

Hanford Elementary School District

REGULAR BOARD MEETING AGENDA

Wednesday, April 11, 2018

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# 18-30 – Wilson

Case# 18-31 – Wilson

- **Public Employee Discipline/Dismissal/Release** (GC 54957)

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 March 9, 2018, March 16, 2018 and March 23, 2018.
- b) Approve minutes of Regular Board Meeting held on March 14, 2018.
- c) Approve interdistrict transfers as recommended.
- d) Approve donation of \$6,327.00 from PTC to King for Instructional Supplies.
- e) Approve donation of \$150.10 from Orchard Supply Hardware to Monroe for Materials and Supplies.
- f) Approve donation of \$100.00 from Robinson's Inc. to Simas READY Program.

- *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 District's Initial Proposal to Hanford Elementary Teachers Association (HETA) for 2018-2019 amendments to the Collective Bargaining Agreement (reopened articles) (Martinez)
- b) Receive for information the Hanford Elementary Teachers Association's (HETA's) Initial Proposal for 2018-2019 amendments to the Collective Bargaining Agreement between Hanford Elementary School District (HESD) and HETA (reopened articles) (Martinez)
- c) Receive for information the Wellness Policy – Executive Summary (McConnell)
- d) Receive for information the Comprehensive Safety Plan for HESD Schools (Strickland)
For the CSP go to: <http://www.hesd.k12.ca.us/District/Department/5-Student-Services-Registration/Portal/Comprehensive-Safety-Plan>

4. BOARD POLICIES AND ADMINISTRATION

- a) Consider approval of the Kings County Plan for Expelled Youth (Gabler)
- b) Consider approval of Memorandum of Understanding between Creative Alternatives (NPS) and the Hanford Elementary School District (McConnell)
- c) Consider approval to solicit bids for the Jefferson Charter Academy New Administration/Library Building (Mulligan)
- d) Consider approval of award for the design of the new Kindergarten Classroom Building at Lincoln Elementary School (Mulligan)
- e) Consider adoption of 2018-2019 School Calendar (Strickland)

5. PERSONNEL (Martinez)

- a) Employment
Temporary Employees/Substitutes/Yard Supervisors
 - Alex Acevedo, Short-term Substitute Custodian II – 8.0 hrs., Washington, effective 3/4/18 to 4/5/18
 - Heidi Augusto, Short-term Yard Supervisor – 2.0 hrs., Washington, effective 4/3/18 to 6/6/18
 - Victoria Barrientos-Ghena, Substitute READY Program Tutor, effective 3/6/18
 - Mariah Benitez, Short-term Yard Supervisor – 1.75 hrs., Monroe, effective 4/3/18 to 6/6/18
 - Tiffany Cantu, Short-term Yard Supervisor – 1.5 hrs., Washington, effective 4/3/18 to 6/6/18
 - Veronica Gonzalez, Short-term Yard Supervisor – 1.75 hrs., King, effective 4/3/18 to 6/6/18
 - Dianna Heredia, Short-term Yard Supervisor – 2.75 hrs., Wilson, effective 4/3/18 to 6/6/18
 - Sanita Ieronimo, Short-term Yard Supervisor – 3.25 hrs., Simas, effective 4/3/18 to 6/6/18
 - Yolanda Macias, Short-term Yard Supervisor – 1.75 hrs., Roosevelt, effective 4/3/18 to 6/6/18
 - Yvette Mena, Substitute Yard Supervisor, effective 3/7/18
 - Sandra Torres, Short-term Yard Supervisor – 1.75 hrs., King, effective 4/3/18 to 4/27/18
- b) Employment and Certification of Temporary Athletic Team Coaches Pursuant to Title 5 CCR 5594
 - Raul Guzman, Boys and Girls Track Coach – Richmond, effective 2/26/18 to 4/25/18
- c) Resignations
 - Vanessa Alvizo, READY Program Tutor – 4.5 hrs., King, effective 4/6/18

- Krystal Ibanez, READY Program Tutor – 4.5 hrs., Washington, effective 6/6/18
 - Kaylee Bosworth, Teacher, Kennedy, effective 6/6/18
 - Sarai Rivera, READY Program Tutor – 4.5 hrs., Jefferson Charter Academy, effective 6/6/18
 - Kiefer Rose, Yard Supervisor – 3.25 hrs., Kennedy, effective 6/7/17 (revised)
 - Jacqueline Spearman, READY Program Tutor – 4.5 hrs., Roosevelt, effective 3/23/18
 - Lina Tuon, Teacher, Hamilton, effective 6/6/18
 - Breanna Young, Special Education Aide – 5.0 hrs., Roosevelt, effective 6/6/18
- d) Retirement
- Kathlene Rose, Teacher, Washington, effective 6/6/18
 - Norma Vera, Parent Liaison Specialist – 8.0 hrs., Curriculum, Instruction and Professional Development, effective 6/8/18
- e) Temporary Out of Class Assignment
- Christopher Martin, from Groundskeeper II – 8.0 hrs., Grounds/DSF to Delivery Worker: Mail and Material – 8.0 hrs., Warehouse/DSF, effective 3/26/18 to 4/13/18
- f) Salary/Wage Schedules for 2017-2018
- Management/Professional Specialist/Confidential Salary Schedule (Revised)
- g) Consider approval of an Internship Credential Program agreement with Fresno Pacific University
- Authorize Agreement between Hanford Elementary School District and Fresno Pacific University for preparation of Teacher Intern Shannon O. Stockton for the 2017-2018 school year.
- h) Consider approval of an Agreement between Hanford Elementary School District and California State University, Fresno for the placement of student teachers
- Authorize Agreement between Hanford Elementary School District and California State University, Fresno's Kremen School of Education and Human Development Credential Programs for the placement of student teachers in district schools.
- i) Volunteers
- | <u>Name</u> | <u>School</u> |
|-------------------------------|---------------|
| Tagen Ormonde (HESD Employee) | Jefferson |
| Taryn Padgett | Jefferson |
| Tiffany Sanders | Hamilton |
| Sherri Sumaya (HESD Employee) | Hamilton |
| Laura Canchola Leon | King |
| Lucia Sanchez Carranza | King |
| Jayde Garcia | Monroe |
| Stephanie Mulanax | Monroe |
| Christine Rose | Monroe |
| Kayla Zuniga | Monroe |
| Michael Owen | Roosevelt |
| Veronica Aguilar | Simas |
| David Gomez | Simas |
| Shawn O'Karma | Simas |
| Evangelina Rodriguez | Simas |
| Crystal Salinas | Simas |
| Tiffany Sanders | Simas |
| Sarah Medina | Washington |

6. FINANCIAL (Endo)

- a) Consider adoption of Resolution #20-18, allowing the District to apply for funding from the School Bus Incentives Program (Replacement Component).

- b) Consider adoption of Resolution #21-18, allowing for the purchase of a school bus from A-Z Bus Sales utilizing the Waterford Unified School District piggyback bid.
- c) Consider approval of amendments to previously adopted District prequalification standards.

ADJOURN MEETING

HANFORD ELEMENTARY SCHOOL DISTRICT
AGENDA REQUEST FORM

TO: Joy Gabler
FROM: Jay Strickland
DATE: April 4, 2018

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

Date you wish to have your item considered: April 11, 2018

ITEM: Administrative Panel Recommendations

PURPOSE:

Case# 18-30 Wilson
18-31 Wilson

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 03/23/2018

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 04/11/2018

ITEM:

Consider approval of warrants.

PURPOSE:

The administration is requesting the approval of the warrants as listed on the registers dated: 03/9/18, 03/16/18 and 03/23/18.

FISCAL IMPACT:

See attached.

RECOMMENDATIONS:

Approve the warrants.

Warrant Register For Warrants

Dated 03/09/2018

Warrant Number	Vendor Number	Vendor Name	Amount
12572856	2972	ROSA E. ADAMS Allowance	\$157.53
12572857	1142	MICHELE ALEXANDER Supplies/Mileage	\$51.72
12572858	6306	KAREN ALVARADO Allowance	\$396.00
12572859	3692	LUCY ALVARADO Allowance	\$200.00
12572860	6934	BLANCA ALVARADO-CABRERA Allowance	\$156.53
12572861	7074	DEBORAH ARNOLD Allowance	\$163.47
12572862	6253	AT&T Telephone	\$41.24
12572863	2773	KRISTI BACHMAN Allowance	\$97.47
12572864	7132	VICTORIA BARRIENTOS-GHENA TB Test	\$20.00
12572865	1690	BATTERY SYSTEMS Custodial/Grounds/Transportation Supplies	\$2,440.47
12572866	5749	KAYLEE BOSWORTH Allowance	\$87.65
12572867	4415	HEATHER BRASIL Mileage	\$226.72
12572868	6705	ARLO BRAUN Travel & Conf	\$32.00
12572869	162	ANGEL BRAVO Allowance	\$182.27
12572870	6402	BLANCA BULLER Allowance	\$200.00
12572871	184	BUREAU OF EDUCATION & RESEARCH Travel & Conf	\$717.00
12572872	3654	JOSEFA BUSTOS-PELAYO Allowance/Supplies	\$329.40
12572873	6886	CAL POLY CAREER SERVICES Travel & Conf	\$175.00
12572874	6954	MARINA CERVANTEZ Allowance	\$142.31
12572875	303	CHAFFEE ZOO Field Trips	\$873.50
12572876	7129	TIMERIE CORREIA Allowance	\$193.90
12572877	6299	JAHNA COSTELLO Allowance	\$295.39
12572878	5846	CINDY CUIEL Allowance	\$200.00
12572879	4486	GABRIEL DE LEON Allowance	\$134.00
12572880	5463	SARA DECUIR Mileage	\$25.94
12572881	5853	RITA DIAZ Travel & Conf	\$202.00
12572882	5786	DOCUMENT TRACKING SERVICES Software Licenses	\$6,325.65
12572883	3567	E.L. ACHIEVE Travel & Conf	\$1,335.00
12572884	6274	ANTHONY ECK Allowance	\$67.94
12572885	7131	ASHLEY ELLIS Allowance	\$191.42
12572886	6412	FATTE ALBERTS PIZZA COMPANY Literacy Night	\$197.50
12572887	7095	KRISTIN FLETCHER Allowance	\$217.65
12572888	6851	JENNIFER FOSSETT Allowance	\$21.42
12572889	6090	MALISSA FROLEY Allowance	\$117.75
12572890	558	CAROL GALLEGOS Travel Conf/Mileage	\$312.47
12572891	562	GRACIELA GARCIA Allowance	\$200.00
12572892	6650	MONICA P. GARCIA Allowance	\$105.05
12572893	5590	PRISCILLA GARIVAY Allowance	\$199.22
12572894	1393	GAS COMPANY Gas	\$1,767.10
12572895	2544	EVA GONZALEZ Allowance	\$200.00
12572896	4049	SHERI GORDON Allowance	\$169.33
12572897	620	GRISWOLD LASALLE COBB DOWD Legal	\$654.30
12572898	622	CHERYL GUILBEAU Mileage	\$31.56
12572899	632	CITY OF HANFORD Water/Sewer	\$9,532.46
12572900	5151	CAROL HERNANDEZ Allowance	\$174.52
12572901	2121	LUPE HERNANDEZ Allowance	\$95.90
12572902	4151	LINDA HICKEY Allowance	\$82.64
12572903	7093	ELIZABETH HOVIS Allowance	\$200.00

Warrant Register For Warrants

Dated 03/09/2018

Warrant Number	Vendor Number	Vendor Name	Amount
12572904	5882	LINDSAY HOWELL Allowance	\$36.00
12572905	7133	JAQUELINE HUERTA Allowance	\$159.94
12572906	5703	TERESA JAQUEZ Inst'l Consultant	\$1,350.00
12572907	4117	JANA JASSO Allowance	\$197.67
12572908	5913	JAMI JENKINS Travel & Conf	\$32.00
12572909	759	DARYL L. JOHNSON Allowance	\$51.45
12572910	4077	BRITTNEY JUAREZ Allowance	\$106.84
12572911	779	KEENAN & ASSOC. CPIC Health & Welfare	\$5,392.50
12572912	778	KEENAN & ASSOC. MED. EYE SERV. Health & Welfare	\$10,230.81
12572913	7128	DIANA KELLY Allowance	\$69.65
12572914	796	KINGS COUNTY OFFICE OF ED Other Costs	\$37,393.14
12572915	802	KINGS COUNTY PIPE & SUPPLY Maintenance Supplies	\$434.01
12572916	4216	AIMEE LADD Allowance	\$160.16
12572917	6986	MORGAN LAMBERT Allowance	\$200.00
12572918	6236	ALEXANDRIA LEMOS Allowance	\$150.00
12572919	6919	JILL LOUGHRAN Allowance	\$153.62
12572920	4299	CHRISTINE LUIS Allowance	\$98.91
12572921	7135	GRACIELA MAGALLON Allowance	\$182.99
12572922	4746	MONICA MALDONADO-HUBANKS Allowance	\$200.00
12572923	7134	ALLEN MANES Allowance	\$178.19
12572924	912	MANGINI ASSOCIATES INC. Buildings & Improvements	\$18,922.33
12572925	6617	LESLIE MARAIN Travel & Conf	\$234.00
12572926	7130	MAYRA MARTIN Allowance	\$183.28
12572927	5430	ANDREW MARTINEZ Allowance	\$180.58
12572928	933	SUZANNE MASON Allowance	\$200.00
12572929	5570	MATELOT GULCH MINING Study Trip	\$546.00
12572930	2243	MATSON ALARM Alarm Services	\$336.00
12572931	4704	KELLEY MAYFIELD Allowance/Study Trip	\$608.00
12572932	7101	SHELBY MCWELLS Allowance	\$45.00
12572933	6290	ANNA MORENO Allowance	\$69.91
12572934	1004	MORRISON'S SILKSCREEN Inst'l Mat'l's	\$445.46
12572935	6791	BOA MOUA Travel & Conf	\$202.00
12572936	1863	FRANCIS K. MWANGI Allowance	\$136.16
12572937	2909	MARCELA NICOLE NASH Allowance	\$200.00
12572938	5510	NEWEGG.COM IT Charges	\$127.59
12572939	6191	TERESA NIBLETT Allowance	\$89.07
12572940	4188	CHAD NIELSEN Mileage	\$32.26
12572941	2649	PEGGY NOBLE Allowance	\$195.75
12572942	1058	OFFICE DEPOT Office Supplies	\$134.48
12572943	6026	TAGEN ORMONDE Allowance	\$135.71
12572944	4329	JUAN PADILLA Allowance	\$38.79
12572945	3029	KAREN PETERSON-HULTEN Allowance	\$179.00
12572946	2011	MARICELY PIMENTEL Allowance	\$174.75
12572947	2956	JACQUELINE A. RAVEN Allowance	\$187.00
12572948	6747	CARIN RAY Allowance	\$116.74
12572949	1229	DEBRA K REVIOUS TB Test	\$20.00
12572950	6499	VERONICA REYNOSO Allowance	\$200.00
12572951	7084	JESUS RODRIGUEZ Allowance	\$200.00

Warrant Register For Warrants

Dated 03/09/2018

Warrant Number	Vendor Number	Vendor Name	Amount
12572952	3851	PATRICIA RODRIGUEZ Allowance	\$184.50
12572953	6328	SAM ACADEMY Study Trip	\$2,000.00
12572954	5904	CRUZ SANCHEZ-LEAL Travel & Conf/Mileage	\$309.43
12572955	1298	LANA SANDOVAL Allowance	\$199.80
12572956	4748	TARYN SCHRECKENGOST Allowance	\$197.63
12572957	1874	APRIL M. SILVA Allowance	\$69.40
12572958	1367	SISC III Health & Welfare	\$561,365.00
12572959	4031	SIX FLAGS MAGIC MOUNTAIN Field Trip	\$1,581.63
12572960	2006	JOHN SNYDER Allowance	\$63.18
12572961	1880	SOUTH COUNTY SUPPORT SERVICES AGENCY Transportation	\$855.30
12572962	1392	SOUTHERN CALIFORNIA EDISON CO. Electricity	\$17,124.48
12572963	1404	STANISLAUS FOUNDATION – ADMIN Other Services	\$2,605.75
12572964	5622	JOANNA STONE Mileage	\$89.05
12572965	5946	THE HARTFORD Health & Welfare	\$1,165.84
12572966	4017	JOSE TORRES Allowance	\$200.00
12572967	4064	TULARE COUNTY OFFICE OF ED Inst'l Consultant	\$11,500.00
12572968	1506	TWB INSPECTIONS Buildings & Improvements	\$6,525.00
12572969	5915	STEFANIE UMSCHIED Travel & Conf	\$32.00
12572970	1521	UNITED REFRIGERATION INC. Maintenance Supplies	\$766.91
12572971	3154	UPS Postage	\$213.89
12572972	2653	VALLEY OXYGEN Maintenance/Grounds Supplies	\$563.37
12572973	4494	ROBERTA VASQUEZ Allowance	\$110.84
12572974	6861	ISABEL VEGA Allowance/Science Matl's	\$433.91
12572975	1554	SONIA VELO Mileage	\$84.97
12572976	5115	SHANAE VRYHOF Allowance	\$174.22
12572977	6943	WEST VALLEY SUPPLY Grounds Supplies	\$56.95
12572978	7097	WHOLESALE-CARABINERS.COM Supplies	\$473.00
12572979	6239	ANJALI WILLIAMS Allowance	\$157.00
12572980	1643	EDWARD E. WOUGHTER Other Services	\$70.00
12572981	6389	GAOSANG XIONG Allowance	\$116.91
12572982	1649	LUPE YADETA Allowance	\$93.42

Total Amount of All Warrants:

\$720,241.51

Credit Card Register For Payments
Dated 03/09/2018

Document Number	Vendor Number	Vendor Name	Amount
14022332	2	A-Z BUS SALES INC Transportation Supplies	\$247.37
14022333	91	AUTOMATED OFFICE SYSTEMS Leases	\$8,297.03
14022334	176	BSN SPORTS Athletic Supplies	\$2,242.85
14022335	4271	GOLDEN EAGLE CHARTER INC. Transportation	\$10,782.00
14022336	599	GOPHER SPORT Athletic Supplies	\$1,002.61
14022337	5690	INDOFF INCORPORATED Furniture	\$7,285.55
14022338	1802	MEDALLION SUPPLY Maintenance Supplies	\$1,230.84
14022339	1121	PERMA-BOUND Books	\$1,466.31
14022340	3131	SHERWIN-WILLIAMS CO Maintenance Matl's	\$122.34

Total Amount of All Credit Card Payments:**\$32,676.90**

Warrant Register For Warrants

Dated 03/16/2018

Warrant Number	Vendor Number	Vendor Name	Amount
12573467	59	AMERIPRIDE UNIFORM SERVICES Laundry/Mop/Mat Services	\$3,145.32
12573468	5796	AMF VISALIA LANES Field Trip	\$1,900.75
12573469	2501	ASCD Dues & Memberships	\$89.00
12573470	6253	AT&T Telephone	\$74.97
12573471	3505	CRYSTAL G. AVILA Allowance	\$192.37
12573472	7119	LALINA CALDERON Mileage	\$22.24
12573473	236	STATE OF CALIFORNIA Other Services	\$1,661.00
12573474	355	CDT INC. Other Services	\$418.00
12573475	1667	CDW GOVERNMENT INC. IT Equipment	\$26,207.33
12573476	299	CENTRAL VALLEY COMP. CARE INC. Other Services	\$79.00
12573477	7123	CHILD1ST PUBLICATIONS LLC Inst'l Matl's	\$658.79
12573478	6552	CHILDREN'S STORYBOOK GARDEN Study Trip	\$125.00
12573479	374	CRABTREE PUBLISHING COMPANY Books	\$386.64
12573480	405	DASSEL'S PETROLEUM INC. Fuel	\$6,460.62
12573481	405	DASSEL'S PETROLEUM INC. Fuel	\$625.69
12573482	4815	DIGITECH INTEGRATIONS INC Repairs	\$460.00
12573483	4512	DIV. OF STATE ARCHITECT Other Services	\$500.00
12573484	5974	JOHN DOMINGUEZ Custodial Supplies	\$19.52
12573485	6723	JENNIFER ELLIOTT Allowance	\$189.97
12573486	502	ENTERPRISE RENT A CAR Travel & Conf	\$317.61
12573487	3682	FASTENAL Maintenance Supplies	\$3.22
12573488	6453	FLOWERS BAKING COMPANY Food	\$3,016.00
12573489	6232	FOLLETT LIBRARY RESOURCES Books	\$1,350.00
12573490	1769	FRESNO PRODUCE Food	\$26,979.68
12573491	2749	GARDA CL WEST INC. Other Services	\$532.75
12573492	1393	GAS COMPANY Gas	\$4,835.37
12573493	3305	GILBERT ELECTRIC COMPANY Repairs	\$9,958.30
12573494	591	GOLD STAR FOODS Food	\$22,257.98
12573495	1816	LUCY GOMEZ Parent Inv. Supplies	\$279.93
12573496	3656	HANFORD AUTO & TRUCK PARTS Maint/Trans/Custodial Supplies	\$776.55
12573497	687	HIGH NOON BOOKS Books	\$445.97
12573498	7140	CHRISTIE HOFMANN Prepaid Meals	\$22.95
12573499	2427	HOME DEPOT CREDIT SERVICES Grounds Supplies	\$149.51
12573500	6868	HOME SCIENCE TOOLS Inst'l Matl's	\$231.70
12573501	713	HOUGHTON MIFFLIN Inst'l Consultant	\$3,750.00
12573502	3142	JOANN IRWIN Allowance	\$93.21
12573503	7137	KAWEAH ELECTRIC LLC. Buildings & Improvements	\$763.26
12573504	1783	KELLER MOTORS Equipment Replacement	\$27,488.35
12573505	3962	KINGS COUNTY GLASS Repairs	\$2,627.13
12573506	801	KINGS COUNTY MOBILE LOCKSMITH Repairs	\$642.50
12573507	796	KINGS COUNTY OFFICE OF ED Travel & Conf	\$350.00
12573508	808	KINGS WASTE & RECYCLING Garbage	\$78.50
12573509	827	LA TAPATIA TORTILLERIA INC. Food	\$2,224.97
12573510	986	LAWNMOWER MAN Grounds Services	\$256.94
12573511	838	LAWRENCE TRACTOR COMPANY Grounds Supplies	\$1,192.61
12573512	912	MANGINI ASSOCIATES INC. Other Services	\$10,278.75
12573513	6905	BLANCA MARTINEZ Mileage	\$103.44
12573514	3424	JACQUELINE MONZON Allowance	\$55.33

Warrant Register For Warrants

Dated 03/16/2018

Warrant Number	Vendor Number	Vendor Name	Amount
12573515	6465	THE MYSTERY SPOT Study Trip	\$427.00
12573516	1058	OFFICE DEPOT Office Supplies	\$177.86
12573517	6257	ORCHARD SUPPLY HARDWARE Maint/Grounds/Custodial Supplies	\$1,398.63
12573518	5111	P & R PAPER SUPPLY COMPANY INC Kitchen Supplies	\$4,526.45
12573519	1116	TRINIDAD PEREZ Allowance	\$388.27
12573520	7141	ANTHONY PORRAS Allowance	\$165.28
12573521	1168	PRODUCERS DAIRY PRODUCTS Food	\$13,512.29
12573522	1184	PROGUARD SERVICE & SOLUTIONS Kitchen Services	\$399.44
12573523	1303	SAVE MART SUPERMARKETS Food	\$29.99
12573524	1801	SMART & FINAL STORES (HFD KIT) Food	\$267.30
12573525	1392	SOUTHERN CALIFORNIA EDISON CO. Electricity	\$18,738.73
12573526	1403	STANISLAUS FOUNDATION – DENTAL Other Services	\$41,487.80
12573527	1405	STAPLES CREDIT PLAN Allowance	\$508.62
12573528	3728	JASON STRICKLAND Student Clothing	\$18.20
12573529	1444	SYSCO FOODSERVICES OF MODESTO Food	\$29,063.29
12573530	1466	TERMINIX INTERNATIONAL Pest Control	\$397.00
12573531	4914	TKO ELECTRONICS INC IT Equipment	\$30,668.86
12573532	2138	THE TREE HOUSE Office Supplies	\$361.06
Total Amount of All Warrants:			\$306,814.79

Credit Card Register For Payments
Dated 03/16/2018

Document Number	Vendor Number	Vendor Name	Amount
14022389	149	BLICK ART MATERIALS Inst'l Matl's	\$28.18
14022390	176	BSN SPORTS Athletic Supplies	\$2,165.43
14022391	599	GOPHER SPORT Athletic Supplies	\$996.14
14022392	652	HANFORD SENTINEL Buildings & Improvements	\$866.39
14022393	5280	J&E RESTAURANT SUPPLY INC Kitchen Supplies	\$252.36
14022394	1002	MORGAN & SLATES INC. DSF Supplies	\$207.12
14022395	5764	QUINN COMPANY Transportation Supplies	\$1,097.00
Total Amount of All Credit Card Payments:			\$5,612.62

Warrant Register For Warrants

Dated 03/23/2018

Warrant Number	Vendor Number	Vendor Name	Amount
12573987	1142	MICHELE ALEXANDER Travel & Conf/Mileage	\$96.22
12573988	6934	BLANCA ALVARADO-CABRERA Travel & Conf/Inst'l Matl's	\$282.65
12573989	6431	AMAZON.COM Office Supplies/Inst'l Matl's/Warehouse	\$9,791.73
12573990	53	AMERICAN MUSIC COMPANY Equipment/Band Supplies	\$3,747.62
12573991	7074	DEBORAH ARNOLD Science Matl's	\$75.97
12573992	3947	ATKINSON ANDELSON LOYA RUUD & ROMO Legal	\$8,330.45
12573993	3258	BANK OF AMERICA Travel & Conf/Safety Supplies	\$8,115.20
12573994	5799	MIRANDA BANUELOS Mileage	\$9.10
12573995	3710	KELLY BEKEDAM Allowance	\$22.99
12573996	3654	JOSEFA BUSTOS-PELAYO Travel & Conf	\$256.00
12573997	4918	CALIFORNIA COMMISSION ON TEACHER Other Services	\$1,000.00
12573998	7125	CAPITAL DATA INC. Warehouse/Technology	\$3,410.05
12573999	303	CHAFFEE ZOO Study Trip	\$561.00
12574000	304	NICK CHAMPI ENTERPRISES INC. Grounds Matl's	\$88.17
12574001	5996	NADIA D'AGOSTINO Allowance	\$112.75
12574002	4815	DIGITECH INTEGRATIONS INC Other Services	\$144.00
12574003	433	DISCOVERY CENTER Field Trip	\$624.00
12574004	5464	TORREYA EDWARDS Allowance	\$100.06
12574005	506	ETA HAND2MIND Inst'l Matl's	\$27.31
12574006	7001	FIRST AMERICAN TITLE COMPANY Land Acquisition	\$836,578.85
12574007	1177	FRED PRYOR SEMINARS Travel & Conf	\$179.00
12574008	3400	FRESNO COUNTY OFFICE OF ED Travel & Conf	\$1,600.00
12574009	4224	LINDSAY FULLER Allowance	\$80.66
12574010	1393	GAS COMPANY Gas	\$1,989.60
12574011	1972	GROSS & STEVENS INC. Transportation Supplies	\$42.62
12574012	4084	HEIDISONGS Allowance	\$61.10
12574013	3367	HEINEMANN PUBLISHING Books	\$3,352.77
12574014	1895	JENNIFER HENDERSON Travel & Conf/Mileage	\$363.27
12574015	4793	RUTH HERNANDEZ Allowance	\$179.31
12574016	5264	HOUGHTON MIFFLIN HARCOURT Books	\$2,047.88
12574017	5913	JAMI JENKINS Travel & Conf	\$107.00
12574018	2062	JOHN'S INCREDIBLE PIZZA Field Trip	\$2,277.72
12574019	1829	KENNEDY STUDENT BODY Student Meals	\$939.00
12574020	3494	KINGS COUNTY BOWL Field Trips	\$568.75
12574021	796	KINGS COUNTY OFFICE OF ED Other Costs/Other Services	\$9,437.69
12574022	6611	KNOTT'S BERRY FARM YOUTH SALES Field Trip	\$2,497.50
12574023	6356	MAUREEN KUIPER Allowance	\$125.10
12574024	6224	LAWSON PRODUCTS INC Transportation Supplies	\$50.35
12574025	7006	LEADER SERVICES Other Services	\$456.63
12574026	3048	CYNTHIA LEWIS Mileage	\$5.24
12574027	6905	BLANCA MARTINEZ Literacy Night Supplies	\$87.13
12574028	7142	MONARCH FORD Equipment Replacement	\$25,552.19
12574029	5666	MERCI MURILLO READY Supplies	\$99.77
12574030	4093	MUSEUM OF TOLERANCE Field Trip	\$1,102.50
12574031	1017	MYTANA MFG. CO. Maintenance Supplies	\$153.80
12574032	1058	OFFICE DEPOT Office Supplies	\$256.75
12574033	1087	TRAVIS C. PADEN Software License	\$29.98
12574034	6674	PHYSIUS PHYSICAL THERAPY & WELLNESS Other Services	\$200.00

Warrant Register For Warrants

Dated 03/23/2018

Warrant Number	Vendor Number	Vendor Name	Amount
12574035	6328	SAM ACADEMY Study Trip	\$1,500.00
12574036	3136	SAVE A LIFE TRAINING CENTER Other Services	\$320.00
12574037	1303	SAVE MART SUPERMARKETS Supplies	\$69.42
12574038	4366	SCOUT ISLAND EDUCATION CENTER Study Trip	\$600.00
12574039	3743	SHRED-IT USA – FRESNO Shredding Service	\$242.27
12574040	6368	SINCLAIR RESEARCH GROUP Inst'l Consultant	\$2,625.00
12574041	1374	SMART & FINAL STORES (HFD DO) Supplies	\$154.61
12574042	1392	SOUTHERN CALIFORNIA EDISON CO. Electricity	\$2,378.18
12574043	2031	SOUTHWEST SCH & OFFICE SUPPLY Warehouse	\$1,959.68
12574044	773	SPORTS OFFICIATING SERVICE Inst'l Consultant	\$4,769.00
12574045	7122	SQUARED AWAY GRAPHICS Printed Matl's	\$437.71
12574046	1403	STANISLAUS FOUNDATION – DENTAL Other Services	\$22,287.46
12574047	2188	SUPPLYWORKS Custodial Supplies	\$486.56
12574048	6697	JENNIFER TAYLOR Allowance	\$185.75
12574049	6823	TCG GROUP HOLDINGS Other Serivces	\$256.00
12574050	1454	TEACHER CREATED MATERIALS INC. Books	\$197.30
12574051	6944	TETER LLP Buildings & Improvements	\$1,296.35
12574052	1508	U.S. POSTAL SERVICE (CMRS-FP) Postage	\$3,000.00
12574053	3749	ULINE INC Office Supplies	\$1,535.98
12574054	2404	VAVRINEK TRINE DAY & CO. LLP Audit Expense	\$3,500.00
12574055	6861	ISABEL VEGA Travel & Conf	\$256.00

Total Amount of All Warrants:

\$975,274.70

Credit Card Register For Payments

Dated 03/23/2018

Document Number	Vendor Number	Vendor Name	Amount
14022462	2501	ASCD Travel & Conf	\$699.00
14022463	149	BLICK ART MATERIALS Inst'l Matl's	\$400.87
14022464	4795	BULLET IMPRESSIONS Printed Matl's	\$257.40
14022465	5184	DRISKELL'S APPLIANCE Facilities Equipment	\$320.68
14022466	539	FRANKLIN COVEY PRODUCTS LLC HR Supplies	\$93.63
14022467	4141	HMS INC Reparis	\$473.00
14022468	710	HORIZON SOFTWARE INTERNATIONAL Other Services	\$8,209.51
14022469	1111	J W PEPPER & SON INC Band Matl's	\$109.74
14022470	806	KINGS COUNTY TROPHY Inst'l Matl's	\$1,960.00
14022471	831	LAKESHORE LEARNING Inst'l Matl's	\$2,810.99
14022472	4276	LEARNING A-Z Software License	\$219.90
14022473	1147	POSITIVE PROMOTIONS Inst'l Matl's	\$767.67
14022474	2126	READ NATURALLY Books	\$742.50
14022475	1214	REALLY GOOD STUFF Inst'l Matl's	\$550.77
14022476	2524	ROCHESTER 100 INC. Inst'l Matl's	\$190.00
14022477	1316	SCHOLASTIC CLASSROOM MAGAZINES Inst'l Matl's	\$217.44
14022478	1314	SCHOLASTIC INC. Books	\$2,176.37
14022479	4381	STAPLES - BUSINESS ADVANTAGE Office Supplies	\$1,966.25
14022480	1619	WILBUR-ELLIS COMPANY LLC Grounds Supplies	\$636.21
14022481	898	WILLIAM V. MACGILL & CO Medical Supplies	\$179.43
14022482	1637	WOODWIND & BRASSWIND Band Matl's	\$262.44

Total Amount of All Credit Card Payments:
\$23,243.80

Hanford Elementary School District
Minutes of the Regular Board Meeting
March 14, 2018

Minutes of the Regular Board Meeting of the Hanford Elementary School District Board of Trustees on March 14, 2018 at District Office Board Room, 714 N. White Street, Hanford, CA.

- Call to Order** Vice-President Revious called the meeting to order at 5:30 p.m. Trustee Garcia, Hernandez and Strickland were present. President Garner was absent.
- Closed Session** Trustees immediately adjourned to closed session for the purpose of:
- Student Discipline pursuant to Education Code section 48918
- Open Session** Trustees returned to open session at 6:17 p.m.
- HESD Managers Present** Joy C. Gabler, Superintendent, and the following administrators were present: Don Arakelian, Kristina Baldwin, Doug Carlton, Anthony Carrillo, Debra Colvard, David Endo, Lucy Gomez, Jaime Martinez, Karen McConnell, Gerry Mulligan, Julie Pulis, Jill Rubalcava, Cruz Sanchez and Jay Strickland.
- Case #18-25, 18-26, 18-27 & 18-28** Trustee Hernandez made a motion to accept the Findings of Facts and expel Case #18-25, #18-26, #18-27, and #18-28 for the remainder of the 2017-2018 school year for violation of Education Code 48900 and/or 48915 as determined by the Administrative Panel at hearings held on March 12, 2018. Parents may apply for Readmission on or after June 6, 2018. Trustee Strickland seconded; motion carried 4-0:
- Garcia – Yes
 - Hernandez – Yes
 - Revious – Yes
 - Strickland – Yes
- Case #18-23, 18-24 & 18-29** Trustee Hernandez made a motion to accept the Findings of Facts and expel Case #18-23, #18-24 and #18-29 for the remainder of the 2017-2018 school year and the first semester of the 2018-2019 school year for violation of Education Code 48900 and/or 48915 as determined by the Administrative Panel at hearings held on March 12, 2018. Parents may apply for readmission on or after June 6, 2018. If readmission is granted, the expulsion order shall be suspended and student may attend regular school in probationary status on a Behavior Conditions Plan through January 18, 2019. Trustee Garcia seconded; motion carried 4-0:
- Garcia – Yes
 - Hernandez – Yes
 - Revious – Yes
 - Strickland – Yes
- Public Comments** Karina Mascorro, Roosevelt Elementary School parent, said she had nothing bad to say about her school or its staff but would like to make a few suggestions. Mrs. Mascorro asked the Board if there is a way for alert notices to be sent in "real time" as the safety emergency is happening. She asked for online resources where parents would have capability of updating emergency contact information and anonymously report bullying or suspicious activity. Mrs. Mascorro believes having an anonymous reporting option would help the community and District work better together. Mrs. Mascorro also

encouraged the District to be more technical and use less paperwork. She asked for the District to "blow-up" parents' phones with alerts instead of sending letters to avoid delays. She asked for more afterschool programs for parents and kids. She praised the PAL program and mentioned there was an amazing parent training she attended at Roosevelt and believes it would be great to have these available online for other parents to have access to them.

Trustee Garcia thanked Mrs. Mascorro for attending the meeting and for her recommendations and told her he believes there is always room for improvement. Vice-President Revious also thanked Mrs. Mascorro for her information and told her someone would be in contact with her. Superintendent, Joy Gabler, thanked Mrs. Mascorro for her information and asked her to state her name for the record and told her she would be in contact with her.

Trustee Strickland excused himself from the meeting at 6:28 p.m. due to an emergency.

**Board and Staff
Comments** None

**Requests to
Address the
Board** None

**Dates to
Remember** Vice-President Revious reviewed dates to remember: March 26th-April 2nd Spring Break; March 30th-April 2nd Holidays - Offices Closed; Varsity Baseball & Softball Tournaments on April 7th at 9:00 a.m.; April 11th Regular Board Meeting.

CONSENT ITEMS

Trustee Garcia made a motion to take consent items "a" through "e" together. Trustee Hernandez seconded; motion carried 3-0:

Garcia – Yes
Hernandez – Yes
Revious – Yes

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

Garcia – Yes
Hernandez – Yes
Revious – Yes

The items approved are as follows:

- a) Accept warrant listings dated February 23, 2018 and March 2, 2018.
- b) Approve minutes of Regular Board Meeting held on February 28, 2018.
- c) Approve interdistrict transfers as recommended.
- d) Approve donation of \$24.00 from Spirit & Pride to Monroe General Fund.
- e) Approve donation of \$1,500.00 from AllianceData on behalf of Freeway Toyota of Hanford as assigned by Tony Carranza, General Manager, to be used towards Hanford Elementary School District's general funds.

INFORMATION ITEMS

- 2017-18 HESD Parent Survey** Doug Carlton, Director of Program Development, Assessment & Accountability, presented for information results from the 2017-18 Parent Survey. The HESD/Title I Parent Survey is one of the methods in which the District receives input from stakeholder groups on services and programs provided by the District. Approximately 4,879 surveys were received and results are overwhelmingly positive.
- Financial Report 7/01/17-2/28/18** David Endo, Chief Business Official, presented for information the monthly financial reports for the period of 7/01/2017-2/28/2018.

BOARD POLICIES AND ADMINISTRATION

- Out of State Travel** Trustee Garcia made a motion to approve out-of-state travel for one (1) HESD School Psychologist. Trustee Hernandez seconded; motion carried 3-0:
 Garcia – Yes
 Hernandez – Yes
 Revious – Yes
- KCOE MOU/ Consultant Contract** Trustee Garcia made a motion to approve Memorandum of Understanding/consultant contract between the Kings County Office of Education and Hanford Elementary School District. Trustee Hernandez seconded; motion carried 3-0:
 Garcia – Yes
 Hernandez – Yes
 Revious – Yes
- JFK Roof Project** Trustee Garcia made a motion to approve award for the John F. Kennedy Jr. High School Cafeteria & Gym Reroof project to Fresno Roofing. Trustee Hernandez seconded; motion carried 3-0:
 Garcia – Yes
 Hernandez – Yes
 Revious – Yes
- JFK Painting** Trustee Garcia made a motion to approve award for the John F. Kennedy Jr. High School exterior painting project to Jeff Painting. Trustee Hernandez seconded; motion carried 3-0:
 Garcia – Yes
 Hernandez – Yes
 Revious – Yes

PERSONNEL

- Trustee Garcia made a motion to take Personnel items “a” through “h” together. Trustee Hernandez seconded; motion carried 3-0:
 Garcia – Yes
 Hernandez – Yes
 Revious – Yes
- Trustee Garcia then made a motion to approve Personnel items “a” through “h”. Trustee Hernandez seconded; the motion carried 3-0:
 Garcia – Yes

Hernandez – Yes
 Revious – Yes

Although they were not present, Trustee Garcia, congratulated Principal Matthew Gamble on his transfer to Woodrow Wilson and Kenny Eggert on his Reassignment to Director of Youth Development/CDS Principal. Both changes are effective as of 2018-19 school year.

***Item "a" –
Employment***

The following items were approved:

Temporary Employees/Substitutes/Yard Supervisors

- Edith Banks, Substitute Yard Supervisor, effective 2/27/18
- Dionicia Parks, Substitute Yard Supervisor, effective 3/5/18
- Jessica Parra, Short-term Yard Supervisor – 1.25 hrs., Monroe, effective 3/1/18 to 3/23/18
- Veronica Rodriguez, Short-term Yard Supervisor – 2.0 hrs., Hamilton, effective 3/1/18 to 3/23/18
- Cheyenne Sida, Substitute Yard Supervisor, effective 2/16/18
- April Tamayo-Alatorre, Short-term Yard Supervisor – 1.5 hrs., (M, Th), King, effective 2/15/18 to 6/5/18

***Item "b" –
Temporary
Athletic Team
Coaches***

Employment and Certification of Temporary Athletic Team Coaches Pursuant to Title 5 CCR 5594

- Christopher Costello, 8th Grade Boys Baseball Coach, Kennedy, effective 2/26/18 to 5/7/18 (revised)
- Emonie Epps, 4-6 Girls Track Coach, Monroe, effective 2/26/18 to 4/25/18
- Leonard Landeros, 8th Grade Boys Baseball Coach, Wilson, effective 2/26/18 to 5/7/18 (revised)
- Claudell Louis, 4-6 Girls Track Coach, Lincoln, effective 2/26/18 to 4/25/18
- Jose Rojas, 4-6 Boys Track Coach, Monroe, effective 2/26/18 to 4/25/18
- Ron Williams, 8th Grade Girls Softball Coach, Wilson, effective 2/26/18 to 5/7/18

***Item "c" –
Resignations***

- Edelmira Caro, Substitute Food Service Worker I/II and Yard Supervisor, effective 11/28/17
- Shannon Dean, Substitute Yard Supervisor, effective 1/12/18
- Samantha Erickson, Teacher, Roosevelt, effective 6/6/18
- Nicolette Martins, Educational Tutor K-6 – 3.5 hrs., Monroe, effective 5/11/18
- Augustina Ramos, Substitute Special Education Aide and Yard Supervisor, effective 11/30/17
- Haily Robertson, Teacher, Roosevelt, effective 6/6/18
- Arianne Rogado, Teacher, Simas, effective 6/6/18
- Jazzmyne Squire, Substitute Yard Supervisor, effective 2/15/18
- Shanae Vryhof, Teacher, King, effective 6/6/18

***Item "d" –
Promotion***

- Mark Borges, from Maintenance Worker II – 8.0 hrs., to Locksmith – 8.0 hrs., Maintenance/DSF, effective 2/27/18

***Item "e" –
Transfer***

- Matthew Gamble, Principal, from Washington to Wilson, effective 2018-19 school year

**Item "f" –
Reassignment**

- Kenny Eggert, from Principal at Wilson to Director of Youth Development/CDS Principal at the CDS Campus at MLK, effective 2018-19 school year

**Item "g" – Leave
of Absence**

- Eulalia "Lolly" Olvera-Barron, Yard Supervisor – 3.25 hrs., Richmond, effective 2/9/18 to 2/23/18, medical

**Item "h" –
Volunteers**

<u>Name</u>	<u>School</u>
Asa Belt	Jefferson
Leah Griffin	Jefferson
Danelle Jackson	Hamilton
Magda Ponce	Hamilton
Perla Leon	King
Felix Castaneda	Lincoln
Sara Bell	Monroe
Annamarie Callais	Monroe
Monica Carreon	Monroe
Stephanie Mulanax	Monroe
Yvonne Avina	Richmond
Tanya Navarro-Ortiz	Richmond
Michael Owen	Roosevelt
Taide Medrano Nuno	Simas
Margarita Garcia-Barajas	Washington
Sarah Medina	Washington
Melissa Reynolds	Washington

FINANCIAL**Resolution
#19-18**

Trustee Garcia made a motion to approve Resolution #19-18, allowing for the use of the California Multiple Award Schedule (CMAS) to purchase roofing materials from the Garland Company. Trustee Hernandez seconded; motion carried 3-0:

Garcia – Yes
Hernandez – Yes
Revious – Yes

Adjournment

There being no further business, Vice-President Revious adjourned the meeting at 6:39 p.m.

Respectfully submitted,

Joy C. Gabler,
Secretary to the Board of Trustees

Approved:

Jeff Garner, President

Lupe Hernandez, Clerk


No	A/D	Sch Req'd	Home Sch	Date
I-209	A	Jefferson	Visalia	3/23/2018
I-210	A	Jefferson	Visalia	3/23/2018
I-211	A	Jefferson	Visalia	3/23/2018
I-212	A	Lincoln	Armona	3/23/2018
I-213	A	Monroe	Lemoore	3/23/2018

No	A/D	Sch Req'd	Home Sch	Date
O-177	A	Pioneer	Simas	3/23/2018
O-178	A	Pioneer	Simas	3/23/2018
O-179	A	Pioneer	Simas	3/23/2018

HANFORD ELEMENTARY SCHOOL DISTRICT

Agenda Request Form

TO: Joy Gabler

FROM: Dr. Cruz Sanchez-Leal, MLK 

DATE: March 23, 2018

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: April 11, 2018

ITEM: Consider approval of donation from PTC to MLK

PURPOSE: Instructional Supplies

FISCAL IMPACT: \$6327.00

RECOMMENDATION: Accept donation

HANFORD ELEMENTARY SCHOOL DISTRICTAGENDA REQUEST FORM

TO: Joy Gabler

FROM: Julie Pulis 

DATE: March 12, 2018

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

Date you wish to have your item considered: April 11, 2018

ITEM: Donation of 150.10 from Orchard Supply HardwarePURPOSE: Accept donation of \$150.10 from Orchard Supply HardwareMaterials & Supplies
0100-1100-0-1110-1000-430000-024-0000FISCAL IMPACT (if any): \$150.10RECOMMENDATION (if any): Action.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Kristina Baldwin *K Baldwin*

DATE: March 23, 2018

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: April 11, 2018

ITEM: Robinson's Inc. Donation in the amount of 100.00

PURPOSE: Hlthy Start: After School READY Program
0100-6010-0-1110-4000-430000-027-0000

FISCAL IMPACT: \$100.00**RECOMMENDATIONS:** Approve Donation

HANFORD ELEMENTARY SCHOOL DISTRICT
Human Resources Department

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Jaime Martinez
Assistant Superintendent, HR

DATE: April 3, 2018

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

(X) Information
() Action

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **April 11, 2018**

ITEM: Receive District's Initial Proposal to Hanford Elementary Teachers Association (HETA) for 2018-2019 amendments to the Collective Bargaining Agreement (reopened articles).

PURPOSE: To initiate the negotiation process for 2018-2019 amendments to the Collective Bargaining Agreement between HESD and HETA. The current 3-year agreement allows for re-negotiating Article 11, School Calendar and Work Year, Article 18, Employee Group Health and Welfare Insurance Benefits and Article 20, Salary.

The Rodda Act requires "sunshining" of initial proposal before negotiations commence.

FISCAL IMPACT: Unknown; proposal is subject to negotiation.

RECOMMENDATION: Receive for information only.

**HANFORD ELEMENTARY SCHOOL DISTRICT'S
INITIAL PROPOSAL FOR 2018-19 AMENDMENTS TO THE
COLLECTIVE BARGAINING AGREEMENT WITH
HANFORD ELEMENTARY TEACHERS' ASSOCIATION (HETA)
Effective July 1, 2018**

Article 11: School Calendar and Work Year

Discuss calendar option recommended by HETA.

Article 18: Employee Group Health and Welfare Insurance Benefits

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

Article 20: Salary

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

Hanford Elementary School District
HUMAN RESOURCES DEPARTMENT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Jaime Martinez

DATE: April 3, 2018

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

☒ Information
☐ Action

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **April 11, 2017**

ITEM: Receive Hanford Elementary Teachers Association's (HETA's) Initial Proposal for 2018-19 amendments to the Collective Bargaining Agreement between Hanford Elementary School District (HESD) and Hanford Elementary Teachers Association (HETA) (reopened articles).

PURPOSE: To initiate the negotiation process for 2018-2019 amendments to the Collective Bargaining Agreement between HESD and HETA. The current 3-year agreement allows for re-negotiating Article 11, School Calendar and Work Year, Article 18, Employee Group Health and Welfare Insurance Benefits and Article 20, Salary.

The Rodda Act requires "sunshining" of initial proposal before negotiations commence.

FISCAL IMPACT: Unknown; proposal is subject to negotiation.

RECOMMENDATION: Receive proposal for information only.

Hanford Elementary Teachers Association
INITIAL PROPOSAL
COLLECTIVE BARGAINING AGREEMENT
Date 04/03/18

Article 11: School Calendar and Work Year

HETA has agreed upon the 2018-2019 calendar and is pending board approval. Discuss the 2019-2020 calendar.

Article 18: Employee Group Health and Welfare Insurance Benefits

The bargaining members' medical, vision, dental, and District life insurance benefits continue to be fully funded by the District.

Article 20: Salary

The bargaining members' salary schedules shall include any new monies put forth by the State of California.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Karen McConnell

DATE: April 3, 2018

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☒ Information
☐ Action

Date you wish to have your item considered: April 11, 2018

ITEM: Receive for information the Wellness Policy - Executive Summary.

PURPOSE: The Wellness Policy had been revised to meet the needs of Hanford Elementary School District's students. This Executive Summary describes the changes to the policy, Wellness Committee discussions during the 2017-2018 school year, and provides an update on the work being done district-wide and at individual schools.

FISCAL IMPACT: None

RECOMMENDATIONS: Receive for information.

Hanford Elementary School District
Wellness Policy - Executive Summary

In early 2017, the District developed a wellness committee and presented a revised wellness policy, which included more specific language regarding the implementation and monitoring of the policy, and included other areas that were not earlier considered under the initial wellness plan. The committee is made up of school officials responsible for the implementation and monitoring of the wellness policy, school administrators who oversee the day to day operations of the school sites, District food service staff, health officials, and outside agency staff (who have practical knowledge of school health and wellness). The committee works together to suggest and implement ideas and monitor progress of the policy for effective changes. In addition to the specified areas required for consideration under the wellness policy, the committee felt that additional areas should be considered. Those areas include: physical environment, health & safety, social and emotional health, and nursing services.

The wellness committee met four times during the 2017-2018 school year to discuss the implementation of the most updated policy. Various stakeholders took back information shared at the group to their respective communities. Subsequent information was brought back to meetings and shared with committee members to help with the purpose and implementation of the policy and provide much needed momentum for the policy, across the District. Through the conversations in the committee, the group was able to implement and support a variety of programs across the District: (1) each school campus has instituted a “sharing table.” A “sharing table” is a designated location in the cafeteria where students can place non-perishable food items that they have not opened for other children to take and eat. Our desire is that hungry students get fed and the food is not thrown away and wasted; (2) each cafeteria has embraced a 20-minute period for students to eat (without disruption and hurry). The idea of this uninterrupted time is to provide students time to enjoy their lunch, not feel rushed to eat quickly, and to have conversation with one another in a comfortable setting; (3) in partnership with Cal Fresh Nutrition Education Program the District’s food services program is working on evaluating each school sites’ program and completing a “report card.” This report card provides for a baseline at each site to improve the overall quality and service of food to our children in our schools; (4) at one elementary school site, multi-media tools are being used in the cafeteria to assist students to better understand how to use the garden bar. The committee talked at length that students have a hard time using the garden bar to add elements to the meal to enhance their meal, the multi-media tool will show the students how to use the garden bar to enhance the main entrée; and finally, (5) the committee had a great desire to support the physical education programs at the elementary level and worked with the elementary PE teachers to fund equipment to enhance the already robust program.

We conducted our first information survey from the district level to gain a better understanding of the policy implementation and effectiveness across the year in the five focus categories, by in large the survey results yielded positive results in all areas with 90% of the respondents having a positive view of the new policy language and the work that has occurred over the course of the 2017-2018 school year. The committee recognizes that the policy has been well received, but some areas of continued growth across the District in implementation and revisions are necessary. And finally, the committee recognizes the need to participate in further training offered by the California Local School Wellness Policy Collaborative and to move away from a local survey to a standardized assessment tool.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler
 FROM: Jay Strickland
 DATE: March 7, 2018

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

Date you wish to have your item considered: 04/11/18

ITEM: Receive for information the Comprehensive Safety Plan for the following schools:

Hamilton School	Roosevelt School
Lincoln School	Washington School
Jefferson Charter Academy	Simas School
Monroe School	Community Day School
King School	John F. Kennedy Jr. High School
Lee Richmond School	Woodrow Wilson Jr. High School

PURPOSE: Students and staff have the right to a safe and secure campus where they are free from physical and psychological harm. It is mandated that each school site develop and forward to the Board of Trustees, for approval, a Comprehensive Safety Plan relevant to the needs and resources of that particular school in order to ensure a positive learning environment that teaches strategies for violence prevention and emphasizes high expectations for student conduct, responsible behavior and respect for others.

FISCAL IMPACT (if any): None

RECOMMENDATION (if any): Receive for information the Comprehensive Safety Plan.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Board of Trustees

FROM: Joy C. Gabler

DATE: 03/20/18

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 04/11/18

ITEM: Consider for approval the Kings County Plan for Expelled Youth

PURPOSE: California Education Code 48926 requires County Superintendents, in conjunction with the Superintendents of local school districts, to develop a plan for providing education services to expelled pupils. Attached is the Kings County Plan for Expelled Youth that was facilitated by Rebecca Villa of the Kings County Office of Education (KCOE). Hanford Elementary School District provided Rebecca with information on the educational and support services HESD provides to expelled youth in the District.

FISCAL IMPACT: None**RECOMMENDATIONS:** Approve



Kings County Office of Education

Tim Bowers - County Superintendent of Schools

Kings County
Board of Education

Area 1
Mickey Thayer

Area 2
*Mary Gonzales-
Gomez*

Area 3
Mike Robinson

Area 4
*William
Gundacker*

Area 5
Glenn Estes

July 2018-June 2021

Plan for Expelled Youth

Collaborative Plan By

Kings County Office of Education

And

Armona Union School District

Central Union Elementary District

Corcoran Joint Unified School District

Hanford Elementary School District

Hanford Joint Union High School District

Island Union Elementary School District

Kings River Hardwick School District

Kit Carson Union Elementary School District

Lakeside Union Elementary School District

Lemoore Union Elementary School District

Lemoore Union High School District

Pioneer Union Elementary School District

Reef Sunset School District

Introduction

Countywide Plans for Provision of Education Services to Expelled Youth California Education Code (EC) Section 48926 initially required county superintendents, in conjunction with superintendents of the school districts within the county, to develop a plan for providing education services to all expelled pupils in that county. The plan was to be adopted by the governing board of each school district within the county and by the County Board of Education and submitted to the State Superintendent of Public Instruction (SSPI) in 1997. EC Section 48926 also requires that each county superintendent of schools, in conjunction with district superintendents in the county, submit a triennial update to that plan to the SSPI.

The plan shall enumerate existing educational alternatives for expelled pupils; identify gaps in educational services to expelled pupils, and strategies for filling those service gaps. The plan shall also identify alternative placement for pupils who are expelled and placed in district community day programs, but who fail to meet the terms and conditions of their rehabilitation plan or who pose a danger to other district pupils as determined by the governing board.

In 2012, the recommended content of the Countywide Plan was amended to address additional, more detailed questions that were raised and supported by the State School Attendance Review Board, and the Student Programs and Services Steering Committee of the California County Superintendent Education Services Association. These questions concern behavioral intervention approaches used to minimize the number of suspensions and expulsion, including a focus on how such practices may impact any disproportionate number of minority students being suspended or expelled.

Further, in 2015, SB1111, "Pupils Involuntary Transfer: County Community Schools," This bill amended Sections 19181, 1983, and 48918, adds Section 1981.5 and repeals Section 1981.2 of the California Education Code relating to pupils. The bill provides "a pupil who has been involuntarily enrolled in a county community school the right to re-enroll in his or her former school or another comprehensive school immediately after being readmitted from an expulsion order or court-ordered placement," this bill also provided, "that only the governing board of the school district that issued the initial order or subsequent order to expel may extend the duration of an expelled student's placement in a county community school."

The Countywide Plan requirement and recommendations are described below:

- 1) The Countywide Plan must list and describe the educational alternatives currently available for expelled students. It is recommended that the plan describe strategies for improvement during the next three years, including:
 - a) Any behavioral intervention practices, at the site and district level, and options used to:
 - i) Minimize the number of suspensions leading to expulsions
 - ii) Minimize the number of expulsion being ordered
 - iii) Support students returning from expulsions
 - iv) Provide specific explanation of how those practices relate to any disproportionate representation of minority students in such interventions
- 2) The Countywide Plan must address gaps in educational services and strategies for filling them. If a 2015 Countywide Plan identified gaps in educational services to expelled pupils, it is recommended the 2018 plan include the following information regarding the implementation of strategies outlined for filling those service gaps:
 - a) Were the strategies successful or not? Please explain why and how they were or were not successful.
 - b) Were any additional strategies implemented? If so, explain why and how they were or were not successful. For strategies that were not successful, describe any additional measure(s) or approach(es) taken, and the outcome(s).
- 3) Identify alternative placements for pupils who are expelled and placed in district community day school programs, but who fail to meet the terms and conditions of their rehabilitation plan or pose a danger to other district pupils, as determined by the governing board.

In addition, under the Local Control Funding Formula (LCFF), county offices of education are required to adopt a Local Control, and Accountability Plan (LCAP) for county-operated schools and programs which includes goals, action, and expected measurable outcomes in 10 state priorities, a county office LCAP must address how it will coordinate the instruction of expelled students under EC Section 48926. Thus the Countywide Plans will contribute to the information presented in the LCAP and provide a regional perspective on meeting the needs of expelled pupils.

2018 Update- Summary of Districts in Kings County

There are 13 districts in Kings County, serving 28,883 students, over 1,392 square miles. The thirteen districts include two high school, two unified, and nine elementary districts. Enrollment at the elementary school level shows a slight increase during the 2015-2018 period. However, high school enrollment shows a slight decrease during the same 2015-2018 period. The slight decrease in high school enrollment may be due to increasing charter school presence and enrollment.

The implementation of the Local Control Funding Formula (LCFF) and the Local Control Accountability Plan (LCAP), districts identify and annually update increased and improved services to students. Local districts report the new LCFF and LCAP process has allowed them to provide early interventions to minimize suspensions and expulsions. Several districts offer interventions on campus such as a School Resource Officer (SRO), and research-based programs such as Restorative Practices, Behavioral Support Services and Strategies, and mental health services to students. District-level alternatives for expelled students vary from one district the next depending on the resources available, the geographic location, appropriate grade level, educational needs, and the availability of alternative education settings all influence a district's options and policies.

Kings Community School, a long time option for expelled youth grades 9-12, was faced with declining enrollment and the funds necessary to run a quality program. Other factors impacting Kings Community School was a large independent charter school, accepting expelled youth in close in proximity to Kings Community School. Also, District of Residence Schools having success with intervention programs, resulting in a decrease in expulsions, and thus decrease referrals to Kings Community School. This juxtaposition resulted in deficit spending and eventual closing of Kings Community School at the end of the 2016-2017 school year. Hanford Joint Union High School District prevented a gap in services by opening a Community Day School serving grades 9-12. Hanford Community Day School also provides a fee for service model, services to neighboring districts. As a result of Kings Community School's closure, Kings County Office of Education will no longer provide services to expelled youth, Kings County Office of Education will now coordinate services between the thirteen districts within the borders of Kings County.

Superintendents from each district within Kings County meet monthly with the County Superintendent of Schools forming the Educational Governance Committee. During the monthly meetings and discussions regarding program offerings to local students, including Alternative Education placement and services occur. Local district and County Office administrators meet/communicate frequently and as needed on a case-by-case basis to discuss placement of individual students as part of the Consortium process. Additionally, Superintendents/Designees from respective districts meet as a committee on the Countywide Plan to Serve Expelled Youth to provide input and collaborate on the plan renewal during the 2017-2018 school year.

District Options for Expelled Youth

District	District Options Pre and Post Expulsion
<p>Armona Union Elementary School District <i>Enrollment: 1,128</i></p>	<p>Pre-Expulsion Interventions:</p> <ul style="list-style-type: none"> • MTSS Team • Time to Teach • School Resource Officer (SRO) • Mental Health Services • Lunch and After-School Academies • Saturday School <p>Post Expulsion Option:</p> <ul style="list-style-type: none"> • Placement at Crossroads Charter Academy (independent study) <p>The district's small size limit expulsion options; district experiences very low incidence of behaviors leading to expulsion. No Gaps reported and a decreasing trending in expulsions since 2015.</p>
<p>Central Union School District <i>Enrollment: 1810</i></p>	<p>Pre-Expulsion Interventions:</p> <ul style="list-style-type: none"> • MTSS to social, emotional and behavior support • Behavioral & mental health services • Social skills lessons with counselors • Counseling Services • Behavior Plans/Contracts • SST Meetings <p>Post- Expulsion Alternatives:</p> <ul style="list-style-type: none"> • Suspension of Expulsion • Behavior Contracts. <p>Reported gaps in services include the need for home and charter school enrollment and the need for an independent study program. Decreasing number of expulsions during the 2015-2018 reporting period.</p>

District	District Options Pre and Post Expulsion ^{15/176}
<p>Corcoran Joint Unified School District <i>Enrollment: 3,334</i></p>	<p>Pre-Expulsion Interventions:</p> <ul style="list-style-type: none"> • Counseling • Family meetings • Individualized Interventions • Saturday School <p>Post- Expulsion Alternatives:</p> <ul style="list-style-type: none"> • Individualized Education Plans • Placement at Kings Lake Education Center <p>No gaps in services reported expulsion rate remains steady since 2015.</p>
<p>Hanford Elementary School District <i>Enrollment: 5954</i></p>	<p>Pre-Expulsion Interventions:</p> <ul style="list-style-type: none"> • Two full-time School Resource Officers • School counselors on each campus • Leadership/character intervention • Student Specialists • School Psychologists • Positive Behavior Intervention & Support • Community Day School (K-8) <p>Post-Expulsion Alternatives:</p> <ul style="list-style-type: none"> • Suspension of Expulsion • Community Day School Placement • Charter school Independent Study Programs • Private School. <p>Reported gaps in educational services include the need for shortened timelines between suspension and expulsion hearing and stipulated expulsions. Since 2015 the number of expulsions each year has declined.</p>

District	District Options Pre and Post Expulsion 46/176
<p>Hanford Joint Union High School District Enrollment: 3,799</p>	<p>Pre-Expulsion Interventions:</p> <ul style="list-style-type: none"> • 3 School Resource Officers (SRO) • Restorative Justice in School Communities- Urban Essentials 101 • Restorative Justice Center • School Psychologists • Social Worker • Licensed Marriage Family Therapist • Student Crisis Intervention Teams • Response to Intervention programs (RTI) • Link Crew • SARB Program • RESTATE Program • Earl F. Johnson continuation High School • Hanford Night Continuation • Hanford Adult School <p>Post-Expulsion Alternatives :</p> <ul style="list-style-type: none"> • Community Day School- MOU with Lemoore Union High School District to serve expelled students • Suspension of Expulsion with an Independent Study Program at each school site <p>No service gaps reported. HJUHS D has a significant decrease in expulsions since 2015.</p>
<p>Island Union Elementary School District Enrollment: 415</p>	<p>Pre-Expulsion Interventions:</p> <ul style="list-style-type: none"> • Mental Health Services • MTSS for social, emotion, and behavior supports • Social Skills lessons with counselor • Behavior Contract • SST Meetings • BEST team approach

Island Union Elementary School District	<div>47/176</div> <p>Post-Expulsion Alternatives:</p> <ul style="list-style-type: none"> • Suspension of Expulsion • Placement in another district with mutual consent • Home School • Behavior Contract <p>No gaps in service reported, and no expulsions since 2015</p>
<i>District</i>	<i>District Options Pre and Post Expulsion</i>
Kings River-Hardwick Elementary School District <i>Enrollment: 827</i>	<p>Pre-Expulsion Interventions:</p> <ul style="list-style-type: none"> • Leadership and Character Program • Mental Health Services • School Psychologist • Behavior Intervention Specialist • School Resource Officer • Behavior Plans <p>Post Expulsion Alternatives:</p> <ul style="list-style-type: none"> • Suspension of Expulsion • Placement in another district • Charter School Independent Student Programs • Private School <p>No gaps in services reported. Kings River-Hardwick has had no expulsion in the last ten years.</p>
Kit Carson Union Elementary School District <i>Enrollment: 385</i>	<p>Pre-Expulsion Interventions:</p> <ul style="list-style-type: none"> • Student Specialist position helps extinguish minor behavior issues • Support from countywide agencies such as Behavioral health, and SELPA <p>Post-Expulsion Alternatives:</p> <ul style="list-style-type: none"> • Targeted Interventions on a case by case basis • Suspension of Expulsion • Alternative Class Schedule • Return to School with behavior Plan. <p>Reported gaps in services are a lack of alternatives for elementary age students. Kit Carson has had no expulsions in the last three years.</p>

District	District Options Pre and Post Expulsion ¹⁷⁶
<p>Lakeside Union School District Enrollment: 329</p>	<p>Pre-Expulsion Interventions:</p> <ul style="list-style-type: none"> • Part-Time School Resource Officer (SRO) • Mental Health Services contracted with Kings Behavioral Health • Contracted Services with Kings County Office of Education-SELPA <p>Reported gaps in service are the need for a Community Day School and limited options for elementary age students in Kings County. There have been no expulsions since 2014.</p>
<p>Lemoore Union Elementary School District Enrollment: 3,241</p>	<p>Pre-Expulsion Interventions:</p> <ul style="list-style-type: none"> • Youth Development Officer • PBIS • Behavior Intervention Plans • Bridges Academy- Community Day School • Counselors at each school site <p>Post Expulsion Alternatives:</p> <ul style="list-style-type: none"> • Bridges Academy-Community Day School • Suspension of Expulsion • Enrollment in Local Charter Schools <p>Reported gaps in services are when a student enrolls in a charter school outside the district and continues to need Special Education Services. There was a slight increase in expulsions during the 2016-2017 school year.</p>
<p>Lemoore Union High School District Enrollment: 2184</p>	<p>Pre-Expulsion Interventions:</p> <ul style="list-style-type: none"> • Counseling • Multi-Tiered System of Support • Positive Behavioral Interventions and Supports • Crisis Intervention Team • School Psychologist • Behavioral Analyst <p>Post-Expulsion-Alternatives:</p> <ul style="list-style-type: none"> • Suspension of Expulsion • Placement in Another District (with mutual consent) • HJUHS Community Day School placement

	Identified gaps in service are students who choose to attend a local charter school over a district community day school program and fail to earn credits at the same rate. Expulsion rate has remained steady since 2015. ^{49/176}
District	District Options Pre and Post Expulsion
Pioneer Union School District Enrollment: 1593	<p>Pre-Expulsion Interventions:</p> <ul style="list-style-type: none"> • Mental Health Services • Positive Behavior Intervention and Support (PBIS) District Wide • Teacher Mentors <p>Post-Expulsion Alternatives:</p> <ul style="list-style-type: none"> • Suspension of Expulsion • Placement in another district. <p>An identified gap in service is the need for special education services post-expulsion, and counseling. Pioneer has had no expulsions in the last three years.</p>
Reef Sunset school District Enrollment: 2652	<p>Pre-Expulsion Interventions:</p> <ul style="list-style-type: none"> • Psychologists • School Counselors & 1 Licensed Marriage and Family Therapist • Mental health services • Juvenile Services Officer • Positive Behavior Intervention and support (PBIS) • Placement in district Community Day School <p>Post-Expulsion Alternatives:</p> <ul style="list-style-type: none"> • Placement in the district Community School • Suspension of Expulsion • Charter School • Online courses through Edgenuity. <p>No gaps are services reported as well as, a decreasing number of expulsions since 2015.</p>

County and district gaps and strategies for filling those gaps

50/476

The districts within Kings County vary greatly in size and are spread over a large geographical area. For some of the districts in the county, the geographic location can make it difficult to offer the range of education alternative often found in larger urban districts. For the smaller districts, because of their small enrollment and ability to respond with district resources, they report there is no need to expel students. The larger districts are actively seeking better ways to improve school climate and reduce suspensions and expulsions.

Kings County has identified the gaps that exist concerning providing educational services to expelled students. What follows is an overview of the identified gaps and the corresponding county/district strategies for addressing these gaps in educational services.

The school district of residence will continue to maintain responsibility for developing a rehabilitation plan for the student, referring the student to an appropriate educational setting, and ensuring that an education program is provided to the expelled student.

SERVICE GAPS

1. Students in grades kindergarten through eighth who are expelled do not have the same educational options available as do expelled youth who are in grades nine through twelve, due to the limited numbers of students who are expelled in these lower grades. Younger students cannot attend the programs designed for middle and high school students.

Districts are utilizing inter-district referrals/placements, Charter school, and Independent Study Programs as options for K-8 grade students. Several local, small districts may consider a Community Day School as an elementary consortium. Also, some districts have opened community day schools for elementary and may consider utilizing an MOU to work jointly with other elementary districts needing placement. Some local districts are referring students to local charter schools servicing elementary age students with an independent study program.

2. Kings County encompasses 1,392 square miles and is considered a rural community; much of the land in Kings County is agriculture and is sparsely populated. As a result, not all residents of Kings County have access to public transportation near their home. Additionally, public transportation in Kings County presents scheduling

and routing issues where there is accessibility to transportation. There are significant geographical distances between local school districts, thus district operated classroom sites/programs for school districts could require extensive busing; which is not financially feasible for the districts.

District operated Community Day Programs are open in Corcoran Unified School District, Hanford Elementary School District, Hanford Joint Union High School District, Lemoore Union Elementary School district and Reef-Sunset Unified School District, reducing the geographic distance issue for many students. Lemoore Union Elementary District may consider entering into a consortium of local elementary school districts to provide services to expelled elementary age students on a fee for service model. This would also provide services to expelled youth who are in need of special education services. Districts in need of special education services for expelled youth may also consider contracting with the Kings County Office of Education-SELPA to provide services.

3. There has often been a lengthy period between a student's suspension pending expulsion and placement in an alternative program, outside the district (when necessary). Additionally, it has been reported that some charters have denied students placement, resulting in a long time out of school awaiting acceptance.

Districts may need to review their policies and criteria for extending the suspension. Explore possible alternatives such as independent study or an involuntary transfer to another campus before the expulsion hearing and governing board action. Review and shorten, if practical, the timelines between suspension and the expulsion hearing and the hearing and governing board action. Consider implementing stipulated expulsion procedures.

Districts in Kings County have implemented multi-leveled research based practices which have resulted in a significant decrease in expulsions for most districts. However, there continues to remain a few students who do not respond to intervention programs and options. District superintendents will continue to meet and develop innovative solutions for expelled youth at all grade levels, and as such, this Tri-annual Report on Services for Expelled Youth will continue to be a living document on services and supports for students who continue to need support, guidance and continued educational services in Kings County.

Kings County Resources of Expelled Youth

52/176

Kings County Behavioral Health

460 Kings County Dr. # 101

Hanford, Ca. 93230

(559) 852-2444

Kings View Counseling Services for Kings County

1393 Bailey Dr.

Hanford, Ca. 93230

(559) 852-4481

Kings Valley Academy

312 W. 7th St.

Hanford, Ca. 93230

(559) 470-8822

Crossroads Charter Academy

418 W. 8th St.

Hanford, Ca. 93230

(559) 583-5060

West Park Charter School

789 W. Lacey Blvd.

Hanford, Ca. 93230

(559)587-9913

Todd Barlow

3/5/18

Todd Barlow, Superintendent Kit Carson Elementary School District

Date

Cindi Marshall

3-5-18

Cindi Marshall, Superintendent Lakeside Union Elementary School District

Date

Cheryl Hunt

3/5/18

Cheryl Hunt, Superintendent Lemoore Union Elementary School District

Date

Debbie Muro

3/5/18

Debbie Muro, Superintendent Lemoore Union High School District

Date

Paul Van Loon

3-15-18

Paul Van Loon, Superintendent Pioneer Union Elementary School District

Date

Dr. David East

3/5/18

Dr. David East, Superintendent Reef-Sunset Unified School District

Date

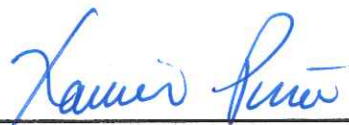
Tim Bowers

3/5/18

Tim Bowers, Superintendent Kings County Office of Education

Date

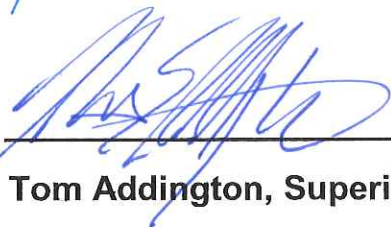
Kings County Plan for Expelled Youth Signature Page



3/5/18

Xavier Pina, Superintendent Armona Union Elementary School District

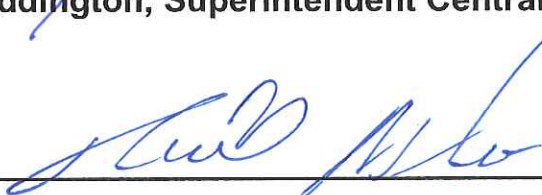
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3/5/18

Tom Addington, Superintendent Central Union Elementary School District

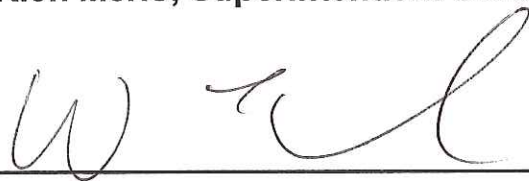
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3/5/18

Rich Merlo, Superintendent Corcoran Unified School District

Date



3/5/18

William Fishbough, Superintendent Hanford Joint Union High School District

Date



3/5/18

Joy Gabler, Superintendent Hanford Elementary School District

Date



3-5-18

Charlotte Hines, Superintendent Island Elementary School District

Date



3/5/18

Cathlene Anderson, Superintendent Kings River Hardwick School District

Date

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Karen McConnell

DATE: March 23, 2018

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: April 11, 2018

ITEM: Memorandum of Understanding between Creative Alternatives (NPS) and the Hanford Elementary School District.

PURPOSE: The purpose of this MOU is to outline the responsibility of funding for the placement of a foster child whose primary residence is within the boundaries of the Hanford Elementary School District. This foster child has been previously placed in Creative Alternatives previous to moving into a foster placement within the Hanford Elementary School District boundaries. This agreement spells out the responsibility of each party and the District's financial obligations to this NPS placement, including transportation, individual counseling, guidance and counseling and educational costs for this placement.

FISCAL IMPACT: \$61,600.00 (estimated cost for a 200 days of instruction-regular school year + Extended School Year, with related services. This cost is reimbursed to the District, through the NPS fund managed by the Kings County Office of Education.)

RECOMMENDATIONS: Approve

NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2017-2018

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA HANFORD ELEMENTARY SCHOOL DISTRICT

Contract Year 2017-2018

X Nonpublic School

 Nonpublic Agency

Type of Contract:

X Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

 Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

 Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA. Expiration Date:

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.

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2017-2018**CONTRACT NUMBER:****LOCAL EDUCATION AGENCY:** Hanford Elementary School District**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:** Creative Alternatives

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into on July 1, 2017, between Hanford Elementary School District, hereinafter referred to as the local educational agency ("LEA"), a member of the Kings County SELPA and Creative Alternatives (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA") and a Nonpublic Services student Enrollment form as specified in the LEA Procedures. Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for ISA developing including invoicing.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the student's parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 *et seq.* and within the professional scope of practice of each provider's license, certification and/or credential. A current copy of CONTRACTOR's nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification. Total student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this contract unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to, the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2017 to June 30, 2018 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2017. In the event the contract is not renegotiated by June 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each Individual Services Agreement and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

6. INDIVIDUAL SERVICES AGREEMENT

This contract shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the nonpublic school or agency.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located,

or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for the contract, unless otherwise specified in the contract.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(j).
- d. The term “qualified” means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (y)).

- e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).
- f. “Parent” means a biological or adoptive parent, unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child’s behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with

the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term “days” means calendar days unless otherwise specified.
- h. The phrase “billable day” means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase “billable day of attendance” means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term “Master Contract” also means “Agreement” and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, “records” shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker’s compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof. Positive attendance is required.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR’s employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student’s record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the student’s record. Such log needs to record

access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, and reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION

This Master Contract or Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

\$2,000,000 per occurrence
 \$ 500,000 fire damage
 \$ 5,000 medical expenses
 \$1,000,000 personal & adv. Injury
 \$3,000,000 general aggregate
 \$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

- B. **Business Auto Liability Insurance** for all owned scheduled, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- C. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering CONTRACTOR's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits

Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage**, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

\$1,000,000 per occurrence
 \$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services, the CONTRACTOR's insurance coverage shall be primary insurance as respects to the LEA, its subsidiaries, officials and employees. Any insurance or self-

insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

- H. All Certificates of Insurance may reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")

When CONTRACTOR is a nonpublic school affiliated with a **residential treatment center (NPS/RTC)**, the following insurance policies are required:

- A. **Commercial General Liability** coverage of **\$3,000,000 per Occurrence** and **\$6,000,000 in General Aggregate**. The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.
- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of **\$1,000,000/\$1,000,000/\$1,000,000**.
- C. **Commercial Auto Liability** coverage with limits of **\$1,000,000 Combined Single Limit per Occurrence** if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be **\$250,000** per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of **\$3,000,000 per occurrence** and **\$6,000,000 general aggregate**.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of **\$3,000,000 per occurrence** and **\$6,000,000 general aggregate**.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member

District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the state of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers LEA's indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is held to be a partner, joint venturer, co-principle, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance may reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 Clearance Requirements and Section 46 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e. before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When CONTRACTOR is a Nonpublic Agency, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who was an employee of LEA within the three hundred and sixty five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate on the basis of gender, nationality, race or ethnicity, religion, age, sexual orientation, gender identity, gender expression, or disability or any other classification protected by federal or state law, in employment or operation of its programs.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each student served by CONTRACTOR. CONTRACTOR shall provide to each student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for students, as specified in the student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student's receipt of special education and/or related services as specified in the student's IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*, and shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and predictors and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. Licensed Children's Institution (LCI) CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during

the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and pass time shall be at the same level that Ed. Code. prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

24. CLASS SIZE

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one 30 school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency.

25. CALENDARS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide all data related to any and all sections of this contract and requested by and in the format required by the LEA. It is understood that all nonpublic school and agencies shall utilize the Special Education Information System (SEIS) or comparable system approved by the LEA and SELPA for all IEP development and progress reporting. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR'S provided forms at their discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommended activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a nonpublic school, per implementation of Senate Bill 484, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, the California English Language Development Test ("CELDT"), the English Language Proficiency Assessments for California ("ELPAC"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the Individualized Education Program ("IEP") team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. Training includes certification with an approved SELPA crisis intervention program. Evidence of such training to applicable or relevant staff shall be submitted to the LEA at the beginning of the school year and within six (6) days of any new hire as referenced above.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies **require** a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a Behavior Intervention Plan ("BIP") or Positive Behavior Intervention Plan ("PBIP"), an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following: (1) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock (2) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual. (3) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities. (4) An intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma. (5) Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention. (6) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room. (7) An intervention that precludes adequate supervision of the individual. (8) An intervention that deprives the individual of one or more of his or her senses. (b) In the case of a child whose behavior impedes the child's learning or that of others, the individualized education program team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. *(Added by Stats. 2013, Ch. 48, Sec. 43. Effective July 1, 2013.)*

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of a District student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be

limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The SELPA shall provide training for any NPS and NPA to assure access to THE APPROVED SYSTEM. The NPS and/or NPA shall maintain confidentiality of all IEP data on THE APPROVED SYSTEM and shall protect the password requirements of the system. When a student dis-enrolls from the NPS, the NPS/NPA shall discontinue use of THE APPROVED SYSTEM for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with LEA surrogate parent assignments. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards

graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s).

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For Nonpublic Agency services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

38. STUDENT CHANGE OF RESIDENCE

Within five (5) school days after CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA of the student's change of residence as specified in LEA Procedures. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered after the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and student's discharge against professional advice from a Nonpublic Schools/Residential Treatment Center ("NPS/RTC"). CONTRACTOR shall assist LEA to verify and clear potential dropouts three (3) times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress ("AYP").

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA.

CONTRACTOR providing services in the student's home as specified in the IEP shall assure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situation. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written, shall also be provided to the LEA.

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on LEA public school campuses, CONTRACTOR shall comply with Penal Code Section 627.1 *et. seq.*, and LEA procedures regarding visitors to school campuses specified by LEA policy and in the LEA procedures, and the procedures of the campus being visited. CONTRACTOR shall be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on LEA public school campuses.

For services provided on a public school campus, sign in/out procedures shall be followed along with all procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the educational program and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program.

It is understood, that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the contract.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

42. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1(b), AB 1858 (2004), AB490 (Chapter 862, Statutes of 2003), AB 1261 (2005), AB 1166 Chapter 171 (2015), AB 167 Chapter 224 (2010), AB 216 Chapter 324 (2013), AB 379 Chapter 772 (2015), AB 1012 Chapter 703 (2015), and the procedures set forth in the LEA Procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and Education Code section 56000, et seq.; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code

section 56031; Cal. Code Regs., title 5, section 3001 et seq., Cal. Code Regs., title 2, section 60100 et seq. regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

43. STATE MEAL MANDATE

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

44. MONITORING

CONTRACTOR shall allow LEA representatives access to its facilities for periodic monitoring of each student's instructional program and shall be invited to participate in the formal review of each student's progress. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI and/or NPS/RTC, LEA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA and CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the nonpublic school, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Clearance certification shall be submitted to the LEA.

The passage of AB 389 amends Education Code sections 44237 and 56366.1 as to the verification that the CONTRACTOR has received a successful criminal background check clearance and has enrolled in subsequent arrest notification service, as specified, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. Further this bill deletes the exemption for applicants possessing a valid California state teaching credential or who are currently licensed by another state agency that requires a criminal record summary, from submitting two (2) sets of fingerprints for the purpose of obtaining a criminal record summary from the Department of Justice and the Federal Bureau of Investigation. Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall notify LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to students as specified in the LEA Procedures. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

48. STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.*, 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

51. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

52. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which

such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

53. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

54. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

55. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

56. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the school or agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services

specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA in the LEA Procedures. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

58. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of

its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2).

59. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR

shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students.

60. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5th) consecutive service day of the student's absence, as specified in the LEA Procedures. LEA shall not be responsible for the payment of services when a student is absent.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as noted in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 15th day of December, 2017 and terminates at 5:00 P.M. on June 30, 2018, unless sooner terminated as provided herein.

CONTRACTOR	LEA
<u>Creative Alternatives, Inc.</u> Nonpublic School/Agency	<u>Hanford Elementary School District</u> LEA Name
By: _____ Signature Date	By: _____ Signature Date
_____ Name and Title of Authorized Representative	<u>Ms. Joy Gabler, Superintendent</u> Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:	Notices to LEA shall be addressed to:
Joy Biddle, Executive Director	Ms. Karen McConnell, Assistant Superintendent
Name and Title	Name and Title
Creative Alternatives, Inc.	Hanford Elementary School District
Nonpublic School/Agency/Related Service Provider	LEA
2855 Geer Rd.	PO Box 1067
Address	Address
Turlock CA 95382	Hanford CA 93232
City State Zip	City State Zip
(209) 668-9361 (209) 668-0539	(559) 585-3600 (559) 584-7833
Phone Fax	Phone Fax
	kmccconnell@hanfordesd.org
Email	Email

EXHIBIT A: 2017-2018 RATES4.1 RATE SCHEDULE FOR CONTRACT YEARThe CONTRACTOR: Creative Alternatives, Inc.The CONTRACTOR CDS NUMBER: 10621660129700PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: 1:12 (no more than 1:14 in emergency situations)Maximum Contract Amount: Based upon daily/hourly rates

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

1) Daily Basic Education Rate (Includes Educational Counseling (not ed related mental health) services): \$147.002) Transportation Services: \$4.00/mile3) Related ServicesSERVICERATEIntensive Individual Services (340)\$17.00/hourAll other related services to be provided by the district.

EXHIBIT B: 2017-2018 ISA**INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES**

(Education Code Sections 56365 et seq.)

This agreement is effective on 03/19/2018 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2018, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency Hanford Elementary School District Nonpublic School Creative Alternatives, Inc.

LEA Case Manager: Name Susan Schneider Phone Number 559-585-3747

Pupil Name Helm Tey'Jon Sex: ☒ M ☐ F Grade: 3rd
(Last) (First) (M.I.)

Address 1251 Nicole Ave City Hanford State/Zip CA/93230

DOB 07/28/2008 Residential Setting: ☐ Home ☒ Foster ☐ LCI # _____ ☐ OTHER _____

Parent/Guardian Valerie Lopez Phone (559) 381-9233 (_____)
(Residence) (Business)

Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

- Nonpublic School:* The average number of minutes in the instructional day will be: 330 minutes during the regular school year
240 minutes during the extended school year
- Nonpublic School:* The number of school days in the calendar of the school year are: 180 during the regular school year
20 during the extended school year
- Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

A. **INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE:** (Applies to nonpublic schools only): Daily Rate: \$147.00

Estimated Number of Days 73 **x Daily Rate** \$147.00 **= PROJECTED BASIC EDUCATION COSTS** \$10,731.00

B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)		Included					Included
Counseling and guidance (515).		Included					Included
Parent Counseling (520)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent		\$4.00/ mile		77 miles per day	\$308.00/day	73	\$22,484.00
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COSTS \$ \$22,484.00

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS\$ \$33,215.00

4. Other Provisions/Attachments:

N/A

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

6. Progress Reporting Requirements:

☒

Quarterly

☐

Monthly

☐

Other (Specify):


The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-		-LEA/SELPA-	
<u>Creative Alternatives, Inc.</u> (Name of Nonpublic School/Agency)		<u>Hanford Elementary School District</u> (Name of LEA/SELPA)	
_____ (Signature) (Date)		_____ (Signature) (Date)	
<u>Joy Biddle, Executive Director</u> (Name and Title)		<u>Ms. Joy Gabler, Superintendent</u> (Name of Superintendent or Authorized Designee)	

HANFORD ELEMENTARY SCHOOL DISTRICT

Agenda Request Form

TO: Joy C. Gabler

FROM: Gerry Mulligan 

DATE: March 23, 2018

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: April 11, 2018

ITEM:

Consider approval to solicit bids for the Jefferson Charter Academy New Administration/Library Building.

PURPOSE:

The District would like to solicit bids for the Jefferson Charter Academy New Administration/ Library Building. This project will offer a new, larger Administrative Office and the new library building.

FISCAL IMPACT:

The total estimated cost for labor and materials on this project is \$2,100,000.

RECOMMENDATION:

Authorize the solicitation of bids for the Jefferson Charter Academy New Administration/Library Building.

HANFORD ELEMENTARY SCHOOL DISTRICT

Agenda Request Form

TO: Joy C. Gabler

FROM: Gerry Mulligan

DATE: March 23, 2018

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

FOR: () Information
(X) Action

Date you wish to have your item considered: April 11, 2018

ITEM:

Consider award for the design of the new Kindergarten Classroom Building at Lincoln Elementary School.

PURPOSE:

Bids were accepted until 3:00 p.m. on April 4, 2018. All bids received were opened, tabulated and will be presented to the Board.

FISCAL IMPACT:

The total cost for the design of the new Kindergarten Classroom Building at Lincoln is \$85,000.

RECOMMENDATION:

Award bid as presented for the design of the new Kindergarten Classroom Building at Lincoln Elementary School.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy Gabler
FROM: Jay Strickland
DATE: March 23, 2018

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

Date you wish to have your item considered: April 11, 2018

ITEM: For possible adoption: 2018-2019 school calendar.

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

FISCAL IMPACT (if any): none

RECOMMENDATION (if any): Adopt 2018-19 school calendar.

Hanford Elementary School District - Final Draft

2018-2019 School Calendar

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July 2018						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

August 2018						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

September 2018						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

1st Reg. Month: 08/14-09/07 Days Taught: 18

October 2018						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

2nd Reg. Month: 09/10-10/05 Days Taught: 20


November 2018						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

3rd Reg. Month: 10/08-11/02 Days Taught: 19

December 2018						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

4th Reg. Month: 11/05-11/30 Days Taught: 14

Important Dates						
School Starts: August 14						
School Ends: June 7						
End of 1 st Trimester: November 2						
End of 2 nd Trimester: March 1						
End of 3 rd Trimester: June 7						
Parent Conferences: November 19-20						
(Non-Workday for 10-Month Classified)						
<u>Minimum Days:</u>						
Every Wednesday						
(except one Wednesday in May for Employee Recognition)						
December 21						
April 12						
May 10: JR High Only						
May 24						
June 7						

Holidays						
Labor Day: September 3						
Veteran's Day: November 12 (observed)						
Thanksgiving Break: November 21-23						
(Non-Workday for 10/11 Month Certificated and Classified)						
Winter Break: December 24-January 11						
(Non-Workday for 10/11 Month Certificated and Classified)						
Martin Luther King Jr.: January 21						
President's Day: February 18						
Spring Break: April 15 - April 22						
(Non-Workday for 10/11 Month Certificated and Classified)						
Memorial Day: May 27						
 Non-workday – All employees						

Teacher Workday						
Welcome Back/Site Meeting: August 10						
Teacher Preparation Day: August 13						

Professional Development (District Wide)						
August 9						
October 22						
February 1						
(no school for students this day)						

January 2019						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

5th Reg. Month: 12/03-01/18 Days Taught: 20

February 2019						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

6th Reg. Month: 01/22-02/15 Days Taught: 17

March 2019						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

7th Reg. Month: 02/19-03/15 Days Taught: 19

April 2019						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

8th Reg. Month: 03/18-04/12 Days Taught: 20

May 2019						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

9th Reg. Month: 04/23-05/17 Days Taught: 19

June 2019						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

10th Reg. Month: 05/20-06/07 Days Taught: 14

Draft

Pending Board Approval

HANFORD ELEMENTARY SCHOOL DISTRICT
Human Resources Department

AGENDA REQUEST FORM

TO: Joy Gabler

FROM: Jaime Martinez

DATE: April 3, 2018

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

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **April 11, 2018**

ITEM: Consider approval of personnel transactions and related matters.

PURPOSE:

a. Employment

Temporary Employees/Substitutes/Yard Supervisors

- Alex Acevedo, Short-term Substitute Custodian II – 8.0 hrs., Washington, effective 3/4/18 to 4/5/18
- Heidi Augusto, Short-term Yard Supervisor – 2.0 hrs., Washington, effective 4/3/18 to 6/6/18
- Victoria Barrientos-Ghena, Substitute READY Program Tutor, effective 3/6/18
- Mariah Benitez, Short-term Yard Supervisor – 1.75 hrs., Monroe, effective 4/3/18 to 6/6/18
- Tiffany Cantu, Short-term Yard Supervisor – 1.5 hrs., Washington, effective 4/3/18 to 6/6/18
- Veronica Gonzalez, Short-term Yard Supervisor – 1.75 hrs., King, effective 4/3/18 to 6/6/18
- Dianna Heredia, Short-term Yard Supervisor – 2.75 hrs., Wilson, effective 4/3/18 to 6/6/18
- Sanita Ieronimo, Short-term Yard Supervisor – 3.25 hrs., Simas, effective 4/3/18 to 6/6/18
- Yolanda Macias, Short-term Yard Supervisor – 1.75 hrs., Roosevelt, effective 4/3/18 to 6/6/18
- Yvette Mena, Substitute Yard Supervisor, effective 3/7/18
- Sandra Torres, Short-term Yard Supervisor – 1.75 hrs., King, effective 4/3/18 to 4/27/18

b. Employment and Certification of Temporary Athletic Team Coaches Pursuant to Title 5 CCR 5594

- Raul Guzman, Boys and Girls Track Coach – Richmond, effective 2/26/18 to 4/25/18

c. Resignations

- Vanessa Alvizo, READY Program Tutor – 4.5 hrs., King, effective 4/6/18
- Krystal Ibanez, READY Program Tutor – 4.5 hrs., Washington, effective 6/6/18
- Kaylee Bosworth, Teacher, Kennedy, effective 6/6/18
- Sarai Rivera, READY Program Tutor – 4.5 hrs., Jefferson Charter Academy, effective 6/6/18
- Kiefer Rose, Yard Supervisor – 3.25 hrs., Kennedy, effective 6/7/17 (revised)
- Jacqueline Spearman, READY Program Tutor – 4.5 hrs., Roosevelt, effective 3/23/18
- Lina Tuon, Teacher, Hamilton, effective 6/6/18
- Breanna Young, Special Education Aide – 5.0 hrs., Roosevelt, effective 6/6/18

d. Retirement

- Kathlene Rose, Teacher, Washington, effective 6/6/18
- Norma Vera, Parent Liaison Specialist – 8.0 hrs., Curriculum, Instruction and Professional Development, effective 6/8/18

e. Temporary Out of Class Assignment

- Christopher Martin, from Groundskeeper II – 8.0 hrs., Grounds/DSF to Delivery Worker: Mail and Material – 8.0 hrs., Warehouse/DSF, effective 3/26/18 to 4/13/18

f. Salary/Wage Schedules for 2017-2018

- Management/Professional Specialist/Confidential Salary Schedule (Revised)

g. Consider approval of an Internship Credential Program Agreement with Fresno Pacific University

Authorize Agreement between Hanford Elementary School District and Fresno Pacific University for preparation of Teacher Intern Shannon O. Stockton for the 2017-2018 school year.

h. Consider approval of an Agreement between Hanford Elementary School District and California State University, Fresno for the placement of student teachers

Authorize Agreement between Hanford Elementary School District and California State University, Fresno's Kremen School of Education and Human Development Credential Programs for the placement of student teachers in district schools.

i. Volunteers

<u>Name</u>	<u>School</u>
Tagen Ormonde (HESD Employee)	Jefferson
Taryn Padgett	Jefferson
Tiffany Sanders	Hamilton
Sherri Sumaya (HESD Employee)	Hamilton
Laura Canchola Leon	King
Lucia Sanchez Carranza	King
Jayde Garcia	Monroe
Stephanie Mulanax	Monroe
Christine Rose	Monroe
Kayla Zuniga	Monroe
Michael Owen	Roosevelt
Veronica Aguilar	Simas
David Gomez	Simas
Shawn O'Karma	Simas
Evangelina Rodriguez	Simas
Crystal Salinas	Simas
Tiffany Sanders	Simas
Sarah Medina	Washington

RECOMMENDATION: Approve.

HANFORD ELEMENTARY SCHOOL DISTRICT
2017-2018 SALARY SCHEDULES
MANAGEMENT

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Range	Position	**Compensated Days Per Year		Step 1	Step 2	Step 3	Step 4	Step 5
0-A	Chief Business Official (225 work + 14 hol + 22 vac)	261	annual daily	135,435 518.91	140,853 539.67	146,487 561.25	152,346 583.70	158,440 607.05
1-A	Assistant Superintendent (225 work + 14 hol + 22 vac)	261	annual daily	119,705 458.64	124,493 476.99	129,473 496.07	134,652 515.91	140,038 536.54
3-A	Director Chief Technology Officer (225 work + 14 hol + 22 vac)	261	annual daily	113,937 436.54	118,494 454.00	123,234 472.16	128,164 491.05	133,290 510.69
3-C	Director Principal (204 work + 13 hol + 20 vac)	237	annual daily	103,460 436.54	107,598 454.00	111,902 472.16	116,378 491.05	121,034 510.69
6-A	Fiscal Services Specialist Curriculum & Professional Development Specialist (225 work + 14 hol + 22 vac)	261	annual daily	105,802 405.37	110,034 421.59	114,435 438.45	119,013 455.99	123,773 474.23
6-C	Vice Principal Learning Director Curriculum & Professional Development Specialist Program Specialist (204 work + 13 hol + 20 vac)	237	annual daily	96,073 405.37	99,916 421.59	103,912 438.45	108,069 455.99	112,392 474.23
10-B	Administrative Intern (204 work + 13 hol + 20 vac)	237	annual daily	87,037 367.25	90,519 381.94	94,140 397.21	97,905 413.10	101,821 429.63
15-A	Program Manager (225 work + 14 hol + 22 vac)	261	annual daily	84,719 324.59	88,107 337.58	91,632 351.08	95,297 365.12	99,109 379.73
15-B	Program Manager (203 work + 13 hol + 20 vac)	236	annual daily	76,604 324.59	79,668 337.58	82,855 351.08	86,169 365.12	89,616 379.73
22-A	Supervisor (225 work + 14 hol + 22 vac)	261	annual daily	71,271 273.07	74,122 283.99	77,086 295.35	80,170 307.16	83,377 319.45
22-C	Supervisor (200 work + 13 hol + 19 vac)	232	annual daily	63,352 273.07	65,886 283.99	68,521 295.35	71,262 307.16	74,113 319.45
23-A	Analyst (225 work + 14 hol + 22 vac)	261	annual daily	69,532 266.41	72,314 277.06	75,206 288.15	78,215 299.67	81,343 311.66
26-C	School Operations Officer (199 work + 13 hol + 19 vac)	231	annual daily	57,146 247.39	59,432 257.28	61,809 267.57	64,282 278.28	66,853 289.41

PROFESSIONAL SPECIALIST

7-C	Psychologist (194 work + 13 hol + 19 vac)	226	annual daily	89,379 395.48	92,955 411.30	96,673 427.76	100,540 444.87	104,561 462.66
10-C	Mental Health/Behavior-Services Specialist <u>School Social Worker</u> (194 work + 13 hol + 19 vac)	226	annual daily	82,998 367.25	86,318 381.94	89,770 397.21	93,361 413.10	97,095 429.63
11-C	Counselor (194 work + 13 hol + 19 vac)	226	annual daily	80,973 358.29	84,212 372.62	87,581 387.53	91,084 403.03	94,727 419.15

CONFIDENTIAL CLASSIFIED*

28-A	Administrative Assistant	261	annual daily	61,457 235.47	63,915 244.88	66,471 254.68	69,130 264.87	71,895 275.46
29-A	Personnel Specialist	261	annual daily	59,958 229.72	62,356 238.91	64,850 248.47	67,444 258.41	70,142 268.74
32-A	Administrative Secretary	261	annual daily	55,677 213.32	57,904 221.85	60,220 230.73	62,629 239.96	65,134 249.55
34-A	Personnel Assistant	261	annual daily	52,994 203.04	55,114 211.16	57,318 219.61	59,611 228.39	61,995 237.53

* = The number of work days depends on vacation accrual rate.

**Longevity - 15 years = \$2,000 Longevity includes all consecutive years of HESD service
- 20 years = \$2,000 Additional

**If your hire date falls between July 1 and December 31, the applicable longevity stipend will begin that school year.
If your hire date falls between January 1 and June 30, the applicable longevity stipend will begin the following school year.

Adopted: 09/27/17
Effective: 07/01/17
Revised: __/__/18



MEMORANDUM OF UNDERSTANDING

BETWEEN

**FRESNO PACIFIC UNIVERSITY
SCHOOL OF EDUCATION**

&

HANFORD ELEMENTARY SCHOOL DISTRICT

Shannon O. Stockton, Multiple Subjects Credential

School Year 2017-2018

THIS MEMORANDUM OF UNDERSTANDING (MOU), between Fresno Pacific University (hereinafter called the University) and the Hanford Elementary School District (hereinafter called the District) demonstrates that it is mutually agreed between the parties hereto as follows:

The intent of this MOU is to clarify the roles and responsibilities of the University and the District with respect to collaboratively supporting Interns, teacher candidates pursuing a preliminary credential.

I.

The Participating District will:

- A. Ensure that the District is entering in this agreement with University to meet employment shortages in the area(s) of the stipulated credentials, and that Interns hired will not displace certificated employees in the school district.
- B. Only hire, as Interns, candidates who meet the standards for eligibility for an intern credential.
- C. Ensure that the Intern is assigned a position that is in alignment with the stipulated multiple subject/single subject/education specialist intern credential, with a load appropriate for a beginning teacher, which recognizes that the Intern needs adequate time for completing concurrent credential coursework. Thus, the District agrees to keep extra duty assignments to a minimum.
- D. Ensure a District/Site Support Provider has adequate time to nurture, resource and support a beginning teacher. See Appendix A for Intern Supervision Requirements.
 - Ensure the assigned District/Site Support Provider has adequate time to provide five hours (minimum) per week of support and guidance to the Intern.
 - Verify that the District/Site Support Provider support hours for the Intern follow the activities identified in Appendix B of (PSA 13-06) as a part of the 144 hours of support required by the state for all Interns and the additional 45 hours of English Learner specific support.
- E. Provide in-servicing and access to resources to allow each Intern to perform successfully in his or her position.
- F. Provide release time for the Intern and pay for a substitute teacher for two days per semester, thereby allowing Intern to attend professional development.
- G. Not reduce the Intern's salary by more than 1/8 of its total to pay for supervision, and the salary of the Intern shall not be less than the minimum base salary paid to a regularly certificated person. If the Intern salary is reduced, no more than eight Interns may be advised by one district support person. NOTE: FPU does not require or advise a reduction.

- H. Request that the local bargaining unit be consulted on matters pertinent to the Internship Program, or be represented on the Advisory Council.
- I. Develop and implement an Intern Professional Development Plan (IPDP) in consultation with the University as outlined in Appendix C. The District will complete the IPDP form (Appendix C) and return to the University. The IPDP shall include the following:
 - provisions for an annual evaluation of the Intern
 - a description of the courses to be completed by the Intern, if any, and a plan for the completion of preservice or other clinical training, if any, including student teaching
 - additional instruction during the first semester of service, for Interns teaching in kindergarten or grades 1 to 6 inclusive, in child development and teaching methods, and special education programs for pupils with mild and moderate disabilities
 - instruction, during the first year of service, for Interns teaching children in bilingual classes in the culture and methods of teaching bilingual children, and instruction in the etiology and methods of teaching children with mild and moderate disabilities.
- J. Complete the Intern Support form (Appendix D) providing the University with the names and contact information of the assigned District/Site Support Provider and site administrator.

II.

Fresno Pacific University will:

- A. Ensure that the Intern candidate meets the standards for eligibility for an Intern credential. Minimal standards include:
 - Bachelor's degree from regionally accredited post-secondary institution
 - GPA meeting the standard for admission
 - Subject matter competence (CSET or Approved Subject Matter Waiver)
 - Verification of meeting the basic skills requirement (<http://www.ctc.ca.gov/credentials/leaflets/cl667.pdf>)
 - Certificate of Clearance
 - Personal and professional qualifications of maturity and professionalism
 - Verification of current, negative TB test (last 12 months).
 - Verification that candidate has completed Fresno Pacific's foundational planning requirement which is composed of standards based preparation for teaching as defined by the CTC.
- B. Verify that the Intern candidate meets the pre-service component as required by the CTC which includes foundational preparation in general pedagogy, including classroom management and planning, reading/language arts, subject specific pedagogy, human development, and specific content regarding the teaching of English learners.
- C. Provide the Intern with sufficient coursework, seminars, experiences, and workshops to meet the requirements of the credential program in which the Intern is enrolled.
- D. Select and assign University mentors who are credentialed or who have equivalent experience in educator preparation. University mentors should be experts in the content area of the Intern being supported and should have recent professional experiences in school settings where the curriculum aligns with California's adopted content standards and frameworks and the school reflects the diversity of California's student population.
- E. Provide mentors with an orientation to the program's expectations and assures that mentors are knowledgeable about the program curriculum and assessments, including the TPEs. In

addition, mentors will maintain current knowledge of effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices.

- F. Provide a University mentor who will support the Intern commensurate with the hours of support identified in Appendix A. The University will validate the District/Site Support Provider hours of support for the Intern. These are in accordance to the activities identified in Appendix B of (PSA 13-06) as a part of the 144 hours of support required by the state for all Interns and the additional 45 hours of English Learner specific support. The University mentor will monitor the support hour log maintained by the Intern.
- G. Compensate the District/Site Support Provider in the form of a tuition waiver of 1 unit per semester which can be used to purchase either graduate or professional development coursework at Fresno Pacific University.
- H. Provide the Intern with information regarding the Intern Early Completion Option as defined by SB 57.
- I. Communicate to the district office, at the beginning of each fall and spring semester, and the site or program administration a disclosure of the Intern(s) supported by the university and the university mentor providing support to the Intern(s).
- J. Provide mentors with training so that they are knowledgeable about the TPA model chosen by the University (Multiple/Single Subject Programs only).
- K. Archive records of clinical supervision either by annotated video or scripted observations and evaluation based on the TPEs (Multiple/Single Subject Programs only).

III.

Fresno Pacific University and the Participating District will:

- A. Collaborate in the shaping and evaluation of internship assignments to ensure that the program is operating in a manner that promotes the educational goals of the participating District.
- B. Collaborate in the ongoing evaluation and development of the Multiple Subject/Single Subject/Special Education Intern programs.
- C. Collaborate in the selection of clinical sites (schools). Clinical sites should be selected that demonstrate commitment to collaborative evidence based practices and continuous program improvement, have partnerships with appropriate other educational, social, and community entities that support teaching and learning, place students with disabilities in the Least Restrictive Environment (LRE), provide robust programs and support for English learners, reflect to the extent possible socioeconomic and cultural diversity. Clinical sites should also have a fully qualified site administrator.
- D. Collaborate in the selection of District/Site Support Providers and matching of the Intern and District/Site Support Provider. District/Site Support Providers must who hold a Clear Credential in the content area for which they are providing support to the Intern and have a minimum of three years of content area K-12 teaching experience. The District/Site Support Provider must have demonstrated exemplary teaching practices as determined by the employer and the preparation program.
- E. Collaborate in developing professional development training opportunities for the selected District/Site Support Providers (Multiple/Single Subject Programs only). The University will ensure that District/Site Support Providers remain current in the knowledge and skills for candidate supervision and program expectations. The professional development training topics include:
 - an initial orientation to the program curriculum
 - effective supervision approaches such as cognitive coaching
 - adult learning theory
 - current content-specific pedagogy and instructional practices.

- F. Collaborate on the process to permit video capture at the clinical site for candidate reflection and TPA completion (Multiple/Single Subject Programs only).

IV.

The Teacher in Preparation (the Intern) will:

- A. Perform all faculty duties assigned, including those preparatory to the beginning of school, to the same degree as do fully certified teachers in the same school.
- B. Meet the legal, ethical and other professional standards expected of credentialed teachers.
- C. Prioritize attendance at all required courses, intern seminars, workshops, and planned observations of exemplary teachers, as defined by the teacher preparation program.
- D. Recognize that continuation as an employed Intern with the participating District is contingent upon demonstration of teaching competency as assessed by District personnel, and informed by feedback from university personnel.
- E. Maintain a log of support hours.
- F. Recognize that continuation as an Intern candidate in the teacher preparation program at Fresno Pacific University is contingent upon demonstration of teaching competency as assessed by university personnel, and informed by feedback from District personnel.

V.

Non-Discrimination Clause

The University and the District agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

The University and the District agrees not to discriminate in its employment practices, and will render services under this contract without regard to age, race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by the University, or the District, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.


VI.

Terms of Memorandum of Understanding

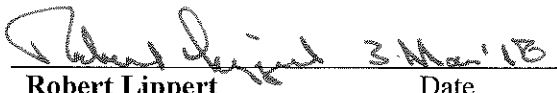
This Agreement will remain in force until the University or District wishes to terminate the agreement. Notwithstanding anything herein contained to the contrary, this Agreement may be terminated and the provisions of this Agreement may be altered, changed, or amended by the mutual consent of the parties hereto. *Except in the most extenuating circumstances, the teacher preparation programs will not extend the intern credential beyond the two-year life of the intern credential.* Exceptions to the exclusion of the extension of the intern credential will be allowed at the discretion of the teacher preparation programs. **The terms of this agreement will be fulfilled upon the successful award of a preliminary credential in the specializations.**

Fresno Pacific University
1717 S. Chestnut Avenue
Fresno, CA 93702

Hanford Elementary School District
714 N White St
Hanford, CA 93230


Linda Hoff, Ph.D. Date 2/28/18
Division Chair, Teacher
Education

BY _____
District Superintendent or Date
Designee


Robert Lippert Date 3 Mar '18
Chief Financial Officer

BY _____
Clerk/Secretary of the Board of Date
Trustees

BY _____
Representative of Employees' Date
Bargaining Unit

AGREEMENT No. _____

Page 1 of 4

AGREEMENT BETWEEN
CALIFORNIA STATE UNIVERSITY, FRESNO

Kremen School of Education and Human Development
Credential Programs

AND

Unified School District

(Agency's Name)

THIS AGREEMENT is made and entered on _____ pursuant to Education Code 89036, by and between the TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY, hereinafter called the "Trustees", on behalf of CALIFORNIA STATE UNIVERSITY, FRESNO, hereinafter called the "Institution", and _____ Unified School District called the "Agency".

WITNESSETH:

WHEREAS, the Institution provides an accredited health care or educational program, approved by the Trustees which requires clinical/education experience and the use of clinical/educational facilities; and

WHEREAS, the Agency has facilities and accredited site supervisors/teacher mentors suitable for providing clinical/educational experience for the Institution's program, and

WHEREAS, it is to the mutual benefit of the parties hereto that candidates have opportunities to use the facilities of the Agency for their learning experience.

NOW, THEREFORE, in consideration of the covenants, conditions, and stipulations hereinafter expressed and in consideration of the mutual benefits derived therefrom, the parties hereto agree as follows:

I. AGENCY SHALL:

- A. Provide facilities as presently available and as necessary for the development and maintenance of a clinical/educational experience for candidates of the program.
- B. Maintain the Agency facilities used for the clinical/educational experience in such a manner that said facilities shall conform to all requirements of applicable State Boards, and/or Business and Professional Codes.

AGREEMENT No. _____

Page 2 of 4

AGREEMENT BETWEEN THE CALIFORNIA STATE UNIVERSITY, CALIFORNIA STATE UNIVERSITY, FRESNO; **Kremen School of Education and Human Development** AND **Unified School District**

- C. Assure that staff is adequate in number and quality to insure safe and continuous management of the candidate program in cooperation with the Institution's instructors.
- D. Provide instructors and candidates taking part in the field experience, whenever possible, other incidentals that may be mutually agreeable.
- E. Provide emergency first aid for any candidate who becomes sick or injured by conditions arising out of or in the course of said candidate's participation in the clinical experience at the Agency. Provide medical examinations or other protective measures that may be required by the Agency.
- F. Have the right, after consultation with the Institution, to refuse to accept for further clinical/educational experience any of the Institution's candidates who in the Agency's judgment, are not participating satisfactorily.
- G. Permit video capture for candidate reflection and State requirements. Video will only be used for educational purposes and will not be made public.

II. INSTITUTION SHALL:

- A. Designate the candidates who are enrolled in the program of the Institution to be assigned for clinical/educational experience at the Agency, in such numbers as are mutually agreed to by both parties.
- B. Establish a rotational plan for the clinical/educational experience by mutual agreement between appropriate representatives.
- C. Provide external coaching/supervision to the Agency, which will provide the necessary oversight for the clinical/Educational experience program provided for under this agreement. Keep all attendance and academic records of candidates' participation in said program.
- D. Advise every candidate to conform to all applicable Agency policies, procedures, regulations, and all requirements and restrictions specified jointly by representatives of the Institution and Agency.
- E. In consultation and coordination with the Agency's representatives, plan for the clinical/educational experience to be provided to candidates under this agreement.
- F. In consultation and coordination with the Agency's staff, periodic conferences between appropriate representatives of the Institution and Agency will be scheduled to provide evaluation and mentoring of the candidate's clinical/educational experience in the program.

AGREEMENT No. _____

Page 3 of 4

AGREEMENT BETWEEN THE CALIFORNIA STATE UNIVERSITY, CALIFORNIA STATE UNIVERSITY, FRESNO; **Kremen School of Education and Human Development AND Unified School District**

III. GENERAL PROVISIONS:

- A. Candidates are volunteers of the Agency and entitled to Worker's Compensation coverage. The Institution will provide Worker's Compensation coverage to students for injury or disease arising out of their use of the Agency's facility while participating in the Institution's program.
- B. Trustees shall be responsible for damages caused by the negligent acts of its officers, agents, and employees occurring in the performance of this agreement. Agency shall be responsible for damages caused by the negligent acts of its officers, agents and employees occurring in the performance of this agreement. It is the intention of the Institution and Agency that the provision of this paragraph be interpreted to impose on each party responsibility for the negligent acts of their respective officers, agents, and employees. Candidates/Students will be responsible for their own professional liability insurance.
- C. This Agreement shall become effective on the date of countersignature and shall continue to a period of five (5) years, provided however, it may be terminated by either party after giving the other party sixty (60) days advance written notice of its intentions to so terminate.
- D. There shall be no monetary obligation on the Institution or Agency, one to the other.
- E. This Agreement may at any time be altered, changed or amended by mutual agreement of the parties in writing. Additionally, this Agreement is not legal and binding upon any of the parties concerned until signed on behalf of the Trustees of the Institution, and the Agency.

AGREEMENT No. _____

Page 4 of 4

Any written notice given under this Agreement shall be sent by registered mail to each address below:

Agency Name & Address:

Dept. Name & Address:

California State University, Fresno
Procurement & Support Services
5150 N. Maple Ave., M/S JA111
Fresno, CA 93740-8026
(559) 278.2111

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto, the day and year first above written.

INSTITUTION
CALIFORNIA STATE UNIVERSITY, FRESNO

By _____
Brian Cotham Date _____
Title: Director of Procurement

AGENCY

By _____
Date _____
Name: _____
Title: _____

By _____
Lisa Kao Date _____
Title: Associate Director, Environmental Health & Safety and Risk Management

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 03/23/2018

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 04/11/2018

ITEM:

Consider adoption of Resolution# 20-18, which allows the District to apply for funding from the School Bus Incentives Program (Replacement Component).

PURPOSE:

The San Joaquin Valley Air Pollution Control District is accepting a School Bus Incentives Program (Replacement Component) application for Bus #14. This program provides funding for school districts in the Valley replace old buses with cleaner emission school buses.

FISCAL IMPACT:

There will be upfront costs associated with the purchase of a new school bus with approximately half of a standard bus being reimbursed by the San Joaquin Air Pollution Control District. The desired bus configuration will cost approximately \$180,000 of which \$75,000 would be reimbursed by the San Joaquin Valley Air Pollution District.

RECOMMENDATIONS:

Adopt Resolution #20-18, which allows the District to apply for funding from the School Bus Incentives Program (Replacement Component).

RESOLUTION# 20-18
Hanford Elementary School District
School Bus Incentives Program (Replacement Component)

WHEREAS, the Hanford Elementary School District recognizes the importance of improving air quality in the San Joaquin Valley of California; and

WHEREAS, the health and safety of our students is vital to their education and wellness; and

WHEREAS, use of school buses to transport students to and from school eases traffic congestion, reduces the demand on our existing traffic system, conserves fuel, and improves air quality; and

WHEREAS, the San Joaquin Valley Air Pollution Control District (SJVAPCD) is currently accepting applications from public school districts and Joint Power Authorities (JPA) located within the boundaries of the SJVAPCD requesting funding for the replacement of old polluting school buses with new lower-emission school buses; and

WHEREAS, the Hanford Elementary School District Board authorizes the submittal of the applications for the School Bus Incentives Program (Replacement Component).

NOW, THEREFORE, BE IT RESOLVED that effective the 11th day of April, 2018 that the Hanford Elementary School District appoints Hanford Elementary School District Chief Business Official, David Endo the contract signing authority, as the duly authorized official to make financial decisions and the individual authorized to implement the School Bus Incentives Program (Replacement Component).

I HEREBY CERTIFY THAT THE FOREGOING RESOLUTION was duly passed and adopted this 11th day of April, 2018.

Ayes:

Noes:

Absent:

Jeff Garner, President

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 03/23/2018

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 04/11/2018

ITEM:

Consider adoption of Resolution #21-18 allowing for the purchase of a school bus from A-Z Bus Sales utilizing the Waterford Unified School District piggyback bid.

PURPOSE:

The Waterford Unified School District has approved a piggyback bid with A-Z Bus Sales for the procurement of school buses. Hanford Elementary School District would like to use this bid for the procurement of such. A copy of the quote based on the Waterford Unified School District piggyback bid has been included for your review.

FISCAL IMPACT:

There will be a net increase in the transportation budget of approximately \$105,000 as the District has secured a grant for the remaining \$75,000.

RECOMMENDATIONS:

Adopt Resolution #21-18 allowing for the use of the Waterford Unified School District piggyback bid to purchase a bus from A-Z Bus Sales.

HANFORD ELEMENTARY SCHOOL DISTRICT**RESOLUTION # 21-18****APPROVAL OF THE A-Z BUS SALES AGREEMENT**

WHEREAS, the Governing Board (the “Board”) of the Hanford Elementary School District (the “District”) has determined that a true and very real need exists for the acquisition of a school bus for use in District educational programs (the “Property”); and

WHEREAS, the governing board of a school district may under Section 20118 of the California Public Contract Code, without advertising for bids, if the board has determined it to be in the best interest of the district, authorize by contract, lease, requisition or purchase order, any public corporation or agency to lease data-processing equipment, purchase materials, supplies, equipment, automotive vehicles, tractors, services and other personal property for the district in the manner in which the public corporation is authorized by law to lease or purchase; and

WHEREAS, the Board has determined that it is in the best interest of the District to authorize the Property through a bid procured by the Waterford Unified School District under the Piggyback Bid #01/17 (A-Z Bus Sales Agreement); and

WHEREAS, the District has agreed to acquire the Property under the same pricing, terms and conditions as the A-Z Bus Sales Agreement; and

WHEREAS, the Board of the District has by this Resolution determined the need for the Property and authorized the purchase thereof at a proposed cost as listed; and

WHEREAS, the Board of the District has determined that this purchase is the most economical means for providing the Property to the District.

NOW, THEREFORE, the District Board hereby finds, determines, declares and resolves as follows:

Section 1. All of the recitals set forth above are true and correct and the Board so finds and determines.

Section 2. The Board hereby finds and determines the acquisition of the Property pursuant to Public Contract Code section 20118 to be in the best interest of the District.

Section 3. The Board hereby finds and determines the A-Z Bus Sales Agreement provides the most economical means for providing the Property to the District.

Section 4. The form of the Contract by and between the District and the A-Z Bus Sales, presented at this meeting and on file with the District, is hereby approved. The Superintendent or Superintendent’s designee is hereby authorized and directed, for and in the name of and on behalf of the District, to execute and deliver to A-Z Bus Sales any and all documents necessary to complete the transaction contemplated hereunder with any such changes therein as such officer or person may require and approve, such approval to be conclusively evidenced by

the execution and delivery thereof.

Section 5. The Superintendent or Superintendent's designee is hereby authorized and directed to do any and all things and to execute and deliver any and all documents which they may, in consultation with legal counsel, deem necessary or advisable in order to consummate this transaction and otherwise carry out, give effect to and comply with the terms and intent of this Resolution.

Section 7. This Resolution shall be effective as of the date of its adoption.

APPROVED, PASSED AND ADOPTED by the Governing Board of the Hanford Elementary School District, Kings County, State of California, this 11th day of April, 2018, by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

President of the Governing Board of
Hanford Elementary School District



3418 52nd Ave Sacramento CA 95823
(800) 458-6363
www.A-ZBus.com

Acct Manager: Tom Scheidt
Cell: +1 5599992281
Fax: (951) 781-9806
Email: tscheidt@a-zbus.com

Vehicle Quotation^{116/176} 17347

March 14, 2018

Company: Hanford Elementary School
District

Mailing Address: P.O. Box G-1067
Hanford, CA 93232

Attn: Ed Woughter

Phone: (559) 585-3648 **Fax:** (559) 585-2251

Email: ewoughter@hanfordesd.org

Model: Blue Bird T3RE 3904
Quantity: 1

GVWR: 37,600
Eng: L9 300HP
Fuel Type: Diesel
Capacity: 81 Amb 0 WC 0 CRS 0 VAR WC

Model Year: 2018
Wheel Base: 259"
Trans: 3000 PTS/SEM
Susp: Spring/Air
Brakes: Air Disc
AC: Yes
Uph: Brown

Base

- 1 LOCK, SECURITY, ENT DOOR
- 1 RETAINER SIDE EMERG DOOR LH
- 1 SLIDING BOLT VANDAL LOCK - SED
- 1 SPRING, GAS, NON-LOCKING
- 1 VANDAL LOCK - REAR EMERGENCY WINDOW

Body, Accessories

- 1 AIR HORN, MOUNTED UNDER FLOOR
- 1 CONSOLE MOUNT, ARM REST
- 1 HOLDER, CUP
- 1 HORN, BACKING SAFETY, 112 DB

Body, Compartments

- 1 BATTERY COMPARTMENT, ROLLER TRAY, CHAS MTD
- 1 COMPARTMENT, STORAGE, OVERHEAD, LOCKING
- 1 EMERGENCY EQUIPMENT CMPT, UPR FRONT
- 1 LATCH, LOCKING, DOOR BATTERY CMPT
- 1 LUGGAGE CMPT LIGHT-PASS THRU CMPT
- 2 LUGGAGE CMPT LIGHT-SGL OR DBL CMPT
- 1 PASS THRU LUGGAGE CMPT 94 CU FT
- 1 SINGLE, LHMM, LUGGAGE, 16 CU.FT.
- 1 SINGLE, RHMM, LUGGAGE, 16 CU.FT.
- 1 SPRING, GAS, PASS-THRU LUGG CMPT DOOR
- 2 SPRING, GAS, SINGLE DOOR, LUGGAGE BOX

Body, Construction

- 1 BODY CONSTRUCTION FM/CMVSS 221
- 1 STEPWELL PROTECTION
- 1 STEPWELL, GALVANIZED

Body, Doors

- 1 BUZZER, L/H SIDE EMERG DOOR
- 1 DOOR CONTROL, AIR PWR, MOM SW, 2-POS
- 1 DOOR, ENGINE CMPT, PERFORATED
- 1 DOOR, ENT, OUTWARD OPENING W/AIR ACTUATOR
- 1 EMERGENCY DOOR LS 28IN
- 1 HANDRAIL, ENT DR, BARRIER 3.25 - 5.25
- 1 LATCHES, LOCKABLE, ACCESS DOORS
- 1 LIGHT, PILOT, EXIT

Body, Electrical

- 1 CIRCUIT PROTECTION, BREAKERS, MANUAL RESET
- 1 CIRCUITS, SPARE, BODY HARN, TWO, 14 GA
- 1 POWER, BAT CONTROL, CLER/CSTR/ID LGTS
- 1 POWER, BAT CONTROL, DOME LIGHTS
- 1 POWER, BAT CONTROL, ENTRANCE DOOR
- 1 POWER, BAT CONTROL, WARNING LIGHTS
- 1 WIRING, VIDEO MONITORING SYSTEM

Body, Fans

- 1 FAN, AUXILIARY, UPPER CENTER, 6"
- 1 FAN, AUXILIARY, UPPER LEFT, 6"

Body, Floor

- 1 COVERING, FLOOR, RUBBER, BLACK
- 1 PLYWOOD FLOOR 1/2IN THICK
- 1 PLYWOOD FLOOR SCREWED DOWN
- 1 STEEL FLOOR TRIM
- 1 STEPTREADS, ENT DR, N/ABR, WHITE NOSING
- 1 TRIM, AISLE, ALUMINUM
- 1 WEAR PLATE, ENT DR, RUBBER, WHITE NOSE

Body, Headroom

- 1 77IN HEADROOM REAR ENGINE

Body, Heaters

- 1 HEATER, 12K, DRIVERS
- 1 HEATER, 50K, LH, REAR, F/M
- 1 HOSE, HTR, EPDM, W/CT CLAMPS
- 1 PUMP, HEATER WATER

Body, Insulation

1	ACOUSTIC HEADLINING FULL LENGTH
1	INSULATED DRIVERS AREA
1	INSULATION,BODY,FIBERGLASS,ADDITIONAL
1	INSULATION,BODY,POLYESTER/FIBERGLASS
1	INSULATION,ENTRANCE DOOR HEADER

Body, Lettering/Decals

1	'STOP WHEN RED LIGHTS FLASH'
1	EMERGENCY DOOR ARROWS
1	LETTERING,"SCHOOL BUS" 8"/1" STROKE
4	LETTERING,EMERGENCY EXIT,ABOVE EXIT
4	LETTERING,EMERGENCY,EXTERIOR,VINYL,BLACK
4	LETTERING,EMERGENCY,INTERIOR,VINYL,BLACK

Body, Lights

1	ALARM CONDITION,SCC,ENT DOOR OPEN
1	ALARM INDICATION,SCC,HEADLIGHTS & HORN
1	ARM CONDITION,SCC,ACC MAINTAINED
1	ARMING,SCC,10 MIN W/IGN OR WARN LGTS
1	CONTROL,STROBE,S/CONT,W/PILOT
1	DAYTIME RUN LGTS,W/ P/BRAKE DEACTIVATE
1	DOME,2 ROW/2 SWITCHES,F & R,CONFIG
1	DOOR SWITCH,STEPWELL LIGHT
1	LAMPS,HAZARD,2-AMBER,6IN,ENG CMPT
1	LIGHT,2 DOME,DRIVERS,LED,SEPARATE SW
1	LIGHT,4" BACKUP,LED,VANDAL RESIST
1	LIGHT,4" LED,STOP/TAIL,VANDAL RESIST
1	LIGHT,7" STOP/TAIL,LED
1	LIGHT,STEPWELL,LED,ADA
1	LIGHT,STROBE,SELF-CONT,LED,CLEAR
1	LIGHTS,CL/MK,LED,2 AMBER,2 RED
1	LIGHTS,DIR,FRONT AMBER LED
1	LIGHTS,DIR/MKR,SIDE,LED,FRT,BELT
1	LIGHTS,DIR/MKR,SIDE,LED,REAR,BELT
1	LIGHTS,DIRECTIONALS,RR,AMBER LED
1	LIGHTS,DOME,120 LUMENS,LED
1	LIGHTS,ID,GROMMET MOUNT,LED
1	LIGHTS,MKR,LED,INTERMEDIATE
1	LOCATION,STROBE,4 FEET FROM REAR OF ROOF
1	MARKER LGT CONTROL,STEPWELL LGT
1	MONITOR,SLEEPING CHILD CHECK,DORAN
1	PILOT,STROBE LIGHT,ADDITIONAL INDICATION
1	WIRING,DIR,SIDE,FRONT,BELTLINE
1	WIRING,DIR,SIDE,REAR,BELTLINE

Body, Mirrors

1	CAMERA,SYSTEM,BACK UP VIEW
1	HEATED MIRROR,EXT,15 MIN TIMER
1	MIRROR,CROSSVIEW,EYE-MAX LP
1	MIRROR,EXT,OPEN VIEW,ES SPLIT SYSTEM
1	MIRROR,REARVIEW,INT 6X30,W/MONITOR
1	MIRROR,REARVIEW,REMOTE CONTROL

Body, Mud flaps

1	FENDERS FRONT RUBBER
1	FENDERS REAR RUBBER
1	FLAPS FRONT, FULL LENGTH
1	FLAPS REAR WITH BB LOGO
1	REAR MUDFLAP EXTENSION

Body, Paint

1	DISC WHLS PTD BOTH SIDES YELLOW
---	---------------------------------

1	EXTERIOR SOLID NSBY
1	LOGO,BIRD,PAINTED,BLACK
1	PAINT DESIGN,WHITE ROOF,12.5 IN
1	PAINT, INTERIOR, ASTRO WHITE
1	PAINT, YELLOW, ENTRANCE DOOR
1	PAINT,BACKGRND,WARN LGT,BASE COLOR
1	PAINT,HEADLIGHT BEZELS,BODY COLOR
1	PAINT,RUBRAILS ONLY,FULL WIDTH BLACK

Body, Radio

1	RADIO,AM/FM/USB/MP3 W/PA
1	SPEAKER,DLX,8 SPKR SYS W/WIRING
1	WRG,2-WAY RADIO,CTR DASH MNT(07829)

Body, Reflectors

1	3" REFLECT,FRONT,INT & REAR,3M DIA GRADE
2	VINYL,REFL,P/O WINDOW YELLOW,3M
2	VINYL,REFL,ROOF HATCH,WHITE,3M
1	VINYL,REFL,RR EMER WDW YELLOW,3M
1	VINYL,REFL,SD EMER DR YELLOW,3M

Body, Safety Equipment

1	FAK,CALIFORNIA,METAL CASE
1	FE 5 LB DRY W/HOSE (DRIVERS CPT)
1	HOLDER,CERTIFICATE,7-5/8 X 9-1/4
1	PACKAGE,STATE,CALIFORNIA
1	TRIANGULAR WARNING DEVICE FLOOR

Body, Seats

2	BARRIER, 39 INCH HIGH BACK
27	MODULE,BOARD,SEAT,CEW,7/16" OSB
81	MODULE,CEW,BLACK,3-POINT QS,SEAT BELT
27	MODULE,SEAT,CEW,COLOR,BROWN
1	PANEL,MODESTY,BARRIER,DRIVER,LH
1	PANEL,MODESTY,BARRIER,ENT DOOR
1	SEAT BELT,DRV 3PT,SINGLE,RETRACT,BLACK
2	SEAT,CEW,DAVENPORT,39
20	SEAT,CEW,QS,39,GM,FM
4	SEAT,CEW,QS,39,GM,FM,OVER W/H
1	SEAT,CEW,QS,FLIP,39,GM,FM
1	SEAT,DRVS,BSTRM,AIR,BROWN VINYL/FAB
1	SHOCK,DUAL,BSTRM SEAT
2	UPH,FIRE BLOCK,BROWN,BARRIER

Body, Side Panels

1	GALVALUME I/S PNL,FULL HEM, TEXTURIZED
1	PANEL,SIDE,16 GA,25 3/4 SKIRT

Body, Step

1	FORWARD GRABRAIL
---	------------------

Body, Stop Arms

1	LOCATION,STOP ARM,REAR
1	STOP ARM,ELEC,LED,HI-IN,CLUSTER
1	WIRING,S/ARM,ELECT W/INDEP FLSHR

Body, Sun Visor

1	VISOR,ACRYLIC,LEFT SIDE,ADJUST,OPAQUE
---	---------------------------------------

Body, Switches

1	SWITCH,NOISE SUPPRESSION,LATCHING
---	-----------------------------------

Body, Vents

2	DELETE,ROOF HATCH BUZZER
2	VENT,SPECIALTY,PROLO

1 VALVE,DRAIN,MANUAL,AIR TANK

Body, Warning Systems

1 CONTROLS,CONFIG,W/L,OPT #4,8-LGT,RH
 1 HOODS,WARNING LIGHTS,INDIVIDUAL
 1 INDICATOR,W/L SYSTEM,AMBER/RED
 1 LIGHTS,PILOT,W/L SYSTEM,LOC,RH
 1 LIGHTS,WARN,LED,8-LGT,AMB/RED
 1 SEQUENCE,W/L SYSTEM,NON-SEQUENTIAL
 1 SWITCH,DOOR CONTROL,LOC,RH
 1 SWITCH,EMERGENCY OVERRIDE
 1 SWITCH,W/L MASTER,LOC,RH
 1 SWITCH,W/L START,LOC,RH
 1 SWITCH,W/L START,MANUAL
 1 SWITCH,W/L,EM OVERRIDE,LOC,RH
 1 SWITCH,W/L,MASTER,GREEN PILOT
 1 SYSTEM,WARN,8-LGT,N/SEQ
 1 WIRING,W/L SYSTEM,14 GA

Body, Windows

1 BUZZER,MID SEC,P/O WINDOW
 1 BUZZER,REAR EMERG WINDOW
 1 GLASS,ENT DR,LOWER,TINT,LAM
 1 GLASS,ENT DR,UPPER,TINT,LAM
 1 GLASS,SIDE EMER DR,DK TINT,TEMP
 1 WDO ASSY,DRVR,GREEN TINT,LAM,BLK
 1 WINDOW,REAR EMERG,DK TINT,TEMP
 1 WINDOW,REAR EMERGENCY
 23 WINDOW,S/S,12",TEMP,TINT,BLK
 2 WINDOW,S/S,P/O,12",TEMP,TINT,BLK
 2 WIRING,P/O WINDOW,DRS BUZ ONLY

Body, Windshield / Accessories

1 2 PC CURVED TINTED W/S

Body-Base

5 ALL AMERICAN

Chassis, Accessories**Chassis, Alternator**

1 ALTERNATOR,LEECE-NEVILLE,240 AMP,AVI 160

Chassis, Axles

1 AXLE,REAR,23K LBS,5.29
 1 AXLE,STEER,HENDRICKSON NXT,14600 LBS
 1 LUBRICATION,OIL,PETROLEUM,AXLE
 1 SPACER,SPRNG,2IN,FRONT SUSP
 1 SUSPENSION,AIR,REAR,HENDRICKSON,23K
 1 SUSPENSION,SPRG,FRT,SOFTEK,14600

Chassis, Batteries And Accessories

1 BATTERIES,GROUP 31,THREE
 1 SWITCH,BATTERY DISCONNECT

Chassis, Brakes

1 BRAKE,EXHAUST,VGT
 1 BRAKES,AIR DISC,BENDIX
 1 BRAKES,ANTI-LOCK(ABS),AIR
 1 DRYER,AIR,BENDIX AD-IP
 1 PEDALS,ADJUSTABLE
 1 RESERVOIR,ADDITIONAL WET TANK

Chassis, Bumper

1 BUMPER,FRONT,STEEL 12IN
 1 BUMPER,REAR,STEEL

Chassis, Controls

1 CRUISE CONTROL
 1 GAUGE,MULTIFUNCTION,REAR ENG CMPNT
 1 SWITCH,IGNITION,KEYED ALIKE

Chassis, Cooling System

1 ANTIFREEZE,ES COMPLEAT,CUMMINS (BLUE)
 1 FILTER,COOLANT WATER
 1 FLUID,TRANSMISSION,SYNTHETIC
 1 HOSE,COOL,SILICONE,W/CON TENS CLMP

Chassis, Engines / Transmissions

1 2017 EMISSIONS ENGINE
 1 AIR CLEANER,MULTI STAGE
 1 ENGINE,CUM L9,DSL,300HP@860LB-FT
 1 GOVERNOR,ROAD SPEED,75 MPH
 1 PROGRAM,TCM,PERF,ATI,ALL TRANS
 1 TRANS,ALLISON,3000PTS,6 SPD,

Chassis, Exhaust

1 EXHAUST,PRIMARY,FLEX,SING CAN A/T,CUM
 1 HI TEMPERATURE EXHAUST COOLING
 1 REGEN SETTING,0-MPH

Chassis, Fuel System

1 FILTER,DIESEL,W/F,HEATED,PRIMER PUMP
 1 FUEL SYSTEM,DSL,100 GAL BFR RH FILL
 1 FUEL TANK DOOR,SPRING-LOADED,LOCKING

Chassis, Horn**Chassis, Instruments**

1 CLUSTER,INSTRUMENT,AMETEK
 1 GAUGE,AMMETER,FRONT
 1 GAUGE,SPEEDOMETER, MILES

Chassis, Tires and Wheels

1 BALANCE FRONT WHEELS
 1 CERTIFICATION,4-WHEEL ALIGNMENT
 1 TIRES,HANKOOK,12R22.5,LRH,AH12
 1 WHEEL WEIGHTS, ZINC
 1 WHEELS,STEEL,8.25X22.5 DSC,HUB-PILO

Chassis, Tow Hooks

1 TOW HOOKS, FRONT

Chassis, Wheelbase

1 WHEELBASE,259 INCH

Warranty, Extended

1 WARRANTY S3 IN LIEU OF SB WARRANTY

Distributor Options

1	Lettering
1	Hand held stop sign & holder
1	FE/FAK/Decals - CA specs
1	Electric Air Drains located in driver's compartment
1	Fog lights in front bumper
1	Child Check-Mate system - Meeting CA Requirements
1	MCC AC-12iw1iw1k430f4 Roof Bitzer

Unit Price:	\$166,876.12
Taxable Amount:	\$166,876.12
7.250 % Sales Tax Total:	\$12,098.52
License:	N/A
Total Per Bus w/tax included:	\$178,974.64
Grant Per Bus:	
Trade In:	
Deposit:	
Extended Amount for 1 Unit(s):	\$178,974.64

Signature: _____

Name: _____

Title: _____

Date: _____

By: _____

Tom Scheidt

A-Z Bus Sales, Inc.

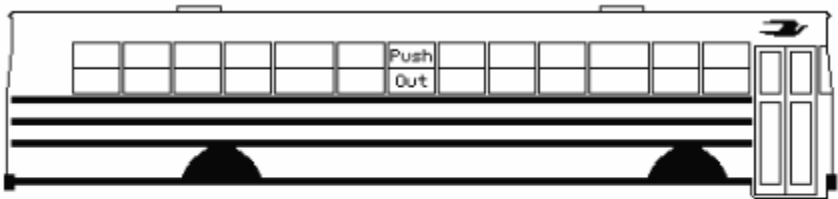
All pricing valid for 30 days, or availability of stock units at time of purchase order. Prices quoted herein are based upon Federal, State, and Local Laws and Regulations governing truck equipment and performance levels in effect as of the date hereof. Buyer will pay for any equipment or performance changes, modifications, or additions required by any changes in such laws or regulations subsequent to the date hereof at the increased cost to Seller.

*All pricing is based upon the Waterford Unified School District piggyback bid awarded to A-Z Bus Sales. A copy of all piggyback bid documents is available from A-Z Bus Sales, Incorporated.

***This is a stock unit and is subject to prior sale.**

***Notice of Intent to Purchase:**

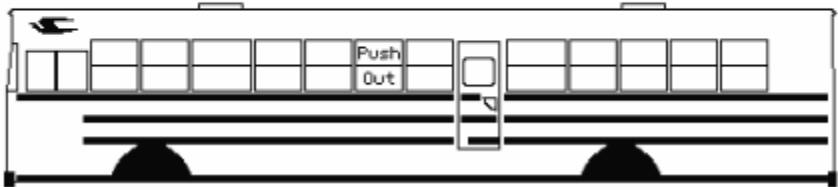
By signing this vehicle quotation above, it signifies the intent of Hanford Elementary School District to purchase the vehicle(s) as listed on this document, from A-Z Bus Sales, Inc. This purchase is based on this Vehicle quotation and is subject to approval by our School Board at their _____ (date) Board meeting. _____ (Initial Here)



SP: 20008 T3RE 3904, 81 CAP



BP: 5011345 T3RE 3904 259 WB



WATERFORD USD CO-OP BID #17/01 PRICE RECONCILIATION

Blue Bird T3RE3904S 259" WB 81 Pax

Cummins ISL9 300 HP Allison 3000 PTS SEM

Base Waterford co-op pricing	\$157,625.18
14) Air disc brakes	\$2,027.00
24d) Child check safety system	\$758.00
28) Strobe lights w/pilot	\$331.00
29) Fog lights in front bumper	\$310.00
43D) 130K BTU Ducted roof mount	\$13,792.00
Discount	(\$7,967.06)
Total per bus + sales tax	\$166,876.12

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 03/26/2018

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 04/11/2018

ITEM:

Consider approval of amendments to previously adopted District prequalification standards.

PURPOSE:

Public Contract Code (“PCC”) section 20111.6 requires the governing board of a school district with an average daily attendance over two thousand five hundred (2,500) to prequalify bidders for public works projects using any funds received pursuant to the Leroy F. Greene School Facilities Act of 1998 (Education Code section 17070.10 *et seq.*) or any funds from any future state school bond for a public project with a projected expenditure of one million dollars (\$1,000,000) or more. For purposes of PCC 20111.6 and public projects that fall within its purview, bidders include the general contractor, and, if utilized, all electrical, mechanical, and plumbing subcontractors. These forms are being updated for to allow contractors to: email/hand deliver forms, provide signed financial statements in lieu of signed certifications and remove the three month requirement for the financial statements.

FISCAL IMPACT:

None.

RECOMMENDATIONS:

Approve amendments to previously adopted District prequalification standards.

ANNOUNCEMENT OF PRE-QUALIFICATION PROCEDURES FOR CONSTRUCTION CONTRACTORS

Notice is hereby given by the Hanford Elementary School District (“District”) that prime or general contractors and mechanical, electrical and plumbing (“MEP”) subcontractors (as defined in Public Contract Code section 20111.6) planning to participate in bidding on certain public projects to be undertaken by the District, must be pre-qualified prior to submitting bids for such public projects. Pursuant to Public Contract Code Section 20111.6 bidders on all public projects using funds received pursuant to the Leroy F. Greene School Facilities Act of 1998 or any funds from any future state school bond that involves a projected public project expenditure of one million dollars (\$1,000,000) or more, must be pre-qualified.

Prequalification application packages are available on the District’s website www.hesd.k12.ca.us or at the District’s main office.

Timeline

In order to submit a valid bid for any project requiring pre-qualification, prospective bidders must submit a pre-qualification questionnaire, a financial statement, and a standardized bidding form at least ten (10) business days prior to the date fixed for the public opening of sealed bids. All prospective bidders must be deemed pre-qualified to bid at least five (5) business days prior to that date.

This prequalification packet includes a questionnaire and financial statement, to be verified under oath. The District will use the information and documentation required by the packet to prequalify general contractors and MEP subcontractors in accordance with Public Contract Code section 20111.6.

Questionnaire

All questions in the questionnaire must be answered. If a question is not applicable, then indicate a response of “N/A”. “You” or “Yours” as used herein refers to the prospective bidders’ firm and any of its owners, officers, principals and qualifying individuals. Any references to owners, officer, principals or partners herein shall include any qualifying individuals including any RME or RMO. If two or more business entities submit a bid on a project as a Joint Venture, or expect to submit a bid as part of a Joint Venture, each entity within the Joint Venture must be separately qualified to bid.

Each questionnaire must be signed under penalty of perjury in the manner designated at the end of the form, by an individual who has the legal authority to bind the contractor on whose behalf that person is signing. If any information provided by a prospective bidder becomes inaccurate, the prospective bidder must immediately notify the District and provide updated accurate information in writing, under penalty of perjury. Each prospective bidder shall have a duly authorized owner, officer or principal complete the questionnaire and verify the truth of the information provided therein and in the financial statement.

Financial Statement

In addition to completing the attached questionnaire, each prospective bidder must submit its most current reviewed or year-end audited financial statement, which must have been prepared by a certified public accountant within twelve (12) months of each prospective bidder's submission of the prequalification package. Each prospective bidder must also provide its most current financial statement. Finally, each prospective bidder must submit a notarized statement from an admitted surety insurer (approved by the California Department of Insurance and authorized to issue bonds in the State of California) which states your current bonding capacity.

Financial statements submitted with this prequalification package shall not be prepared by any individual who is in the regular employ of the firm submitting the statement, nor by any individual or entity who has more than a ten percent (10%) financial interest in the firm's business. If the individual or entity that prepared a financial statement submitted with this prequalification package has any financial interest in the firm's business, the firm shall notify the District of such financial interest in a separate signed statement accompanying this prequalification package.

Submission

Prospective bidders are encouraged to submit prequalification packages as soon as possible, so that they may be notified of prequalification status well in advance of the bid process. The prequalification packages should be sealed, marked "**CONFIDENTIAL PREQUALIFICATION**," and mailed, emailed or hand delivered to the following:

Gerry Mulligan (gmulligan@hanfordesd.org)
 Director of Facilities
 Hanford Elementary School District
 PO Box 1067
 Hanford, CA 93232

The questionnaire answers and financial statements included in the prequalification packages submitted by prospective bidders are not public records and are not open to public inspection. All such information provided will be kept confidential to the extent permitted by law, although the contents may be disclosed to third parties for the purpose of verification, investigation of substantial allegations, and in the process of any subsequent proceedings. State law requires that the names of contractors applying for prequalification status shall be public records subject to disclosure, and the first page of the questionnaire will be used for that purpose.

Evaluation by the District

The District will evaluate the information provided and issue each submitting prospective bidder a rating of "Prequalified" or "Not Prequalified." The District's decision will be based on the information provided, references, and such additional outside information as the District in its discretion deems reasonable and necessary to obtain. The District may, but is not obligated to, investigate the truth of any statements or information provided by a prospective bidder in response hereto.

Prequalification approval will remain valid for one (1) calendar year from the date of notice of qualification, except that the District reserves the right during that calendar year to adjust, increase, limit, suspend or rescind the pre-qualification ratings based on subsequently learned information and after giving notice of the proposed action to the prospective bidder and an opportunity for a hearing consistent with the hearing procedures described below for appealing a pre-qualification determination.

While it is the intent of the prequalification questionnaire and documents required herein to assist the District in determining bidder responsibility prior to the submission of bids and to aid the District in selecting the lowest responsible bidder, neither the fact of prequalification, nor any prequalification rating, will preclude the District from a post-bid consideration and determination on a specific project of whether a bidder has the quality, fitness, capacity and experience to satisfactorily perform the proposed work, and has demonstrated the requisite trustworthiness.

Appeal

A prospective bidder who has timely submitted a completed application form, and who receives a rating of “Not Prequalified” from the District may appeal that determination. There is no appeal from a finding that a prospective bidder is not prequalified because of a late application or a failure to submit required information. A prospective bidder may appeal the District’s decision with respect to its request for prequalification, by giving written notice to the District no later than five (5) business days after receipt of notice of its qualification status. Notice shall be sent to the address listed above. Unless a prospective bidder files a timely appeal, the prospective bidder waives any and all rights to challenge the qualification decision of the District, whether by administrative process, judicial process or any other legal process or proceeding. The District reserves the right to resolve appeals before or after bid opening or award of any contract. The date for submission and opening of bids for a specific project and any subsequent contract award will not be delayed or postponed to allow for completion of an appeal process.

After receipt of a request for appeal, the District will provide the prospective bidder any supporting evidence that has been received from others or adduced as a result of an investigation by the District. The appealing prospective bidder will be provided an opportunity to rebut any evidence. The District, in its sole discretion, may conduct a hearing regarding the prospective bidder’s timely appeal. If such a hearing is conducted, the prospective bidder consents to the District’s Chief Business Official, or his or her designee, to act as the hearing officer.

Bidding

Bids will not be accepted from any prospective bidder that did not timely submit a completed prequalification questionnaire and supporting documents, including financial statements, to the District.

Omission of requested information, falsification of information, or failing to use the forms provided by the District may result in a finding of “not prequalified”.

MEP subcontractors (licensed pursuant to Section 7058 of the Business and Professions Code, specifically contractors holding C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and C-46 licenses) must also meet prequalification requirements on all projects using funds received pursuant to the Leroy F. Greene School Facilities Act of 1998 or any funds from any future state school bond that

involves a projected expenditure of one million dollars (\$1,000,000) or more. If a project includes electrical, mechanical, or plumbing components that will be performed by MEP subcontractors, a list of prequalified general contractors and MEP subcontractors will be made available by the District to all bidders at least five (5) business days prior to the dates fixed for the public opening of sealed bids.

If a general contractor uses any MEP subcontractor required for any project, such MEP subcontractor must be prequalified pursuant to these prequalification forms and requirements. If a MEP subcontractor in any general contractor bid is not prequalified, that bid will not be accepted.

Prospective bidders are warned that a project may have specific requirements that differ or are in addition to being properly prequalified pursuant to these documents. A determination that a contractor or MEP subcontractor is prequalified pursuant to these documents does not automatically mean a contractor or MEP subcontractor meets all of the requirements of a specific project. Prospective bidders are instructed to carefully review the requirements for each project before submitting a bid.

The District reserves the right to amend the prequalification packet at any time. The District reserves the right to waive minor irregularities and omissions in the information contained in the prequalification application submitted and to make all final determinations. Additionally, a determination by the District that a prospective bidder is prequalified does not amount to a final determination that such prospective bidder is responsible or responsive for purposes of bid evaluation. The District may, in accordance with applicable law reject a prequalified contractor's bid, and the District may additionally reject all bids if it determines such action is in the best interest of the public.

HANFORD ELEMENTARY SCHOOL DISTRICT PREQUALIFICATION QUESTIONNAIRE
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IMPORTANT INFORMATION: Please note: Declaration under penalty of perjury (last page of questionnaire) is required under State law. Failure to sign form will invalidate the prequalification packet. A passing score in general for prequalification does not guarantee that bidder will be eligible to bid this particular project. Contractors will receive a separate determination as to the overall prequalification dollar limit.

CONTACT INFORMATION

Contractor _____
(as it appears on license)

Check one of the following:

- ☐ Corporation
☐ Partnership
☐ Sole Proprietorship
☐ Joint Venture

Contact Person: _____

Address (City, State, Zip): _____

Phone: _____ Fax: _____

Email: _____ Company Website: _____

Contractor's License Number(s) and Types (Please include expiration date):

Tax ID Number _____

If firm is a sole proprietor or partnership:

Owner(s) of Company _____

Company Union Status: Union Non-Union

Minority Status: MBE DBE DVBE SBE DBE

Other Minority Certification: _____

<p align="center">HANFORD ELEMENTARY SCHOOL DISTRICT PREQUALIFICATION QUESTIONNAIRE</p>
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PART I. ESSENTIAL REQUIREMENTS FOR QUALIFICATION

Contractor will be immediately disqualified if the answer to any of questions 1 through 6 is “no.”¹

To Contractors seeking prequalification as a subcontractor only: You must respond to all Part I questions, however your response to Part I, Question Number 5 will not be rated.

Contractor will be immediately disqualified if the answer to any of questions 7, 8, 9 or 10 is “yes.”² If the answer to question 9 is “yes,” and if debarment would be the sole reason for denial of pre-qualification, any pre-qualification issued will exclude the debarment period.

1. Contractor possesses a valid and current California Contractor’s license for the project or projects for which it intends to submit a bid.
☐ Yes ☐ No

2. Contractor has a liability insurance policy with a policy limit of at least \$1,000,000 per occurrence and \$2,000,000 aggregate.
☐ Yes ☐ No **(Please provide a current Certificate of Insurance as verification)**

3. Contractor has current workers’ compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 *et. seq.*
☐ Yes ☐ No ☐ Contractor is exempt from this requirement, because it has no employees

4. Have you attached your latest copy of a reviewed or audited financial statement with accompanying notes and supplemental information.³
☐ Yes ☐ No

NOTE: A financial statement that is not either reviewed or audited is not acceptable. A letter verifying availability of a line of credit may also be attached; however, it will be considered as supplemental information only, and is not a substitute for the required financial statement.

¹ A “no” answer to Question 4 will not be disqualifying if the contractor is exempt from complying with Question 4, for reasons explained in footnote 3.

² A contractor disqualified solely because of a “Yes” answer given to question 7, 8, or 10 may appeal the disqualification and provide an explanation of the relevant circumstances during the appeal procedure.

³ Public Contract Code section 20101(e) exempts from this requirement a contractor who has qualified as a small business pursuant to Government Code section 14837(d)(1), if the bid is “no more than 25 per cent of the qualifying amount provided in section 14837(d)(1).” As of August 12, 2013, the qualifying amount is \$10 million, and 25 per cent of that amount, therefore, is \$2.5 million.

5. Have you attached a notarized statement from an admitted surety insurer (approved by the California Department of Insurance) and authorized to issue bonds in the State of California, which states: (a) that your current bonding capacity is sufficient for the project for which you seek pre-qualification if you are seeking pre-qualification for a single project; or (if you are seeking pre-qualification valid for a year) (b) your current available bonding capacity?⁴
☐ Yes ☐ No

NOTE: Notarized statement must be from the surety company, not an agent or broker. Contractors seeking prequalification as a subcontractor only: You must respond to this question, however you will not be rated according to your response.

6. Are you currently registered with the Department of Industrial Relations in accordance with Labor Code section 1725.5?
☐ Yes ☐ No

If yes, what is your registration number _____.

Please submit proof of registration.

7. Has your contractor's license been revoked at any time in the last five years?
☐ Yes ☐ No
8. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was default terminated by the project owner within the last five (5) years?
☐ Yes ☐ No
9. At the time of submitting this pre-qualification form, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7?
☐ Yes ☐ No

If the answer is "Yes," state the beginning and ending dates of the period of debarment:

10. At any time during the last five years, has your firm or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?
☐ Yes ☐ No

⁴ An additional notarized statement from the surety may be requested by the Hanford Elementary School District at the time of submission of a bid, if this pre-qualification package is submitted more than 60 days prior to submission of the bid.

**HANFORD ELEMENTARY SCHOOL DISTRICT PREQUALIFICATION
QUESTIONNAIRE**

**PART II. ORGANIZATION, HISTORY, ORGANIZATIONAL PERFORMANCE,
COMPLIANCE WITH CIVIL AND CRIMINAL LAWS**

A. Current Organization and Structure of the Business

For Firms That Are Corporations:

- 1a. Date incorporated : _____
- 1b. Under the laws of what state: _____
- 1c. Provide all the following information for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the owner of at least ten per cent of the corporation's stock.

Name	Position	Years with Co.	% Ownership	Last four Social Security *

- 1d. Identify every construction firm that any person listed above has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, "owner" and "partner" refer to ownership of ten per cent or more of the business, or 10 per cent or more of its stock, if the business is a corporation.

Person's Name	Construction Firm	Dates of Person's Participation with Firm

For Firms That Are Partnerships:

- 1a. Date of formation: _____
- 1b. Under the laws of what state: _____
- 1c. Provide all the following information for each partner who owns 10 per cent or more of the firm.

Name	Position	Years with Co.	% Ownership	Last four Social Security #'s

*last four numbers of Social Security is suitable.

- 1d. Identify every construction company that any partner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years. **NOTE: For this question, “owner” and “partner” refer to ownership of ten per cent or more of the business, or ten per cent or more of its stock, if the business is a corporation.**

Person's Name	Construction Firm	Dates of Person's Participation with Firm

For Firms That Are Sole Proprietorships:

- 1a. Date of commencement of business. _____
- 1b. Social security number of company owner. _____
- 1c. Identify every construction firm that the business owner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years. **NOTE: For this question, “owner” and “partner” refer to ownership of ten per cent or more of the business, or ten per cent or more of its stock, if the business is a corporation.**

Person's Name	Construction Company	Dates of Person's Participation with Company

For Firms That Intend to Make a Bid as Part of a Joint Venture:

- 1a. Date of commencement of joint venture. _____
- 1b. Provide all of the following information for each firm that is a member of the joint venture that expects to bid on one or more projects:

Name of firm	% Ownership of Joint Venture

B. History of the Business and Organizational Performance

2. How many years has your organization completed work for public agencies? Years: _____

3. Has your organization ever been licensed in California under a different name or different license number?

☐ Yes ☐ No

If “yes,” please list all name(s) and license number(s), on a separate signed page.

4. Are you currently pre-qualified with any other school district?

☐ Yes ☐ No

If yes, please identify the school district(s), with contact information and the dollar rating that you have been pre-qualified for at such school district(s), on a separate signed page.

5. Has there been any change in ownership of the firm at any time during the last three years?
NOTE: A corporation whose shares are publicly traded is not required to answer this question.

☐ Yes ☐ No

If “yes,” explain on a separate signed page.

6. Is the firm a subsidiary, parent, holding company or affiliate of another construction firm?
NOTE: Include information (including license number(s) about other firms if one firm owns 50 per cent or more of another, or if an owner, partner, or officer of your firm holds a similar position in another firm.

☐ Yes ☐ No

If “yes,” explain on a separate signed page. Please include all name(s) and license number(s)

7. Are any corporate officers, partners or owners connected to any other construction firms?
NOTE: Include information about other firms if an owner, partner, or officer of your firm holds a similar position in another firm.

☐ Yes ☐ No

If “yes,” explain on a separate signed page.

List your firm’s gross revenues for each of the last three years:

Year: _____ \$ _____

Year: _____ \$ _____

Year: _____ \$ _____

8. How many years has your organization been in business in California as a contractor under your present business name and license number? _____ Years

9. Is your firm currently the debtor in a bankruptcy case?

☐ Yes ☐ No

If "yes," please attach a copy of the bankruptcy petition, showing the case number, and the date on which the petition was filed.

10. If your firm is not currently in bankruptcy, was your firm in bankruptcy at any time during the last five years?

☐ Yes ☐ No

If "yes," please attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and a copy of the Bankruptcy Court's discharge order, or of any other document that ended the case, if no discharge order was issued.

In what type of construction do you specialize?: _____

What was the largest amount of work completed in one year: _____

Number of projects: _____ Year: _____ Amount of Largest Project: _____

C. Licenses

List all California construction license numbers, classifications and expiration dates of the California contractor licenses held by your firm:

If any of your firm's license(s) are held in the name of a corporation or partnership, list below the names of the qualifying individual(s) listed on the CSLB records who meet(s) the experience and examination requirements for each license.

11. Has your firm changed names or license number in the past five years?

☐ Yes ☐ No

If "yes," explain on a separate signed page, including the reason for the change.

12. Has any owner, partner or (for corporations) officer of your firm operated a construction firm under any other name in the last five years?

☐ Yes ☐ No

If “yes,” explain on a separate signed page, including the reason for the change.

13. Has any CSLB license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five years?

☐ Yes ☐ No

If “yes,” please explain on a separate signed sheet.

D. Surety and Bonding Information

Bonding capacity: **Please provide a letter stating bondability from current surety company.** Also, please provide documentation from your surety (not agency) identifying the following:

NOTE: Contractors seeking prequalification as a subcontractor only: You must respond to this question, however you will not be rated according to your response.

Name of bonding company/surety: _____

Name of surety agent/contact person, address and telephone number:

14. If your firm was required to pay a premium of more than one per cent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one per cent, if you wish to do so. **NOTE: Contractors seeking prequalification as a subcontractor only: You must respond to this question, however you will not be rated according to your response.**

(NOTE: Contractors seeking prequalification as a subcontractor only: Response will not be rated.)

List all other sureties, not agencies (name, contact person, full address, phone number, largest bond obtained) that have written bonds for your firm during the last five years, including the dates during which each wrote the bonds (If necessary, list on separate signed sheet) **NOTE: Contractors seeking prequalification as a subcontractor only: You must respond to this question, however you will not be rated according to your response.:**

-
-
15. During the last five years, has your firm ever been denied bond coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required? **NOTE: Contractors seeking prequalification as a subcontractor only: You must respond to this question, however you will not be rated according to your response.**

☐ Yes ☐ No

If yes, provide details on a separate signed sheet indicating the date when your firm was denied coverage and the name of the company or companies which denied coverage; and the period during which you had no surety bond in place.

(NOTE: Contractors seeking prequalification as a subcontractor only: Response will not be rated.)

16. At any time during the past five years, has any surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf, in connection with a construction project, either public or private? **NOTE: Contractors seeking prequalification as a subcontractor only: You must respond to this question, however you will not be rated according to your response.**

☐ Yes ☐ No

If "yes," explain on a separate signed page the amount of each such claim, the name and telephone number of the claimant, the date of the claim, the grounds for the claim, the present status of the claim, the date of resolution of such claim if resolved, the method by which such was resolved if resolved, the nature of the resolution and the amount, if any, at which the claim was resolved.

(NOTE: Contractors seeking prequalification as a subcontractor only: Response will not be rated.)

17. Has your firm ever failed to complete a contract?

☐ Yes ☐ No

If "yes," explain on a separate signed page.

How many projects is your firm currently bonded for? _____

What are the contract amounts your firm has currently bonded?

Contracts	Amount Bonded

E. Insurance

Insurance Company: _____

Address: _____

City, State, Zip: _____

Phone Number: _____ Facsimile Number: _____

Contact Person: _____

18. How long have you been with this insurance company?

If less than two years, please list prior insurance companies below:

Insurance Company	Address	Phone	Contact Person	Year(s)

19. In the last five years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

☐ Yes ☐ No

If "yes," explain on a separate signed page. Name the insurance carrier, the form of insurance and the year of the refusal.

20. Has your organization ever had insurance terminated by a carrier in the past five (5) years due to an excessive claims history and/or nonpayment of premium?

If "yes," explain on a separate signed sheet. Name the insurance carrier, the form of insurance, and year of termination.

F. Safety Program & Workers' Compensation

Each bidder shall submit a copy of the Table of Contents from bidder's established safety/injury prevention program which complies with the Contract Documents and all applicable governmental regulations. After determination of the successful bidder, its subcontractors must submit a copy of their respective safety/injury prevention programs within five (5) days of the District's request.

Bidder: _____

Signature: _____

By: _____

Date: _____

Each bidder shall submit its workers' compensation experience modification factor. After determination of the successful bidder, its subcontractors must submit their workers compensation modification factor within five (5) days of District's request.

21. List your firm's Experience Modification Rate (EMR) (California Workers' Compensation Insurance) for each of the past premium years:

Current Year: _____

Previous Year: _____

Year Prior to Previous Year: _____

If your EMR for any of these three years is or was 1.25 or higher you may, if you wish, attach a letter of explanation.

22. Within the last five years has there ever been a period when your firm had employees but was without workers' compensation insurance or state-approved self-insurance?

☐ Yes ☐ No

If "yes," please explain the reason for the absence of workers' compensation insurance on a separate signed page. If "No," please provide a statement by your current workers' compensation insurance carrier that verifies periods of workers' compensation insurance coverage for the last five years. (If your firm has been in the construction business for less than five years, provide a statement by your workers' compensation insurance carrier verifying continuous workers' compensation insurance coverage for the period that your firm has been in the construction business.)

G. Compliance with Occupational Safety and Health Laws and with Other Labor Legislation Safety

Each bidder, and its subcontractors, must declare any serious or willful violations of Part 1 (commencing with Section 6300) of Division 5 of the California Labor Code received during the last five years. This information must include all construction work undertaken in the United States by the bidder and any affiliate of the bidder. Separate information shall be submitted for each particular partnership, joint venture, corporation, Limited Liability Company or individual bidder or subcontractor. The bidder or its subcontractors may be requested to submit additional information or explanation of data, which District may require for evaluating the safety record. The term "affiliate" shall mean any firm, corporation, partnership, joint venture, limited liability company or association which is a member, joint venturer or partner of the bidder, or any such entity which owns a substantial interest in, or is owned in common with, the bidder, its subcontractor or any of its members, joint venturers or partners, or any such entity in which the bidder, its subcontractor, or any of their members, joint venturers or partners own a substantial interest.

23. Has your firm ever received a serious or willful safety violation during the last five (5) years?
☐ Yes ☐ No

If "yes," attached a separate signed page describing the violation, including information about the dates, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any.

24. Has CAL OSHA cited and assessed penalties against your firm for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five years? **NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.**
☐ Yes ☐ No

If "yes," attached a separate signed page describing the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.

25. Has the federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five years? **NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.**
☐ Yes ☐ No

If "yes," attach a separate signed page describing each citation.

26. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board or any local authorities cited and assessed penalties against either your firm or the

owner of a project on which your firm was the contractor, in the past five years? **NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.**

☐ Yes ☐ No

If “yes,” attach a separate signed page describing each citation.

27. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?

28. How often do you conduct documented safety inspections on a construction site?
Daily _____ Weekly _____ Quarterly _____

29. Does your firm currently have a safety plan which complies with the current OSHA standards?

☐ Yes ☐ No

30. Have any of your subcontractors you retained ever received a serious or willful industrial safety violation during the last five (5) years?

☐ Yes ☐ No

If “yes,” attach a separate signed page listing each subcontractor, its license number and provide a brief explanation.

H. Prevailing Wage and Apprenticeship Compliance Record

31. Has there been more than one occasion during the last five years in which your firm was required to pay either back wages or penalties for your own firm’s failure to comply with the state’s prevailing wage laws? **NOTE: This question refers only to your own firm’s violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.**

☐ Yes ☐ No

If “yes,” attach a separate signed page or pages, describing the nature of each violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid and the amount of back wages and penalties that you were required to pay.

32. During the last five years, has there been more than one occasion in which your own firm has been penalized or required to pay back wages for failure to comply with the **federal** Davis-Bacon prevailing wage requirements?

☐ Yes ☐ No

If “yes,” attach a separate signed page or pages describing the nature of the violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid, the amount of back wages you were required to pay along with the amount of any penalty paid.

33. Provide the **name, address and telephone number** of the apprenticeship program (approved by the California Apprenticeship Council) from whom you intend to request the dispatch of apprentices to your company for use on any public work project for which you are awarded a contract by the District.

34. If your firm operates its own State-approved apprenticeship program:

- (a) Identify the craft or crafts in which your firm provided apprenticeship training in the past year.
- (b) State the year in which each such apprenticeship program was approved, and attach evidence of the most recent California Apprenticeship Council approval(s) of your apprenticeship program(s).
- (c) State the number of individuals who were employed by your firm as apprentices at any time during the past three years in each apprenticeship and the number of persons who, during the past three years, completed apprenticeships in each craft while employed by your firm.

35. At any time during the last five years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works? **NOTE: You may omit reference to any incident that occurred prior to January 1, 1998, if the violation was by a subcontractor and your firm, as general contractor on a project, had no knowledge of the subcontractor’s violation at the time they occurred.**

☐ Yes ☐ No

If “yes,” provide the date(s) of such findings, and attach copies of the Department’s final decision(s)

I. Disputes

36. At any time in the last five years has your firm been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner?

☐ Yes ☐ No

If yes, explain on a separate signed page, identifying all such projects by owner, owner's address, the date of completion of the project, amount of liquidated damages assessed and all other information necessary to fully explain the assessment of liquidated damages.

37. In the last five years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason? **NOTE: "Associated with" refers to another construction firm in which an owner, partner or officer of your firm held a similar position, and which is listed in response to question 1c or 1d on this form.**

☐ Yes ☐ No

If "yes," explain on a separate signed page. State whether the firm involved was the firm applying for pre-qualification here or another firm. Identify by name of the company, the name of the person within your firm who was associated with that company, the year of the event, the owner of the project, the project and the basis for the action.

38. In the last five years has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?

☐ Yes ☐ No

If "yes," explain on a separate signed page. Identify the year of the event, the owner, the project and the basis for the finding by the public agency.

* * * * *

NOTE: The following two questions refer only to disputes between your firm and the owner of a project. You need not include information about disputes between your firm and a supplier, another contractor, or subcontractor. You need not include information about "pass-through" disputes in which the actual dispute is between a sub-contractor and a project owner. Also, you may omit reference to all disputes about amounts of less than \$50,000.

39. In the past five years has any claim **against** your firm concerning your firm's work on a construction project in California been **filed in court or arbitration**?

☐ Yes ☐ No

If "yes," on separate signed sheets of paper identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim,

the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

40. In the past five years has your firm made any claim against a project owner concerning work on a project in California or payment for a contract in California and **filed that claim in court or arbitration?**
☐ Yes ☐ No

If “yes,” on separate signed sheets of paper identify the claim by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

J. Criminal Matters and Related Civil Suits

41. Has your firm or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?
☐ Yes ☐ No

If “yes,” explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the investigation and the grounds for the finding.

42. Has your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?
☐ Yes ☐ No

If “yes,” explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the conviction and the grounds for the conviction.

43. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?
☐ Yes ☐ No

If “yes,” identify on a separate signed page the person or persons convicted, the court (the county if a state court, the district or location of the federal court), the year and the criminal conduct.

HANFORD ELEMENTARY SCHOOL DISTRICT PREQUALIFICATION QUESTIONNAIRE
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PART III. FINANCIAL INFORMATION

Audited or reviewed statements are required for all construction projects totaling over \$1,000,000 or more (A certificate of a licensed accountant will be required in all cases).

1. COMPLETE THIS CERTIFICATE FOR A REVIEW ONLY OF FINANCIAL STATEMENT

We have reviewed the accompanying financial statement of _____ as of _____. The information included in the financial statement is the representation of the management of the above firm.

Based on our review with the exception of the matter(s) described in the following paragraph(s), we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with generally accepted accounting principles.

(Type Name of Firm)

(Accountant Signature)

(Telephone Number)

(License Number)

(NOTE THIS REVIEW CONSISTS PRINCIPALLY OF INQUIRIES OF MANAGEMENT AND APPROPRIATE ANALYTICAL PROCEDURES APPLIED TO THIS FINANCIAL DATA. IT IS SUBSTANTIALLY LESS IN SCOPE THAN AN EXAMINATION IN ACCORDANCE WITH GENERALLY ACCEPTED AUDITING STANDARDS, THE OBJECTIVE OF WHICH IS THE EXPRESSION OF AN OPINION REGARDING THE FINANCIAL STATEMENTS TAKEN AS A WHOLE. ACCORDINGLY, WE HAVE NOT EXPRESSED SUCH AN OPINION.)

(NOTE FINANCIAL STATEMENTS THAT HAVE BEEN SIGNED BY A LICENCED ACCOUNTANT WILL BE ACCEPTED IN LEIU OF THIS CERTIFICATON.)

HANFORD ELEMENTARY SCHOOL DISTRICT PREQUALIFICATION QUESTIONNAIRE
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PART IV. FINANCIAL INFORMATION

Audited or reviewed statements are required for all construction projects totaling over \$1,000,000 or more (A certificate of a licensed accountant will be required in all cases)

1. COMPLETE THIS CERTIFICATE FOR AN AUDIT OF FINANCIAL STATEMENT

STATE OF: _____

We have examined the Financial Statement of _____ as of _____. Our examination was made in accordance with generally accepted auditing standards, and accordingly included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances.

In our opinion, the accompanying financial statement included on pages _____ to _____, inclusive, sets forth fairly, in all material respects, the financial condition of _____ as of _____, in conformity with generally accepted accounting principles.

(Type Name of Firm)

(Accountant Signature)

(Telephone Number)

(License Number)

Special Note to Accountant: the above Certificate of Accountant shall not be made by any individual who is in the regular employ of the individual, partnership or corporation submitting the statement; or by any individual who is a member of the firm with more than ten percent financial interest.

(NOTE FINANCIAL STATEMENTS THAT HAVE BEEN SIGNED BY A LICENCED ACCOUNTANT WILL BE ACCEPTED IN LEIU OF THIS CERTIFICATON.)

HANFORD ELEMENTARY SCHOOL DISTRICT PREQUALIFICATION QUESTIONNAIRE
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ACCOUNTANT'S RELEASE LETTER

By signing the form below, I authorize the Hanford Elementary School District to contact our company's licensed accounting firm to verify our most recent audited or reviewed financial statement. I understand the financial statement is confidential information and is not open to public inspection.

Signature

Printed Name / Title

Company Name

Date

HANFORD ELEMENTARY SCHOOL DISTRICT PREQUALIFICATION QUESTIONNAIRE
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**PREQUALIFICATION STATEMENT FOR
HANFORD ELEMENTARY SCHOOL DISTRICT**

Each prospective bidder must have a current and active license at the time of the award and must submit the following information on this form.

DECLARATION

I, _____ (printed name) hereby declare that I am the _____ (title) of _____ (name of bidder) submitting this Prequalification Statement; that I am duly authorized to execute this Prequalification Statement on behalf of the above-named company; and that all information set forth in this Prequalification Statement and all attachments hereto are, to the best of my knowledge, true, accurate, and complete as of its submission date. I acknowledge that any false statements, inaccuracies or failure to disclose are grounds for disqualification. In executing this Declaration, I hereby permit the Hanford Elementary School District to contact any owner, school district, contractor, subcontractor, supplier or any other party that the Hanford Elementary School District deems relevant for purposes of verifying or gathering any information necessary to complete the evaluation of this pre-qualification submittal.

I declare, under penalty of perjury, that the foregoing is true and correct and that this declaration was

Subscribed at _____ (location and city), County of _____, State of _____, on _____ (date).

(Signature)

(If signed by other than the sole proprietor, a general partner, or corporate officer, attach original notarized power of attorney or corporate resolution.)

All information submitted for prequalification evaluation will be considered official information acquired in confidence and the District will maintain its confidentiality to the extent permitted by law.

ANNOUNCEMENT OF PRE-QUALIFICATION PROCEDURES FOR CONSTRUCTION CONTRACTORS

Notice is hereby given by the Hanford Elementary School District (“District”) that prime or general contractors and mechanical, electrical and plumbing (“MEP”) subcontractors (as defined in Public Contract Code section 20111.6) planning to participate in bidding on certain public projects to be undertaken by the District, must be pre-qualified prior to submitting bids for such public projects. Pursuant to Public Contract Code Section 20111.6 bidders on all public projects using funds received pursuant to the Leroy F. Greene School Facilities Act of 1998 or any funds from any future state school bond that involves a projected public project expenditure of one million dollars (\$1,000,000) or more, must be pre-qualified.

Prequalification application packages are available on the District’s website www.hesd.k12.ca.us or at the District’s main office.

Timeline

In order to submit a valid bid for any project requiring pre-qualification, prospective bidders must submit a pre-qualification questionnaire, a financial statement, and a standardized bidding form at least ten (10) business days prior to the date fixed for the public opening of sealed bids. All prospective bidders must be deemed pre-qualified to bid at least five (5) business days prior to that date.

This prequalification packet includes a questionnaire and financial statement, to be verified under oath. The District will use the information and documentation required by the packet to prequalify general contractors and MEP subcontractors in accordance with Public Contract Code section 20111.6.

Questionnaire

All questions in the questionnaire must be answered. If a question is not applicable, then indicate a response of “N/A”. “You” or “Yours” as used herein refers to the prospective bidders’ firm and any of its owners, officers, principals and qualifying individuals. Any references to owners, officer, principals or partners herein shall include any qualifying individuals including any RME or RMO. If two or more business entities submit a bid on a project as a Joint Venture, or expect to submit a bid as part of a Joint Venture, each entity within the Joint Venture must be separately qualified to bid.

Each questionnaire must be signed under penalty of perjury in the manner designated at the end of the form, by an individual who has the legal authority to bind the contractor on whose behalf that person is signing. If any information provided by a prospective bidder becomes inaccurate, the prospective bidder must immediately notify the District and provide updated accurate information in writing, under penalty of perjury. Each prospective bidder shall have a duly authorized owner, officer or principal complete the questionnaire and verify the truth of the information provided therein and in the financial statement.

Financial Statement

In addition to completing the attached questionnaire, each prospective bidder must submit its most current reviewed or year-end audited financial statement, which must have been prepared by a certified public accountant within twelve (12) months of each prospective bidder's submission of the prequalification package. Each prospective bidder must also provide its most current financial statement. Finally, each prospective bidder must submit a notarized statement from an admitted surety insurer (approved by the California Department of Insurance and authorized to issue bonds in the State of California) which states your current bonding capacity.

Financial statements submitted with this prequalification package shall not be prepared by any individual who is in the regular employ of the firm submitting the statement, nor by any individual or entity who has more than a ten percent (10%) financial interest in the firm's business. If the individual or entity that prepared a financial statement submitted with this prequalification package has any financial interest in the firm's business, the firm shall notify the District of such financial interest in a separate signed statement accompanying this prequalification package.

Submission

Prospective bidders are encouraged to submit prequalification packages as soon as possible, so that they may be notified of prequalification status well in advance of the bid process. The prequalification packages should be sealed, marked "**CONFIDENTIAL PREQUALIFICATION**," and mailed, emailed or hand delivered to the following:

Gerry Mulligan (gmulligan@hanfordesd.org)
Director of Facilities
Hanford Elementary School District
PO Box 1067
Hanford, CA 93232

The questionnaire answers and financial statements included in the prequalification packages submitted by prospective bidders are not public records and are not open to public inspection. All such information provided will be kept confidential to the extent permitted by law, although the contents may be disclosed to third parties for the purpose of verification, investigation of substantial allegations, and in the process of any subsequent proceedings. State law requires that the names of contractors applying for prequalification status shall be public records subject to disclosure, and the first page of the questionnaire will be used for that purpose.

Evaluation by the District

The District will evaluate the information provided and issue each submitting prospective bidder a rating of "Prequalified" or "Not Prequalified." The District's decision will be based on the information provided, references, and such additional outside information as the District in its discretion deems reasonable and necessary to obtain. The District may, but is not obligated to, investigate the truth of any statements or information provided by a prospective bidder in response hereto.

Prequalification approval will remain valid for one (1) calendar year from the date of notice of qualification, except that the District reserves the right during that calendar year to adjust, increase, limit, suspend or rescind the pre-qualification ratings based on subsequently learned information and after giving notice of the proposed action to the prospective bidder and an opportunity for a hearing consistent with the hearing procedures described below for appealing a pre-qualification determination.

While it is the intent of the prequalification questionnaire and documents required herein to assist the District in determining bidder responsibility prior to the submission of bids and to aid the District in selecting the lowest responsible bidder, neither the fact of prequalification, nor any prequalification rating, will preclude the District from a post-bid consideration and determination on a specific project of whether a bidder has the quality, fitness, capacity and experience to satisfactorily perform the proposed work, and has demonstrated the requisite trustworthiness.

Appeal

A prospective bidder who has timely submitted a completed application form, and who receives a rating of “Not Prequalified” from the District may appeal that determination. There is no appeal from a finding that a prospective bidder is not prequalified because of a late application or a failure to submit required information. A prospective bidder may appeal the District’s decision with respect to its request for prequalification, by giving written notice to the District no later than five (5) business days after receipt of notice of its qualification status. Notice shall be sent to the address listed above. Unless a prospective bidder files a timely appeal, the prospective bidder waives any and all rights to challenge the qualification decision of the District, whether by administrative process, judicial process or any other legal process or proceeding. The District reserves the right to resolve appeals before or after bid opening or award of any contract. The date for submission and opening of bids for a specific project and any subsequent contract award will not be delayed or postponed to allow for completion of an appeal process.

After receipt of a request for appeal, the District will provide the prospective bidder any supporting evidence that has been received from others or adduced as a result of an investigation by the District.

The appealing prospective bidder will be provided an opportunity to rebut any evidence. The District, in its sole discretion, may conduct a hearing regarding the prospective bidder’s timely appeal. If such a hearing is conducted, the prospective bidder consents to the District’s Chief Business Official, or his or her designee, to act as the hearing officer.

Bidding

Bids will not be accepted from any prospective bidder that did not timely submit a completed prequalification questionnaire and supporting documents, including financial statements, to the District. Omission of requested information, falsification of information, or failing to use the forms provided by the District may result in a finding of “not prequalified”.

MEP subcontractors (licensed pursuant to Section 7058 of the Business and Professions Code, specifically contractors holding C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and C-46 licenses) must also meet prequalification requirements on all projects using funds received pursuant

to the Leroy F. Greene School Facilities Act of 1998 or any funds from any future state school bond that involves a projected expenditure of one million dollars (\$1,000,000) or more. If a project includes electrical, mechanical, or plumbing components that will be performed by MEP subcontractors, a list of prequalified general contractors and MEP subcontractors will be made available by the District to all bidders at least five (5) business days prior to the dates fixed for the public opening of sealed bids.

If a general contractor uses any MEP subcontractor required for any project, such MEP subcontractor must be prequalified pursuant to these prequalification forms and requirements. If a MEP subcontractor in any general contractor bid is not prequalified, that bid will not be accepted.

Prospective bidders are warned that a project may have specific requirements that differ or are in addition to being properly prequalified pursuant to these documents. A determination that a contractor or MEP subcontractor is prequalified pursuant to these documents does not automatically mean a contractor or MEP subcontractor meets all of the requirements of a specific project. Prospective bidders are instructed to carefully review the requirements for each project before submitting a bid.

The District reserves the right to amend the prequalification packet at any time. The District reserves the right to waive minor irregularities and omissions in the information contained in the prequalification application submitted and to make all final determinations. Additionally, a determination by the District that a prospective bidder is prequalified does not amount to a final determination that such prospective bidder is responsible or responsive for purposes of bid evaluation. The District may, in accordance with applicable law reject a prequalified contractor's bid, and the District may additionally reject all bids if it determines such action is in the best interest of the public.

HANFORD ELEMENTARY SCHOOL DISTRICT PREQUALIFICATION QUESTIONNAIRE
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IMPORTANT INFORMATION: Please note: Declaration under penalty of perjury (last page of questionnaire) is required under State law. Failure to sign form will invalidate the prequalification packet. A passing score in general for prequalification does not guarantee that bidder will be eligible to bid this particular project. Contractors will receive a separate determination as to the overall prequalification dollar limit.

CONTACT INFORMATION

Contractor _____
(as it appears on license)

Check one of the following:

- ☐ Corporation
☐ Partnership
☐ Sole Proprietorship
☐ Joint Venture

Contact Person: _____

Address (City, State, Zip): _____

Phone: _____ Fax: _____

Email: _____ Company Website: _____

Contractor's License Number(s) and Types (Please include expiration date):

Tax ID Number _____

If firm is a sole proprietor or partnership:

Owner(s) of Company _____

Company Union Status: Union Non-Union

Minority Status: MBE DBE DVBE SBE DBE

Other Minority Certification: _____

HANFORD ELEMENTARY SCHOOL DISTRICT PREQUALIFICATION QUESTIONNAIRE
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PART I. ESSENTIAL REQUIREMENTS FOR QUALIFICATION

Contractor will be immediately disqualified if the answer to any of questions 1 through 6 is “no.”¹

To Contractors seeking prequalification as a subcontractor only: You must respond to all Part I questions, however your response to Part I, Question Number 5 will not be rated.

Contractor will be immediately disqualified if the answer to any of questions 7, 8, 9 or 10 is “yes.”² If the answer to question 9 is “yes,” and if debarment would be the sole reason for denial of pre-qualification, any pre-qualification issued will exclude the debarment period.

1. Contractor possesses a valid and current California Contractor’s license for the project or projects for which it intends to submit a bid.
☐ Yes ☐ No
2. Contractor has a liability insurance policy with a policy limit of at least \$1,000,000 per occurrence and \$2,000,000 aggregate.
☐ Yes ☐ No **(Please provide a current Certificate of Insurance as verification)**
3. Contractor has current workers’ compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 *et. seq.*
☐ Yes ☐ No ☐ Contractor is exempt from this requirement, because it has no employees
4. Have you attached your latest copy of a reviewed or audited financial statement with accompanying notes and supplemental information.³
☐ Yes ☐ No

NOTE: A financial statement that is not either reviewed or audited is not acceptable. A letter verifying availability of a line of credit may also be attached; however, it will be considered as supplemental information only, and is not a substitute for the required financial statement.

¹ A “no” answer to Question 4 will not be disqualifying if the contractor is exempt from complying with Question 4, for reasons explained in footnote 3.

² A contractor disqualified solely because of a “Yes” answer given to question 7, 8, or 10 may appeal the disqualification and provide an explanation of the relevant circumstances during the appeal procedure.

³ Public Contract Code section 20101(e) exempts from this requirement a contractor who has qualified as a small business pursuant to Government Code section 14837(d)(1), if the bid is “no more than 25 per cent of the qualifying amount provided in section 14837(d)(1).” As of August 12, 2013, the qualifying amount is \$10 million, and 25 per cent of that amount, therefore, is \$2.5 million.

5. Have you attached a notarized statement from an admitted surety insurer (approved by the California Department of Insurance) and authorized to issue bonds in the State of California, which states: (a) that your current bonding capacity is sufficient for the project for which you seek pre-qualification if you are seeking pre-qualification for a single project; or (if you are seeking pre-qualification valid for a year) (b) your current available bonding capacity?⁴

☐ Yes ☐ No

NOTE: Notarized statement must be from the surety company, not an agent or broker. Contractors seeking prequalification as a subcontractor only: You must respond to this question, however you will not be rated according to your response.

6. Are you currently registered with the Department of Industrial Relations in accordance with Labor Code section 1725.5?

☐ Yes ☐ No

If yes, what is your registration number _____.

Please submit proof of registration.

7. Has your contractor's license been revoked at any time in the last five years?

☐ Yes ☐ No

8. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was default terminated by the project owner within the last five (5) years?

☐ Yes ☐ No

9. At the time of submitting this pre-qualification form, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7?

☐ Yes ☐ No

If the answer is "Yes," state the beginning and ending dates of the period of debarment:

10. At any time during the last five years, has your firm, or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?

☐ Yes ☐ No

⁴ An additional notarized statement from the surety may be requested by the Hanford Elementary School District at the time of submission of a bid, if this pre-qualification package is submitted more than 60 days prior to submission of the bid

HANFORD ELEMENTARY SCHOOL DISTRICT PREQUALIFICATION QUESTIONNAIRE

PART II. ORGANIZATION, HISTORY, ORGANIZATIONAL PERFORMANCE, COMPLIANCE WITH CIVIL AND CRIMINAL LAWS

A. Current Organization and Structure of the Business

For Firms That Are Corporations:

- 1a. Date incorporated : _____
- 1b. Under the laws of what state: _____
- 1c. Provide all the following information for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the owner of at least ten per cent of the corporation's stock.

Name	Position	Years with Co.	% Ownership	Last four Social Security *

- 1d. Identify every construction firm that any person listed above has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.
NOTE: For this question, "owner" and "partner" refer to ownership of ten per cent or more of the business, or 10 per cent or more of its stock, if the business is a corporation.

Person's Name	Construction Firm	Dates of Person's Participation with Firm

For Firms That Are Partnerships:

- 1a. Date of formation: _____
- 1b. Under the laws of what state: _____
- 1c. Provide all the following information for each partner who owns 10 per cent or more of the firm.

Name	Position	Years with Co.	% Ownership	Last four Social Security #'s

*last four numbers of Social Security is suitable.

- 1d. Identify every construction company that any partner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years. **NOTE: For this question, “owner” and “partner” refer to ownership of ten per cent or more of the business, or ten per cent or more of its stock, if the business is a corporation.**

Person's Name	Construction Company	Dates of Person's Participation with Company

For Firms That Are Sole Proprietorships:

- 1a. Date of commencement of business. _____
- 1b. Social security number of company owner. _____
- 1c. Identify every construction firm that the business owner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years. **NOTE: For this question, “owner” and “partner” refer to ownership of ten per cent or more of the business, or ten per cent or more of its stock, if the business is a corporation.**

Person's Name	Construction Company	Dates of Person's Participation with Company

For Firms That Intend to Make a Bid as Part of a Joint Venture:

- 1a. Date of commencement of joint venture. _____
- 1b. Provide all of the following information for each firm that is a member of the joint venture that expects to bid on one or more projects:

Name of firm	% Ownership of Joint Venture

B. History of the Business and Organizational Performance

2. How many years has your organization completed work for public agencies? Years:_____

6 or more years=5

5 years=4

4 years=3

3 years=2

1 full year =1

3. Has your organization ever been licensed in California under a different name or different license number?

☐ Yes ☐ No

If “yes,” please list all name(s) and license number(s), on a separate signed page.

No=3; Yes=(Adjustment to 2 if reason for different name or different license number is a because of a legal merger.)

4. Are you currently pre-qualified with any other school district?

☐ Yes ☐ No

If yes, please identify the school district(s), with contact information and the dollar rating that you have been pre-qualified for at such school district(s), on a separate signed page.

No=0; Yes=3

5. Has there been any change in ownership of the firm at any time during the last three years?
NOTE: A corporation whose shares are publicly traded is not required to answer this question.

☐ Yes ☐ No

If “yes,” explain on a separate signed page.

No=3; Yes=0

6. Is the firm a subsidiary, parent, holding company or affiliate of another construction firm?
NOTE: Include information (including license number(s) about other firms if one firm owns 50 per cent or more of another, or if an owner, partner, or officer of your firm holds a similar position in another firm.

☐ Yes ☐ No

If “yes,” explain on a separate signed page. Please include all name(s) and license number(s)

No=3; Yes=0 (Adjustment to 2 if reason firm is a subsidiary, parent, holding company or affiliate of another construction firm is because of a legal merger.)

7. Are any corporate officers, partners or owners connected to any other construction firms?
NOTE: Include information about other firms if an owner, partner, or officer of your firm holds a similar position in another firm.

☐ Yes ☐ No

If "yes," explain on a separate signed page.

No=3; Yes =0 (Adjustment to 2 if the name of other construction firms corporate officers, partners or owners are connected to, are connected to current applicant firm by way of legal merger.)

List your firm's gross revenues for each of the last three years:

Year: _____ \$ _____

Year: _____ \$ _____

Year: _____ \$ _____

8. How many years has your organization been in business in California as a contractor under your present business name and license number? _____ Years

6 or more years=5

5 years=4

4 years=3

2-3 years=2

1 full year=1

9. Is your firm currently the debtor in a bankruptcy case?

☐ Yes ☐ No

If "yes," please attach a copy of the bankruptcy petition, showing the case number, and the date on which the petition was filed.

No=3; Yes=0

10. If your firm is not currently in bankruptcy, was your firm in bankruptcy at any time during the last five years?

☐ Yes ☐ No

If "yes," please attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and a copy of the Bankruptcy Court's discharge order, or of any other document that ended the case, if no discharge order was issued.

In what type of construction do you specialize?: _____

No=3; Yes=0

What was the largest amount of work completed in one year: _____

Number of projects: _____ Year: _____ Amount of Largest Project: _____

C. Licenses

List all California construction license numbers, classifications and expiration dates of the California contractor licenses held by your firm:

If any of your firm's license(s) are held in the name of a corporation or partnership, list below the names of the qualifying individual(s) listed on the CSLB records who meet(s) the experience and examination requirements for each license.

11. Has your firm changed names or license number in the past five years?

☐ Yes ☐ No

If "yes," explain on a separate signed page, including the reason for the change.

No=3; Yes=0 (Adjustment to 2 if reason for changed name or license number because of a legal merger)

12. Has any owner, partner or (for corporations) officer of your firm operated a construction firm under any other name in the last five years?

☐ Yes ☐ No

If "yes," explain on a separate signed page, including the reason for the change.

No=3; Yes =0 (Adjustment to 2 if name of other firm operated by any owner, partner or (for corporations) officer was or is a firm that legally merged with current applicant firm.)

13. Has any CSLB license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five years?

☐ Yes ☐ No

If "yes," please explain on a separate signed sheet.

No=5; Yes=0

D. Surety and Bonding Information

Bonding capacity: **Please provide a letter stating bondability from current surety company.** Also, please provide documentation from your surety (not agency) identifying the following: **NOTE: Contractors seeking prequalification as a subcontractor only: You must respond to this question, however you will not be rated according to your response.**

Name of bonding company/surety: _____

Name of surety agent/contact person, address and telephone number:

14. If your firm was required to pay a premium of more than one per cent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one per cent, if you wish to do so. **NOTE: Contractors seeking prequalification as a subcontractor only: You must respond to this question, however you will not be rated according to your response.**

No=5

Over 1% but not over 1.25%=4

Over 1.25% but not over 1.5%=3

Over 1.5%=0

(NOTE: Contractors seeking prequalification as a subcontractor only: Response will not be rated.)

List all other sureties, not agencies (name, contact person, full address, phone number, largest bond obtained) that have written bonds for your firm during the last five years, including the dates during which each wrote the bonds (If necessary, list on separate signed sheet) **NOTE: Contractors seeking prequalification as a subcontractor only: You must respond to this question, however you will not be rated according to your response.**

15. During the last five years, has your firm ever been denied bond coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required? **NOTE: Contractors seeking**

prequalification as a subcontractor only: You must respond to this question, however you will not be rated according to your response.

☐ Yes ☐ No

If yes, provide details on a separate signed sheet indicating the date when your firm was denied coverage and the name of the company or companies which denied coverage; and the period during which you had no surety bond in place.

No=25; Yes=0

(NOTE: Contractors seeking prequalification as a subcontractor only: Response will not be rated.)

16. At any time during the past five years, has any surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf, in connection with a construction project, either public or private? **NOTE: Contractors seeking prequalification as a subcontractor only: You must respond to this question, however you will not be rated according to your response.**

☐ Yes ☐ No

If "yes," explain on a separate signed page the amount of each such claim, the name and telephone number of the claimant, the date of the claim, the grounds for the claim, the present status of the claim, the date of resolution of such claim if resolved, the method by which such was resolved if resolved, the nature of the resolution and the amount, if any, at which the claim was resolved.

No=25

Yes (1 claim)=20

Yes (2 claims)=10

Yes (more than 2 claims)=SUBTRACT 5 points

(NOTE: Contractors seeking prequalification as a subcontractor only: Response will not be rated.)

17. Has your firm ever failed to complete a contract?

☐ Yes ☐ No

If "yes," explain on a separate signed page.

No=25; Yes=0

How many projects is your firm currently bonded for? _____

What are the contract amounts your firm has currently bonded?

Contracts	Amount Bonded

E. Insurance

Insurance Company: _____

Address: _____

City, State, Zip: _____

Phone Number: _____ Facsimile Number: _____

Contact Person: _____

18. How long have you been with this insurance company?

5 or more years=3

2 to 4 years=1

1 year or less=0

If less than two years, please list prior insurance companies below:

Insurance Company	Address	Phone	Contact Person	Year(s)

19. In the last five years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

☐ Yes ☐ No

If “yes,” explain on a separate signed page. Name the insurance carrier, the form of insurance and the year of the refusal.

No=5

Yes (1 instance)=5

Yes (2 instances)=3

Yes (more than 2 instances)=0

20. Has your organization ever had insurance terminated by a carrier in the past five (5) years due to an excessive claims history and/or nonpayment of premium?

If “yes,” explain on a separate signed sheet. Name the insurance carrier, the form of insurance, and year of termination.

No=3; Yes=0

F. Safety Program & Workers’ Compensation

Each bidder shall submit a copy of the Table of Contents from bidder’s established safety/injury prevention program which complies with the Contract Documents and all applicable governmental regulations. After determination of the successful bidder, its subcontractors must submit a copy of their respective safety/injury prevention programs within five (5) days of the District’s request.

Bidder: _____

Signature: _____

By: _____

Date: _____

Each bidder shall submit its workers’ compensation experience modification factor. After determination of the successful bidder, its subcontractors must submit their workers compensation modification factor within five (5) days of District’s request.

21. List your firm’s Experience Modification Rate (EMR) (California Workers’ Compensation Insurance) for each of the past premium years:

Current Year: _____

Previous Year: _____

Year Prior to Previous Year: _____

If your EMR for any of these three years is or was 1.25 or higher you may, if you wish, attach a letter of explanation.

3 year average EMR of .95 or less=5 points

3 year average EMR of over .95 but no more than 1.0=3 points

Over 1.0=0

22. Within the last five years has there ever been a period when your firm had employees but was without workers' compensation insurance or state-approved self-insurance?

☐ Yes ☐ No

If "yes," please explain the reason for the absence of workers' compensation insurance on a separate signed page. If "No," please provide a statement by your current workers' compensation insurance carrier that verifies periods of workers' compensation insurance coverage for the last five years. (If your firm has been in the construction business for less than five years, provide a statement by your workers' compensation insurance carrier verifying continuous workers' compensation insurance coverage for the period that your firm has been in the construction business.)

No=5

Yes (1 instance)=5

Any other answer=0

G. Compliance with Occupational Safety and Health Laws and with Other Labor Legislation Safety

Each bidder, and its subcontractors, must declare any serious or willful violations of Part 1 (commencing with Section 6300) of Division 5 of the California Labor Code received during the last five years. This information must include all construction work undertaken in the United States by the bidder and any affiliate of the bidder. Separate information shall be submitted for each particular partnership, joint venture, corporation, Limited Liability Company or individual bidder or subcontractor. The bidder or its subcontractors may be requested to submit additional information or explanation of data, which District may require for evaluating the safety record. The term "affiliate" shall mean any firm, corporation, partnership, joint venture, limited liability company or association which is a member, joint venturer or partner of the bidder, or any such entity which owns a substantial interest in, or is owned in common with, the bidder, its subcontractor or any of its members, joint venturers or partners, or any such entity in which the bidder, its subcontractor, or any of their members, joint venturers or partners own a substantial interest.

23. Has your firm ever received a serious or willful safety violation during the last five (5) years?

☐ Yes ☐ No

If "yes," attached a separate signed page describing the violation, including information about the dates, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any.

No=3

Yes=1

Yes=0 (more than 1 occasion)

24. Has CAL OSHA cited and assessed penalties against your firm for any “serious,” “willful” or “repeat” violations of its safety or health regulations in the past five years? **NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.**
- ☐ Yes ☐ No

If “yes,” attached a separate signed page describing the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.

If the firm’s average gross revenues for the last three years were less than \$50 million, scoring is as follows:

No=5

Yes = (1 instance)=5

Yes = (2 instance)=3

Yes=(more than 2 instances)=0

If the firm’s average gross revenues for the last three years were more than \$50 million, scoring is as follows:

No =5

Yes (1,2, or 3 such instances)=5

Yes (4 or 5 such instances)=3

Yes (more than 5 instances)=0

25. Has the federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five years? **NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.**
- ☐ Yes ☐ No

If “yes,” attach a separate signed page describing each citation.

If the firm's average gross revenues for the last three years were less than \$50 million, scoring is as follows:

No=5

Yes=(1 instance)=5

Yes (2 instances)=3

Yes (more than 2 instances)=0

If the firm's average gross revenues for the last three years were more than \$50 million, scoring is as follows:

No=5

Yes (1, 2, or 3 such instances)=5

Yes (4 or 5 such instances)=3

Yes (more than 5 instances)=0

26. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board or any local authorities cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past five years? **NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.**

☐ Yes ☐ No

If "yes," attach a separate signed page describing each citation.

If the firm's average gross revenues for the last three years were less than \$50 million, scoring is as follows:

No=5

Yes= (1 instance)=5

Yes (2 instances)=3

Yes (more than 2 instances)=0

If the firm's average gross revenues for the last three years were more than \$50 million, scoring is as follows:

No=5

Yes (1, 2, or 3 such instances)=5

Yes (4 or 5 such instances)=3

Yes (more than 5 instances)=0

27. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?

Meeting once a week or more=3

Any other=0

28. How often do you conduct documented safety inspections on a construction site?

Daily _____ Weekly _____ Quarterly _____

Meeting daily=3

Meeting weekly=1

Any other=0

29. Does your firm currently have a safety plan which complies with the current OSHA standards?

☐ Yes ☐ No

Yes=3; No=0

30. Have any of your subcontractors you retained ever received a serious or willful industrial safety violation during the last five (5) years?

☐ Yes ☐ No

If “yes,” attach a separate signed page listing each subcontractor, its license number and provide a brief explanation.

No=3; Yes=1 (1 occasion); Yes=0 (more than 1 occasion)

H. Prevailing Wage and Apprenticeship Compliance Record

31. Has there been more than one occasion during the last five years in which your firm was required to pay either back wages or penalties for your own firm’s failure to comply with the state’s prevailing wage laws? **NOTE: This question refers only to your own firm’s violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.**

☐ Yes ☐ No

If “yes,” attach a separate signed page or pages, describing the nature of each violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid and the amount of back wages and penalties that you were required to pay.

If the firm’s average gross revenues for the last three years were less than \$50million, scoring is as follows:

No=5

Yes (1 or 2 such instances)=5

Yes (3 instances =3

Yes (more than 3 instances)=0

If the firm's average gross revenues for the last three years were more than \$50million, scoring is as follows:

No=5

Yes (no more than 4 instances)=5

Yes (5or 6 instances)=3

Yes (more than 6 instances)=0

32. During the last five years, has there been more than one occasion in which your own firm has been penalized or required to pay back wages for failure to comply with the **federal** Davis-Bacon prevailing wage requirements?

☐ Yes ☐ No

If "yes," attach a separate signed page or pages describing the nature of the violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid, the amount of back wages you were required to pay along with the amount of any penalty paid.

If the firm's average gross revenues for the last three years were less than \$50million, scoring is as follows:

No=5

Yes (1 or 2 such instances)=5

Yes (3 instances)=3

Yes (more than 3 instances)=0

If the firm's average gross revenues for the last three years were more than \$50million, scoring is as follows:

No=5

Yes (no more than 4 instances)=5

Yes (5 or 6 instances)=3

No=5; Yes (1 or 2 such instances)=5; Yes (3 instances)=3

Yes (more than 3 instances)=0

33. Provide the **name, address and telephone number** of the apprenticeship program (approved by the California Apprenticeship Council) from whom you intend to request the dispatch of apprentices to your company for use on any public work project for which you are awarded a contract by the District.

If at least one approved apprenticeship program listed=5 points

Any other answer=0

34. If your firm operates its own State-approved apprenticeship program:

- (a) Identify the craft or crafts in which your firm provided apprenticeship training in the past year.
- (b) State the year in which each such apprenticeship program was approved, and attach evidence of the most recent California Apprenticeship Council approval(s) of your apprenticeship program(s).
- (c) State the number of individuals who were employed by your firm as apprentices at any time during the past three years in each apprenticeship and the number of persons who, during the past three years, completed apprenticeships in each craft while employed by your firm.

If one or more persons completed an approved apprenticeship program while employed by the firm=5 points;

If no persons completed an approved apprenticeship while employed by the firm=0 points

35. At any time during the last five years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works? **NOTE: You may omit reference to any incident that occurred prior to January 1, 1998, if the violation was by a subcontractor and your firm, as general contractor on a project, had no knowledge of the subcontractor's violation at the time they occurred.**

☐ Yes ☐ No

If "yes," provide the date(s) of such findings, and attach copies of the Department's final decision(s)

If the firm's average gross revenues for the last three years were less than \$50 million, scoring is as follows:

No=5

Yes (1 or 2 such instances)=5

Yes (3 instances)=3

Yes (more than 3 instances)=0

If the firm's average gross revenues for the last three years were more than \$50million, scoring is as follows:

No =5

Yes (no more than 4 such instances)=5

Yes (5 or 6 such instances)=3

Yes (more than 6 instances)=0

I. Disputes

36. At any time in the last five years has your firm been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner?

☐ Yes ☐ No

If yes, explain on a separate signed page, identifying all such projects by owner, owner's address, the date of completion of the project, amount of liquidated damages assessed and all other information necessary to fully explain the assessment of liquidated damages.

No projects with liquidated damages of more than \$50,000=25 points

One project with liquidated damages=20 points

Two projects with liquidated damages of more than \$50,000=10 points

Any other answer=0 points

37. In the last five years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason? **NOTE: "Associated with" refers to another construction firm in which an owner, partner or officer of your firm held a similar position, and which is listed in response to question 1c or 1d on this form.**

☐ Yes ☐ No

If "yes," explain on a separate signed page. State whether the firm involved was the firm applying for pre-qualification here or another firm. Identify by name of the company, the name of the person within your firm who was associated with that company, the year of the event, the owner of the project, the project and the basis for the action.

No=25; Yes=0

38. In the last five years has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?

☐ Yes ☐ No

If "yes," explain on a separate signed page. Identify the year of the event, the owner, the project and the basis for the finding by the public agency.

No=25; Yes=0

* * * * *

NOTE: The following two questions refer only to disputes between your firm and the owner of a project. You need not include information about disputes between your firm and a supplier, another contractor, or subcontractor. You need not include information about “pass-through” disputes in which the actual dispute is between a sub-contractor and a project owner. Also, you may omit reference to all disputes about amounts of less than \$50,000.

39. In the past five years has any claim **against** your firm concerning your firm’s work on a construction project in California been **filed in court or arbitration**?
☐ Yes ☐ No

If “yes,” on separate signed sheets of paper identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

If the firm’s average gross revenues for the last three years were less than \$50 million, scoring is as follows:

No=5

Yes (1 such instances)=5

Yes (2 instances)=3

Yes (more than 2 instances)=0

If the firm’s average gross revenues for the last three years were more than \$50 million, scoring is as follows:

No=5

Yes (1, 2, or 3 such instances)=5

Yes (4 or 5 such instances)=3

Yes (more than 5 instances)=0

40. In the past five years has your firm made any claim against a project owner concerning work on a project in California or payment for a contract in California and **filed that claim in court or arbitration**?
☐ Yes ☐ No

If “yes,” on separate signed sheets of paper identify the claim by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

If the firm's average gross revenues for the last three years were less than \$50 million, scoring is as follows:

No=25

Yes (1 such instance)=25

Yes (2 instances)=10

Yes (more than 2 instances)=0

If the firm's average gross revenues for the last three years were more than \$50 million, scoring is as follows:

No=25

Yes (1, 2, or 3 such instances)=20

Yes (4, or 5 such instances)=5

Yes (more than 5 instances)=0

J. Criminal Matters and Related Civil Suits

41. Has your firm or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?
☐ Yes ☐ No

If "yes," explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the investigation and the grounds for the finding.

No=5; Yes=SUBTRACT 5 points

42. Has your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?
☐ Yes ☐ No

If "yes," explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the conviction and the grounds for the conviction.

No=5; Yes=SUBTRACT 5 points

43. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?
☐ Yes ☐ No

If "yes," identify on a separate signed page the person or persons convicted, the court (the county if a state court, the district or location of the federal court), the year and the criminal conduct.

No=5; Yes=SUBTRACT 5 points

HANFORD ELEMENTARY SCHOOL DISTRICT PREQUALIFICATION QUESTIONNAIRE
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PART III. FINANCIAL INFORMATION

Audited or reviewed statements are required for all construction projects totaling over \$1,000,000 or more (A certificate of a licensed accountant will be required in all cases).

**1. COMPLETE THIS CERTIFICATE
FOR A REVIEW ONLY OF FINANCIAL STATEMENT**

We have reviewed the accompanying financial statement of _____
_____ as of _____. The information included in
the financial statement is the representation of the management of the above firm.

Based on our review with the exception of the matter(s) described in the following paragraph(s), we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with generally accepted accounting principles.

(Type Name of Firm)

(Accountant Signature)

(Telephone Number)

(License Number)

(NOTE THIS REVIEW CONSISTS PRINCIPALLY OF INQUIRIES OF MANAGEMENT AND APPROPRIATE ANALYTICAL PROCEDURES APPLIED TO THIS FINANCIAL DATA. IT IS SUBSTANTIALLY LESS IN SCOPE THAN AN EXAMINATION IN ACCORDANCE WITH GENERALLY ACCEPTED AUDITING STANDARDS, THE OBJECTIVE OF WHICH IS THE EXPRESSION OF AN OPINION REGARDING THE FINANCIAL STATEMENTS TAKEN AS A WHOLE. ACCORDINGLY, WE HAVE NOT EXPRESSED SUCH AN OPINION.)

(NOTE FINANCIAL STATEMENTS THAT HAVE BEEN SIGNED BY A LICENCED ACCOUNTANT WILL BE ACCEPTED IN LEIU OF THIS CERTIFICATON.)

HANFORD ELEMENTARY SCHOOL DISTRICT PREQUALIFICATION QUESTIONNAIRE
--

PART IV. FINANCIAL INFORMATION

Audited or reviewed statements are required for all construction projects totaling over \$1,000,000 or more (A certificate of a licensed accountant will be required in all cases)

1. COMPLETE THIS CERTIFICATE FOR AN AUDIT OF FINANCIAL STATEMENT

STATE OF: _____

We have examined the Financial Statement of _____ as of _____. Our examination was made in accordance with generally accepted auditing standards, and accordingly included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances.

In our opinion, the accompanying financial statement included on pages _____ to _____, inclusive, sets forth fairly, in all material respects, the financial condition of _____ as of _____, in conformity with generally accepted accounting principles.

(Type Name of Firm)

(Accountant Signature)

(Telephone Number)

(License Number)

Special Note to Accountant: the above Certificate of Accountant shall not be made by any individual who is in the regular employ of the individual, partnership or corporation submitting the statement; or by any individual who is a member of the firm with more than ten percent financial interest.

(NOTE FINANCIAL STATEMENTS THAT HAVE BEEN SIGNED BY A LICENCED ACCOUNTANT WILL BE ACCEPTED IN LEIU OF THIS CERTIFICATON.)

HANFORD ELEMENTARY SCHOOL DISTRICT PREQUALIFICATION QUESTIONNAIRE
--

ACCOUNTANT'S RELEASE LETTER

By signing the form below, I authorize the Hanford Elementary School District to contact our company's licensed accounting firm to verify our most recent audited or reviewed financial statement. I understand the financial statement is confidential information and is not open to public inspection.

Signature

Printed Name / Title

Company Name

Date

HANFORD ELEMENTARY SCHOOL DISTRICT PREQUALIFICATION QUESTIONNAIRE
--

**PREQUALIFICATION STATEMENT FOR
HANFORD ELEMENTARY SCHOOL DISTRICT**

Each prospective bidder must have a current and active license at the time of the award and must submit the following information on this form.

DECLARATION

I, _____ (printed name) hereby declare that I am the _____ (title) of _____ (name of bidder) submitting this Prequalification Statement; that I am duly authorized to execute this Prequalification Statement on behalf of the above-named company; and that all information set forth in this Prequalification Statement and all attachments hereto are, to the best of my knowledge, true, accurate, and complete as of its submission date. I acknowledge that any false statements, inaccuracies or failure to disclose are grounds for disqualification. In executing this Declaration, I hereby permit the Hanford Elementary School District to contact any owner, school district, contractor, subcontractor, supplier or any other party that the Hanford Elementary School District deems relevant for purposes of verifying or gathering any information necessary to complete the evaluation of this pre-qualification submittal.

I declare, under penalty of perjury, that the foregoing is true and correct and that this declaration was

Subscribed at _____ (location and city), County of _____, State of _____, on _____ (date).

(Signature)

(If signed by other than the sole proprietor, a general partner, or corporate officer, attach original notarized power of attorney or corporate resolution.)

All information submitted for prequalification evaluation will be considered official information acquired in confidence and the District will maintain its confidentiality to the extent permitted by law.