or self-insurance authority of which the district is a member. (Government Code 54956.95)

Closed session agenda items related to liability claims shall specify the claimant's name and the name of the agency against which the claim is made. (Government Code 54954.5)

~~(cf. 3320—Claims and Actions Against the District)~~  
(cf. 3530 - Risk Management/Insurance)

When the board of the ~~joint powers agency~~JPA has so authorized and upon advice of district legal counsel, the Board may meet in closed session in order to receive, discuss, and take action concerning information obtained in a closed session of the ~~joint powers agency~~JPA. During the ~~district's Board's~~ closed session, a Board member serving on the JPA board may disclose confidential information acquired during a closed session of the JPA to fellow Board members. (Government ~~code~~Code 54956.96)

The Board member may also disclose the confidential JPA information to district legal counsel in order to obtain advice on whether the matter has direct financial or liability implications for the district. (Government Code 54956.96)

Closed session agenda items related to ~~"Conference Involving~~conferences involving a Joint-Powers Agency"~~JPA~~ shall specify the closed session description used by the ~~joint powers agency~~JPA and the name of the Board member representing the district ~~representative~~ on the ~~joint powers~~JPA board. Additional information listing the names of agencies or titles of representatives attending the closed session as consultants or other representatives shall also be included. (Government Code 54954.5)

Review of Audit Report from ~~Bureau of California~~ State ~~Audits~~Auditor's Office

Upon receipt of a confidential final draft audit report from the ~~Bureau of California~~ State ~~Audits~~Auditor's Office, the Board may meet in closed session to discuss its response to that report. ~~After public release of the report from the Bureau of California State Audits Auditor's Office, any Board meeting to discuss the report must be conducted in open session, unless exempted from that requirement by some other provision of law.~~ —(Government Code 54956.75)

Closed session agenda items related to an audit by the ~~Bureau of California~~ State ~~Audits~~Auditor's Office shall state "Audit by ~~Bureau of California~~ State ~~Audits~~—Auditor's Office." (Government Code 54954.5)

Review of Assessment Instruments

The Board may meet in closed session to review the contents of any student assessment instrument approved or adopted for the statewide testing system. Before any such meeting, the Board shall agree by resolution to accept any terms or conditions established by the State Board of Education for this review. (Education Code 60617)

(cf. 6162.5 - Student Assessment)

Agenda items related to the review of student assessment instruments shall state that the Board is reviewing the contents of an assessment instrument approved or adopted for the statewide testing program and that Education Code 60617 authorizes a closed session for this purpose in order to maintain the confidentiality of the assessment under review.

#### Legal Reference:

##### EDUCATION CODE

35145 Public meetings

35146 Closed session (re student suspension)

44929.21 \_Districts with ADA of 250 or more

48912 Governing board suspension

48918 Rules governing expulsion procedures; hearings and notice

~~49073—Release~~49070 Challenging content of ~~directory information~~

~~49076—Access to records by persons without written parental consent~~

~~49079 Notification to teacher re:—students whose actions are grounds for suspension or expulsion~~records

60617 Meetings of governing board

##### GOVERNMENT CODE

3540-3549.3 Educational Employment Relations Act

~~6250-6268~~6252-6270 California Public Records Act

54950-54963 The Ralph M. Brown Act

##### COURT DECISIONS

Morrison v. Housing Authority of the City of Los Angeles Board of Commissioners, (2003) 107 Cal.App.4th 860

Bell v. Vista Unified School District, (2001) 82 Cal.App. 4th 672

Fischer v. Los Angeles Unified School District, (1999) 70 Cal.App. 4th 87

Furtado v. Sierra Community College District (1998) 68 Cal.-App. 4th 876

Roberts v. City of Palmdale, (1993) 5 Cal.App. 4th 363

Sacramento Newspaper Guild v. Sacramento County Board of Supervisors, (1968) 263 Cal.App. 2d 41

San Diego Union v. City Council, (1983) 146 Cal.App.3d 947

##### ATTORNEY GENERAL OPINIONS

94 Ops.Cal.Atty.Gen. 82 (2011)

86 Ops.Cal.Atty.Gen. 210 (2003)

78 Ops.Cal.Atty.Gen. 218 (1995)

59 Ops.Cal.Atty.Gen. 532 (1976)

57 Ops. Cal. Atty. Gen. 209 (1974)

#### Management Resources:

##### CSBA PUBLICATIONS

The Brown Act: School Boards and Open Meeting Laws, ~~2003~~2009

##### ATTORNEY GENERAL PUBLICATIONS

The Brown Act: Open Meetings for Legislative Bodies, ~~California Attorney General's Office, 2002~~2003

LEAGUE OF CALIFORNIA CITY ATTORNEYS CITIES PUBLICATIONS

Open and Public HIV: A User's Guide to the Ralph M. Brown Act, 2000 rev. July 2010  
WEB SITES

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

California Attorney General's Office: <http://www.caag-stateoag.ca.usgov>

Bylaw HANFORD ELEMENTARY SCHOOL DISTRICT

adopted: October 21, 1998 Hanford, California

revised: September 19, 2001

revised: August 20, 2003

revised: February 9, 2005

revised:

## HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Board of Trustees

FROM: Joy C. Gabler

DATE: 07/31/17

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

FOR: ☒ Information  
☐ Action

Date you wish to have your item considered: 08/09/17

**ITEM:** Receive the following revised Board Bylaw for information:

- BB 9324 – Minutes and Recordings

**PURPOSE:** The following Board Bylaw 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:** Consider for adoption at the next public Board Meeting.

# Hanford ESD

## Board Bylaw

### Minutes And Recordings

BB 9324

#### Board Bylaws

The Governing Board recognizes that maintaining accurate minutes of Board meetings provides a record of Board actions for use by district staff and the public and helps foster public trust in Board governance.

(cf. 9000 - Role of the Board)

(cf. 9005 - Governance Standards)

(cf. 9323 - Meeting Conduct)

The secretary of the Board ~~of Trustees~~ shall keep minutes and record all official Board actions. The Board's minutes shall be public records and shall be made available to the public upon request. (Education Code 35145, 35163)

(cf. 1340 - Access to District Records)

(cf. 9122 - Secretary)

(cf. 9323.2 - Actions by the Board)

~~Copies~~ A majority of the minutes of each regular or special Governing Board must be present at a meeting in order to hear, discuss, or deliberate on any matter within the subject matter jurisdiction of the Board. Thus, the minutes should reflect any occasion on which a member is not present for the entire meeting in order to document that a majority of the Board remained in attendance throughout the meeting. \*\*\*

The minutes shall be distributed to all Board members are present and whether a member is not present for part of the meeting due to late arrival and/or early departure.

(cf. 9250 - Remuneration, Reimbursement and Other Benefits)

In order to ensure that the minutes are focused on Board action, the minutes shall include only a brief summary of the Board's discussion, but shall not include a verbatim record of the Board's discussion on each agenda topic or the names of Board members who made specific points during the discussion.

The minutes shall include the specific language of each motion and the names of the Board members who made and seconded the motion.

The minutes shall also report any action taken and the vote or abstention on that action of each member present. (Government Code 54953)

The minutes shall reflect the names of those individuals who comment during the meeting's public comment period as well as the topics they address.

The Superintendent or designee shall distribute a copy of the "unapproved" minutes of the previous meeting(s) with the agenda for the next regular meeting. The Board shall approve the minutes as circulated or with necessary amendments.

Upon approval by the Board, the minutes shall be signed by the Board President and Clerk.

Official Board minutes and recordings shall be stored in a secure location and shall be retained in accordance with law.

(cf. 3580 - District Records)

Any minutes or recordings kept for Board meetings held in closed session shall be kept ~~separateseparately~~ from the minutes or recordings of regular and special meetings. Minutes or recordings of closed sessions are not public records. (Government Code 54957.2)

~~(cf. 1340 - Access to District Records)~~  
~~(cf. 9321.1 - Closed Session Actions and Reports)~~

~~Official Board minutes and recordings shall be stored in a fire proof location.~~

Recording ~~of Votes~~ or Broadcasting of Meetings

~~Motions or resolutions shall be recorded as having passed or failed. Individual votes shall be recorded unless the action was unanimous. All motions and Board resolutions shall be numbered consecutively from the beginning of each fiscal year.~~

~~Video or Audio Recording~~

~~A video or audio tape recording may be made at any~~ The district may tape, film, or broadcast any open Board meeting. The Board meeting. The presiding officer ~~President~~ shall announce that a recording or broadcasting is being made at the direction of the Board at the beginning of the meeting; and, as practicable, the recorder or camera shall be placed in plain view of ~~all persons present, insofar as possible~~ meeting participants.

Any district recording may be erased or destroyed 30 days after the meeting. Recordings made at the direction of the Board during regular or special Board meetings a meeting are public records. ~~They shall be kept for at least 30 days and~~ and, upon request, shall be made available for inspection by members of the public on ~~a district~~ recorder equipment without charge. (Government Code 54953.5)

## Legal Reference:

## EDUCATION CODE

35145 Public meetings

35163 Official actions, minutes and journals

35164 Vote requirements

~~PENAL CODE~~~~632 Unlawful to intentionally record a confidential communication without consent of all parties to the communication~~

## GOVERNMENT CODE

54952.2 Meeting defined54953 Meetings54953.5 Audio or video recording of proceedings54953.6 Broadcasting of proceedings

54957.2 Closed sessions; clerk; minute book

54960 Violations and remedies

~~Bylaw HANFORD ELEMENTARY SCHOOL DISTRICT~~~~adopted: September 19, 2001 Hanford, California~~ PENAL CODE632 Unlawful to intentionally record a confidential communication without consentCODE OF REGULATIONS, TITLE 516020-16027 Classification and retention of recordsManagement Resources:CSBA PUBLICATIONSThe Brown Act: School Boards and Open Meeting Laws, rev. 2009Guide to Effective Meetings, rev. 2007WEB SITESCSBA, Agenda Online: <http://www.csba.org>(2/94 7/08) 4/14Bylaw HANFORD ELEMENTARY SCHOOL DISTRICTadopted: September 19, 2001 Hanford, Californiarevised: \_\_\_\_\_



## HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy Gabler  
FROM: Jason Strickland  
DATE: June 28, 2017

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

Date you wish to have your item considered: 08/09/17

ITEM: Receive the following revised Administrative Regulation for information:

AR/BP/E 6173 - Education for Homeless Children

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

FISCAL IMPACT (if any): None

RECOMMENDATION (if any): Review for Information and consider for adoption at the next regular Board meeting.

# Hanford ESD

## Board Policy

### Education For Homeless Children

BP 6173

#### Instruction

The Governing Board ~~of Trustees~~ desires to ensure that homeless students have access to the same free and appropriate public education provided to other students within the district. The district shall provide homeless students with access to education and other services necessary for them to meet the same challenging academic standards as other students.

(cf. 6011 - Academic Standards)

The Superintendent or designee shall identify and remove any barriers to the identification and enrollment of homeless students and to the retention of homeless students due to absences or outstanding fees or fines. (42 USC 11432)

(cf. 3250 - Transportation Fees)

(cf. 3260 - Fees and Charges)

(cf. 5113.1 - Chronic Absence and Truancy)

~~Homeless students shall not be segregated into a separate school or program based on their status as homeless and shall not be stigmatized in any way.~~

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

~~The Superintendent or designee shall ensure that placement decisions for homeless students are based on the student's best interest as defined in law and administrative regulation.~~

When there are at least 15 homeless students in the district or a district school, the district's local control and accountability plan (LCAP) shall include goals and specific actions to improve student achievement and other outcomes of homeless students. (Education Code 52052, 52060)

(cf. 0460 - Local Control and Accountability Plan)

~~(cf.)~~

The Superintendent or designee shall designate an appropriate staff person to serve as a liaison for homeless children and youths. The district liaison shall fulfill the duties specified in 42 USC 11432 to assist in identifying and supporting homeless students to succeed in school.

In order to identify district students who are homeless, the Superintendent or designee may give a housing questionnaire to all parents/guardians during school registration, make referral forms readily available, include the district liaison's contact information on the district and school web sites, provide materials in a language easily understood by families and students, provide school staff with professional development on the definition and signs of homelessness, and contact appropriate local agencies to coordinate referrals for homeless children and youth and unaccompanied youth.

(cf. 1113 - District and School Web Sites)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Information about a homeless student's living situation shall be considered part of a student's educational record, subject to the Family Educational Rights and Privacy Act and shall not be deemed to be directory information as defined in 20 USC 1232g. (42 USC 11432)

(cf. 5125 - Student Records)

(cf. 5125.1 - Release of Directory Information)

#### **5111.13—Residency for Homeless Children**

The Superintendent or designee shall ensure that placement decisions for homeless students are based on the student's best interest as defined in law and administrative regulation.

Each homeless student shall be provided services that are comparable to services offered to other students in the school, including, but not limited to, transportation, educational programs for which the student meets the eligibility criteria (such as federal Title I services or similar state or local programs, programs for students with disabilities, and educational programs for English learners), career and technical education programs, programs for gifted and talented students, and school nutrition programs. (42 USC 11432)

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

(cf. 3553 - Free and Reduced Price Meals)

(cf. 5148.2 - Before/After School Programs)

(cf. 5148.3 - Preschool/Early Childhood Education)

(cf. 6159 - Individualized Education Program)

(cf. 6164.2 - Guidance/Counseling Services)

(cf. 6171 - Title I Programs)

(cf. 6172 - Gifted and Talented Student Program)

(cf. 6174 - Education for English Learners)

(cf. 6177 - Summer Learning Programs)  
(cf. 6178 - Career and Technical Education)  
(cf. 6179 - Supplemental Instruction)

Homeless students shall not be segregated into a separate school or program based on their status as homeless and shall not be stigmatized in any way. However, the Superintendent or designee may separate homeless students on school grounds as necessary for short periods of time for health and safety emergencies or to provide temporary, special, and supplementary services to meet the unique needs of homeless students. (42 USC 11432, 11433)

(cf. 0410 - Nondiscrimination in District Programs and Activities)  
(cf. 3553 - Free and Reduced Price Meals)

The Superintendent or designee shall coordinate with other agencies and entities to ensure that homeless children and youth are promptly identified, ensure that homeless students have access to and are in reasonable proximity to available education and related support services, and raise the awareness of school personnel and service providers of the effects of short-term stays in a shelter and other challenges associated with homelessness. Toward these ends, the Superintendent or designee shall collaborate with local social services agencies, other agencies or entities providing services to homeless children and youth, and, if applicable, transitional housing facilities. In addition, the Superintendent or designee shall coordinate transportation, transfer of school records, and other interdistrict activities with other local educational agencies. As necessary, the Superintendent or designee shall coordinate, within the district and with other involved local educational agencies, services for homeless students and services for students with disabilities. (42 USC 11432)

(cf. 1020 - Youth Services)

District liaisons and other appropriate staff shall participate in professional development and other technical assistance activities to assist them in identifying and meeting the needs of homeless students and to provide training on the definitions of terms related to homelessness. (42 USC 11432)

At least annually, the Superintendent or designee shall report to the Board on outcomes for homeless students, which may include, but are not limited to, school attendance, student achievement test results, promotion and retention rates by grade level, graduation rates, suspension/expulsion rates, and other outcomes related to any goals and specific actions

identified in the LCAP. Based on the evaluation data, the district shall revise its strategies as needed to better support the education of homeless students.

(cf. 0500 - Accountability)

(cf. 6162.51 - State Academic Achievement Tests)

(cf. 6190 - Evaluation of the Instructional Program)

#### Legal Reference:

##### EDUCATION CODE

2558.2 \_ Use of revenue limits to determine average daily attendance of homeless children

39807.5 Payment of transportation costs by parents

48850 \_ Educational rights of homeless and foster youth; ~~participation in extracurricular activities~~

48852.5 \_ Notice of educational rights of homeless students

48852.7 Enrollment of homeless students

48915.5 \_ Recommended expulsion, homeless student with disabilities

48918.1 \_ Notice of recommended expulsion

51225.1-51225.3 \_ Graduation requirements

52060-52077 \_ Local control and accountability plan

##### CODE OF REGULATIONS, TITLE 5

4600-4687 \_ Uniform complaint procedures

##### UNITED STATES CODE, TITLE 20

1087vv Free Application for Federal Student Aid; definitions

1232g Family Educational Rights and Privacy Act

6311 Title I state plan; state and local educational agency report cards

##### UNITED STATES CODE, TITLE 42

11431-11435 McKinney-Vento Homeless Assistance Act

12705 Cranston-Gonzalez National Affordable Housing Act; state and local strategies

#### Management Resources:

CALIFORNIA CHILD WELFARE COUNCIL PUBLICATIONS

Partial Credit Model Policy and Practice Recommendations

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Homeless Education Dispute Resolution Process, January 30, 2007

NATIONAL CENTER FOR HOMELESS EDUCATION PUBLICATIONS

Homeless Liaison Toolkit, 2013

U.S. DEPARTMENT OF EDUCATION GUIDANCE

Dear Colleague Letter, July 27, 2016

Education for Homeless Children and Youths~~Youth~~ Program, Non-Regulatory Guidance, July

2016~~2004~~

##### WEB SITES

California Child Welfare Council: http://www.chhs.ca.gov/Pages/CACChildWelfareCouncil.aspx

California Department of Education, Homeless Children and Youth Education:

http://www.cde.ca.gov/sp/hs/cy

National Center for Homeless Education at SERVE: [\\_http://www.serve.org/nche](http://www.serve.org/nche)  
National Law Center on Homelessness and Poverty: [\\_http://www.nlchp.org](http://www.nlchp.org)  
U.S. Department of Education: <http://www.ed.gov/programs/homeless/index.html>

Policy HANFORD ELEMENTARY SCHOOL DISTRICT  
adopted: April 27, 2016 Hanford, California

Revised:

# Hanford ESD

## Administrative Regulation

### Education For Homeless Children

AR 6173  
Instruction

#### Definitions

Homeless students means students who lack a fixed, regular, and adequate nighttime residence and includes: (Education Code 48852.7; 42 USC 11434a)

1. Students who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals; ~~or are awaiting foster care placement~~

(cf. 6173.1 - Education for Foster Youth)

2. Students who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as regular sleeping accommodations for human beings

3. Students who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings

4. Migratory children who qualify as homeless because they are living in conditions described in items #1-3 above

~~5. —~~Unaccompanied youth includes youth who are not in the physical custody of a parent or guardian. (20 USC 11434a)

School of origin means the school that the homeless student attended when permanently housed or the school in which he/she was last enrolled, including a preschool. If the school the homeless student attended when permanently housed is different from the school in which he/she was last enrolled, or if there is some other school that he/she attended within the preceding 15 months and with which he/she is connected, the district liaison shall determine, in consultation with and with the agreement of the homeless student and the person holding the right to make educational decisions for the student, and in the best interests of the homeless student, which school shall be deemed the school of origin. (Education Code 48852.7; 42 USC 11432)

Best interest means that, in making educational and school placement decisions for a homeless student, consideration is given to, among other factors, educational stability, the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress, and the student's access to academic resources, services, and extracurricular and enrichment activities that are available to all district students. (Education Code 48850, 48853; 42 USC 11432)

#### District Liaison

The Superintendent designates the following staff person as the district liaison for homeless students: (42 USC 11432)

[Jason Strickland](#)

[P.O. Box 1067](#)

[Hanford, Ca 93232](#)

~~Liz Simas, Coordinator Child Welfare and Attendance~~

~~P.O. Box 1067~~

~~Hanford, CA 93232~~

~~(559) 585 3641~~

The district's liaison for homeless students shall: (Education Code 48852.5; 42 USC 11432)

1. Ensure that homeless students are identified by school personnel ~~and~~ through outreach and coordination~~coordinated~~ activities with other entities and agencies

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

(cf. 3553 - Free and Reduced-Price Meals)

~~(cf. 5141.6 - School Health Services)~~

2. Ensure that homeless students are enrolled~~enroll~~ in, and have a full and equal opportunity to succeed in, district schools

3. Ensure that homeless families and ~~children and youth have access to and~~ students receive educational services for which they are eligible, including services through Head Start and Early Head Start programs, early intervention services under Part C of the federal Individuals with Disabilities Education Act, and other preschool programs administered by the district

(cf. 5148.3 - Preschool/Early Childhood Education)



4. Ensure that homeless families and students receive referrals to health care services, dental services, mental health and substance abuse services, housing services, and other appropriate services

(cf. 5141.6 - School Health Services)

54. Inform parents/guardians of the educational and related opportunities available to their children and ensure that they are provided with meaningful opportunities to participate in the education of their children

(cf. 5145.6 - Parental Notifications)

65. Disseminate notice of the educational rights of homeless students in locations frequented by parents/guardians of district schools that provide services to homeless children and youth and by unaccompanied youth, including at places where they receive services, such as schools, family shelters, public libraries, and hunger relief agencies (soup kitchens). The rights shall be presented in a manner and form understandable to the parents/guardians of homeless students and unaccompanied youth.

76. Mediate enrollment disputes in accordance with law and the section "Resolving Enrollment Disputes" below, Board policy, and administrative regulation

87. Fully inform parents/guardians of homeless students and unaccompanied youth of all transportation services, including transportation to the school of origin, and assist them in accessing transportation to the school of choice

(cf. 3250—Transportation Fees)

~~(cf. 3541 - Transportation Routes and Services)~~

8. ~~When~~

9. Ensure that school personnel providing services to homeless students receive professional development and other support

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

10. Ensure that unaccompanied youth are enrolled in school, have opportunities to meet the same challenging state academic standards established for other students, and are informed of their status as independent students under 20 USC 1087vv and that they may receive assistance from the district liaison to receive verification of their independent student status for purposes of applying for federal student aid pursuant to 20 USC 1090

11. Coordinate and collaborate with state coordinators and community and school personnel responsible for the provision of education and related services to homeless students, including

the provision of comprehensive data to the state coordinator as required by law

In addition, when notified pursuant to Education Code 48918.1, the district liaison or school site liaison shall assist, facilitate, or represent a homeless student who is undergoing a disciplinary proceeding that could result in his/her expulsion

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

~~9. —~~ When notified pursuant to Education Code 48915.5, the district liaison or school site liaison shall participate in an individualized education program team meeting to make a manifestation determination regarding the behavior of a student with a disability.

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

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

~~(cf. 6159 - Individualized Education Program)~~

The Superintendent or designee shall inform homeless children and youth, their parents/guardians, school personnel, service providers, and advocates working with homeless families of the duties of the district's liaison. He/she shall also provide the name and contact information of the district's liaison to the California Department of Education (CDE) for publishing on the CDE's web site. (42 USC 11432)

~~10. — Assist a homeless student to obtain records necessary for his/her enrollment into or transfer out of district schools, including immunization, medical, and academic records~~

## Enrollment

The district shall make placement decisions for homeless students based on the student's best interest. (42 USC 11432)

In determining the best interest of the student, the district shall consider student-centered factors related to the student's best interest, including factors related to the impact of mobility on achievement, education, health, and safety, giving priority to the request of the student's parent/guardian or, in the case of an unaccompanied youth, the youth. (42 USC 11432)

Such factors may include, but are not limited to,~~When making a placement decision for a homeless student, the Superintendent or designee may consider~~ the age of the student, the distance of the commute and the impact it may have on the student's education, personal safety issues, the student's need for special instruction, the length of anticipated stay in the temporary shelter or other temporary location, likely area of future housing, school placement of siblings, and the time remaining in the school year.

However, placement decisions shall not be based on whether a homeless student lives with his/her homeless parent/guardian or has been temporarily placed elsewhere. \_ (42 USC 11432)

In the case of an unaccompanied youth, the liaison shall assist in placement or enrollment decisions, give priority to~~consider~~ the views of the student, and provide notice to the student of his/her appeal rights. \_ (42 USC 11432)

In determining a student's best interest, a homeless student shall, to the extent feasible, be placed in his/her school of origin, unless ~~the student's~~~~his/her~~ parent/guardian or the unaccompanied youth requests otherwise. \_ (Education Code 48852.7; 42 USC 11432)

Once a placement decision has been made, the principal or designee shall immediately enroll the student in the school of choice. The student shall be enrolled even if he/she: \_ (Education Code 48852.7; 42 USC 11432)

1. Has outstanding fees, fines, textbooks, or other items or monies due to the school last attended

(cf. 5125.2 - Withholding Grades, Diploma or Transcripts)

2. Does not have clothing normally required by the school, such as school uniforms

(cf. 5132 - Dress and Grooming)

3. Is unable to produce records normally required for enrollment, such as previous academic records, proof of residency, and ~~medical~~ records, ~~including, but not limited to, records or other~~ ~~proof~~ of immunization and other required health records~~history~~

(cf. 5111 - Admission)

(cf. 5111.1 - District Residency)

(cf. 5125 - Student Records)

(cf. 5141.26 - Tuberculosis Testing)

(cf. 5141.31 - Immunizations)

(cf. 5141.32 - Health Screening for School Entry)

4. Has missed application or enrollment deadlines during any period of homelessness

The principal or designee shall immediately contact the school last attended by the student to obtain the relevant records. If the student needs to obtain immunizations or does not possess immunization or other required health~~medical~~ records, the principal or designee shall refer the parent/guardian to the district liaison for homeless students. \_ The district liaison shall assist the parent/guardian, or the student if he/she is an unaccompanied youth, in obtaining the necessary

immunizations, screenings, or records for the student. (42 USC 11432)

If the student is placed at a school other than his/her school of origin or the school requested by his/her parent/guardian or an unaccompanied youth, the Superintendent or designee shall provide the parent/guardian or the unaccompanied youth with a written explanation of the decision along with a statement regarding the ~~parent/guardian's~~ right to appeal the placement decision. (42 USC 11432)

The student may continue attending his/her school of origin for the duration of the homelessness. (Education Code 48852.7; 42 USC 11432)

To ensure that the homeless student has the benefit of matriculating with his/her peers in accordance with the established feeder patterns, the following shall apply: (Education Code 48852.7; 42 USC 11432)

1. If the student is transitioning between grade levels, he/she shall be allowed to continue in the same attendance area.
2. If the student is transitioning to a middle school or high school, and the school designated for matriculation is in another school district, he/she shall be allowed to continue to the school designated for matriculation in that district.

If the student's status changes before the end of the school year so that he/she is no longer homeless, he/she shall be allowed to stay in the school of origin: (Education Code 48852.7)

1. Through the duration of the school year if he/she is in grades K-8
2. Through graduation if he/she is in high school

### Resolving Enrollment Disputes

If a dispute arises over student eligibility, school selection, or enrollment in a particular school, the ~~matter~~ student shall be ~~referred immediately admitted~~ to the district liaison, who shall carry out the dispute ~~school in which enrollment is sought pending~~ resolution process as expeditiously as possible. ~~of the dispute.~~ (42 USC 11432)

The parent/guardian or unaccompanied youth shall be provided with a written explanation of any decisions related to eligibility, school selection, or enrollment and of the right of the parent/guardian or unaccompanied youth to appeal such decisions. (42 USC 11432)

placement decision The written explanation, which shall be complete, as brief as possible, simply stated, and provided in language that the parent/guardian or student can understand. ~~The written~~

~~explanation shall include:~~

- ~~1. The district liaison's contact information~~
2. A description of the district's placement decision
- ~~3. Notice of the student's right to enroll in the school of choice pending resolution of the dispute, including the right to fully participate in all school activities~~
- ~~4. Notice of the parent/guardian's right to appeal the decision to the county office of education and, if the dispute remains unresolved, to the California Department of Education~~

The

The district liaison may use an informal process as an alternative to formal dispute resolution procedures, provided that the parents/guardians or unaccompanied youth have access to the more formal process if informal resolution is not successful in resolving the matter.

~~district liaison shall work to resolve an enrollment dispute as expeditiously as possible after receiving notice of the dispute. (42 USC 11432)~~

In working with a student's parents/guardians or unaccompanied youth to resolve an enrollment dispute, the district liaison shall:

1. Inform them that they may provide written and/or oral documentation to support their position
2. Inform them that they may seek the assistance of social services, advocates, and/or service providers in having the dispute resolved
3. Provide them a simple form that they may use and turn in to the school to initiate the dispute resolution process
4. Provide them a copy of the dispute form they submit for their records
5. Provide them the outcome of the dispute for their records

If a parent/guardian or unaccompanied youth disagrees with the liaison's enrollment decision, he/she may appeal the decision to the Superintendent. The Superintendent shall make a determination within five working days.

If the parent/guardian chooses to appeal the district's placement decision, the district liaison shall forward all written documentation and related paperwork to the homeless liaison at the county office of education.

Pending final resolution of the dispute, including all available appeals, the student shall be immediately enrolled in the school in which enrollment is sought and shall be allowed to attend classes and participate fully in school activities. (42 USC 11432, 11434a)

## Transportation

The district shall provide transportation for a homeless student to and from his/her school of origin when the student is residing within the district and the parent/guardian, or the district liaison in the case of an unaccompanied youth, requests that such transportation be provided. If the student moves outside of district boundaries, but continues to attend his/her school of origin within this district, the Superintendent or designee shall consult with the superintendent of the district in which the student is now residing to agree upon a method to apportion the responsibility and costs of the transportation. (42 USC 11432)

(cf. 3250 - Transportation Fees)

(cf. 3541 - Transportation Routes and Services)

The district shall not be obligated to provide transportation to students who continue attending their school of origin after they cease to be homeless, unless the formerly homeless student has an individualized education program that includes transportation as a necessary related service for the student. (Education Code 48852.7)

## Transfer of Coursework and Credits

When a homeless student transfers into a district school, the district shall accept and issue full credit for any coursework that the student has satisfactorily completed while attending another public school, a juvenile court school, or a nonpublic, nonsectarian school or agency and shall not require the student to retake the course. (Education Code 51225.2)

If the homeless student did not complete the entire course, he/she shall be issued partial credit for

the coursework completed and shall be required to take the portion of the course that he/she did not complete at his/her previous school. However, the district may require the student to retake the portion of the course completed if, in consultation with the holder of educational rights for the student, the district finds that the student is reasonably able to complete the requirements in time to graduate from high school. Whenever partial credit is issued to a homeless student in any particular course, he/she shall be enrolled in the same or equivalent course, if applicable, so that he/she may continue and complete the entire course.   (Education Code 51225.2)

Partial credits shall be awarded on the basis of 0.5 credits for every seven class periods attended per subject. If the school is on a block schedule, each block schedule class period attended shall be equal to two regular class periods per subject.   Partial credits and grades earned by a student shall be included on the student's official transcript within two business days of the district's notification of the student's transfer, as required under Education Code 49069.5.

In no event shall the district prevent a homeless student from taking or retaking a course to meet the eligibility requirements for admission to the California State University or the University of California.   (Education Code 51225.2)

(cf. 6143 - Courses of Study)

#### Eligibility for Extracurricular Activities

A homeless student who enrolls in any district school shall be immediately deemed to meet all residency requirements for participation in interscholastic sports or other extracurricular activities.   (Education Code 48850)

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Athletic Competition)

#### Notification and Complaints

Information regarding the educational rights of homeless students, as specified in Education Code 51225.1 and 51225.2, shall be included in the annual uniform complaint procedures notification distributed to students, parents/guardians, employees, and other interested parties pursuant to 5 CCR 4622.   (Education Code 51225.1, 51225.2)

Any complaint that the district has not complied with requirements regarding the education of homeless students, as specified in Education Code 51225.1 or 51225.2, may be filed in accordance with the district's procedures in AR 1312.3 - Uniform Complaint Procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

Regulation HANFORD ELEMENTARY SCHOOL DISTRICT  
approved: April 27, 2016 Hanford, California

Revised:



# Hanford ESD

## Exhibit

### Education For Homeless Children

E 6173

### Instruction

#### Exhibit 1

#### DISTRICT EXPLANATION OF DECISION RELATED TO ELIGIBILITY, SCHOOL SELECTION, OR ENROLLMENT ~~DECISION~~

~~Note: In its Non-Regulatory Guidance Education for Homeless Children and Youth Program, issued July 2004, the U.S. Department of Education recommends that the written decision regarding a homeless student's enrollment include the elements specified below. See the accompanying administrative regulation.~~

Instructions: The following form provides notice and explanation is to a student's parent/guardian or an unaccompanied youth regarding the district's decision related to student eligibility, school selection, or enrollment ~~be used when the district has denied a parent/guardian's enrollment request.~~

Date: \_\_\_\_\_ ÷ \_\_\_\_\_ Name of person completing

form: \_\_\_\_\_ ÷ \_\_\_\_\_

Title: \_\_\_\_\_ Phone

number: \_\_\_\_\_ ÷ \_\_\_\_\_

In accordance with the federal McKinney-Vento Homeless Assistance Act ~~law~~ (42 USC 11431-11435 ~~11432~~), this notification is being provided to either:

Name of parent(s)/guardian(s): \_\_\_\_\_

\_\_\_\_\_ ÷ \_\_\_\_\_

Name of unaccompanied student: \_\_\_\_\_

\_\_\_\_\_ (s): \_\_\_\_\_

\_\_\_\_\_

School ~~Name of school~~ requested: \_\_\_\_\_

\_\_\_\_\_ ÷ \_\_\_\_\_

\_\_\_\_\_

District's placement decision (name of school): \_\_\_\_\_

\_\_\_\_\_ ÷ \_\_\_\_\_

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[illegible]

If you are not satisfied with the Superintendent's decision, you may appeal to the \_\_\_\_\_ (insert \_\_\_\_\_ (county name) \_\_\_\_\_) County Office of Education. If you

are not satisfied with the county office's decision, you may then appeal to the California Department of Education. The district's homeless liaison can assist you with this appeal.

### CONTACT INFORMATION:

District Liaison: The district liaison is one of the primary contacts between homeless families and school or district staff. He/she is responsible for coordinating services to ensure that homeless students enroll in school and have the opportunity to succeed academically, and mediates enrollment disputes as needed.

Name of district's homeless liaison: \_\_\_\_\_

\_\_\_\_\_ ; \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

\_\_\_\_\_ ; \_\_\_\_\_

County Liaison: If you appeal the district's decision to the county office of education, the district liaison shall forward all written documentation and related paperwork to the homeless liaison at the county office. The county liaison will review the materials and determine the eligibility, school selection, or enrollment decision within five working days of receiving the materials. He/she will notify you of the decision.

Name of County Office of Education homeless

liaison: \_\_\_\_\_ ; \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone

number: \_\_\_\_\_ ; \_\_\_\_\_

State Coordinator: If you appeal the county office's decision to the California Department of Education, the county homeless liaison shall forward all written documentation and related paperwork to the State Homeless Coordinator. The state coordinator will review the district, county office, and parent/guardian information and will notify you of the decision within ten working days of receiving the materials.

Name of state homeless coordinator: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

### RIGHTS:

~~You also have the following rights:~~

\* Pending the final resolution of this dispute, including the period of all appeals, the student~~your child~~ has the right to immediately enroll in the school ~~you~~ requested and to participate fully in school activities at that school.

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## Exhibit 2

~~\* You may provide written or verbal documentation to support your position. You may use the district's dispute resolution form. A copy of the dispute resolution form can be obtained from the district's liaison for homeless students.~~

~~\* You may seek the assistance of advocates or attorneys to help you with this appeal.~~

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## ~~EDUCATION FOR HOMELESS CHILDREN~~

### ~~ENROLLMENT~~ DISPUTE FORM

Instructions: This form is to be completed by a parent/guardian or student when a dispute regarding enrollment has arisen. As an alternative to completing this form, the information on this form may be shared verbally with the district's liaison for homeless students.

Date submitted: \_\_\_\_\_

~~Student's name:~~ \_\_\_\_\_

Name of person completing

form: \_\_\_\_\_

~~Student's name:~~ \_\_\_\_\_

Relation to

student: \_\_\_\_\_

~~Address:~~ \_\_\_\_\_

~~I may be contacted at the following:~~

~~Address:~~ \_\_\_\_\_

Phone

number: \_\_\_\_\_

Name of school

requested: \_\_\_\_\_:

I wish to appeal the eligibility, school selection, or enrollment decision made by:

\_\_\_ District liaison    \_\_\_ District Superintendent    \_\_\_ County office of education liaison

Reason for the appeal: You may include an explanation to support your appeal in this space or provide your explanation verbally.

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I have been provided with:

- \_\_\_ A written explanation of the district's decision
- \_\_\_ Contact information for the district's homeless liaison
- \_\_\_ Contact information for the county office of education's homeless liaison

Contact information for the state homeless coordinator

Exhibit HANFORD ELEMENTARY SCHOOL DISTRICT

Version: September 2005 Hanford, California

Revised: \_\_\_\_\_

## HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy Gabler  
FROM: Jason Strickland  
DATE: June 28, 2017

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

Date you wish to have your item considered: 08/09/17

ITEM: Receive the following revised Administrative Regulation for information:

AR/BP 6185 - Community Day School

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

FISCAL IMPACT (if any): None

RECOMMENDATION (if any): Review for Information and consider for adoption at the next regular Board meeting.

# Hanford ESD

## Board Policy

### Community Day School

BP 6185

#### Instruction

The Governing Board of Trustees recognizes the need to provide an appropriate alternative educational option program for expelled students who are prohibited from attending regular schools in the district, and for certain students referred by probation pursuant to Welfare and Institutions Code 300 or 602, and students referred by a school attendance review board or another district-level referral process. The district's community day school program shall be designed to meet the needs of these students and ensure academic progress necessary for their success when returned to a regular school environment.

(cf. 5113 - Absences and Excuses)

(cf. 5113.1 - Chronic Absence and Truancy)

(cf. 5144 - Discipline)

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

—The Superintendent or designee shall collaborate with the County Superintendent of Schools and, as appropriate, other districts within the county to develop, for Board adoption, a plan for providing education services and appropriate placements to all expelled students in the county. (Education Code 48926) ensure that any such school is operated in accordance with legal requirements related to enrollment, instructional time and facilities.

The district's~~The Board perceives the community day school as a flexible component of a comprehensive effort to meet the needs of expelled and other at-risk students.~~

In order to foster positive attitudes and academic progress, the Board recognizes that community day school program shall be designed to~~must~~ give students substantial individual help with their problems. To the extent possible, the program shall include:

1. Cooperation~~Community day school staff shall collaborate with district counselors, psychologists, and other support staff and~~ with the county office of education, law enforcement, probation, and human services agencies personnel~~agency staff~~ who work with at-risk youth

2. Low~~—To the extent possible, community day school programs shall provide a low student-teacher ratio~~

3. Individualized as well as individualized instruction and assessment.

4. Maximum collaboration with district support service resources, including, but not limited to, school counselors and psychologists, academic counselors, and student discipline personnel

(cf. 0400 - Comprehensive Plans)

(cf. 1020 - Youth Services)

(cf. 6164.2 - Guidance/Counseling Services)

The Superintendent or designee shall establish procedures for the involuntary transfer of students to a community day school in accordance with law. (Education Code 48662) ~~and administrative regulation.~~

The Superintendent or designee may require community day school students to attend school for up to seven days each week in a directed program designed to provide students with the skills and attitudes necessary for success when they are returned to a regular school environment. (Education Code 48666)

A community day school shall not be situated on the same site as a regular district elementary, middle, junior high, comprehensive senior high, opportunity, or continuation school, except when allowed by law and when the Board certifies by a two-thirds vote that no satisfactory alternative facilities are available for the community day school. Such Board certification shall be valid for not more than one school year and may be renewed by a subsequent two-thirds vote of the Board. (Education Code 48661)

(cf. 9323.2 - Actions by the Board)

Community day schools shall be operated in safe, well-maintained facilities that meet the requirements of Education Code 17292.5.

The Superintendent or designee shall regularly report to the Board regarding the academic performance and other outcomes of students enrolled in a community day school.

(cf. 0500 - Accountability)

(cf. 6190 - Evaluation of the Instructional Program)

Legal Reference:  
EDUCATION CODE



1980-1986 County community schools  
17085-17096 Emergency portable facilities  
17280-17316 Field Act, approvals  
17365-17374 Field Act, fitness of occupancy  
48260-48273 Truants  
48660-48666 Community day schools  
48900-48926 Suspension or expulsion  
52052 Accountability  
52064.5 Program evaluation; state evaluation rubrics  
WELFARE AND INSTITUTIONS CODE  
300 Minors subject to jurisdiction  
602 Minors violating laws defining crime; ward of court  
CALIFORNIA CODE OF REGULATIONS, TITLE 5  
1068-1074 Alternative schools accountability systems  
UNITED STATES CODE, TITLE  
1400-1482 Individuals with Disabilities Education Act  
UNITED STATES CODE, TITLE 29  
794 Rehabilitation Act of 1973, Section 504  
CODE OF FEDERAL REGULATIONS, TITLE 34  
104.35 Evaluation and placement of students with disabilities

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Guidelines for Establishing a Community Day School

WEB SITES

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

Policy HANFORD ELEMENTARY SCHOOL DISTRICT

adopted: September 20, 2000 Hanford, California

revised: \_\_\_\_\_

# Hanford ESD

## Administrative Regulation

### Community Day School

AR 6185  
Instruction

#### Involuntary Transfer

The Superintendent or designee may assign a ~~A student may be assigned~~ to a district community day school if the student meets only upon meeting one or more of the following conditions: \_\_  
(Education Code 48662)

1. The student is expelled for any reason.

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

2. The student is probation-referred pursuant to Welfare and Institutions Code 300 ~~and/or~~ \_\_  
602.

3. The student is referred by a school attendance review board (SARB) or other district-level referral process.

(cf. 5113.1 - Chronic Absence and Truancy)

~~The~~

The Superintendent or designee shall give first priority for assignment to a community day school ~~shall be given~~ to students expelled for mandatory expulsion offenses pursuant to Education Code 48915(d). – Second priority shall be given to students expelled for other reasons, and third priority shall be given to students referred ~~pursuant according~~ to item #2 or #3 above. – These priorities are applicable unless ~~there is the district has~~ an agreement that the County Superintendent of Schools ~~will shall~~ serve any of ~~these the above~~ students. (Education Code 48662)

When~~In the case of any~~ student to be involuntarily transferred to a community day school is a student with disabilities, who has been identified as defined eligible for services under the federal Individuals with Disabilities Education Act or Section 504 of the federal Rehabilitation Act of 1973, assignment to a community day school shall be determined by the student's individualized education program (IEP) or 504 team, as applicable. (20 USC 1415; 34 CFR 104.35)~~upon enrollment in Community Day School, an IEP or 504 Team will convene to address student's educational needs.~~

(cf. 5144.2 - Suspension and Expulsion (Students with Disabilities))

(cf. 6159 - Individualized Education Program)

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

### Students who have been involuntarily transferred~~District Level Referrals~~

~~At least 10 calendar days prior to the involuntary transfer of a community day school based on an expulsion order, probation referral, SARB referral, or other student as a result of a district-level referral process, the Superintendent or designee shall be notified in accordance with the applicable laws and/or district policy. Such process shall include timely provide written notification~~notice of the transfer to the student and his/her student's parent/guardian and an opportunity. ~~The notice shall contain a statement of facts and conditions for the student and admission. The notice shall advise the parent/guardian of the opportunity to meet inspect and obtain copies of all documents supporting the transfer. In addition, the notice shall also state that the parent/guardian has five school days to request a meeting with the Superintendent or designee to discuss the transfer.~~

~~If the Superintendent designates an individuals to represent the district at the meeting, the individual so designated shall not be a member of the staff of the school at which the student is currently enrolled. At the meeting, the reason for the transfer shall be reviewed with the parent/guardian and the parent/guardian may present evidence on the student's behalf.~~

~~The Superintendent or designee shall send the parent/guardian written notice of the decision to transfer or not transfer. The Superintendent or designee's decision shall be final.~~

### Instruction

Academic programs offered in the community day school shall be comparable to those available to students of a similar age in the district. (Education Code 48663)

The minimum school day for a district community day school ~~students~~ shall be 360 minutes of classroom instruction provided by a certificated employee. ~~of the district reporting attendance for apportionment purposes.~~ Independent study shall not be used asa-s a means of providing any part of this minimum day. (Education Code 48663)

(cf. 6112 - School Day)

(cf. 6158 - Independent Study)

### Facilities

~~The Hanford Elementary School District will use available school facilities conforming with Field Act requirements for the Community Day School Program.~~

~~Location of the School Site~~

~~The Community Day School program for students in grades K-8 will be situated on a Hanford Elementary School District campus when the Board certifies by a two-thirds vote that no satisfactory alternative facilities are available for a community day school in those grades.~~

~~Board certification shall be valid for not more than one school year and may be renewed by a subsequent two-thirds vote of the Board.~~

Regulation HANFORD ELEMENTARY SCHOOL DISTRICT

approved: September 6, 2000 Hanford, California


reviewed: May 16, 2001

revised: June 12, 2013

revised:

HANFORD ELEMENTARY SCHOOL DISTRICT  
Human Resources Department  
**AGENDA REQUEST FORM**

TO: Joy Gabler

FROM: Jaime Martinez 

DATE: July 31, 2017

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

☒ Information  
☐ Action

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **August 9, 2017**

**ITEM:** Receive the following revised Board Policy for information.

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

- BP 4112.2 – Certification (revised)

**FISCAL IMPACT:** None.

**RECOMMENDATION:** Consider for adoption at next regular board meeting.

**Certificated Personnel****BP 4112.2(a)****CERTIFICATION**

The Governing Board recognizes that the district's ability to provide a high-quality educational program is dependent upon the employment of certificated staff who are adequately prepared and have demonstrated proficiency in basic skills and in the subject matter to be taught. The Superintendent or designee shall ensure that persons employed to fill positions requiring certification qualifications possess the appropriate credential, permit, or other certification document from the Commission on Teacher Credentialing (CTC) and fulfill any additional state, federal, or district requirements for the position.

*(cf. 4111/4211/4311 – Recruitment and Selection)*

*(cf. 4112.21 – Interns)*

*(cf. 4112.22 – Staff Teaching English Language Learners)*

*(cf. 4112.23 – Special Education Staff)*

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

*(cf. 4112.5/4212.5/4312.5 – Criminal Record Check)*

*(cf. 4113 – Assignment)*

*(cf. 4121 – Temporary/Substitute Personnel)*

*(cf. 5148 – Child Care and Development)*

*(cf. 6178 – Career Technical Education)*

*(cf. 6200 – Adult Education)*

The Superintendent or designee ~~may~~shall provide assistance and support to teachers holding preliminary credentials to ~~help~~enable them to meet the qualifications required for the clear credential.

*(df. 4131 – Staff Development)*

*(cf. 4131.1 – Teacher Support and ~~g~~Guidance)*

**Priorities for Hiring Based on Unavailability of Credentialed Teacher**

The Superintendent or designee shall make reasonable efforts to recruit a fully prepared teacher for each assignment. Whenever a teacher with a clear or preliminary credential is not available, the Superintendent or designee shall make reasonable efforts to recruit an individual for the assignment in the following order: (Education Code 44225.7)

1. A candidate who is ~~qualified to participate in and~~ enrolls in an approved intern program in the region of the district and possesses an intern credential
2. A candidate who is scheduled to complete preliminary credential requirements within six months and who holds a provisional internship permit (PIP) or short-term staff permit issued by the CTC

The Board shall approve, as an action item at a public Board meeting, a notice of its intent to employ a PIP applicant for a specific position. (5 CCR 80021.1)

3. ~~As a last resort, an~~An individual who holds an emergency permit ~~issued by the CTC~~ or for whom a credential waiver has been granted by the CTC

**BP 4112.2(b)****CERTIFICATION**

Prior to requesting that the CTC issue an emergency permit pursuant to item #3 above or a limited assignment permit which allows a fully credentialed teacher to teach outside of his/her area of certification while working toward an added or supplementary authorization, the Board shall annually approve a Declaration of Need for Fully Qualified Educators. The Declaration of Need shall be approved by the Board as an action item at a regularly scheduled public Board meeting, with the entire Declaration of Need being included in the Board agenda. (Education Code 44225, 44225.7; 5 CCR 80023.2, 80026, 80027, 80027.1)

The Declaration of Need shall certify that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) and that the district has made reasonable efforts to recruit individuals who meet the qualifications specified in items #1-2 above. The Declaration of Need shall also indicate the number and type of emergency permits that the district estimates it will need during the valid period of the Declaration of Need, based on the previous year's actual needs and projections of enrollment. Whenever the actual number of permits needed exceeds the estimate by 10 percent, the Board shall revise and resubmit the Declaration of Need. (5 CCR 80026)

Whenever it is necessary to employ noncredentialed teachers to fill a position requiring certification qualifications, the Superintendent or designee shall provide support and guidance in accordance with law to ensure the quality of the instructional program.

**National Board for Professional Teaching Standards Certification**

The Board encourages district teachers to voluntarily ~~seek additional~~ complete the requirements for the advanced certification ~~from~~ awarded by the National Board for Professional Teaching Standards ~~which demonstrates advanced knowledge and teaching skills.~~

The Superintendent or designee shall inform all teachers about the program and how to acquire the necessary application and information materials. In accordance with the collective bargaining agreement and the district budget, the Superintendent or designee may provide release time, fee support, a stipend upon completion, or other support to teachers participating in the program.

*(cf. 4161.3 - Professional Leaves)*

**Parental Notifications**

At the beginning of each school year, the Superintendent or designee shall notify the parents/guardians of each student attending a school receiving Title I funds that they may request information regarding the professional qualifications of their child's classroom teacher including, but not limited to, whether the teacher: (20 USC 6312)

1. Has met state qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction

## CERTIFICATION

2. Is teaching under emergency or other provisional status through which state qualification or licensing criteria have been waived
3. Is teaching in the field of discipline of his/her certification

(cf. 5145.6 – Parental Notifications)

In addition, the Superintendent or designee shall notify parents/guardians in a timely manner whenever their child has been assigned, or has been taught for four or more consecutive weeks by, a teacher who does not meet applicable state certification or licensure requirements at the grade level and subject area to which the teacher has been assigned. (20 USC 63120

### *Legal Reference:*

#### EDUCATION CODE

8360-8370 *Qualifications of child care personnel*  
 32340-32341 *Unlawful issuance of a credential*  
 35186 *Complaints regarding teacher vacancy or misassignment*  
 44066 *Limitations on certification requirements*  
 44200-44399.1 *Teacher credentialing, especially:*  
 44250-44277 *Credential types; minimum requirements*  
 44300-44302 *Emergency permit*  
 44325-44329 *District Interns*  
 44330-44355 *Certificates and credentials*  
 44420-44440 *Revocation and suspension of credentials*  
 44450-44468 *University internship program*  
 44830-44929 *Employment of certificated persons; requirement of proficiency in basic skills*  
 56060-56063 *Substitute teachers in special education*

#### CODE OF REGULATIONS, TITLE 5

~~6100-6126 *Teacher qualifications, No Child Left Behind Act*~~  
 80001-80690.1 *Commission on Teacher Credentialing*

#### UNITED STATES CODE, TITLE 20

~~6319 *Highly qualified teachers*~~  
~~7801 *Definitions, highly qualified teacher*~~  
6312 *Title I local educational agency plans; notifications regarding teacher qualifications*

#### CODE OF FEDERAL REGULATIONS, TITLE 34

~~200.55-200.57 *Highly qualified teachers*~~  
 200.61 *Parent notification regarding teacher qualifications*

#### COURT DECISIONS

*Association of Mexican-American Educators, et. al. v. State of California and the Commission on Teacher Credentialing, (1993) 836 F.Supp. 1534*

### *Management Resources:*

#### COMMISSION ON TEACHER CREDENTIALING

CL 667 *Basic Skills Requirement*  
 CL-856 *Provisional Internship Permit*  
 CL 858 *Short-Term Staff Permit*  
 13-01 *Hiring Hierarchy in Education Code 44225.7, Coded Correspondence, January 30, 2013*  
*Subject Matter Authorization Guideline Book, 2012*  
*Supplementary Authorization Guideline Book, 2012*  
*California: Standards for the Teaching Profession, 2009*  
*The Administrator's Assignment Manual, rev. September 2007*

#### WEB SITES

CSBA: <http://www.csba.org>  
 Commission on Teacher Credentialing: <http://www.ctc.ca.gov>  
 Commission on Teacher Credentialing, *Credential Information Guide (for employers' use only)*: <http://www.ctc.ca.gov/credentials/cig>  
 National Board for Professional Teaching Standards: <http://www.nbpts.org>



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

Policy

**HANFORD ELEMENTARY SCHOOL DISTRICT**

Hanford, California

adopted: December 16, 1992

revised: November 11, 2001

revised: February 4, 2004

revised: September 6, 2006


revised: September 2, 2009

revised: December 10, 2014

revised: \_\_\_\_\_, 2017

HANFORD ELEMENTARY SCHOOL DISTRICT  
Human Resources Department  
**AGENDA REQUEST FORM**

TO: Joy Gabler

FROM: Jaime Martinez 

DATE: July 31, 2017

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

☒ Information  
☐ Action

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **August 9, 2017**

**ITEM:** Receive the following revised Administrative Regulation for information.

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

- AR 4112.22 – Staff Teaching English Learners (revised & retitled)

**FISCAL IMPACT:** None.

**RECOMMENDATION:** Consider for adoption at next regular board meeting.

AR 4112.22

## Certificated and Classified Personnel

### **STAFF TEACHING ~~STUDENTS OF LIMITED ENGLISH PROFICIENCY~~ LEARNERS**

#### **Definitions**

English learner means a student who is age 3-21 years, who is enrolled or is preparing to enroll in an elementary or secondary school, and whose difficulties in speaking, reading, writing, or understanding the English language may be sufficient to deny the student the ability to meet state academic standards, the ability to successfully achieve in classrooms where the language of instruction is English, or the opportunity to participate fully in society. An English learner may include a student who was not born in the United States or whose native language is a language other than English; a student who is Native American or Alaska Native, or a native resident of the outlying areas, who comes from an environment where a language other than English has had a significant impact on the individual's level of English language proficiency; or a student who is migratory, whose native language is a language other than English, and who comes from an environment where a language other than English is dominant. (Education Code 306; 20 USC 7801)

*Instruction for English language development (ELD)* means instruction designed specifically for ~~limited-English-proficient students~~ learners to develop their listening, speaking, reading, and writing skills in English. (Education Code 44253.2)

*Specially designed academic instruction in English (SDAIE)* means instruction in a subject area, delivered in English, that is specially designed to meet the needs of ~~limited-English-proficient students~~ learners. (Education Code 44253.2)

~~Content~~ Primary language instruction includes both primary language development designed to develop English learners' listening, speaking, reading, and writing skills in their primary language and content instruction delivered in the primary language means instruction in any subject area delivered in the primary language of the student. (Education Code 44253.2)

*(cf. 6174 – Education for English Learners)*

#### **Teacher Qualifications**

~~The Superintendent or designee shall ensure that~~ Only a teacher providing instruction for English language development (ELD), specially designed academic instruction in English (SDAIE) and/or content instruction in any student's primary language who possesses the an appropriate authorization issued by the Commission on Teacher Credentialing (CTC) shall provide ELD, SDAIE, and/or primary language instruction in a class with one or more English learners.

*(cf. 1312.4 – Williams Uniform Complaint Procedures)*

*(cf. 4112.2 - Certification)*

*(cf. 4112.21 - Interns)*

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

(~~cf. 4113 - Assignment~~)

(cf. 4131 Staff Development)

(cf. 4222 - Teacher Aides/Paraprofessionals)

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

The district may, for the purpose of providing primary language instruction, hire bilingual teachers who are employed in public or private schools of a foreign country, state, territory, or possession, provided such teachers speak English fluently and hold the necessary sojourn credential issued by the CTC. After the initial two-year sojourn credential expires, the teacher may annually apply to the CTC for an extension for a total period of not more than five years. Any application for renewal shall include verification by the Superintendent or designee that termination of the employment would adversely affect an existing bilingual program and that attempts to secure the employment of a qualified certificated California teacher have been unsuccessful. (Education Code 44856)

~~The Governing Board shall make reasonable efforts to assign teachers with appropriate ELD authorizations to those students who need ELD instruction. However, a teacher awarded a Certificate of Completion of Staff Development for SDAIE pursuant to Education Code 44253.11 shall be considered certified and competent to provide ELD instruction (Education Code 44253.11)~~

~~A teacher may be provisionally assigned to provide instruction for ELD or SDAIE during the period that he/she is pursuing training to complete a Certificate of Completion of Staff Development pursuant to Education Code 44253.10 or 44253.11.~~

Legal Reference:

EDUCATION CODE

306 Definition, English learner

~~44253.1-44253.11 Certification for bilingual crosscultural competence~~Qualifications of teachers of English learners

~~44258.9 County superintendent review of teacher assignments~~

~~44259.5 Standards for teachers of all students, including English language learners~~

~~44380-44386 Alternative certification~~

~~52052 Adequate yearly progress~~

44856 Employment of teachers from foreign countries

~~52160-52178 Bilingual-Bicultural Act of 1976~~

~~52180-52186 Bilingual teacher training assistance program~~

~~62001-62005.5 Evaluation and sunseting of programs~~

~~99230-99242 Mathematics and Reading Professional Development Program~~

CODE OF REGULATIONS, TITLE 5

~~6100-6125 Teacher qualifications, No Child Left Behind Act~~

~~80016 Certificate of completion of staff development to teach English learners~~

80015 Requirements for the CLAD certification or English learner authorization

80015.1-80015.4 Requirements for CLAD, English learner authorization or bilingual authorization

80021 Short-Term Staff Permit

80021.1 Provisional Internship Program

80024.7-80024.8 Emergency CLAD and bilingual permits

UNITED STATES CODE, TITLE 20

~~6319 Highly qualified teachers~~

~~6601-6651 Training and recruiting high-quality teachers~~

6801-7014 Language instruction for English learners and immigrant students  
 7801 ~~Definitions, highly qualified teacher~~ Definition of English learner  
CODE OF FEDERAL REGULATIONS, TITLE 34  
 200.55-200.57 ~~Highly qualified teachers~~  
COURT DECISIONS  
 Teresa P. et al v. Berkeley Unified School District et al, (1989) 724 F.Supp. 698

Management Resources:

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS  
~~Languages Other than English Single Subject Matter Standards for the Single Subject Teaching — Credential, May 2004~~  
Administrator's Assignment Manual  
Frequently Asked Questions Concerning Appropriate Assignment and Authorizations to Serve English Learners in California  
 CL-622 ~~Serving English Learners, April 2006~~  
~~COMMISSION ON TEACHER CREDENTIALING CODED CORRESPONDENCE~~  
 06-0020 ~~Implementation of Senate Bill 1292 regarding options to earn an English Learner authorization, December 13, 2006~~  
 04-0001 ~~Clarification of authorizations to teach English learners, January 12, 2004~~  
U.S. DEPARTMENT OF EDUCATION GUIDANCE  
~~Improving Teacher Quality State Grants Title II, Part A Non-Regulatory Draft Guidance, revised — January 16, 2004~~  
CL-622 Serving English Learners  
CL-626B Bilingual Authorizations  
CL-626C Crosscultural, Language and Academic Development (CLAD) Certificate  
CL-568 The Sojourn Certificated Employee Credential  
CL-824 Certificate of Completion of Staff Development  
WEB SITES  
 CSBA: <http://www.csba.org>  
 California Association for Bilingual Education: <http://www.bilingualeducationgocabe.org>  
 California Department of Education, English Learners: <http://www.cde.ca.gov/sp/el>  
 California Teachers of English to Speakers of Other Languages: <http://www.catesol.org>  
 Commission on Teacher Credentialing: <http://www.ctc.ca.gov>  
 U.S. Department of Education: <http://www.ed.gov>


Regulation

adopted: 01/04/05  
 revised: 03/29/05  
 revised: 10/17/07  
 revised: \_\_/\_\_/17

HANFORD ELEMENTARY SCHOOL DISTRICT  
 Hanford, California

HANFORD ELEMENTARY SCHOOL DISTRICT  
Human Resources Department  
**AGENDA REQUEST FORM**

TO: Joy Gabler

FROM: Jaime Martinez 

DATE: July 31, 2017

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

☒ Information  
☐ Action

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **August 9, 2017**

**ITEM:** Receive the following revised Board Policy for information.

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

- BP 4112.42/4212.42/4312.43 – Drug and Alcohol Testing for Holders of Commercial Motor Vehicle Licenses (revised)

**FISCAL IMPACT:** None.

**RECOMMENDATION:** Consider for adoption at next regular board meeting.

**All Personnel**

BP 4112.42 (a)

4212.42

4312.42

**DRUG AND ALCOHOL TESTING FOR HOLDERS OF COMMERCIAL MOTOR VEHICLE LICENSES**

The Governing Board of Trustees desires to ensure that district-provided transportation is safe for students, staff, and the public. To that end, the Superintendent or designee shall establish a drug and alcohol testing program ~~for all district drivers and~~ designed to prevent the operation of buses or the performance of other employee safety-sensitive functions by a driver who is under the influence of drugs or alcohol, including a driver of a school bus, student activity bus, or other school transportation vehicle or any other employee who holds a commercial driver's license which is necessary to perform duties related to ~~their district employment with the district.~~ This program shall be designed to fulfill the requirements of state and federal law.

(cf. 3540 – Transportation)

(cf. 3542 - School Bus Drivers)

(cf. 3543 – Transportation Safety and Emergencies)

~~The district's testing program shall include pre-employment drug testing and reasonable suspicion, random, post accident, return to duty, and follow up drug and alcohol testing of drivers. (49 USC 31306)~~

~~The Superintendent or designee shall contract for testing services and shall ensure that testing contractors and procedures are certified by the U.S. Department of Health and Human Services to conduct drug specimen analysis and to conform to the requirements of federal law.~~

~~(cf. 3542 – School Bus Drivers)~~

~~(cf. 4020 – Drug and Alcohol-Free Workplace)~~

(cf. 4112.41/4212.41/4312.41 - Employee Drug Testing)

~~No covered employee may operate a district vehicle when his/her blood alcohol content is found to be .01 percent or greater. A covered employee driver shall not report for duty or remain on duty when he/she has used any drug listed in 21 CFR 1308.11. A driver is also prohibited from reporting for duty or remaining on duty when he/she has used any drug listed in 21 CFR 1308.12-1308.15, unless he/she is using the drug under the direction of a physician who has advised him/her that the substance will not adversely affect the driver's ability to safely operate a bus. In addition, a driver shall not consume alcohol while on duty or for four hours prior to on-duty time and up to eight hours following an accident or until he/she undergoes a post accident test, whichever occurs first. A covered employee shall not report for duty or remain on duty that requires performing safety sensitive functions when the covered employee uses a controlled substance, unless so instructed by a physician. (49 CFR 382.205<sup>201</sup>, 382.207<sup>209</sup>, 382.209; Vehicle Code 34520.3; 13 CCR 1213.1<sup>213</sup>)~~

The district's testing program for drivers shall include pre-employment drug testing and

reasonable suspicion, random, post-accident, return-to-duty, and follow-up drug and alcohol testing of drivers. (49 USC 31306; 49 CFR 382.301-382.311)

~~Any covered employee who tests positive for alcohol~~The Board shall contract for testing services upon verifying that the personnel are appropriately qualified and/or certified and that testing procedures conform to federal regulations.

Except as otherwise provided by law, the Superintendent or drugs designee shall not release individual test results or medical information about a driver to a third party without the driver's specific written consent. (49 CFR 40.321)

### Consequences Based on Test Results

Any driver who refuses to submit to a take a required drug or alcohol test, tests positive for drugs, or is found to have a blood alcohol concentration level that exceeds the levels specified in law shall be removed from performing safety-sensitive functions and may be subject to disciplinary action up to and including dismissal in accordance with law, administrative regulations, and the district's collective bargaining agreement in accordance with 49 CFR 40.23 and 382.211.

~~(cf. 4117.4 – Dismissal)~~

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

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

No driver shall be temporarily removed from the performance of safety-sensitive functions based only on a laboratory report of a confirmed positive test before the certified medical review officer has completed verification of the test results, unless the district has obtained a waiver. (49 CFR 40.21, 382.107, 382.119)

Not later than five days after receiving notification of the test result or refusal to comply, the Superintendent or designee shall report any refusal, failure to comply, or positive test result to the California Department of Motor Vehicles (DMV) using a form approved by the DMV. (Vehicle Code 13376)

Any driver who refuses, fails to comply, or has a positive test result may be referred to an education and treatment program that meets the requirements of 49 CFR 40.281-40.313. If the substance abuse professional recommends that ongoing services are needed to assist the driver to maintain sobriety or abstinence from drug use, the Superintendent or designee shall require the driver to participate in the recommended services as part of a return-to-duty agreement and shall monitor his/her compliance. Any drop from a rehabilitation or return-to-duty program or a subsequent positive test result shall be reported to the DMV. (Vehicle Code 13376; 49 CFR 40.285, 40.287, 40.303, 382.605)

~~(cf. 4159/4259/4359 – Employee Assistance Programs)~~

~~(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)~~

~~(cf. 4161.9/4261.9/4361.9 - Catastrophic Leave Program)~~

~~(cf. 4261.1 - Personal Illness/Injury Leave)~~



A driver who has violated federal drug and alcohol regulations may be subject to disciplinary action up to and including dismissal in accordance with law, administrative regulations, and the district's collective bargaining agreement.

*(cf. 4117.4 ~~4118~~- Dismissal)*

*(cf. ~~4118~~- Suspension/Disciplinary Action)*

*(cf. 4218 – Dismissal/Suspension/Disciplinary Action)*

~~The Superintendent or designee shall ensure that each covered employee receives an explanation of the federal regulations and the district's policy and procedure in accordance with law. In addition, each covered employee shall sign a statement certifying that he/she has received a copy of the above materials. Representatives of employee organizations shall be notified of the availability of this information. (49 CFR 382.601)~~

### Voluntary Self-Identification

Whenever a driver admits to alcohol or drug misuse under the district's voluntary self-identification program, the Superintendent or designee shall ensure all of the following: (49 CFR 382.121)

1. No adverse action shall be taken against the driver by the district.
2. The driver shall be allowed sufficient opportunity to seek evaluation, education, or treatment to establish control over his/her drug or alcohol problem.
3. The driver shall be permitted to participate in safety-sensitive functions only after:
  - a. Successfully completing an education or treatment program, as determined by a drug and alcohol abuse evaluation expert, such as an employee assistance professional, substance abuse professional, or qualified drug and alcohol counselor
  - b. Undergoing a return-to-duty test with a result indicating an alcohol concentration of less than 0.02 and/or a verified negative result for drug use

A driver who admits to alcohol or drug misuse shall not be subject to federal requirements related to referral, evaluation, and treatment, provided that he/she does not self-identify in order to avoid drug or alcohol testing, makes the admission prior to performing a safety-sensitive function, and does not perform a safety-sensitive function until he/she has been evaluated and has successfully completed education or treatment requirements in accordance with program guidelines. (49 CFR 382.121)

*(cf. 4112.9/4212.9/4312.9 – Employee Notifications)*

*Legal Reference: next page*

*Legal Reference:*

## EDUCATION CODE

35160 Authority of governing boards

GOVERNMENT CODE8355 Drug-free workplace; employee notification

## VEHICLE CODE

13376 Driver certificates; revocation or suspension

34500-34520.5 Safety Regulations

## CODE OF REGULATIONS, TITLE 13

1200-1293 Motor carrier safety, especially:

1213.1 Placing drivers out-of-service

UNITED STATES CODE, TITLE 418101-8106 Drug-Free Workplace ActUNITED STATES CODE, TITLE 4931306 Alcohol and ~~controlled substances~~ drug testing~~41501-41507 Transportation Employee Testing Act~~CODE OF FEDERAL REGULATIONS, TITLE 4940.1-40.413 ~~Part 40,-~~ Procedures for transportation workplace drug and alcohol testing programs382.101-382.605 ~~Controlled substance~~ Drug and alcohol use and testing; especially:

382.205 On-duty use

382.207 Pre-duty use

382.209 Use following an accident

## Management Resources:

CALIFORNIA HIGHWAY PATROL PUBLICATIONSControlled Substances and Alcohol Testing Compliance Checklist, 2007What is CSAT? Controlled Substances and Alcohol Testing, 2005

## WEB SITES

California Highway Patrol: <http://www.chp.ca.gov>Federal Motor Carrier Safety Administration: <http://www.fmcsa.dot.gov>

U.S. department of Transportation, Office of Drug and Alcohol Policy and Compliance:

<http://www.dot.gov/ost/dapc>

## Policy

adopted: March 11, 1998

revised: November 7, 2001


revised: January 20, 2010

revised: \_\_\_\_\_, 2017**HANFORD ELEMENTARY SCHOOL DISTRICT**

Hanford, California

HANFORD ELEMENTARY SCHOOL DISTRICT  
Human Resources Department  
**AGENDA REQUEST FORM**

TO: Joy Gabler

FROM: Jaime Martinez 

DATE: July 31, 2017

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

☒ Information  
☐ Action

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **August 9, 2017**

**ITEM:** Receive the following revised Exhibit for information.

**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.

- E 4112.9/4212.9/4312.9 – Employee Notifications (revised)

**FISCAL IMPACT:** None.

**RECOMMENDATION:** Consider for adoption at next regular board meeting.

**All Personnel**

E 4112.9 (a)  
4212.9  
4312.9

**EMPLOYEE NOTIFICATIONS**

The following Exhibit lists notices which the law requires be provided to employees.

**I. To All Employees**

When/Whom to Notify: At the beginning of school year or upon employment

Education or Other Legal Code: Education Code 231.5, Government Code 12950, 2 CCR 44023.11024

Board Policy/Administrative Regulation #: See AR 4119.11/4219.11/4319.11

Subject: The district's policy on sexual harassment, legal remedies, complaints

When/Whom to Notify: Annually to all employees and 72 hours before pesticide application

Education or Other Legal Code: Education Code 17612

Board Policy/Administrative Regulation #: See AR 3514.2

Subject: Use of pesticide product, active ingredients, Internet address to access information

When/Whom to Notify: To all employees, prior to implementing year-round schedule

Education or Other Legal Code: Education Code 37616

Board Policy/Administrative Regulation #: See ~~AR 6112~~ BP 6117

Subject: Public hearing on year-round implementing year-round program schedule

When/Whom to Notify: To all employees, prior to implementing ~~block~~ alternative schedule

Education or Other Legal Code: Education Code 46162

Board Policy/Administrative Regulation #: See AR 6112

Subject: Public hearing on ~~block~~ alternative schedule

When/Whom to Notify: Annually to all employees

Education or Other Legal Code: Education Code 49013; 5 CCR 4622

Board Policy/Administrative Regulation #: See AR 1312.3; See BP 0460; See BP 3260

Subject: Uniform complaint procedures, appeals, civil law remedies, coordinator, complaints about student fees and local control ~~and~~ accountability plan

When/Whom to Notify: To all employees

Education or Other Legal Code: Education Code 49414

Board Policy/Administrative Regulation #: See BP 5141.21

Subject: Request for volunteers to be trained to administer epinephrine auto-injectors

When/Whom to Notify: To all employees

Education or Other Legal Code: Government Code 1126

Board Policy/Administrative Regulation #: See BP 4136/4236/4336

Subject: Prohibition of activities that are inconsistent, incompatible, in conflict with, or inimical to duties; discipline; appeal

When/Whom to Notify: Prior to beginning employment

Education or Other Legal Code: Government Code 3102

Board Policy/Administrative Regulation #: See AR 4112.3/4212.3/4312.3

Subject: Oath or affirmation of allegiance required of ~~public employees~~ disaster service workers

When/Whom to Notify: To all employees

Education or Other Legal Code: Government Code 8355; 41 USC 8102; 34 CFR 84.205, 84.210

Board Policy/Administrative Regulation #: See BP 4020, #: See BP 4159/4259/4359

Subject: District's drug- and alcohol-free workplace; actions that will be taken if violated; available employee assistance programs

When/Whom to Notify: Upon employment

Education or Other Legal Code: Government Code 21029

Board Policy/Administrative Regulation #: None

Subject: Right to purchase PERS service credit for military service performed prior to public employment

When/Whom to Notify: Upon placement of automated external defibrillator (AED) in school, and annually thereafter

Education or Other Legal Code: Health and Safety Code 1797.796

Board Policy/Administrative Regulation #: See AR 5141

Subject: Proper use of AED; location of all AEDs on campus, sudden cardiac arrest, school's emergency response plan

When/Whom to Notify: To all employees, if the district receives Tobacco-Use Prevention Education funds

Education or Other Legal Code: Health and Safety Code 104420

Board Policy/Administrative Regulation #: See AR 3513.3

Subject: District's tobacco-free schools policy and enforcement procedures

When/Whom to Notify: Annually to all employees, or more frequently if there is new information

Education or Other Legal Code: Health and Safety Code 120875, 120880

Board Policy/Administrative Regulation #: See AR 4119.43/4219.43/4319.43

Subject: AIDS and hepatitis B, ~~including~~ methods to prevent exposure

When/Whom to Notify: Annually to all employees, with each paycheck

Education or Other Legal Code: Labor Code 246

Board Policy/Administrative Regulation #: See AR 4161.1/4261.1/4361.1

Subject: Amount of sick leave available

When/Whom to Notify: To covered employees and former employees

Education or Other Legal Code: Labor Code 2800.2

Board Policy/Administrative Regulation #: See AR 4154/4254/4354

Subject: Availability of COBRA/Cal-COBRA continuation and conversion coverage; statement encouraging careful examination of options before declining coverage

When/Whom to Notify: ~~Upon employment~~ To every new employee, either at the time employee is hired or by end of first pay period

Education or Other Legal Code: Labor Code 3551

Board Policy/Administrative Regulation #: See BP 4157.1/4257.1/4357.1

Subject: Workers' compensation benefits, how to obtain medical care, role of primary physician, form for reporting personal physician/chiropractor

When/Whom to Notify: Prior to beginning employment

Education or Other Legal Code: Penal Code 11165.7, 11166.5

Board Policy/Administrative Regulation #: See AR 5141.4

Subject: Status as a mandated reporter of child abuse, reporting obligations, confidentiality rights, copy of law

When/Whom to Notify: Upon employment, and when employee goes on leave for specified reasons

Education or Other Legal Code: Unemployment Insurance Code 2613

Board Policy/Administrative Regulation #: See AR 4154/4254/4354

Subject: Disability insurance rights and benefits

When/Whom to Notify: To all employees and job applicants

Education or Other Legal Code: ~~34 CFR 104.8, 106.9~~ 2 CCR 11023; 34 CFR 104.8, 106.9

Board Policy/Administrative Regulation #: See BP 0410, BP 4030

Subject: District's policy on nondiscrimination and related complaint procedures

When/Whom to Notify: To all employees via employee handbook, or to each new employee

Education or Other Legal Code: ~~2 CCR 11096~~ 2 CCR 11091, 11095; 29 CFR 825.300

Board Policy/Administrative Regulation #: See AR 4161.8/4261.8/4361.8

Subject: Benefits through Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA); obligation to provide 30 days' notice of need for leave when possible

When/Whom to Notify: Annually to all employees

Education or Other Legal Code: 40 CFR 763.84, 763.93

Board Policy/Administrative Regulation #: See AR 3514

Subject: Availability of asbestos management plan; any inspections, response actions or post-response actions planned or in progress

## **II. To Certificated Employees**

When/Whom to Notify: To eligible certificated employees in a timely manner, and to part-time and substitute certificated employees within 30 days of hire

Education or Other Legal Code: Education Code 22455.5

Board Policy/Administrative Regulation #: See AR 4121

Subject: Criteria for membership in retirement system; right to elect membership at any time

When/Whom to Notify: Upon employment of a retired certificated individual

Education or Other Legal Code: Education Code 22461

Board Policy/Administrative Regulation #: See AR 4117.14/4317.14

Subject: Postretirement earnings limitation or employment restriction; monthly report of compensation

When/Whom to Notify: To certificated employees

Education or Other Legal Code: Education Code 35171

Board Policy/Administrative Regulation #: See AR 4115, See BP 4315

Subject: District regulations related to performance evaluations

When/Whom to Notify: 30 days before last day of school year for instructional staff, or by June 30 for noninstructional certificated staff, in any year in which employee is evaluated

Education or Other Legal Code: Education Code 44663

Board Policy/Administrative Regulation #: See AR 4115

Subject: Copy of employee's evaluation

When/Whom to Notify: To a certificated employee with unsatisfactory evaluation, once per year for probationary employee or at least once every other year for permanent employee

Education or Other Legal Code: Education Code 44664

Board Policy/Administrative Regulation #: See AR 4115

Subject: Notice and description of the unsatisfactory performance

When/Whom to Notify: By May 30, if district elects to issue reemployment notices to certificated employees

Education or Other Legal Code: Education Code 44842

Board Policy/Administrative Regulation #: See AR 4112.1

Subject: Request ~~to~~ that the employee notify district of intent to remain in service ~~for the following school year; copy of law~~ next year

When/Whom to Notify: To certificated employees upon employment and to nonpermanent employees in July of each school year

Education or Other Legal Code: Education Code 44916

Board Policy/Administrative Regulation #: See AR 4112.1, See AR 4121

Subject: Employment status and salary

When/Whom to Notify: To probationary employees in district with ADA of 250 or more, by March 15 of employee's second consecutive year of employment

Education or Other Legal Code: Education Code 44929.21

Board Policy/Administrative Regulation #: See AR 4117.6

Subject: Whether or not employee is reelected for next school year

When/Whom to Notify: When certificated employee is subject to disciplinary action for cause, at any time of year or, for charge of unsatisfactory performance, during instructional year

Education or Other Legal Code: Education Code 44934, 44934.1, 44936

Board Policy/Administrative Regulation #: See AR 4117.4, See BP 4118; See AR 4118

Subject: Notice of charges, procedures, and employee rights; intent to dismiss or suspend 30 days after notice

When/Whom to Notify: To certificated employee charged with unprofessional conduct, at least 45 days prior to suspension/dismissal notice

Education or Other Legal Code: Education Code 44938

Board Policy/Administrative Regulation #: See AR ~~AR~~ BP 4118

Subject: Notice of deficiency and opportunity to correct

When/Whom to Notify: To certificated employee charged with unsatisfactory performance at least 90 days prior to suspension/dismissal notice or prior to last quarter of school year

Education or Other Legal Code: Education Code 44938

Board Policy/Administrative Regulation #: See BP 4118

Subject: Notice of deficiency and opportunity to correct

When/Whom to Notify: To certificated employee charged with mandatory leave of absence offense, within 10 days of entry of judgment in proceedings

Education or Other Legal Code: Education Code 44940.5

Board Policy/Administrative Regulation #: See AR 4118

Subject: Notice of intent to dismiss 30 days from notice unless employee demands hearing

When/Whom to Notify: To probationary employees 30 days prior to dismissal, ~~or~~ during school year, but not later than March 15 for second- year probationary employees

Education or Other Legal Code: Education Code 44948.3

Board Policy/Administrative Regulation #: See AR 4117.4 4118

Subject: Reasons for dismissal and opportunity to appeal

~~When/Whom to Notify: To probationary employees in districts with less than 250 ADA, before notice of nonreelection but no later than March 15, with final notice by May 15~~

~~Legal Code: Education Code 44948.5~~

~~Board Policy/Administrative Regulation #: AR 4117.4~~

~~Subject: Recommendation of nonreelection notice for reason other than personnel reduction; statement of reasons upon request~~

When/Whom to Notify: By March 15 when necessary to reduce certificated personnel, with final notice by May 15

Education or Other Legal Code: Education Code 44949, 44955

Board Policy/Administrative Regulation #: See BP 4117.3

Subject: Reasons for personnel reduction and employees' right to hearing; final notice of Board decision re: termination

When/Whom to Notify: On or before June 30, to temporary employee who served 75 percent of school year but will be released

Education or Other Legal Code: Education Code 44954

Board Policy/Administrative Regulation #: See BP 4121

Subject: District's decision not to reelect employee for following school year

When/Whom to Notify: To teacher, when a student engages in or is reasonably suspected of specified acts

Education or Other Legal Code: Education Code 49079

Board Policy/Administrative Regulation #: See AR 4158/4258/4358

Subject: Student has committed specified act that constitutes ground for suspension or expulsion

When/Whom to Notify: To certificated employee upon change in employment status due to alleged misconduct ~~or while allegation is pending~~

Education or Other Legal Code: 5 CCR 80303

Board Policy/Administrative Regulation #: See AR 4117.7/4317.7

Subject: Contents of state regulation re: report to Commission on Teacher Credentialing

~~When/Whom to Notify: To teachers when school is identified for Title I program improvement restructuring~~

~~Legal Code: 20 USC 6316~~

~~Board Policy/Administrative Regulation #: AR 0520.2~~

~~Subject: School identified for restructuring opportunity to comment and participate~~



### III. To Classified Employees

When/Whom to Notify: To classified employee charged with mandatory leave of absence offense, in merit system district

Education or Other Legal Code: Education Code 44940.5

Board Policy/Administrative Regulation #: See AR 4218

Subject: Notice of intent to dismiss in 30 days

When/Whom to Notify: When classified employee is subject to disciplinary action for cause, in nonmerit district

Education or Other Legal Code: Education Code 45113

Board Policy/Administrative Regulation #: See AR 4218

Subject: Notice of charges, procedures, and employee rights

When/Whom to Notify: To classified employees, at least 60 days prior to layoff, or by April 29 if specially funded program ~~is expiring~~ that expires at end of school year

Education or Other Legal Code: Education Code 45117

Board Policy/Administrative Regulation #: See AR 4217.3

Subject: Notice of layoff and reemployment rights

When/Whom to Notify: To classified employees upon employment and upon each change in classification

Education or Other Legal Code: Education Code 45169

Board Policy/Administrative Regulation #: See AR 4212

Subject: Employee's class specification, salary data, assignment or work location, duty hours, prescribed workweek

When/Whom to Notify: To classified permanent employee whose leave is exhausted

Education or Other Legal Code: Education Code 45192, 45195

Board Policy/Administrative Regulation #: See AR 4261.1, See AR 4261.11

Subject: Exhaustion of leave, opportunity to request additional leave

When/Whom to Notify: To school bus drivers and school activity bus drivers prior to expiration of specified documents

Education or Other Legal Code: 13 CCR 1234

Board Policy/Administrative Regulation #: See AR 3542

Subject: Expiration date of driver's license, driver's certificate and medical certificate; need to ~~be renewed~~ renew

When/Whom to Notify: To school bus drivers and school activity bus drivers upon employment and at least ~~one~~ once per year thereafter

Education or Other Legal Code: 13 CCR 2480

Board Policy/Administrative Regulation #: See AR 3542

Subject: Limitations on vehicle idling; consequences of not complying

When/Whom to Notify: To school bus drivers, prior to district drug testing program and thereafter upon employment

Education or Other Legal Code: 49 CFR 382.601

Board Policy/Administrative Regulation #: See BP 4112.42/4212.42/4312.42

Subject: Explanation of federal requirements for drug testing program and district's policy

#### **IV. To Administrative/Supervisory Personnel**

When/Whom to Notify: To deputy, associate, or assistant superintendent or senior manager of classified service, at least 45 days before expiration of contract

Education or Other Legal Code: Education Code 35031

Board Policy/Administrative Regulation #: See BP 4312.1

Subject: Decision not to reelect or reemploy upon expiration of contract or term

When/Whom to Notify: Upon request by administrative or supervisory employee transferred to teaching position

Education or Other Legal Code: Education Code 44896

Board Policy/Administrative Regulation #: See AR 4313.2

Subject: Statement of the reasons for the release or reassignment

#### **~~V. To Individual Employees Under Special Circumstances~~**

When/Whom to Notify: By March 15 to employee who may be released/reassigned the following school year

Education or Other Legal Code: Education Code 44951

Board Policy/Administrative Regulation #: See AR 4313.2

Subject: Notice that employee may be released or reassigned the following school year

#### **V. To Individual Employees Under Special Circumstances**

When/Whom to Notify: In the event of a breach of security of district records to affected employees

Education or Other Legal Code: Civil Code 1798.29

Board Policy/Administrative Regulation #: See BP 3580

Subject: Types of records affected, date of breach, description of incident, and, as applicable, contact information for credit reporting agencies.

When/Whom to Notify: Prior to placing derogatory information in personnel file

Education or Other Legal Code: Education Code 44031

Board Policy/Administrative Regulation #: See AR 4112.6/4212.6/4312.6

Subject: Notice of derogatory information, opportunity to review and comment

When/Whom to Notify: To employees who volunteer to administer epinephrine auto-injector

Education or Other Legal Code: Education Code 49414

Board Policy/Administrative Regulation #: See AR 5141.21

Subject: Defense and indemnification from civil liability by the district

When/Whom to Notify: To employees returning from military leave of absence, within 30 days of return

Education or Other Legal Code: Government Code 20997

Board Policy/Administrative Regulation #: See AR 4161.5/4261.5/4361.5

Subject: Right to receive PERS service credit for military service; application form

When/Whom to Notify: 24 hours before Board meets in closed session to hear complaints or charges against employee

Education or Other Legal Code: Government Code 54957

Board Policy/Administrative Regulation #: See BB 9321

Subject: Employee's right to have complaints/charges heard in open session

When/Whom to Notify: ~~Notice or training to~~ When taking disciplinary action against employee with access to for disclosure of confidential information

Education or Other Legal Code: Government Code 54963

Board Policy/Administrative Regulation #: See BP 4119.23/4219.23/4319.23

Subject: Law prohibiting disclosure of confidential information obtained in closed session

When/Whom to Notify: Within one working day of work-related injury or victimization of crime at workplace

Education or Other Legal Code: Labor Code 3553, 5401

Board Policy/Administrative Regulation #: See BP 4157.1/4257.1/4357.1

Subject: Potential eligibility for workers' compensation benefits, claim form

When/Whom to Notify: ~~Within five days of employee's request for family care and medical leave~~ When adverse employment action is based on DOJ criminal history information or subsequent arrest notification

Education or Other Legal Code: ~~2 CCR 11049, 29 CFR 825.300~~ Penal Code 11105, 11105.2

Board Policy/Administrative Regulation #: See AR 4161.8/4261.8/4361.8 4112.5/4212.5/4312.5

Subject: ~~Whether or not employee is eligible for FMLA leave~~ Copy of DOJ notification

When/Whom to Notify: To any employee with exposure to ~~bloodborne pathogens~~ blood or potentially infectious materials, upon initial employment and at least annually thereafter

Education or Other Legal Code: 8 CCR 3204, 5193

Board Policy/Administrative Regulation #: See AR 4119.42/4219.42/4319.42

Subject: The existence, location, and availability of exposure and medical records; person responsible for maintaining and providing access to records; right to access records

When/Whom to Notify: To any employee assigned to a work area where hazardous ~~chemicals~~ chemical are present, upon initial assignment and upon new exposure situation

Education or Other Legal Code: 8 CCR 5191

Board Policy/Administrative Regulation #: See AR 3514.1

Subject: Location and availability of chemical hygiene plan, exposure limits, signs and symptoms of exposure, location of reference material

When/Whom to Notify: To any employee who may be exposed to hazardous substances s in the work area, upon initial assignment and when new hazard is introduced into work area

Education or Other Legal Code: 8 CCR 5194

Board Policy/Administrative Regulation #: See AR 3514.1

Subject: Any presence of hazardous substances in the work area, location and availability of hazard communication program, new material safety data sheet, employee rights

When/Whom to Notify: To employee eligible for military leave

Education or Other Legal Code: 38 USC 4334

Board Policy/Administrative Regulation #: See AR 4161.5/4261.5/4361.5

Subject: Notice of rights, benefits, and obligations under military leave

When/Whom to Notify: Within five days of employee's request for family care and medical leave, receipt of supporting information, or district's knowledge that the requested leave may qualify as FMLA leave

Education or Other Legal Code: 29 CFR 825.300; 2 CCR 11049, 11091

Board Policy/Administrative Regulation #: See AR 4161.8/4261.8/4361.8

Subject: Designation of leave as FMLA or non-FMLA; if not eligible, reason not eligible; requirement to use paid leave; any requirement for fitness-for-duty certification; any subsequent changes in designation notice

When/Whom to Notify: Whenever notice of eligibility for FMLA is provided to employee

Education or Other Legal Code: 29 CFR 825.300

Board Policy/Administrative Regulation #: See AR 4161.8/4261.8/4361.8

Subject: Rights and responsibilities re: use of FMLA; consequences of failure to meet obligations

~~When/Whom to Notify: Within five days of receiving information to determine if leave qualifies for FMLA~~

~~Legal Code: 29 CFR 825.300~~


~~Board Policy/Administrative Regulation #: AR 4161.8/4261.8/4361.8~~

~~Subject: Designation of leave as FMLA or non-FMLA; any requirement to use paid leave; any requirement for fitness-for-duty certification; any subsequent changes in designation notice~~

Exhibit  
adopted: February 13, 2013  
revised: August 28, 2013  
revised: October 22, 2014  
revised: \_\_\_\_\_, 2017

**HANFORD ELEMENTARY SCHOOL DISTRICT**  
Hanford, California

HANFORD ELEMENTARY SCHOOL DISTRICT  
Human Resources Department  
**AGENDA REQUEST FORM**

TO: Joy Gabler  
FROM: Jaime Martinez   
DATE: July 31, 2017  
FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet  
  
☒ Information  
☐ Action

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **August 9, 2017**

**ITEM:** Receive the following revised Board Policy for information.

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

- BP 4113 – Assignment (revised)

**FISCAL IMPACT:** None.

**RECOMMENDATION:** Consider for adoption at next regular board meeting.

Certificated personnel

BP 4113(a)

## ASSIGNMENT

In order to serve the best interests of students and the educational ~~programs~~program, of the ~~Governing district, the Board of Trustees~~ authorizes the Superintendent or designee to assign certificated personnel to positions for which their preparation, certification, professional experience, and aptitude qualify them.

*(cf. 4112.2 - Certification)*

*(cf. 4112.21 - Interns)*

*(cf. 4112.22 - Staff Teaching ~~Students of Limited English~~ Language Learners ~~Proficiency~~)*

*(cf. 4112.23 - Special Education Staff)*

*(cf. 4112.8/4212.8/4312.8 - Employment of Relatives)*

Teachers may be assigned to any school within the district in accordance with the collective bargaining agreement or Board policy.

*(cf. 4141/4241 - Collective Bargaining Agreement)*

### Assignment to Courses/Classes

The Superintendent or designee shall assign teachers to courses based on the grade level and subject matter authorized by their credentials.

When there is no credential authorization requirement for teaching an elective course, the Superintendent or designee shall select the credentialed teacher whose knowledge and skills best prepare him/her to provide instruction in that subject.

~~Teachers who are assigned to teach core academic subjects shall meet the requirements of the No Child Left Behind Act (NCLB) pertaining to qualifications of highly qualified teachers. (20 USC 6319, 7801; 5 CCR 6100-6126)~~

~~*(cf. 4112.24 - Teacher Qualifications Under the No Child Left Behind Act)*~~

The When specifically authorized by law or regulation, the Superintendent or designee may assign a teacher, with his/her consent, to a position outside his/her credential authorization ~~when specifically authorized by law or regulation, and~~ in accordance with the local teaching assignment options described in the Commission on Teacher Credentialing's (CTC) Administrator's Assignment Manual. Assignments made pursuant to Education Code 44256, 44258.2, and 44263 shall be annually approved by Board resolution. In such cases, the Superintendent or designee shall reference in district records the statute or regulation under which the assignment is authorized.

*(cf. 3580 – District Records)*

The Superintendent or designee shall periodically report to the Board on teacher assignments and vacancies including the number and type of assignments made outside a teacher's credential authorization through a local teaching assignment option. Whenever district misassignments and vacancies are reviewed by the County Superintendent of Schools or CTC ~~Commission on Teacher Credentialing~~, as applicable, the Superintendent or designee shall report the results to the Board and shall provide recommendations for remedying any identified issues.

## ASSIGNMENT

(cf. 1312.4 – Williams Uniform Complaint Procedures)

### Equitable Distribution of Qualified Teachers

~~In order to the~~ The Superintendent or designee shall ensure that highly qualified and experienced teachers are equitably distributed among district schools, including those with higher than average levels of low-income, minority, and/or academically underperforming students, ~~the Superintendent or designee shall.~~ He/she shall annually report to the Board comparisons of teacher qualifications across district schools, including the number of teachers serving under a provisional internship permit, short-term staff permit, intern credential, emergency permit, or credential waiver.

(cf. 0520.2 - Title I Program Improvement Schools)

- ~~1. Verify that all teachers of core academic subjects possess the qualifications of highly qualified teachers as required by NCLB or develop immediate and long term solutions for ensuring that all core academic classes will be taught by highly qualified teachers~~
- ~~2. Not assign teachers with provisional internship permits, short-term staffing permits, or credential waivers to schools that have 40 percent or higher poverty or are ranked in deciles 1-3 on the statewide Academic Performance Index~~
- ~~3. Not place interns in high poverty, low performing schools in greater numbers than in schools with low poverty or higher academic achievement~~
- ~~4. Compare teacher retention rates across district schools and develop strategies to recruit and retain experienced and effective teachers in hard-to-staff schools~~

Strategies for ensuring equitable access to experienced teachers may include, but are not limited to, incentives for voluntary transfers, provision of professional development, and/or programs to recruit and retain effective teachers.

(cf. 0460 – Local Control and Accountability Plan)

(cf. 4111 - Recruitment and Selection)

~~The Superintendent or designee shall annually report to the Board and the California Department of Education (CDE) comparisons of teacher qualifications across district schools. When required by the CDE, the Superintendent or designee shall develop an equitable distribution plan to identify strategies for recruiting, developing, and retaining highly qualified teachers in low-performing schools. As needed, the Board may direct the Superintendent to transfer teachers to high-need schools in accordance with law and the collective bargaining agreement, and/or may align district resources to improve the skills and qualifications of teachers at those schools.~~

(cf. 4114 - Transfers)

(cf. 4131 - Staff Development)

(cf. 4131.1 - ~~Beginning~~ Teacher Support and Guidance~~Induction~~)

(cf. 6171 – Title I Programs)

Legal Reference: (see next page)

## ASSIGNMENT

### Legal Reference:

#### EDUCATION CODE

33126 School accountability report card  
35035 Additional powers and duties of superintendent  
35186 Complaint process  
37616 Assignment of teachers to year-round schools  
44225.6 Commission report to the legislature re: teachers  
44250-44277 Credentials and assignments of teachers  
44314 Subject matter programs, approved subjects  
~~44395-44398 Incentives for assigning NBPTS-certified teachers to high priority schools~~  
44824 Assignment of teachers to weekend classes  
44955 Reduction in number of employees

#### GOVERNMENT CODE

3543.2 Scope of representation  
CODE OF REGULATIONS, TITLE 5  
~~6100-6126 Teacher qualifications, No Child Left Behind Act~~  
80003-80005 Credential authorizations  
80020-80020.5 Additional assignment authorizations  
80335 Performance of unauthorized professional services  
80339-80339.6 Unauthorized certificated employee assignment

#### UNITED STATES CODE, TITLE 20

6311 State plan  
6312 Local educational agency plans  
~~6319 Highly qualified teachers~~  
6601-6651 Teacher and Principal Training and Recruiting Fund  
~~7801 Definitions, highly qualified teacher~~  
CODE OF FEDERAL REGULATIONS, TITLE 34  
~~200.55-200.57 Highly qualified teachers~~

#### Management Resources:

#### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

~~California Revised State Plan~~ to Ensure Equitable Access to Excellent Educators Every Student Succeeds ~~for the~~  
~~No Child Left Behind Act 2016-17 School Year Transition Plan, April 2016, rev. September 2008~~

#### COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

Administrator's Assignment Manual – Updates and Revisions, May 2014

*The Administrator's Assignment Manual, rev. September 2007*

#### U.S. DEPARTMENT OF EDUCATION GUIDANCE

Transitioning to the Every Student Succeeds Act (ESSA): Frequently Asked Questions, rev. May 4, 2016

*Improving Teacher Quality State Grants: ESEA Title II, Part A, rev. October 5, 2006*

#### WEB SITES

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

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

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

~~Santa Clara County Office of Education, Personnel Management Assistance Team:~~  
~~<http://www.sccoe.org/depts/pmat>~~

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

Policy

adopted: December 16, 1992

revised: November 7, 2001

revised: January 12, 2005

revised: May 11, 2005

revised: September 2, 2009

revised:                     , 2017


**HANFORD ELEMENTARY SCHOOL DISTRICT**

Hanford, California



HANFORD ELEMENTARY SCHOOL DISTRICT  
Human Resources Department  
**AGENDA REQUEST FORM**

TO: Joy Gabler

FROM: Jaime Martinez 

DATE: July 31, 2017

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

☒ Information  
☐ Action

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **August 9, 2017**

**ITEM:** Receive the following revised Board Policy for information.

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

- BP 4113.4/4213.4/4313.4 – Temporary Modified/Light-Duty Assignment (revised)

**FISCAL IMPACT:** None.

**RECOMMENDATION:** Consider for adoption at next regular board meeting.

**All Personnel**

**BP 4113.4**  
**4213.4**  
**4313.4**

**TEMPORARY MODIFIED/LIGHT-DUTY ASSIGNMENT**

- A. The Board of Trustees believes that employees who suffered work-related injuries should be given an opportunity to return to work as soon as possible. Modified or light-duty assignments, when medically authorized, may be an appropriate means to minimize lost time and facilitate the employee's transition back his/her regular duties or full-time work.

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

- B. Whenever an employee on leave for an industrial injury or illness has been released by his/her physician for modified or light-duty assignments, the Superintendent or designee shall consult with the employee, his/her supervisor and, if necessary, the employee's physician to determine whether modified or light-duty work suitable to the employee's qualifications and work restrictions is available.
1. Modified or light-duty assignments, when available, shall accommodate medical restrictions specified by the employee's physician. They may include work in the employee's regular job classification or temporary extra work, substitute work, or work in a vacant position during the recruitment period in different job classification(s), paid at the employee's regular rate of pay.
  2. Modified or light-duty assignments are intended to address short-term work restrictions and shall not exceed twelve weeks in duration except when authorized by the Superintendent or his/her designee.
  3. The district's workers' compensation insurer shall be informed of any modified or light-duty assignments offered to an employee on temporary disability
- C. Modified or light-duty assignments shall not be used as a means to establish new position, to transfer to work from other positions or permanently alter standard position duties or work schedules, or to displace other employees.

*Legal Reference:***EDUCATION CODE**

44984 *Required rules for industrial accident and illness leave*

45192 *Industrial accident and illness leave for classified employees*

Policy

adopted: November 11, 2001


revised: \_\_\_\_\_, 2017

**HANFORD ELEMENTARY SCHOOL DISTRICT**

Hanford, California

HANFORD ELEMENTARY SCHOOL DISTRICT  
Human Resources Department  
**AGENDA REQUEST FORM**

TO: Joy Gabler

FROM: Jaime Martinez 

DATE: July 31, 2017

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

☒ Information  
☐ Action

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **August 9, 2017**

**ITEM:** Receive the following revised Administrative Regulation for information.

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

- AR 4222 – Teacher Aides/Paraprofessionals (revised)

**FISCAL IMPACT:** None.

**RECOMMENDATION:** Consider for adoption at next regular board meeting.

**Classified Personnel****AR 4222 (a)****TEACHER AIDES/PARAPROFESSIONALS****Qualifications**

~~A.~~ No person shall be initially assigned to assist in instruction as a paraprofessional unless he/she has demonstrated proficiency in reading, writing, and mathematics skills up to or exceeding that required for local high school seniors pursuant to Education Code 51220(a) and (f) ~~in the high school district that includes all or the largest portion of the district.~~ (Education Code 45330, 45344.5, 45361.5)

~~B.~~—A paraprofessional who has passed a ~~comparable~~ proficiency test in another district and was employed in the same capacity shall be considered to have met the district's proficiency standards; unless the district determines that the other district's test is not comparable. (Education Code; 45344.5, 45361.5)

The District also requires one of the following:

- A passing score on a formal state or local academic assessment exam demonstrating knowledge of and ability to assist in instructing reading, writing and mathematics; or
- Completion of an Associate's degree or higher; or
- Completion of two years of study at an institution of higher education (successful completion of at least 48 higher education semester units or equivalent quarter units)

A paraprofessional who has successfully passed the California Basic Educational Skills Test (CBEST) will meet both requirements of demonstrated proficiency and additional District requirements as listed above.

**C. Duties**

A paraprofessional ~~Instructional aides~~ shall perform only such duties as, in the judgment of the certificated personnel to whom the ~~instructional aide~~ paraprofessional is assigned, may be performed by a person not licensed as a classroom teacher. These duties shall not include assignment of grades to students. (Education Code ~~45344~~ 45330)

*(cf. 4112.2 - Certification)*

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

*(cf. 6171 - Title I Programs)*

~~D.~~—Instructional aides need not perform their duties only in the physical presence of the teacher, but the teacher shall retain responsibility for the instruction and supervision of the students in his/her charge. (Education Code 45344)

## AR 4222 (b)

**TEACHER AIDES/PARAPROFESSIONALS (continued)****E. ~~Qualifications and Duties of Paraprofessionals in Title I Programs~~**

~~— All paraprofessionals working in a program supported by federal Title I funds shall have received a high school diploma or its equivalent. (20 USC 6319; 34 CFR 200.58; Education Code 45330)~~

~~(cf. 6171 Title I Programs)~~

~~— In addition, at least one of the following criteria shall be met immediately by paraprofessionals hired on or after January 8, 2002, and by the end of the 2005-06 school year by paraprofessionals hired before January 8, 2002: 20 USC 6319; 34 CFR 200.58; Education Code 45330)~~

- ~~1. Completion of at least two years of study at an institution of higher education in accordance with the definition adopted by the State Board of Education, “two years of study” shall be equal to 48 semester units or equivalent quarter units.~~
- ~~2. Possession of an associate’s degree or higher~~
- ~~3. Knowledge of and ability to assist in instructing reading, writing, and mathematics, as demonstrated through a local or state assessment.~~

~~A paraprofessional who was hired on or before January 1, 2003, shall be deemed to have met the proficiency exam requirements of item #3 above if he/she has previously demonstrated, through a local assessment, knowledge of and an ability to assist in instructing reading, writing, and mathematics. (Education Code 45330)~~

~~When a paraprofessional has previously worked in another district, the superintendent or designee may determine whether any assessments conducted by the previous district satisfy the proficiency criteria of item #3 above.~~

~~Items #1-3 above shall not apply to any paraprofessional who is proficient in English and a language other than English and who provides services primarily to enhance the participation of children in Title I programs by acting as a translator, or whose duties consist solely of conducting parental involvement activities consistent with 20 USC 6319; 34 CFR 200.59; Education Code 45330).~~

**F. ~~Paraprofessionals working in a program supported by Title I funds may be assigned to: (20 USC 6319; 34 CFR 200.59)~~**

- ~~1. Provide one-on-one tutoring for eligible students, if the tutoring is scheduled at a time when a student would not otherwise receive instruction from a teacher~~
- ~~2. Assist with classroom management, such as organizing instructional and other materials~~

## AR 4222 (c)

**TEACHER AIDES/PARAPROFESSIONALS** (continued)

- ~~3. Provide assistance in a computer laboratory~~
- ~~4. Conduct parental involvement activities~~
- ~~5. Provide support in a library or media center~~
- ~~6. Act as a translator~~
- ~~7. Provide instructional services to students, provided that the paraprofessional is working under the direct supervision of a teacher.~~

~~Title I paraprofessionals may assume limited duties that are assigned to similar personnel in non-Title I programs, including duties beyond classroom instruction or that do not benefit Title I students, in the same proportion of total work time as non-Title I paraprofessionals. (20 USC 6319)~~

~~G. The principal of each school operating a Title I program shall annually attest in writing as to whether the school is in compliance with federal legal requirements regarding the qualifications and duties of paraprofessionals listed above. Copies of attestations shall be maintained at the school and district office and shall be available to the public upon request. (20 USC 6319)~~

~~The Human Resources Department shall be responsible for enforcing Board policy and this administrative regulation for verification of proficiencies in basic skills by persons employed as aides in the Hanford Elementary School District.~~

**H.—Parental Notification**

At the beginning of each school year, parents/guardians shall be notified that they may request information regarding whether their ~~children are~~ **child is** provided services by ~~paraprofessionals~~ **a paraprofessional** and, if so, their ~~the paraprofessional's~~ qualifications. (20 USC 6311**6312**)

(cf. 5145.6 - Parental Notification**s**)

**Regulation**


approved: December 12, 1991  
 revised: November 7, 2001  
 revised: January 14, 2004  
 revised: December 6, 2004  
 revised: November 2, 2011  
 revised: \_\_\_\_\_, 2017

**HANFORD ELEMENTARY SCHOOL DISTRICT**

Hanford, California

HANFORD ELEMENTARY SCHOOL DISTRICT  
Human Resources Department  
**AGENDA REQUEST FORM**

TO: Joy Gabler

FROM: Jaime Martinez 

DATE: July 31, 2017

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

☒ Information  
☐ Action

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **August 9, 2017**

**ITEM:** Receive the following revised Board Policy for information.

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

- BP 4312.1 - Contracts (revised)

**FISCAL IMPACT:** None.

**RECOMMENDATION:** Consider for adoption at next regular board meeting.

## Administrative and Supervisory Personnel

BP 4312.1 (a)

### CONTRACTS

The Governing Board recognizes the importance of employing qualified and competent individuals to ~~lead~~manage district programs and to assist the Superintendent in coordinating efforts to achieve district goals and objectives. To that end, the Board may fill certificated administrative and supervisory positions and classified senior management positions on a contract basis.

*(cf. 0000 - Vision)*

*(cf. 2121 - Superintendent's Contract)*

*(cf. 4111/4211/4311 - Recruitment and Selection)*

*(cf. 4300 - Administrative and Supervisory Personnel)*

*(cf. 4313.2 - Demotion/Reassignment)*

*(cf. 4314 - Transfers)*

The Board may offer a continuing contract of up to four years to any deputy, associate, or assistant superintendent; any certificated employee holding a position requiring a supervision or administration credential; or any senior manager of the classified service. (Education Code 35031, 44929.20)

Prior to entering into any such contract, the Board and Superintendent shall consider the financial impact of the contract on the district. The proposed contract shall also be reviewed by legal counsel to ensure that all legally required provisions are included in the contract and to address any potentially adverse obligations ~~to~~for the district.

*(cf. 3460 - Financial Reports and Accountability)*

The Board ~~shall~~may deliberate in the closed session of a regular meeting about the terms of an employment contract for a deputy, associate, or assistant superintendent; other certificated employee holding a position requiring a supervision or administration credential; or a senior manager of the classified service. ~~(Government Code 54957)~~ Discussions regarding salary, salary schedule, or other compensation may occur in the closed session of a regular meeting only between the Board and its designated representative(s), as permitted under Government Code 54957.6 (the "labor exception") for the purpose of reviewing the Board's position and/or instructing the designated representative(s) prior to or during bona fide negotiations with the employee. Such deliberations shall not be held during a special meeting. (Government Code 54956, 54957, 54957.6)

*(cf. 9320 - Meetings and Notices)*

*(cf. 9321 - Closed Session Purposes and Agendas)*

*(cf. 9321.1 - Closed Session Actions and Reports)*

~~Any such~~The Board shall take final action on an employment contract ~~shall be ratified by the Board during an open session of a regularly scheduled Board meeting, and that action shall be reflected in the Board's minutes.~~ At that meeting, prior to taking action, the Board shall orally report a summary of the recommendation for the final action on salary or compensation in the form of fringe benefits. (Government Code 3511.1, 53262, 54953)

Copies of ~~the contracts~~any contract and other public records created or received in the process of developing the recommendation related to the salary, benefits, and other compensation shall be



available to the public upon request. (Government Code 53262, 54953)

(cf. 1340 - Access to District Records)

(cf. 9322 - Agenda/Meeting Materials)

(cf. 9324 - Minutes and Recordings)

## **Extension of Contract and Reemployment**

A contract shall be extended only by Board action and subsequent to a satisfactory evaluation of the employee's performance. No employment contract shall include a provision for automatic renewal of the contract.

(cf. 4315 - Evaluation/Supervision)

During the term of the contract and with the consent of the employee involved, the Board may reelect or reemploy the employee starting on the next succeeding first day of July and based on terms and conditions mutually agreed upon by the Board and the employee. (Education Code 35031)

If the Board decides not to reelect or reemploy a deputy, associate, or assistant superintendent or a senior manager of the classified service upon the expiration of his/her term, it shall notify the employee in writing 45 calendar days prior to the expiration of the term of the contract. (Education Code 35031)

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

## **Termination of Contract**

The Board may terminate an employment contract prior to its expiration date in accordance with the conditions and process specified in the contract.

Every ~~employee~~employment contract shall include a provision specifying the legal maximum cash settlement that the employee may receive in the event that the ~~Board finds it necessary to terminate the contract~~ is terminated prior to its expiration date. (Government Code 3511.2, 53260)

(cf. 4117.5/4217.5/4317.5 - Termination Agreements)

In addition, all ~~employee~~employment contracts shall include a provision that, if the employee is convicted of a crime involving an abuse of his/her office or position, he/she shall fully reimburse the district for payments he/she receives as paid leave salary pending investigation or as cash settlement upon his/her termination and for any funds expended by the district in his/her criminal legal defense. (Government Code 53243-53243.4, 53260)

### *Legal Reference:*

#### *EDUCATION CODE*

35030 Title of deputy, associate or assistant superintendent for certain positions

35031 Term of employment

44842 Automatic declining of employment

44843 Notice of employment to county superintendent

44929.20 Continuing contract

44951 Continuation in position unless notified

#### *GOVERNMENT CODE*

3511.1-3511.2 Local agency executives

~~53243-53243.4 Abuse of office~~

53260-53264 Employment contracts

54953 Oral summary of recommended salary and benefits of district executive

54954 Time and place of regular meetings

54956 Brown Act - Open meeting laws; special meetings

54957 Closed session, personnel matters

ATTORNEY GENERAL OPINIONS

57 Ops.Cal.Atty.Gen. 209 (1974)

Management Resources:

~~CSBA~~ ATTORNEY GENERAL PUBLICATIONS

~~Maximizing School Board Governance: The Board's Relationship to District Staff, 2007~~

The Brown Act: Open Meetings for Local Legislative Bodies, 2003

WEB SITES

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

Association of California School Administrators: <http://www.acsa.org>

California Office of the Attorney General: <http://oag.ca.gov>

Policy

adopted: September 26, 2012

revised: \_\_\_\_\_, 2017

**HANFORD ELEMENTARY SCHOOL DISTRICT**

Hanford, California

## HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Board of Trustees

FROM: Joy C. Gabler

DATE: 07/31/17

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

FOR: ☐ Information  
☒ Action

Date you wish to have your item considered: 08/09/17

**ITEM:** Consider approval of maintaining three Community Day School classes at Jefferson Charter Academy and certify that no satisfactory alternative facilities are available.

**PURPOSE:** In accordance with Education Code Section 48661(a)(2), when the governing board of a school district desires to operate a community day school to serve any kindergarten and grades 1 to 8, inclusive, but no higher grades, certifies by a two-thirds vote of its membership that satisfactory alternative facilities are not available for a community day school, a community day school may be situated on the same site as an elementary school.

It is recommended that Hanford Elementary Community Day School consisting of one K-3 grade classroom, one 4-6 grade classroom, and one 7-8 grade classroom, be located on the Jefferson Charter Academy campus. The reason for this recommendation is as follows:

- All elementary schools in the district are impacted and are not capable during the 2017-2018 school year of housing three Community Day School classrooms.
- No other elementary school facilities located in the District that meet the California public school facility structural standards are known to exist.
- The Jefferson campus provides age-appropriate playground equipment and separate restroom facilities.
- The Community Day School students will have a different start/finish time and will have a different lunch period than the other programs on the campus.

**FISCAL IMPACT:**

**RECOMMENDATIONS:** Approve maintaining three Community Day School classes at Jefferson Charter Academy and certify that no satisfactory alternative facilities are available.

## HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Joy Gabler

FROM: Karen McConnell

DATE: June 22, 2017

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

FOR: ☐ Information  
☒ Action

Date you wish to have your item considered: August 9, 2017

**ITEM:** Consider accepting a parent volunteer, Jami Jenkins, as the Hanford Elementary School District's representative to the Special Education Local Planning Agency ("SELPA") Community Advisory Committee ("CAC").

**PURPOSE:** Each SELPA is required to maintain a CAC. This committee is composed of representatives from each school district. These representatives must be appointed by and are responsible to their respective governing boards. The term of office is two years.

The CAC has responsibilities for, but not limited to, all the following:

- Advising the Special Education Governance Council through the SELPA Director regarding the development and review of the SELPA Local Plan. The Special Education Governance Council shall review and consider comments from the Community Advisory Committee.
- Recommending annual priorities to be addressed by the SELPA Local Plan.
- Encouraging community involvement in the development and review of the Local Plan.
- Supporting activities on behalf of individuals with exceptional needs.
- Assisting in parent education and in parent awareness of the importance of regular school attendance.

**FISCAL IMPACT:** None

**RECOMMENDATIONS:** Approve

# HANFORD ELEMENTARY SCHOOL DISTRICT

## AGENDA REQUEST FORM

TO: Joy Gabler

FROM: Doug Carlton

DATE: June 19, 2017

For: ☒ Board Meeting  
☐ Superintendent's Cabinet

For: ☐ Information  
☒ Action

Date you wish to have your item considered: August 9, 2017

**ITEM:** Hear and consider for approval 2017-2018 updated school plans.

**PURPOSE:** Each school has carefully and thoroughly followed the planning process. School site councils have approved the updated school plans for 2017-2018.

The school plans include funding from Title I Part A

**Fiscal Impact:**

School	Title I (SWP)
Hamilton Elementary	\$ 59,940
Jefferson Elementary	\$ 31,427
Kennedy Jr. High	\$ 72,971
King Elementary	\$ 81,862
Lincoln Elementary	\$ 62,292
Monroe Elementary	\$ 102,614
Richmond Elementary	\$ 64,233
Roosevelt Elementary	\$ 82,016
Simas Elementary	\$ 42,770
Washington Elementary	\$ 65,612
Wilson Jr. High	\$ 65,919
Total	\$ 731,656

**RECOMMENDATION:** Approve the updated 2017-2018 School plans.

**HANFORD ELEMENTARY SCHOOL DISTRICT****AGENDA REQUEST FORM**

TO: Joy Gabler

FROM: Doug Carlton

DATE: July 5, 2017

For: ☒ Board Meeting  
☐ Superintendent's Cabinet

For: ☐ Information  
☒ Action

Date you wish to have your item considered: August 9, 2017

**ITEM:** Hear and consider for approval 2017-2018 Local Education Agency Plan (LEAP)

**PURPOSE:** The district has carefully and thoroughly followed the planning process and has received input from stakeholder groups including the Parent Advisory Committee and District English Learner Advisory Committee.

**Fiscal Impact:**

The LEAP details how the district will use Title I, II, and III funds.

Title I \$1,724,639

Title II \$302,434

Title III \$236,824

**RECOMMENDATION:** Approve the updated 2017-2018 LEAP.

## HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Board of Trustees

FROM: Joy C. Gabler

DATE: 07/31/17

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

FOR: ☐ Information  
☒ Action

Date you wish to have your item considered: 08/09/17

**ITEM:** Approval of Purchase & Sale Agreement of real property, approximately 24 Acres ("Almond Parcel") of Settlor's land at Grangeville Boulevard and 12<sup>th</sup> Avenue, Hanford, California. Authorization to execute escrow documents required for the purchase of the property.

**PURPOSE:** Purchase of real property, approximately 24 Acres ("Almond Parcel") of Settlor's land at Grangeville Boulevard and 12<sup>th</sup> Avenue at \$35,000 per acre. The Purchase & Sale Agreement specifies \$15,000 to be deposited into the Escrow Account upon execution of the Agreement along with a 180-day escrow.

**FISCAL IMPACT:** \$35,000 per acre

**RECOMMENDATIONS:** Approve

## HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Board of Trustees

FROM: Joy C. Gabler

DATE: 07/31/17

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

FOR: ☐ Information  
☒ Action

Date you wish to have your item considered: 08/09/17

**ITEM:** Approval of Agricultural Lease of real property, approximately 24 Acres ("Almond Parcel") of Settlor's land at Grangeville Boulevard and 12<sup>th</sup> Avenue, Hanford, California.

**PURPOSE:** The Agricultural Lease of real property, approximately 24 Acres ("Almond Parcel") of Settlor's land at Grangeville Boulevard and 12<sup>th</sup> Avenue, Hanford, California will be leased to the Burris Park Foundation allowing the grounds, including the almond trees, to be maintained at no cost to the District. The initial lease will be for 3-years followed by a yearly lease thereafter until such time that the District is ready to build.


**FISCAL IMPACT:****RECOMMENDATIONS:** Approve



HANFORD ELEMENTARY SCHOOL DISTRICT  
Human Resources Department

**AGENDA REQUEST FORM**

**TO:** Joy Gabler

**FROM:** Jaime Martinez 

**DATE:** July 31, 2017

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

**DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED:** **August 9, 2017**

**ITEM:** Consider approval of personnel transactions and related matters.

**PURPOSE:**

**a. Employment**

Certificated

- Kelsey Hicks, Teacher, Probationary
- Anthony Porras, Teacher, Probationary

Certificated Short-Term Employment

- Sharon Ramseier-Williams, Teacher – 4<sup>th</sup> Grade planning at Jefferson Charter Academy, effective 7/28/17, 8/2/17 and 8/3/17 (3 days)

Classified Management

- Anthony Silva, Custodial Services Supervisor, District Services Facility, effective 7/5/17

Classified

- Jessica Bateman, READY Program Tutor – 4.5 hrs. Jefferson Charter Academy, effective 8/9/17
- Johnathan Covian, Food Service Worker I – 3.25 hrs., Hamilton, effective 8/11/17
- Yashimia Ford-Evans, READY Program Tutor – 4.5 hrs., Monroe, effective 8/9/17 (revised site)
- Adrian Garcia, Special Education Aide – 5.0 hrs., Lincoln, effective 8/14/17

Classified (continued)

- Emily Guilbeau, Special Education Aide – 5.0 hrs., Lincoln, effective 8/14/17
- Sasha Jamison, Special Education Aide – 5.0 hrs., Monroe, effective 8/14/17
- Melissa Lincicum, Substitute Telephone Clerk – 5.0 hrs., Human Resources, effective 8/11/17
- Udocia "Leonor" Littlejohn, Food Service Worker I – 3.0 hrs., Washington, effective 8/11/17
- Kristina Neves, Food Service Worker II – 2.5 hrs., Wilson, effective 8/11/17
- Rosie Ochoa, Food Service Worker II – 2.5 hrs., Kennedy, effective 8/11/17
- Kaylee Purdy, Special Circumstance Aide – 5.75 hrs., Simas, effective 8/14/17
- Brittany Winters, Health Care Assistant – 6.0 hrs., Hamilton, effective 8/8/17

Temporary Employees/Substitutes/Yard Supervisors

- Estevan Alcala, Substitute Yard Supervisor, effective 8/14/17; Short-term Yard Supervisor – 1.25 hrs., Monroe, effective 8/14/17 to 10/31/17
- Heidi Augusto, Short-term Yard Supervisor – 2.0 hrs., Washington, effective 8/14/17 to 12/15/17
- Danna Bailey, Short-term Bus Driver – 6.0 hrs., Transportation/DSF, effective 7/24/17 to 8/4/17
- Valarie Casarez, Substitute Yard Supervisor, effective 8/14/17
- Jessica Castro, Substitute READY Program Tutor, effective 8/14/17
- Maricia Cuevas, Short-term Bus Driver – 6.0 hrs., Transportation/DSF, effective 7/24/17 to 8/4/17
- Veronica Gonzalez, Substitute Yard Supervisor, effective 8/14/17; Short-term Yard Supervisor – 1.75 hrs., King, effective 8/14/17 to 10/31/17
- Maria Jones, Short-term Bus Driver – 6.0 hrs., Transportation/DSF, effective 7/24/17 to 8/4/17
- Rebecca Long, Substitute READY Program Tutor and Yard Supervisor, effective 8/14/17
- Cindy Navarro, Substitute Bilingual Clerk Typist I, Clerk Typist I, Custodian I, Food Service Worker I/II, Translator: Oral Interpreter and Written Translation, effective 8/14/17
- Sandra Torres, Substitute Yard Supervisor, effective 8/14/17; Short-term Yard Supervisor – 1.75 hrs., King, effective 8/14/17 to 10/31/17

**b. Resignations**

- Vicky Juarez, Health Care Assistant – 6.0 hrs., Roosevelt, effective 6/7/17
- Bailey King, Substitute READY Program Tutor, effective 9/19/16
- Tamika Manning, Substitute Yard Supervisor, effective 5/4/17
- Leslie Llamas, Teacher, Jefferson Charter Academy, effective 6/7/17

**b. Resignations (continued)**

- Jacqueline Medrano, Substitute Alternative Education Program Aide, Bilingual Aide I, Bilingual Clerk Typist II, Clerk Typist II, Special Circumstance Aide, Special Education Aide, Yard Supervisor, Translator: Oral Interpreter and Written Translator, effective 6/7/17
- Kimberley Moench, Health Care Assistant – 6.0 hrs., Jefferson Charter Academy, effective 6/7/17
- Steven Mueller, Teacher, Kennedy, effective 6/7/17
- Veronica Pelayo-Morales, Teacher, Jefferson Charter Academy, effective 6/7/17
- Ashley Thomas, Health Care Assistant – 6.0 hrs., Kennedy, effective 6/7/17

**c. Retirement**

- Susan Bettencourt, Administrative Secretary II – 8.0 hrs., Curriculum, Instruction and Professional Development, effective 10/20/17

**d. Reinstatement to Full-Time Status**

- Karen Belt, from 6<sup>th</sup> Grade, shared to 6<sup>th</sup> Grade full-time, Monroe, effective 8/7/17
- Joni Garner, from 6<sup>th</sup> Grade, shared to 5<sup>th</sup> Grade full-time, Monroe, effective 8/7/17

**e. Voluntary Transfer/Decrease in Hours**

- Debora Harris, Yard Supervisor, from 2.75 hrs., Hamilton to 2.0 hrs., Washington, effective 8/14/17

**f. Promotion/Transfer**

- Jennifer Fagundes, from Teacher Resource Specialist – 8.0 hrs., Teacher Resource Center to Administrative Secretary II – 8.0 hrs., Curriculum, Instruction and Professional Development, effective 10/2/17

**g. More Hours/Transfer**

- Elaine Grandmont, Food Service Worker I, from 3.25 hrs., Hamilton to 3.5 hrs., King, effective 8/11/17

**h. Provisional Internship Permit (PIP)**

The following employees will be employed on the basis of a Provisional Internship Permit for the 2017-18 school year:

- Torrey Edwards, 2<sup>nd</sup> Grade, Lincoln School
- Arianne Rogado, 6<sup>th</sup> Grade, Washington School
- Amanda Sewell, Transitional Kindergarten, King
- Lindsey Silva, 4<sup>th</sup> Grade, King

i. **Approve Variable Term Waiver Request, EC 44253.3**

- BCLAD for Ricardo Calvillo, 4<sup>th</sup> Grade FLI Teacher, Jefferson Charter Academy for 2017-18 school year
- BCLAD for Jesus Rodriguez, 5<sup>th</sup> Grade FLI Teacher, Jefferson Charter Academy for 2017-18 school year
- BCLAD for Isabel Vega, 4<sup>th</sup> Grade FLI Teacher, Jefferson Charter Academy for 2017-18 school year

**RECOMMENDATION:** Approve.

## HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Joy C. Gabler

FROM: David Endo

DATE: 07/31/2017

FOR: ☐ Board Meeting  
☒ Superintendent's Cabinet

FOR: ☐ Information  
☒ Action

Date you wish to have your item considered: 08/09/2017

**ITEM:**

Consider the adoption of Resolution # 2-18: Budget revisions – 45 day update.

**PURPOSE:**

There are several budget revisions resulting from the signing of the State budget on June 27, 2017. Education Code requires such changes be available for public review within 45 days of the signing of the State budget. Attached are all the budget revisions that have occurred since the last set of budget revisions were presented to the Board on June 28, 2017.

**FISCAL IMPACT:**

The signing of the state budget included a decrease to the Local Control Funding Formula (LCFF) gap funding and an increase to the one time mandated cost revenues. The LCFF gap funding decrease resulted in decrease of approximately \$30,000 to the general fund and \$1,300 to the charter fund. The one time mandated cost revenues increase general fund revenues by approximately \$797,000 and \$67,000 in the charter fund allowing for a one-time transfer to the Other Post Employment Benefit fund of approximately \$864,000.

Additionally, there are a variety of budget changes associated with the updating of budget carryover and staffing updates.

**RECOMMENDATIONS:**

Adopt Resolution #2-18.

# Total General Fund Budget Comparison

166/231

## BEGINNING BALANCE

Net Beginning Balance

## REVENUES

Local Control Funding Formula Sources

Federal Revenues

Other State Revenues

Other Local Revenues

**Total Revenues**

## EXPENDITURES

Certificated Salaries

Classified Salaries

Employee Benefits

Books and Supplies

Services, Oth Oper Exp

Capital Outlay

Other Outgo

Direct/Indirect Support

**Total Expenditures**

## OTHER FINANCING SOURCES/USES

Transfers

Transfers In

Transfers Out

Other Sources/Uses

Sources

Contributions

**Total, Other Financing Sources/Uses**

**NET INCREASE (DECREASE) IN FUND BALANCE**

**ENDING FUND BALANCE**

17/18 adopted	17/18 state adopted	Difference	Comments
\$8,869,575	\$9,969,485		
\$52,536,587	\$52,506,891	(\$29,696)	Gap funding decrease from 43.97% to 43.19%
\$3,117,059	\$3,121,326	\$4,267	
\$4,321,794	\$5,498,105	\$1,176,311	\$797k One time mandated cost revenues / \$236k CA Clean Energy Act revenues / \$26k unrestricted lottery / \$88k Afterschool funding / \$23k restricted lottery
\$2,073,346	\$2,086,347	\$13,001	
<b>\$62,048,786</b>	<b>\$63,212,669</b>	<b>\$1,163,883</b>	
\$26,452,112	\$26,502,694	\$50,582	Staffing changes
\$10,424,580	\$10,405,592	(\$18,988)	Staffing changes
\$15,692,942	\$15,637,197	(\$55,745)	Staffing changes
\$3,866,133	\$3,941,778	\$75,645	\$12k Educator Effectiveness carryover / \$54k increase in restricted lottery budget
\$3,494,803	\$3,587,477	\$92,674	(\$25k) Removal of bus seat reconfiguration / \$125k Educator Effectiveness carryover
\$452,989	\$437,989	(\$15,000)	
\$1,313,762	\$1,315,265	\$1,503	
(\$334,000)	(\$334,000)	\$0	
<b>\$61,363,320</b>	<b>\$61,493,992</b>	<b>\$130,671</b>	
\$0	\$0	\$0	
\$0	\$797,181	\$797,181	\$797k One time mandated cost transfer
\$0	\$0	\$0	
\$0	\$0	\$0	
<b>\$0</b>	<b>(\$797,181)</b>	<b>(\$797,181)</b>	
<b>\$685,466</b>	<b>\$921,497</b>	<b>\$236,031</b>	
<b>\$9,555,041</b>	<b>\$10,890,981</b>	<b>\$236,031</b>	

# Total Charter Fund Budget Comparison

167/231

	17/18 adopted	17/18 state adopted	Difference	Comments
<b>BEGINNING BALANCE</b>				
Net Beginning Balance	\$231,045	\$361,412		
<b>REVENUES</b>				
Local Control Funding Formula Sources	\$3,710,342	\$3,709,041	(\$1,301)	Gap funding decrease
Federal Revenues	\$0	\$0	\$0	
Other State Revenues	\$207,396	\$282,388	\$74,992	\$67k One time mandated cost revenues / \$3k unrestricted lottery / \$2k restricted lottery
Other Local Revenues	\$9,351	\$9,351	\$0	
<b>Total Revenues</b>	<b>\$3,927,089</b>	<b>\$4,000,780</b>	<b>\$73,691</b>	
<b>EXPENDITURES</b>				
Certificated Salaries	\$1,691,084	\$1,662,917	(\$28,167)	Staffing changes
Classified Salaries	\$0	\$0	\$0	
Employee Benefits	\$691,243	\$686,221	(\$5,022)	Staffing changes
Books and Supplies	\$132,964	\$142,402	\$9,438	
Services, Oth Oper Exp	\$1,262,462	\$1,262,462	\$0	
Capital Outlay	\$5,010	\$5,010	\$0	
Other Outgo	\$0	\$0	\$0	
Direct/Indirect Support	\$185,000	\$185,000	\$0	
<b>Total Expenditures</b>	<b>\$3,967,763</b>	<b>\$3,944,012</b>	<b>(\$23,751)</b>	
<b>OTHER FINANCING SOURCES/USES</b>				
Transfers				
Transfers In	\$0	\$0	\$0	
Transfers Out	\$0	\$66,750	\$66,750	\$67k One time mandated cost transfer
Other Sources/Uses				
Sources	\$0	\$0	\$0	
Contributions	\$0	\$0	\$0	
<b>Total, Other Financing Sources/Uses</b>	<b>\$0</b>	<b>(\$66,750)</b>	<b>(\$66,750)</b>	
<b>NET INCREASE (DECREASE) IN FUND BALANCE</b>	<b>(\$40,674)</b>	<b>(\$9,982)</b>	<b>\$30,692</b>	
<b>ENDING FUND BALANCE</b>	<b>\$190,371</b>	<b>\$351,430</b>	<b>\$30,692</b>	

BEFORE THE GOVERNING BOARD OF THE  
HANFORD ELEMENTARY SCHOOL DISTRICT  
COUNTY OF KINGS, STATE OF CALIFORNIA

168/231

The Matter of  
Adopting Budget  
Revisions

**RESOLUTION #: 2-18**

**NOW, THEREFORE**, the Board of Trustees of the District resolves that the transfers for the attached budget revision be made as indicated.

The Board of Trustees adopted this resolution on                      08/09/2017                      by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

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Clerk of the Governing Board



**Pending Budget Revision**  
**Control Number 20180005**

**ResolutionNo. 2-18**

Fund: 0100 General Fund

FD---RE---Y-GO---FN---OB-----SI--L2	Revised	Adjustments	Proposed
<b>Income</b>			
0100-0000-0-0000-0000-801100-000-0000	\$44,004,444.00	(\$29,696.00)	\$43,974,748.00
0100-0000-0-0000-0000-855000-000-0000	\$158,000.00	\$6,500.00	\$164,500.00
0100-0000-0-0000-0000-855000-000-1111	\$0.00	\$797,181.00	\$797,181.00
0100-0000-0-0000-0000-898000-000-0000	(\$12,958,786.00)	\$3,120.00	(\$12,955,666.00)
0100-0000-0-0000-0000-898030-000-0000	(\$2,145,001.00)	(\$114,359.00)	(\$2,259,360.00)
0100-0332-0-0000-0000-898000-000-0000	\$12,931,288.00	(\$124,797.00)	\$12,806,491.00
0100-0332-0-0000-0000-898000-062-0000	(\$205,455.00)	\$113,292.00	(\$92,163.00)
0100-1100-0-0000-0000-856000-000-0000	\$776,500.00	\$25,500.00	\$802,000.00
0100-3010-0-0000-0000-829000-000-0000	\$2,280,386.00	\$4,268.00	\$2,284,654.00
0100-3010-0-0000-0000-899000-000-0000	(\$787,457.00)	(\$79.00)	(\$787,536.00)
0100-3150-0-0000-0000-899000-000-0000	\$787,457.00	\$79.00	\$787,536.00
0100-3310-0-5770-0000-898000-000-0000	\$7,498.00	\$107.00	\$7,605.00
0100-4035-0-0000-0000-829000-000-0000	\$294,352.00	(\$1.00)	\$294,351.00
0100-6010-0-0000-0000-859000-000-0000	\$1,012,500.00	\$87,500.00	\$1,100,000.00
0100-6010-0-0000-0000-898000-000-0000	\$205,455.00	(\$113,292.00)	\$92,163.00
0100-6230-0-0000-0000-859000-000-0000	\$0.00	\$236,330.00	\$236,330.00
0100-6230-0-0000-0000-898000-000-0000	\$0.00	\$121,570.00	\$121,570.00
0100-6300-0-0000-0000-856000-000-0000	\$242,700.00	\$23,300.00	\$266,000.00
0100-6500-0-5770-0000-898030-000-0000	\$2,145,001.00	\$114,359.00	\$2,259,360.00
0100-9044-0-0000-0000-869900-000-0000	\$0.00	\$13,001.07	\$13,001.07
***Income Total	<u>\$48,748,882.00</u>	<u>\$1,163,883.07</u>	<u>\$49,912,765.07</u>
<b>Expenses</b>			
0100-0000-0-0000-2100-130000-053-0000	\$139,267.00	\$2,333.00	\$141,600.00
0100-0000-0-0000-2100-240000-062-0000	\$111,631.00	\$8.00	\$111,639.00
0100-0000-0-0000-2100-310100-053-0000	\$20,096.00	\$337.00	\$20,433.00
0100-0000-0-0000-2100-320200-062-0000	\$17,570.00	\$2.00	\$17,572.00
0100-0000-0-0000-2100-330100-053-0000	\$2,019.00	\$34.00	\$2,053.00
0100-0000-0-0000-2100-360100-053-0000	\$2,632.00	\$44.00	\$2,676.00
0100-0000-0-0000-2700-240000-020-0021	\$108,132.00	\$26.00	\$108,158.00
0100-0000-0-0000-2700-240000-022-0000	\$131,178.00	\$41.00	\$131,219.00
0100-0000-0-0000-2700-240000-023-0000	\$103,249.00	\$18.00	\$103,267.00
0100-0000-0-0000-2700-240000-024-0000	\$128,096.00	\$33.00	\$128,129.00
0100-0000-0-0000-2700-240000-025-0000	\$107,127.00	\$26.00	\$107,153.00
0100-0000-0-0000-2700-240000-026-0000	\$127,262.00	\$29.00	\$127,291.00
0100-0000-0-0000-2700-240000-027-0000	\$106,404.00	\$27.00	\$106,431.00
0100-0000-0-0000-2700-240000-028-0000	\$111,015.00	\$27.00	\$111,042.00
0100-0000-0-0000-2700-240000-029-0000	\$105,127.00	\$26.00	\$105,153.00
0100-0000-0-0000-2700-240000-030-0000	\$134,684.00	\$33.00	\$134,717.00
0100-0000-0-0000-2700-240000-031-0000	\$137,105.00	\$42.00	\$137,147.00
0100-0000-0-0000-2700-320200-020-0021	\$17,310.00	\$5.00	\$17,315.00
0100-0000-0-0000-2700-320200-022-0000	\$20,826.00	\$7.00	\$20,833.00
0100-0000-0-0000-2700-320200-023-0000	\$16,489.00	\$3.00	\$16,492.00
0100-0000-0-0000-2700-320200-024-0000	\$20,348.00	\$5.00	\$20,353.00

**Pending Budget Revision**  
**Control Number 20180005**

**ResolutionNo. 2-18**

Fund: 0100 General Fund

FD---RE---Y-GO---FN---OB-----SI--L2	Revised	Adjustments	Proposed
<b>Expenses</b>			
0100-0000-0-0000-2700-320200-025-0000	\$17,091.00	\$4.00	\$17,095.00
0100-0000-0-0000-2700-320200-026-0000	\$20,218.00	\$5.00	\$20,223.00
0100-0000-0-0000-2700-320200-027-0000	\$16,979.00	\$4.00	\$16,983.00
0100-0000-0-0000-2700-320200-028-0000	\$17,695.00	\$4.00	\$17,699.00
0100-0000-0-0000-2700-320200-029-0000	\$16,781.00	\$4.00	\$16,785.00
0100-0000-0-0000-2700-320200-030-0000	\$21,557.00	\$5.00	\$21,562.00
0100-0000-0-0000-2700-320200-031-0000	\$21,933.00	\$6.00	\$21,939.00
0100-0000-0-0000-2700-330200-022-0000	\$10,258.00	\$3.00	\$10,261.00
0100-0000-0-0000-2700-330200-023-0000	\$8,122.00	\$1.00	\$8,123.00
0100-0000-0-0000-2700-330200-024-0000	\$10,023.00	\$2.00	\$10,025.00
0100-0000-0-0000-2700-330200-025-0000	\$8,418.00	\$2.00	\$8,420.00
0100-0000-0-0000-2700-330200-026-0000	\$9,959.00	\$2.00	\$9,961.00
0100-0000-0-0000-2700-330200-027-0000	\$8,363.00	\$2.00	\$8,365.00
0100-0000-0-0000-2700-330200-028-0000	\$8,716.00	\$2.00	\$8,718.00
0100-0000-0-0000-2700-330200-029-0000	\$8,265.00	\$2.00	\$8,267.00
0100-0000-0-0000-2700-330200-030-0000	\$10,618.00	\$3.00	\$10,621.00
0100-0000-0-0000-2700-330200-031-0000	\$10,803.00	\$3.00	\$10,806.00
0100-0000-0-0000-2700-350200-020-0021	\$65.00	(\$9.00)	\$56.00
0100-0000-0-0000-2700-360200-022-0000	\$2,534.00	\$1.00	\$2,535.00
0100-0000-0-0000-2700-360200-024-0000	\$2,476.00	\$1.00	\$2,477.00
0100-0000-0-0000-2700-360200-026-0000	\$2,460.00	\$1.00	\$2,461.00
0100-0000-0-0000-2700-360200-027-0000	\$2,066.00	\$1.00	\$2,067.00
0100-0000-0-0000-2700-360200-028-0000	\$2,153.00	\$1.00	\$2,154.00
0100-0000-0-0000-2700-360200-029-0000	\$2,042.00	\$1.00	\$2,043.00
0100-0000-0-0000-2700-360200-030-0000	\$2,623.00	\$1.00	\$2,624.00
0100-0000-0-0000-2700-360200-031-0000	\$2,669.00	\$1.00	\$2,670.00
0100-0000-0-0000-3600-220000-014-0000	\$264,979.00	(\$740.00)	\$264,239.00
0100-0000-0-0000-3600-220001-014-0000	\$236,279.00	\$86.00	\$236,365.00
0100-0000-0-0000-3600-320200-014-0000	\$87,091.00	(\$101.00)	\$86,990.00
0100-0000-0-0000-3600-330200-014-0000	\$42,898.00	(\$50.00)	\$42,848.00
0100-0000-0-0000-3600-360200-014-0000	\$10,598.00	(\$12.00)	\$10,586.00
0100-0000-0-0000-3600-560000-014-0000	\$43,545.00	(\$25,000.00)	\$18,545.00
0100-0000-0-0000-7150-240000-002-0000	\$65,990.00	\$25.00	\$66,015.00
0100-0000-0-0000-7150-320200-002-0000	\$10,404.00	\$4.00	\$10,408.00
0100-0000-0-0000-7150-330200-002-0000	\$5,125.00	\$2.00	\$5,127.00
0100-0000-0-0000-7150-350200-002-0000	\$33.00	\$1.00	\$34.00
0100-0000-0-0000-7150-360200-002-0000	\$1,266.00	\$1.00	\$1,267.00
0100-0000-0-0000-7210-731000-000-0000	(\$473,450.00)	\$9,456.63	(\$463,993.37)
0100-0000-0-0000-7300-230000-004-0000	\$277,302.00	\$2.00	\$277,304.00
0100-0000-0-0000-7300-240000-004-0000	\$352,307.00	\$108.00	\$352,415.00
0100-0000-0-0000-7300-320200-004-0000	\$97,987.00	\$16.00	\$98,003.00
0100-0000-0-0000-7300-330200-004-0000	\$48,265.00	\$8.00	\$48,273.00
0100-0000-0-0000-7300-350200-004-0000	\$315.00	\$1.00	\$316.00
0100-0000-0-0000-7300-360200-004-0000	\$11,924.00	\$2.00	\$11,926.00

**Pending Budget Revision**  
**Control Number 20180005**

**ResolutionNo. 2-18**

Fund: 0100 General Fund

FD---RE---Y-GO---FN---OB-----SI--L2	Revised	Adjustments	Proposed
<b>Expenses</b>			
0100-0000-0-0000-7400-130000-003-0000	\$137,600.00	\$2,000.00	\$139,600.00
0100-0000-0-0000-7400-240000-003-0000	\$508,875.00	\$20.00	\$508,895.00
0100-0000-0-0000-7400-310100-003-0000	\$19,856.00	\$288.00	\$20,144.00
0100-0000-0-0000-7400-320200-003-0000	\$79,127.00	\$3.00	\$79,130.00
0100-0000-0-0000-7400-330100-003-0000	\$1,995.00	\$29.00	\$2,024.00
0100-0000-0-0000-7400-330200-003-0000	\$38,975.00	\$1.00	\$38,976.00
0100-0000-0-0000-7400-350100-003-0000	\$69.00	\$1.00	\$70.00
0100-0000-0-0000-7400-360100-003-0000	\$2,601.00	\$37.00	\$2,638.00
0100-0000-0-0000-7550-240000-015-0000	\$55,744.00	\$26.00	\$55,770.00
0100-0000-0-0000-7550-320200-015-0000	\$8,658.00	\$4.00	\$8,662.00
0100-0000-0-0000-7550-330200-015-0000	\$4,264.00	\$2.00	\$4,266.00
0100-0000-0-0000-7700-240000-061-0000	\$71,621.00	\$19.00	\$71,640.00
0100-0000-0-0000-7700-320200-061-0000	\$31,899.00	\$3.00	\$31,902.00
0100-0000-0-0000-7700-330200-061-0000	\$15,712.00	\$2.00	\$15,714.00
0100-0000-0-0000-8200-220000-012-0000	\$360,710.00	\$2,145.00	\$362,855.00
0100-0000-0-0000-8200-220000-016-0000	\$1,174,780.00	\$66.00	\$1,174,846.00
0100-0000-0-0000-8200-220000-016-0021	\$99,140.00	\$198.00	\$99,338.00
0100-0000-0-0000-8200-220000-017-0000	\$184,956.00	\$53.00	\$185,009.00
0100-0000-0-0000-8200-240000-010-0000	\$33,400.00	\$1.00	\$33,401.00
0100-0000-0-0000-8200-320200-012-0000	\$57,122.00	\$334.00	\$57,456.00
0100-0000-0-0000-8200-320200-016-0000	\$185,592.00	\$11.00	\$185,603.00
0100-0000-0-0000-8200-320200-016-0021	\$15,995.00	\$31.00	\$16,026.00
0100-0000-0-0000-8200-320200-017-0000	\$29,921.00	\$9.00	\$29,930.00
0100-0000-0-0000-8200-330200-012-0000	\$28,136.00	\$165.00	\$28,301.00
0100-0000-0-0000-8200-330200-016-0000	\$91,416.00	\$5.00	\$91,421.00
0100-0000-0-0000-8200-330200-016-0021	\$7,879.00	\$15.00	\$7,894.00
0100-0000-0-0000-8200-330200-017-0000	\$14,738.00	\$4.00	\$14,742.00
0100-0000-0-0000-8200-350200-012-0000	\$184.00	\$1.00	\$185.00
0100-0000-0-0000-8200-350200-016-0000	\$597.00	\$1.00	\$598.00
0100-0000-0-0000-8200-350200-016-0021	\$51.00	\$1.00	\$52.00
0100-0000-0-0000-8200-360200-012-0000	\$6,951.00	\$41.00	\$6,992.00
0100-0000-0-0000-8200-360200-016-0000	\$22,585.00	\$1.00	\$22,586.00
0100-0000-0-0000-8200-360200-016-0021	\$1,947.00	\$3.00	\$1,950.00
0100-0000-0-0000-8200-360200-017-0000	\$3,641.00	\$1.00	\$3,642.00
0100-0000-0-0000-9200-714200-001-0000	\$1,228,497.00	(\$128,497.00)	\$1,100,000.00
0100-0000-0-0000-9300-761900-001-1111	\$0.00	\$797,181.00	\$797,181.00
0100-0000-0-1110-1000-110000-022-0000	\$1,627,572.00	\$1,585.00	\$1,629,157.00
0100-0000-0-1110-1000-110000-023-0000	\$1,358,744.00	\$55,489.00	\$1,414,233.00
0100-0000-0-1110-1000-110000-024-0000	\$2,152,806.00	(\$2,469.00)	\$2,150,337.00
0100-0000-0-1110-1000-110000-025-0000	\$1,396,603.00	(\$107,063.00)	\$1,289,540.00
0100-0000-0-1110-1000-110000-026-0000	\$1,804,004.00	(\$90,952.00)	\$1,713,052.00
0100-0000-0-1110-1000-110000-027-0000	\$1,394,097.00	\$136,746.00	\$1,530,843.00
0100-0000-0-1110-1000-110000-028-0000	\$1,376,043.00	\$123,809.00	\$1,499,852.00
0100-0000-0-1110-1000-110000-029-0000	\$0.00	\$61,149.00	\$61,149.00

**Pending Budget Revision**  
**Control Number 20180005**

**ResolutionNo. 2-18**

Fund: 0100 General Fund

FD---RE---Y-GO---FN---OB-----SI--L2	Revised	Adjustments	Proposed
<b>Expenses</b>			
0100-0000-0-1110-1000-310100-022-0000	\$234,859.00	\$228.00	\$235,087.00
0100-0000-0-1110-1000-310100-023-0000	\$196,067.00	\$8,007.00	\$204,074.00
0100-0000-0-1110-1000-310100-024-0000	\$310,650.00	(\$356.00)	\$310,294.00
0100-0000-0-1110-1000-310100-025-0000	\$201,530.00	(\$15,449.00)	\$186,081.00
0100-0000-0-1110-1000-310100-026-0000	\$260,318.00	(\$13,125.00)	\$247,193.00
0100-0000-0-1110-1000-310100-027-0000	\$201,168.00	\$19,733.00	\$220,901.00
0100-0000-0-1110-1000-310100-028-0000	\$198,563.00	\$17,866.00	\$216,429.00
0100-0000-0-1110-1000-310100-029-0000	\$0.00	\$8,824.00	\$8,824.00
0100-0000-0-1110-1000-330100-022-0000	\$23,600.00	\$23.00	\$23,623.00
0100-0000-0-1110-1000-330100-023-0000	\$19,702.00	\$804.00	\$20,506.00
0100-0000-0-1110-1000-330100-024-0000	\$31,216.00	(\$36.00)	\$31,180.00
0100-0000-0-1110-1000-330100-025-0000	\$20,251.00	(\$1,553.00)	\$18,698.00
0100-0000-0-1110-1000-330100-026-0000	\$26,158.00	(\$1,319.00)	\$24,839.00
0100-0000-0-1110-1000-330100-027-0000	\$20,214.00	\$1,983.00	\$22,197.00
0100-0000-0-1110-1000-330100-028-0000	\$19,953.00	\$1,795.00	\$21,748.00
0100-0000-0-1110-1000-330100-029-0000	\$0.00	\$887.00	\$887.00
0100-0000-0-1110-1000-340100-001-0000	\$456,345.00	(\$203,112.00)	\$253,233.00
0100-0000-0-1110-1000-340100-023-0000	\$239,309.00	\$14,077.00	\$253,386.00
0100-0000-0-1110-1000-340100-025-0000	\$267,463.00	(\$14,077.00)	\$253,386.00
0100-0000-0-1110-1000-340100-026-0000	\$323,771.00	(\$14,077.00)	\$309,694.00
0100-0000-0-1110-1000-340100-027-0000	\$253,386.00	\$28,154.00	\$281,540.00
0100-0000-0-1110-1000-340100-028-0000	\$281,540.00	\$14,077.00	\$295,617.00
0100-0000-0-1110-1000-340100-029-0000	\$0.00	\$14,077.00	\$14,077.00
0100-0000-0-1110-1000-350100-022-0000	\$814.00	\$1.00	\$815.00
0100-0000-0-1110-1000-350100-023-0000	\$679.00	\$28.00	\$707.00
0100-0000-0-1110-1000-350100-024-0000	\$1,076.00	(\$1.00)	\$1,075.00
0100-0000-0-1110-1000-350100-025-0000	\$698.00	(\$53.00)	\$645.00
0100-0000-0-1110-1000-350100-026-0000	\$902.00	(\$45.00)	\$857.00
0100-0000-0-1110-1000-350100-027-0000	\$697.00	\$68.00	\$765.00
0100-0000-0-1110-1000-350100-028-0000	\$688.00	\$62.00	\$750.00
0100-0000-0-1110-1000-350100-029-0000	\$0.00	\$31.00	\$31.00
0100-0000-0-1110-1000-360100-022-0000	\$30,761.00	\$30.00	\$30,791.00
0100-0000-0-1110-1000-360100-023-0000	\$25,680.00	\$1,049.00	\$26,729.00
0100-0000-0-1110-1000-360100-024-0000	\$40,688.00	(\$47.00)	\$40,641.00
0100-0000-0-1110-1000-360100-025-0000	\$26,396.00	(\$2,024.00)	\$24,372.00
0100-0000-0-1110-1000-360100-026-0000	\$34,096.00	(\$1,719.00)	\$32,377.00
0100-0000-0-1110-1000-360100-027-0000	\$26,348.00	\$2,585.00	\$28,933.00
0100-0000-0-1110-1000-360100-028-0000	\$26,007.00	\$2,340.00	\$28,347.00
0100-0000-0-1110-1000-360100-029-0000	\$0.00	\$1,156.00	\$1,156.00
0100-0332-0-0000-2140-240000-051-0000	\$61,866.00	\$18.00	\$61,884.00
0100-0332-0-0000-2140-320200-051-0000	\$9,629.00	\$2.00	\$9,631.00
0100-0332-0-0000-2140-330200-051-0000	\$4,743.00	\$1.00	\$4,744.00
0100-0332-0-0000-2150-240000-053-0000	\$62,991.00	\$18.00	\$63,009.00
0100-0332-0-0000-2150-320200-053-0000	\$9,830.00	\$3.00	\$9,833.00

**Pending Budget Revision**  
**Control Number 20180005**

**Resolution No. 2-18**

Fund: 0100 General Fund

FD---RE---Y-GO---FN---OB-----SI--L2	Revised	Adjustments	Proposed
<b>Expenses</b>			
0100-0332-0-0000-2150-330200-053-0000	\$4,842.00	\$1.00	\$4,843.00
0100-0332-0-0000-2150-350200-053-0000	\$31.00	\$1.00	\$32.00
0100-0332-0-0000-2150-360200-053-0000	\$1,196.00	\$1.00	\$1,197.00
0100-0332-0-0000-2420-220000-020-0000	\$265,947.00	(\$2,398.00)	\$263,549.00
0100-0332-0-0000-2420-220000-020-0021	\$26,197.00	\$7.00	\$26,204.00
0100-0332-0-0000-2420-220000-056-0000	\$56,113.00	\$23.00	\$56,136.00
0100-0332-0-0000-2420-240000-061-0000	\$382,761.00	\$3,735.00	\$386,496.00
0100-0332-0-0000-2420-320200-020-0000	\$41,304.00	(\$372.00)	\$40,932.00
0100-0332-0-0000-2420-320200-020-0021	\$4,069.00	\$1.00	\$4,070.00
0100-0332-0-0000-2420-320200-056-0000	\$8,777.00	\$4.00	\$8,781.00
0100-0332-0-0000-2420-320200-061-0000	\$59,447.00	\$580.00	\$60,027.00
0100-0332-0-0000-2420-330200-020-0000	\$20,345.00	(\$183.00)	\$20,162.00
0100-0332-0-0000-2420-330200-020-0021	\$2,004.00	\$1.00	\$2,005.00
0100-0332-0-0000-2420-330200-056-0000	\$4,323.00	\$2.00	\$4,325.00
0100-0332-0-0000-2420-330200-061-0000	\$29,281.00	\$286.00	\$29,567.00
0100-0332-0-0000-2420-350200-020-0000	\$133.00	(\$1.00)	\$132.00
0100-0332-0-0000-2420-350200-061-0000	\$191.00	\$2.00	\$193.00
0100-0332-0-0000-2420-360200-020-0000	\$5,026.00	(\$45.00)	\$4,981.00
0100-0332-0-0000-2420-360200-056-0000	\$1,068.00	\$1.00	\$1,069.00
0100-0332-0-0000-2420-360200-061-0000	\$7,234.00	\$71.00	\$7,305.00
0100-0332-0-0000-2495-571030-005-0000	\$4,000.00	(\$500.00)	\$3,500.00
0100-0332-0-0000-2700-130000-030-0000	\$148,462.00	(\$1,999.00)	\$146,463.00
0100-0332-0-0000-2700-130000-031-0000	\$147,877.00	\$1.00	\$147,878.00
0100-0332-0-0000-2700-240000-062-0000	\$27,703.00	\$8.00	\$27,711.00
0100-0332-0-0000-2700-310100-030-0000	\$21,423.00	(\$288.00)	\$21,135.00
0100-0332-0-0000-2700-320200-062-0000	\$4,598.00	\$1.00	\$4,599.00
0100-0332-0-0000-2700-330100-030-0000	\$2,153.00	(\$29.00)	\$2,124.00
0100-0332-0-0000-2700-350100-030-0000	\$74.00	(\$1.00)	\$73.00
0100-0332-0-0000-2700-360100-030-0000	\$2,806.00	(\$38.00)	\$2,768.00
0100-0332-0-0000-2700-360200-062-0000	\$559.00	\$1.00	\$560.00
0100-0332-0-0000-3110-130000-023-0000	\$73,660.00	\$1.00	\$73,661.00
0100-0332-0-0000-3110-130000-024-0000	\$73,660.00	\$1.00	\$73,661.00
0100-0332-0-0000-3110-130000-025-0000	\$73,660.00	\$1.00	\$73,661.00
0100-0332-0-0000-3110-130000-027-0000	\$73,660.00	\$1.00	\$73,661.00
0100-0332-0-0000-3110-130000-028-0000	\$74,994.00	\$1.00	\$74,995.00
0100-0332-0-0000-3110-130000-029-0000	\$73,660.00	\$1.00	\$73,661.00
0100-0332-0-0000-3110-130000-031-0000	\$74,994.00	\$1.00	\$74,995.00
0100-0332-0-0000-3130-130040-063-0000	\$0.00	\$5,000.00	\$5,000.00
0100-0332-0-0000-3130-240000-063-0000	\$50,967.00	\$21.00	\$50,988.00
0100-0332-0-0000-3130-290000-020-0000	\$465,186.00	\$199.00	\$465,385.00
0100-0332-0-0000-3130-290000-053-0000	\$51,698.00	\$21.00	\$51,719.00
0100-0332-0-0000-3130-310100-063-0000	\$18,461.00	\$721.00	\$19,182.00
0100-0332-0-0000-3130-320200-020-0000	\$72,248.00	\$31.00	\$72,279.00
0100-0332-0-0000-3130-320200-053-0000	\$8,076.00	\$3.00	\$8,079.00

**Pending Budget Revision**  
**Control Number 20180005**

**ResolutionNo. 2-18**

Fund: 0100 General Fund

FD---RE---Y-GO---FN---OB-----SI--L2	Revised	Adjustments	Proposed
<b>Expenses</b>			
0100-0332-0-0000-3130-320200-063-0000	\$7,916.00	\$3.00	\$7,919.00
0100-0332-0-0000-3130-330100-063-0000	\$1,855.00	\$73.00	\$1,928.00
0100-0332-0-0000-3130-330200-020-0000	\$35,587.00	\$15.00	\$35,602.00
0100-0332-0-0000-3130-330200-053-0000	\$3,978.00	\$1.00	\$3,979.00
0100-0332-0-0000-3130-330200-063-0000	\$3,899.00	\$2.00	\$3,901.00
0100-0332-0-0000-3130-350100-063-0000	\$64.00	\$2.00	\$66.00
0100-0332-0-0000-3130-360100-063-0000	\$2,418.00	\$94.00	\$2,512.00
0100-0332-0-0000-3130-360200-020-0000	\$8,792.00	\$4.00	\$8,796.00
0100-0332-0-0000-3130-360200-063-0000	\$963.00	\$1.00	\$964.00
0100-0332-0-0000-3140-120040-062-0000	\$0.00	\$4,000.00	\$4,000.00
0100-0332-0-0000-3140-220000-020-0000	\$298,359.00	\$135.00	\$298,494.00
0100-0332-0-0000-3140-220000-020-0021	\$28,588.00	\$16.00	\$28,604.00
0100-0332-0-0000-3140-310100-062-0000	\$69,693.00	\$577.00	\$70,270.00
0100-0332-0-0000-3140-320200-020-0000	\$46,338.00	\$21.00	\$46,359.00
0100-0332-0-0000-3140-320200-020-0021	\$4,440.00	\$3.00	\$4,443.00
0100-0332-0-0000-3140-330100-062-0000	\$7,003.00	\$58.00	\$7,061.00
0100-0332-0-0000-3140-330200-020-0000	\$22,824.00	\$11.00	\$22,835.00
0100-0332-0-0000-3140-330200-020-0021	\$2,187.00	\$1.00	\$2,188.00
0100-0332-0-0000-3140-350100-062-0000	\$241.00	\$2.00	\$243.00
0100-0332-0-0000-3140-360100-062-0000	\$9,128.00	\$76.00	\$9,204.00
0100-0332-0-0000-3140-360200-020-0000	\$5,639.00	\$3.00	\$5,642.00
0100-0332-0-0000-3140-360200-020-0021	\$540.00	\$1.00	\$541.00
0100-0332-0-0000-8200-220000-016-0000	\$90,470.00	\$1,750.00	\$92,220.00
0100-0332-0-0000-8200-320200-016-0000	\$14,051.00	\$272.00	\$14,323.00
0100-0332-0-0000-8200-330200-016-0000	\$6,921.00	\$134.00	\$7,055.00
0100-0332-0-0000-8200-350200-016-0000	\$45.00	\$1.00	\$46.00
0100-0332-0-0000-8200-360200-016-0000	\$1,710.00	\$33.00	\$1,743.00
0100-0332-0-0000-8300-510000-063-0000	\$196,040.00	(\$196,040.00)	\$0.00
0100-0332-0-0000-8300-580000-063-0000	\$0.00	\$196,040.00	\$196,040.00
0100-0332-0-1110-1000-110000-022-0000	\$58,798.00	(\$1.00)	\$58,797.00
0100-0332-0-1110-1000-110000-029-0000	\$91,716.00	(\$1.00)	\$91,715.00
0100-0332-0-1110-1000-210000-020-0000	\$34,560.00	\$11.00	\$34,571.00
0100-0332-0-1110-1000-290000-020-0000	\$484,650.00	\$21,233.00	\$505,883.00
0100-0332-0-1110-1000-290000-020-0021	\$36,788.00	(\$1,369.00)	\$35,419.00
0100-0332-0-1110-1000-310100-022-0000	\$8,546.00	(\$1.00)	\$8,545.00
0100-0332-0-1110-1000-310100-029-0000	\$13,235.00	(\$1.00)	\$13,234.00
0100-0332-0-1110-1000-320200-020-0000	\$83,779.00	\$3,299.00	\$87,078.00
0100-0332-0-1110-1000-320200-020-0001	\$0.00	(\$60,000.00)	(\$60,000.00)
0100-0332-0-1110-1000-320200-020-0021	\$6,169.00	(\$212.00)	\$5,957.00
0100-0332-0-1110-1000-330200-020-0000	\$41,266.00	\$1,626.00	\$42,892.00
0100-0332-0-1110-1000-330200-020-0021	\$3,039.00	(\$105.00)	\$2,934.00
0100-0332-0-1110-1000-350200-020-0000	\$270.00	\$10.00	\$280.00
0100-0332-0-1110-1000-350200-020-0021	\$20.00	(\$1.00)	\$19.00
0100-0332-0-1110-1000-360200-020-0000	\$10,195.00	\$402.00	\$10,597.00

**Pending Budget Revision**  
**Control Number 20180005**

**ResolutionNo. 2-18**

Fund: 0100 General Fund

FD---RE---Y-GO---FN---OB-----SI--L2	Revised	Adjustments	Proposed
<b>Expenses</b>			
0100-0332-0-1110-1000-360200-020-0021	\$751.00	(\$26.00)	\$725.00
0100-0332-0-1110-1000-430000-062-0000	\$3,000.00	\$1,000.00	\$4,000.00
0100-0332-0-1110-1000-571005-005-0000	\$0.00	\$500.00	\$500.00
0100-0332-0-1156-1000-110000-020-0000	\$335,920.00	(\$2.00)	\$335,918.00
0100-0332-0-1156-1000-440000-075-0030	\$4,925.00	\$4,500.00	\$9,425.00
0100-0332-0-1156-1000-440000-075-0031	\$4,925.00	(\$1,925.00)	\$3,000.00
0100-0332-0-1156-1000-560000-075-0031	\$6,902.00	\$6,425.00	\$13,327.00
0100-0332-0-1160-1000-110000-020-0000	\$289,143.00	\$6,363.00	\$295,506.00
0100-0332-0-1160-1000-310100-020-0000	\$41,723.00	\$918.00	\$42,641.00
0100-0332-0-1160-1000-330100-020-0000	\$4,193.00	\$92.00	\$4,285.00
0100-0332-0-1160-1000-350100-020-0000	\$145.00	\$3.00	\$148.00
0100-0332-0-1160-1000-360100-020-0000	\$5,465.00	\$120.00	\$5,585.00
0100-0332-0-3550-1000-210000-038-0000	\$65,942.00	(\$5,271.00)	\$60,671.00
0100-0332-0-3550-1000-320200-038-0000	\$10,275.00	(\$819.00)	\$9,456.00
0100-0332-0-3550-1000-330200-038-0000	\$5,061.00	(\$403.00)	\$4,658.00
0100-0332-0-3550-1000-350200-038-0000	\$33.00	(\$3.00)	\$30.00
0100-0332-0-3550-1000-360200-038-0000	\$1,250.00	(\$99.00)	\$1,151.00
0100-0332-0-3550-3130-240000-038-0000	\$58,076.00	\$21.00	\$58,097.00
0100-0332-0-3550-3130-320200-038-0000	\$9,020.00	\$3.00	\$9,023.00
0100-0332-0-3550-3130-330200-038-0000	\$4,443.00	\$1.00	\$4,444.00
0100-1100-0-0000-2495-330200-022-0000	\$0.00	\$23.00	\$23.00
0100-1100-0-0000-2700-360200-027-0000	\$1.00	(\$1.00)	\$0.00
0100-1400-0-1110-1000-110000-029-0000	\$1,440,082.00	(\$133,785.00)	\$1,306,297.00
0100-1400-0-1110-1000-110000-030-0000	\$1,884,353.00	(\$43,778.00)	\$1,840,575.00
0100-1400-0-1110-1000-110000-031-0000	\$1,857,349.00	(\$8.00)	\$1,857,341.00
0100-1400-0-1110-1000-310100-029-0000	\$207,804.00	(\$19,305.00)	\$188,499.00
0100-1400-0-1110-1000-310100-030-0000	\$271,912.00	(\$6,317.00)	\$265,595.00
0100-1400-0-1110-1000-330100-029-0000	\$20,881.00	(\$1,940.00)	\$18,941.00
0100-1400-0-1110-1000-330100-030-0000	\$27,323.00	(\$635.00)	\$26,688.00
0100-1400-0-1110-1000-330100-031-0000	\$26,932.00	(\$1.00)	\$26,931.00
0100-1400-0-1110-1000-340100-001-0000	(\$456,345.00)	\$203,112.00	(\$253,233.00)
0100-1400-0-1110-1000-340100-029-0000	\$267,463.00	(\$28,154.00)	\$239,309.00
0100-1400-0-1110-1000-340100-030-0000	\$323,771.00	(\$14,077.00)	\$309,694.00
0100-1400-0-1110-1000-350100-029-0000	\$720.00	(\$67.00)	\$653.00
0100-1400-0-1110-1000-350100-030-0000	\$942.00	(\$22.00)	\$920.00
0100-1400-0-1110-1000-360100-029-0000	\$27,218.00	(\$2,529.00)	\$24,689.00
0100-1400-0-1110-1000-360100-030-0000	\$35,614.00	(\$827.00)	\$34,787.00
0100-3010-0-0000-2140-190000-005-0000	\$726,560.00	\$15,183.00	\$741,743.00
0100-3010-0-0000-2140-310100-005-0000	\$104,843.00	\$2,191.00	\$107,034.00
0100-3010-0-0000-2140-330100-005-0000	\$10,535.00	\$220.00	\$10,755.00
0100-3010-0-0000-2140-350100-005-0000	\$363.00	\$8.00	\$371.00
0100-3010-0-0000-2140-360100-005-0000	\$13,732.00	\$287.00	\$14,019.00
0100-3010-0-0000-2150-240000-005-0000	\$61,866.00	(\$10,950.00)	\$50,916.00
0100-3010-0-0000-2150-320200-005-0000	\$9,732.00	(\$1,700.00)	\$8,032.00

**Pending Budget Revision**  
**Control Number 20180005**

**ResolutionNo. 2-18**

Fund: 0100 General Fund

FD---RE---Y-GO---FN---OB-----SI--L2	Revised	Adjustments	Proposed
<b>Expenses</b>			
0100-3010-0-0000-2150-330200-005-0000	\$4,794.00	(\$838.00)	\$3,956.00
0100-3010-0-0000-2150-350200-005-0000	\$31.00	(\$5.00)	\$26.00
0100-3010-0-0000-2150-360200-005-0000	\$1,184.00	(\$207.00)	\$977.00
0100-3010-0-0000-2495-580011-005-0000	\$3,500.00	\$10,000.00	\$13,500.00
0100-3010-0-1110-1000-580011-005-0000	\$200,404.00	(\$10,000.00)	\$190,404.00
0100-3150-0-1110-1000-210000-024-0000	\$35,877.00	\$18.00	\$35,895.00
0100-3150-0-1110-1000-210000-025-0000	\$24,174.00	\$14.00	\$24,188.00
0100-3150-0-1110-1000-210000-028-0000	\$37,175.00	\$21.00	\$37,196.00
0100-3150-0-1110-1000-210000-029-0000	\$24,174.00	\$14.00	\$24,188.00
0100-3150-0-1110-1000-320200-025-0000	\$3,754.00	\$3.00	\$3,757.00
0100-3150-0-1110-1000-320200-028-0000	\$5,774.00	\$3.00	\$5,777.00
0100-3150-0-1110-1000-320200-029-0000	\$4,102.00	\$2.00	\$4,104.00
0100-3150-0-1110-1000-330200-025-0000	\$1,849.00	\$1.00	\$1,850.00
0100-3150-0-1110-1000-330200-028-0000	\$2,844.00	\$1.00	\$2,845.00
0100-3150-0-1110-1000-330200-029-0000	\$2,020.00	\$2.00	\$2,022.00
0100-3150-0-1110-1000-420000-027-0000	\$14,559.00	(\$14,559.00)	\$0.00
0100-3150-0-1110-1000-420000-030-0000	\$7,999.00	(\$2,000.00)	\$5,999.00
0100-3150-0-1110-1000-430000-027-0000	\$0.00	\$14,559.00	\$14,559.00
0100-3150-0-1110-1000-440000-030-0000	\$0.00	\$2,000.00	\$2,000.00
0100-3150-0-1110-1000-580009-027-0000	\$8,618.00	(\$8,618.00)	\$0.00
0100-3150-0-1110-1000-580011-027-0000	\$0.00	\$8,618.00	\$8,618.00
0100-3310-0-5770-1110-210000-039-0000	\$156,393.00	\$86.00	\$156,479.00
0100-3310-0-5770-1110-320200-039-0000	\$24,988.00	\$13.00	\$25,001.00
0100-3310-0-5770-1110-330200-039-0000	\$12,308.00	\$7.00	\$12,315.00
0100-3310-0-5770-1110-360200-039-0000	\$3,041.00	\$1.00	\$3,042.00
0100-4035-0-0000-2140-520000-005-0000	\$32,000.00	(\$20,000.00)	\$12,000.00
0100-4035-0-0000-2140-520003-005-0000	\$5,000.00	(\$2,173.00)	\$2,827.00
0100-4035-0-0000-2140-580009-005-0000	\$48,785.00	(\$32,000.00)	\$16,785.00
0100-4035-0-1110-1000-110040-005-0000	\$0.00	\$16,975.00	\$16,975.00
0100-4035-0-1110-1000-310100-005-0000	\$0.00	\$2,449.00	\$2,449.00
0100-4035-0-1110-1000-330100-005-0000	\$0.00	\$246.00	\$246.00
0100-4035-0-1110-1000-350100-005-0000	\$0.00	\$8.00	\$8.00
0100-4035-0-1110-1000-360100-005-0000	\$0.00	\$321.00	\$321.00
0100-4035-0-1110-1000-580009-005-0000	\$0.00	\$34,173.00	\$34,173.00
0100-6010-0-1110-4000-220000-062-0000	\$858,445.00	(\$20,614.00)	\$837,831.00
0100-6010-0-1110-4000-320200-062-0000	\$140,831.00	(\$3,201.00)	\$137,630.00
0100-6010-0-1110-4000-330200-062-0000	\$69,368.00	(\$1,577.00)	\$67,791.00
0100-6010-0-1110-4000-350200-062-0000	\$453.00	(\$10.00)	\$443.00
0100-6010-0-1110-4000-360200-062-0000	\$17,138.00	(\$390.00)	\$16,748.00
0100-6264-0-0000-7210-731000-000-0000	\$0.00	\$8,000.00	\$8,000.00
0100-6264-0-1134-1000-520000-053-0000	\$0.00	\$1,000.00	\$1,000.00
0100-6264-0-1134-2140-520000-053-0000	\$0.00	\$1,000.00	\$1,000.00
0100-6264-0-1142-1000-420000-053-0000	\$0.00	\$4,000.00	\$4,000.00
0100-6264-0-1152-1000-420000-053-0000	\$0.00	\$3,500.00	\$3,500.00



**Pending Budget Revision**  
**Control Number 20180005**

**ResolutionNo. 2-18**

Fund: 0100 General Fund

FD---RE---Y-GO---FN---OB-----SI--L2	Revised	Adjustments	Proposed
<b>Expenses</b>			
0100-6264-0-1152-1000-520003-053-0000	\$0.00	\$300.00	\$300.00
0100-6264-0-1152-1000-580009-053-0000	\$15,658.25	\$32,698.52	\$48,356.77
0100-6264-0-1152-2140-520000-053-0000	\$0.00	\$4,000.00	\$4,000.00
0100-6264-0-1152-2700-520000-053-0000	\$0.00	\$2,000.00	\$2,000.00
0100-6264-0-1156-1000-520000-053-0000	\$0.00	\$1,000.00	\$1,000.00
0100-6264-0-1160-1000-580009-053-0000	\$0.00	\$1,820.00	\$1,820.00
0100-6264-0-1163-1000-520003-053-0000	\$0.00	\$200.00	\$200.00
0100-6264-0-1163-2140-520003-053-0000	\$0.00	\$200.00	\$200.00
0100-6264-0-1167-1000-420000-053-0000	\$0.00	\$4,108.00	\$4,108.00
0100-6264-0-1167-1000-580009-053-0000	\$0.00	\$15,000.00	\$15,000.00
0100-6264-0-1176-2140-520000-053-0000	\$0.00	\$2,000.00	\$2,000.00
0100-6264-0-1177-1000-580009-053-0000	\$0.00	\$40,000.00	\$40,000.00
0100-6264-0-1177-2140-520000-053-0000	\$0.00	\$2,000.00	\$2,000.00
0100-6264-0-1177-2140-520003-053-0000	\$0.00	\$300.00	\$300.00
0100-6264-0-1189-1000-520000-053-0000	\$0.00	\$5,000.00	\$5,000.00
0100-6264-0-1189-1000-520003-053-0000	\$0.00	\$1,000.00	\$1,000.00
0100-6264-0-1189-1000-580009-053-0000	\$0.00	\$12,000.00	\$12,000.00
0100-6264-0-1189-2140-520000-053-0000	\$0.00	\$2,500.00	\$2,500.00
0100-6264-0-1189-2140-520003-053-0000	\$0.00	\$1,000.00	\$1,000.00
0100-6300-0-1110-1000-410000-052-0000	\$668,200.00	\$53,691.48	\$721,891.48
0100-6500-0-5770-1110-290000-039-0000	\$18,164.00	(\$12,680.00)	\$5,484.00
0100-6500-0-5770-1110-320200-039-0000	\$3,567.00	(\$1,970.00)	\$1,597.00
0100-6500-0-5770-1110-330200-039-0000	\$1,757.00	(\$970.00)	\$787.00
0100-6500-0-5770-1110-350200-039-0000	\$11.00	(\$6.00)	\$5.00
0100-6500-0-5770-1110-360200-039-0000	\$434.00	(\$240.00)	\$194.00
0100-6500-0-5770-1120-210000-039-0000	\$208,861.00	\$115.00	\$208,976.00
0100-6500-0-5770-1120-320200-039-0000	\$33,354.00	\$18.00	\$33,372.00
0100-6500-0-5770-1120-330200-039-0000	\$16,429.00	\$9.00	\$16,438.00
0100-6500-0-5770-1120-360200-039-0000	\$4,059.00	\$2.00	\$4,061.00
0100-6500-0-5770-1130-210000-039-0000	\$135,066.00	\$65.00	\$135,131.00
0100-6500-0-5770-1130-320200-039-0000	\$21,629.00	\$10.00	\$21,639.00
0100-6500-0-5770-1130-330200-039-0000	\$10,654.00	\$5.00	\$10,659.00
0100-6500-0-5770-1130-360200-039-0000	\$2,632.00	\$1.00	\$2,633.00
0100-6500-0-5770-9200-714200-039-0000	\$85,000.00	\$130,000.00	\$215,000.00
0100-6512-0-5770-1190-350200-039-0000	\$1.00	(\$1.00)	\$0.00
0100-8150-0-0000-7210-731000-000-0000	\$100,000.00	(\$17,456.63)	\$82,543.37
0100-8150-0-0000-8100-220000-011-0000	\$510,928.00	\$4,382.00	\$515,310.00
0100-8150-0-0000-8100-240000-011-0000	\$67,761.00	\$18.00	\$67,779.00
0100-8150-0-0000-8100-320200-011-0000	\$90,062.00	\$684.00	\$90,746.00
0100-8150-0-0000-8100-330200-011-0000	\$44,361.00	\$337.00	\$44,698.00
0100-8150-0-0000-8100-350200-011-0000	\$290.00	\$2.00	\$292.00
0100-8150-0-0000-8100-360200-011-0000	\$10,960.00	\$83.00	\$11,043.00
0100-8150-0-0000-8100-560000-018-0000	\$56,563.00	(\$15.83)	\$56,547.17
0100-8150-0-0000-8100-640000-010-0000	\$100,000.00	(\$15,000.00)	\$85,000.00

**Pending Budget Revision**  
**Control Number 20180005**

Resolution No. 2-18

Fund: 0100 General Fund

FD---RE---Y-GO---FN---OB-----SI--L2	Revised	Adjustments	Proposed
<b>Expenses</b>			
0100-9044-0-0000-7700-580011-061-0000	\$0.00	\$6,230.12	\$6,230.12
0100-9044-0-1110-1000-440000-061-0000	\$0.00	\$6,770.95	\$6,770.95
***Expense Total	<u>\$38,461,481.25</u>	<u>\$927,836.24</u>	<u>\$39,389,317.49</u>
<b>Balance Sheet Accounts</b>			
0100-0000-0-0000-0000-979100-000-0000	\$7,688,228.96	\$1,224,880.50	\$8,913,109.46
0100-0041-0-0000-0000-979100-000-0000	\$144,509.19	\$11,018.08	\$155,527.27
0100-0097-0-0000-0000-979100-000-0000	\$0.00	\$19,779.98	\$19,779.98
0100-1100-0-0000-0000-979100-000-0000	\$3,817.04	(\$2,852.95)	\$964.09
0100-1100-0-0000-0000-979100-022-0000	\$0.00	\$25,103.38	\$25,103.38
0100-1100-0-0000-0000-979100-023-0000	\$0.00	\$10,069.11	\$10,069.11
0100-1100-0-0000-0000-979100-024-0000	\$0.00	\$11,031.35	\$11,031.35
0100-1100-0-0000-0000-979100-025-0000	\$0.00	\$15,410.78	\$15,410.78
0100-1100-0-0000-0000-979100-026-0000	\$0.00	\$6,734.12	\$6,734.12
0100-1100-0-0000-0000-979100-027-0000	\$0.00	\$15,164.29	\$15,164.29
0100-1100-0-0000-0000-979100-028-0000	\$0.00	\$9,305.30	\$9,305.30
0100-1100-0-0000-0000-979100-029-0000	\$0.00	\$18,688.33	\$18,688.33
0100-1100-0-0000-0000-979100-030-0000	\$0.00	\$31,095.31	\$31,095.31
0100-1100-0-0000-0000-979100-031-0000	\$0.00	\$23,321.96	\$23,321.96
0100-1400-0-0000-0000-979100-000-0000	\$48,333.00	(\$48,333.00)	\$0.00
0100-5640-0-0000-0000-974000-000-0000	\$0.00	\$53,510.95	\$53,510.95
0100-5640-0-0000-0000-979100-000-0000	\$32,159.75	\$21,351.20	\$53,510.95
0100-6230-0-0000-0000-979100-000-0000	\$0.00	(\$357,900.00)	(\$357,900.00)
0100-6264-0-0000-0000-979100-000-0000	\$15,658.25	\$144,626.52	\$160,284.77
0100-6300-0-0000-0000-979100-000-0000	\$425,500.00	\$30,391.48	\$455,891.48
0100-6512-0-0000-0000-979100-000-0000	\$393,196.80	(\$27,210.28)	\$365,986.52
0100-8150-0-0000-0000-979100-000-0000	\$118,171.95	(\$81,765.41)	\$36,406.54
***Balance Sheet Account Total	<u>\$8,869,574.94</u>	<u>\$1,153,421.00</u>	<u>\$10,022,995.94</u>
<b>Fund Totals</b>			
Total: Income	\$48,748,882.00	\$1,163,883.07	\$49,912,765.07
Total: Expenses	\$38,461,481.25	\$927,836.24	\$39,389,317.49
Total: Balance Sheet Accounts	\$8,869,574.94	\$1,153,421.00	\$10,022,995.94

**Pending Budget Revision**  
**Control Number 20180005**

**Resolution No. 2-18**

Fund: 0900 Charter Schools Fund

FD---RE---Y-GO---FN---OB-----SI--L2	Revised	Adjustments	Proposed
<b>Income</b>			
0900-0000-0-0000-0000-801100-000-0000	\$3,425,263.00	(\$1,301.00)	\$3,423,962.00
0900-0000-0-0000-0000-855000-000-0000	\$6,000.00	\$1,200.00	\$7,200.00
0900-0000-0-0000-0000-855000-000-1111	\$0.00	\$66,750.00	\$66,750.00
0900-0000-0-0000-0000-898000-000-0000	(\$554,491.00)	(\$75,364.00)	(\$629,855.00)
0900-1100-0-0000-0000-856000-000-0000	\$64,800.00	\$3,200.00	\$68,000.00
0900-6230-0-0000-0000-859000-000-0000	\$0.00	\$2,042.00	\$2,042.00
0900-6230-0-0000-0000-898000-000-0000	\$0.00	\$75,364.00	\$75,364.00
0900-6300-0-0000-0000-856000-000-0000	\$20,200.00	\$1,800.00	\$22,000.00
<b>***Income Total</b>	<b>\$2,961,772.00</b>	<b>\$73,691.00</b>	<b>\$3,035,463.00</b>
<b>Expenses</b>			
0900-0000-0-0000-9300-761900-001-1111	\$0.00	\$66,750.00	\$66,750.00
0900-0000-0-1110-1000-110000-021-0000	\$1,332,012.00	(\$28,167.00)	\$1,303,845.00
0900-0000-0-1110-1000-310100-021-0000	\$195,817.00	(\$4,065.00)	\$191,752.00
0900-0000-0-1110-1000-330100-021-0000	\$19,677.00	(\$409.00)	\$19,268.00
0900-0000-0-1110-1000-350100-021-0000	\$679.00	(\$15.00)	\$664.00
0900-0000-0-1110-1000-360100-021-0000	\$25,648.00	(\$533.00)	\$25,115.00
0900-1100-0-0000-2700-575095-020-0021	\$510.00	(\$510.00)	\$0.00
0900-1100-0-0000-2700-575095-021-0000	\$0.00	\$510.00	\$510.00
0900-1100-0-1176-1000-575095-020-0021	\$3,059.00	(\$3,059.00)	\$0.00
0900-1100-0-1176-1000-575095-021-0000	\$0.00	\$3,059.00	\$3,059.00
0900-6300-0-1110-1000-410000-021-0000	\$59,028.57	\$9,438.26	\$68,466.83
<b>***Expense Total</b>	<b>\$1,636,430.57</b>	<b>\$42,999.26</b>	<b>\$1,679,429.83</b>
<b>Balance Sheet Accounts</b>			
0900-0000-0-0000-0000-978000-000-0000	\$167,007.81	\$150,938.06	\$317,945.87
0900-0000-0-0000-0000-979100-000-0000	\$183,177.92	\$193,214.06	\$376,391.98
0900-1100-0-0000-0000-978000-000-0000	\$23,363.64	\$9,695.45	\$33,059.09
0900-1100-0-0000-0000-978000-021-0000	\$0.00	\$425.29	\$425.29
0900-1100-0-0000-0000-979100-000-0000	\$9,038.64	\$1,943.45	\$10,982.09
0900-1100-0-0000-0000-979100-021-0000	\$0.00	\$4,977.29	\$4,977.29
0900-6230-0-0000-0000-979100-000-0000	\$0.00	(\$77,406.00)	(\$77,406.00)
0900-6300-0-0000-0000-979100-000-0000	\$38,828.57	\$7,638.26	\$46,466.83
<b>***Balance Sheet Account Total</b>	<b>\$421,416.58</b>	<b>\$291,425.86</b>	<b>\$712,842.44</b>
<b>Fund Totals</b>			
Total: Income	\$2,961,772.00	\$73,691.00	\$3,035,463.00
Total: Expenses	\$1,636,430.57	\$42,999.26	\$1,679,429.83
Total: Balance Sheet Accounts	\$421,416.58	\$291,425.86	\$712,842.44

**Pending Budget Revision**  
**Control Number 20180005**

**Resolution No. 2-18**

Fund: 1300 Cafeteria Fund

FD---RE---Y-GO---FN---OB-----SI--L2	Revised	Adjustments	Proposed
<b>Expenses</b>			
1300-5310-0-0000-3700-220000-008-0000	\$168,518.00	\$56.00	\$168,574.00
1300-5310-0-0000-3700-240000-008-0000	\$235,637.00	\$98.00	\$235,735.00
1300-5310-0-0000-3700-320200-008-0000	\$162,673.00	(\$84.00)	\$162,589.00
1300-5310-0-0000-3700-330200-008-0000	\$80,127.00	(\$42.00)	\$80,085.00
1300-5310-0-0000-3700-350200-008-0000	\$524.00	(\$1.00)	\$523.00
1300-5310-0-0000-3700-360200-008-0000	\$19,796.00	(\$10.00)	\$19,786.00
***Expense Total	<u>\$667,275.00</u>	<u>\$17.00</u>	<u>\$667,292.00</u>
<b>Balance Sheet Accounts</b>			
1300-5310-0-0000-0000-979100-000-0000	\$1,179,408.00	\$236,754.63	\$1,416,162.63
***Balance Sheet Account Total	<u>\$1,179,408.00</u>	<u>\$236,754.63</u>	<u>\$1,416,162.63</u>
<b>Fund Totals</b>			
Total: Income	\$0.00	\$0.00	\$0.00
Total: Expenses	\$667,275.00	\$17.00	\$667,292.00
Total: Balance Sheet Accounts	\$1,179,408.00	\$236,754.63	\$1,416,162.63

Pending Budget Revision  
Control Number 20180005  
Resolution No. 2-18

Fund: 1400 Deferred Maintenance Fund

FD---RE---Y-GO---FN---OB-----SI--L2	Revised	Adjustments	Proposed
<b>Expenses</b>			
1400-0000-0-0000-8500-620000-031-0000	\$0.00	\$115,943.36	\$115,943.36
***Expense Total	<u>\$0.00</u>	<u>\$115,943.36</u>	<u>\$115,943.36</u>
<b>Balance Sheet Accounts</b>			
1400-0000-0-0000-0000-979100-000-0000	\$0.00	\$115,943.36	\$115,943.36
***Balance Sheet Account Total	<u>\$0.00</u>	<u>\$115,943.36</u>	<u>\$115,943.36</u>
<b>Fund Totals</b>			
Total: Income	\$0.00	\$0.00	\$0.00
Total: Expenses	\$0.00	\$115,943.36	\$115,943.36
Total: Balance Sheet Accounts	\$0.00	\$115,943.36	\$115,943.36

Pending Budget Revision  
Control Number 20180005  
Resolution No. 2-18

Fund: 1500 Pupil Transportation Equip

FD---RE---Y-GO---FN---OB-----SI--L2	Revised	Adjustments	Proposed
<b>Balance Sheet Accounts</b>			
1500-0000-0-0000-0000-978000-000-0000	\$47,405.63	\$1,402.34	\$48,807.97
1500-0000-0-0000-0000-979100-000-0000	\$46,905.63	\$1,402.34	\$48,307.97
***Balance Sheet Account Total	<u>\$94,311.26</u>	<u>\$2,804.68</u>	<u>\$97,115.94</u>
<b>Fund Totals</b>			
Total: Income	\$0.00	\$0.00	\$0.00
Total: Expenses	\$0.00	\$0.00	\$0.00
Total: Balance Sheet Accounts	\$94,311.26	\$2,804.68	\$97,115.94

Pending Budget Revision  
Control Number 20180005  
ResolutionNo. 2-18

Fund: 2000 SPECIAL RESERVE FUND FOR OTHEI

FD---RE---Y-GO---FN---OB-----SI--L2	Revised	Adjustments	Proposed
<b>Income</b>			
2000-0000-0-0000-9300-891900-000-1111	\$0.00	\$863,931.00	\$863,931.00
***Income Total	<u>\$0.00</u>	<u>\$863,931.00</u>	<u>\$863,931.00</u>
<b>Balance Sheet Accounts</b>			
2000-0000-0-0000-0000-978000-000-0000	\$1,585,920.03	\$1,172,087.93	\$2,758,007.96
2000-0000-0-0000-0000-979100-000-0000	\$1,566,920.03	\$308,156.93	\$1,875,076.96
***Balance Sheet Account Total	<u>\$3,152,840.06</u>	<u>\$1,480,244.86</u>	<u>\$4,633,084.92</u>
<b>Fund Totals</b>			
Total: Income	\$0.00	\$863,931.00	\$863,931.00
Total: Expenses	\$0.00	\$0.00	\$0.00
Total: Balance Sheet Accounts	\$3,152,840.06	\$1,480,244.86	\$4,633,084.92

**Pending Budget Revision**  
**Control Number 20180005**

**Resolution No. 2-18**

Fund: 2100 Building Fund-Local

FD---RE---Y-GO---FN---OB-----SI--L2	Revised	Adjustments	Proposed
<b>Income</b>			
2100-0000-0-0000-0000-866000-000-0000	\$44,000.00	(\$44,000.00)	\$0.00
2100-9010-0-0000-0000-866000-000-0000	\$0.00	\$44,000.00	\$44,000.00
***Income Total	<u>\$44,000.00</u>	<u>\$0.00</u>	<u>\$44,000.00</u>
<b>Expenses</b>			
2100-0000-0-0000-8500-620000-021-0000	\$2,200,000.00	(\$2,200,000.00)	\$0.00
2100-0000-0-0000-8500-620000-022-0000	\$1,500,000.00	(\$1,500,000.00)	\$0.00
2100-0000-0-0000-8500-620000-023-0000	\$250,000.00	(\$250,000.00)	\$0.00
2100-0000-0-0000-8500-620000-024-0000	\$2,000,000.00	(\$2,000,000.00)	\$0.00
2100-0000-0-0000-8500-620000-038-0000	\$500,000.00	(\$500,000.00)	\$0.00
2100-9010-0-0000-8500-620000-021-0000	\$0.00	\$2,200,000.00	\$2,200,000.00
2100-9010-0-0000-8500-620000-022-0000	\$0.00	\$1,500,000.00	\$1,500,000.00
2100-9010-0-0000-8500-620000-023-0000	\$0.00	\$250,000.00	\$250,000.00
2100-9010-0-0000-8500-620000-024-0000	\$0.00	\$2,000,000.00	\$2,000,000.00
2100-9010-0-0000-8500-620000-038-0000	\$0.00	\$500,000.00	\$500,000.00
***Expense Total	<u>\$6,450,000.00</u>	<u>\$0.00</u>	<u>\$6,450,000.00</u>
<b>Balance Sheet Accounts</b>			
2100-0000-0-0000-0000-978000-000-0000	\$2,294,000.00	(\$2,289,897.86)	\$4,102.14
2100-0000-0-0000-0000-979100-000-0000	\$8,700,000.00	(\$8,695,897.86)	\$4,102.14
2100-9010-0-0000-0000-978000-000-0000	\$0.00	\$2,142,953.30	\$2,142,953.30
2100-9010-0-0000-0000-979100-000-0000	\$0.00	\$8,548,953.30	\$8,548,953.30
***Balance Sheet Account Total	<u>\$10,994,000.00</u>	<u>(\$293,889.12)</u>	<u>\$10,700,110.88</u>
<b>Fund Totals</b>			
Total: Income	\$44,000.00	\$0.00	\$44,000.00
Total: Expenses	\$6,450,000.00	\$0.00	\$6,450,000.00
Total: Balance Sheet Accounts	\$10,994,000.00	(\$293,889.12)	\$10,700,110.88



Pending Budget Revision  
Control Number 20180005  
ResolutionNo. 2-18

Fund: 2500 CapitalFacilities Fund

FD---RE---Y-GO---FN---OB-----SI--L2	Revised	Adjustments	Proposed
<b>Expenses</b>			
2500-0000-0-0000-7200-580000-000-0000	\$20,000.00	(\$20,000.00)	\$0.00
2500-0000-0-0000-7200-580000-004-0000	\$0.00	\$20,000.00	\$20,000.00
***Expense Total	<u>\$20,000.00</u>	<u>\$0.00</u>	<u>\$20,000.00</u>
<b>Balance Sheet Accounts</b>			
2500-0000-0-0000-0000-978000-000-0000	\$743,866.05	\$25,952.06	\$769,818.11
2500-0000-0-0000-0000-979100-000-0000	\$734,194.05	\$25,952.06	\$760,146.11
***Balance Sheet Account Total	<u>\$1,478,060.10</u>	<u>\$51,904.12</u>	<u>\$1,529,964.22</u>
<b>Fund Totals</b>			
Total: Income	\$0.00	\$0.00	\$0.00
Total: Expenses	\$20,000.00	\$0.00	\$20,000.00
Total: Balance Sheet Accounts	\$1,478,060.10	\$51,904.12	\$1,529,964.22

Pending Budget Revision  
Control Number 20180005  
ResolutionNo. 2-18

Fund: 4000 Special Reserve - Capital Outlay

FD---RE---Y-GO---FN---OB-----SI--L2	Revised	Adjustments	Proposed
<b>Expenses</b>			
4000-0000-0-0000-8500-610000-036-0000	\$0.00	\$840,000.00	\$840,000.00
***Expense Total	<u>\$0.00</u>	<u>\$840,000.00</u>	<u>\$840,000.00</u>
<b>Balance Sheet Accounts</b>			
4000-0000-0-0000-0000-978000-000-0000	\$2,477,811.51	\$424,148.60	\$2,901,960.11
4000-0000-0-0000-0000-979100-000-0000	\$2,468,811.51	\$1,264,148.60	\$3,732,960.11
***Balance Sheet Account Total	<u>\$4,946,623.02</u>	<u>\$1,688,297.20</u>	<u>\$6,634,920.22</u>
<b>Fund Totals</b>			
Total: Income	\$0.00	\$0.00	\$0.00
Total: Expenses	\$0.00	\$840,000.00	\$840,000.00
Total: Balance Sheet Accounts	\$4,946,623.02	\$1,688,297.20	\$6,634,920.22

Pending Budget Revision  
Control Number 20180005  
ResolutionNo. 2-18

Fund: 6720 Self-Insurance/Other

FD---RE---Y-GO---FN---OB-----SI--L2	Revised	Adjustments	Proposed
<b>Balance Sheet Accounts</b>			
6720-0000-0-0000-0000-979100-000-0000	\$429,142.82	(\$45,750.44)	\$383,392.38
***Balance Sheet Account Total	<u>\$429,142.82</u>	<u>(\$45,750.44)</u>	<u>\$383,392.38</u>
<b>Fund Totals</b>			
Total: Income	\$0.00	\$0.00	\$0.00
Total: Expenses	\$0.00	\$0.00	\$0.00
Total: Balance Sheet Accounts	\$429,142.82	(\$45,750.44)	\$383,392.38

## HANFORD ELEMENTARY SCHOOL DISTRICT

**AGENDA REQUEST FORM**

TO: Joy C. Gabler

FROM: David Endo

DATE: 07/31/2017

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

FOR: ☐ Information  
☒ Action

Date you wish to have your item considered: 08/09/2017

**ITEM:**

Consider approval of food service agreement with St. Rose McCarthy Catholic School.

**PURPOSE:**

The District has provided lunches to the other schools in the recent past and St. Rose McCarthy Catholic School has expressed interest to establish a similar relationship 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 agreement with St. Rose McCarthy Catholic School.

## FOOD SERVICE AGREEMENT

Administering Sponsor: Hanford Elementary School District  
Receiving Sponsor: St. Rose McCarthy Catholic 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 **St. Rose McCarthy Catholic 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 **St. Rose McCarthy Catholic 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 **St. Rose McCarthy Catholic 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 **St. Rose McCarthy Catholic School** 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 1<sup>st</sup> 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 **St. Rose McCarthy Catholic School**. The **SFA** will create and update the eligibility roster and provide current lists to **St. Rose McCarthy Catholic School** as soon as possible after changes occur.
- (5) **St. Rose McCarthy Catholic School** will perform the point of service meal counts. The **SFA** will provide training as necessary to staff at **St. Rose McCarthy Catholic 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 **St. Rose McCarthy Catholic 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 **St. Rose McCarthy Catholic School** in its agreement with the California Department of Education.
- (11) The SFA will provide meals to **St. Rose McCarthy Catholic 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) **St. Rose McCarthy Catholic School** will notify the SFA of the number of meals needed no later than 9:00 am by e-mail each day. **St. Rose McCarthy Catholic 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) **St. Rose McCarthy Catholic School** will provide the personnel and vehicle necessary to transport the meals.
- (15) **St. Rose McCarthy Catholic 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 **St. Rose McCarthy Catholic School** takes delivery of the meals. At the time of delivery, **St. Rose McCarthy Catholic School** will be responsible for maintaining the proper temperature of the meals until they are served.
- (17) On a daily basis, **St. Rose McCarthy Catholic School** will return any and all hotel pans and lids that are property owned by the SFA.
- (18) **St. Rose McCarthy Catholic 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) **St. Rose McCarthy Catholic 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 **St. Rose McCarthy Catholic School** a monthly menu consisting of the meals to be served the following month.
- (22) The SFA will submit to the **St. Rose McCarthy Catholic 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.

- (23) **St. Rose McCarthy Catholic School** will pay **SFA** the full amount as presented on the monthly itemized invoice by the end of the following month
- (24) When requested by **St. Rose McCarthy Catholic 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. **St. Rose McCarthy Catholic School** will be responsible for maintaining the appropriate temperature of lunches until served. **St. Rose McCarthy Catholic 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. **St. Rose McCarthy Catholic School** will submit checked off roster to the **SFA** the following day.
- (25) The gift or exchange of commodities is not permitted. Until students are served a meal, all food remains the property of the **SFA**.
- (26) **St. Rose McCarthy Catholic 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 **St. Rose McCarthy Catholic School**.
- (27) **St. Rose McCarthy Catholic 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) **St. Rose McCarthy Catholic School** 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 **St. Rose McCarthy Catholic School**.
- (30) **St. Rose McCarthy Catholic 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 **St. Rose McCarthy Catholic 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 St. Rose McCarthy Catholic School has executed this agreement as of the date first written above

St. Rose McCarthy Catholic School  
Name and Title of Receiving Sponsor Official

Jamie H. Perkins

By 28 July 2017  
Board of Education  
St. Rose McCarthy Catholic School  
Telephone (559) 584-5218

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: 07/31/2017

FOR: ☒ Board Meeting  
☐ Superintendent's Cabinet

FOR: ☐ Information  
☒ Action

Date you wish to have your item considered: 08/09/2017

**ITEM:**

Consider approval of architectural services agreement with Teter.

**PURPOSE:**

The District has approached Teter to facilitate the construction of a classroom wing and related improvements on the Lincoln 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 \$173,000.

**RECOMMENDATIONS:**

Approve the agreement with Teter.

## ARCHITECTURAL SERVICES AGREEMENT

This AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ by and between the HANFORD ELEMENTARY SCHOOL DISTRICT, hereinafter referred to as "DISTRICT," and TETER, LLP, 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 Lincoln Kindergarten Building, 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.

## **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 reviewing the capacity of existing utilities related to the immediate scope of work and making recommendations based on readily

available information, and/or for any design or documentation required to make points of connection to existing utility services that may be located on the PROJECT site and which are required for the PROJECT.

4. The ARCHITECT may be asked to 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; if district does not have a previously prepared program. Per Article III these additional services will be indicated in the fee proposal.

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. Services required due to programming changes shall be additional services per Article III.

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

are desired these can be obtained from a professional construction cost estimator consultant as an additional service per Article III

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

14. The ARCHITECT shall if requested as an additional service 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 work with the DISTRICT to utilize and consider funding from grants and alternative funding sources.

20. The ARCHITECT shall prepare for and make up to a total of three formal presentations to the Governing Board of the DISTRICT, public hearings or 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.

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 and architect's scope of work.

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

24. The ARCHITECT shall commit the same PROJECT Architect 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). Preparation of program shall be additional services per Article III. 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 based on district provided documents and/or visual observance.

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 (if requested by district for an additional service in an acceptable Building Informational Modeling format, such as Autodesk® Revit® and AutoCAD® Civil 3D®; otherwise documents will be developed with an industry standard computer aided design software program) 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 (if required Building Informational Modeling will be 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 by more than 15%, 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.

i. After all back-check comments have been received from DSA and incorporated into the Construction Documents by the ARCHITECT, both the ARCHITECT and DISTRICT (through a third party District hired estimator) will prepare their respective Construction Cost estimates. The PARTIES shall meet to reconcile their respective estimates if they are different and agree on a final Construction Cost estimate based upon the final Construction Documents. This agreed upon estimate will be used to define the Computed Cost as set forth in Exhibit "A" and shall be the basis to calculate the ARCHITECT's adjusted fee until final bid results are available. If the PARTIES cannot agree on a final Design Development Phase Construction Cost estimate, the DISTRICT's

estimate will be used to define the Computed Cost and calculate the ARCHITECT's adjusted fee.

j. The final ARCHITECT fee will be based on the final construction bid amount including change orders as reported to DSA as the final construction cost amount. However, not including any construction change orders required by the Architect errors requiring rework that brings no value to the DISTRICT.

## **28. Bidding & Award Phase**

a. The ARCHITECT, following the DISTRICT's approval of the Construction Documents, 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 or

CAD 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 or CAD 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.

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 by more than 15% 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 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 as a reimbursable 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 general conformance with the DSA approved Construction Documents 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 written reports the ARCHITECT will prepare and submit to the DISTRICT for its review;

ii. Become familiar with, 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 on-site construction meetings at a scheduled frequency appropriate to the project as defined in the project proposal, 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 AGREEMENT. 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 at no additional cost or expense to the DISTRICT. Modifications necessary to meet unanticipated conditions encountered during construction or made necessary by defect or deficiencies in the work of the Contractor will be completed as an additional service to the DISTRICT.

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 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 DSA by the ARCHITECT with all supporting documentation and data and must be approved by 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 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 DSA unless DSA specifically requires such changes to be submitted to DSA in the form of a written CCD-Category B (Form DSA 141) 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, review the contractor provided as-built documents to 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. As an



additional service ARCHITECT can prepare a revised set of CAD including contractor as-built information.

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 (not less than 3 days).

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 can at owners request 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 as an additional service or make recommendations for a commissioning agent.

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 four (4) conditions have been met: (1) all contractually required items have been 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 Card; (3) all building systems including mechanical, electrical and plumbing are functioning; and (4) 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 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 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;
- (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 work with the applicable Inspectors and Special Inspectors, 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.

### **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 provide the district a reviewed set of record drawings and specifications so that 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 can as an additional service 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. 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 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 DSA without delay.

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

- (1) Copies of all the necessary PIC's which have been approved and signed off by the Project Inspector for the certification by DSA; and
- (2) All other documents required to be submitted to DSA in accordance with Title 24 and the Construction Oversight Process Procedure set forth in DSA's PR 13-01.

The ARCHITECT shall notify the DISTRICT, in writing, if any of the above forms are not promptly submitted to DSA by the responsible parties. If necessary, the ARCHITECT shall assist the DISTRICT in obtaining the delivery of the above documents to 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 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 DSA.
- (7) Copies of the signature pages of all deferred approvals as approved by DSA.
- (8) Copies of the signature pages of all Revisions as approved by DSA.
- (9) Copies of the signature page of all applicable Construction Change Documents as approved by 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 ARCHITECT and/or the DISTRICT by the responsible parties for

submittal to DSA. If necessary, the ARCHITECT shall assist the DISTRICT in obtaining the above documents for delivery to 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 or DISTRICT requested additional services ("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 or owner. The ARCHITECT's compensation is expressly conditioned on the lack of fault of the ARCHITECT;
- g. Providing material revisions to documents based on DISTRICT requested changes after providing previous approval;
- h. Providing programming or educational specification services;
- i. Providing detailed cost estimates via a cost estimate consultant;

j. Providing additional construction administration services beyond those indicated in contract including additional meeting frequency;

k. Providing BIM documents; and

1. 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, GeoHazard report, and Hazardous Material Assessment Report, 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 writing 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 by more than 15%:

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, 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.

#### **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. In the event of reuse by DISTRICT of 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, 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



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 portion of the PROJECT and, if 50% completion is reached, payment of 3% of the unpaid balance of the contract 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 defined in Exhibit "A" and subject to requirements of Article II.27.i. The ARCHITECT's compensation for performing all the Basic Services require by this AGREEMENT shall be disbursed on a monthly basis based on percent complete as determined by the DISTRICT according to the following phasing schedule:

Schematic Design Phase:	No more than 10% of the estimated Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid monthly based on actual level of completion
Design Development Phase:	No more than 15% of the estimated Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid monthly based on actual level of completion
Construction Docs Phase	No more than 40% 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 fixed 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 3% of the fixed 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 fixed 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 Phase:	Balance of actual Architect Fee (2%) to be paid after the all the Project Close-Out Phase 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. 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. Assessment and collection of

liquidated damages from the Contractor is a condition precedent to payment for extra services arising from Contractor-caused delays.

### **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 SIX THOUSAND Dollars (\$ 6,000 ) 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, unless authorized by district;
- b. Check prints;
- c. Prints or plans or specifications made for ARCHITECT's consultants;
- d. Preliminary plans and specifications;
- f. Models or mock-ups; and

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 site observations 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 (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).

2. The construction administrator or field representative assigned to the PROJECT by the ARCHITECT shall be 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 from claims which may arise out of, or result from, ARCHITECT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subconsultant, subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

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

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

1. Owned, non-owned, and hired vehicles;

2. Blanket contractual;
3. Broad form property damage;
4. Products/completed operations; and
5. Personal injury.

c. Professional liability insurance, including contractual liability, with limits of TWO MILLION DOLLARS (\$2,000,000.00) per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation.

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.

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**  
714 N White Street  
Hanford, CA 93230  
Attn: David Endo  
Telephone: (559) 585-3628  
Email: dendo@hanfordesd.org

**ARCHITECT:**

**Teter LLP**  
7535 N. Palm  
Fresno, CA 93711  
Attn: Robert Thornton  
Telephone: (559) 437-0887  
Email: robert.thornton@teterae.com

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. 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.

15. 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.

16. 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.

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

ARCHITECT:

DISTRICT:

TETER, LLP

Hanford Elementary School District

By: ROBERT THORNTON

By: \_\_\_\_\_

Its:   
7/25/17

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 the final Construction Cost and Computed Cost used to determine the ARCHITECT's fee is determined in accordance with Article II.27.j.

**\*\*For the installation of portable and/or relocatable buildings, the ARCHITECT's Fee shall be determined as follows:** four percent (5%) of the cost of the factory-built portable/relocatable building(s) plus 9% 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. This does not apply to pre-manufactured modular buildings which are customized and require the full DSA approval process.

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 and Computed Cost used to calculate the ARCHITECT's fee only if agreed upon in writing by the DISTRICT. Absent any written agreement, the Construction Manager's fees or general conditions shall not be included in the total Construction Cost and Computed Cost used to calculate the ARCHITECT's fee.

**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 the final Construction Cost and Computed Cost used to determine the ARCHITECT's fee is determined in accordance with Article II.27.j.

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 and Computed Cost used to calculate the ARCHITECT's fee only if agreed upon in writing by the DISTRICT. Absent any written agreement, the Construction Manager's fees or general conditions shall not be included in the total Construction Cost and Computed Cost used to calculate the ARCHITECT's fee.



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## Exhibit “B”

TETER is pleased to assist Hanford Elementary School District with the Lincoln Elementary School Kindergarten Classroom Building. This proposal in conjunction with our contractual agreement will describe our understanding of the project, the design process, project schedule and proposed fees. We appreciate the opportunity to assist the District and are willing to discuss any questions you might have.

The current and accepted construction and project budget for this scope of work is as indicated below. (These numbers are not escalated for time of construction):

• Kindergarten Building	\$ 1,421,400
• <u>Miscellaneous Site Work &amp; Fire Alarm</u>	\$ 430,288
o Construction Budget	\$ 1,851,688
o Project Budget Estimate	\$ 2,392,000

We are using this cost information as district approved budgets and for fee determination. Please see additional project description info in the following paragraphs.

This scope includes the construction of a new 5,520 sf permanent modular building programmed as a kindergarten classroom facility with its associated foundation system and utility connections. The new permanent modular building will be of modular “slab-on-grade” construction. The site work includes demolition of the existing kindergarten building, adjacent walkways, fencing modifications and adjacent site work. It also includes a new drop off area with shade cover and walkway from the main parking area to the campus. Lastly the project includes fire alarm modifications to the main fire alarm panel to provide connection and support to the kindergarten fire alarm system.

### PROPOSED SCOPE OF WORK

- (a) **Services:** The scope of services within the agreement will be modified to work with the District selected Modular Building Manufacturer (MBM). The MBM is responsible for developing construction documents based on design development documents and specs provided by TETER. In addition, the MBM will also be responsible for assisting with the DSA approval process and will provide a licensed engineer and architect to attend the DSA back check review meeting.
- (b) TETER will provide architectural, structural, mechanical, electrical, landscape and civil engineering services for these projects. However, because of the permanent modular building aspect, not all of the services will be required for all phases of the project. For example, TETER is responsible for developing a schematic design package for the entire modular building including drawings and specifications, but would not be required to do architectural construction documents for the permanent modular building. That portion of work will be completed by the MBM under direct supervision of TETER. The following is a more specific description indicating the



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specific services provided by TETER and the MBM respectively.

### ***Schematic Design/Design Development***

Architecture: TETER (*drawings and performance specifications*)  
 Structural: TETER (*performance specifications*)  
 Electrical: TETER (*drawings and performance specifications*)  
 Mechanical: TETER (*performance specifications for MBM*)  
 Plumbing: TETER (*performance specifications for MBM*)  
 Civil: TETER (*drawings and performance specifications*)  
 Landscape: TETER (*drawings and performance specifications*)

### ***Construction Documents***

Architecture: MBM (*drawings for building*)  
 TETER (*Site plan/details, Engineer/MBM coordination and specifications*)  
 Structural: MBM (*drawings and calculations for building*)  
 Electrical: TETER (*Site Power/Lighting, Data, Fire Alarm, and Low Voltage*)  
 MBM (*Building Power/Lighting and conduit for Low Voltage*)  
 Mechanical: MBM  
 Plumbing: TETER (*Site Plumbing*) and MBM (*Building Plumbing*)  
 Civil: TETER/Consultant  
 Landscape: TETER/Consultant

### ***DSA Approval***

Architecture: TETER with assistance of MBM  
 Structural: MBM  
 Electrical: TETER with assistance of MBM  
 Mechanical: MBM  
 Plumbing: MBM  
 Civil: TETER/Consultant  
 Landscape: TETER/Consultant

### ***Bidding/Construction Administration***

Architecture: TETER  
 Structural: MBM  
 Electrical: MBM/TETER  
 Mechanical: MBM /TETER  
 Plumbing: MBM/TETER  
 Civil: TETER/Consultant  
 Landscape: TETER/Consultant



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Exhibit B  
Lincoln ES Kindergarten Classrooms  
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## ARCHITECT COMPENSATION & SCHEDULE

### Proposed Fees

TETER appreciates the opportunity to work on this project and the Owner's acceptance of this non-standard design and construction process. Teter has used the contract Exhibit "A" Fee schedule (based on the previous OPSC fee schedule) for determining our proposed fees for this project. The site work will use the modernization fee schedule, because the site work is part of an existing campus. The Permanent Modular Building scope of work will use the new construction fee schedule. Based on Exhibit "A" fees schedules and approved construction cost estimates; our proposed fees and fee percentages are indicated below. The graduated fee schedule creates an approximate fee percentage based on the individual fees per each tier. This average fee percentage will change if the cost increases or decreases based on the Exhibit "A" schedule and district approved cost of construction.

Site Work:	\$430,288	\$51,635
Permanent Modular Building:	\$1,421,400	\$121,212
<b>Estimated Total Fee:</b>		<b>\$172,847</b>
<b>Project Reimbursable Expenses**</b>		<b>\$6,000</b>

### Modernization Cost

The total construction cost budget has been set at \$430,288. Using the graduated fee schedule per Exhibit "A" our fee is calculated as follows:

	Const. Cost	Fee %	Proposed Fee
	\$430,288	12.0%	\$51,635
Sub-Total	\$430,288		\$51,635

### New Construction Cost

The total construction cost budget has been set at \$1,421,400. Using the graduated fee schedule per Exhibit "A" our fee is calculated as follows:

	Const. Cost	Fee %	Proposed Fee
	\$500,000	9.0%	\$45,000
	\$500,000	8.5%	\$42,500
	\$421,400	8.0%	\$33,712
Sub-Total	\$1,421,400		\$121,212

\*Fees are based on estimated Construction Costs. Fees will be adjusted to match accurate construction amounts at the time of Bid Opening and upon construction completion.

\*\*Architectural Fees do not include contract allowed reimbursable expenses (such as bid set printing, DSA trip mileage, etc. These fees are estimated to be around \$6,000 for this project.



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### Proposed Schedule

• Architect Authorization to Proceed	TBD
• Programming/Schematic Design	6 Weeks
• Design Development	2 Months
• Bidding for MBM	1 Month
• Construction Documents	3 Months
• DSA Review and Approval	6 Months (Estimated)
• Bidding for Overall Project	1 Month (Estimated)
• Construction Administration	6 Months (Estimated)

### Limitations/Exclusions – The following services or costs are not included in the proposed fee:

- A. Costs for Environmental Site Assessments, CEQA, DTSC, etc.
- B. Costs for Topographic Surveys.
- C. Geotechnical/Geohazard Reports
- D. California Geological Survey (CGS) Reports and filing fees
- E. Costs for Archaeological surveys, Endangered Species studies or reports.
- F. Cost for redesign necessitated by owner requested changes after design approval.
- G. Costs for city or other agency fees associated with plan checking or permitting, including DSA fees for MWELC compliance review.
- H. Agency negotiations, approvals, design and documentation for handling and storage of hazardous materials and designated wastes, including but not limited to asbestos, its detection and removal.
- I. Costs for city/ county UGM fees, capital improvement fees, school fees, plan check fees, permit fees, developer fees, and any other city/ county or agency fees associated with the project.
- J. Closeout and Certification of any previous DSA projects related to this campus, which are not Certified.
- K. Any other fee or service not specifically described in this proposal.